

# BANNING LEWIS RANCH METROPOLITAN DISTRICT NO. 3

## 2023 ANNUAL REPORT

City of Colorado Springs, Colorado  
Director of Budget Department  
*via Email*

County Clerk and Recorder  
El Paso County, Colorado  
*via Email*

Office of the State Auditor  
1525 Sherman Street, 7th Floor  
Denver, Colorado 80203  
*via E-Filing Portal*

Division of Local Government  
1313 Sherman Street, Room 521  
Denver, Colorado 80203  
*via E-Filing Portal*

Pursuant to Section 32-1-207(3)(c)(I), C.R.S., and Article VII.A of the Coordinated Service Plan for the Banning Lewis Ranch Metropolitan District No. 3 (the “**District**”), the District is required to submit an annual report for the preceding calendar year (the “**Report**”) no later than August 1<sup>st</sup> of each year to the City of Colorado Springs, Colorado (the “**City**”), the Colorado Division of Local Government, the Colorado State Auditor, the County Clerk and Recorder; the Report must also be posted on the District’s website, if available.

For the year ending December 31, 2023, the District makes the following report:

1. Boundary changes made or proposed to the District’s boundary as of December 31 of the prior year.

None.

2. Intergovernmental agreements with other governmental entities, either entered into, terminated or proposed as of December 31 of the prior year.

None.

3. Copies of the District’s rules and regulations, if any, as of December 31 of the prior year.

Attached hereto as **Exhibit A**.

4. A summary of any litigation which involves the any District’s Public Improvements as of December 31 of the prior year.

None.

5. Status of the District’s construction of the Public Improvements as of December 31 of the prior year.

There was no new construction in 2023.

6. A list of all facilities and improvements constructed by the District that have been dedicated to and accepted by the City as of December 31 of the prior year.

None.

7. The assessed valuation of the District for the current year.

Attached as **Exhibit B**.

8. Current year budget including a description of the Public Improvements to be constructed in such year.

Attached as **Exhibit C**.

9. Audit of the District financial statements for the year ending December 31 of the previous year prepared in accordance with generally accepted accounting principles or audit exemption, if applicable.

The 2023 Audit is in process and will be provided once it is complete.

10. Notice of any uncured events of noncompliance by the District under any Debt instrument, which continue beyond a 90-day period.

None.

11. Any inability of the District to pay their obligations as they come due, in accordance with the terms of such obligations, which continue beyond a 90-day period.

None.

12. Copies of any Certifications of an External Financial Advisor provided as required by the Privately Placed Debt Limitation provision.

None.

## **EXHIBIT A**



# BANNING LEWIS RANCH<sup>SM</sup>

AN OAKWOOD HOMES COMMUNITY

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## Northtree Rules and Regulations

Effective April 25, 2019

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Northtree Ranch House  
6885 Vista Del Pico Blvd.  
Colorado Springs, CO 80927  
(719) 522-2432  
[BanningLewisRanchMetroDistrict.com](http://BanningLewisRanchMetroDistrict.com)

## ***Welcome to the Neighborhood!***

The Banning Lewis Ranch Team is pleased to welcome you to the first Banning Lewis Ranch Village, Northtree, and we look forward to introducing you and your family to the wide variety of programs, special events, and superior leisure experiences that define the exceptional lifestyle we hope you will enjoy. Our team takes great pride in providing amenities maintained to our high standards of excellence and an atmosphere that is always warm, welcoming and friendly. Our goal in creating this community is to provide a place where friends are plenty and a neighborly spirit and smile set the tone. As your Ranch House Staff, our goal is to make available the opportunities you seek.

This packet has been designed to provide you with all of the information that you need to begin utilizing the many facilities and programs available to you as a Banning Lewis Ranch resident. The usage guidelines provided in this packet have been thoughtfully established to help us to maintain the proper utilization of all areas while providing residents with a safe and enjoyable experience. Our community and Ranch House provide residents with the following amenities:

### **Community**

- Tree-lined streets
- Open-rail fences
- Community, neighborhood, & pocket parks
- Natural open spaces
- Internal pasillo trails that get you from here to there
- Water-wise native landscaping
- Sports fields
- Tennis courts
- Adventure play areas
- Picnic areas
- Banning Lewis Ranch Academy, a public K-8 charter school

### **Ranch House**

- Exercise room with the latest cardio and strength training machines
- Catering kitchen
- Interior fireplace and cozy sitting area
- Exterior fireplace with covered lounge veranda
- Outdoor fire pit
- Jr-Olympic pool
- Kids splash play area
- Event lawn
- Full time director and programming and activities staff

We are delighted that you have decided to become a part of our neighborhood, and we look forward to seeing you at one of our programs or the next special event.

Warm regards,

*The Banning Lewis Ranch Metro District #1  
YMCA of the Pikes Peak Region*

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# INTRODUCTION

## 1.1 Welcome Packet Purpose

The purpose of the Northtree Rules and Regulations Packet is to provide you with all of the information you need to begin enjoying the many amenities, programs and activities available to you as a resident in your community. Each guideline has been thoughtfully established with the best interest of the community in mind with the goal of providing a safe and enjoyable environment for all residents.

Please take the time to review this packet in its entirety and let us know if you have any additional questions, concerns, or suggestions. We value your feedback, and we look forward to hearing from you.

## 1.2 Mission Statement

To provide exceptional services to our residents which reflect our uncompromising standards of excellence and dedication to providing opportunities for ***Building Better Lifestyles***.

## 1.3 History & Developer Story

Banning Lewis Ranch is a place with a lot of colorful history behind it. For almost a century, it has been a thriving cattle ranch. Now Northtree is home to residents instead of calves and foals.

From the start, the Banning Lewis Ranch team has wanted the new Banning Lewis Ranch to feel like home. This thinking guided the plan for the inaugural village, Northtree. That's why you'll find things like tree-lined streets and open-rail fences. Natural green spaces and feathery wild grasses. A new community recreation center complete with a pool, ball fields, the Banning Lewis Ranch Academy, a public K-8 charter school, and beautiful new homes in a variety of architectural styles, displaying rich character and neighborhood crafting, all interconnected by a network of trails and footpaths called "pasillos". It's the kind of place you just don't find much anymore. More good things are planned for the future of the entire Ranch, like town centers with friendly shops and restaurants, more neighborhood schools, a variety of cultural and recreational attractions and places to work or start a business. Our goal is to create a sense of community from the beginning, to honor the past and look forward to the future.

We hope you'll agree that this historically significant property is in good hands. Our goal is to find Guest Builders and employees who care about the quality of what they do. We want to include a sense of history and heritage in this master plan. And every step of the way, we want to be able to look back and be proud of what we've done together.

## 1.4 YMCA of the Pikes Peak Region

As part of the goal of providing our residents with the best leisure amenities and programming, we have hired YMCA of the Pikes Peak Region (YMCA) as the facility manager. The YMCA is responsible for the managing the daily operations, staff, programs, and services offered at the Northtree Ranch House and within the Northtree community. YMCA is committed to providing residents with quality



leisure experiences and is dedicated to their mission of providing opportunities for Building Better Lifestyles.

## **2 GENERAL INFORMATION**

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### **2.1 General Hours of Operation**

Banning Lewis Ranch residents have access to The Ranch House 24/7. Please remember to bring your access key!

Please check [www.banninglewisranchmetrodistrict.com/contacts.htm](http://www.banninglewisranchmetrodistrict.com/contacts.htm) for the most up to date hours for the:

- Northtree Ranch House
- Northtree Backyard, Pool and Splash Area
- Vista Water Park
- Tennis Courts

#### **Pool Closing Policies**

The YMCA will close the pool when severe weather or pool maintenance requires it. Any time lightning is within a ten (10) miles radius, the pool, including all of the pool deck and showers must close for at least thirty (30) minutes. Blood borne pathogen contamination or fecal contamination will necessitate pool closing. Vomit (other than a clear substance) will necessitate pool closing. Outside temperature of 59° F or colder will necessitate pool closing. Water temperature of 70° F or colder will necessitate pool closing. Following a closing for any of the above stated reasons, the pool will remain closed until the condition requiring the closing has been resolved to the satisfaction of the YMCA.

### **2.2 Operating Calendar and Holidays**

#### **Holidays**

The facility will be closed on the following days:

- Easter
- Thanksgiving
- Christmas Eve closed at 12 p.m.
- Christmas
- New Year's Eve closed at 12:00 p.m.
- New Year's Day

#### **Inclement Weather**

We will make every attempt to remain open during times of inclement weather; however, the facilities will be closed if the conditions are determined to be a threat to the residents and staff. The YMCA generally follows the delay and closure schedule of Falcon School District 49 (D49).

If D49 has a 2-hour delay, the Ranch House will open 2-hours later than the Regular Hours, typically by 11:00 a.m. All Group Ex and Toddler Time events will be cancelled. Group Ex classes will resume after 11:00am. We will have weather closing updates on the BLR Facebook page.

## **Maintenance and Closures**

In an effort to achieve the highest standards of parks and amenities cleanliness and safety, there will be times when certain areas of the facility will be shut down for improvements, cleaning, and preventative maintenance. Resident understanding and patience is appreciated as efforts are made to improve and maintain the cleanliness, safety, and aesthetics of the facility. Whenever possible, maintenance days will be planned in advance and residents will be given proper notification.

Parks and amenities may be closed at the discretion of the District Manager or Board of Directors' designee. Closures will occur as necessary for maintenance, or rest and renovation following events which cause damage and reduce safety. Scheduled users will be notified in advance whenever possible. Users will also be notified on the District website and posted signage signifying the field as "closed."

The District may employ measures such as temporary fencing to isolate playing surfaces until safe use conditions are restored. In an effort to lengthen the playability and use of turf areas, the District requests that users refrain from, or limit, the use of heavy traffic wear areas during use, regardless of weather, to assist in providing the best turf conditions possible. This includes any portion of the parks and amenities showing wear due to traffic. Continued or un-repairable damage by permitted users will result in the discontinuation of use and may incur costs to remedy associated damages. Users will be notified directly of the District's intention to change, discontinue, or temporarily suspend use.

## **2.3 Contact Information**

### **Northtree Ranch House**

YMCA of the Pikes Peak Region  
General Email: [blrcconsultants@ppymca.org](mailto:blrcconsultants@ppymca.org)  
6885 Vista Del Pico Blvd.  
Colorado Springs, CO 80927  
Ph.719-522-2432

### **Banning Lewis Ranch Metropolitan District Nos. 1-5 and Regional Nos. 1 & 2**

CliftonLarsonAllen LLP  
Josh Miller – District Manager  
111 South Tejon Street, Suite 705  
Colorado Springs, CO 80903  
Phone: 719-284-7226  
Email: [josh.miller@CLAconnect.com](mailto:josh.miller@CLAconnect.com)  
Website: <http://banninglewisranchmetrodistrict.com/>

### **Billing Inquires:**

CliftonLarsonAllen LLP, Billing Department  
8390 E Crescent Pkwy Suite 300,  
Greenwood Village, CO 80111  
Phone: 303-265-7949

### **Covenant Control & Enforcement/Design Review Committee**

MSI  
Elaine Anderson – Community Manager

8610 Explorer Drive Suite 130  
Colorado Springs, CO 80920  
Phone: 719-260-4548  
Fax: 719-578-5611  
Email: [EAnderson@msiho.com](mailto:EAnderson@msiho.com)  
Website: [www.msihoa.com/contact-us](http://www.msihoa.com/contact-us)

## 2.4 Facility Access and Eligibility for Use

All residents (resident owners, members of households living in our community and designated tenants) are entitled to use the community facilities and amenities.

Non-resident owners who have delegated the right to use the community amenities to their tenant must provide the Banning Lewis Ranch Metro District No. 1 with written authorization and a listing of tenants. Resident owners are responsible for providing a copy of the rules and regulations and access ID cards to the facility. Tenants are required to complete a new resident packet before using the facility.

The Banning Lewis Ranch Metro District Nos. 1-5 and Regional Nos. 1 & 2 (collectively, "Banning Lewis Ranch Metro District" or "Metro District") reserves the right to suspend a resident's/tenant's use of the amenities for failure to follow the policies and procedures, posted rules and regulations, directives of staff on duty, and for a resident's/tenant's failure to pay any amounts owed to the Banning Lewis Ranch Metro District.

### **Metro District Guidelines of Disciplinary Enforcement:**

- First incident: An incident report will be submitted to the Metro District and a warning will be issued.
- Second incident: An incident report will be submitted to the Metro District and the resident/tenants right to use the facilities will be suspended for two weeks.
- Third incident: An incident report will be submitted to the Metro District and the resident/tenants right to use the facilities will be suspended for a minimum of one year.

## 2.5 Disclaimer

***Residents and guests using the facilities do so at their own risk.*** The safety of our residents and guests of our community is a primary concern. All persons using the facilities do so at their own risk and agree to abide by the rules for use of the facility. The Banning Lewis Ranch Metro District, and the YMCA of the Pikes Peak Regions, and their respective agents and employees, assume no responsibility and shall not be liable for any accidents, personal injury, or damage to, or loss of property arising from the use of the facilities or from the acts, omissions or negligence of other persons using the facilities. Residents are responsible for their actions and those of their guests.

## 2.6 Comments and Suggestions

Our staff is always striving to improve service to the community. Resident suggestions and ideas are essential to our continued success. Residents can voice their concerns and suggestions by speaking to our staff or emailing [blrcconsultants@ppymca.org](mailto:blrcconsultants@ppymca.org).

## 2.7 Policy Enforcement

Please be aware that staff must protect the rights and privileges of rule-abiding residents, and that inappropriate behavior will not be accepted. All users are responsible for compliance with the rules and regulations established for the safe operations of all the facilities. Anyone continuing to violate Ranch House rules will be refused access to the Ranch House and its amenities in accordance with Metro District guidelines. The staff reserves the right to ask residents to leave the facilities.

## 2.8 Access Cards & USPS Keys

Complimentary use of certain amenity areas is restricted to residents and their guests. To gain access to certain amenity areas, you must use your access card. This access card allows you convenient access to these facilities. Under no circumstance should a resident provide their access card to a non-resident to allow them to utilize the amenities.

New residents can stop by the Ranch House and show a copy of their closing documents for their access cards and USPS keys for their mailbox. Each household will be issued two (2) access cards at no charge for the initial cards. Replacement cards carry a fee of \$25.00.

## 2.9 Guest Policies

Residents are able to bring up to 4 guests with them to the Ranch House at no cost. Guests must be accompanied by a Resident 16 years of age or older. Additional guests carry a fee of \$5.00 payable to the Banning Lewis Ranch Metro District. Residents are able to bring 1 guest per person to the gym. There is a max of 8 guests per household, per day.

# 3 PROGRAMS, ACTIVITIES, AND SERVICES

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## 3.1 Program Descriptions

The YMCA offers residents a wide variety of programs and activities designed to meet the needs of community members of all ages, interests and skill levels, based upon interest level. Some of these programs will be offered at additional cost.

Each year, the staff will evaluate and seek to improve upon existing programs, as well as continually add new activities in each category based upon interest level. The format of each program or activity will be structured to most effectively provide participants with a positive recreational experience.

YMCA provides residents a diverse selection of programs, activities, and events each month. Below is a sample of the types of programs that may be offered to our residents based upon interest levels and at additional costs.

CATEGORY	PROGRAMS BASED UPON RESIDENT INTEREST LEVEL
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<b>Fitness</b>	<ul style="list-style-type: none"> <li>• Group Exercise</li> <li>• Yoga</li> <li>• Pilates</li> </ul>
<b>Aquatics</b>	<ul style="list-style-type: none"> <li>• Water Exercise</li> <li>• Swim Lessons</li> <li>• Private Lessons</li> </ul>
<b>Sports</b>	<ul style="list-style-type: none"> <li>• Soccer</li> <li>• Basketball</li> <li>• Flag Football</li> <li>• Mini Camps</li> <li>• Sports Camps</li> <li>• Clubs and Teams</li> </ul>
<b>Social Programs</b>	<ul style="list-style-type: none"> <li>• Holiday Parties</li> <li>• Special Events</li> <li>• Clubs</li> <li>• Interest Groups</li> <li>• Resident Socials</li> <li>• Wine &amp; Cheese Parties Potlucks</li> <li>• Family Programs</li> </ul>
<b>Youth Programs</b>	<ul style="list-style-type: none"> <li>• Arts and Crafts</li> <li>• Parent's Night Out</li> <li>• Dances</li> <li>• Teen Night</li> <li>• Movie Night</li> <li>• Special Events</li> <li>• Field Trips</li> <li>• Ice Cream Socials</li> <li>• Story Time</li> </ul>

### 3.2 Program Calendar

Residents can easily find information on new programs and events by picking up the monthly calendar from the Ranch House, on the community bulletin board located in the Ranch House, or through the neighborhood email blast.

### 3.3 Program Registrations

Programs will be open to residents and their guests only. Residents may register guests for programs; however, in order to provide residents with priority registration, guests will be assessed a non-resident surcharge and will only be able to register for programs if space permits.

Registration dates and deadlines will be advertised each month in the program calendar. Registration will typically end one week prior to the start of the class unless otherwise noted.

Residents can complete and submit a program registration form with payment (if applicable) during all office hours. Residents can also put a credit card on file at the Ranch House. Once a Resident has a credit card on file, Ranch House staff will be able to take program registration payments over the phone.

### 3.4 Program Fees and Payment Types

A variety of complimentary and fee based programs will be offered to residents. Fees for programs are occasionally required to offset the cost of instruction, supplies, equipment, and administrative expenses. Full payment must be made at the time of registration.

Residents may pay for programs with cash, credit cards, or by making checks payable to YMCA – Pikes Peak Region.

### **3.5 Program Changes and Cancellations**

The staff will notify residents if there is a need to change or cancel a program. If a program is cancelled, residents will be issued a refund or credit. Once payment is received the residents spot will be reserved and no refund or credit will be issued unless the event is cancelled.

### **3.6 RSVPs and Registration Deadlines**

Most programs will require advanced registration or an RSVP to allow the staff to plan effectively. To avoid the unnecessary cancellation of a program, please register by the posted deadline. Prices for some programs go up after posted deadline.

Late registrations may be accepted on a case-by-case basis. Due to the nature of some programs and the availability of space, late registration may not always be feasible.

### **3.7 Waiting Lists**

Some programs will have maximum registration limitations. In the event a program is full, a waiting list will be created. If there are cancellations in the program, the residents on the waiting list will be contacted. This waiting list will also be utilized to determine if an additional program can be offered.

### **3.8 Program Refunds and Credits**

Once payment is received the resident's spot will be reserved and no refund or credit will be issued unless the event is cancelled. Refunds and credits after the program registration deadline or after a program begins may not be approved.

### **3.9 Resident Clubs and Interest Groups**

Our facilities will host many interest group and activity club meetings and social events. Clubs and interest groups will be resident managed and self-supporting. The Ranch House staff will help to facilitate meetings and assist in the development of activities developed by the clubs. Any resident wishing to develop an interest group or club should contact the staff to receive additional information or simply use the attached [Resident Club or Interest Group Application](#).

Meeting and event dates will be subject to facility availability. All clubs must be open to any resident of the community. Clubs and interest groups are for residents only, guests may be permitted to attend club functions on a limited basis with permission from the club members. Clubs may not have a fee based program or collect any type of payment from Residents.

### **3.10 Program Suggestions and Ideas**

The Ranch House staff is constantly striving to improve programs and services offered to the community. Residents are encouraged to submit ideas and suggestions for upcoming programs by emailing [blrconsultants@ppymca.org](mailto:blrconsultants@ppymca.org).

## **4 FACILITY FEATURES AND USAGE GUIDELINES**

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### **4.1 Community Amenities Overview**

Our community plans to offer residents a wide variety of amenities and services including:

#### **Community**

- Tree-lined streets
- Open-rail fences
- Community, neighborhood & pocket parks
- Natural open spaces
- Internal pasillo trails that get you from here to there
- Water-wise native landscaping
- Sports fields
- Tennis courts
- Pickleball courts
- Adventure play areas
- Picnic areas
- Banning Lewis Ranch Academy, a public K-8 charter school

#### **Ranch House**

- Exercise room with the latest cardio and strength training machines
- Catering kitchen
- Interior fireplace and cozy sitting area
- Exterior fireplace with covered loungeveranda
- Outdoor fire pit
- Jr-Olympic pool
- Kids splash play area
- Event lawn
- Full time activities director and programming staff

### **4.2 General Facility Usage Guidelines**

The following usage guidelines have been established to maintain the facility and ensure the safety and enjoyment of all residents. Specific rules for each area are posted in each area and outlined under their own section in this Welcome Packet.

#### **General Facility Rules**

1. Guests must be accompanied by a resident over 16 years of age.
2. Residents under the age of 16 must be accompanied by an adult (16 or older) when using the amenities. Additional age requirements may apply as listed in the usage guidelines for specific areas.
3. Residents are encouraged to speak to their physician before engaging in physical exercise. All residents utilize the amenities at their own risk. Assumption of risk and waiver of liability forms must be signed and on file before utilizing the amenity areas.

4. Residents must have at all times in their possession their access, membership card for identification to swipe in and utilize certain amenities.
5. With the exception of the pool and wet areas where bathing suits are permitted, residents must be properly attired with shirts and shoes to utilize the amenities.
6. Bathing suits and wet feet are not allowed indoors with the exception of the cabana restroom areas.
7. Food and drink will be limited to designated areas only.
8. Consumption of alcohol is prohibited unless it is during an authorized event or private rental function with any required permits or liquor license being the responsibility of the owner conducting the event or private function. Residents under 21 years of age may not consume alcohol on property at any time.
9. Excessive noise that will disturb other residents and guests is not permitted.
10. There is no smoking, including vape smoking and/or e-cigarettes allowed in the backyard on property. Smoking is allowed in designated outdoor areas only, and all waste must be disposed of in the appropriate receptacles. Smoking in the Ranch House or pool area is not permitted under any circumstance.
11. Use of profane or inappropriate language is not permitted.
12. Anyone that appears to be under the influence of drugs or alcohol will be asked to leave the facility.
13. Residents are responsible for cleaning up after themselves and helping to keep the amenity areas clean at all times.
14. Residents are encouraged to let the staff know if an area of the facility or a piece of equipment is in need of cleaning or maintenance.
15. All equipment and supplies provided for use of the amenities must be returned in good condition after use.
16. With the exception of service animals, pets are only permitted in designated areas, and they are not permitted indoors unless it is an authorized event.
17. Bicycles, skateboards, rollerblades and other vehicle usage (e.g., scooters) is limited to designated outdoor areas only.
18. All programs and services including personal training, group exercise, tennis lessons, and instructional programs must be conducted by an approved and certified employee or representative of the YMCA of the Pikes Peak Region.
19. To prevent disturbance to others, use of cellular telephones is limited while in the facility. Residents and guests are asked to keep their ringers turned off or on vibrate while in the facility. If using the gym please respect Residents by taking your calls outside of the exercise area.
20. The facility and staff are not responsible for lost or stolen items. Residents are encouraged to keep track of their valuables. Staff members are not permitted to hold valuables or bags for patrons.
21. All found items should be turned in to the staff for storage in the lost and found. Items will be stored in the lost and found for up to one month.
22. Residents are encouraged to assist the staff in the enforcement of these usage guidelines. Residents may notify the staff on duty if an individual is violating usage guidelines.
23. Rules are subject to change as deemed necessary by Banning Lewis Ranch Metro District No. 1.

### **4.3 Fitness Center**

Our community offers a beautiful fitness room complete with state-of-the-art cardiovascular and strength training equipment.

#### **Usage Guidelines**

1. All residents are encouraged to consult their physician before beginning an exercise program.



2. All residents must check in or scan their keycard/membership card at the Front Desk. After hours residents must use their 24-hour access card to gain entry into the facility.
3. Staff members may offer residents basic guidance on the proper and safe utilization of the equipment. Group fitness orientations may also be available as part of the scheduled program calendar.
4. Residents under 12 may not use the fitness room. This includes infants, strollers and carriers.
5. Residents ages 16 and older may utilize the fitness center independently, but they must have a membership card and a signed waiver on file.
6. Appropriate attire including shorts, shirts, and closed toed athletic footwear must be worn at all times in the fitness room.
7. All equipment must be wiped down after use with the wipes and/or spray provided.
8. If a resident/guest is waiting, cardiovascular equipment utilization is limited to 45 minutes.
9. If a resident/guest is waiting for the weight equipment, individuals should allow others to “work in” between sets.
10. Food is not permitted in the fitness room.
11. Sport drinks or other beverages must be contained in non-breakable spill-proof containers.
12. Personal music devices are permitted if used with headphones and played at a volume that does not disturb others.
13. All concerns, equipment malfunctions, and maintenance needs should be reported to the staff.
14. The community may offer a personal training program for residents seeking more individualized attention and guidance. Information on trainers, packages, and fees will be available at the Ranch House.
15. All instructors must be approved, certified and be employed directly or as a representative by the management company.
16. All other general facility rules apply.

#### **4.4 Pool and Splash Play Area Rules**

We are pleased to provide our residents with a fantastic aquatic amenity area available seasonally.

##### **General Usage Rules**

1. Children 5 years of age or younger must be accompanied in the water, within arm’s distance at all times by a parent/guardian 16 year of age or older.
2. Children 10 years of age or younger must be accompanied by an adult/guardian 16 years of age or older. Parent/guardian must be on the pool deck or in the pool.
3. Children 12 years of age or younger must take a swim test before using the pool.
4. Shower before entering the pool.
5. Coastguard approved flotation devices only. (No inflatable devices such as water wings, rafts, etc.) Non-swimmers must stay in designated shallow areas. Children with lifejackets or foam swim suits must have a parent/guardian within arm’s reach regardless of age.
6. No running on the pool deck or pool area.
7. Fins and snorkels may only be used by lap swimmers. A mask or goggles may be used during open swim times.
8. Horseplay, unnecessary roughness, foul language, public displays of affection, and inappropriate behavior are prohibited.
9. Standing, sitting, or hanging on shoulders, throwing one another, and slapping the water with noodles is prohibited.
10. Gum and glass containers must be left outside the pool area.
11. Sitting and hanging on the lane lines and safety ropes is prohibited. Swimmers must swim under, not over them.

12. Equipment including kickboards, pull buoys, and paddles are only to be used during lap swim or swim lessons.
13. Alcohol and containers are not allowed anywhere in the pool areas.
14. Smoking and vaping is prohibited in the pool area.
15. Flips, dives, back dives, cartwheels, or jumping backwards off the side of the pool are prohibited.
16. Use ladders and steps properly. No playing or loitering on the stairs. Only one swimmer at a time on the ladder.
17. Swim diapers must be worn by all children who are not yet potty trained. Diaper changing is prohibited on the pool deck.
18. No swimming in the water slide discharge area.
19. Admission to the pool will be refused to people with infectious diseases, rashes, fevers, foot infections, open wounds, etc.
20. Prolonged underwater swimming and breath holding is prohibited.
21. Only YMCA staff may teach lessons. Pool may not be used for non-YMCA sanctioned lessons.
22. The YMCA staff will close the pool when severe weather or pool maintenance requires it. The pools, deck, and showers will close when lightning is within a 10-mile radius. Blood borne pathogen contamination or fecal contamination will necessitate pool closing as well.
23. Lifeguards have final discretion and the authority to enforce any rules printed or verbal. The lifeguard reserves the right to remove any person from the pool area if they act in an unsafe manner or are creating an unsafe/dangerous situation for themselves or others.

## Swim Band/Test Requirements & Age Policies

### SWIM BAND REQUIREMENTS

The YMCA of the Pikes Peak Region is committed to providing safe, fun aquatic environments to our communities. We are making adjustments to our operating procedures so that we may align with and stay ahead of current aquatic industry standards.

RED	YELLOW	BLUE	GREEN
<p><b>SWIM BAND REQUIREMENTS</b></p> <p>Non-swimmers and Youth members not 48 inches tall</p>	<p>Non-swimmers and Youth members not 48 inches tall</p>	<p>Can adequately perform the following skills:</p> <ul style="list-style-type: none"> <li>Swim ½ length of the pool unassisted and without stopping</li> <li>Must maintain a horizontal position and make forward progression during swim</li> <li>Perform front &amp; back float. Pull self to an upright position and exit the pool</li> </ul>	<p>Can adequately perform the following skills:</p> <ul style="list-style-type: none"> <li>Jump into pool and tread water for one minute. Swim one length of the pool unassisted and without stopping</li> <li>Must maintain a horizontal position and make forward progression during swim</li> <li>Perform front &amp; back float. Pull self to an upright position and exit the pool</li> </ul>
<p><b>PARENT RESPONSIBILITY</b></p> <p><b>6 months-6 years</b> Parent/caregiver must be within arms reach of the child Parent/caregiver may not have more than 2 red band children in their care, 1 child must wear a lifejacket</p> <p><b>7 - 10 years</b> Parent/caregiver must be in the pool actively supervising</p> <p><b>11-12 years</b> Parent/caregiver must be in the pool actively supervising</p>	<p><b>7 - 10 years</b> Parent/caregiver must be in pool area</p> <p><b>11-12 years</b> Parent/caregiver must be in the facility</p>	<p><b>7 - 10 years</b> Parent/caregiver must be in the facility</p> <p><b>11-12 years</b> Youth Member may be in facility unaccompanied</p>	<p><b>7 - 10 years</b> Parent/caregiver must be in the facility</p> <p><b>11-12 years</b> Youth Member may be in facility unaccompanied Green band test will not be given at Tri Lakes, Memorial Park or Cottonwood Creek due to pool depth; green bands earned at another YMCA are welcome at these facilities</p>
<p><b>DESIGNATED SWIM AREAS</b></p> <p>Youth Member may swim in water that does not surpass chest May swim in water greater than 3 ½ ft with parent/caregiver within arm's reach at all times</p>	<p>Youth Member may swim in water up to 3½ ft May swim in water greater than 3½ ft with parent/caregiver within arm's reach at all times</p>	<p>Youth Member may swim in water up to 4½ ft May use slides that drop into 4½ ft of water or less, must meet height requirement to use slides</p>	<p>Youth Member may swim in any depth of water May use slides, must meet height requirement to use slides</p>

### Lap Swim Etiquette – Village 1 Ranch House

1. Be prepared to share lanes.
2. Try to swim with people who have the same ability. Please respect other people's efforts.
3. Be cautious and courteous. Do not start directly in front of or behind someone approaching the wall for a turn. Give them room and drop behind.
4. Let others know you are entering the lane. If necessary, get a swimmer's attention by waving a kickboard underwater. Those already in the lane always have the right of way.
5. With two or more swimmers in a lane, swim a circle pattern (keep to the right).
6. To pass another swimmer: Touch the person on the foot once only during the lap. If you are touched on the foot, move quickly off to the side of the lane when you reach the wall and allow

the person to pass.

7. If you are resting or waiting at the end of the lane, move out of the way to allow other swimmers full use of the wall when turning. Do not occupy the lane for socializing; exit after your workout.
8. While lifeguards are not responsible for enforcing lap swim etiquette, they may be of assistance explaining and clarifying the rules.
9. Daily swim tests will take place during Safety Break at 10 minutes to each hour in an end lane of the lap pool.

#### **Slide Rules – Vista Ridge Water Park**

1. Must be 48” tall.
2. A line will form on pool deck, not on stairway. All swimmers must wait at the bottom of the slide until the lifeguard allows them to go up the stairway. Only one rider at a time.
3. No tubes, mats, lifejackets, goggles, or masks permitted in flume.
4. Enter slide in sitting position. Slide must be ridden feet first either sitting or lying down on back.
5. No running, standing, kneeling, rotating, tumbling, or stopping in flume.
6. Exit splash down pool area immediately.

#### **Water Splash Play Rules**

1. Children under the age of 5 must be accompanied by a person at least 16 years of age when using the water splash playarea.
2. The water splash play area may be slippery and caution must be used when playing in this area.
3. All other general facility rules apply.

### **4.5 District Facilities**

The facility contains common social areas that will be programmed at specific times of the day and will also be open for resident use for a rental fee. The multi-purpose room will be available for rentals and scheduled programs only.

#### **Usage Guidelines**

1. All areas (excluding areas initially being utilized by Welcome Center functions) are open for resident utilization for a fee unless a structured program, event, or private rental is taking place.
2. A schedule of activities will be posted at the Ranch House updated by the staff.
3. No one under the age of 16 is allowed in these areas alone unless accompanied by an adult (16 years and older). Residents are not permitted to “drop off” their children/grandchildren without specific supervision from an adult.
4. Only specified areas are available for private rentals (see Rentals Section).
5. No alcoholic beverages are allowed except during approved clubs, groups, and private functions.
6. Residents are responsible for cleaning up after themselves.
7. All other general facility rules apply.

### **4.6 Tennis and Pickleball Courts**

Our community offers the seasonal use of 2 tennis courts and 8 pickleball courts for informal use, lessons, and league play.

#### **Usage Guidelines**

1. Tennis courts are available for use by residents and their guests only on a first come, first served basis.
2. Courts may only be reserved for a community approved program or event.
3. A schedule of activities will be posted in each area and updated by the staff.
4. When other players are waiting, court use should be limited to 1 hour.
5. No one under the age of 16 is allowed in the area alone unless accompanied by an adult (16 years and older). Residents are not permitted to “drop off” their children/grandchildren without specific supervision from an adult.
6. Bikes, rollerblades, skateboards and equipment with wheels are not permitted.
7. All players shall be dressed in appropriate attire. Hard and/or black soled shoes are restricted from the courts.
8. The rules established by the United States Tennis Association (U.S.T.A.) will be followed and adhered to by all players at all times on the tennis courts.
9. Smoking in the court areas is not permitted.
10. Food and gum are not permitted on the courts. Water and sports drinks must be in a non-breakable spill-proof container.
11. Profanity, fighting, or disruptive behavior will not be tolerated.
12. No furniture, other than benches already provided will be allowed on the playing surfaces.
13. All instructors must be approved, certified, and employed by the management company.
14. All other general facility rules apply.

#### **4.7 Sports Fields**

Our community offers several sports fields for resident utilization. These fields are maintained for use by all residents.

##### **Usage Guidelines**

1. Fields are available for use by residents and their guests on a first come, first served basis.
2. Fields may only be reserved for a community approved program or event.
3. A schedule of activities will be posted in each area and updated by the staff.
4. Bikes, rollerblades, skateboards, and equipment with wheels that may damage the fields are prohibited.
5. Chalking or marking the fields must be approved in advance and proper marking materials must be utilized.
6. Pets must be kept on a leash and residents must pick up and dispose of pet waste in appropriate receptacles.
7. Profanity, fighting or disruptive behavior will not be tolerated.
8. Smoking is not permitted on the fields.
9. Residents are responsible for bringing their own equipment. The staff may have some equipment available for sign out on a first come, first served basis.
10. Organized sports teams utilizing field for practice are required to fill out an [Application for Revocable Park Use Permit for Sports Team Practices](#) and acquire a [Revocable Park Use Permit](#).
11. All other general facility rules apply.

#### **4.8 Event Lawn, Patio, Picnic Areas, and Outdoor Areas**

The event lawn, patio, and other Ranch House outdoor areas have been beautifully designed and maintained for resident enjoyment and utilization.

##### **Usage Guidelines**

1. The event lawn and patio areas are available for use by residents and their guests only on a first come, first served basis. Private rentals may be reserved through the staff following the rental policies (see Rental Section).
2. The event lawn and patio areas may only be reserved for a community approved program or event.
3. A schedule of activities will be posted in each area and updated by the staff.
4. The patio grill(s) may be utilized by residents on a first come, first served basis.
5. Residents are responsible for cleaning the patio grill after use.
6. The use of the fire pit must have adult supervision.
7. No one under the age of 16 is allowed in the area alone unless accompanied by an adult (16 years and older). Residents are not permitted to "drop off" their children/grandchildren without specific supervision from an adult.
8. Bikes, rollerblades, skateboards, and equipment with wheels are prohibited.
9. Chalking or marking the outdoor areas must be approved in advance and proper marking materials must be utilized.
10. Pets are not allowed in the outside Ranch House areas.
11. Profanity, fighting, or disruptive behavior will not be tolerated.
12. Smoking is not permitted on the field.
13. Residents are responsible for bringing their own equipment. The staff may have some equipment available for sign out on a first come, first served basis.
14. Picnic areas are available on a first come, first served basis. Private rentals may be reserved through the staff following the rental policies (see Rental Section).
15. Amplified sound systems and DJs are prohibited unless it is an approved program, event, or private rental.
16. Residents must clean up after themselves and dispose of trash in the appropriate receptacles.
17. Removal of tables and grills from the picnic area is prohibited.
18. All other general facility rules apply.

#### **4.9 Trails and Pasillos**

Our community will offer a system of internal connected trails ("pasillos") for residents to enjoy.

##### **Usage Guidelines**

1. Trails are open to all forms of non-motorized transportation unless otherwise posted.
2. Trails may be used at any time, but please take care before dawn and after dusk as the trails are not lighted.
3. Pedestrians have the right-of-way on trails unless otherwise posted.
4. Bicycles, in-line skaters and other "wheeled" travelers must yield to pedestrians.
5. All events, races, and competitions must be approved programs.
6. Proper control must be maintained at all times. Speed should be restricted to safe levels appropriate for existing trail conditions.
7. Faster users should pass on left and announce their intention before passing.
8. Trail users must stay on existing designated trails.
9. Do not disturb vegetation or wildlife.
10. The staff should be notified if any trail requires maintenance or any unusual behavior is witnessed on the trails.

#### **4.10 Drainage Ways and Detention Ponds**

The drainage ways and detention ponds throughout the community are naturally designed and

maintained. These wet areas are not designed for fishing, swimming, or recreational use unless otherwise designated.

#### 4.11 Playgrounds and Tot Lots

Our community provides several tot lots and playground areas for residents to enjoy with their children.

##### Usage Guidelines

1. Residents may utilize the playgrounds and tot lots at their own risk.
2. Residents are responsible for the behavior of their children.
3. Adult supervision (16 years and older) is recommended for children under 16. Children must remain in the sight of parents/guardians.
4. Proper footwear is recommended and no loose clothing, especially with strings, should be worn.
5. The mulch material is necessary for reducing fall impact and for good drainage. It is not to be picked up, thrown, or kicked for any reason.
6. The following are not allowed around the playground equipment: food, drinks, or gum; pets of any kind; sticks, wooden or metal bats; ropes; roller skates, roller blades, or skateboards; hard balls such as baseballs, golf balls, etc.
7. Playground equipment is for all children. They should take turns and share the equipment.
8. All children are expected to play cooperatively with other children.
9. No jumping off high from any climbing bar or platform.
10. If anything is wrong with the equipment or someone gets hurt, notify any adult and/or the staff immediately.

## 5 FACILITY RENTALS

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### 5.1 Facility Rental Areas and Fees

For the convenience and enjoyment of our residents, our community offers several facilities and outdoor areas available for private rentals. Up to 18 5-foot rectangular tables and 45 chairs are available at no cost at the Ranch House. Rental of the Ranch House facilities requires a resident sponsor. Vista Park Facilities are available to the general public for rent and do not require a resident sponsor. Rentals are only available during staffed hours.

#### Indoor Ranch House

Area and Location	Description	Fees
Common Room	Maximum occupancy 75	\$50 per hr.
Multi-purpose room	Maximum occupancy 35	\$35 per hr.
Conference room	Maximum occupancy 15	\$25 per hr.
Kitchen	Can be rented in addition to other areas	\$25 per hr.
All Indoor Areas		\$150 per hr.

#### Outdoor Ranch House

Area and Location	Description	Fees
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Northtree Park	Maximum occupancy 75	\$35 per hr.
Northtree Park, Veranda & Kitchen	Maximum occupancy 100	\$75 per hr.
Tennis Courts		\$50 per hr.
Ranch House Swimming Pool*		\$100 per hr.

### Outdoor Vista Park

Vista Water Park*		\$125 per hr.
Pickleball Courts		\$10 per hr./per court  OR \$50 per hr. for all courts

\* Pool rentals also require an additional fee of \$50/hr for two (2) lifeguards up to 50 people and an additional \$25/hr per additional 25 people. Pool rentals must be made at least two (2) weeks in advance in order to accommodate scheduling.

## 5.2 Facility Rental Procedure

Individuals interested in renting an indoor or outdoor space must fill out a [Facility Rental Agreement](#) and agree to the cleaning checklist. The Facility Rental Agreement contains specific facility policies and procedures. A \$200 deposit and a money order or cashier's check for the cost of the facility rental will be required to reserve any indoor or outdoor space. Guests may only use the pool if the outdoor space is rented.

# 6 EMERGENCY PROCEDURES AND EQUIPMENT

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## 6.1 Emergency Procedures

In the event of an emergency, the facility is equipped with a first aid kit. All aquatics staff members are first aid and CPR certified and when on duty will respond to emergencies, accidents and injuries.

If an accident or injury occurs, an adult or member of the Ranch House staff should be notified immediately. In the event of an after hours emergency, call 911. The use of the facilities is at your own risk and Banning Lewis Ranch Management Company or Banning Lewis Ranch Metro District assumes no liability and shall not be liable for accidents or injuries.

## 6.2 Emergency Equipment

The following equipment is available in specified areas throughout the community.



## **AED**

*Location:* The AED is located in the Ranch House and Vista Park and can be accessed by any staff member.

### *Procedure for Use*

1. Follow CPR steps with the victim.
2. Send someone to call 911.
3. If the victim is not breathing and you do not hear a heartbeat, open the AED.
4. Follow instructions provided by the AED.

## **First Aid Kit**

*Location:* The first aid kit is located in the staff offices and can be accessed by any staff member.

### *Procedure for Use*

1. Notify a staff member that first aid is required.

# **7 FORMS**

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## **7.1 New Resident Information Form**

The New Resident Information Forms are kept on file for all residents. This allows the staff to maintain current information on all residents eligible to utilize the amenities. The same forms are to be used by tenants.

## **7.2 Program/Activity Registration Form**

Program registration forms are utilized to register for activities and events. This form provides instructors and staff with all necessary information.

## **7.3 Facility Rental Agreement and Event Application**

The Facility Rental Agreement Form is utilized for private rental of specified indoor and outdoor amenities available for private functions.

## **7.4 Resident Club or Interest Group Application and Guidelines**

Applications may be filed by residents wishing to form a resident interest group or club. These applications provide information necessary to form an interest group or club and provide the group/club with associated privileges.

## **7.5 Revocable Park Use Permit for Sports Team Practices**

The Revocable Park Use Permit for Sports Team Practices Application is utilized to allow limited practices for sports teams via Park use Permits. The application includes a Waiver and Release from Liability and Agreement to Indemnify.

**NEW RESIDENT INFORMATION FORM**

Address: _____ City: _____ State: ____ Zip code: _____ Email: _____	Primary Phone: _____ Secondary Phone: _____ Authorization for Photos: <input type="checkbox"/> YES <input type="checkbox"/> NO
Residents of Address Only	
Last Name: _____ First Name: _____ MI: ____ Birthdate: _____ Medical Conditions: _____	Emergency Contact Name: _____ Phone: _____ Relation: _____
Last Name: _____ First Name: _____ MI: ____ Birthdate: _____ Medical Conditions: _____	Emergency Contact Name: _____ Phone: _____ Relation: _____
Last Name: _____ First Name: _____ MI: ____ Birthdate: _____ Medical Conditions: _____	Emergency Contact Name: _____ Phone: _____ Relation: _____
Last Name: _____ First Name: _____ MI: ____ Birthdate: _____ Medical Conditions: _____	Emergency Contact Name: _____ Phone: _____ Relation: _____
Last Name: _____ First Name: _____ MI: ____ Birthdate: _____ Medical Conditions: _____	Emergency Contact Name: _____ Phone: _____ Relation: _____
Last Name: _____ First Name: _____ MI: ____ Birthdate: _____ Medical Conditions: _____	Emergency Contact Name: _____ Phone: _____ Relation: _____
Last Name: _____ First Name: _____ MI: ____ Birthdate: _____ Medical Conditions: _____	Emergency Contact Name: _____ Phone: _____ Relation: _____

## **Conditions of Membership**

I acknowledge that participation in aerobics and other exercise, weight training, sports, use of pools, spas, saunas, steam rooms, and any fitness equipment carry a potential risk of injury and/or illness. I further acknowledge the Banning Lewis Ranch Metropolitan Districts and the YMCA of the Pikes Peak Region assumes no responsibility for any such injury or illness. I also understand that neither the Banning Lewis Ranch Metropolitan District, nor the YMCA of the Pikes Peak Region provides accident or health insurance for its members or participants and it is my responsibility to provide such coverage for myself and family. I hereby release the Banning Lewis Ranch Metropolitan District and the YMCA of the Pikes Peak Region, its agents, servants, and employees from any and all claims for injury, illness, death, loss, or damage which may result from participation in any such activity or program. I acknowledge the Banning Lewis Ranch Metropolitan District and the YMCA of the Pikes Peak Region are not responsible for personal property lost, damaged or stolen while using the facilities or participating in programs on the Banning Lewis Ranch Metropolitan District Property including, but not limited to, offsite locations, District buildings or facilities, parking lots, or garages.

I, for myself, my spouse, my minor children, and my heirs, legal representatives, executors and assigns, hereby waive, release, and covenant not to sue the District and its officers, directors, employees, agents, representatives, consultants, lessees, subcontractors, successors and assigns (collectively, the "Releasees") from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of any physical or property damage, loss, or injury while upon the premises of the District or while participating in or attending any sport, recreational, or other program or activity sponsored or sanctioned, or in any way connected with the District facilities and/or programs, whether such loss, damage, or injury results from the negligence of or any other tort committed by the Releasees or from some other cause. I understand and recognize that there are specific risks of physical or property damages, losses, injury or even death that may result from my participation or attendance at the Programs. I voluntarily assume the risks associated with such participation or attendance.

I hereby give permission for the Banning Lewis Ranch Metropolitan District and the YMCA of the Pikes Peak Region to use, without limitation, obligation, or compensation, film footage, tape recordings, and/or photographs which may include the member's image or voice for purposes of promoting or interpreting the YMCA of the Pikes Peak Region's programs. I acknowledge the cause of the YMCA of the Pikes Peak Region is to strengthen the foundation of the community. I also acknowledge no statement contained in the Northtree Rules and Regulations Packet creates any guarantee of continued usage or privileges of the amenities and the Banning Lewis Ranch Metropolitan District reserves the right, without prior notice, to modify, amend or terminate the usage and privileges of the amenities because of any behavior conflicting with the rules, policies and regulations of the Banning Lewis Ranch Metropolitan District and the mission and/or values of the YMCA.

## **Member Acceptance**

I have read and understand the conditions of membership as stated above and further understand my signature represents the agreement of myself and all persons named on the opposite side form under 18. It is required that all persons over 18 read and sign this form prior to receiving membership cards and/or utilizing facilities. I am hereby aware of facility age requirements and guidelines not stated on

this form, and agree to abide by such guidelines. I understand that the conditions are effective immediately and shall survive the termination of my rights to use the District facilities and Programs

I acknowledge the receipt of key cards number: \_\_\_\_\_ & \_\_\_\_\_ and will report these cards missing and will be responsible for paying for replacement cards.

\_\_\_\_\_  
Printed Name of Member                      Printed Name of Parent or Legal Guardian if under 18

\_\_\_\_\_  
Signature of Member                      Signature of Parent or Legal Guardian if under 18                      Date

<b>FOR OFFICE USE ONLY:</b>	
Date Received: _____	
Emma: _____	Winpak: _____ Daxko: _____ RLog: _____
Mailbox Keys Issued: _____	
Deed _____	Lease _____ Exp. _____
Water Bill: <input type="checkbox"/> YES <input type="checkbox"/> NO	
If no, letter or release collected? <input type="checkbox"/> YES <input type="checkbox"/> NO	
Staff Initials: _____	Date Entered: _____

**PROGRAM/ACTIVITY REGISTRATION FORM**

One Per Household - Complete form and submit to the Ranch House.

Name of Participant	Parent's Name (if under 18)	Gender	Age	Program/Activity Name	Fee
		<input type="checkbox"/> M <input type="checkbox"/> F			\$
		<input type="checkbox"/> M <input type="checkbox"/> F			\$
		<input type="checkbox"/> M <input type="checkbox"/> F			\$
		<input type="checkbox"/> M <input type="checkbox"/> F			\$

**Form of Payment:**

Check (Payable to Banning Lewis Ranch Metropolitan District No. 1)

**Special Needs**

Does anyone registered have any special needs? If so, please describe below to assist our staff in providing a positive recreational experience.

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**Waiver for Participant and/by Parent:**

In consideration of your accepting my or my child's entry, I hereby, for myself, my child, my heirs, executors, and administrators, waiver and release any and all rights and claims for damages I or my child may have against the Banning Lewis Ranch Metropolitan District Nos. 1-5 and Regional Nos. 1 & 2 (together District), its representatives, successors and assigns for any and all injuries suffered by myself or my child on any activity sponsored by these groups. I warrant that I have the right to authorize the foregoing uses and do hereby agree to hold the District harmless of and from any and all liability of whatever nature which may arise out of or result from such uses. For the consideration stated above, I further agree that in the event that my child repudiates or attempts to repudiate such release, I will personally indemnify and save harmless the District, its successors and assigns, for any and all loss and damage occasioned hereby.

**PROGRAM/ACTIVITY REGISTRATION FORM**

**Signature Required:** \_\_\_\_\_ **Date:** \_\_\_\_\_

*(Participant or Parent/Guardian)*

**Phone:** \_\_\_\_\_

**MAIN HOUSEHOLD CONTACT**

**Name:** \_\_\_\_\_

**Street Address:** \_\_\_\_\_

**E-mail (optional):** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Emergency Phone:** \_\_\_\_\_

**Office Use Only**

**Staff Initials:** \_\_\_\_\_

**Date Received:** \_\_\_\_\_

**Registration Completed by:** \_\_\_\_\_

**Notes:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**FACILITY RENTAL AGREEMENT AND  
EVENT APPLICATION**

Name of Organization: \_\_\_\_\_

Address of Organization (billing): \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone Number of Organization: \_\_\_\_\_

Website of Organization: \_\_\_\_\_

Name of Event Organizer: \_\_\_\_\_

Will the Organizer be at the event? Please Circle: Yes / No

Organizer's Phone Number: \_\_\_\_\_

Organizer's Email: \_\_\_\_\_

Name of Secondary Contact: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Name of Sponsor (If Applicable): \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Name of Event: \_\_\_\_\_

Type of Event (e.g., tournament, run/walk, concert): \_\_\_\_\_

Is the event open to the  Public OR  Private (invitation only)?

Will there be an admission fee charged for the event? \_\_\_\_\_

**I.R.S Tax Exempt Number:** \_\_\_\_\_

*Please provide a copy of your IRS 501 (c) designation. If you are not tax exempt, please write n/a.*

**NOTE: All Event Organizers must provide documentation of liability insurance (\$1,000,000) for the event.**



Date(s) of Event: \_\_\_\_\_

Anticipated attendance: Daily: \_\_\_\_\_ Total: \_\_\_\_\_

For single day events, please provide:

Start Time: \_\_\_\_\_ am/pm

End Time: \_\_\_\_\_ am/pm

**For multi-day events, please provide a schedule with start time and end time for each day of the event. If your event requires set-up and tear down days in addition to the Event Dates please provide that in the schedule with a start time and end time.**

**Please mark all District facilities utilized by the event:**

**Indoor Ranch House (requires resident sponsor):**

- Ranch House Common Room
- Ranch House Multi-Purpose Room
- Ranch House Conference Room
- Ranch House Kitchen

**Outdoor Ranch House (requires resident sponsor):**

- Northtree Park (adjacent to the Ranch House, provides baseball and soccer fields)
- Northtree Park, Veranda & Kitchen
- Tennis Courts at Northtree Park (2) \_\_\_\_\_
- Ranch House Swimming Pool\*

**Outdoor Vista Park:**

- Vista Water Park\* (8833 Vista Del Pico Blvd)
- Pickleball Courts at Vista Park (8) \_\_\_\_\_

\* Pool rentals also require an additional fee of \$50/hr for two (2) lifeguards up to 50 people and an additional \$25/hr per additional 25 people. Pool rentals must be made at least two (2) weeks in advance in order to accommodate scheduling.

**Please circle Yes or No for each of the questions below and read the applicable requirements.**

**Will alcohol be served at the event?** Yes / No

*To serve alcohol you must be a designated non-profit with a City of Colorado Special Event Liquor Permit.*

**Will there be vendors at the event?** Yes / No

*A City of Colorado Springs Temporary Sales Tax License and a state of Colorado Vendor Special Event License is required for all vendors.*

**Will there be food vendors and/or catering at the event?** Yes / No

*All food vendors must have a valid El Paso County Public Health Special Event License. For more information please contact El Paso County Public Health or visit their website at [www.elpasocountyhealth.org/](http://www.elpasocountyhealth.org/)*

**Will there be tents at the event?** Yes / No

*Tent locations must be clearly marked on the event map.*

**Will there be amplified sound at the event?** Yes / No

*All events must comply with noise ordinances.*

**Will additional security be hired?** Yes / No

**Will portable restroom be brought to the site?** Yes / No

Please provide a map and/or narrative of the event below. Include additional pages if needed.

**FOR OFFICE USE**

Date Received: \_\_\_\_\_

Received by: \_\_\_\_\_

Date Reviewed/Approved or Not Approved (circle one): \_\_\_\_\_

Walk-through date: \_\_\_\_\_

Canceled date (if applicable): \_\_\_\_\_

Total Fees Due: \$ \_\_\_\_\_

In-Kind Requested?  Yes  No

Total Deposits Due: \$ \_\_\_\_\_

Amount Approved: \$ \_\_\_\_\_

Total Amount Due: \$ \_\_\_\_\_

Date Payment Received: \_\_\_\_\_

Check #: \_\_\_\_\_

The following policies have been established for Ranch House rentals:

Usage must be reserved and sponsored by a Banning Lewis Ranch home owner in good standing. The home owner must be in attendance at all times. Home owner hereby warrants there will be no charge to his/her guests for admission, food, beverages or entertainment on the premises. Only non-profit events may be held. The type of event/purpose of rental must be disclosed at time of reservation. Rentals are only available during staffed hours.

A non-refundable rental fee of \$\_\_\_\_\_ is required to reserve the Ranch House or any portion thereof. Rental fee is due upon reservation. Cancellation notice must be made one week (7 days) prior to activity date or rental fee will be forfeited. In addition, a refundable security deposit of \$200 is due at the time the reservation is made. If damage to the District property occurs or if District property is not properly cleaned after the event as provided herein, then the security deposit will be used to repair and/or clean the District property, as necessary, and if the security deposit is insufficient to cover the cost of such repair and/or cleaning, the undersigned agrees to pay for any such additional costs. If the District property is not damaged and is cleaned as provided herein, the security deposit will be refunded to the home owner. We require two separate payments; one for the rental fee and one for the security deposit. Please make each money order or cashier's check payable to: Banning Lewis Ranch Metro District #1.

#### Cleaning Check List

- All dishes should be washed, dried, and put away.
- All tables and counters need to be free of crumbs, food, and wiped down.
- Floors/Rugs need to be swept and mopped or vacuumed.
- All furniture needs to be returned to its proper location.
- All garbage needs to be brought out to the dumpster.
- All garbage cans need a clean liner.
- Folding chairs and tables need to be put away in the closet in the Multi-Purpose Room.

Any access card used for the rental must be returned to Ranch House staff. District property must be left in a presentable manner and cleaned, which includes but is not limited to depositing all trash in trash containers, returning all furniture to its original location, sweeping the rented area flooring if applicable, cleaning out refrigerator if applicable, and wiping all counter surfaces with antibacterial wipes. The home owner shall notify Ranch House staff immediately of damage to any of the District property. There is no smoking permitted on the Ranch House premises. Equipment and supplies should not be left unattended. Music must not be audible outside of the Ranch House, unless approved. The maximum number of people allowed in the Ranch House at any time is \_\_\_\_\_. The sale or consumption of alcoholic beverages at any event where children under 18 years of age are present is strictly prohibited, and the undersigned agrees to comply with all state and local laws with respect to alcohol consumption and marijuana.

The undersigned may request a walk-through inspection of the Ranch House with a Ranch House representative within 7 days prior to the event in order to report any existing damage before use. All children under 18 years of age must be accompanied by an adult for the duration of the event. No gambling or betting of any kind shall take place on District property. No alterations shall be made to District property without the prior written consent of Ranch House staff, including but not limited to moving inside tables and chairs outside, or moving outside tables and chairs inside. Non-compliance with any of the conditions herein listed will result in immediate cancelation of reservation and forfeiture of rental fee, and assessment of other expenses determined by Ranch House Management.

All federal, state and local laws shall be strictly observed by the home owner and his/her guests, and all such laws will be strictly enforced by Ranch House Management.

The undersigned acknowledges and assumes any and all risk of damage to, loss or theft of personal property, and

personal injury or death arising from, or in connection with, the rented premises or any portion of the Ranch House. The undersigned agrees that the Banning Lewis Ranch and the Banning Lewis Ranch Metropolitan District Nos. 1-5 and Regional Nos. 1 & 2 (together District) and their successors, heirs, assigns, subsidiaries, parent companies, affiliates, divisions, partners, officers, directors, employees, managers, attorneys, accountants, agents, trustees, and each of them, in all capacities, including individually, shall not be liable or responsible for the care and protection of any guest, their possessions or for any loss or damage thereto, of whatever kind or nature, and shall not be liable for injuries or death to persons or property occurring because of the use of the rented premises or any portion of the Ranch House. The undersigned agrees to discharge and release, and to save, indemnify, and hold harmless the Banning Lewis Ranch Metro District and their respective successors, heirs, assigns, subsidiaries, parent companies, affiliates, divisions, partners, officers, directors, employees, managers, attorneys, accountants, agents, trustees, from and against any and all damages, losses, liabilities, claims, causes of action, costs, and expenses, including but not limited to those related to loss or theft of personal property and reasonable attorneys' fees, asserted against any of the foregoing by the undersigned, his or her family, heirs, assigns, guests, employees, legal representatives, or invitees, arising in any way out of the use of the Ranch House by the persons who have gained access to the Ranch House as a result of the actions or omissions of the undersigned.

I have read the policies concerning the use of the Ranch House and agree to the terms and conditions stated herein.

---

Signature of Home Owner

Date

---

Printed name of Home Owner

---

Signature of Ranch House Representative

Date

---

Printed name of Ranch House Representative

## RESIDENT CLUB OR INTEREST GROUP APPLICATION

Complete form and submit to the Ranch House.

We are pleased to offer the opportunity for residents to create their own clubs and interest groups that enhance the quality of life and recreational experiences offered within our community. To ensure that all clubs and interest groups are developed and implemented successfully and to allow us to effectively promote your club, we request that this application is completed and submitted to the Northtree Ranch House for approval.

BEFORE COMPLETING THIS APPLICATION, PLEASE REVIEW OUR CLUB AND INTEREST GROUP GUIDELINES. Thank you.

Club/Interest Group Name: \_\_\_\_\_

Description: \_\_\_\_\_

Proposed Meeting Dates: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Proposed Meeting Times: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Other Proposed Events: \_\_\_\_\_

CURRENT ROSTER ATTACHED?       YES       NO

Club/Group Leader Name\*: \_\_\_\_\_

Address\*: \_\_\_\_\_

Phone\*: \_\_\_\_\_ Alt. Phone\*: \_\_\_\_\_

E-Mail Address\*: \_\_\_\_\_

*\*Please note that this information will be published within the community.*

**RESIDENT CLUB OR INTEREST GROUP APPLICATION**

*My signature below indicates that I have read and understand the Club and Interest Group Guidelines, and I agree to ensure that all members of the Club/Interest Group abide by the established rules. I understand that this application will be submitted to and reviewed by the Facilities Director for approval.*

**Signature Required:** \_\_\_\_\_ **Date:** \_\_\_\_\_

<p><b>OFFICE USE ONLY</b></p> <p><i>Submitted to Facilities Director On</i> _____</p> <p><i>Reviewed by Facilities Director On</i> _____</p> <p><i>Approved by Facilities Director On</i> _____</p> <p><i>Not Approved by Facilities Director On</i> _____</p> <p><i>Approved w/Comments by Facilities Director On</i> _____</p>
--

## RESIDENT CLUB OR INTEREST GROUP GUIDELINES

Complete form and submit to the Ranch House.

*Thank you for your interest in starting a resident club or interest group within our community. Please review these guidelines designed to help us develop a wide array of successful community clubs.*

### STEPS TO STARTING A CLUB:

1. Review these guidelines and ask us any questions that you may have.
2. Complete and submit a Resident Club or Interest Group Application.
3. Complete and submit a Resident Club or Interest Group Roster.
4. Applications are reviewed monthly by the Facilities Director for approval. Once reviewed, a meeting will be established with the Group Leader to discuss the application and/or begin the club development process.

### GUIDELINES:

#### *Club & Interest Group Purpose*

1. Resident Clubs and Interest Groups are recreational or special interest in nature and do not serve as a chartered committee recognized by Banning Lewis Ranch et al.
2. The purpose of Clubs and Interest Groups is to bring together residents with a common interest or talent in an organized manner that will enhance the leisure opportunities available within the community.

#### *Club & Interest Group Qualifications*

1. Residents wishing to start an interest group must complete a Club or Interest Group Application that must be approved by the Facilities Director prior to starting group.
2. They must be open to ALL residents.
3. They cannot put a "cap" on the number of residents permitted to join the group.
4. They should be recreational or special interest in nature and it is recommended, subject to the Facilities Director discretion, that these groups do not pertain to cultural, religious, or political interests.
5. They must adhere to the facility rules and regulations, hours of operation, and policies.
6. They must have a designated leader. See below.
7. They must provide the Facilities Director with a description of their purpose for use in community marketing materials and publications.



## **RESIDENT CLUB OR INTEREST GROUP GUIDELINES**

### *Leaders*

1. Leaders are encouraged to communicate with the Facilities Director on updates, activities, programming, and room reservations.
2. Leaders must provide a phone number and e-mail address that can be published in the newsletter and in other publications.

### *Meetings for Clubs and Interest Groups*

1. Must reserve room with the Facilities Director.
2. Rooms should be reserved at least 2 weeks in advance of meeting.
3. Groups may reserve the facility for meetings once a month for up to two (2) hours. Unused hours do not roll-over.
4. Room rental fees will be waived for regular meetings. If the Club or Interest Group fails to appear and/or cancel a reservation in accordance with the rental agreement, the fees will no longer be waived.
5. Clubs and Interest Groups will have advanced rental privileges allowing them to reserve a room up to 12 months in advance.
6. During the Holidays (December) and Graduation (Late May/Early June) the facilities receive many paid rental reservations. All groups/clubs will be notified within two weeks of their rental date if it needs to be re-scheduled.

### *Dues, Financial Management and Liability*

1. In an effort to encourage participation by all residents, it is recommended that dues and joining fees are not charged. Any proposed dues for a Club or Interest Group must be approved by the Facilities Director.
2. Groups must be non-profit.
3. Fees can be charged for events and activities that offset the cost of supplies, equipment, and contractors.
4. Groups are responsible for their own financial management.
5. Fundraising events can be organized on a voluntary basis to support the activities of the Club or Interest Group.
6. The facility, staff and Facilities Director assume no responsibility for the fiscal management of the recognized Interest Groups.
7. The facility, staff, and Facilities Director assume no responsibility for accidents, injuries or incidents resulting from participation in the Club or Interest Group. All participants will be required to have a signed waiver on file prior to participating in the Club or Interest Group.

## RESIDENT CLUB OR INTEREST GROUP ROSTER

Please complete this Club/Interest Group Participant Roster and submit it to the Ranch House.

The Group Leader will be responsible for updating this roster with the names and information of any new participants.

### CLUB/INTEREST GROUP INFORMATION

Club/Interest Group Name: \_\_\_\_\_

Description: \_\_\_\_\_

Club/Group Leader Name: \_\_\_\_\_

Club/Group Leader Contact: Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Name	Phone	Email	Waiver on File? Y/N
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

<b>11.</b>			
<b>12.</b>			
<b>13.</b>			
<b>14.</b>			
<b>15.</b>			
<b>16.</b>			
<b>17.</b>			
<b>18.</b>			
<b>19.</b>			
<b>20.</b>			
<b>21.</b>			
<b>22.</b>			
<b>23.</b>			
<b>24.</b>			
<b>25.</b>			

**APPLICATION FOR REVOCABLE PARK USE PERMIT FOR SPORTS TEAM PRACTICES**

Applicant must be at least 21 years of age

\_\_\_\_\_ DISTRICT RESIDENT/SPONSOR

\_\_\_\_\_ NON-RESIDENT/SPONSOR

\_\_\_\_\_ Number of Resident Players

\_\_\_\_\_ Number of Non-Resident Players

\_\_\_\_\_ Number of Resident Coaches

\_\_\_\_\_ Number of Non-Resident Coaches

Organization: \_\_\_\_\_

Location of Event: \_\_\_\_\_

Purpose of Event: \_\_\_\_\_

Date(s) of Event: \_\_\_\_\_

Maximum Attendance: \_\_\_\_\_ Hours: \_\_\_\_\_ a.m./p.m. to \_\_\_\_\_ a.m./p.m.

Applicant's Name: \_\_\_\_\_

Applicant's Address: \_\_\_\_\_

Applicant's Phone: Home: \_\_\_\_\_ Cell: \_\_\_\_\_

## POLICY

The Banning Lewis Ranch Metropolitan District No. 1 (the "District") Board of Directors has adopted the Park Use Permit Policy regarding sport team practices at the District's park. The District has determined it is in the best interest of the Banning Lewis Ranch Community to allow limited practices for sport teams only via Park Use Permits. Teams may practice from 3:30 p.m. until dusk Monday through Saturday. No practices will be permitted on Sunday. There will be a fee of \$35 per hour, per team, for the field.

Please note, that in order to be eligible for Sport Team Practice Permit, a team must comprise itself of at least 25% District residents, i.e., coach and/or players, no exceptions! A current roster of the team will need to be provided with the application. Permits will be issued seasonally on a first come, first served basis. The applications will be available at both the Banning Lewis Ranch House at 6885 Vista Del Pico Blvd. (719-522-2432) and on the district website: [www.banninglewisranchmetrodistrict.com](http://www.banninglewisranchmetrodistrict.com). The applicant must be a resident of the District unless the applicant has received written authorization from the Board of Directors to use the Property. The applicant must complete and execute this Application for Revocable Park Use Permit for Sport Team Practices, which includes a Waiver and Release from Liability and then submit the applicable fees. If the applicant is a corporation, the Application and Waiver must also be executed by an individual.

## PERMIT CONDITIONS

1. Motorized vehicles are prohibited (this includes vehicles for purposes of unloading or loading equipment).
2. No commercial concessions shall be operated, nor charge or donation request of any kind be made of the public on the premises. Programs, circulars, pamphlets, handbills, or any other printed material shall not be sold or give away or contain any advertising without prior written District approval.
3. Upon termination of permitted use, the area shall be restored to a litter free condition. Repair or cleanup required by the District will be billed to applicant based on cost of service.
4. If additional security or traffic control measures are required, the District will not assume any financial responsibility.
5. Tents, booths, stands, awnings, canopies, or other structures are prohibited without the express written consent of the District.
6. Destruction, damage, or removal of any vegetation or defacement of District property is prohibited. Applicant shall be responsible for any and all such damages.
7. Disorderly conduct and/or abusive language shall be prohibited and shall be cause from ejection and loss of deposit.
8. Any machine or device for the purpose of amplification of human voice, music or any other sound is prohibited without the prior express written consent of the District.
9. No alcoholic beverages shall be permitted. Consumption of alcoholic beverages shall be cause for ejection and loss of deposit.

10. No participant or spectator involved in any organized games or contests may consume alcoholic beverages.
11. A copy of this permit must be in the possession of the applicant or designated representative and shown to District personnel upon request.
12. District parks and facilities are patrolled by local law enforcement agencies and all other applicable rules and regulations to include state statutes, county regulations or city ordinances will be enforced.
13. The applicant and the organization shall be responsible for its/his/her actions and the actions of the parties represented as a result of this permit and shall execute the Waiver and Release which follows this Application for Revocable Park Use Permit. An unexecuted Waiver and Release shall render this Permit null and void.
14. Special requests regarding motorized vehicles, concessions, printed material, structures, sound equipment, hours and other: \_\_\_\_\_ must be made in writing to the Banning Lewis Ranch Metropolitan District No. 1 at least 30 days prior to the event.
15. This Permit is non-negotiable.
16. All other general facility rules apply.

VIOLETION OF ANY OF THE PERMIT CONDITIONS MAY RESULT IN IMMEDIATE REVOCATION AND/OR FORFEITURE OF THE PARK USE PERMIT. REPAIRS OR CLEANUP BEYOND NORMAL USE WILL BE BILLED TO APPLICANT BASED ON COST OF SERVICE.

I have read, understand, fully agree with and accept all responsibility for the terms and conditions of this permit.

Signature of Applicant: \_\_\_\_\_

Organization Represented: \_\_\_\_\_

Date: \_\_\_\_\_

**REVOCABLE PARK USE PERMIT**

To be completed by District Manager and/or Recreation Center Facility Director issuing permit

Name of Organization: \_\_\_\_\_

Organization Contact: \_\_\_\_\_

Contact's Phone Number: \_\_\_\_\_

Contact's Email: \_\_\_\_\_

Address of Organization: \_\_\_\_\_

Location of Event: \_\_\_\_\_

Dates of Use: From: \_\_\_\_\_ to \_\_\_\_\_

Times of Use: From: \_\_\_\_\_ to \_\_\_\_\_

Approved      Disapproved      Date: \_\_\_\_\_

Fee: \$35 per hour/per team

Check # \_\_\_\_\_ Total \$ \_\_\_\_\_

Special Conditions:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## **WAIVER AND RELEASE FROM LIABILITY AND AGREEMENT TO INDEMNIFY**

IN CONSIDERATION of the permission granted by the Banning Lewis Ranch Metropolitan District No. 1 (the "District") to enter upon the Property for the purpose defined in the Application for Revocable Park Use Permit, to which this RELEASE is attached and made a part, the undersigned applicant (the "Applicant"), on behalf of him/herself, and, if applicable, the organization, its members, representatives, guests, invitees and successors (the "Organization") (where applicable, the Applicant and Organization are hereafter referred to collectively as the "Undersigned") hereby agree as follows:

1. If executed on behalf of an Organization, Applicant states that he/she has been authorized to execute this application on behalf of the Organization.
2. That upon entering any such areas as described in the Application for Revocable Park Use Permit, the Undersigned will continuously thereafter inspect such facilities and all portions thereof, and its continued use thereof shall constitute an acknowledgement that it has inspected such facility and finds and accepts the same as being safe and reasonably suited for the purpose of the use; and further agrees and warrants that if at any time the facility is deemed to be unsafe, park officials will be notified, and use of the facility will be terminated.
3. The Undersigned HEREBY RELEASES, WAIVES, DISCHARGES AND CONVENANTS NOT TO SUE THE DISTRICT, its officers, officials, representatives and assigns from all claims, demands and any and all manner of actions, causes of action, suits, damages, claims and demands whatsoever in law, or in equity, which against the District, the Undersigned ever had, now has, or which its successors, executors or administrators hereafter can, shall or may have, for, upon or by reason of any manner cause created by or existing out of the permitted use of the Property by the Undersigned.
4. The Undersigned AGREES TO INDEMNIFY AND HOLD HARMLESS the District, its officers, officials and representatives from and against any and all claims, demands and any and all manner of actions, causes of action, suits, damages, claims and demands whatsoever in law, or in equity, which against the District or the Undersigned, any party shall or may have, for, upon or by reason of any manner, cause created by or existing out of the permitted use of the Property by the Undersigned.
5. The Undersigned expressly acknowledges and agrees that the activities at the facility are dangerous and involve risk of serious injury and/or death and/or property damage and HEREBY ASSUMES FULL RESPONSIBILITY FOR THE RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE resulting from the negligence of the District or otherwise while in or upon the facility and/or while competing, officiating, observing or working for or for any purpose participating in the event which is the subject of the application.



6. IN THE EVENT INTOXICATING BEVERAGES ARE SERVED OR SUPPLIED BY WHATEVER MEANS ON THE PARK GROUNDS TO THE UNDERSIGNED BY THE UNDERSIGNED OR OTHER INDIVIDUAL OR ENTITY IN ATTENDANCE, OR TO ANY OTHER INDIVIDUAL OR ENTITY IN ATTENDANCE BY THE UNDERSIGNED, THE UNDERSIGNED SPECIFICALLY ACKNOWLEDGE THAT THE TERMS OF THIS RELEASE WILL APPLY THERETO IN EVERY RESPECT. THE UNDERSIGNED HAS ACKNOWLEDGED AND AGREED THAT IT WILL BEAR COMPLETE RESPONSIBILITY, IN ACCORDANCE WITH THE TERMS OF THIS RELEASE, FOR SUCH INJURIES OR DAMAGES TO ANY PERSON OR PROPERTY WHICH MAY RESULT AND WILL INDEMNIFY THE DISTRICT FOR ANY AND ALL LIABILITY INCURRED BY IT AS A RESULT OF THE SERVICE OR SUPPLICATION OF INTOXICATING BEVERAGES ON THE PARK GROUNDS, AS STATED ABOVE.
  
7. The Undersigned expressly agrees that this Waiver, Release, and Indemnification Agreement is intended to be as broad and inclusive as is permitted by the law of the State of Colorado, and further that if any part hereof is held invalid, the remainder of this Agreement shall continue in legal force and effect.

THE UNDERSIGNED HAS READ, UNDERSTANDS, AND VOLUNTARILY SIGNS THIS RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT and further agrees that no oral representations, statements or inducements have been made.

UNDERSIGNED

Organization/Applicant: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Organization/Applicant's Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Secondary Contact Person/Phone #

\_\_\_\_\_  
\_\_\_\_\_

## **EXHIBIT B**

# CERTIFICATION OF VALUATION BY EL PASO COUNTY ASSESSOR

Name of Jurisdiction: 191 - BANNING LEWIS RANCH METRO DISTRICT #3

IN EL PASO COUNTY ON 12/22/2023

New Entity: No

<b>USE FOR STATUTORY PROPERTY TAX REVENUE LIMIT CALCULATIONS (5.5% LIMIT) ONLY</b>
--

IN ACCORDANCE WITH 39-5-121(2)(a) AND 39-5-128(1),C.R.S. AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES THE TOTAL VALUATION FOR ASSESSMENT FOR THE TAXABLE YEAR 2023 IN EL PASO COUNTY, COLORADO

1. PREVIOUS YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	\$25,335,500
2. CURRENT YEAR'S GROSS TOTAL TAXABLE ASSESSED VALUATION: *	\$30,635,390
3. LESS TIF DISTRICT INCREMENT, IF ANY:	\$0
4. CURRENT YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	\$30,635,390
5. NEW CONSTRUCTION: **	\$0
6. INCREASED PRODUCTION OF PRODUCING MINES: #	\$0
7. ANNEXATIONS/INCLUSIONS:	\$0
8. PREVIOUSLY EXEMPT FEDERAL PROPERTY: #	\$0
9. NEW PRIMARY OIL OR GAS PRODUCTION FROM ANY PRODUCING OIL AND GAS LEASEHOLD ## OR LAND ( 29-1-301(1)(b) C.R.S.):	\$0
10. TAXES COLLECTED LAST YEAR ON OMITTED PROPERTY AS OF AUG. 1 (29-1-301(1))(a) C.R.S.):	\$0.00
11. TAXES ABATED AND REFUNDED AS OF AUG. 1 (29-1-301(1)(a) C.R.S.) and (39-10-114(1)(a)(I)(B) C.R.S.):	\$0.00

\* This value reflects personal property exemptions IF enacted by the jurisdiction as authorized by Art. X, Sec.20(8)(b),Colo.

\*\* New construction is defined as: Taxable real property structures and the personal property connected with the structure.

# Jurisdiction must submit respective certifications (Forms DLG 52 AND 52A) to the Division of Local Government in order for the values to be treated as growth in the limit calculation.

## Jurisdiction must apply (Forms DLG 52B) to the Division of Local Government before the value can be treated as growth in the limit calculation.

<b>USE FOR 'TABOR' LOCAL GROWTH CALCULATIONS ONLY</b>
---

IN ACCORDANCE WITH THE PROVISION OF ARTICLE X, SECTION 20, COLO CONST, AND 39-5-121(2)(b),C.R.S. THE ASSESSOR CERTIFIES THE TOTAL ACTUAL VALUATION FOR THE TAXABLE YEAR 2023 IN EL PASO COUNTY, COLORADO ON AUGUST 25, 2023

1. CURRENT YEAR'S TOTAL ACTUAL VALUE OF ALL REAL PROPERTY: @	\$458,191,742
ADDITIONS TO TAXABLE REAL PROPERTY:	
2. CONSTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS: !	\$0
3. ANNEXATIONS/INCLUSIONS:	\$0
4. INCREASED MINING PRODUCTION: %	\$0
5. PREVIOUSLY EXEMPT PROPERTY:	\$0
6. OIL OR GAS PRODUCTION FROM A NEW WELL:	\$0
7. TAXABLE REAL PROPERTY OMITTED FROM THE PREVIOUS YEAR'S TAX WARRANT:	\$0
(If land and/or a structure is picked up as omitted property for multiple years, only the most current year's actual value can be reported as omitted property.)	
DELETIONS FROM TAXABLE REAL PROPERTY:	
8. DESTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS:	\$0
9. DISCONNECTIONS/EXCLUSION:	\$0
10. PREVIOUSLY TAXABLE PROPERTY:	\$209,783

@ This includes the actual value of all taxable real property plus the actual value of religious, private schools, and charitable real property.

! Construction is defined as newly constructed taxable real property structures.

% Includes production from new mines and increases in production of existing producing mines.

IN ACCORDANCE WITH 39-5-128(1),C.R.S. AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES TO SCHOOL DISTRICTS : 1. TOTAL ACTUAL VALUE OF ALL TAXABLE PROPERTY:----->	\$0
--	-----

NOTE: All levies must be Certified to the Board of County Commissioners NO LATER THAN DECEMBER 15, 2023

IN ACCORDANCE WITH 39-5-128(1.5)C.R.S. THE ASSESSOR PROVIDES: HB21-1312 ASSESSED VALUE OF EXEMPT BUSINESS PERSONAL PROPERTY (ESTIMATED): **	\$0
--	-----

\*\* The tax revenue lost due to this exempted value will be reimbursed to the tax entity by the County Treasurer in accordance with 39-3-119 f(3). C.R.S.

## **EXHIBIT C**

LETTER OF BUDGET TRANSMITTAL

Date: January 30, 2024

To: Division of Local Government  
1313 Sherman Street, Room 521  
Denver, Colorado 80203

Attached are the 2024 budget and budget message for BANNING LEWIS RANCH METROPOLITAN DISTRICT NO. 3 in El Paso County, Colorado, submitted pursuant to Section 29-1-113, C.R.S. This budget was adopted on November 29, 2023. If there are any questions on the budget, please contact:

Josh Miller, District Manager  
c/o CliftonLarsonAllen LLP  
121 S. Tejon Street, Suite 1100  
Colorado Springs, CO 80903  
Telephone number: 303-779-5710

I, Josh Miller, District Manager of the Banning Lewis Ranch Metropolitan District No. 3, hereby certify that the attached is a true and correct copy of the 2024 budget.

By:

  
\_\_\_\_\_  
Josh Miller, District Manager

**BANNING LEWIS RANCH METROPOLITAN DISTRICT NO. 3**  
**RESOLUTION TO ADOPT 2024 BUDGET**

WHEREAS, the Board of Directors (the “**Board**”) of Banning Lewis Ranch Metropolitan District No. 3 (the “**District**”) has appointed a budget committee to prepare and submit a proposed 2024 budget to the Board at the proper time; and

WHEREAS, such budget committee has submitted the proposed budget to the Board on or before October 15, 2023 for its consideration; and

WHEREAS, upon due and proper notice, published in accordance with law, the budget was open for inspection by the public at a designated place, and a public hearing was held on November 29, 2023, and interested electors were given the opportunity to file or register any objections to the budget; and

WHEREAS, the budget has been prepared to comply with all terms, limitations and exemptions, including, but not limited to, enterprise, reserve transfer and expenditure exemptions, under Article X, Section 20 of the Colorado Constitution (“**TABOR**”) and other laws or obligations which are applicable to or binding upon the District; and

WHEREAS, whatever decreases may have been made in the revenues, like decreases were made to the expenditures so that the budget remains in balance, as required by law.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Banning Lewis Ranch Metropolitan District No. 3:

1. That estimated expenditures for each fund are as follows:

General Fund:	\$	892,319
Debt Service Fund:	\$	487,396
Capital Projects Fund	\$	<u>43,551</u>
Total	\$	1,423,266

2. That estimated revenues are as follows:

<u>General Fund:</u>		
From unappropriated surpluses	\$	0
From sources other than general property tax	\$	89,702
From general property tax	\$	<u>802,617</u>
Total	\$	892,319

<u>Debt Service Fund:</u>	
From unappropriated surpluses	\$ 815,115
From sources other than general property tax	\$ 92,679
From general property tax	\$ <u>471,785</u>
Total	\$ 1,379,579
 <u>Capital Projects Fund</u>	
From unappropriated surpluses	\$ 42,551
From sources other than general property tax	\$ <u>1,000</u>
Total	\$ 43,551

3. That the budget, as submitted, amended and herein summarized by fund, be, and the same hereby is, approved and adopted as the budget of the District for the 2024 fiscal year.

4. That the budget, as hereby approved and adopted, shall be certified by the Treasurer and/or President of the District to all appropriate agencies and is made a part of the public records of the District.

**TO SET MILL LEVIES**

WHEREAS, the amount of money from property taxes necessary to balance the budget for general operating expenses is \$802,617; and

WHEREAS, the amount of money necessary to balance the budget for debt service expenses is \$471,785; and

WHEREAS, the 2023 valuation for assessment of the District, as certified by the County Assessor, is \$30,635,390.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Banning Lewis Ranch Metropolitan District No. 3:

1. That for the purpose of meeting all general operating expenses of the District during the 2024 budget year, there is hereby levied a property tax of 26.199 mills upon each dollar of the total valuation for assessment of all taxable property within the District to raise \$802,617.

2. That for the purpose of meeting all debt service expenses of the District during the 2024 budget year, there is hereby levied a property tax of 15.400 mills upon each dollar of the total valuation for assessment of all taxable property within the District to raise \$471,785.

3. That the Treasurer and/or President of the District is hereby authorized and directed to immediately certify to the County Commissioners of El Paso County, Colorado, the mill levies for the District as hereinabove determined and set, or as adjusted, if necessary, upon receipt of the final (December) certification of valuation from the county assessor in order to comply with any applicable revenue and other budgetary limits.

**TO APPROPRIATE SUMS OF MONEY**

WHEREAS, the Board has made provision in the budget for revenues in an amount equal to the total proposed expenditures as set forth therein; and

WHEREAS, it is not only required by law, but also necessary to appropriate the revenues provided in the budget to and for the purposes described below, as more fully set forth in the budget, including any inter-fund transfers listed therein, so as not to impair the operations of District.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Banning Lewis Ranch Metropolitan District No. 3 that the following sums are hereby appropriated from the revenues of each fund, to each fund, for the purposes stated in the budget:

General Fund:	\$	892,319
Debt Service Fund:	\$	487,396
Capital Projects Fund	\$	<u>43,551</u>
Total	\$	1,423,266



Adopted this 29<sup>th</sup> day of November, 2023.

BANNING LEWIS RANCH  
METROPOLITAN DISTRICT NO. 3

By:   
46400170119240C...  
Chair

Attest:

  
58B0240947754F1...  
Secretary

**BANNING LEWIS RANCH METROPOLITAN DISTRICT NO. 3**  
**ANNUAL BUDGET**  
**FOR THE YEAR ENDING DECEMBER 31, 2024**

**BANNING LEWIS RANCH METROPOLITAN DISTRICT NO. 3**  
**SUMMARY**  
**2024 BUDGET**  
**WITH 2022 ACTUAL AND 2023 ESTIMATED**  
**For the Years Ended and Ending December 31,**

1/5/24

	ACTUAL 2022	ESTIMATED 2023	BUDGET 2024
BEGINNING FUND BALANCES	\$ 681,319	\$ 756,446	\$ 857,666
REVENUES			
Property taxes	1,057,701	1,057,934	1,274,402
Specific ownership taxes	109,950	106,864	127,441
Interest income	16,860	46,000	48,500
Other revenue	-	-	7,440
Total revenues	<u>1,184,511</u>	<u>1,210,798</u>	<u>1,457,783</u>
Total funds available	<u>1,865,830</u>	<u>1,967,244</u>	<u>2,315,449</u>
EXPENDITURES			
General Fund	641,155	641,900	892,319
Debt Service Fund	468,229	467,678	487,396
Capital Projects Fund	-	-	43,551
Total expenditures	<u>1,109,384</u>	<u>1,109,578</u>	<u>1,423,266</u>
Total expenditures and transfers out requiring appropriation	<u>1,109,384</u>	<u>1,109,578</u>	<u>1,423,266</u>
ENDING FUND BALANCES	<u>\$ 756,446</u>	<u>\$ 857,666</u>	<u>\$ 892,184</u>
DEBT SERVICE RESERVE	538,800	538,800	538,800
DEBT SERVICE SURPLUS	178,095	276,315	353,384
TOTAL RESERVE	<u>\$ 716,895</u>	<u>\$ 815,115</u>	<u>\$ 892,184</u>

No assurance provided. See summary of significant assumptions.

**BANNING LEWIS RANCH METROPOLITAN DISTRICT NO. 3**  
**PROPERTY TAX SUMMARY INFORMATION**  
**2024 BUDGET**  
**WITH 2022 ACTUAL AND 2023 ESTIMATED**  
**For the Years Ended and Ending December 31,**

1/5/24

	ACTUAL 2022	ESTIMATED 2023	BUDGET 2024
<b>ASSESSED VALUATION</b>			
Residential	\$ 25,953,220	\$ 25,248,280	\$ 30,607,600
Commercial	13,710	5,370	4,400
Vacant land	82,460	81,850	23,390
	<u>26,049,390</u>	<u>25,335,500</u>	<u>30,635,390</u>
Certified Assessed Value	<u>\$ 26,049,390</u>	<u>\$ 25,335,500</u>	<u>\$ 30,635,390</u>
<b>MILL LEVY</b>			
General	22.266	22.904	26.199
Debt Service	18.328	18.853	15.400
Total mill levy	<u>40.594</u>	<u>41.757</u>	<u>41.599</u>
<b>PROPERTY TAXES</b>			
General	\$ 580,016	\$ 580,284	\$ 802,617
Debt Service	477,433	477,650	471,785
Levied property taxes	<u>1,057,449</u>	<u>1,057,934</u>	<u>1,274,402</u>
Adjustments to actual/rounding	252	-	-
Budgeted property taxes	<u>\$ 1,057,701</u>	<u>\$ 1,057,934</u>	<u>\$ 1,274,402</u>
<b>BUDGETED PROPERTY TAXES</b>			
General	<u>\$ 580,154</u>	<u>\$ 580,284</u>	<u>\$ 802,617</u>
Debt Service	<u>477,547</u>	<u>477,650</u>	<u>471,785</u>
	<u>\$ 1,057,701</u>	<u>\$ 1,057,934</u>	<u>\$ 1,274,402</u>

No assurance provided. See summary of significant assumptions.

**BANNING LEWIS RANCH METROPOLITAN DISTRICT NO. 3**  
**GENERAL FUND**  
**2024 BUDGET**  
**WITH 2022 ACTUAL AND 2023 ESTIMATED**  
**For the Years Ended and Ending December 31,**

1/5/24

	ACTUAL 2022	ESTIMATED 2023	BUDGET 2024
BEGINNING FUND BALANCES	\$ -	\$ -	\$ -
<b>REVENUES</b>			
Property taxes	580,154	580,284	802,617
Specific ownership taxes	60,308	58,616	80,262
Interest income	693	3,000	2,000
Other revenue	-	-	7,440
Total revenues	641,155	641,900	892,319
Total funds available	641,155	641,900	892,319
<b>EXPENDITURES</b>			
General and administrative			
County Treasurer's fee	8,706	8,704	12,039
Contingency	-	-	7,440
Intergovernmental expenditures	632,449	633,196	872,840
Total expenditures	641,155	641,900	892,319
Total expenditures and transfers out requiring appropriation	641,155	641,900	892,319
ENDING FUND BALANCES	\$ -	\$ -	\$ -

No assurance provided. See summary of significant assumptions.

**BANNING LEWIS RANCH METROPOLITAN DISTRICT NO. 3**  
**DEBT SERVICE FUND**  
**2024 BUDGET**  
**WITH 2022 ACTUAL AND 2023 ESTIMATED**  
**For the Years Ended and Ending December 31,**

1/5/24

	ACTUAL 2022	ESTIMATED 2023	BUDGET 2024
BEGINNING FUND BALANCES	\$ 643,209	\$ 716,895	\$ 815,115
REVENUES			
Property taxes	477,547	477,650	471,785
Specific ownership taxes	49,642	48,248	47,179
Interest income	14,726	40,000	45,500
Total revenues	<u>541,915</u>	<u>565,898</u>	<u>564,464</u>
Total funds available	<u>1,185,124</u>	<u>1,282,793</u>	<u>1,379,579</u>
EXPENDITURES			
General and administrative			
County Treasurer's fee	7,166	7,165	7,077
Paying agent fees	4,000	4,000	4,000
Contingency	-	-	10,506
Debt Service			
Bond interest	272,063	266,513	260,813
Bond Principal	185,000	190,000	205,000
Total expenditures	<u>468,229</u>	<u>467,678</u>	<u>487,396</u>
Total expenditures and transfers out requiring appropriation	<u>468,229</u>	<u>467,678</u>	<u>487,396</u>
ENDING FUND BALANCES	<u>\$ 716,895</u>	<u>\$ 815,115</u>	<u>\$ 892,184</u>
DEBT SERVICE RESERVE	\$ 538,800	\$ 538,800	\$ 538,800
DEBT SERVICE SURPLUS	178,095	276,315	353,384
TOTAL RESERVE	<u>\$ 716,895</u>	<u>\$ 815,115</u>	<u>\$ 892,184</u>

No assurance provided. See summary of significant assumptions.

**BANNING LEWIS RANCH METROPOLITAN DISTRICT NO. 3  
 CAPITAL PROJECTS FUND  
 2024 BUDGET  
 WITH 2022 ACTUAL AND 2023 ESTIMATED  
 For the Years Ended and Ending December 31,**

1/5/24

	ACTUAL 2022	ESTIMATED 2023	BUDGET 2024
BEGINNING FUND BALANCES	\$ 38,110	\$ 39,551	\$ 42,551
REVENUES			
Interest income	1,441	3,000	1,000
Total revenues	<u>1,441</u>	<u>3,000</u>	<u>1,000</u>
Total funds available	<u>39,551</u>	<u>42,551</u>	<u>43,551</u>
EXPENDITURES			
General and Administrative			
Contingency	-	-	43,551
Total expenditures	<u>-</u>	<u>-</u>	<u>43,551</u>
Total expenditures and transfers out requiring appropriation	<u>-</u>	<u>-</u>	<u>43,551</u>
ENDING FUND BALANCES	<u>\$ 39,551</u>	<u>\$ 42,551</u>	<u>\$ -</u>

No assurance provided. See summary of significant assumptions.

**BANNING LEWIS RANCH METROPOLITAN DISTRICT NO. 3  
2024 BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Services Provided**

The Banning Lewis Ranch Metropolitan District No. 3 (“the District”), a quasi-municipal corporation and a political subdivision of the State of Colorado, was organized by order and decree of the District Court for the City of Colorado Springs, El Paso County, Colorado on December 1, 2005, and is governed pursuant to provisions of the Colorado Special District Act (Title 32, Article 1, Colorado Revised Statutes).

The District was organized to provide street improvements, parks and recreational facilities, water supply, wastewater facilities, traffic and safety controls, public transportation, fire protection, mosquito control and television relay. The District is one of the Financing Districts organized in conjunction with ten other related Districts - Banning Lewis Ranch Metropolitan District Nos. 1, 2, 4, 5, 6 (now Banning Lewis Ranch Regional Metropolitan District No. 1), 7 (now Banning Lewis Ranch Regional Metropolitan District No. 2), 8, 9, 10, and 11. District No. 1 serves as the Operating District which will pay all vendors of and receive reimbursement/contributions from the Financing Districts. All other Districts, including District No. 3, are the Financing Districts which will issue debt, levy ad valorem taxes on taxable properties within each District and assess fees, rates and other charges as authorized by law. Banning Lewis Ranch Regional Metropolitan District No. 1 will serve as the Regional Improvement District serving all of the Districts. The District's service area is located entirely within the City of Colorado Springs, El Paso County, Colorado.

The District has no employees and all administrative functions are contracted.

The District prepares its budget on the modified accrual basis of accounting, in accordance with requirements of Colorado Revised Statutes C.R.S. 29-1-105 using its best estimates as of the date of the budget hearing. These estimates are based on expected conditions and its expected course of actions. The assumptions disclosed herein are those that the District believes are significant to the budget. There will usually be differences between the budget and actual results, because events and circumstances frequently do not occur as expected, and those differences may be material.

**Revenues**

**Property Taxes**

Property taxes are levied by the District's Board of Directors. The levy is based on assessed valuations determined by the County Assessor generally as of January 1 of each year. The levy is normally set by December 15 by certification to the County Commissioners to put the tax lien on the individual properties as of January 1 of the following year. The County Treasurer collects the determined taxes during the ensuing calendar year. The taxes are payable by April, or in equal installments, at the taxpayer's election, in February and June. Delinquent taxpayers are notified in August and generally sales of the tax liens on delinquent properties are held in November or December. The County Treasurer remits the taxes collected monthly to the District.

**This information is an integral part of the accompanying budget.**



**BANNING LEWIS RANCH METROPOLITAN DISTRICT NO. 3  
2024 BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Revenues (continued)**

**Property Taxes (continued)**

Pursuant to the Service Plan, the District is required to adjust its maximum Required Mill Levy for changes in the ratio of actual to assessed value of property within the District. Required Mill Levy means an ad valorem mill levy imposed upon all taxable property of the District each year in a amount sufficient to pay the principal, premium if any, and interest on the Bonds as the same become due and payable.

The calculation of the taxes levied is displayed on the Property Tax Summary page of the budget using the adopted mill levy imposed by the District.

For property tax collection year 2024, SB22-238 and SB23B-001 set the assessment rates and actual value reductions as follows:

<b>Category</b>	<b>Rate</b>		<b>Category</b>	<b>Rate</b>	<b>Actual Value Reduction</b>	<b>Amount</b>
Single-Family Residential	6.70%		Agricultural Land	26.40%	Single-Family Residential	\$55,000
Multi-Family Residential	6.70%		Renewable Energy Land	26.40%	Multi-Family Residential	\$55,000
Commercial	27.90%		Vacant Land	27.90%	Commercial	\$30,000
Industrial	27.90%		Personal Property	27.90%	Industrial	\$30,000
Lodging	27.90%		State Assessed	27.90%	Lodging	\$30,000
			Oil & Gas Production	87.50%		

**Specific Ownership Taxes**

Specific ownership taxes are set by the State and collected by the County Treasurer, primarily on vehicle licensing within the County as a whole. The specific ownership taxes are allocated by the County Treasurer to all taxing entities within the County. The budget assumes that the District’s share will be equal to approximately 10% of the property taxes collected.

**Interest Income**

Interest earned on the District’s available funds has been estimated based on an average interest rate of approximately 5.00%.

**This information is an integral part of the accompanying budget.**

**BANNING LEWIS RANCH METROPOLITAN DISTRICT NO. 3  
2024 BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Expenditures**

**County Treasurer's Fees**

County Treasurer's fees have been computed at 1.5% of property tax collections.

**Intergovernmental expenditure – Banning Lewis Ranch Metropolitan District No. 1 - O&M Taxes**

Property taxes generated from the mills levied by the District for operations and maintenance, net of fees, are expected to be transferred to District No. 1, the Operating District, which pays all administrative expenditures of the District.

**Debt Service**

Principal and interest payments are provided based on the debt amortization schedules from the District's Series 2020 General Obligation Refunding Bonds (discussed under Debt and Leases).

**Debt and Leases**

On November 24, 2020, the District will issue General Obligation Refunding Bonds, Series 2020 (2020 Bonds), in the principal amount of \$8,490,000 for the purpose of (1) refunding the District's General Obligation Limited Tax Bonds, Series 2015A, (2) refunding the District's Subordinate General Obligation Limited Tax Bonds, Series 2015B, (3) paying the cost of issuing the 2020 Bonds, and (4) realizing a net present value savings of \$4,360,531. The 2020 Bonds will have a maturity date of December 1, 2045, and be comprised of term bonds with an interest rate between 1.000% and 4.000%.

The 2020 Bonds are subject to redemption prior to maturity, at the option of the District, on December 1, 2030, and on any date thereafter, at par.

Pledged Revenue will consist of (i) revenues produced from the required debt service mill levy to produce an amount sufficient to pay debt service up to the District's mill levy cap of 30 mills, as adjusted (the "Required Mill Levy"), and (ii) specific ownership taxes generated from the Required Mill Levy. The 2020 Bonds will be further secured by amounts held by a Trustee in the Reserve Fund in the amount of \$538,800.

**This information is an integral part of the accompanying budget.**

**BANNING LEWIS RANCH METROPOLITAN DISTRICT NO. 3  
2024 BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Schedule of Long Term Obligations**

	Balance at December 31, 2022	Additions*	Repayments*	Balance at December 31, 2023*
Refunding Bonds Series 2020	\$ 8,105,000	\$ -	\$ 190,000	\$ 7,915,000
Bond Issue Premium	951,595	-	61,806	889,789
Developer Advances - Operating	3,626,207	-	-	3,626,207
Accrued interest - Operating	2,583,402	253,834	-	2,837,236
Developer Advances - Capital	31,291,487	-	-	31,291,487
Accrued interest - Capital	56,617,799	2,190,404	-	58,808,203
	<u>\$ 103,175,490</u>	<u>\$ 2,444,238</u>	<u>\$ 251,806</u>	<u>\$ 105,367,922</u>
	Balance at December 31, 2023*	Additions*	Repayments*	Balance at December 31, 2024*
Refunding Bonds Series 2020	\$ 7,915,000	\$ -	\$ 205,000	\$ 7,710,000
Bond Issue Premium	889,789	-	60,484	829,304
Developer Advances - Operating	3,626,207	-	-	3,626,207
Accrued interest - Operating	2,837,236	253,834	-	3,091,070
Developer Advances - Capital	31,291,487	-	-	31,291,487
Accrued interest - Capital	58,808,203	2,190,404	-	60,998,607
	<u>\$ 105,367,922</u>	<u>\$ 2,444,238</u>	<u>\$ 265,484</u>	<u>\$ 107,546,675</u>

\* Estimate

The District has no operating or capital leases.

**Reserves**

**Debt Service Reserve**

The District has a debt service reserve fund for the 2020 Bonds in the amount of \$538,800.

**Emergency Reserve**

TABOR requires local governments to establish Emergency Reserves. These reserves must be at least 3% of fiscal year spending. Since substantially all funds received by the District are transferred to District No. 1, which pays for all the District's operations and maintenance costs, the Emergency Reserve for these funds is reflected in the budget of District No. 1.

**This information is an integral part of the accompanying budget.**

**BANNING LEWIS RANCH METROPOLITAN DISTRICT NO. 3  
SCHEDULE OF DEBT SERVICE REQUIREMENTS TO MATURITY**

Bonds and Interest Maturing in the Year Ending December 31, Year	\$8,470,00 General Obligation Limited Tax Refunding Bonds Series 2020 Dated December 10, 2020 Principal Due December 1 Interest Rate 3.000% - 4.000% Payable June 1 and December 1		
	Principal	Interest	Total
2024	\$ 205,000	\$ 260,813	\$ 465,813
2025	210,000	254,663	464,663
2026	225,000	249,938	474,938
2027	230,000	244,875	474,875
2028	245,000	239,700	484,700
2029	250,000	232,350	482,350
2030	270,000	224,850	494,850
2031	275,000	216,750	491,750
2032	295,000	208,500	503,500
2033	305,000	199,650	504,650
2034	325,000	190,500	515,500
2035	335,000	180,750	515,750
2036	355,000	170,700	525,700
2037	365,000	160,050	525,050
2038	385,000	149,100	534,100
2039	395,000	137,550	532,550
2040	410,000	125,700	535,700
2041	425,000	113,400	538,400
2042	440,000	96,400	536,400
2043	460,000	78,800	538,800
2044	475,000	60,400	535,400
2045	1,035,000	41,400	1,076,400
	<u>\$ 7,915,000</u>	<u>\$ 3,836,838</u>	<u>\$ 11,751,838</u>

No assurance provided. See summary of significant assumptions.

**CERTIFICATION OF 2024 BUDGET FOR**  
**BANNING LEWIS RANCH METROPOLITAN DISTRICT NO. 3**

TO: THE DIVISION OF LOCAL GOVERNMENT

This is to certify that the budget, attached hereto, is a true and accurate copy of the budget for Banning Lewis Ranch Metropolitan District No. 3, for the budget year ending December 31, 2024, as adopted on November 29, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of Banning Lewis Ranch Metropolitan District No. 3 in El Paso County, Colorado, this 29<sup>th</sup> day of November, 2023.

DocuSigned by:  
*Troy MacDonald*  
40400170119240C...  
\_\_\_\_\_  
Chair

## CERTIFICATION OF TAX LEVIES for NON-SCHOOL Governments

**TO:** County Commissioners<sup>1</sup> of El Paso County, Colorado.

On behalf of the Banning Lewis Ranch Metropolitan District No. 3,  
(taxing entity)<sup>A</sup>  
 the Board of Directors,  
(governing body)<sup>B</sup>  
 of the Banning Lewis Ranch Metropolitan District No. 3,  
(local government)<sup>C</sup>

**Hereby** officially certifies the following mills to be levied against the taxing entity's GROSS assessed valuation of: \$ 30,635,390  
(GROSS<sup>D</sup> assessed valuation, Line 2 of the Certification of Valuation Form DLG 57<sup>E</sup>)

**Note:** If the assessor certified a NET assessed valuation (AV) different than the GROSS AV due to a Tax Increment Financing (TIF) Area<sup>F</sup> the tax levies must be calculated using the NET AV. The taxing entity's total property tax revenue will be derived from the mill levy multiplied against the NET assessed valuation of: \$ 30,635,390  
(NET<sup>G</sup> assessed valuation, Line 4 of the Certification of Valuation Form DLG 57)  
**USE VALUE FROM FINAL CERTIFICATION OF VALUATION PROVIDED BY ASSESSOR NO LATER THAN DECEMBER 10**

**Submitted:** 12/28/2023 for budget/fiscal year 2024.  
(no later than Dec. 15) (mm/dd/yyyy) (yyyy)

PURPOSE <small>(see end notes for definitions and examples)</small>	LEVY <sup>2</sup>	REVENUE <sup>2</sup>
1. General Operating Expenses <sup>H</sup>	<u>26.199</u> mills	<u>\$ 802,617</u>
2. <Minus> Temporary General Property Tax Credit/ Temporary Mill Levy Rate Reduction <sup>I</sup>	< _____ > mills	\$ < _____ >
<b>SUBTOTAL FOR GENERAL OPERATING:</b>	<b>26.199</b> mills	<b>\$ 802,617</b>
3. General Obligation Bonds and Interest <sup>J</sup>	<u>15.400</u> mills	<u>\$ 471,785</u>
4. Contractual Obligations <sup>K</sup>	_____ mills	\$ _____
5. Capital Expenditures <sup>L</sup>	_____ mills	\$ _____
6. Refunds/Abatements <sup>M</sup>	_____ mills	\$ _____
7. Other <sup>N</sup> (specify): _____	_____ mills	\$ _____
_____	_____ mills	\$ _____
<b>TOTAL:</b> [ Sum of General Operating Subtotal and Lines 3 to 7 ]	<b>41.599</b> mills	<b>\$ 1,274,402</b>

Contact person: Carrie Bartow Phone: (719) 635-0330  
 Signed:  Title: Accountant for District

Survey Question: Does the taxing entity have voter approval to adjust the general operating levy to account for changes to assessment rates?  Yes  No

*Include one copy of this tax entity's completed form when filing the local government's budget by January 31st, per 29-1-113 C.R.S., with the Division of Local Government (DLG), Room 521, 1313 Sherman Street, Denver, CO 80203. Questions? Call DLG at (303) 864-7720.*

<sup>1</sup> If the *taxing entity's* boundaries include more than one county, you must certify the levies to each county. Use a separate form for each county and certify the same levies uniformly to each county per Article X, Section 3 of the Colorado Constitution.  
<sup>2</sup> Levies must be rounded to three decimal places and revenue must be calculated from the total NET assessed valuation (Line 4 of Form DLG57 on the County Assessor's **FINAL** certification of valuation).

**CERTIFICATION OF TAX LEVIES, continued**

**THIS SECTION APPLIES TO TITLE 32, ARTICLE 1 SPECIAL DISTRICTS THAT LEVY TAXES FOR PAYMENT OF GENERAL OBLIGATION DEBT (32-1-1603 C.R.S.).** Taxing entities that are Special Districts or Subdistricts of Special Districts must certify separate mill levies and revenues to the Board of County Commissioners, one each for the funding requirements of each debt (32-1-1603, C.R.S.) Use additional pages as necessary. The Special District's or Subdistrict's total levies for general obligation bonds and total levies for contractual obligations should be recorded on Page 1, Lines 3 and 4 respectively.

**CERTIFY A SEPARATE MILL LEVY FOR EACH BOND OR CONTRACT:**

**BONDS<sup>J</sup>:**

- |    |                   |  |
|----|-------------------|--|
| 1. | Purpose of Issue: | Debt Refunding                                   |
|    | Series:           | General Obligation Refunding Bonds - Series 2020 |
|    | Date of Issue:    | December 10, 2020                                |
|    | Coupon Rate:      | 2.250 - 4.000%                                   |
|    | Maturity Date:    | December 1, 2045                                 |
|    | Levy:             | 15.400   |
|    | Revenue:          | \$ 471,785                                       |
|    |                   |  |
| 2. | Purpose of Issue: | _____  |
|    | Series:           | _____  |
|    | Date of Issue:    | _____  |
|    | Coupon Rate:      | _____  |
|    | Maturity Date:    | _____  |
|    | Levy:             | _____  |
|    | Revenue:          | _____  |

**CONTRACTS<sup>K</sup>:**

- |    |                      |       |
|----|----------------------|-------|
| 3. | Purpose of Contract: | _____ |
|    | Title:               | _____ |
|    | Date:                | _____ |
|    | Principal Amount:    | _____ |
|    | Maturity Date:       | _____ |
|    | Levy:                | _____ |
|    | Revenue:             | _____ |
|    |                      |       |
| 4. | Purpose of Contract: | _____ |
|    | Title:               | _____ |
|    | Date:                | _____ |
|    | Principal Amount:    | _____ |
|    | Maturity Date:       | _____ |
|    | Levy:                | _____ |
|    | Revenue:             | _____ |

Use multiple copies of this page as necessary to separately report all bond and contractual obligations per 32-1-1603, C.R.S.

Notes:

<sup>A</sup> **Taxing Entity**—A jurisdiction authorized by law to impose ad valorem property taxes on taxable property located within its territorial limits (please see notes B, C, and H below). For purposes of the DLG 70 only, a *taxing entity* is also a geographic area formerly located within a *taxing entity's* boundaries for which the county assessor certifies a valuation for assessment and which is responsible for payment of its share until retirement of financial obligations incurred by the *taxing entity* when the area was part of the *taxing entity*. For example: an area of excluded property formerly within a special district with outstanding general obligation debt at the time of the exclusion or the area located within the former boundaries of a dissolved district whose outstanding general obligation debt service is administered by another local government<sup>C</sup>.

<sup>B</sup> **Governing Body**—The board of county commissioners, the city council, the board of trustees, the board of directors, or the board of any other entity that is responsible for the certification of the *taxing entity's* mill levy. For example: the board of county commissioners is the governing board ex officio of a county public improvement district (PID); the board of a water and sanitation district constitutes ex officio the board of directors of the water subdistrict.

<sup>C</sup> **Local Government** - For purposes of this line on Page 1 of the DLG 70, the *local government* is the political subdivision under whose authority and within whose boundaries the *taxing entity* was created. The *local government* is authorized to levy property taxes on behalf of the *taxing entity*. For example, for the purposes of this form:

1. a municipality is both the *local government* and the *taxing entity* when levying its own levy for its entire jurisdiction;
2. a city is the *local government* when levying a tax on behalf of a business improvement district (BID) *taxing entity* which it created and whose city council is the BID board;
3. a fire district is the *local government* if it created a subdistrict, the *taxing entity*, on whose behalf the fire district levies property taxes.
4. a town is the *local government* when it provides the service for a dissolved water district and the town board serves as the board of a dissolved water district, the *taxing entity*, for the purpose of certifying a levy for the annual debt service on outstanding obligations.

<sup>D</sup> **GROSS Assessed Value** - There will be a difference between gross assessed valuation and net assessed valuation reported by the county assessor only if there is a “tax increment financing” entity (see below), such as a downtown development authority or an urban renewal authority, within the boundaries of the *taxing entity*. The board of county commissioners certifies each *taxing entity's* total mills upon the *taxing entity's* *Gross Assessed Value* found on Line 2 of Form DLG 57.

<sup>E</sup> **Certification of Valuation by County Assessor, Form DLG 57** - The county assessor(s) uses this form (or one similar) to provide valuation for assessment information to a *taxing entity*. The county assessor must provide this certification no later than August 25<sup>th</sup> each year and may amend it, one time, prior to December 10<sup>th</sup>. Each entity must use the **FINAL** valuation provided by assessor when certifying a tax levy.

<sup>F</sup> **TIF Area**—A downtown development authority (DDA) or urban renewal authority (URA), may form plan areas that use “tax increment financing” to derive revenue from increases in assessed valuation (gross minus net, Form DLG 57 Line 3) attributed to the activities/improvements within the plan area. The DDA or URA receives the differential revenue of each overlapping *taxing entity's* mill levy applied against the *taxing entity's* gross assessed value after subtracting the *taxing entity's* revenues derived from its mill levy applied against the net assessed value.

<sup>G</sup> **NET Assessed Value**—The total taxable assessed valuation from which the *taxing entity* will derive revenues for its uses. It is found on Line 4 of Form DLG 57. **Please Note:** A downtown development authority (DDA) may be both a *taxing entity* and have also created its own *TIF area* and/or have a URA *TIF Area* within the DDA's boundaries. As a result DDAs may both receive operating revenue from their levy applied to their certified *NET assessed value* and also receive TIF revenue generated by any *tax entity* levies overlapping the DDA's *TIF Area*, including the DDA's own operating levy.



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**<sup>H</sup> General Operating Expenses (DLG 70 Page 1 Line 1)**—The levy and accompanying revenue reported on Line 1 is for general operations and includes, in aggregate, all levies for and revenues raised by a *taxing entity* for purposes not lawfully exempted and detailed in Lines 3 through 7 on Page 1 of the DLG 70. For example: a fire pension levy is included in general operating expenses, unless the pension is voter-approved, if voter-approved, use Line 7 (Other).

**<sup>I</sup> Temporary Tax Credit for Operations (DLG 70 Page 1 Line 2)**—The Temporary General Property Tax Credit/ Temporary Mill Levy Rate Reduction of 39-1-111.5, C.R.S. may be applied to the *taxing entity*'s levy for general operations to effect refunds. Temporary Tax Credits (TTCs) are not applicable to other types of levies (non-general operations) certified on this form because these levies are adjusted from year to year as specified by the provisions of any contract or schedule of payments established for the payment of any obligation incurred by the *taxing entity* per 29-1-301(1.7), C.R.S., or they are certified as authorized at election per 29-1-302(2)(b), C.R.S.

**<sup>J</sup> General Obligation Bonds and Interest (DLG 70 Page 1 Line 3)**—Enter on this line the total levy required to pay the annual debt service of all general obligation bonds. Per 29-1-301(1.7) C.R.S., the amount of revenue levied for this purpose cannot be greater than the amount of revenue required for such purpose as specified by the provisions of any contract or schedule of payments. Title 32, Article 1 Special districts and subdistricts must complete Page 2 of the DLG 70.

**<sup>K</sup> Contractual Obligation (DLG 70 Page 1 Line 4)**—If repayment of a contractual obligation with property tax has been approved at election and it is not a general obligation bond (shown on Line 3), the mill levy is entered on this line. Per 29-1-301(1.7) C.R.S., the amount of revenue levied for this purpose cannot be greater than the amount of revenue required for such purpose as specified by the provisions of any contract or schedule of payments.

**<sup>L</sup> Capital Expenditures (DLG 70 Page 1 Line 5)**—These revenues are not subject to the statutory property tax revenue limit if they are approved by counties and municipalities through public hearings pursuant to 29-1-301(1.2) C.R.S. and for special districts through approval from the Division of Local Government pursuant to 29-1-302(1.5) C.R.S. or for any *taxing entity* if approved at election. Only levies approved by these methods should be entered on Line 5.

**<sup>M</sup> Refunds/Abatements (DLG 70 Page 1 Line 6)**—The county assessor reports on the *Certification of Valuation* (DLG 57 Line 11) the amount of revenue from property tax that the local government did not receive in the prior year because taxpayers were given refunds for taxes they had paid or they were given abatements for taxes originally charged to them due to errors made in their property valuation. The local government was due the tax revenue and would have collected it through an adjusted mill levy if the valuation errors had not occurred. Since the government was due the revenue, it may levy, in the subsequent year, a mill to collect the refund/abatement revenue. An abatement/refund mill levy may generate revenues up to, but not exceeding, the refund/abatement amount from Form DLG 57 Line 11.

1. Please Note: Pursuant to Article X, Section 3 of the Colorado Constitution, if the *taxing entity* is in more than one county, as with all levies, the abatement levy must be uniform throughout the entity's boundaries and certified the same to each county. To calculate the abatement/refund levy for a *taxing entity* that is located in more than one county, first total the abatement/refund amounts reported by each county assessor, then divide by the *taxing entity*'s total net assessed value, then multiply by 1,000 and round down to the nearest three decimals to prevent levying for more revenue than was abated/refunded. This results in an abatement/refund mill levy that will be uniformly certified to all of the counties in which the *taxing entity* is located even though the abatement/refund did not occur in all the counties.

**<sup>N</sup> Other (DLG 70 Page 1 Line 7)**—Report other levies and revenue not subject to 29-1-301 C.R.S. that were not reported above. For example: a levy for the purposes of television relay or translator facilities as specified in sections 29-7-101, 29-7-102, and 29-7-105 and 32-1-1005 (1) (a), C.R.S.; a voter-approved fire pension levy; a levy for special purposes such as developmental disabilities, open space, etc.

Proof of Publication

THE TRANSCRIPT  
Colorado Springs, Colorado

STATE OF COLORADO, } ss.  
COUNTY OF EL PASO }

I, Fran Zankowski, Publisher, or the undersigned Authorized Agent of the Publisher, do solemnly swear that I am the Publisher, or Authorized Agent of the Publisher of The Transcript; that the same is a tri-weekly newspaper and published in the County of El Paso, State of Colorado, and has a general circulation therein; that said newspaper has been published continuously and uninterruptedly in said County of El Paso for a period of more than fifty-two consecutive weeks prior to the first publication of the annexed legal notice or advertisement; that said newspaper has been admitted to the United States mails as second-class matter under the provisions of the Act of March 3, 1879, or any amendments thereof, and that said newspaper is a tri-weekly newspaper duly qualified for publishing legal notices and advertisements within the meaning of the laws of the State of Colorado.

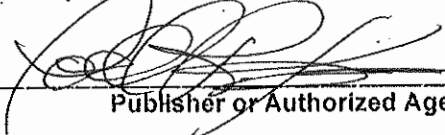
That the annexed legal notice or advertisement was published in the regular and entire issue of every number of said tri-weekly newspapers for the period of 1 consecutive insertion(s), and/or once each week and on the same days of each week; and that the first publication of said notice was in the issue of said newspaper dated.

10, NOVEMBER, A.D. 2023.

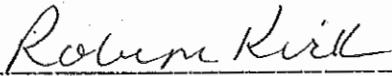
And that the last publication of said notice was in the issue of said newspaper dated:

10, NOVEMBER, A.D. 2023.

In witness whereof, I have hereunto set my hand this 10th day of November, A.D. 2023.

  
\_\_\_\_\_  
Publisher or Authorized Agent

Subscribed and sworn to before me, a notary public in and for the County of El Paso, State of Colorado, this 10th day of November, A.D. 2023.

  
\_\_\_\_\_  
Notary Public

ROBYN KIRK  
Notary Public  
State of Colorado  
Notary ID # 20114063677  
My Commission Expires 10-05-2027

NOTICE CONCERNING  
PROPOSED 2024 BUDGET OF  
BANNING LEWIS RANCH  
METROPOLITAN  
DISTRICT NO. 3

NOTICE is hereby given that a proposed budget has been submitted to the Board of Directors of Banning Lewis Ranch Metropolitan District No. 3 for the ensuing year of 2024; that a copy of such proposed budget has been filed in the office of the District at CliftonLarsonAllen LLP, 121 S. Tejon Street, Suite 1100, Colorado Springs, Colorado, where the same is open for public inspection; and that such proposed budget will be considered at a public hearing of the Board of Directors of the District to be held at North Tree Ranch House 6885 Vista Del Pico Blvd., Colorado Springs, Colorado and via teleconference on Wednesday, November 29, 2023, at 11:00 a.m. To attend and participate by telephone, dial 720-547-5281 and enter passcode 728 931 012#. To attend and participate by videoconference, visit: [https://teams.microsoft.com/join/19%3ameeting\\_MWI30TK2YTKtNTQxMC00M2NmlWLwNmltMzU1MjRlYjNkZGU4%40thread.v2/0?context=%7b%22id%22%3a%24aaa468e-93ba-4ee3-ab9f-6a247aa3ade0%22%2c%22oid%22%3a%225b916fa2-e9dd-42cc-bfd8-f7dd2ed196a6%22%7d](https://teams.microsoft.com/join/19%3ameeting_MWI30TK2YTKtNTQxMC00M2NmlWLwNmltMzU1MjRlYjNkZGU4%40thread.v2/0?context=%7b%22id%22%3a%24aaa468e-93ba-4ee3-ab9f-6a247aa3ade0%22%2c%22oid%22%3a%225b916fa2-e9dd-42cc-bfd8-f7dd2ed196a6%22%7d)

At such public hearing the Board of Directors of the District may certify a property tax levy of approximately 23.758 mills for operations, which may exceed the property tax limits set forth in Sections 29-1-306(2) and (3), C.R.S., and which property tax limitation would only be in effect if Proposition HH passes at the November 7, 2023 election. Any elector within the District may, at any time prior to the final adoption of the budget, inspect the budget and file or register any objections thereto.

BANNING LEWIS RANCH  
METROPOLITAN  
DISTRICT NO. 3

/s/ Troy MacDonald  
Secretary

Publication Date: November 10, 2023  
Published in The Transcript  
DT43404

Published and posted on District's website at least ten (10) days prior to budget hearing.