

TOWN OF PLATTEVILLE, COLORADO

NOTICE AND AGENDA OF REGULAR MEETING

NOTICE OF REGULAR MEETING of the Platteville Board of Trustees will be held on
Tuesday, September 2, 2025, at 7:00 pm at 400 Grand Avenue, Platteville, CO.

1. CALL TO ORDER
2. MOMENT OF SILENCE
3. PLEDGE OF ALLEGIANCE
4. ROLL CALL

Mayor: Mike Cowper
Mayor Pro-Tem: Nick Ralston
Trustees: Larry Clark, Larry Hatcher, Hope Morris, Melissa Archambo, Steve Nelson
Staff Present: Troy Renken, Town Manager; Danette Schlegel, Town Clerk/Treasurer

5. APPROVAL OF THE AGENDA

6. AUDIENCE PARTICIPATION (*Public Comment Items not on the agenda*)

Trustees welcome you here and thank you for your time and concerns. If you wish to address the Board of Trustees, this is the time set on the agenda for you to do so. When you are recognized, please step to the podium, state your name and address, then address the Trustees. Your comments will be limited to three (3) minutes. Board Members may not respond to your comments this evening, rather they may take your comments and suggestions under advisement and your questions may be directed to the appropriate staff for follow-up. Thank you!

7. APPROVAL OF THE CONSENT AGENDA

The Consent Agenda contains items that can be approved without discussion. Any Board Member may request removal of any item they do not want to consider without discussion or wish to vote no on, without jeopardizing the approval of other items on the Consent Agenda. Items removed from Consent will be placed under Action Items in the order they appear on the agenda. (This should be done prior to the motion to approve the agenda.)

8. PRESENTATIONS AND DISCUSSIONS

None Scheduled

9. ACTION ITEMS

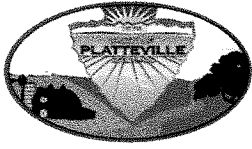
- A. Public Hearing – Resolution 2025-09 Platte View Special District Service Plan
- B. Weld County Ordinance 2025-11 (Home Businesses)
- C. Ordinance 2025-846 Fireworks Amendment
- D. Ordinance 2025-847 Non-Residential Impact Fees Amendment

10. REPORTS

- A. Parks, Trails and Trees
- B. Economic Development
- C. Recreation
- D. Public Safety
- E. Town Manager
- F. Mayor

11. ADJOURNMENT

Town of Platteville, Colorado
400 Grand Avenue, 80651



Agenda Item Cover Sheet

MEETING DATE: September 2, 2025

AGENDA ITEM: Consent Agenda
➤ August 19, 2025 Meeting Minutes

DEPARTMENT: Legislative

PRESENTED BY: Troy Renken, Town Manager

SUMMARY

The meeting minutes from August 19th is the only consent agenda item for approval.

FINANCIAL CONSIDERATIONS

N/A

RECOMMENDED ACTION

Move to approve the Consent Agenda as presented and for the Mayor to execute all documents.

ATTACHMENTS

August 19, 2025 Meeting Minutes

TOWN OF PLATTEVILLE, COLORADO
BOARD OF TRUSTEES MEETING MINUTES
Regular meeting of the Platteville Board of Trustees will be held on
Tuesday, August 19, 2025 at 400 Grand Avenue, Platteville, CO.
Mayor Cowper called the meeting to order at 7:01 pm

CALL TO ORDER

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

ROLL CALL

Mayor:	Mayor Cowper
Mayor Pro Tem:	Nick Ralston
Trustees:	Larry Clark, Steve Nelson, Larry Hatcher, Hope Morris, Melissa Archambo
Absent:	Nick Ralston, Troy Renken
Staff Present:	Troy Renken, Town Manager; Danette Schlegel, Town Clerk/Treasurer; David Brand, Public Works Director

APPROVAL OF THE AGENDA

Trustee Hatcher moved to approve the agenda as presented. Trustee Morris seconded the motion. All members in favor.

AUDIENCE PARTICIPATION (*Public Comment Items not on the agenda*)

Mary Rose Cullen was in attendance to discuss the Weld County re-zoning ordinance 2025-11

PRESENTATIONS & DISCUSSION

None

APPROVAL OF THE CONSENT AGENDA

Trustee Hatcher moved to approve the consent agenda. Trustee Morris seconded the motion. All members in favor.

ACTION ITEMS

Ordinance 2025-844

Ordinance 2025-844 to adopt the 2024 International Fire Code with amendments is being presented for second and final reading.

Public Hearing opened at 7:23.

Trustee Nelson moved to approve Ordinance 2025-844, AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF PLATTEVILLE ADOPTING BY REFERENCE THE 2024 EDITION OF THE INTERNATIONAL FIRE CODE WITH AMENDMENTS AND SETTING FORTH PENALTIES FOR VIOLATIONS THEREOF. Trustee Hatcher seconded the motion. All members in favor.

July Paid Bills and Financials

The monthly financial statements and paid bills are normally on the consent agenda, but the Town Manager has placed them as an action item for review, questions and approval as we approach annual budget preparation. Trustee Nelson moved to approve the July financial statements and paid bills as presented. Trustee Hatcher seconded the motion. All members in favor.

UMC Business Enhancement Grant

The United Methodist Church completed parking and sidewalk improvements during this past spring at a cost of \$14,937 and is asking the Board to consider a \$2,500 Business Enhancement Grant amount to help offset these expenses.

Trustee Nelson moved to approve the Business District Enhancement Grant application from the United Methodist Church in the amount of \$2,500. Trustee Morris seconded the motion. One trustee opposed. Four trustees approved. Motion carried

Reports

Senior/Rec

Police

Public Works

Town Manager

Mayor

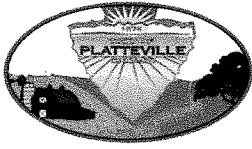
ADJOURNMENT

Having no further business before the Board, the meeting was adjourned at 8:10 P.M.

Attest: Danette Schlegel, Town Clerk/Treasurer

Michael Cowper, Mayor

Town of Platteville, Colorado
400 Grand Avenue, 80651



Agenda Item Cover Sheet

MEETING DATE: September 2, 2025

AGENDA ITEM: Platte View Service Plan - Public Hearing

DEPARTMENT: Administration

PRESENTED BY: Troy Renken, Town Manager

SUMMARY

The Platte View Commerce Center located near SH66 and CR19 was annexed to the Town in 2024 for the development of a 9-lot industrial subdivision. The service plan to establish a metropolitan district to fund the development was initially approved earlier this year but due to a technical issue with the legal description the plan needs to be approved again by the Board. The special district service plan is the same plan that was presented and approved by the Board on March 4th, 2025 and is now being presented for re-approval to allow the development of a metro district.

FINANCIAL CONSIDERATIONS

The special district service plan will provide the funding mechanism (property taxes) solely on the properties within the special district and will not impact any properties outside of the district.

RECOMMENDED ACTION

Move to approve Resolution 2025-09, a resolution of the Board of Trustees of the Town of Platteville approving the Metro District Service Plan for the Platte View Commerce Center.

ATTACHMENTS

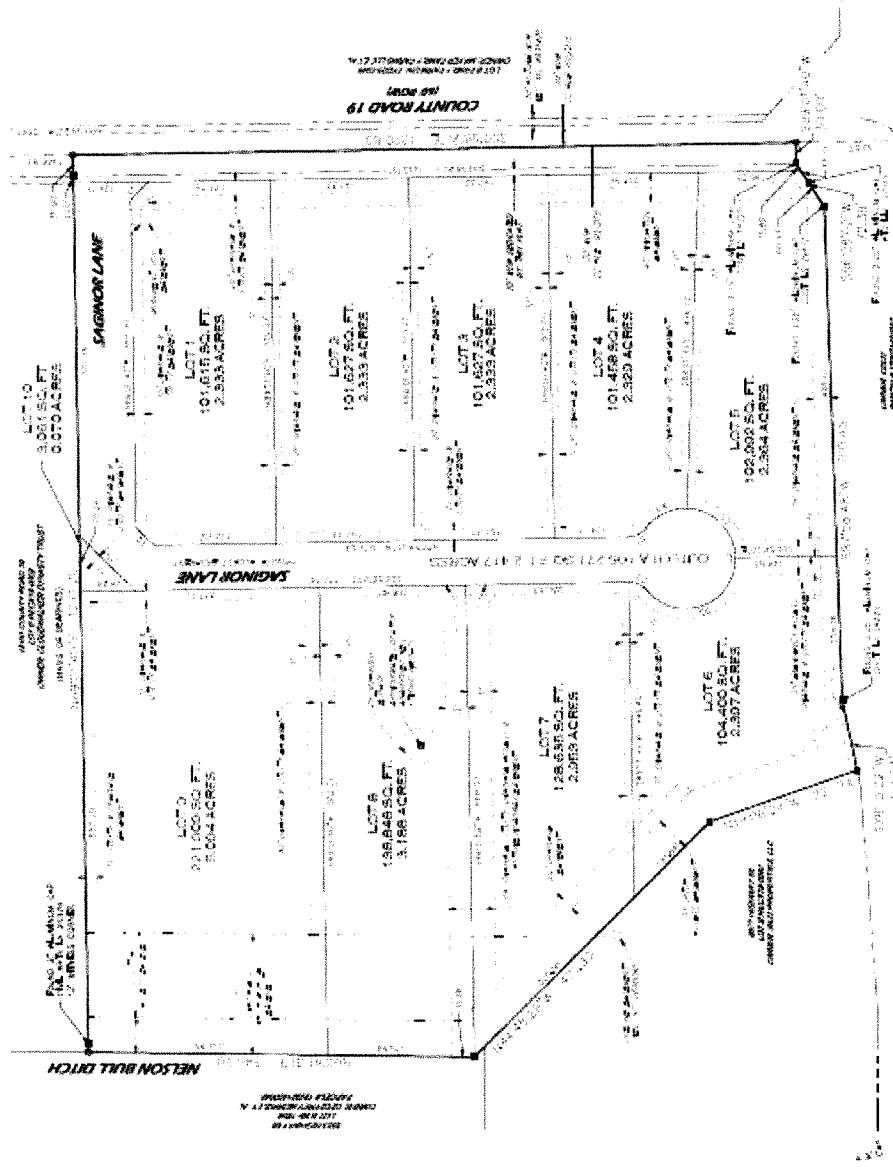
Resolution 2025-09
Service Plan Documents

TOWN OF
PLATTEVILLE
SEPTEMBER 2,
2025

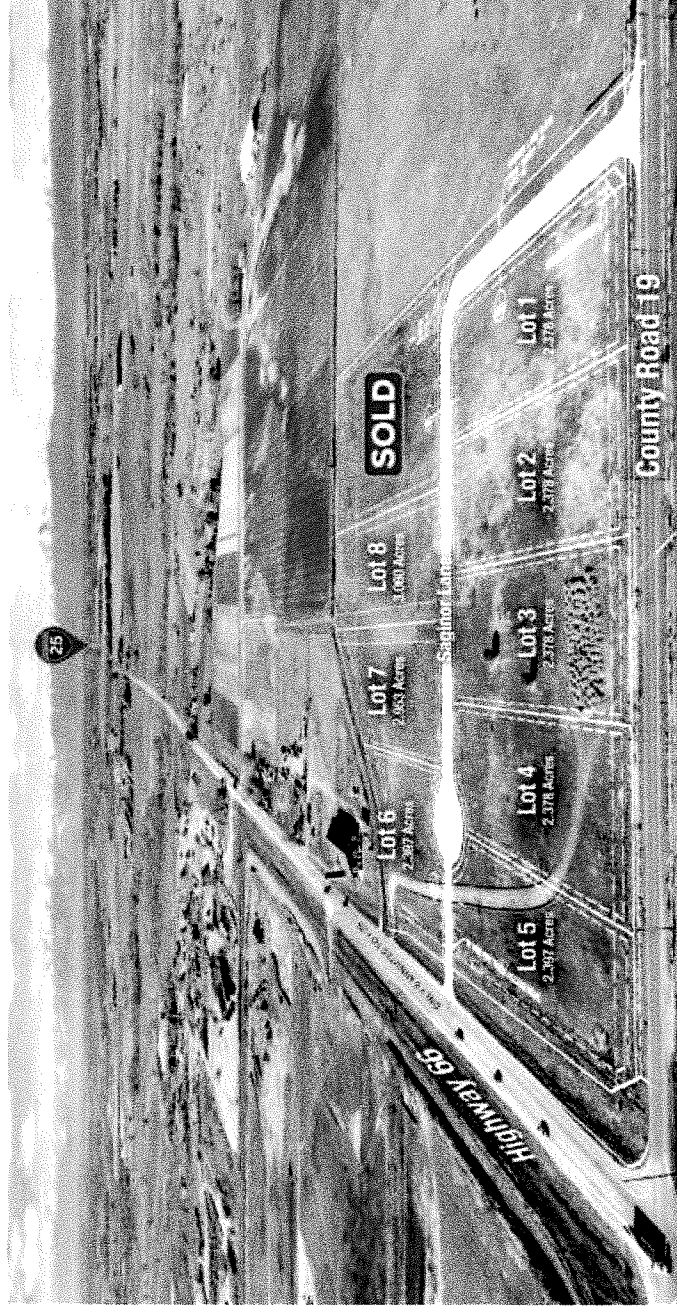
Platte View Metropolitan District

Platte View Commerce Center – Project Overview

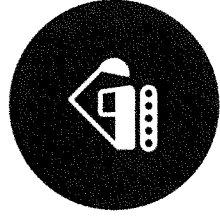
- Platte View Commerce Center, LLC – Developer and Builder
- Currently vacant property



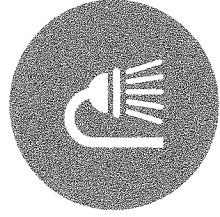
Platte View Metropolitan District



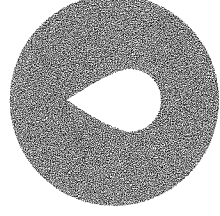
Platte View Commerce Center – Primary Challenges



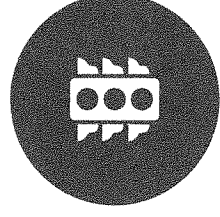
CONSTRUCTION
OF ROADS



STORMWATER
CONTROL



WATER MAINS



TRAFFIC
CONTROL



Platte View Metropolitan District

- Single District
- Provide organized public infrastructure and services for the project
- Most efficient way to provide long-term public infrastructure and services to the project



Platte View Metropolitan District – Services

- Primary Required Public Infrastructure
 - Streets
 - Water Infrastructure (Central Weld County Water District and Town of Platteville)
 - Stormwater
 - Traffic Control – CR19 and Hwy 66
- Primary Ongoing Services
 - Road Maintenance
 - Stormwater
 - Landscaping at Monument Sign

Platte View Metropolitan District – Revenue Sources

Infrastructure Funding -
Debt

- Debt Service Mill Levy of no more than 50 mills

Operations and Services
Funding

- General Fund Mill Levy
- Fees

Target Total Max Mill Levy
of approximately 60 mills

Platte View Metropolitan District – Infrastructure Funding – Debt

Maximum Debt Amount of \$7.185 million

- Paid primarily with Debt Service Mill Levy
- Estimated Maximum Project Fund of \$5.42 million

Amount Limited to:

- Eligible Costs
 - Estimated Public Improvement Costs of \$4.150 million
- District's ability to repay bond based on market conditions at time of issuance
 - Value of Property
 - Market Interest Rate

Platte View Metropolitan District – Operations Funding

Mill Levy

- Estimated at approximately 10 mills

Fees

- Not anticipated to be required

Fund administrative expenses, operations of public improvements, and capital fund

No Owner's Association

Platte View Metropolitan District – Timeline



Approval of Service Plan by
Town of Platteville –
September 2025



Petition for Organization Filed
with Weld County District
Court

Public Hearing

Court Order re Election on
Organization, Taxes and Debt in
November 2025



November 2025 Election



District Court Order Creating
the District



Platte View Metropolitan District - Satisfies Requirements for Organization of a District

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;
5. Adequate service is not, and will not be, available to the area through the Town or other existing municipal or quasi-municipal corporations, including existing special District, 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 Town 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 the comprehensive plan adopted by the Town.
8. The proposal is in compliance with any duly adopted Town, 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.

Platte View Metropolitan District

Questions?

Request approval of the Service Plan without Conditions.



NOTICE OF FILING OF SPECIAL DISTRICT SERVICE PLAN

Pursuant to CRS 32-1-202(1), the County Clerk and Recorder or Municipal Clerk shall notify the Division of Local Government within five days after the filing of a service plan for the formation of a new Special District. Please provide the information indicated and return this form to the Division of Local Government.

Petitioner Information

Platte View Metropolitan District	July 31, 2025
Name of Proposed District	Filing Date
Metropolitan	Town of Platteville
Type of Proposed District	Approving Authority Receiving Plan
Jeffrey Erb	(303) 626-7125 jerb@erblawllc.com
Contact Person Filing Service Plan	Phone/Email

Hearing Information¹

Town Hall, 400 Grand Avenue, Platteville, Colorado 80651	
Location of Hearing	
7:00 PM	September 2, 2025
Time of Hearing	Date of Hearing

/s/ Jeffrey E. Erb on Behalf of the Town of Platteville

July 31, 2025

Clerk Signature	Date
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¹Pursuant to C.R.S. 32-1-202(1) the board of county commissioners shall provide written notice of the date, time, and location of the hearing on the service plan to the division. Hearing information may be provided when submitting this notice of filing of service plan if known.



July 31, 2025

Town of Platteville, Board of Trustees
c/o Mr. Troy Renkin
Town Manager
400 Grand Avenue
Platteville, CO 80651

Re: Platte View Metropolitan District – Filing of Service Plan

Dear Town of Platteville Board of Trustees:

Please accept this letter as the filing of the proposed service plan for the organization of the Platte View Metropolitan District (the “**District**”). Enclosed, please find:

1. Proposed Service Plan
2. DLG-60

A copy of this letter, the proposed service plan and the DLG-60 is being sent to the Division of Local Government and Colorado State Auditor concurrently with this filing.

Please feel free to contact me with any questions via email (jerb@j2developmentllc.com) or via telephone at 303-881-5303. We look forward to working with the Town on this Service Plan and the successful completion of the project.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jeffrey E. Erb' with a stylized flourish at the end.

Jeffrey E. Erb, Esq.

Cc: (1) Division of Local Government (via FedEx); (2) Colorado State Auditor (via FedEx)

DISTRICT COURT, COUNTY OF WELD, STATE OF COLORADO Court Address: Weld County Court 901 9th Ave, Greeley, CO 80631		
IN THE MATTER OF THE PLATTE VIEW METROPOLITAN DISTRICT, TOWN OF PLATTEVILLE, COUNTY OF WELD, STATE OF COLORADO		
Attorneys: ERB LAW, LLC Jeffrey E. Erb, Esq. 8480 E Orchard Rd Suite 3650 Greenwood Village, CO 80111 Phone: (303) 626-7125 E-mail: jerb@erblawllc.com Colo. Atty. Reg. No. 37961		
		▲ COURT USE ONLY ▲ Case No.: Div.: Ctrm.:
AFFIDAVIT OF MAILING AND PUBLICATION OF NOTICE OF PUBLIC HEARING ON SERVICE PLAN		

I, Natalie M. Fleming, of lawful age and duly sworn, state as follows:

1. I am a paralegal at the law firm of Erb Law, LLC, acting on behalf of the Platte View Metropolitan District (the "**District**").
2. Pursuant to § 32-1-204(1), C.R.S., on August 1, 2025, I caused the Notice attached as **Exhibit A**, to be published in the *Greeley Tribune* on August 6, 2025, a newspaper of general circulation within the boundaries of the District. Evidence of this publication is shown in the Affidavit of Publications attached as **Exhibit B**.
3. Pursuant to § 32-1-204(1.5), C.R.S., I requested the property owner list from the Weld County Assessor's Office for the District on August 6, 2025.
4. Pursuant to § 32-1-204(1.5), C.R.S., I caused the Notice attached as **Exhibit C** to be mailed by United States Mail on August 12, 2025, to all property owners within the District listed on **Exhibit D**.

5. Pursuant to § 32-1-204(1), C.R.S., on August 6, 2025, I caused a search to be performed by the Weld County Assessor's office to determine the identity of any municipality or special district that has levied an ad valorem tax within the next preceding tax year and that has boundaries within a radius of three miles of the District's boundaries.
6. Pursuant to § 32-1-204(1), C.R.S., on August 7, 2025, I received a list from the Weld County Assessor's office containing the identity of additional municipalities and special districts that had levied an ad valorem tax within the next preceding tax year and that has boundaries having territory located within a three-mile radius of the District's boundaries.
7. Pursuant to § 32-1-204(1), C.R.S., I caused the Notice attached as **Exhibit E** to be mailed by United States Mail on August 12, 2025, to all municipalities and special districts that had levied an ad valorem tax within the next preceding tax year having territory that has boundaries having territory located within a three-mile radius of the District's boundaries listed on **Exhibit D**.
8. Pursuant to § 32-1-202(1), C.R.S., I caused the Notice of Filing of Special District Plan – Form DLG 60 attached as **Exhibit F** as well as a copy of the Service Plan for the proposed Platte View Metropolitan District to be mailed by United States Mail on August 6, 2025, to the Weld County Board of County Commissioners listed on **Exhibit D**.
9. Pursuant to § 32-1-202(1), C.R.S., I caused the Notice of Filing of Special District Service Plan – Form DLG 60 attached as **Exhibit F** as well as a copy of the Service Plan for the proposed Platte View Metropolitan District to be mailed by United States Mail on August 6, 2025, to the Colorado State Auditor listed on **Exhibit D**.
10. Pursuant to § 32-1-202(1), C.R.S., I caused the Notice attached as **Exhibit C**, the Notice of Filing of Special District Plan – Form DLG 60 attached as **Exhibit F** as well as a copy of the Service Plan for the proposed Platte View Metropolitan District to be mailed by United States Mail on August 6, 2025, to the Division of Local Government listed on **Exhibit D**.

[SIGNATURE PAGES TO FOLLOW]

Signed and sworn to this 27th day of August 2025.

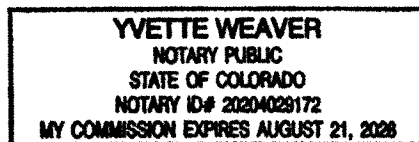

Natalie M. Fleming

STATE OF COLORADO)
) ss.
COUNTY OF _____)

Subscribed and sworn to before me on this 27th day of August, 2025 by
Natalie M. Fleming, an individual.

Witness my hand and official seal.

My commission expires: 8/21/2028



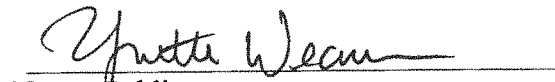

Notary Public

EXHIBIT A

NOTICE OF PUBLIC HEARING ON THE SERVICE PLAN FOR PLATTE VIEW METROPOLITAN DISTRICT

PUBLIC NOTICE IS HEREBY GIVEN that an application for the organization of the Platte View Metropolitan District (the "District") has been filed with the Board of Trustees of the Town of Platteville, Colorado requesting the approval of the Service Plan for the District. A copy of the proposed Service Plan may be examined at the offices of the Town of Platteville, Town Clerk's Office, 400 Grand Avenue, Platteville, Colorado 80651.

NOTICE IS FURTHER GIVEN that, pursuant to Section 32-1-204, C.R.S., a public hearing on the Service Plan will be held before the Town of Platteville Board of Trustees on September 2, 2025, at 7:00 p.m. at Town Hall, 400 Grand Avenue, Platteville, Colorado 80651. The hearing is open to the public, and all interested parties will be provided an opportunity to be heard and provide testimony or evidence regarding the organization of the District.

The purpose of the hearing is to consider the Service Plan and form a basis for the Board of Trustees to adopt a resolution approving, conditionally approving, or disapproving the Service Plan. The District's initial boundaries are approximately 28.75 acres located at the Northwest intersection of Weld County Road 19 and Colo. Hwy 66 in Platteville, Colorado. A copy of the full legal description for the District is available in the Service Plan.

NOTICE IS FURTHER GIVEN that pursuant to Section 32-1-203(3.5), C.R.S., any owner of real property within the proposed District may file a request with the Board of Trustees requesting that such real property be excluded from the proposed District. Such request may be filed any time with the Board of Trustees, but no later than ten (10) days before the day fixed for the hearing on said service plan. Any protests and objections to the Service Plan shall be deemed waived unless presented at the time and in the manner specified. The Board of Trustees shall not be limited in its action with respect to the exclusion of property based upon such request. Any request for exclusion shall be acted upon before final action of the Board of Trustees concerning approval of the Service Plan.

Notice Provided on behalf of the Town of Platteville
By the Applicant: Platte View Commerce Center, LLC

EXHIBIT B

NOTICE OF PUBLIC HEARING ON THE
SERVICE PLAN FOR
PLATTE VIEW METROPOLITAN DISTRICT

PUBLIC NOTICE IS HEREBY GIVEN that an application for the organization of the Platte View Metropolitan District (the "District") has been filed with the Board of Trustees of the Town of Platteville, Colorado requesting the approval of the Service Plan for the District. A copy of the proposed Service Plan may be examined at the offices of the Town of Platteville, Town Clerk's Office, 400 Grand Avenue, Platteville, Colorado 80851.

NOTICE IS FURTHER GIVEN that, pursuant to Section 32-1-204, C.R.S., a public hearing on the Service Plan will be held before the Town of Platteville Board of Trustees on September 2, 2025, at 7:00 p.m. at Town Hall, 400 Grand Avenue, Platteville, Colorado 80851. The hearing is open to the public, and all interested parties will be provided an opportunity to be heard and provide testimony or evidence regarding the organization of the District. The purpose of the hearing is to consider the Service Plan and form a basis for the Board of Trustees to adopt a resolution approving, conditionally approving, or disapproving the Service Plan. The District's initial boundaries are approximately 28.75 acres located at the Northwest intersection of Weld County Road 19 and Colo. Hwy 66 in Platteville, Colorado. A copy of the full legal description for the District is available in the Service Plan.

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Notice Provided on behalf of the Town of Platteville
By the Applicant: Platte View Commerce Center, LLC
Published: Greeley Tribune August 6, 2025-2127570

Prairie Mountain Media, LLC


PUBLISHER'S AFFIDAVIT

County of Weld
State of Colorado

The undersigned, Agent, being first duly sworn under oath, states and affirms as follows:

1. Helsho is the legal Advertising Reviewer of Prairie Mountain Media LLC, publisher of the Greeley Tribune.
2. The Greeley Tribune is a newspaper of general circulation that has been published continuously and without interruption for at least fifty-two weeks in Weld County and meets the legal requisites for a legal newspaper under Colo. Rev. Stat. 24-70-103.
3. The notice that is attached hereto is a true copy, published in the Greeley Tribune in Weld County on the following date(s):

Aug 6, 2025


Signature

Subscribed and sworn to me before me this

6th day of August 2025


Notary Public

(SEAL)

SHAYLA NAJERA
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20174031985
MY COMMISSION EXPIRES JULY 31, 2029

Account: 1115247
Ad Number: 2127570
Fee: \$37.84

EXHIBIT C

NOTICE OF PUBLIC HEARING ON THE SERVICE PLAN FOR PLATTE VIEW METROPOLITAN DISTRICT

PUBLIC NOTICE IS HEREBY GIVEN that an application for the organization of the Platte View Metropolitan District (the "District") has been filed with the Board of Trustees of the Town of Platteville, Colorado requesting the approval of the Service Plan for the District. A copy of the proposed Service Plan may be examined at the offices of the Town of Platteville, Town Clerk's Office, 400 Grand Avenue, Platteville, Colorado 80651.

NOTICE IS FURTHER GIVEN that, pursuant to Section 32-1-204, C.R.S., a public hearing on the Service Plan will be held before the Town of Platteville Board of Trustees on September 2, 2025, at 7:00 p.m. at Town Hall, 400 Grand Avenue, Platteville, Colorado 80651. The hearing is open to the public, and all interested parties will be provided an opportunity to be heard and provide testimony or evidence regarding the organization of the District.

The purpose of the hearing is to consider the Service Plan and form a basis for the Board of Trustees to adopt a resolution approving, conditionally approving, or disapproving the Service Plan. The District's initial boundaries are approximately 28.75 acres located at the Northwest intersection of Weld County Road 19 and Colo. Hwy 66 in Platteville, Colorado. A copy of the full legal description for the District is available in the Service Plan.

If organized, the District will be Title 32 metropolitan district with a maximum debt service mill levy of 50 mills for bonds which exceed 50% of such District's assessed valuation. The debt service mill levy for bonds less than 50% of the District's assessed valuation and general operating mill levies do not have a maximum mill levy.

NOTICE IS FURTHER GIVEN that pursuant to Section 32-1-203(3.5), C.R.S., any owner of real property within the proposed District may file a request with the Board of Trustees requesting that such real property be excluded from the proposed District. Such request may be filed any time with the Board of Trustees, but no later than ten (10) days before the day fixed for the hearing on said service plan. Any protests and objections to the Service Plan shall be deemed waived unless presented at the time and in the manner specified. The Board of Trustees shall not be limited in its action with respect to the exclusion of property based upon such request. Any request for exclusion shall be acted upon before final action of the Board of Trustees concerning approval of the Service Plan.

Notice Provided By the Applicant: Platte View Commerce
Center, LLC

EXHIBIT D

3-Mile Radius List from the Weld County Assessor's Office

AIMS Junior College 5401 West 20th Street, Greeley, CO 80634	Carbon Valley Parks & Recreation District 701 Fifth St, Frederick, CO 80530	Central Colorado Water Conservancy District 3209 W 28 Street, Greeley, CO 80634
Central Firestone Urban Renewal Authority 9950 Park Avenue Firestone, CO 80504	Central Weld County Water District 2235 2nd Avenue Greeley, CO 80631	Denmore Metropolitan District No.2 2154 E. Commons Ave. Suite 2000 Centennial, CO 80122
Town of Firestone 9950 Park Avenue Firestone, CO 80504	Frederick-Firestone Fire District 8426 Kosmerl Place, Frederick CO 80504	Front Range Fire Rescue Fire Protection District PO Box 130 Milliken, CO 80543
High Plains Library District 9950 Park Avenue Firestone, CO 80504	Homestead Ranch Metropolitan District No. 1-4 212 N. Wahstach, Suite 301, Colorado Springs CO 80903	Little Thompson Water District 835 E. Highway 56 Berthoud, CO 80513
Town of Mead 441 Third Street, Mead, CO 80542	Mountain View Fire Protection District 3561 N Stagecoach Road, Longmont CO 80504	Northern Colorado Water Association 4389 E. County Road 70 Wellington, Colorado 80549
Northern Firestone Urban Renewal Authority 9950 Park Avenue Firestone, CO 80504	Platte Valley Conservation District 57 W Bromley Lane Brighton, CO 80601	Town of Platteville 400 Grand Avenue Platteville, Colorado 80651
Platteville-Gilcrest Fire Protection District 202 Main Street, Platteville CO 80651	Red Barn Metropolitan District c/o Public Alliance 405 Urban St., Suite 310 Lakewood, CO 80228	School District RE5J-Longmont 110 South Centennial Dr., Ste. A, Milliken, CO 80543
School District RE5J-Johnstown 110 South Centennial Dr., Ste. A, Milliken, CO 80543	The Springs Metropolitan District 1555 California St, Suite 505 Denver, Colorado 80202	St. Vrain Lakes Metropolitan District No. 1 550 W. Eisenhower Blvd., Loveland CO 80537
St. Vrain Lakes Metropolitan District No. 2 550 W. Eisenhower Blvd., Loveland CO 80537	St. Vrain Lakes Metropolitan District No. 3 550 W. Eisenhower Blvd., Loveland CO 80537	St. Vrain Lakes Metropolitan District No. 4 550 W. Eisenhower Blvd., Loveland CO 80537
St. Vrain & Left-Hand Water Conservancy District 1715 Iron Horse Drive, Suite 250 Longmont, CO 80501	St. Vrain Sanitation District 11307 Business Park Circle, Firestone CO 80504	Thompson Rivers Parks & Recreation District 320 Centennial Drive Milliken, CO 80543
Weld County Colorado PO Box 758 Greeley, CO 80632	School District RE5J-Gilcrest 110 South Centennial Dr., Ste. A, Milliken, CO 80543	Central Colo Water Well (CCA) 3209 W 28 Street, Greeley, CO 80634
Central Colorado Water Subdistrict 3209 W 28 Street, Greeley, CO 80634		

Property Owners:

Scott and Laurel Farrell 5102 Lake Terrace Ln. Firestone, CO 80504	Platte View Commerce Center LLC 1919 14 th Street Suite 700 Boulder, CO 80302
--	--

Division of Local Government:

Division of Local Government 1313 Sherman St # 521 Denver, CO 80203

Weld County Board of County Commissioners:

Weld County Board of County Commissioners c/o Weld County Clerk and Recorder 1250 H Street Greeley, CO 80631
--

Colorado State Auditor

Colorado State Auditor 1525 Sherman Street Denver, CO 80203

EXHIBIT E

NOTICE OF PUBLIC HEARING ON THE SERVICE PLAN FOR PLATTE VIEW METROPOLITAN DISTRICT

PUBLIC NOTICE IS HEREBY GIVEN that an application for the organization of the Platte View Metropolitan District (the “District”) has been filed with the Board of Trustees of the Town of Platteville, Colorado requesting the approval of the Service Plan for the District. A copy of the proposed Service Plan may be examined at the offices of the Town of Platteville, Town Clerk’s Office, 400 Grand Avenue, Platteville, Colorado 80651.

NOTICE IS FURTHER GIVEN that, pursuant to Section 32-1-204, C.R.S., a public hearing on the Service Plan will be held before the Town of Platteville Board of Trustees on September 2, 2025, at 7:00 p.m. at Town Hall, 400 Grand Avenue, Platteville, Colorado 80651. The hearing is open to the public, and all interested parties will be provided an opportunity to be heard and provide testimony or evidence regarding the organization of the District.

The purpose of the hearing is to consider the Service Plan and form a basis for the Board of Trustees to adopt a resolution approving, conditionally approving, or disapproving the Service Plan. The District’s initial boundaries are approximately 28.75 acres located at the Northwest intersection of Weld County Road 19 and Colo. Hwy 66 in Platteville, Colorado. A copy of the full legal description for the District is available in the Service Plan.

Notice Provided on behalf of the Town of Platteville
By the Applicant: Platte View Commerce Center, LLC

EXHIBIT F



COLORADO
Department of Local Affairs
Division of Local Government

NOTICE OF FILING OF SPECIAL DISTRICT SERVICE PLAN

Pursuant to CRS 32-1-202(1), the County Clerk and Recorder or Municipal Clerk shall notify the Division of Local Government within five days after the filing of a service plan for the formation of a new Special District. Please provide the information indicated and return this form to the Division of Local Government.

Petitioner Information

Platte View Metropolitan District	July 31, 2025
<u>Name of Proposed District</u> Metropolitan	<u>Filing Date</u> Town of Platteville
<u>Type of Proposed District</u> Jeffrey Erb	<u>Approving Authority Receiving Plan</u> (303) 626-7125 jerb@erblawllc.com
<u>Contact Person Filing Service Plan</u>	<u>Phone/Email</u>

Hearing Information¹

Town Hall, 400 Grand Avenue, Platteville, Colorado 80651	
<u>Location of Hearing</u> 7:00 PM	<u>September 2, 2025</u>
<u>Time of Hearing</u>	<u>Date of Hearing</u>

/s/ Jeffrey E. Erb on Behalf of the Town of Platteville	July 31, 2025
<u>Clerk Signature</u>	<u>Date</u>

¹Pursuant to C.R.S. 32-1-202(1) the board of county commissioners shall provide written notice of the date, time, and location of the hearing on the service plan to the division. Hearing information may be provided when submitting this notice of filing of service plan if known.

DLG 60 (Rev. 4/21)

Governor Jared S. Polis | Rick M. Garcia, Executive Director | Chantal Unfug, Division Director
1313 Sherman Street, Room 521, Denver, CO 80203 P 303.864.7720 TDD/TTY 303.864.7758 www.dola.colorado.gov
Strengthening Colorado Communities



**TOWN OF PLATTEVILLE
BOARD OF TRUSTEES
RESOLUTION NO. 2025-09**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
PLATTEVILLE APPROVING A SERVICE PLAN FOR THE PLATTE
VIEW METROPOLITAN DISTRICT**

WHEREAS, the Town received an application for the organization of the Platte View Metropolitan District (the "District") and an accompanying Service Plan to organize the District;

WHEREAS, the boundaries within the proposed District are wholly located within the boundaries of the Town;

WHEREAS, the Town determined to follow the procedures for the review and approval of a Service Plan as set forth in §§ 32-1-201 to -209, C.R.S.;

WHEREAS, notice of the public hearing on the Service Plan was published in the *Greeley Tribune* on August 6, 2025;

WHEREAS, notice of the public hearing on the Service Plan was mailed on August 12, 2025 to all municipalities or special districts that had levied an ad valorem property tax within the next preceding tax year and that have boundaries within a three-mile radius of the District's boundaries;

WHEREAS, notice of the public hearing on the Service Plan was mailed on August 12, 2025 to all property owners within the boundaries of the proposed District;

WHEREAS, notice of the public hearing on the Service Plan was mailed to the Division of Local Government on August 12, 2025;

WHEREAS, notice of filing of the Service Plan (Form DLG-60) and a copy of the proposed service plan was mailed to the Weld County Commissioners care of the Clerk and Recorder's Office, the Colorado Office of the State Auditor, and the Division of Local Government on August 6, 2025;

WHEREAS, The Town acknowledges that the District's boundaries overlap the boundaries of the Central Weld County Water and Sanitation District, which consented to the organization of the District via resolution dated February 13, 2025 pursuant to § 32-1-107, C.R.S

WHEREAS, on September 2, 2025, the Board of Trustees held a properly-noticed public hearing on the proposed service plan; and

WHEREAS, the Board of Trustees has considered the Service Plan and all other testimony and evidence presented at the hearing.

**NOW THEREFORE BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE
TOWN OF PLATTEVILLE, COLORADO AS FOLLOWS:**

Section 1. The Board of Trustees finds that all of the relevant requirements of Part 2, Article 1, Title 32, C.R.S., have been satisfied and that all required notices of the filing of the Service Plan and of the public hearing were given in the time and manner required by law.

Section 2. The Board of Trustees determines that all relevant 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 Board of Trustees on each of the applicable criteria set forth in §§ 32-1-203(2) and -204.5, C.R.S. was presented and met.

Section 3. The Board of Trustees further determines that:

- a. There is sufficient existing and projected need for organized service in the areas to be serviced by the District.
- b. The existing service in the area to be served by the District is inadequate for present and projected needs.
- c. The District is capable of providing economical and sufficient service to the area within its proposed boundaries.
- d. The area to be included in the District has, or will have, the financial ability to discharge the proposed indebtedness on a reasonable basis.
- e. Adequate service is not, or will not be, available to the area through the county or other existing municipal or quasi-municipal corporations, including existing special districts, within a reasonable time and on a comparable basis.
- f. The facility and service standards of the District are compatible with the facility and service standards of each county within which the proposed special district is to be located and each municipality that is an interested party under § 32-1-204(1).
- g. The proposal is in substantial compliance with any Town long-term master plans.
- h. The proposal is in compliance with any duly adopted county, regional, or state long-range water quality management plan for the area.
- i. The creation of the District will be in the best interests of the area proposed to be served.

Section 4. Based on the foregoing, the Board of Trustees approves the Service Plan, as submitted, and as attached hereto and incorporated herein by this reference as **Exhibit A**, without conditions.

Section 5. The Board of Trustees contingently approves the Intergovernmental Agreement attached as Exhibit F to the Service Plan, subject to any non-material changes approved by the Town Attorney, including any non-material changes and updates to the Agreement as consistent with the Service Plan or as needed to update contact information. Upon approval by

the Town Attorney and Board of Directors of the District, the Mayor may execute the Intergovernmental Agreement on behalf of the Town.

Section 6. This Resolution is effective immediately upon approval by the Board of Trustees.

ADOPTED THIS 2nd DAY OF SEPTEMBER, 2025.

TOWN OF PLATTEVILLE

Mike Cowper, Mayor

ATTEST:

Danette Schlegel, Town Clerk

**SERVICE PLAN FOR
PLATTE VIEW METROPOLITAN DISTRICT
TOWN OF PLATTEVILLE, COLORADO**

Approved: September 2, 2025

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I. INTRODUCTION

a. Purpose and Intent.

The Platte View Commerce Center is a light industrial and commercial development (the “**Project**”) in the Town of Platteville, Colorado (the “**Town**”). The Project is anticipated to have 9 developable lots ranging in size from approximately 2.3 acres to 5 acres for use as light industrial and small office/warehouse.

The Platte View Metropolitan District (the “**District**”) is an independent unit of local government, separate and distinct from the Town and, except as may otherwise be provided for by State or local law or this Service Plan, its activities are subject to review by the Town only insofar as they may deviate in a material matter from the requirements of the Service Plan.

The District is being organized to provide Public Improvements for the use and benefit of all taxpayers of the District. The purpose of the District will be to finance the construction of these Public Improvements and provide ongoing operation and maintenance services as more specifically set forth in this Service Plan.

b. Need for the District.

There are currently no other governmental entities, including the Town, 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, financing, operation and maintenance of the Public Improvements needed for the Project. Formation of the District is therefore necessary in order for the Public Improvements required for the Project to be provided in the most economic manner possible.

c. Objective of the Town Regarding District’s Service Plan.

The Town’s objective in approving the Service Plan is to authorize the District to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment and financing of the Public Improvements from the proceeds of Debt to be issued by the District and other legally available revenues of the District and for the operation and maintenance of the Public Improvements not accepted for operation and maintenance by another entity.

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 an approved agreement or other document by the Town and any amendments thereto and any site plans for the Project approved by the Town from time to time which, among other things, identifies Public Improvements necessary for facilitating development of the Project.

Board: means the Board of Directors of the District.

Board of Trustees: means the Board of Trustees of the Town of Platteville.

Debt: means bonds, notes, contracts, reimbursement agreements, or other multiple fiscal year financial obligations issued by the District or other obligations for the payment of which the District has promised to impose an *ad valorem* property tax mill levy and/or impose and collect Fees.

Developer: means the owner or owners of property within the District, any affiliates of such owner or owners and their successors and assigns, but Developer does not include an End User.

Developer Debt: means bonds, notes, contracts, reimbursement agreements or other multiple fiscal year financial obligations issued by the District to the Developer for reimbursement of sums advanced or paid on behalf of the District to fund organization of the District, pay for the design and construction of Public Improvements and/or operation and maintenance expenses or to cover Debt service. Developer Debt shall be subordinate to the Debt of the District. Developer Debt does not include Developer Loan.

Developer Loan: means reimbursement agreements or other obligations between the Developer and the District for the reimbursement of sums advanced or paid on behalf of the District to fund organization of the District, pay for the design or construction of Public Improvements and/or operation and maintenance expenses or to cover Debt service that are not multiple fiscal year obligations and are subject to annual appropriation.

District: means the Platte View Metropolitan District.

District Boundaries: means the boundaries or the area shown in the District Boundary Map and legally described in Exhibit B.

End User: means any owner or occupant of any taxable real property within the District after such property has been vertically developed. By way of illustration, a commercial property owner or commercial tenant is an End User. The Developer and any business entity that constructs or owns commercial structures for lease is not an End User.

External Financial Advisor: means a consultant that: (1) 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; (2) shall be an underwriter, investment banker, or individual listed as a public finance advisor in the Bond Buyer's Municipal Market Place; and (3) is not an officer or employee of the District or the Developer.

Fees: means any fee imposed and/or received by the District pursuant to Section 32-1-1001(l) for services, programs, improvements, or facilities provided by the District.

Financial Plan: means the Financial Plan described in Section VII 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.

Maximum Debt Mill Levy: means the maximum mill levy the District is permitted to impose for payment of Debt.

O&M Mill Levy: means the mill levy imposed by the District to provide for operation and maintenance services to the District's taxpayers and service users.

Privately Placed Debt: means Debt that is placed directly with the Debt purchaser and without the use of an underwriter as a purchaser and reseller of the Debt, and includes, but is not limited to, Developer Debt and bank loans.

Project: means the Platte View Commerce Center development.

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, to serve the future taxpayers and inhabitants of the District as determined by the Board.

Service Plan: means this service plan for the District approved by the Town.

Service Plan Amendment: means an amendment to the Service Plan approved by the Town in accordance with applicable law.

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

State: means the State of Colorado.

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

III. BOUNDARIES

The District Boundaries includes approximately 28.75 acres. A vicinity map is attached as **Exhibit A** and a legal description and map of the District Boundaries is attached as **Exhibit B**.

IV. PROPOSED LAND USE/POPULATION PROJECTIONS/ASSESSED VALUATION

The District consists of approximately 28.75 acres of land and will contain approximately 9 light industrial or commercial buildings with outdoor secured storage yards at completion. The estimated population of the District at build-out is approximately 0 persons because there is no residential property within the District.

The current assessed valuation of the District is assumed to be \$0 (property within the District is currently zoned and used for agricultural purposes) and, at build out is expected to be sufficient to reasonably discharge the Debt under the Financial Plan.

Approval of this Service Plan by the Town 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

The District shall have the power and authority to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment, financing, operation and maintenance of Public Improvements, within and without the boundaries of the District, as permitted by the Special District Act and other applicable statutes, common law and the Constitution. Without limiting the foregoing powers and authority, a general description of the types of Public Improvements and services the District shall be authorized to provide, but is not limited to, is as follows:

a. Types of Improvements.

i. Street Improvements.

The District shall have the power and authority to plan, design, acquire, construct, install, relocate, redevelop, operate and maintain street and roadway improvements including, but not limited to, related landscaping, curbs, gutters, sidewalks, culverts and other drainage facilities, pedestrian ways, bridges, overpasses, interchanges, signage, median islands, alleys, parking facilities, paving, lighting, grading and irrigation structures, together with all necessary, incidental and appurtenant facilities, land and easements, and all extensions of and improvements to said facilities. It is anticipated that street improvements not conveyed to the Town, Weld County or other appropriate entity will be owned and maintained by the District.

ii. Water Improvements.

Subject to the limitations set forth herein, the District shall have the power and authority to plan, design, acquire, construct, install, relocate, redevelop, operate and maintain potable, non-potable and irrigation water systems including, but not limited to, transmission lines, distribution mains and laterals, storage and treatment facilities, water right acquisition, together with all necessary, incidental and appurtenant facilities, land and easements, and all extensions of and improvements to said facilities. Water improvements shall include the installation of fire hydrants or other fire suppression items as required.

The Property is located within the Town of Platteville and within the boundaries of the Central Weld County Water District (“**Central Weld**”). Water service will ultimately be provided by the Town of Platteville. The District’s exercise of its power to provide water services will be limited to financing and constructing water improvements that are dedicated to Central Weld or

the Town of Platteville for ownership, operations and maintenance. Following acceptance by Central Weld and the Town of Platteville, the water improvements constructed by the District will be owned, operated and maintained by Central Weld or the Town of Platteville, respectively.

Central Weld does not provide for the construction and financing of the water facilities to be provided by the District as generally described in this Service Plan. Therefore, the improvements or facilities to be financed, acquired, constructed, completed or installed by the District for water service do not duplicate or interfere with any other improvements or facilities already constructed or planned to be constructed by Central Weld within or without the boundaries of the District.

iii. Safety Protection Improvements.

The District shall have the power and authority to plan, design, acquire, construct, install, relocate, redevelop, operate and maintain traffic and safety controls and devices on streets, highways and railroad crossings including, but not limited to, signalization, signage and striping, together with all necessary, incidental and appurtenant facilities, land and easements, and all extensions of and improvements to said facilities. It is anticipated that safety protection improvements not conveyed to the Town, Weld County, or other appropriate entity will be owned and maintained by the District.

iv. Park and Recreation Improvements.

The District shall have the power and authority to plan, design, acquire, construct, install, relocate, redevelop, operate and maintain park and recreation facilities and programs including, but not limited to, parks, pedestrian ways and plazas, fountains, exterior artwork, bike paths, bike storage facilities, signage, interpretive kiosks and facilities, open space, landscaping, cultural activities, community centers, recreational centers, water bodies, wildlife preservation and mitigation areas, irrigation facilities, playgrounds, pocket parks, swimming pools, and other active and passive recreational facilities, together with all necessary, incidental and appurtenant facilities, land and easements, and all extensions of and improvements to said facilities. It is anticipated that park and recreation improvements not conveyed to the Town or other appropriate entity will be owned and maintained by the District.

v. Transportation Improvements.

The District shall have the power and authority within the District Boundaries to plan, design, acquire, construct, install, relocate, redevelop, operate and maintain improvements related to transport the public by bus, rail or any other means of conveyance, or any combination thereof, including, but not limited to, bus stops and shelters, park-and-ride facilities, parking facilities, and bike storage facilities together with all necessary, incidental and appurtenant facilities, land and easements, and all extensions of and improvements to said facilities. It is anticipated that transportation improvements not conveyed to the Town or other appropriate entity will be owned and maintained by the District.

vi. Mosquito Control.

The District shall have the power to provide for the eradication and control of mosquitos, including but not limited to elimination or treatment of breeding grounds and the purchase, lease, contracting or other use of equipment or supplies for mosquito control.

vii. Storm Sewer

The District shall have the power and authority to finance, design, construct, acquire, install, own, operate, maintain, and provide for flood and surface drainage improvements, including, but not limited to, culverts, dams, retaining walls, access way inlets, detention and retention ponds, paving, roadside swales, curbs and gutters, disposal works and facilities, water quality facilities, and all necessary and proper equipment, with all necessary and incidental and appurtenant facilities, land and easements, together with extensions and improvements thereto. It is anticipated that storm sewer improvements not conveyed to the Town or other appropriate entity will be owned and maintained by the District.

b. Other Powers.

i. Operations and Maintenance.

The District shall be authorized to operate and maintain Public Improvements not conveyed to the Town or other appropriate entities.

ii. Security Services.

Subject to the provisions of § 32-1-1004(7), C.R.S., the District shall have the power to furnish security services within the District.

iii. Covenant Enforcement.

Subject to the provisions of § 32-1-1004(8), C.R.S., the District shall have the power to furnish covenant enforcement and design review services within the District.

iv. Solid Waste Disposal, Collection and Transport.

The District shall have the power and authority to provide solid waste disposal, collection and transportation services within the boundaries of the District subject to the limitations in § 32-1-1006(6), (7), C.R.S.

v. Phasing; Deferral.

Except as may be limited herein, the District shall have the right, without having to amend this Service Plan, to defer, delay, reschedule, re-phase or restructure the financing and/or construction of the Public Improvements to accommodate the pace of development within the Project, resource availability and the funding capability of the District.

vi. Service Plan Amendment.

The District shall have the authority to amend or modify this Service Plan, as needed, subject to the applicable statutory procedures.

vii. Subdistricts and Special Improvement Districts

The District shall be authorized to create subdistricts and special improvements districts with the power to levy assessments as permitted by Colorado law. Any subdistrict authorized under this provision shall be deemed to refer to the District and to each such subdistrict collectively, so that the aggregate mill levy that may be imposed by the District and any subdistrict combined shall not exceed the Maximum Debt Mill Levy or the Mill Levy Cap and the aggregate Debt does not exceed the Total Debt Issuance Limit.

viii. Intergovernmental Agreements.

The District shall have the authority to enter into such intergovernmental agreements as may be necessary or appropriate to perform the functions for which the District has been organized, including the provision of Public Improvements required by any Approved Development Plan or the ownership and maintenance of Public Improvements outside of the District's boundaries. The District shall provide a copy of any intergovernmental agreements to which it is a party to the Town as part of its annual report.

ix. Additional Services.

Except as specifically provided herein, the District shall be authorized to provide such additional services and exercise such powers as are expressly or impliedly granted by Colorado law.

c. Limitations

i. Eminent Domain Limitation.

The District shall not exercise its statutory power of eminent domain without the prior written consent of the Board of Trustees, which shall be evidenced by a resolution of the Board of Trustees duly considered and adopted at a regular or special meeting of the Board of Trustees.

ii. Construction Standards Limitation.

The District will ensure that the Public Improvements are designed and constructed in accordance with the applicable standards and specifications of the Town and of other governmental entities having proper jurisdiction.

iii. Financial Obligation Limitation.

Prior to the issuance of any Privately Placed Debt, but excluding Developer 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 interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable securities or loans; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is at a market rate and reasonable considering the financial circumstances of the District.

Prior to the issuance of any Developer Debt, the District shall obtain the certification of an External Financial Advisor who is also a registered municipal advisor as required by § 32-1-1101(7)(a), C.R.S.

iv. Inclusion Limitation.

The District may not include additional property into its boundaries unless such property is also located within the Town of Platteville.

v. Total Debt Issuance Limitation.

The District shall not issue Debt in excess of the Total Debt Issuance Limit; provided, however, any refunding Debt or Developer Loan shall not count against the Total Debt Issuance Limit.

VI. ESTIMATE OF PUBLIC IMPROVEMENT COSTS

An estimate of the costs of the Public Improvements which may be planned for, designed, acquired, constructed, installed, relocated, redeveloped, maintained or financed is approximately Four Million One Hundred Fifty Thousand Dollars (\$4,150,000) as set forth in **Exhibit C**. Maps depicting the estimated location of the Public Improvements are attached as **Exhibit D**. All construction cost estimates are based on the assumption that construction conforms to applicable local, State or Federal requirements. Actual Public Improvements to be constructed and their costs may vary, and the Board shall have the discretion to construct any Public Improvements needed for the Project, including those set forth in an authorized in an Approved Development Plan, and to increase or decrease the costs of any category of Public Improvements to serve the Project as development occurs without the necessity of amending this Service Plan.

VII. 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 taxes imposed and collected at a mill levy no higher than the Maximum Debt Mill Levy, Fees, and other legally available revenues.

The Financial Plan, attached as **Exhibit E**, sets forth projections for the financing of the Public Improvements. The timing and amounts associated with the development of the Project and the issuance of any Debt shall be based upon the pace of development within the District and at the discretion of the Board of Directors. Accordingly, Debt issued by the District may be issued on a schedule and in such year or years as the District determines shall meet the needs of the Financial Plan and may be phased and altered as appropriate. The Financial Plan provides an illustration of how the Public Improvements and other services of the District may be financed. However, the final terms of the Debt financing are likely to be different and shall be determined by the District, subject to any limitations in this Service Plan.

The total Debt that the District shall be permitted to issue shall not exceed Seven Million One-Hundred Eighty-Five Thousand Dollars (\$7,185,000) (the “**Total Debt Issuance Limit**”) 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 and phased to serve development as it occurs. Increases necessary to accomplish a refunding, reissuance or restructuring of Debt shall not count against the Total Debt Issuance Limit. A repayment obligation that does not require voter approval and is subject to annual appropriation shall not count against the Total Debt Issuance Limit.

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 of the District (and associated specific ownership tax revenues) and Fees. 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 § 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, including Privately Placed Debt or Developer Debt, is expected to be the market rate at the time the Debt is issued. In the event of a default, the proposed maximum interest rate on any Debt is not expected to exceed eighteen percent (18%). The proposed maximum underwriting discount will be five percent (5%). Debt, when issued, will comply with all relevant requirements of this Service Plan, State law and Federal law as then applicable to the issuance of public securities.

The interest rate on any Developer Loan, Developer Debt, or debt issued to a director of the District or to an entity with respect to which a director of the District must make disclosure under § 24-18-109, C.R.S., must not exceed the municipal market data “AAA” general obligation, thirty-year constant maturity, or successor index if replaced, plus four hundred basis points, as of the seventh business day prior to the date of issuance of that debt and must have a maximum final maturity of not more than forty years from the date of issuance.

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 of the District for payment of Debt, and shall be determined as follows:

i. For the portion of any aggregate District Debt which exceeds fifty percent (50%) of the District's assessed valuation, the Maximum Debt Mill Levy for such portion of Debt shall be fifty (50) mills), provided that if, on or after January 1, 2024, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement, the mill levy limitation applicable to such Debt may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2024, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the method of calculating actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

ii. For the portion of any aggregate District Debt which is equal to or less than fifty percent (50%) of the District's assessed valuation, either on the date of issuance or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Debt Mill Levy and, as a result, the mill levy may be such amount as is necessary to pay the debt service on such Debt, without limitation of rate. For purposes of the foregoing, once Debt has been determined to be equal to or less than fifty percent (50%) of the District's assessed valuation, so that the District is entitled to pledge to its payment an unlimited ad valorem mill levy, the District may provide that such Debt shall remain secured by such unlimited mill levy, notwithstanding any subsequent change in the District's Debt to assessed ratio. All Debt issued by the District must be issued in compliance with the requirements of Section 32-1-1101, C.R.S., and all other requirements of State law.

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 Town as part of a Service Plan Amendment.

d. Debt Repayment Sources.

The District may impose a mill levy as a primary source of revenue for repayment of Debt. 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.

e. Security for Debt.

The District shall not pledge any revenue or property of the Town as security for the indebtedness set forth in this Service Plan. Approval of this Service Plan shall not be construed as a guarantee by the Town 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 Town in the event of default by the District in the payment of any such obligation.

f. District's Operating Costs/Operations Mill Levy.

The estimated cost of engineering services, legal services and administrative services, together with the estimated costs of the District's organization and initial operations, are anticipated to be Fifty-Thousand Dollars (\$50,000), 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 operated and maintained. The District will be responsible for operations and maintenance of all Public Improvements constructed until accepted for operations and maintenance by another jurisdiction.

The District's first year's operating budget is estimated to be Twenty-Five Thousand Dollars (\$25,000) which is anticipated to be provided by an advance from the Developer which is anticipated to be repaid from funds available in the operating funds in the future or proceeds from Debt. At full development, the District's anticipated operating budget is estimated to be One Hundred Thousand Dollars (\$100,000), which is intended to be funded with property taxes.

The District is authorized to impose an O&M Mill Levy. The Maximum Debt Mill Levy shall not apply to the District's ability to increase its mill levy as necessary for provision of operation and maintenance services to its taxpayers and service users.

g. 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 pursuant to advance written approval of the Town. This Section shall not apply to State or Federal grants for which there is a competitive application process, or specific ownership taxes which shall be distributed to and shall constitute a revenue source for the District without any limitation.

h. 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 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 non-bankruptcy law" as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

VIII. ANNUAL REPORT AND NOTICES

The District shall submit an annual report to the Town no later than October 1 of each year following the year in which the Order and Decree creating the District has been issued. The annual report shall include the information required by § 32-1-207(3), C.R.S.

The District shall cause the owner of real property within the District that first sells property within the District after the organization of the District to provide the notice required by § 38-35.7-110, C.R.S. to each potential buyer of real property within the District concurrently with or prior to execution of a contract to sell the real property, with such notice to be provided for any sale even if for non-residential use. This requirement does not apply to sales subsequent to the first sale of property after organization of the District.

IX. DISSOLUTION

In no event shall the District be dissolved until the District has provided for the payment or discharge of all of their outstanding indebtedness and other financial obligations as required by law. If there is no construction of Public Improvements or issuance of Debt within five years of the District's organization, the District shall begin dissolution proceedings in accordance and subject to §§ 32-1-701 to -710, C.R.S.

X. INTERGOVERNMENTAL AGREEMENTS

a. Town of Platteville

A proposed form of the Intergovernmental Agreement relating to the limitations imposed on the District's activities, as modified to conform with this Service Plan, is attached hereto as **Exhibit F**. 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.

b. Additional Agreements

The District anticipates entering into intergovernmental agreements as needed regarding the provision of public improvements and services to the Project.

XI. CONCLUSION

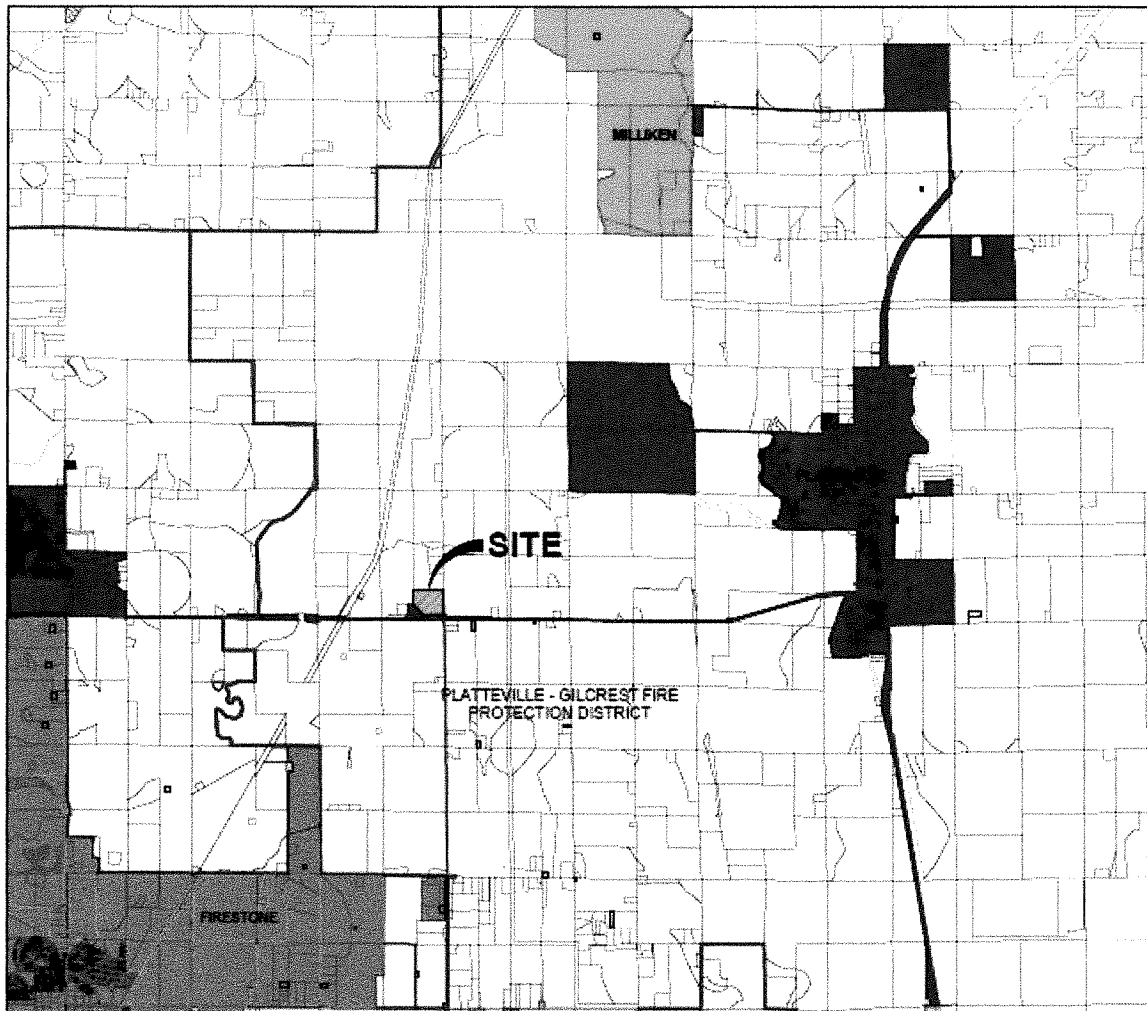
It is submitted that this Service Plan for the District, as required by Section 32-1-203(2) and (2.5), C.R.S., establishes that:

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;
5. Adequate service is not, and will not be, available to the area through the Town or other existing municipal or quasi-municipal corporations, including existing special District, 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 Town 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 by the Town.
8. The proposal is in compliance with any duly adopted Town, 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

Vicinity Map



VICINITY MAP
1" = 5000'



0 5000'
SCALE: 1" = 5000'

EXHIBIT B

District Boundary Map and Legal Description

LOT 10
3,061 SQ. FT.
0.070 ACRES

LOT 1
101,615 SQ. FT.
2.333 ACRES

LOT 2
101,627 SQ. FT.
2.333 ACRES

LOT 3
101,627 SQ. FT.
2.333 ACRES

LOT 4
101,459 SQ. FT.
2.333 ACRES

LOT 5
102,992 SQ. FT.
2.384 ACRES

LOT 6
104,400 SQ. FT.
2.397 ACRES

LOT 7
128,635 SQ. FT.
2.953 ACRES

LOT 8
138,846 SQ. FT.
3.188 ACRES

LOT 9
221,909 SQ. FT.
5.094 ACRES

SAGINOR LANE

NELSON BULL DITCH

HIGHWAY 66

LOT 10
3,061 SQ. FT.
0.070 ACRES

LOT 1
101,615 SQ. FT.
2.333 ACRES

LOT 2
101,627 SQ. FT.
2.333 ACRES

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221,909 SQ. FT.
5.094 ACRES

SAGINOR LANE

NELSON BULL DITCH

HIGHWAY 66

Legal Description

Platte View Commerce Center Subdivision, Being a Replat of Lot A, Recorded Exemption No. 1209-21-4 RECX19-0002, located in the Southeast Quarter of Section 21, Township 3 North, Range 67 West of the 6th P.M., Town of Platteville, County of Weld, State of Colorado.

EXHIBIT C

Estimated Costs of Public Improvements

PLATTE VIEW COMMERCE CENTER

Estimated Costs of Public Improvements

13-Dec-24

	District Total
Public Improvements	
Survey	\$ 31,784
Grading	\$ 590,799
Erosion Control	\$ 73,632
On-Site Storm Sewer	\$ 232,692
On-Site Domestic Water	\$ 265,519
Water Main Extension	\$ 949,213
Traffic Control	\$ 66,745
Concrete	\$ 125,624
Paving	\$ 293,203
Signage & Striping	\$ 10,595
Fencing/Gates	\$ 10,912
Construction Management	\$ 44,450
Subtotal	\$ 2,695,168
Contingency (15%)	\$ 404,275
TOTAL	\$ 3,099,444

Future CDOT Traffic Signal Cost Summary

13-Dec-24

Traffic Signal	
Signal and Cabinets	\$ 407,888
Traffic Control	\$ 68,864
Grading	\$ 21,613
Concrete	\$ 23,308
Striping	\$ 25,427
Construction Management	\$ 15,892
Subtotal	\$ 562,992
Contingency (15%)	\$ 84,449
TOTAL	\$ 647,440

Plus:

Estimate to Increase Size of Water Main Extension
from 8 inches to 12 inches = \$400,000

Grand Total = \$4,146,884

EXHIBIT D

Public Improvement Maps

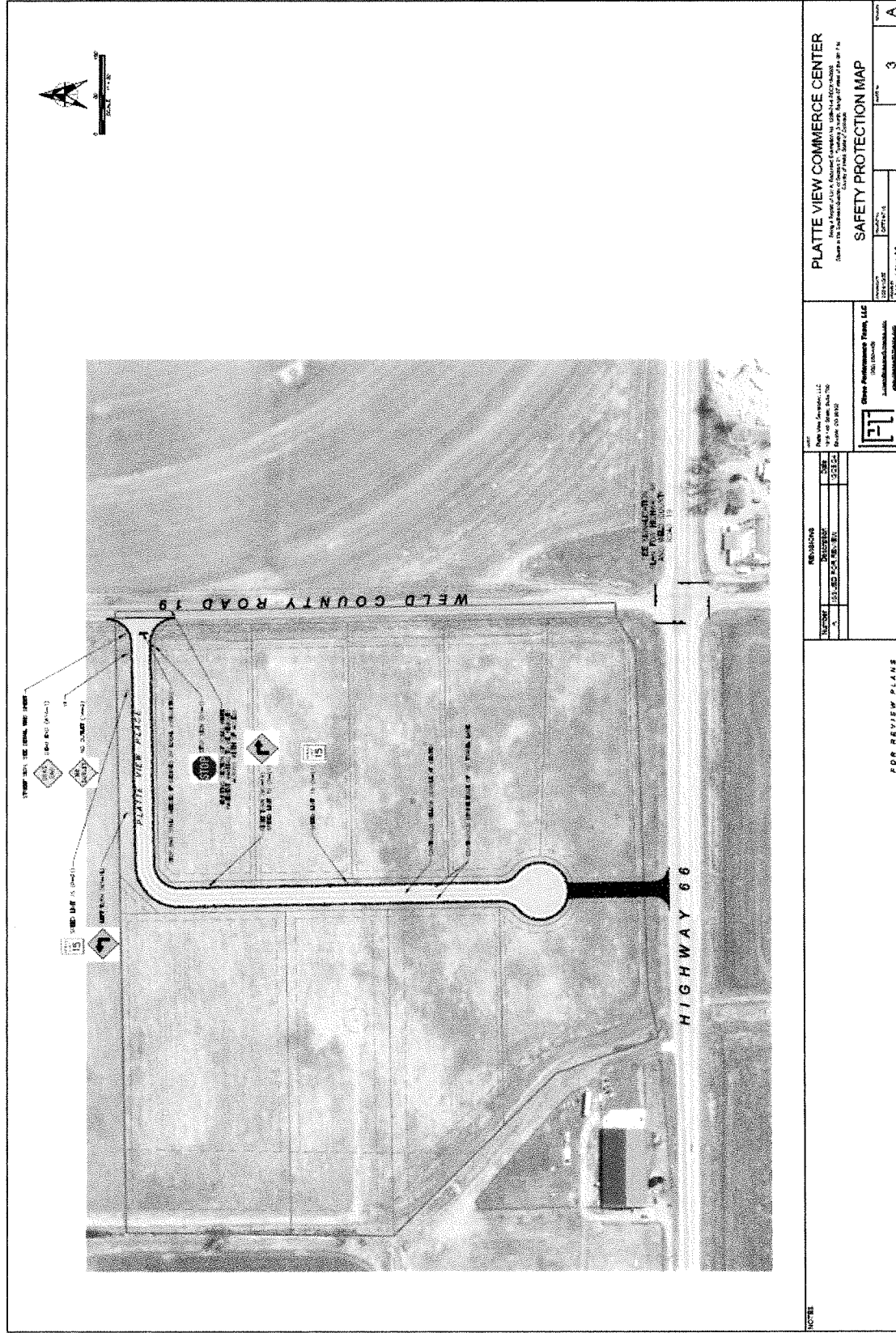


EXHIBIT E

Financial Plan

PLATTE VIEW METROPOLITAN DISTRICT
Weld County, Colorado
~~~~~  
**GENERAL OBLIGATION BONDS, SERIES 2026**  
~~~~~  
Service Plan

Bond Assumptions	Series 2026	Total
Closing Date	12/1/2026	
First Call Date	12/1/2031	
Final Maturity	12/1/2056	
Sources of Funds		
Par Amount	7,185,000	7,185,000
Total	7,185,000	7,185,000
Uses of Funds		
Project Fund	\$5,421,988	\$5,421,988
Debt Service Reserve	561,000	561,000
Capitalized Interest	808,313	808,313
Costs of Issuance	393,700	393,700
Total	7,185,000	7,185,000
Bond Features		
Projected Coverage at Mill Levy Cap	120x	
Tax Status	Tax-Exempt	
Rating	Non-Rated	
Average Coupon	5.000%	
Annual Trustee Fee	\$4,000	
Biennial Reassessment		
Residential	2.00%	
Commercial	2.00%	
Taxing Authority Assumptions		
Metropolitan District Revenue		
Residential Assessment Ratio		
Service Plan Gallagherization Base	6.80%	
Current Assumption	6.80%	
Commercial Assessment Ratio		
Service Plan Gallagherization Base	25.00%	
Current Assumption	25.00%	
Debt Service Mills		
Service Plan Mill Levy Cap	50.000	
Maximum Adjusted (Stabilized) Cap	50.000	
Target Mill Levy	50.000	
Specific Ownership Taxes	6.00%	
County Treasurer Fee	1.50%	
Operations		
Operations Mill Levy	10.000	
Total Mill Levy	60.000	



PLATTE VIEW METROPOLITAN DISTRICT
Development Summary

Statutory Actual Value (2024)	Commercial										Total Commercial
	Commercial 1,2 (Ibdt)	Commercial 3,4,5 (Ibdt)	Commercial 6,7 (Ibdt)	Commercial 8,9 (Ibdt)	Product E	Product F	Product G	Product H			
	\$200	\$200	\$200	\$200	\$	\$	\$	\$	\$		
2024	-	-	-	-	-	-	-	-	-	-	
2025	-	-	-	-	-	-	-	-	-	-	
2026	40,000	-	-	-	-	-	-	-	-	40,000	
2027	-	70,000	-	-	-	-	-	-	-	70,000	
2028	-	-	40,000	-	-	-	-	-	-	40,000	
2029	-	-	-	40,000	-	-	-	-	-	40,000	
2030	-	-	-	-	-	-	-	-	-	-	
2031	-	-	-	-	-	-	-	-	-	-	
2032	-	-	-	-	-	-	-	-	-	-	
2033	-	-	-	-	-	-	-	-	-	-	
2034	-	-	-	-	-	-	-	-	-	-	
2035	-	-	-	-	-	-	-	-	-	-	
2036	-	-	-	-	-	-	-	-	-	-	
2037	-	-	-	-	-	-	-	-	-	-	
2038	-	-	-	-	-	-	-	-	-	-	
2039	-	-	-	-	-	-	-	-	-	-	
2040	-	-	-	-	-	-	-	-	-	-	
2041	-	-	-	-	-	-	-	-	-	-	
2042	-	-	-	-	-	-	-	-	-	-	
2043	-	-	-	-	-	-	-	-	-	-	
2044	-	-	-	-	-	-	-	-	-	-	
2045	-	-	-	-	-	-	-	-	-	-	
2046	-	-	-	-	-	-	-	-	-	-	
2047	-	-	-	-	-	-	-	-	-	-	
2048	-	-	-	-	-	-	-	-	-	-	
2049	-	-	-	-	-	-	-	-	-	-	
2050	-	-	-	-	-	-	-	-	-	-	
2051	-	-	-	-	-	-	-	-	-	-	
2052	-	-	-	-	-	-	-	-	-	-	
2053	-	-	-	-	-	-	-	-	-	-	
2054	-	-	-	-	-	-	-	-	-	-	
Total Units	40,000	70,000	40,000	40,000	-	-	-	-	-	190,000	
Total Statutory Actual Value	\$8,000,000	\$14,000,000	\$8,000,000	\$8,000,000	\$	\$	\$	\$	\$	\$38,000,000	

11/20/2024
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PLATTE VIEW METROPOLITAN DISTRICT
Assessed Value Calculation

	Vacant Land			Commercial				Total	
	Cumulative Statutory Actual Value ¹	VAR	Assessed Value In Collection Year (2-year lag)	Total Commercial SF	Biennial Reassessment 2.00%	Cumulative Statutory Actual Value	CAR		Assessed Value In Collection Year (2-year lag)
2023	0	29.000%	0	0	0	0	29.000%	0	0
2024	0	27.900%	0	0	0	0	27.900%	0	0
2025	800,000	27.900%	0	0	0	0	27.900%	0	0
2026	1,400,000	27.000%	0	40,000	0	8,323,200	27.000%	0	0
2027	800,000	26.000%	208,000	70,000	463,602	23,180,112	26.000%	2,060,800	2,430,800
2028	800,000	25.000%	350,000	40,000	463,602	32,303,172	25.000%	5,795,028	5,995,028
2029	0	25.000%	200,000	40,000	0	41,135,818	25.000%	8,075,793	8,275,793
2030	0	25.000%	200,000	0	822,716	41,958,534	25.000%	10,283,954	10,283,954
2031	0	25.000%	0	0	0	41,958,534	25.000%	10,489,634	10,489,634
2032	0	25.000%	0	0	839,171	42,797,705	25.000%	10,489,634	10,489,634
2033	0	25.000%	0	0	855,954	43,653,659	25.000%	10,699,428	10,699,428
2034	0	25.000%	0	0	873,073	44,526,732	25.000%	10,913,415	10,913,415
2035	0	25.000%	0	0	890,535	45,417,287	25.000%	11,131,683	11,131,683
2036	0	25.000%	0	0	908,345	46,325,612	25.000%	11,354,317	11,354,317
2037	0	25.000%	0	0	926,512	47,252,125	25.000%	11,581,403	11,581,403
2038	0	25.000%	0	0	945,042	48,197,187	25.000%	11,813,031	11,813,031
2039	0	25.000%	0	0	963,943	49,161,110	25.000%	12,049,292	12,049,292
2040	0	25.000%	0	0	983,222	50,144,333	25.000%	12,290,278	12,290,278
2041	0	25.000%	0	0	1,002,867	51,147,219	25.000%	12,536,083	12,536,083
2042	0	25.000%	0	0	1,022,944	52,170,164	25.000%	12,786,805	12,786,805
2043	0	25.000%	0	0	1,043,403	53,213,587	25.000%	13,042,541	13,042,541
2044	0	25.000%	0	0	1,064,271	54,277,838	25.000%	13,303,392	13,303,392
2045	0	25.000%	0	0					
2046	0	25.000%	0	0					
2047	0	25.000%	0	0					
2048	0	25.000%	0	0					
2049	0	25.000%	0	0					
2050	0	25.000%	0	0					
2051	0	25.000%	0	0					
2052	0	25.000%	0	0					
2053	0	25.000%	0	0					
2054	0	25.000%	0	0					
2055	0	25.000%	0	0					
2056	0	25.000%	0	0					
Total				190,000	13,805,822				

1. Vacant land value calculated in year prior to construction as 10% of full-out market value

12-4-2024

Draft. For discussion purposes only



PLATTE VIEW METROPOLITAN DISTRICT
Revenue Calculation

	District Mill Levy Revenue				Expenses		Total
	Assessed Value in Collection Year (2 year lag)	Debt Mill Levy 50,000 Cap 50,000 Target	Debt Mill Levy Collections 98.3%	Specific Ownership Taxes 8.00%	County Treasurer Fee 1.50%	Annual Trustee Fee \$4,000	
2023	0	0.000	0	0	0	0	0
2024	0	0.000	0	0	0	0	0
2025	0	0.000	0	0	0	0	0
2026	0	0.000	0	0	0	0	0
2027	208,000	50,000	10,348	621	(155)	(4,000)	8,814
2028	2,430,800	50,000	120,932	7,256	(1,814)	(4,000)	122,374
2029	5,995,028	50,000	298,253	17,895	(4,474)	(4,000)	307,874
2030	8,275,793	50,000	411,721	24,703	(6,176)	(4,000)	426,248
2031	10,283,954	50,000	511,827	30,698	(7,874)	(4,000)	530,650
2032	10,489,634	50,000	521,859	31,312	(7,828)	(4,000)	541,343
2033	10,489,634	50,000	521,859	31,312	(7,828)	(4,000)	541,343
2034	10,899,426	50,000	532,266	31,938	(7,984)	(4,000)	552,250
2035	10,899,426	50,000	532,266	31,938	(7,984)	(4,000)	552,250
2036	10,913,415	50,000	542,942	32,577	(8,144)	(4,000)	563,375
2037	10,913,415	50,000	542,942	32,577	(8,144)	(4,000)	563,375
2038	11,131,683	50,000	553,801	33,228	(8,307)	(4,000)	574,722
2039	11,131,683	50,000	553,801	33,228	(8,307)	(4,000)	574,722
2040	11,354,317	50,000	564,877	33,893	(8,473)	(4,000)	586,287
2041	11,354,317	50,000	564,877	33,893	(8,473)	(4,000)	586,287
2042	11,581,403	50,000	576,175	34,570	(8,643)	(4,000)	598,103
2043	11,581,403	50,000	576,175	34,570	(8,643)	(4,000)	598,103
2044	11,813,031	50,000	587,686	35,262	(8,815)	(4,000)	610,145
2045	11,813,031	50,000	587,686	35,262	(8,815)	(4,000)	610,145
2046	12,049,292	50,000	598,452	35,967	(8,982)	(4,000)	622,428
2047	12,049,292	50,000	598,452	35,967	(8,982)	(4,000)	622,428
2048	12,290,278	50,000	611,441	36,686	(9,172)	(4,000)	634,958
2049	12,290,278	50,000	611,441	36,686	(9,172)	(4,000)	634,958
2050	12,536,083	50,000	623,670	37,420	(9,355)	(4,000)	647,735
2051	12,536,083	50,000	623,670	37,420	(9,355)	(4,000)	647,735
2052	12,786,805	50,000	636,144	38,169	(9,542)	(4,000)	660,770
2053	12,786,805	50,000	636,144	38,169	(9,542)	(4,000)	660,770
2054	13,042,541	50,000	648,688	38,932	(9,733)	(4,000)	674,085
2055	13,042,541	50,000	648,688	38,932	(9,733)	(4,000)	674,085
2056	13,303,382	50,000	661,844	39,711	(9,928)	(4,000)	687,827
Total			16,013,171	980,790	(240,198)	(120,000)	16,613,764



PLATTE VIEW METROPOLITAN DISTRICT
Senior Debt Service

	Total Revenue Available for Debt Service	Net Debt Service Series 2026		Senior Surplus Fund			Ratio Analysis	
		Dated: 12/1/25	Par: \$7,185,000	Annual Surplus	Cumulative Balance \$716,500 Max	Released Revenue	Senior Debt to Assessed Value	Debt Service Coverage
2023	0			0	0	0	n/a	n/a
2024	0			6,814	6,814	0	3454%	n/a
2025	0			122,374	129,188	0	298%	n/a
2026	0			36,237	167,424	0	120%	114%
2027	6,814			66,998	234,422	0	87%	119%
2028	122,374	289,438		91,400	325,822	0	70%	121%
2029	307,674	359,250		91,093	416,915	0	66%	120%
2030	426,248	439,250		90,843	507,758	0	67%	120%
2031	530,650	450,250		96,750	604,508	0	65%	121%
2032	541,343	450,250		97,250	701,758	0	64%	121%
2033	541,343	450,500		94,125	716,500	77,353	61%	120%
2034	552,250	455,500		95,875	716,500	95,875	60%	121%
2035	552,250	455,000		96,222	716,500	99,222	58%	121%
2036	563,375	467,500		96,972	716,500	96,972	56%	120%
2037	574,722	475,500		101,797	716,500	101,797	54%	121%
2038	574,722	477,750		100,797	716,500	100,797	52%	121%
2039	586,297	485,500		102,103	716,500	102,103	49%	121%
2040	586,297	486,000		102,803	716,500	102,803	48%	121%
2041	598,103	495,500		105,645	716,500	105,645	45%	121%
2042	598,103	504,500		102,845	716,500	102,845	43%	120%
2043	610,145	507,500		107,678	716,500	107,678	40%	121%
2044	610,145	514,750		106,428	716,500	106,428	36%	121%
2045	622,428	516,000		108,456	716,500	108,456	34%	121%
2046	622,428	525,750		109,206	716,500	109,206	32%	121%
2047	634,956	539,250		108,485	716,500	108,485	29%	120%
2048	634,956	536,500		111,485	716,500	111,485	26%	121%
2049	647,735	547,500		113,270	716,500	113,270	22%	121%
2050	647,735	547,250		113,520	716,500	113,520	19%	121%
2051	660,770	561,000		113,085	716,500	113,085	15%	120%
2052	660,770	558,000		116,065	716,500	116,065	12%	121%
2053	674,085	573,000		114,527	0	833,127	8%	120%
2054	674,085							
2055	687,627							
2056								
Total	16,613,764	13,607,938		2,925,826		2,925,826		

12/4/2024

Draft: For discussion purposes only



PLATTE VIEW METROPOLITAN DISTRICT
Operations Projection

	Total	Assessed Value in Collection Year (2-year lag)	Operations Mill Levy 10.000 Target	Ops Mill Levy Collections 99.5%	Specific Ownership Taxes 6%	County Treasurer Fee 1.50%	Total Revenue Available for Operations	Total Mills Total District Mills
2023	0	0	0.000	0	0	0	0	0.000
2024	0	0	0.000	0	0	0	0	0.000
2025	0	0	0.000	0	0	0	0	0.000
2026	0	0	0.000	0	0	0	0	0.000
2027	206,000	206,000	10,000	2,070	124	(33)	2,161	60,000
2028	2,430,600	2,430,600	10,000	24,166	1,451	(365)	25,253	60,000
2029	5,995,028	5,995,028	10,000	59,651	3,579	(946)	62,281	60,000
2030	8,275,793	8,275,793	10,000	82,344	4,941	(1,309)	85,976	60,000
2031	10,263,954	10,263,954	10,000	102,325	6,140	(1,627)	106,838	60,000
2032	10,469,634	10,469,634	10,000	104,372	6,262	(1,660)	108,975	60,000
2033	10,469,634	10,469,634	10,000	104,372	6,262	(1,660)	108,975	60,000
2034	10,699,426	10,699,426	10,000	106,459	6,389	(1,693)	111,154	60,000
2035	10,699,426	10,699,426	10,000	106,459	6,389	(1,693)	111,154	60,000
2036	10,913,415	10,913,415	10,000	108,566	6,515	(1,727)	113,377	60,000
2037	10,913,415	10,913,415	10,000	108,566	6,515	(1,727)	113,377	60,000
2038	11,131,683	11,131,683	10,000	110,760	6,646	(1,761)	115,645	60,000
2039	11,131,683	11,131,683	10,000	110,760	6,646	(1,761)	115,645	60,000
2040	11,354,317	11,354,317	10,000	112,975	6,779	(1,796)	117,956	60,000
2041	11,354,317	11,354,317	10,000	112,975	6,779	(1,796)	117,956	60,000
2042	11,561,403	11,561,403	10,000	115,235	6,914	(1,832)	120,317	60,000
2043	11,561,403	11,561,403	10,000	115,235	6,914	(1,832)	120,317	60,000
2044	11,813,031	11,813,031	10,000	117,540	7,052	(1,869)	122,723	60,000
2045	11,813,031	11,813,031	10,000	117,540	7,052	(1,869)	122,723	60,000
2046	12,049,292	12,049,292	10,000	119,850	7,193	(1,906)	125,176	60,000
2047	12,049,292	12,049,292	10,000	119,850	7,193	(1,906)	125,176	60,000
2048	12,290,278	12,290,278	10,000	122,268	7,337	(1,944)	127,681	60,000
2049	12,290,278	12,290,278	10,000	122,268	7,337	(1,944)	127,681	60,000
2050	12,536,083	12,536,083	10,000	124,734	7,484	(1,983)	130,235	60,000
2051	12,536,083	12,536,083	10,000	124,734	7,484	(1,983)	130,235	60,000
2052	12,766,805	12,766,805	10,000	127,229	7,634	(2,023)	132,839	60,000
2053	12,766,805	12,766,805	10,000	127,229	7,634	(2,023)	132,839	60,000
2054	13,042,541	13,042,541	10,000	129,773	7,786	(2,063)	135,466	60,000
2055	13,042,541	13,042,541	10,000	129,773	7,786	(2,063)	135,466	60,000
2056	13,303,392	13,303,392	10,000	132,369	7,942	(2,105)	138,206	60,000
Total				3,202,634	192,156	(50,922)	3,343,870	

SOURCES AND USES OF FUNDS
PLATTE VIEW METROPOLITAN DISTRICT
WELD COUNTY, COLORADO
GENERAL OBLIGATION BONDS, SERIES 2026
50,000 (target) Mills
Non-Rated, 120x, 30-yr. Maturity
(SERVICE PLAN: Full Growth + 2.00% Bi-Reassessment Projections)

Dated Date 12/01/2026
Delivery Date 12/01/2026

Sources:	
<hr/>	
Bond Proceeds:	
Par Amount	7,185,000.00
	<hr/>
	7,185,000.00
	<hr/>
Uses:	
<hr/>	
Project Fund Deposits:	
Project Fund	5,421,987.50
Other Fund Deposits:	
Capitalized Interest Fund	808,312.50
Debt Service Reserve Fund	561,000.00
	<hr/>
	1,369,312.50
Cost of Issuance:	
Other Cost of Issuance*	250,000.00
Delivery Date Expenses:	
Underwriter's Discount	143,700.00
	<hr/>
	7,185,000.00
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BOND SUMMARY STATISTICS

PLATTE VIEW METROPOLITAN DISTRICT
WELD COUNTY, COLORADO
GENERAL OBLIGATION BONDS, SERIES 2026
50.000 (target) Mills
Non-Rated, 120x, 30-yr. Maturity
(SERVICE PLAN: Full Growth + 2.00% Bi-Reassessment Projections)

Dated Date	12/01/2026
Delivery Date	12/01/2026
First Coupon	09/01/2027
Last Maturity	12/01/2056
Arbitrage Yield	5.000000%
True Interest Cost (TIC)	5.158930%
Net Interest Cost (NIC)	5.000000%
All-In TIC	5.446864%
Average Coupon	5.000000%
Average Life (years)	21.913
Weighted Average Maturity (years)	21.913
Duration of Issue (years)	12.986
Par Amount	7,185,000.00
Bond Proceeds	7,185,000.00
Total Interest	7,872,250.00
Net Interest	8,015,950.00
Bond Years from Dated Date	157,445,000.00
Bond Years from Delivery Date	157,445,000.00
Total Debt Service	15,057,250.00
Maximum Annual Debt Service	1,134,000.00
Average Annual Debt Service	501,909.33
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 2056	7,185,000.00	100.000	5.000%	21.913	10/29/2048	11,136.75
	7,185,000.00			21.913		11,136.75

	TIC	All-In TIC	Arbitrage Yield
Par Value	7,185,000.00	7,185,000.00	7,185,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount	-143,700.00	-143,700.00	
- Cost of Issuance Expense		-250,000.00	
- Other Amounts			
Target Value	7,041,300.00	6,791,300.00	7,185,000.00
Target Date	12/01/2026	12/01/2026	12/01/2026
Yield	5.158930%	5.446864%	5.000000%

BOND DEBT SERVICE
PLATTE VIEW METROPOLITAN DISTRICT
WELD COUNTY, COLORADO
GENERAL OBLIGATION BONDS, SERIES 2026
50,000 (target) Mills
Non-Rated, 120x, 30-yr. Maturity
(SERVICE PLAN: Full Growth + 2.00% Bi-Reassessment Projections)

Dated Date 12/01/2026
Delivery Date 12/01/2026

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
06/01/2027			179,625	179,625	
12/01/2027			179,625	179,625	359,250
06/01/2028			179,625	179,625	
12/01/2028			179,625	179,625	359,250
06/01/2029			179,625	179,625	
12/01/2029			179,625	179,625	359,250
06/01/2030			179,625	179,625	
12/01/2030			179,625	179,625	359,250
06/01/2031			179,625	179,625	
12/01/2031	50,000	5.000%	179,625	259,625	439,250
06/01/2032			177,625	177,625	
12/01/2032	55,000	5.000%	177,625	272,625	460,250
06/01/2033			175,250	175,250	
12/01/2033	100,000	5.000%	175,250	275,250	460,500
06/01/2034			172,750	172,750	
12/01/2034	110,000	5.000%	172,750	282,750	465,500
06/01/2035			170,000	170,000	
12/01/2035	115,000	5.000%	170,000	285,000	465,000
06/01/2036			167,125	167,125	
12/01/2036	135,000	5.000%	167,125	302,125	469,250
06/01/2037			163,750	163,750	
12/01/2037	140,000	5.000%	163,750	303,750	467,500
06/01/2038			160,250	160,250	
12/01/2038	155,000	5.000%	160,250	315,250	475,500
06/01/2039			156,375	156,375	
12/01/2039	165,000	5.000%	156,375	321,375	477,750
06/01/2040			152,250	152,250	
12/01/2040	160,000	5.000%	152,250	332,250	484,500
06/01/2041			147,750	147,750	
12/01/2041	190,000	5.000%	147,750	337,750	485,500
06/01/2042			143,000	143,000	
12/01/2042	210,000	5.000%	143,000	363,000	496,000
06/01/2043			137,750	137,750	
12/01/2043	220,000	5.000%	137,750	357,750	495,500
06/01/2044			132,250	132,250	
12/01/2044	240,000	5.000%	132,250	372,250	504,500
06/01/2045			126,250	126,250	
12/01/2045	255,000	5.000%	126,250	381,250	507,500
06/01/2046			119,875	119,875	
12/01/2046	275,000	5.000%	119,875	394,875	514,750
06/01/2047			113,000	113,000	
12/01/2047	290,000	5.000%	113,000	403,000	515,000
06/01/2048			105,750	105,750	
12/01/2048	315,000	5.000%	105,750	422,750	526,500
06/01/2049			97,875	97,875	
12/01/2049	330,000	5.000%	97,875	427,875	525,750
06/01/2050			89,625	89,625	
12/01/2050	360,000	5.000%	89,625	449,625	539,250
06/01/2051			80,625	80,625	
12/01/2051	375,000	5.000%	80,625	455,625	535,250
06/01/2052			71,250	71,250	
12/01/2052	405,000	5.000%	71,250	476,250	547,500
06/01/2053			61,125	61,125	
12/01/2053	425,000	5.000%	61,125	486,125	547,250
06/01/2054			50,500	50,500	
12/01/2054	450,000	5.000%	50,500	510,500	561,000
06/01/2055			39,000	39,000	
12/01/2055	480,000	5.000%	39,000	519,000	568,000
06/01/2056			27,000	27,000	
12/01/2056	1,080,000	5.000%	27,000	1,107,000	1,134,000
			7,155,000	7,872,250	15,067,250
				15,067,250	15,067,250

NET DEBT SERVICE

PLATTE VIEW METROPOLITAN DISTRICT
WELD COUNTY, COLORADO
GENERAL OBLIGATION BONDS, SERIES 2026
50,000 (target) Mills
Non-Rated, 120x, 30-yr. Maturity
(SERVICE PLAN: Full Growth + 2.00% Bi-Reassessment Projections)

Period Ending	Principal	Interest	Total Debt Service	Debt Service Reserve Fund	Capitalized Interest Fund	Net Debt Service
12/01/2027		359,250	359,250		359,250.00	
12/01/2028		359,250	359,250		359,250.00	
12/01/2029		359,250	359,250		89,812.50	269,437.50
12/01/2030		359,250	359,250			359,250.00
12/01/2031	80,000	359,250	439,250			439,250.00
12/01/2032	95,000	359,250	450,250			460,250.00
12/01/2033	100,000	350,500	450,500			460,500.00
12/01/2034	110,000	345,500	455,500			465,500.00
12/01/2035	115,000	340,000	455,000			465,000.00
12/01/2036	135,000	334,250	469,250			469,250.00
12/01/2037	140,000	327,500	467,500			467,500.00
12/01/2038	155,000	320,500	475,500			475,500.00
12/01/2039	165,000	312,750	477,750			477,750.00
12/01/2040	180,000	304,500	484,500			484,500.00
12/01/2041	190,000	295,500	485,500			485,500.00
12/01/2042	210,000	286,000	496,000			496,000.00
12/01/2043	220,000	275,500	495,500			495,500.00
12/01/2044	240,000	264,500	504,500			504,500.00
12/01/2045	255,000	252,500	507,500			507,500.00
12/01/2046	275,000	239,750	514,750			514,750.00
12/01/2047	290,000	226,000	516,000			516,000.00
12/01/2048	315,000	211,500	526,500			526,500.00
12/01/2049	330,000	195,750	525,750			525,750.00
12/01/2050	360,000	179,250	539,250			539,250.00
12/01/2051	375,000	161,250	536,250			536,250.00
12/01/2052	405,000	142,500	547,500			547,500.00
12/01/2053	425,000	122,250	547,250			547,250.00
12/01/2054	460,000	101,000	561,000			561,000.00
12/01/2055	480,000	78,000	558,000			558,000.00
12/01/2056	1,080,000	54,000	1,134,000	561,000		573,000.00
	7,185,000	7,872,250	15,057,250	561,000	808,312.50	13,887,937.50

BOND SOLUTION
PLATTE VIEW METROPOLITAN DISTRICT
WELD COUNTY, COLORADO
GENERAL OBLIGATION BONDS, SERIES 2026
50.000 (target) Mills
Non-Rated, 120x, 30-yr. Maturity
(SERVICE PLAN: Full Growth + 2.00% Bi-Reassessment Projections)

Period Ending	Proposed Principal	Proposed Debt Service	Debt Service Adjustments	Total Adj Debt Service	Revenue Constraints	Unused Revenues	Debt Service Coverage
12/01/2027		359,250	-359,250		6,814	6,814	
12/01/2028		359,250	-359,250		122,374	122,374	
12/01/2029		359,250	-89,813	269,438	307,674	38,237	114.191%
12/01/2030		359,250		359,250	426,248	66,998	118.649%
12/01/2031	90,000	439,250		439,250	530,650	91,400	120.608%
12/01/2032	95,000	450,250		450,250	541,343	91,093	120.232%
12/01/2033	100,000	460,500		460,500	541,343	90,843	120.165%
12/01/2034	110,000	465,500		465,500	552,250	96,750	121.240%
12/01/2035	115,000	465,000		465,000	552,250	97,250	121.374%
12/01/2036	135,000	469,250		469,250	563,375	94,125	120.056%
12/01/2037	140,000	467,500		467,500	563,375	95,875	120.508%
12/01/2038	155,000	475,500		475,500	574,722	99,222	120.887%
12/01/2039	165,000	477,750		477,750	574,722	96,972	120.298%
12/01/2040	180,000	484,500		484,500	586,297	101,797	121.011%
12/01/2041	190,000	485,500		485,500	586,297	100,797	120.761%
12/01/2042	210,000	496,000		496,000	598,103	102,103	120.585%
12/01/2043	220,000	495,500		495,500	598,103	102,603	120.707%
12/01/2044	240,000	504,500		504,500	610,145	105,645	120.940%
12/01/2045	255,000	507,500		507,500	610,145	102,645	120.226%
12/01/2046	275,000	514,750		514,750	622,428	107,678	120.918%
12/01/2047	290,000	516,000		516,000	622,428	106,428	120.626%
12/01/2048	315,000	526,500		526,500	634,658	108,158	120.596%
12/01/2049	330,000	525,750		525,750	634,658	109,208	120.772%
12/01/2050	360,000	539,250		539,250	647,735	108,485	120.118%
12/01/2051	375,000	538,250		538,250	647,735	111,485	120.790%
12/01/2052	405,000	547,500		547,500	660,770	113,270	120.689%
12/01/2053	425,000	547,250		547,250	660,770	113,520	120.744%
12/01/2054	460,000	561,000		561,000	674,065	113,065	120.154%
12/01/2055	480,000	558,000		558,000	674,065	116,065	120.800%
12/01/2056	1,080,000	1,134,000	-561,000	573,000	687,627	114,627	120.005%
	7,195,000	15,057,250	-1,369,313	13,687,938	16,813,764	2,925,826	

EXHIBIT F

Form of Intergovernmental Agreement

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE TOWN OF PLATTEVILLE, COLORADO
AND THE
PLATTE VIEW METROPOLITAN DISTRICT**

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2025, by and between the **TOWN OF PLATTEVILLE**, a Colorado municipal corporation (the “**Town**”), and the **PLATTE VIEW METROPOLITAN DISTRICT**, 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.

RECITALS

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

B. 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 Town on March 4, 2025 (the “**Service Plan**”); and

C. The Service Plan refers to the execution of an Intergovernmental Agreement between the Town and the District; and

D. 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

E. 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:

TERMS AND CONDITIONS

1. Operations and Maintenance. The District shall operate and maintain any part or all the Public Improvements of which the District retains ownership and that are not otherwise conveyed or dedicated to the Town or other governmental entity. The District may impose an O&M Mill Levy in accordance with Section VII.f of the Service Plan or other Fees and charges as necessary to provide for administrative and general operating expenses, operating and maintaining Public Improvements, and financing Public Improvements as described in the Service Plan.

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. 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 applicable standards and specifications of the Town and of other governmental entities having proper jurisdiction. The District will obtain the Town's approval of all plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

4. Issuance of Debt. Prior to the issuance of any Privately Placed Debt, but excluding Developer 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 interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable securities or loans; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is at a market rate and reasonable considering the financial circumstances of the District.

Prior to the issuance of any Developer Debt, the District shall obtain the certification of an External Financial Advisor who is also a registered municipal advisor as required by § 32-1-1101(7)(a), C.R.S.

5. Inclusion. The District may not include additional property into its boundaries unless such property is also located within the Town of Platteville.

6. Initial Debt Limitation. On or before the effective date of approval by the Town of an Approved Development Plan 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 shall not issue Debt in excess of Seven Million One-Hundred Eighty-Five Thousand Dollars (\$7,185,000). Any refunding Debt or Developer Loan shall not count against the Total Debt Issuance Limit.

8. 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 of the District for payment of Debt, and shall be determined as follows:

a. For the portion of any aggregate District Debt which exceeds fifty percent (50%) of the District's assessed valuation, the Maximum Debt Mill Levy for such portion of Debt shall be fifty (50) mills), provided that if, on or after January 1, 2024, there are changes in

the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement, the mill levy limitation applicable to such Debt may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2024, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the method of calculating actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

b. For the portion of any aggregate District Debt which is equal to or less than fifty percent (50%) of the District's assessed valuation, either on the date of issuance or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Debt Mill Levy and, as a result, the mill levy may be such amount as is necessary to pay the debt service on such Debt, without limitation of rate. For purposes of the foregoing, once Debt has been determined to be equal to or less than fifty percent (50%) of the District's assessed valuation, so that the District is entitled to pledge to its payment an unlimited ad valorem mill levy, the District may provide that such Debt shall remain secured by such unlimited mill levy, notwithstanding any subsequent change in the District's Debt to assessed ratio. All Debt issued by the District must be issued in compliance with the requirements of Section 32-1-1101, C.R.S., and all other requirements of State law.

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 Town as part of a Service Plan Amendment.

9. 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 pursuant to advance written approval of the Town. This Section shall not apply to State of Federal grants for which there is a competitive application process, or specific ownership taxes which shall be distributed to and shall constitute a revenue source for the District without any limitation.

10. Limitations on Developer Loans and Developer Debt.

a. The Developer may loan the District money as described in the Service Plan. The interest rate on any Developer Loan, Developer Debt, or debt issued to a director of the District or to an entity with respect to which a director of the District must make disclosure under § 24-18-109, C.R.S., must not exceed the municipal market data "AAA" general obligation, thirty-year constant maturity, or successor index if replaced, plus four hundred basis points, as of the seventh business day prior to the date of issuance of that debt and must have a maximum final maturity of not more than forty years from the date of issuance.

b. The District shall obtain a certification described in Paragraph 4 of this Agreement for all Developer Debt.

c. After the issuance of Debt, the District may obtain a Developer Loan to repay Debt subject to the provisions in Paragraph 13(a) of this Agreement. If the District wishes to repay Debt with a Developer Loan that does not meet the requirements of this Section 11, the District must provide the Town with copies of the financing and issuing documents, and comply with Section 32-1-207(3), C.R.S.

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 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:

- c. Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Service Plan Amendment; and
- d. 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 non-bankruptcy law" as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

12. Material Modification - Debt. Any Debt issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy (except as permitted by Section VII.c.ii 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.

13. Eminent Domain Limitation. The District shall not exercise its statutory power of eminent domain without the prior written consent of the Board of Trustees, which shall be evidenced by a resolution of the Board of Trustees duly considered and adopted at a regular or special meeting of the Board of Trustees.

14. Covenant Enforcement. The District shall have the power to provide covenant enforcement and design review services within its boundaries, subject to the requirements and limitations set forth in Section 32-1-1004(8), C.R.S.

15. 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 Board of Trustee'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.

Disclosure to Property Owners. The District shall cause a written notice regarding the existence of the District to be recorded against all of the real property within the District as required by § 32-1-104.8, C.R.S. Such notice shall be filed with the Town Manager within thirty (30) days following the date on which the same has been recorded in the real property records of

Weld County, Colorado. The District shall cause the owner of real property within the District that first sells property within the District after the organization of the District to provide the notice required by § 38-35.7-110, C.R.S. to each potential buyer of real property within the District concurrently with or prior to execution of a contract to sell the real property, with such notice to be provided for any sale even if for non-residential use. This requirement does not apply to sales subsequent to the first sale of property after organization of the District.

16. 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.

17. 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: Platte View Metropolitan District

[Info. to be Added]

To the Town: Town Manager
Town of Platteville
400 Grand Ave.
Platteville, CO 80651

With a copy to: Town Attorney

[Info. to be Added]

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.

18. Miscellaneous.

a. Defined Terms. Unless otherwise defined in this Agreement, capitalized terms shall have the meaning provided in the Service Plan.

b. 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.

c. No Assignments. 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.

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

e. 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, phrase, or other provision shall not affect any of the remaining provisions of this Agreement.

f. Execution of Documents. This Agreement may 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.

g. 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.

h. 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.

i. 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, Colorado.

j. Terms Binding. 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.

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

l. 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.

m. Applicable Laws. The District acknowledges that all real property within the District 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.

n. 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.

[SIGNATURE PAGE FOLLOWS]

TOWN OF PLATTEVILLE, COLORADO

By:

[NAME]

Attest:

Approved as to form:

Town Clerk/Deputy Town Clerk

For Town Attorney

**PLATTE VIEW METROPOLITAN
DISTRICT**

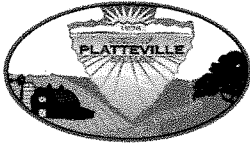
By:

[NAME, TITLE]

Attest:

Secretary

Town of Platteville, Colorado
400 Grand Avenue, 80651



Agenda Item Cover Sheet

MEETING DATE: September 2, 2025

AGENDA ITEM: Weld County Ordinance 2025-11

DEPARTMENT: Administration

PRESENTED BY: Troy Renken, Town Manager

SUMMARY

During the August 19th Board meeting public comment was given by Mary Rose Cullen, Weld County resident, regarding concerns involving Weld County Ordinance 2025-11 that is being considered by the Weld County Planning Commission on September 2nd. I obtained a memo and draft ordinance from Jim Flesher, Long-Range Planner, and provided it for your review and discussion along with information that Ms. Cullen provided. I did not attend the previous meeting but I was informed that the Board wanted to discuss this ordinance in further detail during the upcoming meeting. The Weld County Planning Commission will consider the ordinance on September 2nd and make a recommendation to the Board of County Commissioners later in September.

FINANCIAL CONSIDERATIONS

None

RECOMMENDED ACTION

TBD based upon discussion by the Board

ATTACHMENTS

Weld County Memorandum & Ordinance 2025-11

MEMORANDUM



To: Weld County Planning Commission
From: Jim Flesher, Long-Range Planner
Date: September 2, 2025
Re: Ordinance 2025-11, Chapters 23, Zoning, miscellaneous revisions

This ordinance mainly focuses on commercial vehicles and home businesses, though there are several other miscellaneous changes included.

Commercial Vehicles and Semi-Trailers

- The definition of "Commercial Vehicle" is proposed to be deleted. The current definition is as follows (words in all capitals in Chapter 23 are defined in Sec. 23-1-90):
"Any vehicle used or previously used COMMERCIALY, excluding those USES listed by right in the A (Agricultural) Zone District. A COMMERCIAL VEHICLE shall include, but is not limited to, semi-tractors and SEMI-TRAILERS, dump trucks, construction equipment, box trucks, tow trucks, and vehicles such as taxis and ride-sharing vehicles used to transport passengers for a fee. A COMMERCIAL VEHICLE shall not be allowed to deteriorate to the condition of a DERELICT VEHICLE or be utilized as a storage unit, unless the USE is allowed through the zone district. For the purposes of enforcement, two-axle passenger motor vehicles, as defined in C.R.S. Section 42-1-102(58), which could be utilized in everyday personal transport, and which are used COMMERCIALY, such as but not limited to taxis, ride-sharing vehicles, and work pick-up trucks, may be allowed in any zone district without requirement of any permits provided they are operated solely by residents thereof."
- This definition is very broad and requires determining whether a vehicle is used "Commercially". The definition of "Commercial" is:
"An activity where goods, products or services are bought, sold or transferred in ownership on a fee, contract or barter basis excluding those USES listed by right and ACCESSORY USES in the A (Agricultural) Zone District."
- Rather than trying to determine whether a vehicle meets these definitions, Ordinance 2025-11 would instead limit vehicles with a gross vehicle weight rating over 26,000 pounds, which are Class 7 and 8 vehicles according to the USDOT's classification. For simplicity, we are referring to these as "heavy vehicles" or "heavy trucks", though not adding a definition to the code.
- Vehicles under this weight rating would not be restricted in any zone district. Any number of Class 6 vehicles would be allowed on any lot, for example.
- Recreational Vehicles would be excluded.
- The definition of "Farming" would be revised and include parking of vehicles used for Farming, regardless of weight rating. (Farming is a use by right in the Agricultural zone and an accessory use in the Estate zone.)
- Semi-Trailers would be limited separately and that definition would be revised.

- The limits would be as follows:
 - Ag zone outside subdivisions and townsites, at least 2.5 acres: Two heavy trucks and two Semi-Trailers (2 + 2).
 - Ag zone outside subdivisions and townsites, less than 2.5 acres: One heavy truck and two Semi-Trailers (1 + 2).
 - Ag zone in subdivisions and townsites with at least one acre, and Estate zone: One heavy truck and one Semi-Trailer (1 + 1).
 - No heavy trucks or Semi-Trailers would be allowed in Residential zones or on lots under one acre in Ag-zoned subdivisions or townsites.
 - There would not be a limit in Commercial and Industrial zones.
- The Semi-Trailers could be used either for transport or for storage and the zoning permit we currently require for using Semi-Trailers would be eliminated.
- Semi-tractors would need to be parked at least 50 feet from adjacent lots and Semi-Trailers would need to be at least 20 feet from property lines. This would not apply to Commercial and Industrial zones or Farming.

Trucking and Transportation Companies, other ZPAGs

- Current code does not have a defined use for trucking companies so we are proposing a new definition of Trucking and Transportation Companies, which would also include "Facilities where multiple passenger transport buses, taxis, or other vehicles for transporting paying customers are parked."
- In the Ag zone outside of subdivisions and townsites, a Trucking Company could be allowed by administrative zoning permit (ZPAG), which would allow up to 15 heavy trucks plus 15 Semi-Trailers. The regulations on ZPAGs, which currently limit the number of Commercial Vehicles to nine unless approved by the Board, would be increased to this new limit of "15 + 15".
- A use by special review (USR) would be an option in those areas as well. The Board could approve a USR for a Trucking Company with any number of heavy trucks and trailers.
- In the C-3, C-4, and Industrial zones, Trucking and Transportation Companies would be allowed by administrative site plan review (SPR).
- They would not be allowed in C-1 or C-2, in Residential or Estates zones, or in Ag-zoned subdivisions and townsites.

Home Businesses

- Current code has two classes of "Home Occupations", both allowed by zoning permit in Ag and Estate zones. Residential zones allow Class 1 Home Occupations. The Ag and Estate zones also allow "Home Businesses" by USR.
- These definitions and regulations would be consolidated and simplified. We would only have Home Businesses, which would be allowed by zoning permit in Ag, Estate, and R-1 zones. The permit would be simplified as well. Its main purpose would be to have the applicant acknowledge the regulations.
- Home Business must be accessory to a residence.
- No more than 10 customers, clients, patients, students, or nonresident employees would be allowed on-site at any one time.
- Public access would be limited to 7:00 a.m. to 7:00 p.m.

- Adequate off-street parking would be required.
- Home businesses on lots smaller than one acre would need to be conducted entirely indoors or off-site.
- If activities occur outside on larger lots, opaque screening (e.g., a privacy fence at least six feet high) would be required.
- Certain uses listed in the ordinance would not be allowed by Home Business.

Other miscellaneous

- The ordinance would remove the requirement for a zoning permit for office trailers.
- Provisions regarding zoning permits for storage of unoccupied manufactured homes would also be removed.
- The ordinance defines "Public School" and "Private School" and makes them an SPR in all zones. The definition of Commercial School would be grouped with these under "School".
- Public parks, which are not defined, would be removed from the uses by right. This use is already included in the definition of Public Recreational Facilities.
- The definition of "Screen" would be updated to clarify that fencing for screening, where required, needs to be a privacy fence or wall, not chain link.
- A few other cleanup-type revisions are included as well. Please see the ordinance for more information.

Staff recommends the Planning Commission forward a recommendation of approval to the Board of County Commissioners for Ordinance 2025-11.

Before the Weld County, Colorado, Planning Commission

Resolution of Recommendation to the Board of County Commissioners

Moved by _____, that the following resolution be introduced for passage by the Weld County Planning Commission. Be it resolved by the Weld County Planning Commission that the application for:

Case Number:	Ordinance 2025-11
Planner:	Jim Flesher
Request:	In the Matter of Repealing and Reenacting with Amendments, Chapter 23 Zoning of the Weld County Code (Miscellaneous)

be recommended favorably to the Board of County Commissioners for the following reasons:

1. *Section 23-2-120.B.1 – That the existing text is in need of revision, as proposed.*
2. *Section 23-2-120.B.2 – That the proposed amendment will be consistent with the future goals and needs of the County as set out in Chapter 22 and any other applicable code provision or ordinance in effect.*
3. *Section 23-2-120.B.3 – That the proposed amendment will be consistent with the overall intent of this Chapter.*

Motion seconded by _____.

VOTE:

For Passage

Against Passage

Absent

The Chair declared the resolution passed and ordered that a certified copy be forwarded with the file of this case to the Board of County Commissioners for further proceedings.

Certification of Copy

I, Kristine Ranslem, Recording Secretary for the Weld County Planning Commission, do hereby certify that the above and foregoing resolution is a true copy of the resolution of the Planning Commission of Weld County, Colorado, adopted on September 2, 2025.

Dated the 2nd of September, 2025

Kristine Ranslem
Secretary

2025-*

ORD2025-11

Chapter 23

Zoning

ARTICLE I - General Provisions

Amend Sec. 23-1-90. - Definitions.

The following specific words and phrases, when appearing in this Chapter in uppercase letters, shall have the meanings stated in this Section:

Amend AGRICULTURAL SUPPORT AND SERVICE: Establishments principally engaged in serving DAIRIES and FARMING, excluding LIVESTOCK CONFINEMENT OPERATIONS, MEAT PROCESSING, ORGANIC FERTILIZER PRODUCTION/COMPOSTING FACILITIES, TRANSLOADING facilities, and COMMERCIAL TRUCK WASHOUT FACILITIES; and including but not limited to the following:

a. through h., no change. Delete i. and reletter j.

i. ~~Trucking companies principally engaged in the hauling of agricultural products such as crops, LIVESTOCK, DAIRY products, etc.~~

j. ~~AGRICULTURAL PROCESSING.~~

Amend COMMERCIAL SCHOOL: ~~A SCHOOL established to provide on-site training of business, trade, commercial, industrial, clerical, managerial or artistic skills, such as a beauty SCHOOL, ceramic store or driving SCHOOL. This definition applies to SCHOOLS that are owned and operated privately for profit and that do not typically offer a complete educational curriculum. This classification excludes establishments that provide training in an activity that is not otherwise generally permitted in the zone district. Incidental instructional services in conjunction with another primary USE, such as HOME BUSINESSES with classes of six (6) or fewer students, shall not be considered a COMMERCIAL SCHOOL. See the definition of SCHOOL below.~~

Delete COMMERCIAL VEHICLE. ~~COMMERCIAL VEHICLE: Any vehicle used or previously used COMMERCIALLY, excluding those USES listed by right in the A (Agricultural) Zone District. A COMMERCIAL VEHICLE shall include, but is not limited to, semi-tractors and SEMI-TRAILERS, dump trucks, construction equipment, box trucks, tow trucks, and vehicles such as taxis and ride-sharing vehicles used to transport passengers for a fee. A COMMERCIAL VEHICLE shall not be allowed to deteriorate to the condition of a DERELICT VEHICLE or be utilized as a storage unit, unless the USE is allowed through the zone district. For the purposes of enforcement, two-axle passenger motor vehicles, as defined in C.R.S. Section 42-1-102(58), which could be utilized in everyday personal transport, and which are used COMMERCIALLY, such as but not limited to taxis, ride-sharing vehicles, and work pick-up trucks, may be allowed in any zone district without requirement of any permits provided they are operated solely by residents thereof.~~

Amend CRITICAL FACILITY: A STRUCTURE or related infrastructure, but not the land upon which it is situated, that, if flooded, may result in significant hazards to public health and safety or interrupt essential services and operations for the COUNTY at any time before, during or after a FLOOD. CRITICAL FACILITIES are classified under the following categories: (A) Essential Services; (B) Hazardous Materials; (C) At-Risk Populations; and (D) Vital to Restoring Normal Services.

a. and b., no change.

c. At-Risk Populations CRITICAL FACILITIES.

1) At-risk population facilities include, but are not limited to:

a) and b), no change.

c) PUBLIC SCHOOLS and ~~private~~ PRIVATE SCHOOLS, including preschools, K-12 SCHOOLS and before- and after-school daycare serving twelve (12) or more children.

d. and e., no change.

Amend DERELICT MANUFACTURED OR MOBILE HOME: A MANUFACTURED HOME or mobile home that is partially or totally damaged by fire, earthquake, wind, or other natural causes, or is in a state of general dilapidation, deterioration, or decay resulting from ~~improper~~ lack of maintenance, vandalism, or infestation with vermin or rodents. A MANUFACTURED HOME or mobile home shall not be allowed to deteriorate to the condition of a DERELICT MANUFACTURED OR MOBILE HOME. Any such DERELICT MANUFACTURED OR MOBILE HOME shall be returned to and maintained in the condition as originally established on site and as inspected by the Building Inspection Department, or it shall be removed from the site.

Amend FARMING: Any or all of the following:

a. The cultivation of land.

b. Growing, harvesting, drying, packing, sorting, blending, storing, or selling of crops, plants, seeds, grain, flowers, or nursery stock grown by the owner and/or operator of the property, and BUILDINGS and STRUCTURES related thereto.

c. Ranching and/or the raising of LIVESTOCK, including DAIRIES, and BUILDINGS and STRUCTURES related thereto, but excluding LIVESTOCK CONFINEMENT OPERATIONS.

d. Transporting crops, plants, seeds, grain, flowers, nursery stock, DAIRY products, manure, or LIVESTOCK grown, produced, or raised on the premises to off-site facilities, but not ~~trucking companies~~ TRUCKING AND TRANSPORTATION COMPANIES principally engaged in hauling products produced off-site.

e. Selling of manure produced by LIVESTOCK owned by the owner and/or operator of the property where the sale occurs, and.

f. Storing of feed for LIVESTOCK, whether grown on- or off-site.

g. Parking of vehicles and storage of agricultural implements principally used for a., b., c., or d. in this definition above, where such parking or storage occurs on the same LOT as those activities, or on a LOT under identical ownership. Any limits in Article III of this Chapter on the number of vehicles over a certain gross vehicle weight rating shall not apply to FARMING.

Amend HOME BUSINESS: An ACCESSORY USE for the gainful employment of residents of the LOT on which the HOME BUSINESS is located. HOME BUSINESSES are required to comply with the limitations described in Article IV, Division 13, of this Chapter. ~~A USE incidental to the principal permitted USE for gainful employment of the FAMILY residing on the property, where:~~

~~a. Such USE is conducted primarily within a DWELLING UNIT or ACCESSORY STRUCTURE and principally carried on by the FAMILY resident therein.~~

~~b. Such USE is clearly incidental and secondary to the principal permitted USE and shall not change the character thereof.~~

~~A HOME BUSINESS shall not include the following: clinic, HOSPITAL, nursing home, animal hospital, HOTEL/MOTEL, RESTAURANT, FUNERAL HOME, or organized classes where more than six (6) persons meet together for instruction on a regular basis (does not include classes sponsored by a PUBLIC SCHOOL).~~

~~**Delete HOME OCCUPATION.** HOME OCCUPATION: A USE incidental to the principal permitted USE for gainful employment of the FAMILY residing on the property, where the HOME OCCUPATION complies with the requirements of Section 23-4-990. A HOME OCCUPATION shall not include the following: clinic, HOSPITAL, nursing home, animal hospital, HOTEL/MOTEL, RESTAURANT, FUNERAL HOME, vehicle or boat repair (including painting) or organized classes where more than six (6) persons meet together for instruction on a regular basis (does not include classes sponsored by a PUBLIC SCHOOL). Examples of CLASS I HOME OCCUPATIONS include, but are not limited to, home offices (no customers), cake decoration, and internet sales. A FAMILY CHILD CARE HOME shall also be considered a CLASS I HOME OCCUPATION. Examples of CLASS II HOME OCCUPATIONS include, but are not limited to, hair salons, MASSAGE PARLORS, welding shops, and tax preparation offices with customers.~~

Amend OIL AND GAS SUPPORT AND SERVICE: Establishments principally engaged in serving the oil and gas industry, including but not limited to:

- a. Class I Underground Injection Control (UKIC) wells, as defined by the US Environmental Protection Agency,
- b. Natural gas compressor stations,
- c. Natural gas processing facilities, including liquification (LNG) facilities,
- d. Oil and gas company OFFICES,
- e. OUTDOOR STORAGE yards for oil and gas equipment, including pipe laydown yards and parking/storage of drilling rigs, etc.,
- f. ~~Trucking companies principally engaged in the hauling of drilling rigs, oil and gas, pipe for use in drilling, water, etc.~~

Amend SCHOOL: Includes ~~any one (1) or more of the following categories: a PUBLIC SCHOOL (which may include PUBLIC SCHOOL extension classes), community college, junior college, college or university; an independent or parochial SCHOOL which satisfies the compulsory SCHOOL attendance requirements appearing in the School Attendance Law of 1963, Title 22, Article 33, C.R.S.; or a COMMERCIAL SCHOOL, as defined herein.~~

- a. COMMERCIAL SCHOOL: A SCHOOL established to provide on-site training of business, trade, commercial, industrial, clerical, managerial, or artistic skills, such as a beauty SCHOOL or driving SCHOOL. This definition applies to SCHOOLS that are owned and operated privately for profit and that do not typically offer a complete educational curriculum. This classification excludes establishments that provide training in an activity that is not otherwise generally permitted in the zone district. Incidental instructional services in conjunction with another primary USE, such as HOME BUSINESSES with classes of ten (10) or fewer students, shall not be considered a COMMERCIAL SCHOOL.
- b. PRIVATE SCHOOL: An independent or parochial primary or secondary educational institution for students in kindergarten through twelfth (12th) grade or any portion thereof that may or may not have attained nonprofit status, that does not receive state funding through the Public School Finance Act of 2025, Article 54 of Title 22, C.R.S., that is supported in whole or in part by tuition payments or private donations, and that satisfies

the compulsory SCHOOL attendance requirements of the School Attendance Law of 1963, Title 22, Article 33, C.R.S. This definition excludes CHILD CARE CENTERS.

- c. PUBLIC SCHOOL: A SCHOOL that receives funding from state and/or school district taxes, including but not limited to PUBLIC charter schools; a SCHOOL recognized as PUBLIC SCHOOL by the Colorado Department of Education; a PUBLIC college or university; or extension classes of a PUBLIC SCHOOL, college, or university.

Amend SCREENED: Construction and maintenance of opaque privacy fences, LANDSCAPED earth berms, or the USE of LANDSCAPING materials or other materials used with the approval of the Department of Planning Services to lessen the noise, light, heat, or visual impacts of a USE on surrounding USES ADJACENT LOTS. Where a USE or LOT is required to be SCREENED, any fencing materials used for such SCREENING shall include metal, composite, vinyl, wood, or similar materials, or a masonry wall. Chain link, with or without slats or windscreen privacy mesh, is not acceptable SCREENING.

Amend SEMI-TRAILER: Any wheeled vehicle, without motor power, trailer that is designed to be used in conjunction with a laden or unladen semi-truck tractor so that some part of its own the weight of the SEMI-TRAILER and that of its cargo load rests upon, or is carried by, such laden or unladen semi-truck tractor and that is generally and commonly used to carry and transport property over PUBLIC highways and STREETS/ROADS. SEMI-TRAILER does not include RECREATIONAL VEHICLES.

Insert TRUCKING AND TRANSPORTATION COMPANIES: Any of the following COMMERCIAL establishments:

- a. Commercial carrier USES where multiple SEMI-TRAILERS and semi-tractor trucks or other heavy vehicles that require a commercial driver's license (CDL) to operate are parked.
- b. Facilities where multiple passenger transport buses, taxis, or other vehicles for transporting paying customers are parked.

Amend VIOLATION: The failure of a USE, STRUCTURE, or other DEVELOPMENT to be fully compliant with this Chapter.

All other definitions remain unchanged.

ARTICLE II - Procedures and Permits

Division 3 - Site Plan Review

Division 9 - Fees

Amend Sec. 23-2-920. - Investigation fee.

An additional investigation fee shall be added to the cost of the permit application when specific land, USES, BUILDINGS, MOBILE HOMES, MANUFACTURED HOMES and STRUCTURES that require a permit or other approval by this Chapter are located, moved, operated, or constructed prior to obtaining a permit or other required approval. The investigation fee shall be fifty percent (50%) of the fee established for the required application. ~~by separate action by the Board of County Commissioners for Land Use Applications. In no event shall the investigation fee exceed an amount set by separate action by the Board of County Commissioners.~~ The payment of such investigation fee shall not relieve any persons from fully complying with the requirements of this Chapter, nor from any other penalties prescribed herein.

ARTICLE III - Zone Districts

Division 1 - A (Agricultural) Zone District

Amend Sec. 23-3-20. - Uses allowed by right outside of subdivisions and historic townsites.

No BUILDING, STRUCTURE, or land shall be used and no BUILDING or STRUCTURE shall hereafter be erected, structurally altered, enlarged, or maintained in the A (Agricultural) Zone District on LOTS outside of SUBDIVISIONS and HISTORIC TOWNSITES except for one (1) or more of the following USES.

A. through G., no change.

Delete H. PUBLIC parks.

Delete I. PUBLIC SCHOOLS.

Reletter as appropriate. No other changes to section.

Insert Sec. 23-3-25. - Uses allowed subject to site plan review outside of subdivisions and historic townsites.

The following BUILDINGS, STRUCTURES, and USES shall be allowed in the A (Agricultural) Zone District on LOTS outside of SUBDIVISIONS and HISTORIC TOWNSITES following approval and recording of a Site Plan in accordance with Article II, Division 3, of this Chapter.

A. PRIVATE SCHOOLS and PUBLIC SCHOOLS.

Amend Sec. 23-3-30. - Accessory uses outside of subdivisions and historic townsites.

The following BUILDINGS, STRUCTURES and USES shall be allowed in the A (Agricultural) Zone District on LOTS outside of SUBDIVISIONS and HISTORIC TOWNSITES so long as they are clearly incidental and ACCESSORY to an allowed USE:

A. through F., no change.

~~Amend G: Parking areas and parking STRUCTURES, including parking of one (1) COMMERCIAL VEHICLE per LEGAL LOT.~~ Vehicle parking, subject to the following limitations.

1. No more than one (1) heavy motor vehicle with a gross vehicle weight rating of more than twenty-six thousand (26,000) pounds shall be parked on-site, not counting RECREATIONAL VEHICLES, unless the LOT is at least two and one-half (2.5) acres.
2. On LOTS of at least two and one-half (2.5) acres, no more than two (2) heavy motor vehicles with a gross vehicle weight rating of more than twenty-six thousand (26,000) pounds shall be parked on-site, not counting RECREATIONAL VEHICLES.
3. No more than two (2) SEMI-TRAILERS shall be parked on-site, whether used for storage or for transport.
4. Vehicles shall comply with all applicable regulations set forth in Section 23-4-55, Parking of semi-trailers and heavy vehicles, of this Chapter.

~~Delete H. Up to two (2) SEMI-TRAILERS used as ACCESSORY storage per LEGAL LOT.~~

Reletter as appropriate. No other changes to section.

Amend Sec. 23-3-35. - Uses allowed by permit outside of subdivisions and historic townsites.

No USE listed in this Section shall commence construction or operation in the A (Agricultural) Zone District on LOTS outside of SUBDIVISIONS and HISTORIC TOWNSITES without prior approval of a land use permit from the Department of Planning Services or Department of Public Health and Environment, as applicable. Any USE conducted outside of an ENCLOSED BUILDING may be required to be SCREENED from adjacent PUBLIC RIGHTS-OF-WAY and ADJACENT LOTS in any zone district other than I-3 as a condition of approval of the permit, as determined by the Department of Planning Services.

A. through J., no change.

Amend K. ~~HOME OCCUPATIONS permitted under Division 13 of Article IV of this Chapter.~~ HOME BUSINESSES, subject to the limitations of Division 13 of Article IV of this Chapter.

L. through U., no change.

Insert new V. TRUCKING AND TRANSPORTATION COMPANIES permitted under Division 17 of Article IV of this Chapter.

Reletter as appropriate. No other changes to section.

Amend Sec. 23-3-40. - Uses by special review outside of subdivisions and historic townsites.

The following BUILDINGS, STRUCTURES and USES may be constructed, occupied, operated and maintained on LOTS outside of SUBDIVISIONS and HISTORIC TOWNSITES in the A (Agricultural) Zone District upon approval of a Special Review Permit in accordance with the requirements and procedures set forth in Article II, Division 4 of this Chapter, or Article II, Division 5, in the case of MAJOR FACILITIES OF PUBLIC UTILITIES OR PUBLIC AGENCIES.

A. through L, no change.

Delete M. ~~HOME BUSINESSES.~~

N. through Y, no change.

Delete Z. ~~Private SCHOOLS.~~

AA. through DD., no change.

Delete EE. ~~More than the number of SEMI-TRAILERS as ACCESSORY storage allowed by right or by permit.~~

FF. through JJ., no change.

Insert after "TRANSLOADING":

II. TRUCKING AND TRANSPORTATION COMPANIES.

Reletter as appropriate. No other changes to section.

Amend Sec. 23-3-45. - Uses allowed by right in subdivisions and historic townsites.

No BUILDING, STRUCTURE or land shall be used, and no BUILDING or STRUCTURE shall hereafter be erected, structurally altered, enlarged or maintained in the A (Agricultural) Zone District in SUBDIVISIONS or HISTORIC TOWNSITES except for one (1) or more of the following USES:

A. through F., no change.

Delete G. ~~PUBLIC parks.~~

Delete H. ~~PUBLIC SCHOOLS.~~

Reletter as appropriate. No other changes to section.

Insert Sec. 23-3-47. - Uses allowed subject to site plan review in subdivisions and historic townsites.

The following BUILDINGS, STRUCTURES, and USES shall be allowed in the A (Agricultural) Zone District on LOTS in SUBDIVISIONS and HISTORIC TOWNSITES following approval and recording of a Site Plan in accordance with Article II, Division 3, of this Chapter.

A. PRIVATE SCHOOLS and PUBLIC SCHOOLS.

Amend Sec. 23-3-50. - Accessory uses in subdivisions and townsites.

The following BUILDINGS, STRUCTURES and USES shall be allowed in the A (Agricultural) Zone District on LOTS in SUBDIVISIONS and HISTORIC TOWNSITES so long as they are clearly incidental and ACCESSORY to an allowed USE:

A. through F., no change.

Amend G: ~~Parking areas and parking STRUCTURES, not including parking of COMMERCIAL VEHICLES.~~ Vehicle parking, subject to the following limitations.

1. No heavy motor vehicle with a gross vehicle weight rating of more than twenty-six thousand (26,000) pounds shall be parked on-site, not counting RECREATIONAL VEHICLES, unless the LOT is at least one (1) acre.
2. On LOTS of at least one (1) acre, one (1) heavy motor vehicle with a gross vehicle weight rating of more than twenty-six thousand (26,000) pounds may be parked on-site, not counting RECREATIONAL VEHICLES.
3. No SEMI-TRAILERS shall be parked on LOTS of less than one (1) acre. On LOTS of at least one (1) acre, one (1) SEMI-TRAILER may be parked on-site.
4. Vehicles shall comply with all applicable regulations set forth in Section 23-4-55, Parking of semi-trailers and heavy vehicles, of this Chapter.

No other changes to section.

Amend Sec. 23-3-55. - Uses allowed by permit in subdivisions and historic townsites.

No USE listed in this Section shall commence construction or operation in the A (Agricultural) Zone District on LOTS in SUBDIVISIONS and HISTORIC TOWNSITES without prior approval of a land use permit from the Department of Planning Services or Department of Public Health and Environment, as applicable. Any USE conducted outside of an ENCLOSED BUILDING may be required to be SCREENED from adjacent PUBLIC RIGHTS-OF-WAY and ADJACENT LOTS in any zone district other than I-3 as a condition of approval of the permit, as determined by the Department of Planning Services.

A. through C., no change.

Delete D. ~~Parking of one (1) COMMERCIAL VEHICLE per LEGAL LOT permitted under Division 12 of Article IV of this Chapter.~~

E. through G., no change.

Amend H. ~~HOME OCCUPATIONS permitted under Division 13 of Article IV of this Chapter.~~ HOME BUSINESSES, subject to the limitations of Division 13 of Article IV of this Chapter.

I. through M., no change.

Delete N. ~~One (1) SEMI-TRAILER used as ACCESSORY storage per LEGAL LOT permitted under Division 11 of Article IV of this Chapter.~~

Reletter as appropriate. No other changes to section.

Amend Sec. 23-3-60. - Uses by special review in subdivisions.

The following BUILDINGS, STRUCTURES and USES may be constructed, occupied, operated and maintained on LOTS in SUBDIVISIONS in the A (Agricultural) Zone District upon approval of a Special Review Permit in accordance with the requirements and procedures set forth in Article II, Division 4 of this Chapter.

A. through K., no change.

Delete L. ~~HOME BUSINESSES.~~

M. through O., no change.

Delete P. ~~Private SCHOOLS.~~

R. and S., no change.

Delete T. ~~More than the number of SEMI-TRAILERS as ACCESSORY storage allowed by right or by permit.~~

Reletter as appropriate. No other changes to section.

Amend Sec. 23-3-65. - Uses by special review in historic townsites.

The following BUILDINGS, STRUCTURES and USES may be constructed, occupied, operated and maintained on LOTS in HISTORIC TOWNSITES in the A (Agricultural) Zone District upon approval of a Special Review Permit in accordance with the requirements and procedures set forth in Article II, Division 4 of this Chapter.

A. through Q., no change.

Delete R. ~~HOME BUSINESSES.~~

S. through DD., no change.

Delete EE. ~~More than the number of SEMI-TRAILERS as ACCESSORY storage allowed by right or by permit.~~

Renumber as appropriate. No other changes to section.

Amend Sec. 23-3-70. - Bulk requirements.

The following lists the bulk requirements for the A (Agricultural) Zone District. Land in the A (Agricultural) Zone District is subject to the requirements contained in this Section.

A., no change.

B. Minimum SETBACK: twenty (20) feet. ~~Roadside stands~~ Farm stands not prohibited pursuant to C.R.S. Section 29-31-103 shall be located not less than fifty (50) feet from any PUBLIC RIGHT-OF-WAY.

No other changes to section.

Division 2 - Residential Zone Districts

Amend Sec. 23-3-110. - R-1 (Low-Density Residential) Zone District.

A., no change.

B. Uses Allowed by Right. No BUILDING, STRUCTURE or land shall be used, and no BUILDING or STRUCTURE shall hereafter be erected, structurally altered, enlarged or maintained in the R-1 Zone District except for one (1) or more of the following USES.

1. through 3., no change.

Delete 4. ~~PUBLIC parks.~~

Delete 5. ~~PUBLIC SCHOOLS.~~

6. and 7., no change. Renumber as appropriate.

C. Uses allowed subject to Site Plan Review. The following USES shall be allowed in the R-1 Zone District following approval and recording of a Site Plan in accordance with Article II, Division 3, of this Chapter.

1. through 4., no change.

Amend 5. ~~Private SCHOOLS.~~ PRIVATE SCHOOLS and PUBLIC SCHOOLS.

No change to 6.

D. Accessory Uses. The following BUILDINGS, STRUCTURES and USES shall be allowed in the R-1 Zone District so long as they are clearly incidental and ACCESSORY to an allowed USE:

1. and 3., no change.

Amend 4: ~~Parking areas and parking STRUCTURES~~ Vehicle parking, not including parking of COMMERCIAL VEHICLES SEMI-TRAILERS and vehicles with a gross vehicle weight rating of more than twenty-six thousand (26,000) pounds, except for RECREATIONAL VEHICLES.

5. through 7., no change.

E. Uses Allowed by Permit. No USE listed in this Subsection shall commence construction or operation in the R-1 Zone District without prior approval of a land use permit from the Department of Planning Services.

Amend 1. ~~HOME OCCUPATIONS CLASS I permitted under Division 13 of Article IV of this Chapter.~~ HOME BUSINESSES, subject to the limitations of Division 13 of Article IV of this Chapter.

No other changes to section.

Amend Sec. 23-3-120. - R-2 (Duplex Residential) Zone District.

A., no change.

B. Uses Allowed by Right. No BUILDING, STRUCTURE or land shall be used, and no BUILDING or STRUCTURE shall hereafter be erected, structurally altered, enlarged or maintained in the R-2 Zone District except for one (1) or more of the following USES.

1. through 3., no change.

Delete 4. ~~PUBLIC parks.~~

Delete 5. ~~PUBLIC SCHOOLS.~~

6. and 7., no change. Renumber as appropriate.

C. Uses allowed subject to Site Plan Review. The following USES shall be allowed in the R-2 Zone District following approval and recording of a Site Plan in accordance with Article II, Division 3, of this Chapter.

1. through 4., no change.

Amend 5. ~~Private SCHOOLS.~~ PRIVATE SCHOOLS and PUBLIC SCHOOLS.

No change to 6.

D. Accessory Uses. The following BUILDINGS, STRUCTURES and USES shall be allowed in the R-2 Zone District so long as they are clearly incidental and ACCESSORY to an allowed USE:

1., no change.

Amend 2. ~~Parking areas and parking STRUCTURES~~ Vehicle parking, not including parking of COMMERCIAL VEHICLES SEMI-TRAILERS and vehicles with a gross vehicle weight rating of more than twenty-six thousand (26,000) pounds, except for RECREATIONAL VEHICLES.

3. through 5., no change.

E. Uses Allowed by Permit. No USE listed in this Subsection shall commence construction or operation in the R-2 Zone District without prior approval of a land use permit from the Department of Planning Services.

Delete 1. ~~HOME OCCUPATIONS CLASS I permitted under Division 13 of Article IV of this Chapter.~~

Renumber as appropriate. No other changes to section.

Amend Sec. 23-3-130. - R-3 (Medium-Density Residential) Zone District.

A., no change.

B. Uses Allowed by Right. No BUILDING, STRUCTURE or land shall be used, and no BUILDING or STRUCTURE shall hereafter be erected, structurally altered, enlarged or maintained in the R-3 Zone District except for one (1) or more of the following USES.

1. through 5., no change.

Delete 6. ~~PUBLIC parks.~~

Delete 7. ~~PUBLIC SCHOOLS.~~

8., no change. Renumber as appropriate.

C. Uses allowed subject to Site Plan Review. The following USES shall be allowed in the R-3 Zone District following approval and recording of a Site Plan in accordance with Article II, Division 3, of this Chapter.

1. through 4., no change.

Amend 5. ~~Private SCHOOLS.~~ PRIVATE SCHOOLS and PUBLIC SCHOOLS.

6. and 7., no change.

D. Accessory Uses. The following BUILDINGS, STRUCTURES and USES shall be allowed in the R-3 Zone District so long as they are clearly incidental and ACCESSORY to an allowed USE:

Amend 1. ~~Parking areas and parking STRUCTURES~~ Vehicle parking, not including parking of ~~COMMERCIAL VEHICLES~~ SEMI-TRAILERS and vehicles with a gross vehicle weight rating of more than twenty-six thousand (26,000) pounds, except for RECREATIONAL VEHICLES.

2. through 4., no changes.

E. Uses Allowed by Permit. No USE listed in this Subsection shall commence construction or operation in the R-3 Zone District without prior approval of a land use permit from the Department of Planning Services.

Delete 1. ~~HOME OCCUPATIONS CLASS I~~ permitted under Division 13 of Article IV of this Chapter.

Renumber as appropriate. No other changes to section.

Amend Sec. 23-3-140. - R-4 (High-Density Residential) Zone District.

A., no change.

B. Uses Allowed by Right. No BUILDING, STRUCTURE or land shall be used, and no BUILDING or STRUCTURE shall hereafter be erected, structurally altered, enlarged or maintained in the R-4 Zone District except for one (1) or more of the following USES.

1. through 5., no change.

Delete 6. ~~PUBLIC parks.~~

Delete 7. ~~PUBLIC SCHOOLS.~~

8., no change. Renumber as appropriate.

C. Uses allowed subject to Site Plan Review. The following USES shall be allowed in the R-4 Zone District following approval and recording of a Site Plan in accordance with Article II, Division 3, of this Chapter.

1. through 4., no change.

Amend 5. ~~Private SCHOOLS.~~ PRIVATE SCHOOLS and PUBLIC SCHOOLS.

6. and 7., no change.

D. Accessory Uses. The following BUILDINGS, STRUCTURES and USES shall be allowed in the R-4 Zone District so long as they are clearly incidental and ACCESSORY to an allowed USE:

Amend 1. ~~Parking areas and parking STRUCTURES~~ Vehicle parking, not including parking of ~~COMMERCIAL VEHICLES~~ SEMI-TRAILERS and vehicles with a gross vehicle weight rating of more than twenty-six thousand (26,000) pounds, except for RECREATIONAL VEHICLES.

2. through 4., no changes.

E. Uses Allowed by Permit. No USE listed in this Subsection shall commence construction or operation in the R-4 Zone District without prior approval of a land use permit from the Department of Planning Services.

Delete 1. ~~HOME OCCUPATIONS CLASS I~~ permitted under Division 13 of Article IV of this Chapter.

Renumber as appropriate. No other changes to section.

Amend Sec. 23-3-150. - R-5 (Manufactured Home Residential) Zone District.

A., no change.

B. Uses Allowed by Right. No BUILDING, STRUCTURE or land shall be used, and no BUILDING or STRUCTURE shall hereafter be erected, structurally altered, enlarged or maintained in the R-5 Zone District except for one (1) or more of the following USES.

1. through 3., no change.

Delete 4. ~~PUBLIC parks.~~

Delete 5. ~~PUBLIC SCHOOLS.~~

6. and 7., no change. Renumber as appropriate.

C. Uses allowed subject to Site Plan Review. The following USES shall be allowed in the R-5 Zone District following approval and recording of a Site Plan in accordance with Article II, Division 3, of this Chapter.

1. through 4., no change.

Amend 5. ~~Private SCHOOLS.~~ PRIVATE SCHOOLS and PUBLIC SCHOOLS.

6., no change.

D. Accessory Uses. The following BUILDINGS, STRUCTURES and USES shall be allowed in the R-5 Zone District so long as they are clearly incidental and ACCESSORY to an allowed USE:

1., no change.

Amend 2. ~~Parking areas and parking STRUCTURES~~ Vehicle parking, not including parking of COMMERCIAL VEHICLES SEMI-TRAILERS and vehicles with a gross vehicle weight rating of more than twenty-six thousand (26,000) pounds, except for RECREATIONAL VEHICLES.

3. through 5., no change.

E. Uses Allowed by Permit. No USE listed in this Subsection shall commence construction or operation in the R-5 Zone District without prior approval of a land use permit from the Department of Planning Services.

Delete 1. ~~HOME OCCUPATIONS CLASS I permitted under Division 13 of Article IV of this Chapter.~~

Renumber as appropriate. No other changes to section.

Amend Sec. 23-3-160. - Bulk requirements.

Table 23.2 below lists the Bulk Requirements for the R-1, R-2, R-3, R-4 and R-5 Zone Districts. All BUILDINGS, STRUCTURES, USES, and land in the Residential Zone Districts are subject to the requirements contained in this Section.

Amend Section A of Table 23.2

Bulk Requirements for R-1, R-2, R-3, R-4, and R-5 Zone Districts

Section	Requirement	R-1	R-2	R-3	R-4	R-5
A.	Minimum LOT size (sq. ft.)	6,000	6,000	6,000	<u>3,000</u> 6,000	6,000

B. through L., no change.

Insert M. Farm stands not prohibited pursuant to C.R.S. Section 29-31-103 shall be located not less than fifty (50) feet from any PUBLIC RIGHT-OF-WAY.

Division 3 - Commercial Zone Districts

Amend Sec. 23-3-210. - C-1 (Neighborhood Commercial) Zone District .

A., no change.

B. Uses Allowed by Right. No BUILDING, STRUCTURE or land shall be used and no BUILDING or STRUCTURE shall hereafter be erected, structurally altered, enlarged or maintained in the C-1 Zone District except for one (1) or more of the USES listed in this section. No OUTDOOR STORAGE is allowed in the C-1 Zone District.

1., no change.

Delete 2. ~~PUBLIC PARKS.~~

Delete 3. ~~PUBLIC SCHOOLS.~~

4. and 5., no change.

C. Uses allowed subject to Site Plan Review. The following USES shall be allowed in the C-1 Zone District following approval and recording of a Site Plan in accordance with Article II, Division 3, of this Chapter. Any USE conducted outside of an ENCLOSED BUILDING shall be SCREENED from adjacent PUBLIC RIGHTS-OF-WAY and ADJACENT LOTS in any Zone District other than I-3.

1. through 16., no change.

Amend 17. ~~SCHOOLS, private.~~ PRIVATE SCHOOLS and PUBLIC SCHOOLS.

D. Accessory Uses. The following BUILDINGS, STRUCTURES and USES shall be allowed in the C-1 Zone District so long as they are clearly incidental and ACCESSORY to an allowed USE and included on an approved and recorded Site Plan. Any USE conducted outside of an ENCLOSED BUILDING shall be SCREENED from adjacent PUBLIC RIGHTS-OF-WAY and ADJACENT LOTS in any Zone District other than I-3.

1., no change.

Amend 2. ~~Parking areas and parking STRUCTURES~~ PARKING LOTS for USE by employees, customers, and company vehicles, not including TRUCKING AND TRANSPORTATION COMPANIES.

No other changes to section.

Amend Sec. 23-3-220. - C-2 (General Commercial) Zone District.

A., no change.

B. Uses Allowed by Right. No BUILDING, STRUCTURE or land shall be used and no BUILDING or STRUCTURE shall hereafter be erected, structurally altered, enlarged or maintained in the C-2 Zone District except for one (1) or more of the USES listed in this section. No OUTDOOR STORAGE is allowed in the C-2 Zone District.

1., no change.

Delete 2. ~~PUBLIC PARKS.~~

Delete 3. ~~PUBLIC SCHOOLS.~~

4. and 5., no change.

- C. Uses allowed subject to Site Plan Review. The following USES shall be allowed in the C-2 Zone District following approval and recording of a Site Plan in accordance with Article II, Division 3, of this Chapter. No OUTDOOR STORAGE will be allowed in the C-2 Zone District. Any USE conducted outside of an ENCLOSED BUILDING shall be SCREENED from adjacent PUBLIC RIGHTS-OF-WAY and ADJACENT LOTS in any Zone District other than I-3.

1. through 22., no change.

Amend 23. ~~SCHOOLS, private.~~ PRIVATE SCHOOLS and PUBLIC SCHOOLS.

24. through 26., no change.

- D. Accessory Uses. The following BUILDINGS, STRUCTURES and USES shall be allowed in the C-2 Zone District so long as they are clearly incidental and ACCESSORY to an allowed USE and included on an approved and recorded Site Plan. Any USE conducted outside of an ENCLOSED BUILDING shall be SCREENED from adjacent PUBLIC RIGHTS-OF-WAY and ADJACENT LOTS in any Zone District other than I-3.

1., no change.

Amend 2. ~~Parking areas and parking STRUCTURES~~ PARKING LOTS for USE by employees, customers, and company vehicles, not including TRUCKING AND TRANSPORTATION COMPANIES.

No other changes to section.

Amend Sec. 23-3-230. - C-3 (Business Commercial) Zone District.

A., no change.

- B. Uses Allowed by Right. No BUILDING, STRUCTURE or land shall be used and no BUILDING or STRUCTURE shall hereafter be erected, structurally altered, enlarged or maintained in the C-3 Zone District except for one (1) or more of the USES listed in this section.

1., no change.

Delete 2. ~~PUBLIC PARKS.~~

Delete 3. ~~PUBLIC SCHOOLS.~~

4. and 5., no change.

- C. Uses allowed subject to Site Plan Review. The following USES shall be allowed in the C-3 Zone District following approval and recording of a Site Plan in accordance with Article II, Division 3, of this Chapter. Any USE conducted outside of an ENCLOSED BUILDING shall be SCREENED from adjacent PUBLIC RIGHTS-OF-WAY and ADJACENT LOTS in any Zone District other than I-3.

1. through 14., no change.

Delete 15. ~~Headquarters or service facilities for taxi services, bus services and other services involving the transportation of people.~~

16. through 23., no change.

Amend 24. ~~Parking areas and parking STRUCTURES~~ PARKING LOTS.

25. through 29., no change.

Amend 30. ~~SCHOOLS, private.~~ PRIVATE SCHOOLS and PUBLIC SCHOOLS.

31., no change.

Insert after "THEATERS and convention halls.":

31. TRUCKING AND TRANSPORTATION COMPANIES.

Renumber as appropriate. No other changes to section.

Amend Sec. 23-3-240. - C-4 (Highway Commercial) Zone District.

A., no change.

B. Uses Allowed by Right. No BUILDING, STRUCTURE or land shall be used and no BUILDING or STRUCTURE shall hereafter be erected, structurally altered, enlarged or maintained in the C-4 Zone District except for one (1) or more of the USES listed in this section.

1., no change.

Delete 2. ~~PUBLIC PARKS.~~

Delete 3. ~~PUBLIC SCHOOLS.~~

4. and 5., no change.

C. Uses allowed subject to Site Plan Review. The following USES shall be allowed in the C-4 Zone District following approval and recording of a Site Plan in accordance with Article II, Division 3, of this Chapter. Any USE conducted outside of an ENCLOSED BUILDING shall be SCREENED from adjacent PUBLIC RIGHTS-OF-WAY and ADJACENT LOTS in any Zone District other than I-3.

1. through 11., no change.

Amend 12. ~~SCHOOLS, private.~~ PRIVATE SCHOOLS and PUBLIC SCHOOLS.

Insert new 13. TRUCKING AND TRANSPORTATION COMPANIES.

~~13~~14. VEHICLE RENTAL and SALES ESTABLISHMENTS.

D. Accessory Uses. The following BUILDINGS, STRUCTURES and USES shall be allowed in the C-4 Zone District so long as they are clearly incidental and ACCESSORY to an allowed USE and included on an approved and recorded Site Plan. Any USE conducted outside of an ENCLOSED BUILDING shall be SCREENED from adjacent PUBLIC RIGHTS-OF-WAY and ADJACENT LOTS in any Zone District other I-3.

1., no change.

Amend 2. ~~Parking areas and parking STRUCTURES for USE by employees, customers and company vehicles~~ PARKING LOTS.

No other changes to section.

Division 4 - Industrial Zone Districts

Amend Sec. 23-3-310. - I-1 (Light Industrial) Zone District.

A., no change.

B. Uses Allowed by Right. No BUILDING, STRUCTURE or land shall be used and no BUILDING or STRUCTURE shall hereafter be erected, structurally altered, enlarged or

maintained in the I-1 Zone District except for one (1) or more of the USES listed in this section.

1. through 3., no change.

Delete 4. ~~PUBLIC PARKS.~~

Delete 5. ~~PUBLIC SCHOOLS.~~

6., through 8., no change. Renumber.

C. Uses allowed subject to Site Plan Review. The following USES shall be allowed in the I-1 Zone District following approval and recording of a Site Plan in accordance with Article II, Division 3, of this Chapter. Any USE conducted outside of an ENCLOSED BUILDING shall be SCREENED from adjacent PUBLIC RIGHTS-OF-WAY and ADJACENT LOTS in any Zone District other than I-3.

1. through 10., no change.

Delete 11. ~~Headquarters or service facilities for taxi services, bus services and other services involving the transportation of people.~~

12. through 22., no change.

Insert after "Police, ambulance, and fire stations or facilities."

23. PRIVATE SCHOOLS and PUBLIC SCHOOLS.

23. through 29., no change.

Insert after "THEATERS and convention halls.":

30. TRUCKING AND TRANSPORTATION COMPANIES.

Renumber as appropriate. No other changes to Subsection C.

D. Accessory Uses. The following BUILDINGS, STRUCTURES and USES shall be allowed in the I-1 Zone District so long as they are clearly incidental and ACCESSORY to an allowed USE and included on an approved and recorded Site Plan. Any USE conducted outside of an ENCLOSED BUILDING shall be SCREENED from adjacent PUBLIC RIGHTS-OF-WAY and ADJACENT LOTS in any Zone District other I-3.

1. and 2., no change.

Amend 3. ~~Parking areas and parking STRUCTURES for USE by employees, customers and company vehicles~~PARKING LOTS.

No other changes to section.

Amend Sec. 23-3-320. - I-2 (Medium Industrial) Zone District.

A., no change.

B. Uses Allowed by Right. No BUILDING, STRUCTURE or land shall be used and no BUILDING or STRUCTURE shall hereafter be erected, structurally altered, enlarged or maintained in the I-2 Zone District except for one (1) or more of the USES in this section.

1. through 3., no change.

Delete 4. ~~PUBLIC PARKS.~~

Delete 5. ~~PUBLIC SCHOOLS.~~

6., through 8., no change. Renumber.

C. Uses allowed subject to Site Plan Review. The following USES shall be allowed in the I-2 Zone District following approval and recording of a Site Plan in accordance with Article II, Division 3, of this Chapter. Any USE conducted outside of an ENCLOSED BUILDING shall be SCREENED from adjacent PUBLIC RIGHTS-OF-WAY and ADJACENT LOTS in any Zone District other than I-3.

1. through 10., no change.

~~Delete 11. Headquarters or service facilities for taxi services, bus services and other services involving the transportation of people.~~

12. through 22., no change.

~~Amend 23. Parking areas and parking STRUCTURES~~ PARKING LOTS.

24. and 25., no change.

Insert after "Police, ambulance, and fire stations or facilities.":

26. PRIVATE SCHOOLS and PUBLIC SCHOOLS.

26. through 30., no change.

Insert after "TRANSLOADING.":

31. TRUCKING AND TRANSPORTATION COMPANIES.

Renumber as appropriate. No other changes to section.

Amend Sec. 23-3-330. - I-3 (Heavy Industrial) Zone District.

A., no change.

B. Uses Allowed by Right. No BUILDING, STRUCTURE or land shall be used and no BUILDING or STRUCTURE shall hereafter be erected, structurally altered, enlarged or maintained in the I-3 Zone District, except for one (1) or more of the USES listed in this section.

1. through 3., no change.

~~Delete 4. PUBLIC PARKS.~~

~~Delete 5. PUBLIC SCHOOLS.~~

6., through 8., no change. Renumber.

C. Uses allowed subject to Site Plan Review. The following USES shall be allowed in the I-3 Zone District following approval and recording of a Site Plan in accordance with Article II, Division 3, of this Chapter.

1. through 13., no change.

~~Delete 14. Headquarters or service facilities for taxi services, bus services and other services involving the transportation of people.~~

15. through 26., no change.

~~Amend 27. Parking areas and parking STRUCTURES~~ PARKING LOTS.

27. and 28., no change.

Insert after "Police, ambulance, and fire stations or facilities.":

26. PRIVATE SCHOOLS and PUBLIC SCHOOLS.

29. through 35., no change.

Insert after "TRANSLOADING.":

36. TRUCKING AND TRANSPORTATION COMPANIES.

Renumber as appropriate. No other changes to section.

Division 5 - E (Estate) Zone District

Amend Sec. 23-3-410. - Uses allowed by right.

No BUILDING, STRUCTURE or land shall be used, and no BUILDING or STRUCTURE shall hereafter be erected, structurally altered, enlarged or maintained in the E Zone District except for one (1) or more of the following USES.

A. through C., no change.

Delete D. ~~PUBLIC parks.~~

Delete E. ~~PUBLIC SCHOOLS.~~

Renumber as appropriate. No other changes to section.

Amend Sec. 23-3-415. - Uses allowed subject to site plan review.

The following USES shall be allowed in the E Zone District following approval and recording of a Site Plan in accordance with Article II, Division 3, of this Chapter.

Insert new A. COMMUNITY BUILDINGS.

Amend C. ~~Private SCHOOLS.~~ PRIVATE SCHOOLS and PUBLIC SCHOOLS.

Reletter as appropriate. No other changes to section.

Amend Sec. 23-3-420. - Accessory uses.

The following BUILDINGS, STRUCTURES and USES shall be allowed in the E (Estate) Zone District so long as they are clearly incidental and accessory to an allowed USE. ~~Exterior portions of all ACCESSORY BUILDINGS, including the roof, shall be constructed of nonreflective materials.~~

A. through C., no change.

Amend D. ~~Parking areas and parking STRUCTURES, not including parking of COMMERCIAL VEHICLES.~~ Vehicle parking, subject to the following limitations.

1. No more than one (1) heavy motor vehicle with a gross vehicle weight rating of more than twenty-six thousand (26,000) pounds shall be parked on-site, not counting RECREATIONAL VEHICLES.
2. No more than one (1) SEMI-TRAILER shall be parked on-site, whether used for storage or for transport.
3. Vehicles shall comply with all applicable regulations set forth in Section 23-4-55, Parking of semi-trailers and heavy vehicles, of this Chapter.

No other changes to section.

Amend Sec. 23-3-425. - Uses allowed by permit.

No USE listed in this Section shall commence construction or operation in the E Zone District without prior approval of a land use permit from the Department of Planning Services. Any USE conducted outside of an ENCLOSED BUILDING may be required to be SCREENED from adjacent PUBLIC RIGHTS-OF-WAY and ADJACENT LOTS in any zone district other than I-3 as a condition of approval of the permit, as determined by the Department of Planning Services.

~~Amend A. HOME OCCUPATIONS permitted under Division 13 of Article IV of this Chapter.~~ HOME BUSINESSES, subject to the limitations of Division 13 of Article IV of this Chapter.

B., no change.

~~Delete C. Parking of one (1) COMMERCIAL VEHICLE per LEGAL LOT permitted under Division 12 of Article IV of this Chapter.~~

Reletter as appropriate. No other changes to section.

Amend Sec. 23-3-430. - Uses by special review.

The following BUILDINGS, STRUCTURES and USES may be constructed, occupied, operated and maintained in the E Zone District upon approval of a permit in accordance with the requirements and procedures set forth in Article II, Division 4 of this Chapter.

A. and B., no change.

~~Delete C. HOME BUSINESSES.~~

Reletter as appropriate. No other changes to section.

Amend Sec. 23-3-440. - Bulk requirements.

The following Subsections list the bulk requirements for the E (Estate) Zone District. All BUILDINGS, STRUCTURES, USES, and land in the E (Estate) Zone District are subject to the requirements contained in this Section:

A. and B., no change.

C. Minimum SETBACK: twenty (20) feet. Farm stands not prohibited pursuant to C.R.S. Section 29-31-103 shall be located not less than fifty (50) feet from any PUBLIC RIGHT-OF-WAY.

No other changes to section.

ARTICLE IV - Supplementary District Regulations and Zoning Permits

Amend Division 1 - Off-Street Parking and Loading Requirements

Add Sec. 23-4-55. Parking of semi-trailers and heavy vehicles.

Where SEMI-TRAILERS or vehicles with a gross vehicle weight rating of more than twenty-six thousand (26,000) pounds are permitted in Article III of this Chapter, the owner of the LOT on which such vehicle is located is responsible for ensuring compliance with all of the following limitations:

A. No semi-truck tractor shall be parked within fifty (50) feet of any property line of an adjoining LOT, with the following exceptions:

1. Where the property line is shared with a LOT that is in identical ownership as the LOT with the semi-truck tractor.
2. Where the adjoining LOT is in a C (Commercial) or I (Industrial) zone district.

3. Where the subject LOT is in a C (Commercial) or I (Industrial) zone district.
 4. This provision may be reduced by the Director of Planning Services upon receipt of a form signed by the owners of such adjoining LOT(S) acknowledging the existence of the semi-truck tractor parking and expressing no objection to its being closer than the limit described above. A wooden, vinyl, or decorative metal opaque privacy fence at least six (6) feet in height may be required.
 5. The provisions of this Subsection A shall not apply to FARMING.
- B. SEMI-TRAILERS shall be located at least twenty (20) feet from any property line, including property lines abutting RIGHT-OF-WAY, with the following exceptions:
1. Where the property line is shared with a LOT that is in identical ownership as the LOT with the SEMI-TRAILER.
 2. Where the adjoining LOT is in a C (Commercial) or I (Industrial) zone district.
 3. Where the subject LOT is in a C (Commercial) or I (Industrial) zone district.
 4. This provision may be reduced by the Director of Planning Services upon receipt of a form signed by the owners of such adjoining LOT(S) acknowledging the existence of the SEMI-TRAILER and expressing no objection to its being closer than the limit described above. A wooden, vinyl, or decorative metal opaque privacy fence at least six (6) feet in height may be required.
 5. The provisions of this Subsection B shall not apply to FARMING.
- C. No utility other than electricity shall be connected to a SEMI-TRAILER used for ACCESSORY storage.
- D. SEMI-TRAILERS shall not be used to display SIGNS.
- E. SEMI-TRAILERS shall not be allowed to deteriorate into a state of disrepair. Such disrepair would include, but not be limited to, a SEMI-TRAILER partially or totally damaged by fire, earthquake, wind, or other natural causes, or a SEMI-TRAILER in a state of general dilapidation, deterioration, or decay resulting from a lack of maintenance, vandalism, or infestation with vermin or rodents. Any such SEMI-TRAILER shall be restored to and maintained in the original condition upon being placed on the LOT or shall be removed from the LOT.

Division 3 - Manufactured Homes, Manufactured Structures, and Occupied Recreational Vehicles

Amend Sec. 23-4-130. - Permit requirements.

Where a MANUFACTURED HOME, MANUFACTURED STRUCTURE, or occupied RECREATIONAL VEHICLE is permitted in Article III of this Chapter upon issuance of a zoning permit, the permit may be issued by the Department of Planning Services upon a determination that the application complies with this Division 3 and any applicable provisions of this Code. An application for any zoning permit for a MANUFACTURED HOME, MANUFACTURED STRUCTURE, or occupied RECREATIONAL VEHICLE shall include the following:

- A. through F., no change.
- G. Methods of disposal of sewage or other wastes in compliance with the requirements of the Colorado Department of Public Health and Environment and the County Department of

Public Health and Environment, ~~except for applications for TEMPORARY storage of a MANUFACTURED HOME under Section 23-4-160 below.~~

- H. Methods of supplying water in such a manner as to be adequate in quality, quantity and dependability for the proposed USE, ~~except for applications for TEMPORARY storage of a MANUFACTURED HOME under Section 23-4-160 below.~~

I. through L., no change.

- M. Each request for a TEMPORARY permit shall include a statement by the applicant acknowledging that the TEMPORARY permit shall cease to exist at any such time as the MANUFACTURED HOME, MANUFACTURED STRUCTURE, or occupied RECREATIONAL VEHICLE is used for other than the permitted USE, ~~or expire at the end of the initial or extended term of the permit for TEMPORARY storage of the MANUFACTURED HOME.~~ Such application shall include detailed plans for removal of the MANUFACTURED HOME or MANUFACTURED STRUCTURE upon expiration of the TEMPORARY permit.

Amend Sec. 23-4-150. Temporary use during construction of residence.

A zoning permit for the USE of ~~a one (1)~~ MANUFACTURED HOME or RECREATIONAL VEHICLE occupied as a TEMPORARY DWELLING UNIT during the construction of a permanent DWELLING UNIT on the same LOT in the A (Agricultural) Zone District may be issued by the Department of Planning Services subject to the following provisions:

No other changes to this section.

Repeal Sec. 23-4-160 entirely.

Repeal Sec. 23-4-190 entirely.

Repeal Division 7 entirely. ~~Division 7 - Temporary Seasonal Structures~~ Repealed

Repeal Sections 23-4-500, 23-4-510, and 23-4-520 entirely.

Repeal Division 11 entirely. ~~Division 11 - Semi-Trailers as Accessory Storage~~ Repealed

Repeal Sections 23-4-900, 23-4-910, 23-4-920, and 23-4-930 entirely.

Repeal Division 12 entirely. ~~Division 12 - Parking of Commercial Vehicles~~ Repealed

Repeal Sections 23-4-950, 23-4-960, 23-4-970, and 23-4-980 entirely.

Division 13 - Home Occupation Permits Businesses

Amend Sec. 23-4-990. - Home ~~occupation permit requirements~~ businesses.

Amend A. Intent. The intent of these regulations is to allow for residents of a DWELLING UNIT to maintain certain types of COMMERCIAL USES in the Agricultural, Residential, and Estate zone districts while maintaining the intent of those zone districts, safeguarding the health, safety, and welfare of neighboring residents, and limiting undue adverse impacts from the HOME BUSINESS. HOME BUSINESSES must comply with the provisions of this Division 13. ~~A HOME OCCUPATION Zoning Permit shall be obtained for any HOME OCCUPATION falling within the definition of a HOME OCCUPATION operation. The Board of County Commissioners delegates the authority and responsibility for processing and approving the zoning permit to the Department of Planning Services. The Department of Planning Services shall also have the responsibility of ensuring that all application submittal requirements are met prior to initiating any official action.~~

Amend B. No HOME BUSINESS shall be conducted on a LOT smaller than one (1) acre unless such USE is conducted entirely indoors within one (1) or more BUILDINGS or off-site. On LOTS of at least one (1) acre, if any activity related to the HOME BUSINESS occurs outside of one (1) or more BUILDINGS, a wooden, vinyl, or decorative metal opaque privacy fence at least six (6) feet in height is required in order to SCREEN the outside activity. The Director of Planning Services is authorized to waive or reduce this fencing requirement or may allow alternative methods of SCREENING, upon written request of the applicant, depending on the location of the property, the ADJACENT zoning, the nature of the activity, and the distance from the activity to the nearest DWELLING UNIT. Any such waiver, if granted, is subject to change and may be revised or revoked by the Director based on future changes in surrounding land USES, changes to USES associated with the HOME BUSINESS, or complaints from neighbors if deemed warranted by the Department of Planning Services.
~~Application requirements. An application for any zoning permit for a HOME OCCUPATION required by this Division shall include the following:~~

- ~~1. Name, address and telephone number of the applicant.~~
- ~~2. Name, address and telephone number of the owner of the land if different from applicant.~~
- ~~3. A copy of the most recent deed to the property and, if the applicant is not the property owner, evidence of interest in the subject land held by the applicant, such as a lease agreement or similar evidence.~~
- ~~4. Reserved.~~
- ~~5. Number of acres of the property.~~
- ~~6. The application for a HOME OCCUPATION CLASS II shall include a sketch plan of the site at the scale of one (1) inch represents twenty (20) feet, or other suitable scale, to show:~~
 - ~~a. The proposed parking location of any COMMERCIAL VEHICLE (if applicable), including distances from the property LOT lines and other STRUCTURES on the property. Notwithstanding any section of this Code to the contrary, a CLASS II HOME OCCUPATION may include up to two (2) associated COMMERCIAL VEHICLES.~~
 - ~~b. Access to be utilized, indicating whether the access is existing or proposed.~~
 - ~~c. Location and measurements of any easements or rights-of-way.~~
 - ~~d. Reserved.~~
 - ~~e. Identification of any COUNTY, state or federal STREETS/ROADS or highways.~~
 - ~~f. Existing STRUCTURES on the property.~~
 - ~~g. The STRUCTURES in which the HOME OCCUPATION shall be operated shall be appropriately labeled. The total area of USE shall also be delineated.~~
- ~~7. An application fee. An additional fifty (50) percent of the application fee shall be added to the cost of the application fee if the USE is started prior to issuance of a permit. The payment of the investigation fee shall not relieve any persons from fully complying with the requirements of this Chapter, nor from any other penalties.~~
- ~~8. The application for a HOME OCCUPATION CLASS II shall include a certified list of the names, addresses and the corresponding Parcel Identification Number assigned by~~

~~the County Assessor of the owners of property (the surface estate) within five hundred (500) feet of the property lines of the parcel. The source of such list shall be the records of the County Assessor, or an ownership update from a title or abstract company or attorney, derived from such records or from the records of the County Clerk and Recorder. If the list was assembled from the records of the County Assessor, the applicant shall certify that such list was assembled within thirty (30) days of the application submission date. Inadvertent errors by the applicant in supplying such list, or the Department of Planning Services in sending such notice, shall not create a jurisdictional defect in the permit process, even if such error results in the failure of a surrounding property owner to receive such notification.~~

- ~~9. Whether the property is situated within a SUBDIVISION regulated by a Homeowners Association (HOA). If applicable, contact information shall be provided.~~
- ~~10. Acknowledgement that this zoning permit shall not be transferable by the applicant and/or owner to any successor; the zoning permit shall terminate automatically upon conveyance or lease of the property.~~
- ~~11. Evidence that a water supply of sufficient quality, quantity and dependability will be/is available to serve the proposed LOT and USE, if applicable. A letter from a water district or municipality or a well permit are examples of evidence for domestic use.~~
- ~~12. A statement explaining that the property has or will have adequate means for the disposal of sewage in compliance with the requirements of the UNDERLYING ZONING DISTRICT and the Department of Public Health and Environment, if applicable. An existing septic system permit or a copy of a letter from a sanitation sewer district indicating existing service or availability of sewage disposal to each proposed LOT are examples of evidence for domestic use.~~
- ~~13. A Weld County Access Permit.~~
- ~~14. A Statement of Taxes from the County Treasurer showing no delinquent property taxes for the area referred to in the application materials.~~
- ~~15. Questionnaire provided by the Department of Planning Services.~~

Amend C. BUILDINGS in which a HOME BUSINESS is conducted may require improvements to make the BUILDING meet current building codes, as adopted in Chapter 29 of this code. Building permits, including, but not limited to, a change of use permit, may be required. Duties of Department of Planning Services and Board of County Commissioners for a CLASS II HOME OCCUPATION zoning permit.

- ~~1. Once a COMPLETE APPLICATION is submitted for a CLASS II HOME OCCUPATION, the Department of Planning Services shall refer the application to the applicable agencies listed in Appendix 23-G, as determined by the Department of Planning Services. The failure of any agency to respond within twenty-one (21) days may be deemed a favorable response. All REFERRAL agency review comments are considered recommendations to the COUNTY. The authority and responsibility for approval and denial of a zoning permit rests with the COUNTY.~~
- ~~2. The Department of Planning Services shall send notice, mailed first class, to owners of LOTS within five hundred (500) feet of the subject property notifying them of the application and their opportunity to object to the issuance of the zoning permit, which shall be submitted by returning the signed form sent by the Department of Planning Services within twenty-one (21) days.~~

- ~~3. If the Department of Planning Services receives objections from at least thirty (30) percent of those notified within twenty-one (21) days, or if the Department of Planning Services determines the application does not meet all applicable criteria and requirements, the zoning permit shall be denied by the Department of Planning Services.~~
- ~~4. The Department of Planning Services shall notify the applicant of the objections and the denial of the zoning permit. The Department of Planning Services shall also provide the applicant comments received from REFERRAL agencies. The applicant may appeal in writing to the Department of Planning Services within ten (10) days of receipt of the denial notice. If the applicant does not submit a written appeal within said ten (10) days, the denial shall be final. If appealed, the following process shall be followed:
 - ~~a. A public hearing shall be scheduled before the Board of County Commissioners and Clerk to the Board shall send notice, mailed first class, to the applicant and owners of LOTS within five hundred (500) feet of the subject property at least ten (10) days prior to the hearing.~~
 - ~~b. The Department of Planning Services shall post a sign on the property in question indicating a zoning permit has been requested for the property, the hearing date, and telephone number where further information may be obtained. The sign shall be posted at least ten (10) days prior to the hearing date and evidenced with a photograph.~~
 - ~~c. The Clerk to the Board shall arrange for legal notice of said hearing to be published in the newspaper designated by the Board of County Commissioners for publication of notices at least ten (10) days prior to the hearing.~~
 - ~~d. The Board of County Commissioners shall consider any testimony of owners of surrounding property and REFERRAL agencies concerning the effects of the zoning permit on the NEIGHBORHOOD and its compliance with the applicable criteria set out in this Code.~~
 - ~~e. Following the public hearing, the Board of County Commissioners shall pass a resolution affirming its decision as to whether to approve or deny the zoning permit. The decision of the Board shall be final.~~
 - ~~f. Notice is not required by state statute and is provided as a courtesy to surrounding property owners. Inadvertent errors by the applicant in supplying such list or the Department of Planning Services in sending such notice shall not create a jurisdictional defect in the permit process even if such error results in the failure of a surrounding property owner to receive such notification.~~~~
- ~~5. The approval of the zoning permit may be conditioned or restricted to carry out the intent of this Chapter or to mitigate impacts or address concerns of REFERRAL agencies or neighboring property owners. Conditions of approval shall be met prior to recording the permit/agreement, and restrictions may be enforced by means of conditions in the permit/agreement. If approved, the Department of Planning Services shall prepare a permit/agreement. The permit/agreement shall address all aspects of the application, including but not limited to conditions or restrictions and the standards contained in this Article.~~

Amend D. All accesses from the LOT with the HOME BUSINESS onto Weld County-maintained STREETS/ROADS must have valid Access Permits as required by Chapter 8, Article XIV, of

~~this code.~~ Approval or denial of the zoning permit for a HOME OCCUPATION shall be based on the following criteria:

- ~~1. Compatibility with surrounding area, harmony with the character of the NEIGHBORHOOD and its effects upon the immediate area.~~
- ~~2. The proposal is consistent with the policies and goals of Chapter 22 of this Code.~~
- ~~3. Availability of adequate water and sewage disposal facilities.~~
- ~~4. The HOME OCCUPATION shall not create any negative impacts to the public health, safety and general welfare of the neighboring property owners, such as little or no offensive noise, vibration, smoke, dust, odors, lighting, traffic congestion, trash accumulation, heat, glare or electrical interference, or other hazard or nuisance noticeable off the LOT.~~
- ~~5. The proposal is consistent with the definition in Section 23-1-90 of this Chapter.~~
- ~~6. Reserved.~~
- ~~7. The proposed zoning permit complies with this Division 13 of this Article.~~
- ~~8. An access is or can be made available that provides for safe ingress and egress to a PUBLIC STREET/ROAD. All accesses shall be in accordance with the access requirements set forth in this Code.~~

Amend E. There shall be no more than ten (10) total customers, clients, patients, students, or nonresident employees on-site at any one (1) time.~~A zoning permit for a HOME OCCUPATION shall not be transferable by the applicant and/or owner to any successor and shall automatically expire upon conveyance or lease of the property.~~

Amend F. Hours of operation for public access shall be limited to between 7:00 a.m. and 7:00 p.m.~~A CLASS I HOME OCCUPATION shall be conducted by the members of the LIVING UNIT of the DWELLING UNIT. A CLASS II HOME OCCUPATION shall be conducted by the members of the LIVING UNIT of the DWELLING UNIT plus no more than two (2) external employees.~~

Amend G. The LOT must have adequate off-street parking in accordance with Division 1, Off-Street Parking and Loading Requirements, of this Article IV.~~There shall only be incidental sales of stocks, supplies or products conducted on the premises.~~

Amend H. More restrictive processes. Any USE that requires approval of a zoning permit, other special permit, site plan review, or a use by special review in the zone district in which it is located shall not be allowed as a HOME BUSINESS except by approval of the zoning permit, other special permit, site plan review, or use by special review, as applicable.~~A CLASS I HOME OCCUPATION shall not be accessible by the public, other than for a FAMILY CHILD CARE HOME. Hours of operation for public access shall be limited to between 7:00 a.m. and 7:00 p.m. for a CLASS II HOME OCCUPATION.~~

Amend I. Prohibited HOME BUSINESS USES. In-person retail sales shall not be the primary objective of the HOME BUSINESS. There shall only be incidental sales of products related to the HOME BUSINESS conducted on the premises. Additionally, the following USES shall not be permitted as HOME BUSINESSES:~~A CLASS II HOME OCCUPATION shall not produce traffic volumes of more than sixteen (16) average daily trips (eight (8) round trips), excluding the traffic produced by the DWELLING UNIT.~~

- 1. ADULT BUSINESS, SERVICE, or ENTERTAINMENT ESTABLISHMENTS.**

2. AGRICULTURAL SUPPORT AND SERVICE.
3. Animal (veterinary) clinics.
4. BED AND BREAKFAST FACILITIES.
5. BREW PUBS.
6. CONTRACTOR'S SHOPS.
7. CUSTOM MEAT PROCESSING.
8. DISTILLERIES.
9. EVENT FACILITIES.
10. HOSPITALS.
11. HOTELS/MOTELS.
12. KENNELS.
13. NIGHTCLUBS, BARS, LOUNGES, OR TAVERNS.
14. RESTAURANTS.
15. SHOOTING RANGES.
16. TRUCKING AND TRANSPORTATION COMPANIES.
17. VEHICLE RENTAL ESTABLISHMENTS.
18. VEHICLE SALES ESTABLISHMENTS.
19. VEHICLE SERVICE/REPAIR ESTABLISHMENTS.
20. WINERIES.
21. Any USE that is not ACCESSORY to a DWELLING UNIT.
22. Any USE that does not meet the requirements of this Division 13.

~~Delete J. HOME OCCUPATIONS shall be conducted primarily indoors. A HOME OCCUPATION may utilize up to fifty (50) percent of the GROSS FLOOR AREA of a DWELLING UNIT and up to fifty (50) percent of the GROSS FLOOR AREA of ACCESSORY BUILDINGS on the property.~~

~~Delete K. There shall be no OUTDOOR STORAGE, display or sales of materials, goods, supplies or equipment related to the operation of such HOME OCCUPATION, nor of any highly explosive or combustible materials.~~

Add Section 23-4-1000. - Home business permit process.

Where Article III of this chapter allows a HOME BUSINESS with approval of a zoning permit, the process in this section shall be followed.

- A. The applicant shall complete and sign an application form provided by the Department of Planning Services acknowledging the requirements and limitations of this Division 13.

- B. The Board of County Commissioners delegates the authority to approve or deny an application for a HOME BUSINESS, where allowed, to the Director of Planning Services or their designee.
- C. A zoning permit issued for a HOME BUSINESS shall not be transferable by the applicant and/or owner to any successor. The zoning permit shall terminate automatically upon conveyance or lease of the property.
- D. Revocation.
1. The Director of Planning Services may revoke a permit for a HOME BUSINESS for any of the following circumstances:
 - a. Failure to comply with this Division 13 or any other applicable law, ordinance, or resolution.
 - b. When there is evidence the HOME BUSINESS USE has been discontinued for a period of three (3) consecutive years.
 2. Prior to revoking the permit, the Department of Planning Services shall mail notice to the applicant describing the cause for revocation and notifying them of their opportunity to request a meeting with the Director. Within fifteen (15) days of receipt of the notice, the applicant may contact the Department of Planning Services to request a meeting with the Director. The applicant may choose to have an attorney present at the meeting, provided the Department of Planning Services is notified at least three (3) days prior to the meeting. The applicant or their attorney may present evidence for why the permit should not be revoked. The Director shall then decide whether to revoke the permit. The Director's decision to revoke the permit may be appealed by the applicant pursuant to the provisions of Section 2-4-10 of this Code. If the zoning permit is revoked, the property owner shall cease operation of the USE immediately. Continued operation of the USE after a zoning permit has been revoked shall be a VIOLATION of this Code.

Add Sec. 23-4-1010. - Inspections.

Employees of the Weld County Sheriff's Office, Planning Department, and/or Health Department may enter the PROPERTY from time-to-time while the HOME BUSINESS is open to the public to inspect and ensure compliance with the provisions of this Division 13.

Division 17 - Zoning Permits for Certain Uses in the Agricultural Zone District

Amend Sec. 23-4-1210. - Operation standards.

The applicant shall demonstrate conformance with the following operation standards in the zoning permit application to the extent that the standards affect location, layout and design of the USE prior to construction and operation. Once operational, the operation of the USE permitted shall conform to these standards.

A. through F., no change.

Amend G. ~~Up to nine (9) COMMERCIAL VEHICLES associated with the zoning permit USE shall be allowed to be parked on site, unless otherwise approved by the Board of County Commissioners.~~ Up to fifteen (15) heavy motor vehicles with a gross vehicle weight rating of more than twenty-six thousand (26,000) pounds and up to fifteen (15) SEMI-TRAILERS may be permitted to be parked on site at any one (1) time. Such USE shall comply with all applicable regulations set forth in Division 1 of Article IV of this Chapter.

required in order for you to participate in this hearing, please contact the Department of Planning Services at (970) 400-6100, or the Clerk to the Board's Office at (970) 400-4225, prior to the day of the hearing. All cases scheduled before the Planning Commission or Board of County Commissioners are subject to continuance, due to lack of quorum or otherwise. Contact the Department of Planning Services or the Clerk to the Board's Office at the numbers above, for hearing continuance information.

Docket Number: 2025-56

Planning Commissioners Date: September 2, 2025

Time: 1:30 p.m.

Board of Commissioners Date: September 15, 2025

Time: 9:00 a.m.

Case Number: Ordinance 2025-11

Planner: Jim Flesher/Maxwell Nader

Request: In the Matter of Repealing and Reenacting with Amendments, Chapter 23 Zoning of the Weld County Code (Miscellaneous)

Dated: August 13, 2025

Published: August 15, 2025, in the Greeley Tribune

Tagged as:

Clerk to the Board

County Code & Ordinance

Planning & Zoning

Home Businesses

Conditions:

Resident Limit: No more than **10** customers, clients, patients, students, nonresident employees on-site at any one time.

Operating Hours: Public access is limited to **7:00 a.m. to 7:00 p.m.**
Limiting: Adequate off-street parking must be available.

Size: Home businesses on lots smaller than **one acre** must be conducted **entirely indoors** or **off-site**.

Door Activity: If activities occur outside, **opaque screening** (e.g., a privacy fence at least six feet high) is **required**.

Retail Sales: In-person retail sales should not be the primary focus; only **incidental sales** related to the home business are allowed.

Legal and Public Notices

Legal and Public Notices for Weld County Departments are published on this website for public reference. The same public notices are also posted in the newspaper of Public Record. This page shows only current legal and public notices. For more information, or to inquire about historic notices, please contact the [Department](#).

1 Result(s) Found

Notice of Hearing: Ordinance 2025-11

On display until Monday, September 15, 2025

Case Number: Ordinance 2025-11

Request: In the Matter of Repealing and Reenacting with Amendments,
Chapter 23 Zoning of the Weld County Code (Miscellaneous)

Tagged as: Clerk to the Board, County Code & Ordinance, Planning & Zoning

Search Current

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County Code & Ordinance x

Search

Home Businesses

Definition: Update regulations for "Home Businesses" (formerly "Home Occupations") and move the USR option.

are allowed: Agricultural, Estate, and R-1 zones. necessary use to residential dwelling unit.

Simple permit required. Over-the-counter permit. No USRs.

compliance: Some limitations, such as hours of operation, to reduce impacts on neighbors. Certain uses like Trucking Companies are excluded.

CUs: Existing permitted home occupations are legal, nonconforming uses ("grandfathered").



WELD COUNTY GOVERNMENT

Department of Planning Services



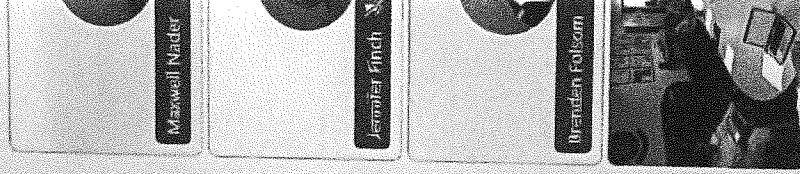
Other Miscellaneous

• **Manufactured Homes and Offices:** Remove zoning permit requirement for office trailers; eliminate permit for storing unoccupied manufactured homes.

Schools: Define "Public" and "Private Schools"; remove USR for Private Schools in Ag zones; require Site Plan Review for both Public and Private Schools.

Public Parks: Remove "Public parks" as a separate UBR; Public Recreational Facilities need a ZPAG in Ag zones and an SPR in others and include public parks already.

Miscellaneous: Clarify "screened" definition; minor updates to various definitions and sections.



Steps in Code Revision Process

Continued Internal discussions

Staff will continue to work internally to finalize details of the code revision.

2 Third work session?

Staff seeking direction on whether a third work session is needed prior to PC.

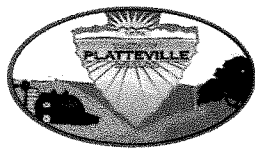
Planning Commission

Planning Commission to hear ORD25-11 on September 2, 2025.

4 Three-reading process

Staff will bring ORD25-11 in front of the BOCC for a three-reading process.

Town of Platteville, Colorado
400 Grand Avenue, 80651



Agenda Item Cover Sheet

MEETING DATE: September 2, 2025

AGENDA ITEM: Fireworks Ordinance 2025-846 Amendment

DEPARTMENT: Administration

PRESENTED BY: Troy Renken, Town Manager

SUMMARY

This past month the recent July 4th Holiday was discussed and the Board agreed that limiting permissible fireworks to July 4th and not additional days would be beneficial for the community. The ordinance that was originally adopted in 2019 to allow the discharge of permissible fireworks from July 1st - 5th is being amended to July 4th only.

FINANCIAL CONSIDERATIONS

None

RECOMMENDED ACTION

Move to approve ORDINANCE NO. 2025-846, AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF PLATTEVILLE AMENDING SECTION 10-9-10 OF THE PLATTEVILLE MUNICIPAL CODE REGARDING THE DISCHARGE OF FIREWORKS.

ATTACHMENTS

Ordinance 2025-846

**TOWN OF PLATTEVILLE
BOARD OF TRUSTEES
ORDINANCE NO. 2025-846**

**AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF
PLATTEVILLE AMENDING SECTION 10-9-10 OF THE PLATTEVILLE
MUNICIPAL CODE REGARDING THE DISCHARGE OF FIREWORKS**

**NOW THEREFORE BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE
TOWN OF PLATTEVILLE, COLORADO AS FOLLOWS:**

Section 1. Sections 10-9-10(c) and (d) of the Platteville Municipal Code are hereby amended to read as follows:

Sec. 10-9-10. Fireworks.

* * *

(c) Except as provided in Section 10-9-10(d), it is unlawful for any person to discharge any permissible fireworks in the Town other than between the hours of 10:00 a.m. to 10:00 p.m. ~~from July 1st to July 5th~~ *on July 4th* of each year.

(d) Persons seeking to discharge permissible fireworks on any days other than July 4th ~~1st through July 5th~~ must first obtain a permissible fireworks discharge permit from the Town. Permits shall be granted at the sole discretion of the Town Clerk, in consultation with the Town Manager, and shall include information relating to the type of permissible firework to be discharged, the location of discharge, the time period permitted for discharge, and any other reasonable condition imposed upon the permittee to ensure the continued peace and safety of the Town.

* * *

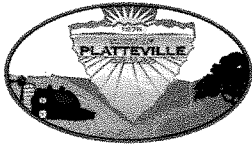
**INTRODUCED, READ, ADOPTED AND ORDERED PUBLISHED THIS 2nd DAY
OF SEPTEMBER, 2025.**

TOWN OF PLATTEVILLE, COLORADO

Michael Cowper, Mayor

ATTEST:

Danette Schlegel, Town Clerk



Agenda Item Cover Sheet

MEETING DATE: September 2, 2025

AGENDA ITEM: Impact Fee Ordinance

DEPARTMENT: Administration

PRESENTED BY: Troy Renken, Town Manager

SUMMARY

An ordinance is being presented to amend the costs of impact fees for non-residential development projects based upon the recent impact fee study update that was completed by BBC Research & Consulting. I've included a 1-page summary of what the current impact fees are along with a copy of the entire code section on impact fees as there's also language to provide exemptions, credits, refunds, etc. based upon the development. For example, if a developer agrees to construct public roadways around the development that's not otherwise required then the Town could waive the Transportation Impact Fee since this additional infrastructure was completed.

FINANCIAL CONSIDERATIONS

Increased one-time impact fee revenues from non-residential development.

RECOMMENDED ACTION

Move to approve Ordinance 025-847, AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF PLATTEVILLE AMENDING SECTION 4-9-40 AND APPENDIX A OF THE PLATTEVILLE MUNICIPAL CODE BY ADOPTING REVISED NONRESIDENTIAL DEVELOPMENT IMPACT FEES

ATTACHMENTS

Ordinance 2025-847
Appendix A Fee Schedule Impact Fee Summary
Article IX Development Impact Fees

**TOWN OF PLATTEVILLE
BOARD OF TRUSTEES
ORDINANCE NO. 2025-847**

**AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF
PLATTEVILLE AMENDING SECTION 4-9-40 AND APPENDIX A OF THE
PLATTEVILLE MUNICIPAL CODE BY ADOPTING REVISED
NONRESIDENTIAL DEVELOPMENT IMPACT FEES**

WHEREAS, pursuant to the authority granted in C.R.S. § 29-20-101, *et seq.*, and as a condition of issuance of a land development permit, the Town may impose an impact fee or other similar development charge to fund expenditures by the Town on capital facilities needed to serve new development;

WHEREAS, pursuant to C.R.S. § 29-20-104.5, impact fees may only be used for capital improvements, not operating or maintenance costs, or to repair or correct existing deficiencies in existing infrastructure, and the capital improvements must have a useful life of at least 5 years;

WHEREAS, pursuant to C.R.S. § 29-20-104.5, impact fees must be legislatively adopted at a level no greater than necessary to defray impacts generally applicable to a broad class of property;

WHEREAS, pursuant to Ordinance No. 723 of 2016, the Board of Trustees amended Chapter 4 of the Platteville Municipal Code (the "Code") by the addition of a new Article IX, concerning residential and non-residential development impact fees;

WHEREAS, on June 9, 2025, BBC Research & Consulting completed an impact fee study on the Town's nonresidential impact fees concerning the demand anticipated to be placed by new growth upon the Town's police facilities, parks, public facilities, and streets and related appurtenances (the "Impact Fee Study"), a copy of which was presented at a public meeting of the Board of Trustees on July 1, 2025;

WHEREAS, based on reasonable methodologies and analyses for determining the impacts of new development on the Town's police facilities, public facilities, transportation facilities and storm drainage facilities, the Study quantifies the reasonable impacts of new development on these capital facilities, and establishes impact fees no greater than is necessary to defray the projected impacts directly related to proposed nonresidential development;

WHEREAS, the new impact fees will be legislatively adopted, will be generally applicable to a broad class of property, and are intended to defray the projected impacts on such facilities and improvements caused by proposed nonresidential development as required by law;

WHEREAS, such fees are designed to and do address capital facilities needs which are generally brought about by nonresidential development, which facilities are separate and distinct from the impacts and needs addressed by other requirements of the Code, the new impact fees do not address the same subjects as other requirements of the Code for site specific dedications or improvements;

WHEREAS, the new fees do not remedy any deficiency in existing capital facilities without regard to new development;

WHEREAS, no individual landowner/applicant will be required to provide any site-specific dedication or improvement to meet the same need for capital facilities for which the new impact fees or other similar development fees are charged;

WHEREAS, a credit against the new impact fees payable by a particular applicant will be provided where a site-specific dedication or improvement is required from the same applicant for the same capital need;

WHEREAS, the new impact fees will be collected and accounted for in accordance with C.R.S. § 29-1-801, *et seq.*;

WHEREAS, the new impact fees will not be imposed on any development permit for which the applicant has submitted a complete application before the effective date of this Ordinance;

WHEREAS, on October 7, 2025, the Board of Trustees will hold a public hearing to discuss, review and hear public comments on the proposed impact fees set forth herein;

WHEREAS, based upon the testimony and evidence presented at the public hearing, the Board finds that: (1) new development upon which the new impact fees will be charged creates a need for the capital facilities being funded by the fees; (2) new development will benefit from the construction of the facilities and improvements to be funded by the new impact fees; (3) the amounts of the facilities and improvements to be funded by the new impact fees is directly related to that required by new development; and (4) the new impact fees are fair and rational, charge new development according to its impact on the Town's capital facilities and benefits the developers who pay them in a tangible way; and

WHEREAS, the Board of Trustees desires to amend the Code to revise certain nonresidential development impact fees in accordance with the Study.

NOW THEREFORE BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF PLATTEVILLE, COLORADO AS FOLLOWS:

Section 1. Section 4-9-40 of the Code is hereby amended as follows:

Sec. 4-9-40. Definitions.

* * *

(b) *Impact Fee Study* means the report prepared by BBC Research and Consulting dated August 13, 2015, as amended to include Section II-8, concerning "Storm Drainage Impact Fee," and entitled "Town of Platteville Capital Expansion Fees," and as further amended as to nonresidential impact fees by the report prepared by BBC Research and Consulting dated June 9, 2025.

Section 2. The Development Impact Fees section in Appendix A of the Code is hereby amended by deleting the existing nonresidential Police Facilities, Parks, Public Facilities, Transportation and Storm Drainage fees and adding the following new non-residential impact fees:

Nonresidential Impact Fee per Sq. Ft.					
Development Type	Police Facilities	Public Facilities	Stormwater Drainage	Transportation	Parks
Retail & Commercial	\$0.49	\$2.72	\$4.53	\$12.38	\$0.00
Office	\$0.71	\$3.92	\$3.68	\$10.13	\$0.00
Public & Industrial	\$0.51	\$2.81	\$3.40	\$5.56	\$0.00
Warehouse & Industrial	\$0.19	\$1.03	\$4.25	\$4.57	\$0.00

Section 3. Effective Date. This Ordinance shall become effective on January 1, 2026.

INTRODUCED, READ, AND ORDERED PUBLISHED THIS 2nd DAY OF SEPTEMBER, 2025 AND A PUBLIC HEARING FOR SECOND READING AND ADOPTION OF THIS ORDINANCE SET FOR THE 7th DAY OF OCTOBER, 2025.

TOWN OF PLATTEVILLE, COLORADO

Mike Cowper, Mayor

ATTEST:

Danette Schlegel, Town Clerk

Development Impact Fees

Police Facilities - Residential	\$759.00 per dwelling unit
Police Facilities - Nonresidential	\$0.54 per square foot
Public Facilities - Residential	\$2,096.00 per dwelling unit
Public Facilities - Nonresidential	\$1.50 per square foot
Parks - Residential	\$1,538.00 per dwelling unit
Parks - Nonresidential	\$0.00
Transportation - Residential	\$2,860.00 per dwelling unit
Transportation - Nonresidential	\$2.50 per square foot
Storm Drainage - Residential	\$1,601.00 per unit/structure
Storm Drainage - Nonresidential	\$1.14 per square foot
Schools* - Single-Family Residential	\$1,054.20 per unit
Schools* - Multi-Family PGFPD Impact Fee	\$272.00 per unit 2.266 per dwelling unit

* Collected by Town of Platteville with payment of building permit, but forwarded in full to Weld County School District RE-1 & PGFPD.

ARTICLE IX - DEVELOPMENT IMPACT FEES

Sec. 4-9-10. - Legislative Findings.

The Board of Trustees finds that:

- (a) The protection of the health, safety and general welfare of the citizens of the Town requires that the Town's police facilities, parks, storm drainage facilities, public facilities and streets and related appurtenances be expanded and improved to accommodate continuing growth within the Town.
- (b) New residential and nonresidential development imposes increasing demands upon the Town's police facilities, parks, storm drainage facilities, public facilities and existing Town streets and related appurtenances, and often overburdens such facilities and systems.
- (c) The tax revenues currently generated from new development do not generate sufficient funds to provide police facilities, parks, storm drainage facilities, public facilities, and streets and related appurtenances necessary to serve the new development.
- (d) New development is expected to continue and will place ever-increasing demands on the Town to provide such capital facilities to serve new development.
- (e) The Impact Fee Study sets forth a reasonable methodology and analysis for determining and quantifying the reasonable impacts of various types of proposed residential and nonresidential development on the Town's capital facilities; quantified the reasonable impact of proposed development on the capital facilities addressed therein; determined the costs necessary to meet the demands created by new development; and determined impact fees as set forth in this Article that are at a level no greater than necessary to defray such impacts of proposed new development on the Town's existing capital facilities. The Town hereby establishes as Town standards the assumptions and level of service standards referenced in the Impact Fee Study as part of its current plans for future expansions to the Town's capital facilities addressed in the Impact Fee Study.
- (f) The impact fees set forth in this Article are based on the Impact Fee Study and are intended to defray the projected impacts on the Town's capital facilities directly related to and caused by proposed development.
- (g) The capital facilities and improvements financed with the impact fees set forth herein will benefit all development in the Town, and it is therefore appropriate to treat the entire Town as a single service area for purposes of calculating, collecting and spending the impact fees provided for in this Article.
- (h)

The impact fees do not and will not be used to remedy any deficiencies in capital facilities or improvements that exist without regard to new development.

- (i) This Article includes provisions to ensure that no individual landowner is required to provide any site specific dedication or improvement to meet the same need for capital facilities or improvements for which an impact fee is imposed.
- (j) Except for optional independent fee calculation studies, each category of impact fee created by this Article is a standardized fee to be applied uniformly to a broad class of property and is not a discretionary fee to be determined on a case-by-case basis.

(Ord. 723 §1, 2015)

Sec. 4-9-20. - Authority, Applicability, And Effective Date.

- (a) This Article is enacted pursuant to the Town's general police powers pursuant to the authority granted to the Town by C.R.S. § 31-15-101 et seq., and pursuant to the authority granted to the Town by C.R.S. § 29-20-101 et seq.
- (b) The provisions of this Article shall apply to all of the territory within the limits of the Town.
- (c) This Article shall be effective October 1, 2015.

(Ord. 723 §1, 2015)

Sec. 4-9-30. - Intent.

- (a) It is the intent of this Article to:
 - (1) Comply with C.R.S. § 29-20-101 et seq., and the provisions of this Article shall be interpreted, construed and enforced in accordance with C.R.S. § 29-20-101 et seq.
 - (2) Ensure that new development bears a proportionate share of the cost of capital facilities and improvements, to ensure that such proportionate share does not exceed the cost of the capital facilities and improvements required to serve such new development and to ensure that the funds collected from new developments are used to construct capital facilities and improvements that benefit such new developments.
 - (3) Ensure that new development pay for its proportionate share of Town-wide police facilities, parks, storm drainage facilities, public facilities, and streets and related appurtenances and improvements through the imposition of an impact fee for each of such categories of capital needs, which fees will be used to finance, defray or reimburse all or a portion of the costs incurred by the Town to construct or acquire the capital facilities and improvements that will serve or benefit such new development.

(4)

Collect from new development only that amount of money directly related to the impacts of new development and necessary to offset new demand for capital facilities and improvements generated by that new development.

(b) It is not the intent of this Article to:

- (1) Use the impact fees to remedy any deficiency in capital facilities or improvements existing on the effective date of this Article; or
- (2) To commingle any monies collected from any impact fee deposited in an impact fee fund with monies from a different impact fee fund.

(Ord. 723 §1, 2015)

Sec. 4-9-40. - Definitions.

As used in this Article, unless context otherwise requires, the following definitions shall apply:

Capital facility means an improvement or facility that: is directly related to any service that the Town is authorized to provide; has an average useful life of five (5) years or longer; and is required by the general policy of the Town pursuant to a resolution or ordinance.

Impact Fee Study means the report prepared by BBC Research and Consulting dated August 13, 2015, as amended to include Section II-8, concerning "Storm Drainage Impact Fee," and entitled "Town of Platteville Capital Expansion Fees."

Parks means planning, financing, land acquisition, engineering, design, construction inspection, construction, and purchases associated with new or expanded park capital facilities or equipment that expand the capacity of the Town's park system and that have an average useful life of at least five (5) years, excluding maintenance, operations or improvements that do not expand capacity, and site-specific improvements to meet the same need for parks for which the parks impact fee is imposed.

Police facilities means planning, financing, land acquisition, engineering, design, construction inspection and purchases associated with new or expanded police capital facilities, including without limitation additional office space, equipment, vehicles, parking, storage space and other capital facilities related to the provision of law enforcement services within the Town that have an average useful life of at least five (5) years, excluding maintenance, operations or improvements that do not expand capacity.

Public facilities means planning, financing, land acquisition, engineering, design, construction inspection, and public capital facility purchases associated with new or expanded public facilities, including without limitation additional office space, office equipment, parking, storage space and

other capital facilities that expand the capacity of the Town's public facilities and that have an average useful life of at least five (5) years, excluding maintenance, operations or improvements that do not expand capacity.

Site-specific improvements includes without limitation:

- (a) For the park impact fee, all neighborhood and local park facilities and equipment located within the boundaries of the proposed development and designed and intended to provide neighborhood and local park facilities and equipment only within the boundaries of the proposed development, or located outside the boundaries of the development and designed and intended to provide connections from existing parks facilities to only that development;
- (b) For the public facilities impact fee, respectively, all public facilities located within the boundaries of the proposed development and designed and intended to provide such facilities only within the boundaries of the proposed development, or located outside the boundaries of the development and designed and intended to provide such facilities to only that development; and
- (c) For the transportation impact fee, all access streets adjacent to the proposed development or leading only to the proposed development; all roads and driveways within the development; all acceleration, deceleration, right or left turn lanes leading to any streets and driveways within the development; and all traffic control devices and signals for streets and driveways within that development.

Storm drainage facilities means land acquisition, financing, engineering, design, construction inspection and purchases associated with new or expanded storm drainage facilities including without limitation, additional office space, office equipment, parking, storage space and other capital facilities that expand the capacity of the Town's storm drainage system and that have an average useful life of at least five (5) years, excluding maintenance, operations or improvements that do not expand capacity.

Transportation means land acquisition, financing, engineering, design, construction inspection and purchases associated with new or expanded streets or rights-of-way, traffic control devices, medians, median landscaping, curbs, gutters and other drainage structures that expand the capacity of the Town's street system and that have an average useful life of at least five (5) years, but excluding maintenance, operations or improvements that do not expand capacity, and site-specific improvements.

(Ord. 723 §1, 2015; Ord. 741 §1, 2017)

Sec. 4-9-50. - Imposition.

- (a) There is hereby imposed a police facilities impact fee, a storm drainage facilities impact fee, a public facilities impact fee, a park impact fee, and a transportation impact fee, in the amounts set forth in this Article.
- (b) Each impact fee shall be paid as a condition of approval of all development in the Town for which a building permit is required and shall be payable prior to the issuance of such building permit. The obligation to pay impact fees shall run with the land.
- (c) The impact fees shall be in addition to any public land dedication and school site dedication requirements imposed by this Code.
- (d) Impact fees shall be calculated upon approval of the following type of development applications:
 - (1) Subdivision, whether such subdivision approval is a final plat approval, a minor development plat approval or the approval of a replat; and
 - (2) Rezoning, including approval of a planned unit development, only if the Board of Trustees determines that the rezoning generates demand for a new capital facilities and improvements in excess of what the previous entitlements had allowed for or on an application for which approval of a subdivision is not necessary.
- (e) If the development application is of a type not listed in Subsection (d), then the Town shall use the fee applicable to the most nearly comparable type of development application in Subsection (d).
- (f) If the applicant is applying for a permit to allow a change of use, or the expansion or modification of an existing nonresidential building by more than one thousand (1,000) square feet, the fee shall be based on the net positive increase in the fee for the new use or structure as compared to the impact fee, if any, that would have been due under this Article for the previous use or structure, whether or not such fee was actually paid.
- (g) Nothing in this Article shall restrict the Town from requiring an applicant to construct improvements required to serve the applicant's project and otherwise permitted under applicable law.
- (h) The Board of Trustees may agree to pay some or all of an impact fee imposed on a proposed development by this Article from other funds of the Town that are not restricted to other uses. Any such decision shall be at the discretion of the Board of Trustees, based on goals and objectives previously adopted by the Board of Trustees to promote any legally permitted purpose.

(Ord. 723 §1, 2015)

- (a) Except for such impact fees as may be calculated, paid and accepted pursuant to an independent fee study, the amount of each impact fee shall be as stated in Appendix A.
- (b) An applicant may request that the Town determine the amount of the impact fees by an independent fee study prepared at the applicant's cost by qualified professional engineers or economists and submitted to the Town. Such study shall be based on the same methodology and the same levels of service standards, units, unit costs, staffing, building sizes, improvements and construction costs used in the Impact Fee Study for the fee category at issue, and must document the economic methodologies and assumptions used. The Town may hire consultants to review an independent fee study on behalf of the Town, and may charge the costs of such review to the applicant. An independent fee study submitted by an applicant may be accepted, rejected or accepted with modifications by the Town as the basis for calculating impact fees. The Town shall not be required to accept any study the Town deems to be inaccurate or unreliable, and may request that the applicant submit additional or different documentation for consideration in connection with review of any study. If such study is accepted or accepted with modifications as a more accurate measure of the demand for capital facilities created by the proposed development, then the impact fees may be calculated according to such study.
- (c) An independent fee study for transportation shall show all traffic engineering and economic methodologies and assumptions used, including without limitation the following:
 - (1) Traffic engineering studies including trip generation rates, trip lengths, and percentage of trips from the site that represent net additions to current trips from the site, the percentage of trips that are new trips as opposed to pass-by or divert-link trips and any other trip data for the proposed land use.
 - (2) Economic studies including documentation of any special factors that the applicant believes will reduce the traffic volumes otherwise attributable to the proposed land use.
- (d) If an impact fee has been calculated in error, it shall be recalculated. Amounts overpaid by an applicant shall be refunded by the Town to the applicant within thirty (30) days after the Town's acceptance of the recalculated amount or the date of a final decision in any appeal, whichever is later, with interest at the rate of two percent (2%) per annum since the date of the overpayment. Amounts underpaid by the applicant shall be paid to the Town within thirty (30) days after the Town's acceptance of the recalculated amount or the date of a final decision in any appeal, whichever is later, with interest at the rate of two percent (2%) per annum since the date of such underpayment. In the case of an underpayment, the Town shall not issue any additional permits or approvals for the development for which the impact fee was paid until such underpayment is corrected.

(Ord. 723 §1, 2015)

Sec. 4-9-70. - Impact Fee Funds.

- (a) All fees paid pursuant to this Article shall be promptly deposited in the applicable impact fee fund, and the following impact fee funds are hereby established:
 - (1) Police Impact Fee Fund.
 - (2) Park Impact Fee Fund.
 - (3) Storm Drainage Facilities Impact Fee Fund.
 - (4) Public Facilities Impact Fee Fund.
 - (5) Transportation Impact Fee Fund.
- (b) Each fund shall be an interest-bearing account which shall be accounted for separately from other funds. Any interest or other income earned on monies deposited in each fund shall be credited to such fund. Monies in each fund shall be considered to be spent in the order collected, on a first-in/first-out basis. Interest earned in each fund shall be considered part of such fund and shall be subject to the same restrictions on use applicable to the impact fees deposited in such fund. Any monies, including any accrued interest, not assigned to specific projects in any year and not expended shall be retained in the fund until the next fiscal year.
- (c) The monies in each fund shall be used as follows:
 - (1) Police Impact Fee Fund: to acquire land for police facilities, equipment and improvements or to acquire, develop or construct police facilities, equipment and improvements.
 - (2) Park Impact Fee Fund: to acquire land for parks and recreational facilities and improvements or to acquire, develop or construct parks and recreational facilities and improvements.
 - (3) Storm Drainage Facilities Impact Fee Fund: to acquire land for storm drainage facilities or to acquire, develop or construct storm drainage facilities.
 - (4) Public Facilities Impact Fee Fund: to acquire land for public facilities or to acquire, develop or construct public facilities.
 - (5) Transportation Impact Fee Fund: to acquire land for streets and related appurtenances or to construct streets and related appurtenances.
- (d) No monies in the impact fee funds shall be spent for periodic or routine maintenance, rehabilitation, or replacement of any Town capital facilities, or to remedy deficiencies in capital facilities existing on the effective date of this Article; provided that the expansion of an existing capital facility to provide additional capacity shall not be considered to be curing a deficiency.
- (e)

Authority is hereby granted for each of the impact fee funds to borrow funds from and lend funds to each of the other impact fee funds, to the extent permissible by law and in compliance with C.R.S. § 29-1-801 et seq., and C.R.S. § 29-20-101 et seq., and provided that all funds are repaid accordingly.

(Ord. 723 §1, 2015)

Sec. 4-9-80. - Exemptions.

(a) The following shall be exempt from impact fees imposed by this Article:

- (1) Reconstruction, expansion or replacement of a residential dwelling unit existing on the effective date of this Article, provided that the reconstructed, expanded or replacement unit is within the same residential size category as the current unit.
- (2) Reconstruction, expansion or replacement of a nonresidential building existing on the effective date of this Article, provided that no more than one thousand (1,000) square feet of additional usable nonresidential space is created.
- (3) Construction of an unoccupied, detached accessory structure, related to a residential unit; provided, however, that with respect to the transportation impact fee, this exemption may be applied only if such structure will not produce additional vehicle trips over and above those produced by the primary building or land use.
- (4) Replacement of a destroyed or partially destroyed nonresidential building or structure with a new nonresidential building or structure that does not exceed the size of the original structure by more than one thousand (1,000) square feet of usable nonresidential space.
- (5) Replacement of a destroyed or partially destroyed building or structure with a new building or structure of the same size and use, where no additional vehicle trips will be produced over and above those produced by the original building or structure.
- (6) Installation or replacement of a mobile home on a lot or a mobile home site when an impact fee for such lot or site has previously been paid pursuant to this Article or where a mobile home legally existed on such site on the effective date of this Article.
- (7) Any other type of development that will produce no greater demand for the capital facility for which the fee is imposed, or produce no more vehicle trips from such site over and above the trips from such site prior to the proposed development, or for which the applicant can show that an impact fee for such site has previously been paid in an amount that equals or exceeds the impact fee that would be required by this Article, provided that the burden shall be on the applicant to demonstrate that such a fee was previously paid.

(b) A claim for exemption shall be made with the application for the first building permit for the proposed development that creates the obligation to pay the impact fee, or it is forever waived.

- (c) The Town Manager or designee shall determine the validity of a claim for exemption pursuant to the criteria set forth in Subsection (a).

(Ord. 723 §1, 2015)

Sec. 4-9-90. - Refunds.

- (a) Fees shall be appropriated and expended within ten (10) years from the date on which such fee was paid. Any fees not so appropriated or expended shall be refunded, upon application to the Town, to the record owner of the property for which the impact fee was paid, together with interest calculated at the two-year treasury rate adjusted annually on the last business day of the year for each year from the date of collection to the date of refund; provided, however, that the Town shall retain two percent (2%) of the fee to offset the cost of the refund.
- (b) An application for a refund shall be made to the Town within six (6) months of the expiration of such ten-year period. If a refund is due, the amount of the refund shall be divided proportionately among all applicants for refunds who have filed applications during a six-month period; provided, however, that in no event shall the amount of any refund exceed the amount of the fee paid on behalf of the property for which the refund is sought, plus interest.
- (c) After an impact fee has been paid, no refund shall be made if the development for which the fee was paid is later demolished or altered, reconstructed or reconfigured so as to reduce the size or number of units or to change the use of any building or structure in the development.

(Ord. 723 §1, 2015)

Sec. 4-9-100. - Credits.

- (a) No applicant shall be required to provide a land dedication or site-specific improvement to meet the same need for capital facilities for which an impact fee is imposed. Therefore, all land dedications and site-specific improvements shall result in a credit against the impact fees otherwise due for such development.
- (b) No credit shall be awarded for: (1) land dedications for or acquisition or construction of site-related or site-specific improvements; (2) land dedications not accepted by the Town; (3) acquisition or construction of facilities and improvements not approved in writing by the Town prior to commencement of the acquisition or construction; or (4) dedication, construction or acquisition of a type of facilities or improvements not included in the Impact Fee Study.
- (c) No credit shall exceed the amount of the impact fee due; provided, however, that if the amount of credit due is calculated to be greater than the amount of the fee due, nothing herein shall prevent the Town from entering into a reimbursement agreement.

- (d) To obtain a credit, an applicant shall submit a written offer to dedicate to the Town specific parcels of land over and above those regularly required by the Town or to acquire or construct specific facilities and improvements in accordance with applicable law, and must specifically request a credit. Such written request shall be under oath, be accompanied by adequate documentation and filed with the application for the first building permit that includes the obligation to pay the impact fee against which the credit is requested. Failure by the applicant to follow the above procedures waives the claim for credit.
- (e) The credit shall be calculated as follows:
 - (1) Credit for qualifying land dedications shall, at the applicant's option, be valued at one hundred percent (100%) of the most recent estimated actual value for such land as shown in the records of the County Assessor, or that fair market value established by an MAI or Colorado Certified General Real Estate Appraiser acceptable to the Town in an appraisal paid for by the applicant.
 - (2) To receive credit for qualifying acquisition or construction of capital facility improvements, the applicant shall submit completed engineering drawings, specifications and construction cost estimates to the Town. The Town shall determine the amount of credit due based on the information submitted or, if it determines that such information is inaccurate or unreliable, then on alternative engineering or construction costs acceptable to the Town.
- (f) Approved credits shall become effective as follows:
 - (1) Approved credits for land dedications shall become effective when the land has been conveyed to the Town in a form acceptable to the Town at no cost to the Town and accepted by the Town. Upon written request from the applicant, the Town shall issue a letter stating the amount of credit available.
 - (2) Approved credits for construction of facilities shall generally become effective when: (a) all required construction has been completed and has been accepted by the Town; (b) a suitable warranty bond has been received and approved by the Town; and (c) all design, construction, inspection, testing, bonding and acceptance procedures have been completed in compliance with all applicable Town and state procedures. However, approved credits for the construction of capital facilities and improvements may become effective at an earlier date if the applicant posts security in the form of an irrevocable letter of credit or escrow agreement and the amount and terms of such security are accepted by the Town. At a minimum, such security shall equal one hundred twenty-five percent (125%) of the credit or the amount determined to be adequate to allow the Town to construct the capital facilities and improvements for which the credit was given, whichever is higher.

- (g) A credit may only be applied to the same category of impact fee for which the credit was obtained. Credits shall only be used to reduce the amount of the impact fee otherwise due under this Article and shall not be paid to the applicant in cash or in credits against any other monies due from the applicant to the Town.
- (h) If a credit has not been exhausted within ten (10) years of the date of issuance of the first building permit for which a fee was due, or within such other period as may be designated in writing by the Town, such credit shall lapse.

(Ord. 723 §1, 2015)

Sec. 4-9-110. - Appeals.

- (a) A property owner or applicant may appeal the following to the Town Manager:
 - (1) The applicability of an impact fee to the development;
 - (2) The amount of an impact fee to be paid for the development;
 - (3) The availability, amount or application of any credit; or
 - (4) The amount of any refund, as determined by the Town.
- (b) The burden of proof in any such appeal shall be on the applicant to demonstrate that the amount of the impact fee, credit or refund was not properly calculated by the Town. In the appeal, the fee payer shall, at his or her expense, prepare and submit to the Town Manager an independent fee calculation study for the impact fee in question. The independent fee calculation study shall be prepared by a professional, following the methodologies used in the Impact Fee Study and this Article and including all relevant data, analysis and reports which would assist the Town Manager in his or her determination.
- (c) The Town Manager shall notify the applicant of the meeting date for the appeal at least fifteen (15) days prior to the date of the meeting. At the meeting, which shall be informal in nature, the Town Manager shall provide the applicant and Town staff an opportunity to present testimony and evidence regarding the fee, credit or refund being appealed. The Town Manager shall modify said amount only if there is substantial competent evidence in the record that the Town erred, based upon the methodologies contained in the Impact Fee Study. The Town Manager's decision shall be final.

(Ord. 723 §1, 2015)

Sec. 4-9-120. - Periodic Review.

- (a) The impact fees and procedures described in this Article shall be reviewed at least once every five (5) years to ensure that: (1) the demand and cost assumptions and other assumptions underlying such fees are still valid; (2) the resulting fees do not exceed the actual costs of constructing capital facilities and improvements required to serve new development; (3) the

monies collected in the Impact Fee Funds have been and are expected to be spent for capital facilities and improvements; and (4) such capital facilities and improvements will benefit those developments for which the fees were paid. Failure to perform such review within such time shall not invalidate any portion of this Article or restrict the Town from collecting the fees described in this Article.

- (b) On January 1, 2017, and on January 1 of each year thereafter in which an impact fee is in effect, the amount of the impact fee per dwelling unit for residential development and the per square footage of gross floor area for nonresidential development shall be automatically adjusted to account for inflation increases in the cost of providing capital facilities, utilizing the most recent data from the Engineering News Record Construction Cost Index for the Denver metropolitan area. In lieu of this automatic annual adjustment, the Town may, at its option, determine the appropriate annual inflation factor. Moreover, nothing herein shall prevent the Town from electing to maintain a then-existing capital facilities impact fee or from electing to waive the inflation adjustment for any given fiscal year, or years. Any such action to determine an inflation factor other than that set forth above shall be by Board resolution.

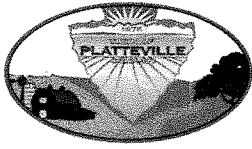
(Ord. 723 §1, 2015)

Sec. 4-9-130. - Violations.

Violations of this Article shall be subject to the remedies provided in this Code. Knowingly furnishing false information to any official of the Town charged with the administration of this Article on any matter relating to the administration of this Article, including without limitation the furnishing of false information regarding the expected size or use of a proposed development, shall be a violation of this Article.

(Ord. 723 §1, 2015)

Town of Platteville, Colorado
400 Grand Avenue, 80651



Agenda Item Cover Sheet

MEETING DATE: September 2, 2025

AGENDA ITEM: Citizen Advisory Committee Reports

DEPARTMENT: Administrative

PRESENTED BY: Troy Renken, Town Manager

SUMMARY

The Board Liaisons for the four Citizen Advisory Committees will provide reports or updates on what each committee has been working on.

ATTACHMENTS

None

Town of Platteville, Colorado
400 Grand Avenue, 80651



Agenda Item Cover Sheet

MEETING DATE: September 2, 2025

AGENDA ITEM: Town Manager Report

DEPARTMENT: Administration

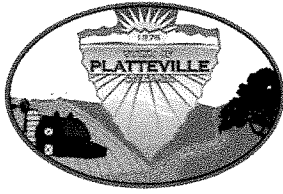
PRESENTED BY: Troy Renken, Town Manager

SUMMARY

Manager Renken has submitted a written report and will be in attendance during the meeting to address any questions that Board may have.

ATTACHMENTS

Manager Report



Town of Platteville

Troy Renken, Town Manager

400 Grand Avenue, Platteville, Colorado 80651

970.785.2245 / trenken@plattevillegov.org

Platteville.Colorado.Gov

August 28, 2025

Town Manager's Board Report

The Board meeting agenda has several action items that I've summarized on the coversheets but otherwise I don't anticipate anything else coming up prior to the meeting. I appreciate being able to take last week off from work to take Andrew to North Dakota and so far he hasn't shown up at the door unexpectedly which is a good thing.

I continue working on several projects while starting new ones as we enter the fall months.

➤ Budget Preparation

The Preliminary Certification of Valuation for property taxes came out and Platteville's overall assessed property values increased from \$55,588,640 to \$59,856,060 during the past year. These numbers typically change slightly due to appeals before the final assessed valuations are certified on or before December 10th. Even though we'll receive more next year in property tax revenues we'll have increased expenses to address including the standard inflation for utilities and benefits. Danette was informed that our health insurance premiums increased approximately 18% after many years of lower 3-5% increases. The significant increase was due to a substantial increase in claims this past year by participants in our insurance pool (Public Sector Health Care Group). David Green will be in the office next Thursday to close out the August financial accounts and prepare budget worksheets for me to go over with all departments. I'll have the preliminary draft budget to the Board during the October 7th meeting and then we'll have our all-day budget workshop at Town Hall on Friday, October 10th.

➤ Police Station Design & Budget Estimate

Several more meetings were held with Infusion Architects & Fransen Pittman to discuss the final design and budget estimates and I've decided that more time is needed before presenting this to the Board. The overall design is basically complete but as we discuss the budget certain aspects of the design can change or be modified, which is the process we're currently in. For example, we're looking at reducing the size of the carport or removing it from the north side of the building which impacts the budget as well as types of materials used along with landscaping, signage, paving and other budgetary cost. The total estimate is currently around \$5 million for the overall design with approximately \$2.5 million for construction, \$1.5 million for site work including utilities and exterior items (i.e. paving, landscaping, fencing, etc.) and another \$1 million for the "soft costs" which include interior equipment and furnishings including computers, security cameras, furniture, evidence storage, etc.). It's important to understand all aspects of what the cost estimates consist of so that is why I told the Infusion and FP team to continue working on dialing down the estimates, so we have a realistic and most cost-effective presentation for the Board to consider. The soft costs are what can fluctuate drastically as we don't need everything new inside the police station so the high estimate can and will change. I will reiterate that I don't have any intention of asking the Board to approve long-term debt to fund the new police station as my goal is to build it using reserve funds, DOLA or other available grants and short-term (7-10 year) financing using existing budget.

I also met with a bond attorney, finance manager and Katie our Town Attorney to learn more about the Certificate of Participation (COP) program which sounds like a realistic funding option with flexible terms and reasonable interest rates. I've scheduled the Police Station Design & Budget Presentation for October 7th at 6:00pm prior to our regular meeting as I have also scheduled a study session for September 16th with our legal and engineering water consultants to discuss the NISP project and during the October 21st meeting night I've scheduled another study session with DOLA Main Street Program team. September and October will be very busy preparing for budget and discussing several important topics.

➤ Weld County CDBG Grant Program

The grant we received this past year to install new ADA ramps and additional sidewalk sections in the four public parks has been completed and I'll close out the grant once the final payment is made to the contractor. I've heard positive comments about these improvements, especially the new sidewalks around Riverview Park.

I applied for a second Community Development Block Grant last December to install two new restrooms in Lincoln & Riverview Parks and we were awarded funding to do the Lincoln Park restroom in 2026. David and I met with Cynthia Martin, Director of the CDBG Program, earlier this week to discuss both grant projects and I will submit a 3rd grant application this December to hopefully complete the Riverview Park restroom in 2027 (only one grant cycle per year). There's approximately \$1 million in CDBG funds available each year to award to communities for ADA compliance projects with between 8-12 applicants annually so the funding is competitive and restrictive. This grant is very nice in that it provides 100% funding with no local match. The current ADA ramp & sidewalk project was \$98,000 and the Lincoln Park restroom received a \$261,000 award for next year.

➤ Solar Production Agreement (CEC Solar)

I've included the CEC agreement with my report as I was informed that this was discussed at the last meeting. Several months ago Trustee Nelson asked me to look into this to see if the agreement was still beneficial so I've made this a priority as we go into budget season. The agreement was completed in 2017 for a 20-year term and in general provides for a reduced kWh cost average for our electrical costs on our primary meters or facilities. I've working with Tessa to review the Xcel billing for the past few months to see what the potential savings are based upon kWh rates for what is currently being charged and what we're paying CEC Solar to "connect" to (or receive discounted rates from) the solar array located in Sterling, Colorado. I've also sent this agreement to Katie to review the term and what options the Town has regarding termination or renewal. Once I have more information I'll report the findings to the Board.

➤ Community Service Officer

After interviewing six good candidates several weeks ago an offer of employment was made to Tim Rangel who resides in the Mead area to be our CSO. Tim's work history includes being a rural USPS carrier and working as an Anesthesia Tech and with an animal clinic. Tim started training this week and will work with Scott, Carl and myself until he's prepared to be on his own later next month when Scott retires. I'll have Tim attend an upcoming meeting so you can formally meet him once his training is complete.

I'll discuss a variety of other items during my verbal report and be available to answer questions you may have.

SOLAR PRODUCTION AGREEMENT

(Colorado Local Governmental Units)

This Solar Production Agreement (the "**Agreement**") is entered into as of the 21 day of September, 2017 (the "**Effective Date**") and is by and between CEC SOLAR #1128 LLC, a Colorado limited liability company as seller (the "**Seller**"), and the Town of Platteville, Colorado, a statutory town and municipal corporation of the state of Colorado, as buyer (the "**Town**" or "**Buyer**"). In this Agreement, Seller and Buyer are sometimes referred to individually as a "**Party**" and collectively as the "**Parties**."

Whereas, Buyer is a Colorado municipality; and

Whereas, Seller has offered to provide to the Town under this Agreement a means of procuring low-cost electrical energy as utility cost-savings measures under C.R.S. 29-12.5-101 *et seq*; and

Whereas, pursuant to this Agreement, the Town can purchase an interest in a Solar Energy Facility (defined below), by acquiring Buyer's Production Capability (defined below) and obtain utility credits from the sale of the solar energy generated by such facility so as to decrease the Town's utility costs.

Now therefore, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the Parties hereby mutually agree as follows:

1. Definitions. Under this Agreement, the following terms are defined as follows:

"Affiliate" means any person or entity that directly, or indirectly through one or more intermediaries, controls or is controlled by or partnered with, or is under common control with the person or entity specified.

"Buyer's Allocation" means the Buyer's Production Capacity expressed as a percentage of the entire nameplate capacity of the Solar Energy Facility.

"Buyer's Production Capacity" means the amount of Production Capacity purchased under this Agreement, as referenced in Section 2 and **Appendix A** below.

"Buyer's Solar Interest" means the Buyer's Production Capacity and the Buyer's Solar Output, and excludes any Environmental Attributes or Tax Incentives.

"Buyer's Solar Output" means the Solar Output of the Solar Energy Facility, multiplied by the Buyer's Allocation.

"Commercial Operations Date" means the date on which the Solar Energy Facility generates electric energy on a commercial basis, and the interconnection to the utility's electric grid has been authorized and is functioning with the Utility. Such date shall be specified by Seller either in **Appendix A** to this Agreement, or by a separate written notice provided to Buyer pursuant to Section 6 of this Agreement.

"Environmental Attributes" means any credit, benefit, reduction, offset, financial incentive, and other beneficial allowance that is in effect as of the Effective Date or may come into effect in the future, including, to the extent applicable and without limitation, (i) all environmental and renewable energy attributes and credits of any kind and nature resulting from or associated with the Solar Energy Facility, its production capacity and/or electricity generation, (ii) government financial incentives, (iii) greenhouse gas offsets under the Regional Greenhouse Gas Initiative, (iv) renewable energy credits or renewable energy certificates (each referred to as "RECs") or any similar certificates or credits under the laws of any jurisdiction, including but not limited to Solar RECs, and (v) other allowances howsoever named or referred to, with respect to any and all fuel, emissions, air quality, or other environmental characteristics, resulting from the use of solar energy generation or the avoidance of the emission of any gas, chemical or other substance into the air, soil or water

attributable to the Solar Energy Facility, its production capacity and/or electricity generation. Notwithstanding anything to the contrary herein, Environmental Attributes under this Agreement refers only to those Environmental Attributes associated with the Solar Energy Facility and not to any other attributes that the Town may otherwise possess.

"Facility Meter" means a revenue-grade meter maintained by Seller at the Solar Energy Facility and used to measure the electricity delivered by the Solar Energy Facility to such meter.

"Force Majeure" or "Force Majeure Event" means any event or circumstance not within the reasonable control of the affected Party which precludes that Party from carrying out, in whole or in part, its obligations under this Agreement, including, but not limited to, Acts of God, hurricanes or tornados, fires, epidemics, landslides, earthquakes, floods, other natural catastrophes, strikes, lock outs or other industrial disturbances.

"Interconnection Agreement" shall mean the interconnection service agreement(s) entered into with the Utility, which authorizes the interconnection of the Solar Energy Facility to the Utility grid.

"Interconnection Point" means the point at which the Utility takes delivery of generated electrical output from the Solar Energy Facility.

"kWh" means kilowatt hour.

"Production Capacity" means the nameplate of the entire Solar Energy Facility, as listed in **Appendix A** hereto.

"Production Month" means a monthly period during which electricity is delivered from the Solar Energy Facility to the Interconnection Point, occurring after the Commercial Operations Date and before the end of the Term.

"Program" means the Utility's Solar Rewards Community Service Program whereby customers may sell generated electricity to the Utility pursuant to the terms and conditions of the Utility's Colorado PUC No. 7 Tariff, Schedule SRCS, as amended from time to time with the Colorado Public Utilities Commission (the "CPUC").

"Solar Bill Credit" means the bill credit calculated by the Utility pursuant to the terms and conditions of the Program.

"Solar Energy Facility" shall mean the photoelectric solar generation facility described in **Appendix A**.

"Solar Output" means the total amount of electricity generated by the Solar Energy Facility and delivered to the Utility at the Interconnection Point from the Commercial Operations Date until the end of the Term, expressed in terms of kilowatt hours ("kWh") on a monthly basis.

"Tax Incentives" means any tax credits, incentives or depreciation allowances established under any federal or state law, including without limitation investment tax credits (including any grants or payments in lieu thereof) and any tax deductions or other benefits under the Internal Revenue Code or applicable federal, state, or local law available as a result of the ownership and operation of the Solar Energy Facility or the output generated by the Solar Energy Facility (including, without limitation, tax credits (including any grants or payments in lieu thereof) and accelerated, bonus or other depreciation.

"Term" shall have the meaning set forth in Section 6.

"Utility" means Xcel Energy.

"Utility Account" means Buyer's account with the Utility for utility services at the Utility Service Location.

"Utility Service Location" means the premises or multiple premises at which Buyer receives utility services from the Utility under the Utility Account.

2. **Buyer's Production Capacity and Buyer's Solar Output.** Under this Agreement, the Town purchases the Buyer's Production Capacity and the Buyer's Solar Output associated therewith (collectively referred to as "**Buyer's Solar Interest**"). The Buyer's Production Capacity purchased under this Agreement is from particular solar panels (the "**Selected Solar Panels**") located in the Solar Energy Facility. The Selected Solar Panels shall represent a nameplate capacity equal to 18.3% of the total nameplate capacity of the Solar Energy Facility, rounded to the nearest full panel. The Town acknowledges that the Utility limits the amount of Production Capacity available to the Town under this Agreement, as more fully set forth in Section 4 hereto.
3. **Sale of Buyer's Solar Output to Utility.** The Utility currently offers the Program whereby customers can sell generated electricity to the Utility pursuant to the terms of the Program. Seller agrees to assist the Town with such sale as detailed more fully in this Section 3 below.
 - 3.1. **Delivery of Buyer's Solar Output.** In connection with the Program, beginning upon the Commercial Operations Date and continuing monthly until the end of the Term, Seller hereby agrees to deliver the Buyer's Solar Output to the Utility at the Interconnection Point, and to provide to the Utility the information requested by the Utility (the "**Bill Credit Information**") to calculate the Solar Bill Credits payable to the Buyer under the Program based upon the delivery of the Buyer's Solar Output for such month to the Utility.
 - 3.2. **Bill Credit Information.** Bill Credit Information includes, but is not limited to the Buyer's name, address, the Buyer's Utility Service Location, the Utility Account numbers associated with the Utility Service Location, the nameplate capacity of the Selected Solar Panels, and the Buyer's Solar Output. Seller agrees to be, and the Town hereby appoints Seller, as the Town's representative for submitting Bill Credit Information to the Utility, with full power and authority to supply to the Utility such information as may be required by the Utility under the Program. This authorization does not restrict the Town from communicating with, instructing or directing the Utility with respect to other matters pertaining to electric service at the Utility Service Location, or asking the Utility questions regarding the Town's participation in the Program. In addition, the Town hereby authorizes the Utility to release to Seller the consumption and other account information of the Town to help Seller to carry out the terms of this Agreement and the Program, and agrees to execute any documents that either Seller or the Utility may request to permit the release of such information. The Parties agree to work cooperatively to address any concerns that the Town may have with the documents to be executed recognizing that the Parties do not control the Utility. Nothing herein shall require the Town to sign any document that violates any local or state law or regulation.
 - 3.3. **Sale of Buyer's Solar Output.** The Town hereby appoints Seller, as the Town's representative with full power and authority to deliver, assign, transfer, and sell all of Buyer's Solar Output in connection with the Program, and to enter into, administer, and enforce on the Town's behalf any agreements related to such delivery, assignment, transfer and sale. For this purpose, the Town hereby waives, relinquishes, and quitclaims any right, claim, and interest in the Buyer's Solar Output and associated Environmental Attributes, and agrees to execute any additional documents and instruments needed by Seller to effect or evidence the transfer of the Solar Output to the Utility. The Parties agree to work cooperatively to address any concerns that the Town may have with the documents to be executed recognizing that the Parties do not control the Utility. Nothing herein shall require the Town to sign any document that violates any local or state law or regulation.
4. **Program Limits and Other Acknowledgments Regarding Program.** In connection with this Agreement, the Town acknowledges that:

- 4.1. The Program imposes a limit (listed as the Program Limit in **Appendix C**) which restricts the total photoelectric generating capacity which the Town may have under the Program, whether purchased under this Agreement or otherwise, and the Town agrees that Seller is not obligated to request, and that the Utility is not obligated to make, any payment or Solar Bill Credit to the extent the Town's photoelectric generating capacity exceeds those limitations. The Town acknowledges that the limitations set forth in **Appendix C** are derived from the Program, and that this Agreement will be deemed automatically amended to incorporate any changes to corresponding provisions in the Program.
- 4.2. Solar Bill Credits are calculated solely by the Utility under the Program, and are subject to Program terms and conditions. The Town acknowledges and agrees that Seller shall use commercially reasonable efforts to require Utility to make Solar Bill Credits and to provide Solar Bill Credits to the Town as set forth herein. In the event the Utility fails to provide Solar Bill Credits to the Town as set forth herein, then the Town may cease payment of the Monthly Payment Amount (defined below) to Seller until the Solar Bill Credits are applied to the Town's Utility bill, provided the Town is not in breach of this Agreement or an agreement with the Utility.
- 4.3. The duration, terms and conditions of the Program, including the rate used to determine Solar Bill Credits, are subject to the sole and exclusive control of Utility and/or the CPUC, and that Seller has not made any representations or warranties with respect to the expected duration of the Program or the amounts to be provided by Utility as Solar Bill Credits.
- 4.4. The Town must be and remain a customer of the Utility for electric service throughout the Term of this Agreement, and be in conformance with the requirements of this Agreement and the Utility so long as the Program is offered by the Utility and this Agreement is not earlier terminated. Nothing herein shall preclude the Town from transferring its obligations under this Agreement to another account or party as set forth in Section 9.3.
- 4.5. Nothing in this Agreement shall prevent or preclude the Town from participating in any public process with the Public Utilities Commission or the Utility related to the Program or otherwise. Seller will make a reasonable effort to inform the Town prior to commencement of any public process that may cause a change to the Program and Program Limit. Further, the Seller shall notify the Town at least thirty (30) days prior to the implementation of any change in the Program or Program Limit that will affect this Agreement and the Parties rights and obligations hereunder.
5. **Environmental Attributes and Tax Incentives Excluded.** The Town acknowledges and agrees that Buyer's Solar Interest does not include any Environmental Attributes or Tax Incentives associated with the Solar Energy Facility, and the Town agrees that the Town will not claim the Environmental Attributes or Tax Incentives associated with the Solar Energy Facility and will promptly execute any additional documents and/or authorizations as Seller may request to assist Seller in retaining, or in delivering to the Utility or to another third party, such Environmental Attributes and/or Tax Incentives, as determined by Seller. The Parties agree to work cooperatively to address any concerns the Town may have with the documents and/or authorizations to be executed, recognizing the Parties do not control the Utility. Nothing herein shall require the Town to sign any document and/or authorization that violates any local or state law or regulation.
6. **Commercial Operations Date, and Term.** If the Commercial Operation Date is not known by the Effective Date of this Agreement, Seller will provide the Town with notice of the Commercial Operation Date once known. The Term of this Agreement begins upon the Effective Date, and ends 20 years after the Commercial Operations Date unless this Agreement is terminated earlier in accordance with its terms and conditions, in which case the Term shall end upon such early termination. The period from the Commercial Operations Date until the 20th anniversary thereof is referred to herein as the "**Scheduled Term**".
7. **Payment to Seller.**

- 7.1 The Town acknowledges that in order to bill on a more timely basis, the measurement of the electricity produced by the Solar Energy Facility shall be based upon Seller's meter readings at the Facility Meter.
- 7.2 The Town shall make monthly payments to Seller under this Agreement, unless earlier terminated as set forth herein, in an amount (the "**Monthly Payment Amount**") equal to (i) the Buyer's Allocation of the amount of electricity delivered by the Solar Energy Facility to the Facility Meter during a Production Month, multiplied by (ii) the price per kWh in effect during the year in which the Production Month occurs as set forth in the **Appendix B** Price List. During any period when the Town is receiving no Solar Bill Credits under this Agreement from the Utility that is not a result of a default under this Agreement or in violation of an agreement with the Utility, the Town shall have no obligation to pay Seller a Monthly Payment Amount until such Solar Bill Credits are applied to the Town's Utility bill.
- 7.3 The Monthly Payment Amount shall be due by the thirty (30th) day after the end of the Production Month and upon receipt of an accurate invoice from Seller. Seller shall provide Buyer with an invoice showing the Monthly Payment Amount within thirty (30) days following the end of the Production Month.
- 7.4 The Town is tax exempt and therefor is not responsible for any federal, state, and local ad valorem, property, occupation, generation, privilege, sales, use, consumption, excise, or transaction tax, and other taxes, regulatory fees, surcharges, or other similar charges associated with this Agreement or the Monthly Payment Amount. Seller shall be solely responsible for any income taxes imposed on Seller's revenues due to the sale of Buyer's Solar Interest to Buyer under this Agreement.
- 7.5 Intentionally Omitted.
- 7.6 Seller acknowledges and agrees that in accordance with Colorado constitutional restrictions, the Town has appropriated funds necessary to satisfy the payments that are required to fulfill its obligations under this Agreement for the initial year of the term of this Agreement. The payment of any compensation due under this Agreement for any year beyond the first year provided for herein is contingent upon annual appropriation of funds in accordance with applicable law. During the Term of this Agreement, the Town agrees in good faith to include the amounts to become due under this Agreement in the Town's draft budget for each fiscal year for funding the Town's energy costs. In any fiscal year, the Town's failure to appropriate for the purchase of electricity from Seller pursuant to this Agreement or failure to appropriate for the Monthly Payment Amount due hereunder, will be a non-appropriation event (a "Non-Appropriation Event"). If a Non-Appropriation Event occurs, this Agreement shall be terminated and the same shall not be considered an event of default under this Agreement.
8. **Operations and Maintenance of the Solar Energy Facility.** Beginning on the Commercial Operations Date through the end of the Term, Seller will be solely responsible for the operation and maintenance of the Solar Energy Facility, as follows:
- 8.1. **Operations and Maintenance Services.** Seller will operate the Solar Energy Facility, and provide customary maintenance services designed to keep the Solar Energy Facility in good working condition. Seller will use qualified personnel to perform such services in accordance with industry standards, and will pay such persons reasonable compensation for performing such services. Seller will initially appoint or have appointed Energy Equipment Limited an Affiliate of Seller as property manager to operate and maintain the Solar Energy Facility. Seller shall notify the Town in writing and before any change in property management. The Town shall have no obligation for operations and maintenance, repair or replacement of the Selected Solar Panels and the Solar Energy Facility and Seller waives any claim against the Town therefor.

- 8.2. Insurance. Seller shall maintain appropriate insurance on the Selected Solar Panels and the Solar Energy Facility and will ensure prompt repair or replacement in the event of damage thereto.
- 8.3. Monitoring and Warranty. Seller shall ensure that as part of the ongoing maintenance and operation of the Solar Energy Facility that the same is monitored daily for production and weather information, with real time visibility into actual production. The Seller shall make production and weather information available to the Town upon request. In the event the Solar Energy Facility is not producing solar energy in accordance with industry standards, the Seller or its property manager shall investigate and make repairs or replacements to the Solar Energy Facility as appropriate.
- 8.4. Town No Responsibility for Operations and Maintenance. The Town shall have no obligation for operations and maintenance, damage to, repair or replacement of the Selected Solar Panels and the Solar Energy Facility. During any period when the Town is receiving no Solar Bill Credits, whether due to poor performance of the Selected Solar Panels or Solar Energy Facility, damage thereto, or some other cause, Town shall have no obligation to pay Seller a Monthly Payment Amount.

9. Change of Utility Service Location.

- 9.1. Providing Advance Notice. The Town agrees to provide Seller with ninety (90) days advance notice of any change which may cause the Town to not be the Utility's customer for the Utility Service Location.
- 9.2. New Location Within Utility Service Territory. The Town agrees that if Buyer shall cease to be Utility's customer at the Utility Service Location and within ninety (90) days thereof move to a new location within the service territory of Utility, that The Town will take all steps and provide all information required by Utility under the Program to substitute the Town's new service location as the Utility Service Location under this Agreement, and this Agreement shall continue in effect. The Town acknowledges that if any new service location exceeds the Program Limit set forth in **Appendix C** or otherwise does not comply with the Utility's requirements, the Town's ability to participate in the Program may cease or be limited in accordance with Program requirements.
- 9.3. Other Termination of Utility Service. If the Town ceases to be a Utility customer for electric service at the Utility Service Location and does not comply with Section 9.2 within the time period set forth in therein, the Town will continue to pay Seller the Monthly Payment Amount until end of the Scheduled Term; provided however, that if the Seller or the Town finds a substitute buyer for Buyer's Solar Output, which buyer is satisfactory to Seller in Seller's reasonable discretion, including without limitation such buyer's creditworthiness, then the Town shall not be responsible to pay Seller for Monthly Payment Amounts which correspond to Production Months occurring from and after the date Seller and such substitute buyer shall enter into a Solar Production Agreement in regard to Buyer's Solar Output.

10. Seller's General Agreements.

- 10.1 In connection with this Agreement, Seller represents and warrants to Town that is has or will have direct agreements with the Utility to interconnect the Solar Energy Facility with the Utility and to allow Seller to participate in the Program for at least the term of and as set forth in this Agreement. Seller agrees that Seller is currently and will at all times during the Term of this Agreement perform Seller's obligations under this Agreement, under any interconnection agreement, or other agreement with the Utility. Seller shall at all times perform as required under the Program, and will exercise commercially reasonable efforts to maintain the Program in effect for the Term of this Agreement.

- 10.2 Seller is not bankrupt or insolvent and there are no proceedings pending or being contemplated by Seller, or, to Seller's knowledge, threatened against Seller being or becoming insolvent or bankrupt.
- 10.3 There is not pending, or to Seller's knowledge, threatened against Seller any legal proceedings that would or could materially or adversely affect Seller's ability to perform under this Agreement and the Program or any of its agreements with the Utility.
- 10.4 Seller represents and warrants that there are no material defaults currently pending or threatened under any of Seller or its Affiliates agreements with the Utility.

11. Town's General Agreements. In connection with this Agreement, the Town agrees that:

- 11.1. The Town will provide to Utility all applications, documentation and information required by Utility and otherwise to qualify the Town to participate in the Program. In the event the Utility fails to qualify the Town for participation under the Program, this Agreement shall terminate and be of no force and effect and neither Party shall have any responsibility or ongoing obligation to the other.
- 11.2. The Town has not transferred, assigned or sold any interest in the Solar Energy Facility, or in the Buyer's Production Capacity, Solar Output, Environmental Attributes or Tax Incentives to any other person or entity, and will not do so during the Term of this Agreement, except as provided herein. The Town has not provided to any other person or entity any of the authority granted to Seller under this Agreement and will not do so during the Term of this Agreement.
- 11.3. The Town has not granted or placed or allowed others to place any liens, security interests, or other encumbrances on the Selected Solar Panels, Buyer's Production Capacity, Solar Output, Environmental Attributes or Buyer's Solar Interest, and will not do so during the Term of this Agreement.
- 11.4. The Town understands that the Buyer's Production Capacity and Solar Output will vary from time to time based upon solar availability, weather, seasonality, degradation and other conditions, and that the expected annual production of the Selected Solar Panels is an estimate of solar panel capability under ideal conditions, which may not occur.
- 11.5. The Town understands that Seller has not guaranteed or made any representations or warranties other than those set forth herein, that the operation of the Solar Energy Facility will be uninterrupted or error free, or any minimum Solar Output or Solar Bill Credits shall be obtained.
- 11.6. The Town agrees to keep its Utility account for the Utility Service Location in active status, and to pay on a current basis such amounts as may be due the Utility in connection with such account subject to a transfer as set forth in Section 9. Town shall make no claim against Seller or Seller's affiliates or assigns for amounts which may be payable to Town from the Utility under the Program or in connection with this Agreement.

12. Events of Early Termination.

- 12.1. Material Events. The Term of this Agreement shall be subject to early termination by either Party based upon any of the following events ("Material Events"),
- (a) At such time as the Utility ceases to offer the Program or a comparable substitute that is mutually acceptable to the Parties.
- (b) In the event the Utility fails to provide Bill Credits to the Town under the Program for a period of three (3) consecutive months.

(c) In the event that the Commercial Operations Date has not occurred for the Facility within one year of the Effective Date hereof.

12.2. Termination for Material Event. From and after the occurrence of any Material Event, Seller and the Town shall each have the right, but not the obligation, to terminate this Agreement on the basis of such Material Event, and any such termination shall be effective upon the date set forth in a termination notice, sent in accordance with Section 16. The Parties agree that neither the occurrence of a Material Event nor termination of this Agreement in accordance with this Section for a Material Event shall be considered to be a default or breach under this Agreement.

12.3. Termination based on Lease. If the lease for the property where the Facility is located (the "Lease") is terminated pursuant to its terms, this Agreement shall terminate at such time without liability to either party.

13. Events of Default; Termination for Default

13.1. Buyer Default. Each of the following events will constitute a default on the part of the Town (a "Buyer Default"):

- (a) Except as otherwise expressly permitted in this Agreement, the Town terminates this Agreement before the end of the Term.
- (b) The Town fails to pay any amount due under this Agreement when due and such failure continues for an additional twenty (20) days after written notice from the Seller in accordance with Section 16, that such amount is due.
- (c) The Town breaches any warranty or representation to the Seller as set forth in this Agreement, or fails to perform any material obligation of this Agreement (other than failure to pay), and such breach or failure is not cured by the Town within thirty (30) days after the Town receives written notice of such breach or failure from Seller, or, if such breach or failure is not capable of cure within such thirty (30) day period, and the Town (i) fails to begin such cure within ten (10) days of such written notice or (ii) to complete the cure of such breach or failure with sixty (60) days of such written notice using diligent efforts.
- (d) The Town institutes or consents to any proceeding in bankruptcy pertaining to the Town or its property; or fails to obtain the dismissal of any such proceeding within thirty (30) days of filing; or a receiver, trustee or similar official is appointed for the Town or substantially all of the Town's property or assets; or such property or assets become subject to attachment, execution or other judicial seizure; or the Town is adjudicated to be insolvent.
- (e) The Town attempts to claim any RECs, Environmental Attributes or Tax Incentives in connection with the Solar Energy Facility or Buyer's Solar Interest.

13.2. Seller Default. Each of the following events will constitute a default on the part of Seller (a "Seller Default"):

- (a) Except as otherwise expressly permitted in this Agreement, the Seller terminates this Agreement before the end of the Term.
- (b) Seller breaches any warranty or representation to the Town as set forth in this Agreement, or fails to perform any material obligation of this Agreement, and such breach or failure is not cured by Seller within thirty (30) days after Seller receives written notice of such breach or failure from the Town, or, if such breach or failure is not capable of cure within such thirty (30) day period, and Seller (i) fails to begin such cure within ten (10) days of such written notice or (ii) to complete the cure of such breach or failure with sixty (60) days of such written notice using diligent efforts.

- (c) The Seller institutes or consents to any proceeding in bankruptcy pertaining to the Seller or its property; or fails to obtain the dismissal of any such proceeding within thirty (30) days of filing; or a receiver, trustee or similar official is appointed for the Seller or substantially all of the Seller's property or assets; or such property or assets become subject to attachment, execution or other judicial seizure; or the Seller is adjudicated to be insolvent.

13.3. Buyer's Remedies in Case of Seller's Default. If a Seller Default occurs and is continuing after the expiration of the cure period applicable thereto, then, the Town shall be entitled to terminate this Agreement by written notice to Seller without further obligation other than to pay the Monthly Payment for all Production Months (or partial Production Months) for which Solar Bill Credits are being applied by Utility for the benefit of the Town and occurring prior to the date of such written notice from the Town and/or to seek such remedies as are available to the Town at law or in equity.

13.4. Seller's Remedies in Case of Buyer's Default. If a Buyer Default occurs and is continuing after the expiration of the cure period applicable thereto, then, the Seller shall be entitled to terminate this Agreement by written notice to the Town and/or Seller shall be entitled to seek such remedies as are available to it at law or in equity.

14. Force Majeure. Except as specifically provided herein, if by reason of Force Majeure, a Party is unable to carry out, either in whole or in part, any of its obligations herein contained, such Party (the "Affected Party") shall not be deemed to be in default during the continuation of such inability, provided that: (i) the Affected Party, within two (2) weeks after being affected by the Force Majeure event, gives the other Party hereto written notice describing the particulars of the occurrence and the anticipated period of delay; (ii) the suspension of performance be of no greater scope and of no longer duration than is required by the Force Majeure event; (iii) no obligations of the Party which were to be performed prior to the Force Majeure event shall be excused as a result of the occurrence thereof; and (iv) the Affected Party shall use commercially reasonable efforts to remedy with all reasonable dispatch the cause or causes preventing it from carrying out its obligations.

15. Assignment.

15.1. Assignment by the Town. The Town may not assign this Agreement or Buyer's Solar Interest without Seller's prior written consent, which consent shall not be unreasonably withheld.

15.2. Assignment by Seller. Seller may assign this Agreement, or any of its rights, duties, or obligations under this Agreement, to another entity or individual, including any Affiliate, whether by contract, change of control, operation of law or otherwise, with written notice to the Town but without the Town's consent.

15.3. Collateral Assignment.

(a) General. Notwithstanding anything to the contrary herein, Seller shall be entitled to collaterally assign, pledge, grant security interests in, or otherwise encumber its rights and interests in this Agreement to one or more entities providing financing (hereinafter "Lender") without further consent of the Town. The Town agrees to reasonably cooperate with Seller and its Lender in connection with such financing, and to provide such information and acknowledgements as Seller or its Lender may reasonably request within thirty (30) days of any such request therefor. Any documents requiring the Town's signature shall be in a form acceptable to the Town in its reasonable discretion.

(b) Notices to Lenders. From time to time, Seller or its Lender may provide the Town with written notice of any Lender to which interests have been granted pursuant to Section 15.3(a) above. As a precondition to exercising any rights or remedies related to any default by Seller under this Agreement, the Town shall give written notice of the default to Lender at the same time it delivers notice of default to Seller, including the specifics of any such default. Lender shall have the same amount of time to cure the default under this Agreement as is given to

Seller hereunder, and the same right as Seller to cure any default. The cure period for Lender shall begin to run upon the date Lender receives such written notice from the Town. Failure of the Town to provide Lender with such notice shall not diminish the Town's rights against Seller, but shall preserve all rights of Lender to cure any default. In the event Seller or its Lender fails to provide the Town with the name and address of any Lender to which interests have been granted prior to any notice of default by the Town, then the Town shall not be required to provide notice to Lender as set forth herein.

(c) Right to Cure Defaults; Substitution. To prevent termination of this Agreement, the Lender shall have the right, but not the obligation, at any time to perform any act necessary to cure any default and to prevent the termination of this Agreement. In the event of an uncured default by Seller, Lender shall have the right, but not the obligation, to substitute itself for Seller under this Agreement, or (ii) to require Buyer to enter into a new agreement with Lender substantially identical to this Agreement for a period equal to the remaining duration of the Scheduled Term of this Agreement.

16. **Notices.** In the event that any notice or other communication is required or permitted to be given hereunder, such notice or communications will be in writing and may be delivered in person or sent by certified mail, overnight courier or transmitted by facsimile to the address of the addressee as specified below. Except as otherwise provided, all such notices or other communications will be deemed to have been duly given and received upon receipt.

To Seller: CEC SOLAR #1128, LLC
361 Centennial Pkwy
Suite 300
Louisville CO 80027
Attn: Paul Spencer
Fax No.: 970-692-2592

To Buyer: As set forth in **Appendix A.**

17. **Reporting and Marketing.** The Town authorizes Seller and Seller's Affiliates to use the Town's name and the nameplate capacity allocated to the Town hereunder (such information referenced herein as the Town's "**Customer Information**") for reporting purposes, such as official reporting to governmental authorities, the Utility, public utility commissions and similar organizations, and in marketing materials that Seller or Seller's Affiliates generate or distribute and which Town has had an opportunity to review and approve in advance. Seller agrees that following written notice from the Town to opt out of Seller's marketing program, Seller will no longer identify the Town by name in Seller's marketing materials. Under no circumstances, except as required by law and as otherwise provided in this Agreement, will Seller release or otherwise publish any information collected from the Town other than the above Customer Information.
18. **Applicability of Open Records Act.** The parties acknowledge and agree that the Town is required to comply with the Colorado Open Records Act which may include discussing and adopting the terms of this Agreement in a public meeting and providing this Agreement, including any exhibits, in response to a proper open records request therefor.
19. **Governmental Immunity.** The Town and its officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended, or otherwise available to the Town and its officers, attorneys or employees.
20. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes any other agreement or understanding, written or oral.

21. Additional Agreements.

- 21.1. Authority. Each Party represents and warrants that it has full authority to execute and deliver this Agreement and to perform their obligations under this Agreement, and that the person whose signature appears on the Agreement is duly authorized to enter into this Agreement on behalf of that Party.
- 21.2. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement. The counterparts of this Agreement and the appendices hereto, may be executed and delivered by facsimile or other electronic signature by any Party to any other Party and the receiving Party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received.
- 21.3. Modification, Waiver, Successors and Permitted Assigns. This Agreement may not be amended, changed, modified, or altered unless such amendment, change, modification, or alteration is in writing and signed by all of the Parties to this Agreement or their respective successor(s) in interest. No failure or delay by either party in the exercise of any right hereunder shall constitute a waiver thereof. No waiver of any breach shall be deemed a waiver of any proceeding or succeeding breach. This Agreement inures to the benefit of and is binding upon the Parties and each of their respective successors and permitted assigns.
- 21.4. Governing Law and Venue. This Agreement and the rights and duties of the Parties hereunder shall be governed by and shall be construed, enforced and performed in accordance with the laws of the State of Colorado without regard to principles of conflicts of law. Venue for any dispute shall be in the courts of Weld County, Colorado.
- 21.5. Survival. In the event of expiration or earlier termination of this Agreement, the following sections shall survive: Sections 5, 16, 17, 18, 19, and 21.
- 21.6. Severability. Should any terms of this Agreement be declared void or unenforceable by any court of competent jurisdiction, such terms will be amended to achieve as nearly as possible the same economic effect for the Parties as the original terms and the remainder of the Agreement will remain in full force and effect.
- 21.7. Service Contract. This Agreement is a service contract pursuant to Section 7701(e)(3) of the Internal Revenue Code.
- 21.8. No Partnership. Neither Party to this Agreement shall be deemed to be a joint venturer, employee, or partner of the other, or render either party to this Agreement liable for any debts, obligations, acts, omissions, representations, or contracts of the other.
- 21.9. Prohibition on Government Contracts. If Seller has any employees or subcontractors, Seller shall comply with C.R.S. 8-17.5-101, *et. seq.*, and this Agreement. By execution of this Agreement, Seller certifies that it does not knowingly employ or contract with an undocumented individual who will perform under this Agreement and that Seller will participate in the E-verify Program or other Department of Labor and Employment program ("**Department Program**") in order to confirm the eligibility of all employees who are newly hired for employment to perform Services under this Agreement.
- a. Seller shall not:
- i. Knowingly employ or contract with an illegal alien to perform Services under this Agreement; or

ii. Enter into a subcontract that fails to certify to Seller that the subcontractor shall not knowingly employ or contract with an undocumented individual to perform work under the public contract for services.

b. Seller has confirmed the employment eligibility of all employees who are newly hired for employment to perform services under this Agreement through participation in the E-Verify Program or Department Program, as administered by the United States Department of Homeland Security.

c. Seller shall not use either the E-verify program or other Department Program procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed.

d. If Seller obtains actual knowledge that a subcontractor performing work under the public contract for services knowingly employs or contracts with an illegal alien, Seller shall be required to:

i. Notify the subcontractor and Town within three (3) days that Seller has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

ii. Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to subparagraph (i) of the paragraph (d) the subcontractor does not stop employing or contracting with the illegal alien; except that Seller shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

e. Seller shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the department is undertaking pursuant to its authority established in C.R.S. 8-17.5-102(5).

f. If Seller violates these prohibitions, the Town may terminate the Agreement for breach of contract. If the Agreement is so terminated specifically for breach of this provision of this Agreement, Seller shall be liable for actual and consequential damages to the Town as required by law.

g. The Town will notify the Colorado Secretary of State if Seller violates this provision of this Agreement and the Town terminates the Agreement for such breach.

IN WITNESS WHEREOF, each Party has caused this Agreement to be duly executed by its authorized representative as of the date of signature provided below.

SELLER

CEC SOLAR #1128, LLC

By: [Signature]

Name: Paul Spencer

Title: Chief Executive Officer

Date: 9-21-17

BUYER

Town of Platteville

By: [Signature]

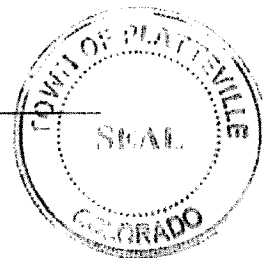
Name: STEVE NELSON

Title: Mayor

Date: Sept. 19, 2017

ATTEST:

[Signature]
Mary Lee, Town Clerk



STATE OF COLORADO)
COUNTY OF Boulder)ss.

The foregoing instrument was subscribed, sworn to and acknowledged before me this 21 day of September, 2017, by Paul Spencer, as Chief Executive Officer of CEC Solar, #1128 LLC.

[Signature]
Notary Public

List of Exhibits to Agreement

Appendix A – Buyer and Facility Information

Appendix B – Price List

Appendix C – Program Limit

ZACKERY JON MANUEL RODRIGUEZ
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID # 20154010769
MY COMMISSION EXPIRES MARCH 16 2019

**Appendix A
Buyer and Facility Information**

Commercial Operations Date: TBD

Effective Date: See Page 1 of the Agreement

Buyer's Allocation: 15.75%

**Estimated initial annual amount of
Buyer's Solar Output ("Estimated
Initial Annual Production"):** 586,394 kWh

Buyer's Production Capacity: 297.36 kW

Facility Location: 12010 Hwy 61 Sterling, CO 80751

Facility Name: 12010 Hwy 61 Sterling, CO 80751

Facility Company Name: CEC SOLAR #1128, LLC

Initial Meter # for Crediting:

Address	Premise
1403 MAIN ST	300724962
400 GRAND AVE SHOP	301420597
508 Reynolds Ave	301762008
15480 COUNTY ROAD 23.5 LAGO	302006517
502 MARION AVE	304003302
319 BYERS AVE	301456403
400 GRAND AVE	301720458
15350 COUNTY ROAD 23.5 LAGO	302006389

Buyer's Name(s): Town of Platteville

Town Mailing Address:

Town Physical Address:

Email:

Fax:

Tel:

**Appendix B
Price List**

The following is the Price List referenced in Section 7.2 of the Agreement:

Year	PPA Cost Average (\$/kWh)
1	\$0.0630
2	\$0.0645
3	\$0.0662
4	\$0.0678
5	\$0.0695
6	\$0.0712
7	\$0.0730
8	\$0.0748
9	\$0.0767
10	\$0.0786
11	\$0.0806
12	\$0.0826
13	\$0.0847
14	\$0.0868
15	\$0.0890
16	\$0.0912
17	\$0.0935
18	\$0.0958
19	\$0.0982
20	\$0.1007

The Town acknowledges that the foregoing Price List sets forth a fixed price per kWh for each of the years listed above, and includes a 2.5% annual escalator.

The Town further acknowledges that the foregoing Price List is intended to fix the price paid by the Town per kWh in connection with the Monthly Payment Amounts under this Agreement.

The Utility shall set future rates for Solar Bill Credits in accordance with Section 12 of the Settlement Agreement Regarding Public Service Company of Colorado's Implementation of its 2014-2016 Community Solar Gardens Program as approved on August 12, 2016.

Buyer has reviewed the fixed price list and acknowledges that the same will be used to determine the monthly payment amount due to Seller under this Agreement.

Appendix C
Program Limit

The Program Limit under this Agreement is equal to 120% of the Town's Maximum average annual electric power consumption at the Utility Service Location.

The Town agrees that the Estimated Initial Annual Production as set forth in **Appendix A** shall not exceed the Program Limit.

In addition, The Town acknowledges that the benefit the Town receives from Buyer's Solar Interest can be reduced if Buyer's Utility Service Location is eligible for solar energy credits or net-metering based upon solar electricity generating equipment other than Buyer's Solar Interest in the Solar Energy Facility. In this regard, the Program Limit shall apply based upon the Buyer's Production Capacity plus the capacity of such other solar electricity generating equipment, taken together.

Town of Platteville, Colorado
400 Grand Avenue, 80651



Agenda Item Cover Sheet

MEETING DATE: September 2, 2025

AGENDA ITEM: Mayor Report

DEPARTMENT: Executive / Legislative

PRESENTED BY: Mike Cowper, Mayor

SUMMARY

Mayor Cowper will update the Board with any & all pertinent information currently at his disposal and will seek comments, questions, and concerns of the Board Members.

ATTACHMENTS

None