



St. Vrain

SANITATION DISTRICT

Property Owner: _____

Development (If applicable) _____

Date: _____

RE: Petition for Inclusion

Pursuant to your request, a Petition for Inclusion into the St. Vrain Sanitation District is enclosed. Please complete this form, including your notarized signature and attach the following:

1. Check for Fees

Residential Taxable Fee = $(A \times B \times C) / 1000 = D$
 $D \times E = F$ and $F \times 10 = G$

A- Fair Market Value of Land

A = _____

B- Current Residential Assessment Rate

B = _____

C- Current Mill Levy

C = _____

D- Cost per acre

D = _____

E - # of acres

E = _____

F- Tax for one year

F = _____

G- An incentive fee that is calculated on the past 10 years of taxes that would have been paid to the District.

G = _____

Nonresidential Taxable Fee = $(A \times B \times C) / 1000 = D$
 $D \times E = F$ and $F \times 10 = G$

A- Fair Market Value of Land

A = _____

B- Current nonresidential Assessment Rate

B = _____

C- Current Mill Levy

C = _____

D- Cost per acre

D = _____

E- # of acres

E = _____

F- Tax for one year

F = _____

G- An incentive fee that is calculated on the past 10 years of taxes that would have been paid to the District.

G = _____

Base Fee = $A + (B \times \$20)$

A- Administration Fee (\$1,200.00)

A = \$ _____

B- # of acres _____ x \$20

B = \$ _____

Base Fee + Taxable Fee = Inclusion Fee

Base Fee \$ _____ + Taxable Fee \$ _____ = \$ _____

TOTAL OF FEES DUE WITH THIS PETITION \$ _____

Should engineering and administrative time exceed above value, additional charges may be levied.

* Valid for 60 days from form date.

2. **Signed copy of the Inclusion Agreement (attached).**
3. **Completed Questionnaire (blank attached).**
4. **Copy of the Deed** whereby you acquired Title of said property
5. **Map of property** (1:1000 scale or larger) or AutoCAD compatible copy of map file.
6. **Copies of the Certificate of Good Standings & Corporation or Limited Partnership Resolutions.**

Your attention to detail in completing this petition thoroughly will result in prompt processing by the District.
Return to:

St. Vrain Sanitation District, 11307 Business Park Circle, Firestone, CO. 80504

Upon receipt of all the information requested above, this petition will be brought before the St.Vrain Sanitation District Board for review. Petitions are heard quarterly (Jan/Apr/Jul/Oct) by the Board of Directors. **Petitions must be turned into District office 60 days prior to the hearing date.**

For your information, Weld County levies property tax in behalf of the District to address District debt and operations. The mill levy changes each year, but is moving in a downward trend. Please inquire as to specifics.
Sincerely,

ST. VRAIN SANITATION

District Manager

STATE OF COLORADO)
COUNTY WELD)ss

BEFORE THE BOARD OF DIRECTORS OF
ST. VRAIN SANITATION DISTRICT

PETITION FOR INCLUSION

1. _____ is/are the fee owner(s) of one hundred percent of the following-described real property which is capable of being served by the St. Vrain Sanitation District.
2. The legal description of the property sought to be included under this Petition is as follows:
(Description, or refer to Exhibit) _____

A COPY OF THE DEED WHEREBY I/WE ACQUIRED TITLE IS ATTACHED HERETO. IF APPROPRIATE ATTACH SKETCH OF PROPERTY.

3. The above-described property is: [Check One]
 - Presently included in _____ District; or
 - Not presently included in any district.

This Petition is accompanied by an initial deposit in the amount of \$ _____ for the costs of inclusion proceedings incurred by the St. Vrain Sanitation District.

4. The undersigned assent to the inclusion of the above-described property into the St. Vrain Sanitation District and pray that the Board of Directors of said District grant this Petition after public notice and hearing as provided by law.

Owner _____
Address _____

Owner _____
Address _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by _____

Witness my hand and official seal.

My commission expires: _____.

Notary Public

INCLUSION AGREEMENT

1. PARTIES. The parties to this Agreement are the ST. VRAIN SANITATION DISTRICT (“District”) and _____ (“Owner”).
2. RECITALS AND PURPOSE. District is a governmental entity formed pursuant to Section 32-1-101 et seq, C.R.S., and has established boundaries for various purposes including taxation. District was formed for the purpose of constructing and operating sanitary sewer facilities in the Del Camino area. Owner owns property which was not originally included within the District’s boundaries and now desires to have the property included into the District. The purpose of this Agreement is to set forth the terms and conditions of the inclusion.
3. PROPERTY DESCRIPTION. The property forming the basis of this Agreement is described on Exhibit A which is attached and incorporated herein by reference. This Agreement is applicable only to the property described on Exhibit A and is not transferable to other commonly owned property or property which is the subject of other inclusion proceedings.
4. INCLUSION PROCEEDINGS. Owner has filed a petition for inclusion pursuant to Section 32-1-401, C.R.S. After notice and public hearing, the petition was granted by District’s Board of Directors _____, 20____ subject to certain conditions, including the execution of this Agreement within sixty days of the approval of the petition. Upon execution by both parties, a motion for entry of an order of inclusion pursuant to Section 32-1-401(1)(c), C.R.S., will be filed with the Clerk of the Weld County District Court.
5. AGREEMENT AND ACKNOWLEDGMENT. The parties hereby agree and acknowledge as follows:
 - 5.1 Inclusion into the District is final upon entry of the Court Order of Inclusion.
 - 5.2 Pursuant to Section 4.5 of the District’s Rules and Regulations, should this inclusion be completed and recorded after May 1 but prior to December 31, and thereby be exempt from taxation for the year of inclusion, the Owner shall pay an Inclusion Fee equivalent of the amount of taxes the District would have received from the property for the then current year based upon the date of the District’s order of inclusion. This Inclusion Fee shall be billed by the District and paid at the same time and under the same conditions as that years property tax. (i.e. paid the following year, one-half February 28 and one-half July 31, or full amount April 30).
 - 5.3 Owner acknowledges that inclusion does not guarantee sewer service to the property. Service is contingent upon compliance with the District’s Rules and Regulations, receipt of which Owner hereby acknowledges, and upon District’s available capacity. Owner must separately apply for and purchase taps.

5.4 Owner acknowledges that in the event the property is serviced and owner leases the property, in whole or in part, to a third party the property remains ultimately liable for all fees, assessments, penalties, charges, as well as tax levies, regardless of the terms of the lease or rental agreement. Pursuant to Section 32-1-1001(1)(j), C.R.S., until paid, all such amounts owed constitute a lien on and against the property served, said lien being superior to all other interests including first deeds of trust.

5.5 Owner acknowledges that upon inclusion, the property becomes subject to all subsequent taxes and charges of the District and shall be liable for its proportionate share of existing bonded indebtedness represented by annual tax levy. In the event of future exclusion from the District, the property shall remain obligated to the same extent as all other property remaining within the District, but only for that proportion of the outstanding indebtedness, and interest thereon, existing on the effective date of the exclusion order.

6. DONATION OF EASEMENTS. Owner agrees to donate to the District such easements as may reasonably be required by the District. The District's engineer shall consult with Owner as to probable locations and dimensions of anticipated easements. Owner agrees to execute any and all additional documents or instruments necessary to officiate the purpose of the Agreement.

7. INTEGRATION AND AMENDMENT, This Agreement represents the entire agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties). If any provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect.

8. BINDING EFFECT. This Agreement shall inure to the benefit of, and be binding upon, the parties, and their respective legal representatives, successors, and assigns; provided, however, that nothing in this paragraph shall be construed to permit the assignment of this Agreement except as otherwise specifically authorized herein.

DATED: _____, 20____

OWNER

DATED: _____, 20____

ST. VRAIN SANITATION DISTRICT

BY: _____

St. Vrain Sanitation District
Inclusion Questionnaire
(Attachment to Petition for Inclusion)

1. Name: _____ Date: _____
Address: _____ Name of Development (if applicable): _____
Phone Number: _____

2. Proposed Inclusion Property Description (Legal Description):

3. Acreage: _____ 4. Present Zoning: _____ 5. Present Land Usage _____

6. Current Assessed Value: _____

7. Development Plans on Proposed Inclusion, if any: **(Attach Proposed Development Plan)**

8. Number of Units: _____ Single Family _____ Multi-Family _____
Commercial/Industrial _____ Other (Description) _____

9. Schedule of Development

SFE's (taps) anticipated: Note: One SFE (single family equivalent) = 270 gallons per day

2009: _____	2010: _____	2011: _____
2012: _____	2013: _____	2014: _____
2015: _____	2016: _____	2017: _____

Comments: _____

10. Assessed valuation upon completion of development plan: _____

This data will be used for the analysis of growth, planning, and sewer system capacity within the St. Vrain Sanitation District.