

**RESOLUTION OF THE  
WOODY CREEK METROPOLITAN DISTRICT  
Regarding Adoption of Fees, Rates, Tolls, Penalties, and Charges**

WHEREAS, Woody Creek Metropolitan District (“**District**”) is a special district in Pitkin County, Colorado governed by its Board of Directors (“**Board**”) and operating pursuant to its service plan and Article 1 of Title 32, Colorado Revised Statutes, known as the “Special District Act”; and

WHEREAS, the Board from time to time fixes, increases, or decreases fees, rates, tolls, penalties or charges for services, programs or facilities pursuant to § 32-1-1001(1)(j)(I), C.R.S.; and

WHEREAS, the Board has analyzed the District’s current fees, rates, tolls, penalties, and charges in light of the existing and future demand for services and the District’s facilities, operations, and maintenance costs; and

WHEREAS, the Board deems it necessary to adopt and/or modify certain fees, rates, tolls, penalties, and charges to meet the District’s facilities, operations, and maintenance obligations; and

WHEREAS, the Board hereby desires to adopt this resolution in order to adopt, modify, amend, and/or restate all of the District’s fees, rates, tolls, penalties, and charges so they are incorporated in a single document.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF WOODY CREEK METROPOLITAN DISTRICT, PITKIN COUNTY, COLORADO, THAT:

1. Parking Fees. The Board hereby amends and restates its previously adopted resolution regarding fees for parking and storage of vehicles and materials, which is attached hereto and incorporated herein as **Exhibit A**.

2. Snow Removal Penalties. The Board hereby amends and restates its previously adopted resolution regarding penalties for snow removal violations, which is attached hereto and incorporated herein as **Exhibit B**.

3. Tampering Penalties. The Board hereby rescinds its prior resolution dated August 26, 2019 related to fines for tampering, vandalizing, or interfering with District property or business operations, and hereby adopts new penalties for such actions as set forth in **Exhibit C** attached hereto and incorporated herein.

4. Utility Fees. The Board hereby amends and restates its previously adopted resolution regarding fees for utilities, which is attached hereto and incorporated herein as **Exhibit D**.

5. Storage Fees & Shed Rental. The Board hereby adopts a new fee for storage and for shed rental, which is attached hereto and incorporated herein as **Exhibit E**.

6. Late Fees and Interest. The Board hereby adopts a late fee of \$15 for any invoices that are not paid within five days after the scheduled due date. Interest shall accrue on past due amounts at the rate of 1.5% per month simple interest. Payments shall be credited first to outstanding interest and late fees, and then to principal amounts owed beginning with the oldest balance on the account.

7. Covenant Violation Penalties. Nothing herein shall be deemed to limit the District's authority regarding covenant enforcement and design review as set forth in the protective covenants of the Woody Creek Subdivision.

8. Fees for Consultant Costs. Pursuant to §§ 32-1-1001(1)(h) and (i), C.R.S., the District has engaged consultants, such as a property manager, accountant, and legal counsel ("Consultants"), to facilitate the management, control, and supervision of the District's facilities, business and affairs. The District may incur costs charged by its Consultants related to specific requests, correspondence, or actions of the District's customers, inhabitants, and property owners and enforcement of the District's regulations. In such instances, the District shall be authorized to charge a fee to the applicable customer, inhabitant, or property owner in an amount equal to the amount charged by the District's Consultants. Invoices for such fees shall include a description of the Consultant's services related to the fee. Payment must be made within 30 days of the date of the invoice. Payments not made within 30 days may incur a delinquency charge of \$15.

9. Savings Clause. Any other fees, rates, tolls, penalties, or charges of the District not amended herein shall remain in full force and effect until amended or rescinded by the Board.

10. Fees Constitute Liens. Pursuant to § 32-1-1001(1)(j)(I), C.R.S., until paid, all fees, rates, tolls, penalties, and charges of the District shall constitute a perpetual lien on and against the property served.

11. Rational Basis for Increase. The Board finds, after analyzing and discussing the data presented by its consultants, that the increases to fees, rates, tolls, penalties, and charges described herein bear a rational relationship to the legitimate government purpose of providing safe and efficient services to the customers, inhabitants, and property owners of the District.

12. Legislative Action. This Resolution is a legislative action of the District and may be modified only by formal action of the Board.

APPROVED AND ADOPTED THIS 6TH DAY OF NOVEMBER, 2023.

**WOODY CREEK METROPOLITAN DISTRICT**

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

ATTEST:

By: \_\_\_\_\_  
Secretary or Assistant Secretary

**EXHIBIT A  
(Parking Fees)**

**Parking Rental Policy:**

- Parking space rental for vehicles, boats, RVs, campers, and other miscellaneous items may be obtained with District authorization by contacting the District’s property manager via email at woodycreekparking@gmail.com and wcmdpropmngmt@gmail.com.
- Upon receipt of a request for authorization to rent parking space from the District, the District will determine whether to grant such request, and the size, location, and other aspects of the parking space to be rented. Such determinations shall be at the District’s sole discretion.
- Payment for rented space shall be due on the first day of each month, and may be made by depositing payment in the lockbox at the community laundromat or by mailing payment to Woody Creek Metropolitan District, P.O. Box 343, Woody Creek, CO 81656.

**Violations:**

- Parking or storing items on District-owned property without prior District authorization constitutes a violation of this Parking Rental Policy. Each violation shall be subject to a penalty as set forth herein.
- Unauthorized items stored on District-owned property may be removed or towed away by the District at the property owner’s expense.

**Parking Space Fees:**

Standard Space	\$25/month
Standard Space Late Payment Fee	\$3
Oversized Space	\$50/month
Oversized Late Payment Fee	\$7
Violation Penalty	Up to \$500 per violation

**EXHIBIT B**  
**(Snow Removal Policy)**

**Snow Removal Policy:**

- No person shall be authorized to deposit snow from his or her property into the roadways for at least twenty-four (24) hours after the District has performed snow removal services within the roadways. Snow may be deposited in the roadways immediately prior to the District performing snow removal services. The preferred process is for property owners to relocate snow to their mobile home skirting in order to provide insulation underneath the living area and to insulate water lines.

**Snow Removal Violation Penalties:**

- Violations of the District’s snow removal policy shall result in the following penalties being charged to the property from which the violation occurred:

First Offense during a Season:	\$25 Penalty
Additional Offenses during a Season:	\$50 Penalty

- Any person who creates an accumulation of snow in violation of this policy also shall be responsible for all actual costs incurred by the District, including when the District deems it necessary to hire its snow removal contractor to return and remove snow accumulation from the roadways due to a violation.

**EXHIBIT C**  
**(Tampering Penalties)**

**Prohibited Activity:**

- Tampering, vandalizing, or interfering with the District’s property, business, or operations is prohibited. Interference with the District’s business or operations includes, but is not limited to, impersonating an authorized agent of the District, either verbally or in writing, or seeking to enforce the rules and regulations of the District without authority granted by the District’s Board.

**Penalties:**

- Penalties for engaging in the above-mentioned prohibited activities shall be \$50.
- Persons deemed to have engaged in the above-mentioned prohibited activities shall also be responsible for reimbursing the District for all costs associated with enforcing the District’s rules and regulations and correcting and remediating damages caused by the prohibited activity, including any costs charged by the District’s consultants.
- Penalties charged by the District shall be payable the first day of the month following delivery of the notice of the violation.

**EXHIBIT D**  
**(Water and Wastewater Utility Fees)**

- All water and wastewater utility services are subject to the rules and regulations of the District.
- Fees for Water and Wastewater Utility Services are charged on a monthly basis at the following rates:

Residential	\$63/month
Commercial – 6B	\$538.78/month charged to each of the 3 units
Commercial – Tavern	\$2,500/month
Commercial – Woody Creek Post Office	\$273.18/month

**EXHIBIT E**  
**(Storage Fees & Shed Rentals)**

**Storage Space and Shed Rental Policy**

- Rental of storage space and sheds rentals may be obtained with District authorization by contacting the District’s property manager via email at [woodycreekparking@gmail.com](mailto:woodycreekparking@gmail.com) and [wcmdpropmgmt@gmail.com](mailto:wcmdpropmgmt@gmail.com).
- Upon receipt of a request for authorization to rent storage space or sheds from the District, the District will determine whether to grant such request and the rental terms. Such determinations shall be at the District’s sole discretion.
- Payment shall be due on the first day of each month, and may be made by depositing payment in the lockbox at the community laundromat or by mailing payment to Woody Creek Metropolitan District, P.O. Box 343, Woody Creek, CO 81656.

**Storage Fees:**

Storage	\$1/square foot per month; minimum charge is \$15
Shed Rental (Small)	\$250/month
Shed Rental (Large)	\$400/month