

TOWN OF PARKER COUNCIL AGENDA

October 5, 2020

Notes:

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

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

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

Town Administrator Emergency Order No. 2-2020: All municipal facilities, including Town Hall where Town Council meetings are physically held, are closed to all members of the general public in response to the COVID-19 pandemic.

Town Administrator Emergency Order No. 4-2020: Town Council meetings are closed to members of the general public in response to the COVID-19 pandemic. The Town will provide for electronic participation by the general public, including applicants, residents and other interested parties during regular and special Town Council meetings. Information regarding such electronic participation will be included on the Town Council's website www.ParkerOnline.org/VirtualTownCouncilMeetings.

Town Administrator Emergency Order No. 8-2020: Public comment for items that are not on the agenda may be made electronically at <http://parkeronline.org/CouncilPublicComment>. For those unable to provide comments electronically through the website, please contact the Clerk's Office to make alternative arrangements. The Town Clerk can be reached at 303-805-3198. Public comments that are provided by 5:00 p.m. on the day of the regular or special Town Council meeting will be provided to the Town Council and will be included with the approved minutes of the Town Council meeting.

Virtual Public Participation by Zoom Webinar: Instructions on how to participate in the public hearing are available by viewing the individual Town Council meeting listings on the Town's online calendar at www.parkeronline.org/calendar.

Public Viewing Only - Facebook Live: Town Council meetings may be viewed through Facebook Live from the Town of Parker website: www.facebook.com/townofparkerco.

PLEASE NOTE: Public Participation is NOT available through Facebook Live.

1. **TOWN COUNCIL MEETING SCHEDULE**
 - A. **5:30 P.M. – Call to Order Town Council Meeting and Roll Call**
 - B. **Executive Session – Immediately following Call to Order/Roll Call – (See Attached)**
 - C. **Reconvene Town Council Meeting at 7:00 P.M. or as soon thereafter as the regular public meeting can be conducted.**
2. **PARKER CHAMBER OF COMMERCE UPDATES**
3. **DOWNTOWN BUSINESS ALLIANCE UPDATES**
4. **PUBLIC COMMENTS** (No action will be taken on these items.) *Public Comment for items that are not on the agenda will be addressed in the manner provided by Town Administrator Emergency Order No. 8-2020.*

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 - September 21, 2020*

B. *Parker and Pine Minor Development Filing 1, First Amendment to Subdivision Agreement*
Department: Engineering and Public Works, Tyler Sandt

C. *ORDINANCE NO. 3.321.3 - First Reading*
A Bill for an Ordinance to Amend Section 13.02.010 and Subsection 13.07.140(c) of the Parker Municipal Code Concerning Dedications for Parks, Trails, Open Space and Schools
Department: Community Development, Mary Munekata
Community Development, Stacey Nerger
Parks and Recreation, Dennis Trapp
Second Reading: October 19, 2020

D. *ORDINANCE NO. 9.318.1*
A Bill for an Ordinance to Repeal Ordinance No. 9.318, Series of 2020, "A Bill for an Ordinance to Approve the Intergovernmental Agreement Regarding the Community Development Block Grant Program for Fiscal Years 2021-2023 Administered by the U.S. Department of Housing and Urban Development By and Between the Board of County Commissioners of the County of Douglas, State of Colorado, and the Town of Parker"
Department: Town Attorney, Jamie Wynn
Community Development, John Fussa
Second Reading: October 19, 2020

E. *ORDINANCE NO. 1.546 - First Reading*
A Bill for an Ordinance to Approve the Douglas County Impact Unit (IMPACT) Collaborative Investigation Unit Memorandum of Understanding Among the Douglas County Sheriff's Office, Town of Parker, City of Lone Tree and Town of Castle Rock
Department: Police, Jim Prior
Town Attorney, Jamie Wynn
Second Reading: October 19, 2020

- F. *ORDINANCE NO. 9.324 - First Reading*
A Bill for an Ordinance to Approve the Intergovernmental Agreement By and Between the Town of Parker and the Colorado Department of Revenue Concerning Sales and Use Tax Software
Department: Finance, Linda Quade
Second Reading: October 19, 2020
- G. *ORDINANCE NO. 8.31 - First Reading*
A Bill for an Ordinance to Amend Chapter 4.03 of the Parker Municipal Code to Define Economic Nexus and Update Methods for Collection and Remittance of Sales Tax
Department: Finance, Linda Quade
Second Reading: October 19, 2020
- H. *RESOLUTION NO. 20-051*
A Resolution Approving the Grant Application for 2021 Department of Local Affairs Peace Officers Mental Health Support Grant
Department: Police, Amanda Hollander
Town Attorney, Jamie Wynn
- I. *CONTRACTS ABOVE \$100,000*
1. *2020 Townwide Concrete Replacement Program (CIP20-003) Contract Modification*
Amount: \$100,000
Contractor: Stone & Concrete, Inc
Department: Engineering/Public Works, Danny Smith

7. **PUBLIC HEARINGS**

- A. **RESOLUTION NO. 20-043**
A Resolution to Adopt the Chambers and Hess Roads Subarea Plan as a Part of the 2035 Master Plan
Department: Community Development, Carolyn Washee-Freeland
- B. **ORDINANCE NO. 1.539.3 - Second Reading**
A Bill for an Ordinance to Adopt the 2020 Revised Budget for the Town of Parker and to Make Appropriations for the Same
Department: Finance, Rhonda Willey

C. BOWEY PROPERTY - Annexation and Zoning (to be continued to November 2, 2020)

Department: Community Development, BrieAnna Simon

- 1. RESOLUTION NO. 20-052
A Resolution to Establish the Town Council's Findings of Fact and Conclusions Thereon Concerning the Bowey Property Annexation
Department: Community Development, BrieAnna Simon**
- 2. ORDINANCE NO. 2.274 - Second Reading
A Bill for an Ordinance Approving and Accomplishing the Annexation of Contiguous Unincorporated Territory Known as the Bowey Property**
- 3. ORDINANCE NO. 3.356 - Second Reading
A Bill for an Ordinance Zoning Certain Property Within the Town of Parker, Colorado, Known as the Bowey Property to A-Agricultural District Pursuant to the Town of Parker Land Development Ordinance and Amending the Zoning Ordinance and Map to Conform Therewith**

D. BELFORD NORTH METROPOLITAN DISTRICT

Department: Town Attorney, Kristin Hoffmann

- 1. RESOLUTION NO. 20-049
A Resolution to Approve the First Amended and Restated Service Plan for Belford North Metropolitan District**
- 2. ORDINANCE NO. 9.303.1 - Second Reading
A Bill for an Ordinance Approving a First Amended and Restated Intergovernmental Agreement Between the Town of Parker, Colorado, and the Belford North Metropolitan District**

E. BELFORD SOUTH METROPOLITAN DISTRICT

Department: Town Attorney, Kristin Hoffmann

- 1. RESOLUTION NO. 20-050
A Resolution to Approve the Second Amended and Restated Service Plan for Belford South Metropolitan District**
- 2. ORDINANCE NO. 9.304.1 - Second Reading
A Bill for an Ordinance Approving a Second Amended and Restated Intergovernmental Agreement Between the Town of Parker, Colorado, and the Belford South Metropolitan District**

8. ORDINANCES

- A. ORDINANCE NO. 5.75.3 - Second Reading
A Bill for an Ordinance to Amend Section 6.02.040 of the Parker Municipal Code Concerning Exceptions to Tobacco Smoking Restrictions**

Department: Town Attorney, Kristin Hoffmann

- B. ORDINANCE NO. 9.323 - Second Reading
A Bill for an Ordinance to Approve the Intergovernmental Agreement By and Between the Colorado Department of Transportation and the Town of Parker Concerning Project: MTF 083A-144 (23970), Parker Road Trail: 20 Mile to Hess Road Funding for the Construction of the Parker Road Sidewalks Project (Twenty Mile Road to Hess Road)**

**Department: Engineering and Public Works, Tom Gill
Engineering and Public Works, Chris Hudson**

- C. ORDINANCE NO. 9.291.1 - Second Reading
A Bill for an Ordinance Approving the Amendment to Agreement Regarding Final Design and Construction of Fee-In-Lieu Drainage and Flood Control Improvements for Green Acres Tributary at Compark Village South (Agreement No. 19-06.01A, Project No. 107382) By and Between Urban Drainage and Flood Control District d/b/a Mile High Flood District and the Town of Parker**

**Department: Engineering and Public Works, Michael Grabczyk
Engineering and Public Works, Alex Mestdagh**

9. ADJOURNMENT

Parker Town Council

Executive Session Agenda

October 5, 2020

“To consider personnel matters, pursuant to C.R.S. § 24-6-402(4)(f).”

1. Municipal Court Judge Evaluation Process

“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. Section 13.01.100 of the Parker Municipal Code – Waiver – Emergency Order No. 12-2020 – Extension of Approvals (Back 40 Gun and Archery Range)

3. Section 13.01.100 of the Parker Municipal Code – Waiver – Emergency Order No. 12-2020 – Extension of Approvals (Retail/Office Building Lot 31B-2, Block 1, Twenty Mile Village Filing No. 2, 13th Amendment)

“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).”

4. Proposed First Amendment to the Amended and Restated Stroh Ranch/Hess Ranch Annexation Agreement (Southern Property)

**TOWN OF PARKER COUNCIL
MINUTES
SEPTEMBER 21, 2020**

Mayor Mike Waid called the meeting to order at 5:30 P.M. Councilmembers Lewis and Williams were absent.

As part of agenda review,, Town Council discussed the criteria for granting a variance under Section 13.04.250 of the Parker Municipal Code.

Town Attorney Jim Maloney announced that the topics for discussion in Executive Session were two (2) items; under C.R.S. § 24-6-402(4)(b) there was one item which was to receive legal advice on specific legal questions concerning Section 13.01.100 of the Parker Municipal Code – Waiver – Stroh Ranch Filing No. 16 – Hunters Chase; under C.R.S. 24-6-402(4)(e), there was one item on My Mainstreet proposed purchase and sale of the Schoolhouse property.

EXECUTIVE SESSION

Joshua Rivero moved and John Diak seconded to go into Executive Session at 5:41 P.M. to hold a conference with the Town's attorney to receive legal advice on specific legal question; under s, pursuant to C.R.S. § 24-6-402(4)(b) and to determine positions relative to matters tat may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators,

The motion was approved unanimously.

Joshua Rivero moved and John Diak seconded to come out of Executive Session at 6:02 P.M.

The motion was approved unanimously.

Joshua Rivero moved and John Diak seconded to recess the meeting until 7:00 P.M.

The motion was approved unanimously.

Following executive session, Town Council briefly discussed Section 2.9 of the Town of Parker Home Rule Charter, concerning vacancies.

REGULAR MEETING

Mayor Waid reconvened the Council meeting at 7:00 P.M. All Councilmembers were present except Debbie Lewis and Renee Williams.

Mayor Waid led the Pledge of Allegiance.

SPECIAL PRESENTATION

The Rotary Club of Parker recognized Chief Tsurapas and the Police Department for making the Town of Parker a safe place to live, work, and recreate for all its citizen and visitors.

PUBLIC COMMENTS

There were four written public comments that will be attached to the approved minutes.

REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL

Accept the resignation of Councilmember Renee Williams and determine that a vacancy exists effective September 21, 2020

Renee Williams read her resignation letter into the record. (See attachment.)

Town Council accepted the resignation of Councilmember Renee Williams effective September 21, 2020, and determined that a vacancy exists according to the Parker Home Rule Charter, Section 2.9 - Vacancies.

Each Councilmember provided an update on meetings they each attended since the last Council meeting.

CONSENT AGENDA

A. APPROVAL OF MINUTES - September 8, 2020

B. BOWEY PROPERTY - Annexation and Zoning

Department: Community Development, BrieAnna Simon

Second October 5, 2020

Reading:

1. RESOLUTION NO. 20-042.1

A Resolution Amending Resolution No. 20-042, Series of 2020, Setting the Date for Consideration of the Annexation Ordinance for the Bowey Property for Second Reading on November 2, 2020

Department: Community Development, BrieAnna Simon

2. ORDINANCE NO. 2.274 - First Reading

A Bill for an Ordinance Approving and Accomplishing the Annexation of Contiguous Unincorporated Territory Known as the Bowey Property

3. ORDINANCE NO. 3.356 - First Reading

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

C. ORDINANCE NO. 5.75.3 - First Reading

A Bill for an Ordinance to Amend Section 6.02.040 of the Parker Municipal Code Concerning Exceptions to Tobacco Smoking Restrictions

Department: Town Attorney, Kristin Hoffmann

Second Reading: October 5, 2020

- D. *ORDINANCE NO. 1.539.3 - First Reading*
A Bill for an Ordinance to Adopt the 2020 Revised Budget for the Town of Parker and to Make Appropriations for the Same
Department: Finance, Rhonda Willey
Second Reading: October 5, 2020
- E. *ORDINANCE NO. 9.323 - First Reading*
A Bill for an Ordinance to Approve the Intergovernmental Agreement By and Between the Colorado Department of Transportation and the Town of Parker Concerning Project: MTF 083A-144 (23970), Parker Road Trail: 20 Mile to Hess Road Funding for the Construction of the Parker Road Sidewalks Project (Twenty Mile Road to Hess Road)
Department: Engineering and Public Works, Tom Gill
Engineering and Public Works, Chris Hudson
Second Reading: October 5, 2020
- F. *ORDINANCE NO. 9.291.1 - First Reading*
A Bill for an Ordinance Approving the Amendment to Agreement Regarding Final Design and Construction of Fee-In-Lieu Drainage and Flood Control Improvements for Green Acres Tributary at Compark Village South (Agreement No. 19-06.01A, Project No. 107382) By and Between Urban Drainage and Flood Control District d/b/a Mile High Flood District and the Town of Parker
Department: Engineering and Public Works, Michael Grabczyk
Engineering and Public Works, Alex Mestdagh
Second Reading: October 5, 2020
- G. *ORDINANCE NO. 9.303.1 - First Reading*
A Bill for an Ordinance Approving a First Amended and Restated Intergovernmental Agreement Between the Town of Parker, Colorado, and the Belford North Metropolitan District
Department: Town Attorney, Kristin Hoffmann
Second Reading: October 5, 2020
- H. *ORDINANCE NO. 9.304.1 - First Reading*
A Bill for an Ordinance Approving a Second Amended and Restated Intergovernmental Agreement Between the Town of Parker, Colorado, and the Belford South Metropolitan District
Department: Town Attorney, Kristin Hoffmann
Second Reading: October 5, 2020

I. *RESOLUTION NO. 20-045*

A Resolution Accepting the Conveyance of an Underground Power Line Easement from Parker Water and Sanitation District for the Bar CCC Property

*Department: Parks and Recreation, Dennis Trapp
Engineering and Public Works, Chris Hudson*

J. *RESOLUTION NO. 20-046*

A Resolution Accepting the Conveyance of a Utility Easement Agreement from Parker Water and Sanitation District for the Bar CCC Property

*Department: Parks and Recreation, Dennis Trapp
Engineering and Public Works, Chris Hudson*

K. *RESOLUTION NO. 20-048*

A Resolution Accepting the Conveyance of Real Property from the Board of County Commissioners of the County of Douglas for the East Side of Parker Road (State Highway 83) South of Lincoln Avenue

Department: Engineering and Public Works, Chris Hudson

Joshua Rivero moved to approve Consent Agenda Items 5A through 5K except 5H.

John Diak seconded the motion.

The motion was approved unanimously.

Joshua Rivero moved to approve Item 5H on the Consent Agenda.

John Diak seconded the motion.

The motion passed 3 to 1. Cheryl Poage has a conflict of interest on this item, but voted no due to the Rule of Necessity as stated in the Colorado Revised Statutes as there would not have been a quorum to move the item forward without her vote.

PUBLIC HEARINGS

A. CAROUSEL FARMS FILING NO. 1, LOTS 11 and 12, BLOCK 1 - Fence Variance

7:22 PM

The applicant, Julie Trail, is requesting a variance to allow a six (6) foot high, solid privacy fence adjacent to dedicated open space with a trail connecting Mainstreet to Hayloft Street.

Julie is representing Thomas Menefee and herself as owners of Carousel Farms Filing 1, Lot 11, Block 1 located on the west side of the open space and Mi In Yoon and Sung Yoon Jeong as owners of Carousel Farms Filing 1, Lot 12, Block 1 located on the east side of the open space. The lots back to Mainstreet and the area in question is the side yard of each property adjacent to the open space. Both property owners have recently installed the six (6) foot high, solid privacy fence adjacent to the existing split rail fence along their side yard bordering the open space.

Century Communities constructed the homes on the subject properties in 2018 with a split rail fence in the side yards adjacent to the dedicated open space tract with trail. The lots were designed, platted and developed as part of Carousel Farms PD Filing No. 1 that was

approved by the Town Council in September, 2016. The Council approval included a master landscape and fence plan for the development. The approved plans indicate that the side yard for each lot bordering the open space with trail are required to have a split rail fence.

The Land Development Ordinance (LDO) requires that fencing adjacent to open space be of an open (split rail) design with a maximum height of four (4) feet. The intent of this requirement is to ensure that dedicated open space is accessible, open and visible to the public nor enclosed or walled-off by unsightly fence canyons. The requirement also seeks to enhance public safety by maintaining visibility and “eyes on the street” within open space areas. Typically, these open areas are proximate to residential uses and contain trails, parks or recreational facilities where there is public benefit in maintaining visibility to promote public safety.

The LDO provides a process and criteria for variances at Section 13.04.260 - Variances and requires applicants to demonstrate a hardship for approval at Section 13.04.260b(2).

Staff has determined that the requested variances do not satisfy the requirements for relief set forth in the LDO as indicated in 13.04.260 and 13.04.260b(2). There are no known peculiar or exceptional difficulties associated with the dedicated open space, adjacent residential side yards or the requirement for an open (split rail) fence with a maximum height of four (4) feet. This condition is commonly found throughout Town where residential yards adjacent to dedicated open space typically have an open (split rail) fence with a maximum height of four (4) feet. This condition is found within the Enclave at Pine Grove neighborhood including the subject properties and along the eastern border with Bradbury Ranch where there are multiple residential lots with rear yards adjacent to dedicated open space that have open (split rail) fences of a maximum four (4) feet in height. The subject properties and the adjacent dedicated open space do not have an exceptional configuration, shape or topographic condition that would cause a hardship and require the installation of a non-conforming six (6) foot high, solid privacy fence. Staff has therefore determined that the criteria required for variance approval are not been satisfied.

Additionally, Section 13.04.260(e) provides that "No variance shall be granted where, in the opinion of the Council...the request is determined to be a self-imposed hardship that can be rectified by means other than a variance." Here the Applicants purchased their respective lots in a finished condition with an approved split rail fence adjacent to open space. The Applicants replaced the split rail fence without approval of the Town. As an alternative, the applicant has the option of planting additional landscaping along their side property line adjacent to the dedicated open space that would provide screening, privacy and a buffer from residents of the neighborhood using the open space and trail.

Planning Commission heard this item on September 10, 2020 and recommended approval for both locations. This recommendation was based on the proximity to Mainstreet, length of the open space segment in question, and as the variance will not be detrimental to the Town. Planning Commission recommended approval with the following two conditions:1)

The existing split rail fence, adjacent to the privacy fence be removed.2) The privacy fence be updated with additional decorative details in order to match the existing privacy fence along Mainstreet.

Applicant: Julie Trail - 16022 Hayloft Lane - She requested a variance for the installed fence. She also presented for her neighbor. She stated the fence was for safety purposes. Ms. Trail applied for the fence in July 2019 and Mi Demna applied in June 2019. After the fences were installed, eight months later were requested to take them down or ask the Town for a variance. She stated the HOA approved them in June and July 2019 respectively.

Public Comment: 7:36 PM

Mi Demna - 11092 Hayloft Street - asked Council to approve the variance. Brenda Owings, Carousel Farms HOA Board, 8390 E. Crescent Blvd., Greenwood Village, 80111, stated the HOA did not approve the fence requests. The management company sent out the wrong letter out to the homeowners. She noted that the HOA did in fact deny both of the requests.

The Public Hearing was closed at 7:41 P.M.

1. **Applicant:** **Julie Trail**
 Location: **16022 Hayloft Lane**
 Department: **Community Development, BrieAnna Simon**
 TRAKiT No.: **Z20007**

Cheryl Poage moved to deny the Fence Variance request at 16022 Hayloft Lane.

Joshua Rivero seconded the motion.

The motion passed 3-1. (Toborg voted no.)

2. **Applicant:** **Julie Trail**
 Location: **11092 Hayloft Street**
 Department: **Community Development, BrieAnna Simon**
 TRAKiT No.: **Z20008**

Joshua Rivero moved to deny the fence variance at 11092 Hayloft Street.

Cheryl Poage seconded the motion.

The motion passed 3-1. (Toborg voted no.)

B. Tax and Fee Assistance Program Agreement for The Wild Goose Saloon

Department: Town Attorney, Jim Maloney

7:50 PM

The Wild Goose is planned as a 7,200-sf indoor eating/drinking/entertainment establishment with a 6,300-sf patio in the Greater Downtown District of Parker. The Wild Goose Saloon will employ approximately 60 individuals when fully operational. The capital investment is estimated at \$3.6 million. Annual sales are estimated to be \$3.6 million initially, growing to \$4.2 million over three (3) years. The Wild Goose meets the following goals of the TAP Program:

- produces increased sales taxes;
- provides new jobs (employment);
- provides for the creation or enhancement of a unique downtown; and
- contributes to the diversity of jobs and employment opportunities.

Under the TAP Agreement, Wild Goose will receive:

- fifty percent (50%) of the enhanced sales taxes generated by the project, excluding the Parks and Recreation Sales Tax, for a maximum of three (3) one-year terms; and
- fifty percent (50%) of development fees, which include permit fees, plan check fees, and construction use taxes collected by the Town during the construction permitting process for the initial construction of the project
- The maximum period that the TAP Agreement will be in effect is three (3) years or until the maximum sum of \$154,000 is shared, whichever occurs first, at which time the TAP Agreement will terminate.

Applicant:

Gene Gregory thanked Council for any assistance.

Public Comments: None

The Public Hearing was closed at 7:53 P.M.

Joshua Rivero moved to approve the staff recommendation.

John Diak seconded the motion.

The motion was approved unanimously.

C. Tax and Fee Assistance Program Agreement for Big Tool Box

Department: Town Attorney, Jim Maloney

7:55 P.M.

Jackalope is planned as a 32,000-sf indoor and 87,000-sf outdoor business that includes an Ace Hardware, Nursery Garden Center, Sprinkler Center and Repair and Rental. The capital investment in the building is estimated at \$8.7 million. Jackalope will employ 45 individuals full-time and 75 part-time when fully operational. Annual sales are estimated to be \$5.3 million initially, growing to \$8.6 million over five (5) years. Jackalope meets

the following goals of the TAP Program:

- produces increased sales taxes;
- provides new jobs (employment);
- provides for the creation or enhancement of a unique downtown; and
- contributes to the diversity of jobs and employment opportunities.

Under the TAP Agreement, Jackalope will receive:

- fifty percent (50%) of the enhanced sales taxes generated by the project, excluding the Parks and Recreation Sales Tax, for a maximum of six (6) one-year terms; and
- fifty percent (50%) of development fees, which include permit fees, plan check fees, and construction use taxes collected by the Town during the construction permitting process for the initial construction of the project.
- The maximum period that the TAP Agreement will be in effect is six (6) years or until the maximum sum of \$600,000 is shared, whichever occurs first, at which time the TAP Agreement will terminate.

Applicant:

Marley Hodgson appreciates Council's consideration.

Public Comments: None.

The Public Hearing was closed at 7:02 P.M.

Joshua Rivero moved to approve the Tax and Fee Assistance Program Agreement for Big Tool Box.

Jeff Toborg seconded the motion.

The motion passed 3 to 1. (Poage voted no.)

ORDINANCES - None

The meeting adjourned at 8:03 P.M.

Carol Baumgartner, Town Clerk

Mike Waid, Mayor



Request for Town Council Action

Date: October 5, 2020

Submitted By: Tyler Sandt, Development Review Engineer

Reviewed By: Michelle Kivela, Town Administrator

Title: **Parker and Pine Minor Development Filing 1, First Amendment to Subdivision Agreement**

Department: **Engineering and Public Works, Tyler Sandt**

EXECUTIVE SUMMARY

This item is the first amendment to the Subdivision Agreement (SIA) for the Parker and Pine Filing No. 1 Minor Development Plat. This item includes improvements to the intersection of Parker Road and Pine Lane as well as the intersection of Pine Lane and Twenty Mile Road. These improvements will be constructed at no cost to the Town.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The SIA has been amended to shift the intersection improvements at Parker Road and Pine Lane to a cash-in-lieu obligation. This amendment also provides a replacement Public Improvements Cost estimate that now includes the work associated with the intersection improvements at Pine Lane and Twenty Mile Road.

The Engineering Department has determined that these necessary intersection improvements at the intersection of Parker Road and Pine Lane would cause less disruption to the local traffic if they were completed by the Town and incorporated into a larger capital project. The improvements associated with the Parker and Pine Subdivision will be fully funded by the developer and include an additional northbound left turn lane at the Parker Road and Pine Lane intersection.

The developer will be constructing an additional westbound left turn lane at the intersection of Pine Lane and Twenty Mile Road. This work will be designed and constructed by the developer at no cost to the Town. The Engineering Department required that these improvements be secured by the SIA to ensure the quality of work meets the Town standards.

FINANCIAL IMPACT

The intersection work at Parker Road and Pine Lane has been fully funded by the developer and will be constructed by the Town. The intersection work at Pine Lane and Twenty Mile Road will be designed and constructed by the developer at no cost to the Town.

STRATEGIC GOAL(S)



ENHANCE ECONOMIC
VITALITY

ATTACHMENTS

1. Parker & Pine Filing No. 1 -1st Amendment to the SIA

RECOMMENDED MOTION

I move to approve the SIA, as part of the consent agenda.

FIRST AMENDMENT TO SUBDIVISION AGREEMENT
Parker and Pine Minor Development Filing 1

THIS FIRST AMENDMENT TO AGREEMENT is made this _____ day of _____, 2020, by and between the Town of Parker, a Colorado home rule municipality (the “Town”), and EVT Parker Colorado, L.L.C., an Arizona limited liability company (the “Developer”).

RECITALS:

A. The Town and the Developer, entered into the Subdivision for Parker and Pine Filing No. 1, on July 6, 2020, which was recorded on July 9, 2020, at Reception No. 2020060000 (the “Agreement”).

B. The Town and the Developer desire to shift the signal and intersection work at Parker Road and Pine Lane to a cash-in-lieu payment to be completed by the Town as part of a larger capital project.

C. The Town desires to revise Exhibit C, Public Improvements Cost Estimate, to include the work associated with the signal modifications at the intersection Pine Lane and Twenty Mile Road.

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

Section 1. Paragraph 4., Specific Conditions, of the Agreement is amended to add the following subparagraph j., Parker Road and Pine Lane Improvements:

j. Parker Road and Pine Lane Improvements. The Developer agrees to pay to the Town the sum of Ninety-Three Thousand Six Hundred and 00/100 Dollars (\$93,600.00), which is the cost to construct an additional left turn lane on northbound Parker Road at the intersection of Parker Road and Pine Lane.

Section 2. Paragraph 7., Public Improvements and Warranty, of the Agreement is amended as follows:

7. Public Improvements and Warranty. All Public Improvements, as approved by the Director of Engineering/Public Works of the Town, shall be installed and completed at the expense of the Developer and dedicated and/or conveyed to the Town. The Public Improvements required by this Agreement and shown on the final plat, as well as associated construction documents approved by the Director of Engineering/Public Works of the Town and the costs of these Public Improvements, are set forth on **Replacement Exhibit C**, attached hereto and incorporated herein. All Public Improvements covered by this Agreement shall be made in accordance with the final plat 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 the following:

- a. That the title conveyed shall be marketable and its transfer rightful;
- b. Any and all facilities conveyed shall be free from any security interest or other lien or encumbrance; and
- c. Any and all facilities so conveyed shall be in conformity with the Town's specifications and shall be free of defects in materials or workmanship for a period of two (2) years, as stated above, including, but not limited to, cracks, breakage, settling, or other deterioration of the Public Improvements, no matter the cause, for a period of two (2) years, as stated above.

The Town will accept for maintenance all Public Improvements after the warranty period has expired, provided all warranty work has been completed. The Town shall accept for snow removal purposes only all dedicated public streets after probationary acceptance has been granted in writing by the Director of Engineering/Public Works. The Developer shall make all corrections necessary to bring the Public Improvements into conformity with the Town's specifications, prior to final acceptance.

Notwithstanding anything to the contrary contained in this Agreement, the Town will not accept for ownership, maintenance or operation any private improvements that are described as Public Improvements in this Agreement, that include, but are not limited to, private streets, private parks, private open space, drainage facilities, landscaping and medians that will be privately maintained, as described on the final plat and/or subject to a license agreement as provided by Paragraph 14 of this Agreement.

Section 3. Any reference to "Exhibit C" within the original Agreement is hereby replaced with "Replacement Exhibit C".

Section 4. Recitals to this First Amendment are incorporated herein by this reference.

Section 5. The Town and the Developer acknowledge and agree that the Agreement has not been amended, except as provided in this First Amendment.

Notary Public

REPLACEMENT EXHIBIT C

Kimley-Horn & Associates, Inc.

Opinion of Probable Construction Cost

Client: EVT Parker Colorado LLC., C/C Eisenberg Company	Date: 8/13/2020
Project: Parker & Pine Mixed Use	Prepared By: ERS
KHA No.: 096502001	Checked By: DLS

Title: Parker & Pine Mixed Use - Phase 1 - Exhibit C: Public Improvements

Since Kimley-Horn & Associates, Inc. has no control over the cost of labor, materials, equipment, or services furnished by others, or over methods of determining price, or over competitive bidding or market conditions, any and all opinions as to the cost herein, including but not limited to opinions as to the costs of construction materials, shall be made on the basis of experience and best available data. Kimley-Horn & Associates, Inc. cannot and does not guarantee that proposals, bids, or actual costs will not vary from the opinions on costs shown herein. The total costs and other numbers in this Opinion of Probable Cost have been rounded.

Item No.	Item Description	Quantity	Unit	Unit Price	Item Cost
1	Earthwork				
	Cut/Fill (Detention Basin Earthwork)	1000	CY	\$ 8	\$ 8,000
2	Storm Drainage				
	42" RCP	55	LF	\$ 170	\$ 9,350
	36" RCP	47	LF	\$ 150	\$ 7,050
	Flared End Section	2	Each	\$ 3,000	\$ 6,000
	Forebay	2	Each	\$ 18,600	\$ 37,200
	Trickle Channel	173	LF	\$ 81	\$ 14,013
	Micropool	1	Each	\$ 15,000	\$ 15,000
3	Roadway				
	Sidewalk	2020	SY	\$ 24	\$ 48,480
	Accessible Ramp	6	EA	\$ 5,700	\$ 34,200
	Unpaved Maintenance Access to Detention Pond	350	SY	\$25.00	\$ 8,750
	Pavement Marking and Signal	1	Lump Sum	\$6,000	\$ 6,000
	Additional Traffic Signal Head	1	EA	\$3,500	\$ 3,500

- Basis for Cost Projection:**
- ☐ No Design Completed
 - ☐ Preliminary Design
 - ☒ Final Design

Subtotal:	\$ 197,543
Contingency 10%	\$19,754
Mobilization 5%	\$9,877.15
Surveying 3%	\$5,926.29
CM & Testing 12%	\$23,705.16
Project Total:	\$256,806
Required Security: 110%	\$282,486

Design Engineer:

Daniel L. Skeehan, P.E.
Registered Professional Engineer, State of Colorado No. 46391



Request for Town Council Action

Date: October 5, 2020

Submitted By: Mary Munekata, Senior Planner
Stacey Nerger, Senior Planner
Dennis Trapp, Projects Administrator
John Fussa, Community Development Director

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 3.321.3 - First Reading**
A Bill for an Ordinance to Amend Section 13.02.010 and
Subsection 13.07.140(c) of the Parker Municipal Code
Concerning Dedications for Parks, Trails, Open Space and
Schools
Department: Community Development, Mary Munekata
Community Development, Stacey Nerger
Parks and Recreation, Dennis Trapp

Second Reading: October 19, 2020

EXECUTIVE SUMMARY

The Town of Parker Land Development Ordinance (LDO) requires that new residential development incorporate parks, trails, open space and, where necessary, schools depending upon the nature of the development proposal. The current Parks Dedication Standards (the Standards) for new residential development in Section 13.07.140 of the LDO were adopted in 2001 and updated in 2005. They guide the planning and design of residential development including the total area, in acres, of parks to be dedicated and the type of parks to be created.

Parks, trails and open space are important community assets. It is Town policy that they be incorporated into residential development in order to: promote residential quality of life, supplement the Town park and recreation system and contribute to the preservation of community character. In 2018, the Community Development and Parks and Recreation Departments determined that the Standards were in need of updating.

In 2019, the Community Development and Parks and Recreation Departments commissioned a study to analyze the Standards and provide recommendations for improving them. Staff from both departments presented the resulting *Parks Dedication Standards Update Recommendations Report* to Town Council in fall 2019, and were directed to confirm Council support by a resolution adopted by Council in December 2019.

Since then, staff has implemented the Report recommendations until such time as additional

Parks Dedication Standards could be prepared and adopted in advance of the LDO Modernization Project that will continue into 2021. The proposed ordinance implements this approach and will establish updated parks dedication standards including a table of parks amenity options and requirements. Residential developers would have to address the updated parks amenity standards in the planning and design of future residential development proposals if the ordinance is adopted.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Standards in *Section 13.07.140 – Dedications for Parks, Trails, Open Space and Schools* govern the total area, in acres, of parks required to be designed, constructed and dedicated with new residential development. The Standards currently address the total area of parks that are required to be dedicated but provide limited guidance regarding the design and amenities for required parks.

The staff of the Community Development and Parks and Recreation Departments coordinate with applicants on the planning and design of required parks with new residential development. Over the years, staff has identified issues with inconsistent park quality outcomes and in 2018 determined there was a need to update the Standards. The Town is currently updating them as part of the LDO Modernization Project to require improved parks with new residential development and better align with the Town's 2018 *Parks, Recreation and Open Space Master Plan* and the *Parker 2035 Master Plan*. However, the early adoption of updated parks amenity standards has been necessitated by continued residential development activity. The ordinance will provide updated guidance to applicants, staff and the public with regard to parks amenities for new residential development.

The 2019 *Parks Dedication Standards Update Recommendations Report* has been an important interim tool for staff to implement the recommendations for park improvements during the development review process. The proposed ordinance will formalize the recommendations as new standards in the LDO. They will provide updated guidance to applicants, staff and the public with regard to park planning and design in connection with residential development proposals. It will also serve as a bridge to the LDO Modernization Project that is on-going and scheduled for completion in late 2021.

Community Development and Parks and Recreation Department staff with consultant MIG presented the *Parks Dedication Standards Update Recommendations Report* to Town Council on September 23, 2019. The Council directed staff as follows:

1. Prepare a resolution supporting the *Parks Dedication Standards Update Recommendations Report* to be used in development review on an interim basis until the recommendations are codified in an ordinance.
2. Proceed with updated Parks Dedication Standards including for park amenities based on the recommendations of the *Parks Dedication Standards Update Recommendations Report*.

The Planning Commission recommended approval of the *Parks Dedication Standards Update Recommendations Report* on November 14, 2019. The Town Council subsequently approved a resolution supporting the *Parks Dedication Standards Update Recommendations Report* on December 2, 2019 consistent with #1 above. Staff has since used this document as a tool to provide updated guidance to applicants for the planning and design of parks in connection with new residential development. The ultimate goal of this effort is to improve the quality of new parks constructed with residential development to ensure they have the amenities necessary to support local quality of life and the Town-owned parks system.

The proposed ordinance updates the LDO *Section 13.07.140 – Dedications for Parks, Trails, Open Space and Schools* as follows:

- **Clarifies Community-serving parks**, their size requirements and lands that will not be considered for parks dedication (utility easements, public streets, right-of-way, etc.)
- **Clarifies Neighborhood-serving parks**, their size requirements, and lands that will not be considered for parks dedication (utility easements, public streets, right-of-way, etc.)
- **Clarifies required amenities for all parks**
- **Provides a new table of options for additional amenities** in Neighborhood-serving parks, Community-serving parks and open space. The table is divided into parks amenity categories with various options and requirements from each category depending on the type or size of the park
- **Provides alternative equivalent compliance** but only if the alternative results in a higher quality park or open space. This option is subject to review by staff and approval by the Town Council as applicable

Additionally, LDO Section 13.02.010 is being amended to align the following definitions with the updated Parks Dedication Standards:

- Open Space
- Park
- Park, Community-serving
- Park, Neighborhood-serving

The Planning Commission is scheduled to consider the proposed ordinance and provide a recommendation to the Town Council at its October 8, 2020 meeting.

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)



INNOVATE WITH
COLLABORATIVE
GOVERNANCE



SUPPORT AN
ACTIVE COMMUNITY



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH

ATTACHMENTS

1. Ordinance No. 3.321.3

RECOMMENDED MOTION

I move to approve Ordinance No. 3.321.3 on first reading and to schedule second reading for October, 19, 2020, as part of the consent agenda.

ORDINANCE NO. 3.321.3, Series of 2020

TITLE: A BILL FOR AN ORDINANCE TO AMEND SECTION 13.02.010 AND SUBSECTION 13.07.140(c) OF THE PARKER MUNICIPAL CODE CONCERNING DEDICATIONS FOR PARKS, TRAILS, OPEN SPACE AND SCHOOLS

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

Section 1. Section 13.02.010 of the Parker Municipal Code is amended by the addition of the definitions (inserted alphabetically) to read as follows:

Open space means public or private land and aquatic areas without visible evidence of residential, commercial or industrial development that are regulated or managed to protect the natural environment and significant cultural, historical, geological and ecological resources. ~~These areas, generally left in a natural state, provide passive recreation and agricultural opportunities, shape the patterns of urban development, provide environmental protection and educational, scientific or aesthetic benefits and may include trail corridors, greenways and undeveloped parks.~~ Such areas may include natural, cultural, and visual resources, trail corridors, community buffers, greenways and environmental hazard areas, such as floodplains and steep slopes.

~~*Parks, developed* means land that is privately or publicly held that has been fully developed for active recreational uses. This land benefits the entire community and meets the demands of the public for outdoor recreational facilities.~~ means public or private land used for active or passive recreational uses that may include facilities for organized activities, including playing fields, playgrounds, and ball courts. Accessory uses may include group picnic shelters, hard-surfaced pathways, restrooms, parking lots, and similar facilities.

Park, community-serving means parks providing a variety of recreation opportunities and specialized uses for several neighborhoods or the entire community. These sites may support organized sports, large group gatherings, active and passive uses, and trails, while also providing access to unique landscapes and natural areas. This type of park is referred to as a regional park for purposes of calculating excise taxes and credits in Chapter 4.07.

Park, neighborhood-serving means subdivision level or smaller parks providing essential recreation opportunities, play space, and small group gathering space to nearby neighborhoods.

Section 2. Paragraph 13.07.140(c)(7), Subparagraphs a. and b. of the Parker Municipal Code are amended as follows, and Paragraph (7) is amended by the addition of a new paragraph (10), to read as follows:

13.07.140 Dedications for parks, trails, open space and schools.

* * *

(c) Lands for parks, trails and open space.

* * *

(7) Selection criteria for public parks, open space and trails.

a. Community-serving parks. Land may be considered for acceptance for community-serving park land dedication requirements if the following criteria are met:

* * *

2. Land will not be considered for community-serving park land dedication if it is an exclusive utility or other easement, public street right-of-way or pedestrian walkway required under other regulations or contains topographical or hazardous obstructions that would preclude development as a community-serving park;

* * *

6. The minimum size of community-serving parks shall be eight (8) acres. The preferred size of community-serving parks is ten (10) to twenty-five (25) acres. A minimum of ninety percent (90%) of the land shall be developable for park uses.

b. Neighborhood-serving parks. Land may be considered for acceptance for neighborhood-serving park land dedication requirements if the following criteria are met:

* * *

2. Land will not be considered for a neighborhood-serving park land dedication if it is an exclusive utility or other easement, public street right-of-way or pedestrian walkway required under other regulations or contains topographical or hazardous obstructions that would preclude development as a neighborhood-serving park;

* * *

5. The minimum size of neighborhood-serving parks shall be one (1) acre. The preferred size of neighborhood-serving parks is one and one-half (1.5) to five (5) acres. A minimum of ninety percent (90%) of the land shall be developable for park uses.

* * *

(10) Parks and open space amenities. Development subject to parks and open space dedication requirements in this Subsection (c) shall provide amenities such as, but not limited to, benches, play equipment, game courts, and playing fields in accordance with the following standards.

a. Required amenities for all parks. The following amenities are required for all parks regardless of the optional amenities selected from Subparagraph b. below.

1. Landscaping shall be provided for all impervious areas not used for other amenities.

2. Tables and seating shall be provided, such as benches, chairs, picnic tables, and ADA seating.

3. Internal access pathways shall be provided to and between park amenities, parking areas, and the perimeter.

4. Open turf play areas shall be provided.

5. Universal and inclusive play elements shall be provided to accommodate all ages and abilities.

6. Dog waste stations shall be provided at all pedestrian access points into the park, with a minimum of three (3) per park.

7. Trash receptacles shall be provided at all seating areas with a minimum of three (3) per park.

8. All neighborhood parks shall provide a small shelter serving a capacity of between five (5) and ten (10) users.

9. All community-serving parks shall provide:

a) A large shelter serving a capacity of between thirty-one (31) and one hundred (100) users;

b) a loop path with mileage markers;

c) a large destination-scale play area;

d) programmed space;

e) drinking fountains, with one located at each ball field and sports court area;

f) a diamond or rectangular ball field;

g) a minimum of two (2) sport courts;

h) a bicycle rack and bicycle repair station;

i) permanent restrooms shall be provided;

j) barbecues, single or dual with ash disposal; and

k) off-street parking.

b. Table of options for additional amenities. Schedule 13.07.140A below includes the optional amenities for neighborhood parks, community-serving parks, and open space. The table is divided into categories, with various options and requirements from each category depending on the type of park or open space, and in some cases, the size of the park.

1. Cells marked “C” indicate that the amenity is compatible with that type of park or open space.

2. Cells marked “MC” indicate that the amenity may be compatible with that type of park or open space based on park or open space size, demographic need, or topography.

3. Cells remaining blank indicate that the amenity is not appropriate for that type of park or open space and is not allowed.

4. Cells with a cross-reference to another Subsection indicate that the amenity is required pursuant to that referenced section and is not an option that may be chosen to fulfill amenity requirements.

Schedule 13.07.140A Options for Parks and Open Space Amenities			
	Neighborhood-Serving Park	Community-Serving Park	Open Space
Category 1 – Gathering Spaces & Self-directed Group Activities			
	Pick 1	Pick 1 from each subcategory	Optional
Gardens			
Arboreta/decorative garden, irrigated	MC	MC	MC
Community garden/raised garden, irrigated	MC	MC	MC
Gathering and Social Space			
Amphitheater		MC	
Festival/event space		MC	

Schedule 13.07.140A Options for Parks and Open Space Amenities			
	Neighborhood-Serving Park	Community-Serving Park	Open Space
Outdoor nature classroom		MC	C
Outdoor performance space/stage	MC	MC	
Programmable space (indoor or outdoor)	C	See Subparagraph 13.07.140(c)(10)a.9.	C
Seating and tables	See Subparagraph 13.07.140(c)(10)a.	See Subparagraph 13.07.140(c)(10)a.	MC
Shelter, small (5-10 users)	See Subparagraph 13.07.140(c)(10)a.8.	C	MC
Shelter, medium (11-30 users)	C	C	
Shelter, large (31-100 users)		See Subparagraph 13.07.140(c)(10)a.9.	
Shelter, pavilion (more than 100 users)		C	
Interpretive and Placemaking			
Interactive, functional, or visual art	C	C	
Interpretive signage or elements	C	C	C
Site design theme	C	C	
Outdoor Specialized			
Activity hubs (ping pong, foosball, chess table, cornhole, etc.)	C	C	
Bike park, skills area, or pump track	MC	C	
Climbing spire or wall		C	
Disc golf course	MC	C	
Dog off-leash area (fenced)	C	C	MC
Horseshoe pit	C	C	
Skate park		C	

Category 2 – Active Uses			
	Pick 2, but only 1 may be from paths, trails	Pick as shown below for each subcategory	Pick as shown below for each subcategory
Paths, Trails, and Trailheads		Pick 1 per acre	Pick 1 per acre
Greenway connection or trailhead	C	C	C
Hard-surfaced multi-use trail	C	C	C
Internal access pathway	See Subparagraph 13.07.140(c)(10)a.	See Subparagraph 13.07.140(c)(10)a.	C
Loop path (with mileage markers)	C	See Subparagraph 13.07.140(c)(10)a.9.	C
Soft-surface jogging/hiking trail	MC	C	C
Soft-surface equestrian or bike trail		C	C
Play Space and Equipment		Pick 1 per acre from this section, or substitute 1 additional amenity from the sports and fitness section below	Optional
Climbing structure or boulders	C	C	
Nature play features	C	C	C
Open turf play area	See Subparagraph 13.07.140(c)(10)a.	See Subparagraph 13.07.140(c)(10)a.	
Playground, small-scale	C	C	
Play area, large destination-scale		See Subparagraph 13.07.140(c)(10)a.9.	

Schedule 13.07.140A Options for Parks and Open Space Amenities			
	Neighborhood-Serving Park	Community-Serving Park	Open Space
Thematic play features	C	C	
Universal and inclusive play elements	See Subparagraph 13.07.140(c)(10)a.	See Subparagraph 13.07.140(c)(10)a.	
Zip line		C	
Sports and Fitness		Pick 1 per acre [or 2 per acre if no play space and equipment amenity is provided]	Not allowed
Artificial turf field, multi-purpose		C	
Ball field (baseball, softball, or multi-use)	C	See Subparagraph 13.07.140(c)(10)a.9.	
Field with lighting		C	
Outdoor fitness equipment	C	C	
Specialty sport field or stadium		C	
Sport court (e.g., badminton, basketball, bocce, futsal, pickleball, shuffleboard, tennis, volleyball)	C	See Subparagraph 13.07.140(c)(10)a.9.	--
Tournament sports court or multi-court complex		C	

Category 3 – Support Amenities			
	Pick 1 per acre		Optional
Support Amenities			
Barbecues, single or dual with ash disposal	C	See Subparagraph 13.07.140(c)(10)a.9.	
Bike rack and repair station	C	See Subparagraph 13.07.140(c)(10)a.9.	MC
Dog waste station	See Subparagraph 13.07.140(c)(10)a.	See Subparagraph 13.07.140(c)(10)a.	MC
Drinking fountain	C	See Subparagraph 13.07.140(c)(10)a.9.	
Parking, off-street	MC	See 13.06.050	MC
Parking, on street	C	C	C
Restroom, portable (screened)	MC	C	MC
Restroom, permanent (full or vault)	C	See Subparagraph 13.07.140(c)(10)a.9.	MC
Signage (identification)	See Subparagraph 13.07.140(c)(10)a.	See Subparagraph 13.07.140(c)(10)a.	MC
Trash receptacles	See Subparagraph 13.07.140(c)(10)a.	See Subparagraph 13.07.140(c)(10)a.0	MC

Category 4 – Specialized Facilities			
	Optional	Pick 1	Optional
Aquatics and Water Access			
Splash pad or water play feature	C	C	
Swimming pool	C	C	
Indoor Facilities			
Activity building/clubhouse	C	MC	
Environmental education center		MC	MC
Recreation center or fieldhouse		MC	

c. Calculation of required amenities per-acre. Where Schedule 13.07.140A above requires the provision of one (1) or two (2) amenities per acre, the number of amenities required shall not be based on any fractions of an acre. For example, where Schedule 13.07.140A requires one (1) amenity per acre, and a park includes two and three-fourths (2.75) acres of land, two (2) amenities (not three (3)) will be required.

d. Alternative equivalent compliance. The Planning Director may allow alternatives to the requirements in Schedule 13.07.140A above with approval by the Parks and Recreation Department, and where an applicant achieves a higher quality while meeting the intent of these standards. Alternatives may include adjustments to the types of amenities provided or the number of amenities required. Under either scenario, the applicant shall clearly demonstrate how such alternatives meet the intent of the Land Development Ordinance and result in a higher quality park or open space.

e. Installation and maintenance. All amenities included in provided parks and open space shall be installed, irrigated and maintained in accordance with the Town standards and specifications in coordination with the Parks and Recreation Department.

Section 3. Safety Clause. The Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Parker, that it is promulgated for the health, safety and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Town Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained. The Town Council further finds that the title to this Ordinance was posted in two public places two days before the Town Council meeting, as provided by Section 7.5e. of the Town of Parker Home Rule Charter.

Section 4. Severability. If any clause, sentence, paragraph or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

Section 5. This Ordinance shall become effective ten (10) days after final publication.

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____,
2020.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

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

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney



Request for Town Council Action

Date: October 5, 2020

Submitted By: Jamie Wynn, Assistant Town Attorney
John Fussa, Community Development Director

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 9.318.1**
A Bill for an Ordinance to Repeal Ordinance No. 9.318, Series of 2020, "A Bill for an Ordinance to Approve the Intergovernmental Agreement Regarding the Community Development Block Grant Program for Fiscal Years 2021-2023 Administered by the U.S. Department of Housing and Urban Development By and Between the Board of County Commissioners of the County of Douglas, State of Colorado, and the Town of Parker"
Department: Town Attorney, Jamie Wynn
Community Development, John Fussa
Second Reading: October 19, 2020

EXECUTIVE SUMMARY

This Ordinance will repeal Ordinance No. 9.318, concerning the Community Development Block Grant Intergovernmental Agreement ("CDBG IGA").

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

On July 6, 2020, the Town Council approved Ordinance No. 9.318, accepting the CDBG IGA with Douglas County, which committed the Town to participate as a unit of local government in the CDBG program for the fiscal years 2021 - 2023. The Federal Department of Housing and Urban Development (HUD) rejected the CDBG IGA previously approved by Town Council and submitted required amendments. Town Council has declined to accept HUD's amendments. Therefore, staff is recommending repeal of Ordinance No. 9.318.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)



ATTACHMENTS

1. Ordinance No. 9.318.1

RECOMMENDED MOTION

I move to approve Ordinance No. 9.318.1 on first reading and to schedule second reading for October 19, 2020, as part of the consent agenda.

ORDINANCE NO. 9.318.1, Series of 2020

TITLE: A BILL FOR AN ORDINANCE TO REPEAL ORDINANCE NO. 9.318, SERIES OF 2020, "A BILL FOR AN ORDINANCE TO APPROVE THE INTERGOVERNMENTAL AGREEMENT REGARDING THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR FISCAL YEARS 2021-2023 ADMINISTERED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT BY AND BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO, AND THE TOWN OF PARKER"

WHEREAS, on July 6, 2020, the Town Council of the Town of Parker adopted Ordinance No. 9.318, Series of 2020, "'A Bill for an Ordinance to Approve the Intergovernmental Agreement Regarding the Community Development Block Grant Program for Fiscal Years 2021-2023 Administered by the U.S. Department of Housing and Urban Development by and between the Board of County Commissioners of the County of Douglas, State of Colorado, and the Town of Parker;" and

WHEREAS, the Town Council desires to repeal Ordinance No. 9.318, Series of 2020.

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

Section 1. The Town Council of the Town of Parker hereby repeals Ordinance No. 9.318, Series of 2020.

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

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

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

INTRODUCED AND PASSED ON FIRST READING this _____ day of _____, 2020.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

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

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney



Request for Town Council Action

Date: October 5, 2020

Submitted By: Jim Prior, Commander

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 1.546 - First Reading**
A Bill for an Ordinance to Approve the Douglas County Impact Unit (IMPACT) Collaborative Investigation Unit Memorandum of Understanding Among the Douglas County Sheriff's Office, Town of Parker, City of Lone Tree and Town of Castle Rock
Department: Police, Jim Prior
Town Attorney, Jamie Wynn
Second Reading: October 19, 2020

EXECUTIVE SUMMARY

The Town entered into an Intergovernmental Agreement (IGA) with the Douglas County Sheriff's Office to make available an officer to function as a member of their Impact Unit; a multi-organizational team that was created to distinctively address hard to solve crimes that are committed by semi-organized, habitual or career criminals who commit crimes with a repeat or "pattern" in Douglas County. Additionally, the Impact Unit addresses quality of life issues, emerging crime trends and identifies problem areas throughout Douglas County.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Impact Team is a multi-jurisdictional team consisting of one Douglas County Sheriff's Office Sergeant, four Douglas County Sheriff's Deputies, one Parker Police Detective, one Lone Tree Police Detective, and one Castle Rock Police Detective. The individuals selected for this team are highly motivated and have demonstrated a proactive approach to problem solving and preventing crime. The unit works with crime analysts and intelligence officers from Metro-area law enforcement agencies to learn about emerging crime trends and to develop suspect leads. This team has a wide range of specialized law enforcement skills, to include computer and fraud crimes, street narcotics dealing, felony investigations, and undercover operations. Since its inception, the unit has been tremendously successful, catching hundreds of criminals in the act and solving cases that may otherwise have gone unsolved. The Impact Team works closely with the property crimes detectives within the Douglas County Sheriff's Office, the Parker Police Department, the Lone Tree Police Department, and the Castle Rock Police Department because

most of the pattern crimes are property related felony crimes or narcotics enforcement.

The philosophy of the Impact Team is to address quality of life issues and crime reduction through highly proactive policing, using crime analysis data and directed enforcement following creative problem oriented policing strategies.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)



PROMOTE A SAFE AND
HEALTHY COMMUNITY



INNOVATE WITH
COLLABORATIVE
GOVERNANCE

ATTACHMENTS

1. Ordinance No. 1.546

RECOMMENDED MOTION

I move to approve Ordinance No. 1.546 on first reading and to schedule second reading for October 19, 2020, as part of the consent agenda.

ORDINANCE NO. 1.546, Series of 2020

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE DOUGLAS COUNTY IMPACT UNIT (IMPACT) COLLABORATIVE INVESTIGATION UNIT MEMORANDUM OF UNDERSTANDING AMONG THE DOUGLAS COUNTY SHERIFF'S OFFICE, TOWN OF PARKER, CITY OF LONE TREE AND TOWN OF CASTLE ROCK

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 Douglas County Impact Unit (IMPACT) Collaborative Investigation Unit Memorandum of Understanding among the Douglas County Sheriff's Office, the Town of Parker, the City of Lone Tree, and the Town of Castle Rock, which is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

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

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

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

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2020.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

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

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

EXHIBIT 1



**Douglas County Impact Unit
(IMPACT)
Collaborative Investigation Unit**

MEMORANDUM OF UNDERSTANDING

(November 14, 2019)

**DOUGLAS
COUNTY IMPACT
UNIT**

**MEMORANDUM OF
UNDERSTANDING**

This Memorandum of Understanding (MOU) is being executed by the below-listed agencies in connection with Douglas County Impact Unit (IMPACT) of Douglas County. This MOU formalizes the participation of the below-listed agencies in IMPACT, which was established September 2006 as a Pattern Crimes Unit (PCU) and upgraded to include Narcotic Investigations in November 2012.

This MOU is entered into by the following law enforcement agencies:

- Douglas County Sheriff's Office (DCSO)
- Parker Police Department (PPD)
- Lone Tree Police Department (LTPD)
- Castle Rock Police Department (CRPD)

1. PURPOSE:

The purpose of this MOU is to establish a collaborative multi-agency investigative unit to target criminal offenses, behaviors and street level narcotic trafficking based on repeated patterns and Modus-Operandi (M.O.). The unit will be titled "Douglas County Impact Unit" and henceforth be referred to as IMPACT. This MOU will formalize the agreement between the participating agencies as it relates to the unit.

2. MISSION:

The primary mission of IMPACT will be to target and apprehend those individuals who are committing criminal offenses and/or trafficking in illegal drugs or narcotics within Douglas County and its municipalities. The participating agencies, with the concurrence of DCSO, PPD, LTPD, and CRPD division commanders, division supervisors, detectives, and crime analysts will identify those individuals who are involved in criminal acts with a repeat or "pattern" Modus- Operandi in Douglas County or connecting jurisdictions where there is a direct link to Douglas County. This may include any crime type, which may have a direct impact to the safety or quality of life in the community. The Commander of IMPACT will designate other specific missions as appropriate.

3. DEPUTATION:

The Sheriff will deputize each IMPACT officer assigned for jurisdictional purposes only (non-DCSO law enforcement agency officers), exclusively to accomplish the mission and goals of IMPACT. Such deputation shall not be construed to create any employment relationship or contract for employment between the assigned officer and the DCSO and provisions of C.R.S. 30-10-506 shall in no way apply to the revocation of such deputation status. This deputation of an IMPACT officer will occur upon their official assignment to IMPACT and be revoked upon removal from

IMPACT, or at the discretion of the Sheriff at any time. A DCSO badge with the IMPACT members OSN will be issued upon assigned.

4. NARCOTIC INVESTIGATIONS:

IMPACT will target street level narcotic trafficking based on repeated patterns and Modus-Operandi and will assist with large scale investigations as needed. This portion of the MOU will formalize the agreement between the participating agencies as it relates to more effectively and efficiently impacting the drug problem and related crimes impacting Douglas County and its municipalities. The objectives or goals of IMPACT narcotic investigations will be:

- Decrease the availability of illegal drugs in Unincorporated Douglas County and the municipalities of Parker, Castle Rock and Lone Tree.
- Provide a deterrent to trafficking of illegal drugs by increasing the risk of detection, apprehension, prosecution and conviction.
- To decrease the profitability of drug trafficking through seizing and forfeiting illegally obtained items and currency.
- To coordinate and cooperate with other local, state and federal agencies to help reduce drug availability on a state, multi-state, and national level.

IMPACT will accomplish these goals by targeting street, mid and major levels of drug traffickers. This includes working with federal, state, and local drug efforts to enhance combating the drug trafficking problem locally, regionally, and nationally by sharing information and working cooperatively with other drug entities to target, investigate, disrupt and or dismantle drug trafficking organizations and reduce the amount of repeated crimes generally associated with narcotic trafficking, to include, all property crimes, robberies and assaults.

5. SUPERVISION:

The IMPACT Unit will be directly supervised by a Sergeant of the DCSO ~~Investigation~~ Highlands Ranch Division henceforth identified as the "first-line supervisor" and commanded by a Lieutenant of the DCSO ~~Investigation~~ Highlands Ranch Division. This Commander will be henceforth identified as the Special Investigation Section (SIS) Commander. The first-line supervisor will be assigned by the Command Staff of the DCSO. The IMPACT Executive Board may assign a second Sergeant to IMPACT and they will be selected by Command Staff of that specific Police Department and each first line Supervisor will be reaffirmed by IMPACT Executive Board on an annual basis. The first line supervisor shall hold the rank of Sergeant and have administrative and operational authority of the IMPACT in the absence of the SIS Commander. The IMPACT Sergeant(s) and, if assigned, Corporal will supervise the operational aspects of day-to-day operations.

6. COMMANDER:

The SIS Commander will be assigned by the DCSO Command Staff and ratified by the IMPACT Executive Board. The IMPACT Executive Board will reaffirm the command appointment on an

annual basis, at the first Executive Board's meeting of the calendar year. This position shall hold the rank of Lieutenant or above and have administrative and operational authority over IMPACT. The SIS Commander will maintain a cohesive communication network between Command Staffs of the DCSO, PPD, LTPD, and CRPD offices and facilitate the flow of relevant information to IMPACT Advisory members and the Executive Boards.

The SIS Commander will be responsible for the administrative aspects and final approval of all special operations and investigations. Meetings to review specific investigations, crime-trends, incidents or other specific concerns can be called by any participating agency's command staff or supervisor.

7. IMPACT OFFICERS:

Each participating agency will assign at least one (1) officer or deputy on a full-time basis to IMPACT. The officers will be based out of a primary location agreed upon by all participating agencies. IMPACT personnel will report to the IMPACT first line supervisor for day-to-day operations. Team or group composition will be comprised of members from all participating agencies. The participating agencies will assign officers or deputies that are certified police officers and that have obtained a satisfactory performance evaluation in their last review. It is recommended that the assigned officer or deputy have at least two (2) years of patrol or investigative experience. Based on the expertise required to conduct complex investigations, it is recommended that each agency commit its officers and deputies assigned to IMPACT for a minimum of three (3) years.

Any agency who cannot assign a full-time officer to IMPACT but supports the mission of IMPACT by providing support and/or funding and is a signatory to the IMPACT Memorandum of Understanding (MOU) will be considered a contributing agency as defined on page 8; section 16.

8. SCHEDULE WORK HOURS:

The normal work hours of IMPACT will be a four-day work week at a minimum of ten hours per shift. The weekly schedule will be at the discretion of the first-line supervisor and/or SIS Commander and is subject to change per the needs, events or circumstances that IMPACT is involved or assigned. IMPACT officers and supervisor are "subject to call-out" for narcotics related investigations within unincorporated Douglas County and the municipalities of Lone Tree, Castle Rock and Parker. It is agreed that flexibility in working covert narcotics operations is a necessity. The IMPACT Sergeant and/or SIS Commander will have the authority to establish work hours and work weeks as dictated by investigations.

Any IMPACT assigned personnel will follow the Policies & Procedures and Standard Operation Procedures of the Douglas County Sheriff's Office for work hours, time off and Fair Labor and Standards Act (FLSA). Changes from a normal work week and/or hour that conflict with home agency policies must be brought to the attention of the SIS Commander. The weekly schedule will be a specified 4/10 consecutive day work schedule with the emphasis placed on the days of the week and hours of the day where pattern crimes are prevalent.

Any overtime must be paid by the participating agency. Each participating agency is ultimately responsible for monitoring and setting notification and or limits for its assigned officer's use of overtime as it pertains to its particular budget. The IMPACT Sergeant and or SIS Commander shall be advised of any restrictions on overtime usage, so that it may be factored into the operational schedule.

9. EQUIPMENT:

Each participating agency is required to supply their respective IMPACT personnel with equipment normally utilized by law enforcement officers. Each participating agency is responsible for the security and inventory of their equipment. Such equipment may include, but is not limited to:

- Authorized weapons
- Less-lethal tools
- Handcuffs
- Body armor
- Ballistic helmet
- Police radio (compatible with the system utilized by DCSO)
- Vehicle*
- Smartphone
- Laptop computer

IMPACT may supply specialized equipment such as undercover electronics, computers, and cameras as the IMPACT budget allows.

Impact will provide a standardized uniform for tactical operations consisting of a long sleeve shirt with "SHERIFF" on the back and sleeves which will easily identify the members as law enforcement officers. Additionally, Impact will provide BDU style tactical pants and an Impact raid jacket also with the words "SHERIFF" on the sleeves.

10. VEHICLES: *

The Sheriff of Douglas County and the Chief(s) of Police for the Town of Parker, City of Lone Tree and Town of Castle Rock authorize the deputies or participating officers to use its own department or agency vehicle for the furtherance of the mission of IMPACT in compliance with its own existing department and agency guidelines. Each agency is responsible for providing a vehicle(s) for each of their assigned officers, maintain such vehicle(s) in safe working condition and provide liability insurance on the agency-owned vehicle(s) as required by State law. This should be a "soft vehicle", not distinguishable as a police vehicle.

The officer's home agency shall accept financial responsibility for any damages to a vehicle(s) assigned to its employee. Any pool vehicles assigned to IMPACT will be titled to the agency of ownership and that agency will provide maintenance and liability insurance on the vehicle(s).

Based on the operations of the IMPACT it may become necessary for officers to operate vehicles that are owned or leased by an agency other than the officer's home agency. This includes, but not

limited to, the operation of pool vehicles, the Clan Lab truck, surveillance platforms, and temporary use of another member's vehicle based on an undercover or emergency situation.

All participating agencies agree to carry the following insurance coverage:

Commercial Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000.00) each occurrence with respect to each AGENCIES owned, hired and non-owned vehicles assigned to or used in performance of the services. The policy will contain a severability of interests provision.

Collision and Comprehensive insurance with minimum limits of not less than \$100,000 for auto physical damage with respect to each agencies owned, hired and non-owned vehicles assigned to or used in performance of the services.

Each of the assigned personnel of the IMPACT Unit will follow the Policy & Procedures of the Douglas County Sheriff's Office vehicle policies for reporting an accident or incident and facilitating the necessary repairs.

11. TRAINING AND TRAVEL:

All travel on behalf of IMPACT will be approved by the participating agency command staff or designee and will not be the responsibility/authority of the IMPACT first-line supervisor or SIS Commander. All Per Diem, lodging and other miscellaneous expenses shall be the responsibility of each individual participating agency unless expenses have been approved with funding through the IMPACT Asset Forfeiture Board (for State funds), or the Douglas County Asset Forfeiture Board (for Earmarked IMPACT Federal Funds).

12. POLICY AND PROCEDURES:

IMPACT and participating agencies recognize that there is a danger inherent in the inconsistent application of policies and procedures pertaining to use of firearms or other high-risk activities. Each participating officer or deputy shall adhere to the Policy & Procedures of their home agencies, including but not limited to, use of firearms, use of force, vehicle pursuit policies, and the mandatory training and qualification courses for the use of firearms by their home agencies. Each participating officer from PPD, CRPD and/or LTPD will receive a commission as a Deputy from the Sheriff of the DCSO. The officer(s) will be sworn in by the Sheriff prior to starting their assignment with IMPACT, which will include full authority to enforce all state and local laws and ordinances within Douglas County. Officers receiving this commission will have this authority only while serving in their official capacity with IMPACT and their commission will expire immediately upon their removal from IMPACT or their individual department's withdrawal from the IMPACT.

All officers assigned to IMPACT will receive access to an electronic copy of the DCSO Policy and Procedure manual and the SOP Investigation & Patrol manuals which they will be required to review and remain in full compliance while assigned to IMPACT. Violations of the DCSO P&P or SOP's will be brought to the attention of the SIS Commander as well as the affected member's agency. Complaints or other potential adverse action against a member of IMPACT shall also be brought to the attention of the SIS Commander and the affected member's agency.

13. TACTICAL TRAINING:

All officers assigned to IMPACT shall be qualified on any weapons that they are authorized to carry. It is the responsibility of the home agency to maintain and record assigned personnel's training and qualifications.

Any less lethal tool carried and/or utilized by an assigned officer must be approved by the home agency for use during the assignment to IMPACT. Notification of the use of less lethal force used by a participating member will be made by the SIS Commander to the home agency.

It is acknowledged that IMPACT may conduct group/team training. This training may involve the use of live fire drills (simunition) and use of a shoot house. Any of this training will be under the supervision of a certified range instructor. A lesson plan will be completed and forwarded to each participating agency at the completion of the training. Trainings may also include other law enforcement groups to enhance working relationships and cohesive fieldwork.

14. IMPACT EXECUTIVE BOARD:

An Executive Board will be established to oversee the mission of IMPACT. Membership will consist of the Executive Officer of each participating or contributing agency. The Executive Officer may appoint a designee to attend in his/her place at the scheduled meetings and this designee can vote as this Executive Officers "proxy." The Douglas County Sheriff shall serve as the Chairperson of the IMPACT Executive Board. The duties of the Chairperson shall be carried out by the Sheriff or by his designee to the Board when the Sheriff is absent. The Chairperson also serves as the signatory on any documents from the collective board and as the Authorized Official for any grants application and required reports. ~~The IMPACT Executive Board will also consist of one member from the District Attorney's Office of the 18th Judicial District, and this person will be selected by the District Attorney.~~

The IMPACT Executive Board will be responsible for the following:

1. Addressing any issues of mutual concern to the participants of IMPACT. This may include budget matters, matters of policy & procedure and future planning for IMPACT.
2. Meeting annually to mutually agree upon project goals and objectives for the coming year.
3. Meeting on a quarterly basis to review IMPACT operations, handle issues that may arise and assess the progress of the IMPACT Unit. The SIS Commander will brief the Board on relevant issues.
4. Forming an IMPACT Advisory Board, which may meet every month that the IMPACT Executive Board does not meet, in order to receive monthly reports regarding the on going IMPACT mission. The IMPACT Advisory Board will assist the SIS Commander with identifying immediate needs, issues or concerns impacting the communities served by IMPACT. The IMPACT Advisory Board will consist of management level supervision from all IMPACT participating and contributing agencies.
5. Resolving any interagency conflicts that may arise during the operation of this collaborative investigative unit.

6. A quorum of 60% shall be required for any business that requires a motion and vote. The IMPACT Executive Board shall not transact business unless a quorum is present. In all matters requiring a motion and vote of the IMPACT Executive Board, a simple majority shall prevail. In the case of a tie vote the motion will be tabled and can be revisited at the next scheduled meeting. Any business conducted by email requires a quorum by members of the Executive Board to any action on the matter of business emailed.
7. ~~The IMPACT Executive Board shall act as the Asset Forfeiture (Seizure) Board for property, monies or assets seized by the IMPACT,~~ Pursuant to Section 16-13-702, C.R.S., and the Committee on Disposition of Forfeited Property, the IMPACT Asset Forfeiture Board shall oversee the use of any State asset forfeiture funds. The IMPACT Asset Forfeiture Board is comprised of the members of the IMPACT Executive Board as well as the District Attorney (or his/her designee) and *“a representative of the governmental body having budgetary authority over the seizing agency”* which is typically a member of the Board of County Commissioners. The IMPACT Asset Forfeiture Executive Board shall make appropriate decisions regarding the expenditure of utilization of IMPACT State asset forfeiture monies. ~~seized assets.~~ Douglas County SOP INV-G-412(III)(B) will be followed.
8. The Chair, by signature, may enter into agreements on behalf of the Board, such as a grant.

15. PARTICIPATING AGENCY:

A "participating agency" is any law enforcement agency within Douglas County that provides an officer or deputy on a full-time basis to IMPACT and is a signatory to the IMPACT Memorandum of Understanding (MOU). Each participating agency is allowed one voting member on the IMPACT Executive Board, regardless of the number of employees the agency has assigned to IMPACT. In addition to pattern crimes services, each participating agency shall have IMPACT services on clandestine drug labs, marijuana grows, undercover narcotics operations, narcotics tip/information investigations and felony drug possession and distribution case filing/investigations.

16. CONTRIBUTING AGENCY:

A "contributing agency" is any law enforcement agency that provides only funding to IMPACT and is a signatory to the IMPACT Memorandum of Understanding (MOU). Each contributing agency is allowed one voting member on the IMPACT Executive Board. Each contributing agency may request IMPACT services on clandestine drug labs, marijuana grows, undercover narcotics operations, narcotics tip/information investigations and felony drug distribution case filings/investigations. These services may be provided to a contributing agency by IMPACT as resources are available.

17. FINANCIAL OPERATIONS:

The IMPACT may be funded by contributing funds from participating and contributing agencies, and by monies received through forfeited property or assets, grants, applicable drug surcharges, agency contributions, restitution, or any other non-forfeiture funding. All agents and supervisors are fully funded FTE whose salaries, benefits and overtime are paid for by each home agency. Therefore,

these expenditures are not included in the day-to-day operational IMPACT budget of the DCSO ~~Investigation~~ Highlands Ranch Division. The IMPACT accounts are held in separate accounts managed by the DCSO Budget Manager, who will adhere to the DCSO Budget and Logistic Policy and Procedure; P&P-B-121.

The daily management of specific Operation Account may be delegated by the Sheriff to the SIS Commander. Three separate accounts shall be maintained based upon funding sources, 1. Federal Forfeiture. 2. State and Local Forfeiture. 3. Operations, which would include, but not omitted to, funding from applicable drug surcharges, agency contributions, restitution, or any other non-forfeiture funding. All monitoring and evaluation of the financial operations shall be conducted by the DCSO. DCSO SOP INV-G-412 will be followed.

18. RECORDS/MEDIA INFORMATION:

A. RECORDS:

Officers of IMPACT will comply with intelligence sharing protocols and mandates of CCIC/NCIC, CLEIN, RMIN, 28 CFR, Deconfliction (Watch Center), and other entities. All incident/offense reports and criminal investigations assigned to IMPACT, will maintain the originating agency case number. Any additional reports, felony filings, progress reports and or documentation connected to the original CR number will be forwarded to that agency for retention. IMPACT will not be the records keeper for the participating or contributing agencies. In the event of evidence retention and or testing by DCSO Crime Lab, a DCSO case number shall be pulled and attached to the original case, in order to enter the evidence into the DCSO evidence retention data base (Beast System). All narcotic or suspected illegal drug evidence requiring forensic testing by the DCSO Crime Lab, or evidence retained in the DCSO Ev-Tech building or Impound Yard, shall require a DCSO number.

B. MEDIA INFORMATION RELEASE POLICY:

Each agency agrees to abide by the DCSO policy regarding the release of information to the media. Each agency agrees to provide a Public Information Officer (PIO) or other personnel authorized to communicate with the media upon request of the SIS Commander, or designee, for incidents or investigations involving IMPACT activity within the home agency's jurisdiction.

C. EXAMINATION OF RECORDS:

Each agency agrees that any duly authorized representative of any participating or contributing agency, including any auditor or other financial representative of such agency shall, until the expiration of three (3) years after the final termination of this MOU, have access to and the right to examine any directly pertinent books, documents, papers, records and data of any agency involving transactions related to this MOU.

D. CONFIDENTIAL INFORMATION; OPEN RECORDS:

No agency shall at any time or in any manner, either directly or indirectly, divulge, disclose, or communicate to any person, firm, or corporation in any manner whatsoever any information concerning any matters which are not subject to public disclosure, including without limitation police records or medical records of or pertaining to persons dealt with under this MOU and other privileged or confidential information. The agencies shall comply with all applicable state or federal laws and requirements pertaining to

maintenance and disclosure of personal, criminal justice, medical or health records or data, including but not limited to the Colorado Open Records Act, the Colorado Criminal Justice Records Act, the Federal Freedom of Information Act (FOIA) and the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Such records or data may be in hardcopy, printed, digital or electronic format.

E. EVIDENCE RETENTION:

Any evidence seized by IMPACT, may be maintained in the originating jurisdiction within Douglas County where the crime occurred. Evidence involving cases not within Unincorporated Douglas County, but within the jurisdictions of CRPD, LTPD or PPD may be retained at the DCSO Evidence Section with the approval of the first-line supervisor and/or the SIS Commander. All illegal narcotics and or drugs that are submitted to the DCSO Crime Lab for testing by the CSI Chemist shall be retained at the DCSO Evidence Section for the duration of the investigation. All evidence retained at DCSO will be packaged, documented and stored in compliance with DCSO policies and SOP's.

19. MEDICAL SCREENING FOR PERSONNEL ASSIGNED TO CLANDESTINE METHAMPHETAMINE LABORATORIES AND MARIJUANA GROWS:

One of the duties of an officer assigned to IMPACT is the closing and processing of clandestine methamphetamine laboratories and/or marijuana cultivations. Upon assignment to IMPACT, ~~each participating agency~~ the SIS Commander will provide, ~~pay for~~ and coordinate a **baseline, annual and exit**, medical screening for ~~it's~~ the officer(s) assigned. **This will be paid from the IMPACT Operating funds and managed through DCSO Professional Standards. A copy of the medical records will be provided to each participating agency.**

Each participating agency is responsible for maintaining all records associated with these medical screenings. DCSO and IMPACT do not retain any copies of files on officer's medical screenings, other than those officers who are DCSO members, based on confidentiality. The IMPACT Sergeant and or SIS Commander will insure that each officer has completed the initial training for law enforcement officials on clandestine methamphetamine labs and or marijuana cultivations, as well as the required refresher courses.

20. TERMINATION OF PARTICIPATION:

Participation in IMPACT by a participating or contributing agency shall continue until termination of such participation is formally announced in written form. Member agencies agree that such written notice shall be provided to the SIS Commander and the IMPACT Executive Board, when possible, thirty days prior to the termination of participation. This MOU will remain in effect until terminated by the Chiefs of Parker, Lone Tree, Castle Rock Police Departments and the Sheriff of Douglas County.

Any Executive Officer participating in IMPACT may terminate their participation at will by delivering a written notice. It is understood that the termination of this agreement by any one of the participating or contributing agencies will have no effect on the agreement between the other agencies.

In the event a participating or contributing agency ends its active participation in IMPACT, all IMPACT assets either titled, stored, or housed at that agency will be returned to IMPACT. An agency leaving IMPACT shall have no claim to existing IMPACT assets regardless of that agency's level of participation or contribution.

21. DISPOSITION OF ASSETS UPON DISSOLUTION OF IMPACT:

Any agency-donated equipment may be returned to the donating agency. Any IMPACT financial assets (monies) deposited at the time of this agreement will be documented so that the appropriate percentage of value at the time of the deposit may be allocated back to the participating or contributing agency to equal the original percentage of financial deposits made. All accounts will be managed in a manner in which a fair and equitable disposition of financial asset can be made at any time. The IMPACT Executive Board, after all outstanding obligations have been satisfied, will determine the division of liquidated assets.

22. ASSET FORFEITURE:

All participating and contributing agencies agree that assets/moneys/property forfeited and received as a direct or indirect result of a criminal investigation of IMPACT will be utilized primarily for the continued funding of IMPACT. Funds may also be utilized as matching funds or contributing funds for grant requirements to further the continued existence of the IMPACT Unit.

IMPACT will comply with the U.S. Department of Justice's requirements for the equitable sharing of federally forfeited property for state and local law enforcement agencies pursuant to Section 16-13-702, C.R.S., the Committee On Disposition of forfeited Property and will follow the guidelines of this MOU as outlined under EXECUTIVE BOARD Section 14; items 1-8.

23. GENERAL PROVISIONS AND REVIEW:

- Signatories to this MOU shall include executive representatives of the participating law enforcement agencies, who have been given signatory privilege by their respective elected body.
- This MOU shall become effective from the date that it has been signed by all participating agency representatives.
- In the first quarter of each calendar year the signatories agree to conduct an annual review of the results and consequences of their cooperation under this MOU and, when appropriate, consider the need for improvements in their cooperation and make suitable proposals for modifying and updating the arrangements and scope of this MOU. The IMPACT Executive Board will review this MOU every (4) four years.
- Amendments to this MOU shall be implemented by a majority vote of the Executive Board.
- No amendment to this MOU shall enter into force until all members of the Board have signed it, and any such amendment shall enter into force on the date that the last signature has been obtained.

24. MUTUAL BENEFITS TO PARTIES; CONSIDERATION:

Consideration for this MOU shall be non-monetary and shall consist of cost savings, enhanced operational efficiency and other mutual benefits to the parties and enhanced public safety and improved law enforcement activity in Douglas County through the cooperative efforts of the agencies under this MOU.

It is understood and agreed that any payment obligation of any of the agencies hereunder, whether direct or contingent, and for any claimed purpose whatsoever, shall extend only to funds appropriated by the governing body of such agency, encumbered for the purpose of the MOU and paid into the treasury of the agency. Each agency acknowledges that no agency by this MOU irrevocably pledges present cash reserves for payments in future fiscal years and this MOU is not intended to create a multiple-fiscal year direct or indirect debt, or financial obligations of any agency.

25. STATUS OF AGENCIES:

It is understood and agreed by and among the agencies that each agency's employees shall remain employees of that agency at all times and for all purposes, notwithstanding any employees assignment to work outside the jurisdiction of the agency, and is not intended, nor shall it be construed, that any agency or any officer, employee or agent of such agency is an officer, employee, loaned employee or agent of any other agency for purposes of unemployment compensation, workers' compensation, governmental immunities and protection provided by the Colorado governmental Immunity Act, C.R.S., 24-10-101, et seq., for any other purpose whatsoever.

26. WHEN RIGHTS AND REMEDIES NOT WAIVED:

In no event shall any performance by one agency hereunder constitute or be construed to be a waiver by that agency of any breach of term, covenant or condition or any default which may then exist on the part of any other agency, and the rendering of such performance when any such breach or default shall exist shall not impair or prejudice any right or remedy available to the non-breaching agency with respect to such breach or default; and no assent, expressed or implied, to any breach of any one or more terms, covenants or conditions of the MOU shall be construed as a waiver of any succeeding or other breach.

27. GOVERNING LAW:

Each and every term, condition, or covenant herein is subject to and shall be construed in accordance with the provisions of Colorado law and any applicable federal law.

28. ASSIGNMENTS AND SUBCONTRACTING:

None of the agencies is obligated or liable under this MOU to any party other than the other agencies to the MOU. Each agency understands and agrees that it shall not assign or subcontract with respect to any of its rights, benefits, obligations or duties under this MOU except upon prior written consent and approval of the other agencies, and in the event any such assignment or subcontracting shall occur, such action shall not be construed to create any contractual relationship

between the agencies and such assignee or subcontractor, and each agency herein named shall remain fully responsible to the other agencies according to the terms of this MOU.

29. INSURANCE:

Each agency may be self-insured as required by Colorado law, or may acquire insurance to insure the activities undertaken in this MOU.

30. LIABILITY:

Since IMPACT is not a legal entity, any legal issues, whether criminal or civil in nature, must be resolved by mutual cooperation and agreement of the participating agencies. The officer's home agency shall retain control over any notice of claim, demand for payment or other legal issue that concerns their officer or that has arisen out of actions of their officer.

Each participating agency shall retain liability for the acts or omissions of any of their employees, officers or deputies, assigned to IMPACT. Each agency shall be responsible for the actions and omissions of its own respective officers, employees and deputies and shall enjoy such immunities and other protections provided by law, including but not limited to, the monetary limitations (presently \$300,000 per person, \$900,000 per occurrence) and all other rights, immunities and protection provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101, et seq. No agency, by reason of this agreement, is authorized or obligated to defend or indemnify any other agency or any other person or entity. It is expressly agreed that the provisions of C.R.S. 29-5-108 shall not apply to activities performed under this MOU.

31. NOTHIRD-PARTY BENEFICIARY:

It is expressly understood and agreed that enforcement of the terms and conditions of this MOU, and all rights of action relating to such enforcement, shall be strictly reserved to the agencies that are parties to the MOU, and nothing contained in this MOU shall give or allow any such claim or right of action by any other or third person or entity on such MOU, including but not limited to members of the general public. It is the express intention of the agencies that any person or entity, other than the agencies who are parties to this MOU, receiving services or benefits under this MOU shall be deemed to be an incidental beneficiary only.

32. PARAGRAPH HEADINGS:

The captions and headings set forth herein are for convenience of reference only and shall not be construed so as to define or limit the terms and provisions hereof.

33. SEVERABILITY:

It is understood and agreed by the agencies hereto that if any part, term or provision of this MOU, except for the provisions of the MOU requiring prior appropriation of funds and limiting the total

amount payable by the agency, is by the courts held to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the agencies shall be construed and enforced as if the MOU did not contain the particular part, term or provision held to be invalid.

34. AGREEMENT AS COMPLETE INTEGRATION -AMENDMENTS:

This MOU is intended as the complete integration of all understandings between the agencies as to the subject matter of this MOU. No prior or contemporaneous addition, deletion or other amendment hereto shall have any force or affect whatsoever, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion or other amendment hereto shall have any force or effect unless embodied in a written amendatory or other Agreement properly executed by the agencies.

No oral representation by any officer or employee of any agency at variance with the terms and conditions of this MOU, or any written amendment to this MOU, shall have any force or effect or bind the agency. Amendments to this MOU will become effective when approved by all agencies and executed in the same manner as this MOU. This MOU and any amendments shall be binding upon the agencies, their successors and assigns.

35. LEGAL AUTHORITY:

- A. Each Agency assures and guarantees that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this MOU.
- B. This MOU has been executed by the Executive Officer of each Agency who hereby warrants and guarantees that he or she or they have been fully authorized by the agency to execute this MOU on behalf of their agency and to validly and legally bind the agency to all the terms, performances and provisions herein set forth.
- C. Each Agency shall have the right, at its option, to either temporarily suspend or permanently terminate this MOU, if there is a dispute as to the legal authority of either any other Agency or the person signing the MOU on behalf of such Agency to enter into this MOU.

36. COUNTERPARTS OF THIS AGREEMENT:

This MOU shall be executed in two (2) counterparts, each of which shall be deemed to be an original of this MOU.

37. SIGNATORIES:

By: _____

Date: _____

Sheriff Tony G. Spurlock
Douglas County Sheriff's Office
Castle Rock, CO

By: _____

Date: _____

Mike Waid, Mayor
Town of Parker
Parker, CO

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

Town Attorney's Office

By: _____

Date: _____

Chief Jack Cauley
Castle Rock Police Department
Castle Rock, CO

By: _____

Date: _____

Chief Kirk Wilson
Lone Tree Police Department
Lone Tree, CO



Request for Town Council Action

Date: October 5, 2020

Submitted By: Linda Quade, Sales Tax Administrator

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 9.324 - First Reading**
A Bill for an Ordinance to Approve the Intergovernmental Agreement By and Between the Town of Parker and the Colorado Department of Revenue Concerning Sales and Use Tax Software
Department: Finance, Linda Quade
Second Reading: October 19, 2020

EXECUTIVE SUMMARY

Ordinance allows the Town of Parker to enter an Intergovernmental Agreement to allow collection of sales tax.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Senate Bill 19-006 required the Colorado Department of Revenue to implement a system for accepting and processing returns and payments for the sales and use tax levied by state and local tax jurisdictions (SUTS System). To support the SUTS System the Office of Information Technology would implement a global information system (GIS) database to house and maintain sales tax districts and boundaries and to calculate sales and use tax rates for individual addresses.

FINANCIAL IMPACT

We estimate sales tax revenue will increase at least \$400,000 per year.

STRATEGIC GOAL(S)



ATTACHMENTS

1. Ordinance No. 9.324

RECOMMENDED MOTION

I move to approve Ordinance No. 9.324 on first reading and to schedule second reading for

October 19, 2020, as part of the consent agenda.

ORDINANCE NO. 9.324, Series of 2020

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE TOWN OF PARKER AND THE COLORADO DEPARTMENT OF REVENUE CONCERNING SALES AND USE TAX SOFTWARE

WHEREAS, pursuant to Article XIV, Section 18, of the Colorado Constitution and C.R.S. § 29-1-203, governments may cooperate or contract with one another to provide any function, service, or facility lawfully authorized to each;

WHEREAS, pursuant to Senate Bill 19-006, the Colorado Department of Revenue has contracted with vendors to provide a sales and use tax simplification system that allows taxpayers to look up and remit sales and use taxes through a single portal managed by vendors and held in trust for the benefit of local taxing jurisdictions ("SUTS"); and

WHEREAS, the Town wishes to participate in SUTS by intergovernmental 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 Intergovernmental Agreement by and between the Town of Parker and the Colorado Department of Revenue concerning sales and use tax software, which is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

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

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

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

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____,
2020.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

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

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

EXHIBIT 1

AGREEMENT REGARDING DEPARTMENT OF REVENUE SALES AND USE TAX SOFTWARE (“SUTS SYSTEM”)

This agreement regarding the SUTS System (“**Agreement**”) is entered between the Colorado Department of Revenue (“**CDOR**”) and the undersigned home rule local taxing jurisdiction (“**Jurisdiction,**” collectively, “**the Parties**”) for the purposes of permitting access to the SUTS System and its related tax information look up tool as described in this Agreement. The SUTS System permits the acceptance of returns and processing of payments for the sales and use tax levied by the state and any local taxing jurisdictions in accord with the objectives of SB19-006. To further those objectives here, the Parties agree to the following:

AGREEMENT

CDOR grants Jurisdiction access to the SUTS System for Jurisdiction’s use in the collection and payment of Sales and Use tax under the terms set forth in this Agreement.

A. Purpose of Agreement

Pursuant to Senate Bill 19-006, CDOR has contracted with vendors, including at this time, MUNIRevs, Inc. and Transaction Tax Resources, Inc., Fast Enterprises, LLC, and others, which may change from time to time (collectively, “Vendors”) to provide a sales and use tax simplification system that allows taxpayers to look up and remit sales and use taxes through a single portal managed by Vendors and held in trust for the benefit of the Jurisdiction.

B. Definitions

- 1) “Confidential Information” means any information derived from the SUTS System, including but not limited to taxpayer information, return information, and “personally identifiable information,” as defined in section 24-73-101(4) (b), C.R.S.
- 2) A "Security Incident," has the meaning set forth in section 24-37.5-402(10), C.R.S., which is “an accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of communication and information resources. Security incidents include but are not limited to: a) detection of a virus, worm, malware, etc; b) unauthorized use of an information resource; c) unauthorized modification of an information resource; d) theft or diversion of an information resource; e) theft or diversion of property using an information resource, and f) vandalism or other damage to an information resource.”

- 3) “Taxpayer” means any individual or business required to remit sales or use taxes to a taxing jurisdiction.
- 4) “Sales and Use Tax” means sales and use tax collected by Taxpayers and remitted to a jurisdiction by Taxpayers. Sales and Use Tax does not include excise taxes or other taxes or fees that a jurisdiction requires taxpayers to pay.

C. Confidentiality.

- 1) CDOR agrees to continually maintain a secure place in which Confidential Information will be stored, regardless of whether Confidential Information is in physical or electronic form and will restrict access to Confidential Information to persons whose duties and responsibilities require such access. All third-party contractors who need such access for purposes consistent with this Agreement shall sign confidentiality agreements with CDOR or Jurisdiction no less restrictive than the confidentiality terms of this Agreement.
- 2) Except as may be ordered by a court of competent jurisdiction, no Confidential Information obtained pursuant to this Agreement shall be disclosed by CDOR or Jurisdiction to any person or entity not authorized to receive such information by the laws of the Jurisdiction or the State of Colorado.
- 3) If CDOR or Jurisdiction is served with a request for Confidential Information, CDOR or Jurisdiction shall use reasonable efforts to provide notice to the other Party within such time that CDOR or Jurisdiction may intervene and seek a protective order or other relief if it so chooses.
- 4) The information obtained pursuant to this Agreement shall be used only for the purpose of administration and enforcement of the sales and/or use tax laws of the Jurisdiction or the State of Colorado.
- 5) Nothing in this agreement shall prevent a Jurisdiction from contacting their Taxpayers for auditing or other purposes.
- 6) If either party becomes aware of any Security Incident, they shall notify the other immediately and cooperate with one another regarding recovery, remediation, and the necessity to involve law enforcement.

D. Payments of Taxes to Jurisdiction.

- 1) All funds deposited by a Taxpayer shall be and shall remain the property of Jurisdiction held in trust until transferred to Jurisdiction. Deposited remittances

shall be transferred to Jurisdiction as soon as the funds have settled with the SUTS bank following NACHA guidelines.

2) If any Taxpayer payment is returned via an ACH or credit card charge-back against the account past the settlement process above, that Jurisdiction will pay applicable amounts back to the SUTS System within five banking days of notification of return.

E. Data and Reports.

1) Jurisdiction will have access to all information from tax forms processed in the SUTS System that involve transactions within the Jurisdiction via CSV file downloads, PDF files or some other manner that is mutually acceptable.

2) The following reports will be available to Jurisdiction with the SUTS System:

- a) Assessment Report: This report shows all assessments, by business and includes several filters.
- b) Form Data Report: The form data report provides the ability to see all data for a taxpayer's form (e.g., gross sales through all deductions).
- c) Business Comparison Reports by Month: Allows review of trends over time for particular businesses, or an audience of businesses.
- d) Business Contact Report.
- e) Missing Account Number Report for validating Jurisdiction's Local Account Number for each registered account in the SUTS System.

F. Support.

CDOR will provide Taxpayer user support during regular, published State business hours. Support to Jurisdiction's administrative users for system questions is provided by Vendor specialists who will be available by email and phone Monday through Friday from 8:00 am to 5:00 pm Mountain Time, excluding Federal and State Holidays.

G. Retention of Data.

The SUTS System will retain, for a minimum of three years, all data, records, returns, and information: a) submitted by Taxpayers to the SUTS System, b) derived from Taxpayer submissions, and c) transferred to Jurisdiction.

H. System Failure.

If the SUTS System becomes disabled, CDOR will use good faith and reasonable

efforts to recover the system and all Jurisdiction data not already in the possession of Jurisdiction. This recovery of the SUTS System and data will be conducted at no additional cost to Jurisdiction.

I. Reservation of Rights.

The software, workflow processes, user interface, designs, know-how and other services and technologies which are the sole property provided by Vendors as part of the SUTS System and CDOR's agreements with Vendors will remain with Vendors and Jurisdiction will not have any right, title or interest in or to such items, including all associated intellectual property rights.

J. Restrictions on Use of The SUTS System.

1) Jurisdiction *may not* a) sell, resell, rent or lease the SUTS System, b) use the SUTS System to store or transmit infringing, unsolicited marketing emails, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party rights, c) interfere with or disrupt the integrity or performance of the SUTS System, or d) attempt to gain unauthorized access to the SUTS System or its related systems or networks.

2) Jurisdiction may allow its third-party contractors to use the SUTS System solely on behalf of and for the benefit of Jurisdiction and only in compliance with the terms and conditions of this Agreement. Jurisdiction is responsible for compliance with the terms of this Agreement by its contractors.

K. Initial Setup.

Jurisdiction shall furnish the following items in order to use the SUTS System:

1) Jurisdiction Depository Information: Jurisdiction will provide bank deposit information (routing & account number) to CDOR's appropriate Vendors within 5 days of signing this Agreement. This information will be utilized for the deposits of taxes, penalties, and interest from the SUTS System. It is the responsibility of Jurisdiction to provide updated depository information should this account need to be changed at any point in time.

2) Initial Account Number Validation: Jurisdiction will upload their local account numbers for their Taxpayers to the SUTS System using the SUTS standard upload format (e.g. Excel, CSV) as soon as is reasonable after signing this Agreement. CDOR will use this information to validate account numbers for businesses registering on the SUTS System with actual account numbers for each jurisdiction for accurate account information on SUTS System tax returns.

3) The local account numbers will include the Taxpayer's account number, business name, dba, FEIN#, address and any other contact information or the SUTS System to validate and match the registered account to Jurisdiction's account number.

4) The SUTS System will not activate for Jurisdiction for tax receipts until the Existing Account Number Data File has been provided to CDOR, imported to the SUTS System and validated by Vendor.

5) It is the responsibility of Jurisdiction to update the account numbers that need to be added or edited in the SUTS System in order to display the local account number on future tax returns generated from the SUTS System.

L. Use Tax Purchase Details.

Taxpayers filing tax returns through the SUTS System are not required to include use tax purchase details. Purchase details are typically required on Schedule B to tax returns required by local jurisdictions. However, nothing in this Agreement prevents Jurisdiction from requesting these use tax details directly from the Taxpayer.

M. Business Licenses.

The SUTS System will not require any Taxpayer to obtain separate Jurisdiction business licenses or any other license. Jurisdiction may, at Jurisdiction's discretion, use the information provided by the Taxpayer in the SUTS System to reach out separately and independently to their Jurisdiction's Taxpayers for licenses or any other requirements from the Jurisdiction that is not included in the SUTS System.

N. Frequency of Tax Filings.

Taxpayers may file tax returns via the SUTS System at the frequency which is required of Taxpayer for State taxes under CDOR regulations; however, Jurisdiction may request from CDOR that the Taxpayer may be moved to a more frequent filing, which will not be unreasonably denied.

O. Jurisdiction New Account Review.

When a Taxpayer submits a new registration with the SUTS System and does not have a Colorado Account Number, the SUTS System will require that the Taxpayer submit an online Sales Tax License Application and pay the State of Colorado license fee. The application and fee shall be sent to the CDOR for license issuance and account number creation for the Colorado Account Number. It is the

responsibility of the Jurisdiction to use the SUTS reports to include any new businesses in their external system of record and to update their local account number in the SUTS System using the procedures set forth above.

P. Jurisdiction Rate Validation.

- 1) Jurisdiction will provide written confirmation to Vendors of its sales and use tax rates, rules, and boundaries. Jurisdiction will use due care and make best efforts to provide accurate rates, rules, and boundaries.
- 2) Jurisdiction agrees to specify to Vendors authorized Jurisdiction users who are allowed to propose changes within the SUTS System administrative tools.
- 3) Jurisdiction will use best efforts to email Vendors or use the SUTS System administrative tools to notify Vendors of any tax rates, rules, boundaries, or other needed data changes 30 days before they are effective for them to be updated in the system. All notifications must include details on the changes and the period for which changes are effective.

Q. Tax Data Integration.

This Agreement does not provide a direct interface or integration to Jurisdiction's system of record for sales and use tax. If a direct interface or custom format is desired by Jurisdiction to better integrate to Jurisdiction's system of record, Jurisdiction may contact Vendor to discuss custom options, which may entail programming fees to be paid directly to the Vendor by the Jurisdiction.

R. Licensed Documentation.

All SUTS System user guides, sample data, marketing, training and other items provided through the SUTS System or by Vendors ("Licensed Documentation") may be used and copied by Jurisdiction via a non-exclusive license for the duration of the Agreement for Jurisdiction's use solely with the SUTS System according to the terms of this Agreement.

S. Payment and Merchant Fees.

Taxpayer pays credit, debit or any other merchant processor or bank fee associated with Taxpayer's remittance payment, and the Jurisdiction agrees to pay the ACH Credit or Debit *transfer* fees from the SUTS System to Jurisdiction's bank account, which is currently one dollar (\$1) per banking day, or approximately twenty dollars (\$20) per month for a Jurisdiction that gets a payment every banking day. The Jurisdiction will Pre-pay an amount of two hundred and sixty dollars (\$260) during

the SUTS onboarding process as a credit towards the transfer fees. Jurisdiction will replenish any funds used, paying in advance of each CDOR fiscal year on or before July 1 after receiving a notice of account and balance due by June 1.

T. Additional Terms.

- 1) **Governing Law.** This Agreement is governed by Colorado law without regard to conflicts of law principles.
- 2) **Survival of Terms.** Any terms that by their nature survive termination or expiration of this Agreement, will survive.
- 3) **Entire Agreement and Changes.** This Agreement constitutes the entire agreement between the Parties, and supersedes all prior or contemporaneous negotiations, agreements and representations, whether oral or written, related to this subject matter. No modification or waiver of any term of this Agreement is effective unless in a written instrument signed by both Parties.
- 4) **No Assignment.** Neither Party may assign or transfer this Agreement to a third party.
- 5) **Enforceability:** If any term of this Agreement is determined to be invalid or unenforceable, the other terms remain in effect.
- 6) **Notices:** All notices required or permitted to be given under this Agreement shall be in writing, and shall be delivered (a) by hand with receipt required, (b) by certified or registered mail to such Party's principal representative at the address set forth below or (c), as an email with read receipt requested addressed as given herein. This contact information may be changed by notice submitted in accordance with this section.

For CDOR:

Name: Scott McKimmy

Title: Director, Business Information Group

Email: Scott.McKimmy@state.co.us

Address: 1707 Cole Blvd., Lakewood, CO 80401

Phone: 720-793-8117

For Jurisdiction: Town of Parker, Colorado

Name: Linda Quade

Title: Sales Tax Administrator

Email: lquade@parkeronline.org

Address: 20120 E. Mainstreet

Parker, Colorado 80138

Phone: 303-841-0353

7) **Counterparts, Facsimiles and E-Mail.** This Agreement may be signed in any number of counterparts, which together shall constitute one and the same instrument. Original signatures of the Parties on copies of this Agreement transmitted by facsimile or electronically/scanned and e-mailed copies shall be deemed originals for purposes of this Agreement, and such copies shall be binding on all Parties.

8) **Authority to Execute Agreement.** Each person executing this Agreement on behalf of each Party represents, warrants, assures, and guarantees that s/he has full legal authority to execute this Agreement on behalf of the Jurisdiction and CDOR, respectively, and to bind Jurisdiction and CDOR, to all the terms, conditions, provisions, and obligations of this Agreement.

9) **Termination of Agreement:** CDOR or Jurisdiction may terminate this Agreement for any reason on 90 days written notice to the other Party. In the event of a breach of contract, the aggrieved Party shall give written notice of breach to the other Party. If the notified Party does not cure the breach of contract, at its sole expense, within 30 days after the delivery of written notice, the Party may terminate the contract. Notwithstanding any provision of this Agreement to the contrary, both Parties retain any statutory rights they may have to immediately terminate this Agreement in whole or in part in order to protect the public interest of their citizens.

10) **Limited Financial Obligation.** Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of either party not performed during the current fiscal year is subject to annual appropriation, so the obligation shall extend only to monies currently appropriated and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

11) **Limitation of Liability for CDOR.** CDOR, its employees, agents, including Vendors and assignees shall not be liable for any costs, expenses, claims, damages, liabilities, court fees and other amounts (including attorneys' fees and related costs) including but not limited to cost of delay, loss of data or information, failure of the SUTS system, loss of moneys remitted to SUTS, direct losses, consequential, special, indirect, incidental, punitive or exemplary loss incurred by Jurisdiction in relation to any services, including database access in connection with this Agreement.

12) **Governmental Immunity.** Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions, committees, bureaus, offices, employees and officials, or of the Jurisdiction, its departments, boards, commissions, committees, bureaus, offices, employees and officials, shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this

Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

Jurisdiction Approval	
By: Mike Waid	Title: Mayor
*Signature	Date
Town of Parker	
Jurisdiction Mailing Address: 20120 E. Mainstreet Parker, Colorado 80138	Jurisdiction Phone Number: 303-841-0353
ATTEST: _____ Carol Baumgartner, Town Clerk APPROVED AS TO FORM: _____ James S. Maloney, Town Attorney	
* ☐ By checking this box and signing above, I I hereby represent, warrant, assure, and guarantee that I have full legal authority to execute this Agreement on behalf of the Jurisdiction and to bind Jurisdiction to all the terms, conditions, provisions, and obligations of this Agreement.	
Colorado Department of Revenue Approval	
By	Title
Signature	Date



Request for Town Council Action

Date: October 5, 2020

Submitted By: Linda Quade, Sales Tax Administrator

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 8.31 - First Reading**
A Bill for an Ordinance to Amend Chapter 4.03 of the Parker Municipal Code to Define Economic Nexus and Update Methods for Collection and Remittance of Sales Tax
Department: Finance, Linda Quade
Second Reading: October 19, 2020

EXECUTIVE SUMMARY

The Supreme Court Wayfair decision provides the Town a legal basis for capturing local sales tax on remote sales, subject to amendments to Chapter 4.03 of the Parker Municipal Code.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

In 2017, The Sales and Use Tax Simplification Task Force was created pursuant to House Bill 17-1216. The task force studied sales and use tax simplification between the state and local governments, including home rule municipalities, to identify opportunities and challenges within existing fiscal frameworks to adopt innovative revenue-neutral solutions that did not require constitutional amendments or voter approval.

The State of Colorado adopted HB19-1240 codifying economic nexus definitions (including marketplace facilitators) for all state collected jurisdictions. Senate Bill 19-006 required the Colorado Department of Revenue to implement a system for accepting and processing returns and payments for the sales and use tax levied by State and Local tax jurisdictions (SUTS System). To support the SUTS System the Office of Information Technology would implement a global information system (GIS) database to house and maintain sales tax districts and boundaries and to calculate sales and use tax rates for individual addresses.

Wayfair provides the Town a legal basis for capturing local sales tax on remote sales. While many of the larger vendors are voluntarily remitting to the Town there has been some legal uncertainty with enforcing economic nexus. If the Town wants to capture local sales tax on remote sales, the Town will need to adopt the economic nexus definitions and participate in the SUTS agreement. The Town could adopt the definitions and not participate in the payment

portal through the SUTS System; however, the state and local tax jurisdictions risk a challenge, if Colorado cannot demonstrate the tax is collected using single-point tax administration (required in the Wayfair decision).

In this regard, the Colorado Municipal League warns as follows:

The risk of a challenge increases should a municipality enforce economic nexus language without using the portal...(i)f extending the sales tax net to capture internet sales by otherwise out-of-state vendors, the compromise for fairness seems to require single-point payment, such as through SUTS. *See* CML May 29, 2020, memorandum (attached).

Currently twenty-two home rule municipalities have adopted the Economic Nexus definitions and signed the SUTS (Sales and Use Tax System) Intergovernmental Agreement. Another twenty have started the process of securing signatures on the Agreement. The rest of the home rule municipalities are reviewing and evaluating the SUTS System.

FINANCIAL IMPACT

We estimate an increase in Sales tax revenue of \$400,000 annually at a minimal cost to the Town.

STRATEGIC GOAL(S)



ENHANCE ECONOMIC
VITALITY

ATTACHMENTS

1. Ordinance No. 8.31

RECOMMENDED MOTION

I move to approve Ordinance No. 8.31 on first reading and to schedule second reading for October 19, 2020, as part of the consent agenda.

ORDINANCE NO. 8.31, Series of 2020

TITLE: A BILL FOR AN ORDINANCE TO AMEND CHAPTER 4.03 OF THE PARKER MUNICIPAL CODE TO DEFINE ECONOMIC NEXUS AND UPDATE METHODS FOR COLLECTION AND REMITTANCE OF SALES TAX

WHEREAS, the Town of Parker is a home rule municipality, organized and existing under Article XX, Section 6 of the Colorado Constitution;

WHEREAS, pursuant to Article XX, Section 6 of the Colorado Constitution, the right to enact, administer and enforce sales taxes is clearly within the constitutional grant of power to the Town and is necessary to raise revenue with which to conduct the affairs and render the services performed by the Town;

WHEREAS, pursuant to such authority, the Town has adopted and enacted a Sales Tax Code (the “Code”), under which Town sales tax is levied on all sales and purchases of tangible personal property or taxable services at retail unless prohibited, as applicable to the provision of this Ordinance, under the Constitution or laws of the United States;

WHEREAS, the United States Supreme Court in *South Dakota v. Wayfair*, 138 S.Ct. 2080 (2018), overturned prior precedent and held that a State is not prohibited by the Commerce Clause from requiring a retailer to collect sales tax based solely on the fact that such retailer does not have a physical presence in the State (“Remote Sales”);

WHEREAS, based upon such decision, the retailer’s obligation to collect tax on Remote Sales is no longer based on the retailer’s physical presence in the jurisdiction by the Constitution or law of the United States, and the Code needs to be amended to clearly reflect such obligation consistent with said decision;

WHEREAS, the delivery of tangible personal property, products, or services into the Town relies on and burdens local transportation systems, emergency and police services, waste disposal, utilities and other infrastructure and services;

WHEREAS, the failure to tax Remote Sales creates incentives for businesses to avoid a physical presence in the State and its respective communities, resulting in fewer jobs and increasing the share of taxes to those consumers who buy from competitors with a physical presence in the State and its municipalities;

WHEREAS, it is appropriate for Colorado municipalities to adopt uniform definitions within their sales tax codes to encompass marketplace facilitators, marketplace sellers, and multichannel sellers that do not have a physical presence in the Town, but that still have a taxable connection with the Town;

WHEREAS, the goal of adopting this ordinance is to join in on the simplification efforts of all the self-collecting home rule municipalities in Colorado;

WHEREAS, this ordinance provides a safe harbor to those who transact limited sales within the Town;

WHEREAS, absent this amendment, the continued failure of retailers to voluntarily apply and remit sales tax owed on Remote Sales exposes the Town to unremitted taxes and permits an inequitable exception that prevents market participants from competing on an even playing field;

WHEREAS, the Town adopts this ordinance with the intent to address tax administration, and, in connection with, establish economic nexus for retailers or vendors without physical presence in the State and require the retailer or vendor to collect and remit sales tax for all sales made within the marketplace as permitted in 2018 by the U.S. Supreme Court; and

WHEREAS, the State's adoption of economic nexus for state sales tax and state-collected municipal sales tax did not require voter approval under the Taxpayer's Bill of Rights ("TABOR"), Article X, § 20 of the Colorado Constitution, and, similarly, updating the Town's methods to allow collection and remittance of sales tax to the full extent permitted by law does not require voter approval under TABOR.

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

Section 1. Section 4.03.030 of the Parker Municipal Code is amended by the revision to or addition of the following defined terms, which shall appear in alphabetical order:

4.03.030 Definitions.

For the purpose of this Code, unless the context clearly indicates otherwise, the words, terms and phrases set forth below shall have the following meanings:

* * *

Economic nexus means the connection between the Town and a person not having a physical nexus in the state of Colorado, which connection is established when the person or marketplace facilitator makes retail sales into the Town, and:

a. In the previous calendar year, the person, which includes a marketplace facilitator, has made retail sales into the state exceeding the amount specified in Section 39-26-102(3)(c), C.R.S., as amended; or

b. In the current calendar year, ninety (90) days has passed following the month in which the person, which includes a marketplace facilitator, has made retail sales into the state exceeding the amount specified in Section 39-26-102(3)(c), C.R.S., as amended.

This definition does not apply to any person who is doing business in this state, but otherwise applies to any other person.

Engaged in Business in the Town means performing or providing services or selling, leasing, renting, delivering or installing tangible personal property for storage, use or consumption within the Town. Engaged in business in the

Town includes, but is not limited to, any one of the following activities by a person:

- a. Directly, indirectly, or by a subsidiary maintains a building, store, office, salesroom, warehouse, or other place of business within the taxing jurisdiction;
- b. Sends one or more employees, agents or commissioned sales persons into the taxing jurisdiction to solicit business or to install, assemble, repair, service, or assist in the use of its products, or for demonstration or other reasons;
- c. Maintains one or more employees, agents or commissioned sales persons on duty at a location within the taxing jurisdiction;
- d. Owns, leases, rents or otherwise exercises control over real or personal property within the taxing jurisdiction;
- e. **Retailer or vendor in the state of Colorado that ~~Makes~~ makes more than one delivery into the ~~taxing jurisdiction~~ Town within a ~~twelve~~ 12-month period ~~by any means other than a common carrier~~; or**
- f. **Makes retail sales sufficient to meet the definitional requirements of economic nexus as set forth herein.**

Marketplace means a physical or electronic forum, including, but not limited to, a store, a booth, an internet website, a catalog, or a dedicated sales software application, where tangible personal property, taxable products, or taxable services are offered for sale.

Marketplace facilitator means a person who:

- a. **Contracts with a marketplace seller or multichannel seller to facilitate for consideration, regardless of whether or not the consideration is deducted as fees from the transaction, the sale of the marketplace seller's tangible personal property, products, or services through the person's marketplace;**
- b. **Engages directly or indirectly, through one or more affiliated persons, in transmitting or otherwise communicating the offer or acceptance between a purchaser and the marketplace seller or multichannel seller; and**
- c. **Either directly or indirectly, through agreements or arrangements with third parties, collects payment from the purchaser on behalf of the seller.**

This definition does not include a person that exclusively provides internet advertising services or lists products for sale, and that does not otherwise meet this definition.

Marketplace seller means a person, regardless of whether or not the person is engaged in business in the Town, which has an agreement with a marketplace facilitator and offers for sale tangible personal property, products, or services through a marketplace owned, operated, or controlled by a marketplace facilitator.

Multichannel seller means a retailer that offers for sale tangible personal property, commodities, or services through a marketplace owned, operated, or controlled by a marketplace facilitator, and through other means.

Retailer or Vendor means any person selling, leasing, renting, or granting a license to use tangible personal property or services at retail. Retailer shall include, but is not limited to, any:

- a. Auctioneer;
- b. Salesperson, representative, peddler or canvasser, who makes sales as a direct or indirect agent of or obtains such property or services sold from a dealer, distributor, supervisor or employer;
- c. Charitable organization or governmental entity which makes sales of tangible personal property to the public, notwithstanding the fact that the merchandise sold may have been acquired by gift or donation or that the proceeds are to be used for charitable or governmental purposes;
- d. Retailer-contractor, when acting in the capacity of a retailer; **or**
- e. Marketplace facilitator, marketplace seller, or multichannel seller.**

Section 2. Section 4.03.190 of the Parker Municipal Code is amended by the addition of the following new Paragraph (a)(14):

4.03.190 Sales tax – Taxable property and services.

a. As set forth below, there is hereby levied and there shall be collected and paid a sales tax in the amount stated in Section 4.03.140 of this Code, upon the sale at retail of such tangible personal property and the furnishing of such certain services as are set forth herein and in the rules and regulations promulgated by the Director pursuant to Section 4.03.040 of this Code.

* * *

14. Marketplace sales as follows:

a. A marketplace facilitator engaged in business in the Town is required to collect and remit sales tax on all taxable sales made by the marketplace facilitator, or facilitated by it for marketplace sellers or multichannel sellers to customers in the Town, whether or not the marketplace seller for whom sales are facilitated would have been required to collect sales tax had the sale not been facilitated by the marketplace facilitator.

b. A marketplace facilitator shall assume all the duties, responsibilities, and liabilities of a vendor under this Chapter. Marketplace facilitators shall be liable for the taxes collected from marketplace sellers or multichannel sellers. The Town may recover any unpaid taxes, penalties, and interest from the marketplace facilitator that is responsible for collecting on behalf of marketplace sellers or multichannel sellers.

c. The liabilities, obligations, and rights set forth under this Paragraph 14 are in addition to any duties and responsibilities of the marketplace facilitator has under this Chapter if it also offers for sale tangible personal property, products, or services through other means.

d. A marketplace seller, with respect to sales of tangible personal property, products, or services made in or through a marketplace facilitator's marketplace, does not have the liabilities, obligations, or rights of a retailer under this Chapter if the marketplace seller can show that such sale was facilitated by a marketplace facilitator:

1. With whom the marketplace seller has a contract that explicitly provides that the marketplace facilitator will collect and remit sales tax on all sales subject to tax under this article; or

2. From whom the marketplace seller requested and received in good faith a certification that the marketplace facilitator is registered to collect sales tax and will collect sales tax on all sales subject to tax under this Chapter made in or through the marketplace facilitator's marketplace.

e. If a marketplace seller makes a sale that is not facilitated by a licensed marketplace facilitator in a marketplace, the marketplace seller is subject to all of the same licensing, collection, remittance, filing and recordkeeping requirements as any other retailer.

f. Auditing. With respect to any marketplace sale, the Town shall solely audit the marketplace facilitator for sales made by marketplace sellers or multichannel sellers but facilitated by the marketplace. The Town will not audit or otherwise assess tax against marketplace sellers or multichannel sellers for sales facilitated by a marketplace facilitator.

Section 3. No obligation to collect the sales and use tax required by this Ordinance may be applied retroactively. Responsibilities, duties and liabilities described in Section 2 of a marketplace facilitator, marketplace seller, or multichannel seller begin upon the earlier of when they became licensed to collect the Town's sales tax or when they became legally obligated to collect the Town's sales tax.

Section 4. 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 5. 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 6. Effective Date. This ordinance shall become effective on the first day of the month that is at least thirty (30) days after date of its adoption.

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2020.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

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

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney



Request for Town Council Action

Date: October 5, 2020

Submitted By: Jamie Wynn, Assistant Town Attorney
Amanda Hollander - Victim Coordinator

Reviewed By: Michelle Kivela, Town Administrator

Title: **RESOLUTION NO. 20-051**
A Resolution Approving the Grant Application for 2021
Department of Local Affairs Peace Officers Mental Health
Support Grant

Department: **Police, Amanda Hollander**
Town Attorney, Jamie Wynn

EXECUTIVE SUMMARY

Police officers should be provided critical mental health services, as well as continued education and training on how to prevent and treat job related trauma. The Peace Officer Mental Health Grant will allow commissioned officers to receive up to three (3) mental health counseling services per year, in addition to services currently provided by the Employee Assistance Program (EAP). These critical services will allow officers to access the latest and most effective treatment from everyday stressors, to critical incidents, and posttraumatic stress. The Peace Officer Mental Health Grant will also allow for an additional 30 hours of specialized mental health training designed to prevent on the job trauma.

As an additional benefit, The Peace Officer Mental Health Grant will also provide new training and advanced training to the Parker Police Department Peer Support Program.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Historically, Police Officers have been provided mental health services through the Employee Assistance Program (EAP), however, the approval of these grant funds would provide services from a mental health agency that specializes in treating first responders, that are designed to treat and prevent unique dynamics with their occupation in addition to the current EAP services already provided. Commissioned police officers require specialized understanding of the psychological factors of on the job trauma and the consequent impact on their personal lives.

In addition, while the Parker Police Department has sustained a successful Peer Support Program, these grant funds will allow the department to provide additional trainings to add new members to the already existing team, as well as provide advanced training to current members.

The Parker Police Department utilizes the Peer Support Program for all employees (commissioned and civilian) to receive the guidance and tools to manage daily stressors, as well as providing a confidential source for employees to seek professional counseling services when requested.

Lastly, while in-service training is required by commissioned police officers, this grant will allow for additional POST certified training and education on special topics such as Post Traumatic Stress Disorder (PTSD), Suicide, Family and Marriage Relationships, and Addiction.

FINANCIAL IMPACT

There are no fiscal or budget impact as these services would be paid for by the state grant.

STRATEGIC GOAL(S)



PROMOTE A SAFE AND
HEALTHY COMMUNITY



INNOVATE WITH
COLLABORATIVE
GOVERNANCE

ATTACHMENTS

1. Resolution No. 20-051

RECOMMENDED MOTION

I move to approve Resolution No. 20-051, as part of the consent agenda.

RESOLUTION NO. 20-051, Series of 2020

**TITLE: A RESOLUTION APPROVING THE GRANT APPLICATION FOR 2021
DEPARTMENT OF LOCAL AFFAIRS PEACE OFFICERS MENTAL
HEALTH SUPPORT GRANT**

WHEREAS, the Town Council of the Town of Parker supports the 2021 Department of Local Affairs Peace Officers Mental Health Support grant application, which is attached hereto as **Exhibit 1**, and, if the grant is awarded, the Town supports providing mental health support, training, and education for the officers of the Parker Police Department, pursuant to the grant;

WHEREAS, the Town of Parker, Parker Police Department, has requested forty thousand twenty-four dollars (\$40,024.00) from the Department of Local Affairs ("DOLA") for the purpose of providing such mental health support, training, and education for the officers of the Parker Police Department.

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

Section 1. The Town Council of the Town of Parker hereby approves the application, in the form attached as Exhibit A, for a grant with the Department of Local Affairs for the Peace Officers Mental Health Support Grant.

Section 2. If the grant is awarded, the Town supports providing mental health services, training, and education for its officers pursuant to the grant.

Section 3. The Town Council of the Town of Parker authorizes the expenditure of funds necessary to meet the terms and obligations of any grant awarded.

RESOLVED AND PASSED this _____ day of _____, 2020.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

EXHIBIT 1

B. APPLICATION QUESTIONS

Save

1. Amount of grant funds requested*

2. Intended use of grant funds*

Please detail what the grant funds would be used for in relation to:

- On-scene response services to support peace officer's handling of persons with mental health disorders; or
- Counseling services to peace officers
- Assistance for development and implementation of policies to support peace officers who are involved in shootings or fatal use of force.
- Training and education programs that teach the symptoms of job-related mental trauma and how to prevent and treat such trauma.
- Peer support programs



4000 characters remaining.

3. Project Budget *

Please provide a concise project budget breakdown detailing dollar amounts requested and the time frame the funds will be used. Be specific.

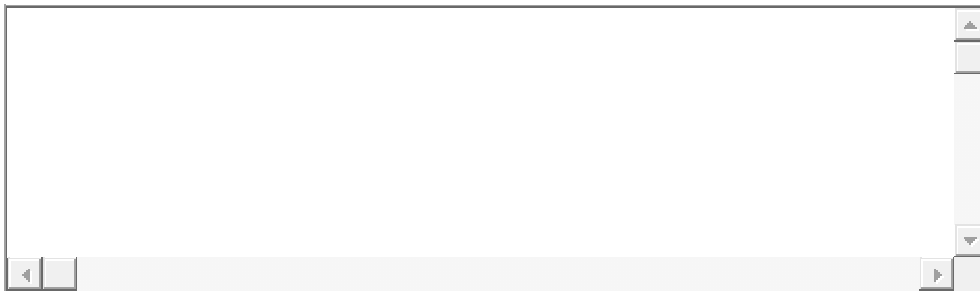
[Upload](#)

[Download](#)

4. Collaboration with mental health centers*

List the name(s) of any community mental health centers your agency intends to collaborate with for this application.

If your agency will not collaborate with a mental health agency, please explain why.



4000 characters remaining.

5. Advance payment request*

If an advance payment is being requested, please detail financial circumstances that support the request.

If an advance is NOT being requested, please respond with N/A.

4000 characters remaining.

C. BOARD APPROVAL/TABOR

If no, would receipt of these grant funds, if awarded, result in the local government exceeding revenue limitations, prompting a refund?

-- Select Yes/No --

Affirm local government Attorney has confirmed this TABOR statement. *

-- Select Yes/No --

Save

2020-2021 Peace Officer Mental Health Grant
Parker Police Department

1. Amount of Grant Funds Requested

\$40,024.00

2. Intended use of Grant Funds

The Peace Officer Mental Health grant will allow our commissioned police officers to receive up to three (3) mental health counseling services per year. Currently, the Parker Police Department is authorized 77 commissioned police officer positions. The funds include providing each officer 3 counseling services per year. These critical services will allow our officers to access the latest and most effective treatment from everyday stressors, to critical incidents, and posttraumatic stress. Counseling services can address stress, trauma, critical incident aftermath, depression/anxiety, suicidal ideation, anger and aggression management, divorce, substance abuse, relationship issues, sleep disorders, and developing a healthy work life balance. Police officers dedicate their life to their career and public safety, and deserve specialized mental health treatment access that is readily available and effective.

The funds will also be utilized to implement 30 hours of training and education programs in the 2021-2022 year to our commissioned police officers on topics such as Post-Traumatic Stress Disorder (PTSD), Suicide, Family and Marriage Relationships, and Addiction Behaviors. Commissioned police officers require specialized understanding of the psychological factors of on the job trauma and the consequent impact on their personal lives and families. The Parker Police Department not only wants to provide these critical mental health services in a time of need, but also wants to provide valuable training and education on how to prevent and treat job related trauma.

Lastly, the requested funds would allow the Parker Police Department to host a POST Certified 40-hour Peer Support Training, as well as an advanced course in order to add new members to an already existing peer support program. The Parker Police Department utilizes the peer support program for employees to receive the guidance and tools to manage daily stressors, as well as providing a confidential source for commissioned police officers to seek professional counseling services when requested. Both peer support trainings would be offered to neighboring police departments in order to aid them in developing their peer support programs as well. In the 18th Judicial District of Douglas County, Parker Police Department is part of a larger regional peer support team in which multiple agencies mutually support each other by collaborating trainings, information sharing, and offering support in large-scale incidents.

3. Project Budget (Attached)

4. Collaboration with Mental Health Centers

The Parker Police Department plans to collaborate with the following Mental Health Centers:

- 1.) Dr. Jamie Brower, Brower Psychological Police and Public Safety Services
- 2.) Dr. Sara Metz, Code 4 Counseling
- 3.) Nicoletti-Flater Associates

The Parker Police Department recognizes that commissioned police officers should have options when choosing a mental health center to work with due to individual mental health needs, comfort level, and location. Each mental health agency listed specializes in treating first responders, including commissioned police officers, which are designed to treat and prevent unique dynamics with their occupation.

5. Advanced Payment Request

N/A – Parker Police Department is not requesting advanced payment.

2021 Department of Local Affairs Peace Officers Mental Health Support Grant

Parker Police Department – Proposed Budget					
Line Item	Cost	Sessions Per Employee	Cost Per Employee	Number of Employees	Total Cost
Counseling Services for any Commissioned Officers through Listed Community Health Center	\$104.00/ea	3	\$312.00	77	\$24,024.00
Trainings – Trauma Recovery and Survival, Suicide Prevention, Alcohol & Other Addictive Behaviors for Commissioned Officers	\$150.00/hr				\$4,500.00
Host Peer Support Training	\$8,000.00				\$8,000.00
Host Advanced Peer Support Training	\$3,500.00				\$3,500.00
Total Costs					\$40,024.00
Grant Funds Requested					\$40,024.00



Request for Town Council Action

Date: October 5, 2020

Submitted By: Danny Smith, Operations Manager, Streets & Stormwater Maintenance

Reviewed By: Michelle Kivela, Town Administrator

Title: **2020 Townwide Concrete Replacement Program (CIP20-003)
Contract Modification**

Amount: \$100,000

Contractor: Stone & Concrete, Inc

Department: Engineering/Public Works, Danny Smith

EXECUTIVE SUMMARY

This item is to approve the award of a contract modification to Stone & Concrete, Inc. - 2020 Townwide Concrete Replacement Program (CIP20-003) in the amount of \$100,000 for a revised amount of \$1,245,000.00.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town of Parker, through the open and competitive bid process awarded the 2020 Townwide Concrete Replacement Program (CIP20-003) to Stone & Concrete Inc on April 20, 2020. The replacement program began this spring and is expected to conclude in the fall of 2020. The annual contract has been established as a maintenance program to replace dilapidated concrete infrastructure throughout the Town. Additionally, this program is utilized to remove, replace, and update concrete in residential subdivisions scheduled for pavement preservation programs.

The Town originally awarded the contract on in the amount of \$1,145,000.00. Savings realized in both the resurfacing and pavement preservation programs have resulted in \$100,000 being available for reallocation to concrete repairs, through a contract modification with Stone & Concrete, Inc.

FINANCIAL IMPACT

Funding for this project has been appropriated in the Engineering & Public Works Streets Division repair and maintenance (R&M) budget in the general fund.

STRATEGIC GOAL(S)



PROMOTE A SAFE AND
HEALTHY COMMUNITY



SUPPORT AN
ACTIVE COMMUNITY

ATTACHMENTS

None

RECOMMENDED MOTION

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



Request for Town Council Action

Date: October 5, 2020

Submitted By: Carolyn Washee-Freeland, Associate Planner
John Fussa, Community Development Director

Reviewed By: Michelle Kivela, Town Administrator

Title: **RESOLUTION NO. 20-043**
A Resolution to Adopt the Chambers and Hess Roads
Subarea Plan as a Part of the 2035 Master Plan
Department: Community Development, Carolyn
Washee-Freeland

EXECUTIVE SUMMARY

The Parker 2035 Master Plan designates the area centered around the intersection of Chambers and Hess Roads as a future mixed-use Community Center. The Chambers and Hess Roads Subarea Plan (the Plan) will support the implementation of the Master Plan vision for such a Center at this location. The Plan establishes a coordinated land use-transportation framework to guide future development with the goal of achieving a balance of land uses to serve existing residents, future neighborhoods and the shopping needs of the southern section of Town accessible through multi-modal connections.

On September 24, 2020, a public hearing was held with the Planning Commission, and the Planning Commission unanimously recommended that Town Council approve Resolution No. 20-043 to adopt the Chambers and Hess Roads Subarea Plan as an element of the Parker 2035 Master Plan.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Plan has been prepared to support the implementation of the *Parker 2035 Master Plan* vision for a mixed-use Community Center centered upon the intersection of Chambers and Hess Roads in the southwest section of Town. The Plan will also provide a land use-transportation framework for future commercial development that balances uses, multi-modal access, open space connections and market conditions at this future growth area.

The Plan was developed by the Community Development Department in collaboration with the Economic Development Office, Engineering/Public Works Department and Parks and Recreation Department. The planning process included well-attended community engagement activities that consisted of the Let's Talk Parker online-interactive project page, two (2)

community open houses, social media venues, and several informational Talk of the Town articles. Staff provided periodic updates to the Planning Commission and Town Council at four (4) Study Sessions. Multiple stakeholders provided input on the Plan including local Homeowners' Associations, adjacent residential neighborhoods, property owners and developers interested in the area.

Study Area

The Plan study area consists of a total of 125 acres of undeveloped land located at the intersection of Chambers and Hess Roads. The study area is comprised of five (5) existing Planned Development (PD) planning areas zoned for future commercial and mixed-use development. The Plan addresses three (3) commercial planning areas and one (1) mixed-use planning area located within the Anthology North PD as well as one (1) commercial planning area in the Douglas 234 PD located at the northeast corner of the intersection.

Highlights of the Plan

The Plan brings together a long-term vision for commercial and mixed-use development that will serve the needs of the surrounding neighborhoods and emphasizes future development with high quality architecture, streetscapes and urban design with multi-modal access including pedestrian and bicycle connections to adjacent neighborhoods. The Plan is organized into four (4) main chapters: *1. Project Background and Planning Context*; *2. Existing Conditions*; *3. Land Use Analysis*; and *4. Recommendations*. Each chapter may be summarized as follows:

1. Project Background and Planning Context Chapter: This chapter provides an introduction to the Plan and describes the planning process, community engagement activities and the vision, guiding principles and land use framework.

2. Existing Conditions Chapter: The key components of this chapter focuses on an assessment of demographics, housing trends, existing commercial development and community services located within the vicinity of the study area. For analytical purposes, a geographical boundary was utilized to serve as the area of influence which is defined by a two-mile radius surrounding the intersection of Chambers and Hess Roads. The area of influence was also applied to the market study to evaluate a trade area for future retail development in the study area. In addition, the topography, land use, zoning and access/transportation conditions were evaluated for the study area.

3. Land Use Analysis: This chapter was developed based on a high-level land use analysis to determine viable commercial development types at an appropriate scale for a mixed-use Community Center. This chapter describes in more detail the site characteristics, topographic features, traffic access and circulation for each planning area within the study area. The intent of this analysis is to confirm that the land use policy and zoning to implement it remain appropriate.

Land Use Concepts

Two (2) Land Use Concepts were developed as an outcome of the land use analysis. Each concept illustrates potential land uses and development intensities for the study area and are summarized as follows:

Land Use Concept #1 - This concept focuses on the development of commercial and mixed-use services and amenities that will serve the needs of multiple neighborhoods in the area.

Commercial development is concentrated at key intersection corners and major street frontages. The potential land use outcomes include:

- **Anthology North Planning Area 15** – (Located south of Oak Gulch and east of Chambers Road), The 2019 Town Council approved Partial Waiver Resolution for Anthology North requires that one-third (1/3) of the developable portion of Anthology North Planning Area 15 will be rezoned for commercial use. The commercial use may be located at the future intersection of Chambers Road and Great Plains Way (once they are extended south). Mixed-use in this Planning Area will be concentrated along the interior framing Oak Gulch.

- **Anthology North Planning Area 18** – (Located on the southwest corner of intersection of Chambers and Hess Roads) Anthology North Planning Area 18 is contemplated as a grocery anchored commercial center with supporting uses.

- **Anthology North Planning Areas 16 and 17** – (Located on the southeast corner of the intersection of Chambers and Hess Roads), Anthology North Planning Areas 16 and 17 will remain commercial in usage with retail and services located along the Hess Road frontage.

- **Douglas 234 Commercial Planning Area** – (Located on the northeast corner of the intersection of Chambers and Hess Roads) Douglas 234 Planning Area would remain zoned for commercial use.

Land Use Concept #2 - This land use concept is similar to land use concept #1 with potential alternate uses focused upon the Anthology North Planning Area 15 and Douglas 234 Planning Area as described below.

- **Douglas 234 Commercial Planning Area** – (Located on the northeast corner of the intersection of Chambers and Hess Roads) The Douglas 234 Planning Area is contemplated as mixed-use with single-family attached housing located within the interior portion of the site on less than half of total land area. The balance of the land would remain zoned for commercial use along the Chambers and Hess Road frontages.

- **Anthology North Planning Area 15** – (Located south of Oak Gulch and east of Chambers Road), The Planning Area would have the western one-third potentially rezoned for commercial use that will be located along the future Chambers Road extension.

- **Anthology North Planning Areas 16, 17 and 18** - These Planning Area recommendations are the same as Land Use Concept #1 above.

4. Recommendations Chapter: The Recommendations Chapter may be summarized as follows:

Recommendation 1 - Elevate urban design to promote walkable streetscapes that will complement the nearby residential neighborhoods and encourage residents to walk and bike to

services.

Recommendation 2 – Activate important corners in the study area by using enhanced urban design, landscaping, place-making signage, architectural features and other improvements to create a sense of arrival and place.

Recommendation 3 – Consider future zoning amendments for Douglas 234 PD and Anthology North PD in coordination with the property owners where appropriate. There is an opportunity to work with property owners to promote certain commercial and mixed-uses to better align with the *Parker 2035 Master Plan* and this Plan in an effort to meet the vision for a Community Center in this area.

The Plan advances the Parker 2035 Master Plan vision for a mixed-use Community Center centered upon the intersection of Chambers and Hess Roads. The emphasis upon multi-modal access is consistent with transportation goals of the Parker Transportation Master Plan. The Plan will support implementation of this vision and provide a flexible policy framework for future development in one of the Town's last major sectors for growth and development. It will be an element of the Parker 2035 Master Plan once adopted.

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)



SUPPORT AN
ACTIVE COMMUNITY



ENHANCE ECONOMIC
VITALITY



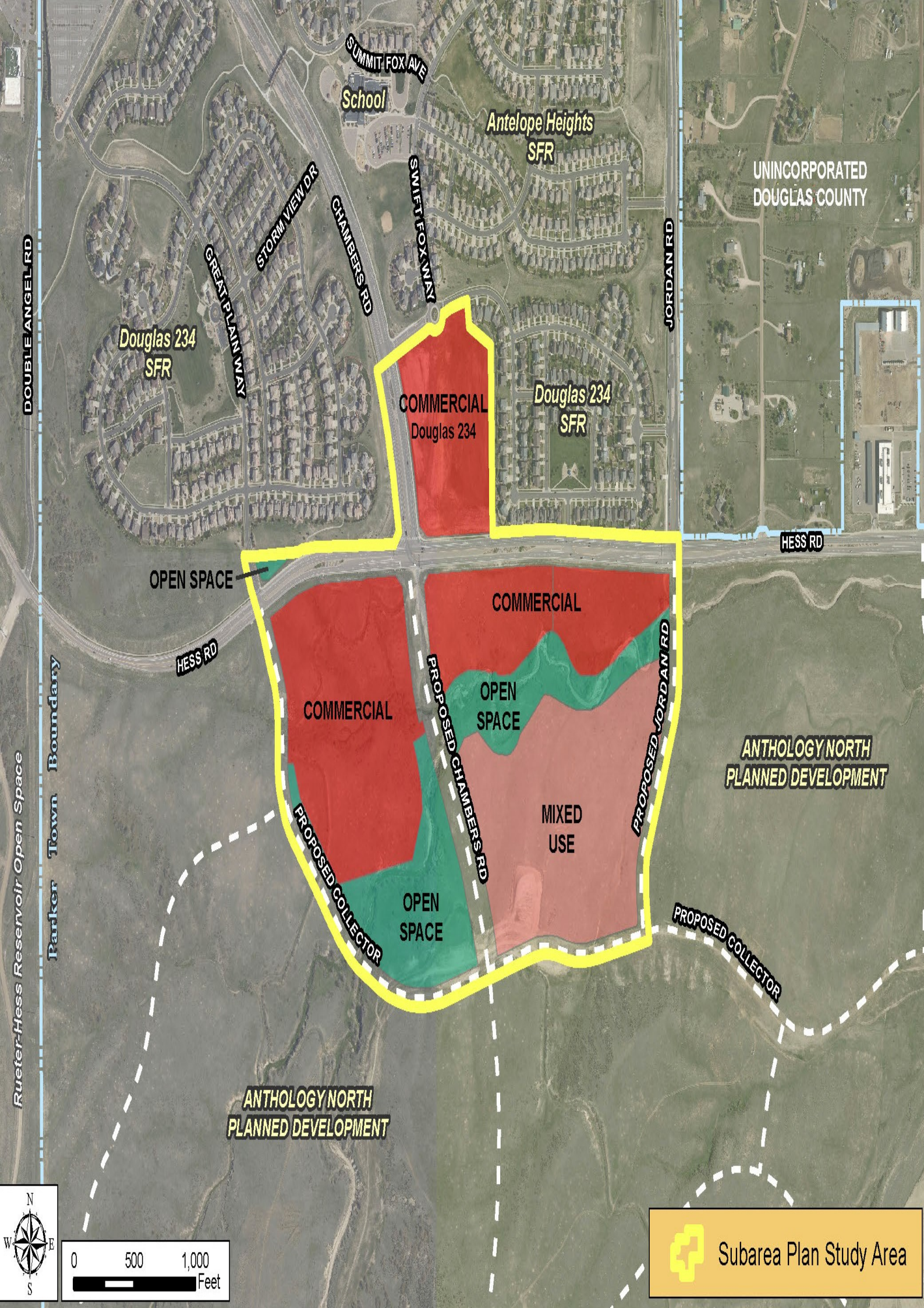
DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH

ATTACHMENTS

1. Vicinity Map
2. Resolution No. 20-043

RECOMMENDED MOTION

I move to approve Resolution No. 20-043.



SUMMIT FOX AVE

School

Antelope Heights
SFR

UNINCORPORATED
DOUGLAS COUNTY

DOUBLE ANGEL RD

Douglas 234
SFR

GREAT PLAIN WAY

STORM VIEW DR

CHAMBERS RD

SWIFT FOX WAY

JORDAN RD

COMMERCIAL
Douglas 234

Douglas 234
SFR

HESS RD

OPEN SPACE

HESS RD

COMMERCIAL

COMMERCIAL

OPEN
SPACE

PROPOSED CHAMBERS RD

PROPOSED JORDAN RD

ANTHOLOGY NORTH
PLANNED DEVELOPMENT

MIXED
USE

PROPOSED COLLECTOR

OPEN
SPACE

PROPOSED COLLECTOR

ANTHOLOGY NORTH
PLANNED DEVELOPMENT



0 500 1,000
Feet

 Subarea Plan Study Area

RESOLUTION NO. 20-043, Series of 2020

**TITLE: A RESOLUTION TO ADOPT THE CHAMBERS AND HESS ROADS
SUBAREA PLAN, AS A PART OF THE PARKER 2035 MASTER PLAN**

WHEREAS, pursuant to C.R.S. § 31-23-206, it is the duty of the Town of Parker Planning Commission (the "Planning Commission") to make and recommend adoption of a master plan for the physical development of the municipality;

WHEREAS, pursuant to C.R.S. § 31-23-206(b), the Planning Commission shall make recommendations as part of the adoption of the master plan for the development of the Town of Parker and outlying areas, including the general location of public places or facilities, including playgrounds, squares, parks, public grounds, open spaces, trails, and designated federal, state and local wildlife areas;

WHEREAS, pursuant to C.R.S. § 31-23-207, the master plan shall be made with the general purposes of guiding and accomplishing a coordinated, adjusted and harmonious development of the municipality and its environs which will, in accordance with present and future needs, best promote health, safety, morals, order, convenience, prosperity and general welfare, as well as efficiency and economy in the process of development, including, among other things, adequate provisions for traffic, the promotion of safety from fire, floodwaters and other dangers, adequate provisions for light and air, the promotion of healthful and convenient distribution of population, the promotion of good civic design and arrangement, wise and efficient expenditure of public funds, and the promotion of energy conservation and adequate provisions of public utilities and other public requirements;

WHEREAS, pursuant to C.R.S. § 31-23-208, the Planning Commission may recommend adoption of the master plan as a whole by a single resolution or may, by successive resolutions, recommend adoption of successive parts of the plan, and may recommend adoption of any amendments or extensions thereof or additional thereto;

WHEREAS, pursuant to Section 6.3 of the Town of Parker Home Rule Charter, the Planning Commission shall prepare and submit to the Town Council of the Town of Parker (the "Town Council") the update of the master plan, in whole or in part, for approval by Town Council;

WHEREAS, the Town Council determined it was appropriate to adopt the Chambers and Hess Roads Subarea Plan (the "Subarea Plan"), as a part of Parker 2035 Master Plan;

WHEREAS, the proposed Subarea Plan, when adopted, will amend and become part of the Parker 2035 Master Plan by reference;

WHEREAS, the purpose of the Subarea Plan is to serve as a framework for future commercial development that balances land use, transportation and market realities for appropriately scaled amenities to guide future land uses at this important community center intersection;

WHEREAS, the Subarea Plan provides specific guidance for planning future growth so that the full potential for neighborhood-focused commercial and mixed-use development is realized for the study area and reflects the community's vision;

WHEREAS, public engagement was targeted to gain input and insights of residents in an effort to address land use and transportation integration and plan for long-term sustainability;

WHEREAS, the following public engagement methods were used during the community input process:

- Stakeholder Interviews
- Online Community Survey
- Let's Talk Parker Project page
- Community open houses;

WHEREAS, the Town Council held two study sessions on November 12, 2019, and May 11, 2020, to review and comment on the proposed Subarea Plan;

WHEREAS, the Planning Commission held two study sessions on October 24, 2019, and May 14, 2020, to review and comment on the proposed Subarea Plan; and

WHEREAS, the Planning Commission held a public hearing on September 24, 2020, and recommended to the Town Council approval of the Chambers and Hess Roads Subarea Plan;

WHEREAS, the Town Council held a public hearing on October 5, 2020, and approved the Chambers and Hess Roads Subarea Plan.

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 adopts the Chambers and Hess Roads Subarea Plan, which is attached hereto as **Exhibit 1** and incorporated herein by this reference, as a part of the Parker 2035 Master Plan.

Section 2. The Town Council directs that a copy of the Chambers and Hess Roads Subarea Plan shall be filed with the Douglas County Clerk and Recorder.

RESOLVED AND PASSED this ____ day of _____, 2020.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

EXHIBIT 1



CHAMBERS AND HESS ROADS SUBAREA PLAN

*Envisioning A Community
Center*



Adopted October 5, 2020 through Resolution No. 20-043
Town of Parker
Community Development Department
20120 E. Mainstreet
Parker, Colorado 80138

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ACKNOWLEDGEMENTS

The Chambers and Hess Roads Subarea Plan is a result of a collaborative planning effort to develop a framework for future commercial development for a community center located at the intersection of Chambers and Hess Roads. The Town would like thank Town Council members, Planning Commission and the many other participants that helped collaborate and provide valuable input on the development of this document. The Town would also like to thank the many citizens and stakeholders who participated in the public outreach process and provided valuable input.

Parker Town Council

Mike Waid, Mayor
John Diak, Councilmember
Debbie Lewis, Councilmember
Cheryl Poage, Councilmember
Joshua Rivero, Councilmember
Jeff Toborg, Councilmember
Renee Williams, Councilmember

Parker Planning Commission

Gary Poole, Chair
Eliana Burke, Acting Vice Chair
Richard Foerster, Commissioner
Erik Frandsen, Commissioner
John Howe, Vice Chair
Ruth Ann Nelson, Commissioner

Alternate Commissioners

Susan Caudill, Commissioner
Tracie Manske, Commissioner
Kimberly Rodell, Commissioner

Town of Parker Executive Staff

Michelle Kivela, Town Administrator
Jim Cleveland, Deputy Town Administrator
Jim Maloney, Town Attorney
Kristin Hoffmann, Deputy Town Attorney
John Fussa, Community Development Director
Tom Williams, Director of Public Works/Engineering
Mary Colton, Parks and Recreation Director

Participating Consultants

David Evans and Associates
Economic & Planning Systems
PCS Group

Technical Advisory Committee

Matt Carlson, Economic Development Manager
Bryce Matthews, Planning Manager
Alex Mestdag, P.E., Engineering Services Manager
Mary Munekata, Senior Planner
Dennis Trapp, Projects Administrator, Parks and Recreation Department
Carolyn Washee-Freeland, Associate Planner and Project Manager
Paul Workman, Senior Planner

Prepared by Town of Parker Staff

Community Development Department
Public Works/Engineering Department
Economic Development Department
Parks and Recreation Department
GIS Mapping by Information Technology Department

Developer Participants

Jeff Sheets, Koebel & Co.
Mitch Trevey, Trevey Land & Commercial
Kurt Wolter, Trevey Land & Commercial

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Project Background and Planning Context

PROJECT BACKGROUND

Introduction

The Chambers and Hess Roads Subarea Plan (Plan) is the result of a collaborative planning effort with the Town of Parker's Community Development, Economic Development, Public Works/Engineering, and Parks and Recreation Departments to build a framework for future commercial development within a portion of the Town which is expected to experience planned growth over the next twenty (20) years. This Plan, consistent with the *Parker 2035 Master Plan*, is intended to guide the implementation of the Town's community vision for managed planned growth, and establishing an appropriate balance between housing, commerce, open space, and directing development for this area.

Various forms of community input from residents, property owners, developers, and Parker's elected and appointed officials was sought to collaboratively develop the vision of this Plan for future commercial development for this key area. The study area for the Plan centers on the Chambers Road and Hess Road intersection, which is located in the southwest quadrant of the Town's municipal boundary, where over thirty-percent of Parker's residential neighborhoods are located and where most of the future growth for the Town is zoned and planned. These two major roadways are regionally connected and carry large volumes of traffic. Chambers Road will be extended in the future to the south and will become a major north/south transportation corridor in the Town and Douglas County. A significant amount of population growth is expected to concentrate within this region that includes Parker's *Anthology North Planned Development (PD)*, *Hess Ranch/Looking Glass PD/Trails at Crowfoot*, the City of Castle Pines *The Canyons PD*, and Douglas County's *Meridian International Business PD*.

Project Background

The Anthology North and Hess Ranch (more commonly known as Looking Glass and Trails at Crowfoot) planned residential communities are the largest remaining future development in the Town of Parker with over 6,400 residential units planned. Over the past twenty years, the property owners have worked with the Town to annex and zone over 2,000 acres of undeveloped land for residential, mixed use, and commercial land uses. In 2018, the property owners expressed an interest in moving forward with the residential development in portions of these two planned developments that will include a variety of desirable housing types, as well as mixed-use and commercial developments. Figure 1 shows a view of the Anthology North property.



Figure 1 - Anthology North property in southwest Parker, Colorado.

Regional Context

The Town of Parker is located in northern Douglas County approximately 20 miles southeast of downtown Denver. Parker is 21.78 square miles with a current population of approximately 55,764. The Town is located five miles east of I-25 and is bisected by State Highway 83 (Parker Road) in the north/south direction. I-25 is accessible via three arterial roadways and E-470 which crosses the northern tier of the Town. See regional map in figure 2.

Parker is a fast-growing community with a projected build-out population of 70,000 to 80,000 by the year 2035. The Town is currently characterized as a full-service community with a hometown feel. Parker remains a bedroom community that is dominated by large, master planned single-family residential development. However, land development has increased in intensity with the addition of single-family and multi-family housing, healthcare facilities, light industrial development, large-scale commercial areas,



Figure 3 - Antelope Heights Neighborhood located near the study area.

and mixed-use planned developments. Figure 3 shows Antelope Heights which is an existing neighborhood near the study area.



Figure 2 - Regional map of the Town of Parker, Colorado.

PROJECT STUDY AREA

The study area consists of 125-acres of undeveloped land located within the southwest portion of the Town's municipal boundaries. The study area is comprised of five (5) distinct Planned Development planning areas zoned for commercial and mixed-use development and is situated where Chambers Road and Hess Road intersect. The Plan focuses on three commercial planning areas and a mixed-use planning area located within the Anthology North PD south of Hess Road; and the commercial planning area in the Douglas 234 PD, located on the northeast corner of the intersection. Figure 5 shows a map of the study area.

Community Center

The *Parker 2035 Master Plan* (Master Plan) identifies the project study area as a Community Center Character Area on the General Land Use Map. A Community Center is characterized as a concentration of commercial and higher density residential developments near intersections of major arterials or collector streets. The Master Plan further describes the preservation of key commercial corners at these intersections to ensure that adequate services are available to support residents and visitors to the Town. Community Centers in Parker are generally located within key intersections in the Town, where commercial and retail service uses that serve multiple neighborhoods are encouraged to be located. Community Centers generally depend on the regional transportation network for accessibility to the community. See figure 4.

Purpose of the Plan

The purpose of the Plan is to serve as a framework for future commercial development that balances land use, transportation, and market realities for appropriately scaled amenities to guide future land uses at this important Community Center intersection. Major components which informed the Plan include:

- Understanding the viability of commercial development within the study area
- Working with property owners/developers to establish a vision for commercial development
- Understanding traffic, transportation and access impacts on existing infrastructure and approved land uses
- Developing a high-level conceptual plan for future commercial and mixed-use development; and
- Considering zoning changes to accommodate the vision of the Plan.

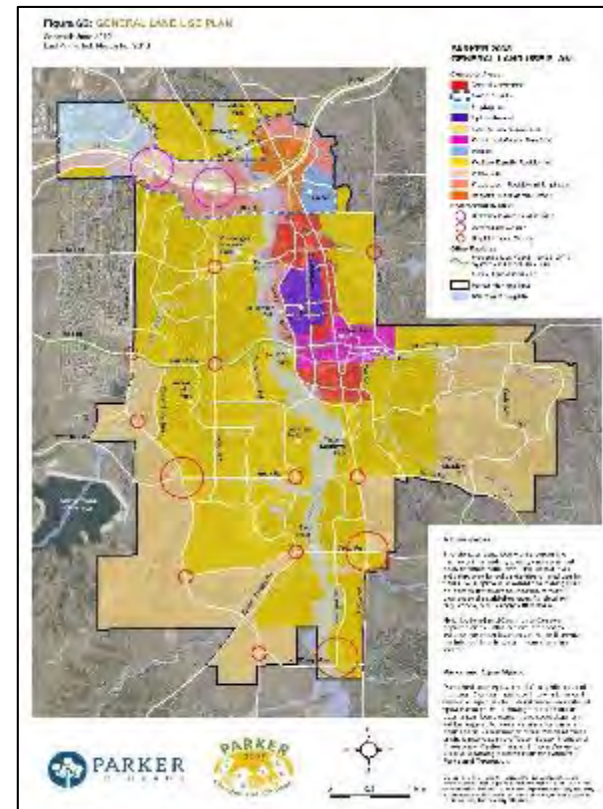


Figure 4 - Parker 2035 Master Plan General Land Use Map with Commercial Centers (shown in larger red circles).



Figure 5 - Chambers and Hess Road Subarea Plan Study Area.

Relationship to Other Plans

This Plan builds upon other relevant existing Town of Parker plans that provide high-level guidance for future growth in Parker. Building on the foundation provided by these plans and their policies, goals and strategies, this Plan provides specific detailed guidance for planning future growth so that the full potential for neighborhood-focused commercial and mixed-use development is realized for the study area and appropriately reflects the community's vision. Further, this Plan does not change the existing criteria or code requirements of other Town planning documents, however it does align with the goals and strategies of these plans. The following is a summary of the Master Plan and the Transportation Master Plan describing the relationship to this Plan. Figure 6 shows a view of the Chambers and Hess intersection.

Parker 2035 Master Plan

The Master Plan is a policy document that provides a framework for decisions that affect the Town's future growth and the physical, social, and economic environment of Parker, and is important in informing the planning effort for this Plan. The Master Plan describes the desired community character for Commercial and Mixed-Use Planning Areas within Community Centers. To ensure that neighborhoods have adequate commercial amenities, new development will be required to reserve approximately 33 percent of developable land for future commercial uses to be located at key corners of an intersection and zoned and developed principally for commercial retail, service and restaurant use. It is important that Community Centers incorporate multi-modal access to existing residential neighborhoods as well. This Plan will serve as an element of the Master Plan.

Town of Parker Transportation Master Plan

The Parker Transportation Master Plan (TMP) adopted in March 2014, provides guidance for future development of a town wide multi-modal transportation system integrated with land use plans, economic development goals, capital improvement plans, and other Town services. The TMP also serves as a long-range plan for travel and mobility. The TMP's Policy 2 to "*Provide an integrated multi-modal transportation system that maximizes mode choice and mobility for all users*" was utilized in this Plan in building the land use framework for pedestrian and bicycle connectivity in the study area.

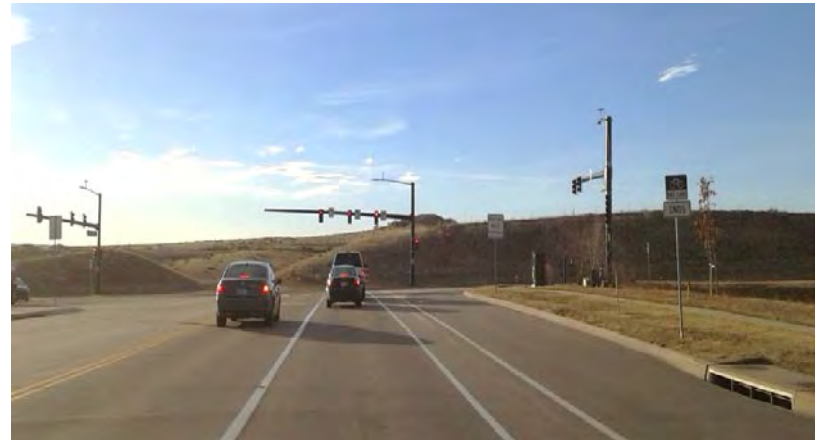


Figure 6 - View of the Chambers and Hess Road Intersection looking south.

PLANNING PROCESS

The planning process included six (6) main phases to guide the development of this Plan. These included:

1. **Data collection and research of existing conditions of the study area**
2. **Analysis of economic conditions**
3. **Abbreviated traffic and access evaluation**
4. **Assessment of site conditions and constraints**
5. **High-level analysis of land use; and**
6. **Community outreach**

The results of the planning process informed the development of a land use framework that included community goals outlined in the Master Plan and the mobility objectives of the Parker Transportation Master Plan to inform the Plan.

Public engagement was targeted to gain input and insights of local Parker residents on potential commercial development in this area in an effort to address land use and transportation integration and plan for long-term sustainability of land uses in the study area. In collaboration with the Town's Communications Department, the public engagement activities included:

- ***Let's Talk Parker* project page, reaching over 1,000 local residents**
- **Online community survey**
- **Two (2) community open houses**
- **Stakeholder interviews; and**
- **Planning Commission and Town Council Study Sessions and Public Hearings were held for input and direction from the Town's Elected Officials.**



Chambers and Hess Road Subarea Plan Community Open House held October 9, 2019 at PACE Center, Parker, CO.

WHAT WE HEARD

The results of the community survey, open house, and stakeholder comments were examined to gain insights, ideas, and suggestions from local residents and the Parker community. Several common themes emerged during this process. Common themes focused on desired character for the built environment, neighborhood amenities, and open space and park characteristics. A summary of the public engagement results highlights the various perspectives of local residents who would use the services of future commercial development at the neighborhood level.

Desired Character for the Built Environment

Architectural Design

Community members expressed the desire for architectural design to emphasize the best Colorado has to offer. Focus should be placed on:

- Design of commercial buildings that will complement, respect and take cues from the surrounding neighborhood character.
- Building composition should exhibit a “Colorado style that is rustic, hip, tasteful and modern.”
- Desirable building elements include pitched roofs and high quality building materials.
- Preservation of significant viewsheds looking southward from Chambers and Hess Roads.

Design Character

Community members wanted future commercial development to be family-friendly, community-focused, and promote health, outdoor activities, walking areas and activated public spaces. Suggestions to accomplish this were:

- A town center that is designed with an “open air” building layout with places to gather, a pedestrian plaza, and plenty of outdoor seating and site furnishings.
- Building frontages should activate the street and be designed to a human scale that is pedestrian-friendly.
- Include retail stores that are smaller-scaled with a focus on boutique shops, bistros, and amenities where the community can meet and hang out.
- Quieter less intensive uses such as offices with adequate parking and high-quality landscaping. See figure 7 for examples of local design character in the built environment.

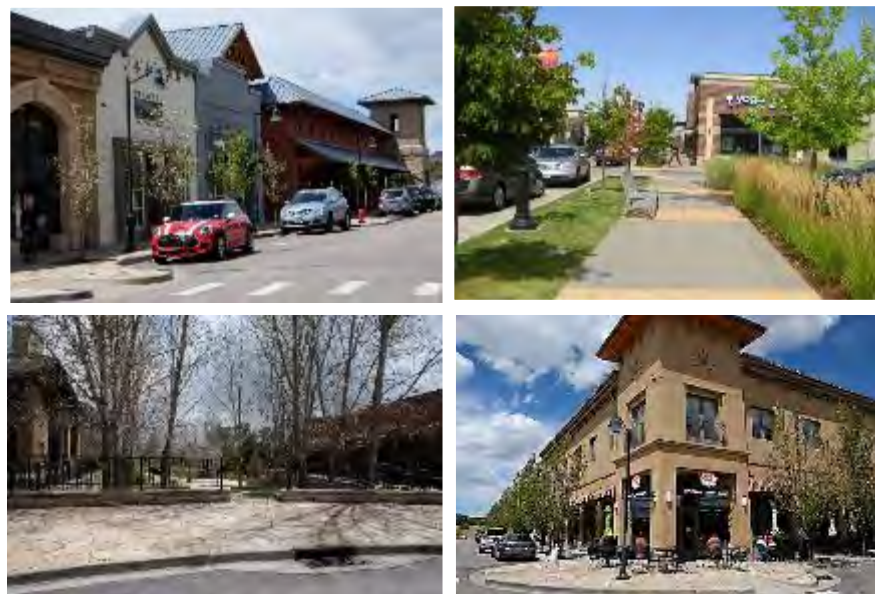


Figure 7 - Examples of local architectural and urban design with public spaces

Public Realm

Community members emphasized a public realm that is activated, and has a well-connected road and pedestrian network. The public realm will be activated to:

- Be pedestrian-friendly and will connect neighborhoods to parks, open space, trail systems and commercial developments.
- Promote biking and pedestrian walkability as well as exhibit a safe environment for residents.
- Public spaces will be enhanced with landscaping that is continuous through commercial developments and to the greatest extent possible, large trees will be preserved.

Desired Neighborhood Amenities

Retail and Commercial Services

Desired neighborhood community amenities based on community input includes:

- Restaurants, a fresh food market, a grocery store, a gas station, bank, pharmacy, coffee shop, and retail shops that are locally-owned and operated, as well as “quick-trip” type of commercial services for convenient shopping opportunities.
- Office space should focus on community services such as professional and medical uses.

Open Space and Park Characteristics

Access to Open Space

Community participants expressed the desire for natural features to be maintained. This will be accomplished through:

- The preservation of open space along Oak Gulch
- Building trails and future parks in the Anthology North development for family recreation and outdoor activities.
- Viewsheds should be preserved to the greatest extent possible for residents to enjoy.
- Access to open space, trails and recreation should be integrated throughout commercial and mixed use areas. See figure 8 for examples of local neighborhood amenities.



Figure 8 - Examples of local neighborhood amenities and access to open space

VISION FOR A COMMUNITY CENTER

The Chambers and Hess area will be a distinct mixed-use Community Center that is walkable, bikeable and provides a vibrant ‘Town Center’ experience while also serving the commercial needs of the traveling public. The Plan area will serve as an identifiable gateway with a strong sense of place and an energized public realm. The Plan area will be centered around diverse commercial and retail services focusing more intense uses adjacent to Hess Road and Chambers Road. Commercial uses will transition to mixed-use and residential uses using enhanced buffers and other design techniques allowing for connectivity between uses while mitigating potential negative impacts of commercial uses. Oak Gulch will be preserved as open space and a regional trail corridor. Neighborhoods, commercial areas and amenities will be connected and integrated through trails, gathering places and open spaces creating an essential outdoor recreation experience for all residents.

The *Vision* for this Plan was based on the Community Center character area from the Master Plan and community input. The *Guiding Principles* and *Goals and Strategies* were developed based on the common themes identified from feedback from the Parker community, as well as the land use site analysis process and sound planning principles. Figure 9 shows a mixed-use neighborhood.

Guiding Principles

- 1. Commercial development will support a variety of retail and commercial services that include both serving the needs of the local neighborhoods and the greater community.**
- 2. Interconnect the pedestrian environment with a network of sidewalks, bikeways, and trails.**
- 3. Build upon the aesthetics and character of the existing neighborhoods and natural areas.**
- 4. Open space and parks will provide opportunities for recreation and outdoor activities.**
- 5. Public spaces will offer community gathering areas, outdoor dining and an enhanced public realm.**



Figure 9 - Example of a neighborhood mixed-use walkable community in Lone Tree, Colorado.

LAND USE FRAMEWORK

Goals and strategies from the Master Plan were used to promote a unified vision for this Plan and to build a land use framework. The Master Plan emphasizes the Town's vision as a full service community that requires a broad range of services and housing opportunities; and further expresses the need for neighborhoods to preserve and protect the quality of life, and to preserve and protect important open space. The land use framework for this Plan further synthesizes the community's vision and values as a small town identity.

Goals and Strategies

1. LAND USE: Growth shall be appropriately directed and site-planned to sustain our community's needs as we grow.

- a. Encourage transitions between different land uses and intensities.
- b. Sensitively integrate the built environment with the natural environment in order to protect the native landscape and topographical features naturally occurring throughout our community.
- c. Encourage land uses that create a sense of community among those who work, live and play within appropriate neighborhoods.

2. COMMUNITY APPEARANCE AND DESIGN: Our community's streets and walkways will be planned, built and maintained as safe and attractive public spaces.

- a. Develop streetscape plans for highly visible, major streets that address safety, trees and landscaping, lighting, pedestrian amenities, sidewalks, crosswalks and medians.
- b. Enhance and accentuate Town entryways at key entry points to Parker.

3. Commercial buildings shall give special attention to building massing, form and design to create a series of unique places that contribute to the overall character of Parker as a distinctive community.

- a. Use architecture, building design, public spaces and massing to create unique and attractive commercial destinations that are easily accessible by all modes of travel, especially walking and bicycling, therefore creating attractive, economically vibrant/sustainable places.

4. HOUSING AND NEIGHBORHOODS: Preserve and protect the quality of life within existing residential neighborhoods.

- a. Ensure that the development demonstrates compatibility with, and sensitivity to, existing neighborhood characteristics in terms of housing, quality, density, building height, placement, scale and architectural character.

5. JOBS AND ECONOMIC VITALITY: Encourage quality retail and services that contribute to the sales and property tax base so that needed infrastructure, physical amenities and services are provided.

- a. Continue to support the small, local businesses that contribute to our hometown feel.



Existing Conditions

EXISTING CONDITIONS

An analysis of existing conditions was completed for the study area. The existing conditions research focused on an assessment of demographics and housing trends, existing commercial development and market conditions, topography, land use and zoning, transportation, and community service. These indicators served as the basis to evaluate the viability of commercial development in the study area.

Area of Influence

A geographical boundary was utilized to serve as a basis for data collection. This boundary is referenced as the “area of influence” which is defined by a two-mile radius surrounding the intersection of Chambers and Hess Roads, extending past Parker’s municipal boundary, and includes a small portion of land located in unincorporated Douglas County. This same area of influence boundary was used for the Marketing Study analysis to evaluate a trade area for future retail development in the study area. Figure 10 shows a map of the “Area of Influence.”

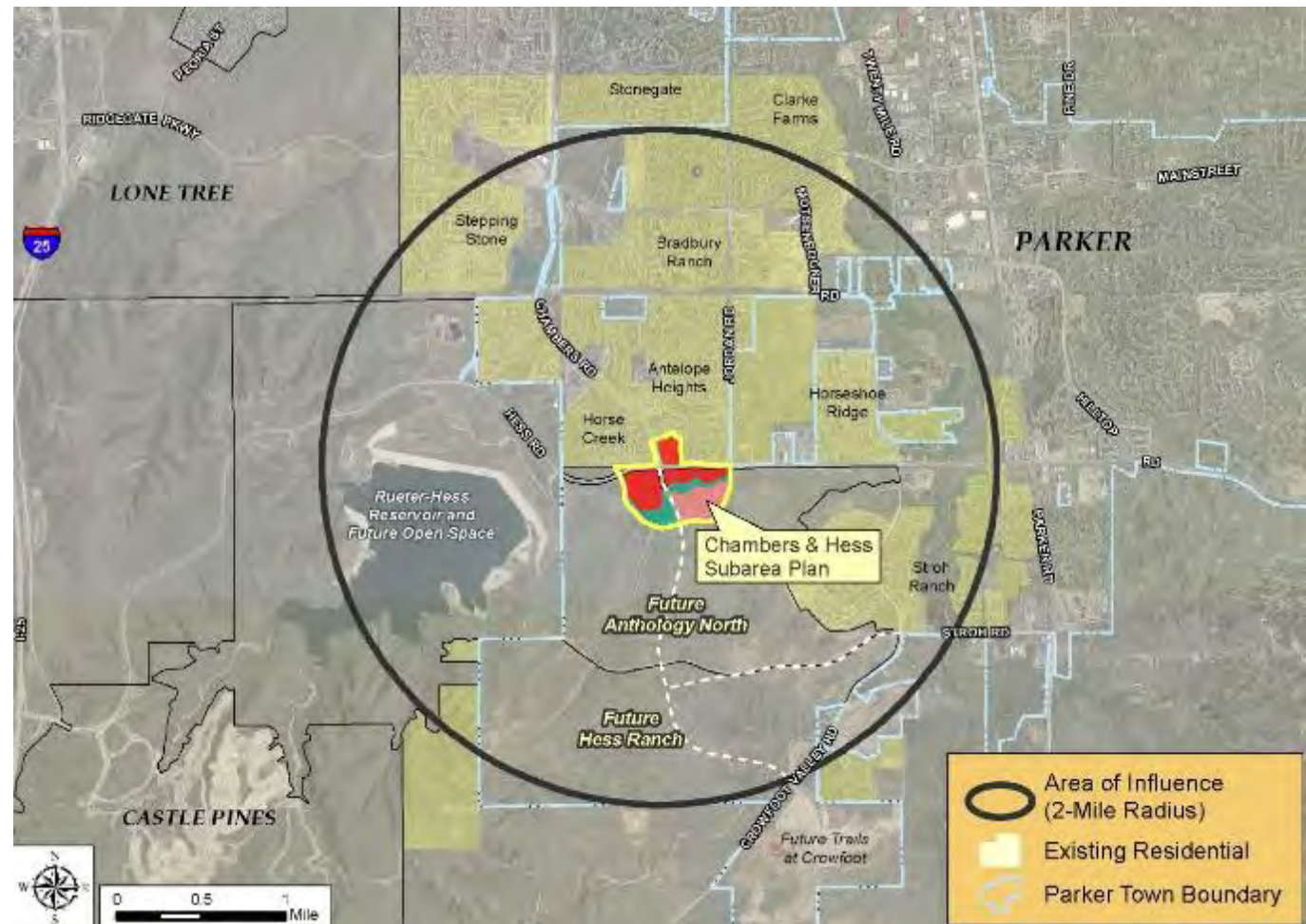


Figure 10 - Area of Influence showing a two-mile radius.

Demographics and Housing Trends

To analyze demographics for this Plan, data from a variety of sources including the U.S. Census, American Community Survey, and the Colorado State Demography Office were utilized. The Town's building permit data was also examined as an indicator to determine general housing trends.

Population

In 2018, the State of Colorado reported a total population of 55,764 for the Town of Parker, with 18,847 households. The area of influence population was 18,926 with 6,145 households, representing approximately 33 percent of the total population in the Town. The average growth rate for the Town, between the years 2010 to 2018 was approximately 2.2 percent per year, while the growth rate for the study area between this same time period was an average of 4.1 percent (see figure 11).

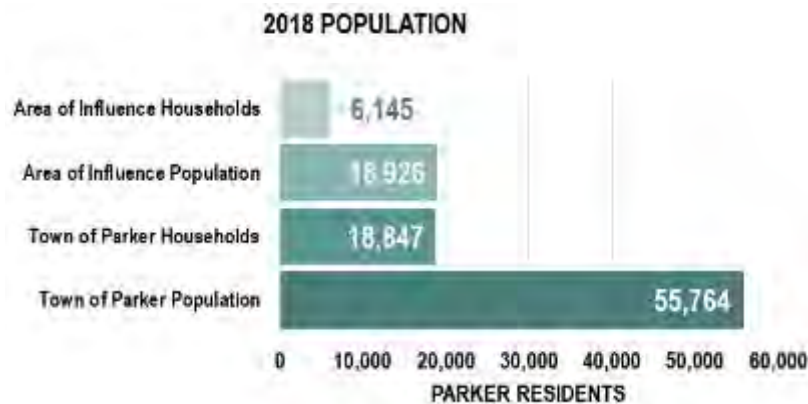


Figure 11 - 2018 population for Parker and the area of influence.

Income

The 2018 average household income and per capita income indicators were found to be slightly higher in the area of influence as compared to the total population in Parker. The average household income for the area of influence was \$130,235 and the per capita income was \$43,526 in 2018. The total population in Parker had an average household income of \$118,579 with a per capita income of \$41,583 in the year 2018 (see figure 12).



Figure 12 - 2018 income for Parker and the area of influence.

Housing Trends

Since the year 2000, housing in the Town of Parker has grown by 11,117 built housing units equating to an average of 600 units per year which is an annual growth rate of 4.8 percent. The majority of this growth is in owner-occupied housing units, which have increased by about 400 units per year or at an annual growth rate of 3.9 percent. Renter occupied units have increased by about 200 units per year or an annual growth rate of 10.2 percent.

Existing housing located in the area of influence consists of about 32 percent of Parker's housing inventory with 6,330 units. Since 2000, the housing supply in the area of influence has increased by about 250 units per year or an annual growth rate of 7.4 percent. Of this increase in housing, most of the units have been owner occupied with about 200 units per year or an annual growth rate of 6.8 percent. Renter occupied units have increased by about 40 units per year or an annual growth rate of 15.2 percent.

Primary residential growth in the area of influence, since 2000, has been in the Meridian (Stepping Stone) Planned Development which is located in unincorporated Douglas County; the Parker Homestead (Heirloom) community in the Olde Town Planned Development, and in the subdivisions of Horseshoe Ridge, Antelope Heights, Regency and Anthology (a separate development from the Anthology North planned development) see figure 13.

Buildout Forecast

The areas surrounding the project study area are largely built out north of Hess Road and largely undeveloped south of Hess Road. The area of influence has 7,025 existing housing units built with an additional 6,684 housing units planned, totaling approximately 13,709 at full buildout (of the current approved zoning) to occur between the years 2038 and 2042 (see figure 14).



Figure 13 - Antelope Heights neighborhood looking towards the Anthology North property.

Buildout Forecast for Area of Influence	Total Units
Existing Housing Units	7,025
New Planned Housing Units	6,684
Full Buildout (Years 2038 to 2042)	13,709

Figure 14 – Buildout forecast for housing. Note - the Existing Housing Units number above includes single-family detached, attached, multi-family and units that are platted and not yet built. Source: Economic & Planning Systems, Inc.

Existing Commercial Development

Parker has a number of large commercial service and retail areas that provide important services and supplies to residents and visitors. The majority of these commercial/retail developments are located in Parker's Neighborhood and Community Centers and in the Central Commercial core area of Town, as designated by the Master Plan. Additionally, there are three existing commercial retail centers located to the north and east of the study area (outside of the Central Commercial core) which may influence the viability of future commercial development in the study area. Each development is discussed in more detail. Figure 15 shows a map of these developments.

Greater Downtown District – Central Commercial Area

The Greater Downtown District Commercial Center is located in the vicinity of Twenty-Mile Road and Parker Road and contains a number of Parker's major retailers that span across approximately 142.3 acres. This area is located in the Master Plan Central Commercial character area. Shopping centers within the Greater Downtown District include:

- **Flatacres Market Place Shopping Center** - located at the southeast corner of Parker Road and Twenty Mile Road
- **Parker Hilltop Town Square Shopping Center** - located at the northeast corner of Parker Road and Twenty Mile Road
- **Parker Square Shopping Center** - located at the southeast corner of Parker Road and Twenty Mile Road
- **Pavilions Shopping Center** - located at the northwest corner of Parker Road and Twenty Mile Road
- **Parker Valley Shopping Center** - located at the northwest corner of Dransfeldt and Twenty Mile Road.

Parker Road and Hess Road Neighborhood Center

This Neighborhood Center is located at the intersection of Hess Road and Parker Road and contains the recently built Pine Bluffs Plaza. This development has a total of 92,000 square feet of commercial space which is partially built out. Shopping centers within this area include:

- **Pine Bluffs Plaza** - located at the northeast corner of Parker Road and Hess Road
- **Country Meadows Square** - located at the northwest corner of Parker Road and Hess Road
- **Robinson Ranch Commercial** - located at the southeast corner of Parker Road and Hess Road
- **Southwest Corner** - is currently undeveloped with the potential of future commercial development.

Stroh Road and Parker Road Community Center

The Stroh and Parker Road Community Center is located at the intersection of Stroh Road and Parker Road, at the southern gateway into the Town. This Commercial Center is partially built out and contains 189,000 square feet of commercial development. Shopping centers are:

- **Stroh Ranch Commercial** - located at the northwest corner of Stroh Road and Parker Road
- **Reata Ridge** - located at the northeast corner of Stroh Road and Parker Road
- **Parker Pointe** - located at the southeast corner of Stroh Road and Parker Road
- **Reata West** - located at the southwest corner of Stroh Road and Parker Road.

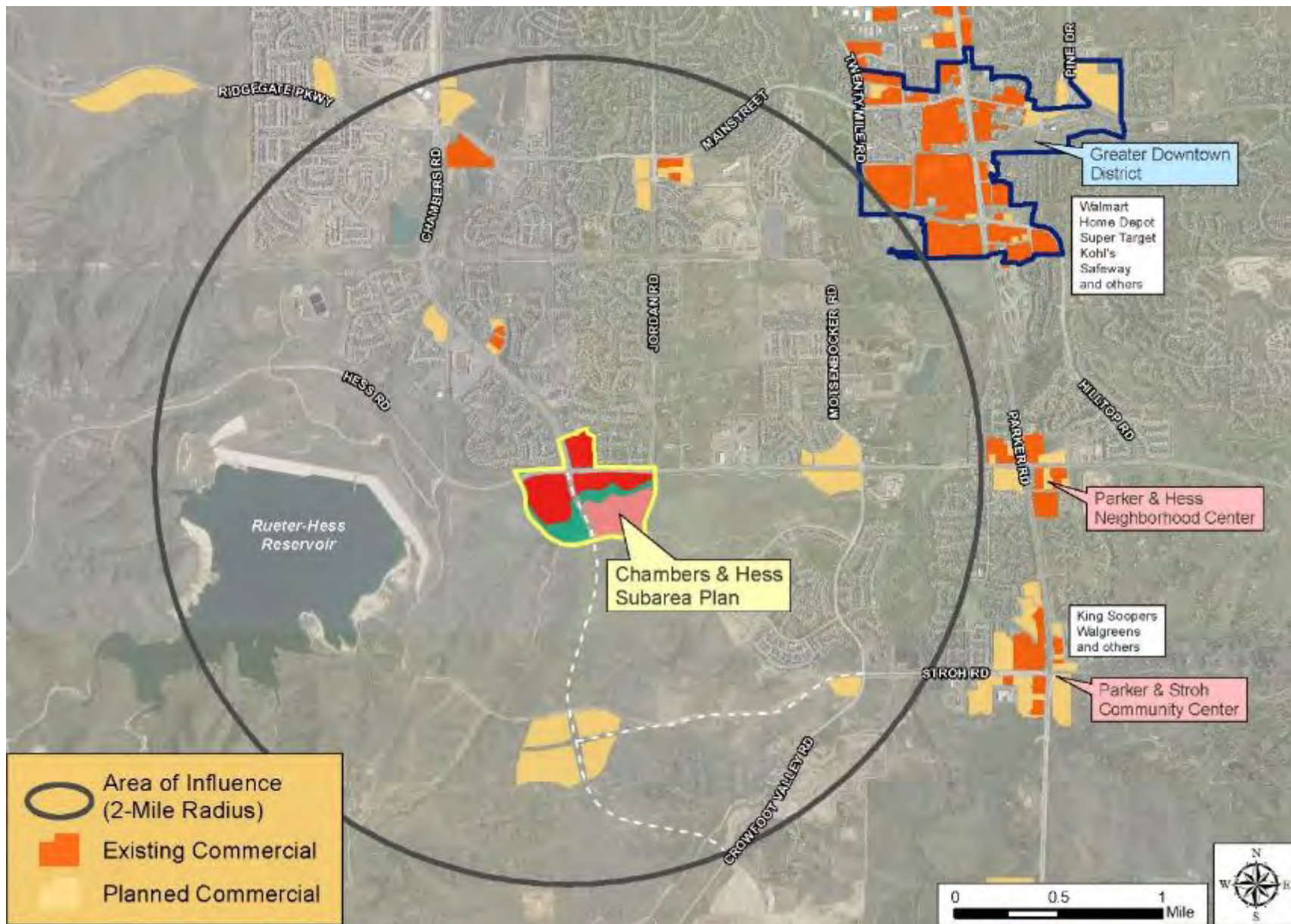


Figure 15 - Existing commercial developments located near the study area.

Market Conditions

To identify the commercial development potential for the study area, the project team consulted with Economic & Planning Systems, Inc. (EPS) to complete a Market Study. Based on demographics, forecasted growth, and future supply of competitive space, specific commercial land uses were identified to have a maximum development potential for the study area.

The process for developing the Market Study involved establishing a trade area to analyze future retail development for the planning areas in the study area. A trade area is defined as the area from which retail stores can be expected to derive the majority of its sales. The trade area boundaries extend almost to Parker Road on the east, Mainstreet on the north, and to Crowfoot Valley Road on the south.

As identified in the Master Plan, the study area has been identified as a Community Center node with the potential to serve several local neighborhoods with commercial retail services. Considering these factors, the Market Study determined several key findings and conclusions for the development potential for the study area.

Development Potential for the Study Area

The study area is estimated to potentially support up to 350,000 square feet of commercial space anchored by one or more grocery stores based on forecasted growth and existing and future competitors. The population in the study area at full buildout, along with the retail demand analysis estimates a demand for:

- *123,000 square feet of supermarket/grocery store space*
- *157,000 square feet of other retail space; and*
- *70,000 square feet of office and service uses*
- *The forecasted demand for up to 350,000 square feet of commercial development is estimated to require approximately 45 to 47 acres based on conservative density calculations.*

The ability to capture this amount of space would be diminished if the four additional Neighborhood Centers planned for future development near the study area are also developed for similar uses. The study area would need to attract a full-line supermarket or other food store anchor with additional complementary commercial uses likely to co-locate in the area to reach a maximum development potential as a Community Center node. There is a low probability of attracting a supercenter such as Walmart or Target to this location given the proximity of their existing stores and their larger trade areas that are typically three miles or greater. Whole Foods, Trader Joe's, Alfalfa's, Lucky's Market, and Tony's Market may be candidates for the Parker market in the near future, however, because they are specialized markets, these stores are likely to seek more urban locations with larger trade area accessibility.

Other Commercial Developments

Two additional future commercial developments to be located within a five-mile distance to the study area may impact commercial viability. These include future commercial developments located at the intersection of Chambers Road and Mainstreet, and the RidgeGate East development in the neighboring City of Lone Tree.

Topography

The topography in the study area located south of Hess Road has remained in its natural state and is described as open range land having rolling terrain, steep slopes in some areas, and includes the Oak Gulch floodplain. The topography varies on the site with contour elevations that rise to 20 feet in height in some areas, and then downward slopes that drain into the Oak Gulch tributary. The topography of the study area is further detailed in the Land Use Analysis section of this Plan (see figure 16 - map showing topography).

Floodplain

Oak Gulch spans approximately 1.8 miles and runs east-west through a large portion of the study area. Oak Gulch is located on the west side of Cherry Creek. Floodplain exists along Oak Gulch, categorized as FEMA Zone-A and Zone X floodplain. Areas that contain Zone A floodplain, are subject to a one (1) percent annual chance of a flood event. The majority of the study area is located within the Zone X floodplain, which is described as an “Area of Minimal Flood Hazard”. Zone A floodplain areas will be preserved by the Anthology North PD as open space.

Wildlife and Vegetation

The study area has a variety of vegetation, wildlife species, and natural resources that contribute to the local wildlife habitat. The Master Plan states that the Town's natural environment is biologically diverse with riparian areas, shrub-covered hillsides, and natural grasslands. The USGS GAP/Land Fire National Terrestrial Ecosystems 2011 interactive map shows that the study area lies within the High Plains Ecoregion and contains shrub and herb vegetation, Grama-buffalo grass and small patches of tree groves.

Similar to other communities across the front range of Colorado, the study area has the potential for a variety of wildlife such as small to mid-sized mammals, song birds and raptors.

There is also the possibility of big game species such as elk, deer, bears, coyotes and mountain lions. Also present are reptiles, amphibians, and prairie dog colonies. Burrowing animals include burrowing owls, badgers, and foxes (see figure 17 for a map of wildlife habitat and vegetation).



Deer and coyotes are commonly found throughout Parker. Photo Credit: Town of Parker Police Department and Communications Department.



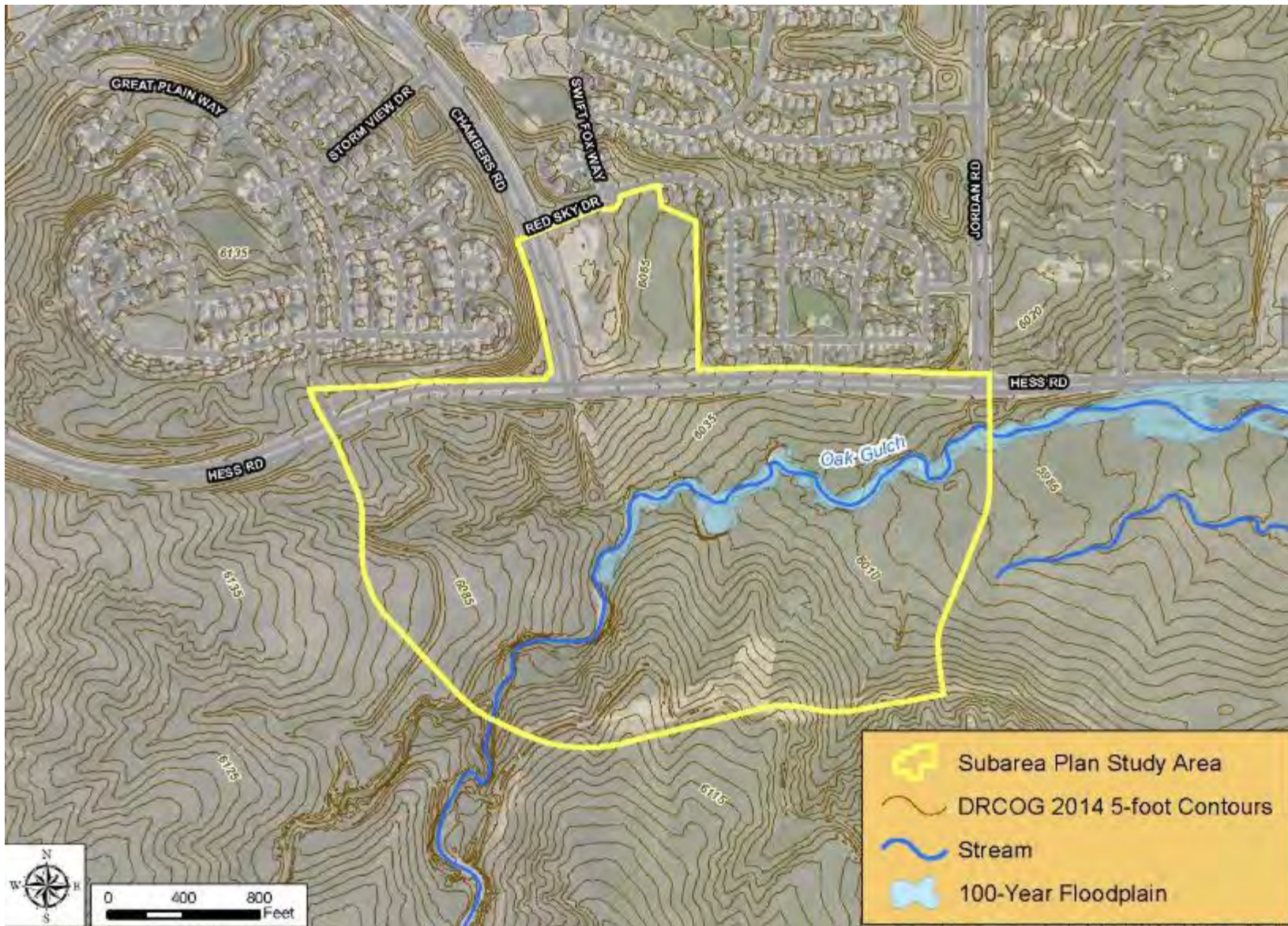


Figure 16 - Topography and 100-Year Floodplain in the study area.

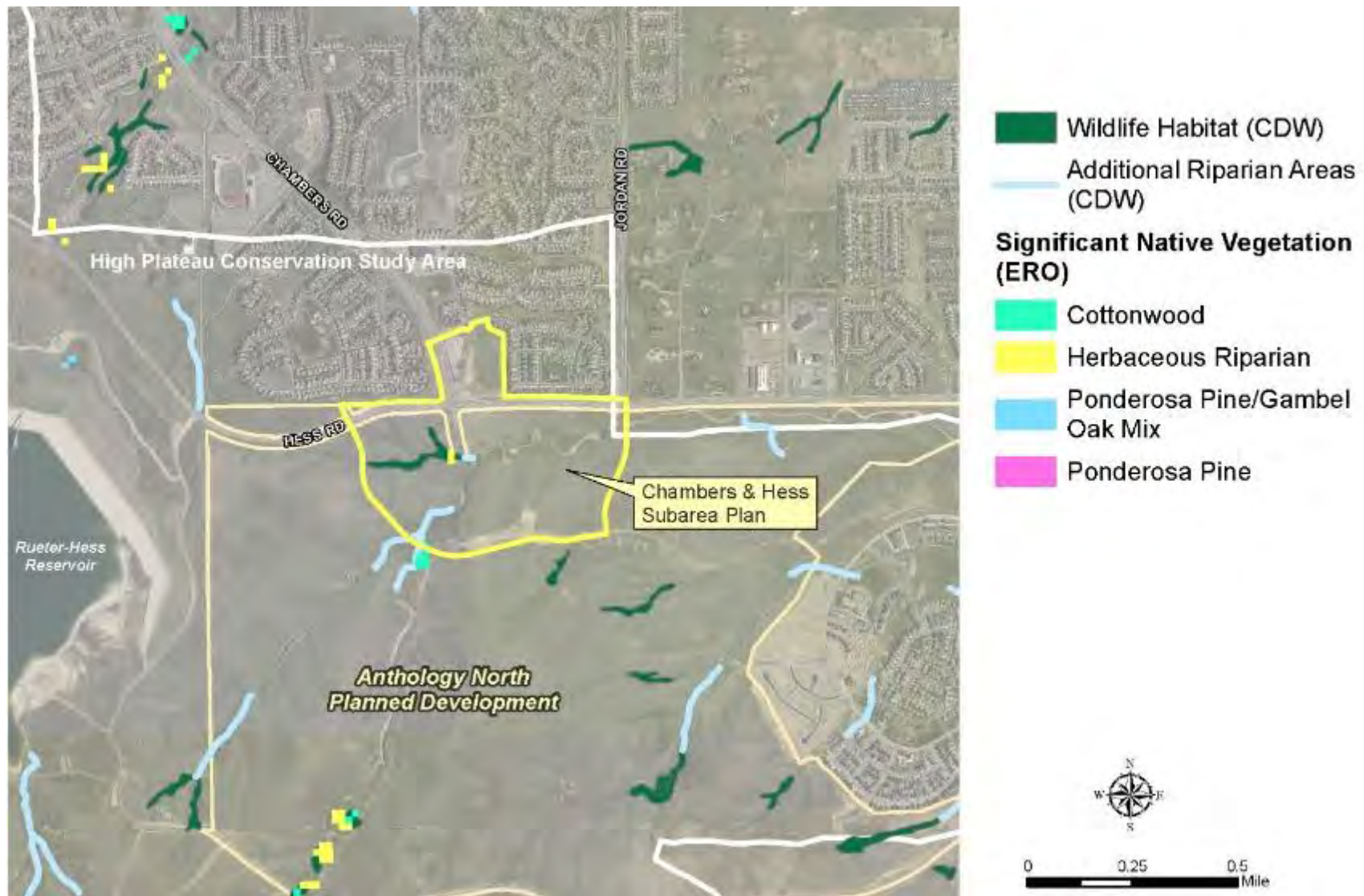


Figure 17 - Wildlife habitat and vegetation in the study area. Source: Wildlife habitat data from Colorado Department of Wildlife.

Land Use Context

General existing land uses prevalent throughout the area north of Hess Road include residential, small parks and open space areas, and pockets of large-lot residential. The majority of land south of Hess Road is undeveloped and is planned for future residential and commercial development. Existing land uses are further detailed in this section.

Existing Residential Development

Surrounding neighborhoods located within a two-mile radius around the study area are composed of residential housing developments. There are approximately 16 residential planned developments (zoned planned development) which contain 6,671 single-family detached units, 269 single-family attached, and 74 multi-family housing units, totaling 7,014 housing units in the area. Of these, approximately 725 housing units are located in unincorporated Douglas County.

Planned Development Zoning

The study area has a zoning designation of Planned Development (PD), which differs from conventional zoning. With PD zoning, planning areas have been established with commercial and mixed-use permitted uses. There are two separate PDs - the Douglas 234 Planned Development to the north, and the Anthology North Planned Development to the south. Each PD has a development plan with development standards, permitted uses, and general bulk standards that were originally established at the time of annexation into the Town of Parker, (over twenty-years ago), and amended through the rezoning process over time. A breakdown of permitted uses within each PD is as follows (see table 1):

Table 1 – Planned Development Zoning and Permitted Uses

Planning Area (PA)	Future Land Use & Zoning	Gross Acres
Anthology North Planned Development		
PA-15	Mixed Use (429 Residential Units)	36.25
PA-16	Commercial	7.32
PA-17	Commercial	9.57
PA-18	Commercial	28.82
Open Space	Open Space/Detention	28.82
Total Acreage		110.78
Douglas 234 Planned Development		
Commercial	Commercial	14.0
Total Acreage		14.0
Grand Total Acres		124.78

Anthology North Planned Development (PD)

The Anthology North property was annexed into Parker in 1984 as part of the Stroh Ranch PD. In 2003, the Stroh Ranch PD was combined with the Hess Ranch property and later became known as the SunMarke PD. In 2007, another major amendment was processed for SunMarke PD, which became known as Anthology PD. In 2014, the entire Anthology PD property was bifurcated into northern and southern halves. The northern half is now referred to as Anthology North PD, consisting of approximately 1,207.9 acres, with 3,305 future planned residential units; and the southern half is Hess Ranch PD (with the marketing name of Looking Glass/ Trails at Crowfoot). Hess Ranch PD is a 1,132-acre site with 2,489 homes planned in the near future.

Anthology North PD – Partial Waiver Conditions¹

In 2019, the Anthology North property owner (North Parker Investments, LLC) received a partial waiver from the Town of Parker, through Resolution 19-023 (Series of 2019), to defer the Town's subdivision Sketch and Preliminary Plan process for certain areas of the Anthology North property. The waiver provided provisions for the property owner to develop three (3) independent stand-alone segments, encompassing 1,154 acres of the property, to be deferred and developed in different phases. The property owner will submit one combined Sketch and Preliminary Plan for Segments 1, 2 and 3; along with a Park, Trails, Open Space and Recreation Master Plan (Parks Master Plan) as a condition of this partial waiver. The segment map for the Anthology North property is shown in figure 18.

Along with the Sketch and Preliminary Plan submittal, the partial waiver also requires the property owner to rezone one-third of developable land in the Anthology North Planning Area 15 from mixed-use to commercial uses only. The rezoning is required to be complete prior to the approval of the Sketch and Preliminary Plan. The remaining acreage of Anthology North Planning Area 15 will remain zoned for mixed-use. The property owner will incorporate a conceptual dendritic subdivision layout as part of the Sketch and Preliminary Plan for Segment 1; and will also submit a complete application for the property to be included into the Regional Transportation District (RTD).

Phased Development

Segments 1, 2, and 3 will be developed independently, and are detailed as follows:

Segment 1

Segment 1 has been broken down into sub-segments of 1A, 1B, and 1C, and will be developed based on market demand. Segments 1A and 1B are anticipated to be developed first and estimated to begin construction in 2021. Segment 1A is currently zoned for 502 residential units and a 32.5-acre park. Segment 1B is zoned for 476 residential units and adjacent open space; and Segment 1C is zoned for 554 residential units and is projected to start the entitlement/development process within one (1) to five (5) years, following the Town's approval of the first final plat.

Segment 2

Segment 2 contains the commercial and mixed-use parcels located within the study area, south of Hess Road. Anthology North Planning Area 15 is located within Segment 2 and is subject to the conditions of the partial waiver commercial rezoning requirement. As per the waiver, the property owner has the option to transfer a proportional residential yield of the dwelling units in Anthology North Planning Area 15 (approximately 143 residential units) that are unavailable due to commercial uses. Segment 2 also includes Anthology North Planning Areas 12, 14 through 18; and Anthology North Planning Area 14 is reserved for a future public school site.

Segment 3

Segment 3 includes Anthology North Planning Areas 19 through 33. The property owner estimates that approximately 1,121 residential units will be built in this segment with construction based on market demand.

¹ This section (and elsewhere in this Plan) generally describe the Partial Waiver Resolution (Resolution 19-023 (Series of 2019)). In the event of any conflict between what is described herein and the terms, conditions and requirements of the Partial Waiver Resolution, the Partial Waiver Resolution shall control.

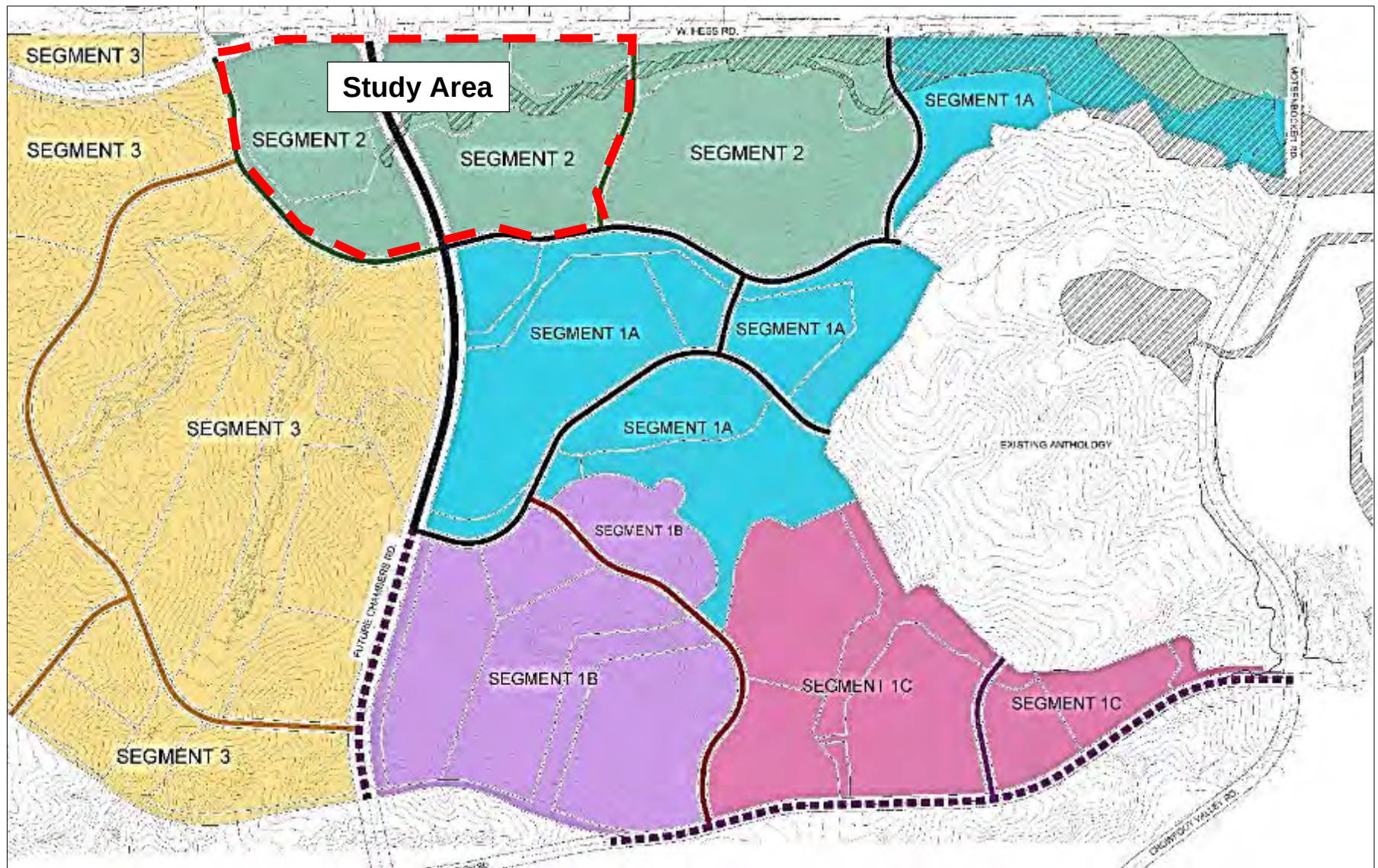


Figure 18 – Anthology North Segment Phasing Plan.

Douglas 234 PD

The Douglas 234 PD Commercial Planning Area has been included in the study area due to its proximity to this Community Center. The Douglas 234 PD was originally annexed and rezoned into the Town of Parker in 1988 as a 326-acre site. The property was then split into two separate PD zonings, the Douglas 234 PD, and the Antelope Heights PD, which was approved in 2002 for residential development.

Douglas 234 PD consists of existing residential development; with a 14-acre undeveloped parcel zoned for commercial uses located at the Chambers and Hess Road intersection. The property owners of the Douglas 234 commercial parcel have shown an interest in moving forward with platting the site for future commercial development (see figures 19 and 20).



Figure 19 – Douglas 234 commercially-zoned parcel; view looking north from the Chambers and Hess Road intersection.



Figure 20 – Douglas 234 Planned Development Plan - showing planned residential and commercial uses.

Transportation

Roadway Network

The Town of Parker has an extensive transportation network that interconnects regionally throughout Douglas County and into the Denver Metropolitan Area. Parker's existing roadway network contains collectors and arterial roadways. Chambers Road and Hess Road are major roadways in the study area that connect to the regional system at Interstate-25 (I-25), RidgeGate Parkway, E-470 Tollway, and Parker Road (CO 83), Great Plains Way, Jordan Road, Red Sky Drive, and Firefly Lane. These roads meet current Town service levels and experience heavy traffic volumes during peak hours.

Future Roadway Expansion

There are several planned roadways that will be built once Anthology North and Hess Ranch start development. Following the Town's approval of the first final plat within Anthology North PD's Segment 1A and 1B, the property owner will construct the following roadways (see figure 21 for a location map):

- **Extension of Chambers Road:** A portion of Chambers Road (starting at Hess Road) will be expanded to the northern boundary of the Anthology North Planning Area 40. When development of Anthology North and Hess Ranch is completed, Chambers Road will connect to Parker Road as Bayou Gulch. Half of the final six-lane configuration will be built with development, the second half will be graded, but will be constructed at a future date. See figure 20 showing the existing Chambers Road and Hess Road intersection.
- **Extension of Great Plain Way:** Great Plain Way will be extended south of Hess Road through the study area, bordering Anthology North Planning Area 18, intersecting with the new Chambers Road extension, and continuing east-west through the south portion of the study area.

- **Extension of Jordan Road:** The south end of Jordan Road currently intersects with Hess Road. Jordan Road will be extended south of Hess Road along the east boundary of the study area to the Great Plain Way extension.
- **Extension of Tammy Lane:** Tammy Lane will be extended from Hess Road south to Great Plain Way.
- **Bramwell Drive:** Bramwell Drive will be extended between Chambers Road and the eastern property boundary.
- **Collector:** A collector road connecting Great Plain Way and Bramwell Drive located between Anthology North Planning Areas 36 and 37 will be constructed.
- **Spirit Trail Boulevard:** Spirit Trail Boulevard from Bramwell Drive to Stroh Road will be constructed.



Figure 20 - Chambers & Hess Road Intersection. Anthology North property on the left.

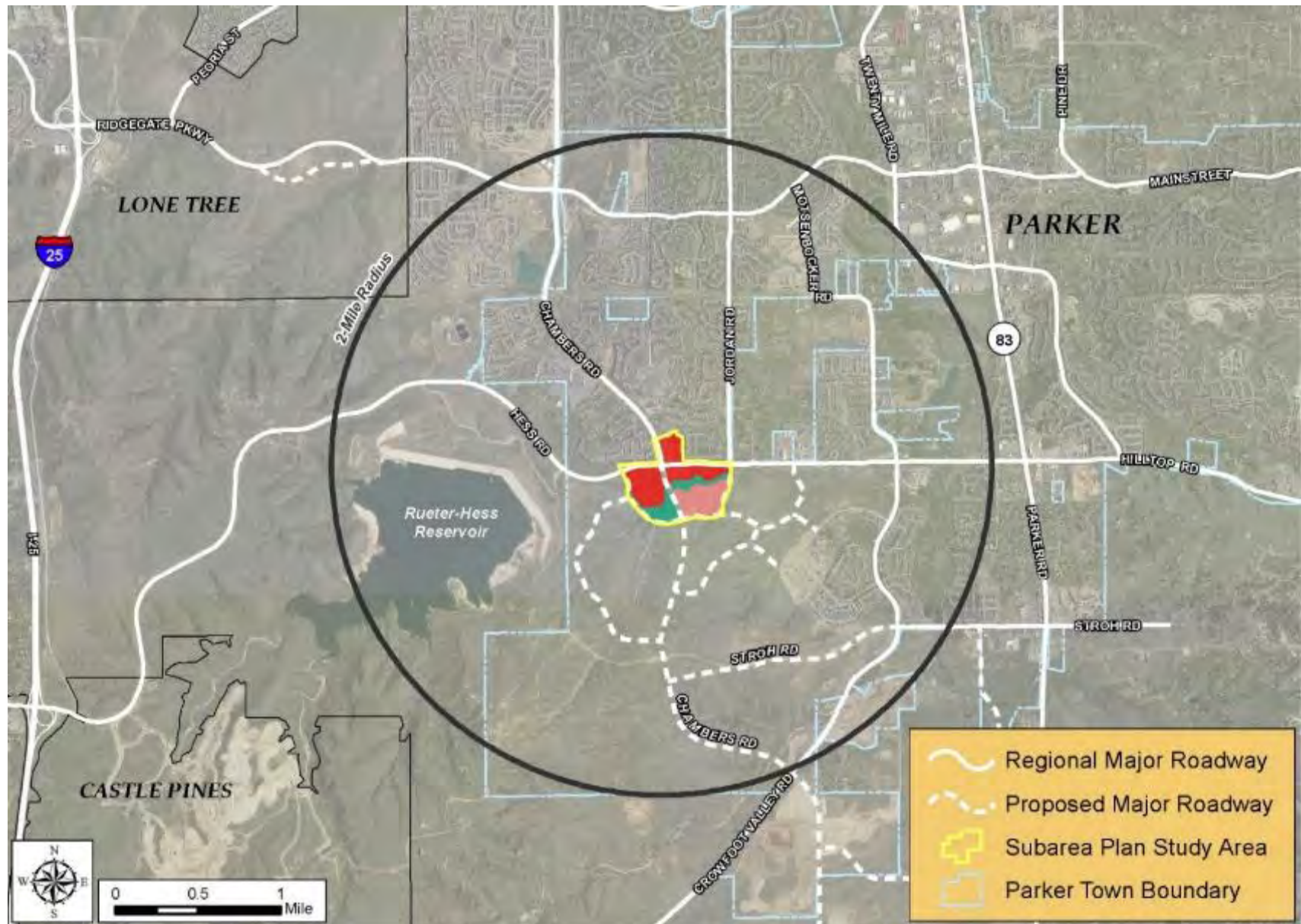


Figure 21 - Roadway network showing existing and proposed roadways near the study area.

Access and Connectivity

David Evans and Associates, Inc. (DEA) was contracted by the Town to complete a Traffic and Access Evaluation Study for this Plan. The purpose of the study was to evaluate the potential allowable access to and from the proposed land uses in the study area at the Hess and Chambers Road intersection. DEA study found that the parcels located within the study area have limited opportunities for direct access to Chambers Road and Hess Road. This is due to the physical constraints with the number and length of auxiliary lanes required to provide acceptable operations at existing and future signalized intersections. See figure 23 map showing potential access and connectivity.

Potential Access Locations

The DEA Traffic and Access Evaluation Study recommended potential site access driveways, allowable turn movements for future adjacent intersection auxiliary lanes and traffic control, access point locations, and associated acceleration/ deceleration lanes based on high-level land use estimates and trip generation forecasts used for the analysis. DEA recommended a more detailed, in-depth traffic study to be performed once specific land uses have been identified for the study area, and proposed adjacent roadway geometry has been determined. Each potential access point is further detailed:

- **Hess Road (between Great Plain Way & Chambers Road):** Along the south side of Hess Road, a right-in, right-out access may be acceptable between the Great Plain Way and Chambers Road intersections. The acceleration length would overlap with the deceleration area for the right turn lane to Chambers Road.
- **Hess Road (between Chambers Road, Firefly Lane, and Jordan Road):** No driveway access is recommended along the south side of Hess Road between Chambers Road, Firefly Lane, and Jordan Road traffic signals due to continuous acceleration/ deceleration lanes between the intersections. With 1,200 feet or less between intersections, adequate full-movement site access would be provided to the southeast corner via the traffic signals.

- **Extension of Chambers Road to the South:** The extension of Chambers Road will need to cross Oak Gulch about 800 feet south of Hess Road. With the planned six-lane cross-section of Chambers Road and the northbound double left turn lanes at the Hess Road intersection, the structure will need to accommodate a minimum of eight lanes.
- **Access to Douglas 234 Commercial Area:** Currently the site is bound to the north by Red Sky Drive and is accessed by a roundabout. Future potential access to the site includes a right-in/right out access point located on Hess Road between Chambers Road and Firefly Drive. The study did not recommend any additional access points into the site from Chambers Road. See figure 22 showing the Douglas 234 site.



Figure 22 - Douglas 234 commercial site located on the northeast corner of the intersection of Chambers Road and Hess Road. There is limited access into the site.



Figure 23 - Potential access locations in the study area. Source: David Evans & Associates.

Bike and Pedestrian Facilities

According to the Town's 2014 Transportation Master Plan, there are approximately 65 miles of trails for recreation and non-motorized transportation, and 8.4 miles of off-street bicycle lanes located town-wide. Most of the Town's streets have an existing sidewalk network.

The study area has existing sidewalks along Chambers Road and Hess Road, along with existing trails that meander easterly north of the study area. The Anthology North property has a series of proposed trails and bike lanes that will add to Parker's overall bicycle, sidewalk, and trail systems. A regional trail system is also proposed within Oak Gulch, which will connect to Rueter-Hess Reservoir open space to the west, and to Cherry Creek to the east. Bike lanes will be built on all arterials and collectors as well. See figure 24 - map of existing and proposed trails and bike lanes.



Figure 24 - Existing and proposed bike lanes and pedestrian trails near the study area.

RTD Transit and Bus Service

Transit services located west of the study area include the new RTD Southeast Rail Line Extension as shown in figure 25. RTD bus service is available to Parker residents in areas that fall within the RTD service district boundary. However, the portion of the study area located within the Anthology North PD is located outside of the RTD district service boundary. A request has been made by the Anthology North property owners, as a condition of the recent partial waiver, to include the property within the RTD District service boundary at a future time.

Parker has two (2) main bus routes that serve residents Townwide. These are Route 483 which connects Parker to Nine-Mile Station near I-225 and the Lincoln Station; and Route P, which is an express route that runs to the Civic Center Station in downtown Denver.

Parker also has two Park-N-Ride facilities located in Town. One is a Park-N-Ride facility located north of Mainstreet and Parker Road, and has a capacity of 173 parking spaces. The second is the Lincoln Road and Jordan Road Park-N-Ride, which offers 102 parking spaces for patrons.



Figure 25 - RTD Map of the Southeast Rail Line Extension. Parker is located east of the City of Lone Tree. This rail line provides a closer connection for Parker residents to access the light rail system.

Source: <https://www.rtd-denver.com/fastracks/e-f-line-extension/media>

Community Services

Community services are available to serve the study area and the surrounding neighborhoods. These existing services will be accessible to new developments within the study area as follows:

Town of Parker:

- *Police Service and Protection*
- *Circulation, Traffic Control and Street Lighting*
- *Transportation Facilities and Maintenance*
- *Municipal Court*
- *Surface Drainage and Flood Control (provided by the Town of Parker and the Mile High Flood District)*
- *Parks and Recreation*

Douglas County School District Public School Services
Douglas County Library District
Douglas County Human and Social Services
Cherry Creek South Metropolitan District No. 11

Public Utilities:

- *Parker Water and Sanitation District (PWSD)*
- *Intermountain Rural Electric Association (IREA)*
- *Xcel Energy*
- *Comcast*
- *Centurylink*

Utilities

Utility services in the Town of Parker are provided and maintained by private entities and special districts that are not under the control of the Town. The existing utility systems that serve the surrounding neighborhoods within the vicinity of the project study area include potable water, electricity and natural gas service, stormwater control, and solid waste disposal services. These services serve the local

demand of residents in the area and are provided by Xcel Energy, IREA, and PWSD. With the projected future residential and commercial development in the study area, expansion of utility services will be needed to accommodate projected growth.

Water and Sanitary Sewer

The study area currently does not contain water infrastructure for potable water services. However, water and sanitary sewer service will be available through Parker Water and Sanitation District (PWSD). PWSD sources water from the Dawson, Denver, Arapahoe and Laramie-Fox Hills underground aquifers, and from Reuter-Hess Reservoir. Reuter-Hess Reservoir is primarily supplied by surface water from Cherry Creek, Newlin Gulch, and return flows from nearby water districts. The reservoir is primarily used for drinking water storage to supply current and future development in Parker, Lone Tree, Castle Rock, Castle Pines, and other local jurisdictions. Sanitary sewer services are provided by a collection network that connects to the PWSD interceptor systems. This system delivers raw sewage to PWSDs north and south wastewater treatment plants.

Stormwater

The Town's Stormwater Division, through the Public Works department's Stormwater Utility Enterprise Fund, maintains and operates public drainage infrastructure for the Town of Parker. Parker is also located within the Mile High Flood District boundary, (formerly known as the Urban Drainage and Flood Control District), and through funding by property taxes also provides additional maintenance services to include annual maintenance of regional stormwater facilities. The study area contains existing stormwater infrastructure that serves the surrounding existing residential developments and was designed with capacity to serve the Douglas 234 commercial site. The Anthology North site does not have stormwater infrastructure.



Land Use Analysis

LAND USE ANALYSIS

Methodology

A high-level land use analysis was completed by the project team to identify specific opportunities and constraints of the study area, and to identify areas that may be barriers to viable commercial development. The analysis describes the site characteristics, topographic features, access and circulation, and the viability of commercial development of each Anthology North and Douglas 234 Planning Areas in the study area. The findings of the land use analysis are based on the following:

- **Site Visits:** The project team conducted two site visits to the Anthology North site with the property owner. See figure 26 photo of the site visit to the northern portion of the Anthology North property.
- **Site Assessment and Traffic Analysis:** The site assessment was conducted by the Town's Public Works/Engineering Department to assess the possible constraints based on topography and drainage. The department also contracted the services of a traffic engineering firm to complete an abbreviated traffic analysis for the study area to determine land use and trip generation estimates and potential access locations.
- **Market Study:** The Town's Economic Development Department contracted the services of an economic and financial consulting firm to complete a market study to determine the viability of commercial development for each Anthology North and Douglas 234 Planning Areas located within the study area.

- **Land Use Conceptual Plan Alternatives and Yield Study:** The Community Development Department contracted services with an outside planning consultant to complete land use conceptual plan bubble diagrams and a yield study for the Anthology North Planning Areas 16 and 17 which are the most challenged parcels in the study area due to site shape, access and topography.
- **Community Engagement Activities:** Results of the Community Survey, Town Council and Planning Commission input and direction from working sessions with the Technical Advisory Committee (TAC) were used to inform the land use analysis.
- **Constraints and Opportunities Analysis:** The land use assessment also included an analysis of specific constraints and opportunities for future commercial development for the study area.



Figure 26 - Anthology North property southeast view of the study area.

Douglas 234 PD – Commercial Planning Area

Site Characteristics			
Acres	Location	Surrounding Land Uses	Access
14 gross acres of undeveloped land	Northeast corner of Chambers Road and Hess Road	North & East: Single-family housing with a buffer on the east which is owned and maintained by Horse Creek HOA. South & West: Arterial roadways	North: Red Sky Drive West: No Access South: Hess Road East: No Access



Topographic Features

The Douglas 234 Planning Area has an elevation starting at 6,055 feet as the lowest point, with elevations that rise near the center of the site into a moderate ridge with an overall height of 6,086 feet. The site slopes to the east into a buffer between the adjacent subdivision. This buffer is owned and maintained by the Horse

Creek HOA, and will need to remain in place as the site begins future development.

Access and Connectivity

Access proposed for the site is a full movement access from the roundabout on Red Sky Drive, and a right in/right out access off of Hess Road, east of the Chambers and Hess Road intersection, although the acceleration lane length for the Hess Road right in/right out access would overlap with the deceleration area for the right turn lane to Chambers Road and the deceleration length would overlap with the acceleration lane from Firefly Lane. Further traffic analysis would be needed to determine whether this access point would be acceptable.

The traffic analysis did not recommend additional direct access into the site from Chambers Road, as there is not adequate distance for the acceleration and deceleration lanes needed for a right-in or right-in/right-out into the site. The existing intersection located at Chambers Road and Red Sky Drive, along the northern edge of the parcel currently provides full access to the site. This intersection may be restricted to a three-quarter (3/4) movement in the future if acceptable levels of service cannot be achieved.

Viability of Commercial Development

The Market Study findings concluded that the Douglas 234 Planning Area frontage along Chambers Road and Hess Road will be best suited for pad retail development.

The rear portion of the parcel may be suitable for a mixed-use development that includes higher density and specialized housing products such as senior-oriented housing if commercial demand does not materialize.

Anthology North PD – Commercial Planning Areas 16 and 17

Site Characteristics			
Acres	Location	Surrounding Land Uses	Access
Anthology North Planning Area 17			
9.5 gross acres of undeveloped land (zoned for Commercial Uses)	<u>Anthology North PD</u> North: Hess Road West: Future Chambers Road East: Anthology North Planning Area 16 South: Oak Gulch	North: Hess Road This portion is south of the Douglas 234 Commercial Parcel and Horse Creek Subdivision	Current access point at the intersection of Chambers Road and Hess Road

Anthology North Planning Area 16 is the most constrained with challenges related to proximity to floodplain. The highest point on the site is the northwest corner, which rises in elevation to 6,037 feet and generally slopes north to south at a slope of approximately ten (10) percent, with steeper slopes in areas. Areas near Oak Gulch will require channel improvements, which will require the banks of the gulch to be laid back, increasing the amount of property dedicated to the drainage way.

No development is permitted within the drainage way and associated 100-year floodplain areas per Town code. New development will likely require a stormwater detention pond on the property. A significant portion of the site may need to be dedicated to these improvements. Topography is very likely to require the use of retaining walls systems in order to level the site for development. It is likely that the grading of the site, including constructing access drives at reasonable grades from the adjacent public roadways will reduce the developable area on this property.

Access and Connectivity

Anthology North Planning Area 17: Along northbound Chambers Road south of Hess Road, a right-in only access may be allowed for the southeast corner parcel, requiring a deceleration lane extending over the future bridge over Oak Gulch. An additional right-in/right-out access may be allowable from Hess Road. Any full movement access points will need to be preserved through adjacent properties.

Topographic Features

Anthology North Planning Areas 16 and 17 are located on the south side of Hess Road, and are narrowly shaped in the east-west direction, with Oak Gulch traversing the southern portion of the site. The site contains hilly areas along the Hess Road frontage area, with downward slopes towards Oak Gulch which contains Zone-A floodplain.

Anthology North Planning Area 16: A full-movement access will be provided from a future traffic signal at Hess Road and Firefly Lane. This access will be used as the primary access to Anthology North Planning Areas 17 and 16, and will be connected to other proposed access points via a private access drive. If viable,



connecting Firefly Lane to the south across Oak Gulch to Great Plain Way will create needed additional connectivity for this site.

The south end of Jordan Road intersects with Hess Road and ends at Anthology North Planning Area 16. Jordan Road will be extended south of Hess Road to the east boundary of the study area. The extension will continue south until it intersects with the new Great Plain Way extension. No driveway access will be permitted from Jordan Road due to continuous acceleration/ deceleration lanes between the intersections. With less than 800 feet between intersections, adequate full-movement site access would be provided to the area via the traffic signal at Firefly Lane.

Viability of Commercial Development

The design of future commercial development in Anthology North Planning Areas 16 and 17 will need to address floodplain areas along Oak Gulch as well as the steep areas with hilly terrain. With these topographic constraints, future developable areas within these Planning Areas will be limited. The Market Study recommended drive-home types of commercial uses such as a convenience store/gas, restaurants and a bank.

Site Characteristics			
Acres	Location	Surrounding Land Uses	Access
Anthology North Planning Area 16			
7 gross acres of undeveloped land (zoned for Commercial Uses)	<u>Anthology North PD</u> North: Hess Road West: Anthology North: Planning Area 17 East: Future Jordan Road South: Oak Gulch	North: Hess Road This portion is south of Horse Creek subdivision	Currently no direct access to Anthology North Planning Area 16



Anthology North PD - Planning Area 15

Site Characteristics			
Acres	Location	Surrounding Land Uses	Access
Anthology North Planning Area 15			
15 acres of undeveloped land (Zoned for Mixed Use)	<u>Anthology North PD</u> Southwest portion of the study area North: Oak Gulch West: Future Chambers Road East: Future Jordan Road South: Future Great Plain Way	Undeveloped at this time	Currently no access



Topographic Features

Anthology North Planning Area 15 is composed of rolling hills with significant downward slopes from south to north. Oak Gulch borders the entire planning area to the north. There are contemplated improvements to Oak Gulch in this area that will be implemented over time. Future development on the site will likely require a stormwater detention pond on the property. Future grading of the site, including constructing access drives at reasonable grades from

the adjacent public roadways, will reduce the developable area on this property.

Access and Connectivity

Future access and connectivity through Anthology North Planning Area 15 will occur with the Chambers Road and Great Plain Way extension. The traffic analysis recommended that a right-in, right-out access point may be acceptable north of the Great Plain Way intersection on the future Chambers Road, just south of Oak Gulch. The associated acceleration lane would extend over the Oak Gulch bridge and the deceleration lane would overlap with the northbound acceleration area for the right turn lane from Great Plain Way. Future full movement access along the future Great Plain Way and Jordan Road collectors may be acceptable and will be determined through further development efforts. Internal access within Anthology North Planning Area 15 will be contemplated during the subdivision process. Another potential for access into this planning area is the possibility of a north-south bridge that would cross over Oak Gulch, connecting Anthology North Planning Area 15 to Anthology North Planning Area 16, and to the Firefly Lane and Hess Road traffic signal. Further traffic analysis will be required to determine the viability of this future connection.

Requirements of Town of Parker Partial Waiver

In 2019, the landowner received a partial waiver from the Town of Parker to defer the Town's subdivision Sketch and Preliminary Plan process for certain segments of the Anthology North property until those portions of the site are ready for development. As a condition of the partial waiver, the property owner is required to rezone one-third of developable land in Anthology North Planning Area 15 for commercial, with the remainder to continue to be zoned for mixed-use.

Viability for Commercial Development

The site may be more attractive for commercial uses that are destinations and less dependent on visibility and traffic counts.

Anthology North PD – Commercial Planning Area 18

Site Characteristics			
Acres	Location	Surrounding Land Uses	Access
Anthology North Planning Area 18			
29 gross acres of undeveloped land (zoned for Commercial Uses)	<u>Anthology North PD</u> North: Hess Road South: Oak Gulch and Open Space West: future Great Plain Way East: Future Chambers Road	Horse Creek subdivision to the north Site is currently undeveloped	Access at the Chambers and Hess Road intersection



Topography

The topography in Anthology North Planning Area 18 is comparable to other portions of the study area, containing similarly challenging slopes. The site encompasses a large hill (which fronts Hess Road) that rises 20 feet in height before sloping steeply down towards Oak Gulch. Oak Gulch is located south of the site and will remain open

space, providing a physical buffer between Anthology North Planning Area 18 and uses to the south. Extensive grading operations will be necessary to level the site for future development.

Access and Connectivity

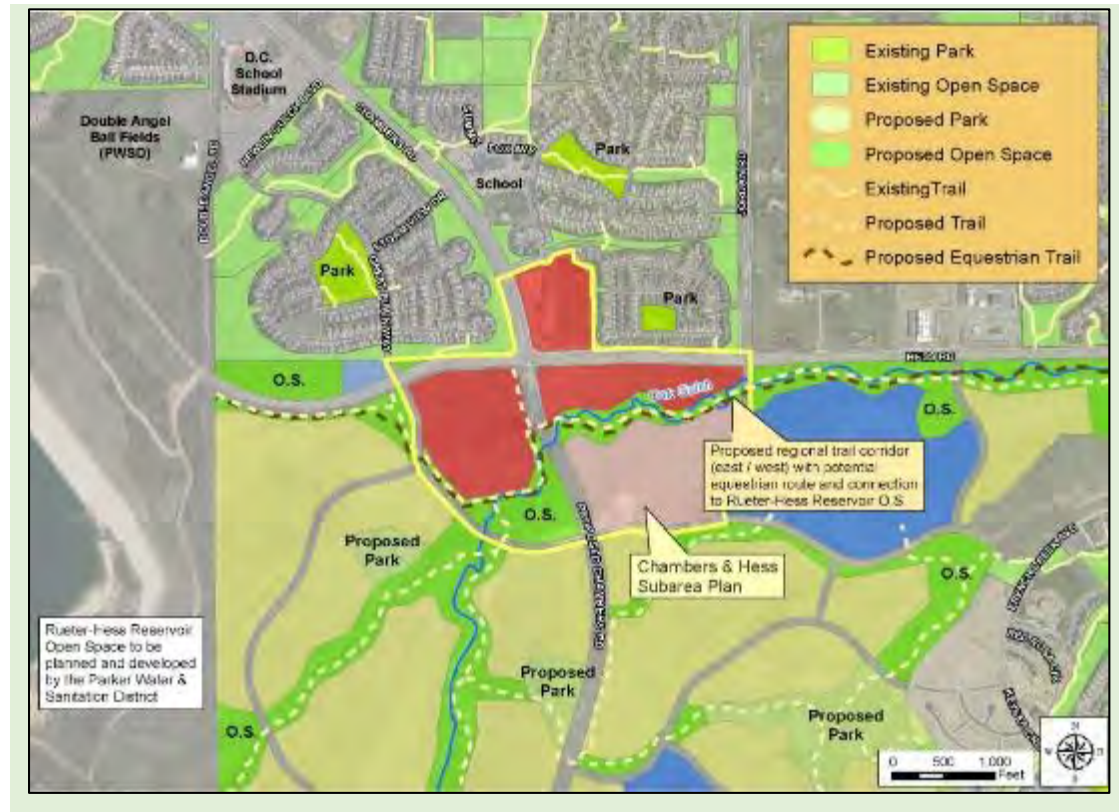
The Great Plain Way collector will be extended south of Hess Road with a signalized intersection at Chambers Road then continuing east-west through the south portion of the study area. It is anticipated that full movement access points will be acceptable along Great Plain Way, west of Chambers Road. Current criteria will allow full movement non-signalized intersection spacing along the collector roadways at 1,050 feet, and spacing for commercial driveways will be a minimum of 200 feet. The DEA Traffic and Access Evaluation Study recommended a right-in/right-out access along the south side of Hess Road, between Great Plain Way and the Chambers Road intersections. The acceleration length will overlap with the deceleration area for the right turn lane to Chambers Road. South of Oak Gulch on the west side of Chambers Road, a right-in only access may be allowable and would require a deceleration lane extending over the future structure over Oak Gulch. A right-in, right-out access may be acceptable from Chambers Road, however, the deceleration lane would overlap with the southbound acceleration area for the right turn lane from Hess Road. The right-out movement from this access would require an acceleration lane extending over the future structure over Oak Gulch. Internal access within this planning area will be contemplated during the subdivision process.

Viability for Commercial Development

The market study identified this Planning Area as the most viable site within the study area for commercial development, with the potential to support a future grocery anchored center with additional smaller-scale retail development along the arterial frontages.

Anthology North PD - Open Space and Parks

Site Characteristics			
Acres	Location	Surrounding Land Uses	Access
Anthology North Open Space and Parks			
34 gross acres of delineated open space land	Open space traverses the study area along Oak Gulch, and south of Anthology North Planning Area 18	Open space will be surrounded by future commercial, mixed use, and residential development. Reuter-Hess Reservoir located west of the site	Currently no direct access



Topography

The topography of the Anthology North open space areas varies with sloped hilly areas and gulches. The area contains moderate wildlife habitat, natural vegetation, tree groves, and floodplain from

Oak Gulch. Reuter Hess Reservoir is located west of the study area, and though not adjacent to the study area, will be connected via trails and sidewalks.

Open Space

Major linear open space areas that reflect the existing drainage way have been distributed throughout Anthology North. These open space areas will be preserved and maintained in their natural state to the greatest extent possible while still providing passive recreational opportunities for community residents.

Oak Gulch Regional Trail

A regional multi-use trail will be located along Oak Gulch connecting from the Cherry Creek Regional Trail on the east to the Reuter-Hess Reservoir property on the west. Construction of this trail will be the responsibility of the developer. All trail crossings of major roadways will be grade-separated under crossings including Tammy Lane, and the Jordan Road extension, Chambers Road and Great Plain Way. In addition, a trailhead is proposed near the trail undercrossing of Jordan Road.

Requirements of the Partial Waiver

The Anthology North PD partial waiver outlines requirements for how trails and open space corridors will be dedicated and constructed. The property owner will develop a "Parks, Open Space and Trails Plan" for the proposed open space and

park areas, and develop a plan of future connections that will interconnect existing trails in the area, create future trails, and preserve open space areas.

CONSTRAINTS AND OPPORTUNITIES

As a component of the land use analysis, site opportunities and constraints were assessed to fully examine how these may impact future commercial development for the study area. This assessment revealed specific site constraints and identified opportunities to further strengthen the site design of future commercial development. The results of the constraints and opportunities are further summarized.

Constraints

Topography

The topography in the study area contains various elevations that rise 20 feet in height with sloping terrain that drains towards Oak Gulch. Extensive grading may be necessary to achieve developable areas suitable for future traffic access and site development. Some areas within the study area will need to be stabilized from the Oak Gulch drainage way and the floodplain, and may require the use of extensive retaining wall systems. This may impact the size of developable areas.

Adjacency to Residential Development

Future commercial development will result in increased traffic which will be evaluated and addressed as a part of the subdivision process. Adverse impacts such as noise, odor and light intrusion will need to be addressed and minimized to ensure that future commercial development will be well-planned and designed with complementary land uses carefully sited.

Limited Access

Commercial development in some portions of the study area will be constrained by limited access to Chambers and Hess Roads. These areas may be more suitable for lesser intense commercial uses. The DEA Traffic and Access Evaluation Study concluded that adding additional access points in some of the Douglas 234 and Anthology North Planning Areas will not meet the Town's roadway criteria.

Drive-through/auto-oriented uses may be more conducive to be located in different key areas due to accessibility and circulation constraints.

Arterial Roadway Traffic Speeds

Hess and Chambers Roads are distinctly auto-oriented roadways with limited north-south pedestrian connections. The higher speed limit and traffic counts from both of these roadways are potential barriers for creating pedestrian-oriented environments.

Limited Commercial Visibility

Some Anthology North Planning Areas are located approximately one-third of a mile or more distance away from the primary intersection of Chambers and Hess Roads. With limited frontage visibility, this may influence the types of commercial uses that would locate within some portions of the study area.

Competitive Commercial Market

Future commercial development is planned just north of the study area in nearby Lone Tree's RidgeGate development; and future commercial development is planned near the intersection of Chambers Road and Mainstreet. The future Hess Ranch development south of the study area and The Canyons development in the City of Castle Pines (all within proximity to the study area) have planned commercial uses as well. These developments will influence the market demand for commercial in the entire study area.

Current Zoning

Currently zoned commercial and mixed-use permitted uses for each planning area (originally established over 20 years ago at the time of annexation) may not align with the Master Plan's Community Center character area. The permitted uses currently allow for a wide variety of uses, some of which may not align with the recommendations of this Plan.

Opportunities

Buffering Residential Development

To help preserve the underlying character of existing residential development, consideration of privacy and solar views will be important. There is an opportunity to develop a transitional buffer and use screening methods between the edge of the surrounding neighborhoods and future commercial development.

Enhanced Site Design

There is an opportunity to preserve main corners of intersections for high quality architectural and landscape design, and to create gateway entrances to establish community character. Building orientation and appropriate scale of buildings will be important factors for creating a well-designed site layout that is compatible with the surrounding neighborhoods and most conducive for the existing topography.

Pedestrian and Bike Interconnectivity

There is an opportunity to provide attractive pedestrian-oriented streetscapes. This can be achieved by enhancing the public realm with interconnected safe pedestrian walkways and bikeways that connect to neighborhoods, future commercial developments and to parks and open space.

Destination-Focused Commercial Development

There is an opportunity for destination-focused commercial uses such as restaurants, a health club, office uses and personal and business services that will serve future residential developments. Destination commercial uses may provide the opportunity for a “park once and walk” character for a walkable environment.

Commercial/Retail Development

The Market Study concluded that Anthology North Planning Area 18 is most suitable for larger-scale commercial development within the study area. There is an opportunity to site a grocery-anchored center with additional retail development. Because of the shape and size of the parcel, the site has development potential to support a design that includes private spaces available for public use such as a plaza with an open shop concept. Auto-oriented commercial uses may be a better fit along some arterial frontages, with less intensive commercial uses located on interior portions of some planning areas as a transition between land uses.

Community-Oriented Recreation

The open space areas will be of high value to the community and will serve as an amenity to current and future residents. There is an opportunity to create place-making gathering spaces to experience mixed-use center spaces within the Douglas 234 and Anthology North Planning Areas that will relate to the dedicated open space, trail system, and viewsheds.

LAND USE CONCEPTUAL PLAN OPTIONS

Land Use Development Scenarios

Following the land use analysis component, two preferred land use development scenarios were created based on several factors:

- Results of the Community Online Survey
- Planning Commission and Town Council feedback
- Multiple working sessions with the Technical Advisory Committee
- Results of the project Market Study, the DEA Traffic and Access Evaluation Study, and Land Use Analysis and Yield Study.

The intent of each land use development scenario is to provide a framework for potential commercial uses at a scale appropriate for a Commercial Center that considers the surrounding neighborhoods. Each alternative land use development scenario illustrates future land use and development intensities for all planning areas in the study area. The Douglas 234 and Anthology North Planning Areas in each land use development scenario are shown in a light to dark color scheme that works similar to a heat map. The darker colors indicate important corners and the most desirable areas for future commercial development.

Land Use Concept No.1

Intent Statement

The intent of Land Use Concept No. 1 is to provide a long-term vision for the development of a large-scale commercial and mixed-use neighborhood-oriented environment that transitions into residential developments and open space areas. Commercial and mixed-uses are intended to serve the functions of the surrounding neighborhoods, with an emphasis on high quality architectural, streetscape and urban design to ensure pedestrian walkability and compatibility with the neighborhoods.

Summary

Land Use Concept No. 1 presents an opportunity to guide future development of land around the Chambers and Hess Roads intersection into a successful mixed-use Community Center Character Area as envisioned in the Master Plan. This concept focuses on the development of commercial and mixed-use services and amenities that will serve the needs of multiple neighborhoods in the area. Within this land use scenario, commercial development is concentrated at key intersection corners and major street frontages. Mixed-use developments will be concentrated along the interior portion of Anthology North Planning Area 15, framing Oak Gulch and a portion of Chambers Road and Jordan Road. Grocery-anchored type commercial development will be concentrated within Anthology North Planning Area 18 with commercial retail uses along the Hess Road frontage.

Land Use Concept No. 1



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Land Use Concept 1 – Land Use Descriptions

Douglas 234 Planned Development		Anthology North Planned Development			
A: Commercial Planning Area		B: Planning Area 16 & 17 Commercial	C: Planning Area 15 Commercial & Mixed Use	D: Planning Area 18 Commercial	E. Open Space, Parks and Trails
Desired Character	- Envisioned as a neighborhood commercial development that is welcoming, smaller-scaled and includes spaces where the community can gather. - Commercial retail pad sites may be located along the arterial road frontages, with less intense commercial uses located interior to the site. - Residential neighborhoods may have a transitional buffer from commercial development as envisioned in the Parker Development Design Standards.	- Envisioned as drive-home oriented commercial/retail uses along the Hess Road frontage. - Dendritic site design may create opportunities to activate and connect these planning areas to the future Oak Gulch Regional Trail.	- Envisioned as a mixed-use neighborhood (with a town center urban design), master-planned as a destination with a variety of commercial, residential uses that interact with open space. - No less than one-third of developable land will be commercial uses. - The interior portion of the site may be vertical mixed-use with residential units on upper and commercial retail and service-oriented uses on the ground floor. - Horizontal mixed-uses are acceptable and may be integrated into a town center design. - As a requirement of the Annexation Agreement, future residential development will have a 100-foot buffer from Chambers Road.	- Envisioned as a regionally-focused commercial area with substantial retail that may include a grocery store anchor, and open shopping areas with retail located along the Hess Road frontage. - May serve as a commercial destination serving multiple neighborhoods in southwest Parker and the traveling public. - Future commercial development may have a relationship with Great Plain Way, open space areas and the future Oak Gulch regional trail system. - Residential buffers along the western portion of the site may serve as a transition between commercial and residential uses.	- Future development may orient and connect to Oak Gulch as a focal point or spine with trail connections, park and open space nodes, and north-south connections for bicycle/ pedestrian mobility between major roadway crossings. - Open space may be activated through the Oak Gulch Regional Trail system which will connect to the regional network of trails, Reuter-Hess Reservoir open space and neighborhood parks.
	- The public realm may be enhanced with streetscapes, landscaping, sidewalks and bikeways, and outdoor dining patio areas. - Corners of Chambers and Hess Roads may be prominent with additional attention given to high quality urban design and appropriate commercial uses such as retail shop space and/or restaurant(s).	- The public realm may be composed of enhanced streetscapes, landscaping, sidewalks, and bikeways. Outdoor public spaces may feature street furniture and dining/patio areas. - Corners of Hess Road and Chambers Road, and Hess Road and Jordan Road may be given prominence with high quality urban design and appropriate commercial uses that require high visibility.	The public realm and pedestrian character may be enhanced for walking and biking through the area and to destinations with convenient pedestrian/ bicycle connectivity to the future Oak Gulch Regional Trail and the future middle/high school campus.	- The public realm may include enhanced streetscapes, landscaping, sidewalks, bikeways and outdoor dining/patio areas and plaza space. - Emphasis may be placed on upgraded urban design along Oak Gulch and the corners of Hess Road with Chambers Road and Great Plain Way.	- Oak Gulch Regional Trail and the supporting trail system may include outdoor amenities such as outdoor furniture and way-finding signage that provides direction to parks, open space areas, and the trail system. - A trail head is planned for the northeast corner of Planning Area 15 which may provide access to the Oak Gulch Regional Trail.
	- A mix of community-serving commercial retail, services, and professional office with a transitional buffer (enhanced landscaping) from commercial uses to existing single-family homes. - Auto-oriented uses may be located along the periphery of the site along the Chambers and Hess Road frontages. - Typical uses may include restaurants, a coffee shop, multi-tenant retail shops, bank and small office buildings.	- Land uses may consist of a mix of community-serving commercial retail, services and professional office. - Commercial uses may take advantage of the adjacency to the Oak Gulch open space are highly encouraged. - Typical uses may include inline retail, commercial services, office space, bank, convenience/gas station and restaurants.	- Land uses may be composed of a mix of community-serving commercial retail, professional office, commercial services, and residential uses. - Vertical mixed use is preferred, however, horizontal mixed uses may be acceptable. - Typical uses may include mixed-use multi-story office (three-stories or less) with residential, medical services, a smaller grocery store (specialty), private gym facility and civic uses integrated.	- A mix of community-serving commercial retail and commercial services. - Typical uses may include a grocery store anchor, restaurants, pharmacy, bank, and convenience/gas station and inline retail.	- Preserve open space areas and used for passive and active recreation opportunities. - All parks and open space areas are recommended to be developed and maintained in accordance with the Town's Open Space, Trails and Greenways Master Plan.

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Land Use Concept No. 2

Town of Parker's Design Standard Objectives

Design objectives from the Town's Development Design Standards help to ensure that commercial and mixed-use developments are designed to enhance the visual character of the Town and create pleasant places for all residents and visitors. New commercial and mixed-use development for the study area will:

- Contribute to the character of Parker's Hometown Feel
- Exhibit high quality architectural design and building materials
- Have accessible and usable outdoor public gathering spaces that promote a sense of community; and
- Ensure new development is designed for pedestrians and cyclists.

Intent Statement

The intent of Land Use Concept #2 is to provide a long-term vision for the development of large-scale commercial, mixed-use, and single-family attached residential uses within a neighborhood-oriented environment. Commercial and mixed-uses are intended to serve the functions of the surrounding neighborhoods, with an emphasis on high quality architecture, streetscape and urban design to ensure pedestrian walkability and compatibility with the neighborhoods. The single-family attached residential development will offer the opportunity for senior living and additional residential housing options.

Summary

Land Use Concept #2 presents an opportunity to further guide future development of land around the Chambers and Hess Roads intersection into a successful mixed-use Community Center Character Area as envisioned in the Master Plan. Within this land use scenario, commercial development is concentrated at key intersection corners and major street frontages. Mixed-use developments will be concentrated along the interior portion of the Anthology North Planning Area 15 framing Oak Gulch, and a portion of South Chambers Road and Jordan Road. Grocery-anchored commercial development will be concentrated within Anthology North Planning Area 18 with commercial retail uses along the Hess Road frontage. The Douglas 234 Planning Area will include single-family attached residential use, but still retain over 51 percent of the area as commercial uses. Commercial uses in the Douglas 234 Planning Area will be located adjacent to Hess Road and Chambers Road.

Land Use Conceptual Plan 2



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Land Use Concept No. 2 – Land Use Characteristics

	Douglas 234 Planned Development	Anthology North Planned Development			
	A: Commercial Area	B: Planning Area 16 & 17 Commercial	C: Planning Area 15 Commercial & Mixed Use	D: Planning Area 18 Commercial	E. Open Space, Parks and Trails
Desired Character	▪ Envisioned as a mixed-use neighborhood commercial development with at least 51 percent of the land area devoted to commercial uses and the balance as single-family attached residential uses. The commercial portion may focus on uses that will serve community needs of multiple neighborhoods. ▪ Retail pad development may be best suited along the Chambers Road and Hess Road frontages. Auto-oriented commercial uses may be limited due to the access and connectivity constraints through site, as well as site adjacency to residential development. ▪ Future residential uses for the interior portion of the site may include single-family attached housing products such as townhomes and paired homes; with a pocket park, enhanced public realm, and pedestrian walkability. Residential neighborhoods may have a transitional buffer from commercial development.	▪ The commercial frontage may be best suited to drive-home oriented retail. ▪ Dendritic site design may create opportunities to activate and connect the site to the future Oak Gulch Regional Trail.	▪ Envisioned as a mixed-use neighborhood (with a town center urban design), that is master-planned as a destination with a variety of commercial, residential uses that interact with parks/open space. ▪ No less than one-third of the developable land will be developed for commercial use. ▪ Vertical mixed-use (three stories or less) is envisioned to be located on the interior of the site with residential units on the upper floors, and commercial retail and service-oriented uses on the ground floor. ▪ Horizontal mixed-uses are acceptable and may be integrated into a town center design. ▪ As a requirement of the Annexation Agreement, future residential development will have a 100-foot buffer from Chambers Road.	▪ Envisioned as a regionally-focused commercial area with substantial retail that may include a grocery store anchor, and open shopping areas with retail located along the Hess Road frontage. ▪ May serve as a commercial destination serving multiple neighborhoods in southwest Parker and the traveling public. ▪ Future commercial development may have a relationship with Great Plain Way, open space areas and the future Oak Gulch Regional Trail system. ▪ Residential buffers along the western portion of the site may serve as a transition between commercial and residential uses.	▪ Future development may orient and connect to Oak Gulch as a focal point or spine with trail connections, park and open space nodes, and north-south connections for bicycle/pedestrian mobility between major roadway crossings. ▪ Open space areas may be activated through the Oak Gulch Regional Trail system which will connect to the regional network of trails, Reuter-Hess Reservoir open space and neighborhood parks.
Public Realm Design	▪ The public realm may be enhanced with streetscapes, landscaping, sidewalks, bikeways, and outdoor dining patio areas. ▪ Corners of Chambers and Hess Roads may be prominent with attention given to high quality urban design and appropriate commercial uses such as retail shop space and/or restaurant(s).	The public realm may be composed of enhanced streetscapes, landscaping, sidewalks, and bikeways. Outdoor public spaces will feature street furniture and dining/patio areas. ▪ Corners of Hess Road and Chambers, and Hess Road and Jordan Road may be given prominence with high quality urban design and appropriate commercial uses that require high visibility.	The public realm and pedestrian character may be enhanced for walking and biking through the area and to destinations, with convenient pedestrian /bicycle connectivity to the future Oak Gulch Regional Trail and the future middle/high school campus.	▪ The public realm may include enhanced streetscapes, landscaping, sidewalks, bikeways and outdoor dining area and plaza. ▪ Emphasis may be placed on upgraded urban design along Oak Gulch and the corners of Hess Road and Chambers Road, and Hess Road and Great Plain Way.	▪ Oak Gulch Regional Trail and the supporting trail system may include outdoor amenities such as outdoor furniture and way-finding signage that provides direction to parks, open space areas, and the trail system. ▪ A trail head is planned for the northeast corner of Planning Area 15, which may provide access to the Oak Gulch Regional Trail.
Desired Land Uses	▪ A mix of community-serving commercial retail, services, and professional office with a transitional buffer (enhanced landscaping) from the commercial uses to the existing single family homes. ▪ Auto-oriented uses may be located along the periphery of the site along the Chambers and Hess Road frontages. ▪ Typical uses in this area may include restaurants, coffee shop, multi-tenant retail shops and small office buildings.	▪ Land uses may consist of a mix of community serving commercial retail, services, and professional office. Uses that can take advantage of the adjacency to the Oak Gulch Open Space are highly encouraged. ▪ Typical uses may include inline retail, commercial services, office space, bank, convenience/gas station and restaurants.	▪ Land uses may consist of a mix of community serving commercial retail, services, professional office and residential land uses. ▪ Vertical mixed use is preferred, however, horizontal mixed uses may be acceptable. ▪ Typical uses may include multi-story office (three-stories or less) with a residential component, medical services, a smaller grocery store (specialty), private gym facility, and civic uses integrated within the mixed use environment.	▪ A mix of community-serving commercial retail and commercial services that may serve multiple neighborhoods. ▪ Typical uses may include a grocery store anchor, restaurants, pharmacy, bank, and convenience/gas station and inline retail.	▪ Open space areas may be preserved and used for passive and active recreation opportunities. ▪ All parks and open space areas may be developed and maintained in accordance with the Town's Open Space, Trails and Greenways Master Plan.

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RECOMMENDATIONS

Recommendation No. 1 - Enhance Urban Design

It is recommended that commercial and mixed-use developments include the following urban design features:

Enhanced Streetscapes

Walkable streetscapes that may complement the surrounding neighborhoods and encourage nearby residents to walk and bike to services



Architectural Design and Layout

Site layout, building orientation, and building design that meet the Town's Development Design Standards with a priority on design standards for natural features, views and pedestrian and bicycle connections



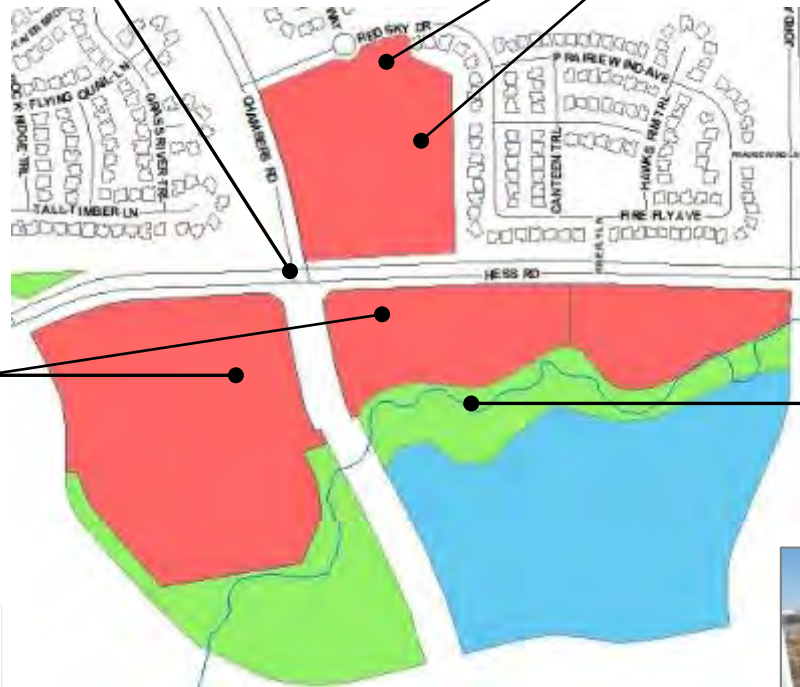
Transition Buffers

New development may integrate buffers to transition commercial areas from existing residential areas, and auto-oriented uses such as gas stations and drive-through features



Connectivity to Open Space

Commercial and mixed-use developments may integrate pedestrian and bike pathways to create seamless and easy connections to the Oak Gulch Regional Trail system, open space and neighborhood parks



Recommendation No. 2 – Activate Important Corners

It is recommended that important corners serve as gateway entrances to this Community Center. Development may activate these areas by using enhanced landscaping, decorative walls, place-making signage, architectural features and other design tools to create a sense of arrival, quality and place. The following important corners were identified in this Plan:

1. Chambers and Hess Road Intersection



4. Chambers Road and Red Sky Drive



2. Future Chambers Road and Great Plain Way Intersection



3. Future Jordan Road and Great Plain Way Intersection

Recommendation No. 3 – Consider Future Zoning Amendments

Future Zoning Amendment Considerations for Douglas 234 PD and Anthology North PD in Coordination with the Property Owners

In coordination with the property owners and through the Town's required public process to amend zoning, the following recommendations outline proposed amendments to existing zoning in the Douglas 234 and Anthology North Planned Developments to better align with the Master Plan and this Plan.

3.A - Amend Commercial Uses

1. Commercial uses are recommended to align with the Community Center Character Area as outlined in the Master Plan, and may include destination uses and commercial uses that serve multiple neighborhoods. Example commercial uses may include convenience shopping, with a higher intensity of retail uses located along arterial roadway frontages of Chambers Road, Hess Road, Great Plain Way, and Jordan Road.
2. Less intense commercial uses that generate less traffic and parking are recommended to transition into mixed-use developments, residential, and open space areas.

3.B - Amend Mixed-Uses

1. Mixed-uses are recommended to align with the Community Center Character Area as outlined in the Master Plan, integrating destination-type and multiple-neighborhood serving commercial uses that provide opportunities for working, living, and shopping; with pedestrian-oriented design and gathering spaces.
2. It is recommended that buildings be oriented towards Oak Gulch and other open space areas as well as street frontages.
3. Residential units are recommended to be located on upper floors of vertical mixed-use buildings, with opportunities for senior living and a variety of housing options.



Neighborhood-Serving Commercial Developments

- Mixed-use building with residential and commercial uses
- Neighborhood-serving commercial uses
- Access to bike and walking trails



3.C - Amend Anthology North Planning Area 15

1. Recommend Anthology North Planning Area 15 be rezoned to include a new planning area that consists of a minimum of one-third of developable land for commercial use, with the balance rezoned as Neighborhood Mixed-Use.
2. Context sensitive land uses adjacent to a public school setting are recommended for commercial and mixed-use developments in Anthology North Planning Area 15.

Neighborhood-Serving Commercial Development Considerations:

- Context-sensitive land uses near school areas
- Dendritic design concepts
- High quality single-family attached housing

3.D - Amend Anthology North Planning Area 16

1. Recommend consolidating Anthology North Planning Area 16 with Anthology North Planning Area 17 into one larger commercial planning area that fronts Hess Road.
2. A small portion of Anthology North Planning Area 16 (located at the corner of Hess Road and the future south extension of Jordan Road) is recommended to be rezoned as open space.
3. Recommend that all portions of floodplain be delineated within the Anthology North Open Space Planning Area.

3.E – Amend Anthology North PD Zoning Map

1. Recommend the Anthology North PD Zoning Map be amended to align with the future dendritic design.

3.F – Amend Douglas 234 PD Zoning

1. For Land Use Concept No. 1, recommend that the Douglas 234 Planning Area remain at 100 percent commercial use.
2. For Land Use Concept No. 2, recommend rezoning the Douglas 234 Planning Area to allow for new single-family attached housing while retaining at least 51 percent of the land devoted for commercial uses, and that commercial uses be located along the Hess Road and South Chambers Road frontages.





Request for Town Council Action

Date: October 5, 2020

Submitted By:

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 1.539.3 - Second Reading**
A Bill for an Ordinance to Adopt the 2020 Revised Budget for the Town of Parker and to Make Appropriations for the Same

Department: Finance, Rhonda Willey

EXECUTIVE SUMMARY

If approved, this ordinance will increase the Town's Public Improvement Fund's revenue by \$12,860,000 to account for the transfer of funds from Parker Authority for Reinvestment (PAR) from the loan agreement from Chase Bank which closed on September 4, 2020.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

In coordination with PAR, the Town of Parker developed a capital projects list for the Parker Central Area, which could be funded through the urban renewal area. The process in which the project list was developed included reviewing the Town's capital list and identifying projects within the urban renewal boundaries, and then PAR evaluated the projects based on eliminating or reducing blight.

The capital project list was finalized in June 2020. The project list includes 8 projects, totaling \$12,750,000. To fund these projects, PAR entered into a loan agreement with Chase Bank which was approved by the PAR Board on PAR Resolution 2020-03 on August 17, 2020. The loan closed on September 4, 2020. The projects would need to be substantially complete within 3 years.

The funds from the loan will be transferred to the Town of Parker in the Public Improvements Fund. This budget amendment will increase the revenue. The projects are part of the 2021 capital budget.

As part of this action, PAR will reimburse the Town \$900,000 from the outstanding interfund loan. This will pay the Parker Central Area's portion of the loan from 2014.

FINANCIAL IMPACT

Increasing the revenue in the Public Improvements Fund will give the Town the revenue source to construct the capital project that are part of the Parker Central Area of PAR.

STRATEGIC GOAL(S)



ENHANCE ECONOMIC
VITALITY



INNOVATE WITH
COLLABORATIVE
GOVERNANCE

ATTACHMENTS

1. Ordinance No. 1.539.3

RECOMMENDED MOTION

I move to approve Ordinance No. 1.539.3 on second reading.

ORDINANCE NO. 1.539.3, Series of 2020

TITLE: A BILL FOR AN ORDINANCE TO ADOPT THE 2020 REVISED BUDGET FOR THE TOWN OF PARKER AND TO MAKE APPROPRIATIONS FOR THE SAME

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

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

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

Section 1. The 2020 Revised Budget for the Town of Parker, Colorado, which is attached hereto as **Exhibit A** and incorporated by this reference, is hereby adopted and the monies are appropriated to the various funds as the same are budgeted.

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

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

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

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2020.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

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

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

Town of Parker
2020 Revised Budget Ordinance 1.539.3
1st Reading
2nd Reading

Exhibit A

September 21, 2020
October 5, 2020

	<u>Revision</u>	<u>2020 Revised Budget</u>
<u>Public Improvements Fund</u>		
Beginning fund balance		\$ 24,246,016
Revenue		19,714,705
Revenue revision	12,860,000	12,860,000
Total revised revenue		<u>32,574,705</u>
Total available		<u>56,820,721</u>
Expenditures		26,594,980
Expenditures revision	-	-
Total revised expenditures		<u>26,594,980</u>
Ending fund balance		<u>\$ 30,225,741</u>

Town of Parker**Exhibit A****Summary of Revisions to 2019 Budget Ordinance 1.539.3**

1st reading 09/21/2020

2nd reading 10/05/2020

	Expenditure Adjustment	Revenue Adjustment	Net Cash Impact
Public Improvements Fund	-	12,860,000	12,860,000
Total all funds	\$ -	\$ 12,860,000	\$ 12,860,000

Town of Parker

Exhibit A

Detail of Budget Adjustments to 2020 Budget Ordinance 1.539.3

1st reading 09/21/2020

2nd reading 10/05/2020

Revenues

Public Improvements Fund

Transfer from Parker Authority for Reinvestment to fund urban renewal projects
in the Parker Central Area

12,860,000

Total Public Improvements Fund revenue adjustment

12,860,000



Request for Town Council Action

Date: October 5, 2020

Submitted By: BrieAnna Simon, Associate Planner
John Fussa, Community Development Director

Reviewed By: Michelle Kivela, Town Administrator

Title: **BOWEY PROPERTY - Annexation and Zoning** *(to be continued to November 2, 2020)*

Department: **Community Development, BrieAnna Simon**

EXECUTIVE SUMMARY

The subject property, known as the Bowey property, is located in unincorporated Douglas County but has been surrounded by the Town of Parker for greater than three (3) years. The Town proposes an enclave annexation of the property and concurrent zoning to the A - Agricultural District designation. The attached ordinances will accomplish the annexation and zoning of the Bowey property.

Resolution 20-052 establishes the findings of facts and conclusions regarding the Bowey Property.

On September 21, 2020, Town Council approved an amended resolution setting the second reading of the Bowey property annexation ordinance for November 2, 2020. Based on this amended resolution, the Bowey annexation and zoning resolution and ordinances will be continued to November 2, 2020.

The Planning Commission will consider and make a recommendation about the proposed zoning to the Town Council at its meeting on October 8, 2020.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Bowey property is located at the northeastern corner of Parker Road and Pine Drive. The subject property is approximately 48.9 acres in total area and is currently undeveloped. The Bowey property has been completely surrounded by the Town of Parker for a period of greater than three (3) years and is considered an enclave under the Municipal Annexation Act of 1965 and related state law.

The Town has committed to a policy of actively pursuing the annexation of enclaves. The

Parker 2035 Master Plan identifies the subject property as part of the Town's Planning Area for future growth and development. The proposed annexation is therefore consistent with the Master Plan as well as the state mandated Three-Mile Plan for future annexation.

On September 21, 2020, the Town Council approved Resolution No. 20-042.1, Series of 2020, to correct the legal description of the Bowey property and to schedule the second reading of the annexation ordinance for November 2, 2020.

As required by Town Charter, all properties that are proposed for annexation must also be zoned at the same time. The Town is proposing to zone the Bowey property to the A - Agricultural District designation described in the Land Development Ordinance. This zoning is consistent with the current Douglas County zoning of the Bowey property as A1 - Agricultural One. The proposed zoning will ensure that the use of the Bowey property for agriculture may continue until it is developed in the future.

The required public hearing to zone the Bowey property is also scheduled for November 2, 2020.

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH



ENHANCE ECONOMIC
VITALITY

ATTACHMENTS

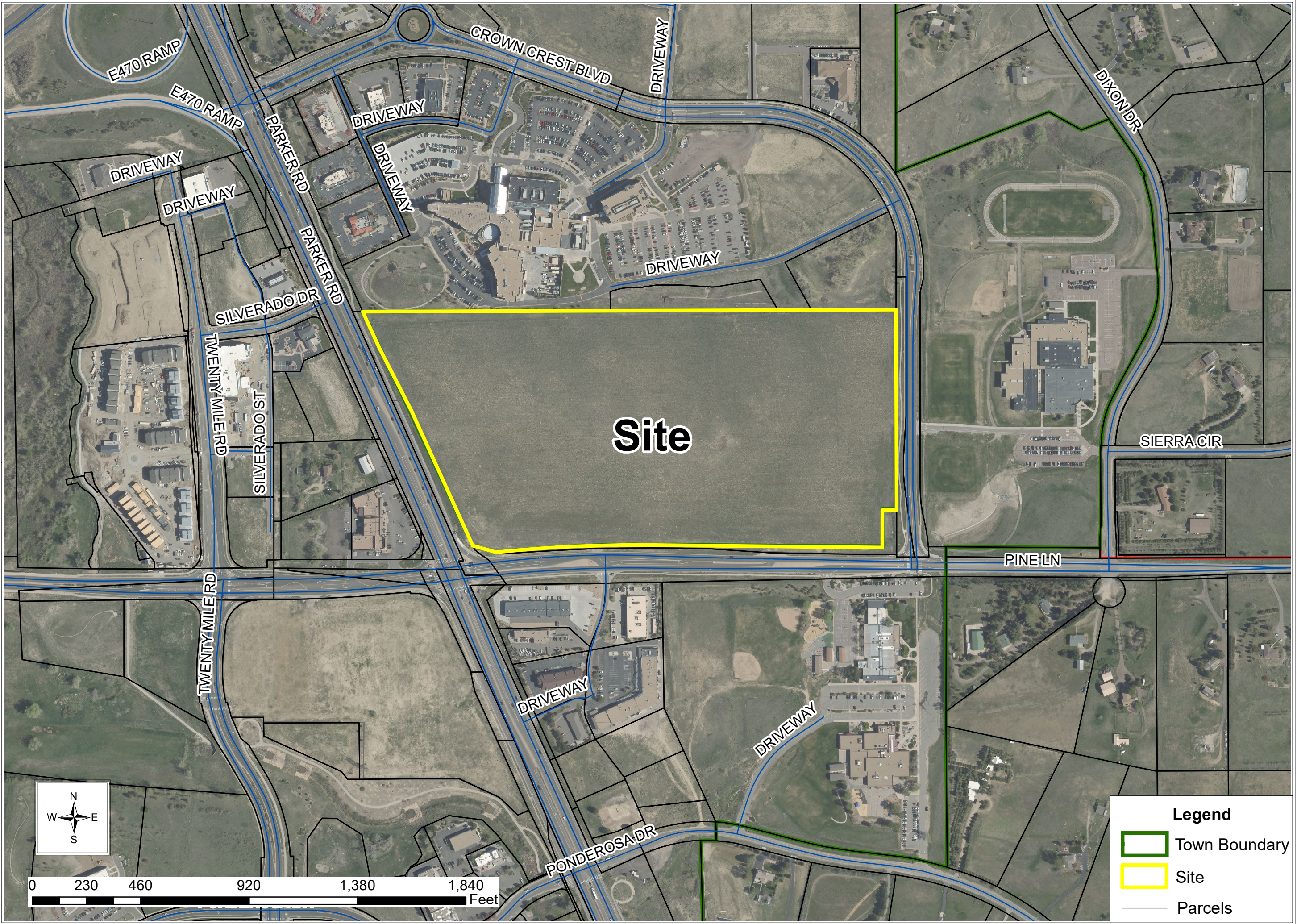
1. Vicinity map
2. Planning Commission Staff Report
3. Resolution No. 20-052
4. Ordinance 2.274 - Annexation
5. Ordinance 3.356 - Zoning

RECOMMENDED MOTION

I move to continue Resolution No. 20-052 to November 2, 2020

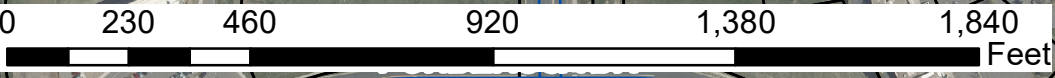
I move to continue Ordinance Nos. 2.274 and 3.356 to November 2, 2020 for second reading.

Bowey Property Annexation



Legend

- Town Boundary
- Site
- Parcels





Planning Commission Staff Report

Planning Commission Date: 9/10/2020

Town Council Date: 10/5/2020

Hearing Type: Public Hearing
BOWEY PROPERTY – Zoning
TRAKiT No.: Z20-001

Location: Generally located on the northeast corner of Parker Road and Pine Drive

Project Planner: BrieAnna Simon, Associate Planner

Applicant(s): Town of Parker Community Development Department

Executive Summary: The 48.9 acre Bowey Property is proposed to be zoned Agricultural in conjunction with an annexation (ANX20-001). The site is an unplatted parcel located on the northeast corner of Parker Road and Pine Drive. The property is currently zoned Agricultural One (A1) in Douglas County.

Staff Recommendation: Approval

RECOMMENDED MOTION

“I move the Planning Commission recommend Town Council approve the Bowey Property zoning request.”

ALTERNATIVE MOTIONS

*“I move the Planning Commission recommend Town Council approve the **Bowey Property** zoning request, subject to the following conditions:”*

-List proposed conditions

*“I move the Planning Commission recommend Town Council deny the **Bowey Property** zoning as the request does not meet the following approval criteria:”*

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

*“I move the Planning Commission vote to continue the **Bowey Property** zoning to a future date.”*

I. BACKGROUND/DISCUSSION

The subject property, known as the Bowey Property, is located in unincorporated Douglas County and is surrounded by the Town of Parker. The Town is processing an enclave annexation of the Bowey Property and will zone the property A-Agricultural District, which is the Town zoning most similar to the existing County zoning.

The Bowey Property is located on the northeast corner of Parker Road and Pine Drive. The subject property is approximately 48.9 acres owned by the Bowey Family Partnership LLLP. The Bowey Property has been completely surrounded by the Town of Parker for a period of not less than three (3) years and is considered an enclave under the Municipal Annexation Act of 1965. The Town has committed to a policy of actively pursuing the annexation of enclaves. The subject property is located within the Town's Planning Area described in the Parker 2035 Master Plan and the proposed annexation is consistent with the Parker 2035 Master Plan.

Vicinity Map



II. PRIOR ACTIONS

Date	Action
N/A	The annexation and zoning requests are the first actions by the Town related to the subject properties.

III. CURRENT SITE DATA

Existing Zoning	Agriculture One (Douglas County)		
Overlay District	N/A		
PD & Plan Area	Agriculture (proposed)		
Master Plan Area	Medical		
Site Acreage	48.912 acres		
Subdivision	Unplatted		
Existing Use	Vacant		
Surrounding Uses			
	Master Plan Land Use	Zoning	Existing Use
North	Medical	PD – Planned Development	Parker Adventist Hospital
South	Central Commercial	Modified C - Commercial District	Commercial
East	Medical	Public Facilities District	Sierra Middle School
West	Regional Commercial Retail	PD - Planned Development	Mixed Office/ Commercial/Restaurants

IV. PARKER 2035 MASTER PLAN

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

MASTER PLAN CONSISTENCY	
Master Plan Designation	Medical ☒ Consistent ☐ Inconsistent
Master Plan Character Discussion	Medical: This Character Area focuses on state of the art medical care, preventative health care and wellness to create an industry synergy that ensures a successful business environment. Appropriate uses include hospitals, medical offices, health care clinics and facilities, rehabilitation centers and hotels. Retail uses are appropriate where they provide an ancillary service in size, scale and purpose to the medical uses.
Consistent Goals/Strategies	<u>Land Use 1.C</u> <u>Land Use 1.E</u>
Staff Analysis	The subject property is part of an enclave annexation where the proposed zoning is consistent with the property's current Douglas County zoning. The subject property is located along Parker Road surrounded by properties within the Town boundaries and located within the Town's growth boundary. The annexation and zoning fulfills the Town of Parker goal of actively pursuing annexation of enclaves and roads to allow for continuity of services within the Parker 2035 Master Plan's Planning Area.

V. LAND DEVELOPMENT ORDINANCE

DEVELOPMENT POTENTIAL (Rezoning)			
Provisions	As recommended by the Master Plan	Proposed	Analysis
Units Per Acre	None	One unit is allowed per every 10 acres	☐ Consistent ☐ Inconsistent ☐ No Change ☒ N/A
Allowed Uses	Hospitals, medical offices, health care clinics and facilities, rehabilitation centers, hotels, and retail uses	Agricultural uses	☐ Consistent ☐ Inconsistent ☒ No Change
Height/Stories	None	35 feet	☒ Consistent ☐ Inconsistent ☐ No Change
Staff Analysis	The proposed zoning will be compatible with the current zoning in Douglas County. As detailed in the analysis above, the proposed annexation provides an opportunity to bring the proposed zoning into compliance with the Town's Master Plan. An additional rezoning and associated analysis of compliance of the future request will be required when the property is developed in the future. The annexation and zoning fulfills the Town of Parker goal of actively pursuing annexation of enclaves and roads to allow for continuity of services within the Parker 2035 Planning Area.		

VI. ACCESS, CIRCULATION & TRAFFIC ANALYSIS

The subject property currently has a right-in/right-out access to Pine Lane that serves as access to the existing agricultural uses. This access is sufficient for the current use of the property. Additional access will be required when the property is developed in the future.

VII. APPROVAL CRITERIA

Title 13.04.240.f. Approval Considerations for Rezoning Requests:

1. A need exists for the proposal.

A need exists for the annexation and zoning of the subject property, for the reasons that it will (1) allow the Town to consolidate services and recognize efficiencies of scale and delivery of services; and (2) promote orderly growth, continuity of development and certainty of development within the subject property and surrounding areas within the Town and the Town Urban Growth Area.

Based on this analysis, staff has determined that this criterion has been met.

2. The particular parcel of ground is indeed the correct site for the proposed development.

This property is considered an enclave, located within unincorporated Douglas County but surrounded by the Town of Parker. The Town has been working for several years to clean up the Town's boundaries and annex these enclave areas. The subject property is contiguous with the Town and is located within the Town's Planning Area as described in the Parker 2035 General Land Use Plan.

For the reason that the subject property has been identified as property to be annexed, zoned and developed in the Town, the subject property is indeed the correct site for annexation and zoning.

Based on this analysis, staff has determined that this criterion has been met.

3. There has been an error in the original zoning; or
N/A

4. There have been significant changes in the area to warrant a zone change.

The subject property is currently zoned Agriculture One in unincorporated Douglas County. The zoning application for the subject property is for A-Agricultural District under the Town's Land Development Ordinance, which is mostly consistent with the current development standards and uses of the existing zoning in Douglas County. The property proposed for annexation is entirely surrounded by the Town and has been surrounded for more than three years.

Based on this analysis, staff has determined that this criterion has been met.

5. Adequate circulation exists and traffic movement would not be impeded by development; and

Roadway infrastructure exists around the property. No additional improvements are anticipated with the property's zoning. When the property develops in the future, additional access and circulation will be required.

Based on this analysis, staff has determined that this criterion has been met.

6. Additional municipal service costs will not be incurred which the Town is not prepared to meet.

The Town does not anticipate significant additional municipal service costs with the proposed zoning.

Based on this analysis, staff has determined that this criterion has been met.

7. There are minimal environmental impacts or impacts can be mitigated.

No new development is proposed as part of the zoning. Therefore, no additional environmental impacts are anticipated at this time. Any future development will be required to meet all environmental criteria set forth in the Land Development Ordinance.

Based on this analysis, staff has determined that this criterion has been met.

8. The proposal is consistent with the Town Master Plan, maps, goals, and policies.

As detailed in Section IV of this staff report, the A-Agricultural District is consistent with the objectives identified within the Parker 2035 Master Plan.

Based on this analysis, staff has determined that this criterion has been met.

9. There is adequate waste and sewage disposal water, schools, parks and recreation, and other services to the proportional degree necessary due to the impacts created by the proposed land uses.

The property is located adjacent to Cottonwood Water and Sanitation District and will require inclusion in the district. Infrastructure exists serving adjoining properties. When developed the property will be able to receive adequate services.

Based on this analysis, staff has determined that this criterion has been met.

VIII. SUMMARY REFERRAL AGENCY COMMENTS AND CONDITIONS

Agency	Comments
Parker Engineering	No Comment
Aztec Consultants	Minor corrections to be made on the zoning map - Corrections were made
Parker Building	No Comment
Fire Life Safety	No Comment
Douglas Country Planning	No Comment
Douglas County Public Works	No Comment
Douglas County Assessor's Office	No Comment
Douglas County School District	No Comment
Parker Police	No Comment
Parker Comprehensive Planning	The property is located within the E-470 Corridor/Medical Planning Area which recommends future medical uses and other supportive uses. The Agricultural zoning is similar to the current zoning in Douglas County and is consistent with the Parker 2035 Master Plan.
Parker Economic Development	Approved
IREA	No Comment
CenturyLink	No Comment
Comcast	No Comment
Cottonwood Water and Sanitation District	No Comment

IX. CONCLUSION

This zoning request is being processed concurrently with the annexation application as provided by the Town of Parker Home Rule Charter and Section 13.04.250 of the Parker Municipal Code and has been determined to meet the zoning approval criteria of the Parker Land Development Ordinance. Based on the analysis contained in this staff report, staff recommends that the Planning Commission recommend Town Council approve the request.

X. RECOMMENDED CONDITIONS

None

XI. ATTACHMENTS

1. Draft Zoning Ordinance
2. Zoning Map

Report Approved By: Bryce Matthews, Planning Manager

RESOLUTION NO. 20-052, Series of 2020

TITLE: A RESOLUTION TO ESTABLISH THE TOWN COUNCIL'S FINDINGS OF FACT AND CONCLUSIONS THEREON CONCERNING THE BOWEY PROPERTY ANNEXATION

WHEREAS, pursuant to C.R.S. § 31-12-110, the Town Council, sitting as the governing body of the Town of Parker, Colorado, is required to set forth certain findings of fact and its conclusion based thereon with reference to the matters described below for the property described in **Exhibit A**, which is attached hereto and incorporated by this reference, for annexation to the Town of Parker (the "Property").

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

Section 1. The Property is entirely contained within the outer boundaries of the Town of Parker, and the Property has been so surrounded for a period of not less than three (3) years, as required by Constitution of the State of Colorado, Article II, Section 30(1)(c), and C.R.S. § 31-12-106(1).

Section 2. No election is required under Constitution of the State of Colorado, Article II, Section 30(1)(a), and C.R.S. § 31-12-107(2) or any other law of the State of Colorado or the Town of Parker.

Section 3. No additional terms and conditions are to be imposed with the annexation of the Property. 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 of Parker boundary in any one year.

Section 4. An ordinance annexing the Property to the Town of Parker shall be considered by this Town Council, pursuant to C.R.S. § 31-12-111.

RESOLVED AND PASSED this _____ day of _____, 2020.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

EXHIBIT A

Legal Description

A parcel of land being a part of the Northwest Quarter of Section 10, 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 10, whence the west quarter corner of said Section 10 bears south 89°47'29" west, a distance of 2,645.54 feet;

Thence along the east line of said northwest quarter north 00°07'00" west, a distance of 205.66 feet to the northerly boundary of the Town of Parker Ordinance 2.218 Pine Lane Northeast Annexation Map recorded at Reception No. 2011014832 in the records of the Douglas County, Colorado, Clerk and Recorder and the **point of beginning**:

Thence along the northerly boundary of said Annexation Map the following (4) courses:

1. North 89°21'44" west, a distance of 60.01 feet;
2. South 00°07'00" east, a distance of 160.01 feet;
3. North 89°21'44" west, a distance of 987.61 feet to the beginning of a tangent curve concave southerly having a radius of 5,805.00 feet;
4. Westerly along said curve through a central angel of 06°27'37", an arc length of 654.54 feet to the northerly boundary of the Town of Parker Ordinance 2.212 Pine Lane East Annexation Map recorded at Reception No. 2009096857 in said records.

Thence along said northerly boundary nontangent to said curve, north 74°14'22" west, a distance of 102.99 feet to the easterly boundary of the Town of Parker Ordinance 2.75 State Highway 83 Annexation Map recorded at Reception No. 9002842 of said records;

Thence along the easterly boundary of said Annexation Map the following (3) courses:

1. North 24°22'30" west, a distance of 630.01 feet;
2. North 27°14'15" west, a distance of 300.40 feet;
3. North 24°22'30" west, a distance 166.90 feet to the southerly boundary of the Town of Parker Ordinance 2.71 Crown Pointe Center Annexation Map recorded at Reception No. 9001001 of said records;

Thence along said southerly boundary north 89°47'25" east, a distance of 2,264.52 feet to said east line of the northwest quarter;

Thence along said east line, south 00°07'00" east, a distance of 851.29 feet the **point of beginning**.

Containing an area of 46.482 acres (2,024,739 square feet), more or less.

ORDINANCE NO. 2.274, Series of 2020

**TITLE: A BILL FOR AN ORDINANCE APPROVING AND ACCOMPLISHING
THE ANNEXATION OF CONTIGUOUS UNINCORPORATED
TERRITORY KNOWN AS THE BOWEY PROPERTY**

WHEREAS, the property described in attached **Exhibit A**, being in the County of Douglas, State of Colorado (the “Property”), is entirely contained within the outer the boundaries of the Town of Parker and has been so surrounded for a period of not less than three (3) years, as provided by Constitution of the State of Colorado, Article II, Section 30(1)(c), and C.R.S. § 31-12-106; and

WHEREAS, the Town Council of the Town of Parker, Colorado, has satisfied itself concerning the compliance of the proposed annexation of the Property with Constitution of the State of Colorado, Article II, Section 30(1)(c), and C.R.S. § 31-12-106(1).

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

Section 1. The annexation of the Property meets all requirements of law and the annexation policy of the Town of Parker, and therefore, the said annexation is hereby approved and made effective.

Section 2. Upon the effective date of this Annexation Ordinance, the Property shall become subject to the Charter, ordinances, resolutions, rules and regulations of the Town of Parker.

Section 3. 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, the Property is hereby annexed to the Town of Parker.

Section 4. The Town Clerk shall file for recording one certified copy of the Annexation Ordinance and one copy of the Annexation Map with the Clerk and Recorder of the County of Douglas, State of Colorado.

Section 5. 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 6. The Town Clerk shall file one certified copy of the Annexation Ordinance and one copy of the Annexation Map with the Division of Local Governments of the Department of Local Affairs.

Section 7. **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 8. 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 _____, 2020.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

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

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

EXHIBIT A

Legal Description

A parcel of land being a part of the Northwest Quarter of Section 10, 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 10, whence the west quarter corner of said Section 10 bears south 89°47'29" west, a distance of 2,645.54 feet;

Thence along the east line of said northwest quarter north 00°07'00" west, a distance of 205.66 feet to the northerly boundary of the Town of Parker Ordinance 2.218 Pine Lane Northeast Annexation Map recorded at Reception No. 2011014832 in the records of the Douglas County, Colorado, Clerk and Recorder and the **point of beginning**:

Thence along the northerly boundary of said Annexation Map the following (4) courses:

1. North 89°21'44" west, a distance of 60.01 feet;
2. South 00°07'00" east, a distance of 160.01 feet;
3. North 89°21'44" west, a distance of 987.61 feet to the beginning of a tangent curve concave southerly having a radius of 5,805.00 feet;
4. Westerly along said curve through a central angel of 06°27'37", an arc length of 654.54 feet to the northerly boundary of the Town of Parker Ordinance 2.212 Pine Lane East Annexation Map recorded at Reception No. 2009096857 in said records.

Thence along said northerly boundary nontangent to said curve, north 74°14'22" west, a distance of 102.99 feet to the easterly boundary of the Town of Parker Ordinance 2.75 State Highway 83 Annexation Map recorded at Reception No. 9002842 of said records;

Thence along the easterly boundary of said Annexation Map the following (3) courses:

1. North 24°22'30" west, a distance of 630.01 feet;
2. North 27°14'15" west, a distance of 300.40 feet;
3. North 24°22'30" west, a distance 166.90 feet to the southerly boundary of the Town of Parker Ordinance 2.71 Crown Pointe Center Annexation Map recorded at Reception No. 9001001 of said records;

Thence along said southerly boundary north 89°47'25" east, a distance of 2,264.52 feet to said east line of the northwest quarter;

Thence along said east line, south 00°07'00" east, a distance of 851.29 feet the **point of beginning**.

Containing an area of 46.482 acres (2,024,739 square feet), more or less.

ORDINANCE NO. 3.356, Series of 2020

TITLE: A BILL FOR AN ORDINANCE ZONING CERTAIN PROPERTY WITHIN THE TOWN OF PARKER, COLORADO, KNOWN AS THE BOWEY PROPERTY TO A-AGRICULTURAL 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 zoning certain property described in attached **Exhibit 1**, within the Town of Parker, Colorado, as A-Agricultural District, pursuant to the Town of Parker Land Development Ordinance (the “Property”).

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 zoning the Property to A-Agricultural District, as described in the Parker Land Development Ordinance.

Section 2. The Property is hereby zoned A-Agricultural District, as described in the Parker Land Development Ordinance.

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

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

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

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

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

Section 7. This Ordinance shall become effective 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 _____, 2020.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

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

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

EXHIBIT 1

Legal Description

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Thence along said east line, south 00°07'00" east, a distance of 851.29 feet the **point of beginning**.

Containing an area of 46.482 acres (2,024,739 square feet), more or less.



Request for Town Council Action

Date: October 5, 2020
Submitted By: Kristin Hoffmann, Deputy Town Attorney
Reviewed By: Michelle Kivela, Town Administrator
Title: **BELFORD NORTH METROPOLITAN DISTRICT**
Department: **Town Attorney, Kristin Hoffmann**

EXECUTIVE SUMMARY

This resolution approves the First Amended and Restated Service Plan for Belford North Metropolitan District. The ordinance approves the First Amended and Restated Intergovernmental Agreement between the Town and the Belford North Metropolitan District.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

In March 2018, the Town Council approved the original service plan for Belford North Metropolitan District, which now serves as the commercial district for the Belford project. Belford South Metropolitan District serves as the residential district.

The District has submitted an application to amend and restate its service plan. The resolution approves the First Amended and Restated Service Plan for the District, and the ordinance approves the First Amended and Restated Intergovernmental Agreement between the Town and the District. The plan and intergovernmental agreement are submitted and processed under the recently approved metropolitan district policies. Attached is an analysis of the Belford North Metropolitan District and the Belford South Metropolitan District's proposed amended and restated service plans and intergovernmental agreements.

FINANCIAL IMPACT

Under the terms of the intergovernmental agreement, the District agrees to impose a property tax of 5 mills, which shall be remitted to the Town and used for the purpose of funding capital costs or the costs of maintenance of the Town infrastructure, as identified in Exhibit B of the intergovernmental agreement.

STRATEGIC GOAL(S)



ATTACHMENTS

1. Summary Memo

2. Resolution No. 20-049
3. Ordinance No. 9.303.1

RECOMMENDED MOTION

I move to approve Resolution No. 20-049, subject to approval of Ordinance No. 9.303.1.

I move to approve Ordinance No. 9.303.1 on second reading.

MEMORANDUM

To: Town Council
From: Kristin Schledorn, Deputy Town Attorney
Date: September 8, 2020
Re: Amended and Restated Service Plans for Belford North and Belford South Metropolitan Districts

The following sets forth an analysis on the proposed First Amended and Restated Service Plan for Belford North Metropolitan District (“BNMD”) and the proposed Second Amended and Restated Service Plan (collectively, the “Service Plans”) for Belford South Metropolitan District (“BSMD” and collectively with BNMD, the “Districts”) which are set for a public hearing before the Town Council on October 5, 2020. This report summarizes key information about the Districts and the Service Plans.

As background, the Town Council in March 2016 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. BNMD contains the commercial portions of the project, north of Belford Avenue. In March 2018, BSMD amended its service plan and Town Council approved the original service plan for BNMD, which was subsequently organized and is an existing district, to provide that BSMD would serve as the residential district and BNMD would serve as the commercial district.

Belford South and Belford North Metropolitan Districts

Developer/Property Owner: Westside Investment Partners LLC/470 Compark LLC

Attorney: Spencer Fane (Tom George, Esq.)

Finance: D.A. Davidson

Accounting/Management: CliftonLarsonAllen LLP

Engineer: Manhard Consulting

Bond Counsel: Sherman & Howard

Location: South of E-470, west of Chambers Road, north and south of Belford Avenue

Area/Land Use: BSMD 84.6 acres (residential)
BNMD 65.48 acres (commercial)

- Build Out Schedule:** Per Financial Plan, build out anticipated to occur by 2024 for BSMD and 2025 for BNMD (445 residential units and approximately 365,000 sq. ft. of commercial)
- Projected Assessed:** Projected total assessed valuation (AV) for all development at completion of project build out, anticipated for completion year noted above (per Financial Plan, with 2-year lag for AV realization):
- \$9,271,506 for Belford North
\$ 7,123,111 for Belford South
- Powers:** To provide the Public Improvements, including street improvements; storm drainage improvements; sanitary sewer improvements; water main improvements; and parks and open space improvements. The District is also authorized to own, operate and maintain Public Improvements not dedicated to the Town or other public entity.
- Improvement Costs:** \$45,354,646, total estimated improvement costs as listed in Exhibit D of the Service Plans, of which \$25,285,394 is for street improvements; \$8,955,236 is for storm drainage improvements; \$3,245,670 is for sanitary sewer improvements; \$3,991,197 is for water main improvements and \$3,877,149 is for parks and open space improvements.
- Debt Issuance:** While the Financial Plan indicates that the Districts' bonding capacity is projected to be approximately \$88,806,250 based on a par amount of \$71,045,000 as calculated pursuant to Section 9 of the Service Plans, the District is limited to debt issuance of no more than the Service Plans' debt limit of \$56,700,000.
- All Debt must meet statutory requirements.
- Debt Limit:** \$56,700,000
- Mill Levy:** 77 mills total, comprised of up to 57 mills for debt service (Maximum Debt Mill Levy), subject to a Mill Levy Adjustment (see comment 2); up to 10 mills for operations and maintenance (Operations and Maintenance Mill Levy); 5 mills for regional infrastructure (Infrastructure Capital Mill Levy), subject to a Mill Levy Adjustment; and 5 mills to be remitted to the Town (Town Capital and Maintenance Mill Levy), subject to a Mill Levy Adjustment, to be used for specified projects, including maintenance and operation of all roadways, storm sewer, and associated items constructed within Town right-of-way; maintenance and operation of regional roadways

serving the District; and maintenance and operation of all storm sewer, detention ponds, stream and channel improvements, and other stormwater conveyance infrastructure located on Town, HOA or District-owned property that is eligible for maintenance assistance through the Town's Stormwater Utility.

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 structures, the service plans propose a development fee of \$25,000 per SFE of water and/or wastewater demand (see comment 1).

Comments:

1. The proposed Service Plans and intergovernmental agreements generally conform to the Town's model service plan and IGA, with the exception of the continued assessment and collection of a development fee of \$25,000/\$20,000 rather than in the amounts of \$2,000/\$1,500 as stated in the model service plan. In approving the BSMD service plan in 2016, Town Council approved this authority and in 2018 approved similar authority for BNMD, with the fee being \$25,000/SFE (rather than per square foot). In addition, the Districts may collect a development fee from the Chambers Highpoint property to pay to finance the costs of Public Improvements, including extensions of water and wastewater infrastructure necessary to obtain service from Stonegate Village Metropolitan District.

2. The proposed Service Plans identify a Mill Levy Adjustment, which allows the mill levies to be adjusted (Gallagherized) using 2019 as the base year. Therefore, the current mill levy proposed for debt service is 57.398 mills.

RESOLUTION NO. 20-049, Series of 2020

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

WHEREAS, by Resolution No. 18-031, the Town Council of the Town of Parker approved the Service Plan for the organization of the Belford North Metropolitan District (“District”); and

WHEREAS, the District has filed a First Amended and Restated Service Plan (the “Service Plan”) in the office of the Town Clerk of the Town of Parker; and

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

WHEREAS, 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 the Code, and therefore, has determined to adopt a resolution of approval of the Service Plan for the District; and

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

WHEREAS, notice of the public hearing before the Town Council for its consideration of the Service Plan was duly published in the *Douglas County News-Press* on September 10, 2020, in accordance with the Special District Act, as evidenced by the Affidavit of Publication attached hereto as **Exhibit 2** and incorporated herein by reference; and

WHEREAS, in accordance with the Special District Act, notice of the hearing before the Town Council was also duly mailed by first class mail on September 14, 2020, to all property owners within the boundaries of the District and to interested persons, defined as follows: (1) the Colorado Division of Local Government; and (2) the governing body of any municipality or special district which has levied an ad valorem tax within the next preceding tax year, and which has boundaries within a radius of three miles of the District’s boundaries, as evidenced by the Certificate of Mailing of Notice of Hearing to Three Mile Radius Entities attached hereto as **Exhibit 3** and incorporated herein by reference; and

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

WHEREAS, pursuant to the provisions of the Special District Act and the Code, the Town Council held a public hearing on the Service Plan for the District on October 5, 2020; and

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

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

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

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

Section 3. 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 C.R.S. § 32-1-203 and the Code, as follows:

1. There continues to be sufficient existing and projected need for organized service in the area to be serviced by the District;
2. That the existing service in the area to be served by the District continues to be 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 Service Plan is in substantial compliance with the Town's master plan;
8. That the Service Plan 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 Service Plan is in substantial compliance with Sections 10.11.010, *et seq.*, of the 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.

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

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

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

RESOLVED AND PASSED this _____ day of _____, 2020.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

EXHIBIT 1

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

Prepared

by

Spencer Fane LLP
1700 Lincoln Street, Suite 2000
Denver, CO 80203

Original Service Plan Approved: March 19, 2018

First Amended and Restated Service Plan Approved: [insert date of approval]

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LIST OF EXHIBITS

EXHIBIT A	Legal Description
EXHIBIT B	Parker Vicinity Map
EXHIBIT C-1	Initial District Boundary Map
EXHIBIT C-2	Chambers Highpoint Property Legal Description
EXHIBIT C-3	Proof of Ownership and Consents for all Properties within District
EXHIBIT D	Capital Plan and Engineer's Opinion of Probable Cost
EXHIBIT E	Maps Depicting Public Improvements
EXHIBIT F	Financial Plan
EXHIBIT G	Indemnification Letters
EXHIBIT H	Intergovernmental Agreement

I. INTRODUCTION

A. Background

On March 19, 2018, by Resolution No. 18-031, the Town Council approved the original Service Plan (the “Original Service Plan”) for the District. The District was organized pursuant to an Order and Decree issued by the District Court of Douglas County on June 13, 2018, and recorded on June 21, 2018, at Reception No. 2018037564 of the County of Douglas, Colorado, real property records. This First Amended and Restated Service Plan (defined herein as the “Service Plan”) is intended to modify, replace, restate, and supersede the Original Service Plan in its entirety.

Concurrently with the submittal of this Service Plan, the Developer for the District has also submitted for Town approval a Second Amended and Restated Service Plan for the Belford South Metropolitan District (defined herein as “BSMD”). Together, the District and BSMD include the entirety of Project. It is anticipated that the District and BSMD will cooperate to provide the public improvements and services necessary to serve the Project. Further, it is anticipated that all of the Project’s residential property will be located within BSMD, and all of the Project’s non-residential property will be located within the District.

The District is requesting approval of this Service Plan to conform with the new Town model service plan, and to update the Financial Plan and Capital Plan to reflect current development plans, projections and cost estimates. This Service Plan shall amend and restate in its entirety the Original Service Plan.

B. 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 manner from the requirements of the Service Plan, Chapter 10.11 of the Town Code or the Intergovernmental Agreement. It is intended that the District will provide a part or all of the Public Improvements for the use and benefit of all anticipated inhabitants and taxpayers of the District. The primary purpose of the District will be to finance the construction of these Public Improvements.

This Service Plan is intended to accommodate the phasing of the Project and the infrastructure needs of each phase. It is contemplated, although not required, that the Districts will cooperate with each other on certain infrastructure that benefits the taxpayers and inhabitants of the Service Area, and that each of the Districts will additionally have its own particular infrastructure needs.

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

C. Need for the District.

There are currently no other governmental entities, including the Town, located in the immediate vicinity of the District 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. The District is therefore necessary in order for the Public Improvements required for the Project to be provided in the most economic manner possible.

D. 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 and Development Fees 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 commercial and residential properties, and the District shall be authorized to finance the Public Improvements that can be funded from these sources of repayment. The Infrastructure Capital Mill Levy and the Town Capital and Maintenance Mill Levy may also be pledged to the repayment of Debt, as set forth in the Intergovernmental Agreement. 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 this Service Plan to assure to the extent possible that no commercial or 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 in the form of the Maximum Debt Mill Levy 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 District 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 Service Area 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. The Compark Village South Filing No. 1 Minor Development Plat, approved by Town Council on September 19, 2016, and any amendments thereto, is an Approved Development Plan for purposes of this Service Plan.

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.

BSMD: means the Belford South Metropolitan District

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 District; (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 adjacent to and east of the Districts within the initial boundaries of Chambers Highpoint Metropolitan District Nos. 1 and 2, as described in **Exhibit C-2**.

Development Fee: means the one-time development or system development fee imposed by the District on a per-unit (*residential*) or per square-foot (*non-residential*) basis at or prior to the issuance of a certificate of occupancy for the 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 North Metropolitan District.

Districts: mean the Belford North Metropolitan District and the Belford South Metropolitan District.

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 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 approval of this Service Plan; (e) all proposed sources of revenue and projected District expenses, as well as the assumptions upon which they are based, for at least a ten-year period from the date of District 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 the District; (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 total authorized Debt for the District; (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.

Infrastructure Capital Mill Levy: means 5 mills that shall be levied by the District and either retained by the District or remitted to the Town (or a combination thereof) and used for the planning, design and construction of infrastructure that the Town determines is necessary or desirable in connection with the impacts of development in the District. The utilization of the Infrastructure Capital Mill Levy shall be determined in the Intergovernmental Agreement. The Infrastructure Capital Mill Levy shall be imposed by the District the first year the District certifies a debt service mill levy and shall be subject to the Mill Levy Adjustment.

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

Initial District Boundary Map: means the map attached hereto as **Exhibit C-1**, describing the District's initial boundaries.

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

Map Depicting Public Improvements: means the map attached hereto as **Exhibit E**, 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 Debt as set forth in Section VI.C below. The Maximum Debt Mill Levy shall be subject to the Mill Levy Adjustment.

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.

Mill Levy Adjustment: means, if, on or after January 1, 2019, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut

or abatement, the mill levy to which the Mill Levy Adjustment applies may be increased or decreased to reflect such changes, such increases and 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 applicable mill levy, as adjusted for changes occurring on or after January 1, 2019, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

Operation and Maintenance Mill Levy: means the maximum number of mills the District may levy, as set forth in the Intergovernmental Agreement, to pay for the costs of ongoing administrative, accounting and legal services to the District, and, if applicable, the costs of maintaining certain regional Public Improvements, as the same are identified in the Intergovernmental Agreement.

Project: means the development or property commonly referred to as Compark South.

Proof of Ownership: means a current title commitment showing ownership and all encumbrances on all properties within the Initial 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 Service Area as determined by the Board of the District.

Service Area: means the property within the Initial District Boundary Map and BSMD.

Service Plan: means this First Amended and Restated 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.

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 Capital and Maintenance Mill Levy: means 5 mills that shall be levied by the District and remitted to the Town and used for the construction and maintenance of infrastructure that the Town determines is necessary or desirable in connection with the impacts of development in the District. The utilization of the Town Capital and Maintenance Mill Levy shall be determined in the Intergovernmental Agreement. The Town Capital Maintenance Mill Levy shall be imposed by the District the first year the

District certifies a debt service mill levy and shall be subject to the Mill Levy Adjustment.

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 Initial District Boundaries includes approximately 65.48 acres. A legal description of the Initial District Boundaries is attached hereto as **Exhibit A**. A map of the Initial 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 Initial District Boundaries is attached hereto as **Exhibit C-3**. A vicinity map is attached hereto as **Exhibit B**. It is anticipated that the District's Boundaries may change from time to time as it undergoes inclusions and exclusions pursuant to Section 32-1-401, et seq., C.R.S., and Section 32-1-501, et seq., C.R.S., subject to the limitations set forth in Article V below.

IV. PROPOSED LAND USE/POPULATION PROJECTIONS/ASSESSED VALUATION

The Service Area consists of approximately 150 acres of undeveloped land. The current assessed valuation of the Districts 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 Districts at build-out is estimated to be approximately 1,112 persons based on an estimated 445 residential units and 2.5 persons per unit. The non-residential density of the Districts at build-out is estimated to be approximately 365,000 square feet.

Approval of this Service Plan by the Town does not imply approval of the development of a specific area within the Districts, 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 the development within the Project 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 an 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 the Intergovernmental Agreement, 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 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 an Approved Development Plan and to the extent such interests have not been acquired by the Town through such Approved 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 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. The District shall not impose a mill levy and then exclude property from its boundaries, unless the property is being included into BNMD.

8. Initial Debt Limitation. On or before the effective date of approval of an Approved Development Plan, the District shall not: (a) issue any Debt; nor (b) impose the Maximum Debt Mill Levy; nor (c) 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 (d) impose or collect any fees or revenues from any other source for the purpose of repayment of Debt.

9. Total Debt Issuance Limitation. The Districts shall not issue Debt in excess of \$56,700,000 total aggregate principal amount, provided that such limitation shall not be applicable to refunding Bonds issued by either of the Districts to refund outstanding Debt. The foregoing figure is the product of: (a) the bonding capacity of the Districts, which was derived using the following assumptions: (i) the interest rate is not less than 150 basis points more than the 30 Year AAA MMD Index (as of the date of the submission of the Service Plan); (ii) inflation on completed structures does not exceed a 4% biennial growth rate; (iii) the bonds amortize over a period of 40 years; (iv) debt service coverage is no less than 100%; and (v) the levying by each of the Districts of 57 mills for the Maximum Debt Mill Levy, 5 mills for the Infrastructure Capital Mill Levy, and 5 mills for the Town Capital and Maintenance Mill Levy; and (b) 125%; adjusted to take into consideration the estimated cost of the Public Improvements

as set forth in the Capital Plan. The Districts shall not issue Debt in excess of the foregoing Debt limitation notwithstanding the Districts' total bonding capacity analysis set forth in the Financial Plan, which analysis utilizes the above assumptions but does not take into consideration the estimated cost of the Public Improvements. The Districts shall allocate the Debt among themselves in an intergovernmental agreement and shall provide a copy of such intergovernmental agreement and any subsequent amendments thereto to the Town. The Debt limitation shall not apply to either of the Districts' pledge of its property tax or specific ownership tax revenues derived from their respective mill levies to the other of the Districts.

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 or 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 where the revenue pledged to such bonds is derived from fees, 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. Bonds issued by the District to which another district has pledged toward the repayment of such bonds its property taxes and/or specific ownership taxes derived from a mill levy or other source of revenue, and bonds secured in part by Development Fee revenues, shall not be considered revenue bonds under this Section.

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 Project, 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.

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 Service Area of the District and the Chambers Highpoint Property and, to the extent necessary to improve adjacent streets and connect Public Improvements to existing infrastructure, without the boundaries of the District, 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 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 D**. Maps Depicting Public Improvements are attached hereto as **Exhibit E**. 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 Districts is approximately \$45,354,646. Costs of required Public Improvements that cannot be financed by the District within the parameters of this Service Plan and the financial capability of the District are expected to be financed by the developer of the Project.

The District shall be permitted to allocate costs between such categories of the Public Improvements as deemed necessary in its discretion.

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 District 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 D** assume construction to applicable standards and specifications of the Town and state and federal requirements.

C. Cooperation Among the Districts.

It is anticipated that the Districts, collectively, may undertake the financing and construction of certain of the Public Improvements contemplated herein. Specifically, the District may enter into one or more intergovernmental agreements with BSMD (subject to Town review and approval in accordance with Section X herein), which intergovernmental agreement(s) may govern the relationships between and among the Districts with respect to the financing, construction and operation of the Public Improvements. The District may establish a mechanism whereby any one or more of the Districts may separately or collectively fund, construct, install and operate the Public Improvements.

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 Project 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 total combined Debt that the Districts shall be permitted to issue shall not exceed \$56,700,000 in aggregate principal amount. Debt is permitted to be issued on a schedule and in such year or years as the District determines shall meet the needs of the Capital Plan referenced above and the progression of the development, subject to compliance with this Service Plan. The \$56,700,000 that the Districts shall be permitted to issue is supported by the Financial Plan prepared by D.A. Davidson & Co., attached hereto as **Exhibit F**. D.A. Davidson & Co. shall attach a certification to the Financial Plan, certifying that based upon the assumptions contained therein and D.A. Davidson & Co.'s 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 fifty-seven (57) mills less the number of mills necessary to pay unlimited mill levy Debt described in Section VI.C.2 below, subject to the Mill Levy Adjustment. As of the date of this Service Plan, the Mill Levy Adjustment allows for a Maximum Debt Mill Levy of 57.398 mills (taking into consideration the current residential assessment rate of 7.15%). Except for permitted Mill Levy Adjustments, 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.

D. Maximum Debt Mill Levy Imposition Term.

The District shall not impose the Maximum Debt Mill Levy for repayment of any and all Debt (or use the proceeds of the Maximum Debt Mill Levy for repayment of Debt) on any single property developed for residential uses which exceeds forty (40) years after the year of the initial imposition of such Maximum Debt 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. Operation and Maintenance Mill Levy.

The District shall be permitted to levy up to 10 mills, subject to the Mill Levy Adjustment, for the purpose of paying for the costs of ongoing administrative, accounting and legal services to the District, and, if applicable, the costs of maintaining certain regional Public Improvements, as the same are identified in the Intergovernmental Agreement.

The estimated cost of engineering services, legal services and administrative services spent by the District to the date of this Service Plan, together with the estimated costs of the District's organization and initial operations, are anticipated to be approximately \$150,000, which will be eligible for reimbursement from Debt proceeds. The first year's operating budget for the District following the Town's approval of the Service Plan is estimated to be \$100,000, which is anticipated to be derived from property taxes and other revenues, including developer advances. The District shall maintain, from revenues derived from the Operation and Maintenance Mill Levy and other legally available revenues authorized under this Service Plan, sufficient funds to pay the District's operating costs.

F. Infrastructure Capital Mill Levy and Town Capital and Maintenance Mill Levy.

The District shall levy the Infrastructure Capital Mill Levy and the Town Capital and Maintenance Mill Levy the first year the District certifies the Maximum Debt Mill Levy, and the

Infrastructure Capital Mill Levy and the Town Capital and Maintenance Mill Levy shall both be subject to the Mill Levy Adjustment.

The Infrastructure Capital Mill Levy shall be levied by the District and either retained by the District or remitted to the Town (or a combination thereof) and used for the planning, design and construction of infrastructure that the Town determines is necessary or desirable in connection with the impacts of development in the District, as set forth in the Intergovernmental Agreement. Likewise, the Town Capital and Maintenance Mill Levy shall be levied by the District and remitted to the Town and used for capital costs or for the maintenance of infrastructure that the Town determines is necessary or desirable in connection with the impacts of development in the District, also as set forth in the Intergovernmental Agreement.

The requirement that the District impose the Infrastructure Capital Mill Levy and the Town Capital and Maintenance Mill Levy shall exist for the duration of the life of the District.

G. Debt Repayment Sources.

The District may impose the Maximum Debt Mill Levy on taxable property within its boundaries as a primary source of revenue for repayment of debt service. 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.

Subject to the terms of the Intergovernmental Agreement, the District may also utilize the Infrastructure Capital Mill Levy and the Town Capital and Maintenance Mill Levy for the repayment of debt service.

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 water and wastewater 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 for such use(s).

The Development Fee set forth in this Service Plan may increase by up to the Consumer Price Index for Denver-Boulder, all items, all urban consumers (or its successor index for any years for which Consumer Price Index is not available) each year thereafter (as an inflation adjustment) commencing on January 1, 2019 . In addition, should the Town’s Model

Service Plan be amended to allow for an increase in such Development Fees beyond those set forth above, such increase in Development Fees shall apply to the District. 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 to be a material modification hereof.

H. 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.

I. 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.

J. 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.

K. 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 1st of each calendar year, 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. The Districts may file a combined report. The District shall not be required to file an annual report if the District is inactive pursuant to Section 32-1-104, C.R.S.

B. Reporting of Significant Events.

The annual report shall include the following:

1. A list of public infrastructure the District constructed or installed during the report year, and a schedule for the construction or installation of future public infrastructure, as well as any maintenance operations or activities the District has undertaken during the report year and maintenance operations or activities the District plans to undertake in the upcoming 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 and commercial 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.

12. A copy of any intergovernmental agreements entered into by the District since the filing of the last annual report.

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 a petition 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, if applicable, as well as the Operation and Maintenance Mill Levy, the Infrastructure Capital Mill Levy and the Town Capital and Maintenance Mill Levy. 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 within 30 days of the Town's approval of the Service Plan.

There is attached hereto as **Exhibit G** the Project 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 G** the form of a District Indemnification Letter. The District shall approve and execute the Indemnification Letter at its first Board meeting after Town approval of

the Service Plan, in the same form as the Indemnification Letter set forth in **Exhibit G** 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 H**. The District shall approve and execute the Intergovernmental Agreement at its first Board meeting after Town approval of the Service Plan, 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.

Other than the intergovernmental agreements referenced in this Section and the intergovernmental agreements referenced in Section V(C) above, no intergovernmental agreements between the District and any other government are currently anticipated. Any intergovernmental agreement proposed regarding the subject matter of this Service Plan shall be subject to review by the Town prior to its execution by the District. Such Town review shall be with reference to whether the intergovernmental agreement is in compliance with the Service Plan, the Intergovernmental Agreement, and the terms of the Approved Development Plan or other instrument related to the Public Improvements. After submission of the proposed intergovernmental agreement in substantially final form to Town staff, the Town will notify the Districts within thirty (30) calendar days whether the intergovernmental agreement constitutes a material modification of the Service Plan necessitating an amendment in accordance with Section 32-1-207(2)(a), C.R.S. If the Town does not notify the District within such thirty (30) days, the proposed intergovernmental agreement shall be deemed not to be a material modification of 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 V(C), 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 the 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 as set forth above.

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 limited 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

Legal Descriptions

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 • Landscape Architects • Planners

BELFORD NORTH METROPOLITAN DISTRICT	
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO	
DISTRICT FORMATION	
PROJ. MGR.: <u>BJP</u>	SHEET
DRAWN BY: <u>GDP</u>	1 OF 5
DATE: <u>06/29/17</u>	00C.LCPKC3.06
SCALE: <u>N/A</u>	

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



Manhard

CONSULTING LTD

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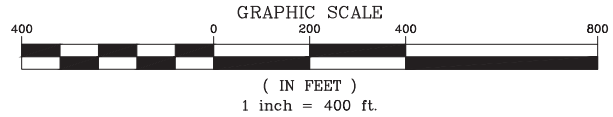
BELFORD NORTH METROPOLITAN DISTRICT	
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO	
DISTRICT FORMATION	
PROJ. MGR.: <u>BJP</u>	SHEET
DRAWN BY: <u>GDP</u>	2 OF 5
DATE: <u>06/26/17</u>	
SCALE: <u>N/A</u>	
00C.LCPKC3.06	

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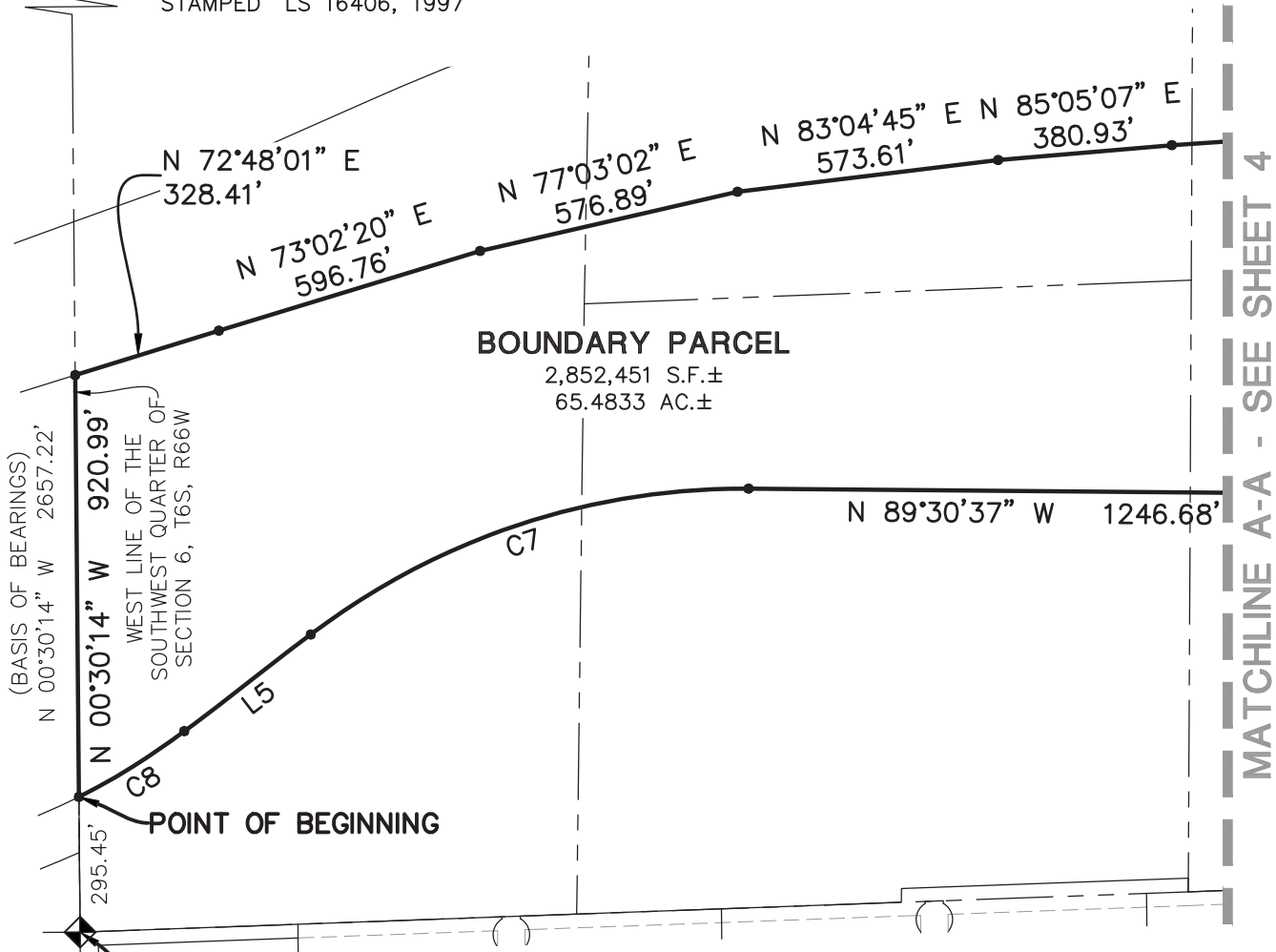
EXHIBIT A

BELFORD NORTH METROPOLITAN DISTRICT

LGID NO. _____



WEST QUARTER CORNER SECTION 6, T6S, R66W
FOUND NO. 6 REBAR W/3.25" ALUMINUM CAP
STAMPED "LS 16406, 1997"



POINT OF COMMENCING
SOUTHWEST CORNER SECTION 6, T6S, R66W
FOUND NO. 5 REBAR W/2" ALUMINUM CAP
STAMPED "LS 28286, 2001"

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
DRAWN BY: BJP
DATE: 06/29/17
SCALE: 1" = 400'

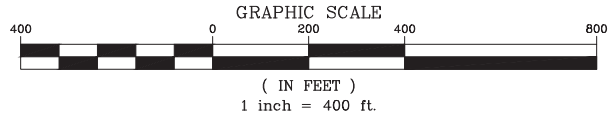
SHEET
3 OF 5
00C.LCPKC3.06

6/29/2017 12:43 PM Dwg Name: P:\C\c\pkc3\ComSouth06-District Formation\dwg\Surv\Exhibits_Surv\00C.LCPKC3.06-SL3.dwg Updated By: BPfohl

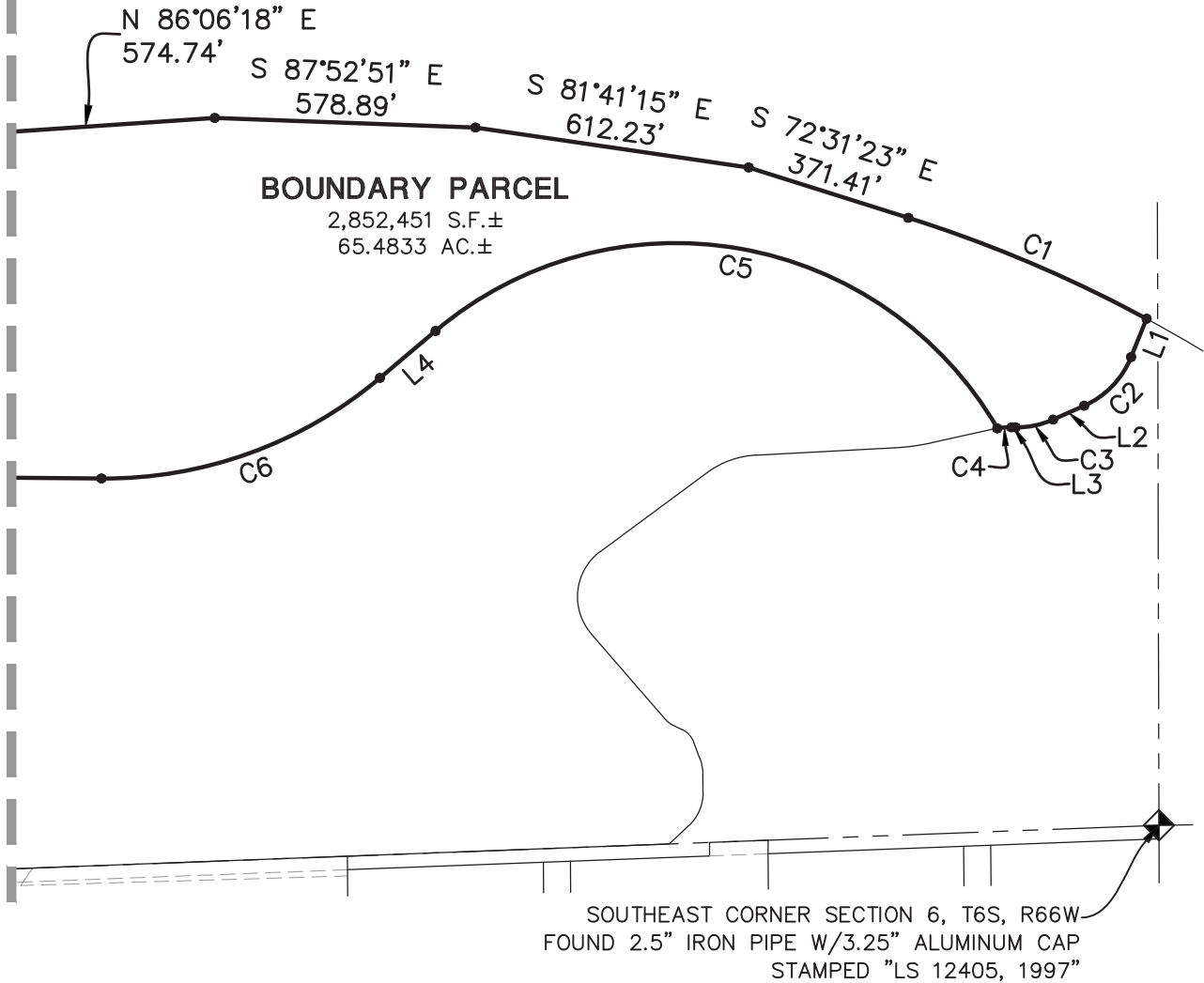
EXHIBIT A

BELFORD NORTH METROPOLITAN DISTRICT

LGID NO. _____



MATCHLINE A-A - SEE SHEET 3



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
DRAWN BY: BJP
DATE: 06/29/17
SCALE: 1" = 400'

SHEET
4 OF **5**
00C.LCPKC3.06

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

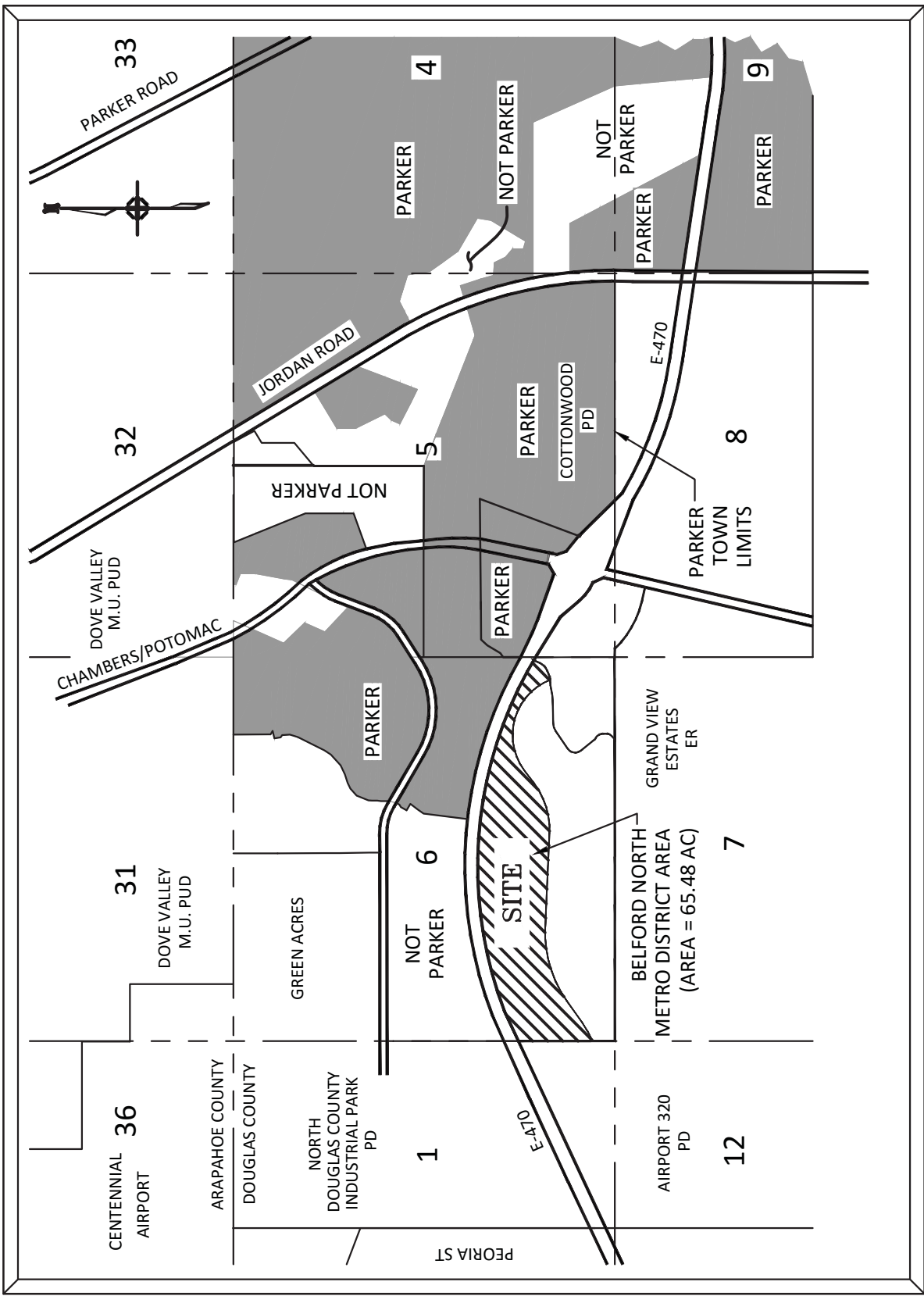
5 OF **5**

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

Initial District Boundary Map

EXHIBIT C-1 BELFORD NORTH METROPOLITAN DISTRICT DISTRICT BOUNDARY MAP

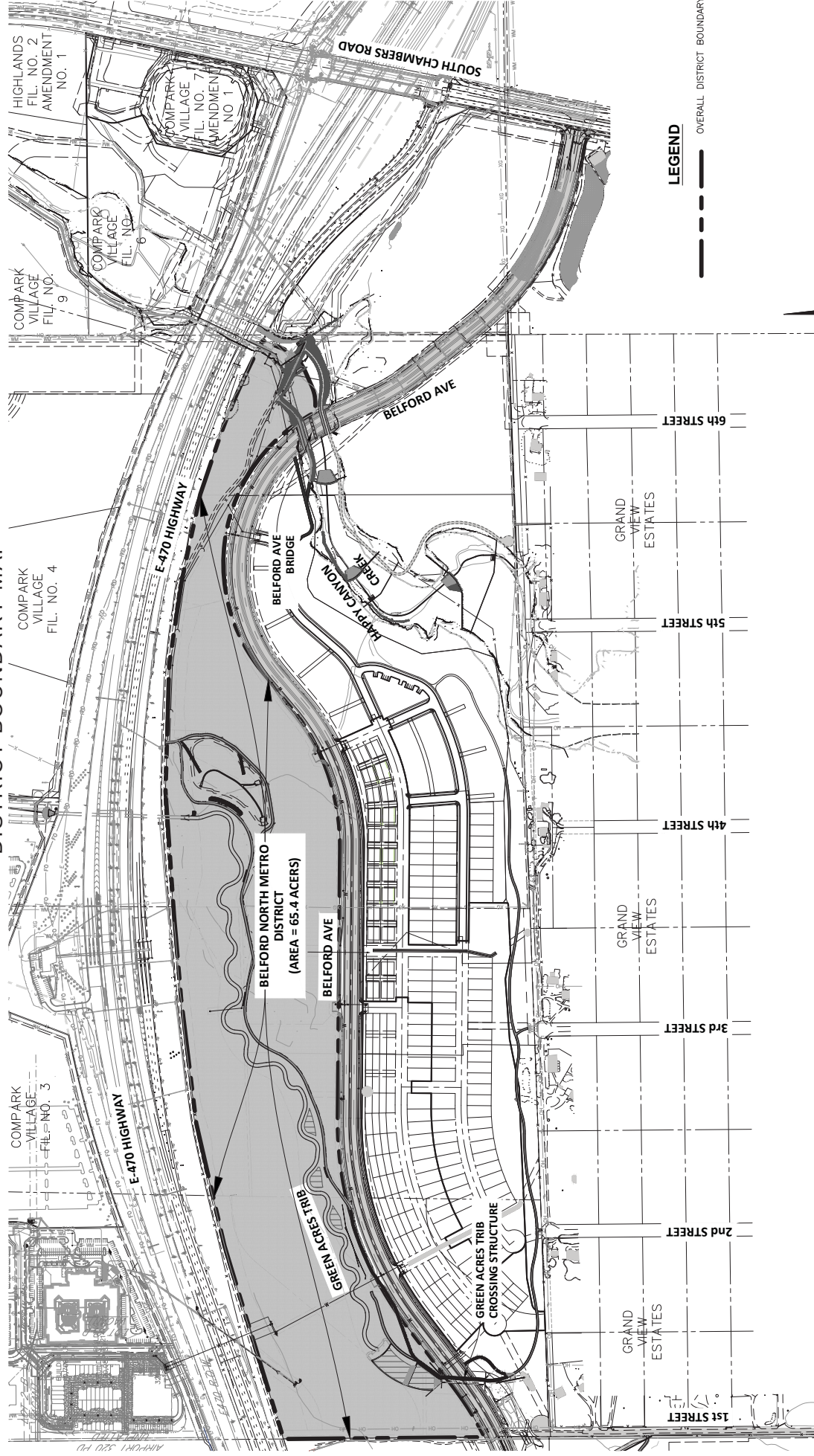


EXHIBIT C-2

Chambers Highpoint Property Legal Description

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

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

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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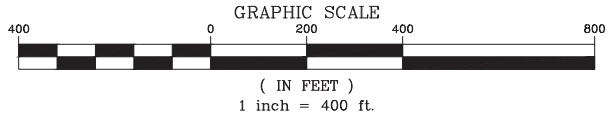
BELFORD NORTH METROPOLITAN DISTRICT
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO

PROJ. MGR.: BJP
DRAWN BY: BJP
DATE: 06/30/17
SCALE: N/A

SHEET
3 OF 5
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CHAMBERS HIGH POINT MD NOS. 1 & 2 DISTRICT BOUNDARIES

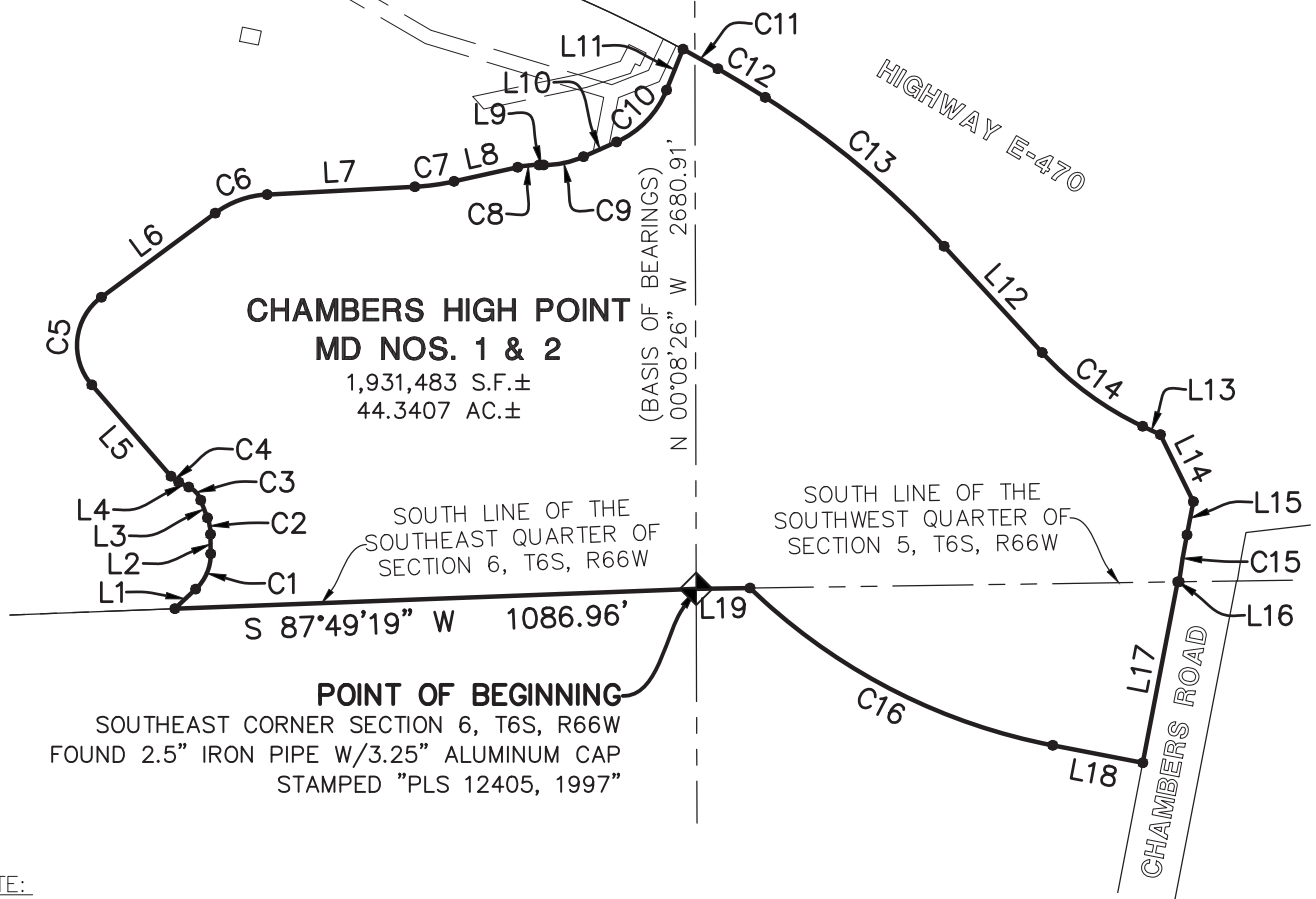
LGID NO. _____



EAST QUARTER CORNER SECTION 6, T6S, R66W
FOUND 1.75" IRON PIPE W/3.25" ALUMINUM CAP
STAMPED "RLS 10377, 1993"

EAST LINE OF THE
SOUTHEAST QUARTER OF
SECTION 6, T6S, R66W

WEST LINE OF THE
SOUTHWEST QUARTER OF
SECTION 5, T6S, R66W



CHAMBERS HIGH POINT

MD NOS. 1 & 2

1,931,483 S.F.±
44.3407 AC.±

POINT OF BEGINNING

SOUTHEAST CORNER SECTION 6, T6S, R66W
FOUND 2.5" IRON PIPE W/3.25" ALUMINUM CAP
STAMPED "PLS 12405, 1997"

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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SHEET
4 OF **5**
00C.LCPKC3.06

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 C-3

Proof of Ownership and Consents for all Properties within District

Town of Parker
20120 E. Mainstreet
Parker, CO 80138-7334

Re: **First Amended and Restated Service Plan for Belford North Metropolitan District and Second Amended and Restated Service Plan for Belford South Metropolitan District**

To Whom It May Concern:

470 Compark LLC, a Colorado limited liability company, is the sole owner of the property described in Exhibit A hereto, which constitutes all of the property currently located within the boundaries of the Belford North Metropolitan District and the Belford South Metropolitan District. By way of this letter, 470 Compark LLC hereby consents to the proposed First Amended and Restated Service Plan for Belford North Metropolitan District and the proposed Second Amended and Restated Service Plan for Belford South Metropolitan District.

470 Compark LLC,
a Colorado limited liability company

By: Thomas C. Triplett
Name: Thomas C. Triplett
Title: Manager

State of Kansas)
County of Sedgwick) ss.

The foregoing was acknowledged before me this 29th day of July, 2020, by Thomas C. Triplett, as Manager of 470 Compark LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: March 10, 2021

(SEAL)

Kathryn R. Newsom
Notary Public





ONE REPORT

To: SPENCER FANE LLP

Date Ordered: 07-29-2020

Attn: TOM GEORGE

Order Number 848501

Fax:

Phone: 303-839-3703

Address: VACANT LAND PARKER, CO 00000

County: DOUGLAS

LEGAL DESCRIPTION

SEE DEED FOR FULL LEGAL DESCRIPTION.

OWNERSHIP & ENCUMBRANCES

Certification Date: 07-23-2020

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: SHANON BLANKENSHIP
Land Title
Property Resource Specialist
Email: sblankenship@ltgc.com
Phone: 303-850-4103
Fax:

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:
SPENCER FANE LLP
TOM GEORGE

Reference: VACANT LAND PARKER, CO 00000

Attached are the additional documents you requested:

Doc Type

Recorded

Reception#/BookPage

SHANON BLANKENSHIP

Land Title

Property Resource Specialist

Email: sblankenship@ltgc.com

Phone: 303-850-4103

Fax:

ADD . DOCS 848501



OFFICIAL RECORDS
DOUGLAS COUNTY CO
CAROLE R. MURRAY
CLERK & RECORDER
RECORDING FEE: \$61.00
6 PGS

2005083843
09/02/2005 12:30 PM

2005083843 8 PGS

Please return to:
David Murray, Esq.
Murray Liet + Lippitt
1228 15th Street, #201
Denver, CO 80202

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. 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°41'31" 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 153.34 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°57'51", 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°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 THERE TO:

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 B-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 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, 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

Capital Plan and Engineer's Opinion of Probable Cost

MEMO

To: Town of Parker

From: Rick Moore, PE

Date: August 28, 2020

Re: Belford North & Belford South Service Plan

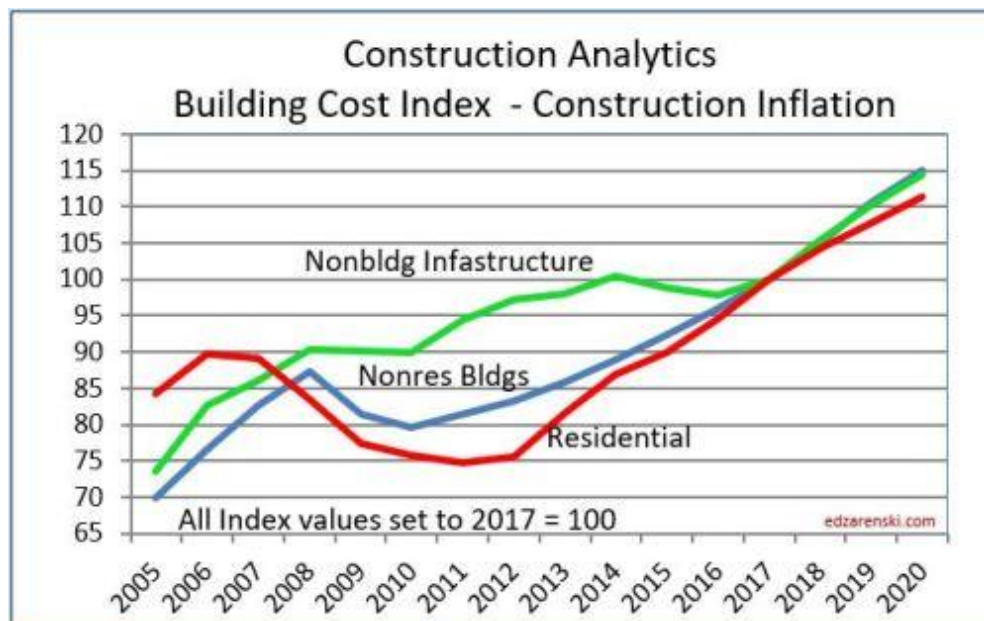
The following table represents the public improvements that are additions to the Belford North & Belford South Metropolitan Districts. These additions to the Service Plan represent the public infrastructure required to service the land uses as identified in the Compark Village Planned Development – Fifth Amendment as recorded on June 6, 2017 under recording number 2017037730.

Original Service Plan Improvements which experienced increase in Scope of Work	
Belford Ave Segment B -Phase 1	Cost increase due to change in scope
Happy Canyon Bridge	Cost increase due to change in scope
Belford Ave – Segment C.2	Cost increase due to change in scope
Town of Parker Green Acres Tributary Improvements (98% EOPC)	Parker/Mile High Flood District Channel Improvement Project
Additional Public Improvements (Not included in Original Service Plan)	
Filing 2 Subdivision	Infrastructure serving 93 SF lots
Filing 2 Amendment #1 Subdivision	Infrastructure serving 99 SF lots
Future Filing 3– Tract G SFD Lots	Infrastructure serving 33 SF lots
Future Filing 3 – Tract G MF (up to 300 units)	Infrastructure serving up to 300 MF units
First Street Improvements (Douglas County)	Street Improvements providing Life /Safety secondary access to Compark
Offsite E470 Water Bore	Infrastructure to provide water looping
Offsite Sanitary Sewer (Compark Filing 8)	Infrastructure to provide sanitary sewer outfall

Please see the Service Plan Cost Comparison spreadsheet attached to this document for details.

An Engineers Opinion of Probable Cost has been prepared for conceptual roadway, drainage, water and sanitary sewer plans as well as concepts for future development on the Compark South property. The EOPC and Construction documents are predicated upon the engineering standards and specifications for each of the respective jurisdictions.

Since the Service Plan was originally completed in 2018, construction costs for material and skilled labor continue to rise per year as shown in the chart below from Construction Analytics.



Non-building infrastructure (Green Line) as publicized in the index for 2017 to be 100 while the 2020 cost index is shown as 115 for an average of 15% increase for costs in the last 3 years nationwide.

Accordingly, the anticipated unit costs as set forth in the original Service Plan have seen an increase of a minimum of 10%-15% for non-building infrastructure.

Service Plan Cost Comparison - Original Service Plan v Amended Service Plan
(Half Section Cordillera, Phased Compark to Chambers)

A.	Original Service Plan Improvements - Current Costs v. Prior Costs	Current Service Plan Cost	Old Service Plan Cost	Cost Difference	Percent Change	Notes:
1	Belford Ave - Segment A (Peoria Street to Town of Parker Limit, +/- 3,133 L.F.) - Phase 1	\$3,914,897	\$4,136,349	-\$221,452	-5.35%	
2	Belford Ave - Segment B (Town of Parker Limit to Third Residential Entrance, +/- 3,418 L.F.) - Phase 2	\$2,200,875	\$1,920,822	\$280,053	14.58%	Cost increase due to 2020 contractor bid prices.
3	Belford Ave - Segment C.1 (Third Residential Entrance to Happy Canyon Bridge, +/- 1,580 L.F.) - Phase 1	\$1,617,353	\$1,685,350	-\$67,997	-4.03%	
4	Happy Canyon Creek Improvements	\$1,651,024	\$1,559,844	\$91,180	5.85%	Cost increase due to 2020 contractor bid prices.
5	Belford Ave - Segment C.1 (Third Residential Entrance to Happy Canyon Bridge, +/- 1,580 L.F.) - Phase 2	\$1,038,023	\$893,743	\$144,280	16.14%	Cost increase due to 2020 contractor bid prices.
6	Green Acres Tributary	\$5,124,214	\$4,284,113	\$840,101	19.61%	Cost increase due to 2020 contractor bid prices.
7	Water Improvements Filing 1	\$1,471,232	\$1,137,505	\$333,727	29.34%	Cost increase due to 2020 contractor bid prices.
8	Sanitary Improvements Filing 1	\$1,099,654	\$713,770	\$385,884	54.06%	Cost increase due to 2020 contractor bid prices.
9	Landscape Improvements	\$3,877,149	\$3,048,771	\$828,378	27.17%	Cost increase due to 2020 contractor bid prices.
	SUBTOTAL	\$21,994,421	\$19,380,267	\$2,614,154	13.49%	
B.	Original Service Plan Improvements Which Experienced Increases in Scope of Work					
10	Belford Ave - Segment B (Town of Parker Limit to Third Residential Entrance, +/- 3,418 L.F.) - Phase 1	\$5,935,887	\$3,171,493	\$2,764,394		Cost increase due to change in scope: offline detention pond, 1,026 lf of 60" RCP, box base manholes, addition of GAT grading, include arch structure and associated retaining walls.
11	Happy Canyon Creek Bridge	\$2,179,998	\$1,440,558	\$739,440		Cost increase due to change in scope: include 65% of bridge cost to cover entire superstructure and 1/2 deck plus price increase. Original cost accounted for 1/2 of entire bridge.
12	Belford Ave - Segment C.2 (Happy Canyon Bridge to Chambers Road, +/- 1,825 L.F.)	\$2,166,334	\$1,665,870	\$500,464		Cost increase due to additional storm sewer infrastructure (detention/water quality pond) and additional improvements at Chambers/E470 intersection
	SUBTOTAL	\$10,282,219	\$6,277,921	\$4,004,298		
C.	Additional Public Improvements (Not Included in Original Service Plan)					
13	Filing 2 Subdivision	\$4,358,033	\$0	\$4,358,033		
14	Filing 2 Amendment #1 Subdivision	\$3,118,792	\$0	\$3,118,792		
15	Future Filing 3 - Tract G SFD Lots	\$3,059,307	\$0	\$3,059,307		
16	Future Filing 3 - Tract G MF (Up to 300 Units)	\$735,336	\$0	\$735,336		
17	First Street Improvements (Douglas County)	\$531,647	\$0	\$531,647		
18	Offsite E-470 Water Bore	\$728,874	\$0	\$728,874		Cost based upon actual 2020 construction contract.
19	Offsite Sanitary Sewer (Compark Filing No. 8)	\$546,017	\$0	\$546,017		Cost based upon actual completed 2020 construction cost.
	SUBTOTAL	\$13,078,006	\$0	\$13,078,006		

* Changes in costs from original service plan derived from spring 2020 contractor bids.

GRAND TOTAL \$45,354,645 \$25,658,187 \$19,696,458

August 28, 2020

Mr. Tom George
Spencer Fane LLP
1700 Lincoln Street, Suite 200
Denver, CO 80203

**RE: Belford South & Belford North Metropolitan Districts
Engineer's Opinion of Probable Costs Certification Letter**

Dear Tom:

This letter is in regard to the public infrastructure costs associated with the Compark South development. 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, Mile High Flood Control District, and the Stonegate Water and Sanitation District. The prepared opinion of probable cost represents the engineer's 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



Rick Moore, P.E.
For and On Behalf of Manhard Consulting, Ltd.

Cc: Tom Williams, PE, Town of Parker Engineering and Stormwater Division
Andy Klein, Westside Investment
Larry Jacobson/Matt Osborn, Front Range Communities

Belford South Metropolitan District (BSMD) & Belford North Metropolitan District (BNMD)
Engineer's Estimate of Probable Costs

TOTAL COST SUMMARY

Prepared: August 28, 2020

Summary Description	BSMD Subtotal	BNMD Subtotal	Total Item Cost
<u>STREET IMPROVEMENT COSTS:</u>	\$17,981,184	\$7,304,210	\$25,285,394
<u>STORM DRAINAGE IMPROVEMENT COSTS:</u>	\$5,014,932	\$3,940,304	\$8,955,236
<u>SANITARY SEWER IMPROVEMENT COSTS:</u>	\$2,521,575	\$724,095	\$3,245,670
<u>WATER MAIN IMPROVEMENT COSTS:</u>	\$3,023,150	\$968,047	\$3,991,197
<u>PARK AND OPEN SPACE IMPROVEMENT COSTS:</u>	\$2,776,914	\$1,100,236	\$3,877,149
<u>TOTAL</u>	\$31,317,755	\$14,036,891	\$45,354,646

Assumptions:

- 1) Segment A - Phase 2 North lanes across Cordillera Included.
- 2) GAT Landscaping (THK) zeroed out in estimate. This will be included with the GAT number from the Town and MFCD.
- 3) Remaining landscaping prepared by THK was increased by 20% to account for market increase from the original estimate date
- 4) Segment C.2 - North lanes across Chambers Highpoint were not included in estimate.
- 5) Streetscape is included in Street Cost not Landscape Tab.

Compark Village South, Filing No. 1
Cost Split Summary
(Half Section Cordillera, Phased Compark to Chambers)

September 2, 2020

September 2, 2020

Item Number	Item Description	Subtotal	BSMD Responsibility	BNMD Responsibility
			Amount	Amount
STREET & DRAINAGE IMPROVEMENT COSTS				
1	Belford Ave - Segment A (Peoria Street to Town of Parker Limit, +/- 3,133 L.F.) - Phase 1	\$3,914,897	\$2,953,146	\$961,751
2	Belford Ave - Segment B (Town of Parker Limit to Third Residential Entrance, +/- 3,418 L.F.) - Phase 1	\$5,935,887	\$4,124,266	\$1,811,621
3	Belford Ave - Segment B (Town of Parker Limit to Third Residential Entrance, +/- 3,418 L.F.) - Phase 2	\$2,200,875	\$155,148	\$2,045,728
4	Belford Ave - Segment C.1 (Third Residential Entrance to Happy Canyon Bridge, +/- 1,580 L.F.) - Phase 1	\$1,617,353	\$1,256,941	\$360,412
5	Belford Ave - Segment C.1 (Third Residential Entrance to Happy Canyon Bridge, +/- 1,580 L.F.) - Phase 2	\$1,038,023	\$100,436	\$937,587
6	Belford Ave - Segment C.2 (Happy Canyon Bridge to Chambers Road, +/- 1,825 L.F.) - CHP Phase 1	\$2,166,334	\$1,213,147	\$953,187
7	Filing No. 2 Roadway and Drainage Improvements	\$5,312,998	\$5,312,998	\$0
8	Tract G (Filing No. 3) Roadway and Drainage Improvements	\$2,567,380	\$2,567,380	\$0
9	First Street Improvements	\$531,647	\$297,722	\$233,925
Subtotal		\$25,285,394	\$17,981,184	\$7,304,210
GREEN ACRES TRIBUTARY				
10	Green Acres Tributary MHFD (MHFD Estimate)	\$5,124,214	\$2,869,560	\$2,254,654
Subtotal		\$5,124,214	\$2,869,560	\$2,254,654
HAPPY CANYON CREEK				
11	Happy Canyon Creek Bridge - Phase 1 (Superstructure + 1/2 Deck)	\$2,179,998	\$1,220,799	\$959,199
12	Happy Canyon Creek Improvements	\$1,651,024	\$924,573	\$726,450
Subtotal		\$3,831,022	\$2,145,372	\$1,685,649
WATER MAIN IMPROVEMENT COSTS				
13	Filing No. 1 Water Improvements (Including E-470 Bore)	\$2,200,106	\$1,232,059	\$968,047
14	Filing No. 2 Water Improvements	\$1,150,448	\$1,150,448	\$0
15	Tract G (Filing No. 3) Water Improvements	\$640,643	\$640,643	\$0
Subtotal		\$3,991,197	\$3,023,150	\$968,047
SANITARY IMPROVEMENT COSTS				
16	Filing No. 1 Sanitary Improvements	\$1,645,671	\$921,576	\$724,095
17	Filing No. 2 Sanitary Improvements	\$1,013,379	\$1,013,379	\$0
18	Tract G (Filing No. 3) Sewer Improvements	\$586,620	\$586,620	\$0
Subtotal		\$3,245,670	\$2,521,575	\$724,095
Utility Subtotal		\$7,236,867	\$5,544,725	\$1,692,142
PARK AND OPEN SPACE IMPROVEMENT COSTS				
17	Landscape Improvements	\$3,727,071	\$2,626,836	\$1,100,236
18	Fence	\$150,078	\$150,078	\$0
Subtotal		\$3,877,149	\$2,776,914	\$1,100,236
GRAND TOTALS		\$45,354,646	\$31,317,755	\$14,036,891

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 May 2020 and TTG, latest revision dated November 2017

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

September 2, 2020

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	\$2.64	\$71,159	56%	\$39,849	44%	\$31,310
	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	\$2.20	\$22,183	56%	\$12,422	44%	\$9,760
3	Surface Roughening	13	AC	\$110.00	\$1,375	56%	\$770	44%	\$605
4	Vehicle Tracking Control	1	Each	\$3,520.00	\$3,520	56%	\$1,971	44%	\$1,549
5	Concrete Washout Area	1	Each	\$1,045.00	\$1,045	56%	\$585	44%	\$460
6	Stabilized Staging Area	1	Each	\$1,796.85	\$1,797	56%	\$1,006	44%	\$791
7	Portable Toilet Protection	1	Each	\$0.00	\$0	56%	\$0	44%	\$0
8	Debris and Trash Control	50	HR	\$82.50	\$4,125	56%	\$2,310	44%	\$1,815
9	Temporary Sediment Basin	2	Each	\$2,500.00	\$5,000	56%	\$2,800	44%	\$2,200
10	Check Dam	325	L.F.	\$60.50	\$19,663	56%	\$11,011	44%	\$8,652
11	Inlet Protection	4	Each	\$396.00	\$1,584	56%	\$887	44%	\$697
12	Rock Sock	2	Each	\$44.55	\$89	56%	\$50	44%	\$39
13	Sediment Control Log	3,150	L.F.	\$3.30	\$10,395	56%	\$5,821	44%	\$4,574
14	Silt Fence (4,610 L.F. for Temp Access)	10,150	L.F.	\$1.49	\$15,073	56%	\$8,441	44%	\$6,632

SUBTOTAL \$157,006 \$87,924 \$69,083

II. STORM SEWER SYSTEM IMPROVEMENTS**A. Storm Laterals - Belford Ave**

1	Type-R Inlet - 10'	3	Each	\$9,048.98	\$27,147	56%	\$15,202	44%	\$11,945
2	Type-R Inlet - 15'	1	Each	\$10,288.00	\$10,288	56%	\$5,761	44%	\$4,527
3	36" RCP	279	L.F.	\$114.79	\$32,027	56%	\$17,935	44%	\$14,092
4	42" RCP	110	L.F.	\$160.67	\$17,673	56%	\$9,897	44%	\$7,776
5	36" FES w/ Cutoff Wall	2	Each	\$3,257.78	\$6,516	56%	\$3,649	44%	\$2,867

SUBTOTAL \$93,651 \$52,444 \$41,206

B. East Water Quality Pond (Cordillera)

1	Type M Soil Rip Rap (at Overflow Weir)	323	C.Y.	\$83.93	\$27,109	56%	\$15,181	44%	\$11,928
2	Concrete Trickle Channel (4' Wide x 6" Deep)	80	L.F.	\$49.28	\$3,942	56%	\$2,208	44%	\$1,735
3	14' Maintenance Trail (8" Thick Crushed Granite)	85	L.F.	\$18.14	\$1,542	56%	\$864	44%	\$678
4	14' Maintenance Trail (12" Thick Crushed Granite)	23	L.F.	\$27.19	\$625	56%	\$350	44%	\$275
5	Reinforced Concrete Forebay (13' x 18')	1	Each	\$4,580.18	\$4,580	56%	\$2,565	44%	\$2,015
6	Outlet Structure (Structure, Initial Surcharge, Micropool, WQ Plate)	1	Each	\$12,172.25	\$12,172	56%	\$6,816	44%	\$5,356
7	18" RCP	64	L.F.	\$57.72	\$3,694	56%	\$2,069	44%	\$1,625
8	18" FES w/ Cutoff Wall	1	Each	\$1,860.19	\$1,860	56%	\$1,042	44%	\$818
9	Type L Rip-Rap Low Tailwater Basin	8	C.Y.	\$71.94	\$576	56%	\$322	44%	\$253
10	Concrete Emergency Overflow Weir	1	Each	\$6,094.52	\$6,095	56%	\$3,413	44%	\$2,682
11	Detailed Pond Grading	1	Each	\$4,391.94	\$4,392	56%	\$2,459	44%	\$1,932
12	Place 4-inch Thick Topsoil	245	C.Y.	\$5.94	\$1,455	56%	\$815	44%	\$640
13	Temporary Irrigation	0.5	Acres	\$1,732.50	\$866	56%	\$485	44%	\$381

SUBTOTAL \$68,909 \$38,589 \$30,320

C West Water Quality Pond (Cordillera)

1	Type M Soil Rip Rap (at Overflow Weir)	276	C.Y.	\$83.93	\$23,165	56%	\$12,972	44%	\$10,192
2	Concrete Trickle Channel (4' Wide x 6" Deep)	68	L.F.	\$49.28	\$3,351	56%	\$1,877	44%	\$1,474
3	14' Maintenance Trail (8" Thick Crushed Granite)	174	L.F.	\$18.14	\$3,157	56%	\$1,768	44%	\$1,389
4	14' Maintenance Trail (12" Thick Crushed Granite)	14	L.F.	\$27.19	\$381	56%	\$213	44%	\$168
5	Reinforced Concrete Forebay (13' x 16')	1	Each	\$4,580.18	\$4,580	56%	\$2,565	44%	\$2,015
6	Outlet Structure (Structure, Initial Surcharge, Micropool, WQ Plate)	1	Each	\$12,172.25	\$12,172	56%	\$6,816	44%	\$5,356
7	18" RCP	56	L.F.	\$57.72	\$3,232	56%	\$1,810	44%	\$1,422
8	18" FES w/ Cutoff Wall	1	Each	\$1,860.19	\$1,860	56%	\$1,042	44%	\$818
9	Type L Rip-Rap Low Tailwater Basin	8	C.Y.	\$71.94	\$576	56%	\$322	44%	\$253
10	Emergency Overflow Weir	1	Each	\$6,094.52	\$6,095	56%	\$3,413	44%	\$2,682
11	Detailed Pond Grading	1	Each	\$4,391.94	\$4,392	56%	\$2,459	44%	\$1,932
12	Place 4-inch Thick Topsoil	215	C.Y.	\$5.94	\$1,277	56%	\$715	44%	\$562
13	Temporary Irrigation	0.6	Acres	\$1,732.50	\$1,040	56%	\$582	44%	\$457

SUBTOTAL \$65,276 \$36,555 \$28,722

III. STREET IMPROVEMENTS

A. Belford Ave (South Half from Peoria Street - Town of Parker Limit)

1	Subgrade Preparation (2' Behind Back of Curb)	16,701	S.Y.	\$4.09	\$68,340	100%	\$68,340	0%	\$0
2	Asphalt Pavement (7" HMA/17" ABC)	14,440	S.Y.	\$55.44	\$800,554	100%	\$800,554	0%	\$0
3	6" Vertical Curb & Gutter	3,134	L.F.	\$15.34	\$48,061	100%	\$48,061	0%	\$0
4	4' Shoulder (8' Class 6 Road Base)	1,388	S.Y.	\$11.65	\$16,176	100%	\$16,176	0%	\$0
5	Delineator Posts @ 200' O.C.	16	Each	\$90.52	\$1,448	100%	\$1,448	0%	\$0
6	Signage	2	Each	\$779.35	\$1,559	100%	\$1,559	0%	\$0
7	Striping 8" White	2,415	L.F.	\$0.60	\$1,448	100%	\$1,448	0%	\$0
8	Skip Striping 4" White	493	L.F.	\$0.60	\$296	100%	\$296	0%	\$0
9	Striping 4" White	3,878	L.F.	\$0.60	\$2,325	100%	\$2,325	0%	\$0
10	Striping 4" Single Yellow	1,461	L.F.	\$0.60	\$876	100%	\$876	0%	\$0
11	Striping 4" Double Yellow	2,395	L.F.	\$0.60	\$1,436	100%	\$1,436	0%	\$0
12	8" Wide Yellow Cross Hatching @ 25'	1,002	S.Y.	\$0.60	\$601	100%	\$601	0%	\$0
13	8" Wide White Cross Hatching @ 25'	103	S.Y.	\$0.60	\$62	100%	\$62	0%	\$0
14	Collector Trench Drain	3,205	L.F.	\$18.28	\$58,603	100%	\$58,603	0%	\$0
15	Cleanouts	12	Each	\$419.88	\$5,039	100%	\$5,039	0%	\$0

SUBTOTAL \$1,006,821 \$1,006,821 \$0

C. Peoria Street Intersection

1	Clearing & Grubbing	1	L.S.	\$5,995.00	\$5,995	56%	\$3,357	44%	\$2,637.80
2	Removal of Barricade	1	Each	\$599.50	\$600	56%	\$336	44%	\$263.78
3	Removal of Pavement Marking	2904	S.F.	\$2.40	\$6,964	56%	\$3,900	44%	\$3,064.07
4	Removal of Sign Panel	3	Each	\$83.93	\$252	56%	\$141	44%	\$110.79
5	Removal of Ground Sign	3	Each	\$107.91	\$324	56%	\$181	44%	\$142.44
6	Removal of Traffic Signal Equipment	1	L.S.	\$9,592.00	\$9,592	56%	\$5,372	44%	\$4,220.48
7	Removal of Fence	710	L.F.	\$9.59	\$6,810	56%	\$3,814	44%	\$2,996.54
8	Removal of Curb & Gutter	1349	L.F.	\$11.99	\$16,175	56%	\$9,058	44%	\$7,116.78
9	Removal of Concrete Pavement	709	S.Y.	\$19.18	\$13,601	56%	\$7,617	44%	\$5,984.64
10	Removal of Light Standard	5	Each	\$479.60	\$2,398	56%	\$1,343	44%	\$1,055.12
11	Removal of Light Standard Foundation	5	Each	\$659.45	\$3,297	56%	\$1,846	44%	\$1,450.79
12	Removal of Pull Box	5	Each	\$299.75	\$1,499	56%	\$839	44%	\$659.45
13	Removal of Inlet	1	Each	\$1,199.00	\$1,199	56%	\$671	44%	\$527.56
14	Embankment Material (Complete-In-Place)	6324	C.Y.	\$4.80	\$30,330	56%	\$16,985	44%	\$13,345.16
15	Over excavation (Complete-In-Place)	5374	C.Y.	\$3.11	\$16,688	56%	\$9,346	44%	\$7,342.93
16	Potholing	24	HR	\$299.75	\$7,194	56%	\$4,029	44%	\$3,165.36
17	Stockpile Topsoil	1192	C.Y.	\$3.11	\$3,702	56%	\$2,073	44%	\$1,628.73
18	Topsoil	491	C.Y.	\$6.00	\$2,944	56%	\$1,648	44%	\$1,295.16
19	Reset Sign Panel	3	Each	\$239.80	\$719	56%	\$403	44%	\$316.54
20	Reset Pull Box	2	Each	\$1,079.10	\$2,158	56%	\$1,209	44%	\$949.61
21	Modify Manhole	4	Each	\$899.25	\$3,597	56%	\$2,014	44%	\$1,582.68
22	Adjust Valve Box	4	Each	\$299.75	\$1,199	56%	\$671	44%	\$527.56
23	Reset Traffic Signal Equipment	1	L.S.	\$8,992.50	\$8,993	56%	\$5,036	44%	\$3,956.70
24	Aggregate Base Course (Class 6)	1570	C.Y.	\$47.96	\$75,297	56%	\$42,166	44%	\$33,130.77
25	Hot Mix Asphalt (Grading S)(75)(PG 64-22)	460	Ton	\$89.93	\$41,366	56%	\$23,165	44%	\$18,200.82
26	Hot Mix Asphalt (Grading SX)(75)(PG 64-22)	230	Ton	\$113.91	\$26,198	56%	\$14,671	44%	\$11,527.19
27	Emulsified Asphalt (Slow-Setting)	417	Gal	\$4.80	\$2,000	56%	\$1,120	44%	\$879.97
28	Concrete Pavement (9 inch)	4687	S.Y.	\$59.95	\$280,986	56%	\$157,352	44%	\$123,633.69
29	Grouted Riprap (12 Inch)	50	C.Y.	\$179.85	\$8,993	56%	\$5,036	44%	\$3,956.70
30	Inlet Type R L 5 (5 Foot)	1	Each	\$6,594.50	\$6,595	56%	\$3,693	44%	\$2,901.58
31	Trench Drain (Perforated)	555	L.F.	\$18.89	\$10,482	56%	\$5,870	44%	\$4,612.21
32	Concrete Sidewalk (6 Inch)	191	S.Y.	\$47.96	\$9,160	56%	\$5,130	44%	\$4,030.56
33	Concrete Curb Ramp	40	S.Y.	\$179.85	\$7,194	56%	\$4,029	44%	\$3,165.36
34	High Speed Mountable Curb & Gutter	352	L.F.	\$19.18	\$6,753	56%	\$3,782	44%	\$2,971.22
35	Vertical Curb & Gutter	252	L.F.	\$16.49	\$4,155	56%	\$2,327	44%	\$1,828.00
36	Median Curb & Gutter	216	L.F.	\$16.49	\$3,561	56%	\$1,994	44%	\$1,566.85
37	Median Cover Material (4 Inch Patterned Concrete)	645	S.F.	\$23.98	\$15,467	56%	\$8,662	44%	\$6,805.52
38	Delineator (Type I)	6	Each	\$29.98	\$180	56%	\$101	44%	\$79.13
39	Common Trench	50	L.F.	\$11.99	\$600	56%	\$336	44%	\$263.78
40	Common Bore	295	L.F.	\$17.99	\$5,306	56%	\$2,971	44%	\$2,334.45
41	PVC Conduit 2" (Within Common Bore or Trench)	435	L.F.	\$4.80	\$2,086	56%	\$1,168	44%	\$917.95
42	PVC Conduit 3" (Within Common Bore or Trench)	1040	L.F.	\$4.95	\$5,148	56%	\$2,883	44%	\$2,265.12
43	Pull Box (Type I)	1	Each	\$1,079.10	\$1,079	56%	\$604	44%	\$474.80
44	Pull Box (Type II)	4	Each	\$959.20	\$3,837	56%	\$2,149	44%	\$1,688.19
45	Sign Panel (Class I)	123	S.F.	\$26.38	\$3,244	56%	\$1,817	44%	\$1,427.58
46	Sign Panel (Class II)	58	S.F.	\$35.97	\$2,086	56%	\$1,168	44%	\$917.95
47	Steel Sign Post (2x2 Inch Tubing)	123	L.F.	\$21.58	\$2,655	56%	\$1,487	44%	\$1,168.02
48	Traffic Signal Light Pole, 50' Mast Arm	1	Each	\$34,771.00	\$34,771	56%	\$19,472	44%	\$15,299.24
49	Traffic Signal Light Pole, 60' Mast Arm	2	Each	\$41,965.00	\$83,930	56%	\$47,001	44%	\$36,929.20
50	Traffic Signal Light Pole, 65' Mast Arm	1	Each	\$45,562.00	\$45,562	56%	\$25,515	44%	\$20,047.28
51	Traffic Signal Head, 3-Section, 12" Lenses	10	Each	\$1,079.10	\$10,791	56%	\$6,043	44%	\$4,748.04
52	Traffic Signal Head, 3-Section, 12" Lenses "Arrow"	11	Each	\$1,079.10	\$11,870	56%	\$6,647	44%	\$5,222.84
53	Pedestrian Head (16-Inch)(Countdown)	2	Each	\$779.35	\$1,559	56%	\$873	44%	\$685.83
54	Pedestrian Push Buttons	2	Each	\$1,079.10	\$2,158	56%	\$1,209	44%	\$949.61
55	Intersection Detection System (Camera)	1	L.S.	\$37,408.80	\$37,409	56%	\$20,949	44%	\$16,459.87
56	Opticom GTT 762 Card	2	Each	\$1,199.00	\$2,398	56%	\$1,343	44%	\$1,055.12
57	Opticom GTT 722 Head	2	Each	\$3,357.20	\$6,714	56%	\$3,760	44%	\$2,954.34
58	Traffic Signal Controller Cabinet Modifications	1	L.S.	\$2,997.50	\$2,998	56%	\$1,679	44%	\$1,318.90
59	Sanitary Facility	1	Each	\$2,398.00	\$2,398	56%	\$1,343	44%	\$1,055.12
60	Pavement Marking Paint (Waterborne)	47	Gal	\$95.92	\$4,508	56%	\$2,525	44%	\$1,983.63
61	Methyl Methacrylate Pavement Marking (Word-Symbol)	290	S.F.	\$35.97	\$10,431	56%	\$5,842	44%	\$4,589.77
62	Methyl Methacrylate Pavement Marking (Xwalk-Stope Line)	736	S.F.	\$35.97	\$26,474	56%	\$14,825	44%	\$11,648.52
63	Traffic Signal (Temporary)	1	L.S.	\$11,990.00	\$11,990	56%	\$6,714	44%	\$5,275.60
64	Construction Traffic Control	1	L.S.	\$29,975.00	\$29,975	56%	\$16,786	44%	\$13,189.00
65	Utility Relocations	1	L.S.	\$179,850.00	\$179,850	56%	\$100,716	44%	\$79,134.00

SUBTOTAL \$1,176,441 \$658,807 \$517,634

IV. STREETScape & IRRIGATION

A. Belford Ave (South Half from Peoria Street - Town of Parker Limit)

1	Street Tree	100	Each	\$1,000.00	\$100,000	100%	\$100,000	0%	\$0.00
2	Sod	45,000	S.F.	\$1.70	\$76,500	100%	\$76,500	0%	\$0.00
3	Irrigation	45,000	S.F.	\$1.15	\$51,750	100%	\$51,750	0%	\$0.00

SUBTOTAL \$228,250 \$228,250 \$0

PUBLIC IMPROVEMENTS SUBTOTAL \$2,796,355 \$2,109,390 \$686,965

DESIGN/PLANNING:

1	Design/Planning @ 10%				\$279,636		\$210,939		\$68,696
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MOBILIZATION:

1	Mobilization @ 5%				\$139,818		\$105,470		\$34,348
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SURVEYING:

1	Surveying @ 3%				\$83,891		\$63,282		\$20,609
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CONSTRUCTION MANAGEMENT / TESTING:

1	Construction Management / Testing @ 12%				\$335,563		\$253,127		\$82,436
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CONTINGENCY:

1	Contingency @ 10%				\$279,636		\$210,939		\$68,696
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SUBTOTAL \$1,118,542 \$843,756 \$274,786

PUBLIC IMPROVEMENTS TOTAL \$3,914,897 \$2,953,146 \$961,751

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 May 2020, and Peoria & Belford Intersection Project Construction Plans Prepared by Felsburg Holt & Ullevig, 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

September 2, 2020

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	\$2.40	\$255,646	56%	\$143,162	44%	\$112,484
	Fill is 134,248 CY; ~14,153 CY excess cut after shrinkage and reuse of strippings								
2	Total Cut (South Berm)	15,576	CY	\$2.16	\$33,644	56%	\$18,841	44%	\$14,803
3	Remove Strippings (Topsoil) (6" Depth)	15,085	CY	\$2.00	\$30,170	56%	\$16,895	44%	\$13,275
4	Remove Strippings (Topsoil) (6" Depth)[South Berm]	8,309	CY	\$2.00	\$16,618	56%	\$9,306	44%	\$7,312
5	GAT Grading for Mile High Flood District	293,025	C.Y.	\$2.16	\$632,934	56%	\$354,443	44%	\$278,491
6	Surface Roughening	19	AC	\$100.00	\$1,870	56%	\$1,047	44%	\$823
7	Vehicle Tracking Control	1	Each	\$3,200.00	\$3,200	56%	\$1,792	44%	\$1,408
8	Concrete Washout Area	1	Each	\$950.00	\$950	56%	\$532	44%	\$418
9	Stabilized Staging Area	1	Each	\$1,633.50	\$1,634	56%	\$915	44%	\$719
10	Portable Toilet Protection	1	Each	\$67.50	\$68	56%	\$38	44%	\$30
11	Debris and Trash Control	50	HR	\$75.00	\$3,750	56%	\$2,100	44%	\$1,650
12	Temporary Sediment Basin	5	Each	\$2,500.00	\$12,500	56%	\$7,000	44%	\$5,500
13	Diversion Ditch	2,700	L.F.	\$0.65	\$1,755	56%	\$983	44%	\$772
14	Check Dam	350	L.F.	\$55.00	\$19,250	56%	\$10,780	44%	\$8,470
15	Inlet Protection	10	Each	\$270.00	\$2,700	56%	\$1,512	44%	\$1,188
16	Rock Sock	5	Each	\$40.50	\$202.5	56%	\$113	44%	\$89
17	Temporary OM4-1 Sign	3	Each	\$223.20	\$669.6	56%	\$375	44%	\$295
18	Sidewalk Transition Protection	6	Each	\$81.00	\$486	56%	\$272	44%	\$214
19	Sediment Control Log	3,400	L.F.	\$2.50	\$8,500	56%	\$4,760	44%	\$3,740
20	Silt Fence	10,430	L.F.	\$1.35	\$14,081	56%	\$7,885	44%	\$6,195
SUBTOTAL					\$1,040,626		\$582,751		\$457,876

II. STORM SEWER SYSTEM IMPROVEMENTS**A. Storm Laterals - Belford Ave**

1	Type-R Inlet - 10'	5	Each	\$8,226.35	\$41,132	56%	\$23,034	44%	\$18,098
2	Type-R Inlet - 15'	4	Each	\$9,352.72	\$37,411	56%	\$20,950	44%	\$16,461
3	Type C Inlet	1	Each	\$3,270.00	\$3,270	56%	\$1,831	44%	\$1,439
4	10' Type D Inlet	2	Each	\$3,832.18	\$7,664	56%	\$4,292	44%	\$3,372
5	15' Type D Inlet	1	Each	\$13,307.00	\$13,307	56%	\$7,452	44%	\$5,855
6	18" RCP	226	L.F.	\$52.47	\$11,859	56%	\$6,641	44%	\$5,218
7	24" RCP	881	L.F.	\$76.77	\$67,633	56%	\$37,875	44%	\$29,759
8	30" RCP	1,034	L.F.	\$104.36	\$107,905	56%	\$60,427	44%	\$47,478
9	36" RCP	639	L.F.	\$104.36	\$66,684	56%	\$37,343	44%	\$29,341
10	42" RCP	457	L.F.	\$146.06	\$66,749	56%	\$37,380	44%	\$29,370
11	48" RCP	378	L.F.	\$215.00	\$81,270	56%	\$45,511	44%	\$35,759
12	60" RCP (Offline Pond)	1,026	L.F.	\$240.00	\$246,240	56%	\$137,894	44%	\$108,346
13	4" Manhole	1	Each	\$3,150.97	\$3,151	56%	\$1,765	44%	\$1,386
14	5' Manhole(Offline Pond)	5	Each	\$6,500.00	\$32,500	56%	\$18,200	44%	\$14,300
15	Box Base Manhole(Offline Pond)	7	Each	\$12,000.00	\$84,000	56%	\$47,040	44%	\$36,960
16	6" Manhole	5	Each	\$6,976.00	\$34,880	56%	\$19,533	44%	\$15,347
17	6" CDS3035-6-C Water Quality Structure	1	Each	\$42,619.00	\$42,619	56%	\$23,867	44%	\$18,752
18	5' Diversion Bypass Manhole	1	Each	\$16,132.00	\$16,132	56%	\$9,034	44%	\$7,098
19	8' Diversion Bypass Manhole	1	Each	\$16,132.00	\$16,132	56%	\$9,034	44%	\$7,098
20	24" FES w/ Cutoff Wall	4	Each	\$2,195.66	\$8,783	56%	\$4,918	44%	\$3,864
21	42" FES w/ Cutoff Wall	1	Each	\$3,052.00	\$3,052	56%	\$1,709	44%	\$1,343
22	Swale (12' Wide)	570	Each	\$1.96	\$1,118	56%	\$626	44%	\$492
23	Swale (17' Wide)	597	Each	\$2.78	\$1,659	56%	\$929	44%	\$730
24	Type L Soil Rip Rap Lining for Swale	1,170	C.Y.	\$65.40	\$76,518	56%	\$42,850	44%	\$33,668
25	Type M Soil Rip Rap Lining for Swale	57	C.Y.	\$76.30	\$4,349	56%	\$2,435	44%	\$1,914
26	Type L Rip Rap at FES	441	C.Y.	\$65.40	\$28,841	56%	\$16,151	44%	\$12,690
27	Offline Water Quality / Detention Pond	1	Each	\$102,179.00	\$102,179	56%	\$57,220	44%	\$44,959
SUBTOTAL					\$1,207,038		\$675,941		\$531,097

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.	\$3.72	\$55,651	100%	\$55,651	0%	\$0
2	Asphalt Pavement (7" HMA/17" ABC)	13,250	S.Y.	\$50.40	\$667,800	100%	\$667,800	0%	\$0
3	6" Vertical Curb & Gutter	3,405	L.F.	\$13.94	\$47,469	100%	\$47,469	0%	\$0
4	4' Shoulder (8" Class 6 Road Base)	1,780	S.Y.	\$10.59	\$18,859	100%	\$18,859	0%	\$0
5	Delineator Posts @ 200' O.C.	16	Each	\$82.30	\$1,317	100%	\$1,317	0%	\$0
6	Striping 8" White	3,400	L.F.	\$0.55	\$1,870	100%	\$1,870	0%	\$0
7	Striping 4" White	3,415	L.F.	\$0.55	\$1,878	100%	\$1,878	0%	\$0
8	Striping 4" Double Yellow	3,410	L.F.	\$0.55	\$1,876	100%	\$1,876	0%	\$0
9	Cross Pan	136	S.Y.	\$60.56	\$8,236	100%	\$8,236	0%	\$0
10	Double Corner Pedestrian Ramp Including Curb Return	6	Each	\$1,705.85	\$10,235	100%	\$10,235	0%	\$0
11	Collector Trench Drain	3,170	L.F.	\$16.62	\$52,693	100%	\$52,693	0%	\$0
12	Cleanouts	10	Each	\$381.71	\$3,817	100%	\$3,817	0%	\$0
13	5' Detached Concrete Sidewalk	16,460	S.F.	\$4.63	\$76,251	100%	\$76,251	0%	\$0
14	Subgrade Preparation for Sidewalk	2,558	S.Y.	\$3.27	\$8,365	100%	\$8,365	0%	\$0
SUBTOTAL					\$956,317		\$956,317		\$0

IV. STREET DRAINAGE (GAT XING)

1	Guard Rail	235	L.F.	\$130.80	\$30,738	56%	\$17,213.28	44%	\$13,524.72
2	Wing walls for ABC	2	Each	\$38,150.00	\$76,300	56%	\$42,728	44%	\$33,572
3	11' x 28' Arch Culvert with Headwalls, Wing walls	1	Each	\$361,880.00	\$361,880	56%	\$202,653	44%	\$159,227
4	Retaining Wall at Green Acres Tributary Sta. 131+50	1,316	V.S.F.	\$31.53	\$41,498	56%	\$23,239	44%	\$18,259
5	Retaining Wall at Belford Ave Culvert (NE)	622	V.S.F.	\$31.53	\$19,614	56%	\$10,984	44%	\$8,630
6	Retaining Wall at Belford Ave Culvert (NW)	421	V.S.F.	\$31.53	\$13,276	56%	\$7,434	44%	\$5,841
7	Retaining Wall at Belford Ave Culvert (SE)	276	V.S.F.	\$31.53	\$8,703	56%	\$4,874	44%	\$3,829
8	Retaining Wall at Belford Ave Culvert (SW)	2,172	V.S.F.	\$31.53	\$68,491	56%	\$38,355	44%	\$30,136
9	Concrete Trail Associated with Arch Structure (6" thick)	3700	SF	\$7.50	\$27,750	56%	\$15,540	44%	\$12,210
10	Concrete Rumble Strip Associated with Arch Structure (6" thick)	600	SF	\$14.50	\$8,700	56%	\$4,872	44%	\$3,828
11	Low Flow Channel w/ reinforce Associated with Arch Structure (6" thick)	3000	SF	\$11.15	\$33,450	56%	\$18,732	44%	\$14,718
12	Dewatering	1	DY	\$2,833.00	\$2,833	56%	\$1,586	44%	\$1,247
13	Stabilization	1	TN	\$46.00	\$46	56%	\$26	44%	\$20
SUBTOTAL					\$693,279		\$388,237		\$305,043

V. STREETScape & IRRIGATION

A. Belford Ave (South Half from Town of Parker Limit to Third Residential Entrance)

1	Street Tree	135	Each	\$1,000.00	\$135,000	100%	\$135,000	0%	\$0.00
2	Sod	44,000	S.F.	\$1.70	\$74,800	100%	\$74,800	0%	\$0.00
3	Shrub	625	Each	\$55.00	\$34,375	100%	\$34,375	0%	\$0.00
4	Ornamental Grass and Perennials	2,264	Each	\$20.00	\$45,280	100%	\$45,280	0%	\$0.00
5	Irrigation	46,264	S.F.	\$1.15	\$53,204	100%	\$53,204	0%	\$0.00

SUBTOTAL \$342,659 \$342,659 \$0

PUBLIC IMPROVEMENTS SUBTOTAL \$4,239,920 \$2,945,904 \$1,294,015

DESIGN/PLANNING:

1	Design/Planning @ 10%				\$423,992		\$294,590		\$129,402
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MOBILIZATION:

1	Mobilization @ 5%				\$211,996		\$147,295		\$64,701
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SURVEYING:

1	Surveying @ 3%				\$127,198		\$88,377		\$38,820
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CONSTRUCTION MANAGEMENT / TESTING:

1	Construction Management / Testing @ 12%				\$508,790		\$353,509		\$155,282
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CONTINGENCY:

1	Contingency @ 10%				\$423,992		\$294,590		\$129,402
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SUBTOTAL \$1,695,968 \$1,178,362 \$517,606

PUBLIC IMPROVEMENTS TOTAL \$5,935,887 \$4,124,266 \$1,811,621

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 May 2020

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

September 2, 2020

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	\$2.00	\$2,760	0%	\$0	100%	\$2,760
2	Vehicle Tracking Control	1	Each	\$3,200.00	\$3,200	0%	\$0	100%	\$3,200
3	Concrete Washout Area	1	Each	\$950.00	\$950	0%	\$0	100%	\$950
4	Stabilized Staging Area	1	Each	\$1,633.50	\$1,634	0%	\$0	100%	\$1,634
5	Portable Toilet Protection	1	Each	\$0.00	\$0	0%	\$0	100%	\$0
6	Debris and Trash Control	50	HR	\$75.00	\$3,750	0%	\$0	100%	\$3,750
7	Check Dam	350	Each	\$55.00	\$19,250	0%	\$0	100%	\$19,250
8	Inlet Protection	8	Each	\$360.00	\$2,880	0%	\$0	100%	\$2,880
9	Sediment Control Log	3,400	L.F.	\$3.00	\$10,200	0%	\$0	100%	\$10,200
10	Silt Fence	3,500	L.F.	\$1.35	\$4,725	0%	\$0	100%	\$4,725
SUBTOTAL					\$49,349		\$0		\$49,349
2500									

II. STORM SEWER SYSTEM IMPROVEMENTS**A. Storm Laterals - Belford Ave**

1	Type-R Inlet - 10'	3	Each	\$8,226.35	\$24,679	0%	\$0	100%	\$24,679
2	Type-R Inlet - 15'	1	Each	\$9,352.72	\$9,353	0%	\$0	100%	\$9,353
SUBTOTAL					\$34,032		\$0		\$34,032

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.	\$3.72	\$61,566	0%	\$0	100%	\$61,566
2	Asphalt Pavement (7" HMA/17" ABC)	16,000	S.Y.	\$50.40	\$806,400	0%	\$0	100%	\$806,400
3	6" Vertical Curb & Gutter	3,430	L.F.	\$13.94	\$47,818	0%	\$0	100%	\$47,818
4	6" Median Curb & Gutter	3,255	L.F.	\$14.99	\$48,784	56%	\$27,319	44%	\$21,465
5	Splash Apron (Median)	360	S.Y.	\$21.80	\$7,848	56%	\$4,395	44%	\$3,453
6	Median Nose (Median)	4	Each	\$360.00	\$1,440	56%	\$806	44%	\$634
7	4" Perforated PVC Underdrain (Median)	2,650	L.F.	\$16.62	\$44,050	56%	\$24,668	44%	\$19,382
8	4" PVC Underdrain (Median)	220	L.F.	\$17.00	\$3,740	56%	\$2,094	44%	\$1,646
9	Underdrain Cleanout (Median)	12	Each	\$381.71	\$4,581	56%	\$2,565	44%	\$2,015
10	Striping 8" White	6,265	L.F.	\$0.55	\$3,446	0%	\$0	100%	\$3,446
11	Skip Striping 4" White	6,150	L.F.	\$0.55	\$3,383	0%	\$0	100%	\$3,383
12	Striping 4" White	3,131	L.F.	\$0.55	\$1,722	0%	\$0	100%	\$1,722
13	Collector Trench Drain	3,030	L.F.	\$16.62	\$50,366	0%	\$0	100%	\$50,366
14	Cleanouts	14	Each	\$381.71	\$5,344	0%	\$0	100%	\$5,344
15	Double Corner Pedestrian Ramp Including Curb Return	6	Each	\$1,705.85	\$10,235	0%	\$0	100%	\$10,235
16	5' Detached Concrete Sidewalk	15,940	S.F.	\$4.63	\$73,842	0%	\$0	100%	\$73,842
17	Subgrade Preparation for Sidewalk	2,480	S.Y.	\$3.27	\$8,110	0%	\$0	100%	\$8,110
SUBTOTAL					\$1,182,674		\$61,848		\$1,120,826

IV. STREETScape & IRRIGATION**A. Belford Ave (North Half from Town of Parker Limit to Third Residential Entrance)**

1	Street Tree	96	Each	\$1,000.00	\$96,000	0%	\$0	100%	\$96,000.00
2	Sod	43,000	S.F.	\$1.70	\$73,100	0%	\$0	100%	\$73,100.00
3	Irrigation	43,000	S.F.	\$1.15	\$49,450	0%	\$0	100%	\$49,450.00
4	Street Tree (Median)	39	Each	\$1,000.00	\$39,000	56%	\$21,840	44%	\$17,160.00
5	Sod (Median)	17,000	S.F.	\$1.70	\$28,900	56%	\$16,184	44%	\$12,716.00
6	Irrigation (Median)	17,000	S.F.	\$1.15	\$19,550	56%	\$10,948	44%	\$8,602.00
SUBTOTAL					\$306,000		\$48,972		\$257,028

PUBLIC IMPROVEMENTS SUBTOTAL **\$1,572,054** **\$110,820** **\$1,461,234**

DESIGN/PLANNING:

1	Design/Planning @ 10%				\$157,205		\$11,082		\$146,123
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MOBILIZATION:

1	Mobilization @ 5%				\$78,603		\$5,541		\$73,062
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SURVEYING:

1	Surveying @ 3%				\$47,162		\$3,325		\$43,837
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CONSTRUCTION MANAGEMENT / TESTING:

1	Construction Management / Testing @12%				\$188,646		\$13,298		\$175,348
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CONTINGENCY:

1	Contingency @ 10%				\$157,205		\$11,082		\$146,123
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SUBTOTAL **\$628,822** **\$44,328** **\$584,494**

PUBLIC IMPROVEMENTS TOTAL **\$2,200,875** **\$155,148** **\$2,045,728**

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 May 2020

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

September 2, 2020

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.	\$2.64	\$212,890	56%	\$119,218	44%	\$93,671
	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.	\$2.20	\$13,310	56%	\$7,454	44%	\$5,856
3	Surface Roughening	8	AC	\$110.00	\$825	56%	\$462	44%	\$363
4	Vehicle Tracking Control	1	Each	\$3,520.00	\$3,520	56%	\$1,971	44%	\$1,549
5	Concrete Washout Area	1	Each	\$1,045.00	\$1,045	56%	\$585	44%	\$460
6	Stabilized Staging Area	1	Each	\$1,796.85	\$1,797	56%	\$1,006	44%	\$791
7	Portable Toilet Protection	1	Each	\$74.25	\$74	56%	\$42	44%	\$33
8	Debris and Trash Control	50	HR	\$82.50	\$4,125	56%	\$2,310	44%	\$1,815
9	Temporary Sediment Basin	1	Each	\$2,500.00	\$2,500	56%	\$1,400	44%	\$1,100
10	Check Dam	460	L.F.	\$60.50	\$27,830	56%	\$15,585	44%	\$12,245
11	Inlet Protection	2	Each	\$297.00	\$594	56%	\$333	44%	\$261
12	Temporary OM4-1 Sign	1	Each	\$245.52	\$246	56%	\$137	44%	\$108
13	Sidewalk Transition Protection	2	Each	\$89.10	\$178	56%	\$100	44%	\$78
14	Sediment Control Log	1,600	L.F.	\$2.75	\$4,400	56%	\$2,464	44%	\$1,936
15	Silt Fence	3,340	L.F.	\$1.49	\$4,959.90	56%	\$2,778	44%	\$2,182
SUBTOTAL					\$278,293.32		\$155,844		\$122,449

II. STORM SEWER SYSTEM IMPROVEMENTS**A. Storm Laterals - Belford Ave**

1	Type-R Inlet - 10'	4	Each	\$5,709.52	\$22,838	56%	\$12,789	44%	\$10,049
2	Type-D Inlet - (Modified 10' Type R Inlet)	2	Each	\$5,709.52	\$11,419	56%	\$6,395	44%	\$5,024
3	Type-R Inlet - 15'	1	Each	\$6,314.89	\$6,315	56%	\$3,536	44%	\$2,779
4	18" RCP	735	L.F.	\$57.19	\$42,036	56%	\$23,540	44%	\$18,496
5	24" RCP	143	L.F.	\$77.70	\$11,110	56%	\$6,222	44%	\$4,889
6	36" RCP	83	L.F.	\$148.92	\$12,360	56%	\$6,922	44%	\$5,438
7	4' Manhole	1	Each	\$3,466.07	\$3,466	56%	\$1,941	44%	\$1,525
8	5' Manhole	1	Each	\$3,810.30	\$3,810	56%	\$2,134	44%	\$1,677
9	6' Manhole	1	Each	\$4,154.54	\$4,155	56%	\$2,327	44%	\$1,828
10	Box Base Manhole	1	Each	\$9,970.88	\$9,971	56%	\$5,584	44%	\$4,387
SUBTOTAL					\$127,481		\$71,389		\$56,091

B. Detention Pond - East Belford

1	Outlet Structure	1	Each	\$88,000.00	\$88,000	56%	\$49,280	44%	\$38,720
2	Concrete Trickle Channel (4' Wide x 6" Deep)	131	L.F.	\$89.57	\$11,733	56%	\$6,571	44%	\$5,163
3	Reinforced Concrete Forebay	2	Each	\$15,359.91	\$30,720	56%	\$17,203	44%	\$13,517
4	10' Wide Gravel Maintenance Trail (8" Crushed Gravel)	174	L.F.	\$31.30	\$5,445	56%	\$3,049	44%	\$2,396
5	Concrete Emergency Overflow Weir	1	Each	\$9,455.07	\$9,455	56%	\$5,295	44%	\$4,160
6	Retaining Walls	1,745	V.S.F.	\$18.35	\$32,017	56%	\$17,930	44%	\$14,088
7	Place 4" Thick Topsoil Over Entire Pond Area	8	C.Y.	\$6.48	\$52	56%	\$29	44%	\$23
8	Temporary Irrigation	1.0	AC	\$1,888.43	\$1,888	56%	\$1,058	44%	\$831
SUBTOTAL					\$179,311		\$100,414		\$78,897

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.	\$4.09	\$28,358	100%	\$28,358	0%	\$0
2	Asphalt Pavement (7" HMA/17" ABC)	6,040	S.Y.	\$51.80	\$312,853	100%	\$312,853	0%	\$0
3	6" Vertical Curb & Gutter	1,510	L.F.	\$16.19	\$24,442	100%	\$24,442	0%	\$0
4	4' Shoulder (8" Class 6 Road Base)	705	S.Y.	\$9.71	\$6,847	100%	\$6,847	0%	\$0
5	Delineator Posts @ 200' O.C.	8	Each	\$130.57	\$1,045	100%	\$1,045	0%	\$0
6	Striping 8" White	1,575	L.F.	\$2.59	\$4,079	100%	\$4,079	0%	\$0
7	Striping 4" White	1,530	L.F.	\$1.29	\$1,981	100%	\$1,981	0%	\$0
8	Striping 4" Double Yellow	1,555	L.F.	\$2.59	\$4,027	100%	\$4,027	0%	\$0
9	Cross Pan	136	S.Y.	\$88.49	\$12,034	100%	\$12,034	0%	\$0
10	Double Corner Pedestrian Ramp Including Curb Return	2	Each	\$1,887.35	\$3,775	100%	\$3,775	0%	\$0
9	Collector Trench Drain	1,510	L.F.	\$17.05	\$25,745	100%	\$25,745	0%	\$0
10	Cleanouts	7	Each	\$291.36	\$2,039	100%	\$2,039	0%	\$0
11	5' Detached Concrete Sidewalk	7,300	S.F.	\$5.10	\$37,260	100%	\$37,260	0%	\$0
12	Subgrade Preparation for Sidewalk	1,140	S.Y.	\$1.61	\$1,833	100%	\$1,833	0%	\$0
SUBTOTAL					\$466,317		\$466,317		\$0

V. STREETScape & IRRIGATION**A. Belford Ave (South Half from Third Residential Entrance to Happy Canyon Bridge)**

1	Street Tree	44	Each	\$1,000.00	\$44,000	100%	\$44,000	0%	\$0.00
2	Sod	21,000	S.F.	\$1.70	\$35,700	100%	\$35,700	0%	\$0.00
3	Irrigation	21,000	S.F.	\$1.15	\$24,150	100%	\$24,150	0%	\$0.00

SUBTOTAL \$103,850 \$103,850 \$0

PUBLIC IMPROVEMENTS SUBTOTAL \$1,155,252 \$897,815 \$257,437

DESIGN/PLANNING:

1	Design/Planning @ 10%				\$115,525		\$89,781		\$25,744
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MOBILIZATION:

1	Mobilization @ 5%				\$57,763		\$44,891		\$12,872
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SURVEYING:

1	Surveying @ 3%				\$34,658		\$26,934		\$7,723
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CONSTRUCTION MANAGEMENT / TESTING:

1	Construction Management / Testing @12%				\$138,630		\$107,738		\$30,892
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CONTINGENCY:

1	Contingency @ 10%				\$115,525		\$89,781		\$25,744
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SUBTOTAL \$462,101 \$359,126 \$102,975

PUBLIC IMPROVEMENTS TOTAL \$1,617,353 \$1,256,941 \$360,412

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 May 2020

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

September 2, 2020

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	\$2.00	\$1,260	0%	\$0	100%	\$1,260
2	Vehicle Tracking Control	1	Each	\$1,500.00	\$1,500	0%	\$0	100%	\$1,500
3	Concrete Washout Area	1	Each	\$950.00	\$950	0%	\$0	100%	\$950
4	Stabilized Staging Area	1	Each	\$1,633.50	\$1,634	0%	\$0	100%	\$1,634
5	Portable Toilet Protection	1	Each	\$0.00	\$0	0%	\$0	100%	\$0
6	Debris and Trash Control	50	HR	\$75.00	\$3,750	0%	\$0	100%	\$3,750
7	Check Dam	125	Each	\$30.00	\$3,750	0%	\$0	100%	\$3,750
8	Inlet Protection	2	Each	\$360.00	\$720	0%	\$0	100%	\$720
9	Sediment Control Log	1,550	L.F.	\$3.00	\$4,650	0%	\$0	100%	\$4,650
10	Silt Fence	1,700	L.F.	\$1.35	\$2,295	0%	\$0	100%	\$2,295

SUBTOTAL \$20,509 \$0 \$20,509

II. STORM SEWER SYSTEM IMPROVEMENTS**A. Storm Laterals - Belford Ave**

1	Type-R Inlet - 10'	2	Each	\$8,226.35	\$16,453	0%	\$0	100%	\$16,453
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SUBTOTAL \$16,453 \$0 \$16,453

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.	\$3.72	\$27,974	0%	\$0	100%	\$27,974
2	Asphalt Pavement (7" HMA/17" ABC)	6,690	S.Y.	\$50.40	\$337,176	0%	\$0	100%	\$337,176
3	6" Vertical Curb & Gutter	1,650	L.F.	\$13.94	\$23,003	0%	\$0	100%	\$23,003
4	6" Median Curb & Gutter	2,005	L.F.	\$14.99	\$30,050	56%	\$16,828	44%	\$13,222
5	Splash Apron (Median)	222	S.Y.	\$21.80	\$4,840	56%	\$2,710	44%	\$2,129
6	Median Nose (Median)	2	Each	\$360.00	\$720	56%	\$403	44%	\$317
7	4" Perforated PVC Underdrain (Median)	1,830	L.F.	\$16.62	\$30,419	56%	\$17,035	44%	\$13,384
8	4" PVC Underdrain (Median)	300	L.F.	\$17.00	\$5,100	56%	\$2,856	44%	\$2,244
9	Underdrain Cleanout (Median)	8	Each	\$381.71	\$3,054	56%	\$1,710	44%	\$1,344
10	Striping 8" White	3,170	L.F.	\$0.55	\$1,744	0%	\$0	100%	\$1,744
11	Skip Striping 4" White	3,170	L.F.	\$0.55	\$1,744	0%	\$0	100%	\$1,744
12	Striping 4" White	1,520	L.F.	\$0.55	\$836	0%	\$0	100%	\$836
13	Collector Trench Drain	1,644	L.F.	\$16.62	\$27,323	0%	\$0	100%	\$27,323
14	Cleanouts	9	Each	\$381.71	\$3,435	0%	\$0	100%	\$3,435
15	5' Detached Concrete Sidewalk	8,450	S.F.	\$4.63	\$39,145	0%	\$0	100%	\$39,145
16	Subgrade Preparation for Sidewalk	1,314	S.Y.	\$3.27	\$4,297	0%	\$0	100%	\$4,297

SUBTOTAL \$540,859 \$41,542 \$499,317

A. Belford Ave (North Half from Third Residential Entrance to Happy Canyon Bridge)

1	Street Tree	47	Each	\$1,000.00	\$47,000	0%	\$0	100%	\$47,000.00
2	Sod	22,000	S.F.	\$1.70	\$37,400	0%	\$0	100%	\$37,400.00
3	Irrigation	22,000	S.F.	\$1.15	\$25,300	0%	\$0	100%	\$25,300.00
4	Street Tree (Median)	24	Each	\$1,000.00	\$24,000	56%	\$13,440	44%	\$10,560.00
5	Sod (Median)	10,500	S.F.	\$1.70	\$17,850	56%	\$9,996	44%	\$7,854.00
6	Irrigation (Median)	10,500	S.F.	\$1.15	\$12,075	56%	\$6,762	44%	\$5,313.00

SUBTOTAL \$163,625 \$30,198 \$133,427

PUBLIC IMPROVEMENTS SUBTOTAL \$741,445 \$71,740 \$669,705

DESIGN/PLANNING:

1	Design/Planning @ 10%				\$74,144		\$7,174		\$66,970
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MOBILIZATION:

1	Mobilization @ 5%				\$37,072		\$3,587		\$33,485
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SURVEYING:

1	Surveying @ 3%				\$22,243		\$2,152		\$20,091
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CONSTRUCTION MANAGEMENT / TESTING:

1	Construction Management / Testing @12%				\$88,973		\$8,609		\$80,365
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CONTINGENCY:

1	Contingency @ 10%				\$74,144		\$7,174		\$66,970
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SUBTOTAL \$296,578 \$28,696 \$267,882

PUBLIC IMPROVEMENTS TOTAL \$1,038,023 \$100,436 \$937,587

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 May 2020

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 Phase 1 (Happy Canyon Bridge to Chambers Road)
Roadway and Drainage Quantity Estimates

September 2, 2020

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	\$2.40	\$27,922	56%	\$15,636	44%	\$12,286
	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	\$2.00	\$9,518	56%	\$5,330	44%	\$4,188
3	Surface Roughening	6	AC	\$100.00	\$590	56%	\$330	44%	\$260
4	Vehicle Tracking Control	1	Each	\$3,200.00	\$3,200	56%	\$1,792	44%	\$1,408
5	Concrete Washout Area	1	Each	\$950.00	\$950	56%	\$532	44%	\$418
6	Stabilized Staging Area	1	Each	\$1,633.50	\$1,634	56%	\$915	44%	\$719
7	Portable Toilet Protection	1	Each	\$67.50	\$68	56%	\$38	44%	\$30
8	Debris and Trash Control	50	HR	\$75.00	\$3,750	56%	\$2,100	44%	\$1,650
9	Temporary Sediment Basin	2	Each	\$2,500.00	\$5,000	56%	\$2,800	44%	\$2,200
10	Inlet Protection	2	Each	\$270.00	\$540	56%	\$302	44%	\$238
11	Sediment Control Log	3,650	L.F.	\$2.50	\$9,125	56%	\$5,110	44%	\$4,015
12	Silt Fence	3,650	L.F.	\$1.35	\$4,928	56%	\$2,759	44%	\$2,168
SUBTOTAL					\$67,223		\$37,645		\$29,578

II. STORM SEWER SYSTEM IMPROVEMENTS**A. Storm Laterals - Belford Ave**

1	Type-R Inlet - 15'	2	Each	\$5,740.81	\$11,482	56%	\$6,430	44%	\$5,052
2	18" RCP	80	L.F.	\$51.99	\$4,159	56%	\$2,329	44%	\$1,830
3	24" RCP	250	L.F.	\$70.63	\$17,658	56%	\$9,888	44%	\$7,770
4	7" Manhole	1	Each	\$4,089.79	\$4,090	56%	\$2,290	44%	\$1,800
5	Type M Rip Rap	200	C.Y.	\$75.54	\$15,107	56%	\$8,460	44%	\$6,647
6	Detention Ponds (2-3 ac-ft)	2	Each	\$109,000.00	\$218,000	56%	\$122,080	44%	\$95,920
SUBTOTAL					\$270,496		\$151,478		\$119,018

III. STREET IMPROVEMENTS**A. Belford Ave (Happy Canyon Bridge to S. Chambers Rd.)**

1	Subgrade Preparation (2' Behind Back of Curb)	3,425	S.Y.	\$1.46	\$5,006	56%	\$2,804	44%	\$2,203
2	Asphalt Pavement (7" HMA/17" ABC)	7,045	S.Y.	\$47.09	\$331,735	56%	\$185,772	44%	\$145,963
3	6" Vertical Curb & Gutter	1,825	L.F.	\$14.72	\$26,855	56%	\$15,039	44%	\$11,816
4	Striping 8" White	1,815	L.F.	\$2.35	\$4,273	56%	\$2,393	44%	\$1,880
5	Striping 4" White	1,815	L.F.	\$1.18	\$2,137	56%	\$1,197	44%	\$940
6	Skip Striping 4" White	1,815	L.F.	\$0.39	\$712	56%	\$399	44%	\$313
7	Collector Trench Drain	1,810	L.F.	\$15.50	\$28,055	56%	\$15,711	44%	\$12,344
8	Cleanouts	8	Each	\$264.87	\$2,119	56%	\$1,187	44%	\$932
9	5' Detached Concrete Sidewalk	9,075	S.F.	\$4.64	\$42,109	56%	\$23,581	44%	\$18,528
10	Subgrade Preparation for Sidewalk	12,705	S.Y.	\$1.46	\$18,571	56%	\$10,400	44%	\$8,171
SUBTOTAL					\$461,572		\$258,480		\$203,092

B. Intersection at Chambers Rd.

1	Subgrade Preparation (2' Behind Back of Curb)	400	S.Y.	\$1.46	\$585	56%	\$327	44%	\$257
2	Asphalt Pavement (7" HMA/17" ABC)	3,050	S.Y.	\$47.09	\$143,618	56%	\$80,426	44%	\$63,192
3	6" Median Curb & Gutter	2,400	L.F.	\$12.75	\$30,607	56%	\$17,140	44%	\$13,467
4	Turn Lane Arrows	3	Each	\$490.50	\$1,472	56%	\$824	44%	\$647
5	Striping 4" White	450	L.F.	\$1.18	\$530	56%	\$297	44%	\$233
6	Crosswalk Bars	750	S.F.	\$0.59	\$441	56%	\$247	44%	\$194
7	5' Detached Concrete Sidewalk	1,800	S.F.	\$4.64	\$8,352	56%	\$4,677	44%	\$3,675
8	Subgrade Preparation for Sidewalk	2,520	S.Y.	\$1.46	\$3,683	56%	\$2,063	44%	\$1,621
9	Handicap Ramp	2	Each	\$1,715.77	\$3,432	56%	\$1,922	44%	\$1,510
10	Signage	4	Each	\$273.70	\$1,095	56%	\$613	44%	\$482
11	Traffic Signal	1	Each	\$327,000.00	\$327,000	56%	\$183,120	44%	\$143,880
12	Traffic Signal E-470	1	Each	\$98,100.00	\$98,100	56%	\$54,936	44%	\$43,164
SUBTOTAL					\$618,915		\$346,592		\$272,323

IV. STREETScape & IRRIGATION

A. Belford Ave (Happy Canyon Bridge to Chambers Road)

1	Street Tree	57	Each	\$1,000.00	\$56,500	56%	\$31,640	44%	\$24,860.00
2	Sod	25,500	S.F.	\$1.70	\$43,350	56%	\$24,276	44%	\$19,074.00
3	Irrigation	25,500	S.F.	\$1.15	\$29,325	56%	\$16,422	44%	\$12,903.00

SUBTOTAL \$129,175 \$72,338 \$56,837

PUBLIC IMPROVEMENTS SUBTOTAL \$1,547,381 \$866,533 \$680,848

DESIGN/PLANNING:

1	Design/Planning @ 10%				\$154,738		\$86,653		\$68,085
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MOBILIZATION:

1	Mobilization @ 5%				\$77,369		\$43,327		\$34,042
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SURVEYING:

1	Surveying @ 3%				\$46,421		\$25,996		\$20,425
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CONSTRUCTION MANAGEMENT / TESTING:

1	Construction Management / Testing @12%				\$185,686		\$103,984		\$81,702
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CONTINGENCY:

1	Contingency @ 10%				\$154,738		\$86,653		\$68,085
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SUBTOTAL \$618,952 \$346,613 \$272,339

PUBLIC IMPROVEMENTS TOTAL \$2,166,334 \$1,213,147 \$953,187

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 May 2020

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
Happy Canyon Bridge & Creek Improvements - Phase 1
Roadway and Drainage Quantity Estimates

September 2, 2020

Item Number	Item Description	Estimated Quantity	Unit	Estimated Unit Cost	Subtotal	BSMD Responsibility		BNMD Responsibility	
						%	Amount	%	Amount

I. STREET IMPROVEMENTS**A. Belford Ave (Happy Canyon Bridge)**

1	Bridge at Happy Canyon Creek (Full Superstructure + 1/2 Deck)	9,620	S.F.	\$161.87	\$1,557,141	56%	\$871,999	44%	\$685,142
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SUBTOTAL \$1,557,141 \$871,999 \$685,142

PUBLIC IMPROVEMENTS SUBTOTAL \$1,557,141 \$871,999 \$685,142

DESIGN/PLANNING:

1	Design/Planning @ 10%				\$155,714		\$87,200		\$68,514
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MOBILIZATION:

1	Mobilization @ 5%			\$2,500	\$77,857		\$43,600		\$34,257
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SURVEYING:

1	Surveying @ 3%				\$46,714		\$26,160		\$20,554
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CONSTRUCTION MANAGEMENT / TESTING:

1	Construction Management / Testing @12%				\$186,857		\$104,640		\$82,217
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CONTINGENCY:

1	Contingency @ 10%				\$155,714		\$87,200		\$68,514
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SUBTOTAL \$622,857 \$348,800 \$274,057

PUBLIC IMPROVEMENTS TOTAL \$2,179,998 \$1,220,799 \$959,199

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 Belford Avenue Bridge and Happy Canyon Creek Construction Plans Prepared by Felsburg Holt & Ullevig, latest revision dated March 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. 2

Roadway and Drainage Quantity Estimates

September 2, 2020

Item Number	Item Description	Estimated Quantity	Unit	Estimated Unit Cost	Subtotal
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I. EARTHWORK**A. Grading, Erosion Control, Sediment Control - Phase I**

1	Total Cut	38,804	CY	\$2.64	\$102,443
	Fill is 49,924 CY; ~11,120 CY haul required				
2	Remove Strippings (Topsoil 6" Depth)	14,581	CY	\$2.20	\$32,078
3	Over Excavation	0	CY	\$0.00	\$0
4	Surface Roughening	0	AC	\$110.00	\$0
5	Seeding & Mulching	0	AC	\$2,530.00	\$0
6	Vehicle Tracking Control	1	Each	\$3,520.00	\$3,520
7	Concrete Washout Area	1	Each	\$1,045.00	\$1,045
8	Stabilized Staging Area	1	Each	\$1,796.85	\$1,797
9	Portable Toilet Protection	1	Each	\$74.25	\$74
10	Debris and Trash Control	20	HR	\$82.50	\$1,650
11	Temporary Sediment Basin	4	Each	\$2,750.00	\$11,000
12	Check Dam	364	L.F.	\$60.50	\$22,022
13	Inlet Protection	16	Each	\$297.00	\$4,752
14	Rock Sock in Swale	11	Each	\$44.55	\$490
15	Diversion Ditch	410	L.F.	\$0.72	\$293
16	Silt Fence	10,350	L.F.	\$1.49	\$15,370

SUBTOTAL \$196,534**II. STORM SEWER SYSTEM IMPROVEMENTS*****A. Storm Laterals - Phase I**

1	Type-R Inlet - 5'	3	Each	\$6,594.50	\$19,784
2	Type-R Inlet - 10'	7	Each	\$9,048.98	\$63,343
3	Type-R Inlet - 15'	6	Each	\$10,288.00	\$61,728
4	Type C Inlet	1	Each	\$3,597.00	\$3,597
5	18" RCP	610	L.F.	\$57.72	\$35,209
6	24" RCP	215	L.F.	\$84.45	\$18,156
7	30" RCP	825	L.F.	\$114.79	\$94,704
8	36" RCP	625	L.F.	\$114.79	\$71,745
9	42" RCP	124	L.F.	\$160.67	\$19,923
10	4' Manhole	2	Each	\$3,466.07	\$6,932
11	5' Manhole	5	Each	\$7,150.00	\$35,750
12	6' Manhole	3	Each	\$7,673.60	\$23,021
13	7'-2" X 7'-2" Box Base Manhole	1	Each	\$13,200.00	\$13,200
14	Temp FES Removal	5	Each	\$1,100.00	\$5,500
15	Temp Swale (2' Wide)	650	L.F.	\$3.48	\$2,259
16	Type H Soil Rip Rap Lining for Swale	260	C.Y.	\$110.00	\$28,600

SUBTOTAL \$503,450

*All work assumed to be completed in Phase I

III. STREET IMPROVEMENTS**A. Street Improvements - Phase I**

1	Subgrade Preparation (2' Behind Back of Curb)	10,640	S.Y.	\$4.09	\$43,539
2	Over Excavation	-	C.Y.	\$0.00	\$0
3	20' Temporary Construction Access Road - 8" Thickness	102	S.Y.	\$7.92	\$808
4	Asphalt Pavement (5" HMA/8" ABC)	8,055	S.Y.	\$49.50	\$398,723
5	4" Mountable Curb & Gutter	4,435	L.F.	\$23.87	\$105,863
6	Signage	55	Each	\$779.35	\$42,864
7	2'x10' Solid White Crosswalk	650	S.F.	\$0.68	\$443
8	Cross Pan	318	S.Y.	\$145.20	\$46,174
9	Diagonal Pedestrian Ramp Including Curb Return	10	Each	\$1,876.44	\$18,764

10	Street Lights	3	Each	\$9,592.00	\$28,776
11	Retaining Walls	5,640	V.S.F.	\$132.00	\$744,480
12	5' Detached Concrete Sidewalk	22,175	S.F.	\$6.00	\$132,939
13	Subgrade Preparation for Sidewalk	3,450	S.Y.	\$3.85	\$13,283
14	Street Landscape and Irrigation Improvements (Plan West)	-	L.S.	\$0.00	\$0

PHASE 1 SUBTOTAL \$1,576,656

B. Street Improvements - Phase 2

1	Subgrade Preparation (2' Behind Back of Curb)	15,575	S.Y.	\$4.09	\$63,733
2	Over Excavation	-	C.Y.	\$0.00	\$0
3	Asphalt Pavement (5" HMA/8" ABC)	11,750	S.Y.	\$49.50	\$581,625
4	4" Mountable Curb & Gutter	6,595	L.F.	\$23.87	\$157,423
5	Signage	36	Each	\$779.35	\$28,057
6	Diagonal Pedestrian Ramp Including Curb Return	10	Each	\$1,876.44	\$18,764
7	Street Lights	4	Each	\$9,592.00	\$38,368
8	Retaining Walls	1,745	V.S.F.	\$132.00	\$230,340
9	5' Detached Concrete Sidewalk	32,975	S.F.	\$6.00	\$197,685
10	Subgrade Preparation for Sidewalk	5,130	S.Y.	\$3.85	\$19,751
11	Street Landscape and Irrigation Improvements (Plan West)	-	L.S.	\$0.00	\$0

PHASE 2 SUBTOTAL \$1,335,745

STREET IMPROVEMENTS SUBTOTAL \$2,912,401

IV. STREETScape & IRRIGATION

A. Landscape - Phase I

1	Street Tree	59	Each	\$1,000.00	\$59,133
2	Sod	35,480	S.F.	\$1.70	\$60,316
3	Shrub	22	Each	\$55.00	\$1,220
4	Ornamental Grass and Perennials	222	Each	\$20.00	\$4,435
5	Irrigation	35,480	S.F.	\$1.15	\$40,802

PHASE 1 SUBTOTAL \$165,906

B. Landscape - Phase II

1	Street Tree	88	Each	\$1,000.00	\$87,933
2	Sod	52,760	S.F.	\$1.70	\$89,692
3	Shrub	33	Each	\$55.00	\$1,814
4	Ornamental Grass and Perennials	330	Each	\$20.00	\$6,595
5	Irrigation	52,760	S.F.	\$1.15	\$60,674

PHASE 2 SUBTOTAL \$246,708

LANDSCAPE SUBTOTAL \$412,614

PUBLIC IMPROVEMENTS SUBTOTAL \$4,024,999

MOBILIZATION:

1	Mobilization @ 5%				\$201,250
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SURVEYING:

1	Surveying @ 5%				\$201,250
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CONSTRUCTION MANAGEMENT / TESTING:

1	Construction Management / Testing @ 12%				\$483,000
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CONTINGENCY:

1	Contingency @ 10%				\$402,500
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SUBTOTAL \$1,288,000

PUBLIC IMPROVEMENTS TOTAL \$5,312,998

The opinion of probable construction costs for Compark Village South, Filing No. 2 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 May 2020

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. 3

Roadway and Drainage Quantity Estimates

September 2, 2020

Item Number	Item Description	Estimated Quantity	Unit	Estimated Unit Cost	Subtotal
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I. EARTHWORK & EROSION/SEDIMENT CONTROL

1	Total Cut	67,458	CY	\$2.64	\$178,089
	Fill is 134,074 CY; ~66,616 CY haul required				
2	Remove Strippings (Topsoil 6" Depth)	18,179	CY	\$2.20	\$39,994
3	Over Excavation	0	CY	\$0.00	\$0
4	Surface Roughening	0	AC	\$110.00	\$0
5	Seeding & Mulching	0	AC	\$2,530.00	\$0
6	Vehicle Tracking Control	1	Each	\$3,520.00	\$3,520
7	Concrete Washout Area	1	Each	\$1,045.00	\$1,045
8	Stabilized Staging Area	1	Each	\$1,796.85	\$1,797
9	Portable Toilet Protection	1	Each	\$74.25	\$74
10	Debris and Trash Control	20	HR	\$82.50	\$1,650
11	Temporary Sediment Basin	1	Each	\$2,750.00	\$2,750
12	Check Dam	182	L.F.	\$60.50	\$11,011
13	Inlet Protection	11	Each	\$297.00	\$3,267
14	Outlet Protection	1	Each	\$44.55	\$45
15	Diversion Ditch	205	L.F.	\$0.72	\$147
16	Silt Fence	5,566	L.F.	\$1.49	\$8,266

SUBTOTAL \$251,654**II. STORM SEWER SYSTEM IMPROVEMENTS**

1	Type-R Inlet - 10'	3	Each	\$57.72	\$173
2	Type-R Inlet - 15'	7	Each	\$84.45	\$591
3	18" RCP	734	L.F.	\$57.72	\$42,366
4	24" RCP	671	L.F.	\$84.45	\$56,663
5	30" RCP	500	L.F.	\$114.79	\$57,396
6	36" RCP	503	L.F.	\$114.79	\$57,741
7	42" RCP	60	L.F.	\$160.67	\$9,640
8	4' Manhole	12	Each	\$3,466.07	\$41,593
9	5' Manhole	4	Each	\$7,150.00	\$28,600
10	42" FES	1	Each	\$3,357.20	\$3,357
11	Connect to Existing Stub	1	Each	\$935.00	\$935

SUBTOTAL \$299,055**III. DETENTION POND IMPROVEMENTS**

1	Concrete Trickle Channel with 6" High Curb	200	L.F.	\$166.38	\$33,275
2	Reinforced Concrete Forebay	1	Each	\$18,008.38	\$18,008
3	10' Wide Gravel Maintenance Trail (8" Crushed Gravel)	250	L.F.	\$46.13	\$11,534
4	Outlet Structure	1	L.S.	\$55,000.00	\$55,000
5	Type M Rip Rap at Emergency Overflow	60	C.Y.	\$151.25	\$9,075
6	Concrete Cutoff Wall	12	C.Y.	\$77.00	\$924
7	Place 4" Thick Topsoil Over Entire Pond Area	410	C.Y.	\$7.43	\$3,044
8	Permanent Seeding and Mulch over Entire Pond Area	1	AC	\$2,530.00	\$2,530

SUBTOTAL \$133,390

IV. STREET IMPROVEMENTS

1	Subgrade Preparation (2' Behind Back of Curb)	13,822	S.Y.	\$4.09	\$56,560
2	Asphalt Pavement (5" HMA/8" ABC)	10,345	S.Y.	\$49.50	\$512,078
3	4" Mountable Curb & Gutter	6,186	L.F.	\$23.87	\$147,660
4	Concrete Alley (6" Depth)	4,475	S.Y.	\$60.50	\$270,738
5	Signage	17	Each	\$779.35	\$13,249
6	2'x10' Solid White Crosswalk	650	Each	\$0.68	\$443
7	Cross Pan	130	S.Y.	\$75.78	\$9,851
8	Diagonal Pedestrian Ramp Including Curb Return	5	Each	\$1,876.44	\$9,382
9	Street Lights	3	Each	\$9,592.00	\$28,776
10	Retaining Walls	1,235	V.S.F.	\$132.00	\$163,020
11	5' Detached Concrete Sidewalk	27,680	S.F.	\$6.00	\$165,942
12	Subgrade Preparation for Sidewalk	4,306	S.Y.	\$3.85	\$16,578
13	Street Landscape and Irrigation Improvements	-	L.S.		\$0

SUBTOTAL \$1,394,276**V. STREETScape & IRRIGATION**

1	Street Tree	82	Each	\$1,000.00	\$82,480
2	Sod	49,488	S.F.	\$1.70	\$84,130
3	Shrub	31	Each	\$55.00	\$1,701
4	Ornamental Grass and Perennials	309	Each	\$20.00	\$6,186
5	Irrigation	49,488	S.F.	\$1.15	\$56,911

SUBTOTAL \$231,408**PUBLIC IMPROVEMENTS SUBTOTAL** \$1,944,985**MOBILIZATION:**

1	Mobilization @ 5%				\$97,249
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SURVEYING:

1	Surveying @ 5%				\$97,249
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CONSTRUCTION MANAGEMENT / TESTING:

1	Construction Management / Testing @ 12%				\$233,398
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CONTINGENCY:

1	Contingency @ 10%				\$194,498
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SUBTOTAL \$622,395**PUBLIC IMPROVEMENTS TOTAL** \$2,567,380

The opinion of probable construction costs for Compark Village South, Filing No. 3 was based on approximate quantity estimates for general Earthwork, utility work, concrete structural work, revegetation, and miscellaneous work based on a preliminary analysis by Manhard Consulting, April 2017

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.

Bid Tab
Compark Village South, Filing No. 1
First Street Improvement
Douglas County

September 2, 2020

Item Number	Item Description	Estimated Quantity	Unit	Estimated Unit Cost	Subtotal
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A. Storm Laterals - First Street

1	Swale (5' Wide)	1,100	L.F.	\$7.02	\$7,717
2	Swale (14' Wide)	470	L.F.	\$14.03	\$6,594
3	Type L Soil Rip Rap Lining	839	C.Y.	\$114.43	\$96,003

SUBTOTAL \$110,313**B. First Street**

1	Subgrade Preparation (2' Beyond Edge of Pavement)	7,120	S.Y.	\$4.28	\$30,459
2	Asphalt Pavement (3" HMA/6" ABC)	6,157	S.Y.	\$19.67	\$121,077
3	First Street Class 6 Gravel Road Base	6,157	S.Y.	\$16.10	\$99,128

SUBTOTAL \$250,664**C. CBMP**

1	Silt Fence	3,832	L.F.	\$1.55	\$5,949
2	Check Dam	120	L.F.	\$63.25	\$7,590
3	Reinforced Rock Berm (5'W x 10"H)	1	Each	\$287.50	\$288
4	Inlet Protection	1	Each	\$310.50	\$311
5	Seeding & Mulching	1	Ac	\$2,645.00	\$1,852

SUBTOTAL \$15,989**D. Storm Sewer**

1	Triple Type C Inlet	1	Each	\$16,846.06	\$16,846
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SUBTOTAL \$16,846**PUBLIC IMPROVEMENTS SUBTOTAL** \$393,812**MOBILIZATION/DEMOBILIZATION:**

1	Mobilization @ 5%				\$39,381
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SURVEYING:

1	Surveying @ 3%				\$11,814
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CONSTRUCTION MANAGEMENT / TESTING:

1	Construction Management / Testing @12%				\$47,257
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CONTINGENCY:

1	Contingency @ 10%				\$39,381
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SUBTOTAL \$137,834**TOTAL BID/CONTRACT AMOUNT** \$531,647

Note: All items to be furnished and installed per jurisdictional specification.

The bid tabulation 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 Consultants, latest revision dated September 2016

Compark Village South, Filing No. 1
Happy Canyon Creek Improvements
Roadway and Drainage Quantity Estimates

September 2, 2020

Item Number	Item Description	Estimated Quantity	Unit	Estimated Unit Cost	Subtotal	BSMD Responsibility		BNMD Responsibility	
						%	Amount	%	Amount

I. HAPPY CANYON IMPROVEMENTS**A. Cherokee Trail Crossing**

1	Removal of Pipe	3	Each	\$1,765.80	\$5,297	56%	\$2,967	44%	\$2,331
2	Embankment Material (Complete in Place)	34,409	C.Y.	\$2.94	\$101,266	56%	\$56,709	44%	\$44,557
3	Structure Excavation	420	C.Y.	\$9.81	\$4,120	56%	\$2,307	44%	\$1,813
4	Structure Backfill (Class 1)	217	C.Y.	\$14.72	\$3,193	56%	\$1,788	44%	\$1,405
5	Filter Material (Class A)	35	C.Y.	\$63.77	\$2,232	56%	\$1,250	44%	\$982
6	Topsoil	262	C.Y.	\$14.72	\$3,855	56%	\$2,159	44%	\$1,696
7	Temporary Stream Crossing	1	Each	\$24,525.00	\$24,525	56%	\$13,734	44%	\$10,791
8	Aggregate Base Course (Class 6)	112	C.Y.	\$39.24	\$4,395	56%	\$2,461	44%	\$1,934
9	Steel Sheet Piling (Type II)	2,510	S.F.	\$39.24	\$98,492	56%	\$55,156	44%	\$43,337
10	Grouted Riprap (24 inch)	25	C.Y.	\$196.20	\$4,905	56%	\$2,747	44%	\$2,158
11	Riprap (12 inch)	51	C.Y.	\$53.96	\$2,752	56%	\$1,541	44%	\$1,211
12	Soil Riprap (12 inch)	1,220	C.Y.	\$53.96	\$65,825	56%	\$36,862	44%	\$28,963
13	Concrete Class D (Box Culvert)	105	C.Y.	\$564.08	\$59,228	56%	\$33,168	44%	\$26,060
14	48 inch Reinforced Concrete Pipe (Complete in Place)	211	L.F.	\$167.75	\$35,395	56%	\$19,821	44%	\$15,574
15	48 inch Reinforced Concrete End Section	1	Each	\$5,935.05	\$5,935	56%	\$3,324	44%	\$2,611
16	Inlet Type D (10 ft)	1	Each	\$8,632.80	\$8,633	56%	\$4,834	44%	\$3,798
17	Concrete Sidewalk (6 in)	240	S.Y.	\$42.18	\$10,124	56%	\$5,669	44%	\$4,455
SUBTOTAL							\$246,497		\$193,676

B. Drop Structure #1

1	Filter Material (Class A)	305	C.Y.	\$63.77	\$19,448	56%	\$10,891	44%	\$8,557
2	Topsoil	126	C.Y.	\$14.72	\$1,854	56%	\$1,038	44%	\$816
3	Temporary Stream Crossing	1	Each	\$24,525.00	\$24,525	56%	\$13,734	44%	\$10,791
4	Aggregate Base Course (Class 6)	129	C.Y.	\$39.24	\$5,062	56%	\$2,835	44%	\$2,227
5	Steel Sheet Piling (Type II)	1,660	S.F.	\$39.24	\$65,138	56%	\$36,478	44%	\$28,661
6	Grouted Riprap (24 inch)	144	C.Y.	\$196.20	\$28,253	56%	\$15,822	44%	\$12,431
7	Riprap (24 inch)	908	C.Y.	\$68.67	\$62,352	56%	\$34,917	44%	\$27,435
8	Soil Riprap (12 inch)	208	C.Y.	\$53.96	\$11,223	56%	\$6,285	44%	\$4,938
9	Concrete Class D (Wall)	46	C.Y.	\$1,569.60	\$72,202	56%	\$40,433	44%	\$31,769
10	Concrete Sidewalk (6 in)	487	S.Y.	\$42.18	\$20,543	56%	\$11,504	44%	\$9,039
SUBTOTAL							\$173,936		\$136,664

C. Drop Structure #2

1	Topsoil	104	C.Y.	\$34.34	\$3,571	56%	\$2,000	44%	\$1,571
2	Temporary Stream Crossing	1	Each	\$24,525.00	\$24,525	56%	\$13,734	44%	\$10,791
3	Aggregate Base Course (Class 6)	153	C.Y.	\$44.15	\$6,754	56%	\$3,782	44%	\$2,972
4	Steel Sheet Piling (Type II)	2,050	S.F.	\$39.24	\$80,442	56%	\$45,048	44%	\$35,394
5	Grouted Riprap (24 inch)	115	C.Y.	\$343.35	\$39,485	56%	\$22,112	44%	\$17,374
6	Soil Riprap (12 inch)	199	C.Y.	\$73.58	\$14,641	56%	\$8,199	44%	\$6,442
SUBTOTAL							\$94,874		\$74,544

D. Drop Structure #3

1	Topsoil	168	C.Y.	\$34.34	\$5,768	56%	\$3,230	44%	\$2,538
2	Temporary Stream Crossing	1	Each	\$24,525.00	\$24,525	56%	\$13,734	44%	\$10,791
3	Aggregate Base Course (Class 6)	331	C.Y.	\$44.15	\$14,612	56%	\$8,183	44%	\$6,429
4	Steel Sheet Piling (Type II)	3,000	S.F.	\$39.24	\$117,720	56%	\$65,923	44%	\$51,797
5	Grouted Riprap (24 inch)	174	C.Y.	\$343.35	\$59,743	56%	\$33,456	44%	\$26,287
6	Soil Riprap (12 inch)	163	C.Y.	\$73.58	\$11,993	56%	\$6,716	44%	\$5,277
SUBTOTAL							\$131,242		\$103,119

E. Wetland Maintenance

1	Wetlands Maintenance	1	L.S.	\$24,750.00	\$24,750	56%	\$13,860	44%	\$10,890
SUBTOTAL							\$13,860		\$10,890

HAPPY CANYON SUBTOTAL **\$1,179,303** **\$660,409** **\$518,893****PUBLIC IMPROVEMENTS SUBTOTAL** **\$1,179,303** **\$660,409** **\$518,893****DESIGN/PLANNING:**

1	Design/Planning @ 10%				\$117,930		\$66,041		\$51,889
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MOBILIZATION:

1	Mobilization @ 5%				\$58,965		\$33,020		\$25,945
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SURVEYING:

1	Surveying @ 3%				\$35,379		\$19,812		\$15,567
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CONSTRUCTION MANAGEMENT / TESTING:

1	Construction Management / Testing @12%				\$141,516		\$79,249		\$62,267
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CONTINGENCY:

1	Contingency @ 10%				\$117,930		\$66,041		\$51,889
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SUBTOTAL **\$471,721** **\$264,164** **\$207,557****PUBLIC IMPROVEMENTS TOTAL** **\$1,651,024** **\$924,573** **\$726,450**

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 Belford Avenue Bridge and Happy Canyon Creek Construction Plans Prepared by Felsburg Holt & Ullevig, latest revision dated March 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

September 2, 2020

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.	\$50.00	\$33,250	56%	\$18,620	44%	\$14,630
2	8" Gate Valve and Box	9	Each	\$1,831.00	\$16,479	56%	\$9,228	44%	\$7,251
3	8" Plug w/ KB and 2" BO	9	Each	\$2,153.00	\$19,377	56%	\$10,851	44%	\$8,526
4	8" x 6" Tee w/ Kick Block	3	Each	\$637.00	\$1,911	56%	\$1,070	44%	\$841
5	12" PVC Water Main	6494	L.F.	\$70.00	\$454,580	56%	\$254,565	44%	\$200,015
6	12" DIP Water Main	20	L.F.	\$88.11	\$1,762	56%	\$987	44%	\$775
7	12" Gate Valve and Box	12	Each	\$3,280.00	\$39,360	56%	\$22,042	44%	\$17,318
8	12" Plug w/ BO	1	Each	\$2,297.00	\$2,297	56%	\$1,286	44%	\$1,011
9	12" x 12" Tee w/ KB and Plug	2	Each	\$1,670.00	\$3,340	56%	\$1,870	44%	\$1,470
10	12" x 12" Tee w/ Kick Block	6	Each	\$1,624.00	\$9,744	56%	\$5,457	44%	\$4,287
11	12" x 12" Cross	5	Each	\$1,529.00	\$7,645	56%	\$4,281	44%	\$3,364
12	12"x 8" Reducer	12	Each	\$632.50	\$7,590	56%	\$4,250	44%	\$3,340
13	12"x 6" Reducer	3	Each	\$615.50	\$1,847	56%	\$1,034	44%	\$812
14	12" 45 Degree Bend	2	Each	\$999.50	\$1,999	56%	\$1,119	44%	\$880
15	12" 11.25 Degree Bend	1	Each	\$937.00	\$937	56%	\$525	44%	\$412
16	12" 90 Degree Bend	1	Each	\$1,070.00	\$1,070	56%	\$599	44%	\$471
17	12" Water Main Lowering	5	Each	\$15,704.00	\$78,520	56%	\$43,971	44%	\$34,549
18	High Deflection Coupling	2	Each	\$686.50	\$1,373	56%	\$769	44%	\$604
19	Fire Hydrant Assembly	6	Each	\$8,000.00	\$48,000	56%	\$26,880	44%	\$21,120
20	Steel Casing for Channel Crossing	200	L.F.	\$333.00	\$66,600	56%	\$37,296	44%	\$29,304
21	Connection to Existing Water Line	2	Each	\$2,494.80	\$4,990	56%	\$2,794	44%	\$2,195
22	2" Irrigation Tap (tap fee not included)	2	Each	\$8,913.00	\$17,826	56%	\$9,983	44%	\$7,843
23	2.5" Irrigation Tap (tap fee not included)	-	Each	\$24,047.10	\$0	56%	\$0	44%	\$0
SUBTOTAL					\$820,496		\$459,478		\$361,018

II. Offsite Water Improvements

1	E-470 Water Bore	1	L.S	\$728,874.00	\$728,874	56%	\$408,169	44%	\$320,705
SUBTOTAL					\$728,874		\$408,169		\$320,705
WATER IMPROVEMENTS SUBTOTAL					\$1,549,370		\$867,647		\$681,723

DESIGN/PLANNING:

1	Design/Planning @ 10%				\$154,937		\$86,765		\$68,172
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MOBILIZATION:

1	Mobilization @ 5%				\$77,469		\$43,382		\$34,086
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SURVEYING:

1	Surveying @ 3%				\$46,481		\$26,029		\$20,452
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CONSTRUCTION MANAGEMENT / TESTING:

1	Construction Management / Testing @12%				\$185,924		\$104,118		\$81,807
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SVMD CONTINGENCY

1	SVMD Contingency @ 12%				\$185,924		\$104,118		\$81,807
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SUBTOTAL **\$650,736** **\$364,412** **\$286,324**

WATER IMPROVEMENTS TOTAL **\$2,200,106** **\$1,232,059** **\$968,047**

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. 2
Water Main Estimate

August 14, 2020

Item Number	Item Description	Estimated Quantity	Unit	Estimated Unit Cost	Subtotal
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I. WATER IMPROVEMENTS**A. Water Improvements - Phase 1**

1	8" PVC Water Main	2,581	L.F.	\$50.00	\$129,050
2	8" Gate Valve and Box	20	Each	\$1,831.00	\$36,620
3	8" x 6" Tee w/ Kick Block	15	Each	\$637.00	\$9,555
4	8" x 8" Cross w/ KB	1	Each	\$1,485.00	\$1,485
5	8" x 8" Tee w/ KB	3	Each	\$1,330.36	\$3,991
6	8" Plug w/ BO & KB	3	Each	\$2,153.00	\$6,459
7	8" 11.25 Degree Bend	1	Each	\$695.50	\$696
8	8" 22.5 Degree Bend w/ 8"x6" Reducer & Kick Block	1	Each	\$695.50	\$696
9	8" Water Main Lowering	5	Each	\$13,152.00	\$65,760
10	6" PVC Water Main	1,969	L.F.	\$39.89	\$78,543
11	6" Gate Valve and Box	10	Each	\$1,548.55	\$15,486
12	6" Plug w/ BO & KB	10	Each	\$1,751.88	\$17,519
13	6" Water Main Lowering	3	Each	\$8,812.00	\$26,436
14	Fire Hydrant Assembly	6	Each	\$8,000.00	\$48,000
15	5' Manhole	1	Each	\$5,294.03	\$5,294
16	6" Check Valve	1	Each	\$2,050.00	\$2,050
17	6" Turbine Meter	1	Each	\$0.00	
18	Remove Existing 8" Plug and Make Dry Connection	3	Each	\$2,494.80	\$7,484

SUBTOTAL \$440,295

B. Water Improvements - Phase 2

1	8" PVC Water Main	3,152	L.F.	\$50.00	\$157,600
2	8" Gate Valve and Box	16	Each	\$1,831.00	\$29,296
3	8" Plug w/ BO and KB	3	Each	\$2,153.00	\$6,459
4	8" x 6" Tee w/ Kick Block	11	Each	\$637.00	\$7,007
5	8" x 8" Tee w/ KB	2	Each	\$1,330.36	\$2,661
6	8" x 8" Cross w/ KB	1	Each	\$1,061.67	\$1,062
7	8" 45 Degree Bend w/ KB	1	Each	\$695.50	\$696
8	8" 22.5 Degree Bend w/ 8"x6" Reducer & Kick Block	1	Each	\$695.50	\$696
9	6" PVC Water Main	1,184	L.F.	\$39.89	\$47,230
10	6" Gate Valve and Box	5	Each	\$1,548.55	\$7,743
11	6" Plug w/ BO & KB	5	Each	\$1,751.88	\$8,759
12	Fire Hydrant Assembly	9	Each	\$8,000.00	\$72,000
13	5' Manhole	2	Each	\$5,294.03	\$10,588
14	6" Check Valve	2	Each	\$2,050.00	\$4,100
15	6" Turbine Meter	2	Each	\$0.00	
16	Remove Existing 8" Plug and Make Dry Connection	3	Each	\$2,494.80	\$7,484
17	Air Release	1	Each	\$6,500.00	\$6,500

SUBTOTAL \$369,880

WATER IMPROVMENTS SUBTOTAL \$810,175

DESIGN/PLANNING:

1	Design/Planning @ 10%				\$81,017
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MOBILIZATION:

1	Mobilization @ 5%				\$40,509
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SURVEYING:

1	Surveying @ 3%				\$24,305
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CONSTRUCTION MANAGEMENT / TESTING:

1	Construction Management / Testing @12%				\$97,221
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SVMD CONTINGENCY

1	12% of Water Infrastructure Improvement Costs				\$97,221
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SUBTOTAL \$340,273

WATER IMPROVEMENTS TOTAL \$1,150,448

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 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. 3

Water Main Estimate

August 12, 2020

Item Number	Item Description	Estimated Quantity	Unit	Estimated Unit Cost	Subtotal
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I. WATER IMPROVEMENTS

1	8" PVC Water Main	2,800	L.F.	\$50.00	\$140,000
2	8" Gate Valve and Box	14	Each	\$1,831.00	\$25,634
3	8" x 6" Tee w/ Kick Block	15	Each	\$637.00	\$9,555
4	8" x 8" Tee w/ KB	2	Each	\$1,330.36	\$2,661
5	8" 11.25 Degree Bend	16	Each	\$695.50	\$11,128
6	8" 22.5 Degree Bend w/ 8"x6" Reducer & Kick Block	4	Each	\$695.50	\$2,782
7	8" Water Main Lowering	5	Each	\$13,152.00	\$65,760
8	6" PVC Water Main	1,300	L.F.	\$39.89	\$51,857
9	6" Gate Valve and Box	9	Each	\$1,548.55	\$13,937
10	6" Plug w/ BO & KB	9	Each	\$1,751.88	\$15,767
11	Series 3800 Mega Coupling	5	Each	\$707.50	\$3,538
12	6" Water Main Lowering	5	Each	\$8,812.00	\$44,060
13	Fire Hydrant Assembly	6	Each	\$8,000.00	\$48,000
14	Air Release	1	Each	\$6,500.00	\$6,500
15	Water Service w/ Meter	154	Each	\$0.00	\$0
16	Remove Existing 8" Plug and Make Dry Connection	4	Each	\$2,494.80	\$9,979

SUBTOTAL **\$451,157****DESIGN/PLANNING:**

1	Design/Planning @ 10%				\$45,116
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MOBILIZATION:

1	Mobilization @ 5%				\$22,558
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SURVEYING:

1	Surveying @ 3%				\$13,535
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CONSTRUCTION MANAGEMENT / TESTING:

1	Construction Management / Testing @12%				\$54,139
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SVMD CONTINGENCY

1	12% of Water Infrastructure Improvement Costs				\$54,139
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SUBTOTAL **\$189,486****WATER IMPROVEMENTS TOTAL** **\$640,643**

The opinion of probable construction costs for was based on approximate quantity estimates for general utility work based on a preliminary analysis by Manhard Consulting.

Quantities were multiplied by current construction industry prices.

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Compark Village South, Filing No. 1
Sanitary Sewer Estimates

September 2, 2020

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)	1,887	L.F.	\$58.00	\$109,446	56%	\$61,290	44%	\$48,156
2	8" Sanitary Sewer Main (>16' Depth)	242	L.F.	\$96.00	\$23,232	56%	\$13,010	44%	\$10,222
3	8" Sanitary Sewer Main C900	358	L.F.	\$98.00	\$35,084	56%	\$19,647	44%	\$15,437
4	8" DIP (>16')	60	L.F.	\$98.00	\$5,880	56%	\$3,293	44%	\$2,587
5	8" Plug	4	Each	\$198.00	\$792	56%	\$444	44%	\$348
6	12" Sanitary Sewer Main (0-16' Depth) - PVC	1,200	L.F.	\$66.00	\$79,200	56%	\$44,352	44%	\$34,848
7	12" Sanitary Sewer Main (>16' Depth) - PVC	216	L.F.	\$238.00	\$51,408	56%	\$28,788	44%	\$22,620
8	12" Sanitary Sewer Main - C900	1,138	L.F.	\$125.00	\$142,250	56%	\$79,660	44%	\$62,590
9	4' Diameter Manholes (0-20' Depth)	17	Each	\$6,441.00	\$109,497	56%	\$61,318	44%	\$48,179
10	4' Diameter Drop Manhole	1	Each	\$6,441.00	\$6,441	56%	\$3,607	44%	\$2,834
11	20" Dia. Concrete Encasement	235	L.F.	\$93.00	\$21,855	56%	\$12,239	44%	\$9,616
12	Connection to Existing Sanitary Sewer	1	Each	\$2,321.00	\$2,321	56%	\$1,300	44%	\$1,021
13	10' Maintenance Trail (Crusher Fines)	8,500	S.F.	\$3.00	\$25,500	56%	\$14,280	44%	\$11,220
					<u>\$612,906</u>		<u>\$343,227</u>		<u>\$269,679</u>

II. Offsite Sanitary Sewer Improvements

1	Off-Site Filing No. 8 Sanitary Improvements \$910,028.52 CVS 60%	1	L.S.	\$546,017.11	\$546,017	56%	\$305,770	44%	\$240,248
					SUBTOTAL		<u>\$305,770</u>		<u>\$240,248</u>
					SANITARY IMPROVEMENTS SUBTOTAL		<u>\$648,997</u>		<u>\$509,926</u>

DESIGN/PLANNING:

1	Design/Planning @ 10%				\$115,892		\$64,900		\$50,993
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MOBILIZATION:

1	Mobilization @ 5%				\$57,946		\$32,450		\$25,496
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SURVEYING:

1	Surveying @ 3%				\$34,768		\$19,470		\$15,298
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CONSTRUCTION MANAGEMENT / TESTING:

1	Construction Management / Testing @12%				\$139,071		\$77,880		\$61,191
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SVMD CONTINGENCY

1	SVMD Contingency @ 12%				\$139,071		\$77,880		\$61,191
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SUBTOTAL **\$486,748** **\$272,579** **\$214,169**

SANITARY IMPROVEMENTS TOTAL **\$1,645,671** **\$921,576** **\$724,095**

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. 2
Sanitary Sewer Estimates

August 12, 2020

Item Number	Item Description	Estimated Quantity	Unit	Estimated Unit Cost	Subtotal
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I. SANITARY SEWER IMPROVEMENTS**A. Sanitary Sewer - Phase I**

1	8" Sanitary Sewer Main (0-16' Depth)	3,686	L.F.	\$58.00	\$213,788
2	4' Diameter Manholes (0-20' Depth)	22	Each	\$6,441.00	\$141,702
3	8" Plug	2	Each	\$198.00	\$396
4	Connection to Existing Sanitary Sewer	1	Each	\$2,321.00	\$2,321

SUBTOTAL **\$358,207**

B. Sanitary Sewer - Phase 2

1	8" Sanitary Sewer Main (0-16' Depth)	2,930	L.F.	\$58.00	\$169,940
2	8" Sanitary Sewer Main (>16' Depth)	540	L.F.	\$96.00	\$51,840
3	4' Diameter Manholes (0-20' Depth)	20	Each	\$6,441.00	\$128,820
4	8' Plug	1	Each	\$198.00	\$198
5	Connection to Existing Sanitary Sewer	2	Each	\$2,321.00	\$4,642

SUBTOTAL **\$355,440**

SANITARY SEWER SUBTOTAL **\$713,647**

DESIGN/PLANNING:

1	Design/Planning @ 10%				\$71,365
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MOBILIZATION:

1	Mobilization @ 5%				\$35,682
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SURVEYING:

1	Surveying @ 3%				\$21,409
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CONSTRUCTION MANAGEMENT / TESTING:

1	Construction Management / Testing @12%				\$85,638
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SVMD CONTINGENCY

1	12% of Proposed Sanitary Sewer Improvement Costs				\$85,638
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SUBTOTAL **\$299,732**

SANITARY IMPROVEMENTS TOTAL **\$1,013,379**

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 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. 3
Sanitary Sewer Estimates

August 12, 2020

Item Number	Item Description	Estimated Quantity	Unit	Estimated Unit Cost	Subtotal
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I. SANITARY SEWER IMPROVEMENTS

1	8" Sanitary Sewer Main (0-16' Depth)	3,600	L.F.	\$58.00	\$208,800
2	4' Diameter Manholes (0-20' Depth)	31	Each	\$6,441.00	\$199,671
3	Sanitary Sewer Service	-	Each	\$0.00	\$0
4	Connection to Existing Sanitary Sewer	2	Each	\$2,321.00	\$4,642

SUBTOTAL **\$413,113**

DESIGN/PLANNING:

1	Design/Planning @ 10%				\$41,311
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MOBILIZATION:

1	Mobilization @ 5%				\$20,656
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SURVEYING:

1	Surveying @ 3%				\$12,393
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CONSTRUCTION MANAGEMENT / TESTING:

1	Construction Management / Testing @12%				\$49,574
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SVMD CONTINGENCY

1	12% of Proposed Sanitary Sewer Improvement Costs				\$49,574
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SUBTOTAL **\$173,507**

SANITARY IMPROVEMENTS TOTAL **\$586,620**

The opinion of probable construction costs for was based on approximate quantity estimates for general utility work based on a preliminary analysis prepared by Manhard Consulting.

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 LANDSCAPE IMPROVEMENTS

September 2, 2020

Item Number	Item Description	Estimated Quantity	Unit	Estimated Unit Cost	Subtotal	BSMD Responsibility		BNMD Responsibility	
						%	Amount	%	Amount
I	Green Acres Tributary Box Culvert Enhancements								
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	\$800.00	\$6,400.00	56%	\$3,584.00	44%	\$2,816.00
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				\$286,841.50		\$160,631.24		\$126,210.26
B	Revegetation Improvements								
1	Deciduous Trees	6	EA	\$1,000.00	\$6,000.00	56%	\$3,360.00	44%	\$2,640.00
2	Submerged Aquatic Seed		SF	\$0.85	\$0.00	56%	\$0.00	44%	\$0.00
3	Riparian Seed	55,652	SF	\$0.65	\$36,173.80	56%	\$20,257.33	44%	\$15,916.47
4	Native Turf	638,908	SF	\$0.65	\$415,290.20	56%	\$232,562.51	44%	\$182,727.69
5	Wetland Plugs at Pipe Outfall		EA	\$4.00	\$0.00	56%	\$0.00	44%	\$0.00
6	Wetland Plugs in Ponds (3' O.C.)		EA	\$4.00	\$0.00	56%	\$0.00	44%	\$0.00
	Subtotal				\$457,464.00		\$256,179.84		\$201,284.16
C	Irrigation								
1	Riparian/Submerged Aquatic Irrigation		SF	\$1.25	\$0.00	56%	\$0.00	44%	\$0.00
2	Irrigated Native Turf	638,908	SF	\$1.25	\$798,635.00	56%	\$447,235.60	44%	\$351,399.40
3	Irrigation Tap	1	EA	\$218,000.00	\$218,000.00	56%	\$122,080.00	44%	\$95,920.00
	Subtotal				\$1,016,635.00		\$569,315.60		\$447,319.40
II	Berm Landscape Improvements								
A	Hardscape Site Improvements								
1	Stone Fence Columns	23	EA	\$2,000.00	\$46,000.00	100%	\$46,000.00	0%	\$0.00
2	Split Rail Fence	525	LF	\$18.00	\$9,450.00	100%	\$9,450.00	0%	\$0.00
3	Crusher Fines Trail	33,686	SF	\$1.75	\$58,950.50	100%	\$58,950.50	0%	\$0.00
	Subtotal				\$114,400.50		\$114,400.50		\$0.00
B	Landscape Improvements								
1	Deciduous Trees	11	EA	\$1,000.00	\$11,000.00	100%	\$11,000.00	0%	\$0.00
2	Evergreen Trees	84	EA	\$850.00	\$71,400.00	100%	\$71,400.00	0%	\$0.00
3	Deciduous Shrubs	1,355	EA	\$55.00	\$74,525.00	100%	\$74,525.00	0%	\$0.00
4	Native Turf	416,265	SF	\$0.65	\$270,572.25	100%	\$270,572.25	0%	\$0.00
	Subtotal				\$427,497.25		\$427,497.25		\$0.00
C	Irrigation								
1	Irrigated Native Turf	416,265	SF	\$0.65	\$270,572.25	100%	\$270,572.25	0%	\$0.00
2	Tree Irrigation	95	EA	\$5.00	\$475.00	100%	\$475.00	0%	\$0.00
3	Shrub Irrigation	33,875	SF	\$1.50	\$50,812.50	100%	\$50,812.50	0%	\$0.00
	Subtotal				\$321,859.75		\$321,859.75		\$0.00
	Landscape Improvements Subtotal				\$2,624,698.00		\$1,849,884.18		\$774,813.82
DESIGN/PLANNING:									
1	Design/Planning @ 10%				\$262,470		\$184,988		\$77,481
MOBILIZATION:									
1	Mobilization @ 5%				\$131,235		\$92,494		\$38,741
SURVEYING:									
1	Surveying @ 3%				\$78,741		\$55,497		\$23,244
CONSTRUCTION MANAGEMENT / TESTING:									
1	Construction Management / Testing @12%				\$314,964		\$221,986		\$92,978
SVMD CONTINGENCY									
1	SVMD Contingency @ 12%				\$314,964		\$221,986		\$92,978
	Subtotal				\$1,102,373.16		\$776,951.36		\$325,421.80
	LANDSCAPE IMPROVEMENTS TOTAL				\$3,727,071		\$2,626,836		\$1,100,236
	LETTER OF CREDIT AT 110%				\$4,099,778		\$2,889,519		\$1,210,259

Note: Costs based on Compark Village Filing 1 Landscape Plans Prepared by THK Dated: 8/26/16

P:\Compark Village South Landscape Improvements\Engineering\Drawings\DWG\CLCPKC3 - EOPC Belford Ave Chambers HP - w/Bid Numbers 20200902.XLS

EXHIBIT E

Maps Depicting Public Improvements

EXHIBIT MAP DEPICTING PUBLIC IMPROVEMENTS -STREETS-

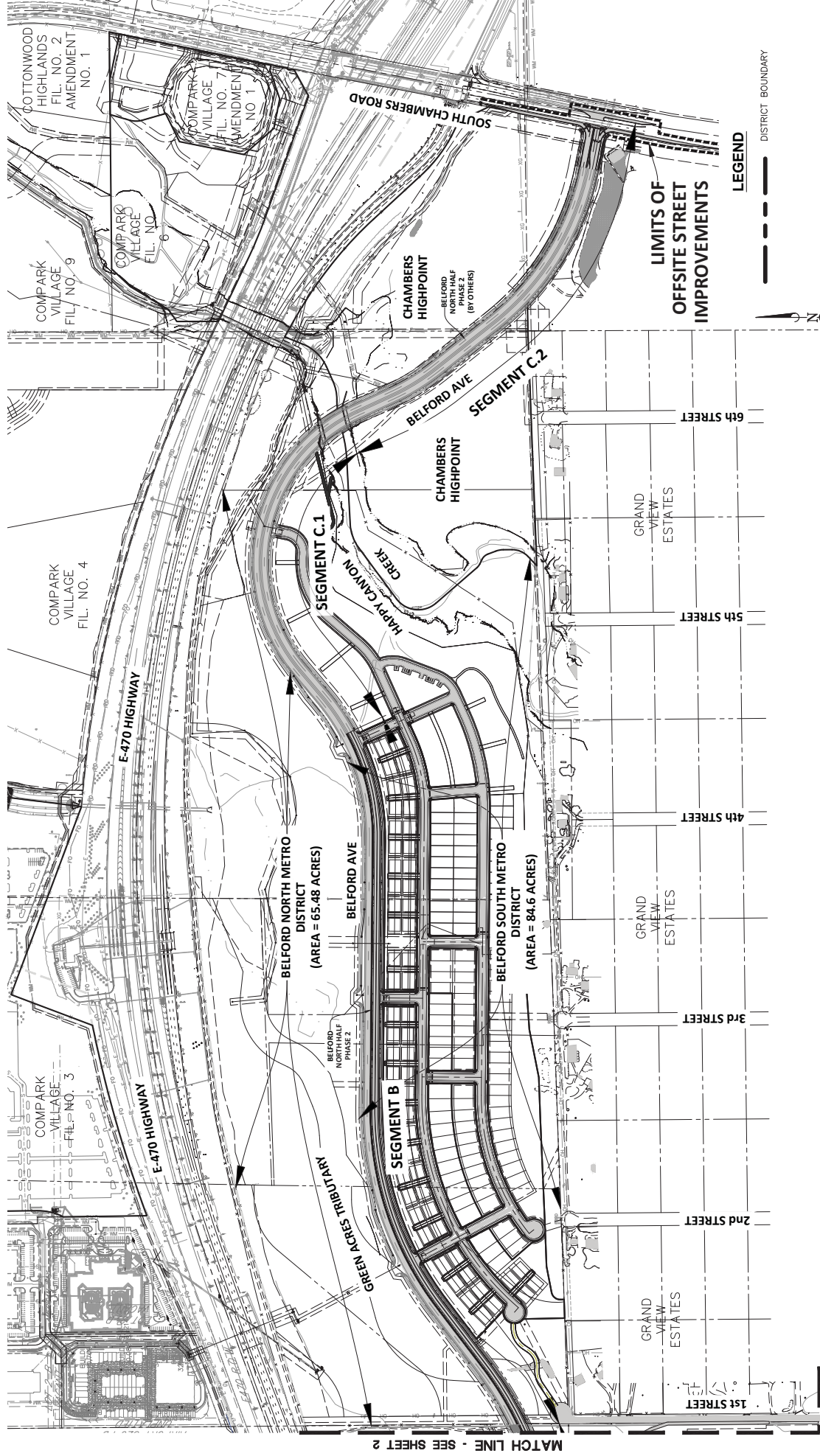


EXHIBIT MAP DEPICTING PUBLIC IMPROVEMENTS -OFFSITE STREETS-

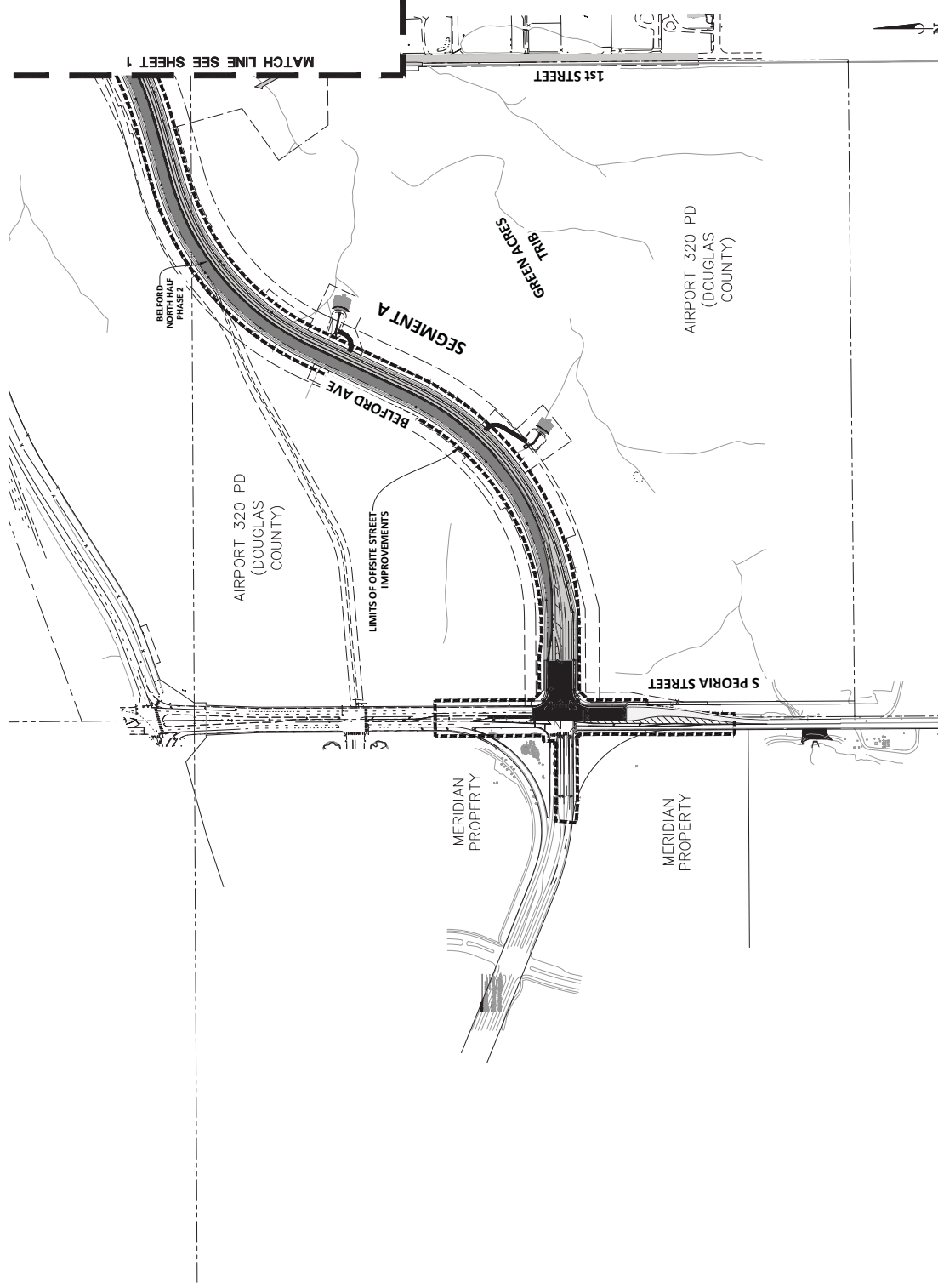


EXHIBIT MAP DEPICTING PUBLIC IMPROVEMENTS -STORM DRAINAGE-

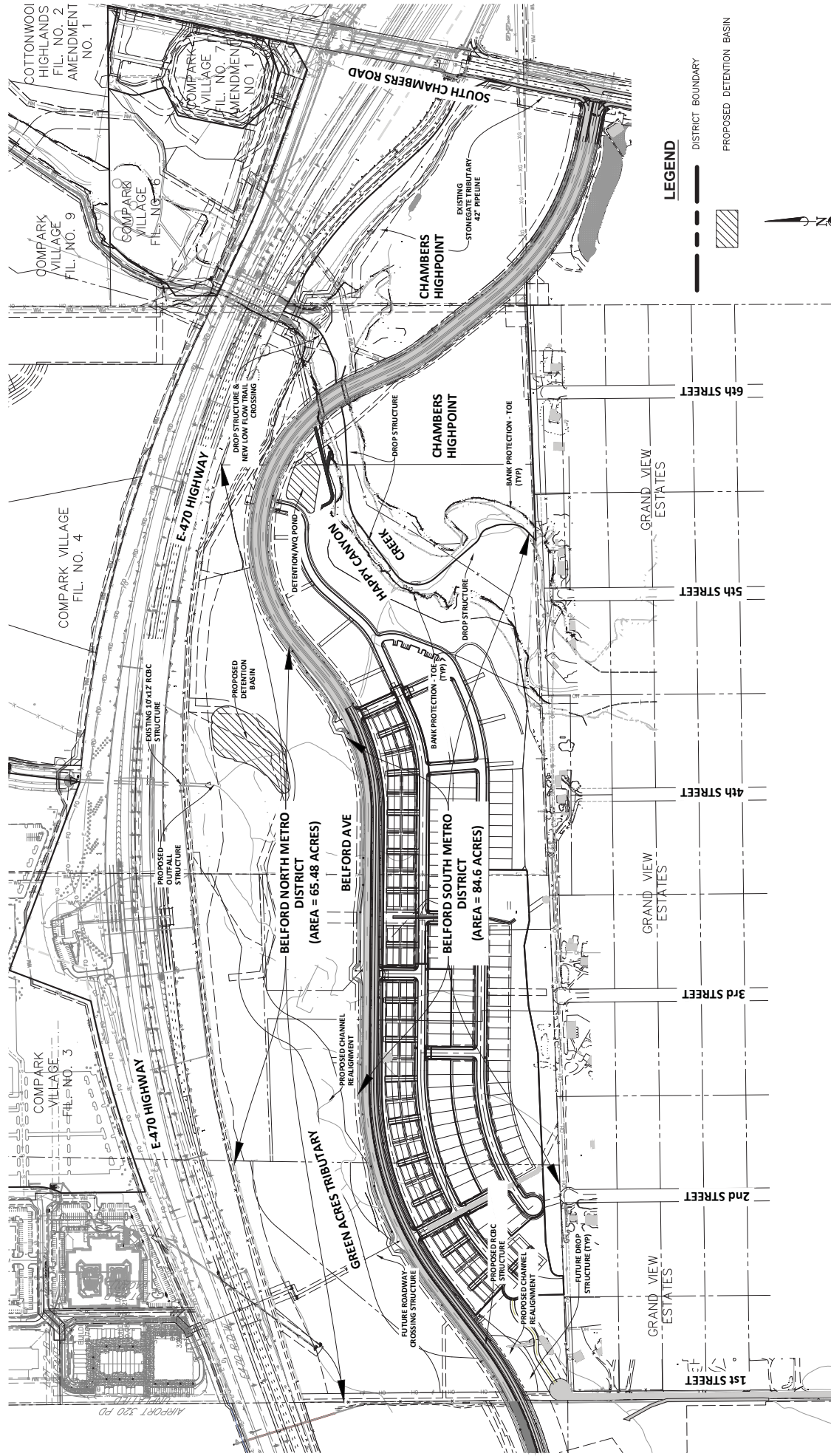


EXHIBIT MAP DEPICTING PUBLIC IMPROVEMENTS -SANITARY SEWER-

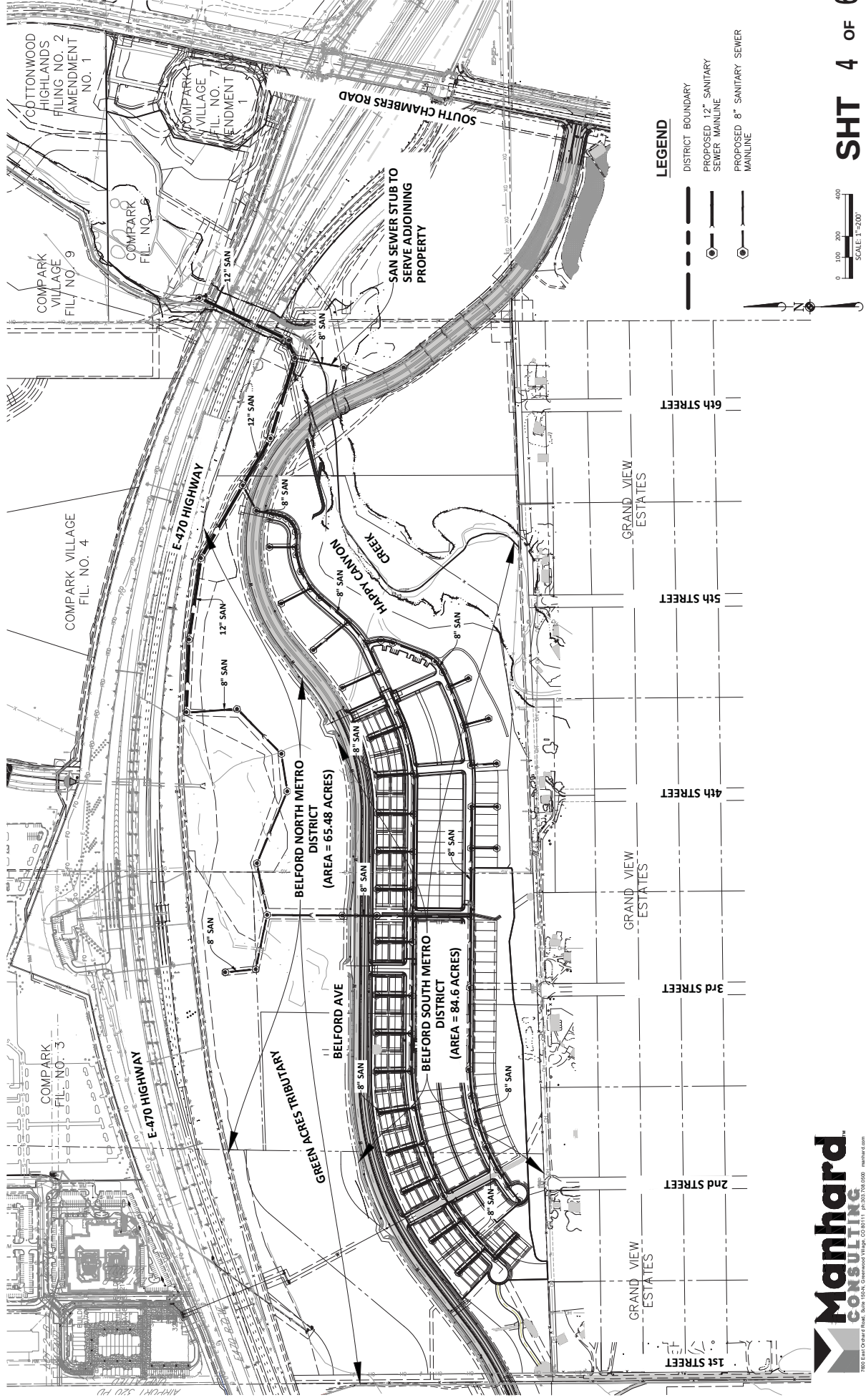


EXHIBIT MAP DEPICTING PUBLIC IMPROVEMENTS -WATER MAINS-

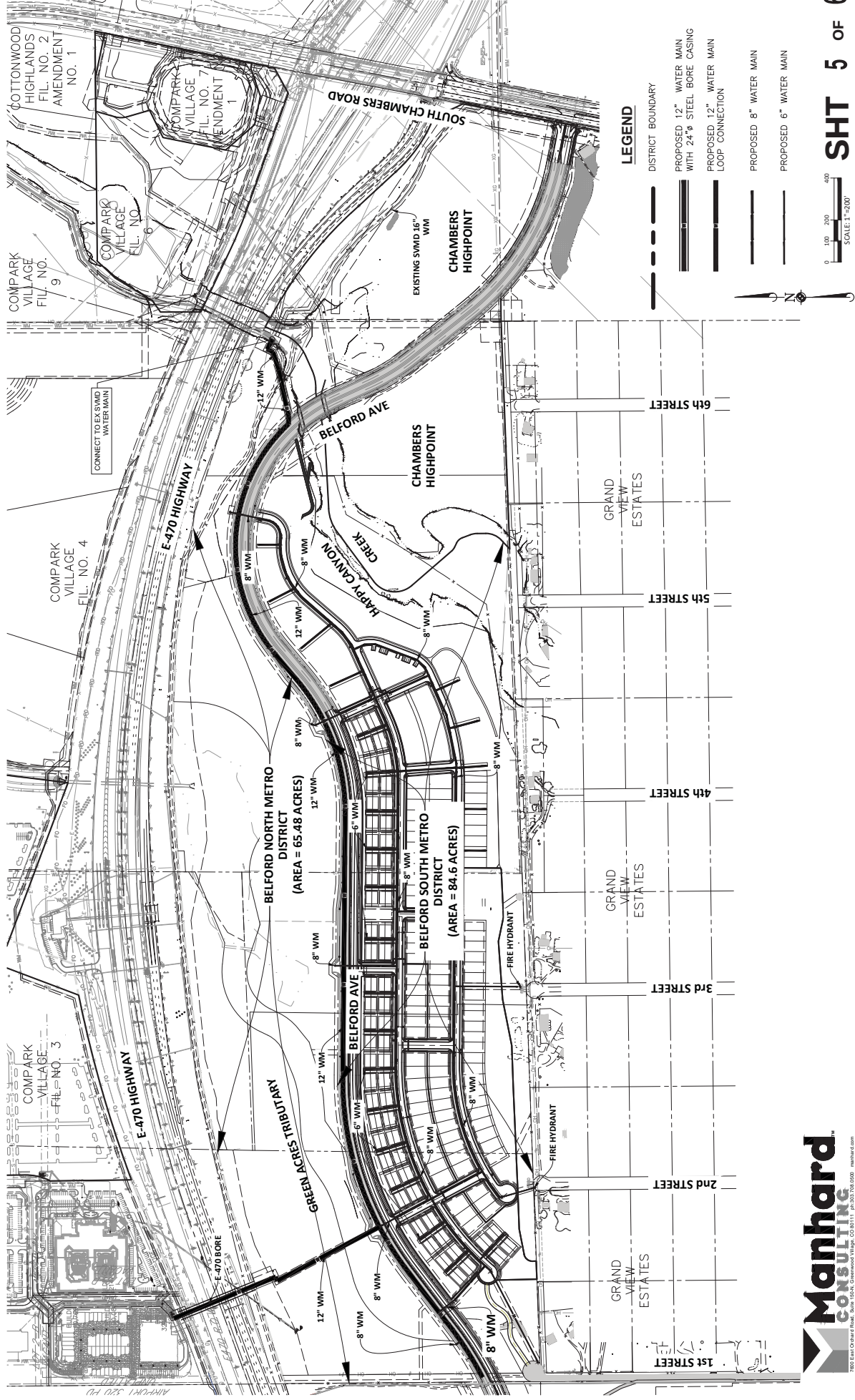


EXHIBIT MAP DEPICTING PUBLIC IMPROVEMENTS -PARK/OPEN SPACE/STREETSCAPE-

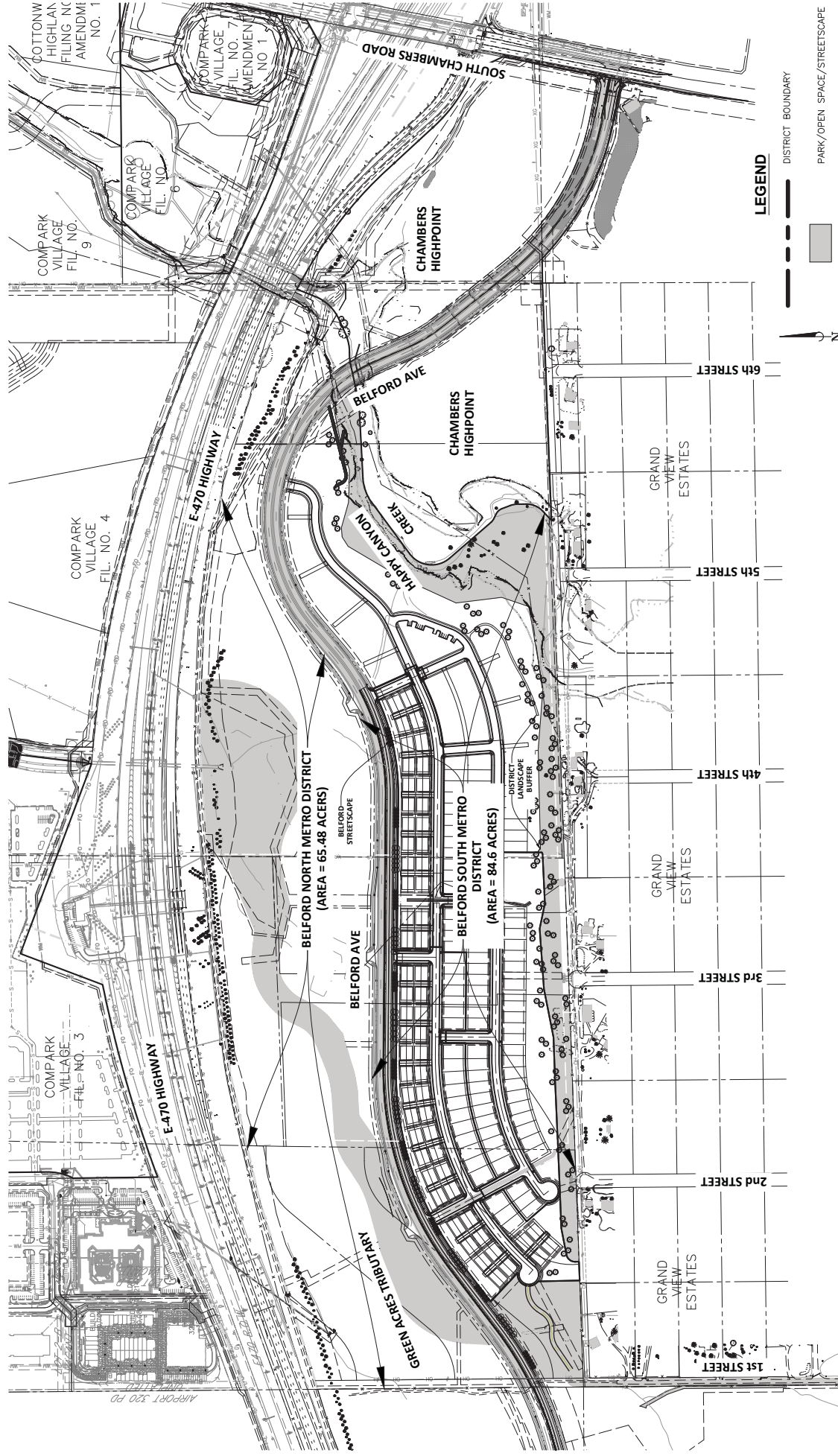


EXHIBIT F

Financial Plan

July 29, 2020

Belford North Metropolitan District
Belford South Metropolitan District
Attention: Tom George, Esq.
Spencer Fane LLP
1700 Lincoln Street, Suite 2000
Denver, Colorado 80203

RE: Service Plan Amendments

We have analyzed the bonding capacity in connection with the Service Plan amendments for Belford North Metropolitan District and Belford South Metropolitan District (collectively, the “Districts”). The analysis presented summarizes and presents information provided by Westside Investment Partners, Inc. (“the Developer”). We have not independently verified the accuracy of the information or assumptions.

Assumptions

- The development is comprised of the development outlined in the financing plan. In all cases, it is assumed that assessed value in the Districts will increase at a rate of 2% per annum. The bonding capacity could be higher if the rate of assessment inflation is greater or conversely lower if the inflation rate is below 4%.
- The debt service mill levy cap is 57.398 mills beginning in tax collection year 2021 (50 mills, Gallagher adjusted from 7.20% to 7.15%). Additionally, per the Town of Parker’s model Service Plan, the model assumes that an additional 5.034 mills (5 mills, Gallagher adjusted from 7.20% to 7.15%), consisting of the Town Infrastructure and Capital Mill Levy, are available for the purpose of sizing the bonds, for a total of 62.432 mills (62 mills, Gallagher adjusted from 7.20% to 7.15%)
- Specific Ownership Tax revenues have been estimated at 6.0% of annual projected property tax collections, and also included in the sizing of the bonds.
- Development fee revenues, generally consisting of water tap fees, have also been included in the revenues streams used to size bonds in the model, in the amounts of \$25,000 per Single Family Dwelling/Duplex, \$20,000 per Townhome/Condo/Apartment, and estimates of fees attributable to SFEs necessary for the commercial property within the Districts. These fees also include the Chambers Highpoint development (not within the Districts).
- The District is modeled to issue senior bonds in December 2021 with a par of \$71,045,000.
- It is projected that 98% of property taxes levied will be collected and available to the District.

Estimate of Potential Bonding Capacity

Total bonding capacity based on the assumptions outlined, is projected to be approximately \$88,806,250, which is 125% of \$71,045,000, or the par amount of the 2021 bonds as shown in the model.

Based upon the development assumptions provided and the financial assumptions contained in the attached projected Financing Plan for the Districts' amended Service Plans, the projected revenue is sufficient to retire all Debt referenced in the Financing Plan within the restrictions set forth in the Districts' Service Plans, including but not limited to the maximum debt mill levies and mill levy imposition terms permitted.

The assumptions disclosed in the Financial Plan are those of the Developer and have not been independently reviewed by D.A. Davidson. Those assumptions identified are believed to be the significant factors in determining financial feasibility; however, they are likely not to be all-inclusive. There will be differences between forecasted and actual results, because events and circumstances frequently do not occur as projected, and those differences may be material. Key assumptions — like those relating to market values of real property improvements and the build out schedule of such property — are particularly sensitive in terms of the timing necessary to create the tax base for the Districts. A small variation in these variables, and to their timing, can have a large effect on the forecasted results. There is a high probability that the forecasted results will differ from realized future tax base factors and such variations can be material. Additionally, other key assumptions relating to inflation, assessment ratios, interest rates, and infrastructure, administrative, and operating costs may, and likely will, vary from those projected.

Because D.A. Davidson has not independently evaluated or reviewed the assumptions that the financial model is based upon, we do not vouch for the achievability (and disclaim any opinion) of the information provided. Furthermore, because of the inherent nature of future events, which are subject to change and variation as events and circumstances change, the actual results may vary materially from the results presented here. D.A. Davidson has no responsibility or obligation to update this information or this financial model for events occurring after the date of this report.

D.A. Davidson serves as the Districts' underwriter and not as financial advisor or municipal advisor. Unlike a municipal advisor, D.A. Davidson does not have a fiduciary duty to the Districts under the federal securities laws.

Respectfully submitted,

D.A. Davidson & Co. Fixed Income Capital Markets



Laci Knowles
Senior Vice President

Development Projection @ 57.398 (target) District + 5.034 (target) Infrastructure Cap. Mills for Debt Service -- 07/28/2020

Series 2021, G.O. Bonds, Non-Rated, 100x, 40-yr. Maturity -- SERVICE PLAN

[illegible]

[11] Adj. to actual/prelim. AV

BELFORD NORTH AND BELFORD SOUTH METROPOLITAN DISTRICTS

Development Projection @ 57.398 (target) District + 5.034 (target) Infrastructure Cap. Mills for Debt Service -- 07/28/2020

Series 2021, G.O. Bonds, Non-Rated, 100x, 40-yr. Maturity -- SERVICE PLAN



YEAR	District Mill Levy [57.398 target]	Total Collections @ 98%	S.O. Taxes Collected @ 6%	Infra. Capital Mill Levy [5.034 target]	Total Collections @ 98%	S.O. Taxes Collected @ 6%	Total CHIP Dev. Fees*	Total BNMD & BSMD Fees Collected	Total Available Revenue
2019	0.000	0	0	0.000	0	0	0	0	0
2020	57.398	6,467	388	5.034	567	34	0	0	1,307,456
2021	57.398	48,152	2,889	5.034	4,223	253	3,480,000	4,313,854	7,849,372
2022	57.398	243,442	14,607	5.034	21,351	1,281	3,480,000	4,308,854	8,069,534
2023	57.398	796,880	47,813	5.034	69,889	4,193	3,440,000	1,058,592	5,417,367
2024	57.398	1,265,228	75,914	5.034	110,965	6,658	105,000	0	1,563,764
2025	57.398	1,594,321	95,659	5.034	139,827	8,390	0	0	1,838,197
2026	57.398	1,658,094	99,486	5.034	145,420	8,725	0	0	1,911,725
2027	57.398	1,658,094	99,486	5.034	145,420	8,725	0	0	1,911,725
2028	57.398	1,724,417	103,465	5.034	151,237	9,074	0	0	1,988,194
2029	57.398	1,793,394	107,604	5.034	157,287	9,437	0	0	1,988,194
2030	57.398	1,793,394	107,604	5.034	157,287	9,437	0	0	2,067,722
2031	57.398	1,865,130	111,908	5.034	163,578	9,815	0	0	2,067,722
2032	57.398	1,865,130	111,908	5.034	163,578	9,815	0	0	2,150,430
2033	57.398	1,939,735	116,384	5.034	170,121	10,207	0	0	2,150,430
2034	57.398	1,939,735	116,384	5.034	170,121	10,207	0	0	2,236,448
2035	57.398	2,017,324	121,039	5.034	176,926	10,616	0	0	2,236,448
2036	57.398	2,017,324	121,039	5.034	176,926	10,616	0	0	2,325,906
2037	57.398	2,098,017	125,881	5.034	184,003	11,040	0	0	2,325,906
2038	57.398	2,098,017	125,881	5.034	184,003	11,040	0	0	2,418,942
2039	57.398	2,181,938	130,916	5.034	191,363	11,482	0	0	2,418,942
2040	57.398	2,181,938	130,916	5.034	191,363	11,482	0	0	2,515,699
2041	57.398	2,269,216	136,153	5.034	199,018	11,941	0	0	2,515,699
2042	57.398	2,269,216	136,153	5.034	199,018	11,941	0	0	2,616,327
2043	57.398	2,359,984	141,599	5.034	206,979	12,419	0	0	2,616,327
2044	57.398	2,359,984	141,599	5.034	206,979	12,419	0	0	2,720,981
2045	57.398	2,454,383	147,263	5.034	215,258	12,915	0	0	2,720,981
2046	57.398	2,454,383	147,263	5.034	215,258	12,915	0	0	2,829,820
2047	57.398	2,552,559	153,154	5.034	223,868	13,432	0	0	2,829,820
2048	57.398	2,552,559	153,154	5.034	223,868	13,432	0	0	2,943,013
2049	57.398	2,654,661	159,280	5.034	232,823	13,969	0	0	2,943,013
2050	57.398	2,654,661	159,280	5.034	232,823	13,969	0	0	3,060,733
2051	57.398	2,760,848	165,651	5.034	242,136	14,528	0	0	3,060,733
2052	57.398	2,760,848	165,651	5.034	242,136	14,528	0	0	3,183,162
2053	57.398	2,871,282	172,277	5.034	251,821	15,109	0	0	3,183,162
2054	57.398	2,871,282	172,277	5.034	251,821	15,109	0	0	3,310,489
2055	57.398	2,986,133	179,168	5.034	261,894	15,714	0	0	3,310,489
2056	57.398	2,986,133	179,168	5.034	261,894	15,714	0	0	3,442,908
2057	57.398	3,105,578	186,335	5.034	272,370	16,342	0	0	3,442,908
2058	57.398	3,105,578	186,335	5.034	272,370	16,342	0	0	3,580,625
2059	57.398	3,105,578	186,335	5.034	272,370	16,342	0	0	3,580,625
2060	57.398	3,105,578	186,335	5.034	272,370	16,342	0	0	3,580,625
2061	57.398	84,134,195	5,048,052	5.034	7,378,855	442,731	10,505,000	10,981,300	118,490,133

[*] Per revised Development Projections ("Jul0620")

BELFORD NORTH AND BELFORD SOUTH METROPOLITAN DISTRICTS

Development Projection @ 57.398 (target) District + 5.034 (target) Infrastructure Cap. Mills for Debt Service -- 07/28/2020

Series 2021, G.O. Bonds, Non-Rated, 100x, 40-yr. Maturity -- SERVICE PLAN



YEAR	Net Available for Debt Svc	Ser. 2021 \$71,045,000 Par [Net \$65.594 MM] Net Debt Service	Annual Surplus	Surplus Release @ to \$7104,500	Cumulative Surplus \$7,104,500 Target	Debt/ Assessed Ratio	Net D/S Coverage @ Cap	Net D/S Coverage @ Cap + Fees
2019	0		1,307,456		1,307,456	8299%	n/a	n/a
2020	1,307,456	\$0	3,545	0	1,311,001	1509%	1%	100%
2021	7,849,372	7,845,828	3,332	0	1,314,333	418%	3%	100%
2022	8,069,534	8,066,203	2,295	0	1,316,627	247%	17%	100%
2023	5,417,367	5,415,073	(73,044)	0	1,243,583	196%	89%	96%
2024	1,563,764	1,636,808	1,389	0	1,244,973	195%	100%	100%
2025	1,838,197	1,836,808	2,289	0	1,247,262	187%	100%	100%
2026	1,911,725	1,909,860	1,865	0	1,249,127	186%	100%	100%
2027	1,911,725	1,911,453	272	0	1,249,400	178%	100%	100%
2028	1,988,194	1,987,750	444	0	1,249,843	177%	100%	100%
2029	1,988,194	1,986,540	1,654	0	1,251,497	169%	100%	100%
2030	2,067,722	2,065,035	2,687	0	1,254,184	167%	100%	100%
2031	2,067,722	2,065,875	1,847	0	1,256,030	159%	100%	100%
2032	2,150,430	2,146,273	4,158	0	1,260,188	157%	100%	100%
2033	2,150,430	2,148,868	1,563	0	1,261,751	150%	100%	100%
2034	2,236,448	2,235,873	575	0	1,262,326	147%	100%	100%
2035	2,236,448	2,234,780	1,668	0	1,263,994	140%	100%	100%
2036	2,325,906	2,323,098	2,808	0	1,266,802	137%	100%	100%
2037	2,325,906	2,323,170	2,736	0	1,269,538	130%	100%	100%
2038	2,418,942	2,417,505	1,437	0	1,270,974	127%	100%	100%
2039	2,418,942	2,418,300	642	0	1,271,616	120%	100%	100%
2040	2,515,699	2,513,210	2,489	0	1,274,106	117%	100%	100%
2041	2,515,699	2,514,433	1,267	0	1,275,373	109%	100%	100%
2042	2,616,327	2,614,623	1,705	0	1,277,078	106%	100%	100%
2043	2,616,327	2,615,830	497	0	1,277,575	99%	100%	100%
2044	2,720,981	2,715,858	5,123	0	1,282,698	95%	100%	100%
2045	2,720,981	2,716,755	4,226	0	1,286,924	88%	100%	100%
2046	2,829,820	2,826,325	3,495	0	1,290,418	84%	100%	100%
2047	2,829,820	2,826,323	3,497	0	1,293,916	77%	100%	100%
2048	2,943,013	2,939,845	3,168	0	1,297,083	73%	100%	100%
2049	2,943,013	2,938,500	4,513	0	1,301,596	66%	100%	100%
2050	3,060,733	3,060,533	201	0	1,301,796	61%	100%	100%
2051	3,060,733	3,057,255	3,478	0	1,305,274	54%	100%	100%
2052	3,183,162	3,182,208	955	0	1,306,229	49%	100%	100%
2053	3,183,162	3,181,555	1,607	0	1,307,837	43%	100%	100%
2054	3,310,489	3,308,838	1,651	0	1,309,488	38%	100%	100%
2055	3,310,489	3,310,220	269	0	1,309,757	31%	100%	100%
2056	3,442,908	3,439,243	3,666	0	1,313,423	25%	100%	100%
2057	3,442,908	3,442,070	838	0	1,314,261	19%	100%	100%
2058	3,580,625	3,577,243	3,382	0	1,317,643	13%	100%	100%
2059	3,580,625	3,576,164	4,461	1,322,105	0	0%	100%	100%
2060								
2061								
	1,18,490,133	117,168,029	1,322,105	1,322,105				

[G:\u2220 21\ncspg]

BELFORD NORTH AND BELFORD SOUTH METROPOLITAN DISTRICTS

Operations Revenue and Expense Projection



YEAR	Total Assessed Value	General Fund Mill Levy [10.069]	Total Collections @ 98%	S.O. Taxes Collected @ 6%	Total Available For O&M	T.C. & Maint. Mill Levy [5.034]	Total Collections @ 98%	S.O. Taxes Collected @ 6%	Total Available For TC&M	Total Mills
2019	114,970	0.000	0	0	0	0.000	0	0	0	0.000
2020	114,970	5.034	567	34	601	5.034	567	34	601	72.500
2021	856,041	5.034	4,223	253	4,477	5.034	4,223	253	4,477	72.500
2022	4,327,853	5.034	21,351	1,281	22,632	5.034	21,351	1,281	22,632	72.500
2023	14,166,742	5.034	69,889	4,193	74,082	5.034	69,889	4,193	74,082	72.500
2024	22,492,920	5.034	110,965	6,658	117,623	5.034	110,965	6,658	117,623	72.500
2025	28,343,459	5.034	139,827	8,390	148,217	5.034	139,827	8,390	148,217	72.500
2026	29,477,198	5.034	145,420	8,725	154,146	5.034	145,420	8,725	154,146	72.500
2027	30,656,286	5.034	151,237	9,074	160,312	5.034	151,237	9,074	160,312	72.500
2028	31,882,537	5.034	157,287	9,437	166,724	5.034	157,287	9,437	166,724	72.500
2029	31,882,537	5.034	157,287	9,437	166,724	5.034	157,287	9,437	166,724	72.500
2030	33,157,838	5.034	163,578	9,815	173,393	5.034	163,578	9,815	173,393	72.500
2031	33,157,838	5.034	163,578	9,815	173,393	5.034	163,578	9,815	173,393	72.500
2032	34,484,152	5.034	170,121	10,207	180,329	5.034	170,121	10,207	180,329	72.500
2033	34,484,152	5.034	170,121	10,207	180,329	5.034	170,121	10,207	180,329	72.500
2034	35,863,518	5.034	176,926	10,616	187,542	5.034	176,926	10,616	187,542	72.500
2035	37,298,059	5.034	184,003	11,040	195,043	5.034	184,003	11,040	195,043	72.500
2036	37,298,059	5.034	184,003	11,040	195,043	5.034	184,003	11,040	195,043	72.500
2037	38,769,981	5.034	191,363	11,482	202,845	5.034	191,363	11,482	202,845	72.500
2038	38,769,981	5.034	191,363	11,482	202,845	5.034	191,363	11,482	202,845	72.500
2039	40,341,580	5.034	199,018	11,941	210,959	5.034	199,018	11,941	210,959	72.500
2040	40,341,580	5.034	199,018	11,941	210,959	5.034	199,018	11,941	210,959	72.500
2041	41,955,244	5.034	206,979	12,419	219,397	5.034	206,979	12,419	219,397	72.500
2042	41,955,244	5.034	206,979	12,419	219,397	5.034	206,979	12,419	219,397	72.500
2043	43,633,453	5.034	215,258	12,915	228,173	5.034	215,258	12,915	228,173	72.500
2044	43,633,453	5.034	215,258	12,915	228,173	5.034	215,258	12,915	228,173	72.500
2045	45,378,791	5.034	223,868	13,432	237,300	5.034	223,868	13,432	237,300	72.500
2046	45,378,791	5.034	223,868	13,432	237,300	5.034	223,868	13,432	237,300	72.500
2047	47,193,943	5.034	232,823	13,969	246,792	5.034	232,823	13,969	246,792	72.500
2048	47,193,943	5.034	232,823	13,969	246,792	5.034	232,823	13,969	246,792	72.500
2049	49,081,701	5.034	242,136	14,528	256,664	5.034	242,136	14,528	256,664	72.500
2050	49,081,701	5.034	242,136	14,528	256,664	5.034	242,136	14,528	256,664	72.500
2051	51,044,969	5.034	251,821	15,109	266,930	5.034	251,821	15,109	266,930	72.500
2052	51,044,969	5.034	251,821	15,109	266,930	5.034	251,821	15,109	266,930	72.500
2053	53,086,768	5.034	261,894	15,714	277,608	5.034	261,894	15,714	277,608	72.500
2054	53,086,768	5.034	261,894	15,714	277,608	5.034	261,894	15,714	277,608	72.500
2055	55,210,238	5.034	272,370	16,342	288,712	5.034	272,370	16,342	288,712	72.500
2056	55,210,238	5.034	272,370	16,342	288,712	5.034	272,370	16,342	288,712	72.500
2057										
2058										
2059										
2060										
2061										
			7,378,855	442,731	7,821,587		7,378,855	442,731	7,821,587	

BELFORD NORTH AND BELFORD SOUTH METROPOLITAN DISTRICTS
Development Summary
Development Projection (sc1) - Buildout (updated 7/28/20)

Residential Development

Product Type	SFD - H	SFD - G	Duplex - H	TH - G	Condo - G	Belford North Apts	Chambers HP - SFD	Chambers HP - TH	Res'l Totals
MV \$ ('20)	\$572,220	\$624,240	\$468,180	\$365,000	\$182,070	\$225,000	\$600,000	\$400,000	
2020	-	-	-	-	-	-	-	-	-
2021	12	-	40	-	-	-	-	-	52
2022	30	17	40	36	55	-	-	-	178
2023	30	16	40	37	55	-	-	-	178
2024	-	-	-	37	-	-	-	-	37
2025	-	-	-	-	-	-	-	-	-
2026	-	-	-	-	-	-	-	-	-
2027	-	-	-	-	-	-	-	-	-
2028	-	-	-	-	-	-	-	-	-
2029	-	-	-	-	-	-	-	-	-
2030	-	-	-	-	-	-	-	-	-
2031	-	-	-	-	-	-	-	-	-
2032	-	-	-	-	-	-	-	-	-
2033	-	-	-	-	-	-	-	-	-
2034	-	-	-	-	-	-	-	-	-
2035	-	-	-	-	-	-	-	-	-
MV @ Full Buildout (base prices;un-infl.)	72	33	120	110	110	-	-	-	445
	\$41,199,840	\$20,599,920	\$56,181,600	\$40,150,000	\$20,027,700	\$0	\$0	\$0	\$178,159,060

notes:
Platted/Dev Lots = 10% MV; one-yr prior
Base MV \$ inflated 2% per annum
Resl Fac. Fees = \$25K/SFD+Duplex; \$20K/TH+Condo+Apts
Comm'l Fac. Fees = \$2.62/SF

BELFORD NORTH AND BELFORD SOUTH METROPOLITAN DISTRICTS

Development Summary

Development Projection (sc1) - Buildout (updated 7/28/20)

Commercial Development

Product Type	BN - Office / Flex 1	BN - Office / Flex 2	BN - Retail Strip	BN - Retail Pads	BN - Industrial
MV \$ ('20)	\$175/sf	\$175/sf	\$175/sf	\$175/sf	\$125/sf
2020	-	-	-	-	-
2021	-	-	-	-	-
2022	-	-	-	-	121,700
2023	-	-	-	-	121,700
2024	-	-	-	-	121,600
2025	-	-	-	-	-
2026	-	-	-	-	-
2027	-	-	-	-	-
2028	-	-	-	-	-
2029	-	-	-	-	-
2030	-	-	-	-	-
2031	-	-	-	-	-
2032	-	-	-	-	-
2033	-	-	-	-	-
2034	-	-	-	-	-
2035	-	-	-	-	-
Comm'l Totals					365,000
MV @ Full Buildout (base prices;un-infl.)					\$45,625,000

Platted/Dev Lots = 10% MV; one-yr prior
 Base MV \$ inflated 2% per annum
 Resl Fac. Fees = \$25K/SFD+Duplex; \$20K/TH+Condo+Apts
 Comm'l Fac. Fees = \$2.62/SF

SOURCES AND USES OF FUNDS

**BELFORD NORTH AND BELFORD SOUTH METROPOLITAN DISTRICTS
GENERAL OBLIGATION BONDS, SERIES 2021
57.398 (target) District + 5.034 (target) Infrastructure Cap. Mills
Non-Rated, 100x, 40-yr. Maturity
(SERVICE PLAN: Full Growth + 4.00% Bi-Reassessment Projections)
[Preliminary -- for discussion only]**

Dated Date	12/01/2021
Delivery Date	12/01/2021

Sources:

Bond Proceeds:	
Par Amount	71,045,000.00
	71,045,000.00

Uses:

Project Fund Deposits:	
Project Funds	65,594,486.17
Other Fund Deposits:	
Debt Service Reserve Fund	3,779,613.83
Cost of Issuance:	
Other Cost of Issuance	250,000.00
Underwriter's Discount:	
Other Underwriter's Discount	1,420,900.00
	71,045,000.00

The debt limit based on Parker's calculation requirements is \$88,806,250 (125% of the \$71,045,000 principal amount of this bond).

BOND PRICING

**BELFORD NORTH AND BELFORD SOUTH METROPOLITAN DISTRICTS
GENERAL OBLIGATION BONDS, SERIES 2021
57.398 (target) District + 5.034 (target) Infrastructure Cap. Mills
Non-Rate*d, 100x, 40-yr. Maturity
(SERVICE PLAN: Full Growth + 4.00% Bi-Reassessment Projections)
[Preliminary -- for discussion only]**

Bond Component	Maturity Date	Amount	Rate*	Yield	Price
Term Bond due 2061:					
	12/01/2022	5,750,000	2.950%	2.950%	100.000
	12/01/2023	6,140,000	2.950%	2.950%	100.000
	12/01/2024	3,670,000	2.950%	2.950%	100.000
	12/01/2026	200,000	2.950%	2.950%	100.000
	12/01/2027	205,000	2.950%	2.950%	100.000
	12/01/2028	285,000	2.950%	2.950%	100.000
	12/01/2029	295,000	2.950%	2.950%	100.000
	12/01/2030	380,000	2.950%	2.950%	100.000
	12/01/2031	390,000	2.950%	2.950%	100.000
	12/01/2032	480,000	2.950%	2.950%	100.000
	12/01/2033	495,000	2.950%	2.950%	100.000
	12/01/2034	590,000	2.950%	2.950%	100.000
	12/01/2035	610,000	2.950%	2.950%	100.000
	12/01/2036	715,000	2.950%	2.950%	100.000
	12/01/2037	735,000	2.950%	2.950%	100.000
	12/01/2038	845,000	2.950%	2.950%	100.000
	12/01/2039	870,000	2.950%	2.950%	100.000
	12/01/2040	990,000	2.950%	2.950%	100.000
	12/01/2041	1,020,000	2.950%	2.950%	100.000
	12/01/2042	1,145,000	2.950%	2.950%	100.000
	12/01/2043	1,180,000	2.950%	2.950%	100.000
	12/01/2044	1,315,000	2.950%	2.950%	100.000
	12/01/2045	1,355,000	2.950%	2.950%	100.000
	12/01/2046	1,495,000	2.950%	2.950%	100.000
	12/01/2047	1,540,000	2.950%	2.950%	100.000
	12/01/2048	1,695,000	2.950%	2.950%	100.000
	12/01/2049	1,745,000	2.950%	2.950%	100.000
	12/01/2050	1,910,000	2.950%	2.950%	100.000
	12/01/2051	1,965,000	2.950%	2.950%	100.000
	12/01/2052	2,145,000	2.950%	2.950%	100.000
	12/01/2053	2,205,000	2.950%	2.950%	100.000
	12/01/2054	2,395,000	2.950%	2.950%	100.000
	12/01/2055	2,465,000	2.950%	2.950%	100.000
	12/01/2056	2,665,000	2.950%	2.950%	100.000
	12/01/2057	2,745,000	2.950%	2.950%	100.000
	12/01/2058	2,955,000	2.950%	2.950%	100.000
	12/01/2059	3,045,000	2.950%	2.950%	100.000
	12/01/2060	3,270,000	2.950%	2.950%	100.000
	12/01/2061	7,145,000	2.950%	2.950%	100.000
		71,045,000			

Dated Date	12/01/2021	
Delivery Date	12/01/2021	
First Coupon	06/01/2022	
Par Amount	71,045,000.00	
Original Issue Discount		
Production	71,045,000.00	100.000000%
Underwriter's Discount	-1,420,900.00	-2.000000%
Purchase Price	69,624,100.00	98.000000%
Accrued Interest		
Net Proceeds	69,624,100.00	

[*] 30-yr AAA MMD (7/21/20) + 150bps.

BOND SUMMARY STATISTICS

BELFORD NORTH AND BELFORD SOUTH METROPOLITAN DISTRICTS
GENERAL OBLIGATION BONDS, SERIES 2021
57.398 (target) District + 5.034 (target) Infrastructure Cap. Mills
Non-Rated, 100x, 40-yr. Maturity
(SERVICE PLAN: Full Growth + 4.00% Bi-Reassessment Projections)
[Preliminary -- for discussion only]

Dated Date	12/01/2021
Delivery Date	12/01/2021
First Coupon	06/01/2022
Last Maturity	12/01/2061
Arbitrage Yield	2.950000%
True Interest Cost (TIC)	3.081540%
Net Interest Cost (NIC)	2.950000%
All-In TIC	3.105158%
Average Coupon	2.950000%
Average Life (years)	23.810
Weighted Average Maturity (years)	23.810
Duration of Issue (years)	15.485
Par Amount	71,045,000.00
Bond Proceeds	71,045,000.00
Total Interest	49,902,642.50
Net Interest	51,323,542.50
Bond Years from Dated Date	1,691,615,000.00
Bond Years from Delivery Date	1,691,615,000.00
Total Debt Service	120,947,642.50
Maximum Annual Debt Service	8,066,202.50
Average Annual Debt Service	3,023,691.06
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	20.000000
Total Underwriter's Discount	20.000000
Bid Price	98.000000

Bond Component	Par Value	Price	Average Coupon	Average Life	Average Maturity Date	PV of 1 bp change
Term Bond due 2061	71,045,000.00	100.000	2.950%	23.810	09/22/2045	166,245.30
	71,045,000.00			23.810		166,245.30

	TIC	All-In TIC	Arbitrage Yield
Par Value	71,045,000.00	71,045,000.00	71,045,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount	-1,420,900.00	-1,420,900.00	
- Cost of Issuance Expense		-250,000.00	
- Other Amounts			
Target Value	69,624,100.00	69,374,100.00	71,045,000.00
Target Date	12/01/2021	12/01/2021	12/01/2021
Yield	3.081540%	3.105158%	2.950000%

BOND DEBT SERVICE

BELFORD NORTH AND BELFORD SOUTH METROPOLITAN DISTRICTS
GENERAL OBLIGATION BONDS, SERIES 2021
57.398 (target) District + 5.034 (target) Infrastructure Cap. Mills
Non-Rated, 100x, 40-yr. Maturity
(SERVICE PLAN: Full Growth + 4.00% Bi-Reassessment Projections)
[Preliminary -- for discussion only]

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
06/01/2022			1,047,913.75	1,047,913.75	
12/01/2022	5,750,000	2.950%	1,047,913.75	6,797,913.75	7,845,827.50
06/01/2023			963,101.25	963,101.25	
12/01/2023	6,140,000	2.950%	963,101.25	7,103,101.25	8,066,202.50
06/01/2024			872,536.25	872,536.25	
12/01/2024	3,670,000	2.950%	872,536.25	4,542,536.25	5,415,072.50
06/01/2025			818,403.75	818,403.75	
12/01/2025			818,403.75	818,403.75	1,636,807.50
06/01/2026			818,403.75	818,403.75	
12/01/2026	200,000	2.950%	818,403.75	1,018,403.75	1,836,807.50
06/01/2027			815,453.75	815,453.75	
12/01/2027	205,000	2.950%	815,453.75	1,020,453.75	1,835,907.50
06/01/2028			812,430.00	812,430.00	
12/01/2028	285,000	2.950%	812,430.00	1,097,430.00	1,909,860.00
06/01/2029			808,226.25	808,226.25	
12/01/2029	295,000	2.950%	808,226.25	1,103,226.25	1,911,452.50
06/01/2030			803,875.00	803,875.00	
12/01/2030	380,000	2.950%	803,875.00	1,183,875.00	1,987,750.00
06/01/2031			798,270.00	798,270.00	
12/01/2031	390,000	2.950%	798,270.00	1,188,270.00	1,986,540.00
06/01/2032			792,517.50	792,517.50	
12/01/2032	480,000	2.950%	792,517.50	1,272,517.50	2,065,035.00
06/01/2033			785,437.50	785,437.50	
12/01/2033	495,000	2.950%	785,437.50	1,280,437.50	2,065,875.00
06/01/2034			778,136.25	778,136.25	
12/01/2034	590,000	2.950%	778,136.25	1,368,136.25	2,146,272.50
06/01/2035			769,433.75	769,433.75	
12/01/2035	610,000	2.950%	769,433.75	1,379,433.75	2,148,867.50
06/01/2036			760,436.25	760,436.25	
12/01/2036	715,000	2.950%	760,436.25	1,475,436.25	2,235,872.50
06/01/2037			749,890.00	749,890.00	
12/01/2037	735,000	2.950%	749,890.00	1,484,890.00	2,234,780.00
06/01/2038			739,048.75	739,048.75	
12/01/2038	845,000	2.950%	739,048.75	1,584,048.75	2,323,097.50
06/01/2039			726,585.00	726,585.00	
12/01/2039	870,000	2.950%	726,585.00	1,596,585.00	2,323,170.00
06/01/2040			713,752.50	713,752.50	
12/01/2040	990,000	2.950%	713,752.50	1,703,752.50	2,417,505.00
06/01/2041			699,150.00	699,150.00	
12/01/2041	1,020,000	2.950%	699,150.00	1,719,150.00	2,418,300.00
06/01/2042			684,105.00	684,105.00	
12/01/2042	1,145,000	2.950%	684,105.00	1,829,105.00	2,513,210.00
06/01/2043			667,216.25	667,216.25	
12/01/2043	1,180,000	2.950%	667,216.25	1,847,216.25	2,514,432.50
06/01/2044			649,811.25	649,811.25	
12/01/2044	1,315,000	2.950%	649,811.25	1,964,811.25	2,614,622.50
06/01/2045			630,415.00	630,415.00	
12/01/2045	1,355,000	2.950%	630,415.00	1,985,415.00	2,615,830.00
06/01/2046			610,428.75	610,428.75	
12/01/2046	1,495,000	2.950%	610,428.75	2,105,428.75	2,715,857.50
06/01/2047			588,377.50	588,377.50	
12/01/2047	1,540,000	2.950%	588,377.50	2,128,377.50	2,716,755.00
06/01/2048			565,662.50	565,662.50	
12/01/2048	1,695,000	2.950%	565,662.50	2,260,662.50	2,826,325.00
06/01/2049			540,661.25	540,661.25	
12/01/2049	1,745,000	2.950%	540,661.25	2,285,661.25	2,826,322.50
06/01/2050			514,922.50	514,922.50	
12/01/2050	1,910,000	2.950%	514,922.50	2,424,922.50	2,939,845.00
06/01/2051			486,750.00	486,750.00	
12/01/2051	1,965,000	2.950%	486,750.00	2,451,750.00	2,938,500.00
06/01/2052			457,766.25	457,766.25	
12/01/2052	2,145,000	2.950%	457,766.25	2,602,766.25	3,060,532.50
06/01/2053			426,127.50	426,127.50	
12/01/2053	2,205,000	2.950%	426,127.50	2,631,127.50	3,057,255.00
06/01/2054			393,603.75	393,603.75	
12/01/2054	2,395,000	2.950%	393,603.75	2,788,603.75	3,182,207.50
06/01/2055			358,277.50	358,277.50	
12/01/2055	2,465,000	2.950%	358,277.50	2,823,277.50	3,181,555.00
06/01/2056			321,918.75	321,918.75	
12/01/2056	2,665,000	2.950%	321,918.75	2,986,918.75	3,308,837.50
06/01/2057			282,610.00	282,610.00	

BOND DEBT SERVICE

**BELFORD NORTH AND BELFORD SOUTH METROPOLITAN DISTRICTS
GENERAL OBLIGATION BONDS, SERIES 2021
57.398 (target) District + 5.034 (target) Infrastructure Cap. Mills
Non-Rated, 100x, 40-yr. Maturity
(SERVICE PLAN: Full Growth + 4.00% Bi-Reassessment Projections)
[Preliminary -- for discussion only]**

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
12/01/2057	2,745,000	2.950%	282,610.00	3,027,610.00	3,310,220.00
06/01/2058			242,121.25	242,121.25	
12/01/2058	2,955,000	2.950%	242,121.25	3,197,121.25	3,439,242.50
06/01/2059			198,535.00	198,535.00	
12/01/2059	3,045,000	2.950%	198,535.00	3,243,535.00	3,442,070.00
06/01/2060			153,621.25	153,621.25	
12/01/2060	3,270,000	2.950%	153,621.25	3,423,621.25	3,577,242.50
06/01/2061			105,388.75	105,388.75	
12/01/2061	7,145,000	2.950%	105,388.75	7,250,388.75	7,355,777.50
	71,045,000		49,902,642.50	120,947,642.50	120,947,642.50

NET DEBT SERVICE

BELFORD NORTH AND BELFORD SOUTH METROPOLITAN DISTRICTS
GENERAL OBLIGATION BONDS, SERIES 2021
57.398 (target) District + 5.034 (target) Infrastructure Cap. Mills
Non-Rated, 100x, 40-yr. Maturity
(SERVICE PLAN: Full Growth + 4.00% Bi-Reassessment Projections)
[Preliminary -- for discussion only]

Period Ending	Principal	Interest	Total Debt Service	Debt Service Reserve Fund	Net Debt Service
12/01/2022	5,750,000	2,095,827.50	7,845,827.50		7,845,827.50
12/01/2023	6,140,000	1,926,202.50	8,066,202.50		8,066,202.50
12/01/2024	3,670,000	1,745,072.50	5,415,072.50		5,415,072.50
12/01/2025		1,636,807.50	1,636,807.50		1,636,807.50
12/01/2026	200,000	1,636,807.50	1,836,807.50		1,836,807.50
12/01/2027	205,000	1,630,907.50	1,835,907.50		1,835,907.50
12/01/2028	285,000	1,624,860.00	1,909,860.00		1,909,860.00
12/01/2029	295,000	1,616,452.50	1,911,452.50		1,911,452.50
12/01/2030	380,000	1,607,750.00	1,987,750.00		1,987,750.00
12/01/2031	390,000	1,596,540.00	1,986,540.00		1,986,540.00
12/01/2032	480,000	1,585,035.00	2,065,035.00		2,065,035.00
12/01/2033	495,000	1,570,875.00	2,065,875.00		2,065,875.00
12/01/2034	590,000	1,556,272.50	2,146,272.50		2,146,272.50
12/01/2035	610,000	1,538,867.50	2,148,867.50		2,148,867.50
12/01/2036	715,000	1,520,872.50	2,235,872.50		2,235,872.50
12/01/2037	735,000	1,499,780.00	2,234,780.00		2,234,780.00
12/01/2038	845,000	1,478,097.50	2,323,097.50		2,323,097.50
12/01/2039	870,000	1,453,170.00	2,323,170.00		2,323,170.00
12/01/2040	990,000	1,427,505.00	2,417,505.00		2,417,505.00
12/01/2041	1,020,000	1,398,300.00	2,418,300.00		2,418,300.00
12/01/2042	1,145,000	1,368,210.00	2,513,210.00		2,513,210.00
12/01/2043	1,180,000	1,334,432.50	2,514,432.50		2,514,432.50
12/01/2044	1,315,000	1,299,622.50	2,614,622.50		2,614,622.50
12/01/2045	1,355,000	1,260,830.00	2,615,830.00		2,615,830.00
12/01/2046	1,495,000	1,220,857.50	2,715,857.50		2,715,857.50
12/01/2047	1,540,000	1,176,755.00	2,716,755.00		2,716,755.00
12/01/2048	1,695,000	1,131,325.00	2,826,325.00		2,826,325.00
12/01/2049	1,745,000	1,081,322.50	2,826,322.50		2,826,322.50
12/01/2050	1,910,000	1,029,845.00	2,939,845.00		2,939,845.00
12/01/2051	1,965,000	973,500.00	2,938,500.00		2,938,500.00
12/01/2052	2,145,000	915,532.50	3,060,532.50		3,060,532.50
12/01/2053	2,205,000	852,255.00	3,057,255.00		3,057,255.00
12/01/2054	2,395,000	787,207.50	3,182,207.50		3,182,207.50
12/01/2055	2,465,000	716,555.00	3,181,555.00		3,181,555.00
12/01/2056	2,665,000	643,837.50	3,308,837.50		3,308,837.50
12/01/2057	2,745,000	565,220.00	3,310,220.00		3,310,220.00
12/01/2058	2,955,000	484,242.50	3,439,242.50		3,439,242.50
12/01/2059	3,045,000	397,070.00	3,442,070.00		3,442,070.00
12/01/2060	3,270,000	307,242.50	3,577,242.50		3,577,242.50
12/01/2061	7,145,000	210,777.50	7,355,777.50	3,779,613.83	3,576,163.67
	71,045,000	49,902,642.50	120,947,642.50	3,779,613.83	117,168,028.67

BOND SOLUTION

BELFORD NORTH AND BELFORD SOUTH METROPOLITAN DISTRICTS
GENERAL OBLIGATION BONDS, SERIES 2021
57.398 (target) District + 5.034 (target) Infrastructure Cap. Mills
Non-Rated, 100x, 40-yr. Maturity
(SERVICE PLAN: Full Growth + 4.00% Bi-Reassessment Projections)
[Preliminary -- for discussion only]

Period Ending	Proposed Principal	Proposed Debt Service	Debt Service Adjustments	Total Adj Debt Service	Revenue Constraints	Unused Revenues	Debt Serv Coverage
12/01/2022	5,750,000	7,845,828		7,845,828	7,849,372	3,545	100.04518%
12/01/2023	6,140,000	8,066,203		8,066,203	8,069,534	3,332	100.04130%
12/01/2024	3,670,000	5,415,073		5,415,073	5,417,367	2,295	100.04237%
12/01/2025		1,636,808		1,636,808	1,563,764	-73,044	95.53744%
12/01/2026	200,000	1,836,808		1,836,808	1,838,197	1,389	100.07564%
12/01/2027	205,000	1,835,908		1,835,908	1,838,197	2,289	100.12470%
12/01/2028	285,000	1,909,860		1,909,860	1,911,725	1,865	100.09764%
12/01/2029	295,000	1,911,453		1,911,453	1,911,725	272	100.01425%
12/01/2030	380,000	1,987,750		1,987,750	1,988,194	444	100.02233%
12/01/2031	390,000	1,986,540		1,986,540	1,988,194	1,654	100.08325%
12/01/2032	480,000	2,065,035		2,065,035	2,067,722	2,687	100.13010%
12/01/2033	495,000	2,065,875		2,065,875	2,067,722	1,847	100.08938%
12/01/2034	590,000	2,146,273		2,146,273	2,150,430	4,158	100.19373%
12/01/2035	610,000	2,148,868		2,148,868	2,150,430	1,563	100.07273%
12/01/2036	715,000	2,235,873		2,235,873	2,236,448	575	100.02572%
12/01/2037	735,000	2,234,780		2,234,780	2,236,448	1,668	100.07462%
12/01/2038	845,000	2,323,098		2,323,098	2,325,906	2,808	100.12088%
12/01/2039	870,000	2,323,170		2,323,170	2,325,906	2,736	100.11775%
12/01/2040	990,000	2,417,505		2,417,505	2,418,942	1,437	100.05943%
12/01/2041	1,020,000	2,418,300		2,418,300	2,418,942	642	100.02654%
12/01/2042	1,145,000	2,513,210		2,513,210	2,515,699	2,489	100.09905%
12/01/2043	1,180,000	2,514,433		2,514,433	2,515,699	1,267	100.05039%
12/01/2044	1,315,000	2,614,623		2,614,623	2,616,327	1,705	100.06521%
12/01/2045	1,355,000	2,615,830		2,615,830	2,616,327	497	100.01902%
12/01/2046	1,495,000	2,715,858		2,715,858	2,720,981	5,123	100.18863%
12/01/2047	1,540,000	2,716,755		2,716,755	2,720,981	4,226	100.15554%
12/01/2048	1,695,000	2,826,325		2,826,325	2,829,820	3,495	100.12365%
12/01/2049	1,745,000	2,826,323		2,826,323	2,829,820	3,497	100.12374%
12/01/2050	1,910,000	2,939,845		2,939,845	2,943,013	3,168	100.10775%
12/01/2051	1,965,000	2,938,500		2,938,500	2,943,013	4,513	100.15357%
12/01/2052	2,145,000	3,060,533		3,060,533	3,060,733	201	100.00655%
12/01/2053	2,205,000	3,057,255		3,057,255	3,060,733	3,478	100.11376%
12/01/2054	2,395,000	3,182,208		3,182,208	3,183,162	955	100.03001%
12/01/2055	2,465,000	3,181,555		3,181,555	3,183,162	1,607	100.05052%
12/01/2056	2,665,000	3,308,838		3,308,838	3,310,489	1,651	100.04991%
12/01/2057	2,745,000	3,310,220		3,310,220	3,310,489	269	100.00812%
12/01/2058	2,955,000	3,439,243		3,439,243	3,442,908	3,666	100.10659%
12/01/2059	3,045,000	3,442,070		3,442,070	3,442,908	838	100.02436%
12/01/2060	3,270,000	3,577,243		3,577,243	3,580,625	3,382	100.09455%
12/01/2061	7,145,000	7,355,778	-3,779,614	3,576,164	3,580,625	4,461	100.12475%
	71,045,000	120,947,643	-3,779,614	117,168,029	117,182,677	14,648	

EXHIBIT G

Indemnification Letters

1. 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 _____ 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 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,

_____, Developer

By: _____

Title: _____

2. 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 _____ 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, _____ (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 \$387,000 per person and \$1,093,000 per occurrence) or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, § 24-10-101, *et seq.*, C.R.S., as 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 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).

3. This Letter has been duly authorized and executed on behalf of the District.

Very truly yours,

_____ Metropolitan District

By: _____
President

Attest:

By: _____
Secretary

EXHIBIT H

Intergovernmental Agreement

**FIRST AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT
BETWEEN THE TOWN OF PARKER, COLORADO, AND
BELFORD NORTH METROPOLITAN DISTRICT**

THIS AGREEMENT (the “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 collectively referred to as the Parties.

WITNESSETH:

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

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

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

WHEREAS, the Town previously approved that certain Compark Village South Filing No. 1 Minor Development Plat, approved by Town Council on September 19, 2016, an Approved Development Plan for purposes of the Service Plan, and it is anticipated that the Town will in the future approve or enter into one or more additional Approved Development Plans (as defined in the Service Plan), all of which will identify, among other things, Public Improvements (as defined in the Service Plan) necessary for facilitating development for property within the Service Area and specific regional improvements necessary or desirable in connection with the impacts of the development of the Property (the “Regional Infrastructure”); and

WHEREAS, pursuant to an Approved Development Plan, the Town and District may share in the responsibilities for constructing and owning the Regional Infrastructure; and

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

WHEREAS, the Parties to this Agreement acknowledge the need for the Regional Infrastructure in order to accomplish the comprehensive development of the property located within the District’s Service Area (the “Property”); and

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

WHEREAS, in accordance with the provisions of the Service Plan and as further set forth herein, the District has agreed to levy a property tax of 5 mills that will be used for the planning, design, construction and maintenance of the Town Infrastructure (the “Town Capital and Maintenance Mill Levy”), and the District has conducted an election under TABOR to enable it to impose the Town Capital and Maintenance Mill Levy and to issue debt repayable from the Town Capital and Maintenance Mill Levy; and

WHEREAS, the Parties further acknowledge that the District will have certain ongoing administrative obligations, as well as maintenance obligations with regard to the Public Improvements and Regional Infrastructure, and in accordance with the provisions of the Service Plan, the District will levy a property tax (the “Operation and Maintenance Mill Levy”) for such purposes; and

WHEREAS, the Parties understand and agree it is contemplated that the District and the Belford South Metropolitan District (together, the “Districts”) may cooperate with each other concerning the planning, design, construction, ownership, operation and maintenance of certain infrastructure that benefits the taxpayers and inhabitants of the Districts’ combined Service Area, and that each of the Districts may additionally have its own particular infrastructure needs; and

WHEREAS, the Town and the District previously entered into that certain Intergovernmental Agreement dated December 2, 2019 (the “Original IGA”), which Original IGA governed the relationship among the Parties; and

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

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

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

1. Infrastructure Capital Mill Levy. The District agrees to impose a property tax of 5 mills that shall be used for the planning, design and construction of the Regional Infrastructure. The utilization of the Infrastructure Capital Mill Levy is set forth on Exhibit A to this Agreement. The Town agrees that for economic efficiency in financing Regional Infrastructure, the District may pledge the Infrastructure Capital Mill Levy along with the District’s debt service mill levy for the purposes of financing Debt (as defined in the Service Plan), provided that the proceeds generated from the pledge of the Infrastructure Capital Mill Levy may only be used to pay costs associated with Regional Infrastructure.

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

3. Operation and Maintenance Mill Levy. The District may impose a property tax of up to 10 mills, which shall be used for the ongoing administrative expenses of the District and for the maintenance of certain of the Public Improvements and Regional Infrastructure, as set forth on Exhibit C to this Agreement. 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 applicable Approved Development Plan(s), and other rules and regulations of the Town and applicable provisions of the Town Code. The District shall be authorized to own, operate and maintain the Public Improvements not otherwise required to be dedicated to the Town or other public entity. If the Public Improvements are owned by an entity other than the District, such entity shall be responsible for the operation and maintenance unless the District agrees to provide for the operation and maintenance of the Public Improvements pursuant to an agreement with such entity.

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

The District shall remit any revenues received by the District from the Mill Levies that are due to the Town as required herein no later than March 15 and June 30 each year, and the Town shall deposit and maintain such revenues in a separate fund earmarked specifically for use only as set forth in this Agreement (the "Belford Metropolitan District Fund"). Any revenues from the Mill Levies the District receives after June 30 that are due to the Town as required herein shall be remitted to the Town within 30 days of their receipt. The monies in the Belford North Metropolitan District Fund may be applied to any design, planning, engineering, surveying, construction management, labor, materials, operations and administrative costs related to construction of the Regional Infrastructure and the Town Infrastructure as further detailed in this Agreement. On June 30 and December 31 of each year, the Town shall provide to the District an accounting of revenues

received from the District attributable to the Infrastructure Capital Mill Levy or Town Capital and Maintenance Mill Levy, along with an itemization of expenditures made in major categories.

5. Operation and Maintenance of the Public Improvements. The District shall dedicate the Public Improvements to the Town or other appropriate jurisdiction or owners association in a manner consistent with all applicable Approved Development Plans, including but not limited to final approved plats, other rules and regulations of the Town, and applicable provisions of the Town Code. 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, or to own fee title to any real property, unless specifically provided for in an Approved Development Plan, this Agreement or a separate agreement with the Town.

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

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

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

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

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

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

designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

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

11. Total Debt Issuance. The District, together with Belford South Metropolitan District, shall not issue Debt in excess of \$56,700,000 in total aggregate principal amount, provided that such limitation shall not be applicable to refunding Bonds issued by the District to refund outstanding Debt. The Debt limitation shall not apply to the pledge of property tax or specific ownership tax revenues derived from mill levies or other revenues between the District and Belford South Metropolitan District.

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

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

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

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

16. Annual Report. The District shall submit an annual report ("Annual Report") to the Town no later than September 1st of each year following the Town's approval of the District's Service Plan, pursuant to Parker Municipal Code section 10.11.040 and containing the information set forth in Section VII of the Service Plan. The District shall not be required to file an annual report if the District has declared inactive status pursuant to Section 32-1-104, C.R.S. The Districts may file a consolidated Annual Report.

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

To the District: Belford North Metropolitan District
c/o CliftonLarsonAllen LLP
Attn: Bob Blodgett, District Manager
8390 E. Crescent Parkway, Suite 300
Greenwood Village, CO 80111
Phone: 303-779-5710
Fax: 303-779-0348
Email: Bob.Blodgett@claconnect.com

With a copy to:

Belford North Metropolitan District
c/o Spencer Fane LLP
Attn: Tom George
1700 Lincoln Street, Suite 2000
Denver, CO 80203
Phone: 303-839-3800
Fax: 303-839-3838
Email: tgeorge@spencerfane.com

To the Town:

Town of Parker 20120 E. Mainstreet Parker, CO 80138-7334 Attn: Town Attorney's Office cc: Mary Lou Brown, Finance Director Phone: (303) 841-0353 Fax: (303) 840-9792
--

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

18. Cooperation among the Districts. Pursuant to the Service Plan, the Town acknowledges and agrees that the District may cooperate with Belford South Metropolitan District for the planning, design, financing, construction, acquisition, operation, or maintenance of the Public Improvements serving the Property, including the Regional Infrastructure, as may be set forth in one or more intergovernmental agreements among the Districts.

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. The pledge by either of the Districts between the Districts shall not be deemed an assignment hereunder.

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

D. **Severability.** If any section, subsection, paragraph, clause, phrase, or other provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, subsection, paragraph, clause, 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 as many as 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, supersedes and replaces all prior negotiations, representations, and agreements, including the Original IGA, between the parties hereto relating to the subject matter hereof and this Agreement, together with the Service Plan provisions that serve to supplement or complement this Agreement, constitutes the entire agreement between the Parties concerning the subject matter hereof.

M. No Waiver of Governmental Immunity. Notwithstanding any provision of this Agreement to the contrary, nothing in this Agreement shall be deemed a waiver of any protections afforded the Parties pursuant to Colorado law, including, but not limited to, the Colorado Governmental Immunity Act.

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

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

Town Attorney's Office

BELFORD NORTH METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado

By: _____
_____, President
Belford North Metropolitan District

ATTEST:

Secretary

EXHIBIT A

Utilization of Infrastructure Capital Mill Levy

The revenues derived from the Infrastructure Capital Mill Levy may be retained by the District and used for the planning, design, financing, acquisition and/or construction of the following infrastructure and improvements, which infrastructure and improvements the Parties agree shall be considered Regional Infrastructure:

1. regional stormwater improvements, including but not limited to improvements associated with Green Acres Tributary and Happy Canyon Creek, and other regional stormwater channels and detention/retention facilities;
2. arterial streets, including but not limited to Belford Avenue and South Chambers Road, and appurtenances, including but not limited to traffic safety improvements;
3. right-of-way landscaping (edges and medians) along arterial street rights-of-way;
4. regional water and sanitary sewer improvements;
5. regional open space, regional trails, and other regional park and recreation improvements;
6. all other regional improvements specifically identified in an Approved Development Plan (as defined in the Service Plan) approved by the Town to be planned, designed and constructed by the District;
7. all other regional improvements that may be planned, designed, or constructed by either of the Districts.

EXHIBIT B

Utilization of Town Capital and Maintenance Mill Levy

Revenues derived from the Town Capital and Maintenance Mill Levy may be used by the Town for the purpose of funding capital costs or the costs of maintenance of Town Infrastructure necessary in connection with the impacts of development in the District, including the following:

1. maintenance and operation of all roadways, storm sewer, and associated items constructed within Town right-of-way;
2. maintenance and operation of regional roadways serving the District; and
3. maintenance and operation of all storm sewer, detention ponds, stream and channel improvements, and other stormwater conveyance infrastructure located on Town, HOA or District-owned property that is eligible for maintenance assistance through the Town's Stormwater Utility.

EXHIBIT C

Utilization of Operation and Maintenance Mill Levy

The District may use the revenues derived from the Operation and Maintenance Mill Levy for the ongoing administrative expenses of the District and the operation and maintenance of Public Improvements and Regional Infrastructure, which Public Improvements and Regional Infrastructure shall include but are not limited to the following:

1. regional stormwater improvements, including but not limited to regional stormwater channels and detention/retention facilities;
2. collector and arterial streets and appurtenances, including but not limited to traffic safety improvements;
3. right-of-way landscaping (edges and medians) along collector, arterial and other street rights-of-way;
4. regional water and sanitary sewer improvements;
5. regional open space, regional trails, and other regional park and recreation improvements;
6. all other regional improvements specifically identified in an Approved Development Plan (as defined in the Service Plan) approved by the Town to be owned, operated and/or maintained by the District;
7. community parks and recreation facilities and amenities and associated grounds and landscaping;
8. all other improvements and operations specifically identified in an Approved Development Plan approved by the Town to be owned, operated, maintained and/or provided by the District;
9. all improvements that may be planned, designed or constructed by the District until such time as such improvements are dedicated, conveyed or transferred to and accepted by the applicable accepting jurisdiction(s); and
10. all other improvements that may be owned, operated and/or maintained by either of the Districts.

EXHIBIT 2

Colorado Community Media
750 W. Hampden Ave. Suite 225
Englewood, CO 80110

Belford North Metro District (sf) **
C/O Spencer Fane LLP
1700 Lincoln Street, Suite 2000
Denver CO 80203

Description: No. 937899 Belford North MD 5030013-2300

AFFIDAVIT OF PUBLICATION

State of Colorado }
County of Douglas } ss

This Affidavit of Publication for the Douglas County News Press, a weekly newspaper, printed and published for the County of Douglas, State of Colorado, hereby certifies that the attached legal notice was published in said newspaper once in each week, for 1 successive week(s), the last of which publication was made 9/10/2020, and that copies of each number of said paper in which said Public Notice was published were delivered by carriers or transmitted by mail to each of the subscribers of said paper, according to their accustomed mode of business in this office.



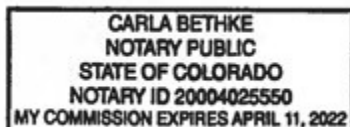
For the Douglas County News-Press

State of Colorado }
County of Douglas } ss

The above Affidavit and Certificate of Publication was subscribed and sworn to before by the above named Gerard Healey, publisher of said newspaper, who is personally known to me to be the identical person in the above certificate on 9/10/2020. Gerard Healey has verified to me that he has adopted an electronic signature to function as his signature on this document.

20004025550-735898

Carla Bethke
Notary Public
My commission ends April 11, 2022



Public Notice

TOWN OF PARKER, COUNTY OF DOUGLAS,
STATE OF COLORADO

NOTICE OF PUBLIC HEARING FOR AMENDED AND RESTATED SERVICE PLAN OF SPECIAL DISTRICT

IN RE THE AMENDED AND RESTATED
SERVICE PLAN FOR BELFORD NORTH
METROPOLITAN DISTRICT, TOWN OF
PARKER, DOUGLAS COUNTY, STATE OF
COLORADO

NOTICE IS HEREBY GIVEN that, pursuant to §32-1-204(1), C.R.S., a First Amended and Restated Service Plan (the "Service Plan") for Belford North Metropolitan District (the "District") has been filed and is available for public inspection in the office of the Town Clerk of the Town of Parker, Colorado.

A public hearing on the Service Plan will be held by the Town Council on **October 5, 2020, at 7:00 p.m.**, at Council Chambers, Parker Town Hall, 20120 East Mainstreet, Parker, CO 80138, or as soon thereafter as the Town Council may hear such matter. On March 13, 2020, the Parker Town Administrator did issue an Order Declaring a Local Disaster Emergency and pursuant to that Order has issued subsequent emergency orders, including but not limited to Emergency Order No. 4-2020, concerning Town Council Meetings, which may impact how public hearings in the Town of Parker are conducted. Information concerning these orders, and how to participate in public hearings, may be found on the Town website (<http://www.parkeronline.org>) and/or by contacting the Town Clerk's Office. These orders may, or may not, still be in effect at the time of the public hearing on the Service Plan. All interested persons may attend and provide public comment.

The District is an existing metropolitan district organized under the provisions of Title 32, Colorado Revised Statutes. The purpose of the District is to finance, construct, acquire, own, operate and maintain public improvements such as water, streets, traffic and safety control, sanitation, storm sewers and drainage, park and recreation, transportation, and other improvements and services within the District's boundaries. The District's Maximum Debt Mill Levy will be 57 mills, its Infrastructure Capital Mill Levy will be 5 mills, its Town Capital and Maintenance Mill Levy will be 5 mills, and its Operations and Maintenance Mill Levy is anticipated to be 10 mills and will be set forth in an intergovernmental agreement between the District and the Town, all subject to the limitations and provisions set forth in the Service Plan.

A description of the land contained within the boundaries of the District is as follows: approximately 65.48 acres generally located south of interstate E-470 and west of S. Chambers Road in the Town of Parker, Douglas County, State of Colorado.

All protests and objections must be submitted in writing to the Town Clerk at or prior to the public hearing or any continuance or postponement thereof in order to be considered. All protests and objections to the Service plan shall be deemed to be waived unless presented at the time and in the manner specified in Section 32-1-203(3.5), C.R.S.

**BOARD OF DIRECTORS, BELFORD NORTH
METROPOLITAN DISTRICT**

Legal Notice No. 937899
First Publication: September 10, 2020
Last Publication: September 10, 2020
Publisher: Douglas County News-Press

EXHIBIT 3

TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

CERTIFICATION OF MAILING AND PUBLICATION OF NOTICE OF HEARING

IN RE THE AMENDED AND RESTATED SERVICE PLAN FOR BELFORD NORTH METROPOLITAN DISTRICT, TOWN OF PARKER, DOUGLAS COUNTY, STATE OF COLORADO

The undersigned does hereby certify that the NOTICE OF HEARING regarding the FIRST AMENDED AND RESTATED SERVICE PLAN for BELFORD NORTH METROPOLITAN DISTRICT, as shown in **Exhibit A** attached hereto and incorporated herein by this reference, was mailed by first-class mail on or before September 14, 2020, to the owners of record of all property within the boundaries of the District and to all taxing entities within a 3-mile radius of the District, as such owners of record and taxing entities are listed on the records of the County Assessor and shown in **Exhibit B** attached hereto and incorporated herein by this reference.

The undersigned further certifies that the Notice of Public Hearing was also published in the Douglas County-News Press on September 10, 2020, as evidenced by the Affidavit of Publication attached hereto as **Exhibit C** and incorporated herein by this reference.

The mailing and publication of the Notice of Public Hearing has been pursuant to Section 32-1-204(1), C.R.S.


Wendi McLaughlin, Paralegal
Spencer Fane LLP
1700 Lincoln Street, Suite 2000
Denver, CO 80203

STATE OF COLORADO)

CITY AND COUNTY OF DENVER)

Subscribed and sworn to before me this 9th day of September, 2020, by Wendi McLaughlin, Paralegal.

Witness my hand and official seal.

(S E A L)


Notary Public

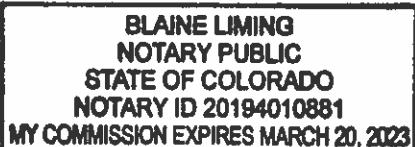


EXHIBIT A
NOTICE OF HEARING

TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

NOTICE OF PUBLIC HEARING FOR AMENDED AND RESTATED SERVICE PLAN OF SPECIAL DISTRICT

IN RE THE AMENDED AND RESTATED SERVICE PLAN FOR BELFORD NORTH METROPOLITAN DISTRICT, TOWN OF PARKER, DOUGLAS COUNTY, STATE OF COLORADO

NOTICE IS HEREBY GIVEN that, pursuant to §32-1-204(1), C.R.S., a First Amended and Restated Service Plan (the “Service Plan”) for Belford North Metropolitan District (the “District”) has been filed and is available for public inspection in the office of the Town Clerk of the Town of Parker, Colorado.

A public hearing on the Service Plan will be held by the Town Council on October 5, 2020, at 7:00 p.m., at Council Chambers, Parker Town Hall, 20120 East Mainstreet, Parker, CO 80138, or as soon thereafter as the Town Council may hear such matter. On March 13, 2020, the Parker Town Administrator did issue an Order Declaring a Local Disaster Emergency and pursuant to that Order has issued subsequent emergency orders, including but not limited to Emergency Order No. 4-2020, concerning Town Council Meetings, which may impact how public hearings in the Town of Parker are conducted. Information concerning these orders, and how to participate in public hearings, may be found on the Town website (<http://www.parkeronline.org>) and/or by contacting the Town Clerk’s Office. These orders may, or may not, still be in effect at the time of the public hearing on the Service Plan. All interested persons may attend and provide public comment.

The District is an existing metropolitan district organized under the provisions of Title 32, Colorado Revised Statutes. The purpose of the District is to finance, construct, acquire, own, operate and maintain public improvements such as water, streets, traffic and safety control, sanitation, storm sewers and drainage, park and recreation, transportation, and other improvements and services within the District’s boundaries. The District’s Maximum Debt Mill Levy will be 57 mills, its Infrastructure Capital Mill Levy will be 5 mills, its Town Capital and Maintenance Mill Levy will be 5 mills, and its Operations and Maintenance Mill Levy is anticipated to be 10 mills and will be set forth in an intergovernmental agreement between the District and the Town, all subject to the limitations and provisions set forth in the Service Plan.

A description of the land contained within the boundaries of the District is as follows: approximately 65.48 acres generally located south of interstate E-470 and west of S. Chambers Road in the Town of Parker, Douglas County, State of Colorado.

All protests and objections must be submitted in writing to the Town Clerk at or prior to the public hearing or any continuance or postponement thereof in order to be considered. All protests and objections to the Service plan shall be deemed to be waived unless presented at the time and in the manner specified in Section 32-1-203(3.5), C.R.S.

BOARD OF DIRECTORS, BELFORD NORTH METROPOLITAN DISTRICT

Published in: The Douglas County News-Press
Published on: September 10, 2020

EXHIBIT B

**LIST OF PROPERTY OWNERS WITHIN THE BOUNDARIES OF THE DISTRICT AND
TAXING ENTITIES WITHIN A 3-MILE RADIUS OF THE DISTRICT**

Douglas County Government
100 Third St
Castle Rock, CO 80104

Douglas County Law Enforcement
100 Third St
Castle Rock, CO 80104

Douglas County Re-1 School District
701 Prairie Hawk Dr
Castle Rock, CO 80109

Douglas County Schools - Cap Reserve
701 Prairie Hawk Dr
Castle Rock, CO 80109

Douglas County Schools - Insurance
Reserve
701 Prairie Hawk Dr
Castle Rock, CO 80109

Douglas County Schools - Debt Service
701 Prairie Hawk Dr
Castle Rock, CO 80109

Town of Parker
20120 E Mainstreet
Parker, CO 80138

City of Aurora
15151 E Alameda Pkwy,
Finance - 5th Flr
Aurora, CO 80012

City of Lone Tree
9220 Kimmer Dr Ste 100
Lone Tree, CO 80124

Urban Drainage & Flood
Control District
2480 W 26th Ave Ste 156-B
Denver, CO 80211

Regional Transportation District
1600 Blake St
Denver, CO 80202

South Metro Fire Rescue Fire
Protection District
9195 E Mineral Ave
Centennial, CO 80112

Inverness Water & Sanitation District
188 Inverness Dr W Ste 150
Englewood, CO 80112

Meridian Metro District
6380 S Fiddlers Green Cir Ste 400
Greenwood Village, CO 80111

Parker Water & Sanitation District
18100 E Woodman Dr
Parker, CO 80134

Southgate Water District
3722 E Orchard Rd
Centennial, CO 80121

Southgate Sanitation District
3722 E Orchard Rd
Centennial, CO 80121

South Suburban Park &
Recreation District
6631 S University Blvd
Centennial, CO 80121

Cottonwood Water &
Sanitation District
188 Inverness Dr W Ste 150
Englewood, CO 80112

Inverness Metro Improvement District
188 Inverness Dr W Ste 150
Englewood, CO 80112

Cottonwood Metro District
8334 Sandreed Cir
Parker, CO 80134

Park Meadows Metro District
8390 E Crescent Pkwy Ste 300
Greenwood Village, CO 80111

Lincoln Park Metro District
8390 E Crescent Pkwy Ste 300
Greenwood Village, CO 80111

Stonegate Village Metro District
10252 Stonegate Pkwy
Parker, CO 80134

E-470 Public Highway Authority
22470 E Stephen D Hogan Pkwy
Ste 100
Aurora, CO 80018

Douglas County Soil
Conservation District
PO Box 688
Franktown, CO 80116

Cherry Creek Basin Water
Quality Authority
Centennial, CO 80161

Douglas Public Library District
100 S Wilcox St
Castle Rock, CO 80104

Urban Drainage & Flood South Platte
2480 W 26th Ave Ste 156-B
Denver, CO 80211

Omnipark Metro District
8390 E Crescent Pkwy Ste 300
Greenwood Village, CO 80111

Heritage Hills Metro District
8390 E Crescent Pkwy Ste 300
Greenwood Village, CO 80111

Compark Business Campus Metro
8390 E Crescent Pkwy Ste 300
Greenwood Village, CO 80111

E-470 Potomac Metro District
8390 E Crescent Pkwy Ste 300
Greenwood Village, CO 80111

Meridian Metro District Debt Service
6380 S Fiddlers Green Cir Ste 400
Greenwood Village, CO 80111

Concord Metro District
8390 E Crescent Pkwy Ste 300
Greenwood Village, CO 80111

South Meridian Metro District
6380 S Fiddlers Green Cir Ste 400
Greenwood Village, CO 80111

South Meridian Metro District
Debt Service
6380 S Fiddlers Green Cir Ste 400
Greenwood Village, CO 80111

South Meridian Metro District
Debt Service 2
6380 S Fiddlers Green Cir Ste 400
Greenwood Village, CO 80111

North Meridian Metro District
6380 S Fiddlers Green Cir Ste 400
Greenwood Village, CO 80111

Rampart Range Metro District 1
8390 E Crescent Pkwy Ste 300
Greenwood Village, CO 80111

Rampart Range Metro District 2
8390 E Crescent Pkwy Ste 300
Greenwood Village, CO 80111

Rampart Range Metro District 3
450 E 17th Ave Ste 400
Denver, CO 80203

Rampart Range Metro District 4
8390 E Crescent Pkwy Ste 300
Greenwood Village, CO 80111

Rampart Range Metro District 5
8390 E Crescent Pkwy Ste 300
Greenwood Village, CO 80111

Rampart Range Metro District 6
8390 E Crescent Pkwy Ste 300
Greenwood Village, CO 80111

Heritage Hills Metro Bond Debt District
8390 E Crescent Pkwy Ste 300
Greenwood Village, CO 80111

Lincoln Meadows Metro District
9068 Forsstrom Dr #C-1
Lone Tree, CO 80124

Kings Point South Metro District 1
2154 E Commons Ave Ste 2000
Centennial, CO 80122

Kings Point South Metro District 2
2154 E Commons Ave Ste 2000
Centennial, CO 80122

Lincoln Station Metro District
8390 E Crescent Pkwy Ste 300
Greenwood Village, CO 80111

Meridian Village Metro District 1
6380 S Fiddlers Green Cir Ste 400
Greenwood Village, CO 80111

Meridian Village Metro District 2
6380 S Fiddlers Green Cir Ste 400
Greenwood Village, CO 80111

Meridian Village Metro District 3
6380 S Fiddlers Green Cir Ste 400
Greenwood Village, CO 80111

Meridian Village Metro District 4
1700 Lincoln St Ste 2000
Denver, CO 80203-4554

Southeast Public Improv Metro District
188 Inverness Dr W Ste 150
Englewood, CO 80112

Parker Automotive Metro District
2154 E Commons Ave Ste 2000
Centennial, CO 80122

Compark Business Campus
Metro Dist Debt Svc
8390 E Crescent Pkwy Ste 300
Greenwood Village, CO 80111

North Meridian Metro District
Debt Service
6380 S Fiddlers Green Cir Ste 400
Greenwood Village, CO 80111

Arapahoe County Water &
Wastewater PID
5334 S Prince St
Littleton, CO 80166-0001

Olde Town Metro District
7995 E Prentice Ave Ste 103E
Greenwood Village, CO 80111

Neu Towne Metro District
304 Inverness Way S Ste 490
Englewood, CO 80112

Lincoln Creek Metro District
1700 Lincoln St Ste 2000
Denver, CO 80203-4554

Rampart Range Metro District 7
8390 E Crescent Pkwy Ste 300
Greenwood Village, CO 80111

Rampart Range Metro District 8
8390 E Crescent Pkwy Ste 300
Greenwood Village, CO 80111

Rampart Range Metro District 9
450 E 17th Ave Ste 400
Denver, CO 80203

Sierra Ridge Metro District 1
1700 Lincoln St Ste 2000
Denver, CO 80203-4554

Sierra Ridge Metro District 2
1700 Lincoln St Ste 2000
Denver, CO 80203-4554

Grandview Estates Rural Water
Conservation
PO Box 4292
Parker, CO 80134

Regency Metro District
141 Union Blvd Ste 150
Lakewood, CO 80228-1898

Westcreek Metro District 1
1331 17th St Ste 500
Denver, CO 80202

Westcreek Metro District 2
1331 17th St Ste 500
Denver, CO 80202

Park Meadows Business
Improvement District
1988 E Ross Ln
Highlands Ranch, CO 80126

Highfield Metro District
9380 Station St Ste 500
Lone Tree, CO 80124

Lincoln Station Metro District Debt
Service
8390 E Crescent Pkwy Ste 300
Greenwood Village, CO 80111

Lincoln Meadows Metro District Debt
Service
9068 Forsstrom Dr #C-1
Lone Tree, CO 80124

Compark Business Campus Metro Dist
Debt Svc 2
8390 E Crescent Pkwy Ste 300
Greenwood Village, CO 80111

Airport Vista Metro District 1
7800 E Dorado Pl Ste 250
Englewood, CO 80111-2336

Airport Vista Metro District 2
7800 E Dorado Pl Ste 250
Englewood, CO 80111-2336

Parker Central Area URP
20120 E Mainstreet
Parker, CO 80138

Inverness Water & Sanitation District
Debt Service
188 Inverness Dr W Ste 150
Englewood, CO 80112

Inverness Metro Improvement
District Debt Service
188 Inverness Dr W Ste 150
Englewood, CO 80112

South Meridian Metro District
Debt Service 3
6380 S Fiddlers Green Cir Ste 400
Greenwood Village, CO 80111

Lincoln Park Metro District
Debt Service
8390 E Crescent Pkwy Ste 300
Greenwood Village, CO 80111

Meridian Metro District Debt Service 2
6380 S Fiddlers Green Cir Ste 400
Greenwood Village, CO 80111

North Meridian Metro District
Debt Service 2
6380 S Fiddlers Green Cir Ste 400
Greenwood Village, CO 80111

Cottonwood Commercial Area URP
20120 E Mainstreet
Parker, CO 80138

Parker Road Area URP
20120 E Mainstreet
Parker, CO 80138

Inverness Water & Sanitation
District Debt Svc 2
188 Inverness Dr W Ste 150
Englewood, CO 80112

Inverness Metro Improvement
District Debt Svc 2
188 Inverness Dr W Ste 150
Englewood, CO 80112

Carousel Farms Metro District
8390 E Crescent Pkwy Ste 300
Greenwood Village, CO 80111

Cottonwood Highlands Metro District 1
8390 E Crescent Pkwy Ste 300
Greenwood Village, CO 80111

Cottonwood Highlands Metro District 2
2154 E Commons Ave Ste 2000
Centennial, CO 80122

Overlook Metro District
450 E 17th Ave Ste 400
Denver, CO 80203

Lone Tree Business Improvement
District
4700 S Syracuse, Ste 860
Denver, CO 80237-2710

Belford South Metro District
8390 E Crescent Pkwy Ste 300
Greenwood Village, CO 80111

Villas Metro District
191 University Blvd #358
Denver, CO 80206

Chambers Highpoint Metro District 1
1700 Lincoln St Ste 2000
Denver, CO 80203-4554

Chambers Highpoint Metro District 2
1700 Lincoln St Ste 2000
Denver, CO 80203-4554

Cottonwood Water & Sanitation
District Debt Svc
188 Inverness Dr W Ste 150
Englewood, CO 80112

The Yard Metro District
8390 E Crescent Pkwy Ste 300
Greenwood Village, CO 80111

Belford North Metro District
8390 E Crescent Pkwy Ste 300
Greenwood Village, CO 80111

Meridian Village Metro District
1 Debt Service
6380 S Fiddlers Green Cir Ste 400
Greenwood Village, CO 80111

Rampart Range Metro District
1 Debt Service
8390 E Crescent Pkwy Ste 300
Greenwood Village, CO 80111

470 COMPARK LLC
1223 ROCK ROAD BLDG H STE 100
WICHITA, KS 67206

EXHIBIT C
PROOF OF PUBLICATION

Colorado Community Media
750 W. Hampden Ave. Suite 225
Englewood, CO 80110

Belford North Metro District (sf) **
C/O Spencer Fane LLP
1700 Lincoln Street, Suite 2000
Denver CO 80203

Description: No. 937899 Belford North MD 5030013-2300

AFFIDAVIT OF PUBLICATION

State of Colorado }
County of Douglas } ss

This Affidavit of Publication for the Douglas County News Press, a weekly newspaper, printed and published for the County of Douglas, State of Colorado, hereby certifies that the attached legal notice was published in said newspaper once in each week, for 1 successive week(s), the last of which publication was made 9/10/2020, and that copies of each number of said paper in which said Public Notice was published were delivered by carriers or transmitted by mail to each of the subscribers of said paper, according to their accustomed mode of business in this office.



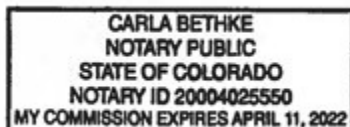
For the Douglas County News-Press

State of Colorado }
County of Douglas } ss

The above Affidavit and Certificate of Publication was subscribed and sworn to before by the above named Gerard Healey, publisher of said newspaper, who is personally known to me to be the identical person in the above certificate on 9/10/2020. Gerard Healey has verified to me that he has adopted an electronic signature to function as his signature on this document.

20004025550-735898

Carla Bethke
Notary Public
My commission ends April 11, 2022



Public Notice

TOWN OF PARKER, COUNTY OF DOUGLAS,
STATE OF COLORADO

NOTICE OF PUBLIC HEARING FOR AMENDED AND RESTATED SERVICE PLAN OF SPECIAL DISTRICT

IN RE THE AMENDED AND RESTATED
SERVICE PLAN FOR BELFORD NORTH
METROPOLITAN DISTRICT, TOWN OF
PARKER, DOUGLAS COUNTY, STATE OF
COLORADO

NOTICE IS HEREBY GIVEN that, pursuant to §32-1-204(1), C.R.S., a First Amended and Restated Service Plan (the "Service Plan") for Belford North Metropolitan District (the "District") has been filed and is available for public inspection in the office of the Town Clerk of the Town of Parker, Colorado.

A public hearing on the Service Plan will be held by the Town Council on **October 5, 2020, at 7:00 p.m.**, at Council Chambers, Parker Town Hall, 20120 East Mainstreet, Parker, CO 80138, or as soon thereafter as the Town Council may hear such matter. On March 13, 2020, the Parker Town Administrator did issue an Order Declaring a Local Disaster Emergency and pursuant to that Order has issued subsequent emergency orders, including but not limited to Emergency Order No. 4-2020, concerning Town Council Meetings, which may impact how public hearings in the Town of Parker are conducted. Information concerning these orders, and how to participate in public hearings, may be found on the Town website (<http://www.parkeronline.org>) and/or by contacting the Town Clerk's Office. These orders may, or may not, still be in effect at the time of the public hearing on the Service Plan. All interested persons may attend and provide public comment.

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A description of the land contained within the boundaries of the District is as follows: approximately 65.48 acres generally located south of interstate E-470 and west of S. Chambers Road in the Town of Parker, Douglas County, State of Colorado.

All protests and objections must be submitted in writing to the Town Clerk at or prior to the public hearing or any continuance or postponement thereof in order to be considered. All protests and objections to the Service plan shall be deemed to be waived unless presented at the time and in the manner specified in Section 32-1-203(3.5), C.R.S.

**BOARD OF DIRECTORS, BELFORD NORTH
METROPOLITAN DISTRICT**

Legal Notice No. 937899
First Publication: September 10, 2020
Last Publication: September 10, 2020
Publisher: Douglas County News-Press

ORDINANCE NO. 9.303.1, Series of 2020

TITLE: A BILL FOR AN ORDINANCE APPROVING A FIRST AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF PARKER, COLORADO, AND THE BELFORD NORTH METROPOLITAN DISTRICT

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

Section 1. The Town Council of the Town of Parker hereby approves a First Amended and Restated Intergovernmental Agreement between the Town of Parker, Colorado, and the Belford North Metropolitan District, which is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

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

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

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

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2020.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

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

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

EXHIBIT 1

FIRST AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF PARKER, COLORADO, AND BELFORD NORTH METROPOLITAN DISTRICT

THIS AGREEMENT (the “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 collectively referred to as the Parties.

WITNESSETH:

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

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

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

WHEREAS, the Town previously approved that certain Compark Village South Filing No. 1 Minor Development Plat, approved by Town Council on September 19, 2016, an Approved Development Plan for purposes of the Service Plan, and it is anticipated that the Town will in the future approve or enter into one or more additional Approved Development Plans (as defined in the Service Plan), all of which will identify, among other things, Public Improvements (as defined in the Service Plan) necessary for facilitating development for property within the Service Area and specific regional improvements necessary or desirable in connection with the impacts of the development of the Property (the “Regional Infrastructure”); and

WHEREAS, pursuant to an Approved Development Plan, the Town and District may share in the responsibilities for constructing and owning the Regional Infrastructure; and

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

WHEREAS, the Parties to this Agreement acknowledge the need for the Regional Infrastructure in order to accomplish the comprehensive development of the property located within the District’s Service Area (the “Property”); and

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

WHEREAS, in accordance with the provisions of the Service Plan and as further set forth herein, the District has agreed to levy a property tax of 5 mills that will be used for the planning, design, construction and maintenance of the Town Infrastructure (the “Town Capital and Maintenance Mill Levy”), and the District has conducted an election under TABOR to enable it to impose the Town Capital and Maintenance Mill Levy and to issue debt repayable from the Town Capital and Maintenance Mill Levy; and

WHEREAS, the Parties further acknowledge that the District will have certain ongoing administrative obligations, as well as maintenance obligations with regard to the Public Improvements and Regional Infrastructure, and in accordance with the provisions of the Service Plan, the District will levy a property tax (the “Operation and Maintenance Mill Levy”) for such purposes; and

WHEREAS, the Parties understand and agree it is contemplated that the District and the Belford South Metropolitan District (together, the “Districts”) may cooperate with each other concerning the planning, design, construction, ownership, operation and maintenance of certain infrastructure that benefits the taxpayers and inhabitants of the Districts’ combined Service Area, and that each of the Districts may additionally have its own particular infrastructure needs; and

WHEREAS, the Town and the District previously entered into that certain Intergovernmental Agreement dated December 2, 2019 (the “Original IGA”), which Original IGA governed the relationship among the Parties; and

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

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

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

1. Infrastructure Capital Mill Levy. The District agrees to impose a property tax of 5 mills that shall be used for the planning, design and construction of the Regional Infrastructure. The utilization of the Infrastructure Capital Mill Levy is set forth on Exhibit A to this Agreement. The Town agrees that for economic efficiency in financing Regional Infrastructure, the District may pledge the Infrastructure Capital Mill Levy along with the District’s debt service mill levy for the purposes of financing Debt (as defined in the Service Plan), provided that the proceeds generated from the pledge of the Infrastructure Capital Mill Levy may only be used to pay costs associated with Regional Infrastructure.

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

3. Operation and Maintenance Mill Levy. The District may impose a property tax of up to 10 mills, which shall be used for the ongoing administrative expenses of the District and for the maintenance of certain of the Public Improvements and Regional Infrastructure, as set forth on Exhibit C to this Agreement. 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 applicable Approved Development Plan(s), and other rules and regulations of the Town and applicable provisions of the Town Code. The District shall be authorized to own, operate and maintain the Public Improvements not otherwise required to be dedicated to the Town or other public entity. If the Public Improvements are owned by an entity other than the District, such entity shall be responsible for the operation and maintenance unless the District agrees to provide for the operation and maintenance of the Public Improvements pursuant to an agreement with such entity.

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

The District shall remit any revenues received by the District from the Mill Levies that are due to the Town as required herein no later than March 15 and June 30 each year, and the Town shall deposit and maintain such revenues in a separate fund earmarked specifically for use only as set forth in this Agreement (the "Belford Metropolitan District Fund"). Any revenues from the Mill Levies the District receives after June 30 that are due to the Town as required herein shall be remitted to the Town within 30 days of their receipt. The monies in the Belford North Metropolitan District Fund may be applied to any design, planning, engineering, surveying, construction management, labor, materials, operations and administrative costs related to construction of the Regional Infrastructure and the Town Infrastructure as further detailed in this Agreement. On June 30 and December 31 of each year, the Town shall provide to the District an accounting of revenues

received from the District attributable to the Infrastructure Capital Mill Levy or Town Capital and Maintenance Mill Levy, along with an itemization of expenditures made in major categories.

5. Operation and Maintenance of the Public Improvements. The District shall dedicate the Public Improvements to the Town or other appropriate jurisdiction or owners association in a manner consistent with all applicable Approved Development Plans, including but not limited to final approved plats, other rules and regulations of the Town, and applicable provisions of the Town Code. 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, or to own fee title to any real property, unless specifically provided for in an Approved Development Plan, this Agreement or a separate agreement with the Town.

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

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

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

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

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

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

designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

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

11. Total Debt Issuance. The District, together with Belford South Metropolitan District, shall not issue Debt in excess of \$56,700,000 in total aggregate principal amount, provided that such limitation shall not be applicable to refunding Bonds issued by the District to refund outstanding Debt. The Debt limitation shall not apply to the pledge of property tax or specific ownership tax revenues derived from mill levies or other revenues between the District and Belford South Metropolitan District.

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

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

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

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

16. Annual Report. The District shall submit an annual report ("Annual Report") to the Town no later than September 1st of each year following the Town's approval of the District's Service Plan, pursuant to Parker Municipal Code section 10.11.040 and containing the information set forth in Section VII of the Service Plan. The District shall not be required to file an annual report if the District has declared inactive status pursuant to Section 32-1-104, C.R.S. The Districts may file a consolidated Annual Report.

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

To the District: Belford North Metropolitan District
c/o CliftonLarsonAllen LLP
Attn: Bob Blodgett, District Manager
8390 E. Crescent Parkway, Suite 300
Greenwood Village, CO 80111
Phone: 303-779-5710
Fax: 303-779-0348
Email: Bob.Blodgett@claconnect.com

With a copy to:

Belford North Metropolitan District
c/o Spencer Fane LLP
Attn: Tom George
1700 Lincoln Street, Suite 2000
Denver, CO 80203
Phone: 303-839-3800
Fax: 303-839-3838
Email: tgeorge@spencerfane.com

To the Town:

Town of Parker 20120 E. Mainstreet Parker, CO 80138-7334 Attn: Town Attorney's Office cc: Mary Lou Brown, 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.

18. Cooperation among the Districts. Pursuant to the Service Plan, the Town acknowledges and agrees that the District may cooperate with Belford South Metropolitan District for the planning, design, financing, construction, acquisition, operation, or maintenance of the Public Improvements serving the Property, including the Regional Infrastructure, as may be set forth in one or more intergovernmental agreements among the Districts.

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. The pledge by either of the Districts between the Districts shall not be deemed an assignment hereunder.

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

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

E. **Execution of Documents.** This Agreement may be executed in as many as 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, supersedes and replaces all prior negotiations, representations, and agreements, including the Original IGA, between the parties hereto relating to the subject matter hereof and this Agreement, together with the Service Plan provisions that serve to supplement or complement this Agreement, constitutes the entire agreement between the Parties concerning the subject matter hereof.

M. No Waiver of Governmental Immunity. Notwithstanding any provision of this Agreement to the contrary, nothing in this Agreement shall be deemed a waiver of any protections afforded the Parties pursuant to Colorado law, including, but not limited to, the Colorado Governmental Immunity Act.

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

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

Town Attorney's Office

BELFORD NORTH METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado

By: _____
_____, President
Belford North Metropolitan District

ATTEST:

Secretary

EXHIBIT A

Utilization of Infrastructure Capital Mill Levy

The revenues derived from the Infrastructure Capital Mill Levy may be retained by the District and used for the planning, design, financing, acquisition and/or construction of the following infrastructure and improvements, which infrastructure and improvements the Parties agree shall be considered Regional Infrastructure:

1. regional stormwater improvements, including but not limited to improvements associated with Green Acres Tributary and Happy Canyon Creek, and other regional stormwater channels and detention/retention facilities;
2. arterial streets, including but not limited to Belford Avenue and South Chambers Road, and appurtenances, including but not limited to traffic safety improvements;
3. right-of-way landscaping (edges and medians) along arterial street rights-of-way;
4. regional water and sanitary sewer improvements;
5. regional open space, regional trails, and other regional park and recreation improvements;
6. all other regional improvements specifically identified in an Approved Development Plan (as defined in the Service Plan) approved by the Town to be planned, designed and constructed by the District;
7. all other regional improvements that may be planned, designed, or constructed by either of the Districts.

EXHIBIT B

Utilization of Town Capital and Maintenance Mill Levy

Revenues derived from the Town Capital and Maintenance Mill Levy may be used by the Town for the purpose of funding capital costs or the costs of maintenance of Town Infrastructure necessary in connection with the impacts of development in the District, including the following:

1. maintenance and operation of all roadways, storm sewer, and associated items constructed within Town right-of-way;
2. maintenance and operation of regional roadways serving the District; and
3. maintenance and operation of all storm sewer, detention ponds, stream and channel improvements, and other stormwater conveyance infrastructure located on Town, HOA or District-owned property that is eligible for maintenance assistance through the Town's Stormwater Utility.

EXHIBIT C

Utilization of Operation and Maintenance Mill Levy

The District may use the revenues derived from the Operation and Maintenance Mill Levy for the ongoing administrative expenses of the District and the operation and maintenance of Public Improvements and Regional Infrastructure, which Public Improvements and Regional Infrastructure shall include but are not limited to the following:

1. regional stormwater improvements, including but not limited to regional stormwater channels and detention/retention facilities;
2. collector and arterial streets and appurtenances, including but not limited to traffic safety improvements;
3. right-of-way landscaping (edges and medians) along collector, arterial and other street rights-of-way;
4. regional water and sanitary sewer improvements;
5. regional open space, regional trails, and other regional park and recreation improvements;
6. all other regional improvements specifically identified in an Approved Development Plan (as defined in the Service Plan) approved by the Town to be owned, operated and/or maintained by the District;
7. community parks and recreation facilities and amenities and associated grounds and landscaping;
8. all other improvements and operations specifically identified in an Approved Development Plan approved by the Town to be owned, operated, maintained and/or provided by the District;
9. all improvements that may be planned, designed or constructed by the District until such time as such improvements are dedicated, conveyed or transferred to and accepted by the applicable accepting jurisdiction(s); and
10. all other improvements that may be owned, operated and/or maintained by either of the Districts.



Request for Town Council Action

Date: October 5, 2020
Submitted By: Kristin Hoffmann, Deputy Town Attorney
Reviewed By: Michelle Kivela, Town Administrator
Title: **BELFORD SOUTH METROPOLITAN DISTRICT**
Department: **Town Attorney, Kristin Hoffmann**

EXECUTIVE SUMMARY

The resolution approves the Second Amended and Restated Service Plan for Belford South Metropolitan District. The ordinance approves the Second Amended and Restated Intergovernmental Agreement between the Town and the Belford South Metropolitan District.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

In March 2016, the Town Council approved the original service plan for Belford South Metropolitan District. The service plan was amended and restated and approved by Town Council in March 2018. Belford South Metropolitan District now serves as the residential district for the Belford project. Belford North Metropolitan District serves as the commercial district.

Belford South Metropolitan District has submitted an application to amend and restate its service plan. The resolution approves the Second Amended and Restated Service Plan for the District, and the ordinance approves the Second Amended and Restated Intergovernmental Agreement between the Town and the District. The plan and intergovernmental agreement are submitted and processed under the recently approved metropolitan district policies. Attached is an analysis of the Belford North Metropolitan District and the Belford South Metropolitan District's proposed amended and restated service plans and intergovernmental agreements.

FINANCIAL IMPACT

Under the terms of the intergovernmental agreement, the District agrees to impose a property tax of 5 mills, which shall be remitted to the Town and used for the purpose of funding capital costs or the costs of maintenance of the Town infrastructure, as identified in Exhibit B of the intergovernmental agreement.

STRATEGIC GOAL(S)



ATTACHMENTS

1. Summary Memo
2. Resolution No. 20-050
3. Ordinance No. 9.304.1

RECOMMENDED MOTION

I move to approve Resolution No. 20-050, subject to approval of Ordinance 9.304.1.

I move to approve Ordinance No. 9.304.1 on second reading.

MEMORANDUM

To: Town Council
From: Kristin Schledorn, Deputy Town Attorney
Date: September 8, 2020
Re: Amended and Restated Service Plans for Belford North and Belford South Metropolitan Districts

The following sets forth an analysis on the proposed First Amended and Restated Service Plan for Belford North Metropolitan District (“BNMD”) and the proposed Second Amended and Restated Service Plan (collectively, the “Service Plans”) for Belford South Metropolitan District (“BSMD” and collectively with BNMD, the “Districts”) which are set for a public hearing before the Town Council on October 5, 2020. This report summarizes key information about the Districts and the Service Plans.

As background, the Town Council in March 2016 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. BNMD contains the commercial portions of the project, north of Belford Avenue. In March 2018, BSMD amended its service plan and Town Council approved the original service plan for BNMD, which was subsequently organized and is an existing district, to provide that BSMD would serve as the residential district and BNMD would serve as the commercial district.

Belford South and Belford North Metropolitan Districts

Developer/Property Owner: Westside Investment Partners LLC/470 Compark LLC

Attorney: Spencer Fane (Tom George, Esq.)

Finance: D.A. Davidson

Accounting/Management: CliftonLarsonAllen LLP

Engineer: Manhard Consulting

Bond Counsel: Sherman & Howard

Location: South of E-470, west of Chambers Road, north and south of Belford Avenue

Area/Land Use: BSMD 84.6 acres (residential)
BNMD 65.48 acres (commercial)

- Build Out Schedule:** Per Financial Plan, build out anticipated to occur by 2024 for BSMD and 2025 for BNMD (445 residential units and approximately 365,000 sq. ft. of commercial)
- Projected Assessed:** Projected total assessed valuation (AV) for all development at completion of project build out, anticipated for completion year noted above (per Financial Plan, with 2-year lag for AV realization):
- \$9,271,506 for Belford North
\$ 7,123,111 for Belford South
- Powers:** To provide the Public Improvements, including street improvements; storm drainage improvements; sanitary sewer improvements; water main improvements; and parks and open space improvements. The District is also authorized to own, operate and maintain Public Improvements not dedicated to the Town or other public entity.
- Improvement Costs:** \$45,354,646, total estimated improvement costs as listed in Exhibit D of the Service Plans, of which \$25,285,394 is for street improvements; \$8,955,236 is for storm drainage improvements; \$3,245,670 is for sanitary sewer improvements; \$3,991,197 is for water main improvements and \$3,877,149 is for parks and open space improvements.
- Debt Issuance:** While the Financial Plan indicates that the Districts' bonding capacity is projected to be approximately \$88,806,250 based on a par amount of \$71,045,000 as calculated pursuant to Section 9 of the Service Plans, the District is limited to debt issuance of no more than the Service Plans' debt limit of \$56,700,000.
- All Debt must meet statutory requirements.
- Debt Limit:** \$56,700,000
- Mill Levy:** 77 mills total, comprised of up to 57 mills for debt service (Maximum Debt Mill Levy), subject to a Mill Levy Adjustment (see comment 2); up to 10 mills for operations and maintenance (Operations and Maintenance Mill Levy); 5 mills for regional infrastructure (Infrastructure Capital Mill Levy), subject to a Mill Levy Adjustment; and 5 mills to be remitted to the Town (Town Capital and Maintenance Mill Levy), subject to a Mill Levy Adjustment, to be used for specified projects, including maintenance and operation of all roadways, storm sewer, and associated items constructed within Town right-of-way; maintenance and operation of regional roadways

serving the District; and maintenance and operation of all storm sewer, detention ponds, stream and channel improvements, and other stormwater conveyance infrastructure located on Town, HOA or District-owned property that is eligible for maintenance assistance through the Town's Stormwater Utility.

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 structures, the service plans propose a development fee of \$25,000 per SFE of water and/or wastewater demand (see comment 1).

Comments:

1. The proposed Service Plans and intergovernmental agreements generally conform to the Town's model service plan and IGA, with the exception of the continued assessment and collection of a development fee of \$25,000/\$20,000 rather than in the amounts of \$2,000/\$1,500 as stated in the model service plan. In approving the BSMD service plan in 2016, Town Council approved this authority and in 2018 approved similar authority for BNMD, with the fee being \$25,000/SFE (rather than per square foot). In addition, the Districts may collect a development fee from the Chambers Highpoint property to pay to finance the costs of Public Improvements, including extensions of water and wastewater infrastructure necessary to obtain service from Stonegate Village Metropolitan District.

2. The proposed Service Plans identify a Mill Levy Adjustment, which allows the mill levies to be adjusted (Gallagherized) using 2019 as the base year. Therefore, the current mill levy proposed for debt service is 57.398 mills.

RESOLUTION NO. 20-050, Series of 2020

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

WHEREAS, by Resolution No. 16-022, the Town Council of the Town of Parker approved the Service Plan for the organization of the Belford South Metropolitan District (“District”); and

WHEREAS, by Resolution No. 18-030, the Town approved the First Amended and Restated Service Plan for the District; and

WHEREAS, the District has filed a Second Amended and Restated Service Plan in the office of the Town Clerk of the Town of Parker (“Service Plan”); and

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

WHEREAS, 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 the Code, and therefore, has determined to adopt a resolution of approval of the Service Plan for the District; and

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

WHEREAS, notice of the public hearing before the Town Council for its consideration of the Service Plan was duly published in the *Douglas County News-Press* on September 10, 2020, in accordance with the Special District Act, as evidenced by the Affidavit of Publication attached hereto as **Exhibit 2** and incorporated herein by reference; and

WHEREAS, in accordance with the Special District Act, notice of the hearing before the Town Council was also duly mailed by first class mail on September 14, 2020, to all property owners within the boundaries of the District and to interested persons, defined as follows: (1) the Colorado Division of Local Government; and (2) the governing body of any municipality or special district which has levied an ad valorem tax within the next preceding tax year, and which has boundaries within a radius of three miles of the District’s boundaries, as evidenced by the Certificate of Mailing of Notice of Hearing to Three Mile Radius Entities attached hereto as **Exhibit 3** and incorporated herein by reference; and

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

WHEREAS, pursuant to the provisions of the Special District Act and the Code, the Town Council held a public hearing on the Service Plan for the District on October 5, 2020; and

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

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

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

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

Section 3. 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 C.R.S. § 32-1-203 and the Code, as follows:

1. There continues to be sufficient existing and projected need for organized service in the area to be serviced by the District;
2. That the existing service in the area to be served by the District continues to be 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 Service Plan is in substantial compliance with the Town's master plan;
8. That the Service Plan 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 Service Plan is in substantial compliance with Sections 10.11.010, *et seq.*, of the 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.

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

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

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

RESOLVED AND PASSED effective as of the ____ day of _____, 2020.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

EXHIBIT 1

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

Prepared

by

Spencer Fane LLP
1700 Lincoln Street, Suite 2000
Denver, CO 80203

Original Service Plan Approved: March 21, 2016

First Amended and Restated Service Plan Approved: March 19, 2018

Second Amended and Restated Service Plan Approved: [insert date of approval]

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LIST OF EXHIBITS

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EXHIBIT B	Parker Vicinity Map
EXHIBIT C-1	Initial District Boundary Map
EXHIBIT C-2	Chambers Highpoint Property Legal Description
EXHIBIT C-3	Proof of Ownership and Consents for all Properties within District
EXHIBIT D	Capital Plan and Engineer's Opinion of Probable Cost
EXHIBIT E	Maps Depicting Public Improvements
EXHIBIT F	Financial Plan
EXHIBIT G	Indemnification Letters
EXHIBIT H	Intergovernmental Agreement

I. INTRODUCTION

A. Background

On March 21, 2016, by Resolution No. 16-022, the Town Council approved the original Service Plan (the “Original Service Plan”) for the 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. The Original Service Plan was amended and restated by a First Amended and Restated Service Plan (the “First Amended and Restated Service Plan”) approved by the Town by Resolution No. 18-030 on March 19, 2018. This Second Amended and Restated Service Plan (defined herein as the “Service Plan”) is intended to modify, replace, restate, and supersede the Original Service Plan and the First Amended and Restated Service Plan in their entirety.

Concurrently with the submittal of this Service Plan, the Developer for the District has also submitted for Town approval an Amended and Restated Service Plan for the Belford North Metropolitan District (defined herein as “BNMD”). Together, the District and BNMD include the entirety of Project. It is anticipated that the District and BNMD will cooperate to provide the public improvements and services necessary to serve the Project. Further, it is anticipated that all of the Project’s residential property will be located within the District, and all of the Project’s non-residential property will be located within BNMD.

The District is requesting approval of this Service Plan to conform with the new Town model service plan, and to update the Financial Plan and Capital Plan to reflect current development plans, projections and cost estimates. This Service Plan shall amend and restate in its entirety both the Original Service Plan and the First Amended and Restated Service Plan

B. 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 manner from the requirements of the Service Plan, Chapter 10.11 of the Town Code or the Intergovernmental Agreement. It is intended that the District will provide a part or all of the Public Improvements for the use and benefit of all anticipated inhabitants and taxpayers of the District. The primary purpose of the District will be to finance the construction of these Public Improvements.

This Service Plan is intended to accommodate the phasing of the Project and the infrastructure needs of each phase. It is contemplated, although not required, that the Districts will cooperate with each other on certain infrastructure that benefits the taxpayers and inhabitants of the Service Area, and that each of the Districts will additionally have its own particular infrastructure needs.

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

C. Need for the District.

There are currently no other governmental entities, including the Town, located in the immediate vicinity of the District 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. The District is therefore necessary in order for the Public Improvements required for the Project to be provided in the most economic manner possible.

D. 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 and Development Fees 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 commercial and residential properties, and the District shall be authorized to finance the Public Improvements that can be funded from these sources of repayment. The Infrastructure Capital Mill Levy and the Town Capital and Maintenance Mill Levy may also be pledged to the repayment of Debt, as set forth in the Intergovernmental Agreement. 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 this Service Plan to assure to the extent possible that no commercial or 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 in the form of the Maximum Debt Mill Levy 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 District 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 Service Area 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. The Compark Village South Filing No. 1 Minor Development Plat, approved by Town Council on September 19, 2016, and any amendments thereto, is an Approved Development Plan for purposes of this Service Plan.

BNMD: means the Belford North Metropolitan District

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 District; (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 adjacent to and east of the Districts within the initial boundaries of Chambers Highpoint Metropolitan District Nos. 1 and 2, as described in **Exhibit C-2**.

Development Fee: means the one-time development or system development fee imposed by the District on a per-unit (*residential*) or per square-foot (*non-residential*) basis at or prior to the issuance of a certificate of occupancy for the 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.

Districts: mean the Belford South Metropolitan District and the Belford North Metropolitan District.

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 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 approval of this Service Plan; (e) all proposed sources of revenue and projected District expenses, as well as the assumptions upon which they are based, for at least a ten-year period from the date of District 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 the District; (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 total authorized Debt for the District; (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.

Infrastructure Capital Mill Levy: means 5 mills that shall be levied by the District and either retained by the District or remitted to the Town (or a combination thereof) and used for the planning, design and construction of infrastructure that the Town determines is necessary or desirable in connection with the impacts of development in the District. The utilization of the Infrastructure Capital Mill Levy shall be determined in the Intergovernmental Agreement. The Infrastructure Capital Mill Levy shall be imposed by the District the first year the District certifies a debt service mill levy and shall be subject to the Mill Levy Adjustment.

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

Initial District Boundary Map: means the map attached hereto as **Exhibit C-1**, describing the District's initial boundaries.

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

Map Depicting Public Improvements: means the map attached hereto as **Exhibit E**, 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 Debt as set forth in Section VI.C below. The Maximum Debt Mill Levy shall be subject to the Mill Levy Adjustment.

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.

Mill Levy Adjustment: means, if, on or after January 1, 2019, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement, the mill levy to which the Mill Levy Adjustment applies may be increased or decreased to reflect such changes, such increases and 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 applicable mill levy, as adjusted for changes occurring on or after January 1, 2019, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

Operation and Maintenance Mill Levy: means the maximum number of mills the District may levy, as set forth in the Intergovernmental Agreement, to pay for the costs of ongoing administrative, accounting and legal services to the District, and, if applicable, the costs of maintaining certain regional Public Improvements, as the same are identified in the Intergovernmental Agreement.

Project: means the development or property commonly referred to as Compark South.

Proof of Ownership: means a current title commitment showing ownership and all encumbrances on all properties within the Initial 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 Service Area as determined by the Board of the District.

Service Area: means the property within the Initial District Boundary Map and BNMD.

Service Plan: means this Second Amended and Restated 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.

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 Capital and Maintenance Mill Levy: means 5 mills that shall be levied by the District and remitted to the Town and used for the construction and maintenance of infrastructure that the Town determines is necessary or desirable in connection with the impacts of development in the District. The utilization of the Town Capital and Maintenance Mill Levy shall be determined in the Intergovernmental Agreement. The Town Capital Maintenance Mill Levy shall be imposed by the District the first year the District certifies a debt service mill levy and shall be subject to the Mill Levy Adjustment.

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 Initial District Boundaries includes approximately 84.6 acres. A legal description of the Initial District Boundaries is attached hereto as **Exhibit A**. A map of the Initial 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 Initial District Boundaries is attached hereto as **Exhibit C-3**. A vicinity map is attached hereto as **Exhibit B**. It is anticipated that the District's Boundaries may change from time to time as it undergoes inclusions and exclusions pursuant to Section 32-1-401, et seq., C.R.S., and Section 32-1-501, et seq., C.R.S., subject to the limitations set forth in Article V below.

IV. PROPOSED LAND USE/POPULATION PROJECTIONS/ASSESSED VALUATION

The Service Area consists of approximately 150 acres of undeveloped land. The current assessed valuation of the Districts 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 Districts at build-out is estimated to be approximately 1,112 persons based on an estimated 445 residential units and 2.5 persons per unit. The non-residential density of the Districts at build-out is estimated to be approximately 365,000 square feet.

Approval of this Service Plan by the Town does not imply approval of the development of a specific area within the Districts, 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 the development within the Project 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 an 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 the Intergovernmental Agreement, 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 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 an Approved Development Plan and to the extent such interests have not been acquired by the Town through such Approved 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 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. The District shall not impose a mill levy and then exclude property from its boundaries, unless the property is being included into BNMD.

8. Initial Debt Limitation. On or before the effective date of approval of an Approved Development Plan, the District shall not: (a) issue any Debt; nor (b) impose the Maximum Debt Mill Levy; nor (c) 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 (d) impose or collect any fees or revenues from any other source for the purpose of repayment of Debt.

9. Total Debt Issuance Limitation. The Districts shall not issue Debt in excess of \$56,700,000 total aggregate principal amount, provided that such limitation shall not be applicable to refunding Bonds issued by either of the Districts to refund outstanding Debt. The foregoing figure is the product of: (a) the bonding capacity of the Districts, which was derived using the following assumptions: (i) the interest rate is not less than 150 basis points more than the 30 Year AAA MMD Index (as of the date of the submission of the Service Plan); (ii) inflation on completed structures does not exceed a 4% biennial growth rate; (iii) the bonds

amortize over a period of 40 years; (iv) debt service coverage is no less than 100%; and (v) the levying by each of the Districts of 57 mills for the Maximum Debt Mill Levy, 5 mills for the Infrastructure Capital Mill Levy, and 5 mills for the Town Capital and Maintenance Mill Levy; and (b) 125%; adjusted to take into consideration the estimated cost of the Public Improvements as set forth in the Capital Plan. The Districts shall not issue Debt in excess of the foregoing Debt limitation notwithstanding the Districts' total bonding capacity analysis set forth in the Financial Plan, which analysis utilizes the above assumptions but does not take into consideration the estimated cost of the Public Improvements. The Districts shall allocate the Debt among themselves in an intergovernmental agreement and shall provide a copy of such intergovernmental agreement and any subsequent amendments thereto to the Town. The Debt limitation shall not apply to either of the Districts' pledge of its property tax or specific ownership tax revenues derived from their respective mill levies to the other of the Districts.

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 or 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 where the revenue pledged to such bonds is derived from fees, 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. Bonds issued by the District to which another district has pledged toward the repayment of such bonds its property taxes and/or specific ownership taxes derived from a mill levy or other source of revenue, and bonds secured in part by Development Fee revenues, shall not be considered revenue bonds under this Section.

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 Project, 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.

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 Service Area of the District and the Chambers Highpoint Property and, to the extent necessary to improve adjacent streets and connect Public Improvements to existing infrastructure, without the boundaries of the District, 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 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 D**. Maps Depicting Public Improvements are attached hereto as **Exhibit E**. 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 Districts is approximately \$45,354,646. Costs of required Public Improvements that cannot be financed by the District within the parameters of this Service Plan and the financial capability of the District are expected to be financed by the developer of the Project.

The District shall be permitted to allocate costs between such categories of the Public Improvements as deemed necessary in its discretion.

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 District 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 D** assume construction to applicable standards and specifications of the Town and state and federal requirements.

C. Cooperation Among the Districts.

It is anticipated that the Districts, collectively, may undertake the financing and construction of certain of the Public Improvements contemplated herein. Specifically, the District may enter into one or more intergovernmental agreements with BNMD (subject to Town review and approval in accordance with Section X herein), which intergovernmental agreement(s) may govern the relationships between and among the Districts with respect to the financing, construction and operation of the Public Improvements. The District may establish a mechanism whereby any one or more of the Districts may separately or collectively fund, construct, install and operate the Public Improvements.

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 Project 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 total combined Debt that the Districts shall be permitted to issue shall not exceed \$56,700,000 in aggregate principal amount. Debt is permitted to be issued on a schedule and in such year or years as the District determines shall meet the needs of the Capital Plan referenced above and the progression of the development, subject to compliance with this Service Plan. The \$56,700,000 that the Districts shall be permitted to issue is supported by the Financial Plan prepared by D.A. Davidson & Co., attached hereto as **Exhibit F**. D.A. Davidson & Co. shall attach a certification to the Financial Plan, certifying that based upon the assumptions contained therein and D.A. Davidson & Co.'s 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 fifty-seven (57) mills less the number of mills necessary to pay unlimited mill levy Debt described in Section VI.C.2 below, subject to the Mill Levy Adjustment. As of the date of this Service Plan, the Mill Levy Adjustment allows for a Maximum Debt Mill Levy of 57.398 mills (taking into consideration the current residential assessment rate of 7.15%). Except for permitted Mill Levy Adjustments, 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.

D. Maximum Debt Mill Levy Imposition Term.

The District shall not impose the Maximum Debt Mill Levy for repayment of any and all Debt (or use the proceeds of the Maximum Debt Mill Levy for repayment of Debt) on any single property developed for residential uses which exceeds forty (40) years after the year of the initial imposition of such Maximum Debt 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. Operation and Maintenance Mill Levy.

The District shall be permitted to levy up to 10 mills, subject to the Mill Levy Adjustment, for the purpose of paying for the costs of ongoing administrative, accounting and legal services to the District, and, if applicable, the costs of maintaining certain regional Public Improvements, as the same are identified in the Intergovernmental Agreement.

The estimated cost of engineering services, legal services and administrative services spent by the District to the date of this Service Plan, together with the estimated costs of the District's organization and initial operations, are anticipated to be approximately \$750,000, which will be eligible for reimbursement from Debt proceeds. The first year's operating budget for the District following the Town's approval of the Service Plan is estimated to be \$100,000, which is anticipated to be derived from property taxes and other revenues, including developer advances. The District shall maintain, from revenues derived from the Operation and Maintenance Mill Levy and other legally available revenues authorized under this Service Plan, sufficient funds to pay the District's operating costs.

F. Infrastructure Capital Mill Levy and Town Capital and Maintenance Mill Levy.

The District shall levy the Infrastructure Capital Mill Levy and the Town Capital and Maintenance Mill Levy the first year the District certifies the Maximum Debt Mill Levy, and the Infrastructure Capital Mill Levy and the Town Capital and Maintenance Mill Levy shall both be subject to the Mill Levy Adjustment.

The Infrastructure Capital Mill Levy shall be levied by the District and either retained by the District or remitted to the Town (or a combination thereof) and used for the planning, design and construction of infrastructure that the Town determines is necessary or desirable in connection with the impacts of development in the District, as set forth in the Intergovernmental Agreement. Likewise, the Town Capital and Maintenance Mill Levy shall be levied by the District and remitted to the Town and used for capital costs or for the maintenance of infrastructure that the Town determines is necessary or desirable in connection with the impacts of development in the District, also as set forth in the Intergovernmental Agreement.

The requirement that the District impose the Infrastructure Capital Mill Levy and the Town Capital and Maintenance Mill Levy shall exist for the duration of the life of the District.

G. Debt Repayment Sources.

The District may impose the Maximum Debt Mill Levy on taxable property within its boundaries as a primary source of revenue for repayment of debt service. 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.

Subject to the terms of the Intergovernmental Agreement, the District may also utilize the Infrastructure Capital Mill Levy and the Town Capital and Maintenance Mill Levy for the repayment of debt service.

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 water and wastewater 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 for such use(s).

The Development Fee set forth in this Service Plan may increase by up to the Consumer Price Index for Denver-Boulder, all items, all urban consumers (or its successor index for any years for which Consumer Price Index is not available) each year thereafter (as an inflation adjustment) commencing on January 1, 2019 . In addition, should the Town's Model Service Plan be amended to allow for an increase in such Development Fees beyond those set forth above, such increase in Development Fees shall apply to the District. 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 to be a material modification hereof.

H. 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.

I. 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.

J. 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.

K. 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 1st of each calendar year, 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. The Districts may file a combined report. The District shall not be required to file an annual report if the District is inactive pursuant to Section 32-1-104, C.R.S.

B. Reporting of Significant Events.

The annual report shall include the following:

1. A list of public infrastructure the District constructed or installed during the report year, and a schedule for the construction or installation of future public infrastructure, as well as any maintenance operations or activities the District has undertaken during the report year and maintenance operations or activities the District plans to undertake in the upcoming 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 and commercial 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.

12. A copy of any intergovernmental agreements entered into by the District since the filing of the last annual report.

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 a petition 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, if applicable, as well as the Operation and Maintenance Mill Levy, the Infrastructure Capital Mill Levy and the Town Capital and Maintenance Mill Levy. 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 within 30 days of the Town's approval of the Service Plan.

There is attached hereto as **Exhibit G** the Project 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 G** the form of a District Indemnification Letter. The District shall approve and execute the Indemnification Letter at its first Board meeting after Town approval of the Service Plan, in the same form as the Indemnification Letter set forth in **Exhibit G** 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 H**. The District shall approve and execute the Intergovernmental Agreement at its first Board meeting after Town approval of the Service Plan, 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.

Other than the intergovernmental agreements referenced in this Section and the intergovernmental agreements referenced in Section V(C) above, no intergovernmental agreements between the District and any other government are currently anticipated. Any intergovernmental agreement proposed regarding the subject matter of this Service Plan shall be subject to review by the Town prior to its execution by the District. Such Town review shall be with reference to whether the intergovernmental agreement is in compliance with the Service Plan, the Intergovernmental Agreement, and the terms of the Approved Development Plan or other instrument related to the Public Improvements. After submission of the proposed intergovernmental agreement in substantially final form to Town staff, the Town will notify the Districts within thirty (30) calendar days whether the intergovernmental agreement constitutes a material modification of the Service Plan necessitating an amendment in accordance with Section 32-1-207(2)(a), C.R.S. If the Town does not notify the District within such thirty (30) days, the proposed intergovernmental agreement shall be deemed not to be a material modification of 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 V(C), 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 the 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 as set forth above.

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 limited 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

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
DRAWN BY: <u>GDP</u>	1 OF 7
DATE: <u>02/19/16</u>	00C.LCPKC3.06
SCALE: <u>N/A</u>	

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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.: <u>BJP</u>	SHEET 2 OF 7 00C.LCPKC3.06
DRAWN BY: <u>GDP</u>	
DATE: <u>02/19/16</u>	
SCALE: <u>N/A</u>	

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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



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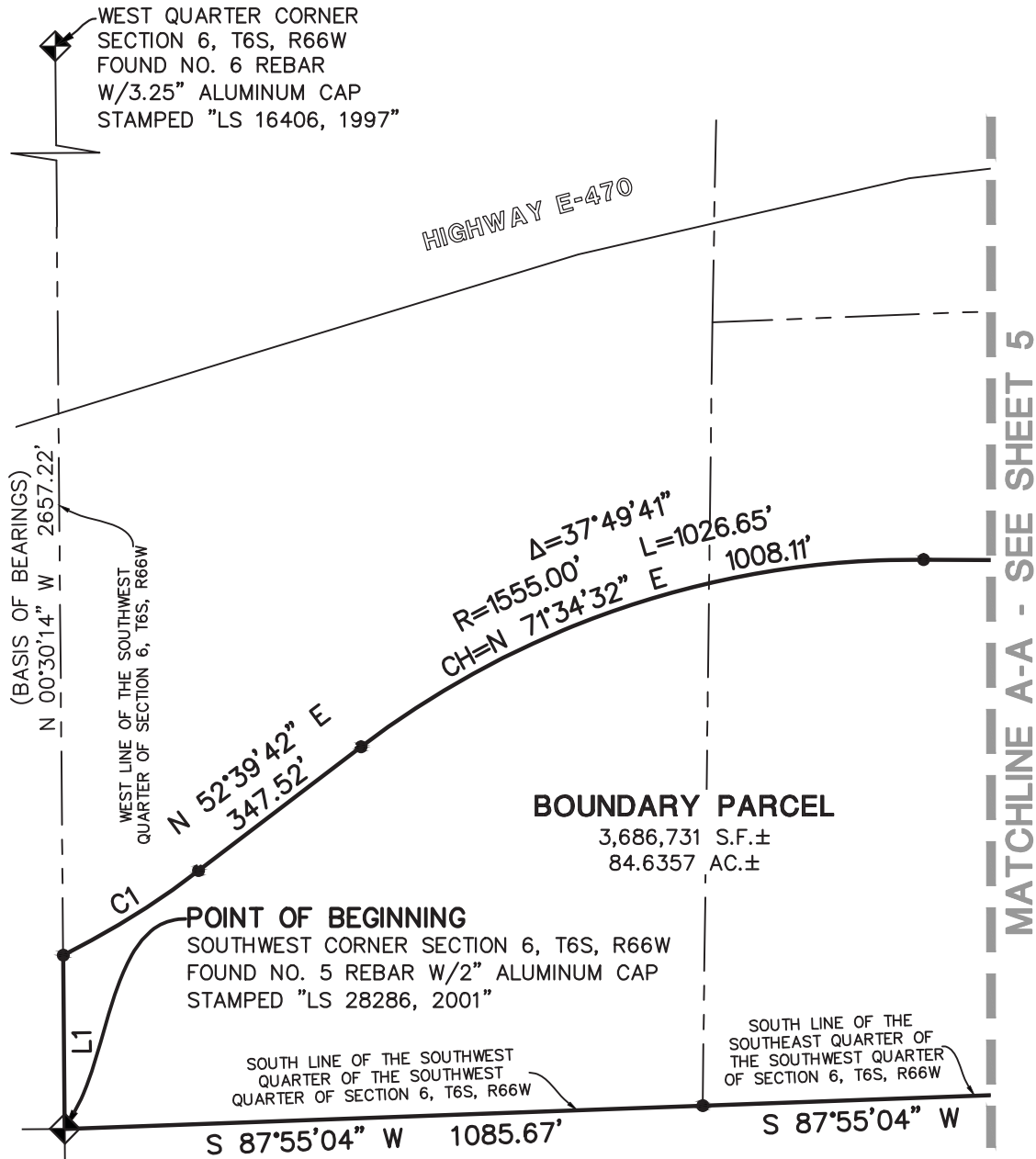
BELFORD SOUTH METROPOLITAN DISTRICT	
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO	
DISTRICT FORMATION	
PROJ. MGR.: BJP	SHEET
DRAWN BY: GDP	3 OF 7
DATE: 02/19/16	00C.LCPKC3.06
SCALE: N/A	

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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



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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'

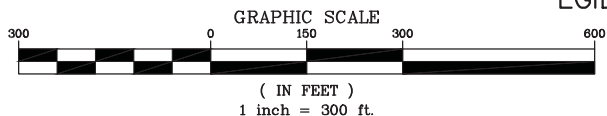
SHEET

4 OF **7**
00C.LCPKC3.06

EXHIBIT A

BELFORD SOUTH METROPOLITAN DISTRICT

LGID NO. _____



MATCHLINE A-A - SEE SHEET 4

MATCHLINE B-B - SEE SHEET 6

HIGHWAY E-470

$\Delta = 40^{\circ}40'50''$
 $R = 945.00'$
 $L = 670.96'$
 CH = N $70^{\circ}08'58''$ E
 656.95'

S $89^{\circ}30'37''$ E 1246.68'

BOUNDARY PARCEL

3,686,731 S.F. $\pm$
 84.6357 AC. $\pm$

SOUTH LINE OF THE SOUTHEAST QUARTER OF THE
 SOUTHWEST QUARTER OF SECTION 6, T6S, R66W

SOUTH LINE OF THE SOUTHEAST
 QUARTER OF SECTION 6, T6S, R66W

S $00^{\circ}42'41''$ W
 30.04'

N $00^{\circ}17'01''$ E
 30.03'

S $87^{\circ}55'04''$ W 626.87'

S $87^{\circ}49'19''$ W

709.76'

SOUTH QUARTER CORNER SECTION 6, T6S, R66W
 FOUND NO. 6 REBAR W/3.25" ALUMINUM CAP
 STAMPED "PLS 38206, 2009"

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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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'

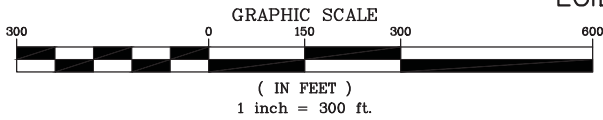
SHEET

5 OF **7**
 00C.LCPKC3.06

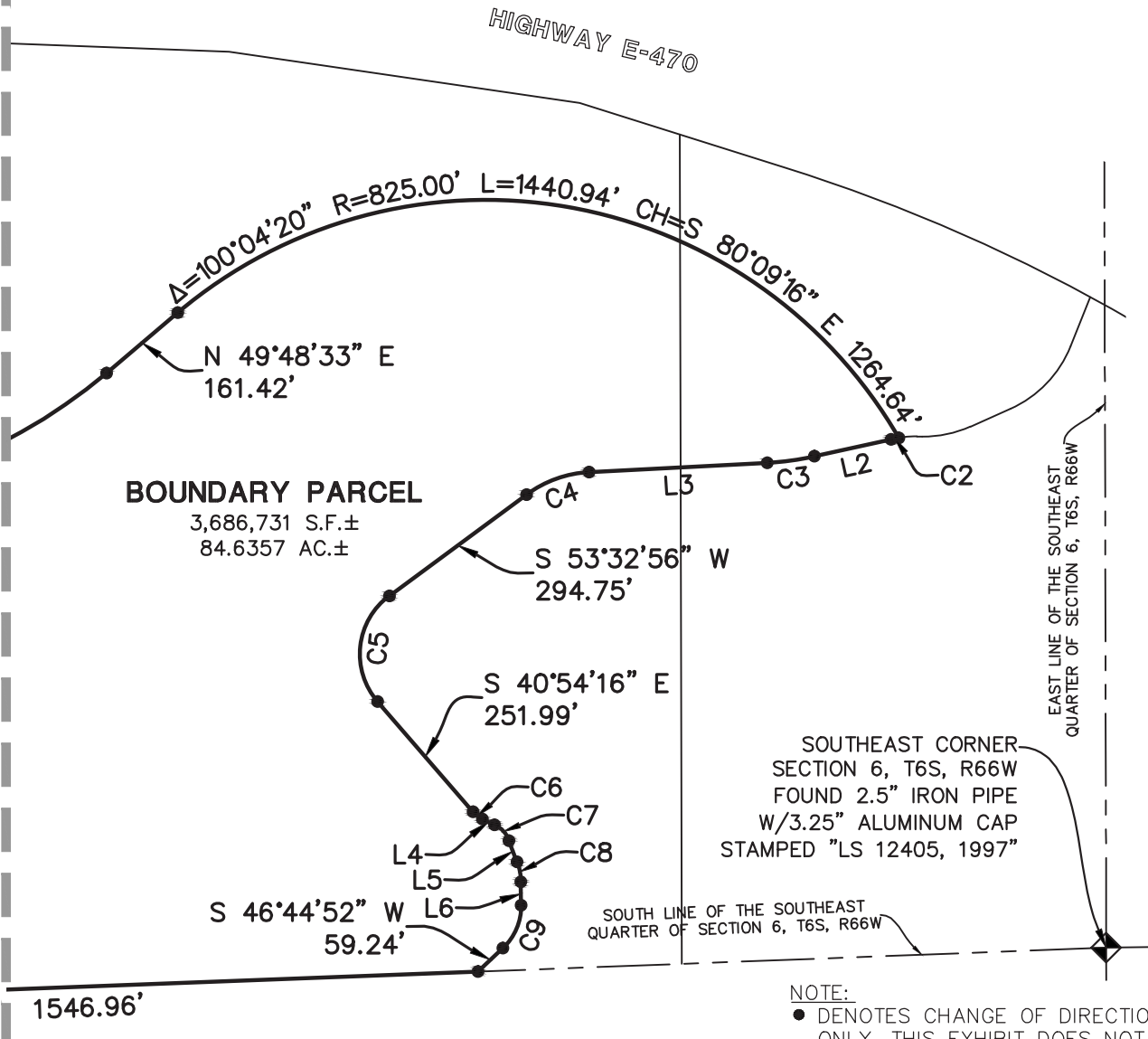
EXHIBIT A

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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BELFORD SOUTH METROPOLITAN DISTRICT	
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO	
DISTRICT FORMATION	
PROJ. MGR.: BJP	SHEET
DRAWN BY: GDP	6 OF 7
DATE: 02/19/16	00C.LCPKC3.06
SCALE: 1" = 300'	

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
 DRAWN BY: GDP
 DATE: 02/19/16
 SCALE: N/A

SHEET

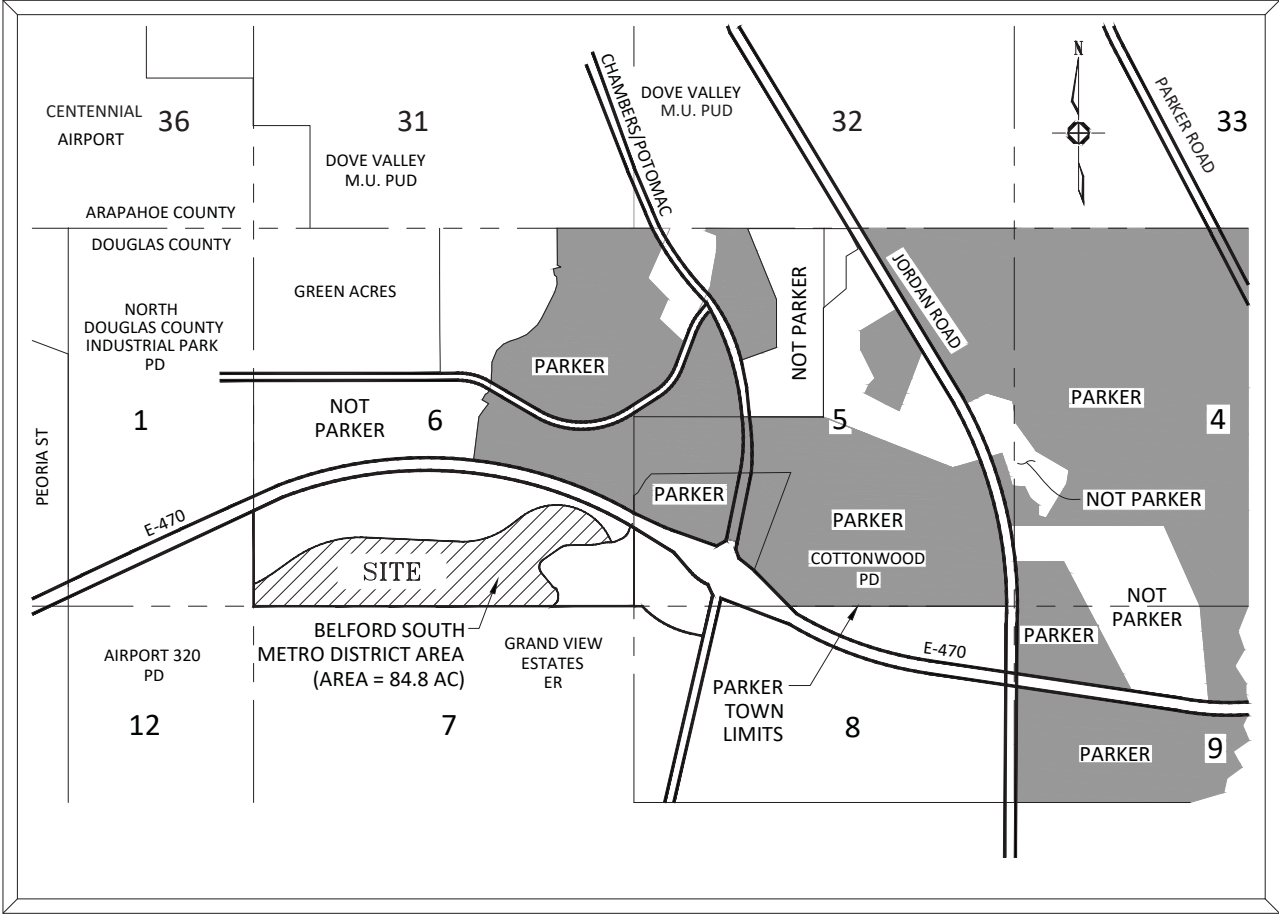
7 OF 7

00C.LCPKC3.06

EXHIBIT B

Parker Vicinity Map

EXHIBIT B
PARKER VICINITY MAP OF
BELFORD SOUTH METROPOLITAN DISTRICT

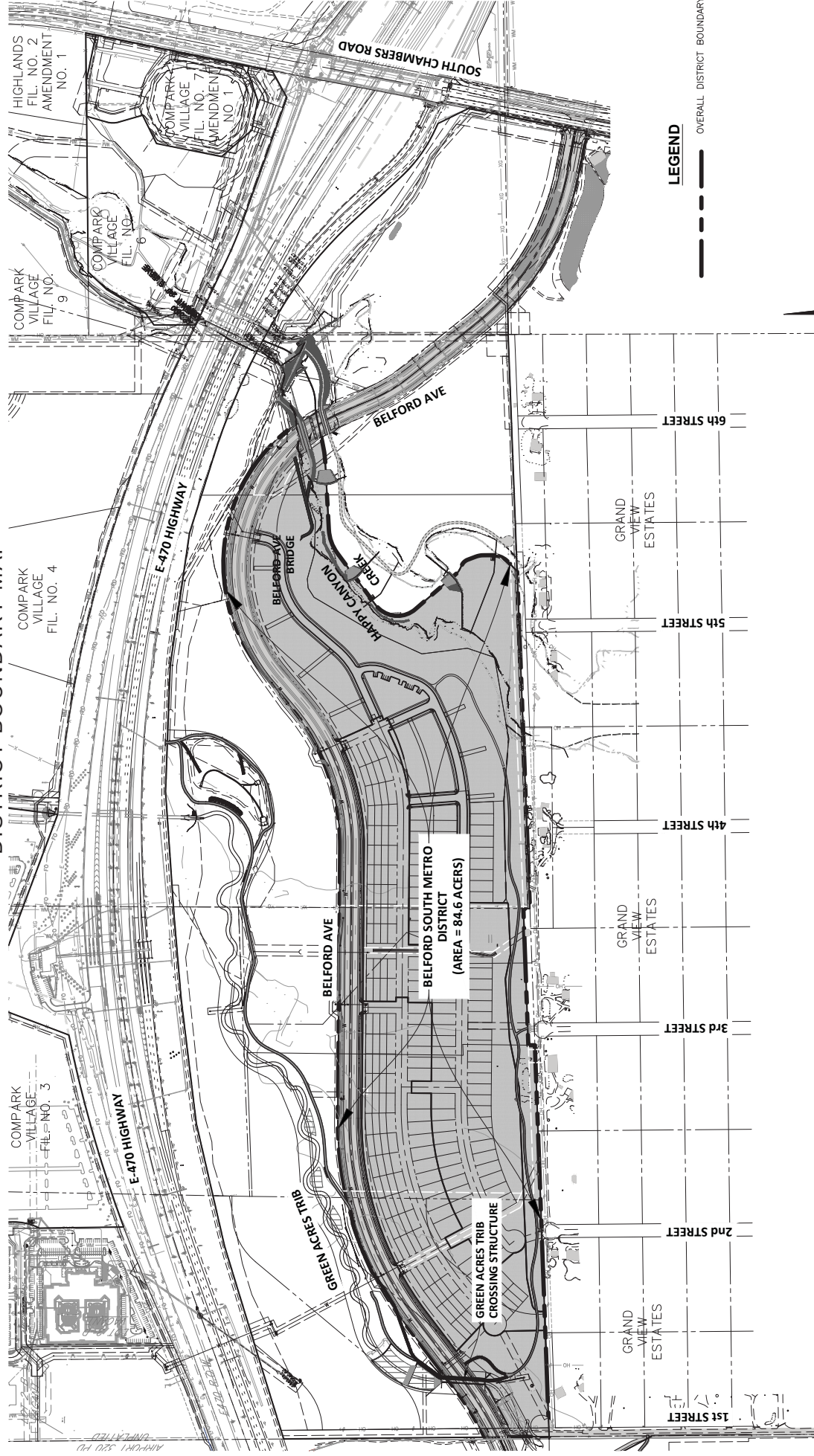


VICINITY MAP
SCALE: NTS

EXHIBIT C-1

Initial District Boundary Map

EXHIBIT C-1 BELFORD SOUTH METROPOLITAN DISTRICT DISTRICT BOUNDARY MAP



LEGEND

--- OVERALL DISTRICT BOUNDARY

EXHIBIT C-2

Chambers Highpoint Property Legal Description

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

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

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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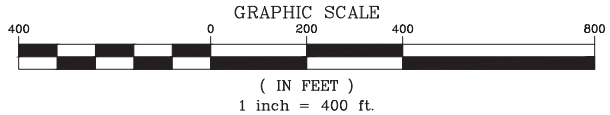
BELFORD NORTH METROPOLITAN DISTRICT
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO

PROJ. MGR.: BJP
DRAWN BY: BJP
DATE: 06/30/17
SCALE: N/A

SHEET
3 OF 5
00C.LCPKC3.06

CHAMBERS HIGH POINT MD NOS. 1 & 2 DISTRICT BOUNDARIES

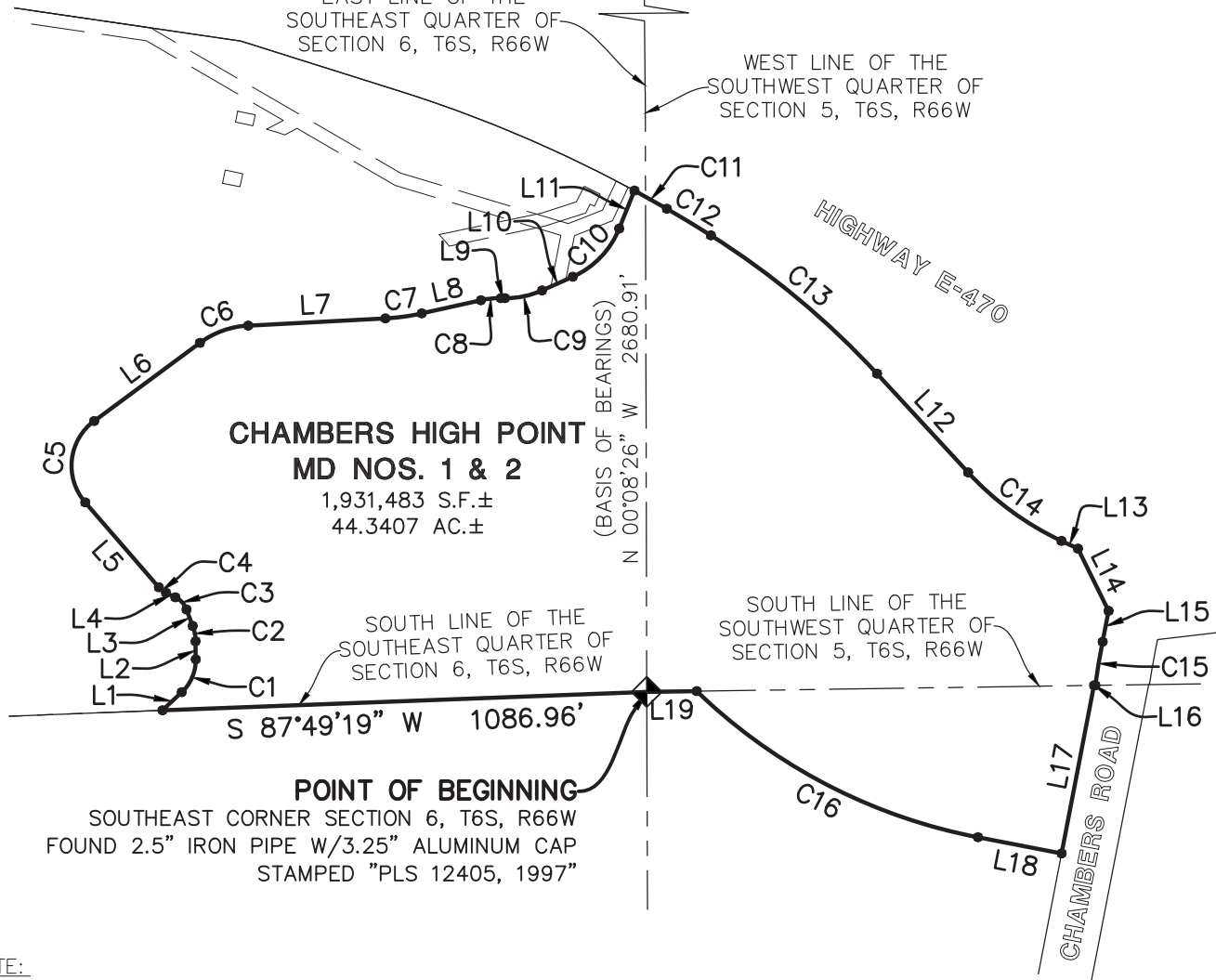
LGID NO. _____



EAST QUARTER CORNER SECTION 6, T6S, R66W
FOUND 1.75" IRON PIPE W/3.25" ALUMINUM CAP
STAMPED "RLS 10377, 1993"

EAST LINE OF THE
SOUTHEAST QUARTER OF
SECTION 6, T6S, R66W

WEST LINE OF THE
SOUTHWEST QUARTER OF
SECTION 5, T6S, R66W



CHAMBERS HIGH POINT

MD NOS. 1 & 2

1,931,483 S.F.±
44.3407 AC.±

POINT OF BEGINNING

SOUTHEAST CORNER SECTION 6, T6S, R66W
FOUND 2.5" IRON PIPE W/3.25" ALUMINUM CAP
STAMPED "PLS 12405, 1997"

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

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 C-3

Proof of Ownership and Consents for all Properties within District

Town of Parker
20120 E. Mainstreet
Parker, CO 80138-7334

Re: **First Amended and Restated Service Plan for Belford North Metropolitan District and Second Amended and Restated Service Plan for Belford South Metropolitan District**

To Whom It May Concern:

470 Compark LLC, a Colorado limited liability company, is the sole owner of the property described in Exhibit A hereto, which constitutes all of the property currently located within the boundaries of the Belford North Metropolitan District and the Belford South Metropolitan District. By way of this letter, 470 Compark LLC hereby consents to the proposed First Amended and Restated Service Plan for Belford North Metropolitan District and the proposed Second Amended and Restated Service Plan for Belford South Metropolitan District.

470 Compark LLC,
a Colorado limited liability company

By: Thomas C. Triplett
Name: Thomas C. Triplett
Title: Manager

State of Kansas)
County of Sedgwick) ss.

The foregoing was acknowledged before me this 29th day of July, 2020, by Thomas C. Triplett, as Manager of 470 Compark LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: March 10, 2021

(SEAL)

Kathryn R. Newsom
Notary Public





ONE REPORT

To: SPENCER FANE LLP

Date Ordered: 07-29-2020

Attn: TOM GEORGE

Order Number 848501

Fax:
Phone: 303-839-3703

Address: VACANT LAND PARKER, CO 00000

County: DOUGLAS

LEGAL DESCRIPTION

SEE DEED FOR FULL LEGAL DESCRIPTION.

OWNERSHIP & ENCUMBRANCES

Certification Date: 07-23-2020

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: SHANON BLANKENSHIP
Land Title
Property Resource Specialist
Email: sblankenship@ltgc.com
Phone: 303-850-4103
Fax:

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:
SPENCER FANE LLP
TOM GEORGE

Reference: VACANT LAND PARKER, CO 00000

Attached are the additional documents you requested:

Doc Type

Recorded

Reception#/BookPage

SHANON BLANKENSHIP

Land Title

Property Resource Specialist

Email: sblankenship@ltgc.com

Phone: 303-850-4103

Fax:

ADD . DOCS 848501



OFFICIAL RECORDS
DOUGLAS COUNTY CO
CAROLE R. MURRAY
CLERK & RECORDER
RECORDING FEE: \$61.00
6 PGS

2005083843
09/02/2005 12:30 PM

2005083843 8 PGS

Please return to:
David Murray, Esq.
Murray Liet + Lippitt
1228 15th Street, #201
Denver, CO 80202

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. 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°41'31" 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 153.34 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°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 THERE TO:

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, 189.31 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 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, 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

Capital Plan and Engineer's Opinion of Probable Cost

MEMO

To: Town of Parker

From: Rick Moore, PE

Date: August 28, 2020

Re: Belford North & Belford South Service Plan

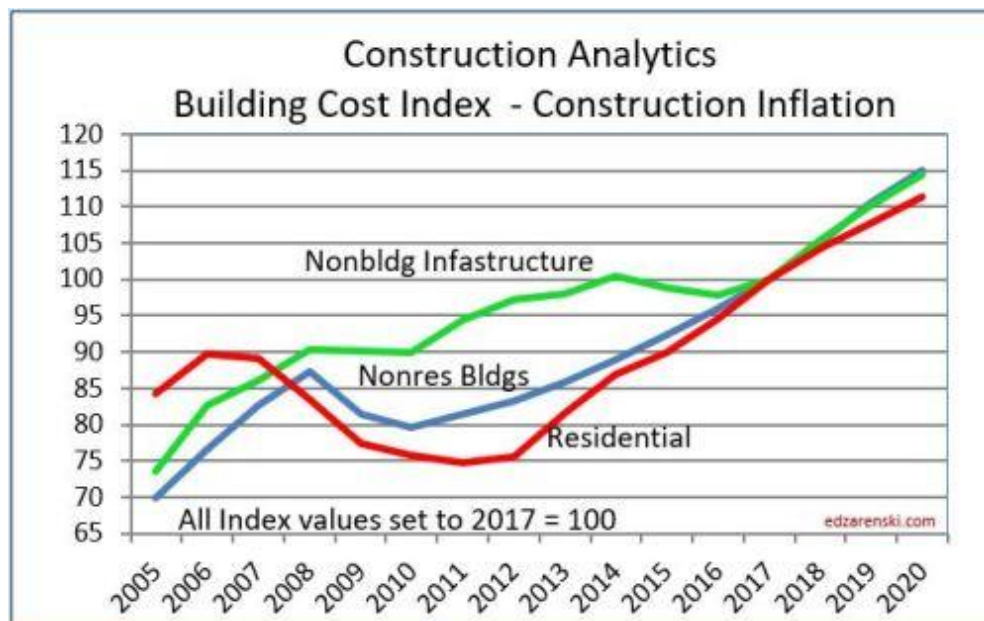
The following table represents the public improvements that are additions to the Belford North & Belford South Metropolitan Districts. These additions to the Service Plan represent the public infrastructure required to service the land uses as identified in the Compark Village Planned Development – Fifth Amendment as recorded on June 6, 2017 under recording number 2017037730.

Original Service Plan Improvements which experienced increase in Scope of Work	
Belford Ave Segment B -Phase 1	Cost increase due to change in scope
Happy Canyon Bridge	Cost increase due to change in scope
Belford Ave – Segment C.2	Cost increase due to change in scope
Town of Parker Green Acres Tributary Improvements (98% EOPC)	Parker/Mile High Flood District Channel Improvement Project
Additional Public Improvements (Not included in Original Service Plan)	
Filing 2 Subdivision	Infrastructure serving 93 SF lots
Filing 2 Amendment #1 Subdivision	Infrastructure serving 99 SF lots
Future Filing 3– Tract G SFD Lots	Infrastructure serving 33 SF lots
Future Filing 3 – Tract G MF (up to 300 units)	Infrastructure serving up to 300 MF units
First Street Improvements (Douglas County)	Street Improvements providing Life /Safety secondary access to Compark
Offsite E470 Water Bore	Infrastructure to provide water looping
Offsite Sanitary Sewer (Compark Filing 8)	Infrastructure to provide sanitary sewer outfall

Please see the Service Plan Cost Comparison spreadsheet attached to this document for details.

An Engineers Opinion of Probable Cost has been prepared for conceptual roadway, drainage, water and sanitary sewer plans as well as concepts for future development on the Compark South property. The EOPC and Construction documents are predicated upon the engineering standards and specifications for each of the respective jurisdictions.

Since the Service Plan was originally completed in 2018, construction costs for material and skilled labor continue to rise per year as shown in the chart below from Construction Analytics.



Non-building infrastructure (Green Line) as publicized in the index for 2017 to be 100 while the 2020 cost index is shown as 115 for an average of 15% increase for costs in the last 3 years nationwide.

Accordingly, the anticipated unit costs as set forth in the original Service Plan have seen an increase of a minimum of 10%-15% for non-building infrastructure.

Service Plan Cost Comparison - Original Service Plan v Amended Service Plan
(Half Section Cordillera, Phased Compark to Chambers)

A.	Original Service Plan Improvements - Current Costs v. Prior Costs	Current Service Plan Cost	Old Service Plan Cost	Cost Difference	Percent Change	Notes:
1	Belford Ave - Segment A (Peoria Street to Town of Parker Limit, +/- 3,133 L.F.) - Phase 1	\$3,914,897	\$4,136,349	-\$221,452	-5.35%	
2	Belford Ave - Segment B (Town of Parker Limit to Third Residential Entrance, +/- 3,418 L.F.) - Phase 2	\$2,200,875	\$1,920,822	\$280,053	14.58%	Cost increase due to 2020 contractor bid prices.
3	Belford Ave - Segment C.1 (Third Residential Entrance to Happy Canyon Bridge, +/- 1,580 L.F.) - Phase 1	\$1,617,353	\$1,685,350	-\$67,997	-4.03%	
4	Happy Canyon Creek Improvements	\$1,651,024	\$1,559,844	\$91,180	5.85%	Cost increase due to 2020 contractor bid prices.
5	Belford Ave - Segment C.1 (Third Residential Entrance to Happy Canyon Bridge, +/- 1,580 L.F.) - Phase 2	\$1,038,023	\$893,743	\$144,280	16.14%	Cost increase due to 2020 contractor bid prices.
6	Green Acres Tributary	\$5,124,214	\$4,284,113	\$840,101	19.61%	Cost increase due to 2020 contractor bid prices.
7	Water Improvements Filing 1	\$1,471,232	\$1,137,505	\$333,727	29.34%	Cost increase due to 2020 contractor bid prices.
8	Sanitary Improvements Filing 1	\$1,099,654	\$713,770	\$385,884	54.06%	Cost increase due to 2020 contractor bid prices.
9	Landscape Improvements	\$3,877,149	\$3,048,771	\$828,378	27.17%	Cost increase due to 2020 contractor bid prices.
	SUBTOTAL	\$21,994,421	\$19,380,267	\$2,614,154	13.49%	
B.	Original Service Plan Improvements Which Experienced Increases in Scope of Work					
10	Belford Ave - Segment B (Town of Parker Limit to Third Residential Entrance, +/- 3,418 L.F.) - Phase 1	\$5,935,887	\$3,171,493	\$2,764,394		Cost increase due to change in scope: offline detention pond, 1,026 lf of 60" RCP, box base manholes, addition of GAT grading, include arch structure and associated retaining walls.
11	Happy Canyon Creek Bridge	\$2,179,998	\$1,440,558	\$739,440		Cost increase due to change in scope: include 65% of bridge cost to cover entire superstructure and 1/2 deck plus price increase. Original cost accounted for 1/2 of entire bridge.
12	Belford Ave - Segment C.2 (Happy Canyon Bridge to Chambers Road, +/- 1,825 L.F.)	\$2,166,334	\$1,665,870	\$500,464		Cost increase due to additional storm sewer infrastructure (detention/water quality pond) and additional improvements at Chambers/E470 intersection
	SUBTOTAL	\$10,282,219	\$6,277,921	\$4,004,298		
C.	Additional Public Improvements (Not Included in Original Service Plan)					
13	Filing 2 Subdivision	\$4,358,033	\$0	\$4,358,033		
14	Filing 2 Amendment #1 Subdivision	\$3,118,792	\$0	\$3,118,792		
15	Future Filing 3 - Tract G SFD Lots	\$3,059,307	\$0	\$3,059,307		
16	Future Filing 3 - Tract G MF (Up to 300 Units)	\$735,336	\$0	\$735,336		
17	First Street Improvements (Douglas County)	\$531,647	\$0	\$531,647		
18	Offsite E-470 Water Bore	\$728,874	\$0	\$728,874		Cost based upon actual 2020 construction contract.
19	Offsite Sanitary Sewer (Compark Filing No. 8)	\$546,017	\$0	\$546,017		Cost based upon actual completed 2020 construction cost.
	SUBTOTAL	\$13,078,006	\$0	\$13,078,006		

* Changes in costs from original service plan derived from spring 2020 contractor bids.

GRAND TOTAL \$45,354,645 \$25,658,187 \$19,696,458

August 28, 2020

Mr. Tom George
Spencer Fane LLP
1700 Lincoln Street, Suite 200
Denver, CO 80203

**RE: Belford South & Belford North Metropolitan Districts
Engineer's Opinion of Probable Costs Certification Letter**

Dear Tom:

This letter is in regard to the public infrastructure costs associated with the Compark South development. 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, Mile High Flood Control District, and the Stonegate Water and Sanitation District. The prepared opinion of probable cost represents the engineer's 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



Rick Moore, P.E.
For and On Behalf of Manhard Consulting, Ltd.

Cc: Tom Williams, PE, Town of Parker Engineering and Stormwater Division
Andy Klein, Westside Investment
Larry Jacobson/Matt Osborn, Front Range Communities

Belford South Metropolitan District (BSMD) & Belford North Metropolitan District (BNMD)
Engineer's Estimate of Probable Costs

TOTAL COST SUMMARY

Prepared: August 28, 2020

Summary Description	BSMD Subtotal	BNMD Subtotal	Total Item Cost
<u>STREET IMPROVEMENT COSTS:</u>	\$17,981,184	\$7,304,210	\$25,285,394
<u>STORM DRAINAGE IMPROVEMENT COSTS:</u>	\$5,014,932	\$3,940,304	\$8,955,236
<u>SANITARY SEWER IMPROVEMENT COSTS:</u>	\$2,521,575	\$724,095	\$3,245,670
<u>WATER MAIN IMPROVEMENT COSTS:</u>	\$3,023,150	\$968,047	\$3,991,197
<u>PARK AND OPEN SPACE IMPROVEMENT COSTS:</u>	\$2,776,914	\$1,100,236	\$3,877,149
<u>TOTAL</u>	\$31,317,755	\$14,036,891	\$45,354,646

Assumptions:

- 1) Segment A - Phase 2 North lanes across Cordillera Included.
- 2) GAT Landscaping (THK) zeroed out in estimate. This will be included with the GAT number from the Town and MFCD.
- 3) Remaining landscaping prepared by THK was increased by 20% to account for market increase from the original estimate date
- 4) Segment C.2 - North lanes across Chambers Highpoint were not included in estimate.
- 5) Streetscape is included in Street Cost not Landscape Tab.

Compark Village South, Filing No. 1
Cost Split Summary
(Half Section Cordillera, Phased Compark to Chambers)

September 2, 2020

September 2, 2020

Item Number	Item Description	Subtotal	BSMD Responsibility	BNMD Responsibility
			Amount	Amount
STREET & DRAINAGE IMPROVEMENT COSTS				
1	Belford Ave - Segment A (Peoria Street to Town of Parker Limit, +/- 3,133 L.F.) - Phase 1	\$3,914,897	\$2,953,146	\$961,751
2	Belford Ave - Segment B (Town of Parker Limit to Third Residential Entrance, +/- 3,418 L.F.) - Phase 1	\$5,935,887	\$4,124,266	\$1,811,621
3	Belford Ave - Segment B (Town of Parker Limit to Third Residential Entrance, +/- 3,418 L.F.) - Phase 2	\$2,200,875	\$155,148	\$2,045,728
4	Belford Ave - Segment C.1 (Third Residential Entrance to Happy Canyon Bridge, +/- 1,580 L.F.) - Phase 1	\$1,617,353	\$1,256,941	\$360,412
5	Belford Ave - Segment C.1 (Third Residential Entrance to Happy Canyon Bridge, +/- 1,580 L.F.) - Phase 2	\$1,038,023	\$100,436	\$937,587
6	Belford Ave - Segment C.2 (Happy Canyon Bridge to Chambers Road, +/- 1,825 L.F.) - CHP Phase 1	\$2,166,334	\$1,213,147	\$953,187
7	Filing No. 2 Roadway and Drainage Improvements	\$5,312,998	\$5,312,998	\$0
8	Tract G (Filing No. 3) Roadway and Drainage Improvements	\$2,567,380	\$2,567,380	\$0
9	First Street Improvements	\$531,647	\$297,722	\$233,925
Subtotal		\$25,285,394	\$17,981,184	\$7,304,210
GREEN ACRES TRIBUTARY				
10	Green Acres Tributary MHFD (MHFD Estimate)	\$5,124,214	\$2,869,560	\$2,254,654
Subtotal		\$5,124,214	\$2,869,560	\$2,254,654
HAPPY CANYON CREEK				
11	Happy Canyon Creek Bridge - Phase 1 (Superstructure + 1/2 Deck)	\$2,179,998	\$1,220,799	\$959,199
12	Happy Canyon Creek Improvements	\$1,651,024	\$924,573	\$726,450
Subtotal		\$3,831,022	\$2,145,372	\$1,685,649
WATER MAIN IMPROVEMENT COSTS				
13	Filing No. 1 Water Improvements (Including E-470 Bore)	\$2,200,106	\$1,232,059	\$968,047
14	Filing No. 2 Water Improvements	\$1,150,448	\$1,150,448	\$0
15	Tract G (Filing No. 3) Water Improvements	\$640,643	\$640,643	\$0
Subtotal		\$3,991,197	\$3,023,150	\$968,047
SANITARY IMPROVEMENT COSTS				
16	Filing No. 1 Sanitary Improvements	\$1,645,671	\$921,576	\$724,095
17	Filing No. 2 Sanitary Improvements	\$1,013,379	\$1,013,379	\$0
18	Tract G (Filing No. 3) Sewer Improvements	\$586,620	\$586,620	\$0
Subtotal		\$3,245,670	\$2,521,575	\$724,095
Utility Subtotal		\$7,236,867	\$5,544,725	\$1,692,142
PARK AND OPEN SPACE IMPROVEMENT COSTS				
17	Landscape Improvements	\$3,727,071	\$2,626,836	\$1,100,236
18	Fence	\$150,078	\$150,078	\$0
Subtotal		\$3,877,149	\$2,776,914	\$1,100,236
GRAND TOTALS		\$45,354,646	\$31,317,755	\$14,036,891

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 May 2020 and TTG, latest revision dated November 2017

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

September 2, 2020

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	\$2.64	\$71,159	56%	\$39,849	44%	\$31,310
	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	\$2.20	\$22,183	56%	\$12,422	44%	\$9,760
3	Surface Roughening	13	AC	\$110.00	\$1,375	56%	\$770	44%	\$605
4	Vehicle Tracking Control	1	Each	\$3,520.00	\$3,520	56%	\$1,971	44%	\$1,549
5	Concrete Washout Area	1	Each	\$1,045.00	\$1,045	56%	\$585	44%	\$460
6	Stabilized Staging Area	1	Each	\$1,796.85	\$1,797	56%	\$1,006	44%	\$791
7	Portable Toilet Protection	1	Each	\$0.00	\$0	56%	\$0	44%	\$0
8	Debris and Trash Control	50	HR	\$82.50	\$4,125	56%	\$2,310	44%	\$1,815
9	Temporary Sediment Basin	2	Each	\$2,500.00	\$5,000	56%	\$2,800	44%	\$2,200
10	Check Dam	325	L.F.	\$60.50	\$19,663	56%	\$11,011	44%	\$8,652
11	Inlet Protection	4	Each	\$396.00	\$1,584	56%	\$887	44%	\$697
12	Rock Sock	2	Each	\$44.55	\$89	56%	\$50	44%	\$39
13	Sediment Control Log	3,150	L.F.	\$3.30	\$10,395	56%	\$5,821	44%	\$4,574
14	Silt Fence (4,610 L.F. for Temp Access)	10,150	L.F.	\$1.49	\$15,073	56%	\$8,441	44%	\$6,632

SUBTOTAL \$157,006 \$87,924 \$69,083

II. STORM SEWER SYSTEM IMPROVEMENTS**A. Storm Laterals - Belford Ave**

1	Type-R Inlet - 10'	3	Each	\$9,048.98	\$27,147	56%	\$15,202	44%	\$11,945
2	Type-R Inlet - 15'	1	Each	\$10,288.00	\$10,288	56%	\$5,761	44%	\$4,527
3	36" RCP	279	L.F.	\$114.79	\$32,027	56%	\$17,935	44%	\$14,092
4	42" RCP	110	L.F.	\$160.67	\$17,673	56%	\$9,897	44%	\$7,776
5	36" FES w/ Cutoff Wall	2	Each	\$3,257.78	\$6,516	56%	\$3,649	44%	\$2,867

SUBTOTAL \$93,651 \$52,444 \$41,206

B. East Water Quality Pond (Cordillera)

1	Type M Soil Rip Rap (at Overflow Weir)	323	C.Y.	\$83.93	\$27,109	56%	\$15,181	44%	\$11,928
2	Concrete Trickle Channel (4' Wide x 6" Deep)	80	L.F.	\$49.28	\$3,942	56%	\$2,208	44%	\$1,735
3	14' Maintenance Trail (8" Thick Crushed Granite)	85	L.F.	\$18.14	\$1,542	56%	\$864	44%	\$678
4	14' Maintenance Trail (12" Thick Crushed Granite)	23	L.F.	\$27.19	\$625	56%	\$350	44%	\$275
5	Reinforced Concrete Forebay (13' x 18')	1	Each	\$4,580.18	\$4,580	56%	\$2,565	44%	\$2,015
6	Outlet Structure (Structure, Initial Surcharge, Micropool, WQ Plate)	1	Each	\$12,172.25	\$12,172	56%	\$6,816	44%	\$5,356
7	18" RCP	64	L.F.	\$57.72	\$3,694	56%	\$2,069	44%	\$1,625
8	18" FES w/ Cutoff Wall	1	Each	\$1,860.19	\$1,860	56%	\$1,042	44%	\$818
9	Type L Rip-Rap Low Tailwater Basin	8	C.Y.	\$71.94	\$576	56%	\$322	44%	\$253
10	Concrete Emergency Overflow Weir	1	Each	\$6,094.52	\$6,095	56%	\$3,413	44%	\$2,682
11	Detailed Pond Grading	1	Each	\$4,391.94	\$4,392	56%	\$2,459	44%	\$1,932
12	Place 4-inch Thick Topsoil	245	C.Y.	\$5.94	\$1,455	56%	\$815	44%	\$640
13	Temporary Irrigation	0.5	Acres	\$1,732.50	\$866	56%	\$485	44%	\$381

SUBTOTAL \$68,909 \$38,589 \$30,320

C West Water Quality Pond (Cordillera)

1	Type M Soil Rip Rap (at Overflow Weir)	276	C.Y.	\$83.93	\$23,165	56%	\$12,972	44%	\$10,192
2	Concrete Trickle Channel (4' Wide x 6" Deep)	68	L.F.	\$49.28	\$3,351	56%	\$1,877	44%	\$1,474
3	14' Maintenance Trail (8" Thick Crushed Granite)	174	L.F.	\$18.14	\$3,157	56%	\$1,768	44%	\$1,389
4	14' Maintenance Trail (12" Thick Crushed Granite)	14	L.F.	\$27.19	\$381	56%	\$213	44%	\$168
5	Reinforced Concrete Forebay (13' x 16')	1	Each	\$4,580.18	\$4,580	56%	\$2,565	44%	\$2,015
6	Outlet Structure (Structure, Initial Surcharge, Micropool, WQ Plate)	1	Each	\$12,172.25	\$12,172	56%	\$6,816	44%	\$5,356
7	18" RCP	56	L.F.	\$57.72	\$3,232	56%	\$1,810	44%	\$1,422
8	18" FES w/ Cutoff Wall	1	Each	\$1,860.19	\$1,860	56%	\$1,042	44%	\$818
9	Type L Rip-Rap Low Tailwater Basin	8	C.Y.	\$71.94	\$576	56%	\$322	44%	\$253
10	Emergency Overflow Weir	1	Each	\$6,094.52	\$6,095	56%	\$3,413	44%	\$2,682
11	Detailed Pond Grading	1	Each	\$4,391.94	\$4,392	56%	\$2,459	44%	\$1,932
12	Place 4-inch Thick Topsoil	215	C.Y.	\$5.94	\$1,277	56%	\$715	44%	\$562
13	Temporary Irrigation	0.6	Acres	\$1,732.50	\$1,040	56%	\$582	44%	\$457

SUBTOTAL \$65,276 \$36,555 \$28,722

III. STREET IMPROVEMENTS

A. Belford Ave (South Half from Peoria Street - Town of Parker Limit)

1	Subgrade Preparation (2' Behind Back of Curb)	16,701	S.Y.	\$4.09	\$68,340	100%	\$68,340	0%	\$0
2	Asphalt Pavement (7" HMA/17" ABC)	14,440	S.Y.	\$55.44	\$800,554	100%	\$800,554	0%	\$0
3	6" Vertical Curb & Gutter	3,134	L.F.	\$15.34	\$48,061	100%	\$48,061	0%	\$0
4	4' Shoulder (8' Class 6 Road Base)	1,388	S.Y.	\$11.65	\$16,176	100%	\$16,176	0%	\$0
5	Delineator Posts @ 200' O.C.	16	Each	\$90.52	\$1,448	100%	\$1,448	0%	\$0
6	Signage	2	Each	\$779.35	\$1,559	100%	\$1,559	0%	\$0
7	Striping 8" White	2,415	L.F.	\$0.60	\$1,448	100%	\$1,448	0%	\$0
8	Skip Striping 4" White	493	L.F.	\$0.60	\$296	100%	\$296	0%	\$0
9	Striping 4" White	3,878	L.F.	\$0.60	\$2,325	100%	\$2,325	0%	\$0
10	Striping 4" Single Yellow	1,461	L.F.	\$0.60	\$876	100%	\$876	0%	\$0
11	Striping 4" Double Yellow	2,395	L.F.	\$0.60	\$1,436	100%	\$1,436	0%	\$0
12	8" Wide Yellow Cross Hatching @ 25'	1,002	S.Y.	\$0.60	\$601	100%	\$601	0%	\$0
13	8" Wide White Cross Hatching @ 25'	103	S.Y.	\$0.60	\$62	100%	\$62	0%	\$0
14	Collector Trench Drain	3,205	L.F.	\$18.28	\$58,603	100%	\$58,603	0%	\$0
15	Cleanouts	12	Each	\$419.88	\$5,039	100%	\$5,039	0%	\$0

SUBTOTAL \$1,006,821 \$1,006,821 \$0

C. Peoria Street Intersection

1	Clearing & Grubbing	1	L.S.	\$5,995.00	\$5,995	56%	\$3,357	44%	\$2,637.80
2	Removal of Barricade	1	Each	\$599.50	\$600	56%	\$336	44%	\$263.78
3	Removal of Pavement Marking	2904	S.F.	\$2.40	\$6,964	56%	\$3,900	44%	\$3,064.07
4	Removal of Sign Panel	3	Each	\$83.93	\$252	56%	\$141	44%	\$110.79
5	Removal of Ground Sign	3	Each	\$107.91	\$324	56%	\$181	44%	\$142.44
6	Removal of Traffic Signal Equipment	1	L.S.	\$9,592.00	\$9,592	56%	\$5,372	44%	\$4,220.48
7	Removal of Fence	710	L.F.	\$9.59	\$6,810	56%	\$3,814	44%	\$2,996.54
8	Removal of Curb & Gutter	1349	L.F.	\$11.99	\$16,175	56%	\$9,058	44%	\$7,116.78
9	Removal of Concrete Pavement	709	S.Y.	\$19.18	\$13,601	56%	\$7,617	44%	\$5,984.64
10	Removal of Light Standard	5	Each	\$479.60	\$2,398	56%	\$1,343	44%	\$1,055.12
11	Removal of Light Standard Foundation	5	Each	\$659.45	\$3,297	56%	\$1,846	44%	\$1,450.79
12	Removal of Pull Box	5	Each	\$299.75	\$1,499	56%	\$839	44%	\$659.45
13	Removal of Inlet	1	Each	\$1,199.00	\$1,199	56%	\$671	44%	\$527.56
14	Embankment Material (Complete-In-Place)	6324	C.Y.	\$4.80	\$30,330	56%	\$16,985	44%	\$13,345.16
15	Over excavation (Complete-In-Place)	5374	C.Y.	\$3.11	\$16,688	56%	\$9,346	44%	\$7,342.93
16	Potholing	24	HR	\$299.75	\$7,194	56%	\$4,029	44%	\$3,165.36
17	Stockpile Topsoil	1192	C.Y.	\$3.11	\$3,702	56%	\$2,073	44%	\$1,628.73
18	Topsoil	491	C.Y.	\$6.00	\$2,944	56%	\$1,648	44%	\$1,295.16
19	Reset Sign Panel	3	Each	\$239.80	\$719	56%	\$403	44%	\$316.54
20	Reset Pull Box	2	Each	\$1,079.10	\$2,158	56%	\$1,209	44%	\$949.61
21	Modify Manhole	4	Each	\$899.25	\$3,597	56%	\$2,014	44%	\$1,582.68
22	Adjust Valve Box	4	Each	\$299.75	\$1,199	56%	\$671	44%	\$527.56
23	Reset Traffic Signal Equipment	1	L.S.	\$8,992.50	\$8,993	56%	\$5,036	44%	\$3,956.70
24	Aggregate Base Course (Class 6)	1570	C.Y.	\$47.96	\$75,297	56%	\$42,166	44%	\$33,130.77
25	Hot Mix Asphalt (Grading S)(75)(PG 64-22)	460	Ton	\$89.93	\$41,366	56%	\$23,165	44%	\$18,200.82
26	Hot Mix Asphalt (Grading SX)(75)(PG 64-22)	230	Ton	\$113.91	\$26,198	56%	\$14,671	44%	\$11,527.19
27	Emulsified Asphalt (Slow-Setting)	417	Gal	\$4.80	\$2,000	56%	\$1,120	44%	\$879.97
28	Concrete Pavement (9 inch)	4687	S.Y.	\$59.95	\$280,986	56%	\$157,352	44%	\$123,633.69
29	Grouted Riprap (12 Inch)	50	C.Y.	\$179.85	\$8,993	56%	\$5,036	44%	\$3,956.70
30	Inlet Type R L 5 (5 Foot)	1	Each	\$6,594.50	\$6,595	56%	\$3,693	44%	\$2,901.58
31	Trench Drain (Perforated)	555	L.F.	\$18.89	\$10,482	56%	\$5,870	44%	\$4,612.21
32	Concrete Sidewalk (6 Inch)	191	S.Y.	\$47.96	\$9,160	56%	\$5,130	44%	\$4,030.56
33	Concrete Curb Ramp	40	S.Y.	\$179.85	\$7,194	56%	\$4,029	44%	\$3,165.36
34	High Speed Mountable Curb & Gutter	352	L.F.	\$19.18	\$6,753	56%	\$3,782	44%	\$2,971.22
35	Vertical Curb & Gutter	252	L.F.	\$16.49	\$4,155	56%	\$2,327	44%	\$1,828.00
36	Median Curb & Gutter	216	L.F.	\$16.49	\$3,561	56%	\$1,994	44%	\$1,566.85
37	Median Cover Material (4 Inch Patterned Concrete)	645	S.F.	\$23.98	\$15,467	56%	\$8,662	44%	\$6,805.52
38	Delineator (Type I)	6	Each	\$29.98	\$180	56%	\$101	44%	\$79.13
39	Common Trench	50	L.F.	\$11.99	\$600	56%	\$336	44%	\$263.78
40	Common Bore	295	L.F.	\$17.99	\$5,306	56%	\$2,971	44%	\$2,334.45
41	PVC Conduit 2" (Within Common Bore or Trench)	435	L.F.	\$4.80	\$2,086	56%	\$1,168	44%	\$917.95
42	PVC Conduit 3" (Within Common Bore or Trench)	1040	L.F.	\$4.95	\$5,148	56%	\$2,883	44%	\$2,265.12
43	Pull Box (Type I)	1	Each	\$1,079.10	\$1,079	56%	\$604	44%	\$474.80
44	Pull Box (Type II)	4	Each	\$959.20	\$3,837	56%	\$2,149	44%	\$1,688.19
45	Sign Panel (Class I)	123	S.F.	\$26.38	\$3,244	56%	\$1,817	44%	\$1,427.58
46	Sign Panel (Class II)	58	S.F.	\$35.97	\$2,086	56%	\$1,168	44%	\$917.95
47	Steel Sign Post (2x2 Inch Tubing)	123	L.F.	\$21.58	\$2,655	56%	\$1,487	44%	\$1,168.02
48	Traffic Signal Light Pole, 50' Mast Arm	1	Each	\$34,771.00	\$34,771	56%	\$19,472	44%	\$15,299.24
49	Traffic Signal Light Pole, 60' Mast Arm	2	Each	\$41,965.00	\$83,930	56%	\$47,001	44%	\$36,929.20
50	Traffic Signal Light Pole, 65' Mast Arm	1	Each	\$45,562.00	\$45,562	56%	\$25,515	44%	\$20,047.28
51	Traffic Signal Head, 3-Section, 12" Lenses	10	Each	\$1,079.10	\$10,791	56%	\$6,043	44%	\$4,748.04
52	Traffic Signal Head, 3-Section, 12" Lenses "Arrow"	11	Each	\$1,079.10	\$11,870	56%	\$6,647	44%	\$5,222.84
53	Pedestrian Head (16-Inch)(Countdown)	2	Each	\$779.35	\$1,559	56%	\$873	44%	\$685.83
54	Pedestrian Push Buttons	2	Each	\$1,079.10	\$2,158	56%	\$1,209	44%	\$949.61
55	Intersection Detection System (Camera)	1	L.S.	\$37,408.80	\$37,409	56%	\$20,949	44%	\$16,459.87
56	Opticom GTT 762 Card	2	Each	\$1,199.00	\$2,398	56%	\$1,343	44%	\$1,055.12
57	Opticom GTT 722 Head	2	Each	\$3,357.20	\$6,714	56%	\$3,760	44%	\$2,954.34
58	Traffic Signal Controller Cabinet Modifications	1	L.S.	\$2,997.50	\$2,998	56%	\$1,679	44%	\$1,318.90
59	Sanitary Facility	1	Each	\$2,398.00	\$2,398	56%	\$1,343	44%	\$1,055.12
60	Pavement Marking Paint (Waterborne)	47	Gal	\$95.92	\$4,508	56%	\$2,525	44%	\$1,983.63
61	Methyl Methacrylate Pavement Marking (Word-Symbol)	290	S.F.	\$35.97	\$10,431	56%	\$5,842	44%	\$4,589.77
62	Methyl Methacrylate Pavement Marking (Xwalk-Stope Line)	736	S.F.	\$35.97	\$26,474	56%	\$14,825	44%	\$11,648.52
63	Traffic Signal (Temporary)	1	L.S.	\$11,990.00	\$11,990	56%	\$6,714	44%	\$5,275.60
64	Construction Traffic Control	1	L.S.	\$29,975.00	\$29,975	56%	\$16,786	44%	\$13,189.00
65	Utility Relocations	1	L.S.	\$179,850.00	\$179,850	56%	\$100,716	44%	\$79,134.00

SUBTOTAL \$1,176,441 \$658,807 \$517,634

IV. STREETScape & IRRIGATION

A. Belford Ave (South Half from Peoria Street - Town of Parker Limit)

1	Street Tree	100	Each	\$1,000.00	\$100,000	100%	\$100,000	0%	\$0.00
2	Sod	45,000	S.F.	\$1.70	\$76,500	100%	\$76,500	0%	\$0.00
3	Irrigation	45,000	S.F.	\$1.15	\$51,750	100%	\$51,750	0%	\$0.00

SUBTOTAL \$228,250 \$228,250 \$0

PUBLIC IMPROVEMENTS SUBTOTAL \$2,796,355 \$2,109,390 \$686,965

DESIGN/PLANNING:

1	Design/Planning @ 10%				\$279,636		\$210,939		\$68,696
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MOBILIZATION:

1	Mobilization @ 5%				\$139,818		\$105,470		\$34,348
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SURVEYING:

1	Surveying @ 3%				\$83,891		\$63,282		\$20,609
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CONSTRUCTION MANAGEMENT / TESTING:

1	Construction Management / Testing @ 12%				\$335,563		\$253,127		\$82,436
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CONTINGENCY:

1	Contingency @ 10%				\$279,636		\$210,939		\$68,696
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SUBTOTAL \$1,118,542 \$843,756 \$274,786

PUBLIC IMPROVEMENTS TOTAL \$3,914,897 \$2,953,146 \$961,751

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 May 2020, and Peoria & Belford Intersection Project Construction Plans Prepared by Felsburg Holt & Ullevig, 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

September 2, 2020

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	\$2.40	\$255,646	56%	\$143,162	44%	\$112,484
	Fill is 134,248 CY; ~14,153 CY excess cut after shrinkage and reuse of strippings								
2	Total Cut (South Berm)	15,576	CY	\$2.16	\$33,644	56%	\$18,841	44%	\$14,803
3	Remove Strippings (Topsoil) (6" Depth)	15,085	CY	\$2.00	\$30,170	56%	\$16,895	44%	\$13,275
4	Remove Strippings (Topsoil) (6" Depth)[South Berm]	8,309	CY	\$2.00	\$16,618	56%	\$9,306	44%	\$7,312
5	GAT Grading for Mile High Flood District	293,025	C.Y.	\$2.16	\$632,934	56%	\$354,443	44%	\$278,491
6	Surface Roughening	19	AC	\$100.00	\$1,870	56%	\$1,047	44%	\$823
7	Vehicle Tracking Control	1	Each	\$3,200.00	\$3,200	56%	\$1,792	44%	\$1,408
8	Concrete Washout Area	1	Each	\$950.00	\$950	56%	\$532	44%	\$418
9	Stabilized Staging Area	1	Each	\$1,633.50	\$1,634	56%	\$915	44%	\$719
10	Portable Toilet Protection	1	Each	\$67.50	\$68	56%	\$38	44%	\$30
11	Debris and Trash Control	50	HR	\$75.00	\$3,750	56%	\$2,100	44%	\$1,650
12	Temporary Sediment Basin	5	Each	\$2,500.00	\$12,500	56%	\$7,000	44%	\$5,500
13	Diversion Ditch	2,700	L.F.	\$0.65	\$1,755	56%	\$983	44%	\$772
14	Check Dam	350	L.F.	\$55.00	\$19,250	56%	\$10,780	44%	\$8,470
15	Inlet Protection	10	Each	\$270.00	\$2,700	56%	\$1,512	44%	\$1,188
16	Rock Sock	5	Each	\$40.50	\$202.5	56%	\$113	44%	\$89
17	Temporary OM4-1 Sign	3	Each	\$223.20	\$669.6	56%	\$375	44%	\$295
18	Sidewalk Transition Protection	6	Each	\$81.00	\$486	56%	\$272	44%	\$214
19	Sediment Control Log	3,400	L.F.	\$2.50	\$8,500	56%	\$4,760	44%	\$3,740
20	Silt Fence	10,430	L.F.	\$1.35	\$14,081	56%	\$7,885	44%	\$6,195
SUBTOTAL					\$1,040,626		\$582,751		\$457,876

II. STORM SEWER SYSTEM IMPROVEMENTS**A. Storm Laterals - Belford Ave**

1	Type-R Inlet - 10'	5	Each	\$8,226.35	\$41,132	56%	\$23,034	44%	\$18,098
2	Type-R Inlet - 15'	4	Each	\$9,352.72	\$37,411	56%	\$20,950	44%	\$16,461
3	Type C Inlet	1	Each	\$3,270.00	\$3,270	56%	\$1,831	44%	\$1,439
4	10' Type D Inlet	2	Each	\$3,832.18	\$7,664	56%	\$4,292	44%	\$3,372
5	15' Type D Inlet	1	Each	\$13,307.00	\$13,307	56%	\$7,452	44%	\$5,855
6	18" RCP	226	L.F.	\$52.47	\$11,859	56%	\$6,641	44%	\$5,218
7	24" RCP	881	L.F.	\$76.77	\$67,633	56%	\$37,875	44%	\$29,759
8	30" RCP	1,034	L.F.	\$104.36	\$107,905	56%	\$60,427	44%	\$47,478
9	36" RCP	639	L.F.	\$104.36	\$66,684	56%	\$37,343	44%	\$29,341
10	42" RCP	457	L.F.	\$146.06	\$66,749	56%	\$37,380	44%	\$29,370
11	48" RCP	378	L.F.	\$215.00	\$81,270	56%	\$45,511	44%	\$35,759
12	60" RCP (Offline Pond)	1,026	L.F.	\$240.00	\$246,240	56%	\$137,894	44%	\$108,346
13	4' Manhole	1	Each	\$3,150.97	\$3,151	56%	\$1,765	44%	\$1,386
14	5' Manhole(Offline Pond)	5	Each	\$6,500.00	\$32,500	56%	\$18,200	44%	\$14,300
15	Box Base Manhole(Offline Pond)	7	Each	\$12,000.00	\$84,000	56%	\$47,040	44%	\$36,960
16	6' Manhole	5	Each	\$6,976.00	\$34,880	56%	\$19,533	44%	\$15,347
17	6' CDS3035-6-C Water Quality Structure	1	Each	\$42,619.00	\$42,619	56%	\$23,867	44%	\$18,752
18	5' Diversion Bypass Manhole	1	Each	\$16,132.00	\$16,132	56%	\$9,034	44%	\$7,098
19	8' Diversion Bypass Manhole	1	Each	\$16,132.00	\$16,132	56%	\$9,034	44%	\$7,098
20	24" FES w/ Cutoff Wall	4	Each	\$2,195.66	\$8,783	56%	\$4,918	44%	\$3,864
21	42" FES w/ Cutoff Wall	1	Each	\$3,052.00	\$3,052	56%	\$1,709	44%	\$1,343
22	Swale (12' Wide)	570	Each	\$1.96	\$1,118	56%	\$626	44%	\$492
23	Swale (17' Wide)	597	Each	\$2.78	\$1,659	56%	\$929	44%	\$730
24	Type L Soil Rip Rap Lining for Swale	1,170	C.Y.	\$65.40	\$76,518	56%	\$42,850	44%	\$33,668
25	Type M Soil Rip Rap Lining for Swale	57	C.Y.	\$76.30	\$4,349	56%	\$2,435	44%	\$1,914
26	Type L Rip Rap at FES	441	C.Y.	\$65.40	\$28,841	56%	\$16,151	44%	\$12,690
27	Offline Water Quality / Detention Pond	1	Each	\$102,179.00	\$102,179	56%	\$57,220	44%	\$44,959
SUBTOTAL					\$1,207,038		\$675,941		\$531,097

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.	\$3.72	\$55,651	100%	\$55,651	0%	\$0
2	Asphalt Pavement (7" HMA/17" ABC)	13,250	S.Y.	\$50.40	\$667,800	100%	\$667,800	0%	\$0
3	6" Vertical Curb & Gutter	3,405	L.F.	\$13.94	\$47,469	100%	\$47,469	0%	\$0
4	4' Shoulder (8" Class 6 Road Base)	1,780	S.Y.	\$10.59	\$18,859	100%	\$18,859	0%	\$0
5	Delineator Posts @ 200' O.C.	16	Each	\$82.30	\$1,317	100%	\$1,317	0%	\$0
6	Striping 8" White	3,400	L.F.	\$0.55	\$1,870	100%	\$1,870	0%	\$0
7	Striping 4" White	3,415	L.F.	\$0.55	\$1,878	100%	\$1,878	0%	\$0
8	Striping 4" Double Yellow	3,410	L.F.	\$0.55	\$1,876	100%	\$1,876	0%	\$0
9	Cross Pan	136	S.Y.	\$60.56	\$8,236	100%	\$8,236	0%	\$0
10	Double Corner Pedestrian Ramp Including Curb Return	6	Each	\$1,705.85	\$10,235	100%	\$10,235	0%	\$0
11	Collector Trench Drain	3,170	L.F.	\$16.62	\$52,693	100%	\$52,693	0%	\$0
12	Cleanouts	10	Each	\$381.71	\$3,817	100%	\$3,817	0%	\$0
13	5' Detached Concrete Sidewalk	16,460	S.F.	\$4.63	\$76,251	100%	\$76,251	0%	\$0
14	Subgrade Preparation for Sidewalk	2,558	S.Y.	\$3.27	\$8,365	100%	\$8,365	0%	\$0
SUBTOTAL					\$956,317		\$956,317		\$0

IV. STREET DRAINAGE (GAT XING)

1	Guard Rail	235	L.F.	\$130.80	\$30,738	56%	\$17,213.28	44%	\$13,524.72
2	Wing walls for ABC	2	Each	\$38,150.00	\$76,300	56%	\$42,728	44%	\$33,572
3	11' x 28' Arch Culvert with Headwalls, Wing walls	1	Each	\$361,880.00	\$361,880	56%	\$202,653	44%	\$159,227
4	Retaining Wall at Green Acres Tributary Sta. 131+50	1,316	V.S.F.	\$31.53	\$41,498	56%	\$23,239	44%	\$18,259
5	Retaining Wall at Belford Ave Culvert (NE)	622	V.S.F.	\$31.53	\$19,614	56%	\$10,984	44%	\$8,630
6	Retaining Wall at Belford Ave Culvert (NW)	421	V.S.F.	\$31.53	\$13,276	56%	\$7,434	44%	\$5,841
7	Retaining Wall at Belford Ave Culvert (SE)	276	V.S.F.	\$31.53	\$8,703	56%	\$4,874	44%	\$3,829
8	Retaining Wall at Belford Ave Culvert (SW)	2,172	V.S.F.	\$31.53	\$68,491	56%	\$38,355	44%	\$30,136
9	Concrete Trail Associated with Arch Structure (6" thick)	3700	SF	\$7.50	\$27,750	56%	\$15,540	44%	\$12,210
10	Concrete Rumble Strip Associated with Arch Structure (6" thick)	600	SF	\$14.50	\$8,700	56%	\$4,872	44%	\$3,828
11	Low Flow Channel w/ reinforce Associated with Arch Structure (6" thick)	3000	SF	\$11.15	\$33,450	56%	\$18,732	44%	\$14,718
12	Dewatering	1	DY	\$2,833.00	\$2,833	56%	\$1,586	44%	\$1,247
13	Stabilization	1	TN	\$46.00	\$46	56%	\$26	44%	\$20
SUBTOTAL					\$693,279		\$388,237		\$305,043

V. STREETScape & IRRIGATION

A. Belford Ave (South Half from Town of Parker Limit to Third Residential Entrance)

1	Street Tree	135	Each	\$1,000.00	\$135,000	100%	\$135,000	0%	\$0.00
2	Sod	44,000	S.F.	\$1.70	\$74,800	100%	\$74,800	0%	\$0.00
3	Shrub	625	Each	\$55.00	\$34,375	100%	\$34,375	0%	\$0.00
4	Ornamental Grass and Perennials	2,264	Each	\$20.00	\$45,280	100%	\$45,280	0%	\$0.00
5	Irrigation	46,264	S.F.	\$1.15	\$53,204	100%	\$53,204	0%	\$0.00

SUBTOTAL \$342,659 \$342,659 \$0

PUBLIC IMPROVEMENTS SUBTOTAL \$4,239,920 \$2,945,904 \$1,294,015

DESIGN/PLANNING:

1	Design/Planning @ 10%				\$423,992		\$294,590		\$129,402
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MOBILIZATION:

1	Mobilization @ 5%				\$211,996		\$147,295		\$64,701
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SURVEYING:

1	Surveying @ 3%				\$127,198		\$88,377		\$38,820
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CONSTRUCTION MANAGEMENT / TESTING:

1	Construction Management / Testing @ 12%				\$508,790		\$353,509		\$155,282
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CONTINGENCY:

1	Contingency @ 10%				\$423,992		\$294,590		\$129,402
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SUBTOTAL \$1,695,968 \$1,178,362 \$517,606

PUBLIC IMPROVEMENTS TOTAL \$5,935,887 \$4,124,266 \$1,811,621

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 May 2020

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

September 2, 2020

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	\$2.00	\$2,760	0%	\$0	100%	\$2,760
2	Vehicle Tracking Control	1	Each	\$3,200.00	\$3,200	0%	\$0	100%	\$3,200
3	Concrete Washout Area	1	Each	\$950.00	\$950	0%	\$0	100%	\$950
4	Stabilized Staging Area	1	Each	\$1,633.50	\$1,634	0%	\$0	100%	\$1,634
5	Portable Toilet Protection	1	Each	\$0.00	\$0	0%	\$0	100%	\$0
6	Debris and Trash Control	50	HR	\$75.00	\$3,750	0%	\$0	100%	\$3,750
7	Check Dam	350	Each	\$55.00	\$19,250	0%	\$0	100%	\$19,250
8	Inlet Protection	8	Each	\$360.00	\$2,880	0%	\$0	100%	\$2,880
9	Sediment Control Log	3,400	L.F.	\$3.00	\$10,200	0%	\$0	100%	\$10,200
10	Silt Fence	3,500	L.F.	\$1.35	\$4,725	0%	\$0	100%	\$4,725
SUBTOTAL					\$49,349		\$0		\$49,349
2500									

II. STORM SEWER SYSTEM IMPROVEMENTS**A. Storm Laterals - Belford Ave**

1	Type-R Inlet - 10'	3	Each	\$8,226.35	\$24,679	0%	\$0	100%	\$24,679
2	Type-R Inlet - 15'	1	Each	\$9,352.72	\$9,353	0%	\$0	100%	\$9,353
SUBTOTAL					\$34,032		\$0		\$34,032

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.	\$3.72	\$61,566	0%	\$0	100%	\$61,566
2	Asphalt Pavement (7" HMA/17" ABC)	16,000	S.Y.	\$50.40	\$806,400	0%	\$0	100%	\$806,400
3	6" Vertical Curb & Gutter	3,430	L.F.	\$13.94	\$47,818	0%	\$0	100%	\$47,818
4	6" Median Curb & Gutter	3,255	L.F.	\$14.99	\$48,784	56%	\$27,319	44%	\$21,465
5	Splash Apron (Median)	360	S.Y.	\$21.80	\$7,848	56%	\$4,395	44%	\$3,453
6	Median Nose (Median)	4	Each	\$360.00	\$1,440	56%	\$806	44%	\$634
7	4" Perforated PVC Underdrain (Median)	2,650	L.F.	\$16.62	\$44,050	56%	\$24,668	44%	\$19,382
8	4" PVC Underdrain (Median)	220	L.F.	\$17.00	\$3,740	56%	\$2,094	44%	\$1,646
9	Underdrain Cleanout (Median)	12	Each	\$381.71	\$4,581	56%	\$2,565	44%	\$2,015
10	Striping 8" White	6,265	L.F.	\$0.55	\$3,446	0%	\$0	100%	\$3,446
11	Skip Striping 4" White	6,150	L.F.	\$0.55	\$3,383	0%	\$0	100%	\$3,383
12	Striping 4" White	3,131	L.F.	\$0.55	\$1,722	0%	\$0	100%	\$1,722
13	Collector Trench Drain	3,030	L.F.	\$16.62	\$50,366	0%	\$0	100%	\$50,366
14	Cleanouts	14	Each	\$381.71	\$5,344	0%	\$0	100%	\$5,344
15	Double Corner Pedestrian Ramp Including Curb Return	6	Each	\$1,705.85	\$10,235	0%	\$0	100%	\$10,235
16	5' Detached Concrete Sidewalk	15,940	S.F.	\$4.63	\$73,842	0%	\$0	100%	\$73,842
17	Subgrade Preparation for Sidewalk	2,480	S.Y.	\$3.27	\$8,110	0%	\$0	100%	\$8,110
SUBTOTAL					\$1,182,674		\$61,848		\$1,120,826

IV. STREETScape & IRRIGATION**A. Belford Ave (North Half from Town of Parker Limit to Third Residential Entrance)**

1	Street Tree	96	Each	\$1,000.00	\$96,000	0%	\$0	100%	\$96,000.00
2	Sod	43,000	S.F.	\$1.70	\$73,100	0%	\$0	100%	\$73,100.00
3	Irrigation	43,000	S.F.	\$1.15	\$49,450	0%	\$0	100%	\$49,450.00
4	Street Tree (Median)	39	Each	\$1,000.00	\$39,000	56%	\$21,840	44%	\$17,160.00
5	Sod (Median)	17,000	S.F.	\$1.70	\$28,900	56%	\$16,184	44%	\$12,716.00
6	Irrigation (Median)	17,000	S.F.	\$1.15	\$19,550	56%	\$10,948	44%	\$8,602.00
SUBTOTAL					\$306,000		\$48,972		\$257,028

PUBLIC IMPROVEMENTS SUBTOTAL **\$1,572,054** **\$110,820** **\$1,461,234**

DESIGN/PLANNING:

1	Design/Planning @ 10%				\$157,205		\$11,082		\$146,123
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MOBILIZATION:

1	Mobilization @ 5%				\$78,603		\$5,541		\$73,062
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SURVEYING:

1	Surveying @ 3%				\$47,162		\$3,325		\$43,837
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CONSTRUCTION MANAGEMENT / TESTING:

1	Construction Management / Testing @12%				\$188,646		\$13,298		\$175,348
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CONTINGENCY:

1	Contingency @ 10%				\$157,205		\$11,082		\$146,123
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SUBTOTAL **\$628,822** **\$44,328** **\$584,494**

PUBLIC IMPROVEMENTS TOTAL **\$2,200,875** **\$155,148** **\$2,045,728**

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 May 2020
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

September 2, 2020

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.	\$2.64	\$212,890	56%	\$119,218	44%	\$93,671
	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.	\$2.20	\$13,310	56%	\$7,454	44%	\$5,856
3	Surface Roughening	8	AC	\$110.00	\$825	56%	\$462	44%	\$363
4	Vehicle Tracking Control	1	Each	\$3,520.00	\$3,520	56%	\$1,971	44%	\$1,549
5	Concrete Washout Area	1	Each	\$1,045.00	\$1,045	56%	\$585	44%	\$460
6	Stabilized Staging Area	1	Each	\$1,796.85	\$1,797	56%	\$1,006	44%	\$791
7	Portable Toilet Protection	1	Each	\$74.25	\$74	56%	\$42	44%	\$33
8	Debris and Trash Control	50	HR	\$82.50	\$4,125	56%	\$2,310	44%	\$1,815
9	Temporary Sediment Basin	1	Each	\$2,500.00	\$2,500	56%	\$1,400	44%	\$1,100
10	Check Dam	460	L.F.	\$60.50	\$27,830	56%	\$15,585	44%	\$12,245
11	Inlet Protection	2	Each	\$297.00	\$594	56%	\$333	44%	\$261
12	Temporary OM4-1 Sign	1	Each	\$245.52	\$246	56%	\$137	44%	\$108
13	Sidewalk Transition Protection	2	Each	\$89.10	\$178	56%	\$100	44%	\$78
14	Sediment Control Log	1,600	L.F.	\$2.75	\$4,400	56%	\$2,464	44%	\$1,936
15	Silt Fence	3,340	L.F.	\$1.49	\$4,959.90	56%	\$2,778	44%	\$2,182
SUBTOTAL					\$278,293.32		\$155,844		\$122,449

II. STORM SEWER SYSTEM IMPROVEMENTS**A. Storm Laterals - Belford Ave**

1	Type-R Inlet - 10'	4	Each	\$5,709.52	\$22,838	56%	\$12,789	44%	\$10,049
2	Type-D Inlet - (Modified 10' Type R Inlet)	2	Each	\$5,709.52	\$11,419	56%	\$6,395	44%	\$5,024
3	Type-R Inlet - 15'	1	Each	\$6,314.89	\$6,315	56%	\$3,536	44%	\$2,779
4	18" RCP	735	L.F.	\$57.19	\$42,036	56%	\$23,540	44%	\$18,496
5	24" RCP	143	L.F.	\$77.70	\$11,110	56%	\$6,222	44%	\$4,889
6	36" RCP	83	L.F.	\$148.92	\$12,360	56%	\$6,922	44%	\$5,438
7	4' Manhole	1	Each	\$3,466.07	\$3,466	56%	\$1,941	44%	\$1,525
8	5' Manhole	1	Each	\$3,810.30	\$3,810	56%	\$2,134	44%	\$1,677
9	6' Manhole	1	Each	\$4,154.54	\$4,155	56%	\$2,327	44%	\$1,828
10	Box Base Manhole	1	Each	\$9,970.88	\$9,971	56%	\$5,584	44%	\$4,387
SUBTOTAL					\$127,481		\$71,389		\$56,091

B. Detention Pond - East Belford

1	Outlet Structure	1	Each	\$88,000.00	\$88,000	56%	\$49,280	44%	\$38,720
2	Concrete Trickle Channel (4' Wide x 6" Deep)	131	L.F.	\$89.57	\$11,733	56%	\$6,571	44%	\$5,163
3	Reinforced Concrete Forebay	2	Each	\$15,359.91	\$30,720	56%	\$17,203	44%	\$13,517
4	10' Wide Gravel Maintenance Trail (8" Crushed Gravel)	174	L.F.	\$31.30	\$5,445	56%	\$3,049	44%	\$2,396
5	Concrete Emergency Overflow Weir	1	Each	\$9,455.07	\$9,455	56%	\$5,295	44%	\$4,160
6	Retaining Walls	1,745	V.S.F.	\$18.35	\$32,017	56%	\$17,930	44%	\$14,088
7	Place 4" Thick Topsoil Over Entire Pond Area	8	C.Y.	\$6.48	\$52	56%	\$29	44%	\$23
8	Temporary Irrigation	1.0	AC	\$1,888.43	\$1,888	56%	\$1,058	44%	\$831
SUBTOTAL					\$179,311		\$100,414		\$78,897

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.	\$4.09	\$28,358	100%	\$28,358	0%	\$0
2	Asphalt Pavement (7" HMA/17" ABC)	6,040	S.Y.	\$51.80	\$312,853	100%	\$312,853	0%	\$0
3	6" Vertical Curb & Gutter	1,510	L.F.	\$16.19	\$24,442	100%	\$24,442	0%	\$0
4	4' Shoulder (8" Class 6 Road Base)	705	S.Y.	\$9.71	\$6,847	100%	\$6,847	0%	\$0
5	Delineator Posts @ 200' O.C.	8	Each	\$130.57	\$1,045	100%	\$1,045	0%	\$0
6	Striping 8" White	1,575	L.F.	\$2.59	\$4,079	100%	\$4,079	0%	\$0
7	Striping 4" White	1,530	L.F.	\$1.29	\$1,981	100%	\$1,981	0%	\$0
8	Striping 4" Double Yellow	1,555	L.F.	\$2.59	\$4,027	100%	\$4,027	0%	\$0
9	Cross Pan	136	S.Y.	\$88.49	\$12,034	100%	\$12,034	0%	\$0
10	Double Corner Pedestrian Ramp Including Curb Return	2	Each	\$1,887.35	\$3,775	100%	\$3,775	0%	\$0
9	Collector Trench Drain	1,510	L.F.	\$17.05	\$25,745	100%	\$25,745	0%	\$0
10	Cleanouts	7	Each	\$291.36	\$2,039	100%	\$2,039	0%	\$0
11	5' Detached Concrete Sidewalk	7,300	S.F.	\$5.10	\$37,260	100%	\$37,260	0%	\$0
12	Subgrade Preparation for Sidewalk	1,140	S.Y.	\$1.61	\$1,833	100%	\$1,833	0%	\$0
SUBTOTAL					\$466,317		\$466,317		\$0

V. STREETScape & IRRIGATION**A. Belford Ave (South Half from Third Residential Entrance to Happy Canyon Bridge)**

1	Street Tree	44	Each	\$1,000.00	\$44,000	100%	\$44,000	0%	\$0.00
2	Sod	21,000	S.F.	\$1.70	\$35,700	100%	\$35,700	0%	\$0.00
3	Irrigation	21,000	S.F.	\$1.15	\$24,150	100%	\$24,150	0%	\$0.00

SUBTOTAL \$103,850 \$103,850 \$0

PUBLIC IMPROVEMENTS SUBTOTAL **\$1,155,252** **\$897,815** **\$257,437**

DESIGN/PLANNING:

1	Design/Planning @ 10%				\$115,525		\$89,781		\$25,744
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MOBILIZATION:

1	Mobilization @ 5%				\$57,763		\$44,891		\$12,872
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SURVEYING:

1	Surveying @ 3%				\$34,658		\$26,934		\$7,723
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CONSTRUCTION MANAGEMENT / TESTING:

1	Construction Management / Testing @12%				\$138,630		\$107,738		\$30,892
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CONTINGENCY:

1	Contingency @ 10%				\$115,525		\$89,781		\$25,744
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SUBTOTAL **\$462,101** **\$359,126** **\$102,975**

PUBLIC IMPROVEMENTS TOTAL **\$1,617,353** **\$1,256,941** **\$360,412**

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 May 2020

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

September 2, 2020

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	\$2.00	\$1,260	0%	\$0	100%	\$1,260
2	Vehicle Tracking Control	1	Each	\$1,500.00	\$1,500	0%	\$0	100%	\$1,500
3	Concrete Washout Area	1	Each	\$950.00	\$950	0%	\$0	100%	\$950
4	Stabilized Staging Area	1	Each	\$1,633.50	\$1,634	0%	\$0	100%	\$1,634
5	Portable Toilet Protection	1	Each	\$0.00	\$0	0%	\$0	100%	\$0
6	Debris and Trash Control	50	HR	\$75.00	\$3,750	0%	\$0	100%	\$3,750
7	Check Dam	125	Each	\$30.00	\$3,750	0%	\$0	100%	\$3,750
8	Inlet Protection	2	Each	\$360.00	\$720	0%	\$0	100%	\$720
9	Sediment Control Log	1,550	L.F.	\$3.00	\$4,650	0%	\$0	100%	\$4,650
10	Silt Fence	1,700	L.F.	\$1.35	\$2,295	0%	\$0	100%	\$2,295

SUBTOTAL \$20,509 \$0 \$20,509

II. STORM SEWER SYSTEM IMPROVEMENTS**A. Storm Laterals - Belford Ave**

1	Type-R Inlet - 10'	2	Each	\$8,226.35	\$16,453	0%	\$0	100%	\$16,453
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SUBTOTAL \$16,453 \$0 \$16,453

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.	\$3.72	\$27,974	0%	\$0	100%	\$27,974
2	Asphalt Pavement (7" HMA/17" ABC)	6,690	S.Y.	\$50.40	\$337,176	0%	\$0	100%	\$337,176
3	6" Vertical Curb & Gutter	1,650	L.F.	\$13.94	\$23,003	0%	\$0	100%	\$23,003
4	6" Median Curb & Gutter	2,005	L.F.	\$14.99	\$30,050	56%	\$16,828	44%	\$13,222
5	Splash Apron (Median)	222	S.Y.	\$21.80	\$4,840	56%	\$2,710	44%	\$2,129
6	Median Nose (Median)	2	Each	\$360.00	\$720	56%	\$403	44%	\$317
7	4" Perforated PVC Underdrain (Median)	1,830	L.F.	\$16.62	\$30,419	56%	\$17,035	44%	\$13,384
8	4" PVC Underdrain (Median)	300	L.F.	\$17.00	\$5,100	56%	\$2,856	44%	\$2,244
9	Underdrain Cleanout (Median)	8	Each	\$381.71	\$3,054	56%	\$1,710	44%	\$1,344
10	Striping 8" White	3,170	L.F.	\$0.55	\$1,744	0%	\$0	100%	\$1,744
11	Skip Striping 4" White	3,170	L.F.	\$0.55	\$1,744	0%	\$0	100%	\$1,744
12	Striping 4" White	1,520	L.F.	\$0.55	\$836	0%	\$0	100%	\$836
13	Collector Trench Drain	1,644	L.F.	\$16.62	\$27,323	0%	\$0	100%	\$27,323
14	Cleanouts	9	Each	\$381.71	\$3,435	0%	\$0	100%	\$3,435
15	5' Detached Concrete Sidewalk	8,450	S.F.	\$4.63	\$39,145	0%	\$0	100%	\$39,145
16	Subgrade Preparation for Sidewalk	1,314	S.Y.	\$3.27	\$4,297	0%	\$0	100%	\$4,297

SUBTOTAL \$540,859 \$41,542 \$499,317

A. Belford Ave (North Half from Third Residential Entrance to Happy Canyon Bridge)

1	Street Tree	47	Each	\$1,000.00	\$47,000	0%	\$0	100%	\$47,000.00
2	Sod	22,000	S.F.	\$1.70	\$37,400	0%	\$0	100%	\$37,400.00
3	Irrigation	22,000	S.F.	\$1.15	\$25,300	0%	\$0	100%	\$25,300.00
4	Street Tree (Median)	24	Each	\$1,000.00	\$24,000	56%	\$13,440	44%	\$10,560.00
5	Sod (Median)	10,500	S.F.	\$1.70	\$17,850	56%	\$9,996	44%	\$7,854.00
6	Irrigation (Median)	10,500	S.F.	\$1.15	\$12,075	56%	\$6,762	44%	\$5,313.00

SUBTOTAL \$163,625 \$30,198 \$133,427

PUBLIC IMPROVEMENTS SUBTOTAL \$741,445 \$71,740 \$669,705

DESIGN/PLANNING:

1	Design/Planning @ 10%				\$74,144		\$7,174		\$66,970
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MOBILIZATION:

1	Mobilization @ 5%				\$37,072		\$3,587		\$33,485
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SURVEYING:

1	Surveying @ 3%				\$22,243		\$2,152		\$20,091
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CONSTRUCTION MANAGEMENT / TESTING:

1	Construction Management / Testing @12%				\$88,973		\$8,609		\$80,365
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CONTINGENCY:

1	Contingency @ 10%				\$74,144		\$7,174		\$66,970
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SUBTOTAL \$296,578 \$28,696 \$267,882

PUBLIC IMPROVEMENTS TOTAL \$1,038,023 \$100,436 \$937,587

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 May 2020

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 Phase 1 (Happy Canyon Bridge to Chambers Road)
Roadway and Drainage Quantity Estimates

September 2, 2020

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	\$2.40	\$27,922	56%	\$15,636	44%	\$12,286
	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	\$2.00	\$9,518	56%	\$5,330	44%	\$4,188
3	Surface Roughening	6	AC	\$100.00	\$590	56%	\$330	44%	\$260
4	Vehicle Tracking Control	1	Each	\$3,200.00	\$3,200	56%	\$1,792	44%	\$1,408
5	Concrete Washout Area	1	Each	\$950.00	\$950	56%	\$532	44%	\$418
6	Stabilized Staging Area	1	Each	\$1,633.50	\$1,634	56%	\$915	44%	\$719
7	Portable Toilet Protection	1	Each	\$67.50	\$68	56%	\$38	44%	\$30
8	Debris and Trash Control	50	HR	\$75.00	\$3,750	56%	\$2,100	44%	\$1,650
9	Temporary Sediment Basin	2	Each	\$2,500.00	\$5,000	56%	\$2,800	44%	\$2,200
10	Inlet Protection	2	Each	\$270.00	\$540	56%	\$302	44%	\$238
11	Sediment Control Log	3,650	L.F.	\$2.50	\$9,125	56%	\$5,110	44%	\$4,015
12	Silt Fence	3,650	L.F.	\$1.35	\$4,928	56%	\$2,759	44%	\$2,168
SUBTOTAL					\$67,223		\$37,645		\$29,578

II. STORM SEWER SYSTEM IMPROVEMENTS**A. Storm Laterals - Belford Ave**

1	Type-R Inlet - 15'	2	Each	\$5,740.81	\$11,482	56%	\$6,430	44%	\$5,052
2	18" RCP	80	L.F.	\$51.99	\$4,159	56%	\$2,329	44%	\$1,830
3	24" RCP	250	L.F.	\$70.63	\$17,658	56%	\$9,888	44%	\$7,770
4	7" Manhole	1	Each	\$4,089.79	\$4,090	56%	\$2,290	44%	\$1,800
5	Type M Rip Rap	200	C.Y.	\$75.54	\$15,107	56%	\$8,460	44%	\$6,647
6	Detention Ponds (2-3 ac-ft)	2	Each	\$109,000.00	\$218,000	56%	\$122,080	44%	\$95,920
SUBTOTAL					\$270,496		\$151,478		\$119,018

III. STREET IMPROVEMENTS**A. Belford Ave (Happy Canyon Bridge to S. Chambers Rd.)**

1	Subgrade Preparation (2' Behind Back of Curb)	3,425	S.Y.	\$1.46	\$5,006	56%	\$2,804	44%	\$2,203
2	Asphalt Pavement (7" HMA/17" ABC)	7,045	S.Y.	\$47.09	\$331,735	56%	\$185,772	44%	\$145,963
3	6" Vertical Curb & Gutter	1,825	L.F.	\$14.72	\$26,855	56%	\$15,039	44%	\$11,816
4	Striping 8" White	1,815	L.F.	\$2.35	\$4,273	56%	\$2,393	44%	\$1,880
5	Striping 4" White	1,815	L.F.	\$1.18	\$2,137	56%	\$1,197	44%	\$940
6	Skip Striping 4" White	1,815	L.F.	\$0.39	\$712	56%	\$399	44%	\$313
7	Collector Trench Drain	1,810	L.F.	\$15.50	\$28,055	56%	\$15,711	44%	\$12,344
8	Cleanouts	8	Each	\$264.87	\$2,119	56%	\$1,187	44%	\$932
9	5' Detached Concrete Sidewalk	9,075	S.F.	\$4.64	\$42,109	56%	\$23,581	44%	\$18,528
10	Subgrade Preparation for Sidewalk	12,705	S.Y.	\$1.46	\$18,571	56%	\$10,400	44%	\$8,171
SUBTOTAL					\$461,572		\$258,480		\$203,092

B. Intersection at Chambers Rd.

1	Subgrade Preparation (2' Behind Back of Curb)	400	S.Y.	\$1.46	\$585	56%	\$327	44%	\$257
2	Asphalt Pavement (7" HMA/17" ABC)	3,050	S.Y.	\$47.09	\$143,618	56%	\$80,426	44%	\$63,192
3	6" Median Curb & Gutter	2,400	L.F.	\$12.75	\$30,607	56%	\$17,140	44%	\$13,467
4	Turn Lane Arrows	3	Each	\$490.50	\$1,472	56%	\$824	44%	\$647
5	Striping 4" White	450	L.F.	\$1.18	\$530	56%	\$297	44%	\$233
6	Crosswalk Bars	750	S.F.	\$0.59	\$441	56%	\$247	44%	\$194
7	5' Detached Concrete Sidewalk	1,800	S.F.	\$4.64	\$8,352	56%	\$4,677	44%	\$3,675
8	Subgrade Preparation for Sidewalk	2,520	S.Y.	\$1.46	\$3,683	56%	\$2,063	44%	\$1,621
9	Handicap Ramp	2	Each	\$1,715.77	\$3,432	56%	\$1,922	44%	\$1,510
10	Signage	4	Each	\$273.70	\$1,095	56%	\$613	44%	\$482
11	Traffic Signal	1	Each	\$327,000.00	\$327,000	56%	\$183,120	44%	\$143,880
12	Traffic Signal E-470	1	Each	\$98,100.00	\$98,100	56%	\$54,936	44%	\$43,164
SUBTOTAL					\$618,915		\$346,592		\$272,323

IV. STREETScape & IRRIGATION

A. Belford Ave (Happy Canyon Bridge to Chambers Road)

1	Street Tree	57	Each	\$1,000.00	\$56,500	56%	\$31,640	44%	\$24,860.00
2	Sod	25,500	S.F.	\$1.70	\$43,350	56%	\$24,276	44%	\$19,074.00
3	Irrigation	25,500	S.F.	\$1.15	\$29,325	56%	\$16,422	44%	\$12,903.00

SUBTOTAL \$129,175 \$72,338 \$56,837

PUBLIC IMPROVEMENTS SUBTOTAL \$1,547,381 \$866,533 \$680,848

DESIGN/PLANNING:

1	Design/Planning @ 10%				\$154,738		\$86,653		\$68,085
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MOBILIZATION:

1	Mobilization @ 5%				\$77,369		\$43,327		\$34,042
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SURVEYING:

1	Surveying @ 3%				\$46,421		\$25,996		\$20,425
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CONSTRUCTION MANAGEMENT / TESTING:

1	Construction Management / Testing @12%				\$185,686		\$103,984		\$81,702
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CONTINGENCY:

1	Contingency @ 10%				\$154,738		\$86,653		\$68,085
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SUBTOTAL \$618,952 \$346,613 \$272,339

PUBLIC IMPROVEMENTS TOTAL \$2,166,334 \$1,213,147 \$953,187

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 May 2020

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
Happy Canyon Bridge & Creek Improvements - Phase 1
Roadway and Drainage Quantity Estimates

September 2, 2020

Item Number	Item Description	Estimated Quantity	Unit	Estimated Unit Cost	Subtotal	BSMD Responsibility		BNMD Responsibility	
						%	Amount	%	Amount

I. STREET IMPROVEMENTS**A. Belford Ave (Happy Canyon Bridge)**

1	Bridge at Happy Canyon Creek (Full Superstructure + 1/2 Deck)	9,620	S.F.	\$161.87	\$1,557,141	56%	\$871,999	44%	\$685,142
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SUBTOTAL \$1,557,141 \$871,999 \$685,142

PUBLIC IMPROVEMENTS SUBTOTAL \$1,557,141 \$871,999 \$685,142

DESIGN/PLANNING:

1	Design/Planning @ 10%				\$155,714		\$87,200		\$68,514
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MOBILIZATION:

1	Mobilization @ 5%			\$2,500	\$77,857		\$43,600		\$34,257
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SURVEYING:

1	Surveying @ 3%				\$46,714		\$26,160		\$20,554
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CONSTRUCTION MANAGEMENT / TESTING:

1	Construction Management / Testing @12%				\$186,857		\$104,640		\$82,217
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CONTINGENCY:

1	Contingency @ 10%				\$155,714		\$87,200		\$68,514
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SUBTOTAL \$622,857 \$348,800 \$274,057

PUBLIC IMPROVEMENTS TOTAL \$2,179,998 \$1,220,799 \$959,199

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 Belford Avenue Bridge and Happy Canyon Creek Construction Plans Prepared by Felsburg Holt & Ullevig, latest revision dated March 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. 2

Roadway and Drainage Quantity Estimates

September 2, 2020

Item Number	Item Description	Estimated Quantity	Unit	Estimated Unit Cost	Subtotal
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I. EARTHWORK**A. Grading, Erosion Control, Sediment Control - Phase I**

1	Total Cut	38,804	CY	\$2.64	\$102,443
	Fill is 49,924 CY; ~11,120 CY haul required				
2	Remove Strippings (Topsoil 6" Depth)	14,581	CY	\$2.20	\$32,078
3	Over Excavation	0	CY	\$0.00	\$0
4	Surface Roughening	0	AC	\$110.00	\$0
5	Seeding & Mulching	0	AC	\$2,530.00	\$0
6	Vehicle Tracking Control	1	Each	\$3,520.00	\$3,520
7	Concrete Washout Area	1	Each	\$1,045.00	\$1,045
8	Stabilized Staging Area	1	Each	\$1,796.85	\$1,797
9	Portable Toilet Protection	1	Each	\$74.25	\$74
10	Debris and Trash Control	20	HR	\$82.50	\$1,650
11	Temporary Sediment Basin	4	Each	\$2,750.00	\$11,000
12	Check Dam	364	L.F.	\$60.50	\$22,022
13	Inlet Protection	16	Each	\$297.00	\$4,752
14	Rock Sock in Swale	11	Each	\$44.55	\$490
15	Diversion Ditch	410	L.F.	\$0.72	\$293
16	Silt Fence	10,350	L.F.	\$1.49	\$15,370

SUBTOTAL \$196,534**II. STORM SEWER SYSTEM IMPROVEMENTS*****A. Storm Laterals - Phase I**

1	Type-R Inlet - 5'	3	Each	\$6,594.50	\$19,784
2	Type-R Inlet - 10'	7	Each	\$9,048.98	\$63,343
3	Type-R Inlet - 15'	6	Each	\$10,288.00	\$61,728
4	Type C Inlet	1	Each	\$3,597.00	\$3,597
5	18" RCP	610	L.F.	\$57.72	\$35,209
6	24" RCP	215	L.F.	\$84.45	\$18,156
7	30" RCP	825	L.F.	\$114.79	\$94,704
8	36" RCP	625	L.F.	\$114.79	\$71,745
9	42" RCP	124	L.F.	\$160.67	\$19,923
10	4' Manhole	2	Each	\$3,466.07	\$6,932
11	5' Manhole	5	Each	\$7,150.00	\$35,750
12	6' Manhole	3	Each	\$7,673.60	\$23,021
13	7'-2" X 7'-2" Box Base Manhole	1	Each	\$13,200.00	\$13,200
14	Temp FES Removal	5	Each	\$1,100.00	\$5,500
15	Temp Swale (2' Wide)	650	L.F.	\$3.48	\$2,259
16	Type H Soil Rip Rap Lining for Swale	260	C.Y.	\$110.00	\$28,600

SUBTOTAL \$503,450

*All work assumed to be completed in Phase I

III. STREET IMPROVEMENTS**A. Street Improvements - Phase I**

1	Subgrade Preparation (2' Behind Back of Curb)	10,640	S.Y.	\$4.09	\$43,539
2	Over Excavation	-	C.Y.	\$0.00	\$0
3	20' Temporary Construction Access Road - 8" Thickness	102	S.Y.	\$7.92	\$808
4	Asphalt Pavement (5" HMA/8" ABC)	8,055	S.Y.	\$49.50	\$398,723
5	4" Mountable Curb & Gutter	4,435	L.F.	\$23.87	\$105,863
6	Signage	55	Each	\$779.35	\$42,864
7	2'x10' Solid White Crosswalk	650	S.F.	\$0.68	\$443
8	Cross Pan	318	S.Y.	\$145.20	\$46,174
9	Diagonal Pedestrian Ramp Including Curb Return	10	Each	\$1,876.44	\$18,764

10	Street Lights	3	Each	\$9,592.00	\$28,776
11	Retaining Walls	5,640	V.S.F.	\$132.00	\$744,480
12	5' Detached Concrete Sidewalk	22,175	S.F.	\$6.00	\$132,939
13	Subgrade Preparation for Sidewalk	3,450	S.Y.	\$3.85	\$13,283
14	Street Landscape and Irrigation Improvements (Plan West)	-	L.S.	\$0.00	\$0

PHASE 1 SUBTOTAL \$1,576,656

B. Street Improvements - Phase 2

1	Subgrade Preparation (2' Behind Back of Curb)	15,575	S.Y.	\$4.09	\$63,733
2	Over Excavation	-	C.Y.	\$0.00	\$0
3	Asphalt Pavement (5" HMA/8" ABC)	11,750	S.Y.	\$49.50	\$581,625
4	4" Mountable Curb & Gutter	6,595	L.F.	\$23.87	\$157,423
5	Signage	36	Each	\$779.35	\$28,057
6	Diagonal Pedestrian Ramp Including Curb Return	10	Each	\$1,876.44	\$18,764
7	Street Lights	4	Each	\$9,592.00	\$38,368
8	Retaining Walls	1,745	V.S.F.	\$132.00	\$230,340
9	5' Detached Concrete Sidewalk	32,975	S.F.	\$6.00	\$197,685
10	Subgrade Preparation for Sidewalk	5,130	S.Y.	\$3.85	\$19,751
11	Street Landscape and Irrigation Improvements (Plan West)	-	L.S.	\$0.00	\$0

PHASE 2 SUBTOTAL \$1,335,745

STREET IMPROVEMENTS SUBTOTAL \$2,912,401

IV. STREETScape & IRRIGATION

A. Landscape - Phase I

1	Street Tree	59	Each	\$1,000.00	\$59,133
2	Sod	35,480	S.F.	\$1.70	\$60,316
3	Shrub	22	Each	\$55.00	\$1,220
4	Ornamental Grass and Perennials	222	Each	\$20.00	\$4,435
5	Irrigation	35,480	S.F.	\$1.15	\$40,802

PHASE 1 SUBTOTAL \$165,906

B. Landscape - Phase II

1	Street Tree	88	Each	\$1,000.00	\$87,933
2	Sod	52,760	S.F.	\$1.70	\$89,692
3	Shrub	33	Each	\$55.00	\$1,814
4	Ornamental Grass and Perennials	330	Each	\$20.00	\$6,595
5	Irrigation	52,760	S.F.	\$1.15	\$60,674

PHASE 2 SUBTOTAL \$246,708

LANDSCAPE SUBTOTAL \$412,614

PUBLIC IMPROVEMENTS SUBTOTAL \$4,024,999

MOBILIZATION:

1	Mobilization @ 5%				\$201,250
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SURVEYING:

1	Surveying @ 5%				\$201,250
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CONSTRUCTION MANAGEMENT / TESTING:

1	Construction Management / Testing @ 12%				\$483,000
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CONTINGENCY:

1	Contingency @ 10%				\$402,500
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SUBTOTAL \$1,288,000

PUBLIC IMPROVEMENTS TOTAL \$5,312,998

The opinion of probable construction costs for Compark Village South, Filing No. 2 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 May 2020

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. 3

Roadway and Drainage Quantity Estimates

September 2, 2020

Item Number	Item Description	Estimated Quantity	Unit	Estimated Unit Cost	Subtotal
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I. EARTHWORK & EROSION/SEDIMENT CONTROL

1	Total Cut	67,458	CY	\$2.64	\$178,089
	Fill is 134,074 CY; ~66,616 CY haul required				
2	Remove Strippings (Topsoil 6" Depth)	18,179	CY	\$2.20	\$39,994
3	Over Excavation	0	CY	\$0.00	\$0
4	Surface Roughening	0	AC	\$110.00	\$0
5	Seeding & Mulching	0	AC	\$2,530.00	\$0
6	Vehicle Tracking Control	1	Each	\$3,520.00	\$3,520
7	Concrete Washout Area	1	Each	\$1,045.00	\$1,045
8	Stabilized Staging Area	1	Each	\$1,796.85	\$1,797
9	Portable Toilet Protection	1	Each	\$74.25	\$74
10	Debris and Trash Control	20	HR	\$82.50	\$1,650
11	Temporary Sediment Basin	1	Each	\$2,750.00	\$2,750
12	Check Dam	182	L.F.	\$60.50	\$11,011
13	Inlet Protection	11	Each	\$297.00	\$3,267
14	Outlet Protection	1	Each	\$44.55	\$45
15	Diversion Ditch	205	L.F.	\$0.72	\$147
16	Silt Fence	5,566	L.F.	\$1.49	\$8,266

SUBTOTAL \$251,654**II. STORM SEWER SYSTEM IMPROVEMENTS**

1	Type-R Inlet - 10'	3	Each	\$57.72	\$173
2	Type-R Inlet - 15'	7	Each	\$84.45	\$591
3	18" RCP	734	L.F.	\$57.72	\$42,366
4	24" RCP	671	L.F.	\$84.45	\$56,663
5	30" RCP	500	L.F.	\$114.79	\$57,396
6	36" RCP	503	L.F.	\$114.79	\$57,741
7	42" RCP	60	L.F.	\$160.67	\$9,640
8	4' Manhole	12	Each	\$3,466.07	\$41,593
9	5' Manhole	4	Each	\$7,150.00	\$28,600
10	42" FES	1	Each	\$3,357.20	\$3,357
11	Connect to Existing Stub	1	Each	\$935.00	\$935

SUBTOTAL \$299,055**III. DETENTION POND IMPROVEMENTS**

1	Concrete Trickle Channel with 6" High Curb	200	L.F.	\$166.38	\$33,275
2	Reinforced Concrete Forebay	1	Each	\$18,008.38	\$18,008
3	10' Wide Gravel Maintenance Trail (8" Crushed Gravel)	250	L.F.	\$46.13	\$11,534
4	Outlet Structure	1	L.S.	\$55,000.00	\$55,000
5	Type M Rip Rap at Emergency Overflow	60	C.Y.	\$151.25	\$9,075
6	Concrete Cutoff Wall	12	C.Y.	\$77.00	\$924
7	Place 4" Thick Topsoil Over Entire Pond Area	410	C.Y.	\$7.43	\$3,044
8	Permanent Seeding and Mulch over Entire Pond Area	1	AC	\$2,530.00	\$2,530

SUBTOTAL \$133,390

IV. STREET IMPROVEMENTS

1	Subgrade Preparation (2' Behind Back of Curb)	13,822	S.Y.	\$4.09	\$56,560
2	Asphalt Pavement (5" HMA/8" ABC)	10,345	S.Y.	\$49.50	\$512,078
3	4" Mountable Curb & Gutter	6,186	L.F.	\$23.87	\$147,660
4	Concrete Alley (6" Depth)	4,475	S.Y.	\$60.50	\$270,738
5	Signage	17	Each	\$779.35	\$13,249
6	2'x10' Solid White Crosswalk	650	Each	\$0.68	\$443
7	Cross Pan	130	S.Y.	\$75.78	\$9,851
8	Diagonal Pedestrian Ramp Including Curb Return	5	Each	\$1,876.44	\$9,382
9	Street Lights	3	Each	\$9,592.00	\$28,776
10	Retaining Walls	1,235	V.S.F.	\$132.00	\$163,020
11	5' Detached Concrete Sidewalk	27,680	S.F.	\$6.00	\$165,942
12	Subgrade Preparation for Sidewalk	4,306	S.Y.	\$3.85	\$16,578
13	Street Landscape and Irrigation Improvements	-	L.S.		\$0

SUBTOTAL \$1,394,276**V. STREETScape & IRRIGATION**

1	Street Tree	82	Each	\$1,000.00	\$82,480
2	Sod	49,488	S.F.	\$1.70	\$84,130
3	Shrub	31	Each	\$55.00	\$1,701
4	Ornamental Grass and Perennials	309	Each	\$20.00	\$6,186
5	Irrigation	49,488	S.F.	\$1.15	\$56,911

SUBTOTAL \$231,408**PUBLIC IMPROVEMENTS SUBTOTAL** \$1,944,985**MOBILIZATION:**

1	Mobilization @ 5%				\$97,249
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SURVEYING:

1	Surveying @ 5%				\$97,249
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CONSTRUCTION MANAGEMENT / TESTING:

1	Construction Management / Testing @ 12%				\$233,398
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CONTINGENCY:

1	Contingency @ 10%				\$194,498
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SUBTOTAL \$622,395**PUBLIC IMPROVEMENTS TOTAL** \$2,567,380

The opinion of probable construction costs for Compark Village South, Filing No. 3 was based on approximate quantity estimates for general Earthwork, utility work, concrete structural work, revegetation, and miscellaneous work based on a preliminary analysis by Manhard Consulting, April 2017

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.

Bid Tab
Compark Village South, Filing No. 1
First Street Improvement
Douglas County

September 2, 2020

Item Number	Item Description	Estimated Quantity	Unit	Estimated Unit Cost	Subtotal
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A. Storm Laterals - First Street

1	Swale (5' Wide)	1,100	L.F.	\$7.02	\$7,717
2	Swale (14' Wide)	470	L.F.	\$14.03	\$6,594
3	Type L Soil Rip Rap Lining	839	C.Y.	\$114.43	\$96,003

SUBTOTAL \$110,313

B. First Street

1	Subgrade Preparation (2' Beyond Edge of Pavement)	7,120	S.Y.	\$4.28	\$30,459
2	Asphalt Pavement (3" HMA/6" ABC)	6,157	S.Y.	\$19.67	\$121,077
3	First Street Class 6 Gravel Road Base	6,157	S.Y.	\$16.10	\$99,128

SUBTOTAL \$250,664

C. CBMP

1	Silt Fence	3,832	L.F.	\$1.55	\$5,949
2	Check Dam	120	L.F.	\$63.25	\$7,590
3	Reinforced Rock Berm (5'W x 10"H)	1	Each	\$287.50	\$288
4	Inlet Protection	1	Each	\$310.50	\$311
5	Seeding & Mulching	1	Ac	\$2,645.00	\$1,852

SUBTOTAL \$15,989

D. Storm Sewer

1	Triple Type C Inlet	1	Each	\$16,846.06	\$16,846
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SUBTOTAL \$16,846

PUBLIC IMPROVEMENTS SUBTOTAL **\$393,812**

MOBILIZATION/DEMOBILIZATION:

1	Mobilization @ 5%				\$39,381
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SURVEYING:

1	Surveying @ 3%				\$11,814
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CONSTRUCTION MANAGEMENT / TESTING:

1	Construction Management / Testing @12%				\$47,257
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CONTINGENCY:

1	Contingency @ 10%				\$39,381
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SUBTOTAL \$137,834

TOTAL BID/CONTRACT AMOUNT **\$531,647**

Note: All items to be furnished and installed per jurisdictional specification.

The bid tabulation 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 Consultants, latest revision dated September 2016

Compark Village South, Filing No. 1
Happy Canyon Creek Improvements
Roadway and Drainage Quantity Estimates

September 2, 2020

Item Number	Item Description	Estimated Quantity	Unit	Estimated Unit Cost	Subtotal	BSMD Responsibility		BNMD Responsibility	
						%	Amount	%	Amount

I. HAPPY CANYON IMPROVEMENTS**A. Cherokee Trail Crossing**

1	Removal of Pipe	3	Each	\$1,765.80	\$5,297	56%	\$2,967	44%	\$2,331
2	Embankment Material (Complete in Place)	34,409	C.Y.	\$2.94	\$101,266	56%	\$56,709	44%	\$44,557
3	Structure Excavation	420	C.Y.	\$9.81	\$4,120	56%	\$2,307	44%	\$1,813
4	Structure Backfill (Class 1)	217	C.Y.	\$14.72	\$3,193	56%	\$1,788	44%	\$1,405
5	Filter Material (Class A)	35	C.Y.	\$63.77	\$2,232	56%	\$1,250	44%	\$982
6	Topsoil	262	C.Y.	\$14.72	\$3,855	56%	\$2,159	44%	\$1,696
7	Temporary Stream Crossing	1	Each	\$24,525.00	\$24,525	56%	\$13,734	44%	\$10,791
8	Aggregate Base Course (Class 6)	112	C.Y.	\$39.24	\$4,395	56%	\$2,461	44%	\$1,934
9	Steel Sheet Piling (Type II)	2,510	S.F.	\$39.24	\$98,492	56%	\$55,156	44%	\$43,337
10	Grouted Riprap (24 inch)	25	C.Y.	\$196.20	\$4,905	56%	\$2,747	44%	\$2,158
11	Riprap (12 inch)	51	C.Y.	\$53.96	\$2,752	56%	\$1,541	44%	\$1,211
12	Soil Riprap (12 inch)	1,220	C.Y.	\$53.96	\$65,825	56%	\$36,862	44%	\$28,963
13	Concrete Class D (Box Culvert)	105	C.Y.	\$564.08	\$59,228	56%	\$33,168	44%	\$26,060
14	48 inch Reinforced Concrete Pipe (Complete in Place)	211	L.F.	\$167.75	\$35,395	56%	\$19,821	44%	\$15,574
15	48 inch Reinforced Concrete End Section	1	Each	\$5,935.05	\$5,935	56%	\$3,324	44%	\$2,611
16	Inlet Type D (10 ft)	1	Each	\$8,632.80	\$8,633	56%	\$4,834	44%	\$3,798
17	Concrete Sidewalk (6 in)	240	S.Y.	\$42.18	\$10,124	56%	\$5,669	44%	\$4,455
SUBTOTAL							\$246,497		\$193,676

B. Drop Structure #1

1	Filter Material (Class A)	305	C.Y.	\$63.77	\$19,448	56%	\$10,891	44%	\$8,557
2	Topsoil	126	C.Y.	\$14.72	\$1,854	56%	\$1,038	44%	\$816
3	Temporary Stream Crossing	1	Each	\$24,525.00	\$24,525	56%	\$13,734	44%	\$10,791
4	Aggregate Base Course (Class 6)	129	C.Y.	\$39.24	\$5,062	56%	\$2,835	44%	\$2,227
5	Steel Sheet Piling (Type II)	1,660	S.F.	\$39.24	\$65,138	56%	\$36,478	44%	\$28,661
6	Grouted Riprap (24 inch)	144	C.Y.	\$196.20	\$28,253	56%	\$15,822	44%	\$12,431
7	Riprap (24 inch)	908	C.Y.	\$68.67	\$62,352	56%	\$34,917	44%	\$27,435
8	Soil Riprap (12 inch)	208	C.Y.	\$53.96	\$11,223	56%	\$6,285	44%	\$4,938
9	Concrete Class D (Wall)	46	C.Y.	\$1,569.60	\$72,202	56%	\$40,433	44%	\$31,769
10	Concrete Sidewalk (6 in)	487	S.Y.	\$42.18	\$20,543	56%	\$11,504	44%	\$9,039
SUBTOTAL							\$173,936		\$136,664

C. Drop Structure #2

1	Topsoil	104	C.Y.	\$34.34	\$3,571	56%	\$2,000	44%	\$1,571
2	Temporary Stream Crossing	1	Each	\$24,525.00	\$24,525	56%	\$13,734	44%	\$10,791
3	Aggregate Base Course (Class 6)	153	C.Y.	\$44.15	\$6,754	56%	\$3,782	44%	\$2,972
4	Steel Sheet Piling (Type II)	2,050	S.F.	\$39.24	\$80,442	56%	\$45,048	44%	\$35,394
5	Grouted Riprap (24 inch)	115	C.Y.	\$343.35	\$39,485	56%	\$22,112	44%	\$17,374
6	Soil Riprap (12 inch)	199	C.Y.	\$73.58	\$14,641	56%	\$8,199	44%	\$6,442
SUBTOTAL							\$94,874		\$74,544

D. Drop Structure #3

1	Topsoil	168	C.Y.	\$34.34	\$5,768	56%	\$3,230	44%	\$2,538
2	Temporary Stream Crossing	1	Each	\$24,525.00	\$24,525	56%	\$13,734	44%	\$10,791
3	Aggregate Base Course (Class 6)	331	C.Y.	\$44.15	\$14,612	56%	\$8,183	44%	\$6,429
4	Steel Sheet Piling (Type II)	3,000	S.F.	\$39.24	\$117,720	56%	\$65,923	44%	\$51,797
5	Grouted Riprap (24 inch)	174	C.Y.	\$343.35	\$59,743	56%	\$33,456	44%	\$26,287
6	Soil Riprap (12 inch)	163	C.Y.	\$73.58	\$11,993	56%	\$6,716	44%	\$5,277
SUBTOTAL							\$131,242		\$103,119

E. Wetland Maintenance

1	Wetlands Maintenance	1	L.S.	\$24,750.00	\$24,750	56%	\$13,860	44%	\$10,890
SUBTOTAL							\$13,860		\$10,890

HAPPY CANYON SUBTOTAL **\$1,179,303** **\$660,409** **\$518,893****PUBLIC IMPROVEMENTS SUBTOTAL** **\$1,179,303** **\$660,409** **\$518,893****DESIGN/PLANNING:**

1	Design/Planning @ 10%				\$117,930		\$66,041		\$51,889
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MOBILIZATION:

1	Mobilization @ 5%				\$58,965		\$33,020		\$25,945
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SURVEYING:

1	Surveying @ 3%				\$35,379		\$19,812		\$15,567
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CONSTRUCTION MANAGEMENT / TESTING:

1	Construction Management / Testing @12%				\$141,516		\$79,249		\$62,267
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CONTINGENCY:

1	Contingency @ 10%				\$117,930		\$66,041		\$51,889
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SUBTOTAL **\$471,721** **\$264,164** **\$207,557****PUBLIC IMPROVEMENTS TOTAL** **\$1,651,024** **\$924,573** **\$726,450**

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 Belford Avenue Bridge and Happy Canyon Creek Construction Plans Prepared by Felsburg Holt & Ullevig, latest revision dated March 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

September 2, 2020

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.	\$50.00	\$33,250	56%	\$18,620	44%	\$14,630
2	8" Gate Valve and Box	9	Each	\$1,831.00	\$16,479	56%	\$9,228	44%	\$7,251
3	8" Plug w/ KB and 2" BO	9	Each	\$2,153.00	\$19,377	56%	\$10,851	44%	\$8,526
4	8" x 6" Tee w/ Kick Block	3	Each	\$637.00	\$1,911	56%	\$1,070	44%	\$841
5	12" PVC Water Main	6494	L.F.	\$70.00	\$454,580	56%	\$254,565	44%	\$200,015
6	12" DIP Water Main	20	L.F.	\$88.11	\$1,762	56%	\$987	44%	\$775
7	12" Gate Valve and Box	12	Each	\$3,280.00	\$39,360	56%	\$22,042	44%	\$17,318
8	12" Plug w/ BO	1	Each	\$2,297.00	\$2,297	56%	\$1,286	44%	\$1,011
9	12" x 12" Tee w/ KB and Plug	2	Each	\$1,670.00	\$3,340	56%	\$1,870	44%	\$1,470
10	12" x 12" Tee w/ Kick Block	6	Each	\$1,624.00	\$9,744	56%	\$5,457	44%	\$4,287
11	12" x 12" Cross	5	Each	\$1,529.00	\$7,645	56%	\$4,281	44%	\$3,364
12	12"x 8" Reducer	12	Each	\$632.50	\$7,590	56%	\$4,250	44%	\$3,340
13	12"x 6" Reducer	3	Each	\$615.50	\$1,847	56%	\$1,034	44%	\$812
14	12" 45 Degree Bend	2	Each	\$999.50	\$1,999	56%	\$1,119	44%	\$880
15	12" 11.25 Degree Bend	1	Each	\$937.00	\$937	56%	\$525	44%	\$412
16	12" 90 Degree Bend	1	Each	\$1,070.00	\$1,070	56%	\$599	44%	\$471
17	12" Water Main Lowering	5	Each	\$15,704.00	\$78,520	56%	\$43,971	44%	\$34,549
18	High Deflection Coupling	2	Each	\$686.50	\$1,373	56%	\$769	44%	\$604
19	Fire Hydrant Assembly	6	Each	\$8,000.00	\$48,000	56%	\$26,880	44%	\$21,120
20	Steel Casing for Channel Crossing	200	L.F.	\$333.00	\$66,600	56%	\$37,296	44%	\$29,304
21	Connection to Existing Water Line	2	Each	\$2,494.80	\$4,990	56%	\$2,794	44%	\$2,195
22	2" Irrigation Tap (tap fee not included)	2	Each	\$8,913.00	\$17,826	56%	\$9,983	44%	\$7,843
23	2.5" Irrigation Tap (tap fee not included)	-	Each	\$24,047.10	\$0	56%	\$0	44%	\$0
SUBTOTAL					\$820,496		\$459,478		\$361,018

II. Offsite Water Improvements

1	E-470 Water Bore	1	L.S	\$728,874.00	\$728,874	56%	\$408,169	44%	\$320,705
SUBTOTAL					\$728,874		\$408,169		\$320,705
WATER IMPROVEMENTS SUBTOTAL					\$1,549,370		\$867,647		\$681,723

DESIGN/PLANNING:

1	Design/Planning @ 10%				\$154,937		\$86,765		\$68,172
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MOBILIZATION:

1	Mobilization @ 5%				\$77,469		\$43,382		\$34,086
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SURVEYING:

1	Surveying @ 3%				\$46,481		\$26,029		\$20,452
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CONSTRUCTION MANAGEMENT / TESTING:

1	Construction Management / Testing @12%				\$185,924		\$104,118		\$81,807
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SVMD CONTINGENCY

1	SVMD Contingency @ 12%				\$185,924		\$104,118		\$81,807
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SUBTOTAL **\$650,736** **\$364,412** **\$286,324**

WATER IMPROVEMENTS TOTAL **\$2,200,106** **\$1,232,059** **\$968,047**

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. 2
Water Main Estimate

August 14, 2020

Item Number	Item Description	Estimated Quantity	Unit	Estimated Unit Cost	Subtotal
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I. WATER IMPROVEMENTS**A. Water Improvements - Phase 1**

1	8" PVC Water Main	2,581	L.F.	\$50.00	\$129,050
2	8" Gate Valve and Box	20	Each	\$1,831.00	\$36,620
3	8" x 6" Tee w/ Kick Block	15	Each	\$637.00	\$9,555
4	8" x 8" Cross w/ KB	1	Each	\$1,485.00	\$1,485
5	8" x 8" Tee w/ KB	3	Each	\$1,330.36	\$3,991
6	8" Plug w/ BO & KB	3	Each	\$2,153.00	\$6,459
7	8" 11.25 Degree Bend	1	Each	\$695.50	\$696
8	8" 22.5 Degree Bend w/ 8"x6" Reducer & Kick Block	1	Each	\$695.50	\$696
9	8" Water Main Lowering	5	Each	\$13,152.00	\$65,760
10	6" PVC Water Main	1,969	L.F.	\$39.89	\$78,543
11	6" Gate Valve and Box	10	Each	\$1,548.55	\$15,486
12	6" Plug w/ BO & KB	10	Each	\$1,751.88	\$17,519
13	6" Water Main Lowering	3	Each	\$8,812.00	\$26,436
14	Fire Hydrant Assembly	6	Each	\$8,000.00	\$48,000
15	5' Manhole	1	Each	\$5,294.03	\$5,294
16	6" Check Valve	1	Each	\$2,050.00	\$2,050
17	6" Turbine Meter	1	Each	\$0.00	
18	Remove Existing 8" Plug and Make Dry Connection	3	Each	\$2,494.80	\$7,484

SUBTOTAL \$440,295

B. Water Improvements - Phase 2

1	8" PVC Water Main	3,152	L.F.	\$50.00	\$157,600
2	8" Gate Valve and Box	16	Each	\$1,831.00	\$29,296
3	8" Plug w/ BO and KB	3	Each	\$2,153.00	\$6,459
4	8" x 6" Tee w/ Kick Block	11	Each	\$637.00	\$7,007
5	8" x 8" Tee w/ KB	2	Each	\$1,330.36	\$2,661
6	8" x 8" Cross w/ KB	1	Each	\$1,061.67	\$1,062
7	8" 45 Degree Bend w/ KB	1	Each	\$695.50	\$696
8	8" 22.5 Degree Bend w/ 8"x6" Reducer & Kick Block	1	Each	\$695.50	\$696
9	6" PVC Water Main	1,184	L.F.	\$39.89	\$47,230
10	6" Gate Valve and Box	5	Each	\$1,548.55	\$7,743
11	6" Plug w/ BO & KB	5	Each	\$1,751.88	\$8,759
12	Fire Hydrant Assembly	9	Each	\$8,000.00	\$72,000
13	5' Manhole	2	Each	\$5,294.03	\$10,588
14	6" Check Valve	2	Each	\$2,050.00	\$4,100
15	6" Turbine Meter	2	Each	\$0.00	
16	Remove Existing 8" Plug and Make Dry Connection	3	Each	\$2,494.80	\$7,484
17	Air Release	1	Each	\$6,500.00	\$6,500

SUBTOTAL \$369,880

WATER IMPROVMENTS SUBTOTAL \$810,175

DESIGN/PLANNING:

1	Design/Planning @ 10%				\$81,017
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MOBILIZATION:

1	Mobilization @ 5%				\$40,509
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SURVEYING:

1	Surveying @ 3%				\$24,305
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CONSTRUCTION MANAGEMENT / TESTING:

1	Construction Management / Testing @12%				\$97,221
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SVMD CONTINGENCY

1	12% of Water Infrastructure Improvement Costs				\$97,221
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SUBTOTAL \$340,273

WATER IMPROVEMENTS TOTAL \$1,150,448

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 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. 3

Water Main Estimate

August 12, 2020

Item Number	Item Description	Estimated Quantity	Unit	Estimated Unit Cost	Subtotal
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I. WATER IMPROVEMENTS

1	8" PVC Water Main	2,800	L.F.	\$50.00	\$140,000
2	8" Gate Valve and Box	14	Each	\$1,831.00	\$25,634
3	8" x 6" Tee w/ Kick Block	15	Each	\$637.00	\$9,555
4	8" x 8" Tee w/ KB	2	Each	\$1,330.36	\$2,661
5	8" 11.25 Degree Bend	16	Each	\$695.50	\$11,128
6	8" 22.5 Degree Bend w/ 8"x6" Reducer & Kick Block	4	Each	\$695.50	\$2,782
7	8" Water Main Lowering	5	Each	\$13,152.00	\$65,760
8	6" PVC Water Main	1,300	L.F.	\$39.89	\$51,857
9	6" Gate Valve and Box	9	Each	\$1,548.55	\$13,937
10	6" Plug w/ BO & KB	9	Each	\$1,751.88	\$15,767
11	Series 3800 Mega Coupling	5	Each	\$707.50	\$3,538
12	6" Water Main Lowering	5	Each	\$8,812.00	\$44,060
13	Fire Hydrant Assembly	6	Each	\$8,000.00	\$48,000
14	Air Release	1	Each	\$6,500.00	\$6,500
15	Water Service w/ Meter	154	Each	\$0.00	\$0
16	Remove Existing 8" Plug and Make Dry Connection	4	Each	\$2,494.80	\$9,979

SUBTOTAL **\$451,157****DESIGN/PLANNING:**

1	Design/Planning @ 10%				\$45,116
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MOBILIZATION:

1	Mobilization @ 5%				\$22,558
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SURVEYING:

1	Surveying @ 3%				\$13,535
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CONSTRUCTION MANAGEMENT / TESTING:

1	Construction Management / Testing @12%				\$54,139
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SVMD CONTINGENCY

1	12% of Water Infrastructure Improvement Costs				\$54,139
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SUBTOTAL **\$189,486****WATER IMPROVEMENTS TOTAL** **\$640,643**

The opinion of probable construction costs for was based on approximate quantity estimates for general utility work based on a preliminary analysis by Manhard Consulting.

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
Sanitary Sewer Estimates

September 2, 2020

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)	1,887	L.F.	\$58.00	\$109,446	56%	\$61,290	44%	\$48,156
2	8" Sanitary Sewer Main (>16' Depth)	242	L.F.	\$96.00	\$23,232	56%	\$13,010	44%	\$10,222
3	8" Sanitary Sewer Main C900	358	L.F.	\$98.00	\$35,084	56%	\$19,647	44%	\$15,437
4	8" DIP (>16')	60	L.F.	\$98.00	\$5,880	56%	\$3,293	44%	\$2,587
5	8" Plug	4	Each	\$198.00	\$792	56%	\$444	44%	\$348
6	12" Sanitary Sewer Main (0-16' Depth) - PVC	1,200	L.F.	\$66.00	\$79,200	56%	\$44,352	44%	\$34,848
7	12" Sanitary Sewer Main (>16' Depth) - PVC	216	L.F.	\$238.00	\$51,408	56%	\$28,788	44%	\$22,620
8	12" Sanitary Sewer Main - C900	1,138	L.F.	\$125.00	\$142,250	56%	\$79,660	44%	\$62,590
9	4' Diameter Manholes (0-20' Depth)	17	Each	\$6,441.00	\$109,497	56%	\$61,318	44%	\$48,179
10	4' Diameter Drop Manhole	1	Each	\$6,441.00	\$6,441	56%	\$3,607	44%	\$2,834
11	20" Dia. Concrete Encasement	235	L.F.	\$93.00	\$21,855	56%	\$12,239	44%	\$9,616
12	Connection to Existing Sanitary Sewer	1	Each	\$2,321.00	\$2,321	56%	\$1,300	44%	\$1,021
13	10' Maintenance Trail (Crusher Fines)	8,500	S.F.	\$3.00	\$25,500	56%	\$14,280	44%	\$11,220
					<u>\$612,906</u>		<u>\$343,227</u>		<u>\$269,679</u>

II. Offsite Sanitary Sewer Improvements

1	Off-Site Filing No. 8 Sanitary Improvements \$910,028.52 CVS 60%	1	L.S.	\$546,017.11	\$546,017	56%	\$305,770	44%	\$240,248
					<u>SUBTOTAL</u>		<u>\$546,017</u>		<u>\$240,248</u>
					SANITARY IMPROVEMENTS SUBTOTAL		<u>\$1,158,923</u>		<u>\$648,997</u>
									<u>\$509,926</u>

DESIGN/PLANNING:

1	Design/Planning @ 10%				\$115,892		\$64,900		\$50,993
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MOBILIZATION:

1	Mobilization @ 5%				\$57,946		\$32,450		\$25,496
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SURVEYING:

1	Surveying @ 3%				\$34,768		\$19,470		\$15,298
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CONSTRUCTION MANAGEMENT / TESTING:

1	Construction Management / Testing @12%				\$139,071		\$77,880		\$61,191
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SVMD CONTINGENCY

1	SVMD Contingency @ 12%				\$139,071		\$77,880		\$61,191
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SUBTOTAL **\$486,748** **\$272,579** **\$214,169**

SANITARY IMPROVEMENTS TOTAL **\$1,645,671** **\$921,576** **\$724,095**

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. 2
Sanitary Sewer Estimates

August 12, 2020

Item Number	Item Description	Estimated Quantity	Unit	Estimated Unit Cost	Subtotal
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I. SANITARY SEWER IMPROVEMENTS**A. Sanitary Sewer - Phase I**

1	8" Sanitary Sewer Main (0-16' Depth)	3,686	L.F.	\$58.00	\$213,788
2	4' Diameter Manholes (0-20' Depth)	22	Each	\$6,441.00	\$141,702
3	8" Plug	2	Each	\$198.00	\$396
4	Connection to Existing Sanitary Sewer	1	Each	\$2,321.00	\$2,321

SUBTOTAL **\$358,207**

B. Sanitary Sewer - Phase 2

1	8" Sanitary Sewer Main (0-16' Depth)	2,930	L.F.	\$58.00	\$169,940
2	8" Sanitary Sewer Main (>16' Depth)	540	L.F.	\$96.00	\$51,840
3	4' Diameter Manholes (0-20' Depth)	20	Each	\$6,441.00	\$128,820
4	8' Plug	1	Each	\$198.00	\$198
5	Connection to Existing Sanitary Sewer	2	Each	\$2,321.00	\$4,642

SUBTOTAL **\$355,440**

SANITARY SEWER SUBTOTAL **\$713,647**

DESIGN/PLANNING:

1	Design/Planning @ 10%				\$71,365
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MOBILIZATION:

1	Mobilization @ 5%				\$35,682
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SURVEYING:

1	Surveying @ 3%				\$21,409
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CONSTRUCTION MANAGEMENT / TESTING:

1	Construction Management / Testing @12%				\$85,638
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SVMD CONTINGENCY

1	12% of Proposed Sanitary Sewer Improvement Costs				\$85,638
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SUBTOTAL **\$299,732**

SANITARY IMPROVEMENTS TOTAL **\$1,013,379**

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 prices.

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Compark Village South, Filing No. 3
Sanitary Sewer Estimates

August 12, 2020

Item Number	Item Description	Estimated Quantity	Unit	Estimated Unit Cost	Subtotal
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I. SANITARY SEWER IMPROVEMENTS

1	8" Sanitary Sewer Main (0-16' Depth)	3,600	L.F.	\$58.00	\$208,800
2	4' Diameter Manholes (0-20' Depth)	31	Each	\$6,441.00	\$199,671
3	Sanitary Sewer Service	-	Each	\$0.00	\$0
4	Connection to Existing Sanitary Sewer	2	Each	\$2,321.00	\$4,642

SUBTOTAL **\$413,113**

DESIGN/PLANNING:

1	Design/Planning @ 10%				\$41,311
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MOBILIZATION:

1	Mobilization @ 5%				\$20,656
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SURVEYING:

1	Surveying @ 3%				\$12,393
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CONSTRUCTION MANAGEMENT / TESTING:

1	Construction Management / Testing @12%				\$49,574
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SVMD CONTINGENCY

1	12% of Proposed Sanitary Sewer Improvement Costs				\$49,574
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SUBTOTAL **\$173,507**

SANITARY IMPROVEMENTS TOTAL **\$586,620**

The opinion of probable construction costs for was based on approximate quantity estimates for general utility work based on a preliminary analysis prepared by Manhard Consulting.

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.

EXHIBIT E

Maps Depicting Public Improvements

EXHIBIT MAP DEPICTING PUBLIC IMPROVEMENTS -STREETS-

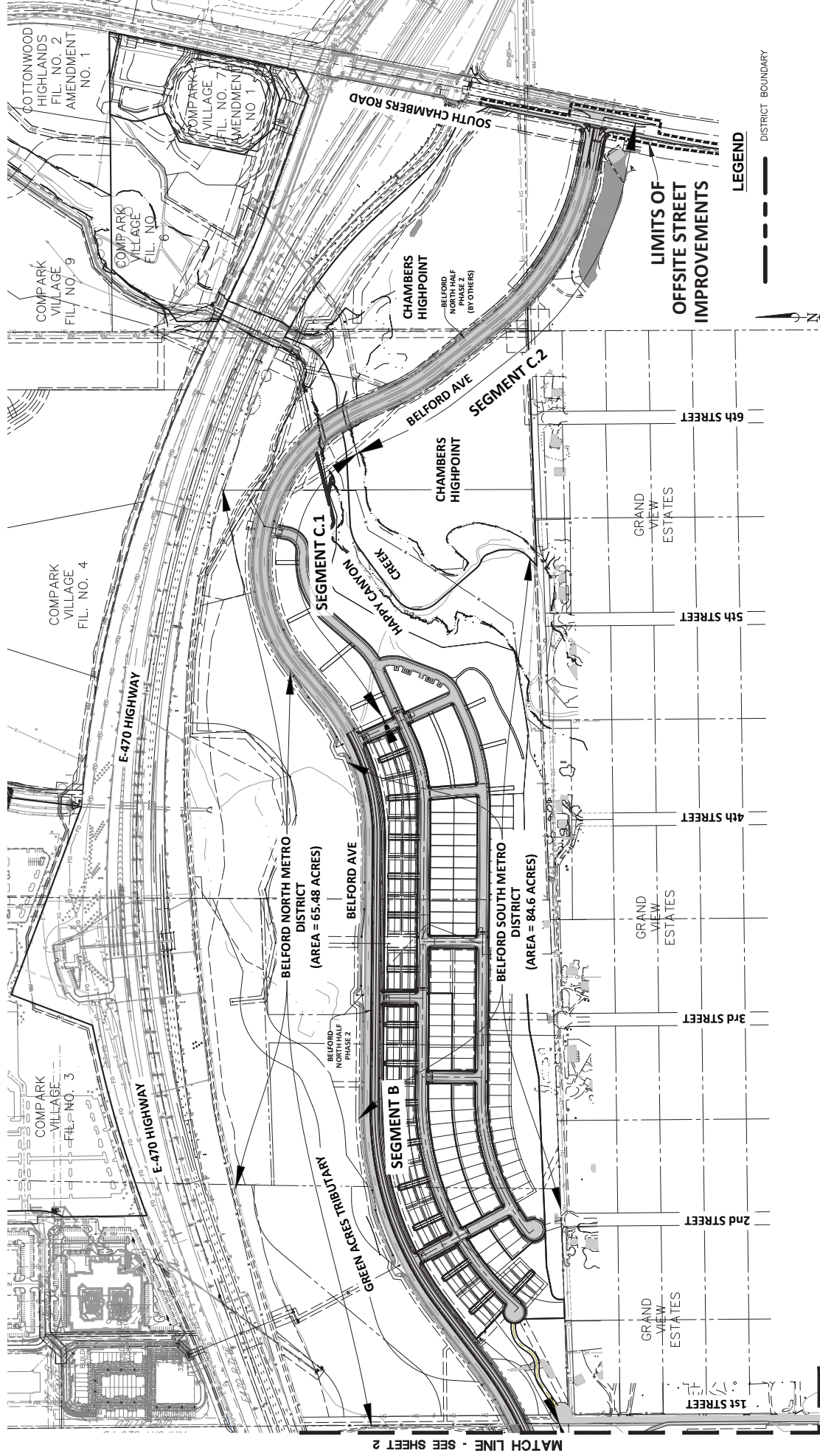
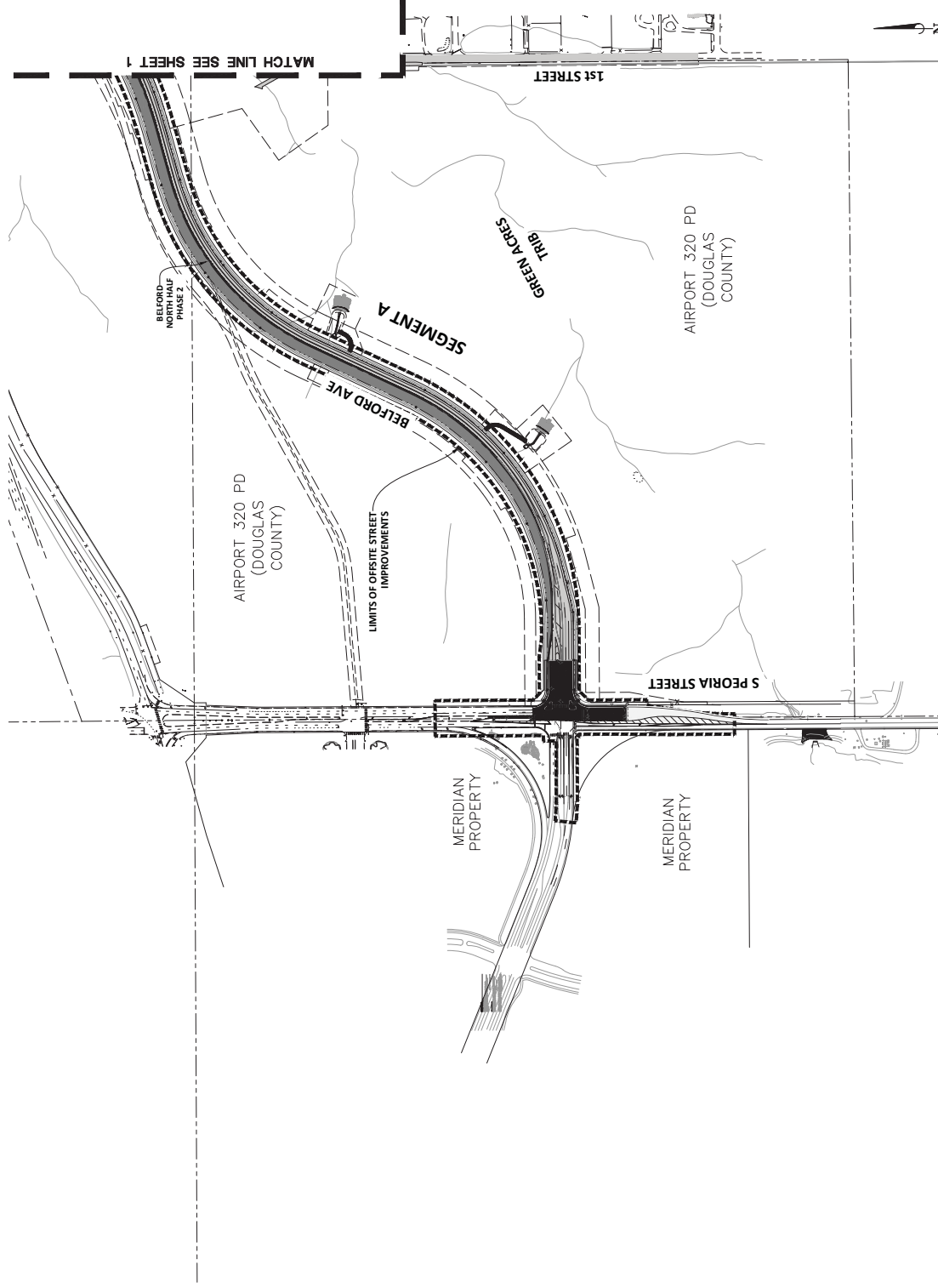


EXHIBIT MAP DEPICTING PUBLIC IMPROVEMENTS -OFFSITE STREETS-



EXHIBIT

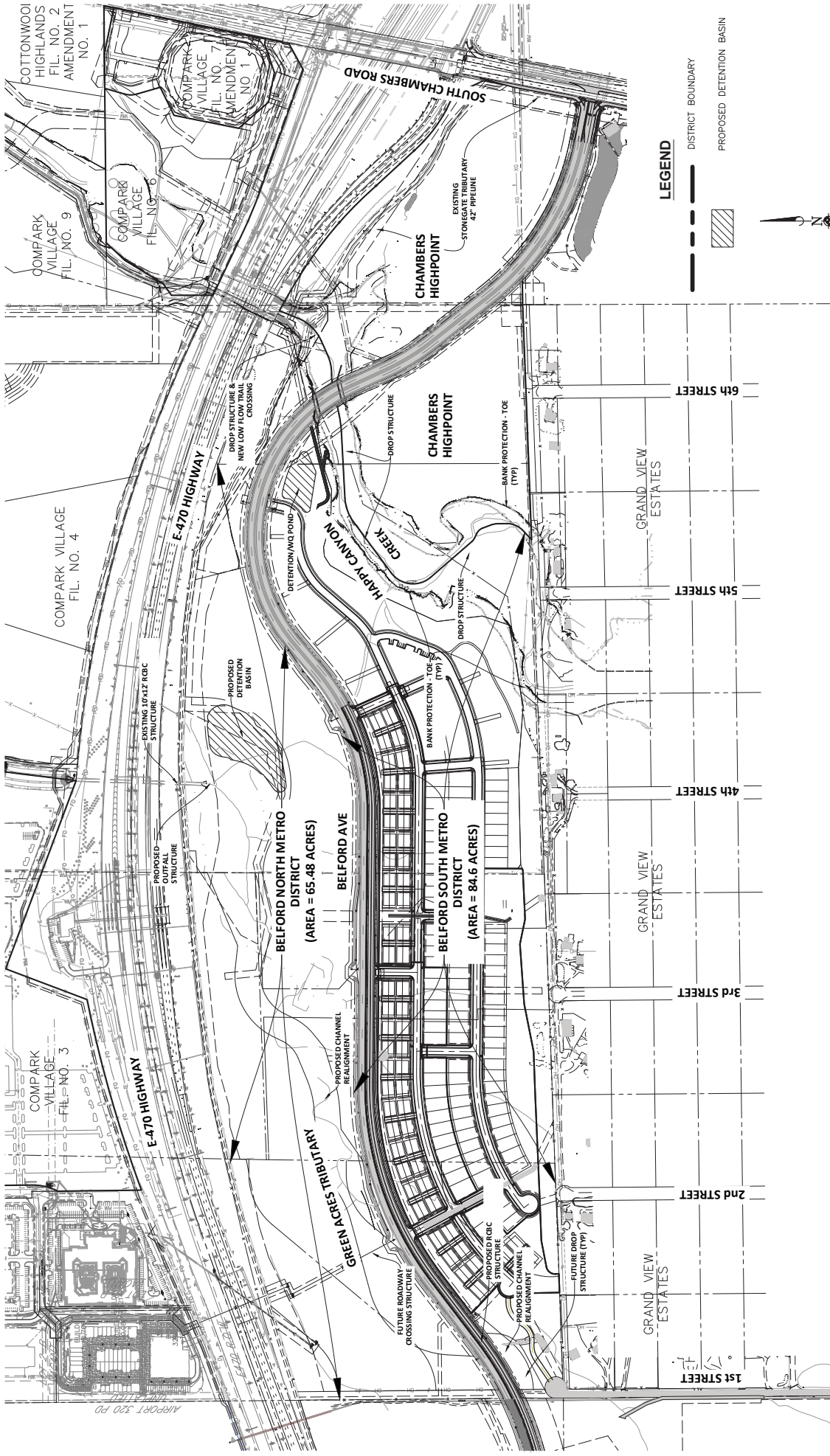


EXHIBIT MAP DEPICTING PUBLIC IMPROVEMENTS -SANITARY SEWER-

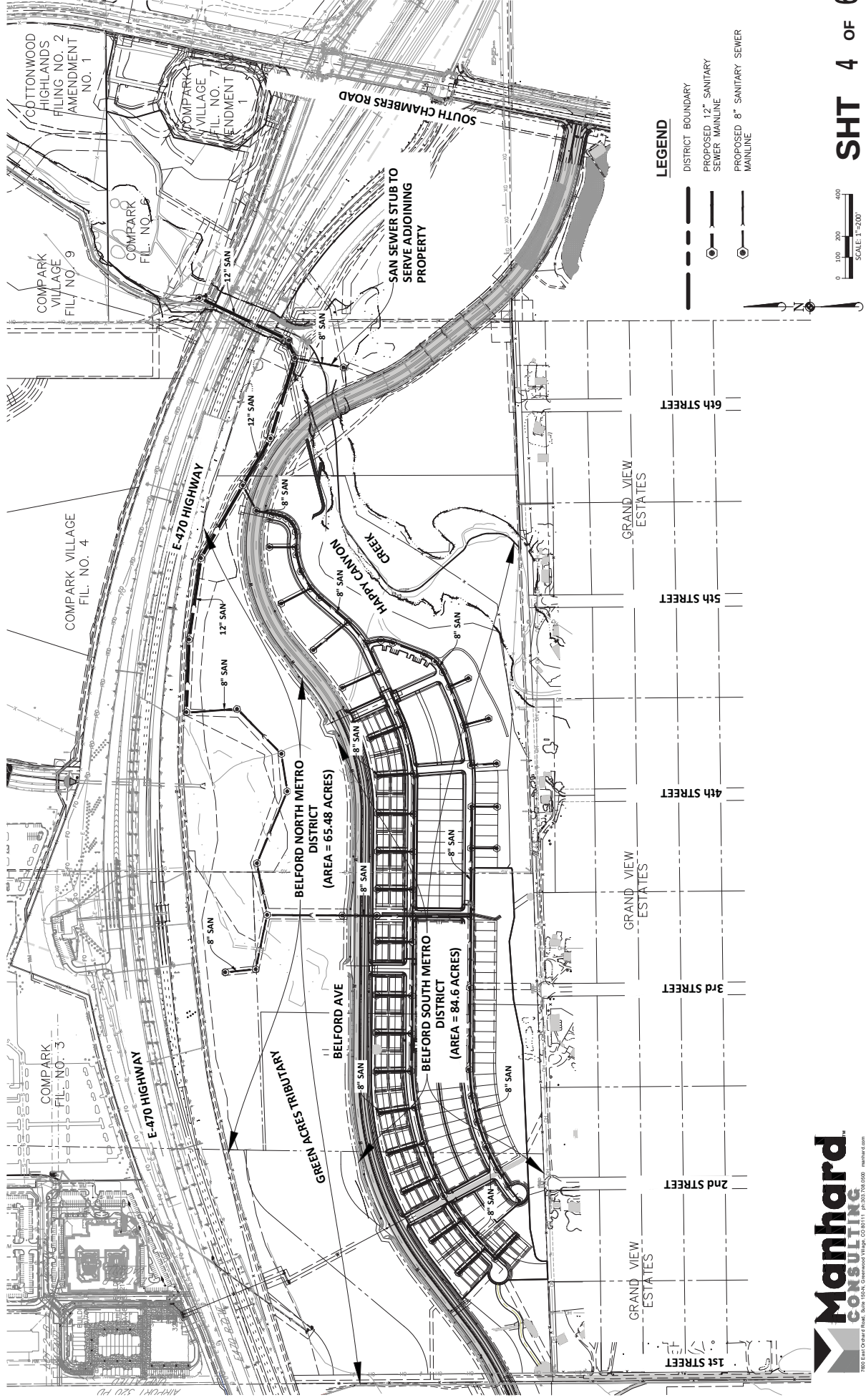


EXHIBIT MAP DEPICTING PUBLIC IMPROVEMENTS -WATER MAINS-

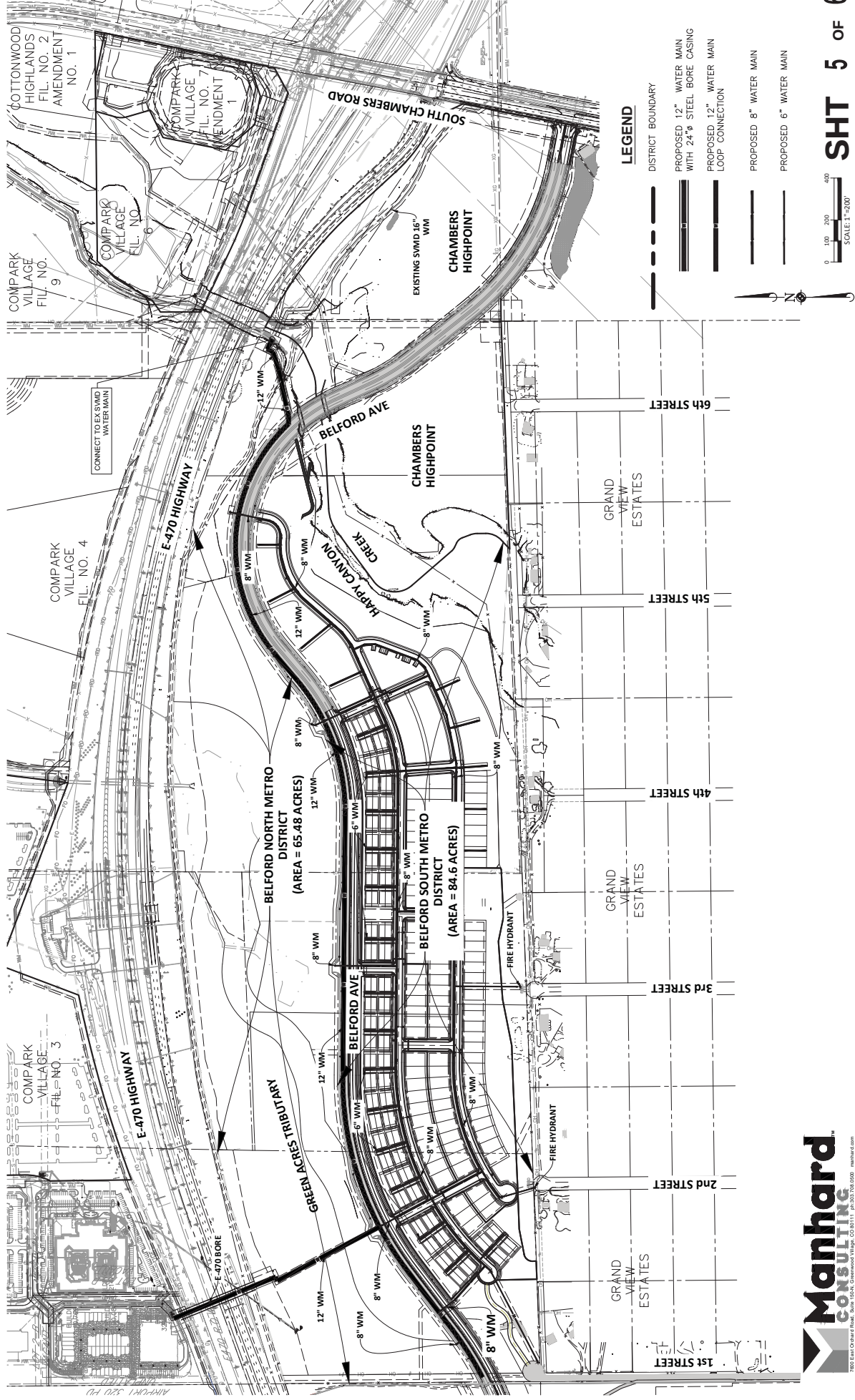


EXHIBIT MAP DEPICTING PUBLIC IMPROVEMENTS -PARK/OPEN SPACE/STREETSCAPE-

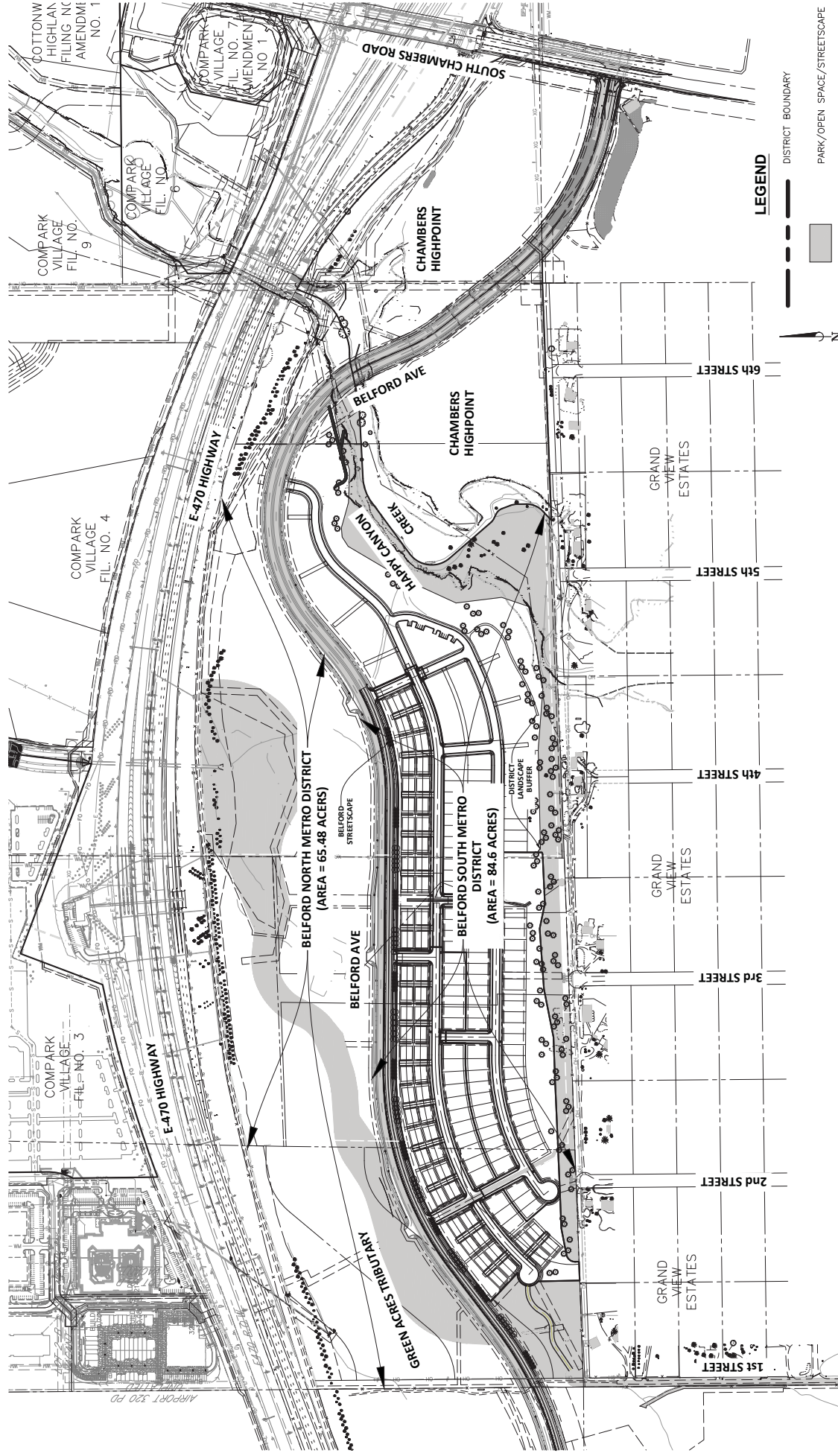


EXHIBIT F

Financial Plan

July 29, 2020

Belford North Metropolitan District
Belford South Metropolitan District
Attention: Tom George, Esq.
Spencer Fane LLP
1700 Lincoln Street, Suite 2000
Denver, Colorado 80203

RE: Service Plan Amendments

We have analyzed the bonding capacity in connection with the Service Plan amendments for Belford North Metropolitan District and Belford South Metropolitan District (collectively, the “Districts”). The analysis presented summarizes and presents information provided by Westside Investment Partners, Inc. (“the Developer”). We have not independently verified the accuracy of the information or assumptions.

Assumptions

- The development is comprised of the development outlined in the financing plan. In all cases, it is assumed that assessed value in the Districts will increase at a rate of 2% per annum. The bonding capacity could be higher if the rate of assessment inflation is greater or conversely lower if the inflation rate is below 4%.
- The debt service mill levy cap is 57.398 mills beginning in tax collection year 2021 (50 mills, Gallagher adjusted from 7.20% to 7.15%). Additionally, per the Town of Parker’s model Service Plan, the model assumes that an additional 5.034 mills (5 mills, Gallagher adjusted from 7.20% to 7.15%), consisting of the Town Infrastructure and Capital Mill Levy, are available for the purpose of sizing the bonds, for a total of 62.432 mills (62 mills, Gallagher adjusted from 7.20% to 7.15%)
- Specific Ownership Tax revenues have been estimated at 6.0% of annual projected property tax collections, and also included in the sizing of the bonds.
- Development fee revenues, generally consisting of water tap fees, have also been included in the revenues streams used to size bonds in the model, in the amounts of \$25,000 per Single Family Dwelling/Duplex, \$20,000 per Townhome/Condo/Apartment, and estimates of fees attributable to SFEs necessary for the commercial property within the Districts. These fees also include the Chambers Highpoint development (not within the Districts).
- The District is modeled to issue senior bonds in December 2021 with a par of \$71,045,000.
- It is projected that 98% of property taxes levied will be collected and available to the District.

Estimate of Potential Bonding Capacity

Total bonding capacity based on the assumptions outlined, is projected to be approximately \$88,806,250, which is 125% of \$71,045,000, or the par amount of the 2021 bonds as shown in the model.

Based upon the development assumptions provided and the financial assumptions contained in the attached projected Financing Plan for the Districts' amended Service Plans, the projected revenue is sufficient to retire all Debt referenced in the Financing Plan within the restrictions set forth in the Districts' Service Plans, including but not limited to the maximum debt mill levies and mill levy imposition terms permitted.

The assumptions disclosed in the Financial Plan are those of the Developer and have not been independently reviewed by D.A. Davidson. Those assumptions identified are believed to be the significant factors in determining financial feasibility; however, they are likely not to be all-inclusive. There will be differences between forecasted and actual results, because events and circumstances frequently do not occur as projected, and those differences may be material. Key assumptions — like those relating to market values of real property improvements and the build out schedule of such property — are particularly sensitive in terms of the timing necessary to create the tax base for the Districts. A small variation in these variables, and to their timing, can have a large effect on the forecasted results. There is a high probability that the forecasted results will differ from realized future tax base factors and such variations can be material. Additionally, other key assumptions relating to inflation, assessment ratios, interest rates, and infrastructure, administrative, and operating costs may, and likely will, vary from those projected.

Because D.A. Davidson has not independently evaluated or reviewed the assumptions that the financial model is based upon, we do not vouch for the achievability (and disclaim any opinion) of the information provided. Furthermore, because of the inherent nature of future events, which are subject to change and variation as events and circumstances change, the actual results may vary materially from the results presented here. D.A. Davidson has no responsibility or obligation to update this information or this financial model for events occurring after the date of this report.

D.A. Davidson serves as the Districts' underwriter and not as financial advisor or municipal advisor. Unlike a municipal advisor, D.A. Davidson does not have a fiduciary duty to the Districts under the federal securities laws.

Respectfully submitted,

D.A. Davidson & Co. Fixed Income Capital Markets



Laci Knowles
Senior Vice President

BELFORD NORTH AND BELFORD SOUTH METROPOLITAN DISTRICTS

Development Projection @ 57.398 (target) District + 5.034 (target) Infrastructure Cap. Mills for Debt Service -- 07/28/2020

Series 2021, G.O. Bonds, Non-Rated, 100x, 40-yr. Maturity -- SERVICE PLAN



YEAR	Total Res't Units	Mkt Value Biennial Reasses'mt @ 4.0%	Manual Adj. ¹	Cumulative Market Value	As'd Value* @ 7.15% of Market (2-yr lag)	< Platted/Developed Lots >			< < < < < < Residential > > > > > > >			< < < < < < Commercial > > > > > > >			As'd Value @ 29.00% of Market (2-yr lag)	Total Collected Assessed Value
						Cumulative Market Value	As'd Value @ 29.00% of Market (2-yr lag)	Total Comm'l SF	Biennial Reasses'mt @ 4.0%	Cumulative Market Value	As'd Value @ 29.00% of Market (2-yr lag)					
2019	0		1,591,888	1,591,888		3,966		0	0	0						114,970
2020	0		0	1,591,888		2,559,384		0	0	0					0	114,970
2021	52		(1,591,888)	26,105,717	113,820	8,487,223	1,150	121,700	0	15,827,085	0			0	0	856,041
2022	178	1,044,229		99,623,929	113,820	8,461,299	742,221	121,700	0	31,970,712	0			0	0	4,327,853
2023	178			173,272,284	1,866,559	2,870,500	2,461,295	121,700	0	49,702,509	4,589,855			0	0	14,166,742
2024	37	6,930,891		194,821,421	7,123,111	0	2,453,777	121,600	1,278,828	49,702,509	9,271,506			0	0	22,492,920
2025	0			194,821,421	12,388,968	0	832,445	0	1,988,100	51,690,609	14,413,728			0	0	28,343,459
2026	0	7,792,857		202,614,278	13,929,732	0	0	0	2,067,624	53,758,234	14,990,277			0	0	29,477,198
2027	0			202,614,278	14,486,921	0	0	0	2,150,329	55,908,563	15,589,888			0	0	30,656,286
2028	0	8,104,571		210,718,849	15,066,398	0	0	0	2,236,343	58,144,906	16,213,483			0	0	31,882,537
2029	0	8,428,754		219,147,603	15,669,054	0	0	0	2,325,796	60,470,702	16,862,023			0	0	33,157,838
2030	0	8,765,904		227,913,508	16,295,816	0	0	0	2,418,828	62,889,530	17,536,504			0	0	34,484,152
2031	0			227,913,508	16,947,648	0	0	0	2,515,581	65,405,111	18,237,964			0	0	35,863,518
2032	0	9,116,540		237,030,048	17,625,554	0	0	0	2,616,204	68,021,316	18,967,482			0	0	35,863,518
2033	0	9,481,202		246,511,250	18,330,577	0	0	0	2,720,853	70,742,168	19,726,182			0	0	37,298,059
2034	0	9,860,450		256,371,700	18,330,577	0	0	0	2,829,687	73,571,855	20,515,229			0	0	38,789,981
2035	0	10,254,868		266,626,568	19,063,800	0	0	0	2,942,874	76,514,729	21,335,838			0	0	40,341,580
2036	0	10,665,063		277,291,630	19,826,352	0	0	0	3,060,589	79,575,318	22,189,271			0	0	41,955,244
2037	0	11,091,665		288,383,296	20,619,406	0	0	0	3,183,013	82,758,331	23,076,842			0	0	43,633,453
2038	0	11,535,332		299,918,627	21,444,182	0	0	0	3,310,333	86,068,664	23,999,916			0	0	45,378,791
2039	0	11,996,745		311,915,373	22,301,949	0	0	0	3,442,747	89,511,411	24,959,913			0	0	47,193,943
2040	0	12,476,615		324,391,987	23,194,027	0	0	0	3,580,456	93,091,867	25,958,309			0	0	49,081,701
2041	0	12,975,679		337,367,667	24,121,788	0	0	0	3,723,675	96,815,542	26,996,641			0	0	51,044,969
2042	0	13,494,707		350,862,374	25,086,660	0	0	0	3,872,622	100,688,164	28,076,507			0	0	53,086,768
2043	0			350,862,374	26,090,126	0	0	0						0	0	55,210,238
2044	0			364,896,869	26,090,126	0	0	0						0	0	
2045	0			379,492,743	27,133,731	0	0	0						0	0	
2046	0			379,492,743	27,133,731	0	0	0						0	0	
2047	0			394,672,453	27,133,731	0	0	0						0	0	
2048	0			394,672,453	27,133,731	0	0	0						0	0	
2049	0					0	0	0						0	0	
2050	0					0	0	0						0	0	
2051	0					0	0	0						0	0	
2052	0					0	0	0						0	0	
2053	0					0	0	0						0	0	
2054	0					0	0	0						0	0	
2055	0					0	0	0						0	0	
2056	0					0	0	0						0	0	
2057	0					0	0	0						0	0	
2058	0					0	0	0						0	0	
2059	0					0	0	0						0	0	
2060	0					0	0	0						0	0	
2061	0					0	0	0						0	0	
445	207,826,152	0						365,000	52,264,483							

[1] Adj. to actual/prelim. AV

BELFORD NORTH AND BELFORD SOUTH METROPOLITAN DISTRICTS

Development Projection @ 57.398 (target) District + 5.034 (target) Infrastructure Cap. Mills for Debt Service -- 07/28/2020

Series 2021, G.O. Bonds, Non-Rated, 100x, 40-yr. Maturity -- SERVICE PLAN



YEAR	District Mill Levy [57.398 target]	Total Collections @ 98%	S.O. Taxes Collected @ 6%	Infra. Capital Mill Levy [5.034 target]	Total Collections @ 98%	S.O. Taxes Collected @ 6%	Total CHIP Dev. Fees*	Total BNMD & BSMD Fees Collected	Total Available Revenue
2019	0.000	0	0	0.000	0	0	0	0	0
2020	57.398	6,467	388	5.034	567	34	0	0	1,307,456
2021	57.398	48,152	2,889	5.034	4,223	253	3,480,000	4,313,854	7,849,372
2022	57.398	243,442	14,607	5.034	21,351	1,281	3,480,000	4,308,854	8,069,534
2023	57.398	796,880	47,813	5.034	69,889	4,193	3,440,000	1,058,592	5,417,367
2024	57.398	1,265,228	75,914	5.034	110,965	6,658	105,000	0	1,563,764
2025	57.398	1,594,321	95,659	5.034	139,827	8,390	0	0	1,838,197
2026	57.398	1,658,094	99,486	5.034	145,420	8,725	0	0	1,911,725
2027	57.398	1,658,094	99,486	5.034	145,420	8,725	0	0	1,911,725
2028	57.398	1,724,417	103,465	5.034	151,237	9,074	0	0	1,988,194
2029	57.398	1,724,417	103,465	5.034	151,237	9,074	0	0	1,988,194
2030	57.398	1,793,394	107,604	5.034	157,287	9,437	0	0	2,067,722
2031	57.398	1,793,394	107,604	5.034	157,287	9,437	0	0	2,067,722
2032	57.398	1,865,130	111,908	5.034	163,578	9,815	0	0	2,150,430
2033	57.398	1,865,130	111,908	5.034	163,578	9,815	0	0	2,150,430
2034	57.398	1,939,735	116,384	5.034	170,121	10,207	0	0	2,236,448
2035	57.398	1,939,735	116,384	5.034	170,121	10,207	0	0	2,236,448
2036	57.398	2,017,324	121,039	5.034	176,926	10,616	0	0	2,325,906
2037	57.398	2,017,324	121,039	5.034	176,926	10,616	0	0	2,325,906
2038	57.398	2,098,017	125,881	5.034	184,003	11,040	0	0	2,418,942
2039	57.398	2,098,017	125,881	5.034	184,003	11,040	0	0	2,418,942
2040	57.398	2,181,938	130,916	5.034	191,363	11,482	0	0	2,515,699
2041	57.398	2,181,938	130,916	5.034	191,363	11,482	0	0	2,515,699
2042	57.398	2,269,216	136,153	5.034	199,018	11,941	0	0	2,616,327
2043	57.398	2,269,216	136,153	5.034	199,018	11,941	0	0	2,616,327
2044	57.398	2,359,984	141,599	5.034	206,979	12,419	0	0	2,720,981
2045	57.398	2,359,984	141,599	5.034	206,979	12,419	0	0	2,720,981
2046	57.398	2,454,383	147,263	5.034	215,258	12,915	0	0	2,829,820
2047	57.398	2,454,383	147,263	5.034	215,258	12,915	0	0	2,829,820
2048	57.398	2,552,559	153,154	5.034	223,868	13,432	0	0	2,943,013
2049	57.398	2,552,559	153,154	5.034	223,868	13,432	0	0	2,943,013
2050	57.398	2,654,661	159,280	5.034	232,823	13,969	0	0	3,060,733
2051	57.398	2,654,661	159,280	5.034	232,823	13,969	0	0	3,060,733
2052	57.398	2,760,848	165,651	5.034	242,136	14,528	0	0	3,183,162
2053	57.398	2,760,848	165,651	5.034	242,136	14,528	0	0	3,183,162
2054	57.398	2,871,282	172,277	5.034	251,821	15,109	0	0	3,310,489
2055	57.398	2,871,282	172,277	5.034	251,821	15,109	0	0	3,310,489
2056	57.398	2,986,133	179,168	5.034	261,894	15,714	0	0	3,442,908
2057	57.398	2,986,133	179,168	5.034	261,894	15,714	0	0	3,442,908
2058	57.398	3,105,578	186,335	5.034	272,370	16,342	0	0	3,580,625
2059	57.398	3,105,578	186,335	5.034	272,370	16,342	0	0	3,580,625
2060	57.398	3,105,578	186,335	5.034	272,370	16,342	0	0	3,580,625
2061	57.398	84,134,195	5,048,052	5.034	7,378,855	442,731	10,505,000	10,981,300	118,490,133

[*] Per revised Development Projections ("Jul0620")

BELFORD NORTH AND BELFORD SOUTH METROPOLITAN DISTRICTS

Development Projection @ 57.398 (target) District + 5.034 (target) Infrastructure Cap. Mills for Debt Service -- 07/28/2020

Series 2021, G.O. Bonds, Non-Rated, 100x, 40-yr. Maturity -- SERVICE PLAN



YEAR	Net Available for Debt Svc	Ser. 2021 \$71,045,000 Par [Net \$65.594 MM] Net Debt Service	Annual Surplus	Surplus Release @ to \$7104,500	Cumulative Surplus \$7,104,500 Target	Debt/ Assessed Ratio	Net D/S Coverage @ Cap	Net D/S Coverage @ Cap + Fees
2019	0		1,307,456		1,307,456	8299%	n/a	n/a
2020	1,307,456	\$0	3,545	0	1,311,001	1509%	1%	100%
2021	7,849,372	7,845,828	3,332	0	1,314,333	418%	3%	100%
2022	8,069,534	8,066,203	2,295	0	1,316,627	247%	17%	100%
2023	5,417,367	5,415,073	(73,044)	0	1,243,583	196%	89%	96%
2024	1,563,764	1,636,808	1,389	0	1,244,973	195%	100%	100%
2025	1,838,197	1,836,808	2,289	0	1,247,262	187%	100%	100%
2026	1,838,197	1,835,908	1,865	0	1,249,127	186%	100%	100%
2027	1,911,725	1,909,860	272	0	1,249,400	178%	100%	100%
2028	1,911,725	1,911,453	444	0	1,249,843	177%	100%	100%
2029	1,988,194	1,987,750	1,654	0	1,251,497	169%	100%	100%
2030	1,988,194	1,986,540	2,687	0	1,254,184	167%	100%	100%
2031	2,067,722	2,065,035	1,847	0	1,256,030	159%	100%	100%
2032	2,067,722	2,065,875	4,158	0	1,260,188	157%	100%	100%
2033	2,150,430	2,146,273	1,563	0	1,261,751	150%	100%	100%
2034	2,150,430	2,148,868	575	0	1,262,326	147%	100%	100%
2035	2,236,448	2,235,873	1,668	0	1,263,994	140%	100%	100%
2036	2,236,448	2,234,780	2,808	0	1,266,802	137%	100%	100%
2037	2,325,906	2,323,098	2,736	0	1,269,538	130%	100%	100%
2038	2,325,906	2,323,170	1,437	0	1,270,974	127%	100%	100%
2039	2,418,942	2,417,505	642	0	1,271,616	120%	100%	100%
2040	2,418,942	2,418,300	2,489	0	1,274,106	117%	100%	100%
2041	2,515,699	2,513,210	1,267	0	1,275,373	109%	100%	100%
2042	2,515,699	2,514,433	1,705	0	1,277,078	106%	100%	100%
2043	2,616,327	2,614,623	497	0	1,277,575	99%	100%	100%
2044	2,616,327	2,615,830	5,123	0	1,282,698	95%	100%	100%
2045	2,720,981	2,715,858	4,226	0	1,286,924	88%	100%	100%
2046	2,720,981	2,716,755	3,495	0	1,290,418	84%	100%	100%
2047	2,829,820	2,826,325	3,497	0	1,293,916	77%	100%	100%
2048	2,829,820	2,826,323	3,168	0	1,297,083	73%	100%	100%
2049	2,943,013	2,939,845	4,513	0	1,301,596	66%	100%	100%
2050	2,943,013	2,938,500	201	0	1,301,796	61%	100%	100%
2051	3,060,733	3,060,533	3,478	0	1,305,274	54%	100%	100%
2052	3,060,733	3,057,255	955	0	1,306,229	49%	100%	100%
2053	3,183,162	3,182,208	1,607	0	1,307,837	43%	100%	100%
2054	3,183,162	3,181,555	1,651	0	1,309,488	38%	100%	100%
2055	3,310,489	3,308,838	269	0	1,309,757	31%	100%	100%
2056	3,310,489	3,310,220	3,666	0	1,313,423	25%	100%	100%
2057	3,442,908	3,439,243	838	0	1,314,261	19%	100%	100%
2058	3,442,908	3,442,070	3,382	0	1,317,643	13%	100%	100%
2059	3,580,625	3,577,243	4,461	1,322,105	0	0%	100%	100%
2060	3,580,625	3,576,164						
2061	1,18,490,133	117,168,029	1,322,105	1,322,105				

[G:\u2220 21\mapsg]

BELFORD NORTH AND BELFORD SOUTH METROPOLITAN DISTRICTS

Operations Revenue and Expense Projection



YEAR	Total Assessed Value	General Fund Mill Levy [10.069]	Total Collections @ 98%	S.O. Taxes Collected @ 6%	Total Available For O&M	T.C. & Maint. Mill Levy [5.034]	Total Collections @ 98%	S.O. Taxes Collected @ 6%	Total Available For TC&M	Total Mills
2019	114,970	0.000	0	0	0	0.000	0	0	0	0.000
2020	114,970	5.034	567	34	601	5.034	567	34	601	72.500
2021	856,041	5.034	4,223	253	4,477	5.034	4,223	253	4,477	72.500
2022	4,327,853	5.034	21,351	1,281	22,632	5.034	21,351	1,281	22,632	72.500
2023	14,166,742	5.034	69,889	4,193	74,082	5.034	69,889	4,193	74,082	72.500
2024	22,492,920	5.034	110,965	6,658	117,623	5.034	110,965	6,658	117,623	72.500
2025	28,343,459	5.034	139,827	8,390	148,217	5.034	139,827	8,390	148,217	72.500
2026	29,477,198	5.034	145,420	8,725	154,146	5.034	145,420	8,725	154,146	72.500
2027	30,656,286	5.034	151,237	9,074	160,312	5.034	151,237	9,074	160,312	72.500
2028	31,882,537	5.034	157,287	9,437	166,724	5.034	157,287	9,437	166,724	72.500
2029	31,882,537	5.034	157,287	9,437	166,724	5.034	157,287	9,437	166,724	72.500
2030	33,157,838	5.034	163,578	9,815	173,393	5.034	163,578	9,815	173,393	72.500
2031	33,157,838	5.034	163,578	9,815	173,393	5.034	163,578	9,815	173,393	72.500
2032	34,484,152	5.034	170,121	10,207	180,329	5.034	170,121	10,207	180,329	72.500
2033	34,484,152	5.034	170,121	10,207	180,329	5.034	170,121	10,207	180,329	72.500
2034	35,863,518	5.034	176,926	10,616	187,542	5.034	176,926	10,616	187,542	72.500
2035	37,298,059	5.034	184,003	11,040	195,043	5.034	184,003	11,040	195,043	72.500
2036	37,298,059	5.034	184,003	11,040	195,043	5.034	184,003	11,040	195,043	72.500
2037	38,769,981	5.034	191,363	11,482	202,845	5.034	191,363	11,482	202,845	72.500
2038	38,769,981	5.034	191,363	11,482	202,845	5.034	191,363	11,482	202,845	72.500
2039	40,341,580	5.034	199,018	11,941	210,959	5.034	199,018	11,941	210,959	72.500
2040	40,341,580	5.034	199,018	11,941	210,959	5.034	199,018	11,941	210,959	72.500
2041	41,955,244	5.034	206,979	12,419	219,397	5.034	206,979	12,419	219,397	72.500
2042	41,955,244	5.034	206,979	12,419	219,397	5.034	206,979	12,419	219,397	72.500
2043	43,633,453	5.034	215,258	12,915	228,173	5.034	215,258	12,915	228,173	72.500
2044	43,633,453	5.034	215,258	12,915	228,173	5.034	215,258	12,915	228,173	72.500
2045	45,378,791	5.034	223,868	13,432	237,300	5.034	223,868	13,432	237,300	72.500
2046	45,378,791	5.034	223,868	13,432	237,300	5.034	223,868	13,432	237,300	72.500
2047	47,193,943	5.034	232,823	13,969	246,792	5.034	232,823	13,969	246,792	72.500
2048	47,193,943	5.034	232,823	13,969	246,792	5.034	232,823	13,969	246,792	72.500
2049	49,081,701	5.034	242,136	14,528	256,664	5.034	242,136	14,528	256,664	72.500
2050	49,081,701	5.034	242,136	14,528	256,664	5.034	242,136	14,528	256,664	72.500
2051	51,044,969	5.034	251,821	15,109	266,930	5.034	251,821	15,109	266,930	72.500
2052	51,044,969	5.034	251,821	15,109	266,930	5.034	251,821	15,109	266,930	72.500
2053	53,086,768	5.034	261,894	15,714	277,608	5.034	261,894	15,714	277,608	72.500
2054	53,086,768	5.034	261,894	15,714	277,608	5.034	261,894	15,714	277,608	72.500
2055	55,210,238	5.034	272,370	16,342	288,712	5.034	272,370	16,342	288,712	72.500
2056	55,210,238	5.034	272,370	16,342	288,712	5.034	272,370	16,342	288,712	72.500
2057										
2058										
2059										
2060										
2061										
			7,378,855	442,731	7,821,587		7,378,855	442,731	7,821,587	

BELFORD NORTH AND BELFORD SOUTH METROPOLITAN DISTRICTS
Development Summary
 Development Projection (sc1) - Buildout (updated 7/28/20)

Residential Development

Product Type	SFD - H	SFD - G	Duplex - H	TH - G	Condo - G	Belford North Apts	Chambers HP - SFD	Chambers HP - TH	Res'l Totals
MV \$ ('20)	\$572,220	\$624,240	\$468,180	\$365,000	\$182,070	\$225,000	\$600,000	\$400,000	
2020	-	-	-	-	-	-	-	-	-
2021	12	-	40	-	-	-	-	-	52
2022	30	17	40	36	55	-	-	-	178
2023	30	16	40	37	55	-	-	-	178
2024	-	-	-	37	-	-	-	-	37
2025	-	-	-	-	-	-	-	-	-
2026	-	-	-	-	-	-	-	-	-
2027	-	-	-	-	-	-	-	-	-
2028	-	-	-	-	-	-	-	-	-
2029	-	-	-	-	-	-	-	-	-
2030	-	-	-	-	-	-	-	-	-
2031	-	-	-	-	-	-	-	-	-
2032	-	-	-	-	-	-	-	-	-
2033	-	-	-	-	-	-	-	-	-
2034	-	-	-	-	-	-	-	-	-
2035	-	-	-	-	-	-	-	-	-
MV @ Full Buildout (base prices;un-infl.)	72	33	120	110	110	-	-	-	445
	\$41,199,840	\$20,599,920	\$56,181,600	\$40,150,000	\$20,027,700	\$0	\$0	\$0	\$178,159,060

notes:
 Platted/Dev Lots = 10% MV; one-yr prior
 Base MV \$ inflated 2% per annum
 Resl Fac. Fees = \$25K/SFD+Duplex; \$20K/TH+Condo+Apts
 Comm'l Fac. Fees = \$2.62/SF

BELFORD NORTH AND BELFORD SOUTH METROPOLITAN DISTRICTS

Development Summary

Development Projection (sc1) - Buildout (updated 7/28/20)

Commercial Development

Product Type	BN - Office / Flex 1	BN - Office / Flex 2	BN - Retail Strip	BN - Retail Pads	BN - Industrial
MV \$ ('20)	\$175/sf	\$175/sf	\$175/sf	\$175/sf	\$125/sf
2020	-	-	-	-	-
2021	-	-	-	-	-
2022	-	-	-	-	121,700
2023	-	-	-	-	121,700
2024	-	-	-	-	121,600
2025	-	-	-	-	-
2026	-	-	-	-	-
2027	-	-	-	-	-
2028	-	-	-	-	-
2029	-	-	-	-	-
2030	-	-	-	-	-
2031	-	-	-	-	-
2032	-	-	-	-	-
2033	-	-	-	-	-
2034	-	-	-	-	-
2035	-	-	-	-	-
Comm'l Totals					365,000
MV @ Full Buildout (base prices;un-infl.)					\$45,625,000

Platted/Dev Lots = 10% MV; one-yr prior
 Base MV \$ inflated 2% per annum
 Resl Fac. Fees = \$25K/SFD+Duplex; \$20K/TH+Condo+Apts
 Comm'l Fac. Fees = \$2.62/SF

SOURCES AND USES OF FUNDS

**BELFORD NORTH AND BELFORD SOUTH METROPOLITAN DISTRICTS
GENERAL OBLIGATION BONDS, SERIES 2021
57.398 (target) District + 5.034 (target) Infrastructure Cap. Mills
Non-Rated, 100x, 40-yr. Maturity
(SERVICE PLAN: Full Growth + 4.00% Bi-Reassessment Projections)
[Preliminary -- for discussion only]**

Dated Date	12/01/2021
Delivery Date	12/01/2021

Sources:

Bond Proceeds:	
Par Amount	71,045,000.00
	71,045,000.00

Uses:

Project Fund Deposits:	
Project Funds	65,594,486.17
Other Fund Deposits:	
Debt Service Reserve Fund	3,779,613.83
Cost of Issuance:	
Other Cost of Issuance	250,000.00
Underwriter's Discount:	
Other Underwriter's Discount	1,420,900.00
	71,045,000.00

The debt limit based on Parker's calculation requirements is \$88,806,250 (125% of the \$71,045,000 principal amount of this bond).

BOND PRICING

BELFORD NORTH AND BELFORD SOUTH METROPOLITAN DISTRICTS
GENERAL OBLIGATION BONDS, SERIES 2021
57.398 (target) District + 5.034 (target) Infrastructure Cap. Mills
Non-Rate*d, 100x, 40-yr. Maturity
(SERVICE PLAN: Full Growth + 4.00% Bi-Reassessment Projections)
[Preliminary -- for discussion only]

Bond Component	Maturity Date	Amount	Rate*	Yield	Price
Term Bond due 2061:					
	12/01/2022	5,750,000	2.950%	2.950%	100.000
	12/01/2023	6,140,000	2.950%	2.950%	100.000
	12/01/2024	3,670,000	2.950%	2.950%	100.000
	12/01/2026	200,000	2.950%	2.950%	100.000
	12/01/2027	205,000	2.950%	2.950%	100.000
	12/01/2028	285,000	2.950%	2.950%	100.000
	12/01/2029	295,000	2.950%	2.950%	100.000
	12/01/2030	380,000	2.950%	2.950%	100.000
	12/01/2031	390,000	2.950%	2.950%	100.000
	12/01/2032	480,000	2.950%	2.950%	100.000
	12/01/2033	495,000	2.950%	2.950%	100.000
	12/01/2034	590,000	2.950%	2.950%	100.000
	12/01/2035	610,000	2.950%	2.950%	100.000
	12/01/2036	715,000	2.950%	2.950%	100.000
	12/01/2037	735,000	2.950%	2.950%	100.000
	12/01/2038	845,000	2.950%	2.950%	100.000
	12/01/2039	870,000	2.950%	2.950%	100.000
	12/01/2040	990,000	2.950%	2.950%	100.000
	12/01/2041	1,020,000	2.950%	2.950%	100.000
	12/01/2042	1,145,000	2.950%	2.950%	100.000
	12/01/2043	1,180,000	2.950%	2.950%	100.000
	12/01/2044	1,315,000	2.950%	2.950%	100.000
	12/01/2045	1,355,000	2.950%	2.950%	100.000
	12/01/2046	1,495,000	2.950%	2.950%	100.000
	12/01/2047	1,540,000	2.950%	2.950%	100.000
	12/01/2048	1,695,000	2.950%	2.950%	100.000
	12/01/2049	1,745,000	2.950%	2.950%	100.000
	12/01/2050	1,910,000	2.950%	2.950%	100.000
	12/01/2051	1,965,000	2.950%	2.950%	100.000
	12/01/2052	2,145,000	2.950%	2.950%	100.000
	12/01/2053	2,205,000	2.950%	2.950%	100.000
	12/01/2054	2,395,000	2.950%	2.950%	100.000
	12/01/2055	2,465,000	2.950%	2.950%	100.000
	12/01/2056	2,665,000	2.950%	2.950%	100.000
	12/01/2057	2,745,000	2.950%	2.950%	100.000
	12/01/2058	2,955,000	2.950%	2.950%	100.000
	12/01/2059	3,045,000	2.950%	2.950%	100.000
	12/01/2060	3,270,000	2.950%	2.950%	100.000
	12/01/2061	7,145,000	2.950%	2.950%	100.000
		71,045,000			

Dated Date	12/01/2021	
Delivery Date	12/01/2021	
First Coupon	06/01/2022	
Par Amount	71,045,000.00	
Original Issue Discount		
Production	71,045,000.00	100.000000%
Underwriter's Discount	-1,420,900.00	-2.000000%
Purchase Price	69,624,100.00	98.000000%
Accrued Interest		
Net Proceeds	69,624,100.00	

[*] 30-yr AAA MMD (7/21/20) + 150bps.

BOND SUMMARY STATISTICS

BELFORD NORTH AND BELFORD SOUTH METROPOLITAN DISTRICTS
GENERAL OBLIGATION BONDS, SERIES 2021
57.398 (target) District + 5.034 (target) Infrastructure Cap. Mills
Non-Rated, 100x, 40-yr. Maturity
(SERVICE PLAN: Full Growth + 4.00% Bi-Reassessment Projections)
[Preliminary -- for discussion only]

Dated Date	12/01/2021
Delivery Date	12/01/2021
First Coupon	06/01/2022
Last Maturity	12/01/2061
Arbitrage Yield	2.950000%
True Interest Cost (TIC)	3.081540%
Net Interest Cost (NIC)	2.950000%
All-In TIC	3.105158%
Average Coupon	2.950000%
Average Life (years)	23.810
Weighted Average Maturity (years)	23.810
Duration of Issue (years)	15.485
Par Amount	71,045,000.00
Bond Proceeds	71,045,000.00
Total Interest	49,902,642.50
Net Interest	51,323,542.50
Bond Years from Dated Date	1,691,615,000.00
Bond Years from Delivery Date	1,691,615,000.00
Total Debt Service	120,947,642.50
Maximum Annual Debt Service	8,066,202.50
Average Annual Debt Service	3,023,691.06
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	20.000000
Total Underwriter's Discount	20.000000
Bid Price	98.000000

Bond Component	Par Value	Price	Average Coupon	Average Life	Average Maturity Date	PV of 1 bp change
Term Bond due 2061	71,045,000.00	100.000	2.950%	23.810	09/22/2045	166,245.30
	71,045,000.00			23.810		166,245.30

	TIC	All-In TIC	Arbitrage Yield
Par Value	71,045,000.00	71,045,000.00	71,045,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount	-1,420,900.00	-1,420,900.00	
- Cost of Issuance Expense		-250,000.00	
- Other Amounts			
Target Value	69,624,100.00	69,374,100.00	71,045,000.00
Target Date	12/01/2021	12/01/2021	12/01/2021
Yield	3.081540%	3.105158%	2.950000%

BOND DEBT SERVICE

BELFORD NORTH AND BELFORD SOUTH METROPOLITAN DISTRICTS
GENERAL OBLIGATION BONDS, SERIES 2021
57.398 (target) District + 5.034 (target) Infrastructure Cap. Mills
Non-Rated, 100x, 40-yr. Maturity
(SERVICE PLAN: Full Growth + 4.00% Bi-Reassessment Projections)
[Preliminary -- for discussion only]

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
06/01/2022			1,047,913.75	1,047,913.75	
12/01/2022	5,750,000	2.950%	1,047,913.75	6,797,913.75	7,845,827.50
06/01/2023			963,101.25	963,101.25	
12/01/2023	6,140,000	2.950%	963,101.25	7,103,101.25	8,066,202.50
06/01/2024			872,536.25	872,536.25	
12/01/2024	3,670,000	2.950%	872,536.25	4,542,536.25	5,415,072.50
06/01/2025			818,403.75	818,403.75	
12/01/2025			818,403.75	818,403.75	1,636,807.50
06/01/2026			818,403.75	818,403.75	
12/01/2026	200,000	2.950%	818,403.75	1,018,403.75	1,836,807.50
06/01/2027			815,453.75	815,453.75	
12/01/2027	205,000	2.950%	815,453.75	1,020,453.75	1,835,907.50
06/01/2028			812,430.00	812,430.00	
12/01/2028	285,000	2.950%	812,430.00	1,097,430.00	1,909,860.00
06/01/2029			808,226.25	808,226.25	
12/01/2029	295,000	2.950%	808,226.25	1,103,226.25	1,911,452.50
06/01/2030			803,875.00	803,875.00	
12/01/2030	380,000	2.950%	803,875.00	1,183,875.00	1,987,750.00
06/01/2031			798,270.00	798,270.00	
12/01/2031	390,000	2.950%	798,270.00	1,188,270.00	1,986,540.00
06/01/2032			792,517.50	792,517.50	
12/01/2032	480,000	2.950%	792,517.50	1,272,517.50	2,065,035.00
06/01/2033			785,437.50	785,437.50	
12/01/2033	495,000	2.950%	785,437.50	1,280,437.50	2,065,875.00
06/01/2034			778,136.25	778,136.25	
12/01/2034	590,000	2.950%	778,136.25	1,368,136.25	2,146,272.50
06/01/2035			769,433.75	769,433.75	
12/01/2035	610,000	2.950%	769,433.75	1,379,433.75	2,148,867.50
06/01/2036			760,436.25	760,436.25	
12/01/2036	715,000	2.950%	760,436.25	1,475,436.25	2,235,872.50
06/01/2037			749,890.00	749,890.00	
12/01/2037	735,000	2.950%	749,890.00	1,484,890.00	2,234,780.00
06/01/2038			739,048.75	739,048.75	
12/01/2038	845,000	2.950%	739,048.75	1,584,048.75	2,323,097.50
06/01/2039			726,585.00	726,585.00	
12/01/2039	870,000	2.950%	726,585.00	1,596,585.00	2,323,170.00
06/01/2040			713,752.50	713,752.50	
12/01/2040	990,000	2.950%	713,752.50	1,703,752.50	2,417,505.00
06/01/2041			699,150.00	699,150.00	
12/01/2041	1,020,000	2.950%	699,150.00	1,719,150.00	2,418,300.00
06/01/2042			684,105.00	684,105.00	
12/01/2042	1,145,000	2.950%	684,105.00	1,829,105.00	2,513,210.00
06/01/2043			667,216.25	667,216.25	
12/01/2043	1,180,000	2.950%	667,216.25	1,847,216.25	2,514,432.50
06/01/2044			649,811.25	649,811.25	
12/01/2044	1,315,000	2.950%	649,811.25	1,964,811.25	2,614,622.50
06/01/2045			630,415.00	630,415.00	
12/01/2045	1,355,000	2.950%	630,415.00	1,985,415.00	2,615,830.00
06/01/2046			610,428.75	610,428.75	
12/01/2046	1,495,000	2.950%	610,428.75	2,105,428.75	2,715,857.50
06/01/2047			588,377.50	588,377.50	
12/01/2047	1,540,000	2.950%	588,377.50	2,128,377.50	2,716,755.00
06/01/2048			565,662.50	565,662.50	
12/01/2048	1,695,000	2.950%	565,662.50	2,260,662.50	2,826,325.00
06/01/2049			540,661.25	540,661.25	
12/01/2049	1,745,000	2.950%	540,661.25	2,285,661.25	2,826,322.50
06/01/2050			514,922.50	514,922.50	
12/01/2050	1,910,000	2.950%	514,922.50	2,424,922.50	2,939,845.00
06/01/2051			486,750.00	486,750.00	
12/01/2051	1,965,000	2.950%	486,750.00	2,451,750.00	2,938,500.00
06/01/2052			457,766.25	457,766.25	
12/01/2052	2,145,000	2.950%	457,766.25	2,602,766.25	3,060,532.50
06/01/2053			426,127.50	426,127.50	
12/01/2053	2,205,000	2.950%	426,127.50	2,631,127.50	3,057,255.00
06/01/2054			393,603.75	393,603.75	
12/01/2054	2,395,000	2.950%	393,603.75	2,788,603.75	3,182,207.50
06/01/2055			358,277.50	358,277.50	
12/01/2055	2,465,000	2.950%	358,277.50	2,823,277.50	3,181,555.00
06/01/2056			321,918.75	321,918.75	
12/01/2056	2,665,000	2.950%	321,918.75	2,986,918.75	3,308,837.50
06/01/2057			282,610.00	282,610.00	

BOND DEBT SERVICE

**BELFORD NORTH AND BELFORD SOUTH METROPOLITAN DISTRICTS
GENERAL OBLIGATION BONDS, SERIES 2021
57.398 (target) District + 5.034 (target) Infrastructure Cap. Mills
Non-Rated, 100x, 40-yr. Maturity
(SERVICE PLAN: Full Growth + 4.00% Bi-Reassessment Projections)
[Preliminary -- for discussion only]**

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
12/01/2057	2,745,000	2.950%	282,610.00	3,027,610.00	3,310,220.00
06/01/2058			242,121.25	242,121.25	
12/01/2058	2,955,000	2.950%	242,121.25	3,197,121.25	3,439,242.50
06/01/2059			198,535.00	198,535.00	
12/01/2059	3,045,000	2.950%	198,535.00	3,243,535.00	3,442,070.00
06/01/2060			153,621.25	153,621.25	
12/01/2060	3,270,000	2.950%	153,621.25	3,423,621.25	3,577,242.50
06/01/2061			105,388.75	105,388.75	
12/01/2061	7,145,000	2.950%	105,388.75	7,250,388.75	7,355,777.50
	71,045,000		49,902,642.50	120,947,642.50	120,947,642.50

NET DEBT SERVICE

BELFORD NORTH AND BELFORD SOUTH METROPOLITAN DISTRICTS
GENERAL OBLIGATION BONDS, SERIES 2021
57.398 (target) District + 5.034 (target) Infrastructure Cap. Mills
Non-Rated, 100x, 40-yr. Maturity
(SERVICE PLAN: Full Growth + 4.00% Bi-Reassessment Projections)
[Preliminary -- for discussion only]

Period Ending	Principal	Interest	Total Debt Service	Debt Service Reserve Fund	Net Debt Service
12/01/2022	5,750,000	2,095,827.50	7,845,827.50		7,845,827.50
12/01/2023	6,140,000	1,926,202.50	8,066,202.50		8,066,202.50
12/01/2024	3,670,000	1,745,072.50	5,415,072.50		5,415,072.50
12/01/2025		1,636,807.50	1,636,807.50		1,636,807.50
12/01/2026	200,000	1,636,807.50	1,836,807.50		1,836,807.50
12/01/2027	205,000	1,630,907.50	1,835,907.50		1,835,907.50
12/01/2028	285,000	1,624,860.00	1,909,860.00		1,909,860.00
12/01/2029	295,000	1,616,452.50	1,911,452.50		1,911,452.50
12/01/2030	380,000	1,607,750.00	1,987,750.00		1,987,750.00
12/01/2031	390,000	1,596,540.00	1,986,540.00		1,986,540.00
12/01/2032	480,000	1,585,035.00	2,065,035.00		2,065,035.00
12/01/2033	495,000	1,570,875.00	2,065,875.00		2,065,875.00
12/01/2034	590,000	1,556,272.50	2,146,272.50		2,146,272.50
12/01/2035	610,000	1,538,867.50	2,148,867.50		2,148,867.50
12/01/2036	715,000	1,520,872.50	2,235,872.50		2,235,872.50
12/01/2037	735,000	1,499,780.00	2,234,780.00		2,234,780.00
12/01/2038	845,000	1,478,097.50	2,323,097.50		2,323,097.50
12/01/2039	870,000	1,453,170.00	2,323,170.00		2,323,170.00
12/01/2040	990,000	1,427,505.00	2,417,505.00		2,417,505.00
12/01/2041	1,020,000	1,398,300.00	2,418,300.00		2,418,300.00
12/01/2042	1,145,000	1,368,210.00	2,513,210.00		2,513,210.00
12/01/2043	1,180,000	1,334,432.50	2,514,432.50		2,514,432.50
12/01/2044	1,315,000	1,299,622.50	2,614,622.50		2,614,622.50
12/01/2045	1,355,000	1,260,830.00	2,615,830.00		2,615,830.00
12/01/2046	1,495,000	1,220,857.50	2,715,857.50		2,715,857.50
12/01/2047	1,540,000	1,176,755.00	2,716,755.00		2,716,755.00
12/01/2048	1,695,000	1,131,325.00	2,826,325.00		2,826,325.00
12/01/2049	1,745,000	1,081,322.50	2,826,322.50		2,826,322.50
12/01/2050	1,910,000	1,029,845.00	2,939,845.00		2,939,845.00
12/01/2051	1,965,000	973,500.00	2,938,500.00		2,938,500.00
12/01/2052	2,145,000	915,532.50	3,060,532.50		3,060,532.50
12/01/2053	2,205,000	852,255.00	3,057,255.00		3,057,255.00
12/01/2054	2,395,000	787,207.50	3,182,207.50		3,182,207.50
12/01/2055	2,465,000	716,555.00	3,181,555.00		3,181,555.00
12/01/2056	2,665,000	643,837.50	3,308,837.50		3,308,837.50
12/01/2057	2,745,000	565,220.00	3,310,220.00		3,310,220.00
12/01/2058	2,955,000	484,242.50	3,439,242.50		3,439,242.50
12/01/2059	3,045,000	397,070.00	3,442,070.00		3,442,070.00
12/01/2060	3,270,000	307,242.50	3,577,242.50		3,577,242.50
12/01/2061	7,145,000	210,777.50	7,355,777.50	3,779,613.83	3,576,163.67
	71,045,000	49,902,642.50	120,947,642.50	3,779,613.83	117,168,028.67

BOND SOLUTION

**BELFORD NORTH AND BELFORD SOUTH METROPOLITAN DISTRICTS
GENERAL OBLIGATION BONDS, SERIES 2021
57.398 (target) District + 5.034 (target) Infrastructure Cap. Mills
Non-Rated, 100x, 40-yr. Maturity
(SERVICE PLAN: Full Growth + 4.00% Bi-Reassessment Projections)
[Preliminary -- for discussion only]**

Period Ending	Proposed Principal	Proposed Debt Service	Debt Service Adjustments	Total Adj Debt Service	Revenue Constraints	Unused Revenues	Debt Serv Coverage
12/01/2022	5,750,000	7,845,828		7,845,828	7,849,372	3,545	100.04518%
12/01/2023	6,140,000	8,066,203		8,066,203	8,069,534	3,332	100.04130%
12/01/2024	3,670,000	5,415,073		5,415,073	5,417,367	2,295	100.04237%
12/01/2025		1,636,808		1,636,808	1,563,764	-73,044	95.53744%
12/01/2026	200,000	1,836,808		1,836,808	1,838,197	1,389	100.07564%
12/01/2027	205,000	1,835,908		1,835,908	1,838,197	2,289	100.12470%
12/01/2028	285,000	1,909,860		1,909,860	1,911,725	1,865	100.09764%
12/01/2029	295,000	1,911,453		1,911,453	1,911,725	272	100.01425%
12/01/2030	380,000	1,987,750		1,987,750	1,988,194	444	100.02233%
12/01/2031	390,000	1,986,540		1,986,540	1,988,194	1,654	100.08325%
12/01/2032	480,000	2,065,035		2,065,035	2,067,722	2,687	100.13010%
12/01/2033	495,000	2,065,875		2,065,875	2,067,722	1,847	100.08938%
12/01/2034	590,000	2,146,273		2,146,273	2,150,430	4,158	100.19373%
12/01/2035	610,000	2,148,868		2,148,868	2,150,430	1,563	100.07273%
12/01/2036	715,000	2,235,873		2,235,873	2,236,448	575	100.02572%
12/01/2037	735,000	2,234,780		2,234,780	2,236,448	1,668	100.07462%
12/01/2038	845,000	2,323,098		2,323,098	2,325,906	2,808	100.12088%
12/01/2039	870,000	2,323,170		2,323,170	2,325,906	2,736	100.11775%
12/01/2040	990,000	2,417,505		2,417,505	2,418,942	1,437	100.05943%
12/01/2041	1,020,000	2,418,300		2,418,300	2,418,942	642	100.02654%
12/01/2042	1,145,000	2,513,210		2,513,210	2,515,699	2,489	100.09905%
12/01/2043	1,180,000	2,514,433		2,514,433	2,515,699	1,267	100.05039%
12/01/2044	1,315,000	2,614,623		2,614,623	2,616,327	1,705	100.06521%
12/01/2045	1,355,000	2,615,830		2,615,830	2,616,327	497	100.01902%
12/01/2046	1,495,000	2,715,858		2,715,858	2,720,981	5,123	100.18863%
12/01/2047	1,540,000	2,716,755		2,716,755	2,720,981	4,226	100.15554%
12/01/2048	1,695,000	2,826,325		2,826,325	2,829,820	3,495	100.12365%
12/01/2049	1,745,000	2,826,323		2,826,323	2,829,820	3,497	100.12374%
12/01/2050	1,910,000	2,939,845		2,939,845	2,943,013	3,168	100.10775%
12/01/2051	1,965,000	2,938,500		2,938,500	2,943,013	4,513	100.15357%
12/01/2052	2,145,000	3,060,533		3,060,533	3,060,733	201	100.00655%
12/01/2053	2,205,000	3,057,255		3,057,255	3,060,733	3,478	100.11376%
12/01/2054	2,395,000	3,182,208		3,182,208	3,183,162	955	100.03001%
12/01/2055	2,465,000	3,181,555		3,181,555	3,183,162	1,607	100.05052%
12/01/2056	2,665,000	3,308,838		3,308,838	3,310,489	1,651	100.04991%
12/01/2057	2,745,000	3,310,220		3,310,220	3,310,489	269	100.00812%
12/01/2058	2,955,000	3,439,243		3,439,243	3,442,908	3,666	100.10659%
12/01/2059	3,045,000	3,442,070		3,442,070	3,442,908	838	100.02436%
12/01/2060	3,270,000	3,577,243		3,577,243	3,580,625	3,382	100.09455%
12/01/2061	7,145,000	7,355,778	-3,779,614	3,576,164	3,580,625	4,461	100.12475%
	71,045,000	120,947,643	-3,779,614	117,168,029	117,182,677	14,648	

EXHIBIT G

Indemnification Letters

1. 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 _____ 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 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,

_____, Developer

By: _____

Title: _____

2. 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 _____ 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, _____ (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 \$387,000 per person and \$1,093,000 per occurrence) or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, § 24-10-101, *et seq.*, C.R.S., as 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 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).

3. This Letter has been duly authorized and executed on behalf of the District.

Very truly yours,

_____ Metropolitan District

By: _____
President

Attest:

By: _____
Secretary

EXHIBIT H

Intergovernmental Agreement

**SECOND AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT
BETWEEN THE TOWN OF PARKER, COLORADO, AND
BELFORD SOUTH METROPOLITAN DISTRICT**

THIS AGREEMENT (the “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 collectively referred to as the Parties.

WITNESSETH:

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

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

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

WHEREAS, the Town previously approved that certain Compark Village South Filing No. 1 Minor Development Plat, approved by Town Council on September 19, 2016, an Approved Development Plan for purposes of the Service Plan, and it is anticipated that the Town will in the future approve or enter into one or more additional Approved Development Plans (as defined in the Service Plan), all of which will identify, among other things, Public Improvements (as defined in the Service Plan) necessary for facilitating development for property within the Service Area and specific regional improvements necessary or desirable in connection with the impacts of the development of the Property (the “Regional Infrastructure”); and

WHEREAS, pursuant to an Approved Development Plan, the Town and District may share in the responsibilities for constructing and owning the Regional Infrastructure; and

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

WHEREAS, the Parties to this Agreement acknowledge the need for the Regional Infrastructure in order to accomplish the comprehensive development of the property located within the District’s Service Area (the “Property”); and

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

WHEREAS, in accordance with the provisions of the Service Plan and as further set forth herein, the District has agreed to levy a property tax of 5 mills that will be used for the planning, design, construction and maintenance of the Town Infrastructure (the “Town Capital and Maintenance Mill Levy”), and the District has conducted an election under TABOR to enable it to impose the Town Capital and Maintenance Mill Levy and to issue debt repayable from the Town Capital and Maintenance Mill Levy; and

WHEREAS, the Parties further acknowledge that the District will have certain ongoing administrative obligations, as well as maintenance obligations with regard to the Public Improvements and Regional Infrastructure, and in accordance with the provisions of the Service Plan, the District will levy a property tax (the “Operation and Maintenance Mill Levy”) for such purposes; and

WHEREAS, the Parties understand and agree it is contemplated that the District and the Belford North Metropolitan District (together, the “Districts”) may cooperate with each other concerning the planning, design, construction, ownership, operation and maintenance of certain infrastructure that benefits the taxpayers and inhabitants of the Districts’ combined Service Area, and that each of the Districts may additionally have its own particular infrastructure needs; and

WHEREAS, the Town and the District previously entered into that certain Amended and Restated Intergovernmental Agreement dated December 2, 2019 (the “First Amended and Restated IGA”), which First Amended and Restated IGA governed the relationship among the Parties; and

WHEREAS, the Parties have determined it to be in the best interests of their respective taxpayers, residents and property owners to enter into this Agreement to replace and supersede in its entirety the First Amended and Restated IGA in order to address the utilization of the various mill levies as well as certain other matters related to the organization, powers and authorities of the District; and

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

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

1. Infrastructure Capital Mill Levy. The District agrees to impose a property tax of 5 mills that shall be used for the planning, design and construction of the Regional Infrastructure. The utilization of the Infrastructure Capital Mill Levy is set forth on Exhibit A to this Agreement. The Town agrees that for economic efficiency in financing Regional Infrastructure, the District may pledge the Infrastructure Capital Mill Levy along with the District’s debt service mill levy for the purposes of financing Debt (as defined in the Service Plan), provided that the proceeds

generated from the pledge of the Infrastructure Capital Mill Levy may only be used to pay costs associated with Regional Infrastructure.

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

3. Operation and Maintenance Mill Levy. The District may impose a property tax of up to 10 mills, which shall be used for the ongoing administrative expenses of the District and for the maintenance of certain of the Public Improvements and Regional Infrastructure, as set forth on Exhibit C to this Agreement. 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 applicable Approved Development Plan(s), and other rules and regulations of the Town and applicable provisions of the Town Code. The District shall be authorized to own, operate and maintain the Public Improvements not otherwise required to be dedicated to the Town or other public entity. If the Public Improvements are owned by an entity other than the District, such entity shall be responsible for the operation and maintenance unless the District agrees to provide for the operation and maintenance of the Public Improvements pursuant to an agreement with such entity.

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

The District shall remit any revenues received by the District from the Mill Levies that are due to the Town as required herein no later than March 15 and June 30 each year, and the Town shall deposit and maintain such revenues in a separate fund earmarked specifically for use only as set forth in this Agreement (the "Belford Metropolitan District Fund"). Any revenues from the Mill Levies the District receives after June 30 that are due to the Town as required herein shall be remitted to the Town within 30 days of their receipt. The monies in the Belford South Metropolitan District Fund may be applied to any design, planning, engineering, surveying, construction

management, labor, materials, operations and administrative costs related to construction of the Regional Infrastructure and the Town Infrastructure as further detailed in this Agreement. On June 30 and December 31 of each year, the Town shall provide to the District an accounting of revenues received from the District attributable to the Infrastructure Capital Mill Levy or Town Capital and Maintenance Mill Levy, along with an itemization of expenditures made in major categories.

5. Operation and Maintenance of the Public Improvements. The District shall dedicate the Public Improvements to the Town or other appropriate jurisdiction or owners association in a manner consistent with all applicable Approved Development Plans, including but not limited to final approved plats, other rules and regulations of the Town, and applicable provisions of the Town Code. 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, or to own fee title to any real property, unless specifically provided for in an Approved Development Plan, this Agreement or a separate agreement with the Town.

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

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

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

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

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

We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by the District for the [insert the designation of the Debt] does not exceed a market

[tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

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

11. Total Debt Issuance. The District, together with Belford North Metropolitan District, shall not issue Debt in excess of \$56,700,000 in total aggregate principal amount, provided that such limitation shall not be applicable to refunding Bonds issued by the District to refund outstanding Debt. The Debt limitation shall not apply to the pledge of property tax or specific ownership tax revenues derived from mill levies or other revenues between the District and Belford North Metropolitan District.

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

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

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

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

16. Annual Report. The District shall submit an annual report ("Annual Report") to the Town no later than September 1st of each year following the Town's approval of the District's Service Plan, pursuant to Parker Municipal Code section 10.11.040 and containing the information

set forth in Section VII of the Service Plan. The District shall be not be required to file an annual report if the District has declared inactive status pursuant to Section 32-1-104, C.R.S. The Districts may file a consolidated Annual Report.

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

To the District: Belford South Metropolitan District
 c/o CliftonLarsonAllen LLP
 Attn: Bob Blodgett, District Manager
 8390 E. Crescent Parkway, Suite 300
 Greenwood Village, CO 80111
 Phone: 303-779-5710
 Fax: 303-779-0348
 Email: Bob.Blodgett@claconnect.com

With a copy to:

Belford South Metropolitan District
c/o Spencer Fane LLP
Attn: Tom George
1700 Lincoln Street, Suite 2000
Denver, CO 80203
Phone: 303-839-3800
Fax: 303-839-3838
Email: tgeorge@spencerfane.com

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

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

18. Cooperation among the Districts. Pursuant to the Service Plan, the Town acknowledges and agrees that the District may cooperate with Belford North Metropolitan District for the planning, design, financing, construction, acquisition, operation, or maintenance of the Public Improvements serving the Property, including the Regional Infrastructure, as may be set forth in one or more intergovernmental agreements among the Districts.

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. The pledge by either of the Districts between the Districts shall not be deemed an assignment hereunder.

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

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

E. Execution of Documents. This Agreement may be executed in as many as 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, supersedes and replaces all prior negotiations, representations, and agreements, including the First Amended and Restated IGA, between the parties hereto relating to the subject matter hereof and this Agreement, together with the Service Plan provisions that serve to supplement or complement this Agreement, constitutes the entire agreement between the Parties concerning the subject matter hereof.

M. No Waiver of Governmental Immunity. Notwithstanding any provision of this Agreement to the contrary, nothing in this Agreement shall be deemed a waiver of any protections afforded the Parties pursuant to Colorado law, including, but not limited to, the Colorado Governmental Immunity Act.

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

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

Town Attorney's Office

BELFORD SOUTH METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado

By: _____
_____, President
Belford South Metropolitan District

ATTEST:

Secretary

EXHIBIT A

Utilization of Infrastructure Capital Mill Levy

The revenues derived from the Infrastructure Capital Mill Levy may be retained by the District and used for the planning, design, financing, acquisition and/or construction of the following infrastructure and improvements, which infrastructure and improvements the Parties agree shall be considered Regional Infrastructure:

1. regional stormwater improvements, including but not limited to improvements associated with Green Acres Tributary and Happy Canyon Creek, and other regional stormwater channels and detention/retention facilities;
2. arterial streets, including but not limited to Belford Avenue and South Chambers Road, and appurtenances, including but not limited to traffic safety improvements;
3. right-of-way landscaping (edges and medians) along arterial street rights-of-way;
4. regional water and sanitary sewer improvements;
5. regional open space, regional trails, and other regional park and recreation improvements;
6. all other regional improvements specifically identified in an Approved Development Plan (as defined in the Service Plan) approved by the Town to be planned, designed and constructed by the District;
7. all other regional improvements that may be planned, designed, or constructed by either of the Districts.

EXHIBIT B

Utilization of Town Capital and Maintenance Mill Levy

Revenues derived from the Town Capital and Maintenance Mill Levy may be used by the Town for the purpose of funding capital costs or the costs of maintenance of Town Infrastructure necessary in connection with the impacts of development in the District, including the following:

1. maintenance and operation of all roadways, storm sewer, and associated items constructed within Town right-of-way;
2. maintenance and operation of regional roadways serving the District; and
3. maintenance and operation of all storm sewer, detention ponds, stream and channel improvements, and other stormwater conveyance infrastructure located on Town, HOA or District-owned property that is eligible for maintenance assistance through the Town's Stormwater Utility.

EXHIBIT C

Utilization of Operation and Maintenance Mill Levy

The District may use the revenues derived from the Operation and Maintenance Mill Levy for the ongoing administrative expenses of the District and the operation and maintenance of Public Improvements and Regional Infrastructure, which Public Improvements and Regional Infrastructure shall include but are not limited to the following:

1. regional stormwater improvements, including but not limited to regional stormwater channels and detention/retention facilities;
2. collector and arterial streets and appurtenances, including but not limited to traffic safety improvements;
3. right-of-way landscaping (edges and medians) along collector, arterial and other street rights-of-way;
4. regional water and sanitary sewer improvements;
5. regional open space, regional trails, and other regional park and recreation improvements;
6. all other regional improvements specifically identified in an Approved Development Plan (as defined in the Service Plan) approved by the Town to be owned, operated and/or maintained by the District;
7. community parks and recreation facilities and amenities and associated grounds and landscaping;
8. all other improvements and operations specifically identified in an Approved Development Plan approved by the Town to be owned, operated, maintained and/or provided by the District;
9. all improvements that may be planned, designed or constructed by the District until such time as such improvements are dedicated, conveyed or transferred to and accepted by the applicable accepting jurisdiction(s); and
10. all other improvements that may be owned, operated and/or maintained by either of the Districts.

EXHIBIT 2

Colorado Community Media
750 W. Hampden Ave. Suite 225
Englewood, CO 80110

Belford South Metro District (sf) **
C/O Spencer Fane LLP
1700 Lincoln Street, Suite 2000
Denver CO 80203

Description: No. 937900 belford south md 5030018.23

AFFIDAVIT OF PUBLICATION

State of Colorado }
County of Douglas } ss

This Affidavit of Publication for the Douglas County News Press, a weekly newspaper, printed and published for the County of Douglas, State of Colorado, hereby certifies that the attached legal notice was published in said newspaper once in each week, for 1 successive week(s), the last of which publication was made 9/10/2020, and that copies of each number of said paper in which said Public Notice was published were delivered by carriers or transmitted by mail to each of the subscribers of said paper, according to their accustomed mode of business in this office.



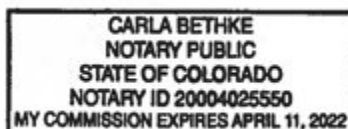
For the Douglas County News-Press

State of Colorado }
County of Douglas } ss

The above Affidavit and Certificate of Publication was subscribed and sworn to before by the above named Gerard Healey, publisher of said newspaper, who is personally known to me to be the identical person in the above certificate on 9/10/2020. Gerard Healey has verified to me that he has adopted an electronic signature to function as his signature on this document.

20004025550-750589

Carla Bethke
Notary Public
My commission ends April 11, 2022



Public Notice

TOWN OF PARKER, COUNTY OF DOUGLAS,
STATE OF COLORADO

NOTICE OF PUBLIC HEARING FOR AMENDED AND RESTATED SERVICE PLAN OF SPECIAL DISTRICT

IN RE THE SECOND AMENDED AND
RESTATED SERVICE PLAN FOR BELFORD
SOUTH METROPOLITAN DISTRICT, TOWN
OF PARKER, DOUGLAS COUNTY, STATE OF
COLORADO

NOTICE IS HEREBY GIVEN that, pursuant to §32-1-204(1), C.R.S., a Second Amended and Restated Service Plan (the "Service Plan") for Belford South Metropolitan District (the "District") has been filed and is available for public inspection in the office of the Town Clerk of the Town of Parker, Colorado.

A public hearing on the Service Plan will be held by the Town Council on **October 5, 2020, at 7:00 p.m.**, at Council Chambers, Parker Town Hall, 20120 East Mainstreet, Parker, CO 80138, or as soon thereafter as the Town Council may hear such matter. On March 13, 2020, the Parker Town Administrator did issue an Order Declaring a Local Disaster Emergency and pursuant to that Order has issued subsequent emergency orders, including but not limited to Emergency Order No. 4-2020, concerning Town Council Meetings, which may impact how public hearings in the Town of Parker are conducted. Information concerning these orders, and how to participate in public hearings, may be found on the Town website (<http://www.parkeronline.org>) and/or by contacting the Town Clerk's Office. These orders may, or may not, still be in effect at the time of the public hearing on the Service Plan.

The District is an existing metropolitan district organized under the provisions of Title 32, Colorado Revised Statutes. The purpose of the District is to finance, construct, acquire, own, operate and maintain public improvements such as water, streets, traffic and safety control, sanitation, storm sewers and drainage, park and recreation, transportation, and other improvements and services within the District's boundaries. The District's Maximum Debt Mill Levy will be 57 mills, its Infrastructure Capital Mill Levy will be 5 mills, its Town Capital and Maintenance Mill Levy will be 5 mills, and its Operations and Maintenance Mill Levy is anticipated to be 10 mills and will be set forth in an intergovernmental agreement between the District and the Town, all subject to the limitations and provisions set forth in the Service Plan.

A description of the land contained within the boundaries of the District is as follows: approximately 84.6 acres generally located south of interstate E-470 and west of S. Chambers Road in the Town of Parker, Douglas County, State of Colorado.

All protests and objections must be submitted in writing to the Town Clerk at or prior to the public hearing or any continuance or postponement thereof in order to be considered. All protests and objections to the Service plan shall be deemed to be waived unless presented at the time and in the manner specified in Section 32-1-203(3.5), C.R.S.

**BOARD OF DIRECTORS, BELFORD SOUTH
METROPOLITAN DISTRICT**

Legal Notice No. 937900
First Publication: September 10, 2020
Last Publication: September 10, 2020
Publisher: Douglas County News-Press

EXHIBIT 3

TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

CERTIFICATION OF MAILING AND PUBLICATION OF NOTICE OF HEARING

IN RE THE AMENDED AND RESTATED SERVICE PLAN FOR BELFORD SOUTH METROPOLITAN DISTRICT, TOWN OF PARKER, DOUGLAS COUNTY, STATE OF COLORADO

The undersigned does hereby certify that the NOTICE OF HEARING regarding the SECOND AMENDED AND RESTATED SERVICE PLAN for BELFORD SOUTH METROPOLITAN DISTRICT, as shown in **Exhibit A** attached hereto and incorporated herein by this reference, was mailed by first-class mail on or before September 14, 2020, to the owners of record of all property within the boundaries of the District and to all taxing entities within a 3-mile radius of the District, as such owners of record and taxing entities are listed on the records of the County Assessor and shown in **Exhibit B** attached hereto and incorporated herein by this reference.

The undersigned further certifies that the Notice of Public Hearing was also published in the Douglas County-News Press on September 10, 2020, as evidenced by the Affidavit of Publication attached hereto as **Exhibit C** and incorporated herein by this reference.

The mailing and publication of the Notice of Public Hearing has been pursuant to Section 32-1-204(1), C.R.S.



Wendi McLaughlin, Paralegal
Spencer Fane LLP
1700 Lincoln Street, Suite 2000
Denver, CO 80203

STATE OF COLORADO)
)
CITY AND COUNTY OF DENVER)

Subscribed and sworn to before me this 9th day of September, 2020, by Wendi McLaughlin, Paralegal.

Witness my hand and official seal.

(S E A L)



Notary Public

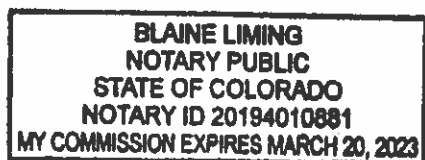


EXHIBIT A
NOTICE OF HEARING

TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

NOTICE OF PUBLIC HEARING FOR AMENDED AND RESTATED SERVICE PLAN OF SPECIAL DISTRICT

IN RE THE SECOND AMENDED AND RESTATED SERVICE PLAN FOR BELFORD SOUTH METROPOLITAN DISTRICT, TOWN OF PARKER, DOUGLAS COUNTY, STATE OF COLORADO

NOTICE IS HEREBY GIVEN that, pursuant to §32-1-204(1), C.R.S., a Second Amended and Restated Service Plan (the “Service Plan”) for Belford South Metropolitan District (the “District”) has been filed and is available for public inspection in the office of the Town Clerk of the Town of Parker, Colorado.

A public hearing on the Service Plan will be held by the Town Council on October 5, 2020, at 7:00 p.m., at Council Chambers, Parker Town Hall, 20120 East Mainstreet, Parker, CO 80138, or as soon thereafter as the Town Council may hear such matter. On March 13, 2020, the Parker Town Administrator did issue an Order Declaring a Local Disaster Emergency and pursuant to that Order has issued subsequent emergency orders, including but not limited to Emergency Order No. 4-2020, concerning Town Council Meetings, which may impact how public hearings in the Town of Parker are conducted. Information concerning these orders, and how to participate in public hearings, may be found on the Town website (<http://www.parkeronline.org>) and/or by contacting the Town Clerk’s Office. These orders may, or may not, still be in effect at the time of the public hearing on the Service Plan.

The District is an existing metropolitan district organized under the provisions of Title 32, Colorado Revised Statutes. The purpose of the District is to finance, construct, acquire, own, operate and maintain public improvements such as water, streets, traffic and safety control, sanitation, storm sewers and drainage, park and recreation, transportation, and other improvements and services within the District’s boundaries. The District’s Maximum Debt Mill Levy will be 57 mills, its Infrastructure Capital Mill Levy will be 5 mills, its Town Capital and Maintenance Mill Levy will be 5 mills, and its Operations and Maintenance Mill Levy is anticipated to be 10 mills and will be set forth in an intergovernmental agreement between the District and the Town, all subject to the limitations and provisions set forth in the Service Plan.

A description of the land contained within the boundaries of the District is as follows: approximately 84.6 acres generally located south of interstate E-470 and west of S. Chambers Road in the Town of Parker, Douglas County, State of Colorado.

All protests and objections must be submitted in writing to the Town Clerk at or prior to the public hearing or any continuance or postponement thereof in order to be considered. All protests and objections to the Service plan shall be deemed to be waived unless presented at the time and in the manner specified in Section 32-1-203(3.5), C.R.S.

BOARD OF DIRECTORS, BELFORD SOUTH METROPOLITAN DISTRICT

Published in: The Douglas County News-Press
Published on: September 10, 2020

EXHIBIT B

**LIST OF PROPERTY OWNERS WITHIN THE BOUNDARIES OF THE DISTRICT AND
TAXING ENTITIES WITHIN A 3-MILE RADIUS OF THE DISTRICT**

Douglas County Government
100 Third St
Castle Rock, CO 80104

Douglas County Law Enforcement
100 Third St
Castle Rock, CO 80104

Douglas County Re-1 School District
701 Prairie Hawk Dr
Castle Rock, CO 80109

Douglas County Schools - Cap Reserve
701 Prairie Hawk Dr
Castle Rock, CO 80109

Douglas County Schools - Insurance
Reserve
701 Prairie Hawk Dr
Castle Rock, CO 80109

Douglas County Schools - Debt Service
701 Prairie Hawk Dr
Castle Rock, CO 80109

Town of Parker
20120 E Mainstreet
Parker, CO 80138

City of Aurora
15151 E Alameda Pkwy,
Finance - 5th Flr
Aurora, CO 80012

City of Lone Tree
9220 Kimmer Dr Ste 100
Lone Tree, CO 80124

Urban Drainage & Flood Control
District
2480 W 26th Ave Ste 156-B
Denver, CO 80211

Regional Transportation District
1600 Blake St
Denver, CO 80202

South Metro Fire Rescue Fire
Protection District
9195 E Mineral Ave
Centennial, CO 80112

Inverness Water & Sanitation District
188 Inverness Dr W Ste 150
Englewood, CO 80112

Meridian Metro District
6380 S Fiddlers Green Cir Ste 400
Greenwood Village, CO 80111

Parker Water & Sanitation District
18100 E Woodman Dr
Parker, CO 80134

Southgate Water District
3722 E Orchard Rd
Centennial, CO 80121

Southgate Sanitation District
3722 E Orchard Rd
Centennial, CO 80121

South Suburban Park & Recreation
District
6631 S University Blvd
Centennial, CO 80121

Cottonwood Water & Sanitation
District
188 Inverness Dr W Ste 150
Englewood, CO 80112

Inverness Metro Improvement District
188 Inverness Dr W Ste 150
Englewood, CO 80112

Cottonwood Metro District
8334 Sandreed Cir
Parker, CO 80134

Park Meadows Metro District
8390 E Crescent Pkwy Ste 300
Greenwood Village, CO 80111

Lincoln Park Metro District
8390 E Crescent Pkwy Ste 300
Greenwood Village, CO 80111

Stonegate Village Metro District
10252 Stonegate Pkwy
Parker, CO 80134

E-470 Public Highway Authority
22470 E Stephen D Hogan Pkwy
Ste 100
Aurora, CO 80018

Douglas County Soil Conservation
District
PO Box 688
Franktown, CO 80116

Cherry Creek Basin Water Quality
Authority
Centennial, CO 80161

Douglas Public Library District
100 S Wilcox St
Castle Rock, CO 80104

Urban Drainage & Flood South Platte
2480 W 26th Ave Ste 156-B
Denver, CO 80211

Omnipark Metro District
8390 E Crescent Pkwy Ste 300
Greenwood Village, CO 80111

Heritage Hills Metro District
8390 E Crescent Pkwy Ste 300
Greenwood Village, CO 80111

Compark Business Campus Metro
8390 E Crescent Pkwy Ste 300
Greenwood Village, CO 80111

E-470 Potomac Metro District
8390 E Crescent Pkwy Ste 300
Greenwood Village, CO 80111

Meridian Metro District Debt Service
6380 S Fiddlers Green Cir Ste 400
Greenwood Village, CO 80111

Concord Metro District
8390 E Crescent Pkwy Ste 300
Greenwood Village, CO 80111

South Meridian Metro District
6380 S Fiddlers Green Cir Ste 400
Greenwood Village, CO 80111

South Meridian Metro District Debt
Service
6380 S Fiddlers Green Cir Ste 400
Greenwood Village, CO 80111

South Meridian Metro District Debt
Service 2
6380 S Fiddlers Green Cir Ste 400
Greenwood Village, CO 80111

North Meridian Metro District
6380 S Fiddlers Green Cir Ste 400
Greenwood Village, CO 80111

Rampart Range Metro District 1
8390 E Crescent Pkwy Ste 300
Greenwood Village, CO 80111

Rampart Range Metro District 2
8390 E Crescent Pkwy Ste 300
Greenwood Village, CO 80111

Rampart Range Metro District 3
450 E 17th Ave Ste 400
Denver, CO 80203

Rampart Range Metro District 4
8390 E Crescent Pkwy Ste 300
Greenwood Village, CO 80111

Rampart Range Metro District 5
8390 E Crescent Pkwy Ste 300
Greenwood Village, CO 80111

Rampart Range Metro District 6
8390 E Crescent Pkwy Ste 300
Greenwood Village, CO 80111

Heritage Hills Metro Bond Debt District
8390 E Crescent Pkwy Ste 300
Greenwood Village, CO 80111

Lincoln Meadows Metro District
9068 Forsstrom Dr #C-1
Lone Tree, CO 80124

Kings Point South Metro District 1
2154 E Commons Ave Ste 2000
Centennial, CO 80122

Kings Point South Metro District 2
2154 E Commons Ave Ste 2000
Centennial, CO 80122

Lincoln Station Metro District
8390 E Crescent Pkwy Ste 300
Greenwood Village, CO 80111

Meridian Village Metro District 1
6380 S Fiddlers Green Cir Ste 400
Greenwood Village, CO 80111

Meridian Village Metro District 2
6380 S Fiddlers Green Cir Ste 400
Greenwood Village, CO 80111

Meridian Village Metro District 3
6380 S Fiddlers Green Cir Ste 400
Greenwood Village, CO 80111

Meridian Village Metro District 4
1700 Lincoln St Ste 2000
Denver, CO 80203-4554

Southeast Public Improv Metro District
188 Inverness Dr W Ste 150
Englewood, CO 80112

Parker Automotive Metro District
2154 E Commons Ave Ste 2000
Centennial, CO 80122

Compark Business Campus Metro Dist
Debt Svc
8390 E Crescent Pkwy Ste 300
Greenwood Village, CO 80111

North Meridian Metro District
Debt Service
6380 S Fiddlers Green Cir Ste 400
Greenwood Village, CO 80111

Arapahoe County Water &
Wastewater PID
5334 S Prince St
Littleton, CO 80166-0001

Olde Town Metro District
7995 E Prentice Ave Ste 103E
Greenwood Village, CO 80111

Neu Towne Metro District
304 Inverness Way S Ste 490
Englewood, CO 80112

Rampart Range Metro District 7
8390 E Crescent Pkwy Ste 300
Greenwood Village, CO 80111

Rampart Range Metro District 8
8390 E Crescent Pkwy Ste 300
Greenwood Village, CO 80111

Rampart Range Metro District 9
450 E 17th Ave Ste 400
Denver, CO 80203

Sierra Ridge Metro District 1
1700 Lincoln St Ste 2000
Denver, CO 80203-4554

Sierra Ridge Metro District 2
1700 Lincoln St Ste 2000
Denver, CO 80203-4554

Grandview Estates Rural Water
Conservation
PO Box 4292
Parker, CO 80134

Regency Metro District
141 Union Blvd Ste 150
Lakewood, CO 80228-1898

Westcreek Metro District 1
1331 17th St Ste 500
Denver, CO 80202

Westcreek Metro District 2
1331 17th St Ste 500
Denver, CO 80202

Park Meadows Business Improvement
District
1988 E Ross Ln
Highlands Ranch, CO 80126

Highfield Metro District
9380 Station St Ste 500
Lone Tree, CO 80124

Lincoln Station Metro District Debt
Service
8390 E Crescent Pkwy Ste 300
Greenwood Village, CO 80111

Lincoln Meadows Metro District Debt
Service
9068 Forsstrom Dr #C-1
Lone Tree, CO 80124

Compark Business Campus Metro Dist
Debt Svc 2
8390 E Crescent Pkwy Ste 300
Greenwood Village, CO 80111

Airport Vista Metro District 1
7800 E Dorado Pl Ste 250
Englewood, CO 80111-2336

Airport Vista Metro District 2
7800 E Dorado Pl Ste 250
Englewood, CO 80111-2336

Parker Central Area URP
20120 E Mainstreet
Parker, CO 80138

Inverness Water & Sanitation District
Debt Service
188 Inverness Dr W Ste 150
Englewood, CO 80112

Inverness Metro Improvement District
Debt Service
188 Inverness Dr W Ste 150
Englewood, CO 80112

South Meridian Metro District Debt
Service 3
6380 S Fiddlers Green Cir Ste 400
Greenwood Village, CO 80111

Lincoln Park Metro District Debt
Service
8390 E Crescent Pkwy Ste 300
Greenwood Village, CO 80111

Meridian Metro District Debt Service 2
6380 S Fiddlers Green Cir Ste 400
Greenwood Village, CO 80111

North Meridian Metro District Debt
Service 2
6380 S Fiddlers Green Cir Ste 400
Greenwood Village, CO 80111

Cottonwood Commercial Area URP
20120 E Mainstreet
Parker, CO 80138

Parker Road Area URP
20120 E Mainstreet
Parker, CO 80138

Inverness Water & Sanitation District
Debt Svc 2
188 Inverness Dr W Ste 150
Englewood, CO 80112

Inverness Metro Improvement District
Debt Svc 2
188 Inverness Dr W Ste 150
Englewood, CO 80112

Carousel Farms Metro District
8390 E Crescent Pkwy Ste 300
Greenwood Village, CO 80111

Cottonwood Highlands Metro District 1
8390 E Crescent Pkwy Ste 300
Greenwood Village, CO 80111

Cottonwood Highlands Metro District 2
2154 E Commons Ave Ste 2000
Centennial, CO 80122

Overlook Metro District
450 E 17th Ave Ste 400
Denver, CO 80203

Lone Tree Business Improvement
District
4700 S Syracuse, Ste 860
Denver, CO 80237-2710

Belford South Metro District
8390 E Crescent Pkwy Ste 300
Greenwood Village, CO 80111

Villas Metro District
191 University Blvd #358
Denver, CO 80206

Chambers Highpoint Metro District 1
1700 Lincoln St Ste 2000
Denver, CO 80203-4554

Chambers Highpoint Metro District 2
1700 Lincoln St Ste 2000
Denver, CO 80203-4554

Cottonwood Water & Sanitation
District Debt Svc
188 Inverness Dr W Ste 150
Englewood, CO 80112

The Yard Metro District
8390 E Crescent Pkwy Ste 300
Greenwood Village, CO 80111

Belford North Metro District
8390 E Crescent Pkwy Ste 300
Greenwood Village, CO 80111

Meridian Village Metro District 1 Debt
Service
6380 S Fiddlers Green Cir Ste 400
Greenwood Village, CO 80111

Rampart Range Metro District 1 Debt
Service
8390 E Crescent Pkwy Ste 300
Greenwood Village, CO 80111

MICHAEL P VICKERS, ERNEST
PETER ENZI JR
507 CLAYTON ST
Denver, CO 802064232

470 COMPARK LLC
1223 ROCK ROAD BLDG H STE 100
WICHITA, KS 67206

EXHIBIT C
PROOF OF PUBLICATION

Colorado Community Media
750 W. Hampden Ave. Suite 225
Englewood, CO 80110

Belford South Metro District (sf) **
C/O Spencer Fane LLP
1700 Lincoln Street, Suite 2000
Denver CO 80203

Description: No. 937900 belford south md 5030018.23

AFFIDAVIT OF PUBLICATION

State of Colorado }
County of Douglas } ss

This Affidavit of Publication for the Douglas County News Press, a weekly newspaper, printed and published for the County of Douglas, State of Colorado, hereby certifies that the attached legal notice was published in said newspaper once in each week, for 1 successive week(s), the last of which publication was made 9/10/2020, and that copies of each number of said paper in which said Public Notice was published were delivered by carriers or transmitted by mail to each of the subscribers of said paper, according to their accustomed mode of business in this office.



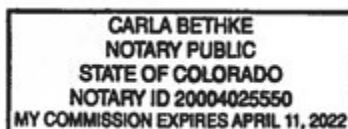
For the Douglas County News-Press

State of Colorado }
County of Douglas } ss

The above Affidavit and Certificate of Publication was subscribed and sworn to before by the above named Gerard Healey, publisher of said newspaper, who is personally known to me to be the identical person in the above certificate on 9/10/2020. Gerard Healey has verified to me that he has adopted an electronic signature to function as his signature on this document.

20004025550-750589

Carla Bethke
Notary Public
My commission ends April 11, 2022



Public Notice

TOWN OF PARKER, COUNTY OF DOUGLAS,
STATE OF COLORADO

NOTICE OF PUBLIC HEARING FOR AMENDED AND RESTATED SERVICE PLAN OF SPECIAL DISTRICT

IN RE THE SECOND AMENDED AND
RESTATED SERVICE PLAN FOR BELFORD
SOUTH METROPOLITAN DISTRICT, TOWN
OF PARKER, DOUGLAS COUNTY, STATE OF
COLORADO

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A public hearing on the Service Plan will be held by the Town Council on **October 5, 2020, at 7:00 p.m.**, at Council Chambers, Parker Town Hall, 20120 East Mainstreet, Parker, CO 80138, or as soon thereafter as the Town Council may hear such matter. On March 13, 2020, the Parker Town Administrator did issue an Order Declaring a Local Disaster Emergency and pursuant to that Order has issued subsequent emergency orders, including but not limited to Emergency Order No. 4-2020, concerning Town Council Meetings, which may impact how public hearings in the Town of Parker are conducted. Information concerning these orders, and how to participate in public hearings, may be found on the Town website (<http://www.parkeronline.org>) and/or by contacting the Town Clerk's Office. These orders may, or may not, still be in effect at the time of the public hearing on the Service Plan.

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**BOARD OF DIRECTORS, BELFORD SOUTH
METROPOLITAN DISTRICT**

Legal Notice No. 937900
First Publication: September 10, 2020
Last Publication: September 10, 2020
Publisher: Douglas County News-Press

ORDINANCE NO. 9.304.1, Series of 2020

TITLE: A BILL FOR AN ORDINANCE APPROVING A SECOND AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF PARKER, COLORADO, AND THE BELFORD SOUTH METROPOLITAN DISTRICT

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

Section 1. The Town Council of the Town of Parker hereby approves a Second Amended and Restated Intergovernmental Agreement between the Town of Parker, Colorado, and the Belford South Metropolitan District, which is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

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

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

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

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2020.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

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

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

EXHIBIT 1

SECOND AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF PARKER, COLORADO, AND BELFORD SOUTH METROPOLITAN DISTRICT

THIS AGREEMENT (the “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 collectively referred to as the Parties.

WITNESSETH:

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

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

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

WHEREAS, the Town previously approved that certain Compark Village South Filing No. 1 Minor Development Plat, approved by Town Council on September 19, 2016, an Approved Development Plan for purposes of the Service Plan, and it is anticipated that the Town will in the future approve or enter into one or more additional Approved Development Plans (as defined in the Service Plan), all of which will identify, among other things, Public Improvements (as defined in the Service Plan) necessary for facilitating development for property within the Service Area and specific regional improvements necessary or desirable in connection with the impacts of the development of the Property (the “Regional Infrastructure”); and

WHEREAS, pursuant to an Approved Development Plan, the Town and District may share in the responsibilities for constructing and owning the Regional Infrastructure; and

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

WHEREAS, the Parties to this Agreement acknowledge the need for the Regional Infrastructure in order to accomplish the comprehensive development of the property located within the District’s Service Area (the “Property”); and

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

WHEREAS, in accordance with the provisions of the Service Plan and as further set forth herein, the District has agreed to levy a property tax of 5 mills that will be used for the planning, design, construction and maintenance of the Town Infrastructure (the “Town Capital and Maintenance Mill Levy”), and the District has conducted an election under TABOR to enable it to impose the Town Capital and Maintenance Mill Levy and to issue debt repayable from the Town Capital and Maintenance Mill Levy; and

WHEREAS, the Parties further acknowledge that the District will have certain ongoing administrative obligations, as well as maintenance obligations with regard to the Public Improvements and Regional Infrastructure, and in accordance with the provisions of the Service Plan, the District will levy a property tax (the “Operation and Maintenance Mill Levy”) for such purposes; and

WHEREAS, the Parties understand and agree it is contemplated that the District and the Belford North Metropolitan District (together, the “Districts”) may cooperate with each other concerning the planning, design, construction, ownership, operation and maintenance of certain infrastructure that benefits the taxpayers and inhabitants of the Districts’ combined Service Area, and that each of the Districts may additionally have its own particular infrastructure needs; and

WHEREAS, the Town and the District previously entered into that certain Amended and Restated Intergovernmental Agreement dated December 2, 2019 (the “First Amended and Restated IGA”), which First Amended and Restated IGA governed the relationship among the Parties; and

WHEREAS, the Parties have determined it to be in the best interests of their respective taxpayers, residents and property owners to enter into this Agreement to replace and supersede in its entirety the First Amended and Restated IGA in order to address the utilization of the various mill levies as well as certain other matters related to the organization, powers and authorities of the District; and

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

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

1. Infrastructure Capital Mill Levy. The District agrees to impose a property tax of 5 mills that shall be used for the planning, design and construction of the Regional Infrastructure. The utilization of the Infrastructure Capital Mill Levy is set forth on Exhibit A to this Agreement. The Town agrees that for economic efficiency in financing Regional Infrastructure, the District may pledge the Infrastructure Capital Mill Levy along with the District’s debt service mill levy for the purposes of financing Debt (as defined in the Service Plan), provided that the proceeds

generated from the pledge of the Infrastructure Capital Mill Levy may only be used to pay costs associated with Regional Infrastructure.

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

3. Operation and Maintenance Mill Levy. The District may impose a property tax of up to 10 mills, which shall be used for the ongoing administrative expenses of the District and for the maintenance of certain of the Public Improvements and Regional Infrastructure, as set forth on Exhibit C to this Agreement. 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 applicable Approved Development Plan(s), and other rules and regulations of the Town and applicable provisions of the Town Code. The District shall be authorized to own, operate and maintain the Public Improvements not otherwise required to be dedicated to the Town or other public entity. If the Public Improvements are owned by an entity other than the District, such entity shall be responsible for the operation and maintenance unless the District agrees to provide for the operation and maintenance of the Public Improvements pursuant to an agreement with such entity.

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

The District shall remit any revenues received by the District from the Mill Levies that are due to the Town as required herein no later than March 15 and June 30 each year, and the Town shall deposit and maintain such revenues in a separate fund earmarked specifically for use only as set forth in this Agreement (the "Belford Metropolitan District Fund"). Any revenues from the Mill Levies the District receives after June 30 that are due to the Town as required herein shall be remitted to the Town within 30 days of their receipt. The monies in the Belford South Metropolitan District Fund may be applied to any design, planning, engineering, surveying, construction

management, labor, materials, operations and administrative costs related to construction of the Regional Infrastructure and the Town Infrastructure as further detailed in this Agreement. On June 30 and December 31 of each year, the Town shall provide to the District an accounting of revenues received from the District attributable to the Infrastructure Capital Mill Levy or Town Capital and Maintenance Mill Levy, along with an itemization of expenditures made in major categories.

5. Operation and Maintenance of the Public Improvements. The District shall dedicate the Public Improvements to the Town or other appropriate jurisdiction or owners association in a manner consistent with all applicable Approved Development Plans, including but not limited to final approved plats, other rules and regulations of the Town, and applicable provisions of the Town Code. 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, or to own fee title to any real property, unless specifically provided for in an Approved Development Plan, this Agreement or a separate agreement with the Town.

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

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

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

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

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

We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by the District for the [insert the designation of the Debt] does not exceed a market

[tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

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

11. Total Debt Issuance. The District, together with Belford North Metropolitan District, shall not issue Debt in excess of \$56,700,000 in total aggregate principal amount, provided that such limitation shall not be applicable to refunding Bonds issued by the District to refund outstanding Debt. The Debt limitation shall not apply to the pledge of property tax or specific ownership tax revenues derived from mill levies or other revenues between the District and Belford North Metropolitan District.

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

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

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

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

16. Annual Report. The District shall submit an annual report ("Annual Report") to the Town no later than September 1st of each year following the Town's approval of the District's Service Plan, pursuant to Parker Municipal Code section 10.11.040 and containing the information

set forth in Section VII of the Service Plan. The District shall be not be required to file an annual report if the District has declared inactive status pursuant to Section 32-1-104, C.R.S. The Districts may file a consolidated Annual Report.

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

To the District: Belford South Metropolitan District
 c/o CliftonLarsonAllen LLP
 Attn: Bob Blodgett, District Manager
 8390 E. Crescent Parkway, Suite 300
 Greenwood Village, CO 80111
 Phone: 303-779-5710
 Fax: 303-779-0348
 Email: Bob.Blodgett@claconnect.com

With a copy to:

Belford South Metropolitan District
c/o Spencer Fane LLP
Attn: Tom George
1700 Lincoln Street, Suite 2000
Denver, CO 80203
Phone: 303-839-3800
Fax: 303-839-3838
Email: tgeorge@spencerfane.com

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

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

18. Cooperation among the Districts. Pursuant to the Service Plan, the Town acknowledges and agrees that the District may cooperate with Belford North Metropolitan District for the planning, design, financing, construction, acquisition, operation, or maintenance of the Public Improvements serving the Property, including the Regional Infrastructure, as may be set forth in one or more intergovernmental agreements among the Districts.

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. The pledge by either of the Districts between the Districts shall not be deemed an assignment hereunder.

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

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

E. Execution of Documents. This Agreement may be executed in as many as 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, supersedes and replaces all prior negotiations, representations, and agreements, including the First Amended and Restated IGA, between the parties hereto relating to the subject matter hereof and this Agreement, together with the Service Plan provisions that serve to supplement or complement this Agreement, constitutes the entire agreement between the Parties concerning the subject matter hereof.

M. No Waiver of Governmental Immunity. Notwithstanding any provision of this Agreement to the contrary, nothing in this Agreement shall be deemed a waiver of any protections afforded the Parties pursuant to Colorado law, including, but not limited to, the Colorado Governmental Immunity Act.

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

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

Town Attorney's Office

BELFORD SOUTH METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado

By: _____
_____, President
Belford South Metropolitan District

ATTEST:

Secretary

EXHIBIT A

Utilization of Infrastructure Capital Mill Levy

The revenues derived from the Infrastructure Capital Mill Levy may be retained by the District and used for the planning, design, financing, acquisition and/or construction of the following infrastructure and improvements, which infrastructure and improvements the Parties agree shall be considered Regional Infrastructure:

1. regional stormwater improvements, including but not limited to improvements associated with Green Acres Tributary and Happy Canyon Creek, and other regional stormwater channels and detention/retention facilities;
2. arterial streets, including but not limited to Belford Avenue and South Chambers Road, and appurtenances, including but not limited to traffic safety improvements;
3. right-of-way landscaping (edges and medians) along arterial street rights-of-way;
4. regional water and sanitary sewer improvements;
5. regional open space, regional trails, and other regional park and recreation improvements;
6. all other regional improvements specifically identified in an Approved Development Plan (as defined in the Service Plan) approved by the Town to be planned, designed and constructed by the District;
7. all other regional improvements that may be planned, designed, or constructed by either of the Districts.

EXHIBIT B

Utilization of Town Capital and Maintenance Mill Levy

Revenues derived from the Town Capital and Maintenance Mill Levy may be used by the Town for the purpose of funding capital costs or the costs of maintenance of Town Infrastructure necessary in connection with the impacts of development in the District, including the following:

1. maintenance and operation of all roadways, storm sewer, and associated items constructed within Town right-of-way;
2. maintenance and operation of regional roadways serving the District; and
3. maintenance and operation of all storm sewer, detention ponds, stream and channel improvements, and other stormwater conveyance infrastructure located on Town, HOA or District-owned property that is eligible for maintenance assistance through the Town's Stormwater Utility.

EXHIBIT C

Utilization of Operation and Maintenance Mill Levy

The District may use the revenues derived from the Operation and Maintenance Mill Levy for the ongoing administrative expenses of the District and the operation and maintenance of Public Improvements and Regional Infrastructure, which Public Improvements and Regional Infrastructure shall include but are not limited to the following:

1. regional stormwater improvements, including but not limited to regional stormwater channels and detention/retention facilities;
2. collector and arterial streets and appurtenances, including but not limited to traffic safety improvements;
3. right-of-way landscaping (edges and medians) along collector, arterial and other street rights-of-way;
4. regional water and sanitary sewer improvements;
5. regional open space, regional trails, and other regional park and recreation improvements;
6. all other regional improvements specifically identified in an Approved Development Plan (as defined in the Service Plan) approved by the Town to be owned, operated and/or maintained by the District;
7. community parks and recreation facilities and amenities and associated grounds and landscaping;
8. all other improvements and operations specifically identified in an Approved Development Plan approved by the Town to be owned, operated, maintained and/or provided by the District;
9. all improvements that may be planned, designed or constructed by the District until such time as such improvements are dedicated, conveyed or transferred to and accepted by the applicable accepting jurisdiction(s); and
10. all other improvements that may be owned, operated and/or maintained by either of the Districts.



Request for Town Council Action

Date: October 5, 2020

Submitted By: Kristin Hoffmann, Deputy Town Attorney

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 5.75.3 - Second Reading**
A Bill for an Ordinance to Amend Section 6.02.040 of the
Parker Municipal Code Concerning Exceptions to Tobacco
Smoking Restrictions
Department: Town Attorney, Kristin Hoffmann

EXECUTIVE SUMMARY

This ordinance amends Section 6.02.040 to comply with HB 20-1001, which raised the minimum age of a person to whom tobacco products may be sold from eighteen years of age to twenty-one years of age.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

HB 20-1001 raises the minimum age of a person to whom cigarettes, tobacco products and nicotine products may be sold from eighteen years of age to twenty-one years of age. Section 2 of HB 20-1001 includes revisions to the signage that must be displayed by retail tobacco businesses and cigar-tobacco bars concerning this new minimum age restriction.

This ordinance amends Section 6.02.040 of the Parker Municipal Code to provide for the same revisions to the signage requirements as HB 20-1001.

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)



PROMOTE A SAFE AND
HEALTHY COMMUNITY

ATTACHMENTS

1. Ordinance No. 5.75.3

RECOMMENDED MOTION

I move to approve Ordinance No. 5.75.3 on second reading.

ORDINANCE NO. 5.75.3, Series of 2020

TITLE: A BILL FOR AN ORDINANCE TO AMEND SECTION 6.02.040 OF THE PARKER MUNICIPAL CODE CONCERNING EXCEPTIONS TO TOBACCO SMOKING RESTRICTIONS

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

Section 1. Section 6.02.040 of the Parker Municipal Code is amended to read as follows:

6.02.040 Exceptions to tobacco smoking restrictions.

The following are exempt from the tobacco smoking prohibitions in Section 6.02.030 above; provided, however, that such exceptions herein shall not apply to the smoking of marijuana to the extent otherwise prohibited by Section 8.08.060 of this Code:

* * *

(3) Any retail tobacco business. Except that it shall prohibit entry by any person under ~~eighteen~~ twenty-one years of age; and shall display signage in at least one conspicuous place and at least four inches by six inches in size stating either: "Smoking allowed. Children Persons under ~~eighteen~~ twenty-one years of age may not enter," or, in the case of retail tobacco business that desires to allow the use of ESDs but not other forms of smoking on the premises, "Vaping allowed. Children Persons under ~~eighteen~~ twenty-one years of age may not enter."

(4) A cigar-tobacco bar. However, such a business shall not expand its size or change its location from the size and location in which it existed as of December 31, 2005; and shall prohibit entry by any person under ~~eighteen~~ twenty-one years of age and shall display signage in at least one conspicuous place and at least four inches by six inches in size stating: "Smoking allowed. Children Persons under ~~eighteen~~ twenty-one years of age may not enter."

* * *

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

Section 3. Severability. If any clause, sentence, paragraph or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court

of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

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

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____,
2020.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

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

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney



Request for Town Council Action

Date: October 5, 2020

Submitted By: Tom Gill, Associate Project Manager
Chris Hudson, Deputy Director of Engineering

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 9.323 - Second Reading**
A Bill for an Ordinance to Approve the Intergovernmental Agreement By and Between the Colorado Department of Transportation and the Town of Parker Concerning Project: MTF 083A-144 (23970), Parker Road Trail: 20 Mile to Hess Road Funding for the Construction of the Parker Road Sidewalks Project (Twenty Mile Road to Hess Road)
Department: Engineering and Public Works, Tom Gill
Engineering and Public Works, Chris Hudson

EXECUTIVE SUMMARY

This item is for an ordinance to approve an intergovernmental agreement (IGA) with the Colorado Department of Transportation (CDOT) to receive state multi-modal funding for the construction of a trail/sidewalk on the west side of Parker Road from the Hilltop Road/Twenty-Mile Road intersection to the Hess Road intersection.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town of Parker is proposing to construct a trail/sidewalk on the west side of Parker Road from the Hilltop Road/Twenty-Mile Road intersection to the Hess Road intersection in 2021. Although some portions of this trail/sidewalk exist along this section of Parker Road, the vast majority of Parker Road does not have an improved walkway. In addition to the sidewalk, the project will also include a spur trail to the Cherry Creek Regional Trail at McCabe Meadows.

Through the Denver Regional Council of Governments (DRCOG), the Town was approved to receive partial state multi-modal funding for construction of this trail/sidewalk. An intergovernmental agreement (IGA) with CDOT is required to receive these funds. The proposed IGA is for direct construction funding and is a 50/50 split with 50% of the construction funding being reimbursed by the state up to \$1,000,000. The Town will be required to fund the remaining 50% of the direct construction cost. The state funding cannot be used for non-direct construction expenses like design, material testing or construction administration and the Town will be responsible for these costs. The state funding comes with considerable

administration, including increased documentation and environmental clearances that must be submitted/approved with CDOT oversight.

The Town's consultant is currently working on the final design for this section of trail/sidewalk. The Town is intending to competitively bid and award the construction contract in 2021 with construction occurring during the 2021 construction season. Approximately two (2) years ago, the Town constructed a federally funded section of trail/sidewalk on the east side of Parker Road between Plaza Drive and the Sulphur Gulch Trail. That project was successfully funded and completed with a similar IGA with CDOT.

FINANCIAL IMPACT

As with any new sidewalk construction, long-term maintenance should be anticipated. Given typical use and proper initial construction, the sidewalk should last for 30 years. Snow removal is not typically the Town's responsibility unless the Town is the adjacent property owner. While this sidewalk will be predominately on CDOT property, CDOT does not own or maintain sidewalks and the Town will be responsible for any damage and/or replacement.

STRATEGIC GOAL(S)



SUPPORT AN
ACTIVE COMMUNITY



INNOVATE WITH
COLLABORATIVE
GOVERNANCE

ATTACHMENTS

1. Parker Road Multi-Use Trail Sidewalk Overview Map
2. Ordinance No. 9.323

RECOMMENDED MOTION

I move to approve Ordinance No. 9.323 on second reading.

Parker Road Multi-Use Trail / Sidewalk Overview Map



ORDINANCE NO. 9.323, Series of 2020

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE COLORADO DEPARTMENT OF TRANSPORTATION AND THE TOWN OF PARKER CONCERNING PROJECT: MTF 083A-144 (23970), PARKER ROAD TRAIL: 20 MILE TO HESS ROAD

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

Section 1. The Town Council of the Town of Parker hereby approves the Intergovernmental Agreement by and between the Colorado Department of Transportation and the Town of Parker concerning Project: MTF 083A-144 (23970), Parker Road Trail: 20 Mile to Hess Road, which is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

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

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

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

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2020.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

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

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

EXHIBIT 1

OLA #: 331002131
Routing #: 20-HA1-XC-03054

State SLAWRK
PROJECT: MTF 083A-144 (23970)
Parker Road Trail: 20 Mile to Hess Road

REGION: 1
JH

CONTRACT

THIS CONTRACT made this ____ day of _____, _____, by and between the State of Colorado for the use and benefit of the Colorado Department of Transportation hereinafter referred to as the State and TOWN OF PARKER hereinafter referred to as the "Contractor" or the "Local Agency."

RECITALS

1. Authority exists in the law and funds have been budgeted, appropriated and otherwise made available and a sufficient uncommitted balance thereof remains available for payment of project and Local Agency costs in Fund Number 400, Function: , GL Acct: 4512000010, (Contract Encumbrance Amount: \$0.00.)
2. Required approval, clearance and coordination have been accomplished from and with appropriate agencies.
3. Pursuant to 43-2-104.5 C.R.S. as amended, the State may contract with Local Agencies to provide maintenance and construction of highways that are part of the state (or local agency) highway system.
4. Local Agency anticipates a project for Multi-Use Trail/Sidewalk on Parker Road from 20 Mile Rd. to Hess Road, with a spur to Cherry Creek Trail and by the date of execution of this contract, the Local Agency and/or the State has completed and submitted a preliminary version of CDOT form #463 describing the general nature of the Work. The Local Agency understands that before the Work begins, the Local Agency must receive an official written "Notice to Proceed" prior to commencing any part of the Work. The Local Agency further understands, before the Work begins, the form #463 may be revised as a result of design changes made by CDOT, in coordination with the Local Agency, in its internal review process. The Local Agency desires to perform the Work described in form #463, as it may be revised.
5. The Local Agency has requested that State funds be made available for project MTF 083A-144 (23970), Parker Road Trail: 20 Mile to Hess Road referred to as the "Project" or the "Work." Such Work will be performed in Parker, Colorado, specifically described in **Exhibit A**.
6. The State has funds available and desires to provide 50% of the funding for the work. Local Agency will provide the other 50%. State funds **may be** awarded pursuant to Multimodal Transportation Options Funding ("MMOF"). MMOF means money transferred from the general fund to the fund pursuant to C.R.S. §§24-75-219 (5)(a)(III) and (5)(b)(III) and any other money that the general assembly may appropriate or transfer to the fund. These funds are subject to an expiration date.
7. The Local Agency desires to comply with all state and other applicable requirements, including the State's general administration of the project through this contract, in order to obtain state funds for the project.
8. The Local Agency has estimated the total cost of the work and is prepared to accept the state funding for the work, as evidenced by an appropriate ordinance or resolution duly passed and adopted by the authorized representatives of the Local Agency, which expressly authorizes the Local Agency to enter into this contract and to complete the work under the project.
9. This contract is executed under the authority of §§ 29-1-203, 43-1-110; 43-1-116, 43-2-101(4)(c) and 43-2-144, C.R.S.
10. The Local Agency is adequately staffed and suitably equipped to undertake and satisfactorily complete some or all of the Work.
11. The Local Agency can more advantageously perform the Work.

THE PARTIES NOW AGREE THAT:

Section 1. Scope of Work

The Project or the Work under this contract shall consist of Multi-Use Trail/Sidewalk on Parker Road from 20 Mile Rd. to Hess Road, with a spur to Cherry Creek Trail, in Parker, Colorado, as more specifically described in **Exhibit A**.

Section 2. Order of Precedence

In the event of conflicts or inconsistencies between this contract and its exhibits, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

1. Special Provisions contained in **Section 27** of this contract

2. This contract
3. **Exhibit A** (Scope of Work)
4. **Exhibit B** (Local Agency Resolution)
5. **Exhibit C** (Funding Provisions)
6. **Exhibit D** (Option Letter)

Section 3. Term

This contract shall be effective upon approval of the State Controller or designee, or on the date made, whichever is later. It shall terminate on June 25, 2030, or sooner if any of the State's funding expires, or is sooner terminated or unless performance is extended in accordance with this Contract.

Section 4. Project Funding Provisions

- A. The Local Agency has estimated the total cost of the work and is prepared to accept the state funding for the work, as evidenced by an appropriate ordinance or resolution duly passed and adopted by the authorized representatives of the Local Agency, which expressly authorizes the Local Agency to enter into this contract and to complete the work under the project. The parties hereto agree that this contract is contingent upon all funds designated for the project herein being made available from state sources, as applicable. Should these sources fail to provide necessary funds as agreed upon herein, the contract may be terminated by either party, provided that any party terminating its interest and obligations herein shall not be relieved of any obligations which existed prior to the effective date of such termination or which may occur as a result of such termination.
- C. Funding will be detailed in **Exhibit C** of the funding provisions.

Section 5. Project Payment Provisions

- A. The State will reimburse the Local Agency for incurred costs relative to the project following the State's review and approval of such charges, subject to the terms and conditions of this Contract. Provided however, that charges incurred by the Local Agency prior to the date this contract is executed by the State Controller will not be charged by the Local Agency to the project, and will not be reimbursed by the State.
- B. The State will reimburse the Local Agency's reasonable, allocable, allowable costs of Performance of the Work, not exceeding the maximum total amount described in **Exhibit C**. The applicable principles described in 49 C.F.R. 18 Subpart C and 49 C.F.R. 18.22 shall govern the allowability and allocability of costs under this contract. The Local Agency shall comply with all such principles. To be eligible for reimbursement, costs by the Local Agency shall be:
 1. In accordance with the provisions of **Section 5** and with the terms and conditions of this contract;
 2. Necessary for the accomplishment of the Work;
 3. Reasonable in the amount for the goods and services provided;
 4. Actual net cost to the Local Agency (i.e. the price paid minus any refunds, rebates, or other items of value received by the Local Agency that have the effect of reducing the cost actually incurred);
 5. Incurred for Work performed after the effective date of this contract;
 6. Satisfactorily documented.
- C. The Local Agency shall establish and maintain a proper accounting system in accordance with generally accepted accounting standards (a separate set of accounts, or as a separate and integral part of its current accounting scheme) to assure that project funds are expended and costs accounted for in a manner consistent with this contract and project objectives.
 1. All allowable costs charged to the project, including any approved services contributed by the Local Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in detail the nature of the charges.
 2. Any check or order drawn up by the Local Agency, including any item which is or will be chargeable against the project account shall be drawn up only in accordance with a properly signed voucher then on file in the office of the Local Agency, which will detail the purpose for which said check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents shall be clearly identified, readily accessible, and to the extent feasible, kept separate and apart from all other such documents.
- D. If the Local Agency is to be billed for CDOT incurred costs, the billing procedure shall be as follows:
 1. Upon receipt of each bill from the State, the Local Agency will remit to the State the amount billed no later than 60 days after receipt of each bill. Should the Local Agency fail to pay moneys due the State within 60 days of demand or within such other period as may be agreed between the parties hereto, the Local Agency agrees that, at the request of the State, the State Treasurer may withhold an equal amount from future apportionment due the Local Agency from the Highway Users Tax Fund and to pay such funds directly to

- the State. Interim funds, until the State is reimbursed, shall be payable from the State Highway Supplementary Fund (400).
2. If the Local Agency fails to make timely payment to the State as required by this section (within 60 days after the date of each bill), the Local Agency shall pay interest to the State at a rate of one percent per month on the amount of the payment which was not made in a timely manner, until the billing is paid in full. The interest shall accrue for the period from the required payment date to the date on which payment is made.
- E. The Local Agency will prepare and submit to the State, no more than monthly, charges for costs incurred relative to the project. The Local Agency's invoices shall include a description of the amounts of services performed, the dates of performance and the amounts and description of reimbursable expenses. The invoices will be prepared in accordance with the State's standard policies, procedures and standardized billing format to be supplied by the State. If the project is funded by MMOF, then billing for all work must be submitted 30 days prior to end of State fiscal year. The State fiscal year ends June 30th. MMOF projects must submit final billing for all work 30 days prior to the end of the State fiscal year that funds expire. If MMOF are used, and the State knows that the funds will expire, the State shall promptly notify Local Agency of the expiration date. The State will promptly notify the Local Agency if that expiration date changes.
- F. To be eligible for payment, billings must be received within 60 days after the period for which payment is being requested and final billings on this contract must be received by the State within 60 days after the end of the contract term.
1. Payments pursuant to this contract shall be made as earned, in whole or in part, from available funds, encumbered for the purchase of the described services. The liability of the State, at any time, for such payments shall be limited to the amount remaining of such encumbered funds.
 2. In the event this contract is terminated, final payment to the Local Agency may be withheld at the discretion of the State until completion of final audit.
 3. Incorrect payments to the Local Agency due to omission, error, fraud or defalcation shall be recovered from the Local Agency by deduction from subsequent payment under this contract or other contracts between the State and Local Agency, or by the State as a debt due to the State.
 4. Any costs incurred by the Local Agency that are not allowable under 49 C.F.R. 18 shall be reimbursed by the Local Agency, or offset against current obligations due by the State to the Local Agency, at the State's election.

Section 6. Option Letter Modification

An option letter may be used to authorize the Local Agency to begin a phase without increasing total budgeted funds, increase or decrease the encumbrance amount as shown on Exhibit C, and/or transfer funds from one phase to another. Option letter modification is limited to the specific scenarios listed below. The option letter shall not be deemed valid until signed by the State Controller or an authorized delegate.

- A. Option to begin a phase and/or increase or decrease the encumbrance amount.
The State may authorize the Local Agency to begin a phase that may include Design, Construction, Environmental, Utilities, ROW Incidentals or Miscellaneous (this does not apply to Acquisition/Relocation or Railroads) as detailed in **Exhibit A** and at the same terms and conditions stated in the original Agreement, with the total budgeted funds as shown on **Exhibit C** remaining the same. The State may increase or decrease the encumbrance amount for a particular phase by replacing the original funding exhibit (**Exhibit C**) in the original Agreement with an updated **Exhibit C-1** (subsequent exhibits to Exhibit C-1 shall be labeled C-2, C-3, etc.). The State may exercise this option by providing a fully executed option to the Local Agency within thirty (30) days before the initial targeted start date of the phase, in a form substantially equivalent to **Exhibit D**. If the State exercises this option, the Agreement will be considered to include this option provision.
- B. Option to transfer funds from one phase to another phase.
The State may permit the Local Agency to transfer funds from one phase (Design, Construction, Environmental, Utilities, ROW Incidentals or Miscellaneous) to another as a result of changes to state, federal, and local match. The original funding exhibit (**Exhibit C**) in the original Agreement will be replaced with an updated **Exhibit C-1** (subsequent exhibits to **Exhibit C-1** shall be labeled **C-2**, **C-3**, etc.) and attached to the option letter. The funds transferred from one phase to another are subject to the same terms and conditions stated in the original Agreement with the total budgeted funds remaining the same. The State may unilaterally exercise this option by providing a fully executed option to the Local Agency within thirty (30) days before the initial targeted start date of the phase, in a form substantially equivalent to **Exhibit D**.

C. Option to do both Options A and B.

The State may authorize the Local Agency to begin a phase as detailed in **Exhibit A**, and encumber and transfer funds from one phase to another. The original funding exhibit (**Exhibit C**) in the original Agreement will be replaced with an updated **Exhibit C-1** (subsequent exhibits to **Exhibit C-1** shall be labeled **C-2**, **C-3**, etc.) and attached to the option letter. The addition of a phase and encumbrance and transfer of funds are subject to the same terms and conditions stated in the original Agreement with the total budgeted funds remaining the same. The State may unilaterally exercise this option by providing a fully executed option to the Local Agency within thirty (30) days before the initial targeted start date of the phase, in a form substantially equivalent to **Exhibit D**.

Section 7. State and Local Agency Commitments

The Scope of Work in **Exhibit A** describes the Work to be performed and assigns responsibility of that Work to either the Local Agency or the State. The “Responsible Party” referred to in this contract means the Responsible Party as identified in the Scope of Work in **Exhibit A**.

A. Design [if applicable]

1. If the Work includes preliminary design or final design (the “Construction Plans”), or design work sheets, or special provisions and estimates (collectively referred to as the “Plans”), the responsible party shall comply with the following requirements, as applicable:
 - a. perform or provide the Plans, to the extent required by the nature of the Work.
 - b. prepare final design (Construction Plans) in accord with the requirements of the latest edition of the American Association of State Highway Transportation Officials (AASHTO) manual or other standard, such as the Uniform Building Code, as approved by CDOT.
 - c. prepare special provisions and estimates in accord with the State’s Roadway and Bridge Design Manuals and Standard Specifications for Road and Bridge Construction or Local Agency specifications if approved by CDOT.
 - d. include details of any required detours in the Plans, in order to prevent any interference of the construction work and to protect the traveling public.
 - e. stamp the Plans produced by a Colorado Registered Professional Engineer.
 - f. provide final assembly of Plans and contract documents.
 - g. be responsible for the Plans being accurate and complete.
 - h. make no further changes in the Plans following the award of the construction contract except by agreement in writing between the parties. The Plans shall be considered final when approved and accepted by the parties hereto, and when final they shall be deemed incorporated herein.
2. If the Local Agency is the responsible party:
 - a. The local agency shall comply with the requirements of the Americans With Disabilities Act (ADA), and applicable federal regulations and standards as contained in the document “ADA Accessibility Requirements in CDOT Transportation Projects”.
 - b. It shall afford the State ample opportunity to review the Plans and make any changes in the Plans that are directed by the State to comply with State requirements.
 - c. It may enter into a contract with a consultant to do all or any portion of the Plans and/or of construction administration. Provided, however, that if federal-aid funds are involved in the cost of such work to be done by a consultant, that consultant contract (and the performance/provision of the Plans under the contract) must comply with all applicable requirements of 23 CFR Part 172 and with any procedures implementing those requirements as provided by the State. If the Local Agency does enter into a contract with a consultant for the Work:
 - (1) it shall submit a certification that procurement of any design consultant contract complied with the requirements of 23 CFR 172.5(1) prior to entering into contract. The State shall either approve or deny such procurement. If denied, the Local Agency may not enter into the contract.
 - (2) it shall ensure that all changes in the consultant contract have prior approval by the State. Such changes in the contract shall be by written supplement agreement. As soon as the contract with the consultant has been awarded by the Local Agency, one copy of the executed contract shall be submitted to the State. Any amendments to such contract shall also be submitted.
 - (3) it shall require that all consultant billings under that contract shall comply with the State’s standardized billing format. Examples of the billing formats are available from the CDOT Agreements Office.
 - (4) it (or its consultant) shall use the CDOT procedures described in **Exhibit A** to administer that design consultant subcontract, to comply with 23 CFR 172.5(b).

- (5) it may expedite any CDOT approval of its procurement process and/or consultant contract by submitting a letter to CDOT from the certifying Local Agency's attorney/authorized representative certifying compliance with 23 CFR 172.5(b).
 - (6) it shall ensure that its consultant contract complies with the requirements of 49 CFR 18.36(i) and contains the following language verbatim:
 - (a) "The design work under this contract shall be compatible with the requirements of the contract between the Local Agency and the State (which is incorporated herein by this reference) for the design/construction of the project. The State is an intended third party beneficiary of this contract for that purpose."
 - (b) "Upon advertisement of the project work for construction, the consultant shall make available services as requested by the State to assist the State in the evaluation of construction and the resolution of construction problems that may arise during the construction of the project."
 - (c) "The consultant shall review the construction contractor's shop drawings for conformance with the contract documents and compliance with the provisions of the State's publication, Standard Specifications for Road and Bridge Construction, in connection with this work."
 - (d) The State, in its discretion, will review construction plans, special provisions and estimates and will cause the Local Agency to make changes therein that the State determines are necessary to assure compliance with State requirements.
- B. Construction [if applicable]
1. If the Work includes construction, the responsible party shall perform the construction in accordance with the approved design plans and/or administer the construction all in accord with the Scope of Work in **Exhibit A**. Such administration shall include project inspection and testing; approving sources of materials; performing required plant and shop inspections; documentation of contract payments, testing and inspection activities; preparing and approving pay estimates; preparing, approving and securing the funding for contract modification orders and minor contract revisions; processing contractor claims; construction supervision; and meeting the Quality Control requirements as described in the Scope of Work in **Exhibit A**.
 2. The State shall have the authority to suspend the Work, wholly or in part, by giving written notice thereof to the Local Agency, due to the failure of the Local Agency or its contractor to correct project conditions which are unsafe for workers or for such periods as the State may deem necessary due to unsuitable weather, or for conditions considered unsuitable for the prosecution of the Work, or for any other condition or reason deemed by the State to be in the public interest.
 3. If the Local Agency is the responsible party:
 - a. it shall appoint a qualified professional engineer, licensed in the State of Colorado, as the Local Agency Project Engineer (LAPE), to perform that administration. The LAPE shall administer the project in accordance with this contract, the requirements of the construction contract and applicable State procedures.
 - b. if bids are to be let for the construction of the project, it shall advertise the call for bids upon approval by the State and award the construction contract(s) to the low responsible bidder(s) upon approval by the State.
 - (1) The Local Agency has the option to accept or reject the proposal of the apparent low bidder for work on which competitive bids have been received. The Local Agency must declare the acceptance or rejection within 3 working days after said bids are publicly opened.
 - (2) By indicating its concurrence in such award, the Local Agency, acting by or through its duly authorized representatives, agrees to provide additional funds, subject to their availability and appropriation for that purpose, if required to complete the Work under this project if no additional federal-aid funds will be made available for the project. This paragraph also applies to projects advertised and awarded by the State.
 - c. If all or part of the construction work is to be accomplished by Local Agency personnel (i.e. by force account), rather than by a competitive bidding process, the Local Agency will ensure that all such force account work is accomplished in accordance with the pertinent State specifications and requirements with 23 CFR 635, Subpart B, Force Account Construction.
 - (1) Such work will normally be based upon estimated quantities and firm unit prices agreed to between the Local Agency and the State in advance of the Work, as provided for in 23 CFR 635.204(c). Such agreed unit prices shall constitute a commitment as to the value of the Work to be performed.
 - (2) An alternative to the above is that the Local Agency may agree to participate in the Work based on actual costs of labor, equipment rental, materials supplies and supervision necessary to complete the

Work. Where actual costs are used, eligibility of cost items shall be evaluated for compliance with 48 CFR Part 31.

- (3) Rental rates for publicly owned equipment will be determined in accordance with the State's Standard Specifications for Road and Bridge Construction § 109.04.
- (4) All force account work shall have prior approval of the State and shall not be initiated until the State has issued a written notice to proceed.

C. State's obligations

1. The State will perform a final project inspection prior to project acceptance as a Quality Control/Assurance activity. When all Work has been satisfactorily completed, the State will sign a final acceptance form.
2. Notwithstanding any consents or approvals given by the State for the Plans, the State will not be liable or responsible in any manner for the structural design, details or construction of any major structures that are designed by or are the responsibility of the Local Agency as identified in the Scope of Work in **Exhibit A**, within the Work of this contract.

Section 8. ROW Acquisition and Relocation

If the Project includes right of way, prior to this project being advertised for bids, the Responsible Party will certify in writing to the State that all right of way has been acquired in accordance with the applicable state and federal regulations, or that no additional right of way is required.

Any acquisition/relocation activities must comply with: all applicable federal and state statutes and regulations, including but not limited to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended (P.L. 91-646) and the Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs as amended (49 CFR Part 24); CDOT's Right of Way Manual; and CDOT's Policy and Procedural Directives.

Allocation of Responsibilities are as follows:

- Federal participation in right of way acquisition (3111 charges), relocation (3109 charges) activities, if any, and right of way incidentals (expenses incidental to acquisition/relocation of right of way – 3114 charges);
- Federal participation in right of way acquisition (3111 charges), relocation (3109 charges) but no participation in incidental expenses (3114 charges); or
- No federal participation in right of way acquisition (3111 charges) and relocation activities (3109 expenses).

Regardless of the option selected above, the State retains oversight responsibilities. The Local Agency's and the State's responsibilities for each option is specifically set forth in CDOT's Right of Way Manual. The manual is located at http://www.dot.state.co.us/ROW_Manual/.

If right of way is purchased for a state highway, including areas of influence of the state highway, the local agency shall immediately convey title to such right of way to CDOT after the local agency obtains title.

Section 9. Utilities

If necessary, the Responsible Party will be responsible for obtaining the proper clearance or approval from any utility company, which may become involved in this Project. Prior to this Project being advertised for bids, the Responsible Party will certify in writing to the State that all such clearances have been obtained.

Section 10. Railroads

In the event the Project involves modification of a railroad company's facilities whereby the Work is to be accomplished by railroad company forces, the Responsible Party shall make timely application to the Public Utilities Commission requesting its order providing for the installation of the proposed improvements and not proceed with that part of the Work without compliance. The Responsible Party shall also establish contact with the railroad company involved for the purpose of complying with applicable provisions of 23 CFR 646, subpart B, concerning federal-aid projects involving railroad facilities, including:

- A. Executing an agreement setting out what work is to be accomplished and the location(s) thereof, and that the costs of the improvement shall be eligible for federal participation.
- B. Obtaining the railroad's detailed estimate of the cost of the Work.
- C. Establishing future maintenance responsibilities for the proposed installation.
- D. Proscribing future use or dispositions of the proposed improvements in the event of abandonment or elimination of a grade crossing.
- E. Establishing future repair and/or replacement responsibilities in the event of accidental destruction or damage to the installation.

Section 11. Environmental Obligations

The Local Agency shall perform all Work in accordance with the requirements of the current federal and state environmental regulations including the National Environmental Policy Act of 1969 (NEPA) as applicable.

Section 12. Maintenance Obligations

The Local Agency will maintain and operate the improvements constructed under this contract at its own cost and expense during their useful life, in a manner satisfactory to the State. The Local Agency will make proper provisions for such maintenance obligations each year. Such maintenance and operations shall be conducted in accordance with all applicable statutes, ordinances and regulations which define the Local Agency's obligations to maintain such improvements. The State will make periodic inspections of the project to verify that such improvements are being adequately maintained.

Section 13. Record Keeping

The Local Agency shall maintain a complete file of all records, documents, communications, and other written materials, which pertain to the costs incurred under this contract. The Local Agency shall maintain such records for a period of three (3) years after the date of termination of this contract or final payment hereunder, whichever is later, or for such further period as may be necessary to resolve any matters which may be pending. The Local Agency shall make such materials available for inspection at all reasonable times and shall permit duly authorized agents and employees of the State to inspect the project and to inspect, review and audit the project records.

Section 14. Termination Provisions

This contract may be terminated as follows:

- A. Termination for Convenience. The State may terminate this contract at any time the State determines that the purposes of the distribution of moneys under the contract would no longer be served by completion of the project. The State shall effect such termination by giving written notice of termination to the Local Agency and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination.
- B. Termination for Cause. If, through any cause, the Local Agency shall fail to fulfill, in a timely and proper manner, its obligations under this contract, or if the Local Agency shall violate any of the covenants, agreements, or stipulations of this contract, the State shall thereupon have the right to terminate this contract for cause by giving written notice to the Local Agency of its intent to terminate and at least ten (10) days opportunity to cure the default or show cause why termination is otherwise not appropriate. In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports or other material prepared by the Local Agency under this contract shall, at the option of the State, become its property, and the Local Agency shall be entitled to receive just and equitable compensation for any services and supplies delivered and accepted. The Local Agency shall be obligated to return any payments advanced under the provisions of this contract.
Notwithstanding the above, the Local Agency shall not be relieved of liability to the State for any damages sustained by the State by virtue of any breach of the contract by the Local Agency, and the State may withhold payment to the Local Agency for the purposes of mitigating its damages until such time as the exact amount of damages due to the State from the Local Agency is determined.
If after such termination it is determined, for any reason, that the Local Agency was not in default or that the Local Agency's action/inaction was excusable, such termination shall be treated as a termination for convenience, and the rights and obligations of the parties shall be the same as if the contract had been terminated for convenience, as described herein.
- C. Termination Due to Loss of Funding. The parties hereto expressly recognize that the Local Agency is to be paid, reimbursed, or otherwise compensated with federal and/or State funds which are available to the State for the purposes of contracting for the Project provided for herein, and therefore, the Local Agency expressly understands and agrees that all its rights, demands and claims to compensation arising under this contract are contingent upon availability of such funds to the State. In the event that such funds or any part thereof are not available to the State, the State may immediately terminate or amend this contract.

Section 15. Legal Authority

The Local Agency warrants that it possesses the legal authority to enter into this contract and that it has taken all actions required by its procedures, by-laws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this contract and to bind the Local Agency to its terms. The person(s) executing this contract on behalf of the Local Agency warrants that such person(s) has full authorization to execute this contract.

Section 16. Representatives and Notice

Each individual identified below is the principal representative of the designating Party. All notices required to be given hereunder shall be hand delivered with receipt required or sent by certified or registered mail to such Party's principal representative at the address set forth below. In addition to but not in lieu of a hard-copy notice, notice also may be sent by e-mail to the e-mail addresses, if any, set forth below. Either Party may from time to time designate by written notice substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt.

If to State

If to the Local Agency

CDOT Region: 1	Town of Parker
Tracy Vance	Chris Hudson
Project Manager	Deputy Director of Engineering
2829 West Howard Place	20120 East Main Street
Denver, CO 80204	Parker, CO 80134
303-512-4090	303-805-3227

Section 17. Successors

Except as herein otherwise provided, this contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Section 18. Third Party Beneficiaries

It is expressly understood and agreed that the enforcement of the terms and conditions of this contract and all rights of action relating to such enforcement, shall be strictly reserved to the State and the Local Agency. Nothing contained in this contract shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the State and the Local Agency that any such person or entity, other than the State or the Local Agency receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

Section 19. Governmental Immunity

Notwithstanding any other provision of this contract to the contrary, no term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, § 24-10-101, et seq., C.R.S., as now or hereafter amended. The parties understand and agree that liability for claims for injuries to persons or property arising out of negligence of the State of Colorado, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of § 24-10-101, et seq., C.R.S., as now or hereafter amended and the risk management statutes, §§ 24-30-1501, et seq., C.R.S., as now or hereafter amended.

Section 20. Severability

To the extent that this contract may be executed and performance of the obligations of the parties may be accomplished within the intent of the contract, the terms of this contract are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof.

Section 21. Waiver

The waiver of any breach of a term, provision, or requirement of this contract shall not be construed or deemed as a waiver of any subsequent breach of such term, provision, or requirement, or of any other term, provision or requirement.

Section 22. Entire Understanding

This contract is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein by writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a writing executed and approved pursuant to the State Fiscal Rules.

Section 23. Survival of Contract Terms

Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this contract and the exhibits and attachments hereto which may require continued performance, compliance or effect

beyond the termination date of the contract shall survive such termination date and shall be enforceable by the State as provided herein in the event of such failure to perform or comply by the Local Agency.

Section 24. Modification and Amendment

This contract is subject to such modifications as may be required by changes in federal or State law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this contract on the effective date of such change as if fully set forth herein. Except as provided above, no modification of this contract shall be effective unless agreed to in writing by both parties in an amendment to this contract that is properly executed and approved in accordance with applicable law.

Section 25. Disputes

Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement will be decided by the Chief Engineer of the Department of Transportation. The decision of the Chief Engineer will be final and conclusive unless, within 30 calendar days after the date of receipt of a copy of such written decision, the Local Agency mails or otherwise furnishes to the State a written appeal addressed to the Executive Director of the Department of Transportation. In connection with any appeal proceeding under this clause, the Local Agency shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Local Agency shall proceed diligently with the performance of the contract in accordance with the Chief Engineer's decision. The decision of the Executive Director or his duly authorized representative for the determination of such appeals will be final and conclusive and serve as final agency action. This dispute clause does not preclude consideration of questions of law in connection with decisions provided for herein. Nothing in this contract, however, shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

Section 26. Statewide Contract Management System

If the maximum amount payable to Contractor under this Contract is \$100,000 or greater, either on the Effective Date or at any time thereafter, this **§Statewide Contract Management System** applies. Contractor agrees to be governed, and to abide, by the provisions of CRS §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 concerning the monitoring of vendor performance on state contracts and inclusion of contract performance information in a statewide contract management system.

Contractor's performance shall be subject to Evaluation and Review in accordance with the terms and conditions of this Contract, State law, including CRS §24-103.5-101, and State Fiscal Rules, Policies and Guidance. Evaluation and Review of Contractor's performance shall be part of the normal contract administration process and Contractor's performance will be systematically recorded in the statewide Contract Management System. Areas of Evaluation and Review shall include, but shall not be limited to quality, cost and timeliness. Collection of information relevant to the performance of Contractor's obligations under this Contract shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of Contractor's obligations. Such performance information shall be entered into the statewide Contract Management System at intervals established herein and a final Evaluation, Review and Rating shall be rendered within 30 days of the end of the Contract term. Contractor shall be notified following each performance Evaluation and Review, and shall address or correct any identified problem in a timely manner and maintain work progress.

Should the final performance Evaluation and Review determine that Contractor demonstrated a gross failure to meet the performance measures established hereunder, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by the Department of Transportation and showing of good cause, may debar Contractor and prohibit Contractor from bidding on future contracts. Contractor may contest the final Evaluation, Review and Rating by: **(a)** filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or **(b)** under CRS §24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §§24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of Contractor, by the Executive Director, upon showing of good cause.

Section 27. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3).

These Special Provisions apply to all contracts except where noted in italics.

A. STATUTORY APPROVAL. §24-30-202(1), C.R.S.

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then this Contract shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. FUND AVAILABILITY. §24-30-202(5.5), C.R.S.

Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. GOVERNMENTAL IMMUNITY.

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. INDEPENDENT CONTRACTOR

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. **Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.**

E. COMPLIANCE WITH LAW.

Contractor shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. CHOICE OF LAW, JURISDICTION, AND VENUE.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. PROHIBITED TERMS.

Any term included in this Contract that requires the State to indemnify or hold Contractor harmless; requires the State to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Contract shall be construed as a waiver of any provision of §24-106-109 C.R.S. Any term included in this Contract that limits Contractor's liability that is not void under this section shall apply only in excess of any insurance to be maintained under this Contract, and no insurance policy shall be interpreted as being subject to any limitations of liability of this Contract.

H. SOFTWARE PIRACY PROHIBITION.

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

J. VENDOR OFFSET AND ERRONEOUS PAYMENTS. §§24-30-202(1) and 24-30-202.4, C.R.S.

[Not applicable to intergovernmental agreements] Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: **(i)** unpaid child support debts or child support arrearages; **(ii)** unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, *et seq.*, C.R.S.; **(iii)** unpaid loans due to the Student Loan Division of the Department of Higher Education; **(iv)** amounts required to be paid to the Unemployment Compensation Fund; and **(v)** other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to Contractor in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Contractor by deduction from subsequent payments under this Contract, deduction from any payment due under any other contracts, grants or agreements between the State and Contractor, or by any other appropriate method for collecting debts owed to the State.

K. PUBLIC CONTRACTS FOR SERVICES. §§8-17.5-101, *et seq.*, C.R.S.

[Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services] Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Contract, through participation in the E-Verify Program or the State verification program established pursuant to §8-17.5-102(5)(c), C.R.S., Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a Subcontractor that fails to certify to Contractor that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Contractor **(i)** shall not use E-Verify Program or the program procedures of the Colorado Department of Labor and Employment ("Department Program") to undertake pre-employment screening of job applicants while this Contract is being performed, **(ii)** shall notify the Subcontractor and the contracting State agency or institution of higher education within 3 days if Contractor has actual knowledge that a Subcontractor is employing or contracting with an illegal alien for work under this Contract, **(iii)** shall terminate the subcontract if a Subcontractor does not stop employing or contracting with the illegal alien within 3 days of receiving the notice, and **(iv)** shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to §8-17.5-102(5), C.R.S., by the Colorado Department of Labor and Employment. If Contractor participates in the Department program, Contractor shall deliver to the contracting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Contractor fails to comply with any requirement of this provision or §§8-17.5-101, *et seq.*, C.R.S., the contracting State agency, institution of higher education or political subdivision may terminate this Contract for breach and, if so terminated, Contractor shall be liable for damages.

L. PUBLIC CONTRACTS WITH NATURAL PERSONS. §§24-76.5-101, *et seq.*, C.R.S.

Contractor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that Contractor **(i)** is a citizen or otherwise lawfully present in the United States pursuant to federal law, **(ii)** shall comply with the provisions of §§24-76.5-101, *et seq.*, C.R.S., and **(iii)** has produced one form of identification required by §24-76.5-103, C.R.S. prior to the Effective Date of this Contract.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

Section 28. SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

*** Persons signing for the Local Agency hereby swear and affirm that they are authorized to act on the Local Agency's behalf and acknowledge that the State is relying on their representations to that effect.**

THE LOCAL AGENCY TOWN OF PARKER Name: _____ (print name) Title: _____ (print title) _____ *Signature Date: _____	STATE OF COLORADO Jared S. Polis Department of Transportation By _____ Stephen Harelson, P.E., Chief Engineer (For) Shoshana M. Lew, Executive Director Date: _____
2nd Local Agency Signature if needed Name: _____ (print name) Title: _____ (print title) _____ *Signature Date: _____	STATE OF COLORADO LEGAL REVIEW Philip J. Weiser, Attorney General By _____ Signature – Assistant Attorney General Date: _____

ALL AGREEMENTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Agreements. This Agreement is not valid until signed and dated below by the State Controller or delegate. The Local Agency is not authorized to begin performance until such time. If the Local Agency begins performing prior thereto, the State of Colorado is not obligated to pay the Local Agency for such performance or for any goods and/or services provided hereunder.

STATE OF COLORADO STATE CONTROLLER Robert Jaros, CPA, MBA, JD By: _____ Colorado Department of Transportation Date: _____

Exhibit A –Statement of Work

23970

MTF 083A-144

Scope of Work

Parker Road: Multi-Use Trail/Sidewalk

MTF 083A-144 (23970)

This project is for the Construction of a multi-use trail/sidewalk adjacent to the west side of Parker Road (State Highway 83) between the Twenty Mile Road intersection to the Hess Road intersection. The project will include a spur to the Cherry Creek Trail.

The project is funded with Multi-Modal Options Funding (MMOF). MMOF funding expenditures shall be invoiced by June 1st of the year they expire.

EXHIBIT B, LOCAL AGENCY RESOLUTION

EXHIBIT C – FUNDING PROVISIONS**MTF 083A-144 (23970) MMOF****A. Cost of Work Estimate**

The Local Agency has estimated the total cost the Work to be \$2,000,000.00, which is to be funded as follows:

1. BUDGETED FUNDS				
a.	State Funds (50.00% of Participating Costs)			\$1,000,000.00
b.	Local Agency Matching Funds (50.00% of Participating Costs)			\$1,000,000.00
TOTAL BUDGETED FUNDS				\$2,000,000.00
2. ESTIMATED PAYMENT TO LOCAL AGENCY				
a.	State Funds Budgeted			\$1,000,000.00
TOTAL ESTIMATED PAYMENT TO LOCAL AGENCY				\$1,000,000.00
3. FOR CDOT ENCUMBRANCE PURPOSES				
a.	Total Encumbrance Amount			\$2,000,000.00
b.	Less ROW Acquisition 3111 and/or ROW Relocation 3109			\$0.00
Net to be encumbered as follows:				\$1,000,000.00
<i>Note: No funds are currently available. Design and Construction funds will become available after execution of an Option letter (Exhibit B) or formal Amendment.</i>				
WBS Element 23970.10.30	Performance Period Start*/End Date N/A / N/A	Design	3020	\$0.00
WBS Element 23970.20.10	N/A / N/A	Const.	3301	\$0.00

*The Local Agency should not begin work until **both** of the following are in place:

- 1) The execution of the document encumbering funds for the respective phase; and
- 2) Local Agency receipt of the official Notice to Proceed. Any work performed before these milestones are achieved will not be reimbursable.

B. Matching Funds

The matching ratio for this Work is 50.00% State funds to 50.00% Local Agency funds, it being understood that such ratio applies only to the \$2,000,000.00 of total budgeted funds, it being further understood that all non-participating costs are borne by the Local Agency at 100%. If the total cost of performance of the Work is less than \$2,000,000.00, then the amounts of Local Agency and State funds will be decreased in accordance with the funding ratio described herein.

C. Maximum Amount Payable

The maximum amount payable to the Local Agency under this Agreement shall be \$1,000,000.00 (for CDOT accounting purposes, the State funds of \$1,000,000.00 will be encumbered, but the Local Agency matching funds of \$1,000,000.00 will NOT be encumbered), unless such amount is increased by an appropriate written modification to this Agreement executed before any increased cost is incurred. It is understood and agreed by the parties hereto that the total cost of the Work stated hereinbefore is the best estimate available, based on the design data as approved at the time of execution of this Agreement, and that such cost is subject to revisions (in accord with the procedure in the previous sentence) agreeable to the parties prior to bid and award.

The maximum amount payable shall be reduced without amendment when the actual amount of the Local Agency's awarded contract is less than the budgeted total of the State funds and the Local Agency matching funds. The maximum amount payable shall be reduced through the execution of an Option Letter as described in Section 6 of this contract.

EXHIBIT D – OPTION LETTER

SAMPLE IGA OPTION LETTER

(This option has been created by the Office of the State Controller for CDOT use only)

NOTE: This option is limited to the specific contract scenarios listed below

AND may be used in place of exercising a formal amendment.

Date:	State Fiscal Year:	Option Letter No.	Option Letter CMS Routing #
			Option Letter SAP #
Original Contract CMS #		Original Contract SAP #	

Vendor name: _____

SUBJECT:

Option to unilaterally authorize the Local Agency to begin a phase which may include Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous ONLY (*does not apply to Acquisition/Relocation or Railroads*) and to update encumbrance amounts(a new Exhibit C must be attached with the option letter and shall be labeled C-1, future changes for this option shall be labeled as follows: C-2, C-3, C-4, etc.).

Option to unilaterally transfer funds from one phase to another phase (a new Exhibit C must be attached with the option letter and shall be labeled C-1, future changes for this option shall be labeled as follows: C-2, C-3, C-4, etc.).

Option to unilaterally do both A and B (a new Exhibit C must be attached with the option letter and shall be labeled C-1, future changes for this option shall be labeled as follows: C-2, C-3, C-4, etc.).

REQUIRED PROVISIONS:

Option A (Insert the following language for use with the Option A):

In accordance with the terms of the original Agreement (*insert CMS routing # of the original Agreement*) between the State of Colorado, Department of Transportation and (*insert the Local Agency's name here*), the State hereby exercises the option to authorize the Local Agency to begin a phase that will include (*describe which phase will be added and include all that apply – Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous*) and to encumber previously budgeted funds for the phase based upon changes in funding availability and authorization. The encumbrance for (*Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous*) is (*insert dollars here*). A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**. (*The following is a NOTE only, please delete when using this option. Future changes for this option for Exhibit C shall be labled as follows: C-2, C-3, C-4, etc.*).

Option B (Insert the following language for use with Option B):

In accordance with the terms of the original Agreement (*insert CMS # of the original Agreement*) between the State of Colorado, Department of Transportation and (*insert the Local Agency's name here*), the State hereby exercises the option to transfer funds from (*describe phase from which funds will be moved*) to (*describe phase to which funds will be moved*) based on variance in actual phase costs and original phase estimates. A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**. (*The following is a NOTE only so please delete when using this option: future changes for this option for Exhibit C shall be labeled as follows: C-2, C-3, C-4, etc.*

Option C *(Insert the following language for use with Option C):*

In accordance with the terms of the original Agreement *(insert CMS routing # of original Agreement)* between the State of Colorado, Department of Transportation and *(insert the Local Agency's name here)*, the State hereby exercises the option to 1) release the Local Agency to begin a phase that will include *(describe which phase will be added and include all that apply – Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous)*; 2) to encumber funds for the phase based upon changes in funding availability and authorization; and 3) to transfer funds from *(describe phase from which funds will be moved)* to *(describe phase to which funds will be moved)* based on variance in actual phase costs and original phase estimates. A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**. *(The following is a NOTE only so please delete when using this option: future changes for this option for Exhibit C shall be labeled as follows: C-2, C-3, C-4, etc.*

(The following language must be included on ALL options):

The total encumbrance as a result of this option and all previous options and/or amendments is now *(insert total encumbrance amount)*, as referenced in **Exhibit (C-1, C-2, etc., as appropriate)**. The total budgeted funds to satisfy services/goods ordered under the Agreement remains the same: *(indicate total budgeted funds)* as referenced in **Exhibit (C-1, C-2, etc., as appropriate)** of the original Agreement.

The effective date of this option letter is upon approval of the State Controller or delegate.

APPROVALS:

State of Colorado:

Jared S. Polis, Governor

By: _____ Date: _____
Executive Director, Colorado Department of Transportation

ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Agreement is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If the Local Agency begins performing prior thereto, the State of Colorado is not obligated to pay the Local Agency for such performance or for any goods and/or services provided hereunder.

**State Controller
Robert Jaros, CPA, MBA, JD**

By: _____

Date: _____

Form Updated: December 19, 2012



Request for Town Council Action

Date: October 5, 2020

Submitted By: Alex Mestdagh, Engineering Service Manager

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 9.291.1 - Second Reading**
A Bill for an Ordinance Approving the Amendment to
Agreement Regarding Final Design and Construction of Fee-
In-Lieu Drainage and Flood Control Improvements for
Green Acres Tributary at Compark Village South
(Agreement No. 19-06.01A, Project No. 107382) By and
Between Urban Drainage and Flood Control District d/b/a
Mile High Flood District and the Town of Parker
Department: Engineering and Public Works, Michael
Grabczyk
Engineering and Public Works, Alex Mestdagh

EXECUTIVE SUMMARY

This item proposes an amendment to an Intergovernmental Agreement (IGA) between the Town and the Mile High Flood District (MHFD) regarding improvements to Green Acres Tributary at the Compark Village South development. This amendment codifies the construction costs for these developer-funded improvements that will be constructed by MHFD at no cost to the Town.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Green Acres Tributary is a major drainageway located within the northwestern area of the Town. A portion of the drainageway is located within the proposed Compark Village South development, which is located south of E-470 and north of the Grandview Estates subdivision. In accordance with Town Code, the developer of the Compark Village South property is required to design and construct any master-planned improvements to the major drainageway.

The Mile High Flood District has agreed to construct these improvements to Green Acres Tributary as a Fee-in-Lieu Improvement (FILI) project. In a FILI arrangement, the developer funds 100% of the cost to design and construct the improvements, while the District manages the design and construction contracts with assistance and input from Town Staff. This arrangement is attractive to the Town and District due to their increased control over the project, and is attractive to the developer because they can remove this work from the scope of

improvements they will oversee.

The developer funding for the FILI improvements will be codified and collected by the Town through the Subdivision Agreement for the Compark Village South development. Thus, an IGA between the Town and District is necessary to transfer the developer funding to the District and memorialize the improvements that will be designed and constructed by the District. This IGA was originally executed in 2019 to codify the design of the FILI improvements, and with final design of the improvements now complete, is now proposed to be amended to include the construction costs.

FINANCIAL IMPACT

These improvements will be funded 100% by the Compark Village South developer, and will be constructed at no cost to the Town. The total cost to design and construct the improvements is \$5,382,106.

STRATEGIC GOAL(S)



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH



PROMOTE A SAFE AND
HEALTHY COMMUNITY



INNOVATE WITH
COLLABORATIVE
GOVERNANCE

ATTACHMENTS

1. Vicinity Map
2. Ordinance 9.291.1

RECOMMENDED MOTION

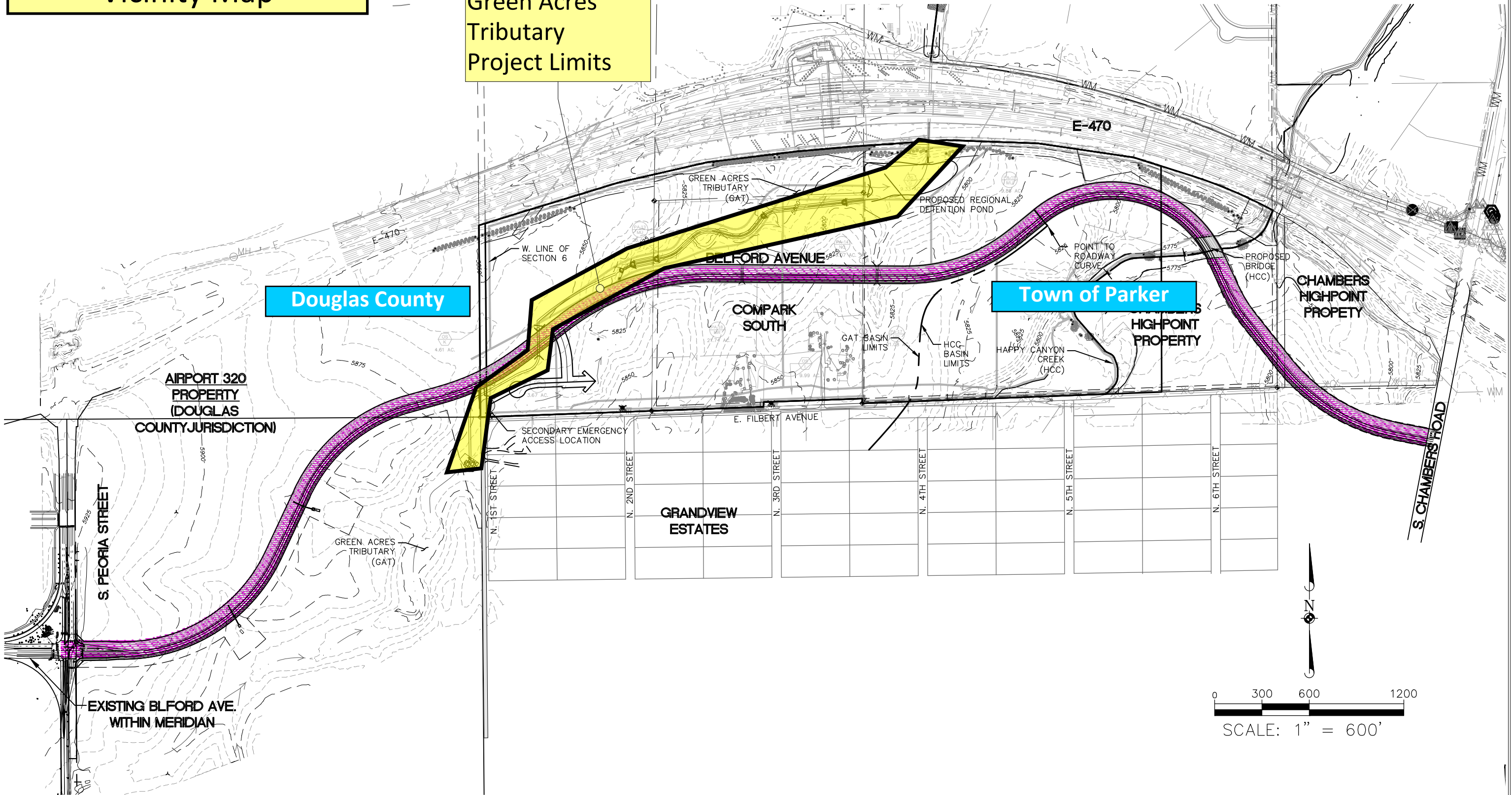
I move to approve Ordinance No. 9.291.1 on second reading.

Green Acres Tributary
Vicinity Map

Green Acres
Tributary
Project Limits

Douglas County

Town of Parker



0 300 600 1200
SCALE: 1" = 600'

ORDINANCE NO. 9.291.1, Series of 2020

TITLE: A BILL FOR AN ORDINANCE APPROVING THE AMENDMENT TO AGREEMENT REGARDING FINAL DESIGN AND CONSTRUCTION OF FEE-IN-LIEU DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR GREEN ACRES TRIBUTARY AT COMPARK VILLAGE SOUTH (AGREEMENT NO. 19-06.01A, PROJECT NO. 107382) BY AND BETWEEN URBAN DRAINAGE AND FLOOD CONTROL DISTRICT D/B/A MILE HIGH FLOOD 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 Amendment to Agreement Regarding Final Design and Construction of Drainage and Flood Control Improvements for Green Acres Tributary at Compark Village South (Agreement No. 19-06.01A, Project No. 107382) by and between Urban Drainage and Flood Control District d/b/a Mile High Flood 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 _____, 2020.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

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

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

EXHIBIT 1

AMENDMENT TO
AGREEMENT REGARDING
FINAL DESIGN AND CONSTRUCTION
OF FEE-IN-LIEU DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR
GREEN ACRES TRIBUTARY AT COMPARK VILLAGE SOUTH
TOWN OF PARKER

Agreement No. 19-06.01A
Project No. 107382

THIS AGREEMENT, by and between URBAN DRAINAGE AND FLOOD CONTROL DISTRICT D/B/A MILE HIGH FLOOD DISTRICT (hereinafter called "DISTRICT") TOWN OF PARKER (hereinafter called "TOWN") and collectively known as "PARTIES";

WITNESSETH:

WHEREAS, PARTIES have entered into "Agreement Regarding Final Design and Construction of Fee-in-Lieu Drainage and Flood Control Improvements for Green Acres Tributary at Compark Village South, Town of Parker" (Agreement No. 19-06.01) dated July 16, 2019; and

WHEREAS, PARTIES now desire to construct drainage and flood control improvements for Green Acres Tributary at Compark Village South; and

WHEREAS, PARTIES desire to increase the level of funding by \$4,903,359; and

WHEREAS, TOWN now desires to utilize developer funding to construct PLAN improvements; and

WHEREAS, DISTRICT, on behalf of TOWN shall manage the construction of PROJECT for an administrative fee to cover the additional project management costs for PROJECT; and

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. Delineation, description and acquisition of required rights-of-way/ easements;
 3. Construction of improvements;
 4. Contingencies mutually agreeable to PARTIES.
 5. Vegetation establishment
 6. Final design administrative fee
 7. Construction administrative fee

- B. It is understood that PROJECT costs as defined above are not to exceed \$5,382,106 without amendment to this Agreement.

PROJECT costs for the various elements of the effort are estimated as follows:

<u>PROJECT ITEM</u>		<u>AS</u> <u>AMENDED</u>	<u>ORIGINAL</u>
1.	Final design	\$ 456,897	\$ 456,897
2.	Right of way	\$ -0-	\$ -0-
3.	Construction	\$ 4,179,532	\$ -0-
4.	Contingencies	\$ 384,100	\$ -0-
5.	Vegetation Establishment	\$ 277,035	\$ -0-
	Sub Total	\$ 5,297,564	\$ 456,897
<u>ADMINISTRATIVE ITEM</u>			
6.	Final Design Administrative Fee	\$ 21,850	\$ 21,850
7.	Construction Administrative Fee	\$ 62,693	\$ -0-
	Sub Total	\$ 84,543	\$ 21,850
	Grand Total	\$ 5,382,106	\$ 478,747

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.

2. Paragraph 5. MANAGEMENT OF FINANCES is deleted and replaced as follows:

5. MANAGEMENT OF FINANCES

- A. Project Costs. 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 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 DISTRICT approval.

Project Payment by TOWN of \$5,382,106 shall be made to DISTRICT subsequent to execution of this Agreement and within 30 days of request for payment by DISTRICT. PROJECT payment 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).

- B. Administrative Costs. As set forth in DISTRICT policy (Resolution No. 38, Series of 2017), DISTRICT shall collect administrative fees for Fee-In-Lieu projects to offset DISTRICT

staff time required to manage the Final Design and Construction of PROJECT. The administrative fee is nonrefundable and to be held in the Development Service Enterprise Fund.

1. Final Design. The administrative fee is based on a standard one-time charge for final design start-up and close-out cost, plus a monthly final design management cost. The monthly final design management cost will be the rate below per months PROJECT is in design.

Final Design Start-up Cost	\$2,400
Monthly Final Design Management	\$1,645 per month
Final Design Close-out Cost	\$3,000

2. Construction. The administrative fee is based percentage of the estimated construction costs. The percentage charged is as shown in the following table.

Under \$500,000	8%
\$1,000,000 - \$1,500,000	4%
\$1,500,000 - \$2,000,000	3%
\$2,000,000 - \$3,500,000	2.0%
\$3,500,000 - \$5,000,000	1.5%
\$5,000,000 - \$10,000,000	1.0%
\$10,000,000 - \$15,500,000	0.7%
\$15,500,000 - \$20,000,000	0.6%

3. All other terms and conditions of Agreement No. 19-06.01 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 written below.

URBAN DRAINAGE AND
FLOOD CONTROL DISTRICT D/B/A
MILE HIGH FLOOD DISTRICT

By_____

Name Ken A. MacKenzie

Title Executive Director

Date_____

Checked By

TOWN OF PARKER

(SEAL)

By _____
Mike Waid

ATTEST:

Title Mayor

Carol Baumgartner, Town Clerk

Date _____

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

Phase	Cost	Notes
Conceptual Design	\$0	<i>Establishes land, time, and funding needed</i>
Final Design and Permitting	\$451,897	<i>Typically 10% to 20% of construction cost</i>
Contractor Value Engineering	\$5,000	<i>Typically \$5,000 to \$10,000 depending on project scale</i>
MHFD Final Design Phase Fee	\$21,850	<i>\$2,400 startup + \$1,645/month + \$3,000 closeout</i>
Design Phase Total =	\$478,747	
Construction ¹	\$2,990,235	<i>Typically \$500 to \$1,000 per linear foot</i>
Vegetation Construction	\$850,742	
Construction Contingency (10%)	\$384,100	<i>Typically 15% of Construction Cost (refundable)</i>
Construction Engineering Services	\$338,555	<i>Typically 5% to 10% of Construction Costs</i>
Vegetation Establishment ²	\$277,035	<i>Weed control, watering, re-seeding</i>
MHFD Construction Phase Fee	\$62,693	<i>Percentage of construction cost (min 0.6%, max 8.0%)</i>
Construction Phase Total =	\$4,903,359	
Total Project Cost =	\$5,382,106	

¹Construction cost provided by Naranjo, based on 100% plans and quantities.

² 3-year vegetation maintenance