

After Recording, Return to:
WHITE BEAR ANKELE TANAKA & WALDRON
2154 East Commons Avenue, Suite 2000
Centennial, Colorado 80122

**JOINT RESOLUTION
OF THE
BOARDS OF DIRECTORS
OF THE
SADDLEHORN RANCH METROPOLITAN DISTRICT NO. 1
AND
SADDLEHORN RANCH METROPOLITAN DISTRICT NO. 2
CONCERNING THE IMPOSITION OF A WASTE SERVICE FEE**

WHEREAS, the Saddlehorn Ranch Metropolitan District No. 1 (the “**District No. 1**”) and Saddlehorn Ranch Metropolitan District No. 2 (“**District No. 2**”) (collectively, the “**Districts**”) are quasi-municipal corporations and political subdivisions of the State of Colorado, duly organized and existing pursuant to §§ 32-1-101, *et seq.*, C.R.S., as amended (the “**Special District Act**”); and

WHEREAS, pursuant to § 32-1-1001(1)(h), C.R.S., the Boards of Directors of the Districts (collectively, the “**Boards**”) shall have the management, control, and supervision of all the business and affairs of the Districts; and

WHEREAS, pursuant to § 32-1-1006(6), C.R.S., the Boards may provide for collection and transportation of solid waste for and on behalf of the Districts, by contracting with a third-party service provider; and

WHEREAS, the Boards have determined it to be in the best interests of the Districts, and the property owners, taxpayers, and residents within the Districts to contract with a third-party service provider for collection and transportation of solid waste for and on behalf of the Districts; and

WHEREAS, pursuant to § 32-1-1006(6), C.R.S., District No. 1 published a notice requesting bids for solid waste collection and transportation services in *The Gazette* on April 13, 2023. The Affidavit of Publication is attached hereto and incorporated herein as **Exhibit C**; and

WHEREAS, pursuant to § 32-1-1006(6), C.R.S., no earlier than thirty days following publication, District No. 1 entered into an Independent Contractor Agreement with HBSCO, LLC d/b/a HBS Trash Company (“**HBS**”) to provide solid waste collection and transportation services (“**Services**”) for and on behalf of the Districts on May 25, 2023 (“**Waste Service Agreement**”); and

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

WHEREAS, the Districts incur certain direct and indirect costs associated with the Services (“**Waste Service Costs**”); and

WHEREAS, the establishment and continuation of a fair and equitable fee (the “**Waste Service Fee**”) to provide a source of funding to pay for the Waste Service Costs, which Waste Service Costs are generally attributable to the persons and/or properties subject to such Waste Service Fee, is necessary to provide for the common good and for the prosperity and general welfare of the property owners, taxpayers, and residents within the Districts, and the general public and for the orderly and uniform administration of the Districts’ affairs; and

WHEREAS, the Districts find that the Waste Service Fee, as set forth in this Resolution, is reasonably related to the overall cost of providing the Services and paying the Waste Service Costs, and that imposition thereof is necessary and appropriate.

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

1. DEFINITIONS. Except as otherwise expressly provided or where the context indicates otherwise, the following capitalized terms shall have the respective meanings set forth below:

“**District Boundaries**” means the legal boundaries of the Districts, as the same are established and amended from time to time pursuant to the Special District Act, as more particularly set forth in the map and legal description attached hereto as **Exhibit B** and incorporated herein by this reference.

“**Due Date**” means the date by which the Waste Service Fee is due, which Due Date is reflected on the Schedule of Fees.

“**End User**” means any third-party homeowner or tenant of any homeowner occupying or intending to occupy a Residential Unit.

“**Fee Schedule**” or “**Schedule of Fees**” means the schedule of fees set forth in **Exhibit A**, attached hereto and incorporated herein by this reference, until and unless otherwise amended and/or repealed.

“**Lot**” means each parcel of land established by a recorded final subdivision plat and which is located within the District Boundaries.

“**Residential Unit**” means each residential dwelling unit (including, without limitation, condominiums, townhomes, and any other attached dwelling unit and detached single family dwelling units) located within the District Boundaries.

“**Property Owner**” means all owners of real property, customers, users, residents, leaseholders and other recipients of District services.

2. WASTE SERVICE FEE.

a. The Boards have determined, and do hereby determine, that it is in the best interests of the property owners, taxpayers, and residents within the Districts, and the

general public to impose, and do hereby impose a Waste Service Fee to fund the Waste Service Costs. The Waste Service Fee is hereby established and imposed in an amount as set forth by the Districts from time to time pursuant to the “Fee Schedule” and shall constitute the rate in effect until such schedule is amended or repealed. The Fee Schedule is set forth in **Exhibit A**, attached hereto and incorporated herein by this reference. The Waste Service Fee shall consist of a recurring payment (the “**Recurring Payment**”).

b. The Boards have determined, and do hereby determine, that the Waste Service Fee is reasonably related to the overall cost of providing the Services, and paying the Waste Service Costs, and is imposed on those who are reasonably likely to benefit from the Services.

c. The revenues generated by the Waste Service Fee will be accounted for separately from other revenues of the Districts. The Waste Service Fee revenue will be used solely for the purpose of paying Waste Service Costs, and may not be used by the Districts to pay for general administrative costs of the Districts.

3. LATE FEES AND INTEREST. Pursuant to § 29-1-1102(3), C.R.S., any Waste Service Fee not paid in full within fifteen (15) days after the scheduled Due Date will be assessed a late fee in the amount of Fifteen Dollars (\$15.00) or up to five percent (5%) per month, or fraction thereof, not to exceed a total of twenty-five percent (25%) of the amount due. Interest will also accrue on any outstanding Waste Service Fees, exclusive of assessed late fees, penalties, interest and any other costs of collection, specially including, but not limited, to attorneys’ fees, at the rate of 18% per annum, pursuant to § 29-1-1102(7), C.R.S. The Districts may institute such remedies and collection procedures as authorized under Colorado law, including, but not limited to, foreclosure of its perpetual lien. The defaulting property owner shall pay all fees and costs, specifically including, but not limited to, attorneys’ fees and costs and costs associated with the collection of delinquent fees, incurred by the Districts and/or its consultants in connection with the foregoing.

4. PAYMENT. Payment for all Waste Service Fees, fees, rates, tolls, penalties, charges, interest and attorneys’ fees shall be made by check or equivalent form acceptable to the Districts, made payable to “Saddlehorn Ranch Metropolitan District No. 1” and sent to the address indicated on the Fee Schedule. The Districts may change the payment address from time and time and such change shall not require an amendment to this Resolution.

5. LIEN. The Waste Service Fees imposed hereunder, together with any and all late fees, interest, penalties and costs of collection, shall, until paid, constitute a statutory, perpetual lien on and against the property served, and any such lien may be foreclosed in the manner provided by the laws of the State of Colorado for the foreclosure of mechanic’s liens, pursuant to § 32-1-1001(1)(j)(I), C.R.S. Said lien may be foreclosed at such time as the Districts, in its sole discretion, may determine. The lien shall be perpetual in nature (as defined by the laws of the State of Colorado) on the property and shall run with the land. This Resolution shall be recorded in the offices of the Clerk and Recorder of El Paso County, Colorado.

6. SEVERABILITY. If any portion of this Resolution is declared by any court of competent jurisdiction to be void or unenforceable, such decision shall not affect the validity of any remaining portion of this Resolution, which shall remain in full force and effect. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Resolution a provision similar in terms to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.

7. THE PROPERTY. This Resolution shall apply to all property within the District Boundaries, including, but not limited to, the property set forth in **Exhibit B**, attached hereto and incorporated herein by this reference, and any additional property included into the Districts after the date of this Resolution.

8. EFFECTIVE DATE. This Resolution shall become effective July 31, 2023.

[Remainder of Page Intentionally Left Blank. Signature Page Follows].

ADOPTED this 31ST day of JULY 2023.

SADDLEHORN RANCH METROPOLITAN
DISTRICT NOS. 1 & 2, quasi-municipal
corporations and political subdivisions of the State of
Colorado

Sandra Lehmann

[Sandra Lehmann \(Aug 11, 2023 07:28 MDT\)](#)

Officer of the Districts

ATTEST:

Jeffrey Book

[Jeffrey Book \(Aug 14, 2023 09:42 MDT\)](#)

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys At Law

Blair Dickhoner

[Blair Dickhoner \(Aug 11, 2023 08:17 MDT\)](#)

General Counsel to the Districts

Signature Page to Joint Resolution Concerning the Imposition of a Waste Service Fee

EXHIBIT A
SADDLEHORN RANCH METROPOLITAN DISTRICT NOS. 1 & 2
Schedule of Fees
Effective July 31, 2023

Schedule of Fees		
Fee Type	Classifications	Rate
Waste Service Fee – Recurring Payment	Residential Unit	\$17.00 /month
<p>The Due Date for each Waste Service Fee is the 15th day of each month.</p> <p>Waste Service Fee includes weekly trash and every other week recycling removal services.</p> <p>Additional trash totes are available per Residential Unit for an additional \$8.00 per month. Contact the District if additional totes are needed.</p> <p>HBS will assess an additional trash bag charge of \$3.50 per bag over three allowed bags directly to the Residential Unit. Contact HBS at (720) 547-8600 about additional bags prior to pick up.</p>		

PAYMENTS: Payment for each fee shall be made payable to the Saddlehorn Ranch Metropolitan District No. 1 and sent to the following address for receipt by the Due Date:

Saddlehorn Ranch Metropolitan District No. 1
c/o Walker Schooler District Managers
614 N. Tejon Street
Colorado Springs, CO 80903

EXHIBIT B

SADDLEHORN RANCH METROPOLITAN DISTRICT NO. 2

District Boundaries

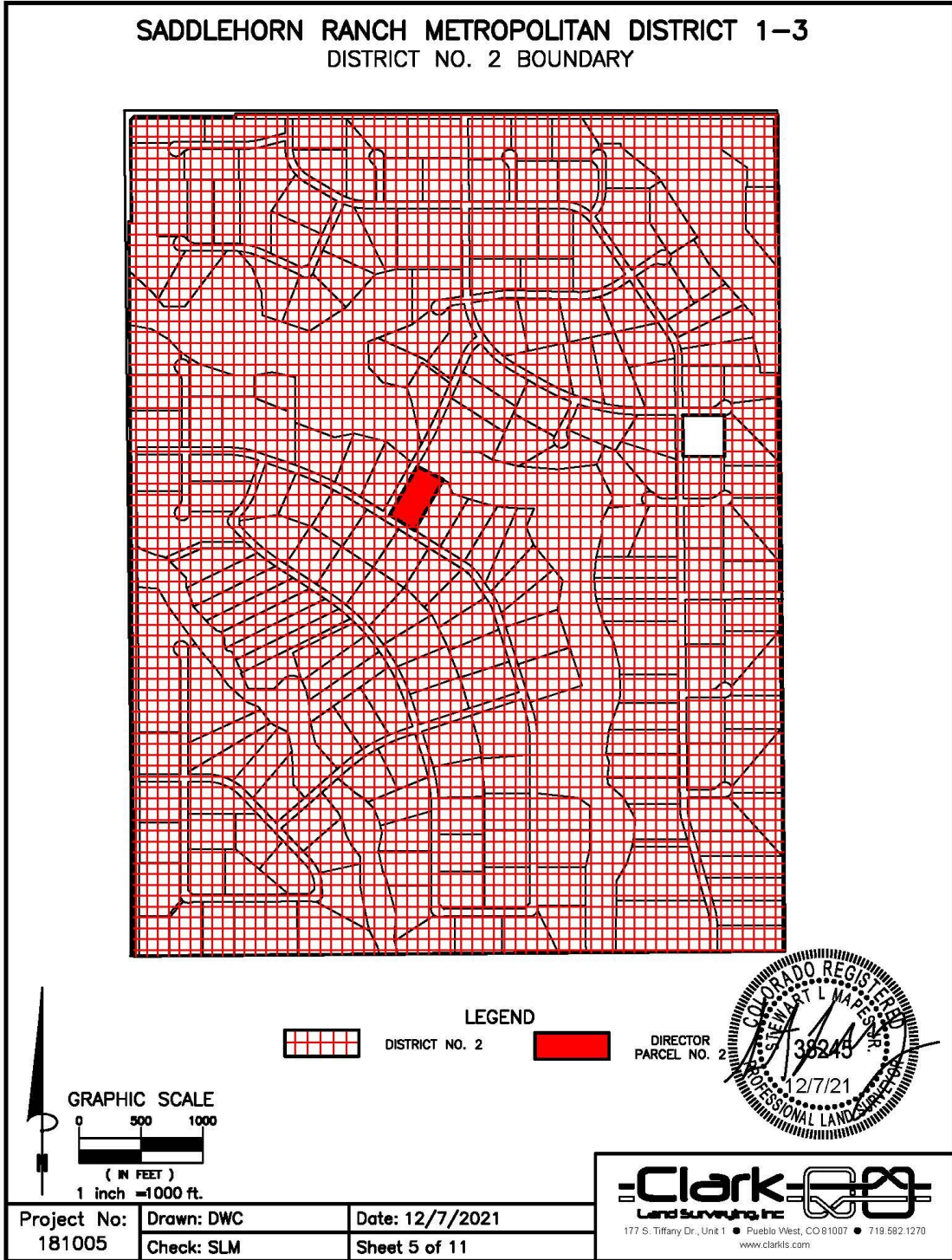


EXHIBIT B
DISTRICT BOUNDARY 2

December 7, 2021

A parcel of land located in Section 3 and Section 10, Township 13 South, Range 64 West of the 6th P.M., El Paso County, Colorado, being more particularly described as follows:

COMMENCING at the Northwest corner of said Section 3; thence along the north line of said Section 3, N89°59'23"W (Basis of bearings is the North line of Section 3, Township 13 South, Range 64 West of the 6th Principal Meridian, monumented at the West end by a No. 6 Rebar with a 3-1/4" aluminum cap, properly marked, in a monument box, "PLS 17496" and at the East end by a No. 6 rebar with a 3-1/2" aluminum cap, properly marked, in a monument box, "PLS 17496", having a measured bearing and distance of S89°59'23"E, 5275.26'. Bearings are relative to Colorado State Plane Central Zone (0502)), a distance of 78.90 feet; thence leaving said North line of Section 3 at a right angle, S00°00'37"W, a distance of 50.00 feet to the South right-of-way line of Judge Orr Road and to the **POINT OF BEGINNING**; thence along said South right-of-way line, S89°59'23"E, a distance of 822.24 feet; thence continuing along said South right-of-way line, N00°00'37"E, a distance of 20.00 feet; thence continuing along said South right-of-way line S89°59'23"E, a distance of 4374.49 feet to a point on the East line of said Section 3; thence leaving said South right-of-way line, along said East line, S00°42'27"E, a distance of 5,435.28 feet to the Northeast corner of said Section 10; thence along the East line of said Section 10, S00°19'53"W, a distance of 1320.51 feet to the North 1/16 corner of said section 10 and section 11; thence along the south line of the North 1/2 of the North 1/2 of said Section 10, S89°34'02"W, a distance of 2642.78 feet; thence S89°34'07"W, a distance of 2612.73 feet, to a point being distant, N89°34'07"E, 30.00 feet from the N1/16 corner of said Section 10 and Section 9 of said Township and Range; thence N00°05'52"E, a distance of 1319.15 feet, to a point being distant N89°33'13"E, 30.00 feet from the Northwest corner of said Section 10, also being the Southwest corner of said Section 3; thence N00°32'28"W, a distance of 4608.42 feet; thence N89°27'32"E, a distance of 19.98 feet; thence N00°32'28"W, a distance of 820.00 feet; thence N44°46'13"E, a distance of 40.00 feet to the **POINT OF BEGINNING**.

Containing 35,534,471 S.F. or 815.759 acres, more or less.

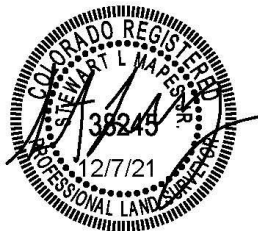


EXHIBIT C

Affidavit of Publication

AFFIDAVIT OF PUBLICATION

STATE OF COLORADO
COUNTY OF EL PASO

I, Lorre Cosgrove, being first duly sworn, deposes and says that she is the Legal Sales Representative of The Colorado Springs Gazette, LLC., a corporation, the publishers of a daily/weekly public newspapers, which is printed and published daily/weekly in whole in the County of El Paso, and the State of Colorado, and which is called Colorado Springs Gazette; that a notice of which the annexed is an exact copy, cut from said newspaper, was published in the regular and entire editions of said newspaper **1 time(s) to wit 04/13/2023**

That said newspaper has been published continuously and uninterruptedly in said County of El Paso for a period of at least six consecutive months next prior to the first issue thereof containing this notice; that said newspaper has a general circulation and that it has been admitted to the United States mails as second-class matter under the provisions of the Act of March 3, 1879 and any amendment thereof, and is a newspaper duly qualified for the printing of legal notices and advertisement within the meaning of the laws of the State of Colorado.



Lorre Cosgrove
Sales Center Agent

Subscribed and sworn to me this 04/17/2023, at said City of Colorado Springs, El Paso County, Colorado.
My commission expires June 23, 2026.



Karen Hogan
Notary Public

**KAREN HOGAN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20224024441
MY COMMISSION EXPIRES 06/23/2026**

Document Authentication Number
20224024441-993591

**NOTICE REQUESTING BIDS
FOR
SOLID WASTE COLLECTION AND TRANSPORTATION SERVICES**

NOTICE IS HEREBY GIVEN that, pursuant to section 32-131006(6), C.R.S., Saddlehorn Ranch Metropolitan District No. 1 (the "District") is requesting bids for solid waste collection and transportation services.

Bids will be received via email to Kevin Walker at kevin.w@wsdistricts.co or via mail to Saddlehorn Ranch Metropolitan District No. 1, Attn: Kevin Walker, Walker Schooler District Managers, 614 N. Tejon St., Colorado Springs, CO 80902 until 05:00 p.m. on Saturday, May 13, 2023. Submittal instructions, scope of services to be provided, and a form of the agreement for the requested services will be available on April 13, 2023. Send requests for bid documents via email to Kevin Walker at kevin.w@wsdistricts.co.

Interested parties are advised that the District reserves the right to not select a successful bid until sixty (60) days from submission date, and those submitting bids expressly agree to keep their bids open for the sixty (60) day time period. The District reserves the right to reject any and all bids, to waive any informality, technicality, or irregularity in any bid, to disregard all non-conforming, non-responsive, conditional, or alternate bids, to negotiate contract terms with the successful party, to require statements or evidence of qualifications, including financial statements, and to accept the bid that is in the opinion of the District in its best interest. The District shall consider the skill, experience, and financial capacity to provide the professional services being proposed. The District reserves the right to accept any combination of bids which in the District's sole and absolute judgment will, under all circumstances, best serve the District's interests. The District also reserves the right to extend the submittal period by addendum.

Questions regarding this bid must be submitted no later than 05:00 p.m. on Saturday, May 6, 2023, and must be directed via email to Kevin Walker at kevin.w@wsdistricts.co.

SADDLEHORN RANCH METROPOLITAN DISTRICT NO. 1
By: s/ Kevin Walker
Kevin Walker, Manager for Saddlehorn Ranch Metropolitan District No. 1.
Published in the Gazette April 13, 2023.











Resolution Concerning Imposition of a Waste Service Fees, 2023-07-31(1325609.4)


Final Audit Report


2023-08-14


Created:	2023-08-08
By:	Jak Pattamasaevi (jak.p@wsdistricts.co)
Status:	Signed
Transaction ID:	CBJCHBCAABAAbewkbCMmmbMaRO5H2DF8YM4xPDqtofpl

"Resolution Concerning Imposition of a Waste Service Fees, 2023-07-31(1325609.4)" History

-  Document created by Jak Pattamasaevi (jak.p@wsdistricts.co)
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-  Document emailed to sandralehmannsellshomes@gmail.com for signature
2023-08-08 - 8:50:59 PM GMT
-  Email viewed by sandralehmannsellshomes@gmail.com
2023-08-11 - 1:27:50 PM GMT
-  Signer sandralehmannsellshomes@gmail.com entered name at signing as Sandra Lehmann
2023-08-11 - 1:28:13 PM GMT
-  Document e-signed by Sandra Lehmann (sandralehmannsellshomes@gmail.com)
Signature Date: 2023-08-11 - 1:28:15 PM GMT - Time Source: server
-  Document emailed to Blair Dickhoner (bdickhoner@wbapc.com) for signature
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 Signer koob@msn.com entered name at signing as Jeffrey Book
2023-08-14 - 3:41:58 PM GMT

 Document e-signed by Jeffrey Book (koob@msn.com)
Signature Date: 2023-08-14 - 3:42:00 PM GMT - Time Source: server

 Agreement completed.
2023-08-14 - 3:42:00 PM GMT