

TOWN OF PARKER COUNCIL AGENDA
March 19, 2018

Notes:

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

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

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

1. **TOWN COUNCIL MEETING SCHEDULE**

A. **5:30 P.M. – Call to Order Town Council Meeting and Roll Call**

B. **Executive Session – Immediately following Call to Order/Roll Call – (See Attached)**

C. **Reconvene Town Council Meeting at 7:00 P.M. or as soon thereafter as the regular public meeting can be conducted.**

2. **SPECIAL PRESENTATIONS**

3. **PARKER CHAMBER OF COMMERCE UPDATES**

4. **PUBLIC COMMENTS**

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

6. **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 - March 5, 2018*

B. *ORDINANCE NO. 5.79 - First Reading*

A Bill for an Ordinance to Amend Section 5.02.660 of the Parker Municipal Code Concerning Public Notice of Liquor License Applications

Department: Town Attorney, Jim Maloney

Second Reading: April 2, 2018

C. *MEADOWLARK - Annexation and Zoning*

Applicant: Henry Design Group for Meritage Homes
Location: The northeast corner of Crowfoot Valley Road and Richlawn Parkway
Department: Community Development, Ryan McGee
TRAKiT No.: ANX16-004 & Z16-020
Second Reading: April 2, 2018

(1) *ORDINANCE NO. 2.258 - First Reading*

A Bill for an Ordinance Approving and Accomplishing the Annexation of Contiguous Unincorporated Territory Known as the Meadowlark Property in Douglas County

(2) *ORDINANCE NO. 3.325 - First Reading*

A Bill for an Ordinance Zoning Certain Property Within the Town of Parker, Colorado, Known as the Meadowlark Property to PD-Planned Development District Pursuant to the Town of Parker Land Development Ordinance and Amending the Zoning Ordinance and Map to Conform Therewith

D. *ORDINANCE NO. 3.332 - First Reading*

A Bill for an Ordinance Rezoning Certain Property Within the Town of Parker, Colorado, Known As Country Meadows Square Property from PD-Planned Development to Modified Commercial District Pursuant to the Parker Land Development Ordinance and Amending the Zoning Ordinance and Map to Conform Therewith

Applicant: Gene Gregory, Country Meadows Development LLC
Location: Northwest corner of Hess Road and Parker Road
Department: Community Development, Stacey Nerger
Trakit No.: Z18-002
Second Reading: April 2, 2018

E. *ORDINANCE NO. 5.80 First Reading*

A Bill for an Ordinance to Amend Chapter 7.01 of the Parker Municipal Code to Allow Traffic Direction, Regulation and Control by Appointed Special Police Officers

Department: Police Department, Doreen Jokerst
Second Reading: April 2, 2018

F. *CONTRACTS OVER \$100,000*

1. *2018 Townwide Slurry/Chip Seal Program (CIP 18-004)*

Amount: \$1,780,327.91
Contractor: A-1 Chipseal
Department: Public Works, John Mounier

2. *2018 Townwide Pavement Markings - Long Line Project (CIP18-007)*

Amount: \$105,702.78
Contractor: American Striping Company
Department: Engineering, Dave Aden

7. **PUBLIC HEARINGS**

**A. TWENTY MILE INDUSTRIAL PARK FILING NO. 2, FIRST AMENDMENT
SUBDIVISION EXCEPTION LOT 2A - Parker Racquet Club Site Plan**

Applicant: Christa Plaza, Essenza Architecture for Parker Tennis
Location: South of Plaza Drive between Twenty Mile Road and Championship Drive
Department: Community Development, Paul Workman
TRAKit No.: SP17-044

(1) Site Plan

(2) Development Agreement

B. PINE BLUFFS FILING NO. 4, Stand-Alone Emergency Room - Use by Special Review

Applicant: Wendi Birchler, Norris Design for Mustang Development Company
Location: Southeast corner of Parker Road and Shady Ridge Parkway
Department: Community Development, Paul Workman
TRAKit No. Z17-016

C. SERVICE PLANS FOR BELFORD SOUTH AND BELFORD NORTH METROPOLITAN DISTRICTS (continued from March 5, 2018)

Department: Town Attorney, Jim Maloney

(1) RESOLUTION NO. 18-030

A Resolution to Approve the First Amended and Restated Service Plan for Belford South Metropolitan District

(2) RESOLUTION NO. 18-031

A Resolution to Approve the Formation of a Title 32 Special District for Belford North Metropolitan District

D. SALISBURY EQUESTRIAN PARK LOT 1, Parker Water and Sanitation - Bulk Water Distribution Station - Site Plan Amendment

Applicant: Black and Veatch for Parker Water and Sanitation District
Location: 12010 Motsenbocker Road
Department: Community Development, Carolyn Parkinson
TRAKit No.: SP17-107

- (1) Site Plan**
- (2) ORDINANCE NO. 1.509 - Second Reading**
A Bill for an Ordinance Conveying Certain Real Property by Easement to Parker Water and Sanitation District for Salisbury Equestrian Park Minor Development

E. VILLAGE CENTER DRIVE RIGHT-OF-WAY PROPERTY - Annexation

Applicant: Town of Parker
Location: Generally located south of Lincoln Avenue and east of Jordan Road
Department: Community Development, Carolyn Parkinson
Engineering, Chris Hudson
TRAKit No.: ANX17-006

- (1) RESOLUTION NO. 18-024**
A Resolution to Set Forth the Town Council's Finding of Fact and Conclusions as the Eligibility of Village Center Drive Right-of-Way Property in Douglas County
- (2) ORDINANCE NO. 2.257 - Second Reading**
A Bill for an Ordinance Approving and Accomplishing the Annexation of Contiguous Unincorporated Territory Known as Village Center Drive Right-of-Way Property of Douglas County

F. HEIRLOOM PARKWAY SERIAL I AND SERIAL II RIGHT-OF-WAY PROPERTY - Annexation

Applicant: Town of Parker
Location: Generally located north of Hess Road and west of Chambers Road
Department: Community Development, Carolyn Parkinson
Engineering, Chris Hudson
TRAKiT No. ANX17-004 and ANX17-005

(1) RESOLUTION NO. 18-022

A Resolution to Set Forth Town Council's Findings of Fact and Conclusions as to the Eligibility of the Heirloom Parkway Serial I Right-of-Way Property for Annexation into the Town of Parker

(2) ORDINANCE NO. 2.255 - Second Reading

A Bill for an Ordinance Approving and Accomplishing the Annexation of Contiguous Unincorporated Territory Known as the Heirloom Parkway Property Serial I Located in Douglas County

(3) RESOLUTION NO. 18-023

A Resolution to Set Forth Town Council's Findings of Fact and Conclusions as to the Eligibility of Heirloom Parkway Serial II Right-of-Way Property for Annexation into the Town of Parker

(4) ORDINANCE NO. 2.256 - Second Reading

A Bill for an Ordinance Approving and Accomplishing the Annexation of Contiguous Unincorporated Territory Known as the Heirloom Parkway Property Serial II Located in Douglas County

G. ORDINANCE NO. 1.507.1 - Second Reading

A Bill for an Ordinance to Adopt the 2018 Revised Budget for the Town of Parker and to Make Appropriations for the Same

Department: Finance, Mary Lou Brown
Finance, Rhonda Willey

8. ORDINANCES

A. ORDINANCE NO. 1.510 - Second Reading

A Bill for an Ordinance Conveying Certain Real Property by Easement to Parker Water and Sanitation District for Tract T, Reata North Filing No. 1

Department: Engineering/Public Works, Alex Mestdagh

B. ORDINANCE NO. 9.262.1 - Second Reading

A Bill for an Ordinance Approving the Agreement Regarding Design and Construction of Drainage and Flood Control Improvements for Newlin Gulch Downstream of Heirloom Parkway By and Between Urban Drainage and Flood Control District and the Town of Parker (Agreement No. 16-11.23A Project No. 106484)

Department: Engineering/Public Works, Jacob James

9. ADJOURNMENT

Parker Town Council

Executive Session Agenda

March 19, 2018

"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)."

1. Proposed annexation of the commercial enclave property adjacent to Parker Road and Pine Lane

"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)."

2. *Town of Parker v. Douglas County*, Douglas County District Court concerning the Intergovernmental Agreement and related comprehensive development plan between the Town and Douglas County; and Section 19A of the Douglas County Zoning Resolution
3. Parker Senior Center (deed restrictions)
4. *Town of Parker v. Oltmann, et al*, Douglas County District Court

**TOWN OF PARKER COUNCIL
MINUTES
MARCH 5, 2018**

Mayor Mike Waid called the meeting to order at 5:46 p.m. All Councilmembers were present.

Jim Maloney announced the topics for the Executive Session were five (5) items. Under C.R.S. § 24-6-402(4)(b), there were four (4) items; the first was the Town of Parker v. Douglas County, Douglas County District Court; the second was Section 13.10.170 of the Parker Municipal Code concerning potential claim of damage due to increased run off from Town-owned drainage facilities located in and around Hilltop Road; the third was Ordinance No. 2.281.1, Series of 2011, concerning mixed use neighborhood center within Parker Homestead Planned Development Guide and Plan; and the four item was C.R.S. Section 18-12-214(4) concerning carrying a concealed handgun into a public building. Under C.R.S. § 24-6-402(4)(f) there was one (1) item which was the Town Administrator Evaluation Process.

EXECUTIVE SESSION

Amy Holland moved and Josh Martin seconded to go into Executive Session at 5:46 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), and to consider personnel matters, pursuant to C.R.S. § 24-6-402(4)(f).

The motion was approved unanimously.

Joshua Rivero moved and Josh Martin seconded to adjourn the Executive Session at 7:02 p.m.

The motion was approved unanimously.

REGULAR MEETING

Mayor Waid reconvened the meeting at 7:08 p.m.

Girl Scout Troop #2797 led the Pledge of Allegiance.

SPECIAL PRESENTATIONS

Girl Scout Week in Parker - Proclamation

Mayor read into the record the Proclamation for *Girl Scout Week in Parker*. Girl Scout Troop #2797 was recognized.

Explorers Presentation and Recognition

The Parker Police Explorers were presented with Certificates of Recognition. Danielle Huskey read a Proclamation in their honor. Explorers recognized were: Explorer Sergeant

Lane Mast, Explorer Skyler VanMeter, Explorer Joseph Krotzer, Explorer Elizabeth Mazzarello, Explorer Brett Baker, and Explorer Alex Wilson.

PARKER CHAMBER OF COMMERCE UPDATES - None

DOWNTOWN BUSINESS ALLIANCE UPDATES - None

PUBLIC COMMENTS - None

REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL

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

CONSENT AGENDA

- A. *APPROVAL OF MINUTES - January 20, 2018*
- B. *SECOND AMENDMENT TO SUBDIVISION AGREEMENT Parker Keystone Filing No. 1, First Amendment (Also Known as Parker Keystone Minor Development Amendment No. 1)*
 - Department: *Engineering/Public Works, Alex Mestdagh
Community Development, Ryan McGee*
- C. *HEIRLOOM PARKWAY SERIAL I AND SERIAL II RIGHT-OF-WAY PROPERTY - Annexation*
 - Applicant: *Town of Parker*
 - Location: *Generally Located North of Hess Road and West of Chamber Road*
 - Department: *Community Development, Carolyn Parkinson
Engineering, Chris Hudson*
 - TRAKiT No.: *ANX17-004 and ANX17-005*
 - Second Reading: *March 19, 2018*
 - (1) *ORDINANCE NO. 2.255 - First Reading
A Bill for an Ordinance Approving and Accomplishing the Annexation of Contiguous Unincorporated Territory Known as the Heirloom Parkway Property Serial I Located in Douglas County*
 - (2) *ORDINANCE NO. 2.256 - First Reading
A Bill for an Ordinance Approving and Accomplishing the Annexation of Contiguous Unincorporated Territory Known as the Heirloom Parkway Property Serial II Located in Douglas County*

- D. *ORDINANCE NO. 2.257 - First Reading*
A Bill for an Ordinance Approving and Accomplishing the Annexation of Contiguous Unincorporated Territory Known as the Village Center Drive Located in Douglas County
- Applicant: Town of Parker
Location: Generally Located South of Lincoln Avenue and East of Jordan Road
Department: Community Development, Carolyn Parkinson
Engineering, Chris Hudson
TRAKiT No.: ANX17-006
Second Reading: March 19, 2018
- E. *ORDINANCE NO. 9.262.1 - First Reading*
A Bill for an Ordinance Approving the Agreement Regarding Design and Construction of Drainage and Flood Control Improvements for Newlin Gulch Downstream of Heirloom Parkway By and Between Urban Drainage and Flood Control District and the Town of Parker (Agreement No. 16-11.23A Project No. 106484)
- Department: Engineering/Public Works, Jacob James
Second Reading: March 19, 2018
- F. *ORDINANCE NO. 1.507.1 - First Reading*
A Bill for an Ordinance to Adopt the 2018 Revised Budget for the Town of Parker and to Make Appropriations for the Same
- Department: Finance, Mary Lou Brown
Finance, Rhonda Willey
Second Reading: March 19, 2018
- G. *ORDINANCE NO. 1.509 - First Reading*
A Bill for an Ordinance Conveying Certain Real Property by Easement to Parker Water and Sanitation District for Salisbury Equestrian Park Minor Development
- Department: Engineering/Public Works, Alex Mestdagh
TRAKiT No.: SP17-107
Second Reading: March 19, 2017
- H. *ORDINANCE NO. 1.510 - First Reading*
A Bill for an Ordinance Conveying Certain Real Property by Easement to Parker Water and Sanitation District for Tract T, Reata North Filing No. 1
- Department: Engineering/Public Works, Alex Mestdagh
Second Reading: March 19, 2018

I. *RESOLUTION NO. 18-021*

A Resolution Finding Substantial Compliance of the Grasslands/Prairie Trail Property's Annexation Petition with C.R.S. § 31-12-107 and Setting a Public Hearing on April 16, 2018, for the Purpose of Considering Said Annexation

*Department: Community Development, Paul Workman
Community Development, Stacey Nerger*

TRAKiT No.: ANX18-001

J. *RESOLUTION NO. 18-028*

A Resolution for Town Council Appointment of Mayor Pro Tem and Acting Mayor, and Appointment of Liaison Officers to Certain Boards and Commissions of the Town of Parker

Department: Town Attorney, Jim Maloney

K. *CONTRACTS ABOVE \$100,000*

1. *Parker Road Sidewalk (East Side) Project (CIP 17-024)*

Amount: \$698,117.10

Contractor: Jalisco International, Inc.

Department: Engineering, Tom Gill

2. *Jordan Road – Bradbury Parkway to Hess Road (CIP 17-005) - Contract Modification*

Amount: \$159,059.45

Contractor: HEI Civil

Department: Engineering, Tom Gill

Amy Holland moved to approve Consent Agenda Items 7A through 7K.

Joshua Rivero seconded the motion.

The motion was approved unanimously.

PUBLIC HEARINGS**SERVICE PLANS FOR BELFORD SOUTH AND BELFORD NORTH
METROPOLITAN DISTRICTS (to be continued to March 19, 2018)**

Department: Town Attorney, Jim Maloney

(A) RESOLUTION NO. 18-030

**A Resolution to Approve the First Amended and Restated Service Plan for
Belford South Metropolitan District**

(B) RESOLUTION NO. 18-031

**A Resolution to Approve the Formation of a Title 32 Special District for Belford
North Metropolitan District**

The applicant requested a continuance to March 19, 2018 Town Council Meeting.

Renee Williams moved to continue the Public Hearing for Resolution Nos. 18-030 and 18-031 to March 19, 2018.

Debbie Lewis seconded the motion.

The motion was approved unanimously.

ORDINANCES

ORDINANCE NO. 8.28.5 - Second Reading

**A Bill for an Ordinance to Amend Chapter 4.03 of the Parker Municipal Code
Regarding Sales and Use Tax Concerning Television and Entertainment Services**

Department: Finance, Mary Lou Brown

7:38 PM

From time to time as part of administering a local sales and use tax code, minor modifications are required to ensure the intended result. Staff has determined, following careful review that none of the changes proposed by this ordinance constitute a change in tax policy requiring voter approval under TABOR and that all of the proposed changes are revenue neutral. The change will be to amend Section 4.03.030 of the Parker Municipal Code by deleting the definition of "television and entertainment services" and delete Section 4.03.190 subsection (a)(7) of the Parker Municipal Code with subsequent subsections being renumbered as appropriate.

Public Comment: None

John Diak moved to approve Ordinance No. 8.25.5 on second reading.

Amy Holland seconded the motion.

The motion was approved unanimously.

The Regular Town Council meeting was adjourned at 7:38 p.m.

Carol Baumgartner, Town Clerk

Mike Waid, Mayor



Request for Town Council Action

Date: March 19, 2018

Submitted By: Jim Maloney, Town Attorney

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 5.79 - First Reading**
A Bill for an Ordinance to Amend Section 5.02.660 of the
Parker Municipal Code Concerning Public Notice of Liquor
License Applications

Department: Town Attorney, Jim Maloney
Second Reading: April 2, 2018

EXECUTIVE SUMMARY

State law and the Parker Municipal Code (the “Town Code”) currently require the applicant for a new liquor license to post one sign for the public hearing to be held for the new license before the Special Licensing Authority (the “Authority”). The Authority is recommending a change to the Town Code to require the posting of a public hearing notice sign at each entrance into the liquor establishment.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

State law and the Town Code require the posting of one public hearing notice sign “in one conspicuous place on the premises” not less than ten (10) days prior to the public hearing or the application for a new liquor license. The Authority recently considered a new liquor license for the Kings Soopers in Cottonwood, which has multiple entrances. King Soopers only posted one public notice sign. The Authority is concerned about the adequacy of one public notice sign and is recommending a change to the Town Code that would require a public notice sign at each public entrance.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)

Promote a Safe and Healthy Community

ATTACHMENTS

1. Ordinance No. 5.79

RECOMMENDED MOTION

I move to approve Ordinance No. 5.79 on first reading and to schedule second reading for April 2, 2017, as part of the consent agenda.

ORDINANCE NO. 5.79, Series of 2018

TITLE: A BILL FOR AN ORDINANCE TO AMEND SECTION 5.02.660 OF THE PARKER MUNICIPAL CODE CONCERNING PUBLIC NOTICE OF LIQUOR LICENSE APPLICATIONS

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

Section 1. Section 5.02.660 of the Parker Municipal Code is amended by the addition of a new subsection (4) to read as follows:

5.02.660 Public notice.

The applicant for a liquor license shall cause to be posted and published a public notice of hearing thereon:

(1) The sign used for posting such notice shall be of cardboard material, not less than twenty-two (22) inches wide and twenty-six (26) inches high, composed of letters not less than one (1) inch in height and stating the type of license applied for, the date of the application, the date of hearing, the name and address of the applicant, and such other information as may be required to fully apprise the public of the nature of the application. If the applicant is a corporation, association or other organization, the sign shall contain the names and addresses of the president, vice president, secretary and manager or other managing officers.

(2) The published notice shall contain the same information as that required for signs, and shall be composed of eight-point boldface type set so as to be not less than one (1) column in width nor less than six (6) inches in length.

(3) Where the building in which the liquor is to be sold is in existence at the time of the application for the license therefor, the sign shall be placed on the premises so as to be conspicuous and plainly visible to the general public from the exterior of the building. If the building is not in existence at the time of such application, the sign shall be posted upon the premises upon which the building is to be constructed in such manner that it shall be conspicuous and plainly visible to the general public.

(4) Where the building in which the liquor is to be sold is in existence and has more than one (1) public entrance at the time of application for the license therefor, multiple signs shall be placed on the premises such that at least one (1) sign is conspicuous and plainly visible to the general public at each public entrance to the building.

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 _____, 2018.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2018.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney



Request for Town Council Action

Date: March 19, 2018

Submitted By: Paul Workman, Senior Planner
John Fussa, Community Development Director

Reviewed By: Michelle Kivela, Town Administrator

Title: **MEADOWLARK - Annexation and Zoning**

Applicant: Henry Design Group for Meritage Homes

Location: The northeast corner of Crowfoot Valley Road and Richlawn Parkway

Department: Community Development, Ryan McGee

TRAKiT No.: ANX16-004 & Z16-020

Second Reading: April 2, 2018

- (1) **ORDINANCE NO. 2.258 - First Reading**
A Bill for an Ordinance Approving and Accomplishing the Annexation of Contiguous Unincorporated Territory Known as the Meadowlark Property in Douglas County
- (2) **ORDINANCE NO. 3.325 - First Reading**
A Bill for an Ordinance Zoning Certain Property Within the Town of Parker, Colorado, Known as the Meadowlark Property to PD-Planned Development District Pursuant to the Town of Parker Land Development Ordinance and Amending the Zoning Ordinance and Map to Conform Therewith

EXECUTIVE SUMMARY

The applicant, Henry Design Group on behalf of Meritage Homes, is proposing to annex and zone a 90-acre undeveloped property into the Town of Parker. The subject property is generally located at the northeast corner of Crowfoot Valley Road and Richlawn Parkway adjacent to

Lemon Gulch. The property is located within the Town's Urban Growth Area and the request to annex is consistent with the Parker 2035 Master Plan. Meritage Homes plans to zone the property for medium density single-family homes with associated parks, trails and open space consistent with the Master Plan.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Meritage Homes plans to develop the subject property with 267 detached single-family homes on lots ranging from 5,000 to 6,600 square feet in total area if the proposed annexation and zoning is approved. The proposal will incorporate four parks (6.5 acres), open space (18.2 acres), trails, improvements to Crowfoot Valley Road and stormwater improvements to Lemon Gulch.

The primary access to the proposed residential development would be from Crowfoot Valley Road with secondary access from Richlawn Drive. Pedestrian access would be provided by new sidewalks along Crowfoot Valley Road, sidewalks interior to the site and a major trail along Lemon Gulch.

Planning Commission will hold a public hearing and make a recommendation to Town Council on March 22, 2018.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)

Develop a Visionary Community Through Balanced Growth

ATTACHMENTS

1. Vicinity Map
2. Annexation Plat
3. Ordinance 2.258
4. Ordinance 3.325
5. PD Document

RECOMMENDED MOTION

I move to approve Ordinance No. 2.258 on first reading and to schedule second reading for April 2, 2018, as part of the consent agenda.

I move to approve Ordinance No. 3.325 on first reading and to schedule second reading for April 2, 2018, as part of the consent agenda.

Vicinity Map



MEADOWLARK
ANNEXATION PLAT
LOCATED IN PORTIONS OF SECTION 3 & 4,
TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
COUNTY OF DOUGLAS, STATE OF COLORADO
SHEET 1 OF 2

LEGAL DESCRIPTION:

A TRACT OF LAND SITUATED IN THE NORTHWEST 1/4 OF SECTION 3, AND IN THE EAST 1/2 OF SECTION 4, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION 4 AND CONSIDERING THE SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 4 TO BEAR SOUTH 89°52'13" WEST WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE SOUTH 00°06'43" EAST ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 4 A DISTANCE OF 619.70 FEET TO THE NORTHEAST CORNER OF RICHLAWN HILLS ACCORDING TO THE PLAT RECORDED ON JANUARY 12, 1971 AT RECEPTION NO. 140291 OF THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER;

THENCE ALONG THE NORTHERLY BOUNDARY OF RICHLAWN HILLS THE FOLLOWING TWELVE (12) COURSES:

- 1) SOUTH 89°55'34" WEST A DISTANCE OF 708.72 FEET;
- 2) SOUTH 00°04'26" EAST A DISTANCE OF 491.58 FEET TO A POINT OF CURVATURE;
- 3) ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 28°58'50", A RADIUS OF 470.00 FEET, AN ARC LENGTH OF 237.73 FEET AND A CHORD THAT BEARS SOUTH 60°42'51" WEST A DISTANCE OF 235.20 FEET;
- 4) SOUTH 75°12'17" WEST A DISTANCE OF 107.39 FEET TO A POINT OF CURVATURE;
- 5) ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 55°56'50", A RADIUS OF 270.00 FEET, AN ARC LENGTH OF 263.65 FEET AND A CHORD THAT BEARS NORTH 76°49'26" WEST A DISTANCE OF 253.30 FEET;
- 6) NORTH 48°50'53" WEST A DISTANCE OF 52.07 FEET TO A POINT OF CURVATURE;
- 7) ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 30°23'23", A RADIUS OF 240.00 FEET, AN ARC LENGTH OF 127.30 FEET AND A CHORD THAT BEARS NORTH 64°02'35" WEST A DISTANCE OF 125.81 FEET;
- 8) NORTH 79°14'16" WEST A DISTANCE OF 509.97 FEET TO A POINT OF CURVATURE;
- 9) ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 11°49'21", A RADIUS OF 290.00 FEET, AN ARC LENGTH OF 59.84 FEET AND A CHORD THAT BEARS NORTH 85°08'58" WEST A DISTANCE OF 59.73 FEET;
- 10) SOUTH 88°58'23" WEST A DISTANCE OF 151.71 FEET TO A POINT OF CURVATURE;
- 11) ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 34°02'35", A RADIUS OF 460.00 FEET, AN ARC LENGTH OF 273.32 FEET AND A CHORD THAT BEARS NORTH 74°02'20" WEST A DISTANCE OF 269.31 FEET;
- 12) NORTH 57°01'02" WEST A DISTANCE OF 2.35 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF CROWFOOT VALLEY ROAD AND THE TOWN OF PARKER TOWN LIMITS ACCORDING TO THE HESS RANCH ANNEXATION PLAT RECORDED AT RECEPTION NO. 2003146584 OF THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF CROWFOOT VALLEY ROAD AND SAID TOWN OF PARKER TOWN LIMITS THE FOLLOWING TEN (10) COURSES:

- 1) ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 04°25'42", A RADIUS OF 3,880.00 FEET, AN ARC LENGTH OF 299.87 FEET AND A CHORD THAT BEARS NORTH 34°28'16" EAST A DISTANCE OF 299.80 FEET;
- 2) NORTH 28°48'02" EAST A DISTANCE OF 253.75 FEET TO A POINT OF CURVATURE;
- 3) ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 02°34'34", A RADIUS OF 3,873.00 FEET, AN ARC LENGTH OF 174.14 FEET AND A CHORD THAT BEARS NORTH 27°13'04" EAST A DISTANCE OF 174.12 FEET;
- 4) NORTH 25°55'47" EAST A DISTANCE OF 381.28 FEET;
- 5) NORTH 33°00'44" EAST A DISTANCE OF 11.59 FEET;
- 6) NORTH 25°11'12" EAST A DISTANCE OF 309.66 FEET;
- 7) NORTH 25°55'46" EAST A DISTANCE OF 55.92 FEET;
- 8) SOUTH 64°04'14" EAST A DISTANCE OF 5.00 FEET;
- 9) NORTH 25°55'47" EAST A DISTANCE OF 403.02 FEET TO A POINT OF CURVATURE;
- 3) ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 04°12'19", A RADIUS OF 900.00 FEET, AN ARC LENGTH OF 66.05 FEET AND A CHORD THAT BEARS NORTH 28°01'59" EAST A DISTANCE OF 66.04 FEET TO A POINT ON THE BOUNDARY OF THAT PROPERTY DESCRIBED IN BOOK 819 AT PAGE 717 AND BOOK 819 AT PAGE 719 OF THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER;

THENCE ALONG THE BOUNDARY OF SAID PROPERTY THE FOLLOWING THREE (3) COURSES:

- 1) SOUTH 50°36'41" EAST A DISTANCE OF 490.97 FEET;
- 2) NORTH 39°23'19" EAST A DISTANCE OF 345.29 FEET;
- 3) NORTH 50°36'41" WEST A DISTANCE OF 87.46 FEET TO A POINT ON THE BOUNDARY OF THAT PROPERTY DESCRIBED IN BOOK 638 AT PAGE 869 OF THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER;

THENCE ALONG THE BOUNDARY OF SAID PROPERTY THE FOLLOWING TWO (2) COURSES:

- 1) NORTH 73°12'48" EAST A DISTANCE OF 913.61 FEET;
- 2) NORTH 83°28'25" EAST A DISTANCE OF 460.79 FEET TO THE SOUTHWEST CORNER OF THAT PROPERTY DESCRIBED AT RECEPTION NO. 2004124024 OF THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER;

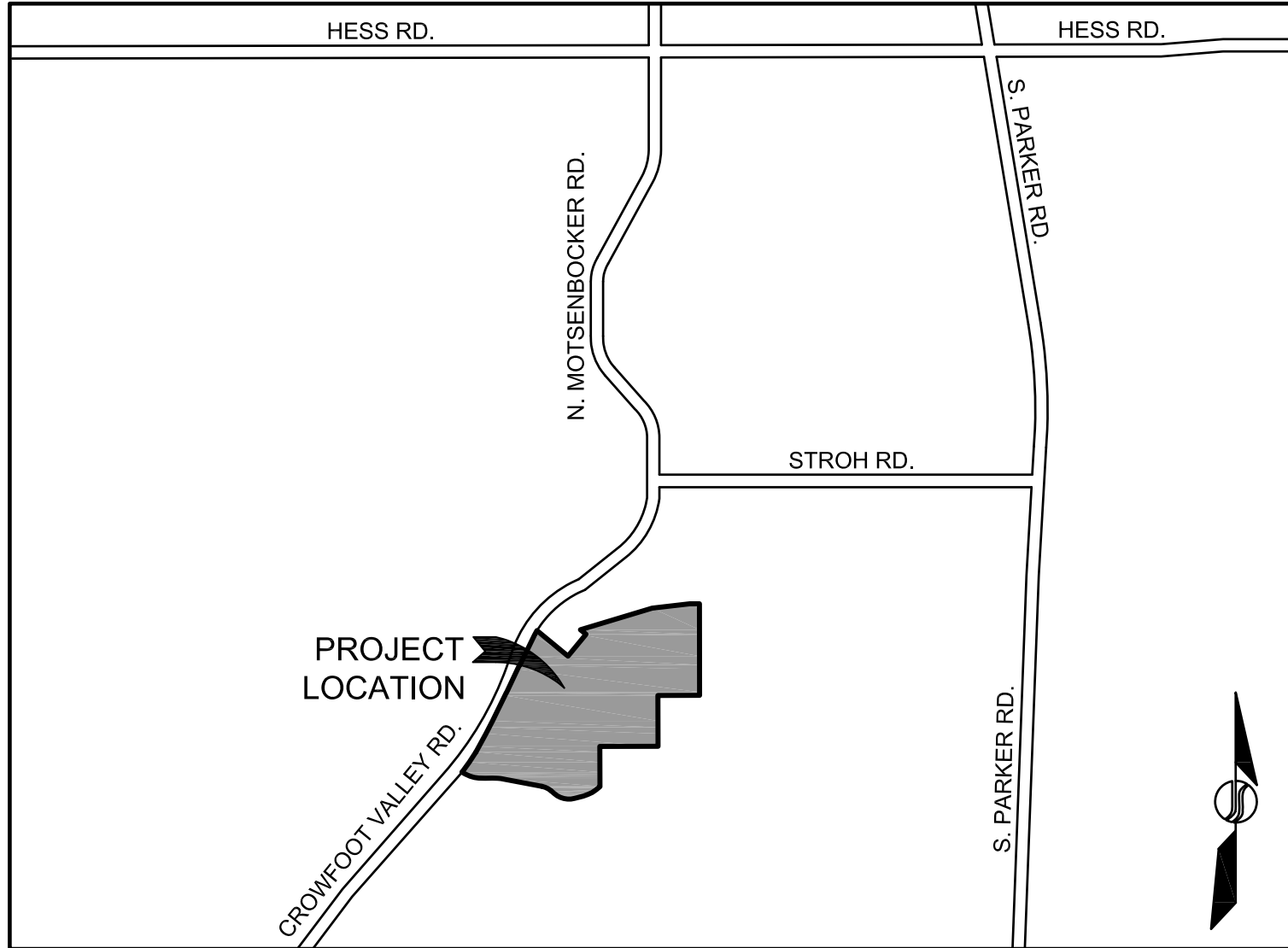
THENCE NORTH 89°37'08" EAST ALONG THE SOUTHERLY BOUNDARY OF SAID PROPERTY A DISTANCE OF 118.41 FEET TO THE NORTHWEST CORNER OF THAT PROPERTY DESCRIBED AT RECEPTION NO. 2003143247 OF THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER;

THENCE SOUTH 00°03'58" EAST ALONG THE WESTERLY BOUNDARY OF SAID PROPERTY A DISTANCE OF 1,117.73 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 3;

THENCE SOUTH 89°50'53" WEST ALONG SAID SECTION LINE A DISTANCE OF 507.86 FEET TO THE

POINT OF BEGINNING.

SAID PARCEL CONTAINS 3,958,306 SQUARE FEET, OR 90.87 ACRES, MORE OR LESS



VICINITY PLAT

SCALE 1"=2000'

NOTES:

1. **NOTICE:** ACCORDING TO COLORADO LAW YOU **MUST** COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
2. ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY, COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, C.R.S.
3. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY JANSEN STRAWN CONSULTING ENGINEERS, INC. TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS-OF-WAY, AND TITLE OF RECORD, JANSEN STRAWN CONSULTING ENGINEERS, INC. RELIED UPON FIRST AMERICAN TITLE INSURANCE COMPANY TITLE COMMITMENT NO. NCS-723576-CO, EFFECTIVE DATE JUNE 4, 2015 AT 5:00 P.M.
4. THIS ANNEXATION PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS OR ENTITY NAMED IN THE CERTIFICATE HEREON. SAID CERTIFICATE DOES NOT EXTEND TO ANY UNNAMED PERSON WITHOUT AN EXPRESS RECERTIFICATION BY THE SURVEYOR NAMING SAID PERSON.
5. BASIS OF BEARINGS: BEARINGS ARE BASED ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, ASSUMED TO BEAR SOUTH 89°52'13" WEST, AND IS MONUMENTED AS SHOWN HEREON.
6. THE LINEAL UNIT USED IN THE PREPARATION OF THIS ANNEXATION PLAT IS THE UNITED STATES SURVEY FOOT AS DEFINED BY THE U.S. NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION'S NATIONAL GEODETIC SURVEY.

CONTIGUOUS SUMMARY TABLE

TOTAL PERIMETER:	9,607.72 FEET
CONTIGUOUS PERIMETER TO PRESENT PARKER TOWN LIMITS: PERCENT CONTIGUOUS (STATE LAW REQUIRES A MINIMUM 1/6 (16.66%) CONTIGUITY WITH EXISTING TOWN BOUNDARY):	1,960.28 FEET 20.40%
1/6 PERIMETER:	1,601.29 FEET
TOTAL AREA ANNEXED	90.87 ACRES

OWNER CERTIFICATE

CHERRY CREEK PROJECT WATER AUTHORITY

BY: _____
TITLE: _____
ATTEST:

SECRETARY
SUBSCRIBED AND SWORN TO BEFORE ME THIS ____ DAY OF _____, 20____ A.D.,
BY _____ (NAME PRINTED)

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

SHEET INDEX

1	COVER SHEET
2	ANNEXATION PLAT

SURVEYOR'S CERTIFICATION

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

THOMAS D. STAAB, PLS
COLORADO PLS NO. 25965
FOR AND ON BEHALF OF
JANSEN STRAWN CONSULTING ENGINEERS, INC.

TOWN COUNCIL CERTIFICATE

THIS PLAT WAS APPROVED BY THE TOWN COUNCIL AND/OR, WHERE APPLICABLE, THE PLANNING DIRECTOR AND PUBLIC WORKS DIRECTOR OF THE TOWN OF PARKER, COLORADO, ON THE ____ DAY OF _____, 20____, FOR FILING. THE DEDICATIONS ARE HEREBY ACCEPTED.

ALL EXPENSES INCURRED WITH RESPECT TO IMPROVEMENTS FOR ALL UTILITY SERVICES, PAVING, GRADING, CURBS, GUTTER, SIDEWALKS, ROAD LIGHTING, ROAD SIGNS, FLOOD PROTECTION DEVICES, DRAINAGE STRUCTURES AND ALL OTHER IMPROVEMENTS THAT MAY BE REQUIRED SHALL BE THE RESPONSIBILITY OF THE SUBDIVIDER AND NOT THE TOWN OF PARKER. THE TOWN SHALL ONLY ACCEPT MAINTENANCE OF THE ROADWAY IMPROVEMENTS AFTER CONSTRUCTION HAS BEEN COMPLETED, AND AFTER THE WARRANTY PERIOD, IN ACCORDANCE WITH TOWN REGULATIONS.

THIS ACCEPTANCE DOES NOT GUARANTEE THAT THE SOIL CONDITIONS, SUBSURFACE GEOLOGY, GROUNDWATER CONDITIONS OR FLOODING CONDITIONS OF ANY LOT SHOWN HEREON ARE SUCH THAT A BUILDING PERMIT WILL BE ISSUED.

MAYOR, TOWN OF PARKER
ATTEST: _____
TOWN CLERK

CLERK AND RECORDER CERTIFICATE

STATE OF COLORADO)
COUNTY OF DOUGLAS) SS

I HEREBY CERTIFY THAT THIS PLAT WAS FILED IN MY OFFICE ON THIS ____ DAY OF 20____ A.D., AT ____ A.M./P.M., AND WAS RECORDED AT RECEPTION NUMBER _____.

COUNTY CLERK AND RECORDER

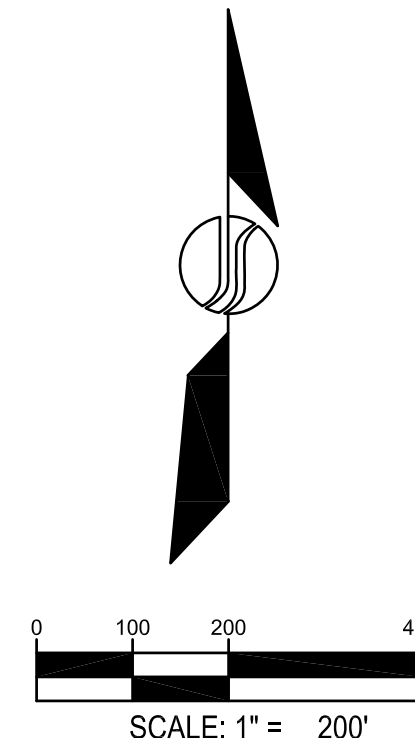
ENGINEER / SURVEYOR



JANSEN STRAWN
CONSULTING ENGINEERS
45 WEST 2ND AVENUE
DENVER, CO 80223
P.303.561.3333
F.303.561.3339

MEADOWLARK ANNEXATION PLAT			
Scale: N/A			
Date: DECEMBER 1, 2015			
Job No.: 15030			
Sheet	1	of	2
No.	Revisions	Date	By
Designed By: IH		Checked By: TS	

LOCATED IN PORTIONS OF SECTION 3 & 4,
TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
COUNTY OF DOUGLAS, STATE OF COLORADO
SHEET 2 OF 2



JANSEN STRAWN
CONSULTING ENGINEERS

45 WEST 2ND AVENUE
DENVER, CO 80223
P.303.561.3333
F.303.561.3339

No.	Revisions	Date	By
Designed By: IH		Checked By: TS	

ORDINANCE NO. 2.258, Series of 2018

TITLE: A BILL FOR AN ORDINANCE APPROVING AND ACCOMPLISHING THE ANNEXATION OF CONTIGUOUS UNINCORPORATED TERRITORY KNOWN AS THE MEADOWLARK PROPERTY IN DOUGLAS COUNTY

WHEREAS, pursuant to the laws of the State of Colorado, there was presented to and filed with the Town Council of the Town of Parker, Colorado, written petition(s) for annexation to and by the Town of Parker, Colorado, of that property described in attached **Exhibit A** (the “Property”), being contiguous unincorporated territory situated, lying, and being in the County of Douglas, State of Colorado;

WHEREAS, the Town Council of the Town of Parker, Colorado has conducted a public hearing, as required by law, to determine the eligibility for annexation of the Property; and

WHEREAS, the Town Council of the Town of Parker, Colorado, has satisfied itself concerning the eligibility for annexation of the Property, and concerning the conformance of the proposed annexation to the applicable law and the annexation policy of the Town of Parker, Colorado.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF PARKER, COLORADO, THAT:

Section 1. The annexation by and to the Town of Parker, State of Colorado, of the Property, situated, lying, and being in the County of Douglas, State of Colorado, meets all requirements of law and the annexation policy of the Town of Parker, and therefore, the said annexation is hereby approved.

Section 2. More than fifty percent (50%) of the owner(s) of more than fifty percent (50%) of the Property have petitioned for annexation.

Section 3. Rezoning of the Property shall be completed simultaneously with the annexation of the Property, pursuant to Section 15.9 of the Home Rule Charter for the Town of Parker (the “Charter”).

Section 4. Upon the effective date of this Annexation Ordinance, the Property shall become subject to the Municipal Laws of the State of Colorado pertaining to cities and to the Charter, ordinances, resolutions, rules and regulations of the Town of Parker, except general taxation, which shall be effective on and after January 1 of the next succeeding year following the passage of this Annexation Ordinance.

Section 5. The Town Council hereby approves the Annexation Agreement that is attached hereto as **Exhibit B**, and incorporated by this reference, and authorizes the execution of the Annexation Agreement by the Mayor and Town Clerk.

Section 6. Considering all of the foregoing, and based on the conviction that annexation of the Property to the Town of Parker will serve the best interests of the Town of Parker and the owner(s) of the Property, the Property is hereby annexed to the Town of Parker, Colorado.

Section 7. The Town Clerk shall file for recording one certified copy of the Annexation Ordinance and one copy of the Annexation Map for the Property with the Clerk and Recorder of the County of Douglas, State of Colorado.

Section 8. The Annexation Map showing the boundaries of the newly annexed territory, as above described, shall be kept on file in the office of the Douglas County Clerk and Recorder.

Section 9. The Town Clerk shall file two certified copies of the Annexation Ordinance and two certified copies of the Annexation Map for the Property with the Clerk and Recorder of the County of Douglas, State of Colorado, for such Clerk and Recorder's filing with the Division of Local Governments of the Department of Local Affairs and the Department of Revenue.

Section 10. 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 11. This Annexation Ordinance shall become effective ten (10) days after the publication date of this Annexation Ordinance, except for the purpose of general taxation, and for such purposes it shall become effective on January 1st of the next succeeding year following passage of this Annexation Ordinance.

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2018.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2018.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

ORDINANCE NO. 3.325, Series of 2018

TITLE: A BILL FOR AN ORDINANCE ZONING CERTAIN PROPERTY WITHIN THE TOWN OF PARKER, COLORADO, KNOWN AS THE MEADOWLARK PROPERTY TO PD-PLANNED DEVELOPMENT DISTRICT PURSUANT TO THE TOWN OF PARKER LAND DEVELOPMENT ORDINANCE AND AMENDING THE ZONING ORDINANCE AND MAP TO CONFORM THEREWITH

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF PARKER, COLORADO, THAT:

Section 1. Finding of Fact.

a. Application has been made for rezoning certain property described in attached **Exhibit A**, within the Town of Parker, Colorado (the "Property"), as PD-Planned Development District, pursuant to the Town of Parker Land Development Ordinance.

b. Public notice has been given 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.

d. The requirements contained in Section 13.04.240(f) of the Parker Land Development Ordinance are satisfied for rezoning the Property to PD-Planned Development District, as described in the Parker Land Development Ordinance.

Section 2. The Property is hereby zoned PD-Planned Development District as provided in the Meadowlark Development Plan and Guide, which is attached hereto as **Exhibit B** and incorporated by this reference. The uses permitted for the Property are specifically described in the attached Development Guide and Plan.

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 upon the later to occur of: (i) the date that is ten (10) days after final publication; or (ii) the date the Annexation Ordinance for the Property goes into effect, whichever occurs last.

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2018.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2018.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

Meadowlark

Parker, Colorado

Meadowlark Planned Development Guide

March 8, 2018

Meadowlark

Planned Development Guide

March 8, 2018

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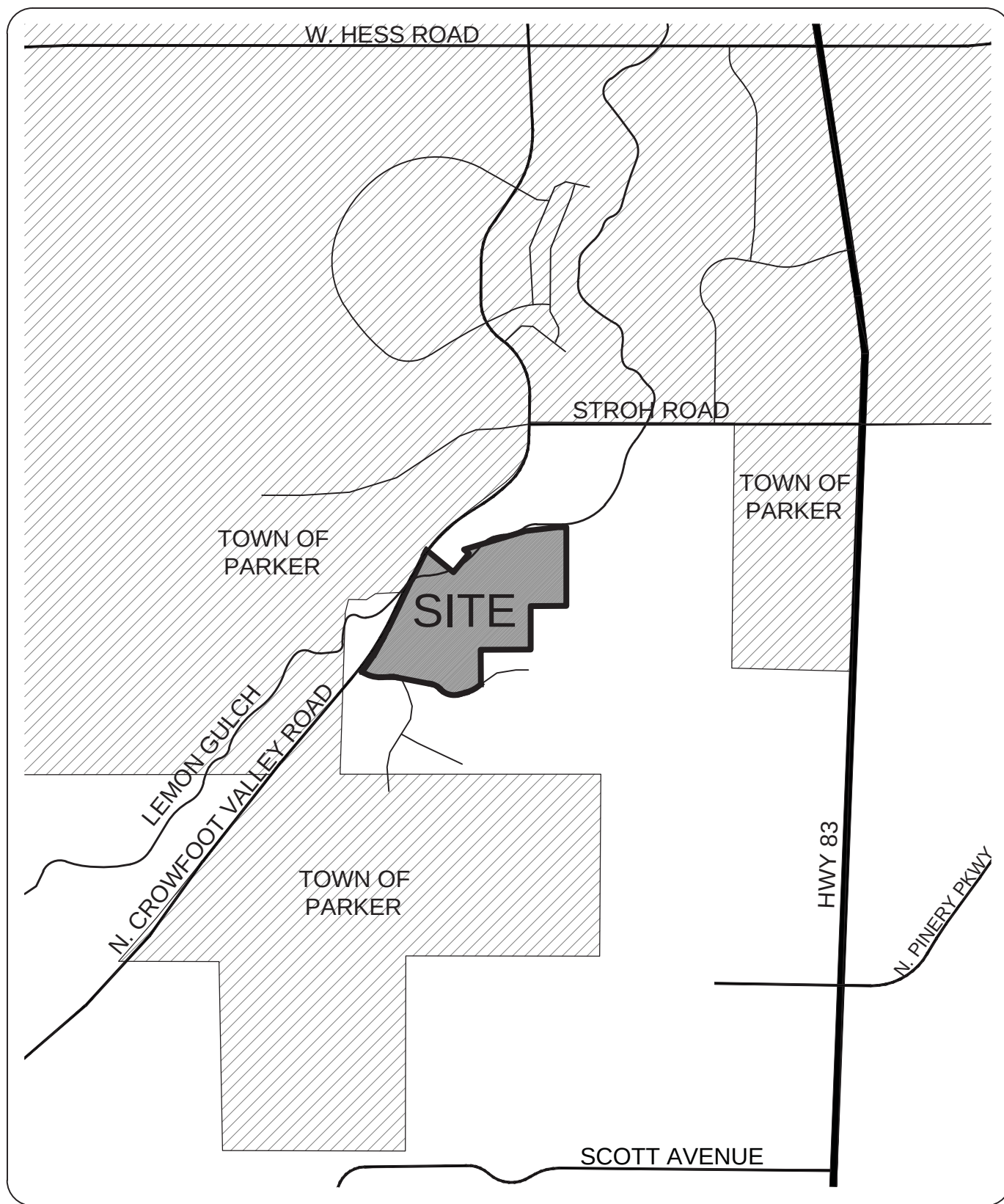
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EXHIBIT B – MEADOWLARK DEVELOPMENT PLAN



VICINITY MAP

SCALE: 1" = 2,000'



EXHIBIT A

MEADOWLARK

Planned Development Guide

Revised March 8, 2018

January 16, 2018

November 17, 2017

October 13, 2017

August 25, 2016

PLANNED DEVELOPMENT GUIDE

A. Statement of Purpose

The purpose of the Meadowlark Development Plan and this Development Guide is to establish standards for the development and improvement of the property subject hereto. The standards contained in this Development Guide are intended to carry out the goals of this planned community.

B. Application

These standards shall apply to all property encumbered by the Development Plan and this Development Guide. These zoning regulations and requirements shall become the governing standards for review, approval and modification of all uses occurring on the site.

Provisions of this Development Guide shall prevail and govern the use of the site. The zoning codes and regulations for the Town of Parker shall apply where the provisions of this guide do not address a specific subject or where there is a conflict, in which case the Parker Municipal Code prevails.

AUTHORITY

A. Authority

The authority for this Development Guide is Section 13.04.150 of the Parker Municipal Code, as amended.

B. Adoption

Adoption of this Development Guide shall be governed by the PD-Planned Development section 13.04.150 of the Parker Municipal Code, as amended.

C. Enforcement

The provisions of the Development Guide relating to the use of land shall run in favor of the Town of Parker and shall be enforceable, at law or in equity, by the Town of Parker.

D. Additions

The addition of land to this Planned Development shall be considered a zoning amendment and shall be subject to the procedures and requirements for zoning amendments as contained in the Parker Land Development Ordinance as contained in the Parker Municipal Code.

CONTROL PROVISIONS

A. Control Over Use

After adoption of this Development Guide by Town Council:

1. Any new building or other structure, and any parcel of land may be used as provided for in this Development Guide; and
2. The use of any existing building, other structure, or parcel of land may be changed or expanded to the extent provided by the Parker Municipal Code, as amended.

B. Control Over Location and Bulk

After adoption of this Development Guide by the Town Council, the location and bulk of all buildings and other structures built after the effective date of this Development Guide shall be in conformance with:

1. All applicable standards contained within the Development Plan and this Development Guide; and
2. Any other applicable standards of the Parker Municipal Code, as amended.

C. Incorporation of the Development Plan

The plan for development of the subject property, including the type, location and boundaries of land use areas as shown on the Meadowlark Development Plan, is attached as Exhibit A and is hereby incorporated by reference into this Development Guide.

GENERAL PROVISIONS

A. Purpose

The purpose of this section is to establish general provisions and clarify standards and requirements for development of the subject lands.

B. Planning Area Boundaries

The boundaries and acreage of all Planning Areas within this Planned Development are shown on the Development Plan. Where a Planning Area abuts an internal local street or drive, the boundary shall be the centerline of the street. Where a Planning Area abuts an arterial or collector street the boundary shall be the right-of-way line of that street as indicated on the Development Plan. Where a Planning Area abuts another Planning Area, the boundary shall be the centerline of the abutting boundaries as shown on the Development Plan.

1. The size of the Planning Area may increase or decrease a maximum of 10% from what is shown on the Development Plan.
2. No amendment to this Development Guide shall be required for modifications to Planning Area boundaries which results in changes to those areas amounting to less than 10% of the area of each such Planning Area. However, the developer shall keep and submit accurate records of such boundary revisions and shall inform the Town of the same, as required by the Community Development Director if the modification is determined to be minor.
3. Any modifications to a Planning Area that increases or decreases such Planning Area by more than 10% of its size as shown on the Development Plan shall be processed as a zoning amendment in accordance with the Parker Municipal Code, as amended.
4. The final boundary of any Planning Area shall be established upon approval of final plat(s) for such area.

C. Utility Connections

Approval for connection to Parker Water and Sanitation District facilities or other appropriate utility systems shall be required for each principal building and notice of such approval shall be provided to the Town Building Inspector.

D. Agricultural Uses

Agricultural activities, and all accessory structures and uses which are customarily incidental or appropriate to farming and ranching shall be permitted within the subject property, prior to, but not during, the development of the project, subject to the Parker Municipal Code, as amended.

E. Definitions

All definitions default to the Parker Land Development Ordinance, as amended.

DEVELOPMENT STANDARDS

SECTION 1. SINGLE FAMILY DETACHED RESIDENTIAL – PLANNING AREA (PA-1)

Sec. 1-10. Intent

The single family detached neighborhood will include residential lots and accessory uses, parks, open spaces and trail corridors which will connect the residences to the site's amenities.

Sec. 1-20. Uses Permitted by Right

1. Detached single family dwellings
2. Public and private open space, parks, and recreational uses
3. Community building/clubhouse including private indoor and outdoor recreation facilities
- 4.. Public facilities including Public Water Facilities and other public facilities that meet the intent of this district as determined by the Community Development Director
5. Drainage facilities and detention/water quality ponds, subject to the requirements established within of the Parker Municipal Code, as amended; (may not be included in the required 20% open space calculations unless the design of the pond is in accordance with the Parker Municipal Code.)

Sec. 1-30. Development Standards

1. Maximum Gross Density: 3.5 Dwelling units per acre
2. Minimum lot area: 5,000 square feet
3. Maximum Building height: 35 feet
4. Minimum lot width:
 - a. Straight street frontage: 50 feet (measured at ROW line)
 - b. At a cul-de-sac or knuckle street frontage: 40 feet measured at building setback for garage door)
 - c. Curved street frontage: 50 feet (measured at building setback for garage door), but not less than 45 feet at the ROW line.
5. Front Setback – Primary Structure (from local street right-of-way):
 - a. 20 feet minimum to face of garage door
 - b. 12 feet minimum to face of home when garage is side loaded, provided there is at least 20 feet from the back of sidewalk to the face of the garage door.
 - c. 10 feet to unenclosed, covered porch without living space above the porch

6. Side Setback - Primary and accessory structure: 5 feet minimum
7. Corner lot side setback (from local and collector street right-of-way):
 - a. 10 feet minimum to side of structure
 - b. 20 feet minimum to face of garage door if side entry
 - c. 5 feet minimum when adjacent to an open space tract paralleling the street, provided the open space tract is a minimum of five feet wide. If tract is less than 5 feet in width, the corner side setback shall be 10 feet minimum.
8. Rear Setback –Primary structure:
 - a. 15 feet minimum:
 - i. internal lots
 - ii. lots adjacent to an open space buffer, open space, park, trail or detention facility
 - iii. lots along the eastern perimeter of the parcel
 - iv. lots adjacent to open space and landscape buffers along the internal residential collector street and E. Richlawn Drive
 - v. Lots adjacent to Lot 13 within the Richlawn Subdivision.
 - i. A 15- foot wide drainage tract and landscape buffer is provided along the rear lot line of the homes adjacent to Lot 13.
 - ii. The builder shall provide landscaping within the buffer equivalent to one tree every 30 feet. The trees may be clustered to provide the most effective screening
 - b. 20 feet minimum
Lots adjacent to the open space buffer along Crowfoot Valley Road
 - c. Accessory structure rear setback: 10 feet minimum
9. Encroachments of up to two (2) feet are allowed into required building setbacks for roof eaves/overhangs, brick ledges, bay/box windows, fireplaces/chimneys, entertainment centers. Encroachments into building setbacks up to 3.5 feet are allowed for window wells.
10. Special Setbacks/Buffers:

Residential lot lines adjacent to E. Richlawn Drive shall be setback a minimum of 50 feet from the ultimate right-of-way line of the street. The average setback for the lots backing on Crowfoot Valley Road shall be 60-65 feet with a minimum of 50 feet from the ultimate right-of-way line of the street.
11. Community building/clubhouse including private indoor and outdoor recreation

facilities:

- a. Setback from all property/tract lines: 20 feet minimum
- b. Maximum building height: 35 feet

12. Single Family Detached Residential Guidelines: All development shall meet the minimum design criteria established in the Parker Municipal Code, as amended.

SECTION 2. OPEN SPACE – PLANNING AREA 2 (PA-2)

Sec. 2-10. Description/Intent

1. Open spaces include separation buffers, steep slopes landscape buffers, floodplain and trail corridors. The intent is that all residences have easy access to the site recreational amenities and trail corridors.
2. The intent of the Open Space is to provide for areas intentionally left free from development that are regulated to manage and protect the natural environment. These areas generally left in their natural state provide passive recreational opportunities, provide environmental protection and educational, scientific or aesthetic benefits and may include trail corridors, greenways and undeveloped parks whereas not requiring significant infrastructure such as roads or utility services.

Sec. 2-20. Uses Permitted by Right

1. Trails;
2. Drainage facilities and detention/water quality ponds, subject to the requirements established within the Parker Municipal Code, as amended; (may not be included in the required 20% open space calculations unless the design of the pond is in accordance with the Parker Municipal Code);
3. Picnic area;
4. Informal recreation requiring limited infrastructure or utilities (i.e. frisbee golf, horseshoes, volley ball etc.); and
5. Outdoor nature center such as an unpaved path with informational signage, informal seating on rocks or logs, grove of trees and informal gathering place, shelters, outdoor classroom, and like items.

Sec. 2-30. Maximum Structure Height

The maximum height of any structure in the Open Space areas shall be 20 feet.

SECTION 3. NOTES

1. The developer has the right to build at a lower density in any Planning Area provided it is compatible with adjacent land uses. The finding of compatibility is determined at the time of Sketch Plan. This reduction shall be considered a minor change, enabling the developer to gain approval of the Subdivision without amending the Development Plan.
2. All roadways and access points shown on the Development Plan are conceptually located to provide access to the site and its environs. Final alignments, access and design will be determined at the time of Subdivision
3. Parks and open space provided on the Development Plan meet the requirements for Public Land dedication and Open Space dedication. These dedications do not need to be provided per filing based on acreage and number of dwelling units in each filing. However, these requirements shall be met by internal parks and open space owned and maintained by the HOA within the overall plan. Tracking of parks and open space included within each filing shall be provided with the Final Plat for each filing.

A TRACT OF LAND SITUATED IN THE NORTHWEST 1/4 OF SECTION 3, AND IN THE EAST 1/2 OF SECTION 4, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THENCE SOUTH 00°06'43" EAST ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 4 A DISTANCE OF 619.70 FEET TO THE NORTHEAST CORNER OF RICHLAWN HILLS ACCORDING TO THE PLAT RECORDED ON JANUARY 12, 1971 AT RECEPTION NO. 140291 OF THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER;

- 1) SOUTH 89°55'34" WEST A DISTANCE OF 708.72 FEET;
- 2) SOUTH 00°04'26" EAST A DISTANCE OF 491.58 FEET TO A POINT OF CURVATURE;
- 3) ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 28°58'50", A RADIUS OF 470.00 FEET, AN ARC LENGTH OF 237.73 FEET AND A CHORD THAT BEARS SOUTH 60°42'51" WEST A DISTANCE OF 235.20 FEET;
- 4) SOUTH 75°12'17" WEST A DISTANCE OF 107.39 FEET TO A POINT OF CURVATURE;
- 5) ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 55°56'50", A RADIUS OF 270.00 FEET, AN ARC LENGTH OF 263.65 FEET AND A CHORD THAT BEARS NORTH 76°49'26" WEST A DISTANCE OF 253.30 FEET;
- 6) NORTH 48°50'53" WEST A DISTANCE OF 52.07 FEET TO A POINT OF CURVATURE;
- 7) ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 30°23'23", A RADIUS OF 240.00 FEET, AN ARC LENGTH OF 127.30 FEET AND A CHORD THAT BEARS NORTH 64°02'35" WEST A DISTANCE OF 125.81 FEET;
- 8) NORTH 79°14'16" WEST A DISTANCE OF 509.97 FEET TO A POINT OF CURVATURE;
- 9) ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 11°49'21", A RADIUS OF 290.00 FEET, AN ARC LENGTH OF 59.84 FEET AND A CHORD THAT BEARS NORTH 85°08'56" WEST A DISTANCE OF 59.73 FEET;
- 10) SOUTH 88°56'23" WEST A DISTANCE OF 151.71 FEET TO A POINT OF CURVATURE;
- 11) ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 34°02'35", A RADIUS OF 460.00 FEET, AN ARC LENGTH OF 273.32 FEET AND A CHORD THAT BEARS NORTH 74°02'20" WEST A DISTANCE OF 269.31 FEET;
- 12) NORTH 57°01'02" WEST A DISTANCE OF 2.35 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF CROWFOOT VALLEY ROAD AND THE TOWN OF PARKER TOWN LIMITS ACCORDING TO THE HESS RANCH ANNEXATION PLAN RECORDED AT RECEPTION NO. 2003146584 OF THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER;

- 1) ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 04°25'42", A RADIUS OF 3,880.00 FEET, AN ARC LENGTH OF 299.87 FEET AND A CHORD THAT BEARS NORTH 34°28'16" EAST A DISTANCE OF 299.80 FEET;
- 2) NORTH 28°48'02" EAST A DISTANCE OF 253.75 FEET TO A POINT OF CURVATURE;
- 3) ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 02°34'34", A RADIUS OF 3,873.00 FEET, AN ARC LENGTH OF 174.14 FEET AND A CHORD THAT BEARS NORTH 27°13'04" EAST A DISTANCE OF 174.12 FEET;
- 4) NORTH 25°55'47" EAST A DISTANCE OF 381.28 FEET;
- 5) NORTH 33°00'44" EAST A DISTANCE OF 11.59 FEET;
- 6) NORTH 25°11'12" EAST A DISTANCE OF 309.66 FEET;
- 7) NORTH 25°55'46" EAST A DISTANCE OF 55.92 FEET;
- 8) SOUTH 64°04'14" EAST A DISTANCE OF 5.00 FEET;
- 9) NORTH 25°55'47" EAST A DISTANCE OF 403.02 FEET TO A POINT OF CURVATURE;
- 3) ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 04°12'19", A RADIUS OF 900.00 FEET, AN ARC LENGTH OF 66.05 FEET AND A CHORD THAT BEARS NORTH 28°01'59" EAST A DISTANCE OF 66.04 FEET TO A POINT ON THE BOUNDARY OF THAT PROPERTY DESCRIBED IN BOOK 819 AT PAGE 717 AND BOOK 819 AT PAGE 719 OF THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER;

- 1) SOUTH 50°36'41" EAST A DISTANCE OF 490.97 FEET;
- 2) NORTH 39°23'19" EAST A DISTANCE OF 345.29 FEET;
- 3) NORTH 50°36'41" WEST A DISTANCE OF 87.46 FEET TO A POINT ON THE BOUNDARY OF THAT PROPERTY DESCRIBED IN BOOK 638 AT PAGE 869 OF THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER;

1) NORTH 73°12'48" EAST A DISTANCE OF 913.61 FEET;
2) NORTH 83°28'25" EAST A DISTANCE OF 460.79 FEET TO THE SOUTHWEST CORNER OF THAT PROPERTY DESCRIBED AT RECEPTION NO. 2004124024 OF THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER;

SAID PARCEL CONTAINS 3,958,306 SQUARE FEET, OR 90.87 ACRES, MORE OR LESS

BEING A PART OF THE NORTHWEST 1/4 OF SECTION 3, & IN THE EAST 1/2 OF SECTION 4,
TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN,
COUNTY OF DOUGLAS, STATE OF COLORADO
90.87 ACRES 268 RESIDENTIAL LOTS



SCALE: 1" = 2,000'



I, we, the undersigned, being the owner of deeds of trust and holder of other interest in the Planned Development known as the (*project name*), do hereby indicate that this Development Plan represents the approved land use concept for the property described as follows: a parcel of land located in the Northwest 1/4 of Section 3, and in the East 1/2 of Section 4, Township 7 South, Range 66 West of the 6th Principal Meridian, Douglas County, Colorado.

By: _____

STATE OF COLORADO)
COUNTY OF DOUGLAS)ss

The foregoing instrument was acknowledged before me this _____ day of _____, _____.

Witness my hand and official seal.

Notary Public	My Commission Expires
---------------	-----------------------

This Development Plan was reviewed and recommended for approval by the Town of Parker Planning Commission following a public hearing held on _____, 20__.

Planning Director, on behalf of The Town of Parker Planning Commission

This Development Plan was approved by the Town Council of the Town of Parker on the ____ day of _____, 20____, for the property described as the Meadowlark. The zoning information shown hereon was confirmed with the adoption of Ordinance No. _____.

Mayor, Town of Parker

ATTEST: _____
Town Clerk

STATE OF COLORADO }
COUNTY OF DOUGLAS }ss

I hereby certify that this Development Plan was filed in my office on this _____ day of _____, 20____ A.D. at _____ o'clock, ____ M. and was recorded with reception number _____

Douglas County Clerk and Recorder

APPLICANT:
Meritage Homes
6892 S. Yosemite Court #1-201
Centennial, CO 80112
(720) 482-0202

ENGINEER:
Ware Malcomb
990 S. Broadway Suite 230
Denver, CO 80209
(303) 561-3333

DEVELOPMENT PLAN

SHEET: 1 of 2
DATE: 5-26-2016
REV: 8-25-2016
10-13-2017

PLANNER:
Henry Design Group, Inc.
1501 Wazee St. Suite 1-C
Denver, CO 80202
(303) 446-2368

Sheet Index:

Sheet 1 - Cover Sheet
Sheet 2 - Development Plan Exhibit

DEVELOPMENT PROGRAM

DEVELOPMENT PROGRAM					
AREA	Acres	Dwelling units	Density	Park Dedication	Open Space Dedication
Total Site Area	90.87	267	2.94 DU/Ac		
20% slopes FEMA 100 yr. floodplain	1.47				1.47*
	4.73				4.73*
Net Site Area	84.67		3.165 DU/Ac		

PARKS AND OPEN SPACE

Open space	18.27*			18.27
Parks	6.45		6.45	

*Includes 20% slopes and FEMA 100 Year Floodplain
Does not include 2.0 acres of 100 year flood elevation in detention ponds

PARKS & OPEN SPACE

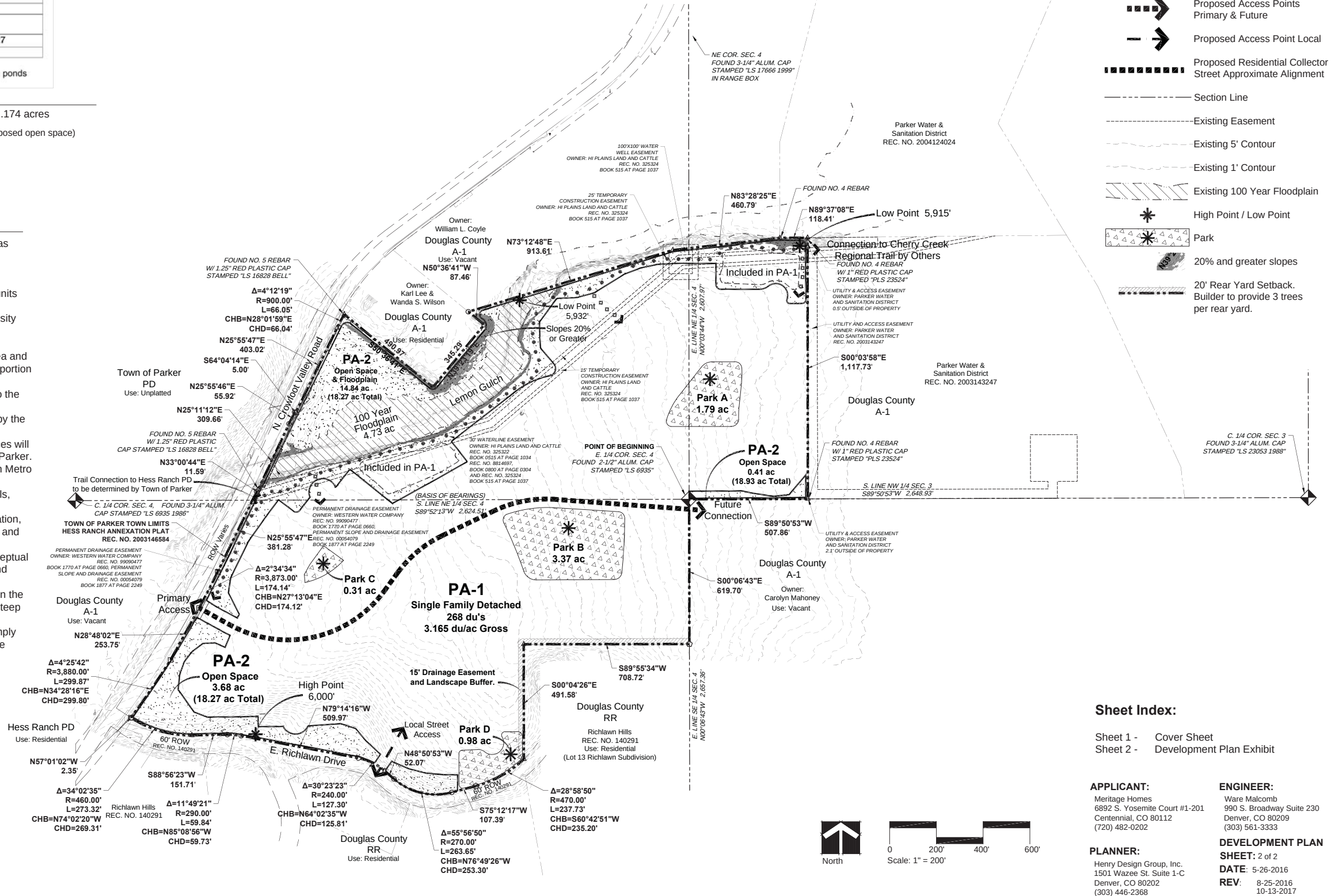
- A. Required Open Space: 90.87 acres x 20% = 18.174 acres
(Detention/Retention Ponds are not included in the proposed open space)
- B. Provided Open Space: 18.27 acres
- A. Required Parks: 267 DU x .0239 = 6.38 acres
- B. Provided Parks: 6.45 acres

NOTES

- The site is currently zoned A-1 Agriculture in Douglas County.
- The proposed zoning is to be Meadowlark Planned Development.
- The number of units will not exceed 267 units. All units will be single family detached.
- The proposed gross density is 2.94 du/ac. The density shall be computed by dividing the total number of single-family residences by the net acres. This is a maximum density which shall apply to the entire area and shall not be specifically applicable to any individual portion thereof.
- The following entities will provide services/utilities to the site:
 - Sewer and water services will be provided by the Parker Water and Sanitation District.
 - Police protection and other municipal services will be provided to the property by the Town of Parker.
 - Fire protection will be provided by the South Metro Fire Rescue Authority.
- The approximate location of parks, open space, trails, detention facilities and vehicular access points as indicated on the PD Plan are conceptual only. Location, design and size shall be indicated at time of Sketch and Preliminary Plan.
- Access points and the residential collector are conceptual only and will be determined at the time of Sketch and Preliminary Plan.
- Steep slopes exist on the property and are located in the side slopes of Lemon Gulch and within PA-2. No steep slopes are located within the development area. Development within the steep slope areas shall comply with Section 13.10.100 (Hillside Development) of the Parker Municipal Code, as amended.

Meadowlark Development Plan

BEING A PART OF THE NORTHWEST 1/4 OF SECTION 3, & IN THE EAST 1/2 OF SECTION 4,
TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN,
COUNTY OF DOUGLAS, STATE OF COLORADO
90.87 ACRES 268 RESIDENTIAL LOTS





Request for Town Council Action

Date: March 19, 2018

Submitted By: Stacey Nerger, Associate Planner

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 3.332 - First Reading**
A Bill for an Ordinance Rezoning Certain Property Within the Town of Parker, Colorado, Known As Country Meadows Square Property from PD-Planned Development to Modified Commercial District Pursuant to the Parker Land Development Ordinance and Amending the Zoning Ordinance and Map to Conform Therewith

Applicant: Gene Gregory, Country Meadows Development LLC

Location: Northwest corner of Hess Road and Parker Road

Department: Community Development, Stacey Nerger

Trakit No.: Z18-002

Second Reading: April 2, 2018

EXECUTIVE SUMMARY

The applicant, Country Meadows Development LLC, proposes to rezone the Country Meadows Square commercial properties from Country Meadows Planned Development (PD) to modified C-Commercial to bring the zone district's permitted uses up to date. The proposed rezoning will apply to the eight commercial lots located on the northwest corner of Hess Road and Parker Road.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The subject property was annexed into the Town in 1983 as part of the larger Country Meadows PD. The development of the property has proceeded haphazardly over the intervening years due to cyclical variations in the economy and changes in ownership. The major milestones are as

follows:

1. In 1991, the subject property was platted with the Country Meadows Subdivision as an unbuildable commercial tract.
2. In 2004, the unbuildable commercial tract was replatted into eight buildable lots with the Country Meadows Square Minor Development Plat.
3. In 2007, two site plans were approved on the property for an 11,000 square-foot Merryhill School child care center and a 4,488-square-foot Service Street automotive repair shop.
4. In 2009, a site plan was approved for a 7-Eleven convenience store and service station.
5. In 2017, two additional site plans were approved for a 6,000-square-foot dental office and a 41,000-square-foot multi-tenant commercial development with two buildings.

The current Country Meadows PD lists several commercial retail and restaurant uses that are permitted by-right on the property. However, other compatible uses, such as a brewery and kick boxing gym, are not permitted by right, but require the more extensive Uses-Not-Itemized process. The applicant has worked with staff to amend the old County Meadows PD Zoning to address this issue.

Planning Commission will make a recommendation to Town Council on March 22, 2018.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)

Develop a Visionary Community Through Balanced Growth
Enhance Economic Vitality

ATTACHMENTS

1. Vicinity Map - Rezoning
2. Ordinance 3.332

RECOMMENDED MOTION

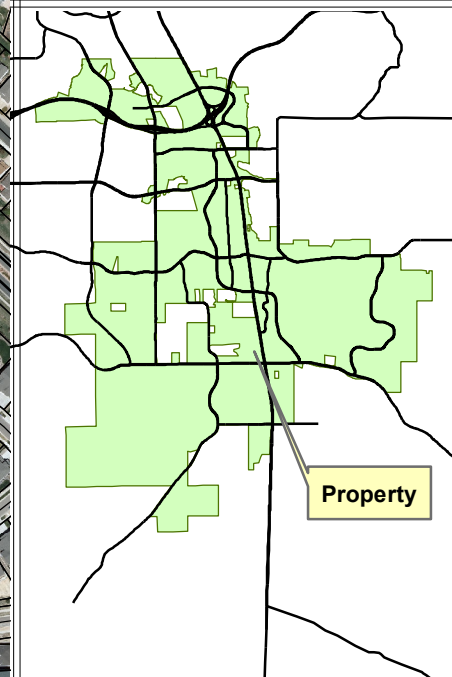
I move to approve Ordinance No. 3.332 on first reading and to schedule second reading for April 2, 2018, as part of the consent agenda.



PARKER
COLORADO

Country Meadows Rezoning

Rezoning
Case No. Z18-002



Legend

-  Site
-  Roads

Narrative:
Proposed rezoning from
Country Meadows
Planned Development
to Modified
C-Commercial.

Planner: Stacey Nerger
Hearing Schedules:

Planning Commission:
March 22, 2018

Town Council:
March 19, 2018 (1st Reading)
April 2, 2018 (2nd Reading)



ORDINANCE NO. 3.332, Series of 2018

TITLE: A BILL FOR AN ORDINANCE REZONING CERTAIN PROPERTY WITHIN THE TOWN OF PARKER, COLORADO, KNOWN AS COUNTRY MEADOWS SQUARE PROPERTY FROM PD-PLANNED DEVELOPMENT TO MODIFIED COMMERCIAL DISTRICT PURSUANT TO THE PARKER LAND DEVELOPMENT ORDINANCE AND AMENDING THE ZONING ORDINANCE AND 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 certain property described in attached **Exhibit A**, within the Town of Parker, Colorado, to Modified Commercial, pursuant to the 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 Modified Commercial, as provided in the **Exhibit B**, which is attached hereto and incorporated by this reference. The uses permitted by right and the uses permitted by special review are specifically described in Exhibit B.

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 _____,
2018.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____,
2018.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

EXHIBIT A

LEGAL DESCRIPTION

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

EXHIBIT B

MODIFIED COMMERCIAL ZONING

A. Intent

Areas for businesses providing convenience retail and personal service uses. These uses have minimal wholesale activity and limited storage within the principal structure.

B. Compliance

All development within this Modified Commercial zoning district must comply with the requirements specified in Section 13.06 of the Town of Parker Land Development Ordinance, as amended by the following standards. Where the following standards vary from the Town's Land Development Ordinance, the following standards shall take precedence.

C. Uses Permitted by Right

Any use within the C-Commercial District as defined in Section 13.04.120 of the Town of Parker Land Development Ordinance, as amended, that is not specifically described in this exhibit shall be prohibited in this district.

1. Any nonresidential uses by right permitted in B-Business District as defined in Section 13.04.100 of the Town of Parker Land Development Ordinance, as amended with the following exceptions which are not permitted in this Modified Commercial zoning: public or private schools, hospitals, nursing homes, convalescent care facilities, extended stay facilities, greenhouses, public or private parking lots, or caretaker residences.
2. Auto parts stores
3. Automobile service
4. Bakeries, wholesale & retail
5. Brewery/distillery
6. Bank with drive-through
7. Car wash, automatic or coin-operated
8. Contractor's offices only, no storage of equipment or trailers
9. Convenience Store with or without gas station
10. Drive-in eating and drinking establishments
11. Indoor dog training and dog grooming
12. Nurseries (plant), wholesale and retail
13. Printing and publishing

14. Radio and television offices and studios

15. Shopping centers

16. Tire repair shops

17. Upholstery shops

D. Development Standards

1. Maximum Building Height: 45 feet

2. Minimum Front Yard Setback:

a) Parker Road – 25 feet

b) Hess Road – 25 feet

c) Drive-through – 10 feet

3. Minimum Side Yard Setback: 10 feet, except when adjoining a residential zone district, 25 feet

4. Minimum Rear Yard Setback: 10 feet, except when adjoining a residential zone district, 25 feet



Request for Town Council Action

Date: March 19, 2018

Submitted By: Doreen Jokerst, Commander

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 5.80 First Reading**
A Bill for an Ordinance to Amend Chapter 7.01 of the Parker Municipal Code to Allow Traffic Direction, Regulation and Control by Appointed Special Police Officers

Department: Police Department, Doreen Jokerst
Second Reading: April 2, 2018

EXECUTIVE SUMMARY

This ordinance would amend 7.01 to allow Special Police Officers, designated by the Chief of Police, to direct and control traffic.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Community Service Officers (CSO) are specially trained, nonsworn personnel to perform some duties that have been traditionally performed by sworn personnel. CSOs perform a wide variety of duties and activities of routine nonsworn law enforcement functions in support of the patrol divisions, which do not require arrest authority. CSOs respond to animal and code related calls for service, and report to certain types of nonemergency calls-for-service (not in progress, no viable suspect information, etc.), either by telephone or in a specially marked department vehicle.

In order for the CSOs to assist with directing and controlling traffic, Ordinance 5.80 needs to be amended to this amendment will authorize CSOs to respond to accidents to assist with traffic control, freeing up the police officers to render first-aid, and investigate the accident (only when CSOs are scheduled which are nonessential positions). CSOs received classroom training for directing and controlling traffic, and will partake in additional on-the-job training with a police training officer.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)

Promote a Safe and Healthy Community

ATTACHMENTS

1. Ordinance No. 5.80

RECOMMENDED MOTION

I move to approve Ordinance No. 5.80 on first reading and schedule second reading for April 2, 2018, as part of the consent agenda.

ORDINANCE NO. 5.80, Series of 2018

TITLE: A BILL FOR AN ORDINANCE TO AMEND CHAPTER 7.01 OF THE PARKER MUNICIPAL CODE TO ALLOW TRAFFIC DIRECTION, REGULATION AND CONTROL BY APPOINTED SPECIAL POLICE OFFICERS

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

Section 1. Chapter 7.01 of the Parker Municipal Code is amended by the addition of a new Section 7.01.110, which shall read as follows:

7.01.110 Traffic Control Enforcement.

(a) The authority to direct, control and regulate traffic as set forth in this Chapter and in Section 107 of the Model Traffic Code shall be exercised by the Police Department, which may include special police officers as defined herein.

(b) The Chief of Police may appoint any Police Department employee as a special police officer who may direct, control and regulate traffic as provided in this Chapter. The Police Department shall keep a correct list of all such appointed persons. Persons so appointed shall conform to and be subject to all rules and regulations governing the Police Department and to all special rules and regulations as the Chief of Police may make concerning traffic direction, control and regulation by special police officers. Special police officers shall possess only those powers, privileges and duties as specified in the letter of appointment issued by the Chief of Police, and special police officers may be removed or discharged from service at any time by the Chief of Police without cause.

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 _____,
2018.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2018.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney



Request for Town Council Action

Date: March 19, 2018

Submitted By: John Mounier, Associate Project Manager
Chris Hudson, Public Works Manager

Reviewed By: Michelle Kivela, Town Administrator

Title: 2018 Townwide Slurry/Chip Seal Program (CIP 18-004)

Amount: \$1,780,327.91

Contractor: A-1 Chipseal

Department: Public Works, John Mounier

EXECUTIVE SUMMARY

Award of a trade contractor agreement with A-1 Chipseal, for the 2018 Townwide Slurry/Chip Seal Program (CIP 18-004) in the amount of \$1,780,327.91. It is essential that the Town of Parker maintain and enhance our public infrastructure through annual roadway maintenance programs.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town of Parker publically opened competitive bids on February 22, 2018, for the Townwide Slurry/Chip Seal Program (CIP 18-004). This program will include a chip-seal preservation application on collector streets and a slurry-seal preservation application on residential streets throughout the Town. Additional information for this program will soon be found on the Town's website as well as presented in an upcoming Town Council Study Session.

The Town received two (2) sealed bids from contractors, with A-1 Chipseal being the lowest responsible bidder. A-1 Chipseal has performed as a prime contractor and successfully completed several pavement preservation programs in the past with the Town of Parker. Therefore, Town staff recommends moving forward with this contract award. The bids were as follows:

- | | |
|--------------------|----------------|
| 1.) A-1 Chipseal | \$1,892,837.89 |
| 2.) Vance Brothers | \$1,895,537.09 |

It should be noted that the contract award amount has been modified from the original bid to reflect a reduction in program scope due to a required budget cut. The reduction amounts to \$112,510.00, which accounts for deferring some concrete repairs until a later date.

Revised Engineer's Estimate \$1,668,381.00

FINANCIAL IMPACT

Funding for this contract has been appropriated in the Public Works/Streets Division repair and maintenance (R&M) accounts.

STRATEGIC GOAL(S)

Promote a Safe and Healthy Community

ATTACHMENTS

None

RECOMMENDED MOTION

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



Request for Town Council Action

Date: March 19, 2018
Submitted By: Dave Aden, Traffic Engineer
Reviewed By: Michelle Kivela, Town Administrator
Title: **2018 Townwide Pavement Markings - Long Line Project (CIP18-007)**

Amount: \$105,702.78
Contractor: American Striping Company
Department: Engineering, Dave Aden

EXECUTIVE SUMMARY

Award of a trade contractor agreement with American Striping Company, for the 2018 Townwide Pavement Markings - Long Line project (CIP18-007) for \$105,720.78. The Town of Parker needs to maintain and enhance our roadway pavement markings through annual maintenance projects.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

On an annual basis, the Town of Parker updates the pavement striping lines on those streets that show the most wear. The Town's long-line pavement markings inventory includes, but is not limited to, several different configurations including double yellow center lines, white channelization lines, white-lane lines and white-edge lines. These pavement markings require annual maintenance to ensure their quality and retro-reflectivity due to damage from vehicle tire wear and environmental damage (sun and weather). The Town specifies epoxy based paint for long-line markings due to its superior durability over standard alkyd paint. Applying the epoxy based paint requires specialty equipment the Town does not possess and due to the high capital expense. Therefore, the Town bids this work through qualified area contractors.

Staff identified the roadway segments that required this maintenance and estimated approximately 1,500 gallons of paint. These quantities were used as a basis for the public bid process.

The Town publically opened bids on March 7, 2018. Four (4) contractors submitted bids with American Striping Company being the lowest responsible bidder at \$105,702.78. American Striping Company completed the 2017 crosswalk pavement marking contract for the Town with satisfactory results. Therefore, Town staff recommends award of this contract.

The bids the Town received were as follows:

American Striping - \$105,702.78
Kolbe Striping - \$114,558.80
RoadSafe Traffic - \$114,579.00
Colorado Barricade - \$134,570.00
Engineer's Estimate - \$130,000

FINANCIAL IMPACT

Funding for the annual striping contract is part of the approved 2018 Budget under Traffic Services in the general fund (101-4312).

STRATEGIC GOAL(S)

Promote a Safe and Healthy Community
Develop a Visionary Community Through Balanced Growth

ATTACHMENTS

None

RECOMMENDED MOTION

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



Request for Town Council Action

Date: March 19, 2018

Submitted By: Paul Workman, Senior Planner
John Fussa, Community Development Director

Reviewed By: Michelle Kivela, Town Administrator

Title: **TWENTY MILE INDUSTRIAL PARK FILING NO. 2,
FIRST AMENDMENT SUBDIVISION EXCEPTION LOT
2A - Parker Racquet Club Site Plan**

Applicant: Christa Plaza, Essenza Architecture for
Parker Tennis

Location: South of Plaza Drive between Twenty
Mile Road and Championship Drive

Department: Community Development, Paul
Workman

TRAKit No.: SP17-044

- (1) Site Plan
- (2) Development Agreement

EXECUTIVE SUMMARY

The Town of Parker, as property owner, and Parker Tennis, as operator, are proposing a public-private partnership for a new indoor/outdoor racquet and activities facility. The subject property has a total area of 4.9 acres and is located directly west of the Parker Fieldhouse at the southeastern corner of Twenty Mile Road and Plaza Drive.

The proposed facility will include six indoor tennis courts, a welcome center with social area, locker rooms and offices in the first phase. A future phase will create outdoor tennis courts with the potential for an expanded building if the need arises.

The subject property is owned by the Town of Parker and per the Land Development Ordinance, all site plan applications for Town-owned property are required to obtain Town Council approval upon a recommendation from Planning Commission. This project has public

improvements on Championship Drive. Since there is no plat associated with this project, these improvements are being secured via a Development Agreement.

STAFF RECOMMENDATION

Approve with Conditions

BACKGROUND/DISCUSSION

The proposed indoor racquet and archery facility is similar to a version of the facility that was reviewed by Town Council at a 2017 Study Session. Town Council provided positive feedback on the conceptual design at that time.

The proposed building design is for a multi-colored, pre-engineered, metal building with reverse-tapered columns, creative color, angled changes of the metal siding and monitor roof elements (raised structure on roof with north facing windows). The building design and colors are intended to be complementary, but not identical, to the existing Parker Fieldhouse east of Championship Drive. The main entrance is located on the north side of the building and is articulated with roof-lines, windows and an awning feature. To the west of the entrance is a patio area that will have shade sails for weather protection.

Staff has determined that the proposed building design meets the requirements of the Commercial, Industrial and Multi-Family Design Standards based upon architectural elements, color scheme and materials.

Planning Commission will hold a public hearing and make a recommendation to Town Council on March 22, 2018.

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)

Develop a Visionary Community Through Balanced Growth
Support an Active Community

ATTACHMENTS

1. Vicinity Map
2. Planning Commission Staff Report
3. Site Plan
4. Project Narrative
5. Parker Tennis Development Agreement

RECOMMENDED MOTION

I move to approve, based on staff findings, with the following two (2) conditions contained in staff's report:

1. The applicant shall be required to work with the Town's Parks and Recreation and/or Cultural Department staff to incorporate public art at the northwest corner of the site prior to issuance of

a certificate of occupancy.

2. Any substantial changes to the approved site plan, as determined by Town staff, shall require approval by Town Council after recommendation from Planning Commission.

I move to approve the staff recommendation for approval of the Development Agreement.



Subject
Property

Parker
Fieldhouse

Railbender
Park

PLAZA DR

CHAMPIONSHIP DR



Planning Commission Staff Report

Planning Commission Date: 3/8/2018

Town Council Date: 3/19/2018

Hearing Type: Public Hearing
SP17-044 TWENTY MILE INDUSTRIAL PARK
FILING NO. 2, FIRST AMENDED SUBDIVISION
EXEMPTION LOT 2A, Parker Racquet Club - Site
Plan

Location: South of Plaza Drive and between Twenty Mile Road and
Championship Drive

Project Planner: Paul Workman, Senior Planner

Applicant: Christa Plaza, Essenza Architecture for Parker Tennis

Executive Summary: The Town of Parker and Parker Tennis Club request a
site plan to develop an indoor-tennis complex at the
southeast corner of Twenty Mile Road and Plaza Drive
in the Twenty Mile Industrial Park Development.

Staff Recommendation: Approval with Conditions

RECOMMENDED MOTION

“I move that the Planning Commission recommend that Town Council approve the Site Plan request, subject to the two (2) conditions contained in this staff report.”

- 1. The applicant shall be required to work with the Town’s Cultural staff to incorporate public art at the northwest corner of the site prior to issuance of a Certificate of Occupancy.**
- 2. Any substantial changes to the approved Site Plan, as determined by Town staff, shall require approval by Town Council after recommendation from Planning Commission.**

ALTERNATIVE MOTIONS

"I move the Planning Commission recommend Town Council approve the Site Plan."

"I move that the Planning Commission recommend that Town Council deny the Site Plan as the request does not meet the following approval criteria:"

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

"I move that the Planning Commission vote to continue the Site Plan to a future date."

I. BACKGROUND/DISCUSSION

The Town of Parker, as the property owner, and Parker Tennis as the operator, are proposing a new indoor and future outdoor racquet and activities facility. The facility will include six-indoor tennis courts, a welcome center with social area, locker rooms and offices. The subject property is owned by the Town of Parker and per the Land Development Ordinance, all site plans on Town owned property are required to receive approval from Town Council after a recommendation from Planning Commission. The site is roughly 4.9 acres of undeveloped land and located directly west of the Town's Fieldhouse facility.

Vicinity Map



II. PRIOR ACTIONS

Date	Action
1985	Town Council approved the Clarke PD Zoning
2010	Town Council approved the subdivision exemption plat that created the subject property.

III. CURRENT SITE DATA

Existing Zoning	PD - Planned Development		
Overlay District	Light Industrial Conservation Industrial District		
PD & Plan Area	Clarke PD – Mixed Use Commercial/Light Industrial		
Master Plan Area	Light Industrial		
Site Acreage	4.9 +/- acres		
Subdivision	Twenty Mile Industrial Park Filing No. 2 First Amended Subdivision Exemption Plat		
Existing Use	Undeveloped		
Surrounding Uses			
	Master Plan Land Use	Zoning	Existing Use
North	Light Industrial	PD - Planned Development	Alpine Lumber
South	Light Industrial	PD - Planned Development	Multi-Tenant Light Industrial
East	Light Industrial	PD - Planned Development	Parker Fieldhouse
West	Mixed Use	PD - Planned Development	Railbender Park

IV. LAND DEVELOPMENT ORDINANCE

ZONING CONSISTENCY (Site Plan/UBSR/Sketch/Prelim Plan/MDP)			
Provisions	Existing/Required	Proposed	Analysis
Setbacks	Front – None Side – None Rear – None Corner – None	Front – 187' Side – N/A Rear – 25' Corner – 157' to the west and 40' to the east	☒ Consistent ☐ Inconsistent ☐ N/A
Density	N/A	The request is for non-residential development.	☐ Consistent ☐ Inconsistent ☒ N/A
Height/Stories	40'	39'	☒ Consistent ☐ Inconsistent ☐ N/A
Lot Size	None	4.9 +/- acres	☒ Consistent ☐ Inconsistent ☐ N/A
Lot Coverage	None	22%	☒ Consistent ☐ Inconsistent ☐ N/A

Landscaping	Title 13.06.070	99,775 square feet required/133,034 square feet provided 145 trees required/139 trees provided* 595 shrubs required/665 shrubs provide (*excess shrubs used for tree substitution on a 10 shrubs equals 1 tree basis as allowed by 13.06.070.1.5)	☒ Consistent ☐ Inconsistent ☐ N/A
Off-Street Parking	Two (2) spaces per tennis court (12 total)	47 spaces proposed	☒ Consistent ☐ Inconsistent ☐ N/A
Miscellaneous	N/A	N/A	☐ Consistent ☐ Inconsistent ☒ N/A
Staff Analysis	After performing an analysis of the Land Development Ordinance and Clarke PD development requirements, staff has determined that the request has satisfied the applicable standards.		

V. DESIGN REVIEW

Color Elevations



The proposed building is similar to a version of the building that was seen by Town Council in a 2017 Study Session where Council provided positive feedback on the design. The proposed design is for a multi-colored, pre-engineered, metal building with reverse-tapered columns, creative color, angled changes of the metal siding and monitor roof elements (the raised structure on the top of the roof with the north facing windows). The building design and colors are intended to be complimentary, but not identical, to the existing Fieldhouse, east of Championship Drive. The main entrance is located on the north side of the building and is articulated with roof-lines, windows, and an awning feature. To the west of the entrance is a patio area that will have shade sails for weather relief.

The exterior of the building will utilize external tapered-structural steel-frame work from the ground up and away from the wall panels. The use of this design element reduces the scale and context of the walls by providing framed sections of wall. The framed sections offer a change in wall color and material orientation in order to create a pedestrian scale to the large building.

Specific clearances for wall heights and angled-roof planes are necessary to accommodate the tennis use. For example, the north roof section vaults in height to allow for an interior viewing mezzanine and additional mechanical spaces within the welcome center. The planes of the roof are broken by monitor roofs and fenestration to reduce the uninterrupted elements of the roof. The vertical sections of the monitors include glazed elements as well as louvered components. While the glazed elements provide for daylighting opportunities the louvered components provide an opportunity to introduce fresh and cool air which increases the buildings energy efficiency by reducing the heating and cooling loads.

Based on the proposed articulation techniques, the variety in color and the treatments around the entrance, staff has concluded that the proposed design meets the requirements of the Commercial, Industrial and Multi-Family Design Standards.

VI. ACCESS, CIRCULATION & TRAFFIC ANALYSIS

The proposed development will have vehicular access from Championship Drive on the east side of the subject property. This access will align with the existing access for the Parker Fieldhouse. Once patrons enter the site via automobile they will circulate counter-clockwise through the parking lot or through the one-way drop-off zone just north of the building. Patrons arriving to the site by foot will be able to access the building through a network of sidewalk connections that lead to the front entrance. The proposed development will provide bike racks in accordance with the Town's development requirements for those who choose to ride their bike to this facility.

VII. SUMMARY REFERRAL AGENCY COMMENTS AND CONDITIONS

Agency	Comments
Parker Engineering	Approved
Fire and Life Safety	Approved
Building Division	Advisory comments
Parker Water	Advisory comments
Cherry Creek Basin Water Quality Authority	No comment
Xcel	Advisory comments
IREA	Advisory comments
CenturyLink	No comment

VIII. CONCLUSION

As discussed in detail in Sections IV, V and VI above, staff has evaluated the proposal against the development requirements of the Town and determined that the proposal meets those requirements.

In addition to the development requirements, the Town's recently adopted Parks, Recreation and Open Space Master Plan anticipates this facility being open and supplementing recreation opportunities provided by the Town. Specifically, this Plan states; *"There are many independent clubs that organize sporting events using department facilities and those of other recreation providers throughout Parker. Some examples include: Parker Tennis, a long-time collaborator with the Department, is partnering to build a new tennis center in Parker. When complete, the center will offer lessons based on age and skill level."*

After reviewing the request by the applicant, staff has determined that the request meets the development requirements of the Town and is consistent with the Parks, Recreation and Open Space Master Plan.

IX. RECOMMENDED CONDITIONS

1. The applicant shall be required to work with the Town's Cultural staff to incorporate public art at the northwest corner of the site prior to issuance of a Certificate of Occupancy.
2. Any substantial changes to the approved Site Plan, as determined by Town staff, shall require approval by Town Council after recommendation from Planning Commission.

X. ATTACHMENTS

1. Site Plan
2. Project Narrative

Report Approved By: Bryce Matthews, Planning Manager

Through: Jason Rogers, Deputy Community Development Director

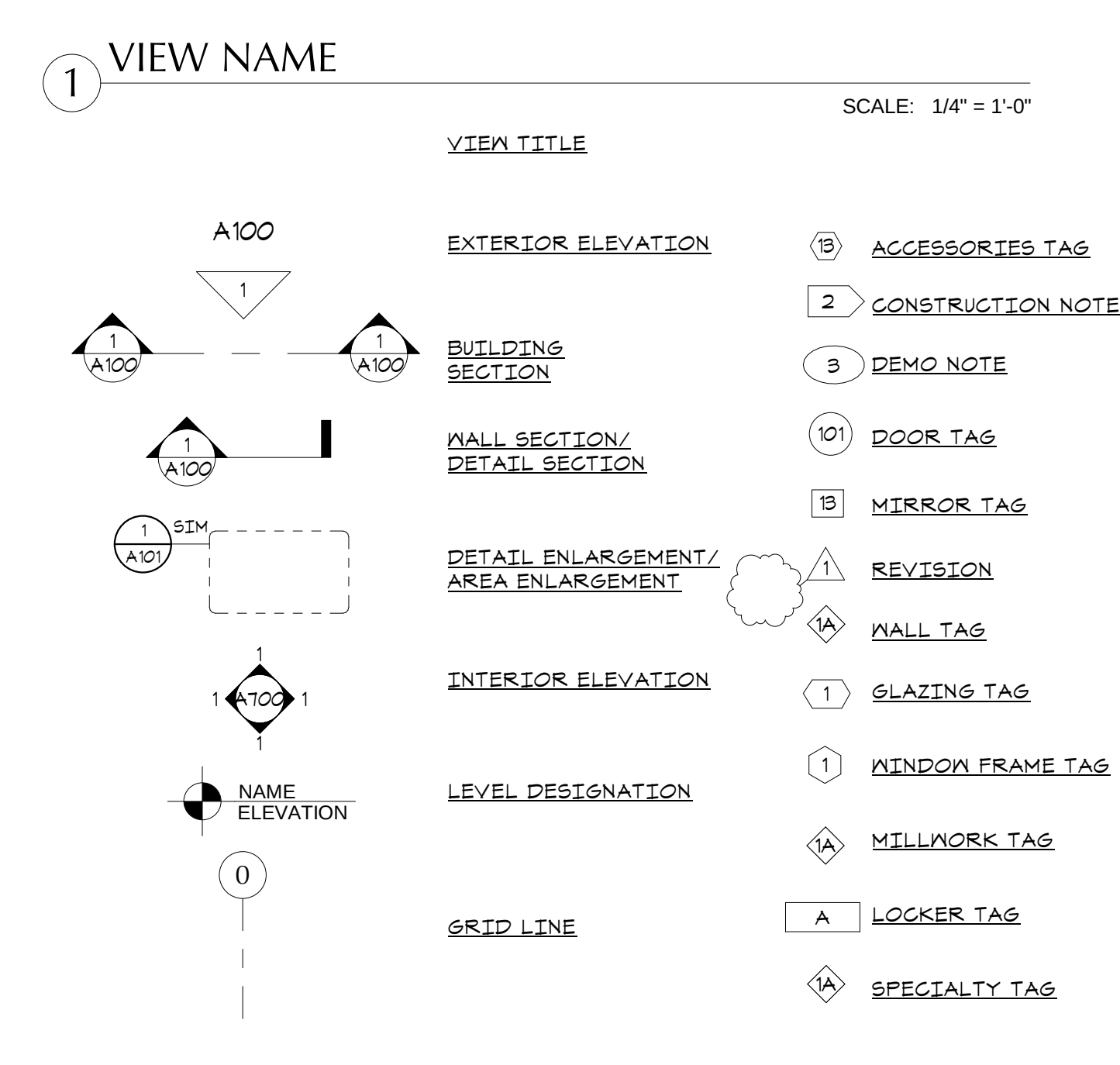
PARKER RACQUET CLUB

SITE PLAN SUBMITTAL

LIST OF ABBREVIATIONS

@	AT	M.O.	MASONRY OPENING
4	AND	M.R.	MOISTURE RESISTANT
ACT	ACOUSTIC CEILING TILE	MTL	METAL
ADJ	ADJACENT		
ARCH	ARCHITECTURAL	N.I.C.	NOT IN CONTRACT
APPROX	APPROXIMATE	NO	NUMBER
AL	ALUMINUM	N.T.S.	NOT TO SCALE
AFF	ABOVE FINISH FLOOR		
AV	AUDIO VISUAL	O.C.	ON CENTER
		O.D.	OUTSIDE DIAMETER
BD	BOARD	OH	OVERHEAD
B.O.	BOTTOM OF	OPNG	OPENING
BRG	BEARING		
BUR.	BUILT UP ROOF	PLAM	PLASTIC LAMINATE
		PT	PAINT
		PTD	PAINTED
C.I.P.	CAST IN PLACE		
CLG	CEILING	Q.T.	QUARRY TILE
C.M.U.	CONCRETE MASONRY UNIT		
C.O.	CENTER OF		
CONC	CONCRETE	R.A.G.	RETURN AIR GRILLE
CPT	CARPET	R.C.P.	REFLECTED CEILING PLAN
C.T.	CERAMIC TILE	R.D.	ROOF DRAIN
		RE	REFER TO
D.F.	DRINKING FOUNTAIN	REF	REFER / REFERENCE
DIA	DIAMETER	REQD	REQUIRED
DIM	DIMENSION	REV	REVISION
DN	DOWN	R.O.	ROUGH OPENING
DTL	DETAIL		
DNG	DRAWING(S)	S.A.G.	SUSPENDED ACOUSTICAL GRID
		S.A.T.	SUSPENDED ACOUSTICAL TILE
EA	EACH	S.C.	SOLID CORE
ELEG	ELECTRICAL	SIM	SIMILAR
EQ	EQUAL	SPEC	SPECIFICATIONS
E.T.S.	EXPOSED TO STRUCTURE	S.S.	STAINLESS STEEL
EXG	EXISTING		
EXT	EXTERIOR	T.C.	TOP OF CURB
ELEV	ELEVATION	TEL	TELEPHONE
		TEMP	TEMPORARY
FDN	FOUNDATION	T.O.	TOP OF
F.O.	FINISH OPENING	T.O.C.	TOP OF CONCRETE
F.O.G.	FACE OF CONCRETE	T.O.F.	TOP OF FLOOR
F.R.	FIRE RESISTANT	T.O.M.	TOP OF MASONRY
F.R.P.	FIBERGLASS REINFORCED	T.O.S.	TOP OF STEEL
	POLYESTER	T.O.M.	TOP OF MALL
F.V.	FIELD VERIFY	T.S.	TUBE STEEL
		TYP	TYPICAL
GA	GAUGE		
G.I.	GALVANIZED IRON	U.N.O.	UNLESS NOTED OTHERWISE
GYP	GYPSON		
GYP. BD.	GYPSON BOARD	V.C.T.	VINYL COMPOSITION TILE
		VERT	VERTICAL
HG	HANDICAP	VEST	VESTIBULE
H.M.	HOLLOW METAL	V.I.F.	VERIFY IN FIELD
HVAC	HEATING, VENTILATING & AIR CONDITIONING	V.T.R.	VENT THROUGH ROOF
		W/	WITH
INFO	INFORMATION	W.C.	WATER CLOSET
		WD	WOOD
LAV	LAVATORY	WDM	WINDOW
		W.H.	WATER HEATER
MATL	MATERIAL	W/O	WITHOUT
MAX	MAXIMUM	W.R.	WATER RESISTANT
M.D.F.	MEDIUM DENSITY FIBERBOARD		
MECH	MECHANICAL		
MFR	MANUFACTURER		
MIN	MINIMUM		
MISC	MISCELLANEOUS		

SYMBOLS LEGEND



MATERIALS KEY

ACOUSTIC TILE	GYPSON BOARD
ALUMINUM	METAL STUD WALL
BATT INSULATION	PARTICLE BOARD
BRICK	PLYWOOD
CERAMIC TILE	RIGID INSULATION & EIFS
CONCRETE	ROUGH WOOD FRAMING
CONCRETE MASONRY UNIT ("CMU")	SAND/MORTAR/PLASTER /CEMENT
EARTH	STEEL
FINISH WOOD	WOOD BLOCKING OR SHIMMING
GRAVEL	

INDEX & PRINTING RECORD

ISSUED SET DESCRIPTION & DATE:		SITE PLAN SUBMITTAL MAY 4, 2017	SITE PLAN SUBMITTAL MAY 4, 2017	SITE PLAN SUBMITTAL MAY 4, 2017	SITE PLAN SUBMITTAL MAY 4, 2017	SITE PLAN SUBMITTAL MAY 4, 2017	SITE PLAN SUBMITTAL MAY 4, 2017
#	SHEET NAME						
A000.	COVER	●	●	●	●	●	●
AS100	ARCHITECTURAL SITE PLAN	●	●	●	●	●	●
AS500	BUILDING ELEVATIONS	●	●	●	●	●	●
AS500-P	COLORLED BUILDING ELEVATIONS 11X17	●	●	●	●	●	●
A010-P	COLORLED 3D VIEWS 11X17	●	●	●	●	●	●
L100	LANDSCAPE MATERIALS PLAN	●	●	●	●	●	●
L200	LANDSCAPE PLANTING PLAN	●	●	●	●	●	●
L300	LANDSCAPE NOTES	●	●	●	●	●	●
L400	LANDSCAPE DETAILS	●	●	●	●	●	●
L500	LANDSCAPE DETAILS	●	●	●	●	●	●
I100	IRRIGATION PLAN	●	●	●	●	●	●
I200	IRRIGATION PLAN	●	●	●	●	●	●
I300	IRRIGATION DETAILS	●	●	●	●	●	●
I400	IRRIGATION DETAILS	●	●	●	●	●	●
I500	IRRIGATION DETAILS	●	●	●	●	●	●
E100	PHOTOMETRIC SITE PLAN	●	●	●	●	●	●
E200	EXTERIOR LIGHTING CUTSHEETS	●	●	●	●	●	●
E201	EXTERIOR LIGHTING COMCHECK	●	●	●	●	●	●
1 OF 19	CIVIL COVER SHEET	●	●	●	●	●	●
2 OF 19	HORIZ. CONTROL & STRIPING PLAN	●	●	●	●	●	●
3 OF 19	GRADING PLAN	●	●	●	●	●	●
4 OF 19	GRADING DETAIL PLAN	●	●	●	●	●	●
5 OF 19	SITE CROSS SECTIONS	●	●	●	●	●	●
6 OF 19	CBMP PLAN	●	●	●	●	●	●
7 OF 19	STORM DRAIN PLAN AND PROFILE	●	●	●	●	●	●
8 OF 19	ROOF DRAIN PLAN AND PROFILE	●	●	●	●	●	●
9 OF 19	ROOF DRAIN PLAN AND PROFILE	●	●	●	●	●	●
10 OF 19	EROSION CONTROL DETAILS	●	●	●	●	●	●
11 OF 19	EROSION CONTROL DETAILS	●	●	●	●	●	●
12 OF 19	EROSION CONTROL DETAILS	●	●	●	●	●	●
13 OF 19	EROSION CONTROL DETAILS	●	●	●	●	●	●
14 OF 19	EROSION CONTROL DETAILS	●	●	●	●	●	●

INDEX & PRINTING RECORD

ISSUED SET DESCRIPTION & DATE:		SITE PLAN SUBMITTAL MAY 4, 2017	SITE PLAN SUBMITTAL MAY 4, 2017	SITE PLAN SUBMITTAL MAY 4, 2017	SITE PLAN SUBMITTAL MAY 4, 2017	SITE PLAN SUBMITTAL MAY 4, 2017	SITE PLAN SUBMITTAL MAY 4, 2017
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15 OF 19	EROSION CONTROL DETAILS	●	●	●	●	●	●
16 OF 19	DETAILS	●	●	●	●	●	●
17 OF 19	DETAILS	●	●	●	●	●	●
18 OF 19	DETAILS	●	●	●	●	●	●
19 OF 19	DETAILS	●	●	●	●	●	●
1 OF 8	WATER & SANITARY SEWER COVER SHT.	●	●	●	●	●	●
2 OF 8	NOTES AND OTHER	●	●	●	●	●	●
3 OF 8	MASTER UTILITY PLAN	●	●	●	●	●	●
4 OF 8	UTILITY PLAN & PROFILE	●	●	●	●	●	●
5 OF 8	DETAILS	●	●	●	●	●	●
6 OF 8	DETAILS	●	●	●	●	●	●
7 OF 8	DETAILS	●	●	●	●	●	●
8 OF 8	DETAILS	●	●	●	●	●	●

PROJECT TEAM

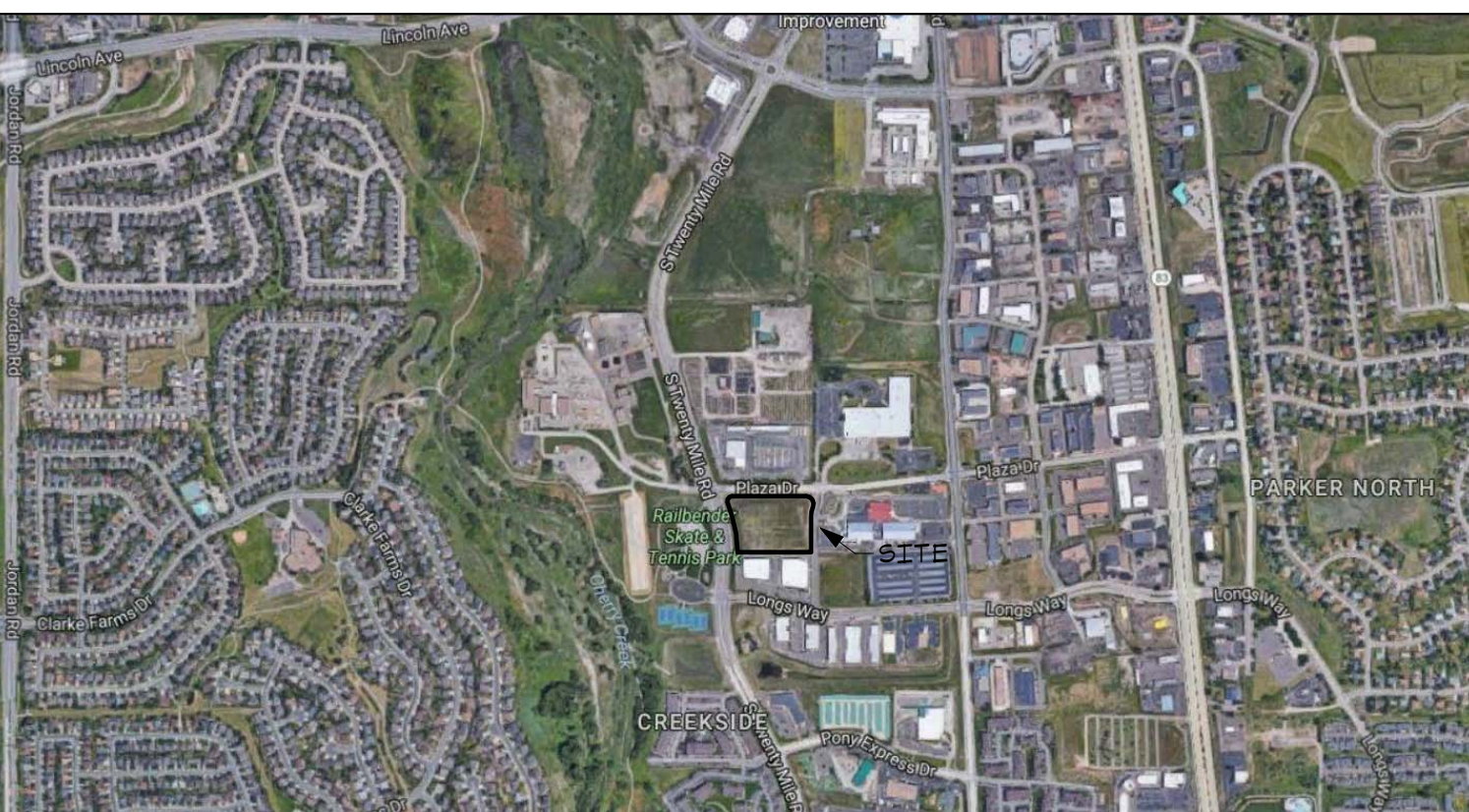
BUILDING OWNER: PARKER TENNIS PARKER RACQUET CLUB 10651 CLARKEVILLE WAY PARKER, CO 80134 T: 720.914.6880 CONTACT: BARRY RIDDLE EMAIL: parkertennis@gmail.com	MECHANICAL/PLUMBING ENGINEER: THE BALLARD GROUP, INC. 2525 S. WADSWORTH BLVD., STE. 200 LAKEWOOD, CO 80227 T: 303.988.4514 CONTACT: PETER FAILLA EMAIL: pfailla@theballardgroup.com
PROPERTY OWNER: TOWN OF PARKER 20120 E. MAIN STREET PARKER, CO 80138 T: 303.841.0953	ELECTRICAL ENGINEER: ARCHITECTURAL ENGINEERING DESIGN GROUP, INC. 1400 WAZEE STREET, SUITE 350 DENVER, CO 80202 T: 303.296.3034 CONTACT: JEFF MULLIKIN EMAIL: jmulikin@aadesign-inc.com
ARCHITECT: ESSENZA ARCHITECTURE 685 S. ARTHUR AVE., UNIT 12-B LOUISVILLE, CO 80027 T: 303.952.5080 F: 303.952.5080 M: 303.946.1238 CONTACT: CHRISTA PLAZA EMAIL: christa@essenza-arch.com	STRUCTURAL ENGINEER: GEBAU, INC. 1121 BROADWAY, SUITE 201 BOULDER, CO 80302 T: 303.444.2545 CONTACT: PAUL GALLAGHER EMAIL: paul@gebau.com
CIVIL ENGINEER: JLB CIVIL ENGINEERING 743 PEAR COURT LOUISVILLE, CO 80027 T: 303.647.5423 CONTACT: JIM BLANKENSHIP EMAIL: jlbcivil@earthlink.net	CONTRACTOR: CENTRE CONSTRUCTION 4100 E MISSISSIPPI AVENUE SUITE 1225 DENVER, CO 80246 T: 303.220.9400 CONTACT: CARLIN BARTLETT EMAIL: carlin@centerconstruction.com
LANDSCAPE ARCHITECT: THREE SIXTY DESIGN 1553 PLATTE STREET SUITE 303 DENVER, CO 80202 T: 720.360.0080 CONTACT: CARLIN BARTLETT EMAIL: carlin@threesixtydesign.com	

NOTES

FOR SHEETS C10 TO C10.0 SEE THE CIVIL SET, DOCUMENT 8- CIVIL
CONSTRUCTION DRAWINGS

FOR SHEETS AS500 - P AND A010 - P SEE THE 11X17 SET, DOCUMENT 10- COLORED
BUILDING ELEVATIONS

VICINITY MAP



SITE MAP



PARKER RACQUET CLUB



ISSUE:
100% CDs
DATE:
12/21/2017
REVISIONS:
11/6/2017
12/28/2017
1/25/2018
APPROVED
DRAWN BY:
EK, VAW
REVIEWED BY:
CAP
PROJECT #:
1402
DRAWING TITLE:
COVER

SHEET #:
A000.

1/25/2018 12:56:54 PM

1 SITE PLAN

2 TRASH ENCLOSURE EAST

SCALE: 1/8" = 1'-0"

3 TRASH ENCLOSURE NORTH

SCALE: 1/8" = 1'-0"

4 MONUMENT SIGN FRONT

SCALE: 1/8" = 1'-0"

5 MONUMENT SIGN SIDE

SCALE: 1/8" = 1'-0"

SITE GENERAL NOTES

1. REFER TO CIVIL PLANS FOR SITE DEMOLITION
2. THE BUILDING AND PRIMARY WORK OF THESE CONTRACT DOCUMENTS OCCURS IN THE AREA INDICATED IN WHITE. GRAY AREAS ARE NOT TO BE DISTURBED. DO NOT DISTURB, DAMAGE OR DISRUPT ANY CONDITION OUTSIDE THE WORK AREA LINE UNLESS SPECIFICALLY DIRECTED. IF IT IS NECESSARY TO WORK OR ACCESS THE NON - WORK AREA, SEEK WRITTEN PERMISSION FROM THE PROPERTY OWNER FIRST.
3. THE BUILDING CORNER LAYOUT REFERENCE POINT IS DIMENSIONED FROM THE WEST PROPERTY LINE AND FROM THE NORTHWEST CORNER OF THE PROPERTY AS INDICATED. SEE CIVIL CIVIL FOR ANY REQUIRED DIMENSIONS NOT SHOWN ON THIS PLAN. VERIFY THE LAYOUT DIMENSIONS SHOWN PRIOR TO CONSTRUCTION AND NOTIFY THE ARCHITECT OF ANY DISCREPANCIES.
4. CONSTRUCTION VEHICLES, EQUIPMENT, AND TRAFFIC TO ACCESS THE SITE FROM CHAMPIONSHIP DRIVE. PROVIDE TEMPORARY ACCESS OVER AND PROTECTION TO THE EXISTING SIDEWALK, CURB, AND GUTTER. DO NOT DISTURB, DAMAGE OR DISRUPT CHAMPIONSHIP DRIVE IN ANY WAY. ACCESS TO CHAMPIONSHIP DRIVE AND RULES AND RESTRICTIONS PERTAINING TO THIS ACCESS TO BE DETERMINED BY THE OWNER. REFER ALSO TO THE PROJECT SPECIFICATIONS FOR REQUIREMENTS PERTAINING TO USE OF THE SURROUNDING SITE AREA.
5. A PORTION OF THE SITE CAN BE USED FOR STORAGE AND LAY DOWN AREA. EXACT SIZE AND LOCATION TO BE DETERMINED BY GENERAL CONTRACTOR. OTHER AREAS MAY BE AVAILABLE AS DETERMINED BY THE OWNER. GENERAL CONTRACTOR TO SEEK OWNER'S RULES AND RESTRICTIONS REGARDING USE AND ACCESS OF SUCH AREAS.
6. GENERAL CONTRACTOR TO PROVIDE CONSTRUCTION FENCE ON THE SITE.
7. EXISTING SIDEWALK ADJACENT TO PARKING LOT AND AT ENTRY TO REMAIN.
8. RE: LANDSCAPE PLANS FOR ALL PLANTING REQUIREMENTS

SITE KEY NOTES

1. ENTRY DRIVE
2. FIRE TRUCK PULL OUT (CONCRETE)
3. (E) EXISTING SIDEWALK
4. (N) NEW SIDEWALK
5. TRASH ENCLOSURE - COLORED SPLIT FACE CMU AND MTL PANEL ENCLOSURE
6. MONUMENT SIGN - COLORED SPLIT FACE CMU AND MTL PANEL WITH FACE MOUNTED LETTERS
7. FOOD TRUCK PARKING AREA (CONCRETE)
8. EXIT DOORS
9. DOORS TO FIRE RISER ROOM
10. ADJACENT PROPERTY
11. (E) EXISTING TRASH ENCLOSURE
12. (E) EXISTING RETAINING WALL
13. BIKE RACKS
14. (E) EXISTING GRASS SEPARATION STRIP
15. BUILDING NUMBER SIGN
16. PARKER RACQUET CLUB SIGN
17. (E) EXISTING LIGHT POLE - (N) NEW POLE COORD. W/ ELEC.
18. (E) EXISTING GAS MAIN
19. (N) NEW LIGHT POLE
20. CMU SCREEN WALL
21. (N) NEW TRANSFORMER

SITE INFO

GROSS ACREAGE: 4.2 ACRES
GROSS FLOOR AREA: 46,948 SF
LEASABLE FLOOR AREA: 45,843 SF

BIKE PARKING INFO

PROVIDED:
2 RACKS, 7 SPACES EA = 14 SPACES
BASED ON SCHEDULE 13.06.060A BY
ADMINISTRATIVE
DETERMINATION - COMBINED
BLDG. TYPE = 2 SPACES PER 10,000
S.F., THUS 10 SPACES ARE NEEDED

PARKING ANALYSIS

TOTAL PARKING SPACES: 47 SPACES

*REFER TO EXHIBIT 6b PARKING ANALYSIS SPREADSHEET FOR FURTHER INFORMATION.

TOWN APPROVAL SIGNATURE BLOCK

THE PLANS ARE REVIEWED FOR CONCEPT ONLY AND THE REVIEW DOES NOT IMPLY RESPONSIBILITY BY THE REVIEWING DEPARTMENT. THE DESIGNATED TOWN AUTHORITY OR OTHER APPOINTED PERSON, OR THE TOWN OF PARKER FOR ACCURACY AND CORRECTNESS OF CALCULATIONS, ENGINEERING OR DESIGN. THE REVIEW DOES NOT IMPLY THAT QUANTITIES OF ITEMS INDICATED ON THE PLANS ARE THE FINAL QUANTITIES REQUIRED. THE REVIEW WILL NOT BE CONSTRUED FOR ANY REASON AS ACCEPTANCE OF FINANCIAL RESPONSIBILITY BY THE TOWN OR REVIEWING DEPARTMENTS FOR ANY COSTS, LABOR, OR MATERIAL THAT MAY BE REQUIRED DURING THE CONSTRUCTION PHASE. REVIEW IS EXCLUSIVELY LIMITED TO TOWN OF PARKER PUBLIC IMPROVEMENTS.

TOWN OF PARKER, PUBLIC WORKS DIRECTOR	DATE
TOWN OF PARKER, DESIGNATED TOWN AUTHORITY	DATE
TOWN OF PARKER, DESIGNATED TOWN AUTHORITY	DATE

PARKER RACQUET CLUB

18396 PLAZA DRIVE,
PARKER, CO 80134



ISSUE:
Site Plan Submittal

DATE:
5/4/2017

REVISIONS:
11/6/2017

12/28/2017

1/25/2018

DRAWN BY:
EK, VW

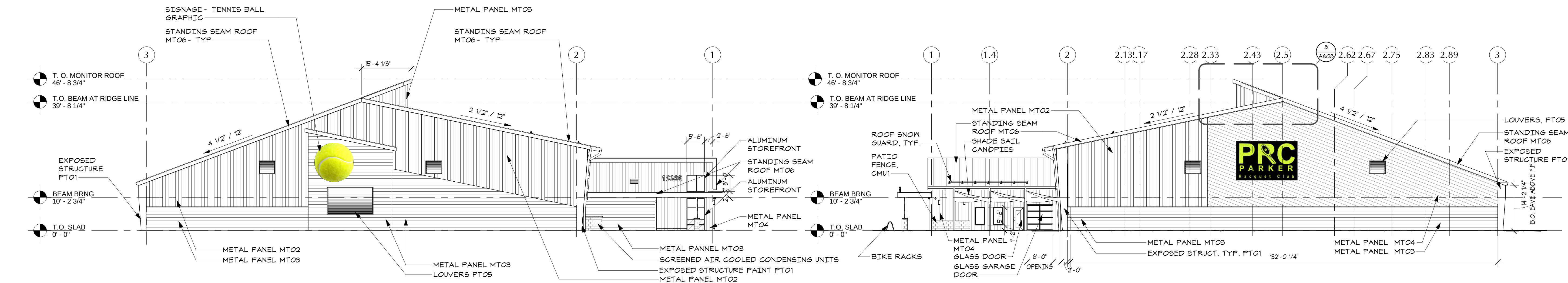
REVIEWED BY:
PT, CP

PROJECT #:
1402

DRAWING TITLE:
ARCHITECTURAL SITE PLAN

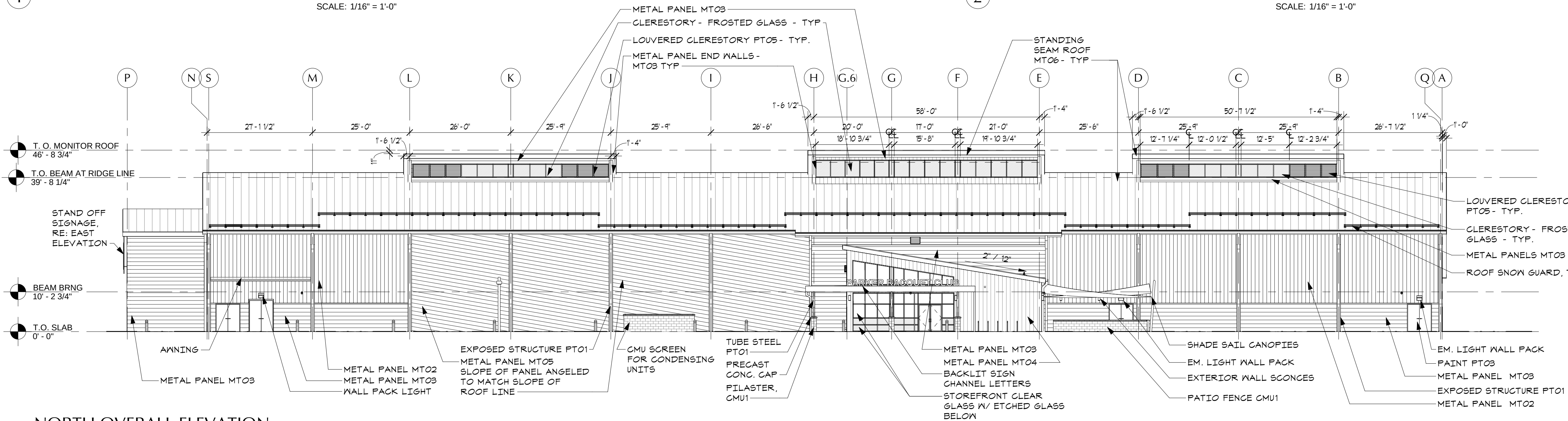
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AS100

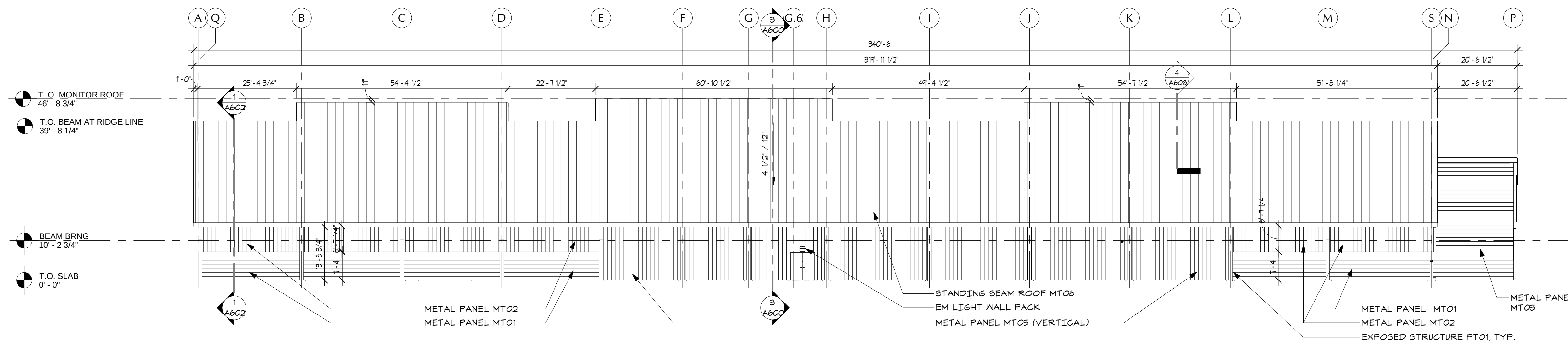


1 EAST OVERALL ELEVATION

2 WEST OVERALL ELEVATION



3 NORTH OVERALL ELEVATION



4 SOUTH OVERALL ELEV.

MATERIALS LEGEND

- METAL PANELS**
- MT01- MISTY GRAY - HORIZONTAL
 - MT02- CHARCOAL - VERTICAL
 - MT03- COPPER PENNY
 - MT04- SUNSET RED
 - MT05- LIGHT BLUE
 - MT06- GALVALUME
 - MT07- PERFORATED COPPER PENNY RAIL
- PAINT**
- PT01- SATIN SILVER
 - PT02- MISTY GRAY
 - PT03- COPPER PENNY
 - PT04- SUNSET RED
 - PT05- CHARCOAL

ELEVATION NOTES

1. TYPICAL ROOF - STANDING SEAM METAL ROOFING ON STANDARD METAL BUILDING SYSTEM PANELS
2. TYPICAL METAL SIDING - 3 TYPES OF STANDARD METAL BUILDING SYSTEM PANELS.
3. G.I. FLASHING - AT ALL ROOF TO WALL LOCATIONS, SADDLE, AND CRICKET LOCATIONS, AND WINDOW AND DOOR HEAD OPENINGS, TYP.
4. TYPICAL WINDOWS - CLEAR ANODIZED ALUMINUM STOREFRONT
5. AREA OF WALL AT WELCOME CENTER = 1,835 SF. AREA OF GLAZING AT WELCOME CENTER = 524 SF. THEREFORE PERCENT OF GLAZING AT WELCOME CENTER = 31%

TOWN APPROVAL SIGNATURE BLOCK

THE PLANS ARE REVIEWED FOR CONCEPT ONLY AND THE REVIEW DOES NOT IMPLY RESPONSIBILITY BY THE REVIEWING DEPARTMENT, THE DESIGNATED TOWN AUTHORITY OR OTHER APPOINTED PERSON, OR THE TOWN OF PARKER FOR ACCURACY AND CORRECTNESS OF CALCULATIONS, ENGINEERING, OR DESIGN. THE REVIEW DOES NOT IMPLY THAT QUANTITIES OF ITEMS INDICATED ON THE PLANS ARE THE FINAL QUANTITIES REQUIRED. THE REVIEW WILL NOT BE CONSTRUED FOR ANY REASON AS ACCEPTANCE OF FINANCIAL RESPONSIBILITY BY THE TOWN OR REVIEWING DEPARTMENTS FOR ANY COSTS, LABOR, OR MATERIAL THAT MAY BE REQUIRED DURING THE CONSTRUCTION PHASE. REVIEW IS EXCLUSIVELY LIMITED TO TOWN OF PARKER PUBLIC IMPROVEMENTS.

TOWN OF PARKER, PUBLIC WORKS DIRECTOR

DATE _____

TOWN OF PARKER, DESIGNATED TOWN AUTHORITY

DATE _____

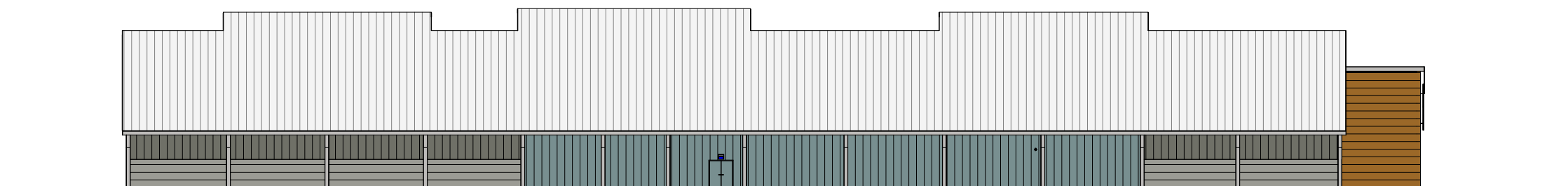
TOWN OF PARKER, DESIGNATED TOWN AUTHORITY

DATE _____



NORTH OVERALL ELEVATION

SCALE 1/32" = 1' - 0"



SOUTH OVERALL ELEVATION

SCALE 1/32" = 1' - 0"



WEST OVERALL ELEVATION

SCALE 1/32" = 1' - 0"



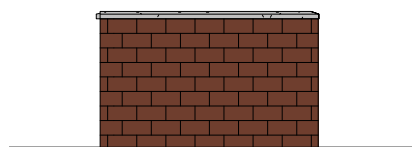
EAST OVERALL ELEVATION

SCALE 1/32" = 1' - 0"



TRASH ENCLOSURE FRONT

SCALE 1/8" = 1' - 0"



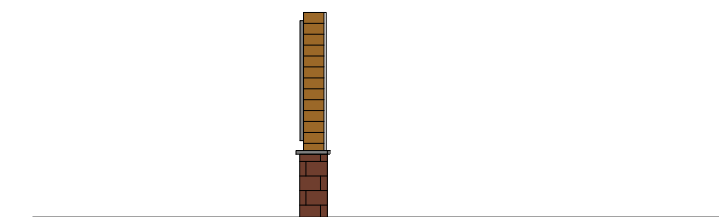
TRASH ENCLOSURE SIDES-TYPICAL

SCALE 1/8" = 1' - 0"



MONUMENT SIGN FRONT ELEVATION

SCALE 1/8" = 1' - 0"



MONUMENT SIGN SIDE ELEVATION

SCALE 1/8" = 1' - 0"



VIEWS FOR ARCHITECTURAL
MASSING ONLY - REFER TO MATERIAL BOARD
FOR ACTUAL COLORWAYS

SITE PLAN SUBMITTAL

DATE: DEC. 28, 2017

GROUND MATERIALS LEGEND

- 1

CONCRETE PAVING, RE: CIVIL
- 2

ASPHALT, RE: CIVIL
- 3

NOT USED
- 4

CRUSHER FINES, RE: DTL 3, SHEET L500
- 5

2'-4" RIVER ROCK, RE: DTL 3, SHEET L500

6

NOT USED

7

BLUE GRAMA NATIVE GRASS SEED

8

TOWN OF PARKER, NATIVE SEED MIX 3 (LOW-GROWTH MIX)

9

PLANTING AREA WITH 3" DEPTH WOOD MULCH

SIGHT TRIANGLE NOTES:

- A

PEDESTRIAN SIGHT TRIANGLES: NO ITEMS THAT ARE WIDER THAN 18" MAY BE TALLER THAN 30" WITHIN THE PEDESTRIAN SIGHT TRIANGLE.
- B

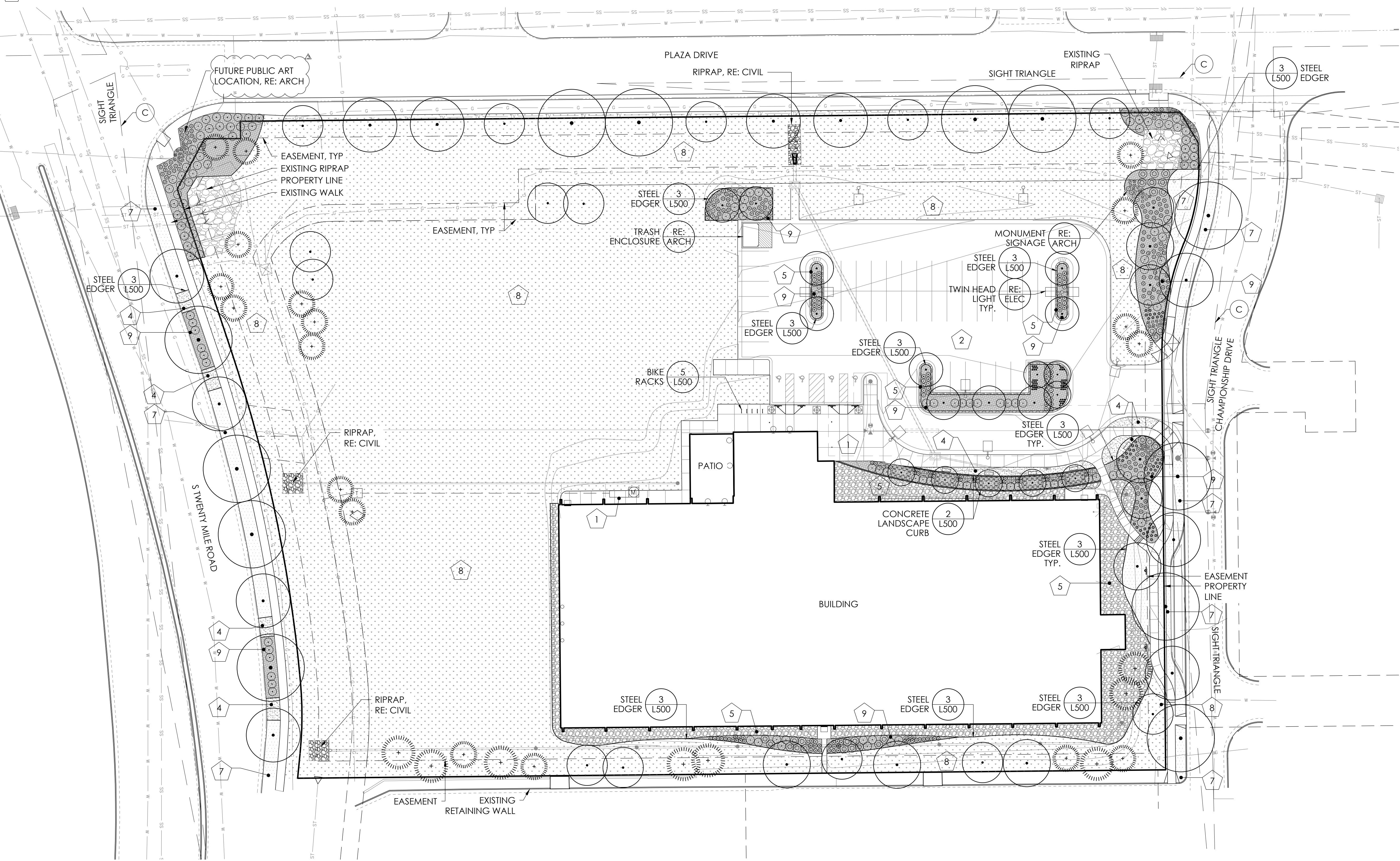
CORNER SIGHT TRIANGLES: NO ITEMS TALLER THAN 30" MAY BE PLACED WITHIN THE CORNER SIGHT TRIANGLE, EXCEPT FOR TRAFFIC CONTROL DEVICES AND EQUIPMENT.
- C

ROADWAY SIGHT TRIANGLES: NO ITEMS THAT ARE WIDER THAN 18" MAY BE TALLER THAN 30" WITHIN THE ROADWAY SIGHT TRIANGLE EXCEPT FOR STREET TREES AND TRAFFIC CONTROL DEVICES AND EQUIPMENT.

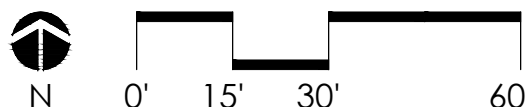
NOTE:

No substantial change from the approved landscape plan may occur without prior review of the Town of Parker and the Water and Sanitation District, which may require additional irrigation taps for changes due to more water intensive landscaping.

applicant signature



1 LANDSCAPE MATERIALS PLAN
SCALE: 1"=30'-0"



PARKER RACQUET CLUB

18396 PLAZA DRIVE,
PARKER, CO 80134



ISSUE:
SITE PLAN SUB.

DATE:

5/4/2017

REVISIONS:

11/06/2017

12/22/2017

1/25/2018

DRAWN BY:

CB/KM

REVIEWED BY:

KH

PROJECT #:

1402

DRAWING TITLE:

LANDSCAPE MATERIALS

PLAN

SHEET #:

L100



16550 TLEAZA DRIVE,
PARKER, CO 80134



DATE: _____

REVISIONS:

12/22/2017

17/23/2018

CB/KM

KH

PROJECT #:
1402

DRAWING TITLE:
LANDSCAPE PLANTING

TEXT

SHEET #:

1200

SITE QUANTITIES:

TOTAL SITE AREA: 213,458 SF
BUILDING: 45,424 SF
PATIO: 1,065 SF
PARKING: 28,179 SF
WALKS: 5,756 SF

LANDSCAPE AREA:

213,458 SF (TOTAL SITE)
- 80,424 SF (BLDG, PARKING, PATIO, WALKS)
133,034 SF TOTAL LANDSCAPE AREA

The Town of Parker review constitutes general compliance with the Town's Standards and approved variances, subject to these plans being stamped, signed, and dated by the professional engineer of record. Review by the Town does not constitute approval of the plan design or accuracy and correctness of engineering calculations. Errors in the design or calculations remain the responsibility of the registered professional engineer whose stamp and signature are affixed to this document.

This review does not constitute approval of any private on-site improvements which may be shown. Construction cannot commence until all required drainage/traffic report(s), final development plan(s), special review(s), grading permit, and/or other permits are complete, approved and on file with the Town of Parker.

Town of Parker, Director of Engineering

Date

PLANT MATERIALS SCHEDULE

QUAN.	SYM.	LATIN NAME	COMMON NAME	SIZE	SPACING
DECIDUOUS TREES					
4	BOA	QUERCUS MACROCARPA	BUR OAK	2.5" CAL.	SEE PLAN
10	CAL	CATALPA SPECIOSA	WESTERN CATALPA	2.5" CAL.	SEE PLAN
7	EOA	QUERCUS ROBUR	ENGLISH OAK	2.5" CAL.	SEE PLAN
4	HAC	CELTIS OCCIDENTALIS	COMMON HACKBERRY	2.5" CAL.	SEE PLAN
12	IMP	GLEDITSIA TRIACANTHOS 'INERMIS 'IMPERIAL'	IMPERIAL LOCUST	2.5" CAL.	SEE PLAN
8	KCT	GYMNOCLADUS DIOICUS	KENTUCKY COFFEETREE	2.5" CAL.	SEE PLAN
5	SKY	GLEDITSIA TRIACANTHOS 'SKYCOLE'	SKYLINE LOCUST	2.5" CAL.	SEE PLAN
6	SHA	GLEDITSIA TRIACANTHOS 'INERMIS 'SKYLINE'	SHADEMASTER LOCUST	2.5" CAL.	SEE PLAN
ORNAMENTAL TREES					
3	GMC	ACER GINNALA	AMUR MAPLE	10" CLUMP	SEE PLAN
5	HWM	ACER TATARICUM 'GARANN'	HOT WINGS MAPLE	2" CAL. 2.5" CAL.	SEE PLAN
EVERGREEN TREES					
19	AUS	PINUS NIGRA	AUSTRIAN PINE	6' HT.	SEE PLAN
7	PON	PINUS PONDEROSA	PONDEROSA PINE	6' HT.	SEE PLAN
DECIDUOUS SHRUBS					
61	BMS	CARYOPTERIS X CLANDONENSIS	BLUE MIST SPIREA	#5 CONT.	30"-36" O.C.
52	PBS	PRUNUS BESSEYI 'PAWNEE BUTTES'	PAWNEE BUTTES SAND CHERRY	#5 CONT.	54" O.C.
EVERGREEN SHRUBS					
29	BAR	JUNIPERUS HORIZONTALIS 'BAR HARBOR'	BAR HARBOR JUNIPER	#5 CONT.	54" O.C.
47	MMO	PINUS MUGO MUGHUS	MUGO PINE	#5 CONT.	30" O.C.
93	SBR	CYTISUS SCOPARIUS 'MOONLIGHT'	MOONLIGHT BROOM	#5 CONT.	54" O.C.
PERENNIALS					
33	CFW	ECHINEACEA PURPUREA 'ALBA'	WHITE CONEFLOWER	#1 CONT.	30" O.C.
50	GAY	LIATRIS SPICATA	GAYFEATHER	#1 CONT.	36" O.C.
34	PPN	PENSTEMON PINIFOLIUS	RED BEARDSTONGUE	#1 CONT.	30" O.C.
ORNAMENTAL GRASSES					
186	AVG	HELICTOTRICHON SEMPERVIRENS	BLUE AVENA GRASS	#1 CONT.	24"-42" O.C.
46	BFE	FESTUCA GLAUCA 'ELIJAH BLUE'	BLUE FESCUE GRASS	#1 CONT.	12"-30" O.C.
60	BLB	BOUTELOUA GRACILIS 'BLONDE AMBITION'	BLONDE AMBITION BLUE GRAMA	#1 CONT.	12"-18" O.C.

BLUE GRAMA NATIVE GRASS SEED (4,882 SF)	TOWN OF PARKER, NATIVE SEED MIX 3 - LOW-GROWTH MIX (117,320 SF) 25% EPHRAIM CRESTED WHEATGRASS 23% SHEEP FESCUE 18% PERENNIAL RYEGRASS 13% CANADA BLUEGRASS 12% BARLEY OR OATS 9% BLUE FESCUE
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MAINTENANCE REQUIREMENTS:

- ALL PLANTINGS SHALL BE MAINTAINED IN A HEALTHY AND ATTRACTIVE MANNER, AS DETERMINED BY THE TOWN. MAINTENANCE SHALL BE CONDUCTED BY THE PROPERTY OWNER OF RECORD, THE PROPERTY OWNER'S AGENT OR TENANT OR A HOMEOWNERS' ASSOCIATION WHICH HAS ASSUMED LANDSCAPE MAINTENANCE RESPONSIBILITY. ALL ORNAMENTAL LANDSCAPING SHALL BE MAINTAINED FREE FROM DISEASE, PESTS, WEEDS AND LITTER. MAINTENANCE SHALL INCLUDE, BUT NOT BE LIMITED TO, WATERING, FERTILIZING, WEEDING, CLEANING, MOWING, EDGING, MULCHING, PRUNING, TRIMMING, SPRAYING, CULTIVATING OR OTHER MAINTENANCE AS NEEDED AND IN ACCORDANCE WITH ACCEPTABLE HORTICULTURAL PRACTICES. AREAS OF NATIVE OR NATURALIZED LANDSCAPE ARE EXEMPT FROM THIS LEVEL OF MAINTENANCE. ACCEPTABLE MAINTENANCE OF NATIVE PLANTS INCLUDES, BUT IS NOT LIMITED TO, REMOVAL OF DEAD OR DISEASED PLANTS, WEED CONTROL AND SEASONAL MOWING.
- DEAD PLANT MATERIALS SHALL BE REMOVED AND REPLACED WITH HEALTHY PLANTING MATERIALS OF COMPARABLE SIZE AND SPECIES THAT MEET THE ORIGINAL INTENT OF THE APPROVED LANDSCAPE DESIGN WITHIN FORTY-FIVE (45) DAYS OF THEIR DEATH, UNLESS SEASONAL CONDITIONS PROHIBIT REMOVAL AND REPLACEMENT. IN SUCH CASE, THE REMOVAL AND REPLACEMENT SHALL OCCUR WITHIN A REASONABLE PERIOD OF TIME APPROVED BY THE TOWN.
- NONLIVING LANDSCAPE MATERIALS SUCH AS ROCK, STONE, BARK CHIPS AND SHAVINGS WHICH NO LONGER COVER THE AREA IN WHICH THEY WERE ORIGINALLY DEPOSITED SHALL BE REGULARLY REPLISHED TO MAINTAIN THE FULL COVERAGE TO A MINIMUM DEPTH OF THREE (3) INCHES FOR ROCK MULCHES AND FOUR (4) INCHES FOR WOOD MULCH.
- LANDSCAPING STRUCTURAL FEATURES (E.G., FENCING, WALLS, PLANTER BOXES) AND SITE FURNISHINGS SHALL BE MAINTAINED IN A SOUND, STRUCTURAL AND ATTRACTIVE CONDITION.
- IRRIGATION SYSTEMS ARE TO BE MONITORED AND ADJUSTED PERIODICALLY TO ENSURE THAT THE WATER DEMANDS OF ALL PLANT MATERIALS ARE BEING MET.
- IRRIGATION SYSTEM REPAIRS SHALL BE MADE WITHIN SEVEN (7) DAYS OF DISCOVERY OF DAMAGE, UNLESS SEASONAL CONDITIONS PROHIBIT REPAIRS.
- LANDSCAPED AREAS SHALL BE FREE FROM TRASH AND DEBRIS.
- FAILURE TO REPLACE DEAD LANDSCAPE MATERIALS WITHIN A REASONABLE PERIOD OF TIME, AS SPECIFIED IN PARAGRAPH (2) ABOVE, SHALL BE CONSIDERED A VIOLATION OF THE SITE PLAN APPROVAL AND IS SUBJECT TO THE ENFORCEMENT AND PENALTY PROVISIONS OF THIS TITLE.

TABLE OF LANDSCAPE REQUIREMENTS

REQUIREMENT REFERENCE	REQUIREMENT	QUANTITY	LIVE LANDSCAPE AREA REQUIRED	LANDSCAPE AREA PROVIDED	PLANTS REQUIRED	PLANTS PROVIDED
13.06.070.I.2.a Minimum Site Landscaping Standards	At maturity, at least seventy-five percent (75%) of the landscaped area shall have a ground cover of living plant material, including, but not limited to, trees, shrubs, ground cover, turf or seed and other recognized perennial ground covering plant materials. Deciduous tree canopies shall not be included in the calculation.	133,034 SF	99,775 SF	5,905 SF BLUE GRAMA 117,015 SF NATIVE SEED MIX 3 11,029 SF PLANTING 134,254 SF TOTAL		
13.06.070.I.5 Plant Quantities	In all required landscaped areas, except within public rights-of-way, one (1) tree and five (5) shrubs shall be planted for each one thousand and five hundred (1,500) square feet of lot area not covered by a building or required parking.	133,034 SF			89 TREES 445 SHRUBS	90 TREES 282 SHRUBS 97 ORN. GRASSES (SEE BELOW) 379 SHRUBS TOTAL**
13.06.070.I.5.b Ornamental Grass Substitution	One (1) ornamental grass in a five-gallon container or three (3) ornamental grasses in one-gallon containers may be substituted for one (1) shrub.				SUBSTITUTIONS:	62 AVG (186 #1's) 15 BFE (46 #1's) 20 BLB (60 #1's) 97 TOTAL
13.06.070.I.5.c Evergreen Trees	A minimum of twenty-five (25%) and maximum of fifty percent (50%) shall be evergreen trees.				23-45	26
13.06.070.m Streetscape Landscaping	One (1) tree every 40' linear feet S Twenty Mile Plaza Drive Championship Drive	350 LF 555 LF 330 LF			9 TREES 14 TREES 8 TREES	8 TREES* 13 TREES* 7 TREES*
13.06.070.n Perimeter Landscaping	One (1) tree and five (5) shrubs every 40' linear feet	516 LF			13 TREES 65 SHRUBS	17 TREES 82 SHRUBS
13.06.070.o.4.b Parking Island Landscape	One (1) tree and five (5) shrubs shall be planted for each incremental one hundred sixty-two (162) square feet. For each incremental fifteen (15) square feet, an additional shrub shall be planted. One (1) tree may be substituted for ten (10) shrubs when approved during the site plan process.	1,556 SF 266 SF 266 SF			10 TREES, 57 SHRUBS 1 TREE, 14 SHRUBS 1 TREE, 14 SHRUBS	7 TREES*, 59 SHRUBS ORN. GRASS SUBSTITUTION: 20 BLB (60 #1's) 2 TREES, 14 SHRUBS 2 TREES, 14 SHRUBS

NOTES:

- *THE REQUIRED MINIMUM CANNOT BE MET BECAUSE OF UTILITIES OR BECAUSE OF A SIGHT TRIANGLE. THESE REQUIRED TREES HAVE BEEN RELOCATED TO OTHER AREAS ON-SITE.
**NO LANDSCAPING REQUIREMENT HAVE BEEN REDUCED, BUT RATHER REALLOCATED OR REMOVED AND THE PLAN STILL MEETS THE TOWN'S REQUIREMENTS.

GENERAL NOTES:

- CONSTRUCTION SHALL CONFORM TO ALL APPLICABLE STATE AND LOCAL CODES AND REGULATIONS.
- CONTRACTOR TO CONTACT THE UTILITY NOTIFICATION CENTER OF COLORADO BEFORE DIGGING, INCLUDING BUT NOT LIMITED TO, TRENCHING, SHRUB AND TREE PLANTING PITS. IF UTILITIES OCCUR WITHIN (3) THREE FEET OF PROPOSED FOOTINGS, THE CONTRACTOR SHALL REPORT SUCH CONDITIONS TO THE OWNER.
- CONTRACTOR IS RESPONSIBLE FOR FULL ON-SITE INVESTIGATIONS AS NEEDED IN ORDER TO GAIN A FULL UNDERSTANDING OF EXISTING CONDITIONS PRIOR TO CONSTRUCTION. FAILURE TO INSPECT THE SITE PRIOR TO CONSTRUCTION SHALL NOT BE CAUSE FOR REQUESTING ADDITIONAL MONIES BY THE CONTRACTOR.
- THE CONTRACTOR SHALL OBTAIN, AT HIS EXPENSE, ALL PERMITS WHICH ARE NECESSARY TO PERFORM THE PROPOSED WORK.
- THE LANDSCAPE ARCHITECT IS NOT RESPONSIBLE FOR THE CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES OR FOR SAFETY PRECAUTIONS OR PROBLEMS UTILIZED IN CONNECTION WITH THE WORK, AND HE/SHE WILL NOT BE RESPONSIBLE FOR THE CONTRACTOR'S FAILURE TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
- VERIFY ALL CONDITIONS AT THE JOB SITE AND NOTIFY LANDSCAPE ARCHITECT AND THE OWNER'S REP. IMMEDIATELY OF ANY DIMENSIONAL ERRORS, OMISSIONS OR DISCREPANCIES PRIOR TO ANY DEMOLITION OR CONSTRUCTION.

LANDSCAPE NOTES:

- ALL NEW LANDSCAPE AND IRRIGATION SHALL BE UNDER WARRANTY FOR A PERIOD OF (1) ONE YEAR. THE WARRANTY PERIOD SHALL COMMENCE ONCE ALL PUNCH LIST ITEMS ARE SATISFACTORY COMPLETED AND A LETTER OF FINAL COMPLETION IS PROVIDED FROM THE OWNER'S REPRESENTATIVE. ALL LANDSCAPE AND IRRIGATION MAINTENANCE SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR 1 YEAR AFTER THE FINAL COMPLETION IS PROVIDED IN WRITING.
- PLANT MATERIAL AND BED LOCATIONS TO BE STAKED BY THE LANDSCAPE CONTRACTOR FOR REVIEW BY THE OWNER'S REPRESENTATIVE OR LANDSCAPE ARCHITECT. ALL ADJUSTMENTS SHALL BE MADE BY THE CONTRACTOR. THE CONTRACTOR SHALL NOT DIG PLANT PITS UNTIL LOCATIONS ARE APPROVED. ROUGH GRADING TO PLUS OR MINUS ONE TENTH OF A FOOT BY GENERAL CONTRACTOR. LANDSCAPE CONTRACTOR TO PROVIDE FINISH GRADING IN ALL LANDSCAPE AREAS. LANDSCAPE CONTRACTOR TO APPROVE ROUGH GRADES PRIOR TO MOBILIZATION. MOBILIZATION ON THE PART OF THE LANDSCAPE CONTRACTOR WILL INDICATE THAT ROUGH GRADING IS ACCEPTABLE TO THE LANDSCAPE CONTRACTOR, AND THEREFORE BE RESPONSIBLE FOR PROVIDING ALL FINISHED GRADES TO MEET THE CIVIL GRADING PLANS.
- NOTIFY LANDSCAPE ARCHITECT PRIOR TO INSTALLATION FOR TREE AND SHRUB INSPECTION ON-SITE. LANDSCAPE PLANT MATERIALS MAY BE REJECTED AT ANY TIME DUE TO ISSUES OF QUALITY.
- ALL NEW LANDSCAPE AREAS SHALL BE IRRIGATED BY A COMMERCIAL GRADE, FULLY AUTOMATIC UNDERGROUND IRRIGATION SYSTEM. TREES, SHRUBS, AND DECORATIVE GRASSES SHALL BE IRRIGATED BY A SEPARATE ZONE FROM SOD/GRASS; THIS INCLUDES TREES PLANTED IN SOD/GRASS AREA. THE IRRIGATION SYSTEM IS TO HAVE A RAIN SENSOR SHUTOFF INSTALLED. IRRIGATION TO BE DESIGN/BUILD. CONTRACTOR IS RESPONSIBLE FOR COORDINATION WITH ARCHITECT, LANDSCAPE ARCHITECT, AND MECHANICAL AND FOR GENERATION OF AN IRRIGATION PLAN FOR REVIEW WITH AS BUILT PLAN AS REQUIRED.
- ALL PLANT MATERIAL SHALL MEET OR EXCEED CURRENT AMERICAN STANDARD FOR NURSERY STOCK ANSI Z60.1 AND THE COLORADO NURSERY ACT AND ACCOMPANYING RULE AND REGULATIONS. TRUNK-WRAP TAPE: TWO LAYERS OF CRINKLED PAPER CEMENTED TOGETHER WITH BITUMINOUS MATERIAL, 4 INCHES (102 MM) WIDE MIN.
- WRAPPING TREE TRUNKS: WRAP TREES WITH TRUNK-WRAP TAPE. START AT BASE OF TRUNK AND SPIRAL COVER TRUNK TO HEIGHT OF FIRST BRANCHES. OVERLAP WRAP, EXPOSING HALF THE WIDTH, AND SECURELY ATTACH WITHOUT CAUSING GIRDLING. DO NOT USE STAPLES. INSPECT TREE TRUNKS FOR INJURY, IMPROPER PRUNING, AND INSECT INFESTATION AND TAKE CORRECTIVE MEASURES REQUIRED BEFORE WRAPPING. DO NOT WRAP ROUGH BARK, POPULUS OR GLEDITSIA TREES. REMOVE WRAP IN SPRING.
- NO TREE SHALL BE WRAPPED AFTER MAY 21 OR BEFORE NOVEMBER 1.
- ALL DECIDUOUS TREES SHALL BE WRAPPED BY NOV. 15. REMOVE TREE WRAP BY MAY 15.
- CONTRACTOR SHALL BE RESPONSIBLE FOR WRAPPING AND UNWRAPPING TREES DURING THE WARRANTY PERIOD.
- MULCH AT PLANTING BEDS: ORGANIC MULCH FREE FROM DELETERIOUS MATERIALS AND SUITABLE AS A TOP DRESSING OF TREES AND SHRUBS, CONSISTING OF SHREDDED CEDAR NOT LARGER THAN FOUR INCHES (4") IN LENGTH. SUBMIT 1.0 CF SAMPLE FOR APPROVAL.

SOIL CONDITIONER:

- COMPOSTED MATERIAL SHALL BE FREE FROM CLAY SUBSOIL, MOUNTAIN PEAT, SAND, GYPSUM, STONES, LUMPS, PLANTS OR THEIR ROOTS, STICKS, WEED STOLONS, AND SEEDS, HIGH SALT CONTENT AND OTHER MATERIALS HARMFUL TO PLANT LIFE, AND HAVING THE FOLLOWING CHARACTERISTICS BASED ON A NUTRIENT TEST PERFORMED NO LONGER THAN 3 MONTHS PRIOR TO ITS INCORPORATION INTO THE PROJECT:
 - ORGANIC MATTER: 25% MINIMUM.
 - SALT CONTENT: 6.0 MMHOS/CM MAXIMUM.
 - PH: 8.0 MAXIMUM.
 - CARBON TO NITROGEN RATIO OF 15:1 TO 30:1.
 - PARTICLE SIZE NO PARTICLE SMALLER THAN SILT OR CLAY SIZE, OR LARGER THAN 1/2" DIAMETER
- APPLICATION RATE SHALL BE 4 CUBIC YARDS PER 1000 SQUARE FEET. ACCEPTABLE PRODUCT: CLASS I COMPOST, SUCH AS ECOGRO OR BIO-COMP, AS PROVIDED BY A1 ORGANICS, EATON, CO, OR APPROVED EQUAL.
- FINISH GRADE TO BE BELOW THE EDGE OF PAVEMENT PRIOR TO SODDING OR PLANTING:
 - SEEDED/SODDED AREAS: ALLOW 1 INCH FOR SOD.
 - PLANTED AREAS: ALLOW 3 INCHES FOR MULCH.
- SOIL ANALYSIS, BULK DENSITY TESTING AND REMEDIATION REQUIRED WHEN REMOVING HARDSCAPE TO PLANT TREES; INCLUDING BUT NOT LIMITED TO CONCRETE, ASPHALT, PAVERS, BRICK.
 - DEEP SOIL ANALYSIS TO 24" DEPTH REQUIRED FROM CREDITED, LOCAL SOIL ANALYSIS LABORATORY WITH EXPERIENCE IN LOCAL URBAN SOILS.
 - ANALYSIS MUST DETERMINE SOIL TEXTURE AND TYPE, PH BALANCE, SOIL SALINITY, ORGANIC MATTER (OM) PERCENTAGE, AND PLANT AVAILABLE NUTRIENTS.
 - SOIL REMEDIATION REQUIRED BASED ON SOIL ANALYSIS.

SOIL PREPARATION IN TURF GRASS AREAS AND PLANTING BEDS:

- APPLY AMENDMENTS AT THE FOLLOWING RATES:
 - SOIL CONDITIONER: 4 CUBIC YARDS PER 1000 SQUARE FEET
 - DIAMMONIUM PHOSPHATE: 2 LBS. OF NITROGEN PER 1000 SQUARE FEET UNLESS OTHERWISE INDICATED BY THE SOILS TEST.
- AFTER APPLYING SOIL CONDITIONER AND FERTILIZER, THOROUGHLY TILL AREA TO DEPTH OF 6" MINIMUM BY PLOWING, HARROWING, OR DISKING UNTIL SOIL IS WELL PULVERIZED AND THOROUGHLY MIXED.



PARKER RACQUET CLUB

18396 PLAZA DRIVE,
PARKER, CO 80134



ISSUE:

SITE PLAN SUB.

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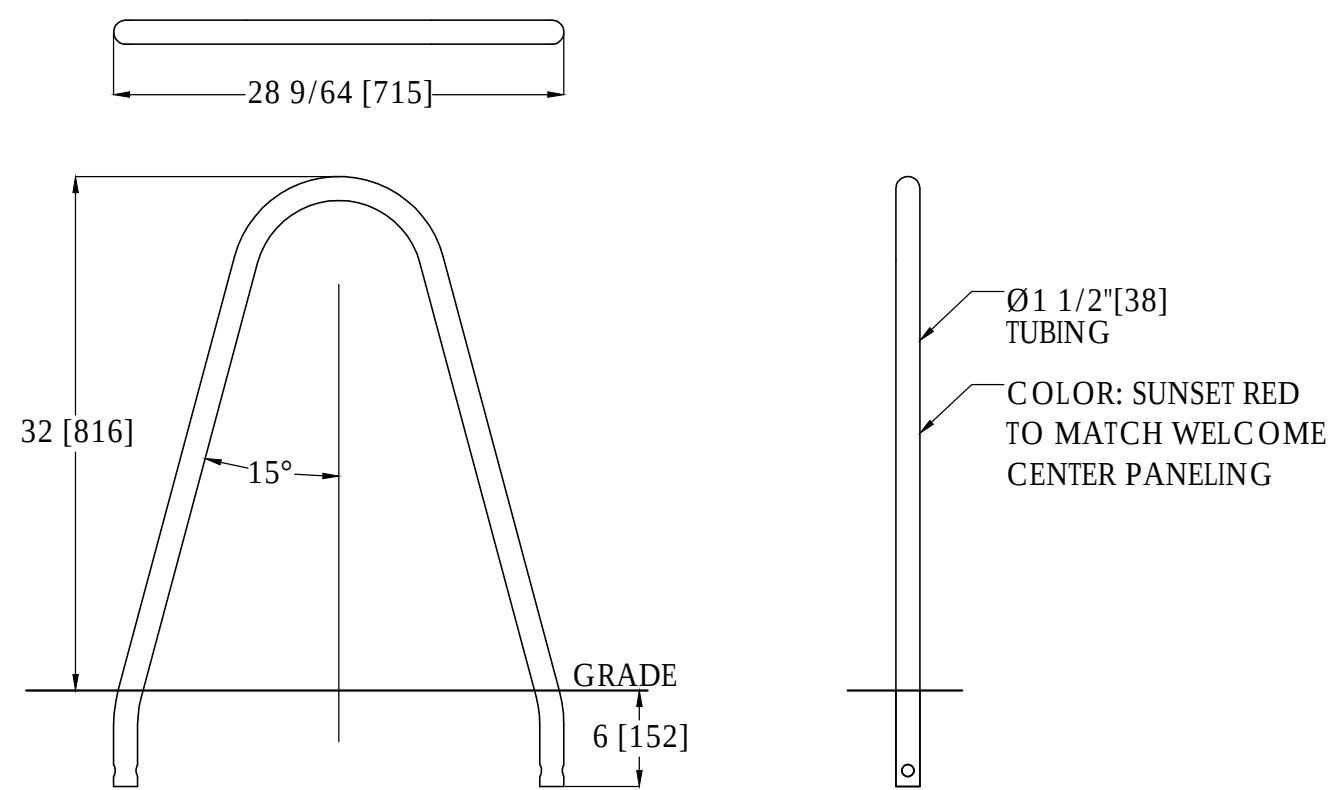
LANDSCAPE NOTES

SHEET #:

L300

1 NOT USED

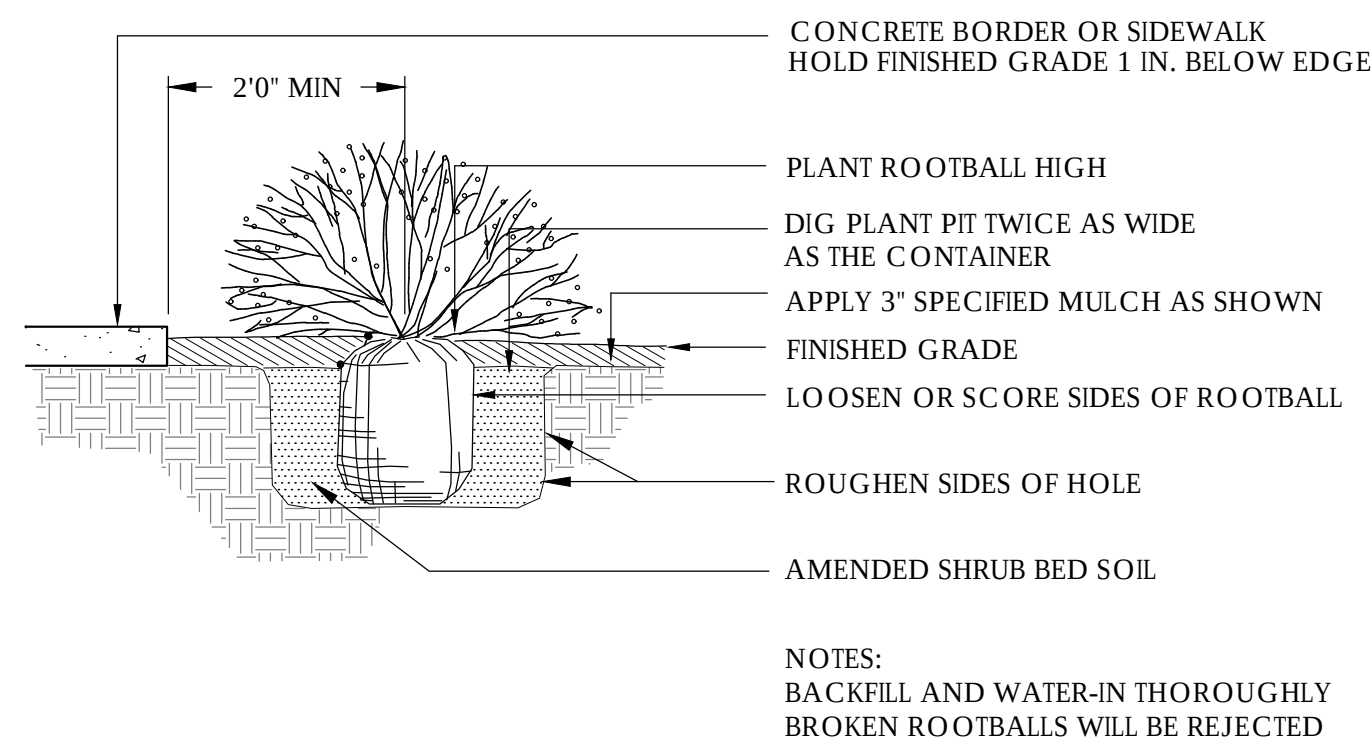
BOLA
BIKE RACK, EMBEDDED
Product Drawing
Date: 11/5/2014
www.landscapiforms.com
Ph: 800.521.2546



Drawing: BO661-01
Dimensions are in inches [mm]
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4 BIKE RACK
SCALE: N.T.S.

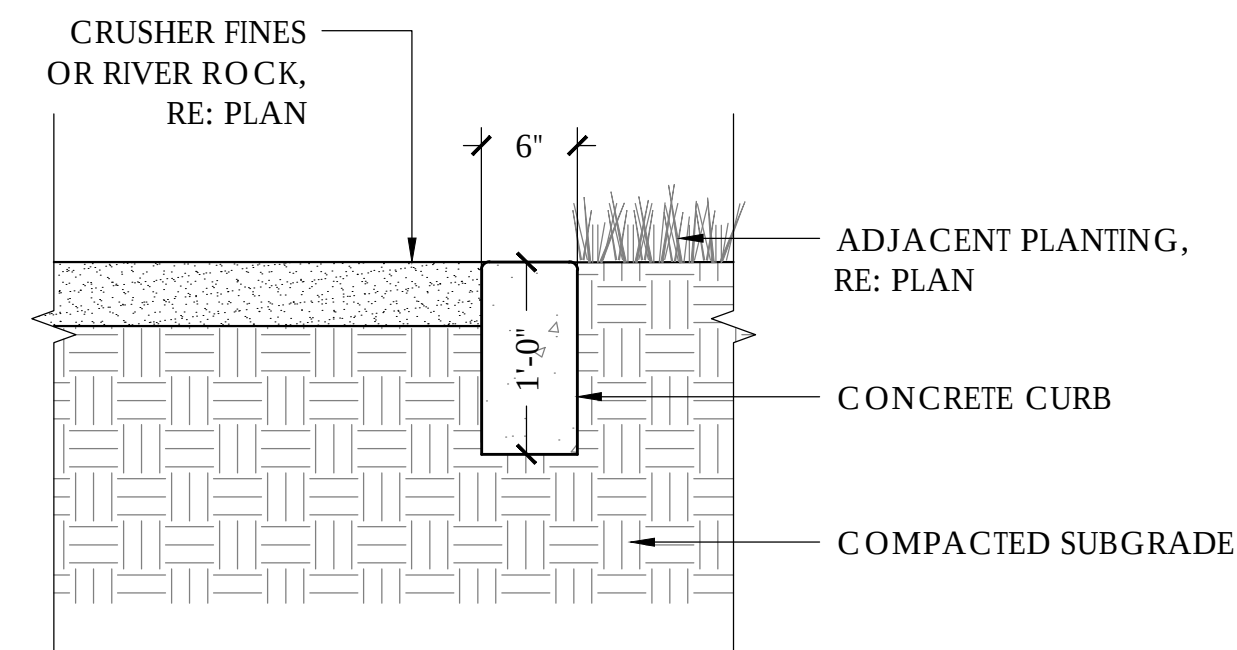
PRUNE ALL DAMAGED OR DEAD WOOD IMMEDIATELY PRIOR TO PLANTING



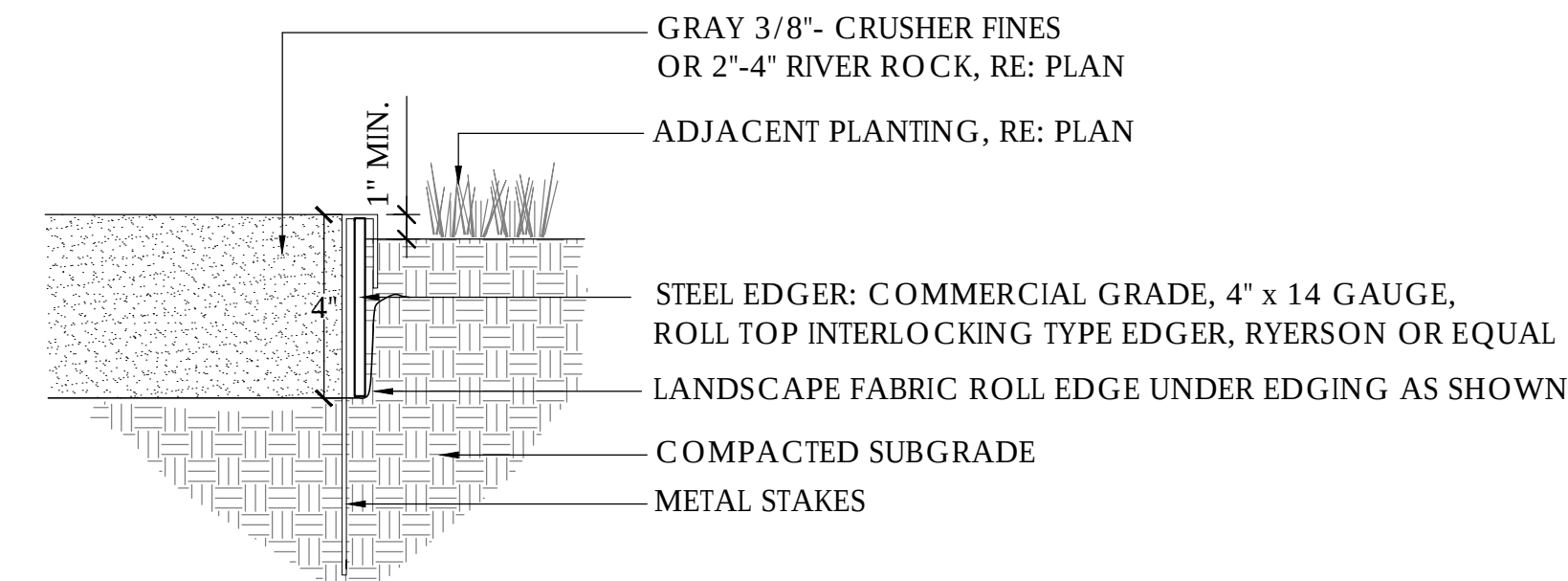
5 SHRUB PLANTING DETAIL
SCALE: 3/4"=1'-0"

- EXCAVATE PLANTING HOLES WITH SLOPING SIDES. MAKE EXCAVATIONS AT LEAST THREE TIMES AS WIDE AS THE ROOT BALL DIAMETER AND NO DEEPER THAN THE DISTANCE FROM THE TOP MOST ROOTS IN THE ROOT BALL TO THE BOTTOM OF THE ROOT BALL TO ALLOW FOR SETTLING. DO NOT DISTURB SOIL AT THE BOTTOM OF PLANTING HOLES, BUT DO SCORE THE SIDES OF THE PLANTING HOLE. THE PLANTING AREA SHALL BE LOOSENED AND AERATED AT LEAST THREE TIMES THE DIAMETER OF THE ROOT BALL. BACKFILL SHALL CONSIST OF EXISTING ON SITE TOPSOIL - NO AMENDMENTS SHALL BE USED UNLESS OTHERWISE SPECIFIED.
- TREES SHALL BE PLANTED WITH THE ROOT COLLAR/FLARE VISIBLE ABOVE GRADE AND TWO OR MORE STRUCTURAL ROOTS LOCATED WITHIN THE TOP 1" TO 2" OF THE ROOT BALL/FINISHED GRADE MEASURED 3" - 4" FROM TRUNK. THIS INCLUDES TREES THAT ARE SET ON SLOPES (SEE SLOPE PLANTING DETAIL). TREES THAT DO NOT HAVE A VISIBLE ROOT COLLAR SHALL BE REJECTED. DO NOT COVER THE ROOT BALL WITH SOIL.
- WHEN ROOT BALL WILL REMAIN INTACT, CUT OFF BOTTOM 1/4 OF WIRE BASKET BEFORE PLACING TREE IN HOLE, CUT OFF REMAINDER OF BASKET AFTER TREE IS SET IN HOLE, REMOVE BASKET COMPLETELY. AT A MINIMUM, THE TOP 2/3 OF THE BURLAP AND BASKET SHALL BE REMOVED FROM THE ROOT BALL ON ALL TREES. REMOVE ALL NYLON TIES, TWINE, ROPE AND BURLAP. REMOVE UNNECESSARY PACKING MATERIAL.
- FORM SOIL INTO A 3" TO 5" TALL WATERING RING (SAUCER) AROUND PLANTING AREA. THIS IS NOT NECESSARY IN IRRIGATED TURF AREAS. APPLY 2" TO 4" DEPTH OF SPECIFIED MULCH OVER PLANTING AREA AND INSIDE SAUCERS, AWAY FROM TRUNK.
- STAKING AND GUYING OF TREES IS OPTIONAL IN MOST PLANTING SITUATIONS. IN AREAS OF EXTREME WINDS, OR ON STEEP SLOPES, STAKING MAY BE REQUIRED TO STABILIZE TREES. STAKING AND GUYING MUST BE REMOVED WITHIN 1 YEAR OF PLANTING DATE.
- TREE WRAP IS NOT TO BE USED ON ANY NEW PLANTINGS, EXCEPT IN LATE FALL PLANTING SITUATIONS, AND ONLY THEN AFTER CONSULTATION WITH THE TOWN ARBORIST.
- RESETTING OF IMPROPERLY PLANTED TREES WILL ONLY BE ALLOWED IF IT IS DETERMINED THAT DOING SO WILL IN NO WAY COMPROMISE THE ROOT BALL, AND SHALL ONLY BE DONE WITH APPROVAL OF THE TOWN ARBORIST.

6 TREE PLANTING
SCALE: N.T.S.

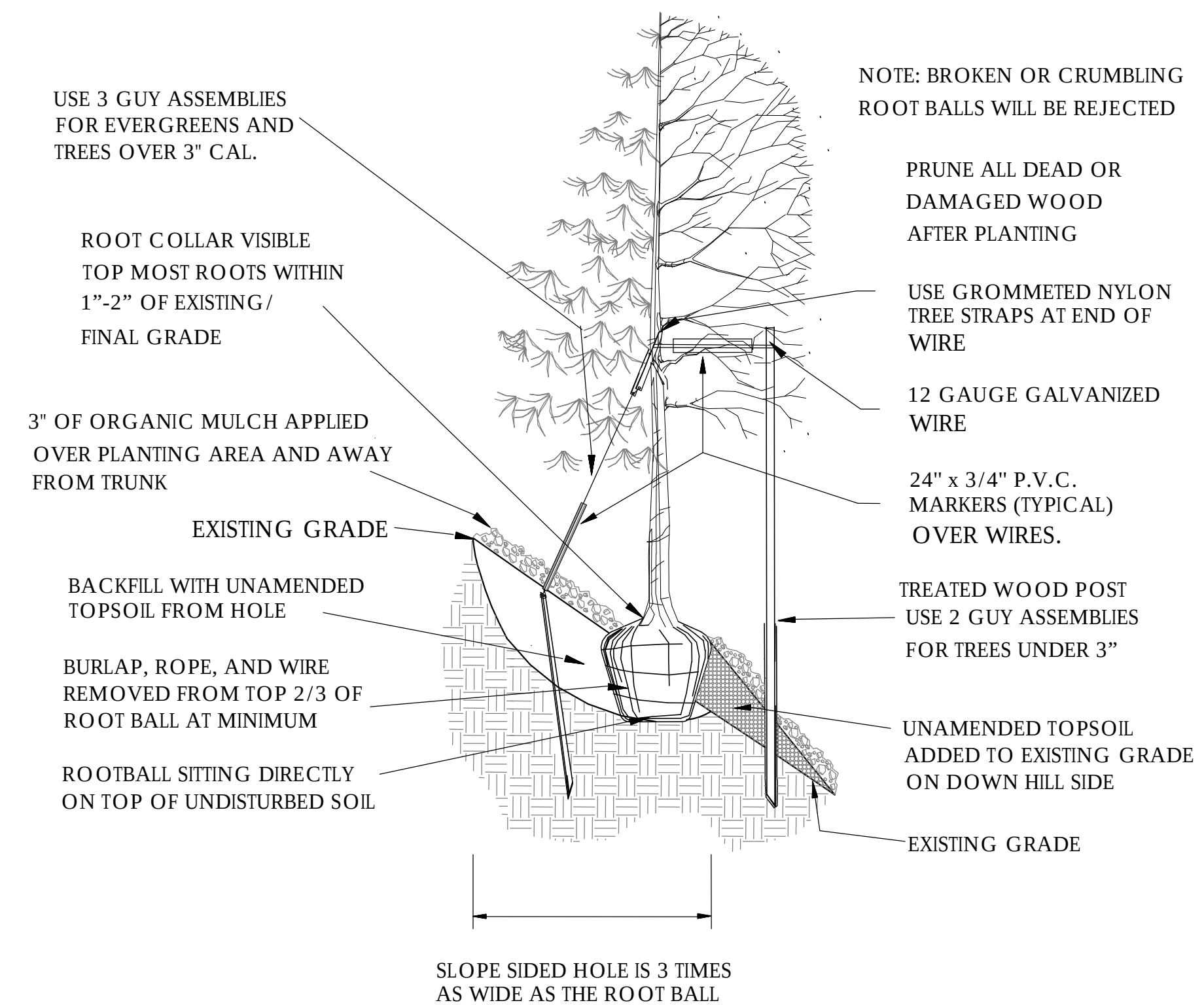


2 CONCRETE LANDSCAPE CURB
SCALE: 1"=1'-0"

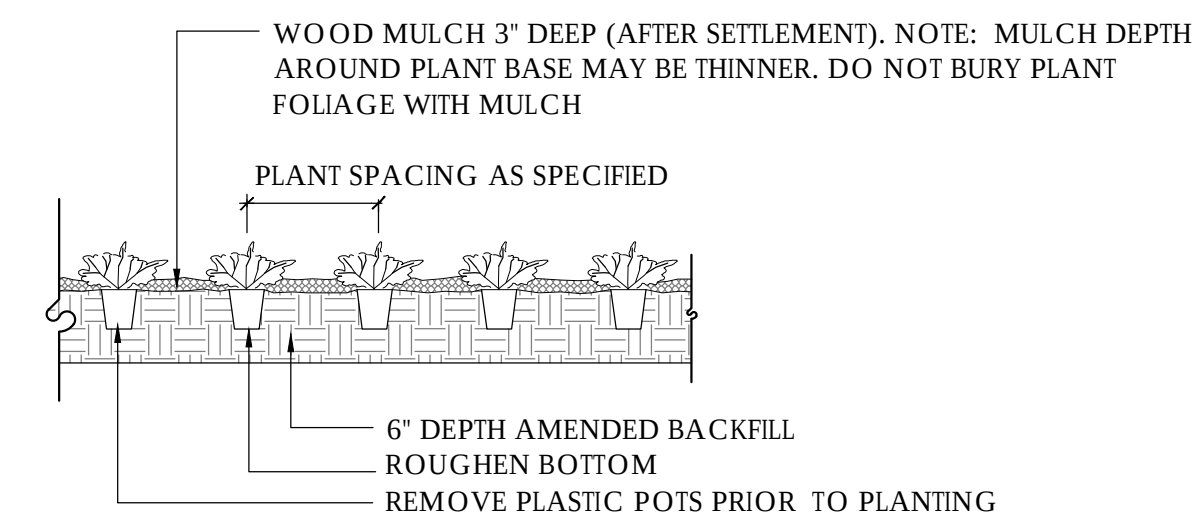


- NOTES:
- CONTRACTOR TO SUBMIT SAMPLE PRIOR TO ORDERING MATERIAL OR DELIVERING TO SITE.
 - NO EDGER REQUIRED WHEN CRUSHER FINES IS ADJACENT TO PAVEMENT, BORDER, OR WALLS.
 - SET ALL EDGING 1" ABOVE FINISH GRADE AS SHOWN.
 - EDGING SHALL ABUT ALL CONCRETE CURBS AND WALKS PERPENDICULAR, AND FLUSH W/ GRADES OF CONCRETE
 - ALL JOINTS TO BE SECURELY STAKED.
 - CONTRACTOR SHALL CUT TOP EDGE(S) AS NEEDED TO BE PARALLEL WITH GRADE.

3 CRUSHER FINES & STEEL EDGER
SCALE: 1"=1'-0"



7 TREE PLANTING ON SLOPE
SCALE: N.T.S.



8 PERENNIAL PLANTING DETAIL
SCALE: N.T.S.

LIGHTING FIXTURE SCHEDULE												
TYPE	DESCRIPTION	MANUFACTURER	CATALOG NUMBER	VOLTAGE	LAMP QTY	LAMP WATT	LAMP TYPE	LUMEN OUTPUT	MAX WATTS	MOUNTING LOCATION	INFO	NOTES
EA1	THIN-HEAD, FULL CUTOFF, TYPE 4 DIST. PARKING AREA LUMINAIRE	PHILIPS-GARDCO	6L13-2-4-85LA-8035-NH-UNV-XXX	UNIV	2	86	LED	16346	112	POLE GROUND	25'-0" TOF	
EA2	SINGLE-HEAD, FULL-CUTOFF, TYPE 3 DIST. PARKING AREA LUMINAIRE	PHILIPS-GARDCO	6L13-1-3-85LA-8035-NH-UNV-XXX	UNIV	1	86	LED	8173	86	POLE GROUND	25'-0" TOF	
EA3	SINGLE-HEAD, FULL-CUTOFF, TYPE 4 DIST. PARKING AREA LUMINAIRE	PHILIPS-GARDCO	6L13-1-4-85LA-8035-NH-UNV-XXX	UNIV	1	86	LED	8173	86	POLE GROUND	25'-0" TOF	
EA4	PEDESTRIAN SCALE DECORATIVE LIGHT POLE	LANDSCAPE FORMS	6L-048L3-035F-30K-UVI-12-NTN	UNIV	1	50	LED	3103	50	POLE GROUND	12'-6" OFH	
EB1	LED PEDESTRIAN BOLLARD	LANDSCAPE FORMS	6L-006L4-035-30K-UVI-5M	UNIV	1	8	LED	312	8	POLE GROUND	3'-3" OFH	
EB2	LED SLOW ORB BOLLARD, 21" TALL	SLV LIGHTING	3232035U-143432U	UNIV	1	6	LED	300	6	POLE GROUND	21'56" OFH	
EB3	LED SLOW ORB BOLLARD, 17" MEDIUM	SLV LIGHTING	3232025U-143432U	UNIV	1	6	LED	300	6	POLE GROUND	17'32" OFH	
EB4	LED SLOW ORB BOLLARD, 10" TALL	SLV LIGHTING	3232015U-143432U	UNIV	1	6	LED	300	6	POLE GROUND	10'63" OFH	
ED1	EXTERIOR LED DOWNLIGHT	RAYON DOWNLIGHTING	RVC6-10-30-UNV-ID-50-6R4-XXX-FN-NL	UNIV	1	15	LED	1000	15	RECESSED CEILING	7'-1/2" RFD	
ED2	EXTERIOR LED DOWNLIGHT, HIGH OUTPUT	RAYON DOWNLIGHTING	RVC6-28-30-UNV-ID-50-6R4-XXX-FN-NL	UNIV	1	36	LED	2800	36	RECESSED CEILING	7'-1/2" RFD	
EN1EM	EXTERIOR WALLPACK WITH EMERGENCY	PHILIPS-GARDCO	10TL-16L-530-WMS1-3-EBPC-UNV-DD-FI-XX	UNIV	1	28	LED	2681	28	SURFACE WALL	10'-0" BOF	
EW2	EXTERIOR DECORATIVE WALLSCONCE	HINKLEY LIGHTING, INC.	LUNA 1660BZ-LED	120	2	15	LED	600	15	SURFACE WALL	8'-0" BOF	

ABBREVIATIONS: BOF - BOTTOM OF FIXTURE, RFD - RECESSED FIXTURE DEPTH, OFH - OVERALL FIXTURE HEIGHT, AFF(AGS) - ABOVE FINISHED FLOOR (GRADE), WFD - WALL FIXTURE DEPTH

GENERAL NOTES:

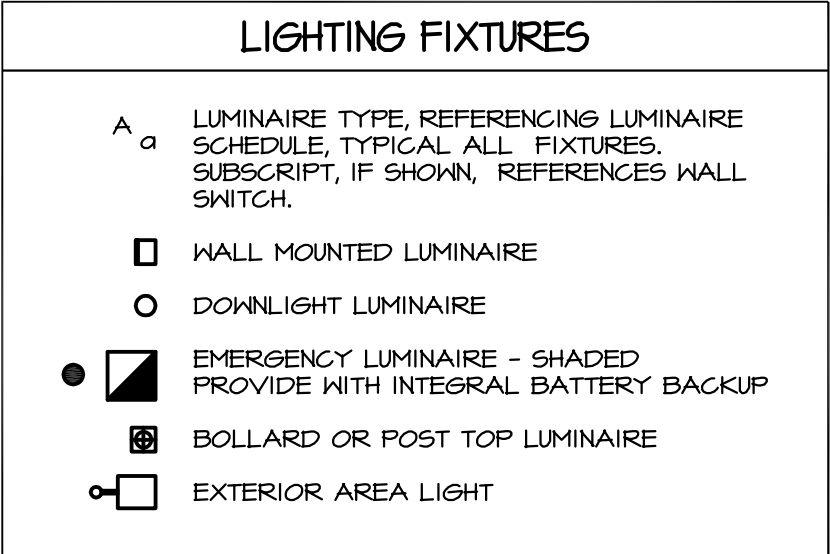
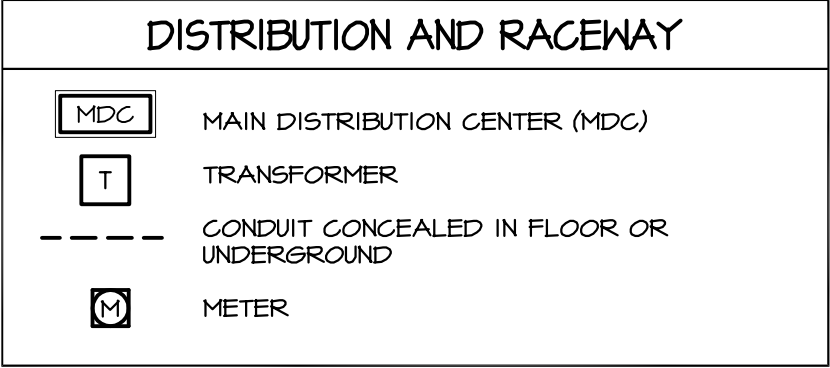
A. ALL FLUORESCENT AND LED LAMPS TO BE 3500K COLOR TEMPERATURE AND A MINIMUM OF 82CRI, UNLESS NOTED OTHERWISE.

B. ALL REFLECTOR LAMPS TO BE PROVIDED AS WIDE FLOOD DISTRIBUTION, UNLESS NOTED OTHERWISE.

C. ALL FLUORESCENT LUMINAIRES THAT UTILIZE DOUBLE-ENDED LAMPS AND CONTAIN BALLASTS THAT CAN BE SERVICED IN PLACE SHALL HAVE A DISCONNECTING MEANS AS DESCRIBED IN NEC 410.3(G).

D. PROVIDE LUMINAIRES SHOWN AS SHADED WITH EMERGENCY BATTERY BALLASTS, UNLESS OTHERWISE NOTED. EMERGENCY LUMINAIRES SHALL SENSE UN-SWITCHED POWER TO THE SPACE AND OPERATE AUTOMATICALLY UPON LOSS OF NORMAL POWER. ALL SHADED LUMINAIRES WITH 2FT AND 4FT LAMPS SHALL HAVE ONE (1) 90 MINUTE RATED, TWO LAMP, 1400 LUMEN EMERGENCY BALLAST. ALL SHADED LUMINAIRES WITH COMPACT FLUORESCENT LAMPS SHALL HAVE A FACTORY INSTALLED 90 MINUTE EMERGENCY BALLAST. ALL EMERGENCY LUMINAIRES SHALL HAVE REMOTE TEST SWITCHES AND VISIBLE INDICATING LIGHTS. CONNECT THE EMERGENCY BATTERY BALLAST TO THE UN-SWITCHED LEG OF THE LIGHTING CIRCUIT INDICATED.

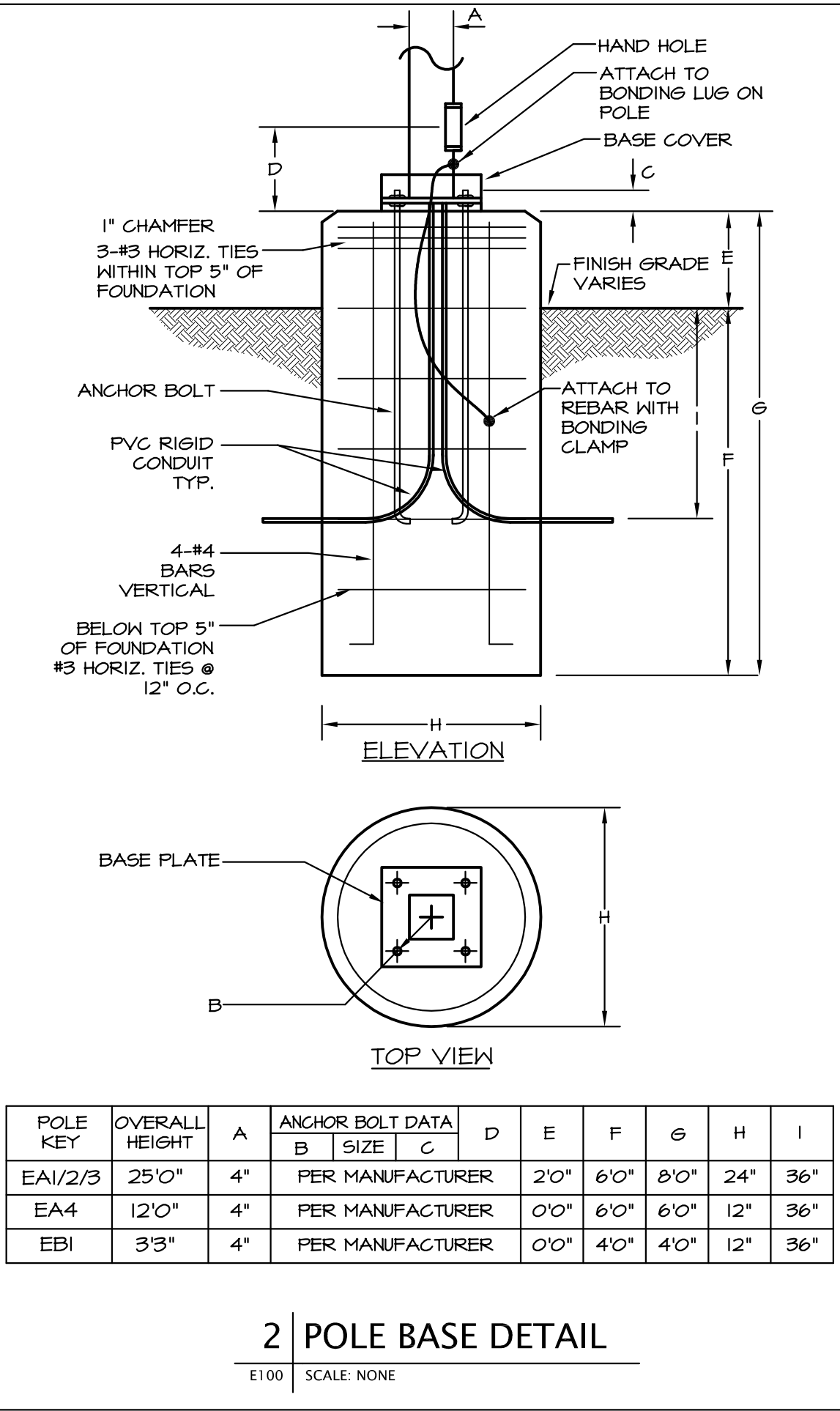
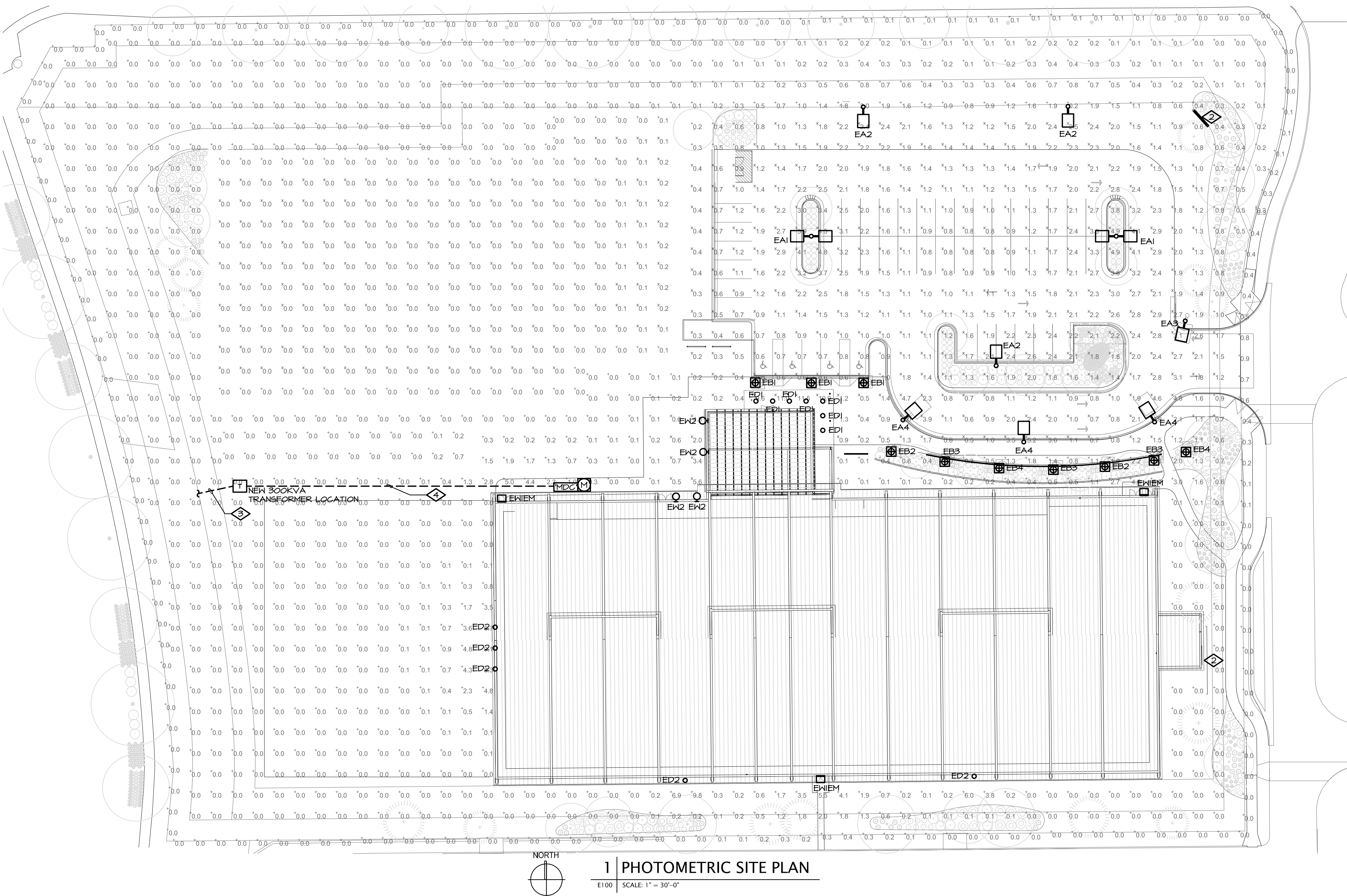
SPECIFIC NOTES:

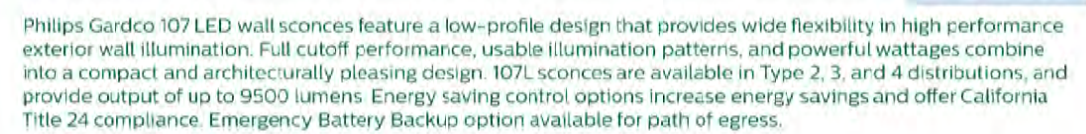


Statistics						
Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
Outdoor Patio	X	2.3 fc	5.6 fc	0.5 fc	11.2:1	4.6:1
Parking Lot	X	1.8 fc	4.9 fc	0.6 fc	8.2:1	3.0:1
Property Line	+	0.1 fc	0.9 fc	0.0 fc	N/A	N/A
Site	+	0.7 fc	11.5 fc	0.0 fc	N/A	N/A
Walkways	X	1.6 fc	11.5 fc	0.2 fc	57.5:1	8.0:1

GENERAL NOTES	
A.	LIGHTING CALCULATIONS WERE MADE USING A LIGHT LOSS FACTOR OF 1.0.
B.	CALCULATION POINTS WERE TAKEN AT GRADE LEVEL ON A 10'X10' GRID. CALCULATIONS DO NOT REPRESENT ANY SLOPE OF ELEVATION CHANGE.
C.	ILLUMINANCE CONTRIBUTIONS FROM STREET LIGHTING AND ADJACENT PROPERTIES ARE NOT INCLUDED IN CALCULATIONS.
D.	UNLESS OTHERWISE NOTED, ALL EXTERIOR LIGHTING SHALL OPERATE 30 MINUTES PRIOR TO DUSK UNTIL 1 HOUR AFTER BUSINESS CLOSE AND 1 HOUR PRIOR TO BUSINESS OPEN UNTIL DAWN.
E.	ALL LIGHT FIXTURES ON SITE NOT TO EXCEED 30' IN OVERALL FIXTURE HEIGHT. REFER TO DETAIL 2/E201 FOR POLE HEIGHT DETAILS OF SPECIFIED FIXTURES.

KEYNOTE LEGEND	
KEY	VALUE
◇	
1.	NOT USED.
2.	ILLUMINATED SIGNAGE NOT INCLUDED IN PHOTOMETRIC CALCULATION, CONTRIBUTION IS NEGLIGIBLE AT GRADE.
3.	APPROXIMATE ROUTING OF PRIMARY ELECTRICAL LINE BETWEEN UTILITY CONNECTION CABINET AND NEW BUILDING TRANSFORMER.
4.	APPROXIMATE ROUTING OF SECONDARY ELECTRICAL LINE BETWEEN NEW BUILDING TRANSFORMER AND BUILDING MAIN SWITCH CABINET.





1. 150mA only available with Emergency Backup/Black Start Rated (EUPC) option 2. 32V, rated for 30°C at 1000mA 3. Available for use with 150W, 16V, 12V, 9V, 6V and 3V only. Rated for 22°C to 25°C 4. Available in 10V to 277V only 5. Not available with Dual Circuit Control (DCC) option 6. Not available with Dimming Drive (DD) on following configurations: 3V, 6V and 12V with 1A or 2A output 7. Not available with Dimming Curve (DC) option	8. Available in 32V with 1500mA. Consult technical support center for use with protocol and CSM/CMC/DA 9. Available in 10V 277V 10V and 12V 10. Not available with LLC and DCC 11. Not available with dimm 12. Must specify input voltage 13. Not available with DCC, DCC or LLC 14. LLC2/3 not available with PCB, BNC, CSM/CMC/DA. Shown with 1000mA capacity attached to wiremate model. Not for use with LLC configurations
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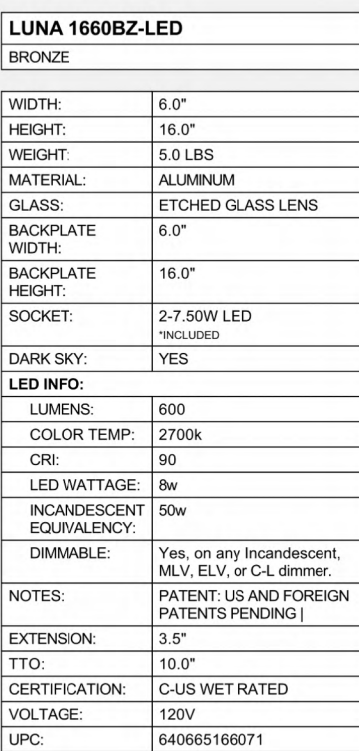
1	EW1
E201	SCALE: NTS



(b) A supplemental allowance equal to 600 watts may be applied toward compliance of both non-tradable and tradable areas/surfaces.

Project Title: Parker Tennis Report date: 12/15/1
Data filename: J:\3337.00 - Parker Tennis\Itg Calc\3337.00_2015 IECC ComCheck.cck Page 3 of

HINKLEY LIGHTING, INC.
33000 FIN OAK PARKWAY | AVON LAKE, OHIO 44012
[PH] 440.653.5500 [F] 440.653.5555
HINKLEYLIGHTING.COM | FREDRICKRAMOND.COM



AT HINKLEY, WE EMBRACE THE DESIGN PHILOSOPHY THAT YOU CAN MERGE TOGETHER THE LIGHTING, FURNITURE, ART, COLORS AND ACCESSORIES YOU LOVE INTO A BEAUTIFUL ENVIRONMENT THAT DEFINES YOUR OWN PERSONAL STYLE. WE HOPE YOU WILL BE INSPIRED BY OUR COMMITMENT TO KEEP YOUR 'LIFE AGLOW.'

2	EW2
E201	SCALE: NTS

Exterior Lighting PASSES: Design 60% better than code

Compliance Statement: The proposed exterior lighting design represented in this document is consistent with the building plans, specifications, and other calculations submitted with this permit application. The proposed exterior lighting systems have been designed to meet the 2015 IECC requirements in COMcheck Version 4.0.5.4 and to comply with any applicable mandatory requirements listed in the Inspection Checklist.

Mio Stanley - Designer		12/15/2017
Name - Title	Signature	Date

Mio Stanley - Designer		12/15/2017
Name - Title	Signature	Date



PARKER RACQUET CLUB
 TWENTY MILE ROAD AND PLAZA DRIVE,
 PARKER, CO 80134

DRAWN BY:
MJS,MRM
REVIEWED BY:
JEB
PROJECT #:
1402
DRAWING TITLE:

EXT. LIGHTING COMCHECK

SHEET #:

E201

SITE PLAN/ARCHITECTURAL REVIEW SUBMITTAL

NARRATIVE

May 4, 2017

Parker Racquet Club

The Town of Parker and Parker Tennis Co. has joined together to create a new indoor and future outdoor racquet and activities facility for community members of all ages. The Tennis facility will include six indoor tennis courts, a welcome center with social area, locker rooms, and offices. Located across from the existing fieldhouse, the Parker Tennis teams' goal is to add to the athletic campus, create a place for people to work out, and a place for community members to gather.

Building Character and Design:

In 2014, the Parker Tennis team proposed this project to the City Council. The original structure proposed was a membrane structure. After requests made by the town, the membrane bubble was changed to a pre-engineered metal building structure. The new building that houses the tennis courts is a unique metal structure with its reverse tapered columns, creative color, angle changes of the metal siding, and monitor roof elements. The building design is intended to be complimentary to the existing Fieldhouse to the east of Championship Drive. The colors of the building were designed to be modern, yet stand the test of time. Classic copper, charcoal gray, blue and red were selected to be complimentary to the Field house while not becoming its twin.

Unique Design Elements:

The new facility is located in an Industrial zoned section of Parker and is co-located with the Fieldhouse and other adjacent recreational facilities, trails, and activity centers. The building is located at the south side of the site with the back of the building along the industrial property to the south.

The main entrance on the north side of the building greets visitors as they enter from the east and opens visually with glazing to the north allowing natural daylight to enter the building. The entrance is centered on the north side providing a single point of entry and access to the site parking, social patio and future tennis and activity centers to the north-east and westerly portions of the site. The welcome center portion of the building stands out a distinct structure with rotated and sloped roof forms, glazed walls, and a colorful accent palette. On the west side of the welcome center we are providing a patio for social activities. The patio will serve as a connection point to the rest of the sites future activity points.

The main portion of the building is designed to break up the mass and to bring down the scale of the facades and roof planes. The exterior utilizes external structural steel frame work, which is tapered from the ground up and away from the wall panels. The use of this design element reduces the scale and context of the wall by providing framed sections of wall. The framed sections offer a change in wall color and material orientation. Again, this brings the scale of the wall planes down without becoming overburdened with decorative applications. The clean and simple lines of the building frame vault upwards and away from the north and south wall planes to the roofs which extend out over the structure providing protected walls and building elements below.

The east and west façade of the building have a similar treatment of material color and textural changes which facilitate the reduction of the massing. In addition, the east façade has a tower element which houses the main HVAC supply unit. The unit that is housed is over twenty feet in height and approximately 300 square feet in foot print. To house the unit, we have utilized a tower element that includes a material color and textural change. Additionally, the tower provides a location for an iconic signage element.

The interior areas for playing tennis require specific clearances of wall heights and angled roof planes. The south roof sections are held low to the grade which helps sit the building into the topography as the adjacent side to the south rises in elevation. The north roof section vaults in height to allow for an interior viewing mezzanine and additional mechanical spaces within the welcome center. The planes of the roof are broken by an adaptation of monitor roofs and fenestration. The vertical sections of the monitors include glazed elements as well as louvered components. While the glazed elements provide for daylighting opportunities the louvered components provide an opportunity to introduce fresh and cool air. This latter part of the design increases the buildings energy efficiency by reducing the heating and cooling loads.

Energy Efficiency Design Elements:

As part of the goals of the design and ownership team, we are working toward an energy efficient design for this building. This is both better for the sustainable environment as well as greatly beneficial for the operations costs of the building. The design will include walls and roofs that meet a higher “R-value” than the minimum code requirements. The vents in the monitor roof will also add to the natural air intake providing better environmental air quality and better cooling

capabilities in the hot summer months. The air rotational unit being used in this facility will use evaporative cooling, which is far more efficient than the standard dx system. This is similar to the system used in the Broncos practice facility, which we visited to confirm that this would be the right fit for the Parker Racquet Club. Finally, the lighting in the facility will be all LED, with improved optics and color value to enhance the tennis play areas as well as the indoor welcome center spaces. This will help reduce the electrical use for the entire facility. Our team will be applying for the Xcel Energy Design Assist Program, which rewards teams for reducing the overall demand on the energy grid. Essenza Architecture has designed to this program for other facilities and achieved results better than the estimated goals. This will be of great benefit to the Parker Tennis team as operational costs will be much lower than the typical buildings would be.

Site Characteristics:

The site is approximately five acres that slopes from the east to the west side where there is a drainage ditch. Already part of the site topography, the drainage ditch winds around the west and across the north side of the property.

To the west side of Twenty Mile road you will find Railbender tennis courts and skate park. To the east is the Parker Fieldhouse. The proposed building on this site is approximately 45,000 s.f. The site will be phased. The first phase will have new parking, a food truck area, and drop off zones, as well as handicapped parking spaces. The first phase will also include an outdoor patio area for gatherings and social events. In addition to the main site elements, there will be low water landscaping that enhances all of the site and building elements. Connections to and from the Fieldhouse are also part of the site plan goals.

Phase two is being planned to include additional outdoor athletic amenities that are described later in this document. A unique feature of phase two is the tiered outdoor seating area just to the east of the outdoor courts. The design goal of the courts is to have them recessed to match the lower west contours of the site.

Tennis Features:

The new tennis facility will house six indoor tennis courts, welcome center, and viewing mezzanine in a 45,000 s.f. new building. The tennis courts will be made of post tensioned slabs and provide the minimum play area for tennis based on USTA standards. The structure will span from the north to the south without any central columns, which will be a great benefit to those who play on the courts.

Parking

The parking requirements for tennis buildings are explained to be up for administrative review. As part of a comparison study, we have reviewed the building sizes and available parking for similar facilities to understand how many parking spaces are reasonable for this type of a facility. Please see the attachment for the comparison chart. For phase one there will be 47 spaces provided and for the final build out for phase two there will be 74 total spaces.

Future Goals

The future of the Parker Tennis facility provides opportunities for growth and expansion. The facility will begin life with 6 indoor courts, a welcome center, exterior social area and ample site facilities for parking. The future of the site is currently being planned and could locate an assortment of additional 6 exterior tennis courts, pickleball courts and sand volleyball courts. The current design has been tested against these future opportunities and has proven to be able to provide the spatial areas for the courts as well as the additional on-site parking. While not formally within the initial phase of the project it is assumed that the additional growth will occur within a 5 to 10-year span.

Design and Construction Schedule:

The design and engineering work is underway and we will soon be moving into the construction documents phase.

Traffic Report:

The data has been gathered for this site and is being provided with the submittal. The report takes into consideration the current and expected traffic on Championship Drive as well as the location of the entrance to the Parker Tennis facility directly across from that of the Field House.

It is our intention to create a design that provides a unique destination point for the community of Parker which engages the adjacent facilities and activities. Please let us know if there are any questions or comments on the submittal and the design.



Sincerely,
Christa Plaza, AIA

Essenza Architecture
303.952.5080 x2
christa@essenza-arch.com

**DEVELOPMENT AGREEMENT FOR PUBLIC IMPROVEMENTS
LOT 2A, TWENTY MILE INDUSTRIAL PARK SUBDIVISION, FILING NO. 2,
1ST AMENDMENT**

THIS DEVELOPMENT AGREEMENT is made this ____ day of _____, 2018, by and between the Town of Parker, Colorado, a home rule municipal corporation (the "Town"), and Parker Tennis Center, LLLP, a Colorado limited liability limited partnership (the "Developer").

RECITALS:

A. The Developer is the owner of certain real property located in the Town of Parker known as Lot 2A, Twenty Mile Industrial Park Subdivision, Filing No. 2, 1st Amendment Property, which is more particularly described in **Exhibit A**, which is attached hereto and incorporated by this reference (the "Property").

B. The Site Plan approval for the Property is subject to the Developer's faithful performance of all of the duties contained within this Development Agreement.

AGREEMENT

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

1. **Public Improvements.** The Developer shall construct the improvements to Lot 2A, Twenty Mile Industrial Park Subdivision, Filing No. 2, 1st Amendment, as described in **Exhibit B**, which is attached hereto and incorporated by this reference (the "Public Improvements"). The Developer agrees that the Town, pursuant to this Agreement, shall be granted construction easement(s) that are reasonably sufficient to complete the Public Improvements, in the event of a default.

2. **Breach by Developer; the Town's Remedies.** In the event of a breach of any of the terms and conditions of this Agreement by the Developer, the Town Council shall be notified immediately and the Town may take such action as permitted and/or authorized by law, this Agreement, or the ordinances and Charter of the Town, as the Town deems necessary to protect the public health, safety and welfare; to protect lot buyers and builders; and to protect citizens of the Town from hardship and undue risk. The remedies include, but are not limited to:

- a) The refusal to issue any certificate of occupancy;
- b) A demand that the security given for the completion of the Public Improvements be paid or honored; or
- c) Any other remedy available at law.

Unless necessary to protect the immediate health, safety and welfare of the Town, or to protect the interest of the Town with regard to security given for the completion of the Public Improvements, the Town shall provide the Developer thirty (30) days' written notice of its intent to take any action under this paragraph, during which thirty-day period the Developer may cure the breach described in the notice and prevent further action by the Town.

3. Public Improvements and Warranty. The Public Improvements shall be installed and completed at the expense of the Developer. The improvements required by this Agreement and shown on the site plan submittal, as well as associated construction documents approved by the Director of Engineering/Public Works for the Town, and the costs of these improvements are set forth on **Exhibit C**, which is attached hereto and incorporated herein. All Public Improvements covered by this Agreement shall be made in accordance with the site plan and associated construction documents drawn according to regulations and construction standards for such improvements and approved by the Director of Engineering/Public Works of the Town.

The Developer shall warrant any and all Public Improvements which are conveyed to the Town, pursuant to this Agreement, for a period of two (2) years from the date the Town's Director of Engineering/Public Works grants probationary acceptance of the Public Improvements, as approved by the Town. The warranty period shall extend to the date final acceptance is granted in writing by the Town's Director of Engineering/Public Works. The Developer shall be responsible for scheduling the necessary inspections for probationary and final acceptance. Specifically, but not by way of limitation, the Developer shall warrant any and all facilities to be free of defects in materials or workmanship for a period of two (2) years, as stated above.

4. Observation. The Town shall have the right to make reasonable engineering observations at the Developer's expense, as the Town may request. Observation, acquiescence in, or approval by any engineering inspector of the construction of physical facilities at any particular time shall not constitute the approval by the Town of any portion of construction of such Public Improvements. Such approval shall be made by the Town only after completion of construction and in the manner hereinafter set forth.

5. Completion of Public Improvements. The obligations of the Developer provided for in this Agreement, including the inspections hereof, shall be performed prior to the issuance of any certificate of occupancy, temporary or otherwise, and proper application for acceptance of the Public Improvements shall be made on or before such date. Upon completion of construction by the Developer of such Public Improvements, the Town's Director of Engineering/Public Works or his designee shall inspect the Public Improvements and certify with specificity their conformity or lack thereof to the Town's specifications. The Developer shall make all corrections necessary to bring the Public Improvements into conformity with the Town's specifications.

6. Related Costs – Public Improvements. The Developer shall provide all necessary engineering designs, surveys, field surveys and incidental services related to the construction of the Public Improvements at its sole cost and expense; including reproducible "as built" drawings certified accurate by a professional engineer registered in the State of Colorado.

7. Performance Guarantee. In order to secure the construction and installation of the Public Improvements, the Developer shall furnish the Town, at the Developer's expense, with the

performance guarantee described herein. The performance guarantee provided by the Developer shall be cash, in an amount equal to one hundred ten percent (110%) of the estimated costs of the Public Improvements, as set forth in Exhibit C, to secure the final completion of the Public Improvements.

In the event the Public Improvements are not constructed or completed within the period of time specified in this Agreement or a written extension of time mutually agreed upon by the parties to this Agreement, the Town may draw on the cash to complete the Public Improvements called for in this Agreement.

Upon completion of performance of such Public Improvements, conditions and requirements within the required time and the approval of the Town's Director of Engineering/Public Works, the Town shall retain cash in the amount of twenty percent (20%) or the Developer shall issue an irrevocable letter of credit to the Town in the amount of twenty percent (20%) of the total cost of construction and installation of the Public Improvements, to be held by the Town during the two-year warranty period. If the Public Improvements are not completed within the required time, the monies may be used to complete the Public Improvements.

8. Nuisance Conditions. The Developer agrees to prevent the existence of any nuisances by way of its construction activities, as nuisances are defined by Title 6 of the Parker Municipal Code, and as referenced in Title 11 of the Parker Municipal Code. In the event the authorized inspector/designated Town authority determines that a nuisance exists, the Developer shall be subject to the provisions set forth in Parker Municipal Code Sections 11.12.040 and 11.12.050 regarding the abatement of nuisances and the cost assessed for the abatement thereof.

In addition to the provisions above, if the nuisance is not abated or an abatement plan is not submitted to the satisfaction of the Town, the Town may, upon thirty (30) days' notice under this Agreement, exercise the right to draw upon the performance guarantee specified in paragraph 12 of this Agreement. The Town may draw upon the performance guarantee in order to pay the cost of abating the nuisance, including any expenses and penalties incurred under the Parker Municipal Code. The Town may exercise this right in addition to, or in lieu of, the withholding of permits and/or the withholding of certificates of occupancy. The right to draw on the performance guarantee shall be subject to the sole discretion of the Town, provided the Developer has received thirty (30) days' notice, as provided herein.

The Town Planning Department and Department of Director of Engineering/Public Works shall be authorized to cease processing any land use or permit applications submitted by the same developer for the Property that is contained within the same Planned Unit Development until the nuisance is abated. This shall include, but not be limited to, acceptance of applications, sending referrals, scheduling meetings or hearings, or conducting reviews of projects.

9. [Intentionally left blank.]

10. Indemnification. The Developer shall indemnify and hold harmless the Town, its officers, employees, agents or servants from any and all suits, actions and claims of every nature and description caused by, arising from or on account of any act or omission of the Developer, or of any other person or entity for whose act or omission the Developer is liable, with respect to

construction of the Public Improvements; and the Developer shall pay any and all judgments rendered against the Town as the result of any suit, action or claim, together with all reasonable expenses and attorney fees incurred by the Town in defending any such suit, action or claim.

The Developer shall pay all property taxes on the Property dedicated to the Town and shall indemnify and hold harmless the Town for any property tax liability.

The Developer shall require that all contractors or other employees engaged in construction of Public Improvements maintain adequate workers' compensation insurance and public liability coverage and shall faithfully comply with the provisions of the Federal Occupational Safety and Health Act.

11. Waiver of Defects. In executing this Agreement, the Developer waives all objections it may have concerning defects, if any, in the formalities whereby it is executed, or concerning the power of the Town to impose conditions on the Developer, as set forth herein, and concerning the procedure, substance and form of the ordinances or resolutions adopting this Agreement.

12. Modifications. This Agreement shall not be amended, except by subsequent written agreement of the parties.

13. Release of Liability. It is expressly understood that the Town cannot be legally bound by the representations of any of its officer or agents or their designees, except in accordance with the Parker Municipal Code and the laws of the State of Colorado.

14. Captions. The captions to this Agreement are inserted only for the purpose of convenient reference and in no way define, limit or prescribe the scope or intent of this Agreement or any part thereof.

15. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns, as the case may be.

16. Invalid Provision. If any provision of this Agreement shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision hereof, and all of the other provisions shall remain in full force and effect. It is the intention of the parties hereto that if any provision of this Agreement is capable of two constructions, one of which would render the provision void, and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

17. Governing Law. The laws of the State of Colorado shall govern the validity, performance and enforcement of this Agreement. Should either party institute legal suit or action for enforcement of any obligation contained herein, it is agreed that venue of such suit or action shall be in Douglas County, Colorado.

18. Attorneys' Fees. Should this Agreement become the subject of litigation to resolve a claim of default of performance by the Developer and a court of competent jurisdiction determines that the Developer was in default in the performance of the Agreement, the Developer shall pay the attorneys' fees, expenses and court costs of the Town.

19. Notice. All notices required under this Agreement shall be in writing and shall be hand delivered or sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the parties herein set forth. All notices so given shall be considered effective seventy-two (72) hours after deposit in the United States mail with the proper address, as set forth below. Either party, by notice so given, may change the address to which future notices shall be sent.

Notice to the Town: Director of Engineering/Public Works
Town of Parker
20120 E. Mainstreet
Parker, Colorado 80138

With a copy to: Town Attorney
Town of Parker
20120 E. Mainstreet
Parker, Colorado 80138

Notice to Developer: Barry Riddle
Parker Tennis Center, LLLP
10651 Clarkeville Way
Parker, Colorado 80134

With a copy to: Patricia Jo Stone
1975 E Mainstreet, Suite 200
Parker, Colorado 80134

20. Force Majeure. Whenever the Developer is required to complete the construction, repair or replacement of Public Improvements by an agreed deadline, the Developer shall be entitled to an extension of time equal to a delay in completing the foregoing due to unforeseeable causes beyond the control and without the fault or negligence of the Developer, including, but not limited to, acts of God, weather, fires and strikes.

21. Approvals. Whenever approval or acceptance of the Town is necessary, pursuant to any provision of this Agreement, the Town shall act reasonably and in a timely manner in responding to such request for approval or acceptance.

22. Assignment or Assignments. There shall be no transfer or assignment of any of the rights or obligations of the Developer under this Agreement, without the prior written approval of the Town. The Developer agrees to provide the Town with at least fourteen (14) days' advance written notice of the transfer or assignment of any of the rights and obligations of the Developer under this Agreement.

23. Recording of Agreement. This Agreement shall be recorded in the real estate records of Douglas County and shall be a covenant running with the Property in order to put prospective purchasers or other interested parties on notice as to the terms and provisions hereof.

24. Title and Authority. The Developer expressly warrants and represents to the Town that it is the record owner of the property constituting the Property and further represents and warrants, together with the undersigned individuals, that the undersigned individuals have full power and authority to enter into this Agreement. The Developer and the undersigned individuals understand that the Town is relying on such representations and warranties in entering into this Agreement.

WHEREFORE, the parties hereto have executed this Agreement on the day and year first above written.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

[Remainder of page intentionally left blank. Signatures continue of the following page.]

**DEVELOPER: PARKER TENNIS CENTER,
LLLP, a Colorado limited liability limited
partnership**

Barry Riddle, Managing Partner

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
2018, by Barry Riddle as Managing Partner of Parker Tennis Center, LLLP, a Colorado limited
liability limited partnership.

My commission expires: _____.

SEAL

Notary Public

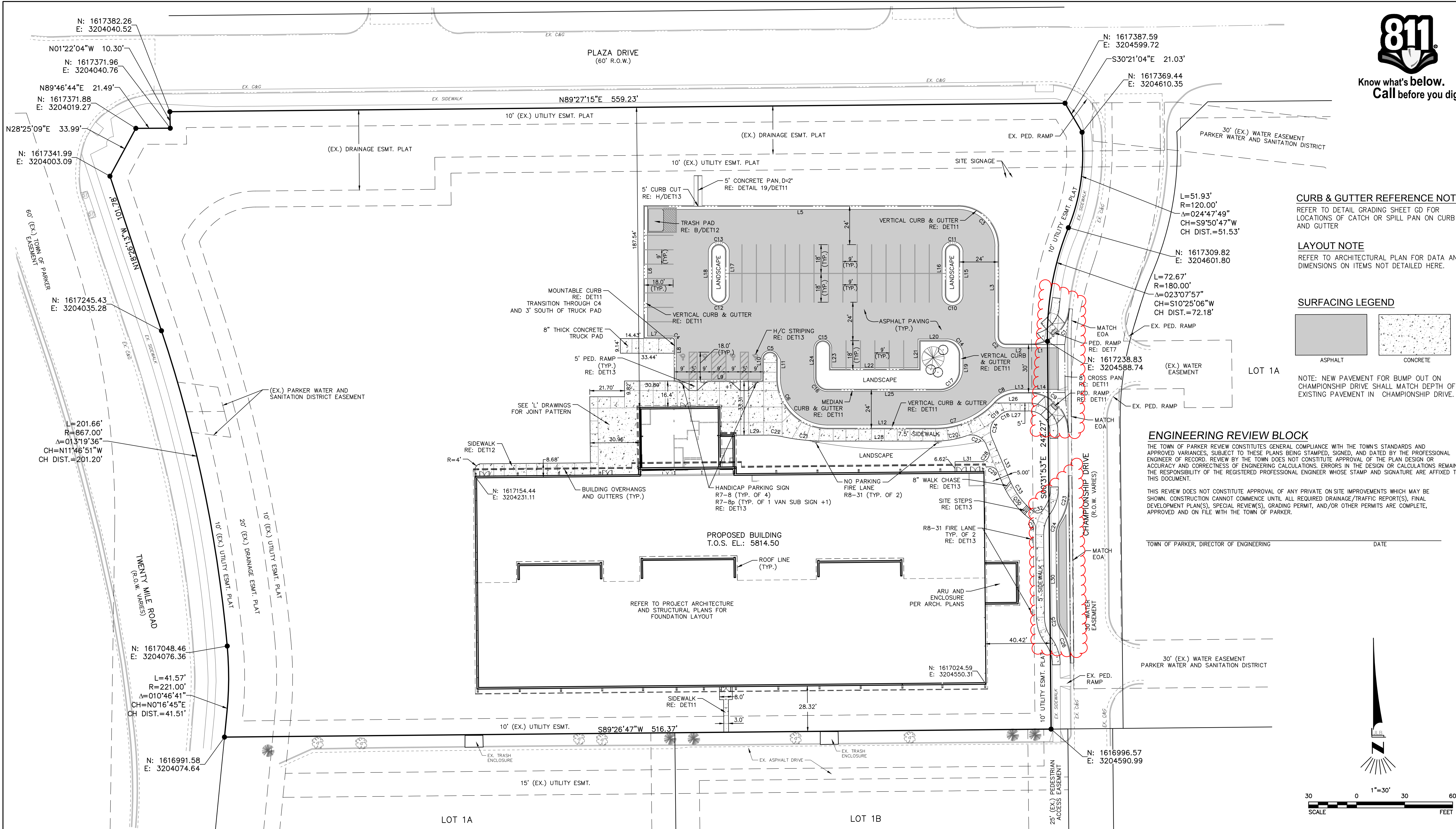
EXHIBIT LIST

- | | |
|-----------|--------------------------------------|
| Exhibit A | Legal Description of the Property |
| Exhibit B | Public Improvements |
| Exhibit C | Cost Estimate of Public Improvements |

EXHIBIT A

LOT 2A, TWENTY MILE INDUSTRIAL PARK SUBDIVISION, FILING NO. 2,
1ST AMENDMENT
LOCATED IN THE SOUTH HALF QUARTER OF SECTION 16, TOWNSHIP 6 SOUTH,
RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN,
COUNTY OF DOUGLAS, STATE OF COLORADO

EXHIBIT B

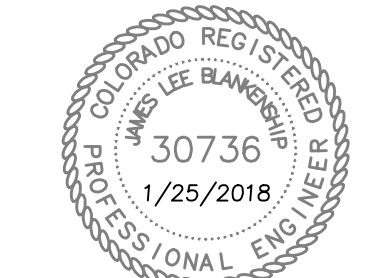


Know what's below.
Call before you dig.

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ARCHITECTURE
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743 PEAR COURT
LOUISVILLE, COLORADO 80027
PHONE: 303.604.1634
jim@jlbco.com



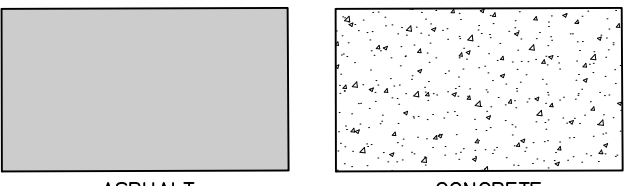
CURB & GUTTER REFERENCE NOTE

REFER TO DETAIL GRADING SHEET GD FOR LOCATIONS OF CATCH OR SPILL PAN ON CURB AND GUTTER

LAYOUT NOTE

REFER TO ARCHITECTURAL PLAN FOR DATA AND DIMENSIONS ON ITEMS NOT DETAILED HERE.

SURFACING LEGEND



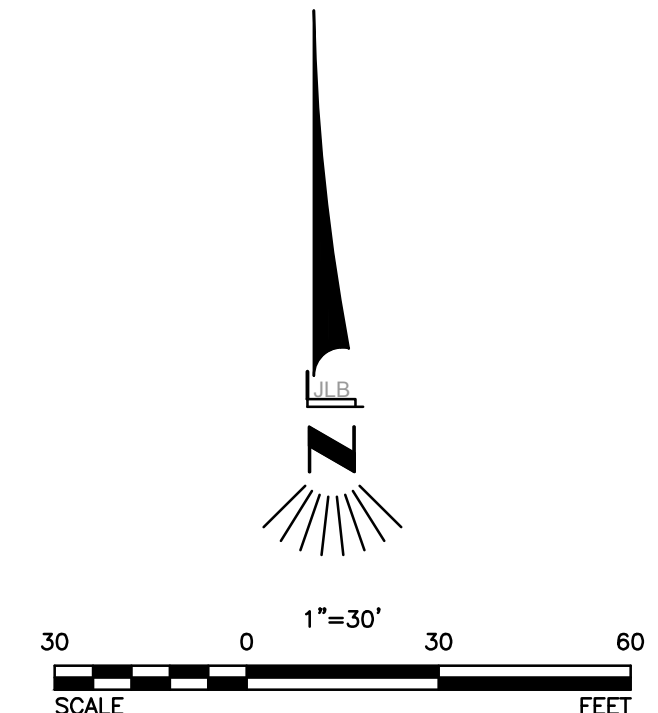
NOTE: NEW PAVEMENT FOR BUMP OUT ON CHAMPIONSHIP DRIVE SHALL MATCH DEPTH OF EXISTING PAVEMENT IN CHAMPIONSHIP DRIVE.

ENGINEERING REVIEW BLOCK

THE TOWN OF PARKER REVIEW CONSTITUTES GENERAL COMPLIANCE WITH THE TOWN'S STANDARDS AND APPROVED VARIANCES, SUBJECT TO THESE PLANS BEING STAMPED, SIGNED, AND DATED BY THE PROFESSIONAL ENGINEER OF RECORD. REVIEW BY THE TOWN DOES NOT CONSTITUTE APPROVAL OF THE PLAN DESIGN OR ACCURACY AND CORRECTNESS OF ENGINEERING CALCULATIONS. ERRORS IN THE DESIGN OR CALCULATIONS REMAIN THE RESPONSIBILITY OF THE REGISTERED PROFESSIONAL ENGINEER WHOSE STAMP AND SIGNATURE ARE AFFIXED TO THIS DOCUMENT.

THIS REVIEW DOES NOT CONSTITUTE APPROVAL OF ANY PRIVATE ON SITE IMPROVEMENTS WHICH MAY BE SHOWN. CONSTRUCTION CANNOT COMMENCE UNTIL ALL REQUIRED DRAINAGE/TRAFFIC REPORT(S), FINAL DEVELOPMENT PLAN(S), SPECIAL REVIEW(S), GRADING PERMIT, AND/OR OTHER PERMITS ARE COMPLETE, APPROVED AND ON FILE WITH THE TOWN OF PARKER.

TOWN OF PARKER, DIRECTOR OF ENGINEERING _____ DATE _____



CURVE TABLE					
CURVE #	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	36.65'	25.00'	83°59'58"	N48°00'01"E	33.46'
C2	7.85'	5.00'	90°00'00"	S45°00'00"E	7.07'
C3	39.27'	25.00'	90°00'00"	N45°00'00"W	35.36'
C4	3.14'	2.00'	90°00'00"	N45°00'00"W	2.83'
C5	14.14'	4.50'	180°00'00"	N90°00'00"W	9.00'
C6	49.48'	31.50'	90°00'00"	S45°00'00"E	44.55'
C8	15.72'	19.00'	47°24'39"	S66°17'41"W	15.28'
C9	39.06'	25.00'	89°30'59"	N45°14'31"W	35.21'
C10	14.14'	4.50'	180°00'00"	N90°00'00"E	9.00'
C11	14.14'	4.50'	180°00'00"	N90°00'00"W	9.00'
C12	14.14'	4.50'	180°00'00"	N90°00'00"E	9.00'
C13	14.14'	4.50'	180°00'00"	N90°00'00"W	9.00'
C14	14.14'	9.00'	90°00'00"	N45°00'00"W	12.73'
C15	14.14'	4.50'	180°00'00"	N90°00'00"W	9.00'
C16	11.78'	7.50'	90°00'00"	S45°00'00"E	10.61'

CURVE TABLE					
CURVE #	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C17	19.63'	12.50'	90°00'00"	N45°00'00"E	17.68'
C18	7.62'	10.00'	43°39'34"	S68°10'13"W	7.44'
C19	3.13'	58.00'	3°05'33"	N47°53'12"E	3.13'
C20	19.46'	58.00'	19°13'18"	N80°23'21"E	19.37'
C21	26.26'	125.00'	12°02'12"	S83°58'54"E	26.21'
C22	9.45'	45.00'	12°02'12"	N83°58'54"W	9.44'
C23	22.18'	40.00'	31°45'54"	N15°16'39"E	21.89'
C24	8.02'	14.50'	31°41'29"	S15°18'52"W	7.92'
C25	8.05'	14.50'	31°48'49"	S16°26'17"E	7.95'
C26	22.30'	40.00'	31°56'27"	N16°22'28"W	22.01'
C27	15.06'	10.00'	86°18'55"	N66°03'50"W	13.68'
C28	9.85'	5.00'	112°54'23"	N33°32'48"E	8.33'
C29	6.49'	5.50'	67°39'26"	N56°42'47"W	6.12'
C30	28.86'	53.56'	30°52'28"	S38°18'26"E	28.51'
C31	6.50'	7.00'	53°12'47"	N27°08'16"W	6.27'

CURVE TABLE					
CURVE #	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C32	6.63'	4.00'	94°55'10"	N80°47'39"E	5.89'
C33	24.46'	48.51'	28°53'26"	S37°18'02"E	24.20'
C34	12.63'	10.00'	72°20'21"	S13°15'48"W	11.80'

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N90°00'00"W	21.93'
L2	N90°00'00"W	14.70'
L3	N00°00'00"E	56.44'
L5	N90°00'00"W	196.00'
L6	S00°00'00"E	82.20'
L7	N90°00'00"E	17.01'
L8	S00°00'00"E	25.00'
L9	N90°00'00"E	55.00'
L10	N00°00'00"E	13.50'
L11	S00°00'00"E	11.55'
L12	N90°00'00"E	67.48'
L13	N90°00'00"E	7.21'
L14	N90°00'00"E	22.85'
L16	N00°00'00"E	26.99'
L17	S00°00'00"E	27.00'

LINE TABLE		
LINE #	BEARING	DISTANCE
L18	N00°00'00"E	27.00'
L19	S00°00'00"E	9.25'
L20	N90°00'00"E	15.99'
L21	N00°00'00"E	18.00'
L22	N90°00'00"E	56.00'
L23	S00°00'00"E	13.34'
L24	N00°00'00"E	18.59'
L25	N90°00'00"E	69.99'
L27	N90°00'00"E	11.12'
L28	N90°00'00"E	69.72'
L29	N90°00'00"E	19.87'
L30	N00°31'53"W	51.58'
L31	N90°00'00"W	16.36'
L33	S22°54'23"E	29.59'

DRAWN BY:

DSS

REVIEWED BY:

JLB

PROJECT #:

1435

DRAWING TITLE:

HORIZONTAL CONTROL

& STRIPING PLAN

SHEET #:

HCSP

SHEET 2 OF 23

Exhibit C

Parker Tennis Center
Public Improvements
Opinion of Costs

	Item	Quantity	Units	Unit Cost	Cost
Road Systems					
201.00	Mobilization - Grading	1	ea	\$ 7,250.00	\$ 7,250
201.05	Cut to Fill < 1500ft	228	cy	\$ 3.20	\$ 730
301.05	Curb & Gutter Prep and Backfill	121	lf	\$ 1.86	\$ 225
301.10	Sidewalk Prep and Backfill	1,016	sf	\$ 0.70	\$ 711
301.15	Finish Grade Site after Hardscapes	0.0	ac	\$ 1,560.00	\$ -
901.00	Install Curb and Gutter (all types)	121	lf	\$ 24.00	\$ 2,904
901.05	Concrete Pan (4')	77	lf	\$ 28.00	\$ 2,156
901.10	Concrete Pan (8' wide)	240	sf	\$ 13.50	\$ 3,240
901.15	Concrete Access Spandrel	2	ea	\$ 760.00	\$ 1,520
901.20	Handicap Ramp w/ ADA Panel	2	ea	\$ 1,725.00	\$ 3,450
901.25	Install Sidewalk (5' wide x 6" thick)	1,016	sf	\$ 6.10	\$ 6,198
901.30	Scarify, Moisture Condition and Recompact - 12"	87	sy	\$ 2.20	\$ 191
901.35	Soil Sterilant	87	sy	\$ 0.92	\$ 80
901.40	6" Avg. Depth - ABC Class 6	87	sy	\$ 7.60	\$ 661
901.45	4" Avg. Depth - Asphalt Paving (Construction Lift)	87	sy	\$ 65.00	\$ 5,655
				Subtotal:	\$ 34,971

Lighting

603.10	Relocate Light Fixture	1	ea	\$ 2,790	\$ 2,790
				Subtotal:	\$ 2,790

Miscellaneous

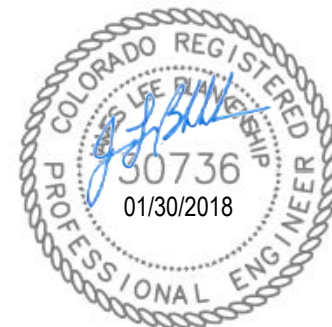
401.00	Traffic Control	1	ls	\$ 2,420	\$ 2,420
				Subtotal:	\$ 2,420

SUB-TOTAL:	\$ 40,181
CONSTRUCTION CONTINGENCY (10%):	\$ 4,018
MOBILIZATION (5%):	\$ 2,009
SURVEYING (3%):	\$ 1,205
CONSTRUCTION MANAGEMENT & TESTING (12%):	\$ 4,822
GRAND TOTAL:	\$ 52,235

SECURITY AT 110%: \$ 57,459

Notes:

- 1 RE: Construction Plans for Parker Tennis, prepared by JLB Engineering, dated December 21, 2017
- 2 Pavement and soil prep per Geotechnical Engineering Study, Kumar and Associates, September 8, 2015





Request for Town Council Action

Date: March 19, 2018

Submitted By: Paul Workman, Senior Planner
John Fussa, Community Development Director

Reviewed By: Michelle Kivela, Town Administrator

Title: **PINE BLUFFS FILING NO. 4, Stand-Alone Emergency Room - Use by Special Review**

Applicant: Wendi Birchler, Norris Design for Mustang Development Company

Location: Southeast corner of Parker Road and Shady Ridge Parkway

Department: Community Development, Paul Workman

TRAKiT No. Z17-016

EXECUTIVE SUMMARY

The applicant, on behalf of Mustang Development Company, is requesting a Use by Special Review (UbSR) to allow a free-standing emergency room facility located in Pine Bluffs. The subject property is located in the commercially zoned section of the Pine Bluffs Planned Development (PD) at the southeast corner of Parker Road and Hess Road adjacent to the Shady Ridge Parkway entrance. The property has a total area of 1.7 acres and is currently undeveloped.

The PD zoning requires that hospitals and emergency care facilities obtain approval for a UbSR. The applicant has deferred the required site plan application pending a Town Council decision on the UbSR application.

STAFF RECOMMENDATION

Approve with Conditions

BACKGROUND/DISCUSSION

The proposed free-standing emergency room is an acute care facility that would operate 24-hours a day and seven days per week. The emergency room will be staffed with doctors and nurses specializing in emergency medicine and office support staff. The applicant estimates an

average of 15 patient visits per day.

The subject property has long been planned and zoned for commercial use with access from Parker Road, Hess Road and the interior of Pine Bluffs. The issue of site access has generated significant interest and some opposition from the Pine Bluffs neighborhood. While this issue has some relevance to the UbSR application, it is most appropriately addressed through the required plat and site plan application. The required site plan for the proposed emergency room facility has been deferred pending the UbSR decision and the minor development plat for the entirety of the Pine Bluffs commercial area was recently approved.

The Town staff, property owner, applicant and Pine Bluffs Homeowners' Association (HOA) have worked collaboratively on a conceptual plan to revise access into the subject property. The agreed approach is to reconfigure the intersection of Shady Ridge Parkway and Shady Ridge Road/Crooked Pine Circle to provide direct access to the planned commercial area and indirect access to the existing residential neighborhood. This design will provide the required commercial access, discourage cut-through traffic in the residential neighborhood and maintain access to Parker Road for Pine Bluffs.

The UbSR application does not require the submittal of a complete site plan. However, staff has reviewed a conceptual site plan and has determined that the proposal will likely meet the requirements of the Land Development Ordinance (LDO). A building permit will not be issued until all LDO requirements are satisfied.

Staff has reviewed this application based on the nine criteria set forth in the Land Development Ordinance and has concluded that the application meets the criteria.

Planning Commission will make a recommendation to Town Council on March 8, 2018.

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)

Enhance Economic Vitality

Develop a Visionary Community Through Balanced Growth

ATTACHMENTS

1. Vicinity Map
2. Planning Commission Staff Report
3. Project Narrative
4. Approval Criteria Analysis
5. Contextual Site Plan

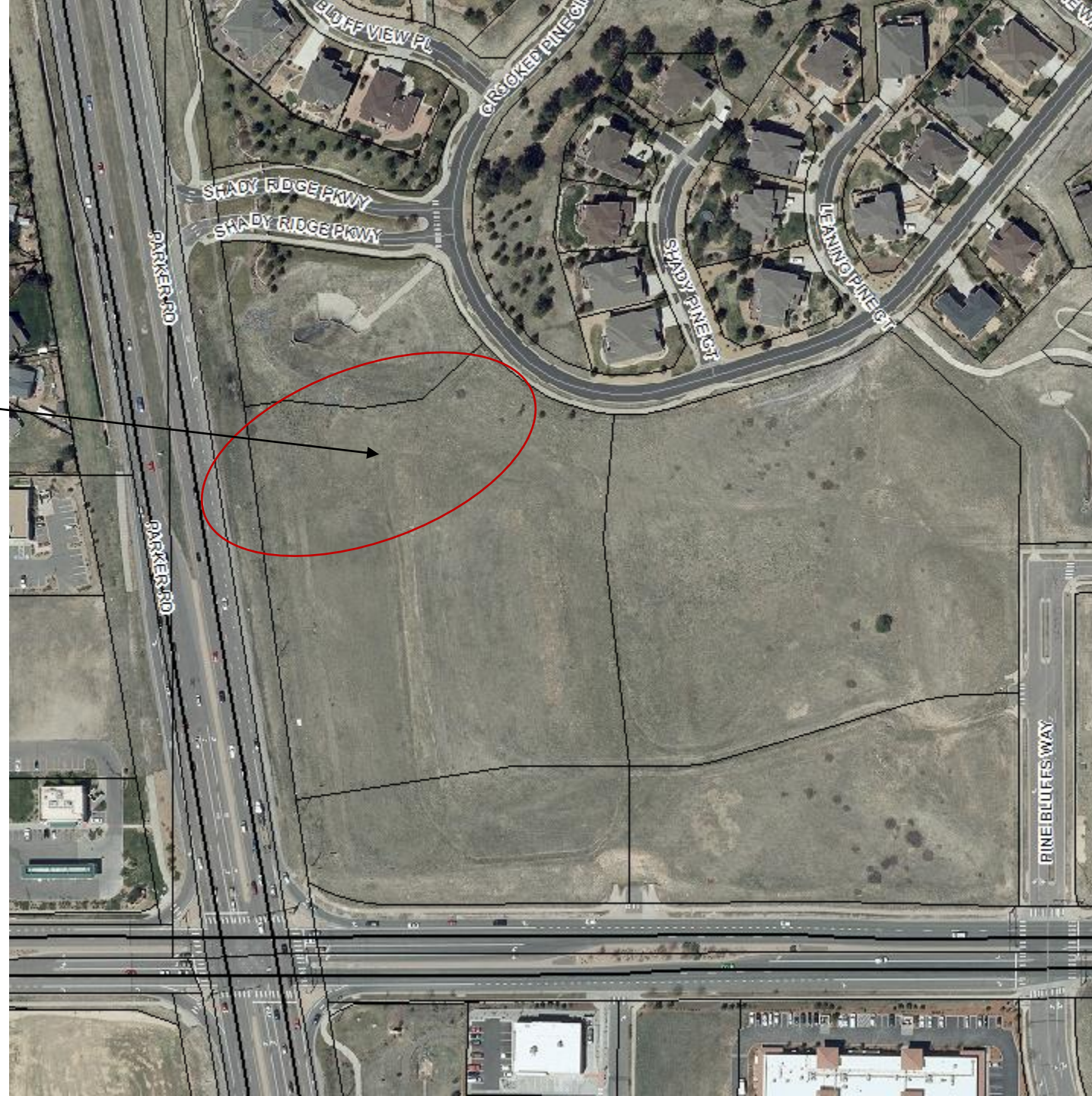
RECOMMENDED MOTION

I move to approve, based on staff findings, with the four (4) conditions contained in the staff

report:

1. The facility shall be required to comply with all South Metro Fire Rescue protocols for ambulances that may service this facility.
2. The applicant shall be required to work with staff during the site plan process to ensure that the facility reflects high-quality architecture that exceeds the Town's requirements.
3. The future site plan shall comply with all of the Town's development standards prior to the approval of any building permit.
4. The property owner is required to continue to work with Town staff in order to develop and construct a revised intersection for Shady Ridge Parkway and Shady Ridge Road/Crooked Pine Circle that is substantially similar to the configuration discussed in Section VI of the Planning Commission Staff Report.

General Location
For The Request





Planning Commission Staff Report

Planning Commission Date: 3/8/2018

Town Council Date: 3/19/2018

Hearing Type: Public Hearing
Z17-016 PINE BLUFFS FILING NO. 4, Stand-alone
Emergency Room - Use by Special Review

Location: Southeast Corner of Parker Road and Shady Ridge
Parkway

Project Planner: Paul Workman, Senior Planner

Applicant: Wendi Birchler, Norris Design for Mustang
Development Company

Executive Summary: Mustang Development is proposing a Use by Special
Review request in the Pine Bluffs development, just
south of the existing drainage pond for a stand-alone
emergency room that would be roughly 10,800 square
feet in size.

Staff Recommendation: Approval with Conditions

RECOMMENDED MOTION

"I move that the Planning Commission recommend that Town Council approve the Use by Special Review, subject to the following four (4) conditions:"

1. The facility shall be required to comply with all South Metro Fire District protocols for ambulances that may service this facility.
2. The applicant shall be required to work with staff during the site plan process to ensure that the facility reflects high-quality architecture that exceeds the Town's requirements.
3. The future site plan shall comply with all of the Town's development standards prior to the approval of any building permit.
4. The property owner is required to continue to work with Town staff in order to develop and construct a revised intersection for Shady Ridge Parkway and Shady Ridge Road/Crooked Pine Circle that is substantially similar to the configuration discussed in Section VI of this staff report.

ALTERNATIVE MOTIONS

"I move the Planning Commission recommend Town Council approve the Use by Special Review."

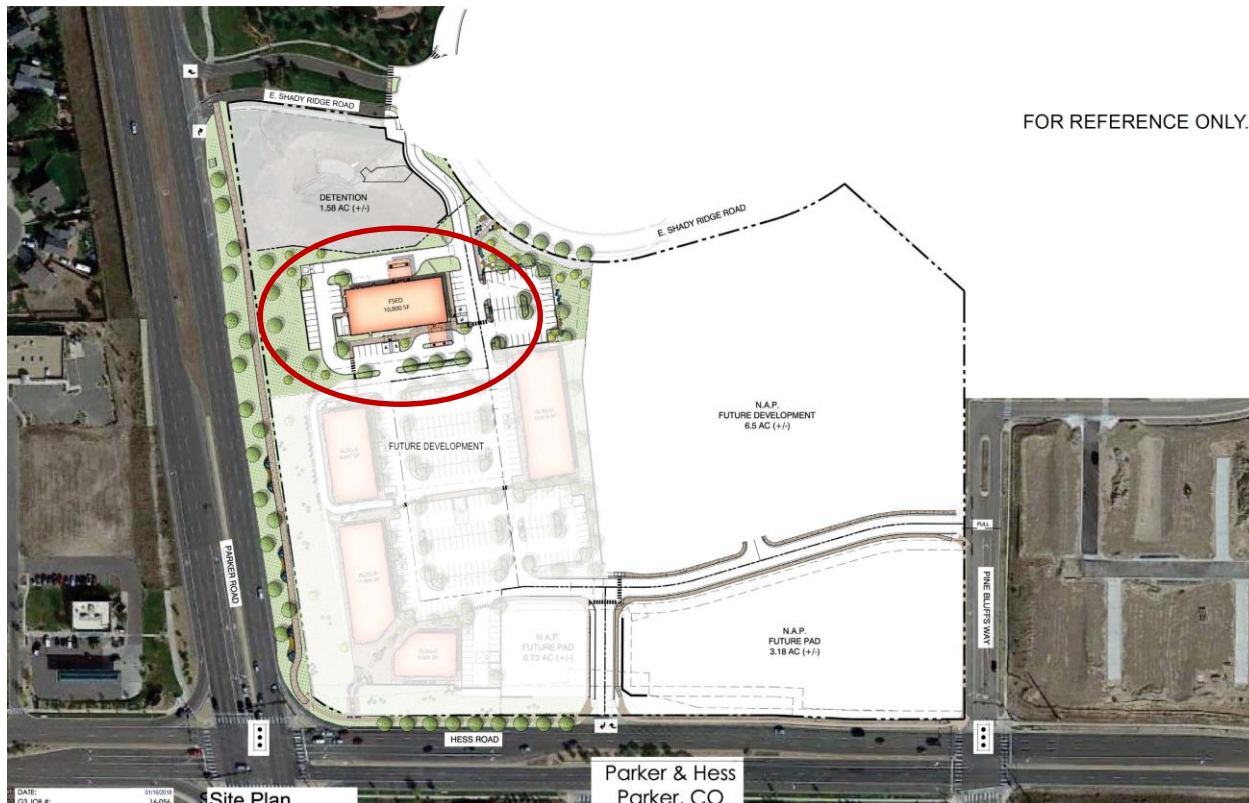
"I move that the Planning Commission recommend that Town Council deny the Use by Special Review as the request does not meet the following approval criteria:"

-List criteria not met

"I move that the Planning Commission vote to continue the Use by Special Review to _____ date."

I. BACKGROUND/DISCUSSION

The subject property is undeveloped and zoned 'Commercial' within the Pine Bluffs Planned Development (PD). The PD document requires that hospitals and emergency care facilities obtain approval for a Use by Special Review. The requested facility would operate 24 hours a day and seven days a week. It would be staffed with doctors specializing in emergency medicine, nurses and associated office staff. The operator anticipates an average of 15 patient visits per day.



II. PRIOR ACTIONS

Date	Action
2001	Town Council approved the Pine Bluffs Development Guide and Plan.
2003	Town Council approved amendments to the Development Guide and Plan.
2006	The subdivision plat for Pine Bluffs Filing No. 4 was recorded (the commercial property in Pine Bluffs).

III. CURRENT SITE DATA

Existing Zoning	PD - Planned Development		
Overlay District	N/A		
PD & Plan Area	Pine Bluffs; Commercial		
Master Plan Area	Neighborhood Center		
Site Acreage	1.7+/- acres		
Subdivision	Pine Bluffs Filing No. 4 Amendment 1 (proposed)		
Existing Use	Undeveloped		
Surrounding Uses			
	Master Plan Land Use	Zoning	Existing Use
North	Medium Density Residential	PD - Planned Development	Drainage Pond
South	Neighborhood Center	PD - Planned Development	Undeveloped Commercial
East	Neighborhood Center	PD - Planned Development	Undeveloped Commercial
West	Neighborhood Center	PD - Planned Development	Parker Road, Commercial Development, and Single-Family Residential

IV. PARKER 2035 MASTER PLAN

[Parker 2035 Master Plan | Town of Parker - Official Website](#)

MASTER PLAN CONSISTENCY	
Master Plan Designation	Neighborhood Center ☒ Consistent ☐ Inconsistent
Master Plan Character Discussion	To serve the basic needs of the surrounding residents. Typical uses include convenient retail and personal/business services usually anchored by a grocery store. Other compatible uses like small offices, recreational uses and restaurants are also permitted. The total Gross Leasable Area for the commercial/office components within an entire Neighborhood Center should range from a combined 50,000 to 250,000 square feet. Higher density residential is appropriate as a transition between less intense residential areas and non-residential areas when developed as part of a mixed-use development and when the design

	encourages residents to walk or bicycle. Typical garden style apartment designs are not appropriate.
Consistent Goals/Strategies	Land Use 1.B Land Use 1.C Jobs and Economic Vitality 1
Inconsistent Goals/Strategies	None
Staff Analysis	Staff has determined that the request is consistent with the Parker 2035 Master Plan ensuring a variety of commercial as well as personal/business services at this corner. Additionally, the proposal would bring high-quality and professional jobs to the Town as recommended in Chapter 9 of the Master Plan.

V. LAND DEVELOPMENT ORDINANCE

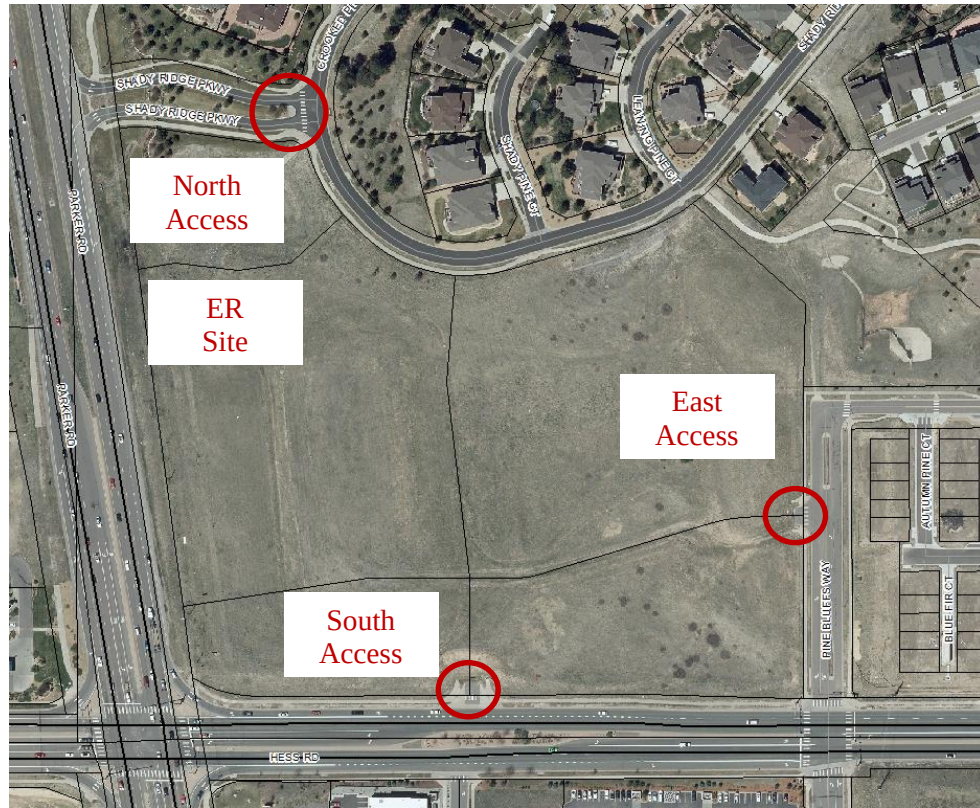
ZONING CONSISTENCY			
Provisions	Required	Proposed	Analysis
Setbacks	Front, Side & Rear – 40’ from Parker Road From a private drive or adjacent non-residential – 0’	Setbacks will be reviewed at the time of site plan review. However, a review of the concept plan indicates that the request will meet the necessary setback requirements.	☐ Consistent ☐ Inconsistent ☒ N/A
Density	The request is for non-residential development.	The request is for non-residential development.	☐ Consistent ☐ Inconsistent ☒ N/A
Height/Stories	35’ maximum height	The building height will be reviewed at the time of site plan review. The applicant has stated they will meet the height requirement.	☐ Consistent ☐ Inconsistent ☒ N/A
Lot Size	20,000 square-feet	1.7+/- acre (74,000square-feet) lot as described in the pending Pine Bluffs Filing No. 4 Amd 1.	☐ Consistent ☐ Inconsistent ☒ N/A
Lot Coverage	None	N/A. The governing PD does not regulate lot coverage.	☐ Consistent ☐ Inconsistent ☒ N/A
Landscaping	Title 13.06.070	Landscaping will be reviewed at the time of site plan review. However, a review of the concept plan indicates that the request will meet the necessary landscape requirements.	☐ Consistent ☐ Inconsistent ☒ N/A

Off-Street Parking	Title 13.06.050	Parking will be reviewed at the time of site plan review. However, a review of the concept plan indicates that the request will meet the necessary parking requirements.	☐ Consistent ☐ Inconsistent ☒ N/A
Miscellaneous	None.	N/A. The governing PD does not have any additional regulations beyond those discussed.	☐ Consistent ☐ Inconsistent ☒ N/A
Staff Analysis	The request is for a Use by Special Review which does not require the submittal of a detailed site plan. However, staff has reviewed a preliminary version of the site plan and has been able to determine that the development should be able to meet the requirements outlined above. No building permit will be approved until all development requirements are met.		

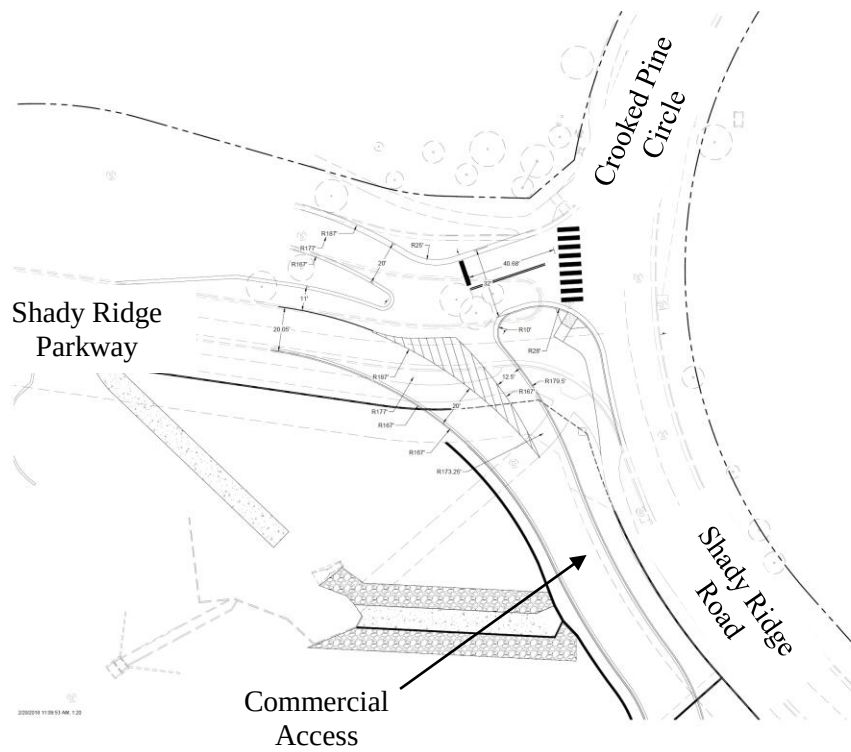
VI. ACCESS, CIRCULATION & TRAFFIC ANALYSIS

Access is neither approved nor denied through the Use by Special Review (UbSR) process. However, it is relevant to understand how the requested use would access public rights-of-way. Access for the requested stand-alone emergency room will be provided from the north (Shady Ridge Parkway) with a larger access reconfiguration project for all of the commercial development at the Shady Ridge Parkway and Shady Ridge Road/Crooked Pine Circle intersection. The Town, the property owner (Mustang Development Company, Inc.), and the Pine Bluffs Homeowners' Association (HOA) have worked collaboratively on a conceptual reconfiguration of the intersection. Commercial traffic would be able to enter and exit the commercial development directly to Parker Road without accessing either Shady Ridge Road or Crooked Pine Circle of the Pine Bluffs neighborhood. The reconfiguration would still maintain the residents' ability to access those roads as well as the anticipated commercial development (see Conceptual Access Configuration diagram below). Access is also provided from the south via Hess Road and from the east via Pine Bluffs Way. Additionally, the applicant has provided a Traffic Impact Study (TIS) for the entirety of the proposed commercial development, including this proposal for a stand-alone emergency room, documenting that the trips generated by the stand-alone emergency room will be minimal (32 trips per day).

Commercial Access Locations



Conceptual Access Reconfiguration



VII. APPROVAL CRITERIA

Title 13.04.200.b. Criteria for approval for Uses Permitted by Special Review:

1. Will be in harmony and compatible with the character of the surrounding areas and neighborhoods.

Applicant Response:

The proposed project will be designed to protect and preserve the scale and character of the existing neighborhood while providing for new development which is consistent with the vision and goals of the Parker 2035 Master Plan, and the architectural design guidelines established by the Town. The location of the Free-Standing Emergency Department (FSED) being north of a proposed small commercial/ medical office development immediately adjacent to our site, will have safe pedestrian and bicycle access. The FSED will not be an island, rather fully integrated and connected with adjacent commercial development. The architecture of the facility will match the adjacent future commercial development, as described in more detail in the response to Approval Consideration #2. This 24/7 facility has taken the emergency room out of the hospital and placed it in the neighborhood, because emergencies happen where people live, not near the hospital. At the HCA Parker FSED, patients will receive the highest level of care for emergent illnesses- including heart attack, stroke, and trauma. When a medical emergency occurs, patients need the highest level of emergency care as quickly as possible. This FSED being conveniently located within the Pine Bluffs community, will not only save the lives of neighboring residents, but also serve the entire Town of Parker. After further investigation, the HCA Saddle Rock facility comparison, that was referenced in previous submittals, was deemed no longer relevant to this application because this proposed FSED's unique and close proximity to Parker Adventist Hospital, the projected monthly ambulance visits are 6 per month (this includes both emergent and non-emergent deliveries), which is significantly lower than any other HCA FSED built to date. Emergent patients are those experiencing an immediate threat to a person's own life or someone else's life, a threat of grave disability, or active childbirth. Non-emergent patients need care that is required to avoid a crisis within the next 24-hours due to an unexpected illness or injury. This HCA FSED is projected to have 15 patient visits per day, most of which will be walk-ins. Due to South Metro Fire and Rescue EMS Protocols, the likelihood of this FSED receiving emergent ambulances would be rare; as ambulances are required to deliver patients to hospital Emergency Departments, not FSEDs. An emergent ambulance will typically keep lights and sirens on until they are clear through traffic on Parker Road. On direct approach to the facility, the sirens are turned off, but lights will remain until parked in the screened ambulance bay. Patients in non-emergent situations who require a transfer should a patient be suffering an emergent illness (major trauma) that requires a hospital transfer; ambulances would have lights on in the parking lot departing the FSED, and would turn on the siren once the ambulance is in the flow of traffic.

The building's orientation, lighting and landscaping are designed to minimize noise and nuisance. Illuminated building signage is intended to be 18"-tall red "emergency" letters, and will likely be located on the south and east sides of the building. The building's primary signage will likely be located on the west side along Parker Road, which provides prominent visibility.

Special attention will be made for the west, east and north building elevations, as the facility is visible both from Parker Road and the Pine Bluffs community. Due to the natural topography of the site, the building will sit significantly lower than the adjacent neighborhood. All building signage, lighting and site lighting will comply with all Town standards. Full cut-off fixtures will be used on site, and will be aimed and shielded in a manner that will not direct illumination on the adjacent residential neighborhood. Lighting will be designed to prevent glare, and not trespass over property lines. There will not be any digital signage, no neon signs, no reader boards, no wall-mounted floodlights, and no spotlights or rotating spotlights. There will not be a helipad as flight-for-life operations will not be occurring at this FSED. Landscape buffering and screening are required to be consistent with the Town's standards.

Staff Analysis:

The subject property is designated for commercial uses within the Pine Bluffs PD. The intersection of Parker Road and Hess Road is called out as a Neighborhood Center within the Town's Master Plan. The proposed use is commercial in nature and intended to serve the medical needs of the surrounding residential uses. The site is immediately surrounded by a Colorado Department of Transportation (CDOT) six-lane highway (Parker Road) on the west, future commercial development to the south and east, and a drainage pond on the north. The existing and planned uses adjacent to the property adequately buffer the property from residential uses in the area. Furthermore, the proposed use is a relatively small generator of traffic and with South Metro Fire and Rescue Authority protocols in place, there will be very few impacts related to ambulance services that would not otherwise be present along Parker Road.

Based upon this analysis, staff has determined that this request meets this criterion.

2. Will be consistent with the Town Master Plan.

Applicant Response:

- *As we grow, we will strive to preserve the attributes of our unique, hometown character and community identity, the beauty of our natural environment, and the strengths of our neighborhoods, while lessening the adverse effects of growth.*

The site is located northeast of the Parker and Hess Road intersection, which is identified in the Parker 2035 Master Plan, General Land Use Plan (Figure 6B) as a Neighborhood Center within a Medium Density Residential Area. According to Parker 2035 Master Plan "Neighborhood Centers...typical uses include convenient retail and personal/business services...Other compatible uses such as small offices, recreational uses and restaurants are also permitted. (Chapter 6: Land Use, p. 6.15)".

The proposed 10,800 SF FSED will be fully integrated as part of a larger proposed commercial/medical office development which is consistent with the Parker 2035 Master Plan that envisions Neighborhood Centers to "range with gross leasable areas ranging from 50,000-250,000 SF combined." In its context, the facility is compatible with the pedestrian-scale and "small town character" of Parker's identity by providing a neighborhood scaled Emergency Department without a massive hospital complex.

The Emergency Department (ED) is often seen as the hospital's front door. FSEDs reposition the ED as the "porch" to the medical home- a 24-hour extension of the outpatient clinic rather than a revolving door to the inpatient ward. FSEDs provide hospital-level services in outpatient settings. Unlike hospital-based emergency departments, which receive 10% to 40% of their patients by ambulance, most FSED patients are walk-ins, and very few require hospital admission (<5%, vs. 15–35% for hospital-based EDs). This FSED will not observe patients overnight, rather transfer patients to a full-service hospital for any emergent sub-specialty need, an operation, or hospitalization. In the event of an emergent transfer, an EMS will transfer the patient to their hospital of choice with lights and sirens turning on once the ambulance reaches Parker Road per South Metro Fire Rescue EMS Protocols. Patients in non-emergent situations who require a transfer from the FSED to a hospital via ambulance, would be transported without lights and sirens. Due to South Metro Fire and Rescue EMS Protocols, the likelihood of this FSED receiving emergent ambulances would be rare-as ambulances are required to deliver patients to hospital EDs, not FSEDs.

Parker 2035 Master Plan identifies Neighborhood Centers as being planned to serve the basic needs of the surrounding residents; and this FSED achieves this end, by being located where most emergencies happen- close to where people live. Statistics show the average person waits anywhere from 2 to 6 hours at a hospital emergency department. This can be agonizing when you or your loved one is experiencing pain. At FSEDs, people receive fast service without sacrificing the quality of medical care. FSEDs boast little or no wait times, convenient locations, and very high patient-satisfaction scores.

HCA has embraced an FSED model in Colorado where patients are encouraged to visit first and, if required, are transferred to a hospital whose expertise matches their specific needs, such as stroke care, cancer care, or simply observation. The result; patients receive services where and when they need them.

- *Architectural and land use design is fundamental to our identity. As our community grows, special attention will be given to promoting high quality residential and commercial development that reflects aesthetic excellence.*

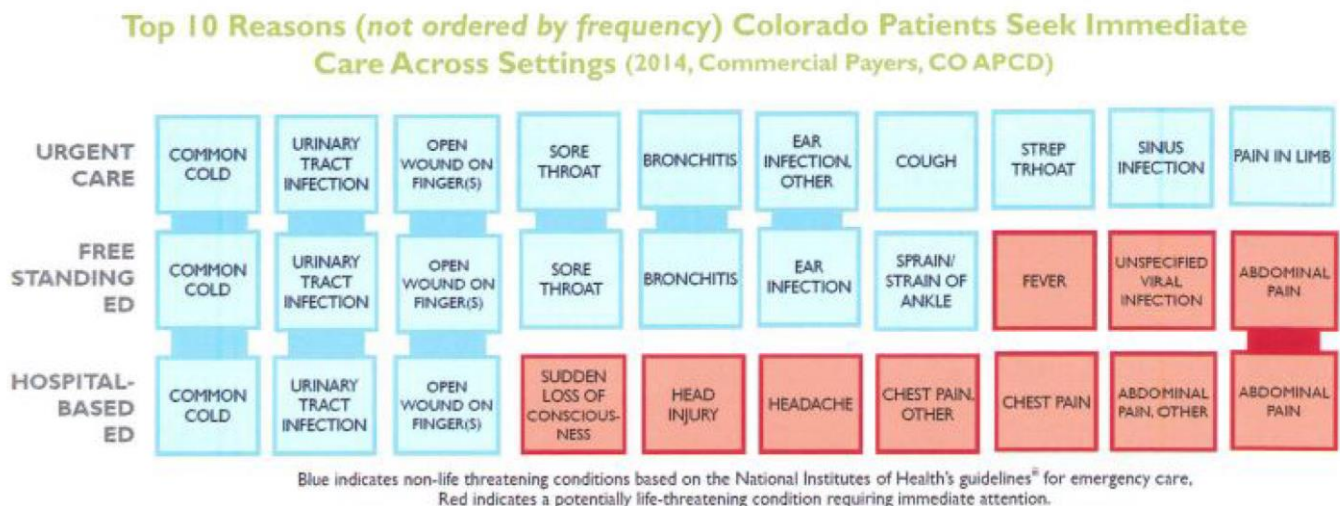
Special design consideration has been taken to integrate the exterior design of the FSED with the overall site architecture. Specifically, building façade, parapet articulation, awning design and materials will match the overall commercial development at this location. This FSED's custom design will integrate well with the overall aesthetic for this site. Building materials will present an image of high quality and permanence. The proposed predominant exterior building materials will be a rosewood velour brick and pre-manufactured insulated steel panel system in a sandblast finish in a light beige, which is in compliance with the Architectural Elements, Articulation and Color standards in the 2017 Town of Parker Commercial, Industrial and Multifamily Residential Design Standards. A screen wall that matches the building façade near the ambulance entry on the north side of the facility will help conceal this bay from the adjacent neighborhood.

While building height will be finalized during the Site Plan process, the proposed maximum building height for this FSED will be 21'-4" to the top of main building parapets and 27'-8" to the top of the mechanical screen wall. Building height will meet the Town requirement. The proposed FSED is designed to present a feeling of security, timelessness and well-being.

- *The long-term economic well-being of the Town is fundamental to its future. Therefore, we will encourage a variety of employment opportunities, and promote unique, local businesses.*

Free-standing Emergency Departments are one of the fastest growing improvements and trends in healthcare. FSEDs are emergency departments not attached to a hospital. FSEDs are not retail medical clinics or urgent care centers. Retail and urgent care providers perform some very basic testing (e.g., blood pressure, blood sugar, strep throat), but usually do not offer radiology services, and are staffed by nurse practitioners and/or physician assistants. Unlike retail clinics and urgent care centers, FSED's are open 24/7. Like hospital-based emergency departments, an FSED provides 24/7 access to an emergency physician, an emergency nurse, laboratory and radiology technicians, moderate-complexity blood testing (e.g. electrolyte profiles, complete blood count), and advanced imaging such as CT scan and ultrasound (in addition to X-ray). In addition, FSEDs can care for most emergent illnesses, including heart attack, stroke, and minor trauma.

Below is a chart from The Center for Improving Value in Health Care, Utilization Spot Analysis for Free Standing Emergency Departments, July 2016:



There are several Urgent Care Centers in Parker, but only two other FSEDs serving a population of approximately 51,200 people. There is a Centura Health Emergency at 9949 S. Oswego Street, which is 8 miles northwest of our proposed location, and a UC Health Emergency Room at 1699 Village Center Drive, approximately 5 miles northwest of the proposed site. In 2016, there were 34,317 emergency department visits in the Town of Parker. This number is expected to increase by over 8% in the next decade, reaching over 37,000 emergency department visits annually.

This growth outpaces the nation as a whole, as well as the Denver Metro Area (Source: SG2 Analytics). Sky Ridge provided care for more than 20% of all those that sought emergency care in 2016 (Source: Colorado Hospital Association). This is a greater share of the patient base than both the UC Health and Centura Health networks, and is equivalent to the number of patients served at Parker Adventist Hospital (24% of the patient population). This specific Parker location will allow patients who are seen in the FSED to easily seek follow-up care at the future, adjoining medical offices. For those Parker patients who are having their care managed by Sky Ridge physicians (follow-up surgical care, cancer treatment, etc.) this location provides the ability to be seen in a convenient location within the same system of providers. Once completed, this FSED will be an important addition to the Town of Parker by providing residents with high quality, responsive acute care, and is projected to employ a total of 40 people. Please note that while there will be 40 staff members hired, there will not be 40 staff members on site at one time. The following daily staffing model is anticipated for this FSED:

<i>Anticipated Daily Staffing</i>		
Occupation	Number of Employees	Hours Staffed
Medical Doctor (MD)	1	24/7
Registered Nurses (RNs)	2	24/7
Security Office	1	24/7
Emergency Medical Technician (MT)	1	24/7
MEDIC	1	24/7
Registration staff	1	9AM-9PM (remainder will be covered by Skyridge Hospital implementing "tele-registration").
Lab Member	1	9AM-9PM, remainder of the time, staff is performing all labs; remainder of labs are couriered to Sky Ridge Hospital.
CT/X-ray (Imaging) Staff	1	24/7
Environmental Services (EVS)	1	10AM-10PM, staff cover EVS duties when no coverage.
No respiratory support. All staff are cross-trained in respiratory therapy (RT) duties.		
No pharmacy support. A pharmacy is not a part of this facility.		
<i>After 9PM, staff is decreased from to 7 staff members. After 10PM, staff is decreased to 6 staff members.</i>		

Staff Analysis:

The Parker 2035 Master Plan identifies the intersection of Parker Road and Hess Road as a Neighborhood Center. This designation is intended to provide a variety of retail and personal/business services that can be used by residents within a relatively close proximity. The addition of a stand-alone emergency room will provide emergency services to the surrounding residents and the larger community without creating the impacts that a traditional hospital would create. For additional analysis see *Section IV Parker 2035 Master Plan* of this staff report.

Based upon this analysis, staff has determined that this request meets this criterion.

3. Will not result in an over-intensive use of land.

Applicant's Response:

The proposed FSED is a commercial use in a commercial zone district. The building is in compliance with the Pine Bluffs Development Guide Amendment 1 Design Standards for a Commercial Use Area:

	Front Setback	Side Setback from Public Street	Side Setback from Parker Rd	Rear Setback from Public Street	Rear Setback from Parker Rd	Max Building Height
Required	10'	20'	40' from edge of ROW	35'	40' from edge of ROW	35'
*Anticipated FSED	79'	50' from property line	50' from edge of ROW	57' from property line	N/A	21'-4"

**Note: Building setbacks and height will be finalized during Site Plan Process.*

The building's architecture will meet the goals and objectives for Commercial Development, per the Town of Parker Commercial, Industrial and Multifamily Residential Design Standards in that the rear building façade (north side) will have a simplified expression of the same materials and patterns used on the south, west and east sides of the building.

The facility will provide 21 standard parking spaces and 4 ADA parking spaces, and will be designed per Town standards and all of the Design Standards found in the Pine Bluffs PD.

Staff Analysis:

While compliance with the development standards for the request will be determined at the time of the site plan submittal, the applicant has demonstrated an ability to meet the necessary requirements and not create an over-intensive use of land.

Based on this analysis, staff has determined that this request meets this criterion, subject to the proposed condition.

4. Will not have a material adverse effect on community capital improvement programs.

Applicant's Response:

The proposed use will not have a material adverse effect on the Town's capital improvement program, as no improvements from the CIP funds are needed for this development.

Staff Analysis

The requested Use by Special Review will have no additional impact to the capital improvement program. Therefore, staff has determined that this request meets this criterion.

5. Will not require a level of community facilities and services greater than that which is available.

Applicant's Response:

The proposed use will not require a level of community facilities or services greater than that which is available. The infrastructure required to serve the project is adjacent to the site, and the proposed use does not require any additional infrastructure beyond that which would be typical for a Neighborhood Center use.

Staff Analysis:

The subject property is designated as Neighborhood Commercial in the Parker 2035 Master Plan and is zoned for commercial uses in anticipation of the development of the property. Services are available to the property. The Town and utility companies are prepared to provide services.

Based on this analysis, staff has determined that this request meets this criterion.

6. Will not result in undue traffic congestion or traffic hazards.

Applicant's Response:

The proposed project will provide adequate and appropriate ingress and egress for patients, ambulances, and other vehicles. Site circulation will provide safe and efficient movement with and between adjacent properties. The proposed project would include a limited number of driveways as approved by the Town of Parker Engineering Division to provide adequate site access for emergency vehicles, employees and emergency department patrons.

The "Traffic Impact Analysis for the Pine Ridge Development", dated September 1999 and prepared by Felsburg Holt & Ullevig, anticipated neighborhood retail use for the project site. The neighborhood retail use correlated to 57 daily trips per 1,000 square-feet of building. For a 10,800 square-foot building, the neighborhood retail use anticipated 615 daily trips.

The "Evaluation of Proposed Retail Access along Pine Bluffs Way", dated April 7, 2005 and prepared by Felsburg Holt & Ullevig, anticipated retail use for the project site. The retail use correlated to 43 daily trips per 1,000 square-feet of building. For a 10,800 square-foot building, the retail use anticipated 464 daily trips.

According to the latest Traffic Impact Study for Pine Bluff Filing 4, conducted by SM Rocha, LLC in October 2017; the anticipated trips generated from the proposed 10,800 square-foot free standing emergency building (FSED) is 32 daily trips with a hospital use, which correlates to approximately 3 daily trips per 1,000 square-feet of building. This is a 95% reduction in daily trips compared to the neighborhood retail use anticipated in the 1999 Analysis and a 93% reduction in daily trips compared to the retail use anticipated in the 2005 Evaluation.

<i>Traffic Impact Analysis Comparison</i>			
STUDY YEAR	USE	TRIPS / 1,000 SF	ANTICIPATED DAILY TRIPS
1999	Neighborhood Retail	57	615
2005	Retail	43	464
2017	FSED	3	32

Both the “Traffic Impact Analysis for Pine Ridge Development” and the “Evaluation of Proposed Retail Access along Pine Bluffs Way” planned for a proposed access to the retail/medical office area from East Shady Ridge Road. The site plan for the proposed FSED utilizes this anticipated access; therefore, this proposed development complies with the previously approved Master Traffic Studies.

Further, upon the Town of Parker’s request, the developer of the commercial development to the south of the FSED site has had prepared a “Traffic Impact Study for Pine Bluff Filing 4”, dated October 2017, prepared by SM Rocha for the proposed development area which includes the FSED. This study states the following in its conclusion: “Upon built-out of proposed development, it should be noted that the addition of traffic volumes to Shady Ridge Road are minimal. Moreover, Town standards indicate that, pursuant to roadway classification, Shady Ridge Road is designed to allow up to 8,000 vehicles per day... future daily total traffic volumes on Shady Ridge Road are anticipated to be 640 vehicles per day, well below Town standards.”

The site access being proposed from Shady Ridge Parkway will accommodate traffic to and from future commercial land uses. It is understood that the proposed special “T-intersection configuration” will provide interconnecting site access with Shady Ridge Parkway and Shady Ridge Road, and is still under review with Town Staff.

The intent of the intersection design is to direct traffic from Parker Road as free-flow movements to and from the proposed commercial area, avoiding the use of Shady Ridge Road. The design will give Shady Ridge Road a side road characteristic, essentially only being used by residents, as patrons will not have access to the commercial area via Shady Ridge Road. This isolates the adjacent neighborhood from future commercial traffic. From a numbers perspective, the proposed access is anticipated to reduce approximately 85% of site-generated traffic that would otherwise use Shady Ridge Road; a 50% reduction of overall total traffic. It is anticipated that some residents will still wish to access the commercial area, and the proposed intersection design will allow for this. A preliminary analysis of proposed access configuration concludes that traffic operations are within Town standards, and that safety is not being negatively impacted.

Staff Analysis:

As discussed in *Section VI Access, Circulation and Traffic Analysis* of this staff report, a reconfigured access is actively being pursued and engineered for the northern access to the commercial development that separates commercial and residential traffic.

The access on the south for the commercial area (Hess Road) and east for the commercial development (Pine Bluffs Way) are existing and were designed and have always been intended to serve the commercial needs of the Pine Bluffs development. Based on the applicant's updated traffic study and the access reconfiguration for the northern access, staff does not see the proposed use creating any undue traffic congestion or hazards beyond those that were anticipated when the area was originally zoned for commercial uses in 2001.

Based on this analysis, staff has determined that this request meets the criterion, subject to the proposed condition.

7. Will not cause significant air, water, or noise pollution.

Applicant's Response:

The proposed FSED will be a commercial use within a commercial development, and will comply with all current applicable state and federal regulations and standards concerning air quality, water quality and waste disposal. This commercial use will not constitute a significant new source of air pollution, and will not directly emit significant amounts of air pollutants, or attract motor vehicle trips that produce significant emissions.

The proposed site is located on undeveloped land which currently drains north to an existing detention and water quality pond. The design of the existing pond is documented in the "Pine Bluffs Filing No. 1 and Future Pine Bluffs Development Final Drainage Report", dated November 15, 2004, prepared by Carroll & Lange Inc. The future developed site will also drain to the existing detention and water quality pond via new curb and gutter, inlets and storm sewers. Based on the previously mentioned Report, the existing pond was designed to accept runoff from developed conditions on the proposed Site, and has adequate stormwater detention and water quality volumes and outlet controls to be in conformance with the Town's "Storm Drainage and Environmental Criteria Manual"; therefore, no improvements to the existing pond will be required to accommodate the development of this project.

Unlike hospital-based emergency departments, which receive 10% to 40% of their patients by ambulance, the majority of these FSED patients will be walk-ins. Due to South Metro Fire and Rescue EMS Protocols, the likelihood of this FSED receiving emergent ambulances would be rare- as ambulances are required to deliver patients to hospital Emergency Departments, not FSEDs. The only time an ambulance would deviate from South Metro Fire and Rescue EMS protocols, and have to deliver a patient to this FSED would be if the Parker Adventist Hospital Emergency Department was on "divert status," which is a very rare occasion. In this occurrence, ambulances would be coming in with lights and sirens.

While South Metro Fire and Rescue EMS Protocols prevent ambulances from bringing emergent patients to this FSED, it does not prevent ambulances from delivering non-emergent patients. If an ambulance has to bring a non-emergent patient to the FSED, lights and sirens would not be used for the delivery.

In the event of an emergent transfer from the FSED, an EMS will transfer the patient to their hospital of choice with lights and sirens turning on once the ambulance reaches Parker Road per South Metro Fire Rescue EMS Protocols. Patients in non-emergent situations who require a transfer from the FSED to a hospital via ambulance would be transported without lights and sirens. Noise pollution from EMS will be a rare occurrence at this FSED location. Further, because this FSED is not a hospital, there is no associated helipad or flight for life operations at this location.

Staff Analysis:

The requested Use by Special Review will not cause significant air, water, or noise pollution. The proposed use does not emit any particulates into the air and the site is served by a drainage facility on the northern property boundary. With adherence to the South Metro Fire District protocols, there will not be significant noise pollution beyond what already occurs with traffic volumes along Parker Road.

Based on this analysis, staff has determined that this request meets this criterion, subject to the proposed condition.

8. Will be adequately landscaped, buffered and screened.

Applicant's Response:

The proposed project will make use of landscaping and setbacks which provide buffers between the project site and adjacent uses. All screen walls and retaining walls will complement the architecture of the facility. Screen walls will be strategically placed to conceal the onsite generator, along with both the ambulance entry and patient drop-off areas to provide privacy for incoming patients, and to mitigate noise and nuisance. HVAC equipment, utility meters, generator, and trash will be screened and integrated into the overall design of the building, so that the visual and acoustic impacts of these functions are out of view from adjacent properties and from Parker Road, E. Shady Ridge Road and Pine Bluffs Way. The design of the screening walls will conform to the predominant materials and colors of the building, and will be as high as the equipment they conceal, in compliance with the Town's screening requirements.

Staff Analysis:

The preliminary drawings that have been provided indicate that the development of the site will comply with the Town's landscape standards. Based on a preliminary analysis, staff sees no reason as to why the site would not be able to meet the landscape requirements.

Based on this analysis, staff has determined that this request meets the criterion, subject to the proposed condition.

9. Will not otherwise be detrimental to the health, safety or welfare of the present or future inhabitants of the Town.

Applicant's Response

As stated previously, the FSED has taken the emergency room out of the hospital and placed it in the neighborhood, because emergencies happen where people live, not near the hospital. This FSED being conveniently located within the Town of Parker community will save lives.

This FSED is part of a larger HCA health care system which ensures that their patients stay within the continuum of care. FSEDs can efficiently connect patients with needed care closer to where they live. For the patients who do require hospital care, this FSED will be able to get patients to the right hospital for their needs, rather than whichever one is closest to home. This leads to an overall improvement and well-being of community health and welfare, when healthcare systems are integrated and easily accessible by the people they serve.

Staff Analysis:

The proposed development of a stand-alone emergency room presents a unique opportunity to improve the health, safety, and welfare of present and future inhabitants of the Town by providing emergency services faster and more local than a traditional hospital.

Based on this analysis, staff has determined that this request meets this criterion.

VIII. SUMMARY REFERRAL AGENCY COMMENTS AND CONDITIONS

Agency	Comments
Engineering Division	No comments
Fire Life Safety	Advisory comments
Building Division	No comments
Parker Water and Sanitation District	Approved
Xcel	Advisory Comments
IREA	Advisory Comments
CenturyLink	No comment
Pine Bluffs HOA	No comments and approval of the reconfigured intersection.

IX. CONCLUSION

Based upon the analysis contained in this staff report and the comments provided by the referral agencies above, staff believes that the request meets the approval criteria for a Use by Special Review, with the recommended conditions.

X. RECOMMENDED CONDITIONS

1. The facility shall be required to comply with all South Metro Fire District protocols for ambulances that may service this facility.
2. The applicant shall be required to work with staff during the site plan process to ensure that the facility reflects high-quality architecture that exceeds the Town's requirements.
3. The future site plan shall comply with all of the Town's development standards prior to the approval of any building permit.
4. The property owner is required to continue to work with Town staff in order to develop and construct a revised intersection for Shady Ridge Parkway and Shady Ridge Road/Crooked Pine Circle that is substantially similar to the configuration discussed in Section VI of this staff report.

XI. ATTACHMENTS

1. Applicant's project narrative
2. Applicant's approval criteria narrative
3. Concept Site Layout

Report Approved By: Bryce Matthews, Planning Manager

Through: Jason Rogers, Deputy Community Development Director

February 21, 2018

Paul Workman
Town of Parker Community Development Department
Town Hall / 20120 E. Mainstreet
Parker, Colorado 80138

Re: Free Standing Emergency Department, Use By Special Review- Project Narrative

Dear Mr. Workman,

Please find enclosed Use by Special Review application re-submittal for a Free-Standing Emergency Department (FSED) at the northeast corner of the Hess and Parker Road intersection. This application has been prepared by and for the following parties to the benefit of the residents of Parker and the surrounding areas.

Owner
Mustang Development Company
5291 E. Yale Avenue
Denver, CO 80222
303-758-3500
Contact: Jeffrey Sheets

Applicant
HCA
4900 S. Monaco St.,
Suite 380
Denver, CO 80237
303-788-2530
Contact: Kevin Kucera

Planner
Norris Design
1101 Bannock St.
Denver, Colorado 80204
303-892-1166
Contact: Wendi Birchler

Architect
Devenney Group
201 West Indian School Rd.
Phoenix, AZ 85013
602-943-8950
Contact: Kevin Cook

Civil Engineer
Redland
1500 West Canal Court
Littleton, CO 80120
720-283-6783
Contact: Mark Cevaai

The following items are including in this re-submittal package:

- Project Narrative
- Approval Considerations
- Comment Response Letter

PROJECT NARRATIVE

Site Location

The proposed HCA Free-Standing Emergency Department (FSED) site is located northeast of the Parker Road and Hess Road intersection. The 10,800 SF Community Emergency Center will be located on a 1.65-acre lot within the Pine Bluffs Development, which is identified in the Parker 2035 General Land Use Plan (Figure 6B) as a Neighborhood Center within a Medium Density Residential Area. Surrounding land uses include commercial and single family residential. The site has excellent regional vehicular access being adjacent to a significant intersection of two arterials. The location of the FSED being north of a proposed small commercial/ medical office development immediately adjacent to our site, will have safe pedestrian and bicycle access. The FSED will not be an island, rather fully integrated and connected with adjacent commercial development.

Project Overview

The HCA FSED will help meet increased healthcare demand as the Parker community grows. In 2016, there were 34,317 emergency department visits in the Town of Parker. This number is expected to increase by over 8% in the next decade, reaching over 37,000 emergency department visits annually. This growth outpaces the nation as a whole, as well as the Denver Metro Area (Source: SG2 Analytics). Sky Ridge provided care for more than 20% of all those that sought emergency care in 2016 (Source: Colorado Hospital Association). This is a greater share of the patient base than both the UC Health and Centura Health networks, and is equivalent to the number of patients served at Parker Adventist Hospital (24% of the patient population). This specific Parker location will allow patients who are seen in the FSED to easily seek follow-up care at the future, adjoining medical offices. For those Parker patients who are having their care managed by Sky Ridge physicians (follow-up surgical care, cancer treatment, etc.) this location provides the ability to be seen in a convenient location within the same system of providers.

FSEDs are not retail medical clinics or urgent care centers. Retail and urgent care center providers perform some very basic testing (e.g., blood pressure, blood sugar, strep throat), but usually do not offer radiology services and are staffed by nurse practitioners and/or physician assistants. Unlike retail clinics and urgent care centers, FSED's are open 24/7. Like hospital-based emergency departments, an FSED provides 24/7 access to an emergency physician, an emergency nurse, laboratory and radiology technicians, moderate-complexity blood testing (e.g. electrolyte profiles, complete blood count), and advanced imaging such as CT scan and ultrasound (in addition to X-ray) In addition, FSEDs can care for most emergent illnesses, including heart attack, stroke, and minor trauma. FSEDs provide hospital-level services in outpatient settings.

This 24/7 facility has taken the emergency room out of the hospital and placed it in the neighborhood, because emergencies happen where people live, not near the hospital. At this FSED, patients will receive the highest level of care for emergent illnesses. When a medical emergency occurs, patients need the highest level of emergency care as quickly as possible. This FSED being conveniently located within the Pine Bluffs community will save lives.

Vehicular and pedestrian access to the facility will be provided from Hess Road and Pine Bluffs Way, and Shady Ridge Parkway via Shady Ridge Road, with a screened ambulance entrance to the rear of the building, to provide patient privacy and to mitigate flashing lights. The latest proposed access configuration will accommodate traffic to and from the proposed commercial land uses. It is understood that the proposed special "T-intersection configuration" will provide interconnecting site access with Shady Ridge Parkway and Shady Ridge Road, and is still under review with Town Staff. The intent of the intersection design is to direct traffic from Parker Road as free-flow movements to and from the proposed commercial area, avoiding the use of Shady Ridge Road. The design will give Shady Ridge Road a side road characteristic, essentially only being used by residents, as patrons will not have access to the commercial area via Shady Ridge Road. This isolates the adjacent neighborhood from future commercial traffic.

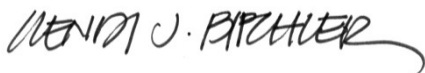
After further investigation, the HCA Saddle Rock facility comparison that was referenced in previous submittals, was deemed no longer relevant to this application because of this proposed FSED's unique and close proximity to Parker Adventist Hospital, the projected monthly ambulance visits are 6 per month (this includes both emergent and non-emergent deliveries), which is significantly lower than any other HCA FSED built to date. Emergent patients are those experiencing an immediate threat to a person's own life or someone else's life, a threat of grave disability, or active childbirth. Non-emergent patients need care that is required to avoid a crisis within the next 24-hours due to an unexpected illness or injury.

This HCA FSED is projected to have 15 patient visits per day, most of which will be walk-ins. Due to South Metro Fire and Rescue EMS Protocols, the likelihood of this FSED receiving emergent ambulances would be rare; as ambulances are required to deliver patients to hospital EDs, not FSEDs. While South Metro Fire and Rescue EMS Protocols prevent ambulances from bringing emergent patients to this FSED, it does not prevent ambulances from delivering non-emergent patients. If an ambulance has to bring a non-emergent patient to the FSED, lights and sirens would not be used for the delivery.

This FSED will not observe patients overnight, rather transfer patients to a full-service hospital for any emergent sub-specialty need- for example an operation or hospitalization. In the event of an emergent transfer, an EMS will transfer the patient to their hospital of choice with lights and sirens turning on once the ambulance reaches Parker Road per South Metro Fire Rescue EMS Protocols. Patients in non-emergent situations who require a transfer from the FSED to a hospital via ambulance would be transported without lights and sirens.

The site plan and building design will preserve and enhance the scale and character of the existing neighborhood while providing for new development which is consistent with the vision and goals of the Parker 2035 Master Plan, and the architectural design guidelines established by the Town. Once completed, the FSED will be an important addition to the Town of Parker by providing residents with high quality, responsive acute care, and employment opportunities.

Sincerely,
Norris Design



Wendi Birchler
Principal

February 21, 2018

Free Standing Emergency Department (FSED), Use By Special Review- Approval Considerations

Section 13.04.200((b)(1-9)

Criteria for approval. The Town Council may approve a use by special review subject to reasonable conditions which include, but are not limited to, the requirements that the proposed use:

1. Will be in harmony and compatible with the character of the surrounding areas and neighborhood;

Response: The proposed project will be designed to protect and preserve the scale and character of the existing neighborhood while providing for new development which is consistent with the vision and goals of the Parker 2035 Master Plan, and the architectural design guidelines established by the Town.

The location of the Free-Standing Emergency Department (FSED) being north of a proposed small commercial/ medical office development immediately adjacent to our site, will have safe pedestrian and bicycle access. The FSED will not be an island, rather fully integrated and connected with adjacent commercial development. The architecture of the facility will match the adjacent future commercial development, as described in more detail in the response to Approval Consideration #2.

This 24/7 facility has taken the emergency room out of the hospital and placed it in the neighborhood, because emergencies happen where people live, not near the hospital. At the HCA Parker FSED, patients will receive the highest level of care for emergent illnesses- including heart attack, stroke, and trauma. When a medical emergency occurs, patients need the highest level of emergency care as quickly as possible. This FSED being conveniently located within the Pine Bluffs community, will not only save the lives of neighboring residents, but also serve the entire Town of Parker.

After further investigation, the HCA Saddle Rock facility comparison, that was referenced in previous submittals, was deemed no longer relevant to this application because this proposed FSED's unique and close proximity to Parker Adventist Hospital, the projected monthly ambulance visits are 6 per month (this includes both emergent and non-emergent deliveries), which is significantly lower than any other HCA FSED built to date. Emergent patients are those experiencing an immediate threat to a person's own life or someone else's life, a threat of grave disability, or active childbirth. Non-emergent patients need care that is required to avoid a crisis within the next 24-hours due to an unexpected illness or injury. This HCA FSED is projected to have 15 patient visits per day, most of which will be walk-ins. Due to South Metro Fire and Rescue EMS Protocols, the likelihood of this FSED receiving emergent ambulances would be rare; as ambulances are required to deliver patients to hospital Emergency Departments, not FSEDs.

An emergent ambulance will typically keep lights and sirens on until they are clear through traffic on Parker Road. On direct approach to the facility, the sirens are turned off, but lights will remain until parked in the screened ambulance bay. Patients in non-emergent situations who require a transfer

from the FSED to a hospital via ambulance would be transported without lights and sirens. However, should a patient be suffering an emergent illness (major trauma) that requires a hospital transfer; ambulances would have lights on in the parking lot departing the FSED, and would turn on the siren once the ambulance is in the flow of traffic.

The building's orientation, lighting and landscaping are designed to minimize noise and nuisance. Illuminated building signage is intended to be 18"-tall red "emergency" letters, and will likely be located on the south and east sides of the building. The building's primary signage will likely be located on the west side along Parker Road, which provides prominent visibility. Special attention will be made for the west, east and north building elevations, as the facility is visible both from Parker Road and the Pine Bluffs community. Due to the natural topography of the site, the building will sit significantly lower than the adjacent neighborhood. All building signage, lighting and site lighting will comply with all Town standards. Full cut-off fixtures will be used on site, and will be aimed and shielded in a manner that will not direct illumination on the adjacent residential neighborhood. Lighting will be designed to prevent glare, and not trespass over property lines. There will not be any digital signage, no neon signs, no reader boards, no wall-mounted floodlights, and no spotlights or rotating spotlights. There will not be a helipad as flight-for-life operations will not be occurring at this FSED. Landscape buffering and screening are required to be consistent with the Town's standards.

2. Will be consistent with the Town Master Plan;
 - As we grow, we will strive to preserve the attributes of our unique, hometown character and community identity, the beauty of our natural environment, and the strengths of our neighborhoods, while lessening the adverse effects of growth.

Response: The site is located northeast of the Parker and Hess Road intersection, which is identified in the Parker 2035 Master Plan, General Land Use Plan (Figure 6B) as a Neighborhood Center within a Medium Density Residential Area. According to Parker 2035 Master Plan "Neighborhood Centers...typical uses include convenient retail and personal/business services...Other compatible uses such as small offices, recreational uses and restaurants are also permitted. (Chapter 6: Land Use, p. 6.15)"

The proposed 10,800 SF FSED will be fully integrated as part of a larger proposed commercial/medical office development which is consistent with Parker 2035 Master Plan that envisions Neighborhood Centers to "range with gross leasable areas ranging from 50,000-250,000 SF combined." In its context, the facility is compatible with the pedestrian-scale and "small town character" of Parker's identity by providing a neighborhood scaled Emergency Department without a massive hospital complex.

The Emergency Department (ED) is often seen as the hospital's front door. FSEDs reposition the ED as the "porch" to the medical home- a 24-hour extension of the outpatient clinic rather than a revolving door to the inpatient ward. FSEDs provide hospital-level services in outpatient settings. Unlike hospital-based emergency departments, which receive 10% to 40% of their patients by ambulance, most FSED patients are walk-ins, and very few require hospital admission (<5%, vs. 15-35% for hospital-based EDs). This FSED will not observe patients overnight, rather transfer patients to a full-service hospital for any emergent sub-specialty need, an operation, or hospitalization. In the event of an emergent

transfer, an EMS will transfer the patient to their hospital of choice with lights and sirens turning on once the ambulance reaches Parker Road per South Metro Fire Rescue EMS Protocols. Patients in non-emergent situations who require a transfer from the FSED to a hospital via ambulance, would be transported without lights and sirens. Due to South Metro Fire and Rescue EMS Protocols, the likelihood of this FSED receiving emergent ambulances would be rare- as ambulances are required to deliver patients to hospital EDs, not FSEDs.

Parker 2035 Master Plan identifies Neighborhood Centers as being planned to serve the basic needs of the surrounding residents; and this FSED achieves this end, by being located where most emergencies happen- close to where people live. Statistics show the average person waits anywhere from 2 to 6 hours at a hospital emergency department. This can be agonizing when you or your loved one is experiencing pain. At FSEDs, people receive fast service without sacrificing the quality of medical care. FSEDs boast little or no wait times, convenient locations, and very high patient-satisfaction scores.

HCA has embraced an FSED model in Colorado where patients are encouraged to visit first and, if required, are transferred to a hospital whose expertise matches their specific needs, such as stroke care, cancer care, or simply observation. The result; patients receive services where and when they need them.

- Architectural and land use design is fundamental to our identity. As our community grows, special attention will be given to promoting high quality residential and commercial development that reflects aesthetic excellence.

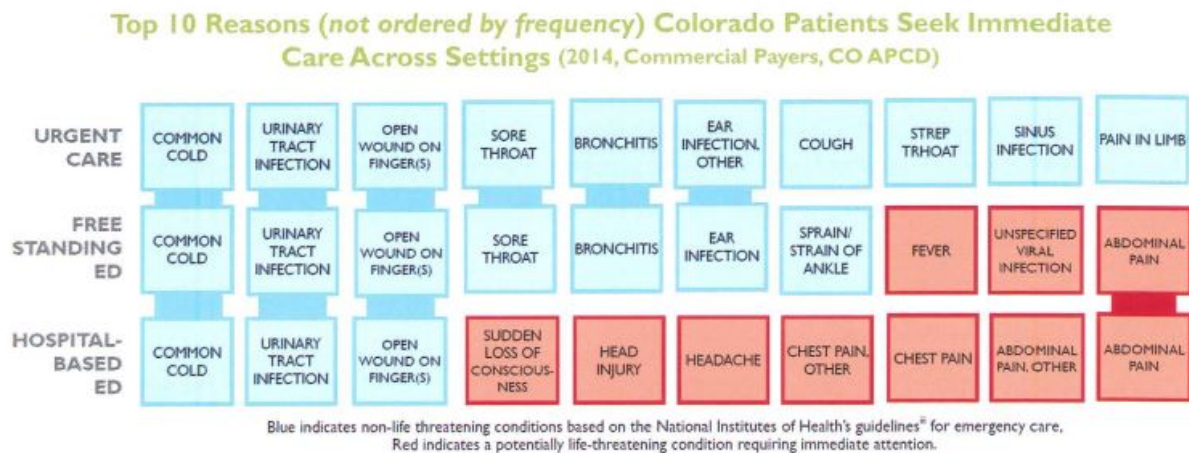
Special design consideration has been taken to integrate the exterior design of the FSED with the overall site architecture. Specifically, building façade, parapet articulation, awning design and materials will match the overall commercial development at this location. This FSED's custom design will integrate well with the overall aesthetic for this site. Building materials will present an image of high quality and permanence. The proposed predominant exterior building materials will be a rosewood velour brick and pre-manufactured insulated steel panel system in a sandblast finish in a light beige, which is in compliance with the Architectural Elements, Articulation and Color standards in the 2017 Town of Parker Commercial, Industrial and Multifamily Residential Design Standards. A screen wall that matches the building façade near the ambulance entry on the north side of the facility will help conceal this bay from the adjacent neighborhood. While building height will be finalized during the Site Plan process, the proposed maximum building height for this FSED will be 21'-4" to the top of main building parapets and 27'-8" to the top of the mechanical screen wall. Building height will meet the Town requirement. The proposed FSED is designed to present a feeling of security, timelessness and well-being.

- The long-term economic well-being of the Town is fundamental to its future. Therefore, we will encourage a variety of employment opportunities, and promote unique, local businesses.

Free-standing Emergency Departments are one of the fastest growing improvements and trends in healthcare. FSEDs are emergency departments not attached to a hospital. FSEDs are not retail medical clinics or urgent care centers. Retail and urgent care providers perform some very basic testing (e.g., blood pressure, blood sugar, strep throat), but

usually do not offer radiology services, and are staffed by nurse practitioners and/or physician assistants. Unlike retail clinics and urgent care centers, FSED's are open 24/7. Like hospital-based emergency departments, an FSED provides 24/7 access to an emergency physician, an emergency nurse, laboratory and radiology technicians, moderate-complexity blood testing (e.g. electrolyte profiles, complete blood count), and advanced imaging such as CT scan and ultrasound (in addition to X-ray). In addition, FSEDs can care for most emergent illnesses, including heart attack, stroke, and minor trauma.

Below is a chart from The Center for Improving Value in Health Care, Utilization Spot Analysis for Free Standing Emergency Departments, July 2016:



There are several Urgent Care Centers in Parker, but only two other FSEDs serving a population of approximately 51,200 people. There is a Centura Health Emergency at 9949 S. Oswego Street, which is 8 miles northwest of our proposed location, and a UC Health Emergency Room at 1699 Village Center Drive, approximately 5 miles northwest of the proposed site. In 2016, there were 34,317 emergency department visits in the Town of Parker. This number is expected to increase by over 8% in the next decade, reaching over 37,000 emergency department visits annually. This growth outpaces the nation as a whole, as well as the Denver Metro Area (Source: SG2 Analytics). Sky Ridge provided care for more than 20% of all those that sought emergency care in 2016 (Source: Colorado Hospital Association). This is a greater share of the patient base than both the UC Health and Centura Health networks, and is equivalent to the number of patients served at Parker Adventist Hospital (24% of the patient population). This specific Parker location will allow patients who are seen in the FSED to easily seek follow-up care at the future, adjoining medical offices. For those Parker patients who are having their care managed by Sky Ridge physicians (follow-up surgical care, cancer treatment, etc.) this location provides the ability to be seen in a convenient location within the same system of providers.

Once completed, this FSED will be an important addition to the Town of Parker by providing residents with high quality, responsive acute care, and is projected to employ a total of 40 people. Please note that while there will be 40 staff members hired, there will

not be 40 staff members on site at one time. The following daily staffing model is anticipated for this FSED:

<i>Anticipated Daily Staffing</i>		
Occupation	Number of Employees	Hours Staffed
Medical Doctor (MD)	1	24/7
Registered Nurses (RNs)	2	24/7
Security Office	1	24/7
Emergency Medical Technician (MT)	1	24/7
MEDIC	1	24/7
Registration staff	1	9AM-9PM (remainder will be covered by Skyridge Hospital implementing "tele-registration").
Lab Member	1	9AM-9PM, remainder of the time, staff is performing all labs; remainder of labs are couriered to Sky Ridge Hospital.
CT/X-ray (Imaging) Staff	1	24/7
Environmental Services (EVS)	1	10AM-10PM, staff cover EVS duties when no coverage.
No respiratory support. All staff are cross-trained in respiratory therapy (RT) duties.		
No pharmacy support. A pharmacy is not a part of this facility.		
After 9PM, staff is decreased from to 7 staff members. After 10PM, staff is decreased to 6 staff members.		

3. Will not result in an over-intensive use of land;

Response: The proposed FSED is a commercial use in a commercial zone district. The building will be in compliance with the Pine Bluffs Development Guide Amendment 1 Design Standards for a Commercial Use Area:

	Front Setback	Side Setback from Public Street	Side Setback from Parker Rd	Rear Setback from Public Street	Rear Setback from Parker Rd	Max Building Height
Required	10'	20'	40' from edge of ROW	35'	40' from edge of ROW	35'
*Anticipated FSED	79'	50' from property line	50' from edge of ROW	57' from property line	N/A	21'-4"
*Note: Building setbacks and height will be finalized during Site Plan Process.						

The building's architecture will meet the goals and objectives for Commercial Development, per the Town of Parker Commercial, Industrial and Multifamily Residential Design Standards in that the rear building façade (north side) will have a simplified expression of the same materials and patterns used on the south, west and east sides of the building.

The facility will provide 21 standard parking spaces and 4 ADA parking spaces, and will be designed per Town standards and all of the Design Standards found in the Pine Bluffs PD Zone document.

4. Will not have a material adverse effect on community capital improvement programs;

Response: The proposed use will not have a material adverse effect on the Town's capital improvement program, as no improvements from the CIP funds are needed for this development.

5. Will not require a level of community facilities and services greater than that which is available;

Response: The proposed use will not require a level of community facilities or services greater than that which is available. The infrastructure required to serve the project is adjacent to the site, and the proposed use does not require any additional infrastructure beyond that which would be typical for a Neighborhood Center use.

6. Will not result in undue traffic congestion or traffic hazards;

Response: The proposed project will provide adequate and appropriate ingress and egress for patients, ambulances, and other vehicles. Site circulation will provide safe and efficient movement with and between adjacent properties. The proposed project would include a limited number of driveways as approved by the Town of Parker Engineering Division to provide adequate site access for emergency vehicles, employees and emergency department patrons.

The "Traffic Impact Analysis for the Pine Ridge Development", dated September 1999 and prepared by Felsburg Holt & Ullevig, anticipated neighborhood retail use for the project site. The neighborhood retail use correlated to 57 daily trips per 1,000 square-feet of building. For a 10,800 square-foot building, the neighborhood retail use anticipated 615 daily trips.

The "Evaluation of Proposed Retail Access along Pine Bluffs Way", dated April 7, 2005 and prepared by Felsburg Holt & Ullevig, anticipated retail use for the project site. The retail use correlated to 43 daily trips per 1,000 square-feet of building. For a 10,800 square-foot building, the retail use anticipated 464 daily trips.

According to the latest Traffic Impact Study for Pine Bluff Filing 4, conducted by SM Rocha, LLC in October 2017; the anticipated trips generated from the proposed 10,800 square-foot free standing emergency building (FSED) is 32 daily trips with a hospital use, which correlates to approximately 3 daily trips per 1,000 square-feet of building. This is a 95% reduction in daily trips compared to the neighborhood retail use anticipated in the 1999 Analysis and a 93% reduction in daily trips compared to the retail use anticipated in the 2005 Evaluation.

<i>Traffic Impact Analysis Comparison</i>			
STUDY YEAR	USE	TRIPS / 1,000 SF	ANTICIPATED DAILY TRIPS
1999	Neighborhood Retail	57	615
2005	Retail	43	464
2017	FSED	3	32

Both the “Traffic Impact Analysis for Pine Ridge Development” and the “Evaluation of Proposed Retail Access along Pine Bluffs Way” planned for a proposed access to the retail/medical office area from East Shady Ridge Road. The site plan for the proposed FSED utilizes this anticipated access; therefore, this proposed development complies with the previously approved Master Traffic Studies.

Further, upon the Town of Parker’s request, the developer of the commercial development to the south of the FSED site has had prepared a “Traffic Impact Study for Pine Bluff Filing 4”, dated October 2017, prepared by SM Rocha for the proposed development area which includes the FSED. This study states the following in its conclusion: “Upon built-out of proposed development, it should be noted that the addition of traffic volumes to Shady Ridge Road are minimal. Moreover, Town standards indicate that, pursuant to roadway classification, Shady Ridge Road is designed to allow up to 8,000 vehicles per day... future daily total traffic volumes on Shady Ridge Road are anticipated to be 640 vehicles per day, well below Town standards.”

The site access being proposed from Shady Ridge Parkway will accommodate traffic to and from future commercial land uses. It is understood that the proposed special “T-intersection configuration” will provide interconnecting site access with Shady Ridge Parkway and Shady Ridge Road, and is still under review with Town Staff.

The intent of the intersection design is to direct traffic from Parker Road as free-flow movements to and from the proposed commercial area, avoiding the use of Shady Ridge Road. The design will give Shady Ridge Road a side road characteristic, essentially only being used by residents, as patrons will not have access to the commercial area via Shady Ridge Road. This isolates the adjacent neighborhood from future commercial traffic. From a numbers perspective, the proposed access is anticipated to reduce approximately 85% of site-generated traffic that would otherwise use Shady Ridge Road; a 50% reduction of overall total traffic. It is anticipated that some residents will still wish to access the commercial area, and the proposed intersection design will allow for this. A preliminary analysis of proposed access configuration concludes that traffic operations are within Town standards, and that safety is not being negatively impacted.

7. Will not cause significant air, water or noise pollution;

Response: The proposed FSED will be a commercial use within a commercial development, and will comply with all current applicable state and federal regulations and standards concerning air quality, water quality and waste disposal. This commercial use will not constitute a significant new source of air pollution, and will not directly emit significant amounts of air pollutants, or attract motor vehicle trips that produce significant emissions.

The proposed site is located on undeveloped land which currently drains north to an existing detention and water quality pond. The design of the existing pond is documented in the "Pine Bluffs Filing No. 1 and Future Pine Bluffs Development Final Drainage Report", dated November 15, 2004, prepared by Carroll & Lange Inc. The future developed site will also drain to the existing detention and water quality pond via new curb and gutter, inlets and storm sewers. Based on the previously mentioned Report, the existing pond was designed to accept runoff from developed conditions on the proposed Site, and has adequate stormwater detention and water quality volumes and outlet controls to be in conformance with the Town's "Storm Drainage and Environmental Criteria Manual"; therefore, no improvements to the existing pond will be required to accommodate the development of this project.

Unlike hospital-based emergency departments, which receive 10% to 40% of their patients by ambulance, the majority of these FSED patients will be walk-ins. Due to South Metro Fire and Rescue EMS Protocols, the likelihood of this FSED receiving emergent ambulances would be rare—as ambulances are required to deliver patients to hospital Emergency Departments, not FSEDs. The only time an ambulance would deviate from South Metro Fire and Rescue EMS protocols, and have to deliver a patient to this FSED would be if the Parker Adventist Hospital Emergency Department was on "divert status," which is a very rare occasion. In this occurrence, ambulances would be coming in with lights and sirens.

While South Metro Fire and Rescue EMS Protocols prevent ambulances from bringing emergent patients to this FSED, it does not prevent ambulances from delivering non-emergent patients. If an ambulance has to bring a non-emergent patient to the FSED, lights and sirens would not be used for the delivery.

In the event of an emergent transfer from the FSED, an EMS will transfer the patient to their hospital of choice with lights and sirens turning on once the ambulance reaches Parker Road per South Metro Fire Rescue EMS Protocols. Patients in non-emergent situations who require a transfer from the FSED to a hospital via ambulance would be transported without lights and sirens. Noise pollution from EMS will be a rare occurrence at this FSED location. Further, because this FSED is not a hospital, there is no associated helipad or flight for life operations at this location.

8. Will be adequately landscaped, buffered and screened;

Response: The proposed project will make use of landscaping and setbacks which provide buffers between the project site and adjacent uses. All screen walls and retaining walls will complement the architecture of the facility. Screen walls will be strategically placed to conceal the onsite generator, along with both the ambulance entry and patient drop-off areas to provide privacy for incoming patients, and to mitigate noise and nuisance. HVAC equipment, utility meters, generator,

and trash will be screened and integrated into the overall design of the building, so that the visual and acoustic impacts of these functions are out of view from adjacent properties and from Parker Road, E. Shady Ridge Road and Pine Bluffs Way. The design of the screening walls will conform to the predominant materials and colors of the building, and will be as high as the equipment they conceal, in compliance with the Town's screening requirements.

9. Will not otherwise be detrimental to the health, safety or welfare of the present or future inhabitants of the Town.

Response: As stated previously, the FSED has taken the emergency room out of the hospital and placed it in the neighborhood, because emergencies happen where people live, not near the hospital. This FSED being conveniently located within the Town of Parker community will save lives.

This FSED is part of a larger HCA health care system which ensures that their patients stay within the continuum of care. FSEDs can efficiently connect patients with needed care closer to where they live. For the patients who do require hospital care, this FSED will be able to get patients to the right hospital for their needs, rather than whichever one is closest to home. This leads to an overall improvement and well-being of community health and welfare, when healthcare systems are integrated and easily accessible by the people they serve.

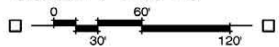
FOR REFERENCE ONLY.



DATE: 01/16/2018
G3 JOB #: 16-056

Site Plan

SCALE: 1" = 60' - 0"



GRAPHICS SHOWN ARE CONCEPTUAL
AND ARE SUBJECT TO CHANGE

Parker & Hess
Parker, CO

KOELBEL AND COMPANY

5291 E Yale Avenue
Denver, Colorado 80222
T. 303.300.8850

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Request for Town Council Action

Date: March 19, 2018
Submitted By: Jim Maloney, Town Attorney
Reviewed By: Michelle Kivela, Town Administrator
Title: **SERVICE PLANS FOR BELFORD SOUTH AND
BELFORD NORTH METROPOLITAN DISTRICTS
(continued from March 5, 2018)**

Department: Town Attorney, Jim Maloney

- (1) RESOLUTION NO. 18-030**
**A Resolution to Approve the First Amended and
Restated Service Plan for Belford South Metropolitan
District**
- (2) RESOLUTION NO. 18-031**
**A Resolution to Approve the Formation of a Title 32
Special District for Belford North Metropolitan
District**

EXECUTIVE SUMMARY

The purpose of Resolution No. 18-030 is to approve the request by the Belford South Metropolitan District (“BSMD”) to amend and restate its service plan. The purpose of Resolution No. 18-031 is to approve the proposed service plan for the Belford North Metropolitan District (“BNMD”). Both resolutions are being considered as a part of one public hearing for the reason that the service plans for these districts (the “Service Plans”) are essentially the same, except that BSMD serves as the residential district and BNMD serves as the commercial district.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

On March 21, 2016, the Town Council, by Resolution No. 16-022, approved the original service

plan for BSMD, which was subsequently organized and is an existing special district. BSMD contains the residential portions of the Belford project south of Belford Avenue as depicted on the attached vicinity map. The proposed BNMD contains the commercial portions of the project north of Belford Avenue as depicted on the attached vicinity map. The Service Plans propose that BSMD and BNMD (collectively, “the Districts”) will cooperatively complete public improvements for the Project.

With this application, BSMD proposes to amend and restate its service plan so that the Service Plans for the Districts are essentially the same, but with BSMD serving as the residential district and BNMD serving as the commercial district. The Service Plans contain a singular Capital Plan and Financial Plan, showing shared costs and financing by the Districts. The attached report summarizes key information regarding the Service Plans, which report is applicable to both Districts, except where indicated otherwise in the report.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)

Innovate with Collaborative Governance

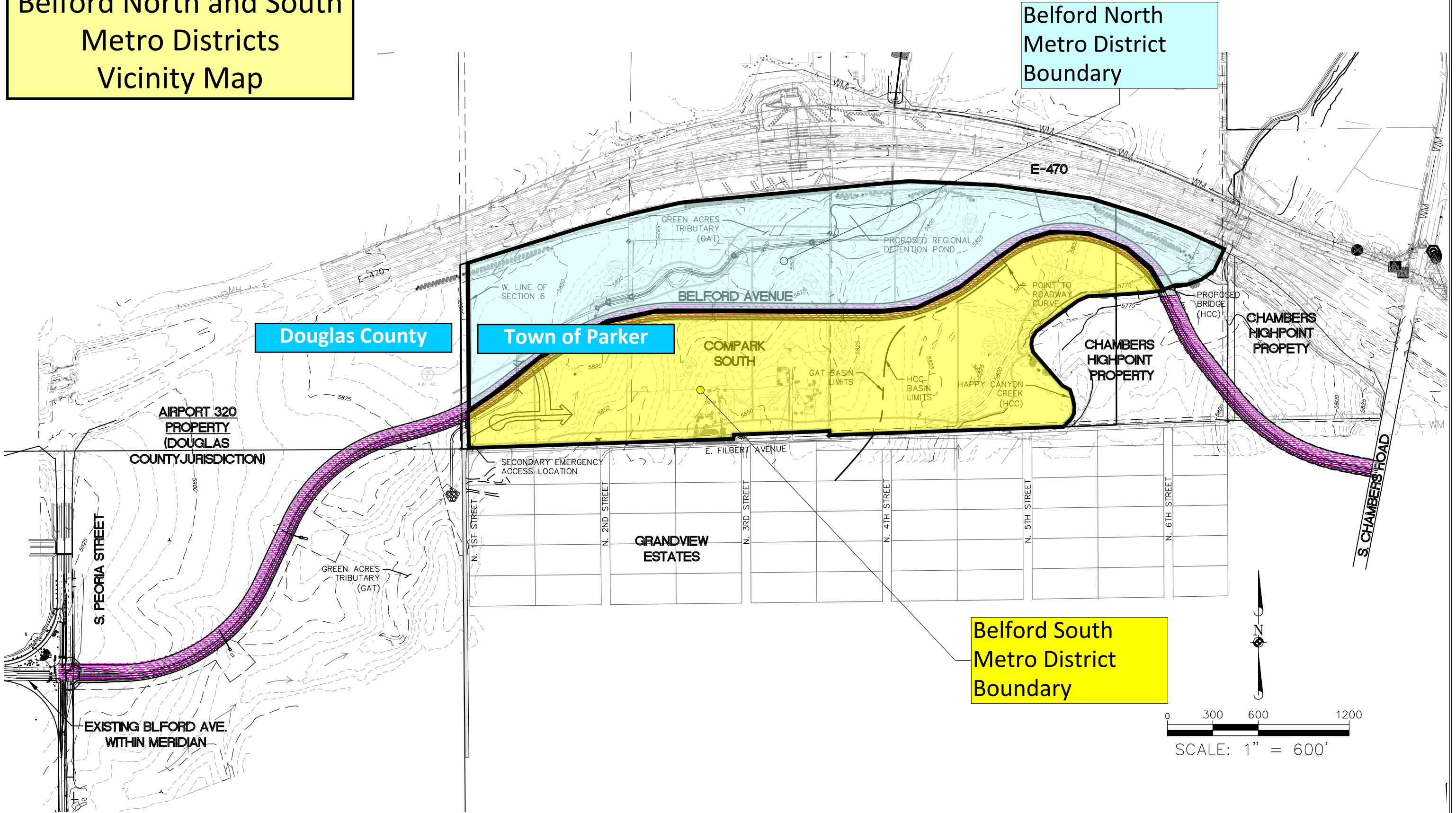
ATTACHMENTS

1. Belford North and South MD Vicinity Map
2. Resolution No. 18-030
3. Belford South MD FINAL 1st Amended & Restated Service Plan
4. Resolution No. 18-031
5. Belford North MD FINAL Service Plan
6. Belford South & North MDs Report
7. Belford Development Fee Letter

RECOMMENDED MOTION

I move to approve Resolution No. 18-030 and Resolution No. 18-031.

Belford North and South
Metro Districts
Vicinity Map



0 300 600 1200
SCALE: 1" = 600'

RESOLUTION NO. 18-030, Series of 2018

TITLE: A RESOLUTION TO APPROVE THE FIRST AMENDED AND RESTATED SERVICE PLAN FOR BELFORD SOUTH METROPOLITAN DISTRICT

WHEREAS, THE TOWN COUNCIL OF PARKER FINDS:

A. By Resolution No. 16-022, the Town Council of the Town of Parker on March 21, 2016, approved a Service Plan (“Original Service Plan”) for the organization of the Belford South Metropolitan District (“District”); and

B. The District was organized pursuant to an Order and Decree issued by the District Court of Douglas County on June 14, 2016, and recorded on June 23, 2016, at Reception No. 2016040729 of the County of Douglas, Colorado, real property records; and

C. A First Amended and Restated Service Plan for Belford South Metropolitan District (“Service Plan”) was filed in the office of the Town Clerk of the Town of Parker; and

D. It is the intent and purpose of the Service Plan to modify, replace, restate and replace the Original Service Plan in its entirety; and

E. That pursuant to statute and the Town of Parker Municipal Code, the Town Council has authority to review the Service Plan with reference to need, service and economic feasibility; and

F. The Town Council has reviewed the Service Plan, the evidence and related exhibits, and has determined that the same meets the municipal approval criteria under the Special District Act and Town of Parker Municipal Code, and therefore, has determined to adopt a resolution of conditional approval of the Service Plan for the District; and

G. Upon consideration of the Service Plan for the District, and evidence at the public hearing on the Service Plan, the Town Council does find, determine and declare, as required by Section 32-1-203(2), C.R.S. and the Town of Parker Municipal Code, as follows:

1. That there is sufficient existing and projected need for organized service in the area to be serviced by the District;

2. That the existing service in the area to be served by the District is inadequate for present and projected needs;

3. That the District is capable of providing economical and sufficient service to the area within its boundaries;

4. That the area included in the District has, or will have, the financial ability to discharge the proposed indebtedness on a reasonable basis;

5. That adequate service is not or will not be available to the area through the Town or other existing quasi-municipal corporations, including existing districts, within a reasonable time and on a comparable basis;

6. That the facility and service standards of the District are compatible with the facility and service standards of the Town;

7. That the proposal is in substantial compliance with the Town's master plan;

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

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

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

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

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

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

Section 1. The Town Council of the Town of Parker hereby determines that upon consideration of the First Amended and Restated Service Plan ("Service Plan"), and all evidence disclosed at the public hearing on the Service Plan, including, without limitation, the representations by and on behalf of the representatives of the District, said First Amended and Restated Service Plan for the Belford South Metropolitan District ("the District") shall be and the same is hereby approved, subject to the conditions set forth in Section 2, below.

Section 2. The Town Council of the Town of Parker, pursuant to Section 32-1-204.5(1)(c), C.R.S., and the Parker Municipal Code, hereby imposes the following conditions upon its approval of the Service Plan:

a. Within thirty (30) days of the approval of this Resolution, the complete, fully and properly executed originals of the following documents for the District shall be filed with the Town Clerk: the property owners' consent(s); the engineer's stamped opinion of probable costs; the final Financial Plan and certification; and the Project Developer's indemnification letter that are required under the Service Plan and set forth, respectively, in Exhibits C-2, E, G and H to the Service Plan.

b. At its first meeting after this approval by the Town of the Service Plan, the District shall execute the District's indemnification letter and the Intergovernmental Agreement with the Town ("IGA") that are required under the Service Plan and set forth in Exhibits H and I to the Service Plan and promptly deliver executed originals thereof to the Town.

RESOLVED AND PASSED effective as of the ____ day of _____, 2018.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

**FIRST AMENDED AND RESTATED SERVICE PLAN
FOR
BELFORD SOUTH METROPOLITAN DISTRICT
TOWN OF PARKER, COLORADO**

Prepared
by
McGeady Becher P.C.
450 E. 17th Avenue, Suite 400
Denver, CO 80203

Original Service Plan Approved: March 21, 2016

First Amended and Restated Service Plan Submitted: March 2, 2018

First Amended and Restated Service Plan Approved: _____, 2018

Initials: _____

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LIST OF EXHIBITS

EXHIBIT A	Belford South Metropolitan District Boundaries Legal Description
EXHIBIT B	Parker Vicinity Map
EXHIBIT C-1	District Boundary Map
EXHIBIT C-2	Proof of Ownership and Consents for all Properties within the District Boundaries
EXHIBIT D	Chambers Highpoint Property
EXHIBIT E	Capital Plan and Engineer's Opinion of Probable Cost
EXHIBIT F	Maps Depicting Public Improvements
EXHIBIT G	Financial Plan
EXHIBIT H	Indemnification Letters
EXHIBIT I	Intergovernmental Agreement

I. INTRODUCTION

A. Purpose and Intent.

On March 21, 2016, by Resolution No. 16-022, the Town Council approved the Service Plan (the “**Original Service Plan**”) for Belford South Metropolitan District. The District was organized pursuant to an Order and Decree issued by the District Court of Douglas County on June 14, 2016, and recorded on June 23, 2016 at Reception No. 2016040729 of the County of Douglas, Colorado, real property records. This First Amended and Restated Service Plan (defined herein as the “**Amended Service Plan**” or “**Service Plan**”) is intended to modify, replace, restate, and supersede the Original Service Plan in its entirety.

Concurrently with the submittal of this Amended Service Plan, the Developer for the District has submitted for Town approval a new service plan for the Belford North Metropolitan District (defined herein as “**BNMD**”).

The District is an independent unit of local government, separate and distinct from the Town, and, except as may otherwise be provided for by State or local law, or this Service Plan, its activities are subject to review by the Town only insofar as they may deviate in a material matter from the requirements of the Service Plan, Chapter 10.11 of the Town Code or the Intergovernmental Agreement. It is intended that the District, together with BNMD, will provide a part or all of the Public Improvements for the use and benefit of all anticipated inhabitants and taxpayers of the Project. The primary purpose of the District will be to finance the construction of these Public Improvements.

The District is not being created to provide ongoing operations and maintenance services other than as specifically set forth in this Service Plan and the Intergovernmental Agreement.

It is intended that the District will be the residential district and BNMD will be the commercial district and that all residential real property within the Project will be located within the District and not BNMD. As such, it is a requirement of this Amended Service Plan that all property in the Service Area classified as “residential” shall be located in the District, and that all property classified as “commercial” shall be located within the boundaries of BNMD. No property within the Service Area may be located within both the District and BNMD. For purposes of this Amended Service Plan, “commercial property” shall mean all property other than “residential real property” as that term is defined in Article X, Section 3(1)(b) of the Colorado Constitution. There are two goals of this distinction: (1) to have similarly situated properties governed by common interests, and (2) to apply a lower maximum tax burden on residential owners. As such, no commercial property shall be located in the District as the residential district, and no residential property shall be located in BNMD as the commercial district. The foregoing shall not prohibit the District and BNMD from sharing the costs of Public Improvements in compliance with the provisions of this Amended Service Plan and the BNMD Service Plan and applicable law.

B. Need for the District.

There are currently no other governmental entities, including the Town, located in the immediate vicinity of the Belford Districts that consider it desirable, feasible or practical to undertake the planning, design, acquisition, construction, installation, relocation, redevelopment, and financing of the Public Improvements needed for the Project. Formation of the District is therefore necessary in order for the Public Improvements required for the Project to be provided in the most economic manner possible.

C. Objective of the Town Regarding District's Service Plan.

The Town's objective in approving the Amended Service Plan for the District is to authorize the District to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment and financing of the Public Improvements from the proceeds of Debt to be issued by the District. All Debt is expected to be repaid by limited taxes imposed and collected for no longer than the Maximum Debt Mill Levy Imposition Term for residential properties and at a tax mill levy no higher than the Maximum Debt Mill Levy for residential properties. Debt which is issued within these parameters (as further described in the Financial Plan) will insulate property owners from excessive tax burdens to support the servicing of the Debt and will result in a timely and reasonable discharge of the Debt.

This Amended Service Plan is intended to establish a limited purpose for the District and explicit financial constraints that are not to be violated under any circumstances. The primary purpose of the District is to provide for the Public Improvements associated with the Project, including those regional improvements necessitated by the Project. Ongoing operational and maintenance activities may be allowed, but only as specifically provided for in the Intergovernmental Agreement.

It is the intent of the District to dissolve upon payment or defeasance of all Debt incurred or upon a court determination that adequate provision has been made for the payment of all Debt, and if the District has authorized operating functions under an intergovernmental agreement with the Town, to retain only the power necessary to impose and collect taxes or fees to pay for these costs.

The District shall be authorized to finance the Public Improvements that can be funded from Debt to be repaid from tax revenues collected from a mill levy which shall not exceed the Maximum Debt Mill Levy on residential properties and which shall not exceed the Maximum Debt Mill Levy Imposition Term on residential properties. It is the intent of this Amended Service Plan to assure to the extent possible that no residential property bear an economic burden that is greater in amount than that associated with the Maximum Debt Mill Levy and that no property developed for a residential use bear an economic burden that is longer in duration than that associated with the Maximum Debt Mill Levy Imposition Term, even under bankruptcy or other unusual situations. Generally, the cost of Public Improvements that cannot be funded within these parameters and the financing capacity of the District are not costs to be paid by the District. Costs of required Public Improvements that cannot be financed by the Belford Districts are expected to be financed by the developer of the Project.

II. DEFINITIONS

In this Service Plan, the following terms shall have the meanings indicated below, unless the context hereof clearly requires otherwise:

Amended Service Plan or Service Plan: means this First Amended and Restated Service Plan for the District approved by Town Council.

Approved Development Plan: means a development plan or other process established by the Town (including, but not limited to, approval of a final plat, minor development plat or site plan by the Town planning commission or by the Town Council) for identifying, among other things, Public Improvements necessary for facilitating development for property within the Project as approved by the Town pursuant to the Town Code and as amended pursuant to the Town Code from time to time. An Approved Development Plan does not include any plan, process or approval denoted as preliminary under the Town Code.

Belford Districts: means the District and BNMD, collectively.

BNMD: means the Belford North Metropolitan District.

BNMD Service Plan: means the service plan of BNMD as approved by Town Council, as the same may be modified, amended or amended and restated from time to time.

Board: means the board of directors of the District.

Bond, Bonds or Debt: means bonds or other obligations for the payment of which the District has promised to impose an ad valorem property tax mill levy.

Capital Plan: means the Capital Plan described in Section V.B which includes: (a) a comprehensive list of the Public Improvements to be developed by the Belford Districts; (b) an engineer's estimate of the cost of the Public Improvements; and (c) a pro forma capital expenditure plan correlating expenditures with development.

Chambers Highpoint Property: means that property within the initial boundaries of Chambers Highpoint Metropolitan District Nos. 1 and 2, as described in Exhibit D.

Developer: means 470 Compark LLC, its successors and assigns.

Development Fee: means the one-time development or system development fee imposed by the District on a per unit (residential) or per SFE (non-residential) basis at or prior to the issuance of a certificate of occupancy for any unit or structure to assist with the planning and development of the Public Improvements, subject to the limitations set forth in Section VI.E of the Service Plan. The Development Fee may be used to finance, plan, acquire, and construct the Public Improvements, and pay debt service.

District: means the Belford South Metropolitan District.

District Boundaries: means the boundaries of the area described in the District Boundary Map.

District Boundary Map: means the map attached hereto as **Exhibit C-1**, describing the District Boundaries.

External Financial Advisor: means a consultant that: (1) advises Colorado governmental entities on matters relating to the issuance of securities by Colorado governmental entities, including matters such as the pricing, sales and marketing of such securities and the procuring of bond ratings, credit enhancement and insurance in respect of such securities; (2) shall be an underwriter, investment banker, or individual listed as a public finance advisor in the Bond Buyer's Municipal Market Place; and (3) is not an officer or employee of the District and has not been otherwise engaged to provide services in connection with the transaction related to the applicable Debt.

Financial Plan: means the Financial Plan of the Belford Districts described in Section VI which describes (a) how the Public Improvements are to be financed; (b) how the Debt is expected to be incurred; (c) the estimated operating revenue derived from property taxes for the first budget year; (d) the total amount of Debt planned for at least the five-year period commencing with the formation of each of the Belford Districts, respectively; (e) all proposed sources of revenue and projected expenses for each of the Belford Districts, as well as the assumptions upon which they are based, for at least a ten-year period from the date of each of the respective Belford District's formation; (f) the dollar amount of any anticipated financing, including capitalized interest, costs of issuance, estimated maximum rates and discounts, and any expenses related to the organization and initial operation of each of the Belford Districts; (g) a detailed repayment plan covering the life of any financing, including the frequency and amounts to be collected from all sources; (h) the amount of any reserve fund and the expected level of annual Debt service coverage which will be maintained for any financing; (i) the aggregate total authorized Debt for the Belford Districts; (j) the provisions regarding any credit enhancement, if any, for the proposed financing, including, but not limited to, letters of credit and insurance; and (k) a list and written explanation of potential risks of the financing.

Intergovernmental Agreement: means the intergovernmental agreement required by Town Code Section 10.11.140(a), and attached hereto as **Exhibit I**.

Map Depicting Public Improvements: means the map attached hereto as **Exhibit F**, showing the location(s) of the Public Improvements listed in the Capital Plan.

Maximum Debt Mill Levy: means the maximum mill levy the District is permitted to impose for payment of District administrative operating expenses and Debt, as set forth in Section VI.C below.

Maximum Debt Mill Levy Imposition Term: means the maximum term for imposition of a mill levy on a particular property developed for residential uses as set forth in Section VI.D below.

Project: means the development or property commonly referred to as Belford, which comprises property within the District and BNMD.

Proof of Ownership: means a current title commitment showing ownership and all encumbrances on all properties within the District Boundaries, or other documentation acceptable to the Town Attorney.

Public Improvements: means a part or all of the improvements authorized to be planned, designed, acquired, constructed, installed, relocated, redeveloped as part of an Approved Development Plan, and financed as generally described in the Special District Act, except as specifically limited in Section V below, to serve the future taxpayers and inhabitants of the Project as determined by the Board of the District and the Board of Directors of BNMD.

Service Area: means the property within the boundaries of the Belford Districts, collectively.

Service Plan Amendment: means an amendment to the Service Plan approved by Town Council in accordance with Chapter 10.11 of the Town Code and the applicable state law.

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

Special District Act: means Section 32-1-101, *et seq.*, of the Colorado Revised Statutes, as amended from time to time.

State: means the State of Colorado.

Town: means the Town of Parker, Colorado.

Town Code: means the Town of Parker Municipal Code, as may be amended and in effect from time to time.

Town Council: means the Town Council of the Town of Parker, Colorado.

III. BOUNDARIES

The area of the District Boundaries includes approximately 84.6 acres. A legal description of the District Boundaries is attached hereto as **Exhibit A**. A map of the District Boundaries is attached hereto as **Exhibit C-1**. Proof of Ownership and consents of the owners to organization of the District for all properties within the District Boundaries is attached hereto as **Exhibit C-2**. A vicinity map is attached hereto as **Exhibit B**. The District's Boundaries are not anticipated to change due to inclusions and exclusions pursuant to C.R.S. §§ 32-1-401, *et seq.*, and C.R.S. §§ 32-1-501, *et seq.*, as amended. However, if the District determines to include or exclude property, such inclusions and/or exclusions shall be subject to the limitations set forth in Article V below. The boundaries of the District shall not overlap with the boundaries of any other district formed pursuant to Title 32, C.R.S. for financing of Public Improvements unless

the aggregate mill levy for payment of Debt of the overlapping Districts will not at any time exceed the Maximum Debt Mill Levy for residential property.

IV. PROPOSED LAND USE/POPULATION PROJECTIONS/ASSESSED VALUATION

The Service Area consists of approximately 150 acres of land. The current assessed valuation of the property within the District Boundaries is assumed to be \$0.00, for purposes of this Service Plan and, at build-out, is expected to be sufficient to reasonably discharge the Debt under the Financial Plan. The residential population of the District at build-out is estimated to be approximately 1,312 persons (based upon 2.5 persons per household).

Approval of this Service Plan by the Town does not imply approval of the development of a specific area within the District, nor does it imply approval of the number of residential units, which may be identified in this Service Plan or any of the exhibits attached thereto. The permitted level of development within the District is as contained within an Approved Development Plan.

Approval of this Service Plan by the Town in no way releases or relieves the developer of the Project, or the landowner or any subdivider of the Project property, or any of their respective successors or assigns, of obligations to construct Public Improvements for the Project or of obligations to provide to the Town such financial guarantees as may be required by the Town to ensure the completion of the Public Improvements, or of any other obligations to the Town under the Town Code or any applicable annexation agreement, subdivision agreement, or other agreements affecting the Project property or development thereof.

V. DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS AND SERVICES

A. Powers of the District and Service Plan Amendment.

The District shall have the power and authority to provide the Public Improvements within and without the boundaries of the District as such power and authority is described in the Special District Act, and other applicable statutes, common law and the Constitution, subject to the limitations set forth in this Service Plan and the Intergovernmental Agreement.

1. **Operations and Maintenance Limitation.** The purpose of the District is to plan for, design, acquire, construct, install, relocate, redevelop and finance 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 Approved Development Plan, other rules and regulations of the Town, and applicable provisions of the Town Code, all as directed by the Town. The District shall not be authorized to operate and maintain any part or all of the Public Improvements or any other improvements, public or private, unless specifically provided for in the Intergovernmental Agreement.

2. **Fire Protection Limitation.** 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 such facilities and services are provided pursuant to an

intergovernmental agreement with the Town. The authority to plan for, design, acquire, construct, install, relocate, redevelop or finance fire hydrants and related improvements installed as part of the water system shall not be limited by this provision.

3. Television Relay and Translation; Mosquito Control, and Other Limitations. Unless such facilities and services are provided pursuant to an intergovernmental 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.

4. Construction Standards Limitation. 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, and of those special districts that qualify as "interested persons" under Section 32-1-204(1), C.R.S., as applicable. The District will obtain the Town's approval of civil engineering plans and will obtain applicable permits for construction and installation of the Public Improvements prior to performing such work.

5. Property Acquisition Limitation; Transfer Requirement. The District shall not exercise any power of dominant eminent domain against the Town without the prior written consent of the Town. The District shall at no expense to the Town transfer to the Town all rights-of-way, fee interests and easements that the Town determines are necessary for access to and operation and maintenance of the Public Improvements, consistent with the Approved Development Plan and to the extent such interests have not been acquired by the Town through such Development Plan process.

6. Privately Placed Debt Limitation. Prior to the issuance of any privately placed 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.

7. Inclusion and Exclusion Limitations. The District shall not include within any of its boundaries any commercial property without the prior written consent of the Town Council. The District shall not include within any of its boundaries any property outside the Service Area 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.

8. Initial Debt Limitation; Debt Issuance Limitation.

(a) On or before the effective date of approval of an Approved Development Plan, the District shall not: (i) issue any Debt; nor (ii) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the Debt service funds; nor (iii) impose or collect any fees or revenues from any other source for the purpose of repayment of Debt.

9. Total Debt Issuance Limitation. The Belford Districts, collectively, shall not issue Debt in excess of \$31,000,000 total aggregate principal amount.

10. 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 for which the Town is eligible to apply for, except as may be specifically authorized in an intergovernmental agreement with the Town. This Section shall not apply to specific ownership taxes which shall be distributed to and be a revenue source for the District without any limitation.

11. Consolidation Limitation. 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.

12. Bankruptcy Limitation. All of the limitations contained in this Service Plan, including, but not limited to, those pertaining to the Maximum Debt Mill Levy, the total debt issuance limitation, and the Maximum Debt Mill Levy Imposition Term have been established under the authority of the Town to approve a Service Plan with conditions pursuant to Section 32-1-204.5, C.R.S. It is expressly intended that such limitations:

(a) shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Service Plan Amendment; and

(b) are, together with all other requirements of Colorado law, included in the "political or governmental powers" reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the "regulatory or electoral approval necessary under applicable nonbankruptcy law" as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term, shall be deemed a material modification of this Service Plan, pursuant to Section 32-1-207, C.R.S., and shall not

be an authorized issuance of Debt unless and until such material modification has been approved by the Town as part of a Service Plan Amendment.

13. Revenue Bond Limitation. The District shall not issue revenue bonds, except as set forth in this Section. Prior to issuing any revenue bonds, the District shall submit all relevant details of such issuance to the Town Council, which may elect to treat the issuance of the revenue bonds as a material modification of the Service Plan. If the Town Council determines that the issuance of revenue bonds constitutes a material modification of the Service Plan, the District shall proceed to amend the Service Plan in accordance with Section 32-1-207, C.R.S., prior to issuing any revenue bonds.

14. Service Plan Amendment Requirement. This Service Plan is general in nature and does not include specific detail in some instances because development plans have not been finalized. The Service Plan has been designed with sufficient flexibility to enable the District to provide required Public Improvements under evolving circumstances without the need for numerous amendments. Modification of the general types of services and facilities making up the Public Improvements, and changes in proposed configurations, locations or dimensions of the Public Improvements shall be permitted to accommodate development needs consistent with the then-current Approved Development Plan(s) for the District, subject to the limitations of this Service Plan and the Intergovernmental Agreement.

The District is an independent unit of local government, separate and distinct from the Town, and its activities are subject to review by the Town only insofar as they may deviate in a material manner from the requirements of the Service Plan, Chapter 10.11 of the Town Code, or the Intergovernmental Agreement. As such, any action of the District which: (1) violates the limitations set forth in Sections V.A.1-14 above; (2) violates the limitations set forth in Section VI.B-H; (3) constitutes a material modification under Town Code Section 10.11.060; or (4) constitutes a failure to comply with the Intergovernmental Agreement or other agreement with the Town, which non-compliance has not been waived in writing by the Town, shall be deemed to be a material modification to this Service Plan and the Town shall be entitled to all remedies available under State and local law to enjoin such action(s) of the District.

Any Town approval requirements contained in this Service Plan (including, without limitation, any provisions requiring that a change, request, occurrence, act or omission be treated as a Service Plan Amendment or be deemed a "material modification" of the Service Plan) shall remain in full force and effect, and, unless otherwise provided by resolution of the Town Council, such Town approval shall continue to be required, notwithstanding any future change in law modifying or repealing any statutory provision concerning service plans, amendments thereof or modifications thereto. Notwithstanding, it is specifically contemplated and authorized hereunder without further Town Council approval for the District to issue Bonds supported all or in part with a mill levy pledge of any of BNMD's property taxes, subject at all times to the restrictions set forth herein and in the BNMD Service Plan, including without limitation, that the Maximum Debt Mill Levy and Maximum Debt Mill Levy Imposition Term shall never be exceeded.

15. Reimbursement Agreements with Adjacent Landowners. If the District utilizes reimbursement agreements to obtain reimbursements from adjacent landowners (either

directly or by agreement with the Developer) for costs of improvements that benefit the third-party landowners, such agreements shall be done in accordance with applicable provisions of the Town Code. Any and all resulting reimbursements received for such improvement shall be used only to re-pay the cost of the Public Improvement that is the subject of the reimbursement agreement or shall be deposited in the District's debt service fund and used for the purpose of retiring Debt. The District shall maintain an accurate accounting of the funds received and disbursed pursuant to reimbursement agreements.

B. Capital Plan.

The District shall have authority to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment and financing of the Public Improvements within the Project and, to the extent necessary to improve adjacent streets (including without limitation median improvements) and connect Public Improvements to existing infrastructure, without the boundaries of the Project, all to be more specifically defined in an Approved Development Plan. A Capital Plan, including: (1) a comprehensive list of the Public Improvements to be developed by the Belford Districts; (2) an estimate of the cost of the Public Improvements, together with a letter from a Colorado professional registered engineer certifying that such costs are reasonable in the engineer's opinion and that such estimates were prepared based upon Town construction standards; and (3) a pro forma capital expenditure plan correlating expenditures with development, is attached hereto as Exhibit E. Maps depicting Public Improvements are attached hereto as Exhibit F. As shown in the Capital Plan, the estimated cost of the Public Improvements which may be planned for, designed, acquired, constructed, installed, relocated, redeveloped or financed by the Belford Districts is approximately Twenty-Six Million Eight Hundred Forty-Seven Thousand Eight Hundred Twenty-One Dollars (\$26,847,821) in the aggregate. Costs of required Public Improvements that cannot be financed by the Belford Districts within the parameters of this Service Plan or the BNMD Service Plan, respectively, and the financial capability of each of the Belford Districts are expected to be financed by the Developer.

The Belford Districts shall be permitted to allocate costs between such categories of the Public Improvements as deemed necessary in the discretion of their respective Boards.

All of the Public Improvements described herein will be designed in such a way as to assure that the Public Improvements standards will be compatible with those of the Town and shall be in accordance with the requirements of the Approved Development Plan. All descriptions of the Public Improvements to be constructed, and their related costs, are estimates only and are subject to modification as engineering, development plans, economics, the Town's requirements, and construction scheduling may require. Upon approval of this Service Plan, the Belford Districts will continue to develop and refine the Capital Plan and the Map Depicting Public Improvements, as necessary, and prepare for issuance of Debt. All cost estimates will be inflated to then-current dollars at the time of the issuance of Debt and construction. All construction cost estimates contained in Exhibit E assume construction to applicable standards and specifications of the Town and state and federal requirements.

VI. FINANCIAL PLAN

A. General.

The District shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment of the Public Improvements from its revenues and by and through the proceeds of Debt to be issued by the District. The Financial Plan for the District shall be to issue such Debt as the District can reasonably pay within the Maximum Debt Mill Levy Imposition Term from revenues derived from the Maximum Debt Mill Levy and other legally available revenues. All bonds and other Debt issued by the District may be payable from any and all legally available revenues of the District, including general ad valorem taxes to be imposed upon all taxable property within the District. The District will also rely upon various other revenue sources authorized by law, such as interest, specific ownership taxes, advances from the Developer and grants. The District is also authorized to assess and collect a Development Fee as set forth in Section VI.E, below. Unless specifically authorized in the Intergovernmental Agreement, the District shall not impose or assess any fees, rates, tolls, penalties, or charges other than the Development Fee without first obtaining Town approval of an amendment to this Service Plan, which amendment shall be deemed to be a material modification hereof.

The District shall be authorized to enter into one or more intergovernmental agreements with BNMD regarding the planning, design, acquisition, construction, installation, relocation, redevelopment, financing, and, if applicable, operation and maintenance of the Public Improvements. The total Debt that the Belford Districts shall be permitted to collectively issue shall not exceed \$31,000,000 in aggregate principal amount. Debt is permitted to be issued on a schedule and in such year or years as the Belford Districts determine shall meet the needs of the Capital Plan referenced above and \$31,000,000 that the Belford Districts shall be permitted to issue is supported by the Financial Plan prepared by George K. Baum and Company (“**GK Baum**”), attached hereto as **Exhibit G**. GK Baum shall attach a certification to the Financial Plan, certifying that based upon the assumptions contained therein and its professional opinion, the District is expected to retire all Debt referenced in the Financial Plan within the restrictions set forth in the Service Plan, including, but not limited to, the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term.

B. Maximum Voted Interest Rate and Maximum Underwriting Discount.

The interest rate on any Debt is limited to the market rate at the time the Debt is issued. In the event of a default, the proposed maximum interest rate on any Debt shall not exceed twelve percent (12%). The proposed maximum underwriting discount will be four percent (4%). Debt, when issued, will comply with all relevant requirements of this Service Plan, State law and Federal law as then applicable to the issuance of public securities.

C. Maximum Debt Mill Levy

The “**Maximum Debt Mill Levy**” shall be the maximum mill levy the District is permitted to impose upon the taxable property within the District, and shall be determined as follows:

1. For the portion of any aggregate District Debt which exceeds 50% of the District's assessed valuation, the Maximum Debt Mill Levy for such portion of Debt shall be 35.000 mills less the number of mills necessary to pay District administrative operating expenses (provided that the District can contract with its bondholders to limit its administrative operating expense mill levy) and less the number of mills necessary to pay unlimited mill levy Debt described in Section VI.C.2 below; provided that if, on or after January 1, 2000, there are or were changes in the ratio of actual valuation to assessed valuation, pursuant to Article X, Section 3(1)(b) of the Colorado Constitution and legislation implementing such Section, then the mill levy limitation applicable to such Debt may be increased or decreased to offset such change, such mill levy increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy are neither diminished nor enhanced as a result of such changes (a "Gallagher Adjustment"). As of the date of this Service Plan, the Gallagher Adjustment allows for a Maximum Debt Mill Levy of 47.347 mills. Except for such a permitted Gallagher Adjustment, the District's mill levy shall not exceed the Maximum Debt Mill Levy. If the District otherwise proposes to adjust its mill levy above the Maximum Debt Mill Levy for the purpose of offsetting any constitutionally or legislatively mandated credit, cut, abatement or change in the method of calculating assessed valuation, the District shall first submit all relevant details of such proposed adjustment to the Town Administrator, who may approve such proposed adjustment in writing or refer the proposal to the Town Council, which may elect to treat the proposed mill levy adjustment as a material modification of the Service Plan. If the Town Council determines that such adjustment constitutes a material modification of the Service Plan, the District shall proceed to amend the Service Plan in accordance with Section 32-1-207, C.R.S. The District shall obtain written approval of the Town Administrator or of a Service Plan amendment prior to any such mill levy adjustment.

2. For the portion of any aggregate District Debt which is equal to or less than 50% of the District's assessed valuation, either on the date of issuance or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Debt Mill Levy and, as a result, the mill levy may be such amount as is necessary to pay the Debt service on such Debt, without limitation of rate.

3. For purposes of the foregoing, once Debt has been determined to be within Section VI.C.2 above, so that the District is entitled to pledge to its payment an unlimited ad valorem mill levy, the District may provide that such Debt shall remain secured by such unlimited mill levy, notwithstanding any subsequent change in the District's Debt to assessed ratio. All Debt issued by the District must be issued in compliance with the requirements of Section 32-1-1101, C.R.S., and all other requirements of State law.

4. It is a requirement of this Service Plan that all property in the Service Area classified as "commercial" shall be located in BNMD and not in the District. As stated in the BNMD Service Plan, the Maximum Debt Mill Levy for commercial property is fifty (50) mills subject to Gallagher Adjustment as provided in the BNMD Service Plan.

D. Maximum Debt Mill Levy Imposition Term.

The District shall not impose a levy for repayment of any and all Debt (or use the proceeds of any mill levy for repayment of Debt) on any single property developed for residential use which exceeds thirty (30) years after the year of the initial imposition of such mill levy unless a majority of the Board of the District are residents of the District and have voted in favor of a refunding of a part or all of the Debt and such refunding will result in a net present value savings as set forth in Section 11-56-101, C.R.S., et seq.

E. Debt Repayment Sources.

The District may impose a mill levy on taxable property within its boundaries as a primary source of revenue for repayment of debt service and for District administrative and operating expenses. In no event shall the debt service mill levy in the District exceed the Maximum Debt Mill Levy or, for residential property within the District, the Maximum Debt Mill Levy Imposition Term.

The District may also collect a Development Fee from property within the Service Area and the Chambers Highpoint Property (as anticipated by the RFA, which is defined and described in Section X) to pay or finance the costs of Public Improvements, including extensions of water and wastewater infrastructure necessary to obtain service from Stonegate Village Metropolitan District ("SVMD") as more fully described in Section X, provided that such Development Fee does not exceed the following limits:

1. For each single-family detached or attached residential unit, the Development Fee shall not exceed Twenty-Five Thousand Dollars (\$25,000).
2. For each multi-family residential unit, the Development Fee shall not exceed Twenty Thousand Dollars (\$20,000).
3. For uses other than a single-family or multi-family residential structure, the Development Fee shall not exceed Twenty-Five Thousand Dollars (\$25,000) per SFE of water and/or wastewater demand.

The Development Fee set forth in this Service Plan may increase by up to the Consumer Price Index for Denver-Boulder, all items, all urban consumers (or its successor index for any years for which the Consumer Price Index is not available) each year thereafter (as an inflation adjustment) commencing on January 1, 2019. The Development Fee shall be collected prior to issuance of a certificate of occupancy. Unless specifically authorized in the Intergovernmental Agreement, the District shall not impose or assess any fees, rates, tolls, penalties or charges other than the Development Fee, as limited above, without first obtaining Town approval of an amendment to this Service Plan, which amendment shall be deemed a material modification hereof.

F. Debt Instrument Disclosure Requirement.

In the text of each Bond and any other instrument representing and constituting Debt, the District shall set forth a statement in substantially the following form:

By acceptance of this instrument, the owner of this Bond agrees and consents to all of the limitations in respect of the payment of the principal of and interest on this Bond contained herein, in the resolution of the District authorizing the issuance of this Bond, and in the Service Plan of the District.

A substantially similar statement describing the limitations in respect of the payment of the principal of and interest on Debt set forth in this Service Plan shall be included in any document used for the offering of the Debt for sale to persons, including, but not limited to, a developer of property within the boundaries of the District. If no offering documents are used, then the District shall deliver the statement to any prospective purchaser of such Debt. The Town may, by written notice to the District, require modifications to the form of disclosures statement.

G. Security for Debt.

The District shall not pledge any revenue, property or other assets of the Town as security for any District indebtedness. Approval of this Service Plan shall not be construed as a guarantee by the Town of payment of any of the District's obligations; nor shall anything in the Service Plan be construed so as to create any responsibility or liability on the part of the Town in the event of default by the District in the payment of any such obligation.

H. TABOR Compliance.

The District will comply with the provisions of TABOR. In the discretion of the Board, the District may set up enterprises or nonprofit entities to manage, fund, construct and operate facilities, services, and programs. To the extent allowed by law, any entity created by the District will remain under the control of the District's Board. The activities of such enterprises and entities shall comply with the provisions of this Service Plan.

I. District's Administrative Operating Costs.

The estimated cost of engineering services, legal services and administrative services, together with the estimated costs of the District's organization and initial operations, are anticipated to be One Hundred Thousand Dollars (\$100,000), which will be eligible for reimbursement from Debt proceeds.

In addition to the capital costs of the Public Improvements, the District will require operating funds for administration and to plan and cause the Public Improvements to be constructed and maintained, if such maintenance is addressed in the Intergovernmental Agreement. The first year's operating budget is estimated to be Fifty Thousand Dollars (\$50,000) which is anticipated to be derived from property taxes and other revenues, including developer advances. The District shall maintain, from revenues derived from the Maximum Debt Mill Levy and other legally available revenues authorized under this Service Plan, sufficient funds to pay such District operating costs.

The Maximum Debt Mill Levy shall not apply to the District's ability to increase its mill levy as necessary for provision of operation and maintenance functions specifically

authorized to the District in the Intergovernmental Agreement. The authorized mill levy for operations and maintenance shall be subject to the limit set forth in the Intergovernmental Agreement.

J. Subdistricts.

The District may organize subdistricts or areas as allowed by Section 32-1-1101(1)(f), C.R.S.; provided, however, that without the approval of the Town, any such subdistrict(s) or area(s) shall be subject to all limitations on debt and other provisions of the Service Plan. In accordance with Section 32-1-1101(1)(f)(I), C.R.S., the District shall notify the Town prior to establishing any such subdistrict(s) or area(s), and shall provide the Town with details regarding the purpose, location, and relationship of the subdistrict(s) or area(s). The Town Council may elect to treat the organization of any such subdistrict(s) or area(s) as a material modification of the Service Plan.

VII. ANNUAL REPORT

A. General. In accordance with Town Code section 10.11.040, the District shall file an annual report with the Town Clerk not later than September 1 of each calendar 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, which annual report shall reflect activity and financial events of the District through the preceding December 31 (the “**report year**”). The Town Council reserves the right, pursuant to Section 32-1-207(3)(c), C.R.S., to request annual reports from the District beyond five (5) years after the District’s organization.

B. Reporting of Significant Events.

The annual report shall include the following:

1. A narrative summary of the progress of the District in implementing its Service Plan for the report year;
2. Except when exemption from audit has been granted for the report year under the Local Government Audit Law, the audited financial statements of the District for the report year including a statement of financial condition (i.e., balance sheet) as of December 31 of the report year and the statement of operations (i.e., revenues and expenditures) for the report year;
3. Unless disclosed within a separate schedule to the financial statements, a summary of the capital expenditures incurred by the District in development of Public Improvements in the report year, as well as any Public Improvements proposed to be undertaken in the five (5) years following the report year;
4. Unless disclosed within a separate schedule to the financial statements, a summary of the financial obligations of the District at the end of the report year, including the amount of outstanding Debt, the amount and terms of any new Debt issued in the report year, the amount of payment or retirement of existing Debt of the District in the report year, the total

assessed valuation of all taxable properties within the District as of January 1 of the report year, and the current mill levy of the District pledged to Debt retirement in the report year;

5. The District's budget for the calendar year in which the annual report is submitted;
6. A summary of the residential development in the District for the report year;
7. A summary of all fees, charges and assessments imposed by the District as of January 1 of the report year;
8. Certification of the Board that no action, event or condition enumerated in Town Code section 10.11.060 has occurred in the report year, or certification that such event has occurred but that an amendment to the Service Plan that allows such event has been approved by Town Council;
9. The name, business address and telephone number of each member of the Board and its chief administrative officer and general counsel, together with the date, place and time of the regular meetings of the Board; and
10. Certification from the Board of the District that the District is in compliance with all provisions of the Service Plan.
11. A copy of the most recent notice issued by the District, pursuant to Section 32-1-809, C.R.S.

VIII. DISSOLUTION

Upon an independent determination of the Town Council that the purposes for which the District was created have been accomplished, the District agrees to file petitions in the District Court for and in Douglas County, Colorado, for dissolution, pursuant to the applicable State statutes. In no event shall a dissolution occur until the District has provided for the payment or discharge of all of its outstanding indebtedness and other financial obligations as required pursuant to State statutes.

IX. DISCLOSURE TO PURCHASERS

The Town wants residential buyers to be aware of the additional tax burden to be imposed. The Town mandates early written and recorded notice of the total (overlapping) tax burden, including the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term. The Town will review the type and timing of the disclosure, which the proponents of the District are proposing. The notice shall be recorded against all property within the District prior to the District's certification of the formation of the District to the Colorado Division of Local Government as required by Section 32-1-306, C.R.S.

There is attached hereto as **Exhibit H** the Developer's Indemnification Letter, which is submitted to the Town by the Developer as part of this Service Plan. There is also attached

hereto as **Exhibit H** the form of a District Indemnification Letter. The District shall approve and execute the Indemnification Letter at its first Board meeting after its organizational election, in the same form as the Indemnification Letter set forth in **Exhibit H** and shall promptly deliver an executed original to the Town.

X. INTERGOVERNMENTAL AGREEMENTS

The form of the intergovernmental agreement required by Town Code section 10.11.140(a), relating to the limitations imposed on the District's activities, is attached hereto as **Exhibit I**. The District shall approve and execute the Intergovernmental Agreement at its first Board meeting after its organizational election, in the same form as the Intergovernmental Agreement approved by Town Council, and shall promptly deliver an executed original to the Town. Failure of the District to execute the Intergovernmental Agreement as required herein shall constitute a material modification and shall require a Service Plan Amendment. The Town Council may approve the Intergovernmental Agreement at the public hearing approving the Service Plan.

As contemplated by that certain Amended and Restated Regional Water and Wastewater Service Agreement between SVMD and Compark Business Campus Metropolitan District ("CBCMD") dated October 11, 2016 (the "RFA"), CBCMD may assign its excess allocation of capacity in SVMD's water and wastewater systems for use within the Service Area by an assignment agreement substantially in the form attached as Exhibit C to the RFA ("Assignment Agreement"). By its Resolution No. 17-008, Town Council previously approved the Assignment of Water and Wastewater Service SFE – Belford 204 by and among CBCMD, SVMD and the District (the "Belford 204 Agreement"), pursuant to which CBCMD assigned 204 SFE of its excess capacity to serve certain property within the boundaries of the District and, with respect to such 204 SFE, the District assumed a pro rata share of CBCMD's obligations under the RFA to (i) pay a portion of SVMD's annual debt service on bonds issued to finance capital improvements and expansions of its water and wastewater system to provide capacity for extraterritorial customers, and (ii) construct water and wastewater improvements necessary to extend SVMD's systems to the property to be served. The financing and construction of this infrastructure allowed SVMD to issue an unconditional can and will serve letter to the Project. It is anticipated that the District may enter into one or more Assignment Agreements to obtain water and wastewater service for property within the Service Area and/or the Chambers Highpoint Property. Further, it is also anticipated that the District may enter into one or more cost sharing and reimbursement agreements with governmental entities and/or private parties related to the construction of Belford Road and associated utilities.

As discussed in Section VI.A, the District shall be authorized to enter into one or more intergovernmental agreements with BNMD regarding the planning, design, acquisition, construction, installation, relocation, redevelopment, financing, and, if applicable, operation and maintenance of the Public Improvements.

Except for the Intergovernmental Agreement with the Town and any Assignment Agreement to obtain capacity in SVMD's water and wastewater systems to which a Belford District is a party and which is substantially in the form of the Belford 204 Agreement, as previously approved by the Town, to serve property within the Service Area and/or the

Chambers Highpoint Property, any intergovernmental agreement with BNMD or other intergovernmental agreement proposed regarding the subject matter of this Service Plan shall be subject to Town review and approval prior to its execution by the District. Such Town review and approval shall be with reference to whether the intergovernmental agreement(s) are in compliance with this Service Plan, the Intergovernmental Agreement, and the terms of any Approved Development Plan or other instrument related to the Public Improvements.

XI. NON-COMPLIANCE WITH SERVICE PLAN

In the event it is determined that the District has undertaken any act or omission which violates the Service Plan or constitutes a material departure from the Service Plan, the Town may impose any of the sanctions set forth in Section 10.11.220 of the Town Code, including, but not to, affirmative injunctive relief to require the District to act in accordance with the provisions of this Service Plan. To the extent permitted by law, the District hereby waives the provisions of Section 32-1-207(3)(b), C.R.S., and agrees it will not rely on such provisions as a bar to the enforcement by the Town of any provisions of this Service Plan.

XII. CONCLUSION

It is submitted that this Service Plan for the District, as required by Section 32-1-203(2), C.R.S., and Section 10.11.180 of the Town Code, establishes that:

1. There is sufficient existing and projected need for organized service in the area to be serviced by the District;
2. The existing service in the area to be served by the District is inadequate for present and projected needs;
3. The District is capable of providing economical and sufficient service to the area within its proposed boundaries;
4. The area to be included in the District does have, and will have, the financial ability to discharge the proposed indebtedness on a reasonable basis;
5. Adequate service is not, and will not be, available to the area through the Town or County or other existing municipal or quasi-municipal corporations, including existing special districts, within a reasonable time and on a comparable basis;
6. The facility and service standards of the District are compatible with the facility and service standards of the Town;
7. The proposal is in substantial compliance the Town's Master Plan;
8. The proposal is in compliance with any duly adopted Town, regional or state long-range water quality management plan for the area;
9. The creation of the District is in the best interests of the area proposed to be served;

10. The creation of the District is in the best interests of the residents and future residents of the area proposed to be served;

11. The proposal is in substantial compliance with Chapter 10.11 of the Town Code; and

12. The proposal will not foster urban development that is remote or incapable of being integrated with existing urban areas, and will not place a burden on the Town or adjacent jurisdictions to provide urban services to residents of the District.

EXHIBIT A

Belford South Metropolitan District Boundaries Legal Description

EXHIBIT A

BELFORD SOUTH METROPOLITAN DISTRICT

LGID NO. _____

LEGAL DESCRIPTION – BOUNDARY PARCEL

PART OF THE SOUTH HALF OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 6 AND CONSIDERING THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 6 TO BEAR NORTH 00°30'14" WEST, AND MONUMENTED AS SHOWN HEREON, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE NORTH 00°30'14" WEST, A DISTANCE OF 295.45 FEET ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER TO A NON-TANGENT CURVE;

THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 10°46'25", A RADIUS OF 1445.00 FEET, AN ARC LENGTH OF 271.71 FEET, THE CHORD OF WHICH BEARS NORTH 58°02'54" EAST, A DISTANCE OF 271.31 FEET TO A POINT OF TANGENCY;

THENCE NORTH 52°39'42" EAST, A DISTANCE OF 347.52 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 37°49'41", A RADIUS OF 1555.00 FEET, AN ARC LENGTH OF 1026.65 FEET, THE CHORD OF WHICH BEARS NORTH 71°34'32" EAST, A DISTANCE OF 1008.11 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 89°30'37" EAST, A DISTANCE OF 1246.68 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 40°40'50", A RADIUS OF 945.00 FEET, AN ARC LENGTH OF 670.96 FEET, THE CHORD OF WHICH BEARS NORTH 70°08'58" EAST, A DISTANCE OF 656.95 FEET TO POINT OF TANGENCY;

THENCE NORTH 49°48'33" EAST, A DISTANCE OF 161.42 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 100°04'20", A RADIUS OF 825.00 FEET, AN ARC LENGTH OF 1440.94 FEET, THE CHORD OF WHICH BEARS SOUTH 80°09'16" EAST, A DISTANCE OF 1264.64 FEET TO A NON-TANGENT CURVE;

THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 3°52'15", A RADIUS OF 200.00 FEET, AN ARC LENGTH OF 13.51 FEET, THE CHORD OF WHICH BEARS SOUTH 79°27'14" WEST, A DISTANCE OF 13.51 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 77°31'06" WEST, A DISTANCE OF 135.79 FEET TO A POINT OF CURVATURE;

SEE SHEET 2 OF 7



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BELFORD SOUTH METROPOLITAN DISTRICT	
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO	
DISTRICT FORMATION	
PROJ. MGR.: <u>BJP</u>	SHEET 1 OF 7 00C.LCPKC3.06
DRAWN BY: <u>GDP</u>	
DATE: <u>02/19/16</u>	
SCALE: <u>N/A</u>	

2/19/2016 2:37 PM Dwg Name: P:\Clocake3\ComSouth06-District Formation\dwg\Surv\Exhibits_Surv\00C.LCPKC3.06-SJ4.dwg Updated By: BPfohl

EXHIBIT A

BELFORD SOUTH METROPOLITAN DISTRICT
LGID NO. _____

LEGAL DESCRIPTION – BOUNDARY PARCEL (CONTINUED...)

THENCE ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 9°27'04", A RADIUS OF 500.00 FEET, AN ARC LENGTH OF 82.48 FEET, THE CHORD OF WHICH BEARS SOUTH 82°14'38" WEST, A DISTANCE OF 82.38 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 86°58'10" WEST, A DISTANCE OF 308.09 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 33°25'14", A RADIUS OF 200.00 FEET, AN ARC LENGTH OF 116.66 FEET, THE CHORD OF WHICH BEARS SOUTH 70°15'33" WEST, A DISTANCE OF 115.01 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 53°32'56" WEST, A DISTANCE OF 294.75 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 94°27'12", A RADIUS OF 125.00 FEET, AN ARC LENGTH OF 206.07 FEET, THE CHORD OF WHICH BEARS SOUTH 06°19'20" WEST, A DISTANCE OF 183.51 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 40°54'16" EAST, A DISTANCE OF 251.99 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 23°16'42", A RADIUS OF 50.00 FEET, AN ARC LENGTH OF 20.31 FEET, THE CHORD OF WHICH BEARS SOUTH 52°32'37" EAST, A DISTANCE OF 20.17 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 64°10'58" EAST, A DISTANCE OF 23.43 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 43°29'20", A RADIUS OF 50.00 FEET, AN ARC LENGTH OF 37.95 FEET, THE CHORD OF WHICH BEARS SOUTH 42°26'18" EAST, A DISTANCE OF 37.05 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 20°41'38" EAST, A DISTANCE OF 39.38 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 20°09'03", A RADIUS OF 100.00 FEET, AN ARC LENGTH OF 35.17 FEET, THE CHORD OF WHICH BEARS SOUTH 10°38'24" EAST, A DISTANCE OF 34.99 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 00°32'10" EAST, A DISTANCE OF 40.51 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 47°17'03", A RADIUS OF 100.00 FEET, AN ARC LENGTH OF 82.53 FEET, THE CHORD OF WHICH BEARS SOUTH 23°06'21" WEST, A DISTANCE OF 80.20 FEET TO A POINT OF TANGENCY;

SEE SHEET 3 OF 7



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BELFORD SOUTH METROPOLITAN DISTRICT	
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO	
DISTRICT FORMATION	
PROJ. MGR.: BJP	SHEET 2 OF 7 00C.LCPKC3.06
DRAWN BY: GDP	
DATE: 02/19/16	
SCALE: N/A	

EXHIBIT A

BELFORD SOUTH METROPOLITAN DISTRICT
LGID NO. _____

LEGAL DESCRIPTION – BOUNDARY PARCEL (CONTINUED...)

THENCE SOUTH 46°44'52" WEST, A DISTANCE OF 59.24 FEET TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 6;

THENCE SOUTH 87°49'19" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 1546.96 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 6, SAID POINT ALSO BEING THE SOUTHEASTERLY CORNER OF THAT RIGHT-OF-WAY PARCEL DESCRIBED IN BOOK 195 AT PAGE 510 OF THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER;

THENCE ALONG THE BOUNDARY OF SAID PARCEL THE FOLLOWING THREE (3) COURSES:

- 1) NORTH 00°17'01" EAST ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF SECTION 6, A DISTANCE OF 30.03 FEET;
- 2) SOUTH 87°55'04" WEST ALONG A LINE THIRTY FEET NORTHERLY DISTANT, WHEN MEASURED AT RIGHT ANGLES, AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SOUTHWEST QUARTER OF SECTION 6, A DISTANCE OF 626.87 FEET;
- 3) SOUTH 00°42'41" WEST A DISTANCE OF 30.04 FEET TO A POINT ON SAID SOUTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6;

THENCE SOUTH 87°55'04" WEST, ALONG SAID SOUTH LINE A DISTANCE OF 709.76 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6;

THENCE SOUTH 87°55'04" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SOUTHWEST QUARTER OF SECTION 6, A DISTANCE OF 1085.67 FEET TO THE POINT OF BEGINNING;

CONTAINING A CALCULATED AREA OF 3,686,731 SQUARE FEET OR 84.6357 ACRES, MORE OR LESS.

I, BRIAN J. PFOHL, A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING.



BRIAN J. PFOHL, P.L.S. 38445
FOR AND ON BEHALF OF MANHARD CONSULTING



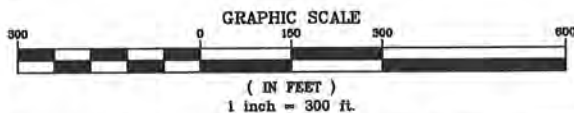
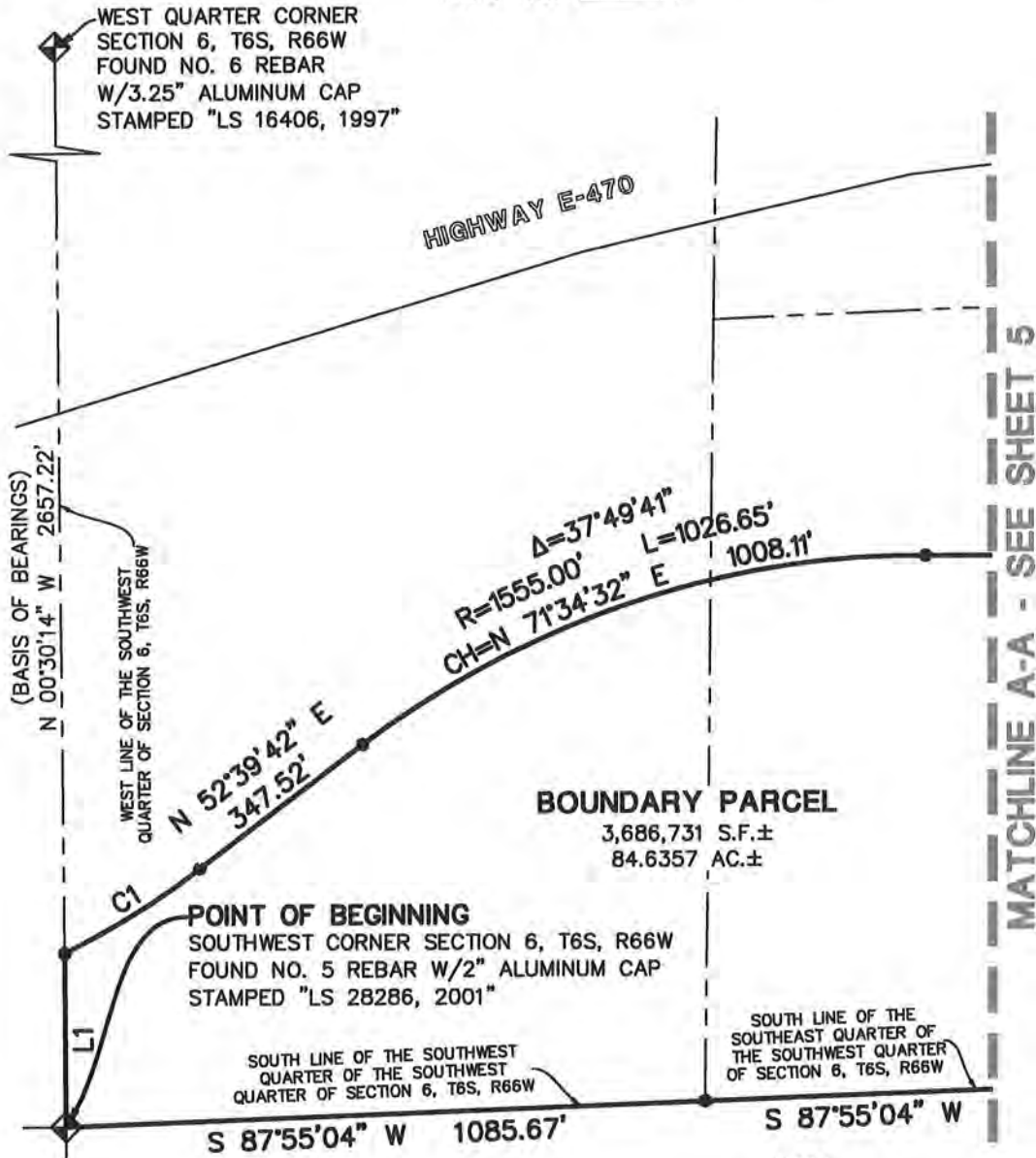
8008 E. Arapahoe Court, Suite 110, Centennial, CO 80112 ph:303.708.0500 fx:303.708.0400 manhard.com
Civil Engineers • Surveyors • Water Resource Engineers • Water & Wastewater Engineers
Construction Managers • Environmental Scientists • Landscape Architects • Planners

BELFORD SOUTH METROPOLITAN DISTRICT	
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO	
DISTRICT FORMATION	
PROJ. MGR.: BJP	SHEET
DRAWN BY: GDP	3 OF 7
DATE: 02/19/16	00C.LCPKC3.06
SCALE: N/A	

EXHIBIT A

BELFORD SOUTH METROPOLITAN DISTRICT

LGID NO. _____



NOTE:

- DENOTES CHANGE OF DIRECTION ONLY. THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

SEE SHEET 7 FOR LINE AND CURVE TABLES

BELFORD SOUTH METROPOLITAN DISTRICT
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO

DISTRICT FORMATION

PROJ. MGR.: BJP
DRAWN BY: GDP
DATE: 02/19/16
SCALE: 1" = 300'

SHEET
4 OF **7**
00C.LCPKC3.06

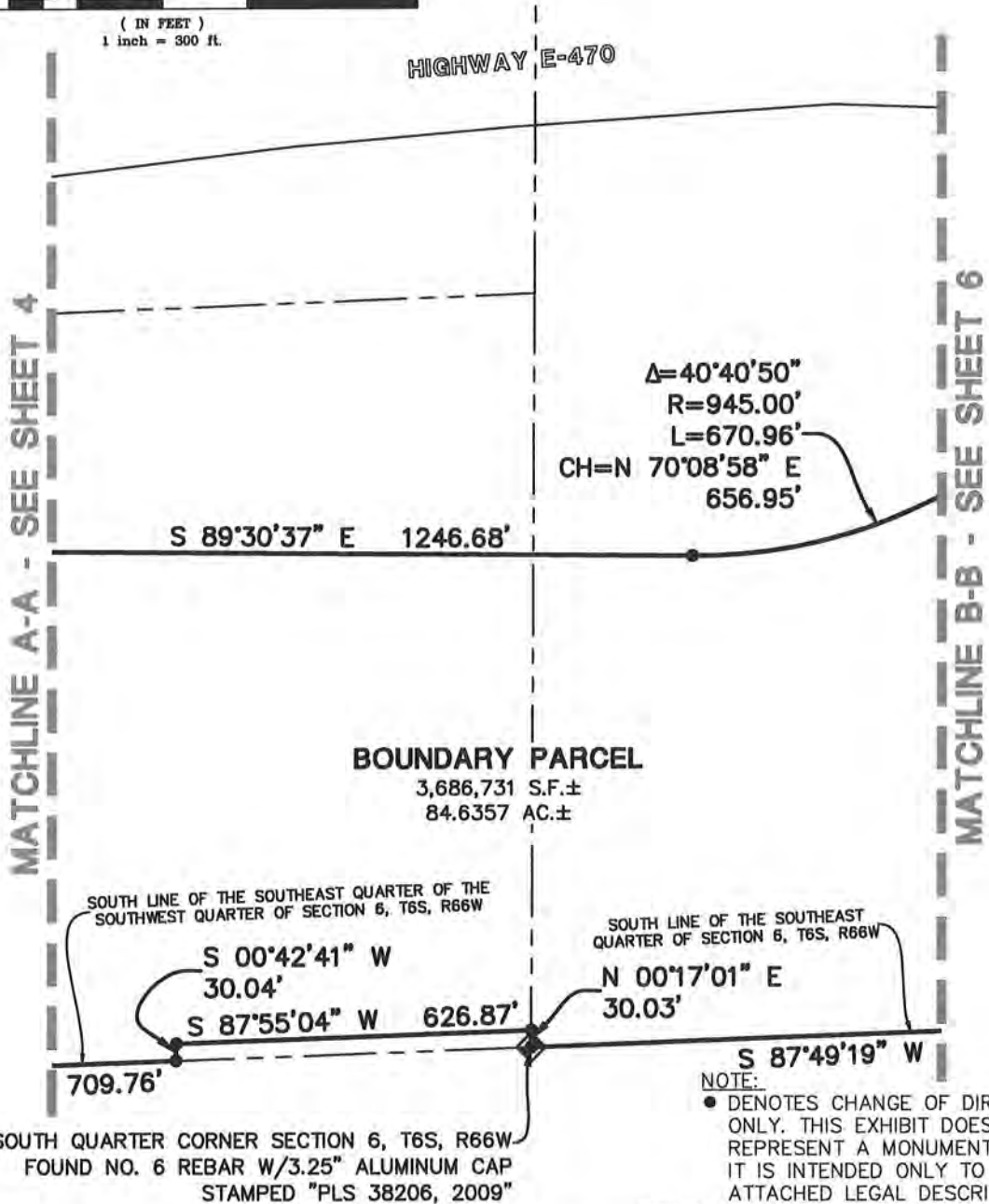
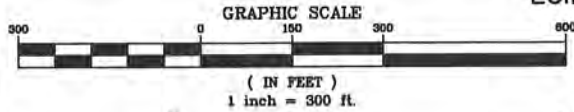


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EXHIBIT A

BELFORD SOUTH METROPOLITAN DISTRICT

LGID NO. _____



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Construction Managers • Environmental Scientists • Landscape Architects • Planners

BELFORD SOUTH METROPOLITAN DISTRICT
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO

DISTRICT FORMATION

PROJ. MGR.: BJP
DRAWN BY: GDP
DATE: 02/19/16
SCALE: 1" = 300'

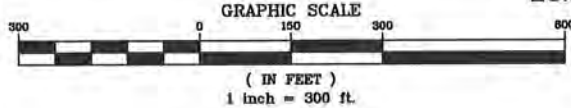
SHEET
5 OF 7
00C.LCPKC3.06

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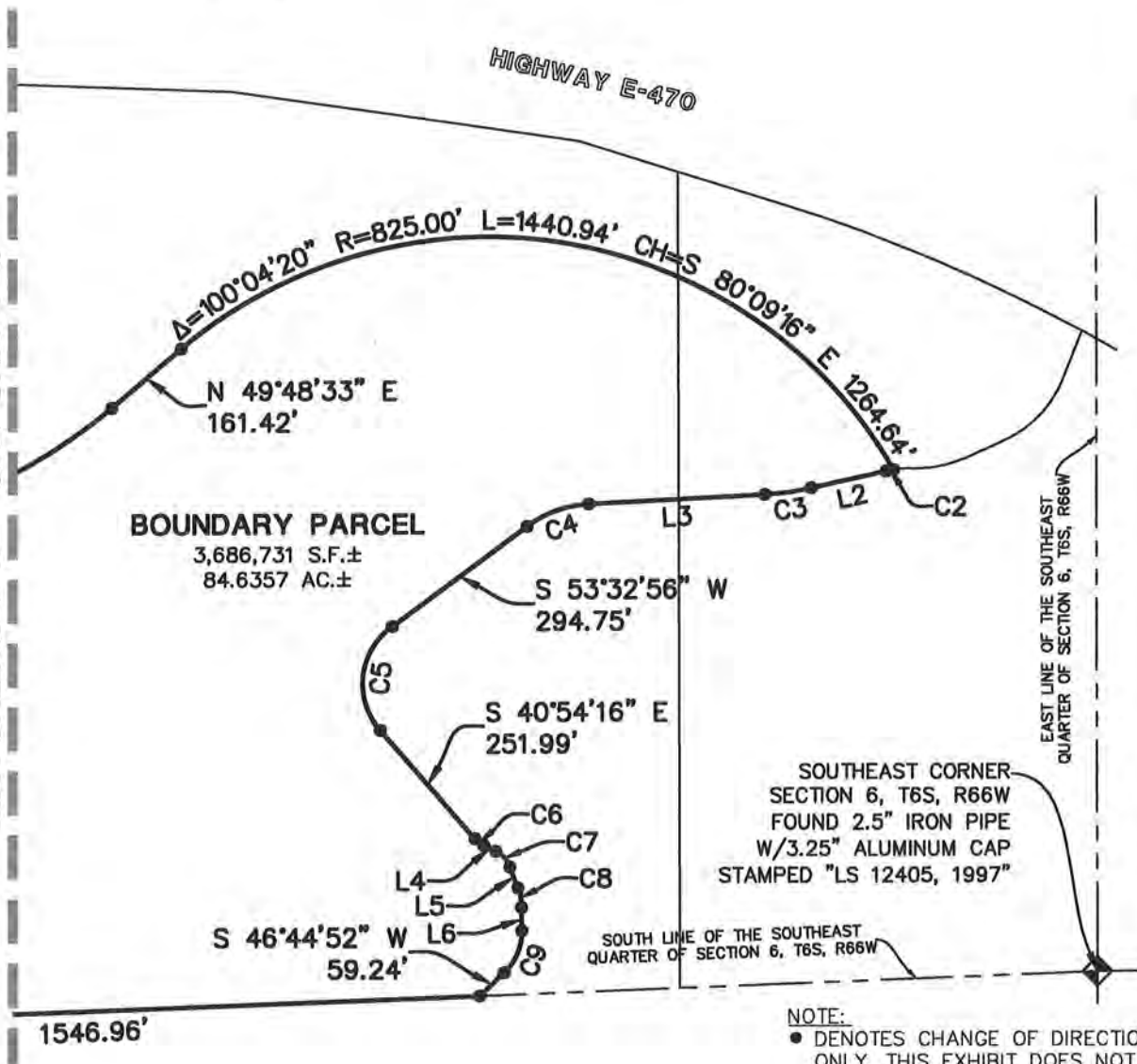
EXHIBIT A

BELFORD SOUTH METROPOLITAN DISTRICT

LGID NO. _____



MATCHLINE B-B - SEE SHEET 5



NOTE:

- DENOTES CHANGE OF DIRECTION ONLY. THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

SEE SHEET 7 FOR LINE AND CURVE TABLES



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 Construction Managers • Environmental Scientists • Landscape Architects • Planners

BELFORD SOUTH METROPOLITAN DISTRICT
 TOWN OF PARKER, DOUGLAS COUNTY, COLORADO

DISTRICT FORMATION

PROJ. MGR.: BJP
 DRAWN BY: GDP
 DATE: 02/19/16
 SCALE: 1" = 300'

SHEET
6 OF **7**
 00C.LCPKC3.06

EXHIBIT A

BELFORD SOUTH METROPOLITAN DISTRICT
LGID NO. _____

LINE TABLE		
LINE	BEARING	LENGTH
L1	N 00°30'14" W	295.45'
L2	S 77°31'06" W	135.79'
L3	S 86°58'10" W	308.09'
L4	S 64°10'58" E	23.43'
L5	S 20°41'38" E	39.38'
L6	S 00°32'10" E	40.51'

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	10°46'25"	1445.00'	271.71'	N 58°02'54" E	271.31'
C2	3°52'15"	200.00'	13.51'	S 79°27'14" W	13.51'
C3	9°27'04"	500.00'	82.48'	S 82°14'38" W	82.38'
C4	33°25'14"	200.00'	116.66'	S 70°15'33" W	115.01'
C5	94°27'12"	125.00'	206.07'	S 06°19'20" W	183.51'
C6	23°16'42"	50.00'	20.31'	S 52°32'37" E	20.17'
C7	43°29'20"	50.00'	37.95'	S 42°26'18" E	37.05'
C8	20°09'03"	100.00'	35.17'	S 10°38'24" E	34.99'
C9	47°17'03"	100.00'	82.53'	S 23°06'21" W	80.20'



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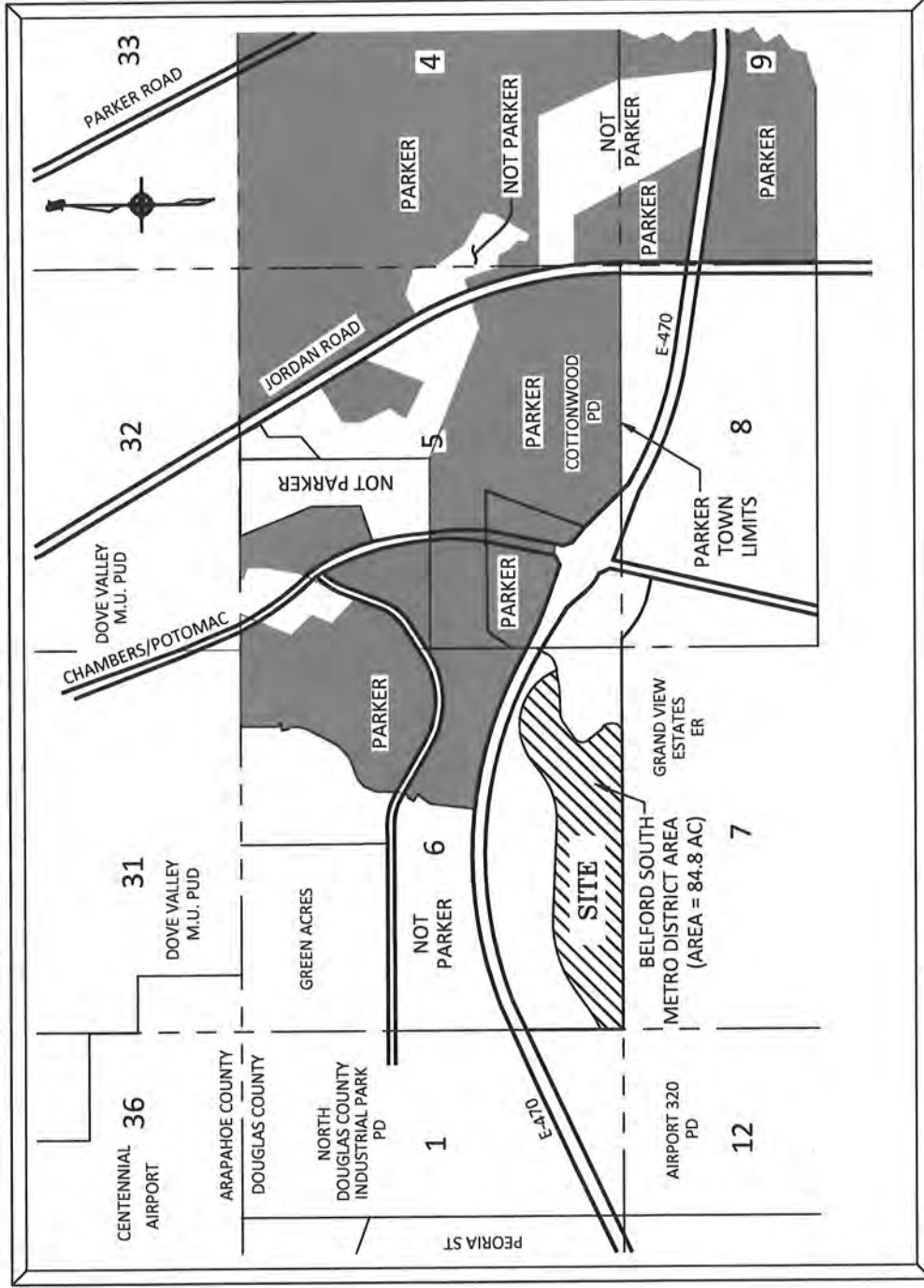
BELFORD SOUTH METROPOLITAN DISTRICT TOWN OF PARKER, DOUGLAS COUNTY, COLORADO		
DISTRICT FORMATION		
PROJ. MGR.:	BJP	SHEET 7 OF 7 00C.LCPKC3.06
DRAWN BY:	GDP	
DATE:	02/19/16	
SCALE:	N/A	

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EXHIBIT B

Parker Vicinity Map

EXHIBIT B **PARKER VICINITY MAP OF** **BELFORD SOUTH METROPOLITAN DISTRICT**

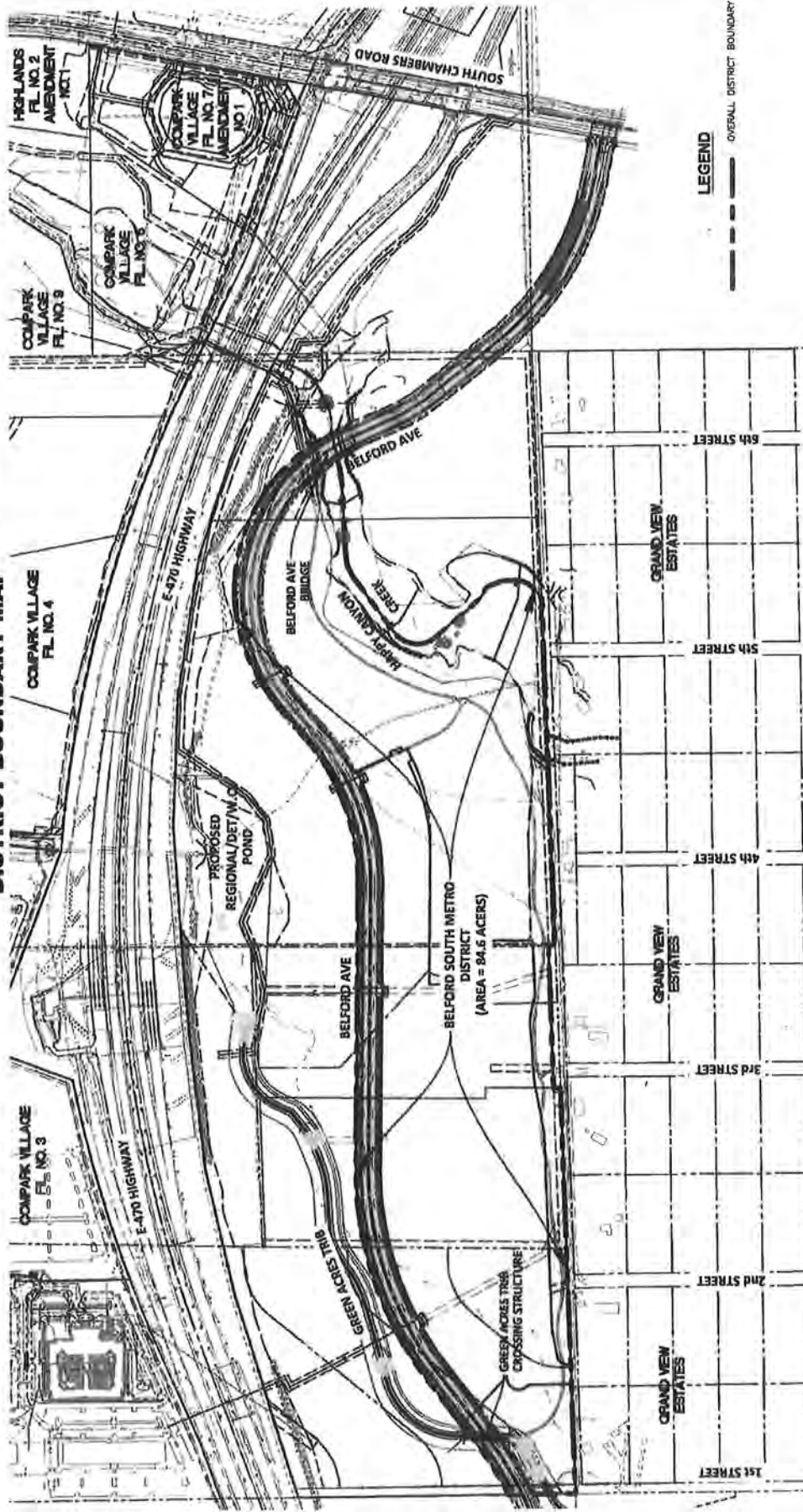


VICINITY MAP
 SCALE: NTS

EXHIBIT C-1

District Boundary Map

EXHIBIT C-1 **BELFORD SOUTH METROPOLITAN DISTRICT** **DISTRICT BOUNDARY MAP**



LEGEND

--- OVERALL DISTRICT BOUNDARY



SHT 1 of 1

SCALE: 1" = 400'

GRAPHIC

EXHIBIT C-2

Proof of Ownership and Consents for all Properties within the District Boundaries

_____, 2018

VIA HAND DELIVERY

Town of Parker
20120 E. Mainstreet
Parker, CO 80138-7334

Re: Proposed District – Belford South Metropolitan District (the “**District**”)

To Whom It May Concern:

470 Compark LLC is the owner of the property described in Exhibit A, attached hereto, which includes all of the property within the District Boundaries, and hereby consents to the organization of the District.

Very truly yours,
470 Compark LLC

STATE OF COLORADO)
) ss.
COUNTY OF _____)

Subscribed and sworn to before me by _____ as _____ of 470
Compark LLC.

Witness my hand and official seal.

My commission expires: _____

Notary Public

**EXHIBIT A TO LETTER OF CONSENT
OWNERSHIP AND ENCUMBRANCE REPORT**

The 84.6 acres within the District Boundaries are included within the legal description of the Warranty Deed that is attached to this Exhibit C-2 and forms the basis of the O&E Report.



ONE REPORT

To: MCGEADY BECHER

Date Ordered: 02-06-2018

Attn: JENNIFER PINO

Order Number 741480

Fax:

Phone: 303-592-4380

Address: VACANT LAND UNKNOWN, CO 00000

County: DOUGLAS

LEGAL DESCRIPTION

SEE DEED FOR FULL LEGAL DESCRIPTION.

OWNERSHIP & ENCUMBRANCES

Certification Date: 02-01-2018

OWNERSHIP: 470 COMPARK LLC, A COLORADO LIMITED LIABILITY COMPANY

<u>Doc Type</u>	<u>Doc Fee</u>	<u>Date</u>	<u>Reference#</u>
WARRANTY DEED	NA	09-02-2005	83843

ENCUMBRANCES AND OTHER DOCUMENTS

<u>Item</u>	<u>Payable To</u>	<u>Amount</u>	<u>Date</u>	<u>Reference#</u>
NONE OF RECORD				

Cust Ref#

By: JOY POWELL
Land Title
Property Resource Specialist
Email: jpowell@ltgc.com
Phone: 303-850-4181
Fax:

Form OE.WEB 06/06

This ONE REPORT is based on a limited search of the county real property records and is intended for informational purposes only. The ONE REPORT does not constitute any form of warranty or guarantee of title or title insurance, and should not be used by the recipient of the ONE REPORT as the basis for making any legal, investment or business decisions. The recipient of the ONE REPORT should consult legal, tax and other advisors before making any such decisions. The liability of Land Title Guarantee Company is strictly limited to (1) the recipient of the ONE REPORT, and no other person, and (2) the amount paid for the ONE REPORT.



Prepared For:
MCGEADY BECHER
JENNIFER PINO

Reference: VACANT LAND UNKNOWN, CO 00000

Attached are the additional documents you requested:

Doc Type

Recorded

Reception#/BookPage

JOY POWELL
Land Title
Property Resource Specialist
Email: jpowell@ltgc.com
Phone: 303-850-4181
Fax:

ADD.DOCB 741480



OFFICIAL RECORDS
DOUGLAS COUNTY CO
CAROL R. MURRAY
CLERK & RECORDER
RECORDING FEE: \$41.00
5 PGS

2005083843
09/02/2005 12:30 PM

Please return to
David Murray, Esq.
Murray List & Lippitt
1228 15th Street, #201
Denver, CO 80202

2005083843 8 PGS

SPECIAL WARRANTY DEED

C.R.S. §38-30-115

For and in consideration of the sum of other good and valuable consideration and Ten Dollars (\$10.00), the receipt of which is hereby acknowledged, Compark 190, LLC, a Colorado limited liability company ("Grantor"), hereby sells and conveys to 470 Compark LLC, a Colorado limited liability company whose street address is 8480 East Orchard Road, Suite 6000, Englewood CO 80111 ("Grantee"), the following real property in the County of Douglas, State of Colorado ("Property"):

See Exhibit A attached hereto and hereby made a part hereof by reference for legal description.

DOC FEE: 0

TOGETHER WITH all of its appurtenances and Grantor. The Grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the Grantee, their successors and assigns, against all and every person or persons claiming the whole or any part thereof by, through, or under the Grantor.

THIS DEED is being given in settlement of that certain lawsuit in Douglas County Colorado District Court, Case #03-CV-1379, including the full satisfaction of the indebtedness evidenced by that certain Deed of Trust between Compark 190, LLC, a Colorado limited liability company, grantor, and the Public Trustee of Douglas County Colorado, grantee, for the benefit of 470 Compark, LLC, a Colorado limited liability company, dated September 14, 2001 and recorded September 14, 2001 in Book 2131 at Page 737, and that this conveyance is a free and voluntary act of the Grantor.

SUBJECT ONLY TO all items listed on Exhibit B attached hereto and hereby made a part hereof by reference.

Executed as of September 1, 2005.

Compark 190, LLC,
a Colorado limited liability company

By: Omnivest International, Inc.,
a Colorado corporation
Manager

By: Omnivest Realty, Inc.,
a Colorado corporation,
Manager

By:
Frederick V. Miale, Jr.
President

By:
E. S. Alba
President

By: Hampton Partners Investments, LLC,
a Colorado limited liability company
Manager

By:
Jeffrey S. Robinson
Manager

State of Colorado }
City and County of Denver }

The foregoing Special Warranty Deed was acknowledged before me this 17th day of August, 2005, by Frederick V. Male, Jr. as President of Omnivest International Inc., a Colorado corporation, Manager of Compark 190, LLC, a Colorado limited liability company.



My commission expires: 7-3-06

Witness my hand and official seal.

Mary Hanssler
Notary Public

State of Colorado }
City and County of Denver }

The foregoing Special Warranty Deed was acknowledged before me this 17th day of August, 2005, by E. S. Alba as President of Omnivest Realty, Inc., a Colorado corporation, Manager of Compark 190, LLC, a Colorado limited liability company.



My commission expires: 7-3-06

Witness my hand and official seal.

Mary Hanssler
Notary Public

State of Colorado }
City and County of Denver }

The foregoing Special Warranty Deed was acknowledged before me this 17th day of August, 2005, by Jeffrey S. Robinson as Manager of Hampton Partners Investments, LLC, a Colorado limited liability company, Manager of Compark 190, LLC, a Colorado limited liability company.



My commission expires: July 28, 2008

Witness my hand and official seal.

Patricia A. Lutz
Notary Public



TST INC. OF DENVER
CONSULTING ENGINEERS

Exhibit A

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTH HALF OF SECTION 6, THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 AND CONSIDERING THE WEST LINE OF SAID SOUTHWEST QUARTER OF SECTION 6 TO BEAR NORTH 00°29'49" WEST, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE NORTH 00°29'49" WEST ALONG SAID WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 6 A DISTANCE OF 1216.48 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF HIGHWAY E-470 AS DESCRIBED IN BOOK 902 AT PAGE 573 AND AT PAGE 576 OF THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING FOURTEEN (14) COURSES:

- 1) THENCE NORTH 72°48'01" EAST A DISTANCE OF 328.26 FEET;
- 2) THENCE NORTH 73°02'20" EAST A DISTANCE OF 596.76 FEET;
- 3) THENCE NORTH 77°03'02" EAST A DISTANCE OF 576.89 FEET;
- 4) THENCE NORTH 83°04'45" EAST A DISTANCE OF 573.61 FEET;
- 5) THENCE NORTH 85°05'07" EAST A DISTANCE OF 380.93 FEET;
- 6) THENCE NORTH 86°06'18" EAST A DISTANCE OF 574.74 FEET;
- 7) THENCE SOUTH 87°52'51" EAST A DISTANCE OF 578.89 FEET;
- 8) THENCE SOUTH 81°41'15" EAST A DISTANCE OF 612.23 FEET;
- 9) THENCE SOUTH 72°31'23" EAST A DISTANCE OF 371.41 FEET TO A POINT ON A CURVE;
- 10) THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 12°32'50", A RADIUS OF 3005.03 FEET, AND ARC LENGTH OF 658.08 FEET AND A CHORD THAT BEARS SOUTH 66°14'02" EAST TO A POINT ON A CURVE;
- 11) THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 02°12'42", A RADIUS OF 2918.21 FEET, AN ARC LENGTH OF 112.64 FEET AND A CHORD THAT BEARS SOUTH 58°54'47" EAST TO A POINT ON A CURVE;
- 12) THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 15°07'33", A RADIUS OF 1851.86 FEET, AN ARC LENGTH OF 488.88 FEET AND A CHORD THAT BEARS SOUTH 50°13'37" EAST;
- 13) THENCE SOUTH 42°41'51" EAST A DISTANCE OF 301.32 FEET TO A POINT OF CURVATURE;
- 14) THENCE ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 22°05'50", A RADIUS OF 677.41 FEET AND AN ARC LENGTH OF 261.26 FEET;

THENCE SOUTH 64°47'39" EAST A DISTANCE OF 41.05 FEET;
THENCE SOUTH 26°12'04" EAST A DISTANCE OF 155.34 FEET;

THENCE SOUTH 10°56'39" WEST A DISTANCE OF 70.79 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 02°52'51", A RADIUS OF 1969.86 FEET AND AN ARC LENGTH OF 99.04 FEET TO A POINT ON SAID SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 5;

THENCE SOUTH 89°09'25" WEST ALONG SAID SOUTH LINE A DISTANCE OF 1006.02 FEET TO THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 6;

THENCE SOUTH 87°49'36" WEST ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF SECTION 6 A DISTANCE OF 2633.93 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 6, SAID POINT ALSO BEING THE SOUTHEASTERLY CORNER OF THAT RIGHT-OF-WAY PARCEL DESCRIBED IN BOOK 195 AT PAGE 510 OF THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER;

THENCE ALONG THE BOUNDARY OF SAID PARCEL THE FOLLOWING THREE (3) COURSES:

TST INC. of DENVER

- 1) THENCE NORTH 00°17'09" EAST ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF SECTION 6 A DISTANCE OF 30.03 FEET;
- 2) THENCE SOUTH 87°53'13" WEST ALONG A LINE THIRTY FEET NORTHERLY DISTANT, WHEN MEASURED AT RIGHT ANGLES, AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SOUTHWEST QUARTER OF SECTION 6 A DISTANCE OF 626.74 FEET;
- 3) THENCE SOUTH 00°42'41" WEST A DISTANCE OF 30.04 FEET TO A POINT ON SAID SOUTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6;

THENCE SOUTH 87°55'13" WEST ALONG SAID SOUTH LINE A DISTANCE OF 710.00 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6;
THENCE SOUTH 87°54'53" WEST ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SOUTHWEST QUARTER OF SECTION 6 A DISTANCE OF 1085.68 FEET TO THE POINT OF BEGINNING, CONTAINING 189.62 ACRES, MORE OR LESS,

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL:

A PARCEL OF LAND LOCATED IN SECTION 5 AND SECTION 6, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 5 AND CONSIDERING THE WEST LINE OF SAID SOUTHWEST QUARTER OF SECTION 5 TO BEAR NORTH 00°08'27" WEST, WITH ALL BEARINGS CONTAINED HEREIN, RELATIVE THERETO:

- THENCE SOUTH 87°49'36" WEST ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 6, 733.88 FEET; THENCE DEPARTING SAID SOUTH LINE, NORTH 00°08'27" WEST, 1423.04 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF HIGHWAY E-470;
THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING EIGHT (8) COURSES:
- 1) THENCE SOUTH 72°31'23" EAST, 189.31 FEET;
 - 2) THENCE ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 12°32'50", A RADIUS OF 3005.03 FEET, AN ARC OF 658.07 FEET, AND A CHORD WHICH BEARS SOUTH 66°14'02" EAST, 656.76 FEET;
 - 3) THENCE ALONG CURVE TO THE RIGHT HAVING A DELTA OF 02°12'42", A RADIUS OF 2918.21, AN ARC OF 112.65 FEET, AND A CHORD WHICH BEARS SOUTH 58°54'47" EAST, 112.64 FEET;
 - 4) THENCE ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 15°07'33", A RADIUS OF 1851.86 FEET, AN ARC OF 488.88 FEET AND A CHORD WHICH BEARS SOUTH 50°15'37" EAST, 487.46 FEET;
 - 5) THENCE SOUTH 42°41'51" EAST, 301.32 FEET;
 - 6) THENCE ALONG A CURVE TO THE LEFT HAVING A DELTA OF 22°05'50", A RADIUS OF 677.41 FEET, AN ARC OF 261.26 FEET, AND A CHORD WHICH BEARS SOUTH 53°44'45" EAST, 259.64 FEET;
 - 7) THENCE SOUTH 64°47'39" EAST, 41.05 FEET;
 - 8) THENCE SOUTH 26°12'04" EAST, 155.34 FEET;

THENCE DEPARTING SAID RIGHT-OF-WAY LINE, SOUTH 10°56'39" WEST, 70.79 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A DELTA OF 02°52'51", A RADIUS OF 1969.86 FEET, AND AN ARC OF 99.04 FEET TO THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 5; THENCE ALONG SAID SOUTHERLY LINE SOUTH 89°09'25" WEST, 1006.02 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, CONTAINING 38.00 ACRES, MORE OR LESS.

THE ABOVE DESCRIBED PARCEL, LESS THE EXCEPTION CONTAINS 151.62 ACRES, MORE OR LESS,

TST INC. of DENVER

SURVEYOR'S CERTIFICATE

I, MICHAEL C. CREGGER, DO HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION UTILIZING TITLE POLICY NUMBER A75-0310723, DATED SEPTEMBER 14, 2001, PREPARED BY LAWYERS TITLE INSURANCE CORPORATION.

DATE

12/14/04

Michael C. Cregger

PROFESSIONAL LAND SURVEYOR
COLORADO REGISTRATION NO. 225644



EXHIBIT "B"

1. Taxes and assessments for 2005, and subsequent years.
2. Any tax, assessment, fees or charges by reason of the inclusion of subject property in the Cherry Valley Public Irrigation District and the Douglas County Soil Conservation District.
3. The right of the proprietor of a vein or lode to extract or remove his ore, should the same be found to penetrate or intersect the premises thereby granted and rights of way for ditches and canals as reserved in the United States Patent recorded September 4, 1893 in Book X at Page 187, and any and all assignments thereof or interests therein.
4. Notes, easements and provisions as shown on the plat of Green Acres Subdivision.
5. Right of way for the use of the public through, over and across the roads granted to Douglas County by the plat of Green Acres Subdivision.
6. An easement for electric transmission lines and incidental purposes granted to Intermountain Rural Electric Association by the instrument recorded October 3, 1955 in Book 114 at Page 132.
7. Easement and right of way over subject property for the purpose of ingress and egress as reserved and further set forth under the instrument recorded January 17, 1969 in Book 190 at Page 55.
8. Right of way for ingress and egress as reserved in Deed recorded July 22, 1969 in Book 195 at Page 301.
9. Reservation of groundwater rights as contained in instrument recorded October 25, 1985 in Book 603 at Page 328.
10. The effect of the inclusion of the subject property in the Cherry Creek Basin Authority, as disclosed by the instrument recorded May 6, 1988 in Book 790 at Page 718.
11. The effect of the inclusion of the subject property in the E-470 Public Highway Authority, as disclosed by the instrument recorded May 12, 1988 in Book 792 at Page 3.
12. Terms, conditions, provisions, agreements and obligations specified under the Resolution No. R-989-012 recorded March 14, 1989 in Book 845 at Page 7.
13. Terms, conditions, provisions, agreements, and obligations specified under the Establishing Contract for the E-470 Public Highway Authority recorded June 26, 1989 in Book 860 at Page 555.

NOTE: Second Amendment to the Establishing Contract for the E-470 Public Highway Authority recorded July 10, 1989 in Book 862 at Page 723.

NOTE: Resolution No. R-992-099 approving the Sixth Amendment to the Establishing Contract for the E-470 Public Highway Authority recorded December 9, 1992 in Book 1100 at Page 1475.

NOTE: Resolution No. R-993-021 approving the revised Sixth Amendment to the Establishing Contract for the E-470 Public Highway Authority recorded February 1, 1993 in Book 1109 at Page 298.

14. Drainage, access, slope and permanent easements as granted and described in Agreement for Possession and Use between the E-470 Public Highway Authority and Commerce Park Associates-South, Ltd., recorded March 22, 1990 in Book 902 at Page 563.
15. Terms, conditions, provisions, agreements, and obligations specified under the Findings of Fact, Conclusions of Law, Judgment and Decree of the Water Court recorded March 26, 1990 in Book 903 at Page 20.
16. An easement for ingress, egress and incidental purposes granted to the E-470 Public Highway Authority by the instrument recorded October 25, 1990 in Book 936 at Page 1125.
17. Terms, conditions, provisions, agreements and obligations specified under the Intergovernmental Agreement for Irrigation Water Service recorded August 28, 1991 in Book 990 at Page 973.
18. Terms, conditions, provisions, agreements and obligations specified under the Intergovernmental Agreement for Land Application of Treated Effluent recorded August 28, 1991 in Book 990 at Page 1010.
19. Terms, conditions, provisions, agreements and obligations specified under the Douglas Planning Commission Agenda meeting recorded February 25, 1992 in Book 1030 at Page 631.
20. Terms, conditions, provisions, agreements and obligations specified under the Water Rights Special Warranty Deed and Dry-Up Covenant recorded December 16, 1992 in Book 1102 at Page 2292.
21. Terms, conditions, provisions, agreements and obligations specified under the Resolution No. R-995-019 approving the revised Intergovernmental Agreement recorded February 8, 1995 in Book 1246 at Page 1096.
22. The effect of the inclusion of the subject property in the E-470 Public Highway Authority, as disclosed by the instrument recorded December 19, 1995 in Book 1307 at Page 235.
23. Terms, conditions, provisions, agreements, and obligations specified under the Inclusion Agreement (No. 6) recorded March 4, 1996 in Book 1323 at Page 171.
24. Terms, conditions, provisions, agreements, and obligations specified under the Resolution No. R-999-070 recorded June 16, 1999 in Book 1721 at Page 1047.
25. The following matters as set forth on ALTA/ACSM Land Title Survey prepared by Carroll & Lange, Inc., dated March 9, 2001 and as last revised September 10, 2001 as Job No. 1272-S-ALTA, to wit:
 - a) Approximate 100 year base flood elevation boundary.
 - b) Utility poles and guy anchors along the Westerly, Easterly and Southerly lines of the property.
 - c) Gas markers along the Southerly line of the property.
 - d) Drainage culvert and concrete sidewalk affecting the Northerly portion of the property.
 - e) Barbed wire fences in numerous locations. Said fences do not follow property lines.
 - f) Utility poles and telephone pedestal lying South of the Southerly property line servicing the property.
 - g) Gravel road lying South of the Southerly property line and South of Block 31 (also known as Pilbert Avenue) on the plat of

Grandview Estates, Douglas County records, servicing the property.

- h) Underground utility lines disclosed by visible surface evidence but not located.

26. Unrecorded lease dated August 5, 2004.
27. Terms, conditions, provisions, agreements, and obligations specified under the Board of Commissioners Douglas County Resolution No. R-82-34 recorded April 29, 1982 in Book 440 at Page 204 and re-recorded February 8, 1983 in Book 465 at Page 324.
28. Deed of Trust from 470 Compark LLC, a Colorado limited liability company to the Public Trustee of Douglas County, for the benefit of Steven F. and Sara E. Dallman, Joint Tenants, securing an original principal indebtedness of \$977,649.75, and any other amounts and/or obligations, dated September 14, 2001 and recorded September 14, 2001 in Book 2131 at Page 696.
29. Deed of Trust from 470 Compark LLC, a Colorado limited liability company to the Public Trustee of Douglas County, for the benefit of LNH Investments, L.L.P., a Colorado limited liability partnership, securing an original principal indebtedness of \$998,721.90, and any other amounts and/or obligations, dated September 14, 2001 and recorded September 14, 2001 in Book 2131 at Page 713.
30. Grading Agreement between 470 Compark, LLC, a Colorado limited liability company and Compark 190, LLC, a Colorado limited liability company recorded ~~August 2~~, 2005 in Book ~~_____~~ at Page ~~_____~~.
September # 2005083345
31. Road Construction Agreement between 470 Compark, LLC, a Colorado limited liability company and Compark 190, LLC, a Colorado limited liability company recorded ~~August 2~~, 2005 in Book ~~_____~~ at Page ~~_____~~.
September # 2005083346
32. Intersection Improvement Agreement between 470 Compark, LLC, a Colorado limited liability company and Compark 190, LLC, a Colorado limited liability company recorded ~~August 2~~, 2005 in Book ~~_____~~ at Page ~~_____~~.
September # 2005083347
33. Dedication Agreement between 470 Compark, LLC, a Colorado limited liability company and Compark 190, LLC, a Colorado limited liability company and Newland Properties recorded ~~August 2~~, 2005 in Book ~~_____~~ at Page ~~_____~~.
September # 2005083352

EXHIBIT D

Chambers Highpoint Property

EXHIBIT D

CHAMBERS HIGH POINT MD NOS. 1 & 2 DISTRICT BOUNDARIES
LGID NO. _____

LEGAL DESCRIPTION

PART OF THE SOUTHWEST QUARTER OF SECTION 5 AND PART OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 6 AND CONSIDERING THE EAST LINE OF SAID SOUTHEAST QUARTER OF SECTION 6 TO BEAR NORTH 00°08'26" WEST, AND MONUMENTED AS SHOWN HEREON, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE SOUTH 87°49'19" WEST, A DISTANCE OF 1086.96 FEET ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF SECTION 6;

THENCE NORTH 46°44'52" EAST, A DISTANCE OF 59.24 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 47°17'03", A RADIUS OF 100.00 FEET, AN ARC LENGTH OF 82.53 FEET, THE CHORD OF WHICH BEARS NORTH 23°06'21" EAST, A DISTANCE OF 80.20 FEET TO A POINT OF TANGENCY;

THENCE NORTH 00°32'10" WEST, A DISTANCE OF 40.51 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 20°09'03", A RADIUS OF 100.00 FEET, AN ARC LENGTH OF 35.17 FEET, THE CHORD OF WHICH BEARS NORTH 10°38'24" WEST, A DISTANCE OF 34.99 FEET TO A POINT OF TANGENCY;

THENCE NORTH 20°41'38" WEST, A DISTANCE OF 39.38 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 43°29'20", A RADIUS OF 50.00 FEET, AN ARC LENGTH OF 37.95 FEET, THE CHORD OF WHICH BEARS NORTH 42°26'18" WEST, A DISTANCE OF 37.05 FEET TO A POINT OF TANGENCY;

THENCE NORTH 64°10'58" WEST, A DISTANCE OF 23.43 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 23°16'42", A RADIUS OF 50.00 FEET, AN ARC LENGTH OF 20.31 FEET, THE CHORD OF WHICH BEARS NORTH 52°32'37" WEST, A DISTANCE OF 20.17 FEET TO A POINT OF TANGENCY;

THENCE NORTH 40°54'16" WEST, A DISTANCE OF 251.99 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 94°27'12", A RADIUS OF 125.00 FEET, AN ARC LENGTH OF 206.07 FEET, THE CHORD OF WHICH BEARS NORTH 06°19'20" EAST, A DISTANCE OF 183.51 FEET TO A POINT OF TANGENCY;

THENCE NORTH 53°32'56" EAST, A DISTANCE OF 294.75 FEET TO A POINT OF CURVATURE;

SEE SHEET 2 OF 5



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BELFORD NORTH METROPOLITAN DISTRICT
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO

PROJ. MGR.: BJP
DRAWN BY: BJP
DATE: 06/30/17
SCALE: N/A

SHEET
1 OF **5**
00C.LCPKC3.06

EXHIBIT D

CHAMBERS HIGH POINT MD NOS. 1 & 2 DISTRICT BOUNDARIES

LGID NO. _____

LEGAL DESCRIPTION (CONTINUED...)

THENCE ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 33°25'14", A RADIUS OF 200.00 FEET, AN ARC LENGTH OF 116.66 FEET, THE CHORD OF WHICH BEARS NORTH 70°15'33" EAST, A DISTANCE OF 115.01 FEET TO A POINT OF TANGENCY;

THENCE NORTH 86°58'10" EAST, A DISTANCE OF 308.09 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 09°27'04", A RADIUS OF 500.00 FEET, AN ARC LENGTH OF 82.48 FEET, THE CHORD OF WHICH BEARS NORTH 82°14'38" EAST, A DISTANCE OF 82.38 FEET TO A POINT OF TANGENCY;

THENCE NORTH 77°31'06" EAST, A DISTANCE OF 135.79 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 12°56'47", A RADIUS OF 200.00 FEET, AN ARC LENGTH OF 45.19 FEET, THE CHORD OF WHICH BEARS NORTH 83°59'30" EAST, A DISTANCE OF 45.10 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 89°32'07" EAST, A DISTANCE OF 9.07 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 24°33'38", A RADIUS OF 200.00 FEET, AN ARC LENGTH OF 85.73 FEET, THE CHORD OF WHICH BEARS NORTH 78°11'04" EAST, A DISTANCE OF 85.08 FEET TO A POINT OF TANGENCY;

THENCE NORTH 65°54'15" EAST, A DISTANCE OF 75.57 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 43°58'01", A RADIUS OF 200.00 FEET, AN ARC LENGTH OF 153.47 FEET, THE CHORD OF WHICH BEARS NORTH 43°55'15" EAST, A DISTANCE OF 149.74 FEET TO A POINT OF TANGENCY;

THENCE NORTH 21°56'14" EAST, A DISTANCE OF 91.83 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF HIGHWAY E-470 AS DESCRIBED IN BOOK 902 AT PAGES 573 AND 576 OF THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING SEVEN (7) COURSES:

- 1) ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 01°35'08", A RADIUS OF 3005.03 FEET, AN ARC LENGTH OF 83.16 FEET, THE CHORD OF WHICH BEARS SOUTH 60°45'26" EAST, A DISTANCE OF 83.16 FEET TO A NON-TANGENT CURVE;
- 2) ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 02°16'00", A RADIUS OF 2918.21 FEET, AN ARC LENGTH OF 115.45 FEET, THE CHORD OF WHICH BEARS SOUTH 58°53'07" EAST, A DISTANCE OF 115.45 FEET TO A NON-TANGENT CURVE;
- 3) ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 15°02'19", A RADIUS OF 1851.86 FEET, AN ARC LENGTH OF 486.06 FEET, THE CHORD OF WHICH BEARS SOUTH 50°13'00" EAST, A DISTANCE OF 484.67 FEET TO A POINT OF TANGENCY;
- 4) SOUTH 42°41'51" EAST, A DISTANCE OF 301.32 FEET TO A POINT OF CURVATURE;

SEE SHEET 3 OF 5



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BELFORD NORTH METROPOLITAN DISTRICT
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO

PROJ. MGR.: BJP
DRAWN BY: BJP
DATE: 06/30/17
SCALE: N/A

SHEET
2 OF 5
00C.LCPKC3.06

EXHIBIT D

CHAMBERS HIGH POINT MD NOS. 1 & 2 DISTRICT BOUNDARIES

LGID NO. _____

LEGAL DESCRIPTION (CONTINUED...)

- 5) ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 22°05'50", A RADIUS OF 677.41 FEET, AN ARC LENGTH OF 261.26 FEET, THE CHORD OF WHICH BEARS SOUTH 53°44'45" EAST, A DISTANCE OF 259.64 FEET TO A POINT OF TANGENCY;
- 6) SOUTH 64°47'39" EAST, A DISTANCE OF 41.05 FEET;
- 7) SOUTH 26°12'04" EAST, A DISTANCE OF 155.34 FEET;

THENCE SOUTH 10°56'39" WEST, A DISTANCE OF 70.79 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 02°52'49", A RADIUS OF 1969.86 FEET, AN ARC LENGTH OF 99.02 FEET, THE CHORD OF WHICH BEARS SOUTH 09°30'15" WEST, A DISTANCE OF 99.01 FEET TO THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 5;

THENCE SOUTH 89°09'44" WEST, A DISTANCE OF 2.68 FEET ALONG LAST SAID SOUTH LINE TO THE WEST RIGHT-OF-WAY LINE OF CHAMBERS ROAD, AS PLATTED IN STONEGATE FILING NO. 16, RECORDED AT RECEPTION NO. 00091584 OF THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER;

THENCE SOUTH 10°56'24" WEST, A DISTANCE OF 383.96 FEET ALONG SAID WEST RIGHT-OF-WAY LINE;

THENCE NORTH 79°01'59" WEST, A DISTANCE OF 191.23 FEET TO A NON-TANGENT CURVE;

THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 32°59'21", A RADIUS OF 1251.04 FEET, AN ARC LENGTH OF 720.31 FEET, THE CHORD OF WHICH BEARS NORTH 62°32'28" WEST, A DISTANCE OF 710.40 FEET TO SAID SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 5;

THENCE SOUTH 89°09'44" WEST, A DISTANCE OF 112.21 FEET ALONG LAST SAID SOUTH LINE TO THE POINT OF BEGINNING;

CONTAINING A CALCULATED AREA OF 1,931,483 SQUARE FEET OR 44.3407 ACRES, MORE OR LESS.

I, BRIAN J. PFOHL, A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING.



BRIAN J. PFOHL, P.L.S. 38445
FOR AND ON BEHALF OF MANHARD CONSULTING



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BELFORD NORTH METROPOLITAN DISTRICT
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO

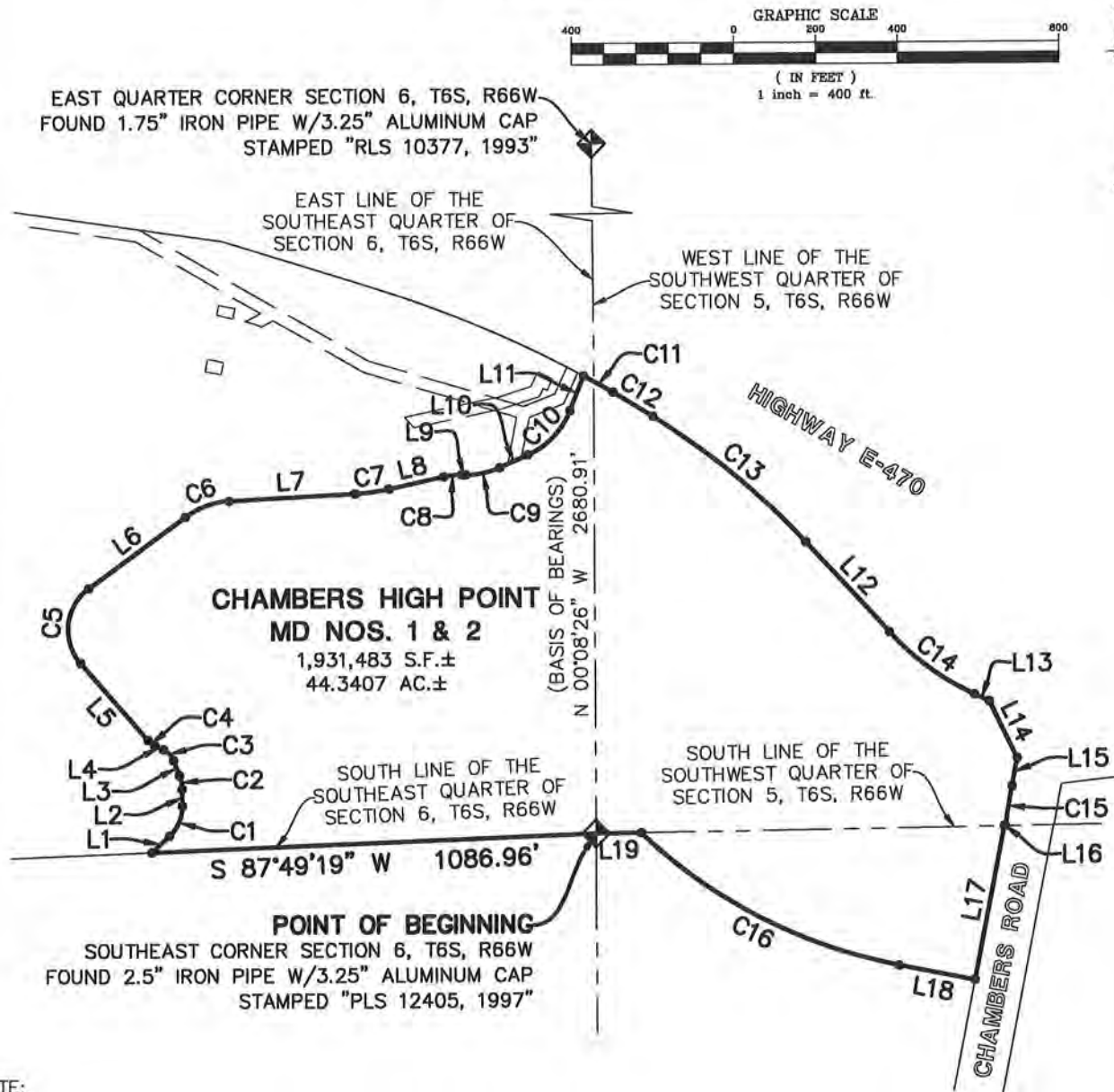
PROJ. MGR.: BJP
DRAWN BY: BJP
DATE: 06/30/17
SCALE: N/A

SHEET
3 OF 5
00C.LCPKC3.06

EXHIBIT D

CHAMBERS HIGH POINT MD NOS. 1 & 2 DISTRICT BOUNDARIES

LGID NO. _____



NOTE:

- DENOTES CHANGE OF DIRECTION ONLY. THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

SEE SHEET 5 FOR LINE AND CURVE TABLES
BELFORD NORTH METROPOLITAN DISTRICT
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO



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PROJ. MGR.: BJP
DRAWN BY: BJP
DATE: 06/30/17
SCALE: 1" = 400'

SHEET
4 OF 5
00C.LCPKC3.06

EXHIBIT D

CHAMBERS HIGH POINT MD NOS. 1 & 2 DISTRICT BOUNDARIES

LGID NO. _____

LINE TABLE		
LINE	BEARING	LENGTH
L1	N 46°44'52" E	59.24'
L2	N 00°32'10" W	40.51'
L3	N 20°41'38" W	39.38'
L4	N 64°10'58" W	23.43'
L5	N 40°54'16" W	251.99'
L6	N 53°32'56" E	294.75'
L7	N 86°58'10" E	308.09'

LINE TABLE		
LINE	BEARING	LENGTH
L8	N 77°31'06" E	135.79'
L9	S 89°32'07" E	9.07'
L10	N 65°54'15" E	75.57'
L11	N 21°56'14" E	91.83'
L12	S 42°41'51" E	301.32'
L13	S 64°47'39" E	41.05'
L14	S 26°12'04" E	155.34'

LINE TABLE		
LINE	BEARING	LENGTH
L15	S 10°56'39" W	70.79'
L16	S 89°09'44" W	2.68'
L17	S 10°56'24" W	383.96'
L18	N 79°01'59" W	191.23'
L19	S 89°09'44" W	112.21'

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	47°17'03"	100.00'	82.53'	N 23°06'21" E	80.20'
C2	20°09'03"	100.00'	35.17'	N 10°38'24" W	34.99'
C3	43°29'20"	50.00'	37.95'	N 42°26'18" W	37.05'
C4	23°16'42"	50.00'	20.31'	N 52°32'37" W	20.17'
C5	94°27'12"	125.00'	206.07'	N 06°19'20" E	183.51'
C6	33°25'14"	200.00'	116.66'	N 70°15'33" E	115.01'
C7	9°27'04"	500.00'	82.48'	N 82°14'38" E	82.38'
C8	12°56'47"	200.00'	45.19'	N 83°59'30" E	45.10'
C9	24°33'38"	200.00'	85.73'	N 78°11'04" E	85.08'
C10	43°58'01"	200.00'	153.47'	N 43°55'15" E	149.74'
C11	1°35'08"	3005.03'	83.16'	S 60°45'26" E	83.16'
C12	2°16'00"	2918.21'	115.45'	S 58°53'07" E	115.45'
C13	15°02'19"	1851.86'	486.06'	S 50°13'00" E	484.67'
C14	22°05'50"	677.41'	261.26'	S 53°44'45" E	259.64'
C15	2°52'49"	1969.86'	99.02'	S 09°30'15" W	99.01'
C16	32°59'21"	1251.04'	720.31'	N 62°32'28" W	710.40'



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BELFORD NORTH METROPOLITAN DISTRICT
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO

PROJ. MGR.: BJP
DRAWN BY: BJP
DATE: 06/30/17
SCALE: N/A

SHEET
5 OF 5
00C.LCPKC3.06

EXHIBIT E

Capital Plan and Engineer's Opinion of Probable Cost



Civil Engineering
 Surveying & Geospatial Services
 Water Resources Management
 GIS Services
 Construction Management

February 26, 2018

Ms. Emily Murphy
 McGeady Becher P.C.
 450 E. 17th Avenue, Suite 400
 Denver, CO 80203-1214

**RE: Belford North Metropolitan District
 Engineer's Certification Letter**

Dear Emily:

This letter is regarding the Belford North Metropolitan District Formation. The attached "Engineer's Opinion of Probable Cost" has been prepared on the basis of the engineer's experience and qualifications utilizing conceptual roadway, drainage, water and sanitary sewer plans prepared for the site. The location, sizing and inclusion of appurtenances were based upon the respective engineering standards for the Town of Parker, Urban Drainage and Flood Control District, and the Stonegate Water and Sanitation District. The prepared opinion of probable cost represents the engineer's best judgement as an experienced and qualified engineer familiar with the construction industry.

It is my opinion the cost estimates are reasonable and that such estimates are based on Parker's construction standards as required by the Capital Plan provisions of the Service Plan.

Please contact me at (303) 708-0500 if you have any questions or need additional information.

Sincerely,

Manhard Consulting

A handwritten signature in green ink, appearing to read 'Rick Moore', is written over the printed name 'Rick Moore, P.E.' and the company name 'Manhard Consulting'.

Rick Moore, P.E.
 For and On Behalf of Manhard Consulting, Ltd.



**Cc: Tom Williams, PE, Town of Parker Engineering and Stormwater Division
 Michael Vickers, 470 Compark, LLC**

Belford South Metropolitan District (BSMD) & Belford North Metropolitan District (BNMD)
Engineer's Estimate of Probable Costs

TOTAL COST SUMMARY

Prepared: February 26, 2018

Summary Description	BSMD Subtotal	BNMD Subtotal	Total Item Cost
<u>STREET IMPROVEMENT COSTS:</u>	\$9,633,515	\$8,030,146	\$17,663,662
<u>STORM DRAINAGE IMPROVEMENT COSTS:</u>	\$2,399,103	\$1,885,010	\$4,284,113
<u>SANITARY SEWER IMPROVEMENT COSTS:</u>	\$399,711	\$314,059	\$713,770
<u>WATER MAIN IMPROVEMENT COSTS:</u>	\$637,003	\$500,502	\$1,137,505
<u>PARK AND OPEN SPACE IMPROVEMENT COSTS:</u>	\$2,097,103	\$951,668	\$3,048,771
<u>TOTAL</u>	\$15,166,436	\$11,681,385	\$26,847,821

**Compark Village South, Filing No. 1
Cost Split Summary**

February 26, 2018

February 26, 2018

Item Number	Item Description	Subtotal	BSMD Responsibility	BNMD Responsibility
			Amount	Amount
STREET IMPROVEMENT COSTS				
1	Belford Ave - Segment A (Peoria Street to Town of Parker Limit, +/- 3,133 L.F.) - Phase 1	\$4,136,349	\$3,001,476	\$1,134,873
2	Belford Ave - Segment A (Peoria Street to Town of Parker Limit, +/- 3,133 L.F.) - Phase 2	\$1,189,634	\$0	\$1,189,634
3	Belford Ave - Segment B (Town of Parker Limit to Third Residential Entrance, +/- 3,418 L.F.) - Phase 1	\$3,171,493	\$2,500,712	\$670,782
4	Belford Ave - Segment B (Town of Parker Limit to Third Residential Entrance, +/- 3,418 L.F.) - Phase 2	\$1,920,822	\$162,914	\$1,757,908
5	Belford Ave - Segment C.1 (Third Residential Entrance to Happy Canyon Bridge, +/- 1,580 L.F.) - Phase 1	\$4,685,752	\$2,929,653	\$1,756,099
6	Belford Ave - Segment C.1 (Third Residential Entrance to Happy Canyon Bridge, +/- 1,580 L.F.) - Phase 2	\$893,743	\$105,873	\$787,869
7	Belford Ave - Segment C.2 (Happy Canyon Bridge to Chambers Road, +/- 1,825 L.F.)	\$1,665,870	\$932,887	\$732,983
Subtotal		\$17,663,662	\$9,633,515	\$8,030,146
STORM DRAINAGE IMPROVEMENT COSTS				
8	Green Acres Tributary	\$4,284,113	\$2,399,103	\$1,885,010
WATER MAIN IMPROVEMENT COSTS				
9	Water Improvements	\$1,137,505	\$637,003	\$500,502
SANITARY IMPROVEMENT COSTS				
10	Sanitary Improvements	\$713,770	\$399,711	\$314,059
PARK AND OPEN SPACE IMPROVEMENT COSTS				
11	Landscape Improvements	\$3,048,771	\$2,097,103	\$951,668
TOTALS		\$26,847,821	\$15,166,436	\$11,681,385

The opinion of probable construction costs for Compark Village South, Filing No. 1 was based on approximate quantity estimates for general Earthwork, utility work, concrete structural work, revegetation, and miscellaneous work based on the Final Road & Storm Drainage Construction Plans Prepared by Manhard Consulting, latest revision dated December 2016

Quantities were multiplied by current construction industry prices.

The opinion of probable costs shown, and any resulting conclusions on project financial or economic feasibility or funding requirements, have been prepared for guidance in project evaluation and implementation from the information available at the time the opinion was prepared. The final costs of the project and resulting feasibility will depend on actual labor and material costs, competitive market conditions, actual site conditions, final project scope, implementation schedule, continuity of personnel and engineering, and other variable factors. As a result, the project costs will vary from the opinion of the probable costs presented herein.

Compark Village South, Filing No. 1
Belford Ave - Segment A (Peoria Street to Town of Parker Limit) - Phase 1
Roadway and Drainage Quantity Estimates

February 26, 2018

Item Number	Item Description	Estimated Quantity	Unit	Estimated Unit Cost	Subtotal	BSMD Responsibility		BNMD Responsibility	
						%	Amount	%	Amount
I. EARTHWORK									
A. Grading, Erosion Control, Sediment Control									
1	Total Cut	26,954	CY	\$2.00	\$53,908	56%	\$30,188	44%	\$23,720
	Fill is 47,653 CY; ~11,623 CY imported fill required after shrinkage and reuse of strippings								
2	Remove Strippings (Topsoil) (6" Depth)	10,083	CY	\$1.59	\$15,994	56%	\$8,956	44%	\$7,037
3	Surface Roughening	13	AC	\$190.96	\$2,387	56%	\$1,337	44%	\$1,050
4	Vehicle Tracking Control	1	Each	\$1,274.63	\$1,275	56%	\$714	44%	\$561
5	Concrete Washout Area	1	Each	\$566.40	\$566	56%	\$317	44%	\$249
6	Stabilized Staging Area	1	Each	\$1,682.51	\$1,683	56%	\$942	44%	\$740
7	Portable Toilet Protection	1	Each	\$69.53	\$70	56%	\$39	44%	\$31
8	Debris and Trash Control	50	HR	\$30.59	\$1,530	56%	\$857	44%	\$673
9	Temporary Sediment Basin	2	Each	\$7,647.75	\$15,296	56%	\$8,565	44%	\$6,730
10	Check Dam	325	L.F.	\$3.97	\$1,289	56%	\$722	44%	\$567
11	Inlet Protection	4	Each	\$215.06	\$860	56%	\$482	44%	\$379
12	Rock Sock	2	Each	\$42.64	\$85	56%	\$48	44%	\$38
13	Sediment Control Log	3,150	L.F.	\$1.99	\$6,278	56%	\$3,516	44%	\$2,762
14	Silt Fence (4,610 L.F. for Temp Access)	10,150	L.F.	\$0.87	\$8,845	56%	\$4,953	44%	\$3,892
SUBTOTAL					\$110,064		\$61,636		\$48,428

II. STORM SEWER SYSTEM IMPROVEMENTS**A. Storm Laterals - Belford Ave**

1	Type-R Inlet - 10'	3	Each	\$4,904.76	\$14,714	56%	\$8,240	44%	\$6,474
2	Type-R Inlet - 15'	1	Each	\$5,424.80	\$5,425	56%	\$3,038	44%	\$2,387
3	36" RCP	279	L.F.	\$127.93	\$35,691	56%	\$19,987	44%	\$15,704
4	42" RCP	110	L.F.	\$152.96	\$16,825	56%	\$9,422	44%	\$7,403
5	36" FES w/ Cutoff Wall	2	Each	\$4,894.56	\$9,789	56%	\$5,482	44%	\$4,307
SUBTOTAL					\$82,445		\$46,169		\$36,276

B. East Water Quality Pond (Cordillera)

1	Type M Soil Rip Rap (at Overflow Weir)	323	C.Y.	\$71.38	\$23,055	56%	\$12,911	44%	\$10,144
2	Concrete Trickle Channel (4' Wide x 6" Deep)	80	L.F.	\$76.94	\$6,155	56%	\$3,447	44%	\$2,708
3	14' Maintenance Trail (8" Thick Crushed Granite)	85	L.F.	\$36.15	\$3,073	56%	\$1,721	44%	\$1,352
4	14' Maintenance Trail (12" Thick Crushed Granite)	23	L.F.	\$39.86	\$917	56%	\$513	44%	\$403
5	Reinforced Concrete Forebay (13' x 18')	1	Each	\$13,194.92	\$13,195	56%	\$7,389	44%	\$5,806
6	Outlet Structure (Structure, Initial Surge, Micropool, WQ Plate)	1	Each	\$15,719.14	\$15,719	56%	\$8,803	44%	\$6,916
7	18" RCP	64	L.F.	\$53.77	\$3,441	56%	\$1,927	44%	\$1,514
8	18" FES w/ Cutoff Wall	1	Each	\$2,921.90	\$2,922	56%	\$1,636	44%	\$1,286
9	Type L Rip-Rap Low Tailwater Basin	8	C.Y.	\$77.87	\$623	56%	\$349	44%	\$274
10	Concrete Emergency Overflow Weir	1	Each	\$8,122.37	\$8,122	56%	\$4,549	44%	\$3,574
11	Detailed Pond Grading	1	Each	\$13,628.75	\$13,629	56%	\$7,632	44%	\$5,997
12	Place 4-inch Thick Topsoil	245	C.Y.	\$5.56	\$1,363	56%	\$763	44%	\$600
13	Temporary Irrigation	0.5	Acres	\$1,622.25	\$811	56%	\$454	44%	\$357
SUBTOTAL					\$93,025		\$52,094		\$40,931

C. West Water Quality Pond (Cordillera)

1	Type M Soil Rip Rap (at Overflow Weir)	276	C.Y.	\$71.38	\$19,701	56%	\$11,032	44%	\$8,668
2	Concrete Trickle Channel (4' Wide x 6" Deep)	68	L.F.	\$76.94	\$5,232	56%	\$2,930	44%	\$2,302
3	14' Maintenance Trail (8" Thick Crushed Granite)	174	L.F.	\$36.15	\$6,291	56%	\$3,523	44%	\$2,768
4	14' Maintenance Trail (12" Thick Crushed Granite)	14	L.F.	\$39.86	\$558	56%	\$313	44%	\$246
5	Reinforced Concrete Forebay (13' x 16')	1	Each	\$13,194.92	\$13,195	56%	\$7,389	44%	\$5,806
6	Outlet Structure (Structure, Initial Surge, Micropool, WQ Plate)	1	Each	\$15,719.14	\$15,719	56%	\$8,803	44%	\$6,916
7	18" RCP	56	L.F.	\$53.77	\$3,011	56%	\$1,686	44%	\$1,325
8	18" FES w/ Cutoff Wall	1	Each	\$2,921.90	\$2,922	56%	\$1,636	44%	\$1,286
9	Type L Rip-Rap Low Tailwater Basin	8	C.Y.	\$77.87	\$623	56%	\$349	44%	\$274
10	Emergency Overflow Weir	1	Each	\$8,122.37	\$8,122	56%	\$4,549	44%	\$3,574
11	Detailed Pond Grading	1	Each	\$13,628.75	\$13,629	56%	\$7,632	44%	\$5,997
12	Place 4-inch Thick Topsoil	215	C.Y.	\$5.56	\$1,196	56%	\$670	44%	\$526
13	Temporary Irrigation	0.6	Acres	\$1,622.25	\$973	56%	\$545	44%	\$428
SUBTOTAL					\$91,171		\$51,056		\$40,115

III. STREET IMPROVEMENTS

A. Belford Ave (South Half from Peoria Street - Town of Parker Limit)

1	24' Temporary Construction Access Road - 8" Thickness	7,520	S.Y.	\$9.27	\$69,710	100%	\$69,710	0%	\$0
2	Cattle Guard	1	Each	\$6,315.65	\$6,316	100%	\$6,316	0%	\$0
3	Subgrade Preparation (2' Behind Back of Curb)	16,701	S.Y.	\$1.38	\$23,068	100%	\$23,068	0%	\$0
4	Asphalt Pavement (7" HMA/17" ABC)	14,440	S.Y.	\$44.50	\$642,522	100%	\$642,522	0%	\$0
5	6" Vertical Curb & Gutter	3,134	L.F.	\$13.91	\$43,578	100%	\$43,578	0%	\$0
6	4' Shoulder (8" Class 6 Road Base)	1,388	S.Y.	\$8.34	\$11,580	100%	\$11,580	0%	\$0
7	Delineator Posts @ 200' O.C.	16	Each	\$112.17	\$1,795	100%	\$1,795	0%	\$0
8	Signage	2	Each	\$258.63	\$517	100%	\$517	0%	\$0
9	Striping 8" White	2,415	L.F.	\$2.22	\$5,373	100%	\$5,373	0%	\$0
10	Skip Striping 4" White	493	L.F.	\$0.37	\$183	100%	\$183	0%	\$0
11	Striping 4" White	3,878	L.F.	\$1.11	\$4,314	100%	\$4,314	0%	\$0
12	Striping 4" Single Yellow	1,461	L.F.	\$1.11	\$1,625	100%	\$1,625	0%	\$0
13	Striping 4" Double Yellow	2,395	L.F.	\$2.22	\$5,328	100%	\$5,328	0%	\$0
14	8" Wide Yellow Cross Hatching @ 25'	1,002	S.Y.	\$1.59	\$1,588	100%	\$1,588	0%	\$0
15	8" Wide White Cross Hatching @ 25'	103	S.Y.	\$3.93	\$405	100%	\$405	0%	\$0
16	Collector Trench Drain	3,205	L.F.	\$14.65	\$46,942	100%	\$46,942	0%	\$0
17	Cleanouts	12	Each	\$250.29	\$3,003	100%	\$3,003	0%	\$0

SUBTOTAL \$867,849 \$867,849 \$0

C. Peoria Street Intersection

1	Clearing & Grubbing	1	L.S.	\$5,119.82	\$5,120	56%	\$2,867	44%	\$2,252.72
2	Removal of Barricade	1	Each	\$391.19	\$391	56%	\$219	44%	\$172.13
3	Removal of Pavement Marking	2904	S.F.	\$0.32	\$918	56%	\$514	44%	\$403.91
4	Removal of Sign Panel	3	Each	\$67.30	\$202	56%	\$113	44%	\$88.84
5	Removal of Ground Sign	3	Each	\$101.04	\$303	56%	\$170	44%	\$133.38
6	Removal of Traffic Signal Equipment	1	L.S.	\$5,799.31	\$5,799	56%	\$3,248	44%	\$2,551.70
7	Removal of Fence	710	L.F.	\$1.02	\$724	56%	\$405	44%	\$318.55
8	Removal of Curb & Gutter	1349	L.F.	\$8.44	\$11,380	56%	\$6,373	44%	\$5,007.09
9	Removal of Concrete Pavement	709	S.Y.	\$33.65	\$23,858	56%	\$13,360	44%	\$10,497.49
10	Removal of Light Standard	5	Each	\$241.02	\$1,205	56%	\$675	44%	\$530.24
11	Removal of Light Standard Foundation	5	Each	\$476.48	\$2,382	56%	\$1,334	44%	\$1,048.25
12	Removal of Pull Box	5	Each	\$190.96	\$955	56%	\$535	44%	\$420.12
13	Removal of Inlet	1	Each	\$1,539.75	\$1,540	56%	\$862	44%	\$677.49
14	Embankment Material (Complete-In-Place)	6324	C.Y.	\$23.45	\$148,317	56%	\$83,058	44%	\$65,259.66
15	Over excavation (Complete-In-Place)	5374	C.Y.	\$6.40	\$34,374	56%	\$19,249	44%	\$15,124.44
16	Potholing	24	HR	\$254.93	\$6,118	56%	\$3,426	44%	\$2,692.01
17	Stockpile Topsoil	1192	C.Y.	\$2.87	\$3,425	56%	\$1,918	44%	\$1,507.20
18	Topsoil	491	C.Y.	\$5.56	\$2,731	56%	\$1,529	44%	\$1,201.61
19	Reset Sign Panel	3	Each	\$409.73	\$1,229	56%	\$688	44%	\$540.85
20	Reset Pull Box	2	Each	\$67.30	\$135	56%	\$75	44%	\$59.22
21	Modify Manhole	4	Each	\$662.81	\$2,651	56%	\$1,485	44%	\$1,166.54
22	Adjust Valve Box	4	Each	\$254.93	\$1,020	56%	\$571	44%	\$448.67
23	Reset Traffic Signal Equipment	1	L.S.	\$1,822.48	\$1,822	56%	\$1,021	44%	\$801.89
24	Aggregate Base Course (Class 6)	1570	C.Y.	\$72.03	\$113,084	56%	\$63,327	44%	\$49,756.87
25	Hot Mix Asphalt (Grading S)(75)(PG 64-22)	460	Ton	\$69.71	\$32,067	56%	\$17,957	44%	\$14,109.38
26	Hot Mix Asphalt (Grading SX)(75)(PG 64-22)	230	Ton	\$74.72	\$17,185	56%	\$9,623	44%	\$7,561.28
27	Emulsified Asphalt (Slow-Setting)	417	Gal	\$2.87	\$1,198	56%	\$671	44%	\$527.27
28	Concrete Pavement (9 inch)	4687	S.Y.	\$75.18	\$352,367	56%	\$197,326	44%	\$155,041.59
29	Grouted Riprap (12 Inch)	50	C.Y.	\$150.92	\$7,546	56%	\$4,226	44%	\$3,320.14
30	Inlet Type R L 5 (5 Foot)	1	Each	\$4,965.94	\$4,966	56%	\$2,781	44%	\$2,185.01
31	Trench Drain (Perforated)	555	L.F.	\$15.48	\$8,592	56%	\$4,811	44%	\$3,780.44
32	Concrete Sidewalk (6 Inch)	191	S.Y.	\$39.49	\$7,543	56%	\$4,224	44%	\$3,318.76
33	Concrete Curb Ramp	40	S.Y.	\$54.04	\$2,162	56%	\$1,211	44%	\$951.18
34	High Speed Mountable Curb & Gutter	352	L.F.	\$15.76	\$5,547	56%	\$3,106	44%	\$2,440.75
35	Vertical Curb & Gutter	252	L.F.	\$13.91	\$3,504	56%	\$1,962	44%	\$1,541.79
36	Median Curb & Gutter	216	L.F.	\$13.72	\$2,963	56%	\$1,660	44%	\$1,303.91
37	Median Cover Material (4 Inch Patterned Concrete)	645	S.F.	\$9.92	\$6,398	56%	\$3,583	44%	\$2,814.98
38	Delineator (Type I)	6	Each	\$61.74	\$370	56%	\$207	44%	\$162.99
39	Common Trench	50	L.F.	\$10.10	\$505	56%	\$283	44%	\$222.29
40	Common Bore	295	L.F.	\$18.17	\$5,360	56%	\$3,002	44%	\$2,358.36
41	PVC Conduit 2" (Within Common Bore or Trench)	435	L.F.	\$3.93	\$1,708	56%	\$956	44%	\$751.41
42	PVC Conduit 3" (Within Common Bore or Trench)	785	L.F.	\$5.05	\$3,962	56%	\$2,219	44%	\$1,743.41
43	Pull Box (Type I)	1	Each	\$1,160.60	\$1,161	56%	\$650	44%	\$510.67
44	Pull Box (Type II)	4	Each	\$857.48	\$3,430	56%	\$1,921	44%	\$1,509.16
45	Sign Panel (Class I)	123	S.F.	\$72.95	\$8,973	56%	\$5,025	44%	\$3,948.32
46	Sign Panel (Class II)	58	S.F.	\$36.99	\$2,145	56%	\$1,201	44%	\$943.92
47	Steel Sign Post (2x2 Inch Tubing)	123	L.F.	\$13.44	\$1,653	56%	\$926	44%	\$727.45
48	Traffic Signal Light Pole, 50' Mast Arm	1	Each	\$30,008.84	\$30,009	56%	\$16,805	44%	\$13,203.89
49	Traffic Signal Light Pole, 60' Mast Arm	2	Each	\$31,874.90	\$63,750	56%	\$35,700	44%	\$28,049.91
50	Traffic Signal Light Pole, 65' Mast Arm	1	Each	\$32,127.97	\$32,128	56%	\$17,992	44%	\$14,136.31
51	Traffic Signal Head, 3-Section, 12" Lenses	10	Each	\$863.96	\$8,640	56%	\$4,838	44%	\$3,801.44
52	Traffic Signal Head, 3-Section, 12" Lenses "Arrow"	11	Each	\$875.09	\$9,626	56%	\$5,391	44%	\$4,235.43
53	Pedestrian Head (16-Inch/Countdown)	2	Each	\$856.32	\$1,713	56%	\$935	44%	\$727.56
54	Pedestrian Push Buttons	2	Each	\$358.93	\$718	56%	\$402	44%	\$315.86
55	Intersection Detection System (Camera)	4	Each	\$10,336.98	\$41,348	56%	\$23,155	44%	\$18,193.08
56	Opticom GTT 762 Card	2	Each	\$3,085.06	\$6,170	56%	\$3,455	44%	\$2,714.85
57	Opticom GTT 722 Head	2	Each	\$1,587.95	\$3,176	56%	\$1,779	44%	\$1,397.40
58	Traffic Signal Controller Cabinet Modifications	1	L.S.	\$7,178.69	\$7,179	56%	\$4,020	44%	\$3,158.62
59	Sanitary Facility	1	Each	\$305.91	\$306	56%	\$171	44%	\$134.60
60	Pavement Marking Paint (Waterborne)	47	Gal	\$169.64	\$7,973	56%	\$4,465	44%	\$3,508.18
61	Methyl Methacrylate Pavement Marking (Word-Symbol)	290	S.F.	\$27.81	\$8,065	56%	\$4,516	44%	\$3,548.56
62	Methyl Methacrylate Pavement Marking (Xwalk-Slope Line)	736	S.F.	\$24.10	\$17,739	56%	\$9,934	44%	\$7,805.19
63	Traffic Signal (Temporary)	1	L.S.	\$13,875.34	\$13,875	56%	\$7,770	44%	\$6,105.15
64	Construction Traffic Control	1	L.S.	\$56,083.50	\$56,084	56%	\$31,407	44%	\$24,676.74

65	Utility Relocations	1	L.S.	\$139,050.00	\$139,050	56%	\$77,868	44%	\$61,182.00
				SUBTOTAL	\$1,298,137		\$726,956		\$571,180

IV. STREETScape & IRRIGATION**A. Belford Ave (South Half from Peoria Street - Town of Parker Limit)**

1	Street Tree	100	Each	\$600.00	\$60,000	100%	\$60,000	0%	\$0.00
2	Sod	45,000	S.F.	\$0.85	\$38,250	100%	\$38,250	0%	\$0.00
3	Irrigation	45,000	S.F.	\$1.00	\$45,000	100%	\$45,000	0%	\$0.00
				SUBTOTAL	\$143,250		\$143,250		\$0
				PUBLIC IMPROVEMENTS SUBTOTAL	\$2,685,941		\$1,949,010		\$736,931

DESIGN/PLANNING:

1	Design/Planning @ 10%				\$268,594		\$194,901		\$73,693
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MOBILIZATION:

1	Mobilization @ 5%				\$134,297		\$97,451		\$36,847
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SURVEYING:

1	Surveying @ 3%				\$80,578		\$58,470		\$22,108
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CONSTRUCTION MANAGEMENT / TESTING:

1	Construction Management / Testing @ 12%				\$322,313		\$233,881		\$88,432
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CONTINGENCY:

1	Contingency @ 10%				\$268,594		\$194,901		\$73,693
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SUBTOTAL	\$1,074,376		\$779,604		\$294,772
PUBLIC IMPROVEMENTS TOTAL	\$3,760,317		\$2,728,615		\$1,031,703
LETTER OF CREDIT AT 110%	\$4,136,349		\$3,001,476		\$1,134,873

The opinion of probable construction costs for Compark Village South, Filing No. 1 was based on approximate quantity estimates for general Earthwork, utility work, concrete structural work, revegetation, and miscellaneous work based on the Final Road & Storm Drainage Construction Plans Prepared by Manhard Consulting, latest revision dated December 2016

Quantities were multiplied by current construction industry unit prices.

The opinion of probable costs shown, and any resulting conclusions on project financial or economic feasibility or funding requirements, have been prepared for guidance in project evaluation and implementation from the information available at the time the opinion was prepared. The final costs of the project and resulting feasibility will depend on actual labor and material costs, competitive market conditions, actual site conditions, final project scope, implementation schedule, continuity of personnel and engineering, and other variable factors. As a result, the project costs will vary from the opinion of the probable costs presented herein.

Compark Village South, Filing No. 1
Belford Ave - Segment A (Peoria Street to Town of Parker Limit) - Phase 2
 Roadway and Drainage Quantity Estimates

February 26, 2018

Item Number	Item Description	Estimated Quantity	Unit	Estimated Unit Cost	Subtotal	BSMD Responsibility		BNMD Responsibility	
						%	Amount	%	Amount

I. EARTHWORK**A. Grading, Erosion Control, Sediment Control**

1	Remove Strippings (Topsoil) (3" Depth)	1,030	CY	\$1.59	\$1,633	0%	\$0	100%	\$1,633
2	Vehicle Tracking Control	1	Each	\$1,274.63	\$1,275	0%	\$0	100%	\$1,275
3	Concrete Washout Area	1	Each	\$566.40	\$566	0%	\$0	100%	\$566
4	Stabilized Staging Area	1	Each	\$1,682.51	\$1,683	0%	\$0	100%	\$1,683
5	Portable Toilet Protection	1	Each	\$69.53	\$70	0%	\$0	100%	\$70
6	Debris and Trash Control	50	HR	\$30.59	\$1,530	0%	\$0	100%	\$1,530
7	Check Dam	325	L.F.	\$3.97	\$1,289	0%	\$0	100%	\$1,289
8	Inlet Protection	4	Each	\$215.08	\$860	0%	\$0	100%	\$860
9	Rock Sock	2	Each	\$42.64	\$85	0%	\$0	100%	\$85
10	Sediment Control Log	3,150	L.F.	\$1.99	\$6,278	0%	\$0	100%	\$6,278
11	Silt Fence	3,250	L.F.	\$0.87	\$2,832	0%	\$0	100%	\$2,832
SUBTOTAL					\$18,100		\$0		\$18,100

II. STORM SEWER SYSTEM IMPROVEMENTS**A. Storm Laterals - Belford Ave**

1	Type-R Inlet - 10'	1	Each	\$4,904.76	\$4,905	0%	\$0	100%	\$4,905
2	Type-R Inlet - 15'	1	Each	\$5,424.80	\$5,425	0%	\$0	100%	\$5,425
SUBTOTAL					\$10,330		\$0		\$10,330

III. STREET IMPROVEMENTS**A. Belford Ave (North Half from Peoria Street - Town of Parker Limit)**

1	Subgrade Preparation (2' Behind Back of Curb)	12,370	S.Y.	\$1.38	\$17,086	0%	\$0	100%	\$17,086
2	Asphalt Pavement (7" HMA/17" ABC)	10,940	S.Y.	\$44.50	\$486,786	0%	\$0	100%	\$486,786
3	6" Vertical Curb & Gutter	3,131	L.F.	\$13.91	\$43,537	0%	\$0	100%	\$43,537
4	Striping 8" White	6,265	L.F.	\$2.22	\$13,938	0%	\$0	100%	\$13,938
5	Skip Striping 4" White	6,150	L.F.	\$0.37	\$2,280	0%	\$0	100%	\$2,280
6	Striping 4" White	3,131	L.F.	\$1.11	\$3,483	0%	\$0	100%	\$3,483
7	Collector Trench Drain	3,195	L.F.	\$14.65	\$46,796	0%	\$0	100%	\$46,796
8	Cleanouts	11	Each	\$250.29	\$2,753	0%	\$0	100%	\$2,753
SUBTOTAL					\$616,659		\$0		\$616,659

IV. STREETScape & IRRIGATION**A. Belford Ave (North Half from Peoria Street - Town of Parker Limit)**

1	Street Tree	89	Each	\$600.00	\$53,400	0%	\$0	100%	\$53,400.00
2	Sod	40,000	S.F.	\$0.85	\$34,000	0%	\$0	100%	\$34,000.00
3	Irrigation	40,000	S.F.	\$1.00	\$40,000	0%	\$0	100%	\$40,000.00
SUBTOTAL					\$127,400		\$0		\$127,400
PUBLIC IMPROVEMENTS SUBTOTAL					\$772,489		\$0		\$772,489

DESIGN/PLANNING:

1	Design/Planning @ 10%				\$77,249		\$0		\$77,249
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MOBILIZATION:

1	Mobilization @ 5%				\$38,624		\$0		\$38,624
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SURVEYING:

1	Surveying @ 3%				\$23,175		\$0		\$23,175
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CONSTRUCTION MANAGEMENT / TESTING:

1	Construction Management / Testing @ 12%				\$92,699		\$0		\$92,699
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CONTINGENCY:

1	Contingency @ 10%				\$77,249		\$0		\$77,249
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SUBTOTAL					\$308,996		\$0		\$308,996
PUBLIC IMPROVEMENTS TOTAL					\$1,081,485		\$0		\$1,081,485
LETTER OF CREDIT AT 110%					\$1,189,634		\$0		\$1,189,634

The opinion of probable construction costs for Compark Village South, Filing No. 1 was based on approximate quantity estimates for general Earthwork, utility work, concrete structural work, revegetation, and miscellaneous work based on the Final Road & Storm Drainage Construction Plans. Prepared by Manhard Consulting, latest revision dated December 2016.

Quantities were multiplied by current construction industry unit prices.

The opinion of probable costs shown, and any resulting conclusions on project financial or economic feasibility or funding requirements, have been prepared for guidance in project evaluation and implementation from the information available at the time the opinion was prepared. The final costs of the project and resulting feasibility will depend on actual labor and material costs, competitive market conditions, actual site conditions, final project scope, implementation schedule, continuity of personnel and engineering, and other variable factors. As a result, the project costs will vary from the opinion of the probable costs presented herein.

Compark Village South, Filing No. 1
Belford Ave - Segment B (Town of Parker Limit to Third Residential Entrance) - Phase 1
Roadway and Drainage Quantity Estimates

February 26, 2018

Item Number	Item Description	Estimated Quantity	Unit	Estimated Unit Cost	Subtotal	BSMD Responsibility		BNMD Responsibility	
						%	Amount	%	Amount

I. EARTHWORK**A. Grading, Erosion Control, Sediment Control**

1	Total Cut	106,519	CY	\$2.00	\$213,038	56%	\$119,301	44%	\$93,737
Fill is 134,248 CY; ~14,153 CY excess cut after shrinkage and reuse of strippings									
2	Total Cut (South Berm)	15,576	CY	\$2.00	\$31,152	56%	\$17,445	44%	\$13,707
3	Remove Strippings (Topsoil) (6" Depth)	15,085	CY	\$1.59	\$23,928	56%	\$13,400	44%	\$10,528
4	Remove Strippings (Topsoil) (6" Depth)(South Berm)	8,309	CY	\$1.59	\$13,180	56%	\$7,381	44%	\$5,799
5	Surface Roughening	19	AC	\$190.96	\$3,571	56%	\$2,000	44%	\$1,571
6	Vehicle Tracking Control	1	Each	\$1,274.63	\$1,275	56%	\$714	44%	\$561
7	Concrete Washout Area	1	Each	\$566.40	\$566	56%	\$317	44%	\$249
8	Stabilized Staging Area	1	Each	\$1,682.51	\$1,683	56%	\$942	44%	\$740
9	Portable Toilet Protection	1	Each	\$69.53	\$70	56%	\$39	44%	\$31
10	Debris and Trash Control	50	HR	\$30.59	\$1,530	56%	\$857	44%	\$673
11	Temporary Sediment Basin	5	Each	\$7,647.75	\$38,239	56%	\$21,414	44%	\$16,825
12	Diversion Ditch	2,700	L.F.	\$0.65	\$1,752	56%	\$981	44%	\$771
13	Check Dam	350	L.F.	\$3.97	\$1,389	56%	\$778	44%	\$611
14	Inlet Protection	10	Each	\$215.06	\$2,151	56%	\$1,204	44%	\$946
15	Rock Sock	5	Each	\$42.64	\$213	56%	\$119	44%	\$94
16	Temporary OMA-1 Sign	3	Each	\$229.90	\$690	56%	\$386	44%	\$303
17	Sidewalk Transition Protection	6	Each	\$132.56	\$795	56%	\$445	44%	\$350
18	Sediment Control Log	3,400	L.F.	\$1.99	\$6,776	56%	\$3,795	44%	\$2,982
19	Silt Fence	10,430	L.F.	\$0.87	\$9,088	56%	\$5,090	44%	\$3,998

SUBTOTAL \$351,084 \$196,607 \$154,477

II. STORM SEWER SYSTEM IMPROVEMENTS**A. Storm Laterals - Belford Ave**

1	Type-R Inlet - 10'	4	Each	\$4,904.76	\$19,619	56%	\$10,987	44%	\$8,632
2	Type-R Inlet - 15'	4	Each	\$5,424.80	\$21,699	56%	\$12,152	44%	\$9,548
3	Type C Inlet	1	Each	\$3,874.86	\$3,875	56%	\$2,170	44%	\$1,705
4	Type D Inlet	1	Each	\$8,167.60	\$8,168	56%	\$4,568	44%	\$3,589
5	18" RCP	121	L.F.	\$49.13	\$5,945	56%	\$3,329	44%	\$2,616
6	24" RCP	624	L.F.	\$66.74	\$41,648	56%	\$23,323	44%	\$18,325
7	30" RCP	118	L.F.	\$91.77	\$10,829	56%	\$6,064	44%	\$4,765
8	36" RCP	798	L.F.	\$127.93	\$102,085	56%	\$57,168	44%	\$44,917
9	42" RCP	611	L.F.	\$152.96	\$93,456	56%	\$52,335	44%	\$41,120
10	6' Manhole	3	Each	\$3,568.95	\$10,707	56%	\$5,996	44%	\$4,711
11	6' CDS3035-6-C Water Quality Structure	1	Each	\$48,333.78	\$48,334	56%	\$27,067	44%	\$21,267
12	8' Diversion Bypass Manhole	1	Each	\$19,003.50	\$19,004	56%	\$10,642	44%	\$8,362
13	6' CDS4030-8-C Water Quality Structure	1	Each	\$50,220.23	\$50,220	56%	\$28,123	44%	\$22,097
14	8' CDS3030-6-C Water Quality Structure	1	Each	\$46,172.02	\$46,172	56%	\$25,856	44%	\$20,316
15	24" FES w/ Cutoff Wall	4	Each	\$3,568.95	\$14,276	56%	\$7,994	44%	\$6,281
16	30" FES w/ Cutoff Wall	3	Each	\$4,282.74	\$12,848	56%	\$7,195	44%	\$5,653
17	36" FES w/ Cutoff Wall	5	Each	\$4,894.56	\$24,473	56%	\$13,705	44%	\$10,768
18	42" FES w/ Cutoff Wall	2	Each	\$5,302.44	\$10,605	56%	\$5,939	44%	\$4,666
19	Type L Soil Rip Rap Lining for Swale	1,170	C.Y.	\$56.55	\$66,160	56%	\$37,050	44%	\$29,110
20	Type M Soil Rip Rap Lining for Swale	57	C.Y.	\$66.74	\$3,804	56%	\$2,130	44%	\$1,674
21	Type L Rip Rap at FES	441	C.Y.	\$56.55	\$24,937	56%	\$13,965	44%	\$10,972

SUBTOTAL \$638,853 \$357,758 \$281,095

III. STREET IMPROVEMENTS**A. Belford Ave (South Half from Town of Parker Limit to Third Residential Entrance)**

1	Subgrade Preparation (2' Behind Back of Curb)	14,960	S.Y.	\$1.38	\$20,663	100%	\$20,663	0%	\$0
2	Asphalt Pavement (7" HMA/17" ABC)	13,250	S.Y.	\$44.50	\$589,572	100%	\$589,572	0%	\$0
3	6" Vertical Curb & Gutter	3,405	L.F.	\$13.91	\$47,347	100%	\$47,347	0%	\$0
4	4" Shoulder (8" Class 6 Road Base)	1,780	S.Y.	\$8.34	\$14,851	100%	\$14,851	0%	\$0
5	Delineator Posts @ 200' O.C.	16	Each	\$112.17	\$1,795	100%	\$1,795	0%	\$0
6	Striping 8" White	3,400	L.F.	\$2.22	\$7,564	100%	\$7,564	0%	\$0
7	Striping 4" White	3,415	L.F.	\$1.11	\$3,799	100%	\$3,799	0%	\$0
8	Striping 4" Double Yellow	3,410	L.F.	\$2.22	\$7,587	100%	\$7,587	0%	\$0
9	Cross Pan	136	S.Y.	\$76.01	\$10,338	100%	\$10,338	0%	\$0
10	Double Corner Pedestrian Ramp Including Curb Return	6	Each	\$1,621.32	\$9,728	100%	\$9,728	0%	\$0
9	Collector Trench Drain	3,170	L.F.	\$14.65	\$46,430	100%	\$46,430	0%	\$0
10	Cleanouts	10	Each	\$250.29	\$2,503	100%	\$2,503	0%	\$0
11	5' Detached Concrete Sidewalk	16,460	S.F.	\$4.38	\$72,172	100%	\$72,172	0%	\$0
12	Subgrade Preparation for Sidewalk	2,558	S.Y.	\$1.38	\$3,533	100%	\$3,533	0%	\$0

SUBTOTAL \$837,881 \$837,881 \$0

IV. STREETScape & IRRIGATION

A. Belford Ave (South Half from Town of Parker Limit to Third Residential Entrance)

1	Street Tree	135	Each	\$600.00	\$81,000	100%	\$81,000	0%	\$0.00
2	Sod	44,000	S.F.	\$0.85	\$37,400	100%	\$37,400	0%	\$0.00
3	Shrub	625	Each	\$27.00	\$16,875	100%	\$16,875	0%	\$0.00
4	Ornamental Grass and Perennials	2,264	Each	\$17.00	\$38,488	100%	\$38,488	0%	\$0.00
5	Irrigation	46,264	S.F.	\$1.25	\$57,830	100%	\$57,830	0%	\$0.00

SUBTOTAL \$231,593 \$231,593 \$0

PUBLIC IMPROVEMENTS SUBTOTAL \$2,059,411 \$1,623,839 \$435,573

DESIGN/PLANNING:

1	Design/Planning @ 10%				\$205,941		\$162,384		\$43,557
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MOBILIZATION:

1	Mobilization @ 5%				\$102,971		\$81,192		\$21,779
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SURVEYING:

1	Surveying @ 3%				\$61,782		\$48,715		\$13,067
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CONSTRUCTION MANAGEMENT / TESTING:

1	Construction Management / Testing @ 12%				\$247,129		\$194,861		\$52,269
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CONTINGENCY:

1	Contingency @ 10%				\$205,941		\$162,384		\$43,557
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SUBTOTAL \$823,764 \$649,535 \$174,229

PUBLIC IMPROVEMENTS TOTAL \$2,883,176 \$2,273,374 \$609,802

LETTER OF CREDIT AT 110% \$3,171,493 \$2,500,712 \$670,782

The opinion of probable construction costs for Compark Village South, Filing No. 1 was based on approximate quantity estimates for general Earthwork, utility work, concrete structural work, revegetation, and miscellaneous work based on the Final Road & Storm Drainage Construction Plans Prepared by Manhard Consulting, latest revision dated December 2016

Quantities were multiplied by current construction industry unit prices.

The opinion of probable costs shown, and any resulting conclusions on project financial or economic feasibility or funding requirements, have been prepared for guidance in project evaluation and implementation from the information available at the time the opinion was prepared. The final costs of the project and resulting feasibility will depend on actual labor and material costs, competitive market conditions, actual site conditions, final project scope, implementation schedule, continuity of personnel and engineering, and other variable factors. As a result, the project costs will vary from the opinion of the probable costs presented herein.

Compark Village South, Filing No. 1
Belford Ave - Segment B (Town of Parker Limit to Third Residential Entrance) - Phase 2
 Roadway and Drainage Quantity Estimates

February 26, 2018

Item Number	Item Description	Estimated Quantity	Unit	Estimated Unit Cost	Subtotal	BSMD Responsibility		BNMD Responsibility	
						%	Amount	%	Amount

I. EARTHWORK**A. Grading, Erosion Control, Sediment Control**

1	Remove Strippings (Topsoil) (3" Depth)	1,380	CY	\$1.59	\$2,189	0%	\$0	100%	\$2,189
2	Vehicle Tracking Control	1	Each	\$1,274.63	\$1,275	0%	\$0	100%	\$1,275
3	Concrete Washout Area	1	Each	\$566.40	\$566	0%	\$0	100%	\$566
4	Stabilized Staging Area	1	Each	\$1,682.51	\$1,683	0%	\$0	100%	\$1,683
5	Portable Toilet Protection	1	Each	\$69.53	\$70	0%	\$0	100%	\$70
6	Debris and Trash Control	50	HR	\$30.59	\$1,530	0%	\$0	100%	\$1,530
7	Check Dam	350	Each	\$3.97	\$1,389	0%	\$0	100%	\$1,389
8	Inlet Protection	8	Each	\$215.06	\$1,721	0%	\$0	100%	\$1,721
9	Sediment Control Log	3,400	L.F.	\$1.99	\$6,776	0%	\$0	100%	\$6,776
10	Silt Fence	3,500	L.F.	\$0.87	\$3,050	0%	\$0	100%	\$3,050
SUBTOTAL					\$20,247		\$0		\$20,247

II. STORM SEWER SYSTEM IMPROVEMENTS**A. Storm Laterals - Belford Ave**

1	Type-R Inlet - 10'	3	Each	\$4,904.76	\$14,714	0%	\$0	100%	\$14,714
2	Type-R Inlet - 15'	1	Each	\$5,424.80	\$5,425	0%	\$0	100%	\$5,425
SUBTOTAL					\$20,139		\$0		\$20,139

III. STREET IMPROVEMENTS**A. Belford Ave (North Half from Town of Parker Limit to Third Residential Entrance)**

1	Subgrade Preparation (2' Behind Back of Curb)	16,550	S.Y.	\$1.38	\$22,859	0%	\$0	100%	\$22,859
2	Asphalt Pavement (7" HMA/17" ABC)	14,845	S.Y.	\$44.50	\$660,543	0%	\$0	100%	\$660,543
3	6" Vertical Curb & Gutter	3,430	L.F.	\$13.91	\$47,694	0%	\$0	100%	\$47,694
4	6" Median Curb & Gutter	3,255	L.F.	\$12.05	\$39,226	56%	\$21,967	44%	\$17,259
5	Splash Apron (Median)	360	S.Y.	\$83.43	\$30,035	56%	\$16,819	44%	\$13,215
6	Median Nose (Median)	4	Each	\$370.80	\$1,483	56%	\$831	44%	\$653
7	4" Perforated PVC Underdrain (Median)	2,650	L.F.	\$18.54	\$49,131	56%	\$27,513	44%	\$21,618
8	4" PVC Underdrain (Median)	220	L.F.	\$13.91	\$3,059	56%	\$1,713	44%	\$1,346
9	Underdrain Cleanout (Median)	12	Each	\$927.00	\$11,124	56%	\$6,229	44%	\$4,895
4	Striping 8" White	6,265	L.F.	\$2.22	\$13,938	0%	\$0	100%	\$13,938
5	Skip Striping 4" White	6,150	L.F.	\$0.37	\$2,280	0%	\$0	100%	\$2,280
6	Striping 4" White	3,131	L.F.	\$1.11	\$3,483	0%	\$0	100%	\$3,483
7	Collector Trench Drain	3,030	L.F.	\$14.65	\$44,379	0%	\$0	100%	\$44,379
8	Cleanouts	14	Each	\$250.29	\$3,504	0%	\$0	100%	\$3,504
9	Double Corner Pedestrian Ramp Including Curb Return	6	Each	\$1,473.93	\$8,844	0%	\$0	100%	\$8,844
10	5' Detached Concrete Sidewalk	15,940	S.F.	\$4.38	\$69,892	0%	\$0	100%	\$69,892
11	Subgrade Preparation for Sidewalk	2,480	S.Y.	\$1.38	\$3,425	0%	\$0	100%	\$3,425
SUBTOTAL					\$1,014,901		\$75,073		\$939,828

IV. STREETScape & IRRIGATION

A. Belford Ave (North Half from Town of Parker Limit to Third Residential Entrance)

1	Street Tree	96	Each	\$600.00	\$57,600	0%	\$0	100%	\$57,600.00
2	Sod	43,000	S.F.	\$0.85	\$36,550	0%	\$0	100%	\$36,550.00
3	Irrigation	43,000	S.F.	\$1.00	\$43,000	0%	\$0	100%	\$43,000.00
4	Street Tree (Median)	39	Each	\$600.00	\$23,400	56%	\$13,104	44%	\$10,296.00
5	Sod (Median)	17,000	S.F.	\$0.85	\$14,450	56%	\$8,092	44%	\$6,358.00
6	Irrigation (Median)	17,000	S.F.	\$1.00	\$17,000	56%	\$9,520	44%	\$7,480.00

SUBTOTAL \$192,000 \$30,716 \$161,284

PUBLIC IMPROVEMENTS SUBTOTAL \$1,247,287 \$105,789 \$1,141,498

DESIGN/PLANNING:

1	Design/Planning @ 10%				\$124,729		\$10,579		\$114,150
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MOBILIZATION:

1	Mobilization @ 5%				\$62,364		\$5,289		\$57,075
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SURVEYING:

1	Surveying @ 3%				\$37,419		\$3,174		\$34,245
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CONSTRUCTION MANAGEMENT / TESTING:

1	Construction Management / Testing @ 12%				\$149,674		\$12,695		\$136,980
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CONTINGENCY:

1	Contingency @ 10%				\$124,729		\$10,579		\$114,150
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SUBTOTAL \$498,915 \$42,315 \$456,599

PUBLIC IMPROVEMENTS TOTAL \$1,746,202 \$148,104 \$1,598,098

LETTER OF CREDIT AT 110% \$1,920,822 \$162,914 \$1,757,908

The opinion of probable construction costs for Compark Village South, Filing No. 1 was based on approximate quantity estimates for general Earthwork, utility work, concrete structural work, revegetation, and miscellaneous work based on the Final Road & Storm Drainage Construction Plans Prepared by Manhard Consulting, latest revision dated December 2016. Quantities were multiplied by current construction industry unit prices.

The opinion of probable costs shown, and any resulting conclusions on project financial or economic feasibility or funding requirements, have been prepared for guidance in project evaluation and material costs, and implementation from the information available at the time the opinion was prepared. The final costs of the project and resulting feasibility will depend on actual labor competitive market conditions, actual site conditions, final project scope, implementation schedule, continuity of personnel and engineering, and other variable factors. As a result, the project costs will vary from the opinion of the probable costs presented herein.

Compark Village South, Filing No. 1
Belford Ave - Segment C.1 (Third Residential Entrance to Happy Canyon Bridge) - Phase 1
Roadway and Drainage Quantity Estimates

February 26, 2018

Item Number	Item Description	Estimated Quantity	Unit	Estimated Unit Cost	Subtotal	BSMD Responsibility		BNMD Responsibility	
						%	Amount	%	Amount

I. EARTHWORK**A. Grading, Erosion Control, Sediment Control**

1	Total Cut	80,640	C.Y.	\$2.00	\$161,280	56%	\$90,317	44%	\$70,963
Fill is 11,928 CY; ~ 74,157 CY Excess Cut after shrinkage and reuse of strippings									
2	Remove Strippings (Topsoil) (6" Depth)	6,050	C.Y.	\$1.59	\$9,590	56%	\$5,371	44%	\$4,220
3	Surface Roughening	8	AC	\$190.96	\$1,432	56%	\$802	44%	\$630
4	Vehicle Tracking Control	1	Each	\$1,274.63	\$1,275	56%	\$714	44%	\$561
5	Concrete Washout Area	1	Each	\$566.40	\$566	56%	\$317	44%	\$249
6	Stabilized Staging Area	1	Each	\$1,682.51	\$1,683	56%	\$942	44%	\$740
7	Portable Toilet Protection	1	Each	\$69.53	\$70	56%	\$39	44%	\$31
8	Debris and Trash Control	50	HR	\$30.59	\$1,530	56%	\$857	44%	\$673
9	Temporary Sediment Basin	1	Each	\$7,647.75	\$7,648	56%	\$4,283	44%	\$3,365
10	Check Dam	460	L.F.	\$3.97	\$1,825	56%	\$1,022	44%	\$803
11	Inlet Protection	2	Each	\$215.06	\$430	56%	\$241	44%	\$189
12	Temporary OM4-1 Sign	1	Each	\$229.90	\$230	56%	\$129	44%	\$101
13	Sidewalk Transition Protection	2	Each	\$132.56	\$265	56%	\$148	44%	\$117
14	Sediment Control Log	1,600	L.F.	\$1.99	\$3,189	56%	\$1,786	44%	\$1,403
15	Silt Fence	3,340	L.F.	\$0.87	\$2,910	56%	\$1,630	44%	\$1,281
SUBTOTAL					\$193,922		\$108,597		\$85,326

II. STORM SEWER SYSTEM IMPROVEMENTS**A. Storm Laterals - Belford Ave**

1	Type-R Inlet - 10'	4	Each	\$4,904.76	\$19,619	56%	\$10,987	44%	\$8,632
2	Type-D Inlet - (Modified 10' Type R Inlet)	2	Each	\$4,904.76	\$9,810	56%	\$5,493	44%	\$4,316
3	Type-R Inlet - 15'	1	Each	\$5,424.80	\$5,425	56%	\$3,038	44%	\$2,387
4	18" RCP	735	L.F.	\$49.13	\$36,111	56%	\$20,222	44%	\$15,889
5	24" RCP	143	L.F.	\$66.74	\$9,544	56%	\$5,345	44%	\$4,200
6	36" RCP	83	L.F.	\$127.93	\$10,618	56%	\$5,946	44%	\$4,672
7	4' Manhole	1	Each	\$2,977.52	\$2,978	56%	\$1,667	44%	\$1,310
8	5' Manhole	1	Each	\$3,273.24	\$3,273	56%	\$1,833	44%	\$1,440
9	6' Manhole	1	Each	\$3,568.95	\$3,569	56%	\$1,999	44%	\$1,570
10	Box Base Manhole	1	Each	\$8,565.48	\$8,565	56%	\$4,797	44%	\$3,769
SUBTOTAL					\$109,512		\$61,327		\$48,185

B. Detention Pond - East Belford

1	Concrete Trickle Channel (4' Wide x 6" Deep)	131	L.F.	\$76.94	\$10,079	56%	\$5,644	44%	\$4,435
2	Reinforced Concrete Forebay	2	Each	\$13,194.92	\$26,390	56%	\$14,778	44%	\$11,612
3	10' Wide Gravel Maintenance Trail (8" Crushed Gravel)	522	L.F.	\$26.88	\$14,033	56%	\$7,858	44%	\$6,174
4	Outlet Structure	1	L.S.	\$46,350.00	\$46,350	56%	\$25,956	44%	\$20,394
5	Type M Rip Rap at Emergency Overflow	102	C.Y.	\$71.38	\$7,281	56%	\$4,077	44%	\$3,203
6	Concrete Emergency Overflow Weir	1	Each	\$8,122.37	\$8,122	56%	\$4,549	44%	\$3,574
7	Retaining Walls	1,745	V.S.F.	\$15.76	\$27,499	56%	\$15,400	44%	\$12,100
8	Place 4" Thick Topsoil Over Entire Pond Area	605	C.Y.	\$5.56	\$3,365	56%	\$1,884	44%	\$1,481
9	Temporary Irrigation	1.2	AC	\$1,622.25	\$1,947	56%	\$1,090	44%	\$857
SUBTOTAL					\$145,066		\$81,237		\$63,829

III. STREET IMPROVEMENTS**A. Belford Ave (South Half from Third Residential Entrance to Happy Canyon Bridge)**

1	Subgrade Preparation (2' Behind Back of Curb)	6,930	S.Y.	\$1.38	\$9,572	100%	\$9,572	0%	\$0
2	Asphalt Pavement (7" HMA/17" ABC)	6,040	S.Y.	\$44.50	\$268,756	100%	\$268,756	0%	\$0
3	6" Vertical Curb & Gutter	1,510	L.F.	\$13.91	\$20,997	100%	\$20,997	0%	\$0
4	4' Shoulder (8" Class 6 Road Base)	705	S.Y.	\$8.34	\$5,882	100%	\$5,882	0%	\$0
5	Delineator Posts @ 200' O.C.	8	Each	\$112.17	\$897	100%	\$897	0%	\$0
6	Striping 8" White	1,575	L.F.	\$2.22	\$3,504	100%	\$3,504	0%	\$0
7	Striping 4" White	1,530	L.F.	\$1.11	\$1,702	100%	\$1,702	0%	\$0
8	Striping 4" Double Yellow	1,555	L.F.	\$2.22	\$3,460	100%	\$3,460	0%	\$0
9	Cross Pan	136	S.Y.	\$76.01	\$10,338	100%	\$10,338	0%	\$0
10	Double Corner Pedestrian Ramp Including Curb Return	2	Each	\$1,621.32	\$3,243	100%	\$3,243	0%	\$0
9	Collector Trench Drain	1,510	L.F.	\$14.65	\$22,116	100%	\$22,116	0%	\$0
10	Cleanouts	7	Each	\$250.29	\$1,752	100%	\$1,752	0%	\$0
11	5' Detached Concrete Sidewalk	7,300	S.F.	\$4.38	\$32,008	100%	\$32,008	0%	\$0
12	Subgrade Preparation for Sidewalk	1,140	S.Y.	\$1.38	\$1,575	100%	\$1,575	0%	\$0
13	Bridge at Happy Canyon Creek (Half Width)	7,400	S.F.	\$139.05	\$1,028,970	56%	\$576,223	44%	\$452,747
SUBTOTAL					\$1,414,771		\$962,024		\$452,747

IV. HAPPY CANYON IMPROVEMENTS

A. Drop Structure #1

1	Removal of Pipe	3	Each	\$1,668.60	\$5,006	56%	\$2,803	44%	\$2,203
2	Embankment Material (Complete in Place)	34,409	C.Y.	\$2.78	\$95,691	56%	\$53,587	44%	\$42,104
3	Structure Excavation	420	C.Y.	\$9.27	\$3,893	56%	\$2,180	44%	\$1,713
4	Structure Backfill (Class 1)	217	C.Y.	\$13.91	\$3,017	56%	\$1,690	44%	\$1,328
5	Filter Material (Class A)	35	C.Y.	\$60.26	\$2,109	56%	\$1,181	44%	\$928
6	Topsoil	262	C.Y.	\$13.91	\$3,643	56%	\$2,040	44%	\$1,603
7	Temporary Stream Crossing	1	Each	\$23,175.00	\$23,175	56%	\$12,978	44%	\$10,197
8	Aggregate Base Course (Class 6)	112	C.Y.	\$37.08	\$4,153	56%	\$2,326	44%	\$1,827
9	Steel Sheet Piling (Type II)	2,510	S.F.	\$37.08	\$93,071	56%	\$52,120	44%	\$40,951
10	Grouted Riprap (24 inch)	25	C.Y.	\$185.40	\$4,635	56%	\$2,596	44%	\$2,039
11	Riprap (12 inch)	51	C.Y.	\$50.99	\$2,600	56%	\$1,456	44%	\$1,144
12	Soil Riprap (12 inch)	1,220	C.Y.	\$50.99	\$62,202	56%	\$34,833	44%	\$27,369
13	Concrete Class D (Box Culvert)	105	C.Y.	\$533.03	\$55,968	56%	\$31,342	44%	\$24,626
14	48 inch Reinforced Concrete Pipe (Complete in Place)	211	L.F.	\$158.52	\$33,447	56%	\$18,730	44%	\$14,717
15	48 inch Reinforced Concrete End Section	1	Each	\$5,608.35	\$5,608	56%	\$3,141	44%	\$2,468
16	Inlet Type D (10 ft)	1	Each	\$8,157.60	\$8,158	56%	\$4,568	44%	\$3,589
17	Concrete Sidewalk (6 in)	240	S.Y.	\$39.86	\$9,567	56%	\$5,357	44%	\$4,209

SUBTOTAL \$415,943 \$232,928 \$183,015

B. Drop Structure #2

1	Filter Material (Class A)	305	C.Y.	\$60.26	\$18,378	56%	\$10,292	44%	\$8,086
2	Topsoil	126	C.Y.	\$13.91	\$1,752	56%	\$981	44%	\$771
3	Temporary Stream Crossing	1	Each	\$23,175.00	\$23,175	56%	\$12,978	44%	\$10,197
4	Aggregate Base Course (Class 6)	129	C.Y.	\$37.08	\$4,783	56%	\$2,679	44%	\$2,105
5	Steel Sheet Piling (Type II)	1,660	S.F.	\$37.08	\$61,553	56%	\$34,470	44%	\$27,083
6	Grouted Riprap (24 inch)	144	C.Y.	\$185.40	\$26,698	56%	\$14,951	44%	\$11,747
7	Riprap (24 inch)	908	C.Y.	\$64.89	\$58,920	56%	\$32,995	44%	\$25,925
8	Soil Riprap (12 inch)	208	C.Y.	\$50.99	\$10,605	56%	\$5,939	44%	\$4,666
9	Concrete Class D (Wall)	46	C.Y.	\$1,483.20	\$68,227	56%	\$38,207	44%	\$30,020
10	Concrete Sidewalk (6 in)	487	S.Y.	\$39.86	\$19,412	56%	\$10,871	44%	\$8,541

SUBTOTAL \$293,503 \$164,362 \$129,141

C. Drop Structure #3

1	Topsoil	104	C.Y.	\$32.45	\$3,374	56%	\$1,890	44%	\$1,485
2	Temporary Stream Crossing	1	Each	\$23,175.00	\$23,175	56%	\$12,978	44%	\$10,197
3	Aggregate Base Course (Class 6)	153	C.Y.	\$41.72	\$6,382	56%	\$3,574	44%	\$2,808
4	Steel Sheet Piling (Type II)	2,050	S.F.	\$37.08	\$76,014	56%	\$42,568	44%	\$33,446
5	Grouted Riprap (24 inch)	115	C.Y.	\$324.45	\$37,312	56%	\$20,895	44%	\$16,417
6	Soil Riprap (12 inch)	199	C.Y.	\$69.53	\$13,835	56%	\$7,748	44%	\$6,088

SUBTOTAL \$160,093 \$89,652 \$70,441

D. Drop Structure #4

1	Topsoil	168	C.Y.	\$32.45	\$5,451	56%	\$3,052	44%	\$2,398
2	Temporary Stream Crossing	1	Each	\$23,175.00	\$23,175	56%	\$12,978	44%	\$10,197
3	Aggregate Base Course (Class 6)	331	C.Y.	\$41.72	\$13,808	56%	\$7,732	44%	\$6,075
4	Steel Sheet Piling (Type II)	3,000	S.F.	\$37.08	\$111,240	56%	\$62,294	44%	\$48,946
5	Grouted Riprap (24 inch)	174	C.Y.	\$324.45	\$56,454	56%	\$31,614	44%	\$24,840
6	Soil Riprap (12 inch)	163	C.Y.	\$69.53	\$11,333	56%	\$6,346	44%	\$4,986

SUBTOTAL \$221,460 \$124,018 \$97,443

E. Wetland Maintenance

1	Wetlands Maintenance	1	L.S.	\$23,175.00	\$23,175	56%	\$12,978	44%	\$10,197
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SUBTOTAL \$23,175 \$12,978 \$10,197

V. STREETScape & IRRIGATION

A. Belford Ave (South Half from Third Residential Entrance to Happy Canyon Bridge)

1	Street Tree	44	Each	\$600.00	\$26,400	100%	\$26,400	0%	\$0.00
2	Sod	21,000	S.F.	\$0.85	\$17,850	100%	\$17,850	0%	\$0.00
3	Irrigation	21,000	S.F.	\$1.00	\$21,000	100%	\$21,000	0%	\$0.00

SUBTOTAL \$65,250 \$65,250 \$0

PUBLIC IMPROVEMENTS SUBTOTAL \$3,042,696 \$1,902,372 \$1,140,324

DESIGN/PLANNING:

1	Design/Planning @ 10%				\$304,270		\$190,237		\$114,032
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MOBILIZATION:

1	Mobilization @ 5%				\$152,135		\$95,119		\$57,016
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SURVEYING:

1	Surveying @ 3%				\$91,281		\$57,071		\$34,210
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CONSTRUCTION MANAGEMENT / TESTING:

1	Construction Management / Testing @ 12%				\$365,124		\$228,285		\$136,839
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CONTINGENCY:

1	Contingency @ 10%				\$304,270		\$190,237		\$114,032
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SUBTOTAL \$1,217,078 \$760,849 \$456,130

PUBLIC IMPROVEMENTS TOTAL \$4,259,774 \$2,663,321 \$1,596,453

LETTER OF CREDIT AT 110% \$4,685,752 \$2,929,653 \$1,756,099

The opinion of probable construction costs for Compark Village South, Filing No. 1 was based on approximate quantity estimates for general Earthwork, utility work, concrete structural work, revegetation, and miscellaneous work based on the Final Road & Storm Drainage Construction Plans Prepared by Manhard Consulting, latest revision dated December 2016

Quantities were multiplied by current construction industry unit prices.
The opinion of probable costs shown, and any resulting conclusions on project financial or economic feasibility or funding requirements, have been prepared for guidance in project evaluation and implementation from the information available at the time the opinion was prepared. The final costs of the project and resulting feasibility will depend on actual labor and material costs, competitive market conditions, actual site conditions, final project scope, implementation schedule, continuity of personnel and engineering, and other variable factors. As a result, the project costs will vary from the opinion of the probable costs presented herein.

Compark Village South, Filing No. 1
Belford Ave - Segment C.1 (Third Residential Entrance to Happy Canyon Bridge) - Phase 2
Roadway and Drainage Quantity Estimates

February 26, 2018

Item Number	Item Description	Estimated Quantity	Unit	Estimated Unit Cost	Subtotal	BSMD Responsibility		BNMD Responsibility	
						%	Amount	%	Amount

I. EARTHWORK**A. Grading, Erosion Control, Sediment Control**

1	Remove Strippings (Topsoil) (3" Depth)	630	CY	\$1.59	\$999	0%	\$0	100%	\$999
2	Vehicle Tracking Control	1	Each	\$1,274.63	\$1,275	0%	\$0	100%	\$1,275
3	Concrete Washout Area	1	Each	\$566.40	\$566	0%	\$0	100%	\$566
4	Stabilized Staging Area	1	Each	\$1,682.51	\$1,683	0%	\$0	100%	\$1,683
5	Portable Toilet Protection	1	Each	\$69.53	\$70	0%	\$0	100%	\$70
6	Debris and Trash Control	50	HR	\$30.59	\$1,530	0%	\$0	100%	\$1,530
7	Check Dam	125	Each	\$3.97	\$496	0%	\$0	100%	\$496
8	Inlet Protection	2	Each	\$215.06	\$430	0%	\$0	100%	\$430
9	Sediment Control Log	1,550	L.F.	\$1.99	\$3,089	0%	\$0	100%	\$3,089
10	Silt Fence	1,700	L.F.	\$0.87	\$1,481	0%	\$0	100%	\$1,481
SUBTOTAL					\$11,618		\$0		\$11,618

II. STORM SEWER SYSTEM IMPROVEMENTS**A. Storm Laterals - Belford Ave**

1	Type-R Inlet - 10'	2	Each	\$4,904.76	\$9,810	0%	\$0	100%	\$9,810
SUBTOTAL					\$9,810		\$0		\$9,810

III. STREET IMPROVEMENTS**A. Belford Ave (North Half from Peoria Street - Town of Parker Limit)**

1	Subgrade Preparation (2' Behind Back of Curb)	7,520	S.Y.	\$1.38	\$10,387	0%	\$0	100%	\$10,387
2	Asphalt Pavement (7" HMA/17" ABC)	6,690	S.Y.	\$44.50	\$297,678	0%	\$0	100%	\$297,678
3	6" Vertical Curb & Gutter	1,650	L.F.	\$13.91	\$22,943	0%	\$0	100%	\$22,943
4	6" Median Curb & Gutter	2,005	L.F.	\$12.05	\$24,162	56%	\$13,531	44%	\$10,631
5	Splash Apron (Median)	222	S.Y.	\$83.43	\$18,521	56%	\$10,372	44%	\$8,149
6	Median Nose (Median)	2	Each	\$370.80	\$742	56%	\$415	44%	\$326
7	4" Perforated PVC Underdrain (Median)	1,830	L.F.	\$18.54	\$33,928	56%	\$19,000	44%	\$14,928
8	4" PVC Underdrain (Median)	300	L.F.	\$13.91	\$4,172	56%	\$2,336	44%	\$1,835
9	Underdrain Cleanout (Median)	8	Each	\$927.00	\$7,416	56%	\$4,153	44%	\$3,263
4	Striping 8" White	3,170	L.F.	\$2.22	\$7,053	0%	\$0	100%	\$7,053
5	Skip Striping 4" White	3,170	L.F.	\$0.37	\$1,175	0%	\$0	100%	\$1,175
6	Striping 4" White	1,520	L.F.	\$1.11	\$1,691	0%	\$0	100%	\$1,691
7	Collector Trench Drain	1,644	L.F.	\$14.65	\$24,079	0%	\$0	100%	\$24,079
8	Cleanouts	9	Each	\$250.29	\$2,253	0%	\$0	100%	\$2,253
9	5' Detached Concrete Sidewalk	8,450	S.F.	\$4.38	\$37,051	0%	\$0	100%	\$37,051
10	Subgrade Preparation for Sidewalk	1,314	S.Y.	\$1.38	\$1,815	0%	\$0	100%	\$1,815
SUBTOTAL					\$456,200		\$49,807		\$406,393

IV. STREETScape & IRRIGATION

A. Belford Ave (North Half from Third Residential Entrance to Happy Canyon Bridge)

1	Street Tree	47	Each	\$600.00	\$28,200	0%	\$0	100%	\$28,200.00
2	Sod	22,000	S.F.	\$0.85	\$18,700	0%	\$0	100%	\$18,700.00
3	Irrigation	22,000	S.F.	\$1.00	\$22,000	0%	\$0	100%	\$22,000.00
4	Street Tree (Median)	24	Each	\$600.00	\$14,400	56%	\$8,064	44%	\$6,336.00
5	Sod (Median)	10,500	S.F.	\$0.85	\$8,925	56%	\$4,998	44%	\$3,927.00
6	Irrigation (Median)	10,500	S.F.	\$1.00	\$10,500	56%	\$5,880	44%	\$4,620.00

SUBTOTAL \$102,725 \$18,942 \$83,783

PUBLIC IMPROVEMENTS SUBTOTAL \$580,352 \$68,749 \$511,603

DESIGN/PLANNING:

1	Design/Planning @ 10%				\$58,035		\$6,875		\$51,160
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MOBILIZATION:

1	Mobilization @ 5%				\$29,018		\$3,437		\$25,580
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SURVEYING:

1	Surveying @ 3%				\$17,411		\$2,062		\$15,348
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CONSTRUCTION MANAGEMENT / TESTING:

1	Construction Management / Testing @ 12%				\$69,642		\$8,250		\$61,392
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CONTINGENCY:

1	Contingency @ 10%				\$58,035		\$6,875		\$51,160
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SUBTOTAL \$232,141 \$27,500 \$204,641

PUBLIC IMPROVEMENTS TOTAL \$812,493 \$96,249 \$716,245

LETTER OF CREDIT AT 110% \$893,743 \$105,873 \$787,869

The opinion of probable construction costs for Compark Village South, Filing No. 1 was based on approximate quantity estimates for general Earthwork, utility work, concrete structural work, revegetation, and miscellaneous work based on the Final Road & Storm Drainage Construction Plans Prepared by Manhard Consulting, latest revision dated December 2016.

Quantities were multiplied by current construction industry unit prices.

The opinion of probable costs shown, and any resulting conclusions on project financial or economic feasibility or funding requirements, have been prepared for guidance in project evaluation and implementation from the information available at the time the opinion was prepared. The final costs of the project and resulting feasibility will depend on actual labor and material costs, competitive market conditions, actual site conditions, final project scope, implementation schedule, continuity of personnel and engineering, and other variable factors. As a result, the project costs will vary from the opinion of the probable costs presented herein.

Compark Village South, Filing No. 1
Belford Ave - Segment C.2 Half Section (Happy Canyon Bridge to Chambers Road)
 Roadway and Drainage Quantity Estimates

February 26, 2018

Item Number	Item Description	Estimated Quantity	Unit	Estimated Unit Cost	Subtotal	BSMD Responsibility		BNMD Responsibility	
						%	Amount	%	Amount

I. EARTHWORK**A. Grading, Erosion Control, Sediment Control**

1	Total Cut	11,634	CY	\$2.00	\$23,268	56%	\$13,030	44%	\$10,238
Fill is 14,466 CY; ~ 1,452 CY Excess Cut after shrinkage and reuse of strippings									
2	Remove Strippings (Topsoil) (6" Depth)	4,759	CY	\$1.59	\$7,544	56%	\$4,225	44%	\$3,319
3	Surface Roughening	6	AC	\$190.96	\$1,127	56%	\$631	44%	\$496
4	Vehicle Tracking Control	1	Each	\$1,274.63	\$1,275	56%	\$714	44%	\$561
5	Concrete Washout Area	1	Each	\$566.40	\$566	56%	\$317	44%	\$249
6	Stabilized Staging Area	1	Each	\$1,682.51	\$1,683	56%	\$942	44%	\$740
7	Portable Toilet Protection	1	Each	\$69.53	\$70	56%	\$39	44%	\$31
8	Debris and Trash Control	50	HR	\$30.59	\$1,530	56%	\$857	44%	\$673
9	Temporary Sediment Basin	2	Each	\$7,647.75	\$15,296	56%	\$8,565	44%	\$6,730
10	Inlet Protection	2	Each	\$215.06	\$430	56%	\$241	44%	\$189
11	Sediment Control Log	3,650	L.F.	\$1.99	\$7,275	56%	\$4,074	44%	\$3,201
12	Silt Fence	3,650	L.F.	\$0.87	\$3,181	56%	\$1,781	44%	\$1,399
SUBTOTAL					\$63,242		\$35,415		\$27,826

II. STORM SEWER SYSTEM IMPROVEMENTS**A. Storm Laterals - Belford Ave**

1	Type-R Inlet - 15'	2	Each	\$5,424.80	\$10,850	56%	\$6,076	44%	\$4,774
2	18" RCP	80	L.F.	\$49.13	\$3,930	56%	\$2,201	44%	\$1,729
3	24" RCP	250	L.F.	\$66.74	\$16,686	56%	\$9,344	44%	\$7,342
4	7' Manhole	1	Each	\$3,864.66	\$3,865	56%	\$2,164	44%	\$1,700
SUBTOTAL					\$35,331		\$19,785		\$15,546

III. STREET IMPROVEMENTS**A. Belford Ave (Happy Canyon Bridge to S. Chambers Rd.)**

1	Subgrade Preparation (2' Behind Back of Curb)	6,850	S.Y.	\$1.38	\$9,461	56%	\$5,298	44%	\$4,163
2	Asphalt Pavement (7" HMA/17" ABC)	7,045	S.Y.	\$44.50	\$313,474	56%	\$175,546	44%	\$137,929
3	6" Vertical Curb & Gutter	1,825	L.F.	\$13.91	\$25,377	56%	\$14,211	44%	\$11,166
4	Striping 8" White	1,815	L.F.	\$2.22	\$4,038	56%	\$2,261	44%	\$1,777
5	Striping 4" White	1,815	L.F.	\$1.11	\$2,019	56%	\$1,131	44%	\$888
6	Skip Striping 4" White	1,815	L.F.	\$0.37	\$673	56%	\$377	44%	\$296
7	Collector Trench Drain	1,810	L.F.	\$14.65	\$26,510	56%	\$14,846	44%	\$11,665
8	Cleanouts	8	Each	\$250.29	\$2,002	56%	\$1,121	44%	\$881
9	5' Detached Concrete Sidewalk	9,075	S.F.	\$4.38	\$39,791	56%	\$22,283	44%	\$17,508
10	Subgrade Preparation for Sidewalk	12,705	S.Y.	\$1.38	\$17,549	56%	\$9,827	44%	\$7,721
SUBTOTAL					\$440,895		\$246,901		\$193,994

B. Intersection at Chambers Rd.

1	Subgrade Preparation (2' Behind Back of Curb)	360	S.Y.	\$1.38	\$497	56%	\$278	44%	\$219
2	Asphalt Pavement (7" HMA/17" ABC)	3,050	S.Y.	\$44.50	\$135,713	56%	\$75,999	44%	\$59,714
3	6" Median Curb & Gutter	2,400	L.F.	\$12.05	\$28,922	56%	\$16,197	44%	\$12,726
4	Turn Lane Arrows	3	Each	\$463.50	\$1,391	56%	\$779	44%	\$612
5	Striping 4" White	450	L.F.	\$1.11	\$501	56%	\$280	44%	\$220
6	Crosswalk Bars	750	S.F.	\$0.56	\$417	56%	\$234	44%	\$184
7	5' Detached Concrete Sidewalk	1,800	S.F.	\$4.38	\$7,892	56%	\$4,420	44%	\$3,473
8	Subgrade Preparation for Sidewalk	2,520	S.Y.	\$1.38	\$3,481	56%	\$1,949	44%	\$1,532
9	Handicap Ramp	2	Each	\$1,621.32	\$3,243	56%	\$1,816	44%	\$1,427
10	Signage	4	Each	\$258.63	\$1,035	56%	\$579	44%	\$455
11	Traffic Signal	1	Each	\$278,100.00	\$278,100	56%	\$155,736	44%	\$122,364
SUBTOTAL					\$461,191		\$258,267		\$202,924

IV. STREETScape & IRRIGATION

A. Belford Ave (Happy Canyon Bridge to Chambers Road)

1	Street Tree	57	Each	\$600.00	\$33,900	56%	\$18,984	44%	\$14,916.00
2	Sod	25,500	S.F.	\$0.85	\$21,675	56%	\$12,138	44%	\$9,537.00
3	Irrigation	25,500	S.F.	\$1.00	\$25,500	56%	\$14,280	44%	\$11,220.00

SUBTOTAL \$81,075 \$45,402 \$35,673

PUBLIC IMPROVEMENTS SUBTOTAL \$1,081,734 \$605,771 \$475,963

DESIGN/PLANNING:

1	Design/Planning @ 10%				\$108,173		\$60,577		\$47,596
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MOBILIZATION:

1	Mobilization @ 5%				\$54,087		\$30,289		\$23,798
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SURVEYING:

1	Surveying @ 3%				\$32,452		\$18,173		\$14,279
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CONSTRUCTION MANAGEMENT / TESTING:

1	Construction Management / Testing @ 12%				\$129,808		\$72,692		\$57,116
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CONTINGENCY:

1	Contingency @ 10%				\$108,173		\$60,577		\$47,596
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SUBTOTAL \$432,693 \$242,308 \$190,385

PUBLIC IMPROVEMENTS TOTAL \$1,514,427 \$848,079 \$666,348

LETTER OF CREDIT AT 110% \$1,665,870 \$932,887 \$732,983

The opinion of probable construction costs for Compark Village South, Filing No. 1 was based on approximate quantity estimates for general Earthwork, utility work, concrete structural work, revegetation, and miscellaneous work based on the Final Road & Storm Drainage Construction Plans Prepared by Manhard Consulting, latest revision dated December 2016

Quantities were multiplied by current construction industry unit prices.

The opinion of probable costs shown, and any resulting conclusions on project financial or economic feasibility or funding requirements, have been prepared for guidance in project evaluation and implementation from the information available at the time the opinion was prepared. The final costs of the project and resulting feasibility will depend on actual labor and material costs, competitive market conditions, actual site conditions, final project scope, implementation schedule, continuity of personnel and engineering, and other variable factors. As a result, the project costs will vary from the opinion of the probable costs presented herein.

Compark Village South, Filing No. 1
Green Acres Tributary
 Drainage Quantity Estimates

February 26, 2018

Item Number	Item Description	Estimated Quantity	Unit	Estimated Unit Cost	Subtotal	BSMD Responsibility		BNMD Responsibility	
						%	Amount	%	Amount

I. GREEN ACRES TRIBUTARY IMPROVEMENTS

1	Construct Micro Pool/EURV Outlet Structure	1	Each	\$39,860.07	\$39,860	56%	\$22,322	44%	\$17,538
2	Total Cut	230,935	C.Y.	\$2.00	\$461,870	56%	\$258,647	44%	\$203,223
3	18" RCP	11	L.F.	\$72.31	\$795	56%	\$445	44%	\$350
4	56" x 22' 100 Year Outlet Structure with Concrete Apron	1	Each	\$77,905.08	\$77,905	56%	\$43,627	44%	\$34,278
5	4' x 22.5' RCBC Outlet	8	L.F.	\$4,772.20	\$38,178	56%	\$21,379	44%	\$16,798
6	42" x 6" Trickle Channel	15	L.F.	\$148.32	\$2,225	56%	\$1,246	44%	\$979
7	Type M Buried Soil Rip Rap at Pond Outflow	200	C.Y.	\$94.55	\$18,911	56%	\$10,590	44%	\$8,321
8	18" RCP w/ FES	11	L.F.	\$275.32	\$3,029	56%	\$1,696	44%	\$1,333
9	Grouted Boulder Outfall (2)	1	L.S.	\$166,736.71	\$166,737	56%	\$93,373	44%	\$73,364
10	Outlet Headwall, Emergency Overflow Weir, Wingwalls	1	Each	\$86,470.56	\$86,471	56%	\$48,424	44%	\$38,047
11	12' Maintenance Trail (8" Thick Crushed Granite)	6,215	S.F.	\$2.27	\$14,115	56%	\$7,905	44%	\$6,211
12	12' Maintenance Trail (12" Thick Crushed Granite)	3,121	S.F.	\$2.77	\$8,651	56%	\$4,844	44%	\$3,806
13	Guard Rail	56	L.F.	\$236.39	\$13,238	56%	\$7,413	44%	\$5,825
14	11' x 28' Arch Culvert with Headwalls, Wingwalls	1	Each	\$617,706.45	\$617,706	56%	\$345,916	44%	\$271,791
15	Retaining Wall at Belford Ave Culvert (NE)	622	V.S.F.	\$15.30	\$9,514	56%	\$5,328	44%	\$4,186
16	Retaining Wall at Belford Ave Culvert (NW)	421	V.S.F.	\$15.30	\$6,439	56%	\$3,606	44%	\$2,833
17	Retaining Wall at Belford Ave Culvert (SE)	276	V.S.F.	\$15.30	\$4,222	56%	\$2,364	44%	\$1,857
18	Retaining Wall at Belford Ave Culvert (SW)	2,172	V.S.F.	\$15.30	\$33,222	56%	\$18,604	44%	\$14,618
19	Retaining Wall at Green Acres Tributary Sta. 98+60 - 100+44	240	V.S.F.	\$15.30	\$3,671	56%	\$2,056	44%	\$1,615
20	Grouted Boulder/Rip Rap at Arch Outflow (1)	1	L.S.	\$65,265.44	\$65,265	56%	\$36,549	44%	\$28,717
21	Construct Grouted Boulder Drop Structures	6	Each	\$184,978.22	\$1,109,869	56%	\$621,527	44%	\$488,342

SUBTOTAL \$2,781,891 \$1,557,859 \$1,224,032

PUBLIC IMPROVEMENTS SUBTOTAL \$2,781,891 \$1,557,859 \$1,224,032

DESIGN/PLANNING:

1	Design/Planning @ 10%				\$278,189		\$155,786		\$122,403
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MOBILIZATION:

1	Mobilization @ 5%				\$139,095		\$77,893		\$61,202
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SURVEYING:

1	Surveying @ 3%				\$83,457		\$46,736		\$36,721
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CONSTRUCTION MANAGEMENT / TESTING:

1	Construction Management / Testing @ 12%				\$333,827		\$186,943		\$146,884
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CONTINGENCY:

1	Contingency @ 10%				\$278,189		\$155,786		\$122,403
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SUBTOTAL \$1,112,757 \$623,144 \$489,613

PUBLIC IMPROVEMENTS TOTAL \$3,894,648 \$2,181,003 \$1,713,645

LETTER OF CREDIT AT 110% \$4,284,113 \$2,399,103 \$1,885,010

The opinion of probable construction costs for Compark Village South, Filing No. 1 was based on approximate quantity estimates for general Earthwork, utility work, concrete structural work, revegetation, and miscellaneous work based on the Final Road & Storm Drainage Construction Plans Prepared by Manhard Consulting, latest revision dated December 2018

Quantities were multiplied by current construction industry unit prices:

The opinion of probable costs shown, and any resulting conclusions on project financial or economic feasibility or funding requirements, have been prepared for guidance in project evaluation and implementation from the information available at the time the opinion was prepared. The final costs of the project and resulting feasibility will depend on actual labor and material costs, competitive market conditions, actual site conditions, final project scope, implementation schedule, continuity of personnel and engineering, and other variable factors. As a result, the project costs will vary from the opinion of the probable costs presented herein.

Compark Village South, Filing No. 1
Water Main Estimate

February 26, 2018

Item Number	Item Description	Estimated Quantity	Unit	Estimated Unit Cost	Subtotal	BSMD Responsibility		BNMD Responsibility	
						%	Amount	%	Amount

WATER IMPROVEMENTS

I. Compark Village South, Filing No. 1

1	8" PVC Water Main	665	L.F.	\$29.66	\$19,727	56%	\$11,047	44%	\$8,680
2	8" Gate Valve and Box	9	Each	\$1,922.80	\$17,303	56%	\$9,690	44%	\$7,613
3	8" Plug w/ KB and 2" BO	9	Each	\$2,957.13	\$26,614	56%	\$14,904	44%	\$11,710
4	8" x 6" Tee w/ Kick Block	3	Each	\$749.94	\$2,250	56%	\$1,260	44%	\$990
5	12" PVC Water Main	6,494	L.F.	\$40.79	\$264,877	56%	\$148,331	44%	\$116,546
6	12" DIP Water Main	20	L.F.	\$82.50	\$1,650	56%	\$924	44%	\$726
7	12" Gate Valve and Box	12	Each	\$3,375.21	\$40,502	56%	\$22,681	44%	\$17,821
8	12" Plug w/ BO	1	Each	\$3,227.81	\$3,228	56%	\$1,808	44%	\$1,420
9	12" x 12" Tee w/ KB and Plug	2	Each	\$1,529.55	\$3,059	56%	\$1,713	44%	\$1,346
10	12" x 12" Tee w/ Kick Block	8	Each	\$1,172.66	\$7,036	56%	\$3,940	44%	\$3,096
11	12" x 12" Cross	5	Each	\$1,269.99	\$6,350	56%	\$3,556	44%	\$2,794
12	12" x 8" Reducer	12	Each	\$530.24	\$6,363	56%	\$3,563	44%	\$2,800
13	12" x 6" Reducer	3	Each	\$560.84	\$1,683	56%	\$942	44%	\$740
14	12" 45 Degree Bend	2	Each	\$836.15	\$1,672	56%	\$936	44%	\$736
15	12" 11.25 Degree Bend	1	Each	\$948.32	\$948	56%	\$531	44%	\$417
16	12" 90 Degree Bend	1	Each	\$1,035.46	\$1,035	56%	\$580	44%	\$456
17	12" Water Main Lowering	5	Each	\$4,711.01	\$23,555	56%	\$13,191	44%	\$10,364
18	High Deflection Coupling	2	Each	\$729.55	\$1,459	56%	\$817	44%	\$642
19	Fire Hydrant Assembly	6	Each	\$8,045.43	\$48,273	56%	\$27,033	44%	\$21,240
20	Steel Casing for Channel Crossing	200	L.F.	\$199.31	\$39,861	56%	\$22,322	44%	\$17,539
21	24" Bore/Steel Casing - E-470 Crossing	386	L.F.	\$446.81	\$172,470	56%	\$96,583	44%	\$75,887
22	Connection to Existing Water Line	2	Each	\$2,569.64	\$5,139	56%	\$2,878	44%	\$2,261
23	2" Irrigation Tap (tap fee not included)	1	Each	\$8,412.53	\$8,413	56%	\$4,711	44%	\$3,702
24	2.5" Irrigation Tap (tap fee not included)	1	Each	\$24,768.51	\$24,769	56%	\$13,870	44%	\$10,898
SUBTOTAL					\$728,236		\$407,812		\$320,424

WATER IMPROVEMENTS SUBTOTAL **\$728,236** **\$407,812** **\$320,424**

DESIGN/PLANNING:

1	Design/Planning @ 10%				\$72,624		\$40,781		\$32,042
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MOBILIZATION:

1	Mobilization @ 5%				\$36,412		\$20,391		\$16,021
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SURVEYING:

1	Surveying @ 3%				\$21,847		\$12,234		\$9,613
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CONSTRUCTION MANAGEMENT / TESTING:

1	Construction Management / Testing @ 12%				\$87,388		\$48,937		\$38,451
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SVMD CONTINGENCY

1	SVMD Contingency @ 12%				\$87,388		\$48,937		\$38,451
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SUBTOTAL **\$305,859** **\$171,281** **\$134,578**

WATER IMPROVEMENTS TOTAL **\$1,034,096** **\$579,094** **\$455,002**

LETTER OF CREDIT AT 110% **\$1,137,505** **\$637,003** **\$500,502**

The opinion of probable construction costs for was based on approximate quantity estimates for general earthwork, and utility work based on the SVMD Sanitary Sewer and Water Construction Plans prepared by Manhard Consulting.

Quantities were multiplied by current construction industry unit prices.

The opinion of probable costs shown, and any resulting conclusions on project financial or economic feasibility or funding requirements, have been prepared for guidance in project evaluation and implementation from the information available at the time the opinion was prepared. The final costs of the project and resulting feasibility will depend on actual labor and material costs, competitive market conditions, actual site conditions, final project scope, implementation schedule, continuity of personnel and engineering, and other variable factors. As a result, the project costs will vary from the opinion of the probable costs presented herein.

Compark Village South, Filing No. 1
Sanitary Sewer Estimates

February 26, 2018

Item Number	Item Description	Estimated Quantity	Unit	Estimated Unit Cost	Subtotal	BSMD Responsibility		BNMD Responsibility	
						%	Amount	%	Amount

SANITARY SEWER IMPROVEMENTS

I. Compark Village South, Filing No. 1

1	8" Sanitary Sewer Main (0-16' Depth)	2,185	L.F.	\$40.79	\$89,122	56%	\$49,908	44%	\$39,214
2	8" Sanitary Sewer Main (>16' Depth)	377	L.F.	\$49.13	\$18,522	56%	\$10,373	44%	\$8,150
3	8" Plug	3	Each	\$71.38	\$214	56%	\$120	44%	\$94
4	12" Sanitary Sewer Main (0-16' Depth) - PVC	1,200	L.F.	\$47.28	\$56,732	56%	\$31,770	44%	\$24,962
5	12" Sanitary Sewer Main (>16' Depth) - PVC	216	L.F.	\$54.69	\$11,814	56%	\$6,616	44%	\$5,198
6	12" Sanitary Sewer Main - C900	1,138	L.F.	\$81.58	\$92,833	56%	\$51,987	44%	\$40,847
7	4' Diameter Manholes (0-20' Depth)	17	Each	\$2,977.52	\$50,618	56%	\$28,346	44%	\$22,272
8	4' Diameter Drop Manhole	1	Each	\$4,023.18	\$4,023	56%	\$2,253	44%	\$1,770
9	20" Dia. Concrete Encasement	235	L.F.	\$67.67	\$15,903	56%	\$8,906	44%	\$6,997
10	Connection to Existing Sanitary Sewer	1	Each	\$1,172.66	\$1,173	56%	\$657	44%	\$516
11	10' Maintenance Trail (Crusher Fines)	8,500	S.F.	\$2.41	\$20,487	56%	\$11,473	44%	\$9,014
12	Compark Village Filing No. 8 Sanitary Improvements (20%)	1	L.S.	\$95,518.08	\$95,518	56%	\$53,490	44%	\$42,028
SUBTOTAL					\$456,959		\$255,897		\$201,062

SANITARY IMPROVEMENTS SUBTOTAL **\$456,959** **\$255,897** **\$201,062**

DESIGN/PLANNING:

1	Design/Planning @ 10%				\$45,696		\$25,590		\$20,106
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MOBILIZATION:

1	Mobilization @ 5%				\$22,848		\$12,795		\$10,053
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SURVEYING:

1	Surveying @ 3%				\$13,709		\$7,677		\$6,032
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CONSTRUCTION MANAGEMENT / TESTING:

1	Construction Management / Testing @ 12%				\$54,835		\$30,708		\$24,127
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SVMD CONTINGENCY

1	SVMD Contingency @ 12%				\$54,835		\$30,708		\$24,127
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SUBTOTAL **\$191,923** **\$107,477** **\$84,446**

SANITARY IMPROVEMENTS TOTAL **\$648,882** **\$363,374** **\$285,508**

LETTER OF CREDIT AT 110% **\$713,770** **\$399,711** **\$314,059**

The opinion of probable construction costs for was based on approximate quantity estimates for general earthwork, and utility work based on the SVMD Sanitary Sewer and Water Construction Plans prepared by Manhard Consulting.

Quantities were multiplied by current construction industry unit prices.

The opinion of probable costs shown, and any resulting conclusions on project financial or economic feasibility or funding requirements, have been prepared for guidance in project evaluation and implementation from the information available at the time the opinion was prepared. The final costs of the project and resulting feasibility will depend on actual labor and material costs, competitive market conditions, actual site conditions, final project scope, implementation schedule, continuity of personnel and engineering, and other variable factors. As a result, the project costs will vary from the opinion of the probable costs presented herein.

COMPARK VILLAGE SOUTH LANDSCAPE IMPROVEMENTS

August 31, 2016

Item Number	Item Description	Estimated Quantity	Unit	Estimated Unit Cost	Subtotal	BSMD Responsibility		BNMD Responsibility	
						%	Amount	%	Amount
I	Green Acres Tributary								
A	Site Improvements								
1	Stone Veneer on Wing Walls and Columns	1,524	FF	\$25.00	\$38,100.00	56%	\$21,336.00	44%	\$16,764.00
2	Concrete Caps on Culverts and Wings Walls	367	LF	\$65.00	\$23,855.00	56%	\$13,358.80	44%	\$10,496.20
3	Concrete Columns	7	CY	\$700.00	\$4,900.00	56%	\$2,744.00	44%	\$2,156.00
4	Concrete Caps on Columns	8	EA	\$250.00	\$2,000.00	56%	\$1,120.00	44%	\$880.00
5	Sign Face/Sand Blast Finish for Sign Face (By Supplier)	3,000	FF	\$5.00	\$15,000.00	56%	\$8,400.00	44%	\$6,600.00
6	Logo and Sign Face Lettering	1	LS	\$3,000.00	\$3,000.00	56%	\$1,680.00	44%	\$1,320.00
7	Concrete Trail at Culvert	6,335	SF	\$4.50	\$28,507.50	56%	\$15,964.20	44%	\$12,543.30
8	Concrete Rumble Strip (Colored Concrete)	750	SF	\$15.00	\$11,250.00	56%	\$6,300.00	44%	\$4,950.00
9	Concrete Curb at Culvert	250	LF	\$10.00	\$2,500.00	56%	\$1,400.00	44%	\$1,100.00
10	Boulders (2-3') along channel edges	200	EA	\$300.00	\$60,000.00	56%	\$33,600.00	44%	\$26,400.00
11	Lights/Light pole on Columns	8	EA	\$0.00	\$0.00	56%	\$0.00	44%	\$0.00
12	Recessed Lights on Columns	8	EA	\$500.00	\$4,000.00	56%	\$2,240.00	44%	\$1,760.00
13	Decorative Railing at Culvert	148	LF	\$125.00	\$18,500.00	56%	\$10,360.00	44%	\$8,140.00
14	Decorative Railing at Retaining Wall	204	LF	\$125.00	\$25,500.00	56%	\$14,280.00	44%	\$11,220.00
15	Concrete Retaining Wall (in Engineers Estimate)	0	LF	\$0.00	\$0.00	56%	\$0.00	44%	\$0.00
16	Logo and Sign Face Lettering	1	LS	\$3,000.00	\$3,000.00	56%	\$1,680.00	44%	\$1,320.00
17	Crusher Fines Trail	40,329	SF	\$1.00	\$40,329.00	56%	\$22,584.24	44%	\$17,744.76
				Subtotal	\$280,441.50		\$157,047.24		\$123,394.26
B	Revegetation Improvements								
1	Deciduous Trees	6	EA	\$500.00	\$3,000.00	56%	\$1,680.00	44%	\$1,320.00
2	Submerged Aquatic Seed	55,652	SF	\$0.65	\$36,173.80	56%	\$20,257.33	44%	\$15,916.47
3	Riparian Seed	55,652	SF	\$0.35	\$19,478.20	56%	\$10,907.79	44%	\$8,570.41
4	Native Turf	638,908	SF	\$0.10	\$63,890.80	56%	\$35,778.85	44%	\$28,111.95
5	Wetland Plugs at Pipe Outfall	1,111	EA	\$3.00	\$3,333.00	56%	\$1,866.48	44%	\$1,466.52
6	Wetland Plugs in Ponds (3' O.C)	3,386	EA	\$3.00	\$10,158.32	56%	\$5,688.66	44%	\$4,469.66
				Subtotal	\$136,034.12		\$76,179.11		\$59,855.01
C	Irrigation								
1	Riparian/Submerged Aquatic Irrigation	111,304	SF	\$1.00	\$111,304.00	56%	\$62,330.24	44%	\$48,973.76
2	Irrigated Native Turf	638,908	SF	\$1.00	\$638,908.00	56%	\$357,788.48	44%	\$281,119.52
3	Irrigation Tap	1	EA	\$218,000.00	\$218,000.00	56%	\$122,080.00	44%	\$95,920.00
				Subtotal	\$968,212.00		\$542,198.72		\$426,013.28
II	Berm Landscape Improvements								
A	Hardscape Site Improvements								
1	Stone Fence Columns	23	EA	\$1,000.00	\$23,000.00	100%	\$23,000.00	0%	\$0.00
2	Split Rail Fence	525	LF	\$20.00	\$10,500.00	100%	\$10,500.00	0%	\$0.00
3	Crusher Fines Trail	33,686	SF	\$1.50	\$50,529.00	100%	\$50,529.00	0%	\$0.00
				Subtotal	\$84,029.00		\$84,029.00		\$0.00
B	Landscape Improvements								
1	Deciduous Trees	11	EA	\$560.00	\$6,160.00	100%	\$6,160.00	0%	\$0.00
2	Evergreen Trees	84	EA	\$690.00	\$57,960.00	100%	\$57,960.00	0%	\$0.00
3	Deciduous Shrubs	1,355	EA	\$39.00	\$52,845.00	100%	\$52,845.00	0%	\$0.00
4	Native Turf	416,265	SF	\$0.35	\$145,692.75	100%	\$145,692.75	0%	\$0.00
				Subtotal	\$262,657.75		\$262,657.75		\$0.00
C	Irrigation								
1	Irrigated Native Turf	416,265	SF	\$0.50	\$208,132.50	100%	\$208,132.50	0%	\$0.00
2	Tree Irrigation	95	EA	\$5.00	\$475.00	100%	\$475.00	0%	\$0.00
3	Shrub Irrigation	33,875	SF	\$0.35	\$11,856.25	100%	\$11,856.25	0%	\$0.00
				Subtotal	\$220,463.75		\$220,463.75		\$0.00
	Landscape Improvements Subtotal				\$1,951,838.12		\$1,342,575.57		\$609,262.55

DESIGN/PLANNING:									
1	Design/Planning @ 10%				\$195,184		\$134,258		\$60,926
MOBILIZATION:									
1	Mobilization @ 5%				\$97,592		\$67,129		\$30,463
SURVEYING:									
1	Surveying @ 3%				\$58,555		\$40,277		\$18,278
CONSTRUCTION MANAGEMENT / TESTING:									
1	Construction Management / Testing @ 12%				\$234,221		\$161,109		\$73,112
SVMD CONTINGENCY									
1	SVMD Contingency @ 12%				\$234,221		\$161,109		\$73,112
					Subtotal		\$819,772.01		\$563,881.74
					LANDSCAPE IMPROVEMENTS TOTAL		\$2,771,610		\$1,906,457
					LETTER OF CREDIT AT 110%		\$3,048,771		\$2,097,103
Note: Costs based on Compark Village Filing 1 Landscape Plans Prepared by THK Dated: 8/26/16									
Landscape unit costs based on Town of Parker landscape costs where applicable.									

EXHIBIT F

Maps Depicting Public Improvements

COMPARK VILLAGE SOUTH

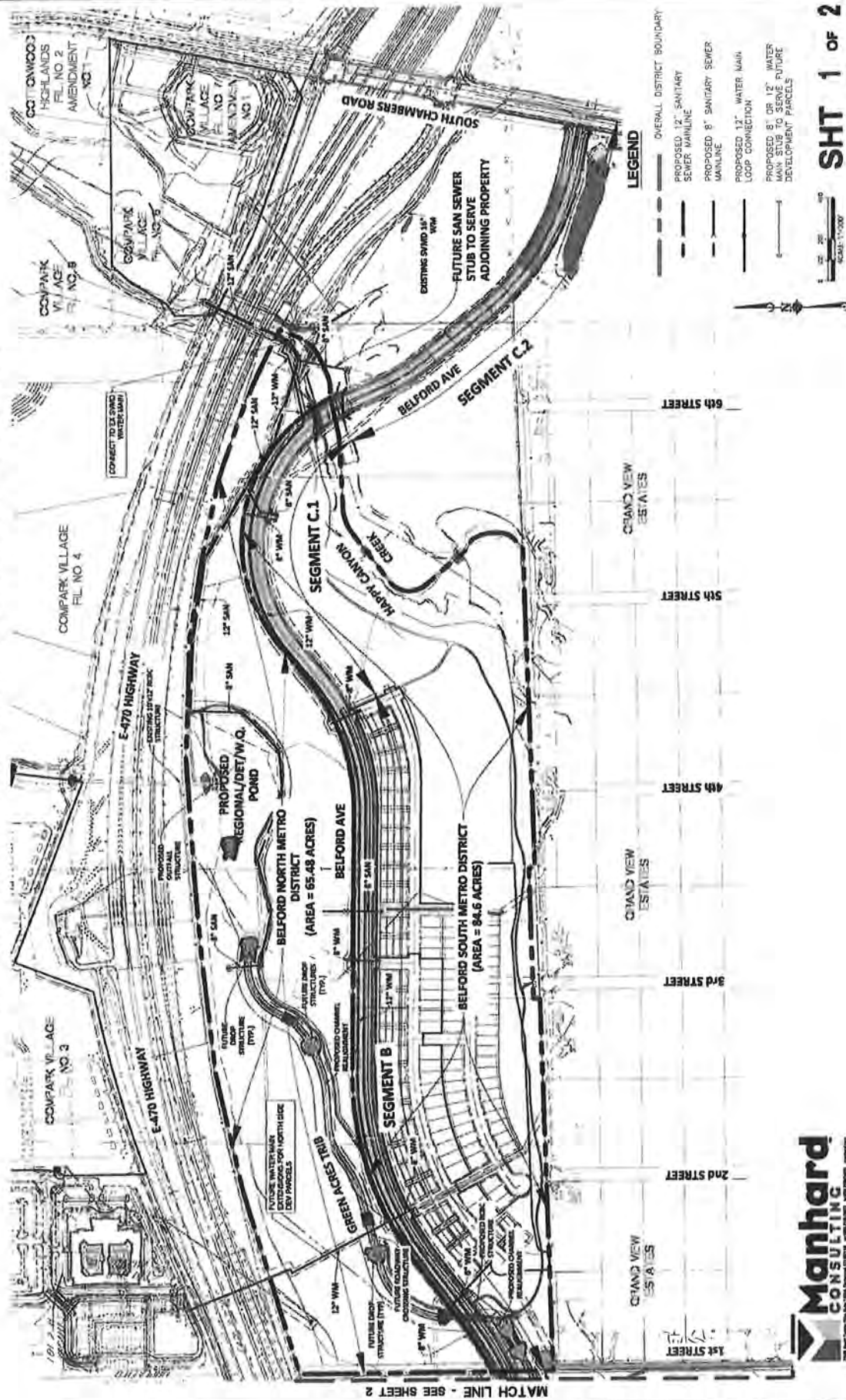


EXHIBIT F
MAP DEPICTING PUBLIC IMPROVEMENTS
-STREETS-
(NORTH HALF OF BELFORD)

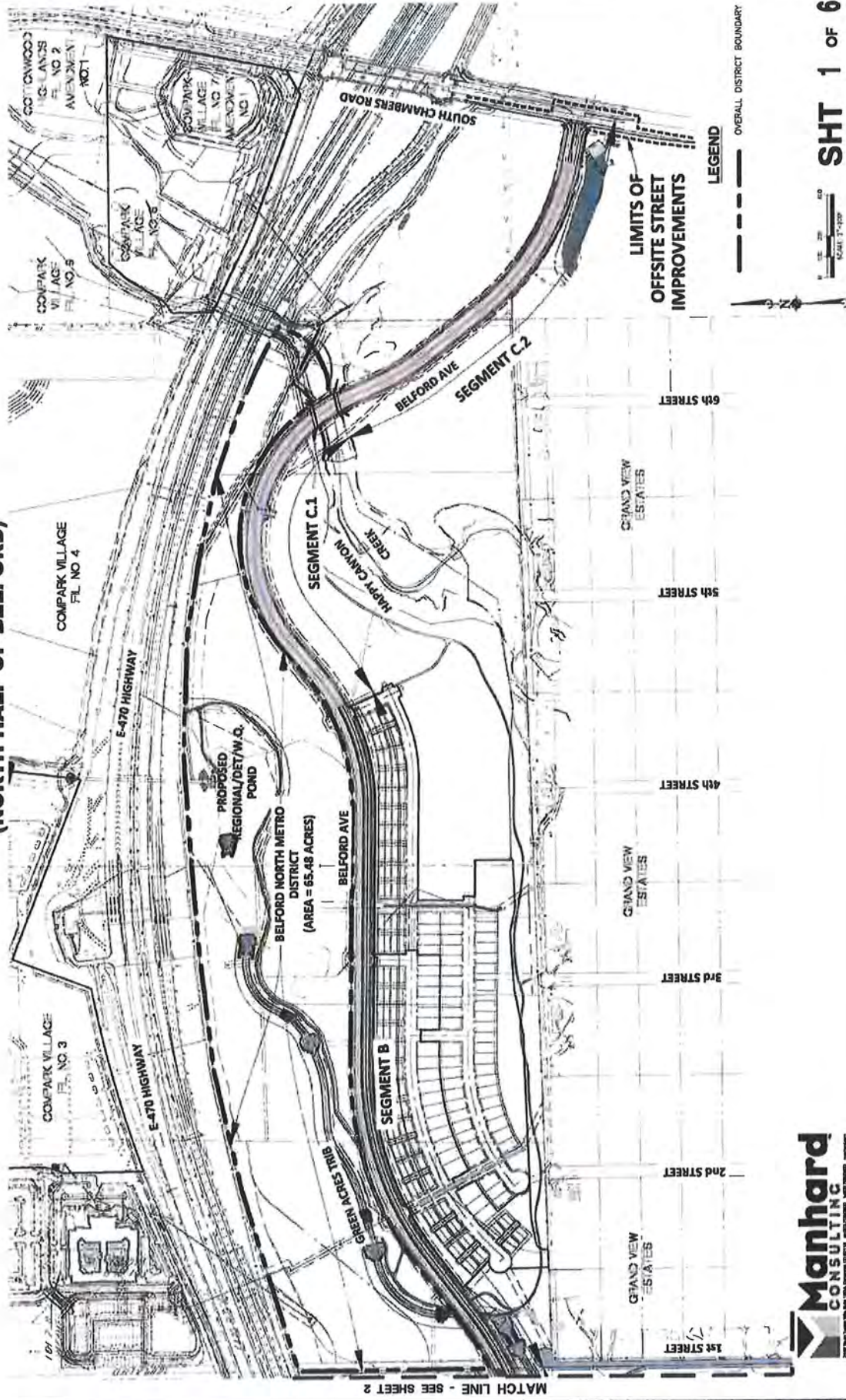


EXHIBIT F
MAP DEPICTING PUBLIC IMPROVEMENTS
-OFFSITE STREETS-
(NORTH HALF OF BELFORD)

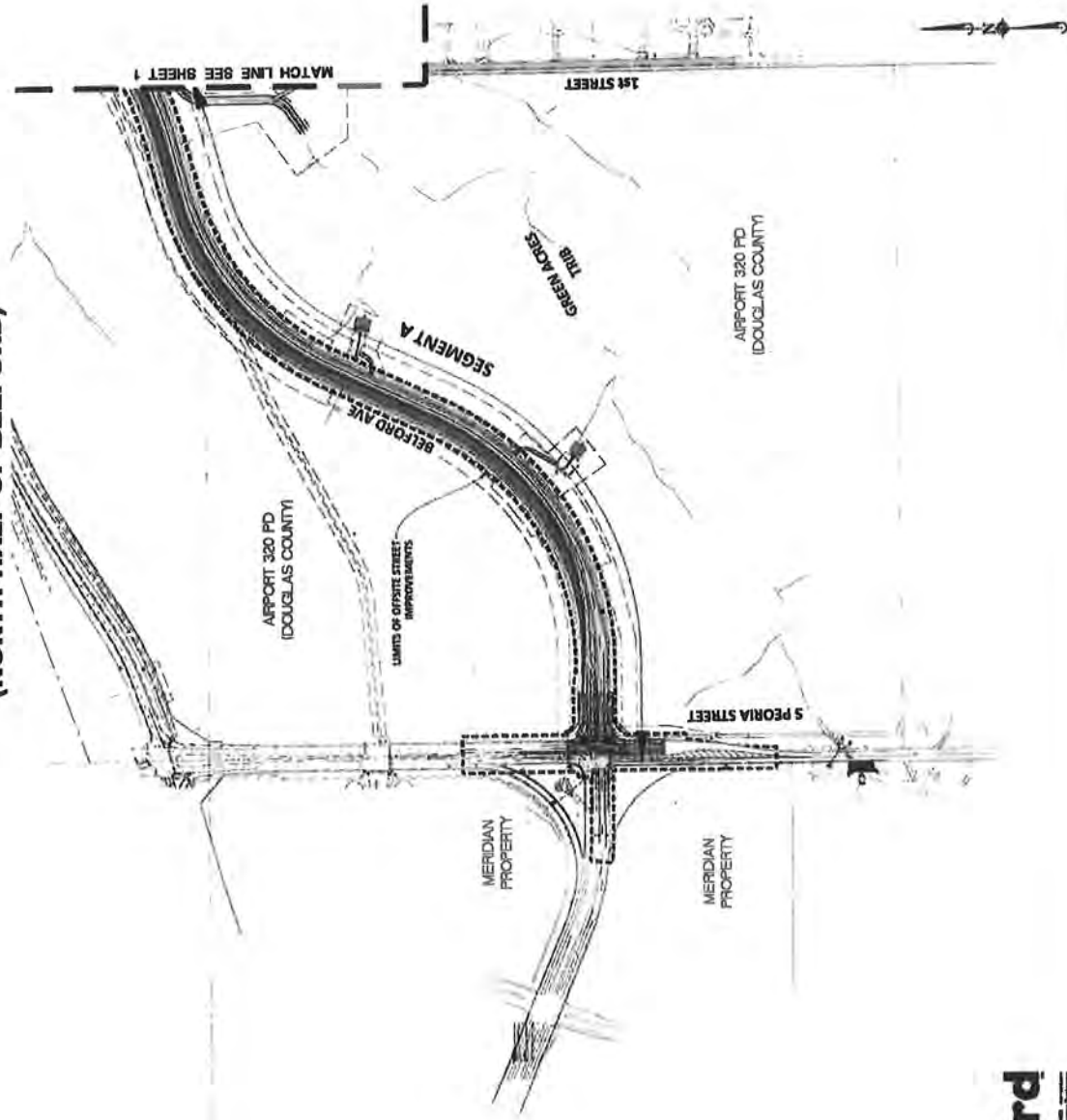


EXHIBIT F **MAP DEPICTING PUBLIC IMPROVEMENTS** **-STORM DRAINAGE-**

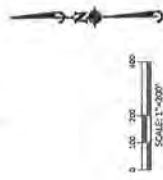
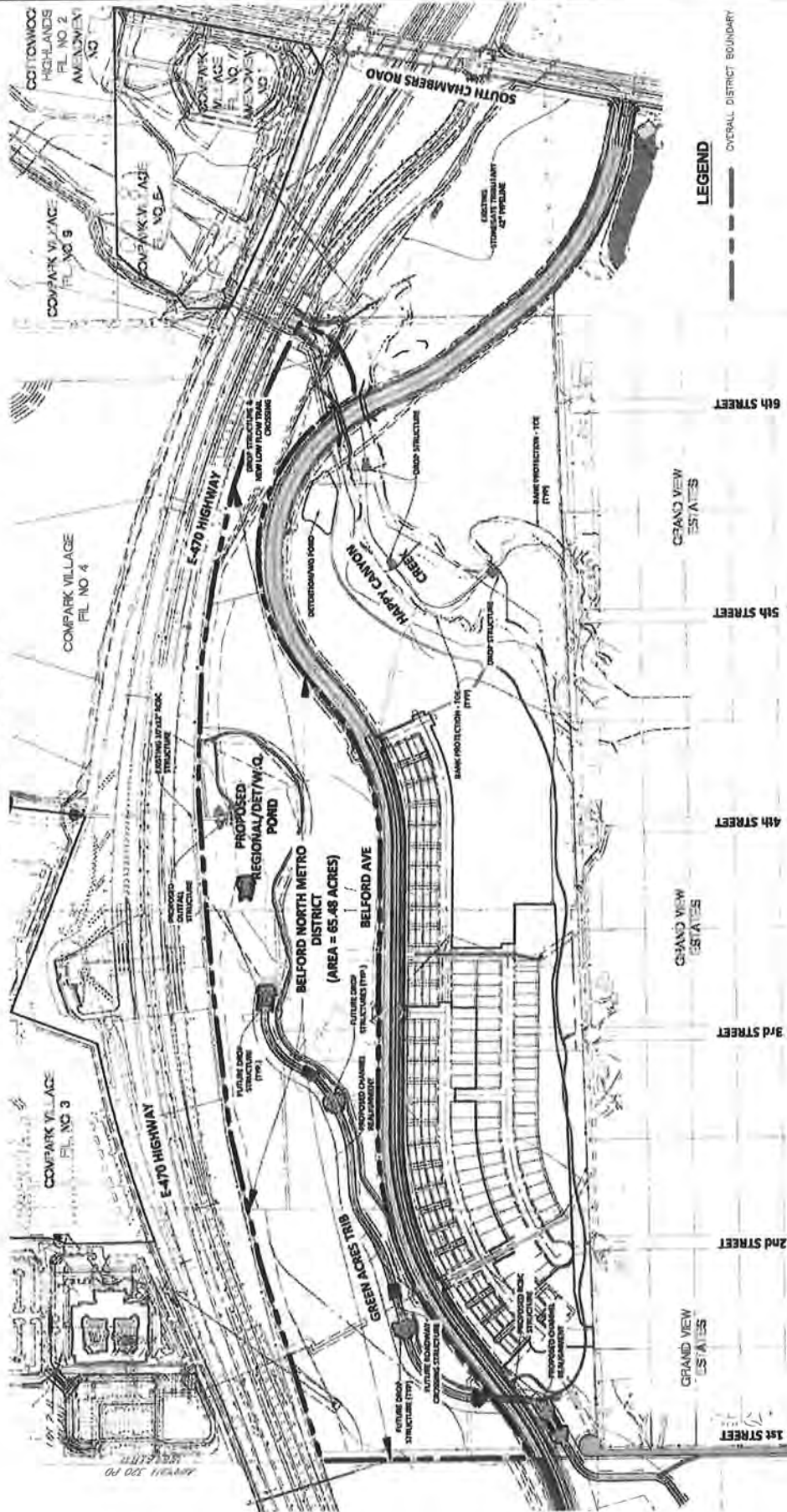


EXHIBIT F **MAP DEPICTING PUBLIC IMPROVEMENTS** **-SANITARY SEWER-**

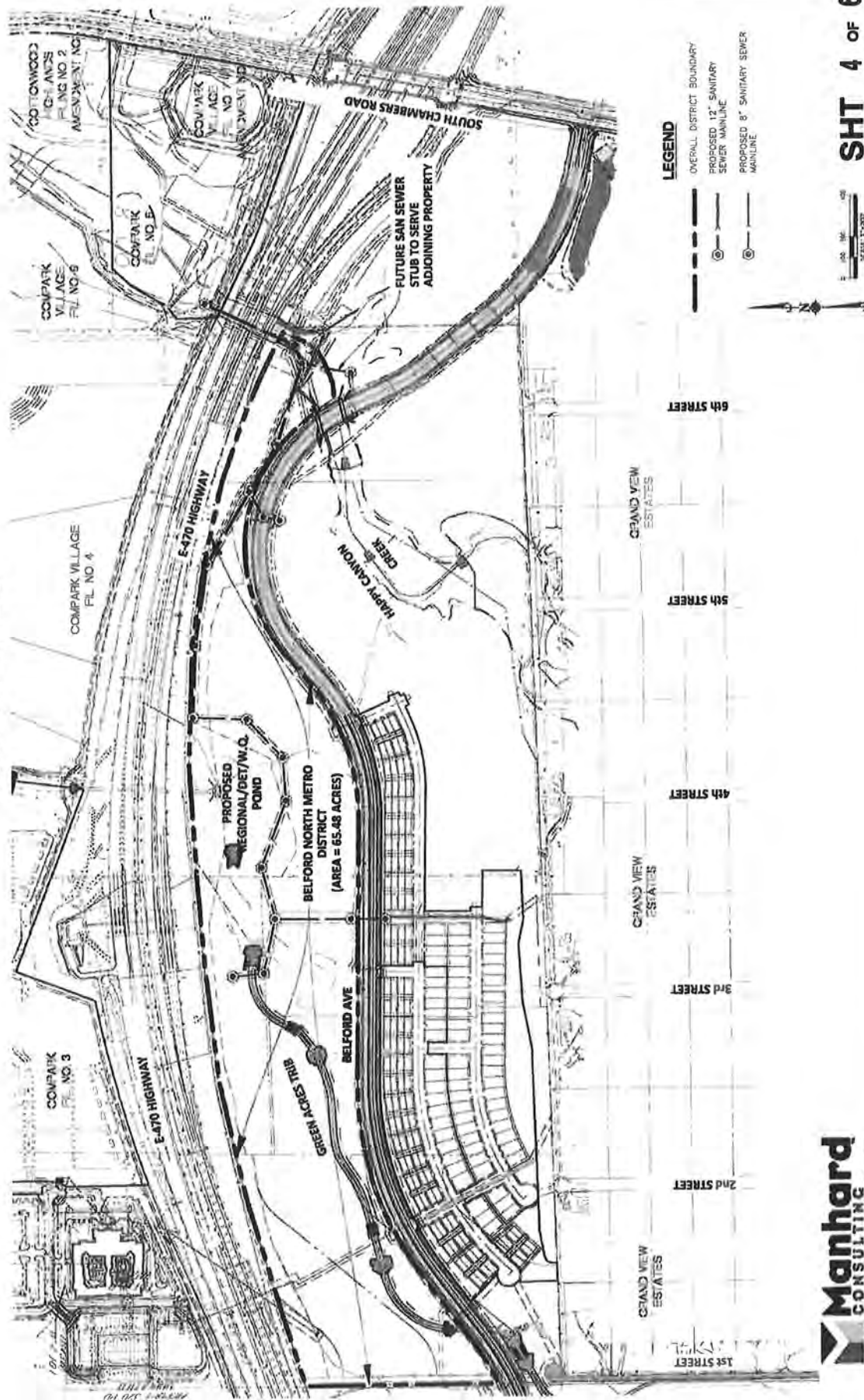


EXHIBIT F **MAP DEPICTING PUBLIC IMPROVEMENTS** **-WATER MAINS-**

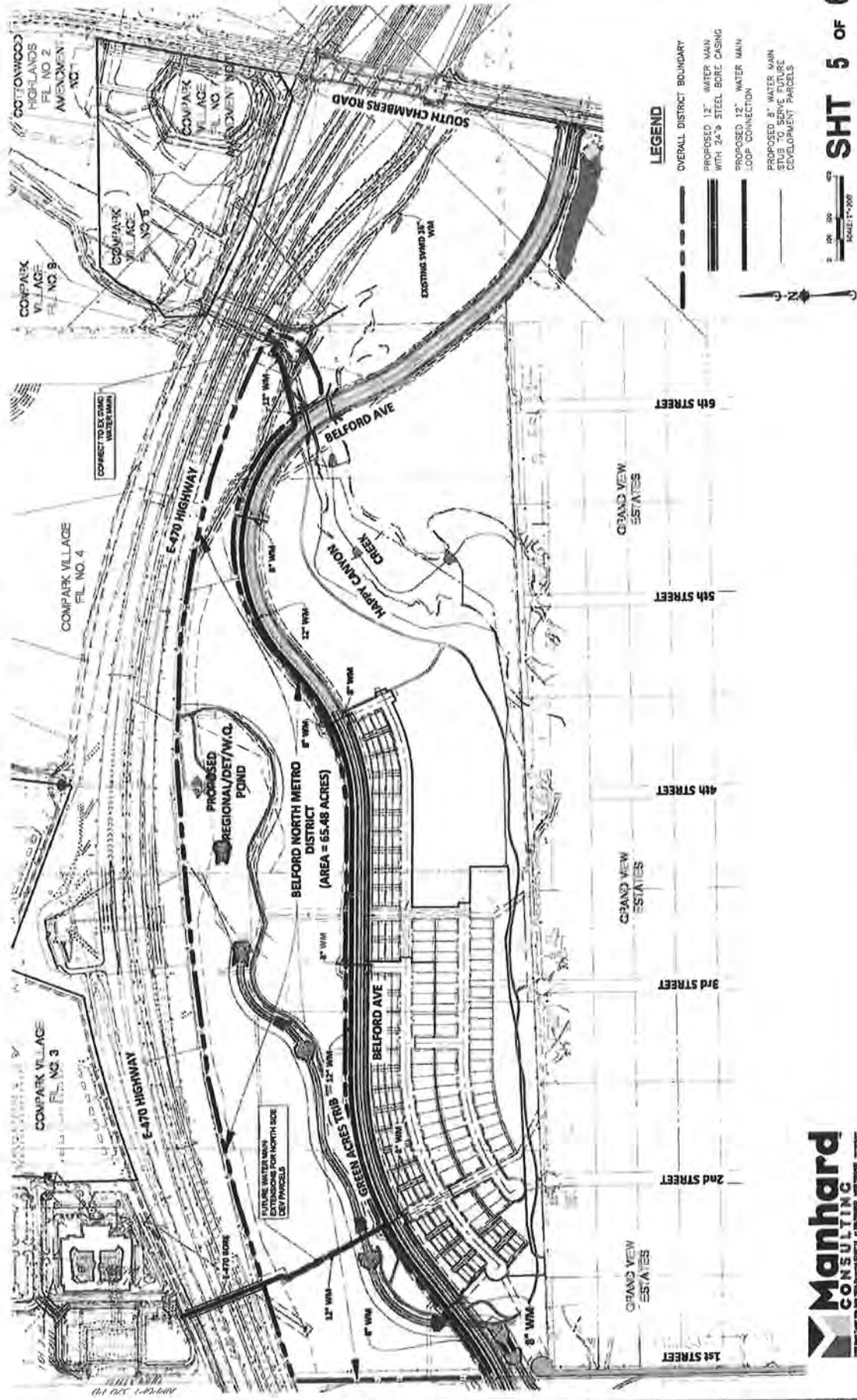


EXHIBIT F
MAP DEPICTING PUBLIC IMPROVEMENTS
-PARK/OPEN SPACE/STREET SCAPE-

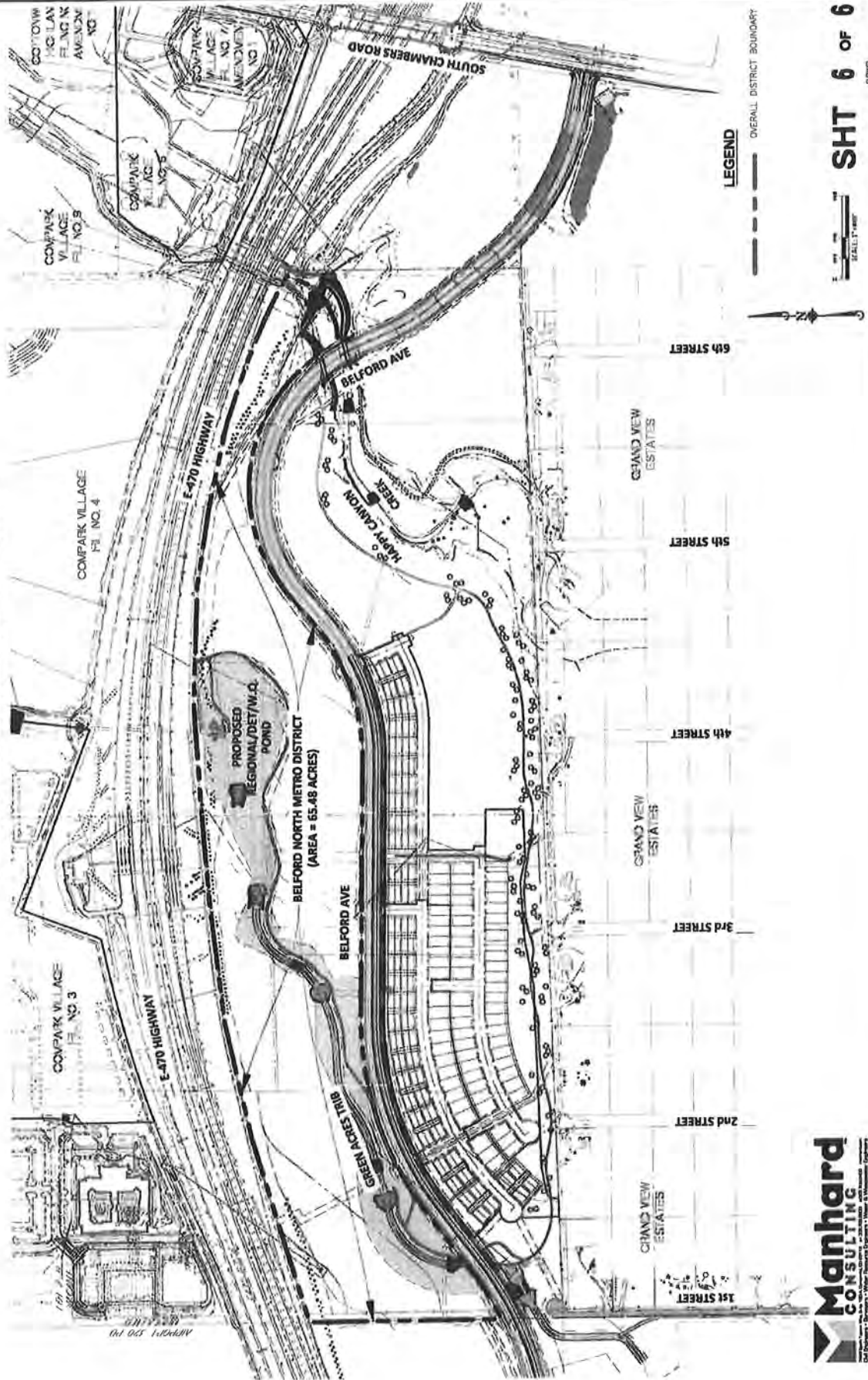


EXHIBIT G

Financial Plan



George K. Baum & Company
INVESTMENT BANKERS SINCE 1928

March 1, 2018

Emily Murphy
McGeady Becher P.C.
450 E. 17th Avenue, Suite 400
Denver, Colorado 80203

RE: Proposed Belford North & South Metropolitan Districts

Dear Ms. Murphy:

George K. Baum & Company prepared the financial plan for the proposed Belford North & South Metropolitan Districts which shows that the Districts can support the debt shown in the financial plan. We have based this analysis on information provided to us by the developer among other things, and have not independently verified that information. Based on the information provided below and certified improvement costs, the combined bonding capacity for the Belford North & South Metropolitan Districts is \$31,000,000.

Belford North (Commercial)

The following assumptions were provided by the developer for Belford North:

1. The development is proposed to include 634,400 square feet of commercial property consisting of office/flex space. The expected buildout estimates 52,866 square feet a year completed for 12 years, valued at an estimated \$150 per square foot.
2. The development is proposed to include 120,000 square feet of commercial property consisting of retail space. The expected buildout estimates 10,000 square feet a year completed for 12 years valued at an estimated \$200 per square foot.
3. The development is expected to receive Chambers Highpoint development fees on 134 units at \$25,000 a unit received uniformly from 2018 to 2021.
4. The development is expected to receive advances from the developer for repayment of the bonds and is valued at \$1,600,000 received uniformly from 2018 to 2022.

George K. Baum & Company made a series of assumptions regarding the revenues available:

1. The total mill levy is assumed to be 50 mills, with 47 mills for debt service initially.
2. The assessed valuation is assumed to inflate 2% biennially.
3. It was assumed that the District would receive 99% of the property taxes levied to account for County Treasurer fees.
4. The office/flex development will receive estimated development fees of \$25,000 per 6,042 square feet of development based on the single-family equivalent. A single-family equivalent (SFE) is the number of commercial square feet that equal the amount of usage of a single family home. Actual SFE's may vary and will be determined upon completion.
5. The retail development will receive a development fee of \$25,000 per 4,444 square feet developed.

Belford South (Residential)

The following assumptions were provided by the developer for Belford South:

1. The development is proposed to include 172 single family detached homes with the following build out schedule and pricing:

2019	43 homes at \$450,000
2020	84 homes at \$463,500
2021	45 homes at \$477,405

2. The development is proposed to include 120 single family attached (duplex) homes with the following build out schedule and pricing:

2019	31 homes at \$375,000
2020	57 homes at \$386,250
2021	32 homes at \$397,838

3. The development is proposed to include 233 multi-family homes with the following build out schedule and pricing:

2019	68 homes at \$325,000
2020	97 homes at \$334,750
2021	68 homes at \$344,793

George K. Baum & Company made a series of assumptions regarding the revenues available:

1. The total mill levy is 47.347 mills. The debt service mill levy is assumed to be 43 mills. The operations mill levy is assumed at 4 mills.
2. Specific ownership taxes have been calculated as 6% of the property tax revenue received in each year.
3. It was assumed that the District would have a Development Fee in the amount of \$25,000 per single-family detached or attached residential unit and \$20,000 per multi-family residential unit.
4. It was assumed that the District would receive 98.5% of the property taxes levied to account for County Treasurer fees.
5. A 3% biennial inflation factor has been applied to the value of the homes.

Bonding Capacity

1. It was assumed that either of the Belford Districts issue a series of bonds in 2018 with a par amount of \$14,535,000. An interest rate of 5.75% was assumed with a 30 year term. At issuance, the bonds would fund \$1,222,187.50 for a debt service reserve fund, \$318,025.00 for issuance expenses with the remaining \$12,994,787.50 used to reimburse the developer for eligible expenditures (the "2018 Bonds").
2. It was assumed that either of the Belford Districts issue a second series of bonds in 2020 with a par amount of \$16,465,000. An interest rate of 5.75% was assumed with a 30 year term. At issuance, the bonds would fund \$787,983.59 for a debt service reserve fund, \$346,975 for issuance expenses, and the remaining \$15,330,041.41 used to reimburse the developer for eligible expenditures (the "2020 Bonds").

For both the 2018 Bonds and the 2020 Bonds (together, the "Bonds"), it is assumed that the issuing-Belford District will enter into a pledge agreement with the non-issuing Belford District wherein the non-issuing Belford District pledges to levy taxes, and otherwise produce revenue, for the purposes of paying the debt service, on the Bonds issued by the issuing-Belford District.

Based on the information provided above, the combined bonding capacity for the Belford North & South Metropolitan Districts is \$31,000,000.

George K. Baum & Company certifies that based upon the assumptions contained herein and its professional opinion, The Districts are expected to retire all debt referenced in the financial plan within the restrictions set forth in the Service Plan, including but not limited to, the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term.

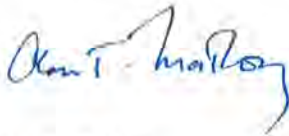
The actual financial results for the proposed district may differ from the financial plan more or less based on a number of variables including the general economy, market, success of this specific project, interest rates and many other factors.

George K. Baum & Company believes this financial plan to be reasonable based on the information provided to us and our assumptions. The issuance of bonds will depend upon market conditions described above and the preparation, review and acceptance by all interested parties of all bond documents, structure and terms.

If George K. Baum & Company can be of any additional assistance, please do not hesitate to contact me at 303.391.5503.

Sincerely,

GEORGE K. BAUM & COMPANY



Alan T. Matlosz
Senior Vice President
Colorado Public Finance

Belford South Metro Dist. Scenario 1 2-1-18
 1-Mar-18
 4:00 PM

**Belford Metropolitan District
 Douglas County, Colorado
 General Obligation Bonds**

Residential & Commercial

Proposed Series	Par	Project Amt.
Series 2018	\$14,535,000	\$12,994,788
Series 2020	\$16,465,000	\$15,330,041
Total	\$31,000,000	\$28,324,829

Table of Schedules

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Belford Metropolitan District
Douglas County, Colorado
General Obligation Bonds
Series 2018 & Series 2020

Cashflow for Bonds Paid From Sales Tax Revenue

Collection Year	Residential			Commercial			Property Tax @ 99%	SOT	Residential Development			Transfer to O & M Fund	Commercial Development			Developer Advances	Chambers Highpoint Development			Capitalized Interest	DSRF Earnings	Belford		Revenue Available for Debt Service	Belford		Total Net Debt Service	Annual Surplus/ Deficit	Cumulative Fund Balance	
	Expected Assessed Valuation	Bond Fund Mill Levy	Property Tax @ 99%	Expected Assessed Valuation	Bond Fund Mill Levy	Property Tax @ 99%			Fees	Development Fees	Advances		Fees	Development Fees	Advances		Fees	Development Fees	Advances			Debt Service Series 2018	Debt Service Series 2020		Debt Service Series 2018	Debt Service Series 2020				
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)	(18)	(19)	(20)	(21)	(22)	(23)								
2018	0	0.0	0	0	0	0	0	0	0	0	320,000	837,500	0	0	4,367,500	0	0	0	0	0	0	0	0	0	0	0	0	0	4,367,500	4,367,500
2019	0	47.3	0	0	0	0	0	0	0	0	5,615,000	837,500	0	0	6,915,830	835,763	0	0	0	0	18,333	0	835,763	0	835,763	0	835,763	0	10,447,568	10,447,568
2020	1,985,200	43.3	59,477	0	0.0	0	3,569	0	0	274,997	320,000	837,500	0	0	3,171,717	3,920,763	776,468	0	0	31,717	0	4,897,231	0	4,897,231	0	4,897,231	0	10,512,997	10,512,997	
2021	6,311,065	43.3	270,786	2,879,671	47.0	133,991	16,247	0	0	274,997	320,000	837,500	0	0	4,762,260	953,375	934,918	0	0	34,394	0	1,888,293	0	1,888,293	0	1,888,293	0	(377)	10,512,220	10,512,220
2022	12,247,558	43.3	525,505	5,816,935	47.0	210,662	31,530	0	0	274,997	320,000	837,500	0	0	1,457,089	691,413	1,314,918	0	0	34,394	0	2,006,330	0	2,006,330	0	2,006,330	0	(549,241)	9,962,977	9,962,977
2023	14,888,558	43.3	638,817	8,696,606	47.0	404,653	38,329	0	0	274,997	0	0	0	0	1,391,191	688,538	913,068	0	0	34,394	0	1,601,605	0	1,601,605	0	1,601,605	0	(210,414)	9,752,565	9,752,565
2024	15,335,215	43.3	657,992	11,750,210	47.0	546,737	39,479	0	0	274,997	0	0	0	0	1,553,989	716,663	913,068	0	0	34,394	0	1,628,730	0	1,628,730	0	1,628,730	0	(75,141)	9,677,424	9,677,424
2025	15,335,215	43.3	657,982	14,628,881	44.1	638,070	39,479	0	0	274,997	0	0	0	0	1,644,923	716,663	913,068	0	0	34,394	0	1,648,243	0	1,648,243	0	1,648,243	0	15,792	9,693,216	9,693,216
2026	15,795,271	43.3	677,721	17,802,149	36.2	638,070	40,663	0	0	274,997	0	0	0	0	1,665,946	736,175	913,068	0	0	34,394	0	1,660,330	0	1,660,330	0	1,660,330	0	16,004	9,709,820	9,709,820
2027	15,795,271	43.7	683,038	20,691,820	31.2	638,070	40,663	0	0	274,997	0	0	0	0	1,671,482	736,175	913,068	0	0	34,394	0	1,662,918	0	1,662,918	0	1,662,918	0	18,564	9,728,384	9,728,384
2028	16,269,129	43.7	704,462	23,975,128	26.9	638,070	42,269	0	0	274,997	0	0	0	0	1,694,212	762,350	913,068	0	0	34,394	0	1,676,018	0	1,676,018	0	1,676,018	0	18,155	9,746,579	9,746,579
2029	16,269,129	43.7	703,222	26,854,799	29.8	793,070	42,159	0	0	274,997	0	0	0	0	1,847,993	759,325	1,068,068	0	0	34,394	0	1,827,393	0	1,827,393	0	1,827,393	0	20,590	9,767,169	9,767,169
2030	16,757,203	43.7	725,013	30,271,566	26.3	786,126	43,501	0	0	275,029	0	0	0	0	1,867,063	785,413	1,064,155	0	0	34,394	0	1,849,598	0	1,849,598	0	1,849,598	0	17,495	9,784,664	9,784,664
2031	16,757,203	43.6	723,806	33,151,237	32.0	1,046,955	43,428	0	0	0	0	0	0	0	1,861,584	779,488	1,049,855	0	0	34,394	0	1,829,443	0	1,829,443	0	1,829,443	0	22,141	9,806,805	9,806,805
2032	17,259,919	43.7	746,136	36,694,280	33.5	1,216,043	44,768	0	0	0	0	0	0	0	2,041,341	803,275	1,216,043	0	0	34,394	0	2,019,318	0	2,019,318	0	2,019,318	0	22,023	9,828,828	9,828,828
2033	17,259,919	43.6	744,880	36,694,280	33.8	1,227,068	44,633	0	0	0	0	0	0	0	2,051,035	805,050	1,227,068	0	0	34,394	0	2,032,118	0	2,032,118	0	2,032,118	0	16,917	9,847,745	9,847,745
2034	17,777,717	43.6	767,867	37,428,166	34.9	1,291,368	46,072	0	0	0	0	0	0	0	2,136,701	825,963	1,291,368	0	0	34,394	0	2,117,330	0	2,117,330	0	2,117,330	0	22,370	9,870,115	9,870,115
2035	17,777,717	43.6	766,561	37,428,166	34.8	1,290,780	45,954	0	0	0	0	0	0	0	2,137,729	824,863	1,290,780	0	0	34,394	0	2,115,643	0	2,115,643	0	2,115,643	0	22,068	9,892,201	9,892,201
2036	18,311,046	43.6	790,224	38,176,729	35.2	1,328,756	47,413	0	0	0	0	0	0	0	2,200,786	850,300	1,328,756	0	0	34,394	0	2,181,655	0	2,181,655	0	2,181,655	0	19,131	9,911,332	9,911,332
2037	18,311,046	43.5	788,865	38,176,729	35.1	1,327,993	47,332	0	0	0	0	0	0	0	2,198,963	846,350	1,327,993	0	0	34,394	0	2,176,343	0	2,176,343	0	2,176,343	0	22,240	9,933,573	9,933,573
2038	18,860,380	43.6	813,224	38,940,264	35.3	1,350,505	48,793	0	0	0	0	0	0	0	2,256,916	877,938	1,350,505	0	0	34,394	0	2,238,443	0	2,238,443	0	2,238,443	0	18,474	9,952,046	9,952,046
2039	18,860,380	43.5	811,810	38,940,264	35.3	1,350,280	48,709	0	0	0	0	0	0	0	2,254,193	879,650	1,359,280	0	0	34,394	0	2,236,930	0	2,236,930	0	2,236,930	0	15,262	9,967,308	9,967,308
2040	19,426,191	43.5	836,885	39,719,069	35.6	1,401,043	50,213	0	0	0	0	0	0	0	2,322,535	904,925	1,401,043	0	0	34,394	0	2,305,968	0	2,305,968	0	2,305,968	0	16,567	9,993,876	9,993,876
2041	19,426,191	43.4	835,414	39,719,069	35.8	1,408,205	50,125	0	0	0	0	0	0	0	2,328,138	907,325	1,408,205	0	0	34,394	0	2,315,530	0	2,315,530	0	2,315,530	0	12,609	9,996,484	9,996,484
2042	20,008,977	43.5	861,227	40,513,450	36.0	1,442,493	51,674	0	0	0	0	0	0	0	2,389,787	928,000	1,442,493	0	0	34,394	0	2,370,463	0	2,370,463	0	2,370,463	0	19,384	10,015,778	10,015,778
2043	20,008,977	43.4	859,696	40,513,450	36.0	1,442,180	51,562	0	0	0	0	0	0	0	2,387,852	930,000	1,442,180	0	0	34,394	0	2,372,980	0	2,372,980	0	2,372,980	0	14,872	10,030,650	10,030,650
2044	20,609,246	43.4	886,268	41,323,719	36.0	1,473,993	53,176	0	0	0	0	0	0	0	2,447,830	961,598	1,473,993	0	0	34,394	0	2,436,360	0	2,436,360	0	2,436,360	0	12,250	10,042,900	10,042,900
2045	20,609,246	43.4	884,675	41,323,719	36.0	1,470,918	53,081	0	0	0	0	0	0	0	2,443,068	958,538	1,470,918	0	0	34,394	0	2,428,555	0	2,428,555	0	2,428,555	0	13,512	10,056,412	10,056,412
2046	21,227,523	43.4	912,028	42,150,194	36.1	1,504,690	54,722	0	0	0	0	0	0	0	2,505,624	983,675	1,504,690	0	0	34,394	0	2,488,355	0	2,488,355	0	2,488,355	0	17,468	10,073,881	10,073,881
2047	21,227,523	43.3	910,371	42,150,194	36.3	1,512,980	54,622	0	0	0	0	0	0	0	2,512,367	984,975	1,512,980	0	0	34,394	0	2,487,955	0	2,487,955	0	2,487,955	0	14,412	10,088,293	10,088,293
2048	21,854,348	43.4	938,527	42,993,198	36.2	1,541,968	56,312	0	0	0	0	0	0	0	3,753,388	2,458,088	1,541,968	0	0	34,394	0	4,000,555	0	4,000,555	0	4,000,555	0	(207,267)	9,981,025	9,981,025
2049	21,854,349	0.0	0	42,993,198	42.6	1,812,222	0	0	0	0	0	0	0	0	2,899,028	2,458,088	1,812,222	0	0	34,394	0	1,812,222	0	1,812,222	0	1,812,222	0	1,066,807	10,967,832	10,967,832

Belford South Metro Dist. Some

\$14,535,000
Belford Metropolitan District
Douglas County, Colorado
General Obligation Bonds
Series 2018

Debt Service Schedule

Date	Principal	Rate	Interest	P & I	Annual P & I	Capitalized Interest	DSRF @ 1.50	Net Annual P & I
06/01/19			417,881.25	417,881.25		0.00	(9,166.41)	
12/01/19	0	5.750	417,881.25	417,881.25	835,762.50	0.00	(9,166.41)	817,429.69
06/01/20			417,881.25	417,881.25		0.00	(9,166.41)	
12/01/20	3,085,000	5.750	417,881.25	3,502,881.25	3,920,762.50	0.00	(9,166.41)	3,902,429.69
06/01/21			329,187.50	329,187.50		0.00	(9,166.41)	
12/01/21	295,000	5.750	329,187.50	624,187.50	953,375.00	0.00	(9,166.41)	935,042.19
06/01/22			320,706.25	320,706.25			(9,166.41)	
12/01/22	80,000	5.750	320,706.25	370,706.25	691,412.50		(9,166.41)	673,079.69
06/01/23			319,268.75	319,268.75			(9,166.41)	
12/01/23	50,000	5.750	319,268.75	369,268.75	688,537.50		(9,166.41)	670,204.69
06/01/24			317,831.25	317,831.25			(9,166.41)	
12/01/24	80,000	5.750	317,831.25	397,831.25	715,662.50		(9,166.41)	697,329.69
06/01/25			315,531.25	315,531.25			(9,166.41)	
12/01/25	85,000	5.750	315,531.25	400,531.25	716,062.50		(9,166.41)	697,729.69
06/01/26			313,087.50	313,087.50			(9,166.41)	
12/01/26	110,000	5.750	313,087.50	423,087.50	736,175.00		(9,166.41)	717,842.19
06/01/27			309,925.00	309,925.00			(9,166.41)	
12/01/27	120,000	5.750	309,925.00	429,925.00	739,850.00		(9,166.41)	721,517.19
06/01/28			306,475.00	306,475.00			(9,166.41)	
12/01/28	150,000	5.750	306,475.00	456,475.00	762,950.00		(9,166.41)	744,617.19
06/01/29			302,162.50	302,162.50			(9,166.41)	
12/01/29	155,000	5.750	302,162.50	457,162.50	759,325.00		(9,166.41)	740,992.19
06/01/30			297,706.25	297,706.25			(9,166.41)	
12/01/30	190,000	5.750	297,706.25	487,706.25	785,412.50		(9,166.41)	767,079.69
06/01/31			292,243.75	292,243.75			(9,166.41)	
12/01/31	195,000	5.750	292,243.75	487,243.75	779,487.50		(9,166.41)	761,154.69
06/01/32			286,637.50	286,637.50			(9,166.41)	
12/01/32	230,000	5.750	286,637.50	516,637.50	803,275.00		(9,166.41)	784,942.19
06/01/33			280,025.00	280,025.00			(9,166.41)	
12/01/33	245,000	5.750	280,025.00	525,025.00	805,050.00		(9,166.41)	786,717.19
06/01/34			272,981.25	272,981.25			(9,166.41)	
12/01/34	280,000	5.750	272,981.25	552,981.25	825,962.50		(9,166.41)	807,629.69
06/01/35			264,931.25	264,931.25			(9,166.41)	
12/01/35	295,000	5.750	264,931.25	559,931.25	824,862.50		(9,166.41)	806,529.69
06/01/36			256,450.00	256,450.00			(9,166.41)	
12/01/36	340,000	5.750	256,450.00	586,450.00	852,900.00		(9,166.41)	834,567.19
06/01/37			246,675.00	246,675.00			(9,166.41)	
12/01/37	355,000	5.750	246,675.00	601,675.00	848,350.00		(9,166.41)	830,017.19
06/01/38			236,468.75	236,468.75			(9,166.41)	
12/01/38	405,000	5.750	236,468.75	641,468.75	877,937.50		(9,166.41)	859,604.69
06/01/39			224,825.00	224,825.00			(9,166.41)	
12/01/39	430,000	5.750	224,825.00	654,825.00	879,650.00		(9,166.41)	861,317.19
06/01/40			212,462.50	212,462.50			(9,166.41)	
12/01/40	480,000	5.750	212,462.50	692,462.50	904,925.00		(9,166.41)	886,592.19
06/01/41			198,662.50	198,662.50			(9,166.41)	
12/01/41	510,000	5.750	198,662.50	708,662.50	907,325.00		(9,166.41)	888,992.19
06/01/42			184,000.00	184,000.00			(9,166.41)	
12/01/42	560,000	5.750	184,000.00	744,000.00	928,000.00		(9,166.41)	909,667.19
06/01/43			167,900.00	167,900.00			(9,166.41)	
12/01/43	595,000	5.750	167,900.00	762,900.00	930,800.00		(9,166.41)	912,467.19
06/01/44			150,793.75	150,793.75			(9,166.41)	
12/01/44	660,000	5.750	150,793.75	810,793.75	961,587.50		(9,166.41)	943,254.69
06/01/45			131,818.75	131,818.75			(9,166.41)	
12/01/45	695,000	5.750	131,818.75	826,818.75	958,837.50		(9,166.41)	940,304.69
06/01/46			111,837.50	111,837.50			(9,166.41)	
12/01/46	760,000	5.750	111,837.50	871,837.50	983,675.00		(9,166.41)	965,342.19
06/01/47			89,987.50	89,987.50			(9,166.41)	
12/01/47	805,000	5.750	89,987.50	894,987.50	984,975.00		(9,166.41)	966,642.19
06/01/48			66,843.75	66,843.75			(9,166.41)	
12/01/48	2,325,000	5.750	66,843.75	2,391,843.75	2,458,687.50		(1,231,353.91)	1,218,167.19
	14,535,000		15,286,375.00	29,821,375.00	29,821,375.00	0.00	(1,772,171.88)	28,049,203.13

Dated	12/01/18	Average Coupon	5.750000
		NIC	5.832011
Settlement	12/01/19	TIC	5.903105
		Arbitrage Yield	5.750000
		Bond Years	265,850.00
		Average Life	18.29
		Accrued Interest	0.00

**Belford Metropolitan District
Douglas County, Colorado
General Obligation Bonds
Series 2018**

Sources and Uses of Funds

Sources

Principal Amount of Bond Issue	14,535,000.00
	<u>14,535,000.00</u>

Uses

Project Fund		12,994,787.50
Debt Service Reserve Fund		1,222,187.50
Bond Discount	\$15.00 /\$1,000	218,025.00
Cost of Issuance		100,000.00
Contingency		0.00
		<u>14,535,000.00</u>

Cost of Issuance

Estimated Cost of Issuance	100,000.00
	<u>100,000.00</u>

Belford North Metro Dist. 2-1-1

\$16,465,000
Belford Metropolitan District
Douglas County, Colorado
General Obligation Bonds
Series 2020

Debt Service Schedule

Date	Principal	Rate	Interest	P & I	Annual P & I	Capitalized Interest	DSRF @ 1.50	Net Annual P & I
06/01/20			312,949.34	312,949.34		0.00	(3,939.92)	
12/01/20	0	5.750	473,368.75	473,368.75	786,318.09	0.00	(5,909.88)	776,468.30
06/01/21			473,368.75	473,368.75		0.00	(5,909.88)	
12/01/21	0	5.750	473,368.75	473,368.75	946,737.50	0.00	(5,909.88)	934,917.75
06/01/22			473,368.75	473,368.75		0.00	(5,909.88)	
12/01/22	380,000	5.750	473,368.75	853,368.75	1,326,737.50	0.00	(5,909.88)	1,314,917.75
06/01/23			462,443.75	462,443.75			(5,909.88)	
12/01/23	0	5.750	462,443.75	462,443.75	924,887.50		(5,909.88)	913,067.75
06/01/24			462,443.75	462,443.75			(5,909.88)	
12/01/24	0	5.750	462,443.75	462,443.75	924,887.50		(5,909.88)	913,067.75
06/01/25			462,443.75	462,443.75			(5,909.88)	
12/01/25	0	5.750	462,443.75	462,443.75	924,887.50		(5,909.88)	913,067.75
06/01/26			462,443.75	462,443.75			(5,909.88)	
12/01/26	0	5.750	462,443.75	462,443.75	924,887.50		(5,909.88)	913,067.75
06/01/27			462,443.75	462,443.75			(5,909.88)	
12/01/27	0	5.750	462,443.75	462,443.75	924,887.50		(5,909.88)	913,067.75
06/01/28			462,443.75	462,443.75			(5,909.88)	
12/01/28	0	5.750	462,443.75	462,443.75	924,887.50		(5,909.88)	913,067.75
06/01/29			462,443.75	462,443.75			(5,909.88)	
12/01/29	155,000	5.750	462,443.75	617,443.75	1,079,887.50		(5,909.88)	1,068,067.75
06/01/30			457,987.50	457,987.50			(5,909.88)	
12/01/30	160,000	5.750	457,987.50	617,987.50	1,075,975.00		(5,909.88)	1,064,155.25
06/01/31			453,387.50	453,387.50			(5,909.88)	
12/01/31	155,000	5.750	453,387.50	608,387.50	1,081,775.00		(5,909.88)	1,049,955.25
06/01/32			448,931.25	448,931.25			(5,909.88)	
12/01/32	330,000	5.750	448,931.25	778,931.25	1,227,862.50		(5,909.88)	1,216,042.75
06/01/33			439,443.75	439,443.75			(5,909.88)	
12/01/33	380,000	5.750	439,443.75	799,443.75	1,238,887.50		(5,909.88)	1,227,067.75
06/01/34			429,093.75	429,093.75			(5,909.88)	
12/01/34	445,000	5.750	429,093.75	874,093.75	1,303,187.50		(5,909.88)	1,291,367.75
06/01/35			416,300.00	416,300.00			(5,909.88)	
12/01/35	470,000	5.750	416,300.00	886,300.00	1,302,600.00		(5,909.88)	1,290,780.25
06/01/36			402,787.50	402,787.50			(5,909.88)	
12/01/36	535,000	5.750	402,787.50	937,787.50	1,340,575.00		(5,909.88)	1,328,755.25
06/01/37			387,406.25	387,406.25			(5,909.88)	
12/01/37	565,000	5.750	387,406.25	952,406.25	1,339,812.50		(5,909.88)	1,327,992.75
06/01/38			371,162.50	371,162.50			(5,909.88)	
12/01/38	630,000	5.750	371,162.50	1,001,162.50	1,372,325.00		(5,909.88)	1,360,505.25
06/01/39			353,050.00	353,050.00			(5,909.88)	
12/01/39	665,000	5.750	353,050.00	1,018,050.00	1,371,100.00		(5,909.88)	1,359,280.25
06/01/40			333,931.25	333,931.25			(5,909.88)	
12/01/40	745,000	5.750	333,931.25	1,078,931.25	1,412,862.50		(5,909.88)	1,401,042.75
06/01/41			312,512.50	312,512.50			(5,909.88)	
12/01/41	795,000	5.750	312,512.50	1,107,512.50	1,420,025.00		(5,909.88)	1,408,205.25
06/01/42			289,856.25	289,856.25			(5,909.88)	
12/01/42	875,000	5.750	289,856.25	1,164,656.25	1,454,312.50		(5,909.88)	1,442,492.75
06/01/43			264,500.00	264,500.00			(5,909.88)	
12/01/43	925,000	5.750	264,500.00	1,189,500.00	1,454,000.00		(5,909.88)	1,442,180.25
06/01/44			237,906.25	237,906.25			(5,909.88)	
12/01/44	1,010,000	5.750	237,906.25	1,247,906.25	1,485,812.50		(5,909.88)	1,473,992.75
06/01/45			208,868.75	208,868.75			(5,909.88)	
12/01/45	1,065,000	5.750	208,868.75	1,273,868.75	1,482,737.50		(5,909.88)	1,470,917.75
06/01/46			178,250.00	178,250.00			(5,909.88)	
12/01/46	1,160,000	5.750	178,250.00	1,338,250.00	1,516,500.00		(5,909.88)	1,504,680.25
06/01/47			144,900.00	144,900.00			(5,909.88)	
12/01/47	1,235,000	5.750	144,900.00	1,379,900.00	1,524,800.00		(5,909.88)	1,512,980.25
06/01/48			109,393.75	109,393.75			(5,909.88)	
12/01/48	1,335,000	5.750	109,393.75	1,444,393.75	1,553,787.50		(5,909.88)	1,541,967.75
06/01/49			71,012.50	71,012.50			(5,909.88)	
12/01/49	2,470,000	5.750	71,012.50	2,541,012.50	2,612,025.00		(793,883.47)	1,812,221.66
	16,465,000		21,774,968.09	38,239,968.09	38,239,968.09	0.00	(1,140,806.25)	37,099,361.84

Dated	02/02/20	Average Coupon	5.750000
		NIC	5.815217
		TIC	5.873745
Settlement	02/02/20	Arbitrage Yield	5.750728
		Bond Years	378,695.10
		Average Life	23.00
		Accrued Interest	0.00

Belford Metropolitan District
Douglas County, Colorado
General Obligation Bonds
Series 2020

Sources and Uses of Funds

Sources

Principal Amount of Bond Issue	16,465,000.00
	<u>16,465,000.00</u>

Uses

Project Fund		15,330,041.41
Debt Service Reserve Fund - 1/2 Requirement		787,983.59
Bond Discount	\$15.00 /\$1,000	246,975.00
Cost of Issuance		100,000.00
Contingency		0.00
		<u>16,465,000.00</u>

	Completion Year	Tax Collection Year	Single Family Homes			Duplexes			Multi-Family			Market Value	Assessed Value @ 7.20%
			Units Built	Unit Price	Cost	Units Built	Unit Price	Cost	Units Built	Unit Price	Cost		
			<i>3% inflation factor</i>			<i>3% inflation factor</i>			<i>3% inflation factor</i>				
1	2019	2021	43	450,000	19,350,000	31	375,000	11,625,000	68	325,000	22,100,000	53,075,000	3,821,400
2	2020	2022	84	463,500	38,934,000	57	386,250	22,016,250	97	334,750	32,470,750	93,421,000	6,726,312
3	2021	2023	45	477,405	21,483,225	32	397,838	12,730,800	68	344,793	23,445,890	57,659,915	4,151,514
4												0	0
			172		79,767,225	120		46,372,050	233		78,016,640	204,155,915	14,699,226

Belford Metropolitan District
Douglas County, Colorado
General Obligation Bonds

Summary of Lot Inventory

Lots Added to Tax Roll

Start Year	Collection Year	Single Family		Duplexes		Multi-Family		Totals AV						
		Lots	AV	Lots	AV	Lots	AV	Lots	AV					
2018	2020	43	50,000	2,150,000	623,500	31	30,000	930,000	269,700	68	25,000	1,700,000	493,000	1,386,200
2019	2021	84	51,500	4,326,000	1,254,540	57	30,900	1,761,300	510,777	97	25,750	2,497,750	724,348	2,489,665
2020	2022	45	53,045	2,387,025	692,237	32	31,827	1,018,464	295,355	68	26,523	1,803,530	523,024	1,510,616
														0
		172	154,545	8,863,025	2,570,277	120	92,727	3,709,764	1,075,832	233	77,273	6,001,280	1,740,371	5,386,480

Lots Deducted from Tax Roll

Collection Year	Single Family		Duplexes		AV		Multi-Family		Totals	
	Lots	AV	Lots	AV	Lots	AV	Lots	AV		
2021	43	623,500	31	269,700	68	493,000			1,386,200	
2022	84	1,254,540	57	510,777	97	724,348			2,489,665	
2023	45	692,237	32	295,355	68	523,024			1,510,616	
		172	2,570,277	120	1,075,832	233	1,740,371		5,386,480	

		Residential Lots Assessed Value (Added)	Residential Assessed Value Added (Collection Yr.)	Residential Lots Assessed Value (Deducted)	Total Assessed Value Added (Collection Yr.)	Market Re-valuation Rate	Re-valuation Value	Total Assessed Valuation
		3% bi-annually						
1	2018		0		0		0	0
2	2019				0		0	0
3	2020	1,386,200	0		1,386,200	3%	0	1,386,200
4	2021	2,489,665	3,821,400	(1,386,200)	4,924,865		0	6,311,065
5	2022	1,510,616	6,726,312	(2,489,665)	5,747,263	3%	189,332	12,247,659
6	2023		4,151,514	(1,510,616)	2,640,898		0	14,888,558
7	2024		0		0	3%	446,657	15,335,215
8	2025		0		0		0	15,335,215
9	2026		0		0	3%	460,056	15,795,271
10	2027		0		0		0	15,795,271
11	2028		0		0	3%	473,858	16,269,129
12	2029		0		0		0	16,269,129
13	2030		0		0	3%	488,074	16,757,203
14	2031		0		0		0	16,757,203
15	2032		0		0	3%	502,716	17,259,919
16	2033		0		0		0	17,259,919
17	2034		0		0	3%	517,798	17,777,717
18	2035				0		0	17,777,717
19	2036				0	3%	533,331	18,311,048
20	2037				0		0	18,311,048
21	2038				0	3%	549,331	18,860,380
22	2039				0		0	18,860,380
23	2040				0	3%	565,811	19,426,191
24	2041				0		0	19,426,191
25	2042				0	3%	582,786	20,008,977
26	2043				0		0	20,008,977
27	2044				0	3%	600,269	20,609,246
28	2045				0		0	20,609,246
29	2046				0	3%	618,277	21,227,523
30	2047				0		0	21,227,523
31	2048				0	3%	636,826	21,864,349
32	2049				0		0	21,864,349
		5,386,480	14,699,226	(5,386,480)	14,699,226			

Belford Metropolitan District
Douglas County, Colorado
General Obligation Bonds

Schedule of Development Fees					
Year	Single Family & Duplex Development		Multi-Family Development		Total Development Fees
	Units Completed	Fee \$25,000	Units Completed	Fee \$20,000	
2016	0	0	0	0	0
2017	0	0	0	0	0
2018	74	1,850,000	68	1,360,000	3,210,000
2019	141	3,525,000	97	1,940,000	5,465,000
2020	77	1,925,000	68	1,360,000	3,285,000
2021	0	0	0	0	0
2022	0	0	0	0	0
2023	0	0	0	0	0
2024	0	0	0	0	0
	292	7,300,000	233	4,660,000	11,960,000

Completion Year	Tax Collection Year					Market Value	Assessed Value @ 29.00%
		Office/Flex		Retail			
		Sq. Ft.	Market Value @ Price/ Sq.Ft. 150	Sq. Ft.	Market Value @ Price/ Sq.Ft. 200		
	2017	2019	0	0		0	0
	2018	2020		0		0	0
1	2019	2021	52,866	7,929,900	10,000	2,000,000	9,929,900 2,879,671
2	2020	2022	52,866	7,929,900	10,000	2,000,000	9,929,900 2,879,671
3	2021	2023	52,866	7,929,900	10,000	2,000,000	9,929,900 2,879,671
4	2022	2024	52,866	7,929,900	10,000	2,000,000	9,929,900 2,879,671
5	2023	2025	52,866	7,929,900	10,000	2,000,000	9,929,900 2,879,671
6	2024	2026	52,866	7,929,900	10,000	2,000,000	9,929,900 2,879,671
7	2025	2027	52,866	7,929,900	10,000	2,000,000	9,929,900 2,879,671
8	2026	2028	52,866	7,929,900	10,000	2,000,000	9,929,900 2,879,671
9	2027	2029	52,866	7,929,900	10,000	2,000,000	9,929,900 2,879,671
10	2028	2030	52,866	7,929,900	10,000	2,000,000	9,929,900 2,879,671
11	2029	2031	52,866	7,929,900	10,000	2,000,000	9,929,900 2,879,671
12	2030	2032	52,874	7,931,100	10,000	2,000,000	9,931,100 2,880,019
			634,400	95,160,000	120,000	24,000,000	119,160,000 34,556,400

	Year	Commercial Assessed Value Added (Collection Yr.)	Adjustments	Total Assessed Value Added (Collection Yr.)	Market Re-valuation Rate	Total Assessed Valuation
					2% bi-annually	
0	2017			0		0
1	2018	0		0	2%	0
2	2019	0		0		0
3	2020	0		0	2%	0
4	2021	2,879,671		2,879,671		2,879,671
5	2022	2,879,671		2,879,671	2%	5,816,935
6	2023	2,879,671		2,879,671		8,696,606
7	2024	2,879,671		2,879,671	2%	11,750,210
8	2025	2,879,671		2,879,671		14,629,881
9	2026	2,879,671		2,879,671	2%	17,802,149
10	2027	2,879,671		2,879,671		20,681,820
11	2028	2,879,671		2,879,671	2%	23,975,128
12	2029	2,879,671		2,879,671		26,854,799
13	2030	2,879,671		2,879,671	2%	30,271,566
14	2031	2,879,671		2,879,671		33,151,237
15	2032	2,880,019		2,880,019	2%	36,694,280
16	2033	0		0		36,694,280
17	2034	0		0	2%	37,428,166
18	2035	0		0		37,428,166
19	2036	0		0	2%	38,176,729
20	2037	0		0		38,176,729
21	2038	0		0	2%	38,940,264
22	2039	0		0		38,940,264
23	2040	0		0	2%	39,719,069
24	2041	0		0		39,719,069
25	2042	0		0	2%	40,513,450
26	2043			0		40,513,450
27	2044			0	2%	41,323,719
28	2045			0		41,323,719
29	2046			0	2%	42,150,194
30	2047			0		42,150,194
31	2048			0	2%	42,993,198
32	2049			0		42,993,198
		34,556,400	0	34,556,400		

Douglas County, Colorado
General Obligation Bonds
Series 2020

Schedule of Development Fees

Year	Average Sq. Feet	Development Fee \$25,000 / 6,042 SFE	Average Sq. Feet	Development Fee \$25,000 / 4,444 SFE	Total Fees
2017					
2018				0	0
2019	52,866	218,747	10,000	56,250	274,997
2020	52,866	218,747	10,000	56,250	274,997
2021	52,866	218,747	10,000	56,250	274,997
2022	52,866	218,747	10,000	56,250	274,997
2023	52,866	218,747	10,000	56,250	274,997
2024	52,866	218,747	10,000	56,250	274,997
2025	52,866	218,747	10,000	56,250	274,997
2026	52,866	218,747	10,000	56,250	274,997
2027	52,866	218,747	10,000	56,250	274,997
2028	52,866	218,747	10,000	56,250	274,997
2029	52,866	218,747	10,000	56,250	274,997
2030	52,874	218,779	10,000	56,250	275,029
2031	0				
	634,400	2,625,000	120,000	675,000	3,300,000

Belford Metropolitan District
Douglas County, Colorado
General Obligation Bonds

Residential Operating Mill Levy Schedule

Collection Year	Assessed Valuation	O & M Levy	O & M Revenue	O & M Expense 2% Inflation	Transfer From Revenue	Annual Surplus/ (Deficit)	Balance Plus Interest @ 5%	5% Interest
2018	0							
2019	0							
2020	1,386,200	4.000	5,545	50,000	50,000	5,545	5,545	277
2021	6,311,065	4.000	25,244	51,000	0	(25,756)	(19,934)	(997)
2022	12,247,659	4.000	48,991	52,020		(3,029)	(23,960)	(1,198)
2023	14,888,558	4.000	59,554	53,060		6,494	(18,664)	(933)
2024	15,335,215	4.000	61,341	54,122		7,219	(12,378)	(619)
2025	15,335,215	4.000	61,341	55,204		6,137	(6,860)	(343)
2026	15,795,271	4.000	63,181	56,308		6,873	(330)	(16)
2027	15,795,271	3.660	57,811	57,434		376	30	1
2028	16,269,129	3.601	58,583	58,583		0		
2029	16,269,129	3.673	59,755	59,755		0		
2030	16,757,203	3.637	60,950	60,950		0		
2031	16,757,203	3.710	62,169	62,169		0		
2032	17,259,919	3.674	63,412	63,412		0		
2033	17,259,919	3.747	64,680	64,680		0		
2034	17,777,717	3.711	65,974	65,974		0		
2035	17,777,717	3.785	67,293	67,293		0		
2036	18,311,048	3.749	68,639	68,639		0		
2037	18,311,048	3.823	70,012	70,012		0		
2038	18,860,380	3.786	71,412	71,412		0		
2039	18,860,380	3.862	72,841	72,841		0		
2040	19,426,191	3.825	74,297	74,297		0		
2041	19,426,191	3.901	75,783	75,783		0		
2042	20,008,977	3.863	77,299	77,299		0		
2043	20,008,977	3.940	78,845	78,845		0		
2044	20,609,246	3.902	80,422	80,422		0		
2045	20,609,246	3.980	82,030	82,030		0		
2046	21,227,523	3.942	83,671	83,671		0		
2047	21,227,523	4.020	85,344	85,344		0		
2048	21,864,349	3.981	87,051	87,051		0		
2049	21,864,349							
			1,893,471	1,939,612		3,859		(3,828)

Belford Metropolitan District
Douglas County, Colorado
General Obligation Bonds

Commercial Operating Mill Levy Schedule

Collection Year	Assessed Valuation	O & M Levy	O & M Revenue	O & M Expense 2% Inflation	Annual Surplus/ (Deficit)	Balance Plus Interest @ 5%	5% Interest
2019	0						
2020	0						
2021	2,879,671	3.000	8,639	50,000	(41,361)	(41,361)	(2,068)
2022	5,816,935	3.000	17,451	51,000	(33,549)	(76,978)	(3,849)
2023	8,696,606	3.000	26,090	52,020	(25,930)	(106,757)	(5,338)
2024	11,750,210	3.000	35,251	53,060	(17,810)	(129,905)	(6,495)
2025	14,629,881	3.000	43,890	54,122	(10,232)	(146,632)	(7,332)
2026	17,802,149	3.000	53,406	55,204	(1,798)	(155,761)	(7,788)
2027	20,681,820	3.000	62,045	56,308	5,737	(157,812)	(7,891)
2028	23,975,128	3.000	71,925	57,434	14,491	(151,212)	(7,561)
2029	26,854,799	3.000	80,564	58,583	21,981	(136,791)	(6,840)
2030	30,271,566	3.000	90,815	59,755	31,060	(112,570)	(5,629)
2031	33,151,237	3.000	99,454	60,950	38,504	(79,695)	(3,985)
2032	36,694,280	3.000	110,083	62,169	47,914	(35,765)	(1,788)
2033	36,694,280	2.760	101,276	63,412	37,864	310	16
2034	37,428,166	1.728	64,680	64,680	0		
2035	37,428,166	1.763	65,974	65,974	0		
2036	38,176,729	1.763	67,293	67,293	0		
2037	38,176,729	1.798	68,639	68,639	0		
2038	38,940,264	1.798	70,012	70,012	0		
2039	38,940,264	1.834	71,412	71,412	0		
2040	39,719,069	1.834	72,841	72,841	0		
2041	39,719,069	1.871	74,297	74,297	0		
2042	40,513,450	1.871	75,783	75,783	0		
2043	40,513,450	1.908	77,299	77,299	0		
2044	41,323,719	1.908	78,845	78,845	0		
2045	41,323,719	1.946	80,422	80,422	0		
2046	42,150,194	1.946	82,030	82,030	0		
2047	42,150,194	1.985	83,671	83,671	0		
2048	42,993,198	1.985	85,344	85,344	0		
2049	42,993,198	2.025	87,051	87,051	0		
2050							
			2,006,484	1,939,612	66,872		(66,546)

EXHIBIT H

Indemnification Letters

Developer's Letter

{date – on or after date of Service Plan approval}

Town of Parker
20120 E. Mainstreet
Parker, CO 80138-7334

RE: Belford South Metropolitan District

To the Town Council:

This Indemnification Letter (the "**Letter**") is delivered by the undersigned (the "**Developer**") in connection with the review by the Town of Parker (the "**Town**") of the Service Plan, including all amendments heretofore or hereafter made thereto (the "**Service Plan**") for the Belford South Metropolitan District (the "**District**"). Developer, for and on behalf of itself and its transferees, successors and assigns, represents, warrants, covenants and agrees to and for the benefit of the Town as follows:

1. Developer hereby waives and releases any present or future claims it might have against the Town or the Town's elected or appointed officers, employees, agents, contractors or insurers (the "**Released Persons**") in any manner related to or connected with the Service Plan or any action or omission with respect thereto. Developer further hereby agrees to indemnify and hold harmless the Released Persons from and against any and all liabilities resulting from any and all claims, demands, suits, actions or other proceedings of whatsoever kind or nature made or brought by any third party, including attorneys' fees and expenses and court costs, which directly or indirectly or purportedly arise out of or are in any manner related to or connected with any of the following: (a) the Service Plan or any document or instrument contained or referred to therein; or (b) the formation of the District; or (c) any actions or omissions of the Developer or the District, or their agents, in connection with the District, including, without limitation, any actions or omissions of the Developer or District, or their agents, in relation to any bonds or other financial obligations of the District or any offering documents or other disclosures made in connection therewith. Developer further agrees to investigate, handle, respond to and to provide defense for and defend against, or at the Town's option to pay the attorneys' fees and expenses for counsel of the Town's choice for any such liabilities, claims, demands, suits, actions or other proceedings.

2. Developer hereby consents to the Debt Instrument Disclosure Requirements as set forth in Section VI.F of the Service Plan, acknowledges the Town's right to modify the required disclosures, and waives and releases the Town from any claims Developer might have based on or relating to the use of or any statements made or to be made in such disclosures (including any modifications thereto).

3. This Letter has been duly authorized and executed on behalf of Developer.

Very truly yours,

470 Compark LLC, a Colorado limited liability
company

By: _____

Name: _____

Title: _____

District's Letter

{date – date of organizational meeting}

Town of Parker
20120 E. Mainstreet
Parker, CO 80138-7334

RE: Belford South Metropolitan District

To the Town Council:

This Indemnification Letter (the “**Letter**”) is delivered by the Belford South Metropolitan District (the “**District**”) in order to comply with the Service Plan, including all amendments heretofore or hereafter made thereto (the “**Service Plan**”) for the District. The District, for and on behalf of itself and its transferees, successors and assigns, represents, warrants, covenants and agrees to and for the benefit of the Town as follows:

1. The District hereby waives and releases any present or future claims it might have against the Town or the Town's elected or appointed officers, employees, agents, contractors or insurers (the “**Released Persons**”) in any manner related to or connected with the Service Plan or any action or omission with respect thereto. To the fullest extent permitted by law, the District hereby agrees to indemnify and hold harmless the Released Persons from and against any and all liabilities resulting from any and all claims, demands, suits, actions or other proceedings of whatsoever kind or nature made or brought by any third party, including attorneys' fees and expenses and court costs, which directly or indirectly or purportedly arise out of or are in any manner related to or connected with any of the following: (a) the Service Plan or any document or instrument contained or referred to therein; or (b) the formation of the District; or (c) any actions or omissions of the District, 470 Compark LLC (the “**Developer**”), or their agents, in connection with the District, including, without limitation, any actions or omissions of the District or Developer, or their agents, in relation to any bonds or other financial obligations of the District or any offering documents or other disclosures made in connection therewith. The District further agrees to investigate, handle, respond to and to provide defense for and defend against, or at the Town's option to pay the attorneys' fees and expenses for counsel of the Town's choice for any such liabilities, claims, demands, suits, actions or other proceedings.

2. It is understood and agreed that neither the District nor the Town waives or intends to waive the monetary limits (presently \$350,000 for an injury to one person in any single occurrence, and \$990,000 for an injury to two or more persons in any single occurrence, except that in such instance, no person may recover in excess of \$350,000) or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, Section 24-10-101, et seq., C.R.S., as is from time to time amended, or otherwise available to the Town, the District, its officers, or its employees.

3. The District hereby consents to the Debt Instrument Disclosure Requirements as set forth in Section VI.F of the Service Plan, acknowledges the Town's right to modify the required disclosures, and waives and releases the Town from any claims the District might have

based on or relating to the use of or any statements made or to be made in such disclosures (including any modifications thereto).

4. This Letter has been duly authorized and executed on behalf of the District.

Very truly yours,

BELFORD SOUTH METROPOLITAN
DISTRICT

By: _____, President

Attest:

Secretary

EXHIBIT I

Intergovernmental Agreement

TOWN OF PARKER AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF PARKER, COLORADO AND THE BELFORD SOUTH METROPOLITAN DISTRICT

THIS **AGREEMENT** is made and entered into as of this ____ day of _____, 20__, by and between the **TOWN OF PARKER**, a home rule municipal corporation of the State of Colorado (the "**Town**"), and the **BELFORD SOUTH METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (the "**District**"). The Town and the District are individually referred to as a "**Party**" and collectively referred to as the "**Parties**."

WITNESSETH:

WHEREAS, C.R.S. Section 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 Original Service Plan and, as required therein, entered into that certain Intergovernmental Agreement with the Town, dated as of September 6, 2016 (the "**Original IGA**"); and

WHEREAS, the Original Service Plan has been fully amended and restated by that certain First Amended and Restated Service Plan approved by the Town on _____, 2018 (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, it is the Town's policy that special districts located within residential and commercial projects shall share in regional public improvements, and the model intergovernmental agreement required by Chapter 10.11 of the Town Code includes provisions for special districts to provide regional improvement funds; and

WHEREAS, the Town, the Arapahoe County Water and Wastewater Authority, and 470 Compark LLC ("**Developer**") entered into that certain Compark Village South Annexation Agreement dated January 5, 2015 (the "**Annexation Agreement**"), which Annexation Agreement requires the Developer, its successors or assigns, to construct and/or fund certain regional improvements in connection with development of the property within and without the boundaries of the District; and

WHEREAS, given the requirements set forth in the Annexation Agreement and Subdivision Agreement applicable to development of the property located within the District's boundaries, including but not limited to required completion of transportation improvements to roads within and in the vicinity of the District, the Town finds that a regional improvement fund contribution is not required in connection with approval of the District's initial Service Plan; and

WHEREAS, the Parties have determined that any capitalized term not specifically defined in this Agreement shall have that meaning as set forth in the Service Plan; 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 Intergovernmental Agreement ("**Agreement**") to address certain matters related to the organization, powers and authorities of the District and that this Agreement shall modify, replace, restate and supersede the Original IGA in its entirety.

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. Incorporation of Recitals. The foregoing recitals are hereby incorporated into and made a part of this Agreement.

2. Regional Improvements Funding. [INTENTIONALLY OMITTED]

3. Use of Regional Improvements Funds. [INTENTIONALLY OMITTED]

4. Deposit of Regional Improvements Funds. [INTENTIONALLY OMITTED]

5. Operations and Maintenance.

A. 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 final approved plats and subdivision agreements for the property located within the District's boundaries, other rules and regulations of the Town, and applicable provisions of the Town Code. The District shall not be authorized to own, operate and maintain any part or all of the Public Improvements, except as specifically provided for in the following Subsection 5.B. of this Agreement or separate agreement with the Town.

B. The District is authorized to own, operate and maintain, and contract with a homeowners' association for the operations and maintenance of the Green Acres Tributary Channel/Detention Pond Improvements and the Happy Canyon Creek Tributary Channel Improvements, which improvements are collectively described as the "**Storm Drainage Improvements**" on Exhibit E to the Service Plan. The Storm Drainage Improvements to be owned, operated and maintained by the District, or to be operated and maintained by the District pursuant to a contract with a homeowners' association, shall be as specifically and finally determined by the Town consistent with the applicable subdivision plat and subdivision agreement. The District shall not operate or maintain any other improvements unless the Town

Council has first approved and executed an amendment to this Agreement to authorize the District's operation and maintenance of specific additional improvements.

C. The District may enter into an agreement with an owners association for the maintenance of District-funded Storm Drainage Improvements. The District will own such Storm Drainage Improvements for so long as required for any tax-exempt bonds that provided the funding for the improvement remain outstanding. Maintenance responsibilities shall be consistent with the maintenance entity designated in the applicable subdivision plat and subdivision agreement.

D. The District may fund through an operation and maintenance mill levy the costs of operation and maintenance of the Storm Drainage Improvements. Therefore, the District is authorized to impose for the purpose of operation and maintenance of the Storm Drainage Improvements a mill levy of not more than ten (10) mills (the "**Drainage O & M Mill Levy**"). For any period that the District imposes any portion of the Drainage O & M Mill Levy authorized under this Subsection 5.D., the District shall operate and maintain the Storm Drainage Improvements for which such mill levy was imposed, and the revenues from such Drainage O & M Mill Levy may only be used for such operations and maintenance of Storm Drainage Improvements. The Drainage O & M Mill Levy shall not be subject to Gallagher Adjustment. Further, the District's mill levies shall never exceed the Maximum Debt Mill Levy (currently 47.347 mills, subject to Gallagher Adjustment) plus the Drainage O & M Mill Levy (maximum 10 mills, not subject to Gallagher Adjustment).

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 not 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:

(“**Company**”) is an External Financial Advisor within the meaning of the District’s Service Plan.

Company certifies 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 Company and based upon Company’s 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 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 and Belford North Metropolitan District, collectively, shall not issue Debt in excess of \$31,000,000 in total aggregate principal amount.

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. Development Fees. The District is authorized to assess and collect a Development Fee in the maximum amounts described in Section VI.E of the Service Plan for the purpose of planning, design, acquisition, construction, installation, relocation, redevelopment and financing of certain regional water, regional wastewater, regional drainage, and Belford Avenue regional roadway improvements necessary to serve the Project and to provide water and wastewater service and Belford Avenue access to neighboring properties, which improvements are as set forth in the Capital Plan. The District shall not impose or assess any other fees, rates, tolls, penalties, or charges, or use Development Fee revenues for purposes other than costs of Public Improvements set forth in the approved Capital Plan, without first obtaining Town approval of an amendment to its Service Plan, which amendment shall be deemed to be a material modification of the Service Plan.

14. 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. 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.

15. Service Plan Amendment Requirement. Any action of the District which violates the limitations set forth in Sections V.A.1-15 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.

16. 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.

17. Annual Report. The District shall submit an annual report ("**Annual Report**") to the Town not later than September 1 of each calendar 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.

18. 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: Belford South Metropolitan District
c/o McGeady Becher P.C.
450 East 17th Avenue, Suite 400
Denver, CO 80203
Attn: MaryAnn M. McGeady
Phone: (303) 592-4380
Fax: (303) 592-4385

To the Town: Town of Parker
20120 E. Mainstreet
Parker, CO 80138-7334
Attn: Town Attorney
cc: 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.

19. 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.

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, phrase, or other provision shall not affect any of the remaining provisions of this Agreement.

e. Execution of Documents. This Agreement may 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 merges and supersedes all prior negotiations, representations, and agreements between the Parties hereto relating to the subject matter hereof and this Agreement, together with the Service Plan and Annexation Agreement 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

By: _____
_____, Mayor

ATTEST:

_____, Town Clerk

APPROVED AS TO FORM:

_____, Town Attorney

**BELFORD SOUTH METROPOLITAN
DISTRICT**, a quasi-municipal corporation
and political subdivision of the State of
Colorado

By: _____
_____, President

ATTEST:

_____, Secretary

RESOLUTION NO. 18-031, Series of 2018

TITLE: A RESOLUTION TO APPROVE THE SERVICE PLAN FOR BELFORD NORTH METROPOLITAN DISTRICT

WHEREAS, THE TOWN COUNCIL OF PARKER FINDS:

A. That a Service Plan (“Service Plan”) for the organization of the Belford North Metropolitan District (“the District”) was filed in the office of the Town Clerk of the Town of Parker; and

B. That pursuant to statute and the Town of Parker Municipal Code, the Town Council has authority to review the Service Plan with reference to need, service and economic feasibility; and

C. That the Town Council has reviewed the Service Plan, the evidence and related exhibits, and has determined that the same meets the municipal approval criteria under the Special District Act and Town of Parker Municipal Code, and therefore, has determined to adopt a resolution of conditional approval of the Service Plan for the proposed District; and

D. Upon consideration of the Service Plan for the proposed District, and evidence at the public hearing on the Service Plan, the Town Council does find, determine and declare, as required by Section 32-1-203(2), C.R.S. and the Town of Parker Municipal Code, as follows:

1. That there is sufficient existing and projected need for organized service in the area to be serviced by the proposed District;

2. That the existing service in the area to be served by the proposed District is inadequate for present and projected needs;

3. That the proposed District is capable of providing economical and sufficient service to the area within its proposed boundaries;

4. That the area to be included in the proposed District has, or will have, the financial ability to discharge the proposed indebtedness on a reasonable basis;

5. That adequate service is not or will not be available to the area through the Town or other existing quasi-municipal corporations, including existing districts, within a reasonable time and on a comparable basis;

6. That the facility and service standards of the proposed District are compatible with the facility and service standards of the Town;

7. That the proposal is in substantial compliance with the Town's master plan;

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

9. That the creation of the District will be in the best interests of the area proposed to be served;

10. That the creation of the District will be in the best interests of the residents or future residents of the area proposed to be served;

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

12. That the creation of the District will not foster urban development that is remote from or incapable of being integrated with existing urban areas, or place a burden on the Town or adjacent jurisdictions to provide urban services to residents of the proposed District.

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

Section 1. The Town Council of the Town of Parker hereby determines that upon consideration of the Service Plan ("Service Plan"), and all evidence disclosed at the public hearing on the Service Plan, including, without limitation, the representations by and on behalf of the representatives of the District proponents, the Service Plan for the Belford North Metropolitan District ("the District") shall be and the same is hereby approved, subject to the conditions set forth in Section 2, below.

Section 2. The Town Council of the Town of Parker, pursuant to Section 32-1-204.5(1)(c), C.R.S., and the Parker Municipal Code, hereby imposes the following conditions upon its approval of the Service Plan:

a. Prior to the hearing date set by the District Court of Douglas County, pursuant to Section 32-1-304, C.R.S., the complete, fully and properly executed originals of the following documents shall be filed with the Town Clerk for the proposed District: the property owners' consent(s); the engineer's stamped opinion of probable costs; the final Financial Plan and certification; and the Project Developer's indemnification letter that are required under the Service Plan and set forth, respectively, in Exhibits C-2, E, G and H to the Service Plan.

b. At its first meeting after its organizational election, the District shall execute the District's indemnification letter and the Intergovernmental Agreement with the Town ("IGA") that are required under the Service Plan and set forth in Exhibits H and I to the Service Plan and promptly deliver executed originals thereof to the Town.

RESOLVED AND PASSED this ____ day of _____, 2018.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

SERVICE PLAN
FOR
BELFORD NORTH METROPOLITAN DISTRICT
TOWN OF PARKER, COLORADO

Prepared
by
McGeady Becher P.C.
450 E. 17th Avenue, Suite 400
Denver, CO 80203

Submitted: March 2, 2018

Approved: _____

Initials: _____

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LIST OF EXHIBITS

EXHIBIT A	Belford North Metropolitan District Boundaries Legal Description
EXHIBIT B	Parker Vicinity Map
EXHIBIT C-1	District Boundary Map
EXHIBIT C-2	Proof of Ownership and Consents for all Properties within the District Boundaries
EXHIBIT D	Chambers Highpoint Property
EXHIBIT E	Capital Plan and Engineer's Opinion of Probable Cost
EXHIBIT F	Maps Depicting Public Improvements
EXHIBIT G	Financial Plan
EXHIBIT H	Indemnification Letters
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I. INTRODUCTION

A. Purpose and Intent.

The District is an independent unit of local government, separate and distinct from the Town, and, except as may otherwise be provided for by State or local law, or this Service Plan, its activities are subject to review by the Town only insofar as they may deviate in a material matter from the requirements of the Service Plan, Chapter 10.11 of the Town Code or the Intergovernmental Agreement. It is intended that the District, together with Belford South Metropolitan District (defined herein as “**BSMD**”), will provide a part or all of the Public Improvements for the use and benefit of all anticipated inhabitants and taxpayers of the Project. The primary purpose of the District will be to finance the construction of these Public Improvements.

The District is not being created to provide ongoing operations and maintenance services other than as specifically set forth in this Service Plan and the Intergovernmental Agreement.

The Developer previously organized BSMD, which operates pursuant to its service plan as approved by the Town Council on March 21, 2016 (defined herein as the “**BSMD Service Plan**”). It is intended that BSMD will be the residential district and the District will be the commercial district and that all residential real property within the Project will be located within BSMD and not in the District. As such, it is a requirement of this Service Plan that all property in the Service Area classified as “residential” shall be located in BSMD, and that all property classified as “commercial” shall be located within the boundaries of the District. No property within the Service Area may be located within both the District and BSMD. For purposes of this Service Plan, “commercial property” shall mean all property other than “residential real property” as that term is defined in Article X, Section 3(1)(b) of the Colorado Constitution. There are two goals of this distinction: (1) to have similarly situated properties governed by common interests, and (2) to apply a lower maximum tax burden on residential owners. As such, no commercial property shall be located in BSMD as the residential district, and no residential property shall be located in the District as the commercial district. The foregoing shall not prohibit the District and BSMD from sharing the costs of Public Improvements in compliance with the provisions of this Service Plan and the BSMD Service Plan and applicable law.

B. Need for the District.

There are currently no other governmental entities, including the Town, located in the immediate vicinity of the Belford Districts that consider it desirable, feasible or practical to undertake the planning, design, acquisition, construction, installation, relocation, redevelopment, and financing of the Public Improvements needed for the Project. Formation of the District is therefore necessary in order for the Public Improvements required for the Project to be provided in the most economic manner possible.

C. Objective of the Town Regarding District's Service Plan.

The Town's objective in approving the Service Plan for the District is to authorize the District to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment and financing of the Public Improvements from the proceeds of Debt to be issued by the District. All Debt is expected to be repaid by limited taxes imposed and collected for no longer than the Maximum Debt Mill Levy Imposition Term for residential properties and at a tax mill levy no higher than the Maximum Debt Mill Levy. Debt which is issued within these parameters (as further described in the Financial Plan) will insulate property owners from excessive tax burdens to support the servicing of the Debt and will result in a timely and reasonable discharge of the Debt.

This Service Plan is intended to establish a limited purpose for the District and explicit financial constraints that are not to be violated under any circumstances. The primary purpose of the District is to provide for the Public Improvements associated with the Project, including those regional improvements necessitated by the Project. Ongoing operational and maintenance activities may be allowed, but only as specifically provided for in the Intergovernmental Agreement.

It is the intent of the District to dissolve upon payment or defeasance of all Debt incurred or upon a court determination that adequate provision has been made for the payment of all Debt, and if the District has authorized operating functions under an intergovernmental agreement with the Town, to retain only the power necessary to impose and collect taxes or fees to pay for these costs.

The District shall be authorized to finance the Public Improvements that can be funded from Debt to be repaid from tax revenues collected from a mill levy which shall not exceed the Maximum Debt Mill Levy and which shall not exceed the Maximum Debt Mill Levy Imposition Term on residential properties. It is the intent of this Service Plan to assure to the extent possible that no property bear an economic burden that is greater in amount than that associated with the Maximum Debt Mill Levy and that no property developed for a residential use bear an economic burden that is longer in duration than that associated with the Maximum Debt Mill Levy Imposition Term, even under bankruptcy or other unusual situations. Generally, the cost of Public Improvements that cannot be funded within these parameters and the financing capacity of the District are not costs to be paid by the District. Costs of required Public Improvements that cannot be financed by the Belford Districts are expected to be financed by the developer of the Project.

II. DEFINITIONS

In this Service Plan, the following terms shall have the meanings indicated below, unless the context hereof clearly requires otherwise:

Approved Development Plan: means a development plan or other process established by the Town (including, but not limited to, approval of a final plat, minor development plat or site plan by the Town planning commission or by the Town Council) for identifying, among other things, Public Improvements necessary for facilitating development for

property within the Project as approved by the Town pursuant to the Town Code and as amended pursuant to the Town Code from time to time. An Approved Development Plan does not include any plan, process or approval denoted as preliminary under the Town Code.

Belford Districts: means the District and BSMD, collectively.

BSMD: means the Belford South Metropolitan District.

BSMD Service Plan: means the service plan of BSMD as approved by the Town Council on March 21, 2016, as the same has been or may be modified, amended or amended and restated from time to time.

Board: means the board of directors of the District.

Bond, Bonds or Debt: means bonds or other obligations for the payment of which the District has promised to impose an ad valorem property tax mill levy.

Capital Plan: means the Capital Plan described in Section V.B which includes: (a) a comprehensive list of the Public Improvements to be developed by the Belford Districts; (b) an engineer's estimate of the cost of the Public Improvements; and (c) a pro forma capital expenditure plan correlating expenditures with development.

Chambers Highpoint Property: means that property within the initial boundaries of Chambers Highpoint Metropolitan District Nos. 1 and 2, as described in **Exhibit D**.

Developer: means 470 Compark LLC, its successors and assigns.

Development Fee: means the one-time development or system development fee imposed by the District on a per unit (residential) or per SFE (non-residential) basis at or prior to the issuance of a certificate of occupancy for any unit or structure to assist with the planning and development of the Public Improvements, subject to the limitations set forth in Section V.I.E of the Service Plan. The Development Fee may be used to finance, plan, acquire, and construct the Public Improvements, and pay debt service.

District: means the Belford North Metropolitan District.

District Boundaries: means the boundaries of the area described in the District Boundary Map.

District Boundary Map: means the map attached hereto as **Exhibit C-1**, describing the District Boundaries.

External Financial Advisor: means a consultant that: (1) advises Colorado governmental entities on matters relating to the issuance of securities by Colorado governmental entities, including matters such as the pricing, sales and marketing of such securities and the procuring of bond ratings, credit enhancement and insurance in respect of such securities; (2) shall be an underwriter, investment banker, or individual listed as a public

finance advisor in the Bond Buyer's Municipal Market Place; and (3) is not an officer or employee of the District and has not been otherwise engaged to provide services in connection with the transaction related to the applicable Debt.

Financial Plan: means the Financial Plan of the Belford Districts described in Section VI which describes (a) how the Public Improvements are to be financed; (b) how the Debt is expected to be incurred; (c) the estimated operating revenue derived from property taxes for the first budget year; (d) the total amount of Debt planned for at least the five-year period commencing with the formation of each of the Belford Districts, respectively; (e) all proposed sources of revenue and projected expenses for each of the Belford Districts, as well as the assumptions upon which they are based, for at least a ten-year period from the date of each of the respective Belford District's formation; (f) the dollar amount of any anticipated financing, including capitalized interest, costs of issuance, estimated maximum rates and discounts, and any expenses related to the organization and initial operation of each of the Belford Districts; (g) a detailed repayment plan covering the life of any financing, including the frequency and amounts to be collected from all sources; (h) the amount of any reserve fund and the expected level of annual Debt service coverage which will be maintained for any financing; (i) the aggregate total authorized Debt for the Belford Districts; (j) the provisions regarding any credit enhancement, if any, for the proposed financing, including, but not limited to, letters of credit and insurance; and (k) a list and written explanation of potential risks of the financing.

Intergovernmental Agreement: means the intergovernmental agreement required by Town Code Section 10.11.140(a), and attached hereto as **Exhibit I**.

Map Depicting Public Improvements: means the map attached hereto as **Exhibit F**, showing the location(s) of the Public Improvements listed in the Capital Plan.

Maximum Debt Mill Levy: means the maximum mill levy the District is permitted to impose for payment of District administrative operating expenses and Debt, as set forth in Section VI.C below.

Maximum Debt Mill Levy Imposition Term: means the maximum term for imposition of a mill levy on a particular property developed for residential uses as set forth in Section VI.D below.

Project: means the development or property commonly referred to as Belford, which comprises property within the District and BSMD.

Proof of Ownership: means a current title commitment showing ownership and all encumbrances on all properties within the District Boundaries, or other documentation acceptable to the Town Attorney.

Public Improvements: means a part or all of the improvements authorized to be planned, designed, acquired, constructed, installed, relocated, redeveloped as part of an Approved Development Plan, and financed as generally described in the Special District Act, except as specifically limited in Section V below, to serve the future taxpayers and inhabitants of

the Project as determined by the Board of the District and the Board of Directors of BSMD.

Service Area: means the property within the boundaries of the Belford Districts, collectively.

Service Plan: means this service plan for the District approved by Town Council.

Service Plan Amendment: means an amendment to the Service Plan approved by Town Council in accordance with Chapter 10.11 of the Town Code and the applicable state law.

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

Special District Act: means Section 32-1-101, *et seq.*, of the Colorado Revised Statutes, as amended from time to time.

State: means the State of Colorado.

Town: means the Town of Parker, Colorado.

Town Code: means the Town of Parker Municipal Code, as may be amended and in effect from time to time.

Town Council: means the Town Council of the Town of Parker, Colorado.

III. BOUNDARIES

The area of the District Boundaries includes approximately 65.48 acres. A legal description of the District Boundaries is attached hereto as **Exhibit A**. A map of the District Boundaries is attached hereto as **Exhibit C-1**. Proof of Ownership and consents of the owners to organization of the District for all properties within the District Boundaries is attached hereto as **Exhibit C-2**. A vicinity map is attached hereto as **Exhibit B**. The District's Boundaries are not anticipated to change due to inclusions and exclusions pursuant to C.R.S. §§ 32-1-401, *et seq.*, and C.R.S. §§ 32-1-501, *et seq.*, as amended. However, if the District determines to include or exclude property, such inclusions and/or exclusions shall be subject to the limitations set forth in Article V below. The boundaries of the District shall not overlap with the boundaries of any other district formed pursuant to Title 32, C.R.S. for financing of Public Improvements unless the aggregate mill levy for payment of Debt of the overlapping Districts will not at any time exceed the Maximum Debt Mill Levy.

IV. PROPOSED LAND USE/POPULATION PROJECTIONS/ASSESSED VALUATION

The Service Area consists of approximately 150 acres of land. The current assessed valuation of the property within the District Boundaries is assumed to be \$0.00, for purposes of this Service Plan and, at build-out, is expected to be sufficient to reasonably discharge the Debt

under the Financial Plan. The non-residential density of the District at build-out is estimated to be approximately 500,000 to 750,000 square feet.

Approval of this Service Plan by the Town does not imply approval of the development of a specific area within the District, nor does it imply approval of the number of residential units or the total site/floor area of commercial or industrial buildings which may be identified in this Service Plan or any of the exhibits attached thereto. The permitted level of development within the District is as contained within an Approved Development Plan.

Approval of this Service Plan by the Town in no way releases or relieves the developer of the Project, or the landowner or any subdivider of the Project property, or any of their respective successors or assigns, of obligations to construct Public Improvements for the Project or of obligations to provide to the Town such financial guarantees as may be required by the Town to ensure the completion of the Public Improvements, or of any other obligations to the Town under the Town Code or any applicable annexation agreement, subdivision agreement, or other agreements affecting the Project property or development thereof.

V. DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS AND SERVICES

A. Powers of the District and Service Plan Amendment.

The District shall have the power and authority to provide the Public Improvements within and without the boundaries of the District as such power and authority is described in the Special District Act, and other applicable statutes, common law and the Constitution, subject to the limitations set forth in this Service Plan and the Intergovernmental Agreement.

1. **Operations and Maintenance Limitation.** The purpose of the District is to plan for, design, acquire, construct, install, relocate, redevelop and finance 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 Approved Development Plan, other rules and regulations of the Town, and applicable provisions of the Town Code, all as directed by the Town. The District shall not be authorized to operate and maintain any part or all of the Public Improvements or any other improvements, public or private, unless specifically provided for in the Intergovernmental Agreement.

2. **Fire Protection Limitation.** 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 such facilities and services are provided pursuant to an intergovernmental agreement with the Town. The authority to plan for, design, acquire, construct, install, relocate, redevelop or finance fire hydrants and related improvements installed as part of the water system shall not be limited by this provision.

3. **Television Relay and Translation; Mosquito Control, and Other Limitations.** Unless such facilities and services are provided pursuant to an intergovernmental 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.

4. Construction Standards Limitation. 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, and of those special districts that qualify as "interested persons" under Section 32-1-204(1), C.R.S., as applicable. The District will obtain the Town's approval of civil engineering plans and will obtain applicable permits for construction and installation of the Public Improvements prior to performing such work.

5. Property Acquisition Limitation; Transfer Requirement. The District shall not exercise any power of dominant eminent domain against the Town without the prior written consent of the Town. The District shall at no expense to the Town transfer to the Town all rights-of-way, fee interests and easements that the Town determines are necessary for access to and operation and maintenance of the Public Improvements, consistent with the Approved Development Plan and to the extent such interests have not been acquired by the Town through such Development Plan process.

6. Privately Placed Debt Limitation. Prior to the issuance of any privately placed 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.

7. Inclusion and Exclusion Limitations. The District shall not include within any of its boundaries any residential property without the prior written consent of the Town Council. The District shall not include within any of its boundaries any property outside the Service Area 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.

8. Initial Debt Limitation; Debt Issuance Limitation.

(a) On or before the effective date of approval of an Approved Development Plan, the District shall not: (i) issue any Debt; nor (ii) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the Debt service funds; nor (iii) impose or collect any fees or revenues from any other source for the purpose of repayment of Debt.

9. Total Debt Issuance Limitation. The Belford Districts, collectively, shall not issue Debt in excess of \$31,000,000 total aggregate principal amount.

10. 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 for which the Town is eligible to apply for, except as may be specifically authorized in an intergovernmental agreement with the Town. This Section shall not apply to specific ownership taxes which shall be distributed to and be a revenue source for the District without any limitation.

11. Consolidation Limitation. 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.

12. Bankruptcy Limitation. All of the limitations contained in this Service Plan, including, but not limited to, those pertaining to the Maximum Debt Mill Levy, the total debt issuance limitation, and the Maximum Debt Mill Levy Imposition Term have been established under the authority of the Town to approve a Service Plan with conditions pursuant to Section 32-1-204.5, C.R.S. It is expressly intended that such limitations:

(a) shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Service Plan Amendment; and

(b) are, together with all other requirements of Colorado law, included in the "political or governmental powers" reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the "regulatory or electoral approval necessary under applicable nonbankruptcy law" as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term, shall be deemed a material modification of this Service Plan, pursuant to Section 32-1-207, C.R.S., and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the Town as part of a Service Plan Amendment.

13. Revenue Bond Limitation. The District shall not issue revenue bonds, except as set forth in this Section. Prior to issuing any revenue bonds, the District shall submit all relevant details of such issuance to the Town Council, which may elect to treat the issuance of the revenue bonds as a material modification of the Service Plan. If the Town Council determines that the issuance of revenue bonds constitutes a material modification of the Service

Plan, the District shall proceed to amend the Service Plan in accordance with Section 32-1-207, C.R.S., prior to issuing any revenue bonds.

14. Service Plan Amendment Requirement. This Service Plan is general in nature and does not include specific detail in some instances because development plans have not been finalized. The Service Plan has been designed with sufficient flexibility to enable the District to provide required Public Improvements under evolving circumstances without the need for numerous amendments. Modification of the general types of services and facilities making up the Public Improvements, and changes in proposed configurations, locations or dimensions of the Public Improvements shall be permitted to accommodate development needs consistent with the then-current Approved Development Plan(s) for the District, subject to the limitations of this Service Plan and the Intergovernmental Agreement.

The District is an independent unit of local government, separate and distinct from the Town, and its activities are subject to review by the Town only insofar as they may deviate in a material manner from the requirements of the Service Plan, Chapter 10.11 of the Town Code, or the Intergovernmental Agreement. As such, any action of the District which: (1) violates the limitations set forth in Sections V.A.1-14 above; (2) violates the limitations set forth in Section VI.B-H; (3) constitutes a material modification under Town Code Section 10.11.060; or (4) constitutes a failure to comply with the Intergovernmental Agreement or other agreement with the Town, which non-compliance has not been waived in writing by the Town, shall be deemed to be a material modification to this Service Plan and the Town shall be entitled to all remedies available under State and local law to enjoin such action(s) of the District.

Any Town approval requirements contained in this Service Plan (including, without limitation, any provisions requiring that a change, request, occurrence, act or omission be treated as a Service Plan Amendment or be deemed a "material modification" of the Service Plan) shall remain in full force and effect, and, unless otherwise provided by resolution of the Town Council, such Town approval shall continue to be required, notwithstanding any future change in law modifying or repealing any statutory provision concerning service plans, amendments thereof or modifications thereto. Notwithstanding, it is specifically contemplated and authorized hereunder without further Town Council approval for the District to issue Bonds supported all or in part with a mill levy pledge of any of BSMD's property taxes, subject at all times to the restrictions set forth herein and in the BSMD Service Plan, including without limitation, that the Maximum Debt Mill Levy and Maximum Debt Mill Levy Imposition Term shall never be exceeded.

15. Reimbursement Agreements with Adjacent Landowners. If the District utilizes reimbursement agreements to obtain reimbursements from adjacent landowners (either directly or by agreement with the Developer) for costs of improvements that benefit the third-party landowners, such agreements shall be done in accordance with applicable provisions of the Town Code. Any and all resulting reimbursements received for such improvement shall be used only to re-pay the cost of the Public Improvement that is the subject of the reimbursement agreement or shall be deposited in the District's debt service fund and used for the purpose of retiring Debt. The District shall maintain an accurate accounting of the funds received and disbursed pursuant to reimbursement agreements.

B. Capital Plan.

The District shall have authority to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment and financing of the Public Improvements within the Project and, to the extent necessary to improve adjacent streets (including without limitation median improvements) and connect Public Improvements to existing infrastructure, without the boundaries of the Project, all to be more specifically defined in an Approved Development Plan. A Capital Plan, including: (1) a comprehensive list of the Public Improvements to be developed by the Belford Districts; (2) an estimate of the cost of the Public Improvements, together with a letter from a Colorado professional registered engineer certifying that such costs are reasonable in the engineer's opinion and that such estimates were prepared based upon Town construction standards; and (3) a pro forma capital expenditure plan correlating expenditures with development, is attached hereto as Exhibit E. Maps depicting Public Improvements are attached hereto as Exhibit F. As shown in the Capital Plan, the estimated cost of the Public Improvements which may be planned for, designed, acquired, constructed, installed, relocated, redeveloped or financed by the Belford Districts is approximately Twenty-Six Million Eight Hundred Forty-Seven Thousand Eight Hundred Twenty-One Dollars (\$26,847,821) in the aggregate. Costs of required Public Improvements that cannot be financed by the Belford Districts within the parameters of this Service Plan or the BSMD Service Plan, respectively, and the financial capability of each of the Belford Districts are expected to be financed by the Developer.

The Belford Districts shall be permitted to allocate costs between such categories of the Public Improvements as deemed necessary in the discretion of their respective Boards.

All of the Public Improvements described herein will be designed in such a way as to assure that the Public Improvements standards will be compatible with those of the Town and shall be in accordance with the requirements of the Approved Development Plan. All descriptions of the Public Improvements to be constructed, and their related costs, are estimates only and are subject to modification as engineering, development plans, economics, the Town's requirements, and construction scheduling may require. Upon approval of this Service Plan, the Belford Districts will continue to develop and refine the Capital Plan and the Map Depicting Public Improvements, as necessary, and prepare for issuance of Debt. All cost estimates will be inflated to then-current dollars at the time of the issuance of Debt and construction. All construction cost estimates contained in Exhibit E assume construction to applicable standards and specifications of the Town and state and federal requirements.

VI. FINANCIAL PLAN

A. General.

The District shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment of the Public Improvements from its revenues and by and through the proceeds of Debt to be issued by the District. The Financial Plan for the District shall be to issue such Debt as the District can reasonably pay within the Maximum Debt Mill Levy Imposition Term from revenues derived from the Maximum Debt Mill Levy and other legally available revenues. All bonds and other Debt issued by the District

may be payable from any and all legally available revenues of the District, including general ad valorem taxes to be imposed upon all taxable property within the District. The District will also rely upon various other revenue sources authorized by law, such as interest, specific ownership taxes, advances from the Developer and grants. The District is also authorized to assess and collect a Development Fee as set forth in Section VI.E, below. Unless specifically authorized in the Intergovernmental Agreement, the District shall not impose or assess any fees, rates, tolls, penalties, or charges other than the Development Fee without first obtaining Town approval of an amendment to this Service Plan, which amendment shall be deemed to be a material modification hereof.

The District shall be authorized to enter into one or more intergovernmental agreements with BSMD regarding the planning, design, acquisition, construction, installation, relocation, redevelopment, financing, and, if applicable, operation and maintenance of the Public Improvements. The total Debt that the Belford Districts shall be permitted to collectively issue shall not exceed \$31,000,000 in aggregate principal amount. Debt is permitted to be issued on a schedule and in such year or years as the Belford Districts determine shall meet the needs of the Capital Plan referenced above and \$31,000,000 that the Belford Districts shall be permitted to issue is supported by the Financial Plan prepared by George K. Baum and Company (“**GK Baum**”), attached hereto as **Exhibit G**. GK Baum shall attach a certification to the Financial Plan, certifying that based upon the assumptions contained therein and its professional opinion, the District is expected to retire all Debt referenced in the Financial Plan within the restrictions set forth in the Service Plan, including, but not limited to, the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term.

B. Maximum Voted Interest Rate and Maximum Underwriting Discount.

The interest rate on any Debt is limited to the market rate at the time the Debt is issued. In the event of a default, the proposed maximum interest rate on any Debt shall not exceed twelve percent (12%). The proposed maximum underwriting discount will be four percent (4%). Debt, when issued, will comply with all relevant requirements of this Service Plan, State law and Federal law as then applicable to the issuance of public securities.

C. Maximum Debt Mill Levy.

The “**Maximum Debt Mill Levy**” shall be the maximum mill levy the District is permitted to impose upon the non-residential taxable property within the District, and shall be determined as follows:

1. For the portion of any aggregate District Debt which exceeds 50% of the District’s assessed valuation, the Maximum Debt Mill Levy for such portion of Debt shall be 50.000 mills less the number of mills necessary to pay District administrative operating expenses (provided that the District can contract with its bondholders to limit its administrative operating expense mill levy) and less the number of mills necessary to pay unlimited mill levy Debt described in Section VI.C.2 below; provided that if, on or after January 1, 2017, there are changes in the ratio of actual valuation to assessed valuation, pursuant to Article X, Section 3(1)(b) of the Colorado Constitution and legislation implementing such Section, then the mill levy limitation applicable to such Debt may be increased or decreased to offset such change, such mill levy increases or decreases to be determined by the Board in good faith (such

determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy are neither diminished nor enhanced as a result of such changes (a "Gallagher Adjustment"). As of the date of this Service Plan, the Gallagher Adjustment allows for a Maximum Debt Mill Levy of 50.000 mills. Except for such a permitted Gallagher Adjustment, the District's mill levy shall not exceed the Maximum Debt Mill Levy. If the District otherwise proposes to adjust its mill levy above the Maximum Debt Mill Levy for the purpose of offsetting any constitutionally or legislatively mandated credit, cut, abatement or change in the method of calculating assessed valuation, the District shall first submit all relevant details of such proposed adjustment to the Town Administrator, who may approve such proposed adjustment in writing or refer the proposal to the Town Council, which may elect to treat the proposed mill levy adjustment as a material modification of the Service Plan. If the Town Council determines that such adjustment constitutes a material modification of the Service Plan, the District shall proceed to amend the Service Plan in accordance with Section 32-1-207, C.R.S. The District shall obtain written approval of the Town Administrator or of a Service Plan amendment prior to any such mill levy adjustment.

2. For the portion of any aggregate District Debt which is equal to or less than 50% of the District's assessed valuation, either on the date of issuance or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Debt Mill Levy and, as a result, the mill levy may be such amount as is necessary to pay the Debt service on such Debt, without limitation of rate.

3. For purposes of the foregoing, once Debt has been determined to be within Section VI.C.2 above, so that the District is entitled to pledge to its payment an unlimited ad valorem mill levy, the District may provide that such Debt shall remain secured by such unlimited mill levy, notwithstanding any subsequent change in the District's Debt to assessed ratio. All Debt issued by the District must be issued in compliance with the requirements of Section 32-1-1101, C.R.S., and all other requirements of State law.

4. It is a requirement of this Service Plan that all property in the Service Area classified as "residential" shall be located in BSMD and not in the District. As stated in the BSMD Service Plan, the Maximum Debt Mill Levy for residential property is thirty-five (35) mills subject to Gallagher Adjustment as provided in the BSMD Service Plan.

D. Maximum Debt Mill Levy Imposition Term.

The District shall not impose a levy for repayment of any and all Debt (or use the proceeds of any mill levy for repayment of Debt) on any single property developed for residential use which exceeds thirty (30) years after the year of the initial imposition of such mill levy unless a majority of the Board of the District are residents of the District and have voted in favor of a refunding of a part or all of the Debt and such refunding will result in a net present value savings as set forth in Section 11-56-101, C.R.S., et seq.

E. Debt Repayment Sources.

The District may impose a mill levy on taxable property within its boundaries as a primary source of revenue for repayment of debt service and for District administrative and

operating expenses. In no event shall the debt service mill levy in the District exceed the Maximum Debt Mill Levy or, for residential property within the District, the Maximum Debt Mill Levy Imposition Term.

The District may also collect a Development Fee from property within the Service Area and the Chambers Highpoint Property (as anticipated by the RFA, which is defined and described in Section X) to pay or finance the costs of Public Improvements, including extensions of water and wastewater infrastructure necessary to obtain service from Stonegate Village Metropolitan District (“SVMD”) as more fully described in Section X, provided that such Development Fee does not exceed the following limits:

1. For each single-family detached or attached residential unit, the Development Fee shall not exceed Twenty-Five Thousand Dollars (\$25,000).
2. For each multi-family residential unit, the Development Fee shall not exceed Twenty Thousand Dollars (\$20,000).
3. For uses other than a single-family or multi-family residential structure, the Development Fee shall not exceed Twenty-Five Thousand Dollars (\$25,000) per SFE of water and/or wastewater demand.

The Development Fee set forth in this Service Plan may increase by up to the Consumer Price Index for Denver-Boulder, all items, all urban consumers (or its successor index for any years for which the Consumer Price Index is not available) each year thereafter (as an inflation adjustment) commencing on January 1, 2019. The Development Fee shall be collected prior to issuance of a certificate of occupancy. Unless specifically authorized in the Intergovernmental Agreement, the District shall not impose or assess any fees, rates, tolls, penalties or charges other than the Development Fee, as limited above, without first obtaining Town approval of an amendment to this Service Plan, which amendment shall be deemed a material modification hereof.

F. Debt Instrument Disclosure Requirement.

In the text of each Bond and any other instrument representing and constituting Debt, the District shall set forth a statement in substantially the following form:

By acceptance of this instrument, the owner of this Bond agrees and consents to all of the limitations in respect of the payment of the principal of and interest on this Bond contained herein, in the resolution of the District authorizing the issuance of this Bond, and in the Service Plan of the District.

A substantially similar statement describing the limitations in respect of the payment of the principal of and interest on Debt set forth in this Service Plan shall be included in any document used for the offering of the Debt for sale to persons, including, but not limited to, a developer of property within the boundaries of the District. If no offering documents are used, then the District shall deliver the statement to any prospective purchaser of such Debt. The

Town may, by written notice to the District, require modifications to the form of disclosures statement.

G. Security for Debt.

The District shall not pledge any revenue, property or other assets of the Town as security for any District indebtedness. Approval of this Service Plan shall not be construed as a guarantee by the Town of payment of any of the District's obligations; nor shall anything in the Service Plan be construed so as to create any responsibility or liability on the part of the Town in the event of default by the District in the payment of any such obligation.

H. TABOR Compliance.

The District will comply with the provisions of TABOR. In the discretion of the Board, the District may set up enterprises or nonprofit entities to manage, fund, construct and operate facilities, services, and programs. To the extent allowed by law, any entity created by the District will remain under the control of the District's Board. The activities of such enterprises and entities shall comply with the provisions of this Service Plan.

I. District's Administrative Operating Costs.

The estimated cost of engineering services, legal services and administrative services, together with the estimated costs of the District's organization and initial operations, are anticipated to be One Hundred Thousand Dollars (\$100,000), which will be eligible for reimbursement from Debt proceeds.

In addition to the capital costs of the Public Improvements, the District will require operating funds for administration and to plan and cause the Public Improvements to be constructed and maintained, if such maintenance is addressed in the Intergovernmental Agreement. The first year's operating budget is estimated to be Fifty Thousand Dollars (\$50,000) which is anticipated to be derived from property taxes and other revenues, including developer advances. The District shall maintain, from revenues derived from the Maximum Debt Mill Levy and other legally available revenues authorized under this Service Plan, sufficient funds to pay such District operating costs.

The Maximum Debt Mill Levy shall not apply to the District's ability to increase its mill levy as necessary for provision of operation and maintenance functions specifically authorized to the District in the Intergovernmental Agreement. The authorized mill levy for operations and maintenance shall be subject to the limit set forth in the Intergovernmental Agreement.

J. Subdistricts.

The District may organize subdistricts or areas as allowed by Section 32-1-1101(1)(f), C.R.S.; provided, however, that without the approval of the Town, any such subdistrict(s) or area(s) shall be subject to all limitations on debt and other provisions of the Service Plan. In accordance with Section 32-1-1101(1)(f)(I), C.R.S., the District shall notify the Town prior to establishing any such subdistrict(s) or area(s), and shall provide the Town with

details regarding the purpose, location, and relationship of the subdistrict(s) or area(s). The Town Council may elect to treat the organization of any such subdistrict(s) or area(s) as a material modification of the Service Plan.

VII. ANNUAL REPORT

A. General. In accordance with Town Code section 10.11.040, the District shall file an annual report with the Town Clerk not later than September 1 of each calendar 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, which annual report shall reflect activity and financial events of the District through the preceding December 31 (the “**report year**”). The Town Council reserves the right, pursuant to Section 32-1-207(3)(c), C.R.S., to request annual reports from the District beyond five (5) years after the District’s organization.

B. Reporting of Significant Events.

The annual report shall include the following:

1. A narrative summary of the progress of the District in implementing its Service Plan for the report year;
2. Except when exemption from audit has been granted for the report year under the Local Government Audit Law, the audited financial statements of the District for the report year including a statement of financial condition (i.e., balance sheet) as of December 31 of the report year and the statement of operations (i.e., revenues and expenditures) for the report year;
3. Unless disclosed within a separate schedule to the financial statements, a summary of the capital expenditures incurred by the District in development of Public Improvements in the report year, as well as any Public Improvements proposed to be undertaken in the five (5) years following the report year;
4. Unless disclosed within a separate schedule to the financial statements, a summary of the financial obligations of the District at the end of the report year, including the amount of outstanding Debt, the amount and terms of any new Debt issued in the report year, the amount of payment or retirement of existing Debt of the District in the report year, the total assessed valuation of all taxable properties within the District as of January 1 of the report year, and the current mill levy of the District pledged to Debt retirement in the report year;
5. The District’s budget for the calendar year in which the annual report is submitted;
6. A summary of the development in the District for the report year;
7. A summary of all fees, charges and assessments imposed by the District as of January 1 of the report year;
8. Certification of the Board that no action, event or condition enumerated in Town Code section 10.11.060 has occurred in the report year, or certification that such event has

occurred but that an amendment to the Service Plan that allows such event has been approved by Town Council;

9. The name, business address and telephone number of each member of the Board and its chief administrative officer and general counsel, together with the date, place and time of the regular meetings of the Board; and

10. Certification from the Board of the District that the District is in compliance with all provisions of the Service Plan.

11. A copy of the most recent notice issued by the District, pursuant to Section 32-1-809, C.R.S.

VIII. DISSOLUTION

Upon an independent determination of the Town Council that the purposes for which the District was created have been accomplished, the District agrees to file petitions in the District Court for and in Douglas County, Colorado, for dissolution, pursuant to the applicable State statutes. In no event shall a dissolution occur until the District has provided for the payment or discharge of all of its outstanding indebtedness and other financial obligations as required pursuant to State statutes.

IX. DISCLOSURE TO PURCHASERS

The Town wants residential buyers to be aware of the additional tax burden to be imposed. The Town mandates early written and recorded notice of the total (overlapping) tax burden, including the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term. The Town will review the type and timing of the disclosure, which the proponents of the District are proposing. The notice shall be recorded against all property within the District prior to the District's certification of the formation of the District to the Colorado Division of Local Government as required by Section 32-1-306, C.R.S.

There is attached hereto as **Exhibit H** the Developer's Indemnification Letter, which is submitted to the Town by the Developer as part of this Service Plan. There is also attached hereto as **Exhibit H** the form of a District Indemnification Letter. The District shall approve and execute the Indemnification Letter at its first Board meeting after its organizational election, in the same form as the Indemnification Letter set forth in **Exhibit H** and shall promptly deliver an executed original to the Town.

X. INTERGOVERNMENTAL AGREEMENTS

The form of the intergovernmental agreement required by Town Code section 10.11.140(a), relating to the limitations imposed on the District's activities, is attached hereto as **Exhibit I**. The District shall approve and execute the Intergovernmental Agreement at its first Board meeting after its organizational election, in the same form as the Intergovernmental Agreement approved by Town Council, and shall promptly deliver an executed original to the Town. Failure of the District to execute the Intergovernmental Agreement as required herein shall constitute a material modification and shall require a Service Plan Amendment. The Town

Council may approve the Intergovernmental Agreement at the public hearing approving the Service Plan.

As contemplated by that certain Amended and Restated Regional Water and Wastewater Service Agreement between SVMD and Compark Business Campus Metropolitan District (“CBCMD”) dated October 11, 2016 (the “RFA”), CBCMD may assign its excess allocation of capacity in SVMD’s water and wastewater systems for use within the Service Area by an assignment agreement substantially in the form attached as Exhibit C to the RFA (“Assignment Agreement”). By its Resolution No. 17-008, Town Council previously approved the Assignment of Water and Wastewater Service SFE – Belford 204 by and among CBCMD, SVMD and BSMD (the “Belford 204 Agreement”), pursuant to which CBCMD assigned 204 SFE of its excess capacity to serve certain property within the boundaries of BSMD and, with respect to such 204 SFE, BSMD assumed a pro rata share of CBCMD’s obligations under the RFA to (i) pay a portion of SVMD’s annual debt service on bonds issued to finance capital improvements and expansions of its water and wastewater system to provide capacity for extraterritorial customers, and (ii) construct water and wastewater improvements necessary to extend SVMD’s systems to the property to be served. The financing and construction of this infrastructure allowed SVMD to issue an unconditional can and will serve letter to the Project. It is anticipated that the District may enter into one or more Assignment Agreements to obtain water and wastewater service for property within the Service Area and/or the Chambers Highpoint Property. Further, it is also anticipated that the District may enter into one or more cost sharing and reimbursement agreements with governmental entities and/or private parties related to the construction of Belford Road and associated utilities.

As discussed in Section VI.A, the District shall be authorized to enter into one or more intergovernmental agreements with BSMD regarding the planning, design, acquisition, construction, installation, relocation, redevelopment, financing, and, if applicable, operation and maintenance of the Public Improvements.

Except for the Intergovernmental Agreement with the Town and any Assignment Agreement to obtain capacity in SVMD’s water and wastewater systems to which a Belford District is a party and which is substantially in the form of the Belford 204 Agreement, as previously approved by the Town, to serve property within the Service Area and/or the Chambers Highpoint Property, any intergovernmental agreement with BSMD or other intergovernmental agreement proposed regarding the subject matter of this Service Plan shall be subject to Town review and approval prior to its execution by the District. Such Town review and approval shall be with reference to whether the intergovernmental agreement(s) are in compliance with this Service Plan, the Intergovernmental Agreement, and the terms of any Approved Development Plan or other instrument related to the Public Improvements.

XI. NON-COMPLIANCE WITH SERVICE PLAN

In the event it is determined that the District has undertaken any act or omission which violates the Service Plan or constitutes a material departure from the Service Plan, the Town may impose any of the sanctions set forth in Section 10.11.220 of the Town Code, including, but not to, affirmative injunctive relief to require the District to act in accordance with the provisions of this Service Plan. To the extent permitted by law, the District hereby waives the provisions of

Section 32-1-207(3)(b), C.R.S., and agrees it will not rely on such provisions as a bar to the enforcement by the Town of any provisions of this Service Plan.

XII. CONCLUSION

It is submitted that this Service Plan for the District, as required by Section 32-1-203(2), C.R.S., and Section 10.11.180 of the Town Code, establishes that:

1. There is sufficient existing and projected need for organized service in the area to be serviced by the District;
2. The existing service in the area to be served by the District is inadequate for present and projected needs;
3. The District is capable of providing economical and sufficient service to the area within its proposed boundaries;
4. The area to be included in the District does have, and will have, the financial ability to discharge the proposed indebtedness on a reasonable basis;
5. Adequate service is not, and will not be, available to the area through the Town or County or other existing municipal or quasi-municipal corporations, including existing special districts, within a reasonable time and on a comparable basis;
6. The facility and service standards of the District are compatible with the facility and service standards of the Town;
7. The proposal is in substantial compliance the Town's Master Plan;
8. The proposal is in compliance with any duly adopted Town, regional or state long-range water quality management plan for the area;
9. The creation of the District is in the best interests of the area proposed to be served;
10. The creation of the District is in the best interests of the residents and future residents of the area proposed to be served;
11. The proposal is in substantial compliance with Chapter 10.11 of the Town Code; and
12. The proposal will not foster urban development that is remote or incapable of being integrated with existing urban areas, and will not place a burden on the Town or adjacent jurisdictions to provide urban services to residents of the District.

EXHIBIT A

Belford North Metropolitan District Boundaries Legal Description

EXHIBIT A

BELFORD NORTH METROPOLITAN DISTRICT

LGID NO. _____

LEGAL DESCRIPTION — BOUNDARY PARCEL

PART OF THE SOUTH HALF OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 6 AND CONSIDERING THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 6 TO BEAR NORTH 00°30'14" WEST, AND MONUMENTED AS SHOWN HEREON, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE NORTH 00°30'14" WEST, A DISTANCE OF 295.45 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 00°30'14" WEST, A DISTANCE OF 920.99 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF HIGHWAY E-470 AS DESCRIBED IN BOOK 902 AT PAGE 573 AND AT BOOK 902 AT PAGE 576 OF THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING TEN (10) COURSES:

- 1) THENCE NORTH 72°48'01" EAST, A DISTANCE OF 328.41 FEET;
- 2) THENCE NORTH 73°02'20" EAST, A DISTANCE OF 596.76 FEET;
- 3) THENCE NORTH 77°03'02" EAST, A DISTANCE OF 576.89 FEET;
- 4) THENCE NORTH 83°04'45" EAST, A DISTANCE OF 573.61 FEET;
- 5) THENCE NORTH 85°05'07" EAST, A DISTANCE OF 380.93 FEET;
- 6) THENCE NORTH 86°06'18" EAST, A DISTANCE OF 574.74 FEET;
- 7) THENCE SOUTH 87°52'51" EAST, A DISTANCE OF 578.89 FEET;
- 8) THENCE SOUTH 81°41'15" EAST, A DISTANCE OF 612.23 FEET;
- 9) THENCE SOUTH 72°31'23" EAST, A DISTANCE OF 371.41 FEET TO A POINT ON A CURVE;
- 10) ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 10°57'27", A RADIUS OF 3005.03 FEET, AN ARC LENGTH OF 574.70 FEET, THE CHORD OF WHICH BEARS SOUTH 67°01'44" EAST, A DISTANCE OF 573.82 FEET;

THENCE SOUTH 21°56'14" WEST, A DISTANCE OF 91.83 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 43°58'01", A RADIUS OF 200.00 FEET, AN ARC LENGTH OF 153.47 FEET, THE CHORD OF WHICH BEARS SOUTH 43°55'15" WEST, A DISTANCE OF 149.74 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 65°54'15" WEST, A DISTANCE OF 75.57 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 24°33'38", A RADIUS OF 200.00 FEET, AN ARC LENGTH OF 85.73 FEET, THE CHORD OF WHICH BEARS SOUTH 78°11'04" WEST, A DISTANCE OF 85.08 FEET TO A POINT OF TANGENCY;

THENCE NORTH 89°32'07" WEST, A DISTANCE OF 9.07 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 09°04'32", A RADIUS OF 200.00 FEET, AN ARC LENGTH OF 31.68 FEET, THE CHORD OF WHICH BEARS SOUTH 85°55'38" WEST, A DISTANCE OF 31.65 FEET TO A NON-TANGENT CURVE;

THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 100°04'23", A RADIUS OF 825.00 FEET, AN ARC LENGTH OF 1440.94 FEET, THE CHORD OF WHICH BEARS NORTH 80°09'16" WEST, A DISTANCE OF 1264.64 FEET TO A POINT OF TANGENCY;



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Construction Managers • Environmental Scientists • Landscapes Architects • Planners

BELFORD NORTH METROPOLITAN DISTRICT	
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO	
DISTRICT FORMATION	
PROJ. MGR.: BJP	SHEET
DRAWN BY: GDP	1 OF 5
DATE: 06/29/17	00C.LCPKC3.06
SCALE: N/A	

Dwg Name: P:\Cicokc3\ComSouth06-District Formation\dwg\Surveys\Exhibits_Surv\00C.LCPKC3.06-SL3.dwg Updated By: BPrfohl 6/29/2017 12:43 PM

EXHIBIT A

BELFORD NORTH METROPOLITAN DISTRICT
LGID NO. _____

LEGAL DESCRIPTION (CONTINUED...)

THENCE SOUTH 49°48'33" WEST, A DISTANCE OF 161.42 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 40°40'50", A RADIUS OF 945.00 FEET, AN ARC LENGTH OF 670.96 FEET, THE CHORD OF WHICH BEARS SOUTH 70°08'58" WEST, A DISTANCE OF 656.95 FEET TO A POINT OF TANGENCY;

THENCE NORTH 89°30'37" WEST, A DISTANCE OF 1246.68 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 37°49'41", A RADIUS OF 1555.00 FEET, AN ARC LENGTH OF 1026.65 FEET, THE CHORD OF WHICH BEARS SOUTH 71°34'32" WEST, A DISTANCE OF 1008.11 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 52°39'42" WEST, A DISTANCE OF 347.52 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 10°46'25", A RADIUS OF 1445.00 FEET, AN ARC LENGTH OF 271.71 FEET, THE CHORD OF WHICH BEARS SOUTH 58°02'54" WEST, A DISTANCE OF 271.31 FEET TO THE POINT OF BEGINNING;

CONTAINING A CALCULATED AREA OF 2,852,451 SQUARE FEET OR 65.4833 ACRES, MORE OR LESS.

I, BRIAN J. PFOHL, A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING.



BRIAN J. PFOHL, P.L.S. 38445
FOR AND ON BEHALF OF MANHARD CONSULTING



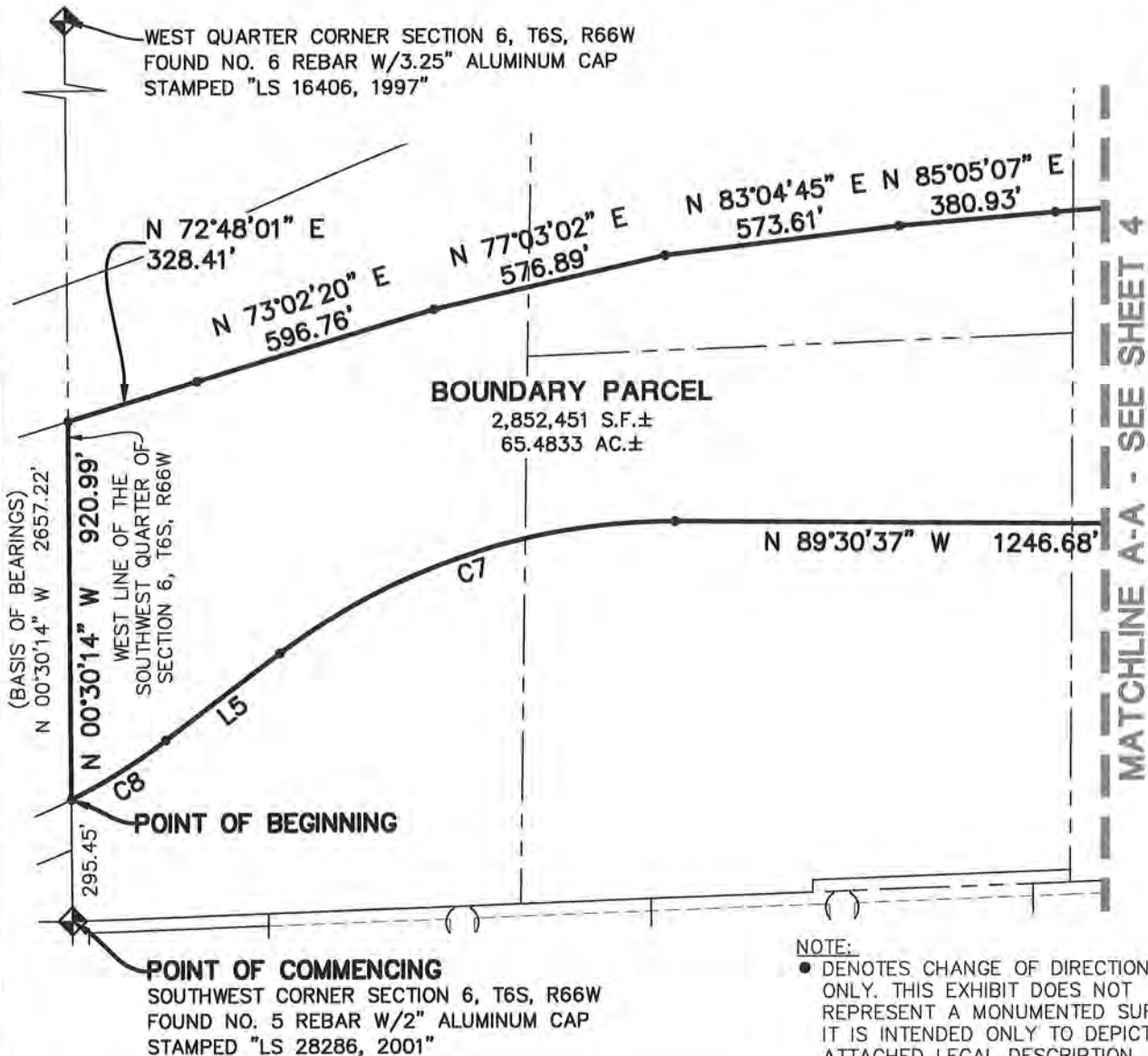
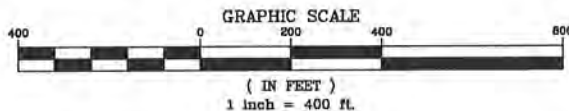
8008 E. Arapahoe Court, Suite 110, Centennial, CO 80112 ph:303.708.0500 fx:303.708.0400 manhard.com
Civil Engineers • Surveyors • Water Resource Engineers • Water & Wastewater Engineers
Construction Managers • Environmental Scientists • Landscape Architects • Planners

BELFORD NORTH METROPOLITAN DISTRICT	
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO	
DISTRICT FORMATION	
PROJ. MGR.: BJP	SHEET
DRAWN BY: GDP	2 OF 5
DATE: 06/26/17	00C.LCPKC3.06
SCALE: N/A	

Dwg Name: P:\C\cpc3\ComSouth06-District Formation\dwg\Surv\Exhibits\Surv\00C.LCPKC3.06-SJ.3.dwg Updated By: B.Pfohl
6/29/2017 12:43 PM

EXHIBIT A

BELFORD NORTH METROPOLITAN DISTRICT
LGID NO. _____



NOTE:
● DENOTES CHANGE OF DIRECTION ONLY. THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

SEE SHEET 5 FOR LINE AND CURVE TABLES



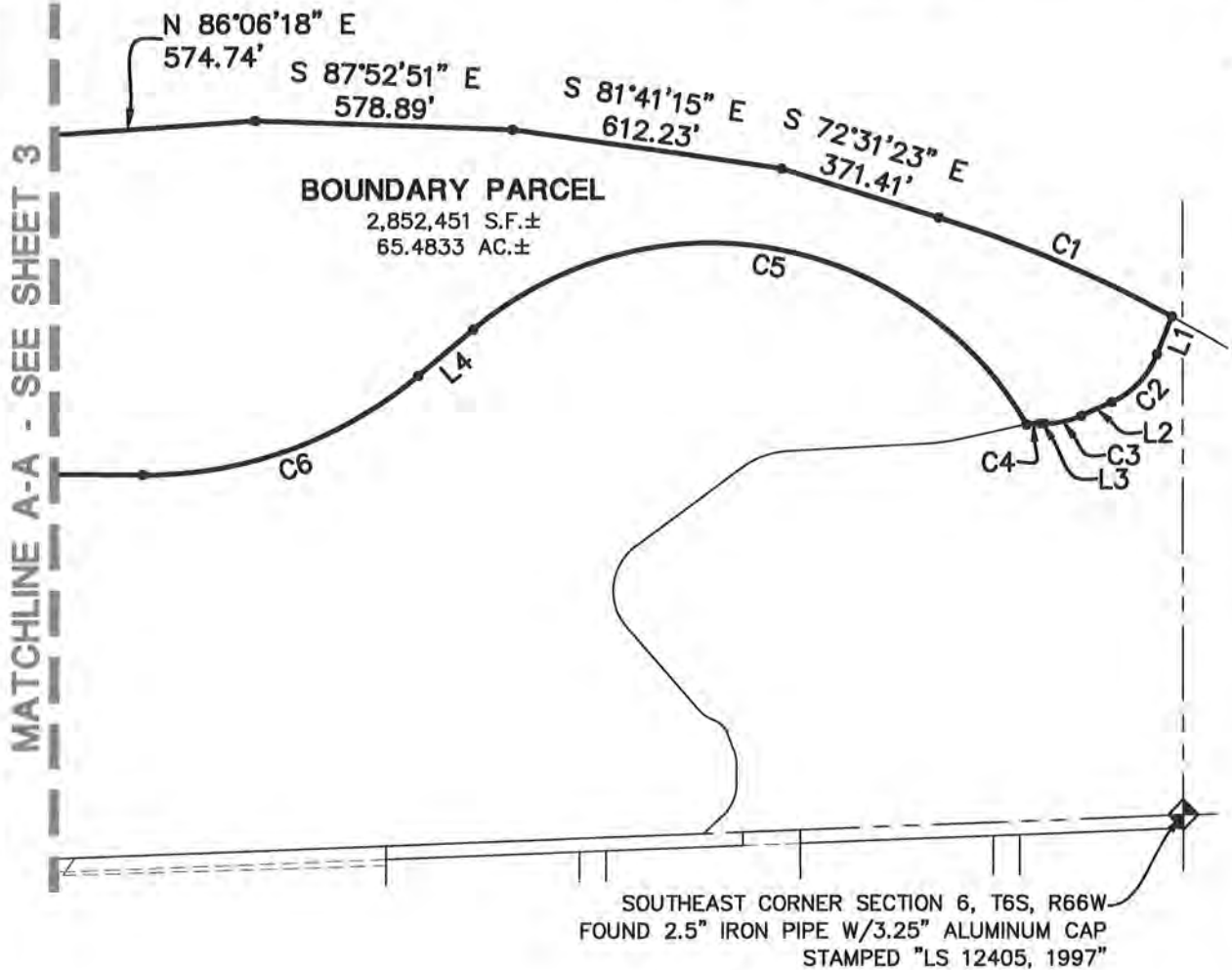
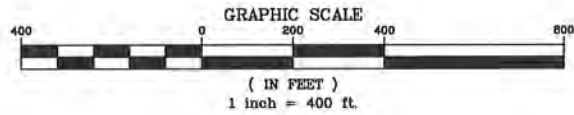
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BELFORD NORTH METROPOLITAN DISTRICT	
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO	
DISTRICT FORMATION	
PROJ. MGR.: BJP	SHEET
DRAWN BY: BJP	3 OF 5
DATE: 06/29/17	00C.LCPKC3.06
SCALE: 1" = 400'	

EXHIBIT A

BELFORD NORTH METROPOLITAN DISTRICT

LGID NO. _____



NOTE:

- DENOTES CHANGE OF DIRECTION ONLY. THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

SEE SHEET 5 FOR LINE AND CURVE TABLES

BELFORD NORTH METROPOLITAN DISTRICT

TOWN OF PARKER, DOUGLAS COUNTY, COLORADO

DISTRICT FORMATION

PROJ. MGR.: BJP
DRAWN BY: BJP
DATE: 06/29/17
SCALE: 1" = 400'

SHEET

4 OF 5
00C.LCPKC3.06



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EXHIBIT A

BELFORD NORTH METROPOLITAN DISTRICT

LGID NO. _____

LINE TABLE		
LINE	BEARING	LENGTH
L1	S 21°56'14" W	91.83'
L2	S 65°54'15" W	75.57'
L3	N 89°32'07" W	9.07'
L4	S 49°48'33" W	161.42'
L5	S 52°39'42" W	347.52'

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	10°57'27"	3005.03'	574.70'	S 67°01'44" E	573.82'
C2	43°58'01"	200.00'	153.47'	S 43°55'15" W	149.74'
C3	24°33'38"	200.00'	85.73'	S 78°11'04" W	85.08'
C4	9°04'32"	200.00'	31.68'	S 85°55'38" W	31.65'
C5	100°04'23"	825.00'	1440.94'	N 80°09'16" W	1264.64'
C6	40°40'50"	945.00'	670.96'	S 70°08'58" W	656.95'
C7	37°49'41"	1555.00'	1026.65'	S 71°34'32" W	1008.11'
C8	10°46'25"	1445.00'	271.71'	S 58°02'54" W	271.31'



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BELFORD NORTH METROPOLITAN DISTRICT
 TOWN OF PARKER, DOUGLAS COUNTY, COLORADO

DISTRICT FORMATION

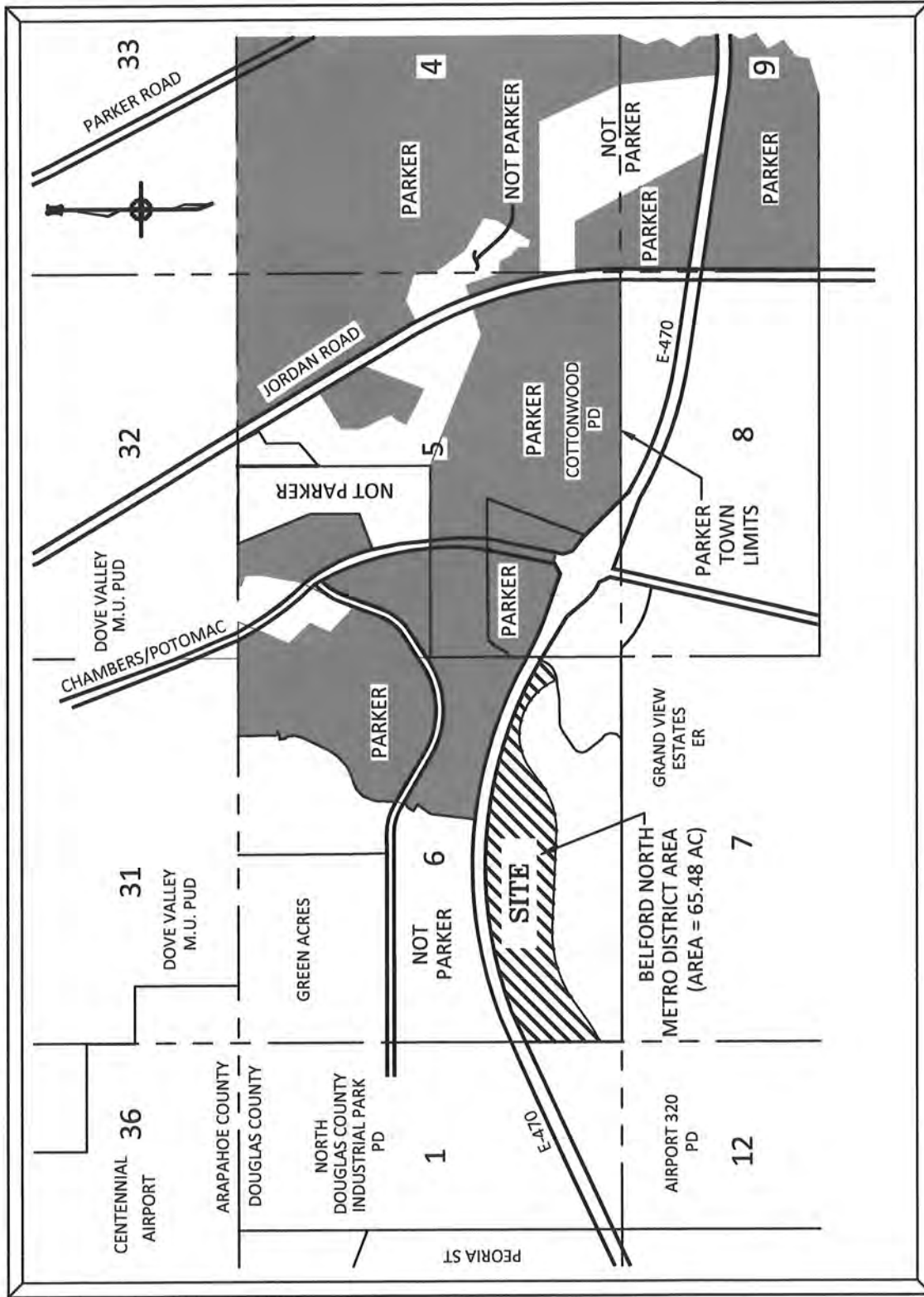
PROJ. MGR.: BJP
 DRAWN BY: BJP
 DATE: 06/29/17
 SCALE: N/A

SHEET
5 OF **5**
 00C.LCPKC3.06

EXHIBIT B

Parker Vicinity Map

EXHIBIT B **PARKER VICINITY MAP OF** **BELFORD NORTH METROPOLITAN DISTRICT**



VICINITY MAP
 SCALE: NTS

EXHIBIT C-1

District Boundary Map

EXHIBIT C-1 **BELFORD NORTH METROPOLITAN DISTRICT** **DISTRICT BOUNDARY MAP**

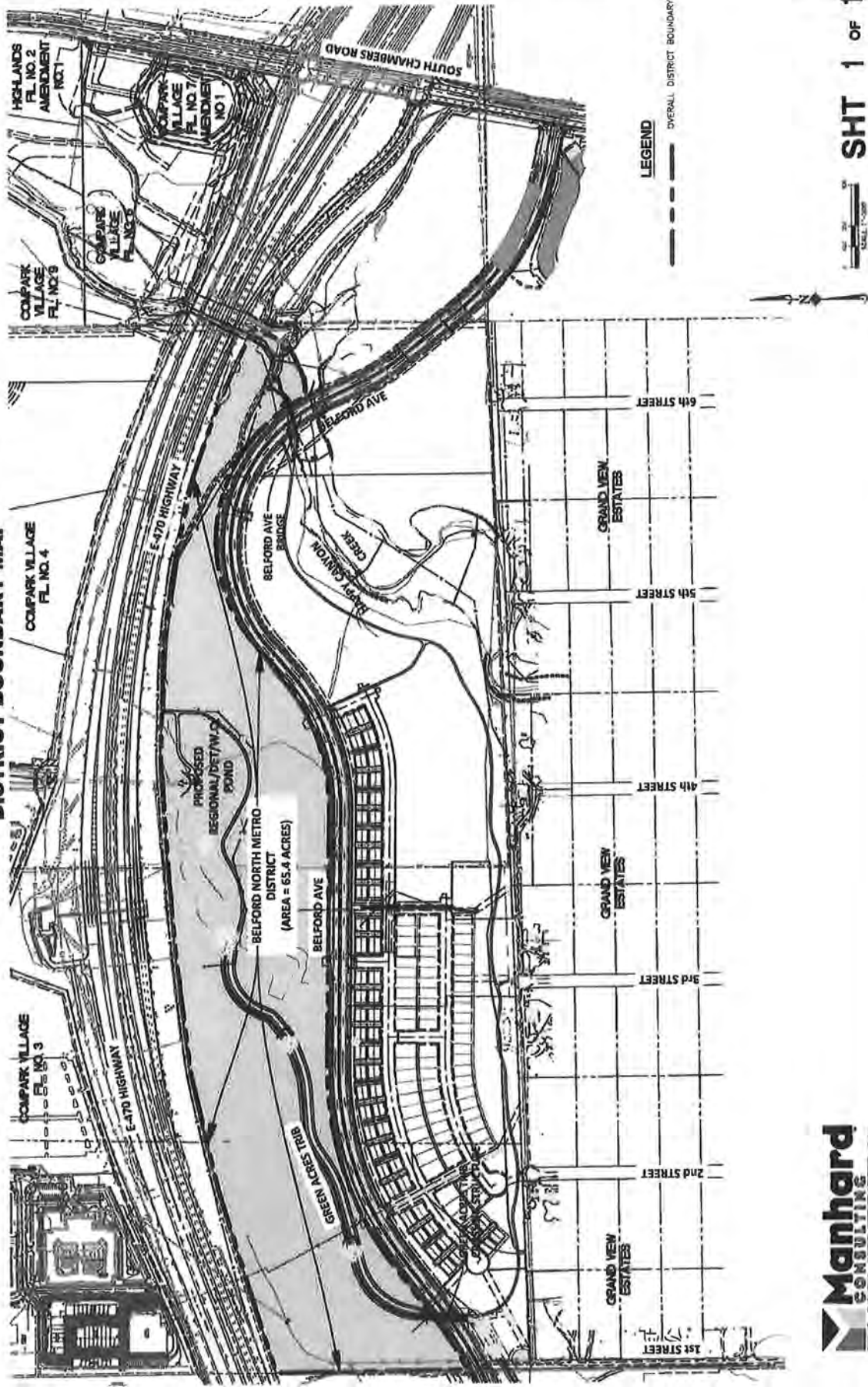


EXHIBIT C-2

Proof of Ownership and Consents for all Properties within the District Boundaries

2018

VIA HAND DELIVERY

Town of Parker
20120 E. Mainstreet
Parker, CO 80138-7334

Re: Proposed District – Belford North Metropolitan District (the “**District**”)

To Whom It May Concern:

470 Compark LLC is the owner of the property described in Exhibit A, attached hereto, which includes all of the property within the District Boundaries, and hereby consents to the organization of the District.

Very truly yours,

470 Compark LLC

STATE OF COLORADO)
) ss.
COUNTY OF _____)

Subscribed and sworn to before me by _____ as _____ of 470
Compark LLC.

Witness my hand and official seal.

My commission expires: _____

Notary Public

**EXHIBIT A TO LETTER OF CONSENT
OWNERSHIP AND ENCUMBRANCE REPORT**

The 65.4833 acres within the District Boundaries are included within the legal description of the Warranty Deed that is attached to this Exhibit C-2 and forms the basis of the O&E Report.



ONE REPORT

To: MCGEADY BECHER

Attn: JENNIFER PINO

Fax:

Date Ordered: 02-06-2018

Order Number 741480

Phone: 303-592-4380

Address: VACANT LAND UNKNOWN, CO 00000

County: DOUGLAS

LEGAL DESCRIPTION

SEE DEED FOR FULL LEGAL DESCRIPTION.

OWNERSHIP & ENCUMBRANCES

Certification Date: 02-01-2018

OWNERSHIP: 470 COMPARK LLC, A COLORADO LIMITED LIABILITY COMPANY

<u>Doc Type</u>	<u>Doc Fee</u>	<u>Date</u>	<u>Reference#</u>
WARRANTY DEED	NA	09-02-2005	83843

ENCUMBRANCES AND OTHER DOCUMENTS

<u>Item</u>	<u>Payable To</u>	<u>Amount</u>	<u>Date</u>	<u>Reference#</u>
NONE OF RECORD				

Cust Ref#

By: JOY POWELL
Land Title
Property Resource Specialist
Email: jpowell@ltgc.com
Phone: 303-850-4181
Fax:

Form OE.WEB 06/06

This ONE REPORT is based on a limited search of the county real property records and is intended for informational purposes only. The ONE REPORT does not constitute any form of warranty or guarantee of title or title insurance, and should not be used by the recipient of the ONE REPORT as the basis for making any legal, investment or business decisions. The recipient of the ONE REPORT should consult legal, tax and other advisors before making any such decisions. The liability of Land Title Guarantee Company is strictly limited to (1) the recipient of the ONE REPORT, and no other person, and (2) the amount paid for the ONE REPORT.



Prepared For:
MCGEADY BECHER
JENNIFER PINO

Reference: VACANT LAND UNKNOWN, CO 00000

Attached are the additional documents you requested:

<u>Doc Type</u>	<u>Recorded</u>	<u>Reception#/BookPage</u>
-----------------	-----------------	----------------------------

JOY POWELL
Land Title
Property Resource Specialist
Email: jpowell@ltgc.com
Phone: 303-850-4181
Fax:

ADD.DOCS 741480



OFFICIAL RECORDS
DOUGLAS COUNTY CO
CAROLE R. MURRAY
CLERK & RECORDER
RECORDING FEE: \$41.00
6 PGS

2005083843
09/02/2005 12:30 PM

Please return to
David Murray, Esq.
Murray List + Lippitt
1228 15th Street, #201
Denver, CO 80202

2005083843 6 PGS

SPECIAL WARRANTY DEED

C.R.S. §38-30-115

For and in consideration of the sum of other good and valuable consideration and Ten Dollars (\$10.00), the receipt of which is hereby acknowledged, Compark 190, LLC, a Colorado limited liability company ("Grantor"), hereby sells and conveys to 470 Compark LLC, a Colorado limited liability company whose street address is 8480 East Orchard Road, Suite 6000, Englewood CO 80111 ("Grantee"), the following real property in the County of Douglas, State of Colorado ("Property"):

See Exhibit A attached hereto and hereby made a part hereof by reference for legal description.

DOC FEE: 0

TOGETHER WITH all of its appurtenances and Grantor. The Grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the Grantee, their successors and assigns, against all and every person or persons claiming the whole or any part thereof by, through, or under the Grantor.

THIS DEED is being given in settlement of that certain lawsuit in Douglas County Colorado District Court, Case #03-CV-1379, including the full satisfaction of the indebtedness evidenced by that certain Deed of Trust between Compark 190, LLC, a Colorado limited liability company, grantor, and the Public Trustee of Douglas County Colorado, grantee, for the benefit of 470 Compark, LLC, a Colorado limited liability company, dated September 14, 2001 and recorded September 14, 2001 in Book 2131 at Page 737, and that this conveyance is a free and voluntary act of the Grantor.

SUBJECT ONLY TO all items listed on Exhibit B attached hereto and hereby made a part hereof by reference.

Executed as of September 1, 2005.

Compark 190, LLC,
a Colorado limited liability company

By: Omnivest International, Inc.,
a Colorado corporation
Manager

By: Omnivest Realty, Inc.,
a Colorado corporation,
Manager

By:
Frederick V. Miale, Jr.
President

By:
E. S. Alba
President

By: Hampton Partners Investments, LLC,
a Colorado limited liability company
Manager

By:
Jeffrey S. Robinson
Manager

State of Colorado)
City and County of Denver)

The foregoing Special Warranty Deed was acknowledged before me this 19th day of August, 2005, by Frederick V. Miale, Jr. as President of Omnivest International Inc., a Colorado corporation, Manager of Compark 190, LLC, a Colorado limited liability company.



My commission expires: 7-3-06

Witness my hand and official seal.

Mary Hanssler
Notary Public

State of Colorado)
City and County of Denver)

The foregoing Special Warranty Deed was acknowledged before me this 17th day of August, 2005, by E. S. Alba as President of Omnivest Realty, Inc., a Colorado corporation, Manager of Compark 190, LLC, a Colorado limited liability company.



My commission expires: 7-3-06

Witness my hand and official seal.

Mary Hanssler
Notary Public

State of Colorado)
City and County of Denver)

The foregoing Special Warranty Deed was acknowledged before me this 17th day of August, 2005, by Jeffrey S. Robinson as Manager of Hampton Partners Investments, LLC, a Colorado limited liability company, Manager of Compark 190, LLC, a Colorado limited liability company.

My commission expires: July 28, 2008

Witness my hand and official seal.



Patricia A. Lutz
Notary Public



TST INC. OF DENVER
CONSULTING ENGINEERS

Exhibit A

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTH HALF OF SECTION 6, THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 AND CONSIDERING THE WEST LINE OF SAID SOUTHWEST QUARTER OF SECTION 6 TO BEAR NORTH 00°29'49" WEST, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE NORTH 00°29'49" WEST ALONG SAID WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 6 A DISTANCE OF 1216.48 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF HIGHWAY E-470 AS DESCRIBED IN BOOK 902 AT PAGE 573 AND AT PAGE 576 OF THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING FOURTEEN (14) COURSES:

- 1) THENCE NORTH 72°48'01" EAST A DISTANCE OF 328.26 FEET;
- 2) THENCE NORTH 73°02'20" EAST A DISTANCE OF 596.76 FEET;
- 3) THENCE NORTH 77°03'02" EAST A DISTANCE OF 576.89 FEET;
- 4) THENCE NORTH 83°04'45" EAST A DISTANCE OF 573.61 FEET;
- 5) THENCE NORTH 85°05'07" EAST A DISTANCE OF 380.93 FEET;
- 6) THENCE NORTH 86°06'18" EAST A DISTANCE OF 574.74 FEET;
- 7) THENCE SOUTH 87°52'51" EAST A DISTANCE OF 578.89 FEET;
- 8) THENCE SOUTH 81°41'15" EAST A DISTANCE OF 612.23 FEET;
- 9) THENCE SOUTH 72°31'23" EAST A DISTANCE OF 371.41 FEET TO A POINT ON A CURVE;
- 10) THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 12°32'50", A RADIUS OF 3005.03 FEET, AND ARC LENGTH OF 658.08 FEET AND A CHORD THAT BEARS SOUTH 66°14'02" EAST TO A POINT ON A CURVE;
- 11) THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 02°12'42", A RADIUS OF 2918.21 FEET, AN ARC LENGTH OF 112.64 FEET AND A CHORD THAT BEARS SOUTH 58°54'47" EAST TO A POINT ON A CURVE;
- 12) THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 15°07'33", A RADIUS OF 1851.86 FEET, AN ARC LENGTH OF 488.88 FEET AND A CHORD THAT BEARS SOUTH 50°15'37" EAST;
- 13) THENCE SOUTH 42°41'51" EAST A DISTANCE OF 301.32 FEET TO A POINT OF CURVATURE;
- 14) THENCE ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 22°05'50", A RADIUS OF 677.41 FEET AND AN ARC LENGTH OF 261.26 FEET;

THENCE SOUTH 64°47'39" EAST A DISTANCE OF 41.05 FEET;
THENCE SOUTH 26°12'04" EAST A DISTANCE OF 155.34 FEET;
THENCE SOUTH 10°56'39" WEST A DISTANCE OF 70.79 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 02°52'51", A RADIUS OF 1969.86 FEET AND AN ARC LENGTH OF 99.04 FEET TO A POINT ON SAID SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 5;

THENCE SOUTH 89°09'23" WEST ALONG SAID SOUTH LINE A DISTANCE OF 1006.02 FEET TO THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 6;
THENCE SOUTH 87°49'36" WEST ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF SECTION 6 A DISTANCE OF 2633.93 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 6, SAID POINT ALSO BEING THE SOUTHEASTERLY CORNER OF THAT RIGHT-OF-WAY PARCEL DESCRIBED IN BOOK 195 AT PAGE 510 OF THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER;

THENCE ALONG THE BOUNDARY OF SAID PARCEL THE FOLLOWING THREE (3) COURSES:

TST INC, of DENVER

- 1) THENCE NORTH 00°17'09" EAST ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF SECTION 6 A DISTANCE OF 30.03 FEET;
- 2) THENCE SOUTH 87°55'13" WEST ALONG A LINE THIRTY FEET NORTHERLY DISTANT, WHEN MEASURED AT RIGHT ANGLES, AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SOUTHWEST QUARTER OF SECTION 6 A DISTANCE OF 626.74 FEET;
- 3) THENCE SOUTH 00°42'41" WEST A DISTANCE OF 30.04 FEET TO A POINT ON SAID SOUTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6;

THENCE SOUTH 87°55'13" WEST ALONG SAID SOUTH LINE A DISTANCE OF 710.00 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6;
THENCE SOUTH 87°54'53" WEST ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SOUTHWEST QUARTER OF SECTION 6 A DISTANCE OF 1085.68 FEET TO THE POINT OF BEGINNING, CONTAINING 189.62 ACRES, MORE OR LESS,

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL:

A PARCEL OF LAND LOCATED IN SECTION 5 AND SECTION 6, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 5 AND CONSIDERING THE WEST LINE OF SAID SOUTHWEST QUARTER OF SECTION 5 TO BEAR NORTH 00°08'27" WEST, WITH ALL BEARINGS CONTAINED HEREIN, RELATIVE THERETO;

THENCE SOUTH 87°49'36" WEST ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 6, 733.88 FEET; THENCE DEPARTING SAID SOUTH LINE, NORTH 00°08'27" WEST, 1433.04 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF HIGHWAY E-470;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING EIGHT (8) COURSES:

- 1) THENCE SOUTH 72°31'23" EAST, 189.51 FEET;
- 2) THENCE ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 12°32'30", A RADIUS OF 3005.03 FEET, AN ARC OF 658.07 FEET, AND A CHORD WHICH BEARS SOUTH 66°14'02" EAST, 656.76 FEET;
- 3) THENCE ALONG CURVE TO THE RIGHT HAVING A DELTA OF 02°12'42", A RADIUS OF 2918.21, AN ARC OF 112.65 FEET, AND A CHORD WHICH BEARS SOUTH 58°54'47" EAST, 112.64 FEET;
- 4) THENCE ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 15°07'33", A RADIUS OF 1851.86 FEET, AN ARC OF 488.88 FEET AND A CHORD WHICH BEARS SOUTH 50°15'37" EAST, 487.46 FEET;
- 5) THENCE SOUTH 42°41'51" EAST, 301.32 FEET;
- 6) THENCE ALONG A CURVE TO THE LEFT HAVING A DELTA OF 22°05'50", A RADIUS OF 677.41 FEET, AN ARC OF 261.26 FEET, AND A CHORD WHICH BEARS SOUTH 53°44'45" EAST, 259.64 FEET;
- 7) THENCE SOUTH 64°47'39" EAST, 41.05 FEET;
- 8) THENCE SOUTH 26°12'04" EAST, 155.34 FEET;

THENCE DEPARTING SAID RIGHT-OF-WAY LINE, SOUTH 10°56'39" WEST, 70.79 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A DELTA OF 02°52'51", A RADIUS OF 1969.86 FEET, AND AN ARC OF 99.04 FEET TO THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 5; THENCE ALONG SAID SOUTHERLY LINE SOUTH 89°09'23" WEST, 1006.02 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, CONTAINING 38.00 ACRES, MORE OR LESS.

THE ABOVE DESCRIBED PARCEL, LESS THE EXCEPTION CONTAINS 151.62 ACRES, MORE OR LESS,

TST INC. of DENVER

SURVEYOR'S CERTIFICATE

I, MICHAEL C. CREGGER, DO HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION UTILIZING TITLE POLICY NUMBER A75-0316723, DATED SEPTEMBER 14, 2001, PREPARED BY LAWYERS TITLE INSURANCE CORPORATION.

12/14/04 *Michael C. Cregger*
DATE PROFESSIONAL LAND SURVEYOR
COLORADO REGISTRATION NO. 225644



EXHIBIT "B"

1. Taxes and assessments for 2005, and subsequent years.
2. Any tax, assessment, fees or charges by reason of the inclusion of subject property in the Cherry Valley Public Irrigation District and the Douglas County Soil Conservation District.
3. The right of the proprietor of a vein or lode to extract or remove his ore, should the same be found to penetrate or intersect the premises thereby granted and rights of way for ditches and canals as reserved in the United States Patent recorded September 4, 1893 in Book X at Page 187, and any and all assignments thereof or interests therein.
4. Notes, easements and provisions as shown on the plat of Green Acres Subdivision.
5. Right of way for the use of the public through, over and across the roads granted to Douglas County by the plat of Green Acres Subdivision.
6. An easement for electric transmission lines and incidental purposes granted to Intermountain Rural Electric Association by the instrument recorded October 3, 1955 in Book 114 at Page 132.
7. Easement and right of way over subject property for the purpose of ingress and egress as reserved and further set forth under the instrument recorded January 17, 1969 in Book 190 at Page 55.
8. Right of way for ingress and egress as reserved in Deed recorded July 22, 1969 in Book 195 at Page 301.
9. Reservation of groundwater rights as contained in instrument recorded October 25, 1985 in Book 603 at Page 328.
10. The effect of the inclusion of the subject property in the Cherry Creek Basin Authority, as disclosed by the instrument recorded May 6, 1988 in Book 790 at Page 718.
11. The effect of the inclusion of the subject property in the E-470 Public Highway Authority, as disclosed by the instrument recorded May 12, 1988 in Book 792 at Page 3.
12. Terms, conditions, provisions, agreements and obligations specified under the Resolution No. R-989-012 recorded March 14, 1989 in Book 845 at Page 7.
13. Terms, conditions, provisions, agreements, and obligations specified under the Establishing Contract for the E-470 Public Highway Authority recorded June 26, 1989 in Book 860 at Page 555.

NOTE: Second Amendment to the Establishing Contract for the E-470 Public Highway Authority recorded July 10, 1989 in Book 862 at Page 723.

NOTE: Resolution No. R-992-099 approving the Sixth Amendment to the Establishing Contract for the E-470 Public Highway Authority recorded December 9, 1992 in Book 1100 at Page 1475.

NOTE: Resolution No. R-993-021 approving the revised Sixth Amendment to the Establishing Contract for the E-470 Public Highway Authority recorded February 1, 1993 in Book 1109 at Page 298.

14. Drainage, access, slope and permanent easements as granted and described in Agreement for Possession and Use between the E-470 Public Highway Authority and Commerce Park Associates-South, Ltd., recorded March 22, 1990 in Book 902 at Page 363.
15. Terms, conditions, provisions, agreements, and obligations specified under the Findings of Fact, Conclusions of Law, Judgment and Decree of the Water Court recorded March 26, 1990 in Book 903 at Page 20.
16. An easement for ingress, egress and incidental purposes granted to the E-470 Public Highway Authority by the instrument recorded October 25, 1990 in Book 936 at Page 1125.
17. Terms, conditions, provisions, agreements and obligations specified under the Intergovernmental Agreement for Irrigation Water Service recorded August 28, 1991 in Book 990 at Page 973.
18. Terms, conditions, provisions, agreements and obligations specified under the Intergovernmental Agreement for Land Application of Treated Effluent recorded August 28, 1991 in Book 990 at Page 1010.
19. Terms, conditions, provisions, agreements and obligations specified under the Douglas Planning Commission Agenda meeting recorded February 25, 1992 in Book 1030 at Page 631.
20. Terms, conditions, provisions, agreements and obligations specified under the Water Rights Special Warranty Deed and Dry-Up Covenant recorded December 16, 1992 in Book 1102 at Page 2292.
21. Terms, conditions, provisions, agreements and obligations specified under the Resolution No. R-995-019 approving the revised Intergovernmental Agreement recorded February 8, 1995 in Book 1246 at Page 1096.
22. The effect of the inclusion of the subject property in the E-470 Public Highway Authority, as disclosed by the instrument recorded December 19, 1995 in Book 1307 at Page 235.
23. Terms, conditions, provisions, agreements, and obligations specified under the Inclusion Agreement (No. 6) recorded March 4, 1996 in Book 1323 at Page 171.
24. Terms, conditions, provisions, agreements, and obligations specified under the Resolution No. R-999-070 recorded June 16, 1999 in Book 1721 at Page 1047.
25. The following matters as set forth on ALTA/ACSM Land Title Survey prepared by Carroll & Lange, Inc., dated March 9, 2001 and as last revised September 10, 2001 as Job No. 1272-S-ALTA, to wit:
 - a) Approximate 100 year base flood elevation boundary.
 - b) Utility poles and guy anchors along the Westerly, Easterly and Southerly lines of the property.
 - c) Gas markers along the Southerly line of the property.
 - d) Drainage culvert and concrete sidewalk affecting the Northerly portion of the property.
 - e) Barbed wire fences in numerous locations. Said fences do not follow property lines.
 - f) Utility poles and telephone pedestal lying South of the Southerly property line servicing the property.
 - g) Gravel road lying South of the Southerly property line and South of Block 31 (also known as Filbert Avenue) on the plat of

Grandview Estates, Douglas County records, servicing the property.

- h) Underground utility lines disclosed by visible surface evidence but not located.

26. Unrecorded lease dated August 5, 2004.
27. Terms, conditions, provisions, agreements, and obligations specified under the Board of Commissioners Douglas County Resolution No. R-82-34 recorded April 29, 1982 in Book 440 at Page 204 and re-recorded February 8, 1983 in Book 465 at Page 324.
28. Deed of Trust from 470 Compark LLC, a Colorado limited liability company to the Public Trustee of Douglas County, for the benefit of Steven F. and Sara E. Dallman, Joint Tenants, securing an original principal indebtedness of \$977,649.75, and any other amounts and/or obligations, dated September 14, 2001 and recorded September 14, 2001 in Book 2131 at Page 696.
29. Deed of Trust from 470 Compark LLC, a Colorado limited liability company to the Public Trustee of Douglas County, for the benefit of LNH Investments, L.L.P., a Colorado limited liability partnership, securing an original principal indebtedness of \$998,721.90, and any other amounts and/or obligations, dated September 14, 2001 and recorded September 14, 2001 in Book 2131 at Page 713.
30. Grading Agreement between 470 Compark, LLC, a Colorado limited liability company and Compark 190, LLC, a Colorado limited liability company recorded ~~August 2~~^{September}, 2005 in Book ~~at Page~~^{# 2005083845}.
31. Road Construction Agreement between 470 Compark, LLC, a Colorado limited liability company and Compark 190, LLC, a Colorado limited liability company recorded ~~August 2~~^{September}, 2005 in Book ~~at Page~~^{# 2005083846}.
32. Intersection Improvement Agreement between 470 Compark, LLC, a Colorado limited liability company and Compark 190, LLC, a Colorado limited liability company recorded ~~August 2~~^{September}, 2005 in Book ~~at Page~~^{# 2005083847}.
33. Dedication Agreement between 470 Compark, LLC, a Colorado limited liability company and Compark 190, LLC, a Colorado limited liability company and Newland Properties recorded ~~August 2~~^{September}, 2005 in Book ~~at Page~~^{# 2005083852}.

EXHIBIT D

Chambers Highpoint Property

EXHIBIT D

CHAMBERS HIGH POINT MD NOS. 1 & 2 DISTRICT BOUNDARIES
LGID NO. _____

LEGAL DESCRIPTION

PART OF THE SOUTHWEST QUARTER OF SECTION 5 AND PART OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 6 AND CONSIDERING THE EAST LINE OF SAID SOUTHEAST QUARTER OF SECTION 6 TO BEAR NORTH 00°08'26" WEST, AND MONUMENTED AS SHOWN HEREON, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE SOUTH 87°49'19" WEST, A DISTANCE OF 1086.96 FEET ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF SECTION 6;

THENCE NORTH 46°44'52" EAST, A DISTANCE OF 59.24 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 47°17'03", A RADIUS OF 100.00 FEET, AN ARC LENGTH OF 82.53 FEET, THE CHORD OF WHICH BEARS NORTH 23°06'21" EAST, A DISTANCE OF 80.20 FEET TO A POINT OF TANGENCY;

THENCE NORTH 00°32'10" WEST, A DISTANCE OF 40.51 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 20°09'03", A RADIUS OF 100.00 FEET, AN ARC LENGTH OF 35.17 FEET, THE CHORD OF WHICH BEARS NORTH 10°38'24" WEST, A DISTANCE OF 34.99 FEET TO A POINT OF TANGENCY;

THENCE NORTH 20°41'38" WEST, A DISTANCE OF 39.38 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 43°29'20", A RADIUS OF 50.00 FEET, AN ARC LENGTH OF 37.95 FEET, THE CHORD OF WHICH BEARS NORTH 42°26'18" WEST, A DISTANCE OF 37.05 FEET TO A POINT OF TANGENCY;

THENCE NORTH 64°10'58" WEST, A DISTANCE OF 23.43 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 23°16'42", A RADIUS OF 50.00 FEET, AN ARC LENGTH OF 20.31 FEET, THE CHORD OF WHICH BEARS NORTH 52°32'37" WEST, A DISTANCE OF 20.17 FEET TO A POINT OF TANGENCY;

THENCE NORTH 40°54'16" WEST, A DISTANCE OF 251.99 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 94°27'12", A RADIUS OF 125.00 FEET, AN ARC LENGTH OF 206.07 FEET, THE CHORD OF WHICH BEARS NORTH 06°19'20" EAST, A DISTANCE OF 183.51 FEET TO A POINT OF TANGENCY;

THENCE NORTH 53°32'56" EAST, A DISTANCE OF 294.75 FEET TO A POINT OF CURVATURE;

SEE SHEET 2 OF 5



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Civil Engineers • Surveyors • Water Resources Engineers • Water & Wastewater Engineers
Construction Managers • Environmental Scientists • Landscape Architects • Planners

BELFORD NORTH METROPOLITAN DISTRICT
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO

PROJ. MGR.: BJP
DRAWN BY: BJP
DATE: 06/30/17
SCALE: N/A

SHEET
1 OF 5
00C.LCPKC3.06

9/12/2017 1:43 PM Dwg Name: P:\C\c\c\3\ComSouth06-District Formation\dwg\Surv\Exhibits_Surv\00C.LCPKC3.06-SJ6.dwg Updated By: RKatz

EXHIBIT D

CHAMBERS HIGH POINT MD NOS. 1 & 2 DISTRICT BOUNDARIES
LGID NO. _____

LEGAL DESCRIPTION (CONTINUED...)

THENCE ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 33°25'14", A RADIUS OF 200.00 FEET, AN ARC LENGTH OF 116.66 FEET, THE CHORD OF WHICH BEARS NORTH 70°15'33" EAST, A DISTANCE OF 115.01 FEET TO A POINT OF TANGENCY;

THENCE NORTH 86°58'10" EAST, A DISTANCE OF 308.09 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 09°27'04", A RADIUS OF 500.00 FEET, AN ARC LENGTH OF 82.48 FEET, THE CHORD OF WHICH BEARS NORTH 82°14'38" EAST, A DISTANCE OF 82.38 FEET TO A POINT OF TANGENCY;

THENCE NORTH 77°31'06" EAST, A DISTANCE OF 135.79 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 12°56'47", A RADIUS OF 200.00 FEET, AN ARC LENGTH OF 45.19 FEET, THE CHORD OF WHICH BEARS NORTH 83°59'30" EAST, A DISTANCE OF 45.10 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 89°32'07" EAST, A DISTANCE OF 9.07 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 24°33'38", A RADIUS OF 200.00 FEET, AN ARC LENGTH OF 85.73 FEET, THE CHORD OF WHICH BEARS NORTH 78°11'04" EAST, A DISTANCE OF 85.08 FEET TO A POINT OF TANGENCY;

THENCE NORTH 65°54'15" EAST, A DISTANCE OF 75.57 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 43°58'01", A RADIUS OF 200.00 FEET, AN ARC LENGTH OF 153.47 FEET, THE CHORD OF WHICH BEARS NORTH 43°55'15" EAST, A DISTANCE OF 149.74 FEET TO A POINT OF TANGENCY;

THENCE NORTH 21°56'14" EAST, A DISTANCE OF 91.83 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF HIGHWAY E-470 AS DESCRIBED IN BOOK 902 AT PAGES 573 AND 576 OF THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING SEVEN (7) COURSES:

- 1) ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 01°35'08", A RADIUS OF 3005.03 FEET, AN ARC LENGTH OF 83.16 FEET, THE CHORD OF WHICH BEARS SOUTH 60°45'26" EAST, A DISTANCE OF 83.16 FEET TO A NON-TANGENT CURVE;
- 2) ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 02°16'00", A RADIUS OF 2918.21 FEET, AN ARC LENGTH OF 115.45 FEET, THE CHORD OF WHICH BEARS SOUTH 58°53'07" EAST, A DISTANCE OF 115.45 FEET TO A NON-TANGENT CURVE;
- 3) ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 15°02'19", A RADIUS OF 1851.86 FEET, AN ARC LENGTH OF 486.06 FEET, THE CHORD OF WHICH BEARS SOUTH 50°13'00" EAST, A DISTANCE OF 484.67 FEET TO A POINT OF TANGENCY;
- 4) SOUTH 42°41'51" EAST, A DISTANCE OF 301.32 FEET TO A POINT OF CURVATURE;

SEE SHEET 3 OF 5



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Construction Managers • Environmental Scientists • Landscape Architects • Planners

BELFORD NORTH METROPOLITAN DISTRICT
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO

PROJ. MGR.: BJP
DRAWN BY: BJP
DATE: 06/30/17
SCALE: N/A

SHEET
2 OF 5
00C.LCPKC3.06

EXHIBIT D

CHAMBERS HIGH POINT MD NOS. 1 & 2 DISTRICT BOUNDARIES
LGID NO. _____

LEGAL DESCRIPTION (CONTINUED...)

- 5) ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 22°05'50", A RADIUS OF 677.41 FEET, AN ARC LENGTH OF 261.26 FEET, THE CHORD OF WHICH BEARS SOUTH 53°44'45" EAST, A DISTANCE OF 259.64 FEET TO A POINT OF TANGENCY;
- 6) SOUTH 64°47'39" EAST, A DISTANCE OF 41.05 FEET;
- 7) SOUTH 26°12'04" EAST, A DISTANCE OF 155.34 FEET;

THENCE SOUTH 10°56'39" WEST, A DISTANCE OF 70.79 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 02°52'49", A RADIUS OF 1969.86 FEET, AN ARC LENGTH OF 99.02 FEET, THE CHORD OF WHICH BEARS SOUTH 09°30'15" WEST, A DISTANCE OF 99.01 FEET TO THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 5;

THENCE SOUTH 89°09'44" WEST, A DISTANCE OF 2.68 FEET ALONG LAST SAID SOUTH LINE TO THE WEST RIGHT-OF-WAY LINE OF CHAMBERS ROAD, AS PLATTED IN STONEGATE FILING NO. 16, RECORDED AT RECEPTION NO. 00091584 OF THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER;

THENCE SOUTH 10°56'24" WEST, A DISTANCE OF 383.96 FEET ALONG SAID WEST RIGHT-OF-WAY LINE;

THENCE NORTH 79°01'59" WEST, A DISTANCE OF 191.23 FEET TO A NON-TANGENT CURVE;

THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 32°59'21", A RADIUS OF 1251.04 FEET, AN ARC LENGTH OF 720.31 FEET, THE CHORD OF WHICH BEARS NORTH 62°32'28" WEST, A DISTANCE OF 710.40 FEET TO SAID SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 5;

THENCE SOUTH 89°09'44" WEST, A DISTANCE OF 112.21 FEET ALONG LAST SAID SOUTH LINE TO THE POINT OF BEGINNING;

CONTAINING A CALCULATED AREA OF 1,931,483 SQUARE FEET OR 44.3407 ACRES, MORE OR LESS.

I, BRIAN J. PFOHL, A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING.



BRIAN J. PFOHL, P.L.S. 38445
FOR AND ON BEHALF OF MANHARD CONSULTING



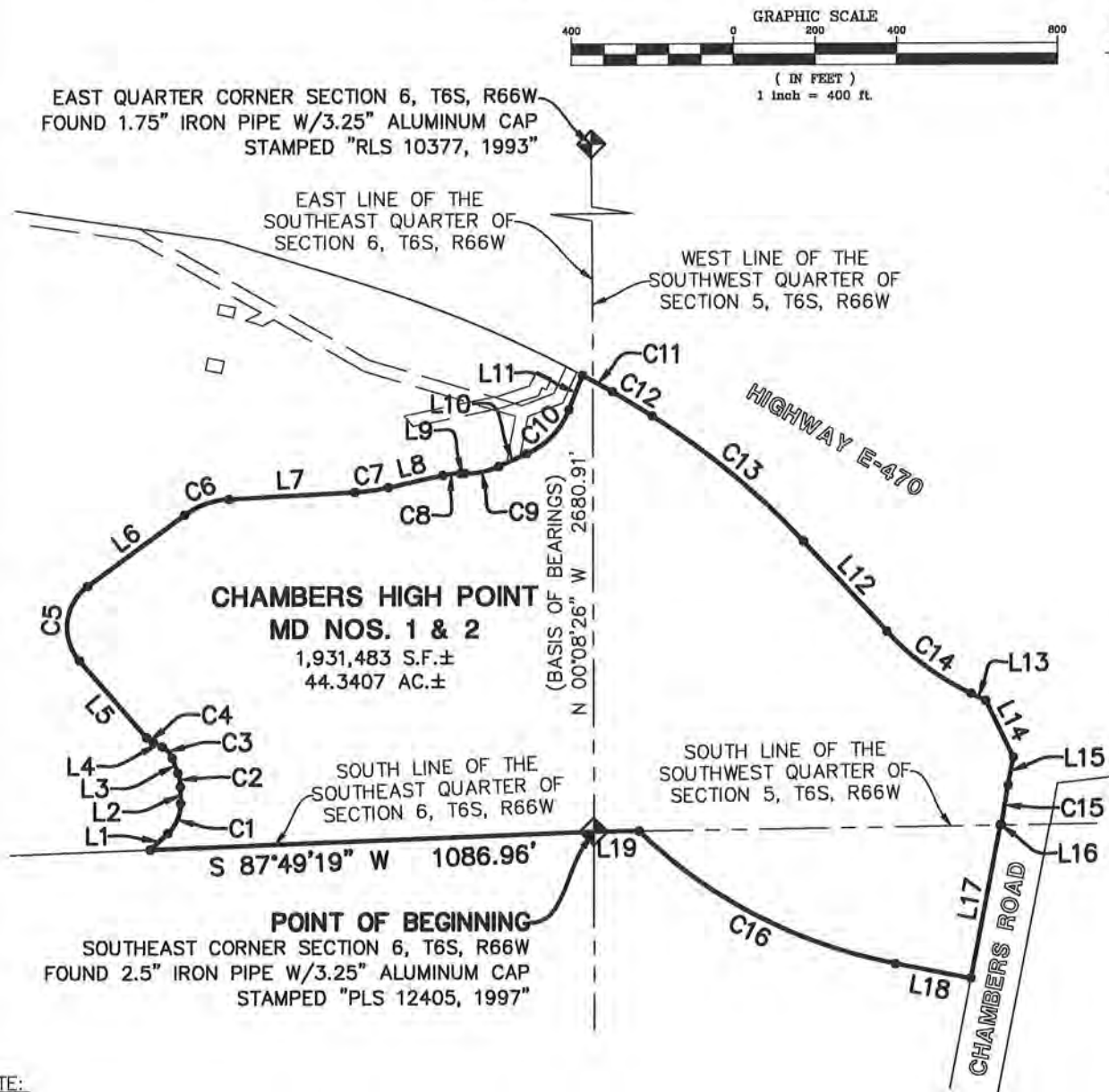
8008 E. Arapahoe Court, Suite 110, Centennial, CO 80112 ph:303.708.0500 fx:303.708.0400 manhard.com
Civil Engineers • Surveyors • Water Resource Engineers • Water & Wastewater Engineers
Construction Managers • Environmental Scientists • Landscape Architects • Planners

BELFORD NORTH METROPOLITAN DISTRICT
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO

PROJ. MGR.: BJP
DRAWN BY: BJP
DATE: 05/30/17
SCALE: N/A

SHEET
3 OF **5**
00C.LCPKC3.06

CHAMBERS HIGH POINT MD NOS. 1 & 2 DISTRICT BOUNDARIES
LGID NO. _____



SEE SHEET 5 FOR LINE AND CURVE TABLES
BELFORD NORTH METROPOLITAN DISTRICT
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO



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PROJ. MGR.:	BJP
DRAWN BY:	BJP
DATE:	06/30/17
SCALE:	1" = 400'

SHEET
4 OF 5
00C.LCPKC3.06

EXHIBIT D

CHAMBERS HIGH POINT MD NOS. 1 & 2 DISTRICT BOUNDARIES

LGID NO. _____

LINE TABLE		
LINE	BEARING	LENGTH
L1	N 46°44'52" E	59.24'
L2	N 00°32'10" W	40.51'
L3	N 20°41'38" W	39.38'
L4	N 64°10'58" W	23.43'
L5	N 40°54'16" W	251.99'
L6	N 53°32'56" E	294.75'
L7	N 86°58'10" E	308.09'

LINE TABLE		
LINE	BEARING	LENGTH
L8	N 77°31'06" E	135.79'
L9	S 89°32'07" E	9.07'
L10	N 65°54'15" E	75.57'
L11	N 21°56'14" E	91.83'
L12	S 42°41'51" E	301.32'
L13	S 64°47'39" E	41.05'
L14	S 26°12'04" E	155.34'

LINE TABLE		
LINE	BEARING	LENGTH
L15	S 10°56'39" W	70.79'
L16	S 89°09'44" W	2.68'
L17	S 10°56'24" W	383.96'
L18	N 79°01'59" W	191.23'
L19	S 89°09'44" W	112.21'

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	47°17'03"	100.00'	82.53'	N 23°06'21" E	80.20'
C2	20°09'03"	100.00'	35.17'	N 10°38'24" W	34.99'
C3	43°29'20"	50.00'	37.95'	N 42°26'18" W	37.05'
C4	23°16'42"	50.00'	20.31'	N 52°32'37" W	20.17'
C5	94°27'12"	125.00'	206.07'	N 06°19'20" E	183.51'
C6	33°25'14"	200.00'	116.66'	N 70°15'33" E	115.01'
C7	9°27'04"	500.00'	82.48'	N 82°14'38" E	82.38'
C8	12°56'47"	200.00'	45.19'	N 83°59'30" E	45.10'
C9	24°33'38"	200.00'	85.73'	N 78°11'04" E	85.08'
C10	43°58'01"	200.00'	153.47'	N 43°55'15" E	149.74'
C11	1°35'08"	3005.03'	83.16'	S 60°45'26" E	83.16'
C12	2°16'00"	2918.21'	115.45'	S 58°53'07" E	115.45'
C13	15°02'19"	1851.86'	486.06'	S 50°13'00" E	484.67'
C14	22°05'50"	677.41'	261.26'	S 53°44'45" E	259.64'
C15	2°52'49"	1969.86'	99.02'	S 09°30'15" W	99.01'
C16	32°59'21"	1251.04'	720.31'	N 62°32'28" W	710.40'



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BELFORD NORTH METROPOLITAN DISTRICT
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO

PROJ. MGR.: BJP
DRAWN BY: BJP
DATE: 06/30/17
SCALE: N/A

SHEET
5 OF 5
00C.LCPKC3.06

9/12/2017 1:43 PM Dwg Name: P:\Cicpkc3\ComSouth06-District Formation\dwg\Surveys\Exhibits_Surv\00C.LCPKC3.06-SL6.dwg Updated By: Rkatz

EXHIBIT E

Capital Plan and Engineer's Opinion of Probable Cost



Civil Engineering
Surveying & Geospatial Services
Water Resources Management
GIS Services
Construction Management

February 26, 2018

Ms. Emily Murphy
McGeady Becher P.C.
450 E. 17th Avenue, Suite 400
Denver, CO 80203-1214

**RE: Belford North Metropolitan District
Engineer's Certification Letter**

Dear Emily:

This letter is regarding the Belford North Metropolitan District Formation. The attached "Engineer's Opinion of Probable Cost" has been prepared on the basis of the engineer's experience and qualifications utilizing conceptual roadway, drainage, water and sanitary sewer plans prepared for the site. The location, sizing and inclusion of appurtenances were based upon the respective engineering standards for the Town of Parker, Urban Drainage and Flood Control District, and the Stonegate Water and Sanitation District. The prepared opinion of probable cost represents the engineer's best judgement as an experienced and qualified engineer familiar with the construction industry.

It is my opinion the cost estimates are reasonable and that such estimates are based on Parker's construction standards as required by the Capital Plan provisions of the Service Plan.

Please contact me at (303) 708-0500 if you have any questions or need additional information.

Sincerely,

Manhard Consulting

A handwritten signature in green ink, appearing to read 'Rick Moore', written over the 'Manhard Consulting' text.

Rick Moore, P.E.
For and On Behalf of Manhard Consulting, Ltd.



Cc: Tom Williams, PE, Town of Parker Engineering and Stormwater Division
Michael Vickers, 470 Compark, LLC

Belford South Metropolitan District (BSMD) & Belford North Metropolitan District (BNMD)
Engineer's Estimate of Probable Costs

Prepared: February 26, 2018

TOTAL COST SUMMARY

Summary Description	BSMD Subtotal	BNMD Subtotal	Total Item Cost
<u>STREET IMPROVEMENT COSTS:</u>	\$9,633,515	\$8,030,146	\$17,663,662
<u>STORM DRAINAGE IMPROVEMENT COSTS:</u>	\$2,399,103	\$1,885,010	\$4,284,113
<u>SANITARY SEWER IMPROVEMENT COSTS:</u>	\$399,711	\$314,059	\$713,770
<u>WATER MAIN IMPROVEMENT COSTS:</u>	\$637,003	\$500,502	\$1,137,505
<u>PARK AND OPEN SPACE IMPROVEMENT COSTS:</u>	\$2,097,103	\$951,668	\$3,048,771
<u>TOTAL</u>	<u>\$15,166,436</u>	<u>\$11,681,385</u>	<u>\$26,847,821</u>

**Compark Village South, Filing No. 1
Cost Split Summary**

February 26, 2018

Item Number	Item Description	Subtotal	BSMD Responsibility Amount	BNMD Responsibility Amount
STREET IMPROVEMENT COSTS				
1	Belford Ave - Segment A (Peoria Street to Town of Parker Limit, +/- 3,133 L.F.) - Phase 1	\$4,136,349	\$3,001,476	\$1,134,873
2	Belford Ave - Segment A (Peoria Street to Town of Parker Limit, +/- 3,133 L.F.) - Phase 2	\$1,189,634	\$0	\$1,189,634
3	Belford Ave - Segment B (Town of Parker Limit to Third Residential Entrance, +/- 3,418 L.F.) - Phase 1	\$3,171,493	\$2,500,712	\$670,782
4	Belford Ave - Segment B (Town of Parker Limit to Third Residential Entrance, +/- 3,418 L.F.) - Phase 2	\$1,920,822	\$162,914	\$1,757,908
5	Belford Ave - Segment C.1 (Third Residential Entrance to Happy Canyon Bridge, +/- 1,580 L.F.) - Phase 1	\$4,685,752	\$2,929,653	\$1,756,099
6	Belford Ave - Segment C.1 (Third Residential Entrance to Happy Canyon Bridge, +/- 1,580 L.F.) - Phase 2	\$893,743	\$105,873	\$787,869
7	Belford Ave - Segment C.2 (Happy Canyon Bridge to Chambers Road, +/- 1,825 L.F.)	\$1,665,870	\$932,887	\$732,983
Subtotal		\$17,663,662	\$9,633,515	\$8,030,146
STORM DRAINAGE IMPROVEMENT COSTS				
8	Green Acres Tributary	\$4,284,113	\$2,399,103	\$1,885,010
WATER MAIN IMPROVEMENT COSTS				
9	Water Improvements	\$1,137,505	\$637,003	\$500,502
SANITARY IMPROVEMENT COSTS				
10	Sanitary Improvements	\$713,770	\$399,711	\$314,059
PARK AND OPEN SPACE IMPROVEMENT COSTS				
11	Landscape Improvements	\$3,048,771	\$2,097,103	\$951,668
TOTALS		\$26,847,821	\$15,166,436	\$11,681,385

The opinion of probable construction costs for Compark Village South, Filing No. 1 was based on approximate quantity estimates for general Earthwork, utility work, concrete structural work, revegetation, and miscellaneous work based on the Final Road & Storm Drainage Construction Plans Prepared by Manhard Consulting, latest revision dated December 2016.

Quantities were multiplied by current construction industry prices.

The opinion of probable costs shown, and any resulting conclusions on project financial or economic feasibility or funding requirements, have been prepared for guidance in project evaluation and implementation from the information available at the time the opinion was prepared. The final costs of the project and resulting feasibility will depend on actual labor and material costs, competitive market conditions, actual site conditions, final project scope, implementation schedule, continuity of personnel and engineering, and other variable factors. As a result, the project costs will vary from the opinion of the probable costs presented herein.

Compark Village South, Filing No. 1
Belford Ave - Segment A (Peoria Street to Town of Parker Limit) - Phase 1
Roadway and Drainage Quantity Estimates

February 26, 2018

Item Number	Item Description	Estimated Quantity	Unit	Estimated Unit Cost	Subtotal	BSMD Responsibility		BNMD Responsibility	
						%	Amount	%	Amount
I. EARTHWORK									
A. Grading, Erosion Control, Sediment Control									
1	Total Cut	26,954	CY	\$2.00	\$53,908	56%	\$30,168	44%	\$23,720
	Fill is 47,653 CY; ~11,623 CY imported fill required after shrinkage and reuse of strippings								
2	Remove Strippings (Topsoil) (6" Depth)	10,083	CY	\$1.59	\$15,994	56%	\$8,956	44%	\$7,037
3	Surface Roughening	13	AC	\$190.96	\$2,387	56%	\$1,337	44%	\$1,050
4	Vehicle Tracking Control	1	Each	\$1,274.63	\$1,275	56%	\$714	44%	\$561
5	Concrete Washout Area	1	Each	\$566.40	\$566	56%	\$317	44%	\$249
6	Stabilized Staging Area	1	Each	\$1,682.51	\$1,683	56%	\$942	44%	\$740
7	Portable Toilet Protection	1	Each	\$69.53	\$70	56%	\$39	44%	\$31
8	Debris and Trash Control	50	HR	\$30.59	\$1,530	56%	\$857	44%	\$673
9	Temporary Sediment Basin	2	Each	\$7,647.75	\$15,296	56%	\$8,565	44%	\$6,730
10	Check Dam	325	L.F.	\$3.97	\$1,289	56%	\$722	44%	\$567
11	Inlet Protection	4	Each	\$215.06	\$860	56%	\$482	44%	\$379
12	Rock Sock	2	Each	\$42.64	\$85	56%	\$48	44%	\$38
13	Sediment Control Log	3,150	L.F.	\$1.99	\$6,278	56%	\$3,516	44%	\$2,762
14	Silt Fence (4,610 L.F. for Temp Access)	10,150	L.F.	\$0.87	\$8,845	56%	\$4,953	44%	\$3,892
SUBTOTAL					\$110,064		\$61,636		\$48,428

II. STORM SEWER SYSTEM IMPROVEMENTS**A. Storm Laterals - Belford Ave**

1	Type-R Inlet - 10"	3	Each	\$4,904.76	\$14,714	56%	\$8,240	44%	\$6,474
2	Type-R Inlet - 15"	1	Each	\$5,424.80	\$5,425	56%	\$3,038	44%	\$2,387
3	36" RCP	279	L.F.	\$127.93	\$35,691	56%	\$19,987	44%	\$15,704
4	42" RCP	110	L.F.	\$162.96	\$16,825	56%	\$9,422	44%	\$7,403
5	36" FES w/ Cutoff Wall	2	Each	\$4,894.56	\$9,789	56%	\$5,482	44%	\$4,307
SUBTOTAL							\$82,445		\$36,276

B. East Water Quality Pond (Cordillera)

1	Type M Soil Rip Rap (at Overflow Weir)	323	C.Y.	\$71.38	\$23,055	56%	\$12,911	44%	\$10,144
2	Concrete Trickle Channel (4' Wide x 6" Deep)	80	L.F.	\$76.94	\$6,155	56%	\$3,447	44%	\$2,708
3	14' Maintenance Trail (8" Thick Crushed Granite)	85	L.F.	\$36.15	\$3,073	56%	\$1,721	44%	\$1,352
4	14' Maintenance Trail (12" Thick Crushed Granite)	23	L.F.	\$39.86	\$917	56%	\$513	44%	\$403
5	Reinforced Concrete Forebay (13' x 18')	1	Each	\$13,194.92	\$13,195	56%	\$7,389	44%	\$5,806
6	Outlet Structure (Structure, Initial Surge, Micropool, WQ Plate)	1	Each	\$15,719.14	\$15,719	56%	\$8,803	44%	\$6,916
7	18" RCP	64	L.F.	\$53.77	\$3,441	56%	\$1,927	44%	\$1,514
8	18" FES w/ Cutoff Wall	1	Each	\$2,921.90	\$2,922	56%	\$1,636	44%	\$1,286
9	Type L Rip-Rap Low Tailwater Basin	8	C.Y.	\$77.87	\$623	56%	\$349	44%	\$274
10	Concrete Emergency Overflow Weir	1	Each	\$8,122.37	\$8,122	56%	\$4,549	44%	\$3,574
11	Detailed Pond Grading	1	Each	\$13,628.75	\$13,629	56%	\$7,632	44%	\$5,997
12	Place 4-inch Thick Topsoil	245	C.Y.	\$5.56	\$1,363	56%	\$763	44%	\$600
13	Temporary Irrigation	0.5	Acres	\$1,622.25	\$811	56%	\$454	44%	\$357
SUBTOTAL							\$93,025		\$40,931

C. West Water Quality Pond (Cordillera)

1	Type M Soil Rip Rap (at Overflow Weir)	276	C.Y.	\$71.38	\$19,701	56%	\$11,032	44%	\$8,668
2	Concrete Trickle Channel (4' Wide x 6" Deep)	68	L.F.	\$76.94	\$5,232	56%	\$2,930	44%	\$2,302
3	14' Maintenance Trail (8" Thick Crushed Granite)	174	L.F.	\$36.15	\$6,291	56%	\$3,523	44%	\$2,768
4	14' Maintenance Trail (12" Thick Crushed Granite)	14	L.F.	\$39.86	\$558	56%	\$313	44%	\$246
5	Reinforced Concrete Forebay (13' x 16')	1	Each	\$13,194.92	\$13,195	56%	\$7,389	44%	\$5,806
6	Outlet Structure (Structure, Initial Surge, Micropool, WQ Plate)	1	Each	\$15,719.14	\$15,719	56%	\$8,803	44%	\$6,916
7	18" RCP	56	L.F.	\$53.77	\$3,011	56%	\$1,686	44%	\$1,325
8	18" FES w/ Cutoff Wall	1	Each	\$2,921.90	\$2,922	56%	\$1,636	44%	\$1,286
9	Type L Rip-Rap Low Tailwater Basin	8	C.Y.	\$77.87	\$623	56%	\$349	44%	\$274
10	Emergency Overflow Weir	1	Each	\$8,122.37	\$8,122	56%	\$4,549	44%	\$3,574
11	Detailed Pond Grading	1	Each	\$13,628.75	\$13,629	56%	\$7,632	44%	\$5,997
12	Place 4-inch Thick Topsoil	215	C.Y.	\$5.56	\$1,196	56%	\$670	44%	\$526
13	Temporary Irrigation	0.6	Acres	\$1,622.25	\$973	56%	\$545	44%	\$428
SUBTOTAL							\$91,171		\$40,115

III. STREET IMPROVEMENTS

A. Belford Ave (South Half from Peoria Street - Town of Parker Limit)

1	24' Temporary Construction Access Road - 8" Thickness	7,520	S.Y.	\$9.27	\$69,710	100%	\$69,710	0%	\$0
2	Cattle Guard	1	Each	\$6,315.65	\$6,316	100%	\$6,316	0%	\$0
3	Subgrade Preparation (2' Behind Back of Curb)	16,701	S.Y.	\$1.38	\$23,068	100%	\$23,068	0%	\$0
4	Asphalt Pavement (7" HMA/17" ABC)	14,440	S.Y.	\$44.50	\$642,522	100%	\$642,522	0%	\$0
5	6" Vertical Curb & Gutter	3,134	L.F.	\$13.91	\$43,578	100%	\$43,578	0%	\$0
6	4' Shoulder (8" Class 6 Road Base)	1,388	S.Y.	\$8.34	\$11,580	100%	\$11,580	0%	\$0
7	Delineator Posts @ 200' O.C.	16	Each	\$112.17	\$1,795	100%	\$1,795	0%	\$0
8	Signage	2	Each	\$258.63	\$517	100%	\$517	0%	\$0
9	Striping 8" White	2,415	L.F.	\$2.22	\$5,373	100%	\$5,373	0%	\$0
10	Skip Striping 4" White	493	L.F.	\$0.37	\$183	100%	\$183	0%	\$0
11	Striping 4" White	3,878	L.F.	\$1.11	\$4,314	100%	\$4,314	0%	\$0
12	Striping 4" Single Yellow	1,461	L.F.	\$1.11	\$1,625	100%	\$1,625	0%	\$0
13	Striping 4" Double Yellow	2,395	L.F.	\$2.22	\$5,328	100%	\$5,328	0%	\$0
14	8" Wide Yellow Cross Hatching @ 25'	1,002	S.Y.	\$1.59	\$1,588	100%	\$1,588	0%	\$0
15	8" Wide White Cross Hatching @ 25'	103	S.Y.	\$3.93	\$405	100%	\$405	0%	\$0
16	Collector Trench Drain	3,205	L.F.	\$14.65	\$46,942	100%	\$46,942	0%	\$0
17	Cleanouts	12	Each	\$250.29	\$3,003	100%	\$3,003	0%	\$0

SUBTOTAL \$867,849 \$867,849 \$0

C. Peoria Street Intersection

1	Clearing & Grubbing	1	L.S.	\$5,119.82	\$5,120	56%	\$2,867	44%	\$2,252.72
2	Removal of Barricade	1	Each	\$391.19	\$391	56%	\$219	44%	\$172.13
3	Removal of Pavement Marking	2904	S.F.	\$0.32	\$918	56%	\$514	44%	\$403.91
4	Removal of Sign Panel	3	Each	\$67.30	\$202	56%	\$113	44%	\$88.84
5	Removal of Ground Sign	3	Each	\$101.04	\$303	56%	\$170	44%	\$133.38
6	Removal of Traffic Signal Equipment	1	L.S.	\$5,799.31	\$5,799	56%	\$3,248	44%	\$2,551.70
7	Removal of Fence	710	L.F.	\$1.02	\$724	56%	\$405	44%	\$318.55
8	Removal of Curb & Gutter	1349	L.F.	\$8.44	\$11,380	56%	\$6,373	44%	\$5,007.09
9	Removal of Concrete Pavement	709	S.Y.	\$33.65	\$23,858	56%	\$13,360	44%	\$10,497.49
10	Removal of Light Standard	5	Each	\$241.02	\$1,205	56%	\$675	44%	\$530.24
11	Removal of Light Standard Foundation	5	Each	\$476.48	\$2,382	56%	\$1,334	44%	\$1,048.25
12	Removal of Pull Box	5	Each	\$190.96	\$955	56%	\$535	44%	\$420.12
13	Removal of Inlet	1	Each	\$1,539.75	\$1,540	56%	\$862	44%	\$677.49
14	Embankment Material (Complete-In-Place)	6324	C.Y.	\$23.45	\$148,317	56%	\$83,058	44%	\$65,259.66
15	Over excavation (Complete-In-Place)	5374	C.Y.	\$6.40	\$34,374	56%	\$19,249	44%	\$15,124.44
16	Potholing	24	HR	\$254.93	\$6,118	56%	\$3,426	44%	\$2,692.01
17	Stockpile Topsoil	1192	C.Y.	\$2.87	\$3,425	56%	\$1,918	44%	\$1,507.20
18	Topsoil	491	C.Y.	\$5.56	\$2,731	56%	\$1,529	44%	\$1,201.61
19	Reset Sign Panel	3	Each	\$409.73	\$1,229	56%	\$688	44%	\$540.85
20	Reset Pull Box	2	Each	\$67.30	\$135	56%	\$75	44%	\$59.22
21	Modify Manhole	4	Each	\$662.81	\$2,651	56%	\$1,485	44%	\$1,166.54
22	Adjust Valve Box	4	Each	\$254.93	\$1,020	56%	\$571	44%	\$448.67
23	Reset Traffic Signal Equipment	1	L.S.	\$1,822.48	\$1,822	56%	\$1,021	44%	\$801.89
24	Aggregate Base Course (Class 6)	1570	C.Y.	\$72.03	\$113,084	56%	\$63,327	44%	\$49,756.87
25	Hot Mix Asphalt (Grading S)(75)(PG 64-22)	460	Ton	\$69.71	\$32,067	56%	\$17,957	44%	\$14,109.38
26	Hot Mix Asphalt (Grading SX)(75)(PG 64-22)	230	Ton	\$74.72	\$17,185	56%	\$9,623	44%	\$7,561.28
27	Emulsified Asphalt (Slow-Setting)	417	Gal	\$2.87	\$1,198	56%	\$671	44%	\$527.27
28	Concrete Pavement (9 inch)	4687	S.Y.	\$75.18	\$352,367	56%	\$197,326	44%	\$155,041.59
29	Grouted Riprap (12 Inch)	50	C.Y.	\$150.92	\$7,546	56%	\$4,226	44%	\$3,320.14
30	Inlet Type R L 5 (5 Foot)	1	Each	\$4,965.94	\$4,966	56%	\$2,781	44%	\$2,185.01
31	Trench Drain (Perforated)	555	L.F.	\$15.48	\$8,592	56%	\$4,811	44%	\$3,780.44
32	Concrete Sidewalk (6 Inch)	191	S.Y.	\$39.49	\$7,543	56%	\$4,224	44%	\$3,318.76
33	Concrete Curb Ramp	40	S.Y.	\$54.04	\$2,162	56%	\$1,211	44%	\$951.18
34	High Speed Mountable Curb & Gutter	352	L.F.	\$15.76	\$5,547	56%	\$3,106	44%	\$2,440.75
35	Vertical Curb & Gutter	252	L.F.	\$13.91	\$3,504	56%	\$1,962	44%	\$1,541.79
36	Median Curb & Gutter	216	L.F.	\$13.72	\$2,963	56%	\$1,660	44%	\$1,303.91
37	Median Cover Material (4 Inch Patterned Concrete)	645	S.F.	\$9.92	\$6,398	56%	\$3,583	44%	\$2,814.98
38	Delineator (Type I)	6	Each	\$61.74	\$370	56%	\$207	44%	\$162.99
39	Common Trench	50	L.F.	\$10.10	\$505	56%	\$283	44%	\$222.29
40	Common Bore	295	L.F.	\$18.17	\$5,360	56%	\$3,002	44%	\$2,358.36
41	PVC Conduit 2" (Within Common Bore or Trench)	435	L.F.	\$3.93	\$1,708	56%	\$956	44%	\$751.41
42	PVC Conduit 3" (Within Common Bore or Trench)	785	L.F.	\$5.05	\$3,962	56%	\$2,219	44%	\$1,743.41
43	Pull Box (Type I)	1	Each	\$1,160.60	\$1,161	56%	\$650	44%	\$510.67
44	Pull Box (Type II)	4	Each	\$857.48	\$3,430	56%	\$1,921	44%	\$1,509.16
45	Sign Panel (Class I)	123	S.F.	\$72.95	\$8,973	56%	\$5,025	44%	\$3,948.32
46	Sign Panel (Class II)	58	S.F.	\$36.99	\$2,145	56%	\$1,201	44%	\$943.92
47	Steel Sign Post (2x2 Inch Tubing)	123	L.F.	\$13.44	\$1,653	56%	\$926	44%	\$727.45
48	Traffic Signal Light Pole, 50' Mast Arm	1	Each	\$30,008.84	\$30,009	56%	\$16,805	44%	\$13,203.89
49	Traffic Signal Light Pole, 60' Mast Arm	2	Each	\$31,874.90	\$63,750	56%	\$35,700	44%	\$28,049.91
50	Traffic Signal Light Pole, 65' Mast Arm	1	Each	\$32,127.97	\$32,128	56%	\$17,992	44%	\$14,136.31
51	Traffic Signal Head, 3-Section, 12" Lenses	10	Each	\$863.96	\$8,640	56%	\$4,838	44%	\$3,801.44
52	Traffic Signal Head, 3-Section, 12" Lenses "Arrow"	11	Each	\$875.09	\$9,626	56%	\$5,391	44%	\$4,235.43
53	Pedestrian Head (16-Inch)(Countdown)	2	Each	\$656.32	\$1,313	56%	\$735	44%	\$577.56
54	Pedestrian Push Buttons	2	Each	\$358.93	\$718	56%	\$402	44%	\$315.86
55	Intersection Detection System (Camera)	4	Each	\$10,336.98	\$41,348	56%	\$23,155	44%	\$18,193.08
56	Opticom GTT 762 Card	2	Each	\$3,085.06	\$6,170	56%	\$3,455	44%	\$2,714.85
57	Opticom GTT 722 Head	2	Each	\$1,587.95	\$3,176	56%	\$1,779	44%	\$1,397.40
58	Traffic Signal Controller Cabinet Modifications	1	L.S.	\$7,178.69	\$7,179	56%	\$4,020	44%	\$3,158.62
59	Sanitary Facility	1	Each	\$305.91	\$306	56%	\$171	44%	\$134.60
60	Pavement Marking Paint (Waterborne)	47	Gal	\$169.64	\$7,973	56%	\$4,465	44%	\$3,508.18
61	Methyl Methacrylate Pavement Marking (Word-Symbol)	290	S.F.	\$27.81	\$8,065	56%	\$4,516	44%	\$3,548.56
62	Methyl Methacrylate Pavement Marking (Xwalk-Stope Line)	736	S.F.	\$24.10	\$17,739	56%	\$9,934	44%	\$7,805.19
63	Traffic Signal (Temporary)	1	L.S.	\$13,875.34	\$13,875	56%	\$7,770	44%	\$6,105.15
64	Construction Traffic Control	1	L.S.	\$56,083.50	\$56,084	56%	\$31,407	44%	\$24,676.74

65	Utility Relocations	1	L.S.	\$139,050.00	\$139,050	56%	\$77,868	44%	\$61,182.00
				SUBTOTAL	\$1,298,137		\$726,958		\$571,180

IV. STREETScape & IRRIGATION

A. Belford Ave (South Half from Peoria Street - Town of Parker Limit)

1	Street Tree	100	Each	\$600.00	\$60,000	100%	\$60,000	0%	\$0.00
2	Sod	45,000	S.F.	\$0.85	\$38,250	100%	\$38,250	0%	\$0.00
3	Irrigation	45,000	S.F.	\$1.00	\$45,000	100%	\$45,000	0%	\$0.00
				SUBTOTAL	\$143,250		\$143,250		\$0
				PUBLIC IMPROVEMENTS SUBTOTAL	\$2,685,941		\$1,949,010		\$736,931

DESIGN/PLANNING:

1	Design/Planning @ 10%				\$268,594		\$194,901		\$73,693
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MOBILIZATION:

1	Mobilization @ 5%				\$134,297		\$97,451		\$36,847
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SURVEYING:

1	Surveying @ 3%				\$80,578		\$58,470		\$22,108
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CONSTRUCTION MANAGEMENT / TESTING:

1	Construction Management / Testing @ 12%				\$322,313		\$233,881		\$88,432
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CONTINGENCY:

1	Contingency @ 10%				\$268,594		\$194,901		\$73,693
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SUBTOTAL	\$1,074,376		\$779,604		\$294,772
PUBLIC IMPROVEMENTS TOTAL	\$3,760,317		\$2,728,615		\$1,031,703
LETTER OF CREDIT AT 110%	\$4,136,349		\$3,001,476		\$1,134,873

The opinion of probable construction costs for Compark Village South, Filing No. 1 was based on approximate quantity estimates for general Earthwork, utility work, concrete structural work, revegetation, and miscellaneous work based on the Final Road & Storm Drainage Construction Plans Prepared by Manhard Consulting, latest revision dated December 2016

Quantities were multiplied by current construction industry unit prices.

The opinion of probable costs shown, and any resulting conclusions on project financial or economic feasibility or funding requirements, have been prepared for guidance in project evaluation and implementation from the information available at the time the opinion was prepared. The final costs of the project and resulting feasibility will depend on actual labor and material costs, competitive market conditions, actual site conditions, final project scope, implementation schedule, continuity of personnel and engineering, and other variable factors. As a result, the project costs will vary from the opinion of the probable costs presented herein.

Compark Village South, Filing No. 1
Belford Ave - Segment A (Peoria Street to Town of Parker Limit) - Phase 2
 Roadway and Drainage Quantity Estimates

February 26, 2018

Item Number	Item Description	Estimated Quantity	Unit	Estimated Unit Cost	Subtotal	BSMD Responsibility		BNMD Responsibility	
						%	Amount	%	Amount

I. EARTHWORK**A. Grading, Erosion Control, Sediment Control**

1	Remove Strippings (Topsoil) (3" Depth)	1,030	CY	\$1.59	\$1,633	0%	\$0	100%	\$1,633
2	Vehicle Tracking Control	1	Each	\$1,274.63	\$1,275	0%	\$0	100%	\$1,275
3	Concrete Washout Area	1	Each	\$566.40	\$566	0%	\$0	100%	\$566
4	Stabilized Staging Area	1	Each	\$1,682.51	\$1,683	0%	\$0	100%	\$1,683
5	Portable Toilet Protection	1	Each	\$69.53	\$70	0%	\$0	100%	\$70
6	Debris and Trash Control	50	HR	\$30.59	\$1,530	0%	\$0	100%	\$1,530
7	Check Dam	325	L.F.	\$3.97	\$1,289	0%	\$0	100%	\$1,289
8	Inlet Protection	4	Each	\$215.06	\$860	0%	\$0	100%	\$860
9	Rock Sock	2	Each	\$42.64	\$85	0%	\$0	100%	\$85
10	Sediment Control Log	3,150	L.F.	\$1.99	\$6,278	0%	\$0	100%	\$6,278
11	Silt Fence	3,250	L.F.	\$0.87	\$2,832	0%	\$0	100%	\$2,832
SUBTOTAL					\$18,100		\$0		\$18,100

II. STORM SEWER SYSTEM IMPROVEMENTS**A. Storm Laterals - Belford Ave**

1	Type-R Inlet - 10'	1	Each	\$4,904.76	\$4,905	0%	\$0	100%	\$4,905
2	Type-R Inlet - 15'	1	Each	\$5,424.80	\$5,425	0%	\$0	100%	\$5,425
SUBTOTAL					\$10,330		\$0		\$10,330

III. STREET IMPROVEMENTS**A. Belford Ave (North Half from Peoria Street - Town of Parker Limit)**

1	Subgrade Preparation (2' Behind Back of Curb)	12,370	S.Y.	\$1.38	\$17,086	0%	\$0	100%	\$17,086
2	Asphalt Pavement (7" HMA/17" ABC)	10,940	S.Y.	\$44.50	\$486,786	0%	\$0	100%	\$486,786
3	6" Vertical Curb & Gutter	3,131	L.F.	\$13.91	\$43,537	0%	\$0	100%	\$43,537
4	Striping 8" White	6,265	L.F.	\$2.22	\$13,938	0%	\$0	100%	\$13,938
5	Skip Striping 4" White	6,150	L.F.	\$0.37	\$2,280	0%	\$0	100%	\$2,280
6	Striping 4" White	3,131	L.F.	\$1.11	\$3,483	0%	\$0	100%	\$3,483
7	Collector Trench Drain	3,195	L.F.	\$14.65	\$46,796	0%	\$0	100%	\$46,796
8	Cleanouts	11	Each	\$250.29	\$2,753	0%	\$0	100%	\$2,753
SUBTOTAL					\$616,659		\$0		\$616,659

IV. STREETScape & IRRIGATION**A. Belford Ave (North Half from Peoria Street - Town of Parker Limit)**

1	Street Tree	89	Each	\$600.00	\$53,400	0%	\$0	100%	\$53,400.00
2	Sod	40,000	S.F.	\$0.85	\$34,000	0%	\$0	100%	\$34,000.00
3	Irrigation	40,000	S.F.	\$1.00	\$40,000	0%	\$0	100%	\$40,000.00
SUBTOTAL					\$127,400		\$0		\$127,400
PUBLIC IMPROVEMENTS SUBTOTAL					\$772,489		\$0		\$772,489

DESIGN/PLANNING:

1	Design/Planning @ 10%				\$77,249		\$0		\$77,249
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MOBILIZATION:

1	Mobilization @ 5%				\$38,624		\$0		\$38,624
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SURVEYING:

1	Surveying @ 3%				\$23,175		\$0		\$23,175
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CONSTRUCTION MANAGEMENT / TESTING:

1	Construction Management / Testing @ 12%				\$92,699		\$0		\$92,699
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CONTINGENCY:

1	Contingency @ 10%				\$77,249		\$0		\$77,249
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SUBTOTAL					\$308,996		\$0		\$308,996
PUBLIC IMPROVEMENTS TOTAL					\$1,081,485		\$0		\$1,081,485
LETTER OF CREDIT AT 110%					\$1,189,634		\$0		\$1,189,634

The opinion of probable construction costs for Compark Village South, Filing No. 1 was based on approximate quantity estimates for general Earthwork, utility work, concrete structural work, revegetation, and miscellaneous work based on the Final Road & Storm Drainage Construction Plans Prepared by Manhard Consulting, latest revision dated December 2018.

Quantities were multiplied by current construction industry unit prices.

The opinion of probable costs shown, and any resulting conclusions on project financial or economic feasibility or funding requirements, have been prepared for guidance in project evaluation and implementation from the information available at the time the opinion was prepared. The final costs of the project and resulting feasibility will depend on actual labor and material costs, competitive market conditions, actual site conditions, final project scope, implementation schedule, continuity of personnel and engineering, and other variable factors. As a result, the project costs will vary from the opinion of the probable costs presented herein.

Compark Village South, Filing No. 1
Belford Ave - Segment B (Town of Parker Limit to Third Residential Entrance) - Phase 1
 Roadway and Drainage Quantity Estimates

February 26, 2018

Item Number	Item Description	Estimated Quantity	Unit	Estimated Unit Cost	Subtotal	BSMD Responsibility		BNMD Responsibility	
						%	Amount	%	Amount
I. EARTHWORK									
A. Grading, Erosion Control, Sediment Control									
1	Total Cut	106,519	CY	\$2.00	\$213,038	56%	\$119,301	44%	\$93,737
	Fill is 134,248 CY; ~14,153 CY excess cut after shrinkage and reuse of strippings								
2	Total Cut (South Berm)	15,576	CY	\$2.00	\$31,152	56%	\$17,445	44%	\$13,707
3	Remove Strippings (Topsoil) (6" Depth)	15,085	CY	\$1.59	\$23,928	56%	\$13,400	44%	\$10,528
4	Remove Strippings (Topsoil) (6" Depth)(South Berm)	8,309	CY	\$1.59	\$13,180	56%	\$7,381	44%	\$5,799
5	Surface Roughening	19	AC	\$190.98	\$3,571	56%	\$2,000	44%	\$1,571
6	Vehicle Tracking Control	1	Each	\$1,274.63	\$1,275	56%	\$714	44%	\$561
7	Concrete Washout Area	1	Each	\$566.40	\$566	56%	\$317	44%	\$249
8	Stabilized Staging Area	1	Each	\$1,682.51	\$1,683	56%	\$942	44%	\$740
9	Portable Toilet Protection	1	Each	\$69.53	\$70	56%	\$39	44%	\$31
10	Debris and Trash Control	50	HR	\$30.59	\$1,530	56%	\$857	44%	\$673
11	Temporary Sediment Basin	5	Each	\$7,647.75	\$38,239	56%	\$21,414	44%	\$16,825
12	Diversion Ditch	2,700	L.F.	\$0.65	\$1,752	56%	\$981	44%	\$771
13	Check Dam	350	L.F.	\$3.97	\$1,389	56%	\$778	44%	\$611
14	Inlet Protection	10	Each	\$215.06	\$2,151	56%	\$1,204	44%	\$946
15	Rock Sock	5	Each	\$42.64	\$213	56%	\$119	44%	\$94
16	Temporary OM4-1 Sign	3	Each	\$229.90	\$690	56%	\$386	44%	\$303
17	Sidewalk Transition Protection	6	Each	\$132.56	\$795	56%	\$445	44%	\$350
18	Sediment Control Log	3,400	L.F.	\$1.99	\$6,776	56%	\$3,795	44%	\$2,982
19	Silt Fence	10,430	L.F.	\$0.87	\$9,088	56%	\$5,090	44%	\$3,999
SUBTOTAL					\$351,084		\$196,607		\$154,477

II. STORM SEWER SYSTEM IMPROVEMENTS**A. Storm Laterals - Belford Ave**

1	Type-R Inlet - 10'	4	Each	\$4,904.76	\$19,619	56%	\$10,987	44%	\$8,632
2	Type-R Inlet - 15'	4	Each	\$5,424.80	\$21,699	56%	\$12,152	44%	\$9,548
3	Type C Inlet	1	Each	\$3,874.86	\$3,875	56%	\$2,170	44%	\$1,705
4	Type D Inlet	1	Each	\$8,157.60	\$8,158	56%	\$4,568	44%	\$3,589
5	18" RCP	121	L.F.	\$49.13	\$5,945	56%	\$3,329	44%	\$2,616
6	24" RCP	624	L.F.	\$66.74	\$41,648	56%	\$23,323	44%	\$18,325
7	30" RCP	118	L.F.	\$91.77	\$10,829	56%	\$6,064	44%	\$4,765
8	36" RCP	798	L.F.	\$127.93	\$102,085	56%	\$57,168	44%	\$44,917
9	42" RCP	611	L.F.	\$152.96	\$93,456	56%	\$52,335	44%	\$41,120
10	6' Manhole	3	Each	\$3,568.95	\$10,707	56%	\$5,996	44%	\$4,711
11	6' CDS3035-6-C Water Quality Structure	1	Each	\$48,333.78	\$48,334	56%	\$27,067	44%	\$21,267
12	8' Diversion Bypass Manhole	1	Each	\$19,003.50	\$19,004	56%	\$10,642	44%	\$8,362
13	6' CDS4030-8-C Water Quality Structure	1	Each	\$50,220.23	\$50,220	56%	\$28,123	44%	\$22,097
14	6' CDS3030-6-C Water Quality Structure	1	Each	\$46,172.02	\$46,172	56%	\$25,856	44%	\$20,316
15	24" FES w/ Cutoff Wall	4	Each	\$3,568.95	\$14,276	56%	\$7,994	44%	\$6,281
16	30" FES w/ Cutoff Wall	3	Each	\$4,282.74	\$12,848	56%	\$7,195	44%	\$5,653
17	36" FES w/ Cutoff Wall	5	Each	\$4,894.56	\$24,473	56%	\$13,705	44%	\$10,768
18	42" FES w/ Cutoff Wall	2	Each	\$5,302.44	\$10,605	56%	\$5,939	44%	\$4,666
19	Type L Soil Rip Rap Lining for Swale	1,170	C.Y.	\$56.55	\$66,160	56%	\$37,050	44%	\$29,110
20	Type M Soil Rip Rap Lining for Swale	57	C.Y.	\$66.74	\$3,804	56%	\$2,130	44%	\$1,674
21	Type L Rip Rap at FES	441	C.Y.	\$56.55	\$24,937	56%	\$13,965	44%	\$10,972
SUBTOTAL					\$638,853		\$357,758		\$281,095

III. STREET IMPROVEMENTS**A. Belford Ave (South Half from Town of Parker Limit to Third Residential Entrance)**

1	Subgrade Preparation (2' Behind Back of Curb)	14,960	S.Y.	\$1.38	\$20,663	100%	\$20,663	0%	\$0
2	Asphalt Pavement (7" HMA/17" ABC)	13,250	S.Y.	\$44.50	\$589,572	100%	\$589,572	0%	\$0
3	6" Vertical Curb & Gutter	3,405	L.F.	\$13.91	\$47,347	100%	\$47,347	0%	\$0
4	4" Shoulder (8" Class 6 Road Base)	1,780	S.Y.	\$8.34	\$14,851	100%	\$14,851	0%	\$0
5	Delineator Posts @ 200' O.C.	16	Each	\$112.17	\$1,795	100%	\$1,795	0%	\$0
6	Striping 8" White	3,400	L.F.	\$2.22	\$7,564	100%	\$7,564	0%	\$0
7	Striping 4" White	3,415	L.F.	\$1.11	\$3,799	100%	\$3,799	0%	\$0
8	Striping 4" Double Yellow	3,410	L.F.	\$2.22	\$7,587	100%	\$7,587	0%	\$0
9	Cross Pan	136	S.Y.	\$76.01	\$10,338	100%	\$10,338	0%	\$0
10	Double Corner Pedestrian Ramp Including Curb Return	6	Each	\$1,621.32	\$9,728	100%	\$9,728	0%	\$0
9	Collector Trench Drain	3,170	L.F.	\$14.65	\$46,430	100%	\$46,430	0%	\$0
10	Cleanouts	10	Each	\$250.29	\$2,503	100%	\$2,503	0%	\$0
11	5' Detached Concrete Sidewalk	16,460	S.F.	\$4.38	\$72,172	100%	\$72,172	0%	\$0
12	Subgrade Preparation for Sidewalk	2,558	S.Y.	\$1.38	\$3,533	100%	\$3,533	0%	\$0
SUBTOTAL					\$837,881		\$837,881		\$0

IV. STREETScape & IRRIGATION

A. Belford Ave (South Half from Town of Parker Limit to Third Residential Entrance)

1	Street Tree	135	Each	\$600.00	\$81,000	100%	\$81,000	0%	\$0.00
2	Sod	44,000	S.F.	\$0.85	\$37,400	100%	\$37,400	0%	\$0.00
3	Shrub	625	Each	\$27.00	\$16,875	100%	\$16,875	0%	\$0.00
4	Ornamental Grass and Perennials	2,264	Each	\$17.00	\$38,488	100%	\$38,488	0%	\$0.00
5	Irrigation	46,264	S.F.	\$1.25	\$57,830	100%	\$57,830	0%	\$0.00

SUBTOTAL \$231,593 \$231,593 \$0

PUBLIC IMPROVEMENTS SUBTOTAL \$2,059,411 \$1,623,839 \$435,573

DESIGN/PLANNING:

1	Design/Planning @ 10%				\$205,941		\$162,384		\$43,557
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MOBILIZATION:

1	Mobilization @ 5%				\$102,971		\$81,192		\$21,779
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SURVEYING:

1	Surveying @ 3%				\$61,782		\$48,715		\$13,067
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CONSTRUCTION MANAGEMENT / TESTING:

1	Construction Management / Testing @ 12%				\$247,129		\$194,861		\$52,269
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CONTINGENCY:

1	Contingency @ 10%				\$205,941		\$162,384		\$43,557
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SUBTOTAL \$823,764 \$649,535 \$174,229

PUBLIC IMPROVEMENTS TOTAL \$2,883,176 \$2,273,374 \$609,802

LETTER OF CREDIT AT 110% \$3,171,493 \$2,500,712 \$670,782

The opinion of probable construction costs for Compark Village South, Filing No. 1 was based on approximate quantity estimates for general Earthwork, utility work, concrete structural work, revegetation, and miscellaneous work based on the Final Road & Storm Drainage Construction Plans Prepared by Manhard Consulting, latest revision dated December 2016

Quantities were multiplied by current construction industry unit prices.

The opinion of probable costs shown, and any resulting conclusions on project financial or economic feasibility or funding requirements, have been prepared for guidance in project evaluation and implementation from the information available at the time the opinion was prepared. The final costs of the project and resulting feasibility will depend on actual labor and material costs, competitive market conditions, actual site conditions, final project scope, implementation schedule, continuity of personnel and engineering, and other variable factors. As a result, the project costs will vary from the opinion of the probable costs presented herein.

Compark Village South, Filing No. 1
Belford Ave - Segment B (Town of Parker Limit to Third Residential Entrance) - Phase 2
 Roadway and Drainage Quantity Estimates

February 26, 2018

Item Number	Item Description	Estimated Quantity	Unit	Estimated Unit Cost	Subtotal	BSMD Responsibility		BNMD Responsibility	
						%	Amount	%	Amount

I. EARTHWORK**A. Grading, Erosion Control, Sediment Control**

1	Remove Strippings (Topsoil) (3" Depth)	1,380	CY	\$1.59	\$2,189	0%	\$0	100%	\$2,189
2	Vehicle Tracking Control	1	Each	\$1,274.63	\$1,275	0%	\$0	100%	\$1,275
3	Concrete Washout Area	1	Each	\$566.40	\$566	0%	\$0	100%	\$566
4	Stabilized Staging Area	1	Each	\$1,682.51	\$1,683	0%	\$0	100%	\$1,683
5	Portable Toilet Protection	1	Each	\$69.53	\$70	0%	\$0	100%	\$70
6	Debris and Trash Control	50	HR	\$30.59	\$1,530	0%	\$0	100%	\$1,530
7	Check Dam	350	Each	\$3.97	\$1,389	0%	\$0	100%	\$1,389
8	Inlet Protection	8	Each	\$215.06	\$1,721	0%	\$0	100%	\$1,721
9	Sediment Control Log	3,400	L.F.	\$1.99	\$6,776	0%	\$0	100%	\$6,776
10	Silt Fence	3,500	L.F.	\$0.87	\$3,050	0%	\$0	100%	\$3,050
SUBTOTAL					\$20,247		\$0		\$20,247

II. STORM SEWER SYSTEM IMPROVEMENTS**A. Storm Laterals - Belford Ave**

1	Type-R Inlet - 10'	3	Each	\$4,904.76	\$14,714	0%	\$0	100%	\$14,714
2	Type-R Inlet - 15'	1	Each	\$5,424.80	\$5,425	0%	\$0	100%	\$5,425
SUBTOTAL					\$20,139		\$0		\$20,139

III. STREET IMPROVEMENTS**A. Belford Ave (North Half from Town of Parker Limit to Third Residential Entrance)**

1	Subgrade Preparation (2' Behind Back of Curb)	16,550	S.Y.	\$1.38	\$22,859	0%	\$0	100%	\$22,859
2	Asphalt Pavement (7" HMA/17" ABC)	14,845	S.Y.	\$44.50	\$660,543	0%	\$0	100%	\$660,543
3	6" Vertical Curb & Gutter	3,430	L.F.	\$13.91	\$47,694	0%	\$0	100%	\$47,694
4	6" Median Curb & Gutter	3,255	L.F.	\$12.05	\$39,226	56%	\$21,967	44%	\$17,259
5	Splash Apron (Median)	360	S.Y.	\$83.43	\$30,035	56%	\$16,819	44%	\$13,215
6	Median Nose (Median)	4	Each	\$370.80	\$1,483	56%	\$831	44%	\$653
7	4" Perforated PVC Underdrain (Median)	2,650	L.F.	\$18.54	\$49,131	56%	\$27,513	44%	\$21,618
8	4" PVC Underdrain (Median)	220	L.F.	\$13.91	\$3,059	56%	\$1,713	44%	\$1,346
9	Underdrain Cleanout (Median)	12	Each	\$927.00	\$11,124	56%	\$6,229	44%	\$4,895
4	Striping 8" White	6,265	L.F.	\$2.22	\$13,938	0%	\$0	100%	\$13,938
5	Skip Striping 4" White	6,150	L.F.	\$0.37	\$2,280	0%	\$0	100%	\$2,280
6	Striping 4" White	3,131	L.F.	\$1.11	\$3,483	0%	\$0	100%	\$3,483
7	Collector Trench Drain	3,030	L.F.	\$14.65	\$44,379	0%	\$0	100%	\$44,379
8	Cleanouts	14	Each	\$250.29	\$3,504	0%	\$0	100%	\$3,504
9	Double Corner Pedestrian Ramp Including Curb Return	6	Each	\$1,473.93	\$8,844	0%	\$0	100%	\$8,844
10	5' Detached Concrete Sidewalk	15,940	S.F.	\$4.38	\$69,892	0%	\$0	100%	\$69,892
11	Subgrade Preparation for Sidewalk	2,480	S.Y.	\$1.38	\$3,425	0%	\$0	100%	\$3,425
SUBTOTAL					\$1,014,901		\$75,073		\$939,828

IV. STREETScape & IRRIGATION

A. Belford Ave (North Half from Town of Parker Limit to Third Residential Entrance)

1	Street Tree	96	Each	\$600.00	\$57,600	0%	\$0	100%	\$57,600.00
2	Sod	43,000	S.F.	\$0.85	\$36,550	0%	\$0	100%	\$36,550.00
3	Irrigation	43,000	S.F.	\$1.00	\$43,000	0%	\$0	100%	\$43,000.00
4	Street Tree (Median)	39	Each	\$600.00	\$23,400	56%	\$13,104	44%	\$10,296.00
5	Sod (Median)	17,000	S.F.	\$0.85	\$14,450	56%	\$8,092	44%	\$6,358.00
6	Irrigation (Median)	17,000	S.F.	\$1.00	\$17,000	56%	\$9,520	44%	\$7,480.00

SUBTOTAL \$192,000 \$30,716 \$161,284

PUBLIC IMPROVEMENTS SUBTOTAL \$1,247,287 \$105,789 \$1,141,498

DESIGN/PLANNING:

1	Design/Planning @ 10%				\$124,729		\$10,579		\$114,150
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MOBILIZATION:

1	Mobilization @ 5%				\$62,364		\$5,289		\$57,075
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SURVEYING:

1	Surveying @ 3%				\$37,419		\$3,174		\$34,245
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CONSTRUCTION MANAGEMENT / TESTING:

1	Construction Management / Testing @ 12%				\$149,674		\$12,695		\$136,980
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CONTINGENCY:

1	Contingency @ 10%				\$124,729		\$10,579		\$114,150
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SUBTOTAL \$498,915 \$42,315 \$456,599

PUBLIC IMPROVEMENTS TOTAL \$1,746,202 \$148,104 \$1,598,098

LETTER OF CREDIT AT 110% \$1,920,822 \$162,914 \$1,757,908

The opinion of probable construction costs for Compark Village South, Filing No. 1 was based on approximate quantity estimates for general Earthwork, utility work, concrete structural work, revegetation, and miscellaneous work based on the Final Road & Storm Drainage Construction Plans Prepared by Manhard Consulting, latest revision dated December 2016. Quantities were multiplied by current construction industry unit prices.

The opinion of probable costs shown, and any resulting conclusions on project financial or economic feasibility or funding requirements, have been prepared for guidance in project evaluation and material costs, and implementation from the information available at the time the opinion was prepared. The final costs of the project and resulting feasibility will depend on actual labor competitive market conditions, actual site conditions, final project scope, implementation schedule, continuity of personnel and engineering, and other variable factors. As a result, the project costs will vary from the opinion of the probable costs presented herein.

Compark Village South, Filing No. 1
Belford Ave - Segment C.1 (Third Residential Entrance to Happy Canyon Bridge) - Phase 1
Roadway and Drainage Quantity Estimates

February 26, 2018

Item Number	Item Description	Estimated Quantity	Unit	Estimated Unit Cost	Subtotal	BSMD Responsibility		BNMD Responsibility	
						%	Amount	%	Amount

I. EARTHWORK**A. Grading, Erosion Control, Sediment Control**

1	Total Cut	80,640	C.Y.	\$2.00	\$161,280	56%	\$90,317	44%	\$70,963
Fill is 11,928 CY; ~ 74,157 CY Excess Cut after shrinkage and reuse of strippings									
2	Remove Strippings (Topsoil) (6" Depth)	6,050	C.Y.	\$1.59	\$9,590	56%	\$5,371	44%	\$4,220
3	Surface Roughening	8	AC	\$190.96	\$1,432	56%	\$802	44%	\$630
4	Vehicle Tracking Control	1	Each	\$1,274.63	\$1,275	56%	\$714	44%	\$561
5	Concrete Washout Area	1	Each	\$566.40	\$566	56%	\$317	44%	\$249
6	Stabilized Staging Area	1	Each	\$1,682.51	\$1,683	56%	\$942	44%	\$740
7	Portable Toilet Protection	1	Each	\$69.53	\$70	56%	\$39	44%	\$31
8	Debris and Trash Control	50	HR	\$30.59	\$1,530	56%	\$857	44%	\$673
9	Temporary Sediment Basin	1	Each	\$7,647.75	\$7,648	56%	\$4,283	44%	\$3,365
10	Check Dam	460	L.F.	\$3.97	\$1,825	56%	\$1,022	44%	\$803
11	Inlet Protection	2	Each	\$215.06	\$430	56%	\$241	44%	\$189
12	Temporary OM4-1 Sign	1	Each	\$229.90	\$230	56%	\$129	44%	\$101
13	Sidewalk Transition Protection	2	Each	\$132.56	\$265	56%	\$148	44%	\$117
14	Sediment Control Log	1,600	L.F.	\$1.99	\$3,189	56%	\$1,786	44%	\$1,403
15	Silt Fence	3,340	L.F.	\$0.87	\$2,910	56%	\$1,630	44%	\$1,281
SUBTOTAL					\$193,922		\$108,597		\$85,326

II. STORM SEWER SYSTEM IMPROVEMENTS**A. Storm Laterals - Belford Ave**

1	Type-R Inlet - 10"	4	Each	\$4,904.76	\$19,619	56%	\$10,987	44%	\$8,632
2	Type-D Inlet - (Modified 10" Type R Inlet)	2	Each	\$4,904.76	\$9,810	56%	\$5,493	44%	\$4,316
3	Type-R Inlet - 15"	1	Each	\$5,424.80	\$5,425	56%	\$3,038	44%	\$2,387
4	18" RCP	735	L.F.	\$49.13	\$36,111	56%	\$20,222	44%	\$15,889
5	24" RCP	143	L.F.	\$66.74	\$9,544	56%	\$5,345	44%	\$4,200
6	36" RCP	83	L.F.	\$127.93	\$10,618	56%	\$5,946	44%	\$4,672
7	4' Manhole	1	Each	\$2,977.52	\$2,978	56%	\$1,667	44%	\$1,310
8	5' Manhole	1	Each	\$3,273.24	\$3,273	56%	\$1,833	44%	\$1,440
9	6' Manhole	1	Each	\$3,568.95	\$3,569	56%	\$1,999	44%	\$1,570
10	Box Base Manhole	1	Each	\$8,565.48	\$8,565	56%	\$4,797	44%	\$3,769
SUBTOTAL					\$109,512		\$61,327		\$48,185

B. Detention Pond - East Belford

1	Concrete Trickle Channel (4' Wide x 6" Deep)	131	L.F.	\$76.94	\$10,079	56%	\$5,644	44%	\$4,435
2	Reinforced Concrete Forebay	2	Each	\$13,194.92	\$26,390	56%	\$14,778	44%	\$11,612
3	10' Wide Gravel Maintenance Trail (8" Crushed Gravel)	522	L.F.	\$26.88	\$14,033	56%	\$7,858	44%	\$6,174
4	Outlet Structure	1	L.S.	\$46,350.00	\$46,350	56%	\$25,956	44%	\$20,394
5	Type M Rip Rap at Emergency Overflow	102	C.Y.	\$71.38	\$7,281	56%	\$4,077	44%	\$3,203
6	Concrete Emergency Overflow Weir	1	Each	\$8,122.37	\$8,122	56%	\$4,549	44%	\$3,574
7	Retaining Walls	1,745	V.S.F.	\$15.76	\$27,499	56%	\$15,400	44%	\$12,100
8	Place 4" Thick Topsoil Over Entire Pond Area	605	C.Y.	\$5.56	\$3,365	56%	\$1,884	44%	\$1,481
9	Temporary Irrigation	1.2	AC	\$1,622.25	\$1,947	56%	\$1,090	44%	\$857
SUBTOTAL					\$145,066		\$81,237		\$63,829

III. STREET IMPROVEMENTS**A. Belford Ave (South Half from Third Residential Entrance to Happy Canyon Bridge)**

1	Subgrade Preparation (2' Behind Back of Curb)	6,930	S.Y.	\$1.38	\$9,572	100%	\$9,572	0%	\$0
2	Asphalt Pavement (7" HMA/17" ABC)	6,040	S.Y.	\$44.50	\$268,756	100%	\$268,756	0%	\$0
3	8" Vertical Curb & Gutter	1,510	L.F.	\$13.91	\$20,997	100%	\$20,997	0%	\$0
4	4' Shoulder (8" Class 6 Road Base)	705	S.Y.	\$8.34	\$5,882	100%	\$5,882	0%	\$0
5	Delinicator Posts @ 200' O.C.	8	Each	\$112.17	\$897	100%	\$897	0%	\$0
6	Striping 8" White	1,575	L.F.	\$2.22	\$3,504	100%	\$3,504	0%	\$0
7	Striping 4" White	1,530	L.F.	\$1.11	\$1,702	100%	\$1,702	0%	\$0
8	Striping 4" Double Yellow	1,555	L.F.	\$2.22	\$3,460	100%	\$3,460	0%	\$0
9	Cross Pan	136	S.Y.	\$76.01	\$10,338	100%	\$10,338	0%	\$0
10	Double Corner Pedestrian Ramp Including Curb Return	2	Each	\$1,621.32	\$3,243	100%	\$3,243	0%	\$0
9	Collector Trench Drain	1,510	L.F.	\$14.65	\$22,116	100%	\$22,116	0%	\$0
10	Cleanouts	7	Each	\$250.29	\$1,752	100%	\$1,752	0%	\$0
11	5' Detached Concrete Sidewalk	7,300	S.F.	\$4.38	\$32,008	100%	\$32,008	0%	\$0
12	Subgrade Preparation for Sidewalk	1,140	S.Y.	\$1.38	\$1,575	100%	\$1,575	0%	\$0
13	Bridge at Happy Canyon Creek (Half Width)	7,400	S.F.	\$139.05	\$1,028,970	56%	\$576,223	44%	\$452,747
SUBTOTAL					\$1,414,771		\$962,024		\$452,747

IV. HAPPY CANYON IMPROVEMENTS

A. Drop Structure #1

1	Removal of Pipe	3	Each	\$1,668.60	\$5,006	56%	\$2,803	44%	\$2,203
2	Embankment Material (Complete in Place)	34,409	C.Y.	\$2.78	\$95,691	56%	\$53,587	44%	\$42,104
3	Structure Excavation	420	C.Y.	\$9.27	\$3,893	56%	\$2,180	44%	\$1,713
4	Structure Backfill (Class 1)	217	C.Y.	\$13.91	\$3,017	56%	\$1,690	44%	\$1,328
5	Filter Material (Class A)	35	C.Y.	\$60.26	\$2,109	56%	\$1,181	44%	\$928
6	Topsoil	262	C.Y.	\$13.91	\$3,643	56%	\$2,040	44%	\$1,603
7	Temporary Stream Crossing	1	Each	\$23,175.00	\$23,175	56%	\$12,978	44%	\$10,197
8	Aggregate Base Course (Class 6)	112	C.Y.	\$37.08	\$4,153	56%	\$2,326	44%	\$1,827
9	Steel Sheet Piling (Type II)	2,510	S.F.	\$37.08	\$93,071	56%	\$52,120	44%	\$40,951
10	Grouted Riprap (24 inch)	25	C.Y.	\$185.40	\$4,635	56%	\$2,596	44%	\$2,039
11	Riprap (12 inch)	51	C.Y.	\$50.99	\$2,600	56%	\$1,456	44%	\$1,144
12	Soil Riprap (12 inch)	1,220	C.Y.	\$50.99	\$62,202	56%	\$34,833	44%	\$27,369
13	Concrete Class D (Box Culvert)	105	C.Y.	\$533.03	\$55,968	56%	\$31,342	44%	\$24,626
14	48 inch Reinforced Concrete Pipe (Complete in Place)	211	L.F.	\$158.52	\$33,447	56%	\$18,730	44%	\$14,717
15	48 inch Reinforced Concrete End Section	1	Each	\$5,608.35	\$5,608	56%	\$3,141	44%	\$2,468
16	Inlet Type D (10 ft)	1	Each	\$8,157.60	\$8,158	56%	\$4,568	44%	\$3,589
17	Concrete Sidewalk (6 in)	240	S.Y.	\$39.86	\$9,567	56%	\$5,357	44%	\$4,209

SUBTOTAL \$415,943 \$232,928 \$183,015

B. Drop Structure #2

1	Filter Material (Class A)	305	C.Y.	\$60.26	\$18,378	56%	\$10,292	44%	\$8,086
2	Topsoil	126	C.Y.	\$13.91	\$1,752	56%	\$981	44%	\$771
3	Temporary Stream Crossing	1	Each	\$23,175.00	\$23,175	56%	\$12,978	44%	\$10,197
4	Aggregate Base Course (Class 6)	129	C.Y.	\$37.08	\$4,783	56%	\$2,679	44%	\$2,105
5	Steel Sheet Piling (Type II)	1,660	S.F.	\$37.08	\$61,553	56%	\$34,470	44%	\$27,083
6	Grouted Riprap (24 inch)	144	C.Y.	\$185.40	\$26,698	56%	\$14,951	44%	\$11,747
7	Riprap (24 inch)	908	C.Y.	\$64.89	\$58,920	56%	\$32,995	44%	\$25,925
8	Soil Riprap (12 inch)	208	C.Y.	\$50.99	\$10,605	56%	\$5,939	44%	\$4,666
9	Concrete Class D (Wall)	46	C.Y.	\$1,483.20	\$68,227	56%	\$38,207	44%	\$30,020
10	Concrete Sidewalk (6 in)	487	S.Y.	\$39.86	\$19,412	56%	\$10,871	44%	\$8,541

SUBTOTAL \$293,503 \$164,362 \$129,141

C. Drop Structure #3

1	Topsoil	104	C.Y.	\$32.45	\$3,374	56%	\$1,890	44%	\$1,485
2	Temporary Stream Crossing	1	Each	\$23,175.00	\$23,175	56%	\$12,978	44%	\$10,197
3	Aggregate Base Course (Class 6)	153	C.Y.	\$41.72	\$6,382	56%	\$3,574	44%	\$2,808
4	Steel Sheet Piling (Type II)	2,050	S.F.	\$37.08	\$76,014	56%	\$42,568	44%	\$33,446
5	Grouted Riprap (24 inch)	115	C.Y.	\$324.45	\$37,312	56%	\$20,895	44%	\$16,417
6	Soil Riprap (12 inch)	199	C.Y.	\$69.53	\$13,835	56%	\$7,748	44%	\$6,088

SUBTOTAL \$160,093 \$89,652 \$70,441

D. Drop Structure #4

1	Topsoil	168	C.Y.	\$32.45	\$5,451	56%	\$3,052	44%	\$2,398
2	Temporary Stream Crossing	1	Each	\$23,175.00	\$23,175	56%	\$12,978	44%	\$10,197
3	Aggregate Base Course (Class 6)	331	C.Y.	\$41.72	\$13,808	56%	\$7,732	44%	\$6,075
4	Steel Sheet Piling (Type II)	3,000	S.F.	\$37.08	\$111,240	56%	\$62,294	44%	\$48,946
5	Grouted Riprap (24 inch)	174	C.Y.	\$324.45	\$56,454	56%	\$31,614	44%	\$24,840
6	Soil Riprap (12 inch)	163	C.Y.	\$69.53	\$11,333	56%	\$6,346	44%	\$4,986

SUBTOTAL \$221,460 \$124,018 \$97,443

E. Wetland Maintenance

1	Wetlands Maintenance	1	L.S.	\$23,175.00	\$23,175	56%	\$12,978	44%	\$10,197
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SUBTOTAL \$23,175 \$12,978 \$10,197

V. STREETSCAPE & IRRIGATION

A. Belford Ave (South Half from Third Residential Entrance to Happy Canyon Bridge)

1	Street Tree	44	Each	\$600.00	\$26,400	100%	\$26,400	0%	\$0.00
2	Sod	21,000	S.F.	\$0.85	\$17,850	100%	\$17,850	0%	\$0.00
3	Irrigation	21,000	S.F.	\$1.00	\$21,000	100%	\$21,000	0%	\$0.00

SUBTOTAL \$65,250 \$65,250 \$0

PUBLIC IMPROVEMENTS SUBTOTAL \$3,042,696 \$1,902,372 \$1,140,324

DESIGN/PLANNING:

1	Design/Planning @ 10%				\$304,270		\$190,237		\$114,032
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MOBILIZATION:

1	Mobilization @ 5%				\$152,135		\$95,119		\$57,016
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SURVEYING:

1	Surveying @ 3%				\$91,281		\$57,071		\$34,210
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CONSTRUCTION MANAGEMENT / TESTING:

1	Construction Management / Testing @ 12%				\$365,124		\$228,285		\$136,839
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CONTINGENCY:

1	Contingency @ 10%				\$304,270		\$190,237		\$114,032
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SUBTOTAL \$1,217,078 \$760,949 \$456,130

PUBLIC IMPROVEMENTS TOTAL \$4,259,774 \$2,663,321 \$1,596,453

LETTER OF CREDIT AT 110% \$4,685,752 \$2,929,653 \$1,756,099

The opinion of probable construction costs for Compark Village South, Filing No. 1 was based on approximate quantity estimates for general Earthwork, utility work, concrete structural work, revegetation, and miscellaneous work based on the Final Road & Storm Drainage Construction Plans Prepared by Manhard Consulting, latest revision dated December 2016

Quantities were multiplied by current construction industry unit prices.

The opinion of probable costs shown, and any resulting conclusions on project financial or economic feasibility or funding requirements, have been prepared for guidance in project evaluation and implementation from the information available at the time the opinion was prepared. The final costs of the project and resulting feasibility will depend on actual labor and material costs, competitive market conditions, actual site conditions, final project scope, implementation schedule, continuity of personnel and engineering, and other variable factors. As a result, the project costs will vary from the opinion of the probable costs presented herein.

Compark Village South, Filing No. 1
Belford Ave - Segment C.1 (Third Residential Entrance to Happy Canyon Bridge) - Phase 2
Roadway and Drainage Quantity Estimates

February 26, 2018

Item Number	Item Description	Estimated Quantity	Unit	Estimated Unit Cost	Subtotal	BSMD Responsibility		BNMD Responsibility	
						%	Amount	%	Amount

I. EARTHWORK**A. Grading, Erosion Control, Sediment Control**

1	Remove Strippings (Topsoil) (3" Depth)	630	CY	\$1.59	\$999	0%	\$0	100%	\$999
2	Vehicle Tracking Control	1	Each	\$1,274.63	\$1,275	0%	\$0	100%	\$1,275
3	Concrete Washout Area	1	Each	\$566.40	\$566	0%	\$0	100%	\$566
4	Stabilized Staging Area	1	Each	\$1,682.51	\$1,683	0%	\$0	100%	\$1,683
5	Portable Toilet Protection	1	Each	\$69.53	\$70	0%	\$0	100%	\$70
6	Debris and Trash Control	50	HR	\$30.59	\$1,530	0%	\$0	100%	\$1,530
7	Check Dam	125	Each	\$3.97	\$496	0%	\$0	100%	\$496
8	Inlet Protection	2	Each	\$215.06	\$430	0%	\$0	100%	\$430
9	Sediment Control Log	1,550	L.F.	\$1.99	\$3,089	0%	\$0	100%	\$3,089
10	Silt Fence	1,700	L.F.	\$0.87	\$1,481	0%	\$0	100%	\$1,481

SUBTOTAL \$11,618 \$0 \$11,618

II. STORM SEWER SYSTEM IMPROVEMENTS**A. Storm Laterals - Belford Ave**

1	Type-R Inlet - 10'	2	Each	\$4,904.76	\$9,810	0%	\$0	100%	\$9,810
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SUBTOTAL \$9,810 \$0 \$9,810

III. STREET IMPROVEMENTS**A. Belford Ave (North Half from Peoria Street - Town of Parker Limit)**

1	Subgrade Preparation (2' Behind Back of Curb)	7,520	S.Y.	\$1.38	\$10,387	0%	\$0	100%	\$10,387
2	Asphalt Pavement (7" HMA/17" ABC)	6,690	S.Y.	\$44.50	\$297,678	0%	\$0	100%	\$297,678
3	6" Vertical Curb & Gutter	1,650	L.F.	\$13.91	\$22,943	0%	\$0	100%	\$22,943
4	6" Median Curb & Gutter	2,005	L.F.	\$12.05	\$24,162	56%	\$13,531	44%	\$10,631
5	Splash Apron (Median)	222	S.Y.	\$83.43	\$18,521	56%	\$10,372	44%	\$8,149
6	Median Nose (Median)	2	Each	\$370.80	\$742	56%	\$415	44%	\$326
7	4" Perforated PVC Underdrain (Median)	1,830	L.F.	\$18.54	\$33,928	56%	\$19,000	44%	\$14,928
8	4" PVC Underdrain (Median)	300	L.F.	\$13.91	\$4,172	56%	\$2,336	44%	\$1,835
9	Underdrain Cleanout (Median)	8	Each	\$927.00	\$7,416	56%	\$4,153	44%	\$3,263
4	Striping 8" White	3,170	L.F.	\$2.22	\$7,053	0%	\$0	100%	\$7,053
5	Skip Striping 4" White	3,170	L.F.	\$0.37	\$1,175	0%	\$0	100%	\$1,175
6	Striping 4" White	1,520	L.F.	\$1.11	\$1,691	0%	\$0	100%	\$1,691
7	Collector Trench Drain	1,644	L.F.	\$14.65	\$24,079	0%	\$0	100%	\$24,079
8	Cleanouts	9	Each	\$250.29	\$2,253	0%	\$0	100%	\$2,253
9	5' Detached Concrete Sidewalk	8,450	S.F.	\$4.38	\$37,051	0%	\$0	100%	\$37,051
10	Subgrade Preparation for Sidewalk	1,314	S.Y.	\$1.38	\$1,815	0%	\$0	100%	\$1,815

SUBTOTAL \$456,200 \$49,807 \$406,393

IV. STREETScape & IRRIGATION

A. Belford Ave (North Half from Third Residential Entrance to Happy Canyon Bridge)

1	Street Tree	47	Each	\$600.00	\$28,200	0%	\$0	100%	\$28,200.00
2	Sod	22,000	S.F.	\$0.85	\$18,700	0%	\$0	100%	\$18,700.00
3	Irrigation	22,000	S.F.	\$1.00	\$22,000	0%	\$0	100%	\$22,000.00
4	Street Tree (Median)	24	Each	\$600.00	\$14,400	56%	\$8,064	44%	\$6,336.00
5	Sod (Median)	10,500	S.F.	\$0.85	\$8,925	56%	\$4,998	44%	\$3,927.00
6	Irrigation (Median)	10,500	S.F.	\$1.00	\$10,500	56%	\$5,880	44%	\$4,620.00

SUBTOTAL \$102,725 \$18,942 \$83,783

PUBLIC IMPROVEMENTS SUBTOTAL \$580,352 \$68,749 \$511,603

DESIGN/PLANNING:

1	Design/Planning @ 10%				\$58,035		\$6,875		\$51,160
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MOBILIZATION:

1	Mobilization @ 5%				\$29,018		\$3,437		\$25,580
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SURVEYING:

1	Surveying @ 3%				\$17,411		\$2,062		\$15,348
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CONSTRUCTION MANAGEMENT / TESTING:

1	Construction Management / Testing @ 12%				\$69,642		\$8,250		\$61,392
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CONTINGENCY:

1	Contingency @ 10%				\$58,035		\$6,875		\$51,160
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SUBTOTAL \$232,141 \$27,500 \$204,641

PUBLIC IMPROVEMENTS TOTAL \$812,493 \$96,249 \$716,245

LETTER OF CREDIT AT 110% \$893,743 \$105,873 \$787,869

The opinion of probable construction costs for Compark Village South, Filing No. 1 was based on approximate quantity estimates for general Earthwork, utility work, concrete structural work, revegetation, and miscellaneous work based on the Final Road & Storm Drainage Construction Plans Prepared by Manhard Consulting, latest revision dated December 2016.

Quantities were multiplied by current construction industry unit prices.

The opinion of probable costs shown, and any resulting conclusions on project financial or economic feasibility or funding requirements, have been prepared for guidance in project evaluation and implementation from the information available at the time the opinion was prepared. The final costs of the project and resulting feasibility will depend on actual labor and material costs, competitive market conditions, actual site conditions, final project scope, implementation schedule, continuity of personnel and engineering, and other variable factors. As a result, the project costs will vary from the opinion of the probable costs presented herein.

Compark Village South, Filing No. 1
Belford Ave - Segment C.2 Half Section (Happy Canyon Bridge to Chambers Road)
 Roadway and Drainage Quantity Estimates

February 26, 2018

Item Number	Item Description	Estimated Quantity	Unit	Estimated Unit Cost	Subtotal	BSMD Responsibility		BNMD Responsibility	
						%	Amount	%	Amount

I. EARTHWORK**A. Grading, Erosion Control, Sediment Control**

1	Total Cut	11,634	CY	\$2.00	\$23,268	56%	\$13,030	44%	\$10,238
Fill is 14,466 CY; ~ 1,452 CY Excess Cut after shrinkage and reuse of strippings									
2	Remove Strippings (Topsoil) (6" Depth)	4,759	CY	\$1.59	\$7,544	56%	\$4,225	44%	\$3,319
3	Surface Roughening	6	AC	\$190.96	\$1,127	56%	\$631	44%	\$496
4	Vehicle Tracking Control	1	Each	\$1,274.63	\$1,275	56%	\$714	44%	\$561
5	Concrete Washout Area	1	Each	\$566.40	\$566	56%	\$317	44%	\$249
6	Stabilized Staging Area	1	Each	\$1,682.51	\$1,683	56%	\$942	44%	\$740
7	Portable Toilet Protection	1	Each	\$69.53	\$70	56%	\$39	44%	\$31
8	Debris and Trash Control	50	HR	\$30.59	\$1,530	56%	\$857	44%	\$673
9	Temporary Sediment Basin	2	Each	\$7,647.75	\$15,296	56%	\$8,565	44%	\$6,730
10	Inlet Protection	2	Each	\$215.06	\$430	56%	\$241	44%	\$189
11	Sediment Control Log	3,650	L.F.	\$1.99	\$7,275	56%	\$4,074	44%	\$3,201
12	Silt Fence	3,650	L.F.	\$0.87	\$3,181	56%	\$1,781	44%	\$1,399
SUBTOTAL					\$63,242		\$35,415		\$27,826

II. STORM SEWER SYSTEM IMPROVEMENTS**A. Storm Laterals - Belford Ave**

1	Type-R Inlet - 15'	2	Each	\$5,424.80	\$10,850	56%	\$6,076	44%	\$4,774
2	18" RCP	80	L.F.	\$49.13	\$3,930	56%	\$2,201	44%	\$1,729
3	24" RCP	250	L.F.	\$66.74	\$16,686	56%	\$9,344	44%	\$7,342
4	7' Manhole	1	Each	\$3,864.66	\$3,865	56%	\$2,164	44%	\$1,700
SUBTOTAL					\$35,331		\$19,785		\$15,546

III. STREET IMPROVEMENTS**A. Belford Ave (Happy Canyon Bridge to S. Chambers Rd.)**

1	Subgrade Preparation (2' Behind Back of Curb)	6,850	S.Y.	\$1.38	\$9,461	56%	\$5,298	44%	\$4,163
2	Asphalt Pavement (7" HMA/17" ABC)	7,045	S.Y.	\$44.50	\$313,474	56%	\$175,546	44%	\$137,929
3	6" Vertical Curb & Gutter	1,825	L.F.	\$13.91	\$25,377	56%	\$14,211	44%	\$11,166
4	Striping 8" White	1,815	L.F.	\$2.22	\$4,038	56%	\$2,261	44%	\$1,777
5	Striping 4" White	1,815	L.F.	\$1.11	\$2,019	56%	\$1,131	44%	\$888
6	Skip Striping 4" White	1,815	L.F.	\$0.37	\$673	56%	\$377	44%	\$296
7	Collector Trench Drain	1,810	L.F.	\$14.65	\$26,510	56%	\$14,846	44%	\$11,665
8	Cleanouts	8	Each	\$250.29	\$2,002	56%	\$1,121	44%	\$881
9	5' Detached Concrete Sidewalk	9,075	S.F.	\$4.38	\$39,791	56%	\$22,283	44%	\$17,508
10	Subgrade Preparation for Sidewalk	12,705	S.Y.	\$1.38	\$17,549	56%	\$9,827	44%	\$7,721
SUBTOTAL					\$440,895		\$246,901		\$193,994

B. Intersection at Chambers Rd.

1	Subgrade Preparation (2' Behind Back of Curb)	360	S.Y.	\$1.38	\$497	56%	\$278	44%	\$219
2	Asphalt Pavement (7" HMA/17" ABC)	3,050	S.Y.	\$44.50	\$135,713	56%	\$75,999	44%	\$59,714
3	6" Median Curb & Gutter	2,400	L.F.	\$12.05	\$28,922	56%	\$16,197	44%	\$12,726
4	Turn Lane Arrows	3	Each	\$463.50	\$1,391	56%	\$779	44%	\$612
5	Striping 4" White	450	L.F.	\$1.11	\$501	56%	\$280	44%	\$220
6	Crosswalk Bars	750	S.F.	\$0.56	\$417	56%	\$234	44%	\$184
7	5' Detached Concrete Sidewalk	1,800	S.F.	\$4.38	\$7,892	56%	\$4,420	44%	\$3,473
8	Subgrade Preparation for Sidewalk	2,520	S.Y.	\$1.38	\$3,481	56%	\$1,949	44%	\$1,532
9	Handicap Ramp	2	Each	\$1,621.32	\$3,243	56%	\$1,816	44%	\$1,427
10	Signage	4	Each	\$258.63	\$1,035	56%	\$579	44%	\$455
11	Traffic Signal	1	Each	\$278,100.00	\$278,100	56%	\$155,736	44%	\$122,364
SUBTOTAL					\$461,191		\$258,267		\$202,924

IV. STREETSCAPE & IRRIGATION

A. Belford Ave (Happy Canyon Bridge to Chambers Road)

1	Street Tree	57	Each	\$600.00	\$33,900	56%	\$18,984	44%	\$14,916.00
2	Sod	25,500	S.F.	\$0.85	\$21,675	56%	\$12,138	44%	\$9,537.00
3	Irrigation	25,500	S.F.	\$1.00	\$25,500	56%	\$14,280	44%	\$11,220.00

SUBTOTAL \$81,075 \$45,402 \$35,673

PUBLIC IMPROVEMENTS SUBTOTAL \$1,081,734 \$605,771 \$475,963

DESIGN/PLANNING:

1	Design/Planning @ 10%				\$108,173		\$60,577		\$47,596
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MOBILIZATION:

1	Mobilization @ 5%				\$54,087		\$30,289		\$23,798
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SURVEYING:

1	Surveying @ 3%				\$32,452		\$18,173		\$14,279
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CONSTRUCTION MANAGEMENT / TESTING:

1	Construction Management / Testing @ 12%				\$129,808		\$72,692		\$57,116
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CONTINGENCY:

1	Contingency @ 10%				\$108,173		\$60,577		\$47,596
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SUBTOTAL \$432,693 \$242,308 \$190,385

PUBLIC IMPROVEMENTS TOTAL \$1,514,427 \$848,079 \$666,348

LETTER OF CREDIT AT 110% \$1,665,870 \$932,887 \$732,983

The opinion of probable construction costs for Compark Village South, Filing No. 1 was based on approximate quantity estimates for general Earthwork, utility work, concrete structural work, revegetation, and miscellaneous work based on the Final Road & Storm Drainage Construction Plans Prepared by Manhard Consulting, latest revision dated December 2016

Quantities were multiplied by current construction industry unit prices.

The opinion of probable costs shown, and any resulting conclusions on project financial or economic feasibility or funding requirements, have been prepared for guidance in project evaluation and implementation from the information available at the time the opinion was prepared. The final costs of the project and resulting feasibility will depend on actual labor and material costs, competitive market conditions, actual site conditions, final project scope, implementation schedule, continuity of personnel and engineering, and other variable factors. As a result, the project costs will vary from the opinion of the probable costs presented herein.

Compark Village South, Filing No. 1
Green Acres Tributary
 Drainage Quantity Estimates

February 26, 2018

Item Number	Item Description	Estimated Quantity	Unit	Estimated Unit Cost	Subtotal	BSMD Responsibility		BNMD Responsibility	
						%	Amount	%	Amount

I. GREEN ACRES TRIBUTARY IMPROVEMENTS

1	Construct Micro Pool/EURV Outlet Structure	1	Each	\$39,860.07	\$39,860	56%	\$22,322	44%	\$17,538
2	Total Cut	230,935	C.Y.	\$2.00	\$461,870	56%	\$258,647	44%	\$203,223
3	18" RCP	11	L.F.	\$72.31	\$795	56%	\$445	44%	\$350
4	56" x 22' 100 Year Outlet Structure with Concrete Apron	1	Each	\$77,905.08	\$77,905	56%	\$43,627	44%	\$34,278
5	4' x 22.5' RCBC Outlet	8	L.F.	\$4,772.20	\$38,178	56%	\$21,379	44%	\$16,798
6	42" x 6" Trickle Channel	15	L.F.	\$148.32	\$2,225	56%	\$1,246	44%	\$979
7	Type M Buried Soil Rip Rap at Pond Outflow	200	C.Y.	\$94.55	\$18,911	56%	\$10,590	44%	\$8,321
8	18" RCP w/ FES	11	L.F.	\$275.32	\$3,029	56%	\$1,696	44%	\$1,333
9	Grouted Boulder Outfall (2)	1	L.S.	\$166,736.71	\$166,737	56%	\$93,373	44%	\$73,364
10	Outlet Headwall, Emergency Overflow Weir, Wingwalls	1	Each	\$86,470.56	\$86,471	56%	\$48,424	44%	\$38,047
11	12' Maintenance Trail (8" Thick Crushed Granite)	6,215	S.F.	\$2.27	\$14,115	56%	\$7,905	44%	\$6,211
12	12' Maintenance Trail (12" Thick Crushed Granite)	3,121	S.F.	\$2.77	\$8,651	56%	\$4,844	44%	\$3,806
13	Guard Rail	56	L.F.	\$236.39	\$13,238	56%	\$7,413	44%	\$5,825
14	11' x 28' Arch Culvert with Headwalls, Wingwalls	1	Each	\$617,706.45	\$617,706	56%	\$345,916	44%	\$271,791
15	Retaining Wall at Belford Ave Culvert (NE)	622	V.S.F.	\$15.30	\$9,514	56%	\$5,328	44%	\$4,186
16	Retaining Wall at Belford Ave Culvert (NW)	421	V.S.F.	\$15.30	\$6,439	56%	\$3,606	44%	\$2,833
17	Retaining Wall at Belford Ave Culvert (SE)	276	V.S.F.	\$15.30	\$4,222	56%	\$2,364	44%	\$1,857
18	Retaining Wall at Belford Ave Culvert (SW)	2,172	V.S.F.	\$15.30	\$33,222	56%	\$18,604	44%	\$14,618
19	Retaining Wall at Green Acres Tributary Sta. 98+60 - 100+44	240	V.S.F.	\$15.30	\$3,671	56%	\$2,056	44%	\$1,615
20	Grouted Boulder/Rip Rap at Arch Outflow (1)	1	L.S.	\$65,265.44	\$65,265	56%	\$36,549	44%	\$28,717
21	Construct Grouted Boulder Drop Structures	6	Each	\$184,978.22	\$1,109,869	56%	\$621,527	44%	\$488,342

SUBTOTAL \$2,781,891 \$1,557,859 \$1,224,032

PUBLIC IMPROVEMENTS SUBTOTAL \$2,781,891 \$1,557,859 \$1,224,032

DESIGN/PLANNING:

1	Design/Planning @ 10%				\$278,189		\$155,786		\$122,403
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MOBILIZATION:

1	Mobilization @ 5%				\$139,095		\$77,893		\$61,202
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SURVEYING:

1	Surveying @ 3%				\$83,457		\$46,736		\$36,721
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CONSTRUCTION MANAGEMENT / TESTING:

1	Construction Management / Testing @ 12%				\$333,827		\$186,943		\$146,884
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CONTINGENCY:

1	Contingency @ 10%				\$278,189		\$155,786		\$122,403
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SUBTOTAL \$1,112,757 \$623,144 \$489,613

PUBLIC IMPROVEMENTS TOTAL \$3,894,648 \$2,181,003 \$1,713,645

LETTER OF CREDIT AT 110% \$4,284,113 \$2,399,103 \$1,885,010

The opinion of probable construction costs for Compark Village South, Filing No. 1 was based on approximate quantity estimates for general Earthwork, utility work, concrete structural work, revegetation, and miscellaneous work based on the Final Road & Storm Drainage Construction Plans Prepared by Manhard Consulting, latest revision dated December 2016

Quantities were multiplied by current construction industry unit prices.

The opinion of probable costs shown, and any resulting conclusions on project financial or economic feasibility or funding requirements, have been prepared for guidance in project evaluation and implementation from the information available at the time the opinion was prepared. The final costs of the project and resulting feasibility will depend on actual labor and material costs, competitive market conditions, actual site conditions, final project scope, implementation schedule, continuity of personnel and engineering, and other variable factors. As a result, the project costs will vary from the opinion of the probable costs presented herein.

Compark Village South, Filing No. 1
Water Main Estimate

February 26, 2018

Item Number	Item Description	Estimated Quantity	Unit	Estimated Unit Cost	Subtotal	BSMD Responsibility		BNMD Responsibility	
						%	Amount	%	Amount

WATER IMPROVEMENTS

I. Compark Village South, Filing No. 1

1	8" PVC Water Main	665	L.F.	\$29.66	\$19,727	56%	\$11,047	44%	\$8,680
2	8" Gate Valve and Box	9	Each	\$1,922.60	\$17,303	56%	\$9,690	44%	\$7,613
3	8" Plug w/ KB and 2" BO	9	Each	\$2,957.13	\$26,614	56%	\$14,904	44%	\$11,710
4	8" x 6" Tee w/ Kick Block	3	Each	\$749.94	\$2,250	56%	\$1,260	44%	\$990
5	12" PVC Water Main	6,494	L.F.	\$40.79	\$264,877	56%	\$148,331	44%	\$116,546
6	12" DIP Water Main	20	L.F.	\$82.50	\$1,650	56%	\$924	44%	\$726
7	12" Gate Valve and Box	12	Each	\$3,375.21	\$40,502	56%	\$22,681	44%	\$17,821
8	12" Plug w/ BO	1	Each	\$3,227.81	\$3,228	56%	\$1,808	44%	\$1,420
9	12" x 12" Tee w/ KB and Plug	2	Each	\$1,529.55	\$3,059	56%	\$1,713	44%	\$1,346
10	12" x 12" Tee w/ Kick Block	6	Each	\$1,172.66	\$7,036	56%	\$3,940	44%	\$3,096
11	12" x 12" Cross	5	Each	\$1,269.99	\$6,350	56%	\$3,556	44%	\$2,794
12	12"x 8" Reducer	12	Each	\$530.24	\$6,363	56%	\$3,563	44%	\$2,800
13	12"x 6" Reducer	3	Each	\$560.84	\$1,683	56%	\$942	44%	\$740
14	12" 45 Degree Bend	2	Each	\$836.15	\$1,672	56%	\$936	44%	\$736
15	12" 11.25 Degree Bend	1	Each	\$948.32	\$948	56%	\$531	44%	\$417
16	12" 90 Degree Bend	1	Each	\$1,035.46	\$1,035	56%	\$580	44%	\$456
17	12" Water Main Lowering	5	Each	\$4,711.01	\$23,555	56%	\$13,191	44%	\$10,364
18	High Deflection Coupling	2	Each	\$729.55	\$1,459	56%	\$817	44%	\$642
19	Fire Hydrant Assembly	6	Each	\$8,045.43	\$48,273	56%	\$27,033	44%	\$21,240
20	Steel Casing for Channel Crossing	200	L.F.	\$199.31	\$39,861	56%	\$22,322	44%	\$17,539
21	24" Bore/Steel Casing - E-470 Crossing	386	L.F.	\$446.81	\$172,470	56%	\$96,583	44%	\$75,887
22	Connection to Existing Water Line	2	Each	\$2,569.64	\$5,139	56%	\$2,878	44%	\$2,261
23	2" Irrigation Tap (tap fee not included)	1	Each	\$8,412.53	\$8,413	56%	\$4,711	44%	\$3,702
24	2.5" Irrigation Tap (tap fee not included)	1	Each	\$24,769.51	\$24,769	56%	\$13,870	44%	\$10,898
SUBTOTAL					\$728,236		\$407,812		\$320,424

WATER IMPROVEMENTS SUBTOTAL \$728,236 \$407,812 \$320,424

DESIGN/PLANNING:

1	Design/Planning @ 10%				\$72,824		\$40,781		\$32,042
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MOBILIZATION:

1	Mobilization @ 5%				\$36,412		\$20,391		\$16,021
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SURVEYING:

1	Surveying @ 3%				\$21,847		\$12,234		\$9,613
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CONSTRUCTION MANAGEMENT / TESTING:

1	Construction Management / Testing @ 12%				\$87,388		\$48,937		\$38,451
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SVMD CONTINGENCY

1	SVMD Contingency @ 12%				\$87,388		\$48,937		\$38,451
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SUBTOTAL \$305,859 \$171,281 \$134,578

WATER IMPROVEMENTS TOTAL \$1,034,096 \$579,094 \$455,002

LETTER OF CREDIT AT 110% \$1,137,505 \$637,003 \$500,502

The opinion of probable construction costs for was based on approximate quantity estimates for general earthwork, and utility work based on the SVMD Sanitary Sewer and Water Construction Plans prepared by Manhard Consulting.

Quantities were multiplied by current construction industry unit prices.

The opinion of probable costs shown, and any resulting conclusions on project financial or economic feasibility or funding requirements, have been prepared for guidance in project evaluation and implementation from the information available at the time the opinion was prepared. The final costs of the project and resulting feasibility will depend on actual labor and material costs, competitive market conditions, actual site conditions, final project scope, implementation schedule, continuity of personnel and engineering, and other variable factors. As a result, the project costs will vary from the opinion of the probable costs presented herein.

Compark Village South, Filing No. 1
Sanitary Sewer Estimates

February 26, 2018

Item Number	Item Description	Estimated Quantity	Unit	Estimated Unit Cost	Subtotal	BSMD Responsibility		BNMD Responsibility	
						%	Amount	%	Amount

SANITARY SEWER IMPROVEMENTS

I. Compark Village South, Filing No. 1

1	8" Sanitary Sewer Main (0-16' Depth)	2,185	L.F.	\$40.79	\$89,122	56%	\$49,908	44%	\$39,214
2	8" Sanitary Sewer Main (>16' Depth)	377	L.F.	\$49.13	\$18,522	56%	\$10,373	44%	\$8,150
3	8" Plug	3	Each	\$71.38	\$214	56%	\$120	44%	\$94
4	12" Sanitary Sewer Main (0-16' Depth) - PVC	1,200	L.F.	\$47.28	\$56,732	56%	\$31,770	44%	\$24,962
5	12" Sanitary Sewer Main (>16' Depth) - PVC	216	L.F.	\$54.69	\$11,814	56%	\$6,616	44%	\$5,198
6	12" Sanitary Sewer Main - C900	1,138	L.F.	\$81.58	\$92,833	56%	\$51,987	44%	\$40,847
7	4' Diameter Manholes (0-20' Depth)	17	Each	\$2,977.52	\$50,618	56%	\$28,346	44%	\$22,272
8	4' Diameter Drop Manhole	1	Each	\$4,023.18	\$4,023	56%	\$2,253	44%	\$1,770
9	20" Dia. Concrete Encasement	235	L.F.	\$67.67	\$15,903	56%	\$8,906	44%	\$6,997
10	Connection to Existing Sanitary Sewer	1	Each	\$1,172.66	\$1,173	56%	\$657	44%	\$518
11	10' Maintenance Trail (Crusher Fines)	8,500	S.F.	\$2.41	\$20,487	56%	\$11,473	44%	\$9,014
12	Compark Village Filing No. 8 Sanitary Improvements (20%)	1	L.S.	\$95,518.08	\$95,518	56%	\$53,490	44%	\$42,028
SUBTOTAL					\$456,959		\$255,897		\$201,062

SANITARY IMPROVEMENTS SUBTOTAL **\$456,959** **\$255,897** **\$201,062**

DESIGN/PLANNING:

1	Design/Planning @ 10%				\$45,696		\$25,590		\$20,106
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MOBILIZATION:

1	Mobilization @ 5%				\$22,848		\$12,795		\$10,053
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SURVEYING:

1	Surveying @ 3%				\$13,709		\$7,677		\$6,032
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CONSTRUCTION MANAGEMENT / TESTING:

1	Construction Management / Testing @ 12%				\$54,835		\$30,708		\$24,127
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SVMD CONTINGENCY

1	SVMD Contingency @ 12%				\$54,835		\$30,708		\$24,127
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SUBTOTAL **\$191,923** **\$107,477** **\$84,446**

SANITARY IMPROVEMENTS TOTAL **\$648,882** **\$363,374** **\$285,508**

LETTER OF CREDIT AT 110% **\$713,770** **\$399,711** **\$314,059**

The opinion of probable construction costs for was based on approximate quantity estimates for general earthwork, and utility work based on the SVMD Sanitary Sewer and Water Construction Plans prepared by Manhard Consulting.

Quantities were multiplied by current construction industry unit prices.

The opinion of probable costs shown, and any resulting conclusions on project financial or economic feasibility or funding requirements, have been prepared for guidance in project evaluation and implementation from the information available at the time the opinion was prepared. The final costs of the project and resulting feasibility will depend on actual labor and material costs, competitive market conditions, actual site conditions, final project scope, implementation schedule, continuity of personnel and engineering, and other variable factors. As a result, the project costs will vary from the opinion of the probable costs presented herein.

COMPARK VILLAGE SOUTH LANDSCAPE IMPROVEMENTS

August 31, 2016

Item Number	Item Description	Estimated Quantity	Unit	Estimated Unit Cost	Subtotal	BSMD Responsibility		BNMD Responsibility	
						%	Amount	%	Amount
I	Green Acres Tributary								
A	Site Improvements								
1	Stone Veneer on Wing Walls and Columns	1,524	FF	\$25.00	\$38,100.00	56%	\$21,336.00	44%	\$16,764.00
2	Concrete Caps on Culverts and Wings Walls	367	LF	\$65.00	\$23,855.00	56%	\$13,358.80	44%	\$10,496.20
3	Concrete Columns	7	CY	\$700.00	\$4,900.00	56%	\$2,744.00	44%	\$2,156.00
4	Concrete Caps on Columns	8	EA	\$250.00	\$2,000.00	56%	\$1,120.00	44%	\$880.00
5	Sign Face/Sand Blast Finish for Sign Face (By Supplier)	3,000	FF	\$5.00	\$15,000.00	56%	\$8,400.00	44%	\$6,600.00
6	Logo and Sign Face Lettering	1	LS	\$3,000.00	\$3,000.00	56%	\$1,680.00	44%	\$1,320.00
7	Concrete Trail at Culvert	6,335	SF	\$4.50	\$28,507.50	56%	\$15,964.20	44%	\$12,543.30
8	Concrete Rumble Strip (Colored Concrete)	750	SF	\$15.00	\$11,250.00	56%	\$6,300.00	44%	\$4,950.00
9	Concrete Curb at Culvert	250	LF	\$10.00	\$2,500.00	56%	\$1,400.00	44%	\$1,100.00
10	Boulders (2-3') along channel edges	200	EA	\$300.00	\$60,000.00	56%	\$33,600.00	44%	\$26,400.00
11	Lights/Light pole on Columns	8	EA	\$0.00	\$0.00	56%	\$0.00	44%	\$0.00
12	Recessed Lights on Columns	8	EA	\$500.00	\$4,000.00	56%	\$2,240.00	44%	\$1,760.00
13	Decorative Railing at Culvert	148	LF	\$125.00	\$18,500.00	56%	\$10,360.00	44%	\$8,140.00
14	Decorative Railing at Retaining Wall	204	LF	\$125.00	\$25,500.00	56%	\$14,280.00	44%	\$11,220.00
15	Concrete Retaining Wall (In Engineers Estimate)	0	LF	\$0.00	\$0.00	56%	\$0.00	44%	\$0.00
16	Logo and Sign Face Lettering	1	LS	\$3,000.00	\$3,000.00	56%	\$1,680.00	44%	\$1,320.00
17	Crusher Fines Trail	40,329	SF	\$1.00	\$40,329.00	56%	\$22,584.24	44%	\$17,744.76
				Subtotal	\$280,441.50		\$157,047.24		\$123,394.26
B	Revegetation Improvements								
1	Deciduous Trees	6	EA	\$500.00	\$3,000.00	56%	\$1,680.00	44%	\$1,320.00
2	Submerged Aquatic Seed	55,652	SF	\$0.65	\$36,173.80	56%	\$20,257.33	44%	\$15,916.47
3	Riparian Seed	55,652	SF	\$0.35	\$19,478.20	56%	\$10,907.79	44%	\$8,570.41
4	Native Turf	638,908	SF	\$0.10	\$63,890.80	56%	\$35,778.85	44%	\$28,111.95
5	Wetland Plugs at Pipe Outfall	1,111	EA	\$3.00	\$3,333.00	56%	\$1,866.48	44%	\$1,466.52
6	Wetland Plugs in Ponds (3' O.C.)	3,386	EA	\$3.00	\$10,158.32	56%	\$5,688.66	44%	\$4,469.66
				Subtotal	\$136,034.12		\$76,179.11		\$59,855.01
C	Irrigation								
1	Riparian/Submerged Aquatic Irrigation	111,304	SF	\$1.00	\$111,304.00	56%	\$62,330.24	44%	\$48,973.76
2	Irrigated Native Turf	638,908	SF	\$1.00	\$638,908.00	56%	\$357,788.48	44%	\$281,119.52
3	Irrigation Tap	1	EA	\$218,000.00	\$218,000.00	56%	\$122,080.00	44%	\$95,920.00
				Subtotal	\$968,212.00		\$542,198.72		\$426,013.28
II	Berm Landscape Improvements								
A	Hardscape Site Improvements								
1	Stone Fence Columns	23	EA	\$1,000.00	\$23,000.00	100%	\$23,000.00	0%	\$0.00
2	Split Rail Fence	525	LF	\$20.00	\$10,500.00	100%	\$10,500.00	0%	\$0.00
3	Crusher Fines Trail	33,686	SF	\$1.50	\$50,529.00	100%	\$50,529.00	0%	\$0.00
				Subtotal	\$84,029.00		\$84,029.00		\$0.00
B	Landscape Improvements								
1	Deciduous Trees	11	EA	\$560.00	\$6,160.00	100%	\$6,160.00	0%	\$0.00
2	Evergreen Trees	84	EA	\$690.00	\$57,960.00	100%	\$57,960.00	0%	\$0.00
3	Deciduous Shrubs	1,355	EA	\$39.00	\$52,845.00	100%	\$52,845.00	0%	\$0.00
4	Native Turf	416,265	SF	\$0.35	\$145,692.75	100%	\$145,692.75	0%	\$0.00
				Subtotal	\$262,657.75		\$262,657.75		\$0.00
C	Irrigation								
1	Irrigated Native Turf	416,265	SF	\$0.50	\$208,132.50	100%	\$208,132.50	0%	\$0.00
2	Tree Irrigation	95	EA	\$5.00	\$475.00	100%	\$475.00	0%	\$0.00
3	Shrub Irrigation	33,875	SF	\$0.35	\$11,856.25	100%	\$11,856.25	0%	\$0.00
				Subtotal	\$220,463.75		\$220,463.75		\$0.00
	Landscape Improvements Subtotal				\$1,951,838.12		\$1,342,575.57		\$609,262.55

DESIGN/PLANNING:								
1	Design/Planning @ 10%				\$195,184		\$134,258	\$60,926
MOBILIZATION:								
1	Mobilization @ 5%				\$97,592		\$67,129	\$30,463
SURVEYING:								
1	Surveying @ 3%				\$58,555		\$40,277	\$18,278
CONSTRUCTION MANAGEMENT / TESTING:								
1	Construction Management / Testing @ 12%				\$234,221		\$161,109	\$73,112
SVMD CONTINGENCY								
1	SVMD Contingency @ 12%				\$234,221		\$161,109	\$73,112
				Subtotal	\$819,772.01		\$563,881.74	\$255,890.27
				LANDSCAPE IMPROVEMENTS TOTAL	\$2,771,610		\$1,906,457	\$865,153
				LETTER OF CREDIT AT 110%	\$3,048,771		\$2,097,103	\$951,668
Note: Costs based on Compark Village Filing 1 Landscape Plans Prepared by THK Dated: 8_26_16								
Landscape unit costs based on Town of Parker landscape costs where applicable.								

EXHIBIT F

Maps Depicting Public Improvements

COMPARK VILLAGE SOUTH **MAP DEPICTING BELFORD NORTH METRO DISTRICT AND** **BELFORD SOUTH METRO DISTRICT PUBLIC IMPROVEMENTS**

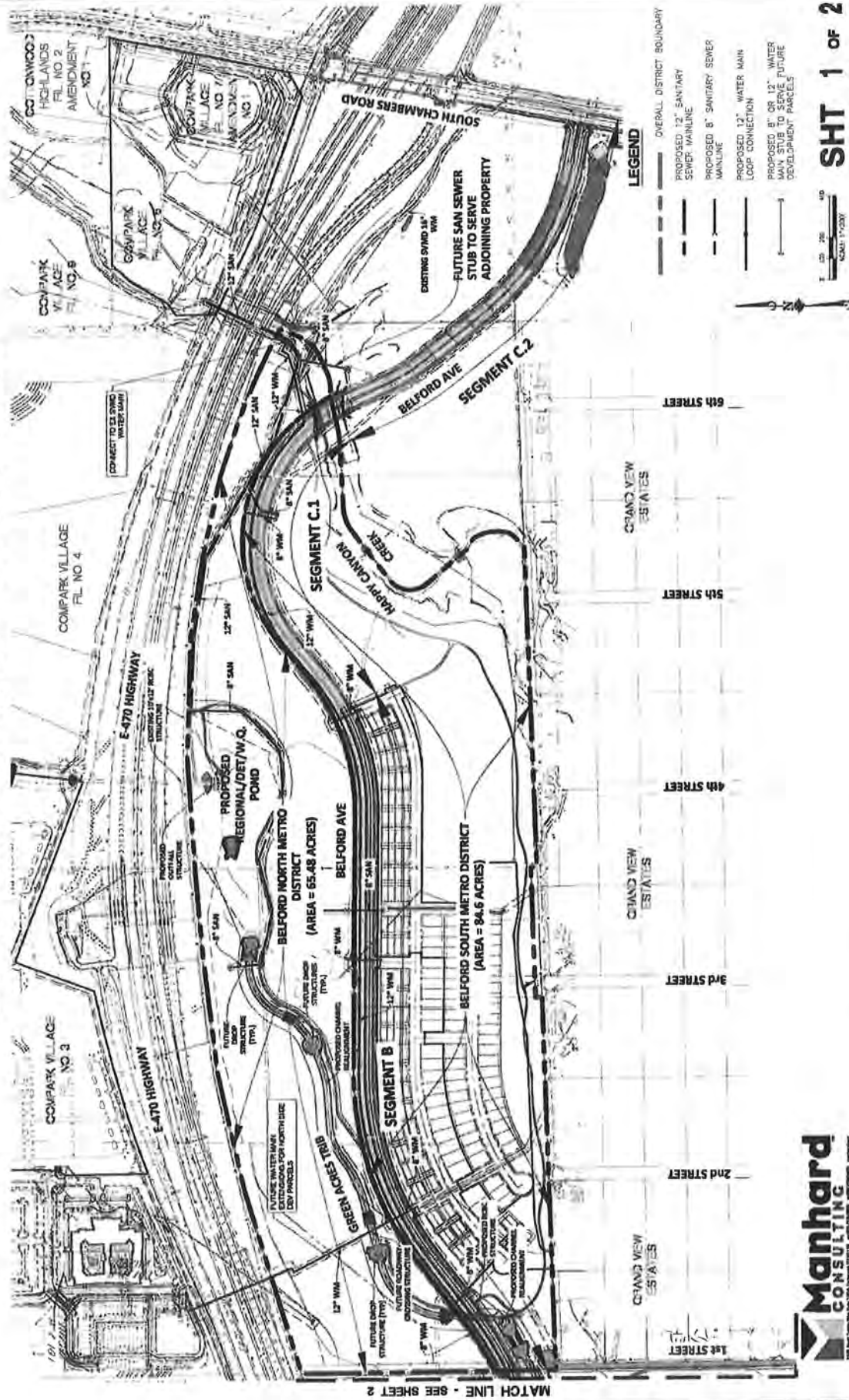


EXHIBIT F **MAP DEPICTING PUBLIC IMPROVEMENTS** **-STREETS-** **(NORTH HALF OF BELFORD)**

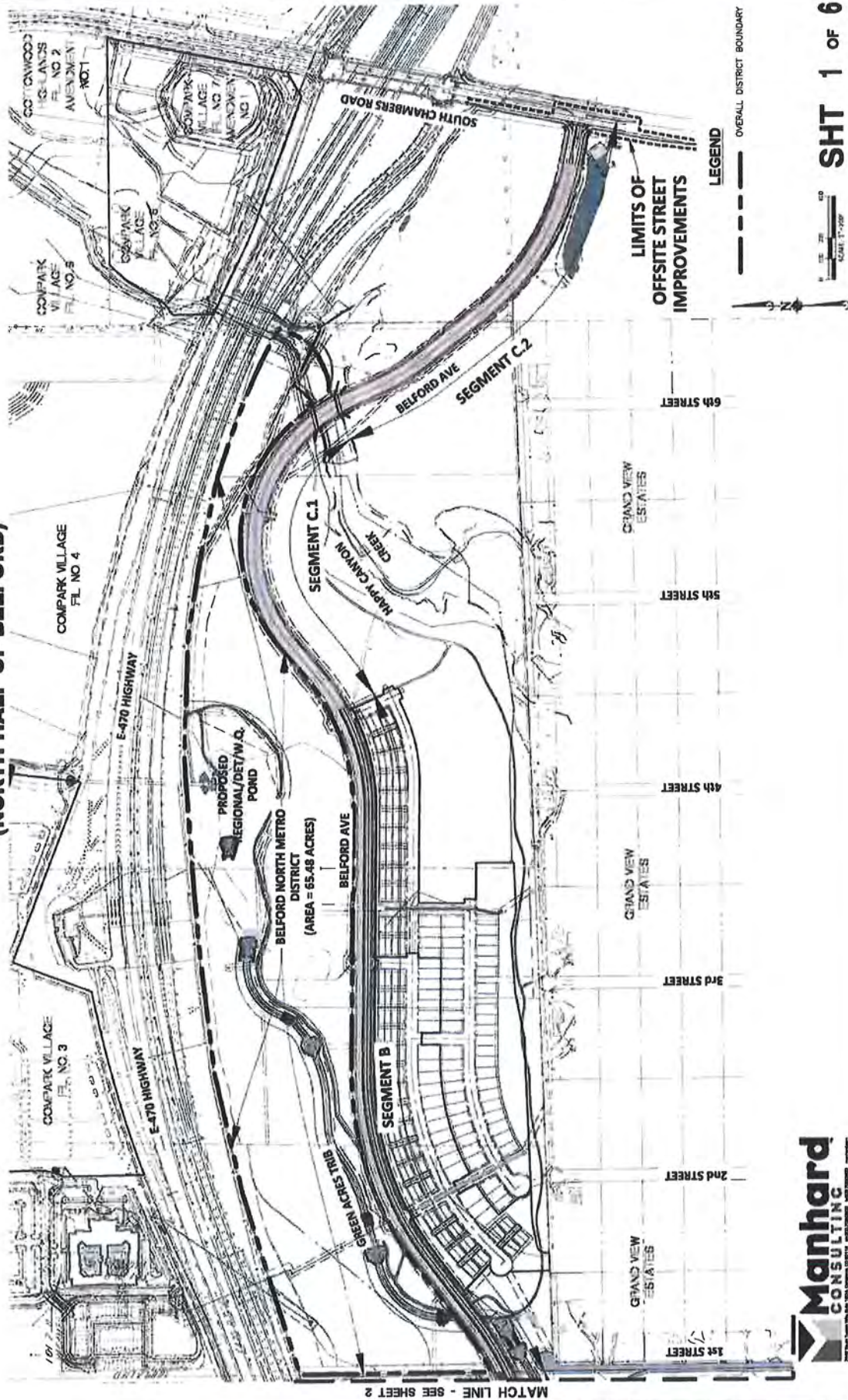


EXHIBIT F
MAP DEPICTING PUBLIC IMPROVEMENTS
-OFFSITE STREETS-
(NORTH HALF OF BELFORD)

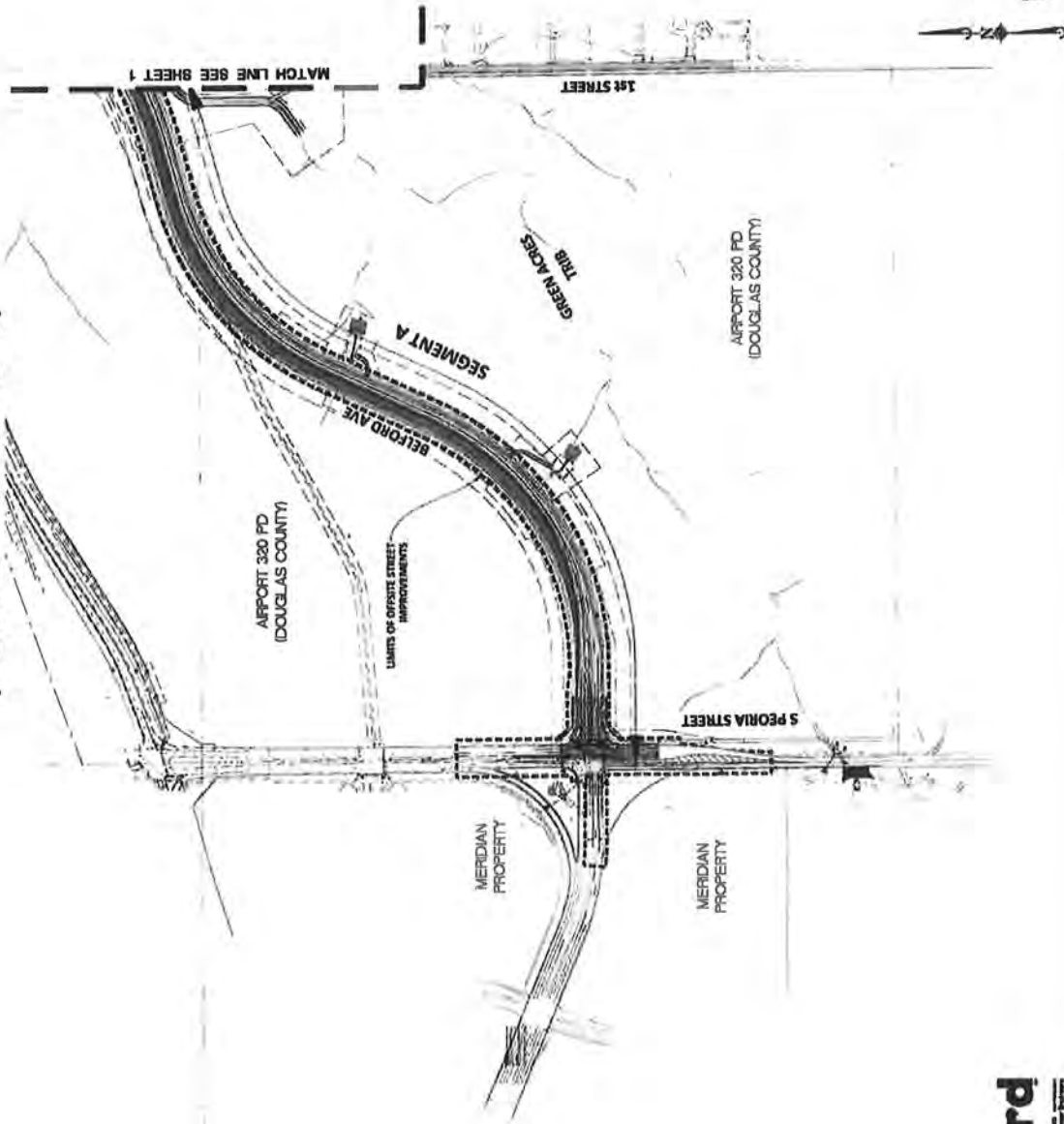


EXHIBIT F **MAP DEPICTING PUBLIC IMPROVEMENTS** **-STORM DRAINAGE-**

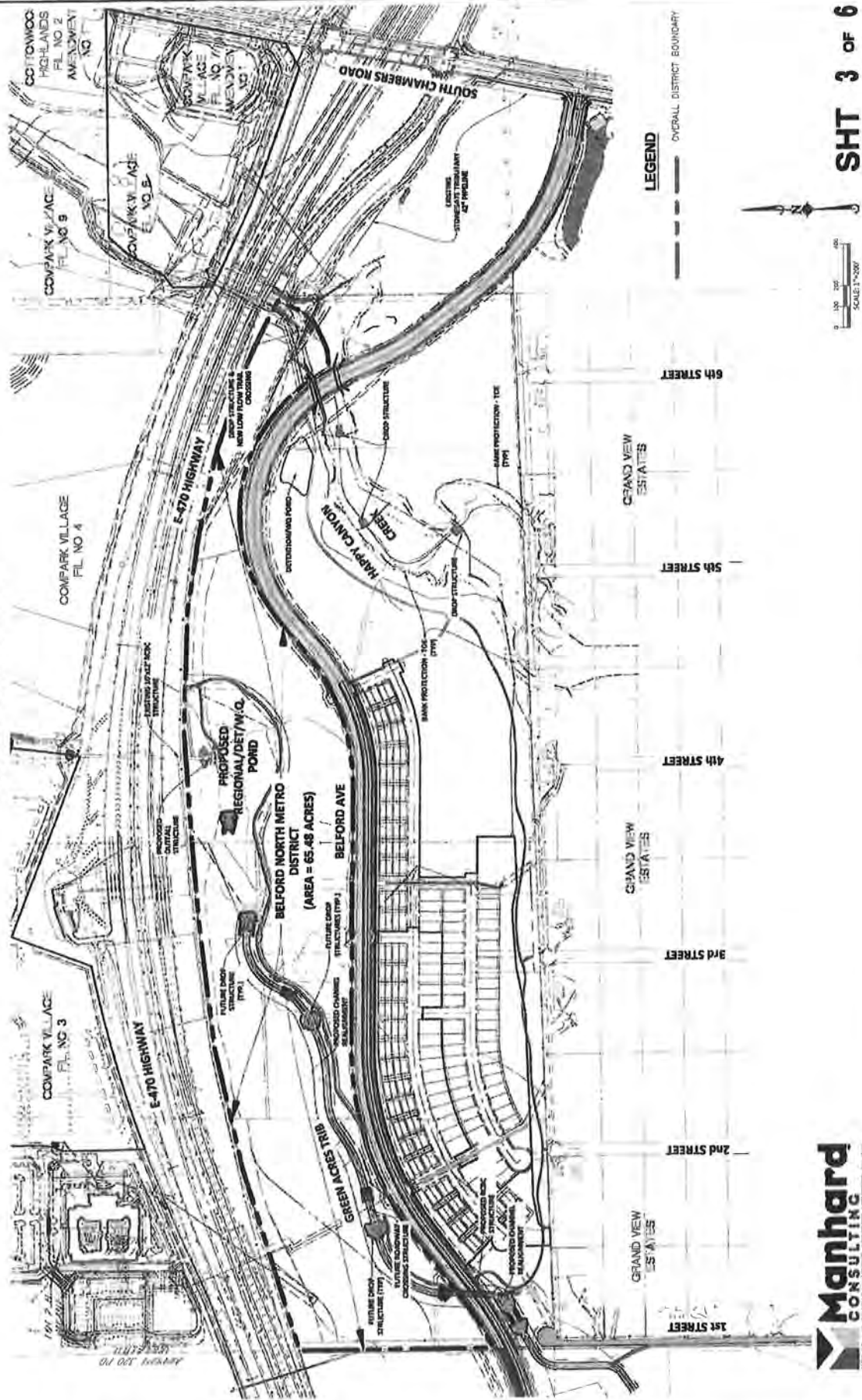
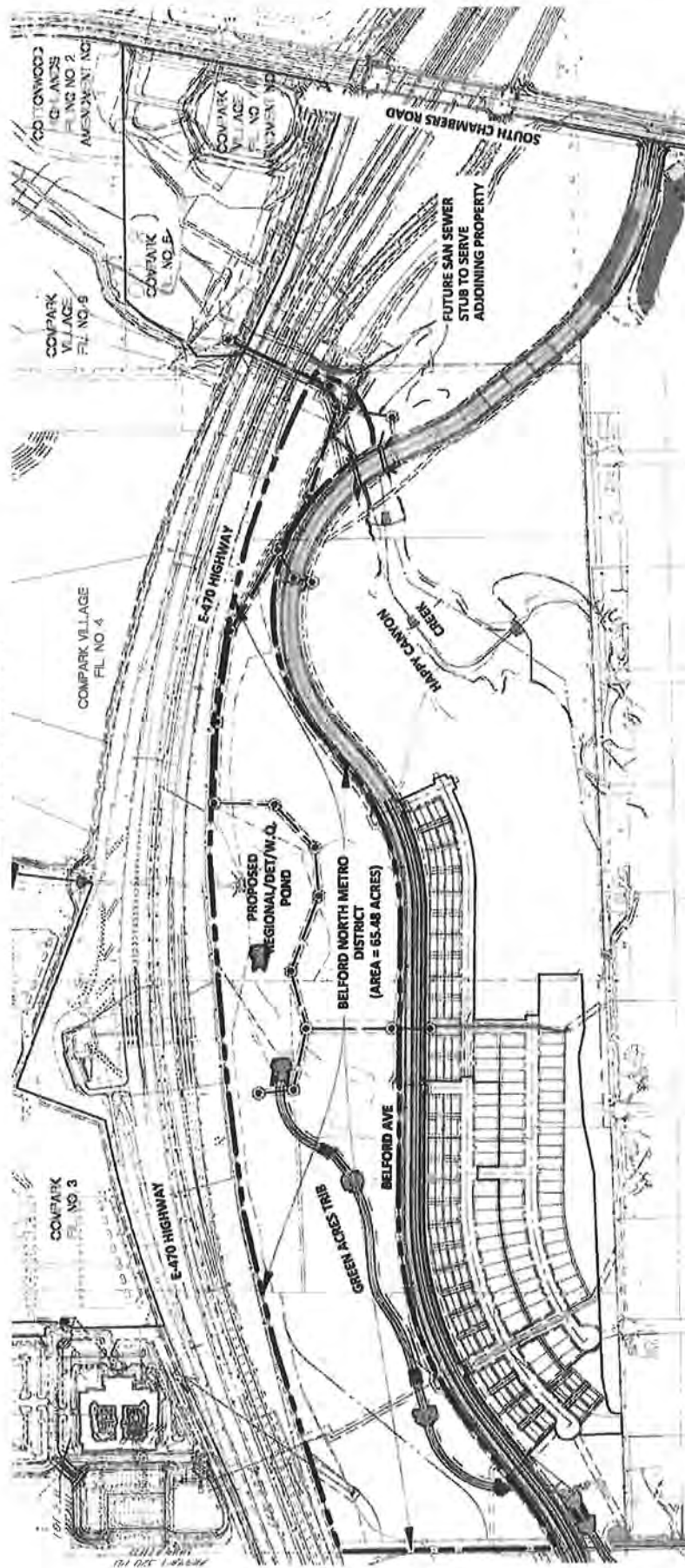


EXHIBIT F **MAP DEPICTING PUBLIC IMPROVEMENTS** **-SANITARY SEWER-**



LEGEND

- OVERALL DISTRICT BOUNDARY
- PROPOSED 12" SANITARY SEWER MAINLINE
- PROPOSED 8" SANITARY SEWER MAINLINE

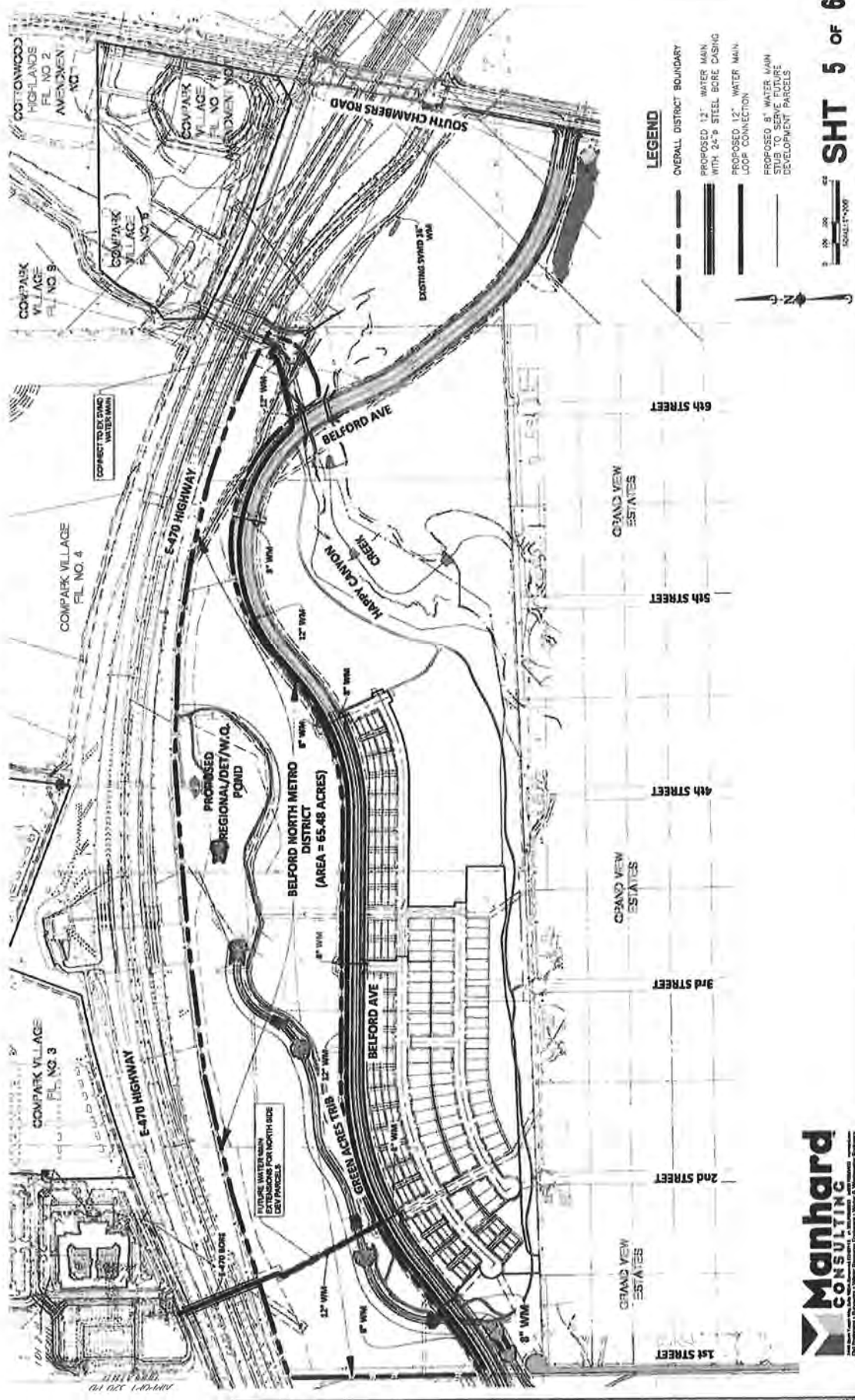


Manhard
CONSULTING

10000 Highway 100, Suite 100, Dallas, Texas 75243
(214) 343-1000
www.manhardconsulting.com

SCALE 1"=100'

EXHIBIT F **MAP DEPICTING PUBLIC IMPROVEMENTS** **-WATER MAINS-**



The site plan illustrates the Belford North Metro District, a 63.48-acre area. A central feature is the 'PROPOSED REGIONAL DETENTION POND'. The district is bounded by E-470 Highway to the west and Belford Ave to the east. To the south, the plan shows a residential development with a grid of streets from 1st to 6th Street. A creek, 'HAPPY CANYON CREEK', flows through the area. Surrounding areas include 'COMPARK VILLAGE' (Phases 3, 4, and 5) to the northwest and 'GRAND VIEW ESTATES' to the southeast. A legend indicates the 'OVERALL DISTRICT BOUNDARY' with a dashed line. A north arrow and a scale bar (0 to 100 feet) are also present.

EXHIBIT G

Financial Plan



George K. Baum & Company

INVESTMENT BANKERS SINCE 1928

March 1, 2018

Emily Murphy
McGeady Becher P.C.
450 E. 17th Avenue, Suite 400
Denver, Colorado 80203

RE: Proposed Belford North & South Metropolitan Districts

Dear Ms. Murphy:

George K. Baum & Company prepared the financial plan for the proposed Belford North & South Metropolitan Districts which shows that the Districts can support the debt shown in the financial plan. We have based this analysis on information provided to us by the developer among other things, and have not independently verified that information. Based on the information provided below and certified improvement costs, the combined bonding capacity for the Belford North & South Metropolitan Districts is \$31,000,000.

Belford North (Commercial)

The following assumptions were provided by the developer for Belford North:

1. The development is proposed to include 634,400 square feet of commercial property consisting of office/flex space. The expected buildout estimates 52,866 square feet a year completed for 12 years, valued at an estimated \$150 per square foot.
2. The development is proposed to include 120,000 square feet of commercial property consisting of retail space. The expected buildout estimates 10,000 square feet a year completed for 12 years valued at an estimated \$200 per square foot.
3. The development is expected to receive Chambers Highpoint development fees on 134 units at \$25,000 a unit received uniformly from 2018 to 2021.
4. The development is expected to receive advances from the developer for repayment of the bonds and is valued at \$1,600,000 received uniformly from 2018 to 2022.

George K. Baum & Company made a series of assumptions regarding the revenues available:

1. The total mill levy is assumed to be 50 mills, with 47 mills for debt service initially.
2. The assessed valuation is assumed to inflate 2% biennially.
3. It was assumed that the District would receive 99% of the property taxes levied to account for County Treasurer fees.
4. The office/flex development will receive estimated development fees of \$25,000 per 6,042 square feet of development based on the single-family equivalent. A single-family equivalent (SFE) is the number of commercial square feet that equal the amount of usage of a single family home. Actual SFE's may vary and will be determined upon completion.
5. The retail development will receive a development fee of \$25,000 per 4,444 square feet developed.

Belford South (Residential)

The following assumptions were provided by the developer for Belford South:

1. The development is proposed to include 172 single family detached homes with the following build out schedule and pricing:

2019	43 homes at \$450,000
2020	84 homes at \$463,500
2021	45 homes at \$477,405

2. The development is proposed to include 120 single family attached (duplex) homes with the following build out schedule and pricing:

2019	31 homes at \$375,000
2020	57 homes at \$386,250
2021	32 homes at \$397,838

3. The development is proposed to include 233 multi-family homes with the following build out schedule and pricing:

2019	68 homes at \$325,000
2020	97 homes at \$334,750
2021	68 homes at \$344,793

George K. Baum & Company made a series of assumptions regarding the revenues available:

1. The total mill levy is 47.347 mills. The debt service mill levy is assumed to be 43 mills. The operations mill levy is assumed at 4 mills.
2. Specific ownership taxes have been calculated as 6% of the property tax revenue received in each year.
3. It was assumed that the District would have a Development Fee in the amount of \$25,000 per single-family detached or attached residential unit and \$20,000 per multi-family residential unit.
4. It was assumed that the District would receive 98.5% of the property taxes levied to account for County Treasurer fees.
5. A 3% biennial inflation factor has been applied to the value of the homes.

Bonding Capacity

1. It was assumed that either of the Belford Districts issue a series of bonds in 2018 with a par amount of \$14,535,000. An interest rate of 5.75% was assumed with a 30 year term. At issuance, the bonds would fund \$1,222,187.50 for a debt service reserve fund, \$318,025.00 for issuance expenses with the remaining \$12,994,787.50 used to reimburse the developer for eligible expenditures (the "2018 Bonds").
2. It was assumed that either of the Belford Districts issue a second series of bonds in 2020 with a par amount of \$16,465,000. An interest rate of 5.75% was assumed with a 30 year term. At issuance, the bonds would fund \$787,983.59 for a debt service reserve fund, \$346,975 for issuance expenses, and the remaining \$15,330,041.41 used to reimburse the developer for eligible expenditures (the "2020 Bonds").

For both the 2018 Bonds and the 2020 Bonds (together, the "Bonds"), it is assumed that the issuing-Belford District will enter into a pledge agreement with the non-issuing Belford District wherein the non-issuing Belford District pledges to levy taxes, and otherwise produce revenue, for the purposes of paying the debt service, on the Bonds issued by the issuing-Belford District.

Based on the information provided above, the combined bonding capacity for the Belford North & South Metropolitan Districts is \$31,000,000.

George K. Baum & Company certifies that based upon the assumptions contained herein and its professional opinion, The Districts are expected to retire all debt referenced in the financial plan within the restrictions set forth in the Service Plan, including but not limited to, the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term.

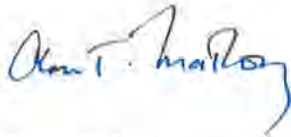
The actual financial results for the proposed district may differ from the financial plan more or less based on a number of variables including the general economy, market, success of this specific project, interest rates and many other factors.

George K. Baum & Company believes this financial plan to be reasonable based on the information provided to us and our assumptions. The issuance of bonds will depend upon market conditions described above and the preparation, review and acceptance by all interested parties of all bond documents, structure and terms.

If George K. Baum & Company can be of any additional assistance, please do not hesitate to contact me at 303.391.5503.

Sincerely,

GEORGE K. BAUM & COMPANY



Alan T. Matlosz
Senior Vice President
Colorado Public Finance

Belford South Metro Dist. Scenario 1 2-1-18
 1-Mar-18
 4:00 PM

**Belford Metropolitan District
 Douglas County, Colorado
 General Obligation Bonds**

Residential & Commercial

Proposed Series	Par	Project Amt.
Series 2018	\$14,535,000	\$12,994,788
Series 2020	\$16,465,000	\$15,330,041
Total	\$31,000,000	\$28,324,829

Table of Schedules

- 1 . Cover Page
- 2 . *Cashflow Schedule of Revenue and Debt Service Coverage*
 - Series 2018
 - 3 . Debt Service Schedule
 - 4 . Sources and Uses of Funds
 - Series 2020
 - 5 . Debt Service Schedule
 - 6 . Sources and Uses of Funds
 - Buildout Support Schedules
 - 7 . Residential Buildout
 - 11 . Commercial Buildout
 - 14 . O & M Funds

Cashflow for Bonds Paid From Sales Tax Revenue

Collection Year	Residential				Commercial				SOT	Residential Development				Transfer to O & M Fund	Commercial Development				DSRF Earnings	Revenue Available for Debt Service	Bellford		Total Net Debt Service	Annual Surplus/ Deficit	Cumulative Fund Balance
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)		(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)	(18)						
2018		0	0.0	0	0	0.0	0	0	0	0	3,210,000	0	320,000	537,500	0	0	0	0	0	0	0	0	0	4,367,500	4,367,500
2019		1,366,200	43.3	59,477	0	0.0	0	0	0	0	3,285,000	0	320,000	537,500	0	0	0	0	0	0	0	0	0	835,763	10,447,568
2020		6,311,065	43.3	270,766	2,879,671	47.0	133,391	3,369	3,369	0	3,285,000	0	320,000	537,500	0	0	0	0	0	0	0	0	0	95,029	10,512,597
2021		12,247,659	43.3	525,505	5,816,935	47.0	270,662	16,247	16,247	0	3,285,000	0	320,000	537,500	0	0	0	0	0	0	0	0	0	1,888,293	10,512,220
2022		14,880,558	43.3	638,817	8,686,606	47.0	404,653	38,329	38,329	0	3,285,000	0	320,000	537,500	0	0	0	0	0	0	0	0	0	3,449,241	9,962,979
2023		15,335,215	43.3	657,892	11,750,210	47.0	548,737	39,079	39,079	0	3,285,000	0	320,000	537,500	0	0	0	0	0	0	0	0	0	2,101,605	9,752,865
2024		15,335,215	43.3	657,892	11,750,210	44.1	638,070	39,479	39,479	0	3,285,000	0	320,000	537,500	0	0	0	0	0	0	0	0	0	1,628,730	9,677,124
2025		15,335,215	43.3	657,892	11,750,210	36.2	638,070	40,663	40,663	0	3,285,000	0	320,000	537,500	0	0	0	0	0	0	0	0	0	1,599,130	9,683,216
2026		15,795,271	43.3	677,721	17,802,149	36.2	638,070	40,663	40,663	0	3,285,000	0	320,000	537,500	0	0	0	0	0	0	0	0	0	1,649,243	9,709,820
2027		15,795,271	43.3	683,038	20,681,820	31.2	638,070	40,663	40,663	0	3,285,000	0	320,000	537,500	0	0	0	0	0	0	0	0	0	1,652,918	9,728,384
2028		16,269,129	43.7	704,482	23,975,128	26.9	638,070	42,269	42,269	0	3,285,000	0	320,000	537,500	0	0	0	0	0	0	0	0	0	1,676,018	9,746,579
2029		16,269,129	43.7	703,322	26,854,799	29.8	793,070	42,189	42,189	0	3,285,000	0	320,000	537,500	0	0	0	0	0	0	0	0	0	1,827,353	9,767,169
2030		16,757,203	43.7	725,073	30,271,966	26.3	789,126	43,501	43,501	0	3,285,000	0	320,000	537,500	0	0	0	0	0	0	0	0	0	1,849,568	9,794,664
2031		16,757,203	43.6	723,806	33,151,237	32.0	1,049,965	43,428	43,428	0	3,285,000	0	320,000	537,500	0	0	0	0	0	0	0	0	0	1,829,443	9,806,805
2032		17,259,919	43.7	746,136	36,694,280	33.5	1,216,043	44,768	44,768	0	3,285,000	0	320,000	537,500	0	0	0	0	0	0	0	0	0	2,019,318	9,828,288
2033		17,259,919	43.6	744,880	38,694,280	33.8	1,227,068	44,683	44,683	0	3,285,000	0	320,000	537,500	0	0	0	0	0	0	0	0	0	2,032,118	9,847,745
2034		17,777,717	43.6	767,867	37,428,165	34.9	1,291,385	46,072	46,072	0	3,285,000	0	320,000	537,500	0	0	0	0	0	0	0	0	0	2,117,330	9,870,715
2035		17,777,717	43.6	765,581	37,428,165	34.8	1,280,780	45,894	45,894	0	3,285,000	0	320,000	537,500	0	0	0	0	0	0	0	0	0	2,115,643	9,892,201
2036		18,311,048	43.6	780,224	39,176,729	36.2	1,328,765	47,413	47,413	0	3,285,000	0	320,000	537,500	0	0	0	0	0	0	0	0	0	2,161,655	9,911,332
2037		18,311,048	43.5	788,665	38,176,729	35.1	1,327,993	47,332	47,332	0	3,285,000	0	320,000	537,500	0	0	0	0	0	0	0	0	0	2,176,343	9,933,573
2038		18,860,380	43.6	813,224	38,940,264	35.3	1,350,505	48,793	48,793	0	3,285,000	0	320,000	537,500	0	0	0	0	0	0	0	0	0	2,238,443	9,952,046
2039		18,860,380	43.5	811,810	38,940,264	35.3	1,359,280	48,709	48,709	0	3,285,000	0	320,000	537,500	0	0	0	0	0	0	0	0	0	2,238,930	9,967,308
2040		19,425,191	43.5	836,685	39,719,059	35.6	1,401,043	50,213	50,213	0	3,285,000	0	320,000	537,500	0	0	0	0	0	0	0	0	0	2,305,968	9,963,876
2041		19,425,191	43.4	835,414	39,719,059	35.8	1,408,205	50,125	50,125	0	3,285,000	0	320,000	537,500	0	0	0	0	0	0	0	0	0	2,315,500	9,986,484
2042		20,008,977	43.5	861,227	40,513,450	36.0	1,442,933	51,674	51,674	0	3,285,000	0	320,000	537,500	0	0	0	0	0	0	0	0	0	2,370,453	10,015,778
2043		20,008,977	43.4	859,696	40,513,450	36.0	1,442,180	51,582	51,582	0	3,285,000	0	320,000	537,500	0	0	0	0	0	0	0	0	0	2,372,960	10,030,650
2044		20,609,246	43.4	886,268	41,323,719	36.0	1,473,993	53,176	53,176	0	3,285,000	0	320,000	537,500	0	0	0	0	0	0	0	0	0	2,435,980	10,046,500
2045		20,609,246	43.4	884,675	41,323,719	36.0	1,470,918	53,081	53,081	0	3,285,000	0	320,000	537,500	0	0	0	0	0	0	0	0	0	2,439,555	10,056,412
2046		21,227,523	43.4	912,028	42,150,194	36.1	1,504,680	54,722	54,722	0	3,285,000	0	320,000	537,500	0	0	0	0	0	0	0	0	0	2,488,355	10,073,881
2047		21,227,523	43.3	910,371	42,150,194	36.3	1,512,980	54,622	54,622	0	3,285,000	0	320,000	537,500	0	0	0	0	0	0	0	0	0	2,487,955	10,088,293
2048		21,864,349	43.4	938,527	42,993,188	36.2	1,541,968	56,312	56,312	0	3,285,000	0	320,000	537,500	0	0	0	0	0	0	0	0	0	2,490,655	9,881,025
2049		21,864,349	0.0	0	42,993,188	42.6	1,812,222	0	0	0	3,322,076	0	1,600,000	3,350,000	0	0	0	0	0	0	0	0	0	1,812,222	1,066,807
																									10,957,832

Belford South Metro Dist. Soon

\$14,535,000
Belford Metropolitan District
Douglas County, Colorado
General Obligation Bonds
Series 2018

Debt Service Schedule

Date	Principal	Rate	Interest	P & I	Annual P & I	Capitalized Interest	DSRF @ 1.50	Net Annual P & I
06/01/19			417,881.25	417,881.25		0.00	(9,166.41)	
12/01/19	0	5.750	417,881.25	417,881.25	835,762.50	0.00	(9,166.41)	817,429.69
06/01/20			417,881.25	417,881.25		0.00	(9,166.41)	
12/01/20	3,085,000	5.750	417,881.25	3,502,881.25	3,920,762.50	0.00	(9,166.41)	3,902,429.69
06/01/21			329,187.50	329,187.50		0.00	(9,166.41)	
12/01/21	295,000	5.750	329,187.50	624,187.50	953,375.00	0.00	(9,166.41)	935,042.19
06/01/22			320,706.25	320,706.25			(9,166.41)	
12/01/22	50,000	5.750	320,706.25	370,706.25	691,412.50		(9,166.41)	673,079.69
06/01/23			319,288.75	319,288.75			(9,166.41)	
12/01/23	50,000	5.750	319,288.75	369,288.75	688,537.50		(9,166.41)	670,204.69
06/01/24			317,831.25	317,831.25			(9,166.41)	
12/01/24	80,000	5.750	317,831.25	397,831.25	715,662.50		(9,166.41)	697,329.69
06/01/25			315,531.25	315,531.25			(9,166.41)	
12/01/25	85,000	5.750	315,531.25	400,531.25	716,062.50		(9,166.41)	697,729.69
06/01/26			313,087.50	313,087.50			(9,166.41)	
12/01/26	110,000	5.750	313,087.50	423,087.50	736,175.00		(9,166.41)	717,842.19
06/01/27			309,925.00	309,925.00			(9,166.41)	
12/01/27	120,000	5.750	309,925.00	429,925.00	739,850.00		(9,166.41)	721,517.19
06/01/28			306,475.00	306,475.00			(9,166.41)	
12/01/28	150,000	5.750	306,475.00	456,475.00	762,950.00		(9,166.41)	744,617.19
06/01/29			302,162.50	302,162.50			(9,166.41)	
12/01/29	155,000	5.750	302,162.50	457,162.50	759,325.00		(9,166.41)	740,592.19
06/01/30			297,706.25	297,706.25			(9,166.41)	
12/01/30	190,000	5.750	297,706.25	487,706.25	785,412.50		(9,166.41)	767,079.69
06/01/31			292,243.75	292,243.75			(9,166.41)	
12/01/31	195,000	5.750	292,243.75	487,243.75	779,487.50		(9,166.41)	761,154.69
06/01/32			286,637.50	286,637.50			(9,166.41)	
12/01/32	230,000	5.750	286,637.50	516,637.50	803,275.00		(9,166.41)	784,942.19
06/01/33			280,025.00	280,025.00			(9,166.41)	
12/01/33	245,000	5.750	280,025.00	525,025.00	805,050.00		(9,166.41)	786,717.19
06/01/34			272,981.25	272,981.25			(9,166.41)	
12/01/34	280,000	5.750	272,981.25	552,981.25	825,962.50		(9,166.41)	807,629.69
06/01/35			264,931.25	264,931.25			(9,166.41)	
12/01/35	295,000	5.750	264,931.25	559,931.25	824,862.50		(9,166.41)	806,529.69
06/01/36			256,450.00	256,450.00			(9,166.41)	
12/01/36	340,000	5.750	256,450.00	596,450.00	852,900.00		(9,166.41)	834,567.19
06/01/37			246,675.00	246,675.00			(9,166.41)	
12/01/37	355,000	5.750	246,675.00	601,675.00	848,350.00		(9,166.41)	830,017.19
06/01/38			236,468.75	236,468.75			(9,166.41)	
12/01/38	405,000	5.750	236,468.75	641,468.75	877,937.50		(9,166.41)	859,604.69
06/01/39			224,825.00	224,825.00			(9,166.41)	
12/01/39	430,000	5.750	224,825.00	654,825.00	879,650.00		(9,166.41)	861,317.19
06/01/40			212,462.50	212,462.50			(9,166.41)	
12/01/40	480,000	5.750	212,462.50	692,462.50	904,925.00		(9,166.41)	886,592.19
06/01/41			198,662.50	198,662.50			(9,166.41)	
12/01/41	510,000	5.750	198,662.50	708,662.50	907,325.00		(9,166.41)	888,992.19
06/01/42			184,000.00	184,000.00			(9,166.41)	
12/01/42	560,000	5.750	184,000.00	744,000.00	928,000.00		(9,166.41)	909,667.19
06/01/43			167,900.00	167,900.00			(9,166.41)	
12/01/43	595,000	5.750	167,900.00	762,900.00	930,800.00		(9,166.41)	912,467.19
06/01/44			150,793.75	150,793.75			(9,166.41)	
12/01/44	660,000	5.750	150,793.75	810,793.75	961,587.50		(9,166.41)	943,254.69
06/01/45			131,818.75	131,818.75			(9,166.41)	
12/01/45	695,000	5.750	131,818.75	826,818.75	958,637.50		(9,166.41)	940,304.69
06/01/46			111,837.50	111,837.50			(9,166.41)	
12/01/46	760,000	5.750	111,837.50	871,837.50	983,675.00		(9,166.41)	965,342.19
06/01/47			89,987.50	89,987.50			(9,166.41)	
12/01/47	805,000	5.750	89,987.50	894,987.50	984,975.00		(9,166.41)	966,642.19
06/01/48			66,843.75	66,843.75			(9,166.41)	
12/01/48	2,325,000	5.750	66,843.75	2,391,843.75	2,458,687.50		(1,231,353.91)	1,218,167.19
	14,535,000		15,286,375.00	29,821,375.00	29,821,375.00	0.00	(1,772,171.88)	28,049,203.13

Dated	12/01/18	Average Coupon	5.750000
		NIC	5.832011
Settlement	12/01/18	TIC	5.903105
		Arbitrage Yield	5.750000
		Bond Years	265,850.00
		Average Life	18.29
		Accrued Interest	0.00

**Belford Metropolitan District
Douglas County, Colorado
General Obligation Bonds
Series 2018**

Sources and Uses of Funds

Sources

Principal Amount of Bond Issue	14,535,000.00
	<u>14,535,000.00</u>

Uses

Project Fund		12,994,787.50
Debt Service Reserve Fund		1,222,187.50
Bond Discount	\$15.00 /\$1,000	218,025.00
Cost of Issuance		100,000.00
Contingency		0.00
		<u>14,535,000.00</u>

Cost of Issuance

Estimated Cost of Issuance	100,000.00
	<u>100,000.00</u>

Belford North Metro Dist. 2-1-1

\$16,465,000
Belford Metropolitan District
Douglas County, Colorado
General Obligation Bonds
Series 2020

Debt Service Schedule

Date	Principal	Rate	Interest	P & I	Annual P & I	Capitalized Interest	DSRF @ 1.50	Net Annual P & I
06/01/20			312,949.34	312,949.34		0.00	(3,939.82)	
12/01/20	0	5.750	473,368.75	473,368.75	766,318.09	0.00	(5,909.88)	776,468.30
06/01/21			473,368.75	473,368.75		0.00	(5,909.88)	
12/01/21	0	5.750	473,368.75	473,368.75	946,737.50	0.00	(5,909.88)	934,917.75
06/01/22			473,368.75	473,368.75		0.00	(5,909.88)	
12/01/22	380,000	5.750	473,368.75	853,368.75	1,326,737.50	0.00	(5,909.88)	1,314,917.75
06/01/23			462,443.75	462,443.75			(5,909.88)	
12/01/23	0	5.750	462,443.75	462,443.75	924,887.50		(5,909.88)	913,067.75
06/01/24			462,443.75	462,443.75			(5,909.88)	
12/01/24	0	5.750	462,443.75	462,443.75	924,887.50		(5,909.88)	913,067.75
06/01/25			462,443.75	462,443.75			(5,909.88)	
12/01/25	0	5.750	462,443.75	462,443.75	924,887.50		(5,909.88)	913,067.75
06/01/26			462,443.75	462,443.75			(5,909.88)	
12/01/26	0	5.750	462,443.75	462,443.75	924,887.50		(5,909.88)	913,067.75
06/01/27			462,443.75	462,443.75			(5,909.88)	
12/01/27	0	5.750	462,443.75	462,443.75	924,887.50		(5,909.88)	913,067.75
06/01/28			462,443.75	462,443.75			(5,909.88)	
12/01/28	0	5.750	462,443.75	462,443.75	924,887.50		(5,909.88)	913,067.75
06/01/29			462,443.75	462,443.75			(5,909.88)	
12/01/29	155,000	5.750	462,443.75	617,443.75	1,079,887.50		(5,909.88)	1,068,067.75
06/01/30			457,987.50	457,987.50			(5,909.88)	
12/01/30	160,000	5.750	457,987.50	617,987.50	1,075,975.00		(5,909.88)	1,064,155.25
06/01/31			453,387.50	453,387.50			(5,909.88)	
12/01/31	155,000	5.750	453,387.50	608,387.50	1,061,775.00		(5,909.88)	1,049,955.25
06/01/32			448,931.25	448,931.25			(5,909.88)	
12/01/32	330,000	5.750	448,931.25	778,931.25	1,227,862.50		(5,909.88)	1,216,042.75
06/01/33			439,443.75	439,443.75			(5,909.88)	
12/01/33	380,000	5.750	439,443.75	789,443.75	1,238,887.50		(5,909.88)	1,227,067.75
06/01/34			429,093.75	429,093.75			(5,909.88)	
12/01/34	445,000	5.750	429,093.75	874,093.75	1,303,187.50		(5,909.88)	1,291,367.75
06/01/35			416,300.00	416,300.00			(5,909.88)	
12/01/35	470,000	5.750	416,300.00	886,300.00	1,302,600.00		(5,909.88)	1,289,780.25
06/01/36			402,787.50	402,787.50			(5,909.88)	
12/01/36	535,000	5.750	402,787.50	937,787.50	1,340,575.00		(5,909.88)	1,328,755.25
06/01/37			387,406.25	387,406.25			(5,909.88)	
12/01/37	565,000	5.750	387,406.25	952,406.25	1,339,812.50		(5,909.88)	1,327,992.75
06/01/38			371,162.50	371,162.50			(5,909.88)	
12/01/38	630,000	5.750	371,162.50	1,001,162.50	1,372,325.00		(5,909.88)	1,360,505.25
06/01/39			353,050.00	353,050.00			(5,909.88)	
12/01/39	665,000	5.750	353,050.00	1,019,050.00	1,371,100.00		(5,909.88)	1,359,280.25
06/01/40			333,931.25	333,931.25			(5,909.88)	
12/01/40	745,000	5.750	333,931.25	1,078,931.25	1,412,862.50		(5,909.88)	1,401,042.75
06/01/41			312,512.50	312,512.50			(5,909.88)	
12/01/41	795,000	5.750	312,512.50	1,107,512.50	1,420,025.00		(5,909.88)	1,408,205.25
06/01/42			289,656.25	289,656.25			(5,909.88)	
12/01/42	875,000	5.750	289,656.25	1,164,656.25	1,454,312.50		(5,909.88)	1,442,492.75
06/01/43			264,500.00	264,500.00			(5,909.88)	
12/01/43	925,000	5.750	264,500.00	1,189,500.00	1,454,000.00		(5,909.88)	1,442,180.25
06/01/44			237,906.25	237,906.25			(5,909.88)	
12/01/44	1,010,000	5.750	237,906.25	1,247,906.25	1,485,812.50		(5,909.88)	1,473,992.75
06/01/45			208,868.75	208,868.75			(5,909.88)	
12/01/45	1,065,000	5.750	208,868.75	1,273,868.75	1,482,737.50		(5,909.88)	1,470,917.75
06/01/46			178,250.00	178,250.00			(5,909.88)	
12/01/46	1,180,000	5.750	178,250.00	1,338,250.00	1,516,500.00		(5,909.88)	1,504,680.25
06/01/47			144,900.00	144,900.00			(5,909.88)	
12/01/47	1,235,000	5.750	144,900.00	1,379,900.00	1,524,800.00		(5,909.88)	1,512,980.25
06/01/48			109,393.75	109,393.75			(5,909.88)	
12/01/48	1,335,000	5.750	109,393.75	1,444,393.75	1,553,787.50		(5,909.88)	1,541,967.75
06/01/49			71,012.50	71,012.50			(5,909.88)	
12/01/49	2,470,000	5.750	71,012.50	2,541,012.50	2,612,025.00		(793,893.47)	1,812,221.66
	16,465,000		21,774,988.09	38,239,988.09	38,239,988.09	0.00	(1,140,606.25)	37,099,361.84

Dated	02/02/20	Average Coupon	5.750000
		NIC	5.815217
Settlement	02/02/20	TIC	5.873745
		Arbitrage Yield	5.750728
		Bond Years	378,695.10
		Average Life	23.00
		Accrued Interest	0.00

Belford Metropolitan District
Douglas County, Colorado
General Obligation Bonds
Series 2020

Sources and Uses of Funds

Sources

Principal Amount of Bond Issue	16,465,000.00
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16,465,000.00

Uses

Project Fund		15,330,041.41
Debt Service Reserve Fund - 1/2 Requirement		787,983.59
Bond Discount	\$15.00 /\$1,000	246,975.00
Cost of Issuance		100,000.00
Contingency		0.00

16,465,000.00

	Completion Year	Tax Collection Year	Single Family Homes			Duplexes			Multi-Family			Market Value	Assessed Value @ 7.20%
			Units Built	Unit Price	Cost	Units Built	Unit Price	Cost	Units Built	Unit Price	Cost		
			<i>3% inflation factor</i>			<i>3% inflation factor</i>			<i>3% inflation factor</i>				
1	2019	2021	43	450,000	19,350,000	31	375,000	11,625,000	68	325,000	22,100,000	53,075,000	3,821,400
2	2020	2022	84	463,500	38,934,000	57	386,250	22,016,250	97	334,750	32,470,750	93,421,000	6,726,312
3	2021	2023	45	477,405	21,483,225	32	397,838	12,730,800	68	344,793	23,445,890	57,659,915	4,151,514
4												0	0
			172		79,767,225	120		46,372,050	233		78,016,640	204,155,915	14,699,226

Belford Metropolitan District
Douglas County, Colorado
General Obligation Bonds

Summary of Lot Inventory

Lots Added to Tax Roll

Start Year	Collection Year	Single Family		Duplexes		Multi-Family		Totals AV						
		Lots	AV	Lots	AV	Lots	AV							
2018	2020	43	50,000	2,150,000	623,500	31	30,000	930,000	269,700	25,000	1,700,000	493,000	1,386,200	
2019	2021	84	51,500	4,326,000	1,254,540	57	30,900	1,761,300	510,777	25,750	2,497,750	724,348	2,489,665	
2020	2022	45	53,045	2,387,025	692,237	32	31,827	1,018,464	295,355	26,523	1,803,530	523,024	1,510,616	
0														
		172	154,545	8,863,025	2,570,277	120	92,727	3,709,764	1,075,832	233	77,273	6,001,280	1,740,371	5,386,480

Lots Deducted from Tax Roll

Collection Year	Single Family		Duplexes		Multi-Family		Totals
	Lots	AV	Lots	AV	Lots	AV	
2021	43	523,500	31	269,700	68	493,000	1,386,200
2022	84	1,254,540	57	510,777	97	724,348	2,489,665
2023	45	692,237	32	295,355	68	523,024	1,510,616
	172	2,570,277	120	1,075,832	233	1,740,371	5,386,480

		Residential Lots Assessed Value (Added)	Residential Assessed Value Added (Collection Yr.)	Residential Lots Assessed Value (Deducted)	Total Assessed Value Added (Collection Yr.)	Market Re-valuation Rate	Re-valuation Value	Total Assessed Valuation
		3% bi-annually						
1	2018		0		0		0	0
2	2019				0		0	0
3	2020	1,386,200	0		1,386,200	3%	0	1,386,200
4	2021	2,489,665	3,821,400	(1,386,200)	4,924,865		0	6,311,065
5	2022	1,510,616	6,726,312	(2,489,665)	5,747,263	3%	189,332	12,247,659
6	2023		4,151,514	(1,510,616)	2,640,898		0	14,888,558
7	2024		0		0	3%	446,657	15,335,215
8	2025		0		0		0	15,335,215
9	2026		0		0	3%	460,056	15,795,271
10	2027		0		0		0	15,795,271
11	2028		0		0	3%	473,858	16,269,129
12	2029		0		0		0	16,269,129
13	2030		0		0	3%	488,074	16,757,203
14	2031		0		0		0	16,757,203
15	2032		0		0	3%	502,716	17,259,919
16	2033		0		0		0	17,259,919
17	2034		0		0	3%	517,798	17,777,717
18	2035				0		0	17,777,717
19	2036				0	3%	533,331	18,311,048
20	2037				0		0	18,311,048
21	2038				0	3%	549,331	18,860,380
22	2039				0		0	18,860,380
23	2040				0	3%	565,811	19,426,191
24	2041				0		0	19,426,191
25	2042				0	3%	582,786	20,008,977
26	2043				0		0	20,008,977
27	2044				0	3%	600,269	20,609,246
28	2045				0		0	20,609,246
29	2046				0	3%	618,277	21,227,523
30	2047				0		0	21,227,523
31	2048				0	3%	636,826	21,864,349
32	2049				0		0	21,864,349
		5,386,480	14,699,226	(5,386,480)	14,699,226			

Belford Metropolitan District
Douglas County, Colorado
General Obligation Bonds

Schedule of Development Fees					
Year	Single Family & Duplex Development		Multi-Family Development		Total Development Fees
	Units Completed	Fee \$25,000	Units Completed	Fee \$20,000	
2016	0	0	0	0	0
2017	0	0	0	0	0
2018	74	1,850,000	68	1,360,000	3,210,000
2019	141	3,525,000	97	1,940,000	5,465,000
2020	77	1,925,000	68	1,360,000	3,285,000
2021	0	0	0	0	0
2022	0	0	0	0	0
2023	0	0	0	0	0
2024	0	0	0	0	0
	292	7,300,000	233	4,660,000	11,960,000

Completion Year		Tax Collection Year					Market Value	Assessed Value @ 29.00%
			Office/Flex		Retail			
			Sq. Ft.	Market Value @ Price/ Sq.Ft. 150	Sq. Ft.	Market Value @ Price/ Sq.Ft. 200		
	2017	2019	0	0			0	0
	2018	2020		0		0	0	0
1	2019	2021	52,866	7,929,900	10,000	2,000,000	9,929,900	2,879,671
2	2020	2022	52,866	7,929,900	10,000	2,000,000	9,929,900	2,879,671
3	2021	2023	52,866	7,929,900	10,000	2,000,000	9,929,900	2,879,671
4	2022	2024	52,866	7,929,900	10,000	2,000,000	9,929,900	2,879,671
5	2023	2025	52,866	7,929,900	10,000	2,000,000	9,929,900	2,879,671
6	2024	2026	52,866	7,929,900	10,000	2,000,000	9,929,900	2,879,671
7	2025	2027	52,866	7,929,900	10,000	2,000,000	9,929,900	2,879,671
8	2026	2028	52,866	7,929,900	10,000	2,000,000	9,929,900	2,879,671
9	2027	2029	52,866	7,929,900	10,000	2,000,000	9,929,900	2,879,671
10	2028	2030	52,866	7,929,900	10,000	2,000,000	9,929,900	2,879,671
11	2029	2031	52,866	7,929,900	10,000	2,000,000	9,929,900	2,879,671
12	2030	2032	52,874	7,931,100	10,000	2,000,000	9,931,100	2,880,019
			634,400	95,160,000	120,000	24,000,000	119,160,000	34,556,400

	Year	Commercial Assessed Value Added (Collection Yr.)	Adjustments	Total Assessed Value Added (Collection Yr.)	Market Re-valuation Rate	Total Assessed Valuation
					2% bi-annually	
0	2017			0		0
1	2018	0		0	2%	0
2	2019	0		0		0
3	2020	0		0	2%	0
4	2021	2,879,671		2,879,671		2,879,671
5	2022	2,879,671		2,879,671	2%	5,816,935
6	2023	2,879,671		2,879,671		8,696,606
7	2024	2,879,671		2,879,671	2%	11,750,210
8	2025	2,879,671		2,879,671		14,629,881
9	2026	2,879,671		2,879,671	2%	17,802,149
10	2027	2,879,671		2,879,671		20,681,820
11	2028	2,879,671		2,879,671	2%	23,975,128
12	2029	2,879,671		2,879,671		26,854,799
13	2030	2,879,671		2,879,671	2%	30,271,566
14	2031	2,879,671		2,879,671		33,151,237
15	2032	2,880,019		2,880,019	2%	36,694,280
16	2033	0		0		36,694,280
17	2034	0		0	2%	37,428,166
18	2035	0		0		37,428,166
19	2036	0		0	2%	38,176,729
20	2037	0		0		38,176,729
21	2038	0		0	2%	38,940,264
22	2039	0		0		38,940,264
23	2040	0		0	2%	39,719,069
24	2041	0		0		39,719,069
25	2042	0		0	2%	40,513,450
26	2043			0		40,513,450
27	2044			0	2%	41,323,719
28	2045			0		41,323,719
29	2046			0	2%	42,150,194
30	2047			0		42,150,194
31	2048			0	2%	42,993,198
32	2049			0		42,993,198
		34,556,400	0	34,556,400		

Douglas County, Colorado
General Obligation Bonds
Series 2020

Schedule of Development Fees

Year	Average Sq. Feet	Development Fee \$25,000 / 6,042 SFE	Average Sq. Feet	Development Fee \$25,000 / 4,444 SFE	Total Fees
2017					
2018				0	0
2019	52,866	218,747	10,000	56,250	274,997
2020	52,866	218,747	10,000	56,250	274,997
2021	52,866	218,747	10,000	56,250	274,997
2022	52,866	218,747	10,000	56,250	274,997
2023	52,866	218,747	10,000	56,250	274,997
2024	52,866	218,747	10,000	56,250	274,997
2025	52,866	218,747	10,000	56,250	274,997
2026	52,866	218,747	10,000	56,250	274,997
2027	52,866	218,747	10,000	56,250	274,997
2028	52,866	218,747	10,000	56,250	274,997
2029	52,866	218,747	10,000	56,250	274,997
2030	52,874	218,779	10,000	56,250	275,029
2031	0				
	634,400	2,625,000	120,000	675,000	3,300,000

Belford Metropolitan District
Douglas County, Colorado
General Obligation Bonds

Residential Operating Mill Levy Schedule

Collection Year	Assessed Valuation	O & M Levy	O & M Revenue	O & M Expense 2% Inflation	Transfer From Revenue	Annual Surplus/ (Deficit)	Balance Plus Interest @ 5%	5% Interest
2018	0							
2019	0							
2020	1,386,200	4.000	5,545	50,000	50,000	5,545	5,545	277
2021	6,311,065	4.000	25,244	51,000	0	(25,756)	(19,934)	(997)
2022	12,247,659	4.000	48,991	52,020		(3,029)	(23,960)	(1,198)
2023	14,888,558	4.000	59,554	53,060		6,494	(18,664)	(933)
2024	15,335,215	4.000	61,341	54,122		7,219	(12,378)	(619)
2025	15,335,215	4.000	61,341	55,204		6,137	(6,860)	(343)
2026	15,795,271	4.000	63,181	56,308		6,873	(330)	(16)
2027	15,795,271	3.660	57,811	57,434		376	30	1
2028	16,269,129	3.601	58,583	58,583		0		
2029	16,269,129	3.673	59,755	59,755		0		
2030	16,757,203	3.637	60,950	60,950		0		
2031	16,757,203	3.710	62,169	62,169		0		
2032	17,259,919	3.674	63,412	63,412		0		
2033	17,259,919	3.747	64,680	64,680		0		
2034	17,777,717	3.711	65,974	65,974		0		
2035	17,777,717	3.785	67,293	67,293		0		
2036	18,311,048	3.749	68,639	68,639		0		
2037	18,311,048	3.823	70,012	70,012		0		
2038	18,860,380	3.786	71,412	71,412		0		
2039	18,860,380	3.862	72,841	72,841		0		
2040	19,426,191	3.825	74,297	74,297		0		
2041	19,426,191	3.901	75,783	75,783		0		
2042	20,008,977	3.863	77,299	77,299		0		
2043	20,008,977	3.940	78,845	78,845		0		
2044	20,609,246	3.902	80,422	80,422		0		
2045	20,609,246	3.980	82,030	82,030		0		
2046	21,227,523	3.942	83,671	83,671		0		
2047	21,227,523	4.020	85,344	85,344		0		
2048	21,864,349	3.981	87,051	87,051		0		
2049	21,864,349							
			1,893,471	1,939,612		3,859		(3,828)

Belford Metropolitan District
Douglas County, Colorado
General Obligation Bonds

Commercial Operating Mill Levy Schedule

Collection Year	Assessed Valuation	O & M Levy	O & M Revenue	O & M Expense 2% Inflation	Annual Surplus/ (Deficit)	Balance Plus Interest @ 5%	5% Interest
2019	0						
2020	0						
2021	2,879,671	3.000	8,639	50,000	(41,361)	(41,361)	(2,068)
2022	5,816,935	3.000	17,451	51,000	(33,549)	(76,978)	(3,849)
2023	8,696,606	3.000	26,090	52,020	(25,930)	(106,757)	(5,338)
2024	11,750,210	3.000	35,251	53,060	(17,810)	(129,905)	(6,495)
2025	14,629,881	3.000	43,890	54,122	(10,232)	(146,632)	(7,332)
2026	17,802,149	3.000	53,406	55,204	(1,798)	(155,761)	(7,788)
2027	20,681,820	3.000	62,045	56,308	5,737	(157,812)	(7,891)
2028	23,975,128	3.000	71,925	57,434	14,491	(151,212)	(7,561)
2029	26,854,799	3.000	80,564	58,583	21,981	(136,791)	(6,840)
2030	30,271,566	3.000	90,815	59,755	31,060	(112,570)	(5,629)
2031	33,151,237	3.000	99,454	60,950	38,504	(79,695)	(3,985)
2032	36,694,280	3.000	110,083	62,169	47,914	(35,765)	(1,788)
2033	36,694,280	2.760	101,276	63,412	37,864	310	16
2034	37,428,166	1.728	64,680	64,680	0		
2035	37,428,166	1.763	65,974	65,974	0		
2036	38,176,729	1.763	67,293	67,293	0		
2037	38,176,729	1.798	68,639	68,639	0		
2038	38,940,264	1.798	70,012	70,012	0		
2039	38,940,264	1.834	71,412	71,412	0		
2040	39,719,069	1.834	72,841	72,841	0		
2041	39,719,069	1.871	74,297	74,297	0		
2042	40,513,450	1.871	75,783	75,783	0		
2043	40,513,450	1.908	77,299	77,299	0		
2044	41,323,719	1.908	78,845	78,845	0		
2045	41,323,719	1.946	80,422	80,422	0		
2046	42,150,194	1.946	82,030	82,030	0		
2047	42,150,194	1.985	83,671	83,671	0		
2048	42,993,198	1.985	85,344	85,344	0		
2049	42,993,198	2.025	87,051	87,051	0		
2050							
			2,006,484	1,939,612	66,872		(66,546)

EXHIBIT H

Indemnification Letters

Developer's Letter

{date – on or after date of Service Plan approval}

Town of Parker
20120 E. Mainstreet
Parker, CO 80138-7334

RE: Belford North Metropolitan District

To the Town Council:

This Indemnification Letter (the “**Letter**”) is delivered by the undersigned (the “**Developer**”) in connection with the review by the Town of Parker (the “**Town**”) of the Service Plan, including all amendments heretofore or hereafter made thereto (the “**Service Plan**”) for the Belford North Metropolitan District (the “**District**”). Developer, for and on behalf of itself and its transferees, successors and assigns, represents, warrants, covenants and agrees to and for the benefit of the Town as follows:

1) Developer hereby waives and releases any present or future claims it might have against the Town or the Town's elected or appointed officers, employees, agents, contractors or insurers (the “**Released Persons**”) in any manner related to or connected with the Service Plan or any action or omission with respect thereto. Developer further hereby agrees to indemnify and hold harmless the Released Persons from and against any and all liabilities resulting from any and all claims, demands, suits, actions or other proceedings of whatsoever kind or nature made or brought by any third party, including attorneys' fees and expenses and court costs, which directly or indirectly or purportedly arise out of or are in any manner related to or connected with any of the following: (a) the Service Plan or any document or instrument contained or referred to therein; or (b) the formation of the District; or (c) any actions or omissions of the Developer or the District, or their agents, in connection with the District, including, without limitation, any actions or omissions of the Developer or District, or their agents, in relation to any bonds or other financial obligations of the District or any offering documents or other disclosures made in connection therewith. Developer further agrees to investigate, handle, respond to and to provide defense for and defend against, or at the Town's option to pay the attorneys' fees and expenses for counsel of the Town's choice for any such liabilities, claims, demands, suits, actions or other proceedings.

2) Developer hereby consents to the Debt Instrument Disclosure Requirements as set forth in Section VI.F of the Service Plan, acknowledges the Town's right to modify the required disclosures, and waives and releases the Town from any claims Developer might have based on or relating to the use of or any statements made or to be made in such disclosures (including any modifications thereto).

3) This Letter has been duly authorized and executed on behalf of Developer.

Very truly yours,

470 Compark LLC, a Colorado limited liability
company

By: _____

Name: _____

Title: _____

District's Letter

{date – date of organizational meeting}

Town of Parker
20120 E. Mainstreet
Parker, CO 80138-7334

RE: Belford North Metropolitan District

To the Town Council:

This Indemnification Letter (the "**Letter**") is delivered by the Belford North Metropolitan District (the "**District**") in order to comply with the Service Plan, including all amendments heretofore or hereafter made thereto (the "**Service Plan**") for the District. The District, for and on behalf of itself and its transferees, successors and assigns, represents, warrants, covenants and agrees to and for the benefit of the Town as follows:

1) The District hereby waives and releases any present or future claims it might have against the Town or the Town's elected or appointed officers, employees, agents, contractors or insurers (the "**Released Persons**") in any manner related to or connected with the Service Plan or any action or omission with respect thereto. To the fullest extent permitted by law, the District hereby agrees to indemnify and hold harmless the Released Persons from and against any and all liabilities resulting from any and all claims, demands, suits, actions or other proceedings of whatsoever kind or nature made or brought by any third party, including attorneys' fees and expenses and court costs, which directly or indirectly or purportedly arise out of or are in any manner related to or connected with any of the following: (a) the Service Plan or any document or instrument contained or referred to therein; or (b) the formation of the District; or (c) any actions or omissions of the District, 470 Compark LLC (the "**Developer**"), or their agents, in connection with the District, including, without limitation, any actions or omissions of the District or Developer, or their agents, in relation to any bonds or other financial obligations of the District or any offering documents or other disclosures made in connection therewith. The District further agrees to investigate, handle, respond to and to provide defense for and defend against, or at the Town's option to pay the attorneys' fees and expenses for counsel of the Town's choice for any such liabilities, claims, demands, suits, actions or other proceedings.

2) It is understood and agreed that neither the District nor the Town waives or intends to waive the monetary limits (presently \$350,000 for an injury to one person in any single occurrence, and \$990,000 for an injury to two or more persons in any single occurrence, except that in such instance, no person may recover in excess of \$350,000) or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, Section 24-10-101, et seq., C.R.S., as is from time to time amended, or otherwise available to the Town, the District, its officers, or its employees.

3) The District hereby consents to the Debt Instrument Disclosure Requirements as set forth in Section VI.F of the Service Plan, acknowledges the Town's right to modify the required disclosures, and waives and releases the Town from any claims the District

might have based on or relating to the use of or any statements made or to be made in such disclosures (including any modifications thereto).

4) This Letter has been duly authorized and executed on behalf of the District.

Very truly yours,

BELFORD NORTH METROPOLITAN
DISTRICT

By: _____,
_____, President

Attest:

Secretary

EXHIBIT I

Intergovernmental Agreement

TOWN OF PARKER INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF PARKER, COLORADO AND THE BELFORD NORTH METROPOLITAN DISTRICT

THIS **AGREEMENT** is made and entered into as of this ____ day of _____, 20__, by and between the **TOWN OF PARKER**, a home rule municipal corporation of the State of Colorado (the "**Town**"), and the **BELFORD NORTH METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (the "**District**"). The Town and the District are individually referred to as a "**Party**" and collectively referred to as the "**Parties**."

WITNESSETH:

WHEREAS, C.R.S. Section 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 Service Plan approved by the Town on _____, 2018 (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, it is the Town's policy that special districts located within residential and commercial projects shall share in regional public improvements, and the model intergovernmental agreement required by Chapter 10.11 of the Town Code includes provisions for special districts to provide regional improvement funds; and

WHEREAS, the Town, the Arapahoe County Water and Wastewater Authority, and 470 Compark LLC ("**Developer**") entered into that certain Compark Village South Annexation Agreement dated January 5, 2015 (the "**Annexation Agreement**"), which Annexation Agreement requires the Developer, its successors or assigns, to construct and/or fund certain regional improvements in connection with development of the property within and without the boundaries of the District; and

WHEREAS, given the requirements set forth in the Annexation Agreement and Subdivision Agreement applicable to development of the property located within the District's boundaries, including but not limited to required completion of transportation improvements to roads within and in the vicinity of the District, the Town finds that a regional improvement fund contribution is not required in connection with approval of the District's initial Service Plan; and

WHEREAS, the Parties have determined that any capitalized term not specifically defined in this Agreement shall have that meaning as set forth in the Service Plan; 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 Intergovernmental Agreement (“**Agreement**”) to address certain matters related to the organization, powers and authorities of the District.

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. Incorporation of Recitals. The foregoing recitals are hereby incorporated into and made a part of this Agreement.

2. Regional Improvements Funding. [INTENTIONALLY OMITTED]

3. Use of Regional Improvements Funds. [INTENTIONALLY OMITTED]

4. Deposit of Regional Improvements Funds. [INTENTIONALLY OMITTED]

5. Operations and Maintenance.

A. 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 final approved plats and subdivision agreements for the property located within the District’s boundaries, other rules and regulations of the Town, and applicable provisions of the Town Code. The District shall not be authorized to own, operate and maintain any part or all of the Public Improvements, except as specifically provided for in the following Subsection 5.B. of this Agreement or separate agreement with the Town.

B. The District is authorized to own, operate and maintain, and contract with a homeowners’ association for the operations and maintenance of the Green Acres Tributary Channel/Detention Pond Improvements and the Happy Canyon Creek Tributary Channel Improvements, which improvements are collectively described as the “**Storm Drainage Improvements**” on Exhibit E to the Service Plan. The Storm Drainage Improvements to be owned, operated and maintained by the District, or to be operated and maintained by the District pursuant to a contract with a homeowners’ association, shall be as specifically and finally determined by the Town consistent with the applicable subdivision plat and subdivision agreement. The District shall not operate or maintain any other improvements unless the Town Council has first approved and executed an amendment to this Agreement to authorize the District’s operation and maintenance of specific additional improvements.

C. The District may enter into an agreement with an owners association for the maintenance of District-funded Storm Drainage Improvements. The District will own such Storm Drainage Improvements for so long as required for any tax-exempt bonds that provided the funding for the improvement remain outstanding. Maintenance responsibilities shall be

consistent with the maintenance entity designated in the applicable subdivision plat and subdivision agreement.

D. The District may fund through an operation and maintenance mill levy the costs of operation and maintenance of the Storm Drainage Improvements. Therefore, the District is authorized to impose for the purpose of operation and maintenance of the Storm Drainage Improvements a mill levy of not more than ten (10) mills (the “**Drainage O & M Mill Levy**”). For any period that the District imposes any portion of the Drainage O & M Mill Levy authorized under this Subsection 5.D., the District shall operate and maintain the Storm Drainage Improvements for which such mill levy was imposed, and the revenues from such Drainage O & M Mill Levy may only be used for such operations and maintenance of Storm Drainage Improvements. The Drainage O & M Mill Levy shall not be subject to Gallagher Adjustment. Further, the District’s mill levies shall never exceed the Maximum Debt Mill Levy (subject to Gallagher Adjustment) plus the Drainage O & M Mill Levy (maximum 10 mills, not subject to Gallagher Adjustment).

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 not 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:

(“**Company**”) is an External Financial Advisor within the meaning of the District’s Service Plan.

Company certifies 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 Company and based upon Company's 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 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 and Belford South Metropolitan District, collectively, shall not issue Debt in excess of \$31,000,000 in total aggregate principal amount.

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. Development Fees. The District is authorized to assess and collect a Development Fee in the maximum amounts described in Section VI.E of the Service Plan for the purpose of planning, design, acquisition, construction, installation, relocation, redevelopment and financing of certain regional water, regional wastewater, regional drainage, and Belford Avenue regional roadway improvements necessary to serve the Project and to provide water and wastewater service and Belford Avenue access to neighboring properties, which improvements are as set forth in the Capital Plan. The District shall not impose or assess any other fees, rates, tolls, penalties, or charges, or use Development Fee revenues for purposes other than costs of Public Improvements set forth in the approved Capital Plan, without first obtaining Town approval of an amendment to its Service Plan, which amendment shall be deemed to be a material modification of the Service Plan.

14. 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. 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.

15. Service Plan Amendment Requirement. Any action of the District which violates the limitations set forth in Sections V.A.1-15 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.

16. 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.

17. Annual Report. The District shall submit an annual report ("**Annual Report**") to the Town not later than September 1 of each calendar 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.

18. 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:	Belford North Metropolitan District c/o McGeady Becher P.C. 450 East 17 th Avenue, Suite 400 Denver, CO 80203 Attn: MaryAnn M. McGeady Phone: (303) 592-4380 Fax: (303) 592-4385
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To the Town:	Town of Parker 20120 E. Mainstreet Parker, CO 80138-7334 Attn: Town Attorney cc: Finance Director Phone: (303) 841-0353 Fax: (303) 840-9792
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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.

19. 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.

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, phrase, or other provision shall not affect any of the remaining provisions of this Agreement.

e. Execution of Documents. This Agreement may 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 merges and supersedes all prior negotiations, representations, and agreements between the Parties hereto relating to the subject matter hereof and this Agreement, together with the Service Plan and Annexation Agreement 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

By: _____
_____, Mayor

ATTEST:

_____, Town Clerk

APPROVED AS TO FORM:

_____, Town Attorney

**BELFORD NORTH METROPOLITAN
DISTRICT**, a quasi-municipal corporation
and political subdivision of the State of
Colorado

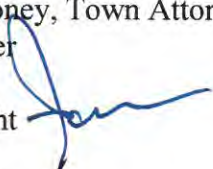
By: _____
_____, President

ATTEST:

_____, Secretary

MEMORANDUM

TO: James S. Maloney, Town Attorney
Town of Parker

FROM: Samuel J. Light 

DATE: March 7, 2018

SUBJECT: Proposed Service Plans for Belford Metropolitan Districts

The following sets forth our report on: (1) the proposed Service Plan for Belford North Metropolitan District, and (2) the proposed First Amended and Restated Service Plan for Belford South Metropolitan District (collectively, the "Service Plans"). The Service Plans are set for a public hearing before the Town Council on March 19, 2018. Accompanying this memo are copies of the Service Plans and proposed Town Council resolutions of approval, and a support letter from the Districts' counsel.

As background, on March 21, 2016, the Town Council, by Resolution No. 16-022, approved the original service plan for Belford South Metropolitan District ("BSMD"), which was subsequently organized and is an existing special district. BSMD contains the residential portions of the Belford Project south of Belford Avenue. The proposed Belford North Metropolitan District ("BNMD") contains the commercial portions of the Project north of Belford Avenue. The Service Plans propose that BSMD and BNMD (collectively, "the Districts") will cooperatively complete Public Improvements for the Project.

With this application, BSMD proposes to amend and restate its service plan so that the Service Plans for the Districts are essentially the same, but with BSMD serving as the residential district and BNMD serving as the commercial district. The Service Plans contain a singular Capital Plan and Financial Plan, showing shared costs and financing by the Districts. The following report summarizes key information regarding the Service Plans. The following is applicable to both Districts, except where indicated otherwise.

Belford Metropolitan Districts

Developer: 470 Compark LLC, its successors and assigns.

Attorney: McGeady Becher, P.C.

Finance:	George K. Baum & Company.
Accounting:	Not indicated in Service Plan.
Engineer:	Manhard Consulting, Ltd.
Bond Counsel:	Not indicated in Service Plan.
Location:	Generally located approximately one-eight mile west of southwest corner of the intersection of E-470 Highway and South Chambers Road, north and south of Belford Avenue.
Area/Land Use:	BSMD - 86.4/Residential; BNMD - 65.48 acres/Commercial.
Projected Population:	Residential: 1,312 persons based on 2.5 persons per household; Non-residential: the non-residential density of the District at build-out is estimated to be approximately 500,000 to 750,000 square feet.
Build Out Schedule:	Residential build out projected to be completed by end of 2020; commercial build out projected to be completed by end of 2030, per Financial Plan.
Powers:	Per Service Plans (streets, water, sanitary sewer, storm sewer, park and recreation). The Districts are not authorized to provide ongoing operations or maintenance services except as follows: Under the Town IGA (Exhibit H to the Service Plan), the Districts will be authorized to own, operate and maintain, and contract with an HOA for the operations and maintenance of the Green Acres Tributary Channel/Detention Pond Improvements and the Happy Canyon Creek Tributary Channel Improvements. These storm drainage improvements, as specifically designated during platting, will be operated and maintained by the HOA or District. The District is further authorized to impose operations and maintenance (o & m) mill levy of not more than ten mills for this purpose. Revenues from the drainage o & m levy may only be used for District operations and maintenance of these storm drainage improvements.
Improvement Costs:	\$26,847,821 total estimated improvements costs as listed in Exhibit E of the Service Plan, of which amount \$17,663,662 is anticipated for Street Improvement Costs and \$4,284,113 is anticipated for Storm Drainage Improvement Costs. Costs are further detailed in Exhibit E.
Debt Limit:	\$31,000,000 (total aggregate for both Districts); 12% maximum interest rate and 4% maximum underwriting discount per Service Plan. Also per

Service Plan, privately placed bonds must be accompanied by certification that interest rate reflects market rates and debt structure is reasonable.

Mill Levies:

- a. Residential mill levy of 35 mills (BSMD) and Commercial mill levy of 50 mills (BNMD), both subject to “Gallagher Adjustment,” resulting in current residential levy of 47.347 mills.
- b. In addition, as noted above, the Town-District IGA authorizes an additional levy not to exceed 10 mills for maintenance and operation of specified Storm Drainage Improvements.
- c. For bonds issued that are over 50% of the assessed value of the District, the levy is limited to the applicable cap (as “Gallagherized”) less the number of mills necessary to pay District administrative operating expenses, and less the number of mills necessary to pay unlimited mill levy debt, as described above, for bonds issued less than or equal to 50% of the assessed value of the District.
- d. For bonds issued that are less than or equal to 50% of the assessed value of the District, the levy can be unlimited.

Fees:

The Service Plans propose a District Development Fee of \$25,000 for single-family detached or attached units and \$20,000 for multi-family units. For uses other than a single-family or multi-family residential structure, the Service Plans proposes a District Development Fee of \$25,000 per SFE of water and/or wastewater demand. (See comment 1 below for further discussion.)

Dissolution:

Per Service Plans, dissolution is to be initiated upon an independent determination of the Town Council that the purposes of the District have been accomplished; no dissolution can occur until debts are paid or payment is provided for under applicable law.

Comments:

1. The proposed Service Plans generally conform to the Town’s Model Service Plan, with a primary exception of the request for authority to assess and collect a Development Fee of \$25,000/\$20,000 rather than in the amounts of \$2,500/\$1,500 as stated in the Model Service Plan. In approving the BSMD Service Plan in 2016, Town Council approved this fee authority for the residential district. The current proposal extends similar authority for BNMD as the commercial district, with the fee being \$25,000/SFE fee (rather than per square foot). Accompanying this memo is an updated letter from the Districts’ counsel discussing the basis for these Development Fees and related issues. In addition, the Service Plans authorize the Districts to collect Development Fees from the Chambers Highpoint Property to pay or finance the costs

of Public Improvements, including extensions of water and wastewater infrastructure necessary to obtain service from Stonegate Village Metropolitan District.

2. As a further revision from the Model Service Plan, the Capital Plans and Service Plans recognize that the Districts may finance a portion of off-site Belford Avenue improvements connecting to South Chambers Road (denoted as Segment C-2). This segment may be financed pursuant to landowner reimbursement agreements; thus a new Section V.A.15 is added stating that if the Districts utilize landowner reimbursement agreements, revenues under those agreements shall be used to pay the costs of the improvement and pay debt.

3. The mill levy provisions are per the Town's Model Service Plan, including the provisions allows for imposition of an o & m levy for operation and maintenance of specified Storm Drainage Improvements. The Town's policies allow an additional o & m levy not to exceed ten mills for a district that has more than 400 residential units and has been determined by the Town to be responsible for ownership, operation and/or maintenance of a regional improvement. Staff anticipates that the Districts will be responsible for operation and maintenance of the Green Acres Tributary Channel/Detention Pond Improvements and the Happy Canyon Creek Tributary Channel Improvements. Therefore, the Town-District IGA authorizes this additional levy for that limited o & m purpose.

4. Except as noted in 3, above, the District is not authorized to provide any ongoing operations or maintenance unless authorized by further agreement with the Town.

5. Any inclusion of additional territory requires the prior written consent of the Town Council.

6. The Total Debt Issuance Limitation (Section V.A.9) of \$31,000,000 is a total aggregate principal amount for the Districts, collectively.

7. The Financial Plan (Exhibit F) provided by George K. Baum anticipates issuance of bonds in 2018 and 2020, with either District being the issuer. Each District is authorized to issue Debt supported with a mill levy pledge of the other District's property taxes, subject at all to the mill levy and other limits in the Service Plans.



March 7, 2018

VIA EMAIL

Mr. Sam Light, Esq.
Town of Parker
20120 E. Mainstreet
Parker, CO 80138-7334

Re: Belford South Metropolitan District and Belford North Metropolitan District
Development Fee – Updated from March 7, 2016 Letter

Dear Mr. Light:

Our office previously provided you with a letter dated March 7, 2016, which provided additional background concerning the imposition of a development fee (the “**Development Fee**”) by the Belford South Metropolitan District (“**BSMD**”) to assist in the application and approval of the Service Plan for BSMD as approved by Town Council on March 21, 2016 (the “**Original Service Plan**”). The March 7, 2016 letter is attached hereto as **Exhibit A** (the “**March 7, 2016 Letter**”).

At your request, our office has updated the March 7, 2016 Letter to provide additional background concerning such proposed revisions to be reflected in the First Amended and Restated Service Plan for BSMD and reflected as well in the proposed Service Plan for Belford North Metropolitan District (“**BNMD**” and with BSMD, collectively, the “**Districts**”).

Question: What is the request?

Answer: Section VI.E of the First Amended and Restated Service Plan for BSMD and the Service Plan for BNMD (collectively, the “**Service Plans**”) would permit the Districts, respectively, to do the following: (i) impose a Development Fee not to exceed \$25,000 per single-family detached or attached residential unit; (ii) impose a Development Fee not to exceed \$20,000 per multi-family residential unit; or (iii) impose a Development Fee for users other than a single-single family or multi-family residential structure in an amount not to exceed \$25,000 per SFE of water and/or wastewater demand. Such Development Fee(s) are subject to inflation adjustment. The Development Fee is inclusive of both tap fee and capital fee components necessary to finance critical regional infrastructure.

Further, the Districts will be authorized to collect a Development Fee from property within its Service Area (as defined in the Service Plans) and from property within the boundaries of the Chambers Highpoint Metropolitan District (“**Chambers Highpoint**”).

Question: What will the Development Fee pay for?

Answer: The Development Fee will be pledged to the repayment of the Districts' debt incurred to finance the regional water, regional wastewater, regional drainage, park and open space and Belford Avenue regional roadway improvements necessary to serve the approximately 150.08 acres that has been or will be included within the boundaries of the Districts (the "**Project**") as well as neighboring properties, which improvements are as set forth in the Capital Plan attached as Exhibit E to the Service Plans, which Capital Plan is the same for both Service Plans. Specifically, the Capital Plan shows the following categories of improvements and costs to be financed by the Districts:

Street Improvements (Belford Road)	\$17,663,662
Storm Drainage Improvements	\$4,284,113
Sanitary Sewer Improvements	\$713,770
Water Main Improvements	\$1,137,505
Park, Open Space, Streetscape Improvements	\$3,048,771
Total Improvements	\$26,847,821

In addition to the costs reflected in the Capital Plan, the Development Fee(s) will also be used to pay for the portion of the 2014 Wastewater Revenue Bonds and 2015 Water Revenue Bonds (collectively, the "**Stonegate Bonds**") issued by Stonegate Village Metropolitan District ("**SVMD**") to provide financing for the expansion of SVMD's water and wastewater infrastructure necessary to provide reliable water and wastewater service to the property south of E-470 (as discussed below) allocable to the amount of capacity in SVMD's system assigned to serve properties in the Service Area and Chambers Highpoint, as applicable.

Per the Amended and Restated Water and Wastewater Service Agreement ("**Amended RFA**") by and between SVMD and Compark Business Campus Metropolitan District ("**CBCMD**"), SVMD has agreed to provide water and wastewater service to CBCMD and the Compark Service Area (as defined in the Amended RFA, which includes the property in the Districts and Chambers Highpoint). The parties agreed that for efficiency of cost and economies of scale, to expand the SVMD water system and wastewater system to provide service to CBCMD and the Compark Service Area. SVMD issued its Stonegate Bonds to improve and expand the water and wastewater infrastructure to provide capacity for SVMD's service area which includes the Compark Service Area, which Stonegate Bonds remain outstanding. In order to provide for proportional funding of the capital costs associated with the water system and wastewater system and the expansion thereof, CBCMD agreed to pay SVMD its share of the bonds used to finance the improvements, as calculated pursuant to the Amended RFA. Further, CBCMD agreed to finance and construct such additional improvements required for the expansion of the water and wastewater infrastructure.

It is contemplated in the Amended RFA that CBCMD can assign its excess water service capacity and wastewater service capacity in SVMD's system for use within the Compark Service Area by an assignment agreement substantially in the form attached as Exhibit C to the Amended RFA. As consideration for any such assignment, the assignee agrees to pay the equitable portion

of the Stonegate Bonds and to finance and construct any infrastructure necessary to expand the water and wastewater infrastructure necessary for water and wastewater service.

It is further contemplated that CBCMD will assign its excess water service capacity and wastewater service capacity to either of the Districts, as necessary. The Districts intend to further assign the excess water service capacity and wastewater service capacity to homebuilders and other users within the boundaries of the Districts or within the boundaries of Chambers Highpoint in exchange for the payment of Development Fee(s), as discussed below. As previously discussed, those Development Fee(s) will be used to finance the regional public improvements necessary to develop the Project as well as pay for the proportionate and equitable share of the Stonegate Bonds.

Question: What changes with regard to the Development Fee are reflected in the Service Plans?

Answer: With regard to the imposition of a Development Fee, the Service Plans contemplate two revisions since the March 7, 2016 Letter. First, the Service Plans contemplate that the Districts may collect the Development Fee from property within their respective boundaries and from property within the boundaries of Chambers Highpoint, which is within the Compark Service Area. The ability to collect Development Fee(s) from property within the boundaries of Chamber Highpoint will provide additional capital to finance the improvements illustrated in the Capital Plan, including regional road infrastructure and regional storm drainage improvements necessary to serve the Districts as well as Chambers Highpoint. Further, it provides the Chambers Highpoint property access to reliable water and wastewater service from SVMD and helps to refund the Stonegate Bonds on an equitable basis.

Second, the Service Plans provide for a different method of calculating the Development Fee for non-residential uses. The Development Fee for non-residential uses was previously calculated on a per square footage basis. It has since been determined that the methodology for calculating the Development Fee for non-residential was not the most equitable or administratively efficient methodology. Accordingly, the Service Plans propose that Development Fee(s) for non-residential uses will be calculated on an SFE (defined below) basis, pursuant to the Tap Conversion Table established by SVMD and illustrated below. The Service Plans define an SFE as the equivalent water or sewer service demand associated with a single family residential unit (based on a ¾ inch tap), as from time to time set forth and revised in the Rules and Regulations of SVMD.

The Tap Conversion Table converts the tap size for the non-residential use to an SFE equivalent (with a ¾-inch water and wastewater tap equaling one (1) SFE) to calculate the Development Fee with a maximum rate of \$25,000 per SFE for both water and wastewater service. It is anticipated that the rate for a user that requires only water service, but not wastewater service (e.g., for irrigation uses), would be less than \$25,000 per SFE. This methodology results in a more equitable Development Fee for non-residential uses that will be more efficient to administer with respect to determining the portion of any Development Fee that will be applied to payment of the allocable portion of debt service on the SVMD Bonds.

Water and Wastewater Tap Size	Required SFE
¾-inch	1 SFE
1-inch	2 SFEs
1.5-inch	4 SFEs
2-inch	8 SFEs
3-inch	18 SFEs
4-inch and larger	by agreement with District

Note: The Tap Conversion Table was adopted from SVMD's 2015 Resolution Authorizing the Adjustment of Stonegate Village Metropolitan District Water, Sanitary Sewer, and Miscellaneous Fees and Liens Arising Therefrom, as adopted on August 19, 2015, as the same is attached hereto as **Exhibit B** for reference.

The Service Plans do not contemplate any increase of Development Fee(s) for residential units already reviewed and approved by the Town of Parker as set forth in the Original Service Plan, which have not been revised or modified in the Service Plans.

Conclusion: The Development Fee is critical to realize adequate bonding capacity to finance the regional water, regional wastewater, regional drainage, park and open space, and Belford Avenue regional roadway improvements shown on the Capital Plan in the early years of the Project. The Development Fee is also critical to obtain reliable water and wastewater service to property within the Compark Service Area and to ensure an equitable funding of the Stonegate Bonds. As previously determined in the March 7, 2016 Letter, Project residents will not be disproportionately impacted by the Development Fee, which is market rate and consistent with the capital fees collected for nearly every new development in the Town of Parker. The Project's needs are unique due to the relationship with CBCMD and SVMD, as memorialized in the Amended RFA and the necessity to provide access to the Project and neighboring properties by the construction of Belford Road and the regional drainage improvements. We respectfully request that the Town of Parker consider this request to allow the Districts to impose a Development Fee for users other than a single-single family or multi-family residential structure in an amount not to exceed \$25,000 per SFE of water and wastewater demand and to collect the Development Fee from property in Chambers Highpoint.

Very truly yours,

MCGEADY BECHER P.C.



Emily Murphy

c: Michael Vickers, 470 Compark LLC

EXHIBIT A

March 7, 2016 Letter



March 7, 2016

VIA EMAIL

Mr. Sam Light, Esq.
Town of Parker
20120 E. Mainstreet
Parker, CO 80138-7334

Re: Belford South Metropolitan District Development Fee

Dear Mr. Light:

At your request, this letter provides additional background concerning the Belford South Metropolitan District (the "District") Service Plan application and the proposed Development Fee to be imposed by the District.

Question: What is the request?

Answer: Section VI.E of the Service Plan would permit the District to impose a Development Fee not to exceed \$25,000 per single-family detached or attached residential unit and \$20,000 per multi-family residential unit, subject to inflation adjustment. The Development Fee is inclusive of both tap fee and capital fee components necessary to finance critical regional infrastructure.

Question: What will the Development Fee pay for?

Answer: The Development Fee will be pledged to the repayment of District debt incurred to finance the regional water, regional wastewater, regional drainage, park and open space and Belford Avenue regional roadway improvements necessary to serve the approximately 84.6 acres that will be included within the boundaries of the District (the "Project") as well as neighboring properties, which improvements are as set forth in the Capital Plan attached as Exhibit D to the Service Plan. Specifically, the Capital Plan shows the following categories of improvements and costs to be financed by the District:

Street Improvements (Belford Road)	\$5,311,424
Segment A – Offsite – West Peoria Street to western property boundary	
Segment B – Onsite – western property boundary to Happy Canyon Bridge	
Storm Drainage Improvements	\$6,233,313
Sanitary Sewer Improvements	\$676,130
Water Main Improvements	\$1,025,564
Park, Open Space, Streetscape Improvements	\$906,123
Total Improvements	\$14,152,564

As shown on the alternate Financial Plan model showing Development Fees at \$2,000 per single family residential unit and \$1,500 per multi-family residential unit, the Capital Plan costs cannot be supported without the Development Fee in an amount not to exceed \$25,000 per single-family detached or attached residential unit and \$20,000 per multi-family residential unit, subject to inflation adjustment.

Question: Why is the Development Fee reasonable?

Answer: Per negotiations with SVMD that will be formalized in an amendment to the existing Regional Facilities Agreement (“RFA”) by and between SVMD and Compark Business Campus Metropolitan District (“CBCMD”), which RFA will be amended to include the District as a party, property owners within the District will pay a System Access Fee of approximately \$3,500 per residential unit. The System Access Fee is so low because the developer of the area within CBCMD (the “Developer”), an affiliated entity to the organizer of the District, has already advanced funding toward the completion of the SVMD infrastructure. The financing and construction of this infrastructure allowed SVMD to issue an unconditional can and will serve letter to the Project. Because significant SVMD water and wastewater infrastructure serving the Project has already been financed by the Developer, the District can impose the Development Fee to finance the improvements shown on the Capital Plan, including regional road infrastructure and regional storm drainage improvements, without imposing an unreasonable fee burden on property owners within the District.

Attached hereto as Exhibit A is a memorandum and table showing comparative capital fees imposed within nearby Parker developments. The table shows that the total fees anticipated to be imposed within the Project will be comparable to, and in fact on the lower end of, the range of fees imposed within other Parker developments. As an illustrative example, CBCMD, the district serving the commercial property north of the Project across E-470, is required by the RFA to finance the water and wastewater infrastructure serving its community. To finance this infrastructure, CBCMD currently imposes a fee of \$28,500. The total capital fees anticipated to be imposed by the District within the Project, which will support Capital Plan costs including Belford Road construction, will be very comparable to the CBCMD fees. In addition to the Development Fee imposed by the District, Project owners will also pay the approximately \$3,500 System Access Fee to SVMD. The total capital fee stack is thus anticipated to be \$28,500.

To provide a second comparison, Parker Water and Sanitation District (“PWS”) currently imposes a combined water and sewer connection fee of \$30,380 per 3/4” tap. The total capital fees anticipated to be assessed within the Project (i.e., the \$25,000 Development Fee and approx. \$3,500 System Access Fee, totaling \$28,500) will thus be less than the fees imposed on properties receiving service from PWS and include financing for Belford Road, a regional roadway to be dedicated to the Town upon completion.

Conclusion: The Development Fee is critical to realize adequate bonding capacity to finance the regional water, regional wastewater, regional drainage, park and open space, and Belford

March 7, 2016

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Avenue regional roadway improvements shown on the Capital Plan in the early years of the Project. Moreover, Project residents will not be disproportionately impacted by the Development Fee, which is market rate and consistent with the capital fees collected for nearly every new development in Parker. The Project's needs are unique due to the RFA relationship with CBCMD and SVMD and the necessity to provide access to the Project and neighboring properties by the construction of Belford Road. We thus respectfully request that the Town consider this request to include the Development Fee as a District revenue source for the financing of the public improvements shown on the Capital Plan.

Very truly yours,

MCGEADY BECHER P.C.

S/CRF

Cassia R. Furman

c: Michael Vickers, 470 Compark LLC

March 7, 2016
Page 4

Exhibit A
THK Comparable Fee Memorandum and Table

MEMORANDUM

To: Michael Vickers

From: Peter Elzi- THK Associates, Inc.

RE: Compark South Comparable Single Family Equivalent (SFE) Metro District Fees

Date: February 10, 2016

Mr. Vickers, per your request, please see the attached SFE metro district water and sewer fees as of January 1, 2016. Included are the $\frac{3}{4}$ " water connection tap fees that include related additional costs, as well as the $\frac{3}{4}$ " sewer connection fees that include any related additional costs. These aforementioned costs are included for Compark Business Campus Metro District (CBCMB), Cottonwood Water and Sanitation District (CWSD), Parker Water and Sanitation District (PWSD), Stonegate Village Metropolitan District (SVMD), Pinery Water and Wastewater District (PWWD), Arapahoe County and Wastewater Authority (ACWWA), and East Cherry Creek Valley Water and Sanitation District (ECCV).

Water Fees: The $\frac{3}{4}$ " water connection tap fees for the seven aforementioned water districts range from a minimum of \$12,558 at Cottonwood Water and Sanitation District (CWSD) to a maximum of \$30,735 at Pinery Water and Wastewater District (PWWD). It should be noted that some sewer connection fees are included in the water connection tap fees which may create artificially high water connection tap fees.

Sewer Fees: The $\frac{3}{4}$ " sewer connection fees for the seven aforementioned districts range from a minimum of \$2,771 at East Cheery Creek Valley Water and Sanitation District (ECCV) to a maximum of \$8,589 at Cottonwood Water and Sanitation District (CWSD).

Total Fees: The total $\frac{3}{4}$ " water connection tap fee and $\frac{3}{4}$ " sewer connection fee totals for the seven aforementioned districts range from a minimum of \$21,147 at Cottonwood Water and Sanitation District (CWSD) to a maximum of \$37,495 at Pinery Water and Wastewater District (PWWD). The $\frac{3}{4}$ " water connection tap fees average \$25,458 and the sewer connection fees average \$4,713 for a total average of \$30,170. The water and sewer district fee for the Compark Business Campus Metro District (CBCMD) is \$28,500 which is in-line with the other district fees. In summary the future residents of the Compark South community will pay a fair and equitable district fee and it would be the second lowest of the seven districts surveyed.

SFE Water and Sewer Metro District Fees as of January 1, 2016

	Compark Business Campus Metro District (CBCMD)	Cottonwood Water & Sanitation District (CWSD)	Parker Water & Sanitation District (PWSD)	Stonegate Village Metropolitan District (SVMD)	Pinery Water & Arapahoe County and Wastewater District (PWWD)	E. Cherry Creek Valley Water and Sanitation District (ECCV)	Total Average
3/4" Water Connection Fee:							
Tap Fee:	\$14,913	\$12,558	\$9,830	\$12,266	\$30,735	\$25,690	\$18,927
Additional:	\$13,587	\$0	\$17,040	\$15,085	\$0	\$0	\$6,530
Total:	\$28,500	\$12,558	\$26,870	\$27,350	\$30,735	\$25,690	\$25,458
3/4" Sewer Connection Fee:							
Connection Fee:	\$0	\$8,589	\$3,510	\$4,000	\$6,760	\$7,360	\$4,713
Additional:	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total:	\$0	\$8,589	\$3,510	\$4,000	\$6,760	\$7,360	\$4,713
Total Connection/Tap Fees:	\$14,913	\$21,147	\$13,340	\$16,266	\$37,495	\$33,050	\$23,640
Total Additional:	\$13,587	\$0	\$17,040	\$15,085	\$0	\$0	\$6,530
Total:	\$28,500	\$21,147	\$30,380	\$31,350	\$37,495	\$33,050	\$30,170

Source: CBCMD, CWSD, PWSD, SVMD, PWWD, ACWA, ECCV and Sewer Districts, and THK Associates, Inc.

EXHIBIT B

Stonegate Village Metropolitan District 2015 Resolution

**2015 RESOLUTION
AUTHORIZING THE ADJUSTMENT OF
STONEGATE VILLAGE METROPOLITAN DISTRICT
WATER, SANITARY SEWER, AND MISCELLANEOUS FEES
AND LIENS ARISING THEREFROM**

WHEREAS, the **STONEGATE VILLAGE METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado ("District") was organized to provide services and to construct, operate and maintain certain water, sewer, irrigation, parks and recreation and other facilities and services and programs in and around the Stonegate Village development in Douglas County, Colorado (the "Development"); and

WHEREAS, Section 32-1-1001(1)(j), C.R.S. authorizes the District's governing Board of Directors ("Board") to fix and from time to time increase or decrease fees, rates, tolls, penalties or charges for services, programs or facilities furnished by the District ("Fees"), which Fees are, until paid and by operation of law are a first, prior and perpetual lien upon the property against which they are imposed (the "Lien"); and

WHEREAS, the Board has reviewed the District's current schedule of Fees and compared the same with the operational and capital needs of the District as they have evolved to date and has determined and hereby finds that the Fees require adjustment through additions and changes in order to continue to meet those operational and capital needs; and

WHEREAS, in anticipation of considering said adjustment the Board has caused notice to be provided to the public and to its constituents and rate payers in accordance with Section 32-1-1001(2) C.R.S.; and

WHEREAS, the Board, being fully informed and aware of its authority, as an agency charged with the implementation of the relevant laws of the State of Colorado, has found and does hereby find that the establishment, adjustment, imposition, collection and expenditure of the Fees conform to Colorado law, including Const. Colo. Art. X, Sec. 20; and

WHEREAS, the Board has determined that the establishment, adjustment, imposition, collection and expenditure of the Fees and the imposition of the Lien are in the best interests of the District, serve a valid public purpose, and are of common concern and benefit to the District and its constituents and customers.

NOW, THEREFORE, it being in the best interests of the District, and in furtherance of the health, safety, welfare, and convenience of the District, its inhabitants and taxpayers, the Board of Directors of the Stonegate Village Metropolitan District, Douglas County, hereby resolves as follows:

1. In order to provide revenue to continue to meet the District's operational and capital needs, the District hereby adopts and shall assess as and when appropriate the Fees, to be

administered, due, payable and collected in the amounts and in the manner and time described on the Stonegate Village Metropolitan District 2015 Fee Schedule adopted August 19, 2015, attached hereto as Exhibit A and incorporated herein by the is reference (the "Schedule").

2. Until paid and where applicable, the fees constitute a charge and fee of the District against each property for which services are rendered by the District, applied and enforceable in accordance with C.R.S 32-1-1001(1)(j). The Fees shall be due and payable as set forth on the Schedule or if not there then as stated elsewhere in the District's Rules and Regulations as the same may be amended from time to time.

3. Until paid as described above, where applicable the Fees shall constitute a perpetual lien pursuant to C.R.S. 32-1-1001(j) and may be foreclosed in the manner provided therein.

4. On behalf of and in the name of the District, any officer of the District shall execute this Resolution.

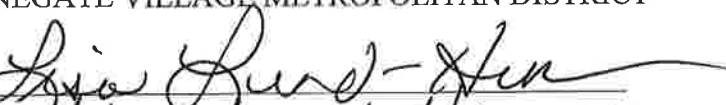
RESOLVED THIS 19TH DAY OF AUGUST, 2015.

STONEGATE VILLAGE METROPOLITAN DISTRICT

By:

Name:

Title:


Lisa Lund-Aronen
PRESIDENT

(An Officer of the District)

**EXHIBIT A
SCHEDULE**

Stonegate Village Metropolitan District

2015 Fee Schedule Amended and Adopted - August 19, 2015

Effective August 20, 2015

Community Center

Room Rental Fee Parties and Events Residential Non Business

Activity Center	\$50.00 per Event (4 Hours) plus \$25.00/Hour over 4 hours
Community Center	\$100.00 per Event (4 hours) plus \$25.00/Hour over 4 hours

Room Rental Fee Parties and Events Non Profit

Activity Center	\$25.00 per Event (4 Hours) plus \$6.25/Hour over 4 hours
Community Center	\$50.00 per Event (4 hours) plus \$12.50/Hour over 4 hours

Room Rental Fee School Groups/ Scouts/ HOA Meetings/Swim Teams

No charge

Room Rental Fee- For Business Parties/Events

Activity Center	\$50.00 per Hour 2 hour Minimum
Community Center	\$75.00 per Hour 2 hour Minimum

Note: For Non Stonegate Village Metropolitan District Residents rental fees are two times above rates

Damage Deposit Non Resident	
Activity Center	\$100.00
Community Center	\$250.00
Credit Card Convenience Charge	
Utility Bills paid online via credit card	2.5% of payment
Schedule of Special Charges	
Turn On Fee	\$50.00
Turn Off Fee	\$50.00
Transfer Fee	\$50.00
Return Check Fee	\$30.00
Late Fee	\$5.00
New Meter Install/Water turn on -Failure to notify SVMD	\$250.00 per occurrence plus calculated back charges
Shut-Off Notice Posting Fee	\$50.00

Tap and Development Fee Schedule

Water

Meter Size	SFE Equivalent	Tap Fee	Supplemental Water Resources Fee	Administrative Costs	Total Water Connection Charge
3/4"	1.0	\$ 12,265.58	\$ 14,325.33	\$ 759.43	\$27,350.34
1.0"	2.0	\$ 24,531.16	\$ 28,650.66	\$ 1,518.86	\$54,700.68
1.5"	4.0	\$ 49,062.32	\$ 57,301.32	\$ 3,037.72	\$109,401.36
2.0"	8.0	\$ 98,124.64	\$ 114,602.64	\$ 6,075.44	\$218,802.72
3.0"	18.0	\$ 220,780.44	\$ 257,855.94	\$ 13,669.74	\$492,306.12
>3.0"					By Agreement Only
Multi-Family	0.5	\$ 6,132.79	\$ 7,162.67	\$ -	\$13,295.46
Townhome	0.75	\$ 9,199.19	\$ 10,744.00	\$ -	\$19,943.18

Wastewater

Meter Size	SFE Equivalent	Connection Fee	Total Wastewater Connection Charge
3/4"	1.0	\$ 4,000.00	\$4,000.00
1.0"	2.0	\$ 8,000.00	\$8,000.00
1.5"	4.0	\$ 16,000.00	\$16,000.00
2.0"	8.0	\$ 32,000.00	\$32,000.00
3.0"	18.0	\$ 72,000.00	\$72,000.00
>3.0"			By Agreement Only
Multi-Family	0.5	\$ 2,000.00	per Unit
Townhome	0.75	\$ 3,000.00	per Unit
			\$2,000.00

Inclusion Fee for New Development		
Cost Per Acre		\$4,000.00
Water Rates and Fees		See Attached Tariffs
Miscellaneous Fees		
Park and Recreation Fee		\$32.00 per Unit
Lincoln Park SVMD Facility use Fee		\$6.00 per Unit



Water

REVENUE CLASS: RESIDENTIAL

DEFINITION: Includes RESIDENTIAL meters that provide for both indoor and outdoor needs within the boundaries of the Stonegate Village Metropolitan District, Lincoln Park Metropolitan District, and ComPark Metropolitan District.

RATE

RESIDENTIAL WATER CHARGES PER MONTH

Monthly service fee of \$21.44 plus

Usage charge based on consumption as follows:

Tier 1 \$1.61 per 1,000 gallons for the first 6,000 gallons;

Tier 2 \$2.95 per 1,000 gallons 6,001-12,000 gallons;

Tier 3 \$4.29 per 1,000 gallons 12,001 – 18,000 gallons;

Tier 4 \$5.36 per 1,000 gallons 18,001 – 24,000 gallons;

Tier 5 \$7.50 per 1,000 gallons over 24,001 gallons.

WISE Renewable Water Fee

Wise Renewable Water Fees are monthly fees to help the District pay for capital improvements needed to deliver Renewable Water to the Stonegate Village Metropolitan District. Currently the charge is;

WISE Renewable Water Fee: \$15.00 PER SFE

Please contact the District Manager, Stonegate Village Metropolitan District offices at 7995 E. Prentice Avenue, Suite 103E, Greenwood Village, CO 80111-2710, or call 303-858-9909 for the most current schedules or if you have any questions.



REVENUE CLASS: COMMERCIAL, IRRIGATION CUSTOMERS

DEFINITION: Includes COMMERCIAL meters that provide for both indoor and outdoor needs within the boundaries of the Stonegate Village Metropolitan District, Lincoln Park Metropolitan District, and ComPark Metropolitan District.

RATE

COMMERCIAL WATER CHARGES PER MONTH

Monthly service fee of \$21.44 PER SFE

.75" Meter

1 SFE

0-6,000	\$9.66
6,001-12,000	\$17.70
12,001-18,000	\$25.74
18,001-24,000	\$32.16
over 24,000	\$7.50/1,000

1.0" Meter

2 SFEs

0-12,000	\$19.32
12,001-24,000	\$35.40
24,001-36,000	\$51.48
36,001-48,000	\$64.32
over 48,000	\$7.50/1,000

1.5" Meter

4 SFEs

0-24,000	\$38.64
24,001-48,000	\$70.80
48,001-72,000	\$102.96
72,001-96,000	\$128.64

2.0" Meter

8 SFEs

0-48,000	\$77.28
48,001-96,000	\$141.60
96,001-144,000	\$205.92
144,001-192,000	\$257.28

3.0" Meter

18 SFEs

0-108,000	\$173.88
108,001-216,000	\$318.60
216,001-324,000	\$463.32
324,001-432,000	\$578.88
Over 432,000	\$7.50/1,000

Construction Water Charged at a rate of \$7.50 per 1,000 gallons

WISE Renewable Water Fee

Wise Renewable Water Fees are monthly fees to help the District pay for capital improvements needed to deliver Renewable Water to the Stonegate Village Metropolitan District. Currently the charge is;

WISE Renewable Water Fee: \$15.00 PER SFE

Please contact the District Manager, Stonegate Village Metropolitan District offices at 7995 E. Prentice Avenue, Suite 103E, Greenwood Village, CO 80111-2710, or call 303-858-9909 for the most current schedules or if you have any questions.



Wastewater

REVENUE CLASS: RESIDENTIAL

DEFINITION: Includes all single-family residential indoor/outdoor meters, indoor meters for patio homes, and HOA clubhouses within the boundaries of the Stonegate Village Metropolitan District, Lincoln Park Metropolitan District, and ComPark Metropolitan District.

Average Winter Monthly Consumption (AWC) shall be computed for each account by dividing the total potable water consumption billed to the account for the months of December, January, and February by three. AWC will be calculated in March of each year and be used as the monthly wastewater flow until the following recalculation.

For accounts with zero water consumption during December, January, and February, the account will be assigned a minimum usage of 2,000 gallons.

For new Customers and Customers with changing service conditions an alternative base consumption amount may be established.

RATE

Wastewater Flow, Per 1,000 Gallons of AWC, Per Month

All Meter Sizes \$6.46

Wastewater Capital Construction Fee, Per Month

$\frac{3}{4}$ " Meter \$21.64

Adopted April 16, 2014; Effective May 1, 2014, Revised May 21, 2014

Please contact the District Manager, Stonegate Village Metropolitan District offices at 7995 E. Prentice Avenue, Suite 103E, Greenwood Village, CO 80111-2710, or call 303-858-9909 for the most current schedules or if you have any questions.



Wastewater

REVENUE CLASS: COMMERCIAL

DEFINITION: Includes commercial meters that provide for both indoor and outdoor needs within the boundaries of the Stonegate Village Metropolitan District, Lincoln Park Metropolitan District, and ComPark Metropolitan District.

Average Winter Monthly Consumption (AWC) shall be computed for each account by dividing the total potable water consumption billed to the account for the months of December, January, and February by three. AWC will be calculated in March of each year and be used as the monthly wastewater flow until the following recalculation.

For accounts with zero water consumption during December, January, and February, the account will be assigned the average AWC calculated for its revenue class or the previous year AWC, whichever is less.

RATE

Wastewater Flow, Per 1,000 Gallons of AWC, Per month

All Meter Sizes \$6.46

Wastewater Capital Construction Fee, Per Month

¾" Meter	\$21.64
1" Meter	\$43.28
1.5" Meter	\$86.56
2.0" Meter	\$173.12

Please contact the District Manager, Stonegate Village Metropolitan District offices at 7995 E. Prentice Avenue, Suite 103E, Greenwood Village, CO 80111-2710, or call 303-858-9909 for the most current schedules or if you have any questions.



Request for Town Council Action

Date: March 19, 2018
Submitted By: Carolyn Parkinson, Planner I
Reviewed By: Michelle Kivela, Town Administrator
Title: **SALISBURY EQUESTRIAN PARK LOT 1, Parker Water and Sanitation - Bulk Water Distribution Station - Site Plan Amendment**

Applicant: Black and Veatch for Parker Water and Sanitation District
Location: 12010 Motsenbocker Road
Department: Community Development, Carolyn Parkinson
TRAKit No.: SP17-107

- (1) **Site Plan**
- (2) **ORDINANCE NO. 1.509 - Second Reading
A Bill for an Ordinance Conveying Certain Real
Property by Easement to Parker Water and Sanitation
District for Salisbury Equestrian Park Minor
Development**

EXECUTIVE SUMMARY

The Parker Water and Sanitation District (PWSD) is proposing the construction of a bulk potable water fill-station within an approximately 40-square-foot pre-fabricated building. The proposed fill-station will be located at 12010 Motsenbocker Road near the southern property boundary of Salisbury Equestrian Park and east of the Town's Operations Maintenance Facility.

STAFF RECOMMENDATION

Approve with Conditions

BACKGROUND/DISCUSSION

A land use proposal located on Town-owned property requires a public hearing before the

Planning Commission and Town Council per Land Development Ordinance Section 13.06.040.

PWSD is proposing to construct a bulk potable water station on Town property to provide an option for their bulk water customers and reduce the number of customers using hydrants for their bulk water needs. Hydrant use is wasteful and can stir up naturally occurring mineral sediment in the distribution system resulting in “brown-water” events.

The proposed facility will be located east of the Operations Maintenance Facility in Salisbury Equestrian Park in an open staging area that is currently used by large maintenance vehicles and equipment. The total disturbed area will be less than .1 acres. The structure itself will be located approximately 115 feet from the nearest property line and be screened from adjacent residential properties by a berm. The building will have a footprint of approximately 40 square feet and be 7 feet in height when completed.

PWSD envisions that this facility will be utilized by customers with small water trucks (<1,500 gallons) that use 30,000 gallons of water or less per month. Currently, PWSD has 118 existing customers that are bulk-fill users. The fill-station will also be used by the Town including the Engineering/Public Works Department and the Parks and Recreation Department. The facility will be monitored by PWSD staff and equipped with security cameras to ensure proper use. The hours of operation will be 5 a.m. to 7 p.m. daily.

Staff has determined that no landscaping, lighting or parking improvements are required due to the isolated location and small size of the proposal.

To accommodate the project, PWSD has requested that a nonexclusive waterline easement be granted over the project area within Salisbury Park. The Engineering/Public Works Department has reviewed and approved the proposed easement in conjunction with the Parks and Recreation Department. The nonexclusive nature of this easement will allow the easement area to be utilized for most purposes if future improvements are ever contemplated in the park. This easement is proposed to be granted as part of an easement swap between the Town and PWSD; in return, the District has agreed to dedicate right-of-way and easements on a PWSD-owned property necessary for the Town to construct a future expansion of Stroh Road and a segment of the Lemon Gulch Trail.

This application was heard before the Planning Commission on March 8, 2018. After conducting the public hearing, Planning Commission approved a motion to recommend the addition of a ninth condition limiting the hours of operation.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)

Collaborative Community

ATTACHMENTS

1. Planning Commission Staff Report
2. Vicinity Map
3. Easement Location Map
4. Ordinance 1.509

RECOMMENDED MOTION

(1) I move to approve, based on staff findings and Planning Commission's recommendation, with the following nine (9) conditions:

A. The Site Plan Amendment exhibit dated July 10, 2017, and submitted to the Community Development Department (via Trakit) on December 20, 2017, together with the prefabricated building specifications submitted (via Trakit) on February 23, 2018, shall be the approved plans. ANY ALTERATION, MODIFICATION, SUBSTITUTION, OR REVISION, INCLUDING (BUT NOT LIMITED TO), COLORS, MATERIALS, OR PLACEMENT SHALL BE AT THE DISCRETION OF THE COMMUNITY DEVELOPMENT DIRECTOR, WHO RESERVES THE RIGHT TO REQUIRE SAID PROPOSED CHANGES TO BE REVIEWED AND APPROVED BY THE PLANNING COMMISSION.

B. This approval has been based upon the review of information submitted to our office as part of your request for site plan approval and SHALL REMAIN IN EFFECT FOR TWELVE (12) MONTHS FROM THE DATE OF TOWN COUNCIL APPROVAL. If a grading permit or building permit is not issued within the twelve months, this approval becomes null and void. The Community Development Director, upon written request, may grant a 90-day extension.

C. Approval of this site plan DOES NOT INCLUDE SIGNAGE. All signage for this site and building will be required to meet the Town of Parker Sign Code Chapter 13.09 and may require a separate sign permit application submittal.

D. The applicant will be required to comply with eTRAKiT comments from Engineering dated January 22, 2018, prior to the issuance of a building permit. These comments pertain to the addition of protection for the portable toilet and a concrete washout.

E. A building permit is required prior to the start of any work on site.

F. An electrical permit is required prior to the start of any work on site.

G. All conditions of the original site plan approval shall remain in effect.

H. All public notice signs posted on the property must be removed within ten business days from the date of receipt of the site plan approval letter.

I. Hours of operation will be limited to 6 a.m. to 7 p.m. daily.

(2) I move to approve Ordinance No. 1.509 on second reading.



Planning Commission Staff Report

Planning Commission Date: 3/8/2018

Town Council Date: 3/19/2018

Hearing Type: Public Hearing
SP17-107 Salisbury Equestrian Park Lot 1 – Parker
Water & Sanitation District Bulk Water Station

Location: 12010 Motsenbocker Rd.

Project Planner: Carolyn Parkinson, Planner

Applicant: Lela Perkins, Black and Veatch for Parker Water and
Sanitation District

Executive Summary: The applicant is proposing the construction of a bulk potable water fill station within an approximately 40 square foot pre-fabricated building that will be located near the south property boundary of Salisbury Equestrian Park and east of the Town's Operations Maintenance Facility.

Staff Recommendation: Approval with Conditions

RECOMMENDED MOTION

"I move that the Planning Commission recommend that Town Council approve the Site Plan Amendment to Salisbury Equestrian Park Lot 1 for a bulk potable water fill station, subject to the eight (8) conditions contained in staffs report."

ALTERNATIVE MOTIONS

"I move the Planning Commission recommend Town Council approve the Site Plan Amendment to Salisbury Equestrian Park Lot 1 for a bulk potable water fill station."

"I move that the Planning Commission recommend that Town Council deny the Site Plan Amendment to Salisbury Equestrian Park Lot 1 for a bulk potable water fill station as the request does not meet the following approval criteria:"

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

"I move that the Planning Commission vote to continue the Site Plan Amendment to Salisbury Equestrian Park Lot 1 for a bulk potable water fill station to a future date."

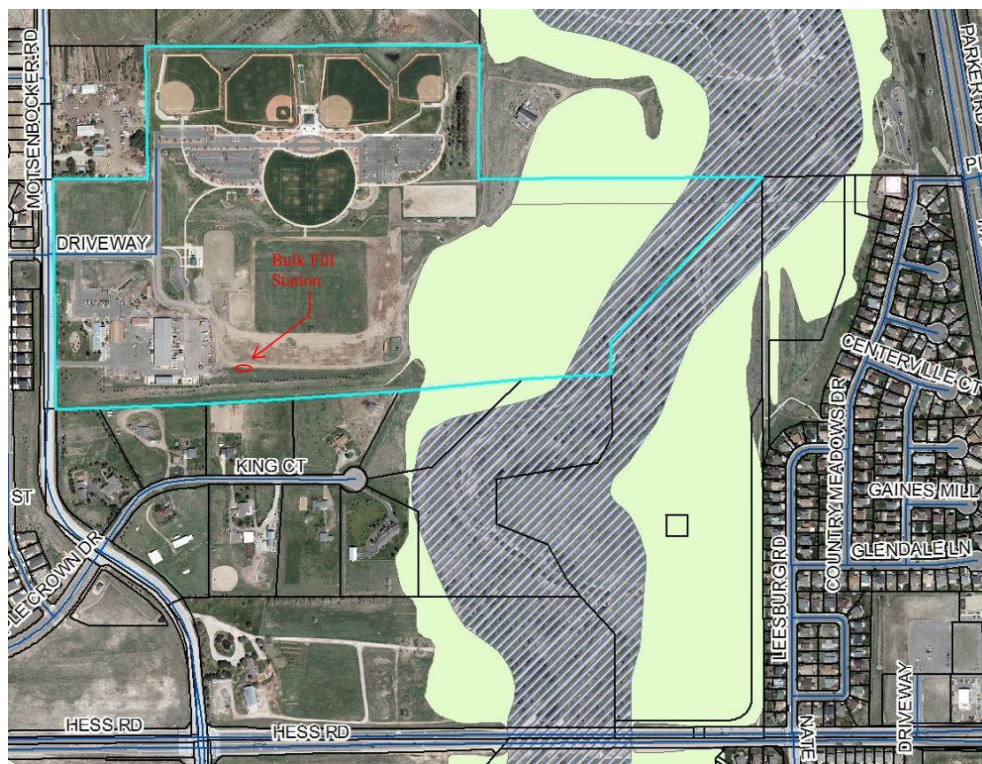
I. BACKGROUND/DISCUSSION

Parker Water & Sanitation District (PWSD) is proposing to construct a bulk potable water fill station to provide an option for their bulk water customers and reduce the number of District customers using hydrants for their bulk water needs. Hydrant use can stir up sediment in the distribution system, resulting in “brown water” events.

A land use proposal located on Town owned property requires a public hearing before the Planning Commission and Town Council per Land Development Ordinance 13.06.040. The proposed facility will be located east of the Towns Operations Maintenance Facility at Salisbury Equestrian Park. The approximately 40 square foot structure will be located adjacent to a dirt access road currently used by Town vehicles for maintenance activities.

The District envisions that this facility will be utilized by customers with small water trucks (approximately 1,500 gallons or smaller) that use 30,000 gallons per month or less. Currently there are 118 existing District customers that are bulk fill users. This fill station will also be used by various Town departments, including Public Works and Parks and Recreation. These customers will have an account with the District that will enable them to access the station water. The unit will be monitored by District staff as well as equipped with security cameras to ensure proper operation and care. Hours of operation will be 5am to 7pm.

The total disturbed area is less than .1 acres and no tree removal will be required. Due to the location and scale of the proposal, no landscaping, lighting or parking improvements are proposed. The structure will not be visible from the adjacent residential properties due to the height of the structure and an existing intervening berm. The metal structure is a pre-fabricated building that measures approximately 8 feet by 5 feet. The finish is a neutral beige color.



II. PRIOR ACTIONS

Date	Action
	None

III. CURRENT SITE DATA

Existing Zoning	Public Facilities District		
Overlay District	N/A		
PD & Plan Area	Public Facility		
Master Plan Area	Medium Density Residential		
Site Acreage	Approximately 92 acres total – Subject area is less than .1 acres		
Subdivision	Public Facility		
Existing Use	Salisbury Equestrian Park – Recreation and Operations Maintenance Facility		
Surrounding Uses			
	Master Plan Land Use	Zoning	Existing Use
North	Medium Density Residential	Public Facilities District	Open Space
South	Douglas County	Douglas County Zoning	Large Acreage Residential
East	Medium Density Residential	Public Facilities District	Open Space
West	Medium Density Residential	PD - Planned Development	Single Family Detached

IV. PARKER 2035 MASTER PLAN

[Parker 2035 Master Plan | Town of Parker - Official Website](#)

V. OTHER MASTER PLANNING DOCUMENTS

OTHER PLANNING DOCUMENTS CONSISTENCY	
Other Planning Documents	Salisbury Estates Neighborhood Objective
Policies/Guidelines/Strategies	N/A
Consistency Review	☒ Consistent ☐ Inconsistent ☐ N/A
Staff Analysis	The proposal is not in conflict with the Salisbury Estates Neighborhood Objective.

VI. LAND DEVELOPMENT ORDINANCE

ZONING CONSISTENCY (Site Plan/UBSR/Sketch/Prelim Plan/MDP)			
Provisions	Existing/Required	Proposed	Analysis
Setbacks	Setback requirements for Public Facilities are determined at site plan except that the setback shall be a minimum of 25 feet	The proposed structure is approximately 115 feet from the nearest property line.	☒ Consistent ☐ Inconsistent ☐ N/A

	when adjoining a residential district.		
Height/Stories	Height requirements for Public Facilities are to be determined at site plan.	The structure is 7 feet in height and will not be visible from the adjacent residential properties.	☒ Consistent ☐ Inconsistent ☐ N/A
Lot Coverage		The total site is approximately 92 acres. The disturbed area associated with this proposal is less than .1 acres.	☐ Consistent ☐ Inconsistent ☒ N/A
Landscaping	Title 13.06.070	The location of the proposed structure is in an area currently used by large maintenance vehicles and equipment and is comprised of an open dirt access and staging area. This area does not currently contain landscaping. The size and scope of this proposal does not warrant the addition of landscaping for this area or use.	☐ Consistent ☐ Inconsistent ☒ N/A
Off-Street Parking	Title 13.06.050	This facility is not manned and does not require off street parking.	☐ Consistent ☐ Inconsistent ☒ N/A
Staff Analysis	The proposal is consistent with the Land Development Ordinance as proposed.		

VII. SUMMARY REFERRAL AGENCY COMMENTS AND CONDITIONS

Agency	Comments
Parker Engineering	Engineering provided two comments regarding environmental protection for a portable toilet and a concrete washout area. Compliance with these comments will be a condition of approval.
South Metro Fire & Rescue Authority	No Comment
Public Service Company of Colorado	No Conflict
IREA	Advisory comment regarding IREA diagram requirements
Fire Life Safety	Approved
Douglas County Planning	This structure will not receive a unique address unless requested by the applicant.
Comcast	No comment

Century Link	No Comment
Building Department	Advisory comment regarding compliance with building code

VIII. CONCLUSION

Approval of this proposal will allow a bulk water station facility at the Town's Operational Maintenance Facility at Salisbury Equestrian Park. This option for bulk water customers will reduce the use of hydrants and the "brown water" events that can result from their use. The facility is located in an area currently used by large maintenance vehicles and equipment. The structure itself is screened from view of adjacent residential properties and will have a footprint of approximately 40 square feet when completed.

Town Council will consider a request for approval of an easement for the facility on March 3, 2018.

IX. RECOMMENDED CONDITIONS

1. The Site Plan Amendment exhibit dated July 10, 2017 and submitted to the Community Development Department (via Trakit) on December 20, 2017, together with the prefabricated building specifications submitted (via Trakit) on February 23, 2018, shall be the approved plans. **ANY ALTERATION, MODIFICATION, SUBSTITUTION, OR REVISION INCLUDING (BUT NOT LIMITED TO) COLORS, MATERIALS, OR PLACEMENT SHALL BE AT THE DISCRETION OF THE COMMUNITY DEVELOPMENT DIRECTOR, WHO RESERVES THE RIGHT TO REQUIRE SAID PROPOSED CHANGES TO BE REVIEWED AND APPROVED BY THE PLANNING COMMISSION.**
2. This approval has been based upon the review of information submitted to our office as part of your request for an administrative site plan amendment approval and **SHALL REMAIN IN EFFECT FOR TWELVE (12) MONTHS FROM THE DATE OF TOWN COUNCIL APPROVAL.** If a Grading Permit or Building Permit is not obtained within the twelve months, this approval becomes null and void. The Community Development Director, upon written request, may grant a ninety (90) day extension.
3. Approval of this site plan **DOES NOT INCLUDE SIGNAGE.** All signage for this site and building will be required to meet the Town of Parker Sign Code Chapter 13.09 and may require a separate sign permit application submittal.
4. The applicant will be required to comply with eTRAKiT comments from Engineering dated January 22, 2018 prior to the issuance of a building permit. These comments pertain to the addition of protection for the portable toilet and a concrete washout.
5. A Building Permit is required prior to the start of any work on site.
6. An Electrical Permit is required prior to the start of any work on site.
7. All conditions of the original Site Plan approval shall remain in effect.

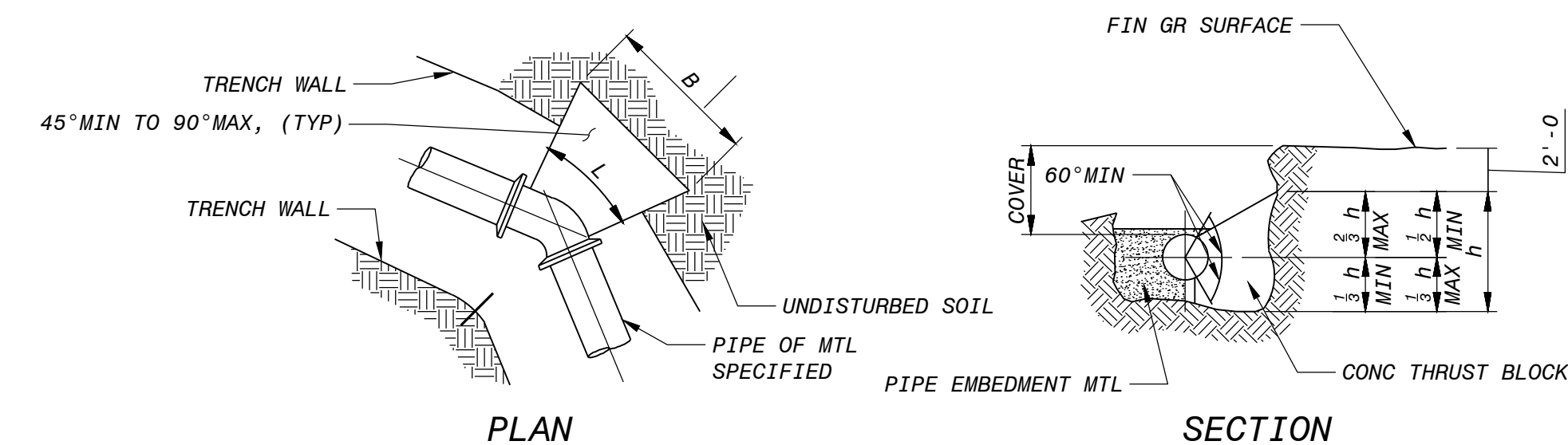
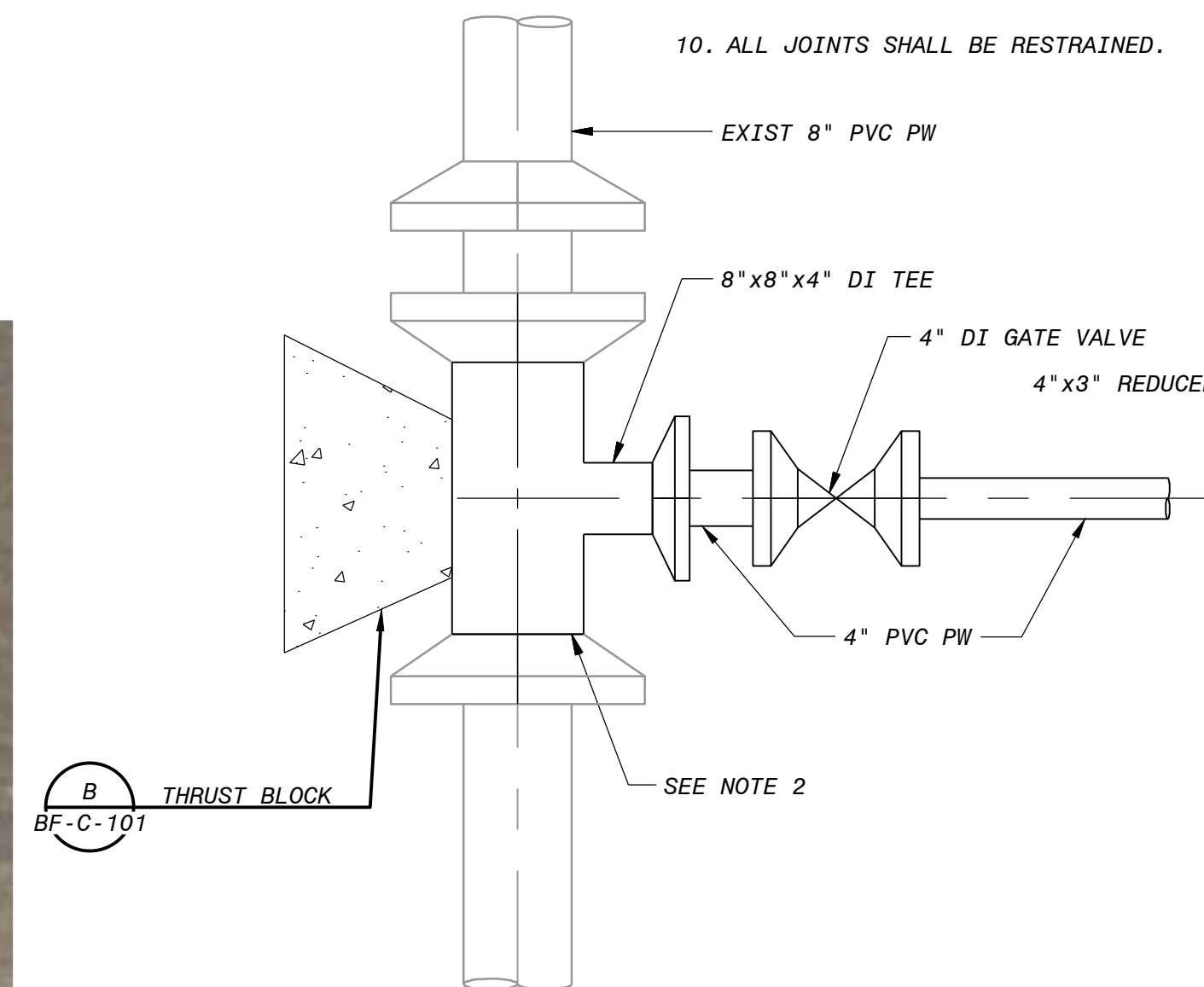
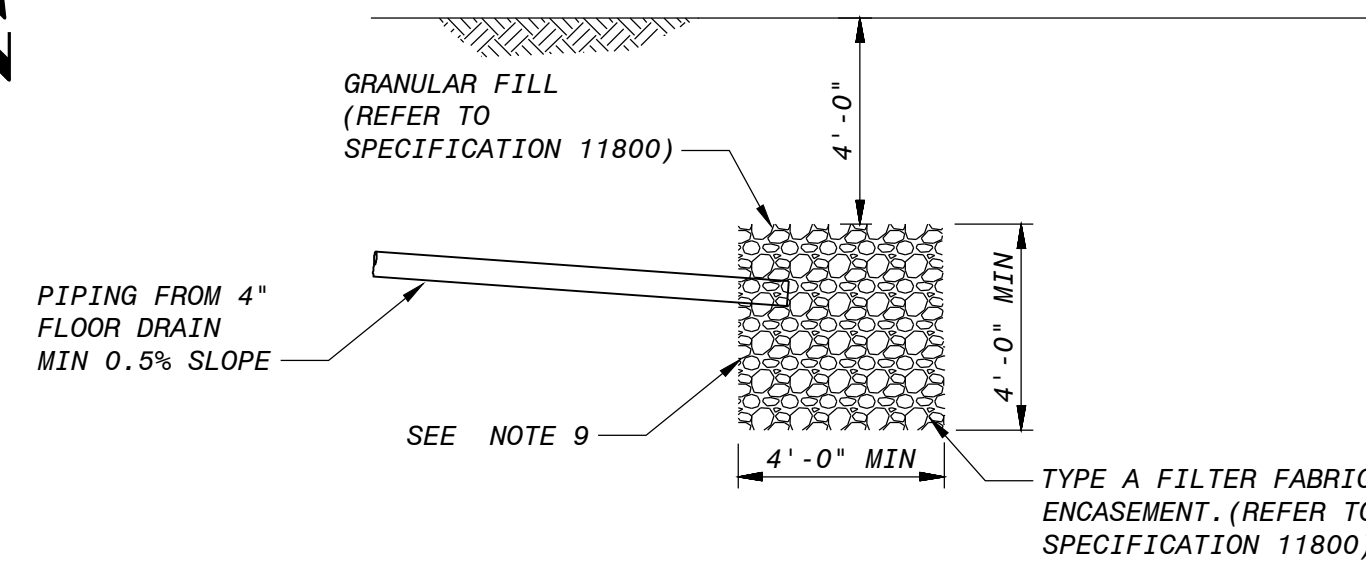
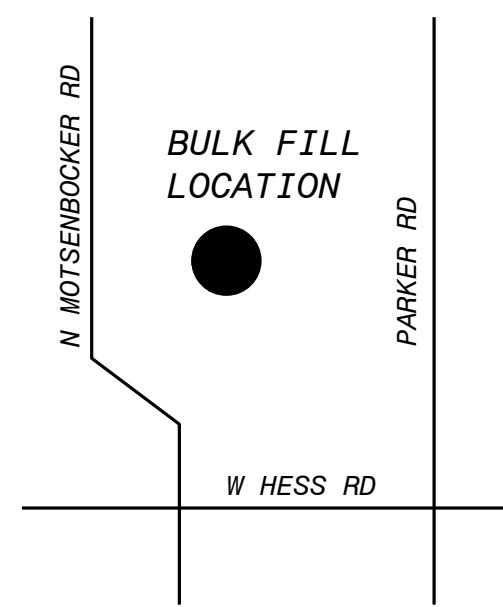
8. All Public Notice signs posted on the property must be removed with ten (10) business days from the date of this letter.

X. ATTACHMENTS

1. Referral Agency Comments
2. Site Plan Exhibit and Prefabricated building specifications

Report Approved By: Bryce Matthews, Planning Manager

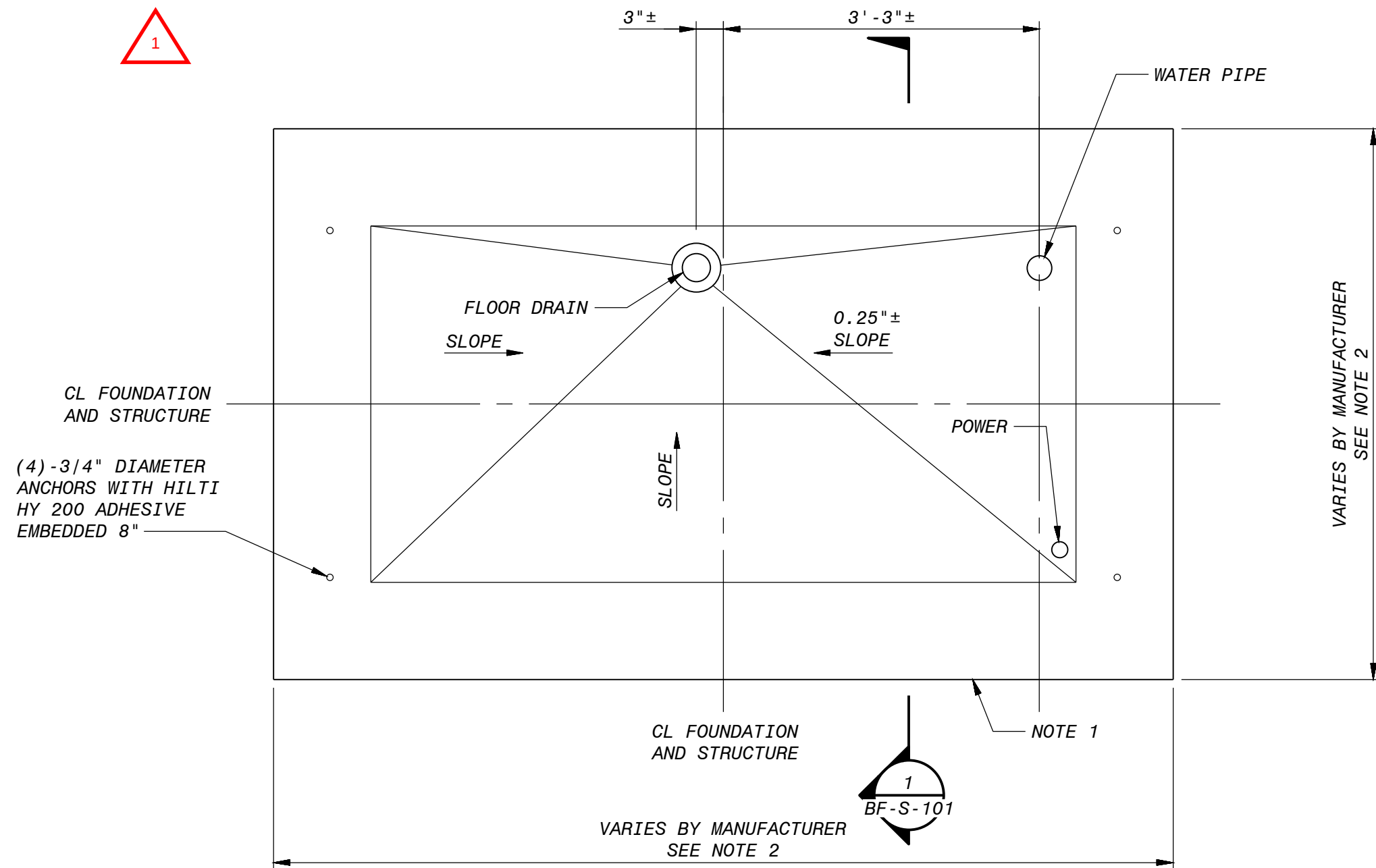
Through: Jason Rogers, Deputy Community Development Director



- NOTES:
1. SUBCONTRACTOR SHALL VERIFY EXISTING 8" PW PIPE LOCATION AND DEPTH.
 2. CONNECT TO EXISTING 8" PVC PIPE WITH 8"X8"X4" DUCTILE IRON TEE W/ MEGA LUGS OR EQUAL. REPLACE ASPHALT WITH 6" THICK PATCH.
 3. NEW 4" PW SHALL BE BURIED TO A MINIMUM DEPTH OF 4' FROM TOP OF PIPE.
 4. CONSTRUCTION STORMWATER BMPs REQUIRED TO MEET ALL DOUGLAS COUNTY STANDARDS FOR EARTH DISTURBING ACTIVITIES.
 5. AREA OF DISTURBANCE SHALL BE LESS THAN 1/2 ACRE.
 6. BULK FILL DESIGN CONCEPT DEVELOPED PER FLOWPOINT STANDARD SHOP DRAWINGS AND ARE TO BE USED AS A GUIDE. FINAL LAAYOUT SHALL BE DETERMINED BY SELECTED MANUFACTURER STANDARD.
 7. SEE SHEET BF-E-101 FOR ELECTRICAL EQUIPMENT RACK DETAILS.
 8. SEE SHEET BF-E-101 FOR DIRECT BURIED CONDUIT DETAILS. ONE CONDUIT SHALL BE PROVIDED AS SPARE AND SHALL BE SUPPLIED WITH PULL STRING FOR FUTURE USE.
 9. GRANULAR FILL DRAIN SHALL HAVE AN AREA OF 4' X 4'
 10. ALL JOINTS SHALL BE RESTRAINED.



ParkerWater & SANITATION DISTRICT Sustaining Life and our Community		BLACK & VEATCH Building a world of difference Black & Veatch Corporation Centennial, Colorado		DAVID A. KRAYBILL Professional Engineer No. 17780 Exp. 11-11-17 State of Colorado		<table><thead><tr><th>DATE</th><th>REVISED AND RECORD OF ISSUE</th><th>NO.</th><th>BY</th><th>CK</th><th>APP</th></tr></thead><tbody><tr><td>11/22/17</td><td>IN REA EDIT</td><td>1</td><td>EJM</td><td></td><td>DRK</td></tr><tr><td>11 JULY 17</td><td>ISSUED FOR CONSTRUCTION</td><td>0</td><td>DKM</td><td></td><td></td></tr></tbody></table>		DATE	REVISED AND RECORD OF ISSUE	NO.	BY	CK	APP	11/22/17	IN REA EDIT	1	EJM		DRK	11 JULY 17	ISSUED FOR CONSTRUCTION	0	DKM		
DATE	REVISED AND RECORD OF ISSUE	NO.	BY	CK	APP																				
11/22/17	IN REA EDIT	1	EJM		DRK																				
11 JULY 17	ISSUED FOR CONSTRUCTION	0	DKM																						
PARKER WATER AND SANITATION DISTRICT WATER RESOURCES CONSOLIDATION PROJECT PHASE 1A CIVIL SITE PLAN AND CONNECTION DETAIL																									
DESIGNED: VRO		CHECKED: BJM		XREF1: BORDER.dwg																					
DETAILED: SPS		APPROVED: DRK		XREF2: BULK Fill Location Google.jpg																					
DATE: JULY 10, 2017				XREF3:																					
0 1/2 1 IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO FULL SCALE				XREF4:																					
PROJECT NO. 195183																									
BF-C-101 SHEET OF																									



#6@12" EW T&B

0.25"± SLOPE

6"

GRADE

TOC

6"

1'-0"

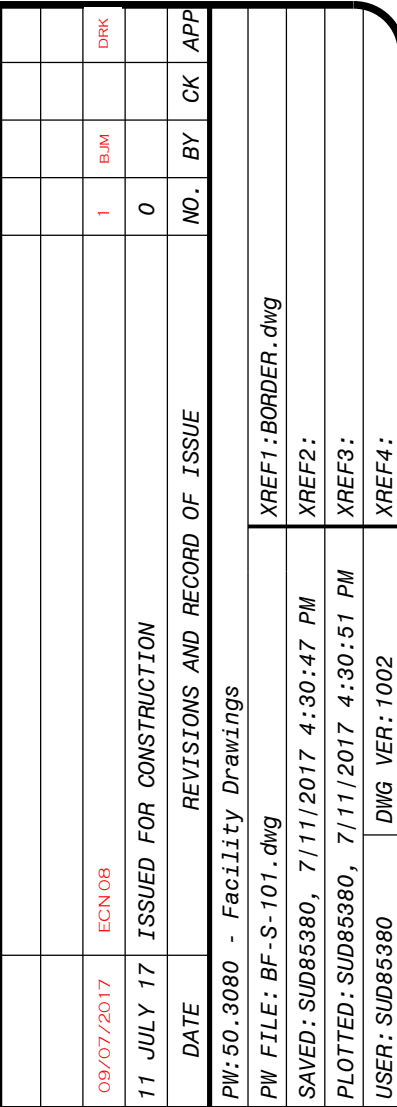
2'-6"

3" CLR (TYP)

OVER EXCAVATE 2'-6" TO A DEPTH OF 3 FT BELOW GRADE AND FILL WITH A NON FROST SUSCEPTIBLE MATERIAL SUCH AS GRAVEL

NOTES:

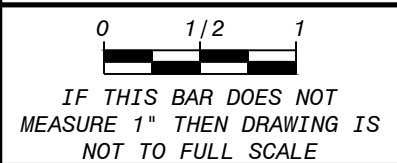
1. BULK FILL DESIGN CONCEPT DEVELOPED PER FLOWPOINT STANDARD SHOP DRAWINGS AND ARE TO BE USED AS A GUIDE. FINAL LAYOUT SHALL BE DETERMINED BY SELECTED MANUFACTURER STANDARD.
2. FOUNDATION SHALL BE SIZED ACCORDING TO MANUFACTURER REQUIREMENTS AND SHALL EXTEND 1FT BEYOND BUILDING DIMENSIONS ALL SIDES.



**PARKER WATER AND SANITATION DISTRICT
WATER RESOURCES CONSOLIDATION PROJECT
PHASE 1A**

**STRUCTURAL
FOUNDATION PLAN, SECTIONS AND DETAIL**

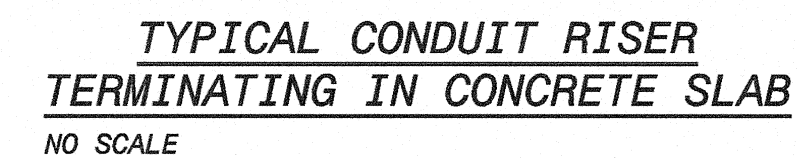
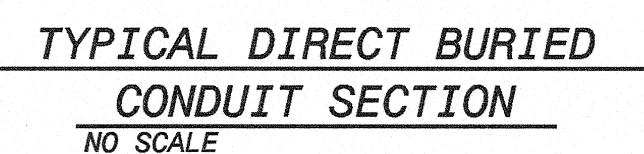
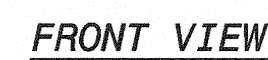
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APPROVED:	
DATE:	JULY 10, 2017



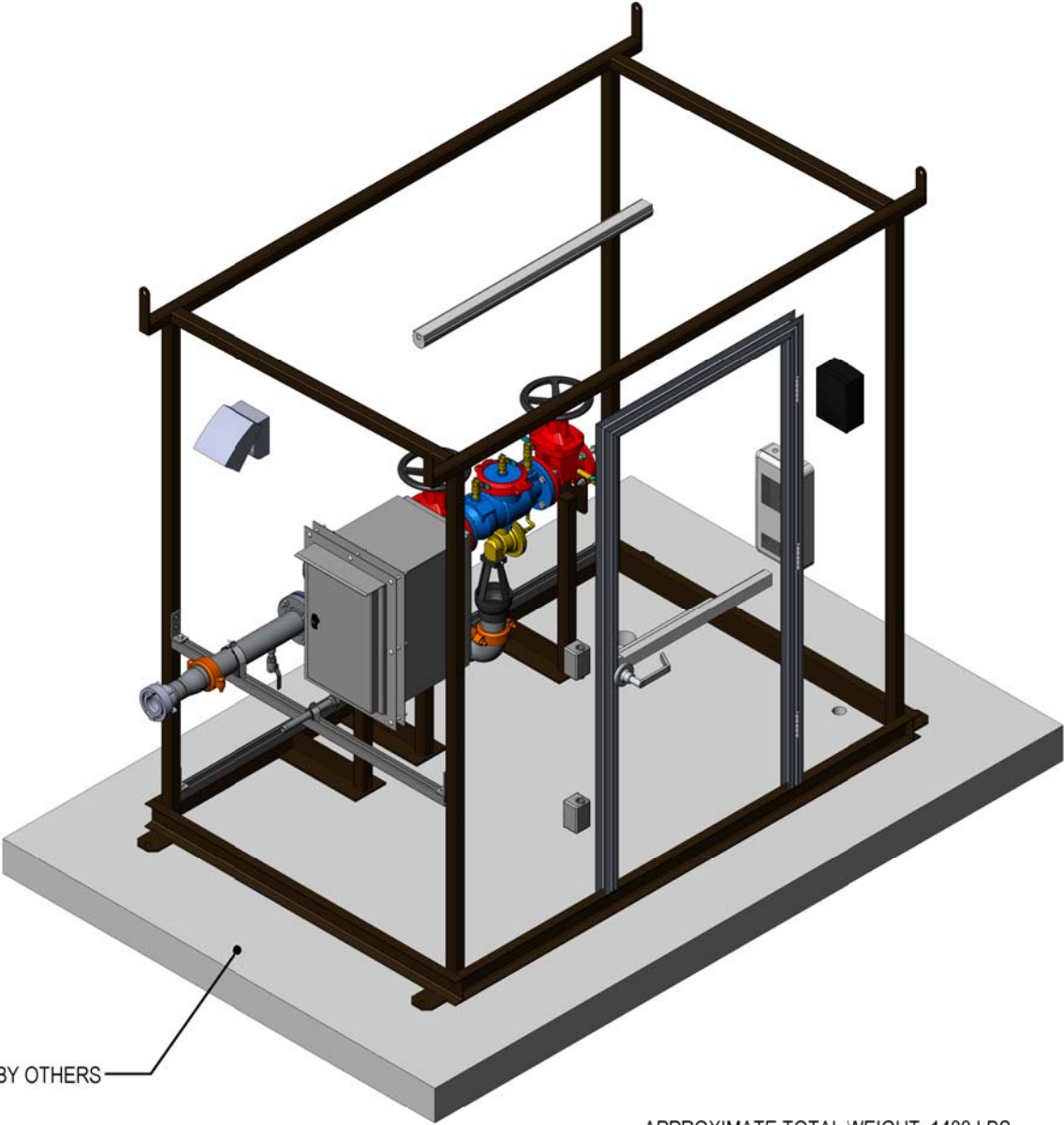
PROJECT NO.
195183

BF-S-101

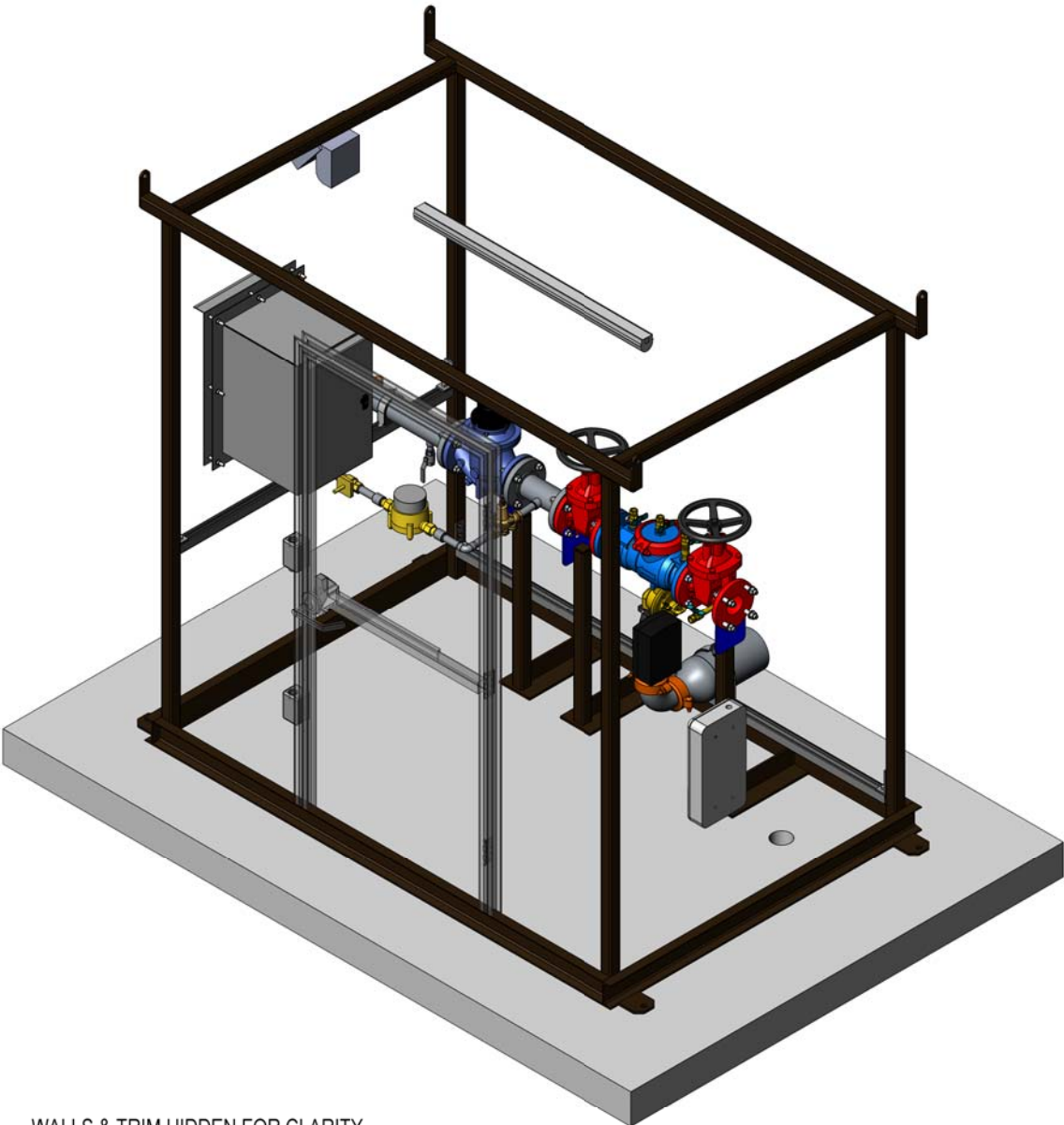
SHEET
OF



1. SEE DRAWING GN-E-001 & GN-E-002 FOR ELECTRICAL LEGENDS & ABBREVIATIONS AND GENERAL REQUIREMENTS.
2. SEE BF-C-101 FOR UNDERGROUND CONDUIT ROUTING.

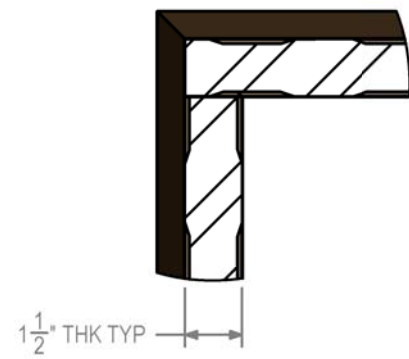


APPROXIMATE TOTAL WEIGHT: 1480 LBS

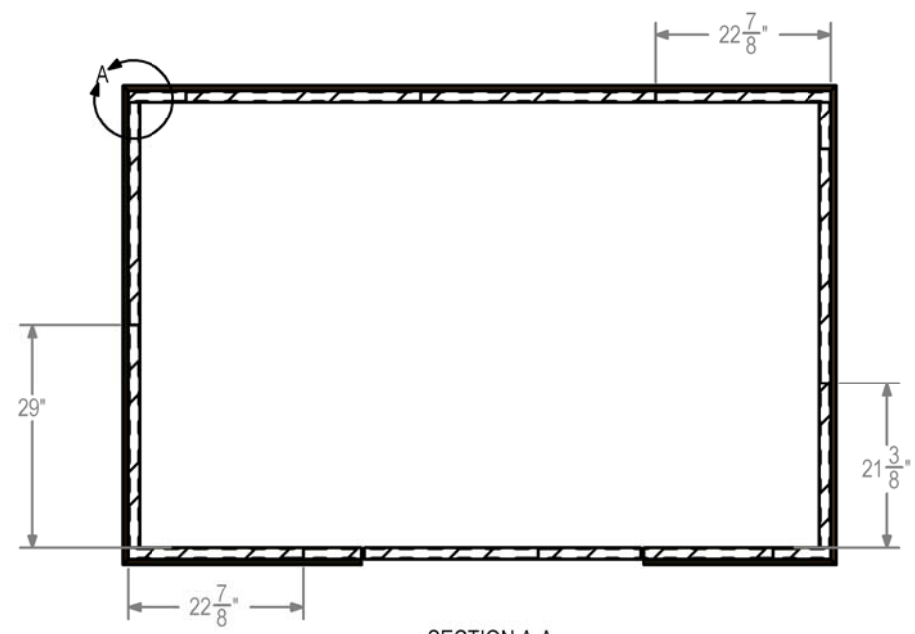


WALLS & TRIM HIDDEN FOR CLARITY
VIEW ROTATED 90 DEGREES
OVERHEAD PIPING CROPPED

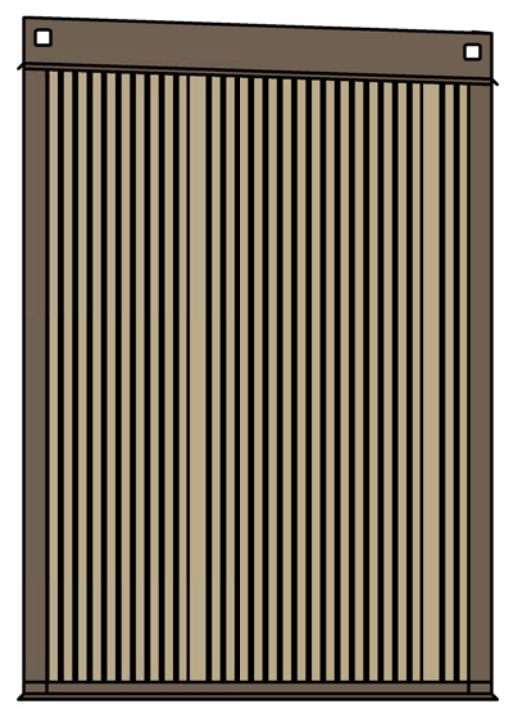
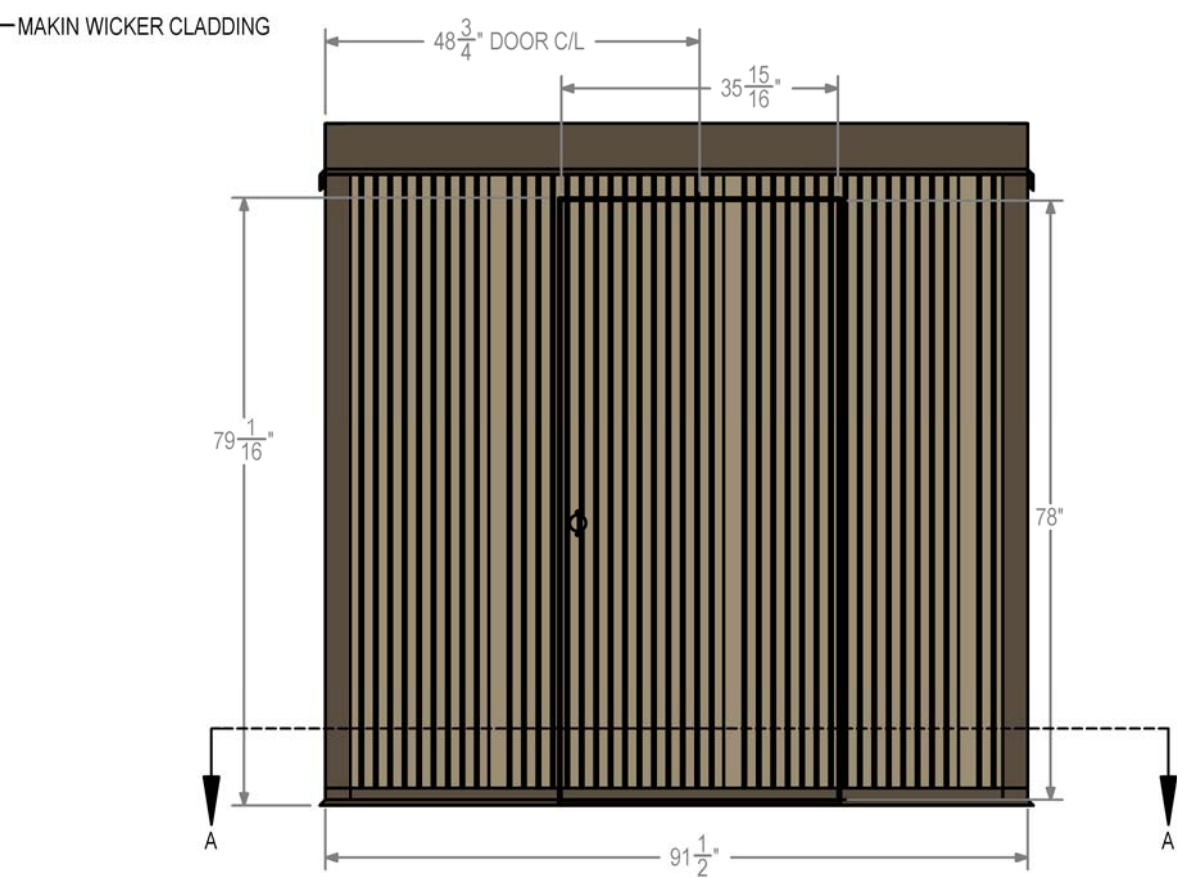
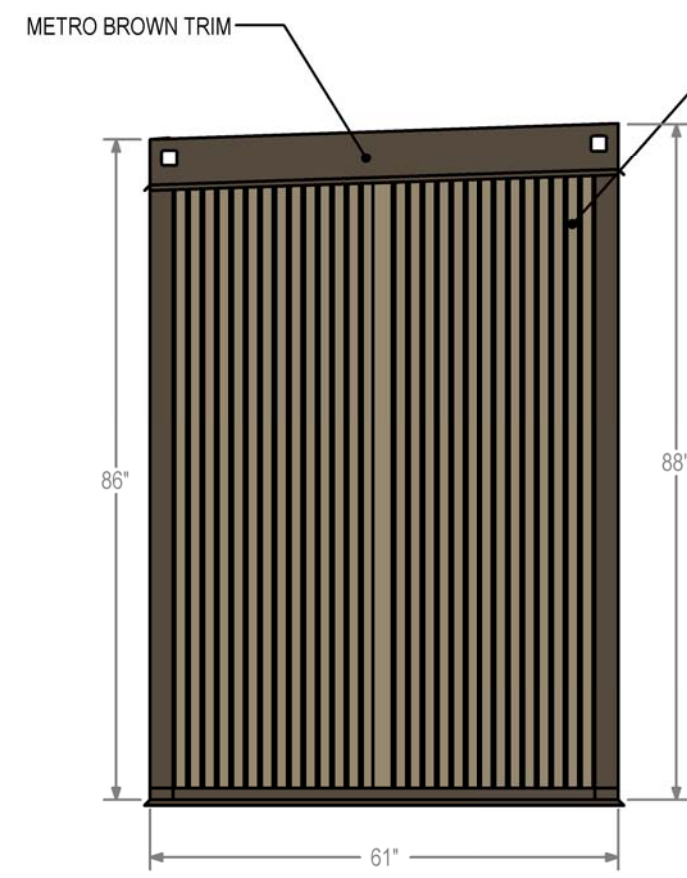
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1	SL		CHANGES AS PER 2016-344-CCO1		2017-11-10				DURING FAB			PARKER CO DB WRCP	TITLE		
									FINAL QC			BULK FILL STATION	GENERAL ARRANGEMENT		
												195183.67.5111	DRAWING NO.	REV	
												ALL DIMENSIONS IN INCHES	2016-344-FULL ASSEMBLY-1	1	



DETAIL A
SCALE 1 : 5



SECTION A-A



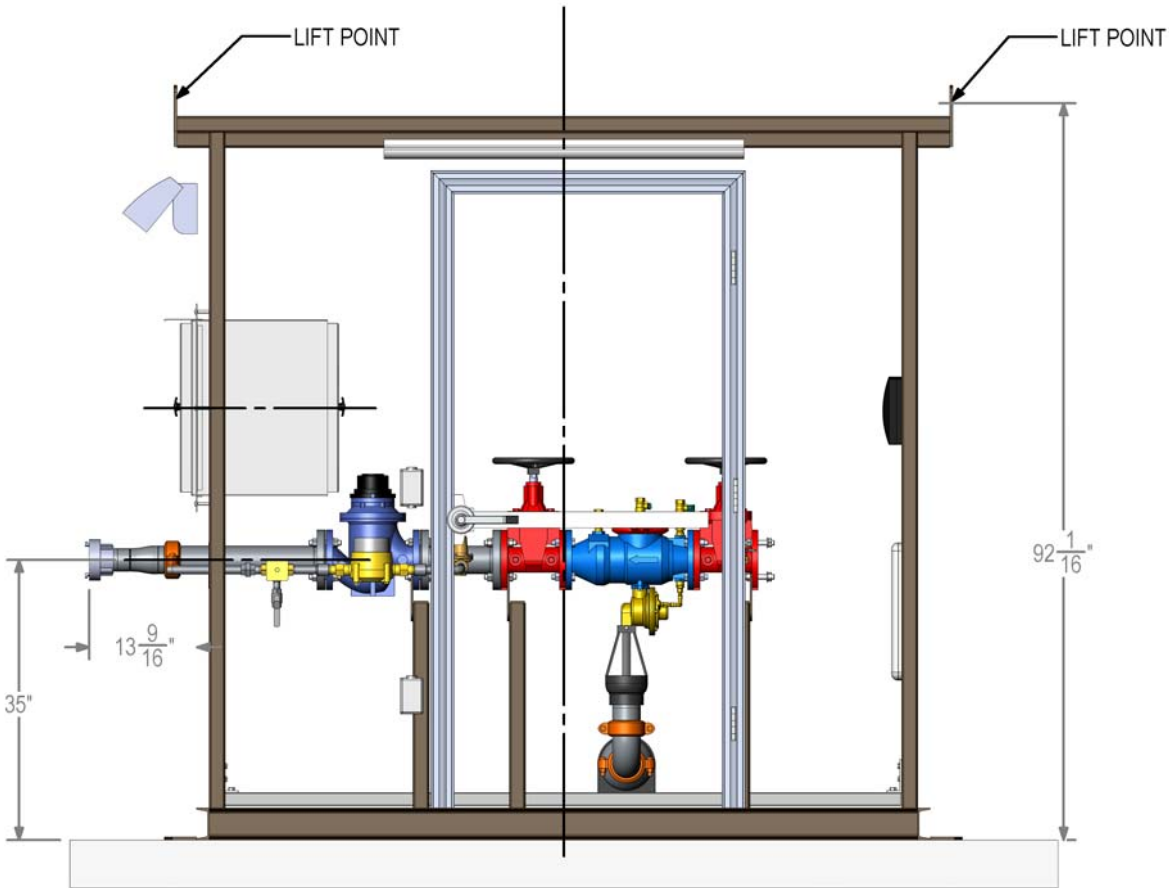
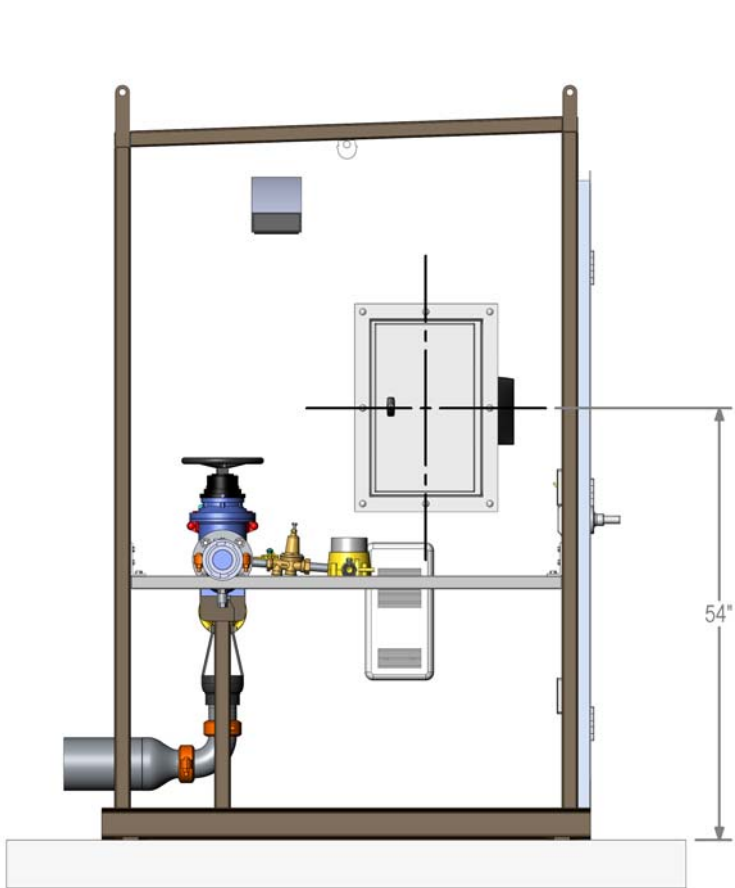
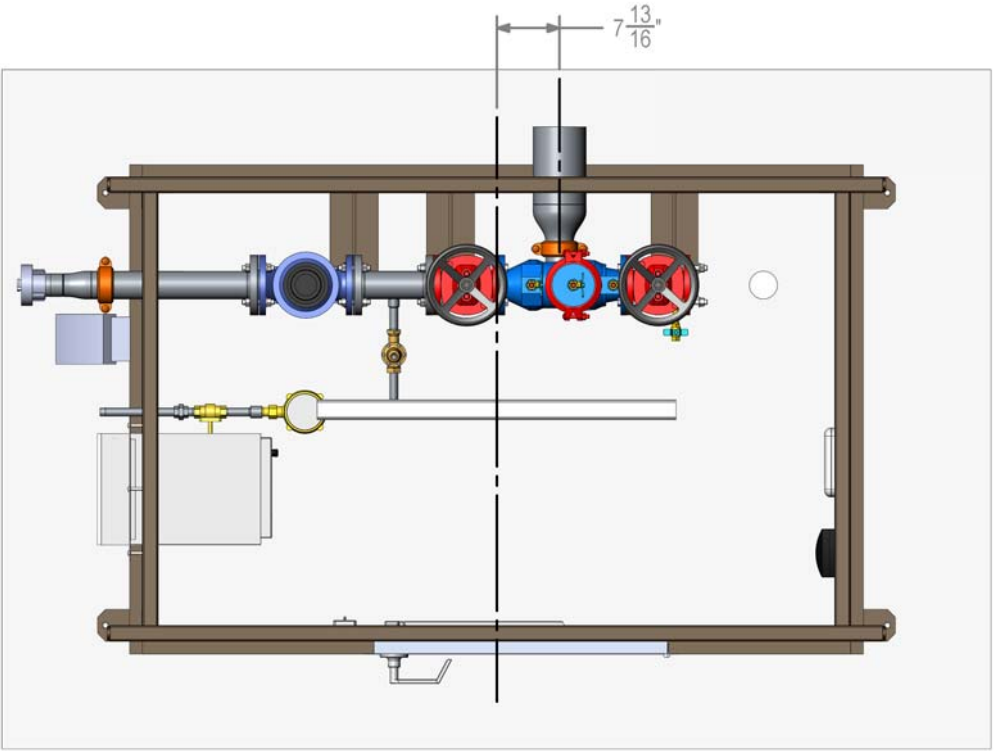
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0	SL		ISSUED FOR REVIEW		2017-08-17	THIS DOCUMENT IS FOR THE SOLE USE OF FLOWPOINT. THE DOCUMENT CONTAINS PROPRIETARY AND CONFIDENTIAL INFORMATION THAT SHALL NOT BE REPRODUCED IN ANY MANNER WITHOUT THE EXPRESSED WRITTEN PERMISSION OF FLOWPOINT. INFORMATION ON THIS DOCUMENT IS TO BE CONSIDERED THE INTELLECTUAL PROPERTY OF FLOWPOINT IN ACCORDANCE WITH CANADIAN COPYRIGHT LAW.	BEFORE FAB				TITLE BUILDING LAYOUT			
1	SL		CHANGES AS PER 2016-344-CCO1		2017-11-10		DURING FAB				DRAWING NO. 2016-344-FULL ASSEMBLY-2		REV 1	
							FINAL QC							

BUILDING INSTALLATION INSTRUCTIONS

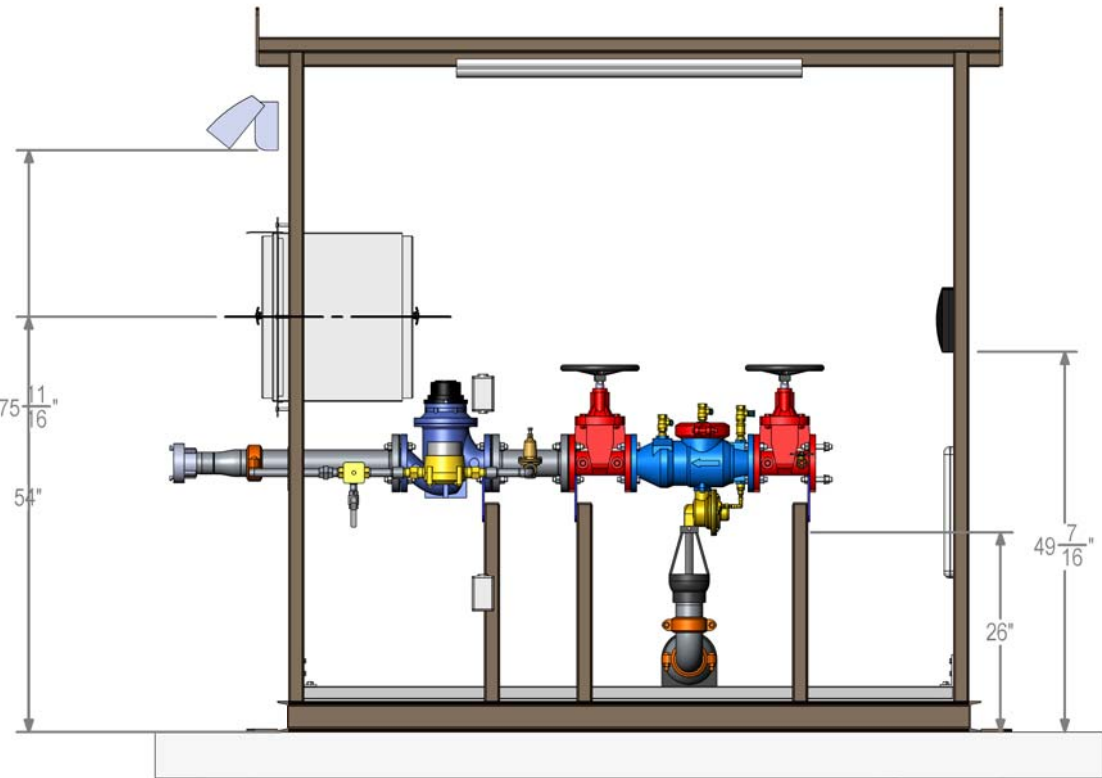
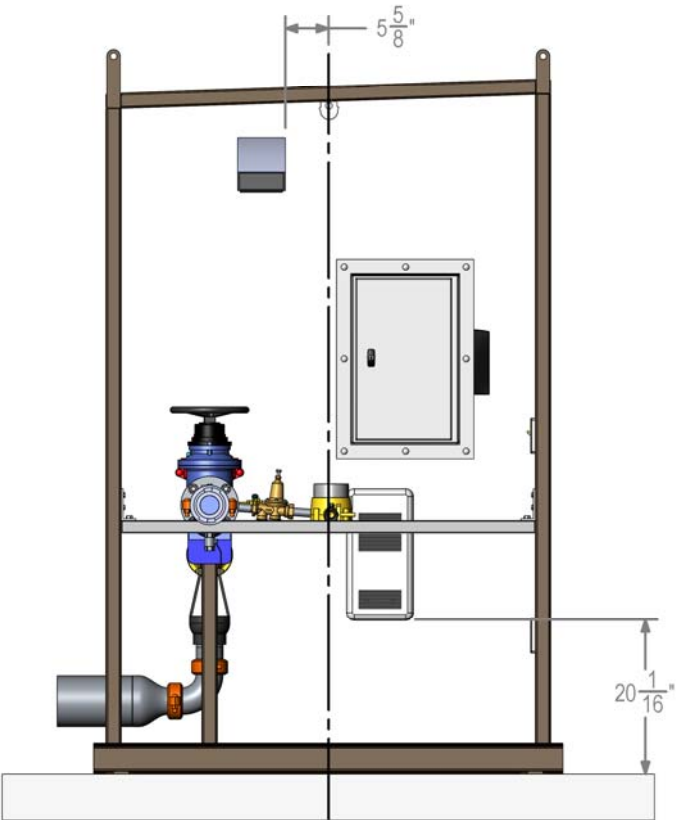
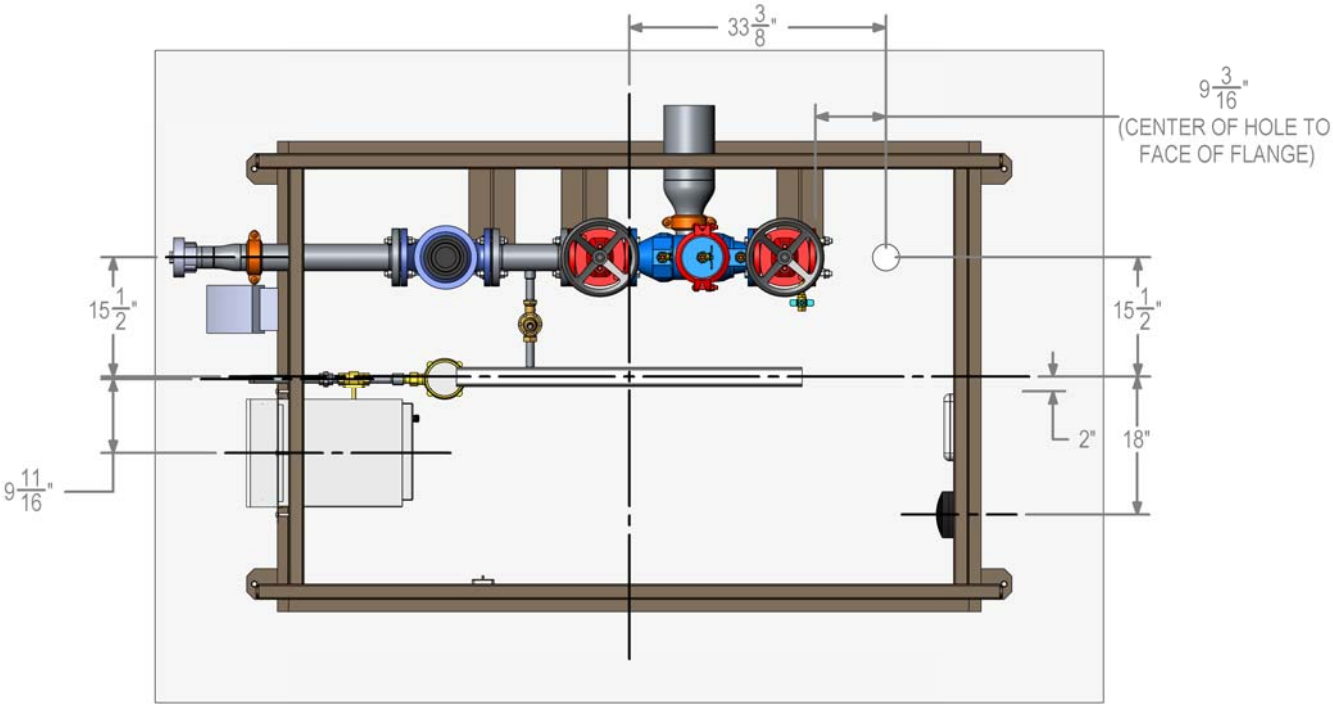
- 1. BUILDING WILL BE OFFLOADED FROM TRUCK USING A CRANE AND THE 4 LIFT POINTS ON THE BUILDING.
- 2. WHILE THE BUILDING IS ATTACHED TO THE CRANE AND LOWERED ONTO APPROPRIATE SUPPORTS THE 2" WIDE X 3/4" TALL BUILDING GASKET CAN BE INSTALLED ON THE UNDERSIDE OF THE BASE FRAME ON THE C4X5.4 CHANNEL.
- 3. ONCE THE GASKET IS INSTALLED THE BUILDING CAN BE LOWERED OVER THE LOCATION TAKING NOTE OF THE ORIENTATION THE BUILDING RELATIVE TO THE SITE LAYOUT.
- 4. ONCE THE BUILDING IS IN PLACE THE 3" SUPPLY PIPING CAN BE CONNECTED TO THE PIPING IN THE BUILDING AND THE 3" DRAIN LINE CAN BE CONNECTED TO THE OUTLET OF THE WILKINS AG-6 AIR GAP
- 5. THE BUILDING CAN BE ANCHORED TO THE GROUND. (ANCHORS SUPPLIED BY OTHERS)

ELECTRICAL CONNECTION

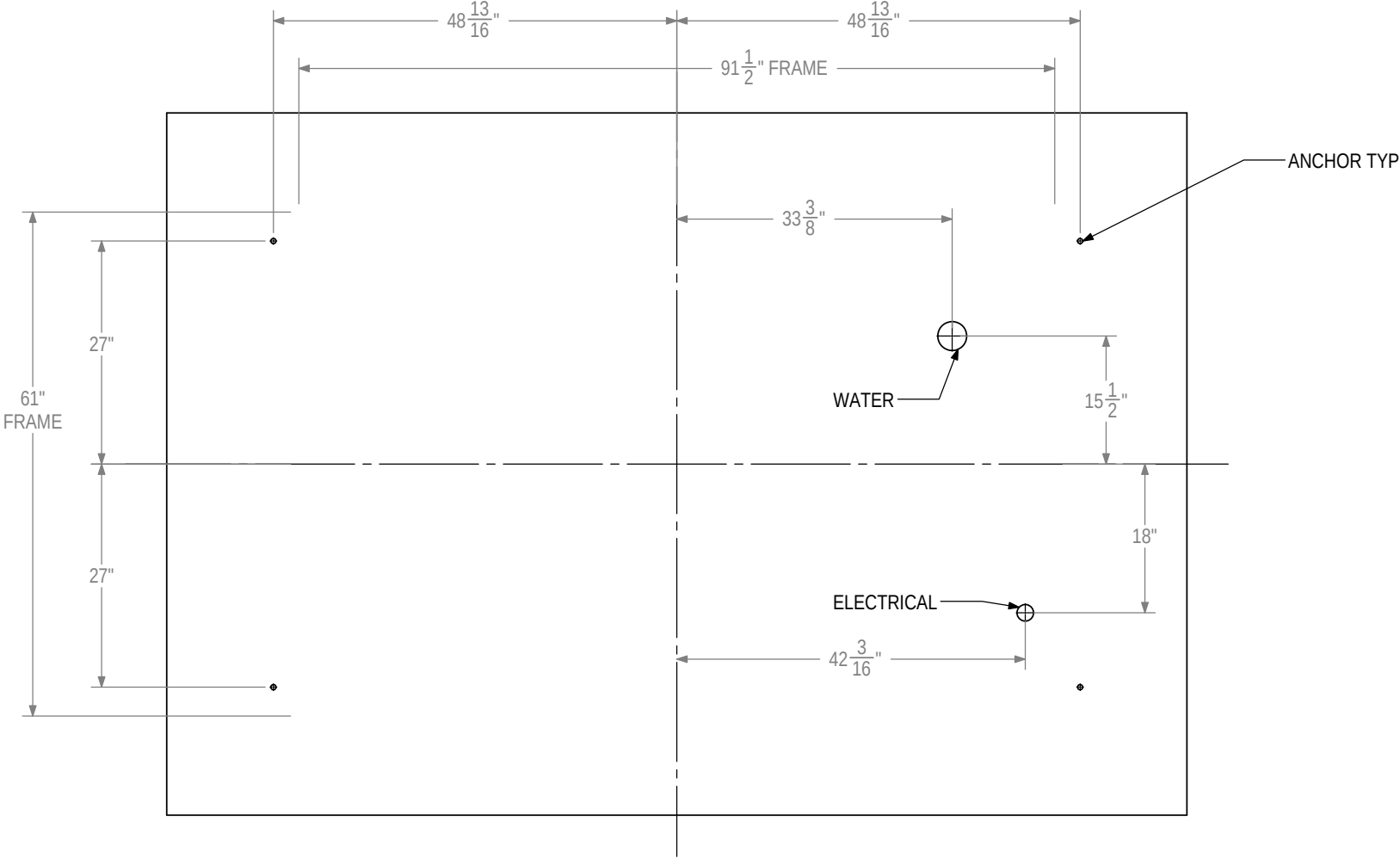
- 1. ONCE THE ABOVE STEPS ARE COMPLETE, POWER CAN BE HOOKED UP TO THE LOAD CENTER (NOT SERVICE ENTRANCE RATED) AS PER ELECTRICAL DRAWINGS AND ACCORDING TO LOCAL ELECTRICAL CODE REQUIREMENTS.



NO	DR	CH	REVISION	APPD	DATE	SCALE: 1:24	UNITS: IN, LBS		INSPECTION	DATE	SIGNATURE	PROJECT	CLIENT		
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									FINAL QC			BULK FILL STATION	EXTERIOR LAYOUT		
												195183.67.5111	DRAWING NO.		
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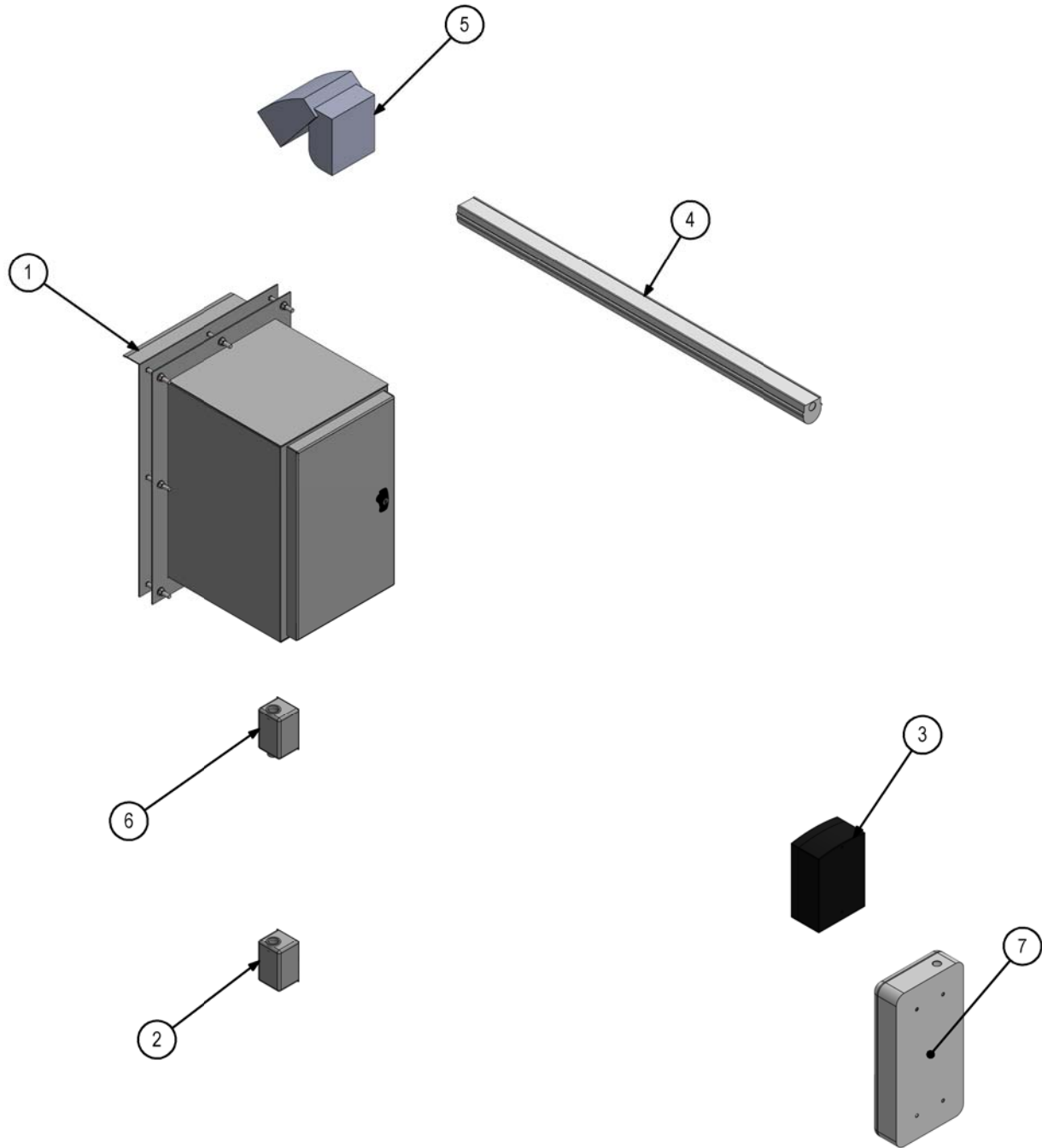
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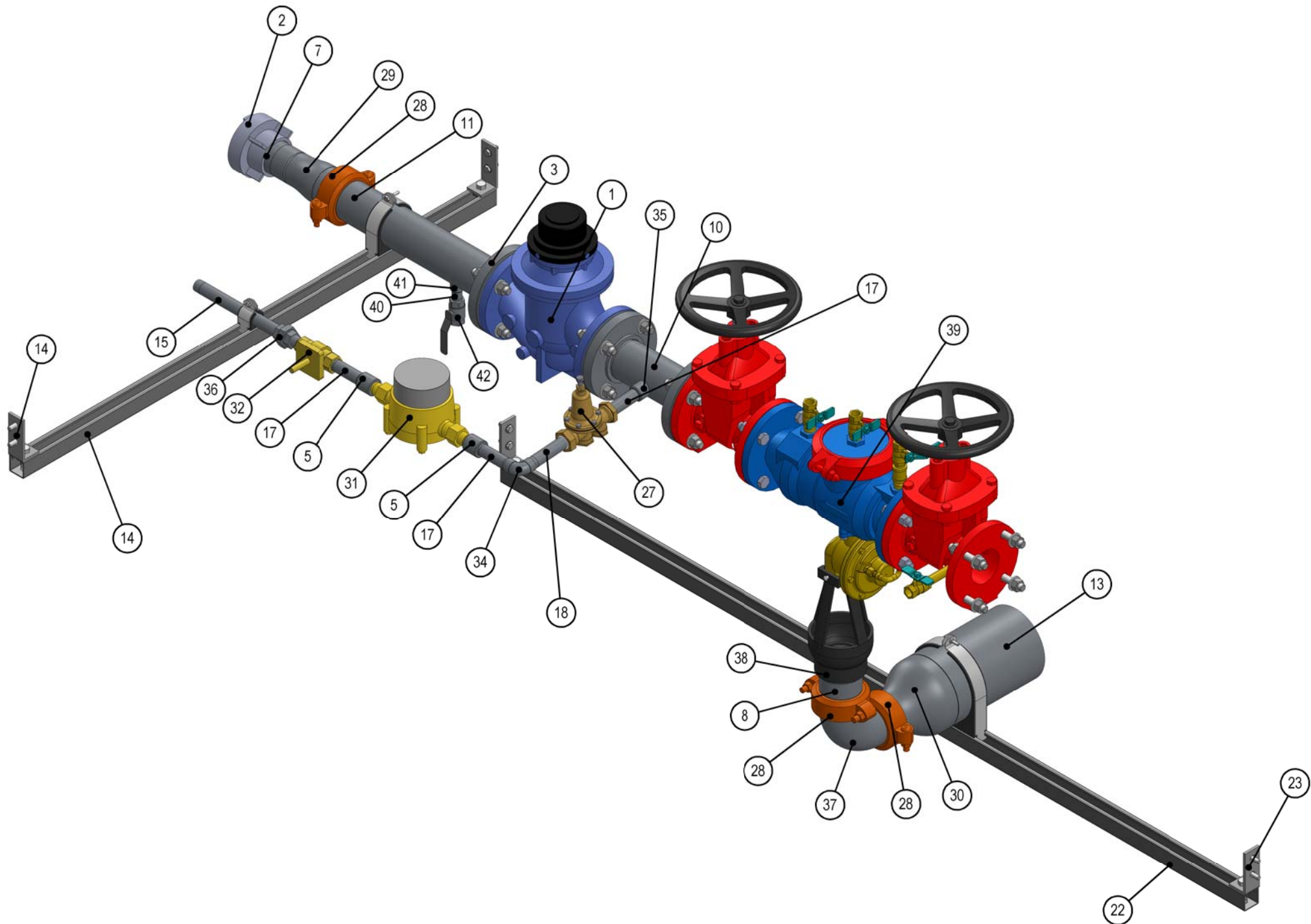
SLAB DESIGN AND ANCHORS BY OTHERS
CONTRACTOR TO CONFIRM PENETRATION LOCATIONS AND SIZES

NO	DR	CH	REVISION	APPD	DATE	SCALE: 1:20	UNITS: IN, LBS		INSPECTION	DATE	SIGNATURE	PROJECT	CLIENT	
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									FINAL QC			ALL DIMENSIONS IN INCHES	DRAWING NO. 2016-344-FULL ASSEMBLY-5	
													REV 1	

ITEM	QTY.	DESCRIPTION
1	1	ACCESS TERMINAL
2	1	DOUBLE WALL RECEPTICLE IN PVC SINGLE GANG BOX 3/4" FS
3	1	PANEL LOAD CENTER
4	1	PHILIPS DAY-BRITE CFI FLUXSTREAM LED LINEAR LF4
5	1	RAB AWL-LED14W LIGHT FIXTURE
6	1	WALL SWITCH IN PVC SINGLE GANG BOX 3/4" FSC
7	1	1500W ELECTRIC HEATER - GFR1500T2

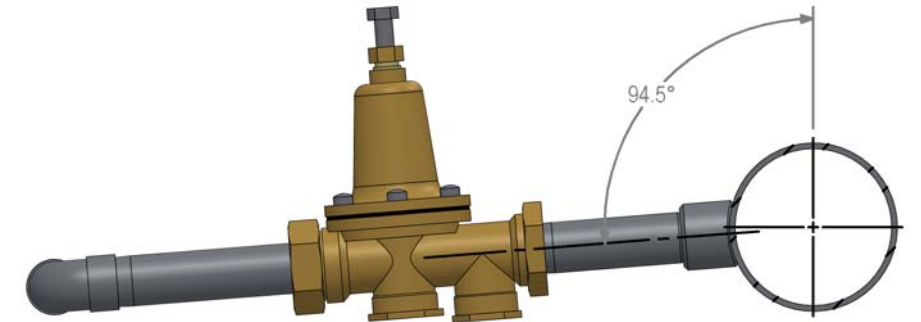
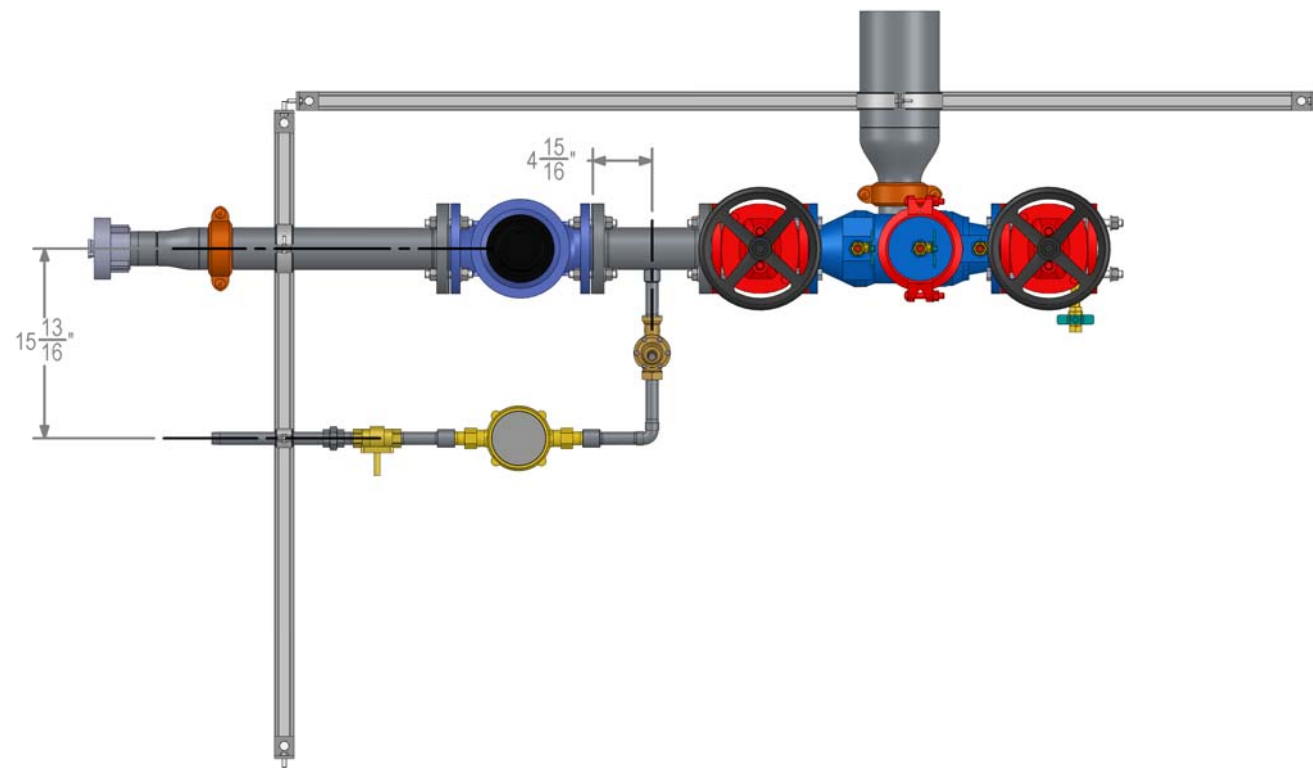


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												BULK FILL STATION	ELECTRICAL COMPONENTS		
												195183.67.5111	DRAWING NO.		
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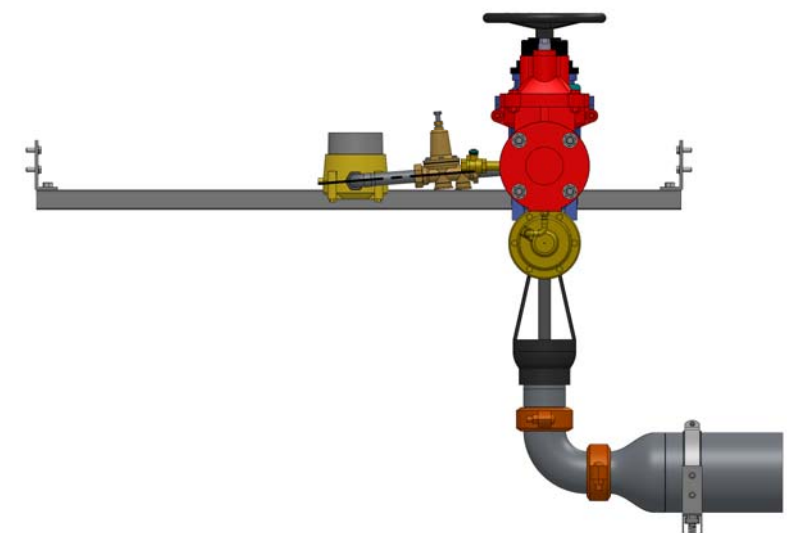
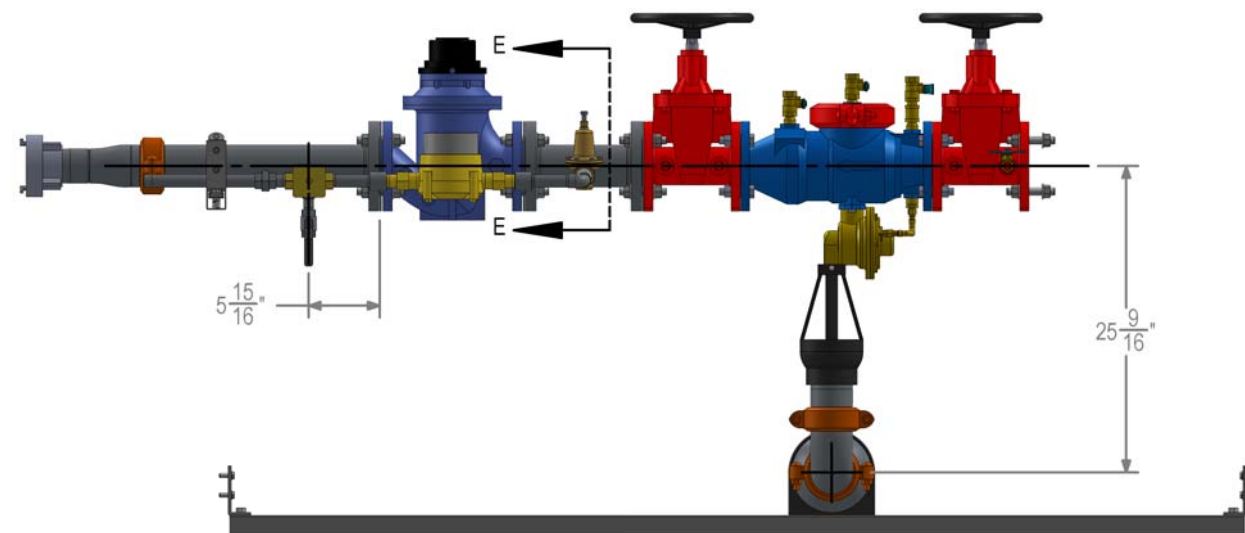


ITEM	QTY	DESCRIPTION	LENGTH	MATERIAL
1	1	BERMAD HYDROMETER WW-910-MV 3" 150#	11 13/16"	DI W/ EPOXY
2	1	DIXON - SFSA2525S		
3	3	FLANGE SORF 3" 150# SCH 10S		SS304/304L
4	32	FLAT WASHER 0.625		
5	2	FULL COUPLING 3/4" CLASS 150		
6	3	GASKET FF 3" x 1/8" THK 150#		NEOPRENE
7	1	HALF NIPPLE 2-1/2" x 3" SCH 40, BEV x MNPT	3"	SS304/304L
8	1	HALF NIPPLE 3" x 4" SCH 40, GRV x MNPT	4"	SS304/304L
9	32	HEX NUT 0.625-11 NC		
10	1	PIPE 3" SCH 10S, GRV x GRV	9.13in	SS304/304L
11	1	PIPE 3" SCH 10S, GRV x GRV	18.5in	SS304/304L
12	1	PIPE 3" SCH 10S, GRV x PLN	1.68in	SS304/304L
13	1	PIPE 6" SCH 10, PLN x PLN	9.75in	SS304/304L
14	1	SUPPORT F		
15	1	PIPE NIPPLE 3/4" x 10" SCH 40	10"	SS304/304L
16	1	PIPE NIPPLE 3/4" x 2" SCH 40	2"	SS304/304L
17	3	PIPE NIPPLE 3/4" x 4" SCH 40	4"	SS304/304L
18	1	PIPE NIPPLE 3/4" x 5" SCH 40	5"	SS304/304L
19	1	SUPPORT E		
20	2	SPRING NUT 0.5 NC P1010		
21	2	HBOLT 0.5 - 13NC x 1.25		
22	1	UNISTRUT P1000 - E	84 1/2"	
23	2	UNISTRUT P1326		
24	1	UNISTRUT CUSH-A-CLAMP 6" PIPE		
25	1	HBOLT 0.25 - 20NC x 1.25		
26	4	SELF TAPING SCREW 0.375 - 16NC x 1		
27	1	PRESSURE REDUCING VALVE - 3/4" LF25AUB-Z3		
28	3	QUICKVIC RIGID COUPLING STYLE 107H, 3"		DI / EPDM
29	1	REDUCER CONC 3" x 2-1/2" SCH 10S	3 1/2"	SS304/304L
30	1	REDUCER CONC 6" x 3" SCH 10S	5 1/2"	SS304/304L
31	1	SEAMETRICS MJN FLOW METER 3/4"		
32	1	SOLENOID VALVE 3/4" 120VAC		BRASS
33	16	STUD 0.625 - 11NC x 4		
34	1	THREADED ELBOW 3/4" 90 150#		SS304/304L
35	1	THREADED HALF COUPLING 3/4"		SS304/304L
36	1	THREADED UNION 0.75"		
37	1	VIC 90 DEG ELBOW #410-SS, 3"		SS304/304L
38	1	WILKINGS AIR GAP AG-6		CI
39	1	WILKINS 375 RP 3" NRS	32"	DI
40	1	PIPE NIPPLE 1/2" x 2" SCH 40	2"	SS304/304L
41	1	THREADED HALF COUPLING 1/2"		SS304/304L
42	1	BALL VALVE 0.5" NPT		

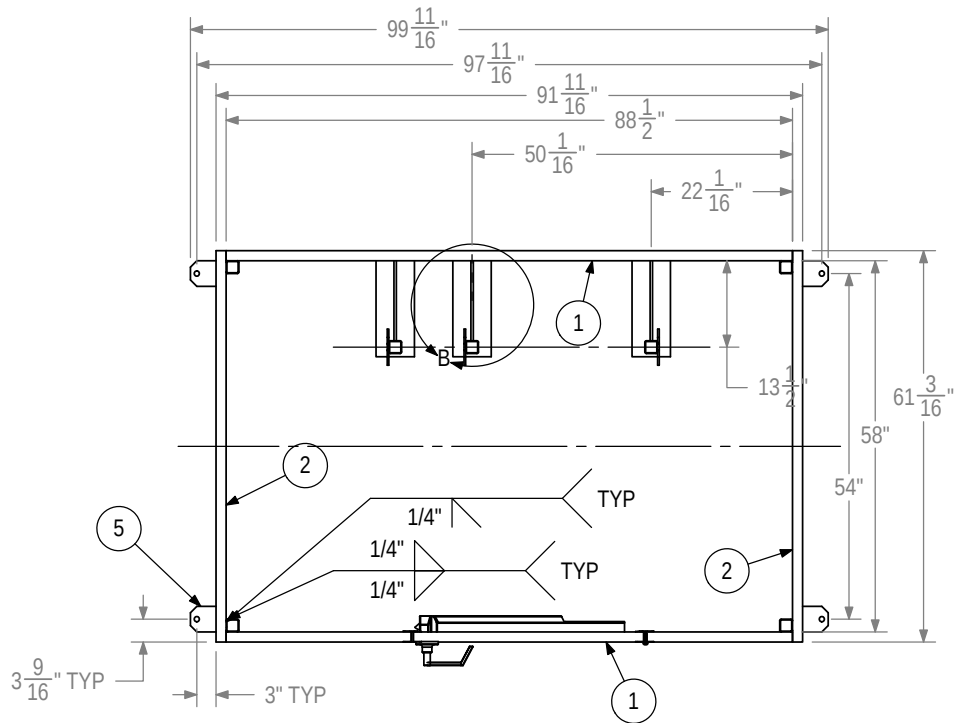
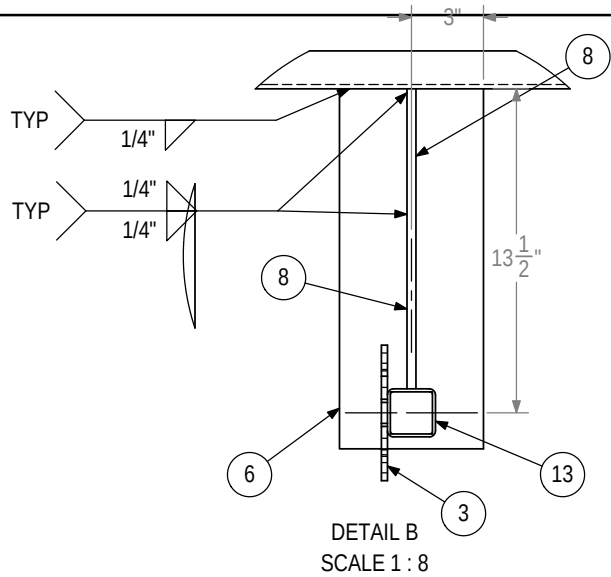
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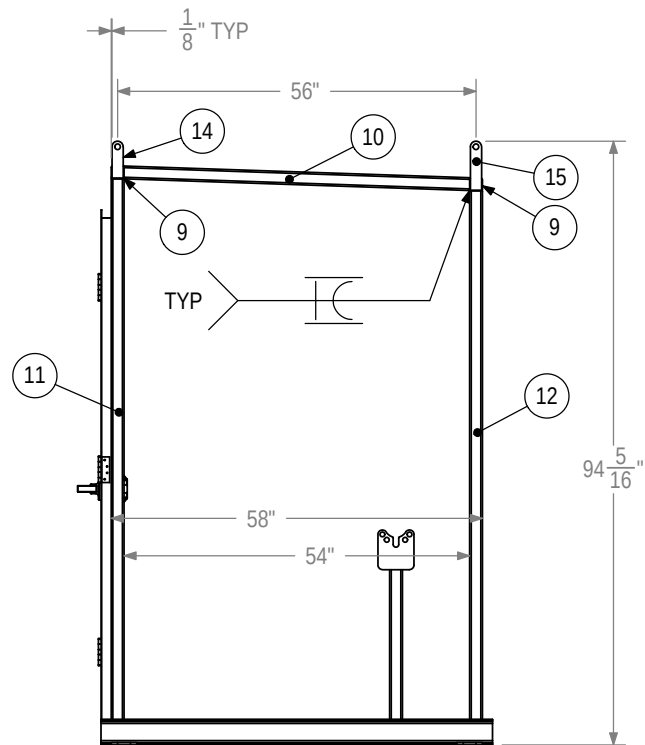
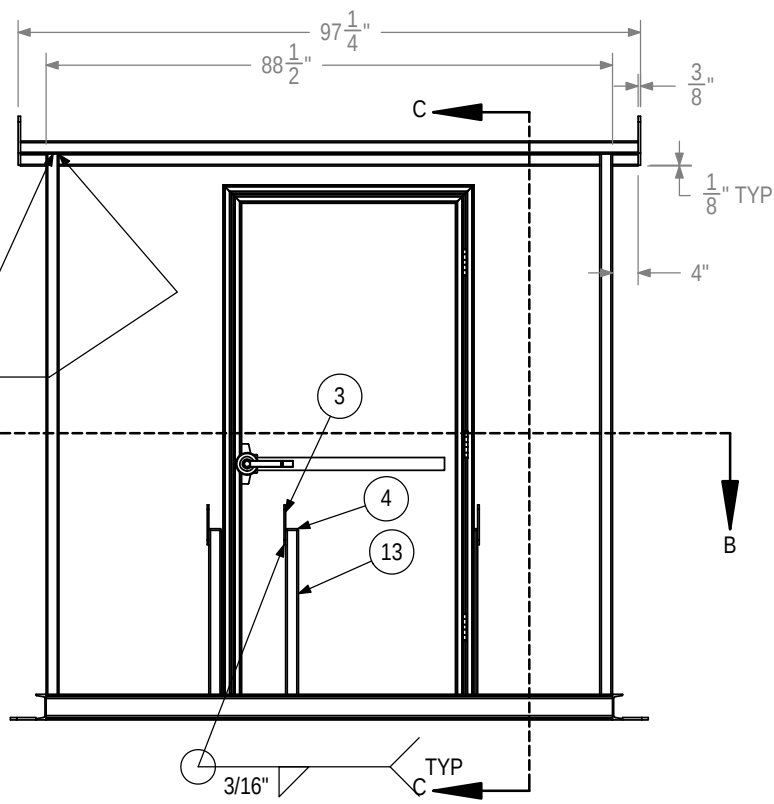
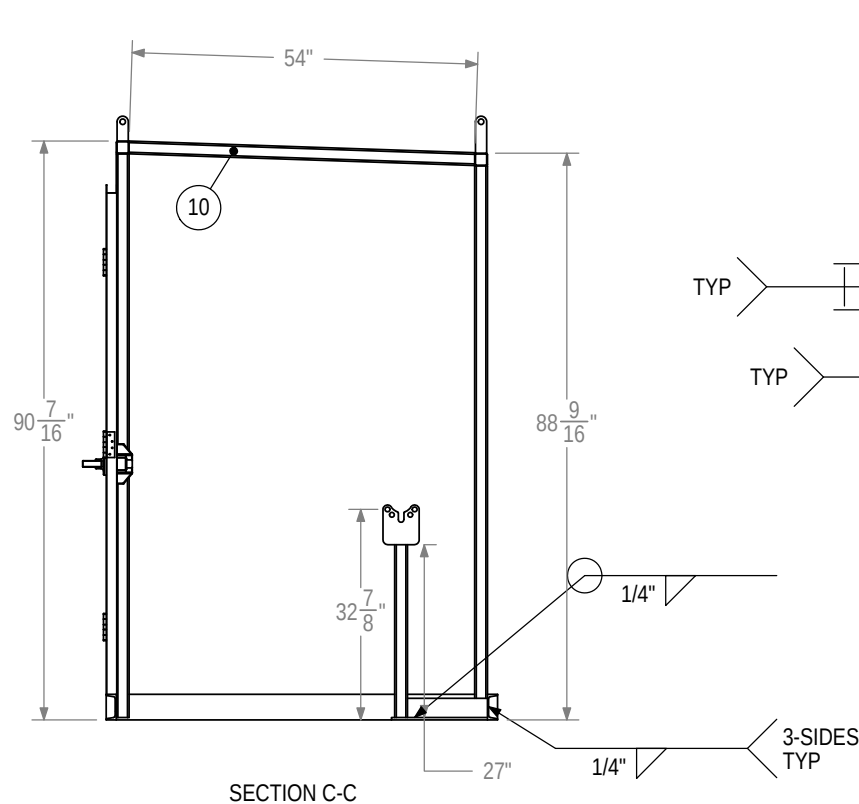
SECTION E-E
SCALE 1 : 4



NO	DR	CH	REVISION	APPD	DATE	SCALE: 1:16	UNITS: IN, LBS	 FLOWPOINT FLOWPOINT ENVIRONMENTAL SYSTEMS	INSPECTION	DATE	SIGNATURE	PROJECT OVERLAND CONTRACTING INC. PARKER CO DB WRCP BULK FILL STATION 195183.67.5111 ALL DIMENSIONS IN INCHES	CLIENT OVERLAND CONTRACTING		
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1	SL		CHANGES AS PER 2016-344-CCO1		2017-11-10				DURING FAB				DRAWING NO. 2016-344-FULL ASSEMBLY-8	REV 1	
									FINAL QC						



SECTION B-B



ITEM	QTY	DESCRIPTION	LENGTH	WEIGHT	MATERIAL
1	2	C 4" x 5.4	88 1/2"	39.37	44W
2	2	C 4" x 5.4	61 3/16"	27.21	44W
3	3	FLANGE BRACKET WELDED 3" & 4" 150#		2.01	44W
4	3	FLAT BAR, 1/4" x 1-3/4"	1 3/4"	0.22	44W
5	4	FLAT BAR, 3/8" x 4"	4"	1.53	44W
6	3	FLAT BAR, 3/8" x 6"	15"	9.51	44W
7	1	ENERPAN DOOR ASSEMBLY 36"x78" RH REVERSE		18.47	
8	3	FLAT BAR, 3/8"x3"	12 1/2"	3.96	44W
9	2	HSS 2" x 2" x .125"	96 1/2"	24.40	50W
10	2	HSS 2" x 2" x .125"	54 1/8"	13.66	50W
11	2	HSS 2" x 2" x .125"	88 1/16"	22.27	50W
12	2	HSS 2" x 2" x .125"	86 3/16"	21.79	50W
13	3	HSS 2" x 2" x .125"	29 1/4"	7.40	50W
14	2	PLATE, 3/8" x 1 3/4" x 5 3/4"	5 3/4"	0.97	44W
15	2	PLATE, 3/8" x 1 3/4" x 7 5/8"	7 5/8"	1.32	44W

APPROXIMATE TOTAL WEIGHT: 396 LBS

NO	DR	CH	REVISION	APPD	DATE
0	SL		ISSUED FOR REVIEW		2017-08-17
1	SL		CHANGES AS PER 2016-344-CCO1		2017-11-10

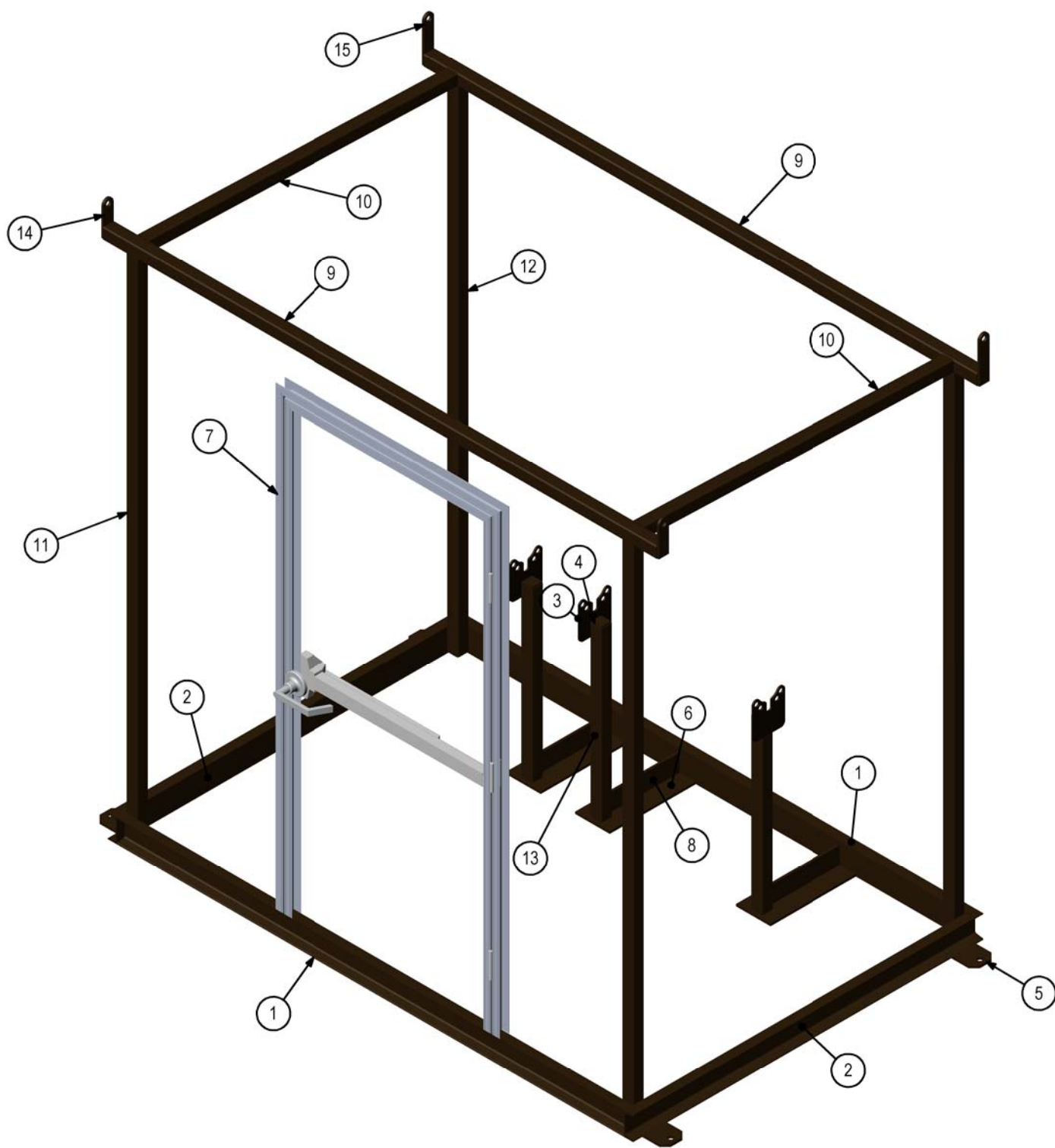
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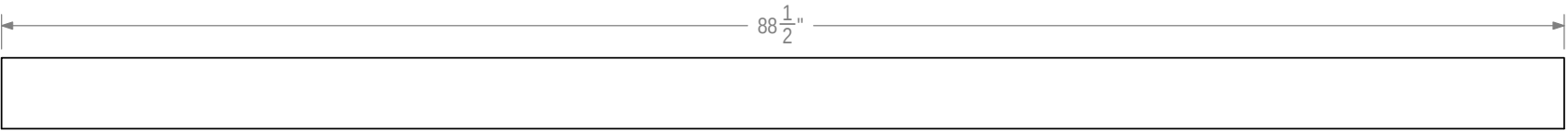
INSPECTION	DATE	SIGNATURE
BEFORE FAB		
DURING FAB		
FINAL QC		

PROJECT
OVERLAND CONTRACTING INC.
PARKER CO DB WRCP
BULK FILL STATION
195183.67.5111
ALL DIMENSIONS IN INCHES

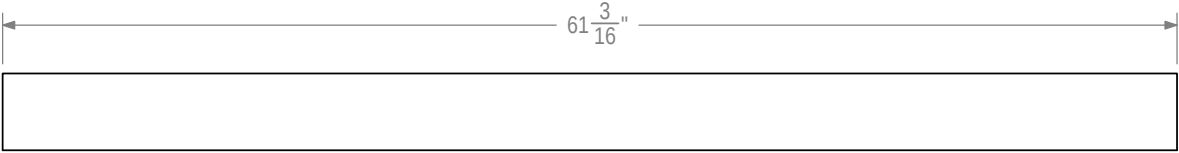
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OVERLAND CONTRACTING	STRUCTURAL LAYOUT	2016-344-FULL ASSEMBLY-9	1



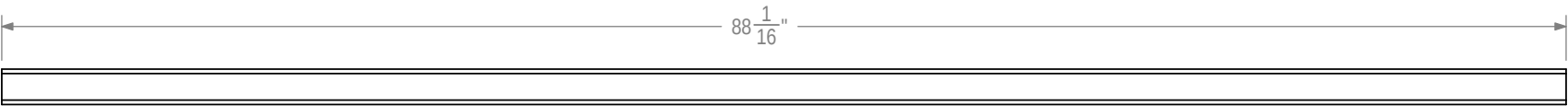
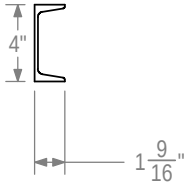
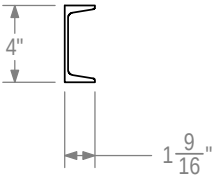
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1	SL		CHANGES AS PER 2016-344-CCO1		2017-11-10				DURING FAB			PARKER CO DB WRCP	TITLE		
									FINAL QC			BULK FILL STATION	STRUCTURAL ISOMETRIC		
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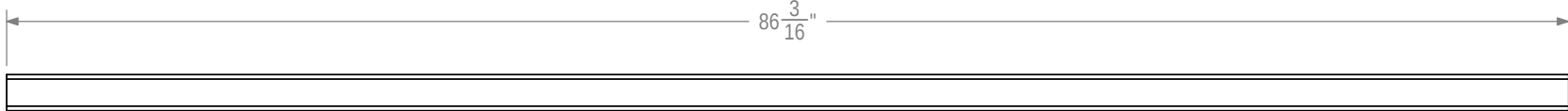
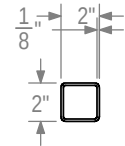
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QTY: 2



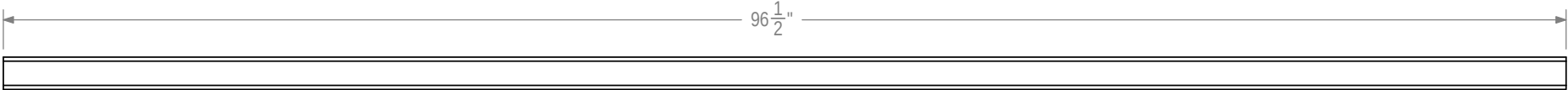
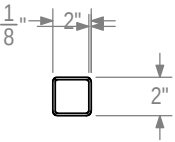
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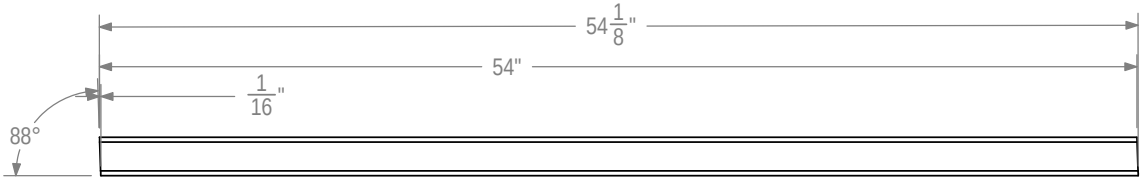
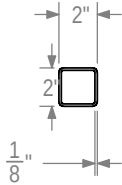
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QTY: 2



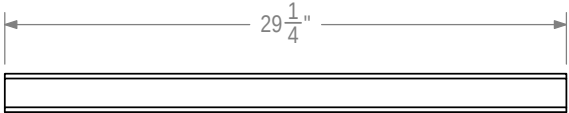
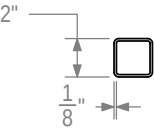
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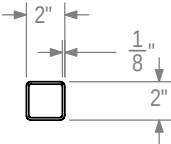
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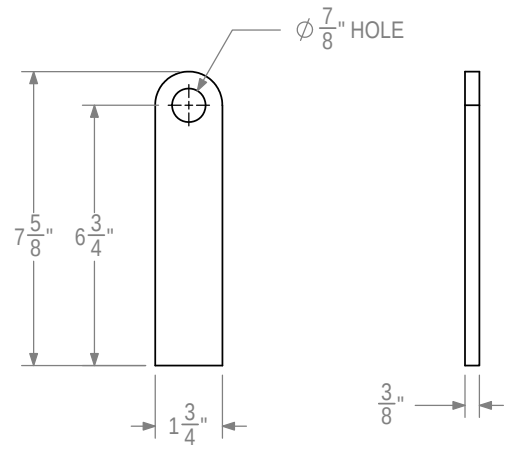
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QTY: 2



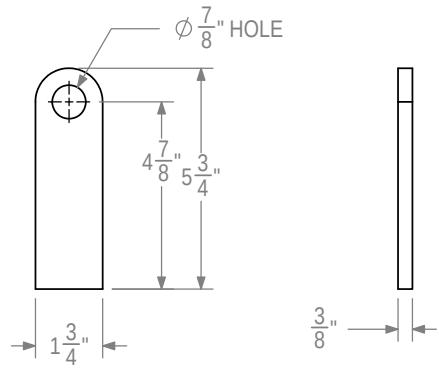
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QTY: 3



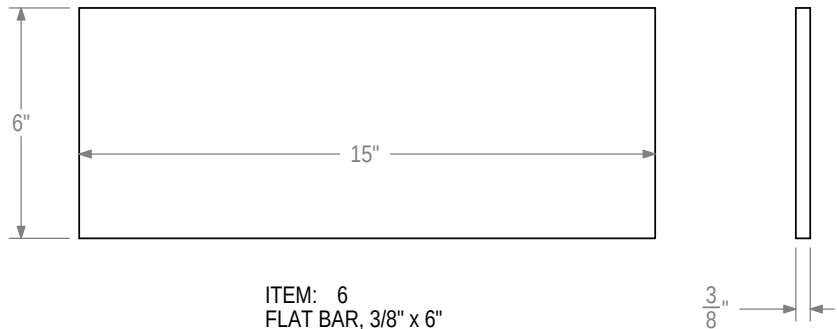
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1	SL		CHANGES AS PER 2016-344-CCO1		2017-11-10				DURING FAB			PARKER CO DB WRCP	TITLE		
									FINAL QC			BULK FILL STATION	STRUCTURAL PARTS 1		
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												ALL DIMENSIONS IN INCHES	2016-344-FULL ASSEMBLY-11	REV	
														1	



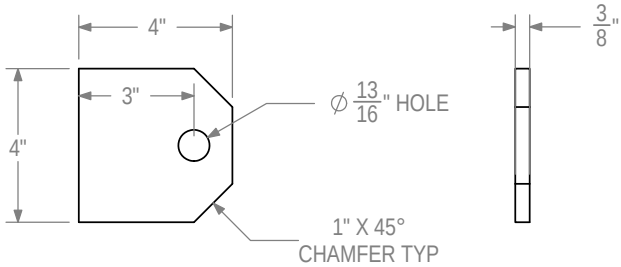
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QTY: 2



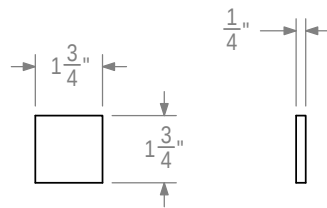
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QTY: 2



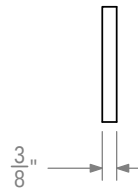
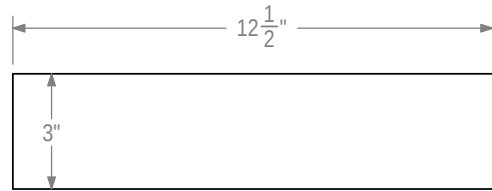
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QTY: 3



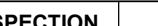
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QTY: 4

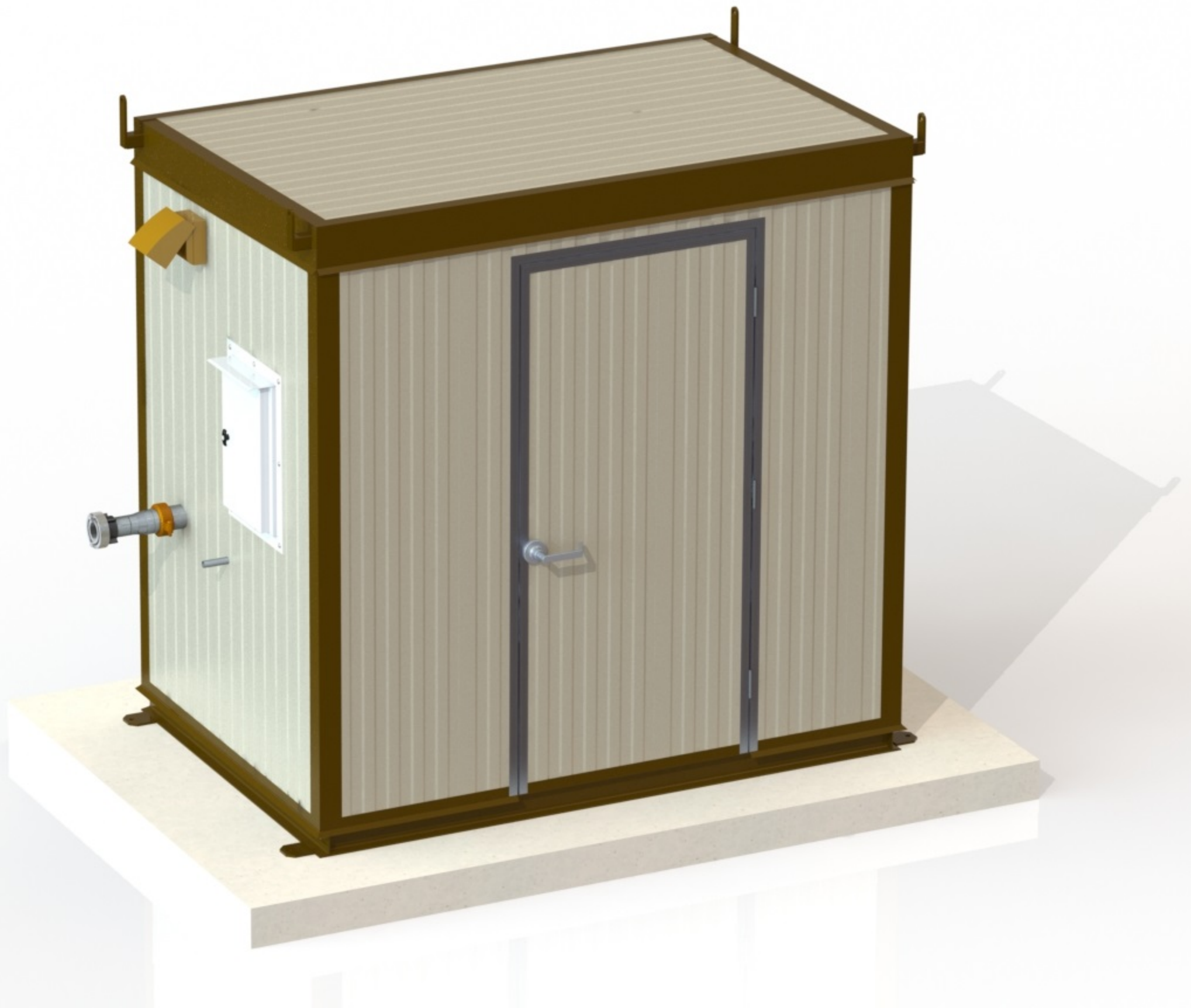


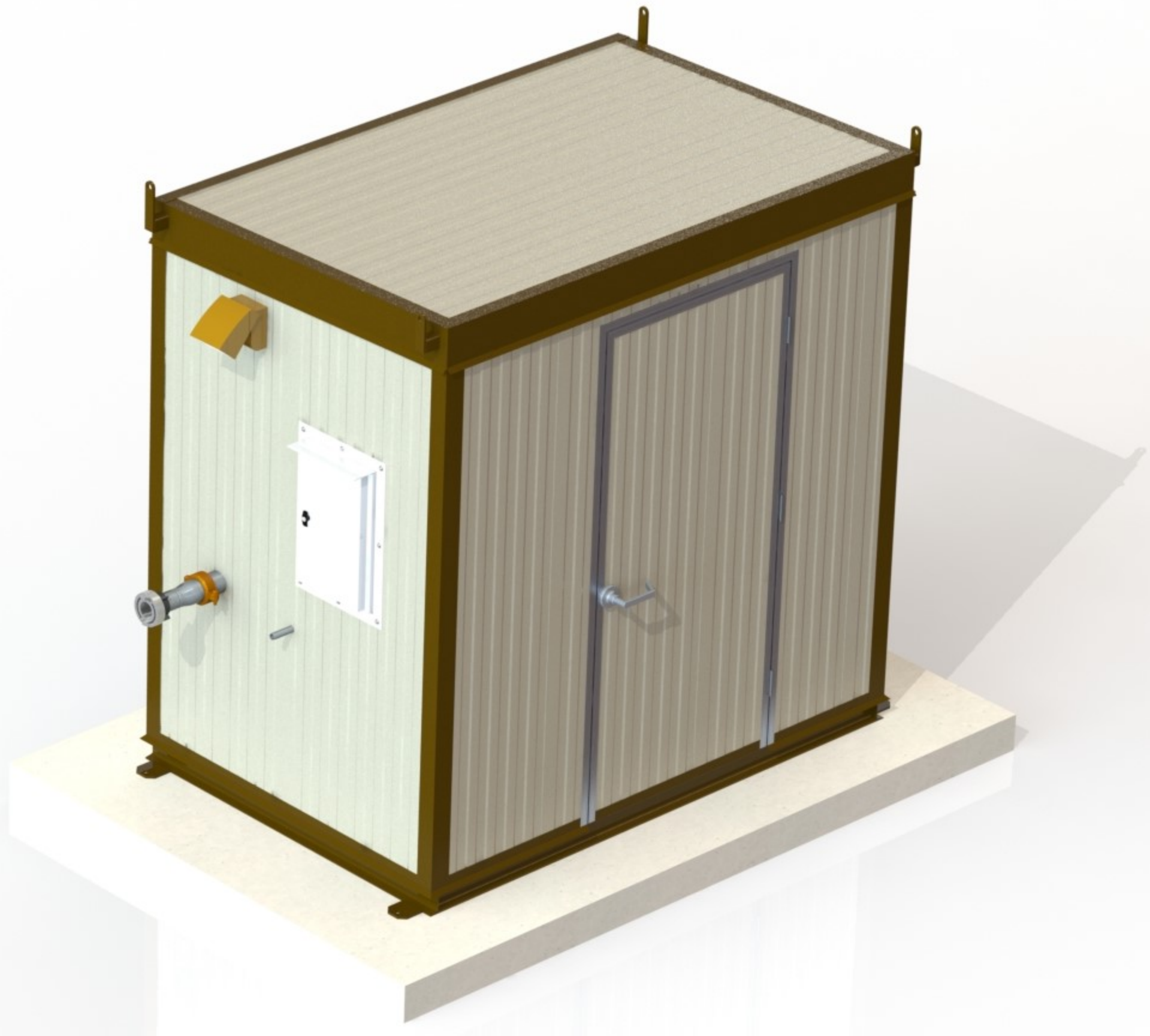
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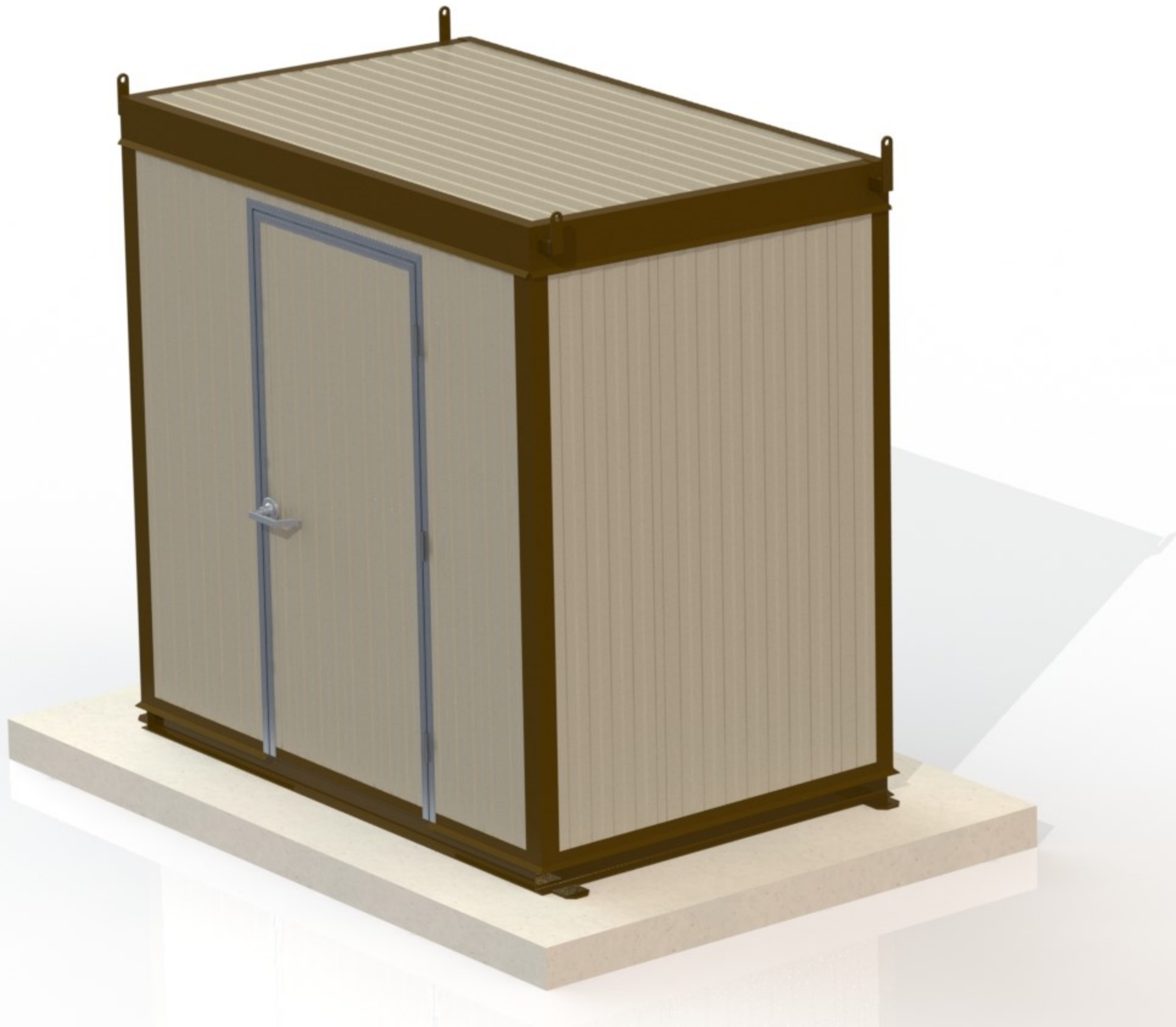


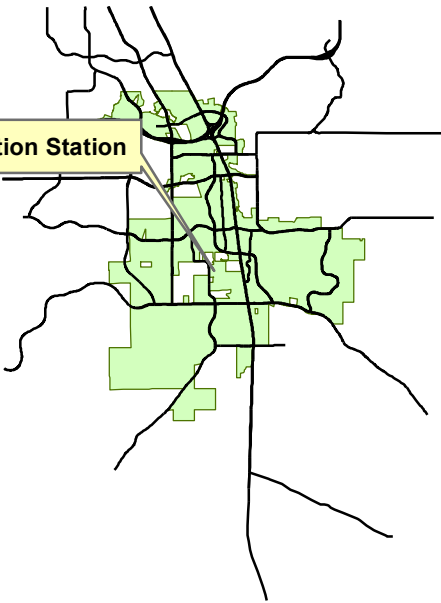
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												195183.67.5111	DRAWING NO.	
											ALL DIMENSIONS IN INCHES	2016-344-FULL ASSEMBLY-12		
													REV	1









Legend

- Town Boundary
- Property Boundary

Narrative:
 Parker Water and Sanitation District is proposing the construction of a bulk-potable water fill-station within an approximately 40 square-foot pre-fabricated building that will be located at 12010 Motsenbocker near the south property boundary of Salisbury Equestrian Park and east of the Town's Operations Maintenance Facility.

Planner:
 Carolyn Parkinson

Hearing Schedules:

Planning Commission:
 March 8, 2018

Town Council:
 March 19, 2018





Parker Water and Sanitation District
Easement Conveyance
Vicinity Map



ORDINANCE NO. 1.509, Series of 2018

TITLE: A BILL FOR AN ORDINANCE CONVEYING CERTAIN REAL PROPERTY BY EASEMENT TO PARKER WATER AND SANITATION DISTRICT FOR SALISBURY EQUESTRIAN PARK MINOR DEVELOPMENT

WHEREAS, the Town Council of the Town of Parker desires to convey certain real property to Parker Water and Sanitation District for Salisbury Equestrian Park Minor Development; and

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

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

Section 1. The Town Council of the Town of Parker hereby approves the Water Pipeline Easement Agreement by the Town of Parker conveying certain property to Parker Water and Sanitation District for Salisbury Equestrian Park Minor Development, which is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to execute the Easement Agreement on behalf of the Town.

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

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

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

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2018.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2018.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

EXHIBIT 1

WATER PIPELINE EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is dated this ____ day of _____, 2018, by THE TOWN OF PARKER, COLORADO (hereafter referred to as "Grantor"), having an address at 20120 E. Mainstreet, Parker, Colorado 80138, and THE PARKER WATER AND SANITATION DISTRICT (hereafter referred to as "Grantee"), a Colorado special district and political subdivision, having an address at 18100 E. Woodman Drive, Parker, Colorado 80134.

WHEREAS, Grantee desires to install water pipeline in certain real property owned by Grantor and situate in Douglas County, Colorado, which real property is more particularly described and depicted in **Exhibit A** attached hereto and incorporated herein (the "Easement Property"); and

WHEREAS, Grantor is willing to grant an easement to Grantee in the Easement Property for the aforesaid purposes, subject to the terms and provisions hereof.

NOW, THEREFORE, for good and valuable consideration to Grantor by Grantee, and for the additional consideration of the performance by the parties of the terms and conditions hereof, the receipt and adequacy of which are hereby acknowledged, Grantor does hereby grant to Grantee, and Grantee accepts from Grantor, the following Easement as hereinbelow set forth:

1. Grant of Easement. Grantor does hereby grant and convey to Grantee, its successors, assigns, lessees, licensees and agents, a nonexclusive perpetual easement upon, over, under, across and through the Easement Property for the purpose of Grantee's construction, reconstruction, operation, maintenance and removal of the water pipeline required by Grantee from time to time. Grantee shall have the right of ingress and egress over and across the adjacent lands of Grantor to and from the Easement Property as may be necessary in connection with Grantee's construction, reconstruction, operation, maintenance and removal of the water pipeline.
2. Covenants of Grantee. Grantee hereby represents, covenants and warrants in favor of Grantor and its successors and assigns as follows:

(A) Grantee shall protect the Easement Property and the adjacent lands of Grantor over which Grantee has rights of ingress and egress from damage caused in whole or in part by acts or omissions of Grantee, its employees, agents, contractors, subcontractors, assigns, lessees, licensees and agents. Grantee shall clean, cure and correct any such damage to any elements of the Easement Property or the above-referenced adjacent lands, including, but not limited to, all pavement, curbs, gutters, walks, streets, other utilities, structures and other improvements situate therein or thereon, and shall keep all of such property reasonably clean and clear of equipment, building materials, dirt, debris and similar materials. If Grantee fails to clean, cure or correct such damage within fourteen (14) days after notice thereof from Grantor, then Grantor may do so, at Grantee's expense;

(B) In all activities undertaken on property belonging to Grantor, Grantee and/or its employees, agents, contractors, subcontractors, successors, assigns, lessees and/or licensees shall conduct and construct all work in a good and workmanlike manner; and

(C) Grantee shall not cause or permit to be caused by any of its employees, agents, contractors, subcontractors, successors, assigns, lessees or licensees, any hazardous substances, as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1980 ("CERCLA"), pollutants or contaminants, as defined by CERCLA, or hazardous waste, as defined by the Resource Conservation and Recovery Act ("RCRA"), including, but not limited to, asbestos and/or urea formaldehyde, or any pollutants or toxic pollutants, as defined by the Clean Water Act and any amendments thereto, to be dumped, spilled, released, permanently stored, or deposited on, over or beneath the Easement Property. Any hazardous, toxic or flammable substances used by Grantee, its employees, agents, contractors, subcontractors, successors, assigns, lessees or licensees in the construction, reconstruction, operation, maintenance or removal of the water pipeline shall be utilized in a lawful manner and in compliance with all federal, state and local requirements relating to protection of health or the environment.

3. Grantor's Right of Relocation. In the event that the construction of any other utilities, roadways, or other improvements upon, over, under or across the Easement Property necessitates the relocation and/or encasement of the water pipeline, then Grantor shall, at its sole cost and expense, timely perform or cause the performance of such relocation and/or encasement of the water pipeline.

4. Indemnification of Grantor by Grantee. Grantee agrees, and hereby does, to the extent permitted by law, indemnify and hold harmless Grantor, any directors, officers employees and agents of Grantor, and any successors or assigns of Grantor, from any costs, expenses, damages, claims or demands incurred or asserted against Grantor as a result of or arising out of the activities of Grantee, its employees, agents, contractors, subcontractors, successors, assigns, lessees or licensees in the construction, reconstruction, operation, maintenance or removal of the water pipeline or otherwise relating to the Grantee's use of the Easement Property.

5. Miscellaneous.

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

(B) This Easement constitutes the entire agreement between the parties.

(C) This Easement shall be of no force and effect until the same is duly and validly executed by each of the parties hereto.

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

GRANTOR:

Town of Parker, Colorado

By: _____
Mike Waid, Mayor

ATTEST:

By: _____
Carol Baumgartner, Town Clerk

STATE OF COLORADO)
) ss
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by Mike Waid, Mayor of the Town of Parker, Colorado.

WITNESS my hand and official seal.

My commission expires: _____

GRANTEE:

Parker Water & Sanitation District,
a Colorado special district and political
subdivision.

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

ATTEST:

By: _____
Maleia Good, Engineering Secretary

Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by Ron R. Redd, P.E., District Manager of the Parker Water and Sanitation District.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT A

A PERMANENT EASEMENT, BEING A PORTION OF LOT 1, SALISBURY EQUESTRIAN PARK MINOR DEVELOPMENT, AS DEPICTED ON THAT MINOR DEVELOPMENT PLAT RECORDED AT RECEPTION NUMBER 2004061175 IN THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE LYING IN THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF AN EAST LINE OF THAT PARKER WATER AND SANITATION EASEMENT DESCRIBED IN THAT EASEMENT AGREEMENT RECORDED AT RECEPTION NUMBER 2004111189 IN SAID OFFICE AND A SOUTH LINE OF THAT PARKER WATER AND SANITATION EASEMENT DESCRIBED IN THAT EASEMENT AGREEMENT RECORDED AT RECEPTION NUMBER 2004088616 IN SAID OFFICE;

THENCE N88°52'41"E ALONG SAID SOUTH LINE, 125.00 FEET;

THENCE S00°19'14"E, 30.00 FEET;

THENCE S88°52'41"W, 125.00 FEET TO SAID EAST LINE;

THENCE N00°19'14"W ALONG SAID EAST LINE, 30.00 FEET TO THE **POINT OF BEGINNING**;

CONTAINING 3,750 SQUARE FEET OR 0.0861 ACRES, MORE OR LESS.

PREPARED BY FREDRICK L. EASTON, JR., PLS 37948
FOR AND ON BEHALF OF FARNSWORTH GROUP, INC.
5613 DTC PARKWAY, SUITE 1100
GREENWOOD VILLAGE, CO 80111



ILLUSTRATION FOR **EXHIBIT A**

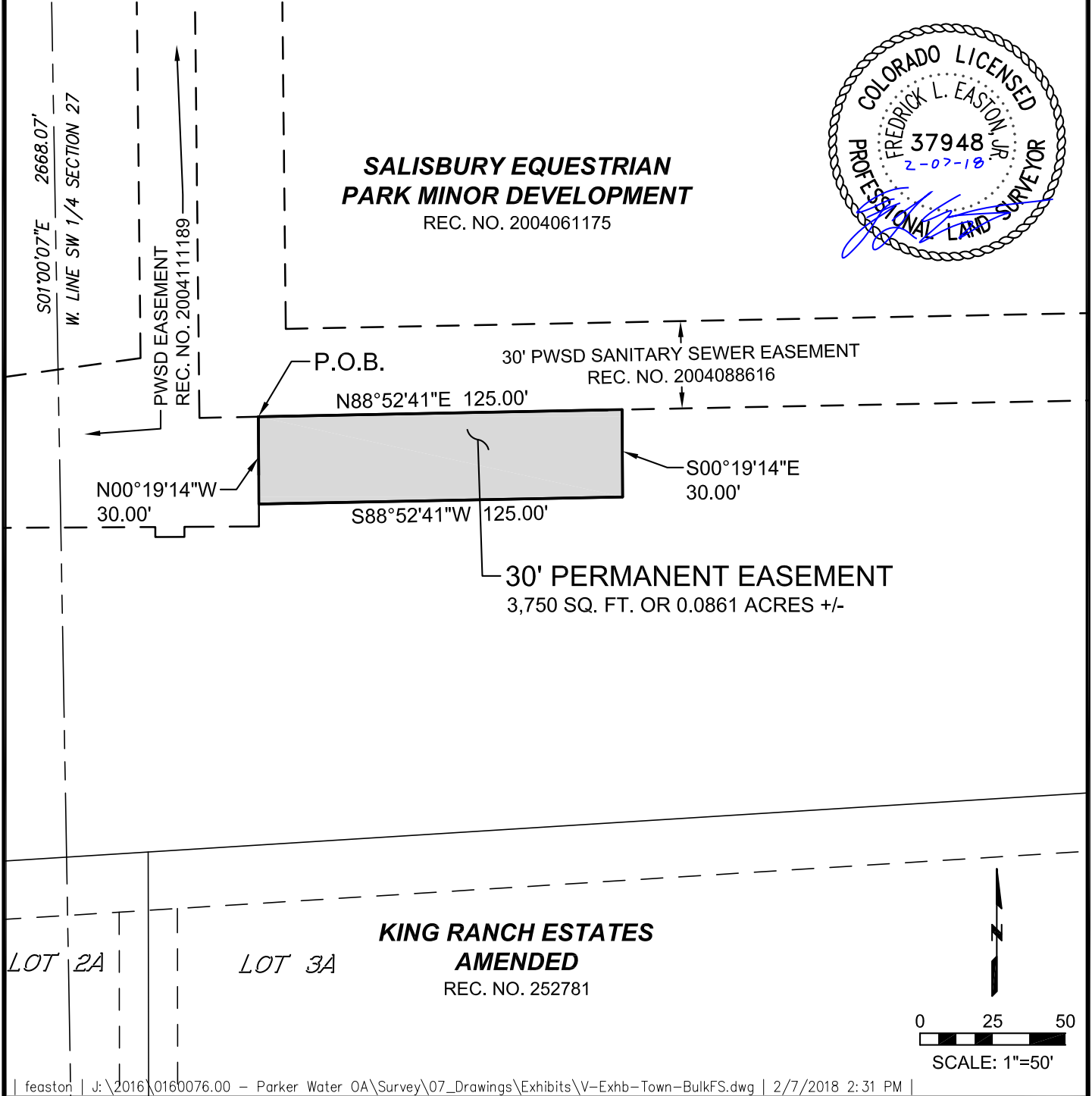
THIS EXHIBIT DOES NOT REPRESENT A
MONUMENTED SURVEY. IT IS INTENDED ONLY TO
DEPICT THE ATTACHED DESCRIPTION.
SECTION LINE DIMENSIONS AND CALCULATION
OF EXISTING PROPERTY BOUNDARIES ARE
BASED ON DEEDS & GIS LAND POSITIONS ONLY.

PAGE 1 OF 1

POC = POINT OF COMMENCEMENT
POB = POINT OF BEGINNING
PWSD = PARKER WATER & SANITATION DISTRICT

SALISBURY EQUESTRIAN PARK MINOR DEVELOPMENT

REC. NO. 2004061175



| feaston | J:\2016\0160076.00 - Parker Water 0A\Survey\07_Drawings\Exhibits\V-Exhb-Town-BulkFS.dwg | 2/7/2018 2:31 PM |

Farnsworth
GROUP
5613 DTC PARKWAY, SUITE 1100
GREENWOOD VILLAGE, COLORADO 80111
(303) 692-8838 / info@f-w.com

PARKER WATER AND SANITATION DISTRICT
TOWN OF PARKER
PERMANENT EASEMENT
SW 1/4 SECTION 27, TOWNSHIP 6 SOUTH,
RANGE 66 WEST, 6TH P.M. PARKER, CO

Project No: 0160076.00
Drawn by: FLE
Approved: FLE
Date: 02/07/2018
Revised:

1 OF 1



Request for Town Council Action

Date: March 19, 2018

Submitted By: Carolyn Parkinson, Planner I
Chris Hudson, Public Works Manager

Reviewed By: Michelle Kivela, Town Administrator

Title: **VILLAGE CENTER DRIVE RIGHT-OF-WAY PROPERTY
- Annexation**

Applicant: Town of Parker

Location: Generally located south of Lincoln Avenue and east of Jordan Road

Department: Community Development, Carolyn Parkinson
Engineering, Chris Hudson

TRAKit No.: ANX17-006

- (1) RESOLUTION NO. 18-024**
A Resolution to Set Forth the Town Council's Finding of Fact and Conclusions as the Eligibility of Village Center Drive Right-of-Way Property in Douglas County
- (2) ORDINANCE NO. 2.257 - Second Reading**
A Bill for an Ordinance Approving and Accomplishing the Annexation of Contiguous Unincorporated Territory Known as Village Center Drive Right-of-Way Property of Douglas County

EXECUTIVE SUMMARY

The Town proposes to annex the Village Center Drive right-of-way (ROW) located south of Lincoln Avenue and east of Jordan Road. The majority of the commercial parcels that take access from Village Center Drive are located within the Town's incorporated boundary. The Town accepted the ownership of this ROW from Douglas County in December 2017 and is responsible for maintenance.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Village Center Drive was constructed in the mid-1990s as part of the Stonegate mixed-use development in unincorporated Douglas County. During the early 2000s, the Town annexed three (3) of the four (4) commercial parcels that utilize Village Center Drive for access. The Town did not annex the roadway at that time.

Douglas County has had a long-standing request that Parker accept ownership and assume maintenance responsibility for Village Center Drive because most parcels that access the roadway are located within the Town's incorporated boundary. Staff requested repairs to the roadway as a condition of the Town accepting ownership and maintenance responsibility. In 2016, the County repaved Village Center Drive and completed the requested repairs. The Town subsequently accepted ownership of the roadway from the county in December 2017.

This proposal meets the statutory requirements for annexation into Parker and is consistent with the Parker 2035 Master Plan because it is located within the Town's Urban Growth Boundary.

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)

Develop a Visionary Community Through Balanced Growth

ATTACHMENTS

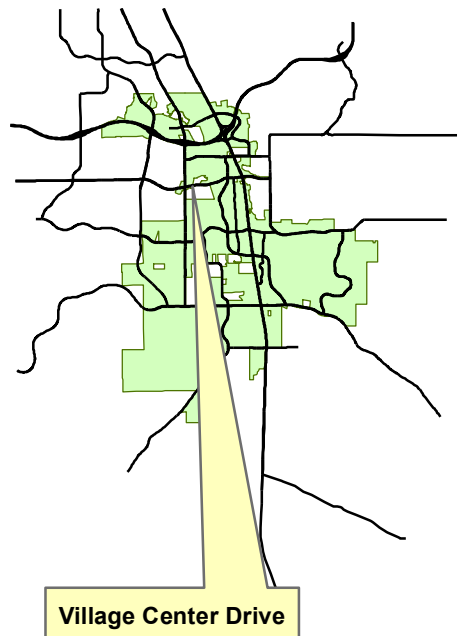
1. Vicinity Map Village Center Drive
2. Resolution No. 18-024
3. Ordinance 2.257
4. Final Village Center Drive Annexation Map

RECOMMENDED MOTION

I move to approve Resolution No. 18-024.

I move to approve Ordinance No. 2.257 on second reading.

Village Center Drive
Annexation
Case No ANX17-006



Legend

-  Town Boundary
-  Property Boundary

Narrative:
The Town proposes to annex Village Center Drive Right-of-Way (ROW) located south of Lincoln Avenue and east of Jordan Road.

Planner:
Carolyn Parkinson
Hearing Schedules:

Town Council:
1st reading March 5, 2018
2nd reading March 19, 2018



RESOLUTION NO. 18-024, Series of 2018

TITLE: A RESOLUTION TO SET FORTH TOWN COUNCIL'S FINDINGS OF FACT AND CONCLUSIONS AS TO THE ELIGIBILITY OF THE VILLAGE CENTER DRIVE PROPERTY FOR ANNEXATION INTO THE TOWN OF PARKER

WHEREAS, an annexation petition was filed with the Town Clerk requesting the annexation of certain unincorporated territory located in the County of Douglas and State of Colorado, otherwise known as the Village Center Property, and hereafter described in **Exhibit A**, which is attached hereto and made a part hereof;

WHEREAS, the Town Council of the Town of Parker, Colorado, found substantial compliance of said petition with Colo. Rev. Stat. § 31-12-107;

WHEREAS, the Town Council of the Town of Parker, Colorado, conducted a public hearing as required by law to determine the eligibility for annexation of that property described in attached Exhibit A;

WHEREAS, public notice of such public hearing was given as required by law;

WHEREAS, the public hearing on the said annexation petition was conducted in accordance with the requirements of the law; and

WHEREAS, pursuant to Colo. Rev. Stat. § 31-12-110, the Town Council, sitting as the governing body of the Town of Parker, Colorado, is required to set forth its findings of fact and its conclusion as to the eligibility of that property described in attached Exhibit A for annexation to the Town of Parker.

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

Section 1. A service plan for that area encompassing the property described in attached Exhibit A has been adopted by the Town Council pursuant to Colo. Rev. Stat. § 31-12-105(1)(e).

Section 2. Not less than one-sixth (1/6th) of the perimeter of the area proposed to be annexed as described in attached Exhibit A is contiguous with the existing boundaries of the Town of Parker as required by law.

Section 3. A community of interest exists between the area proposed to be annexed as described in attached Exhibit A and the Town of Parker, and the area will be urbanized in the near future.

Section 4. The area proposed to be annexed is described in attached Exhibit A and is integrated or is capable of being integrated within the Town of Parker.

Section 5. The limitations of the Municipal Annexation Act and the Constitution of the State of Colorado do not prevent the annexation of the subject property or any part thereof since:

a. No land in the territory to be annexed which is held in identical ownership and consists of either a single tract or parcel, or two or more contiguous tracts or parcels, has been divided or a portion thereof excluded for the area to be annexed without the written consent of the owners thereof;

b. No land in the territory to be annexed which is held in identical ownership and comprises twenty (20) or more acres, having an assessed valuation for ad valorem tax purposes in excess of \$200,000.00 in the year next preceding the annexation, has been included in the area to be annexed without the written consent of the landowners;

c. No proceedings have been commenced by another municipality for the annexation of all or part of the territory to be annexed by the Town of Parker; and

d. The annexation will not result in the detachment of the area from the school district in which it is currently located.

Section 6. The petition(s) for the annexation of that real estate described in attached Exhibit A meet the requirements of law and are in proper order for annexation for the property proposed to be annexed as described in attached Exhibit A.

Section 7. No election is required pursuant to Colo. Rev. Stat. § 31-12-107(2) or any other law of the State of Colorado or the Town of Parker.

Section 8. The proposed annexation will not have the effect of extending a municipal boundary more than three (3) miles in any direction from any point of the Town boundary in any one year.

Section 9. The entire width of any street or alley to be annexed is included within the annexation.

Section 10. The property described in the attached Exhibit A is eligible for annexation to the Town of Parker and all requirements of law have been met for such annexation, including the requirements of Colo. Rev. Stat. §§ 31-12-104 and 31-12-105, as amended.

Section 11. An ordinance annexing that property described in attached Exhibit A to the Town of Parker shall be considered by this Town Council pursuant to Colo. Rev. Stat. § 31-12-111.

RESOLVED AND PASSED this ____ day of _____, 2018.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

ORDINANCE NO. 2.257, Series of 2018

TITLE: A BILL FOR AN ORDINANCE APPROVING AND ACCOMPLISHING THE ANNEXATION OF CONTIGUOUS UNINCORPORATED TERRITORY KNOWN AS THE VILLAGE CENTER DRIVE PROPERTY LOCATED IN DOUGLAS COUNTY

WHEREAS, pursuant to the laws of the State of Colorado, there was presented to and filed with the Town Council of the Town of Parker, Colorado, a written petition for annexation to and by the Town of Parker, Colorado, of that property described in attached **Exhibit A**, being contiguous unincorporated territory, situated, lying, and being in the County of Douglas, State of Colorado; and

WHEREAS, the Town Council of the Town of Parker, Colorado has conducted a public hearing as required by law to determine the eligibility for annexation of that property described in attached Exhibit A; and

WHEREAS, the Town Council of the Town of Parker, Colorado, has satisfied itself concerning the eligibility for annexation of that property described on attached Exhibit A, and concerning the conformance of the proposed annexation to the applicable law and the annexation policy of the Town of Parker, Colorado.

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

Section 1. The annexation by and to the Town of Parker, State of Colorado, of that property described in attached Exhibit A, situated, lying and being in the County of Douglas, State of Colorado, meets all requirements of law and the annexation policy of the Town of Parker and, therefore, said annexation is hereby approved and made effective.

Section 2. The owner(s) of more than fifty percent (50%) of the property described in attached Exhibit A has petitioned for annexation.

Section 3. No simultaneous rezoning of the above-described property is required pursuant to Section 15.9 of the Home Rule Charter for the Town of Parker because the above-described property consists solely of right-of-way.

Section 4. Upon the effective date of this Annexation Ordinance, all lands within the area to be annexed shall become subject to the municipal laws of the State of Colorado pertaining to towns, and to all ordinances, resolutions, rules and regulations of the Town of Parker.

Section 5. Considering all of the foregoing, and based on the conviction that annexation of this property to the Town of Parker will serve the best interest of the Town of Parker and the owner(s) of the territory to be annexed, the unincorporated territory described in **Exhibit A**, which is attached hereto and made a part hereof, is hereby annexed to the Town of Parker, Colorado.

Section 6. The Town Clerk shall file, for recording, one (1) certified copy of the Annexation Ordinance and one (1) copy of the Annexation Map with the Clerk and Recorder of the County of Douglas, State of Colorado.

Section 7. The Annexation Map showing the boundaries of the newly-annexed territory, as above described, shall be kept on file in the office of the Douglas County Clerk and Recorder.

Section 8. The Town Clerk shall file one (1) certified copy of the Annexation Ordinance and one (1) copy of the Annexation Map with the Division of Local Governments of the Department of Local Affairs.

Section 9. 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 10. This annexation shall become effective within ten (10) days of the publication date of this Ordinance, except for the purpose of general taxation, and for such purposes it shall become effective on January 1st of the next succeeding year following passage of this Ordinance.

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2018.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2018.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

EXHIBIT A

Legal Description

A PARCEL OF LAND BEING ALL OF VILLAGE CENTER DRIVE, STONEGATE FILING NO. 17, RECORDED AT RECEPTION NO. 9517106 AND STONEGATE FILING NO. 19, RECORDED AT RECEPTION NO. 9537419, BOTH IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER, LOCATED IN THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, ADDITIONALLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 16;

THENCE ALONG THE WESTERLY LINE OF SAID NORTHWEST QUARTER SOUTH 01°42'36" EAST, A DISTANCE OF 1587.19 FEET;

THENCE NORTH 88°17'24" EAST, A DISTANCE OF 60.00 FEET TO THE SOUTHWEST CORNER OF SAID VILLAGE CENTER DRIVE AND THE **POINT OF BEGINNING**;

THENCE ALONG THE RIGHT-OF-WAY LINES OF SAID VILLAGE CENTER DRIVE THE FOLLOWING (18) COURSES:

1. NORTH 01°42'36" WEST, A DISTANCE OF 161.32 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 50.00 FEET;
2. THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 99°38'14", AN ARC LENGTH OF 86.95 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 270.00 FEET;
3. THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°21'01", AN ARC LENGTH OF 58.20 FEET;
4. THENCE TANGENT TO SAID CURVE NORTH 66°18'09" EAST, A DISTANCE OF 192.14 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 330.00 FEET;
5. THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14°49'56", AN ARC LENGTH OF 85.43 FEET;
6. THENCE TANGENT TO SAID CURVE NORTH 81°08'05" EAST, A DISTANCE OF 39.29 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 195.00 FEET;
7. THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 92°58'04", AN ARC LENGTH OF 316.41 FEET;
8. THENCE TANGENT TO SAID CURVE NORTH 11°49'59" WEST, A DISTANCE OF 11.72 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 50.00 FEET;
9. THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 78.54 FEET TO THE SOUTHERLY LINE OF TRACT B SAID STONEGATE FILING NO. 19;
10. THENCE NON-TANGENT TO SAID CURVE ALONG SAID SOUTHERLY LINE NORTH 78°10'01" EAST, A DISTANCE OF 160.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 50.00 FEET;

11. THENCE DEPARTING SAID SOUTHERLY LINE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 78.54 FEET;
12. THENCE TANGENT TO SAID CURVE SOUTH 11°49'59" EAST, A DISTANCE OF 11.72 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 255.00 FEET;
13. THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 92°58'04", AN ARC LENGTH OF 413.76 FEET;
14. THENCE TANGENT TO SAID CURVE SOUTH 81°08'05" WEST, A DISTANCE OF 39.29 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 270.00 FEET;
15. THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14°49'56", AN ARC LENGTH OF 69.90 FEET;
16. THENCE TANGENT TO SAID CURVE SOUTH 66°18'09" WEST, A DISTANCE OF 192.14 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 330.00 FEET;
17. THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16°25'32", AN ARC LENGTH OF 94.60 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 50.00 FEET;
18. THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 84°26'17", AN ARC LENGTH OF 73.69 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 1.241 ACRES, (54,059 SQUARE FEET), MORE OR LESS.

VILLAGE CENTER DRIVE

ANNEXATION TO THE TOWN OF PARKER

LOCATED IN THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
COUNTY OF DOUGLAS, STATE OF COLORADO

ANNEXATION AREA = 1.241 ACRES

LEGAL DESCRIPTION

A PARCEL OF LAND BEING ALL OF VILLAGE CENTER DRIVE, STONEGATE FILING NO. 17, RECORDED AT RECEPTION NO. 9517106 AND STONEGATE FILING NO. 19, RECORDED AT RECEPTION NO. 9537419, BOTH IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER, LOCATED IN THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, ADDITIONALLY DESCRIBED AS FOLLOWS:

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- NORTH 01°42'36" WEST, A DISTANCE OF 161.32 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 50.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 88°17'24" EAST;
- SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 99°38'14", AN ARC LENGTH OF 86.95 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 270.00 FEET;
- EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°21'01", AN ARC LENGTH OF 58.20 FEET;
- TANGENT TO SAID CURVE NORTH 66°18'09" EAST, A DISTANCE OF 192.14 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 330.00 FEET;
- EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14°49'56", AN ARC LENGTH OF 85.43 FEET;
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- NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 92°58'04", AN ARC LENGTH OF 316.41 FEET;
- TANGENT TO SAID CURVE NORTH 11°49'59" WEST, A DISTANCE OF 11.72 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 50.00 FEET;
- NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 78.54 FEET TO THE SOUTHERLY LINE OF TRACT B SAID STONEGATE FILING NO. 19;
- NON-TANGENT TO SAID CURVE ALONG SAID SOUTHERLY LINE NORTH 78°10'01" EAST, A DISTANCE OF 160.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 50.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 11°49'59" EAST;
- DEPARTING SAID SOUTHERLY LINE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 78.54 FEET;
- TANGENT TO SAID CURVE SOUTH 11°49'59" EAST, A DISTANCE OF 11.72 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 255.00 FEET;
- SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 92°58'04", AN ARC LENGTH OF 413.76 FEET;
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- WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14°49'56", AN ARC LENGTH OF 69.90 FEET;
- TANGENT TO SAID CURVE SOUTH 66°18'09" WEST, A DISTANCE OF 192.14 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 330.00 FEET;
- WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16°25'32", AN ARC LENGTH OF 94.60 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 50.00 FEET;
- SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 84°26'17", AN ARC LENGTH OF 73.69 FEET TO THE POINT OF BEGINNING.

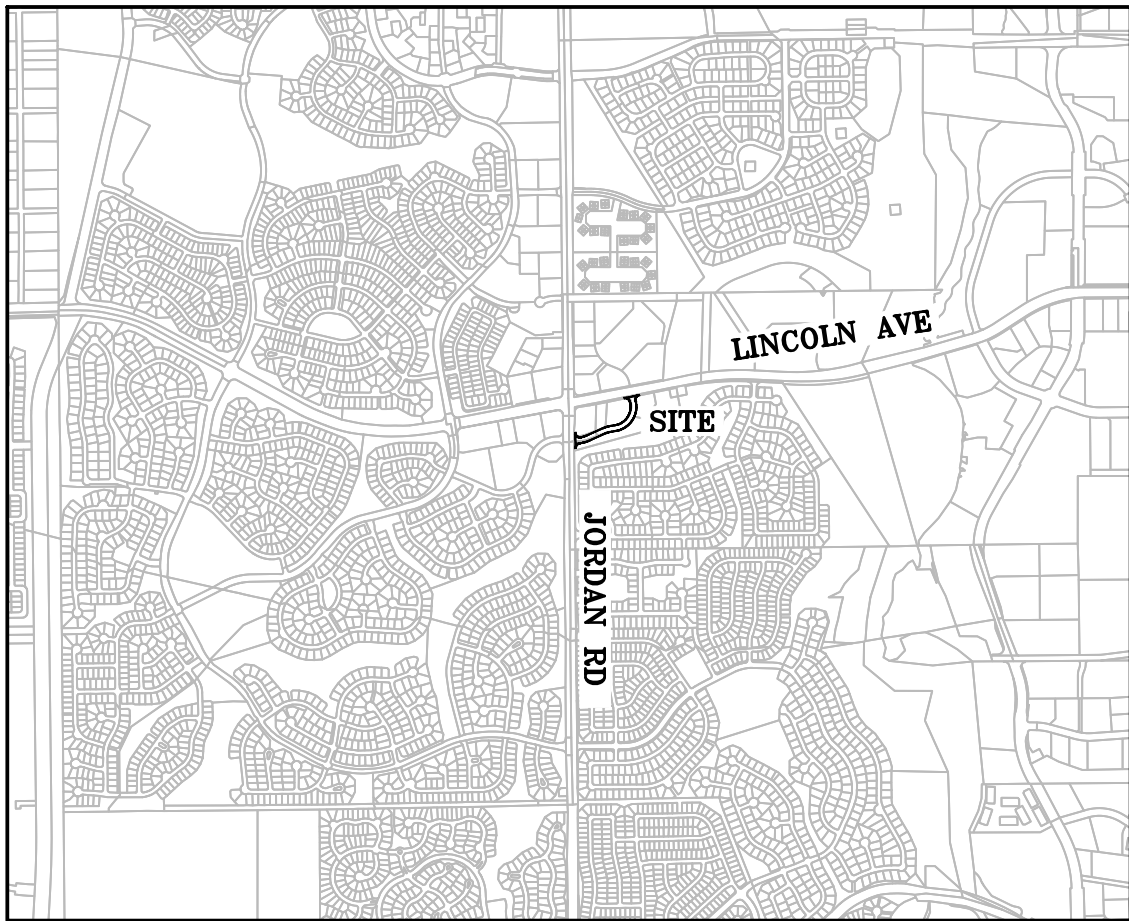
CONTAINING AN AREA OF 1.241 ACRES, (54,059 SQUARE FEET), MORE OR LESS.

NOTES

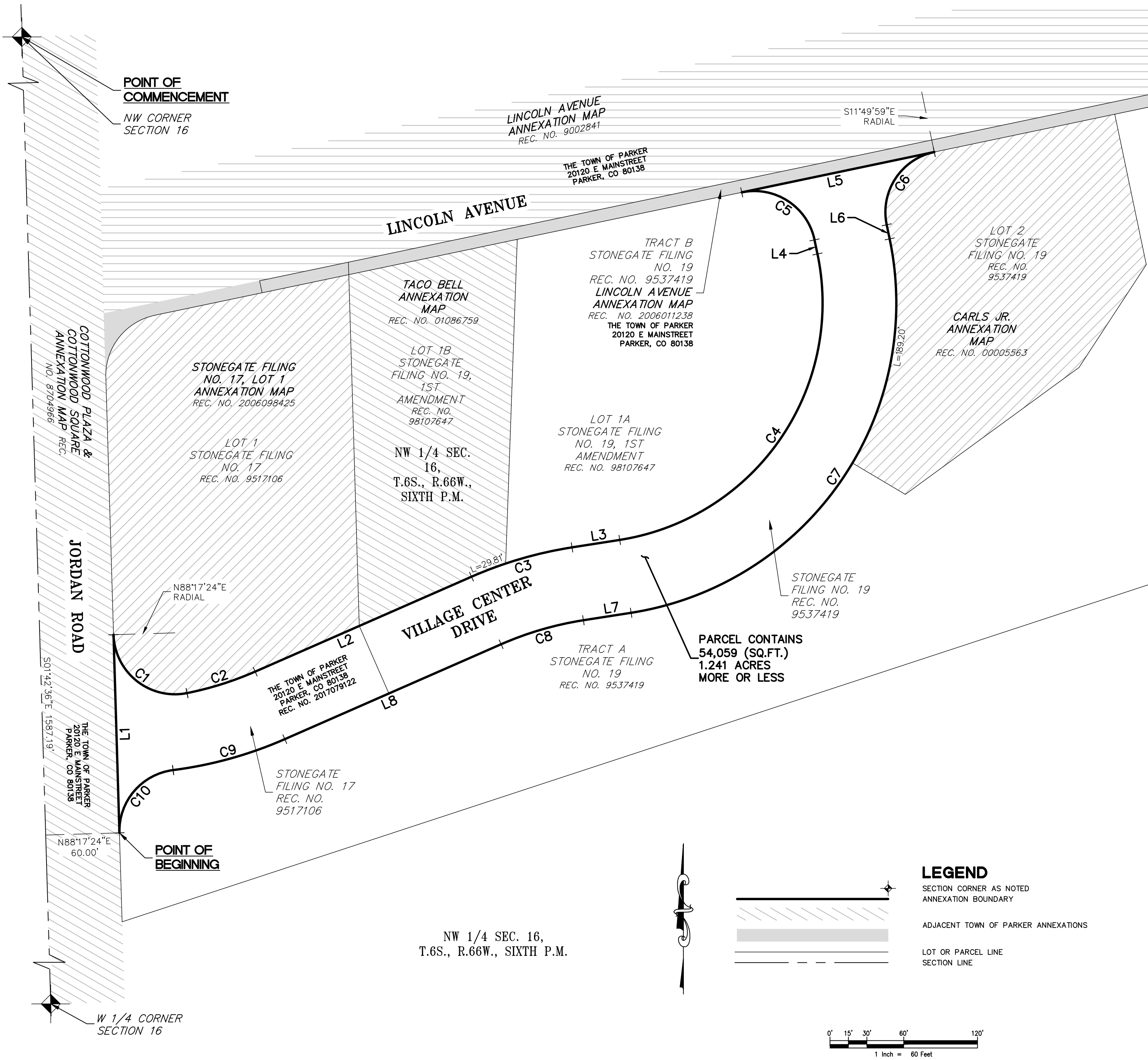
- BASIS OF BEARINGS:
BEARINGS ARE BASED UPON THE RECORDED PLAT OF STONEGATE FILING NO. 17 WITH THE WESTERLY LINE OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN BEARING SOUTH 01°42'36" EAST.
- DISTANCES SHOWN HEREON ARE GROUND DISTANCES IN U.S. SURVEY FEET UNITS.
- PER THE STATE OF COLORADO BOARD OF LICENSURE FOR ARCHITECTS, PROFESSIONAL ENGINEERS, AND PROFESSIONAL LAND SURVEYORS RULE 6.2.2 THE WORD "CERTIFY" AS USED HEREON MEANS AN EXPRESSION OF PROFESSIONAL OPINION AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED.
- THIS ANNEXATION MAP WAS PREPARED IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE IN DOUGLAS COUNTY, COLORADO, TO THE BEST OF MY INFORMATION, KNOWLEDGE, AND BELIEF.
- THIS ANNEXATION MAP HAS BEEN PREPARED FROM RECORD INFORMATION AND DOES NOT REPRESENT A MONUMENTED LAND SURVEY.

LINE TABLE		
LINE	BEARING	LENGTH
L1	N01°42'36"W	161.32'
L2	N66°18'09"E	192.14'
L3	N81°08'05"E	39.29'
L4	N11°49'59"W	11.72'
L5	N78°10'01"E	160.00'
L6	S11°49'59"E	11.72'
L7	S81°08'05"W	39.29'
L8	S66°18'09"W	192.14'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	99°38'14"	50.00'	86.95'
C2	12°21'01"	270.00'	58.20'
C3	14°49'56"	330.00'	85.43'
C4	92°58'04"	195.00'	316.41'
C5	90°00'00"	50.00'	78.54'
C6	90°00'00"	50.00'	78.54'
C7	92°58'04"	255.00'	413.76'
C8	14°49'56"	270.00'	69.90'
C9	16°25'32"	330.00'	94.60'
C10	84°26'17"	50.00'	73.69'



VICINITY MAP
SCALE: 1" = 2000'



OWNER

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

CONTIGUITY

TOTAL PERIMETER = 2,163.64'
CONTIGUOUS PERIMETER = 967.88'
1/6 PERIMETER = 360.61'
TOTAL AREA = 1.241 ACRES±

ACCEPTANCE

ACCEPTED BY THE PARKER TOWN COUNCIL THIS _____ DAY OF _____, 2018.

MAYOR, TOWN OF PARKER

ATTEST: TOWN CLERK

SURVEYOR'S CERTIFICATE

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



DEAN E. CATES
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR No. 22561
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.

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

CLERK AND RECORDER'S CERTIFICATE

STATE OF COLORADO)
SECTION CORNER AS NOTED) SS
COUNTY OF DOUGLAS)

I HEREBY CERTIFY THAT THIS PLAT WAS FILED IN MY OFFICE ON THIS _____ DAY OF _____, 2018 A.D., AT _____

A.M./P.M. AND WAS RECORDED AT _____

RECEPTION NO. _____

COUNTY CLERK AND RECORDER

SCALE 1"=60'	TOWN DEC	DATE 02/20/18
REVISION DESCRIPTION		
BY		
DATE		
VILLAGE CENTER DRIVE ANNEXATION TO THE TOWN OF PARKER DOUGLAS COUNTY, COLORADO PREPARED FOR THE TOWN OF PARKER 20120 EAST MAINSTREET, PARKER, CO 80138		
AZTEC CONSULTANTS, INC. 300 East Mineral Ave., Suite 1 Littleton, Colorado 80122 Phone: (303) 713-1898 Fax: (303) 713-1897 www.aztecconsultants.com		
SHEET 1 OF 1 SHEETS 24917-19 JOB NO.		



Request for Town Council Action

Date: March 19, 2018

Submitted By: Carolyn Parkinson, Planner I
Chris Hudson, Public Works Manager

Reviewed By: Michelle Kivela, Town Administrator

Title: **HEIRLOOM PARKWAY SERIAL I AND SERIAL II
RIGHT-OF-WAY PROPERTY - Annexation**

Applicant: Town of Parker

Location: Generally located north of Hess Road
and west of Chambers Road

Department: Community Development, Carolyn
Parkinson
Engineering, Chris Hudson

TRAKiT No. ANX17-004 and ANX17-005

- (1) **RESOLUTION NO. 18-022**
A Resolution to Set Forth Town Council's Findings of Fact and Conclusions as to the Eligibility of the Heirloom Parkway Serial I Right-of-Way Property for Annexation into the Town of Parker
- (2) **ORDINANCE NO. 2.255 - Second Reading**
A Bill for an Ordinance Approving and Accomplishing the Annexation of Contiguous Unincorporated Territory Known as the Heirloom Parkway Property Serial I Located in Douglas County
- (3) **RESOLUTION NO. 18-023**
A Resolution to Set Forth Town Council's Findings of Fact and Conclusions as to the Eligibility of Heirloom Parkway Serial II Right-of-Way Property for Annexation into the Town of Parker

**(4) ORDINANCE NO. 2.256 - Second Reading
A Bill for an Ordinance Approving and Accomplishing
the Annexation of Contiguous Unincorporated
Territory Known as the Heirloom Parkway Property
Serial II Located in Douglas County**

EXECUTIVE SUMMARY

The Town proposes to annex Heirloom Parkway right-of-way (ROW) between Hess Road and Chambers Road. The Town has owned and maintained this roadway since it was accepted from the developer in 2016. To meet statutory requirements for contiguity a serial annexation that is done in two sections is required. Serial I is located between the Town boundary and a point approximately 109 feet north of the intersection of Heirloom Parkway and Hess Road. Serial II is the remaining 109-foot section of Heirloom Parkway. Approval of Serial I and Serial II will allow for annexation of the full length of Heirloom Parkway into the Town.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Heirloom Parkway ROW was acquired by the developer from Parker Water and Sanitation District (PWSD) to serve the Heirloom residential development in 2012. Heirloom Parkway was constructed by the developer and dedicated to the Town in 2016. Staff proposes to annex the roadway into the Town since it is owned and maintained by the Town.

This action is consistent with the Parker 2035 Master Plan because it is located within the Town's Urban Growth Boundary, which was amended in 2016 in anticipation of future annexation.

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)



ATTACHMENTS

1. Vicinity Map Heirloom Parkway Serial I
2. Resolution 18-022
3. Ordinance No. 2.255
4. Heirloom Pkwy Serial I Annex Map
5. Vicinity Map Heirloom Parkway Serial II
6. Resolution 18-023
7. Ordinance No. 2.256
8. Heirloom Pkwy Serial II Annex Map

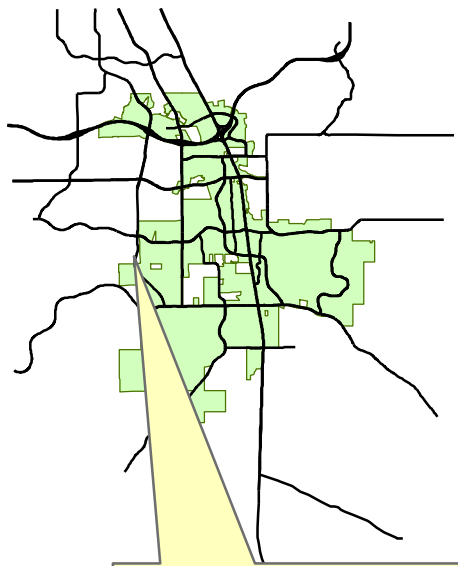
RECOMMENDED MOTION

I move to approve Resolution No. 18-022.

I move to approve Ordinance No. 2.255 on second reading.

I move to approve Resolution No. 18-023.

I move to approve Ordinance No. 2.256 on second reading.



Legend

-  Town Boundary
-  Property Boundary

Narrative:

The Town proposes to annex a portion of Heirloom Parkway Right-of-Way (ROW) between Hess and Chambers Roads.

Planner:

Carolyn Parkinson
Hearing Schedules:

Town Council:

1st reading March 5, 2018
2nd reading March 19, 2018



Heirloom Parkway Serial I

Text

HESS RD

CHAMBERS RD



RESOLUTION NO. 18-022, Series of 2018

TITLE: A RESOLUTION TO SET FORTH TOWN COUNCIL'S FINDINGS OF FACT AND CONCLUSIONS AS TO THE ELIGIBILITY OF THE HEIRLOOM PARKWAY SERIAL I PROPERTY FOR ANNEXATION INTO THE TOWN OF PARKER

WHEREAS, an annexation petition was filed with the Town Clerk requesting the annexation of certain unincorporated territory located in the County of Douglas and State of Colorado, otherwise known as the Heirloom Parkway Serial I Property, and hereafter described in **Exhibit A**, which is attached hereto and made a part hereof;

WHEREAS, the Town Council of the Town of Parker, Colorado, found substantial compliance of said petition with Colo. Rev. Stat. § 31-12-107;

WHEREAS, the Town Council of the Town of Parker, Colorado, conducted a public hearing as required by law to determine the eligibility for annexation of that property described in attached Exhibit A;

WHEREAS, public notice of such public hearing was given as required by law;

WHEREAS, the public hearing on the said annexation petition was conducted in accordance with the requirements of the law; and

WHEREAS, pursuant to Colo. Rev. Stat. § 31-12-110, the Town Council, sitting as the governing body of the Town of Parker, Colorado, is required to set forth its findings of fact and its conclusion as to the eligibility of that property described in attached Exhibit A for annexation to the Town of Parker.

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

Section 1. A service plan for that area encompassing the property described in attached Exhibit A has been adopted by the Town Council pursuant to Colo. Rev. Stat. § 31-12-105(1)(e).

Section 2. Not less than one-sixth (1/6th) of the perimeter of the area proposed to be annexed as described in attached Exhibit A is contiguous with the existing boundaries of the Town of Parker as required by law.

Section 3. A community of interest exists between the area proposed to be annexed as described in attached Exhibit A and the Town of Parker, and the area will be urbanized in the near future.

Section 4. The area proposed to be annexed is described in attached Exhibit A and is integrated or is capable of being integrated within the Town of Parker.

Section 5. The limitations of the Municipal Annexation Act and the Constitution of the State of Colorado do not prevent the annexation of the subject property or any part thereof since:

a. No land in the territory to be annexed which is held in identical ownership and consists of either a single tract or parcel, or two or more contiguous tracts or parcels, has been divided or a portion thereof excluded for the area to be annexed without the written consent of the owners thereof;

b. No land in the territory to be annexed which is held in identical ownership and comprises twenty (20) or more acres, having an assessed valuation for ad valorem tax purposes in excess of \$200,000.00 in the year next preceding the annexation, has been included in the area to be annexed without the written consent of the landowners;

c. No proceedings have been commenced by another municipality for the annexation of all or part of the territory to be annexed by the Town of Parker; and

d. The annexation will not result in the detachment of the area from the school district in which it is currently located.

Section 6. The petition(s) for the annexation of that real estate described in attached Exhibit A meet the requirements of law and are in proper order for annexation for the property proposed to be annexed as described in attached Exhibit A.

Section 7. No election is required pursuant to Colo. Rev. Stat. § 31-12-107(2) or any other law of the State of Colorado or the Town of Parker.

Section 8. The proposed annexation will not have the effect of extending a municipal boundary more than three (3) miles in any direction from any point of the Town boundary in any one year.

Section 9. The entire width of any street or alley to be annexed is included within the annexation.

Section 10. The property described in the attached Exhibit A is eligible for annexation to the Town of Parker and all requirements of law have been met for such annexation, including the requirements of Colo. Rev. Stat. §§ 31-12-104 and 31-12-105, as amended.

Section 11. An ordinance annexing that property described in attached Exhibit A to the Town of Parker shall be considered by this Town Council pursuant to Colo. Rev. Stat. § 31-12-111.

RESOLVED AND PASSED this ____ day of _____, 2018.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

ORDINANCE NO. 2.255, Series of 2018

TITLE: A BILL FOR AN ORDINANCE APPROVING AND ACCOMPLISHING THE ANNEXATION OF CONTIGUOUS UNINCORPORATED TERRITORY KNOWN AS THE HEIRLOOM PARKWAY PROPERTY SERIAL I LOCATED IN DOUGLAS COUNTY

WHEREAS, pursuant to the laws of the State of Colorado, there was presented to and filed with the Town Council of the Town of Parker, Colorado, a written petition for annexation to and by the Town of Parker, Colorado, of that property described in attached **Exhibit A**, being contiguous unincorporated territory, situated, lying, and being in the County of Douglas, State of Colorado; and

WHEREAS, the Town Council of the Town of Parker, Colorado has conducted a public hearing as required by law to determine the eligibility for annexation of that property described in attached Exhibit A; and

WHEREAS, the Town Council of the Town of Parker, Colorado, has satisfied itself concerning the eligibility for annexation of that property described on attached Exhibit A, and concerning the conformance of the proposed annexation to the applicable law and the annexation policy of the Town of Parker, Colorado.

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

Section 1. The annexation by and to the Town of Parker, State of Colorado, of that property described in attached Exhibit A, situated, lying and being in the County of Douglas, State of Colorado, meets all requirements of law and the annexation policy of the Town of Parker and, therefore, said annexation is hereby approved and made effective.

Section 2. The owner(s) of more than fifty percent (50%) of the property described in attached Exhibit A has petitioned for annexation.

Section 3. No simultaneous rezoning of the above-described property is required pursuant to Section 15.9 of the Home Rule Charter for the Town of Parker because the above-described property consists solely of right-of-way.

Section 4. Upon the effective date of this Annexation Ordinance, all lands within the area to be annexed shall become subject to the municipal laws of the State of Colorado pertaining to towns, and to all ordinances, resolutions, rules and regulations of the Town of Parker.

Section 5. Considering all of the foregoing, and based on the conviction that annexation of this property to the Town of Parker will serve the best interest of the Town of Parker and the owner(s) of the territory to be annexed, the unincorporated territory described in **Exhibit A**, which is attached hereto and made a part hereof, is hereby annexed to the Town of Parker, Colorado.

Section 6. The Town Clerk shall file, for recording, one (1) certified copy of the Annexation Ordinance and one (1) copy of the Annexation Map with the Clerk and Recorder of the County of Douglas, State of Colorado.

Section 7. The Annexation Map showing the boundaries of the newly-annexed territory, as above described, shall be kept on file in the office of the Douglas County Clerk and Recorder.

Section 8. The Town Clerk shall file one (1) certified copy of the Annexation Ordinance and one (1) copy of the Annexation Map with the Division of Local Governments of the Department of Local Affairs.

Section 9. 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 10. This annexation shall become effective within ten (10) days of the publication date of this Ordinance, except for the purpose of general taxation, and for such purposes it shall become effective on January 1st of the next succeeding year following passage of this Ordinance.

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2018.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2018.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

EXHIBIT A

Legal Description

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SAID SECTION 30;

THENCE ALONG THE EASTERLY LINE OF SAID NORTHWEST QUARTER NORTH 00°26'47" WEST, A DISTANCE OF 815.24 FEET TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF HEIRLOOM PARKWAY RECORDED AT RECEPTION NUMBER 2011071755 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE, THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 486.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 73°05'39" WEST, AND THE POINT OF BEGINNING;

THENCE ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE THE FOLLOWING (3) COURSES:

1. SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 30°01'59", AN ARC LENGTH OF 254.75 FEET;
2. TANGENT TO SAID CURVE SOUTH 46°56'20" WEST, A DISTANCE OF 214.47 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 414.00 FEET;
3. SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 35°41'29", AN ARC LENGTH OF 257.89 FEET;

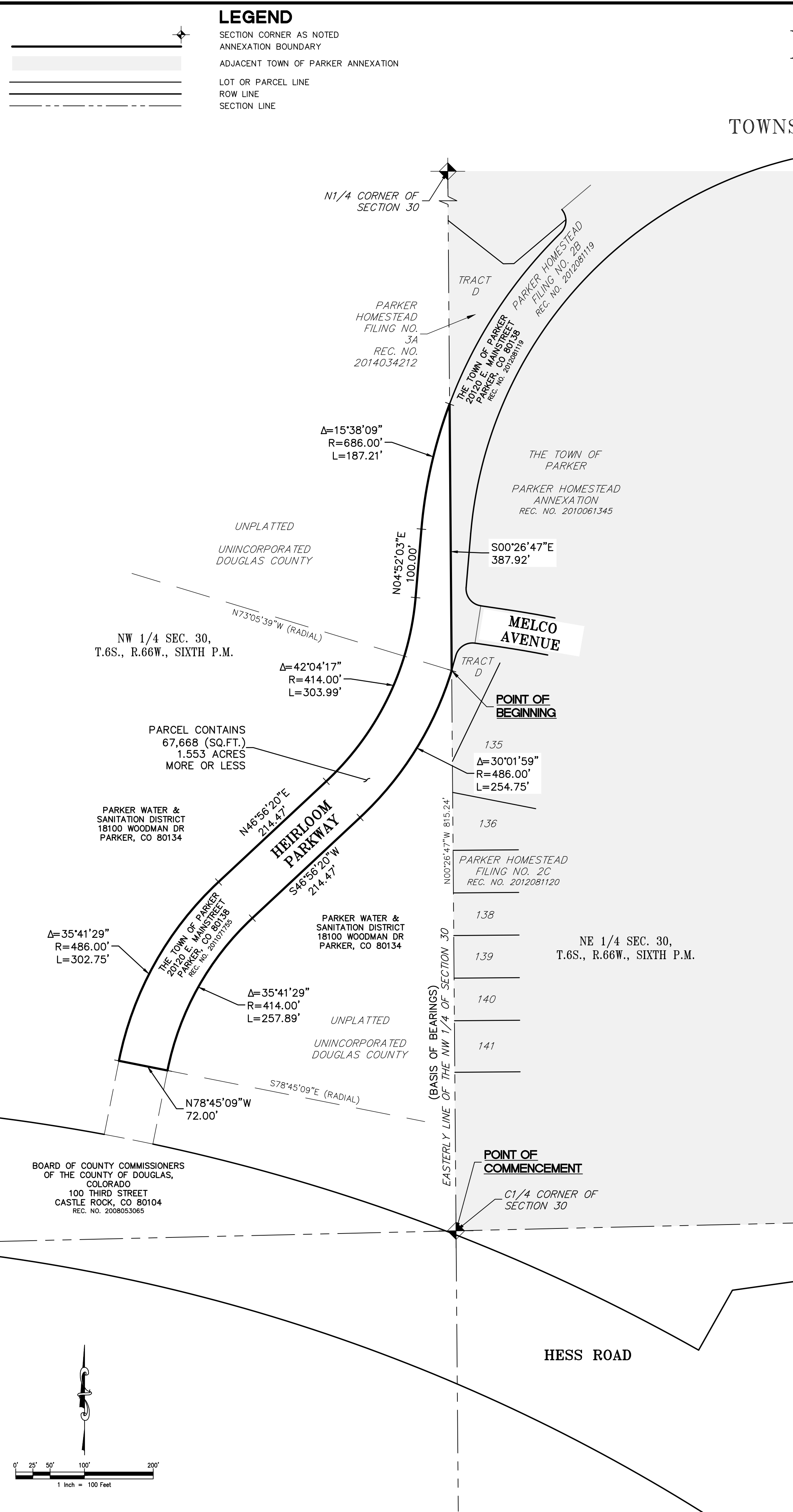
THENCE DEPARTING SAID SOUTHEASTERLY RIGHT-OF-WAY LINE NORTH 78°45'09" WEST, A DISTANCE OF 72.00 FEET TO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID HEIRLOOM PARKWAY AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 486.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 78°45'09"EAST;

THENCE ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINES OF SAID HEIRLOOM PARKWAY THE FOLLOWING (5) COURSES:

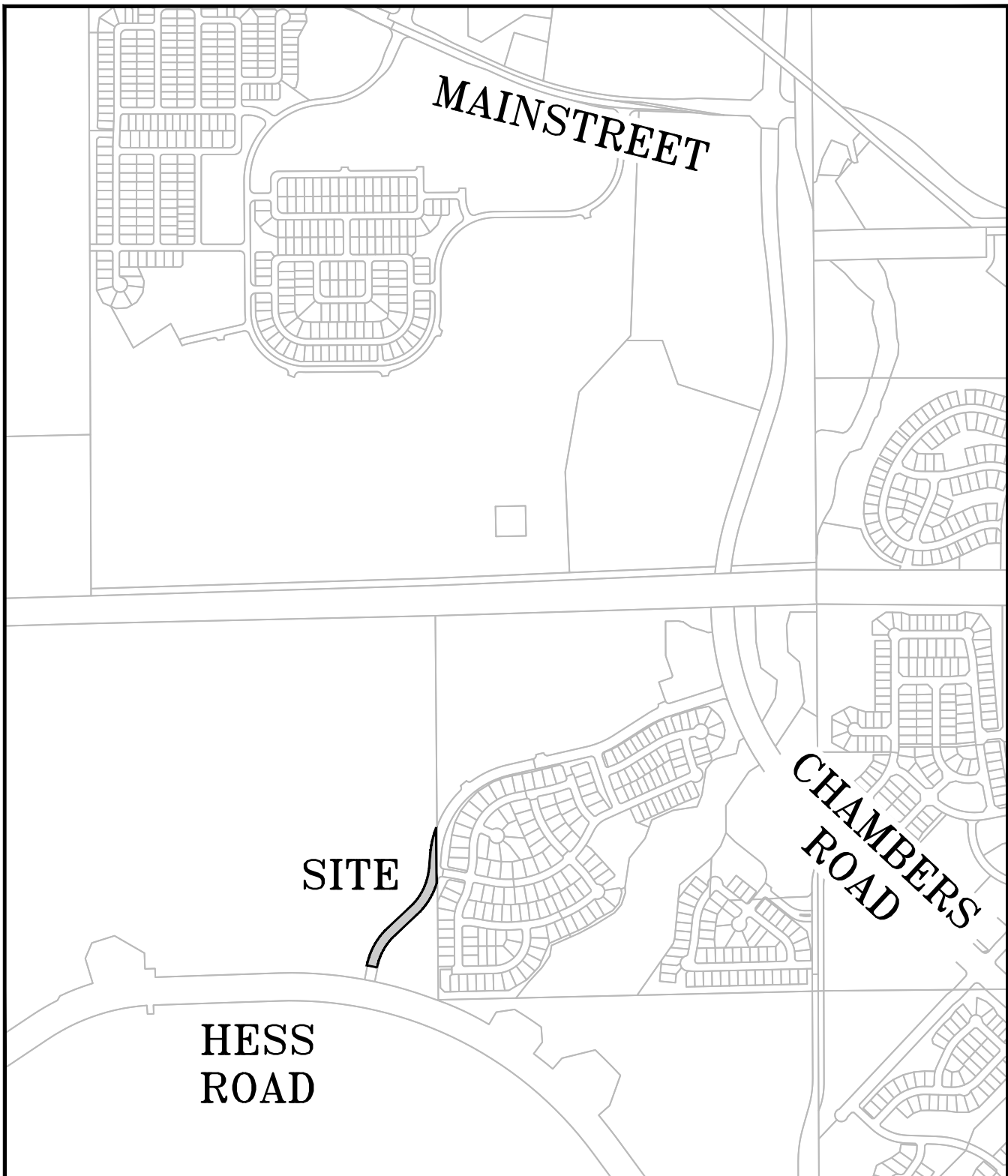
1. NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 35°41'29", AN ARC LENGTH OF 302.75 FEET;
2. TANGENT TO SAID CURVE NORTH 46°56'20" EAST, A DISTANCE OF 214.47 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 414.00 FEET;
3. NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 42°04'17", AN ARC LENGTH OF 303.99 FEET;
4. TANGENT TO SAID CURVE NORTH 04°52'03" EAST, A DISTANCE OF 100.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 686.00 FEET;
5. NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15°38'09", AN ARC LENGTH OF 187.21 FEET TO SAID EASTERLY LINE OF THE NORTHWEST QUARTER;

THENCE ALONG SAID EASTERLY LINE SOUTH 00°26'47" EAST, A DISTANCE OF 387.92 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 1.553 ACRES, (67,668 SQUARE FEET) MORE OR LESS.



HEIRLOOM PARKWAY – SERIAL 1
ANNEXATION TO THE TOWN OF PARKER
LOCATED IN THE NORTHWEST QUARTER OF SECTION 30,
TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
COUNTY OF DOUGLAS, STATE OF COLORADO
1.553 ACRES



VICINITY MAP
SCALE 1" = 1000'

GENERAL NOTES

1. BASIS OF BEARINGS - BEARINGS ARE BASED UPON THE EASTERLY LINE OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN AS BEARING NORTH 00°26'47" WEST, AS SHOWN ON THE RECORDED PLAT OF PARKER HOMESTEAD FILING NO. 2B, AND RECORDED AT RECEPTION NO. 2012081119 IN THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE.
2. DISTANCES SHOWN HEREON ARE GROUND DISTANCES IN U.S. SURVEY FEET UNITS.
3. PER THE STATE OF COLORADO BOARD OF LICENSURE FOR ARCHITECTS, PROFESSIONAL ENGINEERS, AND PROFESSIONAL LAND SURVEYORS RULE 6.2.2 THE WORD "CERTIFY" AS USED HEREON MEANS AN EXPRESSION OF PROFESSIONAL OPINION AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED.
4. THIS ANNEXATION MAP WAS PREPARED IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE IN DOUGLAS COUNTY, COLORADO, TO THE BEST OF MY INFORMATION, KNOWLEDGE, AND BELIEF.
5. THIS ANNEXATION MAP HAS BEEN PREPARED FROM RECORD INFORMATION AND DOES NOT REPRESENT A MONUMENTED LAND SURVEY.

OWNER

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

CONTIGUITY

TOTAL PERIMETER = 2295.45'
CONTIGUOUS PERIMETER = 387.92'
1/6 PERIMETER = 382.58'
TOTAL AREA = 1.553 ACRES±

ACCEPTANCE

ACCEPTED BY THE PARKER TOWN COUNCIL THIS _____ DAY OF _____, 2018.

MAYOR, TOWN OF PARKER

ATTEST: TOWN CLERK

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SAID SECTION 30,

THEENCE ALONG THE EASTERLY LINE OF SAID NORTHWEST QUARTER NORTH 02°26'47" WEST, A DISTANCE OF 815.24 FEET TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF HEIRLOOM PARKWAY, RECORDED AT RECEPTION NUMBER 2011077155 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 486.0 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 73°05'39" WEST, AND THE **POINT OF BEGINNING**:

THENCE ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE THE FOLLOWING (3) COURSES:

1. SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 30°01'59", AN ARC LENGTH OF 254.75 FEET;
2. TANGENT TO SAID CURVE SOUTH 46°56'20" WEST, A DISTANCE OF 214.47 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 414.00 FEET;
3. SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 35°41'29", AN ARC LENGTH OF 257.89 FEET;

THENCE DEPARTING SAID SOUTHEASTERLY RIGHT-OF-WAY LINE NORTH 78°45'09" WEST, A DISTANCE OF 72.00 FEET TO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID HEIRLOOM PARKWAY AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 486.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 78°45'09"EAST;

THENCE ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINES OF SAID HEIRLOOM PARKWAY THE FOLLOWING (5) COURSES:

1. NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 35°41'29", AN ARC LENGTH OF 302.75 FEET;
2. TANGENT TO SAID CURVE NORTH 46°56'20" EAST, A DISTANCE OF 214.47 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 414.00 FEET;
3. NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 42°04'17", AN ARC LENGTH OF 303.99 FEET;
4. TANGENT TO SAID CURVE NORTH 04°52'03" EAST, A DISTANCE OF 100.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 666.00 FEET;
5. NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15°38'09", AN ARC LENGTH OF 187.21 FEET TO SAID EASTERLY LINE OF THE NORTHWEST QUARTER;

THENCE ALONG SAID EASTERLY LINE SOUTH 00°26'47" EAST, A DISTANCE OF 387.92 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 1.553 ACRES, (67,668 SQUARE FEET) MORE OR LESS.

SURVEYOR'S CERTIFICATE

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



DEAN E. CATES
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR No. 22561
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.

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

CLERK AND RECORDER'S CERTIFICATE

STATE OF COLORADO)
) SS
COUNTY OF DOUGLAS)

I HEREBY CERTIFY THAT THIS PLAT WAS FILED IN MY OFFICE ON THIS _____ DAY OF _____ 2018 A.D., AT _____

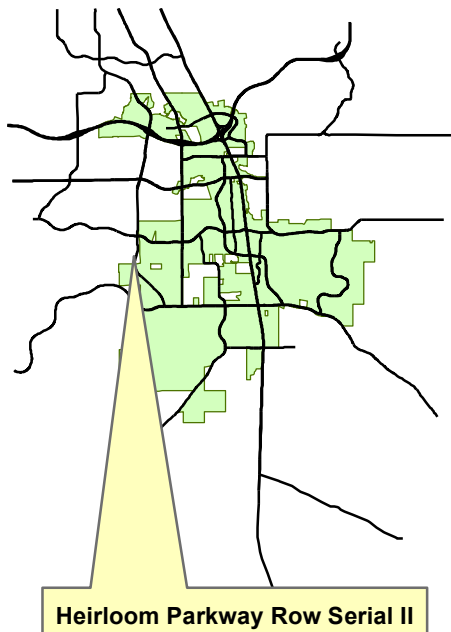
A.M./P.M. AND WAS RECORDED AT

RECEPTION NO. _____

COUNTY CLERK AND RECORDER

HEIRLOOM PARKWAY - SERIAL 1 NW1/4 S30, T6S, R66W, SIXTH PM DOUGLAS COUNTY, COLORADO		PREPARED FOR THE TOWN OF PARKER 20120 E. MAINSTREET, PARKER, CO 80138		300 East Mineral Ave., Suite 1 Littleton, Colorado 80122 Phone: (303) 713-1898 Fax: (303) 713-1897 www.aztecconsultants.com		AZTEC CONSULTANTS, INC.		SCALE 1"=100'	
OF	1	SHEETS	SHEET		1		DATE		
						12/11/17			
						REVISION DESCRIPTION			
				DATE		BY			

Heirloom Parkway Serial II
Annexation
Case No ANX17-005



Legend

-  Town Boundary
-  Property Boundary

Narrative:
The Town proposes to annex a portion of Heirloom Parkway Right-of-Way (ROW) between Hess and Chambers Roads.

Planner:
Carolyn Parkinson
Hearing Schedules:

Town Council:
1st reading March 5, 2018
2nd reading March 19, 2018



RESOLUTION NO. 18-023, Series of 2018

TITLE: A RESOLUTION TO SET FORTH TOWN COUNCIL'S FINDINGS OF FACT AND CONCLUSIONS AS TO THE ELIGIBILITY OF THE HEIRLOOM PARKWAY SERIAL II PROPERTY FOR ANNEXATION INTO THE TOWN OF PARKER

WHEREAS, an annexation petition was filed with the Town Clerk requesting the annexation of certain unincorporated territory located in the County of Douglas and State of Colorado, otherwise known as the Heirloom Parkway Serial II Property, and hereafter described in **Exhibit A**, which is attached hereto and made a part hereof;

WHEREAS, the Town Council of the Town of Parker, Colorado, found substantial compliance of said petition with Colo. Rev. Stat. § 31-12-107;

WHEREAS, the Town Council of the Town of Parker, Colorado, conducted a public hearing as required by law to determine the eligibility for annexation of that property described in attached Exhibit A;

WHEREAS, public notice of such public hearing was given as required by law;

WHEREAS, the public hearing on the said annexation petition was conducted in accordance with the requirements of the law; and

WHEREAS, pursuant to Colo. Rev. Stat. § 31-12-110, the Town Council, sitting as the governing body of the Town of Parker, Colorado, is required to set forth its findings of fact and its conclusion as to the eligibility of that property described in attached Exhibit A for annexation to the Town of Parker.

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

Section 1. A service plan for that area encompassing the property described in attached Exhibit A has been adopted by the Town Council pursuant to Colo. Rev. Stat. § 31-12-105(1)(e).

Section 2. Not less than one-sixth (1/6th) of the perimeter of the area proposed to be annexed as described in attached Exhibit A is contiguous with the existing boundaries of the Town of Parker as required by law.

Section 3. A community of interest exists between the area proposed to be annexed as described in attached Exhibit A and the Town of Parker, and the area will be urbanized in the near future.

Section 4. The area proposed to be annexed is described in attached Exhibit A and is integrated or is capable of being integrated within the Town of Parker.

Section 5. The limitations of the Municipal Annexation Act and the Constitution of the State of Colorado do not prevent the annexation of the subject property or any part thereof since:

a. No land in the territory to be annexed which is held in identical ownership and consists of either a single tract or parcel, or two or more contiguous tracts or parcels, has been divided or a portion thereof excluded for the area to be annexed without the written consent of the owners thereof;

b. No land in the territory to be annexed which is held in identical ownership and comprises twenty (20) or more acres, having an assessed valuation for ad valorem tax purposes in excess of \$200,000.00 in the year next preceding the annexation, has been included in the area to be annexed without the written consent of the landowners;

c. No proceedings have been commenced by another municipality for the annexation of all or part of the territory to be annexed by the Town of Parker; and

d. The annexation will not result in the detachment of the area from the school district in which it is currently located.

Section 6. The petition(s) for the annexation of that real estate described in attached Exhibit A meet the requirements of law and are in proper order for annexation for the property proposed to be annexed as described in attached Exhibit A.

Section 7. No election is required pursuant to Colo. Rev. Stat. § 31-12-107(2) or any other law of the State of Colorado or the Town of Parker.

Section 8. The proposed annexation will not have the effect of extending a municipal boundary more than three (3) miles in any direction from any point of the Town boundary in any one year.

Section 9. The entire width of any street or alley to be annexed is included within the annexation.

Section 10. The property described in the attached Exhibit A is eligible for annexation to the Town of Parker and all requirements of law have been met for such annexation, including the requirements of Colo. Rev. Stat. §§ 31-12-104 and 31-12-105, as amended.

Section 11. An ordinance annexing that property described in attached Exhibit A to the Town of Parker shall be considered by this Town Council pursuant to Colo. Rev. Stat. § 31-12-111.

RESOLVED AND PASSED this ____ day of _____, 2018.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

ORDINANCE NO. 2.256, Series of 2018

TITLE: A BILL FOR AN ORDINANCE APPROVING AND ACCOMPLISHING THE ANNEXATION OF CONTIGUOUS UNINCORPORATED TERRITORY KNOWN AS THE HEIRLOOM PARKWAY PROPERTY SERIAL II LOCATED IN DOUGLAS COUNTY

WHEREAS, pursuant to the laws of the State of Colorado, there was presented to and filed with the Town Council of the Town of Parker, Colorado, a written petition for annexation to and by the Town of Parker, Colorado, of that property described in attached **Exhibit A**, being contiguous unincorporated territory, situated, lying, and being in the County of Douglas, State of Colorado; and

WHEREAS, the Town Council of the Town of Parker, Colorado has conducted a public hearing as required by law to determine the eligibility for annexation of that property described in attached Exhibit A; and

WHEREAS, the Town Council of the Town of Parker, Colorado, has satisfied itself concerning the eligibility for annexation of that property described on attached Exhibit A, and concerning the conformance of the proposed annexation to the applicable law and the annexation policy of the Town of Parker, Colorado.

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

Section 1. The annexation by and to the Town of Parker, State of Colorado, of that property described in attached Exhibit A, situated, lying and being in the County of Douglas, State of Colorado, meets all requirements of law and the annexation policy of the Town of Parker and, therefore, said annexation is hereby approved and made effective.

Section 2. The owner(s) of more than fifty percent (50%) of the property described in attached Exhibit A has petitioned for annexation.

Section 3. No simultaneous rezoning of the above-described property is required pursuant to Section 15.9 of the Home Rule Charter for the Town of Parker because the above-described property consists solely of right-of-way.

Section 4. Upon the effective date of this Annexation Ordinance, all lands within the area to be annexed shall become subject to the municipal laws of the State of Colorado pertaining to towns, and to all ordinances, resolutions, rules and regulations of the Town of Parker.

Section 5. Considering all of the foregoing, and based on the conviction that annexation of this property to the Town of Parker will serve the best interest of the Town of Parker and the owner(s) of the territory to be annexed, the unincorporated territory described in **Exhibit A**, which is attached hereto and made a part hereof, is hereby annexed to the Town of Parker, Colorado.

Section 6. The Town Clerk shall file, for recording, one (1) certified copy of the Annexation Ordinance and one (1) copy of the Annexation Map with the Clerk and Recorder of the County of Douglas, State of Colorado.

Section 7. The Annexation Map showing the boundaries of the newly-annexed territory, as above described, shall be kept on file in the office of the Douglas County Clerk and Recorder.

Section 8. The Town Clerk shall file one (1) certified copy of the Annexation Ordinance and one (1) copy of the Annexation Map with the Division of Local Governments of the Department of Local Affairs.

Section 9. 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 10. This annexation shall become effective within ten (10) days of the publication date of this Ordinance, except for the purpose of general taxation, and for such purposes it shall become effective on January 1st of the next succeeding year following passage of this Ordinance.

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2018.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2018.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

EXHIBIT A

Legal Description

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SAID SECTION 30;

THENCE ALONG THE EASTERLY LINE OF SAID NORTHWEST QUARTER NORTH 00°26'47" WEST, A DISTANCE OF 815.24 FEET TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF HEIRLOOM PARKWAY RECORDED AT RECEPTION NUMBER 2011071755 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE, AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 486.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 73°05'39" WEST;

THENCE ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE THE FOLLOWING (4) COURSES:

1. SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 30°01'59", AN ARC LENGTH OF 254.75 FEET;
2. TANGENT TO SAID CURVE SOUTH 46°56'20" WEST, A DISTANCE OF 214.47 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 414.00 FEET;
3. SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 35°41'29", AN ARC LENGTH OF 257.89 FEET TO THE POINT OF BEGINNING;
4. TANGENT TO SAID CURVE SOUTH 11°14'51" WEST, A DISTANCE OF 109.12 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF HESS ROAD RECORDED AT RECEPTION NO. 2008053065 IN SAID RECORDS AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 2800.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 11°59'03" WEST;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°28'24", AN ARC LENGTH OF 72.00 FEET TO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID HEIRLOOM PARKWAY;

THENCE ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE NON-TANGENT TO SAID CURVE NORTH 11°14'51" EAST, A DISTANCE OF 109.12 FEET;

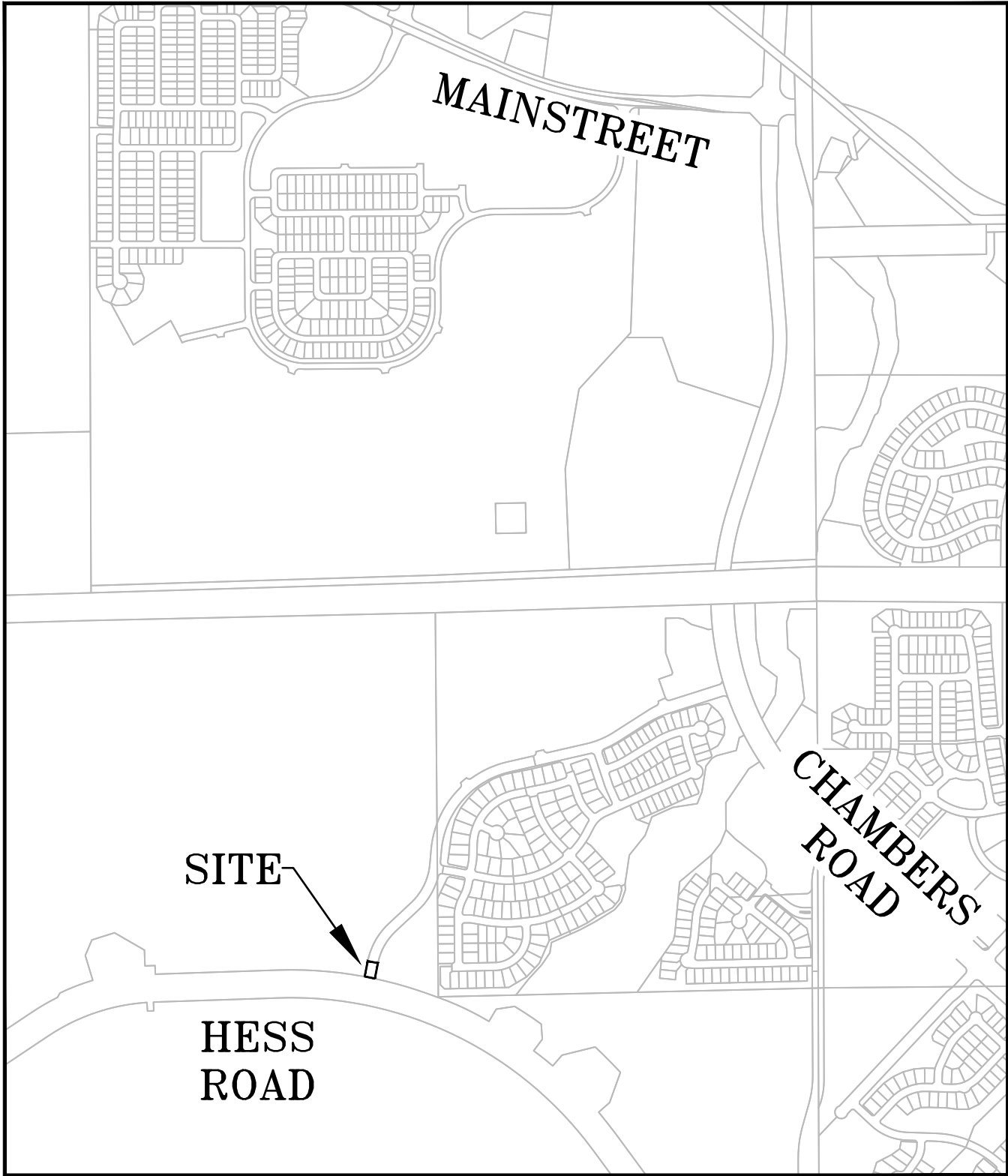
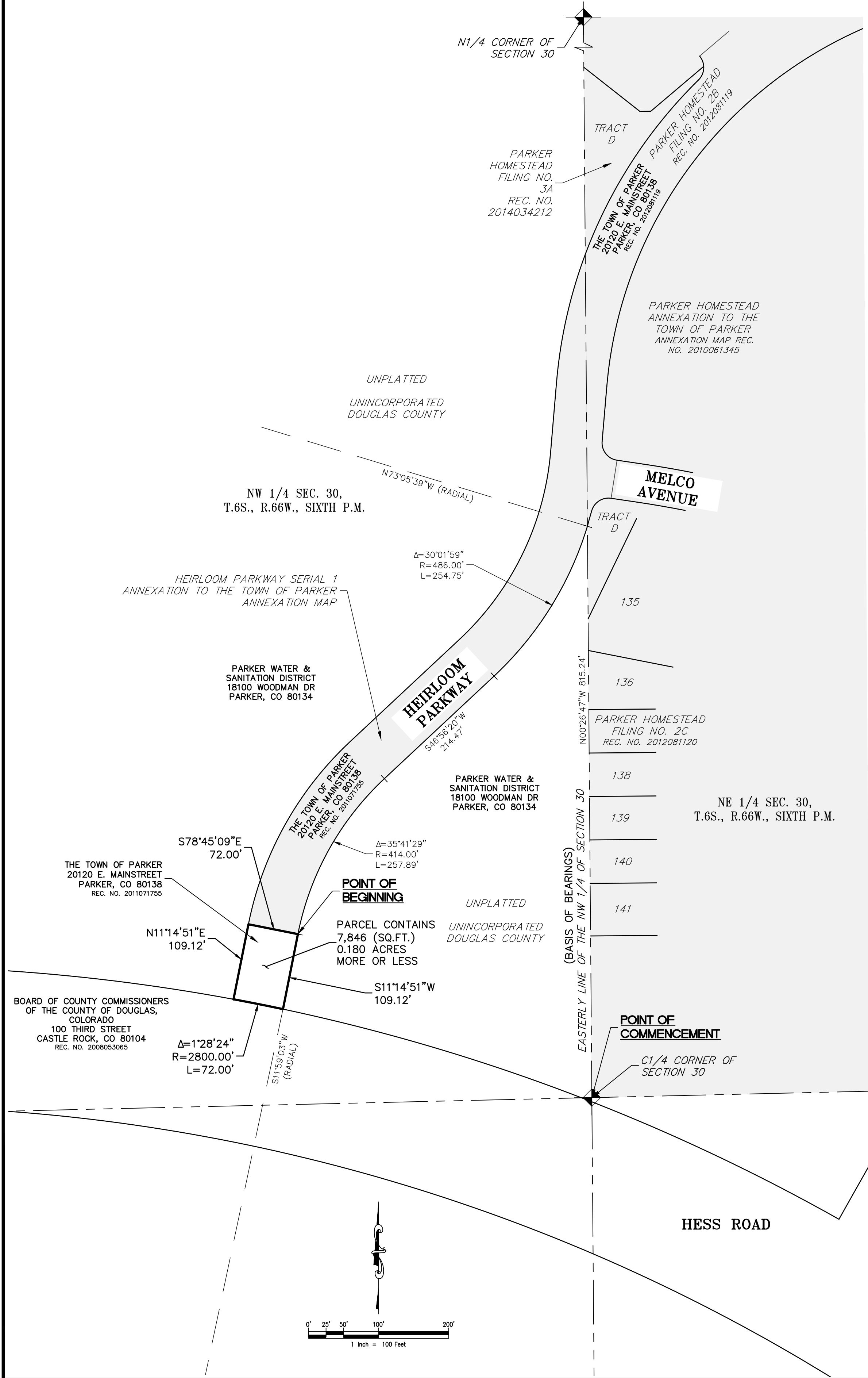
THENCE DEPARTING SAID NORTHWESTERLY RIGHT-OF-WAY LINE SOUTH 78°45'09" EAST, A DISTANCE OF 72.00 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 0.180 ACRES, (7,846 SQUARE FEET), MORE OR LESS.

HEIRLOOM PARKWAY – SERIAL 2
ANNEXATION TO THE TOWN OF PARKER
LOCATED IN THE NORTHWEST QUARTER OF SECTION 30,
TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
COUNTY OF DOUGLAS, STATE OF COLORADO
0.180 ACRES

LEGEND

SECTION CORNER AS NOTED
ANNEXATION BOUNDARY
ADJACENT TOWN OF PARKER ANNEXATION
LOT OR PARCEL LINE
ROW LINE
SECTION LINE



VICINITY MAP
SCALE 1" = 1000'

GENERAL NOTES

1. BASIS OF BEARINGS: BEARINGS ARE BASED UPON THE EASTERLY LINE OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN AS BEARING NORTH 00°26'47" WEST, AS SHOWN ON THE RECORDED PLAT OF PARKER HOMESTEAD FILING NO. 2B, AND RECORDED AT RECEPTION NO. 2012081119 IN THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE.
2. DISTANCES SHOWN HEREON ARE GROUND DISTANCES IN U.S. SURVEY FEET UNITS.
3. PER THE STATE OF COLORADO BOARD OF LICENSURE FOR ARCHITECTS, PROFESSIONAL ENGINEERS, AND PROFESSIONAL LAND SURVEYORS RULE 6.2.2 THE WORD "CERTIFY" AS USED HEREON MEANS AN EXPRESSION OF PROFESSIONAL OPINION AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED.
4. THIS ANNEXATION MAP WAS PREPARED IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE IN DOUGLAS COUNTY, COLORADO, TO THE BEST OF MY INFORMATION, KNOWLEDGE, AND BELIEF.
5. THIS ANNEXATION MAP HAS BEEN PREPARED FROM RECORD INFORMATION AND DOES NOT REPRESENT A MONUMENTED LAND SURVEY.

OWNER

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

CONTIGUITY

TOTAL PERIMETER = 362.24'
CONTIGUOUS PERIMETER = 72.00'
1/6 PERIMETER = 60.37'
TOTAL AREA = 0.180 ACRES±

ACCEPTANCE

ACCEPTED BY THE PARKER TOWN COUNCIL THIS _____ DAY OF _____, 2018.

MAYOR, TOWN OF PARKER

ATTEST: TOWN CLERK

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SAID SECTION 30;

THENCE ALONG THE EASTERLY LINE OF SAID NORTHWEST QUARTER NORTH 00°26'47" WEST, A DISTANCE OF 815.24 FEET TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF HEIRLOOM PARKWAY RECORDED AT RECEPTION NUMBER 2011071755 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 486.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 73°05'39" WEST;

THENCE ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE THE FOLLOWING (4) COURSES:

1. SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 30°01'59", AN ARC LENGTH OF 254.75 FEET;
2. TANGENT TO SAID CURVE SOUTH 46°56'20" WEST, A DISTANCE OF 214.47 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 414.00 FEET;
3. SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 35°41'29", AN ARC LENGTH OF 257.89 FEET TO THE POINT OF BEGINNING;
4. TANGENT TO SAID CURVE SOUTH 11°14'51" WEST, A DISTANCE OF 109.12 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF HESS ROAD RECORDED AT RECEPTION NO. 2008053065 IN SAID RECORDS AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 2800.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 11°59'03" WEST;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°28'24", AN ARC LENGTH OF 72.00 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF SAID HEIRLOOM PARKWAY;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE NON-TANGENT TO SAID CURVE NORTH 11°14'51" EAST, A DISTANCE OF 109.12 FEET;

THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE SOUTH 78°45'09" EAST, A DISTANCE OF 72.00 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 0.180 ACRES, (7,846 SQUARE FEET), MORE OR LESS.

SURVEYOR'S CERTIFICATE

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



DEAN E. CATES
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR No. 22561
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.

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

CLERK AND RECORDER'S CERTIFICATE

STATE OF COLORADO)
COUNTY OF DOUGLAS) SS

I HEREBY CERTIFY THAT THIS MAP WAS FILED IN MY OFFICE ON THIS _____ DAY OF _____, 2018 A.D., AT _____

A.M./P.M. AND WAS RECORDED AT _____

RECEPTION NO. _____

COUNTY CLERK AND RECORDER

SCALE 1"=100'	DATE 12/11/17
REVISION DESCRIPTION	
BY	
DATE	
AZTEC CONSULTANTS, INC. 300 East Mineral Ave., Suite 1 Littleton, Colorado 80122 Phone: (303) 713-1898 Fax: (303) 713-1897 www.aztecconsultants.com	
HEIRLOOM PARKWAY - SERIAL 2 NW1/4 S30, T6S, R66W, SIXTH PM DOUGLAS COUNTY, COLORADO PREPARED FOR THE TOWN OF PARKER 20120 E. MAINSTREET, PARKER, CO 80138	
SHEET 1	OF 1 SHEETS
JOB NO. 24917-16	



Request for Town Council Action

Date: March 19, 2018

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

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 1.507.1 - Second Reading**
A Bill for an Ordinance to Adopt the 2018 Revised Budget for the Town of Parker and to Make Appropriations for the Same

Department: **Finance, Mary Lou Brown**
Finance, Rhonda Willey

EXECUTIVE SUMMARY

The table below summarizes the revision by fund and detailed lists of the carryover and supplemental appropriation requests are attached.

	Supplemental Expenditures	Carryover	Total Expenditures	Supplemental Revenue	Net Revision
General Fund	\$208,410	\$3,256,629	\$3,465,039	\$1,534,100	\$1,930,939
Parks and Recreation Fund	719	1,947,860	1,948,579		1,948,579
Cultural Fund	4,300	505,460	509,760	48,800	460,960
Recreation Fund	1,500	257,390	258,890	195,000	63,890
Capital Improvement Fund	157,432	10,530,206	10,687,638		10,687,638
Stormwater Fund	35,000	203,675	238,675	18,000	220,675
Fleet Services Fund				15,000	(15,000)
Information Technology Fund	1,250,000	308,500	1,558,500		1,558,500
		\$17,009,720			\$16,856,181
Total all funds	\$1,657,361		\$18,667,081	\$1,810,900	

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The purpose of this budget revision is to appropriate funds to carryover unspent 2017 appropriations and to appropriate additional funds for 2018. The total carry-over from 2017 is \$17,009,720 which includes \$3,256,629 in the General Fund, \$1,947,860 in the Parks and Recreation Fund, \$505,460 in the Cultural Fund, \$257,390 in the Recreation Fund, \$10,530,206 in the Capital Improvement Fund, \$203,675 in the Stormwater Fund, and \$308,500 in the Information Technology Fund.

The total supplemental appropriation for 2018 is \$1,657,361 offset by \$1,810,900 revenue for a net \$153,539 increase in revenue. The expenditures include \$208,410 in the General Fund, \$719 in the Parks and Recreation Fund, \$4,300 in the Cultural Fund, \$1,500 in the Recreation Fund, \$157,432 in the Capital Improvement Fund, \$35,000 in the Stormwater Fund, and \$1,250,000 in the Information Technology Fund. The revenue includes \$1,534,100 in the General Fund, \$48,800 in the Cultural Fund, \$195,000 in the Recreation Fund, \$18,000 in the Stormwater Fund, and \$15,000 in the Fleet Services Fund. The detail list of items can be found in Exhibit A attached to the budget Ordinance.

FINANCIAL IMPACT

The total impact of the revisions in this item is a net decrease to cash of \$16,856,181, which includes \$1,657,361 supplemental expenditures, \$17,009,720 carryover expenditures, and \$1,810,900 supplemental revenue.

STRATEGIC GOAL(S)

Support an Active Community
Foster Community Creativity and Engagement
Innovate with Collaborative Governance
Enhance Economic Vitality
Promote a Safe and Healthy Community
Develop a Visionary Community Through Balanced Growth

ATTACHMENTS

1. Ordinance 1.507.1

RECOMMENDED MOTION

I move to approve Ordinance No. 1.507.1 on second reading.

ORDINANCE NO. 1.507.1, Series of 2018

TITLE: A BILL FOR AN ORDINANCE TO ADOPT THE 2018 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 2018 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 _____, 2018.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____,
2018.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

Town of Parker
2018 Revised Budget
March 5, 2018

Exhibit A

	<u>Revision</u>	<u>2018 Revised Budget</u>
<u>General Fund</u>		
Beginning fund balance		\$ 17,330,311
Revenue		54,390,184
Revenue revision	1,534,100	1,534,100
Total revised revenue		55,924,284
Total available		73,254,595
Expenditures		54,293,801
2017 Carry-over	3,256,629	
Supplemental appropriation	208,410	
Total expenditure revision		3,465,039
Total revised expenditures		57,758,840
Ending fund balance		\$ 15,495,755
<u>Parks and Recreation Fund</u>		
Beginning fund balance		\$ 7,658,551
Revenue		10,553,000
Revenue revision	-	-
Total revised revenue		10,553,000
Total available		18,211,551
Expenditures		9,235,486
2017 Carry-over	1,947,860	
Supplemental appropriation	719	
Total expenditure revision		1,948,579
Total revised expenditures		11,184,065
Ending fund balance		\$ 7,027,486

	<u>Revision</u>	<u>2018 Revised Budget</u>
<u>Cultural Fund</u>		
Beginning fund balance		\$ 1,079,746
Revenue		5,811,163
Revenue revision	48,800	48,800
Total revised revenue		<u>5,859,963</u>
Total available		<u>6,939,709</u>
Expenditures		5,911,048
2017 Carry-over	505,460	
Supplemental appropriation	4,300	
Total expenditure revisions		<u>509,760</u>
Total revised expenditures		<u>6,420,808</u>
Ending fund balance		<u><u>\$ 518,901</u></u>
<u>Recreation Fund</u>		
Beginning fund balance		\$ 2,002,026
Revenue		8,083,600
Revenue revision	195,000	195,000
Total revised revenue		<u>8,278,600</u>
Total available		<u>10,280,626</u>
Expenditures		8,748,245
2017 Carry-over	257,390	
Supplemental appropriation	1,500	
Total expenditure revisions		<u>258,890</u>
Total revised expenditures		<u>9,007,135</u>
Ending fund balance		<u><u>\$ 1,273,491</u></u>

	Revision	2018 Revised Budget
<u>Public Improvements Fund</u>		
Beginning fund balance		\$ 13,885,667
Revenue		10,378,300
Revenue revision	-	-
Total revised revenue		10,378,300
Total available		24,263,967
Expenditures		5,515,000
2017 Carry-over	10,530,206	
Supplemental appropriation	157,432	
Total expenditure revisions		10,687,638
Total revised expenditures		16,202,638
Ending fund balance		\$ 8,061,329
<u>Stormwater Utility Fund</u>		
Beginning fund balance		\$ 4,377,486
Revenue		3,733,000
Revenue revision	18,000	18,000
Total revised revenue		3,751,000
Total available		8,128,486
Expenditures		3,842,252
2017 Carry-over	203,675	
Supplemental appropriation	35,000	
Total expenditure revisions		238,675
Total revised expenditures		4,080,927
Ending fund balance		\$ 4,047,559

	Revision	2018 Revised Budget
<u>Fleet Services Fund</u>		
Beginning fund balance		\$ 276,119
Revenue		2,534,400
Revenue revision	15,000	15,000
Total revised revenue		2,549,400
Total available		2,825,519
Expenditures		2,419,216
Supplemental appropriation	-	
2017 Carry-over	-	
Total expenditure revisions		-
Total revised expenditures		2,419,216
Ending fund balance		\$ 406,303
<u>Information Technology Fund</u>		
Beginning fund balance		\$ 2,065,376
Revenue		4,149,002
Revenue revision	-	-
Total revised revenue		4,149,002
Total available		6,214,378
Expenditures		3,556,087
Supplemental appropriation	1,250,000	
2017 Carry-over	308,500	
Total expenditure revisions		1,558,500
Total revised expenditures		5,114,587
Ending fund balance		\$ 1,099,791

Town of Parker

Detail of Supplemental Revisions to 2018 Budget

3/5/2018

Expenditures**General Fund**

F350 4x4 is no longer necessary from Adopted budget because staff was not approved	(45,000)
Credit Card transaction fees were under budgeted while figuring out the recovery of fees through convenience fee passed to cardholders	64,500
Wages and benefits for two dedicated Town staff for P3 - 100% reimbursed by P3	188,910
<i>Total General Fund expenditure supplemental revision</i>	208,410

Parks & Recreation Fund

Correct error on expenditures on adopted budget Exhibit A	719
<i>Total Parks & Recreation Fund expenditure supplemental revision</i>	719

Cultural Fund

Student Portfolio Day - 100% funding received for this event	4,300
<i>Total Cultural Fund expenditure supplemental revision</i>	4,300

Recreation Fund

Correct error on expenditures on adopted budget Exhibit A	1,500
<i>Total Recreation Fund expenditure supplemental revision</i>	1,500

Public Improvement Fund

Motsenbocker widening - American Academy site improvements. 100% funding received for this project in 2017.	34,526
Motsenbocker widening - Olde Town at Parker site improvements. 100% funding received for this project in 2017.	122,906
<i>Total Public Improvement Fund expenditure supplemental revision</i>	157,432

Stormwater Utility Fund

Schoolhouse parking lot reconstruction - drainage improvements	35,000
<i>Total Stormwater Utility Fund expenditure supplemental revision</i>	35,000

Technology Services Fund

Transfer to various funds	1,250,000
<i>Total Technology Services Fund expenditure supplemental revision</i>	1,250,000
<i>Total expenditure supplemental revision</i>	1,657,361

Town of Parker

Detail of Supplemental Revisions to 2018 Budget

3/5/2018

Revenues**General Fund**

Convenience fee of 2.5% charged to cardholders to recover credit card fees. Fee started in February	90,000
Revenue for Town staff and services utilized by P3	396,600
Carriage Rides revenue	5,000
Transfer from Technology Management Fund	1,042,500
<i>Total General Fund revenue supplemental revision</i>	1,534,100

Cultural Fund

Corporate Sponsorship - for Student Portfolio Day (by Cardel Homes)	4,300
Transfer from Technology Management Fund	44,500
<i>Total Cultural Fund revenue supplemental revision</i>	48,800

Recreation Fund

Parker Run Series revenue	65,000
Transfer from Technology Management Fund	130,000
<i>Total Recreation Fund revenue supplemental revision</i>	195,000

Stormwater Utility Fund

Transfer from Technology Management Fund	18,000
<i>Total Stormwater Utility Fund revenue supplemental revision</i>	18,000

Fleet Service Fund

Transfer from Technology Management Fund	15,000
<i>Total Fleet Services Fund revenue supplemental revision</i>	15,000

<i>Total revenue supplemental revision</i>	1,810,900
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Town of Parker

Detail of Carryover Revisions to 2018 Budget

3/5/2018

Description	Amount
General Fund	
Facility Master Plan - Project approved in 2017 but not started until 2018	99,000
Finance software update - project approved in 2017 to be completed in 2018	59,800
Development of streets policy - started in 2017 - continue to 2018	19,950
Downtown Parking implementation - study was conducted in 2017 - complete project in 2018	19,990
Trails at Crowfoot Development review - project approved in late 2017 - continued to 2018	6,000
Parker Road Corridor Plan - project started in 2017 - delayed to 2018 to complete plan with new contracted service.	144,054
Transit study and plan - project approved in 2017 - delayed to 2018	20,000
Land Development Ordinance Modernization project - approved in 2017 - project carryover to 2018	300,000
Development Design Standards project - started in 2017 - continued to 2018	23,568
Parks Open Space and Recreation Master Plan - project stated in 2017 - continued to 2018	30,977
Pine and Parker annexation - enclave annexation started in 2017 - continued in 2018	1,400
Website Functionality Review and Design - project was started in 2017 but not completed.	8,125
Town Hall controls - project approved in 2017 - delayed by manufacturer until 2018	10,000
Town Hall VAV Zone - project approved in 2017 - delayed by manufacturer until 2018	39,000
Impact Fee - User Study - Project approved late in 2017 - will complete in 2018	105,000
Axon project for Police Station is continued to 2018	170,000
AV project for Police Station is continued to 2018	28,825
Concrete repairs and maintenance - as follows	
Happy Canyon pavement repairs delayed due to weather	35,000
Compark landscape repairs delayed due to weather	1,000
Concrete testing delayed at laboratory	5,000
Emergency radios - additional equipment was approved in 2017, project continues to 2018	35,000
Miscellaneous traffic signal repairs - CIP17-022 bid in 2017, work to be completed in 2018	151,428
Traffic signal replacement parts ordered in 2017 - to be delivered in 2018	17,422
Miscellaneous traffic signal repairs - electrical - CIP17-022 bid in 2017, work to be completed in 2018	23,800
LED Lighting upgrades for traffic lights - ordered in 2017 to be delivered in 2018	12,840
Traffic signal system software, engineering and communication improvements project approved in 2017, design and upgrades to be completed in 2018	27,250
Motsenbocker facility - replacement of roof top units approved in 2017 - complete project in 2018	17,000
Motsenbocker facility - HVAC upgrade and replacement approved in 2017 - complete project in 2018	33,000
Videography Services - story telling vignettes - project started in 2017 - continue to 2018	15,000
Wellness Center feasibility analysis projected - started in 2017 - continued to 2018	9,000
Records management software conversion project - continued to 2018	1,788,200
Total General Fund carryover revision	3,256,629

Town of Parker

Detail of Carryover Revisions to 2018 Budget

3/5/2018

Description	Amount
Parks and Recreation Fund	
Recreation Master Plan and additional photography	40,000
Recreation Center Expansion-warranty mitigation	32,380
East/West Regional Trail-trail construction, as part of Motsenbocker widening project	265,450
Bradbury Hills Trails gaps-construction of East/West Trail connection	146,650
Harvie Open Space Plan and Development-Canterberry/Mainstreet intersection improvements	306,140
Sulphur Gulch Trail Construction-completion of plaza improvements and landscaping	23,960
Dog Park / Disc Golf Course-minor improvements/enhancements	41,720
The Plaza On Main construction-warranty mitigation	54,440
O'Brien Park/Mainstreet Pedestrian Improvements-on hold pending Downtown Traffic Study	243,270
Plaza On Main-Addressing Public Art & It Issues	4,830
Salisbury Park North Construction-pre-construction services and analysis	150,000
Parker Road Landscape Edge Improvements-on hold pending Downtown Traffic Study	150,000
Concrete Trail Salisbury Park-construction of trail improvements Spring 2018	370,950
Auburn Hills Trail Connection-construction spring of 2018	43,070
Bar CCC Lights/Paved Parking-design & construction of initial improvements	75,000
Total Parks and Recreation Fund carryover revision	1,947,860
Cultural Fund	
Wireless microphones for PACE Theater ordered in 2017 deliver in 2018	19,160
Wilson Phillips backline costs for concert budgeted in 2017 - delayed to 2018	5,000
Artist designed signage for directional signs in downtown Parker - budgeted and approved in 2017, project complete in 2018	6,500
Wilson Phillips concert budgeted in 2017 - delayed to 2018	20,000
Cultural website redesign - started in 2017 to be completed in 2018	4,250
Finish historic restoration project for Schoolhouse	112,140
Finish non-historic renovation project for Schoolhouse and design for Schoolhouse parking lot and plaza	308,820
Additional chairs for Schoolhouse Theater ordered in 2017 - deliver in 2018	29,590
Total Cultural Fund carryover revision	505,460
Recreation Fund	
Score board for O'Brien Park replacement - approved in 2017, complete in 2018	13,980
Replacement of light fixtures for Parker Recreation Center - Capital outlay approved in 2017 - complete in 2018	45,000
Diving Blocks - Parker Rec Pool - Budgeted in 2017 - complete in 2018	12,000
Fieldhouse Renovation-project not completed	179,960
Radios and Equipment ordered for various Recreation Departments - ordered in 2017 received in 2018	6,450
Total Recreation Fund carryover revision	257,390

Town of Parker

Detail of Carryover Revisions to 2018 Budget

3/5/2018

Description	Amount
Public Improvement Fund	
Additional fiber optic switches for redundancy upgrade - ordered in 2017, delivered in 2018	19,576
Signal at Chambers and Cottonwood approved in 2017 - delayed until 2018	280,900
Stroh Ranch landscaping repairs planned in 2017 - completed in 2018	5,000
Roadway safety enhancements - improvements planned in 2017 - will be completed in 2018	109,800
Parker Road sidewalk project - continuation of project to 2018	68,590
Townwide sign program - phases 2 and 3 are delayed by outside entities. To be completed in 2018	872,200
Jordan Road widening - to Hess Road	3,435,140
Chambers Road - Mainstreet to Hess - continuation of project to 2018	852,000
Median and Entryways - continuation of project to 2018	588,470
Summerset Lane extension - project to be completed in 2018	339,170
Motsenbocker widening - Clark Farms to Todd - design continues to 2018	2,975,310
Cottonwood widening - Jordan to Cherry Creek	69,460
Mainstreet - north side sidewalk - project continuation to 2018	38,200
Jordan Road extension - demolition continues to 2018	15,580
Kings Point Way - continuation of design and construction to 2018	692,410
Power line undergrounding - design for completion of power line conversion work continued to 2018	1,000
East-Main site development - warranty mitigation	25,000
Public Works Facility - drainage improvements identified after construction but will not be completed until 2018	142,400
Total Public Improvement Fund carryover revision	10,530,206
Stormwater Fund	
Muller Engineering - Stormwater needs assessment started in 2017, continue to 2018	45,000
delayed until 2018	36,688
Lemon Gulch drainage improvements - design started in 2017 - to be completed in 2018	4,577
Newlin Gulch at East/West trail - Construction in 2017 - revegetation in 2018	7,410
Parkglenn trickle channel - Project approved in 2017 - forward to 2018	50,000
McCabe Meadows - Project approved in 2017 - forward to 2018	60,000
Total Stormwater Fund carryover revision	203,675
Information Technology Fund	
Town Hall and PD Network Infrastructure Replacement and Upgrade - started in 2017 will complete in 2018	308,500
Total Information Technology Fund carryover revision	308,500
Total carryover revision	17,009,720



Request for Town Council Action

Date: March 19, 2018

Submitted By: Alex Mestdagh, Engineering Service Manager

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 1.510 - Second Reading**
A Bill for an Ordinance Conveying Certain Real Property by Easement to Parker Water and Sanitation District for Tract T, Reata North Filing No. 1

Department: **Engineering/Public Works, Alex Mestdagh**

EXECUTIVE SUMMARY

This item accompanies an ordinance proposing to convey a waterline easement to Parker Water and Sanitation District (PWSD) to allow for the installation of an underground waterline across Tract T, Reata North Filing No. 1. The waterline is proposed as a part of PWSD's Water Resource Centralization Project.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The PWSD has submitted a Use By Special Review application to the Town for the second phase of their Water Resource Centralization Project. This project consists of the installation of waterlines connecting various PWSD wells and storage facilities to better consolidate and treat their water supply. A copy of the project narrative included with the application is attached for reference.

A portion of this project involves a new waterline that will connect PWSD's well facility within the Robinson Ranch subdivision with their well located in the open space adjacent to Tallman Park. PWSD is proposing to install this pipe generally within public right-of-way, but the alignment will need to cross a portion of this Town-owned open space to reach the well facility. To accommodate this plan, PWSD has requested a 25-foot-wide nonexclusive waterline easement to be dedicated over this alignment within Tract T, Reata North Filing No. 1.

The Engineering Department has reviewed and approved the proposed alignment for this waterline in conjunction with the Parks and Recreation Department. This easement is proposed to be granted as part of an easement exchange between the Town and PWSD; in return, the District has agreed to dedicate right-of-way and easements on a PWSD-owned property necessary for the Town to construct a future expansion of Stroh Road and a segment of the Lemon Gulch Trail.

If these easements are granted, PWSD will be required to obtain the necessary grading permits for this work, requiring it to restore all areas disturbed with this work. PWSD will also be required to finalize all necessary development approvals from the Town prior to commencing this work.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)

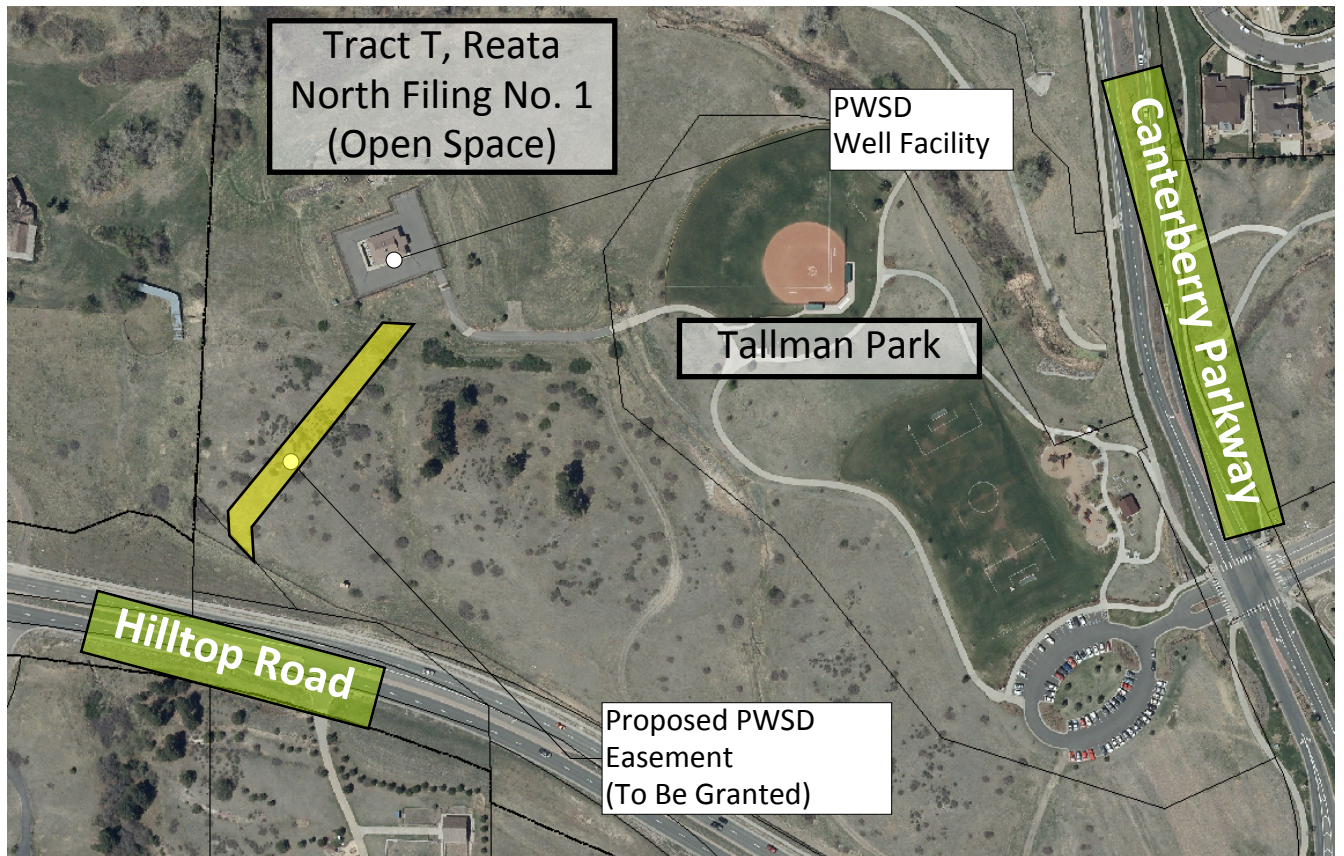
Innovate with Collaborative Governance

ATTACHMENTS

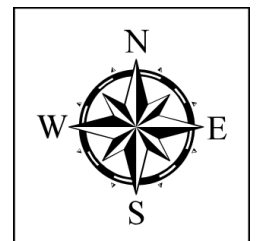
1. Vicinity Map
2. Project Narrative
3. Ordinance 1.510

RECOMMENDED MOTION

I move to approve Ordinance No. 1.510 on second reading.



Parker Water and
Sanitation District
Easement Conveyance
Vicinity Map



Project Narrative

Parker Water and Sanitation District (District) is responsible for supplying potable water and sanitation services to approximately 50,000 residents in the Town of Parker, Colorado, and the surrounding area. The District's water supplies consist of the Rueter-Hess Reservoir (RHR), with surface water treatment provided at the Rueter-Hess Water Purification Facility (RHWPF), and 35 deep groundwater wells (up to 2,000 feet) that supply water to 16 well houses.

The District's Water Resource Centralization Project (WRCP) is a key water resource project for the community of Parker. This project will allow the District to accept and convey treated drinking water from the Water Infrastructure Supply Efficiency (WISE) project. Currently, the District uses free chlorine as its residual disinfectant, whereas water from the WISE project is chloraminated. Through the WRCP, groundwater from several wells that currently supply water directly into the District's distribution system will be conveyed to centralized disinfection facilities at the existing Rueter-Hess Well House, the existing Regional Well House, and the existing Reata North Well House. Additionally, the construction of a new pipeline and associated booster pump station will allow the District to convey WISE water to other water providers (i.e., Town of Castle Rock, Dominion Water and Sanitation District, and the Pinery Water and Wastewater District), the Canyons development, and Zone 3 of the District's distribution system. The WRCP will allow the District to add treatment for iron and manganese at the centralized locations in the future.

The first phase (Phase 1a) of this project included the following components previously approved through the Town's Use by Special Review Process:

- Construction of the Regional West Conveyance System to convey groundwater from the existing Regency, Bradbury Ranch, and Neu Towne (also referred to as Olde Town) wells to the Regional Well House for centralization.
- Construction of the Hess Conveyance System to convey groundwater from the existing Hess 1 and Hess 2 wells to the Rueter-Hess Well House.
- Construction of the Bradbury Raw Water Reservoir, which will be connected to the Regional West Conveyance system, to function as a hydraulic buffer and control.
- Construction of the Canyons potable water pipeline.
- Construction of a bulk potable water fill station (currently under review through the site plan amendment process).

Phase 1b of the WRCP includes the following components that require Use by Special Review approval from the Town:

- Construction of the Robinson Ranch Conveyance System to convey groundwater from the existing Robinson Ranch well to the Reata North Well House.

The total length of the Robinson Ranch pipeline is approximately 7,600 feet and the diameter is 8-inches. The approximate disturbed area associated with construction of these components is 8 acres.

ORDINANCE NO. 1.510, Series of 2018

TITLE: A BILL FOR AN ORDINANCE CONVEYING CERTAIN REAL PROPERTY BY EASEMENT TO PARKER WATER AND SANITATION DISTRICT FOR TRACT T, REATA NORTH FILING NO. 1

WHEREAS, the Town Council of the Town of Parker desires to convey certain real property to Parker Water and Sanitation District for Tract T, Reata North Filing No. 1; and

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

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

Section 1. The Town Council of the Town of Parker hereby approves the Water Pipeline Easement Agreement by the Town of Parker conveying certain property to Parker Water and Sanitation District for Tract T, Reata North Filing No. 1, which is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to execute the Easement Agreement on behalf of the Town.

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

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

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

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2018.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2018.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

EXHIBIT 1

WATER PIPELINE EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is dated this ____ day of _____, 2018, by THE TOWN OF PARKER, COLORADO (hereafter referred to as "Grantor"), having an address at 20120 E. Mainstreet, Parker, Colorado 80138, and THE PARKER WATER AND SANITATION DISTRICT (hereafter referred to as "Grantee"), a Colorado special district and political subdivision, having an address at 18100 E. Woodman Drive, Parker, Colorado 80134.

WHEREAS, Grantee desires to install water pipeline in certain real property owned by Grantor and situate in Douglas County, Colorado, which real property is more particularly described and depicted in **Exhibit A** attached hereto and incorporated herein (the "Easement Property"); and

WHEREAS, Grantor is willing to grant an easement to Grantee in the Easement Property for the aforesaid purposes, subject to the terms and provisions hereof.

NOW, THEREFORE, for good and valuable consideration to Grantor by Grantee, and for the additional consideration of the performance by the parties of the terms and conditions hereof, the receipt and adequacy of which are hereby acknowledged, Grantor does hereby grant to Grantee, and Grantee accepts from Grantor, the following Easement as hereinbelow set forth:

1. Grant of Easement. Grantor does hereby grant and convey to Grantee, its successors, assigns, lessees, licensees and agents, a nonexclusive perpetual easement upon, over, under, across and through the Easement Property for the purpose of Grantee's construction, reconstruction, operation, maintenance and removal of the water pipeline required by Grantee from time to time. Grantee shall have the right of ingress and egress over and across the adjacent lands of Grantor to and from the Easement Property as may be necessary in connection with Grantee's construction, reconstruction, operation, maintenance and removal of the water pipeline.
2. Covenants of Grantee. Grantee hereby represents, covenants and warrants in favor of Grantor and its successors and assigns as follows:

(A) Grantee shall protect the Easement Property and the adjacent lands of Grantor over which Grantee has rights of ingress and egress from damage caused in whole or in part by acts or omissions of Grantee, its employees, agents, contractors, subcontractors, assigns, lessees, licensees and agents. Grantee shall clean, cure and correct any such damage to any elements of the Easement Property or the above-referenced adjacent lands, including, but not limited to, all pavement, curbs, gutters, walks, streets, other utilities, structures and other improvements situate therein or thereon, and shall keep all of such property reasonably clean and clear of equipment, building materials, dirt, debris and similar materials. If Grantee fails to clean, cure or correct such damage within fourteen (14) days after notice thereof from Grantor, then Grantor may do so, at Grantee's expense;

(B) In all activities undertaken on property belonging to Grantor, Grantee and/or its employees, agents, contractors, subcontractors, successors, assigns, lessees and/or licensees shall conduct and construct all work in a good and workmanlike manner; and

(C) Grantee shall not cause or permit to be caused by any of its employees, agents, contractors, subcontractors, successors, assigns, lessees or licensees, any hazardous substances, as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1980 ("CERCLA"), pollutants or contaminants, as defined by CERCLA, or hazardous waste, as defined by the Resource Conservation and Recovery Act ("RCRA"), including, but not limited to, asbestos and/or urea formaldehyde, or any pollutants or toxic pollutants, as defined by the Clean Water Act and any amendments thereto, to be dumped, spilled, released, permanently stored, or deposited on, over or beneath the Easement Property. Any hazardous, toxic or flammable substances used by Grantee, its employees, agents, contractors, subcontractors, successors, assigns, lessees or licensees in the construction, reconstruction, operation, maintenance or removal of the water pipeline shall be utilized in a lawful manner and in compliance with all federal, state and local requirements relating to protection of health or the environment.

3. Grantor's Right of Relocation. In the event that the construction of any other utilities, roadways, or other improvements upon, over, under or across the Easement Property necessitates the relocation and/or encasement of the water pipeline, then Grantor shall, at its sole cost and expense, timely perform or cause the performance of such relocation and/or encasement of the water pipeline.

4. Indemnification of Grantor by Grantee. Grantee agrees, and hereby does, to the extent permitted by law, indemnify and hold harmless Grantor, any directors, officers employees and agents of Grantor, and any successors or assigns of Grantor, from any costs, expenses, damages, claims or demands incurred or asserted against Grantor as a result of or arising out of the activities of Grantee, its employees, agents, contractors, subcontractors, successors, assigns, lessees or licensees in the construction, reconstruction, operation, maintenance or removal of the water pipeline or otherwise relating to the Grantee's use of the Easement Property.

5. Miscellaneous.

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

(B) This Easement constitutes the entire agreement between the parties.

(C) This Easement shall be of no force and effect until the same is duly and validly executed by each of the parties hereto.

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

GRANTOR:

Town of Parker, Colorado

By: _____
Mike Waid, Mayor

ATTEST:

By: _____
Carol Baumgartner, Town Clerk

STATE OF COLORADO)
) ss
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by Mike Waid, Mayor of the Town of Parker, Colorado.

WITNESS my hand and official seal.

My commission expires: _____

GRANTEE:

Parker Water & Sanitation District,
a Colorado special district and political
subdivision.

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

ATTEST:

By: _____
Maleia Good, Engineering Secretary

Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by Ron R. Redd, P.E., District Manager of the Parker Water and Sanitation District.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT A

A PERMANENT EASEMENT, 25.00 FEET WIDE, BEING A PORTION OF TRACT T, REATA NORTH FILING NO. 1, AS DEPICTED ON THAT SUBDIVISION PLAT RECORDED AT RECEPTION NUMBER 2003146594 IN THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE, SITUATED IN THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 35, BEING A POINT ON THE SOUTH LINE OF THAT WELL SITE EASEMENT DESCRIBED IN THAT EASEMENT AGREEMENT RECORDED AT RECEPTION NUMBER 2005052122 IN SAID OFFICE;

THENCE S89°16'10"W, ALONG SAID SOUTH LINE ALSO BEING THE NORTH LINE OF SAID NORTHEAST QUARTER, 155.17 FEET TO THE **POINT OF BEGINNING**;

THENCE S47°33'40"W, 324.90 FEET;

THENCE S06°47'44"W, 35.78 FEET TO A SOUTHWESTERLY LINE OF SAID TRACT T;

THENCE N42°00'01"W, ALONG SAID SOUTHWESTERLY LINE, 33.23 FEET;

THENCE N06°47'44"E, 23.18 FEET;

THENCE N47°33'40"E, 306.14 FEET TO SAID SOUTH LINE;

THENCE N89°16'10"E, ALONG SAID SOUTH LINE, 37.57 FEET TO THE **POINT OF BEGINNING**;

CONTAINING 8,625 SQUARE FEET OR 0.1980 ACRES, MORE OR LESS.

PREPARED BY FREDRICK L. EASTON, JR., PLS 37948
FOR AND ON BEHALF OF FARNSWORTH GROUP, INC.
5613 DTC PARKWAY, SUITE 1100
GREENWOOD VILLAGE, CO 80111

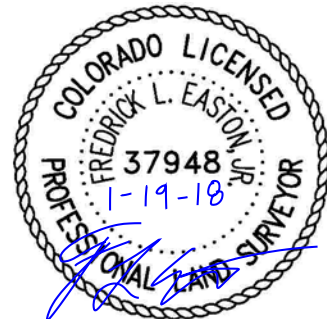
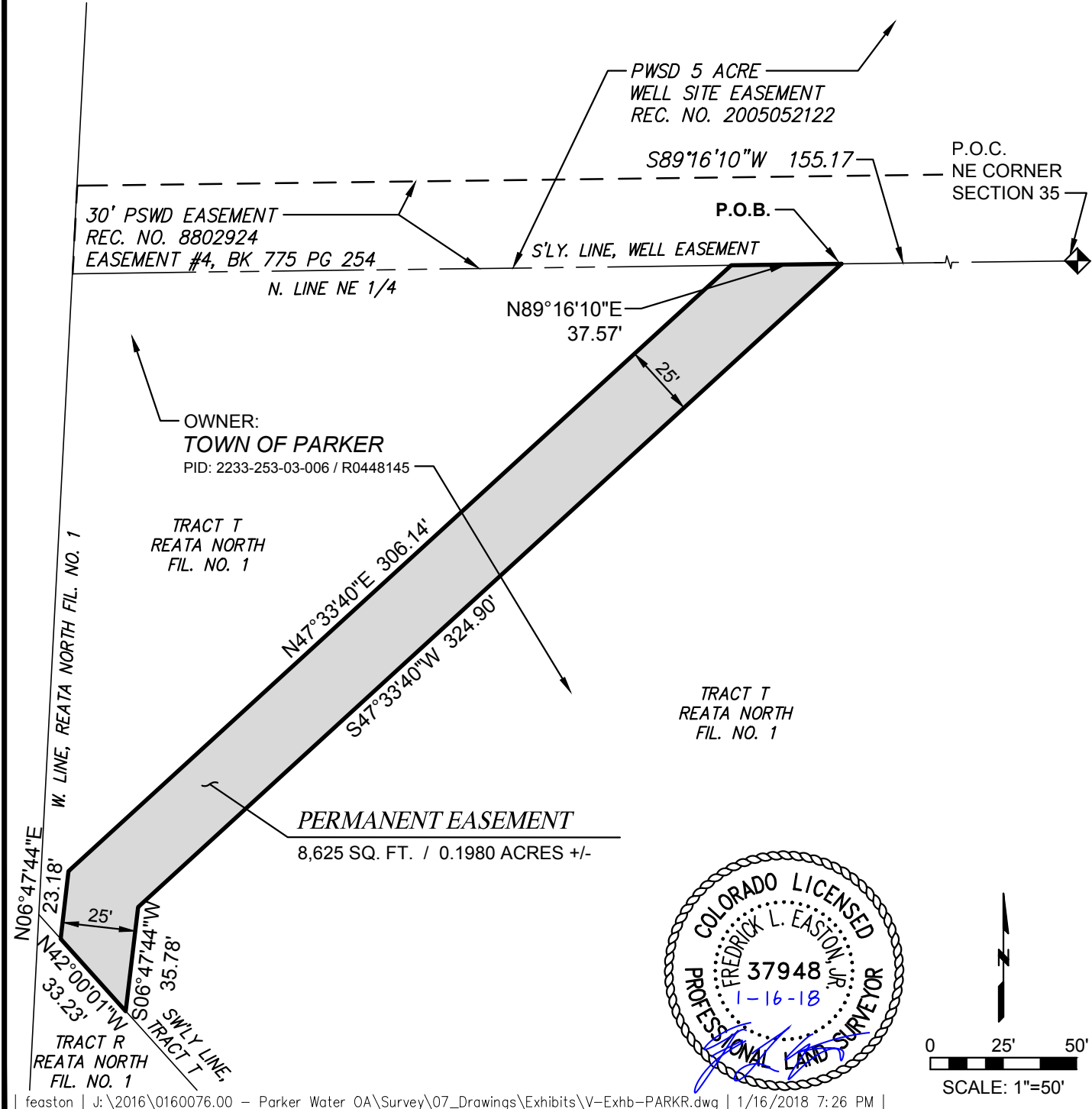


ILLUSTRATION FOR EXHIBIT A

PAGE 1 OF 1

THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION. SECTION LINE DIMENSIONS AND CALCULATION OF EXISTING PROPERTY BOUNDARIES ARE BASED ON GIS LAND POSITIONS ONLY.

P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
PWSD = PARKER WATER AND SANITATION DISTRICT



feaston | J:\2016\0160076.00 - Parker Water OA\Survey\07_Drawings\Exhibits\V-Exhb-PARKR.dwg | 1/16/2018 7:26 PM |



5613 DTC PARKWAY, SUITE 1100
GREENWOOD VILLAGE, COLORADO 80111
(303) 692-8838 / info@f-w.com

PARKER WATER AND SANITATION DISTRICT
TOWN OF PARKER
PERMANENT EASEMENT IN SECTION 35,
TOWNSHIP 6 SOUTH, RANGE 66 WEST, 6TH P.M.
DOUGLAS COUNTY, STATE OF COLORADO

Project No: 0160076.00
Drawn by: AGW
Approved: FLE
Date: 01/16/2018
Revised:

1 OF 1



Request for Town Council Action

Date: March 19, 2018

Submitted By: Jacob James, Stormwater Manager

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 9.262.1 - Second Reading**
A Bill for an Ordinance Approving the Agreement Regarding Design and Construction of Drainage and Flood Control Improvements for Newlin Gulch Downstream of Heirloom Parkway By and Between Urban Drainage and Flood Control District and the Town of Parker (Agreement No. 16-11.23A Project No. 106484)

Department: **Engineering/Public Works, Jacob James**

EXECUTIVE SUMMARY

This is a proposed amendment to an Intergovernmental Agreement (IGA) with the Urban Drainage and Flood Control District to provide funding for a Stormwater Capital Improvement Project to improve Newlin Gulch at Heirloom Parkway.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Ordinance No. 9.262 and Agreement No. 16-11.23 were approved by Town Council on February 6, 2017, to provide funding for the design of improvements to Newlin Gulch at Heirloom Parkway (extended). The engineering design has been completed and the purpose of this IGA is to add funding for construction of the improvements.

FINANCIAL IMPACT

The approved Stormwater budget for 2018 included a capital improvement project line item for \$200,000 for Newlin Gulch. The Urban Drainage and Flood Control District will provide a funding match of \$200,000. This amendment to the IGA will also allow Urban Drainage and Flood Control District to re-appropriate remaining funds from the Crown Point Detention Pond Project which was funded in 2015 through Agreement No. 15-02.04. The financial breakdown

is shown below:

Town of Parker: \$40,000 (Original) + \$200,000 (This Amendment)
Urban Drainage: \$40,000 (Original) + \$200,000 (This Amendment)
Urban Drainage Fund Transfer: \$279,117.66 (This Amendment)

STRATEGIC GOAL(S)

Promote a Safe and Healthy Community

ATTACHMENTS

1. Newlin Gulch at Heirloom Vicinity Map
2. Ordinance No. 9.262.1

RECOMMENDED MOTION

I move to approve Ordinance No. 9.262.1 on second reading.

AGREEMENT REGARDING
DESIGN AND CONSTRUCTION
OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR
NEWLIN GULCH DOWNSTREAM OF HEIRLOOM PARKWAY
TOWN OF PARKER

Agreement No. 16-11.23
Project No. 106484

Exhibit A



ORDINANCE NO. 9.262.1, Series of 2018

TITLE: A BILL FOR AN ORDINANCE APPROVING THE AGREEMENT REGARDING DESIGN AND CONSTRUCTION OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR NEWLIN GULCH DOWNSTREAM OF HEIRLOOM PARKWAY BY AND BETWEEN URBAN DRAINAGE AND FLOOD CONTROL DISTRICT AND THE TOWN OF PARKER

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 Agreement Regarding Design and Construction of Drainage and Flood Control Improvements for Newlin Gulch Downstream of Heirloom Parkway by and between Urban Drainage and Flood Control District and the Town of Parker, 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 _____, 2018.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2018.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

EXHIBIT 1

AGREEMENT REGARDING DESIGN AND CONSTRUCTION OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR NEWLIN GULCH DOWNSTREAM OF HEIRLOOM PARKWAY

Agreement No. 16-11.23A

Project No. 106484

THIS AGREEMENT, dated _____, by and between URBAN DRAINAGE AND FLOOD CONTROL DISTRICT (hereinafter called "DISTRICT") and TOWN OF PARKER (hereinafter called "TOWN") and collectively known as "PARTIES";

WITNESSETH:

WHEREAS, PARTIES have entered into "Agreement Regarding Design and Construction of Drainage and Flood Control Improvements for Newlin Gulch downstream of Heirloom Parkway (Agreement No. 16-11.23) dated February 6, 2017; and

WHEREAS, PARTIES now desire to construct drainage and flood control improvements for Newlin Gulch downstream of Heirloom Parkway; and

WHEREAS, PARTIES desire to increase the level of funding by \$679,117.66; and

WHEREAS, DISTRICT's Board of Directors has authorized additional DISTRICT financial participation for PROJECT (Resolution No. _____, Series of 2018); and

WHEREAS, the Town Council of TOWN and the Board of Directors of DISTRICT have authorized, by appropriation or resolution, all of PROJECT costs of the respective PARTIES.

NOW, THEREFORE, in consideration of the mutual promises contained herein, PARTIES hereto agree as follows:

1. Paragraph 4. PROJECT COSTS AND ALLOCATION OF COSTS is deleted and replaced as follows:

4. PROJECT COSTS AND ALLOCATION OF COSTS

A. PARTIES agree that for the purposes of this Agreement PROJECT costs shall consist of and be limited to the following:

1. Final design services;
2. Construction of improvements;
3. Contingencies mutually agreeable to PARTIES.

B. It is understood that PROJECT costs as defined above are not to exceed \$759,117.66 without amendment to this Agreement.

PROJECT costs for the various elements of the effort are estimated as follows:

<u>ITEM</u>	<u>AS AMENDED</u>	<u>ORIGINAL</u>
1. Final Design	\$ 80,000.00	\$ 80,000.00
2. Construction	\$ 588,250.00	\$ -0-
3. Contingency	\$ 90,867.66	\$ -0-
Grand Total	\$ 759,117.66	\$ 80,000.00

This breakdown of costs is for estimating purposes only. Costs may vary between the various elements of the effort without amendment to this Agreement provided the total expenditures do not exceed the maximum contribution by all PARTIES plus accrued interest.

- C. At the request of TOWN, the following TOWN funds may be transferred to PROJECT from a separate special fund held by DISTRICT:

Transfer from: (Cottonwood Creek, Crown Point Detention)

Account No. 5302 Agreement No. 15-02.04 Amount: \$279,117.66

	<u>Percentage Share</u>	<u>Previously Contributed</u>	<u>Additional Contribution</u>	<u>Maximum Contribution</u>
DISTRICT	50.00%	\$40,000	\$200,000.00	\$240,000.00
TOWN	50.00%	\$40,000	\$200,000.00	\$240,000.00
Special Fund Transfer			\$279,117.66	\$279,117.66
TOTAL	100.00%	\$80,000	\$679,117.66	\$759,117.66

2. Paragraph 5. MANAGEMENT OF FINANCES is deleted and replaced as follows:

5. MANAGEMENT OF FINANCES

As set forth in DISTRICT policy (Resolution No. 11, Series of 1973, Resolution No. 49, Series of 1977, and Resolution No. 37, Series of 2009), the funding of a local body's one-half share may come from its own revenue sources or from funds received from state, federal, or other sources of funding without limitation and without prior Board approval. Payment of each party's full share (TOWN - \$519,117.66; DISTRICT - \$240,000) shall be made to DISTRICT subsequent to execution of this Agreement and within 30 days of request for payment by DISTRICT. The payments by PARTIES shall be held by DISTRICT in a special fund to pay for increments of PROJECT as authorized by PARTIES, and as defined herein. DISTRICT shall provide a periodic accounting of PROJECT funds as well as a periodic notification to TOWN of any unpaid obligations. Any interest earned by the monies contributed by PARTIES shall be accrued to the special fund established by DISTRICT for PROJECT and such interest shall be used only for PROJECT upon approval by the contracting officers (Paragraph 13).

Within one year of completion of PROJECT if there are monies including interest earned remaining which are not committed, obligated, or disbursed, each party shall receive a share

of such monies, which shares shall be computed as were the original shares; or at TOWN request, TOWN share of remaining monies shall be transferred to another special fund held by DISTRICT.

3. All other terms and conditions of Agreement No. 16-11.23 shall remain in full force and effect.

WHEREFORE, PARTIES hereto have caused this instrument to be executed by properly authorized signatories as of the date and year first above written.

URBAN DRAINAGE AND
FLOOD CONTROL DISTRICT

By_____

Name Ken A. MacKenzie

Title Executive Director

Checked By

TOWN OF PARKER

By_____

Mike Waid

Title Mayor

Date_____

(SEAL)

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney