

TOWN OF PARKER COUNCIL AGENDA
May 4, 2020

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. PARKER CHAMBER OF COMMERCE UPDATES

3. DOWNTOWN BUSINESS ALLIANCE UPDATES

4. PUBLIC COMMENTS (No action will be taken on these items.) *Public Comment is an opportunity for Town residents and other interested individuals to speak about items that are NOT on the agenda. This comment period is limited to 30 minutes total time, with each individual allowed a maximum of 3 minutes to speak. You must sign up ahead of time in order to comment, and that sign up begins 30 minutes before the start of the meeting. The Council will accommodate as many speakers as possible during this time—with preference to Town residents—but if public comment extends beyond the allotted 30 minutes, Town Council will continue the comment period at the end of the meeting, prior to adjourning for those who signed up before the meeting.*

5. 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 - April 20, 2020

B. TRANSIT SHELTER AGREEMENT - Outdoor Promotions of Colorado, LLC

Department: Community Development, Mary Munekata

- C. *ORDINANCE NO. 1.539.2 - First Reading*
A Bill for an Ordinance to Adopt the 2020 Revised Budget for the Town of Parker and to Make Appropriations for Same

Department: Finance, Mary Lou Brown

Second Reading: May 18, 2020

D. *CHERRY CREEK SOUTH METROPOLITAN DISTRICTS*

Department: Town Attorney, Kristin Schledorn

Second Reading: May 18, 2020

1. *ORDINANCE NO. 9.309 - First Reading*
A Bill for an Ordinance to Approve the Intergovernmental Agreement By and Between the Town of Parker and Cherry Creek South Metropolitan District No. 4
2. *ORDINANCE NO. 9.310 - First Reading*
A Bill for an Ordinance to Approve the Intergovernmental Agreement By and Between the Town of Parker and Cherry Creek South Metropolitan District No. 5
3. *ORDINANCE NO. 9.311 - First Reading*
A Bill for an Ordinance to Approve the Intergovernmental Agreement By and Between the Town of Parker and Cherry Creek South Metropolitan District No. 6
4. *ORDINANCE NO. 9.312 - First Reading*
A Bill for an Ordinance to Approve the Intergovernmental Agreement By and Between the Town of Parker and Cherry Creek South Metropolitan District No.7
5. *ORDINANCE NO. 9.313 - First Reading*
A Bill for an Ordinance to Approve the Intergovernmental Agreement By and Between the Town of Parker and Cherry Creek South Metropolitan District No. 8
6. *ORDINANCE NO. 9.314 - First Reading*
A Bill for an Ordinance to Approve the Intergovernmental Agreement By and Between the Town of Parker and Cherry Creek South Metropolitan District No.9
7. *ORDINANCE NO. 9.315 - First Reading*
A Bill for an Ordinance to Approve the Intergovernmental Agreement By and Between the Town of Parker and Cherry Creek South Metropolitan District No.10

8. *ORDINANCE NO. 9.316 - First Reading*
A Bill for an Ordinance to Approve the Intergovernmental Agreement By and Between the Town of Parker and Cherry Creek South Metropolitan District No.11

- E. *PROCLAMATION - National Public Works Week 2020 -- May 17 - 23*

Department: Town Council

- F. *PROCLAMATION - Building Safety Month - May 2020*

Department: Town Council

6. **REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL**

7. **PUBLIC HEARINGS**

- A. **ORDINANCE NO. 1.539.2 - Second Reading (to be continued to 5/18/20)**
A Bill for an Ordinance to Adopt the 2020 Revised Budget for the Town of Parker and to Make Appropriations for Same

Department: Finance, Mary Lou Brown

- B. **ORDINANCE NO. 3.354 Second Reading**
A Bill for an Ordinance Rezoning Certain Property Within the Town of Parker, Colorado, Known as the Lot 2, Mark Six Business Subdivision Property from C-Commercial District to LI-Light Industrial District Pursuant to the Town of Parker Land Development Ordinance and Amending the Zoning Ordinance and Zoning Map to Conform Therewith

Department: Community Development, BrieAnna Simon
Trakit No.: Z18-021

8. **ORDINANCES**

- A. **ORDINANCE NO. 8.20.5 - Second Reading**
A Bill for an Ordinance to Amend Chapter 4.07 of the Parker Municipal Code Concerning Development Excise Tax

Department: Town Attorney, Kristin Schledorn
Town Administrator, Jim Cleveland

B. ORDINANCE NO. 1.352.2 - Second Reading

A Bill for an Ordinance Affirming the Passage of Emergency Ordinance No. 1.352.1, Series of 2020, A Bill for an Emergency Ordinance to Amend Section 2.01.070 of the Parker Municipal Code Concerning Emergency Meetings

Department: Town Attorney, Kristin Schledorn

9. ADJOURNMENT

Parker Town Council

Executive Session Agenda

May 4, 2020

“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. Community Development Block Grant (CDBG) Program
2. Development User Fees
3. Section 8.07.100 of the Parker Municipal Code (Unauthorized camping on public property prohibited)
4. Section 8.07.110 of the Parker Municipal Code (Sitting or lying down in the public right-of-way)

“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).”

5. Letter of Intent to Purchase the Pine Curve Property
6. My Mainstreet proposed purchase and sale of the Schoolhouse property
7. Intergovernmental Service Agreement between the Town and Parker Water and Sanitation District – Developer request for waiver
8. Chapter 1 of Title 32 of the Colorado Revised Statutes and Chapter 10.11 of the Town of Parker Municipal Code concerning the proposed service plans and intergovernmental agreements with the Cherry Creek South Metropolitan District Nos. 4-11

**TOWN OF PARKER COUNCIL
VIRTUAL MEETING
MINUTES
APRIL 20, 2020**

Mayor Mike Waid called the meeting to order at 6:08 P.M. All Councilmembers were present.

Town Attorney Jim Maloney announced that the topic for discussion in Executive Session was one (1) item under C.R.S. § 24-6-402(4)(b) which was to receive legal advice on specific legal questions concerning Section 15.14 of the Town of Parker Home Rule Charter (emergency powers).

EXECUTIVE SESSION

Renee Williams moved and John Diak seconded to go into Executive Session at 6:09 P.M. 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.

Cheryl Poage moved and Renee Williams seconded to come out of Executive Session at 6:50 P.M.

The motion was approved unanimously.

Renee Williams moved and Joshua Rivero seconded to recess the regular meeting at 6:51 P.M.

The motion was approved unanimously.

REGULAR MEETING

Mayor Waid reconvened the meeting at 7:06 P.M.

The Mayor led the Pledge of Allegiance.

SPECIAL PRESENTATIONS

There were none.

PUBLIC COMMENTS

There were none.

REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL

Town Council reported on meetings they each attended since the last meeting.

CONSENT AGENDA

- A. *APPROVAL OF MINUTES - April 6, 2020 and April 13, 2020*
- B. *ORDINANCE NO. 8.20.5 - First Reading*
A Bill for an Ordinance to Amend Chapter 4.07 of the Parker Municipal Code Concerning Development Excise Tax
 Department: Town Attorney, Kristin Schledorn
 Town Administrator, Jim Cleveland
 Second Reading: May 4, 2020
- C. *ORDINANCE NO. 3.354 First Reading*
A Bill for an Ordinance Rezoning Certain Property Within the Town of Parker, Colorado, Known as the Lot 2, Mark Six Business Subdivision Property from C-Commercial District to LI-Light Industrial District Pursuant to the Town of Parker Land Development Ordinance and Amending the Zoning Ordinance and Zoning Map to Conform Therewith
 Department: Community Development, BrieAnna Simon
 Trakit No.: Z18-021
 Second Reading: May 4, 2020
- D. *ORDINANCE NO. 1.352.2 - First Reading*
A Bill for an Ordinance Affirming the Passage of Emergency Ordinance No. 1.352.1, Series of 2020, A Bill for an Emergency Ordinance to Amend Section 2.01.070 of the Parker Municipal Code Concerning Emergency Meetings
 Department: Town Attorney, Kristin Schledorn
 Second Reading: May 4, 2020
- E. *CONTRACTS OVER \$100,000*
1. *2020 Townwide Pavement Markings - Crosswalk/Symbols Project (CIP20-010)*
 Amount: \$163,515.00
 Contractor: Colorado Barricade
 Department: Engineering/Public Works, Spencer Raish
 2. *2020 Townwide Concrete Replacement Program (CIP20-003) Contract*
 Amount: \$1,145,000.00
 Contractor: Stone and Concrete
 Department: Engineering and Public Works, John Mounier
 3. *Motsenbocker Road Shoulder Landscaping/Overlook at Cherry Creek*
 Amount: \$148,677.22
 Contractor: Consolidated Divisions, Inc. (CDI)
 Department: Engineering and Public Works, Tom Gill

4. *Dransfeldt Extension - Phase 1 - Alignment*

Amount: \$128,849.80

Contractor: RS&H

Department: Engineering/Public Works, Chris Hudson

John Diak moved and Joshua Rivero seconded to approve Consent Agenda items 5A through 5E.

A roll call vote was taken:

Joshua Rivero	- Yes
Cheryl Poage	- Yes
Jeff Toborg	- Yes
Renee Williams	- Yes
Debbie Lewis	- Yes
John Diak	- Yes

The motion was approved unanimously.

TOWN ADMINISTRATOR

The Mayor advised that this report has been published to the Town's web site.

PUBLIC HEARINGS

A. F & K SUBDIVISION, MOST OF LOT 2-PARKER ANIMAL HOSPITAL - Use by Special Review (Continued from 4/6/20)

Applicant: Omni Building Corporation for Hayes and Bigbee LLC
Location: 10225 Parker Road
Department: Community Development, Carolyn Parkinson
TRAKiT No.: Z19-025

7:17 P.M.

The subject property contains an existing business, Parker Animal Hospital, that plans to expand their facility and the services offered. The applicant has submitted a Use by Special Review (UbSR) application to obtain approval for the boarding and daycare of dogs and cats within the existing building on the property.

On March 18, 2020, the applicant voluntarily requested a continuation to the April 6, 2020 Town Council public meeting. This request was in response to the COVID-19 public health emergency.

The Planning Commission held a public hearing on the UbSR application on April 9, 2020, and made a recommendation to the Town Council to approve the UbSR.

Applicant

Owner Julie Hayes gave a brief overview of the project and stated that this project will be a great expansion and addition to Parker.

Public Comment - None

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

Joshua Rivero moved to approve the Use by Special Review to allow the boarding and daycare of dogs and cats at the site of the existing Parker Animal Hospital, subject to the five (5) conditions in the Planning Commission staff report:

1. The Use by Special Review Project Narrative and Nine (9) Criteria document submitted to the Community Development Department on March 11, 2020, shall be the approved Use by Special Review materials.
2. Operations at the facility shall comply with the Operational Information document uploaded on February 17, 2020.
3. A building permit shall be required for any interior or exterior work completed on site.
4. A Pet Animal Care Facilities Act (PACFA) license is required. The use shall be in compliance with all PACFA requirements at all times.
5. This approval shall expire twelve (12) months after the date of approval unless a grading or building permit has been issued. The Community Development Director, upon written request, may grant a ninety-(90) day extension.

Cheryl Poage seconded the motion.

A roll call vote was taken:

Joshua Rivero	- Yes
Cheryl Poage	- Yes
Jeff Toborg	- Yes
Renee Williams	- Yes
Debbie Lewis	- Yes
John Diak	- Yes

The motion was approved unanimously.

ORDINANCES

A. ORDINANCE NO. 9.308 - Second Reading

A Bill for an Ordinance to Approve the Intergovernmental Agreement By and Between the Town of Parker and Cottonwood Metropolitan District Concerning Tract C and New Fence Construction and Maintenance

Department: Engineering/Public Works, Chris Hudson

This item is for an ordinance to approve a proposed intergovernmental agreement (IGA) between the Cottonwood Metropolitan District and the Town of Parker concerning the conveyance of the Cottonwood Trailhead (Tract C - Cottonwood Filing #8) and new fence construction/maintenance adjacent to the south side of Cottonwood Drive between Cherry Creek and the Cottonwood Way intersection.

Public Comment - None

John Diak moved to approved Ordinance NO. 9.308 on second reading.

Renee Williams seconded the motion.

A roll call vote was taken:

Joshua Rivero	- Yes
Cheryl Poage	- Yes
Jeff Toborg	- Yes
Renee Williams	- Yes
Debbie Lewis	- Yes
John Diak	- Yes

The motion was approved unanimously.

The meeting was adjourned at 7:43 P.M.

Carol Baumgartner, Town Clerk

Mike Waid, Mayor



Request for Town Council Action

Date: May 4, 2020

Submitted By: Mary Munekata, Senior Planner
Bryce Matthews, Planning Manager
John Fussa, Community Development Director

Reviewed By: Michelle Kivela, Town Administrator

Title: **TRANSIT SHELTER AGREEMENT - Outdoor Promotions of Colorado, LLC**

Department: **Community Development, Mary Munekata**

EXECUTIVE SUMMARY

The Town contracted with Outdoor Promotions of Colorado, LLC ("Outdoor Promotions") in 2000 to construct and maintain transit shelters at designated bus stops located throughout the community. The contract was structured for a period of ten (10) years with two 5-year extensions. The contract and all subsequent renewals and extensions will expire on May 31, 2020.

Outdoor Promotions has performed in a satisfactory manner and fulfilled the obligations of the current contract. This includes working successfully with the Town to manage the existing 21 transit shelters at designated bus stops.

Town Council provided staff with direction at their February 24, 2020 Study Session to move forward with negotiating a new agreement with Outdoor Promotions. This new contract will maintain the continuity of service for Parker residents who utilize designated bus stops for transit service.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

In March 2000, the Town contracted with Outdoor Promotions to build and maintain transit shelters at designated bus stops located throughout the community.

The current contract, with previously granted extensions, would have expired as of February 29, 2020. The Town Council granted a temporary 30-day contract extension at their February 18, 2020 regular meeting to maintain this important community benefit and continuity of service. That extension allowed staff to update Council about the contract status at the February 24, 2020 Study Session. The Council directed staff to proceed with negotiating a new agreement with Outdoor Promotions. A second temporary extension was granted by Council at the March 16, 2020 regular meeting in order for staff to complete negotiations with the Outdoor Promotions.

The agreement with Outdoor Promotions provides three (3) major benefits:

1. Outdoor Promotions constructs and installs the shelters on Town right-of-way at no cost to the Town;
2. Outdoor Promotions maintains and repairs the shelters at no cost to the Town; and
3. Outdoor Promotions provides the Town with monthly revenue generated from the sale of advertising on the shelters.

The new agreement will remain substantially the same as the prior one, but incorporates minor updates. These include an initial term of 5-years with three (3) 5-year renewal options. The agreement will also update the requirement for additional transit shelters and continue the revenue share from advertising back to the Town.

The existing infrastructure, including transit shelters, is already in place ensuring a seamless transition and continued service without disruption.

FINANCIAL IMPACT

Positive, the Town receives monthly revenue from Outdoor Promotions of Colorado, LLC.

STRATEGIC GOAL(S)



PROMOTE A SAFE AND
HEALTHY COMMUNITY



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH

ATTACHMENTS

1. Outdoor Promotions Transit Shelter Agreement

RECOMMENDED MOTION

I move to approve the staff recommendation, as a part of the consent agenda.

AGREEMENT FOR PROFESSIONAL SERVICES
Outdoor Promotions of Colorado, LLC

THIS AGREEMENT is made and entered into this ____ day of _____, 2020, by and between the Town of Parker, a Colorado home rule municipality (the "Town"), and Outdoor Promotions of Colorado, LLC, a Colorado limited liability company (the "Consultant").

RECITALS:

A. The Town requires professional services for illuminated Transit Shelter installation and maintenance (the "Project").

B. Consultant has held itself out to the Town as having the requisite expertise and experience to perform the required services for the Project.

NOW, THEREFORE, it is hereby agreed, for the consideration hereinafter set forth, that Consultant shall provide to the Town professional consulting services for the Project.

I. SCOPE OF SERVICES

Consultant shall furnish all labor and materials to perform the services required for the complete and prompt execution and performance of all duties, obligations and responsibilities for the Project, which are described or reasonably implied from Section 1 of Exhibit A, which is attached hereto and incorporated herein by this reference.

II. INCORPORATED DOCUMENTS

The following documents are incorporated herein by reference and made a part of this Agreement: N/A.

In the event of any conflicts between this Agreement and any referenced or attached documents, this Agreement shall control.

III. THE TOWN'S OBLIGATIONS/CONFIDENTIALITY

This paragraph is intentionally left blank.

IV. OWNERSHIP OF INSTRUMENTS OF SERVICE

This paragraph is intentionally left blank.

V. COMPENSATION

A. In consideration for the completion of the services specified herein by Consultant, the Consultant shall pay the Town a monthly fee of in the amount of fifteen percent (15%) of the gross revenues collected from advertising on the shelters ("Gross Revenue"). Gross Revenue is the total amount of gross advertising sales prior to any deductions. Payments to the Town shall be remitted monthly, within fifteen (15) days of the end of the preceding month. A monthly report of Gross Revenue shall be provided to the Town with each payment.

B. The Town has the right to ask for clarification on any Consultant payment after receipt of the payment by the Town.

C. The Town reserves the right to renegotiate compensation prior to each extension to this Agreement.

VI. NONAPPROPRIATION

This paragraph is intentionally left blank.

VII. COMMENCEMENT AND COMPLETION OF SERVICES

As of the date of this Agreement, Consultant shall commence services on all its obligations as set forth in the Scope of Services outlined in Section 1 of Exhibit A. The initial term of this Agreement shall be May 5, 2020 through May 31, 2025, at which time the Town shall have the option to renew the Agreement for three (3) additional five-year terms under the same terms and conditions of the initial term of this Agreement by issuance of an Extension Letter. Continuation of the Agreement beyond the initial term is a Town prerogative and not a right of the Consultant and will be exercised only when such continuation is clearly in the best interest of the Town.

VIII. CHANGES IN SCOPE OF SERVICES

A change in the Scope of Services shall constitute a material change or amendment of services which is different from or additional to the Scope of Services specified in Section I of this Agreement. No such change, including any additional compensation, shall be effective or paid, unless authorized by written amendment executed by the Town. If Consultant proceeds without such written authorization, then Consultant shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee or representative of the Town shall have the authority to enter into any changes or modifications, either directly or implied by a course of action, relating to the terms and scope of this Agreement.

IX. PROFESSIONAL RESPONSIBILITY

A. Consultant hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, as required by law.

B. The services performed by Consultant shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of services in the applicable community.

C. Consultant shall be responsible for the professional quality, technical accuracy, timely completion of the Project, and other services furnished by Consultant under this Agreement. Consultant shall, without additional compensation, correct or resolve any errors or deficiencies in the services provided under this Agreement, which fall below the standard of professional practice.

D. Any approval by the Town related to the Project shall not in any way relieve Consultant of responsibility for technical adequacy of the services. Neither the Town's review,

approval or acceptance of any of the services shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Consultant shall be and remain liable in accordance with applicable performance of any of the services furnished under this Agreement.

E. The rights and remedies of the Town provided for under this Agreement are in addition to any other rights and remedies provided by law.

X. COMPLIANCE WITH LAW

The services to be performed by Consultant hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

XI. TOWN OF PARKER BUSINESS LICENSE

The Consultant agrees to obtain and maintain in good standing a Town of Parker Business License throughout the term of this Agreement, as well as any extensions issued under this Agreement.

XII. INDEMNIFICATION

A. Indemnification – General. The Consultant shall, to the fullest extent permitted by law, defend, indemnify and hold harmless the Town, its mayor and town council, officials, officers, directors, and employees, from and against all liability, claims, demands, suits, actions or proceedings of any kind that are not the result of or directly related to the performance of professional services, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, which arise out of or are in any manner connected with this Agreement, including workers' compensation claims, in any way resulting from or arising from the services rendered by the Consultant, its employees, agents or subconsultants, or others for whom the Consultant is legally liable, under this Agreement; provided, however, that the Consultant need not indemnify or save harmless the Town, its mayor and town council, its officers, agents and employees, from damages resulting from the negligence of the Town's mayor and town council, officials, officers, directors, agents, and their insurers, and employees. The Town cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the Consultant or any other person or entity whatsoever, for any purpose whatsoever.

B. Indemnification for Professional Services. The Consultant shall, to the fullest extent permitted by law, indemnify and hold harmless the Town, its mayor and town council, and any of its officials, officers, directors, agents, and their insurers, and employees, from and against damages, liability, losses, costs and expenses, including reasonable attorneys fees, but only to the extent caused by or arising out of the negligent acts, errors or omissions of the Consultant, its employees, agents or subconsultants, or others for whom the Consultant is legally liable, in the performance of professional services under this Agreement. The Consultant is not obligated to indemnify or hold harmless the Town for the negligent acts of the Town, its mayor or town council, or any of its officials, officers, directors, agents and employees.

C. Indemnification – Costs. The Consultant shall, to the extent provided by Paragraph A above, investigate, handle, respond to, and provide defense for and defend against, any such liability, claims or demands at the sole expense of the Consultant or, at the option of the Town, agrees to pay the Town or reimburse the Town for the defense costs incurred by the Town in connection with any such liability, claims or demands. The Consultant shall, to the extent provided by Paragraph A above, bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims or demands alleged are groundless, false or fraudulent. If it is determined by the final judgment of a court of any competent jurisdiction that such injury, loss or damage was caused in whole or in part by the act, omission or other fault of the Town, its mayor and town council, officials, officers, directors, agents and employees, the Town shall reimburse the Consultant for the portion of the judgment attributable to such act, omission or other fault of the Town, its mayor and town council, officials, officers, directors, agents and employees.

XIII. INSURANCE

A. The Consultant agrees to procure and maintain, during the life of this Agreement, a policy or policies of insurance against all liability, claims, demands and other obligations assumed by the Consultant, pursuant to Section XII. Indemnification, above. Such insurance shall be in addition to any other insurance requirements imposed by this Agreement or by law. The Consultant shall not be relieved of any liability, claims, demands or other obligations assumed pursuant to Section XII. Indemnification, above, by reason of its failure to procure or maintain, during the life of this Agreement, insurance in sufficient amounts, durations or types.

B. The Consultant shall procure and maintain, during the life of this Agreement, for itself and any subconsultant, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the Town. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by the Consultant, pursuant to Section XII. Indemnification, above. In the case of a claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Notwithstanding the foregoing, when the Consultant requires a subconsultant to obtain insurance coverage, the types and minimum limits of this coverage may be different than those required, as stated herein for the Consultant, as determined by the Risk Manager.

1. Workers' Compensation Insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of services under this Agreement, and Employer's Liability Insurance with minimum limits of Five Hundred Thousand Dollars (\$500,000) each accident, Five Hundred Thousand Dollars (\$500,000) disease-policy limit, and Five Hundred Thousand Dollars (\$500,000) disease-each employee. If any work on the Project is sublet, the Consultant shall require each of its subconsultants to provide similar coverage for all of the subconsultant's employees to be engaged in such work, except as otherwise determined by the Risk Manager. Evidence of qualified self-insured status may be substituted for the workers' compensation requirements of this Paragraph. Waiver of Workers' Compensation Insurance, **if required**, is addressed in Section 5 of Exhibit A.

2. Commercial General Liability Insurance to be written with a limit of liability of not less than One Million Dollars (\$1,000,000) for all damages arising out of bodily injury, personal injury (including coverage for employee and contractual acts), including death, at any time resulting therefrom, arising out of any one occurrence, and not less than Two Million Dollars (\$2,000,000) general aggregate for all damages arising out of bodily injury, including death, at any time resulting therefrom, during the policy period. This policy shall also include coverage for blanket contractual and independent contractor risks.

The limits of Commercial General Liability Insurance for broad-form property damage (including products and completed operations) shall be not less than One Million Dollars (\$1,000,000) for all damages arising out of injury to or destruction of property in any one occurrence, and not less than Two Million Dollars (\$2,000,000) for all damages arising out of injury to or destruction of property, including the Town's property, during the policy period. The policy shall contain a severability of interests provision.

3. The policy required by Paragraph 2. above shall be endorsed to include the Town, its officers, employees and consultants as additional insureds. Every policy required above shall be primary insurance, with the exception of Workers' Compensation, and any insurance carried by the Town, its officers, its employees or its consultants shall be excess and not contributory insurance to that provided by the Consultant. No additional insured endorsement to the policy required by Paragraph 2. above shall contain any exclusion for bodily injury or property damage arising from completed operations. The Consultant shall be solely responsible for any deductible losses under any policy required above.

4. The certificate of insurance provided by the Consultant shall be completed by the Consultant's insurance agent as evidence that policies providing the required coverages, conditions and minimum limits are in full force and effect, and **shall be reviewed and approved by the Town prior to commencement of the Agreement.** No other form of certificate shall be used. The certificate shall identify this Agreement and the coverages afforded under the policies. **The certificate of insurance must be on file with the Town thirty (30) days prior to commencement of the Agreement.** The completed certificate of insurance shall be sent to:

Town of Parker
Attn: Risk Manager
20120 East Mainstreet
Parker, Colorado 80138

5. It is the affirmative obligation of the Consultant to notify the Town's Risk Manager, as provided in this Agreement, including faxing (fax no. 303-841-4814) or e-mailing (sbedard@parkeronline.org) a copy of the notice to the Risk Manager, within two (2) business days of the cancellation or substantive change to any insurance policy required under this Agreement, and failure to do so shall constitute a breach of this Agreement.

6. Failure on the part of the Consultant to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a

material breach of contract upon which the Town may immediately terminate this Agreement or, at its discretion, the Town may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the Town shall be repaid by Consultant to the Town upon demand, or the Town may offset the cost of the premiums against any monies due to Consultant from the Town.

7. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

8. The parties hereto understand and agree that the Town, its officers and employees, are relying on and do not waive or intend to waive by any provision of this Agreement the monetary limitations (presently Three Hundred Eighty-Seven Thousand Dollars (\$387,000) for any injury to one person in any single occurrence, and One Million Ninety-Three Thousand Dollars (\$1,093,000) for any injury to two or more persons in any single occurrence; except that, in such instance, no person may recover in excess of Three Hundred Eighty-Seven Thousand Dollars (\$387,000)), which amounts shall be adjusted by an amount reflecting the percentage change over a four-year period in the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index for Denver-Boulder-Greeley, All Items, All Urban Consumers, or its successor index, or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as from time to time amended, or otherwise available to the Town, its officers or employees.

9. Professional Liability Insurance, Protective Liability and Property Damage Insurance, **if required**, are addressed in Section 5 of Exhibit A.

XIV. NONASSIGNABILITY

Neither this Agreement nor any of the rights or obligations of the parties hereto shall be assigned by either party without the written consent of the other.

XV. REMEDIES

If Consultant shall fail to perform any of its obligations hereunder for any reason other than the Town's default hereunder, and Consultant's failure to perform is not cured within thirty (30) business days following written notice from Town describing in reasonable detail the default hereunder, the Town shall have the right to terminate this Agreement and the Town's remedy shall be limited to damages for breach of contract. The foregoing limitations shall not apply with respect to Consultant's indemnity obligations under this Agreement that survive termination, as to which the Town shall have all remedies available at law or in equity.

XVI. CONFLICT OF INTEREST

The Consultant shall disclose any personal or private interest related to property or business within the Town. Upon disclosure of any such personal or private interest, the Town shall determine if the interest constitutes a conflict of interest. If the Town determines that a

conflict of interest exists, the Town may treat such conflict of interest as a default and terminate this Agreement.

The Consultant shall refrain from providing services to other persons, firms or entities that would create a conflict of interest for Consultant with regard to providing services pursuant to this Agreement.

The Consultant shall not offer or provide anything of benefit to any Town official or employee that would place the official or employee in a position of violating the public trust in violation of Colorado Constitution Article XXIX, C.R.S. § 24-18-109, as amended.

XVII. VENUE

This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the County of Douglas, State of Colorado.

XVIII. INDEPENDENT CONTRACTOR

Consultant is an independent contractor. Notwithstanding any provision appearing in this Agreement, all personnel assigned by Consultant to perform services under the terms of this Agreement shall be, and remain at all times, employees or agents of Consultant for all purposes. Consultant shall make no representation that it is the employee of the Town for any purposes.

IX. NO WAIVER

Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligations of this Agreement.

XX. NONDISCRIMINATION

Consultant will take affirmative action to not discriminate against any employee, applicant or subconsultant for employment because of race, creed, color, national origin, gender or handicap, if otherwise qualified.

XXI. ENTIRE AGREEMENT

This Agreement, along with the attached Exhibit A, is the entire Agreement between Consultant and the Town, superseding all prior oral or written communications. None of the provisions of this Agreement may be amended, modified or changed, except as specified herein.

XXII. NOTICE

Any notice or communication between Consultant and the Town which may be required, or which may be given, under the terms of this Agreement shall be in writing, and shall be deemed to have been sufficiently given when directly presented or sent pre-paid, first class United States mail. (See Exhibit A, Section 6, for addresses.)

XXIII. SPECIAL PROVISIONS REQUIRED BY C.R.S. § 8-17.5-102

For purposes of the Special Provisions, the Consultant shall be referred to as the "Contractor."

A. Certification. By entering into this Agreement, Contractor hereby confirms that, at the time of this certification, it does not knowingly employ or contract with an illegal alien to perform work under this Agreement and that Contractor has participated or attempted to participate in the E-Verify Program administered by the U.S. Department of Homeland Security (the "E-Verify Program") or the employment verification program administered by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)(c) (the "Department Program") in order to verify that it does not employ any illegal aliens.

B. Prohibited Acts. Contractor shall not:

1. Knowingly employ or contract with an illegal alien to perform work under this Agreement; or

2. Enter into a contract with a subcontractor who fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

C. Confirmation.

1. Contractor has confirmed through participation in either the E-Verify Program or the Department Program that Contractor does not employ any illegal aliens. If the Contractor chooses to use the Department Program the Contractor shall comply with all applicable requirements of C.R.S. § 8-17.5-102(5)(c) and complete and submit a "Notice of Participation in the Department Program for Public Contracts for Services" to the Colorado Department of Labor and Employment ("CDLE") and distribute said notice to the Town. Pursuant to C.R.S. § 8-17.5-102(c)(II), Contractor hereby agrees that within twenty (20) days after hiring an employee who is newly hired to perform work under this Agreement, Contractor shall affirm that it has examined the legal work status of such employee, retained file copies of the documents required by 8 U.S.C. § 1324a, and has not altered or falsified the identification documents for such employee. Such affirmation shall be provided to CDLE and the Town.

2. Contractor shall not use E-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

3. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Contractor shall:

i. Notify the subcontractor and the Town within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

ii. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph i. hereof, the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if, during such three (3) days, the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

D. Duty to Comply with Investigations. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5) to ensure that Contractor is complying with the terms of this Agreement.

IN WITNESS WHEREOF, this Agreement is executed by the parties hereto as of the date first written above.

TOWN OF PARKER, COLORADO

By: _____
Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

Town Attorney's Office

APPROVED AS TO FORM AND SUFFICIENCY
AS TO SECTIONS XII AND XIII:

Steve A. Bedard, Risk Manager

**CONSULTANT: OUTDOOR
PROMOTIONS OF COLORADO, LLC**

By: _____

[Print name/title]

EXHIBIT A to Agreement between the Town and Outdoor Promotions of Colorado, LLC.

Project Name: Transit Shelters

1. Scope of Services. The Consultant hereby agrees to and accepts responsibility to perform the following services:

1. Basic Services. The Consultant shall furnish, install, repair and maintain safe, clean and attractive illuminated transit shelters with revenue generating advertisements in compliance with this Agreement. In connection therewith, the Consultant shall provide all materials, supplies, equipment, services and personnel at its sole cost and expense without any cost or expense to the Town. All new transit shelters shall: (i) be installed within one hundred twenty (120) days after the Town has issued the applicable permits and licenses with respect to such shelter; (ii) contain lighting, if requested by the Town in accordance with Exhibit A, Section 7. Special Conditions, whether hardwired, electric, or solar panels, to illuminate the inner area of each shelter from dusk to dawn; and (iii) be equipped with one bench and one trash receptacle to be emptied on a regular basis by the Consultant. The design of such shelters shall be submitted to and approved by the Town Council prior to construction and shall conform to all applicable OSHA, State of Colorado, and Federal safety requirements and any local ordinances. The Consultant shall furnish and pay all charges for electrical connections and electricity used and supplied to the transit shelters. The Consultant may subcontract for project management, site preparation, installation and maintenance of the transit shelters. The names of such subcontractors shall be provided to the Town upon request. The Consultant shall also have the right of first refusal to install and maintain additional transit shelters within the Town beyond those provided in the current Transit Shelter Program.

2. Maintenance. The transit shelters shall be maintained at least twice weekly with such maintenance to include sweeping, cleaning, emptying trash receptacles, removing graffiti, litter and debris and steam cleaning sidewalks at least twice yearly, at no cost to the Town. Snow removal shall be the responsibility of the Consultant and shall be in compliance with Section 10.01.020 of the Town's Municipal Code.

3. Repair and Replacement. The Consultant shall at its own cost and within seven (7) days of receipt of notification thereof from the Town, repair or replace any damaged or defaced shelters or individual parts thereof. The Consultant will be responsible for retrofitting any shelters if required by updates to local, state or federal requirements.

4. Provision of Additional Shelters. The Consultant shall construct a minimum of seven (7) additional shelters, at locations mutually agreed upon, to be completed within the term of the Agreement, including extensions. The Consultant shall erect each shelter within 6 months (180 days) of notification of the Town.

5. Advertising. Each transit shelter installed by the Consultant shall contain three panels, two of which shall contain space for advertising displays measuring no more than 48" wide and 72" high, either placed back-to-back or positioned to form a triangular display. In certain limited locations where visibility of an advertising panel from an adjacent public right-of-way may be an issue, the Consultant may request approval of a variation of design on a site-specific basis, which approval is subject to the sole discretion of the Town. The varied transit shelter design shall contain three (3) panes, two (2) of which shall contain space for advertising displays measuring no

more than forty-eight inches (48") wide and seventy-two inches (72") high. These two (2) panels shall be located on opposite ends of the transit shelter structure, each facing oncoming traffic at a thirty degree (30°) or greater angle from the adjacent public right-of-way. Such displays shall be used solely for advertising materials and public service announcements. The Consultant shall use its best reasonable efforts to obtain revenue generating advertisements for the two (2) advertising display panels on each transit shelter, except where the Town has the right to utilize a panel for public service announcements. Except with respect to the monthly fee payable to the Town pursuant to Article V hereof, the Consultant shall have the right to retain all revenues generated from the advertising displays on all transit shelters. Under no circumstances shall any advertising display contain indecent or vulgar pictures, graphics or language, or include advertising for any medical use of marijuana, personal use of marijuana, alcohol or tobacco products. The Consultant further agrees not to display advertising relating to contraception, pornography, politics or religion. The Consultant agrees to remove within forty-eight (48) hours after its receipt of the Town's written notification requesting such removal, any advertisements which the Town in its reasonable discretion deems to be offensive, or in conflict with the Town's health, safety and welfare concerns. In the event that the Consultant fails to remove such advertisements within such 48-hour period, the Town may remove the materials at the Consultant's sole cost and expense.

6. Location of Transit Shelters. The Consultant shall erect transit shelters at those locations that are mutually agreed upon by the Town and the Consultant. All transit shelters shall be erected on public rights-of-way and shall be subject to all rules, regulations and ordinances governing the use of such rights-of-way. Prior to erecting any such shelters at any locations, The Consultant shall secure any necessary approval and/or zoning variance that may be required from any governmental entity.

7. ADA Compliance. The Consultant shall provide shelters that comply with the Americans with Disabilities Act (ADA) and any amendments thereto. The Consultant will be responsible for retrofitting any shelters if required by updates to local, state or federal requirements.

8. Town's Responsibilities. The Town shall provide the Consultant with all available information which is relevant to the Transit Shelter Program together with the necessary guidance and direction to achieve the Transit Shelter Program objectives. In consideration for the public use of the transit shelters at no cost to the Town, the Town hereby waives all permit fees for the transit shelters covered by this Agreement. Provided that each transit shelter complies fully with the provisions of this Agreement and all applicable provisions of the Parker Municipal Code, all necessary permits for the installation and/or maintenance of the transit shelters shall be granted by the Town. The process for obtaining such permits shall be expedited by the Town.

9. Removal of Shelters. The Consultant shall within ninety (90) days after receipt of written notice from the Town remove any transit shelters which are located at discontinued bus stop sites. Additionally, the Consultant shall relocate any transit shelters within thirty (30) days after its receipt of a written request to do so by the Town as a result of redevelopment, traffic hazards or changes in bus routes. Any such relocation of a transit shelter shall be to a location mutually agreeable to both parties. The Consultant shall also have the right to remove any transit shelters upon thirty (30) days' written notice thereof to the Town in the event that any municipality, state, federal or other governmental authority hereafter imposes any rules, regulations or laws

which the Consultant determines to have the effect of materially diminishing the value of such transit shelter for advertising purposes.

In the event of any conflicts between this Agreement and any referenced solicitation documents, this Agreement shall control.

2. Time of Performance. The services of the Consultant shall commence (choose one):

- ☒ As of the date of this Agreement.
- ☐ As specified in a Notice to Proceed to be provided by the Town.
- ☐ As of the following date: .

The services of the Consultant shall be completed, or shall end, by May 31, 2025, at which time the Town shall have the option to renew the Agreement for three additional five-year terms under the same terms and conditions of the original Agreement by issuance of an Extension Letter.

3. Compensation. The Consultant agrees to compensate the Town for the performance of services detailed in Section 1 above, Scope of Services, as follows (choose one):

- ☐ Lump sum due upon completion: .
- ☐ Hourly rate of (to be billed monthly).
- ☒ Other: In consideration for the completion of the services specified herein by Consultant, the Consultant shall pay the Town a monthly fee in the amount of 15% of the Gross Revenue collected from advertising on the shelters. Payments to the Town shall be remitted monthly, within fifteen (15) days of the end of the preceding month. A monthly report of Gross Revenue shall be provided to the Town with each payment.

It is expressly understood and agreed that the total compensation to be paid to the Consultant under this Agreement shall not exceed N/A.

4. Notices of Termination. Notices of termination shall be given at least thirty (30) days before the effective date of termination.

5. Additional Insurance Requirements.

Professional Liability and Protective Liability and Property Damage. Check boxes for Architects and Engineers only.

☐

Professional Liability Insurance is required. The required minimum limits of One Million Dollars (\$1,000,000) each claim and Two Million Dollars (\$2,000,000) annual aggregate, and Consultant shall maintain such coverage for at least three (3) years from the termination of this Agreement.

☐ Protective Liability and Property Damage Insurance covering the liability of the Town, including any employee, officer or agent of the Town, with respect to all operations under the Agreement by the Consultant or his subcontractors, shall be procured and maintained during the life of the Agreement. The limits of the Town's Protective Liability Policy, to be provided by the Consultant, as described in Section XII sub-section B, shall be increased to the same limits, as described in Section XII sub-section B item 2, for the Consultant's Commercial General Liability Insurance.

Waiver of Workers' Compensation Insurance Requirements. Check box for Sole Proprietors only.

☐ A Waiver of Workers' Compensation Insurance is required only when a Consultant is a Sole Proprietor and has no employees. This form must be requested from Legal.

6. Addresses for Notices. The addresses for Notices are as follows:

To the Town: Town of Parker
 Attn: Community Development – Planning
 20120 E. Mainstreet
 Parker, Colorado 80138

and (send to both)

To the Consultant: Outdoor Promotions of Colorado, LLC
 Attn: Melissa Ferris
 5100 South College Avenue, Suite A
 Fort Collins, Colorado 80525

7. Special Conditions.

☐ No special conditions

☒ Special Conditions are as follows:

CLEAN UP AFTER INSTALLATION OR REMOVAL IS COMPLETED: At completion of each install or removal of a Transit Shelter, the Consultant or any subcontractor of the Consultant shall thoroughly clean up all areas of all unusable materials and debris where work has been involved as mutually agreed with the Town's Project Manager.

TRANSIT SHELTER SHALL BE MOST RECENT MODEL AVAILABLE: The Transit Shelters being installed by the Consultant shall be the most recent model available. Any components which are required in accordance with the Scope of Services described in Section I shall be considered standard equipment for purposes of this Agreement. The Transit Shelter shall conform to all applicable OSHA, State of Colorado, and Federal safety requirements. All components, including but not limited to assists, wiring, accessory mounting, parts, connectors and adjustments, are to be in accordance with current SAE standards and recommended practices. The engineering, materials and workmanship shall exhibit a high level of quality and appearance consistent with, or exceeding, industry standards.

LIMITED CONTRACT EXTENSION TO MAINTAIN SERVICE LEVELS: It is hereby agreed and understood that the awarded contract may be extended for an additional sixty-day transitional period after the contract is scheduled for termination and after any option years have been exercised. During this transitional period, the Consultant agrees to continue the same level of service to the Town at the same percentages while a new contract, also in force, is being mobilized. The Consultant agrees to retain its Transit Shelters at the designated Town premise(s) for an additional sixty calendar days after the termination of the contract, at which time the Transit Shelters shall be removed from the premise(s).

ADDITIONAL PROVISIONS FOR ILLUMINATION OF SHELTERS: The Town reserves the right to request illuminated shelters at any shelter location deemed appropriate by the Town. The Town will not ask the Consultant to retrofit any of the currently installed transit shelters with illumination from the start of the Agreement term through December 31, 2020. The cost for installation of such illumination (solar or hardwired) shall be shared equally between the Town and the Consultant. The Town's shared portion may be paid at time of completion of the lighting or by a reduction in the monthly advertising share back to the Town over a three-month period, (For example, if the cost for solar is \$2,500, the Town's portion of \$1,250 could be paid through a reduction of \$417/month for three months on the revenue share back.) If the Consultant decides to light any shelter signage, the shelter space must also be illuminated, using a separate lighting source. The Town shall not be responsible for the additional cost of such lighting.



Request for Town Council Action

Date: May 4, 2020

Submitted By: Mary Lou Brown, Finance Director

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 1.539.2 - First Reading**
A Bill for an Ordinance to Adopt the 2020 Revised Budget for the Town of Parker and to Make Appropriations for Same

Department: Finance, Mary Lou Brown
Second Reading: May 18, 2020

EXECUTIVE SUMMARY

The General Fund, along with several other Funds, are highly dependent upon sales tax revenue. The responses to the COVID-19 virus, along with the high probability of a recession and unemployment, will also impact the Town's sales tax revenue. In addition, the Town will incur expenses related to the COVID-19 virus that were not anticipated in the 2020 Budget and may, or may not, be partially reimbursed by FEMA. The attached budget adjustments address the decline in revenue and increase in expenses related to the virus.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

A total of nine of the Town's Funds are impacted by the forecasted drop in sales and other tax revenues. The Town went through two budget adjustment exercises in 2018 and has maintained tight control over expense growth in the following two years. This made the implementation of further budget reductions in response to the COVID-19 virus very difficult to identify and implement.

A common approach to discretionary funds and personnel expense was applied to each Fund, as appropriate. Several of the Funds listed below do not have personnel; those that do are all incorporating the impact of employee furlough days, limited hiring for open positions and workforce reductions.

The following are highlights for each of the Funds:

General Fund: Total revenues are forecasted to drop up to \$13 million which equates to a 25% reduction to total revenues. The offset to the revenue decline is derived from three different areas - 1) use of cash reserves of \$6 million; 2) transfers from two funds of \$4 million to offset the provision of law enforcement services and capital expenditures; and 3) reduction in net expenses of \$3 million. The change in expenditures includes an increase for COVID-19 related expenses of \$1 million and a decrease of other expenses of \$4 million. Community impacting reductions include digital delivery only of Talk of the Town, reduced number and/or footprint of community events such as Stars and Stripes, Holiday Tree Lighting, etc., fewer street resurfacing projects, holiday lighting scaled back, reduced economic development incentives and limited replacement of plantings throughout the season. Internal impacting reductions include discretionary and personnel-related reductions. New projects for the year have also been rolled back.

Parks and Recreation Fund: Sales tax is forecast to drop \$2.4 million in this Fund and cash reserves will be used to offset the majority of that amount. The transfer to the Recreation Fund will be reduced \$0.2 million.

Cultural Fund: Revenue has been impacted \$0.6 million by the closure of facilities and the expectation there will be a change in how events are offered in the future. To offset this reduction, the following changes will occur: digital-only version of the season brochure; Discovery Park concerts cancelled; budget for national touring acts reduced; expense reductions related to the closure; and the discretionary and personnel-related reductions.

Recreation Fund: Revenue will be reduced \$1.2 million to reflect the impacts of the closure along with program-delivery changes going forward. Expense reductions of \$1.1 million include digital-only program brochure; reduced number of part-time staff that may impact hours of operation and/or swim lesson availability; shortened H2O'Brien Pool season; reduced number of third-party services for camps; expense reductions related to the closure; and the discretionary and personnel-related reductions.

Capital Renewal and Replacement Reserve Fund: Expense will increase due to a transfer to the General Fund to offset some streets repair and maintenance projects and capital projects at the PD building. This will total \$0.5 million.

Public Improvements Fund: Capital expenditures will be reduced \$53,000 for the elimination of one sidewalk gap project.

Excise Tax Fund: Expense will increase \$4.0 million to reflect the transfer to the General Fund for the partial offset of the cost of law enforcement services.

Storm Water Utility Fund: Discretionary and personnel expense will be reduced by \$36,500.

Internal Services Fund: The Fleet, Facilities and Information Technology areas will reduce

expenses by a total of \$230,000, including discretionary and personnel-related expenses.

FINANCIAL IMPACT

See Exhibit A to the ordinance for a more complete summary of the financial impacts discussed above. In total, across all Funds, revenue is reduced \$12.8 million, expense is reduced \$1.1 million and cash reserves of \$11.6 million are utilized from several different Funds.

STRATEGIC GOAL(S)



ATTACHMENTS

1. Ordinance 1.539.2

RECOMMENDED MOTION

I move to approve Ordinance No. 1.539.2 on first reading and to schedule second reading for May 18, 2020, as part of the consent agenda.

ORDINANCE NO. 1.539.2, Series of 2020

TITLE: A BILL FOR AN ORDINANCE TO ADOPT THE 2020 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 2020 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 _____, 2020.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2020.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

Town of Parker**Exhibit A****Summary of Revisions to 2019 Budget Ordinance 1.539.2**

1st reading 05/04/2020

2nd reading 05/18/2020

	Expenditure Adjustment	Revenue Adjustment	Net Cash Impact
General Fund	\$ (3,370,256)	\$ (8,547,118)	\$ (5,176,862)
Parks and Recreation Fund	(237,675)	(2,433,258)	(2,195,583)
Cultural Fund	(557,020)	(621,511)	(64,491)
Recreation Fund	(1,140,226)	(1,162,425)	(22,199)
Capital Renewal and Replacement Reserve Fund	501,536	-	(501,536)
Public Improvements Fund	(53,000)	-	53,000
Excise Tax Fund	4,000,000	-	(4,000,000)
Stormwater Fund	(36,519)	-	36,519
Fleet Services Fund	(48,774)	-	48,774
Information Technology Fund	(167,149)	-	167,149
Facility Services Fund	(13,708)	-	13,708
Total all funds	\$ (1,122,790)	\$ (12,764,312)	\$ (11,641,522)

Town of Parker
2020 Revised Budget Ordinance 1.539.2

1st Reading
 2nd Reading

May 4, 2020
 May 18, 2020

Exhibit A

	<u>Revision</u>	<u>2020 Revised Budget</u>
<u>General Fund</u>		
Beginning fund balance (unaudited)		\$ 18,251,211
Revenue		53,642,495
Revenue revision	(8,547,118)	(8,547,118)
Total revised revenue		45,095,377
Total available		63,346,588
Expenditures		54,536,654
Expenditures revision	(3,370,256)	(3,370,256)
Total expenditure revision		51,166,398
Ending fund balance		\$ 12,180,190
<u>Parks and Recreation Fund</u>		
Beginning fund balance (unaudited)		\$ 15,368,030
Revenue		8,804,880
Revenue revision	(2,433,258)	(2,433,258)
Total revised revenue		6,371,622
Total available		21,739,652
Expenditures		17,031,453
Expenditures revision	(237,675)	(237,675)
Total revised expenditures		16,793,778
Ending fund balance		\$ 4,945,874

Town of Parker
2020 Revised Budget Ordinance 1.539.2
 1st Reading
 2nd Reading

May 4, 2020
 May 18, 2020

Exhibit A

	Revision	2020 Revised Budget
<u>Cultural Fund</u>		
Beginning fund balance (unaudited)		\$ 278,036
Revenue		5,119,141
Revenue revision	(621,511)	(621,511)
Total revised revenue		4,497,630
Total available		4,775,666
Expenditures		5,260,922
Expenditures revision	(557,020)	(557,020)
Total revised expenditures		4,703,902
Ending fund balance		\$ 71,764
<u>Recreation Fund</u>		
Beginning fund balance (unaudited)		\$ 1,297,557
Revenue		8,847,495
Revenue revision	(1,162,425)	(1,162,425)
Total revised revenue		7,685,070
Total available		8,982,627
Expenditures		9,403,178
Expenditures revision	(1,140,226)	(1,140,226)
Total revised expenditures		8,262,953
Ending fund balance		\$ 719,674
<u>Capital Renewal and Replacement Reserve Fund</u>		
Beginning fund balance (unaudited)		\$ 1,969,679
Revenue		30,000
Revenue revision	-	-
Total revised revenue		30,000
Total available		1,999,679
Expenditures		-
Expenditures revision	501,536	501,536
Total revised expenditures		501,536
Ending fund balance		\$ 1,498,143

Town of Parker
2020 Revised Budget Ordinance 1.539.2
 1st Reading
 2nd Reading

Exhibit A

May 4, 2020
 May 18, 2020

	Revision	2020 Revised Budget
<u>Public Improvements Fund</u>		
Beginning fund balance (unaudited)		\$ 24,841,589
Revenue		19,714,705
Revenue revision	-	-
Total revised revenue		19,714,705
Total available		44,556,294
Expenditures		26,647,980
Expenditures revision	(53,000)	(53,000)
Total revised expenditures		26,594,980
Ending fund balance		\$ 17,961,314
<u>Excise Tax Fund</u>		
Beginning fund balance (unaudited)		\$ 9,224,453
Revenue		2,745,000
Revenue revision	-	-
Total revised revenue		2,745,000
Total available		11,969,453
Expenditures		2,120,000
Expenditures revision	4,000,000	4,000,000
Total revised expenditures		6,120,000
Ending fund balance		\$ 5,849,453
<u>Stormwater Utility Fund</u>		
Beginning fund balance (unaudited)		\$ 5,613,963
Revenue		19,031,300
Revenue revision	-	-
Total revised revenue		19,031,300
Total available		24,645,263
Expenditures		19,870,041
Expenditures revision	(36,519)	(36,519)
Total revised expenditures		19,833,522
Ending fund balance		\$ 4,811,741

Town of Parker
2020 Revised Budget Ordinance 1.539.2
 1st Reading
 2nd Reading

May 4, 2020
 May 18, 2020

Exhibit A

	Revision	2020 Revised Budget
<u>Fleet Services Fund</u>		
Beginning fund balance (unaudited)		\$ 1,499,622
Revenue		2,721,689
Revenue revision	-	-
Total revised revenue		2,721,689
Total available		4,221,311
Expenditures		2,528,554
Expenditures revision	(48,774)	(48,774)
Total revised expenditures		2,479,780
Ending fund balance		\$ 1,741,531
<u>Technology Management Fund</u>		
Beginning fund balance (unaudited)		\$ 1,179,182
Revenue		4,057,039
Revenue revision	-	-
Total revised revenue		4,057,039
Total available		5,236,221
Expenditures		4,125,462
Expenditures revision	(167,149)	(167,149)
Total revised expenditures		3,958,312
Ending fund balance		\$ 1,277,909
<u>Facility Services Fund</u>		
Beginning fund balance (unaudited)		\$ 56,861
Revenue		1,157,551
Revenue revision	-	-
Total revised revenue		1,157,551
Total available		1,214,412
Expenditures		1,137,035
Expenditures revision	(13,708)	(13,708)
Total revised expenditures		1,123,327
Ending fund balance		\$ 91,085



Request for Town Council Action

Date: May 4, 2020
Submitted By: Kristin Schledorn, Deputy Town Attorney
Reviewed By: Michelle Kivela, Town Administrator
Title: **CHERRY CREEK SOUTH METROPOLITAN DISTRICTS**

Department: Town Attorney, Kristin Schledorn
Second Reading: May 18, 2020

EXECUTIVE SUMMARY

These ordinances approve the intergovernmental agreements with the Cherry Creek South Metropolitan District Nos. 4-11. The second reading on the ordinances and public hearing on the service plans is scheduled for May 18, 2020.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

In October 2004, the Town Council approved the Consolidated Service Plan (the “Original Service Plan”) for Cherry Creek South Metropolitan District Nos. 2 – 11 (the “Cherry Creek Districts”). At the time of Town approval of the Original Service Plan it was anticipated that the Cherry Creek Districts would collectively undertake the financing and construction of the public improvements. However, as a result of the sale of the property to differing interests with differing development plans, it is no longer feasible or practicable for the Cherry Creek Districts to operate under the Original Service Plan.

In 2016, the Town Council approved the amended and restated consolidated service plan for District Nos. 2 and 3, and they operate independently from District Nos. 4-11. District Nos. 4-11 have submitted an application to amend and restate their service plans (one for District Nos. 4-6; one for District Nos. 7-9 and 11; and one for District No. 10), which will be scheduled for public hearing before Town Council on May 18, 2020. These plans are submitted and processed under the recently approved metropolitan district policies.

FINANCIAL IMPACT

Under the terms of the intergovernmental agreements, the Districts agree to impose a property tax of 5 mills, which will be remitted to the Town for the planning, design, financing, acquisition, construction, operation and maintenance of the Town infrastructure identified in Exhibit B of the intergovernmental agreements.

STRATEGIC GOAL(S)



INNOVATE WITH
COLLABORATIVE
GOVERNANCE



ENHANCE ECONOMIC
VITALITY

ATTACHMENTS

1. Aerial Map CCSMD Nos. 4-11
2. Overall Boundary Map CCSMD Nos. 4-11
3. Ordinance No. 9.309
4. Ordinance No. 9.310
5. Ordinance No. 9.311
6. Ordinance No. 9.312
7. Ordinance No. 9.313
8. Ordinance No. 9.314
9. Ordinance No. 9.315
10. Ordinance No. 9.316

RECOMMENDED MOTION

I move to approve Ordinance No. 9.309 on first reading and to schedule second reading on May 18, 2020, as part of the consent agenda.

I move to approve Ordinance No. 9.310 on first reading and to schedule second reading on May 18, 2020, as part of the consent agenda.

I move to approve Ordinance No. 9.311 on first reading and to schedule second reading on May 18, 2020, as part of the consent agenda.

I move to approve Ordinance No. 9.312 on first reading and to schedule second reading for May 18, 2020, as part of the consent agenda.

I move to approve Ordinance No. 9.313 on first reading and to schedule second reading for May 18, 2020, as part of the consent agenda.

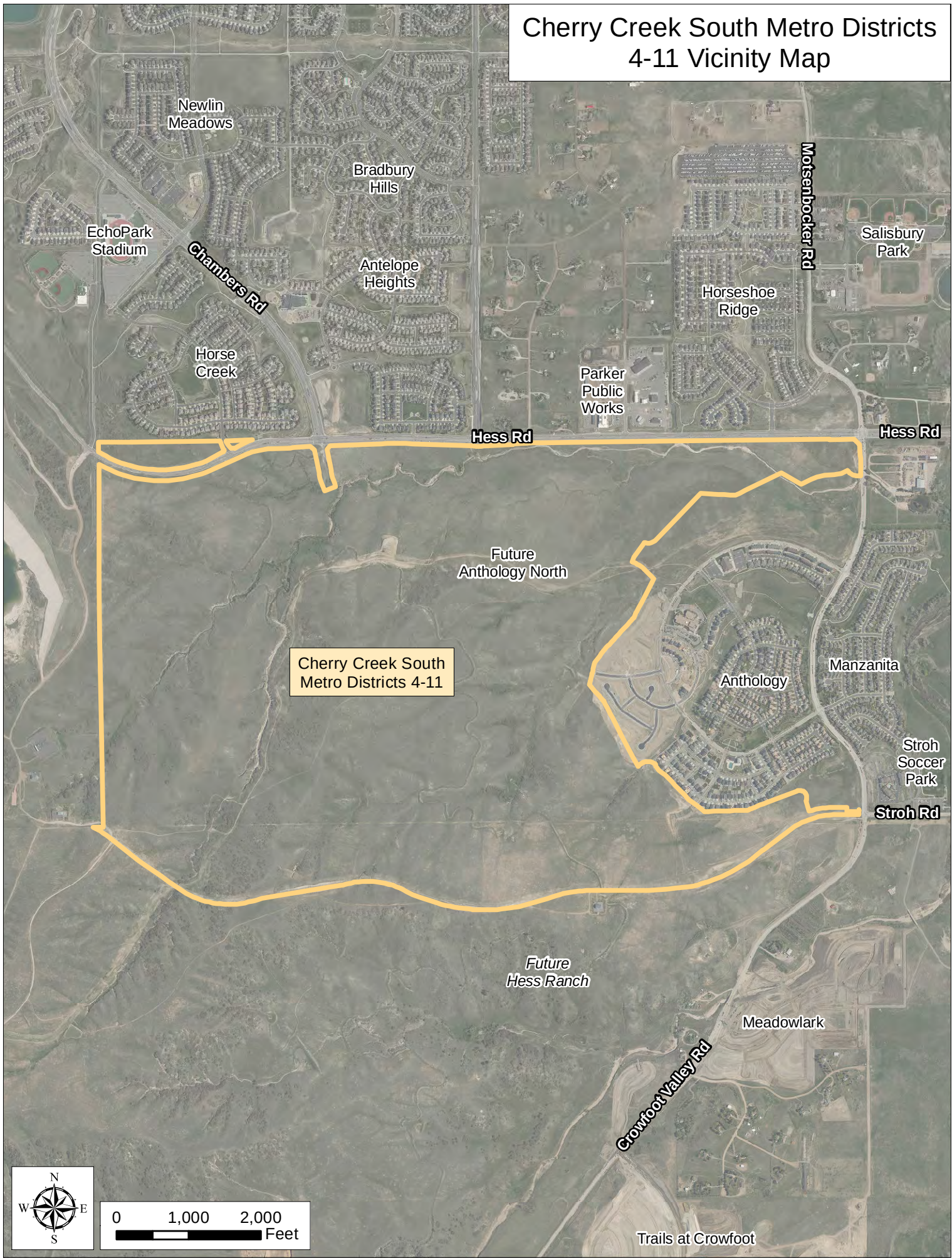
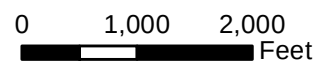
I move to approve Ordinance No. 9.314 on first reading and to schedule second reading for May 18, 2020, as part of the consent agenda.

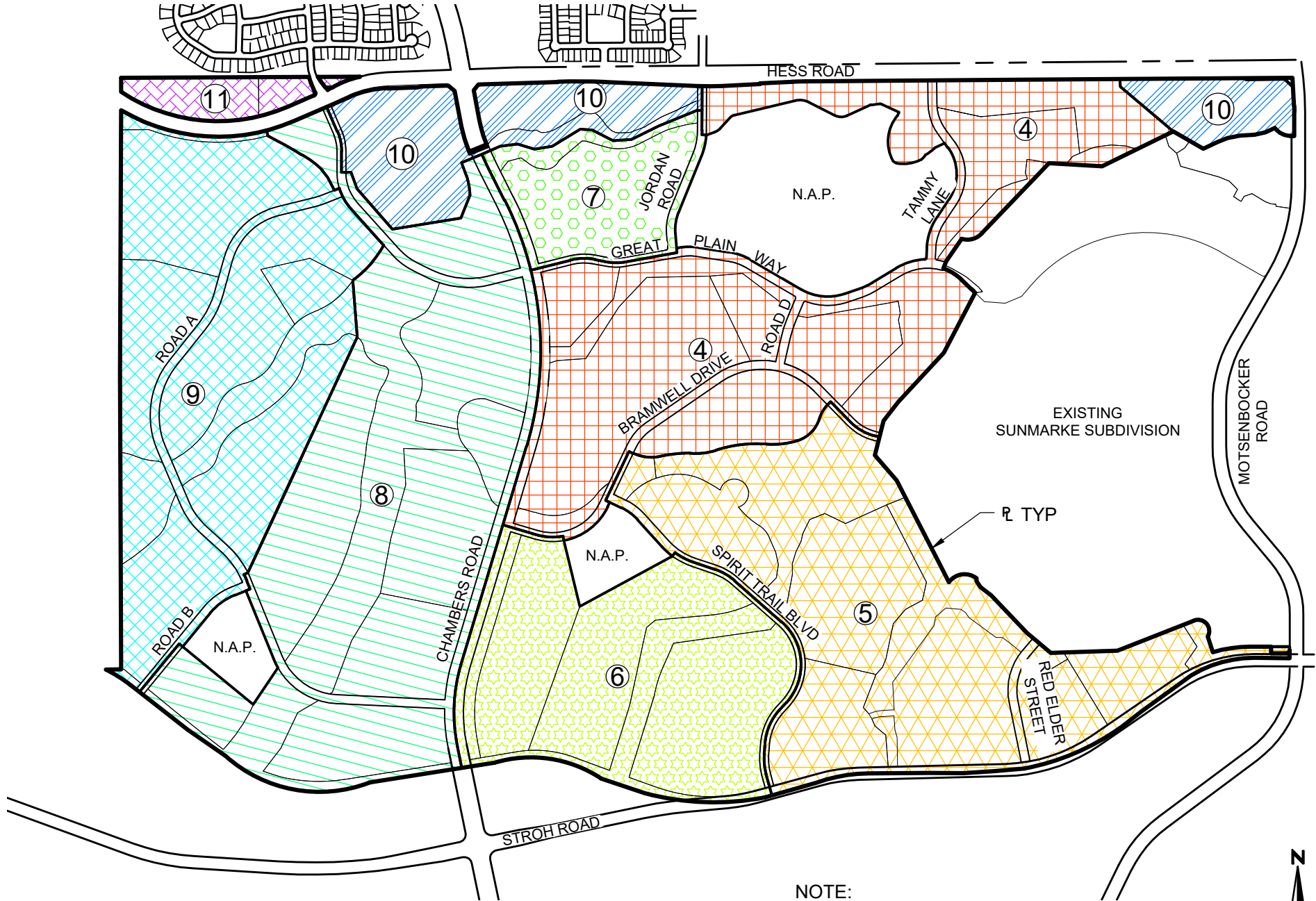
I move to approve Ordinance No. 9.315 on first reading and to schedule second reading for May 18, 2020, as part of the consent agenda.

I move to approve Ordinance No. 9.316 on first reading and to schedule second reading for May 18, 2020, as part of the consent agenda.

Cherry Creek South Metro Districts 4-11 Vicinity Map

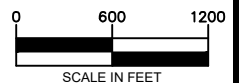
Cherry Creek South
Metro Districts 4-11





NOTE:

- 1.) THE AREA DEPICTED AS DISTRICT NO. 11 IS ALSO INCLUDED WITHIN THE BOUNDARIES OF EACH OTHER DISTRICT DEPICTED HEREON.
- 2.) N.A.P. MEANS "NOT A PART" OF THIS BOUNDARIES MAP.



SHEET

1

CHERRY CREEK SOUTH
METROPOLITAN DISTRICT NOS. 4-11
PUBLIC IMPROVEMENTS PLAN
EXHIBIT B

DATE	2-10-20
DRAWN	WC
CHECKED	FT
APPROVED	FT
PROJECT NO.	12023.D01



ORDINANCE NO. 9.309, Series of 2020

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE TOWN OF PARKER AND CHERRY CREEK SOUTH METROPOLITAN DISTRICT NO. 4

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 Cherry Creek South Metropolitan District No. 4, 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 _____, 2020.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2020.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

EXHIBIT 1

AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF PARKER, COLORADO AND CHERRY CREEK SOUTH METROPOLITAN DISTRICT NO. 4

THIS AGREEMENT (the “Agreement”) is made and entered into as of this 18th day of May, 2020, by and between the TOWN OF PARKER, a home rule municipal corporation of the State of Colorado (the “Town”), and the CHERRY CREEK SOUTH METROPOLITAN DISTRICT NO. 4, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”). The Town and the District are collectively referred to as the Parties.

WITNESSETH:

WHEREAS, C.R.S. § 29-1-203 authorizes the Parties to cooperate and contract with one another regarding functions, services and facilities each is authorized to provide; and

WHEREAS, the District was organized to provide those services and to exercise powers as are more specifically set forth in the District’s Amended and Restated Service Plan approved by the Town on May 18, 2020 (the “Service Plan”); and

WHEREAS, the Service Plan makes reference to the execution of an intergovernmental agreement between the Town and the District, as required by Chapter 10.11 of the Town Code; and

WHEREAS, the Town entered into that certain Amended and Restated Stroh/Hess Annexation Agreement (Northern Property) on May 5, 2014, and recorded at Reception No. 20150011482 of the Douglas County Clerk and Recorder’s Office (the “DDCRO”), which agreement was amended on November 26, 2014, recorded at Reception No. 2015004838, and again on September 21, 2015, recorded at Reception No. 2015089147 (as amended, the “Annexation Agreement”) with North Parker Investments, LLC (the Owner”), which provides in part for certain public improvements that are necessary and desirable for the development contemplated by the Annexation Agreement; and

WHEREAS, specific regional improvements were identified in the Service Plan and Annexation Agreement, and as more particularly set forth on Exhibit A (the “Regional Infrastructure”), which Regional Infrastructure the Town has determined is necessary or desirable in connection with the impacts of the development of the Property; and

WHEREAS, pursuant to the Annexation Agreement, the Town is responsible for constructing and owning the Regional Infrastructure, and the Owner is responsible for providing funding for the construction of the Regional Infrastructure; and

WHEREAS, in accordance with the provisions of the Service Plan, the District has agreed to levy a property tax of 5 mills that will be used for the planning, design and construction of the Regional Infrastructure (the “Infrastructure Capital Mill Levy”), and the District has conducted, or will conduct, an election under Article X, Section 20 of the Colorado Constitution (“TABOR”) to enable it to impose the Infrastructure Capital Mill Levy and to issue debt repayable, in whole or in part, from the Infrastructure Capital Mill Levy; and

WHEREAS, the parties to this Agreement acknowledge the need for the Regional Infrastructure in order to accomplish the comprehensive development of the property located within the District's service area (the "Property"); and

WHEREAS, the parties further acknowledge that the Town will also have certain infrastructure capital and maintenance needs resulting from the development of the Property (the "Town Infrastructure"); and

WHEREAS, in accordance with the provisions of the Service Plan, the District has agreed to levy a property tax of 5 mills that will be used for the planning, design, construction and maintenance of the Town Infrastructure (the "Town Capital and Maintenance Mill Levy"), and the District has conducted, or will conduct, an election under TABOR to enable it to impose the Town Capital and Maintenance Mill Levy; and

WHEREAS, the parties further acknowledge that the District will have certain ongoing administrative and operating obligations, as well as regional maintenance obligations with regard to the Regional Infrastructure, and in accordance with the provisions of the Service Plan, the District has agreed to levy a property tax of up to 10 mills (the "Operation and Maintenance Mill Levy") for such purposes; and

WHEREAS, the Town has approved the final plat for the Property; and

WHEREAS, the Parties have determined it to be in the best interests of their respective taxpayers, residents and property owners to enter into this Agreement ("Agreement") in order to address the utilization of the various mill levies as well as certain other matters related to the organization, powers and authorities of the District; and

WHEREAS, any capitalized term not specifically defined in this Agreement shall have that meaning as set forth in the Service Plan; and

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Infrastructure Capital Mill Levy. The District agrees to impose a property tax of 5 mills that shall be used for the planning, design and construction of the Regional Infrastructure. The utilization of the Infrastructure Capital Mill Levy is set forth on Exhibit A to this Agreement.

2. Town Capital and Maintenance Mill Levy. The District agrees to impose a property tax of 5 mills that shall be used for the planning, design, construction and/or maintenance of the Town Infrastructure. The utilization of the Infrastructure Capital Mill Levy is set forth on Exhibit B to this Agreement.

3. Operation and Maintenance Mill Levy. The District agrees to impose a property tax of up to 10 mills which shall be retained and used by the District for the ongoing administrative and operating expenses of the District and for the maintenance of certain of the Regional Infrastructure, as set forth on Exhibit C to this Agreement.

4. General Provisions Applicable to the Mill Levies. The Infrastructure Capital Mill Levy and the Town Capital and Maintenance Mill Levy shall be imposed by the District beginning the first year the District certifies a Maximum Debt Mill Levy and shall be subject to the Mill Levy Adjustment. The Operation and Maintenance Mill Levy shall be imposed by the District at the District's discretion but in a manner that will enable the District to perform its administrative and operating obligations and its maintenance obligations in connection with the Regional Infrastructure in a timely and adequate manner. The District acknowledges and agrees that requirement to levy the Infrastructure Capital Mill Levy, the Town Capital and Maintenance Mill Levy and the Operation and Maintenance Mill Levy (together, the "Mill Levies") is a material consideration in, and a condition of, the Town's approval of the District's Service Plan, and that the Town has relied thereon in approving the District's Service Plan. The District specifically agrees that the requirement that the District impose the Mill Levies and to utilize the funds as set forth in this Agreement shall be enforceable by the Town by all remedies available at law or in equity, including without limitation affirmative injunctive relief. The District represents and warrants that it has obtained, or will obtain, all voter authorizations to enable it to impose the Mill Levies, and to pledge the revenues from the Infrastructure Capital Mill Levy and the Town Capital and Maintenance Mill Levy to the repayment of debt issued by either the District or the Town, if and as applicable.

The District shall remit any revenues from the Infrastructure Capital Mill Levy or Town Capital and Maintenance Mill Levy that are due to the Town no later than 30 days after receipt of the same, and the Town shall deposit and maintain any revenues in a separate fund earmarked specifically for use only as set forth in this Agreement (the "Cherry Creek South Metropolitan District Nos. 4-11 Fund"). The monies in the Cherry Creek Metropolitan District Nos. 4-11 Fund shall be applied to any design, planning, engineering, surveying, construction management, labor, materials, operations and administrative costs related to construction of the Regional Infrastructure or the Town Infrastructure, as applicable, as further detailed in this Agreement and the Exhibits attached hereto. On June 30 and December 31 of each year, the Town shall provide to the District an accounting of revenues received from the District attributable to the Infrastructure Capital Mill Levy or Town Capital and Maintenance Mill Levy, along with an itemization of expenditures made in major categories.

5. Operation and Maintenance of the Public Improvements. The District shall dedicate the Public Improvements to the Town or other appropriate jurisdiction or owners association in a manner consistent with the final approved plat, other rules and regulations of the Town, and applicable provisions of the Town Code. The District shall not be authorized to own, operate or maintain any part or all of the Public Improvements, or any other improvements, public or private, unless specifically provided for in this Agreement or separate agreement with the Town.

6. Fire Protection. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain fire protection facilities or services, unless specifically provided for in this Agreement or separate agreement with the Town. This provision shall limit the District's authority to plan for, design, acquire, construct, install, relocate, redevelop or finance fire hydrants and related improvements installed as part of the water system.

7. Television Relay and Translation; Mosquito Control and Other Limitations. Unless specifically provided for in this Agreement or separate agreement with the Town, the District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate, maintain or provide: (a) any television relay and translation facilities and services, other than for the installation of conduit as a part of a street construction project; (b) any mosquito control facilities and services; (c) any solid waste disposal, collection and transportation facilities and services; and (d) any security, covenant enforcement and design review services.

8. Construction Standards. The District will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the Town and of federal and state governmental entities having proper jurisdiction. The District will obtain the Town's approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

9. Issuance of Privately Placed Debt. Prior to the issuance of any privately placed bonds or other obligations, the payment of which the District has promised to impose an *ad valorem* property tax mill levy ("Debt"), the District shall obtain the certification of an External Financial Advisor substantially as follows:

We are [I am] an External Financial Advisor within the meaning of the District's Service Plan.

We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by the District for the [insert the designation of the Debt] does not exceed a market [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

10. Inclusion and Exclusion. The District shall not include within its boundaries any property outside the Service Area (as defined in the Service Plan) without the prior written consent of the Town Council. The District shall not exclude any property from the District if such exclusion will result, or is reasonably anticipated to result, in detriment to the remaining residents and taxpayers within the District, or to the District's bondholders.

11. Total Debt Issuance. The District, together with Cherry Creek South Metropolitan District Nos. 5 and 6, shall not issue Debt in excess of \$170,343,750 in total aggregate principal amount, provided that such limitation shall not be applicable to refunding Bonds issued by the District to refund outstanding Debt. Such limitation shall not apply to the District's pledge of its property tax or specific ownership tax revenues derived from its mill levies to one of the other Districts (as defined in the Service Plan).

12. Monies from Other Governmental Sources. The District shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities that the Town is eligible to apply for, except as may be specifically provided for herein. This Section shall not apply to specific ownership taxes which shall be distributed to and constitute a revenue source for the District without any limitation.

13. Consolidation; Dissolution. The District shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the Town, unless such consolidation is with one of the other Districts, as defined in the Service Plan. The District agrees that it shall take all action necessary to dissolve the District in accordance with the provisions of the Service Plan and applicable state statutes.

14. Service Plan Amendment Requirement. Any action of the District which violates the limitations set forth in Sections V.A.1-13 or VI.B-H of the Service Plan, or which constitutes a material modification under Parker Municipal Code section 10.11.060, shall be deemed to be a material modification to the Service Plan and the Town shall be entitled to all remedies available under State and local law to enjoin any such action(s) of the District. The Town may also seek damages for breach of this Agreement arising from violations by the District of any provision of the Service Plan.

15. Applicable Laws. The District acknowledges that the property within its boundaries shall be subject to all ordinances, rules and regulations of the Town, including without limitation, ordinances, rules and regulations relating to zoning, subdividing, building and land use, and to all related Town land use policies, master plans and related plans.

16. Annual Report. The District shall submit an annual report ("Annual Report") to the Town no later than September 1st of each year following the year in which the Order and Decree creating the District has been issued by the District Court for and in Douglas County, Colorado, pursuant to Parker Municipal Code section 10.11.040 and containing the information set forth in Section VII of the Service Plan. The District shall be not be required to file an annual report if the District has declared inactive status pursuant to Section 32-1-104, C.R.S. The District may file a consolidated Annual Report with one or more of the other Districts.

17. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law, including the Annual Report, shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via Federal Express or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the District:	WHITE BEAR ANKELE TANAKA & WALDRON
	Attn: Kristin B. Tompkins, Esq.
	2154 E. Commons Ave., Suite 2000
	Centennial, CO 80122
	Phone: (303) 858-1800
	E-mail: Ktompkins@wbapc.com

To the Town: Town of Parker
 20120 E. Mainstreet
 Parker, CO 80138-7334
 Attn: Kristin Schledorn, Deputy Town Attorney
 cc: Mary Lou Brown, Finance Director
 Phone: (303) 841-0353
 Fax: (303) 840-9792

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with Federal Express or other nationally recognized overnight air courier service or three (3) business days after deposit in the United States mail. By giving the other party hereto at least ten (10) days written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

18. Miscellaneous.

A. Effective Date. This Agreement shall be in full force and effect and be legally binding upon final approval of the governing bodies of the Parties. No Debt shall be issued by the District until after the effective date of this Agreement.

B. Nonassignability. No party to this Agreement may assign any interest therein to any person without the consent of the other party hereto at that time, and the terms of this Agreement shall inure to the benefit of and be binding upon the respective representatives and successors of each party hereto. The pledge by the District of its revenues to one of the other Districts shall not be deemed an assignment hereunder.

C. Amendments. This Agreement may be amended from time to time by written amendment, duly authorized and signed by representatives of the parties hereto.

D. Severability. If any section, subsection, paragraph, clause, phrase, or other provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, subsection, paragraph, clause, phase, or other provision shall not affect any of the remaining provisions of this Agreement.

E. Execution of Documents. This Agreement shall be executed in two (2) counterparts, either of which shall be regarded for all purposes as one original. Each party agrees that it will execute any and all deeds, instruments, documents, and resolutions or ordinances necessary to give effect to the terms of this Agreement.

F. Waiver. No waiver by either party of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different provision of this Agreement.

G. Default/Remedies. In the event of a breach or default of this Agreement by any party, the non-defaulting party shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

H. Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Colorado. Venue for all actions brought hereunder shall be in the District Court in and for Douglas County.

I. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

J. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

K. No Third Party Beneficiaries. No person or entity who or which is not a party to this Agreement will have any right of action under this Agreement.

L. Entirety. This Agreement (including all exhibits) merges and supersedes all prior negotiations, representations, and agreements, including the Original IGA, between the parties hereto relating to the subject matter hereof and this Agreement, together with the Service Plan provisions that serve to supplement or complement this Agreement, constitutes the entire agreement between the Parties concerning the subject matter hereof.

19. Cooperation with Cherry Creek South Metropolitan District Nos. 5 and 6. Pursuant to the Service Plan, the Town acknowledges and agrees that the District may cooperate with Cherry Creek South Metropolitan District Nos. 5 and 6 for the planning, design, financing, construction, acquisition, operation, or maintenance of the Public Improvements serving the Property, including the Regional Infrastructure, as may be set forth in an intergovernmental agreement among the Districts.

IN WITNESS WHEREOF, this Agreement is executed by the Town and the District as of the date first above written.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

Kristin Schledorn, Deputy Town Attorney

**CHERRY CREEK SOUTH METROPOLITAN
DISTRICT NO. 4**, a quasi-municipal corporation
and political subdivision of the State of Colorado

By:

Kurt Wolter, President
Cherry Creek South Metropolitan District
No. 4

ATTEST:

_____, Secretary

EXHIBIT A

Utilization of Infrastructure Capital Mill Levy

The District shall be required to impose the Infrastructure Capital Mill Levy for as long as the District is in existence. The District shall be authorized to impose the Infrastructure Capital Mill Levy and retain the revenues therefrom for the planning, design, financing, acquisition, or construction of all or a portion of the Regional Infrastructure. The District shall provide the Town notice of any obligation repayable in whole or in part from the Infrastructure Capital Mill Levy no later than 30 days following issuance of such obligation, or for any obligation that pre-dates the date of this Agreement, no later than 30 days following approval of this Agreement.

The District shall be permitted to retain revenues from the Infrastructure Capital Mill Levy received by the District to the extent needed to pay debt service on such obligation in the then-current calendar year. The Town agrees that for economic efficiency in financing the Regional Infrastructure, the District may pledge the Infrastructure Capital Mill Levy along with the District's debt service mill levy for the purposes of financing bonds, notes or other obligations, provided that the proceeds generated from the pledge of the Infrastructure Capital Mill Levy are used only to pay the costs of the Regional Infrastructure. Any revenues from the Infrastructure Capital Mill Levy that are not needed to pay debt service on such obligation in the then-current calendar year shall be remitted to the Town within 30 days of receipt by the District of such revenues.

So long as no obligation of the District is outstanding whereby the revenues derived from the Infrastructure Capital Mill Levy are pledged to the repayment of such obligations, in the event the Town determines that the costs related to the Regional Infrastructure are less than the revenues generated from the Infrastructure Capital Mill Levy, the Town may provide notice to the District no later than October 1 that the District may reduce the Infrastructure Capital Mill Levy as provided in such notice from the Town. Any reduction of either the Infrastructure Capital Mill Levy as a result of such notice from the Town shall not constitute a modification of this Agreement or a material modification of the Service Plan.

Until and unless the District has issued an obligation repayable, in whole or in part, from the Infrastructure Capital Mill Levy, any revenues from the Infrastructure Capital Mill Levy received by the District shall be remitted to the Town within 30 days of receipt by the District of such revenues. Upon maturity of any District obligation repayable in part or in whole from revenues generated by the Infrastructure Capital Mill Levy, such revenues shall be remitted to the Town within 30 days of their receipt by the District.

The Town agrees that the revenues received by the Town from the District from the Infrastructure Capital Mill Levy shall only be used for costs associated with the impacts to the Town of the development within the District pursuant to the terms of this Agreement.

The District is authorized to utilize the revenues from the Infrastructure Capital Mill Levy for the planning, design, financing, acquisition, or construction of the following Regional Infrastructure:

- Regional Stormwater, drainage improvements associated with Oak Gulch and regional drainage ways
- Regional Open Space, Parks and Trails as expressly identified in Paragraphs 6, 7, and 8 of the Annexation Agreement
- Construction and maintenance of the following roadways, including associated landscape improvements and traffic signals:
 - o Hess Road
 - o Stroh Road
 - o Chambers Road
 - o Great Plains Way
 - o Jordan Road
 - o Tammy Lane
 - o Bramwell Drive, between Chambers Road and the eastern boundary of the District
 - o The collector road connected Great Plain Way and Bramwell Drive located between Annexation Agreement Planning Areas 36 and 37
 - o Spirit Trail Boulevard from Bramwell Drive to Stroh Road
 - o Red Elder Street, between Annexation Agreement Planning Areas 47 and 48 from Stroh Road to its terminus at the edge of Cherry Creek South Metropolitan District No. 5

EXHIBIT B

Utilization of Town Capital and Maintenance Mill Levy

The District shall be required to impose the Town Capital and Maintenance Mill Levy for as long as the District is in existence. Any revenues from the Town Capital and Maintenance Mill Levy received by the District shall be remitted to the Town within 30 days of receipt by the District of such revenues.

The Town agrees that the revenues received from the Town Capital and Maintenance Mill Levy shall only be used for costs associated with the impacts to the Town of the development within the District pursuant to the terms of this Agreement.

In the event the Town determines that the costs related to the Town Infrastructure are less than the revenues generated from the Town Capital and Maintenance Mill Levy, the Town may provide notice to the District no later than October 1 that the District may reduce the Town Capital and Maintenance Mill Levy as provided in such notice from the Town. Any reduction of the Town Capital and Maintenance Mill Levy as a result of such notice from the Town shall not constitute a modification of this Agreement or a material modification of the Service Plan.

The Town is authorized to utilize the revenues from the Town Capital and Maintenance Mill Levy for the planning, design, financing, acquisition, construction, operation, and maintenance of the following Town Infrastructure:

- The Park Tract and all associated improvements to Planning Area 43
- All roadways, storm sewer and associated items constructed within Town right-of-way
- Regional roadways serving the District
- All storm sewer, detention ponds, stream improvements and other Stormwater conveyance infrastructure located on Town, HOA or District-owned property that is eligible for maintenance assistance through the Town's Stormwater Utility.
- Widening of Chambers Road to a full arterial roadway section through the District boundaries, including additional lanes, sidewalk, curb and gutter, medians and all other associated items.

The parties agree the Town may modify the list of Town Infrastructure provided in this Exhibit B without amending this Agreement upon advance written notice to the District. The District shall have 30 days to object to such modification. In the event the District fails to object within 30 days of receipt of such notice, the Town may proceed to utilize the revenues from the Town Capital and Maintenance Mill Levy as set forth in such written notice which notice shall become a part of this Agreement by Addendum.

EXHIBIT C

Utilization of Operation and Maintenance Mill Levy

The District shall dedicate the Public Improvements (as defined in the Service Plan) to the Town or other appropriate jurisdiction or owners association in a manner consistent with the Approved Development Plan, Annexation Agreement and other rules and regulations of the Town and applicable provisions of the Town Code. The District shall be authorized to own, operate and maintain the Public Improvements not otherwise required to be dedicated to the Town or other public entity. If the Public Improvements are owned by an entity other than the District, the Town or other public entity, such entity shall be responsible for the operation and maintenance unless the District agrees to provide for the operation and maintenance of the Public Improvements pursuant to an agreement with such entity.

The District is authorized to impose up to 10 mills for District administrative and operating expenses as well as maintenance of Regional Infrastructure as set forth below. The Operation and Maintenance Mill Levy shall be imposed by the District at the District's discretion but in a manner that will enable the District to perform its administrative and operating obligations and its maintenance obligations in connection with the Regional Infrastructure in a timely and adequate manner.

- Drainage Improvements (including detention and storm improvements)
- Street Improvements (including roads, curbs, gutters, culverts, sidewalks, bridges, parking facilities, paving, lighting, grading, landscaping, and other street improvements)
- Traffic and Safety Controls
- Open Space and Trails
- Landscaping
- Parks and Recreation Improvements and Facilities, including club houses, recreation centers, and swimming pools
- Retaining Walls
- Irrigation Systems
- Streetscape associated with the improvement of Chambers Road

ORDINANCE NO. 9.310, Series of 2020

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE TOWN OF PARKER AND CHERRY CREEK SOUTH METROPOLITAN DISTRICT NO. 5

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 Cherry Creek South Metropolitan District No. 5, 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 _____, 2020.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2020.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

EXHIBIT 1

AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF PARKER, COLORADO AND CHERRY CREEK SOUTH METROPOLITAN DISTRICT NO. 5

THIS AGREEMENT (the “Agreement”) is made and entered into as of this 18th day of May, 2020, by and between the TOWN OF PARKER, a home rule municipal corporation of the State of Colorado (the “Town”), and the CHERRY CREEK SOUTH METROPOLITAN DISTRICT NO. 5, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”). The Town and the District are collectively referred to as the Parties.

WITNESSETH:

WHEREAS, C.R.S. § 29-1-203 authorizes the Parties to cooperate and contract with one another regarding functions, services and facilities each is authorized to provide; and

WHEREAS, the District was organized to provide those services and to exercise powers as are more specifically set forth in the District’s Amended and Restated Service Plan approved by the Town on May 18, 2020 (the “Service Plan”); and

WHEREAS, the Service Plan makes reference to the execution of an intergovernmental agreement between the Town and the District, as required by Chapter 10.11 of the Town Code; and

WHEREAS, the Town entered into that certain Amended and Restated Stroh/Hess Annexation Agreement (Northern Property) on May 5, 2014, and recorded at Reception No. 20150011482 of the Douglas County Clerk and Recorder’s Office (the “DDCRO”), which agreement was amended on November 26, 2014, recorded at Reception No. 2015004838, and again on September 21, 2015, recorded at Reception No. 2015089147 (as amended, the “Annexation Agreement”) with North Parker Investments, LLC (the Owner”), which provides in part for certain public improvements that are necessary and desirable for the development contemplated by the Annexation Agreement; and

WHEREAS, specific regional improvements were identified in the Service Plan and Annexation Agreement, and as more particularly set forth on Exhibit A (the “Regional Infrastructure”), which Regional Infrastructure the Town has determined is necessary or desirable in connection with the impacts of the development of the Property; and

WHEREAS, pursuant to the Annexation Agreement, the Town is responsible for constructing and owning the Regional Infrastructure, and the Owner is responsible for providing funding for the construction of the Regional Infrastructure; and

WHEREAS, in accordance with the provisions of the Service Plan, the District has agreed to levy a property tax of 5 mills that will be used for the planning, design and construction of the Regional Infrastructure (the “Infrastructure Capital Mill Levy”), and the District has conducted, or will conduct, an election under Article X, Section 20 of the Colorado Constitution (“TABOR”) to enable it to impose the Infrastructure Capital Mill Levy and to issue debt repayable, in whole or in part, from the Infrastructure Capital Mill Levy; and

WHEREAS, the parties to this Agreement acknowledge the need for the Regional Infrastructure in order to accomplish the comprehensive development of the property located within the District's service area (the "Property"); and

WHEREAS, the parties further acknowledge that the Town will also have certain infrastructure capital and maintenance needs resulting from the development of the Property (the "Town Infrastructure"); and

WHEREAS, in accordance with the provisions of the Service Plan, the District has agreed to levy a property tax of 5 mills that will be used for the planning, design, construction and maintenance of the Town Infrastructure (the "Town Capital and Maintenance Mill Levy"), and the District has conducted, or will conduct, an election under TABOR to enable it to impose the Town Capital and Maintenance Mill Levy; and

WHEREAS, the parties further acknowledge that the District will have certain ongoing administrative and operating obligations, as well as regional maintenance obligations with regard to the Regional Infrastructure, and in accordance with the provisions of the Service Plan, the District has agreed to levy a property tax of up to 10 mills (the "Operation and Maintenance Mill Levy") for such purposes; and

WHEREAS, the Town has approved the final plat for the Property; and

WHEREAS, the Parties have determined it to be in the best interests of their respective taxpayers, residents and property owners to enter into this Agreement ("Agreement") in order to address the utilization of the various mill levies as well as certain other matters related to the organization, powers and authorities of the District; and

WHEREAS, any capitalized term not specifically defined in this Agreement shall have that meaning as set forth in the Service Plan; and

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Infrastructure Capital Mill Levy. The District agrees to impose a property tax of 5 mills that shall be used for the planning, design and construction of the Regional Infrastructure. The utilization of the Infrastructure Capital Mill Levy is set forth on Exhibit A to this Agreement.

2. Town Capital and Maintenance Mill Levy. The District agrees to impose a property tax of 5 mills that shall be used for the planning, design, construction and/or maintenance of the Town Infrastructure. The utilization of the Infrastructure Capital Mill Levy is set forth on Exhibit B to this Agreement.

3. Operation and Maintenance Mill Levy. The District agrees to impose a property tax of up to 10 mills which shall be retained and used by the District for the ongoing administrative and operating expenses of the District and for the maintenance of certain of the Regional Infrastructure, as set forth on Exhibit C to this Agreement.

4. General Provisions Applicable to the Mill Levies. The Infrastructure Capital Mill Levy and the Town Capital and Maintenance Mill Levy shall be imposed by the District beginning the first year the District certifies a Maximum Debt Mill Levy and shall be subject to the Mill Levy Adjustment. The Operation and Maintenance Mill Levy shall be imposed by the District at the District's discretion but in a manner that will enable the District to perform its administrative and operating obligations and its maintenance obligations in connection with the Regional Infrastructure in a timely and adequate manner. The District acknowledges and agrees that requirement to levy the Infrastructure Capital Mill Levy, the Town Capital and Maintenance Mill Levy and the Operation and Maintenance Mill Levy (together, the "Mill Levies") is a material consideration in, and a condition of, the Town's approval of the District's Service Plan, and that the Town has relied thereon in approving the District's Service Plan. The District specifically agrees that the requirement that the District impose the Mill Levies and to utilize the funds as set forth in this Agreement shall be enforceable by the Town by all remedies available at law or in equity, including without limitation affirmative injunctive relief. The District represents and warrants that it has obtained, or will obtain, all voter authorizations to enable it to impose the Mill Levies, and to pledge the revenues from the Infrastructure Capital Mill Levy and the Town Capital and Maintenance Mill Levy to the repayment of debt issued by either the District or the Town, if and as applicable.

The District shall remit any revenues from the Infrastructure Capital Mill Levy or Town Capital and Maintenance Mill Levy that are due to the Town no later than 30 days after receipt of the same, and the Town shall deposit and maintain any revenues in a separate fund earmarked specifically for use only as set forth in this Agreement (the "Cherry Creek South Metropolitan District Nos. 4-11 Fund"). The monies in the Cherry Creek Metropolitan District Nos. 4-11 Fund shall be applied to any design, planning, engineering, surveying, construction management, labor, materials, operations and administrative costs related to construction of the Regional Infrastructure or the Town Infrastructure, as applicable, as further detailed in this Agreement and the Exhibits attached hereto. On June 30 and December 31 of each year, the Town shall provide to the District an accounting of revenues received from the District attributable to the Infrastructure Capital Mill Levy or Town Capital and Maintenance Mill Levy, along with an itemization of expenditures made in major categories.

5. Operation and Maintenance of the Public Improvements. The District shall dedicate the Public Improvements to the Town or other appropriate jurisdiction or owners association in a manner consistent with the final approved plat, other rules and regulations of the Town, and applicable provisions of the Town Code. The District shall not be authorized to own, operate or maintain any part or all of the Public Improvements, or any other improvements, public or private, unless specifically provided for in this Agreement or separate agreement with the Town.

6. Fire Protection. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain fire protection facilities or services, unless specifically provided for in this Agreement or separate agreement with the Town. This provision shall limit the District's authority to plan for, design, acquire, construct, install, relocate, redevelop or finance fire hydrants and related improvements installed as part of the water system.

7. Television Relay and Translation; Mosquito Control and Other Limitations. Unless specifically provided for in this Agreement or separate agreement with the Town, the District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate, maintain or provide: (a) any television relay and translation facilities and services, other than for the installation of conduit as a part of a street construction project; (b) any mosquito control facilities and services; (c) any solid waste disposal, collection and transportation facilities and services; and (d) any security, covenant enforcement and design review services.

8. Construction Standards. The District will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the Town and of federal and state governmental entities having proper jurisdiction. The District will obtain the Town's approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

9. Issuance of Privately Placed Debt. Prior to the issuance of any privately placed bonds or other obligations, the payment of which the District has promised to impose an *ad valorem* property tax mill levy ("Debt"), the District shall obtain the certification of an External Financial Advisor substantially as follows:

We are [I am] an External Financial Advisor within the meaning of the District's Service Plan.

We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by the District for the [insert the designation of the Debt] does not exceed a market [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

10. Inclusion and Exclusion. The District shall not include within its boundaries any property outside the Service Area (as defined in the Service Plan) without the prior written consent of the Town Council. The District shall not exclude any property from the District if such exclusion will result, or is reasonably anticipated to result, in detriment to the remaining residents and taxpayers within the District, or to the District's bondholders.

11. Total Debt Issuance. The District, together with Cherry Creek South Metropolitan District Nos. 4 and 6, shall not issue Debt in excess of \$170,343,750 in total aggregate principal amount, provided that such limitation shall not be applicable to refunding Bonds issued by the District to refund outstanding Debt. Such limitation shall not apply to the District's pledge of its property tax or specific ownership tax revenues derived from its mill levies to one of the other Districts (as defined in the Service Plan).

12. Monies from Other Governmental Sources. The District shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities that the Town is eligible to apply for, except as may be specifically provided for herein. This Section shall not apply to specific ownership taxes which shall be distributed to and constitute a revenue source for the District without any limitation.

13. Consolidation; Dissolution. The District shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the Town, unless such consolidation is with one of the other Districts, as defined in the Service Plan. The District agrees that it shall take all action necessary to dissolve the District in accordance with the provisions of the Service Plan and applicable state statutes.

14. Service Plan Amendment Requirement. Any action of the District which violates the limitations set forth in Sections V.A.1-13 or VI.B-H of the Service Plan, or which constitutes a material modification under Parker Municipal Code section 10.11.060, shall be deemed to be a material modification to the Service Plan and the Town shall be entitled to all remedies available under State and local law to enjoin any such action(s) of the District. The Town may also seek damages for breach of this Agreement arising from violations by the District of any provision of the Service Plan.

15. Applicable Laws. The District acknowledges that the property within its boundaries shall be subject to all ordinances, rules and regulations of the Town, including without limitation, ordinances, rules and regulations relating to zoning, subdividing, building and land use, and to all related Town land use policies, master plans and related plans.

16. Annual Report. The District shall submit an annual report ("Annual Report") to the Town no later than September 1st of each year following the year in which the Order and Decree creating the District has been issued by the District Court for and in Douglas County, Colorado, pursuant to Parker Municipal Code section 10.11.040 and containing the information set forth in Section VII of the Service Plan. The District shall be not be required to file an annual report if the District has declared inactive status pursuant to Section 32-1-104, C.R.S. The District may file a consolidated Annual Report with one or more of the other Districts.

17. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law, including the Annual Report, shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via Federal Express or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the District:	WHITE BEAR ANKELE TANAKA & WALDRON
	Attn: Kristin B. Tompkins, Esq.
	2154 E. Commons Ave., Suite 2000
	Centennial, CO 80122
	Phone: (303) 858-1800
	E-mail: Ktompkins@wbapc.com

To the Town: Town of Parker
 20120 E. Mainstreet
 Parker, CO 80138-7334
 Attn: Kristin Schledorn, Deputy Town Attorney
 cc: Mary Lou Brown, Finance Director
 Phone: (303) 841-0353
 Fax: (303) 840-9792

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with Federal Express or other nationally recognized overnight air courier service or three (3) business days after deposit in the United States mail. By giving the other party hereto at least ten (10) days written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

18. Miscellaneous.

A. Effective Date. This Agreement shall be in full force and effect and be legally binding upon final approval of the governing bodies of the Parties. No Debt shall be issued by the District until after the effective date of this Agreement.

B. Nonassignability. No party to this Agreement may assign any interest therein to any person without the consent of the other party hereto at that time, and the terms of this Agreement shall inure to the benefit of and be binding upon the respective representatives and successors of each party hereto. The pledge by the District of its revenues to one of the other Districts shall not be deemed an assignment hereunder.

C. Amendments. This Agreement may be amended from time to time by written amendment, duly authorized and signed by representatives of the parties hereto.

D. Severability. If any section, subsection, paragraph, clause, phrase, or other provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, subsection, paragraph, clause, phase, or other provision shall not affect any of the remaining provisions of this Agreement.

E. Execution of Documents. This Agreement shall be executed in two (2) counterparts, either of which shall be regarded for all purposes as one original. Each party agrees that it will execute any and all deeds, instruments, documents, and resolutions or ordinances necessary to give effect to the terms of this Agreement.

F. Waiver. No waiver by either party of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different provision of this Agreement.

G. Default/Remedies. In the event of a breach or default of this Agreement by any party, the non-defaulting party shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

H. Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Colorado. Venue for all actions brought hereunder shall be in the District Court in and for Douglas County.

I. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

J. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

K. No Third Party Beneficiaries. No person or entity who or which is not a party to this Agreement will have any right of action under this Agreement.

L. Entirety. This Agreement (including all exhibits) merges and supersedes all prior negotiations, representations, and agreements, including the Original IGA, between the parties hereto relating to the subject matter hereof and this Agreement, together with the Service Plan provisions that serve to supplement or complement this Agreement, constitutes the entire agreement between the Parties concerning the subject matter hereof.

19. Cooperation with Cherry Creek South Metropolitan District Nos. 4 and 6. Pursuant to the Service Plan, the Town acknowledges and agrees that the District may cooperate with Cherry Creek South Metropolitan District Nos. 4 and 6 for the planning, design, financing, construction, acquisition, operation, or maintenance of the Public Improvements serving the Property, including the Regional Infrastructure, as may be set forth in an intergovernmental agreement among the Districts.

IN WITNESS WHEREOF, this Agreement is executed by the Town and the District as of the date first above written.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

Kristin Schledorn, Deputy Town Attorney

**CHERRY CREEK SOUTH METROPOLITAN
DISTRICT NO. 5**, a quasi-municipal corporation
and political subdivision of the State of Colorado

By:

Kurt Wolter, President
Cherry Creek South Metropolitan District
No. 5

ATTEST:

_____, Secretary

EXHIBIT A

Utilization of Infrastructure Capital Mill Levy

The District shall be required to impose the Infrastructure Capital Mill Levy for as long as the District is in existence. The District shall be authorized to impose the Infrastructure Capital Mill Levy and retain the revenues therefrom for the planning, design, financing, acquisition, or construction of all or a portion of the Regional Infrastructure. The District shall provide the Town notice of any obligation repayable in whole or in part from the Infrastructure Capital Mill Levy no later than 30 days following issuance of such obligation, or for any obligation that pre-dates the date of this Agreement, no later than 30 days following approval of this Agreement.

The District shall be permitted to retain revenues from the Infrastructure Capital Mill Levy received by the District to the extent needed to pay debt service on such obligation in the then-current calendar year. The Town agrees that for economic efficiency in financing the Regional Infrastructure, the District may pledge the Infrastructure Capital Mill Levy along with the District's debt service mill levy for the purposes of financing bonds, notes or other obligations, provided that the proceeds generated from the pledge of the Infrastructure Capital Mill Levy are used only to pay the costs of the Regional Infrastructure. Any revenues from the Infrastructure Capital Mill Levy that are not needed to pay debt service on such obligation in the then-current calendar year shall be remitted to the Town within 30 days of receipt by the District of such revenues.

So long as no obligation of the District is outstanding whereby the revenues derived from the Infrastructure Capital Mill Levy are pledged to the repayment of such obligations, in the event the Town determines that the costs related to the Regional Infrastructure are less than the revenues generated from the Infrastructure Capital Mill Levy, the Town may provide notice to the District no later than October 1 that the District may reduce the Infrastructure Capital Mill Levy as provided in such notice from the Town. Any reduction of either the Infrastructure Capital Mill Levy as a result of such notice from the Town shall not constitute a modification of this Agreement or a material modification of the Service Plan.

Until and unless the District has issued an obligation repayable, in whole or in part, from the Infrastructure Capital Mill Levy, any revenues from the Infrastructure Capital Mill Levy received by the District shall be remitted to the Town within 30 days of receipt by the District of such revenues. Upon maturity of any District obligation repayable in part or in whole from revenues generated by the Infrastructure Capital Mill Levy, such revenues shall be remitted to the Town within 30 days of their receipt by the District.

The Town agrees that the revenues received by the Town from the District from the Infrastructure Capital Mill Levy shall only be used for costs associated with the impacts to the Town of the development within the District pursuant to the terms of this Agreement.

The District is authorized to utilize the revenues from the Infrastructure Capital Mill Levy for the planning, design, financing, acquisition, or construction of the following Regional Infrastructure:

- Regional Stormwater, drainage improvements associated with Oak Gulch and regional drainage ways
- Regional Open Space, Parks and Trails as expressly identified in Paragraphs 6, 7, and 8 of the Annexation Agreement
- Construction and maintenance of the following roadways, including associated landscape improvements and traffic signals:
 - o Hess Road
 - o Stroh Road
 - o Chambers Road
 - o Great Plains Way
 - o Jordan Road
 - o Tammy Lane
 - o Bramwell Drive, between Chambers Road and the eastern boundary of the District
 - o The collector road connected Great Plain Way and Bramwell Drive located between Annexation Agreement Planning Areas 36 and 37
 - o Spirit Trail Boulevard from Bramwell Drive to Stroh Road
 - o Red Elder Street, between Annexation Agreement Planning Areas 47 and 48 from Stroh Road to its terminus at the edge of Cherry Creek South Metropolitan District No. 5

EXHIBIT B

Utilization of Town Capital and Maintenance Mill Levy

The District shall be required to impose the Town Capital and Maintenance Mill Levy for as long as the District is in existence. Any revenues from the Town Capital and Maintenance Mill Levy received by the District shall be remitted to the Town within 30 days of receipt by the District of such revenues.

The Town agrees that the revenues received from the Town Capital and Maintenance Mill Levy shall only be used for costs associated with the impacts to the Town of the development within the District pursuant to the terms of this Agreement.

In the event the Town determines that the costs related to the Town Infrastructure are less than the revenues generated from the Town Capital and Maintenance Mill Levy, the Town may provide notice to the District no later than October 1 that the District may reduce the Town Capital and Maintenance Mill Levy as provided in such notice from the Town. Any reduction of the Town Capital and Maintenance Mill Levy as a result of such notice from the Town shall not constitute a modification of this Agreement or a material modification of the Service Plan.

The Town is authorized to utilize the revenues from the Town Capital and Maintenance Mill Levy for the planning, design, financing, acquisition, construction, operation, and maintenance of the following Town Infrastructure:

- The Park Tract and all associated improvements to Planning Area 43
- All roadways, storm sewer and associated items constructed within Town right-of-way
- Regional roadways serving the District
- All storm sewer, detention ponds, stream improvements and other Stormwater conveyance infrastructure located on Town, HOA or District-owned property that is eligible for maintenance assistance through the Town's Stormwater Utility.
- Widening of Chambers Road to a full arterial roadway section through the District boundaries, including additional lanes, sidewalk, curb and gutter, medians and all other associated items.

The parties agree the Town may modify the list of Town Infrastructure provided in this Exhibit B without amending this Agreement upon advance written notice to the District. The District shall have 30 days to object to such modification. In the event the District fails to object within 30 days of receipt of such notice, the Town may proceed to utilize the revenues from the Town Capital and Maintenance Mill Levy as set forth in such written notice which notice shall become a part of this Agreement by Addendum.

EXHIBIT C

Utilization of Operation and Maintenance Mill Levy

The District shall dedicate the Public Improvements (as defined in the Service Plan) to the Town or other appropriate jurisdiction or owners association in a manner consistent with the Approved Development Plan, Annexation Agreement and other rules and regulations of the Town and applicable provisions of the Town Code. The District shall be authorized to own, operate and maintain the Public Improvements not otherwise required to be dedicated to the Town or other public entity. If the Public Improvements are owned by an entity other than the District, the Town or other public entity, such entity shall be responsible for the operation and maintenance unless the District agrees to provide for the operation and maintenance of the Public Improvements pursuant to an agreement with such entity.

The District is authorized to impose up to 10 mills for District administrative and operating expenses as well as maintenance of Regional Infrastructure as set forth below. The Operation and Maintenance Mill Levy shall be imposed by the District at the District's discretion but in a manner that will enable the District to perform its administrative and operating obligations and its maintenance obligations in connection with the Regional Infrastructure in a timely and adequate manner.

- Drainage Improvements (including detention and storm improvements)
- Street Improvements (including roads, curbs, gutters, culverts, sidewalks, bridges, parking facilities, paving, lighting, grading, landscaping, and other street improvements)
- Traffic and Safety Controls
- Open Space and Trails
- Landscaping
- Parks and Recreation Improvements and Facilities, including club houses, recreation centers, and swimming pools
- Retaining Walls
- Irrigation Systems
- Streetscape associated with the improvement of Chambers Road

ORDINANCE NO. 9.311, Series of 2020

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE TOWN OF PARKER AND CHERRY CREEK SOUTH METROPOLITAN DISTRICT NO. 6

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 Cherry Creek South Metropolitan District No. 6, 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 _____, 2020.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2020.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

EXHIBIT 1

AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF PARKER, COLORADO AND CHERRY CREEK SOUTH METROPOLITAN DISTRICT NO. 6

THIS AGREEMENT (the “Agreement”) is made and entered into as of this 18th day of May, 2020, by and between the TOWN OF PARKER, a home rule municipal corporation of the State of Colorado (the “Town”), and the CHERRY CREEK SOUTH METROPOLITAN DISTRICT NO. 6, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”). The Town and the District are collectively referred to as the Parties.

WITNESSETH:

WHEREAS, C.R.S. § 29-1-203 authorizes the Parties to cooperate and contract with one another regarding functions, services and facilities each is authorized to provide; and

WHEREAS, the District was organized to provide those services and to exercise powers as are more specifically set forth in the District’s Amended and Restated Service Plan approved by the Town on May 18, 2020 (the “Service Plan”); and

WHEREAS, the Service Plan makes reference to the execution of an intergovernmental agreement between the Town and the District, as required by Chapter 10.11 of the Town Code; and

WHEREAS, the Town entered into that certain Amended and Restated Stroh/Hess Annexation Agreement (Northern Property) on May 5, 2014, and recorded at Reception No. 20150011482 of the Douglas County Clerk and Recorder’s Office (the “DDCRO”), which agreement was amended on November 26, 2014, recorded at Reception No. 2015004838, and again on September 21, 2015, recorded at Reception No. 2015089147 (as amended, the “Annexation Agreement”) with North Parker Investments, LLC (the Owner”), which provides in part for certain public improvements that are necessary and desirable for the development contemplated by the Annexation Agreement; and

WHEREAS, specific regional improvements were identified in the Service Plan and Annexation Agreement, and as more particularly set forth on Exhibit A (the “Regional Infrastructure”), which Regional Infrastructure the Town has determined is necessary or desirable in connection with the impacts of the development of the Property; and

WHEREAS, pursuant to the Annexation Agreement, the Town is responsible for constructing and owning the Regional Infrastructure, and the Owner is responsible for providing funding for the construction of the Regional Infrastructure; and

WHEREAS, in accordance with the provisions of the Service Plan, the District has agreed to levy a property tax of 5 mills that will be used for the planning, design and construction of the Regional Infrastructure (the “Infrastructure Capital Mill Levy”), and the District has conducted, or will conduct, an election under Article X, Section 20 of the Colorado Constitution (“TABOR”) to enable it to impose the Infrastructure Capital Mill Levy and to issue debt repayable, in whole or in part, from the Infrastructure Capital Mill Levy; and

WHEREAS, the parties to this Agreement acknowledge the need for the Regional Infrastructure in order to accomplish the comprehensive development of the property located within the District's service area (the "Property"); and

WHEREAS, the parties further acknowledge that the Town will also have certain infrastructure capital and maintenance needs resulting from the development of the Property (the "Town Infrastructure"); and

WHEREAS, in accordance with the provisions of the Service Plan, the District has agreed to levy a property tax of 5 mills that will be used for the planning, design, construction and maintenance of the Town Infrastructure (the "Town Capital and Maintenance Mill Levy"), and the District has conducted, or will conduct, an election under TABOR to enable it to impose the Town Capital and Maintenance Mill Levy; and

WHEREAS, the parties further acknowledge that the District will have certain ongoing administrative and operating obligations, as well as regional maintenance obligations with regard to the Regional Infrastructure, and in accordance with the provisions of the Service Plan, the District has agreed to levy a property tax of up to 10 mills (the "Operation and Maintenance Mill Levy") for such purposes; and

WHEREAS, the Town has approved the final plat for the Property; and

WHEREAS, the Parties have determined it to be in the best interests of their respective taxpayers, residents and property owners to enter into this Agreement ("Agreement") in order to address the utilization of the various mill levies as well as certain other matters related to the organization, powers and authorities of the District; and

WHEREAS, any capitalized term not specifically defined in this Agreement shall have that meaning as set forth in the Service Plan; and

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Infrastructure Capital Mill Levy. The District agrees to impose a property tax of 5 mills that shall be used for the planning, design and construction of the Regional Infrastructure. The utilization of the Infrastructure Capital Mill Levy is set forth on Exhibit A to this Agreement.

2. Town Capital and Maintenance Mill Levy. The District agrees to impose a property tax of 5 mills that shall be used for the planning, design, construction and/or maintenance of the Town Infrastructure. The utilization of the Infrastructure Capital Mill Levy is set forth on Exhibit B to this Agreement.

3. Operation and Maintenance Mill Levy. The District agrees to impose a property tax of up to 10 mills which shall be retained and used by the District for the ongoing administrative and operating expenses of the District and for the maintenance of certain of the Regional Infrastructure, as set forth on Exhibit C to this Agreement.

4. General Provisions Applicable to the Mill Levies. The Infrastructure Capital Mill Levy and the Town Capital and Maintenance Mill Levy shall be imposed by the District beginning the first year the District certifies a Maximum Debt Mill Levy and shall be subject to the Mill Levy Adjustment. The Operation and Maintenance Mill Levy shall be imposed by the District at the District's discretion but in a manner that will enable the District to perform its administrative and operating obligations and its maintenance obligations in connection with the Regional Infrastructure in a timely and adequate manner. The District acknowledges and agrees that requirement to levy the Infrastructure Capital Mill Levy, the Town Capital and Maintenance Mill Levy and the Operation and Maintenance Mill Levy (together, the "Mill Levies") is a material consideration in, and a condition of, the Town's approval of the District's Service Plan, and that the Town has relied thereon in approving the District's Service Plan. The District specifically agrees that the requirement that the District impose the Mill Levies and to utilize the funds as set forth in this Agreement shall be enforceable by the Town by all remedies available at law or in equity, including without limitation affirmative injunctive relief. The District represents and warrants that it has obtained, or will obtain, all voter authorizations to enable it to impose the Mill Levies, and to pledge the revenues from the Infrastructure Capital Mill Levy and the Town Capital and Maintenance Mill Levy to the repayment of debt issued by either the District or the Town, if and as applicable.

The District shall remit any revenues from the Infrastructure Capital Mill Levy or Town Capital and Maintenance Mill Levy that are due to the Town no later than 30 days after receipt of the same, and the Town shall deposit and maintain any revenues in a separate fund earmarked specifically for use only as set forth in this Agreement (the "Cherry Creek South Metropolitan District Nos. 4-11 Fund"). The monies in the Cherry Creek Metropolitan District Nos. 4-11 Fund shall be applied to any design, planning, engineering, surveying, construction management, labor, materials, operations and administrative costs related to construction of the Regional Infrastructure or the Town Infrastructure, as applicable, as further detailed in this Agreement and the Exhibits attached hereto. On June 30 and December 31 of each year, the Town shall provide to the District an accounting of revenues received from the District attributable to the Infrastructure Capital Mill Levy or Town Capital and Maintenance Mill Levy, along with an itemization of expenditures made in major categories.

5. Operation and Maintenance of the Public Improvements. The District shall dedicate the Public Improvements to the Town or other appropriate jurisdiction or owners association in a manner consistent with the final approved plat, other rules and regulations of the Town, and applicable provisions of the Town Code. The District shall not be authorized to own, operate or maintain any part or all of the Public Improvements, or any other improvements, public or private, unless specifically provided for in this Agreement or separate agreement with the Town.

6. Fire Protection. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain fire protection facilities or services, unless specifically provided for in this Agreement or separate agreement with the Town. This provision shall limit the District's authority to plan for, design, acquire, construct, install, relocate, redevelop or finance fire hydrants and related improvements installed as part of the water system.

7. Television Relay and Translation; Mosquito Control and Other Limitations. Unless specifically provided for in this Agreement or separate agreement with the Town, the District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate, maintain or provide: (a) any television relay and translation facilities and services, other than for the installation of conduit as a part of a street construction project; (b) any mosquito control facilities and services; (c) any solid waste disposal, collection and transportation facilities and services; and (d) any security, covenant enforcement and design review services.

8. Construction Standards. The District will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the Town and of federal and state governmental entities having proper jurisdiction. The District will obtain the Town's approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

9. Issuance of Privately Placed Debt. Prior to the issuance of any privately placed bonds or other obligations, the payment of which the District has promised to impose an *ad valorem* property tax mill levy ("Debt"), the District shall obtain the certification of an External Financial Advisor substantially as follows:

We are [I am] an External Financial Advisor within the meaning of the District's Service Plan.

We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by the District for the [insert the designation of the Debt] does not exceed a market [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

10. Inclusion and Exclusion. The District shall not include within its boundaries any property outside the Service Area (as defined in the Service Plan) without the prior written consent of the Town Council. The District shall not exclude any property from the District if such exclusion will result, or is reasonably anticipated to result, in detriment to the remaining residents and taxpayers within the District, or to the District's bondholders.

11. Total Debt Issuance. The District, together with Cherry Creek South Metropolitan District Nos. 4 and 5, shall not issue Debt in excess of \$170,343,750 in total aggregate principal amount, provided that such limitation shall not be applicable to refunding Bonds issued by the District to refund outstanding Debt. Such limitation shall not apply to the District's pledge of its property tax or specific ownership tax revenues derived from its mill levies to one of the other Districts (as defined in the Service Plan).

12. Monies from Other Governmental Sources. The District shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities that the Town is eligible to apply for, except as may be specifically provided for herein. This Section shall not apply to specific ownership taxes which shall be distributed to and constitute a revenue source for the District without any limitation.

13. Consolidation; Dissolution. The District shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the Town, unless such consolidation is with one of the other Districts, as defined in the Service Plan. The District agrees that it shall take all action necessary to dissolve the District in accordance with the provisions of the Service Plan and applicable state statutes.

14. Service Plan Amendment Requirement. Any action of the District which violates the limitations set forth in Sections V.A.1-13 or VI.B-H of the Service Plan, or which constitutes a material modification under Parker Municipal Code section 10.11.060, shall be deemed to be a material modification to the Service Plan and the Town shall be entitled to all remedies available under State and local law to enjoin any such action(s) of the District. The Town may also seek damages for breach of this Agreement arising from violations by the District of any provision of the Service Plan.

15. Applicable Laws. The District acknowledges that the property within its boundaries shall be subject to all ordinances, rules and regulations of the Town, including without limitation, ordinances, rules and regulations relating to zoning, subdividing, building and land use, and to all related Town land use policies, master plans and related plans.

16. Annual Report. The District shall submit an annual report ("Annual Report") to the Town no later than September 1st of each year following the year in which the Order and Decree creating the District has been issued by the District Court for and in Douglas County, Colorado, pursuant to Parker Municipal Code section 10.11.040 and containing the information set forth in Section VII of the Service Plan. The District shall be not be required to file an annual report if the District has declared inactive status pursuant to Section 32-1-104, C.R.S. The District may file a consolidated Annual Report with one or more of the other Districts.

17. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law, including the Annual Report, shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via Federal Express or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the District:	WHITE BEAR ANKELE TANAKA & WALDRON
	Attn: Kristin B. Tompkins, Esq.
	2154 E. Commons Ave., Suite 2000
	Centennial, CO 80122
	Phone: (303) 858-1800
	E-mail: Ktompkins@wbapc.com

To the Town: Town of Parker
 20120 E. Mainstreet
 Parker, CO 80138-7334
 Attn: Kristin Schledorn, Deputy Town Attorney
 cc: Mary Lou Brown, Finance Director
 Phone: (303) 841-0353
 Fax: (303) 840-9792

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with Federal Express or other nationally recognized overnight air courier service or three (3) business days after deposit in the United States mail. By giving the other party hereto at least ten (10) days written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

18. Miscellaneous.

A. Effective Date. This Agreement shall be in full force and effect and be legally binding upon final approval of the governing bodies of the Parties. No Debt shall be issued by the District until after the effective date of this Agreement.

B. Nonassignability. No party to this Agreement may assign any interest therein to any person without the consent of the other party hereto at that time, and the terms of this Agreement shall inure to the benefit of and be binding upon the respective representatives and successors of each party hereto. The pledge by the District of its revenues to one of the other Districts shall not be deemed an assignment hereunder.

C. Amendments. This Agreement may be amended from time to time by written amendment, duly authorized and signed by representatives of the parties hereto.

D. Severability. If any section, subsection, paragraph, clause, phrase, or other provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, subsection, paragraph, clause, phase, or other provision shall not affect any of the remaining provisions of this Agreement.

E. Execution of Documents. This Agreement shall be executed in two (2) counterparts, either of which shall be regarded for all purposes as one original. Each party agrees that it will execute any and all deeds, instruments, documents, and resolutions or ordinances necessary to give effect to the terms of this Agreement.

F. Waiver. No waiver by either party of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different provision of this Agreement.

G. Default/Remedies. In the event of a breach or default of this Agreement by any party, the non-defaulting party shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

H. Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Colorado. Venue for all actions brought hereunder shall be in the District Court in and for Douglas County.

I. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

J. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

K. No Third Party Beneficiaries. No person or entity who or which is not a party to this Agreement will have any right of action under this Agreement.

L. Entirety. This Agreement (including all exhibits) merges and supersedes all prior negotiations, representations, and agreements, including the Original IGA, between the parties hereto relating to the subject matter hereof and this Agreement, together with the Service Plan provisions that serve to supplement or complement this Agreement, constitutes the entire agreement between the Parties concerning the subject matter hereof.

19. Cooperation with Cherry Creek South Metropolitan District Nos. 4 and 5. Pursuant to the Service Plan, the Town acknowledges and agrees that the District may cooperate with Cherry Creek South Metropolitan District Nos. 4 and 5 for the planning, design, financing, construction, acquisition, operation, or maintenance of the Public Improvements serving the Property, including the Regional Infrastructure, as may be set forth in an intergovernmental agreement among the Districts.

IN WITNESS WHEREOF, this Agreement is executed by the Town and the District as of the date first above written.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

Kristin Schledorn, Deputy Town Attorney

**CHERRY CREEK SOUTH METROPOLITAN
DISTRICT NO. 6**, a quasi-municipal corporation
and political subdivision of the State of Colorado

By: _____
Kurt Wolter, President
Cherry Creek South Metropolitan District
No. 6

ATTEST:

_____, Secretary

EXHIBIT A

Utilization of Infrastructure Capital Mill Levy

The District shall be required to impose the Infrastructure Capital Mill Levy for as long as the District is in existence. The District shall be authorized to impose the Infrastructure Capital Mill Levy and retain the revenues therefrom for the planning, design, financing, acquisition, or construction of all or a portion of the Regional Infrastructure. The District shall provide the Town notice of any obligation repayable in whole or in part from the Infrastructure Capital Mill Levy no later than 30 days following issuance of such obligation, or for any obligation that pre-dates the date of this Agreement, no later than 30 days following approval of this Agreement.

The District shall be permitted to retain revenues from the Infrastructure Capital Mill Levy received by the District to the extent needed to pay debt service on such obligation in the then-current calendar year. The Town agrees that for economic efficiency in financing the Regional Infrastructure, the District may pledge the Infrastructure Capital Mill Levy along with the District's debt service mill levy for the purposes of financing bonds, notes or other obligations, provided that the proceeds generated from the pledge of the Infrastructure Capital Mill Levy are used only to pay the costs of the Regional Infrastructure. Any revenues from the Infrastructure Capital Mill Levy that are not needed to pay debt service on such obligation in the then-current calendar year shall be remitted to the Town within 30 days of receipt by the District of such revenues.

So long as no obligation of the District is outstanding whereby the revenues derived from the Infrastructure Capital Mill Levy are pledged to the repayment of such obligations, in the event the Town determines that the costs related to the Regional Infrastructure are less than the revenues generated from the Infrastructure Capital Mill Levy, the Town may provide notice to the District no later than October 1 that the District may reduce the Infrastructure Capital Mill Levy as provided in such notice from the Town. Any reduction of either the Infrastructure Capital Mill Levy as a result of such notice from the Town shall not constitute a modification of this Agreement or a material modification of the Service Plan.

Until and unless the District has issued an obligation repayable, in whole or in part, from the Infrastructure Capital Mill Levy, any revenues from the Infrastructure Capital Mill Levy received by the District shall be remitted to the Town within 30 days of receipt by the District of such revenues. Upon maturity of any District obligation repayable in part or in whole from revenues generated by the Infrastructure Capital Mill Levy, such revenues shall be remitted to the Town within 30 days of their receipt by the District.

The Town agrees that the revenues received by the Town from the District from the Infrastructure Capital Mill Levy shall only be used for costs associated with the impacts to the Town of the development within the District pursuant to the terms of this Agreement.

The District is authorized to utilize the revenues from the Infrastructure Capital Mill Levy for the planning, design, financing, acquisition, or construction of the following Regional Infrastructure:

- Regional Stormwater, drainage improvements associated with Oak Gulch and regional drainage ways
- Regional Open Space, Parks and Trails as expressly identified in Paragraphs 6, 7, and 8 of the Annexation Agreement
- Construction and maintenance of the following roadways, including associated landscape improvements and traffic signals:
 - o Hess Road
 - o Stroh Road
 - o Chambers Road
 - o Great Plains Way
 - o Jordan Road
 - o Tammy Lane
 - o Bramwell Drive, between Chambers Road and the eastern boundary of the District
 - o The collector road connected Great Plain Way and Bramwell Drive located between Annexation Agreement Planning Areas 36 and 37
 - o Spirit Trail Boulevard from Bramwell Drive to Stroh Road
 - o Red Elder Street, between Annexation Agreement Planning Areas 47 and 48 from Stroh Road to its terminus at the edge of Cherry Creek South Metropolitan District No. 5

EXHIBIT B

Utilization of Town Capital and Maintenance Mill Levy

The District shall be required to impose the Town Capital and Maintenance Mill Levy for as long as the District is in existence. Any revenues from the Town Capital and Maintenance Mill Levy received by the District shall be remitted to the Town within 30 days of receipt by the District of such revenues.

The Town agrees that the revenues received from the Town Capital and Maintenance Mill Levy shall only be used for costs associated with the impacts to the Town of the development within the District pursuant to the terms of this Agreement.

In the event the Town determines that the costs related to the Town Infrastructure are less than the revenues generated from the Town Capital and Maintenance Mill Levy, the Town may provide notice to the District no later than October 1 that the District may reduce the Town Capital and Maintenance Mill Levy as provided in such notice from the Town. Any reduction of the Town Capital and Maintenance Mill Levy as a result of such notice from the Town shall not constitute a modification of this Agreement or a material modification of the Service Plan.

The Town is authorized to utilize the revenues from the Town Capital and Maintenance Mill Levy for the planning, design, financing, acquisition, construction, operation, and maintenance of the following Town Infrastructure:

- The Park Tract and all associated improvements to Planning Area 43
- All roadways, storm sewer and associated items constructed within Town right-of-way
- Regional roadways serving the District
- All storm sewer, detention ponds, stream improvements and other Stormwater conveyance infrastructure located on Town, HOA or District-owned property that is eligible for maintenance assistance through the Town's Stormwater Utility.
- Widening of Chambers Road to a full arterial roadway section through the District boundaries, including additional lanes, sidewalk, curb and gutter, medians and all other associated items.

The parties agree the Town may modify the list of Town Infrastructure provided in this Exhibit B without amending this Agreement upon advance written notice to the District. The District shall have 30 days to object to such modification. In the event the District fails to object within 30 days of receipt of such notice, the Town may proceed to utilize the revenues from the Town Capital and Maintenance Mill Levy as set forth in such written notice which notice shall become a part of this Agreement by Addendum.

EXHIBIT C

Utilization of Operation and Maintenance Mill Levy

The District shall dedicate the Public Improvements (as defined in the Service Plan) to the Town or other appropriate jurisdiction or owners association in a manner consistent with the Approved Development Plan, Annexation Agreement and other rules and regulations of the Town and applicable provisions of the Town Code. The District shall be authorized to own, operate and maintain the Public Improvements not otherwise required to be dedicated to the Town or other public entity. If the Public Improvements are owned by an entity other than the District, the Town or other public entity, such entity shall be responsible for the operation and maintenance unless the District agrees to provide for the operation and maintenance of the Public Improvements pursuant to an agreement with such entity.

The District is authorized to impose up to 10 mills for District administrative and operating expenses as well as maintenance of Regional Infrastructure as set forth below. The Operation and Maintenance Mill Levy shall be imposed by the District at the District's discretion but in a manner that will enable the District to perform its administrative and operating obligations and its maintenance obligations in connection with the Regional Infrastructure in a timely and adequate manner.

- Drainage Improvements (including detention and storm improvements)
- Street Improvements (including roads, curbs, gutters, culverts, sidewalks, bridges, parking facilities, paving, lighting, grading, landscaping, and other street improvements)
- Traffic and Safety Controls
- Open Space and Trails
- Landscaping
- Parks and Recreation Improvements and Facilities, including club houses, recreation centers, and swimming pools
- Retaining Walls
- Irrigation Systems
- Streetscape associated with the improvement of Chambers Road

ORDINANCE NO. 9.312, Series of 2020

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE TOWN OF PARKER AND CHERRY CREEK SOUTH METROPOLITAN DISTRICT NO. 7

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 Cherry Creek South Metropolitan District No. 7, 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 _____, 2020.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2020.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

EXHIBIT 1

AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF PARKER, COLORADO AND CHERRY CREEK SOUTH METROPOLITAN DISTRICT NO. 7

THIS AGREEMENT (the “Agreement”) is made and entered into as of this 18th day of May, 2020, by and between the TOWN OF PARKER, a home rule municipal corporation of the State of Colorado (the “Town”), and the CHERRY CREEK SOUTH METROPOLITAN DISTRICT NO. 7, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”). The Town and the District are collectively referred to as the Parties.

WITNESSETH:

WHEREAS, C.R.S. § 29-1-203 authorizes the Parties to cooperate and contract with one another regarding functions, services and facilities each is authorized to provide; and

WHEREAS, the District was organized to provide those services and to exercise powers as are more specifically set forth in the District’s Amended and Restated Service Plan approved by the Town on May 18, 2020 (the “Service Plan”); and

WHEREAS, the Service Plan makes reference to the execution of an intergovernmental agreement between the Town and the District, as required by Chapter 10.11 of the Town Code; and

WHEREAS, the Town entered into that certain Amended and Restated Stroh/Hess Annexation Agreement (Northern Property) on May 5, 2014, and recorded at Reception No. 20150011482 of the Douglas County Clerk and Recorder’s Office (the “DDCRO”), which agreement was amended on November 26, 2014, recorded at Reception No. 2015004838, and again on September 21, 2015, recorded at Reception No. 2015089147 (as amended, the “Annexation Agreement”) with North Parker Investments, LLC (the Owner”), which provides in part for certain public improvements that are necessary and desirable for the development contemplated by the Annexation Agreement; and

WHEREAS, specific regional improvements were identified in the Service Plan and Annexation Agreement, and as more particularly set forth on Exhibit A (the “Regional Infrastructure”), which Regional Infrastructure the Town has determined is necessary or desirable in connection with the impacts of the development of the Property; and

WHEREAS, pursuant to the Annexation Agreement, the Town is responsible for constructing and owning the Regional Infrastructure, and the Owner is responsible for providing funding for the construction of the Regional Infrastructure; and

WHEREAS, in accordance with the provisions of the Service Plan, the District has agreed to levy a property tax of 5 mills that will be used for the planning, design and construction of the Regional Infrastructure (the “Infrastructure Capital Mill Levy”), and the District has conducted, or will conduct, an election under Article X, Section 20 of the Colorado Constitution (“TABOR”) to enable it to impose the Infrastructure Capital Mill Levy and to issue debt repayable, in whole or in part, from the Infrastructure Capital Mill Levy; and

WHEREAS, the parties to this Agreement acknowledge the need for the Regional Infrastructure in order to accomplish the comprehensive development of the property located within the District's service area (the "Property"); and

WHEREAS, the parties further acknowledge that the Town will also have certain infrastructure capital and maintenance needs resulting from the development of the Property (the "Town Infrastructure"); and

WHEREAS, in accordance with the provisions of the Service Plan, the District has agreed to levy a property tax of 5 mills that will be used for the planning, design, construction and maintenance of the Town Infrastructure (the "Town Capital and Maintenance Mill Levy"), and the District has conducted, or will conduct, an election under TABOR to enable it to impose the Town Capital and Maintenance Mill Levy; and

WHEREAS, the parties further acknowledge that the District will have certain ongoing administrative and operating obligations, as well as regional maintenance obligations with regard to the Regional Infrastructure, and in accordance with the provisions of the Service Plan, the District has agreed to levy a property tax of up to 10 mills (the "Operation and Maintenance Mill Levy") for such purposes; and

WHEREAS, the Town has approved the final plat for the Property; and

WHEREAS, the Parties have determined it to be in the best interests of their respective taxpayers, residents and property owners to enter into this Agreement ("Agreement") in order to address the utilization of the various mill levies as well as certain other matters related to the organization, powers and authorities of the District; and

WHEREAS, any capitalized term not specifically defined in this Agreement shall have that meaning as set forth in the Service Plan; and

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Infrastructure Capital Mill Levy. The District agrees to impose a property tax of 5 mills that shall be used for the planning, design and construction of the Regional Infrastructure. The utilization of the Infrastructure Capital Mill Levy is set forth on Exhibit A to this Agreement.

2. Town Capital and Maintenance Mill Levy. The District agrees to impose a property tax of 5 mills that shall be used for the planning, design, construction and/or maintenance of the Town Infrastructure. The utilization of the Infrastructure Capital Mill Levy is set forth on Exhibit B to this Agreement.

3. Operation and Maintenance Mill Levy. The District agrees to impose a property tax of up to 10 mills which shall be retained and used by the District for the ongoing administrative and operating expenses of the District and for the maintenance of certain of the Regional Infrastructure, as set forth on Exhibit C to this Agreement.

4. General Provisions Applicable to the Mill Levies. The Infrastructure Capital Mill Levy and the Town Capital and Maintenance Mill Levy shall be imposed by the District beginning the first year the District certifies a Maximum Debt Mill Levy and shall be subject to the Mill Levy Adjustment. The Operation and Maintenance Mill Levy shall be imposed by the District at the District's discretion but in a manner that will enable the District to perform its administrative and operating obligations and its maintenance obligations in connection with the Regional Infrastructure in a timely and adequate manner. The District acknowledges and agrees that requirement to levy the Infrastructure Capital Mill Levy, the Town Capital and Maintenance Mill Levy and the Operation and Maintenance Mill Levy (together, the "Mill Levies") is a material consideration in, and a condition of, the Town's approval of the District's Service Plan, and that the Town has relied thereon in approving the District's Service Plan. The District specifically agrees that the requirement that the District impose the Mill Levies and to utilize the funds as set forth in this Agreement shall be enforceable by the Town by all remedies available at law or in equity, including without limitation affirmative injunctive relief. The District represents and warrants that it has obtained, or will obtain, all voter authorizations to enable it to impose the Mill Levies, and to pledge the revenues from the Infrastructure Capital Mill Levy and the Town Capital and Maintenance Mill Levy to the repayment of debt issued by either the District or the Town, if and as applicable.

The District shall remit any revenues from the Infrastructure Capital Mill Levy or Town Capital and Maintenance Mill Levy that are due to the Town no later than 30 days after receipt of the same, and the Town shall deposit and maintain any revenues in a separate fund earmarked specifically for use only as set forth in this Agreement (the "Cherry Creek South Metropolitan District Nos. 4-11 Fund"). The monies in the Cherry Creek Metropolitan District Nos. 4-11 Fund shall be applied to any design, planning, engineering, surveying, construction management, labor, materials, operations and administrative costs related to construction of the Regional Infrastructure or the Town Infrastructure, as applicable, as further detailed in this Agreement and the Exhibits attached hereto. On June 30 and December 31 of each year, the Town shall provide to the District an accounting of revenues received from the District attributable to the Infrastructure Capital Mill Levy or Town Capital and Maintenance Mill Levy, along with an itemization of expenditures made in major categories.

5. Operation and Maintenance of the Public Improvements. The District shall dedicate the Public Improvements to the Town or other appropriate jurisdiction or owners association in a manner consistent with the final approved plat, other rules and regulations of the Town, and applicable provisions of the Town Code. The District shall not be authorized to own, operate or maintain any part or all of the Public Improvements, or any other improvements, public or private, unless specifically provided for in this Agreement or separate agreement with the Town.

6. Fire Protection. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain fire protection facilities or services, unless specifically provided for in this Agreement or separate agreement with the Town. This provision shall limit the District's authority to plan for, design, acquire, construct, install, relocate, redevelop or finance fire hydrants and related improvements installed as part of the water system.

7. Television Relay and Translation; Mosquito Control and Other Limitations. Unless specifically provided for in this Agreement or separate agreement with the Town, the District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate, maintain or provide: (a) any television relay and translation facilities and services, other than for the installation of conduit as a part of a street construction project; (b) any mosquito control facilities and services; (c) any solid waste disposal, collection and transportation facilities and services; and (d) any security, covenant enforcement and design review services.

8. Construction Standards. The District will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the Town and of federal and state governmental entities having proper jurisdiction. The District will obtain the Town's approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

9. Issuance of Privately Placed Debt. Prior to the issuance of any privately placed bonds or other obligations, the payment of which the District has promised to impose an *ad valorem* property tax mill levy ("Debt"), the District shall obtain the certification of an External Financial Advisor substantially as follows:

We are [I am] an External Financial Advisor within the meaning of the District's Service Plan.

We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by the District for the [insert the designation of the Debt] does not exceed a market [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

10. Inclusion and Exclusion. The District shall not include within its boundaries any property outside the Service Area (as defined in the Service Plan) without the prior written consent of the Town Council. The District shall not exclude any property from the District if such exclusion will result, or is reasonably anticipated to result, in detriment to the remaining residents and taxpayers within the District, or to the District's bondholders.

11. Total Debt Issuance. The District, together with Cherry Creek South Metropolitan District Nos. 8, 9 and 11, shall not issue Debt in excess of \$166,518,750 in total aggregate principal amount, provided that such limitation shall not be applicable to refunding Bonds issued by the District to refund outstanding Debt. Such limitation shall not apply to the District's pledge of its property tax or specific ownership tax revenues derived from its mill levies to one of the other Districts (as defined in the Service Plan).

12. Monies from Other Governmental Sources. The District shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities that the Town is eligible to apply for, except as may be specifically provided for herein. This Section shall not apply to specific ownership taxes which shall be distributed to and constitute a revenue source for the District without any limitation.

13. Consolidation; Dissolution. The District shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the Town, unless such consolidation is with one of the other Districts, as defined in the Service Plan. The District agrees that it shall take all action necessary to dissolve the District in accordance with the provisions of the Service Plan and applicable state statutes.

14. Service Plan Amendment Requirement. Any action of the District which violates the limitations set forth in Sections V.A.1-13 or VI.B-H of the Service Plan, or which constitutes a material modification under Parker Municipal Code section 10.11.060, shall be deemed to be a material modification to the Service Plan and the Town shall be entitled to all remedies available under State and local law to enjoin any such action(s) of the District. The Town may also seek damages for breach of this Agreement arising from violations by the District of any provision of the Service Plan.

15. Applicable Laws. The District acknowledges that the property within its boundaries shall be subject to all ordinances, rules and regulations of the Town, including without limitation, ordinances, rules and regulations relating to zoning, subdividing, building and land use, and to all related Town land use policies, master plans and related plans.

16. Annual Report. The District shall submit an annual report ("Annual Report") to the Town no later than September 1st of each year following the year in which the Order and Decree creating the District has been issued by the District Court for and in Douglas County, Colorado, pursuant to Parker Municipal Code section 10.11.040 and containing the information set forth in Section VII of the Service Plan. The District shall be not be required to file an annual report if the District has declared inactive status pursuant to Section 32-1-104, C.R.S. The District may file a consolidated Annual Report with one or more of the other Districts.

17. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law, including the Annual Report, shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via Federal Express or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the District:	WHITE BEAR ANKELE TANAKA & WALDRON
	Attn: Kristin B. Tompkins, Esq.
	2154 E. Commons Ave., Suite 2000
	Centennial, CO 80122
	Phone: (303) 858-1800
	E-mail: Ktompkins@wbapc.com

To the Town: Town of Parker
 20120 E. Mainstreet
 Parker, CO 80138-7334
 Attn: Kristin Schledorn, Deputy Town Attorney
 cc: Mary Lou Brown, Finance Director
 Phone: (303) 841-0353
 Fax: (303) 840-9792

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with Federal Express or other nationally recognized overnight air courier service or three (3) business days after deposit in the United States mail. By giving the other party hereto at least ten (10) days written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

18. Miscellaneous.

A. Effective Date. This Agreement shall be in full force and effect and be legally binding upon final approval of the governing bodies of the Parties. No Debt shall be issued by the District until after the effective date of this Agreement.

B. Nonassignability. No party to this Agreement may assign any interest therein to any person without the consent of the other party hereto at that time, and the terms of this Agreement shall inure to the benefit of and be binding upon the respective representatives and successors of each party hereto. The pledge by the District of its revenues to one of the other Districts shall not be deemed an assignment hereunder.

C. Amendments. This Agreement may be amended from time to time by written amendment, duly authorized and signed by representatives of the parties hereto.

D. Severability. If any section, subsection, paragraph, clause, phrase, or other provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, subsection, paragraph, clause, phase, or other provision shall not affect any of the remaining provisions of this Agreement.

E. Execution of Documents. This Agreement shall be executed in two (2) counterparts, either of which shall be regarded for all purposes as one original. Each party agrees that it will execute any and all deeds, instruments, documents, and resolutions or ordinances necessary to give effect to the terms of this Agreement.

F. Waiver. No waiver by either party of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different provision of this Agreement.

G. Default/Remedies. In the event of a breach or default of this Agreement by any party, the non-defaulting party shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

H. Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Colorado. Venue for all actions brought hereunder shall be in the District Court in and for Douglas County.

I. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

J. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

K. No Third Party Beneficiaries. No person or entity who or which is not a party to this Agreement will have any right of action under this Agreement.

L. Entirety. This Agreement (including all exhibits) merges and supersedes all prior negotiations, representations, and agreements, including the Original IGA, between the parties hereto relating to the subject matter hereof and this Agreement, together with the Service Plan provisions that serve to supplement or complement this Agreement, constitutes the entire agreement between the Parties concerning the subject matter hereof.

19. Cooperation with Cherry Creek South Metropolitan District Nos. 8, 9, and 11. Pursuant to the Service Plan, the Town acknowledges and agrees that the District may cooperate with Cherry Creek South Metropolitan District Nos. 8, 9 and 11 for the planning, design, financing, construction, acquisition, operation, or maintenance of the Public Improvements serving the Property, including the Regional Infrastructure, as may be set forth in an intergovernmental agreement among the Districts.

IN WITNESS WHEREOF, this Agreement is executed by the Town and the District as of the date first above written.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

Kristin Schledorn, Deputy Town Attorney

**CHERRY CREEK SOUTH METROPOLITAN
DISTRICT NO. 7**, a quasi-municipal corporation
and political subdivision of the State of Colorado

By:

Kurt Wolter, President
Cherry Creek South Metropolitan District
No. 7

ATTEST:

_____, Secretary

EXHIBIT A

Utilization of Infrastructure Capital Mill Levy

The District shall be required to impose the Infrastructure Capital Mill Levy for as long as the District is in existence. The District shall be authorized to impose the Infrastructure Capital Mill Levy and retain the revenues therefrom for the planning, design, financing, acquisition, or construction of all or a portion of the Regional Infrastructure. The District shall provide the Town notice of any obligation repayable in whole or in part from the Infrastructure Capital Mill Levy no later than 30 days following issuance of such obligation, or for any obligation that pre-dates the date of this Agreement, no later than 30 days following approval of this Agreement.

The District shall be permitted to retain revenues from the Infrastructure Capital Mill Levy received by the District to the extent needed to pay debt service on such obligation in the then-current calendar year. The Town agrees that for economic efficiency in financing the Regional Infrastructure, the District may pledge the Infrastructure Capital Mill Levy along with the District's debt service mill levy for the purposes of financing bonds, notes or other obligations, provided that the proceeds generated from the pledge of the Infrastructure Capital Mill Levy are used only to pay the costs of the Regional Infrastructure. Any revenues from the Infrastructure Capital Mill Levy that are not needed to pay debt service on such obligation in the then-current calendar year shall be remitted to the Town within 30 days of receipt by the District of such revenues.

So long as no obligation of the District is outstanding whereby the revenues derived from the Infrastructure Capital Mill Levy are pledged to the repayment of such obligations, in the event the Town determines that the costs related to the Regional Infrastructure are less than the revenues generated from the Infrastructure Capital Mill Levy, the Town may provide notice to the District no later than October 1 that the District may reduce the Infrastructure Capital Mill Levy as provided in such notice from the Town. Any reduction of either the Infrastructure Capital Mill Levy as a result of such notice from the Town shall not constitute a modification of this Agreement or a material modification of the Service Plan.

Until and unless the District has issued an obligation repayable, in whole or in part, from the Infrastructure Capital Mill Levy, any revenues from the Infrastructure Capital Mill Levy received by the District shall be remitted to the Town within 30 days of receipt by the District of such revenues. Upon maturity of any District obligation repayable in part or in whole from revenues generated by the Infrastructure Capital Mill Levy, such revenues shall be remitted to the Town within 30 days of their receipt by the District.

The Town agrees that the revenues received by the Town from the District from the Infrastructure Capital Mill Levy shall only be used for costs associated with the impacts to the Town of the development within the District pursuant to the terms of this Agreement.

The District is authorized to utilize the revenues from the Infrastructure Capital Mill Levy for the planning, design, financing, acquisition, or construction of the following Regional Infrastructure:

- Regional Stormwater, drainage improvements associated with Oak Gulch and regional drainage ways
- Regional Open Space, Parks and Trails as expressly identified in Paragraphs 6, 7, and 8 of the Annexation Agreement
- Construction and maintenance of the following roadways, including associated landscape improvements and traffic signals:
 - o Hess Road
 - o Stroh Road
 - o Chambers Road
 - o Great Plains Way
 - o Jordan Road
 - o Tammy Lane
 - o Bramwell Drive, between Chambers Road and the eastern boundary of the District
 - o The collector road connected Great Plain Way and Bramwell Drive located between Annexation Agreement Planning Areas 36 and 37
 - o Spirit Trail Boulevard from Bramwell Drive to Stroh Road
 - o Red Elder Street, between Annexation Agreement Planning Areas 47 and 48 from Stroh Road to its terminus at the edge of Cherry Creek South Metropolitan District No. 5

EXHIBIT B

Utilization of Town Capital and Maintenance Mill Levy

The District shall be required to impose the Town Capital and Maintenance Mill Levy for as long as the District is in existence. Any revenues from the Town Capital and Maintenance Mill Levy received by the District shall be remitted to the Town within 30 days of receipt by the District of such revenues.

The Town agrees that the revenues received from the Town Capital and Maintenance Mill Levy shall only be used for costs associated with the impacts to the Town of the development within the District pursuant to the terms of this Agreement.

In the event the Town determines that the costs related to the Town Infrastructure are less than the revenues generated from the Town Capital and Maintenance Mill Levy, the Town may provide notice to the District no later than October 1 that the District may reduce the Town Capital and Maintenance Mill Levy as provided in such notice from the Town. Any reduction of the Town Capital and Maintenance Mill Levy as a result of such notice from the Town shall not constitute a modification of this Agreement or a material modification of the Service Plan.

The Town is authorized to utilize the revenues from the Town Capital and Maintenance Mill Levy for the planning, design, financing, acquisition, construction, operation, and maintenance of the following Town Infrastructure:

- The Park Tract and all associated improvements to Planning Area 43
- All roadways, storm sewer and associated items constructed within Town right-of-way
- Regional roadways serving the District
- All storm sewer, detention ponds, stream improvements and other Stormwater conveyance infrastructure located on Town, HOA or District-owned property that is eligible for maintenance assistance through the Town's Stormwater Utility.
- Widening of Chambers Road to a full arterial roadway section through the District boundaries, including additional lanes, sidewalk, curb and gutter, medians and all other associated items.

The parties agree the Town may modify the list of Town Infrastructure provided in this Exhibit B without amending this Agreement upon advance written notice to the District. The District shall have 30 days to object to such modification. In the event the District fails to object within 30 days of receipt of such notice, the Town may proceed to utilize the revenues from the Town Capital and Maintenance Mill Levy as set forth in such written notice which notice shall become a part of this Agreement by Addendum.

EXHIBIT C

Utilization of Operation and Maintenance Mill Levy

The District shall dedicate the Public Improvements (as defined in the Service Plan) to the Town or other appropriate jurisdiction or owners association in a manner consistent with the Approved Development Plan, Annexation Agreement and other rules and regulations of the Town and applicable provisions of the Town Code. The District shall be authorized to own, operate and maintain the Public Improvements not otherwise required to be dedicated to the Town or other public entity. If the Public Improvements are owned by an entity other than the District, the Town or other public entity, such entity shall be responsible for the operation and maintenance unless the District agrees to provide for the operation and maintenance of the Public Improvements pursuant to an agreement with such entity.

The District is authorized to impose up to 10 mills for District administrative and operating expenses as well as maintenance of Regional Infrastructure as set forth below. The Operation and Maintenance Mill Levy shall be imposed by the District at the District's discretion but in a manner that will enable the District to perform its administrative and operating obligations and its maintenance obligations in connection with the Regional Infrastructure in a timely and adequate manner.

- Drainage Improvements (including detention and storm improvements)
- Street Improvements (including roads, curbs, gutters, culverts, sidewalks, bridges, parking facilities, paving, lighting, grading, landscaping, and other street improvements)
- Traffic and Safety Controls
- Open Space and Trails
- Landscaping
- Parks and Recreation Improvements and Facilities, including club houses, recreation centers, and swimming pools
- Retaining Walls
- Irrigation Systems
- Streetscape associated with the improvement of Chambers Road

ORDINANCE NO. 9.313, Series of 2020

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE TOWN OF PARKER AND CHERRY CREEK SOUTH METROPOLITAN DISTRICT NO. 8

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 Cherry Creek South Metropolitan District No. 8, 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 _____, 2020.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2020.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

EXHIBIT 1

AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF PARKER, COLORADO AND CHERRY CREEK SOUTH METROPOLITAN DISTRICT NO. 8

THIS AGREEMENT (the “Agreement”) is made and entered into as of this 18th day of May, 2020, by and between the TOWN OF PARKER, a home rule municipal corporation of the State of Colorado (the “Town”), and the CHERRY CREEK SOUTH METROPOLITAN DISTRICT NO. 8, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”). The Town and the District are collectively referred to as the Parties.

WITNESSETH:

WHEREAS, C.R.S. § 29-1-203 authorizes the Parties to cooperate and contract with one another regarding functions, services and facilities each is authorized to provide; and

WHEREAS, the District was organized to provide those services and to exercise powers as are more specifically set forth in the District’s Amended and Restated Service Plan approved by the Town on May 18, 2020 (the “Service Plan”); and

WHEREAS, the Service Plan makes reference to the execution of an intergovernmental agreement between the Town and the District, as required by Chapter 10.11 of the Town Code; and

WHEREAS, the Town entered into that certain Amended and Restated Stroh/Hess Annexation Agreement (Northern Property) on May 5, 2014, and recorded at Reception No. 20150011482 of the Douglas County Clerk and Recorder’s Office (the “DDCRO”), which agreement was amended on November 26, 2014, recorded at Reception No. 2015004838, and again on September 21, 2015, recorded at Reception No. 2015089147 (as amended, the “Annexation Agreement”) with North Parker Investments, LLC (the Owner”), which provides in part for certain public improvements that are necessary and desirable for the development contemplated by the Annexation Agreement; and

WHEREAS, specific regional improvements were identified in the Service Plan and Annexation Agreement, and as more particularly set forth on Exhibit A (the “Regional Infrastructure”), which Regional Infrastructure the Town has determined is necessary or desirable in connection with the impacts of the development of the Property; and

WHEREAS, pursuant to the Annexation Agreement, the Town is responsible for constructing and owning the Regional Infrastructure, and the Owner is responsible for providing funding for the construction of the Regional Infrastructure; and

WHEREAS, in accordance with the provisions of the Service Plan, the District has agreed to levy a property tax of 5 mills that will be used for the planning, design and construction of the Regional Infrastructure (the “Infrastructure Capital Mill Levy”), and the District has conducted, or will conduct, an election under Article X, Section 20 of the Colorado Constitution (“TABOR”) to enable it to impose the Infrastructure Capital Mill Levy and to issue debt repayable, in whole or in part, from the Infrastructure Capital Mill Levy; and

WHEREAS, the parties to this Agreement acknowledge the need for the Regional Infrastructure in order to accomplish the comprehensive development of the property located within the District's service area (the "Property"); and

WHEREAS, the parties further acknowledge that the Town will also have certain infrastructure capital and maintenance needs resulting from the development of the Property (the "Town Infrastructure"); and

WHEREAS, in accordance with the provisions of the Service Plan, the District has agreed to levy a property tax of 5 mills that will be used for the planning, design, construction and maintenance of the Town Infrastructure (the "Town Capital and Maintenance Mill Levy"), and the District has conducted, or will conduct, an election under TABOR to enable it to impose the Town Capital and Maintenance Mill Levy; and

WHEREAS, the parties further acknowledge that the District will have certain ongoing administrative and operating obligations, as well as regional maintenance obligations with regard to the Regional Infrastructure, and in accordance with the provisions of the Service Plan, the District has agreed to levy a property tax of up to 10 mills (the "Operation and Maintenance Mill Levy") for such purposes; and

WHEREAS, the Town has approved the final plat for the Property; and

WHEREAS, the Parties have determined it to be in the best interests of their respective taxpayers, residents and property owners to enter into this Agreement ("Agreement") in order to address the utilization of the various mill levies as well as certain other matters related to the organization, powers and authorities of the District; and

WHEREAS, any capitalized term not specifically defined in this Agreement shall have that meaning as set forth in the Service Plan; and

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Infrastructure Capital Mill Levy. The District agrees to impose a property tax of 5 mills that shall be used for the planning, design and construction of the Regional Infrastructure. The utilization of the Infrastructure Capital Mill Levy is set forth on Exhibit A to this Agreement.

2. Town Capital and Maintenance Mill Levy. The District agrees to impose a property tax of 5 mills that shall be used for the planning, design, construction and/or maintenance of the Town Infrastructure. The utilization of the Infrastructure Capital Mill Levy is set forth on Exhibit B to this Agreement.

3. Operation and Maintenance Mill Levy. The District agrees to impose a property tax of up to 10 mills which shall be retained and used by the District for the ongoing administrative and operating expenses of the District and for the maintenance of certain of the Regional Infrastructure, as set forth on Exhibit C to this Agreement.

4. General Provisions Applicable to the Mill Levies. The Infrastructure Capital Mill Levy and the Town Capital and Maintenance Mill Levy shall be imposed by the District beginning the first year the District certifies a Maximum Debt Mill Levy and shall be subject to the Mill Levy Adjustment. The Operation and Maintenance Mill Levy shall be imposed by the District at the District's discretion but in a manner that will enable the District to perform its administrative and operating obligations and its maintenance obligations in connection with the Regional Infrastructure in a timely and adequate manner. The District acknowledges and agrees that requirement to levy the Infrastructure Capital Mill Levy, the Town Capital and Maintenance Mill Levy and the Operation and Maintenance Mill Levy (together, the "Mill Levies") is a material consideration in, and a condition of, the Town's approval of the District's Service Plan, and that the Town has relied thereon in approving the District's Service Plan. The District specifically agrees that the requirement that the District impose the Mill Levies and to utilize the funds as set forth in this Agreement shall be enforceable by the Town by all remedies available at law or in equity, including without limitation affirmative injunctive relief. The District represents and warrants that it has obtained, or will obtain, all voter authorizations to enable it to impose the Mill Levies, and to pledge the revenues from the Infrastructure Capital Mill Levy and the Town Capital and Maintenance Mill Levy to the repayment of debt issued by either the District or the Town, if and as applicable.

The District shall remit any revenues from the Infrastructure Capital Mill Levy or Town Capital and Maintenance Mill Levy that are due to the Town no later than 30 days after receipt of the same, and the Town shall deposit and maintain any revenues in a separate fund earmarked specifically for use only as set forth in this Agreement (the "Cherry Creek South Metropolitan District Nos. 4-11 Fund"). The monies in the Cherry Creek Metropolitan District Nos. 4-11 Fund shall be applied to any design, planning, engineering, surveying, construction management, labor, materials, operations and administrative costs related to construction of the Regional Infrastructure or the Town Infrastructure, as applicable, as further detailed in this Agreement and the Exhibits attached hereto. On June 30 and December 31 of each year, the Town shall provide to the District an accounting of revenues received from the District attributable to the Infrastructure Capital Mill Levy or Town Capital and Maintenance Mill Levy, along with an itemization of expenditures made in major categories.

5. Operation and Maintenance of the Public Improvements. The District shall dedicate the Public Improvements to the Town or other appropriate jurisdiction or owners association in a manner consistent with the final approved plat, other rules and regulations of the Town, and applicable provisions of the Town Code. The District shall not be authorized to own, operate or maintain any part or all of the Public Improvements, or any other improvements, public or private, unless specifically provided for in this Agreement or separate agreement with the Town.

6. Fire Protection. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain fire protection facilities or services, unless specifically provided for in this Agreement or separate agreement with the Town. This provision shall limit the District's authority to plan for, design, acquire, construct, install, relocate, redevelop or finance fire hydrants and related improvements installed as part of the water system.

7. Television Relay and Translation; Mosquito Control and Other Limitations. Unless specifically provided for in this Agreement or separate agreement with the Town, the District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate, maintain or provide: (a) any television relay and translation facilities and services, other than for the installation of conduit as a part of a street construction project; (b) any mosquito control facilities and services; (c) any solid waste disposal, collection and transportation facilities and services; and (d) any security, covenant enforcement and design review services.

8. Construction Standards. The District will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the Town and of federal and state governmental entities having proper jurisdiction. The District will obtain the Town's approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

9. Issuance of Privately Placed Debt. Prior to the issuance of any privately placed bonds or other obligations, the payment of which the District has promised to impose an *ad valorem* property tax mill levy ("Debt"), the District shall obtain the certification of an External Financial Advisor substantially as follows:

We are [I am] an External Financial Advisor within the meaning of the District's Service Plan.

We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by the District for the [insert the designation of the Debt] does not exceed a market [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

10. Inclusion and Exclusion. The District shall not include within its boundaries any property outside the Service Area (as defined in the Service Plan) without the prior written consent of the Town Council. The District shall not exclude any property from the District if such exclusion will result, or is reasonably anticipated to result, in detriment to the remaining residents and taxpayers within the District, or to the District's bondholders.

11. Total Debt Issuance. The District, together with Cherry Creek South Metropolitan District Nos. 7, 9 and 11, shall not issue Debt in excess of \$166,518,750 in total aggregate principal amount, provided that such limitation shall not be applicable to refunding Bonds issued by the District to refund outstanding Debt. Such limitation shall not apply to the District's pledge of its property tax or specific ownership tax revenues derived from its mill levies to one of the other Districts (as defined in the Service Plan).

12. Monies from Other Governmental Sources. The District shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities that the Town is eligible to apply for, except as may be specifically provided for herein. This Section shall not apply to specific ownership taxes which shall be distributed to and constitute a revenue source for the District without any limitation.

13. Consolidation; Dissolution. The District shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the Town, unless such consolidation is with one of the other Districts, as defined in the Service Plan. The District agrees that it shall take all action necessary to dissolve the District in accordance with the provisions of the Service Plan and applicable state statutes.

14. Service Plan Amendment Requirement. Any action of the District which violates the limitations set forth in Sections V.A.1-13 or VI.B-H of the Service Plan, or which constitutes a material modification under Parker Municipal Code section 10.11.060, shall be deemed to be a material modification to the Service Plan and the Town shall be entitled to all remedies available under State and local law to enjoin any such action(s) of the District. The Town may also seek damages for breach of this Agreement arising from violations by the District of any provision of the Service Plan.

15. Applicable Laws. The District acknowledges that the property within its boundaries shall be subject to all ordinances, rules and regulations of the Town, including without limitation, ordinances, rules and regulations relating to zoning, subdividing, building and land use, and to all related Town land use policies, master plans and related plans.

16. Annual Report. The District shall submit an annual report ("Annual Report") to the Town no later than September 1st of each year following the year in which the Order and Decree creating the District has been issued by the District Court for and in Douglas County, Colorado, pursuant to Parker Municipal Code section 10.11.040 and containing the information set forth in Section VII of the Service Plan. The District shall be not be required to file an annual report if the District has declared inactive status pursuant to Section 32-1-104, C.R.S. The District may file a consolidated Annual Report with one or more of the other Districts.

17. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law, including the Annual Report, shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via Federal Express or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the District:	WHITE BEAR ANKELE TANAKA & WALDRON
	Attn: Kristin B. Tompkins, Esq.
	2154 E. Commons Ave., Suite 2000
	Centennial, CO 80122
	Phone: (303) 858-1800
	E-mail: Ktompkins@wbapc.com

To the Town: Town of Parker
 20120 E. Mainstreet
 Parker, CO 80138-7334
 Attn: Kristin Schledorn, Deputy Town Attorney
 cc: Mary Lou Brown, Finance Director
 Phone: (303) 841-0353
 Fax: (303) 840-9792

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with Federal Express or other nationally recognized overnight air courier service or three (3) business days after deposit in the United States mail. By giving the other party hereto at least ten (10) days written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

18. Miscellaneous.

A. Effective Date. This Agreement shall be in full force and effect and be legally binding upon final approval of the governing bodies of the Parties. No Debt shall be issued by the District until after the effective date of this Agreement.

B. Nonassignability. No party to this Agreement may assign any interest therein to any person without the consent of the other party hereto at that time, and the terms of this Agreement shall inure to the benefit of and be binding upon the respective representatives and successors of each party hereto. The pledge by the District of its revenues to one of the other Districts shall not be deemed an assignment hereunder.

C. Amendments. This Agreement may be amended from time to time by written amendment, duly authorized and signed by representatives of the parties hereto.

D. Severability. If any section, subsection, paragraph, clause, phrase, or other provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, subsection, paragraph, clause, phase, or other provision shall not affect any of the remaining provisions of this Agreement.

E. Execution of Documents. This Agreement shall be executed in two (2) counterparts, either of which shall be regarded for all purposes as one original. Each party agrees that it will execute any and all deeds, instruments, documents, and resolutions or ordinances necessary to give effect to the terms of this Agreement.

F. Waiver. No waiver by either party of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different provision of this Agreement.

G. Default/Remedies. In the event of a breach or default of this Agreement by any party, the non-defaulting party shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

H. Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Colorado. Venue for all actions brought hereunder shall be in the District Court in and for Douglas County.

I. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

J. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

K. No Third Party Beneficiaries. No person or entity who or which is not a party to this Agreement will have any right of action under this Agreement.

L. Entirety. This Agreement (including all exhibits) merges and supersedes all prior negotiations, representations, and agreements, including the Original IGA, between the parties hereto relating to the subject matter hereof and this Agreement, together with the Service Plan provisions that serve to supplement or complement this Agreement, constitutes the entire agreement between the Parties concerning the subject matter hereof.

19. Cooperation with Cherry Creek South Metropolitan District Nos. 7, 9, and 11. Pursuant to the Service Plan, the Town acknowledges and agrees that the District may cooperate with Cherry Creek South Metropolitan District Nos. 7, 9 and 11 for the planning, design, financing, construction, acquisition, operation, or maintenance of the Public Improvements serving the Property, including the Regional Infrastructure, as may be set forth in an intergovernmental agreement among the Districts.

IN WITNESS WHEREOF, this Agreement is executed by the Town and the District as of the date first above written.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

Kristin Schledorn, Deputy Town Attorney

**CHERRY CREEK SOUTH METROPOLITAN
DISTRICT NO. 8**, a quasi-municipal corporation
and political subdivision of the State of Colorado

By:

Kurt Wolter, President
Cherry Creek South Metropolitan District
No. 8

ATTEST:

_____, Secretary

EXHIBIT A

Utilization of Infrastructure Capital Mill Levy

The District shall be required to impose the Infrastructure Capital Mill Levy for as long as the District is in existence. The District shall be authorized to impose the Infrastructure Capital Mill Levy and retain the revenues therefrom for the planning, design, financing, acquisition, or construction of all or a portion of the Regional Infrastructure. The District shall provide the Town notice of any obligation repayable in whole or in part from the Infrastructure Capital Mill Levy no later than 30 days following issuance of such obligation, or for any obligation that pre-dates the date of this Agreement, no later than 30 days following approval of this Agreement.

The District shall be permitted to retain revenues from the Infrastructure Capital Mill Levy received by the District to the extent needed to pay debt service on such obligation in the then-current calendar year. The Town agrees that for economic efficiency in financing the Regional Infrastructure, the District may pledge the Infrastructure Capital Mill Levy along with the District's debt service mill levy for the purposes of financing bonds, notes or other obligations, provided that the proceeds generated from the pledge of the Infrastructure Capital Mill Levy are used only to pay the costs of the Regional Infrastructure. Any revenues from the Infrastructure Capital Mill Levy that are not needed to pay debt service on such obligation in the then-current calendar year shall be remitted to the Town within 30 days of receipt by the District of such revenues.

So long as no obligation of the District is outstanding whereby the revenues derived from the Infrastructure Capital Mill Levy are pledged to the repayment of such obligations, in the event the Town determines that the costs related to the Regional Infrastructure are less than the revenues generated from the Infrastructure Capital Mill Levy, the Town may provide notice to the District no later than October 1 that the District may reduce the Infrastructure Capital Mill Levy as provided in such notice from the Town. Any reduction of either the Infrastructure Capital Mill Levy as a result of such notice from the Town shall not constitute a modification of this Agreement or a material modification of the Service Plan.

Until and unless the District has issued an obligation repayable, in whole or in part, from the Infrastructure Capital Mill Levy, any revenues from the Infrastructure Capital Mill Levy received by the District shall be remitted to the Town within 30 days of receipt by the District of such revenues. Upon maturity of any District obligation repayable in part or in whole from revenues generated by the Infrastructure Capital Mill Levy, such revenues shall be remitted to the Town within 30 days of their receipt by the District.

The Town agrees that the revenues received by the Town from the District from the Infrastructure Capital Mill Levy shall only be used for costs associated with the impacts to the Town of the development within the District pursuant to the terms of this Agreement.

The District is authorized to utilize the revenues from the Infrastructure Capital Mill Levy for the planning, design, financing, acquisition, or construction of the following Regional Infrastructure:

- Regional Stormwater, drainage improvements associated with Oak Gulch and regional drainage ways
- Regional Open Space, Parks and Trails as expressly identified in Paragraphs 6, 7, and 8 of the Annexation Agreement
- Construction and maintenance of the following roadways, including associated landscape improvements and traffic signals:
 - o Hess Road
 - o Stroh Road
 - o Chambers Road
 - o Great Plains Way
 - o Jordan Road
 - o Tammy Lane
 - o Bramwell Drive, between Chambers Road and the eastern boundary of the District
 - o The collector road connected Great Plain Way and Bramwell Drive located between Annexation Agreement Planning Areas 36 and 37
 - o Spirit Trail Boulevard from Bramwell Drive to Stroh Road
 - o Red Elder Street, between Annexation Agreement Planning Areas 47 and 48 from Stroh Road to its terminus at the edge of Cherry Creek South Metropolitan District No. 5

EXHIBIT B

Utilization of Town Capital and Maintenance Mill Levy

The District shall be required to impose the Town Capital and Maintenance Mill Levy for as long as the District is in existence. Any revenues from the Town Capital and Maintenance Mill Levy received by the District shall be remitted to the Town within 30 days of receipt by the District of such revenues.

The Town agrees that the revenues received from the Town Capital and Maintenance Mill Levy shall only be used for costs associated with the impacts to the Town of the development within the District pursuant to the terms of this Agreement.

In the event the Town determines that the costs related to the Town Infrastructure are less than the revenues generated from the Town Capital and Maintenance Mill Levy, the Town may provide notice to the District no later than October 1 that the District may reduce the Town Capital and Maintenance Mill Levy as provided in such notice from the Town. Any reduction of the Town Capital and Maintenance Mill Levy as a result of such notice from the Town shall not constitute a modification of this Agreement or a material modification of the Service Plan.

The Town is authorized to utilize the revenues from the Town Capital and Maintenance Mill Levy for the planning, design, financing, acquisition, construction, operation, and maintenance of the following Town Infrastructure:

- The Park Tract and all associated improvements to Planning Area 43
- All roadways, storm sewer and associated items constructed within Town right-of-way
- Regional roadways serving the District
- All storm sewer, detention ponds, stream improvements and other Stormwater conveyance infrastructure located on Town, HOA or District-owned property that is eligible for maintenance assistance through the Town's Stormwater Utility.
- Widening of Chambers Road to a full arterial roadway section through the District boundaries, including additional lanes, sidewalk, curb and gutter, medians and all other associated items.

The parties agree the Town may modify the list of Town Infrastructure provided in this Exhibit B without amending this Agreement upon advance written notice to the District. The District shall have 30 days to object to such modification. In the event the District fails to object within 30 days of receipt of such notice, the Town may proceed to utilize the revenues from the Town Capital and Maintenance Mill Levy as set forth in such written notice which notice shall become a part of this Agreement by Addendum.

EXHIBIT C

Utilization of Operation and Maintenance Mill Levy

The District shall dedicate the Public Improvements (as defined in the Service Plan) to the Town or other appropriate jurisdiction or owners association in a manner consistent with the Approved Development Plan, Annexation Agreement and other rules and regulations of the Town and applicable provisions of the Town Code. The District shall be authorized to own, operate and maintain the Public Improvements not otherwise required to be dedicated to the Town or other public entity. If the Public Improvements are owned by an entity other than the District, the Town or other public entity, such entity shall be responsible for the operation and maintenance unless the District agrees to provide for the operation and maintenance of the Public Improvements pursuant to an agreement with such entity.

The District is authorized to impose up to 10 mills for District administrative and operating expenses as well as maintenance of Regional Infrastructure as set forth below. The Operation and Maintenance Mill Levy shall be imposed by the District at the District's discretion but in a manner that will enable the District to perform its administrative and operating obligations and its maintenance obligations in connection with the Regional Infrastructure in a timely and adequate manner.

- Drainage Improvements (including detention and storm improvements)
- Street Improvements (including roads, curbs, gutters, culverts, sidewalks, bridges, parking facilities, paving, lighting, grading, landscaping, and other street improvements)
- Traffic and Safety Controls
- Open Space and Trails
- Landscaping
- Parks and Recreation Improvements and Facilities, including club houses, recreation centers, and swimming pools
- Retaining Walls
- Irrigation Systems
- Streetscape associated with the improvement of Chambers Road

ORDINANCE NO. 9.314, Series of 2020

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE TOWN OF PARKER AND CHERRY CREEK SOUTH METROPOLITAN DISTRICT NO. 9

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 Cherry Creek South Metropolitan District No. 9, 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 _____, 2020.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2020.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

EXHIBIT 1

AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF PARKER, COLORADO AND CHERRY CREEK SOUTH METROPOLITAN DISTRICT NO. 9

THIS AGREEMENT (the “Agreement”) is made and entered into as of this 18th day of May, 2020, by and between the TOWN OF PARKER, a home rule municipal corporation of the State of Colorado (the “Town”), and the CHERRY CREEK SOUTH METROPOLITAN DISTRICT NO. 9, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”). The Town and the District are collectively referred to as the Parties.

WITNESSETH:

WHEREAS, C.R.S. § 29-1-203 authorizes the Parties to cooperate and contract with one another regarding functions, services and facilities each is authorized to provide; and

WHEREAS, the District was organized to provide those services and to exercise powers as are more specifically set forth in the District’s Amended and Restated Service Plan approved by the Town on May 18, 2020 (the “Service Plan”); and

WHEREAS, the Service Plan makes reference to the execution of an intergovernmental agreement between the Town and the District, as required by Chapter 10.11 of the Town Code; and

WHEREAS, the Town entered into that certain Amended and Restated Stroh/Hess Annexation Agreement (Northern Property) on May 5, 2014, and recorded at Reception No. 20150011482 of the Douglas County Clerk and Recorder’s Office (the “DDCRO”), which agreement was amended on November 26, 2014, recorded at Reception No. 2015004838, and again on September 21, 2015, recorded at Reception No. 2015089147 (as amended, the “Annexation Agreement”) with North Parker Investments, LLC (the Owner”), which provides in part for certain public improvements that are necessary and desirable for the development contemplated by the Annexation Agreement; and

WHEREAS, specific regional improvements were identified in the Service Plan and Annexation Agreement, and as more particularly set forth on Exhibit A (the “Regional Infrastructure”), which Regional Infrastructure the Town has determined is necessary or desirable in connection with the impacts of the development of the Property; and

WHEREAS, pursuant to the Annexation Agreement, the Town is responsible for constructing and owning the Regional Infrastructure, and the Owner is responsible for providing funding for the construction of the Regional Infrastructure; and

WHEREAS, in accordance with the provisions of the Service Plan, the District has agreed to levy a property tax of 5 mills that will be used for the planning, design and construction of the Regional Infrastructure (the “Infrastructure Capital Mill Levy”), and the District has conducted, or will conduct, an election under Article X, Section 20 of the Colorado Constitution (“TABOR”) to enable it to impose the Infrastructure Capital Mill Levy and to issue debt repayable, in whole or in part, from the Infrastructure Capital Mill Levy; and

WHEREAS, the parties to this Agreement acknowledge the need for the Regional Infrastructure in order to accomplish the comprehensive development of the property located within the District's service area (the "Property"); and

WHEREAS, the parties further acknowledge that the Town will also have certain infrastructure capital and maintenance needs resulting from the development of the Property (the "Town Infrastructure"); and

WHEREAS, in accordance with the provisions of the Service Plan, the District has agreed to levy a property tax of 5 mills that will be used for the planning, design, construction and maintenance of the Town Infrastructure (the "Town Capital and Maintenance Mill Levy"), and the District has conducted, or will conduct, an election under TABOR to enable it to impose the Town Capital and Maintenance Mill Levy; and

WHEREAS, the parties further acknowledge that the District will have certain ongoing administrative and operating obligations, as well as regional maintenance obligations with regard to the Regional Infrastructure, and in accordance with the provisions of the Service Plan, the District has agreed to levy a property tax of up to 10 mills (the "Operation and Maintenance Mill Levy") for such purposes; and

WHEREAS, the Town has approved the final plat for the Property; and

WHEREAS, the Parties have determined it to be in the best interests of their respective taxpayers, residents and property owners to enter into this Agreement ("Agreement") in order to address the utilization of the various mill levies as well as certain other matters related to the organization, powers and authorities of the District; and

WHEREAS, any capitalized term not specifically defined in this Agreement shall have that meaning as set forth in the Service Plan; and

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Infrastructure Capital Mill Levy. The District agrees to impose a property tax of 5 mills that shall be used for the planning, design and construction of the Regional Infrastructure. The utilization of the Infrastructure Capital Mill Levy is set forth on Exhibit A to this Agreement.

2. Town Capital and Maintenance Mill Levy. The District agrees to impose a property tax of 5 mills that shall be used for the planning, design, construction and/or maintenance of the Town Infrastructure. The utilization of the Infrastructure Capital Mill Levy is set forth on Exhibit B to this Agreement.

3. Operation and Maintenance Mill Levy. The District agrees to impose a property tax of up to 10 mills which shall be retained and used by the District for the ongoing administrative and operating expenses of the District and for the maintenance of certain of the Regional Infrastructure, as set forth on Exhibit C to this Agreement.

4. General Provisions Applicable to the Mill Levies. The Infrastructure Capital Mill Levy and the Town Capital and Maintenance Mill Levy shall be imposed by the District beginning the first year the District certifies a Maximum Debt Mill Levy and shall be subject to the Mill Levy Adjustment. The Operation and Maintenance Mill Levy shall be imposed by the District at the District's discretion but in a manner that will enable the District to perform its administrative and operating obligations and its maintenance obligations in connection with the Regional Infrastructure in a timely and adequate manner. The District acknowledges and agrees that requirement to levy the Infrastructure Capital Mill Levy, the Town Capital and Maintenance Mill Levy and the Operation and Maintenance Mill Levy (together, the "Mill Levies") is a material consideration in, and a condition of, the Town's approval of the District's Service Plan, and that the Town has relied thereon in approving the District's Service Plan. The District specifically agrees that the requirement that the District impose the Mill Levies and to utilize the funds as set forth in this Agreement shall be enforceable by the Town by all remedies available at law or in equity, including without limitation affirmative injunctive relief. The District represents and warrants that it has obtained, or will obtain, all voter authorizations to enable it to impose the Mill Levies, and to pledge the revenues from the Infrastructure Capital Mill Levy and the Town Capital and Maintenance Mill Levy to the repayment of debt issued by either the District or the Town, if and as applicable.

The District shall remit any revenues from the Infrastructure Capital Mill Levy or Town Capital and Maintenance Mill Levy that are due to the Town no later than 30 days after receipt of the same, and the Town shall deposit and maintain any revenues in a separate fund earmarked specifically for use only as set forth in this Agreement (the "Cherry Creek South Metropolitan District Nos. 4-11 Fund"). The monies in the Cherry Creek Metropolitan District Nos. 4-11 Fund shall be applied to any design, planning, engineering, surveying, construction management, labor, materials, operations and administrative costs related to construction of the Regional Infrastructure or the Town Infrastructure, as applicable, as further detailed in this Agreement and the Exhibits attached hereto. On June 30 and December 31 of each year, the Town shall provide to the District an accounting of revenues received from the District attributable to the Infrastructure Capital Mill Levy or Town Capital and Maintenance Mill Levy, along with an itemization of expenditures made in major categories.

5. Operation and Maintenance of the Public Improvements. The District shall dedicate the Public Improvements to the Town or other appropriate jurisdiction or owners association in a manner consistent with the final approved plat, other rules and regulations of the Town, and applicable provisions of the Town Code. The District shall not be authorized to own, operate or maintain any part or all of the Public Improvements, or any other improvements, public or private, unless specifically provided for in this Agreement or separate agreement with the Town.

6. Fire Protection. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain fire protection facilities or services, unless specifically provided for in this Agreement or separate agreement with the Town. This provision shall limit the District's authority to plan for, design, acquire, construct, install, relocate, redevelop or finance fire hydrants and related improvements installed as part of the water system.

7. Television Relay and Translation; Mosquito Control and Other Limitations. Unless specifically provided for in this Agreement or separate agreement with the Town, the District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate, maintain or provide: (a) any television relay and translation facilities and services, other than for the installation of conduit as a part of a street construction project; (b) any mosquito control facilities and services; (c) any solid waste disposal, collection and transportation facilities and services; and (d) any security, covenant enforcement and design review services.

8. Construction Standards. The District will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the Town and of federal and state governmental entities having proper jurisdiction. The District will obtain the Town's approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

9. Issuance of Privately Placed Debt. Prior to the issuance of any privately placed bonds or other obligations, the payment of which the District has promised to impose an *ad valorem* property tax mill levy ("Debt"), the District shall obtain the certification of an External Financial Advisor substantially as follows:

We are [I am] an External Financial Advisor within the meaning of the District's Service Plan.

We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by the District for the [insert the designation of the Debt] does not exceed a market [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

10. Inclusion and Exclusion. The District shall not include within its boundaries any property outside the Service Area (as defined in the Service Plan) without the prior written consent of the Town Council. The District shall not exclude any property from the District if such exclusion will result, or is reasonably anticipated to result, in detriment to the remaining residents and taxpayers within the District, or to the District's bondholders.

11. Total Debt Issuance. The District, together with Cherry Creek South Metropolitan District Nos. 7, 8 and 11, shall not issue Debt in excess of \$166,518,750 in total aggregate principal amount, provided that such limitation shall not be applicable to refunding Bonds issued by the District to refund outstanding Debt. Such limitation shall not apply to the District's pledge of its property tax or specific ownership tax revenues derived from its mill levies to one of the other Districts (as defined in the Service Plan).

12. Monies from Other Governmental Sources. The District shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities that the Town is eligible to apply for, except as may be specifically provided for herein. This Section shall not apply to specific ownership taxes which shall be distributed to and constitute a revenue source for the District without any limitation.

13. Consolidation; Dissolution. The District shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the Town, unless such consolidation is with one of the other Districts, as defined in the Service Plan. The District agrees that it shall take all action necessary to dissolve the District in accordance with the provisions of the Service Plan and applicable state statutes.

14. Service Plan Amendment Requirement. Any action of the District which violates the limitations set forth in Sections V.A.1-13 or VI.B-H of the Service Plan, or which constitutes a material modification under Parker Municipal Code section 10.11.060, shall be deemed to be a material modification to the Service Plan and the Town shall be entitled to all remedies available under State and local law to enjoin any such action(s) of the District. The Town may also seek damages for breach of this Agreement arising from violations by the District of any provision of the Service Plan.

15. Applicable Laws. The District acknowledges that the property within its boundaries shall be subject to all ordinances, rules and regulations of the Town, including without limitation, ordinances, rules and regulations relating to zoning, subdividing, building and land use, and to all related Town land use policies, master plans and related plans.

16. Annual Report. The District shall submit an annual report ("Annual Report") to the Town no later than September 1st of each year following the year in which the Order and Decree creating the District has been issued by the District Court for and in Douglas County, Colorado, pursuant to Parker Municipal Code section 10.11.040 and containing the information set forth in Section VII of the Service Plan. The District shall be not be required to file an annual report if the District has declared inactive status pursuant to Section 32-1-104, C.R.S. The District may file a consolidated Annual Report with one or more of the other Districts.

17. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law, including the Annual Report, shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via Federal Express or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the District:	WHITE BEAR ANKELE TANAKA & WALDRON
	Attn: Kristin B. Tompkins, Esq.
	2154 E. Commons Ave., Suite 2000
	Centennial, CO 80122
	Phone: (303) 858-1800
	E-mail: Ktompkins@wbapc.com

To the Town: Town of Parker
 20120 E. Mainstreet
 Parker, CO 80138-7334
 Attn: Kristin Schledorn, Deputy Town Attorney
 cc: Mary Lou Brown, Finance Director
 Phone: (303) 841-0353
 Fax: (303) 840-9792

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with Federal Express or other nationally recognized overnight air courier service or three (3) business days after deposit in the United States mail. By giving the other party hereto at least ten (10) days written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

18. Miscellaneous.

A. Effective Date. This Agreement shall be in full force and effect and be legally binding upon final approval of the governing bodies of the Parties. No Debt shall be issued by the District until after the effective date of this Agreement.

B. Nonassignability. No party to this Agreement may assign any interest therein to any person without the consent of the other party hereto at that time, and the terms of this Agreement shall inure to the benefit of and be binding upon the respective representatives and successors of each party hereto. The pledge by the District of its revenues to one of the other Districts shall not be deemed an assignment hereunder.

C. Amendments. This Agreement may be amended from time to time by written amendment, duly authorized and signed by representatives of the parties hereto.

D. Severability. If any section, subsection, paragraph, clause, phrase, or other provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, subsection, paragraph, clause, phase, or other provision shall not affect any of the remaining provisions of this Agreement.

E. Execution of Documents. This Agreement shall be executed in two (2) counterparts, either of which shall be regarded for all purposes as one original. Each party agrees that it will execute any and all deeds, instruments, documents, and resolutions or ordinances necessary to give effect to the terms of this Agreement.

F. Waiver. No waiver by either party of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different provision of this Agreement.

G. Default/Remedies. In the event of a breach or default of this Agreement by any party, the non-defaulting party shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

H. Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Colorado. Venue for all actions brought hereunder shall be in the District Court in and for Douglas County.

I. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

J. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

K. No Third Party Beneficiaries. No person or entity who or which is not a party to this Agreement will have any right of action under this Agreement.

L. Entirety. This Agreement (including all exhibits) merges and supersedes all prior negotiations, representations, and agreements, including the Original IGA, between the parties hereto relating to the subject matter hereof and this Agreement, together with the Service Plan provisions that serve to supplement or complement this Agreement, constitutes the entire agreement between the Parties concerning the subject matter hereof.

19. Cooperation with Cherry Creek South Metropolitan District Nos. 7, 8, and 11. Pursuant to the Service Plan, the Town acknowledges and agrees that the District may cooperate with Cherry Creek South Metropolitan District Nos. 7, 8 and 11 for the planning, design, financing, construction, acquisition, operation, or maintenance of the Public Improvements serving the Property, including the Regional Infrastructure, as may be set forth in an intergovernmental agreement among the Districts.

IN WITNESS WHEREOF, this Agreement is executed by the Town and the District as of the date first above written.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

Kristin Schledorn, Deputy Town Attorney

**CHERRY CREEK SOUTH METROPOLITAN
DISTRICT NO. 9**, a quasi-municipal corporation
and political subdivision of the State of Colorado

By:

Kurt Wolter, President
Cherry Creek South Metropolitan District
No. 9

ATTEST:

_____, Secretary

EXHIBIT A

Utilization of Infrastructure Capital Mill Levy

The District shall be required to impose the Infrastructure Capital Mill Levy for as long as the District is in existence. The District shall be authorized to impose the Infrastructure Capital Mill Levy and retain the revenues therefrom for the planning, design, financing, acquisition, or construction of all or a portion of the Regional Infrastructure. The District shall provide the Town notice of any obligation repayable in whole or in part from the Infrastructure Capital Mill Levy no later than 30 days following issuance of such obligation, or for any obligation that pre-dates the date of this Agreement, no later than 30 days following approval of this Agreement.

The District shall be permitted to retain revenues from the Infrastructure Capital Mill Levy received by the District to the extent needed to pay debt service on such obligation in the then-current calendar year. The Town agrees that for economic efficiency in financing the Regional Infrastructure, the District may pledge the Infrastructure Capital Mill Levy along with the District's debt service mill levy for the purposes of financing bonds, notes or other obligations, provided that the proceeds generated from the pledge of the Infrastructure Capital Mill Levy are used only to pay the costs of the Regional Infrastructure. Any revenues from the Infrastructure Capital Mill Levy that are not needed to pay debt service on such obligation in the then-current calendar year shall be remitted to the Town within 30 days of receipt by the District of such revenues.

So long as no obligation of the District is outstanding whereby the revenues derived from the Infrastructure Capital Mill Levy are pledged to the repayment of such obligations, in the event the Town determines that the costs related to the Regional Infrastructure are less than the revenues generated from the Infrastructure Capital Mill Levy, the Town may provide notice to the District no later than October 1 that the District may reduce the Infrastructure Capital Mill Levy as provided in such notice from the Town. Any reduction of either the Infrastructure Capital Mill Levy as a result of such notice from the Town shall not constitute a modification of this Agreement or a material modification of the Service Plan.

Until and unless the District has issued an obligation repayable, in whole or in part, from the Infrastructure Capital Mill Levy, any revenues from the Infrastructure Capital Mill Levy received by the District shall be remitted to the Town within 30 days of receipt by the District of such revenues. Upon maturity of any District obligation repayable in part or in whole from revenues generated by the Infrastructure Capital Mill Levy, such revenues shall be remitted to the Town within 30 days of their receipt by the District.

The Town agrees that the revenues received by the Town from the District from the Infrastructure Capital Mill Levy shall only be used for costs associated with the impacts to the Town of the development within the District pursuant to the terms of this Agreement.

The District is authorized to utilize the revenues from the Infrastructure Capital Mill Levy for the planning, design, financing, acquisition, or construction of the following Regional Infrastructure:

- Regional Stormwater, drainage improvements associated with Oak Gulch and regional drainage ways
- Regional Open Space, Parks and Trails as expressly identified in Paragraphs 6, 7, and 8 of the Annexation Agreement
- Construction and maintenance of the following roadways, including associated landscape improvements and traffic signals:
 - o Hess Road
 - o Stroh Road
 - o Chambers Road
 - o Great Plains Way
 - o Jordan Road
 - o Tammy Lane
 - o Bramwell Drive, between Chambers Road and the eastern boundary of the District
 - o The collector road connected Great Plain Way and Bramwell Drive located between Annexation Agreement Planning Areas 36 and 37
 - o Spirit Trail Boulevard from Bramwell Drive to Stroh Road
 - o Red Elder Street, between Annexation Agreement Planning Areas 47 and 48 from Stroh Road to its terminus at the edge of Cherry Creek South Metropolitan District No. 5

EXHIBIT B

Utilization of Town Capital and Maintenance Mill Levy

The District shall be required to impose the Town Capital and Maintenance Mill Levy for as long as the District is in existence. Any revenues from the Town Capital and Maintenance Mill Levy received by the District shall be remitted to the Town within 30 days of receipt by the District of such revenues.

The Town agrees that the revenues received from the Town Capital and Maintenance Mill Levy shall only be used for costs associated with the impacts to the Town of the development within the District pursuant to the terms of this Agreement.

In the event the Town determines that the costs related to the Town Infrastructure are less than the revenues generated from the Town Capital and Maintenance Mill Levy, the Town may provide notice to the District no later than October 1 that the District may reduce the Town Capital and Maintenance Mill Levy as provided in such notice from the Town. Any reduction of the Town Capital and Maintenance Mill Levy as a result of such notice from the Town shall not constitute a modification of this Agreement or a material modification of the Service Plan.

The Town is authorized to utilize the revenues from the Town Capital and Maintenance Mill Levy for the planning, design, financing, acquisition, construction, operation, and maintenance of the following Town Infrastructure:

- The Park Tract and all associated improvements to Planning Area 43
- All roadways, storm sewer and associated items constructed within Town right-of-way
- Regional roadways serving the District
- All storm sewer, detention ponds, stream improvements and other Stormwater conveyance infrastructure located on Town, HOA or District-owned property that is eligible for maintenance assistance through the Town's Stormwater Utility.
- Widening of Chambers Road to a full arterial roadway section through the District boundaries, including additional lanes, sidewalk, curb and gutter, medians and all other associated items.

The parties agree the Town may modify the list of Town Infrastructure provided in this Exhibit B without amending this Agreement upon advance written notice to the District. The District shall have 30 days to object to such modification. In the event the District fails to object within 30 days of receipt of such notice, the Town may proceed to utilize the revenues from the Town Capital and Maintenance Mill Levy as set forth in such written notice which notice shall become a part of this Agreement by Addendum.

EXHIBIT C

Utilization of Operation and Maintenance Mill Levy

The District shall dedicate the Public Improvements (as defined in the Service Plan) to the Town or other appropriate jurisdiction or owners association in a manner consistent with the Approved Development Plan, Annexation Agreement and other rules and regulations of the Town and applicable provisions of the Town Code. The District shall be authorized to own, operate and maintain the Public Improvements not otherwise required to be dedicated to the Town or other public entity. If the Public Improvements are owned by an entity other than the District, the Town or other public entity, such entity shall be responsible for the operation and maintenance unless the District agrees to provide for the operation and maintenance of the Public Improvements pursuant to an agreement with such entity.

The District is authorized to impose up to 10 mills for District administrative and operating expenses as well as maintenance of Regional Infrastructure as set forth below. The Operation and Maintenance Mill Levy shall be imposed by the District at the District's discretion but in a manner that will enable the District to perform its administrative and operating obligations and its maintenance obligations in connection with the Regional Infrastructure in a timely and adequate manner.

- Drainage Improvements (including detention and storm improvements)
- Street Improvements (including roads, curbs, gutters, culverts, sidewalks, bridges, parking facilities, paving, lighting, grading, landscaping, and other street improvements)
- Traffic and Safety Controls
- Open Space and Trails
- Landscaping
- Parks and Recreation Improvements and Facilities, including club houses, recreation centers, and swimming pools
- Retaining Walls
- Irrigation Systems
- Streetscape associated with the improvement of Chambers Road

ORDINANCE NO. 9.315, Series of 2020

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE TOWN OF PARKER AND CHERRY CREEK SOUTH METROPOLITAN DISTRICT NO. 10

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 Cherry Creek South Metropolitan District No. 10, 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 _____, 2020.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2020.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

EXHIBIT 1

AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF PARKER, COLORADO AND CHERRY CREEK SOUTH METROPOLITAN DISTRICT NO. 10

THIS AGREEMENT (the “Agreement”) is made and entered into as of this 18th day of May, 2020, by and between the TOWN OF PARKER, a home rule municipal corporation of the State of Colorado (the “Town”), and the CHERRY CREEK SOUTH METROPOLITAN DISTRICT NO. 10, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”). The Town and the District are collectively referred to as the Parties.

WITNESSETH:

WHEREAS, C.R.S. § 29-1-203 authorizes the Parties to cooperate and contract with one another regarding functions, services and facilities each is authorized to provide; and

WHEREAS, the District was organized to provide those services and to exercise powers as are more specifically set forth in the District’s Amended and Restated Service Plan approved by the Town on May 18, 2020 (the “Service Plan”); and

WHEREAS, the Service Plan makes reference to the execution of an intergovernmental agreement between the Town and the District, as required by Chapter 10.11 of the Town Code; and

WHEREAS, the Town entered into that certain Amended and Restated Stroh/Hess Annexation Agreement (Northern Property) on May 5, 2014, and recorded at Reception No. 20150011482 of the Douglas County Clerk and Recorder’s Office (the “DDCRO”), which agreement was amended on November 26, 2014, recorded at Reception No. 2015004838, and again on September 21, 2015, recorded at Reception No. 2015089147 (as amended, the “Annexation Agreement”) with North Parker Investments, LLC (the Owner”), which provides in part for certain public improvements that are necessary and desirable for the development contemplated by the Annexation Agreement; and

WHEREAS, specific regional improvements were identified in the Service Plan and Annexation Agreement, and as more particularly set forth on Exhibit A (the “Regional Infrastructure”), which Regional Infrastructure the Town has determined is necessary or desirable in connection with the impacts of the development of the Property; and

WHEREAS, pursuant to the Annexation Agreement, the Town is responsible for constructing and owning the Regional Infrastructure, and the Owner is responsible for providing funding for the construction of the Regional Infrastructure; and

WHEREAS, in accordance with the provisions of the Service Plan, the District has agreed to levy a property tax of 5 mills that will be used for the planning, design and construction of the Regional Infrastructure (the “Infrastructure Capital Mill Levy”), and the District has conducted, or will conduct, an election under Article X, Section 20 of the Colorado Constitution (“TABOR”) to enable it to impose the Infrastructure Capital Mill Levy and to issue debt repayable, in whole or in part, from the Infrastructure Capital Mill Levy; and

WHEREAS, the parties to this Agreement acknowledge the need for the Regional Infrastructure in order to accomplish the comprehensive development of the property located within the District's service area (the "Property"); and

WHEREAS, the parties further acknowledge that the Town will also have certain infrastructure capital and maintenance needs resulting from the development of the Property (the "Town Infrastructure"); and

WHEREAS, in accordance with the provisions of the Service Plan, the District has agreed to levy a property tax of 5 mills that will be used for the planning, design, construction and maintenance of the Town Infrastructure (the "Town Capital and Maintenance Mill Levy"), and the District has conducted, or will conduct, an election under TABOR to enable it to impose the Town Capital and Maintenance Mill Levy; and

WHEREAS, the parties further acknowledge that the District will have certain ongoing administrative and operating obligations, as well as regional maintenance obligations with regard to the Regional Infrastructure, and in accordance with the provisions of the Service Plan, the District has agreed to levy a property tax of up to 10 mills (the "Operation and Maintenance Mill Levy") for such purposes; and

WHEREAS, the Town has approved the final plat for the Property; and

WHEREAS, the Parties have determined it to be in the best interests of their respective taxpayers, residents and property owners to enter into this Agreement ("Agreement") in order to address the utilization of the various mill levies as well as certain other matters related to the organization, powers and authorities of the District; and

WHEREAS, any capitalized term not specifically defined in this Agreement shall have that meaning as set forth in the Service Plan; and

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Infrastructure Capital Mill Levy. The District agrees to impose a property tax of 5 mills that shall be used for the planning, design and construction of the Regional Infrastructure. The utilization of the Infrastructure Capital Mill Levy is set forth on Exhibit A to this Agreement.

2. Town Capital and Maintenance Mill Levy. The District agrees to impose a property tax of 5 mills that shall be used for the planning, design, construction and/or maintenance of the Town Infrastructure. The utilization of the Infrastructure Capital Mill Levy is set forth on Exhibit B to this Agreement.

3. Operation and Maintenance Mill Levy. The District agrees to impose a property tax of up to 10 mills which shall be retained and used by the District for the ongoing administrative and operating expenses of the District and for the maintenance of certain of the Regional Infrastructure, as set forth on Exhibit C to this Agreement.

4. General Provisions Applicable to the Mill Levies. The Infrastructure Capital Mill Levy and the Town Capital and Maintenance Mill Levy shall be imposed by the District beginning the first year the District certifies a Maximum Debt Mill Levy and shall be subject to the Mill Levy Adjustment. The Operation and Maintenance Mill Levy shall be imposed by the District at the District's discretion but in a manner that will enable the District to perform its administrative and operating obligations and its maintenance obligations in connection with the Regional Infrastructure in a timely and adequate manner. The District acknowledges and agrees that requirement to levy the Infrastructure Capital Mill Levy, the Town Capital and Maintenance Mill Levy and the Operation and Maintenance Mill Levy (together, the "Mill Levies") is a material consideration in, and a condition of, the Town's approval of the District's Service Plan, and that the Town has relied thereon in approving the District's Service Plan. The District specifically agrees that the requirement that the District impose the Mill Levies and to utilize the funds as set forth in this Agreement shall be enforceable by the Town by all remedies available at law or in equity, including without limitation affirmative injunctive relief. The District represents and warrants that it has obtained, or will obtain, all voter authorizations to enable it to impose the Mill Levies, and to pledge the revenues from the Infrastructure Capital Mill Levy and the Town Capital and Maintenance Mill Levy to the repayment of debt issued by either the District or the Town, if and as applicable.

The District shall remit any revenues from the Infrastructure Capital Mill Levy or Town Capital and Maintenance Mill Levy that are due to the Town no later than 30 days after receipt of the same, and the Town shall deposit and maintain any revenues in a separate fund earmarked specifically for use only as set forth in this Agreement (the "Cherry Creek South Metropolitan District Nos. 4-11 Fund"). The monies in the Cherry Creek Metropolitan District Nos. 4-11 Fund shall be applied to any design, planning, engineering, surveying, construction management, labor, materials, operations and administrative costs related to construction of the Regional Infrastructure or the Town Infrastructure, as applicable, as further detailed in this Agreement and the Exhibits attached hereto. On June 30 and December 31 of each year, the Town shall provide to the District an accounting of revenues received from the District attributable to the Infrastructure Capital Mill Levy or Town Capital and Maintenance Mill Levy, along with an itemization of expenditures made in major categories.

5. Operation and Maintenance of the Public Improvements. The District shall dedicate the Public Improvements to the Town or other appropriate jurisdiction or owners association in a manner consistent with the final approved plat, other rules and regulations of the Town, and applicable provisions of the Town Code. The District shall not be authorized to own, operate or maintain any part or all of the Public Improvements, or any other improvements, public or private, unless specifically provided for in this Agreement or separate agreement with the Town.

6. Fire Protection. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain fire protection facilities or services, unless specifically provided for in this Agreement or separate agreement with the Town. This provision shall limit the District's authority to plan for, design, acquire, construct, install, relocate, redevelop or finance fire hydrants and related improvements installed as part of the water system.

7. Television Relay and Translation; Mosquito Control and Other Limitations. Unless specifically provided for in this Agreement or separate agreement with the Town, the District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate, maintain or provide: (a) any television relay and translation facilities and services, other than for the installation of conduit as a part of a street construction project; (b) any mosquito control facilities and services; (c) any solid waste disposal, collection and transportation facilities and services; and (d) any security, covenant enforcement and design review services.

8. Construction Standards. The District will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the Town and of federal and state governmental entities having proper jurisdiction. The District will obtain the Town's approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

9. Issuance of Privately Placed Debt. Prior to the issuance of any privately placed bonds or other obligations, the payment of which the District has promised to impose an *ad valorem* property tax mill levy ("Debt"), the District shall obtain the certification of an External Financial Advisor substantially as follows:

We are [I am] an External Financial Advisor within the meaning of the District's Service Plan.

We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by the District for the [insert the designation of the Debt] does not exceed a market [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

10. Inclusion and Exclusion. The District shall not include within its boundaries any property outside the Service Area (as defined in the Service Plan) without the prior written consent of the Town Council. The District shall not exclude any property from the District if such exclusion will result, or is reasonably anticipated to result, in detriment to the remaining residents and taxpayers within the District, or to the District's bondholders.

11. Total Debt Issuance. The District shall not issue Debt in excess of \$118,718,750 in total aggregate principal amount, provided that such limitation shall not be applicable to refunding Bonds issued by the District to refund outstanding Debt. Such limitation shall not apply to the District's pledge of its property tax or specific ownership tax revenues derived from its mill levies to one of the other Districts (as defined in the Service Plan).

12. Monies from Other Governmental Sources. The District shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from

or through governmental or non-profit entities that the Town is eligible to apply for, except as may be specifically provided for herein. This Section shall not apply to specific ownership taxes which shall be distributed to and constitute a revenue source for the District without any limitation.

13. Consolidation; Dissolution. The District shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the Town, unless such consolidation is with one of the other Districts, as defined in the Service Plan. The District agrees that it shall take all action necessary to dissolve the District in accordance with the provisions of the Service Plan and applicable state statutes.

14. Service Plan Amendment Requirement. Any action of the District which violates the limitations set forth in Sections V.A.1-13 or VI.B-H of the Service Plan, or which constitutes a material modification under Parker Municipal Code section 10.11.060, shall be deemed to be a material modification to the Service Plan and the Town shall be entitled to all remedies available under State and local law to enjoin any such action(s) of the District. The Town may also seek damages for breach of this Agreement arising from violations by the District of any provision of the Service Plan.

15. Applicable Laws. The District acknowledges that the property within its boundaries shall be subject to all ordinances, rules and regulations of the Town, including without limitation, ordinances, rules and regulations relating to zoning, subdividing, building and land use, and to all related Town land use policies, master plans and related plans.

16. Annual Report. The District shall submit an annual report (“Annual Report”) to the Town no later than September 1st of each year following the year in which the Order and Decree creating the District has been issued by the District Court for and in Douglas County, Colorado, pursuant to Parker Municipal Code section 10.11.040 and containing the information set forth in Section VII of the Service Plan. The District shall be not be required to file an annual report if the District has declared inactive status pursuant to Section 32-1-104, C.R.S. The District may file a consolidated Annual Report with one or more of the other Districts.

17. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law, including the Annual Report, shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via Federal Express or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the District:	WHITE BEAR ANKELE TANAKA & WALDRON
	Attn: Kristin B. Tompkins, Esq.
	2154 E. Commons Ave., Suite 2000
	Centennial, CO 80122
	Phone: (303) 858-1800
	E-mail: Ktompkins@wbapc.com

To the Town: Town of Parker
 20120 E. Mainstreet
 Parker, CO 80138-7334
 Attn: Kristin Schledorn, Deputy Town Attorney
 cc: Mary Lou Brown, Finance Director
 Phone: (303) 841-0353
 Fax: (303) 840-9792

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with Federal Express or other nationally recognized overnight air courier service or three (3) business days after deposit in the United States mail. By giving the other party hereto at least ten (10) days written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

18. Miscellaneous.

A. Effective Date. This Agreement shall be in full force and effect and be legally binding upon final approval of the governing bodies of the Parties. No Debt shall be issued by the District until after the effective date of this Agreement.

B. Nonassignability. No party to this Agreement may assign any interest therein to any person without the consent of the other party hereto at that time, and the terms of this Agreement shall inure to the benefit of and be binding upon the respective representatives and successors of each party hereto. The pledge by the District of its revenues to one of the other Districts shall not be deemed an assignment hereunder.

C. Amendments. This Agreement may be amended from time to time by written amendment, duly authorized and signed by representatives of the parties hereto.

D. Severability. If any section, subsection, paragraph, clause, phrase, or other provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, subsection, paragraph, clause, phase, or other provision shall not affect any of the remaining provisions of this Agreement.

E. Execution of Documents. This Agreement shall be executed in two (2) counterparts, either of which shall be regarded for all purposes as one original. Each party agrees that it will execute any and all deeds, instruments, documents, and resolutions or ordinances necessary to give effect to the terms of this Agreement.

F. Waiver. No waiver by either party of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different provision of this Agreement.

G. Default/Remedies. In the event of a breach or default of this Agreement by any party, the non-defaulting party shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

H. Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Colorado. Venue for all actions brought hereunder shall be in the District Court in and for Douglas County.

I. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

J. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

K. No Third Party Beneficiaries. No person or entity who or which is not a party to this Agreement will have any right of action under this Agreement.

L. Entirety. This Agreement (including all exhibits) merges and supersedes all prior negotiations, representations, and agreements, including the Original IGA, between the parties hereto relating to the subject matter hereof and this Agreement, together with the Service Plan provisions that serve to supplement or complement this Agreement, constitutes the entire agreement between the Parties concerning the subject matter hereof.

IN WITNESS WHEREOF, this Agreement is executed by the Town and the District as of the date first above written.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

Kristin Schledorn, Deputy Town Attorney

**CHERRY CREEK SOUTH METROPOLITAN
DISTRICT NO. 10**, a quasi-municipal corporation
and political subdivision of the State of Colorado

By: _____
Kurt Wolter, President
Cherry Creek South Metropolitan District
No. 10

ATTEST:

_____, Secretary

EXHIBIT A

Utilization of Infrastructure Capital Mill Levy

The District shall be required to impose the Infrastructure Capital Mill Levy for as long as the District is in existence. The District shall be authorized to impose the Infrastructure Capital Mill Levy and retain the revenues therefrom for the planning, design, financing, acquisition, or construction of all or a portion of the Regional Infrastructure. The District shall provide the Town notice of any obligation repayable in whole or in part from the Infrastructure Capital Mill Levy no later than 30 days following issuance of such obligation, or for any obligation that pre-dates the date of this Agreement, no later than 30 days following approval of this Agreement.

The District shall be permitted to retain revenues from the Infrastructure Capital Mill Levy received by the District to the extent needed to pay debt service on such obligation in the then-current calendar year. The Town agrees that for economic efficiency in financing the Regional Infrastructure, the District may pledge the Infrastructure Capital Mill Levy along with the District's debt service mill levy for the purposes of financing bonds, notes or other obligations, provided that the proceeds generated from the pledge of the Infrastructure Capital Mill Levy are used only to pay the costs of the Regional Infrastructure. Any revenues from the Infrastructure Capital Mill Levy that are not needed to pay debt service on such obligation in the then-current calendar year shall be remitted to the Town within 30 days of receipt by the District of such revenues.

So long as no obligation of the District is outstanding whereby the revenues derived from the Infrastructure Capital Mill Levy are pledged to the repayment of such obligations, in the event the Town determines that the costs related to the Regional Infrastructure are less than the revenues generated from the Infrastructure Capital Mill Levy, the Town may provide notice to the District no later than October 1 that the District may reduce the Infrastructure Capital Mill Levy as provided in such notice from the Town. Any reduction of either the Infrastructure Capital Mill Levy as a result of such notice from the Town shall not constitute a modification of this Agreement or a material modification of the Service Plan.

Until and unless the District has issued an obligation repayable, in whole or in part, from the Infrastructure Capital Mill Levy, any revenues from the Infrastructure Capital Mill Levy received by the District shall be remitted to the Town within 30 days of receipt by the District of such revenues. Upon maturity of any District obligation repayable in part or in whole from revenues generated by the Infrastructure Capital Mill Levy, such revenues shall be remitted to the Town within 30 days of their receipt by the District.

The Town agrees that the revenues received by the Town from the District from the Infrastructure Capital Mill Levy shall only be used for costs associated with the impacts to the Town of the development within the District pursuant to the terms of this Agreement.

The District is authorized to utilize the revenues from the Infrastructure Capital Mill Levy for the planning, design, financing, acquisition, or construction of the following Regional Infrastructure:

- Regional Stormwater, drainage improvements associated with Oak Gulch and regional drainage ways
- Regional Open Space, Parks and Trails as expressly identified in Paragraphs 6, 7, and 8 of the Annexation Agreement
- Construction and maintenance of the following roadways, including associated landscape improvements and traffic signals:
 - o Hess Road
 - o Stroh Road
 - o Chambers Road
 - o Great Plains Way
 - o Jordan Road
 - o Tammy Lane
 - o Bramwell Drive, between Chambers Road and the eastern boundary of the District
 - o The collector road connected Great Plain Way and Bramwell Drive located between Annexation Agreement Planning Areas 36 and 37
 - o Spirit Trail Boulevard from Bramwell Drive to Stroh Road
 - o Red Elder Street, between Annexation Agreement Planning Areas 47 and 48 from Stroh Road to its terminus at the edge of Cherry Creek South Metropolitan District No. 5

EXHIBIT B

Utilization of Town Capital and Maintenance Mill Levy

The District shall be required to impose the Town Capital and Maintenance Mill Levy for as long as the District is in existence. Any revenues from the Town Capital and Maintenance Mill Levy received by the District shall be remitted to the Town within 30 days of receipt by the District of such revenues.

The Town agrees that the revenues received from the Town Capital and Maintenance Mill Levy shall only be used for costs associated with the impacts to the Town of the development within the District pursuant to the terms of this Agreement.

In the event the Town determines that the costs related to the Town Infrastructure are less than the revenues generated from the Town Capital and Maintenance Mill Levy, the Town may provide notice to the District no later than October 1 that the District may reduce the Town Capital and Maintenance Mill Levy as provided in such notice from the Town. Any reduction of the Town Capital and Maintenance Mill Levy as a result of such notice from the Town shall not constitute a modification of this Agreement or a material modification of the Service Plan.

The Town is authorized to utilize the revenues from the Town Capital and Maintenance Mill Levy for the planning, design, financing, acquisition, construction, operation, and maintenance of the following Town Infrastructure:

- The Park Tract and all associated improvements to Planning Area 43
- All roadways, storm sewer and associated items constructed within Town right-of-way
- Regional roadways serving the District
- All storm sewer, detention ponds, stream improvements and other Stormwater conveyance infrastructure located on Town, HOA or District-owned property that is eligible for maintenance assistance through the Town's Stormwater Utility.
- Widening of Chambers Road to a full arterial roadway section through the District boundaries, including additional lanes, sidewalk, curb and gutter, medians and all other associated items.

The parties agree the Town may modify the list of Town Infrastructure provided in this Exhibit B without amending this Agreement upon advance written notice to the District. The District shall have 30 days to object to such modification. In the event the District fails to object within 30 days of receipt of such notice, the Town may proceed to utilize the revenues from the Town Capital and Maintenance Mill Levy as set forth in such written notice which notice shall become a part of this Agreement by Addendum.

EXHIBIT C

Utilization of Operation and Maintenance Mill Levy

The District shall dedicate the Public Improvements (as defined in the Service Plan) to the Town or other appropriate jurisdiction or owners association in a manner consistent with the Approved Development Plan, Annexation Agreement and other rules and regulations of the Town and applicable provisions of the Town Code. The District shall be authorized to own, operate and maintain the Public Improvements not otherwise required to be dedicated to the Town or other public entity. If the Public Improvements are owned by an entity other than the District, the Town or other public entity, such entity shall be responsible for the operation and maintenance unless the District agrees to provide for the operation and maintenance of the Public Improvements pursuant to an agreement with such entity.

The District is authorized to impose up to 10 mills for District administrative and operating expenses as well as maintenance of Regional Infrastructure as set forth below. The Operation and Maintenance Mill Levy shall be imposed by the District at the District's discretion but in a manner that will enable the District to perform its administrative and operating obligations and its maintenance obligations in connection with the Regional Infrastructure in a timely and adequate manner.

- Drainage Improvements (including detention and storm improvements)
- Street Improvements (including roads, curbs, gutters, culverts, sidewalks, bridges, parking facilities, paving, lighting, grading, landscaping, and other street improvements)
- Traffic and Safety Controls
- Open Space and Trails
- Landscaping
- Parks and Recreation Improvements and Facilities, including club houses, recreation centers, and swimming pools
- Retaining Walls
- Irrigation Systems
- Streetscape associated with the improvement of Chambers Road

ORDINANCE NO. 9.316, Series of 2020

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE TOWN OF PARKER AND CHERRY CREEK SOUTH METROPOLITAN DISTRICT NO. 11

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 Cherry Creek South Metropolitan District No. 11, 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 _____, 2020.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2020.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

EXHIBIT 1

AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF PARKER, COLORADO AND CHERRY CREEK SOUTH METROPOLITAN DISTRICT NO. 11

THIS AGREEMENT (the “Agreement”) is made and entered into as of this 18th day of May, 2020, by and between the TOWN OF PARKER, a home rule municipal corporation of the State of Colorado (the “Town”), and the CHERRY CREEK SOUTH METROPOLITAN DISTRICT NO. 11, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”). The Town and the District are collectively referred to as the Parties.

WITNESSETH:

WHEREAS, C.R.S. § 29-1-203 authorizes the Parties to cooperate and contract with one another regarding functions, services and facilities each is authorized to provide; and

WHEREAS, the District was organized to provide those services and to exercise powers as are more specifically set forth in the District’s Amended and Restated Service Plan approved by the Town on May 18, 2020 (the “Service Plan”); and

WHEREAS, the Service Plan makes reference to the execution of an intergovernmental agreement between the Town and the District, as required by Chapter 10.11 of the Town Code; and

WHEREAS, the Town entered into that certain Amended and Restated Stroh/Hess Annexation Agreement (Northern Property) on May 5, 2014, and recorded at Reception No. 20150011482 of the Douglas County Clerk and Recorder’s Office (the “DDCRO”), which agreement was amended on November 26, 2014, recorded at Reception No. 2015004838, and again on September 21, 2015, recorded at Reception No. 2015089147 (as amended, the “Annexation Agreement”) with North Parker Investments, LLC (the Owner”), which provides in part for certain public improvements that are necessary and desirable for the development contemplated by the Annexation Agreement; and

WHEREAS, specific regional improvements were identified in the Service Plan and Annexation Agreement, and as more particularly set forth on Exhibit A (the “Regional Infrastructure”), which Regional Infrastructure the Town has determined is necessary or desirable in connection with the impacts of the development of the Property; and

WHEREAS, pursuant to the Annexation Agreement, the Town is responsible for constructing and owning the Regional Infrastructure, and the Owner is responsible for providing funding for the construction of the Regional Infrastructure; and

WHEREAS, in accordance with the provisions of the Service Plan, the District has agreed to levy a property tax of 5 mills that will be used for the planning, design and construction of the Regional Infrastructure (the “Infrastructure Capital Mill Levy”), and the District has conducted, or will conduct, an election under Article X, Section 20 of the Colorado Constitution (“TABOR”) to enable it to impose the Infrastructure Capital Mill Levy and to issue debt repayable, in whole or in part, from the Infrastructure Capital Mill Levy; and

WHEREAS, the parties to this Agreement acknowledge the need for the Regional Infrastructure in order to accomplish the comprehensive development of the property located within the District's service area (the "Property"); and

WHEREAS, the parties further acknowledge that the Town will also have certain infrastructure capital and maintenance needs resulting from the development of the Property (the "Town Infrastructure"); and

WHEREAS, in accordance with the provisions of the Service Plan, the District has agreed to levy a property tax of 5 mills that will be used for the planning, design, construction and maintenance of the Town Infrastructure (the "Town Capital and Maintenance Mill Levy"), and the District has conducted, or will conduct, an election under TABOR to enable it to impose the Town Capital and Maintenance Mill Levy; and

WHEREAS, the parties further acknowledge that the District will have certain ongoing administrative and operating obligations, as well as regional maintenance obligations with regard to the Regional Infrastructure, and in accordance with the provisions of the Service Plan, the District has agreed to levy a property tax of up to 10 mills (the "Operation and Maintenance Mill Levy") for such purposes; and

WHEREAS, the Town has approved the final plat for the Property; and

WHEREAS, the Parties have determined it to be in the best interests of their respective taxpayers, residents and property owners to enter into this Agreement ("Agreement") in order to address the utilization of the various mill levies as well as certain other matters related to the organization, powers and authorities of the District; and

WHEREAS, any capitalized term not specifically defined in this Agreement shall have that meaning as set forth in the Service Plan; and

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Infrastructure Capital Mill Levy. The District agrees to impose a property tax of 5 mills that shall be used for the planning, design and construction of the Regional Infrastructure. The utilization of the Infrastructure Capital Mill Levy is set forth on Exhibit A to this Agreement.

2. Town Capital and Maintenance Mill Levy. The District agrees to impose a property tax of 5 mills that shall be used for the planning, design, construction and/or maintenance of the Town Infrastructure. The utilization of the Infrastructure Capital Mill Levy is set forth on Exhibit B to this Agreement.

3. Operation and Maintenance Mill Levy. The District agrees to impose a property tax of up to 10 mills which shall be retained and used by the District for the ongoing administrative and operating expenses of the District and for the maintenance of certain of the Regional Infrastructure, as set forth on Exhibit C to this Agreement.

4. General Provisions Applicable to the Mill Levies. The Infrastructure Capital Mill Levy and the Town Capital and Maintenance Mill Levy shall be imposed by the District beginning the first year the District certifies a Maximum Debt Mill Levy and shall be subject to the Mill Levy Adjustment. The Operation and Maintenance Mill Levy shall be imposed by the District at the District's discretion but in a manner that will enable the District to perform its administrative and operating obligations and its maintenance obligations in connection with the Regional Infrastructure in a timely and adequate manner. The District acknowledges and agrees that requirement to levy the Infrastructure Capital Mill Levy, the Town Capital and Maintenance Mill Levy and the Operation and Maintenance Mill Levy (together, the "Mill Levies") is a material consideration in, and a condition of, the Town's approval of the District's Service Plan, and that the Town has relied thereon in approving the District's Service Plan. The District specifically agrees that the requirement that the District impose the Mill Levies and to utilize the funds as set forth in this Agreement shall be enforceable by the Town by all remedies available at law or in equity, including without limitation affirmative injunctive relief. The District represents and warrants that it has obtained, or will obtain, all voter authorizations to enable it to impose the Mill Levies, and to pledge the revenues from the Infrastructure Capital Mill Levy and the Town Capital and Maintenance Mill Levy to the repayment of debt issued by either the District or the Town, if and as applicable.

The District shall remit any revenues from the Infrastructure Capital Mill Levy or Town Capital and Maintenance Mill Levy that are due to the Town no later than 30 days after receipt of the same, and the Town shall deposit and maintain any revenues in a separate fund earmarked specifically for use only as set forth in this Agreement (the "Cherry Creek South Metropolitan District Nos. 4-11 Fund"). The monies in the Cherry Creek Metropolitan District Nos. 4-11 Fund shall be applied to any design, planning, engineering, surveying, construction management, labor, materials, operations and administrative costs related to construction of the Regional Infrastructure or the Town Infrastructure, as applicable, as further detailed in this Agreement and the Exhibits attached hereto. On June 30 and December 31 of each year, the Town shall provide to the District an accounting of revenues received from the District attributable to the Infrastructure Capital Mill Levy or Town Capital and Maintenance Mill Levy, along with an itemization of expenditures made in major categories.

5. Operation and Maintenance of the Public Improvements. The District shall dedicate the Public Improvements to the Town or other appropriate jurisdiction or owners association in a manner consistent with the final approved plat, other rules and regulations of the Town, and applicable provisions of the Town Code. The District shall not be authorized to own, operate or maintain any part or all of the Public Improvements, or any other improvements, public or private, unless specifically provided for in this Agreement or separate agreement with the Town.

6. Fire Protection. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain fire protection facilities or services, unless specifically provided for in this Agreement or separate agreement with the Town. This provision shall limit the District's authority to plan for, design, acquire, construct, install, relocate, redevelop or finance fire hydrants and related improvements installed as part of the water system.

7. Television Relay and Translation; Mosquito Control and Other Limitations. Unless specifically provided for in this Agreement or separate agreement with the Town, the District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate, maintain or provide: (a) any television relay and translation facilities and services, other than for the installation of conduit as a part of a street construction project; (b) any mosquito control facilities and services; (c) any solid waste disposal, collection and transportation facilities and services; and (d) any security, covenant enforcement and design review services.

8. Construction Standards. The District will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the Town and of federal and state governmental entities having proper jurisdiction. The District will obtain the Town's approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

9. Issuance of Privately Placed Debt. Prior to the issuance of any privately placed bonds or other obligations, the payment of which the District has promised to impose an *ad valorem* property tax mill levy ("Debt"), the District shall obtain the certification of an External Financial Advisor substantially as follows:

We are [I am] an External Financial Advisor within the meaning of the District's Service Plan.

We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by the District for the [insert the designation of the Debt] does not exceed a market [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

10. Inclusion and Exclusion. The District shall not include within its boundaries any property outside the Service Area (as defined in the Service Plan) without the prior written consent of the Town Council. The District shall not exclude any property from the District if such exclusion will result, or is reasonably anticipated to result, in detriment to the remaining residents and taxpayers within the District, or to the District's bondholders.

11. Total Debt Issuance. The District, together with Cherry Creek South Metropolitan District Nos. 7, 8 and 9, shall not issue Debt in excess of \$166,518,750 in total aggregate principal amount, provided that such limitation shall not be applicable to refunding Bonds issued by the District to refund outstanding Debt. Such limitation shall not apply to the District's pledge of its property tax or specific ownership tax revenues derived from its mill levies to one of the other Districts (as defined in the Service Plan).

12. Monies from Other Governmental Sources. The District shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities that the Town is eligible to apply for, except as may be specifically provided for herein. This Section shall not apply to specific ownership taxes which shall be distributed to and constitute a revenue source for the District without any limitation.

13. Consolidation; Dissolution. The District shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the Town, unless such consolidation is with one of the other Districts, as defined in the Service Plan. The District agrees that it shall take all action necessary to dissolve the District in accordance with the provisions of the Service Plan and applicable state statutes.

14. Service Plan Amendment Requirement. Any action of the District which violates the limitations set forth in Sections V.A.1-13 or VI.B-H of the Service Plan, or which constitutes a material modification under Parker Municipal Code section 10.11.060, shall be deemed to be a material modification to the Service Plan and the Town shall be entitled to all remedies available under State and local law to enjoin any such action(s) of the District. The Town may also seek damages for breach of this Agreement arising from violations by the District of any provision of the Service Plan.

15. Applicable Laws. The District acknowledges that the property within its boundaries shall be subject to all ordinances, rules and regulations of the Town, including without limitation, ordinances, rules and regulations relating to zoning, subdividing, building and land use, and to all related Town land use policies, master plans and related plans.

16. Annual Report. The District shall submit an annual report ("Annual Report") to the Town no later than September 1st of each year following the year in which the Order and Decree creating the District has been issued by the District Court for and in Douglas County, Colorado, pursuant to Parker Municipal Code section 10.11.040 and containing the information set forth in Section VII of the Service Plan. The District shall be not be required to file an annual report if the District has declared inactive status pursuant to Section 32-1-104, C.R.S. The District may file a consolidated Annual Report with one or more of the other Districts.

17. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law, including the Annual Report, shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via Federal Express or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the District:	WHITE BEAR ANKELE TANAKA & WALDRON
	Attn: Kristin B. Tompkins, Esq.
	2154 E. Commons Ave., Suite 2000
	Centennial, CO 80122
	Phone: (303) 858-1800
	E-mail: Ktompkins@wbapc.com

To the Town: Town of Parker
 20120 E. Mainstreet
 Parker, CO 80138-7334
 Attn: Kristin Schledorn, Deputy Town Attorney
 cc: Mary Lou Brown, Finance Director
 Phone: (303) 841-0353
 Fax: (303) 840-9792

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with Federal Express or other nationally recognized overnight air courier service or three (3) business days after deposit in the United States mail. By giving the other party hereto at least ten (10) days written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

18. Miscellaneous.

A. Effective Date. This Agreement shall be in full force and effect and be legally binding upon final approval of the governing bodies of the Parties. No Debt shall be issued by the District until after the effective date of this Agreement.

B. Nonassignability. No party to this Agreement may assign any interest therein to any person without the consent of the other party hereto at that time, and the terms of this Agreement shall inure to the benefit of and be binding upon the respective representatives and successors of each party hereto. The pledge by the District of its revenues to one of the other Districts shall not be deemed an assignment hereunder.

C. Amendments. This Agreement may be amended from time to time by written amendment, duly authorized and signed by representatives of the parties hereto.

D. Severability. If any section, subsection, paragraph, clause, phrase, or other provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, subsection, paragraph, clause, phase, or other provision shall not affect any of the remaining provisions of this Agreement.

E. Execution of Documents. This Agreement shall be executed in two (2) counterparts, either of which shall be regarded for all purposes as one original. Each party agrees that it will execute any and all deeds, instruments, documents, and resolutions or ordinances necessary to give effect to the terms of this Agreement.

F. Waiver. No waiver by either party of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different provision of this Agreement.

G. Default/Remedies. In the event of a breach or default of this Agreement by any party, the non-defaulting party shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

H. Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Colorado. Venue for all actions brought hereunder shall be in the District Court in and for Douglas County.

I. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

J. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

K. No Third Party Beneficiaries. No person or entity who or which is not a party to this Agreement will have any right of action under this Agreement.

L. Entirety. This Agreement (including all exhibits) merges and supersedes all prior negotiations, representations, and agreements, including the Original IGA, between the parties hereto relating to the subject matter hereof and this Agreement, together with the Service Plan provisions that serve to supplement or complement this Agreement, constitutes the entire agreement between the Parties concerning the subject matter hereof.

19. Cooperation with Cherry Creek South Metropolitan District Nos. 7, 8, and 9. Pursuant to the Service Plan, the Town acknowledges and agrees that the District may cooperate with Cherry Creek South Metropolitan District Nos. 7, 8, and 9 for the planning, design, financing, construction, acquisition, operation, or maintenance of the Public Improvements serving the Property, including the Regional Infrastructure, as may be set forth in an intergovernmental agreement among the Districts.

IN WITNESS WHEREOF, this Agreement is executed by the Town and the District as of the date first above written.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

Kristin Schledorn, Deputy Town Attorney

**CHERRY CREEK SOUTH METROPOLITAN
DISTRICT NO. 11**, a quasi-municipal corporation
and political subdivision of the State of Colorado

By:

Kurt Wolter, President
Cherry Creek South Metropolitan District
No. 11

ATTEST:

_____, Secretary

EXHIBIT A

Utilization of Infrastructure Capital Mill Levy

The District shall be required to impose the Infrastructure Capital Mill Levy for as long as the District is in existence. The District shall be authorized to impose the Infrastructure Capital Mill Levy and retain the revenues therefrom for the planning, design, financing, acquisition, or construction of all or a portion of the Regional Infrastructure. The District shall provide the Town notice of any obligation repayable in whole or in part from the Infrastructure Capital Mill Levy no later than 30 days following issuance of such obligation, or for any obligation that pre-dates the date of this Agreement, no later than 30 days following approval of this Agreement.

The District shall be permitted to retain revenues from the Infrastructure Capital Mill Levy received by the District to the extent needed to pay debt service on such obligation in the then-current calendar year. The Town agrees that for economic efficiency in financing the Regional Infrastructure, the District may pledge the Infrastructure Capital Mill Levy along with the District's debt service mill levy for the purposes of financing bonds, notes or other obligations, provided that the proceeds generated from the pledge of the Infrastructure Capital Mill Levy are used only to pay the costs of the Regional Infrastructure. Any revenues from the Infrastructure Capital Mill Levy that are not needed to pay debt service on such obligation in the then-current calendar year shall be remitted to the Town within 30 days of receipt by the District of such revenues.

So long as no obligation of the District is outstanding whereby the revenues derived from the Infrastructure Capital Mill Levy are pledged to the repayment of such obligations, in the event the Town determines that the costs related to the Regional Infrastructure are less than the revenues generated from the Infrastructure Capital Mill Levy, the Town may provide notice to the District no later than October 1 that the District may reduce the Infrastructure Capital Mill Levy as provided in such notice from the Town. Any reduction of either the Infrastructure Capital Mill Levy as a result of such notice from the Town shall not constitute a modification of this Agreement or a material modification of the Service Plan.

Until and unless the District has issued an obligation repayable, in whole or in part, from the Infrastructure Capital Mill Levy, any revenues from the Infrastructure Capital Mill Levy received by the District shall be remitted to the Town within 30 days of receipt by the District of such revenues. Upon maturity of any District obligation repayable in part or in whole from revenues generated by the Infrastructure Capital Mill Levy, such revenues shall be remitted to the Town within 30 days of their receipt by the District.

The Town agrees that the revenues received by the Town from the District from the Infrastructure Capital Mill Levy shall only be used for costs associated with the impacts to the Town of the development within the District pursuant to the terms of this Agreement.

The District is authorized to utilize the revenues from the Infrastructure Capital Mill Levy for the planning, design, financing, acquisition, or construction of the following Regional Infrastructure:

- Regional Stormwater, drainage improvements associated with Oak Gulch and regional drainage ways
- Regional Open Space, Parks and Trails as expressly identified in Paragraphs 6, 7, and 8 of the Annexation Agreement
- Construction and maintenance of the following roadways, including associated landscape improvements and traffic signals:
 - o Hess Road
 - o Stroh Road
 - o Chambers Road
 - o Great Plains Way
 - o Jordan Road
 - o Tammy Lane
 - o Bramwell Drive, between Chambers Road and the eastern boundary of the District
 - o The collector road connected Great Plain Way and Bramwell Drive located between Annexation Agreement Planning Areas 36 and 37
 - o Spirit Trail Boulevard from Bramwell Drive to Stroh Road
 - o Red Elder Street, between Annexation Agreement Planning Areas 47 and 48 from Stroh Road to its terminus at the edge of Cherry Creek South Metropolitan District No. 5

EXHIBIT B

Utilization of Town Capital and Maintenance Mill Levy

The District shall be required to impose the Town Capital and Maintenance Mill Levy for as long as the District is in existence. Any revenues from the Town Capital and Maintenance Mill Levy received by the District shall be remitted to the Town within 30 days of receipt by the District of such revenues.

The Town agrees that the revenues received from the Town Capital and Maintenance Mill Levy shall only be used for costs associated with the impacts to the Town of the development within the District pursuant to the terms of this Agreement.

In the event the Town determines that the costs related to the Town Infrastructure are less than the revenues generated from the Town Capital and Maintenance Mill Levy, the Town may provide notice to the District no later than October 1 that the District may reduce the Town Capital and Maintenance Mill Levy as provided in such notice from the Town. Any reduction of the Town Capital and Maintenance Mill Levy as a result of such notice from the Town shall not constitute a modification of this Agreement or a material modification of the Service Plan.

The Town is authorized to utilize the revenues from the Town Capital and Maintenance Mill Levy for the planning, design, financing, acquisition, construction, operation, and maintenance of the following Town Infrastructure:

- The Park Tract and all associated improvements to Planning Area 43
- All roadways, storm sewer and associated items constructed within Town right-of-way
- Regional roadways serving the District
- All storm sewer, detention ponds, stream improvements and other Stormwater conveyance infrastructure located on Town, HOA or District-owned property that is eligible for maintenance assistance through the Town's Stormwater Utility.
- Widening of Chambers Road to a full arterial roadway section through the District boundaries, including additional lanes, sidewalk, curb and gutter, medians and all other associated items.

The parties agree the Town may modify the list of Town Infrastructure provided in this Exhibit B without amending this Agreement upon advance written notice to the District. The District shall have 30 days to object to such modification. In the event the District fails to object within 30 days of receipt of such notice, the Town may proceed to utilize the revenues from the Town Capital and Maintenance Mill Levy as set forth in such written notice which notice shall become a part of this Agreement by Addendum.

EXHIBIT C

Utilization of Operation and Maintenance Mill Levy

The District shall dedicate the Public Improvements (as defined in the Service Plan) to the Town or other appropriate jurisdiction or owners association in a manner consistent with the Approved Development Plan, Annexation Agreement and other rules and regulations of the Town and applicable provisions of the Town Code. The District shall be authorized to own, operate and maintain the Public Improvements not otherwise required to be dedicated to the Town or other public entity. If the Public Improvements are owned by an entity other than the District, the Town or other public entity, such entity shall be responsible for the operation and maintenance unless the District agrees to provide for the operation and maintenance of the Public Improvements pursuant to an agreement with such entity.

The District is authorized to impose up to 10 mills for District administrative and operating expenses as well as maintenance of Regional Infrastructure as set forth below. The Operation and Maintenance Mill Levy shall be imposed by the District at the District's discretion but in a manner that will enable the District to perform its administrative and operating obligations and its maintenance obligations in connection with the Regional Infrastructure in a timely and adequate manner.

- Drainage Improvements (including detention and storm improvements)
- Street Improvements (including roads, curbs, gutters, culverts, sidewalks, bridges, parking facilities, paving, lighting, grading, landscaping, and other street improvements)
- Traffic and Safety Controls
- Open Space and Trails
- Landscaping
- Parks and Recreation Improvements and Facilities, including club houses, recreation centers, and swimming pools
- Retaining Walls
- Irrigation Systems
- Streetscape associated with the improvement of Chambers Road

PROCLAMATION

National Public Works Week 2020

WHEREAS, public works professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of the people of Colorado, and

WHEREAS, these infrastructure, facilities and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers and employees from state and local governments and the private sector, who are responsible for rebuilding, improving and protecting our nation's transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens, and

WHEREAS, it is in the public interest for the citizens, civic leaders and children in the State of Colorado to gain knowledge of and to maintain a progressive interest and understanding of the importance of public works and public works programs in their respective communities, and

WHEREAS, the American Public Works Association has celebrated the annual National Public Works Week since 1960, and

NOW, THEREFORE, I, Mike Waid, Mayor of the Town of Parker, do hereby designate May 17-23, 2020 as National Public Works Week. I urge all our people to join with representatives of the American Public Works association and government agencies in activities, events and ceremonies designed to pay tribute to our public works professionals, engineers, managers and employees and to recognize the substantial contributions they make to protect our national health safety and quality of life.

Dated this 4th day of May, 2020.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

Proclamation

Building Safety Month — May, 2020

WHEREAS, our Town of Parker is committed to recognizing **that** our growth and strength depends on the safety and economic value of the homes, buildings and infrastructure that serve our citizens, **both** in everyday life and in times of natural disaster, and;

WHEREAS, our confidence in the structural integrity of these buildings that make up our community is achieved through the devotion of vigilant guardians—building safety and fire prevention officials, architects, engineers, builders, tradespeople, design professionals, laborers, plumbers and others in the construction industry—who work year-round to ensure the safe construction of buildings, and;

WHEREAS, these guardians are dedicated members of the International Code Council, a U.S. based organization, that brings together local, state and federal officials that are experts in the built environment to create and implement the highest-quality codes to protect us in the buildings where we live, learn, work, play, and;

WHEREAS, our nation benefits economically and technologically from **using** the International Codes that are developed by a national, voluntary consensus codes and standards developing organization, our government is able to avoid the high cost and complexity of developing and maintaining these codes, which are the most widely adopted building safety and fire prevention codes in the world;

WHEREAS, these modern building codes include safeguards to protect the public from natural disasters such as hurricanes, snowstorms, tornadoes, wildland fires, floods and earthquake; which, according to a FEMA-commissioned study by the National Institute of Building Sciences, provide \$11 in future mitigation benefits for every dollar invested, and;

WHEREAS, Building Safety Month is sponsored by the International Code Council to remind the public about the critical role of our communities' largely unknown protectors of public safety—our local code officials—who assure us of safe, efficient and livable buildings that are essential to America's prosperity, and;

WHEREAS, "Safer Buildings, Safer Communities, Safer world" the theme for Building Safety Month 2020, encourages all Americans to raise awareness of the importance of safe and resilient construction; fire prevention; disaster mitigation, and new technologies in the construction industry. Building Safety Month 2020 encourages appropriate steps everyone can take to ensure the safety of our built environment, and recognizes that the **implementation of safety** codes by local and **state** agencies has saved lives and protected homes and businesses, and,

WHEREAS, each year, in observance of Building Safety Month, Americans are asked to consider the commitment to improve building safety and economic investment at home and in the community, and to acknowledge the essential service provided to all of us by local and state building departments, fire prevention bureaus and federal agencies in protecting lives and property.

NOW THEREFORE, I, Mike Waid, Mayor of the Town of Parker, do hereby proclaim the month of **May 2020** as Building Safety Month. Accordingly, I encourage our citizens to join with their communities in participation in Building Safety Month activities.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk



Request for Town Council Action

Date: May 4, 2020

Submitted By: Mary Lou Brown, Finance Director

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 1.539.2 - Second Reading (to be continued to 5/18/20)**
A Bill for an Ordinance to Adopt the 2020 Revised Budget for the Town of Parker and to Make Appropriations for Same

Department: Finance, Mary Lou Brown

EXECUTIVE SUMMARY

The General Fund, along with several other Funds, are highly dependent upon sales tax revenue. The responses to the COVID-19 virus, along with the high probability of a recession and unemployment, will also impact the Town's sales tax revenue. In addition, the Town will incur expenses related to the COVID-19 virus that were not anticipated in the 2020 Budget and may, or may not, be partially reimbursed by FEMA. The attached budget adjustments address the decline in revenue and increase in expenses related to the virus.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

A total of nine of the Town's Funds are impacted by the forecasted drop in sales and other tax revenues. The Town went through two budget adjustment exercises in 2018 and has maintained tight control over expense growth in the following two years. This made the implementation of further budget reductions in response to the COVID-19 virus very difficult to identify and implement.

A common approach to discretionary funds and personnel expense was applied to each Fund, as appropriate. Several of the Funds listed below do not have personnel; those that do are all incorporating the impact of employee furlough days, limited hiring for open positions and workforce reductions.

The following are highlights for each of the Funds:

General Fund: Total revenues are forecasted to drop up to \$13 million which equates to a 25% reduction to total revenues. The offset to the revenue decline is derived from three different areas - 1) use of cash reserves of \$6 million; 2) transfers from two funds of \$4 million to offset the provision of law enforcement services and capital expenditures; and 3) reduction in net expenses of \$3 million. The change in expenditures includes an increase for COVID-19 related expenses of \$1 million and a decrease of other expenses of \$4 million. Community impacting reductions include digital delivery only of Talk of the Town, reduced number and/or footprint of community events such as Stars and Stripes, Holiday Tree Lighting, etc., fewer street resurfacing projects, holiday lighting scaled back, reduced economic development incentives and limited replacement of plantings throughout the season. Internal impacting reductions include discretionary and personnel-related reductions. New projects for the year have also been rolled back.

Parks and Recreation Fund: Sales tax is forecast to drop \$2.4 million in this Fund and cash reserves will be used to offset the majority of that amount. The transfer to the Recreation Fund will be reduced \$0.2 million.

Cultural Fund: Revenue has been impacted \$0.6 million by the closure of facilities and the expectation there will be a change in how events are offered in the future. To offset this reduction, the following changes will occur: digital-only version of the season brochure; Discovery Park concerts cancelled; budget for national touring acts reduced; expense reductions related to the closure; and the discretionary and personnel-related reductions.

Recreation Fund: Revenue will be reduced \$1.2 million to reflect the impacts of the closure along with program-delivery changes going forward. Expense reductions of \$1.1 million include digital-only program brochure; reduced number of part-time staff that may impact hours of operation and/or swim lesson availability; shortened H2O'Brien Pool season; reduced number of third-party services for camps; expense reductions related to the closure; and the discretionary and personnel-related reductions.

Capital Renewal and Replacement Reserve Fund: Expense will increase due to a transfer to the General Fund to offset some streets repair and maintenance projects and capital projects at the PD building. This will total \$0.5 million.

Public Improvements Fund: Capital expenditures will be reduced \$53,000 for the elimination of one sidewalk gap project.

Excise Tax Fund: Expense will increase \$4.0 million to reflect the transfer to the General Fund for the partial offset of the cost of law enforcement services.

Storm Water Utility Fund: Discretionary and personnel expense will be reduced by \$36,500.

Internal Services Fund: The Fleet, Facilities and Information Technology areas will reduce

expenses by a total of \$230,000, including discretionary and personnel-related expenses.

FINANCIAL IMPACT

See Exhibit A of the ordinance for a more complete summary of the financial impacts discussed above. In total, across all Funds, revenue is reduced \$12.8 million, expense is reduced \$1.1 million and cash reserves of \$11.6 million are utilized from several different Funds.

STRATEGIC GOAL(S)



ATTACHMENTS

1. Ordinance 1.539.2

RECOMMENDED MOTION

I move to continue the second reading and public hearing for Ordinance No. 1.539.2 to a date certain of May 18, 2020.

ORDINANCE NO. 1.539.2, Series of 2020

TITLE: A BILL FOR AN ORDINANCE TO ADOPT THE 2020 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 2020 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 _____, 2020.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2020.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

Town of Parker**Exhibit A****Summary of Revisions to 2019 Budget Ordinance 1.539.2**

1st reading 05/04/2020

2nd reading 05/18/2020

	Expenditure Adjustment	Revenue Adjustment	Net Cash Impact
General Fund	\$ (3,370,256)	\$ (8,547,118)	\$ (5,176,862)
Parks and Recreation Fund	(237,675)	(2,433,258)	(2,195,583)
Cultural Fund	(557,020)	(621,511)	(64,491)
Recreation Fund	(1,140,226)	(1,162,425)	(22,199)
Capital Renewal and Replacement Reserve Fund	501,536	-	(501,536)
Public Improvements Fund	(53,000)	-	53,000
Excise Tax Fund	4,000,000	-	(4,000,000)
Stormwater Fund	(36,519)	-	36,519
Fleet Services Fund	(48,774)	-	48,774
Information Technology Fund	(167,149)	-	167,149
Facility Services Fund	(13,708)	-	13,708
Total all funds	\$ (1,122,790)	\$ (12,764,312)	\$ (11,641,522)

Town of Parker
2020 Revised Budget Ordinance 1.539.2

1st Reading
 2nd Reading

May 4, 2020
 May 18, 2020

Exhibit A

	<u>Revision</u>	<u>2020 Revised Budget</u>
<u>General Fund</u>		
Beginning fund balance (unaudited)		\$ 18,251,211
Revenue		53,642,495
Revenue revision	(8,547,118)	(8,547,118)
Total revised revenue		45,095,377
Total available		63,346,588
Expenditures		54,536,654
Expenditures revision	(3,370,256)	(3,370,256)
Total expenditure revision		51,166,398
Ending fund balance		\$ 12,180,190
<u>Parks and Recreation Fund</u>		
Beginning fund balance (unaudited)		\$ 15,368,030
Revenue		8,804,880
Revenue revision	(2,433,258)	(2,433,258)
Total revised revenue		6,371,622
Total available		21,739,652
Expenditures		17,031,453
Expenditures revision	(237,675)	(237,675)
Total revised expenditures		16,793,778
Ending fund balance		\$ 4,945,874

Town of Parker
2020 Revised Budget Ordinance 1.539.2
 1st Reading
 2nd Reading

May 4, 2020
 May 18, 2020

Exhibit A

	Revision	2020 Revised Budget
<u>Cultural Fund</u>		
Beginning fund balance (unaudited)		\$ 278,036
Revenue		5,119,141
Revenue revision	(621,511)	(621,511)
Total revised revenue		4,497,630
Total available		4,775,666
Expenditures		5,260,922
Expenditures revision	(557,020)	(557,020)
Total revised expenditures		4,703,902
Ending fund balance		\$ 71,764
<u>Recreation Fund</u>		
Beginning fund balance (unaudited)		\$ 1,297,557
Revenue		8,847,495
Revenue revision	(1,162,425)	(1,162,425)
Total revised revenue		7,685,070
Total available		8,982,627
Expenditures		9,403,178
Expenditures revision	(1,140,226)	(1,140,226)
Total revised expenditures		8,262,953
Ending fund balance		\$ 719,674
<u>Capital Renewal and Replacement Reserve Fund</u>		
Beginning fund balance (unaudited)		\$ 1,969,679
Revenue		30,000
Revenue revision	-	-
Total revised revenue		30,000
Total available		1,999,679
Expenditures		-
Expenditures revision	501,536	501,536
Total revised expenditures		501,536
Ending fund balance		\$ 1,498,143

Town of Parker
2020 Revised Budget Ordinance 1.539.2
 1st Reading
 2nd Reading

Exhibit A

May 4, 2020
 May 18, 2020

	Revision	2020 Revised Budget
<u>Public Improvements Fund</u>		
Beginning fund balance (unaudited)		\$ 24,841,589
Revenue		19,714,705
Revenue revision	-	-
Total revised revenue		19,714,705
Total available		44,556,294
Expenditures		26,647,980
Expenditures revision	(53,000)	(53,000)
Total revised expenditures		26,594,980
Ending fund balance		\$ 17,961,314
<u>Excise Tax Fund</u>		
Beginning fund balance (unaudited)		\$ 9,224,453
Revenue		2,745,000
Revenue revision	-	-
Total revised revenue		2,745,000
Total available		11,969,453
Expenditures		2,120,000
Expenditures revision	4,000,000	4,000,000
Total revised expenditures		6,120,000
Ending fund balance		\$ 5,849,453
<u>Stormwater Utility Fund</u>		
Beginning fund balance (unaudited)		\$ 5,613,963
Revenue		19,031,300
Revenue revision	-	-
Total revised revenue		19,031,300
Total available		24,645,263
Expenditures		19,870,041
Expenditures revision	(36,519)	(36,519)
Total revised expenditures		19,833,522
Ending fund balance		\$ 4,811,741

Town of Parker
2020 Revised Budget Ordinance 1.539.2
 1st Reading
 2nd Reading

May 4, 2020
 May 18, 2020

Exhibit A

	Revision	2020 Revised Budget
<u>Fleet Services Fund</u>		
Beginning fund balance (unaudited)		\$ 1,499,622
Revenue		2,721,689
Revenue revision	-	-
Total revised revenue		2,721,689
Total available		4,221,311
Expenditures		2,528,554
Expenditures revision	(48,774)	(48,774)
Total revised expenditures		2,479,780
Ending fund balance		\$ 1,741,531
<u>Technology Management Fund</u>		
Beginning fund balance (unaudited)		\$ 1,179,182
Revenue		4,057,039
Revenue revision	-	-
Total revised revenue		4,057,039
Total available		5,236,221
Expenditures		4,125,462
Expenditures revision	(167,149)	(167,149)
Total revised expenditures		3,958,312
Ending fund balance		\$ 1,277,909
<u>Facility Services Fund</u>		
Beginning fund balance (unaudited)		\$ 56,861
Revenue		1,157,551
Revenue revision	-	-
Total revised revenue		1,157,551
Total available		1,214,412
Expenditures		1,137,035
Expenditures revision	(13,708)	(13,708)
Total revised expenditures		1,123,327
Ending fund balance		\$ 91,085



Request for Town Council Action

Date: May 4, 2020

Submitted By: BrieAnna Simon, Associate Planner
John Fussa, Community Development Director

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 3.354 Second Reading**
A Bill for an Ordinance Rezoning Certain Property Within the Town of Parker, Colorado, Known as the Lot 2, Mark Six Business Subdivision Property from C-Commercial District to LI-Light Industrial District Pursuant to the Town of Parker Land Development Ordinance and Amending the Zoning Ordinance and Zoning Map to Conform Therewith

Department: Community Development, BrieAnna Simon

Trakit No.: Z18-021

EXECUTIVE SUMMARY

The applicant, John Kopasz, has submitted an application to rezone the Mark Six Office/Warehouse Condominiums from C-Commercial to LI-Light Industrial. The subject property is developed and located on Clarke Road east of Dransfeldt Road. The intent of the rezoning application is to allow light industrial uses consistent with the Parker 2035 Master Plan. The proposal responds to and takes the light industrial character of this area into account.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The subject property consists of a portion of the Mark Six Business Subdivision that was annexed and zoned as part of the Town's original incorporation in 1981. The property is currently zoned C-Commercial, however, the surrounding area is predominately light industrial in nature. The Mark Six Office/Warehouse Condominiums offer flexible space that may be used for commercial or light industrial businesses as evidenced by their design with high clearance rear access typical of light industrial development.

The Town regularly reviews and updates the Land Development Ordinance where necessary including the standards found in existing zoning districts. Over time, the Town has revised the uses permitted in zoning districts to better align them with the Master Plan, process requests from property owners and respond to changed conditions. For example, Lot 3A and Lot 5 within the original Mark Six Business Subdivision have previously been rezoned to LI-Light Industrial to better align with the prevailing character and use pattern of the area.

The Parker 2035 Master Plan designates the property as part of the Light Industrial Character Area despite its current zoning. The proposed rezoning from C-Commerical to LI-Light Industrial will permit certain light industrial uses by-right on the property. The proposal is therefore consistent with the Master Plan.

Staff has reviewed the proposed rezoning against the nine (9) criteria for approval contained in the Land Development Ordinance. The applicant has satisfied these criteria and the proposal may therefore be approved.

The Planning Commission held a public hearing on April 9, 2020, to consider the proposed rezoning and made a recommendation of approval to the Town Council.

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH



ENHANCE ECONOMIC
VITALITY

ATTACHMENTS

1. Vicinity Map
2. Planning Commission Staff Report
3. Ordinance No. 3.354

RECOMMENDED MOTION

I move to approve Ordinance No. 3.354 on second reading.

Vicinity Map





Planning Commission Staff Report

Planning Commission Date: 4/9/2020

Town Council Date: 5/4/2020

Hearing Type: Public Hearing
LOT 2, MARK SIX BUSINESS SUBDIVISION
PROPERTY – Rezone
TRAKiT No.: Z18-021

Location: 18800 Clarke Road

Project Planner: BrieAnna Simon, Associate Planner

Applicant: John Kopasz

Executive Summary: The applicant, John Kopasz, is requesting a rezoning for the Mark Six Office/Warehouse Condominiums from C-Commercial to LI - Light Industrial. The site is located on the south side of Clarke Road east of Dransfeldt Road.

Staff Recommendation: Approval

RECOMMENDED MOTION

“I move the Planning Commission recommend Town Council approve the Lot 2, Mark Six Business Subdivision Property rezoning request.”

ALTERNATIVE MOTIONS

“I move the Planning Commission recommend Town Council deny the Lot 2, Mark Six Business Subdivision Property rezoning request.”

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

“I move the Planning Commission vote to continue the Lot 2, Mark Six Business Subdivision Property rezoning request.”

I. BACKGROUND/DISCUSSION

The property site consists of portion of the Mark Six Business Subdivision, which was originally annexed and zoned as part of the Town’s original incorporation in 1981. The property is currently zoned Commercial. The Mark Six Business Subdivision is predominately light industrial in nature. The Mark Six Office Warehouse Condos, provides roll-up door rear access typically found with light industrial uses.

Over time, the Town updates and maintains the Land Development Ordinance including criteria for zoning districts. The Town has removed some light industrial uses from the original 1983 zoning that were determined not to be compatible in commercial areas of Town. Since the original annexation, both Lot 3A and Lot 5 within the Mark Six Business Subdivision have been rezoned to light industrial to align with the building construction and the character of the area.

The applicant proposes to rezone the property from Commercial to Light Industrial. The Parker 2035 Master Plan shows this property in the Light Industrial Character Area, the proposed rezoning will allow for limited light industrial uses by right on the properties which aligns with the Parker 2035 Master Plan. Staff has reviewed this proposed against the nine (9) criteria for rezoning set forth in the Land Development Ordinance and has determined that the criteria have been met.

Vicinity Map



II. PRIOR ACTIONS

Date	Action
5/1981	Town Incorporation (410-88)
04/04/1986	Warehouse/Retail Site Plan Approval
12/17/1986	Mark Six Office Warehouse Condo Plat Approved

III. CURRENT SITE DATA

Existing Zoning	C - Commercial District		
Overlay District	Light Industrial Conservation Industrial District		
PD & Plan Area	None		
Master Plan Area	Light Industrial		
Site Acreage	1 Acres		
Subdivision	Mark Six Business Subdivision		
Existing Use	The existing building consists of five condominiums with various light-industrial uses.		
Surrounding Uses			
	Master Plan Land Use	Zoning	Existing Use
North	Light Industrial	C - Commercial District	Light Industrial – DBC Irrigation Supply Parker
South	Central Commercial	PD - Planned Development	Multi-Family Residential – Briargate on Main
East	Light Industrial	LI - Light Industrial	Commercial – Volleyball Club
West	Light Industrial	C - Commercial District	Commercial – Scale Gymnastics

IV. PARKER 2035 MASTER PLAN

[Parker 2035 Master Plan | Town of Parker - Official Website](#)

MASTER PLAN CONSISTENCY	
Master Plan Designation	Light Industrial ☒ Consistent ☐ Inconsistent
Master Plan Character Discussion	The Light Industrial District is centrally located with properties that generally serve smaller local light industrial businesses that supply local, regional and sometimes national markets. This character area is intended to provide a location for a variety of work processes such as manufacturing, machine shops, production facilities, distribution facilities, flex office, commercial services and other uses of similar research and development, high tech and medical device manufacturing firms that have a synergistic relationship. Processes and land uses within this character area will be low impact in nature and not create or cause fumes, odor noise, vibration or other impacts which are detrimental to abutting properties or land uses. Special care should be taken to ensure that uses not compatible with the light industrial uses proposed within the character area are located in other more appropriate areas of Town. Public Facilities are appropriate within the character area.

Consistent Goals/Strategies	Land Use 1.A Land Use 1.C
Inconsistent Goals/Strategies	None
Staff Analysis	The property is located within the Light Industrial Character Area of the Parker 2035 Master Plan. The Parker 2035 Master Plan identifies the Light Industrial Character Area as providing for a variety of work processes such as manufacturing, machine shops, production facilities, distribution facilities, flex office, commercial services and other uses of similar research and development, high tech and medical device manufacturing firms that have a synergistic relationship. The existing building is designed to support many of the small light industrial uses supported by the Light Industrial Character Area. The proposed rezone will be consistent with the surrounding uses and be compatible with the Light Industrial character are of the Parker 2035 Master Plan.

V. ACCESS, CIRCULATION & TRAFFIC ANALYSIS

This property has vehicular access from Clarke Road. There are no proposed changes to the existing vehicular access or traffic circulation.

VI. APPROVAL CRITERIA

Title 13.04.240.f. Criteria for approval for amendments to the land use ordinance or zoning map:

1. A need exists for the proposal;

Applicant analysis and findings:

There is a need for light industrial zoning in the Town of Parker to accommodate light industrial businesses that provide needed services within Town.

Staff analysis and findings:

The proposed property is located within and surrounded on three sides by the Light Industrial Character Area described in the Parker 2035 Master Plan. The existing building is light industrial in character and design. The proposed rezoning allows for uses that are in harmony and compatible with the character of the surrounding uses. The proposed amendment will better serve the public and Town by meeting the intent of the Town's Master Plan.

Therefore, staff has determined that this criterion can be satisfied.

2. The particular parcel of ground is indeed the correct site for the proposed development;

Applicant analysis and findings:

The site is currently developed for multi-tenant uses that can accommodate light industrial uses. Additionally, the area around this site is already developed for commercial and light industrial uses.

Staff analysis and findings:

The proposed property is located within and surrounded on three sides by the Light Industrial Character Area of the Parker 2035 Master Plan. The Parker 2035 Master Plan identifies land uses within this character area to generally serve smaller local light industrial businesses that supply local, regional and sometimes national markets. The proposed rezoning will align with the Town's Master Plan and provide compatibility with the surrounding land uses.

Therefore, staff has determined that this criterion can be satisfied.

3. There has been an error in the original zoning; or

Applicant analysis and findings:

N/A

Staff analysis and findings:

There was not an error in the original zoning.

4. There have been significant changes in the area to warrant a zone change;

Applicant analysis and findings:

The area around this property has developed as a mix of commercial and light industrial uses. The requested light industrial zoning would reflect the historical development patterns of the area.

Staff analysis and findings:

The properties were annexed, zoned and platted in the late 1980s. Since then the uses historically found within the Mark Six Office Warehouse Condominium building have been light industrial in nature. The proposed rezone will ensure uses historically found within this building are permitted uses. Much of the recent development within the Light Industrial Character Area, outside of the Mark Six Business Subdivision have been light industrial in nature. The Town continues to be concerned about accommodating future industrial uses that provide direct economic benefits and employment to the Town. The proposed rezoning preserves additional light industrial land.

Therefore, staff has determined that this criterion can be satisfied.

5. Adequate circulation exists and traffic movement would not be impeded by development; and.

Applicant analysis and findings:

This change does not change traffic flows.

Staff analysis and findings:

This development has existing vehicular access from Clarke Road. The proposed uses are not anticipated to generate significant traffic volumes beyond what the development has been designed for or lead to congestion which might result in undue traffic hazards.

Therefore, staff has determined that this criterion can be satisfied.

6. Additional municipal service costs will not be incurred which the Town is not prepared to meet.

Applicant analysis and findings:

No added cost to the Town would exist because of this change.

Staff analysis and findings:

The overall development was initially constructed to accommodate industrial uses. This light industrial character is not anticipated to generate demand for additional municipal services (police, street maintenance, drainage facility maintenance, etc.) beyond which the Town currently provides. Therefore, the proposed uses will not require a level of community facilities and services greater than presently available to serve the properties.

Therefore, staff has determined that this criterion can be satisfied.

7. There are minimal environmental impacts or impacts can be mitigated.

Applicant analysis and findings:

There is no change in the environmental impacts.

Staff analysis and findings:

The property is located within the light industrial area of the Town. The existing development and area was designed and built for light industrial uses. The zoning is intended to provide a location for a variety of work processes such as manufacturing, machine shops, production facilities, distribution facilities, flex office, commercial services and other uses of similar research and development, high tech and medical device manufacturing firms that have a synergistic relationship. The uses proposed with this rezoning will not create or cause fumes, odor noise, vibration or other impacts which are detrimental to abutting properties or land uses and will be reviewed through the Town's Site Plan process. All uses will be required to meet the Town of Parker Municipal Code in order to minimize and/or mitigate any environmental impacts.

Therefore, staff has determined that this criterion can be satisfied.

8. The proposal is consistent with the Town Master Plan maps, goals and policies.

Applicant analysis and findings:

The Town's General Land Use Plan identifies the subject property and surrounding area for light industrial uses. Therefore, the requested rezoning would align the zoning of the subject property with the Town's General Land Use Plan.

Staff analysis and findings:

The proposed property is located within and surrounded on three sides by the Light Industrial Character Area of the Parker 2035 Master Plan. Amending the zoning to Light Industrial is supported by and meets the intent of the Parker 2035 Master Plan. Alignment with the Parker 2035 Master Plan is further described in Section IV. of this report.

Therefore, staff has determined that this criterion can be satisfied.

9. There is adequate waste and sewage disposal, water, schools, parks and recreation, and other services to the proportional degree necessary due to the impacts created by the proposed land uses.

Applicant analysis and findings:

This change does not have any negative impact to water, sewer, schools, parks or recreation.

Staff analysis and findings:

The Town has planned for development in this area to include light industrial uses. This light industrial character is not anticipated to generate demand for additional municipal facilities (parks, recreation center usage, etc.) beyond which the Town currently provides. Therefore, the proposed rezoning will not require a level of community facilities and services greater than presently available to serve the properties.

Therefore, staff has determined that this criterion can be satisfied.

VII. SUMMARY REFERRAL AGENCY COMMENTS AND CONDITIONS

Agency	Comments
Comprehensive Planning	This property is located in the Light Industrial Character Area of the Parker 2035 Master Plan. Rezoning this property to Light Industrial will be in compliance with the Parker 2035 Master Plan.
Economic Development	No comment.
Fire Life Safety	No comment.
IREA	No comment.
Parker Authority for Reinvestment	P3 supports the change in zoning from commercial to light industrial. The Master Plan supports this type of zoning.
Parker Water and Sanitation District	No comment.
Police	No comment.

Public Service Company	Public Service Company of Colorado's (PSCo) Right of Way & Permits Referral Desk has reviewed the request for the Mark Six Office/Warehouse Condominium Rezone. Please be advised that Public Service Company has existing natural distribution facilities within the areas indicated in this proposed rezone. Public Service Company has no objection to this proposed rezone, contingent upon PSCo's ability to maintain all existing rights and this amendment should not hinder our ability for future expansion, including all present and any future accommodations for natural gas transmission and electric transmission related facilities. Should the project require any new natural gas service or modification to existing facilities, the property owner/developer/contractor must complete the application process via xcelenergy.com/InstallAndConnect.
South Metro Fire	No comment.
Town of Parker - Engineering	No comment.

VIII. CONCLUSION

The proposed rezoning to Light Industrial will bring the property into alignment with the Parker 2035 Master Plan. Staff has reviewed this proposal against the nine (9) criteria for rezoning set forth in the Land Development Ordinance and has determined that the criteria have been met. After evaluating the information provided by the applicant against the nine approval criteria, staff recommends that Planning Commission recommend that Town Council approve the request.

IX. RECOMMENDED CONDITIONS

Staff recommends that the Planning Commission recommend that the Town Council approve the Lot 2, Mark Six Business Subdivision Property rezoning request.

X. ATTACHMENTS

1. Applicant's Project Narrative
2. Rezoning Map

Report Approved By: Bryce Matthews, Planning Manager

Narrative

I am requesting a rezoning for the Mark 6 Office/Warehouse Condominiums from C-Commercial to LI - Light Industrial. The site is located on the south side of Clarke Drive east of Dransfeldt Road.

In response to the factors for the zoning change:

1. A need exists for the proposal:

There is a need for light industrial zoning in the Town of Parker to accommodate light industrial businesses that provide needed services within Town.

2. The site is currently developed for multi-tenant uses that can accommodate light industrial uses. Additionally, the area around this site is already developed for commercial and light industrial uses.

**3. There has been an error in the original zoning; or
N/A**

4. There have been significant changes in the area to warrant a zone change:

The area around this property has developed as a mix of commercial and light industrial uses. The requested light industrial zoning would reflect the historical development patterns of the area.

5. Adequate circulation exists and traffic movement would not be impeded by development; and this change does not change traffic flows.

6. Additional municipal service costs will not be incurred which the Town is not prepared to meet: No added costs to the town would exist because of this change.

**7. There are minimal environmental impacts or impacts can be mitigated:
There is no change in environmental impacts.**

8. The proposal is consistent with the Town Master Plan map, goals and policies:

The Town's General Land Use Plan identifies the subject property and the surrounding area for light industrial uses. Therefore, the requested rezoning would align the zoning of the subject property with the Town's General Land Use Plan.

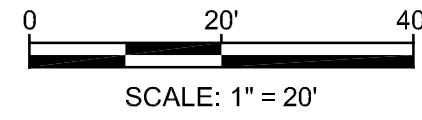
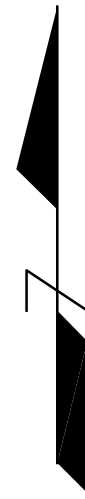
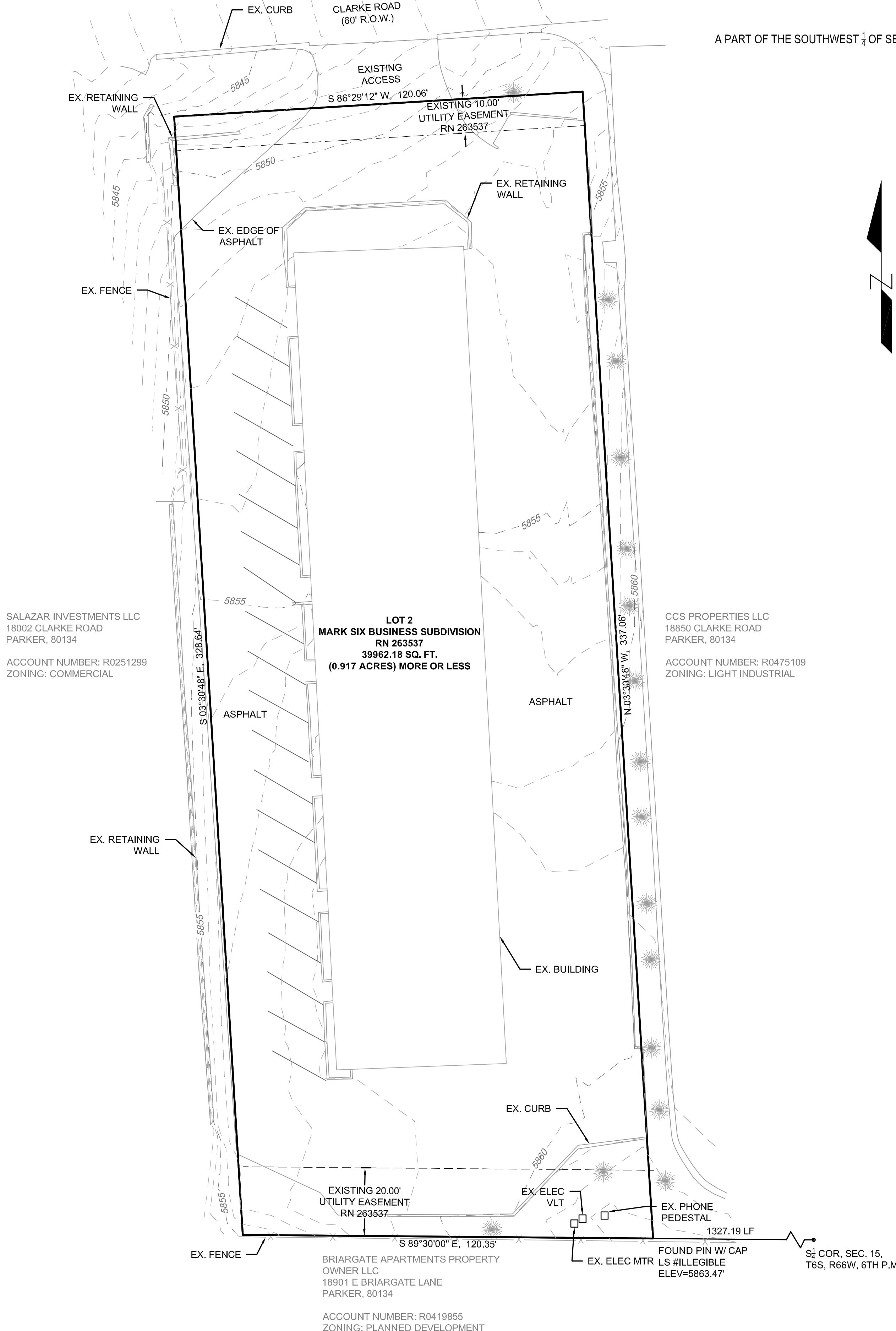
9. There is adequate waste and sewage disposal, water, schools, parks and recreation, and other services to the proportional degree necessary due to the impacts created by the proposed land uses.

This change does not have any negative impact to water, sewer, schools, parks or recreation.

LOT 2, MARK SIX BUSINESS SUBDIVISION

REZONING MAP

A PART OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 15, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN
COUNTY OF DOUGLAS, STATE OF COLORADO



PLANNING COMMISSION CERTIFICATION

THIS REZONING MAP WAS REVIEWED AND RECOMMENDED FOR APPROVAL BY THE TOWN OF PARKER PLANNING COMMISSION FOLLOWING A PUBLIC HEARING HELD ON _____.

COMMUNITY DEVELOPMENT DIRECTOR
ON BEHALF OF THE PLANNING COMMISSION

TOWN COUNCIL CERTIFICATION

THIS REZONING MAP WAS APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PARKER ON THE _____ DAY OF _____, 2018, FOR THE PROPERTY DESCRIBED HEREON. THE ZONING INFORMATION AS SHOWN HEREON WAS CONFIRMED WITH THE ADOPTION OF ORDINANCE NUMBER _____.

MAYOR: TOWN OF PARKER

ATTEST: TOWN CLERK

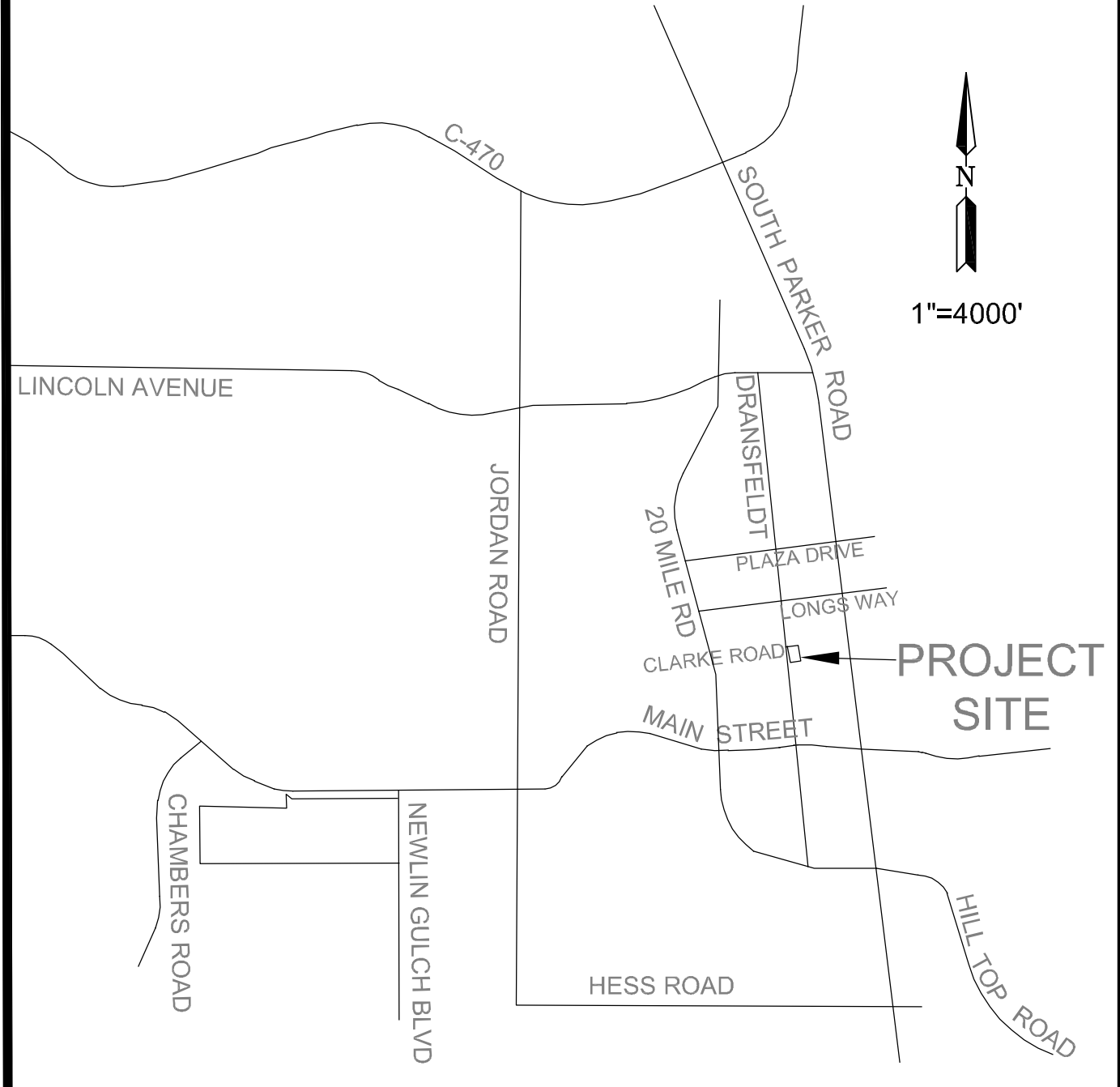
CLERK AND RECORDER'S CERTIFICATION

STATE OF COLORADO
COUNTY OF DOUGLAS

I HEREBY CERTIFY THAT THIS PLAN WAS FILED IN MY OFFICE ON THE ____ DAY OF _____
2018 A.D. AT _____ AM/PM AND WAS RECORDED AT RECEPTION NUMBER _____.

DOUGLAS COUNTY CLERK AND RECORDER

VICINITY MAP



ZONING INFORMATION:

AREA = 0.917 ACRES

EXISTING ZONING = COMMERCIAL

PROPOSED ZONING = LIGHT INDUSTRIAL

SURVEYOR CERTIFICATION:

THIS DOCUMENT IS BASED UPON A SURVEY PREPARED BY FRANE SURVEYING, INC.

ELIJAH FRANE, PLS

DATE _____

LEGAL:

LOT 2 MARK 6 BUSINESS SUBDIVISION,
COUNTY OF DOUGLAS, STATE OF COLORADO
RECEPTION NO. 263537

BENCHMARK:

SOUTHEAST CORNER OF PROPERTY LINE OF MARK SIX
BUSINESS SUBDIVISION - LOT 2 PC ILLEG. ELEV= 5863.47

BASIS OF BEARINGS:

BASIS OF BEARINGS IS THE SOUTH LINE, SOUTHWEST $\frac{1}{4}$ OF SECTION 15, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, WHICH BEARS N89°30'00"W PER THE FINAL PLAT FOR THE MARK SIX BUSINESS SUBDIVISION SECOND AMENDMENT.



6 Inverness Ct. E. Suite, 125
Englewood, CO 80112
303.925.0544 T
303.925.0547 F
www.2ncivil.com

MARK SIX CORPORATION
5730 FOX RUN COURT
PARKER, CO 80134

ISSUED DATE: 10-03-2018

PROJECT NUMBER:	18019
--------------------	-------

S H E E T 1 O F 1

ORDINANCE NO. 3.354, Series of 2020

TITLE: A BILL FOR AN ORDINANCE REZONING CERTAIN PROPERTY WITHIN THE TOWN OF PARKER, COLORADO, KNOWN AS THE LOT 2, MARK SIX BUSINESS SUBDIVISION PROPERTY FROM C-COMMERCIAL DISTRICT TO LI - LIGHT INDUSTRIAL DISTRICT PURSUANT TO THE TOWN OF PARKER LAND DEVELOPMENT ORDINANCE AND AMENDING THE ZONING ORDINANCE AND ZONING MAP TO CONFORM THEREWITH

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

Section 1. Finding of Fact.

a. Application has been made for rezoning the real property described in **Exhibit A**, which is attached hereto and incorporated by this reference (the “Property”), C-Commercial District to LI-Light Industrial District, pursuant to the Town of Parker Land Development Ordinance.

b. Public notice has been given of such zoning by publication on the Town’s website at least fifteen (15) days prior to the public hearing of such zoning.

c. 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 requirements of Section 13.04.240 of the Parker Land Development Ordinance for rezoning of the Property have been satisfied.

Section 2. The Property is hereby zoned as LI-Light Industrial District, pursuant to the Town of Parker Land Development Ordinance.

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, as amended, 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 _____, 2020.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2020.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

EXHIBIT A

Lot 2, Mark Six Business Subdivision
Town of Parker
County of Douglas
State of Colorado



Request for Town Council Action

Date: May 4, 2020

Submitted By: Kristin Schledorn, Deputy Town Attorney

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 8.20.5 - Second Reading**
A Bill for an Ordinance to Amend Chapter 4.07 of the Parker Municipal Code Concerning Development Excise Tax

Department: **Town Attorney, Kristin Schledorn**
Town Administrator, Jim Cleveland

EXECUTIVE SUMMARY

This ordinance amends Chapter 4.07 of the Parker Municipal Code to provide for a residential development excise tax credit for regional recreational trails and facilities.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Last year, Town Council adopted Ordinance No. 8.30, to add a new Chapter 4.11, entitled Impact Fees, to the Parker Municipal Code. The imposition of impact fees by the Town, as provided for in Chapter 4.11, also included provisions for impact fee credits, including credits for recreational trails and facilities that were regional in nature.

At that same time, Town Council also adopted Ordinance 8.20.4, which repealed Chapter 4.11 if the voters approved an increase in the development excise tax at the November election. Parker electors did approve that excise tax increase, and as a result, Chapter 4.11 of the Parker Municipal Code was repealed.

This ordinance amends Chapter 4.07 of the Parker Municipal Code to provide for a credit to the residential development excise tax for regional recreational trails and facilities. The credit is structured almost identically to the one that was provided for under the previous impact fee ordinance, although the definitions have been revised to more specifically address what types of trails and facilities will qualify for the credit.

FINANCIAL IMPACT

The Town anticipates collecting approximately \$55 million in excise taxes, with approximately \$13.5 million of that being credited back as a result of this amendment to the Municipal Code.

STRATEGIC GOAL(S)



ENHANCE ECONOMIC
VITALITY

ATTACHMENTS

1. Ordinance No. 8.20.5

RECOMMENDED MOTION

I move to approve Ordinance No. 8.20.5 on second reading.

ORDINANCE NO. 8.20.5, Series of 2020

TITLE: A BILL FOR AN ORDINANCE TO AMEND CHAPTER 4.07 OF THE PARKER MUNICIPAL CODE CONCERNING DEVELOPMENT EXCISE TAX

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

Section 1. Section 4.07.020 of the Parker Municipal Code is amended by the addition of the following definitions (inserted alphabetically):

4.07.020 Definitions.

As used in this Chapter, the following words shall be construed to have the meanings defined below:

* * *

2019 Excise Tax means \$4,987 for each single-family dwelling, \$3,989 for each attached dwelling, and \$3,614 for each dwelling within an apartment building.

2020 Excise Tax means the residential development excise tax described in Section 4.07.030 of this Chapter, except that portion of the residential development excise tax allocated to South Metro Fire Rescue Fire Protection District (in the amounts of \$583 per single-family dwelling, \$376 per attached dwelling, and \$338 per dwelling unit within an apartment building), all of which are adjusted annually as provided by Section 4.07.070 of this Chapter.

Facilities means recreational facility, recreational support facility, recreational trail and regional park facility, which is accepted by the Town for maintenance and ownership.

Maximum Credit for Facilities Amount means [total dwelling units X (multiplied by) 2020 Excise Tax] – (subtracted by) [total dwelling units X (multiplied by) 2019 Excise Tax] X (multiplied by) 56%.

Recreational facility means a system-level facility that is owned and operated by the Town to serve the recreation needs of Town residents, including structures dedicated to recreation purposes and outdoor improvements in which organized recreational activities occur, such as gyms, fieldhouses, natatoriums, ball fields, athletic fields, soccer fields, swimming pools, tennis courts, and volleyball courts, and excepting therefrom real property and facilities and outdoor improvements serving specific neighborhoods or communities within the Town.

Recreational support facility means a system-level facility that is owned and operated by the Town for the storage of maintenance materials, servicing of equipment, and administrative support offices for maintenance personnel, which directly reduces the demand on the Town recreation support facilities known as the Motsenbocker Complex parks office, parks storage, and fleet shop and parks garage.

Recreational trail means any improved regional trail, which provides connectivity to the Townwide regional trail network, that is constructed to Town standards and is accepted by the Town for maintenance and ownership, excepting therefrom internal network trails.

Regional park facility means a system-level park that is conveyed in fee title which serves the park or recreation needs of the entire population of the Town, excepting therefrom pocket parks, neighborhood parks, and community parks.

Total dwelling units means the total number of approved and zoned dwelling units are within a specific planned development area that contains facilities.

Section 1. Chapter 4.07 of the Parker Municipal Code is amended by the addition of a new Section 4.07.035 to read as follows:

4.07.035 Residential development excise tax credit

A taxpayer may claim a credit against the residential development excise tax for the construction of facilities, only to the extent described in this Section. The total amount of the credit described herein shall not exceed the Maximum Credit for Facilities Amount. Any taxpayer claiming a credit as described herein shall submit documentation sufficient to permit the Town Finance Director to determine whether the credit claimed will be allowed and, if so, the amount of such credit. A credit must be claimed at the time application is made for a building permit. The decision by the Finance Director concerning the requested credit will be made in writing prior to the issuance of the building permit. Any credit not so claimed at this time shall be deemed waived by the taxpayer. Notwithstanding the above, a building permit shall not be issued until the question of the credit for the residential development excise tax has been resolved.

(a) A taxpayer may receive a credit up to forty-eight percent (48%) of the Maximum Credit for Facilities Amount against the residential development excise tax for the construction of recreational facilities. The amount of the credit will equal the amount of the reasonable cost of the actual construction of a recreational facility to the extent paid by the taxpayer, not to exceed forty-eight percent (48%) of the Maximum Credit for Facilities Amount, subject to the requirements contained in Subsection (e) below and any additional administrative regulations that may be established by the Town Administrator.

(b) A taxpayer may receive a credit up to twenty-nine percent (29%) of the Maximum Credit for Facilities Amount against the residential development excise tax for the construction of regional trails. The amount of the credit will equal the amount of the reasonable cost of the actual construction of the regional trails to the extent paid for by the taxpayer, not to exceed twenty-nine percent (29%) of the Maximum Credit for Facilities Amount, subject to the requirements contained in Subsection (e) below and any additional administrative regulations that may be established by the Town Administrator.

(c) A taxpayer may receive a credit up to twenty-one percent (21%) of the Maximum Credit for Facilities Amount against the residential development excise tax for the construction of regional park facilities. The amount of the credit will equal the amount of the reasonable cost of the actual construction of the regional park facilities to the extent paid for by the taxpayer, not to exceed twenty-one percent (21%) of the Maximum Credit for Facilities Amount, subject to the requirements contained in Subsection (e) below and any additional administrative regulations that may be established by the Town Administrator.

(d) A taxpayer may receive a credit up to two percent (2%) of the Maximum Credit for Facilities Amount against the residential development excise tax for the construction of recreational support facilities. The amount of the credit will equal the amount of the reasonable cost of the actual construction of recreational support facilities to the extent paid for by the taxpayer, not to exceed two percent (2%) of the Maximum Credit for Facilities Amount, subject to the requirements contained in Subsection (e) below and any additional administrative regulations that may be established by the Town Administrator.

(e) A taxpayer may receive a credit to offset the reasonable costs of actual construction of recreational facilities, regional trails, regional park facilities, and recreational support facilities to the extent paid by the taxpayer, pursuant to the following requirements and any additional administrative regulations that may be established by the Town Administrator:

(1) No credit shall be given for any recreational facility, regional trail, regional park facility, or recreational support facility that was constructed prior to the effective date of this Chapter.

(2) No credit shall be given for any dedication that was made prior to the effective date of this Chapter.

(3) No credits under this Section shall exceed the Maximum Credit for Facilities Amount.

(4) If a credit has not been exhausted within twenty (20) years of the date of the issuance of the first building permit for which the residential development excise tax was due and payable under the provisions of this

Chapter, or within such period as may be designated by the Town in writing, such credit shall lapse.

(f) Any credit claimed under the provisions of this Section shall be prorated among all zoned dwelling units that exist after the recreational facility, regional trail, regional park facility, or recreational support facility is completed and probationary acceptance by the Town within a planned development area and shall be applied at the time of the issuance of the building permit for each dwelling unit approved in a subsequent filing.

(g) A taxpayer may appeal the decision of the Finance Director concerning the availability, amount, or application of the credit to the Town Administrator, pursuant to such administrative hearing process as may be established by the Town Administrator:

(1) The burden of proof in any such hearing shall be on the taxpayer to demonstrate that the amount of credit was not properly calculated by the Town.

(2) All appeals must be made within thirty (30) days of the date of the Finance Director's written decision and must state with specificity the reasons for the appeal and shall contain such data and documentation upon which the taxpayer seeks to rely. Payment of the residential development excise tax and issuance of the associate building permit shall act as a waiver of any appeal right hereunder. The Town Administrator shall notify the taxpayer of the hearing date on the application, which notice shall be given no less than fifteen (15) working days prior to the date of the hearing. At the hearing, the Town Administrator shall provide the taxpayer and Town staff an opportunity to present testimony and evidence regarding the credit decision being appealed. The Town Administrator shall modify said amount only if there is substantial competent evidence in the record that the Town erred. The decision of the Town Administrator shall be final.

Section 3. **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 4. **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 5. This Ordinance shall become effective ten (10) days after final publication.

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____,
2020.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2020.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney



Request for Town Council Action

Date: May 4, 2020

Submitted By: Kristin Schledorn, Deputy Town Attorney

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 1.352.2 - Second Reading**
A Bill for an Ordinance Affirming the Passage of Emergency Ordinance No. 1.352.1, Series of 2020, A Bill for an Emergency Ordinance to Amend Section 2.01.070 of the Parker Municipal Code Concerning Emergency Meetings

Department: Town Attorney, Kristin Schledorn

EXECUTIVE SUMMARY

The Town Code authorizes the Town Council to conduct meetings by telephone, electronically or by other means of communication when meeting in person is not prudent due to a health pandemic or other extraordinary emergency affecting the Town. The proposed ordinance affirms the passage of Emergency Ordinance 1.352.1, which extended this authority to the Planning Commission and the Special Licensing Authority.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Section 2.01.070 of the Parker Municipal Code authorizes the Town Council to hold Town Council meetings by telephone, electronically or by other means when meeting in person is not prudent due to a health pandemic. This section of the Code does not provide the same authority to the Planning Commission or the Special Licensing Authority. The purpose of this ordinance is to extend the authority contained in this section to the Planning Commission and the Special Licensing Authority to address the Town's business during a health pandemic or other extraordinary emergencies.

This Code amendment was passed as an emergency ordinance on March 16, 2020. Pursuant to Section 7.6 of the Town Charter, an emergency ordinance shall not be in effect longer than ninety (90) days after passage, unless the Council by subsequent ordinance affirms the same.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)



PROMOTE A SAFE AND
HEALTHY COMMUNITY

ATTACHMENTS

1. Ordinance No. 1.352.2

RECOMMENDED MOTION

I move to approve Ordinance 1.352.2 on second reading.

ORDINANCE NO. 1.352.2, Series of 2020

TITLE: A BILL FOR AN ORDINANCE AFFIRMING THE PASSAGE OF EMERGENCY ORDINANCE NO. 1.352.1, SERIES OF 2020, A BILL FOR AN EMERGENCY ORDINANCE TO AMEND SECTION 2.01.070 OF THE PARKER MUNICIPAL CODE CONCERNING EMERGENCY MEETINGS

WHEREAS, the Town Council of the Town of Parker passed Ordinance No. 1.352.1, Series of 2020, as an emergency ordinance on March 16, 2020, A Bill for an Emergency Ordinance to Amend Section 2.01.070 of the Parker Municipal Code Concerning Emergency Meetings;

WHEREAS, Section 7.6 of the Town of Parker Home Rule Charter requires that emergency ordinances "shall not be in effect longer than ninety (90) days after passage, unless the Council by subsequent ordinance shall affirm the same;" and

WHEREAS, the Town Council of the Town of Parker desires to affirm the passage of Ordinance No. 1.352.1, Series of 2020.

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

Section 1. The Town Council of the Town of Parker hereby affirms the passage of Ordinance No. 1.352.1, Series of 2020, attached hereto as **Exhibit A**, and incorporated by this reference.

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 _____, 2020.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this _____ day of _____, 2020.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

EXHIBIT A

ORDINANCE NO. 1.352.1, Series of 2020

TITLE: A BILL FOR AN EMERGENCY ORDINANCE TO AMEND SECTION 2.01.070 OF THE PARKER MUNICIPAL CODE CONCERNING EMERGENCY MEETINGS

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

Section 1. Subsection 2.01.070 of the Parker Municipal Code is amended to read as follows:

2.01.070 Emergency Meetings.

(a) In the event a quorum of the Town Council, Planning Commission or Special Licensing Authority, as applicable, is unable to meet at the day, hour and place fixed by the rules and procedures of the Town Council because meeting in person is not practical or prudent due to a health pandemic or other extraordinary emergency affecting the Town, meetings may be conducted by telephone, electronically or by other means of communication so as to provide maximum practical notice.

(b) Meetings may be held by telephone, electronically or by other means of communication if the following conditions are met:

(1) The Town Administrator determines that meeting in person is not practical or prudent because of a health pandemic or declaration of emergency affecting the Town;

(2) All members of the Town Council, Planning Commission or Special Licensing Authority, as applicable, can hear one another or otherwise communicate with one another and can hear or read all discussion and testimony in a manner designed to provide maximum notice and participation;

(3) Members of the public present at the regular meeting location can hear or read all discussion, testimony and votes, unless not feasible due to the pandemic or emergency;

(4) At least one (1) member of the Town Council, Planning Commission or Special Licensing Authority, as applicable, is present at the regular meeting location, unless not feasible due to the pandemic or emergency declaration;

(5) All votes are conducted by roll call;

(6) Minutes of the meeting are taken and promptly recorded, and such records are open to public inspection; and

(7) To the extent possible, full and timely notice is given to the public setting forth the time of the meeting, the fact that some Town Council, Planning Commission or Special Licensing Authority members, as applicable, may participate by telephone, electronically or by other means of communication and the right of the public to monitor the meeting from another location.

Section 3. Police Power Finding. The Town Council hereby finds, determines and declares that this Ordinance is necessary and proper to provide for the safety, preserve the health, promote the prosperity, and improve the order, comfort and convenience of the Town and the inhabitants thereof.

Section 4. Emergency Declared. Pursuant to Section 7.6 of the Charter, the Town Council hereby finds, determines and declares that this Ordinance is necessary for the immediate preservation of the public peace, health, safety and welfare of the Town of Parker, in order to immediately address the State of Disaster Emergency declared by Governor Jared Polis on March 10, 2020 and the Global Pandemic declared by the World Health Organization.

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.

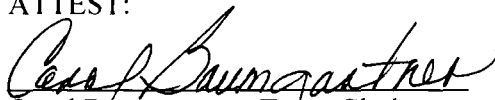
Section 6. Severability. If any clause, sentence, paragraph or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

Section 7. This Ordinance shall become effective immediately upon adoption.

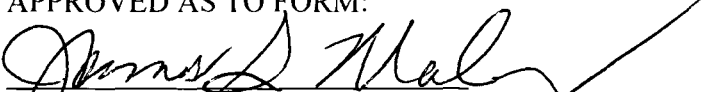
INTRODUCED, ADOPTED AND PASSED ON FIRST READING this 16th day of March, 2020.


Mike Waid, Mayor

ATTEST:


Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:


James S. Maloney, Town Attorney