

**BANNING LEWIS RANCH METROPOLITAN DISTRICT NO. 5  
EL PASO COUNTY, COLORADO**

A RESOLUTION CALLING A SPECIAL ELECTION REFERRING A BALLOT ISSUE TO THE ELIGIBLE ELECTORS OF THE DISTRICT PURSUANT TO ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION, AND APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH EL PASO COUNTY FOR THE ELECTION

**BE IT RESOLVED** by the Board of Directors of the Banning Lewis Ranch Metropolitan District No. 5 as follows:

**Section 1.** The District shall hold a special election on November 4, 2025 as part of a coordinated election conducted by the Clerk and Recorder of El Paso County, Colorado. *Charles Wolfensberger* is the designated election official of the District and is authorized and directed to perform all the functions and exercise all the powers of the District in connection with such election, as provided by law, including but not limited to, execution of the Intergovernmental Agreement among the El Paso County Board of County Commissioners, the El Paso County Clerk and Recorder, and the District regarding the Conduct and Administration of the November 4, 2025 Coordinated Election.

**Section 2.** At said election the ballot issue attached as **Exhibit A**, shall be referred to the eligible electors of the District.

**Section 3.** On or before September 5, 2025, the District's designated election official shall certify the said ballot issue to the El Paso County Clerk and Recorder for inclusion on the ballots to be voted by the eligible electors of the District.

**Section 4.** Comments concerning the said ballot issue shall be filed with and received by the District's designated election official no later than end of day on Friday, September 19, 2025. The District's designated election official shall promptly prepare written summaries of comments filed, if any, by persons eligible to vote in the election, one summary of comments in favor of and one of comments in opposition to the said ballot issue.

**Section 5.** On or before Friday, October 3, 2025, the District's designated election official shall prepare and file with the El Paso County Clerk and Recorder the TABOR Notice pertaining to said ballot issue. Such information shall include the written summaries required by Section 4.

**Section 6.** Should any one or more sections or provisions of the resolution be judicially determined invalid or unenforceable, such judgment shall not affect, impair or invalidate the remaining provisions of this resolution, the intention being that the various provisions are severable.

**ADOPTED AND APPROVED** at a special meeting of the Board of Directors of the Banning Lewis Ranch Metropolitan District No. 5 held Friday, August 29, 2025.

  
\_\_\_\_\_  
President

Signed by:  
ATTEST:   
\_\_\_\_\_  
C3BB7DF5E0CB423...  
Secretary/Assistant Secretary

**Exhibit A  
(Form of Ballot Issue)**

**BANNING LEWIS RANCH METROPOLITAN DISTRICT NO. 5 BALLOT ISSUE 6A:**

SHALL ALL UNUSED DEBT AUTHORIZATION GRANTED BY THE VOTERS IN ALL PRIOR ELECTIONS TO BANNING LEWIS RANCH METROPOLITAN DISTRICT NO. 5 BE FOREVER REPEALED AND RESCINDED EFFECTIVE IMMEDIATELY?

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## Editor Delivery Events

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## Timestamp

## Agent Delivery Events

## Status

## Timestamp

## Intermediary Delivery Events

## Status

## Timestamp

## Certified Delivery Events

## Status

## Timestamp

## Carbon Copy Events

## Status

## Timestamp

## Witness Events

## Signature

## Timestamp

## Notary Events

## Signature

## Timestamp

## Envelope Summary Events

## Status

## Timestamps

Envelope Sent

Hashed/Encrypted

9/2/2025 1:45:18 PM

Certified Delivered

Security Checked

9/2/2025 6:53:03 PM

Signing Complete

Security Checked

9/2/2025 6:54:13 PM

Completed

Security Checked

9/2/2025 6:54:13 PM

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