

TOWN OF PARKER COUNCIL AGENDA
March 4, 2019

Notes:

Town Council meeting packets are prepared several days prior to the meeting. This information is reviewed and studied by the Councilmembers eliminating lengthy discussions to gain a basic understanding. Timely action and short discussion on agenda items does not reflect lack of thought or analysis on the part of Council.

Ordinances listed for first reading are being approved to introduce them. Public comment will be held upon second reading.

Start times for regular agenda items are tentative; some items may be held earlier than scheduled time.

1. TOWN COUNCIL MEETING SCHEDULE

- A. 5:30 P.M. – Call to Order Town Council Meeting and Roll Call**
- B. Executive Session – Immediately following Call to Order/Roll Call – (See Attached)**
- C. Reconvene Town Council Meeting at 7:00 P.M. or as soon thereafter as the regular public meeting can be conducted.**

2. SPECIAL PRESENTATIONS

- **Rocky Vista University Recognition**
 - Dr. Clinton Adams
 - Dr. Thomas Told
 - Dr. Anthony LaPorta
- **Teen Court Judges Swearing-In**
 - Judge Kevin Sidel and Carolyn Sheridan, Teen Court Coordinator

3. PARKER CHAMBER OF COMMERCE UPDATES

4. DOWNTOWN BUSINESS ALLIANCE UPDATES

5. PUBLIC COMMENTS 3 Minute Limit (No action will be taken on these items)

6. REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL

7. CONSENT AGENDA

Consent Agenda Items are considered to be routine and will be enacted by one motion and vote. There will be no separate discussion of Consent Agenda Items unless Council votes to remove an item for individual discussion. Ordinances on the Consent Agenda are for introduction only and will not be removed for discussion.

A. APPROVAL OF MINUTES - February 19, 2019

- B. *ORDINANCE NO.1.523.1 First Reading*
A Bill for an Ordinance to Adopt the 2019 Revised Budget for the Town of Parker and to Make Appropriations for the Same
Department: Finance, Mary Lou Brown
Finance, Rhonda Willey
Second Reading: March 18, 2019
- C. *ORDINANCE NO. 9.184.1 - First Reading*
A Bill for an Ordinance to Approve the First Amendment to the Intergovernmental Agreement for Disaster-Emergency Mutual Aid and Disaster-Emergency Resources Assistance By and Between the Board of County Commissioners of the County of Douglas, State of Colorado, and the Town of Castle Rock, the Town of Parker, the City of Lone Tree, the City of Castle Pines, the Town of Larkspur, the Douglas County School District, the Highlands Ranch Metropolitan District, the Douglas County Public Library District and the Douglas County Sheriff Department
Department: Police Department, Andy Coleman
Second Reading: March 18, 2019
- D. *ORDINANCE NO. 3.25.1 - First Reading*
A Bill for an Ordinance Amending Ordinance No. 3.25 by the Deletion of Certain Property from the Planned Development Zoned Area Known as the Country Meadows Planned Development
Department: Community Development, Stacey Nerger
Second Reading: March 18, 2019
- E. *ORDINANCE NO. 1.512.1 - First Reading*
A Bill for an Ordinance Approving the First Amendment to Easement Agreement to Parker Water and Sanitation District Tract D, Reata West Filing No. 1 to Correct the Plat Reference to Tract B, Reata West Filing No. 1, 2nd Amendment
Department: Engineering and Public Works, Alex Mestdagh
Second Reading: March 18, 2019
- F. *RESOLUTION NO. 19-013*
A Resolution to Approve the Senior Capital Pledge Agreement and the Termination of Intergovernmental Financing Agreement for Westcreek Metropolitan District Nos. 1 and 2
Department: Town Attorney, Kristin Schledorn
- G. *RESOLUTION NO. 19-012*
A Resolution to Determine that the Stroh Road Property Substantially Complies with the Requirements of the Annexation Act of 1965 and to Set a Public Hearing Date for April 15, 2019
Department: Community Development, Carolyn Parkinson
Engineering/Public Works, Chris Hudson

H. RESOLUTION NO. 19-014

A Resolution Accepting the Conveyance of a Drainage Easement from Reata Ridge Realty Partners, LLC, for a Portion of Lot 2, Block 10, Stroh Crossing Filing No. 1

*Department: Engineering/Public Works, Alex Mestdagh
TrakIt No: SP 17-075*

I. RESOLUTION NO. 19-015

A Resolution to Amend Resolution No. 16-073, Series of 2016, Concerning the Town of Parker Records Retention Schedule Appendix E Regarding Methods of Record Destruction Pursuant to HB 18-1128

Department: Town Attorney, Kristin Schledorn

8. PUBLIC HEARINGS

RESOLUTION NO. 19-009 -- (Continued from February 4, 2019)

A Resolution to Approve the First Amendment to Consolidated Service Plan for Chambers Highpoint Metropolitan District No. 1 and Chambers Highpoint Metropolitan District No. 2

Department: Town Attorney, Kristin Schledorn

9. ORDINANCES

ORDINANCE NO. 9.285 - Second Reading

A Bill for an Ordinance to Approve the Intergovernmental Agreement Between the E-470 Public Highway Authority and the Town of Parker Regarding the Maintenance of Overlapping Facilities

Department: Engineering/Public Works, Chris Hudson

10. ADJOURNMENT

Parker Town Council

Executive Session Agenda

March 4, 2019

“To hold a conference with the Town’s attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b).”

1. Gregory and Michelle Huff Notice of Claim for Damages pursuant to Colo. Rev. Stat. Section 24-10-109
2. *Town of Parker v. Oltmann, et al*, Colorado Court of Appeals Case No. 18CA0801
3. *Vista South, LLC, et al., v. City of Centennial, et al.*, Douglas County District Court, Case No. 2018CV030354
4. Section 2.9 of the Town of Parker Home Rule Charter (conduct in office)
5. Policy Number 1-2 of the Town of Parker Policy Manual (Elected Official Media Policy)

**TOWN OF PARKER COUNCIL
MINUTES
FEBRUARY 19, 2019**

Mayor Waid called the Town Council meeting to order at 5:59 P.M. Debbie Lewis arrived at 6:03 P.M.

All Councilmembers present except Cheryl Poage, who is out of town, and Debbie Lewis who will be late.

Town Attorney Jim Maloney advised the item tonight is South Metro Fire Rescue Fire Protection District v. Parker Authority for Reinvestment. This is going to be an Attorney-Client communication. There is a potential conflict of interest that we need to address this evening. It concerns Cheryl Poage. When Cheryl was doing her disclosure with me I discussed with her the potential conflict of interest in reference to this lawsuit and at the time she indicated that she would recuse herself from participating in any matters associated with the lawsuit. In a subsequent conversation with Michelle Kivela, she reversed her position and indicated that she did not have a conflict of interest. In order to address this issue, the Mayor then reached out to Cheryl and sent her an email on Thursday, February 14 to schedule some time to talk about this potential conflict of interest. Cheryl responded with some times but apparently they were unable to meet. In the absence of having a phone conversation, there was another exchange of email and the first one was from Mike Waid to Cheryl Poage; this was yesterday, February 18 at 11:46. Jim Maloney read it into the record then he also read Cheryl's response into the record and then there was a discussion as to whether or not Town Council thinks there is a conflict of interest.

"Cheryl,

I'm sorry I wasn't able to reach out on Friday via phone...it has been a crazy week on a personal level. Also, this weekend my son (including today) was fencing in Junior Olympics in Denver so I haven't been able to call.

I need to touch base with you regarding your past role with South Metro and how it relates to conflicts of interest. As you stated in your candidate questionnaire with the town, you had over 40 years of experience with South Metro (which only concluded a few years ago) which constitutes a substantial amount of time. Below is the Town's conflict of interest policy which was explained to you by Jim Maloney when you were first elected."

'Section 3.4 Conflict of Interest.

No member of the Council shall vote on any question in which he has a substantial personal or financial interest, other than the common public interest, or on any question concerning his own conduct. No member of the Council shall have any material or significant financial interest, direct or indirect, or any apparent conflict of interest with the Town. In the event that any Councilmember or any member of his family has or could potentially be construed as having such interest, said Councilmember shall declare such interest. If any Councilmember declares or fails to declare such interest, the remaining members of the Council shall determine by a majority vote whether said interest does in fact constitute a conflict of interest. When such

conflict of interest is established, the remaining Councilmember shall take any action they deem to be in the best interests of the Town, including but not limited to rendering contracts void, which contracts were entered into without knowledge of a conflict of interest.'

"Having over 40 years of experience with a group and that relationship only ending a few years ago does constitute a substantial personal interest. Conflicts do not have to be financial in terms of potential gain but can also include making decisions that are conflicted. Once elected as a Council member you assumed the responsibility of representing all 52,000 citizens and their best interests. This is where Jim felt the conflict was and I understand you agreed at your initial meetings with him.

Please clarify if you still agree on that. Jim said you made it clear that you will not recuse yourself as you feel you don't have a conflict now...which is different than your original position.

If you feel you don't have a conflict and won't self recuse, then the next step would be for Jim to ask council (or a council member to ask council) to have a public vote on if you have a conflict of interest. This would be a public vote of Council and if Council votes in the affirmative of a conflict then you would not be allowed to vote on or be part of any discussions regarding South Metro...the same as if you recused yourself.

Think of it this way...If a council member had worked for Xcel energy for over 40 years and then was asked to vote on the Powerline issue would you have felt that they should recuse themselves from that vote? Or from any negotiations? Even with the most honorable intentions it would still remain best to have the transparency of not participating so that no conflict could be perceived. It is the same here.

So please, let me know if you feel that you should recuse yourself as you originally told Jim you would or if you will not so that I can inform Jim and Council of your decision.

Let me know if you have any questions. Thanks, Mike Waid"

Then Cheryl Poage responded yesterday at 12:44 P.M. to Mike and Cheryl stated: "Enjoy your son's events. I reviewed the policy after my initial meeting with Jim and don't feel that there is a substantial conflict of interest at this time, I receive no financial support from SMFRA and have not since 2016. While I was a volunteer and employed previously by the District, that should not constitute a conflict of interest any more than the fact that I started the Parks, Recreations, and Open Space in Parker, worked on master plan development, and helped to start the Town of Parker.

My opposition to the URAs in Parker stems from the removal of tax funds to all special districts within the Town and strongly feel that the school district, water/sewer districts, and urban drainage are all impacted. We have already seen the impact of the loss of their funds and an increase in residents' mill levies.

Regards, Cheryl Poage"

So that's at least the record on that particular conflict of interest. At this point it is up to Council of how you want to proceed.

Mayor Waid asked the Council how each of them feel in terms of her role because Council has the authority, by simple majority vote, on whether she has a conflict of interest and should not be allowed in those discussions.

Jim Maloney advised we need one of two motions:

1. Cheryl has a personal conflict of interest, or, in the alternative,
2. Cheryl does not have a personal conflict of interest.

Joshua Rivero moved that Councilmember Cheryl Poage has a conflict of interest regarding South Metro Fire Rescue District.

Renee Williams seconded the motion.

Voice Vote:

Josh Rivero - Yes
Renee Williams - Yes
Jeff Toborg - No
John Diak - Yes
Debbie Lewis - Yes

The motion passed 4-1.

COMBINED EXECUTIVE SESSION

Town Attorney Jim Maloney and PAR Attorney Corey Hoffmann announced the topic for discussion in Executive Session is to hold a conference with the Parker Town Attorney and the Attorney for the Parker Authority for Reinvestment to receive legal advice on specific legal questions on South Metro Fire Rescue Fire Protection District v. Parker Authority for Reinvestment, et al., Douglas County District Court Case No. 17CV30549 pursuant to C.R.S. § 24-6-402(4)(b).

Joshua Rivero moved and Debbie Lewis seconded to go into Combined Executive Session to hold a conference with the Parker Town Attorney and the Attorney for the Parker Authority for Reinvestment to receive legal advice on specific legal questions pursuant to § 24-6-402(4)(b).

The motion was approved unanimously.

Renee Williams moved and Debbie Lewis seconded to come out of the Combined Executive Session at 6:44 P.M.

The motion was approved unanimously.

Jeff Toborg moved and Renee Williams seconded to adjourn the Parker Authority for

Reinvestment meeting at 6:45 P.M.

The motion was approved unanimously.

The Town Council meeting was still in session at 6:45 P.M.

Town Attorney Jim Maloney announced the topics for discussion in Executive Session were four (4) items. Under § 24-6-401(4)(e) there were two items, the first was the proposed listing agreement for Town properties and the second was Tri-County Health Funding Request for a State-Grant for consulting services regarding a Household Chemical Roundup Permanent location; under C.R.S. 24-6-402(4)(b) there were two items, the first was to receive legal advice on specific legal questions concerning Sections 2.10 and 15.30 of the Parker Home Rule Charter (special election questions/charter amendments) and the second was to receive legal advice on specific legal questions concerning Senior Capital Pledge Agreement among Westcreek Metropolitan District No. 2, Westcreek Metropolitan District No. 1 and UMB Bank, N.A.

EXECUTIVE SESSION

Joshua Rivero moved and Renee Williams seconded to go into Executive Session at 6:46 P.M. to determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e) and to hold a conference with the Town's attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b).

The motion was approved unanimously.

Renee Williams moved and Debbie Lewis seconded to come out of Executive Session at 7:07 P.M.

The motion was approved unanimously.

Renee Williams moved and Jeff Toborg seconded to recess the Town Council regular meeting at 7:08 P.M.

The motion was approved unanimously.

Mayor Waid reconvened the meeting at 7:17 P.M.

Delaney Huff led the Council and audience in the Pledge of Allegiance.

SPECIAL PRESENTATIONS

Mayor Waid presented Duane and Sylvia Tinnes with a certificate for their 60th Wedding Anniversary Recognition.

PARKER CHAMBER OF COMMERCE UPDATES

There were none.

PUBLIC COMMENTS

Gregg Huff, 11978 Ramble Lane, commented on his daughter's accident.

REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL

Councilmembers reported on meetings they each attended since the last meeting.

CONSENT AGENDA

- A. *APPROVAL OF MINUTES - February 4, 2019*
- B. *FOURTH AMENDMENT TO AMENDED AND RESTATED ANNEXATION AGREEMENT COTTONWOOD HIGHLANDS*
 Department: Engineering/Public Works, Alex Mestdagh
- C. *ORDINANCE NO. 9.285 - First Reading*
 A Bill for an Ordinance to Approve the Intergovernmental Agreement Between the E-470 Public Highway Authority and the Town of Parker Regarding the Maintenance of Overlapping Facilities
 Department: Engineering/Public Works, Chris Hudson
 Second Reading: March 4, 2019
- D. *RESOLUTION NO. 19-010*
 A Resolution to Amend Resolution No. 04-092, Series of 2004, to Approve the Revised Bylaws for the Parker Special Licensing Authority
 Department: Town Clerk, Carol Baumgartner
 Town Attorney, Jim Maloney
- E. *RESOLUTION NO. 19-011*
 A Resolution to Appoint the Officers to the Greater Parker Foundation
 Department: Town Attorney, Jim Maloney
- F. *CONTRACT OVER \$100,000*
 - 1. *2019 Townwide Roadway Reconstruction Program (CIP 19-004)*
 Amount: \$1,247,629.10
 Contractor: T & M Construction, LLC
 Department: Engineering/Public Works, Tom Gill
 - 2. *Motsenbocker Road Widening (CIP 18-009)*
 Amount: \$2,833,586.20
 Contractor: Concrete Express, Inc.
 Department: Engineering/Public Works, Tom Gill

Joshua Rivero moved and Debbie Lewis seconded to approve Consent Agenda Items 6A through 6F.

The motion was approved unanimously.

PUBLIC HEARINGS

LOT 1A, MAINSTREET CENTER, 1ST AMENDMENT - Site Plan Amendment, The Schoolhouse Plaza and Parking Lot

Applicant: Town of Parker
Location: 19650 E. Mainstreet
Department: Community Development, Carolyn Parkinson
TRAKiT No.: SP18-025

7:25 P.M.

The Town proposed a Site Plan Amendment for the final phase of the project as is required by the Land Development Ordinance. The Site Plan Amendment illustrates the proposed improvements that will create an outdoor plaza for use by residents, visitors and patrons of The Schoolhouse. The proposed parking lot improvements will incorporate landscaping, improve drainage and address maintenance issues.

The proposed outdoor plaza will replace the existing, temporary area that was established when the driveway connection to Mainstreet was closed in 2016. The proposed parking lot improvements will upgrade the lot to current standards with new drainage, pavement, landscaping, lighting and a sidewalk connecting Pikes Peak Avenue to the rear entrance of the building. The outdoor plaza and parking lot will be built concurrently.

When this phase is completed, The Schoolhouse will have been completely renovated as a community gathering place, cultural destination and complement to the PACE Center.

Public Comment - None

The Public Hearing was closed at 7:32 P.M.

Joshua Rivero moved to approve, based on staff findings, the site plan amendment to Lot 1A, Mainstreet Center, 1st Amendment, to renovate the existing parking area behind The Schoolhouse and reconfigure the area between Ruth Memorial Chapel and The Schoolhouse to provide a permanent public gathering space with street furnishings similar to those shown on the submitted sample board.

Debbie Lewis seconded the motion.

The motion was approved unanimously.

ORDINANCES**ORDINANCE NO. 1.528 - Second Reading****A Bill for an Ordinance to Approve the 2019 Memorandum of Understanding By and Between SungateKids and Agencies and Jurisdictions in the 18th Judicial District Concerning the Provision of Child Advocacy Service for Abused Children****Department: Police, David King**

Commander Ken La Velle presented this ordinance to Town Council.

SungateKids is a Colorado-based 501(c)(3) nonprofit children advocacy agency serving the 18th Judicial District, which includes Arapahoe, Douglas, Elbert and Lincoln Counties. The current memorandum of understanding has expired and needs to be replaced.

SungateKids offers a new way of providing child advocacy services for abused children using a comprehensive approach for victims and their families. They are a national leader in providing forensic interviews to child victims of crimes. The purpose of the memorandum of understanding is to establish the conditions under which individuals, agencies and jurisdictions in the 18th Judicial District may utilize the resources of the SungateKids during the investigation of allegations of child abuse and or neglect.

The SungateKids is funded by outside sources.

Public Comment - None

Debbie Lewis moved to approve Ordinance No. 1.528 on second reading.

Renee Williams seconded the motion.

The motion was approved unanimously.

The meeting was adjourned at 7:37 P.M.

Carol Baumgartner, Town Clerk

Mike Waid, Mayor



Request for Town Council Action

Date: March 4, 2019

Submitted By: Rhonda Willey, Accounting Manager
Mary Lou Brown, Finance Director

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO.1.523.1 First Reading**
A Bill for an Ordinance to Adopt the 2019 Revised Budget for the Town of Parker and to Make Appropriations for the Same

Department: Finance, Mary Lou Brown
Finance, Rhonda Willey

Second Reading: March 18, 2019

EXECUTIVE SUMMARY

This item is for budget revision for the 2019 annual budget. Details of the revision are listed as Exhibit A attached to the ordinance.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Budget adjustments for the current year budget are submitted to Council for consideration several times a year. This ordinance covers two categories of adjustments.

1. Carryovers, which are the reappropriation of an unspent appropriation from the prior year to the current year.
2. Amendments, which consist of additional or new appropriation requests that were not anticipated at the time of the development of the budget.

Section 9.12 of the Parker Municipal Code provides the authority under which these adjustments may be made.

FINANCIAL IMPACT

Fund	Supplemental Expenditures	Carryover	Total Expenditures	Supplemental Revenue	Net Revision
General	\$ 560,435	\$ 1,665,141	\$ 2,225,576	\$ 557,045	\$ 1,668,531
Parks and Recreation	2,825,000	3,227,175	6,052,175	2,825,000	3,227,175
Law Enforcement Assistance	900	-	900	-	900
Cultural	3,710	923,597	927,307	-	927,307
Recreation	25,000	174,000	199,000	-	199,000
Capital Improvement	-	8,904,075	8,904,075	-	8,904,075
Stormwater	3,056,000	1,591,907	4,647,907	3,056,000	1,591,907
Fleet Services	21,900	90,464	112,364	-	112,364
Information Technology	-	38,520	38,520	-	38,520
Medical Benefits	1,800	-	1,800	1,800	-
Total all funds	\$ 6,494,745	\$ 16,614,879	\$ 23,109,624	\$ 6,439,845	\$ 16,669,779

STRATEGIC GOAL(S)



**SUPPORT AN
ACTIVE COMMUNITY**



**FOSTER COMMUNITY
CREATIVITY AND
ENGAGEMENT**



**INNOVATE WITH
COLLABORATIVE
GOVERNANCE**



**ENHANCE ECONOMIC
VITALITY**



**PROMOTE A SAFE AND
HEALTHY COMMUNITY**



**DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH**

ATTACHMENTS

1. Ordinance No. 1.523.1

RECOMMENDED MOTION

I move to approve Ordinance No. 1.523.1 on first reading and schedule second reading for March 18, 2019, as part of consent agenda.

ORDINANCE NO. 1.523.1, Series of 2019

TITLE: A BILL FOR AN ORDINANCE TO ADOPT THE 2019 REVISED BUDGET FOR THE TOWN OF PARKER AND TO MAKE APPROPRIATIONS FOR THE SAME

WHEREAS, the Home Rule Charter of the Town of Parker specifies that Town Council may make additional appropriations by ordinance during the fiscal year for unanticipated expenditures; and

WHEREAS, upon due and proper notice published and posted in accordance with the Town of Parker Home Rule Charter, said proposed budget revisions are open for inspection by the public at the Town Hall.

NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF PARKER, COLORADO, ORDAINS:

Section 1. The 2019 Revised Budget for the Town of Parker, Colorado, which is attached hereto as **Exhibit A** and incorporated by this reference, is hereby adopted and the monies are appropriated to the various funds as the same are budgeted.

Section 2. Safety Clause. The Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Parker, that it is promulgated for the health, safety and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Town Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained. The Town Council further finds that the title to this Ordinance was posted in two public places two days before the Town Council meeting, as provided by Section 7.5e. of the Town of Parker Home Rule Charter.

Section 3. Severability. If any clause, sentence, paragraph or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

Section 4. This Ordinance shall become effective ten (10) days after final publication.

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2019.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2019.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

Town of Parker
2019 Revised Budget Ordinance 1.523.1

1st Reading

2nd Reading

March 4, 2019

March 18, 2019

Exhibit A

	<u>Revision</u>	<u>2019 Revised Budget</u>
<u>General Fund</u>		
Beginning fund balance (unaudited)		\$ 20,840,284
Revenue		51,428,521
Revenue revision	557,045	# 557,045
Total revised revenue		51,985,566
Total available		72,825,850
Expenditures		52,475,218
2018 Carryover	1,665,141	
Supplemental appropriation	560,435	
Total expenditure revision		2,225,576
Total revised expenditures		54,700,794
Ending fund balance		\$ 18,125,056
<u>Parks and Recreation Fund</u>		
Beginning fund balance (unaudited)		\$ 9,333,964
Revenue		8,689,160
Revenue revision	2,825,000	2,825,000
Total revised revenue		11,514,160
Total available		20,848,124
Expenditures		9,193,446
2018 Carryover	3,227,175	
Supplemental appropriation	2,825,000	
Total expenditure revision		6,052,175
Total revised expenditures		15,245,621
Ending fund balance		\$ 5,602,503

Town of Parker**2019 Revised Budget Ordinance 1.523.1**

1st Reading

2nd Reading

March 4, 2019

March 18, 2019

Exhibit A

	<u>Revision</u>	<u>2019 Revised Budget</u>
<u>Law Enforcement Assistance Fund</u>		
Beginning fund balance (unaudited)		\$ 142,127
Revenue		<u>120,600</u>
Total available		<u>262,727</u>
Expenditures		93,167
Supplemental appropriation	<u>900</u>	
Total expenditure revisions		<u>900</u>
Total revised expenditures		<u>94,067</u>
Ending fund balance		<u><u>\$ 168,660</u></u>
<u>Cultural Fund</u>		
Beginning fund balance (unaudited)		\$ 1,546,199
Revenue		<u>5,341,099</u>
Total available		<u>6,887,298</u>
Expenditures		5,679,121
2018 Carryover	923,597	
Supplemental appropriation	<u>3,710</u>	
Total expenditure revisions		<u>927,307</u>
Total revised expenditures		<u>6,606,428</u>
Ending fund balance		<u><u>\$ 280,870</u></u>

Town of Parker
2019 Revised Budget Ordinance 1.523.1

1st Reading

2nd Reading

March 4, 2019

March 18, 2019

Exhibit A

	<u>Revision</u>	<u>2019 Revised Budget</u>
<u>Recreation Fund</u>		
Beginning fund balance (unaudited)		\$ 2,263,244
Revenue		<u>8,314,845</u>
Total available		<u>10,578,089</u>
Expenditures		9,208,631
2018 Carryover	174,000	
Supplemental appropriation	<u>25,000</u>	
Total expenditure revisions		<u>199,000</u>
Total revised expenditures		<u>9,407,631</u>
Ending fund balance		<u><u>\$ 1,170,458</u></u>
<u>Public Improvements Fund</u>		
Beginning fund balance (unaudited)		\$ 21,214,850
Revenue		<u>11,595,263</u>
Total available		<u>32,810,113</u>
Expenditures		6,825,000
2018 Carryover	<u>8,904,075</u>	
Total expenditure revisions		<u>8,904,075</u>
Total revised expenditures		<u>15,729,075</u>
Ending fund balance		<u><u>\$ 17,081,038</u></u>

Town of Parker**2019 Revised Budget Ordinance 1.523.1**

1st Reading

2nd Reading

March 4, 2019

March 18, 2019

Exhibit A

	<u>Revision</u>	<u>2019 Revised Budget</u>
<u>Stormwater Utility Fund</u>		
Beginning fund balance (unaudited)		\$ 6,691,421
Revenue		2,441,300
Revenue revision	3,056,000	3,056,000
Total revised revenue		<u>5,497,300</u>
Total available		<u>12,188,721</u>
Expenditures		2,132,813
2018 Carryover	1,591,907	
Supplemental appropriation	3,056,000	
Total expenditure revisions		<u>4,647,907</u>
Total revised expenditures		<u>6,780,720</u>
Ending fund balance		<u><u>\$ 5,408,001</u></u>
<u>Fleet Services Fund</u>		
Beginning fund balance (unaudited)		\$ 1,734,242
Revenue		<u>2,587,703</u>
Total available		<u>4,321,945</u>
Expenditures		1,750,498
2018 Carryover	90,464	
Supplemental appropriation	21,900	
Total expenditure revisions		<u>112,364</u>
Total revised expenditures		<u>1,862,862</u>
Ending fund balance		<u><u>\$ 2,459,083</u></u>

Town of Parker**2019 Revised Budget Ordinance 1.523.1**

1st Reading

March 4, 2019

2nd Reading

March 18, 2019

Exhibit A

	<u>Revision</u>	<u>2019 Revised Budget</u>
<u>Information Technology Fund</u>		
Beginning fund balance (unaudited)		\$ 1,899,378
Revenue		<u>3,458,634</u>
Total available		<u>5,358,012</u>
Expenditures		3,706,185
2018 Carryover	<u>38,520</u>	
Total expenditure revisions		<u>38,520</u>
Total revised expenditures		<u>3,744,705</u>
Ending fund balance		<u><u>\$ 1,613,307</u></u>
<u>Medical Benefits Fund</u>		
Beginning fund balance (unaudited)		\$ 677,304
Revenue		3,817,501
Revenue revision	<u>1,800</u>	<u>1,800</u>
Total revised revenue		<u>3,819,301</u>
Total available		<u>4,496,605</u>
Expenditures		3,641,000
Supplemental appropriation	<u>1,800</u>	
Total expenditure revisions		<u>1,800</u>
Total revised expenditures		<u>3,642,800</u>
Ending fund balance		<u><u>\$ 853,805</u></u>

Town of Parker**Exhibit A****Summary of Revisions to 2019 Budget Ordinance 1.523.1**

1st reading 03/04/2019

2nd reading 03/18/2019

	Supplemental Expenditures	Carryover	Total Expenditures	Supplemental Revenue	Net Revision
General Fund	\$ 560,435	\$ 1,665,141	\$ 2,225,576	\$ 557,045	\$ 1,668,531
Parks and Recreation Fund	2,825,000	3,227,175	6,052,175	2,825,000	3,227,175
Law Enforcement Assistance Fund	900	-	900	-	900
Cultural Fund	3,710	923,597	927,307	-	927,307
Recreation Fund	25,000	174,000	199,000	-	199,000
Capital Improvement Fund	-	8,904,075	8,904,075	-	8,904,075
Stormwater Fund	3,056,000	1,591,907	4,647,907	3,056,000	1,591,907
Fleet Services Fund	21,900	90,464	112,364	-	112,364
Information Technology Fund	-	38,520	38,520	-	38,520
Medical Benefits Fund	1,800	-	1,800	1,800	-
Total all funds	<u>\$ 6,494,745</u>	<u>\$ 16,614,879</u>	<u>\$ 23,109,624</u>	<u>\$ 6,439,845</u>	<u>\$ 16,669,779</u>

Town of Parker**Detail of Carryover Revisions to 2019 Budget**

1st reading 03/04/2019

2nd reading 03/18/2019

Description	Amount
General Fund	
Kronos timekeeping upgrade, payroll and human resources conversion - continue to 2019	43,800
Caselle document management - continue to 2019	5,000
Town-wide compensation study	23,525
Urban Design project started late 2018, continue to 2019	19,885
Parker Road Corridor Plan - multi-year, continue to 2019	65,430
Land Development Ordinance Modernization - multi-year project, continue to 2019	291,996
Landscape - parks dedication, started 2018 continue to 2019	20,000
Peaslee Survey determination - project delayed to 2019	3,200
Town Hall building controls - project budgeted 2018 - delayed until 2019	20,000
Town Hall VAV Zone Valves project budgeted 2018 - delayed to 2019	39,000
Impact Fee study - continuing to 2019	65,000
Patrol vehicles purchased in 2018 damaged during transport - delivery in 2019	116,684
Complete Police records management system project	713,331
Evidence freezer purchased in 2018, deliver 2019	5,716
Snow plow blades ordered 2018 delivery 2019	10,283
Existing contract for bridge design	7,400
Park Glenn Way concrete pavement started in 2018 - complete in 2019	46,500
Complete McCabe Meadows parking lot slurry seal	7,600
Existing contract for Country Meadows Square traffic signal design	4,300
Existing contract for North Parker Road operational improvement design	17,200
Pedestrian crossing and signal warrant studies started 2018 - complete 2019	7,703
Sign replacement project bid 2018, complete 2019	35,707
Traffic signal pole/arm parts ordered 2018, delivery 2019	6,312
Lighting repair for traffic	28,144
Lighting upgrade for traffic	29,425
Ancillary marketing support - "Story" videos - continuing to 2019	12,500
Survey work to support Bowey annexation - contracted 2018, start 2019	2,500
Economic Planning Systems - sub area feasibility study	9,000
Parker Premise Warehouse - support of litigation - requested late 2018, continuing to 2019	8,000
Total General Fund carryover revision	\$1,665,141

Town of Parker**Detail of Carryover Revisions to 2019 Budget**

1st reading 03/04/2019

2nd reading 03/18/2019

Description	Amount
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Parks and Recreation Fund

Senior Center study	35,000
East/West trail - final segment and intersection enhancements at Todd Rd	264,992
Harvie Open Space Plan and Development	1,686,815
Existing contract to complete preliminary constraints analyses for East/West trail undercrossing of Jordan Road	35,000
Reseeding and landscaping restoration and sidewalk repair for Sulphur Gulch Trail	10,000
Park identification signage for Auburn Hills Park	10,000
Discovery Park warranty mitigation and additional site furniture	25,400
Reseeding and minor grading mitigation concrete trail Salisbury Park	10,000
Reseeding and minor grading mitigation Auburn Hills Trail connection	10,000
Bar CCC Parking lot construction	1,010,000
Existing contract High Plains Trail construction	47,468
Design and installation of court dividers for Pickleball courts	7,500
Existing contract for Auburn Hills Park design work	75,000

<i>Total Parks and Recreation Fund carryover revision</i>	\$3,227,175
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Cultural Fund

Signage for Schoolhouse purchase delayed due to design of Plaza and Parking Lot	19,500
Schoolhouse Parking Lot and Plaza construction	904,097

<i>Total Cultural Fund carryover revision</i>	\$923,597
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Recreation Fund

Recreation Center boiler replacement - delay to 2019	80,000
Fitness equipment at Recreation Center needed replaced late 2018 - will purchase 2019	20,000
H2O'Brien renovate front desk area and concrete repair not completed in 2018 - continue to 2019	74,000

<i>Total Recreation Fund carryover revision</i>	\$174,000
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Town of Parker**Detail of Carryover Revisions to 2019 Budget**

1st reading 03/04/2019

2nd reading 03/18/2019

Description	Amount
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Public Improvement Fund

Chambers/Cottonwood traffic signal construction - started 2018 - complete 2019	65,500
Canterberry/Idyllwilde traffic signal construction budgeted 2018 - complete 2019	117,181
Jordan/Parkerhouse traffic signal design - started 2018, complete 2019	9,200
Reconstruction Parkglenn Way retaining wall continuing to 2019	268,411
Sidewalk gap closures project started late 2018, continue to 2019	11,400
Roadway safety enhancements budgeted in 2018, complete 2019	131,163
Townwide sign program continuing to 2019	430,700
Jordan Road widening - Hess to Bradbury Parkway continuing to 2019	836,820
Chambers Road - Mainstreet to Hess continuing to 2019	116,155
Lincoln median concrete project awarded late 2018, continue to 2019	888,400
Dransfeldt extension design - Delayed due to IGA - resume 2019	95,000
Summerset Lane extension - project delayed - resume in 2019	329,300
Motsenbocker widening - Clarke Farms to Todd Drive - continuing to 2019	3,347,200
Cottonwood widening 0 Jordan to Parker Road design - continuing to 2019	36,700
Mainstreet North side sidewalk design - continuing to 2019	37,200
J Morgan Extension design - continuing to 2019	131,700
Kings Point Way project delayed due to IGA - continuing to 2019	1,822,545
Powerline undergrounding continued to 2019	209,500
Parker Road sidewalk project revegetation and landscaping	20,000

Total Public Improvement Fund carryover revision	\$8,904,075
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Stormwater Fund

Engineering needs assessment update started in 2018 - complete in 2019	30,000
Cherry Creek Master Plan update 2018 project delayed until 2019	15,000
Lemon Gulch drainage improvements	1,504,577
Newlin Gulch at East/West Trail revegetation	7,410
Parkglenn Trickle Channel revegetation	4,397
McCabe Meadows revegetation	8,850
Sierra Middle School revegetation	21,673

Total Stormwater Fund carryover revision	\$1,591,907
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Fleet Fund

Fleet replacement - Police vehicles totaled late 2018 due to accidents	90,464
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Total Fleet Fund carryover revision	\$90,464
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Town of Parker**Detail of Carryover Revisions to 2019 Budget**

1st reading 03/04/2019

2nd reading 03/18/2019

Description	Amount
Information Technology Fund	
Netapp installation delayed - continue to 2019	7,500
Xirrus annual maintenance - to be billed in 2019 due to reorganization	4,800
Firewall for SDWAN project - started 2018, finishing 2019	6,000
SDWAN project started 2018, completed 2019	20,220
<i>Total Information Technology Fund carryover revision</i>	\$38,520
<i>Total carryover revision</i>	\$16,614,879

Detail of Supplemental Revisions to 2019 Budget Ordinance 1.523.1

1st reading 03/04/2019

2nd reading 03/18/2019

Expenditures**General Fund**

Reduce General Fund contingency to use for overage on fleet replacement for vehicles that were in accidents late 2018	(21,900)
Additional of part time staff for Sales Tax division - funded by additional audit revenue	27,000
Town Clerk part time benefitted position to be filled in 2019	34,500
Additional legal expenditures expected in 2019 - funded by judgement	16,295
Teen Court expenditure of 2018 restricted revenue	2,140
Right of Way Vegetation Enhancement Program - funded by PSCo Mitigation agreement	304,000
Tree/Landscape Program - funded by PSCo Mitigation agreement	185,500
Night vision goggles for SWAT team - funded by seizure revenue	12,900

<i>Total General Fund expenditure supplemental revision</i>	<u>\$560,435</u>
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Parks & Recreation Fund

Rowley Downs Trail Connection - funded by PSCo Mitigation agreement	305,000
Olde Town Mid-block Trail Connection - funded by PSCo Mitigation agreement	50,000
Auburn Hills Community Park - funded by PSCo Mitigation agreement	1,170,000
East/West Trail grad under crossing at Jordan Road - funded by PSCo Mitigation agreement	1,300,000

<i>Total Parks & Recreation Fund expenditure supplemental revision</i>	<u>\$2,825,000</u>
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Law Enforcement Assistance Fund

Workers compensation premium correction	900
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<i>Total Parks & Recreation Fund expenditure supplemental revision</i>	<u>\$900</u>
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Cultural Fund

Cultural education scholarship expenditure of 2018 restricted revenue	3,710
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<i>Total Cultural Fund expenditure supplemental revision</i>	<u>\$3,710</u>
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Recreation Fund

Special Interest Division budget error correction for professional services	25,000
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<i>Total Recreation Fund expenditure supplemental revision</i>	<u>\$25,000</u>
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Detail of Supplemental Revisions to 2019 Budget Ordinance 1.523.1

1st reading 03/04/2019

2nd reading 03/18/2019

Stormwater Utility Fund

Lemon Gulch at Tributary at Hess Ranch - funded by developer contribution	500,000
Green Acres Tributary at Compark Village South - funded by developer contribution	470,000
Lemon Gulch downstream of Crowfoot Valley Road - funded by developer contribution	1,786,000
West Stroh Gulch at Anthology North - funded by developer contribution	300,000

<i>Total Stormwater Utility Fund expenditure supplemental revision</i>	500,000
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Fleet Service Fund

Additional funding to replace fleet vehicles that were in accidents in late 2018. Funding coming from General Fund contingency	21,900
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<i>Total Fleet Services Fund expenditure supplemental revision</i>	21,900
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Medical Benefits Fund

Employee wellness program expenditures - funded by Cigna	1,800
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<i>Total Medical Benefits Fund expenditure supplemental revision</i>	1,800
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<i>Total expenditure supplemental revision</i>	500,000
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Detail of Supplemental Revisions to 2019 Budget Ordinance 1.523.1

1st reading 03/04/2019

2nd reading 03/18/2019

Revenues**General Fund**

Reduce Communications sponsorship revenue to fix error	(11,650)
Sales tax audit revenue - cover additional sales tax part time staff	50,000
Legal judgement received	16,295
PSCo Mitigation Agreement	489,500
Seizure Fund - cover night vision goggles for SWAT	12,900

<i>Total General Fund revenue supplemental revision</i>	\$557,045
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Parks & Recreation Fund

PSCo Mitigation Agreement	2,825,000
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<i>Total Parks & Recreation Fund revenue supplemental revision</i>	\$2,825,000
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Stormwater Utility Fund

Developer contribution - Lemon Gulch at Tributary at Hess Ranch	500,000
Developer contribution - Green Acres Tributary at Compark Village South	470,000
Developer contribution - Lemon Gulch downstream of Crowfoot Valley Road	1,786,000
Developer contribution - West Stroh Gulch at Anthology North	300,000

<i>Total Stormwater Utility Fund revenue supplemental revision</i>	\$3,056,000
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Medical Benefits Fund

Cigna contribution towards employee wellness program	1,800
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<i>Total Medical Benefits Fund revenue supplemental revision</i>	\$1,800
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<i>Total revenue supplemental revision</i>	\$6,439,845
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Request for Town Council Action

Date: March 4, 2019

Submitted By: David King, Chief
Jim Tsurapas, Deputy Chief

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 9.184.1 - First Reading**
A Bill for an Ordinance to Approve the First Amendment to the Intergovernmental Agreement for Disaster-Emergency Mutual Aid and Disaster-Emergency Resources Assistance By and Between the Board of County Commissioners of the County of Douglas, State of Colorado, and the Town of Castle Rock, the Town of Parker, the City of Lone Tree, the City of Castle Pines, the Town of Larkspur, the Douglas County School District, the Highlands Ranch Metropolitan District, the Douglas County Public Library District and the Douglas County Sheriff Department

Department: Police Department, Andy Coleman
Second Reading: March 18, 2019

EXECUTIVE SUMMARY

The parties to this Intergovernmental Agreement (IGA) desire to more clearly define the purpose and membership of the Emergency Management Coordination Group (EMCG) to more effectively serve the needs of the participants and the local emergency services community as a whole. As such, they are requesting that paragraphs 3, 5 and 6 of the current IGA dated August 15, 2011, be deleted in their entirety and replaced with the new terms which are included in the attached IGA.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The purpose of the EMCG is to work collaboratively to combine planning, training, and combined exercise opportunities that will foster better working relationships throughout the local emergency management community. The EMCG will meet quarterly or as often as the

participants of the EMCG determine is most effective.

FINANCIAL IMPACT

None. In the event of a Disaster-Emergency mutual aid response or a Disaster-Emergency resources assistance request, all expenses are covered by or reimbursed by FEMA.

STRATEGIC GOAL(S)

PROMOTE A SAFE AND
HEALTHY COMMUNITY



INNOVATE WITH
COLLABORATIVE
GOVERNANCE

ATTACHMENTS

1. Ordinance 9.184.1

RECOMMENDED MOTION

I move to approve Ordinance No. 9.184.1 on first reading and to schedule second reading for March 18, 2019, as part of the consent agenda.

ORDINANCE NO. 9.184.1, Series of 2019

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT FOR DISASTER-EMERGENCY MUTUAL AID AND DISASTER-EMERGENCY RESOURCES ASSISTANCE BY AND BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO, AND THE TOWN OF CASTLE ROCK, THE TOWN OF PARKER, THE CITY OF LONE TREE, THE CITY OF CASTLE PINES, THE TOWN OF LARKSPUR, THE DOUGLAS COUNTY SCHOOL DISTRICT, THE HIGHLANDS RANCH METROPOLITAN DISTRICT, THE DOUGLAS COUNTY PUBLIC LIBRARY DISTRICT AND THE DOUGLAS COUNTY SHERIFF

NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF PARKER, COLORADO, ORDAINS:

Section 1. The Town Council of the Town of Parker hereby approves the First Amendment to the Intergovernmental Agreement for Disaster-Emergency Mutual Aid and Disaster-Emergency Resources Assistance by and between the Board of County Commissioners of the County of Douglas, State of Colorado, and the Town of Castle Rock, the Town of Parker, the City of Lone Tree, the City of Castle Pines, the Town of Larkspur, the Douglas County School District, the Highlands Ranch Metropolitan District, the Douglas County Public Library District and the Douglas County Sheriff, which is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to enter into the First Amendment on behalf of the Town.

Section 2. Safety Clause. The Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Parker, that it is promulgated for the health, safety and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Town Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained. The Town Council further finds that the title to this Ordinance was posted in two public places two days before the Town Council meeting, as provided by Section 7.5e. of the Town of Parker Home Rule Charter.

Section 3. Severability. If any clause, sentence, paragraph or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

Section 4. This Ordinance shall become effective ten (10) days after final publication.

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____,
2019.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2019.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

EXHIBIT 1

FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT FOR DISASTER-EMERGENCY MUTUAL AID AND DISASTER- EMERGENCY RESOURCES ASSISTANCE

THIS FIRST AMENDMENT is entered into as of this ____ day of _____, 2019, by and between the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO** (the "County") and the **TOWN OF CASTLE ROCK, the TOWN OF PARKER, the CITY OF LONE TREE, the CITY of CASTLE PINES, the TOWN OF LARKSPUR, the DOUGLAS COUNTY SCHOOL DISTRICT, the HIGHLANDS RANCH METROPOLITAN DISTRICT, the DOUGLAS COUNTY PUBLIC LIBRARY DISTRICT, and the DOUGLAS COUNTY SHERIFF** (collectively hereafter the "Parties" and individually, each, a "Party").

WHEREAS, on August 15, 2011 the Parties entered into the Intergovernmental Agreement for Disaster-Emergency Mutual Aid and Disaster-Emergency Resources Assistance ("IGA"), which created a new entity called the Emergency Management Coordination Group ("EMCG") to replace the Douglas County Incident Management Team ("DC-IMT") Selection Committee, among other responsibilities; and

WHEREAS, after seven years of working together, the Parties are looking to more clearly define the purpose and membership of the EMCG to more effectively serve the needs of the participants and the local emergency services community as a whole; and

WHEREAS, the County wishes to remove the EMCG as the oversight and approval authority for the DC-IMT so that those responsibilities may revert to the incident commanders and the Douglas County Director of the Office of Emergency Management; and

WHEREAS, the County did not establish the "Douglas County Policy Center" as originally required in Paragraph 6 of the IGA.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. Paragraph 3 of the IGA is hereby deleted and replaced with the following:

"TERM. As to each Party, the term of this IGA shall run from the date of execution through December 31, 2023. Thereafter, this IGA shall continue for successive five-year terms, provided however any Party may terminate its participation in this IGA in accordance with the provisions of Paragraphs 7 and 11. In the event of termination by a Party, this IGA shall continue with respect to the remaining Parties."

2. Paragraph 5, Section D, of the IGA is hereby deleted and replaced with the following:

"D. Support and participate in the Douglas County Emergency Management Coordinating Group (EMCG) comprised of the Douglas County Sheriff, the Chief of Police of another law enforcement agency

located wholly within Douglas County, a representative of the Douglas County Fire Chief's Association, the Chief or a Board Member of another Douglas County Fire service agency, a Douglas County Commissioner, an elected official of a Party, and a citizen of Douglas County knowledgeable in emergency management services. The Director of Emergency Management of Douglas County shall serve as an ex-officio member as well as the coordinator/facilitator of the EMCG. Representatives to the EMCG shall be jointly appointed by the Board of Douglas County Commissioners and the Douglas County Sheriff.

The purpose of the EMCG is to work collaboratively to combine planning, training, and combined exercise opportunities that will foster better working relationships throughout the local emergency management community. The EMCG will meet quarterly or as often as the participants of the EMCG determine is most effective."

3. Paragraph 6, Section C, is hereby deleted in its entirety.
4. Paragraph 6, Section D, is hereby deleted and replaced with the following:

"D. Training and exercise planning and assistance for the Parties."
5. The remainder of the IGA shall remain in full force and effect.
6. This First Amendment shall be executed by each Party's governing body, in accordance with Section 9 of the IGA, on separate signature pages. Original pages shall be recorded and held by the Douglas County Clerk and Recorder.

IN WITNESS WHEREOF, the Parties have executed this First Amendment as of the date first above written.

**BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS,
STATE OF COLORADO**

ATTEST:

LORA L THOMAS, Chair
Douglas County Board of Commissioners

EMILY WRENN
Deputy Clerk & Recorder

DOUGLAS COUNTY SHERIFF

TONY SPURLOCK, Sheriff

TOWN OF CASTLE ROCK

ATTEST:

Mayor

Town Clerk

TOWN OR PARKER

ATTEST:

Mike Waid, Mayor

Carol Baumgartner, Town Clerk

CITY OF LONE TREE

ATTEST:

Jacqueline A. Millet, Mayor

City Clerk

CITY OF CASTLE PINES

ATTEST:

Mayor

City Clerk

TOWN OF LARKSPUR

ATTEST:

Mayor

Town Clerk

DOUGLAS COUNTY SCHOOL DISTRICT

ATTEST:

President

Secretary

HIGHLANDS RANCH METROPOLITAN DISTRICT

ATTEST:

Chair

Secretary

DOUGLAS COUNTY PUBLIC LIBRARY DISTRICT

ATTEST:

President

Secretary



Request for Town Council Action

Date: March 4, 2019

Submitted By: Stacey Nerger, Associate Planner
John Fussa, Community Development Director

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 3.25.1 - First Reading**
A Bill for an Ordinance Amending Ordinance No. 3.25 by the
Deletion of Certain Property from the Planned Development
Zoned Area Known as the Country Meadows Planned
Development

Department: Community Development, Stacey
Nerger

Second Reading: March 18, 2019

EXECUTIVE SUMMARY

The intent of this ordinance is to update the Country Meadows Planned Development (PD) zoning by amending the PD to remove the commercial area from the PD. The commercial area within the Country Meadows PD was rezoned to C-Commercial in April of 2018. The proposed ordinance to remove the commercial area from the Country Meadows PD is not required but updates the PD to reflect that the commercial area will be removed from the PD.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The property was annexed into the Town in 1983 as part of the Country Meadows Planned Development.

In 1991, the entire commercial property was platted as part of the Country Meadows Subdivision as an unbuildable tract.

In 2004, the Property was replatted into eight buildable lots with the Country Meadows Square Minor Development Plat.

In 2007, two Site Plans were approved on the property. The first was for an 11,000 square foot child care center and the second for a 4,488 square foot Service Street Automotive Repair Shop.

In 2009, a Site Plan was approved for the 7-Eleven service station and convenience store.

In 2017, two additional Site Plans were approved for the property. The first was for a 6,000 square foot dental office and the second for a 41,000 square foot multi-tenant commercial development with two buildings.

On April 2, 2018, Town Council approved the rezoning of the commercial lots from Country Meadows Planned Development to C-Commercial.

This proposed ordinance will provide documentation and clarification of the zoning by removing the commercial area from the Country Meadows Planned Development. The rezoning of the commercial area to C-Commercial was approved in April of 2018 and aligned the permitted uses within the commercial area with the Parker 2035 Master Plan recommendations for Neighborhood Centers. Based upon the April 2018 rezoning, staff recommends approval of the ordinance.

The Planning Commission will hold a public hearing and make a recommendation to Town Council for the ordinance on February 28, 2019.

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)



ENHANCE ECONOMIC
VITALITY



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH

ATTACHMENTS

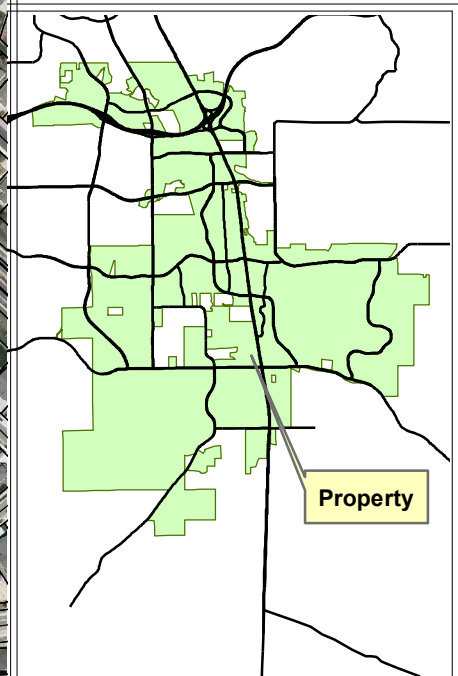
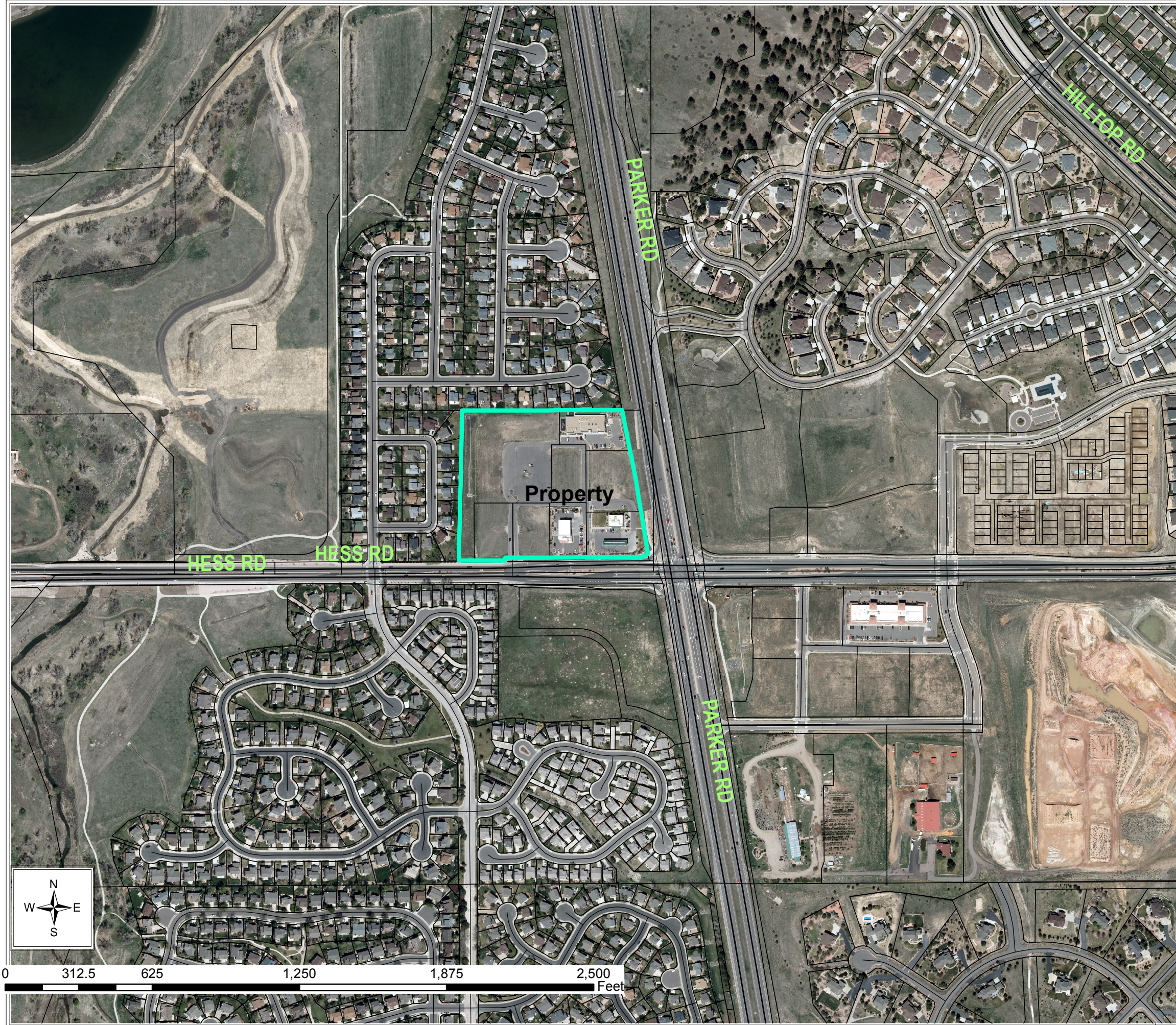
1. VicinityMap
2. Planning Commission Staff Report
3. Ordinance No. 3.25.1

RECOMMENDED MOTION

I move to approve Ordinance No. 3.25.1 on first reading and to schedule second reading for March 18, 2019, as part of the consent agenda.

Ordinance 3.25.1

Rezoning



Legend

- Site
- Roads

Narrative:
Proposed Ordinance to remove the commercial properties from the Country Meadows Planned Development.

Planner: Stacey Nerger
Hearing Schedules:

Planning Commission:
February 28, 2019

Town Council:
March 4, 2019 (1st Reading)
March 18, 2019 (2nd Reading)



Planning Commission Staff Report

Planning Commission Date: 2/28/2019

Town Council Date: 3/18/2019

Hearing Type: Public Meeting
ORDINANCE NO. 3.25.1
A Bill for an Ordinance Amending Ordinance No. 3.25
by the Deletion of Certain Property from the Planned
Development Zoned Area Known as the Country
Meadows Planned Development
TRAKiT No.: Z18-002

Location: Northwest corner of Hess Ranch and Parker Road
Country Meadows Square Lots 1 - 8

Project Planner: Stacey Nerger, Planner

Applicant: Community Development Department

Executive Summary: The Community Development Department is requesting
to amend the Country Meadows Planned Development
to remove the commercial area from the Planned
Development zoning.

Staff Recommendation: Approval

RECOMMENDED MOTION

"I move the Planning Commission recommend Town Council approve Ordinance No. 3.25.1."

ALTERNATIVE MOTIONS

***"I move the Planning Commission recommend Town Council approve Ordinance No. 3.25.1,
subject to the following conditions:"***

-List proposed conditions

***"I move the Planning Commission recommend Town Council deny Ordinance No. 3.25.1 as the
request does not meet the following approval criteria:"***

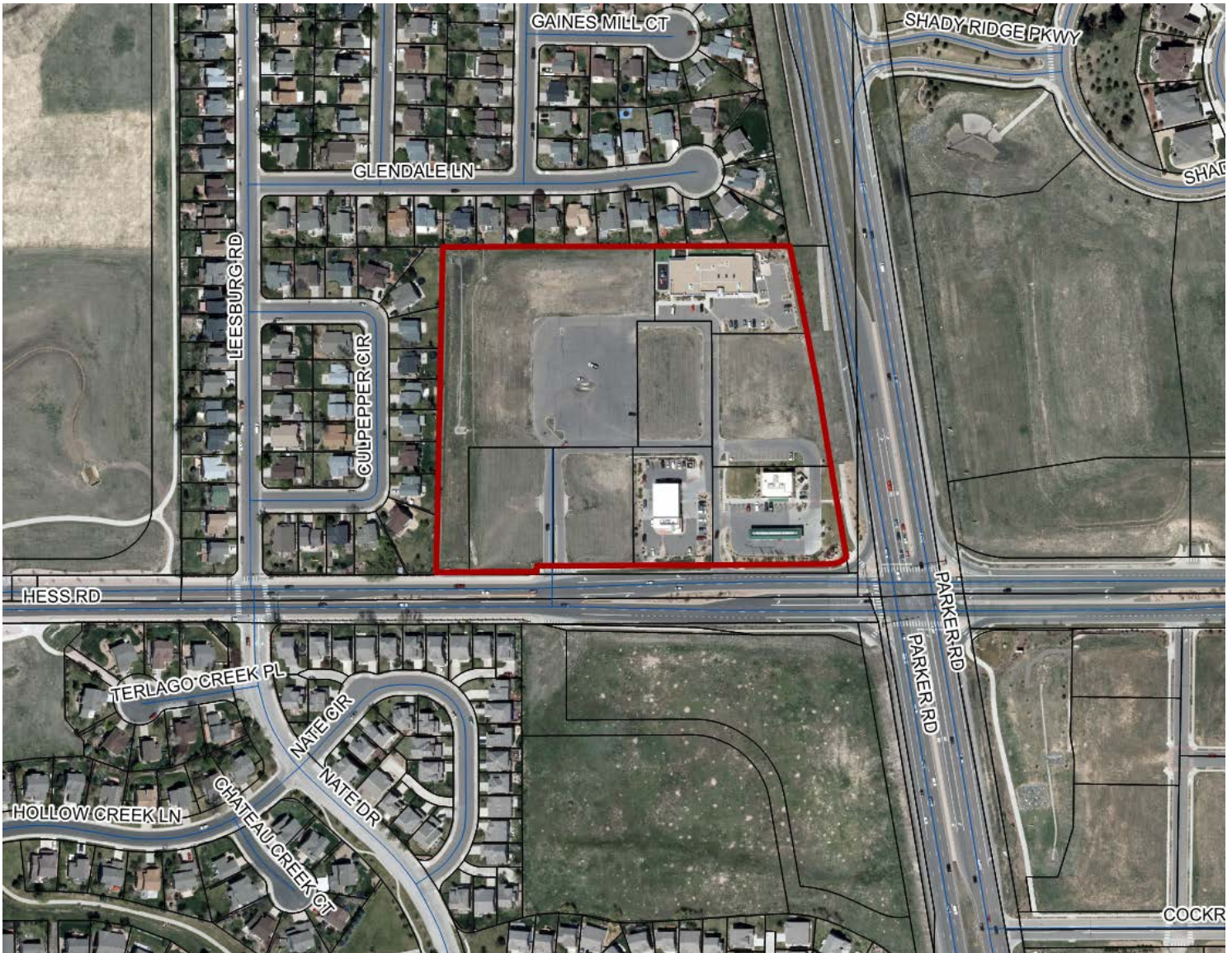
-List criteria not met (either by staff or Planning Commission)

"I move the Planning Commission vote to continue Ordinance No. 3.25.1 to a future date."

I. BACKGROUND/DISCUSSION

The intent of this ordinance is to clean up the Country Meadows Planned Development zoning by removing the commercial area from the Planned Development. The commercial lots within the Country Meadows Planned Development were rezoned to C-Commercial in April 2018. The proposed ordinance to remove the commercial lots from the Country Meadows Planned Development is not required, but creates documentation that the Planned Development zoning no longer applies to the commercial properties.

Vicinity Map



II. PRIOR ACTIONS

Date	Action
1983	Town Council approved the annexation and zoning of the Country Meadows Property.
1991	Town Council approved the Country Meadows Filing No. 1 plat, which platted the commercial property as an unbuildable tract.
2004	Town Council approved the Country Meadows Square Minor Development Plat which platted the property into eight buildable lots.
2007	Planning Commission approved two site plans on the property, one for an 11,000 square-foot child care center and the second for a 4,488 square-foot Service Street Automotive Repair Shop.
2009	Planning Commission approved a site plan for the 7-Eleven convenience store.
2017	The Community Development Department administratively approved two additional site plans for the property. One for a 6,000 square-foot dental office and the second for 41,000 square-feet of commercial retail space within three multi-tenant buildings.
April 2, 2018	Town Council approved the rezoning of the commercial lots from Country Meadows Planned Development to C-Commercial.

III. CURRENT SITE DATA

Existing Zoning	C - Commercial District		
Overlay District	N/A		
PD & Plan Area	Country Meadows Planned Development		
Master Plan Area	Neighborhood Center		
Site Acreage	10.65 acres		
Subdivision	Country Meadows Square		
Existing Use	Commercial		
Surrounding Uses			
	Master Plan Land Use	Zoning	Existing Use
North	Medium Density Residential	PD - Planned Development	Single-family residential
South	Neighborhood Center	PD - Planned Development	Vacant commercial land
East	Neighborhood Center	PD - Planned Development	Parker Road and Commercial buildings under construction
West	Medium Density Residential	PD - Planned Development	Single-family residential

IV. CONCLUSION

This proposed ordinance will provide documentation and clarification of the zoning by removing the commercial properties from the Country Meadows Planned Development. Rezoning the property to C-Commercial was approved in April 2018 and aligned the uses permitted by zoning with the Parker 2035 Master Plan's vision for a Neighborhood Center. Based on this information staff is recommending the Planning Commission recommend Town Council approval of the ordinance.

V. RECOMMENDED CONDITIONS

None

VI. ATTACHMENTS

Ordinance No. 3.25.1

Report Approved By: Bryce Matthews, Planning Manager

Through: Jason Rogers, Deputy Community Development Director

ORDINANCE NO. 3.25.1, Series of 2019

TITLE: A BILL FOR AN ORDINANCE AMENDING ORDINANCE NO. 3.25 BY THE DELETION OF CERTAIN PROPERTY FROM THE PLANNED DEVELOPMENT ZONED AREA KNOWN AS THE COUNTRY MEADOWS PLANNED DEVELOPMENT

NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF PARKER, COLORADO, ORDAINS:

Section 1. Finding of Fact.

a. Application was made for rezoning certain property described in the attached **Exhibit A**, which is a portion of the property known as the Country Meadows Planned Development, which was zoned Planned Development, pursuant to Town of Parker Ordinance No. 3.25 (the "Property"), to rezone the Property modified commercial district.

a. Public notice was given of such rezoning by publication on the Town of Parker's website, at Country Meadows Planned Development least fifteen (15) days prior to the public hearing of such rezoning.

b. Written notice was sent by first class mail to all owners of property that abut the Property, at least fifteen (15) days prior to the public hearing.

d. Notice of such proposed hearing was posted on the property for fifteen (15) consecutive days prior to said hearing.

e. The factors contained in Section 13.04.240(b)(6)(f) of the Parker Land Development Ordinance for rezoning of the property described in Exhibit A to modified commercial district have been satisfied.

Section 2. The Property is hereby deleted from the Planned Development area known as the Country Meadows Planned Development, as described in Town of Parker Ordinance No. 3.25, Series of 2018, and is rezoned as more particularly set forth in Ordinance No. 3.332, approved concurrently herewith.

Section 3. The Zoning Ordinance and Zoning Map are hereby amended to conform with the zoning change to the property.

Section 4. Approval of this Ordinance does not create a vested property right. Vested property rights may arise and accrue pursuant to the provisions of Ordinance No. 3.65.1 of the Town of Parker.

Section 5. Safety Clause. The Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Parker, that it is promulgated for the health, safety and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare.

The Town Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained. The Town Council further finds that the title to this Ordinance was posted in two public places two days before the Town Council meeting, as provided by Section 7.5e. of the Town of Parker Home Rule Charter.

Section 6. Severability. If any clause, sentence, paragraph or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

Section 7. This Ordinance shall become effective ten (10) days after final publication.

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____,
2019.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2019.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

EXHIBIT A

LEGAL DESCRIPTION:

Being comprised of Lots 4, 7, and 8 of Country Meadows Square, Recorded at Reception Number 2005036081, Lot 3A of the Country Meadows Square, 1st Amendment, Recorded at Reception Number 2007081575, Lot 1 of the Country Meadows Square, 2nd Amendment, Recorded at Reception Number 2008041235, and Lots 2, 5, and 6 of the Country Meadows Square, 3rd Amendment, Recorded at Reception Number 2017055076 all in the records of the Douglas County Clerk and Recorder. Situated in the Southeast Quarter of Section 27, Township 6 South, Range 66 West of the 6th P.M., Town of Parker, County of Douglas, State of Colorado.



Request for Town Council Action

Date: March 4, 2019

Submitted By: Alex Mestdagh, Engineering Service Manager

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 1.512.1 - First Reading**
A Bill for an Ordinance Approving the First Amendment to
Easement Agreement to Parker Water and Sanitation District
Tract D, Reata West Filing No. 1 to Correct the Plat
Reference to Tract B, Reata West Filing No. 1, 2nd
Amendment

Department: Engineering and Public Works, Alex
Mestdagh

Second Reading: March 18, 2019

EXECUTIVE SUMMARY

This item accompanies an ordinance proposing to amend an easement agreement between the Town and the Parker Water and Sanitation District (PWSD). This amendment is necessary to correct an error in the agreement's legal description of the easement property.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

In May of 2018, the Town Council approved an ordinance granting a waterline easement to PWSD over a Town-owned parcel located within the Reata West development. This easement was requested to accommodate the construction of a waterline extension that is planned to stretch from Stroh Road to south of the Town boundary. This waterline is needed to serve future developments within the Town and unincorporated Douglas County, most notably the Trails at Crowfoot development that is currently beginning construction. The waterline will also provide service to any future park facilities constructed on the Town's nearby 40-acre parcel, located south of Kinney Creek. This waterline will be constructed by the developer of the Cielo project, which is located within unincorporated Douglas County, and is scheduled to begin this spring.

Several months after the Town granted this easement to PWSD, an error was discovered in the legal description for the easement area that the Cielo developer provided to PWSD for this easement. The description used information from a plat for the property that had since been amended. This plat amendment had modified the boundaries of the parcels over which the easement was granted, requiring the easement agreement to be amended to reference the correct parcel boundaries and names.

The easement amendment proposes to replace the legal description of the easement area with a corrected version, which results in a slight reduction in the easement area being granted. No other changes to the easement agreement are proposed with this amendment.

FINANCIAL IMPACT

No direct payment for this easement was required. The waterline will be constructed through the Town-owned properties at no cost to the Town, saving the Town considerable future infrastructure costs. The developer has also agreed to increase the size of the waterline through the Town's parcels to ensure the line will have capacity to accommodate any future parks and rec uses on the property.

STRATEGIC GOAL(S)



INNOVATE WITH
COLLABORATIVE
GOVERNANCE



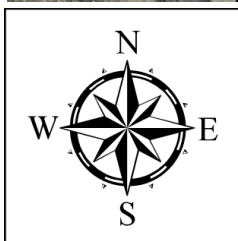
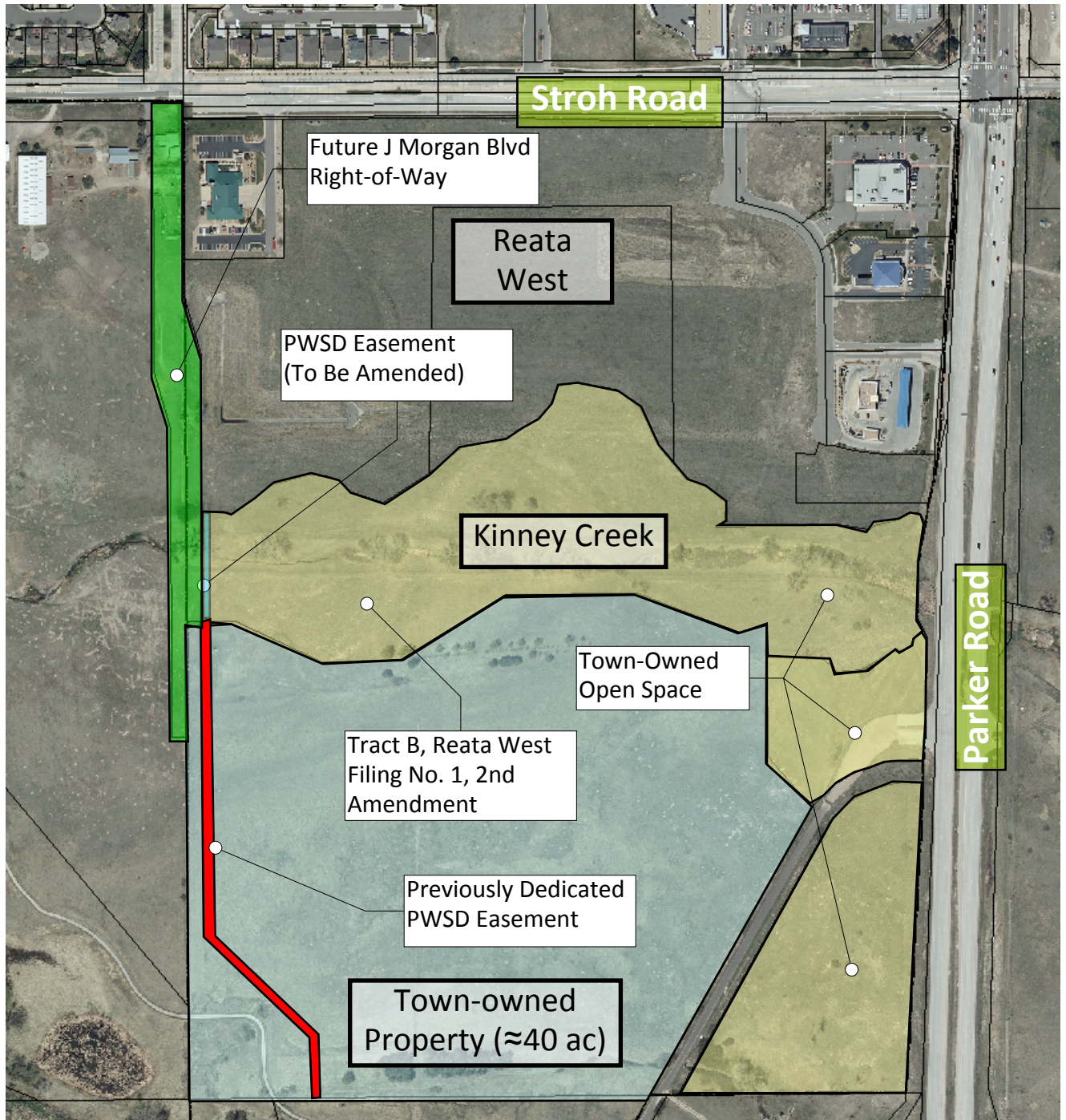
PROMOTE A SAFE AND
HEALTHY COMMUNITY

ATTACHMENTS

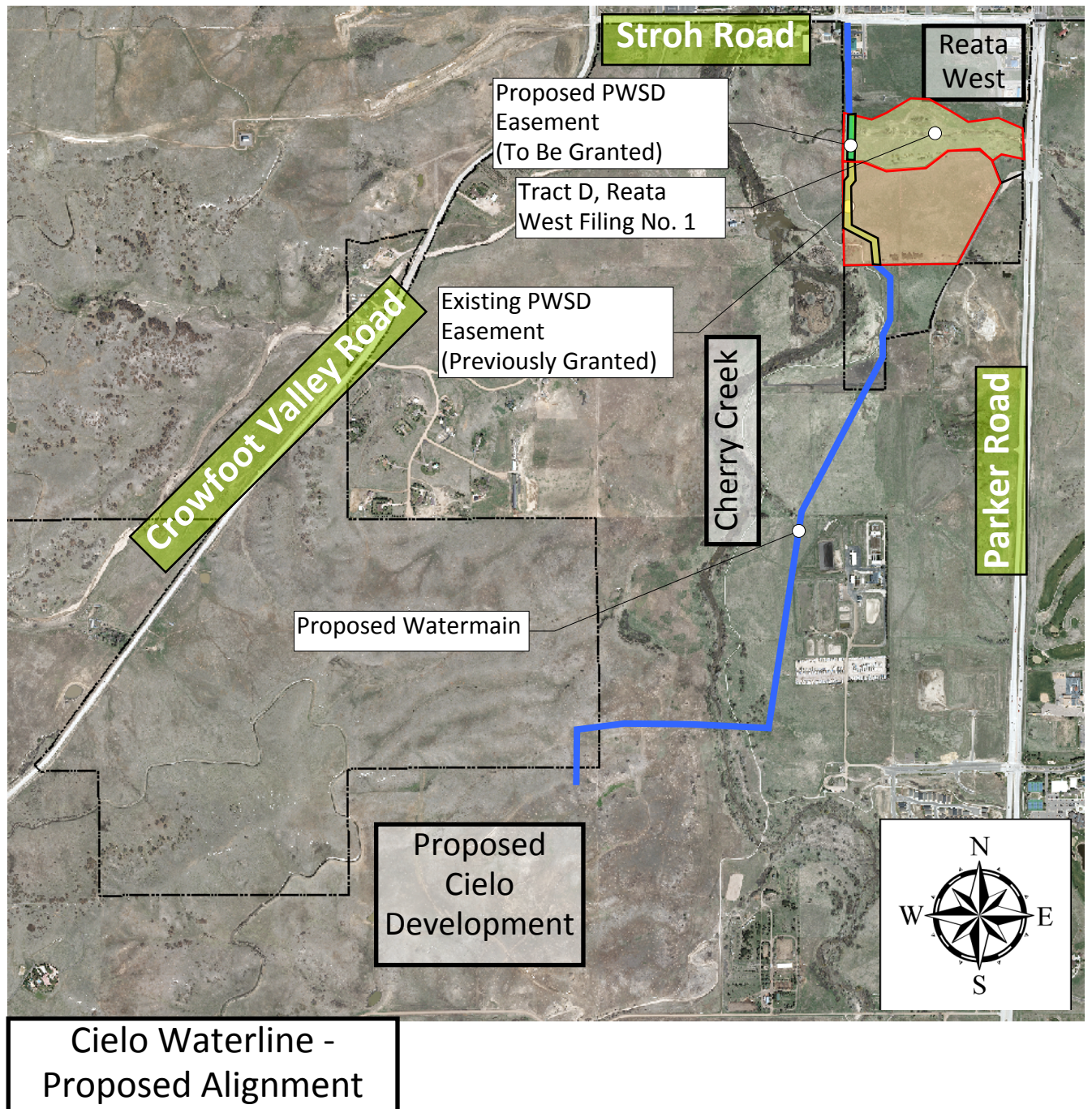
1. Vicinity Map
2. Proposed Waterline Alignment Exhibit
3. Ordinance 1.512.1

RECOMMENDED MOTION

I move to approve Ordinance No. 1.512.1 on first reading and to schedule second reading for March 18, 2019, as part of the consent agenda.



Parker Water and Sanitation District Easement Amendment Vicinity Map



ORDINANCE NO. 1.512.1, Series of 2019

TITLE: A BILL FOR AN ORDINANCE APPROVING THE FIRST AMENDMENT TO EASEMENT AGREEMENT TO PARKER WATER AND SANITATION DISTRICT TRACT D, REATA WEST FILING NO. 1, TO CORRECT THE PLAT REFERENCE TO TRACT B, REATA WEST FILING NO. 1, 2ND AMENDMENT

WHEREAS, the Town Council of the Town of Parker entered into an Easement Agreement on June 12, 2018, with Parker Water and Sanitation District to convey certain real property for a portion of Tract D, Reata West Filing No. 1;

WHEREAS, the Town of Parker has amended the legal description provided with the original easement agreement to reflect the latest plat describing the easement property; and

WHEREAS, the Town Council of the Town of Parker desires to authorize the Mayor to execute the subject First Amendment to Easement Agreement.

NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF PARKER, COLORADO, ORDAINS:

Section 1. The Town Council of the Town of Parker hereby approves the First Amendment to Easement Agreement by the Town of Parker conveying certain property to Parker Water and Sanitation District now correctly identified as a portion of Tract B, Reata West Filing No. 1, 2nd Amendment, which is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to execute the First Amendment to Easement Agreement on behalf of the Town.

Section 2. **Safety Clause.** The Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Parker, that it is promulgated for the health, safety and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Town Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained. The Town Council further finds that the title to this Ordinance was posted in two public places two days before the Town Council meeting, as provided by Section 7.5e. of the Town of Parker Home Rule Charter.

Section 3. **Severability.** If any clause, sentence, paragraph or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

Section 4. This Ordinance shall become effective ten (10) days after final publication.

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____,
2019.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2019.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

EXHIBIT 1

FIRST AMENDMENT TO EASEMENT AGREEMENT

THIS FIRST AMENDMENT TO EASEMENT AGREEMENT (the "First Amendment") is dated this ____ day of _____, 2019, by THE TOWN OF PARKER, COLORADO (hereafter referred to as "Grantor"), having an address at 20120 E. Mainstreet, Parker, Colorado 80138, and THE PARKER WATER AND SANITATION DISTRICT (hereafter referred to as "Grantee"), a Colorado special district and political subdivision, having an address at 18100 E. Woodman Drive, Parker, Colorado 80134.

WHEREAS, Grantee and Grantor entered into the Easement Agreement on June 12, 2018, which was recorded on June 13, 2018, with the Douglas County Clerk and Recorder's Office at Reception No. 2018035568; and

WHEREAS, Grantee and Grantor desire to amend the Easement Agreement to correct the legal description of the Easement Property.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which is mutually acknowledged, the parties hereto agree to the First Amendment as follows:

Section 1. The legal description of the Easement Property is hereby amended as provided in **Replacement Exhibit A**, which is attached hereto and incorporated by this reference.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment by their respective duly authorized officers as of the date and year first above set forth.

GRANTOR:

GRANTEE:

Town of Parker, Colorado

Parker Water & Sanitation District

By: _____
Mike Waid, Mayor

By: _____
Ron R. Redd, P.E., District Manager

ATTEST:

ATTEST:

By: _____
Carol Baumgartner, Town Clerk

By: _____
Maleia Good

REPLACEMENT EXHIBIT "A"

30' WATERLINE EASEMENT

A PORTION OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO, ALSO BEING A PORTION OF TRACT B, REATA WEST FILING NO. 1, 2ND AMENDMENT AS RECORDED UNDER RECEPTION NO. 2017011678 IN THE OFFICE OF THE DOUGLAS COUNTY CLERK AND RECORDER, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, BEING MONUMENTED AT THE NORTH QUARTER CORNER BY A FOUND 3-1/4" ALUMINUM CAP IN RANGE BOX STAMPED "1986 PLS 29761" AND AT THE CENTER CORNER BY A FOUND 3-1/4" ALUMINUM CAP ON A 2-3/8" IRON PIPE STAMPED "1988 PLS 23053", ASSUMED TO BEAR S0°23'07"E, WITH ALL BEARINGS HEREIN RELATIVE THERETO;

COMMENCING AT SAID NORTH QUARTER CORNER;

THENCE ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 3 S0°23'07"E A DISTANCE OF 526.46 FEET TO THE MOST NORTHERLY CORNER OF TRACT G, REATA WEST FILING NO. 1 AS RECORDED UNDER RECEPTION NO. 2005095115 IN THE OFFICE OF THE DOUGLAS COUNTY CLERK AND RECORDER;

THENCE ALONG THE EASTERLY LINE OF SAID TRACT G THE FOLLOWING TWO (2) COURSES:

1. S15°19'18"E A DISTANCE OF 155.24 FEET;
2. S0°23'11"E A DISTANCE OF 690.76 FEET TO THE SOUTHWEST CORNER OF TRACT B, REATA WEST FILING NO. 1 4TH AMENDMENT RECORDED UNDER RECEPTION NO. 2018042960 IN THE OFFICE OF THE DOUGLAS COUNTY CLERK AND RECORDER, ALSO BEING THE NORTHWEST CORNER OF TRACT B, REATA WEST FILING NO. 1, 2ND AMENDMENT, RECORDED UNDER RECEPTION NO. 2017011678 IN THE OFFICE OF THE DOUGLAS COUNTY CLERK AND RECORDER, AND THE **POINT OF BEGINNING**;

THENCE ALONG THE COMMON LINE WITH SAID TRACT B, REATA WEST FILING NO. 1 4TH AMENDMENT AND SAID TRACT B, REATA WEST FILING NO. 1 2ND AMENDMENT N89°33'58"E A DISTANCE OF 30.00 FEET;

THENCE DEPARTING SAID COMMON LINE S0°23'11"E A DISTANCE OF 284.45 FEET TO THE SOUTH LINE OF SAID TRACT B, REATA WEST FILING NO. 1 2ND AMENDMENT;

(CONTINUED ON SHEET 2)



OFFSITE WATERLINE EASEMENT

NE 1/4 SEC. 3
T7S, R66W, 6TH P.M.
DOUGLAS COUNTY
COLORADO

Date: 07/28/18
Drawn: TWK
Checked: SDC
Job No.: 16000498

Sheet
1
of
3



ATWELL

866.850.4200 www.atwell-group.com

143 UNION BOULEVARD, SUITE 700
LAKEWOOD, CO 80228
303.482.1100

REPLACEMENT EXHIBIT "A" 30' WATERLINE EASEMENT

(CONTINUED FROM SHEET 1)

THENCE ALONG SAID SOUTH LINE OF TRACT B, REATA WEST FILING NO. 1 2ND AMENDMENT S89°04'44"W A DISTANCE OF 30.00 FEET TO THE SOUTHWEST CORNER OF SAID TRACT B, ALSO BEING THE SOUTHEAST CORNER OF TRACT G, SAID REATA WEST FILING NO. 1;

THENCE ALONG THE COMMON LINE WITH SAID TRACT B AND SAID TRACT G N0°23'11"W A DISTANCE OF 284.71 FEET TO THE POINT OF BEGINNING;

CONTAINING 8,537 SQUARE FEET, OR 0.20 ACRES, MORE OR LESS.



SHAWN D. CLARKE, PLS
COLORADO REG. NO. 38016
FOR AND ON BEHALF OF
ATWELL, LLC

OFFSITE WATERLINE EASEMENT

NE 1/4 SEC. 3
T7S, R66W, 6TH P.M.
DOUGLAS COUNTY
COLORADO

Date: 07/28/18
Drawn: TWK
Checked: SDC
Job No.: 16000498

Sheet
2
of
3



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LAKEWOOD, CO 80228
303.482.1100

REPLACEMENT EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION
PART OF THE NE 1/4 OF SECTION 3, T.7S., R66W, 6TH P.M.
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

P.O.C. N1/4 COR. SEC. 3, T7S, R66W
 FND. 3-1/4" ALUM. CAP IN RANGE BOX
 STAMPED "29761"

STROH ROAD

**PARKER FIRE
 PROTECTION DISTRICT**

LOT 5
 REATA WEST FILING NO. 1
 REC. NO. 2005095115

UNPLATTED
 LADONNA LANGLEY &
 JOHN-DAVID LANGLEY &
 KATHERINE DAKOTA LLC
 REC. NO. 2016052555

NW 1/4
 SEC. 3

BASIS OF BEARINGS
 W. LINE NE 1/4 SEC. 3
 T7S, R66W, 6TH P.M.
 S0°23'07"E 2606.64'

**STERLING
 CORPORATION**

TRACT B
 REATA WEST FILING NO. 1
 4TH AMENDMENT
 REC. NO. 2018042960

NE 1/4
 SEC. 3

LOT 6
 REATA WEST FILING NO. 1
 2ND AMENDMENT
 REC. NO. 2017011678

DRAINAGE ESMT.
 REC. NO. 2005095115

**TOWN OF
 PARKER**

TRACT G
 REATA WEST FILING NO. 1
 REC. NO. 2005095115

POINT OF BEGINNING

TOWN OF PARKER

TRACT B
 REATA WEST FILING NO. 1
 2ND AMENDMENT
 REC. NO. 2017011678

N0°23'11"W 284.71'

N89°33'58"E 30.00'

S0°23'11"E 284.45'

S89°04'44"W 30.00'

CENTER COR.
 SEC. 3, T7S, R66W
 FND. 3-1/4" ALUM.
 CAP ON 2-3/8" IRON
 PIPE "1988, PLS
 23053"



SCALE:
 1"=300'

NOTE

THIS DRAWING IS MEANT TO DEPICT THE
 ATTACHED LEGAL DESCRIPTION AND IS FOR
 INFORMATIONAL PURPOSES ONLY. IT DOES
 NOT REPRESENT A MONUMENTED
 LAND SURVEY.



PARCEL CONTAINS 8,537 SQ. FT. OR 0.20 ACRE

OFFSITE WATERLINE EASEMENT

NE 1/4 SEC. 3
 T7S, R66W, 6TH P.M.
 DOUGLAS COUNTY
 COLORADO

Date: 7/28/18
 Drawn: TWK
 Checked: SDC
 Job No.: 16000498

Sheet
 3
 of
 3



ATWELL

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143 UNION BOULEVARD, SUITE 700
 LAKEWOOD, CO 80228
 303.462.1100



Request for Town Council Action

Date: March 4, 2019

Submitted By: Kristin Schledorn, Deputy Town Attorney

Reviewed By: Michelle Kivela, Town Administrator

Title: **RESOLUTION NO. 19-013**
A Resolution to Approve the Senior Capital Pledge Agreement and the Termination of Intergovernmental Financing Agreement for Westcreek Metropolitan District Nos. 1 and 2

Department: Town Attorney, Kristin Schledorn

EXECUTIVE SUMMARY

Westcreek Metropolitan District No. 1 and Westcreek Metropolitan District No. 2 are requesting that Town Council approve a Senior Capital Pledge Agreement and a Termination of Intergovernmental Financing Agreement.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The service plans for Westcreek Metropolitan District No. 1 (“District 1”) and Westcreek Metropolitan District No. 2 (“District 2” and together with District 1, the “Districts”) were approved by the Town of Parker in October 2006. The total area the Districts anticipated serving was approximately 45.26 acres. District 1 anticipated building approximately \$5,400,000 in public improvements, and the limit on District 1’s debt was set at \$5,900,000. District 2 anticipated building approximately \$1,900,000 in public improvements, and its debt limit was set at \$1,900,000.

In January of 2011, Town Council approved amendments to the Districts' service plans (“Service Plan Amendments”) in order to recognize the strategic roles of each District with respect to the other. It was determined at that time that except for one parcel, District 1 would be solely residential in nature, and District 2 would be solely commercial. A new financing plan was also generated, and it was determined that the only debt District 1 would incur was in the form of an agreement with District 2 where District 1 would pledge its tax revenues to the

repayment of bonds issued by District 2 for the benefit of both Districts. The Districts also combined their debt limit so that between the two Districts, no more than \$7,800,000 in debt could be issued. The Town Council also approved the form of an Intergovernmental Financing Agreement (“2010 Intergovernmental Financing Agreement”) that captured the concept of District 1 pledging its tax revenues to District 2. This was done in anticipation of an imminent issuance of bonds, though those bonds were never issued. The size, the location and the general purposes for which the District were formed did not change.

The Districts are now at a point where they are ready to issue bonds and are requesting that the Town Council approve a new agreement, the Senior Capital Pledge Agreement (the “Pledge Agreement”), the concept of which is substantially similar to that of the 2010 Intergovernmental Financing Agreement in that District 2 will issue bonds, and District 1 will pledge its tax revenues to District 2 for the repayment of those bonds. The proceeds of the bonds will be used to finance public infrastructure that will benefit both Districts. The Districts’ bond counsel has requested that the Districts execute the new Pledge Agreement and terminate the 2010 Intergovernmental Financing Agreement so that all the documents associated with the Districts’ issuance of bonds are current and the terms and concepts are integrated. The Pledge Agreement will constitute the primary form of security for the bonds.

Town staff recommends that the Town Council approve the Termination of Intergovernmental Agreement and the Pledge Agreement, and make the determination that the execution by the Districts of the Pledge Agreement does not constitute a material modification of the existing service plans.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)



ATTACHMENTS

1. Resolution No. 19-013

RECOMMENDED MOTION

I move to approve Resolution No. 19-013 as part of the consent agenda.

RESOLUTION NO. 19-013, Series of 2019

TITLE: A RESOLUTION TO APPROVE THE SENIOR CAPITAL PLEDGE AGREEMENT AND THE TERMINATION OF INTERGOVERNMENTAL FINANCING AGREEMENT FOR WESTCREEK METROPOLITAN DISTRICT NOS. 1 AND 2

WHEREAS, by Resolution No. 06-082, the Town Council of the Town of Parker on October 2, 2006, approved a Service Plan for the organization of the Westcreek Metropolitan District No 1;

WHEREAS, by Resolution No. 06-083, the Town Council of the Town of Parker on October 2, 2006, approved a Service Plan for the organization of the Westcreek Metropolitan District No. 2 (together, Westcreek Metropolitan District No. 1 and Westcreek Metropolitan District No. 2 are the "Districts");

WHEREAS, by Resolution No. 11-007, the Town Council of the Town of Parker on January 24, 2011, approved the First Amendment to the Service Plan for Westcreek Metropolitan District No. 1 and the First Amendment to the Service Plan for Westcreek Metropolitan District No. 2, which First Amendments included an Intergovernmental Financing Agreement between the Districts, which was attached as Exhibit H-1;

WHEREAS, in order to facilitate Westcreek Metropolitan District No. 2's ability to issue its Limited Tax General Obligation Bonds, Series 2019A (the "Bonds"), the Districts have requested the ability to terminate the Intergovernmental Financing Agreement, which was never utilized by the Districts, and replace it with a Senior Capital Pledge Agreement, in substantially the same forms accompanying this Resolution, wherein Westcreek Metropolitan District No. 1 will pledge its tax revenues to the repayment of the Bonds and Westcreek Metropolitan District No. 2 will use the proceeds of the Bonds to build Public Improvements that will benefit the taxpayers and residents of both Districts; and

WHEREAS, the Town Council has determined to adopt a resolution of approval for the proposed Termination of Intergovernmental Agreement and Senior Capital Pledge Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PARKER, COLORADO, AS FOLLOWS:

Section 1. The Town Council of the Town of Parker hereby approves the Termination of Intergovernmental Agreement by and between the Districts, which agreement shall be in substantially the same form as the agreement attached hereto as **Exhibit 1**.

Section 2. The Town Council of the Town of Parker hereby approves the Senior Capital Pledge Agreement by and among the Districts and UMB Bank, N.A., as trustee for the Bonds, which agreement shall be in substantially the same form as the agreement attached hereto as **Exhibit 2**.

Section 3. The Town Council of the Town of Parker, by approval of the foregoing Termination of Intergovernmental Agreement and Senior Capital Pledge Agreement, in substantially the same forms accompanying this Resolution, do not constitute a material modification of the Service Plans, as amended.

RESOLVED AND PASSED this _____ day of _____, 2019.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

EXHIBIT 1

TERMINATION OF INTERGOVERNMENTAL FINANCING AGREEMENT

THIS TERMINATION OF INTERGOVERNMENTAL FINANCING AGREEMENT (“Termination Agreement”) is made and entered into this 1st day of February, 2019 by and between WESTCREEK METROPOLITAN DISTRICT NO. 1 (“District No. 1”) and WESTCREEK METROPOLITAN DISTRICT NO. 2 (“District No. 2”), both quasi-municipal corporations and political subdivisions of the State of Colorado, duly organized and acting pursuant to the provisions of Article 1 of Title 32, Colorado Revised Statutes, as amended (collectively, the “Districts”).

RECITALS

WHEREAS, the Boards of Directors for the Districts (the “Boards”) previously entered into that certain Intergovernmental Financing Agreement dated November 12, 2013 (“Financing IGA”) for the purpose of the construction of the public improvements for the Districts and the financing thereof; and

WHEREAS, the Boards have subsequently determined that it would be in the best interests of the Districts, the residents and the taxpayers thereof for District No. 1 to issue indebtedness for the purpose of providing public improvements, and for such indebtedness to be payable from property taxes of the Districts; and

WHEREAS, for the purpose of facilitating the issuance of such indebtedness and in furtherance of the Financing IGA, the Boards have determined to terminate the Financing IGA and instead enter into that certain Senior Capital Pledge Agreement by and between the Districts (“Pledge Agreement”), conditioned upon the Town of Parker approving the Pledge Agreement to replace the Financing IGA.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein, the adequacy of which is hereby acknowledged, the Boards of Directors for the Districts agree as follows:

AGREEMENT

1. **Termination of Financing IGA.** The Boards agree to terminate the Financing IGA conditioned upon the Town of Parker approving the Pledge Agreement in its place.

2. **Effective Date of Termination.** The Financing IGA shall be terminated and of no further force or effect as of the effective date the Town of Parker approves the Pledge Agreement.

3. **Waiver and Release.** Upon the Effective Date of Termination, the Districts hereby release each other from any and all liabilities, obligations or duties that may have arisen or have been contemplated by the Financing IGA. The Districts each agree not to make any

claim against another with respect to the IGA or the performance or non-performance of any covenant or condition contained within or contemplated by the Financing IGA.

4. **District Representations.** The Districts represents that neither District has transferred, assigned or granted to any other party any rights in the Financing IGA.

IN WITNESS WHEREOF, the Districts have executed this Termination Agreement as of the date first set forth above.

WESTCREEK METROPOLITAN DISTRICT NO. 1

By: _____
Travis McNeil, President

ATTEST:

Paul Joseph Knopinski, Secretary

WESTCREEK METROPOLITAN DISTRICT NO. 2

By: _____
Travis McNeil, President

ATTEST:

Paul Joseph Knopinski, Secretary

EXHIBIT 2

SENIOR CAPITAL PLEDGE AGREEMENT

This **SENIOR CAPITAL PLEDGE AGREEMENT** (the “**Agreement**”), is made and entered into and dated as of _____ 1, 2019, by and among **WESTCREEK METROPOLITAN DISTRICT NO. 2 (IN THE TOWN OF PARKER), DOUGLAS COUNTY, COLORADO** (the “**Issuing District**”), **WESTCREEK METROPOLITAN DISTRICT NO. 1 (IN THE TOWN OF PARKER), DOUGLAS COUNTY, COLORADO** (the “**Taxing District**” and, together with the Issuing District, the “**Districts**”), and **UMB BANK, N.A.**, in its capacity as trustee under that certain Indenture of Trust dated as of _____ 1, 2019, entered into with the Issuing District (the “**Trustee**”). The Districts are quasi-municipal corporations and political subdivisions of the State of Colorado (the “**State**”).

RECITALS

WHEREAS, the Districts are authorized by Title 32, Article 1, Part 1, C.R.S. (the “**Act**”), to provide certain public improvements and services to and for the benefit of the properties within and without the boundaries of the Districts, in accordance with their respective Service Plans each approved by the Town Council of the Town of Parker, Colorado (the “**Town**”) on October 2, 2006 and amended by the First Amendment thereto approved by Resolution 11-007 and effective as of January 24, 2011 (each as may be further amended or restated from time to time, a “**Service Plan**” and, collectively the “**Service Plans**”); and

WHEREAS, under the Service Plans, the Districts are intended to work together and coordinate their activities with respect to the financing, construction, operation and maintenance of public improvements necessary to serve development within the Districts, which is generally anticipated to consist of commercial development in the Issuing District and, with the exception of one parcel, residential development in the Taxing District; and

WHEREAS, in addition to the approval of the Town, the Districts were organized with the approval of the Districts’ respective electors, such approvals fully contemplating cooperation between the Districts as provided herein and in the Service Plans; and

WHEREAS, pursuant to the Colorado Constitution Article XIV, Section 18(2)(a), and Section 29-1-203, Colorado Revised Statutes, as amended (“**C.R.S.**”), the Districts may cooperate or contract with each other to provide any function, service or facility lawfully authorized to each, and any such contract may provide for the sharing of costs, the imposition and collection of taxes, and the incurring of debt; and

WHEREAS, the Service Plans have been prepared for the Districts pursuant to Sections 32-1-201, C.R.S. *et seq.*, and all required governmental approvals have been obtained therefor; and

WHEREAS, the purposes for which the Districts were formed include the provision of, among other things, streets, parks and recreation, water, sanitation, public transportation, and traffic and safety protection, all in accordance with the Service Plans; and

WHEREAS, as contemplated by the Service Plans, the Districts entered into an Intergovernmental Agreement with the Town dated January 18, 2007, as amended by the First Amendment thereto dated January 24, 2011 (the “**Town IGA**”), wherein the Districts agreed to fund certain regional improvements located within and/or benefiting the Districts’ service areas located within the Town as more specifically provided therein; and

WHEREAS, as contemplated by the Service Plans, the Districts entered into an Intergovernmental Financing Agreement dated November 12, 2013 (as more particularly defined herein, the “**Financing IGA**”), for the purpose of establishing their respective roles, responsibilities and obligations with respect to the construction of Public Improvements and the financing thereof; and

WHEREAS, for the purpose of funding certain costs of the Public Improvements (defined herein), including the regional improvements described in the Town IGA, the Districts have previously entered into a Financing and Reimbursement Agreement dated December 9, 2014 with Westcreek Metro District, LLC (the “**Prior Developer**”), which was amended by (i) the First Amendment thereto dated December 8, 2015, (ii) the Second Amendment thereto dated November 14, 2016, (iii) the Third Amendment thereto dated November 22, 2017, (iv) the Fourth Amendment thereto dated November 27, 2018, (v) the Fifth Amendment thereto dated December 10, 2018, and (vi) the Sixth Amendment thereto dated _____, 2019 (as the same may be further amended from time to time, the “**Reimbursement Agreement**”), pursuant to which the Districts agreed to reimburse the Prior Developer for advances it made to the Districts for the costs of constructing the Public Improvements and operating and maintaining the Districts’ facilities and services, all in accordance with the provisions thereof, but solely from the sources of revenue identified therein, and subject to the limitations more particularly provided therein; and

WHEREAS, pursuant to an Assignment and Assumption and Ratification Agreement dated December 10, 2018 (the “**Assignment Agreement**”) among the Prior Developer, NexGen Westcreek Holdings, LLC (the “**Developer**”) and the Districts, the Prior Developer assigned all its right, title and interest in and to the Reimbursement Agreement to the Developer and the Districts agreed to reimburse the Developer for the advances made and the interest accrued under the Reimbursement Agreement; and

WHEREAS, in furtherance of the Service Plans, the Districts have subsequently determined that it would be in the best interests of the Districts, the residents and the taxpayers thereof for the Issuing District to issue indebtedness for the purpose of providing Public Improvements, and for such indebtedness to be payable from property taxes of the Districts; and

WHEREAS, for the purpose of facilitating such issuance, the Districts have determined to terminate the Financing IGA and enter into this Agreement, as more particularly defined and described herein; and

WHEREAS, for the purpose of financing a portion of the costs of Financed Public Improvements (defined herein), the Board of Directors of the Issuing District has previously determined to issue its Limited Tax General Obligation Bonds, Series 2019A, in the aggregate principal amount of \$_____ (the “**Bonds**”) pursuant to an Indenture of Trust dated as of

_____ 1, 2019 (the “**Indenture**”) between the Issuing District and UMB Bank, n.a., as trustee, which Bonds are to be secured by the Pledged Revenue as defined under the Indenture and the Taxing District Senior Pledged Revenue hereunder, as more particularly described in the Indenture and herein; and

WHEREAS, in order to provide for the payment of the Bonds and certain other obligations that may be issued by the Issuing District in the future (as more particularly defined herein, the “**Additional Senior Obligations**”), the Taxing District, by the terms of this Agreement, pledges certain revenues (referred to herein as the “**Taxing District Senior Pledged Revenue**”) to the Issuing District for the payment of the Bonds and the Additional Senior Obligations, and covenants to take certain actions with respect to generating such revenues, for the benefit of the holders of the Bonds and any Additional Senior Obligations (the “**Bondholders**”); and

WHEREAS, the Districts determined that the Public Improvements anticipated to be funded with the proceeds of the Bonds (as more particularly defined herein, the “**Financed Public Improvements**”) were generally contemplated by the Service Plans, are needed, and, due to the nature of the Financed Public Improvements and proximity and interrelatedness of the development anticipated to occur within the boundaries of the Districts, such Financed Public Improvements do or will benefit the Districts, residents, property owners and taxpayers in the Districts as a whole; and

WHEREAS, the Bonds are to be issued in minimum denominations of \$500,000 and integral multiples of \$1,000 in excess thereof, or otherwise will qualify for an exemption from registration under the Colorado Municipal Bond Supervision Act; and

WHEREAS, pursuant to the provisions of Section 32-1-1101(6)(a)(IV), C.R.S., the Bonds are to be issued only to “financial institutions or institutional investors” as such terms are defined in Section 32-1-103(6.5), C.R.S., unless otherwise permitted pursuant to the provisions of Section 32-1-1101(6), C.R.S.; and

WHEREAS, at a special election of the qualified electors of each of the Districts duly called and held on Tuesday, November 7, 2006 (each, an “**Election**” and together, the “**Elections**”), in accordance with law and pursuant to due notice, a majority of those qualified to vote and voting at the Elections voted in favor of, inter alia, the issuance of indebtedness by the applicable District and the imposition of taxes for the payment thereof, for the purpose of providing certain public improvements and facilities (as more particularly defined herein, the “**Public Improvements**”), and for the refunding of such indebtedness, as follows, the questions relating thereto being as set forth in Exhibit C hereto:

<u>Purpose</u>	<u>Issuing District Principal Amount</u>	<u>Taxing District Principal Amount</u>
Streets	\$2,000,000	\$6,000,000
Parks and Recreation	\$2,000,000	\$6,000,000
Water	\$2,000,000	\$6,000,000
Sanitation	\$2,000,000	\$6,000,000
Transportation	\$2,000,000	\$6,000,000
Traffic and Safety	\$2,000,000	\$6,000,000
Refunding	\$2,000,000	\$6,000,000
Total	\$14,000,000*	\$42,000,000*
*Pursuant to the Service Plans, the aggregate Debt (as defined in the Service Plan) of the Districts will not exceed \$7,800,000.		

WHEREAS, the returns of each Election were duly canvassed and the results thereof duly declared; and

WHEREAS, the results of each Election were certified by the applicable District by certified mail to the board of county commissioners of each county in which such District is located or to the governing body of a municipality that has adopted a resolution of approval of the special district pursuant to Section 32-1-204.5, C.R.S., and with the division of securities created by Section 11- 51-701, C.R.S. within 45 days after the Election; and

WHEREAS, due to the nature of the obligation incurred by the Issuing District under the Indenture, and by the Taxing District hereunder, it is not possible to predict with certainty the amount of principal and interest on the Bonds and Additional Senior Obligations (if any) the Taxing District will pay hereunder and the Issuing District will pay under the Indenture, and as a result, each of the Districts will allocate to their respective Election all of the indebtedness represented by this Agreement (and, in the case of the Issuing District, the Indenture), based upon the principal amounts of Bonds payable pursuant to the terms hereof and the manner in which the Issuing District allocates the same based upon the Public Improvements financed by such Bonds; and

WHEREAS, the Taxing District will, upon the issuance of Additional Senior Obligations as permitted by this Agreement, allocate additional electoral authority as applicable; and

WHEREAS, the Districts have determined and hereby determine that the execution of this Agreement, the issuance of the Bonds and any Additional Senior Obligations, and the provision of the Financed Public Improvements are in the best interests of the Districts and the residents, property owners, and taxpayers thereof; and

WHEREAS, all amendments to this Agreement made pursuant hereto and not in specific conflict with specific limits of the ballot questions, which authorized the debt represented by this Agreement, shall be deemed part of this Agreement and fully authorized by such ballot questions.

NOW, THEREFORE, for and in consideration of the promises and the mutual covenants and stipulations herein, the parties hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Interpretation. In this Agreement, unless the context expressly indicates otherwise, the words defined below shall have the meanings set forth below:

(a) The terms “herein,” “hereunder,” “hereby,” “hereto,” “hereof” and any similar terms, refer to this Agreement as a whole and not to any particular article, section, or subdivision hereof; the term “heretofore” means before the date of execution of the Agreement, the term “now” means the date of execution of this Agreement, and the term “hereafter” means after the date of execution of this Agreement.

(b) All definitions, terms, and words shall include both the singular and the plural, and all capitalized words or terms shall have the definitions set forth in Section 2.1 hereof.

(c) Words of the masculine gender include correlative words of the feminine and neuter genders, and words importing the singular number include the plural number and vice versa.

(d) The captions or headings of this Agreement are for convenience only, and in no way define, limit, or describe the scope or intent of any provision, article, or section of this Agreement.

(e) All schedules, exhibits, and addenda referred to herein are incorporated herein by this reference.

Section 1.02. Definitions. As used herein, unless the context expressly indicates otherwise, the words defined below and capitalized throughout the text of this Agreement shall have the respective meanings set forth below:

“*Additional Senior Obligations*” means any bonds, notes, certificates or obligations (including a repayment obligation under a loan agreement or similar agreement) issued or incurred by the Issuing District and designated by the Issuing District (in the applicable Additional Senior Obligation Documents) as secured by a lien on all or any portion of the Taxing District Senior Pledged Revenues payable hereunder; provided that such obligations are issued for the purpose of: (i) refinancing the Bonds, other Additional Senior Obligations, or any other obligations of the Issuing District for which the Taxing District is obligated to impose ad valorem property taxes, or obligations issued to refinance the same; or (ii) issued for the purpose of financing or refinancing the Financed Public Improvements. In addition, an obligation shall not constitute an Additional Senior Obligation hereunder unless: (i) it will be issued, either: (A) in denominations of not less than \$500,000 each, or (B) to “accredited investors” as defined in Section 11-59-110(1)(g) C.R.S., unless an exemption from the registration requirements of the Colorado Municipal Bond Supervision Act, or any successor statute, is otherwise available; AND (ii) it will initially be issued to financial institutions or institutional investors, or in a

manner otherwise satisfying one of the conditions of Section 32-1-1101(6)(a), C.R.S., or will constitute a refunding or restructuring contemplated by Section 32-1-1101(6)(b) C.R.S.

“Additional Senior Obligation Documents” means, collectively, any resolution, indenture, loan agreement or other instrument executed by the Issuing District pursuant to which Additional Senior Obligations are issued or incurred, and any undertaking or agreement with respect to the provision of continuing disclosure relating thereto.

“Administrative Expenses Deduction” means an ad valorem mill levy (a mill being equal to 1/10 of 1 cent) imposed upon all taxable property of the Taxing District each year in an amount sufficient to generate revenues resulting therefrom in an amount up to (a) for year 2020 (i.e. for the ad valorem mill levy imposed in year 2019 for collection in year 2020), \$35,000; and (b) for each year thereafter, an amount up to (i) the maximum Administrative Expenses Deduction for the prior year, plus (ii) 1% of the maximum Administrative Expenses Deduction for the prior year.

“Aggregate Mill Levy Cap” means (i) with respect to the Issuing District 50 mills (Gallagher-Adjusted) and (ii) with respect to the Taxing District 35 mills (Gallagher-Adjusted), or, in all cases, such higher maximum permitted amount as is then applicable, in accordance with the Issuing District’s Service Plan or the Taxing District’s Service Plan, as applicable, to the aggregate of debt service mill levies, administrative and operation and maintenance mill levies of the applicable District.

“Agreement” means this Senior Capital Pledge Agreement and any amendment hereto made in accordance herewith.

“Annual Financing Costs” means, with respect to any calendar year, an amount equal to the principal of, premium if any, and interest on the Bonds and any Additional Senior Obligations as the same become due and payable in the immediately succeeding calendar year, whether at maturity or upon earlier redemption, which may include an estimate of interest to become due if necessary, to be calculated in accordance with any Additional Senior Obligation Documents, the amount (if any) necessary to fill any surplus fund or replenish any reserve fund held under any Additional Senior Obligation Document to amounts required by the applicable Additional Senior Obligation Document, and any other Financing Costs anticipated to be payable in the immediately succeeding calendar year with respect to the Bonds and any Additional Senior Obligations, in accordance with the Indenture or Additional Senior Obligation Documents, as applicable, **but less** the amount then held under the Indenture and Additional Senior Obligation Documents available for the payment of such Financing Costs, and any amount of revenues projected to be available for payment of such Financing Costs, to the extent such amounts are permitted under the Indenture, this Agreement or Additional Senior Obligation Documents, as applicable, to be taken into account in the calculation of the Taxing District Senior Required Mill Levy (which, in the case of the Indenture and this Agreement, include only: (a) as of the applicable Mill Levy Certification Date, the amount on deposit in the Senior Bond Fund, and, at the sole discretion of the Issuing District, the amount on deposit in the Surplus Fund; (b) for the last Mill Levy Certification Date prior to the final maturity date of the Bonds only, amounts on deposit in the Reserve Fund).

“Board(s)” means the lawfully organized Boards of Directors of the Districts.

“Board of County Commissioners” means the Board of County Commissioners for Douglas County, Colorado.

“Colorado Municipal Bond Supervision Act” means Title 11, Article 59, Part 1, C.R.S.

“Districts” means, collectively, the Issuing District and the Taxing District, including any duly authorized representative, officer, director, employee, agent, engineer or attorney of any such District, if applicable.

“Financed Public Improvements” means the Public Improvements authorized by the Election and which each of the Districts has found and determined that is in the nature of community improvements intended for the general direct or indirect benefit of the existing and planned residential and commercial community within the Districts, and constitutes improvements for which the Districts are authorized to issue indebtedness and impose ad valorem property taxes in accordance with the Election and the Service Plans, and the payment of such costs of the Public Improvements is in furtherance of the purposes for which the Districts were formed.

“Financing Costs” means the principal and redemption price of, and interest and premium on, the Bonds and any Additional Senior Obligations, required deposits to or replenishments of funds or accounts securing the Bonds and any Additional Senior Obligations, and customary fees and expenses relating to the Bonds and any Additional Senior Obligations, all in accordance with the Indenture or Additional Senior Obligation Documents, as applicable, including: (a) with respect to the Bonds, the principal and interest components of any mandatory redemption payments as provided in the Indenture, funding of the Reserve Fund, funding of the Surplus Fund (solely to the extent required by the Indenture), and customary fees related to the issuance of the Bonds (including, but not limited to, fees of a trustee, paying agent, and rebate agent); and (b) with respect to any Additional Senior Obligations, any scheduled mandatory or cumulative sinking fund payments and any extraordinary redemption amounts to the extent provided in the Additional Senior Obligation Documents and replenishment of any reserves and funding of any surplus funds relating to the Additional Senior Obligations, customary fees related to the issuance of the Additional Senior Obligations (including, but not limited to, fees of a trustee, paying agent, rebate agent, and provider of liquidity or credit facility), and any reimbursement due to a provider of liquidity or credit facility securing any Additional Senior Obligations. Where used in describing the permitted uses by the Issuing District of the Pledged Revenue, “Financing Costs” also includes the payment of the principal and redemption price of, and interest on, any obligation issued by the Taxing District to fund the Financed Public Improvements.

“Fiscal Year” means the twelve month period ending December 31 of each calendar year.

“Gallagher-Adjusted” means an increase or decrease (as applicable) to a mill levy imposed by a District (to be made for mill levies imposed by each District separately), to occur in the event the method of calculating assessed valuation has or is changed after January 1, 2006,

such increases or decreases to be determined by the Issuing District in good faith in consultation with the Taxing District (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the applicable mill levy, as adjusted, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation to assessed valuation shall be deemed to be a change in the method of calculating assessed valuation.

“Issuing District” means Westcreek Metropolitan District No. 2 (In the Town of Parker), Douglas County, Colorado.

“Issuing District Property Tax Revenue” shall have the meaning assigned in the Indenture to the term “Property Tax Revenue.”

“Issuing District Required Mill Levy” shall have the meaning assigned in the Indenture to the term “Required Mill Levy.”

“Maximum Surplus Amount” shall have the meaning assigned it in the Indenture.

“Mill Levy Certification Date” means the date each year on which the Taxing District is required to impose the Taxing District Senior Required Mill Levy in accordance with the provisions hereof.

“Prior Developer” means Westcreek Metro District Holdings, LLC, Greenwood Village, Colorado.

“Public Improvements” means public facilities, improvements and infrastructure the debt for which was approved at the Election, including without limitation necessary or appropriate equipment.

“Reimbursement Agreement” has the meaning assigned to it in the Recitals.

“Relative Required Mill Levy Ratio” means the relationship of the Taxing District Senior Required Mill Levy and the Issuing District Required Mill Levy imposed by the Taxing District and the Issuing District, respectively, vis a vis each other represented by the imposition of 30 mills (Gallagher-Adjusted) by the Taxing District and 40 mills (Gallagher-Adjusted) by the Issuing District (i.e., a ratio of 30 (Gallagher-Adjusted as necessary for the Taxing District): 40 (Gallagher-Adjusted as necessary for the Issuing District). It is acknowledged that as a result of the reduction in the residential assessment ratio for the 2017 mill levy year, as of the date hereof, the Relative Required Mill Levy Ratio, as adjusted pursuant to the definition of Taxing District Senior Required Mill Levy, is 33.166 mills for the Taxing District and 40 mills for the Issuing District. Below are two examples of operation of the Relative Required Mill Levy Ratio as used in the definition of Taxing District Senior Required Mill Levy.

Example 1: Assuming no further changes have occurred after the date hereof in calculating assessed valuation (including a change in the residential assessment ratio), and assuming that only 90% of the revenues that would otherwise be generated from the 33.166 mills and 40 mills imposed by the Taxing District and Issuing District, respectively, are necessary to

fund the amounts required in the definitions of Taxing District Senior Required Mill Levy and Issuing District Required Mill Levy, the 33.166 mills and 40 mills would be reduced by 10%, resulting in levies of 29.849 mills imposed by the Taxing District and 36 mills imposed by the Issuing District.

Example 2: Assuming the residential assessment ratio reduces to [6.95]% and assuming no change in the relative amounts of residential and non-residential property in the Taxing District and the Issuing District, the resulting Gallagher-Adjusted relative mill levies would be [34.359] mills (the Taxing District) and 40 mills (the Issuing District). Assuming that only 90% of the revenues that would otherwise be generated from such mill levies are necessary to fund the amounts required in the definition of Taxing District Senior Required Mill Levy and Issuing District Required Mill Levy, the [34.359] mills and 40 mills would be reduced by 10%, resulting in levies of [30.923] mills imposed by the Taxing District and 36 mills imposed by the Issuing District.

“*Reserve Fund*” means the “Westcreek Metropolitan District No. 2 Limited Tax General Obligation Bonds, Series 2019A Reserve Fund,” established by the Indenture.

“*Reserve Requirement*” has the meaning assigned to it in the Indenture.

“*Service Plan(s)*” means, collectively, the Service Plan for the Issuing District and the Service Plan for the Taxing District, each approved by the Town Council of the Town on October 2, 2006 and amended by the First Amendment thereto approved by Resolution 11-007 and effective as of January 24, 2011 (as each may be further amended or restated from time to time).

“*Senior Bond Fund*” means the “Westcreek Metropolitan District No. 2 Limited Tax General Obligation Bonds, Series 2019A Bond Fund,” established by Indenture.

“*Senior Payment Obligation*” means the Taxing District’s obligation to pay its allocated portion of the Financing Costs with respect to each of the Bonds and any Additional Senior Obligations in accordance with the provisions hereof, but solely from its Taxing District Senior Pledged Revenue, to the extent available, it being recognized that such obligation shall arise hereunder upon the issuance of the Bonds or Additional Senior Obligations with respect to which such obligation relates.

“*State*” means the State of Colorado.

“*Subordinate Obligations*” means any bonds, notes, or other obligations payable in whole or in part from, or constituting a lien upon, the general ad valorem taxes of the Taxing District on a basis subordinate to its Senior Payment Obligation hereunder.

“*Supplemental Act*” means the “Supplemental Public Securities Act,” being Title 11, Article 57, Part 2, C.R.S., as amended.

“*Surplus Fund*” means the “Westcreek Metropolitan District No. 2 Limited Tax General Obligation Bonds, Series 2019A Surplus Fund,” established by the Indenture.

“*Taxing District*” means Westcreek Metropolitan District No. 1 (In the Town of Parker), Douglas County, Colorado.

“*Taxing District Capital Fees*” means all fees, rates, tolls, penalties, and charges of a capital nature (excluding periodic, recurring service charges) now or hereafter imposed by the Taxing District or any Taxing District-owned “enterprise” under Article X, Section 20 of the State Constitution, for services, programs, or facilities furnished by the Taxing District; and including the revenue derived from any action to enforce the collection of Capital Fees, and the revenue derived from the sale or other disposition of property acquired by the Taxing District from any action to enforce the collection of Capital Fees. Notwithstanding any of the foregoing, Capital Fees does not include any fee imposed solely for the purpose of funding operation and maintenance and administrative expenses.

“*Taxing District Senior Pledged Revenue*” means the following, net of any costs of collection (to the extent not previously deducted by definition):

- (a) all Taxing District Senior Property Tax Revenue;
- (b) all Taxing District Senior Specific Ownership Tax Revenue; and
- (c) all Taxing District Capital Fees.

“*Taxing District Senior Property Tax Revenue*” means all moneys derived from imposition of the Taxing District Senior Required Mill Levy. Taxing District Senior Property Tax Revenue is net of the costs of collection and any tax refunds or abatements authorized by or on behalf of the County. (For the avoidance of doubt, Taxing District Senior Property Tax Revenue does not include specific ownership tax revenues.)

“*Taxing District Senior Required Mill Levy*” means, with respect to the Taxing District:

(a) subject to paragraph (b) below, an ad valorem mill levy (a mill being equal to 1/10 of 1 cent) imposed upon all taxable property of the Taxing District each year in an amount determined by the Issuing District that maintains the Relative Required Mill Levy Ratio and that would generate Taxing District Senior Property Tax Revenues, which, together with the Issuing District Property Tax Revenue, will be equal to the Annual Financing Costs, but not in excess of thirty-five (35) mills (Gallagher-Adjusted) less the Administrative Expenses Deduction; provided, however, that:

(i) for so long as the amount on deposit in the Surplus Fund is less than the Maximum Surplus Amount (or to the extent otherwise required by any Additional Senior Obligation Document to fund Financing Costs) or any portion of the Surplus Fund is taken into account in determining the mill levy that would be sufficient to pay the principal of, premium if any, and interest on the Bonds as the same become due and payable, the Taxing District Senior Required Mill Levy shall be equal to thirty (30) mills (Gallagher Adjusted), or such lesser amount determined by the Issuing District that maintains the

Relative Required Mill Levy Ratio, which together with the Issuing District Property Tax Revenue, would generate Taxing District Senior Property Tax Revenue sufficient (A) (i) to pay the principal of, premium if any, and interest on the Bonds and any Additional Senior Obligations as the same become due and payable, (ii) to replenish the Reserve Fund to the Reserve Requirement and to replenish any reserve fund securing Additional Senior Obligations to the amount required by the applicable Additional Senior Obligation Document, and (iii) to fully fund the Surplus Fund to the Maximum Surplus Amount and to fund any other surplus fund securing Additional Senior Obligations to the amount required by the applicable Additional Senior Obligation Document, or (B) when combined with moneys then on deposit in the Senior Bond Fund, the Reserve Fund and the Surplus Fund, and any similar funds available and securing Additional Senior Obligations in accordance with the applicable Additional Senior Obligation Document, will pay the Bonds and such Additional Senior Obligations in full in the year such mill levy is collected; and

(b) notwithstanding anything herein to the contrary, in no event may the Taxing District Senior Required Mill Levy be established at a mill levy which would cause the Taxing District to derive tax revenue in any year in excess of the maximum tax increases permitted by the Taxing District's electoral authorization, and if the Taxing District Senior Required Mill Levy as calculated pursuant to the foregoing would cause the amount of taxes collected in any year to exceed the maximum tax increase permitted by the Taxing District's electoral authorization, the Taxing District Senior Required Mill Levy shall be reduced to the point that such maximum tax increase is not exceeded.

"Taxing District Senior Specific Ownership Tax Revenues" means the specific ownership taxes remitted to the Taxing District pursuant to Section 42-3-107, C.R.S., or any successor statute, as a result of its imposition of the Taxing District Senior Required Mill Levy in accordance with the provisions hereof.

"Termination Date" shall have the meaning assigned to it in Section 2.02(c).

"Town IGA" means the Intergovernmental Agreement between the Issuing District, the Taxing District, and the Town dated January 18, 2007, as amended by the First Amendment thereto dated January 24, 2011, as may be amended or restated from time to time.

ARTICLE II

PAYMENT OBLIGATION

Section 2.01. No Additional Electoral Approval Required. The authorization for issuance of debt, fiscal year spending, revenue collections and other constitutional matters requiring voter approval for purposes of this Agreement, was approved at the Election held in accordance with law and pursuant to due notice. The performance of the terms of this Agreement requires no further electoral approval.

Section 2.02. Funding of Financing Costs Generally.

(a) In exchange for the purchase by the Bondholders of the Bonds and any Additional Senior Obligations, the proceeds of which are to be applied to the provision of the Financed Public Improvements, the Taxing District hereby agrees to pay such portion of the Financing Costs as may be funded with the Taxing District Senior Pledged Revenue available to it, in accordance with the provisions hereof.

(b) The obligation of the Taxing District to pay its portion of the Financing Costs as provided herein shall constitute a limited tax general obligation of the Taxing District payable solely from and to the extent of the Taxing District Senior Pledged Revenue available to it. The obligation of the Taxing District to pay the Financing Costs as provided herein (as more particularly defined herein, the “**Senior Payment Obligation**”) shall constitute an irrevocable lien upon the Taxing District Senior Pledged Revenue hereunder and the Taxing District’s Senior Pledged Revenue is hereby pledged to the payment thereof. The Districts hereby elect to apply all of the provisions of the Supplemental Act to this Agreement and the Senior Payment Obligation.

(c) In no event shall the total or annual obligations of the Taxing District hereunder exceed the maximum amounts permitted under the Taxing District’s electoral authority and any other applicable law. The entire Senior Payment Obligation of the Taxing District will be deemed defeased and no longer outstanding upon the earlier of: (i) payment by the Taxing District of such amount; (ii) the date on which all amounts due with respect to the Bonds and any Additional Senior Obligations have been defeased or paid in full; or (iii) December 1, 2060.

(d) Because the actual total Taxing District Senior Pledged Revenue payable by the Taxing District hereunder cannot be determined with any certainty at this time, the Taxing District shall not be permitted to pre-pay any amounts due hereunder.

Section 2.03. Imposition of the Taxing District Senior Required Mill Levy.

(a) In order to fund the Senior Payment Obligation, the Taxing District agrees to levy on all of its taxable property, in addition to all other taxes, direct annual taxes in 2019, and in each year thereafter, so long as the Bonds or Additional Senior Obligations remain outstanding (subject to paragraph (b) below), to the extent necessary to provide for payment of the Financing Costs, in the amount of the Taxing District Senior Required Mill Levy. Nothing herein shall be construed to require the Taxing District to impose an ad valorem property tax levy for the payment of the Taxing District Senior Payment Obligation in excess of the Taxing District Senior Required Mill Levy or after the Termination Date.

(b) NOTWITHSTANDING ANY OTHER PROVISIONS HEREIN, THE TAXING DISTRICT SHALL NOT BE REQUIRED TO IMPOSE THE TAXING DISTRICT SENIOR REQUIRED MILL LEVY FOR PAYMENT OF THE BONDS OR ANY OTHER ADDITIONAL SENIOR OBLIGATION AFTER DECEMBER 2059 (FOR COLLECTION IN CALENDAR YEAR 2060).

(c) In order to facilitate the determination of the Taxing District Senior Required Mill Levy, the Taxing District shall provide to the Issuing District: (i) on or before September 30 of each year, commencing September 30, 2019, its preliminary certification of assessed value provided by the Douglas County Assessor; and (ii) no later than one business day after receipt by the Taxing District, its final certified assessed value provided by the Douglas County Assessor (expected to be provided by the Douglas County Assessor no later than December 10 of each year). In accordance with the definition of Taxing District Senior Required Mill Levy set forth herein, the Issuing District shall preliminarily determine, and provide to the Taxing District, the Taxing District Senior Required Mill Levy no later than October 15 of each year, and shall finally determine, and provide to the Taxing District, the Taxing District Senior Required Mill Levy no later than December 12 of each year.

(d) The Taxing District acknowledges that it has actively participated in the development of the calculation of the Taxing District Senior Required Mill Levy, including the Relative Required Mill Levy Ratio, that such calculation and such provisions are designed to reasonably allocate among the Districts the Financing Costs based on the mutual benefit to the Districts of the Financed Public Improvements and the relative ability of such Districts, dependent upon the relative stages of development therein, to fund such Financing Costs in any given year and that, so long as made in accordance with the foregoing, the determination of the Issuing District as to the Taxing District Senior Required Mill Levy shall be final and binding upon the Taxing District.

(e) This Section 2.03 is hereby declared to be the certificate of the Taxing District to the Board of County Commissioners indicating the amount of taxes to be levied for the purposes of paying the Senior Payment Obligation due hereunder.

(f) It shall be the duty of the Taxing District annually at the time and in the manner provided by law for the levying of its taxes, if such action shall be necessary to effectuate the provisions of this Agreement, to ratify and carry out the provisions hereof with reference to the levy and collection of the ad valorem property taxes herein specified, and to require its officers to cause the appropriate officials of Douglas County, to levy, extend and collect said ad valorem taxes in the manner provided by law for the purpose of providing funds for the payment of the amounts to be paid hereunder promptly as the same become due. Said taxes, when collected, shall be applied only to the payment of the amounts to be paid hereunder.

(g) Said taxes shall be levied, assessed, collected, and enforced at the time and in the form and manner and with like interest and penalties as other general taxes in the State.

(h) The Taxing District hereby agrees to cooperate in the amendment of this Agreement to modify the definition of Taxing District Senior Required Mill Levy if necessary, in the determination of the Issuing District, to facilitate the issuance of Additional Senior Obligations by the Issuing District.

(i) The Taxing District shall pursue all reasonable remedies to collect, or cause the collection of, delinquent ad valorem taxes within its boundaries.

Section 2.04. Payment and Application of Taxing District Senior Pledged Revenue.

(a) The Taxing District hereby agrees to remit to the Trustee, or as otherwise directed by the Issuing District (subject to the limitations and requirements of the Indenture and any Additional Senior Obligation Documents) as soon as practicable upon receipt, all revenues comprising Taxing District Senior Pledged Revenue (if and to the extent received or controlled by the Taxing District), which Taxing District Senior Pledged Revenue shall be applied by the Trustee or other recipient thereof to Financing Costs, in accordance with the Indenture or Additional Senior Obligation Documents, as applicable. To the extent any portion of such Taxing District Senior Pledged Revenue is released from the lien of the Indenture and Additional Senior Obligation Documents (if any), the Issuing District will continue to ensure that such revenues are applied to Financing Costs and any other costs of the Public Improvements, it being acknowledged that in no event would such excess revenue exceed the dollar amount equal to the revenues that would be generated from an annual imposition of an ad valorem property tax levy of 35 mills (without adjustment) on the assessed valuation of the Taxing District. Taxing District Senior Pledged Revenue shall be paid in lawful money of the United States of America by check mailed or delivered, or by wire transfer, or such other method as may be mutually agreed to by the Districts.

(b) The Taxing District hereby covenants that all property tax revenue collected by the Taxing District from, or relating to, a debt service mill levy, or so much thereof as is needed, shall first, be designated as Taxing District Senior Pledged Revenue in any Bond Year (as defined in the Indenture or other applicable Additional Senior Obligation Documents) to pay annual debt service on the Bonds and any Additional Senior Obligations and to fund such funds and accounts as are required in accordance with the terms of the Indenture or other applicable Additional Senior Obligation Documents (including to replenish the Reserve Fund to the Reserve Requirement, to fill the Surplus Fund to the Maximum Surplus Amount, and to fill the surplus fund for any Additional Senior Obligations to the required amount under the applicable Additional Senior Obligation Documents, and to replenish any reserve fund or account securing Additional Senior Obligations to the requisite level, if needed), and only after the funding of such payments and accumulations required in such Bond Year can property tax revenue be applied to pay any Subordinate Obligations. The debt service property tax levy imposed for the payment of any Subordinate Obligations shall be deemed reduced to the number of mills (if any) available for payment of such obligation in any Bond Year after first providing for the full payment and accumulation of all amounts due on the Bonds and any Additional Senior Obligations in such Bond Year.

Section 2.05. Effectuation of Pledge of Security, Current Appropriation. The sums herein required to pay the amounts due hereunder are hereby appropriated for that purpose, and said amounts for each year shall be included in the annual budget and the appropriation resolution or measures to be adopted or passed by the Board of the Taxing District each year while any of the obligations herein authorized are outstanding and unpaid. No provisions of any

constitution, statute, resolution or other order or measure enacted after the execution of this Agreement shall in any manner be construed as limiting or impairing the obligation of the Taxing District to levy ad valorem property taxes, or as limiting or impairing the obligation of the Taxing District to levy, administer, enforce and collect the ad valorem property taxes as provided herein for the payment of the obligations hereunder.

In addition, and without limiting the generality of the foregoing, the obligations of the Taxing District to transfer funds as described herein for each payment described herein shall survive any court determination of the invalidity of this Agreement as a result of a failure, or alleged failure, of any of the directors of the Taxing District to properly disclose, pursuant to State law, any potential conflicts of interest related hereto in any way, provided that such disclosure is made on the record of the Taxing District's meetings as set forth in its official minutes.

Section 2.06. Limited Defenses; Specific Performance. It is understood and agreed by the Taxing District that its obligations hereunder are absolute, irrevocable, and unconditional except as specifically stated herein, and so long as any obligation of the Taxing District hereunder remains unfulfilled, the Taxing District agrees that notwithstanding any fact, circumstance, dispute, or any other matter, it will not assert any rights of setoff, counterclaim, estoppel, or other defenses to its Senior Payment Obligation, or take or fail to take any action which would delay a payment to, or on behalf of, the Issuing District, the Trustee, or any Bondholders or impair the ability of the Issuing District, the Trustee, or any Bondholders to receive payments due hereunder. Notwithstanding that this Agreement specifically prohibits and limits defenses and claims of the Taxing District, in the event that the Taxing District believes that it has valid defenses, setoffs, counterclaims, or other claims other than specifically permitted by this Section 2.06, it shall, nevertheless, make all payments as described herein and then may attempt or seek to recover such payments by actions at law or in equity for damages or specific performance, respectively.

Section 2.07. Impact of Exclusion of Property. Any property excluded from the Taxing District after the date hereof is to remain liable for the imposition of the Taxing District Senior Required Mill Levy and payment of the proceeds thereof in accordance with the provisions hereof, to the same extent as such property otherwise remains liable for the debt of the Taxing District, as provided in Section 32-1-503, C.R.S. In the event that any order providing for the exclusion of property from the Taxing District does not so provide and specifically indicate the liability of such excluded property for the obligations set forth herein, the Taxing District hereby agrees to take all actions necessary to cause the property owners of such proposed excluded property to covenant to assume all responsibilities under this Agreement, which covenants shall run with the land and shall be in a form satisfactory to the Issuing District.

Section 2.08. Additional Covenants.

(a) The Taxing District covenants that it will not issue or incur bonds, notes, or other obligations payable in whole or in part from, or constituting a lien upon, its general ad valorem taxes or other Taxing District Senior Pledged Revenue (including, but not limited to Subordinate Obligations) without the prior consent of the Issuing District;

provided, however, that the following obligations shall be permitted without the consent of the Issuing District:

(i) obligations issued solely for the purpose of paying operations and maintenance or administrative costs of the Taxing District, the repayment of which is contingent upon the Taxing District's annual determination to appropriate moneys therefor (other than obligations of the Taxing District as lessee under capital leases, as determined in accordance with GAAP (as defined in the Indenture)), so long as amounts due or to become due on such obligations are payable from the Taxing District's mill levy after taking into account the Taxing District Senior Required Mill Levy required hereunder or under the Additional Obligations Documents or any mill levy required under the documents entered into in connection with the Subordinate Obligations;

(ii) obligations issued for any purpose, the repayment of which is contingent upon the Taxing District's annual determination to appropriate moneys therefor (other than obligations of the Taxing District as lessee under capital leases, as determined by GAAP), so long as (A) such obligations are payable only to the extent the Taxing District has excess moneys on hand, (B) such obligations are payable in any Fiscal Year only after the last scheduled payment of principal or interest on the Bonds and Additional Senior Obligations in such Fiscal Year, and (C) the Taxing District makes no promise to impose any tax, fee, or other governmental charge for the payment of such obligations;

(iii) obligations which are payable solely from the proceeds of obligations permitted to be issued in accordance with the provisions hereof (or issued by the Issuing District), when and if issued;

(iv) obligations payable solely from periodic, recurring service charges imposed by the Taxing District for the use of any Taxing District facility or service, which obligations do not constitute a debt or indebtedness of the Taxing District or an obligation required to be approved at an election under State law;

(v) obligations to reimburse any person in respect of surety bonds, financial guaranties, letters of credit, or similar credit enhancements so long as (A) such surety bonds, financial guaranties, letters of credit, or similar credit enhancements guarantee payment of principal or interest on any obligation permitted to be issued in accordance with the provisions hereof, and (B) the reimbursement obligation does not arise unless payment of an equivalent amount (or more) of principal on the secured obligation, and (C) such reimbursement obligations are payable from the same or fewer revenue sources, with the same or a subordinate lien priority as the obligations supported by the surety bonds, financial guaranties, letters of credit, or similar credit enhancements;

(vi) any operating leases, payroll obligations, accounts payable, or taxes incurred or payable in the ordinary course of business of the Taxing District; and

(vii) Subordinate Obligations, as long as the aggregate number of mills which the Taxing District promises to impose for payment of all Subordinate Obligations (including the Subordinate Obligations proposed to be issued) does not exceed 35 mills (Gallagher-Adjusted) or, to the extent the Taxing District's Service Plan is amended to permit imposition of a debt service mill levy higher than 35 mills, such higher mill levy, less the Taxing District Senior Required Mill Levy required to be imposed hereunder, less the Administrative Expenses Deduction, and less the mill levy required to be imposed for the payment of any Additional Senior Obligations;

(b) A District shall not impose, in any given year, an administrative and/or operations and maintenance mill levy equal to in excess of the applicable Aggregate Mill Levy Cap less the then applicable Issuing District Required Mill Levy (with respect to the Issuing District) or the Taxing District Senior Required Mill Levy (with respect to the Taxing District) and any other debt service mill levy then imposed by such District. However, for purposes of clarification, it is acknowledged that the proceeds of any general property tax levy imposed to pay current administrative, operations and maintenance shall not be payable to the Issuing District pursuant to this Agreement, shall not be payable to the Trustee (or other entity designated by the Issuing District) and shall not be subject to the lien of this Agreement.

(c) At least once a year, the Taxing District will either cause an audit to be performed of the records relating to its revenues and expenditures or, if applicable under State statute, will apply for an audit exemption, and the Taxing District shall use its best efforts to have such audit report or application for audit exemption completed no later than September 30 of each calendar year. The foregoing covenant will apply notwithstanding any different time requirements for the completion of such audit or application for audit exemption under State law. In addition, at least once a year in the time and manner provided by law, the Taxing District will cause a budget to be prepared and adopted. Copies of the budget and the audit or audit exemption will be filed and recorded in the places, time, and manner provided by law.

(d) The Taxing District will enforce the collection of all Capital Fees in such time and manner as the Taxing District reasonably determines will be most efficacious in collecting the same, including without limitation the bringing of an action to foreclose any statutory or contractual lien which may exist in connection therewith.

(e) The Taxing District agrees to provide the Issuing District with information promptly upon request by the Issuing District necessary for the Issuing District to comply on an ongoing basis with the requirements of the Continuing Disclosure Agreement entered into by the Issuing District in connection with the issuance of the Bonds, and any similar agreement entered into by the Issuing District in connection with the issuance of Additional Senior Obligations.

ARTICLE III

REPRESENTATIONS AND WARRANTIES

Section 3.01. Representations and Warranties of the Districts. Each District hereby makes the following representations and warranties with respect to itself:

(a) The District is a quasi-municipal corporation and political subdivision duly organized and validly existing under the laws of the State.

(b) The District has all requisite corporate power and authority to execute, deliver, and to perform its obligations under this Agreement. The District's execution, delivery, and performance of this Agreement have been duly authorized by all necessary action.

(c) The District is not in violation of any of the applicable provisions of law or any order of any court having jurisdiction in the matter, which violation could reasonably be expected to materially adversely affect the ability of the District to perform its obligations hereunder. The execution, delivery and performance by the District of this Agreement (i) will not violate any provision of any applicable law or regulation or of any order, writ, judgment, or decree of any court, arbitrator, or governmental authority, (ii) will not violate any provision of any document or agreement constituting, regulating, or otherwise affecting the operations or activities of the District in a manner that could reasonably be expected to result in a material adverse effect, and (iii) will not violate any provision of, constitute a default under, or result in the creation or imposition of any lien, mortgage, pledge, charge, security interest, or encumbrance of any kind on any of the revenues or other assets of the District pursuant to the provisions of any mortgage, indenture, contract, agreement, or other undertaking to which the District is a party or which purports to be binding upon the District or upon any of its revenues or other assets which could reasonably be expected to result in a material adverse effect.

(d) The District has obtained all consents and approvals of, and has made all registrations and declarations with any governmental authority or regulatory body required for the execution, delivery, and performance by the District of this Agreement.

(e) There is no action, suit, inquiry, investigation, or proceeding to which the District is a party, at law or in equity, before or by any court, arbitrator, governmental or other board, body, or official which is pending or, to the best knowledge of the District threatened, in connection with any of the transactions contemplated by this Agreement nor, to the best knowledge of the District is there any basis therefor, wherein an unfavorable decision, ruling, or finding could reasonably be expected to have a material adverse effect on the validity or enforceability of, or the authority or ability of the District to perform its obligations under, this Agreement.

(f) This Agreement constitutes the legal, valid, and binding obligation of the District, enforceable against the District in accordance with its terms (except as such enforceability may be limited by bankruptcy, moratorium, or other similar laws affecting

creditors' rights generally and provided that the application of equitable remedies is subject to the application of equitable principles).

ARTICLE IV

NON-COMPLIANCE AND REMEDIES

Section 4.01. Events of Non-Compliance. The occurrence or existence of any one or more of the following events shall be an “**Event of Non-Compliance**” hereunder, and there shall be no default or Event of Non-Compliance hereunder except as provided in this Section:

(a) the Taxing District fails or refuses to impose the Taxing District Senior Required Mill Levy (subject to the final paragraph of this Section) or to remit the Taxing District Senior Pledged Revenue as required by the terms of this Agreement;

(b) any representation or warranty made by any District in this Agreement proves to have been untrue or incomplete in any material respect when made and which untruth or incompleteness would have a material adverse effect upon any other party;

(c) any District fails in the performance of any other of its covenants in this Agreement, and such failure continues for 30 days after written notice specifying such default and requiring the same to be remedied is given to any of the parties hereto; or

(d) (i) the Taxing District shall commence any case, proceeding, or other action (A) under any existing or future law of any jurisdiction relating to bankruptcy, insolvency, reorganization, or relief of debtors, seeking to have an order for relief entered with respect to it or seeking to adjudicate it insolvent or a bankrupt or seeking reorganization, arrangement, adjustment, winding up, liquidation, dissolution, composition, or other relief with respect to it or its debts, or (B) seeking appointment of a receiver, trustee, custodian, or other similar official for itself or for any substantial part of its property, or any party shall make a general assignment for the benefit of its creditors; or (ii) there shall be commenced against any party any case, proceeding, or other action of a nature referred to in clause (i) and the same shall remain not dismissed within 90 days following the date of filing; or (iii) there shall be commenced against any party any case, proceeding, or other action seeking issuance of a warrant of attachment, execution, distraint, or similar process against all or any substantial part of its property which results in the entry of an order for any such relief which shall not have been vacated, discharged, stayed, or bonded pending appeal within 90 days from the entry thereof; or (iv) any party shall take action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the acts set forth in clause (i), (ii) or (iii) above; or (v) any party shall generally not, or shall be unable to, or shall admit in writing its inability to, pay its debts as they become due.

IN ADDITION, IT IS ACKNOWLEDGED THAT THE TAXING DISTRICT SHALL NOT BE REQUIRED TO IMPOSE THE TAXING DISTRICT SENIOR REQUIRED MILL LEVY PURSUANT TO THE TERMS OF THIS AGREEMENT FOR PAYMENT OF THE

BONDS OR ANY ADDITIONAL SENIOR OBLIGATION AFTER DECEMBER 2059 (FOR COLLECTION IN CALENDAR YEAR 2060).

Section 4.02. Remedies For Events of Non-Compliance. Upon the occurrence and continuance of an Event of Non-Compliance, any party may proceed to protect and enforce its rights against the party or parties causing the Event of Non-Compliance by mandamus or such other suit, action, or special proceedings in equity or at law, in any court of competent jurisdiction, including an action for specific performance. In the event of any litigation or other proceeding to enforce any of the terms, covenants or conditions hereof, the prevailing party in such litigation or other proceeding shall obtain, as part of its judgment or award, its reasonable attorneys' fees and costs.

ARTICLE V

MISCELLANEOUS

Section 5.01. Pledge of Revenue. The creation, perfection, enforcement, and priority of the pledge of Taxing District Senior Pledged Revenue by the Taxing District to secure or pay the Senior Payment Obligation shall be governed by Section 11-57-208 of the Supplemental Act and this Agreement. The Taxing District Senior Pledged Revenue shall immediately be subject to the lien of such pledge without any physical delivery, filing, or further act. The lien of such pledge shall be valid, binding, and enforceable as against all persons having claims of any kind in tort, contract, or otherwise against the Taxing District irrespective of whether such persons have notice of such liens.

Section 5.02. No Recourse against Officers and Agents. Pursuant to Section 11-57-209 of the Supplemental Act, if a member of the Board of the Taxing District, or any officer or agent of the Taxing District acts in good faith, no civil recourse shall be available against such member, officer, or agent for payment of the Senior Payment Obligation. Such recourse shall not be available either directly or indirectly through the Board of the Taxing District, or otherwise, whether by virtue of any constitution, statute, rule of law, enforcement of penalty, or otherwise. By the acceptance of this Agreement and as a part of the consideration hereof, each of the Districts and the Trustee specifically waives any such recourse.

Section 5.03. Conclusive Recital. Pursuant to Section 11-57-210 of the Supplemental Act, this Agreement contains a recital that it is issued pursuant to certain provisions of the Supplemental Act, and such recital is conclusive evidence of the validity and the regularity of this Agreement after its delivery for value.

Section 5.04. Limitation of Actions. Pursuant to Section 11-57-212 of the Supplemental Act, no legal or equitable action brought with respect to any legislative acts or proceedings in connection with the authorization, execution, or delivery of this Agreement shall be commenced more than 30 days after the authorization of this Agreement.

Section 5.05. Notices. Except as otherwise provided herein, all notices or payments required to be given under this Agreement shall be in writing and shall be hand delivered or sent by certified mail, return receipt requested, or air freight, to the following addresses:

If to the Districts: Boards of Directors of Westcreek Metropolitan District Nos. 1 & 2
c/o Norton & Smith, P.C.
1331 17th Street, Suite 500
Denver, Colorado 80202
Attention: Erin Smith, Esq.

With a copy to: CliftonLarsonAllen LLP
8390 E. Crescent Parkway, Suite 500
Greenwood Village, Colorado 80111
Attention: Kevin Collins

If to the Trustee: UMB Bank, n.a.
Corporate Trust and Escrow Services
1670 Broadway
Denver, Colorado 80202

All notices or documents delivered or required to be delivered under the provisions of this Agreement shall be deemed received one day after hand delivery or three days after mailing. Any party by written notice so provided may change the address to which future notices shall be sent.

Section 5.06. Rights of Trustee. Notwithstanding any other provision herein, at such time as no amounts remain due and owing under the Indenture, all rights of the Trustee hereunder (including, but not limited to, the right to consent to any amendment hereto as a party hereof), shall terminate and be of no force or effect without further action by the parties hereto.

Section 5.07. Miscellaneous.

(a) This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings or agreements of the parties. This Agreement may not be contradicted by evidence of any prior or contemporaneous statements or agreements. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation, understanding, agreement, commitment, or warranty outside those expressly set forth in this Agreement.

(b) If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part thereof shall be stricken from this Agreement, and such provision shall not affect the legality, enforceability, or validity of the remainder of this Agreement. If any provision or part thereof of this Agreement is stricken in accordance with the provisions hereof, then such stricken provision shall be replaced, to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the stricken provision as is legally possible.

(c) The Bondholders are third-party beneficiaries to this Agreement and it is intended that there be no other third-party beneficiaries of this Agreement. Nothing

contained herein, expressed or implied, is intended to give to any person other than the Districts any claim, remedy, or right under or pursuant hereto, and any agreement, condition, covenant, or term contained herein required to be observed or performed by or on behalf of any party hereto shall be for the sole and exclusive benefit of the other party.

(d) This Agreement may not be assigned or transferred by any party without the prior written consent of the other party.

(e) This Agreement shall be governed by and construed under the applicable laws of the State.

(f) This Agreement may be amended or supplemented by the parties, but any such amendment or supplement must be in writing and must be executed by all parties and is subject to the limitations and requirements of the Indenture.

(g) If the date for making any payment or the last day for performance of any act or the exercising of any right, as provided in this Agreement, shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the city in which the principal office of the Trustee is located are authorized or required by law to remain closed, such payment may be made or act performed or right exercised on the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized or required by law to remain closed, with the same force and effect as if done on the nominal date provided in this Agreement.

(h) Each party has participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

(i) This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

(j) The Taxing District hereby consents to the terms of the Bonds set forth in the Indenture.

Section 5.08. Effective Date and Termination Date. This Agreement shall become effective as of the date first written above and shall remain in effect until the Termination Date.

IN WITNESS WHEREOF, the Issuing District, the Taxing District, and the Trustee have executed this Agreement as of the day and year first above written.

**WESTCREEK METROPOLITAN
DISTRICT NO. 2**

President

ATTESTED:

Secretary or Assistant Secretary

**WESTCREEK METROPOLITAN
DISTRICT NO. 1**

President

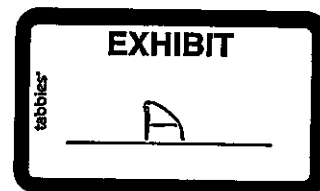
ATTESTED:

Secretary or Assistant Secretary

UMB BANK, N.A., as Trustee

Authorized Signatory

EXHIBIT A
TO
SENIOR CAPITAL PLEDGE AGREEMENT
BALLOT QUESTIONS



DISTRICT COURT, DOUGLAS COUNTY, COLORADO Court Address: Douglas County Justice Center 4000 Justice Center Way, Suite 2009 Castle Rock, Colorado 80109	
IN RE THE ORGANIZATION OF THE WESTCREEK METROPOLITAN DISTRICT NO. 1, TOWN OF PARKER, DOUGLAS COUNTY, COLORADO	▲ COURT USE ONLY ▲
Attorneys for the Petitioners: GRIMSHAW & HARRING, P.C. James M. Hunsaker Atty. Reg. #: 28681 1700 Lincoln Street, Suite 3800 Denver, Colorado 80203 (303) 839-3800 (303) 839-3838 - Facsimile E-mail: hunsaker@grimshawharring.com	Case No. 06 CV 2112 Div.: 6 Ctrm.:
JUDGES' CERTIFICATE OF ELECTION RETURNS AND STATEMENT	

IT IS HEREBY CERTIFIED by the undersigned who conducted the election held by the proposed Westcreek Metropolitan District No. 1 on Tuesday, the 7th day of November, 2006, by mail ballot, that, after subscribing and swearing to the oath of office, they opened the ballot depository/walk-in voting location at 1700 Lincoln Street, Suite 3800, Denver, Colorado, at 8:30 a.m. on October 13, 2006, and kept said ballot depository/walk-in voting location open between 8:30 a.m. and 5:00 p.m. every business day through and including November 7, 2006, election day, and extended the hours to 7:00 p.m. on election day for receipt of ballots and walk-in voting, after which time they counted the ballots cast; and

That the votes cast on the question of organization of the proposed District were as follows:

WESTCREEK METROPOLITAN DISTRICT NO. 1 BALLOT QUESTION NO. 5A
Shall the Westcreek Metropolitan District No. 1 be organized?

BALLOT QUESTION 5A	NUMBER OF VOTES CAST (NUMERIC AND SPELLED OUT)		
	mail ballot	absentee ballot	TOTAL
YES	0 Zero	1 One	1 One
NO	0 Zero	0 Zero	0 Zero

That the votes cast for Director of said District, including write-in candidates, to serve until the next regular election in 2008 were as follows:

CANDIDATE	NUMBER OF VOTES CAST (NUMERIC AND SPELLED OUT)		
	mail ballot	absentee ballot	TOTAL
No candidate for this office	0 Zero	0 Zero	0 Zero
No candidate for this office	0 Zero	0 Zero	0 Zero

That the votes cast for Director of said District, including write-in candidates, to serve until the second regular election in 2010 were as follows:

CANDIDATE	NUMBER OF VOTES CAST (NUMERIC AND SPELLED OUT)		
	mail ballot	absentee ballot	TOTAL
Brian W. Bair	0 Zero	1 One	1 One
No candidate for this office	0 Zero	0 Zero	0 Zero
No candidate for this office	0 Zero	0 Zero	0 Zero

That the votes cast on ballot issues to implement the provisions of Section 20 of Article X of the Colorado Constitution as applied to the proposed District were as follows:

WESTCREEK METROPOLITAN DISTRICT NO. 1 BALLOT ISSUE NO. 5B

SHALL WESTCREEK METROPOLITAN DISTRICT NO. 1 TAXES BE INCREASED \$100,000 ANNUALLY OR SUCH LESSER AMOUNT AS NECESSARY TO PAY THE DISTRICT'S ADMINISTRATION AND OPERATIONS AND MAINTENANCE EXPENSES, BY THE IMPOSITION OF AD VALOREM PROPERTY TAXES LEVIED IN ANY YEAR, WITHOUT LIMITATION AS TO RATE OR AMOUNT OR ANY OTHER CONDITION TO PAY SUCH EXPENSES AND SHALL THE PROCEEDS OF SUCH TAXES AND ANY INVESTMENT INCOME THEREON BE COLLECTED, RETAINED AND SPENT BY THE DISTRICT IN FISCAL YEAR 2007 AND IN EACH FISCAL YEAR THEREAFTER FOR AS LONG AS THE DISTRICT CONTINUES IN EXISTENCE, SUCH AUTHORIZATION TO CONSTITUTE A VOTER-APPROVED REVENUE CHANGE WHICH MAY BE COLLECTED, RETAINED AND SPENT BY THE DISTRICT WITHOUT REGARD TO ANY SPENDING, REVENUE-RAISING, OR OTHER LIMITATION CONTAINED IN ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION, THE LIMITS IMPOSED ON INCREASES IN PROPERTY TAXATION BY SECTION 29-1-301, C.R.S. IN ANY YEAR, OR ANY OTHER LAW WHICH PURPORTS TO LIMIT THE DISTRICT'S REVENUES OR EXPENDITURES AS IT CURRENTLY EXISTS OR AS IT MAY BE AMENDED IN THE FUTURE, ALL WITHOUT LIMITING IN ANY YEAR THE AMOUNT OF OTHER REVENUES THAT MAY BE COLLECTED, RETAINED AND SPENT BY THE DISTRICT?

BALLOT ISSUE 5B	NUMBER OF VOTES CAST (NUMERIC AND SPELLED OUT)		
	mail ballot	absentee ballot	TOTAL
YES	0 Zero	1 One	1 One
NO	0 Zero	0 Zero	0 Zero

WESTCREEK METROPOLITAN DISTRICT NO. 1 BALLOT ISSUE NO. 5C

SHALL WESTCREEK METROPOLITAN DISTRICT NO. 1 TAXES BE INCREASED \$1,000,000 ANNUALLY OR SUCH LESSER AMOUNT AS NECESSARY FOR THE PAYMENT OF SUCH AMOUNTS DUE PURSUANT TO ONE OR MORE INTERGOVERNMENTAL AGREEMENTS OR OTHER CONTRACTS, BY THE IMPOSITION OF AD VALOREM PROPERTY TAXES LEVIED IN ANY YEAR, WITHOUT LIMITATION AS TO RATE OR AMOUNT OR ANY OTHER CONDITION FOR THE PAYMENT OF SUCH AMOUNTS DUE, AND SHALL THE PROCEEDS OF SUCH TAXES AND ANY INVESTMENT INCOME THEREON BE COLLECTED, RETAINED AND SPENT BY THE DISTRICT IN FISCAL YEAR 2007 AND IN EACH FISCAL YEAR THEREAFTER FOR AS LONG AS THE DISTRICT CONTINUES IN EXISTENCE, SUCH AUTHORIZATION TO CONSTITUTE A VOTER-APPROVED REVENUE CHANGE WHICH MAY BE COLLECTED, RETAINED AND SPENT BY THE DISTRICT WITHOUT REGARD TO ANY SPENDING, REVENUE-RAISING, OR OTHER LIMITATION CONTAINED IN ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION, THE LIMITS IMPOSED ON INCREASES IN PROPERTY TAXATION BY SECTION 29-1-301, C.R.S. IN ANY YEAR, OR ANY OTHER LAW WHICH PURPORTS TO LIMIT THE DISTRICT'S REVENUES OR EXPENDITURES AS IT CURRENTLY EXISTS OR AS IT MAY BE AMENDED IN THE FUTURE, ALL WITHOUT LIMITING IN ANY YEAR THE AMOUNT OF OTHER REVENUES THAT MAY BE COLLECTED, RETAINED AND SPENT BY THE DISTRICT?

BALLOT ISSUE 5C	NUMBER OF VOTES CAST (NUMERIC AND SPELLED OUT)		
	mail ballot	absentee ballot	TOTAL
YES	0 Zero	1 One	1 One
NO	0 Zero	0 Zero	0 Zero

WESTCREEK METROPOLITAN DISTRICT NO. 1 BALLOT ISSUE NO. 5D

SHALL WESTCREEK METROPOLITAN DISTRICT NO. 1 DEBT BE INCREASED \$6,000,000 WITH A REPAYMENT COST OF \$18,000,000 OR SUCH LESSER AMOUNT AS MAY BE NECESSARY, AND SHALL WESTCREEK METROPOLITAN DISTRICT NO. 1 TAXES BE INCREASED \$6,000,000 ANNUALLY OR SUCH LESSER AMOUNT AS MAY BE NECESSARY FOR THE PAYMENT OF SUCH DEBT AND ANY REFUNDINGS THEREOF, AT AN INTEREST RATE THAT IS EQUAL TO, LOWER OR HIGHER THAN THE INTEREST RATE ON THE REFUNDED DEBT, FOR THE PURPOSE OF PAYING, LEASING, FINANCING OR REIMBURSING ALL OR ANY PART OF THE COSTS OF DESIGNING, ACQUIRING, CONSTRUCTING, RELOCATING, INSTALLING, COMPLETING AND OTHERWISE PROVIDING, WITHIN OR WITHOUT THE BOUNDARIES OF THE DISTRICT, STREET IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO CURBS, GUTTERS, CULVERTS, AND OTHER DRAINAGE FACILITIES, UNDERGROUND CONDUITS, SIDEWALKS, TRAILS, PUBLIC PARKING LOTS, STRUCTURES AND FACILITIES, PAVING, LIGHTING, GRADING, LANDSCAPING, BIKE PATHS AND PEDESTRIAN WAYS, PEDESTRIAN OVERPASSES, RETAINING WALLS, FENCING, ENTRY MONUMENTATION, STREETSCAPING, BRIDGES, OVERPASSES, UNDERPASSES, INTERCHANGES, MEDIAN ISLANDS, IRRIGATION, AND A SAFETY PROTECTION SYSTEM THROUGH TRAFFIC AND SAFETY CONTROLS AND DEVICES ON STREETS AND HIGHWAYS AND AT RAILROAD CROSSINGS, SIGNALIZATION, SIGNING AND STRIPING, AREA IDENTIFICATION, DRIVER INFORMATION AND DIRECTIONAL ASSISTANCE SIGNS, TOGETHER WITH ALL NECESSARY, INCIDENTAL, AND APPURTENANT FACILITIES, EQUIPMENT, LAND AND EASEMENTS AND EXTENSIONS OF AND IMPROVEMENTS TO SUCH FACILITIES, SUCH DEBT TO BEAR INTEREST AT A MAXIMUM NET EFFECTIVE INTEREST RATE NOT TO EXCEED 12% PER ANNUM, SUCH INTEREST TO BE PAYABLE AT SUCH TIME OR TIMES, AND WHICH MAY COMPOUND ANNUALLY OR SEMIANNUALLY, AND SUCH DEBT TO MATURE, BE SUBJECT TO REDEMPTION WITH OR WITHOUT PREMIUM, AND BE ISSUED AND SOLD AT, ABOVE OR BELOW PAR, SUCH DEBT TO BE ISSUED OR INCURRED AT ONE TIME OR FROM TIME TO TIME, TO BE PAID FROM ANY LEGALLY AVAILABLE REVENUES OF THE DISTRICT, INCLUDING THE PROCEEDS OF AD VALOREM PROPERTY TAXES; SUCH TAXES TO CONSIST OF AN AD VALOREM MILL LEVY IMPOSED ON ALL TAXABLE PROPERTY OF THE DISTRICT, WITHOUT LIMITATION OF RATE OR AMOUNT OR WITH SUCH LIMITATIONS, ALL OF THE ABOVE AS MAY BE DETERMINED BY THE DISTRICT BOARD OF DIRECTORS, TO BE USED FOR THE PURPOSE OF PAYING THE PRINCIPAL OF, PREMIUM IF ANY, AND INTEREST ON SUCH DEBT; AND SHALL THE PROCEEDS OF ANY SUCH DEBT AND THE REVENUE FROM SUCH TAXES, ANY OTHER REVENUE USED TO PAY SUCH DEBT, AND INVESTMENT EARNINGS THEREON, BE COLLECTED, RETAINED AND SPENT BY THE DISTRICT AS A VOTER-APPROVED REVENUE CHANGE, WITHOUT REGARD TO ANY SPENDING, REVENUE-RAISING, OR OTHER LIMITATION CONTAINED WITHIN ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION, OR ANY OTHER LAW WHICH PURPORTS TO LIMIT THE DISTRICT'S REVENUES OR EXPENDITURES AS IT CURRENTLY EXISTS OR AS IT MAY BE AMENDED IN THE FUTURE, AND WITHOUT LIMITING IN ANY YEAR THE AMOUNT OF OTHER REVENUES THAT MAY BE COLLECTED, RETAINED AND SPENT BY THE DISTRICT?

BALLOT ISSUE 5D	NUMBER OF VOTES CAST (NUMERIC AND SPELLED OUT)		
	mail ballot	absentee ballot	TOTAL
YES	0	1	1
	Zero	One	One
NO	0	0	0
	Zero	Zero	Zero

WESTCREEK METROPOLITAN DISTRICT NO. 1 BALLOT ISSUE NO. 5E

SHALL WESTCREEK METROPOLITAN DISTRICT NO. 1 DEBT BE INCREASED \$6,000,000 WITH A REPAYMENT COST OF \$18,000,000 OR SUCH LESSER AMOUNT AS MAY BE NECESSARY, AND SHALL WESTCREEK METROPOLITAN DISTRICT NO. 1 TAXES BE INCREASED \$6,000,000 ANNUALLY OR SUCH LESSER AMOUNT AS MAY BE NECESSARY FOR THE PAYMENT OF SUCH DEBT AND ANY REFUNDINGS THEREOF, AT AN INTEREST RATE THAT IS EQUAL TO, LOWER OR HIGHER THAN THE INTEREST RATE ON THE REFUNDED DEBT, FOR THE PURPOSE OF PAYING, LEASING, FINANCING OR REIMBURSING ALL OR ANY PART OF THE COSTS OF DESIGNING, ACQUIRING, CONSTRUCTING, RELOCATING, INSTALLING, COMPLETING AND OTHERWISE PROVIDING, WITHIN OR WITHOUT THE BOUNDARIES OF THE DISTRICT, PARKS AND RECREATION FACILITIES, IMPROVEMENTS AND PROGRAMS, INCLUDING BUT NOT LIMITED TO COMMUNITY PARKS, BIKE PATHS AND PEDESTRIAN WAYS, FENCING, TRAILS, REGIONAL TRAILS, FIELDS, TOT LOTS, OPEN SPACE, CULTURAL ACTIVITIES, COMMON AREAS, COMMUNITY RECREATION CENTERS, TENNIS COURTS, OUTDOOR LIGHTING, EVENT FACILITIES, IRRIGATION FACILITIES, LAKES, WATER BODIES, SWIMMING POOLS, PUBLIC FOUNTAINS AND SCULPTURES, ART, GARDENS, LANDSCAPING, WEED CONTROL, AND OTHER ACTIVE AND PASSIVE RECREATIONAL FACILITIES, IMPROVEMENTS AND PROGRAMS, TOGETHER WITH ALL NECESSARY, INCIDENTAL, AND APPURTENANT FACILITIES, EQUIPMENT, LAND, EASEMENTS AND EXTENSIONS OF AND IMPROVEMENTS TO SUCH FACILITIES, SUCH DEBT TO BEAR INTEREST AT A MAXIMUM NET EFFECTIVE INTEREST RATE NOT TO EXCEED 12% PER ANNUM, SUCH INTEREST TO BE PAYABLE AT SUCH TIME OR TIMES, AND WHICH MAY COMPOUND ANNUALLY OR SEMIANNUALLY, AND SUCH DEBT TO MATURE, BE SUBJECT TO REDEMPTION WITH OR WITHOUT PREMIUM, AND BE ISSUED AND SOLD AT, ABOVE OR BELOW PAR, SUCH DEBT TO BE ISSUED OR INCURRED AT ONE TIME OR FROM TIME TO TIME, TO BE PAID FROM ANY LEGALLY AVAILABLE REVENUES OF THE DISTRICT, INCLUDING THE PROCEEDS OF AD VALOREM PROPERTY TAXES; SUCH TAXES TO CONSIST OF AN AD VALOREM MILL LEVY IMPOSED ON ALL TAXABLE PROPERTY OF THE DISTRICT, WITHOUT LIMITATION OF RATE OR AMOUNT OR WITH SUCH LIMITATIONS, ALL OF THE ABOVE AS MAY BE DETERMINED BY THE DISTRICT BOARD OF DIRECTORS, TO BE USED FOR THE PURPOSE OF PAYING THE PRINCIPAL

OF, PREMIUM IF ANY, AND INTEREST ON SUCH DEBT; AND SHALL THE PROCEEDS OF ANY SUCH DEBT AND THE REVENUE FROM SUCH TAXES, ANY OTHER REVENUE USED TO PAY SUCH DEBT, AND INVESTMENT EARNINGS THEREON, BE COLLECTED, RETAINED AND SPENT BY THE DISTRICT AS A VOTER-APPROVED REVENUE CHANGE, WITHOUT REGARD TO ANY SPENDING, REVENUE-RAISING, OR OTHER LIMITATION CONTAINED WITHIN ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION, OR ANY OTHER LAW WHICH PURPORTS TO LIMIT THE DISTRICT'S REVENUES OR EXPENDITURES AS IT CURRENTLY EXISTS OR AS IT MAY BE AMENDED IN THE FUTURE, AND WITHOUT LIMITING IN ANY YEAR THE AMOUNT OF OTHER REVENUES THAT MAY BE COLLECTED, RETAINED AND SPENT BY THE DISTRICT?

BALLOT ISSUE 5E	NUMBER OF VOTES CAST (NUMERIC AND SPELLED OUT)		
	mail ballot	absentee ballot	TOTAL
YES	0	1	1
	Zero	One	One
NO	0	0	0
	Zero	Zero	Zero

WESTCREEK METROPOLITAN DISTRICT NO. 1 BALLOT ISSUE NO. 5F

SHALL WESTCREEK METROPOLITAN DISTRICT NO. 1 DEBT BE INCREASED \$6,000,000 WITH A REPAYMENT COST OF \$18,000,000 OR SUCH LESSER AMOUNT AS MAY BE NECESSARY, AND SHALL WESTCREEK METROPOLITAN DISTRICT NO. 1 TAXES BE INCREASED \$6,000,000 ANNUALLY OR SUCH LESSER AMOUNT AS MAY BE NECESSARY FOR THE PAYMENT OF SUCH DEBT AND ANY REFUNDINGS THEREOF, AT AN INTEREST RATE THAT IS EQUAL TO, LOWER OR HIGHER THAN THE INTEREST RATE ON THE REFUNDED DEBT, FOR THE PURPOSE OF PAYING, LEASING, FINANCING OR REIMBURSING ALL OR ANY PART OF THE COSTS OF DESIGNING, ACQUIRING, CONSTRUCTING, RELOCATING, INSTALLING, COMPLETING AND OTHERWISE PROVIDING, WITHIN OR WITHOUT THE BOUNDARIES OF THE DISTRICT, A POTABLE AND NON-POTABLE WATER SUPPLY, STORAGE, TRANSMISSION AND DISTRIBUTION SYSTEM FOR DOMESTIC AND OTHER PUBLIC AND PRIVATE PURPOSES BY ANY AVAILABLE MEANS, AND TO PROVIDE ALL NECESSARY OR PROPER TREATMENT WORKS AND FACILITIES, EQUIPMENT, AND APPURTENANCES INCIDENT THERETO, INCLUDING BUT NOT LIMITED TO WELLS, WATER PUMPS, WATER LINES, WATER FEATURES, PURIFICATION PLANTS, PUMP STATIONS, TRANSMISSION LINES, DISTRIBUTION MAINS AND LATERALS, FIRE HYDRANTS, METERS, WATER TAPS, IRRIGATION FACILITIES, CANALS, DITCHES, WATER RIGHTS, FLUMES, PARTIAL FLUMES, HEADGATES, DROP STRUCTURES, STORAGE RESERVOIRS AND FACILITIES, TOGETHER WITH ALL NECESSARY, INCIDENTAL AND APPURTENANT FACILITIES, EQUIPMENT, LAND,

EASEMENTS, AND EXTENSIONS OF AND IMPROVEMENTS TO SUCH FACILITIES, SUCH DEBT TO BEAR INTEREST AT A MAXIMUM NET EFFECTIVE INTEREST RATE NOT TO EXCEED 12% PER ANNUM, SUCH INTEREST TO BE PAYABLE AT SUCH TIME OR TIMES, AND WHICH MAY COMPOUND ANNUALLY OR SEMIANNUALLY, AND SUCH DEBT TO MATURE, BE SUBJECT TO REDEMPTION WITH OR WITHOUT PREMIUM, AND BE ISSUED AND SOLD AT, ABOVE OR BELOW PAR, SUCH DEBT TO BE ISSUED OR INCURRED AT ONE TIME OR FROM TIME TO TIME, TO BE PAID FROM ANY LEGALLY AVAILABLE REVENUES OF THE DISTRICT, INCLUDING THE PROCEEDS OF AD VALOREM PROPERTY TAXES; SUCH TAXES TO CONSIST OF AN AD VALOREM MILL LEVY IMPOSED ON ALL TAXABLE PROPERTY OF THE DISTRICT, WITHOUT LIMITATION OF RATE OR AMOUNT OR WITH SUCH LIMITATIONS, ALL OF THE ABOVE AS MAY BE DETERMINED BY THE DISTRICT BOARD OF DIRECTORS, TO BE USED FOR THE PURPOSE OF PAYING THE PRINCIPAL OF, PREMIUM IF ANY, AND INTEREST ON SUCH DEBT; AND SHALL THE PROCEEDS OF ANY SUCH DEBT AND THE REVENUE FROM SUCH TAXES, ANY OTHER REVENUE USED TO PAY SUCH DEBT, AND INVESTMENT EARNINGS THEREON, BE COLLECTED, RETAINED AND SPENT BY THE DISTRICT AS A VOTER-APPROVED REVENUE CHANGE, WITHOUT REGARD TO ANY SPENDING, REVENUE-RAISING, OR OTHER LIMITATION CONTAINED WITHIN ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION, OR ANY OTHER LAW WHICH PURPORTS TO LIMIT THE DISTRICT'S REVENUES OR EXPENDITURES AS IT CURRENTLY EXISTS OR AS IT MAY BE AMENDED IN THE FUTURE, AND WITHOUT LIMITING IN ANY YEAR THE AMOUNT OF OTHER REVENUES THAT MAY BE COLLECTED, RETAINED AND SPENT BY THE DISTRICT?

BALLOT ISSUE 5F	NUMBER OF VOTES CAST (NUMERIC AND SPELLED OUT)		
	mail ballot	absentee ballot	TOTAL
YES	0	1	1
	Zero	One	One
NO	0	0	0
	Zero	Zero	Zero

WESTCREEK METROPOLITAN DISTRICT NO. 1 BALLOT ISSUE NO. 5G

SHALL WESTCREEK METROPOLITAN DISTRICT NO. 1 DEBT BE INCREASED \$6,000,000 WITH A REPAYMENT COST OF \$18,000,000 OR SUCH LESSER AMOUNT AS MAY BE NECESSARY, AND SHALL WESTCREEK METROPOLITAN DISTRICT NO. 1 TAXES BE INCREASED \$6,000,000 ANNUALLY OR SUCH LESSER AMOUNT AS MAY BE NECESSARY FOR THE PAYMENT OF SUCH DEBT AND ANY REFUNDINGS THEREOF, AT AN INTEREST RATE THAT IS EQUAL TO, LOWER OR HIGHER THAN THE INTEREST RATE ON THE REFUNDED DEBT, FOR THE PURPOSE OF PAYING, LEASING, FINANCING OR REIMBURSING ALL OR ANY PART OF THE COSTS OF DESIGNING,

ACQUIRING, CONSTRUCTING, RELOCATING, INSTALLING, COMPLETING AND OTHERWISE PROVIDING, WITHIN OR WITHOUT THE BOUNDARIES OF THE DISTRICT, A SANITATION SYSTEM WHICH MAY CONSIST OF STORM OR SANITARY SEWERS, OR BOTH, FLOOD AND SURFACE DRAINAGE, TREATMENT AND DISPOSAL WORKS AND FACILITIES, OR SOLID WASTE DISPOSAL FACILITIES OR WASTE SERVICES, AND ALL NECESSARY OR PROPER EQUIPMENT AND APPURTENANCES INCIDENT THERETO, INCLUDING BUT NOT LIMITED TO TREATMENT PLANTS AND FACILITIES, COLLECTION MAINS AND LATERALS, LIFT STATIONS, TRANSMISSION LINES, CANALS, SLUDGE HANDLING, REUSE AND DISPOSAL FACILITIES, AND/OR STORM SEWER, FLOOD AND SURFACE DRAINAGE FACILITIES AND SYSTEMS, INCLUDING DETENTION/RETENTION PONDS, BOX CULVERTS AND ASSOCIATED IRRIGATION FACILITIES, EQUIPMENT, LAND, EASEMENTS AND SEWER TAPS, AND EXTENSIONS OF AND IMPROVEMENTS TO SUCH FACILITIES, SUCH DEBT TO BEAR INTEREST AT A MAXIMUM NET EFFECTIVE INTEREST RATE NOT TO EXCEED 12% PER ANNUM, SUCH INTEREST TO BE PAYABLE AT SUCH TIME OR TIMES, AND WHICH MAY COMPOUND ANNUALLY OR SEMIANNUALLY, AND SUCH DEBT TO MATURE, BE SUBJECT TO REDEMPTION WITH OR WITHOUT PREMIUM, AND BE ISSUED AND SOLD AT, ABOVE OR BELOW PAR, SUCH DEBT TO BE ISSUED OR INCURRED AT ONE TIME OR FROM TIME TO TIME, TO BE PAID FROM ANY LEGALLY AVAILABLE REVENUES OF THE DISTRICT, INCLUDING THE PROCEEDS OF AD VALOREM PROPERTY TAXES; SUCH TAXES TO CONSIST OF AN AD VALOREM MILL LEVY IMPOSED ON ALL TAXABLE PROPERTY OF THE DISTRICT, WITHOUT LIMITATION OF RATE OR AMOUNT OR WITH SUCH LIMITATIONS, ALL OF THE ABOVE AS MAY BE DETERMINED BY THE DISTRICT BOARD OF DIRECTORS, TO BE USED FOR THE PURPOSE OF PAYING THE PRINCIPAL OF, PREMIUM IF ANY, AND INTEREST ON SUCH DEBT; AND SHALL THE PROCEEDS OF ANY SUCH DEBT AND THE REVENUE FROM SUCH TAXES, ANY OTHER REVENUE USED TO PAY SUCH DEBT, AND INVESTMENT EARNINGS THEREON, BE COLLECTED, RETAINED AND SPENT BY THE DISTRICT AS A VOTER-APPROVED REVENUE CHANGE, WITHOUT REGARD TO ANY SPENDING, REVENUE-RAISING, OR OTHER LIMITATION CONTAINED WITHIN ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION, OR ANY OTHER LAW WHICH PURPORTS TO LIMIT THE DISTRICT'S REVENUES OR EXPENDITURES AS IT CURRENTLY EXISTS OR AS IT MAY BE AMENDED IN THE FUTURE, AND WITHOUT LIMITING IN ANY YEAR THE AMOUNT OF OTHER REVENUES THAT MAY BE COLLECTED, RETAINED AND SPENT BY THE DISTRICT?

BALLOT ISSUE 5G	NUMBER OF VOTES CAST (NUMERIC AND SPELLED OUT)		
	mail ballot	absentee ballot	TOTAL
YES	0	1	1
	Zero	One	One
NO	0	0	0
	Zero	Zero	Zero

WESTCREEK METROPOLITAN DISTRICT NO. 1 BALLOT ISSUE NO. 5H

SHALL WESTCREEK METROPOLITAN DISTRICT NO. 1 DEBT BE INCREASED \$6,000,000 WITH A REPAYMENT COST OF \$18,000,000 OR SUCH LESSER AMOUNT AS MAY BE NECESSARY, AND SHALL WESTCREEK METROPOLITAN DISTRICT NO. 1 TAXES BE INCREASED \$6,000,000 ANNUALLY OR SUCH LESSER AMOUNT AS MAY BE NECESSARY FOR THE PAYMENT OF SUCH DEBT AND ANY REFUNDINGS THEREOF, AT AN INTEREST RATE THAT IS EQUAL TO, LOWER OR HIGHER THAN THE INTEREST RATE ON THE REFUNDED DEBT, FOR THE PURPOSE OF PAYING, LEASING, FINANCING OR REIMBURSING ALL OR ANY PART OF THE COSTS OF DESIGNING, ACQUIRING, CONSTRUCTING, RELOCATING, INSTALLING, COMPLETING AND OTHERWISE PROVIDING, WITHIN OR WITHOUT THE BOUNDARIES OF THE DISTRICT, A SYSTEM TO TRANSPORT THE PUBLIC BY BUS, RAIL OR ANY OTHER MEANS OF CONVEYANCE, OR ANY COMBINATION THEREOF, OR PURSUANT TO CONTRACT, INCLUDING BUT NOT LIMITED TO PUBLIC TRANSPORTATION SYSTEM IMPROVEMENTS, TRANSPORTATION EQUIPMENT, PARK AND RIDE FACILITIES, PUBLIC PARKING LOTS, STRUCTURES, ROOFS, COVERS AND FACILITIES, TOGETHER WITH ALL NECESSARY, INCIDENTAL AND APPURTENANT FACILITIES, EQUIPMENT, LAND, EASEMENTS, AND ALL NECESSARY EXTENSIONS OF AND IMPROVEMENTS TO SUCH FACILITIES OR SYSTEMS, SUCH DEBT TO BEAR INTEREST AT A MAXIMUM NET EFFECTIVE INTEREST RATE NOT TO EXCEED 12% PER ANNUM, SUCH INTEREST TO BE PAYABLE AT SUCH TIME OR TIMES, AND WHICH MAY COMPOUND ANNUALLY OR SEMIANNUALLY, AND SUCH DEBT TO MATURE, BE SUBJECT TO REDEMPTION WITH OR WITHOUT PREMIUM, AND BE ISSUED AND SOLD AT, ABOVE OR BELOW PAR, SUCH DEBT TO BE ISSUED OR INCURRED AT ONE TIME OR FROM TIME TO TIME, TO BE PAID FROM ANY LEGALLY AVAILABLE REVENUES OF THE DISTRICT, INCLUDING THE PROCEEDS OF AD VALOREM PROPERTY TAXES; SUCH TAXES TO CONSIST OF AN AD VALOREM MILL LEVY IMPOSED ON ALL TAXABLE PROPERTY OF THE DISTRICT, WITHOUT LIMITATION OF RATE OR AMOUNT OR WITH SUCH LIMITATIONS, ALL OF THE ABOVE AS MAY BE DETERMINED BY THE DISTRICT BOARD OF DIRECTORS, TO BE USED FOR THE PURPOSE OF PAYING THE PRINCIPAL OF, PREMIUM IF ANY, AND INTEREST ON SUCH DEBT; AND SHALL THE PROCEEDS OF ANY SUCH DEBT AND THE REVENUE FROM SUCH TAXES, ANY OTHER REVENUE USED TO PAY SUCH DEBT, AND INVESTMENT EARNINGS THEREON, BE COLLECTED, RETAINED AND SPENT BY THE DISTRICT AS A VOTER-APPROVED REVENUE CHANGE, WITHOUT REGARD TO ANY SPENDING, REVENUE-RAISING, OR OTHER LIMITATION CONTAINED WITHIN ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION, OR ANY OTHER LAW WHICH PURPORTS TO LIMIT THE DISTRICT'S REVENUES OR EXPENDITURES AS IT CURRENTLY EXISTS OR AS IT MAY BE AMENDED IN THE FUTURE, AND WITHOUT LIMITING IN ANY YEAR THE AMOUNT OF OTHER REVENUES THAT MAY BE COLLECTED, RETAINED AND SPENT BY THE DISTRICT?

BALLOT ISSUE 5H	NUMBER OF VOTES CAST (NUMERIC AND SPELLED OUT)		
	mail ballot	absentee ballot	TOTAL
YES	0 Zero	1 One	1 One
NO	0 Zero	0 Zero	0 Zero

WESTCREEK METROPOLITAN DISTRICT NO. 1 BALLOT ISSUE NO. 5I

SHALL WESTCREEK METROPOLITAN DISTRICT NO. 1 DEBT BE INCREASED \$6,000,000 WITH A REPAYMENT COST OF \$18,000,000 OR SUCH LESSER AMOUNT AS MAY BE NECESSARY, AND SHALL WESTCREEK METROPOLITAN DISTRICT NO. 1 TAXES BE INCREASED \$6,000,000 ANNUALLY OR SUCH LESSER AMOUNT AS MAY BE NECESSARY FOR THE PAYMENT OF SUCH DEBT AND ANY REFUNDINGS THEREOF, AT AN INTEREST RATE THAT IS EQUAL TO, LOWER OR HIGHER THAN THE INTEREST RATE ON THE REFUNDED DEBT, FOR THE PURPOSE OF PAYING, LEASING, FINANCING OR REIMBURSING ALL OR ANY PART OF THE COSTS OF DESIGNING, ACQUIRING, CONSTRUCTING, RELOCATING, INSTALLING, COMPLETING AND OTHERWISE PROVIDING, WITHIN OR WITHOUT THE BOUNDARIES OF THE DISTRICT, A SAFETY PROTECTION SYSTEM OF TRAFFIC AND SAFETY CONTROLS AND DEVICES ON STREETS AND HIGHWAYS AND AT RAILROAD CROSSINGS, INCLUDING BUT NOT LIMITED TO TRAFFIC SIGNALS AND SIGNAGE, AND CONSTRUCTING UNDERPASSES OR OVERPASSES AT RAILROAD CROSSINGS, TOGETHER WITH ALL NECESSARY, INCIDENTAL, AND APPURTENANT FACILITIES, EQUIPMENT, LAND, EASEMENTS AND EXTENSIONS OF AND IMPROVEMENTS TO SUCH FACILITIES, SUCH DEBT TO BEAR INTEREST AT A MAXIMUM NET EFFECTIVE INTEREST RATE NOT TO EXCEED 12% PER ANNUM, SUCH INTEREST TO BE PAYABLE AT SUCH TIME OR TIMES, AND WHICH MAY COMPOUND ANNUALLY OR SEMIANNUALLY, AND SUCH DEBT TO MATURE, BE SUBJECT TO REDEMPTION WITH OR WITHOUT PREMIUM, AND BE ISSUED AND SOLD AT, ABOVE OR BELOW PAR, SUCH DEBT TO BE ISSUED OR INCURRED AT ONE TIME OR FROM TIME TO TIME, TO BE PAID FROM ANY LEGALLY AVAILABLE REVENUES OF THE DISTRICT, INCLUDING THE PROCEEDS OF AD VALOREM PROPERTY TAXES; SUCH TAXES TO CONSIST OF AN AD VALOREM MILL LEVY IMPOSED ON ALL TAXABLE PROPERTY OF THE DISTRICT, WITHOUT LIMITATION OF RATE OR AMOUNT OR WITH SUCH LIMITATIONS, ALL OF THE ABOVE AS MAY BE DETERMINED BY THE DISTRICT BOARD OF DIRECTORS, TO BE USED FOR THE PURPOSE OF PAYING THE PRINCIPAL OF, PREMIUM IF ANY, AND INTEREST ON SUCH DEBT; AND SHALL THE PROCEEDS OF ANY SUCH DEBT AND THE REVENUE FROM SUCH TAXES, ANY OTHER REVENUE USED TO PAY SUCH DEBT, AND INVESTMENT EARNINGS THEREON, BE COLLECTED, RETAINED AND SPENT BY THE DISTRICT AS A VOTER-APPROVED REVENUE CHANGE, WITHOUT REGARD TO ANY SPENDING, REVENUE-RAISING, OR OTHER LIMITATION CONTAINED WITHIN ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION, OR ANY OTHER LAW WHICH PURPORTS TO

LIMIT THE DISTRICT'S REVENUES OR EXPENDITURES AS IT CURRENTLY EXISTS OR AS IT MAY BE AMENDED IN THE FUTURE, AND WITHOUT LIMITING IN ANY YEAR THE AMOUNT OF OTHER REVENUES THAT MAY BE COLLECTED, RETAINED AND SPENT BY THE DISTRICT?

BALLOT ISSUE 5I	NUMBER OF VOTES CAST (NUMERIC AND SPELLED OUT)		
	mail ballot	absentee ballot	TOTAL
YES	0	1	1
	Zero	One	One
NO	0	0	0
	Zero	Zero	Zero

WESTCREEK METROPOLITAN DISTRICT NO. 1 BALLOT ISSUE NO. 5J

SHALL WESTCREEK METROPOLITAN DISTRICT NO. 1 DEBT BE INCREASED \$6,000,000 WITH A REPAYMENT COST OF \$18,000,000 OR SUCH LESSER AMOUNT AS MAY BE NECESSARY, AND SHALL WESTCREEK METROPOLITAN DISTRICT NO. 1 TAXES BE INCREASED \$6,000,000 ANNUALLY OR SUCH LESSER AMOUNT AS MAY BE NECESSARY FOR THE PAYMENT OF SUCH DEBT AND ANY REFUNDINGS THEREOF, AT AN INTEREST RATE THAT IS EQUAL TO, LOWER OR HIGHER THAN THE INTEREST RATE ON THE REFUNDED DEBT, FOR THE PURPOSE OF PAYING, REIMBURSING, FINANCING OR REFINANCING ALL OR ANY PART OF THE DISTRICT'S OPERATING AND MAINTENANCE EXPENSES, OR ADVANCES OF OPERATING AND MAINTENANCE EXPENSES MADE TO THE DISTRICT, SUCH DEBT TO BEAR INTEREST AT A MAXIMUM NET EFFECTIVE INTEREST RATE NOT TO EXCEED 12% PER ANNUM, SUCH INTEREST TO BE PAYABLE AT SUCH TIME OR TIMES, AND WHICH MAY COMPOUND ANNUALLY OR SEMIANNUALLY, SUCH DEBT TO BE INCURRED AT ONE TIME OR FROM TIME TO TIME AND TO MATURE, BE SUBJECT TO REDEMPTION, WITH OR WITHOUT PREMIUM, AND BE ISSUED AND SOLD AT, ABOVE OR BELOW PAR, AND TO CONTAIN SUCH TERMS, NOT INCONSISTENT HERewith, AND BE MADE PAYABLE FROM ANY LEGALLY AVAILABLE REVENUES OF THE DISTRICT, INCLUDING WITHOUT LIMITATION AD VALOREM PROPERTY TAXES LEVIED IN ANY YEAR, WITHOUT LIMITATION AS TO RATE AND IN AN AMOUNT SUFFICIENT TO PAY THE PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE DEBT WHEN DUE, ALL OF THE ABOVE AS DETERMINED BY THE DISTRICT BOARD OF DIRECTORS, AND SHALL THE PROCEEDS OF THE DEBT, THE REVENUES FROM SUCH TAXES, ANY OTHER REVENUES USED TO PAY THE DEBT, AND ANY EARNINGS FROM THE INVESTMENT OF SUCH PROCEEDS AND REVENUES BE COLLECTED, RETAINED AND SPENT BY THE DISTRICT AS A VOTER-APPROVED REVENUE CHANGE, WITHOUT REGARD TO ANY SPENDING, REVENUE-RAISING, OR OTHER LIMITATION CONTAINED WITHIN ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION, OR ANY OTHER LAW WHICH PURPORTS TO

LIMIT THE DISTRICT'S REVENUES OR EXPENDITURES AS IT CURRENTLY EXISTS OR AS IT MAY BE AMENDED IN THE FUTURE, AND WITHOUT LIMITING IN ANY YEAR THE AMOUNT OF OTHER REVENUES THAT MAY BE COLLECTED, RETAINED AND SPENT BY THE DISTRICT?

BALLOT ISSUE 5J	NUMBER OF VOTES CAST (NUMERIC AND SPELLED OUT)		
	mail ballot	absentee ballot	TOTAL
YES	0	1	1
	Zero	One	One
NO	0	0	0
	Zero	Zero	Zero

WESTCREEK METROPOLITAN DISTRICT NO. 1 BALLOT ISSUE NO. 5K

SHALL WESTCREEK METROPOLITAN DISTRICT NO. 1 DEBT BE INCREASED \$6,000,000 WITH A REPAYMENT COST OF \$18,000,000 OR SUCH LESSER AMOUNT AS MAY BE NECESSARY, AND SHALL WESTCREEK METROPOLITAN DISTRICT NO. 1 TAXES BE INCREASED \$6,000,000 ANNUALLY OR SUCH LESSER AMOUNT AS MAY BE NECESSARY FOR THE PAYMENT OF SUCH DEBT AND ANY REFUNDINGS THEREOF, AT AN INTEREST RATE THAT IS EQUAL TO, LOWER OR HIGHER THAN THE INTEREST RATE ON THE REFUNDED DEBT, FOR THE PURPOSE OF REFUNDING, REFINANCING OR DEFEASING ANY OR ALL OF THE DISTRICT'S DEBT, BUT NOT TO EXCEED THE MAXIMUM NET EFFECTIVE INTEREST RATE OF 12% PER ANNUM, SUCH INTEREST TO BE PAYABLE AT SUCH TIME OR TIMES, AND WHICH MAY COMPOUND ANNUALLY OR SEMIANNUALLY, AND SUCH DEBT TO MATURE, BE SUBJECT TO REDEMPTION WITH OR WITHOUT PREMIUM, AND BE ISSUED AND SOLD AT, ABOVE OR BELOW PAR, SUCH DEBT TO BE ISSUED OR INCURRED AT ONE TIME OR FROM TIME TO TIME, TO BE PAID FROM ANY LEGALLY AVAILABLE REVENUES OF THE DISTRICT, INCLUDING THE PROCEEDS OF AD VALOREM PROPERTY TAXES; SUCH TAXES TO CONSIST OF AN AD VALOREM MILL LEVY IMPOSED ON ALL TAXABLE PROPERTY OF THE DISTRICT, WITHOUT LIMITATION OF RATE OR AMOUNT OR WITH SUCH LIMITATIONS, ALL OF THE ABOVE AS MAY BE DETERMINED BY THE DISTRICT BOARD OF DIRECTORS, TO BE USED FOR THE PURPOSE OF PAYING THE PRINCIPAL OF, PREMIUM IF ANY, AND INTEREST ON SUCH DEBT; AND SHALL THE PROCEEDS OF ANY SUCH DEBT AND THE REVENUE FROM SUCH TAXES, ANY OTHER REVENUE USED TO PAY SUCH DEBT, AND INVESTMENT EARNINGS THEREON, BE COLLECTED, RETAINED AND SPENT BY THE DISTRICT AS A VOTER-APPROVED REVENUE CHANGE, WITHOUT REGARD TO ANY SPENDING, REVENUE-RAISING, OR OTHER LIMITATION CONTAINED WITHIN ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION, OR ANY OTHER LAW WHICH PURPORTS TO LIMIT THE DISTRICT'S REVENUES OR EXPENDITURES AS IT CURRENTLY EXISTS OR AS IT MAY BE AMENDED IN THE

FUTURE, AND WITHOUT LIMITING IN ANY YEAR THE AMOUNT OF OTHER REVENUES THAT MAY BE COLLECTED, RETAINED AND SPENT BY THE DISTRICT?

BALLOT ISSUE 5K	NUMBER OF VOTES CAST (NUMERIC AND SPELLED OUT)		
	mail ballot	absentee ballot	TOTAL
YES	0	1	1
	Zero	One	One
NO	0	0	0
	Zero	Zero	Zero

WESTCREEK METROPOLITAN DISTRICT NO. 1 BALLOT ISSUE NO. 5L

SHALL WESTCREEK METROPOLITAN DISTRICT NO. 1 DEBT BE INCREASED \$6,000,000 WITH A REPAYMENT COST OF \$18,000,000 OR SUCH LESSER AMOUNT AS MAY BE NECESSARY, AND SHALL WESTCREEK METROPOLITAN DISTRICT NO. 1 TAXES BE INCREASED \$6,000,000 ANNUALLY OR SUCH LESSER AMOUNT AS MAY BE NECESSARY FOR THE PAYMENT OF SUCH DEBT AND ANY REFUNDINGS THEREOF, AT AN INTEREST RATE THAT IS EQUAL TO, LOWER OR HIGHER THAN THE INTEREST RATE ON THE REFUNDED DEBT, SUCH DEBT TO CONSIST OF INTERGOVERNMENTAL AGREEMENTS OR OTHER CONTRACTS WITHOUT LIMIT AS TO TERM WITH ONE OR MORE POLITICAL SUBDIVISIONS OF THE STATE, GOVERNMENTAL UNITS, GOVERNMENTALLY-OWNED ENTERPRISES, OR OTHER PUBLIC ENTITIES, WHICH CONTRACTS WILL CONSTITUTE MULTIPLE FISCAL YEAR FINANCIAL OBLIGATIONS AND WHICH WILL OBLIGATE THE DISTRICT TO PAY, REIMBURSE OR FINANCE THE COSTS OF FINANCING, DESIGNING, ACQUIRING, CONSTRUCTING, COMPLETING OR OTHERWISE PROVIDING, AND THE COSTS OF OPERATING AND MAINTAINING, ANY PUBLIC IMPROVEMENT WHICH THE DISTRICT IS LAWFULLY AUTHORIZED TO PROVIDE, ALL AS MAY BE PROVIDED IN SUCH CONTRACTS, SUCH CONTRACTS TO BEAR INTEREST AT A MAXIMUM NET EFFECTIVE INTEREST RATE NOT TO EXCEED 12% PER ANNUM, BE REFINANCED AT A NET EFFECTIVE INTEREST RATE NOT TO EXCEED THE MAXIMUM NET EFFECTIVE INTEREST RATE WITHOUT ADDITIONAL VOTER APPROVAL AND CONTAIN SUCH TERMS, NOT INCONSISTENT HERewith, AS THE DISTRICT BOARD OF DIRECTORS MAY DETERMINE; AND IN CONNECTION THEREWITH SHALL AD VALOREM PROPERTY TAXES BE LEVIED IN ANY YEAR, WITHOUT LIMITATION AS TO RATE AND IN AN AMOUNT SUFFICIENT TO PAY THE OBLIGATIONS OF THE CONTRACTS WHEN DUE, THE PROCEEDS OF THE CONTRACTS, THE REVENUES FROM ALL TAXES, FROM REVENUE SHARING AGREEMENTS, ANY OTHER REVENUES USED TO PAY THE CONTRACTS AND ANY EARNINGS FROM THE INVESTMENT OF SUCH PROCEEDS AND REVENUES BE COLLECTED, RETAINED AND SPENT BY THE DISTRICT AS A VOTER-APPROVED REVENUE CHANGE, WITHOUT REGARD TO

ANY SPENDING, REVENUE-RAISING, OR OTHER LIMITATION CONTAINED WITHIN ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION, OR ANY OTHER LAW WHICH PURPORTS TO LIMIT THE DISTRICT'S REVENUES OR EXPENDITURES AS IT CURRENTLY EXISTS OR AS IT MAY BE AMENDED IN THE FUTURE, AND WITHOUT LIMITING IN ANY YEAR THE AMOUNT OF OTHER REVENUES THAT MAY BE COLLECTED, RETAINED AND SPENT BY THE DISTRICT?

BALLOT ISSUE 5L	NUMBER OF VOTES CAST (NUMERIC AND SPELLED OUT)		
	mail ballot	absentee ballot	TOTAL
YES	0 Zero	1 One	1 One
NO	0 Zero	0 Zero	0 Zero

WESTCREEK METROPOLITAN DISTRICT NO. 1 BALLOT ISSUE NO. 5M

SHALL WESTCREEK METROPOLITAN DISTRICT NO. 1 BE AUTHORIZED TO ENTER INTO ONE OR MORE INTERGOVERNMENTAL AGREEMENTS WITH THE STATE OR ONE OR MORE POLITICAL SUBDIVISIONS OF THE STATE FOR THE PURPOSE OF JOINTLY FINANCING THE COSTS OF ANY PUBLIC IMPROVEMENTS, FACILITIES, SYSTEMS, PROGRAMS, OR PROJECTS WHICH THE DISTRICT MAY LAWFULLY PROVIDE, OR FOR THE PURPOSE OF PROVIDING FOR THE OPERATIONS AND MAINTENANCE OF THE DISTRICT AND ITS FACILITIES AND PROPERTIES, WHICH AGREEMENT MAY CONSTITUTE A MULTIPLE FISCAL YEAR FINANCIAL OBLIGATION OF THE DISTRICT TO THE EXTENT PROVIDED THEREIN AND OTHERWISE AUTHORIZED BY LAW, AND IN CONNECTION THEREWITH SHALL THE DISTRICT BE AUTHORIZED TO MAKE COVENANTS REGARDING THE ESTABLISHMENT AND USE OF AD VALOREM TAXES, RATES, FEES, TOLLS, PENALTIES, AND OTHER CHARGES OR REVENUES OF THE DISTRICT, AND COVENANTS, REPRESENTATIONS, AND WARRANTIES AS TO OTHER MATTERS ARISING UNDER THE AGREEMENTS, ALL AS MAY BE DETERMINED BY THE DISTRICT BOARD OF DIRECTORS?

BALLOT ISSUE 5M	NUMBER OF VOTES CAST (NUMERIC AND SPELLED OUT)		
	mail ballot	absentee ballot	TOTAL
YES	0 Zero	1 One	1 One
NO	0 Zero	0 Zero	0 Zero

WESTCREEK METROPOLITAN DISTRICT NO. 1 BALLOT ISSUE NO. 5N

SHALL WESTCREEK METROPOLITAN DISTRICT NO. 1 BE AUTHORIZED TO COLLECT, RETAIN, AND SPEND THE FULL AMOUNT OF ALL TAXES, TAX INCREMENT REVENUES, TAP FEES, PARK FEES, FACILITY FEES, SERVICE CHARGES, INSPECTION CHARGES, ADMINISTRATIVE CHARGES, GRANTS OR ANY OTHER FEE, RATE, TOLL, PENALTY, OR CHARGE AUTHORIZED BY LAW OR CONTRACT TO BE IMPOSED, COLLECTED OR RECEIVED BY THE DISTRICT DURING 2007 AND EACH FISCAL YEAR THEREAFTER, SUCH AMOUNTS TO CONSTITUTE A VOTER-APPROVED REVENUE CHANGE AND BE COLLECTED, RETAINED AND SPENT BY THE DISTRICT WITHOUT REGARD TO ANY SPENDING, REVENUE-RAISING, OR OTHER LIMITATION CONTAINED IN ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION, THE LIMITS IMPOSED ON INCREASES IN PROPERTY TAXATION BY SECTION 29-1-301, C.R.S. IN ANY SUBSEQUENT YEAR, OR ANY OTHER LAW WHICH PURPORTS TO LIMIT THE DISTRICT'S REVENUES OR EXPENDITURES AS IT CURRENTLY EXISTS OR AS IT MAY BE AMENDED IN THE FUTURE, AND WITHOUT LIMITING IN ANY YEAR THE AMOUNT OF OTHER REVENUES THAT MAY BE COLLECTED, RETAINED AND SPENT BY THE DISTRICT?

BALLOT ISSUE 5N	NUMBER OF VOTES CAST (NUMERIC AND SPELLED OUT)		
	mail ballot	absentee ballot	TOTAL
YES	0 Zero	1 One	1 One
NO	0 Zero	0 Zero	0 Zero

That the votes cast on ballot issues to implement the provisions of Article XVIII, Section 11 of the Colorado Constitution as applied to the proposed District were as follows:

WESTCREEK METROPOLITAN DISTRICT NO. 1 BALLOT QUESTION NO. 50

Shall members of the board of directors of Westcreek Metropolitan District No. 1 be authorized to serve without limitation on their terms of office pursuant to the right granted to the voters of the District in Article XVIII, Section 11 of the Colorado Constitution to lengthen, shorten, or eliminate the limitations on the terms of office imposed by such section?

BALLOT QUESTION 50	NUMBER OF VOTES CAST (NUMERIC AND SPELLED OUT)		
	mail ballot	absentee ballot	TOTAL
YES	0	1	1
	Zero	One	One
NO	0	0	0
	Zero	Zero	Zero

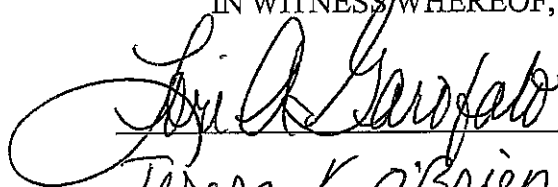
It is hereby identified and specified that:

	Numeric	Spelled Out
Number of ballots sent out:	0	Zero
Number of ballots returned:	0	Zero
Number of undeliverable ballots: (returned by the Post Office)	0	Zero
Number of replacement ballots issued: (a ballot requested by an eligible elector if the ballot was destroyed, spoiled, lost or for some reason not received)	0	Zero
Number of replacement ballots returned:	0	Zero Zero
Number of absent voter ballots issued:	1	One
Number of absent voter ballots returned:	1	One
Number of return envelopes in non-compliance:	0	Zero

Number of spoiled ballots returned:	0	Zero
Number of unused ballots:	0	Zero
Number of defective ballots:	0	Zero
Number of first time voter ballots returned without adequate identification	0	Zero

That all of said ballots counted were cast at said election by those eligible electors of the District who were eligible to vote at general elections in this State pursuant to the Uniform Election Code of 1992, as amended, and who either had been a resident of the District for not less than thirty days, or who or whose spouse own taxable real or personal property within the boundaries of the District, whether said person resides within the District or not, and that no person possessing proper qualifications was refused the privilege of voting at said election.

IN WITNESS WHEREOF, we have hereunto set our hands this 7th day of November, 2006.



 Teresa K. O'Brien

)
)
) Judges of Election

All unused ballots, spoiled ballots, and stubs of ballots voted shall be returned with the statement.



Request for Town Council Action

Date: March 4, 2019

Submitted By: Carolyn Parkinson, Planner I
John Fussa, Community Development Director

Reviewed By: Michelle Kivela, Town Administrator

Title: **RESOLUTION NO. 19-012**
A Resolution to Determine that the Stroh Road Property Substantially Complies with the Requirements of the Annexation Act of 1965 and to Set a Public Hearing Date for April 15, 2019

Department: **Community Development, Carolyn Parkinson**
Engineering/Public Works, Chris Hudson

EXECUTIVE SUMMARY

The Town proposes to annex a portion of the Stroh Road right-of-way (ROW) located on the south side of the road between Crowfoot Valley Road and J Morgan Boulevard. The property in question is ROW needed for the planned widening of Stroh Road in the future. The schedule for widening Stroh Road is dependent upon future budget appropriations but is currently anticipated to occur within the next five (5) years. The purpose of the resolution is to set a Public Hearing date for Town Council to consider the annexation of this property on April 15, 2019.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town Council accepted the conveyance of property from Parker Water and Sanitation District (PWSD) pursuant to Resolution 18-080 on November 5, 2018. The property will be utilized as right-of-way (ROW) for the future widening of Stroh Road but is currently located outside the Town boundary. The proposed annexation will bring the ROW into the Town and allow for the planned widening of Stroh Road.

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)



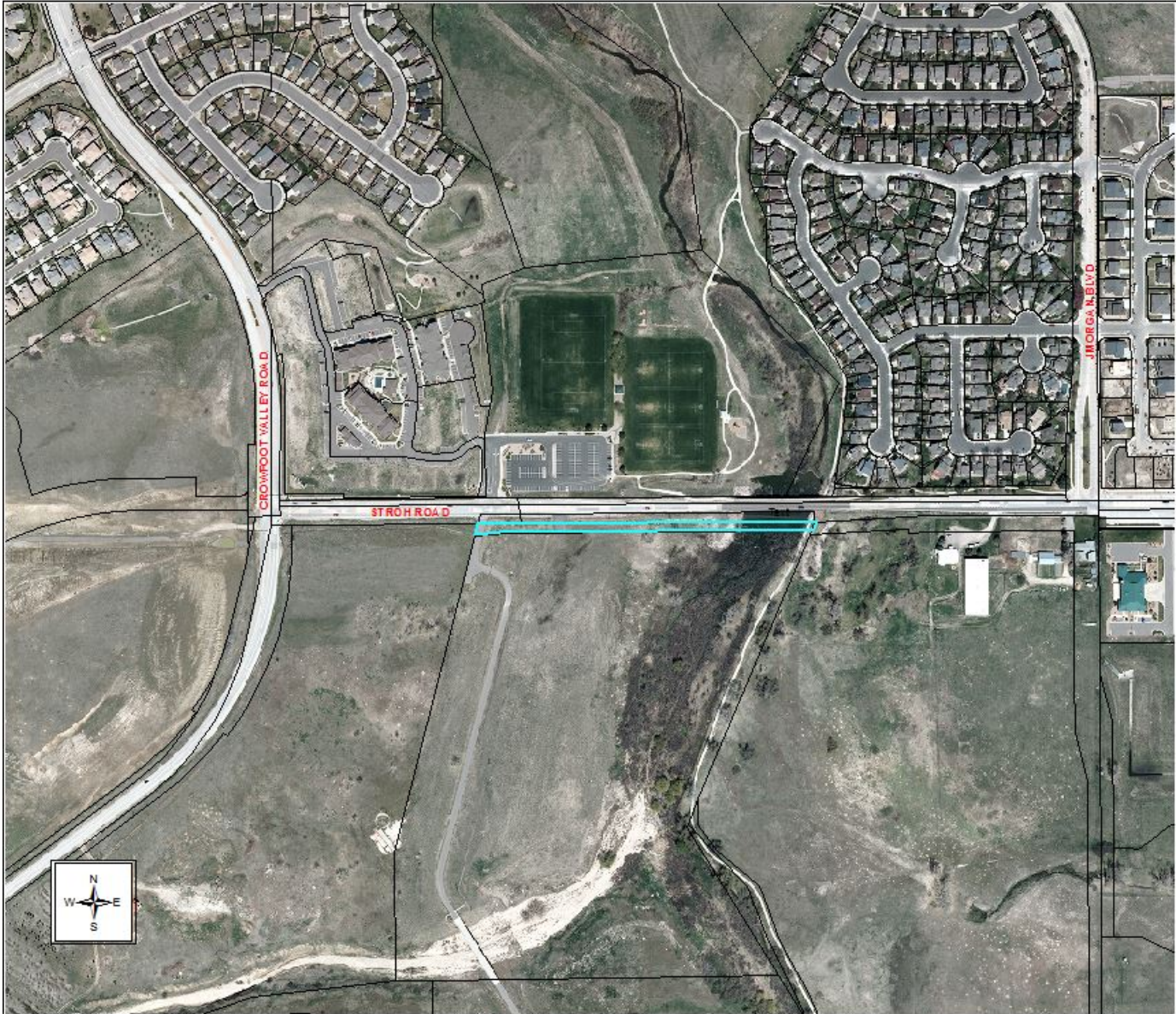
DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH

ATTACHMENTS

1. Vicinity Map
2. Resolution No. 19-012
3. Annexation Map

RECOMMENDED MOTION

I move to approve Resolution No. 19-012, as part of the consent agenda.



RESOLUTION NO. 19-012, Series of 2019

TITLE: A RESOLUTION TO DETERMINE THAT THE STROH ROAD PROPERTY SUBSTANTIALLY COMPLIES WITH THE REQUIREMENTS OF THE ANNEXATION ACT OF 1965 AND TO SET A PUBLIC HEARING DATE FOR APRIL 15, 2019

WHEREAS, the Petitioner Town of Parker owns certain real property in Douglas County, which is described on attached **Exhibit A**;

WHEREAS, pursuant to Colo. Rev. Stat. § 31-12-107, this Town Council, sitting as the governing body of the Town of Parker, Colorado, hereby determines that the proposed annexation of the real property described in Exhibit A is in substantial compliance with § 31-12-107(1); and

WHEREAS, the Town Council of the Town of Parker, Colorado, has satisfied itself concerning the substantial compliance for the proposed annexation to and by the Town of Parker, Colorado.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PARKER, COLORADO, AS FOLLOWS:

Section 1. The proposed annexation of the real property described in Exhibit A (the "Property"), substantially complies with Colo. Rev. Stat. § 31-12-107(1).

Section 2. A public hearing on said annexation will be conducted on April 15, 2019, at the Town of Parker Town Hall, which is located at 20120 East Mainstreet, Parker, Colorado, 80138, to determine if the proposed annexation complies with C.R.S. §§ 31-12-104 and 31-12-105 or such part thereof as may be required to establish eligibility under the terms of Title 31, Article 12, Part 1, as amended, known as the Municipal Annexation Act of 1965, and the Constitution of the State of Colorado, Article II, Section 30, as amended.

Section 3. Any person living within the area proposed to be annexed, any landowner of lands thereof, any resident of the municipality to which the area is proposed to be annexed, any municipality located within one mile of the proposed annexation, or the Board of County Commissioners of Douglas County, may appear at such hearing and present evidence upon any matter to be determined by the Town Council.

RESOLVED AND PASSED this ____ day of _____, 2019.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

EXHIBIT A

LEGAL DESCRIPTION:

A PORTION OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED IN A SPECIAL WARRANTY DEED, RECORDED AT RECEPTION NO. 2018069070 IN THE OFFICIAL RECORDS OF THE DOUGLAS COUNTY, COLORADO, CLERK AND RECORDER, LOCATED IN THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH P.M., COUNTY OF DOUGLAS, STATE OF COLORADO. MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL OF LAND;

THENCE ALONG THE WESTERLY BOUNDARY SAID PARCEL OF LAND, SOUTH 14°12'56" WEST, A DISTANCE OF 31.01 FEET TO THE **POINT OF BEGINNING**.

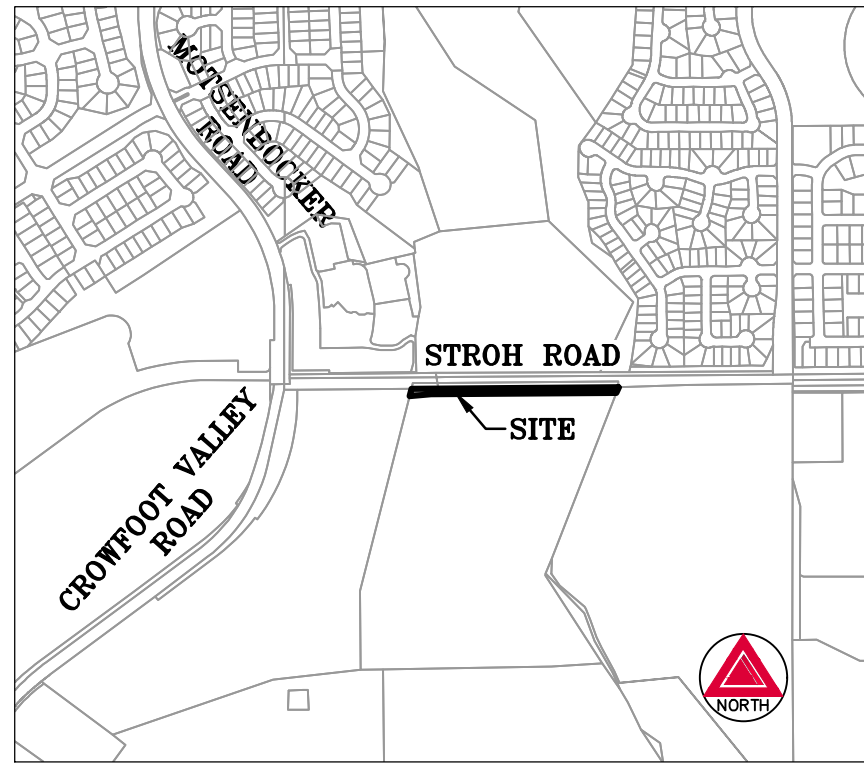
THENCE DEPARTING SAID WESTERLY BOUNDARY NORTH 89°33'32" EAST, A DISTANCE OF 1078.27 FEET TO THE EASTERLY BOUNDARY OF SAID PARCEL OF LAND;

THENCE ALONG THE EASTERLY, SOUTHERLY, AND WESTERLY BOUNDARY OF SAID PARCEL OF LAND THE FOLLOWING FIVE (5) COURSES;

- 1) SOUTH 00°26'28" EAST, A DISTANCE OF 4.21 FEET;
- 2) SOUTH 22°54'01" WEST, A DISTANCE OF 27.55 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL OF LAND;
- 3) SOUTH 89°35'09" WEST, A DISTANCE OF 965.40 FEET;
- 4) SOUTH 84°29'58" WEST, A DISTANCE OF 112.58 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL OF LAND;
- 5) NORTH 14°12'56" EAST, A DISTANCE OF 40.29 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 0.736 ACRES, (32,063 SQUARE FEET), MORE OR LESS.

A PARCEL LOCATED IN THE NORTHWEST QUARTER OF SECTION 3,
TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
COUNTY OF DOUGLAS, STATE OF COLORADO
0.736 ACRES



TOTAL PERIMETER = 2228.30'
CONTIGUOUS PERIMETER = 1078.27'
1/6 TOTAL PERIMETER = 371.38'
TOTAL AREA = 0.736 ACRES±

THE TOWN OF PARKER
20120 E. MAINSTREET
PARKER, CO 80138

	ANNEXATION BOUNDARY
	ADJACENT TO TOWN OF PARKER – SEE CONTIGUITY CALCULATIONS
	LOT OR PARCEL LINE
	ROW LINE

A PORTION OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED IN A SPECIAL WARRANTY DEED, RECORDED AT RECEPTION NO. 2018069070 IN THE OFFICIAL RECORDS OF THE DOUGLAS COUNTY, COLORADO, CLERK AND RECORDER, LOCATED IN THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH P.M., COUNTY OF DOUGLAS, STATE OF COLORADO. MORE PARTICULARLY DESCRIBED AS FOLLOWS;

THENCE ALONG THE WESTERLY BOUNDARY SAID PARCEL OF LAND, SOUTH 14°12'56" WEST, A DISTANCE OF 31.01 FEET TO THE POINT OF BEGINNING.

THENCE DEPARTING SAID WESTERLY BOUNDARY NORTH 89°33'32" EAST, A DISTANCE OF 1078.27 FEET TO THE
EASTERLY BOUNDARY OF SAID PARCEL OF LAND;

THENCE ALONG THE EASTERLY, SOUTHERLY, AND WESTERLY BOUNDARY OF SAID PARCEL OF LAND THE FOLLOWING FIVE (5) COURSES;

- CONTAINING AN AREA OF 0.736 ACRES, (32,063 SQUARE FEET), MORE OR LESS.

1. BASIS OF BEARINGS IS THE NORTH LINE OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED IN SAID SPECIAL WARRANTY DEED RECEPTION NO. 2018069070, BEARING NORTH 89°33'32" WEST, A DISTANCE OF 1070.42 FEET.

2. DISTANCES SHOWN HEREON ARE GROUND DISTANCES IN U.S. SURVEY FEET UNITS.

3. PER THE STATE OF COLORADO BOARD OF LICENSURE FOR ARCHITECTS, PROFESSIONAL ENGINEERS, AND PROFESSIONAL LAND SURVEYORS RULE 6.2.2 THE WORD "CERTIFY" AS USED HEREON MEANS AN EXPRESSION OF PROFESSIONAL OPINION AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED.

4. THIS ANNEXATION MAP WAS PREPARED IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE IN DOUGLAS COUNTY, COLORADO, TO THE BEST OF MY INFORMATION, KNOWLEDGE, AND BELIEF.

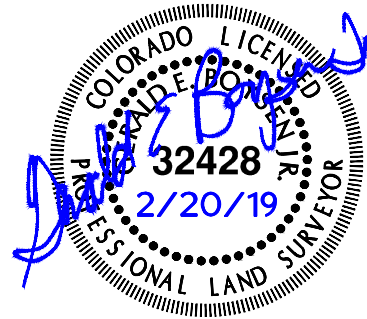
5. THIS ANNEXATION MAP HAS BEEN PREPARED FROM RECORD INFORMATION AND DOES NOT REPRESENT A MONUMENTED LAND SURVEY.

ACCEPTED BY THE PARKER TOWN COUNCIL THIS _____ DAY OF _____, 2019

MAYOR, TOWN OF PARKER

ATTEST: TOWN CLERK

I, GERALD E. BOYSEN JR., A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS ANNEXATION MAP WAS PREPARED UNDER MY DIRECT SUPERVISION; THAT, TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THIS MAP ACCURATELY DELINEATES THE PARCEL OF LAND TO BE ANNEXED TO THE TOWN OF PARKER, COLORADO; AND THAT AT LEAST ONE SIXTH (1/6) OF THE BOUNDARY OF SAID PARCEL IS CONTIGUOUS TO THE PRESENT TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO.



GERALD E. BOYSEN JR.
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR No. 32428
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.

NOTICE:
ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

NOTICE:
PER THE STATE OF COLORADO BOARD OF LICENSES FOR ARCHITECTS, PROFESSIONAL ENGINEERS, AND PROFESSIONAL LAND SURVEYORS RULE 6.2.2 THE WORD "CERTIFY" AS USED HEREON MEANS AN EXPRESSION OF PROFESSIONAL OPINION AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED. THE SURVEY REPRESENTED HEREON HAS BEEN PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND IS BASED UPON MY KNOWLEDGE, INFORMATION AND BELIEF.

STATE OF COLORADO)
) SS
COUNTY OF DOUGLAS)

I HEREBY CERTIFY THAT THIS PLAT WAS FILED IN MY OFFICE ON THIS _____ DAY OF _____

2019 A.D., AT _____ A.M./P.M. AND WAS RECORDED AT

RECEPTION NO. _____

COUNTY CLERK AND RECORDER

STROH ROAD ANNEXATION NW 1/4 SEC. 3, T7S, R66W, SIXTH PM DOUGLAS COUNTY, COLORADO		AZTEC CONSULTANTS, INC.		300 East Mineral Ave., Suite 1 Littleton, Colorado 80122 Phone: (303) 713-1898 Fax: (303) 713-1897 www.aztecconsultants.com		SCALE 1"=100'	
24918-25		20120 E. MAINSTREET, PARKER, CO 80138		DATE		12/18/2018	
24918-25		TOWN OF PARKER		DATE		REVISION DESCRIPTION	
24918-25		PREPARED FOR		BY		REVISION DESCRIPTION	
24918-25		DOUGLAS COUNTY, COLORADO		DATE		REVISION DESCRIPTION	
24918-25		20120 E. MAINSTREET, PARKER, CO 80138		DATE		REVISION DESCRIPTION	
24918-25		TOWN OF PARKER		DATE		REVISION DESCRIPTION	
24918-25		PREPARED FOR		DATE		REVISION DESCRIPTION	
24918-25		DOUGLAS COUNTY, COLORADO		DATE		REVISION DESCRIPTION	
24918-25		20120 E. MAINSTREET, PARKER, CO 80138		DATE		REVISION DESCRIPTION	
24918-25		TOWN OF PARKER		DATE		REVISION DESCRIPTION	
24918-25		PREPARED FOR		DATE		REVISION DESCRIPTION	
24918-25		DOUGLAS COUNTY, COLORADO		DATE		REVISION DESCRIPTION	
24918-25		20120 E. MAINSTREET, PARKER, CO 80138		DATE		REVISION DESCRIPTION	
24918-25		TOWN OF PARKER		DATE		REVISION DESCRIPTION	
24918-25		PREPARED FOR		DATE		REVISION DESCRIPTION	
24918-25		DOUGLAS COUNTY, COLORADO		DATE		REVISION DESCRIPTION	
24918-25		20120 E. MAINSTREET, PARKER, CO 80138		DATE		REVISION DESCRIPTION	
24918-25		TOWN OF PARKER		DATE		REVISION DESCRIPTION	
24918-25		PREPARED FOR		DATE		REVISION DESCRIPTION	
24918-25		DOUGLAS COUNTY, COLORADO		DATE		REVISION DESCRIPTION	
24918-25		20120 E. MAINSTREET, PARKER, CO 80138		DATE		REVISION DESCRIPTION	
24918-25		TOWN OF PARKER		DATE		REVISION DESCRIPTION	
24918-25		PREPARED FOR		DATE		REVISION DESCRIPTION	
24918-25		DOUGLAS COUNTY, COLORADO		DATE		REVISION DESCRIPTION	
24918-25		20120 E. MAINSTREET, PARKER, CO 80138		DATE		REVISION DESCRIPTION	
24918-25		TOWN OF PARKER		DATE		REVISION DESCRIPTION	
24918-25		PREPARED FOR		DATE		REVISION DESCRIPTION	
24918-25		DOUGLAS COUNTY, COLORADO		DATE		REVISION DESCRIPTION	
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24918-25		PREPARED FOR		DATE		REVISION DESCRIPTION	
24918-25		DOUGLAS COUNTY, COLORADO		DATE		REVISION DESCRIPTION	
24918-25		20120 E. MAINSTREET, PARKER, CO 80138		DATE		REVISION DESCRIPTION	
24918-25		TOWN OF PARKER		DATE		REVISION DESCRIPTION	
24918-25		PREPARED FOR		DATE		REVISION DESCRIPTION	
24918-25		DOUGLAS COUNTY, COLORADO		DATE		REVISION DESCRIPTION	
24918-25		20120 E. MAINSTREET, PARKER, CO 80138		DATE		REVISION DESCRIPTION	
24918-25		TOWN OF PARKER		DATE		REVISION DESCRIPTION	
24918-25		PREPARED FOR		DATE		REVISION DESCRIPTION	
24918-25		DOUGLAS COUNTY, COLORADO		DATE		REVISION DESCRIPTION	
24918-25		20120 E. MAINSTREET, PARKER, CO 80138		DATE		REVISION DESCRIPTION	
24918-25		TOWN OF PARKER		DATE			



Request for Town Council Action

Date: March 4, 2019

Submitted By: Alex Mestdagh, Engineering Service Manager

Reviewed By: Michelle Kivela, Town Administrator

Title: **RESOLUTION NO. 19-014**
A Resolution Accepting the Conveyance of a Drainage Easement from Reata Ridge Realty Partners, LLC, for a Portion of Lot 2, Block 10, Stroh Crossing Filing No. 1

Department: Engineering/Public Works, Alex
Trakit No: Mestdagh
SP 17-075

EXECUTIVE SUMMARY

This item accompanies a resolution accepting conveyance of a drainage easement covering drainage improvements proposed with the Site Plan for Lot 2, Block 10, Stroh Crossing Filing No. 1.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town's Stormwater criterion requires that drainage easements be dedicated over all public storm drainage facilities located on private property. The drainage easements are necessary to ensure the long-term operation and maintenance of drainage infrastructure to minimize flooding and protect the quality of stormwater runoff.

The Engineering Department has reviewed and approved the construction drawings for the drainage facilities associated with an approved Site Plan for Lot 2, Block 10, Stroh Crossing Filing No. 1. Since the drainage facilities are being constructed as part of a site plan process, and not a plat, the required easements covering stormwater conveyance facilities need to be dedicated via separate instrument.

FINANCIAL IMPACT

As the drainage improvements proposed within the easement will be the maintenance responsibility of the property owner, there is no financial impact to the Town.

STRATEGIC GOAL(S)



PROMOTE A SAFE AND
HEALTHY COMMUNITY

ATTACHMENTS

1. Vicinity Map
2. Resolution 19-014

RECOMMENDED MOTION

I move to approve Resolution No. 19-014, as part of the consent agenda.



Drainage Easement
(To Be Accepted)

Bucktail Drive
(Private)

Lot 10

Stroh Crossing Filing
No. 1
(Under Development)

Parker Road / SH-83

Stroh Road



Drainage Easement
Acceptance
Vicinity Map

RESOLUTION NO. 19-014, Series of 2019

TITLE: A RESOLUTION ACCEPTING THE CONVEYANCE OF A DRAINAGE EASEMENT FROM REATA RIDGE REALTY PARTNERS, LLC, FOR A PORTION OF LOT 2, BLOCK 10, STROH CROSSING FILING NO. 1

WHEREAS, the Town Council of the Town of Parker desires to accept the grant of an easement for the purpose of the maintenance of a drainage pipe and appurtenant drainage facilities;

WHEREAS, Section 1.06.010 of the Town of Parker Municipal Code requires the acceptance of a conveyance of real property to the Town be effectuated by resolution; and

WHEREAS, the Town Council of the Town of Parker desires to accept the grant of an easement specified hereinbelow to the Town by this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PARKER, COLORADO, AS FOLLOWS:

Section 1. The Town Council of the Town of Parker hereby accepts the conveyance of certain property interests for the purpose of the maintenance of a drainage pipe and appurtenant drainage facilities from Reata Ridge Realty Partners, LLC, for a Portion of Lot 2, Block 10, Stroh Crossing Filing No. 1, as provided in the Drainage Easement Agreement attached as **Exhibit 1** and incorporated by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

RESOLVED AND PASSED this ____ day of _____, 2019.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

EXHIBIT 1

DRAINAGE EASEMENT AGREEMENT

THIS DRAINAGE EASEMENT AGREEMENT (the "Easement Agreement") is dated this ____ day of _____, 2018, by Reata Ridge Realty Partners LLC, a Colorado limited liability company, whose legal address is 8231 E. Prentice Avenue, Greenwood Village, CO 80111 (the "Grantor"), and the Town of Parker, a Colorado home rule municipality, having an address of 20120 East Mainstreet, Parker, Colorado 80138 (the "Grantee").

WHEREAS, the Grantee desires to acquire an easement for the purpose of the maintenance of a drainage pipe and appurtenant drainage facilities on and through the property more particularly described and depicted in **Exhibit A** (the "Easement Property"), attached hereto and incorporated herein by this reference; and

WHEREAS, the Grantor is willing to grant an easement to the Grantee for the aforesaid purposes on the terms and conditions set forth hereinbelow.

NOW, THEREFORE, for good and valuable consideration by the Grantee to the Grantor, the covenants of the Grantee herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant, and for and in consideration of the easement rights herein granted and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantee does hereby covenant and agree as follows:

1. Grant of Easement. The Grantor does hereby grant and convey unto the Grantee, its successors, assigns, lessees, licensees and agents, an easement under and through the Easement Property, for the purpose of providing the maintenance of a drainage pipe and appurtenant drainage facilities. The Grantee shall also have the specific rights of ingress and egress, consistent with this Easement Agreement, for the construction, reconstruction, operation and maintenance of a drainage pipe and appurtenant drainage facilities, consistent with the easement provided herein. Subject to the other terms and conditions of this Easement Agreement, the Grantee shall also have the right to remove impediments to operation and maintenance of the Easement Property such as trees, asphalt and sidewalks. The Grantee further agrees all construction, reconstruction, operation, maintenance, removal and any other activities which disturb the Easement Property will be coordinated with Grantor so as to minimize any disruption to the Grantor's property, and Grantee will restore any damage or disturbance to the Easement Property resulting from such activities at the cost of the Grantor.

2. Title. The Grantor warrants that the Easement Property is free and clear of all liens and encumbrances, subject to matters of public record as of the date hereof.

3. Operation and Maintenance.

a. The operation and maintenance of the drainage facilities described herein and located within the Easement Property shall be the responsibility of the Grantor and be performed in accordance with "Operation and Maintenance Manual for Vortex Separator," as provided to the Town; provided, however, that Grantee shall have the right to maintain the drainage facilities in the event Grantee, in its sole discretion, determines to enter the Easement Property for

the operation and/or maintenance of the drainage facilities as set forth in subsection b. hereinbelow. The Grantor acknowledges and agrees that the Grantee has the right to enter the Easement Property to maintain and operate the drainage facilities covered by Chapter 4.08 of the Parker Municipal Code or to maintain and operate the drainage facilities in the manner described herein, in accordance with subsection b. below.

b. If the Grantor fails to adequately maintain the drainage facilities located within the Easement Property, and within fourteen (14) days after the date of written notice from the Grantee, fails to correct the maintenance problem, or fails to begin to clean, cure or correct such problem within fourteen (14) days if such problem cannot be reasonably cleaned, cured or corrected within fourteen (14) days, and fails to diligently prosecute such cleaning, cure or correction to completion, then the Grantee may do so as provided herein. Notwithstanding the foregoing, the Grantee may, in the event of an emergency, as determined by the Grantee in its sole discretion, clean, cure or correct any damage caused by Grantor's failure to adequately maintain the drainage facilities located within the Easement Property. The Grantor shall reimburse the Grantee for the cost of such maintenance to the extent that (i) the drainage facilities and/or the type of maintenance performed by the Grantee are not covered by Chapter 4.08 of the Parker Municipal Code, as amended, or (ii) if the drainage facilities and/or the type of maintenance performed by the Grantee is covered by Chapter 4.08 of the Parker Municipal Code, as amended, and the Grantee determines in its sole discretion that there are not sufficient funds available for such maintenance. If the Grantor fails to reimburse the Grantee for the cost of such maintenance, within thirty (30) days after receipt of an invoice from the Grantee describing the corrective or maintenance action taken, the unpaid amount shall constitute a lien on the Easement Property until paid in full, with priority over all other liens, except general tax liens, which liens shall be certified to the County Treasurer and collected in the same manner as other taxes are collected. The Grantor further agrees that the Grantee may also pursue any and all other remedies available at law or in equity.

4. Grantor Defined. The word "Grantor" as used herein, whenever the context requires or permits, shall include the heirs, personal representatives, beneficiaries, successors, grantees and assigns of the owners of the land through which the easement runs, or the respective owners from time to time of portions thereof. The burdens and benefits of this Easement Agreement shall be deemed covenants running with said easements and said land. Notwithstanding any contrary provision in this Easement Agreement, however, any obligation under this Easement Agreement which is to be performed by the owner of any land which is burdened by this Easement Agreement shall be enforceable only against the then owner of such land, and not against any such owner's predecessors in interest.

5. Covenants of Grantee. The Grantee hereby represents, covenants and warrants in favor of the Grantor, and its successors and assigns, as follows:

a. The Grantee shall protect the Easement Property, and the adjacent lands of the Grantor over which the Grantee has rights of ingress and egress, from damage caused, in whole or in part, by acts or omissions of the Grantee, its employees, agents, contractors, subcontractors, assigns, lessees, licensees and agents.

b. The Grantee shall not cause or permit to be caused by any of its employees, agents, contractors, subcontractors, successors, assigns, lessees or licensees, any hazardous

substances, as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), pollutants or contaminants, as defined by CERCLA, or hazardous waste, as defined by the Resource, Conservation and Recovery Act ("RCRA"), or as otherwise defined or regulated for the protection of the environment or human welfare by any applicable federal, state or local law, including, but not limited to, asbestos and/or urea formaldehyde, or any pollutants or toxic pollutants as defined by the Clean Water Act, and any amendments thereto, to be dumped, spilled, introduced, released, permanently stored or deposited on, over or beneath the Easement Property or any other lands owned by the Grantor.

6. Retained Rights. The Grantor shall have all rights to the Easement Property not granted hereby.

7. Miscellaneous.

a. Except as otherwise expressly provided herein, all provisions herein contained, including the benefits, burdens and covenants, are intended to run with the land and shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

b. This easement constitutes all of the agreements, understandings and promises between the parties hereto, with respect to the subject matter hereof.

c. This easement shall be of no force and effect until this easement is duly and validly executed by all parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Easement Agreement as of the date and year first above written.

**GRANTOR: REATA RIDGE REALTY
PARTNERS LLC, a Colorado limited
liability company**

By: _____
Mark DeRose, Manager

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by Mark DeRose, as Manager of Reata Ridge Realty Partners LLC.

My commission expires: _____.

SEAL

Notary Public

GRANTEE: TOWN OF PARKER

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

EXHIBIT A
Drainage easement

June 08, 2018

A portion of Lot 2, Block 10 of Stroh Crossing Filling No. 1, recorded June 3, 2016, under Reception Number 2016035224 in the Douglas County Clerk's Office, also being located in the Southwest 1/4 of Section 34, Township 6 South, Range 66 West of the 6th P.M., Douglas County, Colorado, being more particularly described as follows:

COMMENCING at the Southwest Corner of said Lot 2; thence along the south line of said Lot 2, N88°10'31"E, (bearings are based on the south line of said Lot 2, monumented at both ends by (found) number 5 rebar with 1 1/4-inch Green Plastic Cap, marked PLS 38245, flush with grade), a distance of 175.33 feet, to the **POINT OF BEGINNING**; thence leaving said south line, along the following ten (10) courses:

1. N10°07'35"W, a distance of 88.33 feet,
2. S88°08'21"W, a distance of 103.74 feet,
3. S01°51'39"E, a distance of 66.00 feet,
4. S88°08'21"W, a distance of 25.00 feet,
5. N01°51'39"W, a distance of 91.00 feet,
6. N88°08'21"E, a distance of 125.12 feet,
7. N10°05'22"W, a distance of 74.37 feet,
8. N65°53'45"W, a distance of 71.97 feet,
9. N65°26'11"W, a distance of 40.43 feet,
10. N01°24'13"W, a distance of 16.21 feet,

to a point on the north line of said Lot 2; thence along said north line, following the arc of a non-tangent curve to the right whose cord bears N83°27'05"W, having a radius of 730.00 feet, a delta angle of 2°38'46", a distance of 33.71 feet; thence leaving said north line along the following four (4) courses:

1. S65°26'11"E a distance of 15.37 feet,
2. S65°53'45"E a distance of 85.11 feet,
3. S10°05'22"E a distance of 102.04 feet,
4. S10°07'35"E, a distance of 102.80 feet,

to a point on said south line of Lot 2; thence along said south line, S88°10'31"W, a distance of 25.26 feet, to the **POINT OF BEGINNING**.

Said parcel contains 12,669 S.F. or 0.291 acres, more or less.

Stewart L. Mapes, Jr.
Colorado Professional Land Surveyor No. 38245
For and on behalf of Clark Land Surveying, Inc.



BUCKTAIL DRIVE/TRACT K

L=33.71' (80' PRIVATE R.O.W.)
 R=730.00' (UNDEVELOPED ROAD)
 $\Delta=2^{\circ}38'46''$
 CB=N83°27'05"W

OWNER:
 REATA RIDGE VILLAGE CENTER
 COMMERCIAL ASSOCIATION INC.
 (REC. NO. 2016035656)

25' PROPOSED DRAINAGE EASEMENT

LOT 2, BLOCK 10,
 STROH CROSSING FILING NO. 1
 REC. NO. 2016035224

25' PROPOSED DRAINAGE EASEMENT

12,669 S.F.
 0.291 ACRES±

OWNER:
 REATA RIDGE VILLAGE CENTER COMMERCIAL ASSOCIATION
 INC.
 (REC. NO. 2016035656)

N01°51'39"W
 236.05' (R&C)

N88°08'21"E 125.12'
 N01°51'39"W 91.00'
 S01°51'39"E 66.00'
 S88°08'21"W 103.74'

POB
 S88°10'31"W 25.26'
 43.80'

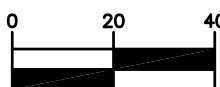
POC 25.00' 175.33' (TIE)
 N88°10'31"E 244.40' (R&C)
 BASIS OF BEARING

FOUND, #5 REBAR W/ 1/4" GREEN PLASTIC CAP,
 "PLS 38245", FLUSH W/ SURFACE (TYP)

OWNER:
 REATA RIDGE REALTY PARTNERS LLC
 (NO DEED OF RECORD PER
 COUGLAS COUNTY ASSESSOR)

FOUND 3 1/2" ALUM. CAP 1" BELOW SURFACE, "CDOT ROW MON" "PLS 22094"

GRAPHIC SCALE



(IN FEET)

1 inch = 40 ft.

NOTE:

This EXHIBIT does not
 represent a monumented
 land survey, and is only
 intended to depict the
 attached LEGAL DESCRIPTION.

Clark
 Land Surveying, Inc.

177 S. Tiffany Dr., Unit 1 • Pueblo West, CO 81007 • 719.582.1270
 www.clarks.com

Project No:
 170231

Drawn: BCR
 Check: SLM

Date: 6/8/2018
 Sheet 1 of 1



Request for Town Council Action

Date: March 4, 2019

Submitted By: Kristin Schledorn, Deputy Town Attorney

Reviewed By: Michelle Kivela, Town Administrator

Title: **RESOLUTION NO. 19-015**
A Resolution to Amend Resolution No. 16-073, Series of 2016, Concerning the Town of Parker Records Retention Schedule Appendix E Regarding Methods of Record Destruction Pursuant to HB 18-1128

Department: Town Attorney, Kristin Schledorn

EXECUTIVE SUMMARY

Resolution No. 19-015 will amend Appendix E of the Town of Parker Records Retention Schedule to comply with the record destruction requirements of HB 18-1128.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Last year, the state legislature enacted HB 18-1128, which established specific requirements for the destruction of municipal records containing personal identifying information. The Colorado Municipal Records Retention Schedule (which the Town has adopted with certain exceptions) sets forth appropriate methods of records destruction in Appendix E. However, they do not adequately address the record destruction requirements of HB 18-1128. The proposed resolution will amend the Parker Records Retention Schedule to meet these new requirements.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)



PROMOTE A SAFE AND
HEALTHY COMMUNITY

ATTACHMENTS

1. HB18-1128

2. Resolution No. 19-015

RECOMMENDED MOTION

I move to approve Resolution No. 19-015 as part of the consent agenda.

An Act

HOUSE BILL 18-1128

BY REPRESENTATIVE(S) Wist and Bridges, Arndt, Becker K., Buckner, Coleman, Danielson, Esgar, Exum, Foote, Garnett, Gray, Hamner, Hansen, Herod, Hooton, Jackson, Kraft-Tharp, Landgraf, Lawrence, Lee, Liston, Lontine, McLachlan, Melton, Michaelson Jenet, Neville P., Pettersen, Rankin, Ransom, Reyher, Roberts, Rosenthal, Saine, Sias, Singer, Valdez, Van Winkle, Weissman, Winkler, Winter, Young, Duran, Benavidez, Ginal, Humphrey, Kennedy, Salazar;

also SENATOR(S) Lambert and Court, Aguilar, Crowder, Donovan, Fenberg, Fields, Garcia, Gardner, Guzman, Jahn, Jones, Kefalas, Kerr, Lundberg, Marble, Martinez Humenik, Merrifield, Moreno, Neville T., Tate, Todd, Williams A., Zenzinger, Grantham.

CONCERNING STRENGTHENING PROTECTIONS FOR CONSUMER DATA
PRIVACY.

Be it enacted by the General Assembly of the State of Colorado:

SECTION 1. In Colorado Revised Statutes, 6-1-713, **amend** (1), (2), and (3) as follows:

6-1-713. Disposal of personal identifying information - policy - definitions. (1) Each ~~public and private~~ COVERED entity in the state that ~~uses~~ MAINTAINS PAPER OR ELECTRONIC documents during the course of

Capital letters or bold & italic numbers indicate new material added to existing statutes; dashes through words indicate deletions from existing statutes and such material not part of act.

business that contain personal identifying information shall develop a WRITTEN policy for the destruction or proper disposal of THOSE paper AND ELECTRONIC documents containing personal identifying information. UNLESS OTHERWISE REQUIRED BY STATE OR FEDERAL LAW OR REGULATION, THE WRITTEN POLICY MUST REQUIRE THAT, WHEN SUCH PAPER OR ELECTRONIC DOCUMENTS ARE NO LONGER NEEDED, THE COVERED ENTITY SHALL DESTROY OR ARRANGE FOR THE DESTRUCTION OF SUCH PAPER AND ELECTRONIC DOCUMENTS WITHIN ITS CUSTODY OR CONTROL THAT CONTAIN PERSONAL IDENTIFYING INFORMATION BY SHREDDING, ERASING, OR OTHERWISE MODIFYING THE PERSONAL IDENTIFYING INFORMATION IN THE PAPER OR ELECTRONIC DOCUMENTS TO MAKE THE PERSONAL IDENTIFYING INFORMATION UNREADABLE OR INDECIPHERABLE THROUGH ANY MEANS.

(2) For the purposes of this section AND SECTION 6-1-713.5:

(a) "COVERED ENTITY" MEANS A PERSON, AS DEFINED IN SECTION 6-1-102 (6), THAT MAINTAINS, OWNS, OR LICENSES PERSONAL IDENTIFYING INFORMATION IN THE COURSE OF THE PERSON'S BUSINESS, VOCATION, OR OCCUPATION. "COVERED ENTITY" DOES NOT INCLUDE A PERSON ACTING AS A THIRD-PARTY SERVICE PROVIDER AS DEFINED IN SECTION 6-1-713.5.

(b) "Personal identifying information" means a social security number; a personal identification number; a password; a pass code; an official state or government-issued driver's license or identification card number; a government passport number; biometric data, AS DEFINED IN SECTION 6-1-716 (1)(a); an employer, student, or military identification number; or a financial transaction device, AS DEFINED IN SECTION 18-5-701 (3).

(3) ~~A public entity that is managing its records in compliance with part 1 of article 80 of title 24, C.R.S., shall be deemed to have met its obligations under subsection (1) of this section~~ A COVERED ENTITY THAT IS REGULATED BY STATE OR FEDERAL LAW AND THAT MAINTAINS PROCEDURES FOR DISPOSAL OF PERSONAL IDENTIFYING INFORMATION PURSUANT TO THE LAWS, RULES, REGULATIONS, GUIDANCES, OR GUIDELINES ESTABLISHED BY ITS STATE OR FEDERAL REGULATOR IS IN COMPLIANCE WITH THIS SECTION.

SECTION 2. In Colorado Revised Statutes, **add** 6-1-713.5 as follows:

6-1-713.5. Protection of personal identifying information - definition. (1) TO PROTECT PERSONAL IDENTIFYING INFORMATION, AS DEFINED IN SECTION 6-1-713 (2), FROM UNAUTHORIZED ACCESS, USE, MODIFICATION, DISCLOSURE, OR DESTRUCTION, A COVERED ENTITY THAT MAINTAINS, OWNS, OR LICENSES PERSONAL IDENTIFYING INFORMATION OF AN INDIVIDUAL RESIDING IN THE STATE SHALL IMPLEMENT AND MAINTAIN REASONABLE SECURITY PROCEDURES AND PRACTICES THAT ARE APPROPRIATE TO THE NATURE OF THE PERSONAL IDENTIFYING INFORMATION AND THE NATURE AND SIZE OF THE BUSINESS AND ITS OPERATIONS.

(2) UNLESS A COVERED ENTITY AGREES TO PROVIDE ITS OWN SECURITY PROTECTION FOR THE INFORMATION IT DISCLOSES TO A THIRD-PARTY SERVICE PROVIDER, THE COVERED ENTITY SHALL REQUIRE THAT THE THIRD-PARTY SERVICE PROVIDER IMPLEMENT AND MAINTAIN REASONABLE SECURITY PROCEDURES AND PRACTICES THAT ARE:

(a) APPROPRIATE TO THE NATURE OF THE PERSONAL IDENTIFYING INFORMATION DISCLOSED TO THE THIRD-PARTY SERVICE PROVIDER; AND

(b) REASONABLY DESIGNED TO HELP PROTECT THE PERSONAL IDENTIFYING INFORMATION FROM UNAUTHORIZED ACCESS, USE, MODIFICATION, DISCLOSURE, OR DESTRUCTION.

(3) FOR THE PURPOSES OF SUBSECTION (2) OF THIS SECTION, A DISCLOSURE OF PERSONAL IDENTIFYING INFORMATION DOES NOT INCLUDE DISCLOSURE OF INFORMATION TO A THIRD PARTY UNDER CIRCUMSTANCES WHERE THE COVERED ENTITY RETAINS PRIMARY RESPONSIBILITY FOR IMPLEMENTING AND MAINTAINING REASONABLE SECURITY PROCEDURES AND PRACTICES APPROPRIATE TO THE NATURE OF THE PERSONAL IDENTIFYING INFORMATION AND THE COVERED ENTITY IMPLEMENTS AND MAINTAINS TECHNICAL CONTROLS THAT ARE REASONABLY DESIGNED TO:

(a) HELP PROTECT THE PERSONAL IDENTIFYING INFORMATION FROM UNAUTHORIZED ACCESS, USE, MODIFICATION, DISCLOSURE, OR DESTRUCTION; OR

(b) EFFECTIVELY ELIMINATE THE THIRD PARTY'S ABILITY TO ACCESS THE PERSONAL IDENTIFYING INFORMATION, NOTWITHSTANDING THE THIRD PARTY'S PHYSICAL POSSESSION OF THE PERSONAL IDENTIFYING INFORMATION.

(4) A COVERED ENTITY THAT IS REGULATED BY STATE OR FEDERAL LAW AND THAT MAINTAINS PROCEDURES FOR PROTECTION OF PERSONAL IDENTIFYING INFORMATION PURSUANT TO THE LAWS, RULES, REGULATIONS, GUIDANCES, OR GUIDELINES ESTABLISHED BY ITS STATE OR FEDERAL REGULATOR IS IN COMPLIANCE WITH THIS SECTION.

(5) FOR THE PURPOSES OF THIS SECTION, "THIRD-PARTY SERVICE PROVIDER" MEANS AN ENTITY THAT HAS BEEN CONTRACTED TO MAINTAIN, STORE, OR PROCESS PERSONAL IDENTIFYING INFORMATION ON BEHALF OF A COVERED ENTITY.

SECTION 3. In Colorado Revised Statutes, 6-1-716, **amend** (2), (3), and (4); **repeal and reenact, with amendments**, (1); and **add** (5) as follows:

6-1-716. Notification of security breach. (1) Definitions. AS USED IN THIS SECTION, UNLESS THE CONTEXT OTHERWISE REQUIRES:

(a) "BIOMETRIC DATA" MEANS UNIQUE BIOMETRIC DATA GENERATED FROM MEASUREMENTS OR ANALYSIS OF HUMAN BODY CHARACTERISTICS FOR THE PURPOSE OF AUTHENTICATING THE INDIVIDUAL WHEN HE OR SHE ACCESSES AN ONLINE ACCOUNT.

(b) "COVERED ENTITY" MEANS A PERSON, AS DEFINED IN SECTION 6-1-102 (6), THAT MAINTAINS, OWNS, OR LICENSES PERSONAL INFORMATION IN THE COURSE OF THE PERSON'S BUSINESS, VOCATION, OR OCCUPATION. "COVERED ENTITY" DOES NOT INCLUDE A PERSON ACTING AS A THIRD-PARTY SERVICE PROVIDER AS DEFINED IN SUBSECTION (1)(i) OF THIS SECTION.

(c) "DETERMINATION THAT A SECURITY BREACH OCCURRED" MEANS THE POINT IN TIME AT WHICH THERE IS SUFFICIENT EVIDENCE TO CONCLUDE THAT A SECURITY BREACH HAS TAKEN PLACE.

(d) "ENCRYPTED" MEANS RENDERED UNUSABLE, UNREADABLE, OR INDECIPHERABLE TO AN UNAUTHORIZED PERSON THROUGH A SECURITY TECHNOLOGY OR METHODOLOGY GENERALLY ACCEPTED IN THE FIELD OF INFORMATION SECURITY.

(e) "MEDICAL INFORMATION" MEANS ANY INFORMATION ABOUT A CONSUMER'S MEDICAL OR MENTAL HEALTH TREATMENT OR DIAGNOSIS BY A

HEALTH CARE PROFESSIONAL.

(f) "NOTICE" MEANS:

(I) WRITTEN NOTICE TO THE POSTAL ADDRESS LISTED IN THE RECORDS OF THE COVERED ENTITY;

(II) TELEPHONIC NOTICE;

(III) ELECTRONIC NOTICE, IF A PRIMARY MEANS OF COMMUNICATION BY THE COVERED ENTITY WITH A COLORADO RESIDENT IS BY ELECTRONIC MEANS OR THE NOTICE PROVIDED IS CONSISTENT WITH THE PROVISIONS REGARDING ELECTRONIC RECORDS AND SIGNATURES SET FORTH IN THE FEDERAL "ELECTRONIC SIGNATURES IN GLOBAL AND NATIONAL COMMERCE ACT", 15 U.S.C. SEC. 7001 ET SEQ.; OR

(IV) SUBSTITUTE NOTICE, IF THE COVERED ENTITY REQUIRED TO PROVIDE NOTICE DEMONSTRATES THAT THE COST OF PROVIDING NOTICE WILL EXCEED TWO HUNDRED FIFTY THOUSAND DOLLARS, THE AFFECTED CLASS OF PERSONS TO BE NOTIFIED EXCEEDS TWO HUNDRED FIFTY THOUSAND COLORADO RESIDENTS, OR THE COVERED ENTITY DOES NOT HAVE SUFFICIENT CONTACT INFORMATION TO PROVIDE NOTICE. SUBSTITUTE NOTICE CONSISTS OF ALL OF THE FOLLOWING:

(A) E-MAIL NOTICE IF THE COVERED ENTITY HAS E-MAIL ADDRESSES FOR THE MEMBERS OF THE AFFECTED CLASS OF COLORADO RESIDENTS;

(B) CONSPICUOUS POSTING OF THE NOTICE ON THE WEBSITE PAGE OF THE COVERED ENTITY IF THE COVERED ENTITY MAINTAINS ONE; AND

(C) NOTIFICATION TO MAJOR STATEWIDE MEDIA.

(g) (I) (A) "PERSONAL INFORMATION" MEANS A COLORADO RESIDENT'S FIRST NAME OR FIRST INITIAL AND LAST NAME IN COMBINATION WITH ANY ONE OR MORE OF THE FOLLOWING DATA ELEMENTS THAT RELATE TO THE RESIDENT, WHEN THE DATA ELEMENTS ARE NOT ENCRYPTED, REDACTED, OR SECURED BY ANY OTHER METHOD RENDERING THE NAME OR THE ELEMENT UNREADABLE OR UNUSABLE: SOCIAL SECURITY NUMBER; STUDENT, MILITARY, OR PASSPORT IDENTIFICATION NUMBER; DRIVER'S LICENSE NUMBER OR IDENTIFICATION CARD NUMBER; MEDICAL

INFORMATION; HEALTH INSURANCE IDENTIFICATION NUMBER; OR BIOMETRIC DATA;

(B) A COLORADO RESIDENT'S USERNAME OR E-MAIL ADDRESS, IN COMBINATION WITH A PASSWORD OR SECURITY QUESTIONS AND ANSWERS, THAT WOULD PERMIT ACCESS TO AN ONLINE ACCOUNT; OR

(C) A COLORADO RESIDENT'S ACCOUNT NUMBER OR CREDIT OR DEBIT CARD NUMBER IN COMBINATION WITH ANY REQUIRED SECURITY CODE, ACCESS CODE, OR PASSWORD THAT WOULD PERMIT ACCESS TO THAT ACCOUNT.

(II) "PERSONAL INFORMATION" DOES NOT INCLUDE PUBLICLY AVAILABLE INFORMATION THAT IS LAWFULLY MADE AVAILABLE TO THE GENERAL PUBLIC FROM FEDERAL, STATE, OR LOCAL GOVERNMENT RECORDS OR WIDELY DISTRIBUTED MEDIA.

(h) "SECURITY BREACH" MEANS THE UNAUTHORIZED ACQUISITION OF UNENCRYPTED COMPUTERIZED DATA THAT COMPROMISES THE SECURITY, CONFIDENTIALITY, OR INTEGRITY OF PERSONAL INFORMATION MAINTAINED BY A COVERED ENTITY. GOOD FAITH ACQUISITION OF PERSONAL INFORMATION BY AN EMPLOYEE OR AGENT OF A COVERED ENTITY FOR THE COVERED ENTITY'S BUSINESS PURPOSES IS NOT A SECURITY BREACH IF THE PERSONAL INFORMATION IS NOT USED FOR A PURPOSE UNRELATED TO THE LAWFUL OPERATION OF THE BUSINESS OR IS NOT SUBJECT TO FURTHER UNAUTHORIZED DISCLOSURE.

(i) "THIRD-PARTY SERVICE PROVIDER" MEANS AN ENTITY THAT HAS BEEN CONTRACTED TO MAINTAIN, STORE, OR PROCESS PERSONAL INFORMATION ON BEHALF OF A COVERED ENTITY.

(2) **Disclosure of breach.** (a) ~~An individual or a commercial~~ A COVERED entity ~~that conducts business in Colorado and~~ that MAINTAINS, owns, or licenses computerized data that includes personal information about a resident of Colorado shall, when it ~~becomes aware of a breach of the security of the system~~ BECOMES AWARE THAT A SECURITY BREACH MAY HAVE OCCURRED, conduct in good faith a prompt investigation to determine the likelihood that personal information has been or will be misused. The ~~individual or the commercial~~ COVERED entity shall give notice ~~as soon as possible~~ to the affected Colorado ~~resident~~ RESIDENTS unless the

investigation determines that the misuse of information about a Colorado resident has not occurred and is not reasonably likely to occur. Notice ~~shall~~ MUST be made in the most expedient time possible and without unreasonable delay, BUT NOT LATER THAN THIRTY DAYS AFTER THE DATE OF DETERMINATION THAT A SECURITY BREACH OCCURRED, consistent with the legitimate needs of law enforcement and consistent with any measures necessary to determine the scope of the breach and to restore the reasonable integrity of the computerized data system.

(a.2) IN THE CASE OF A BREACH OF PERSONAL INFORMATION, NOTICE REQUIRED BY THIS SUBSECTION (2) TO AFFECTED COLORADO RESIDENTS MUST INCLUDE, BUT NEED NOT BE LIMITED TO, THE FOLLOWING INFORMATION:

(I) THE DATE, ESTIMATED DATE, OR ESTIMATED DATE RANGE OF THE SECURITY BREACH;

(II) A DESCRIPTION OF THE PERSONAL INFORMATION THAT WAS ACQUIRED OR REASONABLY BELIEVED TO HAVE BEEN ACQUIRED AS PART OF THE SECURITY BREACH;

(III) INFORMATION THAT THE RESIDENT CAN USE TO CONTACT THE COVERED ENTITY TO INQUIRE ABOUT THE SECURITY BREACH;

(IV) THE TOLL-FREE NUMBERS, ADDRESSES, AND WEBSITES FOR CONSUMER REPORTING AGENCIES;

(V) THE TOLL-FREE NUMBER, ADDRESS, AND WEBSITE FOR THE FEDERAL TRADE COMMISSION; AND

(VI) A STATEMENT THAT THE RESIDENT CAN OBTAIN INFORMATION FROM THE FEDERAL TRADE COMMISSION AND THE CREDIT REPORTING AGENCIES ABOUT FRAUD ALERTS AND SECURITY FREEZES.

(a.3) IF AN INVESTIGATION BY THE COVERED ENTITY PURSUANT TO SUBSECTION (2)(a) OF THIS SECTION DETERMINES THAT THE TYPE OF PERSONAL INFORMATION DESCRIBED IN SUBSECTION (1)(g)(I)(B) OF THIS SECTION HAS BEEN MISUSED OR IS REASONABLY LIKELY TO BE MISUSED, THEN THE COVERED ENTITY SHALL, IN ADDITION TO THE NOTICE OTHERWISE REQUIRED BY SUBSECTION (2)(a.2) OF THIS SECTION AND IN THE MOST

EXPEDIENT TIME POSSIBLE AND WITHOUT UNREASONABLE DELAY, BUT NOT LATER THAN THIRTY DAYS AFTER THE DATE OF DETERMINATION THAT A SECURITY BREACH OCCURRED, CONSISTENT WITH THE LEGITIMATE NEEDS OF LAW ENFORCEMENT AND CONSISTENT WITH ANY MEASURES NECESSARY TO DETERMINE THE SCOPE OF THE BREACH AND TO RESTORE THE REASONABLE INTEGRITY OF THE COMPUTERIZED DATA SYSTEM:

(I) DIRECT THE PERSON WHOSE PERSONAL INFORMATION HAS BEEN BREACHED TO PROMPTLY CHANGE HIS OR HER PASSWORD AND SECURITY QUESTION OR ANSWER, AS APPLICABLE, OR TO TAKE OTHER STEPS APPROPRIATE TO PROTECT THE ONLINE ACCOUNT WITH THE COVERED ENTITY AND ALL OTHER ONLINE ACCOUNTS FOR WHICH THE PERSON WHOSE PERSONAL INFORMATION HAS BEEN BREACHED USES THE SAME USERNAME OR E-MAIL ADDRESS AND PASSWORD OR SECURITY QUESTION OR ANSWER.

(II) FOR LOG-IN CREDENTIALS OF AN E-MAIL ACCOUNT FURNISHED BY THE COVERED ENTITY, THE COVERED ENTITY SHALL NOT COMPLY WITH THIS SECTION BY PROVIDING THE SECURITY BREACH NOTIFICATION TO THAT E-MAIL ADDRESS, BUT MAY INSTEAD COMPLY WITH THIS SECTION BY PROVIDING NOTICE THROUGH OTHER METHODS, AS DEFINED IN SUBSECTION (1)(f) OF THIS SECTION, OR BY CLEAR AND CONSPICUOUS NOTICE DELIVERED TO THE RESIDENT ONLINE WHEN THE RESIDENT IS CONNECTED TO THE ONLINE ACCOUNT FROM AN INTERNET PROTOCOL ADDRESS OR ONLINE LOCATION FROM WHICH THE COVERED ENTITY KNOWS THE RESIDENT CUSTOMARILY ACCESSES THE ACCOUNT.

(a.4) THE BREACH OF ENCRYPTED OR OTHERWISE SECURED PERSONAL INFORMATION MUST BE DISCLOSED IN ACCORDANCE WITH THIS SECTION IF THE CONFIDENTIAL PROCESS, ENCRYPTION KEY, OR OTHER MEANS TO DECIPHER THE SECURED INFORMATION WAS ALSO ACQUIRED IN THE SECURITY BREACH OR WAS REASONABLY BELIEVED TO HAVE BEEN ACQUIRED.

(a.5) A COVERED ENTITY THAT IS REQUIRED TO PROVIDE NOTICE TO AFFECTED COLORADO RESIDENTS PURSUANT TO THIS SUBSECTION (2) IS PROHIBITED FROM CHARGING THE COST OF PROVIDING SUCH NOTICE TO SUCH RESIDENTS.

(a.6) NOTHING IN THIS SUBSECTION (2) PROHIBITS THE NOTICE DESCRIBED IN THIS SUBSECTION (2) FROM CONTAINING ADDITIONAL

INFORMATION, INCLUDING ANY INFORMATION THAT MAY BE REQUIRED BY STATE OR FEDERAL LAW.

(b) ~~An individual or a commercial entity that maintains~~ IF A COVERED ENTITY USES A THIRD-PARTY SERVICE PROVIDER TO MAINTAIN computerized data that includes personal information, ~~that the individual or the commercial entity does not own or license~~ THEN THE THIRD-PARTY SERVICE PROVIDER shall give notice to and cooperate with ~~the owner or licensee of the information of any breach of the security of the system immediately~~ THE COVERED ENTITY IN THE EVENT OF A SECURITY BREACH THAT COMPROMISES SUCH COMPUTERIZED DATA, INCLUDING NOTIFYING THE COVERED ENTITY OF ANY SECURITY BREACH IN THE MOST EXPEDIENT TIME POSSIBLE, AND WITHOUT UNREASONABLE DELAY following discovery of a SECURITY breach, if misuse of personal information about a Colorado resident occurred or is likely to occur. Cooperation includes sharing with the ~~owner or licensee~~ COVERED ENTITY information relevant to the SECURITY breach; except that such cooperation ~~shall not be deemed to~~ DOES NOT require the disclosure of confidential business information or trade secrets.

(c) Notice required by this section may be delayed if a law enforcement agency determines that the notice will impede a criminal investigation and the law enforcement agency has notified the ~~individual or commercial~~ COVERED entity that conducts business in Colorado not to send notice required by this section. Notice required by this section ~~shall~~ MUST be made in good faith, IN THE MOST EXPEDIENT TIME POSSIBLE AND without unreasonable delay ~~and as soon as possible~~ BUT NOT LATER THAN THIRTY DAYS after the law enforcement agency determines that notification will no longer impede the investigation and has notified the ~~individual or commercial~~ COVERED entity that conducts business in Colorado that it is appropriate to send the notice required by this section.

(d) If ~~an individual or commercial~~ A COVERED entity is required to notify more than one thousand Colorado residents of a SECURITY breach ~~of the security of the system~~ pursuant to this section, the ~~individual or commercial~~ COVERED entity shall also notify, IN THE MOST EXPEDIENT TIME POSSIBLE AND without unreasonable delay, all consumer reporting agencies that compile and maintain files on consumers on a nationwide basis, as defined by THE FEDERAL "FAIR CREDIT REPORTING ACT", 15 U.S.C. sec. 1681a (p), of the anticipated date of the notification to the residents and the

approximate number of residents who are to be notified. Nothing in this ~~paragraph (d) shall be construed to require~~ SUBSECTION (2)(d) REQUIRES the ~~individual or commercial~~ COVERED entity to provide to the consumer reporting agency the names or other personal information of SECURITY breach notice recipients. This ~~paragraph (d) shall~~ SUBSECTION (2)(d) DOES not apply to a ~~person~~ COVERED ENTITY who is subject to Title V of the federal "Gramm-Leach-Bliley Act", 15 U.S.C. sec. 6801 et seq.

(e) A WAIVER OF THESE NOTIFICATION RIGHTS OR RESPONSIBILITIES IS VOID AS AGAINST PUBLIC POLICY.

(f) (I) THE COVERED ENTITY THAT MUST NOTIFY COLORADO RESIDENTS OF A DATA BREACH PURSUANT TO THIS SECTION SHALL PROVIDE NOTICE OF ANY SECURITY BREACH TO THE COLORADO ATTORNEY GENERAL IN THE MOST EXPEDIENT TIME POSSIBLE AND WITHOUT UNREASONABLE DELAY, BUT NOT LATER THAN THIRTY DAYS AFTER THE DATE OF DETERMINATION THAT A SECURITY BREACH OCCURRED, IF THE SECURITY BREACH IS REASONABLY BELIEVED TO HAVE AFFECTED FIVE HUNDRED COLORADO RESIDENTS OR MORE, UNLESS THE INVESTIGATION DETERMINES THAT THE MISUSE OF INFORMATION ABOUT A COLORADO RESIDENT HAS NOT OCCURRED AND IS NOT LIKELY TO OCCUR.

(II) THE COLORADO ATTORNEY GENERAL SHALL DESIGNATE A PERSON OR PERSONS AS A POINT OF CONTACT FOR FUNCTIONS SET FORTH IN THIS SUBSECTION (2)(f) AND SHALL MAKE THE CONTACT INFORMATION FOR THAT PERSON OR THOSE PERSONS PUBLIC ON THE ATTORNEY GENERAL'S WEBSITE AND BY ANY OTHER APPROPRIATE MEANS.

(g) THE BREACH OF ENCRYPTED OR OTHERWISE SECURED PERSONAL INFORMATION MUST BE DISCLOSED IN ACCORDANCE WITH THIS SECTION IF THE CONFIDENTIAL PROCESS, ENCRYPTION KEY, OR OTHER MEANS TO DECIPHER THE SECURED INFORMATION WAS ALSO ACQUIRED OR WAS REASONABLY BELIEVED TO HAVE BEEN ACQUIRED IN THE SECURITY BREACH.

(3) Procedures deemed in compliance with notice requirements.

(a) ~~Under~~ PURSUANT TO this section, ~~an individual or a commercial~~ A COVERED entity that maintains its own notification procedures as part of an information security policy for the treatment of personal information and whose procedures are otherwise consistent with the timing requirements of this section ~~shall be deemed to be~~ IS in compliance with the notice

requirements of this section if the ~~individual or the commercial~~ COVERED entity notifies affected Colorado ~~customers~~ RESIDENTS in accordance with its policies in the event of a ~~breach of security of the system~~ SECURITY BREACH; EXCEPT THAT NOTICE TO THE ATTORNEY GENERAL IS STILL REQUIRED PURSUANT TO SUBSECTION (2)(f) OF THIS SECTION.

(b) ~~An individual or a commercial~~ A COVERED entity that is regulated by state or federal law and that maintains procedures for a SECURITY breach ~~of the security of the system~~ pursuant to the laws, rules, regulations, guidances, or guidelines established by its ~~primary or functional~~ state or federal regulator is ~~deemed to be~~ in compliance with this section; EXCEPT THAT NOTICE TO THE ATTORNEY GENERAL IS STILL REQUIRED PURSUANT TO SUBSECTION (2)(f) OF THIS SECTION. IN THE CASE OF A CONFLICT BETWEEN THE TIME PERIOD FOR NOTICE TO INDIVIDUALS THAT IS REQUIRED PURSUANT TO THIS SUBSECTION (3) AND THE APPLICABLE STATE OR FEDERAL LAW OR REGULATION, THE LAW OR REGULATION WITH THE SHORTEST TIME FRAME FOR NOTICE TO THE INDIVIDUAL CONTROLS.

(4) **Violations.** The attorney general may bring an action in law or equity to address violations of this section, SECTION 6-1-713, OR SECTION 6-1-713.5, and for other relief that may be appropriate to ensure compliance with this section or to recover direct economic damages resulting from a violation, or both. The provisions of this section are not exclusive and do not relieve ~~an individual or a commercial~~ A COVERED entity subject to this section from compliance with all other applicable provisions of law.

(5) **Attorney general criminal authority.** UPON RECEIPT OF NOTICE PURSUANT TO SUBSECTION (2) OF THIS SECTION, AND WITH EITHER A REQUEST FROM THE GOVERNOR TO PROSECUTE A PARTICULAR CASE OR WITH THE APPROVAL OF THE DISTRICT ATTORNEY WITH JURISDICTION TO PROSECUTE CASES IN THE JUDICIAL DISTRICT WHERE A CASE COULD BE BROUGHT, THE ATTORNEY GENERAL HAS THE AUTHORITY TO PROSECUTE ANY CRIMINAL VIOLATIONS OF SECTION 18-5.5-102.

SECTION 4. In Colorado Revised Statutes, **add** article 73 to title 24 as follows:

ARTICLE 73
Security Breaches and Personal Information

24-73-101. Governmental entity - disposal of personal identifying information - policy - definitions. (1) EACH GOVERNMENTAL ENTITY IN THE STATE THAT MAINTAINS PAPER OR ELECTRONIC DOCUMENTS DURING THE COURSE OF BUSINESS THAT CONTAIN PERSONAL IDENTIFYING INFORMATION SHALL DEVELOP A WRITTEN POLICY FOR THE DESTRUCTION OR PROPER DISPOSAL OF THOSE PAPER AND ELECTRONIC DOCUMENTS CONTAINING PERSONAL IDENTIFYING INFORMATION. UNLESS OTHERWISE REQUIRED BY STATE OR FEDERAL LAW OR REGULATION, THE WRITTEN POLICY MUST REQUIRE THAT, WHEN SUCH PAPER OR ELECTRONIC DOCUMENTS ARE NO LONGER NEEDED, THE GOVERNMENTAL ENTITY DESTROY OR ARRANGE FOR THE DESTRUCTION OF SUCH PAPER AND ELECTRONIC DOCUMENTS WITHIN ITS CUSTODY OR CONTROL THAT CONTAIN PERSONAL IDENTIFYING INFORMATION BY SHREDDING, ERASING, OR OTHERWISE MODIFYING THE PERSONAL IDENTIFYING INFORMATION IN THE PAPER OR ELECTRONIC DOCUMENTS TO MAKE THE PERSONAL IDENTIFYING INFORMATION UNREADABLE OR INDECIPHERABLE THROUGH ANY MEANS.

(2) A GOVERNMENTAL ENTITY THAT IS REGULATED BY STATE OR FEDERAL LAW AND THAT MAINTAINS PROCEDURES FOR DISPOSAL OF PERSONAL IDENTIFYING INFORMATION PURSUANT TO THE LAWS, RULES, REGULATIONS, GUIDANCES, OR GUIDELINES ESTABLISHED BY ITS STATE OR FEDERAL REGULATOR IS IN COMPLIANCE WITH THIS SECTION.

(3) UNLESS A GOVERNMENTAL ENTITY SPECIFICALLY CONTRACTS WITH A RECYCLER OR DISPOSAL FIRM FOR DESTRUCTION OF DOCUMENTS THAT CONTAIN PERSONAL IDENTIFYING INFORMATION, NOTHING IN THIS SECTION REQUIRES A RECYCLER OR DISPOSAL FIRM TO VERIFY THAT THE DOCUMENTS CONTAINED IN THE PRODUCTS IT RECEIVES FOR DISPOSAL OR RECYCLING HAVE BEEN PROPERLY DESTROYED OR DISPOSED OF AS REQUIRED BY THIS SECTION.

(4) FOR THE PURPOSES OF THIS SECTION AND SECTION 24-73-102, UNLESS THE CONTEXT OTHERWISE REQUIRES:

(a) "GOVERNMENTAL ENTITY" MEANS THE STATE AND ANY STATE AGENCY OR INSTITUTION, INCLUDING THE JUDICIAL DEPARTMENT, COUNTY, CITY AND COUNTY, INCORPORATED CITY OR TOWN, SCHOOL DISTRICT, SPECIAL IMPROVEMENT DISTRICT, AUTHORITY, AND EVERY OTHER KIND OF DISTRICT, INSTRUMENTALITY, OR POLITICAL SUBDIVISION OF THE STATE ORGANIZED PURSUANT TO LAW. "GOVERNMENTAL ENTITY" INCLUDES

ENTITIES GOVERNED BY HOME RULE CHARTERS. "GOVERNMENTAL ENTITY" DOES NOT INCLUDE AN ENTITY ACTING AS A THIRD-PARTY SERVICE PROVIDER AS DEFINED IN SECTION 24-73-102.

(b) "PERSONAL IDENTIFYING INFORMATION" MEANS A SOCIAL SECURITY NUMBER; A PERSONAL IDENTIFICATION NUMBER; A PASSWORD; A PASS CODE; AN OFFICIAL STATE OR GOVERNMENT-ISSUED DRIVER'S LICENSE OR IDENTIFICATION CARD NUMBER; A GOVERNMENT PASSPORT NUMBER; BIOMETRIC DATA, AS DEFINED IN SECTION 24-73-103 (1)(a); AN EMPLOYER, STUDENT, OR MILITARY IDENTIFICATION NUMBER; OR A FINANCIAL TRANSACTION DEVICE, AS DEFINED IN SECTION 18-5-701 (3).

24-73-102. Governmental entity - protection of personal identifying information - definition. (1) TO PROTECT PERSONAL IDENTIFYING INFORMATION, AS DEFINED IN SECTION 24-73-101 (4)(b), FROM UNAUTHORIZED ACCESS, USE, MODIFICATION, DISCLOSURE, OR DESTRUCTION, A GOVERNMENTAL ENTITY THAT MAINTAINS, OWNS, OR LICENSES PERSONAL IDENTIFYING INFORMATION SHALL IMPLEMENT AND MAINTAIN REASONABLE SECURITY PROCEDURES AND PRACTICES THAT ARE APPROPRIATE TO THE NATURE OF THE PERSONAL IDENTIFYING INFORMATION AND THE NATURE AND SIZE OF THE GOVERNMENTAL ENTITY.

(2) UNLESS A GOVERNMENTAL ENTITY AGREES TO PROVIDE ITS OWN SECURITY PROTECTION FOR THE INFORMATION IT DISCLOSES TO A THIRD-PARTY SERVICE PROVIDER, THE GOVERNMENTAL ENTITY SHALL REQUIRE THAT THE THIRD-PARTY SERVICE PROVIDER IMPLEMENT AND MAINTAIN REASONABLE SECURITY PROCEDURES AND PRACTICES THAT ARE:

(a) APPROPRIATE TO THE NATURE OF THE PERSONAL IDENTIFYING INFORMATION DISCLOSED TO THE THIRD-PARTY SERVICE PROVIDER; AND

(b) REASONABLY DESIGNED TO HELP PROTECT THE PERSONAL IDENTIFYING INFORMATION FROM UNAUTHORIZED ACCESS, USE, MODIFICATION, DISCLOSURE, OR DESTRUCTION.

(3) FOR THE PURPOSES OF SUBSECTION (2) OF THIS SECTION, A DISCLOSURE OF PERSONAL IDENTIFYING INFORMATION DOES NOT INCLUDE DISCLOSURE OF INFORMATION TO A THIRD PARTY UNDER CIRCUMSTANCES WHERE THE GOVERNMENTAL ENTITY RETAINS PRIMARY RESPONSIBILITY FOR IMPLEMENTING AND MAINTAINING REASONABLE SECURITY PROCEDURES AND

PRACTICES APPROPRIATE TO THE NATURE OF THE PERSONAL IDENTIFYING INFORMATION AND THE GOVERNMENTAL ENTITY IMPLEMENTS AND MAINTAINS TECHNICAL CONTROLS REASONABLY DESIGNED TO:

(a) HELP PROTECT THE PERSONAL IDENTIFYING INFORMATION FROM UNAUTHORIZED ACCESS, MODIFICATION, DISCLOSURE, OR DESTRUCTION; OR

(b) EFFECTIVELY ELIMINATE THE THIRD PARTY'S ABILITY TO ACCESS THE PERSONAL IDENTIFYING INFORMATION, NOTWITHSTANDING THE THIRD PARTY'S PHYSICAL POSSESSION OF THE PERSONAL IDENTIFYING INFORMATION.

(4) A GOVERNMENTAL ENTITY THAT IS REGULATED BY STATE OR FEDERAL LAW AND THAT MAINTAINS PROCEDURES FOR STORAGE OF PERSONAL IDENTIFYING INFORMATION PURSUANT TO THE LAWS, RULES, REGULATIONS, GUIDANCES, OR GUIDELINES ESTABLISHED BY ITS STATE OR FEDERAL REGULATOR IS IN COMPLIANCE WITH THIS SECTION.

(5) FOR THE PURPOSES OF THIS SECTION, "THIRD-PARTY SERVICE PROVIDER" MEANS AN ENTITY THAT HAS BEEN CONTRACTED TO MAINTAIN, STORE, OR PROCESS PERSONAL IDENTIFYING INFORMATION ON BEHALF OF A GOVERNMENTAL ENTITY.

24-73-103. Governmental entity - notification of security breach.

(1) **Definitions.** AS USED IN THIS SECTION, UNLESS THE CONTEXT OTHERWISE REQUIRES:

(a) "BIOMETRIC DATA" MEANS UNIQUE BIOMETRIC DATA GENERATED FROM MEASUREMENTS OR ANALYSIS OF HUMAN BODY CHARACTERISTICS FOR THE PURPOSE OF AUTHENTICATING THE INDIVIDUAL WHEN HE OR SHE ACCESSES AN ONLINE ACCOUNT.

(b) "DETERMINATION THAT A SECURITY BREACH OCCURRED" MEANS THE POINT IN TIME AT WHICH THERE IS SUFFICIENT EVIDENCE TO CONCLUDE THAT A SECURITY BREACH HAS TAKEN PLACE.

(c) "ENCRYPTED" MEANS RENDERED UNUSABLE, UNREADABLE, OR INDECIPHERABLE TO AN UNAUTHORIZED PERSON THROUGH A SECURITY TECHNOLOGY OR METHODOLOGY GENERALLY ACCEPTED IN THE FIELD OF INFORMATION SECURITY.

(d) "GOVERNMENTAL ENTITY" MEANS THE STATE AND ANY STATE AGENCY OR INSTITUTION, INCLUDING THE JUDICIAL DEPARTMENT, COUNTY, CITY AND COUNTY, INCORPORATED CITY OR TOWN, SCHOOL DISTRICT, SPECIAL IMPROVEMENT DISTRICT, AUTHORITY, AND EVERY OTHER KIND OF DISTRICT, INSTRUMENTALITY, OR POLITICAL SUBDIVISION OF THE STATE ORGANIZED PURSUANT TO LAW. "GOVERNMENTAL ENTITY" INCLUDES ENTITIES GOVERNED BY HOME RULE CHARTERS. "GOVERNMENTAL ENTITY" DOES NOT INCLUDE AN ENTITY ACTING AS A THIRD-PARTY SERVICE PROVIDER AS DEFINED IN SUBSECTION (1)(i) OF THIS SECTION.

(e) "MEDICAL INFORMATION" MEANS ANY INFORMATION ABOUT A CONSUMER'S MEDICAL OR MENTAL HEALTH TREATMENT OR DIAGNOSIS BY A HEALTH CARE PROFESSIONAL.

(f) "NOTICE" MEANS:

(I) WRITTEN NOTICE TO THE POSTAL ADDRESS LISTED IN THE RECORDS OF THE GOVERNMENTAL ENTITY;

(II) TELEPHONIC NOTICE;

(III) ELECTRONIC NOTICE, IF A PRIMARY MEANS OF COMMUNICATION BY THE GOVERNMENTAL ENTITY WITH A COLORADO RESIDENT IS BY ELECTRONIC MEANS OR THE NOTICE PROVIDED IS CONSISTENT WITH THE PROVISIONS REGARDING ELECTRONIC RECORDS AND SIGNATURES SET FORTH IN THE FEDERAL "ELECTRONIC SIGNATURES IN GLOBAL AND NATIONAL COMMERCE ACT", 15 U.S.C. SEC. 7001 ET SEQ.; OR

(IV) SUBSTITUTE NOTICE, IF THE GOVERNMENTAL ENTITY REQUIRED TO PROVIDE NOTICE DEMONSTRATES THAT THE COST OF PROVIDING NOTICE WILL EXCEED TWO HUNDRED FIFTY THOUSAND DOLLARS, THE AFFECTED CLASS OF PERSONS TO BE NOTIFIED EXCEEDS TWO HUNDRED FIFTY THOUSAND COLORADO RESIDENTS, OR THE GOVERNMENTAL ENTITY DOES NOT HAVE SUFFICIENT CONTACT INFORMATION TO PROVIDE NOTICE. SUBSTITUTE NOTICE CONSISTS OF ALL OF THE FOLLOWING:

(A) E-MAIL NOTICE IF THE GOVERNMENTAL ENTITY HAS E-MAIL ADDRESSES FOR THE MEMBERS OF THE AFFECTED CLASS OF COLORADO RESIDENTS;

(B) CONSPICUOUS POSTING OF THE NOTICE ON THE WEBSITE PAGE OF THE GOVERNMENTAL ENTITY IF THE GOVERNMENTAL ENTITY MAINTAINS ONE; AND

(C) NOTIFICATION TO MAJOR STATEWIDE MEDIA.

(g) (I) (A) "PERSONAL INFORMATION" MEANS A COLORADO RESIDENT'S FIRST NAME OR FIRST INITIAL AND LAST NAME IN COMBINATION WITH ANY ONE OR MORE OF THE FOLLOWING DATA ELEMENTS THAT RELATE TO THE RESIDENT, WHEN THE DATA ELEMENTS ARE NOT ENCRYPTED, REDACTED, OR SECURED BY ANY OTHER METHOD RENDERING THE NAME OR THE ELEMENT UNREADABLE OR UNUSABLE: SOCIAL SECURITY NUMBER; DRIVER'S LICENSE NUMBER OR IDENTIFICATION CARD NUMBER; STUDENT, MILITARY, OR PASSPORT IDENTIFICATION NUMBER; MEDICAL INFORMATION; HEALTH INSURANCE IDENTIFICATION NUMBER; OR BIOMETRIC DATA, AS DEFINED IN SUBSECTION (1)(a) OF THIS SECTION;

(B) A COLORADO RESIDENT'S USERNAME OR E-MAIL ADDRESS, IN COMBINATION WITH A PASSWORD OR SECURITY QUESTIONS AND ANSWERS, THAT WOULD PERMIT ACCESS TO AN ONLINE ACCOUNT; OR

(C) A COLORADO RESIDENT'S ACCOUNT NUMBER OR CREDIT OR DEBIT CARD NUMBER IN COMBINATION WITH ANY REQUIRED SECURITY CODE, ACCESS CODE, OR PASSWORD THAT WOULD PERMIT ACCESS TO THAT ACCOUNT.

(II) "PERSONAL INFORMATION" DOES NOT INCLUDE PUBLICLY AVAILABLE INFORMATION THAT IS LAWFULLY MADE AVAILABLE TO THE GENERAL PUBLIC FROM FEDERAL, STATE, OR LOCAL GOVERNMENT RECORDS OR WIDELY DISTRIBUTED MEDIA.

(h) "SECURITY BREACH" MEANS THE UNAUTHORIZED ACQUISITION OF UNENCRYPTED COMPUTERIZED DATA THAT COMPROMISES THE SECURITY, CONFIDENTIALITY, OR INTEGRITY OF PERSONAL INFORMATION MAINTAINED BY A GOVERNMENTAL ENTITY. GOOD FAITH ACQUISITION OF PERSONAL INFORMATION BY AN EMPLOYEE OR AGENT OF A GOVERNMENTAL ENTITY FOR THE PURPOSES OF THE GOVERNMENTAL ENTITY IS NOT A SECURITY BREACH IF THE PERSONAL INFORMATION IS NOT USED FOR A PURPOSE UNRELATED TO THE LAWFUL GOVERNMENT PURPOSE OR IS NOT SUBJECT TO FURTHER UNAUTHORIZED DISCLOSURE.

(i) "THIRD-PARTY SERVICE PROVIDER" MEANS AN ENTITY THAT HAS BEEN CONTRACTED TO MAINTAIN, STORE, OR PROCESS PERSONAL INFORMATION ON BEHALF OF A GOVERNMENTAL ENTITY.

(2) **Disclosure of breach.** (a) A GOVERNMENTAL ENTITY THAT MAINTAINS, OWNS, OR LICENSES COMPUTERIZED DATA THAT INCLUDES PERSONAL INFORMATION ABOUT A RESIDENT OF COLORADO SHALL, WHEN IT BECOMES AWARE THAT A SECURITY BREACH MAY HAVE OCCURRED, CONDUCT IN GOOD FAITH A PROMPT INVESTIGATION TO DETERMINE THE LIKELIHOOD THAT PERSONAL INFORMATION HAS BEEN OR WILL BE MISUSED. THE GOVERNMENTAL ENTITY SHALL GIVE NOTICE TO THE AFFECTED COLORADO RESIDENTS UNLESS THE INVESTIGATION DETERMINES THAT THE MISUSE OF INFORMATION ABOUT A COLORADO RESIDENT HAS NOT OCCURRED AND IS NOT REASONABLY LIKELY TO OCCUR. NOTICE MUST BE MADE IN THE MOST EXPEDIENT TIME POSSIBLE AND WITHOUT UNREASONABLE DELAY, BUT NOT LATER THAN THIRTY DAYS AFTER THE DATE OF DETERMINATION THAT A SECURITY BREACH OCCURRED, CONSISTENT WITH THE LEGITIMATE NEEDS OF LAW ENFORCEMENT AND CONSISTENT WITH ANY MEASURES NECESSARY TO DETERMINE THE SCOPE OF THE BREACH AND TO RESTORE THE REASONABLE INTEGRITY OF THE COMPUTERIZED DATA SYSTEM.

(b) IN THE CASE OF A BREACH OF PERSONAL INFORMATION, NOTICE REQUIRED BY THIS SUBSECTION (2) TO AFFECTED COLORADO RESIDENTS MUST INCLUDE, BUT NEED NOT BE LIMITED TO, THE FOLLOWING INFORMATION:

(I) THE DATE, ESTIMATED DATE, OR ESTIMATED DATE RANGE OF THE SECURITY BREACH;

(II) A DESCRIPTION OF THE PERSONAL INFORMATION THAT WAS ACQUIRED OR REASONABLY BELIEVED TO HAVE BEEN ACQUIRED AS PART OF THE SECURITY BREACH;

(III) INFORMATION THAT THE RESIDENT CAN USE TO CONTACT THE GOVERNMENTAL ENTITY TO INQUIRE ABOUT THE SECURITY BREACH;

(IV) THE TOLL-FREE NUMBERS, ADDRESSES, AND WEBSITES FOR CONSUMER REPORTING AGENCIES;

(V) THE TOLL-FREE NUMBER, ADDRESS, AND WEBSITE FOR THE

FEDERAL TRADE COMMISSION; AND

(VI) A STATEMENT THAT THE RESIDENT CAN OBTAIN INFORMATION FROM THE FEDERAL TRADE COMMISSION AND THE CREDIT REPORTING AGENCIES ABOUT FRAUD ALERTS AND SECURITY FREEZES.

(c) IF AN INVESTIGATION BY THE GOVERNMENTAL ENTITY PURSUANT TO SUBSECTION (2)(a) OF THIS SECTION DETERMINES THAT THE TYPE OF PERSONAL INFORMATION DESCRIBED IN SUBSECTION (1)(g)(I)(B) OF THIS SECTION HAS BEEN MISUSED OR IS REASONABLY LIKELY TO BE MISUSED, THEN THE GOVERNMENTAL ENTITY SHALL, IN ADDITION TO THE NOTICE OTHERWISE REQUIRED BY SUBSECTION (2)(b) OF THIS SECTION AND IN THE MOST EXPEDIENT TIME POSSIBLE AND WITHOUT UNREASONABLE DELAY, BUT NOT LATER THAN THIRTY DAYS AFTER THE DATE OF DETERMINATION THAT A SECURITY BREACH OCCURRED, CONSISTENT WITH THE LEGITIMATE NEEDS OF LAW ENFORCEMENT AND CONSISTENT WITH ANY MEASURES NECESSARY TO DETERMINE THE SCOPE OF THE BREACH AND TO RESTORE THE REASONABLE INTEGRITY OF THE COMPUTERIZED DATA SYSTEM:

(I) DIRECT THE PERSON WHOSE PERSONAL INFORMATION HAS BEEN BREACHED TO PROMPTLY CHANGE HIS OR HER PASSWORD AND SECURITY QUESTION OR ANSWER, AS APPLICABLE, OR TO TAKE OTHER STEPS APPROPRIATE TO PROTECT THE ONLINE ACCOUNT WITH THE PERSON OR BUSINESS AND ALL OTHER ONLINE ACCOUNTS FOR WHICH THE PERSON WHOSE PERSONAL INFORMATION HAS BEEN BREACHED USES THE SAME USERNAME OR E-MAIL ADDRESS AND PASSWORD OR SECURITY QUESTION OR ANSWER.

(II) FOR LOG-IN CREDENTIALS OF AN E-MAIL ACCOUNT FURNISHED BY THE GOVERNMENTAL ENTITY, THE GOVERNMENTAL ENTITY SHALL NOT COMPLY WITH THIS SECTION BY PROVIDING THE SECURITY BREACH NOTIFICATION TO THAT E-MAIL ADDRESS, BUT MAY INSTEAD COMPLY WITH THIS SECTION BY PROVIDING NOTICE THROUGH OTHER METHODS, AS DEFINED IN SUBSECTION (1)(f) OF THIS SECTION, OR BY CLEAR AND CONSPICUOUS NOTICE DELIVERED TO THE RESIDENT ONLINE WHEN THE RESIDENT IS CONNECTED TO THE ONLINE ACCOUNT FROM AN INTERNET PROTOCOL ADDRESS OR ONLINE LOCATION FROM WHICH THE GOVERNMENTAL ENTITY KNOWS THE RESIDENT CUSTOMARILY ACCESSES THE ACCOUNT.

(d) THE BREACH OF ENCRYPTED OR OTHERWISE SECURED PERSONAL INFORMATION MUST BE DISCLOSED IN ACCORDANCE WITH THIS SECTION IF

THE CONFIDENTIAL PROCESS, ENCRYPTION KEY, OR OTHER MEANS TO DECIPHER THE SECURED INFORMATION WAS ALSO ACQUIRED IN THE SECURITY BREACH OR WAS REASONABLY BELIEVED TO HAVE BEEN ACQUIRED.

(e) A GOVERNMENTAL ENTITY THAT IS REQUIRED TO PROVIDE NOTICE PURSUANT TO THIS SUBSECTION (2) IS PROHIBITED FROM CHARGING THE COST OF PROVIDING SUCH NOTICE TO INDIVIDUALS.

(f) NOTHING IN THIS SUBSECTION (2) PROHIBITS THE NOTICE DESCRIBED IN THIS SUBSECTION (2) FROM CONTAINING ADDITIONAL INFORMATION, INCLUDING ANY INFORMATION THAT MAY BE REQUIRED BY STATE OR FEDERAL LAW.

(g) IF A GOVERNMENTAL ENTITY USES A THIRD-PARTY SERVICE PROVIDER TO MAINTAIN COMPUTERIZED DATA THAT INCLUDES PERSONAL INFORMATION, THEN THE THIRD-PARTY SERVICE PROVIDER SHALL GIVE NOTICE TO AND COOPERATE WITH THE GOVERNMENTAL ENTITY IN THE EVENT OF A SECURITY BREACH THAT COMPROMISES SUCH COMPUTERIZED DATA, INCLUDING NOTIFYING THE GOVERNMENTAL ENTITY OF ANY SECURITY BREACH IN THE MOST EXPEDIENT TIME AND WITHOUT UNREASONABLE DELAY FOLLOWING DISCOVERY OF A SECURITY BREACH, IF MISUSE OF PERSONAL INFORMATION ABOUT A COLORADO RESIDENT OCCURRED OR IS LIKELY TO OCCUR. COOPERATION INCLUDES SHARING WITH THE COVERED ENTITY INFORMATION RELEVANT TO THE SECURITY BREACH; EXCEPT THAT SUCH COOPERATION DOES NOT REQUIRE THE DISCLOSURE OF CONFIDENTIAL BUSINESS INFORMATION OR TRADE SECRETS.

(h) NOTICE REQUIRED BY THIS SECTION MAY BE DELAYED IF A LAW ENFORCEMENT AGENCY DETERMINES THAT THE NOTICE WILL IMPEDE A CRIMINAL INVESTIGATION AND THE LAW ENFORCEMENT AGENCY HAS NOTIFIED THE GOVERNMENTAL ENTITY THAT OPERATES IN COLORADO NOT TO SEND NOTICE REQUIRED BY THIS SECTION. NOTICE REQUIRED BY THIS SECTION MUST BE MADE IN GOOD FAITH, IN THE MOST EXPEDIENT TIME POSSIBLE AND WITHOUT UNREASONABLE DELAY, BUT NOT LATER THAN THIRTY DAYS AFTER THE LAW ENFORCEMENT AGENCY DETERMINES THAT NOTIFICATION WILL NO LONGER IMPEDE THE INVESTIGATION, AND HAS NOTIFIED THE GOVERNMENTAL ENTITY THAT IT IS APPROPRIATE TO SEND THE NOTICE REQUIRED BY THIS SECTION.

(i) If a governmental entity is required to notify more than one thousand Colorado residents of a security breach pursuant to this section, the governmental entity shall also notify, in the most expedient time possible and without unreasonable delay, all consumer reporting agencies that compile and maintain files on consumers on a nationwide basis, as defined by the federal "Fair Credit Reporting Act", 15 U.S.C. sec. 1681a (p), of the anticipated date of the notification to the residents and the approximate number of residents who are to be notified. Nothing in this subsection (2)(i) requires the governmental entity to provide to the consumer reporting agency the names or other personal information of security breach notice recipients. This subsection (2)(i) does not apply to a person who is subject to Title V of the federal "Gramm-Leach-Bliley Act", 15 U.S.C. sec. 6801 et seq.

(j) A waiver of these notification rights or responsibilities is void as against public policy.

(k) (I) The governmental entity that must notify Colorado residents of a data breach pursuant to this section shall provide notice of any security breach to the Colorado attorney general in the most expedient time possible and without unreasonable delay, but not later than thirty days after the date of determination that a security breach occurred, if the security breach is reasonably believed to have affected five hundred Colorado residents or more, unless the investigation determines that the misuse of information about a Colorado resident has not occurred and is not likely to occur.

(II) The Colorado attorney general shall designate a person or persons as a point of contact for functions set forth in this subsection (2)(k) and shall make the contact information for that person or those persons public on the attorney general's website and by any other appropriate means.

(l) The breach of encrypted or otherwise secured personal information must be disclosed in accordance with this section if the confidential process, encryption key, or other means to decipher the secured information was also acquired or was reasonably believed to have been acquired in the security breach.

(3) Procedures deemed in compliance with notice requirements.

(a) PURSUANT TO THIS SECTION, A GOVERNMENTAL ENTITY THAT MAINTAINS ITS OWN NOTIFICATION PROCEDURES AS PART OF AN INFORMATION SECURITY POLICY FOR THE TREATMENT OF PERSONAL INFORMATION AND WHOSE PROCEDURES ARE OTHERWISE CONSISTENT WITH THE TIMING REQUIREMENTS OF THIS SECTION IS IN COMPLIANCE WITH THE NOTICE REQUIREMENTS OF THIS SECTION IF THE GOVERNMENTAL ENTITY NOTIFIES AFFECTED COLORADO RESIDENTS IN ACCORDANCE WITH ITS POLICIES IN THE EVENT OF A SECURITY BREACH; EXCEPT THAT NOTICE TO THE ATTORNEY GENERAL IS STILL REQUIRED PURSUANT TO SUBSECTION (2)(k) OF THIS SECTION.

(b) A GOVERNMENTAL ENTITY THAT IS REGULATED BY STATE OR FEDERAL LAW AND THAT MAINTAINS PROCEDURES FOR A SECURITY BREACH PURSUANT TO THE LAWS, RULES, REGULATIONS, GUIDANCES, OR GUIDELINES ESTABLISHED BY ITS STATE OR FEDERAL REGULATOR IS IN COMPLIANCE WITH THIS SECTION; EXCEPT THAT NOTICE TO THE ATTORNEY GENERAL IS STILL REQUIRED PURSUANT TO SUBSECTION (2)(k) OF THIS SECTION. IN THE CASE OF A CONFLICT BETWEEN THE TIME PERIOD FOR NOTICE TO INDIVIDUALS, THE LAW OR REGULATION WITH THE SHORTEST NOTICE PERIOD CONTROLS.

(4) Violations. THE ATTORNEY GENERAL MAY BRING AN ACTION FOR INJUNCTIVE RELIEF TO ENFORCE THE PROVISIONS OF THIS SECTION.

(5) Attorney general criminal authority. UPON RECEIPT OF NOTICE PURSUANT TO SUBSECTION (2) OF THIS SECTION, AND WITH EITHER A REQUEST FROM THE GOVERNOR TO PROSECUTE A PARTICULAR CASE OR WITH THE APPROVAL OF THE DISTRICT ATTORNEY WITH JURISDICTION TO PROSECUTE CASES IN THE JUDICIAL DISTRICT WHERE A CASE COULD BE BROUGHT, THE ATTORNEY GENERAL HAS THE AUTHORITY TO PROSECUTE ANY CRIMINAL VIOLATIONS OF SECTION 18-5.5-102.

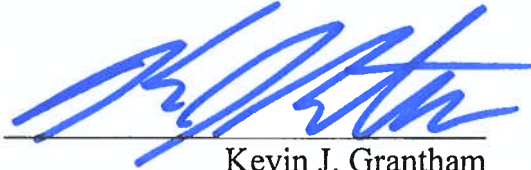
SECTION 5. Effective date. This act takes effect September 1, 2018.

SECTION 6. Safety clause. The general assembly hereby finds,

determines, and declares that this act is necessary for the immediate preservation of the public peace, health, and safety.



Crisanta Duran
SPEAKER OF THE HOUSE
OF REPRESENTATIVES



Kevin J. Grantham
PRESIDENT OF
THE SENATE

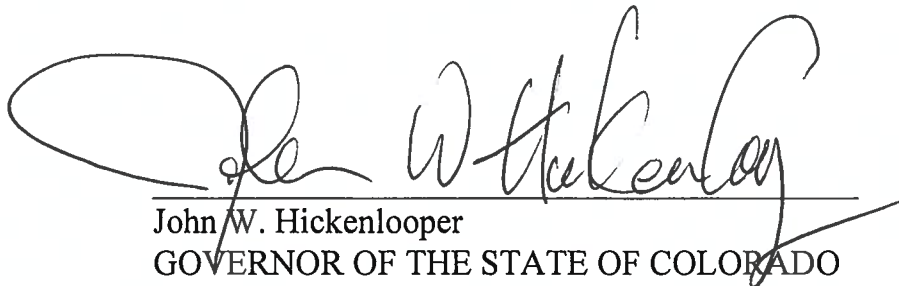


Marilyn Eddins
CHIEF CLERK OF THE HOUSE
OF REPRESENTATIVES



Effie Ameen
SECRETARY OF
THE SENATE

APPROVED 10:27 am 5/29/18



John W. Hickenlooper
GOVERNOR OF THE STATE OF COLORADO

RESOLUTION NO. 19-015, Series of 2019

TITLE: A RESOLUTION TO AMEND RESOLUTION NO. 16-073, SERIES OF 2016, CONCERNING THE TOWN OF PARKER RECORDS RETENTION SCHEDULE APPENDIX E REGARDING METHODS OF RECORD DESTRUCTION PURSUANT TO HB 18-1128

WHEREAS, the Town Council of the Town of Parker adopted the Colorado Municipal Records Retention Schedule (“CMRRS”) as the records retention schedule for the Town of Parker, with certain exceptions (“Parker Records Retention Schedule”);

WHEREAS, the Town Council adopted Supplements 11 and 12 of the Parker Retention Schedule by Resolution No. 16-073, Series of 2016, concerning website, intranet and social media records on December 5, 2016;

WHEREAS, in its last session, the State General Assembly enacted HB 18-1128, which, in part, set forth specific requirements for the disposal of personal identifying information;

WHEREAS, the Methods of Record Destruction, set forth in Appendix E of the CMRRS, do not adequately address the requirements for the disposal of personal identifying information set forth in HB 18-1128;

WHEREAS, the Colorado State Archives authorizes municipalities to amend the CMRRS by formal direction of an entity’s governing body followed by submittal to the Colorado State Archives of an Approval Request Form;

WHEREAS, the Town Council desires to amend Appendix E by incorporating the requirements of HB 18-1128; and

WHEREAS, the Town Council desires to amend the Parker Records Retention Schedule concerning methods of destroying records.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PARKER, COLORADO, AS FOLLOWS:

Section 1. The Town Council of the Town of Parker hereby amends the Parker Records Retention Schedule, Exhibit E, Methods of Destruction, by addition of a new paragraph after section 4 of the Appendix’s first paragraph to provide:

“‘Personal Identifying Information,’ which means a social security number, a personal identification number, a password, a pass code, an official state or government-issued driver’s license or identification car number, a government passport number, biometric data as defined in C.R.S. § 24-73-103(1)(a), an employer, student, or military identification number, or a financial transaction device, as defined in C.R.S. § 18-5-701(3), shall be destroyed by shredding, erasing, or otherwise modifying the personal identifying information in the paper or

electronic documents to make the personal identifying information unreadable or indecipherable through any means.”

Section 2. The Town Council of the Town of Parker hereby amends the Parker Records Retention Schedule, Exhibit E, Methods of Destruction, by addition of section 7 of the Appendix’s last paragraph to provide:

“7. Where the destruction of records is performed by a third-party service provider, the Town shall ensure that the provider maintain reasonable security procedures and practices that are appropriate for the records subject to destruction and are reasonably designed to protect the records from unauthorized access, use, modification, disclosure, or destruction.”

Section 3. The Town Council of the Town of Parker hereby directs the Town Clerk of the Town of Parker to file a copy of this Resolution with the Colorado State Archivist.

RESOLVED AND PASSED this ____ day of _____, 2019.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk



Request for Town Council Action

Date: March 4, 2019

Submitted By: Kristin Schledorn, Deputy Town Attorney

Reviewed By: Michelle Kivela, Town Administrator

Title: **RESOLUTION NO. 19-009 -- (Continued from February 4, 2019)**
A Resolution to Approve the First Amendment to Consolidated Service Plan for Chambers Highpoint Metropolitan District No. 1 and Chambers Highpoint Metropolitan District No. 2

Department: Town Attorney, Kristin Schledorn

EXECUTIVE SUMMARY

The purpose of Resolution No. 19-009 is to approve the request by Chambers Highpoint Metropolitan District Nos. 1 and 2 (the "Chambers Highpoint Districts") to amend their consolidated service plan.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

On October 3, 2016, the Town Council, by Resolution No. 16-063, approved the original consolidated service plan for the Districts (the "Original Service Plan"). Under the Original Service Plan, the Chambers Highpoint Districts were authorized to assess and collect a Development Fee, not to exceed \$2,000 for each single-family detached residential unit, not to exceed \$1,500 for each single-family attached or multi-family residential unit, and not to exceed \$0.25 per square for each structure other than a single-family or multi-family residential structure.

The Chambers Highpoint Districts are requesting the First Amendment to authorize the same Development Fees as are permitted to be assessed and collected by the Belford Districts under the Amended and Restated Service Plans for those districts. The proposed First Amendment, which otherwise generally conforms to the Town's Model Service Plan, would authorize the Chambers Highpoint Districts to assess and collect a Development Fee not to exceed \$25,000

for each single-family detached residential unit, not to exceed \$20,000 for each single-family attached or multi-family residential unit, and not to exceed \$25,000 per single family equivalent (“SFE”) of water and/or wastewater demand for uses other than a single-family or multi-family residential structure.

The Development Fee is intended to be collected by or paid to the Belford South Metropolitan District to finance regional water, regional wastewater, regional drainage, park and open space and Belford Avenue regional roadway improvements necessary to serve the property within the boundaries of the Chambers Highpoint Districts, as well as neighboring properties.

Town Council approved a related request by the Belford Metropolitan Districts in 2018 to amend and restate their service plans, to grant them authority to assess and collect Development Fees in the same amounts outlined above and to collect Development Fees from property within the Chambers Highpoint Districts.

The public hearing for this matter was scheduled for February 4, 2019, and notice was given as provided by the Special District Act. At the February 4, 2019 meeting, the Town Council continued the public hearing on this matter to March 4, 2019.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)



ATTACHMENTS

1. Resolution No. 19-009
2. Chambers Highpoint exhibit 20190122 #1
3. Summary Report Chambers Highpoint FINAL

RECOMMENDED MOTION

I move to approve Resolution No. 19-009.

RESOLUTION NO. 19-009, Series of 2019

TITLE: A RESOLUTION TO APPROVE THE FIRST AMENDMENT TO CONSOLIDATED SERVICE PLAN FOR CHAMBERS HIGHPOINT METROPOLITAN DISTRICT NO. 1 AND CHAMBERS HIGHPOINT METROPOLITAN DISTRICT NO. 2

WHEREAS, by Resolution No. 16-063, the Town Council of the Town of Parker (the “Town”) on October 3, 2016, approved a Consolidated Service Plan (“Original Service Plan”) for the organization of the Chambers Highpoint Metropolitan District No. 1 and Chambers Highpoint Metropolitan District No. 2 (“Districts”); and

WHEREAS, the Districts were organized pursuant to Orders and Decrees issued by the District Court of Douglas County on November 22, 2016, and recorded on December 1, 2016, at Reception Nos. 2016087393 and 2016087394 of the County of Douglas, Colorado, real property records; and

WHEREAS, a First Amendment to Consolidated Service Plan for Chambers Highpoint Metropolitan District No. 1 and Chambers Highpoint Metropolitan District No. 2 (“Service Plan Amendment”) was filed in the office of the Town Clerk of the Town of Parker; and

WHEREAS, the Town, pursuant to C.R.S. § 32-1-101, *et seq.*, (the “Special Districts Act”) and Chapter 10.11 of the Town of Parker Municipal Code (the “Code”), has the authority to approve service plans and service plan amendments for metropolitan districts that are organized within the Town’s boundaries; and

WHEREAS, the Town Council has reviewed the Service Plan Amendment, the evidence and related exhibits, and has determined that the same meets the municipal approval criteria under the Special District Act and the Code, and therefore, has determined to adopt a resolution of approval of the Service Plan Amendment for the Districts; and

WHEREAS, a copy of the Service Plan Amendment is attached hereto as **Exhibit 1** and incorporated herein by reference; and

WHEREAS, notice of the public hearing before the Town Council for its consideration of the Service Plan Amendment was duly published in the *Douglas County News-Press* on January 10, 2019, in accordance with the Special Districts Act, as evidenced by the Affidavit of Publication attached hereto as **Exhibit 2** and incorporated herein by reference; and

WHEREAS, in accordance with the Special Districts Act, notice of the hearing before the Town Council was also duly mailed by first class mail on January 10, 2019, to all property owners within the boundaries of the Districts, to interested persons, defined as follows: (1) the Colorado Division of Local Government; and (2) the governing body of any municipality or special district which has levied an ad valorem tax within the next preceding tax year, and which has boundaries within a radius of three miles of the Districts’ boundaries, as evidenced by the Certificate of Mailing of Notice of Hearing to Three Mile Radius Entities attached hereto as **Exhibit 3** and incorporated herein by reference; and

WHEREAS, the boundaries of the Districts are wholly contained within the boundaries of the Town; and

WHEREAS, pursuant to the provisions of the Special Districts Act and the Code, the Town Council held a public hearing on the Service Plan Amendment for the Districts on February 4, 2019, which was continued to March 4, 2019; and

WHEREAS, the Town Council considered the Service Plan Amendment, and all other testimony and evidence presented at said hearing.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PARKER, COLORADO, AS FOLLOWS:

Section 1. The Town Council hereby determines that the hearing before the Town Council was open to the public; all interested parties were heard or had the opportunity to be heard; and all relevant testimony and evidence submitted to the Town Council was considered.

Section 2. The Town Council hereby determines that the requirements of the Special Districts Act and the Code, relating to the filing of the Service Plan Amendment for the Districts, and the requirements of C.R.S. § 32-1-204 relating to notice of the hearing by the Town Council, and the requirements of the Special Districts Act and the Code, relating to the approval by the Town Council, have been fulfilled.

Section 3. Upon consideration of the Service Plan Amendment for the Districts, and evidence at the public hearing on the Service Plan, the Town Council does find, determine and declare, as required by C.R.S. § 32-1-203 and the Code, as follows:

1. There continues to be sufficient existing and projected need for organized service in the area to be serviced by the Districts;
2. That the existing service in the area to be served by the Districts continues to be inadequate for present and projected needs;
3. That the Districts are capable of providing economical and sufficient service to the area within their boundaries;
4. That the area included in the Districts has, or will have, the financial ability to discharge the proposed indebtedness on a reasonable basis;
5. That adequate service is not or will not be available to the area through the Town or other existing quasi-municipal corporations, including existing districts, within a reasonable time and on a comparable basis;
6. That the facility and service standards of the Districts are compatible with the facility and service standards of the Town;
7. That the Service Plan Amendment is in substantial compliance with the Town's master plan;

8. That the Service Plan Amendment is in substantial compliance with the county, regional or state long-range water quality management plan for the area;

9. That approval of the Service Plan Amendment for the Districts will be in the best interests of the area to be served;

10. That approval of the Service Plan Amendment for the Districts will be in the best interests of the residents or future residents of the area proposed to be served;

11. That the Service Plan Amendment is in substantial compliance with Sections 10.11.010, *et seq.*, of the Code; and

12. That the approval of the Service Plan Amendment for the Districts will not foster urban development that is remote from or incapable of being integrated with existing urban areas, or place a burden on the Town or adjacent jurisdictions to provide urban services to residents of the Districts.

Section 4. The Town Council hereby finds that approval of the Service Plan Amendment is in the best interests of the property to be served, the Town and the Districts.

Section 5. The Town Council hereby approves the Service Plan Amendment for the Districts as submitted.

Section 6. A certified copy of this Resolution shall be filed in the records of the Town and the Douglas County Clerk and Recorder.

RESOLVED AND PASSED this _____ day of March, 2019.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

EXHIBIT 1
Service Plan Amendment

FIRST AMENDMENT TO CONSOLIDATED SERVICE PLAN FOR

FOR

CHAMBERS HIGHPOINT METROPOLITAN DISTRICT NO. 1
and
CHAMBERS HIGHPOINT METROPOLITAN DISTRICT NO. 2

Town of Parker,
County of Douglas, Colorado

Service Plan Approved on October 3, 2016
Amendment Submitted:

I. INTRODUCTION

The Consolidated Service Plan, dated July 28, 2016 (“**Service Plan**”) for the Chambers Highpoint Metropolitan Districts Nos. 1 - 2 (collectively, the “**District**”) was approved by the Town of Parker, Douglas County, Colorado (“**Town**”) pursuant to Resolution No. 16-063 on October 3rd, 2016 and was filed with the District Court on October 6, 2016. The Districts are organized to finance public improvements for the benefit of the residents, property owners, and taxpayers of the Districts. This Combined First Amendment to Service Plan (“**First Amendment**”) is intended to be read in conjunction with the Service Plan.

II. FIRST AMENDMENT

Section V.A.14 of the Service Plan and the Parker Town Code states that the Districts will obtain Town approval before making any material modifications to the Service Plan. The amendments to the Service Plan within this First Amendment are required to fund regional public improvements to be constructed and/or reimbursed by the Districts and neighboring public entities as contemplated in the Service Plan, Intergovernmental Agreement (as defined in the Service Plan), and Annexation Agreement dated May 19, 2016 among the Town, the Stonegate Village Metropolitan District, and Compark 190, LLC. These regional improvements may include Belford Avenue improvements, Chambers Road improvements, Happy Canyon Creek bridge and drainage improvements, sanitary sewer improvements, trail improvements and other permitted improvements. Without the requested amendments, the Districts will not be able to help finance the regional improvements necessary to provide essential public services to the Districts.

Petitioners for the formation of the Districts requested an amendment to the development fees in the Service Plan in the initial Service Plan review process. However, the petitioners for the formation of the Districts and the Town determined to address this issue through the amendment process. There have not been any material changes to any of the information, assumptions, or projections furnished in the initial Service Plan review conducted by the Town. However, a regional improvements capital improvement plan showing the regional improvements is attached hereto as Exhibit A.

There are no residents in the Districts at this time. The Boards of Directors of the Districts have determined that it is in the best interests of future residents, property owners, and taxpayers of the Districts to amend the Section VI.F of the Service Plan to allow a development fee for regional improvements to be assessed for residential and commercial construction. Given the need to finance regional improvements, the Board of Directors believes that the change in the development fee structure will best serve the economic interests of the Districts’ current and future property owners, electors and residents.

III. AMENDMENTS

A. Section II. Definitions of the Service Plan shall be amended to revise and restate the definition of Development Fee and to include the following definition of SFE, to read in full as follows:

Development Fee: means the one-time development or system development fee imposed by the Districts on a per unit (residential) or per SFE (non-residential) basis at or prior to the issuance of a certificate of occupancy for any unit or structure to assist with the planning and development of the Public Improvements, including the regional improvements described in Exhibit A to this First Amendment, subject to the limitations set forth in Section VI.F. of the Service Plan. The Development Fee may be used to finance, plan, acquire, and construct the regional Public Improvements.

SFE: means the equivalent water or sewer service demand associated with a single family residential unit (based on a ¾ inch tap), as from time to time set forth and revised in the Rules and Regulations of Stonegate Village Metropolitan Districts.

B. Section VI. F. Debt Repayment Sources of the Service Plan shall be amended to read in full as follows:

Each of the Districts may impose a mill levy on taxable property within its boundaries as a primary source of revenue for repayment of debt service and for operations and maintenance. In no event shall the debt service mill levy in any District exceed the Commercial Maximum Debt Mill Levy or the Residential Maximum Debt Mill Levy, as applicable, or the Maximum Debt Mill Levy Imposition Term for Residential Districts.

The Districts may also collect a Development Fee from property within the Service Area, to pay or finance the costs of Public Improvements, including the regional improvements described in Exhibit A to this First Amendment, provided that such Development Fee does not exceed the following limits:

1. For each single-family detached or attached residential unit, the Development Fee shall not exceed Twenty-five Thousand Dollars (\$25,000).
2. For each multi-family residential unit, the Development Fee shall not exceed Twenty Thousand Dollars (\$20,000).
3. For uses other than a single-family or multi-family residential structure, the Development Fee shall not exceed Twenty-five Thousand Dollars (\$25,000) per SFE of water and/or wastewater demand.

The Development Fee set forth in this Service Plan may increase by up to the Consumer Price Index for Denver-Boulder, all items, all urban consumers (or its successor index for any years for which Consumer Price Index is not available) each year thereafter (as an inflation adjustment) commencing on January 1, 2019. The Development Fee shall be collected prior to

issuance of a certificate of occupancy. Unless specifically authorized in the Intergovernmental Agreement, the Districts shall not impose or assess any fees, rates, tolls, penalties, or charges other than the Development Fee, as limited above, without first obtaining Town approval of an amendment to this Service Plan, which amendment shall be deemed to be a material modification hereof.

C. The attached Exhibit A, consisting of six pages and showing regional improvements to be funded in part with the Development Fee, is hereby incorporated into and made a part of Exhibit E of the Service Plan by this First Amendment.

IV. EFFECT OF FIRST AMENDMENT

Except as specifically amended as set forth above, all other provisions of the Service Plan shall remain in full force and effect. To the extent there are any inconsistencies between this First Amendment and the Service Plan, this First Amendment shall control.

Exhibit A

Regional Improvements

EXHIBIT A

Belford South Metropolitan District (BSMD) & Belford North Metropolitan District (BNMD)

Engineer's Estimate of Probable Costs

TOTAL COST SUMMARY

Prepared: February 26, 2018

Summary Description	BSMD Subtotal	BNMD Subtotal	Total Item Cost
<u>STREET IMPROVEMENT COSTS:</u>	\$9,633,515	\$8,030,146	\$17,663,662
<u>STORM DRAINAGE IMPROVEMENT COSTS:</u>	\$2,399,103	\$1,885,010	\$4,284,113
<u>SANITARY SEWER IMPROVEMENT COSTS:</u>	\$399,711	\$314,059	\$713,770
<u>WATER MAIN IMPROVEMENT COSTS:</u>	\$637,003	\$500,502	\$1,137,505
<u>PARK AND OPEN SPACE IMPROVEMENT COSTS:</u>	\$2,097,103	\$951,668	\$3,048,771
<u>TOTAL</u>	\$15,166,436	\$11,681,385	\$26,847,821

**Compark Village South, Filing No. 1
Cost Split Summary**

February 26, 2018

February 26, 2018

Item Number	Item Description	Subtotal	BSMD Responsibility	BNMD Responsibility
			Amount	Amount
STREET IMPROVEMENT COSTS				
1	Belford Ave - Segment A (Peoria Street to Town of Parker Limit, +/- 3,133 L.F.) - Phase 1	\$4,136,349	\$3,001,476	\$1,134,873
2	Belford Ave - Segment A (Peoria Street to Town of Parker Limit, +/- 3,133 L.F.) - Phase 2	\$1,189,634	\$0	\$1,189,634
3	Belford Ave - Segment B (Town of Parker Limit to Third Residential Entrance, +/- 3,418 L.F.) - Phase 1	\$3,171,493	\$2,500,712	\$670,782
4	Belford Ave - Segment B (Town of Parker Limit to Third Residential Entrance, +/- 3,418 L.F.) - Phase 2	\$1,920,822	\$162,914	\$1,757,908
5	Belford Ave - Segment C.1 (Third Residential Entrance to Happy Canyon Bridge, +/- 1,580 L.F.) - Phase 1	\$4,685,752	\$2,929,653	\$1,756,099
6	Belford Ave - Segment C.1 (Third Residential Entrance to Happy Canyon Bridge, +/- 1,580 L.F.) - Phase 2	\$893,743	\$105,873	\$787,869
7	Belford Ave - Segment C.2 (Happy Canyon Bridge to Chambers Road, +/- 1,825 L.F.)	\$1,665,870	\$932,887	\$732,983
Subtotal		\$17,663,662	\$9,633,515	\$8,030,146
STORM DRAINAGE IMPROVEMENT COSTS				
8	Green Acres Tributary	\$4,284,113	\$2,399,103	\$1,885,010
WATER MAIN IMPROVEMENT COSTS				
9	Water Improvements	\$1,137,505	\$637,003	\$500,502
SANITARY IMPROVEMENT COSTS				
10	Sanitary Improvements	\$713,770	\$399,711	\$314,059
PARK AND OPEN SPACE IMPROVEMENT COSTS				
11	Landscape Improvements	\$3,048,771	\$2,097,103	\$951,668
TOTALS		\$26,847,821	\$15,166,436	\$11,681,385

The opinion of probable construction costs for Compark Village South, Filing No. 1 was based on approximate quantity estimates for general Earthwork, utility work, concrete structural work, revegetation, and miscellaneous work based on the Final Road & Storm Drainage Construction Plans Prepared by Manhard Consulting, latest revision dated December 2016

Quantities were multiplied by current construction industry prices.

The opinion of probable costs shown, and any resulting conclusions on project financial or economic feasibility or funding requirements, have been prepared for guidance in project evaluation and implementation from the information available at the time the opinion was prepared. The final costs of the project and resulting feasibility will depend on actual labor and material costs, competitive market conditions, actual site conditions, final project scope, implementation schedule, continuity of personnel and engineering, and other variable factors. As a result, the project costs will vary from the opinion of the probable costs presented herein.

Compark Village South, Filing No. 1
Belford Ave - Segment A (Peoria Street to Town of Parker Limit) - Phase 1
 Roadway and Drainage Quantity Estimates

February 26, 2018

Item Number	Item Description	Estimated Quantity	Unit	Estimated Unit Cost	Subtotal	BSMD Responsibility		BNMD Responsibility	
						%	Amount	%	Amount
I. EARTHWORK									
A. Grading, Erosion Control, Sediment Control									
1	Total Cut	26,954	CY	\$2.00	\$53,908	56%	\$30,188	44%	\$23,720
	Fill is 47,653 CY; ~11,623 CY imported fill required after shrinkage and reuse of strippings								
2	Remove Strippings (Topsoil) (6" Depth)	10,083	CY	\$1.59	\$15,994	56%	\$8,956	44%	\$7,037
3	Surface Roughening	13	AC	\$190.96	\$2,387	56%	\$1,337	44%	\$1,050
4	Vehicle Tracking Control	1	Each	\$1,274.63	\$1,275	56%	\$714	44%	\$561
5	Concrete Washout Area	1	Each	\$566.40	\$566	56%	\$317	44%	\$249
6	Stabilized Staging Area	1	Each	\$1,682.51	\$1,683	56%	\$942	44%	\$740
7	Portable Toilet Protection	1	Each	\$69.53	\$70	56%	\$39	44%	\$31
8	Debris and Trash Control	50	HR	\$30.59	\$1,530	56%	\$857	44%	\$673
9	Temporary Sediment Basin	2	Each	\$7,647.75	\$15,296	56%	\$8,565	44%	\$6,730
10	Check Dam	325	L.F.	\$3.97	\$1,289	56%	\$722	44%	\$567
11	Inlet Protection	4	Each	\$215.06	\$860	56%	\$482	44%	\$379
12	Rock Sock	2	Each	\$42.64	\$85	56%	\$48	44%	\$38
13	Sediment Control Log	3,150	L.F.	\$1.99	\$6,278	56%	\$3,516	44%	\$2,762
14	Silt Fence (4,610 L.F. for Temp Access)	10,150	L.F.	\$0.87	\$8,845	56%	\$4,953	44%	\$3,892
SUBTOTAL					\$110,064		\$61,636		\$48,428

II. STORM SEWER SYSTEM IMPROVEMENTS**A. Storm Laterals - Belford Ave**

1	Type-R Inlet - 10'	3	Each	\$4,904.76	\$14,714	56%	\$8,240	44%	\$6,474
2	Type-R Inlet - 15'	1	Each	\$5,424.80	\$5,425	56%	\$3,038	44%	\$2,387
3	36" RCP	279	L.F.	\$127.93	\$35,691	56%	\$19,987	44%	\$15,704
4	42" RCP	110	L.F.	\$152.96	\$16,825	56%	\$9,422	44%	\$7,403
5	36" FES w/ Cutoff Wall	2	Each	\$4,894.56	\$9,789	56%	\$5,482	44%	\$4,307
SUBTOTAL					\$82,445		\$46,169		\$36,276

B. East Water Quality Pond (Cordillera)

1	Type M Soil Rip Rap (at Overflow Weir)	323	C.Y.	\$71.38	\$23,055	56%	\$12,911	44%	\$10,144
2	Concrete Trickle Channel (4' Wide x 6" Deep)	80	L.F.	\$76.94	\$6,155	56%	\$3,447	44%	\$2,708
3	14' Maintenance Trail (8" Thick Crushed Granite)	85	L.F.	\$36.15	\$3,073	56%	\$1,721	44%	\$1,352
4	14' Maintenance Trail (12" Thick Crushed Granite)	23	L.F.	\$39.86	\$917	56%	\$513	44%	\$403
5	Reinforced Concrete Forebay (13' x 18')	1	Each	\$13,194.92	\$13,195	56%	\$7,389	44%	\$5,806
6	Outlet Structure (Structure, Initial Surge, Micropool, WQ Plate)	1	Each	\$15,719.14	\$15,719	56%	\$8,803	44%	\$6,916
7	18" RCP	64	L.F.	\$53.77	\$3,441	56%	\$1,927	44%	\$1,514
8	18" FES w/ Cutoff Wall	1	Each	\$2,921.90	\$2,922	56%	\$1,636	44%	\$1,286
9	Type L Rip-Rap Low Tailwater Basin	8	C.Y.	\$77.87	\$623	56%	\$349	44%	\$274
10	Concrete Emergency Overflow Weir	1	Each	\$8,122.37	\$8,122	56%	\$4,549	44%	\$3,574
11	Detailed Pond Grading	1	Each	\$13,628.75	\$13,629	56%	\$7,632	44%	\$5,997
12	Place 4-inch Thick Topsoil	245	C.Y.	\$5.56	\$1,363	56%	\$763	44%	\$600
13	Temporary Irrigation	0.5	Acres	\$1,622.25	\$811	56%	\$454	44%	\$357
SUBTOTAL					\$93,025		\$52,094		\$40,931

C. West Water Quality Pond (Cordillera)

1	Type M Soil Rip Rap (at Overflow Weir)	276	C.Y.	\$71.38	\$19,701	56%	\$11,032	44%	\$8,668
2	Concrete Trickle Channel (4' Wide x 6" Deep)	68	L.F.	\$76.94	\$5,232	56%	\$2,930	44%	\$2,302
3	14' Maintenance Trail (8" Thick Crushed Granite)	174	L.F.	\$36.15	\$6,291	56%	\$3,523	44%	\$2,768
4	14' Maintenance Trail (12" Thick Crushed Granite)	14	L.F.	\$39.86	\$558	56%	\$313	44%	\$246
5	Reinforced Concrete Forebay (13' x 16')	1	Each	\$13,194.92	\$13,195	56%	\$7,389	44%	\$5,806
6	Outlet Structure (Structure, Initial Surge, Micropool, WQ Plate)	1	Each	\$15,719.14	\$15,719	56%	\$8,803	44%	\$6,916
7	18" RCP	56	L.F.	\$53.77	\$3,011	56%	\$1,686	44%	\$1,325
8	18" FES w/ Cutoff Wall	1	Each	\$2,921.90	\$2,922	56%	\$1,636	44%	\$1,286
9	Type L Rip-Rap Low Tailwater Basin	8	C.Y.	\$77.87	\$623	56%	\$349	44%	\$274
10	Emergency Overflow Weir	1	Each	\$8,122.37	\$8,122	56%	\$4,549	44%	\$3,574
11	Detailed Pond Grading	1	Each	\$13,628.75	\$13,629	56%	\$7,632	44%	\$5,997
12	Place 4-inch Thick Topsoil	215	C.Y.	\$5.56	\$1,196	56%	\$670	44%	\$526
13	Temporary Irrigation	0.6	Acres	\$1,622.25	\$973	56%	\$545	44%	\$428
SUBTOTAL					\$91,171		\$51,056		\$40,115

III. STREET IMPROVEMENTS

A. Belford Ave (South Half from Peoria Street - Town of Parker Limit)

1	24' Temporary Construction Access Road - 8" Thickness	7,520	S.Y.	\$9.27	\$69,710	100%	\$69,710	0%	\$0
2	Cattle Guard	1	Each	\$6,315.65	\$6,316	100%	\$6,316	0%	\$0
3	Subgrade Preparation (2' Behind Back of Curb)	16,701	S.Y.	\$1.38	\$23,068	100%	\$23,068	0%	\$0
4	Asphalt Pavement (7" HMA/17" ABC)	14,440	S.Y.	\$44.50	\$642,522	100%	\$642,522	0%	\$0
5	6" Vertical Curb & Gutter	3,134	L.F.	\$13.91	\$43,578	100%	\$43,578	0%	\$0
6	4' Shoulder (8" Class 6 Road Base)	1,388	S.Y.	\$8.34	\$11,580	100%	\$11,580	0%	\$0
7	Delineator Posts @ 200' O.C.	16	Each	\$112.17	\$1,795	100%	\$1,795	0%	\$0
8	Signage	2	Each	\$258.63	\$517	100%	\$517	0%	\$0
9	Striping 8" White	2,415	L.F.	\$2.22	\$5,373	100%	\$5,373	0%	\$0
10	Skip Striping 4" White	493	L.F.	\$0.37	\$183	100%	\$183	0%	\$0
11	Striping 4" White	3,878	L.F.	\$1.11	\$4,314	100%	\$4,314	0%	\$0
12	Striping 4" Single Yellow	1,461	L.F.	\$1.11	\$1,625	100%	\$1,625	0%	\$0
13	Striping 4" Double Yellow	2,395	L.F.	\$2.22	\$5,328	100%	\$5,328	0%	\$0
14	8" Wide Yellow Cross Hatching @ 25'	1,002	S.Y.	\$1.59	\$1,588	100%	\$1,588	0%	\$0
15	8" Wide White Cross Hatching @ 25'	103	S.Y.	\$3.93	\$405	100%	\$405	0%	\$0
16	Collector Trench Drain	3,205	L.F.	\$14.65	\$46,942	100%	\$46,942	0%	\$0
17	Cleanouts	12	Each	\$250.29	\$3,003	100%	\$3,003	0%	\$0

SUBTOTAL \$867,849 \$867,849 \$0

C. Peoria Street Intersection

1	Clearing & Grubbing	1	L.S.	\$5,119.82	\$5,120	56%	\$2,867	44%	\$2,252.72
2	Removal of Barricade	1	Each	\$391.19	\$391	56%	\$219	44%	\$172.13
3	Removal of Pavement Marking	2904	S.F.	\$0.32	\$918	56%	\$514	44%	\$403.91
4	Removal of Sign Panel	3	Each	\$67.30	\$202	56%	\$113	44%	\$88.84
5	Removal of Ground Sign	3	Each	\$101.04	\$303	56%	\$170	44%	\$133.38
6	Removal of Traffic Signal Equipment	1	L.S.	\$5,799.31	\$5,799	56%	\$3,248	44%	\$2,551.70
7	Removal of Fence	710	L.F.	\$1.02	\$724	56%	\$405	44%	\$318.55
8	Removal of Curb & Gutter	1349	L.F.	\$8.44	\$11,380	56%	\$6,373	44%	\$5,007.09
9	Removal of Concrete Pavement	709	S.Y.	\$33.65	\$23,858	56%	\$13,360	44%	\$10,497.49
10	Removal of Light Standard	5	Each	\$241.02	\$1,205	56%	\$675	44%	\$530.24
11	Removal of Light Standard Foundation	5	Each	\$476.48	\$2,382	56%	\$1,334	44%	\$1,048.25
12	Removal of Pull Box	5	Each	\$190.96	\$955	56%	\$535	44%	\$420.12
13	Removal of Inlet	1	Each	\$1,539.75	\$1,540	56%	\$862	44%	\$677.49
14	Embankment Material (Complete-In-Place)	6324	C.Y.	\$23.45	\$148,317	56%	\$83,058	44%	\$65,259.66
15	Over excavation (Complete-In-Place)	5374	C.Y.	\$6.40	\$34,374	56%	\$19,249	44%	\$15,124.44
16	Potholing	24	HR	\$254.93	\$6,118	56%	\$3,426	44%	\$2,692.01
17	Stockpile Topsoil	1192	C.Y.	\$2.87	\$3,425	56%	\$1,918	44%	\$1,507.20
18	Topsoil	491	C.Y.	\$5.56	\$2,731	56%	\$1,529	44%	\$1,201.61
19	Reset Sign Panel	3	Each	\$409.73	\$1,229	56%	\$688	44%	\$540.85
20	Reset Pull Box	2	Each	\$67.30	\$135	56%	\$75	44%	\$59.22
21	Modify Manhole	4	Each	\$662.81	\$2,651	56%	\$1,485	44%	\$1,166.54
22	Adjust Valve Box	4	Each	\$254.93	\$1,020	56%	\$571	44%	\$448.67
23	Reset Traffic Signal Equipment	1	L.S.	\$1,822.48	\$1,822	56%	\$1,021	44%	\$801.89
24	Aggregate Base Course (Class 6)	1570	C.Y.	\$72.03	\$113,084	56%	\$63,327	44%	\$49,756.87
25	Hot Mix Asphalt (Grading S)(75)(PG 64-22)	460	Ton	\$69.71	\$32,067	56%	\$17,957	44%	\$14,109.38
26	Hot Mix Asphalt (Grading SX)(75)(PG 64-22)	230	Ton	\$74.72	\$17,185	56%	\$9,623	44%	\$7,561.28
27	Emulsified Asphalt (Slow-Setting)	417	Gal	\$2.87	\$1,198	56%	\$671	44%	\$527.27
28	Concrete Pavement (9 inch)	4687	S.Y.	\$75.18	\$352,367	56%	\$197,326	44%	\$155,041.59
29	Grouted Riprap (12 Inch)	50	C.Y.	\$150.92	\$7,546	56%	\$4,226	44%	\$3,320.14
30	Inlet Type R L 5 (5 Foot)	1	Each	\$4,965.94	\$4,966	56%	\$2,781	44%	\$2,185.01
31	Trench Drain (Perforated)	555	L.F.	\$15.48	\$8,592	56%	\$4,811	44%	\$3,780.44
32	Concrete Sidewalk (6 Inch)	191	S.Y.	\$39.49	\$7,543	56%	\$4,224	44%	\$3,318.76
33	Concrete Curb Ramp	40	S.Y.	\$54.04	\$2,162	56%	\$1,211	44%	\$951.18
34	High Speed Mountable Curb & Gutter	352	L.F.	\$15.76	\$5,547	56%	\$3,106	44%	\$2,440.75
35	Vertical Curb & Gutter	252	L.F.	\$13.91	\$3,504	56%	\$1,962	44%	\$1,541.79
36	Median Curb & Gutter	216	L.F.	\$13.72	\$2,963	56%	\$1,660	44%	\$1,303.91
37	Median Cover Material (4 Inch Patterned Concrete)	645	S.F.	\$9.92	\$6,398	56%	\$3,583	44%	\$2,814.98
38	Delineator (Type I)	6	Each	\$61.74	\$370	56%	\$207	44%	\$162.99
39	Common Trench	50	L.F.	\$10.10	\$505	56%	\$283	44%	\$222.29
40	Common Bore	295	L.F.	\$18.17	\$5,360	56%	\$3,002	44%	\$2,358.36
41	PVC Conduit 2" (Within Common Bore or Trench)	435	L.F.	\$3.93	\$1,708	56%	\$956	44%	\$751.41
42	PVC Conduit 3" (Within Common Bore or Trench)	785	L.F.	\$5.05	\$3,962	56%	\$2,219	44%	\$1,743.41
43	Pull Box (Type I)	1	Each	\$1,160.60	\$1,161	56%	\$650	44%	\$510.67
44	Pull Box (Type II)	4	Each	\$857.48	\$3,430	56%	\$1,921	44%	\$1,509.16
45	Sign Panel (Class I)	123	S.F.	\$72.95	\$8,973	56%	\$5,025	44%	\$3,948.32
46	Sign Panel (Class II)	58	S.F.	\$36.99	\$2,145	56%	\$1,201	44%	\$943.92
47	Steel Sign Post (2x2 Inch Tubing)	123	L.F.	\$13.44	\$1,653	56%	\$926	44%	\$727.45
48	Traffic Signal Light Pole, 50' Mast Arm	1	Each	\$30,008.84	\$30,009	56%	\$16,805	44%	\$13,203.89
49	Traffic Signal Light Pole, 60' Mast Arm	2	Each	\$31,874.90	\$63,750	56%	\$35,700	44%	\$28,049.91
50	Traffic Signal Light Pole, 65' Mast Arm	1	Each	\$32,127.97	\$32,128	56%	\$17,992	44%	\$14,136.31
51	Traffic Signal Head, 3-Section, 12" Lenses	10	Each	\$863.96	\$8,640	56%	\$4,838	44%	\$3,801.44
52	Traffic Signal Head, 3-Section, 12" Lenses "Arrow"	11	Each	\$875.09	\$9,626	56%	\$5,391	44%	\$4,235.43
53	Pedestrian Head (16-Inch/Countdown)	2	Each	\$856.32	\$1,713	56%	\$935	44%	\$727.56
54	Pedestrian Push Buttons	2	Each	\$358.93	\$718	56%	\$402	44%	\$315.86
55	Intersection Detection System (Camera)	4	Each	\$10,336.98	\$41,348	56%	\$23,155	44%	\$18,193.08
56	Opticom GTT 762 Card	2	Each	\$3,085.06	\$6,170	56%	\$3,455	44%	\$2,714.85
57	Opticom GTT 722 Head	2	Each	\$1,587.95	\$3,176	56%	\$1,779	44%	\$1,397.40
58	Traffic Signal Controller Cabinet Modifications	1	L.S.	\$7,178.69	\$7,179	56%	\$4,020	44%	\$3,158.62
59	Sanitary Facility	1	Each	\$305.91	\$306	56%	\$171	44%	\$134.60
60	Pavement Marking Paint (Waterborne)	47	Gal	\$169.64	\$7,973	56%	\$4,465	44%	\$3,508.18
61	Methyl Methacrylate Pavement Marking (Word-Symbol)	290	S.F.	\$27.81	\$8,065	56%	\$4,516	44%	\$3,548.56
62	Methyl Methacrylate Pavement Marking (Xwalk-Slope Line)	736	S.F.	\$24.10	\$17,739	56%	\$9,934	44%	\$7,805.19
63	Traffic Signal (Temporary)	1	L.S.	\$13,875.34	\$13,875	56%	\$7,770	44%	\$6,105.15
64	Construction Traffic Control	1	L.S.	\$56,083.50	\$56,084	56%	\$31,407	44%	\$24,676.74

65	Utility Relocations	1	L.S.	\$139,050.00	\$139,050	56%	\$77,868	44%	\$61,182.00
				SUBTOTAL	\$1,298,137		\$726,956		\$571,180

IV. STREETScape & IRRIGATION**A. Belford Ave (South Half from Peoria Street - Town of Parker Limit)**

1	Street Tree	100	Each	\$600.00	\$60,000	100%	\$60,000	0%	\$0.00
2	Sod	45,000	S.F.	\$0.85	\$38,250	100%	\$38,250	0%	\$0.00
3	Irrigation	45,000	S.F.	\$1.00	\$45,000	100%	\$45,000	0%	\$0.00
				SUBTOTAL	\$143,250		\$143,250		\$0
				PUBLIC IMPROVEMENTS SUBTOTAL	\$2,685,941		\$1,949,010		\$736,931

DESIGN/PLANNING:

1	Design/Planning @ 10%				\$268,594		\$194,901		\$73,693
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MOBILIZATION:

1	Mobilization @ 5%				\$134,297		\$97,451		\$36,847
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SURVEYING:

1	Surveying @ 3%				\$80,578		\$58,470		\$22,108
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CONSTRUCTION MANAGEMENT / TESTING:

1	Construction Management / Testing @ 12%				\$322,313		\$233,881		\$88,432
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CONTINGENCY:

1	Contingency @ 10%				\$268,594		\$194,901		\$73,693
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SUBTOTAL	\$1,074,376		\$779,604		\$294,772
PUBLIC IMPROVEMENTS TOTAL	\$3,760,317		\$2,728,615		\$1,031,703
LETTER OF CREDIT AT 110%	\$4,136,349		\$3,001,476		\$1,134,873

The opinion of probable construction costs for Compark Village South, Filing No. 1 was based on approximate quantity estimates for general Earthwork, utility work, concrete structural work, revegetation, and miscellaneous work based on the Final Road & Storm Drainage Construction Plans Prepared by Manhard Consulting, latest revision dated December 2016

Quantities were multiplied by current construction industry unit prices.

The opinion of probable costs shown, and any resulting conclusions on project financial or economic feasibility or funding requirements, have been prepared for guidance in project evaluation and implementation from the information available at the time the opinion was prepared. The final costs of the project and resulting feasibility will depend on actual labor and material costs, competitive market conditions, actual site conditions, final project scope, implementation schedule, continuity of personnel and engineering, and other variable factors. As a result, the project costs will vary from the opinion of the probable costs presented herein.

Compark Village South, Filing No. 1
Belford Ave - Segment A (Peoria Street to Town of Parker Limit) - Phase 2
 Roadway and Drainage Quantity Estimates

February 26, 2018

Item Number	Item Description	Estimated Quantity	Unit	Estimated Unit Cost	Subtotal	BSMD Responsibility		BNMD Responsibility	
						%	Amount	%	Amount

I. EARTHWORK**A. Grading, Erosion Control, Sediment Control**

1	Remove Strippings (Topsoil) (3" Depth)	1,030	CY	\$1.59	\$1,633	0%	\$0	100%	\$1,633
2	Vehicle Tracking Control	1	Each	\$1,274.63	\$1,275	0%	\$0	100%	\$1,275
3	Concrete Washout Area	1	Each	\$566.40	\$566	0%	\$0	100%	\$566
4	Stabilized Staging Area	1	Each	\$1,682.51	\$1,683	0%	\$0	100%	\$1,683
5	Portable Toilet Protection	1	Each	\$69.53	\$70	0%	\$0	100%	\$70
6	Debris and Trash Control	50	HR	\$30.59	\$1,530	0%	\$0	100%	\$1,530
7	Check Dam	325	L.F.	\$3.97	\$1,289	0%	\$0	100%	\$1,289
8	Inlet Protection	4	Each	\$215.08	\$860	0%	\$0	100%	\$860
9	Rock Sock	2	Each	\$42.64	\$85	0%	\$0	100%	\$85
10	Sediment Control Log	3,150	L.F.	\$1.99	\$6,278	0%	\$0	100%	\$6,278
11	Silt Fence	3,250	L.F.	\$0.87	\$2,832	0%	\$0	100%	\$2,832
SUBTOTAL					\$18,100		\$0		\$18,100

II. STORM SEWER SYSTEM IMPROVEMENTS**A. Storm Laterals - Belford Ave**

1	Type-R Inlet - 10'	1	Each	\$4,904.76	\$4,905	0%	\$0	100%	\$4,905
2	Type-R Inlet - 15'	1	Each	\$5,424.80	\$5,425	0%	\$0	100%	\$5,425
SUBTOTAL					\$10,330		\$0		\$10,330

III. STREET IMPROVEMENTS**A. Belford Ave (North Half from Peoria Street - Town of Parker Limit)**

1	Subgrade Preparation (2' Behind Back of Curb)	12,370	S.Y.	\$1.38	\$17,086	0%	\$0	100%	\$17,086
2	Asphalt Pavement (7" HMA/17" ABC)	10,940	S.Y.	\$44.50	\$486,786	0%	\$0	100%	\$486,786
3	6" Vertical Curb & Gutter	3,131	L.F.	\$13.91	\$43,537	0%	\$0	100%	\$43,537
4	Striping 8" White	6,265	L.F.	\$2.22	\$13,938	0%	\$0	100%	\$13,938
5	Skip Striping 4" White	6,150	L.F.	\$0.37	\$2,280	0%	\$0	100%	\$2,280
6	Striping 4" White	3,131	L.F.	\$1.11	\$3,483	0%	\$0	100%	\$3,483
7	Collector Trench Drain	3,195	L.F.	\$14.65	\$46,796	0%	\$0	100%	\$46,796
8	Cleanouts	11	Each	\$250.29	\$2,753	0%	\$0	100%	\$2,753
SUBTOTAL					\$616,659		\$0		\$616,659

IV. STREETScape & IRRIGATION**A. Belford Ave (North Half from Peoria Street - Town of Parker Limit)**

1	Street Tree	89	Each	\$600.00	\$53,400	0%	\$0	100%	\$53,400.00
2	Sod	40,000	S.F.	\$0.85	\$34,000	0%	\$0	100%	\$34,000.00
3	Irrigation	40,000	S.F.	\$1.00	\$40,000	0%	\$0	100%	\$40,000.00
SUBTOTAL					\$127,400		\$0		\$127,400
PUBLIC IMPROVEMENTS SUBTOTAL					\$772,489		\$0		\$772,489

DESIGN/PLANNING:

1	Design/Planning @ 10%				\$77,249		\$0		\$77,249
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MOBILIZATION:

1	Mobilization @ 5%				\$38,624		\$0		\$38,624
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SURVEYING:

1	Surveying @ 3%				\$23,175		\$0		\$23,175
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CONSTRUCTION MANAGEMENT / TESTING:

1	Construction Management / Testing @ 12%				\$92,699		\$0		\$92,699
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CONTINGENCY:

1	Contingency @ 10%				\$77,249		\$0		\$77,249
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SUBTOTAL					\$308,996		\$0		\$308,996
PUBLIC IMPROVEMENTS TOTAL					\$1,081,485		\$0		\$1,081,485
LETTER OF CREDIT AT 110%					\$1,189,634		\$0		\$1,189,634

The opinion of probable construction costs for Compark Village South, Filing No. 1 was based on approximate quantity estimates for general Earthwork, utility work, concrete structural work, revegetation, and miscellaneous work based on the Final Road & Storm Drainage Construction Plans. Prepared by Manhard Consulting, latest revision dated December 2016.

Quantities were multiplied by current construction industry unit prices.

The opinion of probable costs shown, and any resulting conclusions on project financial or economic feasibility or funding requirements, have been prepared for guidance in project evaluation and implementation from the information available at the time the opinion was prepared. The final costs of the project and resulting feasibility will depend on actual labor and material costs, competitive market conditions, actual site conditions, final project scope, implementation schedule, continuity of personnel and engineering, and other variable factors. As a result, the project costs will vary from the opinion of the probable costs presented herein.

Compark Village South, Filing No. 1
Belford Ave - Segment B (Town of Parker Limit to Third Residential Entrance) - Phase 1
 Roadway and Drainage Quantity Estimates

February 26, 2018

February 20, 2016

Item Number	Item Description	Estimated Quantity	Unit	Estimated Unit Cost	Subtotal	BSMD Responsibility		BNMD Responsibility	
						%	Amount	%	Amount
I. EARTHWORK									
A. Grading, Erosion Control, Sediment Control									
1	Total Cut	106,519	CY	\$2.00	\$213,038	56%	\$119,301	44%	\$93,737
Fill is 134,248 CY; ~14,153 CY excess cut after shrinkage and reuse of strippings									
2	Total Cut (South Berm)	15,576	CY	\$2.00	\$31,152	56%	\$17,445	44%	\$13,707
3	Remove Strippings (Topsoil) (6" Depth)	15,085	CY	\$1.59	\$23,928	56%	\$13,400	44%	\$10,528
4	Remove Strippings (Topsoil) (6" Depth)(South Berm)	8,309	CY	\$1.59	\$13,180	56%	\$7,381	44%	\$5,799
5	Surface Roughening	19	AC	\$190.96	\$3,571	56%	\$2,000	44%	\$1,571
6	Vehicle Tracking Control	1	Each	\$1,274.63	\$1,275	56%	\$714	44%	\$561
7	Concrete Washout Area	1	Each	\$566.40	\$566	56%	\$317	44%	\$249
8	Stabilized Staging Area	1	Each	\$1,682.51	\$1,683	56%	\$942	44%	\$740
9	Portable Toilet Protection	1	Each	\$69.53	\$70	56%	\$39	44%	\$31
10	Debris and Trash Control	50	HR	\$30.59	\$1,530	56%	\$857	44%	\$673
11	Temporary Sediment Basin	5	Each	\$7,647.75	\$38,239	56%	\$21,414	44%	\$16,825
12	Diversion Ditch	2,700	L.F.	\$0.65	\$1,752	56%	\$981	44%	\$771
13	Check Dam	350	L.F.	\$3.97	\$1,389	56%	\$778	44%	\$611
14	Inlet Protection	10	Each	\$215.06	\$2,151	56%	\$1,204	44%	\$946
15	Rock Sock	5	Each	\$42.64	\$213	56%	\$119	44%	\$94
16	Temporary OMA-1 Sign	3	Each	\$229.90	\$690	56%	\$386	44%	\$303
17	Sidewalk Transition Protection	6	Each	\$132.56	\$795	56%	\$445	44%	\$350
18	Sediment Control Log	3,400	L.F.	\$1.99	\$6,776	56%	\$3,795	44%	\$2,982
19	Silt Fence	10,430	L.F.	\$0.87	\$9,088	56%	\$5,090	44%	\$3,999
SUBTOTAL					\$351,084		\$196,607		\$154,477

II. STORM SEWER SYSTEM IMPROVEMENTS**A. Storm Laterals - Belford Ave**

1	Type-R Inlet - 10'	4	Each	\$4,904.76	\$19,619	56%	\$10,987	44%	\$8,632
2	Type-R Inlet - 15'	4	Each	\$5,424.80	\$21,699	56%	\$12,152	44%	\$9,548
3	Type C Inlet	1	Each	\$3,874.86	\$3,875	56%	\$2,170	44%	\$1,705
4	Type D Inlet	1	Each	\$8,167.60	\$8,168	56%	\$4,568	44%	\$3,599
5	18" RCP	121	L.F.	\$49.13	\$5,945	56%	\$3,329	44%	\$2,616
6	24" RCP	624	L.F.	\$66.74	\$41,648	56%	\$23,323	44%	\$18,325
7	30" RCP	118	L.F.	\$91.77	\$10,829	56%	\$6,064	44%	\$4,765
8	36" RCP	798	L.F.	\$127.93	\$102,085	56%	\$57,168	44%	\$44,917
9	42" RCP	611	L.F.	\$152.96	\$93,456	56%	\$52,335	44%	\$41,120
10	6' Manhole	3	Each	\$3,568.95	\$10,707	56%	\$5,996	44%	\$4,711
11	6' CDS3035-6-C Water Quality Structure	1	Each	\$48,333.78	\$48,334	56%	\$27,067	44%	\$21,267
12	8' Diversion Bypass Manhole	1	Each	\$19,003.50	\$19,004	56%	\$10,642	44%	\$8,362
13	6' CDS4030-8-C Water Quality Structure	1	Each	\$50,220.23	\$50,220	56%	\$28,123	44%	\$22,097
14	8' CDS3030-6-C Water Quality Structure	1	Each	\$46,172.02	\$46,172	56%	\$25,856	44%	\$20,316
15	24" FES w/ Cutoff Wall	4	Each	\$3,568.95	\$14,276	56%	\$7,994	44%	\$6,281
16	30" FES w/ Cutoff Wall	3	Each	\$4,282.74	\$12,848	56%	\$7,195	44%	\$5,653
17	36" FES w/ Cutoff Wall	5	Each	\$4,894.58	\$24,473	56%	\$13,705	44%	\$10,768
18	42" FES w/ Cutoff Wall	2	Each	\$5,302.44	\$10,605	56%	\$5,939	44%	\$4,666
19	Type L Soil Rip Rap Lining for Swale	1,170	C.Y.	\$56.55	\$66,160	56%	\$37,050	44%	\$29,110
20	Type M Soil Rip Rap Lining for Swale	57	C.Y.	\$66.74	\$3,804	56%	\$2,130	44%	\$1,674
21	Type L Rip Rap at FES	441	C.Y.	\$56.55	\$24,937	56%	\$13,965	44%	\$10,972
SUBTOTAL					\$638,853		\$357,758		\$281,095

III. STREET IMPROVEMENTS**A. Belford Ave (South Half from Town of Parker Limit to Third Residential Entrance)**

1	Subgrade Preparation (2' Behind Back of Curb)	14,960	S.Y.	\$1.38	\$20,663	100%	\$20,663	0%	\$0
2	Asphalt Pavement (7" HMA/17" ABC)	13,250	S.Y.	\$44.50	\$589,572	100%	\$589,572	0%	\$0
3	6" Vertical Curb & Gutter	3,405	L.F.	\$13.91	\$47,347	100%	\$47,347	0%	\$0
4	4" Shoulder (8" Class 6 Road Base)	1,780	S.Y.	\$8.34	\$14,851	100%	\$14,851	0%	\$0
5	Delineator Posts @ 200' O.C.	16	Each	\$112.17	\$1,795	100%	\$1,795	0%	\$0
6	Striping 8" White	3,400	L.F.	\$2.22	\$7,564	100%	\$7,564	0%	\$0
7	Striping 4" White	3,415	L.F.	\$1.11	\$3,799	100%	\$3,799	0%	\$0
8	Striping 4" Double Yellow	3,410	L.F.	\$2.22	\$7,587	100%	\$7,587	0%	\$0
9	Cross Pan	136	S.Y.	\$76.01	\$10,338	100%	\$10,338	0%	\$0
10	Double Corner Pedestrian Ramp Including Curb Return	6	Each	\$1,621.32	\$9,728	100%	\$9,728	0%	\$0
9	Collector Trench Drain	3,170	L.F.	\$14.65	\$46,430	100%	\$46,430	0%	\$0
10	Cleanouts	10	Each	\$250.29	\$2,503	100%	\$2,503	0%	\$0
11	5' Detached Concrete Sidewalk	16,460	S.F.	\$4.38	\$72,172	100%	\$72,172	0%	\$0
12	Subgrade Preparation for Sidewalk	2,558	S.Y.	\$1.38	\$3,533	100%	\$3,533	0%	\$0
SUBTOTAL					\$837,881		\$837,881		\$0

IV. STREETScape & IRRIGATION

A. Belford Ave (South Half from Town of Parker Limit to Third Residential Entrance)

1	Street Tree	135	Each	\$600.00	\$81,000	100%	\$81,000	0%	\$0.00
2	Sod	44,000	S.F.	\$0.85	\$37,400	100%	\$37,400	0%	\$0.00
3	Shrub	625	Each	\$27.00	\$16,875	100%	\$16,875	0%	\$0.00
4	Ornamental Grass and Perennials	2,264	Each	\$17.00	\$38,488	100%	\$38,488	0%	\$0.00
5	Irrigation	46,264	S.F.	\$1.25	\$57,830	100%	\$57,830	0%	\$0.00

SUBTOTAL \$231,593 \$231,593 \$0

PUBLIC IMPROVEMENTS SUBTOTAL \$2,059,411 \$1,623,839 \$435,573

DESIGN/PLANNING:

1	Design/Planning @ 10%				\$205,941		\$162,384		\$43,557
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MOBILIZATION:

1	Mobilization @ 5%				\$102,971		\$81,192		\$21,779
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SURVEYING:

1	Surveying @ 3%				\$61,782		\$48,715		\$13,067
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CONSTRUCTION MANAGEMENT / TESTING:

1	Construction Management / Testing @ 12%				\$247,129		\$194,861		\$52,269
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CONTINGENCY:

1	Contingency @ 10%				\$205,941		\$162,384		\$43,557
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SUBTOTAL \$823,764 \$649,535 \$174,229

PUBLIC IMPROVEMENTS TOTAL \$2,883,176 \$2,273,374 \$609,802

LETTER OF CREDIT AT 110% \$3,171,493 \$2,500,712 \$670,782

The opinion of probable construction costs for Compark Village South, Filing No. 1 was based on approximate quantity estimates for general Earthwork, utility work, concrete structural work, revegetation, and miscellaneous work based on the Final Road & Storm Drainage Construction Plans Prepared by Manhard Consulting, latest revision dated December 2016

Quantities were multiplied by current construction industry unit prices.

The opinion of probable costs shown, and any resulting conclusions on project financial or economic feasibility or funding requirements, have been prepared for guidance in project evaluation and implementation from the information available at the time the opinion was prepared. The final costs of the project and resulting feasibility will depend on actual labor and material costs, competitive market conditions, actual site conditions, final project scope, implementation schedule, continuity of personnel and engineering, and other variable factors. As a result, the project costs will vary from the opinion of the probable costs presented herein.

Compark Village South, Filing No. 1
Belford Ave - Segment B (Town of Parker Limit to Third Residential Entrance) - Phase 2
 Roadway and Drainage Quantity Estimates

February 26, 2018

Item Number	Item Description	Estimated Quantity	Unit	Estimated Unit Cost	Subtotal	BSMD Responsibility		BNMD Responsibility	
						%	Amount	%	Amount

I. EARTHWORK**A. Grading, Erosion Control, Sediment Control**

1	Remove Strippings (Topsoil) (3" Depth)	1,380	CY	\$1.59	\$2,189	0%	\$0	100%	\$2,189
2	Vehicle Tracking Control	1	Each	\$1,274.63	\$1,275	0%	\$0	100%	\$1,275
3	Concrete Washout Area	1	Each	\$566.40	\$566	0%	\$0	100%	\$566
4	Stabilized Staging Area	1	Each	\$1,682.51	\$1,683	0%	\$0	100%	\$1,683
5	Portable Toilet Protection	1	Each	\$69.53	\$70	0%	\$0	100%	\$70
6	Debris and Trash Control	50	HR	\$30.59	\$1,530	0%	\$0	100%	\$1,530
7	Check Dam	350	Each	\$3.97	\$1,389	0%	\$0	100%	\$1,389
8	Inlet Protection	8	Each	\$215.06	\$1,721	0%	\$0	100%	\$1,721
9	Sediment Control Log	3,400	L.F.	\$1.99	\$6,776	0%	\$0	100%	\$6,776
10	Silt Fence	3,500	L.F.	\$0.87	\$3,050	0%	\$0	100%	\$3,050
SUBTOTAL					\$20,247		\$0		\$20,247

II. STORM SEWER SYSTEM IMPROVEMENTS**A. Storm Laterals - Belford Ave**

1	Type-R Inlet - 10'	3	Each	\$4,904.76	\$14,714	0%	\$0	100%	\$14,714
2	Type-R Inlet - 15'	1	Each	\$5,424.80	\$5,425	0%	\$0	100%	\$5,425
SUBTOTAL					\$20,139		\$0		\$20,139

III. STREET IMPROVEMENTS**A. Belford Ave (North Half from Town of Parker Limit to Third Residential Entrance)**

1	Subgrade Preparation (2' Behind Back of Curb)	16,550	S.Y.	\$1.38	\$22,859	0%	\$0	100%	\$22,859
2	Asphalt Pavement (7" HMA/17" ABC)	14,845	S.Y.	\$44.50	\$660,543	0%	\$0	100%	\$660,543
3	6" Vertical Curb & Gutter	3,430	L.F.	\$13.91	\$47,694	0%	\$0	100%	\$47,694
4	6" Median Curb & Gutter	3,255	L.F.	\$12.05	\$39,226	56%	\$21,967	44%	\$17,259
5	Splash Apron (Median)	360	S.Y.	\$83.43	\$30,035	56%	\$16,819	44%	\$13,215
6	Median Nose (Median)	4	Each	\$370.80	\$1,483	56%	\$831	44%	\$653
7	4" Perforated PVC Underdrain (Median)	2,650	L.F.	\$18.54	\$49,131	56%	\$27,513	44%	\$21,618
8	4" PVC Underdrain (Median)	220	L.F.	\$13.91	\$3,059	56%	\$1,713	44%	\$1,346
9	Underdrain Cleanout (Median)	12	Each	\$927.00	\$11,124	56%	\$6,229	44%	\$4,895
4	Striping 8" White	6,265	L.F.	\$2.22	\$13,938	0%	\$0	100%	\$13,938
5	Skip Striping 4" White	6,150	L.F.	\$0.37	\$2,280	0%	\$0	100%	\$2,280
6	Striping 4" White	3,131	L.F.	\$1.11	\$3,483	0%	\$0	100%	\$3,483
7	Collector Trench Drain	3,030	L.F.	\$14.65	\$44,379	0%	\$0	100%	\$44,379
8	Cleanouts	14	Each	\$250.29	\$3,504	0%	\$0	100%	\$3,504
9	Double Corner Pedestrian Ramp Including Curb Return	6	Each	\$1,473.93	\$8,844	0%	\$0	100%	\$8,844
10	5' Detached Concrete Sidewalk	15,940	S.F.	\$4.38	\$69,892	0%	\$0	100%	\$69,892
11	Subgrade Preparation for Sidewalk	2,480	S.Y.	\$1.38	\$3,425	0%	\$0	100%	\$3,425
SUBTOTAL					\$1,014,901		\$75,073		\$939,828

IV. STREETScape & IRRIGATION

A. Belford Ave (North Half from Town of Parker Limit to Third Residential Entrance)

1	Street Tree	96	Each	\$600.00	\$57,600	0%	\$0	100%	\$57,600.00
2	Sod	43,000	S.F.	\$0.85	\$36,550	0%	\$0	100%	\$36,550.00
3	Irrigation	43,000	S.F.	\$1.00	\$43,000	0%	\$0	100%	\$43,000.00
4	Street Tree (Median)	39	Each	\$600.00	\$23,400	56%	\$13,104	44%	\$10,296.00
5	Sod (Median)	17,000	S.F.	\$0.85	\$14,450	56%	\$8,092	44%	\$6,358.00
6	Irrigation (Median)	17,000	S.F.	\$1.00	\$17,000	56%	\$9,520	44%	\$7,480.00

SUBTOTAL \$192,000 \$30,716 \$161,284

PUBLIC IMPROVEMENTS SUBTOTAL \$1,247,287 \$105,789 \$1,141,498

DESIGN/PLANNING:

1	Design/Planning @ 10%				\$124,729		\$10,579		\$114,150
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MOBILIZATION:

1	Mobilization @ 5%				\$62,364		\$5,289		\$57,075
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SURVEYING:

1	Surveying @ 3%				\$37,419		\$3,174		\$34,245
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CONSTRUCTION MANAGEMENT / TESTING:

1	Construction Management / Testing @ 12%				\$149,674		\$12,695		\$136,980
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CONTINGENCY:

1	Contingency @ 10%				\$124,729		\$10,579		\$114,150
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SUBTOTAL \$498,915 \$42,315 \$456,599

PUBLIC IMPROVEMENTS TOTAL \$1,746,202 \$148,104 \$1,598,098

LETTER OF CREDIT AT 110% \$1,920,822 \$162,914 \$1,757,908

The opinion of probable construction costs for Compark Village South, Filing No. 1 was based on approximate quantity estimates for general Earthwork, utility work, concrete structural work, revegetation, and miscellaneous work based on the Final Road & Storm Drainage Construction Plans Prepared by Manhard Consulting, latest revision dated December 2016. Quantities were multiplied by current construction industry unit prices.

The opinion of probable costs shown, and any resulting conclusions on project financial or economic feasibility or funding requirements, have been prepared for guidance in project evaluation and material costs, and implementation from the information available at the time the opinion was prepared. The final costs of the project and resulting feasibility will depend on actual labor competitive market conditions, actual site conditions, final project scope, implementation schedule, continuity of personnel and engineering, and other variable factors. As a result, the project costs will vary from the opinion of the probable costs presented herein.

Compark Village South, Filing No. 1
Belford Ave - Segment C.1 (Third Residential Entrance to Happy Canyon Bridge) - Phase 1
Roadway and Drainage Quantity Estimates

February 26, 2018

Item Number	Item Description	Estimated Quantity	Unit	Estimated Unit Cost	Subtotal	BSMD Responsibility		BNMD Responsibility	
						%	Amount	%	Amount

I. EARTHWORK**A. Grading, Erosion Control, Sediment Control**

1	Total Cut	80,640	C.Y.	\$2.00	\$161,280	56%	\$90,317	44%	\$70,963
Fill is 11,928 CY; ~ 74,157 CY Excess Cut after shrinkage and reuse of strippings									
2	Remove Strippings (Topsoil) (6" Depth)	6,050	C.Y.	\$1.59	\$9,590	56%	\$5,371	44%	\$4,220
3	Surface Roughening	8	AC	\$190.96	\$1,432	56%	\$802	44%	\$630
4	Vehicle Tracking Control	1	Each	\$1,274.63	\$1,275	56%	\$714	44%	\$561
5	Concrete Washout Area	1	Each	\$566.40	\$566	56%	\$317	44%	\$249
6	Stabilized Staging Area	1	Each	\$1,682.51	\$1,683	56%	\$942	44%	\$740
7	Portable Toilet Protection	1	Each	\$69.53	\$70	56%	\$39	44%	\$31
8	Debris and Trash Control	50	HR	\$30.59	\$1,530	56%	\$857	44%	\$673
9	Temporary Sediment Basin	1	Each	\$7,647.75	\$7,648	56%	\$4,283	44%	\$3,365
10	Check Dam	460	L.F.	\$3.97	\$1,825	56%	\$1,022	44%	\$803
11	Inlet Protection	2	Each	\$215.06	\$430	56%	\$241	44%	\$189
12	Temporary OM4-1 Sign	1	Each	\$229.90	\$230	56%	\$129	44%	\$101
13	Sidewalk Transition Protection	2	Each	\$132.56	\$265	56%	\$148	44%	\$117
14	Sediment Control Log	1,600	L.F.	\$1.99	\$3,189	56%	\$1,786	44%	\$1,403
15	Silt Fence	3,340	L.F.	\$0.87	\$2,910	56%	\$1,630	44%	\$1,281
SUBTOTAL					\$193,922		\$108,597		\$85,326

II. STORM SEWER SYSTEM IMPROVEMENTS**A. Storm Laterals - Belford Ave**

1	Type-R Inlet - 10'	4	Each	\$4,904.76	\$19,619	56%	\$10,987	44%	\$8,632
2	Type-D Inlet - (Modified 10' Type R Inlet)	2	Each	\$4,904.76	\$9,810	56%	\$5,493	44%	\$4,316
3	Type-R Inlet - 15'	1	Each	\$5,424.80	\$5,425	56%	\$3,038	44%	\$2,387
4	18" RCP	735	L.F.	\$49.13	\$36,111	56%	\$20,222	44%	\$15,889
5	24" RCP	143	L.F.	\$66.74	\$9,544	56%	\$5,345	44%	\$4,200
6	36" RCP	83	L.F.	\$127.93	\$10,618	56%	\$5,946	44%	\$4,672
7	4' Manhole	1	Each	\$2,977.52	\$2,978	56%	\$1,667	44%	\$1,310
8	5' Manhole	1	Each	\$3,273.24	\$3,273	56%	\$1,833	44%	\$1,440
9	6' Manhole	1	Each	\$3,568.95	\$3,569	56%	\$1,999	44%	\$1,570
10	Box Base Manhole	1	Each	\$8,565.48	\$8,565	56%	\$4,797	44%	\$3,769
SUBTOTAL					\$109,512		\$61,327		\$48,185

B. Detention Pond - East Belford

1	Concrete Trickle Channel (4' Wide x 6" Deep)	131	L.F.	\$76.94	\$10,079	56%	\$5,644	44%	\$4,435
2	Reinforced Concrete Forebay	2	Each	\$13,194.92	\$26,390	56%	\$14,778	44%	\$11,612
3	10' Wide Gravel Maintenance Trail (8" Crushed Gravel)	522	L.F.	\$26.88	\$14,033	56%	\$7,858	44%	\$6,174
4	Outlet Structure	1	L.S.	\$46,350.00	\$46,350	56%	\$25,956	44%	\$20,394
5	Type M Rip Rap at Emergency Overflow	102	C.Y.	\$71.38	\$7,281	56%	\$4,077	44%	\$3,203
6	Concrete Emergency Overflow Weir	1	Each	\$8,122.37	\$8,122	56%	\$4,549	44%	\$3,574
7	Retaining Walls	1,745	V.S.F.	\$15.76	\$27,499	56%	\$15,400	44%	\$12,100
8	Place 4" Thick Topsoil Over Entire Pond Area	605	C.Y.	\$5.56	\$3,365	56%	\$1,884	44%	\$1,481
9	Temporary Irrigation	1.2	AC	\$1,622.25	\$1,947	56%	\$1,090	44%	\$857
SUBTOTAL					\$145,066		\$81,237		\$63,829

III. STREET IMPROVEMENTS**A. Belford Ave (South Half from Third Residential Entrance to Happy Canyon Bridge)**

1	Subgrade Preparation (2' Behind Back of Curb)	6,930	S.Y.	\$1.38	\$9,572	100%	\$9,572	0%	\$0
2	Asphalt Pavement (7" HMA/17" ABC)	6,040	S.Y.	\$44.50	\$268,756	100%	\$268,756	0%	\$0
3	6" Vertical Curb & Gutter	1,510	L.F.	\$13.91	\$20,997	100%	\$20,997	0%	\$0
4	4' Shoulder (8" Class 6 Road Base)	705	S.Y.	\$8.34	\$5,882	100%	\$5,882	0%	\$0
5	Delineator Posts @ 200' O.C.	8	Each	\$112.17	\$897	100%	\$897	0%	\$0
6	Striping 8" White	1,575	L.F.	\$2.22	\$3,504	100%	\$3,504	0%	\$0
7	Striping 4" White	1,530	L.F.	\$1.11	\$1,702	100%	\$1,702	0%	\$0
8	Striping 4" Double Yellow	1,555	L.F.	\$2.22	\$3,460	100%	\$3,460	0%	\$0
9	Cross Pan	136	S.Y.	\$76.01	\$10,338	100%	\$10,338	0%	\$0
10	Double Corner Pedestrian Ramp Including Curb Return	2	Each	\$1,621.32	\$3,243	100%	\$3,243	0%	\$0
9	Collector Trench Drain	1,510	L.F.	\$14.65	\$22,116	100%	\$22,116	0%	\$0
10	Cleanouts	7	Each	\$250.29	\$1,752	100%	\$1,752	0%	\$0
11	5' Detached Concrete Sidewalk	7,300	S.F.	\$4.38	\$32,008	100%	\$32,008	0%	\$0
12	Subgrade Preparation for Sidewalk	1,140	S.Y.	\$1.38	\$1,575	100%	\$1,575	0%	\$0
13	Bridge at Happy Canyon Creek (Half Width)	7,400	S.F.	\$139.05	\$1,028,970	56%	\$576,223	44%	\$452,747
SUBTOTAL					\$1,414,771		\$962,024		\$452,747

IV. HAPPY CANYON IMPROVEMENTS

A. Drop Structure #1

1	Removal of Pipe	3	Each	\$1,668.60	\$5,006	56%	\$2,803	44%	\$2,203
2	Embankment Material (Complete in Place)	34,409	C.Y.	\$2.78	\$95,691	56%	\$53,587	44%	\$42,104
3	Structure Excavation	420	C.Y.	\$9.27	\$3,893	56%	\$2,180	44%	\$1,713
4	Structure Backfill (Class 1)	217	C.Y.	\$13.91	\$3,017	56%	\$1,690	44%	\$1,328
5	Filter Material (Class A)	35	C.Y.	\$60.26	\$2,109	56%	\$1,181	44%	\$928
6	Topsoil	262	C.Y.	\$13.91	\$3,643	56%	\$2,040	44%	\$1,603
7	Temporary Stream Crossing	1	Each	\$23,175.00	\$23,175	56%	\$12,978	44%	\$10,197
8	Aggregate Base Course (Class 6)	112	C.Y.	\$37.08	\$4,153	56%	\$2,326	44%	\$1,827
9	Steel Sheet Piling (Type II)	2,510	S.F.	\$37.08	\$93,071	56%	\$52,120	44%	\$40,951
10	Grouted Riprap (24 inch)	25	C.Y.	\$185.40	\$4,635	56%	\$2,596	44%	\$2,039
11	Riprap (12 inch)	51	C.Y.	\$50.99	\$2,600	56%	\$1,456	44%	\$1,144
12	Soil Riprap (12 inch)	1,220	C.Y.	\$50.99	\$62,202	56%	\$34,833	44%	\$27,369
13	Concrete Class D (Box Culvert)	105	C.Y.	\$533.03	\$55,968	56%	\$31,342	44%	\$24,626
14	48 inch Reinforced Concrete Pipe (Complete in Place)	211	L.F.	\$158.52	\$33,447	56%	\$18,730	44%	\$14,717
15	48 inch Reinforced Concrete End Section	1	Each	\$5,608.35	\$5,608	56%	\$3,141	44%	\$2,468
16	Inlet Type D (10 ft)	1	Each	\$8,157.60	\$8,158	56%	\$4,568	44%	\$3,589
17	Concrete Sidewalk (6 in)	240	S.Y.	\$39.86	\$9,567	56%	\$5,357	44%	\$4,209

SUBTOTAL \$415,943 \$232,928 \$183,015

B. Drop Structure #2

1	Filter Material (Class A)	305	C.Y.	\$60.26	\$18,378	56%	\$10,292	44%	\$8,086
2	Topsoil	126	C.Y.	\$13.91	\$1,752	56%	\$981	44%	\$771
3	Temporary Stream Crossing	1	Each	\$23,175.00	\$23,175	56%	\$12,978	44%	\$10,197
4	Aggregate Base Course (Class 6)	129	C.Y.	\$37.08	\$4,783	56%	\$2,679	44%	\$2,105
5	Steel Sheet Piling (Type II)	1,660	S.F.	\$37.08	\$61,553	56%	\$34,470	44%	\$27,083
6	Grouted Riprap (24 inch)	144	C.Y.	\$185.40	\$26,698	56%	\$14,951	44%	\$11,747
7	Riprap (24 inch)	908	C.Y.	\$64.89	\$58,920	56%	\$32,995	44%	\$25,925
8	Soil Riprap (12 inch)	208	C.Y.	\$50.99	\$10,605	56%	\$5,939	44%	\$4,666
9	Concrete Class D (Wall)	46	C.Y.	\$1,483.20	\$68,227	56%	\$38,207	44%	\$30,020
10	Concrete Sidewalk (6 in)	487	S.Y.	\$39.86	\$19,412	56%	\$10,871	44%	\$8,541

SUBTOTAL \$293,503 \$164,362 \$129,141

C. Drop Structure #3

1	Topsoil	104	C.Y.	\$32.45	\$3,374	56%	\$1,890	44%	\$1,485
2	Temporary Stream Crossing	1	Each	\$23,175.00	\$23,175	56%	\$12,978	44%	\$10,197
3	Aggregate Base Course (Class 6)	153	C.Y.	\$41.72	\$6,382	56%	\$3,574	44%	\$2,808
4	Steel Sheet Piling (Type II)	2,050	S.F.	\$37.08	\$76,014	56%	\$42,568	44%	\$33,446
5	Grouted Riprap (24 inch)	115	C.Y.	\$324.45	\$37,312	56%	\$20,895	44%	\$16,417
6	Soil Riprap (12 inch)	199	C.Y.	\$69.53	\$13,835	56%	\$7,748	44%	\$6,088

SUBTOTAL \$160,093 \$89,652 \$70,441

D. Drop Structure #4

1	Topsoil	168	C.Y.	\$32.45	\$5,451	56%	\$3,052	44%	\$2,398
2	Temporary Stream Crossing	1	Each	\$23,175.00	\$23,175	56%	\$12,978	44%	\$10,197
3	Aggregate Base Course (Class 6)	331	C.Y.	\$41.72	\$13,808	56%	\$7,732	44%	\$6,075
4	Steel Sheet Piling (Type II)	3,000	S.F.	\$37.08	\$111,240	56%	\$62,294	44%	\$48,946
5	Grouted Riprap (24 inch)	174	C.Y.	\$324.45	\$56,454	56%	\$31,614	44%	\$24,840
6	Soil Riprap (12 inch)	163	C.Y.	\$69.53	\$11,333	56%	\$6,346	44%	\$4,986

SUBTOTAL \$221,460 \$124,018 \$97,443

E. Wetland Maintenance

1	Wetlands Maintenance	1	L.S.	\$23,175.00	\$23,175	56%	\$12,978	44%	\$10,197
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SUBTOTAL \$23,175 \$12,978 \$10,197

V. STREETSCAPE & IRRIGATION

A. Belford Ave (South Half from Third Residential Entrance to Happy Canyon Bridge)

1	Street Tree	44	Each	\$600.00	\$26,400	100%	\$26,400	0%	\$0.00
2	Sod	21,000	S.F.	\$0.85	\$17,850	100%	\$17,850	0%	\$0.00
3	Irrigation	21,000	S.F.	\$1.00	\$21,000	100%	\$21,000	0%	\$0.00

SUBTOTAL \$65,250 \$65,250 \$0

PUBLIC IMPROVEMENTS SUBTOTAL \$3,042,696 \$1,902,372 \$1,140,324

DESIGN/PLANNING:

1	Design/Planning @ 10%				\$304,270		\$190,237		\$114,032
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MOBILIZATION:

1	Mobilization @ 5%				\$152,135		\$95,119		\$57,016
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SURVEYING:

1	Surveying @ 3%				\$91,281		\$57,071		\$34,210
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CONSTRUCTION MANAGEMENT / TESTING:

1	Construction Management / Testing @ 12%				\$365,124		\$228,285		\$136,839
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CONTINGENCY:

1	Contingency @ 10%				\$304,270		\$190,237		\$114,032
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SUBTOTAL \$1,217,078 \$760,849 \$456,130

PUBLIC IMPROVEMENTS TOTAL \$4,259,774 \$2,663,321 \$1,596,453

LETTER OF CREDIT AT 110% \$4,685,752 \$2,929,653 \$1,756,099

The opinion of probable construction costs for Compark Village South, Filing No. 1 was based on approximate quantity estimates for general Earthwork, utility work, concrete structural work, revegetation, and miscellaneous work based on the Final Road & Storm Drainage Construction Plans Prepared by Manhard Consulting, latest revision dated December 2016

Quantities were multiplied by current construction industry unit prices.

The opinion of probable costs shown, and any resulting conclusions on project financial or economic feasibility or funding requirements, have been prepared for guidance in project evaluation and implementation from the information available at the time the opinion was prepared. The final costs of the project and resulting feasibility will depend on actual labor and material costs, competitive market conditions, actual site conditions, final project scope, implementation schedule, continuity of personnel and engineering, and other variable factors. As a result, the project costs will vary from the opinion of the probable costs presented herein.

Compark Village South, Filing No. 1
Belford Ave - Segment C.1 (Third Residential Entrance to Happy Canyon Bridge) - Phase 2
Roadway and Drainage Quantity Estimates

February 26, 2018

Item Number	Item Description	Estimated Quantity	Unit	Estimated Unit Cost	Subtotal	BSMD Responsibility		BNMD Responsibility	
						%	Amount	%	Amount

I. EARTHWORK**A. Grading, Erosion Control, Sediment Control**

1	Remove Strippings (Topsoil) (3" Depth)	630	CY	\$1.59	\$999	0%	\$0	100%	\$999
2	Vehicle Tracking Control	1	Each	\$1,274.63	\$1,275	0%	\$0	100%	\$1,275
3	Concrete Washout Area	1	Each	\$566.40	\$566	0%	\$0	100%	\$566
4	Stabilized Staging Area	1	Each	\$1,682.51	\$1,683	0%	\$0	100%	\$1,683
5	Portable Toilet Protection	1	Each	\$69.53	\$70	0%	\$0	100%	\$70
6	Debris and Trash Control	50	HR	\$30.59	\$1,530	0%	\$0	100%	\$1,530
7	Check Dam	125	Each	\$3.97	\$496	0%	\$0	100%	\$496
8	Inlet Protection	2	Each	\$215.06	\$430	0%	\$0	100%	\$430
9	Sediment Control Log	1,550	L.F.	\$1.99	\$3,089	0%	\$0	100%	\$3,089
10	Silt Fence	1,700	L.F.	\$0.87	\$1,481	0%	\$0	100%	\$1,481
SUBTOTAL					\$11,618		\$0		\$11,618

II. STORM SEWER SYSTEM IMPROVEMENTS**A. Storm Laterals - Belford Ave**

1	Type-R Inlet - 10'	2	Each	\$4,904.76	\$9,810	0%	\$0	100%	\$9,810
SUBTOTAL					\$9,810		\$0		\$9,810

III. STREET IMPROVEMENTS**A. Belford Ave (North Half from Peoria Street - Town of Parker Limit)**

1	Subgrade Preparation (2' Behind Back of Curb)	7,520	S.Y.	\$1.38	\$10,387	0%	\$0	100%	\$10,387
2	Asphalt Pavement (7" HMA/17" ABC)	6,690	S.Y.	\$44.50	\$297,678	0%	\$0	100%	\$297,678
3	6" Vertical Curb & Gutter	1,650	L.F.	\$13.91	\$22,943	0%	\$0	100%	\$22,943
4	6" Median Curb & Gutter	2,005	L.F.	\$12.05	\$24,162	56%	\$13,531	44%	\$10,631
5	Splash Apron (Median)	222	S.Y.	\$83.43	\$18,521	56%	\$10,372	44%	\$8,149
6	Median Nose (Median)	2	Each	\$370.80	\$742	56%	\$415	44%	\$326
7	4" Perforated PVC Underdrain (Median)	1,830	L.F.	\$18.54	\$33,928	56%	\$19,000	44%	\$14,928
8	4" PVC Underdrain (Median)	300	L.F.	\$13.91	\$4,172	56%	\$2,336	44%	\$1,835
9	Underdrain Cleanout (Median)	8	Each	\$927.00	\$7,416	56%	\$4,153	44%	\$3,263
4	Striping 8" White	3,170	L.F.	\$2.22	\$7,053	0%	\$0	100%	\$7,053
5	Skip Striping 4" White	3,170	L.F.	\$0.37	\$1,175	0%	\$0	100%	\$1,175
6	Striping 4" White	1,520	L.F.	\$1.11	\$1,691	0%	\$0	100%	\$1,691
7	Collector Trench Drain	1,644	L.F.	\$14.65	\$24,079	0%	\$0	100%	\$24,079
8	Cleanouts	9	Each	\$250.29	\$2,253	0%	\$0	100%	\$2,253
9	5' Detached Concrete Sidewalk	8,450	S.F.	\$4.38	\$37,051	0%	\$0	100%	\$37,051
10	Subgrade Preparation for Sidewalk	1,314	S.Y.	\$1.38	\$1,815	0%	\$0	100%	\$1,815
SUBTOTAL					\$456,200		\$49,807		\$406,393

IV. STREETScape & IRRIGATION

A. Belford Ave (North Half from Third Residential Entrance to Happy Canyon Bridge)

1	Street Tree	47	Each	\$600.00	\$28,200	0%	\$0	100%	\$28,200.00
2	Sod	22,000	S.F.	\$0.85	\$18,700	0%	\$0	100%	\$18,700.00
3	Irrigation	22,000	S.F.	\$1.00	\$22,000	0%	\$0	100%	\$22,000.00
4	Street Tree (Median)	24	Each	\$600.00	\$14,400	56%	\$8,064	44%	\$6,336.00
5	Sod (Median)	10,500	S.F.	\$0.85	\$8,925	56%	\$4,998	44%	\$3,927.00
6	Irrigation (Median)	10,500	S.F.	\$1.00	\$10,500	56%	\$5,880	44%	\$4,620.00

SUBTOTAL \$102,725 \$18,942 \$83,783

PUBLIC IMPROVEMENTS SUBTOTAL \$580,352 \$68,749 \$511,603

DESIGN/PLANNING:

1	Design/Planning @ 10%				\$58,035		\$6,875		\$51,160
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MOBILIZATION:

1	Mobilization @ 5%				\$29,018		\$3,437		\$25,580
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SURVEYING:

1	Surveying @ 3%				\$17,411		\$2,062		\$15,348
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CONSTRUCTION MANAGEMENT / TESTING:

1	Construction Management / Testing @ 12%				\$69,642		\$8,250		\$61,392
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CONTINGENCY:

1	Contingency @ 10%				\$58,035		\$6,875		\$51,160
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SUBTOTAL \$232,141 \$27,500 \$204,641

PUBLIC IMPROVEMENTS TOTAL \$812,493 \$96,249 \$716,245

LETTER OF CREDIT AT 110% \$893,743 \$105,873 \$787,869

The opinion of probable construction costs for Compark Village South, Filing No. 1 was based on approximate quantity estimates for general Earthwork, utility work, concrete structural work, revegetation, and miscellaneous work based on the Final Road & Storm Drainage Construction Plans Prepared by Manhard Consulting, latest revision dated December 2016.

Quantities were multiplied by current construction industry unit prices.

The opinion of probable costs shown, and any resulting conclusions on project financial or economic feasibility or funding requirements, have been prepared for guidance in project evaluation and implementation from the information available at the time the opinion was prepared. The final costs of the project and resulting feasibility will depend on actual labor and material costs, competitive market conditions, actual site conditions, final project scope, implementation schedule, continuity of personnel and engineering, and other variable factors. As a result, the project costs will vary from the opinion of the probable costs presented herein.

Compark Village South, Filing No. 1
Belford Ave - Segment C.2 Half Section (Happy Canyon Bridge to Chambers Road)
 Roadway and Drainage Quantity Estimates

February 26, 2018

Item Number	Item Description	Estimated Quantity	Unit	Estimated Unit Cost	Subtotal	BSMD Responsibility		BNMD Responsibility	
						%	Amount	%	Amount

I. EARTHWORK**A. Grading, Erosion Control, Sediment Control**

1	Total Cut	11,634	CY	\$2.00	\$23,268	56%	\$13,030	44%	\$10,238
Fill is 14,466 CY; ~ 1,452 CY Excess Cut after shrinkage and reuse of strippings									
2	Remove Strippings (Topsoil) (6" Depth)	4,759	CY	\$1.59	\$7,544	56%	\$4,225	44%	\$3,319
3	Surface Roughening	6	AC	\$190.96	\$1,127	56%	\$631	44%	\$496
4	Vehicle Tracking Control	1	Each	\$1,274.63	\$1,275	56%	\$714	44%	\$561
5	Concrete Washout Area	1	Each	\$566.40	\$566	56%	\$317	44%	\$249
6	Stabilized Staging Area	1	Each	\$1,682.51	\$1,683	56%	\$942	44%	\$740
7	Portable Toilet Protection	1	Each	\$69.53	\$70	56%	\$39	44%	\$31
8	Debris and Trash Control	50	HR	\$30.59	\$1,530	56%	\$857	44%	\$673
9	Temporary Sediment Basin	2	Each	\$7,647.75	\$15,296	56%	\$8,565	44%	\$6,730
10	Inlet Protection	2	Each	\$215.06	\$430	56%	\$241	44%	\$189
11	Sediment Control Log	3,650	L.F.	\$1.99	\$7,275	56%	\$4,074	44%	\$3,201
12	Silt Fence	3,650	L.F.	\$0.87	\$3,181	56%	\$1,781	44%	\$1,399
SUBTOTAL					\$63,242		\$35,415		\$27,826

II. STORM SEWER SYSTEM IMPROVEMENTS**A. Storm Laterals - Belford Ave**

1	Type-R Inlet - 15'	2	Each	\$5,424.80	\$10,850	56%	\$6,076	44%	\$4,774
2	18" RCP	80	L.F.	\$49.13	\$3,930	56%	\$2,201	44%	\$1,729
3	24" RCP	250	L.F.	\$66.74	\$16,686	56%	\$9,344	44%	\$7,342
4	7' Manhole	1	Each	\$3,864.66	\$3,865	56%	\$2,164	44%	\$1,700
SUBTOTAL					\$35,331		\$19,785		\$15,546

III. STREET IMPROVEMENTS**A. Belford Ave (Happy Canyon Bridge to S. Chambers Rd.)**

1	Subgrade Preparation (2' Behind Back of Curb)	6,850	S.Y.	\$1.38	\$9,461	56%	\$5,298	44%	\$4,163
2	Asphalt Pavement (7" HMA/17" ABC)	7,045	S.Y.	\$44.50	\$313,474	56%	\$175,546	44%	\$137,929
3	6" Vertical Curb & Gutter	1,825	L.F.	\$13.91	\$25,377	56%	\$14,211	44%	\$11,166
4	Striping 8" White	1,815	L.F.	\$2.22	\$4,038	56%	\$2,261	44%	\$1,777
5	Striping 4" White	1,815	L.F.	\$1.11	\$2,019	56%	\$1,131	44%	\$888
6	Skip Striping 4" White	1,815	L.F.	\$0.37	\$673	56%	\$377	44%	\$296
7	Collector Trench Drain	1,810	L.F.	\$14.65	\$26,510	56%	\$14,846	44%	\$11,665
8	Cleanouts	8	Each	\$250.29	\$2,002	56%	\$1,121	44%	\$881
9	5' Detached Concrete Sidewalk	9,075	S.F.	\$4.38	\$39,791	56%	\$22,283	44%	\$17,508
10	Subgrade Preparation for Sidewalk	12,705	S.Y.	\$1.38	\$17,549	56%	\$9,827	44%	\$7,721
SUBTOTAL					\$440,895		\$246,901		\$193,994

B. Intersection at Chambers Rd.

1	Subgrade Preparation (2' Behind Back of Curb)	360	S.Y.	\$1.38	\$497	56%	\$278	44%	\$219
2	Asphalt Pavement (7" HMA/17" ABC)	3,050	S.Y.	\$44.50	\$135,713	56%	\$75,999	44%	\$59,714
3	6" Median Curb & Gutter	2,400	L.F.	\$12.05	\$28,922	56%	\$16,197	44%	\$12,726
4	Turn Lane Arrows	3	Each	\$463.50	\$1,391	56%	\$779	44%	\$612
5	Striping 4" White	450	L.F.	\$1.11	\$501	56%	\$280	44%	\$220
6	Crosswalk Bars	750	S.F.	\$0.56	\$417	56%	\$234	44%	\$184
7	5' Detached Concrete Sidewalk	1,800	S.F.	\$4.38	\$7,892	56%	\$4,420	44%	\$3,473
8	Subgrade Preparation for Sidewalk	2,520	S.Y.	\$1.38	\$3,481	56%	\$1,949	44%	\$1,532
9	Handicap Ramp	2	Each	\$1,621.32	\$3,243	56%	\$1,816	44%	\$1,427
10	Signage	4	Each	\$258.63	\$1,035	56%	\$579	44%	\$455
11	Traffic Signal	1	Each	\$278,100.00	\$278,100	56%	\$155,736	44%	\$122,364
SUBTOTAL					\$461,191		\$258,267		\$202,924

IV. STREETScape & IRRIGATION

A. Belford Ave (Happy Canyon Bridge to Chambers Road)

1	Street Tree	57	Each	\$600.00	\$33,900	56%	\$18,984	44%	\$14,916.00
2	Sod	25,500	S.F.	\$0.85	\$21,675	56%	\$12,138	44%	\$9,537.00
3	Irrigation	25,500	S.F.	\$1.00	\$25,500	56%	\$14,280	44%	\$11,220.00

SUBTOTAL \$81,075 \$45,402 \$35,673

PUBLIC IMPROVEMENTS SUBTOTAL \$1,081,734 \$605,771 \$475,963

DESIGN/PLANNING:

1	Design/Planning @ 10%				\$108,173		\$60,577		\$47,596
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MOBILIZATION:

1	Mobilization @ 5%				\$54,087		\$30,289		\$23,798
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SURVEYING:

1	Surveying @ 3%				\$32,452		\$18,173		\$14,279
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CONSTRUCTION MANAGEMENT / TESTING:

1	Construction Management / Testing @ 12%				\$129,808		\$72,692		\$57,116
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CONTINGENCY:

1	Contingency @ 10%				\$108,173		\$60,577		\$47,596
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SUBTOTAL \$432,693 \$242,308 \$190,385

PUBLIC IMPROVEMENTS TOTAL \$1,514,427 \$848,079 \$666,348

LETTER OF CREDIT AT 110% \$1,665,870 \$932,887 \$732,983

The opinion of probable construction costs for Compark Village South, Filing No. 1 was based on approximate quantity estimates for general Earthwork, utility work, concrete structural work, revegetation, and miscellaneous work based on the Final Road & Storm Drainage Construction Plans Prepared by Manhard Consulting, latest revision dated December 2016

Quantities were multiplied by current construction industry unit prices.

The opinion of probable costs shown, and any resulting conclusions on project financial or economic feasibility or funding requirements, have been prepared for guidance in project evaluation and implementation from the information available at the time the opinion was prepared. The final costs of the project and resulting feasibility will depend on actual labor and material costs, competitive market conditions, actual site conditions, final project scope, implementation schedule, continuity of personnel and engineering, and other variable factors. As a result, the project costs will vary from the opinion of the probable costs presented herein.

Compark Village South, Filing No. 1
Green Acres Tributary
 Drainage Quantity Estimates

February 26, 2018

Item Number	Item Description	Estimated Quantity	Unit	Estimated Unit Cost	Subtotal	BSMD Responsibility		BNMD Responsibility	
						%	Amount	%	Amount

I. GREEN ACRES TRIBUTARY IMPROVEMENTS

1	Construct Micro Pool/EURV Outlet Structure	1	Each	\$39,860.07	\$39,860	56%	\$22,322	44%	\$17,538
2	Total Cut	230,935	C.Y.	\$2.00	\$461,870	56%	\$258,647	44%	\$203,223
3	18" RCP	11	L.F.	\$72.31	\$795	56%	\$445	44%	\$350
4	56" x 22' 100 Year Outlet Structure with Concrete Apron	1	Each	\$77,905.08	\$77,905	56%	\$43,627	44%	\$34,278
5	4' x 22.5' RCBC Outlet	8	L.F.	\$4,772.20	\$38,178	56%	\$21,379	44%	\$16,798
6	42" x 6" Trickle Channel	15	L.F.	\$148.32	\$2,225	56%	\$1,246	44%	\$979
7	Type M Buried Soil Rip Rap at Pond Outflow	200	C.Y.	\$94.55	\$18,911	56%	\$10,590	44%	\$8,321
8	18" RCP w/ FES	11	L.F.	\$275.32	\$3,029	56%	\$1,696	44%	\$1,333
9	Grouted Boulder Outfall (2)	1	L.S.	\$166,736.71	\$166,737	56%	\$93,373	44%	\$73,364
10	Outlet Headwall, Emergency Overflow Weir, Wingwalls	1	Each	\$86,470.56	\$86,471	56%	\$48,424	44%	\$38,047
11	12' Maintenance Trail (8" Thick Crushed Granite)	6,215	S.F.	\$2.27	\$14,115	56%	\$7,905	44%	\$6,211
12	12' Maintenance Trail (12" Thick Crushed Granite)	3,121	S.F.	\$2.77	\$8,651	56%	\$4,844	44%	\$3,806
13	Guard Rail	56	L.F.	\$236.39	\$13,238	56%	\$7,413	44%	\$5,825
14	11' x 28' Arch Culvert with Headwalls, Wingwalls	1	Each	\$617,706.45	\$617,706	56%	\$345,916	44%	\$271,791
15	Retaining Wall at Belford Ave Culvert (NE)	622	V.S.F.	\$15.30	\$9,514	56%	\$5,328	44%	\$4,186
16	Retaining Wall at Belford Ave Culvert (NW)	421	V.S.F.	\$15.30	\$6,439	56%	\$3,606	44%	\$2,833
17	Retaining Wall at Belford Ave Culvert (SE)	276	V.S.F.	\$15.30	\$4,222	56%	\$2,364	44%	\$1,857
18	Retaining Wall at Belford Ave Culvert (SW)	2,172	V.S.F.	\$15.30	\$33,222	56%	\$18,604	44%	\$14,618
19	Retaining Wall at Green Acres Tributary Sta. 98+60 - 100+44	240	V.S.F.	\$15.30	\$3,671	56%	\$2,056	44%	\$1,615
20	Grouted Boulder/Rip Rap at Arch Outflow (1)	1	L.S.	\$65,265.44	\$65,265	56%	\$36,549	44%	\$28,717
21	Construct Grouted Boulder Drop Structures	6	Each	\$184,978.22	\$1,109,869	56%	\$621,527	44%	\$488,342

SUBTOTAL \$2,781,891 \$1,557,859 \$1,224,032

PUBLIC IMPROVEMENTS SUBTOTAL \$2,781,891 \$1,557,859 \$1,224,032

DESIGN/PLANNING:

1	Design/Planning @ 10%				\$278,189		\$155,786		\$122,403
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MOBILIZATION:

1	Mobilization @ 5%				\$139,095		\$77,893		\$61,202
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SURVEYING:

1	Surveying @ 3%				\$83,457		\$46,736		\$36,721
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CONSTRUCTION MANAGEMENT / TESTING:

1	Construction Management / Testing @ 12%				\$333,827		\$186,943		\$146,884
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CONTINGENCY:

1	Contingency @ 10%				\$278,189		\$155,786		\$122,403
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SUBTOTAL \$1,112,757 \$623,144 \$489,613

PUBLIC IMPROVEMENTS TOTAL \$3,894,648 \$2,181,003 \$1,713,645

LETTER OF CREDIT AT 110% \$4,284,113 \$2,399,103 \$1,885,010

The opinion of probable construction costs for Compark Village South, Filing No. 1 was based on approximate quantity estimates for general Earthwork, utility work, concrete structural work, revegetation, and miscellaneous work based on the Final Road & Storm Drainage Construction Plans Prepared by Manhard Consulting, latest revision dated December 2018

Quantities were multiplied by current construction industry unit prices:

The opinion of probable costs shown, and any resulting conclusions on project financial or economic feasibility or funding requirements, have been prepared for guidance in project evaluation and implementation from the information available at the time the opinion was prepared. The final costs of the project and resulting feasibility will depend on actual labor and material costs, competitive market conditions, actual site conditions, final project scope, implementation schedule, continuity of personnel and engineering, and other variable factors. As a result, the project costs will vary from the opinion of the probable costs presented herein.

Compark Village South, Filing No. 1
Water Main Estimate

February 26, 2018

Item Number	Item Description	Estimated Quantity	Unit	Estimated Unit Cost	Subtotal	BSMD Responsibility		BNMD Responsibility	
						%	Amount	%	Amount

WATER IMPROVEMENTS

I. Compark Village South, Filing No. 1

1	8" PVC Water Main	665	L.F.	\$29.66	\$19,727	56%	\$11,047	44%	\$8,680
2	8" Gate Valve and Box	9	Each	\$1,922.80	\$17,303	56%	\$9,690	44%	\$7,613
3	8" Plug w/ KB and 2" BO	9	Each	\$2,957.13	\$26,614	56%	\$14,904	44%	\$11,710
4	8" x 6" Tee w/ Kick Block	3	Each	\$749.94	\$2,250	56%	\$1,260	44%	\$990
5	12" PVC Water Main	6,494	L.F.	\$40.79	\$264,877	56%	\$148,331	44%	\$116,546
6	12" DIP Water Main	20	L.F.	\$82.50	\$1,650	56%	\$924	44%	\$726
7	12" Gate Valve and Box	12	Each	\$3,375.21	\$40,502	56%	\$22,681	44%	\$17,821
8	12" Plug w/ BO	1	Each	\$3,227.81	\$3,228	56%	\$1,808	44%	\$1,420
9	12" x 12" Tee w/ KB and Plug	2	Each	\$1,529.55	\$3,059	56%	\$1,713	44%	\$1,346
10	12" x 12" Tee w/ Kick Block	8	Each	\$1,172.66	\$7,036	56%	\$3,940	44%	\$3,096
11	12" x 12" Cross	5	Each	\$1,269.99	\$6,350	56%	\$3,556	44%	\$2,794
12	12" x 8" Reducer	12	Each	\$530.24	\$6,363	56%	\$3,563	44%	\$2,800
13	12" x 6" Reducer	3	Each	\$560.84	\$1,683	56%	\$942	44%	\$740
14	12" 45 Degree Bend	2	Each	\$836.15	\$1,672	56%	\$936	44%	\$736
15	12" 11.25 Degree Bend	1	Each	\$948.32	\$948	56%	\$531	44%	\$417
16	12" 90 Degree Bend	1	Each	\$1,035.46	\$1,035	56%	\$580	44%	\$456
17	12" Water Main Lowering	5	Each	\$4,711.01	\$23,555	56%	\$13,191	44%	\$10,364
18	High Deflection Coupling	2	Each	\$729.55	\$1,459	56%	\$817	44%	\$642
19	Fire Hydrant Assembly	6	Each	\$8,045.43	\$48,273	56%	\$27,033	44%	\$21,240
20	Steel Casing for Channel Crossing	200	L.F.	\$199.31	\$39,861	56%	\$22,322	44%	\$17,539
21	24" Bore/Steel Casing - E-470 Crossing	386	L.F.	\$446.81	\$172,470	56%	\$96,583	44%	\$75,887
22	Connection to Existing Water Line	2	Each	\$2,569.64	\$5,139	56%	\$2,878	44%	\$2,261
23	2" Irrigation Tap (tap fee not included)	1	Each	\$8,412.53	\$8,413	56%	\$4,711	44%	\$3,702
24	2.5" Irrigation Tap (tap fee not included)	1	Each	\$24,768.51	\$24,769	56%	\$13,870	44%	\$10,898
SUBTOTAL					\$728,236		\$407,812		\$320,424

WATER IMPROVEMENTS SUBTOTAL **\$728,236** **\$407,812** **\$320,424**

DESIGN/PLANNING:

1	Design/Planning @ 10%				\$72,624		\$40,781		\$32,042
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MOBILIZATION:

1	Mobilization @ 5%				\$36,412		\$20,391		\$16,021
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SURVEYING:

1	Surveying @ 3%				\$21,847		\$12,234		\$9,613
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CONSTRUCTION MANAGEMENT / TESTING:

1	Construction Management / Testing @ 12%				\$87,388		\$48,937		\$38,451
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SVMD CONTINGENCY

1	SVMD Contingency @ 12%				\$87,388		\$48,937		\$38,451
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SUBTOTAL **\$305,859** **\$171,281** **\$134,578**

WATER IMPROVEMENTS TOTAL **\$1,034,096** **\$579,094** **\$455,002**

LETTER OF CREDIT AT 110% **\$1,137,505** **\$637,003** **\$500,502**

The opinion of probable construction costs for was based on approximate quantity estimates for general earthwork, and utility work based on the SVMD Sanitary Sewer and Water Construction Plans prepared by Manhard Consulting.

Quantities were multiplied by current construction industry unit prices.

The opinion of probable costs shown, and any resulting conclusions on project financial or economic feasibility or funding requirements, have been prepared for guidance in project evaluation and implementation from the information available at the time the opinion was prepared. The final costs of the project and resulting feasibility will depend on actual labor and material costs, competitive market conditions, actual site conditions, final project scope, implementation schedule, continuity of personnel and engineering, and other variable factors. As a result, the project costs will vary from the opinion of the probable costs presented herein.

Compark Village South, Filing No. 1
Sanitary Sewer Estimates

February 26, 2018

Item Number	Item Description	Estimated Quantity	Unit	Estimated Unit Cost	Subtotal	BSMD Responsibility		BNMD Responsibility	
						%	Amount	%	Amount

SANITARY SEWER IMPROVEMENTS

I. Compark Village South, Filing No. 1

1	8" Sanitary Sewer Main (0-16' Depth)	2,185	L.F.	\$40.79	\$89,122	56%	\$49,908	44%	\$39,214
2	8" Sanitary Sewer Main (>16' Depth)	377	L.F.	\$49.13	\$18,522	56%	\$10,373	44%	\$8,150
3	8" Plug	3	Each	\$71.38	\$214	56%	\$120	44%	\$94
4	12" Sanitary Sewer Main (0-16' Depth) - PVC	1,200	L.F.	\$47.28	\$56,732	56%	\$31,770	44%	\$24,962
5	12" Sanitary Sewer Main (>16' Depth) - PVC	216	L.F.	\$54.69	\$11,814	56%	\$6,616	44%	\$5,198
6	12" Sanitary Sewer Main - C900	1,138	L.F.	\$81.58	\$92,833	56%	\$51,987	44%	\$40,847
7	4' Diameter Manholes (0-20' Depth)	17	Each	\$2,977.52	\$50,618	56%	\$28,346	44%	\$22,272
8	4' Diameter Drop Manhole	1	Each	\$4,023.18	\$4,023	56%	\$2,253	44%	\$1,770
9	20" Dia. Concrete Encasement	235	L.F.	\$67.67	\$15,903	56%	\$8,906	44%	\$6,997
10	Connection to Existing Sanitary Sewer	1	Each	\$1,172.66	\$1,173	56%	\$657	44%	\$516
11	10' Maintenance Trail (Crusher Fines)	8,500	S.F.	\$2.41	\$20,487	56%	\$11,473	44%	\$9,014
12	Compark Village Filing No. 8 Sanitary Improvements (20%)	1	L.S.	\$95,518.08	\$95,518	56%	\$53,490	44%	\$42,028
SUBTOTAL					\$456,959		\$255,897		\$201,062

SANITARY IMPROVEMENTS SUBTOTAL **\$456,959** **\$255,897** **\$201,062**

DESIGN/PLANNING:

1	Design/Planning @ 10%				\$45,696		\$25,590		\$20,106
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MOBILIZATION:

1	Mobilization @ 5%				\$22,848		\$12,795		\$10,053
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SURVEYING:

1	Surveying @ 3%				\$13,709		\$7,677		\$6,032
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CONSTRUCTION MANAGEMENT / TESTING:

1	Construction Management / Testing @ 12%				\$54,835		\$30,708		\$24,127
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SVMD CONTINGENCY

1	SVMD Contingency @ 12%				\$54,835		\$30,708		\$24,127
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SUBTOTAL **\$191,923** **\$107,477** **\$84,446**

SANITARY IMPROVEMENTS TOTAL **\$648,882** **\$363,374** **\$285,508**

LETTER OF CREDIT AT 110% **\$713,770** **\$399,711** **\$314,059**

The opinion of probable construction costs for was based on approximate quantity estimates for general earthwork, and utility work based on the SVMD Sanitary Sewer and Water Construction Plans prepared by Menhard Consulting.

Quantities were multiplied by current construction industry unit prices.

The opinion of probable costs shown, and any resulting conclusions on project financial or economic feasibility or funding requirements, have been prepared for guidance in project evaluation and implementation from the information available at the time the opinion was prepared. The final costs of the project and resulting feasibility will depend on actual labor and material costs, competitive market conditions, actual site conditions, final project scope, implementation schedule, continuity of personnel and engineering, and other variable factors. As a result, the project costs will vary from the opinion of the probable costs presented herein.

COMPARK VILLAGE SOUTH LANDSCAPE IMPROVEMENTS

August 31, 2016

Item Number	Item Description	Estimated Quantity	Unit	Estimated Unit Cost	Subtotal	BSMD Responsibility		BNMD Responsibility	
						%	Amount	%	Amount
I	Green Acres Tributary								
A	Site Improvements								
1	Stone Veneer on Wing Walls and Columns	1,524	FF	\$25.00	\$38,100.00	56%	\$21,336.00	44%	\$16,764.00
2	Concrete Caps on Culverts and Wings Walls	367	LF	\$65.00	\$23,855.00	56%	\$13,358.80	44%	\$10,496.20
3	Concrete Columns	7	CY	\$700.00	\$4,900.00	56%	\$2,744.00	44%	\$2,156.00
4	Concrete Caps on Columns	8	EA	\$250.00	\$2,000.00	56%	\$1,120.00	44%	\$880.00
5	Sign Face/Sand Blast Finish for Sign Face (By Supplier)	3,000	FF	\$5.00	\$15,000.00	56%	\$8,400.00	44%	\$6,600.00
6	Logo and Sign Face Lettering	1	LS	\$3,000.00	\$3,000.00	56%	\$1,680.00	44%	\$1,320.00
7	Concrete Trail at Culvert	6,335	SF	\$4.50	\$28,507.50	56%	\$15,964.20	44%	\$12,543.30
8	Concrete Rumble Strip (Colored Concrete)	750	SF	\$15.00	\$11,250.00	56%	\$6,300.00	44%	\$4,950.00
9	Concrete Curb at Culvert	250	LF	\$10.00	\$2,500.00	56%	\$1,400.00	44%	\$1,100.00
10	Boulders (2-3') along channel edges	200	EA	\$300.00	\$60,000.00	56%	\$33,600.00	44%	\$26,400.00
11	Lights/Light pole on Columns	8	EA	\$0.00	\$0.00	56%	\$0.00	44%	\$0.00
12	Recessed Lights on Columns	8	EA	\$500.00	\$4,000.00	56%	\$2,240.00	44%	\$1,760.00
13	Decorative Railing at Culvert	148	LF	\$125.00	\$18,500.00	56%	\$10,360.00	44%	\$8,140.00
14	Decorative Railing at Retaining Wall	204	LF	\$125.00	\$25,500.00	56%	\$14,280.00	44%	\$11,220.00
15	Concrete Retaining Wall (in Engineers Estimate)	0	LF	\$0.00	\$0.00	56%	\$0.00	44%	\$0.00
16	Logo and Sign Face Lettering	1	LS	\$3,000.00	\$3,000.00	56%	\$1,680.00	44%	\$1,320.00
17	Crusher Fines Trail	40,329	SF	\$1.00	\$40,329.00	56%	\$22,584.24	44%	\$17,744.76
				Subtotal	\$280,441.50		\$157,047.24		\$123,394.26
B	Revegetation Improvements								
1	Deciduous Trees	6	EA	\$500.00	\$3,000.00	56%	\$1,680.00	44%	\$1,320.00
2	Submerged Aquatic Seed	55,652	SF	\$0.65	\$36,173.80	56%	\$20,257.33	44%	\$15,916.47
3	Riparian Seed	55,652	SF	\$0.35	\$19,478.20	56%	\$10,907.79	44%	\$8,570.41
4	Native Turf	638,908	SF	\$0.10	\$63,890.80	56%	\$35,778.85	44%	\$28,111.95
5	Wetland Plugs at Pipe Outfall	1,111	EA	\$3.00	\$3,333.00	56%	\$1,866.48	44%	\$1,466.52
6	Wetland Plugs in Ponds (3' O.C)	3,386	EA	\$3.00	\$10,158.32	56%	\$5,688.66	44%	\$4,469.66
				Subtotal	\$136,034.12		\$76,179.11		\$59,855.01
C	Irrigation								
1	Riparian/Submerged Aquatic Irrigation	111,304	SF	\$1.00	\$111,304.00	56%	\$62,330.24	44%	\$48,973.76
2	Irrigated Native Turf	638,908	SF	\$1.00	\$638,908.00	56%	\$357,788.48	44%	\$281,119.52
3	Irrigation Tap	1	EA	\$218,000.00	\$218,000.00	56%	\$122,080.00	44%	\$95,920.00
				Subtotal	\$968,212.00		\$542,198.72		\$426,013.28
II	Berm Landscape Improvements								
A	Hardscape Site Improvements								
1	Stone Fence Columns	23	EA	\$1,000.00	\$23,000.00	100%	\$23,000.00	0%	\$0.00
2	Split Rail Fence	525	LF	\$20.00	\$10,500.00	100%	\$10,500.00	0%	\$0.00
3	Crusher Fines Trail	33,686	SF	\$1.50	\$50,529.00	100%	\$50,529.00	0%	\$0.00
				Subtotal	\$84,029.00		\$84,029.00		\$0.00
B	Landscape Improvements								
1	Deciduous Trees	11	EA	\$560.00	\$6,160.00	100%	\$6,160.00	0%	\$0.00
2	Evergreen Trees	84	EA	\$690.00	\$57,960.00	100%	\$57,960.00	0%	\$0.00
3	Deciduous Shrubs	1,355	EA	\$39.00	\$52,845.00	100%	\$52,845.00	0%	\$0.00
4	Native Turf	416,265	SF	\$0.35	\$145,692.75	100%	\$145,692.75	0%	\$0.00
				Subtotal	\$262,657.75		\$262,657.75		\$0.00
C	Irrigation								
1	Irrigated Native Turf	416,265	SF	\$0.50	\$208,132.50	100%	\$208,132.50	0%	\$0.00
2	Tree Irrigation	95	EA	\$5.00	\$475.00	100%	\$475.00	0%	\$0.00
3	Shrub Irrigation	33,875	SF	\$0.35	\$11,856.25	100%	\$11,856.25	0%	\$0.00
				Subtotal	\$220,463.75		\$220,463.75		\$0.00
	Landscape Improvements Subtotal				\$1,951,838.12		\$1,342,575.57		\$609,262.55

DESIGN/PLANNING:								
1	Design/Planning @ 10%				\$195,184		\$134,258	\$60,926
MOBILIZATION:								
1	Mobilization @ 5%				\$97,592		\$67,129	\$30,463
SURVEYING:								
1	Surveying @ 3%				\$58,555		\$40,277	\$18,278
CONSTRUCTION MANAGEMENT / TESTING:								
1	Construction Management / Testing @ 12%				\$234,221		\$161,109	\$73,112
SVMD CONTINGENCY								
1	SVMD Contingency @ 12%				\$234,221		\$161,109	\$73,112
				Subtotal	\$819,772.01		\$563,881.74	\$255,890.27
				LANDSCAPE IMPROVEMENTS TOTAL	\$2,771,610		\$1,906,457	\$865,153
				LETTER OF CREDIT AT 110%	\$3,048,771		\$2,097,103	\$951,668
Note: Costs based on Compark Village Filing 1 Landscape Plans Prepared by THK Dated: 8 26 16								
Landscape unit costs based on Town of Parker landscape costs where applicable.								

EXHIBIT E MAP DEPICTING PUBLIC IMPROVEMENTS -STREETS-

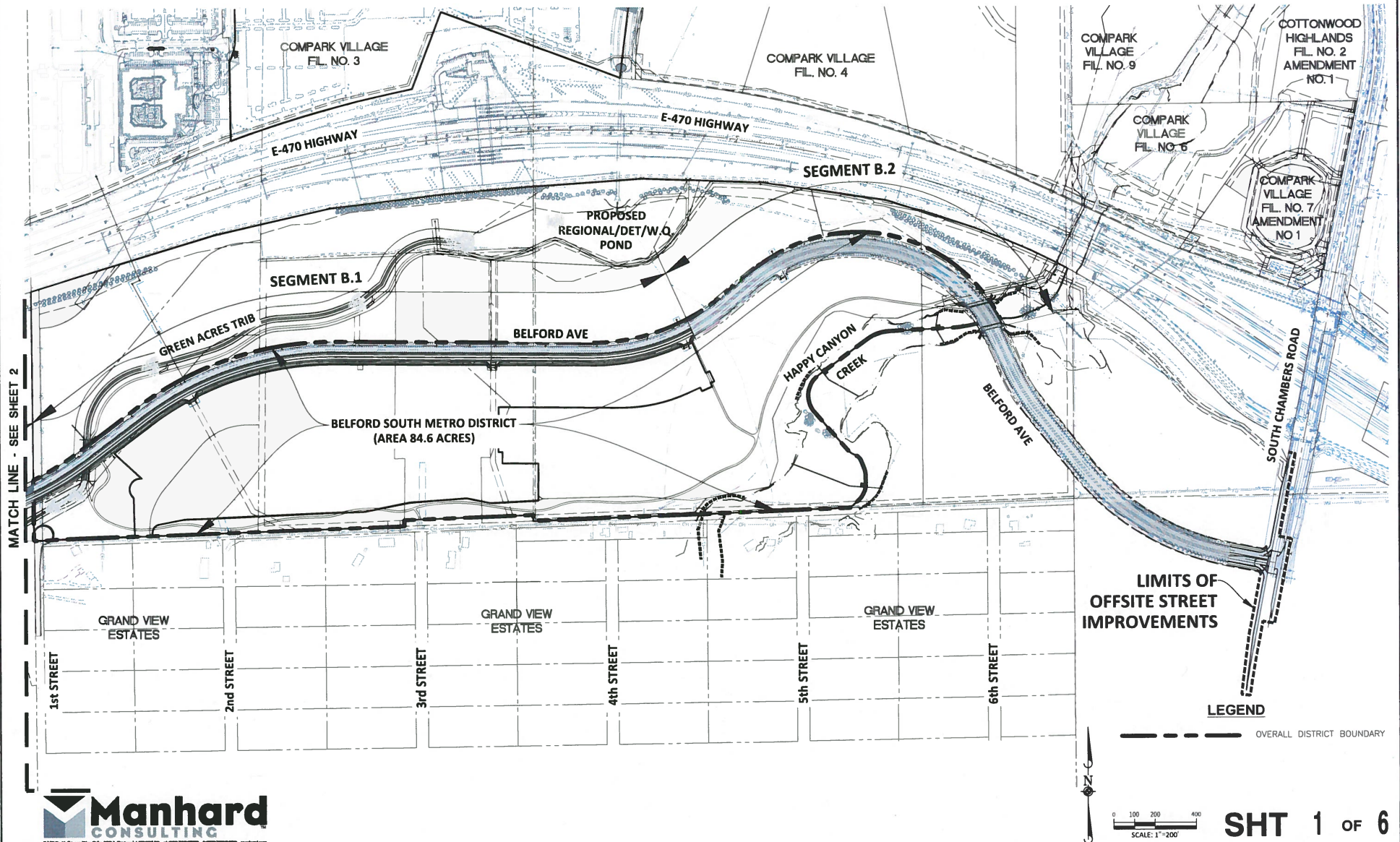


EXHIBIT E **MAP DEPICTING PUBLIC IMPROVEMENTS** **-OFFSITE STREETS-**

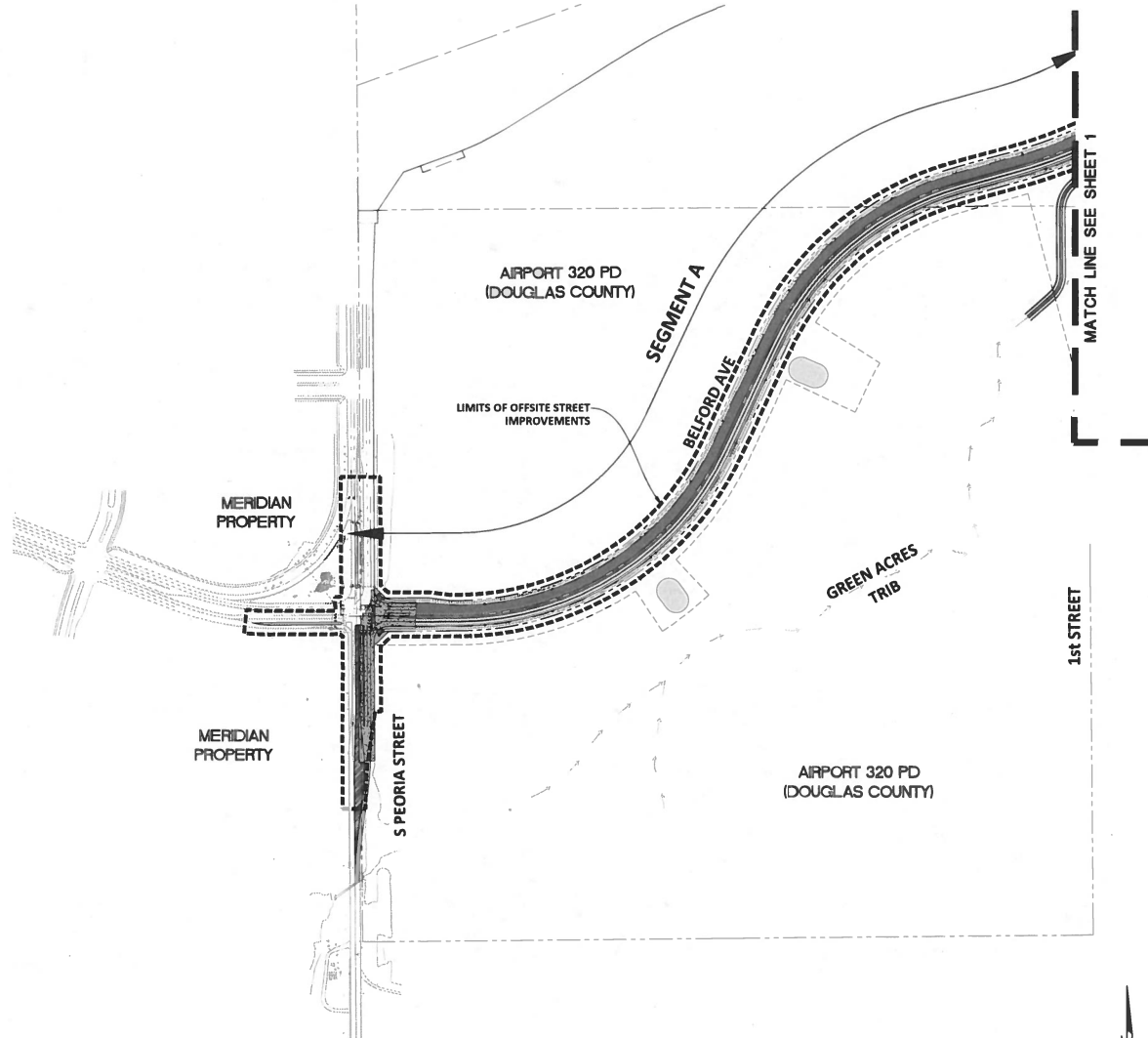
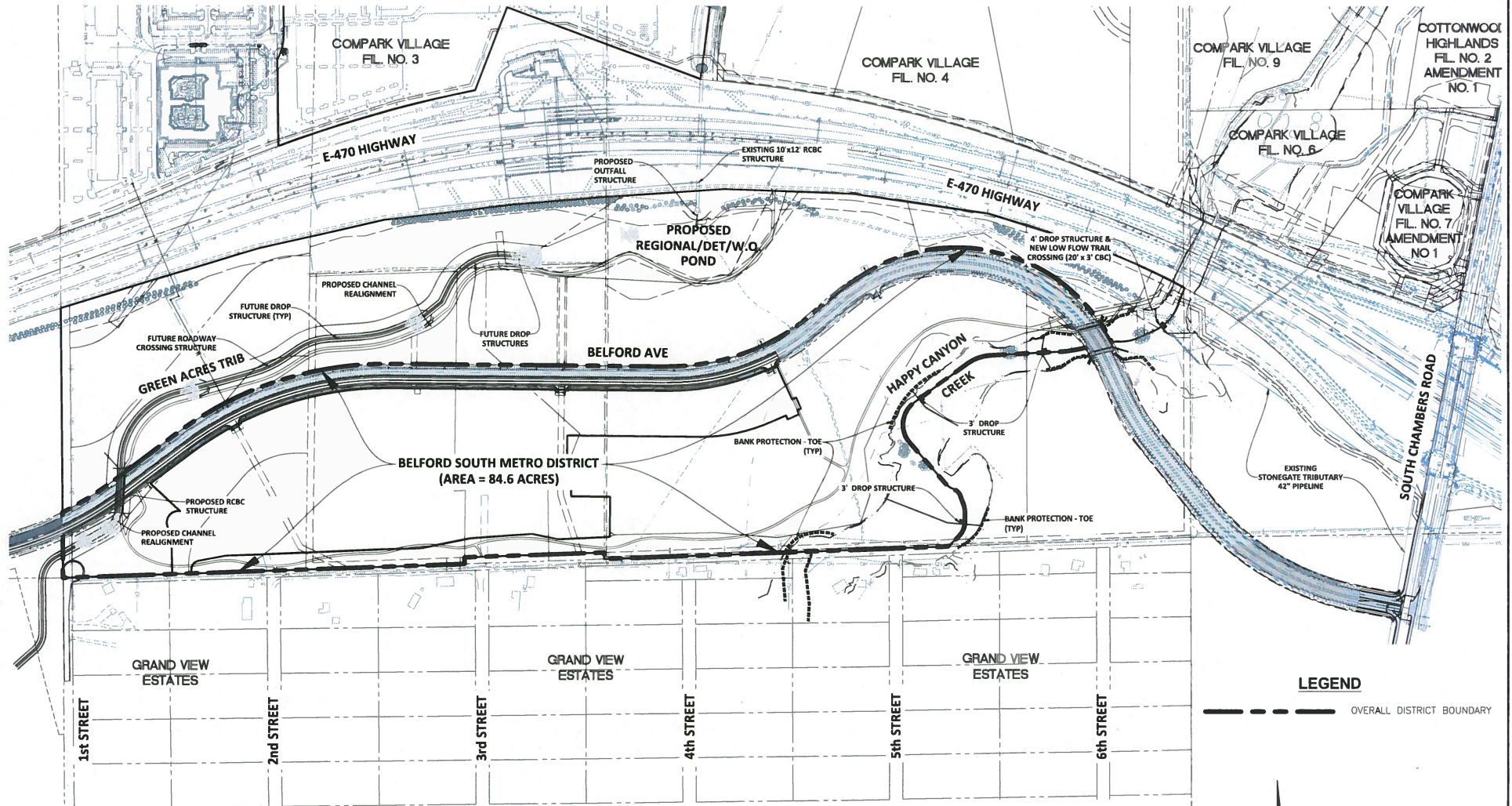


EXHIBIT E MAP DEPICTING PUBLIC IMPROVEMENTS -STORM DRAINAGE-



LEGEND

--- OVERALL DISTRICT BOUNDARY



0 100 200 400
SCALE: 1"=200'

SHT 3 OF 6

CLOCK

EXHIBIT E **MAP DEPICTING PUBLIC IMPROVEMENTS** **-SANITARY SEWER-**

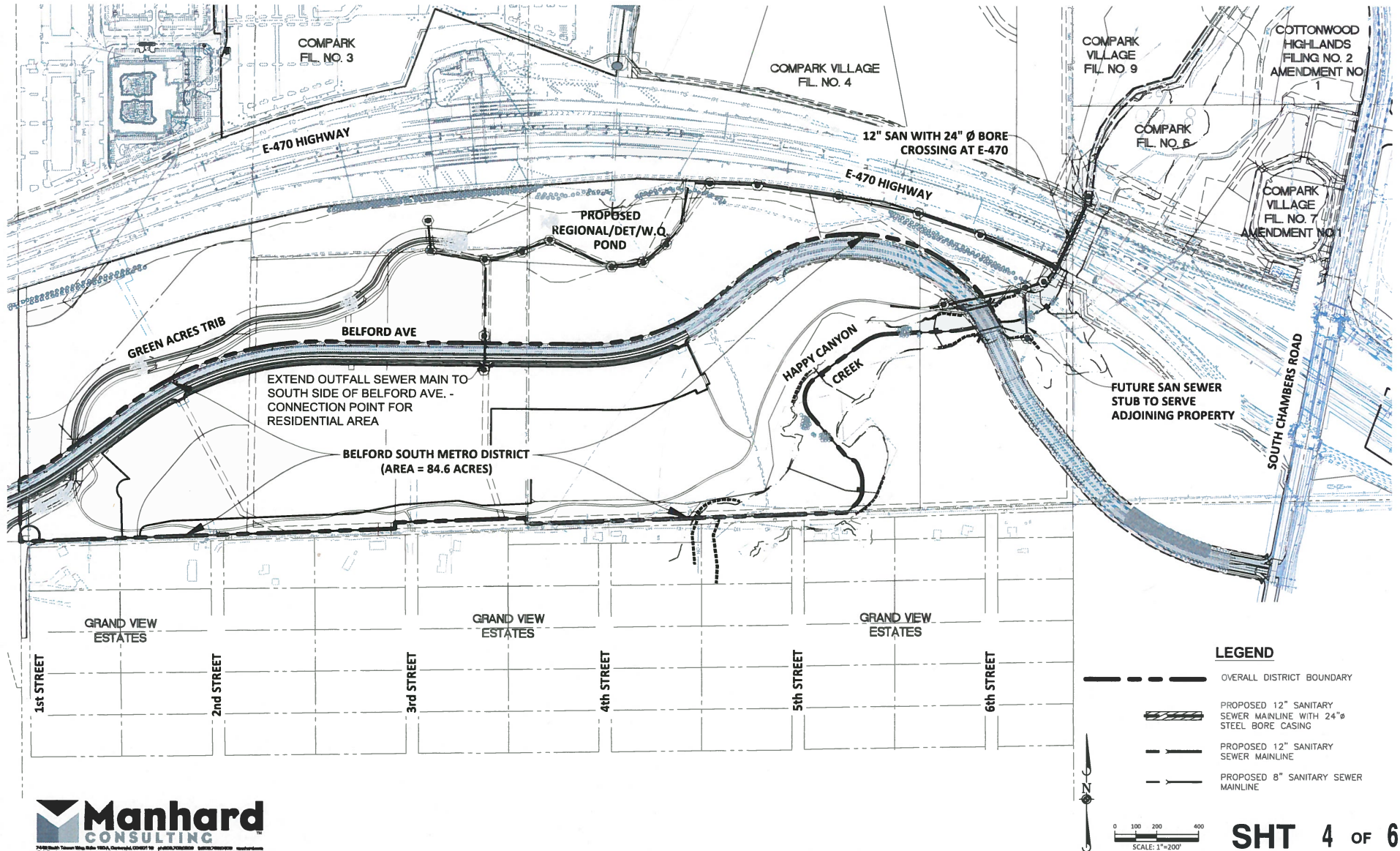


EXHIBIT E **MAP DEPICTING PUBLIC IMPROVEMENTS** **-WATER MAINS-**

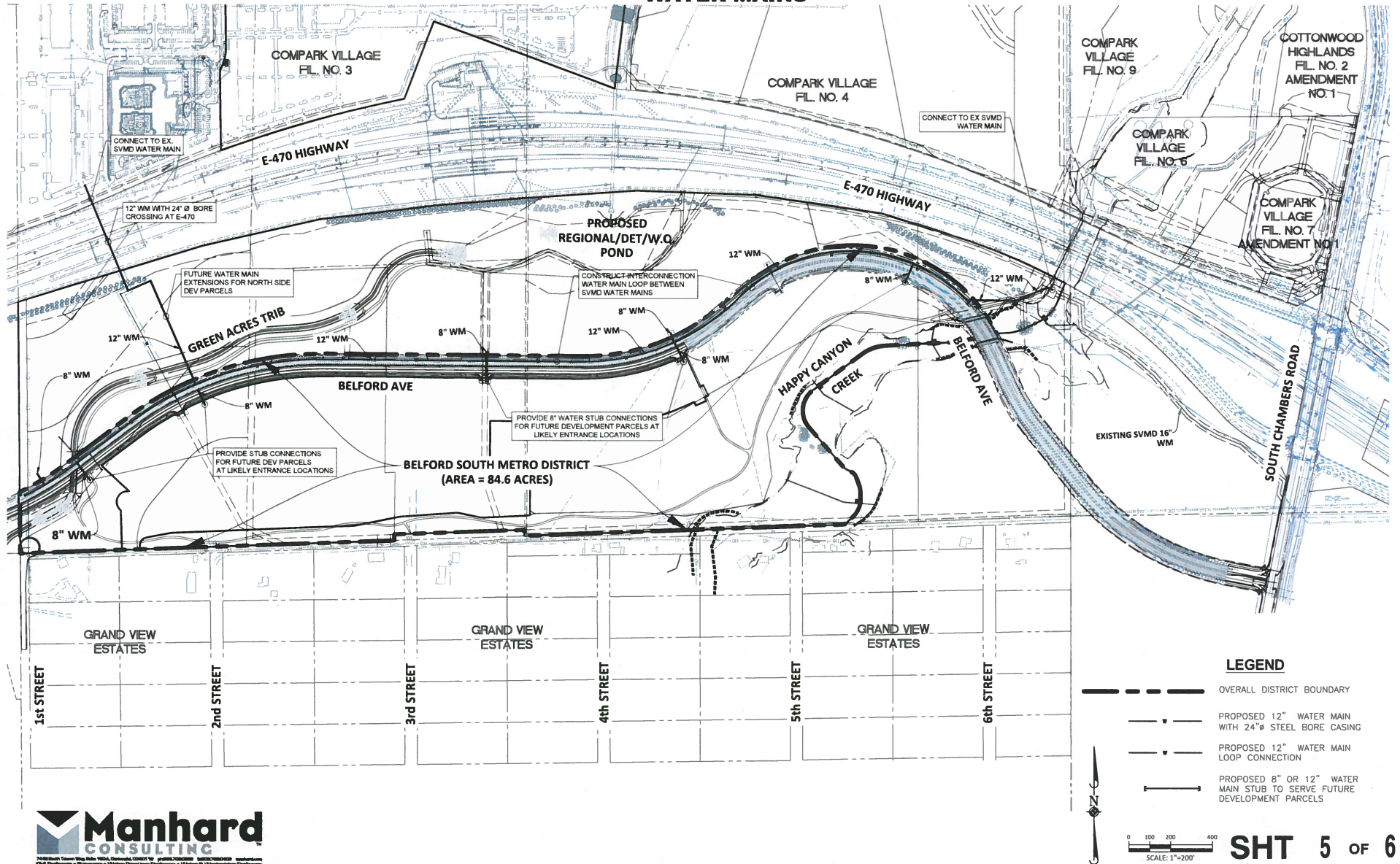
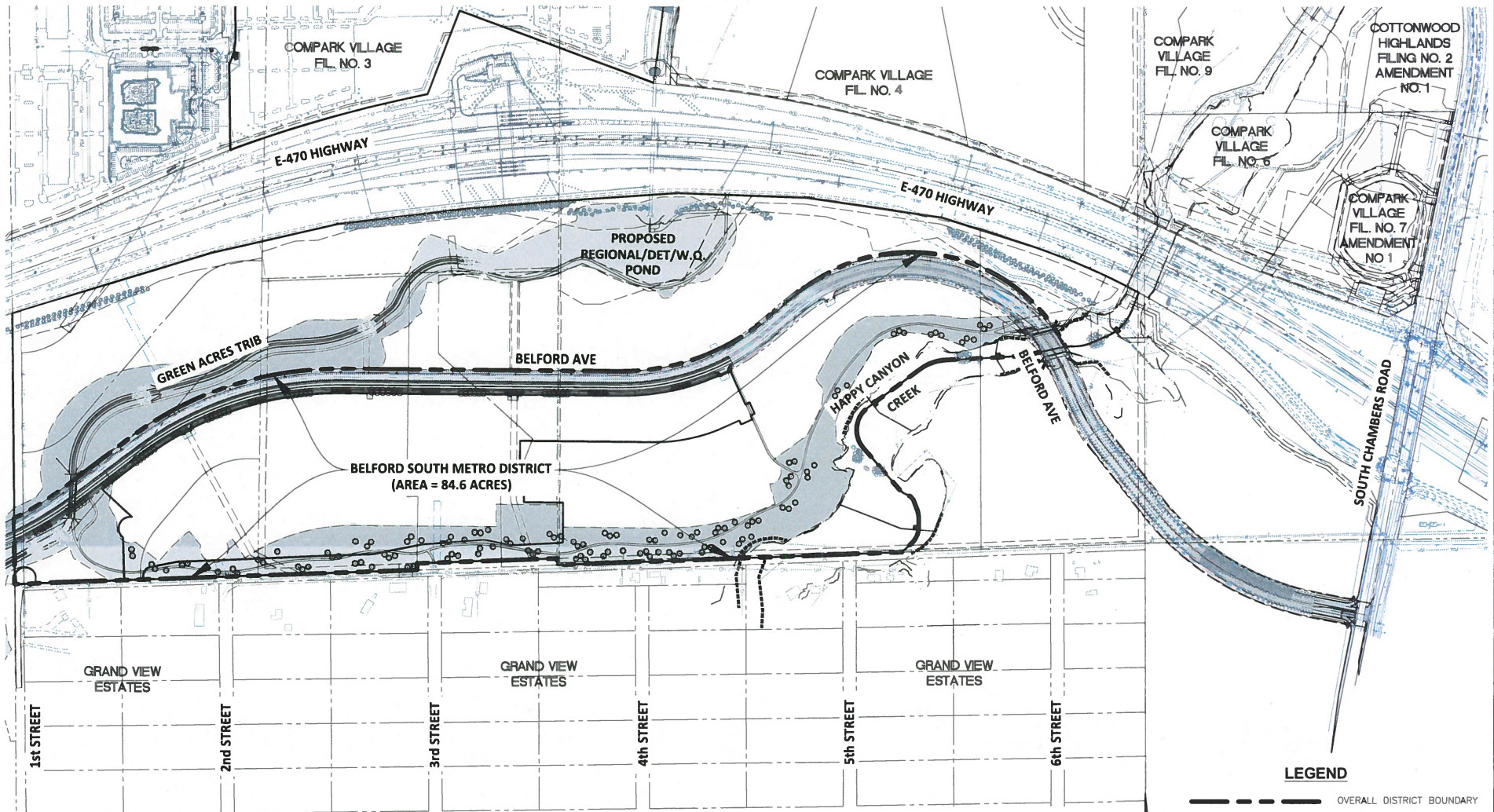


EXHIBIT E **MAP DEPICTING PUBLIC IMPROVEMENTS** **-PARK/OPEN SPACE/STREET SCAPE-**



LEGEND

----- OVERALL DISTRICT BOUNDARY

EXHIBIT 2

Affidavit of Publication

EXHIBIT 2

Colorado Community Media
750 W. Hampden Ave, Suite 225
Englewood, CO 80110

AFFIDAVIT OF PUBLICATION

State of Colorado
County of Douglas

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This Affidavit of Publication for the Douglas County News Press, a weekly newspaper, printed and published for the County of Douglas, State of Colorado, hereby certifies that the attached legal notice was published in said newspaper once in each week, for 1 successive week(s), the last of which publication was made the 10th day of January A.D., 2019, and that copies of each number of said paper in which said Public Notice was published were delivered by carriers or transmitted by mail to each of the subscribers of said paper, according to their accustomed mode of business in this office.



for the Douglas County News Press

State of Colorado)

County of Arapahoe

)ss

The above Affidavit and Certificate of Publication was subscribed and sworn to before me by the above named Gerard Healey, publisher of said newspaper, who is personally known to me to be the identical person in the above certificate on 10th day of January A.D., 2019. Gerard Healey has verified to me that he has adopted an electronic signature to function as his signature on this document.

LINDSAY L NICOLETTI
Notary Public
State of Colorado
Notary ID # 20134073810
My Commission Expires 02-22-2022

My Commission Expires 02/22/22



Notary Public

Public Notice

TOWN OF PARKER, COUNTY OF DOUGLAS,
STATE OF COLORADO

NOTICE OF PUBLIC HEARING

SERVICE PLAN AMENDMENT FOR
CHAMBERS HIGHPOINT METROPOLITAN
DISTRICT NOS. 1-2, TOWN OF PARKER,
COUNTY OF DOUGLAS,
STATE OF COLORADO

PUBLIC NOTICE IS HEREBY GIVEN that there has been filed with the Town Council for the Town of Parker, Douglas County, State of Colorado (the "Town"), a First Amendment to the Service Plan for Chambers Highpoint Metropolitan District Nos. 1-2 (the "Districts"). A map of the Districts and the Service Plan are on file in the office of the Town Council for the Town of Parker, 20120 E. Mainstreet Parker, CO 80138 and are available for public inspection.

NOTICE IS FURTHER GIVEN that the Town Council will hold a public hearing at or about 7:00 p.m. or soon thereafter, on Monday, the 4th day of February, 2019, in the Town Hall Board Room located at 20120 E. Mainstreet Parker, CO 80138 for the purpose of considering the adequacy of the First Amendment to the Consolidated Service Plan for Chambers High Point Metropolitan District Nos. 1-2 ("First Amendment") and to form a basis for a resolution approving, disapproving or conditionally approving the First Amendment. All protests and objections must be submitted in writing to the Town Council at or prior to such public hearing, or any continuance or postponement thereof, in order to be considered. All protests and objections to the First Amendment shall be deemed waived unless presented at the time and in the manner specified in this Notice.

NOTICE IS FURTHER GIVEN that the primary purpose of the Districts is to finance the construction of part or all of the public improvements for the use and benefit of all anticipated constituents and taxpayers of the Districts. Improvements to be provided by the Districts shall include water, sanitary sewer, storm sewer, drainage, streets, park and recreation, landscaping, traffic safety devices and other improvements needed for the Districts. The Districts are generally located adjacent to the southwest corner of the intersection of Chambers Road and Highway E-470. A precise description of the boundaries of the Districts is on file in the office of the Town Council. Further information regarding the Districts may be obtained by contacting counsel for the Districts, c/o Spencer Fane LLP, 1700 Lincoln Street, Suite 2000, Denver, Colorado 80203, telephone number 303-839-3800.

NOTICE IS FURTHER GIVEN that, subject to further amendment of the service plan, the maximum debt service mill levy for shall be 42.827 mills for the residential property and 50 mills for the commercial property as described in the service plan, subject to adjustment as provided in the service plan. The Districts shall not impose a debt service mill levy for more than forty (40) years after the year of the initial imposition of such debt service

EXHIBIT 3

Certificate of Mailing of Notice of Hearing to Property Owners and Three Mile Radius Entities

EXHIBIT 3

TOWN OF PARKER, STATE OF COLORADO

CERTIFICATION OF MAILING AND PUBLICATION OF NOTICE OF HEARING

IN RE THE FIRST AMENDMENT TO THE SERVICE PLAN FOR CHAMBERS HIGHPOINT METROPOLITAN DISTRICT NOS. 1 AND 2

The undersigned does hereby certify that the NOTICE OF HEARING regarding the FIRST AMENDMENT TO THE SERVICE PLAN for CHAMBERS HIGHPOINT METROPOLITAN DISTRICT NOS. 1 AND 2, as shown in **Exhibit A** attached hereto and incorporated herein by this reference, was mailed by first-class mail on January 10, 2019, to the owners of record of all property within the boundaries of the District and to all taxing entities within a 3-mile radius of the District, as such owners of record and taxing entities are listed on the records of the County Assessor and shown in **Exhibit B** attached hereto and incorporated herein by this reference.

The undersigned further certifies that the Notice of Public Hearing was also published in the Douglas County-News Press on January 10, 2019, as evidenced by the Affidavit of Publication attached hereto as **Exhibit C** and incorporated herein by this reference.

The mailing and publication of the Notice of Public Hearing has been pursuant to Section 32-1-204.5, C.R.S.

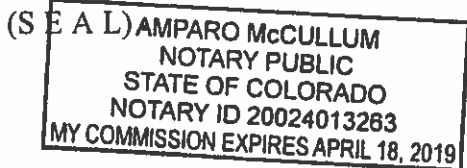


Becky Johnson, Paralegal
Spencer Fane LLP
1700 Lincoln Street, Suite 2000
Denver, CO 80203

STATE OF COLORADO)
)
CITY AND COUNTY OF DENVER)

Subscribed and sworn to before me this 25th day of January, 2019, by Becky Johnson, Paralegal.

Witness my hand and official seal.




Notary Public

EXHIBIT A
NOTICE OF HEARING

TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

NOTICE OF PUBLIC HEARING

SERVICE PLAN AMENDMENT FOR CHAMBERS HIGHPOINT METROPOLITAN DISTRICT NOS. 1-2, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

PUBLIC NOTICE IS HEREBY GIVEN that there has been filed with the Town Council for the Town of Parker, Douglas County, State of Colorado (the "Town"), a First Amendment to the Service Plan for Chambers Highpoint Metropolitan District Nos. 1-2 (the "Districts"). A map of the Districts and the Service Plan are on file in the office of the Town Council for the Town of Parker, 20120 E. Mainstreet Parker, CO 80138 and are available for public inspection.

NOTICE IS FURTHER GIVEN that the Town Council will hold a public hearing at or about 7:00 p.m. or soon thereafter, on Monday, the 4th day of February, 2019, in the Town Hall Board Room located at 20120 E. Mainstreet Parker, CO 80138 for the purpose of considering the adequacy of the First Amendment to the Consolidated Service Plan for Chambers High Point Metropolitan District Nos. 1-2 ("First Amendment") and to form a basis for a resolution approving, disapproving or conditionally approving the First Amendment. All protests and objections must be submitted in writing to the Town Council at or prior to such public hearing, or any continuance or postponement thereof, in order to be considered. All protests and objections to the First Amendment shall be deemed waived unless presented at the time and in the manner specified in this Notice.

NOTICE IS FURTHER GIVEN that the primary purpose of the Districts is to finance the construction of part or all of the public improvements for the use and benefit of all anticipated constituents and taxpayers of the Districts. Improvements to be provided by the Districts shall include water, sanitary sewer, storm sewer, drainage, streets, park and recreation, landscaping, traffic safety devices and other improvements needed for the Districts. The Districts are generally located adjacent to the southwest corner of the intersection of Chambers Road and Highway E-470. A precise description of the boundaries of the Districts is on file in the office of the Town Council. Further information regarding the Districts may be obtained by contacting counsel for the Districts, c/o Spencer Fane LLP, 1700 Lincoln Street, Suite 2000, Denver, Colorado 80203, telephone number 303-839-3800.

NOTICE IS FURTHER GIVEN that, subject to further amendment of the service plan, the maximum debt service mill levy for shall be 42.827 mills for the residential property and 50 mills for the commercial property as described in the service plan, subject to adjustment as provided in the service plan. The Districts shall not impose a debt service mill levy for more than forty (40) years after the year of the initial imposition of such debt service mill levy.

Published in: The Douglas County News-Press
Published on: January 10, 2019

EXHIBIT B

**LIST OF PROPERTY OWNERS WITHIN THE BOUNDARIES OF THE DISTRICTS AND
TAXING ENTITIES WITHIN A 3-MILE RADIUS OF THE DISTRICTS**

Airport Vista Metro District 1 & 2
Cordillera Corporation
7800 E Dorado Pl Ste 250
Englewood, CO 80111-2336

Antelope Heights Metro District
CliftonLarsonAllen LLP
8390 E Crescent Pkwy Ste 500
Greenwood Village, CO 80111

Arapahoe County Water & Wastewater
PIDArapahoe County Board of
Commissioners
5334 S Prince St
Littleton, CO 80166-0001

Belford North Metro
DistrictCliftonLarsonAllen LLP
8390 E Crescent Pkwy Ste 500
Greenwood Village, CO 80111

Carousel Farms Metro
DistrictCliftonLarsonAllen LLP
8390 E Crescent Pkwy Ste 500
Greenwood Village, CO 80111

Chambers Highpoint Metro District 1 &
2Spencer Fane LLP
1700 Lincoln St Ste 2000
Denver, CO 80203-4554

Cherry Creek Basin Water Quality
AuthorityCliftonLarsonAllen LLP
8390 E Crescent Pkwy Ste 500
Greenwood Village, CO 80111

City of Aurora
15151 E Alameda Pkwy, Finance - 5th Flr
Aurora, CO 80012

City of Lone Tree
9220 Kimmer Dr Ste 100
Lone Tree, CO 80124

COMPARK 190 LLC
4600 S ULSTER ST STE 1400
DENVER, CO 802372850

Compark Business Campus Metro
CliftonLarsonAllen LLP
8390 E Crescent Pkwy Ste 500
Greenwood Village, CO 80111

Compark Business Campus Metro Dist
Debt SvcCliftonLarsonAllen LLP
8390 E Crescent Pkwy Ste 500
Greenwood Village, CO 80111

Compark Business Campus Metro Dist
Debt Svc 2CliftonLarsonAllen LLP
8390 E Crescent Pkwy Ste 500
Greenwood Village, CO 80111

Concord Metro DistrictCliftonLarsonAllen
LLP
8390 E Crescent Pkwy Ste 500
Greenwood Village, CO 80111

Cottonwood Commercial Area URP
20120 E Mainstreet
Parker, CO 80138

Cottonwood Highlands Metro District 1 &
2White, Bear, Ankele, Tanaka & Waldron
2154 E Commons Ave Ste 2000
Centennial, CO 80122

Cottonwood Metro District
8334 Sandreed Cir
Parker, CO 80134

Cottonwood Water & Sanitation
DistrictMulhern MRE Inc
188 Inverness Dr W Ste 150
Englewood, CO 80112

Cottonwood Water & Sanitation District
Debt SvcMulhern MRE Inc
188 Inverness Dr W Ste 150
Englewood, CO 80112

Douglas County GovernmentDouglas
County Finance
100 Third St
Castle Rock, CO 80104

Douglas County Law Enforcement
100 Third St
Castle Rock, CO 80104

Douglas County Re-1 School District
701 Prairie Hawk Dr
Castle Rock, CO 80109

Douglas County Schools - Cap Reserve
701 Prairie Hawk Dr
Castle Rock, CO 80109

Douglas County Schools - Debt Service
701 Prairie Hawk Dr
Castle Rock, CO 80109

Douglas County Schools - Insurance
Reserve
701 Prairie Hawk Dr
Castle Rock, CO 80109

Douglas County Soil Conservation District
PO Box 688
Franktown, CO 80116

Douglas Public Library District
100 S Wilcox St
Castle Rock, CO 80104

E-470 Potomac Metro
DistrictCliftonLarsonAllen LLP
8390 E Crescent Pkwy Ste 500
Greenwood Village, CO 80111

E-470 Public Highway Authority
22470 E Sixth Pkwy Ste 100
Aurora, CO 80018

Grandview Estates Rural Water
Conservation
PO Box 4292
Parker, CO 80134

Highfield Metro District
Bradbury Companies
9380 Station St Ste 500
Lone Tree, CO 80124

Inverness Metro Improvement District
Mulhern MRE Inc
188 Inverness Dr W Ste 150
Englewood, CO 80112

Inverness Metro Improvement District Debt
ServiceMulhern MRE Inc
188 Inverness Dr W Ste 150
Englewood, CO 80112

Inverness Metro Improvement District Debt
Svc 2Mulhern MRE Inc
188 Inverness Dr W Ste 150
Englewood, CO 80112

Inverness Water & Sanitation
DistrictMulhern MRE Inc
188 Inverness Dr W Ste 150
Englewood, CO 80112

Inverness Water & Sanitation District Debt
ServiceMulhern MRE Inc
188 Inverness Dr W Ste 150
Englewood, CO 80112

Inverness Water & Sanitation District Debt
Svc 2Mulhern MRE Inc
188 Inverness Dr W Ste 150
Englewood, CO 80112

Kings Point South Metro District 1 &
2White Bear Ankele Tanaka & Waldron
2154 E Commons Ave Ste 2000
Centennial, CO 80122

Lincoln Creek Metro DistrictSpencer Fane
LLP
1700 Lincoln St Ste 2000
Denver, CO 80203-4554

Lincoln Meadows Metro District
9068 Forsstrom Dr #C-1
Lone Tree, CO 80124

Lincoln Park Metro District
CliftonLarsonAllen LLP
8390 E Crescent Pkwy Ste 500
Greenwood Village, CO 80111

Lincoln Station Metro DistrictBradbury
Properties
9380 Station St Ste 400
Lone Tree, CO 80124

Meridian Metro District
6380 S Fiddlers Green Cir Ste 400
Greenwood Village, CO 80111

Meridian Metro District Debt Service
6380 S Fiddlers Green Cir Ste 400
Greenwood Village, CO 80111

Meridian Village Metro District 1-4
6380 S Fiddlers Green Cir Ste 400
Greenwood Village, CO 80111

Neu Towne Metro District
304 Inverness Way S Ste 490
Englewood, CO 80112

North Meridian Metro District
6380 S Fiddlers Green Cir Ste 400
Greenwood Village, CO 80111

North Meridian Metro District Debt Service
6380 S Fiddlers Green Cir Ste 400
Greenwood Village, CO 80111

Olde Town Metro DistrictCommunity
Resource Services of CO LLC
7995 E Prentice Ave Ste 103E
Greenwood Village, CO 80111

Omnipark Metro DistrictCliftonLarsonAllen
LLP
8390 E Crescent Pkwy Ste 500
Greenwood Village, CO 80111

Omnipark Metro District Debt Service
1CliftonLarsonAllen LLP
8390 E Crescent Pkwy Ste 500
Greenwood Village, CO 80111

Overlook Metro DistrictMcGeady Becher
PC
450 E 17th Ave Ste 400
Denver, CO 80203

Park Meadows Metro
DistrictCliftonLarsonAllen LLP
8390 E Crescent Pkwy Ste 500
Greenwood Village, CO 80111

Parker Automotive Metro DistrictWhite,
Bear, Ankele, Tanaka & Waldron
2154 E Commons Ave Ste 2000
Centennial, CO 80122

Parker Central Area URP
20120 E Mainstreet
Parker, CO 80138

Parker Homestead Metro DistrictSpecial
District Management Services Inc
141 Union Blvd Ste 150
Lakewood, CO 80228-1898

Parker Road Area URP
20120 E Mainstreet
Parker, CO 80138

Parker Water & Sanitation District
18100 E Woodman Dr
Parker, CO 80134

Rampart Range Metro District 1-
6CliftonLarsonAllen LLP
8390 E Crescent Pkwy Ste 500
Greenwood Village, CO 80111

Regency Metro DistrictSpecial District
Management Services Inc
141 Union Blvd Ste 150
Lakewood, CO 80228-1898

Regional Transportation District

1600 Blake St
Denver, CO 80202

Sierra Ridge Metro District 1-2

Spencer Fane LLP
1700 Lincoln St Ste 2000
Denver, CO 80203-4554

South Meridian Metro District

6380 S Fiddlers Green Cir Ste 400
Greenwood Village, CO 80111

South Metro Fire Rescue Fire Protection District

9195 E Mineral Ave
Centennial, CO 80112

South Suburban Park & Recreation District

6631 S University Blvd
Centennial, CO 80121

Southeast Public Improv Metro District

Mulhern MRE Inc
188 Inverness Dr W Ste 150
Englewood, CO 80112

Southgate Sanitation District

3722 E Orchard Rd
Centennial, CO 80121

Southgate Water District

3722 E Orchard Rd
Centennial, CO 80121

Stonegate Village Metro District

10252 Stonegate Pkwy
Parker, CO 80134

Town of Parker

20120 E Mainstreet
Parker, CO 80138

Urban Drainage & Flood Control District

2480 W 26th Ave Ste 156-B
Denver, CO 80211

Urban Drainage & Flood South Platte

2480 W 26th Ave Ste 156-B
Denver, CO 80211

Villas Metro District

Teleos Management
191 University Blvd #358
Denver, CO 80206

Westcreek Metro District 1-2

Norton & Smith PC
1331 17th St Ste 500
Denver, CO 80202

EXHIBIT C
PROOF OF PUBLICATION

Colorado Community Media
750 W. Hampden Ave, Suite 225
Englewood, CO 80110

AFFIDAVIT OF PUBLICATION

State of Colorado
County of Douglas

)ss

This Affidavit of Publication for the Douglas County News Press, a weekly newspaper, printed and published for the County of Douglas, State of Colorado, hereby certifies that the attached legal notice was published in said newspaper once in each week, for 1 successive week(s), the last of which publication was made the 10th day of January A.D., 2019, and that copies of each number of said paper in which said Public Notice was published were delivered by carriers or transmitted by mail to each of the subscribers of said paper, according to their accustomed mode of business in this office.



for the Douglas County News Press

State of Colorado)

County of Arapahoe

)ss

The above Affidavit and Certificate of Publication was subscribed and sworn to before me by the above named Gerard Healey, publisher of said newspaper, who is personally known to me to be the identical person in the above certificate on 10th day of January A.D., 2019. Gerard Healey has verified to me that he has adopted an electronic signature to function as his signature on this document.

LINDSAY L NICOLETTI
Notary Public
State of Colorado
Notary ID # 20134073810
My Commission Expires 02-22-2022

My Commission Expires 02/22/22



Notary Public

Public Notice

TOWN OF PARKER, COUNTY OF DOUGLAS,
STATE OF COLORADO

NOTICE OF PUBLIC HEARING

SERVICE PLAN AMENDMENT FOR
CHAMBERS HIGHPOINT METROPOLITAN
DISTRICT NOS. 1-2, TOWN OF PARKER,
COUNTY OF DOUGLAS,
STATE OF COLORADO

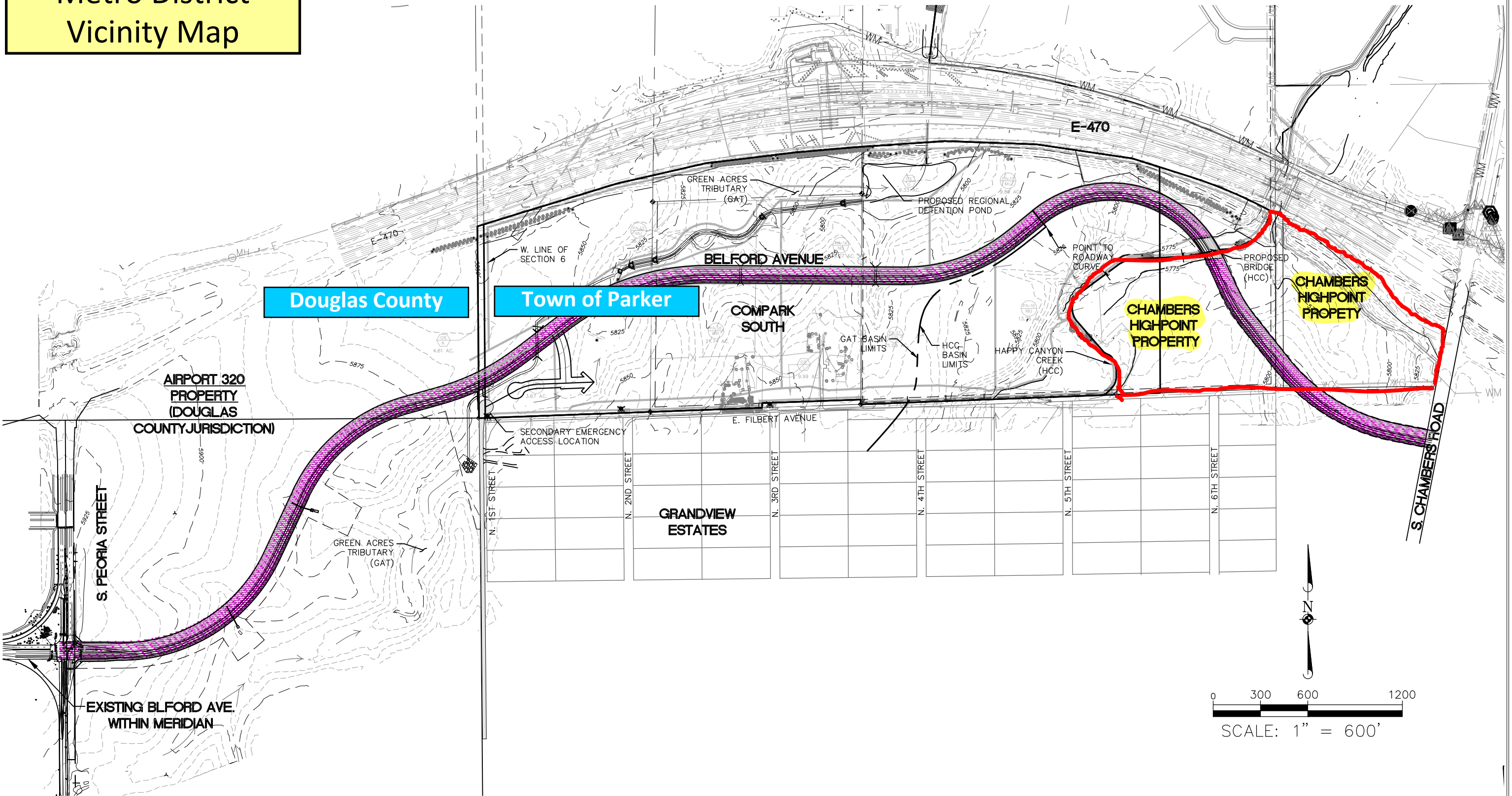
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Chambers Highpoint
Metro District
Vicinity Map



M E M O R A N D U M

TO: James S. Maloney, Town Attorney

FROM: Kristin Schledorn, Deputy Town Attorney

DATE: January 24, 2019

SUBJECT: Proposed First Amendment to Consolidated Service Plan for Chambers Highpoint Metropolitan District Nos. 1-2

The following sets forth the report on the proposed First Amendment to Consolidated Service Plan (the “Amendment”) for Chambers Highpoint Metropolitan District No. 1 and Chambers Highpoint Metropolitan District No. 2 (collectively, “the Districts”), which is set for a public hearing before the Town Council on February 4, 2019. This report summarizes key information about the Districts and the proposed Amendment. The Consolidated Service Plan for the Districts was previously approved by the Town on October 3, 2016 (the “Original Service Plan”).

Chambers Highpoint Metropolitan Districts

Owner/Developer: Compark 190, LLC.

Attorney: Spencer Fane, LLP (George M. Rowley).

Finance: RBC Capital Markets.

Accounting: Not indicated in Service Plan.

Engineer: TTG Engineers, Inc.

Nature of
Amendment: The Districts have requested the ability to increase the Development Fee from \$2,000 to no more than \$25,000 per single-family detached residential unit; from \$1,500 to no more than \$20,000 per single-family attached or multi-family residential unit; and from 25¢ per square foot to no more than \$25,000 per single family equivalency of water and/or wastewater demand for structures other than a single-family or multi-family residential structure. The Development Fee is subject to annual CPI adjustment commencing in 2017. Further, if the Town in the future allows for changes in the Development Fees allowed under the model service plan, such changes would be applicable to these Districts as well.

Although many aspects of the Original Service Plan are discussed in this memo, no changes have been requested by the Districts to the Original Service Plan except the changes to the Development Fees described above. No changes to the Financial Plan attached as Exhibit F to the Original Service Plan have been requested, nor will the mill levy limits, and the limit on the amount of debt the Districts can issue, change.

Location: Southwest corner of the intersection of Chambers Road and E-470.

Area/Land Use: Overall Service Area of approximately 44.35 acres. This includes approximately 20.42 acres within District No. 1 and 23.93 acres within District No. 2. Land uses include multi-family residential, retail, and commercial use. The Service Plan assumes a residential population at Project at full build-out will be approximately 575 persons in 230 residential units (based upon 2.5 persons per household), and assumes a non-residential density at build-out of 315,592 square feet, consisting of 125,017 square feet of retail and 190,575 square feet of commercial office uses (per the Financial Plan in the Original Service Plan).

Projected Population: Approximately 575 persons at build-out (residential).

Powers: Per the Original Service Plan, the Districts have the ability to finance and construct the following categories of public improvements: streets, water, sanitary sewer, storm sewer and park and recreation amenities. The Districts are not authorized to provide ongoing operations or maintenance for any part of the public improvements, unless specifically provided for in a separate agreement with the Town.

Regional Improvements: The nature of the regional public improvements, and the costs of those regional improvements that will be paid for in part with the proposed increased Development Fees are set forth in Exhibit A. Generally, the regional improvements will consist of improvements to Belford Avenue and to Chambers Road; improvements to Happy Canyon Creek bridge, and drainage, sanitary sewer, trail and other regional improvements as set forth in development plans that will be approved by the Town Council.

Comments:

1. The Original Service Plan is a consolidated service plan for two districts, consisting of a Residential District and a Commercial District. District boundaries are anticipated to change to reflect final platting of residential and non-residential land use areas. Currently, there are approximately 20.42 acres within District No. 1 and 23.93 acres within District No. 2.

2. The Original Service Plan generally conforms to the Town's Model Service Plan for a multiple district structure. The Amendment requests an increase in Development Fees beyond what is provided for in the Town's Model Service Plan. However, similar increases have previously been approved by the Town Council for the Belford North Metropolitan District and the Belford South Metropolitan District, and the Districts will cooperate with Belford South Metropolitan District to build regional infrastructure using the higher Development Fees, if approved.

3. The Original Service Plan contemplates that the Districts will enter into an intergovernmental agreement with the Belford South Metropolitan District to facilitate the construction and funding of Belford Avenue and the Happy Canyon Creek Bridge, and also an intergovernmental agreement with the Stonegate Metropolitan District regarding water and sanitary sewer improvements and services. These public improvements are regional in nature will be funded in part by the proposed increased Development Fees the Districts are seeking in the Amendment. Any such agreements would be subject to prior Town review and approval and must be consistent with the Original Service Plan and the Amendment, Town-District Intergovernmental Agreement, and all applicable Approved Development Plans.



Request for Town Council Action

Date: March 4, 2019

Submitted By: Chris Hudson, Public Works Manager

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 9.285 - Second Reading**
A Bill for an Ordinance to Approve the Intergovernmental Agreement Between the E-470 Public Highway Authority and the Town of Parker Regarding the Maintenance of Overlapping Facilities

Department: **Engineering/Public Works, Chris Hudson**

EXECUTIVE SUMMARY

This item accompanies an intergovernmental agreement (IGA) between the Town of Parker and the E-470 Public Highway Authority regarding maintenance responsibilities due to overlapping facilities. The IGA documents previous agreements and verbal agreements into a comprehensive written format.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town was contacted by E-470 in 2017 regarding a guardrail that was damaged on Chambers Road at E-470 interchange bridge. This started a dialog between Town staff and E-470 staff regarding maintenance responsibilities at this interchange. The construction of the Chambers Road/E-470 interchange occurred in phases in unincorporated Douglas County and the area was later annexed by the Town. Previous IGAs between Douglas County and E-470 regarding this interchange did not document maintenance responsibilities. In addition, the ownership of the underlying property at the interchange was in question since it was partially constructed before the connecting roadways were built.

Dialog between the E-470 staff and Town staff expanded to include other areas on the E-470 corridor. These discussions identified the need for a comprehensive maintenance agreement since there were numerous issues/items that required clarification on which agency was

responsible for maintaining. The Town and E-470 had previously approved IGAs on traffic signals at the Chambers Road interchange, traffic signals at the Jordan Road interchange and the Cherry Creek Trail but there were still a number of issues that required further clarification. In addition, verbal agreements had been in place for numerous years on some of the maintenance responsibilities which needed to be codified.

Through a collaborative exchange between E-470 staff and Town staff, a comprehensive maintenance listing was agreed to in 2018. This maintenance listing includes references to previous Town/E-470 IGAs but also addresses storm drainage, roadway, bridges, lighting, signage, landscaping and snow/ice control. To supplement the listing, maps were created by Town GIS staff. This comprehensive maintenance agreement will be helpful to current and future Town and E-470 staff. It is anticipated that this IGA will have to be amended from time-to-time in the future as additional development occurs.

E-470 staff is moving forward with the IGA approval and have scheduled it for review/approval at their March 14, 2019 Board meeting.

FINANCIAL IMPACT

Not at this time. The proposed comprehensive maintenance agreement consolidates previous agreements (written and verbal) which will greatly assist both entities maintenance programs. With this agreement, there are items that the Town is agreeing to maintain that were not previously agreed to in the past. However, as part of this agreement, E-470 will also be assuming the responsibility of other items the Town previously maintained. This IGA has a logical shared approach to the long-term maintenance needs of infrastructure and staff believes it is equitable between both agencies.

STRATEGIC GOAL(S)



INNOVATE WITH
COLLABORATIVE
GOVERNANCE



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH

ATTACHMENTS

1. Ordinance No. 9.285

RECOMMENDED MOTION

I move to approve Ordinance No. 9.285 on second reading.

ORDINANCE NO. 9.285, Series of 2019

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE TOWN OF PARKER AND THE E-470 PUBLIC HIGHWAY AUTHORITY REGARDING THE MAINTENANCE OF OVERLAPPING FACILITIES

NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF PARKER, COLORADO, ORDAINS:

Section 1. The Town Council of the Town of Parker hereby approves the Intergovernmental Agreement by and between the Town of Parker and the E-470 Public Highway Authority Regarding the Maintenance of Overlapping Facilities, which is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

Section 2. Safety Clause. The Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Parker, that it is promulgated for the health, safety and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Town Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained. The Town Council further finds that the title to this Ordinance was posted in two public places two days before the Town Council meeting, as provided by Section 7.5e. of the Town of Parker Home Rule Charter.

Section 3. Severability. If any clause, sentence, paragraph or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

Section 4. This Ordinance shall become effective ten (10) days after final publication.

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2019.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2019.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

EXHIBIT 1

INTERGOVERNMENTAL AGREEMENT BETWEEN THE E-470 PUBLIC HIGHWAY AUTHORITY AND THE TOWN OF PARKER REGARDING THE MAINTENANCE OF OVERLAPPING FACILITIES

THIS INTERGOVERNMENTAL AGREEMENT (the “Agreement”) is made and entered into effective this _____ day of _____, 2019, by and between the E-470 PUBLIC HIGHWAY AUTHORITY, a body corporate and political subdivision of the State of Colorado (the “Authority”), and the TOWN OF PARKER, a Colorado home rule municipality (the “Town”). The Authority and the Town may be collectively referred to herein as the “Parties” or individually as a “Party.”

RECITALS

WHEREAS, the Authority and the Town, as Colorado governments, are constitutionally and statutorily empowered pursuant to Colo. Const. Art. XIV, §18, and Colo. Rev. Stat. § 29-1-201, *et seq.*, to cooperate or contract via intergovernmental agreement with one another to provide functions, services or facilities authorized to each cooperating government;

WHEREAS, the Authority was created and organized pursuant to Colo. Rev. Stat. § 434-501, *et seq.* (the “Act”), for the purpose of financing the construction, operation, and/or maintenance of the E-470 Public Highway (“E-470”);

WHEREAS, the operation of E-470 by the Authority includes the maintenance of certain facilities that cross or intersect with rights-of-way that are owned by the Town;

WHEREAS, the operation of Town rights-of-way includes the maintenance of certain facilities that cross or intersect with E-470;

WHEREAS, the Authority and the Town agree that it is in their mutual interest to identify their respective rights and obligations in and to the areas that are crossed or intersected by E-470 and Town rights-of-way (the “Common Areas”), in order to avoid conflict and duplication of services, and to agree to the terms for maintaining the Common Areas; and

WHEREAS, the Authority and the Town acknowledge and agree that this Agreement is not intended to address the subject matter of the intergovernmental agreements between the Authority and the Town dated March 1, 2004 (traffic signals at E-470/Jordan Road), January 26, 2012 (traffic signals at E-470/Chambers Road), April 9, 2015 (Cherry Creek Trail maintenance), and November 21, 2016 (extension of the existing E-470 Trail), and that the provisions of these agreements shall remain in full force and effect.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows:

AGREEMENT

The Recitals set forth above are hereby incorporated into the covenants and agreements set forth below.

I. ALLOCATION OF MAINTENANCE RESPONSIBILITY. The Authority and the Town acknowledge and agree to the allocation of maintenance responsibility for the Common Areas, as described in **Exhibit A**, which is attached hereto and incorporated by this reference.

II. MAINTENANCE STANDARDS. The Authority and the Town acknowledge and agree that the portion of the Common Area maintenance allocated to the Authority will be maintained according to the standards adopted by the Authority. The Authority and the Town acknowledge and agree that the portion of the Common Area maintenance allocated to the Town will be maintained according to the standards adopted by the Town.

III. MINIMUM MAINTENANCE STANDARDS. The Authority and the Town acknowledge and agree that nothing in this Agreement shall create an obligation for the Authority or the Town to provide a minimum level of maintenance, and that each party shall determine their own maintenance standards in the areas wherein they have responsibility as designated in Exhibit A.

IV. NOTICES. Any notice required or permitted to be given hereunder shall be deemed given and received: (i) two business days after mailing by United States certified mail, return receipt requested, postage prepaid, (ii) one business day after deposit prepaid with a reputable overnight courier for next day delivery, (iii) upon personal delivery during regular business hours, properly addressed as follows:

If to the Town: Town of Parker
 Attn: Town Administrator
 20120 E. Mainstreet
 Parker, Colorado 80138

If to the Authority: E-470 Public Highway Authority
 Attention: Executive Director
 Administrative Headquarters Facility
 22470 East 6th Parkway
 Aurora, Colorado 80018

Either Party may change its address for the purposes of notice by giving written notice of such change to the other Party, in any manner above specified.

V. MISCELLANEOUS.

A. Governing Law and Venue. The Parties hereto agree that exclusive jurisdiction and venue for the resolution of any dispute relating to this Agreement shall lie in the District Court for Douglas County, State of Colorado.

B. Entire Agreement. This Agreement constitutes the entire agreement between the parties relating to the subject matter thereof and there are no prior or contemporaneous

agreements, either oral or written, relating to the subject matter hereof except as expressly set forth herein.

C. Agreement Modification. The Agreement may not be amended, altered, or otherwise changed except by a written agreement between the Parties.

D. Counterpart Execution. This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed an original, all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by electronic delivery and, upon receipt, shall be deemed originals and binding upon the Parties.

E. Governmental Immunity. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the Authority or the Town or their respective officials, employees, contractors, or agents, or any other person acting on their behalf and, in particular, governmental immunity that may be afforded or available to the Authority or the Town pursuant to the Colorado Governmental Immunity Act, Colo. Rev. Stat. § 24-10-101, *et seq.*

F. Nonassignability. The Town may not assign its rights or delegate its duties hereunder without the prior written consent of the Authority. The Authority may assign its rights or delegate its duties hereunder without the prior written consent of the Town.

G. Payment of Tolls. The Town understands and agrees that the Town, its subcontractors, vendors and employees shall pay all tolls incurred by them during the term of this Agreement.

H. Headings for Convenience. The headings and captions in this Agreement are intended solely for the convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

I. Runs with the Land. The rights and responsibilities set forth in this Agreement are intended to be covenants with respect to the real property so indicated and are to run with the land.

J. Binding Agreement. The benefits and burdens of this Agreement shall inure to and be binding upon on the heirs, executors, administrators, successors, and assigns of the Parties.

K. Definitions and Interpretations. Except as otherwise provided herein, nouns, pronouns and variations thereof shall be deemed to refer to the singular or plural, and masculine or feminine, as the context may require. Any reference to a policy, procedure, law, regulation, rule or document shall mean such policy, procedure, law, regulation, rule or document as it may be amended from time to time.

L. Survival of Representations. Each and every covenant, promise, and payment contained in this Agreement shall survive each and be binding and obligatory upon each of the Parties and shall not merge into any deed, assignment, covenant, escrow agreement, easement, lease or any other document.

M. Nonseverability. Each Section of this Agreement is intertwined with the others and is not severable unless by mutual consent of the Parties.

N. Effect of Invalidity. If any portion of this Agreement is held invalid or unenforceable for any reason by a court of competent jurisdiction as to either Party or as to both Parties, the Parties will immediately negotiate valid alternative portion(s) that as near as possible give effect to any stricken portion(s).

O. Appropriation. Pursuant to Colo. Rev. Stat. § 29-1-110, the financial obligations of the Town and the Authority contained herein which are payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available.

P. Recitals. The recitals to this Agreement are incorporated herein by this reference.

[The remainder of this page intentionally left blank. Signatures on following pages.]

E-470 PUBLIC HIGHWAY AUTHORITY

2/19/2019
G:\legal\AGR\E-470 IGA maintenance of facilities 20190219 FINAL.doc

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM AND SUFFICIENCY:

James S. Maloney, Town Attorney

EXHIBIT A

Maintenance Responsibilities for the Common Area

Attachments to this Exhibit are maps/visual aids intended to provide supplemental information on the locations identified in this document. The intent of the tabular listing in this Exhibit is to be the primary document regarding identifying maintenance responsibilities. **Attachment 1** is a key-map showing the individual attachments locations in respect to each other.

Green Acres Tributary Crossing (Attachment 2):

Background: A reinforced concrete box culvert (CBC) drainage crossing is located approximately 3,600-feet west of Chambers Road serving the Green Acres Tributary to Happy Canyon Creek. The drainage way is located on private property on the north and south sides of E-470. The south side will develop in the future and may result in a change to Town responsibilities.

Town Responsibilities:

- For the portion outside E-470 Right of Way, the Town will provide partial maintenance of Green Acres Tributary on the north side drainage channel only. The channel is partially within unincorporated Douglas County and partially in the Town's incorporated boundary.

E-470 Responsibilities:

- Reinforced concrete box culvert crossing (CBC) for the Green Acres Tributary including entrance and exit appurtenances.
- Portion of channel inside E-470 Right of Way
- Drainage infrastructure within E-470 Right of Way

Happy Canyon Creek Crossing (Attachment 3):

Background: A twin bridge crossing is located over Happy Canyon Creek approximately 1,300 feet west of Chambers Road.

Town Responsibilities:

- The Town will provide maintenance of the Happy Canyon Creek drainage way.

E-470 Responsibilities:

- Bridge structures including structural repairs and expansion devices (E-470 is the owner of these parallel bridge structures)

- Drainage infrastructure within E-470 Right of Way

Other Responsibilities:

- The Happy Canyon Trail is maintained by the Compark Business Campus Metro District.

Chambers Road/E-470 Interchange (Attachment 4):

Background: E-470 existed at this location prior to Douglas County/Town improvements in the area and Chambers Road construction lagged E-470. The Chambers Road/E-470 interchange is located exclusively on E-470 right-of-way. Chambers Road is a Town north-south arterial roadway at this location that is elevated (on a bridge structure) above E-470 mainline at this location. The E-470 mainline and the interchange on/off ramps are the responsibility of E-470.

Town Responsibilities (Chambers Road Only):

- Snow and ice control
- Pavement markings (long line and crosswalks)
- Pavement Maintenance: Preventative roadway maintenance work such crack seal and slurry/chip seal without coordination with E-470. Any rotomill/repaving operations involving the bridge including approach slabs would need to be coordinated with E-470 as it may affect the structure. Pavement maintenance outside of the limits of the bridge including reconstruction, rotomilling and repaving operations is the responsibility of the Town.
- Sweeping
- Traffic signals: Previously documented in a 2012 IGA between E-470/Town, the Town owns and maintains the traffic signals. This includes maintenance of the luminaires mounted on the traffic signal poles and the green painted luminaire poles at the south intersection (located on the northwest and southeast corners of the south intersection).
- Signage except for E-470 tollway guide signage (this signage utilizes a sign support system that the Town does not maintain)
- Mowing of native vegetation adjacent to the roadway
- Surface maintenance of the sidewalk on the bridge structure (e.g. sweeping and snow removal)
- Sidewalk beyond the limits of the bridge structure
- Curb & gutter beyond the limits of the bridge structure
- No storm drainage exists at this interchange, however there is a storm drainage pipe crossing approximately 1,000-feet east of the interchange. The pipe serves a portion of unincorporated Douglas County. Maintenance responsibilities of this pipe is to be determined by E-470 and Douglas County. The Town will operate and maintain the pipe on the north side starting from the E-470 right-of-way (ROW) line.
- Guardrail
- E-470 shall be given 48-hour notice prior to any work that impacts E-470 ramp traffic.

E-470 Responsibilities:

- Bridge structures including structural repairs and expansion devices (E-470 is the owner of these parallel bridge structures)
- Approach slabs
- Bridge railing
- Bridge under deck lighting
- Flood light at bridge abutment walls
- On/off ramps pavement, signage and pavement markings
- On/off ramp lighting (E-470 maintained lighting are grey poles that have a transformer style base)
- Fencing

Other responsibilities:

- The enhanced landscaping in the northwest corner is maintained by Compark Business Campus Metro District in accordance with a separate common use agreement.

Jordan Road/E-470 Interchange (Attachment 5):

Background: Jordan Road existed at this location prior to construction of E-470 at this interchange. The Town of Parker right-of-way (ROW) for Jordan Road exists in this location (north-south) with the E-470 right-of-way abutting it on both sides (east & west). Jordan Road is a Town north-south arterial roadway at this location that is below the elevated E-470 mainline (on bridge structures) at this location. The E-470 mainline and the interchange on/off ramps are the responsibility of E-470.

Town Responsibilities (Jordan Road only):

- Snow and ice control
- Pavement markings (long line and crosswalks)
- All pavement maintenance including reconstruction, rotomilling, repaving crack seal, slurry/chip seal operations.
- Sweeping
- Traffic signals: Previously documented in a 2004 IGA between E-470/Town, the Town owns and maintains the traffic signals. This includes maintenance of the luminaires mounted on the traffic signal poles and the advance trail crossing beacon assembly on the northbound off-ramp (located at the southwest quadrant of the interchange).
- Signage except for E-470 tollway guide signage (trailblazers) (this signage utilizes a sign support system that the Town does not maintain)
- Mowing of native vegetation adjacent to the roadway
- Sidewalk
- Curb & gutter
- Storm drainage and inlets at the southern signalized intersection. The Town is responsible for the drainage system under Jordan Road including the Type R inlets.

- E-470 shall be given 48 hour notice prior to any work that impacts E-470 ramp traffic

E-470 Responsibilities:

- Bridge structures including structural repairs, slope paving and expansion devices (E-470 is the owner of these parallel bridge structures)
- Bridge railing and guardrail (This is located only on the E-470 mainline)
- Bridge under deck lighting
- Flood light at bridge abutment walls
- On/off ramps pavement, signage and pavement markings
- Fencing
- Landscaping & retaining walls (E-470 has landscaping at the northwest, southwest, northeast and southeast corners of the bridge structures)
- Drainage system west of Jordan Road that crosses E-470 including box culvert.
- All other drainage infrastructure within E-470 Right of Way.
- On/off ramp lighting (E-470 maintained lighting are grey poles that have a transformer style base)

Drainage Crossing West of Cherry Creek (Attachment 6):

Background: A 48-inch reinforced concrete pipe (RCP) drainage crossing is located west of Cherry Creek and approximately 2,400-feet east of Jordan Road. The pipe is located on Town owned property at the disc golf park on the south side and on E-470 property on the north side.

Town Responsibilities:

- Drainage swales and vegetation on south side up to the pipe opening
- Drainage swales and vegetation on north side from outfall to just downstream of the Cherry Creek regional trail crossing
- Cherry Creek Regional Trail including snow removal

E-470 Responsibilities:

- Reinforced concrete pipe (RCP) for entire length under E-470
- Drainage swales on north side from Cherry Creek regional trail crossing to confluence with Cherry Creek

Cherry Creek Crossing (Attachment 7):

Background: A triple bridge crossing is located over Cherry Creek west of Parker Road (State Highway 83). The Cherry Creek Regional Trail crosses under these structures near the west abutments.

Town Responsibilities:

- Cherry Creek Regional Trail including snow removal, mowing and sweeping. Previously documented in a 2015 IGA between E-470/Town.

E-470 Responsibilities:

- Drainage infrastructure within E-470 Right of Way
- Bridge structures including structural repairs and expansion devices (E-470 is the owner of these bridge structures)
- Bridge under deck lighting.

Parker Road (State Highway 83)/E-470 Interchange (Attachment 8):

Background: The Parker Road (State Highway 83) and E-470 interchange has existing intergovernmental agreement(s) between the Colorado Department of Transportation (CDOT) and E-470 regarding maintenance. These agreement(s) include traffic signals, lighting, pavement markings, signage and storm water infrastructure. The Town currently maintains the traffic signals at this interchange via a multi-year contract with CDOT. Therefore, the proposed IGA between E-470 and Parker regarding maintenance does not address this interchange area.

Cottonwood Drive/E-470 Grade Separation (Attachment 9):

Background: E-470 existed at this location prior to Town improvements in the area and Cottonwood Drive construction lagged E-470. The Cottonwood Drive/E-470 grade separation (no interchange) is located exclusively on E-470 right-of-way. Cottonwood Drive is a Town east-west arterial roadway that is below the elevated E-470 mainline (on twin bridge structures) at this location. The E-470 mainline is the responsibility of E-470.

Town Responsibilities (Cottonwood Drive Only):

- Snow and ice control
- Pavement markings
- All pavement maintenance including reconstruction, rotomilling, repaving crack seal, slurry/chip seal operations.
- Sweeping
- Signage
- Mowing of native vegetation adjacent to the roadway
- Sidewalk
- Curb & gutter
- Storm drainage parallel and under Cottonwood Drive

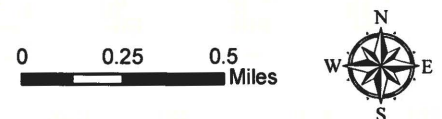
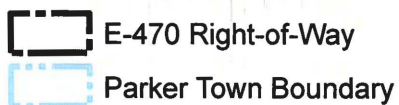
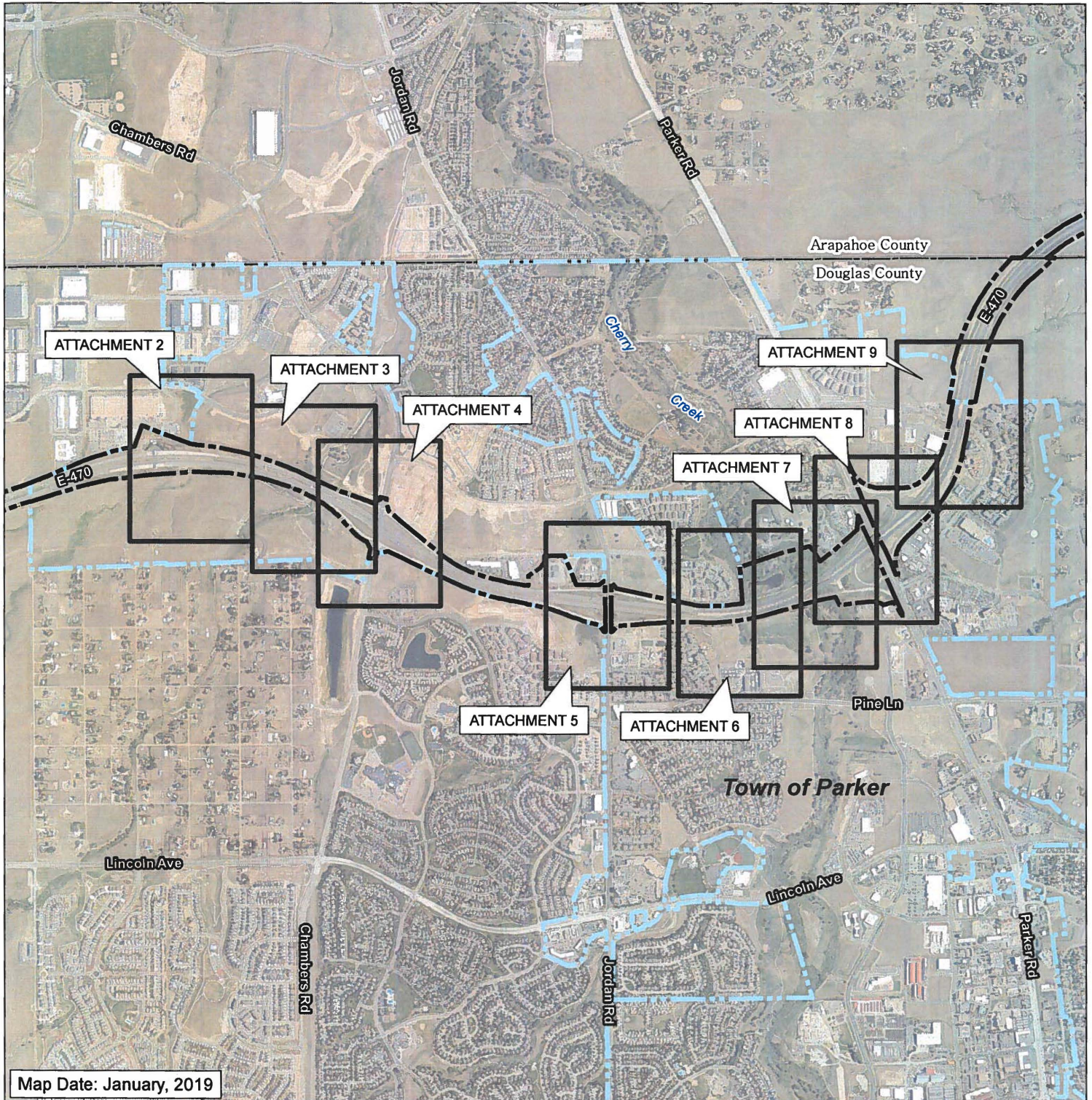
E-470 Responsibilities:

- Bridge structures including structural repairs, slope paving and expansion devices (E-470 is the owner of these parallel bridge structures)

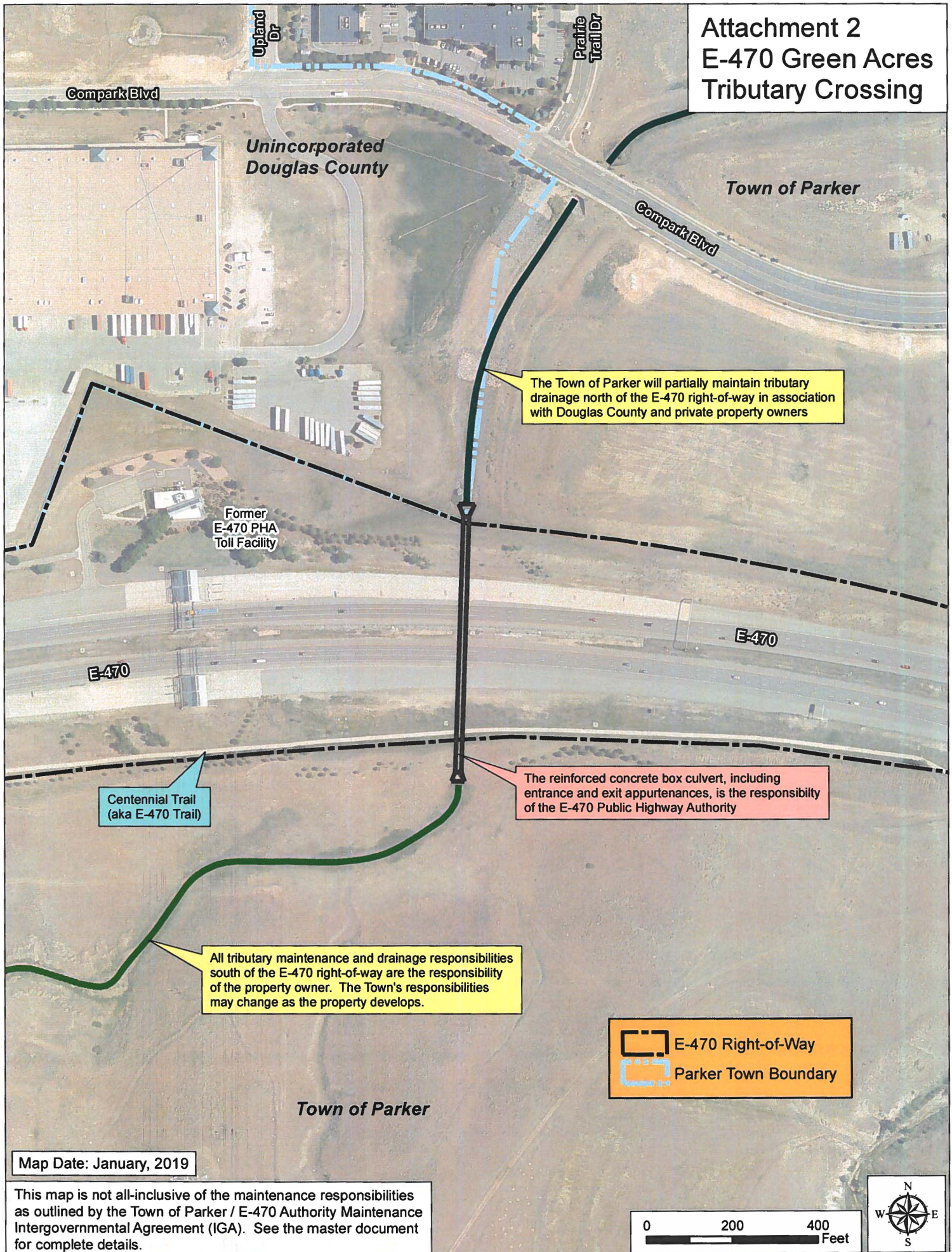
- Bridge railing and guardrail (This is located only on the E-470 mainline)
- Bridge under deck lighting
- Fencing
- Retaining wall and inlet at northeast corner of the grade separation. The retaining wall and inlet are required to handle the drainage from E-470 to the north of Cottonwood Drive.

Attachment 1

E-470 Right-of-Way Within the Town of Parker



Attachment 2 E-470 Green Acres Tributary Crossing



Attachment 3 E-470 Happy Canyon Creek Crossing

Compark Blvd

Town of Parker

E-470 Tollway Responsibilities for the E-470 Authority include, but are not limited to:

- All pavement maintenance (general and major) of E-470 Tollway mainline including all ramps
- Bridge structures; including all structural repairs, slopes, expansion devices, railings, floodlights, and underdeck lighting
- All storm drainage infrastructure and swales within E-470 ROW
- All signage, pavement markings, lighting, guardrails, and fencing on mainline and ramps

The Town of Parker will provide maintenance of the Happy Canyon Creek drainage way

The Happy Canyon Trail is maintained by the Compark Business Campus Metro District

E-470

E-470 Ramp

Happy Canyon Creek

Centennial Trail
(aka E-470 Trail)

E-470 Ramp

E-470

SEE MAP
ATTACHMENT 4

- E-470 Right-of-Way
- Happy Canyon Creek
- Trail Undercrossing
- Bridge Structure
- Parker Town Boundary

Town of Parker

Chambers Rd

Map Date: January, 2019

This map is not all-inclusive of the maintenance responsibilities as outlined by the Town of Parker / E-470 Authority Maintenance Intergovernmental Agreement (IGA). See the master document for complete details.

0 200 400 Feet



Attachment 4 Chambers Road and E-470 Interchange

-  E-470 Right-of-Way
-  Traffic Signal Pole
-  Bridge Structure
-  Chambers Rd (generalized) ROW
-  Enhanced Landscaping
-  Parker Town Boundary

Town of Parker

Cottonwood Dr

Chambers Rd

Chambers Road Responsibilities for the Town of Parker include, but are not limited to:

- All pavement maintenance outside the limits of the bridge approach slabs including reconstruction, rotomilling, repaving, crack seal, slurry chip seal and other preventative surface maintenance operations. Pavement maintenance will be limited to preventative maintenance on the bridge surface.
- Snow and ice control; pavement markings; sweeping; and mowing (adjacent to Chambers Rd only)
- Guardrails on Chambers Road
- Traffic signals (see separate 2012 IGA)
- Sidewalk routine maintenance, including on bridge deck
- Signage, excluding E-470 guidance signs

Enhanced landscaping maintained by the Compark Business Campus Metro District via a separate agreement with the E-470 PHA

SEE MAP
ATTACHMENT 3

Storm pipe maintained by
Town of Parker

E-470 Tollway Responsibilities for the E-470 Authority include, but are not limited to:

- All pavement maintenance (general and major) of E-470 Tollway mainline including all ramps
- Bridge structures; including all structural repairs, slopes, approach slabs, expansion devices, railings, floodlights, and underdeck lighting
- All storm drainage infrastructure and swales within E-470 ROW
- All signage, pavement markings, lighting, guardrails, and fencing on mainline and ramps

Centennial Trail
(aka E-470 Trail)

Storm pipe responsibilities to be determined
by E-470 Authority and Douglas County

*Unincorporated
Douglas County*

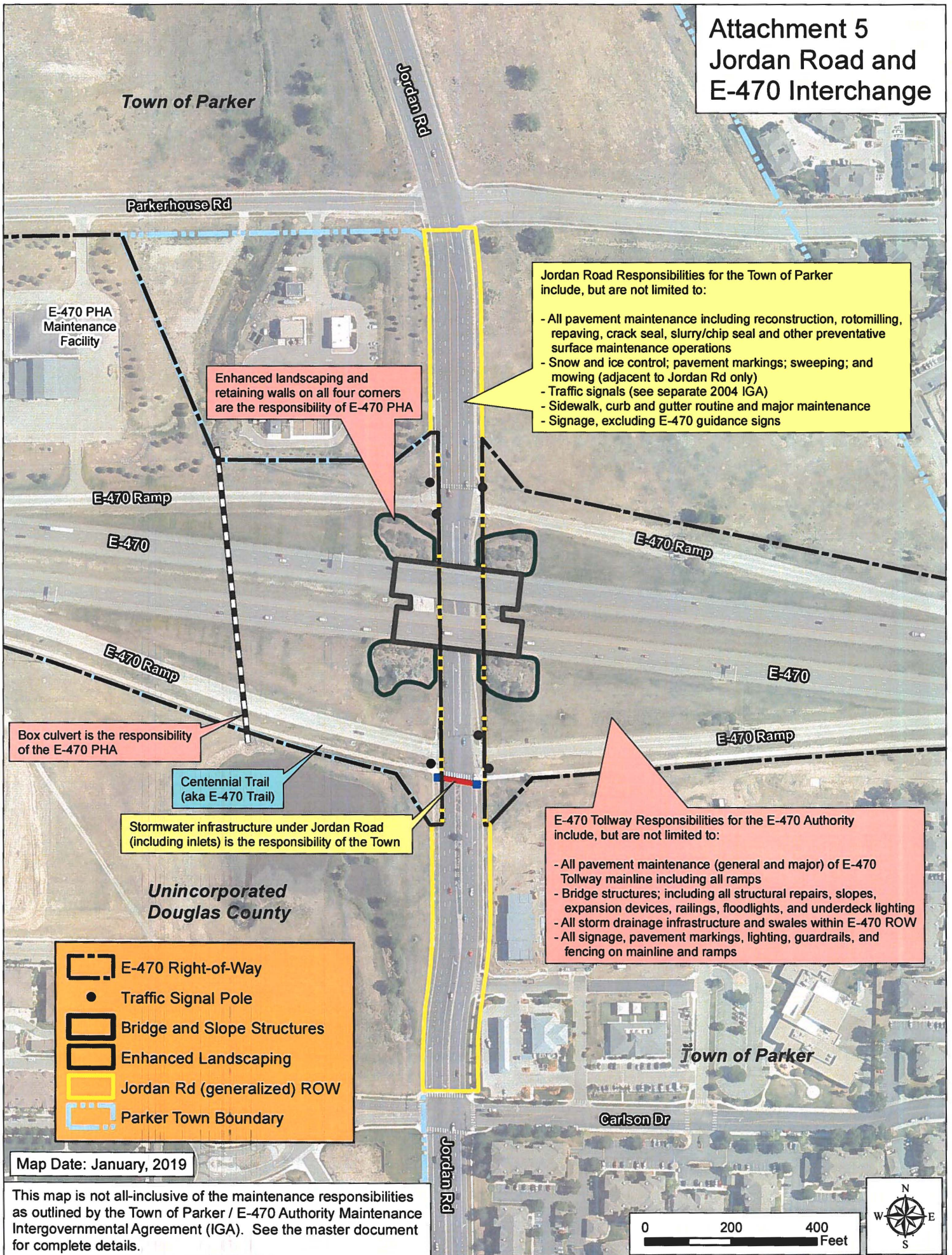
Map Date: January, 2019

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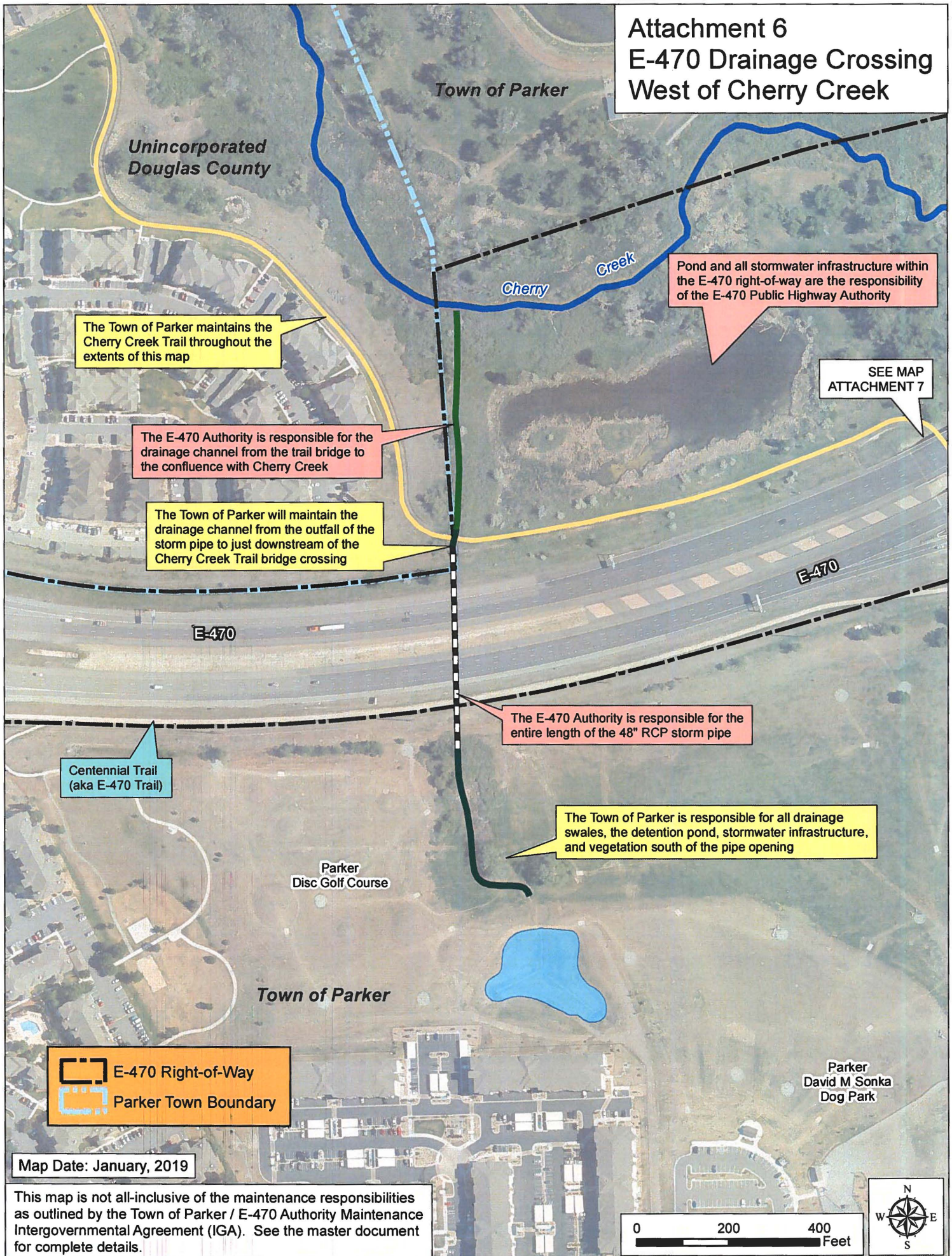
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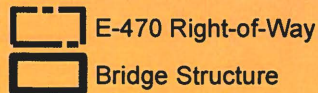
Attachment 5 Jordan Road and E-470 Interchange



Attachment 6 E-470 Drainage Crossing West of Cherry Creek



Attachment 7 E-470 Crossing of Cherry Creek



Parker Rd

SEE MAP
ATTACHMENT 8

The Town of Parker maintains the
Cherry Creek Regional Trail within the
E-470 ROW. See separate 2015 IGA.

E-470 Ramp

E-470 Tollway Responsibilities for the E-470 Authority
include, but are not limited to:

- All pavement maintenance (general and major) of E-470 Tollway mainline including all ramps
- Bridge structures; including all structural repairs, slopes, expansion devices, railings, floodlights, and underdeck lighting
- All storm drainage infrastructure and swales within E-470 ROW
- All signage, pavement markings, lighting, guardrails and fencing on mainline and ramps

Centennial Trail
(aka E-470 Trail)

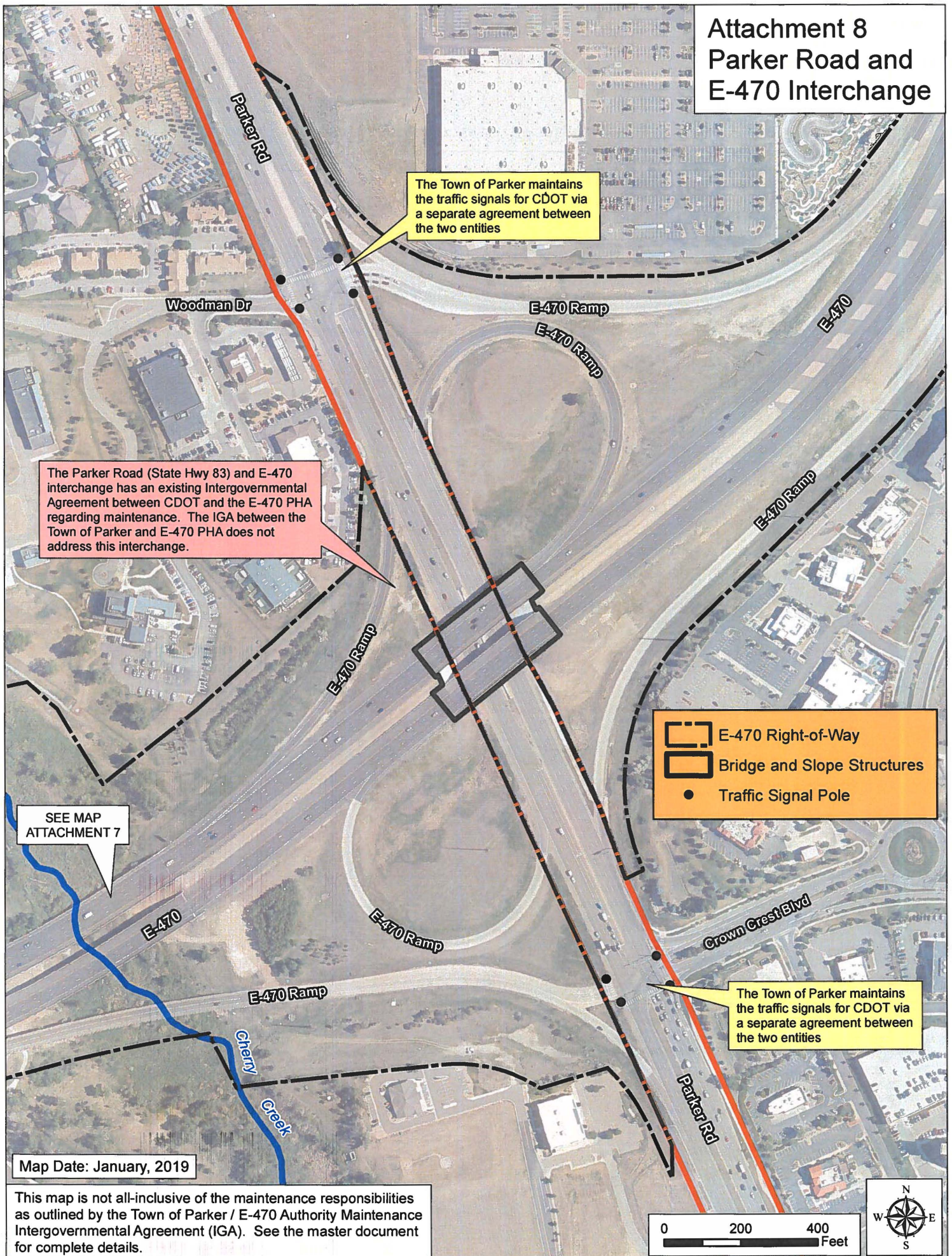
Map Date: January, 2019

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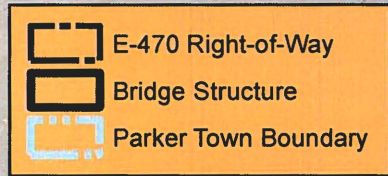
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Attachment 8 Parker Road and E-470 Interchange



Attachment 9 Cottonwood Drive at E-470 Grade Separation



Town of Parker

Unincorporated
Douglas County

City of Aurora

The stormwater infrastructure crossing under E-470 and the detention pond to the east of the E-470 ROW are the responsibility of the Town of Parker

The E-470 Authority is responsible for the stormwater channel, inlet, pipe, and retaining wall on the northeast corner

Cottonwood Drive Responsibilities for the Town of Parker through the E-470 ROW include, but are not limited to:

- All pavement maintenance including reconstruction, rotomilling, repaving, crack seal, slurry/chip seal and other preventative surface maintenance operations.
- Snow and ice control; pavement markings; and sweeping
- Signage
- Curb and gutter

E-470 Tollway Responsibilities for the E-470 Authority include, but are not limited to:

- All pavement maintenance (general and major) of E-470 Tollway mainline including all ramps
- Bridge structures; including all structural repairs, slopes, expansion devices, railings, floodlights, and underdeck lighting
- All storm drainage infrastructure and swales within E-470 ROW
- All signage, pavement markings, lighting, guardrails and fencing on mainline and ramps

Town of Parker

Map Date: January, 2019

This map is not all-inclusive of the maintenance responsibilities as outlined by the Town of Parker / E-470 Authority Maintenance Intergovernmental Agreement (IGA). See the master document for complete details.

0 200 400 Feet

