

RESOLUTION NO. 2022-54

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRIGHTON, COLORADO, APPROVING THE FIRST AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF BRIGHTON, COLORADO AND BRIGHTON RIDGE METROPOLITAN DISTRICT NO. 1

WHEREAS, Section 32-1-204.5, Colorado Revised Statutes (“C.R.S.”), provides that no special district shall be organized if its boundaries are wholly contained within the boundaries of a municipality, except upon adoption of a resolution of approval of the governing body of such municipality; and

WHEREAS, pursuant to Section 32-1-204.5, C.R.S., on September 7, 2021, the City Council (the “City Council”) of the City of Brighton, Colorado (the “City”) adopted Resolution No. 2021-66 approving a service plan (the “Service Plan”) for Brighton Ridge Metropolitan District No. 1 (the “District”); and

WHEREAS, the City and the District entered into an Intergovernmental Agreement, dated December 9, 2021 (the “Original IGA”), in connection with the City Council’s approval of the Service Plan; and

WHEREAS, the City and the District desire to amend the Original IGA and enter into a First Amended and Restated Intergovernmental Agreement (the “Amended and Restated IGA”), in substantially the form attached hereto as Exhibit A, to replace the Original IGA and to address certain additional matters relating to the provision and financing of public improvements within and outside of the District’s boundaries.

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

Section 1. The City Council approves the Amended and Restated IGA in substantially the form attached hereto as Exhibit A; however, such Amended and Restated IGA may be completed, corrected or revised as deemed necessary by the parties in order to carry out the purposes of this Resolution and in consultation with the City Attorney; the execution thereof being deemed conclusive approval of any such changes by the City. The City Manager is hereby authorized and directed to execute the Amended and Restated IGA for the City and the City Clerk to attest.

Section 2. This Resolution shall be filed in the records of the City and a certified copy submitted to the District.

Section 3. This Resolution is effective as of the date of its adoption.

ADOPTED this 3rd day of May, 2022.

CITY OF BRIGHTON, COLORADO

GREGORY MILLS, Mayor

ATTEST:

NATALIE HOEL, City Clerk

APPROVED AS TO FORM:

ALICIA CALDERÓN, City Attorney

EXHIBIT A

First Amended and Restated Intergovernmental Agreement

FIRST AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT

THIS FIRST AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT is made and entered into this ___ day of May, 2022, by and between the **City of Brighton, Colorado**, a municipal corporation of the State of Colorado (the “City”), and **Brighton Ridge Metropolitan District No. 1**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”).

RECITALS

WHEREAS, the District was organized to provide those services and to exercise powers as are more specifically set forth in the District’s Service Plan dated September 7, 2021, as amended from time to time by City approval (the “Service Plan”); and

WHEREAS, the Service Plan requires the execution of an intergovernmental agreement between the City and the District; and

WHEREAS, the City and the District are parties to an Intergovernmental Agreement dated as of December 9, 2021, (the “Prior IGA”) between the City and the District; and

WHEREAS, the City and the District have determined it to be in their best interests to enter into this Intergovernmental Agreement (“Agreement”) to amend and restate the Prior IGA; and

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

COVENANTS AND AGREEMENTS

1. Prior Agreement. This Agreement amends and restates the Prior IGA in its entirety.
2. Incorporation by Reference. The Service Plan is hereby incorporated in this agreement by this reference. The District agrees to comply with all provisions of the Service Plan, as it may be amended from time to time in accordance with the provisions thereof, and Title 32, Article 1, C.R.S. (the “Special District Act”).
3. Maintenance of Public Improvements. The District agrees that it shall maintain the Public Improvements shown by **Exhibit A** attached hereto and made a part hereof.
4. Extraterritorial Facilities and Services. Pursuant to Section IV.A.4. of the Service Plan, the City and the District agree that the District is authorized to provide for the financing, planning, design, acquisition, construction, installation, relocation and/or redevelopment of the Public Improvements contemplated in **Exhibit E** to the Service Plan, if such Public Improvements are part of a City Approval, from its revenues and by and through the proceeds of Debt to be issued

by the District, regardless of whether the Public Improvements are contained within or outside of the boundaries of the District as its boundaries may be adjusted from time to time.

5. Public Improvements. The District agrees that it will provide for, or will cause the provision of the financing, planning, design, acquisition, construction, installation, relocation and/or redevelopment of the Public Improvements contemplated in **Exhibit E** to the Service Plan, if such Public Improvements are part of a City Approval, in accordance with the requirements of the City Approvals, including, without limitation, all timing and phasing requirements, regardless of whether the Public Improvements are contained within or outside of the boundaries of the District as its boundaries may be adjusted from time to time.

6. Notice to Property Owners. The District agrees that it shall record a Notice of Inclusion in Metropolitan District substantially in the form attached hereto as **Exhibit B** on all property located within the District's boundaries.

7. Enforcement. The parties agree that this Agreement may be enforced in law, or in equity for specific performance, injunctive, or other appropriate relief. The parties also agree that this Agreement may be enforced pursuant to Section 32-1-207, C.R.S. and other provisions of the Special District Act granting rights to municipalities or counties approving a service plan of a special district.

8. Entire Agreement of the Parties. This Agreement constitutes the entire agreement between the parties and supersedes all prior written or oral agreements, negotiations, or representations and understandings of the parties with respect to the subject matter contained herein.

9. Amendment. This Agreement may be amended, modified, changed, or terminated in whole or in part only by a written agreement duly authorized and executed by the parties hereto.

10. Governing Law; Venue. The internal laws of the State of Colorado shall govern the interpretation and enforcement of this Agreement, without giving effect to choice of law or conflict of law principles. The parties hereby submit to the jurisdiction of and venue in the district court in Adams County, Colorado. In any proceeding brought to enforce the provisions of this Agreement, the prevailing party therein shall be entitled to an award of reasonable attorneys' fees, actual court costs and other expenses incurred.

11. Beneficiaries. Except as otherwise stated herein, this Agreement is intended to describe the rights and responsibilities of and between the named parties and is not intended to, and shall not be deemed to confer any rights upon any persons or entities not named as parties.

12. Effect of Invalidity. If any portion of this Agreement is held invalid or unenforceable for any reason by a court of competent jurisdiction as to either party or as to both parties, such portion shall be deemed severable and its invalidity or its unenforceability shall not cause the entire agreement to be terminated.

13. Assignability. Neither the City nor the District shall assign their rights or delegate their duties hereunder without the prior written consent of the other party.

14. Successors and Assigns. This Agreement and the rights and obligations created hereby shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

**BRIGHTON RIDGE METROPOLITAN
DISTRICT NO. 1**

By: _____
President

ATTEST:

By: _____
Secretary

CITY OF BRIGHTON, COLORADO

By: _____
Mayor

ATTEST:

By: _____
City Clerk

APPROVE AS TO FORM:

By: _____
City Attorney

Exhibit A to First Amended and Restated Intergovernmental Agreement

Public Improvements to be Maintained by the District

Street landscaping for interior roads

Retention Areas within District

Internal Park and Open Space Areas not otherwise dedicated to the City

Exhibit B to First Amended and Restated Intergovernmental Agreement

[Attached Notice of Inclusion]

(Starts on the next page)

**NOTICE OF INCLUSION IN METROPOLITAN
DISTRICT AND POSSIBLE PROPERTY TAX
CONSEQUENCES**

Legal description of the property;

See Exhibit A attached hereto and incorporated by reference

This property is located in the following metropolitan district:

Brighton Ridge Metropolitan District No. 1 (the "District")

In addition to standard property tax identified on the next page, this property is subject to a metropolitan district mill levy (another property tax) of up to:

60 mills, subject to Mill Levy Adjustment, as described in the
District's Service Plan

Based on the property's inclusion in the metropolitan district, a commercial parcel with a sale price of \$100,000 could result in ADDITIONAL annual property taxes up to:

\$1,740

Based on the property's inclusion in the metropolitan district, a residential parcel with a sale price of \$300,000 could result in ADDITIONAL annual property taxes up to:

\$1,287

The next page provides examples of estimated total annual property taxes that could be due on this property, first if located outside the District and next if located within the District. **Note: property that is not within the District would not pay the ADDITIONAL amount.**

The District's Board of Directors can be reached as follows;

White Bear Ankele Tanaka & Waldron
2154 East Commons Avenue, Suite 2000
Centennial, Colorado 80122
303-858-1800

You may wish to consult with: (1) the Adams County Assessor's Office to determine the specific amount of District property taxes currently due on this property; and (2) the District's Board of Directors to determine if the District's Service Plan has been amended.

ESTIMATE OF PROPERTY TAXES

Annual Tax Levied on Commercial Property with \$100,000 Actual Value Without the District Mill Levy

Taxing Entity	Mill Levies (2020**)	Annual Tax Levied
Adams County	26.897	\$ 780.01
City of Brighton	6.650	\$ 192.85
Rangeview Library District	3.670	\$ 106.43
Central Colorado Water Conservancy District	1.156	\$ 33.52
Brighton Fire District No. 6	11.795	\$ 342.06
School District No. 27	48.745	\$ 1,413.61
Urban Drainage South Platte	0.100	\$ 2.90
Urban Drainage and Flood Control	0.900	\$ 26.10
TOTAL	99.913	\$ 2,897.48

Annual Tax Levied on Commercial Property with \$100,000 Actual Value With the District Mill Levy (Assuming Maximum District Mill Levy)

Taxing Entity	Mill Levies (2020**)	Annual Tax Levied
Adams County	26.897	\$ 780.01
City of Brighton	6.650	\$ 192.85
Rangeview Library District	3.670	\$ 106.43
Central Colorado Water Conservancy District	1.156	\$ 33.52
Brighton Fire District No. 6	11.795	\$ 342.06
School District No. 27	48.745	\$ 1,413.61
Urban Drainage South Platte	0.100	\$ 2.90
Urban Drainage and Flood Control	0.900	\$ 26.10
Brighton Ridge Metropolitan District No. 1	60.000	\$1,740
TOTAL	159.913	\$ 4,637.48

Annual Tax Levied on Residential Property with \$300,000 Actual Value Without the District Mill Levy

Taxing Entity	Mill Levies (2020**)	Annual Tax Levied
Adams County	26.897	\$576.94
City of Brighton	6.650	\$142.64
Rangeview Library District	3.670	\$78.72
Central Colorado Water Conservancy District	1.156	\$24.80
Brighton Fire District No. 6	11.795	\$253.00
School District No. 27	48.745	\$1,045.58
Urban Drainage South Platte	0.100	\$2.15
Urban Drainage and Flood Control	0.900	\$19.31
TOTAL	99.913	\$2,143.13

Annual Tax Levied on Residential Property with \$300,000 Actual Value With the District Mill Levy (Assuming Maximum District Mill Levy)

Taxing Entity	Mill Levies (2020**)	Annual Tax Levied
Adams County	26.897	\$576.94
City of Brighton	6.650	\$142.64
Rangeview Library District	3.670	\$78.72
Central Colorado Water Conservancy District	1.156	\$24.80
Brighton Fire District No. 6	11.795	\$253.00
School District No. 27	48.745	\$1,045.58
Urban Drainage South Platte	0.100	\$2.15
Urban Drainage and Flood Control	0.900	\$19.31
Brighton Ridge Metropolitan District No. 1	60.000	\$1,287
TOTAL	159.913	\$ 3,430.13

**This estimate of mill levies is based upon mill levies certified by the Adams County Assessor's Office in December 2020 for collection in 2021 and is intended only to provide approximations of the total overlapping mill levies within the District. The stated mill levies are subject to change and you should contact the Adams County Assessor's Office to obtain accurate and current information.

Electronically Recorded RECEPTION#: 2021000141201,
12/2/2021 at 2:14 PM, 4 OF 9,
TD Pgs: 0 Josh Zygielbaum, Adams County, CO.

EXHIBIT A
TO NOTICE OF INCLUSION IN METROPOLITAN DISTRICT
The Property

INITIAL DISTRICT BOUNDARY LEGAL DESCRIPTION

A PARCEL OF LAND SITUATED IN THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 2 SOUTH, RANGE 66 WEST OF THE 6TH P.M.; CITY OF BRIGHTON, COUNTY OF ADAMS, STATE OF COLORADO; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 6, FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION 6 BEARS SOUTH 00°30'28" EAST, A DISTANCE OF 2,652.17 FEET;

THENCE SOUTH 45°30'23" EAST, A DISTANCE OF 42.43 FEET TO THE **POINT OF BEGINNING**, BEING THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY OF POTOMAC STREET AND THE SOUTHERLY RIGHT-OF-WAY OF EAST 120TH AVENUE;

THENCE NORTH 89°29'43" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY, A DISTANCE OF 344.59 FEET TO A POINT ON THE WESTERLY BOUNDARY OF PARCEL NO. 4 REV. AS DESCRIBED IN BOOK 5261 AT PAGE 299 IN THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER;

THENCE, ALONG SAID WESTERLY BOUNDARY, THE FOLLOWING SEVEN (7) COURSES;

1. SOUTH 00°30'17" EAST, A DISTANCE OF 90.00 FEET;
2. NORTH 89°29'43" EAST, A DISTANCE OF 1,900.00 FEET;
3. SOUTH 23°31'38" EAST, A DISTANCE OF 116.18 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 585.38 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 65°43'41" WEST;
4. SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 48°47'21", AN ARC LENGTH OF 498.47 FEET;
5. SOUTH 73°03'40" WEST, A DISTANCE OF 686.75 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 900.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 13°34'40" EAST;
6. SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 49°48'44", AN ARC LENGTH OF 782.45 FEET;
7. SOUTH 30°24'47" WEST, A DISTANCE OF 1,299.74 FEET TO A POINT ON SAID EASTERLY RIGHT-OF-WAY OF POTOMAC STREET;

THENCE NORTH 00°30'28" WEST, ALONG SAID EASTERLY RIGHT-OF-WAY, A DISTANCE OF 2,288.89 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 46.993 ACRES, (2,046,998 SQUARE FEET), MORE OR LESS.

Electronically Recorded RECEPTION#: 2021000141201,
12/2/2021 at 2:14 PM, 6 OF 9,
TD Pgs: 0 Josh Zygielbaum, Adams County, CO.

EXHIBIT ATTACHED AND MADE A PART HEREOF



JAMES E. LYNCH, PLS NO. 37933
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVE., SUITE 1, LITTLETON, CO 80122
303-713-1898

INITIAL DISTRICT BOUNDARY LEGAL DESCRIPTION

A PARCEL OF LAND SITUATED IN THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 2 SOUTH, RANGE 67 WEST OF THE 6TH P.M.; CITY OF BRIGHTON, COUNTY OF ADAMS, STATE OF COLORADO; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 1, FROM WHICH THE EAST QUARTER CORNER OF SAID SECTION 1 BEARS SOUTH 00°30'28" EAST, A DISTANCE OF 2,652.17 FEET;

THENCE SOUTH 44°38'10" WEST, A DISTANCE OF 42.32 FEET TO THE **POINT OF BEGINNING**, BEING THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY OF POTOMAC STREET AND THE SOUTHERLY RIGHT-OF-WAY OF EAST 120TH AVENUE;

THENCE SOUTH 00°30'28" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY, A DISTANCE OF 1,218.50 FEET;

THENCE SOUTH 89°29'31" WEST, A DISTANCE OF 1,288.94 FEET TO A POINT ON THE WEST LINE OF THE EAST HALF OF SAID NORTHEAST QUARTER OF SECTION 1;

THENCE NORTH 00°30'38" WEST, ALONG SAID WEST LINE A DISTANCE OF 1,224.98 FEET TO A POINT ON SAID SOUTHERLY RIGHT-OF-WAY OF EAST 120TH AVENUE;

THENCE NORTH 89°46'49" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY, A DISTANCE OF 1,289.01 FEET TO THE **POINT OF BEGINNING**.

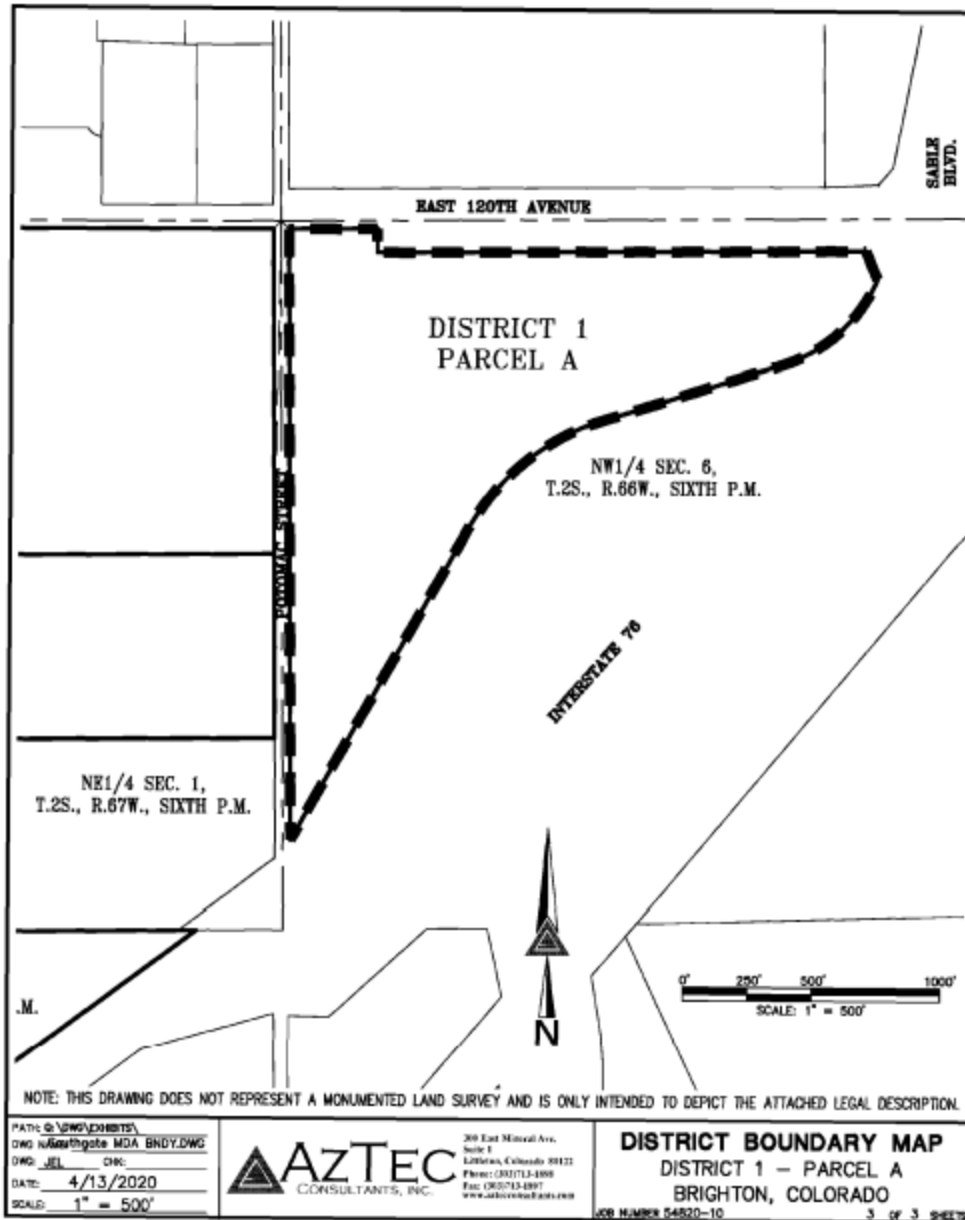
CONTAINING AN AREA OF 36.152 ACRES, (1,574,789 SQUARE FEET), MORE OR LESS.

EXHIBIT ATTACHED AND MADE A PART HEREOF.



JAMES E. LYNCH, PLS NO. 37933
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVE., SUITE 1, LITTLETON, CO 80122
303-713-1898

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Electronically Recorded RECEPTION#: 2021000141201,
12/2/2021 at 2:14 PM, 9 OF 9,
TD Pgs: 0 Josh Zygielbaum, Adams County, CO.

