

TOWN OF PARKER COUNCIL AGENDA

August 21, 2023

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.

Public comment for items that are not on the agenda may be made in person or electronically at <http://parkeronline.org/CouncilPublicComment>. For those unable to provide comments in person or 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 submitted electronically through the website that are received 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.

Public Viewing Only - YouTube: Town Council meetings may be viewed live on YouTube at www.youtube.com/townofparkerco.

PLEASE NOTE: Public participation is NOT available through YouTube.

1. TOWN COUNCIL MEETING SCHEDULE

- A. 6:00 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. **PUBLIC COMMENTS** (No action will be taken on these items.) *Public Comment is an opportunity for Town residents and other interested individuals to speak about items that are NOT on the agenda. This comment period is limited to 30 minutes total time, with each individual allowed a maximum of 3 minutes to speak. You must sign up ahead of time in order to comment, and that sign up begins 30 minutes before the start of the meeting. The Council will accommodate as many speakers as possible during this time—with preference to Town residents—but if public comment extends beyond the allotted 30 minutes, Town Council will continue the comment period at the end of the meeting, prior to adjourning for those who signed up before the meeting.*

3. REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL

4. 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 - August 7, 2023*
- B. *TOWN COUNCIL OF THE TOWN OF PARKER ORDER IN SUPPORT OF DENIAL OF THE APPLICATION TO AMEND THE STROH RANCH PLANNED DEVELOPMENT MASTER PLAN 2ND AMENDMENT – PD DEVELOPMENT GUIDE*
Department: Town Attorney, Kristin Hoffmann

- C. *ORDINANCE NO. 9.362 - First Reading*
A Bill for an Ordinance to Approve the Intergovernmental Agreement Between the Town of Parker, Colorado, and Olde Town Metropolitan District
Department: Kristin Hoffmann, Town Attorney
Second Reading: September 5, 2023
- D. *RESOLUTION NO. 23-070*
A Resolution to Appoint Representatives to the Rueter-Hess Reservoir Recreation Advisory Board
Department: Parks, Recreation and Open Space, Mary Colton
- E. *RESOLUTION NO. 23-071*
A Resolution Accepting the Conveyance of Real Property from Cherry Creek South Metropolitan District for Right-of-Way on Tammy Lane at Hess Road
Department: Engineering and Public Works, Alex Mestdagh
- F. *CONTRACTS OVER \$100,000*
1. *2023 Townwide Resurfacing Program (CIP 23-002) Contract Modification*
Amount: \$1,115,301.15 Additional for a revised contract amount of \$3,300,694.05
Contractor: Brannan Sand & Gravel Company, LLC
Department: Engineering and Public Works, John Mounier
2. *Holiday Lighting Contract*
Amount: \$102,401.57
Contractor: SavATree, LLC
Department: Parks, Forestry and Open Space, Jared Musil
3. *Jon Dickey, LLC Roof Contract Modification*
Amount: Additional \$75,004 for a revised total of \$155,000
Contractor: Jon Dickey, LLC
Department: Community Development, Randy Sale

5. **PUBLIC HEARINGS**

- A. **HORSESHOE RIDGE LOT 2 BLOCK 1 - VET CLINIC - Use by Special Review**
Applicant: Michael Skarie
Location: 12225 Pardee Street
Department: Community Development, Ashley Chasez
TRAKiT No.: Z23-008

B. HESS RANCH METROPOLITAN DISTRICT NOS. 5-8

Department: Town Attorney, Kristin Hoffmann

1. RESOLUTION NO. 23-064

A Resolution to Approve the First Amendment to Service Plan for Hess Ranch Metropolitan District No. 5

2. RESOLUTION NO. 23-065

A Resolution to Approve the First Amendment to Service Plan for Hess Ranch Metropolitan District No. 6

3. RESOLUTION NO. 23-066

A Resolution to Approve the First Amendment to Service Plan for Hess Ranch Metropolitan District No. 7

4. RESOLUTION NO. 23-067

A Resolution to Approve the First Amendment to Service Plan for Hess Ranch Metropolitan District No. 8

C. RESOLUTION NO. 23-068

A Resolution to Approve the Service Plan for the Kime Ranch Metropolitan District

Department: Kristin Hoffmann

D. ORDINANCE NO. 13.111 - Second Reading

A Bill for an Ordinance to Organize the Downtown Parker Business Improvement District; to Provide for an Appointed Board of Directors of the District and Appoint the Initial Directors Thereto; and Approve the 2023-2024 Operating Plan and Budget for the District

Department: Town Attorney, Kristin Hoffmann

E. ORDINANCE NO. 13.112 - Second Reading

A Bill for an Ordinance to Organize the Chambers Commercial Center Business Improvement District; to Provide for an Election of the Board of Directors of the District and Appoint the Initial Directors Thereto; and Approve the 2023-2024 Operating Plan and Budget for the District

Department: Town Attorney, Kristin Hoffmann

6. ORDINANCES

A. ORDINANCE NO. 1.590 - Second Reading

A Bill for an Ordinance to Approve the Agreement for Purchase and Sale of Land with CDBG, LLC, Concerning Lot 26A, Block 1, Twenty Mile Village Filing No. 2, 4th Amendment

Department: Engineering and Public Works, Bob Exstrom

- B. ORDINANCE NO. 1.591 - Second Reading**
A Bill for an Ordinance to Approve the Agreement for Purchase and Sale of Land with
CDBG, LLC, Concerning Lot 23A, Block 1, Twenty Mile Village Filing No. 2, 4th Amendment
Department: Engineering and Public Works, Bob Exstrom

7. RESOLUTIONS

- A. RESOLUTION NO. 23-063**
A Resolution to Approve the Model Single District and Multiple District Service Plans
Department: Town Attorney, Kristin Hoffmann
- B. RESOLUTION NO. 23-072**
A Resolution of the Town Council Supporting the Passage of Ballot Question 2A Concerning
the Fines and Maximum Imprisonment for Violations of the Parker Municipal Code
Department: Town Council
- C. RESOLUTION NO. 23-073**
A Resolution of the Town Council Supporting the Passage of Ballot Question 2B Concerning
the Management of Town Employees
Department: Town Council
- D. RESOLUTION NO. 23-074**
A Resolution of the Town Council Supporting the Passage of Ballot Question 2C Concerning
the Administration of the Oath of Office to New Police Officers
Department: Town Council
- E. RESOLUTION NO. 23-075**
A Resolution of the Town Council Supporting the Passage of Ballot Question 2D Concerning
Delegation of Authority to Accept or Refuse Gifts, Bequests, or Donations
Department: Town Council

8. PUBLIC COMMENTS CONTINUED IF NECESSARY

9. ADJOURNMENT

Parker Town Council

Executive Session Agenda

August 21, 2023

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

1. Douglas County Ordinance No. O-023-002 concerning camping and prohibition of temporary structures on public property

**TOWN OF PARKER COUNCIL
MINUTES
AUGUST 7, 2023**

Mayor Jeff Toborg called the meeting to order at 5:00 p.m. All Councilmembers were present, except for Todd Hendreks.

Town Attorney Kristin Hoffmann announced there were four topics for discussion in the Executive Session under C.R.S. § 24-6-402(4)(b). The first item was about the Greater Downtown Special Private Art Permit and House Bill 23-1061. The second item was regarding American Academy Charter School traffic impacts and potential litigation. The third item was concerning the Olde Town Metropolitan District Amended and Restated Service Plan and Intergovernmental Agreement. The final item related to equipment in the Town's right-of-way.

EXECUTIVE SESSION

Brandi Wilks moved and Joshua Rivero seconded to enter into Executive Session at 5:01 p.m. to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b).

The motion was approved unanimously.

Joshua Rivero moved and Anne Barrington seconded to come out of Executive Session at 6:25 p.m.

The motion was approved unanimously.

Brandi Wilks moved and Anne Barrington seconded to recess the Regular Meeting until 7:00 p.m.

The motion was approved unanimously.

REGULAR SESSION

Mayor Toborg reconvened the regular Town Council meeting at 7:00 p.m.

Mayor Toborg led the Council and audience in the Pledge of Allegiance.

PUBLIC COMMENTS

None.

REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL

Each Councilmember reported on meetings and activities they had attended since the last Town Council meeting.

CONSENT AGENDA

- A. *APPROVAL OF MINUTES - July 17, 2023*
- B. *ORDINANCE NO. 13.111 - First Reading*
A Bill for an Ordinance to Organize the Downtown Parker Business Improvement District; to Provide for an Appointed Board of Directors of the District and Appoint the Initial Directors Thereto; and Approve the 2023-2024 Operating Plan and Budget for the District
Department: Town Attorney, Kristin Hoffmann
Second Reading: August 21, 2023
- C. *ORDINANCE NO. 13.112 - First Reading*
A Bill for an Ordinance to Organize the Chambers Commercial Center Business Improvement District; to Provide for an Election of the Board of Directors of the District and Appoint the Initial Directors Thereto; and Approve the 2023-2024 Operating Plan and Budget for the District
Department: Town Attorney, Kristin Hoffmann
Second Reading: August 21, 2023
- D. *ORDINANCE NO. 1.590 - First Reading*
A Bill for an Ordinance to Approve the Agreement for Purchase and Sale of Land with CDBG, LLC, Concerning Lot 26A, Block 1, Twenty Mile Village Filing No. 2, 4th Amendment
Department: Engineering and Public Works, Bob Exstrom
Second Reading: August 21, 2023
- E. *ORDINANCE NO. 1.591 - First Reading*
A Bill for an Ordinance to Approve the Agreement for Purchase and Sale of Land with CDBG, LLC, Concerning Lot 23A, Block 1, Twenty Mile Village Filing No. 2, 4th Amendment
Department: Engineering and Public Works, Bob Exstrom
Second Reading: August 21, 2023
- F. *RESOLUTION NO. 23-060*
A Resolution Assigning and Transferring to Douglas County Housing Partnership All of the Town of Parker's 2023 Private Activity Bond Volume Cap Allocation from the State Ceiling for Private Activity Bonds, and Authorizing the Execution and Delivery of an Assignment and Other Documents in Connection Therewith
Department: Community Development, Bryce Matthews

G. *RESOLUTION NO. 23-069*

A Resolution Setting a Public Hearing for Consideration of a Petition to Form the Chambers Commercial Center Business Improvement District and Directing the Town Clerk to Cause a Notice of the Hearing to be Published and Mailed Pursuant to the Business Improvement District Act

Department: Town Attorney, Kristin Hoffmann

H. *CONTRACTS OVER \$100,000*

1. *Town Hall Roof Contract*

Amount: \$499,506

Contractor: Alpine Roofing

Department: Engineering and Public Works, Jim Gilbert

2. *Preliminary Design Contract for Hilltop and Parker Road Improvements*

Amount: \$192,166

Contractor: Wilson & Company

Department: Engineering and Public Works, Patrick Burke

3. *2023 Townwide Pavement Markings - Crosswalk/Symbols Project (CIP 23-011)*

Amount: \$228,570.58

Contractor: Kolbe Striping Inc.

Department: Engineering and Public Works, Chris Hudson

Joshua Rivero moved to approve Consent Agenda Items 4A through 4H.

Laura Hefta seconded the motion.

A roll call vote was taken:

Joshua Rivero - yes

Anne Barrington - yes

John Diak - yes

Brandi Wilks - yes

Laura Hefta - yes

The motion was approved unanimously.

RESOLUTIONS**RESOLUTION NO. 23-061****A Resolution to Appoint Members to the Parker Youth Commission and to Appoint a Vice-Chair****Department: Town Manager, Cheri Sullivan**

The Parker Youth Commission (PYC) has four (4) regular members whose terms expire on August 31, 2023. Three (3) candidates meeting the requirements for service applied for appointment to the PYC and were interviewed on July 11, 2023. The Review Committee consisted of Mayor Jeff Toborg, Town Councilmember Laura Hefta, Community Relations Liaison Cheri Sullivan, Cultural Education Manager Kirstin Fletcher, Education Recreation Manager Errin Koon, and PD Outreach Coordinator Bri Rock.

The Review Committee recommended the following:

1. Appoint the following three (3) regular members to the Parker Youth Commission for a two-year term, ending on August 31, 2025 (leaving one (1) vacancy): Alisa Babic, Bella Harper, and Izzy Sanchez
2. Appoint Bella Harper as Vice-Chair of the Parker Youth Commission for a one-year term, ending on August 31, 2024. Upon completion of this term, she will assume the role of the Chair for a one-year term, ending on August 31, 2025.

Mayor Toborg and the Councilmembers recognized these youth for their willingness to serve.

Laura Hefta moved to approve Resolution No. 23-061.

Anne Barrington seconded the motion.

A roll call vote was taken:

Joshua Rivero - yes

Anne Barrington - yes

John Diak - yes

Brandi Wilks - yes

Laura Hefta - yes.

The motion carried unanimously.

PUBLIC HEARINGS

A. HIGHLANDS AT KING'S POINT REZONE (Continue to a date uncertain)

Applicant: THK Associates
Location: North of Cottonwood Drive between King's Point Way and E-470
Department: Community Development, Amber Wood Hicken
TRAKiT No.: Z22-035

1. ORDINANCE NO. 3.74.3 - Second Reading

A Bill for an Ordinance Amending Ordinance No. 3.74.1, Series of 2013, by the Deletion of Certain Property from the Planned Development Zoned Area Known as the Crown Point Center Planned Development Property

John Diak moved to continue the public hearing to consider Ordinance No. 3.74.3 to a date uncertain with the condition that the applicant is required to re-notice the public hearing.

Joshua Rivero seconded the motion.

A roll call vote was taken:

Joshua Rivero - yes
 Anne Barrington - yes
 John Diak - yes
 Brandi Wilks - yes
 Laura Hefta - yes

The motion was approved unanimously.

2. ORDINANCE NO. 3.331.1 - Second Reading

A Bill for an Ordinance Rezoning Certain Property Within the Town of Parker, Colorado, to be Included Within the Highlands at King's Point PD-Planned Development District and Amending the Highlands at King's Point PD Planned Development District to Include Such Property, Pursuant to the Parker Land Development Ordinance and Amending the Zoning Ordinance and Map to Conform Therewith

John Diak moved to continue the public hearing to consider Ordinance No. 3.331.1 to a date uncertain with the condition that the applicant is required to re-notice the public hearing.

Brandi Wilks seconded the motion.

A roll call vote was taken:

Joshua Rivero - yes
 Anne Barrington - yes
 John Diak - yes
 Brandi Wilks - yes
 Laura Hefta - yes

The motion was approved unanimously.

ORDINANCES

**A. ORDINANCE NO. 9.357 - Second Reading (Corrected Ordinance Number is 9.360)
A Bill for an Ordinance to Approve the Intergovernmental Agreement Between the
Town of Parker and the Board of the County Commissioners of Douglas County
Regarding Cost Sharing for the Construction of the Dransfeldt Road Extension
Project**

Department: Engineering and Public Works, Chris Hudson

The purpose of this item was to approve the Intergovernmental Agreement (IGA) with Douglas County for partial construction funding of the proposed Dransfeldt Road extension construction project. This IGA is needed to formalize negotiations and jointly fund the construction effort. This IGA would commit Douglas County to an \$8 million funding contribution for the construction of the Dransfeldt extension project. Construction of the roadway improvements is tentatively anticipated to commence in the 4th Quarter of 2023 or the 1st Quarter of 2024 following the floodway improvements.

The Douglas County Board of County Commissioners is tentatively scheduled to review this IGA at their September 12, 2023 meeting.

Public Comments: Christopher Adams, Parker, stated that he is supportive of the project but was concerned about the width of the roads and bridges, the safety under bridges for people using the trail, and the timeline for completion.

Mike Smith, Parker, stated that this project has been discussed since 2007. He is supportive of the project, the progress of the related negotiations, and this IGA.

John Diak moved to approve Ordinance No. 9.357 on second reading.

Joshua Rivero seconded the motion.

A roll call vote was taken:

Joshua Rivero - yes

Anne Barrington - yes

John Diak - yes

Brandi Wilks - yes

Laura Hefta - yes

The motion was approved unanimously.

**B. ORDINANCE NO. 9.358 - Second Reading (Corrected Ordinance Number is 9.361)
A Bill for an Ordinance Approving the Intergovernmental Agreement between the
Douglas County Clerk and Recorder and the Town of Parker Regarding the Conduct
and Administration of the November 7, 2023, Coordinated Election**

**Department: Town Clerk, Chris Vanderpool
Town Attorney, Kristin Hoffmann**

Under the "Uniform Election Code," the Town will coordinate its special election with Douglas County. On May 1, 2023, the Town Council passed Resolution No. 23-043 to participate in the November 7, 2023 Douglas County coordinated election. Under the Uniform Election Code, the Town and Douglas County are required to enter into an IGA to conduct the election. The Town and Douglas County will enter into the 2023 IGA, which is attached to the ordinance.

Public Comments: None.

Joshua Rivero moved to approve Ordinance No. 9.358 on second reading.

Brandi Wilks seconded the motion.

A roll call vote was taken:

Joshua Rivero - yes

Anne Barrington - yes

John Diak - yes

Brandi Wilks - yes

Laura Hefta - yes

The motion was approved unanimously.

CONTRACTS OVER \$500,000

A. Bradbury Ranch Drive Emergency Repair Contract Modification

**Amount: \$300,000 addition to original contract of \$300,000 for a
revised total of \$600,000**

Contractor: Naranjo Civil Constructors

Department: Engineering and Public Works, Chris Hudson

On June 11, 2023, an existing sixty-six (66) inch corrugated metal culvert pipe under Bradbury Ranch Drive between the Independence Drive intersection and the McClellan Road intersection failed during a rain event. This resulted in a sinkhole that caused Bradbury Ranch Drive to be closed for use by the public. The Town of Parker mobilized an emergency contractor to repair the failed storm drainage culvert and address the resulting sinkhole of approximately fifteen (15) feet in depth spanning nearly the entire roadway limits.

On June 20, the Town Council ratified a \$300,000 contract with Naranjo Civil Constructors (NCC) for emergency repairs. This original contract amount was based on limited knowledge of the needed repairs in the days after the event. The Town's design consultant recommended the addition of an energy dissipation structure at the downstream end of the proposed culvert plus

adjustment of the culvert grades and extension of the culvert to reduce the potential of downstream erosion.

The replacement culvert installation process was impacted/slowed by the need to minimize impacts on the Bradbury Ranch HOA decorative fence/railing along the sides of the roadway at the culvert crossing. A Parker Water & Sanitation District waterline was removed and replaced to allow for the culvert replacement. Additionally, several utilities were supported during the excavation and replacement culvert installation, which slowed the installation work. NCC diligently worked on the emergency repair, including working through several additional rain events that set back the work progress. Bradbury Ranch Drive was reopened to the traveling public on the afternoon of July 21. The full cost of the Naranjo emergency contract is not known but is estimated to be roughly \$550,000. This contract modification is for an additional \$300,000 or a revised total contract amount of \$600,000 to cover any final work that may be needed.

Public Comments: Christopher Adams, Parker, asked about the cost of the repairs, the amount of the contract revisions, and budget revisions which might be needed.

Anne Barrington moved to approve the staff recommendation, as a part of the regular agenda.

Laura Hefta seconded the motion.

A roll call vote was taken:

Joshua Rivero - yes

Anne Barrington - yes

John Diak - yes

Brandi Wilks - yes

Laura Hefta - yes

The motion was approved unanimously.

B. Amendment No. 2 to Contract for Architecture/Engineering Services for the Town Hall Expansion Project

Amount: \$651,547

Contractor: Anderson Mason Dale Architects

Department: Engineering and Public Works, Bob Exstrom

On January 3, 2023, Council awarded a contract for architectural/engineering services (CIP22-051-AS) and amendment (#01) for preliminary design services with Anderson Mason Dale Architects (AMD) for the Town Hall expansion project. On July 10, staff presented the preliminary design results to the Council, including a site plan, floor plans, exterior renderings, and cost estimates. Council supported the design with some comments and agreed that staff should take the next step by requesting a proposal for the next round of design services and presenting it under a contract amendment (#02) for Council's approval.

The next round of design services includes design development and entitlement efforts. These services will generally involve advancing the current preliminary design to 60%, updating the project cost model, and preparing the entitlement deliverables for the required Site Plan Amendment. Services covered in this contract amendment (#02) are anticipated to take

approximately five months to complete and cost \$651,547. Construction is tentatively scheduled to start in the 2nd Quarter of 2024, and completion is tentatively scheduled for 2025.

Public Comments: None.

Joshua Rivero moved to approve the staff recommendation as a part of the regular agenda.

Brandi Wilks seconded the motion.

A roll call vote was taken:

Joshua Rivero - yes

Anne Barrington - yes

John Diak - yes

Brandi Wilks - yes

Laura Hefta - yes

The motion was approved unanimously.

ADJOURNMENT

Joshua Rivero moved to adjourn the meeting at 8:22 p.m.

Anne Barrington seconded the motion.

A roll call vote was taken:

Joshua Rivero - yes

Anne Barrington - yes

John Diak - yes

Brandi Wilks - yes

Laura Hefta - yes

The motion was approved unanimously.

Susan L. Irvine, Deputy Town Clerk

Jeff Toborg, Mayor



Request for Town Council Action

Date: August 21, 2023

Submitted By: Kristin Hoffmann, Town Attorney

Reviewed By: Michelle Kivela, Town Manager

Title: **TOWN COUNCIL OF THE TOWN OF PARKER ORDER IN
SUPPORT OF DENIAL OF THE APPLICATION TO AMEND THE
STROH RANCH PLANNED DEVELOPMENT MASTER PLAN
2ND AMENDMENT – PD DEVELOPMENT GUIDE**

Department: Town Attorney, Kristin Hoffmann

EXECUTIVE SUMMARY

This agenda item would have provided an order supporting denial of Ordinance No. 3.36.5. However, the application that is the subject of Ordinance No. 3.36.5 has been withdrawn, so no further Council action is needed.

STAFF RECOMMENDATION

Other

BACKGROUND/DISCUSSION

At the July 17, 2023 Town Council meeting, Town Council voted to deny Ordinance No. 3.36.5 and to direct the Town Attorney to draft findings to support denial of the ordinance for Council action at the Council meeting on August 21, 2023. On July 19, 2023, the applicant withdrew their application. Because of the withdrawal of the application, no further Council action is necessary.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)

ATTACHMENTS

None

RECOMMENDED MOTION

No action necessary.



Request for Town Council Action

Date: August 21, 2023

Submitted By: Kristin Hoffmann, Town Attorney

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 9.362 - First Reading**
A Bill for an Ordinance to Approve the Intergovernmental Agreement
Between the Town of Parker, Colorado, and Olde Town Metropolitan
District
Department: Kristin Hoffmann, Town Attorney
Second Reading: September 5, 2023

EXECUTIVE SUMMARY

Ordinance No. 9.362 approves the Intergovernmental Agreement with Olde Town Metropolitan District.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town has received an application for approval of an amended and restated service plan and intergovernmental agreement for the Olde Town Metropolitan District. Attached to this memorandum is an analysis of the District's proposed service plan and intergovernmental agreement prepared by the Town's special counsel, Butler Snow, and a vicinity map depicting the location of the District.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)



ATTACHMENTS

1. Vicinity map
2. Butler Snow analysis memo
3. Ordinance No. 9.362

RECOMMENDED MOTION

I move to approve Ordinance No. 9.362 on first reading and to schedule second reading for September 5, 2023, as part of the consent agenda.

Olde Town Metro District
Vicinity Map





MEMO

To: Kristin Hoffmann, Town of Parker
From: Kim Crawford, Butler Snow
Date: August 15, 2023
Re: Amended and Restated Service Plan for Olde Town Metropolitan District
(the "District")

The following is our report on the proposed Service Plan Amendment for the above-mentioned District. This report summarizes key information about the District and the Service Plans.

Olde Town Metropolitan District Development known as "The Shops at Olde Town"

Attorney: Icenogle Seaver Pogue (Tamara Sever and Karlie Ogden)

Finance: Stifel, Nicolaus & Company, Incorporated.

Engineer: Infinity Engineering

Accountant: Community Resource Services of Colorado, LLC

Bond Counsel: TBD

Location: Approximately 13.35 acres located on the southeast corner of Jordan Road and Mainstreet.

Area/Land Use: The District includes commercial land with a current assessed value of \$3,743,060.

Build Out Schedule: The District is built out. The Amendment is requested to increase the District's debt limit and to allow for the District to construct and maintain various public improvements.

Projected Assessed: \$3,743,060 total assessed valuation (AV) for all commercial development currently existing in the District.

Powers: Water, streets, traffic and safety control, sanitation, storm sewers and drainage, and parks and recreation improvements. Transportation, television relay and translation, mosquito and pest control, security services,

covenant enforcement, design review only if authorized in IGA (and these powers are not authorized in the current version of the IGA).

Regional Infrastructure: The requirements for a regional mill levy have been waived as this is a commercial development.

Town Infrastructure: the Town Infrastructure Mill Levy has been waived as the District is a commercial district.

Operation and Maintenance: In accordance with the IGA, the District is required to dedicate the Public Improvements to the Town or other appropriate jurisdiction or owners association in a manner consistent with the Approved Development Plan, Development Agreement and other rules and regulations of the Town and applicable provisions of the Town Code. The District is authorized to impose up to 10 mills for District administrative and operating expenses:

Improvement Costs: \$5,977,376, consisting of site work for detention pond and stormwater management, asphalt and concrete improvements to internal roads, curb, gutter and sidewalk improvements, and landscaping.

Debt Limit: The District shall not issue Debt in excess of \$7,500,000, total aggregate principal amount, inclusive of the District's 2011 Bonds and 2018 Loan; provided that such limitation shall not be applicable to refunding Bonds issued by the District to refund outstanding Debt. The foregoing figure is the product of: (a) the bonding capacity of the District, 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; and (iv) debt service coverage is no less than 100%; and (v) the levying by the District of 57 mills for the Maximum Debt Mill Levy; and (b) 125%.

Mill Levy: The mill levy the District may impose is 67 mills, which is subject to the Mill Levy Adjustment on a going-forward basis from January 1, 2004 (which means that each District will be allowed to avail itself of the reduction in the residential assessment rate effective January 1, 2005 and thereafter). The 67 mills is comprised of:

- 57 mills for the Maximum Debt Mill Levy;
- 10 mills for the Operation and Maintenance Mill Levy, to be used for the costs of ongoing administrative, accounting and legal services of the

District, and for the maintenance of certain regional improvements (identified in the table above). The District has not adjusted its mill levy since 2004 and the finance plan reflects that the District expects that 26 mills will be sufficient to pay the principal of and interest on Debt;

Proposed Debt

Issuance:

The Financial Plan for the District indicates that the District will issue bonds in the amount of \$5,945,000 in 2024.

Service Plan:

The Amended and Restated Service Plan for the Olde Town Metropolitan District substantially comply with the model service plan.

ORDINANCE NO. 9.362, Series of 2023

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE TOWN OF PARKER MODEL INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF PARKER, COLORADO AND OLDE TOWN 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 the Town of Parker Model Intergovernmental Agreement between the Town of Parker, Colorado, and Olde Town 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 _____, 2023.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2023.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Kristin Hoffmann, Town Attorney

EXHIBIT 1

TOWN OF PARKER INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF PARKER, COLORADO AND OLDE TOWN METROPOLITAN DISTRICT

THIS AGREEMENT (the "Agreement") is made and entered into as of this day _____ of _____, 2023, by and between the TOWN OF PARKER, a home rule municipal corporation of the State of Colorado (the "Town"), and the OLDE TOWN 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 Service Plan approved by the Town on September 20, 2004, as amended and restated in that Amended and Restated Service Plan approved by the Town on August 21, 2023 (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 parties further acknowledge that the District will have certain ongoing administrative obligations, as well as operation and maintenance obligations with regard to the Public Improvements (as defined in the Service Plan), and in accordance with the provisions of the Service Plan, the District has agreed to levy a property tax of up to 10 mills (the "Operation and Maintenance Mill Levy") for such purposes; and

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

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. Operation and Maintenance Mill Levy. The District agrees to impose a property tax up to 10 mills, subject to the Mill Levy Adjustment, which shall be used for the ongoing administrative expenses of the District, and for the operation and maintenance of certain of the Public Improvements

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 operation and maintenance obligations in connection with the Public Improvements in a timely and adequate manner.

4. Operation and Maintenance of the Public Improvements. The District shall dedicate the Public Improvements to the Town or other appropriate jurisdiction or owners association in a manner

consistent with the final approved plat, other rules and regulations of the Town, and applicable provisions of the Town Code. As there is no functioning owners association for the property within the District, the District shall be authorized, but not obligated, to obtain and maintain a property interest in , as well as operate and maintain, Public Improvements not otherwise dedicated to another public entity, including, but not limited to street improvements (including roads, curbs, gutters, culverts, sidewalks, parking facilities, paving, lighting, grading, landscaping, and other street improvements), traffic and safety control, landscaping, drainage improvements, irrigation system improvements, and all necessary equipment and appurtenances incident thereto.

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

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

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

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

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

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

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

11. Total Debt Issuance. The District shall not issue Debt in excess of \$7,500,000 total aggregate principal amount, provided that such limitation shall not be applicable to refunding Bonds issued by the District to refund outstanding Debt.

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 pursuant to Parker Municipal Code section 10.11.040 and containing the information set forth in Section VII of the Service Plan.

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: Olde Town Metropolitan District
c/o Icenogle Seaver Pogue, P.C.
4725 S. Monaco Street, Suite 360
Denver, CO 80237
Attn: Tamara K. Seaver
Phone: (303) 867-3004

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

18. Miscellaneous.

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

B. **Nonassignability.** No party to this Agreement may assign any interest therein to any person without the consent of the other party hereto at that time, and the terms of this Agreement shall inure to the benefit of and be binding upon the respective representatives and successors of each party hereto.

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

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

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

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

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

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

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

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

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

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

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

TOWN OF PARKER, COLORADO

Jeff Toborg, Mayor

ATTEST

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM

Kristin Hoffman, Town Attorney

OLDE TOWN METROPOLITAN DISTRICT
a quasi municipal corporation and political subdivision
of the State of Colorado

Mitch Trevey, President

ATTEST

Michael Kleinman, Secretary



Request for Town Council Action

Date: August 21, 2023
Submitted By: Mary Colton, Parks and Recreation Director
Reviewed By: Michelle Kivela, Town Manager
Title: **RESOLUTION NO. 23-070**
A Resolution to Appoint Representatives to the Rueter-Hess Reservoir Recreation Advisory Board
Department: Parks, Recreation and Open Space, Mary Colton

EXECUTIVE SUMMARY

Staff is seeking approval from the Town Council to appoint Mary Colton as the designated primary member and Michael Lawson as the designated alternate member to represent the Town on the Rueter-Hess Reservoir Recreation Advisory Board.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

On March 20, 2023, the Parker Town Council passed Ordinance No. 9.356 which approved an Intergovernmental Agreement (the "2023 IGA") dissolving the Rueter-Hess Recreation Authority and establishing the Douglas County Board of County Commissioners as the managing jurisdiction of recreation operations and management at Rueter-Hess Reservoir. The parties to the 2023 IGA were Parker Water and Sanitation District, Douglas County, City of Castle Pines, City of Lone Tree, Town of Parker, and Town of Castle Rock (collectively the "Parties").

The 2023 IGA created the Advisory Board that is comprised of one primary member and one alternate member from each of the Parties. The alternate members attend the meeting in place of primary members in the event that a primary member is unable to attend a meeting. The 2023 IGA provides that there shall be no service limitation on the duration that an Advisory Board member may serve on the Advisory Board. Mary Colton has served on the Rueter-Hess Authority Board for the past eight years, and her appointment as the primary representative to the Board, with Michael Lawson as the alternate, provides both experienced oversight and continuity for the Town and Advisory Board.

FINANCIAL IMPACT

There are no additional financial impacts.

STRATEGIC GOAL(S)



SUPPORT AN
ACTIVE COMMUNITY



INNOVATE WITH
COLLABORATIVE
GOVERNANCE

ATTACHMENTS

1. Resolution No. 23-070

RECOMMENDED MOTION

I move to approve Resolution No. 23-070, as part of the consent agenda.

RESOLUTION NO. 23-070, Series of 2023

**TITLE: A RESOLUTION TO APPOINT REPRESENTATIVES TO THE RUETER-
HESS RESERVOIR RECREATION ADVISORY BOARD**

WHEREAS, on March 20, 2023, the Town Council of the Town of Parker approved the Intergovernmental Agreement Dissolving the Rueter-Hess Recreation Authority and Establishing the Douglas County Board of County Commissioners as the Managing Jurisdiction of Recreation Operations and Management at Rueter-Hess Reservoir by and between Parker Water and Sanitation District, Douglas County, City of Castle Pines, City of Lone Tree, Town of Parker, and Town of Castle Rock (collectively the "Parties") (the "2023 IGA");

WHEREAS, Section 3.1 of the 2023 IGA creates the Rueter-Hess Reservoir Recreation Advisory Board (the "Advisory Board");

WHEREAS, the Advisory Board shall be comprised of one primary member and one alternate member from each of the Parties;

WHEREAS, the Advisory Board shall allow for alternate members in place of primary members in the event that a primary member is unable to attend a meeting;

WHEREAS, the IGA provides that there shall be no service limitation on the duration that an Advisory Board member may serve on the Advisory Board; and

WHEREAS, the Town Council desires to appoint primary and alternate representatives to the Advisory Board as the Town's designated representatives to the Advisory Board.

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 appoints Mary Colton as the designated primary member and Michael Lawson as the designated alternate member to represent the Town on the Rueter-Hess Reservoir Recreation Advisory Board.

RESOLVED AND PASSED this _____ day of _____, 2023.

TOWN OF PARKER, COLORADO

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk



Request for Town Council Action

Date: August 21, 2023

Submitted By: Alex Mestdag, Engineering Service Manager

Reviewed By: Michelle Kivela, Town Manager

Title: **RESOLUTION NO. 23-071**
A Resolution Accepting the Conveyance of Real Property from Cherry Creek South Metropolitan District for Right-of-Way on Tammy Lane at Hess Road

Department: Engineering and Public Works, Alex Mestdag

EXECUTIVE SUMMARY

This resolution proposes to accept a right-of-way dedication from the Cherry Creek South Metropolitan District for Tammy Lane and Hess Road associated with the Tanterra development.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Tanterra development is located in the southwest portion of the Town, south of Hess Road and west of the existing Anthology subdivision. The developer of the initial filings of Tanterra has commenced construction on the master infrastructure necessary to serve the first segment of development. This infrastructure includes an extension of Tammy Lane south of Hess Road to connect to a future collector road (Great Plain Way). This new leg of the intersection at Hess Road will also require a new eastbound acceleration lane to be constructed on Hess Road east of Tammy Lane. These improvements will be public roadways that will be owned and maintained by the Town in the future, so they must be located within public right-of-way.

While the majority of the right-of-way necessary to accommodate this infrastructure was dedicated to the Town by a plat, a portion was located on a neighboring property owned by the Cherry Creek South Metropolitan District. This property was not included in the Tanterra plats, thus this right-of-way must be dedicated to the Town by a separate document. If approved, Resolution No. 23-071 would accept approximately 0.48 acres of right-of-way on that property to accommodate the roadway improvements.

FINANCIAL IMPACT

This right-of-way is proposed to be dedicated at no cost to the Town.

STRATEGIC GOAL(S)



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH

ATTACHMENTS

1. Vicinity Map
2. Resolution No. 23-071

RECOMMENDED MOTION

I move to approve Resolution No. 23-071, as part of the consent agenda.



Tammy Lane ROW Acceptance
Vicinity Map



RESOLUTION NO. 23-071, Series of 2023

TITLE: A RESOLUTION ACCEPTING THE CONVEYANCE OF REAL PROPERTY FROM CHERRY CREEK SOUTH METROPOLITAN DISTRICT FOR RIGHT-OF-WAY ON TAMMY LANE AT HESS ROAD

WHEREAS, the Town Council of the Town of Parker desires to accept the conveyance of certain real property from Cherry Creek South Metropolitan District for right-of-way on Tammy Lane at Hess Road;

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

WHEREAS, the Town Council of the Town of Parker desires to accept the conveyance of the property interests specified hereinbelow to the Town by this Resolution.

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

Section 1. The Town Council of the Town of Parker hereby accepts the conveyance of real property from the Cherry Creek South Metropolitan District for right-of-way on Tammy Lane at Hess Road, as provided in the Special Warranty Deed attached as **Exhibit 1**, and incorporated by this reference.

RESOLVED AND PASSED this ____ day of _____, 2023.

TOWN OF PARKER, COLORADO

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

EXHIBIT 1

SPECIAL WARRANTY DEED

CHERRY CREEK SOUTH METROPOLITAN DISTRICT 4, Grantor, whose street address is 7208 S. Tucson Way, #125, Centennial, Colorado 80112, County of Arapahoe, State of Colorado, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby sells and conveys to the **TOWN OF PARKER**, a Colorado home rule municipality, whose street address is 20120 East Mainstreet, Parker, Colorado 80138, County of Douglas, State of Colorado, and its successors and assigns forever, the real property described in **Exhibit A**, attached hereto and made a part hereof, in the County of Douglas, State of Colorado, together with improvements, if any, and with all its appurtenances, if any, and WARRANTS THE TITLE against all persons claiming under Grantor, subject to those matters listed in **Exhibit B**, attached hereto and made a part hereof.

Signed this 29th day of NOVEMBER, 2022.

GRANTORS: CHERRY CREEK SOUTH METROPOLITAN DISTRICT 4

By: Kurt Wolter
KURT WOLTER, PRESIDENT [name, title]

STATE OF COLORADO)
)ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 29 day of November, 2022, by KURT WOLTER, as PRESIDENT for Cherry Creek South Metropolitan District 4.

My commission expires: Feb 25 2026.

SEAL

Kenia Torres
Notary Public



EXHIBIT A

Legal Description

EXHIBIT A

A PARCEL OF LAND BEING A PART OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 33, 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 NORTH QUARTER CORNER OF SAID SECTION 33 BEING MONUMENTED BY A FOUND NO. 6 REBAR WITH A 3-1/4 INCH DIAMETER ALUMINUM CAP SET BY PLS 34993 IN A RANGE BOX, WHENCE THE NORTHWEST CORNER OF SAID SECTION 33 BEING MONUMENTED BY A FOUND NO. 6 REBAR WITH A 3-1/4 INCH ALUMINUM CAP SET BY PLS 35593 IN A RANGE BOX, IS ASSUMED TO BEAR SOUTH 89°15'27" WEST, A DISTANCE OF 2648.34 FEET WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO.

THENCE SOUTH 39°18'58" WEST A DISTANCE OF 91.46 FEET, TO A POINT ON THE SOUTHERLY RIGHT OF WAY OF HESS ROAD AS RECORDED AT RECEPTION NO. 2004088619 IN THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE, BEING THE **POINT OF BEGINNING**.

THENCE SOUTH 84°12'07" WEST, A DISTANCE OF 170.22 FEET;

THENCE SOUTH 89°15'27" WEST, A DISTANCE OF 326.55 FEET;

THENCE SOUTH 44°15'25" WEST, A DISTANCE OF 70.71 FEET;

THENCE SOUTH 00°44'37" EAST, A DISTANCE OF 121.86 FEET, TO A POINT OF NON-TANGENT CURVATURE,

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 455.00 FEET, A CENTRAL ANGLE OF 07°42'03", AN ARC LENGTH OF 61.15 FEET, THE CHORD OF WHICH BEARS SOUTH 04°35'38" EAST, A DISTANCE OF 61.11 FEET, TO A POINT OF TANGENCY;

THENCE NORTH 77°48'21" WEST, A DISTANCE OF 57.04 FEET;

THENCE NORTH 01°31'33" WEST, A DISTANCE OF 235.08 FEET, TO THE SOUTHERLY RIGHT OF WAY OF HESS ROAD AS RECORDED AT RECEPTION NO. 2004088619 IN THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE;

THENCE NORTH 89°15'27" EAST, A DISTANCE OF 600.81 FEET, ALONG SAID SOUTHERLY RIGHT OF WAY OF HESS ROAD, TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINING A CALCULATED AREA OF 21,036 SQUARE FEET OR 0.483 ACRE, MORE OR LESS.

THE LINEAL UNIT USED IN THE PREPARATION OF THESE DESCRIPTIONS IS THE U.S. SURVEY FOOT AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.

I, KEVIN J. KUCHARCZYK, 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.



KEVIN J. KUCHARCZYK, P.L.S. 34581
FOR AND ON BEHALF OF
CIVIL A WESTWOOD TEAM
10333 E. DRY CREEK ROAD, SUITE 240
ENGLEWOOD, CO 80112



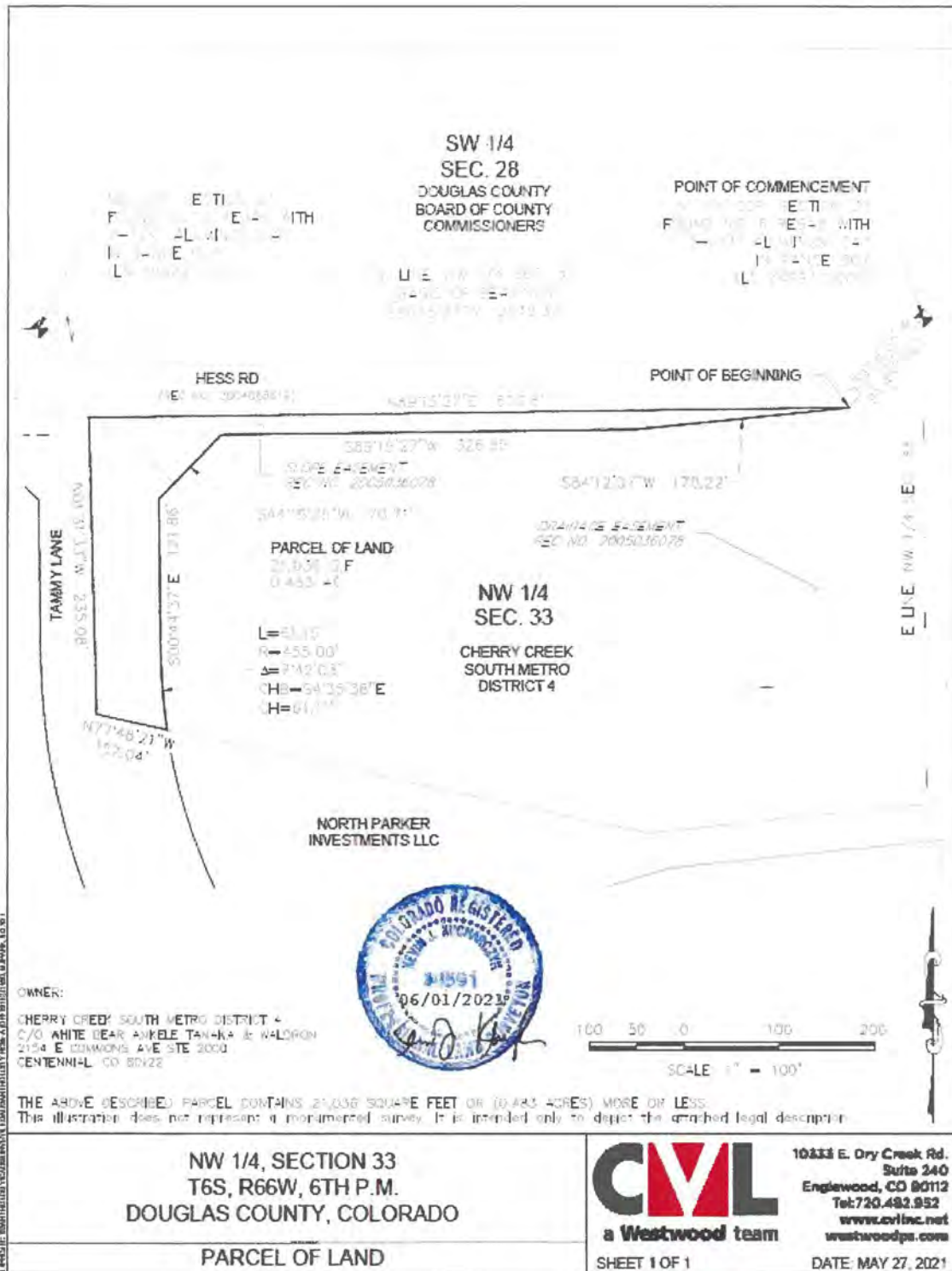


EXHIBIT B
Permitted Exceptions

1. Reservations made by the Union Pacific Railway Company in Deed recorded April 18, 1899, in Book 23, at Page 290, providing substantially as follows: Reserving unto the company and its assigns all coal that may be found underneath surface of land herein described and the exclusive right to prospect and mine for same, also such right-of-way and other grounds as may appear necessary for proper working of any coal mines that may be developed upon said premises, and for transportation of coal from same, and any and all assignments thereof or interest therein.

NOTE: Notice of Right to Use Surface of Land in connection therewith recorded February 21, 2008, at Reception No. 2008012255.

2. Terms, conditions, provisions, obligations and agreements as set forth in Ordinance No. 3.36, an Ordinance Amending the Zoning District Map of the Town of Parker, Colorado (Stroh Ranch – Executive Builders P.D.) recorded August 8, 1984, in Book 533, at Page 773, and a Bill for an Ordinance Amending Ordinance No. 3.36 by the Deletion of Certain Property from the Planned Development Zoned Area known as the Stroh Ranch - Executive Builders PD Property upon the satisfaction of certain conditions recorded October 3, 2003, at Reception No. 2003146586, and a Bill for an Ordinance Amending Ordinance No. 3.36, Series of 1984, Concerning the Stroh Ranch - Executive Builders PD Property recorded May 7, 2004, at Reception No. 2004047177, and in the Stroh Ranch Planned Development Master Plan 1st Amendment recorded May 7, 2004, at Reception No. 2004047178, and in the Stroh Ranch Planned Development Master Plan 1st Amendment Map recorded May 7, 2004, at Reception No. 2004047179, and in the Bill for an Ordinance to Amend the Stroh Ranch Planned Development Master Plan 1st Amendment - PD Development Guide Pursuant to the Parker Land Development Ordinance recorded August 26, 2013, at Reception No. 2013071245, and a Bill for an Ordinance Amending Ordinance No. 3.36 by the Deletion of Certain Property from the Planned Development Zoned Area Known as the Stroh Ranch Executive Builder PD Property upon the Satisfaction of Certain Conditions recorded March 7, 2014 at Reception No. 2014011447.

3. Easements, notes, covenants, restrictions and rights-of-way as shown on the plat of Stroh Planned Development Master Plan 1st Amendment, recorded August 20, 2001, at Reception No. 0186764.

4. Any tax, lien, fee or assessment by reason of inclusion of subject property in the Cherry Creek Basin Authority, as evidenced by instrument recorded May 6, 1988, in Book 790, at Page 718.

5. Terms, conditions, provisions, obligations and agreements as set forth in the Amended and Restated Stroh Ranch/Hess Annexation Agreement (Northern Property) dated May 5, 2014, recorded January 8, 2015, at Reception No. 2015001482.

NOTE: Anthology North Development Plan and Guide (March 5, 2014) in connection therewith was recorded January 8, 2015, at Reception No. 2015001480 and Reception No. 2015001479.

NOTE: Anthology North Development Plan Map in connection therewith was recorded January 8, 2015, at Reception No. 2015001481, and Amendment #1 thereto recorded December 15, 2015, at Reception No. 2015089146 and 2015089144.

NOTE: First Amendment to Amended and Restated Stroh Ranch/Hess Annexation Agreement (Northern Property) was recorded January 26, 2015, at Reception No. 2015004838, and Second Amendment to Amended and Restated Stroh Ranch/Hess Annexation Agreement (Northern Property) recorded December 15, 2015, at Reception No. 2015089147. Third Amendment recorded November 16, 2020, at Reception No. 2020121826, Fourth Amendment recorded November 1, 2021, at Reception No. 2021135176, Fifth Amendment recorded March 17, 2022, at Reception No. 2022019664.

NOTE: Assignment Agreement by and between Parker PA-11, L.L.C., and Anthology Recovery Acquisition LLC was recorded March 31, 2015, at Reception No. 2015020237. Resolution No. 19-023, Series of 2019, recorded December 7, 2021, at Reception No. 2021135173 and Reception No. 2021135174.

6. Terms, conditions, provisions, obligations and agreements as set forth in the Sunmarke Development Plan recorded October 3, 2003, at Reception No. 2003146588.

NOTE: Ordinance No. 3.209.1, Series of 2007, a Bill for an Ordinance Amending the Sunmarke PD Development Guide and Development Plan Pursuant in connection therewith recorded June 27, 2007, at Reception No. 2007051026.

NOTE: Ordinance No. 3.209.4, Series of 2019, a Bill for an Ordinance Amending the Sunmarke PD Development Guide and Development Plan Pursuant in connection therewith recorded May 14, 2019, at Reception No. 2019026327.

7. Terms, conditions, provisions, obligations and agreements as set forth in the Agreement Regarding Provision of Water and Sewer Services to the Stroh and Hess Ranches recorded August 13, 2002, at Reception No. 2002079696.

8. Easements, notes, covenants, restrictions and rights-of-way as shown on the plat of Stroh Ranch Filing No. 18A, recorded February 21, 2003, at Reception No. 2003022326, and Sunmarke Filing No. 1A recorded March 20, 2020, at Reception No. 2020020677, Map Correction recorded July 24, 2020, at Reception No. 2020066228, and Plat Correction recorded October 15, 2020, at Reception No. 2020100051.

9. Terms, conditions, provisions, obligations and agreements as set forth in the Memorandum of Agreement recorded August 2, 2004, at Reception No. 2004079718.

10. Terms, conditions, provisions, easements, obligations and agreements as set forth in the Slope Easement recorded December 17, 2004, at Reception No. 2004128011.

11. Terms, conditions, provisions, easements, obligations and agreements as set forth in the Drainage Easement Agreement recorded April 26, 2005, at Reception No. 2005036078.

12. Terms, conditions, provisions, easements, obligations and agreements as set forth in the Drainage Easement Agreement recorded April 26, 2005, at Reception No. 2005036080.

13. Terms, conditions, provisions, obligations and agreements as set forth in the Anthology Development Plan, 1st Amendment, recorded April 16, 2008, at Reception No. 2008026931.

14. Terms, conditions, provisions, obligations and agreements as set forth in the Joint Development Agreement (Anthology North Development Plan) recorded March 30, 2015 at Reception No. 2015019869, and Ratification and Acknowledgment thereto recorded December 16, 2015, at Reception No. 2015089341, and First Amendment to Joint Development Agreement recorded November 15, 2019, at Reception No. 2019078359, and re-recorded November 21, 2019, at Reception No. 2019079755, Second Amendment recorded November 16, 2020, at Reception No. 2020121823, Ordinance No. 3.308.3, Series of 2021, recorded September 9, 2021, at Reception No. 2021103995.

15. Water rights as set forth in Bargain and Sale Deed (Water Rights) recorded June 15, 2015, at Reception No. 2015040165.

16. Covenants, conditions, restrictions, provisions, easements and assessments as set forth in Declaration of Covenants, Conditions and Restrictions for Anthology West recorded February 5, 2016, at Reception No. 2016006941, and re-recorded February 11, 2016, at Reception No. 2016008228, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status, or national origin, and any and all amendments, assignments, or annexations thereto.

NOTE: Designation of Builder and Assignment of Special Declarant Rights in connection therewith recorded November 18, 2019, at Reception No. 2019078438.

17. Terms, conditions, provisions, obligations and agreements as set forth in the Certification of the Regional Transportation District (RTD) Current District Area recorded March 3, 2016, at Reception No. 2016012841.

18. Any tax, lien, fee or assessment by reason of inclusion of subject property in the Cherry Creek South Metropolitan District No. 10, as evidenced by instrument recorded October 9, 2019, at Reception No. 2019066857.

19. Terms, conditions, provisions, obligations and agreements as set forth in the Subdivision Agreement SunMarke Filing No. 1A recorded March 20, 2020, at Reception No. 2020020678, First Amendment recorded October 14, 2021, at Reception No. 2021116987, Second Amendment recorded March 22, 2022, at Reception No. 2022020414.



Request for Town Council Action

Date: August 21, 2023

Submitted By: John Mounier, Associate Project Manager

Reviewed By: Michelle Kivela, Town Manager

Title: **2023 Townwide Resurfacing Program (CIP 23-002) Contract Modification**

Amount: **\$1,115,301.15 Additional for a revised contract amount of \$3,300,694.05**

Contractor: **Brannan Sand & Gravel Company, LLC**

Department: **Engineering and Public Works, John Mounier**

EXECUTIVE SUMMARY

This item is to approve a contract modification with Brannan Sand & Gravel for the 2023 Townwide Resurfacing Program (CIP 23-002) in the amount of \$1,115,301.15, for a revised contract amount of \$3,300,694.05.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town of Parker, through the open competitive bid process, awarded the 2023 Townwide Resurfacing Program (CIP 23-002) to Brannan Sand & Gravel on March 20, 2023 in the amount of \$2,185,392.90. Upon receipt of bids and the subsequent award of contracts for all annual maintenance programs, unencumbered funds were realized and staff would like to utilize available funds for additional resurfacing. This contract modification will allow the Town to maximize the use of maintenance funds and include additional resurfacing on Twenty Mile Road from Parker Road to Sulphur Gulch Bridge. This contract modification will increase the contract amount by \$1,115,301.15, raising the total amount of the contract to \$3,300,694.05.

FINANCIAL IMPACT

Available funds for this project have been appropriated in the 2023 Engineering & Public Works Department, Streets Division Repair & Maintenance (R&M) general fund accounts.

STRATEGIC GOAL(S)



ENHANCE ECONOMIC
VITALITY



PROMOTE A SAFE AND
HEALTHY COMMUNITY

ATTACHMENTS

None

RECOMMENDED MOTION

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



Request for Town Council Action

Date: August 21, 2023

Submitted By: Jared Musil, Parks and Open Space Manager

Reviewed By: Michelle Kivela, Town Manager

Title: **Holiday Lighting Contract**

Amount: **\$102,401.57**

Contractor: **SavATree, LLC**

Department: **Parks, Forestry and Open Space, Jared Musil**

EXECUTIVE SUMMARY

The SavATree contract for holiday lighting is up for renewal in 2023 in the amount of \$102,401.57. SavATree agreed to a three percent increase for 2023 as part of the contracted renewal term pricing schedule. The overall scope of work did not change; however, the storage of the Town's artificial tree was removed from the contract.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Annually, between the months of late October and mid-February of the following year, the Town utilizes a contractor for installation and removal of seasonal holiday lights on designated Town properties. In 2021, the holiday lighting contract was put through a competitive bid process and was awarded to SavATree, LLC. The contract is a year-to-year contract with the option to renew for four additional years (five years total) with 2023 being year three of the Town's five-year contract renewal option. If approved, installation of the lights will begin approximately October 1, 2023. Per the contract, lights are expected to be installed and working one week prior to the Mayor's Tree Lighting Event on November 24, 2023. At the end of the holiday lighting season, the contractor will remove the lights on Town Hall beginning January 29 and complete removal by February 1. The contractor will then begin deactivating lights on all other Town properties on February 1 and have all lights removed within two weeks. The Town may also deactivate holiday lights as necessary. It is during the two-week removal period that the contractor will disassemble and box the Town's artificial tree, after which Town staff will pick up the boxed items for storage at the Parks, Forestry and Open Space maintenance shop.

FINANCIAL IMPACT

This annual project is part of the annual budget process.

STRATEGIC GOAL(S)



SUPPORT AN
ACTIVE COMMUNITY



PROMOTE A SAFE AND
HEALTHY COMMUNITY

ATTACHMENTS

None

RECOMMENDED MOTION

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



Request for Town Council Action

Date: August 21, 2023

Submitted By: Randy Sale, Assistant Director - Building

Reviewed By: Michelle Kivela, Town Manager

Title: **Jon Dickey, LLC Roof Contract Modification**

Amount: **Additional \$75,004 for a revised total of \$155,000**

Contractor: **Jon Dickey, LLC**

Department: **Community Development, Randy Sale**

EXECUTIVE SUMMARY

The Town contracts with Jon Dickey, LLC to complete all roof inspections within the Town. The Town has seen multiple hail storms this year, and, as a result, is witnessing a significant increase in roofing permit activity. The increase in roofing permits necessitates a revision to the existing agreement with Jon Dickey, LLC to increase it to \$155,000 for 2023. The Town receives revenue from the issuance of all roofing permits that offsets this expense including the increase in activity this year.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

In late 2022, the Town entered into a 5-year contract with Jon Dickey, LLC to complete all roof inspections within the Town of Parker's jurisdiction. The contract price is \$79,996 annually. Typically, this amount is sufficient for one year. However, we have seen multiple hailstorms in 2023, and the Town is witnessing a significant increase in roofing permit applications. With the amount paid so far this year for inspections, the remaining balance on the contract is \$5,251. For comparison, from January 1-August 1, 2022, the Town issued 180 permits. For the same period this year, the Town has issued 1,062 permits. The Use Tax collected on these permits totals \$338,121 year-to-date.

It is difficult to predict how many inspections will be scheduled in the remaining months of 2023. estimates that an additional \$75,004 will be needed. This is approximately 272 inspections per month. The revised agreement with Jon Dickey, LLC would be \$155,000 (\$79,996 + \$75,004) for this year. In addition, staff recommends an increase to \$150,000 for this contract going forward to reduce the chance of a mid or late year contract amendment in the future.

FINANCIAL IMPACT

The Town receives revenue from the issuance of all roofing permits that offsets and covers this expense, including the increase in activity this year.

STRATEGIC GOAL(S)



PROMOTE A SAFE AND
HEALTHY COMMUNITY

ATTACHMENTS

None

RECOMMENDED MOTION

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



Request for Town Council Action

Date: August 21, 2023
Submitted By: Ashley Chasez, Planner I
Reviewed By: Michelle Kivela, Town Manager
Title: **HORSESHOE RIDGE LOT 2 BLOCK 1 - VET CLINIC - Use by Special Review**
Applicant: Michael Skarie
Location: 12225 Pardee Street
Department: Community Development, Ashley Chasez
TRAKiT No.: Z23-008

EXECUTIVE SUMMARY

The applicant, Michael Skarie, is proposing a Use by Special Review to allow for a Veterinary Hospital. The site is located on the north side of Hess Road, west of Motsenbocker Road.

The Town Council, in reviewing this request, shall consider the following factors, the proposed use:

1. Will be in harmony and compatible with the character of the surrounding areas and neighborhood;
2. Will be consistent with the Town Master Plan;
3. Will not result in an over-intensive use of land;
4. Will not have a material adverse effect on community capital improvement programs;
5. Will not require a level of community facilities and services greater than that which is available;
6. Will not result in undue traffic congestion or traffic hazards;
7. Will not cause significant air, water or noise pollution;
8. Will be adequately landscaped, buffered and screened; and
9. Will not otherwise be detrimental to the health, safety or welfare of the present or future inhabitants of the Town.

STAFF RECOMMENDATION

Approve with Conditions

BACKGROUND/DISCUSSION

The subject property was annexed into the Town in 2004 as a part of the Horseshoe Ridge subdivision. The property is bounded on the north by commercial uses, to the east by Pardee Street, to the west by residential uses, and to the south by Hess Road.

The site for the proposed Use by Special Review application, Horseshoe Ridge Lot 2, Block 1, is approximately 0.95 acres. The proposal is to allow for a veterinary clinic to be located within a multi-tenant commercial building that is currently under construction.

This veterinary clinic will primarily act as a surgical center for small animals such as dogs and cats. Since this clinic's specialty is surgery, most animals in the care of Hess Ridge Animal Hospital would be sedated, limiting noise. The proposed clinic will be 2,751 square feet, consisting of one surgery table and two dental cleaning stations. The clinic is not equipped to house animals and will not keep any patients overnight.

The parcel's current zoning is Horseshoe Ridge Planned Development area and is located within the Mixed Use Neighborhood Village/Commercial Center Planning Area, which allows for commercial uses and allows for animal hospitals and clinics as a Use by Special review. The site is located within the Medium Density Residential Character Area and located in a Neighborhood Center as described in the Parker 2035 Master Plan.

Staff has evaluated the proposal and has determined that the proposal meets the nine criteria as described in the attached Planning Commission staff report.

On August 10, 2023, the Planning Commission voted unanimously to recommend that the Town Council approve the proposed Use by Special Review.

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)



ENHANCE ECONOMIC
VITALITY



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH

ATTACHMENTS

1. Vicinity Map
2. PC Staff Report
3. Site Plan

RECOMMENDED MOTION

I move to approve, based on staff findings, the following conditions contained in the staff report.

1. That the Use by Special Review materials submitted to the Community Development Department on April 14, 2023, shall be the approved Use by Special Review materials.
2. A building permit shall be required for any interior or exterior work completed onsite.
3. That the outdoor relief area shall be maintained in good condition. The outdoor area shall be cleaned immediately and sprayed with an environmentally friendly odor control cleaner as needed.
4. That the outdoor relief area's waste station as well as other pet waste stations shall be emptied at least twice daily and prior to closing.
5. That the internal design of the clinic shall have sound-deadening insulation on internal walls and ceilings to mitigate noise to the adjacent business.

6. That all animals shall be by themselves, double leashed, and accompanied by a staff member when accessing the pet relief area.
7. No overnight kenneling shall be permitted except for those animals that are under immediate veterinary care that require overnight kenneling.

Z23-008 Horseshoe Ridge Lot 2 Block 1 - Vet Clinic UBSR

Vicinity Map





Planning Commission Staff Report

Planning Commission Date: 8/10/2023

Town Council Date: 8/21/2023

Hearing Type: Public Hearing
Horseshoe Ridge Lot 2 Block 1 – Use by Special Review
for a Veterinary Clinic
TRAKiT No(s): Z23-008

Location: The site is located on the north side of Hess Road west of
Motsenbocker Road.

Project Planner: Ashley Chasez – Planner I

Applicant: Michael Skarie

Executive Summary: The applicant Skarie Veterinary Clinic is proposing a
Use by Special Review to allow for a Veterinary Hospital
in a multitenant commercial building that is currently
under construction.

Staff Recommendation: Approval

RECOMMENDED MOTION

“I move the Planning Commission recommend Town Council approve the Horseshoe Ridge Lot 2 Block 1 – Use by Special Review for a Veterinary Clinic. subject to the following conditions:

- 1. That the Use by Special Review materials submitted to the Community Development Department on April 14, 2023, shall be the approved Use by Special Review materials.***
- 2. A building permit shall be required for any interior or exterior work completed on site.***
- 3. That the outdoor relief area shall be maintained in good condition. The outdoor area shall be cleaned immediately and sprayed with an environmentally friendly odor control cleaner as needed.***
- 4. That the outdoor relief area’s waste station as well as other pet waste stations shall be emptied at least twice daily and prior to closing.***
- 5. That the internal design on the clinic shall have sound-deadening insulation on internal walls and ceilings to mitigate noise to the adjacent business.***

6. *That all animals shall be by themselves, double leashed, and accompanied by a staff member when accessing the pet relief area.*
7. *No overnight kenneling shall be permitted except for those animals that are under immediate veterinary care that requires the overnight kenneling. ”*

ALTERNATIVE MOTIONS

“I move the Planning Commission recommend Town Council approve the Horseshoe Ridge Lot 2 Block 1 - Use by Special Review for a Veterinary Clinic,”

“I move the Planning Commission recommend Town Council deny the Horseshoe Ridge Lot 2 Block 1 – Use by Special Review for a Veterinary Clinic 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 Horseshoe Ridge Lot 2 Block 1 – Use by Special Review for a Veterinary Clinic to a future date.”

I. BACKGROUND/DISCUSSION

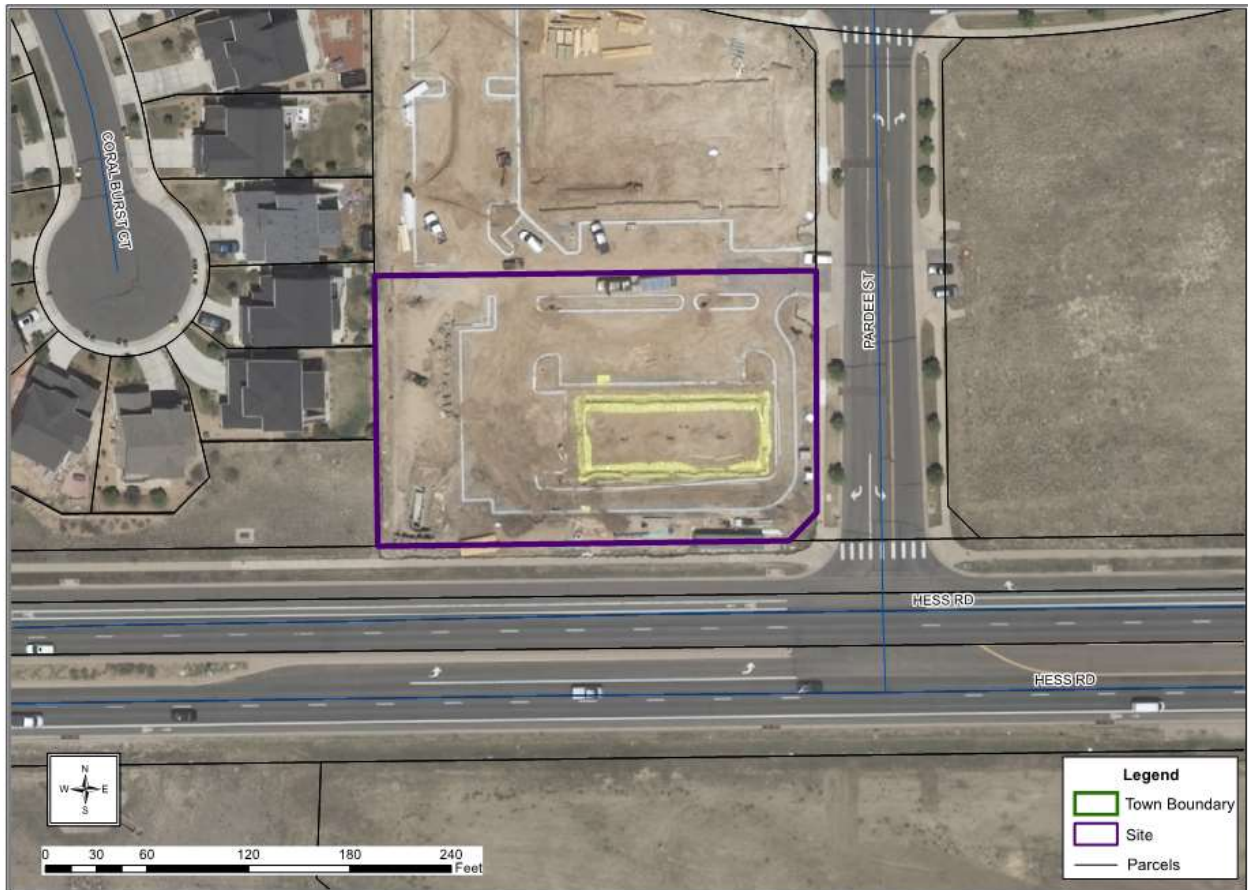
The subject property was annexed into the Town in 2004 as a part of the Horseshoe Ridge subdivision. The property is bounded on the north by commercial uses, to the east by Pardee Street, to the west by residential uses, and to the south by Hess Road.

This clinic is proposing to occupy one unit of a multi-tenant commercial building that is currently under construction. This veterinary clinic will primarily act as a surgical center for small animals such as dogs and cats. Since this clinic’s specialty is surgery, most animals in the care of Hess Ridge Animal Hospital would be sedated limiting noise. The proposed clinic will be 2751 sq ft consisting of one surgery table and two dental cleaning stations. The clinic is not equipped to house animals and will not keep any patients over night.

The parcel’s current zoning is Horseshoe Ridge Planned Development area and is located within the Mixed Use Neighborhood Village/Commercial Center Planning Area which allows for commercial uses and allows for animal hospitals and clinics as a Use by Special review. The site is located within the Medium Density Residential Character Area and located in a Neighborhood Center as described in the *Parker 2035 Master Plan*.

The site for the proposed Use by Special Review application, known as Horseshoe Ridge Lot 2 Block 1 – Use by Special Review for a Veterinary Clinic, is approximately 0.95 acres. The proposal is to allow for a veterinary clinic to be located within a multitenant commercial building that is currently under construction.

VICINITY MAP



II. PRIOR ACTIONS

Date	Action
November, 2004	Horseshoe Ridge was annexed into the Town and zoned Horseshoe Ridge Planned Development (PD)
January 2008	Horseshoe Ridge plat approved
August 5, 2020	Site Plan for the property was approved for a multi-tenant commercial building.

III. CURRENT SITE DATA

Existing Zoning	PD - Planned Development
Overlay District	N/A
PD & Plan Area	Horseshoe Ridge
Master Plan Area	Medium Density Residential
Site Acreage	.95 acres

Subdivision		Horseshoe Ridge	
Existing Use		Under construction - Multi-tenant commercial building	
Surrounding Uses			
Master Plan Land Use		Zoning	Existing Use
North	Medium Density Residential	PD - Planned Development	Mixed Use Commercial – Daycare Under Construction
South	Medium Density Residential	PD - Planned Development	Major Roadway; Undeveloped
East	Medium Density Residential	PD - Planned Development	Mixed Use; Undeveloped Non-Residential
West	Medium Density Residential	PD - Planned Development	Single Family Detached Residential

IV. PARKER 2035 MASTER PLAN

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

MASTER PLAN CONSISTENCY	
Master Plan Designation	Mainstreet Master Plan Area ☒ Consistent ☐ Inconsistent
Master Plan Character Discussion	<u>Medium Density Residential:</u> Consists of an overall gross density of 3.5 dwelling units per acre. Higher densities for housing for older adults may be considered as long as impacts are comparable to other uses permitted within this Character Area. <u>Neighborhood Centers:</u> Serve the basic needs of the surrounding residents. Typical uses include convenient retail and personal/business services usually anchored by a grocery store. Other compatible uses such as small offices, recreational uses and restaurants are also permitted. The total Gross Leasable Area for the commercial/office components within an entire Neighborhood Center should range from a combined 50,000 to 250,000 square feet. Higher density residential is appropriate as a transition between less intense residential areas and non-residential areas when developed as part of a mixed-use development and when the design encourages residents to walk or bicycle. Typical garden style apartment designs are not appropriate. The proposed veterinary use aligns with the Neighborhood Center Character Area as the veterinary clinic provides a commercial/personal service that serves the basic needs of nearby neighborhoods and.

Consistent Goals/Strategies	Land Use 1.E Jobs and Economic Vitality 2.B Jobs and Economic Vitality 2.C
Staff Analysis	The subject property is located on the southeast corner of Hess Road and Pardee Street within the Horseshoe Ridge PD. The proposed Use by Special Review application will allow for a veterinary clinic to be located at the property in question. The proposed use of a veterinary clinic supports nearby neighborhoods by providing health services for pets as the Neighborhood Center Character Area intends. Based on this analysis, staff has determined that the request is consistent with the <i>Parker 2035 Master Plan</i>.

V. LAND DEVELOPMENT ORDINANCE

ZONING CONSISTENCY (Site Plan/UBSR/Sketch/Prelim Plan/MDP)			
Provisions	Existing/Required	Proposed	Analysis
Setbacks	N/A	No new structures are a part of this proposal.	☐ Consistent ☐ Inconsistent ☒ N/A
Density	N/A	No residential development is a part of this proposal.	☐ Consistent ☐ Inconsistent ☒ N/A
Height/Stories	35ft	No new structures are a part of this proposal.	☐ Consistent ☐ Inconsistent ☒ N/A
Lot Size	0.95AC	Existing lot size meets the zoning requirements.	☒ Consistent ☐ Inconsistent ☐ N/A
Lot Coverage		No new structures are a part of this proposal.	☐ Consistent ☐ Inconsistent ☒ N/A
Landscaping	Title 13.06.070	Landscaping has been addressed to meet Town standards with the approved Site Plan for the building that	☒ Consistent ☐ Inconsistent ☐ N/A

		is under construction.	
Off-Street Parking	Title 13.06.050	Parking has been addressed to meet Town standards with the approved Site Plan for the building that is under construction	☒ Consistent ☐ Inconsistent ☐ N/A
Staff Analysis	As outlined above, staff has evaluated the requested Use by Special Review against the requirements in the Horseshoe Ridge PD zoning as well as the standards in the Land Development Ordinance (LDO) and determined that the request complies with the relevant standards.		

VI. ACCESS, CIRCULATION & TRAFFIC ANALYSIS

The subject property sits on the north west corner of Hess Road and Pardee Street with one access point on Pardee Street and another access to the north that ties into Triple Crown Drive. No changes are proposed to the access or circulation.

VII. APPROVAL CRITERIA

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

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

Applicant analysis and findings:

Hess Ridge Animal Hospital (HRAH) will be located in a new commercial real estate building located at 12225 Pardee Street. It will be one of two proposed tenants in this location occupying the western half of the building. Measures will be included in the interior design to mitigate noise through the walls and ceilings that would affect the tenant to the east.

The only proposed outdoor area to be used by HRAH will be a pet relief area located outside, adjacent to the southwest corner of the parking lot. This is included in the site plan being submitted by the building's owner. To mitigate noise and disturbance to the public, this space will only be used during business hours. The majority of these animals will be surgical patients who would already be sedated to limit barking. All animals will be taken out alone and for short periods to help further limit barking or dog-to-dog interaction. These animals will always be accompanied by a trained staff member and double-leashed to avoid the risk of escape.

The pet relief area will be immediately cleaned up after each use with the waste properly disposed of to eliminate smells. In addition to the pet relief area, strategically placed pet waste removal bags and garbage bag-lined trash cans will be placed near the hospital entrance that will be emptied daily and properly disposed of.

Staff analysis and findings:

This site is located at the northwest corner of Hess Road and Pardee Street within the Horseshoe Ridge PD which permits commercial uses on this property. The Master Plan identifies this property as within the Medium Density Residential Character Area as well as in a Neighborhood Center. A Neighborhood Center was designed to reserve spaces for commercial uses within a Residential Character Area that will serve the surrounding neighborhood members.

The neighboring uses are residential and commercial. Proposed conditions for the Use by Special Review will mitigate noise and odor impacts on neighboring uses. The proposal meets the parking requirements set forth in the Land Development Ordinance for a shopping center.

Subject to conditions, this criterion can be satisfied.

2. Will be consistent with the Town Master Plan.

Applicant analysis and findings:

The Town's Master Plan and General Land Use Plan appear to identify the intersection of Hess and Motsenbocker as a neighborhood center. HRAH would be located one intersection west or 0.3 miles west off the Hess and Motsenbocker intersection. The plan states that businesses in these centers should "serve the basic needs of the surrounding residents". HRAH will serve the basic needs of residents by providing their animals with medical care.

Staff analysis and findings:

This property is located within a Neighborhood Center within the Medium Density Residential Character Area. The Master Plan states that Neighborhood Centers were created to reserve spaces to create commercial centers that will serve the nearby residents.

The proposed use of a veterinary clinic does align with the Parker 2035 Master Plan as described in Section IV. above.

Subject to conditions, this criterion can be satisfied.

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

Applicant analysis and findings:

HRAH will be built into an already approved and existing site plan. The outdoor pet relief area will already be on the site plan and there are no further proposed changes to the existing site plan.

Staff analysis and findings:

The proposed use is not anticipated to generate significant traffic volumes or lead to congestion which might result in undue traffic hazards. The use will occupy an approved

structure and tenant improvements will be designed to accommodate the expanded use. Therefore, the proposed use will not result in an over-intensive use of land.

Therefore, staff has determined that this criterion can be satisfied.

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

Applicant analysis and findings:

HRAH will be built into an already approved and existing structure and therefore will not have any anticipated adverse effects on the community capital improvement programs.

Staff analysis and findings:

The proposed use will be going into an established area with existing roads, utilities, and stormwater. Additional capital improvement infrastructure will not be required, and the proposal does not create undue hardship on what is existing. There will be minimal impact on traffic to the area, which would not warrant the need for road improvements. The use does not impact the permeability of the site. The proposed use does not necessitate additional stormwater improvements. There will be no impact on parks or regional trails.

Therefore, staff has determined that this criterion can be satisfied.

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

Applicant analysis and findings:

HRAH will be within an existing tenant space and therefore will not require any additional public or municipal services or facilities beyond what is already provided.

Staff analysis and findings:

This use is not anticipated to generate demand for additional municipal services (police, street maintenance, drainage facility maintenance, etc.) or facilities (parks, recreation center usage, etc.) beyond which the Town currently provides. Therefore, the proposed use will not require a level of community facilities and services greater than presently available to serve the site.

Therefore, staff has determined that this criterion can be satisfied.

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

Applicant analysis and findings:

Pardee St, where HRAH is located, is assessable both from Hess Rd as well as Triple Crown Dr. Employees, customers, and pets will arrive and depart at staggered appointment times during business hours. Adequate parking in the immediate vicinity of our building is available on-site to limit congestion on major roadways. Our business is mainly appointment based, ensuring we can spread out traffic, and preventing us from having significant traffic volumes.

Staff analysis and findings:

The property has vehicular access from both Pardee Street and Triple Crown Drive. The existing building and proposed use meet parking standards. The proposed use is not anticipated to generate significant traffic volumes or lead to congestion which might result in undue traffic hazards.

Therefore, staff has determined that this criterion can be satisfied.

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

Applicant analysis and findings:

HRAH will not cause significant air, water, or noise pollution. As mentioned above, dogs will be taken out accompanied by staff members, and never in groups to eliminate barking. The ambient noise of Hess Road should help mitigate the effect of the few barking instances that do occur. On average, a dog will be taken out 2-3 times a day, only during business hours, and only to the designated pet relief area. Should this area need to be cleaned or deodorized, a hydrogen peroxide-based disinfectant will be used to help mitigate environmental impact.

All dogs that arrive and leave for appointments will be required to be on leash and all cats will be required to be in carriers. Due to the adequate parking immediately adjacent to the HRAH entrance, animals should spend minimal time outside of the vehicle they arrive in or inside the building, further mitigating noise or waste pollution. Should an animal produce waste while in their owner's care, pet waste stations and lined trash cans will be available to help keep the area clean. These waste stations will be emptied by staff into dumpsters throughout the day and every night prior to closure to help control the odor.

Interior noise will also be mitigated using planned sound-deadening insulation within the wall and ceilings. This will especially be focused on the shared wall between the hospital space and the tenant to our east. Dogs staying for surgical procedures will receive medications to help decrease anxiety and limit noise. No animals will be boarded overnight which will assist in limiting any potential noise-producing hours to business hours.

Interior cleaning and sanitization will primarily use soap and water-based cleaning agents, or concentrated hydrogen peroxide-based cleaning products to help control odor. We will always follow MSDS safety data sheets while using these products.

All medical waste will be removed properly by a contracted professional service.

Staff analysis and findings:

With enhanced cleaning and noise management practices as described in the conditions set forth in the recommendation, this proposal will not significantly increase the noise, air or water pollution. Regular and quality cleaning and maintenance of dog relief areas coupled with daily waste collection ensures the concerns of odors with this facility are mitigated. Additionally, the outdoor pet relief area will be sprayed with an environmentally friendly odor control solution as needed.

The applicant will provide additional attention to sound control, reflected in the conditions listed above. Anticipated noise should not exceed the noises produced by other uses in the immediate vicinity.

Subject to conditions, this criterion can be satisfied.

8. Will be adequately landscaped, buffered and screened.

Applicant analysis and findings:

The proposed site plan has landscaping planned into the site plan. HRAH has no intention to have any negative effect on the site's proposed landscaping. The staff of HRAH will take pride in maintaining the overall cleanliness of the property and prompt removal of pet waste.

Staff analysis and findings:

The original Site Plan includes landscaping and screening which aligns with the Land Development Ordinance. The original Site Plan and the Use by Special Review application outlines that there will be a pet relief area for the animals in the care of the clinic. The Site Plan for the clinic includes additional vegetation to ensure all landscaping, buffering, and screening requirements are met.

Therefore, staff has determined that this criterion can be satisfied.

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

Applicant analysis and findings:

The safety of staff, clients, pets, and neighbors will always be the number one priority of HRAH. Animals will be kept securely inside the building. When brief stints outside to an enclosed pet relief area or owner's vehicle are necessary, all animals will be secured using two leashes. No large animals or wildlife will be treated. Because we are not a 24-hour hospital, there will be no boarding of infectious patients reducing the risk of zoonotic or contagious disease transmission. All staff will be properly trained and required to attend regular safety meetings. By helping residents with their pets' health and assisting in controlling contagious diseases, HRAH will benefit the health, safety, and welfare of the present or future inhabitants of the town.

Staff analysis and findings:

The impacts created by dog daycare facility use will be mitigated, subject to the conditions proposed in this staff report. The applicant will work to ensure pet health and welfare and will not be detrimental to the health, safety, or welfare of present or future inhabitants of the Town. The site is served by water and sanitary sewer, the facility will have water and wastewater will be properly treated.

Subject to conditions, staff has determined that this criterion can be satisfied.

VIII. SUMMARY REFERRAL AGENCY COMMENTS AND CONDITIONS

Agency	Comments
Town of Parker Building	Approved
Town of Parker Engineering/Civil	Completed
Fire Life Safety	Approved
South Metro Fire	No Comment

IX. CONCLUSION

This proposal is consistent with the *Parker 2035 Master Plan* and the Use by Special Review application has demonstrated compliance with the applicable approval criteria. Therefore, staff is recommending that Planning Commission recommend Town Council approve Horseshoe Ridge Lot 2 Block 1 - Use by Special Review for a Veterinary Clinic.

X. RECOMMENDED CONDITIONS

Staff recommends that the Planning Commission recommend that the Town Council approve Horseshoe Ridge Lot 2 Block 1 – Use by Special Review Request to allow for the veterinary clinic, subject to the following conditions:

- 1. That the Use by Special Review materials submitted to the Community Development Department on April 14, 2023, shall be the approved Use by Special Review materials.*
- 2. A building permit shall be required for any interior or exterior work completed on site.*
- 3. That the outdoor relief area shall be maintained in good condition. The outdoor area shall be cleaned immediately and sprayed with an environmentally friendly odor control cleaner as needed.*
- 4. That the outdoor relief area's waste station as well as other pet waste stations shall be emptied at least twice daily and prior to closing.*
- 5. That the internal design on the clinic shall have sound-deadening insulation on internal walls and ceilings to mitigate noise to the adjacent business.*
- 6. That all animals shall be by themselves, double leashed, and accompanied by a staff member when accessing the pet relief area.*
- 7. No overnight kenneling shall be permitted except for those animals that are under immediate veterinary care that requires the overnight kenneling. ”*

XI. ATTACHMENTS

The Use by Special Review submittal

Report Approved By: Bryce Matthews, Assistant Director - Planning

HORSESHOE RIDGE SUBDIVISION 1ST AMENDMENT

LOT 2, BLOCK 1, HORSESHOE RIDGE SUBDIVISION 1ST AMENDMENT
A PARCEL OF LAND LOCATED IN THE SE 1/4 OF SECTION 28, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF
THE 6TH PRINCIPAL MERIDIAN
SITE PLAN REVIEW

LEGEND

	CONCRETE PAVEMENT
	STANDARD DUTY ASPHALT PAVEMENT
	CONCRETE SIDEWALK PAVEMENT
	LANDSCAPE AREA
	PROPERTY LINE
	CONCRETE CURB & GUTTERS
	EASEMENT
	BUILDING SETBACK

SITE DATA

BUILDING:	4,713 SF (0.11 AC)
LANDSCAPE:	15,471 SF (0.35 AC)
SIDEWALK:	2,041 SF (0.05 AC)
PAVED:	19,587 SF (0.44 AC)
TOTAL:	41,412 SF (0.95 AC)

USE:	RESTAURANT/RETAIL
BUILDINGS:	4,713 SF
ZONE:	PLANNED DEVELOPMENT

REQUIRED PARKING
RETAIL: 1 PER 100 SF
155/100 = 10.7 OR 11 STALLS
RESTAURANT: 1 PER 100 SF
1550/100 = 15 STALLS

STANDARD PARKING PROVIDED: 25
NO STALLS
TOTAL PARKING PROVIDED: 27

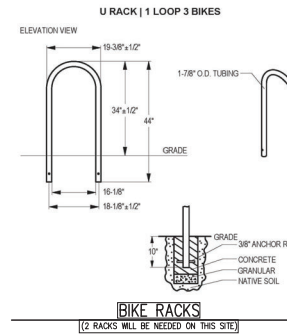
REQUIRED BICYCLE PARKING (4 FOR RESTAURANT, 2 PER 10,000 GFA)
BICYCLE PARKING: 6

STANDARD STALL DIMENSIONS: 9' X 19'
STALLS NEXT TO LANDSCAPE: 10' X 19'
DRIVE AISLE WIDTH: 25'

BUILDING DATA

RESTAURANT (DRIVE THROUGH)	= 1,500 SF
RETAIL	= 3,213 SF
TOTAL	= 4,713 SF

PIPE TABLE			
#	SIZE	LENGTH	SLOPE
8	18"	31'	Concrete Pipe, 0.50%



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

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

Town of Parker, Director of Engineering Date



PROJECT TITLE

RETAIL

12225 PARDEE ST.
PARKER, CO 80134

PREPARED FOR

BRYTAR
COMPANIES

8117 PRESTON RD. #300
DALLAS, TX 75225

SUBMITTAL

SITE PLAN REVIEW

DRAWN BY: BSA

CHECKED BY: MRB

PROJECT NO: 18-075-001

REVISIONS

2ND SUBMITTAL 10/31/2019

3RD SUBMITTAL 02/18/2020

4TH SUBMITTAL 04/01/2020

DATE

5/28/2019

SHEET TITLE

SITE PLAN

SHEET INFORMATION

C-1.0

2 OF 2



Request for Town Council Action

Date: August 21, 2023
Submitted By: Kristin Hoffmann, Town Attorney
Reviewed By: Michelle Kivela, Town Manager
Title: **HESS RANCH METROPOLITAN DISTRICT NOS. 5-8**
Department: **Town Attorney, Kristin Hoffmann**

EXECUTIVE SUMMARY

These resolutions will approve the first amendments to the service plans for the Hess Ranch Metropolitan Districts Nos. 5-8.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town has received an application for approval of first amendments to the service plans for the Hess Ranch Metropolitan Districts Nos. 5-8. The purpose of the first amendments is to allow the Districts to form special improvement districts within Town boundaries and to impose special assessments to finance capital improvements. Attached to this Council action form is an analysis of the Districts' proposed amendments provided by the Town's special counsel, Butler Snow, and a vicinity map depicting the location of the Districts.

FINANCIAL IMPACT

None to the Town.

STRATEGIC GOAL(S)



INNOVATE WITH
COLLABORATIVE
GOVERNANCE



ENHANCE ECONOMIC
VITALITY

ATTACHMENTS

1. Butler Snow analysis memo
2. Vicinity map
3. Resolution No. 23-064
4. Resolution No. 23-065
5. Resolution No. 23-066
6. Resolution No. 23-067

RECOMMENDED MOTION

I move to approve Resolution No. 23-064.
I move to approve Resolution No. 23-065.
I move to approve Resolution No. 23-066.

I move to approve Resolution No. 23-067.



MEMO

To: Kristin Hoffmann, Town of Parker
From: Kim Crawford, Butler Snow
Date: August 1, 2023
Re: First Amendment to Amended and Restated Service Plan for Hess Ranch
Metropolitan District Nos. 5, 6, 7, and 8
(together, the "Districts")

The following is our report on the proposed First Amendment to Amended and Restated Service Plans for the above-mentioned Districts. This report summarizes key information about the Districts, the First Amendment, and the Service Plans.

Hess Ranch Metropolitan District Nos. 5-8 First Amendment

Purpose of First Amendment: Allows the Districts to form special improvement districts (SIDs) within their boundaries and to impose special assessments to finance capital improvements.

Details of the First Amendment:

- Authorizes the Districts to create SIDs and to impose special assessments against property benefitted to finance the costs of public improvements.
- Special Assessments are not property taxes or Development Fees but an assessment imposed upon benefitted properties.
- Any debt issued by an SID is not "Debt" for purposes of the Service Plans and does not count against Service Plan debt limits.
- Debt issued by any SID must be approved by the voters of the Districts.
- Any special assessment imposed upon the property within the SID are due and payable at or prior to the issuance of a certificate of occupancy and shall not be passed along to residents.

Hess Ranch Metropolitan District Nos. 4-8 Details of Amended and Restated Service Plan Approved by the Town in August 2019

The following is a summary of the 2019 Service Plan Amendments and is for informational purposes only. None of the information has been revised by the First Amendments remains unchanged.

Developer:	Front Range Communities, LLC (Larry Jacobson and Matt Osborn)
Attorney:	Spencer Fane LLP (Tom George)
Finance:	D.A. Davidson & Co.
Accounting:	CliftonLarsonAllen
Engineer:	EMK Consultants
Bond Counsel:	TBD
Location:	Approximately 1,135 acres located southwest of the intersection of Stroh Road and North Crowfoot Valley Road
Area/Land Use:	The Districts will include 2,489 residential units (built in four phases) and 130,418 square feet of commercial space (built in the fourth phase).
Build Out Schedule:	Build out of Phase 1 (678 residential units) anticipated to occur by 2023; build out of Phase 2 (783 residential units) anticipated to occur by 2024; build out of Phases 3 and 4 (1028 residential units and 130,418 square feet of commercial space) anticipated to occur by 2028, per the consolidated Financial Plan.
Projected Assessed:	\$104,925,354 projected total assessed valuation (AV) for all residential and commercial development at completion of project build out, anticipated for 2028 completion year (per consolidated Financial Plan, with 2-year lag for AV realization).
Powers:	Water, streets, traffic and safety control, sanitation, storm sewers and drainage, and parks and recreation improvements. Transportation, television relay and translation, mosquito and pest control, security services, covenant enforcement, design review only if authorized in IGA (and these powers are not authorized in the current version of the IGA).
Regional Infrastructure:	In accordance with the Intergovernmental Agreement between each of the Hess Ranch Districts and the Town (the “IGA”), the Districts will construct the following regional infrastructure using the Infrastructure Capital Mill Levy of 5 mills: • Regional stormwater improvements, including but not limited to regional stormwater channels and detention/retention facilities;

- Arterial streets and appurtenances, including but not limited to traffic safety improvements
- Right-of-way landscaping (edges and medians) along arterial street rights-of-way;
- Regional water and sanitary sewer improvements;
- Regional open space, regional trails, and other regional park and recreation improvements;
- All other regional improvements specifically identified in an Approved Development Plan approved by the Town to be planned, designed and constructed by the District; and
- All other regional improvements that may be planned, designed, or constructed by any one of the other Districts.

Town Infrastructure: In accordance with the IGA, the Town is authorized to utilize the revenues generated from the Town Capital and Maintenance Mill Levy of 5 mills for the planning, design, financing, acquisition, construction, operation, and maintenance of the following Town Infrastructure associated with the impacts from development within the Districts:

- 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 Districts;
- Maintenance and operation of all storm sewer, detention ponds, stream improvements and other stormwater conveyance infrastructure located on Town, HOW or District-owned property that is eligible for maintenance assistance through the Town's Stormwater Utility; and
- Widening of Chambers Road to a full arterial roadway section through the District boundaries, including additional lanes, bridge structures, sidewalk, curb and gutter, medians and all other associated items.

**Operation and
Maintenance:**

In accordance with the IGA, the Districts are required to dedicate the Public Improvements to the Town or other appropriate jurisdiction or owners association in a manner consistent with the Approved Development Plan, Development Agreement and other rules and regulations of the Town and applicable provisions of the Town Code. The Districts are each authorized to impose up to 10 mills for District administrative and operating expenses, as well as the maintenance of the following regional infrastructure:

regional stormwater improvements, including but not limited to regional stormwater channels and detention/retention facilities
--

collector and arterial streets and appurtenances, including but not limited to traffic safety improvements
right-of-way landscaping (edges and medians) along collector, arterial and other street rights-of-way
regional water and sanitary sewer improvements
regional open space, regional trails, and other regional park and recreation improvements
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
community parks and recreation facilities, including but not limited to parks, playgrounds, community center(s), swimming pool(s), playgrounds, tot lots, recreation centers, ballfields, sport courts, dog parks, picnic shelters, picnic facilities, and associated grounds and landscaping
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
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)
All other improvements that may be owned, operated and/or maintained by any one of the other Districts

Improvement Costs: \$220,734,896, consisting of local and regional improvements for the Looking Glass development. Improvements to be constructed are detailed above.

Debt Limit: The Districts shall not issue Debt in excess of \$254,368,750 total aggregate principal amount, provided that such limitation shall not be applicable to refunding Bonds issued by 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; and (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%.

The Debt limitation shall not apply to a District's pledge of its property tax or specific ownership tax revenues derived from its mill levies to one of the other Districts.

The Districts are required to enter into an agreement among themselves allocating the \$254,368,750 in debt authorization and must provide a copy of the agreement and any subsequent amendments thereto to the Town.

Mill Levy:

The mill levy the Districts will each impose is 77 mills, which is subject to the Mill Levy Adjustment on a going-forward basis from January 1, 2019 (which means that each District will be allowed to avail itself of the reduction in the residential assessment rate effective January 1, 2020 that dropped from 7.2% of actual value to 7.15% of actual value). The 77 mills is comprised of:

- 57 mills for the Maximum Debt Mill Levy;
- 10 mills for the Operation and Maintenance Mill Levy, to be used for the costs of ongoing administrative, accounting and legal services of the Districts, and for the maintenance of certain regional improvements (identified in the table above);
- 5 mills for the Infrastructure Capital Mill Levy, to be used for the construction of regional infrastructure; and
- 5 mills for the Town Capital and Maintenance Mill Levy, to be used for construction and maintenance of infrastructure the Town determines is necessary or desirable in connection with the impacts of development in the Districts.

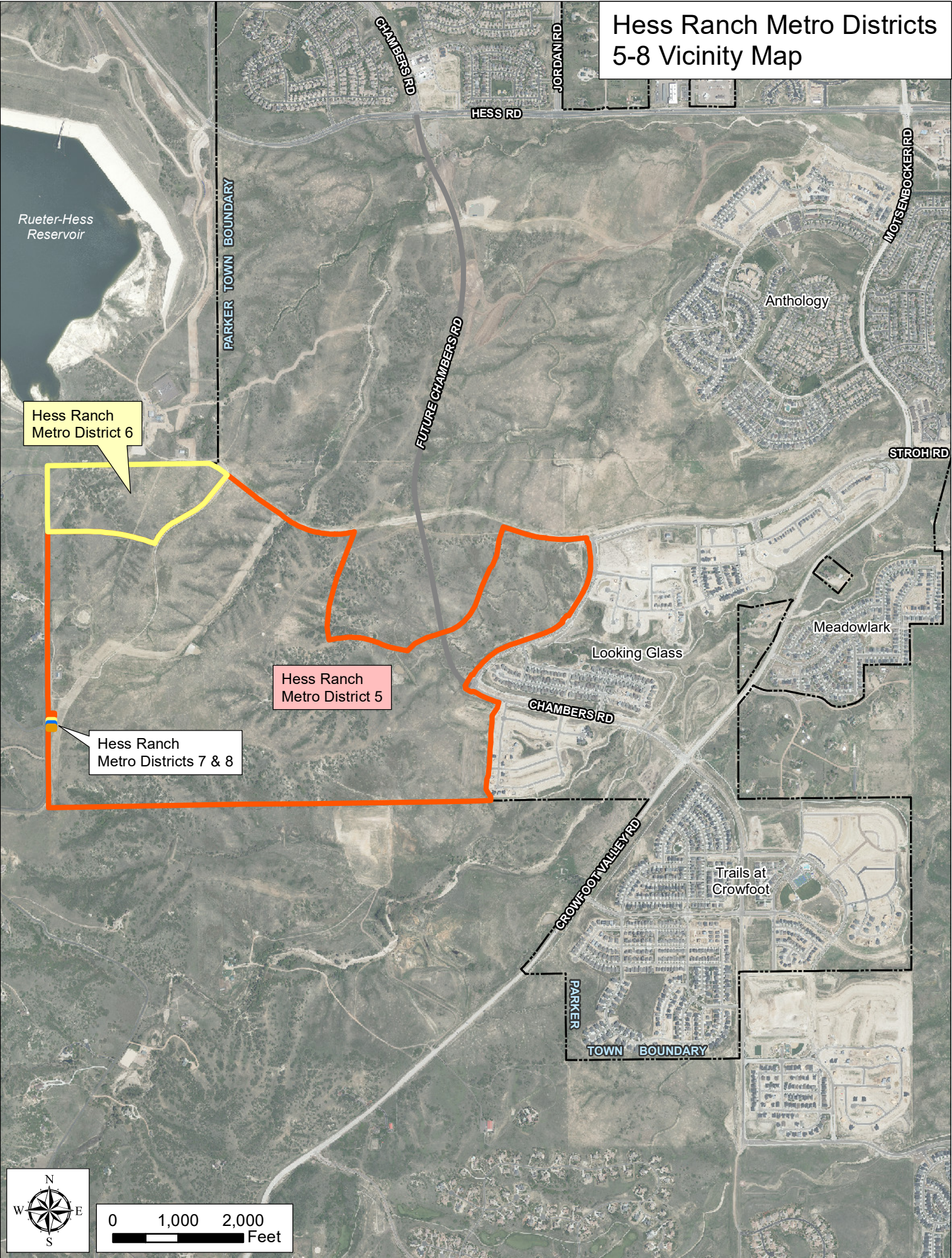
Proposed Debt
Issuance:

The Financial Plan for the Districts indicates that the Districts will issue bonds in the amount of \$203,495,000 in 2020.

Service Plan:

All of the Amended and Restated Service Plans for the Hess Ranch Metropolitan Districts 4-8 substantially comply with the model service plan.

Hess Ranch Metro Districts 5-8 Vicinity Map



RESOLUTION NO. 23-064, Series of 2023

TITLE: A RESOLUTION TO APPROVE THE FIRST AMENDMENT TO AMENDED AND RESTATED SERVICE PLANS FOR HESS RANCH METROPOLITAN DISTRICT NO. 5

WHEREAS, on September 21, 2015, following due notice and a public hearing, the Town Council (the “Town Council”) of the Town of Parker, County of Douglas, State of Colorado (the “Town”) adopted a resolution approving a consolidated service plan for Hess Ranch Metropolitan Districts No. 1-8 (the “Original Service Plans); and

WHEREAS, since approval of the Original Service Plans and due to changes in ownership of property within the Hess Ranch Districts and changes in development plans, Hess Ranch Metropolitan District Nos. 1-3 (“Districts 1-3”) now operate independently from Hess Ranch Metropolitan District Nos. 4-8 (“Districts 4-8”); and

WHEREAS, on August 5, 2019, following due notice and a public hearing, the Town Council adopted resolutions approving Amended and Restated Service Plans for each of the Districts 4-8 (the “Amended and Restated Service Plans”); and

WHEREAS, Hess Ranch Metropolitan Districts No. 5-8 (“Districts 5-8”) have determined that in order to complete public infrastructure with a lower borrowing cost, it is in the best interest of Districts 5-8 to organize special improvement districts and impose special assessments on property benefitted by such improvements; and

WHEREAS, the Amended and Restated Service Plans do not contemplate or authorize the creation of special improvement districts or the imposition of special assessments; and

WHEREAS, a First Amendment to Amended and Restated Service Plan (the “First Amendment”) was filed in the office of the Town Clerk of the Town of Parker by Hess Ranch Metropolitan District No. 5 (“District No. 5”); 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 First Amendment, the evidence and related exhibits, and has determined that the same meets the municipal approval criteria under the Special District Act and the Code, and therefore, has determined to adopt a resolution of approval of the First Amendment for District No. 5; and

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

WHEREAS, notice of the public hearing before the Town Council for its consideration of the First Amendment to Amended and Restated Service Plan was duly published in the *Douglas County News-Press* on July 27, 2023, in accordance with the Special Districts Act, as

evidenced by the Affidavit of Publication attached hereto as **Exhibit 2** and incorporated herein by reference; and

WHEREAS, in accordance with the Special Districts Act, notice of the hearing before the Town Council was also duly mailed by first class mail on July 25, 2023, to all property owners within the boundaries of Districts 5-8, to interested persons, defined as follows: (1) the Colorado Division of Local Government; and (2) the governing body of any municipality or special district which has levied an ad valorem tax within the next preceding tax year, and which has boundaries within a radius of three miles of the Districts' boundaries, as evidenced by the Certificate of Mailing of Notice of Hearing to Three Mile Radius Entities attached hereto as **Exhibit 3** and incorporated herein by reference; and

WHEREAS, the boundaries of the District No. 5 are wholly contained within the boundaries of the Town; and

WHEREAS, pursuant to the provisions of the Special Districts Act and the Code, the Town Council held a public hearing on the First Amendment; and

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

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

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

Section 2. The Town Council hereby determines that the requirements of the Special District Act and the Code, relating to the filing of the First Amendment for District No. 5, 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 First Amendment, and evidence at the public hearing on the First Amendment, 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 District No. 5;

(2) The existing service in the area to be served by District No. 5 continues to be inadequate for present and projected needs;

(3) District No. 5 is capable of providing economical and sufficient service to the area within its proposed boundaries;

(4) The area included in District No. 5 has, or will have, the financial ability to discharge the proposed indebtedness of District No. 5, as set forth in the First Amendment, on a reasonable basis; and

(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 District No. 5 are compatible with the facility and service standards of the Town;

(7) That the First Amendment is in substantial compliance with the Town's master plan;

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

(9) That approval of the First Amendment will be in the best interests of the area to be served;

(10) That approval of the First Amendment will be in the best interests of the residents or future residents of the area proposed to be served;

(11) That the First Amendment is in substantial compliance with Sections 10.11.010, *et seq.*, of the Code;

(12) That the approval of the First Amendment 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 No. 5;

Section 4. The Town Council hereby finds that approval of the First Amendment is in the best interests of the property to be served, the Town and District No. 5.

Section 5. That the First Amendment dated August 21, 2023 and attached hereto as Exhibit A is hereby approved in accordance with C.R.S. § 32-1-204.5(1)(c).

Section 6. That a certified copy of this Resolution be filed in the records of the and transmitted to District 5.

RESOLVED AND PASSED this ____ day of _____, 2023.

TOWN OF PARKER, COLORADO

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

EXHIBIT 1

**FIRST AMENDMENT
TO
AMENDED AND RESTATED SERVICE PLAN
FOR
HESS RANCH METROPOLITAN DISTRICT NO. 5**

Town of Parker, Colorado

Amended and Restated Service Plan approved by the Town of Parker on August 5, 2019

First Amendment Dated August 21, 2023

I. INTRODUCTION AND PURPOSE OF FIRST AMENDMENT

The Town of Parker approved the Amended and Restated Service Plan (the “Service Plan”) for Hess Ranch Metropolitan District No. 5 (the “District”) on August 5, 2019. This First Amendment to Amended and Restated Service Plan (“First Amendment”) is intended to be read in conjunction with the Service Plan.

Since the time the Service Plan was approved, the estimated costs of the Public Improvements needed for the Project have significantly increased. As is permitted by the Special District Act, and in particular Section 32-1-1101.7, C.R.S., the Board of Directors of the District desires to establish a special improvement district within the boundaries of the District to levy and collect assessments, and to issue bonds payable from the assessments to finance all or part of the costs of the Improvements to defray the significantly increased costs. The Service Plan, however, is silent as to whether the District is authorized, under the Service Plan, to do so.

The limited purpose of this First Amendment is to expressly authorize the District to establish a special improvement district within the boundaries of the District, to levy and collect assessments, and to issue bonds payable from the assessments to finance all or part of the costs of the Improvements, consistent with the provisions of Section 32-1-1101.7, C.R.S., as further set forth below.

II. AMENDMENT

The District’s Service Plan is hereby amended as follows:

- A. Consistent with the provisions of Section 32-1-1101.7, C.R.S., the District shall be authorized:
 - i. to establish a special improvement district within the boundaries of the District;
 - ii. to levy and collect assessments;
 - iii. to issue bonds or other obligations payable from the assessments to finance all or part of the costs of the Improvements; and
 - iv. to undertake and carry out any other activities related or necessary to the foregoing.
- B. Assessments levied by the District pursuant to Section 32-1-1101.7, C.R.S., shall not be considered property taxes or Development Fees.
- C. Assessments levied by the District pursuant to Section 32-1-1101.7, C.R.S., may be used to finance, plan, acquire, and construct the Public Improvements,

pay debt service, and for any other purpose permitted by the Special District Act.

- D. Assessments levied by the District pursuant to Section 32-1-1101.7, C.R.S., shall be due and payable at or prior to the issuance of a certificate of occupancy for any unit, structure or other appurtenance, excluding Public Improvements, on the property assessed.
- E. Any bonds or other obligations issued by the District payable solely from assessments shall be considered revenue bonds, shall not be considered Debt, and shall not be subject to or count toward the District's total debt issuance limitation set forth in the Service Plan.
- F. This First Amendment meets the requirements of Section V.A.13 of the Service Plan as to the issuance of any bonds or other obligations issued by the District payable from assessments pursuant to Section 32-1-1101.7, C.R.S., and no additional amendment to the Service Plan is needed for the District to issue such bonds or other obligations.
- G. The District may enter into one or more intergovernmental agreements with any one or more of the Districts regarding establishing special improvement district(s), levying and collecting assessments, issuing bonds or other obligations payable from the assessments, and/or financing the Improvements with such revenues and funds. Any such agreements among the Districts shall not be considered Debt and shall not be subject to or count toward the total debt issuance limitation set forth in the Service Plan.

IV. EFFECT OF FIRST AMENDMENT

All capitalized terms used but not defined in this First Amendment shall have the definitions ascribed to them in the Service Plan. Except as specifically amended as set forth above, all other provisions of the Service Plan shall remain in full force and effect. To the extent there are any inconsistencies between this First Amendment and the Service Plan, this First Amendment shall control.

V. REQUESTED APPROVAL

It is hereby requested that the Town Council of the Town of Parker, Colorado, which has jurisdiction to approve this First Amendment by virtue of Section 32-1-207(2) C.R.S., *et seq.*, as amended, adopt a resolution of approval which approves this First Amendment to the Service Plan for Hess Ranch Metropolitan District No. 5 as submitted.

EXHIBIT 2

Colorado Community Media
750 W. Hampden Ave. Suite 225
Englewood, CO 80110

Hess Ranch Metro District (sf) **
c/o Spencer Fane LLP
1700 Lincoln Street, Suite 1900
Denver CO 80203

**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 7/27/2023, and that copies of each number of said paper in which said Public Notice was published were delivered by carriers or transmitted by mail to each of the subscribers of said paper, according to their accustomed mode of business in this office.



For the Douglas County News-Press

State of Colorado }
County of Arapahoe } ss

The above Affidavit and Certificate of Publication was subscribed and sworn to before me by the above named Linda Shapley, publisher of said newspaper, who is personally known to me to be the identical person in the above certificate on 7/27/2023. Linda Shapley has verified to me that she has adopted an electronic signature to function as her signature on this document.

20004025550-659781

Carla Bethke
Notary Public
My commission ends April 11, 2026

CARLA BETHKE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20004025550
MY COMMISSION EXPIRES APRIL 11, 2026

Public Notice

**TOWN OF PARKER, COUNTY OF DOUGLAS,
STATE OF COLORADO**

**NOTICE OF PUBLIC HEARING FOR
AMENDMENTS TO SERVICE PLANS
OF SPECIAL DISTRICTS**

**IN RE THE SERVICE PLAN AMENDMENTS
FOR HESS RANCH METROPOLITAN
DISTRICT NOS. 5-8, TOWN OF PARKER,
DOUGLAS COUNTY, STATE OF COLORADO**

NOTICE IS HEREBY GIVEN that, pursuant to § 32-1-204(1), C.R.S., four separate Service Plan Amendments (the "Service Plan Amendments") for Hess Ranch Metropolitan District Nos. 5-8 (collectively, the "Districts") have been filed and are available for public inspection in the office of the Town Clerk of the Town of Parker, Colorado.

A public hearing on the Service Plan Amendments will be held by the Town Council on August 21, 2023, 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.

The Districts are existing metropolitan districts organized under the provisions of Title 32, Colorado Revised Statutes. The purpose of the Districts 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 Districts' boundaries. The Districts' Maximum Debt Mill Levy is 57 mills, their Infrastructure Capital Mill Levy is 5 mills, their Town Capital and Maintenance Mill Levy is 5 mills, and their Operations and Maintenance Mill Levy is not limited but is anticipated to be 10 mills as set forth in intergovernmental agreements between the Districts and the Town, all subject to adjustment and the limitations set forth in the Districts' Service Plans.

The general purpose of the Service Plan Amendments is to authorize the Districts to establish special improvement districts within their respective boundaries, to levy and collect assessments, and to issue bonds payable from the assessments to finance all or part of the costs of public improvements, consistent with the provisions of the Special District Act, Section 32-1-101, et seq., C.R.S., and as further set forth in the Service Plan Amendments.

A description of the land contained within the boundaries of the Districts is as follows: generally located west of Crowfoot Valley Road, south of the intersection of Crowfoot Valley Road and Stroh Road, and north of the intersection of Crowfoot Valley Road and Pradera Parkway, in the Town of Parker, Douglas County, State of Colorado.

All protests and objections to the Service Plan Amendments 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 Amendments 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.

**BY ORDER OF THE TOWN CLERK OF THE
TOWN OF PARKER, STATE OF COLORADO**

Legal Notice No. 945756
First Publication: July 27, 2023
Last Publication: July 27, 2023
Publisher: Douglas County News-Press

EXHIBIT 3

STATE OF COLORADO, COUNTY OF DOUGLAS

CERTIFICATE OF MAILING AND PUBLICATION OF NOTICE OF PUBLIC HEARING

IN RE THE AMENDMENTS TO SERVICE PLAN FOR HESS RANCH METROPOLITAN
DISTRICT NOS. 5-8

The undersigned does hereby certify that the NOTICE OF PUBLIC HEARING regarding the AMENDMENTS TO SERVICE PLAN for **HESS RANCH METROPOLITAN DISTRICT NOS. 5-8**, as shown in **Exhibit A** attached hereto and incorporated herein by this reference, was mailed by first-class mail on July 25, 2023, to the owners of record of all property within the boundaries of the Districts and all taxing entities within a 3-mile radius of the Districts, 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 Notice of Public Hearing was also published in the *Douglas County News Press* on July 27, 2023, as evidenced by the Affidavit of Publication attached hereto as **Exhibit C** and incorporated herein by this reference.

The mailing and publication of the Notice of Public Hearing has been pursuant to Section 32-1-204.5, C.R.S.

Stephanie Net, Paralegal
Spencer Fane LLP
1700 Lincoln Street, Suite 2000
Denver, Colorado 80203

STATE OF COLORADO)
CITY AND COUNTY OF DENVER)

Subscribed and sworn to before me this 3rd day of August, 2023, by Stephanie Net, Paralegal.

Witness my hand and official seal.

My commission expires: 9/28/2026

(SEAL)

Kathryn Dater
Notary Public

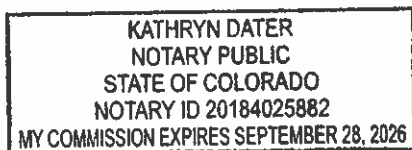


EXHIBIT A

TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

NOTICE OF PUBLIC HEARING FOR AMENDMENTS TO SERVICE PLANS OF SPECIAL DISTRICTS

IN RE THE SERVICE PLAN AMENDMENTS FOR HESS RANCH METROPOLITAN DISTRICT NOS. 5-8, TOWN OF PARKER, DOUGLAS COUNTY, STATE OF COLORADO

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A public hearing on the Service Plan Amendments will be held by the Town Council on August 21, 2023, 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.

The Districts are existing metropolitan districts organized under the provisions of Title 32, Colorado Revised Statutes. The purpose of the Districts 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 Districts' boundaries. The Districts' Maximum Debt Mill Levy is 57 mills, their Infrastructure Capital Mill Levy is 5 mills, their Town Capital and Maintenance Mill Levy is 5 mills, and their Operations and Maintenance Mill Levy is not limited but is anticipated to be 10 mills as set forth in intergovernmental agreements between the Districts and the Town, all subject to adjustment and the limitations set forth in the Districts' Service Plans.

The general purpose of the Service Plan Amendments is to authorize the Districts to establish special improvement districts within their respective boundaries, to levy and collect assessments, and to issue bonds payable from the assessments to finance all or part of the costs of public improvements, consistent with the provisions of the Special District Act, Section 32-1-101, et seq., C.R.S., and as further set forth in the Service Plan Amendments.

A description of the land contained within the boundaries of the Districts is as follows: generally located west of Crowfoot Valley Road, south of the intersection of Crowfoot Valley Road and Stroh Road, and north of the intersection of Crowfoot Valley Road and Pradera Parkway, in the Town of Parker, Douglas County, State of Colorado.

All protests and objections to the Service Plan Amendments 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 Amendments 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.

BY ORDER OF THE TOWN CLERK OF THE TOWN OF
PARKER, STATE OF COLORADO

EXHIBIT B

**Property Owners within the Boundaries of the District
& Taxing Entities within a 3-Mile Radius of the District**

VPDF LG LLC
901 Marquette Ave., Ste. 3300
Minneapolis, MN 55402-3248

Douglas County Government
Martha Marshall
Douglas County Finance
100 Third St
Castle Rock, CO 80104

Douglas County Law Enforcement
Martha Marshall
Douglas County Finance
100 Third St
Castle Rock, CO 80104

Douglas County Re-1 School District
Colleen Doan
701 Prairie Hawk Dr
Castle Rock, CO 80109

Douglas County Schools - Cap Reserve
Colleen Doan
701 Prairie Hawk Dr
Castle Rock, CO 80109

Douglas County Schools - Insurance Reserve
Colleen Doan
701 Prairie Hawk Dr
Castle Rock, CO 80109

Douglas County Schools - Debt Service
Colleen Doan
701 Prairie Hawk Dr
Castle Rock, CO 80109

Town of Castle Rock
Jennifer Tanaka
White, Bear, Ankele, Tanaka & Waldron
2154 E Commons Ave Ste 2000
Centennial, CO 80122

Town of Parker
Mary Lou Brown
20120 E Mainstreet
Parker, CO 80138

City of Lone Tree
Jay Robb
9220 Kimmer Dr Ste 100
Lone Tree, CO 80124

City of Castle Pines
Attn: Don VanWormer
360 Village Square Ln Suite B
Castle Pines, CO 80108

Urban Drainage & Flood Control District
Paul A Hindman
2480 W 26th Ave Ste 156-B
Denver, CO 80211

Franktown Fire Protection District
David Woodrick
1959 N Hwy 83
Franktown, CO 80116

Regional Transportation District
Jannette Scarpino
1600 Blake St
Denver, CO 80202

Denver SE Suburban Water & Sanitation District
Heather W Beasley
5242 Old Schoolhouse Rd
Parker, CO 80134

Cedar Hill Cemetery Association
Neil Adams
880 E Wolfensberger Rd
Castle Rock, CO 80104

South Metro Fire Rescue Fire Protection District
Bob Baker
9195 E Mineral Ave
Centennial, CO 80112

Silver Heights Water & Sanitation District
Richard Rasmussen
1027 Harvey St
Castle Rock, CO 80108

Parker Water & Sanitation District
Ron Redd
18100 E Woodman Dr
Parker, CO 80134

Castle Rock Fire Protection District
Tom George
Spencer Fane LLP
1700 Lincoln St Ste 2000
Denver, CO 80203-4554

South Suburban Park & Recreation District
Rob Hanna
South Suburban Administration
4810 E County Line Rd
Littleton, CO 80126

Stonegate Village Metro District
Sarah Sjobakken
10252 Stonegate Pkwy
Parker, CO 80134

Castle Pines North Metro District
Kim J Seter
Seter & Vander Wall PC
7400 E Orchard Rd Ste 3300
Greenwood Village, CO 80111

Villages at Castle Rock Metro District 6
Ann E Finn
Special District Management Services Inc
141 Union Blvd Ste 150
Lakewood, CO 80228-1898

Douglas County Soil Conservation District
Pam Brewster
PO Box 688
Franktown, CO 80116

Cherry Creek South Metro District 1
Jessica Moser
Professional Community Mgmt Services
7208 S Tuscan Way Ste 125
Centennial, CO 80112

Anthology West Metro District 2
Kristen D Bear
White Bear Ankele Tanaka & Waldron
2154 E Commons Ave Ste 2000
Centennial, CO 80122

MaheR Ranch Metro District 4
K Sean Allen
White, Bear, Ankele, Tanaka & Waldron
2154 E Commons Ave Ste 2000
Centennial, CO 80122

High Prairie Farms Metro District
Susan L Elkins
8390 E Crescent Pkwy Ste 300
Greenwood Village, CO 80111

Cherry Creek Basin Water Quality Authority
Chuck Reid
PO Box 3166
Centennial, CO 80161

Douglas Public Library District
Bob Pasicznyuk
100 S Wilcox St
Castle Rock, CO 80104

Urban Drainage & Flood South Platte
David W Lloyd
2480 W 26th Ave Ste 156-B
Denver, CO 80211

Pinery West Metro District 2
Pete Klymkow
White, Bear, Ankele, Tanaka & Waldron
2154 E Commons Ave Ste 2000
Centennial, CO 80122

Rampart Range Metro District 4-6
Denise Denslow
CliftonLarsonAllen LLP
8390 E Crescent Pkwy Ste 300
Greenwood Village, CO 80111

Canyons Metro District 1-6, 8-11
Clint C Waldron
White, Bear, Ankele, Tanaka & Waldron
2154 E Commons Ave Ste 2000
Centennial, CO 80122

Crowfoot Valley Ranch Metro District 2
Ann E Finn
Special District Management Services Inc
141 Union Blvd Ste 150
Lakewood, CO 80228-1898

Antelope Heights Metro District
Matthew Urkoski
CliftonLarsonAllen LLP
8390 E Crescent Pkwy Ste 300
Greenwood Village, CO 80111

Horse Creek Metro District
Judy Leyshon
Special District Management Services Inc
141 Union Blvd Ste 150
Lakewood, CO 80228-1898

Meridian Village Metro District 2
Eric Hecox
8351 E Bellevue Ave
Denver, CO 80237

Pine Bluffs Metro District
Thomas Whyte
Koelbel and Company
5291 E Yale Ave
Denver, CO 80222

Reata North Metro District
David Greher
Collins Cockrel & Cole PC
390 Union Blvd Ste 400
Denver, CO 80228

Olde Town Metro District
Bob Blodgett
Community Resource Services of CO LLC
7995 E Prentice Ave Ste 103E
Greenwood Village, CO 80111

Neu Towne Metro District
Janet Van Dorn
Simmons & Wheeler PC
304 Inverness Way S Ste 400
Englewood, CO 80112

Anthology West Metro District 3
Kristen D Bear
White Bear Ankele Tanaka & Waldron
2154 E Commons Ave Ste 2000
Centennial, CO 80122

Cherry Creek South Metro District 4-11
Kristin B Tompkins
White Bear Ankele Tanaka & Waldron
2154 E Commons Ave Ste 2000
Centennial, CO 80112

Rampart Range Metro District 9
Megan M Becher
McGeady Becher PC
450 E 17th Ave Ste 400
Denver, CO 80203

Reata South Metro District
Paul R Cockrel
Collins Cockrel & Cole PC
390 Union Blvd Ste 400
Lakewood, CO 80228

Sierra Ridge Metro District 2
Russell Dykstra
Spencer Fane LLP
1700 Lincoln St Ste 2000
Denver, CO 80203-4554

Pinery Commercial Metro District 1-2
Blair M Dickhoner
White, Bear, Ankele, Tanaka & Waldron
2154 E Commons Ave Ste 2000
Centennial, CO 80122

Horseshoe Ridge Metro District 1-3
David S O'Leary
Spencer Fane LLP
1700 Lincoln St Ste 2000
Denver, CO 80203-4554

Jordan Crossing Metro District
Ann E Finn
Special District Management Services Inc
141 Union Blvd Ste 150
Lakewood, CO 80228-1898

Regency Metro District
Ann E Finn
Special District Management Services Inc
141 Union Blvd Ste 150
Lakewood, CO 80228-1898

Parker Central Area URP
Mary Lou Brown
20120 E Mainstreet
Parker, CO 80138

Robinson Ranch Metro District
Bob Blodgett
Community Resource Services of CO LLC
7995 E Prentice Ave Ste 103E
Greenwood Village, CO 80111

Canyons Metro District 7
Kristen D Bear
White, Bear, Ankele, Tanaka & Waldron
2154 E Commons Ave Ste 2000
Centennial, CO 80122

Parker Homestead Metro District
Ann Finn
Special District Management Services Inc
141 Union Blvd Ste 150
Lakewood, CO 80228-1898

North Pine Vistas Metro District 1-3
Russell Dykstra
Spencer Fane LLP
1700 Lincoln St Ste 2000
Denver, CO 80203-4554

Castle Pines Town Center Metro District 1-3
Denise Denslow
CliftonLarsonAllen LLP
8390 E Crescent Pkwy Ste 300
Greenwood Village, CO 80111

Village on the Green Metro District 1
David S O'Leary
Spencer Fane LLP
1700 Lincoln St Ste 2000
Denver, CO 80203-4554

Carousel Farms Metro District
Lisa Johnson
CliftonLarsonAllen LLP
8390 E Crescent Pkwy Ste 300
Greenwood Village, CO 80111

Salisbury Heights Metro District
Lisa Johnson
CliftonLarsonAllen LLP
8390 E Crescent Pkwy Ste 300
Greenwood Village, CO 80111

Stone Creek Metro District
Peggy Ripko
Special District Management Services Inc
141 Union Blvd Ste 150
Lakewood, CO 80228-1898

Overlook Metro District
Paula J Williams
McGeady Becher PC
450 E 17th Ave Ste 400
Denver, CO 80203

Trails at Crowfoot Metro District 1-3
Kristin B Tompkins
White, Bear, Ankele, Tanaka & Waldron
2154 E Commons Ave Ste 2000
Centennial, CO 80122

Hess Ranch Metro District 4-8
Thomas N George
Spencer Fane LLP
1700 Lincoln St Ste 2000
Denver, CO 80203

Cielo Metro District
Clint C Waldron
White Bear Ankele Tanaka & Waldron
2154 E Commons Ave Ste 2000
Centennial, CO 80112

Reata Ridge Village Metro District 1-2
Clint C Waldron
White, Bear, Ankele, Tanaka & Waldron
2154 E Commons Ave Ste 2000
Centennial, CO 80122

Anthology West Metro District 4-6
Kristen D Bear
White Bear Ankele Tanaka & Waldron
2154 E Commons Ave Ste 2000
Centennial, CO 80122

Anthology West Metro District 2 Debt Service
Kristen D Bear
White Bear Ankele Tanaka & Waldron
2154 E Commons Ave Ste 2000
Centennial, CO 80122

Meridian Village Metro District 1 Debt Service
Eric Hecox
8351 E Bellevue Ave
Denver, CO 80237

Meadowlark Metro District
Peggy Ripko
Special District Management Services Inc
141 Union Blvd Ste 150
Lakewood, CO 80228

Rampart Range Metro District 1 Debt Service
Denise Denslow
CliftonLarsonAllen LLP
8390 E Crescent Pkwy Ste 300
Greenwood Village, CO 80111

Cherry Creek South Metro District 11 Debt Service
Kristin B Tompkins
White Bear Ankele Tanaka & Waldron
2154 E Commons Ave Ste 2000
Centennial, CO 80112

Canyons Metro District 3 Debt Service
Clint C Waldron
White, Bear, Ankele, Tanaka & Waldron
2154 E Commons Ave Ste 2000
Centennial, CO 80122

Anthology West Metro District 4 Debt Service
Kristen D Bear
White Bear Ankele Tanaka & Waldron
2154 E Commons Ave Ste 2000
Centennial, CO 80122

Anthology West Metro District 6 Debt Service
Kristen D Bear
White Bear Ankele Tanaka & Waldron
2154 E Commons Ave Ste 2000
Centennial, CO 80122

Newlin Crossing Metro District
Clint C Waldron
White, Bear, Ankele, Tanaka & Waldron
2154 E Commons Ave Ste 2000
Centennial, CO 80104

EXHIBIT C
Affidavit of Publication

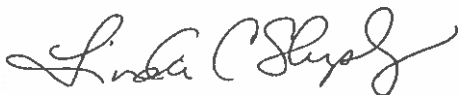
Colorado Community Media
750 W. Hampden Ave. Suite 225
Englewood, CO 80110

Hess Ranch Metro District (sf) **
c/o Spencer Fane LLP
1700 Lincoln Street, Suite 1900
Denver CO 80203

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 7/27/2023, and that copies of each number of said paper in which said Public Notice was published were delivered by carriers or transmitted by mail to each of the subscribers of said paper, according to their accustomed mode of business in this office.



For the Douglas County News-Press

State of Colorado }
County of Arapahoe } ss

The above Affidavit and Certificate of Publication was subscribed and sworn to before me by the above named Linda Shapley, publisher of said newspaper, who is personally known to me to be the identical person in the above certificate on 7/27/2023. Linda Shapley has verified to me that she has adopted an electronic signature to function as her signature on this document.

20004025550-659781

Carla Bethke
Notary Public
My commission ends April 11, 2026

CARLA BETHKE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20004025550
MY COMMISSION EXPIRES APRIL 11, 2026

Public Notice

TOWN OF PARKER, COUNTY OF DOUGLAS,
STATE OF COLORADO

NOTICE OF PUBLIC HEARING FOR AMENDMENTS TO SERVICE PLANS OF SPECIAL DISTRICTS

IN RE THE SERVICE PLAN AMENDMENTS
FOR HESS RANCH METROPOLITAN
DISTRICT NOS. 5-8, TOWN OF PARKER,
DOUGLAS COUNTY, STATE OF COLORADO

NOTICE IS HEREBY GIVEN that, pursuant to § 32-1-204(1), C.R.S., four separate Service Plan Amendments (the "Service Plan Amendments") for Hess Ranch Metropolitan District Nos. 5-8 (collectively, the "Districts") have been filed and are available for public inspection in the office of the Town Clerk of the Town of Parker, Colorado.

A public hearing on the Service Plan Amendments will be held by the Town Council on August 21, 2023, 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.

The Districts are existing metropolitan districts organized under the provisions of Title 32, Colorado Revised Statutes. The purpose of the Districts 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 Districts' boundaries. The Districts' Maximum Debt Mill Levy is 57 mills, their Infrastructure Capital Mill Levy is 5 mills, their Town Capital and Maintenance Mill Levy is 5 mills, and their Operations and Maintenance Mill Levy is not limited but is anticipated to be 10 mills as set forth in intergovernmental agreements between the Districts and the Town, all subject to adjustment and the limitations set forth in the Districts' Service Plans.

The general purpose of the Service Plan Amendments is to authorize the Districts to establish special improvement districts within their respective boundaries, to levy and collect assessments, and to issue bonds payable from the assessments to finance all or part of the costs of public improvements, consistent with the provisions of the Special District Act, Section 32-1-101, et seq., C.R.S., and as further set forth in the Service Plan Amendments.

A description of the land contained within the boundaries of the Districts is as follows: generally located west of Crowfoot Valley Road, south of the intersection of Crowfoot Valley Road and Stroh Road, and north of the intersection of Crowfoot Valley Road and Pradera Parkway, in the Town of Parker, Douglas County, State of Colorado.

All protests and objections to the Service Plan Amendments 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 Amendments 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.

BY ORDER OF THE TOWN CLERK OF THE
TOWN OF PARKER, STATE OF COLORADO

Legal Notice No. 945756
First Publication: July 27, 2023
Last Publication: July 27, 2023
Publisher: Douglas County News-Press

RESOLUTION NO. 23-065, Series of 2023

TITLE: A RESOLUTION TO APPROVE THE FIRST AMENDMENT TO AMENDED AND RESTATED SERVICE PLANS FOR HESS RANCH METROPOLITAN DISTRICT NO. 6

WHEREAS, on September 21, 2015, following due notice and a public hearing, the Town Council (the “Town Council”) of the Town of Parker, County of Douglas, State of Colorado (the “Town”) adopted a resolution approving a consolidated service plan for Hess Ranch Metropolitan Districts No. 1-8 (the “Original Service Plans”); and

WHEREAS, since approval of the Original Service Plans and due to changes in ownership of property within the Hess Ranch Districts and changes in development plans, Hess Ranch Metropolitan District Nos. 1-3 (“Districts 1-3”) now operate independently from Hess Ranch Metropolitan District Nos. 4-8 (“Districts 4-8”); and

WHEREAS, on August 5, 2019, following due notice and a public hearing, the Town Council adopted resolutions approving Amended and Restated Service Plans for each of the Districts 4-8 (the “Amended and Restated Service Plans”); and

WHEREAS, Hess Ranch Metropolitan Districts No. 5-8 (“Districts 5-8”) have determined that in order to complete public infrastructure with a lower borrowing cost, it is in the best interest of Districts 5-8 to organize special improvement districts and impose special assessments on property benefitted by such improvements; and

WHEREAS, the Amended and Restated Service Plans do not contemplate or authorize the creation of special improvement districts or the imposition of special assessments; and

WHEREAS, a First Amendment to Amended and Restated Service Plan (the “First Amendment”) was filed in the office of the Town Clerk of the Town of Parker by Hess Ranch Metropolitan District No. 6 (“District No. 6”); 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 First Amendment, the evidence and related exhibits, and has determined that the same meets the municipal approval criteria under the Special District Act and the Code, and therefore, has determined to adopt a resolution of approval of the First Amendment for District No. 6; and

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

WHEREAS, notice of the public hearing before the Town Council for its consideration of the First Amendment to Amended and Restated Service Plan was duly published in the *Douglas County News-Press* on July 27, 2023, in accordance with the Special Districts Act, as

evidenced by the Affidavit of Publication attached hereto as **Exhibit 2** and incorporated herein by reference; and

WHEREAS, in accordance with the Special Districts Act, notice of the hearing before the Town Council was also duly mailed by first class mail on July 25, 2023, to all property owners within the boundaries of Districts 5-8, to interested persons, defined as follows: (1) the Colorado Division of Local Government; and (2) the governing body of any municipality or special district which has levied an ad valorem tax within the next preceding tax year, and which has boundaries within a radius of three miles of the Districts' boundaries, as evidenced by the Certificate of Mailing of Notice of Hearing to Three Mile Radius Entities attached hereto as **Exhibit 3** and incorporated herein by reference; and

WHEREAS, the boundaries of the District No. 6 are wholly contained within the boundaries of the Town; and

WHEREAS, pursuant to the provisions of the Special Districts Act and the Code, the Town Council held a public hearing on the First Amendment; and

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

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

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

Section 2. The Town Council hereby determines that the requirements of the Special District Act and the Code, relating to the filing of the First Amendment for District No. 6, 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 First Amendment, and evidence at the public hearing on the First Amendment, 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 District No. 6;

(2) The existing service in the area to be served by District No. 6 continues to be inadequate for present and projected needs;

(3) District No. 6 is capable of providing economical and sufficient service to the area within its proposed boundaries;

(4) The area included in District No. 6 has, or will have, the financial ability to discharge the proposed indebtedness of District No. 6, as set forth in the First Amendment, on a reasonable basis; and

(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 District No. 6 are compatible with the facility and service standards of the Town;

(7) That the First Amendment is in substantial compliance with the Town's master plan;

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

(9) That approval of the First Amendment will be in the best interests of the area to be served;

(10) That approval of the First Amendment will be in the best interests of the residents or future residents of the area proposed to be served;

(11) That the First Amendment is in substantial compliance with Sections 10.11.010, *et seq.*, of the Code;

(12) That the approval of the First Amendment 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 No. 6;

Section 4. The Town Council hereby finds that approval of the First Amendment is in the best interests of the property to be served, the Town and District No. 6.

Section 5. That the First Amendment dated August 21, 2023 and attached hereto as Exhibit A is hereby approved in accordance with C.R.S. § 32-1-204.5(1)(c).

Section 6. That a certified copy of this Resolution be filed in the records of the and transmitted to District No. 6.

RESOLVED AND PASSED this _____ day of _____, 2023.

TOWN OF PARKER, COLORADO

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

EXHIBIT 1

**FIRST AMENDMENT
TO
AMENDED AND RESTATED SERVICE PLAN
FOR
HESS RANCH METROPOLITAN DISTRICT NO. 6**

Town of Parker, Colorado

Amended and Restated Service Plan approved by the Town of Parker on August 5, 2019

First Amendment Dated August 21, 2023

I. INTRODUCTION AND PURPOSE OF FIRST AMENDMENT

The Town of Parker approved the Amended and Restated Service Plan (the “Service Plan”) for Hess Ranch Metropolitan District No. 6 (the “District”) on August 5, 2019. This First Amendment to Amended and Restated Service Plan (“First Amendment”) is intended to be read in conjunction with the Service Plan.

Since the time the Service Plan was approved, the estimated costs of the Public Improvements needed for the Project have significantly increased. As is permitted by the Special District Act, and in particular Section 32-1-1101.7, C.R.S., the Board of Directors of the District desires to establish a special improvement district within the boundaries of the District to levy and collect assessments, and to issue bonds payable from the assessments to finance all or part of the costs of the Improvements to defray the significantly increased costs. The Service Plan, however, is silent as to whether the District is authorized, under the Service Plan, to do so.

The limited purpose of this First Amendment is to expressly authorize the District to establish a special improvement district within the boundaries of the District, to levy and collect assessments, and to issue bonds payable from the assessments to finance all or part of the costs of the Improvements, consistent with the provisions of Section 32-1-1101.7, C.R.S., as further set forth below.

II. AMENDMENT

The District’s Service Plan is hereby amended as follows:

- A. Consistent with the provisions of Section 32-1-1101.7, C.R.S., the District shall be authorized:
 - i. to establish a special improvement district within the boundaries of the District;
 - ii. to levy and collect assessments;
 - iii. to issue bonds or other obligations payable from the assessments to finance all or part of the costs of the Improvements; and
 - iv. to undertake and carry out any other activities related or necessary to the foregoing.
- B. Assessments levied by the District pursuant to Section 32-1-1101.7, C.R.S., shall not be considered property taxes or Development Fees.
- C. Assessments levied by the District pursuant to Section 32-1-1101.7, C.R.S., may be used to finance, plan, acquire, and construct the Public Improvements,

pay debt service, and for any other purpose permitted by the Special District Act.

- D. Assessments levied by the District pursuant to Section 32-1-1101.7, C.R.S., shall be due and payable at or prior to the issuance of a certificate of occupancy for any unit, structure or other appurtenance, excluding Public Improvements, on the property assessed.
- E. Any bonds or other obligations issued by the District payable solely from assessments shall be considered revenue bonds, shall not be considered Debt, and shall not be subject to or count toward the District's total debt issuance limitation set forth in the Service Plan.
- F. This First Amendment meets the requirements of Section V.A.13 of the Service Plan as to the issuance of any bonds or other obligations issued by the District payable from assessments pursuant to Section 32-1-1101.7, C.R.S., and no additional amendment to the Service Plan is needed for the District to issue such bonds or other obligations.
- G. The District may enter into one or more intergovernmental agreements with any one or more of the Districts regarding establishing special improvement district(s), levying and collecting assessments, issuing bonds or other obligations payable from the assessments, and/or financing the Improvements with such revenues and funds. Any such agreements among the Districts shall not be considered Debt and shall not be subject to or count toward the total debt issuance limitation set forth in the Service Plan.

IV. EFFECT OF FIRST AMENDMENT

All capitalized terms used but not defined in this First Amendment shall have the definitions ascribed to them in the Service Plan. Except as specifically amended as set forth above, all other provisions of the Service Plan shall remain in full force and effect. To the extent there are any inconsistencies between this First Amendment and the Service Plan, this First Amendment shall control.

V. REQUESTED APPROVAL

It is hereby requested that the Town Council of the Town of Parker, Colorado, which has jurisdiction to approve this First Amendment by virtue of Section 32-1-207(2) C.R.S., *et seq.*, as amended, adopt a resolution of approval which approves this First Amendment to the Service Plan for Hess Ranch Metropolitan District No. 6 as submitted.

EXHIBIT 2

Colorado Community Media
750 W. Hampden Ave. Suite 225
Englewood, CO 80110

Hess Ranch Metro District (sf) **
c/o Spencer Fane LLP
1700 Lincoln Street, Suite 1900
Denver CO 80203

**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 7/27/2023, and that copies of each number of said paper in which said Public Notice was published were delivered by carriers or transmitted by mail to each of the subscribers of said paper, according to their accustomed mode of business in this office.



For the Douglas County News-Press

State of Colorado }
County of Arapahoe } ss

The above Affidavit and Certificate of Publication was subscribed and sworn to before me by the above named Linda Shapley, publisher of said newspaper, who is personally known to me to be the identical person in the above certificate on 7/27/2023. Linda Shapley has verified to me that she has adopted an electronic signature to function as her signature on this document.

20004025550-659781

Carla Bethke
Notary Public
My commission ends April 11, 2026

CARLA BETHKE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20004025550
MY COMMISSION EXPIRES APRIL 11, 2026

Public Notice

**TOWN OF PARKER, COUNTY OF DOUGLAS,
STATE OF COLORADO**

**NOTICE OF PUBLIC HEARING FOR
AMENDMENTS TO SERVICE PLANS
OF SPECIAL DISTRICTS**

**IN RE THE SERVICE PLAN AMENDMENTS
FOR HESS RANCH METROPOLITAN
DISTRICT NOS. 5-8, TOWN OF PARKER,
DOUGLAS COUNTY, STATE OF COLORADO**

NOTICE IS HEREBY GIVEN that, pursuant to § 32-1-204(1), C.R.S., four separate Service Plan Amendments (the "Service Plan Amendments") for Hess Ranch Metropolitan District Nos. 5-8 (collectively, the "Districts") have been filed and are available for public inspection in the office of the Town Clerk of the Town of Parker, Colorado.

A public hearing on the Service Plan Amendments will be held by the Town Council on August 21, 2023, 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.

The Districts are existing metropolitan districts organized under the provisions of Title 32, Colorado Revised Statutes. The purpose of the Districts 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 Districts' boundaries. The Districts' Maximum Debt Mill Levy is 57 mills, their Infrastructure Capital Mill Levy is 5 mills, their Town Capital and Maintenance Mill Levy is 5 mills, and their Operations and Maintenance Mill Levy is not limited but is anticipated to be 10 mills as set forth in intergovernmental agreements between the Districts and the Town, all subject to adjustment and the limitations set forth in the Districts' Service Plans.

The general purpose of the Service Plan Amendments is to authorize the Districts to establish special improvement districts within their respective boundaries, to levy and collect assessments, and to issue bonds payable from the assessments to finance all or part of the costs of public improvements, consistent with the provisions of the Special District Act, Section 32-1-101, et seq., C.R.S., and as further set forth in the Service Plan Amendments.

A description of the land contained within the boundaries of the Districts is as follows: generally located west of Crowfoot Valley Road, south of the intersection of Crowfoot Valley Road and Stroh Road, and north of the intersection of Crowfoot Valley Road and Pradera Parkway, in the Town of Parker, Douglas County, State of Colorado.

All protests and objections to the Service Plan Amendments 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 Amendments 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.

**BY ORDER OF THE TOWN CLERK OF THE
TOWN OF PARKER, STATE OF COLORADO**

Legal Notice No. 945756
First Publication: July 27, 2023
Last Publication: July 27, 2023
Publisher: Douglas County News-Press

EXHIBIT 3

STATE OF COLORADO, COUNTY OF DOUGLAS

CERTIFICATE OF MAILING AND PUBLICATION OF NOTICE OF PUBLIC HEARING

IN RE THE AMENDMENTS TO SERVICE PLAN FOR HESS RANCH METROPOLITAN
DISTRICT NOS. 5-8

The undersigned does hereby certify that the NOTICE OF PUBLIC HEARING regarding the AMENDMENTS TO SERVICE PLAN for **HESS RANCH METROPOLITAN DISTRICT NOS. 5-8**, as shown in **Exhibit A** attached hereto and incorporated herein by this reference, was mailed by first-class mail on July 25, 2023, to the owners of record of all property within the boundaries of the Districts and all taxing entities within a 3-mile radius of the Districts, 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 Notice of Public Hearing was also published in the *Douglas County News Press* on July 27, 2023, as evidenced by the Affidavit of Publication attached hereto as **Exhibit C** and incorporated herein by this reference.

The mailing and publication of the Notice of Public Hearing has been pursuant to Section 32-1-204.5, C.R.S.

Stephanie Net, Paralegal
Spencer Fane LLP
1700 Lincoln Street, Suite 2000
Denver, Colorado 80203

STATE OF COLORADO)
CITY AND COUNTY OF DENVER)

Subscribed and sworn to before me this 3rd day of August, 2023, by Stephanie Net, Paralegal.

Witness my hand and official seal.

My commission expires: 9/28/2026

(SEAL)

Kathryn Dater
Notary Public

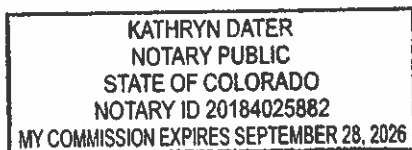


EXHIBIT A

TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

NOTICE OF PUBLIC HEARING FOR AMENDMENTS TO SERVICE PLANS OF SPECIAL DISTRICTS

IN RE THE SERVICE PLAN AMENDMENTS FOR HESS RANCH METROPOLITAN DISTRICT NOS. 5-8, TOWN OF PARKER, DOUGLAS COUNTY, STATE OF COLORADO

NOTICE IS HEREBY GIVEN that, pursuant to § 32-1-204(1), C.R.S., four separate Service Plan Amendments (the "Service Plan Amendments") for Hess Ranch Metropolitan District Nos. 5-8 (collectively, the "Districts") have been filed and are available for public inspection in the office of the Town Clerk of the Town of Parker, Colorado.

A public hearing on the Service Plan Amendments will be held by the Town Council on August 21, 2023, 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.

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The general purpose of the Service Plan Amendments is to authorize the Districts to establish special improvement districts within their respective boundaries, to levy and collect assessments, and to issue bonds payable from the assessments to finance all or part of the costs of public improvements, consistent with the provisions of the Special District Act, Section 32-1-101, et seq., C.R.S., and as further set forth in the Service Plan Amendments.

A description of the land contained within the boundaries of the Districts is as follows: generally located west of Crowfoot Valley Road, south of the intersection of Crowfoot Valley Road and Stroh Road, and north of the intersection of Crowfoot Valley Road and Pradera Parkway, in the Town of Parker, Douglas County, State of Colorado.

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BY ORDER OF THE TOWN CLERK OF THE TOWN OF
PARKER, STATE OF COLORADO

EXHIBIT B

**Property Owners within the Boundaries of the District
& Taxing Entities within a 3-Mile Radius of the District**

VPDF LG LLC
901 Marquette Ave., Ste. 3300
Minneapolis, MN 55402-3248

Douglas County Government
Martha Marshall
Douglas County Finance
100 Third St
Castle Rock, CO 80104

Douglas County Law Enforcement
Martha Marshall
Douglas County Finance
100 Third St
Castle Rock, CO 80104

Douglas County Re-1 School District
Colleen Doan
701 Prairie Hawk Dr
Castle Rock, CO 80109

Douglas County Schools - Cap Reserve
Colleen Doan
701 Prairie Hawk Dr
Castle Rock, CO 80109

Douglas County Schools - Insurance Reserve
Colleen Doan
701 Prairie Hawk Dr
Castle Rock, CO 80109

Douglas County Schools - Debt Service
Colleen Doan
701 Prairie Hawk Dr
Castle Rock, CO 80109

Town of Castle Rock
Jennifer Tanaka
White, Bear, Ankele, Tanaka & Waldron
2154 E Commons Ave Ste 2000
Centennial, CO 80122

Town of Parker
Mary Lou Brown
20120 E Mainstreet
Parker, CO 80138

City of Lone Tree
Jay Robb
9220 Kimmer Dr Ste 100
Lone Tree, CO 80124

City of Castle Pines
Attn: Don VanWormer
360 Village Square Ln Suite B
Castle Pines, CO 80108

Urban Drainage & Flood Control District
Paul A Hindman
2480 W 26th Ave Ste 156-B
Denver, CO 80211

Franktown Fire Protection District
David Woodrick
1959 N Hwy 83
Franktown, CO 80116

Regional Transportation District
Jannette Scarpino
1600 Blake St
Denver, CO 80202

Denver SE Suburban Water & Sanitation District
Heather W Beasley
5242 Old Schoolhouse Rd
Parker, CO 80134

Cedar Hill Cemetery Association
Neil Adams
880 E Wolfensberger Rd
Castle Rock, CO 80104

South Metro Fire Rescue Fire Protection District
Bob Baker
9195 E Mineral Ave
Centennial, CO 80112

Silver Heights Water & Sanitation District
Richard Rasmussen
1027 Harvey St
Castle Rock, CO 80108

Parker Water & Sanitation District
Ron Redd
18100 E Woodman Dr
Parker, CO 80134

Castle Rock Fire Protection District
Tom George
Spencer Fane LLP
1700 Lincoln St Ste 2000
Denver, CO 80203-4554

South Suburban Park & Recreation District
Rob Hanna
South Suburban Administration
4810 E County Line Rd
Littleton, CO 80126

Stonegate Village Metro District
Sarah Sjobakken
10252 Stonegate Pkwy
Parker, CO 80134

Castle Pines North Metro District
Kim J Seter
Seter & Vander Wall PC
7400 E Orchard Rd Ste 3300
Greenwood Village, CO 80111

Villages at Castle Rock Metro District 6
Ann E Finn
Special District Management Services Inc
141 Union Blvd Ste 150
Lakewood, CO 80228-1898

Douglas County Soil Conservation District
Pam Brewster
PO Box 688
Franktown, CO 80116

Cherry Creek South Metro District 1
Jessica Moser
Professional Community Mgmt Services
7208 S Tuscan Way Ste 125
Centennial, CO 80112

Anthology West Metro District 2
Kristen D Bear
White Bear Ankele Tanaka & Waldron
2154 E Commons Ave Ste 2000
Centennial, CO 80122

MaheR Ranch Metro District 4
K Sean Allen
White, Bear, Ankele, Tanaka & Waldron
2154 E Commons Ave Ste 2000
Centennial, CO 80122

High Prairie Farms Metro District
Susan L Elkins
8390 E Crescent Pkwy Ste 300
Greenwood Village, CO 80111

Cherry Creek Basin Water Quality Authority
Chuck Reid
PO Box 3166
Centennial, CO 80161

Douglas Public Library District
Bob Pasicznyuk
100 S Wilcox St
Castle Rock, CO 80104

Urban Drainage & Flood South Platte
David W Lloyd
2480 W 26th Ave Ste 156-B
Denver, CO 80211

Pinery West Metro District 2
Pete Klymkow
White, Bear, Ankele, Tanaka & Waldron
2154 E Commons Ave Ste 2000
Centennial, CO 80122

Rampart Range Metro District 4-6
Denise Denslow
CliftonLarsonAllen LLP
8390 E Crescent Pkwy Ste 300
Greenwood Village, CO 80111

Canyons Metro District 1-6, 8-11
Clint C Waldron
White, Bear, Ankele, Tanaka & Waldron
2154 E Commons Ave Ste 2000
Centennial, CO 80122

Crowfoot Valley Ranch Metro District 2
Ann E Finn
Special District Management Services Inc
141 Union Blvd Ste 150
Lakewood, CO 80228-1898

Antelope Heights Metro District
Matthew Urkoski
CliftonLarsonAllen LLP
8390 E Crescent Pkwy Ste 300
Greenwood Village, CO 80111

Horse Creek Metro District
Judy Leyshon
Special District Management Services Inc
141 Union Blvd Ste 150
Lakewood, CO 80228-1898

Meridian Village Metro District 2
Eric Hecox
8351 E Bellevue Ave
Denver, CO 80237

Pine Bluffs Metro District
Thomas Whyte
Koelbel and Company
5291 E Yale Ave
Denver, CO 80222

Reata North Metro District
David Greher
Collins Cockrel & Cole PC
390 Union Blvd Ste 400
Denver, CO 80228

Olde Town Metro District
Bob Blodgett
Community Resource Services of CO LLC
7995 E Prentice Ave Ste 103E
Greenwood Village, CO 80111

Neu Towne Metro District
Janet Van Dorn
Simmons & Wheeler PC
304 Inverness Way S Ste 400
Englewood, CO 80112

Anthology West Metro District 3
Kristen D Bear
White Bear Ankele Tanaka & Waldron
2154 E Commons Ave Ste 2000
Centennial, CO 80122

Cherry Creek South Metro District 4-11
Kristin B Tompkins
White Bear Ankele Tanaka & Waldron
2154 E Commons Ave Ste 2000
Centennial, CO 80112

Rampart Range Metro District 9
Megan M Becher
McGeady Becher PC
450 E 17th Ave Ste 400
Denver, CO 80203

Reata South Metro District
Paul R Cockrel
Collins Cockrel & Cole PC
390 Union Blvd Ste 400
Lakewood, CO 80228

Sierra Ridge Metro District 2
Russell Dykstra
Spencer Fane LLP
1700 Lincoln St Ste 2000
Denver, CO 80203-4554

Pinery Commercial Metro District 1-2
Blair M Dickhoner
White, Bear, Ankele, Tanaka & Waldron
2154 E Commons Ave Ste 2000
Centennial, CO 80122

Horseshoe Ridge Metro District 1-3
David S O'Leary
Spencer Fane LLP
1700 Lincoln St Ste 2000
Denver, CO 80203-4554

Jordan Crossing Metro District
Ann E Finn
Special District Management Services Inc
141 Union Blvd Ste 150
Lakewood, CO 80228-1898

Regency Metro District
Ann E Finn
Special District Management Services Inc
141 Union Blvd Ste 150
Lakewood, CO 80228-1898

Parker Central Area URP
Mary Lou Brown
20120 E Mainstreet
Parker, CO 80138

Robinson Ranch Metro District
Bob Blodgett
Community Resource Services of CO LLC
7995 E Prentice Ave Ste 103E
Greenwood Village, CO 80111

Canyons Metro District 7
Kristen D Bear
White, Bear, Ankele, Tanaka & Waldron
2154 E Commons Ave Ste 2000
Centennial, CO 80122

Parker Homestead Metro District
Ann Finn
Special District Management Services Inc
141 Union Blvd Ste 150
Lakewood, CO 80228-1898

North Pine Vistas Metro District 1-3
Russell Dykstra
Spencer Fane LLP
1700 Lincoln St Ste 2000
Denver, CO 80203-4554

Castle Pines Town Center Metro District 1-3
Denise Denslow
CliftonLarsonAllen LLP
8390 E Crescent Pkwy Ste 300
Greenwood Village, CO 80111

Village on the Green Metro District 1
David S O'Leary
Spencer Fane LLP
1700 Lincoln St Ste 2000
Denver, CO 80203-4554

Carousel Farms Metro District
Lisa Johnson
CliftonLarsonAllen LLP
8390 E Crescent Pkwy Ste 300
Greenwood Village, CO 80111

Salisbury Heights Metro District
Lisa Johnson
CliftonLarsonAllen LLP
8390 E Crescent Pkwy Ste 300
Greenwood Village, CO 80111

Stone Creek Metro District
Peggy Ripko
Special District Management Services Inc
141 Union Blvd Ste 150
Lakewood, CO 80228-1898

Overlook Metro District
Paula J Williams
McGeady Becher PC
450 E 17th Ave Ste 400
Denver, CO 80203

Trails at Crowfoot Metro District 1-3
Kristin B Tompkins
White, Bear, Ankele, Tanaka & Waldron
2154 E Commons Ave Ste 2000
Centennial, CO 80122

Hess Ranch Metro District 4-8
Thomas N George
Spencer Fane LLP
1700 Lincoln St Ste 2000
Denver, CO 80203

Cielo Metro District
Clint C Waldron
White Bear Ankele Tanaka & Waldron
2154 E Commons Ave Ste 2000
Centennial, CO 80112

Reata Ridge Village Metro District 1-2
Clint C Waldron
White, Bear, Ankele, Tanaka & Waldron
2154 E Commons Ave Ste 2000
Centennial, CO 80122

Anthology West Metro District 4-6
Kristen D Bear
White Bear Ankele Tanaka & Waldron
2154 E Commons Ave Ste 2000
Centennial, CO 80122

Anthology West Metro District 2 Debt Service
Kristen D Bear
White Bear Ankele Tanaka & Waldron
2154 E Commons Ave Ste 2000
Centennial, CO 80122

Meridian Village Metro District 1 Debt Service
Eric Hecox
8351 E Bellevue Ave
Denver, CO 80237

Meadowlark Metro District
Peggy Ripko
Special District Management Services Inc
141 Union Blvd Ste 150
Lakewood, CO 80228

Rampart Range Metro District 1 Debt Service
Denise Denslow
CliftonLarsonAllen LLP
8390 E Crescent Pkwy Ste 300
Greenwood Village, CO 80111

Cherry Creek South Metro District 11 Debt Service
Kristin B Tompkins
White Bear Ankele Tanaka & Waldron
2154 E Commons Ave Ste 2000
Centennial, CO 80112

Canyons Metro District 3 Debt Service
Clint C Waldron
White, Bear, Ankele, Tanaka & Waldron
2154 E Commons Ave Ste 2000
Centennial, CO 80122

Anthology West Metro District 4 Debt Service
Kristen D Bear
White Bear Ankele Tanaka & Waldron
2154 E Commons Ave Ste 2000
Centennial, CO 80122

Anthology West Metro District 6 Debt Service
Kristen D Bear
White Bear Ankele Tanaka & Waldron
2154 E Commons Ave Ste 2000
Centennial, CO 80122

Newlin Crossing Metro District
Clint C Waldron
White, Bear, Ankele, Tanaka & Waldron
2154 E Commons Ave Ste 2000
Centennial, CO 80104

EXHIBIT C
Affidavit of Publication

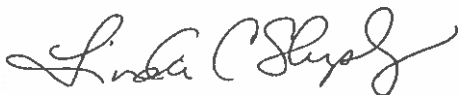
Colorado Community Media
750 W. Hampden Ave. Suite 225
Englewood, CO 80110

Hess Ranch Metro District (sf) **
c/o Spencer Fane LLP
1700 Lincoln Street, Suite 1900
Denver CO 80203

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 7/27/2023, and that copies of each number of said paper in which said Public Notice was published were delivered by carriers or transmitted by mail to each of the subscribers of said paper, according to their accustomed mode of business in this office.



For the Douglas County News-Press

State of Colorado }
County of Arapahoe } ss

The above Affidavit and Certificate of Publication was subscribed and sworn to before me by the above named Linda Shapley, publisher of said newspaper, who is personally known to me to be the identical person in the above certificate on 7/27/2023. Linda Shapley has verified to me that she has adopted an electronic signature to function as her signature on this document.

20004025550-659781

Carla Bethke
Notary Public
My commission ends April 11, 2026

CARLA BETHKE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20004025550
MY COMMISSION EXPIRES APRIL 11, 2026

Public Notice

TOWN OF PARKER, COUNTY OF DOUGLAS,
STATE OF COLORADO

NOTICE OF PUBLIC HEARING FOR AMENDMENTS TO SERVICE PLANS OF SPECIAL DISTRICTS

IN RE THE SERVICE PLAN AMENDMENTS
FOR HESS RANCH METROPOLITAN
DISTRICT NOS. 5-8, TOWN OF PARKER,
DOUGLAS COUNTY, STATE OF COLORADO

NOTICE IS HEREBY GIVEN that, pursuant to § 32-1-204(1), C.R.S., four separate Service Plan Amendments (the "Service Plan Amendments") for Hess Ranch Metropolitan District Nos. 5-8 (collectively, the "Districts") have been filed and are available for public inspection in the office of the Town Clerk of the Town of Parker, Colorado.

A public hearing on the Service Plan Amendments will be held by the Town Council on August 21, 2023, 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.

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A description of the land contained within the boundaries of the Districts is as follows: generally located west of Crowfoot Valley Road, south of the intersection of Crowfoot Valley Road and Stroh Road, and north of the intersection of Crowfoot Valley Road and Pradera Parkway, in the Town of Parker, Douglas County, State of Colorado.

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BY ORDER OF THE TOWN CLERK OF THE
TOWN OF PARKER, STATE OF COLORADO

Legal Notice No. 945756
First Publication: July 27, 2023
Last Publication: July 27, 2023
Publisher: Douglas County News-Press

RESOLUTION NO. 23-066, Series of 2023

TITLE: A RESOLUTION TO APPROVE THE FIRST AMENDMENT TO AMENDED AND RESTATED SERVICE PLANS FOR HESS RANCH METROPOLITAN DISTRICT NO. 7

WHEREAS, on September 21, 2015, following due notice and a public hearing, the Town Council (the “Town Council”) of the Town of Parker, County of Douglas, State of Colorado (the “Town”) adopted a resolution approving a consolidated service plan for Hess Ranch Metropolitan Districts No. 1-8 (the “Original Service Plans”); and

WHEREAS, since approval of the Original Service Plans and due to changes in ownership of property within the Hess Ranch Districts and changes in development plans, Hess Ranch Metropolitan District Nos. 1-3 (“Districts 1-3”) now operate independently from Hess Ranch Metropolitan District Nos. 4-8 (“Districts 4-8”); and

WHEREAS, on August 5, 2019, following due notice and a public hearing, the Town Council adopted resolutions approving Amended and Restated Service Plans for each of the Districts 4-8 (the “Amended and Restated Service Plans”); and

WHEREAS, Hess Ranch Metropolitan Districts No. 5-8 (“Districts 5-8”) have determined that in order to complete public infrastructure with a lower borrowing cost, it is in the best interest of Districts 5-8 to organize special improvement districts and impose special assessments on property benefitted by such improvements; and

WHEREAS, the Amended and Restated Service Plans do not contemplate or authorize the creation of special improvement districts or the imposition of special assessments; and

WHEREAS, a First Amendment to Amended and Restated Service Plan (the “First Amendment”) was filed in the office of the Town Clerk of the Town of Parker by Hess Ranch Metropolitan District No. 7 (“District No. 7”); 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 First Amendment, the evidence and related exhibits, and has determined that the same meets the municipal approval criteria under the Special District Act and the Code, and therefore, has determined to adopt a resolution of approval of the First Amendment for District No. 7; and

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

WHEREAS, notice of the public hearing before the Town Council for its consideration of the First Amendment to Amended and Restated Service Plan was duly published in the *Douglas County News-Press* on July 27, 2023, in accordance with the Special Districts Act, as

evidenced by the Affidavit of Publication attached hereto as **Exhibit 2** and incorporated herein by reference; and

WHEREAS, in accordance with the Special Districts Act, notice of the hearing before the Town Council was also duly mailed by first class mail on July 25, 2023, to all property owners within the boundaries of Districts 5-8, to interested persons, defined as follows: (1) the Colorado Division of Local Government; and (2) the governing body of any municipality or special district which has levied an ad valorem tax within the next preceding tax year, and which has boundaries within a radius of three miles of the Districts' boundaries, as evidenced by the Certificate of Mailing of Notice of Hearing to Three Mile Radius Entities attached hereto as **Exhibit 3** and incorporated herein by reference; and

WHEREAS, the boundaries of the District No. 7 are wholly contained within the boundaries of the Town; and

WHEREAS, pursuant to the provisions of the Special Districts Act and the Code, the Town Council held a public hearing on the First Amendment; and

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

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

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

Section 2. The Town Council hereby determines that the requirements of the Special District Act and the Code, relating to the filing of the First Amendment for District No. 7, 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 First Amendment, and evidence at the public hearing on the First Amendment, 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 District No. 7;

(2) The existing service in the area to be served by District No. 7 continues to be inadequate for present and projected needs;

(3) District No. 7 is capable of providing economical and sufficient service to the area within its proposed boundaries;

(4) The area included in District No. 7 has, or will have, the financial ability to discharge the proposed indebtedness of District No. 7, as set forth in the First Amendment, on a reasonable basis; and

(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 District No. 7 are compatible with the facility and service standards of the Town;

(7) That the First Amendment is in substantial compliance with the Town's master plan;

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

(9) That approval of the First Amendment will be in the best interests of the area to be served;

(10) That approval of the First Amendment will be in the best interests of the residents or future residents of the area proposed to be served;

(11) That the First Amendment is in substantial compliance with Sections 10.11.010, *et seq.*, of the Code;

(12) That the approval of the First Amendment 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 No. 7;

Section 4. The Town Council hereby finds that approval of the First Amendment is in the best interests of the property to be served, the Town and District No. 7.

Section 5. That the First Amendment dated August 21, 2023 and attached hereto as Exhibit A is hereby approved in accordance with C.R.S. § 32-1-204.5(1)(c).

Section 6. That a certified copy of this Resolution be filed in the records of the and transmitted to District No. 7.

RESOLVED AND PASSED this ____ day of _____, 2023.

TOWN OF PARKER, COLORADO

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

EXHIBIT 1

**FIRST AMENDMENT
TO
AMENDED AND RESTATED SERVICE PLAN
FOR
HESS RANCH METROPOLITAN DISTRICT NO. 7**

Town of Parker, Colorado

Amended and Restated Service Plan approved by the Town of Parker on August 5, 2019

First Amendment Dated August 21, 2023

I. INTRODUCTION AND PURPOSE OF FIRST AMENDMENT

The Town of Parker approved the Amended and Restated Service Plan (the “Service Plan”) for Hess Ranch Metropolitan District No. 7 (the “District”) on August 5, 2019. This First Amendment to Amended and Restated Service Plan (“First Amendment”) is intended to be read in conjunction with the Service Plan.

Since the time the Service Plan was approved, the estimated costs of the Public Improvements needed for the Project have significantly increased. As is permitted by the Special District Act, and in particular Section 32-1-1101.7, C.R.S., the Board of Directors of the District desires to establish a special improvement district within the boundaries of the District to levy and collect assessments, and to issue bonds payable from the assessments to finance all or part of the costs of the Improvements to defray the significantly increased costs. The Service Plan, however, is silent as to whether the District is authorized, under the Service Plan, to do so.

The limited purpose of this First Amendment is to expressly authorize the District to establish a special improvement district within the boundaries of the District, to levy and collect assessments, and to issue bonds payable from the assessments to finance all or part of the costs of the Improvements, consistent with the provisions of Section 32-1-1101.7, C.R.S., as further set forth below.

II. AMENDMENT

The District’s Service Plan is hereby amended as follows:

- A. Consistent with the provisions of Section 32-1-1101.7, C.R.S., the District shall be authorized:
 - i. to establish a special improvement district within the boundaries of the District;
 - ii. to levy and collect assessments;
 - iii. to issue bonds or other obligations payable from the assessments to finance all or part of the costs of the Improvements; and
 - iv. to undertake and carry out any other activities related or necessary to the foregoing.
- B. Assessments levied by the District pursuant to Section 32-1-1101.7, C.R.S., shall not be considered property taxes or Development Fees.
- C. Assessments levied by the District pursuant to Section 32-1-1101.7, C.R.S., may be used to finance, plan, acquire, and construct the Public Improvements,

pay debt service, and for any other purpose permitted by the Special District Act.

- D. Assessments levied by the District pursuant to Section 32-1-1101.7, C.R.S., shall be due and payable at or prior to the issuance of a certificate of occupancy for any unit, structure or other appurtenance, excluding Public Improvements, on the property assessed.
- E. Any bonds or other obligations issued by the District payable solely from assessments shall be considered revenue bonds, shall not be considered Debt, and shall not be subject to or count toward the District's total debt issuance limitation set forth in the Service Plan.
- F. This First Amendment meets the requirements of Section V.A.13 of the Service Plan as to the issuance of any bonds or other obligations issued by the District payable from assessments pursuant to Section 32-1-1101.7, C.R.S., and no additional amendment to the Service Plan is needed for the District to issue such bonds or other obligations.
- G. The District may enter into one or more intergovernmental agreements with any one or more of the Districts regarding establishing special improvement district(s), levying and collecting assessments, issuing bonds or other obligations payable from the assessments, and/or financing the Improvements with such revenues and funds. Any such agreements among the Districts shall not be considered Debt and shall not be subject to or count toward the total debt issuance limitation set forth in the Service Plan.

IV. EFFECT OF FIRST AMENDMENT

All capitalized terms used but not defined in this First Amendment shall have the definitions ascribed to them in the Service Plan. Except as specifically amended as set forth above, all other provisions of the Service Plan shall remain in full force and effect. To the extent there are any inconsistencies between this First Amendment and the Service Plan, this First Amendment shall control.

V. REQUESTED APPROVAL

It is hereby requested that the Town Council of the Town of Parker, Colorado, which has jurisdiction to approve this First Amendment by virtue of Section 32-1-207(2) C.R.S., *et seq.*, as amended, adopt a resolution of approval which approves this First Amendment to the Service Plan for Hess Ranch Metropolitan District No. 7 as submitted.

EXHIBIT 2

Colorado Community Media
750 W. Hampden Ave. Suite 225
Englewood, CO 80110

Hess Ranch Metro District (sf) **
c/o Spencer Fane LLP
1700 Lincoln Street, Suite 1900
Denver CO 80203

**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 7/27/2023, and that copies of each number of said paper in which said Public Notice was published were delivered by carriers or transmitted by mail to each of the subscribers of said paper, according to their accustomed mode of business in this office.



For the Douglas County News-Press

State of Colorado }
County of Arapahoe } ss

The above Affidavit and Certificate of Publication was subscribed and sworn to before me by the above named Linda Shapley, publisher of said newspaper, who is personally known to me to be the identical person in the above certificate on 7/27/2023. Linda Shapley has verified to me that she has adopted an electronic signature to function as her signature on this document.

20004025550-659781

Carla Bethke
Notary Public
My commission ends April 11, 2026

CARLA BETHKE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20004025550
MY COMMISSION EXPIRES APRIL 11, 2026

Public Notice

**TOWN OF PARKER, COUNTY OF DOUGLAS,
STATE OF COLORADO**

**NOTICE OF PUBLIC HEARING FOR
AMENDMENTS TO SERVICE PLANS
OF SPECIAL DISTRICTS**

**IN RE THE SERVICE PLAN AMENDMENTS
FOR HESS RANCH METROPOLITAN
DISTRICT NOS. 5-8, TOWN OF PARKER,
DOUGLAS COUNTY, STATE OF COLORADO**

NOTICE IS HEREBY GIVEN that, pursuant to § 32-1-204(1), C.R.S., four separate Service Plan Amendments (the "Service Plan Amendments") for Hess Ranch Metropolitan District Nos. 5-8 (collectively, the "Districts") have been filed and are available for public inspection in the office of the Town Clerk of the Town of Parker, Colorado.

A public hearing on the Service Plan Amendments will be held by the Town Council on August 21, 2023, 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.

The Districts are existing metropolitan districts organized under the provisions of Title 32, Colorado Revised Statutes. The purpose of the Districts 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 Districts' boundaries. The Districts' Maximum Debt Mill Levy is 57 mills, their Infrastructure Capital Mill Levy is 5 mills, their Town Capital and Maintenance Mill Levy is 5 mills, and their Operations and Maintenance Mill Levy is not limited but is anticipated to be 10 mills as set forth in intergovernmental agreements between the Districts and the Town, all subject to adjustment and the limitations set forth in the Districts' Service Plans.

The general purpose of the Service Plan Amendments is to authorize the Districts to establish special improvement districts within their respective boundaries, to levy and collect assessments, and to issue bonds payable from the assessments to finance all or part of the costs of public improvements, consistent with the provisions of the Special District Act, Section 32-1-101, et seq., C.R.S., and as further set forth in the Service Plan Amendments.

A description of the land contained within the boundaries of the Districts is as follows: generally located west of Crowfoot Valley Road, south of the intersection of Crowfoot Valley Road and Stroh Road, and north of the intersection of Crowfoot Valley Road and Pradera Parkway, in the Town of Parker, Douglas County, State of Colorado.

All protests and objections to the Service Plan Amendments 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 Amendments 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.

**BY ORDER OF THE TOWN CLERK OF THE
TOWN OF PARKER, STATE OF COLORADO**

Legal Notice No. 945756
First Publication: July 27, 2023
Last Publication: July 27, 2023
Publisher: Douglas County News-Press

EXHIBIT 3

STATE OF COLORADO, COUNTY OF DOUGLAS

CERTIFICATE OF MAILING AND PUBLICATION OF NOTICE OF PUBLIC HEARING

IN RE THE AMENDMENTS TO SERVICE PLAN FOR HESS RANCH METROPOLITAN
DISTRICT NOS. 5-8

The undersigned does hereby certify that the NOTICE OF PUBLIC HEARING regarding the AMENDMENTS TO SERVICE PLAN for **HESS RANCH METROPOLITAN DISTRICT NOS. 5-8**, as shown in **Exhibit A** attached hereto and incorporated herein by this reference, was mailed by first-class mail on July 25, 2023, to the owners of record of all property within the boundaries of the Districts and all taxing entities within a 3-mile radius of the Districts, 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 Notice of Public Hearing was also published in the *Douglas County News Press* on July 27, 2023, as evidenced by the Affidavit of Publication attached hereto as **Exhibit C** and incorporated herein by this reference.

The mailing and publication of the Notice of Public Hearing has been pursuant to Section 32-1-204.5, C.R.S.

Stephanie Net, Paralegal
Spencer Fane LLP
1700 Lincoln Street, Suite 2000
Denver, Colorado 80203

STATE OF COLORADO)
CITY AND COUNTY OF DENVER)

Subscribed and sworn to before me this 3rd day of August, 2023, by Stephanie Net, Paralegal.

Witness my hand and official seal.

My commission expires: 9/28/2026

(SEAL)

Kathryn Dater
Notary Public

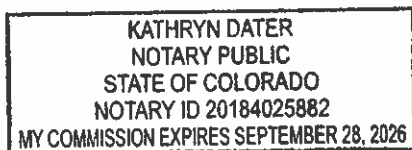


EXHIBIT A

TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

NOTICE OF PUBLIC HEARING FOR AMENDMENTS TO SERVICE PLANS OF SPECIAL DISTRICTS

IN RE THE SERVICE PLAN AMENDMENTS FOR HESS RANCH METROPOLITAN DISTRICT NOS. 5-8, TOWN OF PARKER, DOUGLAS COUNTY, STATE OF COLORADO

NOTICE IS HEREBY GIVEN that, pursuant to § 32-1-204(1), C.R.S., four separate Service Plan Amendments (the "Service Plan Amendments") for Hess Ranch Metropolitan District Nos. 5-8 (collectively, the "Districts") have been filed and are available for public inspection in the office of the Town Clerk of the Town of Parker, Colorado.

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BY ORDER OF THE TOWN CLERK OF THE TOWN OF
PARKER, STATE OF COLORADO

EXHIBIT B

**Property Owners within the Boundaries of the District
& Taxing Entities within a 3-Mile Radius of the District**

VPDF LG LLC
901 Marquette Ave., Ste. 3300
Minneapolis, MN 55402-3248

Douglas County Government
Martha Marshall
Douglas County Finance
100 Third St
Castle Rock, CO 80104

Douglas County Law Enforcement
Martha Marshall
Douglas County Finance
100 Third St
Castle Rock, CO 80104

Douglas County Re-1 School District
Colleen Doan
701 Prairie Hawk Dr
Castle Rock, CO 80109

Douglas County Schools - Cap Reserve
Colleen Doan
701 Prairie Hawk Dr
Castle Rock, CO 80109

Douglas County Schools - Insurance Reserve
Colleen Doan
701 Prairie Hawk Dr
Castle Rock, CO 80109

Douglas County Schools - Debt Service
Colleen Doan
701 Prairie Hawk Dr
Castle Rock, CO 80109

Town of Castle Rock
Jennifer Tanaka
White, Bear, Ankele, Tanaka & Waldron
2154 E Commons Ave Ste 2000
Centennial, CO 80122

Town of Parker
Mary Lou Brown
20120 E Mainstreet
Parker, CO 80138

City of Lone Tree
Jay Robb
9220 Kimmer Dr Ste 100
Lone Tree, CO 80124

City of Castle Pines
Attn: Don VanWormer
360 Village Square Ln Suite B
Castle Pines, CO 80108

Urban Drainage & Flood Control District
Paul A Hindman
2480 W 26th Ave Ste 156-B
Denver, CO 80211

Franktown Fire Protection District
David Woodrick
1959 N Hwy 83
Franktown, CO 80116

Regional Transportation District
Jannette Scarpino
1600 Blake St
Denver, CO 80202

Denver SE Suburban Water & Sanitation District
Heather W Beasley
5242 Old Schoolhouse Rd
Parker, CO 80134

Cedar Hill Cemetery Association
Neil Adams
880 E Wolfensberger Rd
Castle Rock, CO 80104

South Metro Fire Rescue Fire Protection District
Bob Baker
9195 E Mineral Ave
Centennial, CO 80112

Silver Heights Water & Sanitation District
Richard Rasmussen
1027 Harvey St
Castle Rock, CO 80108

Parker Water & Sanitation District
Ron Redd
18100 E Woodman Dr
Parker, CO 80134

Castle Rock Fire Protection District
Tom George
Spencer Fane LLP
1700 Lincoln St Ste 2000
Denver, CO 80203-4554

South Suburban Park & Recreation District
Rob Hanna
South Suburban Administration
4810 E County Line Rd
Littleton, CO 80126

Stonegate Village Metro District
Sarah Sjobakken
10252 Stonegate Pkwy
Parker, CO 80134

Castle Pines North Metro District
Kim J Seter
Seter & Vander Wall PC
7400 E Orchard Rd Ste 3300
Greenwood Village, CO 80111

Villages at Castle Rock Metro District 6
Ann E Finn
Special District Management Services Inc
141 Union Blvd Ste 150
Lakewood, CO 80228-1898

Douglas County Soil Conservation District
Pam Brewster
PO Box 688
Franktown, CO 80116

Cherry Creek South Metro District 1
Jessica Moser
Professional Community Mgmt Services
7208 S Tuscan Way Ste 125
Centennial, CO 80112

Anthology West Metro District 2
Kristen D Bear
White Bear Ankele Tanaka & Waldron
2154 E Commons Ave Ste 2000
Centennial, CO 80122

MaheR Ranch Metro District 4
K Sean Allen
White, Bear, Ankele, Tanaka & Waldron
2154 E Commons Ave Ste 2000
Centennial, CO 80122

High Prairie Farms Metro District
Susan L Elkins
8390 E Crescent Pkwy Ste 300
Greenwood Village, CO 80111

Cherry Creek Basin Water Quality Authority
Chuck Reid
PO Box 3166
Centennial, CO 80161

Douglas Public Library District
Bob Pasicznyuk
100 S Wilcox St
Castle Rock, CO 80104

Urban Drainage & Flood South Platte
David W Lloyd
2480 W 26th Ave Ste 156-B
Denver, CO 80211

Pinery West Metro District 2
Pete Klymkow
White, Bear, Ankele, Tanaka & Waldron
2154 E Commons Ave Ste 2000
Centennial, CO 80122

Rampart Range Metro District 4-6
Denise Denslow
CliftonLarsonAllen LLP
8390 E Crescent Pkwy Ste 300
Greenwood Village, CO 80111

Canyons Metro District 1-6, 8-11
Clint C Waldron
White, Bear, Ankele, Tanaka & Waldron
2154 E Commons Ave Ste 2000
Centennial, CO 80122

Crowfoot Valley Ranch Metro District 2
Ann E Finn
Special District Management Services Inc
141 Union Blvd Ste 150
Lakewood, CO 80228-1898

Antelope Heights Metro District
Matthew Urkoski
CliftonLarsonAllen LLP
8390 E Crescent Pkwy Ste 300
Greenwood Village, CO 80111

Horse Creek Metro District
Judy Leyshon
Special District Management Services Inc
141 Union Blvd Ste 150
Lakewood, CO 80228-1898

Meridian Village Metro District 2
Eric Hecox
8351 E Bellevue Ave
Denver, CO 80237

Pine Bluffs Metro District
Thomas Whyte
Koelbel and Company
5291 E Yale Ave
Denver, CO 80222

Reata North Metro District
David Greher
Collins Cockrel & Cole PC
390 Union Blvd Ste 400
Denver, CO 80228

Olde Town Metro District
Bob Blodgett
Community Resource Services of CO LLC
7995 E Prentice Ave Ste 103E
Greenwood Village, CO 80111

Neu Towne Metro District
Janet Van Dorn
Simmons & Wheeler PC
304 Inverness Way S Ste 400
Englewood, CO 80112

Anthology West Metro District 3
Kristen D Bear
White Bear Ankele Tanaka & Waldron
2154 E Commons Ave Ste 2000
Centennial, CO 80122

Cherry Creek South Metro District 4-11
Kristin B Tompkins
White Bear Ankele Tanaka & Waldron
2154 E Commons Ave Ste 2000
Centennial, CO 80112

Rampart Range Metro District 9
Megan M Becher
McGeady Becher PC
450 E 17th Ave Ste 400
Denver, CO 80203

Reata South Metro District
Paul R Cockrel
Collins Cockrel & Cole PC
390 Union Blvd Ste 400
Lakewood, CO 80228

Sierra Ridge Metro District 2
Russell Dykstra
Spencer Fane LLP
1700 Lincoln St Ste 2000
Denver, CO 80203-4554

Pinery Commercial Metro District 1-2
Blair M Dickhoner
White, Bear, Ankele, Tanaka & Waldron
2154 E Commons Ave Ste 2000
Centennial, CO 80122

Horseshoe Ridge Metro District 1-3
David S O'Leary
Spencer Fane LLP
1700 Lincoln St Ste 2000
Denver, CO 80203-4554

Jordan Crossing Metro District
Ann E Finn
Special District Management Services Inc
141 Union Blvd Ste 150
Lakewood, CO 80228-1898

Regency Metro District
Ann E Finn
Special District Management Services Inc
141 Union Blvd Ste 150
Lakewood, CO 80228-1898

Parker Central Area URP
Mary Lou Brown
20120 E Mainstreet
Parker, CO 80138

Robinson Ranch Metro District
Bob Blodgett
Community Resource Services of CO LLC
7995 E Prentice Ave Ste 103E
Greenwood Village, CO 80111

Canyons Metro District 7
Kristen D Bear
White, Bear, Ankele, Tanaka & Waldron
2154 E Commons Ave Ste 2000
Centennial, CO 80122

Parker Homestead Metro District
Ann Finn
Special District Management Services Inc
141 Union Blvd Ste 150
Lakewood, CO 80228-1898

North Pine Vistas Metro District 1-3
Russell Dykstra
Spencer Fane LLP
1700 Lincoln St Ste 2000
Denver, CO 80203-4554

Castle Pines Town Center Metro District 1-3
Denise Denslow
CliftonLarsonAllen LLP
8390 E Crescent Pkwy Ste 300
Greenwood Village, CO 80111

Village on the Green Metro District 1
David S O'Leary
Spencer Fane LLP
1700 Lincoln St Ste 2000
Denver, CO 80203-4554

Carousel Farms Metro District
Lisa Johnson
CliftonLarsonAllen LLP
8390 E Crescent Pkwy Ste 300
Greenwood Village, CO 80111

Salisbury Heights Metro District
Lisa Johnson
CliftonLarsonAllen LLP
8390 E Crescent Pkwy Ste 300
Greenwood Village, CO 80111

Stone Creek Metro District
Peggy Ripko
Special District Management Services Inc
141 Union Blvd Ste 150
Lakewood, CO 80228-1898

Overlook Metro District
Paula J Williams
McGeady Becher PC
450 E 17th Ave Ste 400
Denver, CO 80203

Trails at Crowfoot Metro District 1-3
Kristin B Tompkins
White, Bear, Ankele, Tanaka & Waldron
2154 E Commons Ave Ste 2000
Centennial, CO 80122

Hess Ranch Metro District 4-8
Thomas N George
Spencer Fane LLP
1700 Lincoln St Ste 2000
Denver, CO 80203

Cielo Metro District
Clint C Waldron
White Bear Ankele Tanaka & Waldron
2154 E Commons Ave Ste 2000
Centennial, CO 80112

Reata Ridge Village Metro District 1-2
Clint C Waldron
White, Bear, Ankele, Tanaka & Waldron
2154 E Commons Ave Ste 2000
Centennial, CO 80122

Anthology West Metro District 4-6
Kristen D Bear
White Bear Ankele Tanaka & Waldron
2154 E Commons Ave Ste 2000
Centennial, CO 80122

Anthology West Metro District 2 Debt Service
Kristen D Bear
White Bear Ankele Tanaka & Waldron
2154 E Commons Ave Ste 2000
Centennial, CO 80122

Meridian Village Metro District 1 Debt Service
Eric Hecox
8351 E Bellevue Ave
Denver, CO 80237

Meadowlark Metro District
Peggy Ripko
Special District Management Services Inc
141 Union Blvd Ste 150
Lakewood, CO 80228

Rampart Range Metro District 1 Debt Service
Denise Denslow
CliftonLarsonAllen LLP
8390 E Crescent Pkwy Ste 300
Greenwood Village, CO 80111

Cherry Creek South Metro District 11 Debt Service
Kristin B Tompkins
White Bear Ankele Tanaka & Waldron
2154 E Commons Ave Ste 2000
Centennial, CO 80112

Canyons Metro District 3 Debt Service
Clint C Waldron
White, Bear, Ankele, Tanaka & Waldron
2154 E Commons Ave Ste 2000
Centennial, CO 80122

Anthology West Metro District 4 Debt Service
Kristen D Bear
White Bear Ankele Tanaka & Waldron
2154 E Commons Ave Ste 2000
Centennial, CO 80122

Anthology West Metro District 6 Debt Service
Kristen D Bear
White Bear Ankele Tanaka & Waldron
2154 E Commons Ave Ste 2000
Centennial, CO 80122

Newlin Crossing Metro District
Clint C Waldron
White, Bear, Ankele, Tanaka & Waldron
2154 E Commons Ave Ste 2000
Centennial, CO 80104

EXHIBIT C
Affidavit of Publication

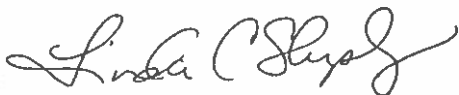
Colorado Community Media
750 W. Hampden Ave. Suite 225
Englewood, CO 80110

Hess Ranch Metro District (sf) **
c/o Spencer Fane LLP
1700 Lincoln Street, Suite 1900
Denver CO 80203

AFFIDAVIT OF PUBLICATION

State of Colorado }
County of Douglas } ss

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For the Douglas County News-Press

State of Colorado }
County of Arapahoe } ss

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20004025550-659781

Carla Bethke
Notary Public
My commission ends April 11, 2026

CARLA BETHKE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20004025550
MY COMMISSION EXPIRES APRIL 11, 2026

Public Notice

TOWN OF PARKER, COUNTY OF DOUGLAS,
STATE OF COLORADO

NOTICE OF PUBLIC HEARING FOR AMENDMENTS TO SERVICE PLANS OF SPECIAL DISTRICTS

IN RE THE SERVICE PLAN AMENDMENTS
FOR HESS RANCH METROPOLITAN
DISTRICT NOS. 5-8, TOWN OF PARKER,
DOUGLAS COUNTY, STATE OF COLORADO

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BY ORDER OF THE TOWN CLERK OF THE
TOWN OF PARKER, STATE OF COLORADO

Legal Notice No. 945756
First Publication: July 27, 2023
Last Publication: July 27, 2023
Publisher: Douglas County News-Press

RESOLUTION NO. 23-067, Series of 2023

TITLE: A RESOLUTION TO APPROVE THE FIRST AMENDMENT TO AMENDED AND RESTATED SERVICE PLANS FOR HESS RANCH METROPOLITAN DISTRICT NO. 8

WHEREAS, on September 21, 2015, following due notice and a public hearing, the Town Council (the “Town Council”) of the Town of Parker, County of Douglas, State of Colorado (the “Town”) adopted a resolution approving a consolidated service plan for Hess Ranch Metropolitan Districts No. 1-8 (the “Original Service Plans”); and

WHEREAS, since approval of the Original Service Plans and due to changes in ownership of property within the Hess Ranch Districts and changes in development plans, Hess Ranch Metropolitan District Nos. 1-3 (“Districts 1-3”) now operate independently from Hess Ranch Metropolitan District Nos. 4-8 (“Districts 4-8”); and

WHEREAS, on August 5, 2019, following due notice and a public hearing, the Town Council adopted resolutions approving Amended and Restated Service Plans for each of the Districts 4-8 (the “Amended and Restated Service Plans”); and

WHEREAS, Hess Ranch Metropolitan Districts No. 5-8 (“Districts 5-8”) have determined that in order to complete public infrastructure with a lower borrowing cost, it is in the best interest of Districts 5-8 to organize special improvement districts and impose special assessments on property benefitted by such improvements; and

WHEREAS, the Amended and Restated Service Plans do not contemplate or authorize the creation of special improvement districts or the imposition of special assessments; and

WHEREAS, a First Amendment to Amended and Restated Service Plan (the “First Amendment”) was filed in the office of the Town Clerk of the Town of Parker by Hess Ranch Metropolitan District No. 8 (“District No. 8”); 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 First Amendment, the evidence and related exhibits, and has determined that the same meets the municipal approval criteria under the Special District Act and the Code, and therefore, has determined to adopt a resolution of approval of the First Amendment for District No. 8; and

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

WHEREAS, notice of the public hearing before the Town Council for its consideration of the First Amendment to Amended and Restated Service Plan was duly published in the *Douglas County News-Press* on July 27, 2023, in accordance with the Special Districts Act, as

evidenced by the Affidavit of Publication attached hereto as **Exhibit 2** and incorporated herein by reference; and

WHEREAS, in accordance with the Special Districts Act, notice of the hearing before the Town Council was also duly mailed by first class mail on July 25, 2023, to all property owners within the boundaries of Districts 5-8, to interested persons, defined as follows: (1) the Colorado Division of Local Government; and (2) the governing body of any municipality or special district which has levied an ad valorem tax within the next preceding tax year, and which has boundaries within a radius of three miles of the Districts' boundaries, as evidenced by the Certificate of Mailing of Notice of Hearing to Three Mile Radius Entities attached hereto as **Exhibit 3** and incorporated herein by reference; and

WHEREAS, the boundaries of the District No. 8 are wholly contained within the boundaries of the Town; and

WHEREAS, pursuant to the provisions of the Special Districts Act and the Code, the Town Council held a public hearing on the First Amendment; and

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

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

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

Section 2. The Town Council hereby determines that the requirements of the Special District Act and the Code, relating to the filing of the First Amendment for District No. 8, 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 First Amendment, and evidence at the public hearing on the First Amendment, 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 District No. 8;

(2) The existing service in the area to be served by District No. 8 continues to be inadequate for present and projected needs;

(3) District No. 8 is capable of providing economical and sufficient service to the area within its proposed boundaries;

(4) The area included in District No. 8 has, or will have, the financial ability to discharge the proposed indebtedness of District No. 8, as set forth in the First Amendment, on a reasonable basis; and

(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 District No. 8 are compatible with the facility and service standards of the Town;

(7) That the First Amendment is in substantial compliance with the Town's master plan;

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

(9) That approval of the First Amendment will be in the best interests of the area to be served;

(10) That approval of the First Amendment will be in the best interests of the residents or future residents of the area proposed to be served;

(11) That the First Amendment is in substantial compliance with Sections 10.11.010, *et seq.*, of the Code;

(12) That the approval of the First Amendment 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 No. 8;

Section 4. The Town Council hereby finds that approval of the First Amendment is in the best interests of the property to be served, the Town and District No. 8.

Section 5. That the First Amendment dated August 21, 2023 and attached hereto as Exhibit A is hereby approved in accordance with C.R.S. § 32-1-204.5(1)(c).

Section 6. That a certified copy of this Resolution be filed in the records of the and transmitted to District No. 8.

RESOLVED AND PASSED this _____ day of _____, 2023.

TOWN OF PARKER, COLORADO

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

EXHIBIT 1

**FIRST AMENDMENT
TO
AMENDED AND RESTATED SERVICE PLAN
FOR
HESS RANCH METROPOLITAN DISTRICT NO. 8**

Town of Parker, Colorado

Amended and Restated Service Plan approved by the Town of Parker on August 5, 2019

First Amendment Dated August 21, 2023

I. INTRODUCTION AND PURPOSE OF FIRST AMENDMENT

The Town of Parker approved the Amended and Restated Service Plan (the “Service Plan”) for Hess Ranch Metropolitan District No. 8 (the “District”) on August 5, 2019. This First Amendment to Amended and Restated Service Plan (“First Amendment”) is intended to be read in conjunction with the Service Plan.

Since the time the Service Plan was approved, the estimated costs of the Public Improvements needed for the Project have significantly increased. As is permitted by the Special District Act, and in particular Section 32-1-1101.7, C.R.S., the Board of Directors of the District desires to establish a special improvement district within the boundaries of the District to levy and collect assessments, and to issue bonds payable from the assessments to finance all or part of the costs of the Improvements to defray the significantly increased costs. The Service Plan, however, is silent as to whether the District is authorized, under the Service Plan, to do so.

The limited purpose of this First Amendment is to expressly authorize the District to establish a special improvement district within the boundaries of the District, to levy and collect assessments, and to issue bonds payable from the assessments to finance all or part of the costs of the Improvements, consistent with the provisions of Section 32-1-1101.7, C.R.S., as further set forth below.

II. AMENDMENT

The District’s Service Plan is hereby amended as follows:

- A. Consistent with the provisions of Section 32-1-1101.7, C.R.S., the District shall be authorized:
 - i. to establish a special improvement district within the boundaries of the District;
 - ii. to levy and collect assessments;
 - iii. to issue bonds or other obligations payable from the assessments to finance all or part of the costs of the Improvements; and
 - iv. to undertake and carry out any other activities related or necessary to the foregoing.
- B. Assessments levied by the District pursuant to Section 32-1-1101.7, C.R.S., shall not be considered property taxes or Development Fees.
- C. Assessments levied by the District pursuant to Section 32-1-1101.7, C.R.S., may be used to finance, plan, acquire, and construct the Public Improvements,

pay debt service, and for any other purpose permitted by the Special District Act.

- D. Assessments levied by the District pursuant to Section 32-1-1101.7, C.R.S., shall be due and payable at or prior to the issuance of a certificate of occupancy for any unit, structure or other appurtenance, excluding Public Improvements, on the property assessed.
- E. Any bonds or other obligations issued by the District payable solely from assessments shall be considered revenue bonds, shall not be considered Debt, and shall not be subject to or count toward the District's total debt issuance limitation set forth in the Service Plan.
- F. This First Amendment meets the requirements of Section V.A.13 of the Service Plan as to the issuance of any bonds or other obligations issued by the District payable from assessments pursuant to Section 32-1-1101.7, C.R.S., and no additional amendment to the Service Plan is needed for the District to issue such bonds or other obligations.
- G. The District may enter into one or more intergovernmental agreements with any one or more of the Districts regarding establishing special improvement district(s), levying and collecting assessments, issuing bonds or other obligations payable from the assessments, and/or financing the Improvements with such revenues and funds. Any such agreements among the Districts shall not be considered Debt and shall not be subject to or count toward the total debt issuance limitation set forth in the Service Plan.

IV. EFFECT OF FIRST AMENDMENT

All capitalized terms used but not defined in this First Amendment shall have the definitions ascribed to them in the Service Plan. Except as specifically amended as set forth above, all other provisions of the Service Plan shall remain in full force and effect. To the extent there are any inconsistencies between this First Amendment and the Service Plan, this First Amendment shall control.

V. REQUESTED APPROVAL

It is hereby requested that the Town Council of the Town of Parker, Colorado, which has jurisdiction to approve this First Amendment by virtue of Section 32-1-207(2) C.R.S., *et seq.*, as amended, adopt a resolution of approval which approves this First Amendment to the Service Plan for Hess Ranch Metropolitan District No. 8 as submitted.

EXHIBIT 2

Colorado Community Media
750 W. Hampden Ave. Suite 225
Englewood, CO 80110

Hess Ranch Metro District (sf) **
c/o Spencer Fane LLP
1700 Lincoln Street, Suite 1900
Denver CO 80203

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 7/27/2023, and that copies of each number of said paper in which said Public Notice was published were delivered by carriers or transmitted by mail to each of the subscribers of said paper, according to their accustomed mode of business in this office.



For the Douglas County News-Press

State of Colorado }
County of Arapahoe } ss

The above Affidavit and Certificate of Publication was subscribed and sworn to before me by the above named Linda Shapley, publisher of said newspaper, who is personally known to me to be the identical person in the above certificate on 7/27/2023. Linda Shapley has verified to me that she has adopted an electronic signature to function as her signature on this document.

20004025550-659781

Carla Bethke
Notary Public
My commission ends April 11, 2026

CARLA BETHKE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20004025550
MY COMMISSION EXPIRES APRIL 11, 2026

Public Notice

TOWN OF PARKER, COUNTY OF DOUGLAS,
STATE OF COLORADO

NOTICE OF PUBLIC HEARING FOR AMENDMENTS TO SERVICE PLANS OF SPECIAL DISTRICTS

IN RE THE SERVICE PLAN AMENDMENTS
FOR HESS RANCH METROPOLITAN
DISTRICT NOS. 5-8, TOWN OF PARKER,
DOUGLAS COUNTY, STATE OF COLORADO

NOTICE IS HEREBY GIVEN that, pursuant to § 32-1-204(1), C.R.S., four separate Service Plan Amendments (the "Service Plan Amendments") for Hess Ranch Metropolitan District Nos. 5-8 (collectively, the "Districts") have been filed and are available for public inspection in the office of the Town Clerk of the Town of Parker, Colorado.

A public hearing on the Service Plan Amendments will be held by the Town Council on August 21, 2023, 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.

The Districts are existing metropolitan districts organized under the provisions of Title 32, Colorado Revised Statutes. The purpose of the Districts 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 Districts' boundaries. The Districts' Maximum Debt Mill Levy is 57 mills, their Infrastructure Capital Mill Levy is 5 mills, their Town Capital and Maintenance Mill Levy is 5 mills, and their Operations and Maintenance Mill Levy is not limited but is anticipated to be 10 mills as set forth in intergovernmental agreements between the Districts and the Town, all subject to adjustment and the limitations set forth in the Districts' Service Plans.

The general purpose of the Service Plan Amendments is to authorize the Districts to establish special improvement districts within their respective boundaries, to levy and collect assessments, and to issue bonds payable from the assessments to finance all or part of the costs of public improvements, consistent with the provisions of the Special District Act, Section 32-1-101, et seq., C.R.S., and as further set forth in the Service Plan Amendments.

A description of the land contained within the boundaries of the Districts is as follows: generally located west of Crowfoot Valley Road, south of the intersection of Crowfoot Valley Road and Stroh Road, and north of the intersection of Crowfoot Valley Road and Pradera Parkway, in the Town of Parker, Douglas County, State of Colorado.

All protests and objections to the Service Plan Amendments 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 Amendments 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.

BY ORDER OF THE TOWN CLERK OF THE
TOWN OF PARKER, STATE OF COLORADO

Legal Notice No. 945756
First Publication: July 27, 2023
Last Publication: July 27, 2023
Publisher: Douglas County News-Press

EXHIBIT 3

STATE OF COLORADO, COUNTY OF DOUGLAS

CERTIFICATE OF MAILING AND PUBLICATION OF NOTICE OF PUBLIC HEARING

IN RE THE AMENDMENTS TO SERVICE PLAN FOR HESS RANCH METROPOLITAN
DISTRICT NOS. 5-8

The undersigned does hereby certify that the NOTICE OF PUBLIC HEARING regarding the AMENDMENTS TO SERVICE PLAN for **HESS RANCH METROPOLITAN DISTRICT NOS. 5-8**, as shown in **Exhibit A** attached hereto and incorporated herein by this reference, was mailed by first-class mail on July 25, 2023, to the owners of record of all property within the boundaries of the Districts and all taxing entities within a 3-mile radius of the Districts, 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 Notice of Public Hearing was also published in the *Douglas County News Press* on July 27, 2023, as evidenced by the Affidavit of Publication attached hereto as **Exhibit C** and incorporated herein by this reference.

The mailing and publication of the Notice of Public Hearing has been pursuant to Section 32-1-204.5, C.R.S.

Stephanie Net, Paralegal
Spencer Fane LLP
1700 Lincoln Street, Suite 2000
Denver, Colorado 80203

STATE OF COLORADO)
CITY AND COUNTY OF DENVER)

Subscribed and sworn to before me this 3rd day of August, 2023, by Stephanie Net, Paralegal.

Witness my hand and official seal.

My commission expires: 9/28/2026

(SEAL)

Kathryn Dater
Notary Public

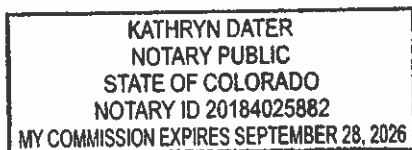


EXHIBIT A

TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

NOTICE OF PUBLIC HEARING FOR AMENDMENTS TO SERVICE PLANS OF SPECIAL DISTRICTS

IN RE THE SERVICE PLAN AMENDMENTS FOR HESS RANCH METROPOLITAN DISTRICT NOS. 5-8, TOWN OF PARKER, DOUGLAS COUNTY, STATE OF COLORADO

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BY ORDER OF THE TOWN CLERK OF THE TOWN OF
PARKER, STATE OF COLORADO

EXHIBIT B

**Property Owners within the Boundaries of the District
& Taxing Entities within a 3-Mile Radius of the District**

VPDF LG LLC
901 Marquette Ave., Ste. 3300
Minneapolis, MN 55402-3248

Douglas County Government
Martha Marshall
Douglas County Finance
100 Third St
Castle Rock, CO 80104

Douglas County Law Enforcement
Martha Marshall
Douglas County Finance
100 Third St
Castle Rock, CO 80104

Douglas County Re-1 School District
Colleen Doan
701 Prairie Hawk Dr
Castle Rock, CO 80109

Douglas County Schools - Cap Reserve
Colleen Doan
701 Prairie Hawk Dr
Castle Rock, CO 80109

Douglas County Schools - Insurance Reserve
Colleen Doan
701 Prairie Hawk Dr
Castle Rock, CO 80109

Douglas County Schools - Debt Service
Colleen Doan
701 Prairie Hawk Dr
Castle Rock, CO 80109

Town of Castle Rock
Jennifer Tanaka
White, Bear, Ankele, Tanaka & Waldron
2154 E Commons Ave Ste 2000
Centennial, CO 80122

Town of Parker
Mary Lou Brown
20120 E Mainstreet
Parker, CO 80138

City of Lone Tree
Jay Robb
9220 Kimmer Dr Ste 100
Lone Tree, CO 80124

City of Castle Pines
Attn: Don VanWormer
360 Village Square Ln Suite B
Castle Pines, CO 80108

Urban Drainage & Flood Control District
Paul A Hindman
2480 W 26th Ave Ste 156-B
Denver, CO 80211

Franktown Fire Protection District
David Woodrick
1959 N Hwy 83
Franktown, CO 80116

Regional Transportation District
Jannette Scarpino
1600 Blake St
Denver, CO 80202

Denver SE Suburban Water & Sanitation District
Heather W Beasley
5242 Old Schoolhouse Rd
Parker, CO 80134

Cedar Hill Cemetery Association
Neil Adams
880 E Wolfensberger Rd
Castle Rock, CO 80104

South Metro Fire Rescue Fire Protection District
Bob Baker
9195 E Mineral Ave
Centennial, CO 80112

Silver Heights Water & Sanitation District
Richard Rasmussen
1027 Harvey St
Castle Rock, CO 80108

Parker Water & Sanitation District
Ron Redd
18100 E Woodman Dr
Parker, CO 80134

Castle Rock Fire Protection District
Tom George
Spencer Fane LLP
1700 Lincoln St Ste 2000
Denver, CO 80203-4554

South Suburban Park & Recreation District
Rob Hanna
South Suburban Administration
4810 E County Line Rd
Littleton, CO 80126

Stonegate Village Metro District
Sarah Sjobakken
10252 Stonegate Pkwy
Parker, CO 80134

Castle Pines North Metro District
Kim J Seter
Seter & Vander Wall PC
7400 E Orchard Rd Ste 3300
Greenwood Village, CO 80111

Villages at Castle Rock Metro District 6
Ann E Finn
Special District Management Services Inc
141 Union Blvd Ste 150
Lakewood, CO 80228-1898

Douglas County Soil Conservation District
Pam Brewster
PO Box 688
Franktown, CO 80116

Cherry Creek South Metro District 1
Jessica Moser
Professional Community Mgmt Services
7208 S Tuscan Way Ste 125
Centennial, CO 80112

Anthology West Metro District 2
Kristen D Bear
White Bear Ankele Tanaka & Waldron
2154 E Commons Ave Ste 2000
Centennial, CO 80122

MaheR Ranch Metro District 4
K Sean Allen
White, Bear, Ankele, Tanaka & Waldron
2154 E Commons Ave Ste 2000
Centennial, CO 80122

High Prairie Farms Metro District
Susan L Elkins
8390 E Crescent Pkwy Ste 300
Greenwood Village, CO 80111

Cherry Creek Basin Water Quality Authority
Chuck Reid
PO Box 3166
Centennial, CO 80161

Douglas Public Library District
Bob Pasicznyuk
100 S Wilcox St
Castle Rock, CO 80104

Urban Drainage & Flood South Platte
David W Lloyd
2480 W 26th Ave Ste 156-B
Denver, CO 80211

Pinery West Metro District 2
Pete Klymkow
White, Bear, Ankele, Tanaka & Waldron
2154 E Commons Ave Ste 2000
Centennial, CO 80122

Rampart Range Metro District 4-6
Denise Denslow
CliftonLarsonAllen LLP
8390 E Crescent Pkwy Ste 300
Greenwood Village, CO 80111

Canyons Metro District 1-6, 8-11
Clint C Waldron
White, Bear, Ankele, Tanaka & Waldron
2154 E Commons Ave Ste 2000
Centennial, CO 80122

Crowfoot Valley Ranch Metro District 2
Ann E Finn
Special District Management Services Inc
141 Union Blvd Ste 150
Lakewood, CO 80228-1898

Antelope Heights Metro District
Matthew Urkoski
CliftonLarsonAllen LLP
8390 E Crescent Pkwy Ste 300
Greenwood Village, CO 80111

Horse Creek Metro District
Judy Leyshon
Special District Management Services Inc
141 Union Blvd Ste 150
Lakewood, CO 80228-1898

Meridian Village Metro District 2
Eric Hecox
8351 E Bellevue Ave
Denver, CO 80237

Pine Bluffs Metro District
Thomas Whyte
Koelbel and Company
5291 E Yale Ave
Denver, CO 80222

Reata North Metro District
David Greher
Collins Cockrel & Cole PC
390 Union Blvd Ste 400
Denver, CO 80228

Olde Town Metro District
Bob Blodgett
Community Resource Services of CO LLC
7995 E Prentice Ave Ste 103E
Greenwood Village, CO 80111

Neu Towne Metro District
Janet Van Dorn
Simmons & Wheeler PC
304 Inverness Way S Ste 400
Englewood, CO 80112

Anthology West Metro District 3
Kristen D Bear
White Bear Ankele Tanaka & Waldron
2154 E Commons Ave Ste 2000
Centennial, CO 80122

Cherry Creek South Metro District 4-11
Kristin B Tompkins
White Bear Ankele Tanaka & Waldron
2154 E Commons Ave Ste 2000
Centennial, CO 80112

Rampart Range Metro District 9
Megan M Becher
McGeady Becher PC
450 E 17th Ave Ste 400
Denver, CO 80203

Reata South Metro District
Paul R Cockrel
Collins Cockrel & Cole PC
390 Union Blvd Ste 400
Lakewood, CO 80228

Sierra Ridge Metro District 2
Russell Dykstra
Spencer Fane LLP
1700 Lincoln St Ste 2000
Denver, CO 80203-4554

Pinery Commercial Metro District 1-2
Blair M Dickhoner
White, Bear, Ankele, Tanaka & Waldron
2154 E Commons Ave Ste 2000
Centennial, CO 80122

Horseshoe Ridge Metro District 1-3
David S O'Leary
Spencer Fane LLP
1700 Lincoln St Ste 2000
Denver, CO 80203-4554

Jordan Crossing Metro District
Ann E Finn
Special District Management Services Inc
141 Union Blvd Ste 150
Lakewood, CO 80228-1898

Regency Metro District
Ann E Finn
Special District Management Services Inc
141 Union Blvd Ste 150
Lakewood, CO 80228-1898

Parker Central Area URP
Mary Lou Brown
20120 E Mainstreet
Parker, CO 80138

Robinson Ranch Metro District
Bob Blodgett
Community Resource Services of CO LLC
7995 E Prentice Ave Ste 103E
Greenwood Village, CO 80111

Canyons Metro District 7
Kristen D Bear
White, Bear, Ankele, Tanaka & Waldron
2154 E Commons Ave Ste 2000
Centennial, CO 80122

Parker Homestead Metro District
Ann Finn
Special District Management Services Inc
141 Union Blvd Ste 150
Lakewood, CO 80228-1898

North Pine Vistas Metro District 1-3
Russell Dykstra
Spencer Fane LLP
1700 Lincoln St Ste 2000
Denver, CO 80203-4554

Castle Pines Town Center Metro District 1-3
Denise Denslow
CliftonLarsonAllen LLP
8390 E Crescent Pkwy Ste 300
Greenwood Village, CO 80111

Village on the Green Metro District 1
David S O'Leary
Spencer Fane LLP
1700 Lincoln St Ste 2000
Denver, CO 80203-4554

Carousel Farms Metro District
Lisa Johnson
CliftonLarsonAllen LLP
8390 E Crescent Pkwy Ste 300
Greenwood Village, CO 80111

Salisbury Heights Metro District
Lisa Johnson
CliftonLarsonAllen LLP
8390 E Crescent Pkwy Ste 300
Greenwood Village, CO 80111

Stone Creek Metro District
Peggy Ripko
Special District Management Services Inc
141 Union Blvd Ste 150
Lakewood, CO 80228-1898

Overlook Metro District
Paula J Williams
McGeady Becher PC
450 E 17th Ave Ste 400
Denver, CO 80203

Trails at Crowfoot Metro District 1-3
Kristin B Tompkins
White, Bear, Ankele, Tanaka & Waldron
2154 E Commons Ave Ste 2000
Centennial, CO 80122

Hess Ranch Metro District 4-8
Thomas N George
Spencer Fane LLP
1700 Lincoln St Ste 2000
Denver, CO 80203

Cielo Metro District
Clint C Waldron
White Bear Ankele Tanaka & Waldron
2154 E Commons Ave Ste 2000
Centennial, CO 80112

Reata Ridge Village Metro District 1-2
Clint C Waldron
White, Bear, Ankele, Tanaka & Waldron
2154 E Commons Ave Ste 2000
Centennial, CO 80122

Anthology West Metro District 4-6
Kristen D Bear
White Bear Ankele Tanaka & Waldron
2154 E Commons Ave Ste 2000
Centennial, CO 80122

Anthology West Metro District 2 Debt Service
Kristen D Bear
White Bear Ankele Tanaka & Waldron
2154 E Commons Ave Ste 2000
Centennial, CO 80122

Meridian Village Metro District 1 Debt Service
Eric Hecox
8351 E Bellevue Ave
Denver, CO 80237

Meadowlark Metro District
Peggy Ripko
Special District Management Services Inc
141 Union Blvd Ste 150
Lakewood, CO 80228

Rampart Range Metro District 1 Debt Service
Denise Denslow
CliftonLarsonAllen LLP
8390 E Crescent Pkwy Ste 300
Greenwood Village, CO 80111

Cherry Creek South Metro District 11 Debt Service
Kristin B Tompkins
White Bear Ankele Tanaka & Waldron
2154 E Commons Ave Ste 2000
Centennial, CO 80112

Canyons Metro District 3 Debt Service
Clint C Waldron
White, Bear, Ankele, Tanaka & Waldron
2154 E Commons Ave Ste 2000
Centennial, CO 80122

Anthology West Metro District 4 Debt Service
Kristen D Bear
White Bear Ankele Tanaka & Waldron
2154 E Commons Ave Ste 2000
Centennial, CO 80122

Anthology West Metro District 6 Debt Service
Kristen D Bear
White Bear Ankele Tanaka & Waldron
2154 E Commons Ave Ste 2000
Centennial, CO 80122

Newlin Crossing Metro District
Clint C Waldron
White, Bear, Ankele, Tanaka & Waldron
2154 E Commons Ave Ste 2000
Centennial, CO 80104

EXHIBIT C
Affidavit of Publication

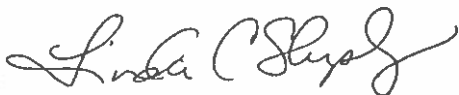
Colorado Community Media
750 W. Hampden Ave. Suite 225
Englewood, CO 80110

Hess Ranch Metro District (sf) **
c/o Spencer Fane LLP
1700 Lincoln Street, Suite 1900
Denver CO 80203

AFFIDAVIT OF PUBLICATION

State of Colorado }
County of Douglas } ss

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For the Douglas County News-Press

State of Colorado }
County of Arapahoe } ss

The above Affidavit and Certificate of Publication was subscribed and sworn to before me by the above named Linda Shapley, publisher of said newspaper, who is personally known to me to be the identical person in the above certificate on 7/27/2023. Linda Shapley has verified to me that she has adopted an electronic signature to function as her signature on this document.

20004025550-659781

Carla Bethke
Notary Public
My commission ends April 11, 2026

CARLA BETHKE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20004025550
MY COMMISSION EXPIRES APRIL 11, 2026

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NOTICE IS HEREBY GIVEN that, pursuant to § 32-1-204(1), C.R.S., four separate Service Plan Amendments (the "Service Plan Amendments") for Hess Ranch Metropolitan District Nos. 5-8 (collectively, the "Districts") have been filed and are available for public inspection in the office of the Town Clerk of the Town of Parker, Colorado.

A public hearing on the Service Plan Amendments will be held by the Town Council on August 21, 2023, 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.

The Districts are existing metropolitan districts organized under the provisions of Title 32, Colorado Revised Statutes. The purpose of the Districts 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 Districts' boundaries. The Districts' Maximum Debt Mill Levy is 57 mills, their Infrastructure Capital Mill Levy is 5 mills, their Town Capital and Maintenance Mill Levy is 5 mills, and their Operations and Maintenance Mill Levy is not limited but is anticipated to be 10 mills as set forth in intergovernmental agreements between the Districts and the Town, all subject to adjustment and the limitations set forth in the Districts' Service Plans.

The general purpose of the Service Plan Amendments is to authorize the Districts to establish special improvement districts within their respective boundaries, to levy and collect assessments, and to issue bonds payable from the assessments to finance all or part of the costs of public improvements, consistent with the provisions of the Special District Act, Section 32-1-101, et seq., C.R.S., and as further set forth in the Service Plan Amendments.

A description of the land contained within the boundaries of the Districts is as follows: generally located west of Crowfoot Valley Road, south of the intersection of Crowfoot Valley Road and Stroh Road, and north of the intersection of Crowfoot Valley Road and Pradera Parkway, in the Town of Parker, Douglas County, State of Colorado.

All protests and objections to the Service Plan Amendments 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 Amendments 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.

BY ORDER OF THE TOWN CLERK OF THE
TOWN OF PARKER, STATE OF COLORADO

Legal Notice No. 945756
First Publication: July 27, 2023
Last Publication: July 27, 2023
Publisher: Douglas County News-Press



Request for Town Council Action

Date: August 21, 2023
Submitted By: Kristin Hoffmann, Town Attorney
Reviewed By: Michelle Kivela, Town Manager
Title: **RESOLUTION NO. 23-068**
A Resolution to Approve the Service Plan for the Kime Ranch Metropolitan District
Department: Kristin Hoffmann

EXECUTIVE SUMMARY

Resolution No. 23-068 approves the Service Plan for Kime Ranch Metropolitan District.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town has received an application for approval of a Service Plan for the Kime Ranch Metropolitan District. The District is comprised of 43 acres, located north of Mainstreet between Longs Peak Lane and Parker Vista Circle. Attached to this memorandum is an analysis of the District's proposed service plan provided by the Town's special counsel, Butler Snow, and a vicinity map depicting the location of the District.

FINANCIAL IMPACT

Under the terms of the intergovernmental agreement, the form of which is an exhibit to the Service Plan, the District agrees to impose a property tax of 5 mills, which will be remitted to the Town for the planning, design, financing, acquisition, construction, operation, and maintenance of the Town's infrastructure identified in Exhibit B of the intergovernmental agreement.

STRATEGIC GOAL(S)



INNOVATE WITH
COLLABORATIVE
GOVERNANCE



ENHANCE ECONOMIC
VITALITY

ATTACHMENTS

1. Butler Snow analysis memo
2. Vicinity map
3. Resolution No. 23-068

RECOMMENDED MOTION

I move to approve Resolution No. 23-068.



MEMO

To: Kristin Hoffmann, Town of Parker
From: Kim Crawford, Butler Snow
Date: August 1, 2023
Re: Kime Ranch Metropolitan District
(the "District")

The following is our report on the proposed Service Plan for the above-mentioned District. This report summarizes key information about the District and the Service Plan.

Kime Ranch Metropolitan District

Developer: Century Land Holdings, LLC

Attorney: McGeady Becher P.C. (Elisabeth Cortese)

Finance: D.A. Davidson & Co.

Engineer: JR Engineering, LLC

Bond Counsel: TBD

Location: Approximately 43 acres located generally located north of Mainstreet and approximately between Longs Peak Lane and Parker Vista Circle in Parker, Douglas County, Colorado.

Area/Land Use: The District will include 148 residential units.

Build Out Schedule: Build out estimated to be completed by the end of 2025.

Projected Assessed: \$6,782,710 projected total assessed valuation (AV) for all residential development at completion of project build out, anticipated for 2026 completion year (per consolidated Financial Plan, with 2-year lag for AV realization).

Powers: Water, streets, traffic and safety control, sanitation, storm sewers and drainage, and parks and recreation improvements. Transportation, television relay and translation, mosquito and pest control, security services,

covenant enforcement, design review only if authorized in IGA (and these powers are not authorized in the current version of the IGA).

Regional Infrastructure: In accordance with the Intergovernmental Agreement to be approved and executed between the District and the Town (the “IGA”), the District will NOT impose an Infrastructure Capital Mill Levy for Regional Infrastructure.

Town Infrastructure: In accordance with the IGA, the Town is authorized to utilize the revenues generated from the Town Infrastructure associated with the impacts from development within the District to be identified and finalized in the IGA after the approval of the Service Plan.

Operation and Maintenance: In accordance with the IGA, the District is required to dedicate the Public Improvements to the Town or other appropriate jurisdiction or owners association in a manner consistent with the Approved Development Plan, Development Agreement and other rules and regulations of the Town and applicable provisions of the Town Code. The District is authorized to impose up to 5 mills for District administrative and operating expenses.

Improvement Costs: \$11,310,000, consisting of local improvements for the Kime Ranch development. Improvements to be constructed are detailed above.

Debt Limit: The District shall not issue Debt in excess of \$15,668,750 total aggregate principal amount, provided that such limitation shall not be applicable to refunding Bonds issued by the District to refund outstanding Debt. The foregoing figure is the product of: (a) the bonding capacity of the District, 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; and (iv) debt service coverage is no less than 100%; and (v) the levying by each of the District 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%.

Mill Levy: The mill levy the District will impose is 70.813 mills, which takes into account the Mill Levy Adjustment from January 1, 2019. The 70.813 mills is comprised of:

- 60.243 mills for the Maximum Debt Mill Levy;

- 5.285 mills for the Operation and Maintenance Mill Levy, to be used for the costs of ongoing administrative, accounting and legal services of the District; and
- 5.285 mills for the Town Capital and Maintenance Mill Levy, to be used for construction and maintenance of infrastructure the Town determines is necessary or desirable in connection with the impacts of development in the District.

Proposed Debt

Issuance:

The Financial Plan for the District indicates that the District will issue bonds in the amount of \$12,220,000 in 2024.

Service Plan:

The Service Plan for the Kime Ranch Metropolitan District substantially comply with the model service plan.

Proposed Kime Ranch Metro District Vicinity Map



Proposed Kime Ranch
Metro District

Sunset
Ridge

MAINSTREET

Rowley
Downs

Willow
Park

Parker Town Boundary

RESOLUTION NO. 23-068, Series of 2023

TITLE: A RESOLUTION TO APPROVE THE SERVICE PLAN FOR KIME RANCH METROPOLITAN DISTRICT

WHEREAS, the proponents for the proposed Kime Ranch Metropolitan District (the “District”), located in the Town of Parker, Colorado (the “Town”), has submitted to the Town Council of the Town a proposed form of Service Plan (the “Service Plan”) for the creation of the District; and

WHEREAS, the Town, pursuant to Section 32-1-101, *et seq.* of the Colorado Revised Statutes (the “Special Districts 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 July 27, 2023, in accordance with the Special Districts Act, as evidenced by the Affidavit of Publication attached hereto as **Exhibit 2** and incorporated herein by reference; and

WHEREAS, in accordance with the Special Districts Act, notice of the hearing before the Town Council was also duly mailed by first class mail on July 24, 2023, to all property owners within the boundaries of the Districts, to interested persons, defined as follows: (1) the Colorado Division of Local Government; and (2) the governing body of any municipality or special district which has levied an ad valorem tax within the next preceding tax year, and which has boundaries within a radius of three miles of the District 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 Districts Act and the Code, the Town Council held a public hearing on the Service Plan on August 21, 2023; 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 Districts Act and the Code, relating to the filing of the Service Plan for the District, and the requirements of Section 32-1-204, C.R.S., relating to notice of the hearing by the Town Council, and the requirements of the Special Districts Act and the Code, relating to the approval by the Town Council, have been fulfilled.

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

1. There is sufficient existing and projected need for organized service in the area to be serviced by the District;
2. That the existing service in the area to be served by the District is inadequate for present and projected needs;
3. That the District is capable of providing economical and sufficient service to the area within its boundaries;
4. That the area included in the District has, or will have, the financial ability to discharge the proposed indebtedness on a reasonable basis
5. That adequate service is not or will not be available to the area through the Town or other existing quasi-municipal corporations, including existing districts, within a reasonable time and on a comparable basis;
6. That the facility and service standards of the District are compatible with the facility and service standards of the Town;
7. That the 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 _____, 2023.

TOWN OF PARKER, COLORADO

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

EXHIBIT 1
Service Plan

DRAFT
McGEADY BECHER P.C.
July 27, 2023

**SERVICE PLAN
FOR
KIME RANCH METROPOLITAN DISTRICT
TOWN OF PARKER, COLORADO**

Prepared

by

McGeady Becher P.C.
450 East 17th Avenue, Suite 400
Denver, CO 80203

Submitted: September 30, 2022

Resubmitted: June 30, 2023

Resubmitted: July 27, 2023

Approved: _____

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LIST OF EXHIBITS

EXHIBIT A	Legal Descriptions
EXHIBIT B	Parker Vicinity Map
EXHIBIT C-1	Initial District Boundary Map
EXHIBIT C-2	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. Purpose and Intent.

The District is an independent unit of local government, separate and distinct from the Town, and, except as may otherwise be provided for by State or local law, or this Service Plan, its activities are subject to review by the Town only insofar as they may deviate in a material matter from the requirements of the Service Plan, Chapter 10.11 of the Town Code or the Intergovernmental Agreement. It is intended that the District 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.

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

B. 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. Formation of the District is therefore necessary in order for the Public Improvements required for the Project to be provided in the most economic manner possible.

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

The Town's objective in approving the Service Plan for the District is to authorize the District to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment and financing of the Public Improvements from the proceeds of Debt to be issued by the District. All Debt is expected to be repaid by limited taxes 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 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.

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.

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 Kime Ranch 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 formation of the District; (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.

Inclusion Area Boundaries: means the boundaries of the area described in the Inclusion Area Boundary Map, if any.

Inclusion Area Boundary Map: means the map attached hereto as **Exhibit C-2**, describing the property proposed for inclusion within the District after organization, if any.

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 H**.

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- or statutorily-mandated tax credit, cut or abatement, the Maximum Debt Mill Levy, the Operation and Maintenance Mill Levy, and the Town Capital and Maintenance Mill Levy, 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 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, and any constitutional or legislative changes in the actual value against which the assessment rate is applied, 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 (up to 10 mills for developments of 400 or more units and up to 5 mills for developments of fewer than 400 units), 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. The Operation and Maintenance Mill Levy shall be subject to the Mill Levy Adjustment.

Project: means the development or property commonly referred to as Kime Ranch.

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 the Inclusion Area Boundary Map.

Service Plan: means this service plan for the District approved by Town Council.

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

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 and Maintenance Mill Levy shall be imposed by the District the first year the District is able to certify a 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 43 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-2**. 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 43 acres of land to be zoned as residential land. The current assessed valuation of the Service Area is assumed to be \$0.00 for purposes of this Service Plan and, at build out, is expected to be sufficient to reasonably discharge the Debt under the Financial Plan. The residential population of the District at build-out is estimated to be approximately 370 persons.

Approval of this Service Plan by the Town does not imply approval of the development of a specific area within the District, nor does it imply approval of the number of residential units or the total site/floor area of commercial or industrial buildings which may be identified in this Service Plan or any of the exhibits attached thereto. The permitted level of 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 the Approved Development Plan, other rules and regulations of the Town, and applicable provisions of the Town Code, all as directed by the Town. The District shall not be authorized to operate and maintain any part or all of the Public Improvements, or any other improvements, public or private, unless specifically provided for in the Intergovernmental Agreement.

2. Fire Protection Limitation. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain fire protection facilities or services, unless such facilities and services are provided pursuant to an intergovernmental agreement with the Town. The authority to plan for, design, acquire, construct, install, relocate, redevelop or finance fire hydrants and related improvements installed as part of the water system shall not be limited by this provision.

3. Television Relay and Translation; Mosquito Control, and Other Limitations. Unless such facilities and services are provided pursuant to 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 the Approved Development Plan and to the extent such interests have not been acquired by the Town through such Development Plan process.

6. Privately Placed Debt Limitation. Prior to the issuance of any privately placed Debt, the District shall obtain the certification of an External Financial Advisor substantially as follows:

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

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

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

8. Initial Debt Limitation. 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 District shall not issue Debt in excess of \$15,668,750 total aggregate principal amount, provided that such limitation shall not be applicable to refunding Bonds issued by the District to refund outstanding Debt. The foregoing figure is the product of: (a) the bonding capacity of the District, 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; and (iv) debt service coverage is no less than 100%; and (v) the levying by the District of 57 mills for the Maximum Debt Mill Levy, and 5 mills for the Town Capital and Maintenance Mill Levy; and (b) 125%.

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, except as set forth in this Section. Prior to issuing any revenue bonds, the District shall submit all relevant details of such issuance to the Town Council, which may elect to treat the issuance of the revenue bonds as a material modification of the Service Plan. If the Town Council determines that the issuance of revenue bonds constitutes a material modification of the Service Plan, the District shall proceed to amend the Service Plan in accordance with Section 32-1-207, C.R.S. prior to issuing any revenue bonds.

14. Service Plan Amendment Requirement. This Service Plan is general in nature and does not include specific detail in some instances because development plans have not been finalized. The Service Plan has been designed with sufficient flexibility to enable the District to provide required Public Improvements under evolving circumstances without the need for numerous amendments. Modification of the general types of services and facilities making up the Public Improvements, and changes in proposed configurations, locations or dimensions of the Public Improvements shall be permitted to accommodate development needs consistent with the then-current Approved Development Plan(s) for the 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 boundaries of the District 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 District; (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 District is approximately \$11,310,000. 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.

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.G, 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 Debt that the District shall be permitted to issue shall not exceed \$15,668,750 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 \$15,668,750 that the District 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 its professional opinion, the District is expected to retire all Debt referenced in the Financial Plan within the restrictions set forth in the Service Plan, including but not limited to the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term.

B. Maximum Voted Interest Rate and Maximum Underwriting Discount.

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

C. Maximum Debt Mill Levy.

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

1. For the portion of any aggregate District Debt which exceeds 50% of the District’s assessed valuation, the Maximum Debt Mill Levy for such portion of Debt shall be 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 60.243 mills. Except for permitted Mill Levy Adjustments, the mill levy imposed by the District for payment of Debt shall not exceed the Maximum Debt Mill Levy. If the District otherwise proposes to adjust its mill levy for payment of Debt above the Maximum Debt Mill Levy for any purpose other than a Mill Levy Adjustment, 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 Maximum Debt Mill Levy adjustment as a material modification of the Service Plan. If the Town Council determines that such proposed adjustment to the Maximum Debt Mill Levy 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 proposed Maximum Debt 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 5 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, together with the estimated costs of the District's organization and initial operations, are anticipated to be \$150,000, which will be eligible for reimbursement from Debt proceeds. The first

year's operating budget is estimated to be \$50,000 which is anticipated to be derived from property taxes and other revenues, including developer advances. The District shall maintain, from revenues derived from the Operation and Maintenance Mill Levy and other legally available revenues authorized under this Service Plan, sufficient funds to pay such District operating costs.

F. Town Capital and Maintenance Mill Levy.

The District shall levy the Town Capital and Maintenance Mill Levy the first year the District certifies the Maximum Debt Mill Levy and the Town Capital and Maintenance Mill Levy shall be subject to the Mill Levy Adjustment.

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 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 Town Capital and Maintenance Mill Levy for the repayment of debt service.

The District may also collect a Development Fee, as allowed and limited by Colorado law, provided that such Development Fee does not exceed the following limits:

1. For each single-family detached residential unit, the Development Fee shall not exceed Two Thousand Dollars (\$2,000).
2. For each single-family attached or multi-family residential unit, the Development Fee shall not exceed One Thousand Five Hundred Dollars (\$1,500).
3. For a structure other than a single-family or multi-family residential structure, the Development Fee shall not exceed Twenty-Five Cents (\$0.25) per square foot of the structure.

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, 2023. In addition, should the Town's Model Service Plan be amended to allow for an increase in such Development Fees, 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 following the year in which the Order and Decree creating the District has been issued by the District Court for and in Douglas County, Colorado, which annual report shall reflect activity and financial events of the District through the preceding December 31 (the “report year”). The Town Council reserves the right, pursuant to Section 32-1-207(3)(c), C.R.S., to request annual reports from the District beyond five (5) years after the District’s organization.

B. Reporting of Significant Events.

The annual report shall include the following:

1. A 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 petitions in the District Court for and in Douglas County, Colorado, for dissolution, pursuant to the applicable State statutes. In no event shall a dissolution occur until the District has provided for the payment or discharge of all of its outstanding indebtedness and other financial obligations as required pursuant to State statutes.

IX. DISCLOSURE TO PURCHASERS

The Town wants residential buyers to be aware of the additional tax burden to be imposed. The Town mandates early written and recorded notice of the total (overlapping) tax burden, including the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term, if applicable, as well as the Operation and Maintenance 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 prior to the District's certification of the formation of the District to the Colorado Division of Local Government as required by Section 32-1-306, C.R.S.

There is attached hereto as **Exhibit 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 its organizational election, 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 its organizational election, in the same form as the Intergovernmental Agreement approved by Town Council, and shall promptly deliver an executed original to the Town. Failure of the District to execute the Intergovernmental Agreement as required herein shall constitute a material modification and shall require a Service Plan Amendment. The Town Council may approve the Intergovernmental Agreement at the public hearing approving the Service Plan.

Other than the Intergovernmental Agreement referenced in this Section, no intergovernmental agreements between the District and any other government are 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 this Service Plan, the Intergovernmental Agreement, and the terms of the Approved Development Plan or other instrument related to the Public Improvements. The Town will notify the District within twenty (20) 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.

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

LEGAL DESCRIPTION

A PARCEL OF LAND BEING LOCATED IN THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M., COUNTY OF DOUGLAS, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M. BEING MONUMENTED BY A 1.5" BRASS CAP ENCASED IN CONCRETE AT THE NORTH 1/4 CORNER AND A 3" BRASS CAP STAMPED "LS 2690" AT THE NORTHEAST CORNER, SAID LINE BEING ASSUMED TO BEAR N89°31'03"E A DISTANCE OF 2676.71 FEET.

COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 23;

THENCE ON THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 23, S00°20'03"E A DISTANCE OF 488.30 FEET, TO THE SOUTHWESTERLY CORNER OF THE DALTON SUBDIVISION 3RD AMENDMENT, RECORDED UNDER RECEPTION NO. 2016082720 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER, AND THE POINT OF BEGINNING;

THENCE ON THE SOUTHERLY AND EASTERLY LINES OF SAID SUBDIVISION, THE FOLLOWING TWO (2) COURSES:

1. N89°31'03"E A DISTANCE OF 669.29 FEET;
2. N00°20'45"W A DISTANCE OF 488.30 FEET, TO A POINT ON THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 23;

THENCE ON SAID NORTH LINE, N89°31'03"E A DISTANCE OF 669.19 FEET, TO THE NORTHEAST CORNER OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 23;

THENCE ON THE EAST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 23, S00°21'26"E A DISTANCE OF 1570.02 FEET, TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF MAINSTREET;

THENCE ON SAID NORTHERLY RIGHT-OF-WAY LINE, THE FOLLOWING FOUR (4) COURSES:

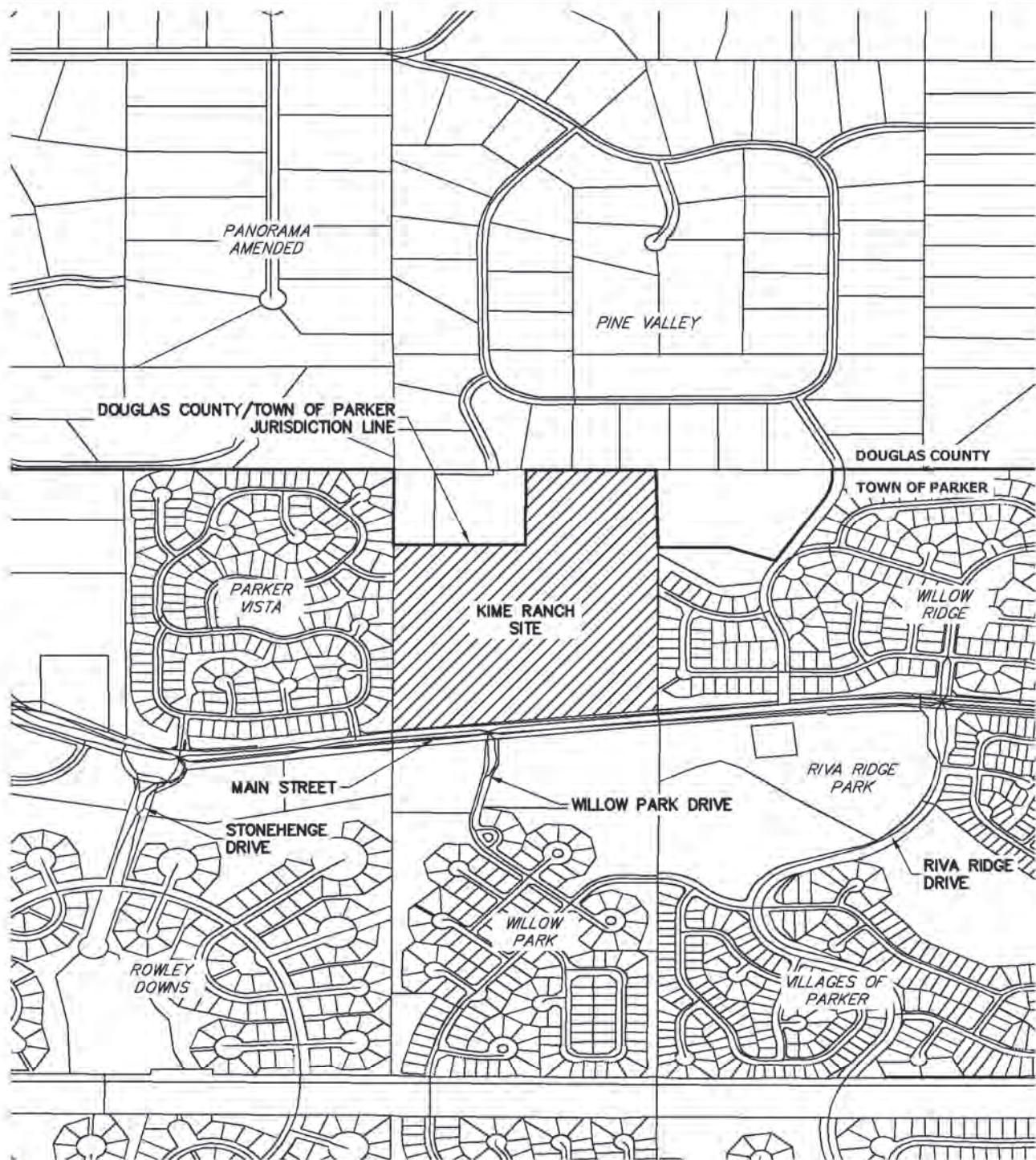
1. S85°28'12"W A DISTANCE OF 40.99 FEET;
2. S83°13'47"W A DISTANCE OF 1101.75 FEET;
3. N06°46'13"W A DISTANCE OF 12.00 FEET;
4. S83°06'16"W A DISTANCE OF 203.32 FEET, TO A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 23;

THENCE ON SAID WEST LINE, N00°20'03"W A DISTANCE OF 1216.06 FEET, TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 1,869,272 SQUARE FEET OR 42.9126 ACRES.

EXHIBIT B

Parker Vicinity Map



1000 500 0 1000

ORIGINAL SCALE: 1" = 1000'

VICINITY MAP
KIME RANCH
JOB NO. 16065.00
07/15/2021
SHEET 1 OF 1



J-R ENGINEERING

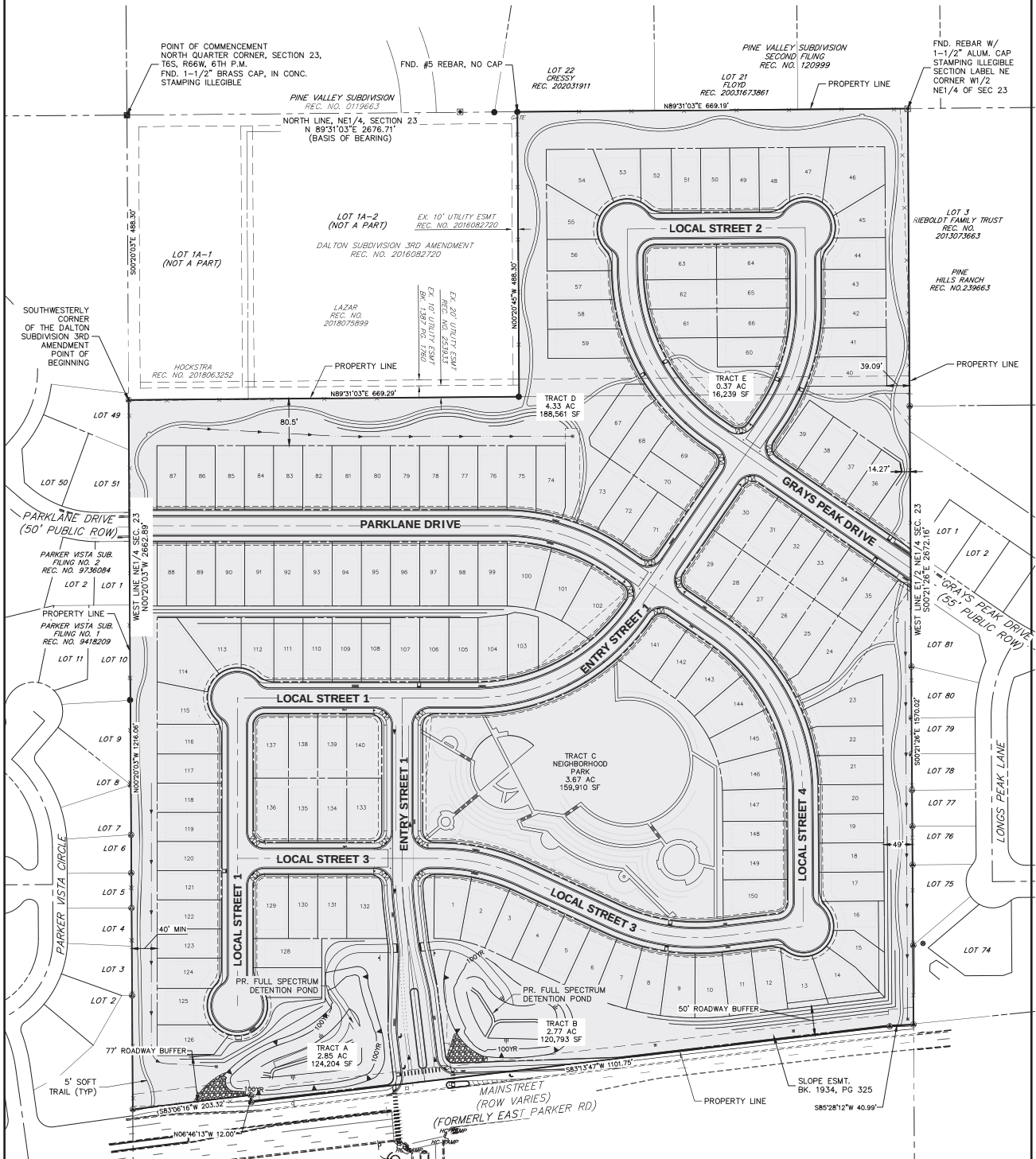
A Westriani Company

Centennial 303-740-9393 • Colorado Springs 719-593-2593
Fort Collins 970-491-9888 • www.jrengineering.com

EXHIBIT C-1

Initial District Boundary Map

KIME RANCH FILING 1 DISTRICT BOUNDARY EXHIBIT



DISTRICT BOUNDARY EXHIBIT
KIME RANCH FILING 1
04/13/22
SHEET 1 OF 1



Centennial 303-740-0383 • Colorado Springs 719-580-2993
Fort Collins 970-491-9888 • www.jrengineering.com

EXHIBIT C-2

Proof of Ownership and Consents for all Properties within District

July 27, 2023

Town of Parker
20120 E Mainstreet
Parker, CO 80138

Re: Proposed Metropolitan District Formation – Kime Ranch Metropolitan District
(the “**District**”)

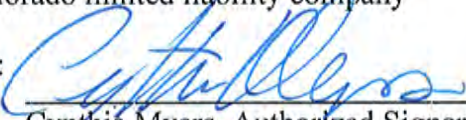
To Whom It May Concern:

Century Land Holdings, LLC, a Colorado limited liability limited partnership (“**Owner**”), is the sole owner of the property described in **Exhibit A** hereto (the “**Property**”), which constitutes the property anticipated to be included within the Initial District Boundaries (as defined in the proposed Service Plan for the District) of the proposed District. By way of this letter, Owner consents to the organization of the District, and the coordination of organization by Owner and its representatives.

Very Truly,

CENTURY LAND HOLDINGS, LLC, a
Colorado limited liability company

By:


Cynthia Myers, Authorized Signer

STATE OF COLORADO

)

) ss.

COUNTY OF ARAPAHOE

)

The foregoing instrument was acknowledged before me this 27th day of July, 2023, by Cynthia Myers, as Authorized Signer of Century Land Holdings, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires:

02/01/2027


Notary Public

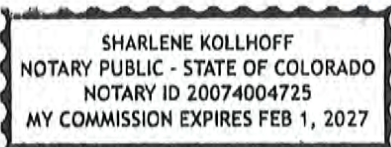


EXHIBIT A

Legal Description of the Property

LEGAL DESCRIPTION

A PARCEL OF LAND BEING LOCATED IN THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M., COUNTY OF DOUGLAS, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M. BEING MONUMENTED BY A 1.5" BRASS CAP ENCASED IN CONCRETE AT THE NORTH 1/4 CORNER AND A 3" BRASS CAP STAMPED "LS 2690" AT THE NORTHEAST CORNER, SAID LINE BEING ASSUMED TO BEAR N89°31'03"E A DISTANCE OF 2676.71 FEET.

COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 23;

THENCE ON THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 23, S00°20'03"E A DISTANCE OF 488.30 FEET, TO THE SOUTHWESTERLY CORNER OF THE DALTON SUBDIVISION 3RD AMENDMENT, RECORDED UNDER RECEPTION NO. 2016082720 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER, AND THE POINT OF BEGINNING;

THENCE ON THE SOUTHERLY AND EASTERLY LINES OF SAID SUBDIVISION, THE FOLLOWING TWO (2) COURSES:

1. N89°31'03"E A DISTANCE OF 669.29 FEET;
2. N00°20'45"W A DISTANCE OF 488.30 FEET, TO A POINT ON THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 23;

THENCE ON SAID NORTH LINE, N89°31'03"E A DISTANCE OF 669.19 FEET, TO THE NORTHEAST CORNER OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 23;

THENCE ON THE EAST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 23, S00°21'26"E A DISTANCE OF 1570.02 FEET, TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF MAINSTREET;

THENCE ON SAID NORTHERLY RIGHT-OF-WAY LINE, THE FOLLOWING FOUR (4) COURSES:

1. S85°28'12"W A DISTANCE OF 40.99 FEET;
2. S83°13'47"W A DISTANCE OF 1101.75 FEET;
3. N06°46'13"W A DISTANCE OF 12.00 FEET;
4. S83°06'16"W A DISTANCE OF 203.32 FEET, TO A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 23;

THENCE ON SAID WEST LINE, N00°20'03"W A DISTANCE OF 1216.06 FEET, TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 1,869,272 SQUARE FEET OR 42.9126 ACRES.

EXHIBIT D

Capital Plan and Engineer's Opinion of Probable Cost



June 29th, 2023

Town of Parker Community Development Department
2010 East Mainstreet
Parker, Colorado 80138

Re: Opinion of Probable Cost for Kime Ranch

To whom it may concern:

This letter is the opinion of probable cost, dated June 29th 2023, for the Kime Ranch Construction Drawings and Final Drainage Report.

	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
ROADWAY INFRASTRUCTURE					
A1	Mobilization	1	LS	\$ 40,000.00	\$ 40,000.00
A2	Remove Barricade	2	EA	\$ 63.50	\$ 127.00
A3	Relocate Existing Traffic Signal	2	EA	\$ 4,000.00	\$ 8,000.00
A4	Remove Existing Curb & Gutter	369	LF	\$ 10.00	\$ 3,689.60
A5	Remove Existing Cross Pan	81	SY	\$ 8.00	\$ 648.00
A6	Asphalt Subgrade Preparation (1' Depth)	28,415	SY	\$ 2.00	\$ 56,830.48
A7	HMA (5" Base Lift)	6,814	TON	\$ 75.00	\$ 511,074.38
A8	HMA (2" Top Lift)	2,726	TON	\$ 90.00	\$ 245,315.70
A9	Aggregate Base Course (Class 6) [12"]	8,503	TON	\$ 35.00	\$ 297,605.00
A10	Combination Mountable Curb, Gutter, & 5' Walk	11,327	LF	\$ 46.00	\$ 521,063.85
A11	6" Vertical Curb & Gutter	1,453	LF	\$ 25.00	\$ 36,325.00
A12	5' Walk	807	SY	\$ 50.00	\$ 40,361.11
A13	6" Median Curb & Gutter (Spill w/ 1' pan)	305	LF	\$ 22.00	\$ 6,708.50
A14	Pedestrian Curb Ramps	34	EA	\$ 1,500.00	\$ 51,000.00
A15	Concrete Washout Area	1	EA	\$ 3,000.00	\$ 3,000.00
A16	Sign Panel (Class 1)	33	EA	\$ 198.00	\$ 6,534.00
A17	Steel Sign Post	11	EA	\$ 198.00	\$ 2,178.00
A18	Signal Pole & Mast Arm	2	EA	\$ 8,000.00	\$ 16,000.00
A19	8" Cross Pan (Depth 10")	428	SY	\$ 75.00	\$ 32,118.75
A20	Traffic Control	1	LS	\$ 15,000.00	\$ 15,000.00
A21	Excavation (CIP within ROW)	40,047	CY	\$ 2.75	\$ 110,129.25
A22	Erosion Control	9	AC	\$ 6,000.00	\$ 51,436.20
				ROADWAY - SUBTOTAL	\$ 2,055,144.82
				25% SUBTOTAL CONTINGENCY	\$ 513,786.21

WATER INFRASTRUCTURE					
B1	Mobilization	1	LS	\$ 10,000.00	\$ 10,000.00
B2	Remove Existing Water Main	1,894	LF	\$ 7.00	\$ 13,258.00
B3	Remove Existing Water Residential Service	222	LF	\$ 2.00	\$ 444.00
B4	8" PVC Water Line	6,098	LF	\$ 45.00	\$ 274,421.84
B5	12" PVC Water Line	482	LF	\$ 57.00	\$ 27,478.85
B6	8" Gate Valve	35	EA	\$ 1,700.00	\$ 59,500.00
B7	8" Air Release Valve	47	EA	\$ 6,000.00	\$ 282,000.00
B8	6" Ductile Iron Water Line	335	LF	\$ 63.00	\$ 21,093.79
B9	Fire Hydrant Assembly	17	EA	\$ 7,000.00	\$ 119,000.00
B10	Connect to Existing Water Line	3	EA	\$ 1,200.00	\$ 3,600.00
B11	8" Water Line Lowering (Full)	16	EA	\$ 5,000.00	\$ 80,000.00
B12	Interconnect Vault	1	EA	\$ 60,000.00	\$ 60,000.00
B13	12" Fusible PVC & 24" Casing	77	LF	\$ 3,000.00	\$ 231,000.00
				WATER - SUBTOTAL	\$ 1,181,796.47
				25% SUBTOTAL CONTINGENCY	\$ 295,449.12
SANITARY SEWER INFRASTRUCTURE					
C1	Mobilization	1	LS	\$ 10,000.00	\$ 10,000.00
C2	8" PVC Sewer Pipe	6,566	LF	\$ 46.00	\$ 302,036.00
C3	21" PVC Sewer Pipe	452	LF	\$ 90.00	\$ 40,680.00
C4	4' Sanitary Manhole (≤ 20' Depth)	48	EA	\$ 5,400.00	\$ 259,200.00
C5	4' Sanitary Manhole (> 20' Depth)	1	EA	\$ 6,500.00	\$ 6,500.00
C6	5' Sanitary Manhole (<20' Depth)	2	EA	\$ 6,400.00	\$ 12,800.00
C7	Connect to Existing Sanitary Sewer	2	EA	\$ 950.00	\$ 1,900.00
C8	Jett & Clean	1	LS	\$ 13,000.00	\$ 13,000.00
C9	8" Line Boring	93	LF	\$ 2,500.00	\$ 232,500.00
				SANITARY SEWER - SUBTOTAL	\$ 878,616.00
				25% SUBTOTAL CONTINGENCY	\$ 219,654.00

DRAINAGE INFRASTRUCTURE				
D1	Mobilization	1	LS	\$ 20,000.00
D2	Remove RCP 24" Existing Storm	66	LF	\$ 10.00
D3	Remove Existing Storm MH	1	EA	\$ 900.00
D4	Remove FES	1	EA	\$ 400.00
D5	18" RCP	1833	LF	\$ 72.00
D6	24" RCP	2143	LF	\$ 80.00
D7	30" RCP	957	LF	\$ 100.00
D8	36" RCP	668	LF	\$ 130.00
D9	42" RCP	70	LF	\$ 150.00
D10	5' Type R Inlet	9	EA	\$ 5,000.00
D11	10' Type R Inlet	10	EA	\$ 7,500.00
D12	Double 15' Type R Inlet	1	EA	\$ 18,000.00
D13	Type C Inlet	5	EA	\$ 4,400.00
D14	18" Outfall & Forebay	1	EA	\$ 6,000.00
D15	24" Outfall & Forebay	1	EA	\$ 6,500.00
D16	36" Outfall & Forebay	1	EA	\$ 7,500.00
D17	42" Outfall & Forebay	1	EA	\$ 8,000.00
D18	4' Manhole (<12' Depth)	26	EA	\$ 3,600.00
D19	4' Manhole (>12' Depth)	7	EA	\$ 4,600.00
D20	5' Manhole (<12' Depth)	7	EA	\$ 4,500.00
D21	5' Manhole (>12' Depth)	2	EA	\$ 5,000.00
D22	6' Manhole (<12' Depth)	2	EA	\$ 5,800.00
D23	6' Manhole (>12' Depth)	1	EA	\$ 6,400.00
D24	Inlet Protection	25	EA	\$ 450.00
D25	Connect to Existing Storm Sewer	1	LS	\$ 5,000.00
D26	Sulfur Gulch 36" Outfall	1	EA	\$ 25,000.00
D27	Trench Drain	991	LF	\$ 35.00
D28	4' Trickle Channel (6" Depth)	377	LF	\$ 55.00
D29	Box Base Manhole	1	EA	\$ 17,000.00
D30	Pond Maintenance Access (Gravel 8" Depth)	868	SY	\$ 25.00
D31	Riprap Spillway, VL, 1' Depth	180	CY	\$ 90.00
D32	Outlet Structure	2	EA	\$ 28,000.00
D33	30" RCP Boring	100	LF	\$ 3,750.00
DRAINAGE - SUBTOTAL				\$ 1,474,271.07
25% SUBTOTAL CONTINGENCY				\$ 368,567.77
LANDSCAPE INFRASTRUCTURE				
E1	Mobilization	1	LS	\$ -
E2	Retaining Walls	50,290	SF	\$ 40.00
LANDSCAPE- SUBTOTAL				\$ 2,011,600.00
25% SUBTOTAL CONTINGENCY				\$ 502,900.00
HARD COST SUBTOTAL				\$ 9,501,785.44
ENGINEERING				8.00% \$ 760,142.84
MATERIAL TESTING				2.00% \$ 190,035.71
CONSTRUCTION SURVEYING				2.00% \$ 190,035.71
CONSTRUCTION OVERSIGHT				5.00% \$ 475,089.27
PERMITTING				2.00% \$ 190,035.71
GRAND TOTAL				\$ 11,307,124.67
*Soft Costs: Engineering & Surveying - 8%, Materials Testing - 2%, Construction Surveying - 2%, Construction Oversight - 5%, Permitting - 2%				

Please contact me should you have any questions or concerns regarding this letter at 303-740-9393.

Sincerely,
JR ENGINEERING, LLC

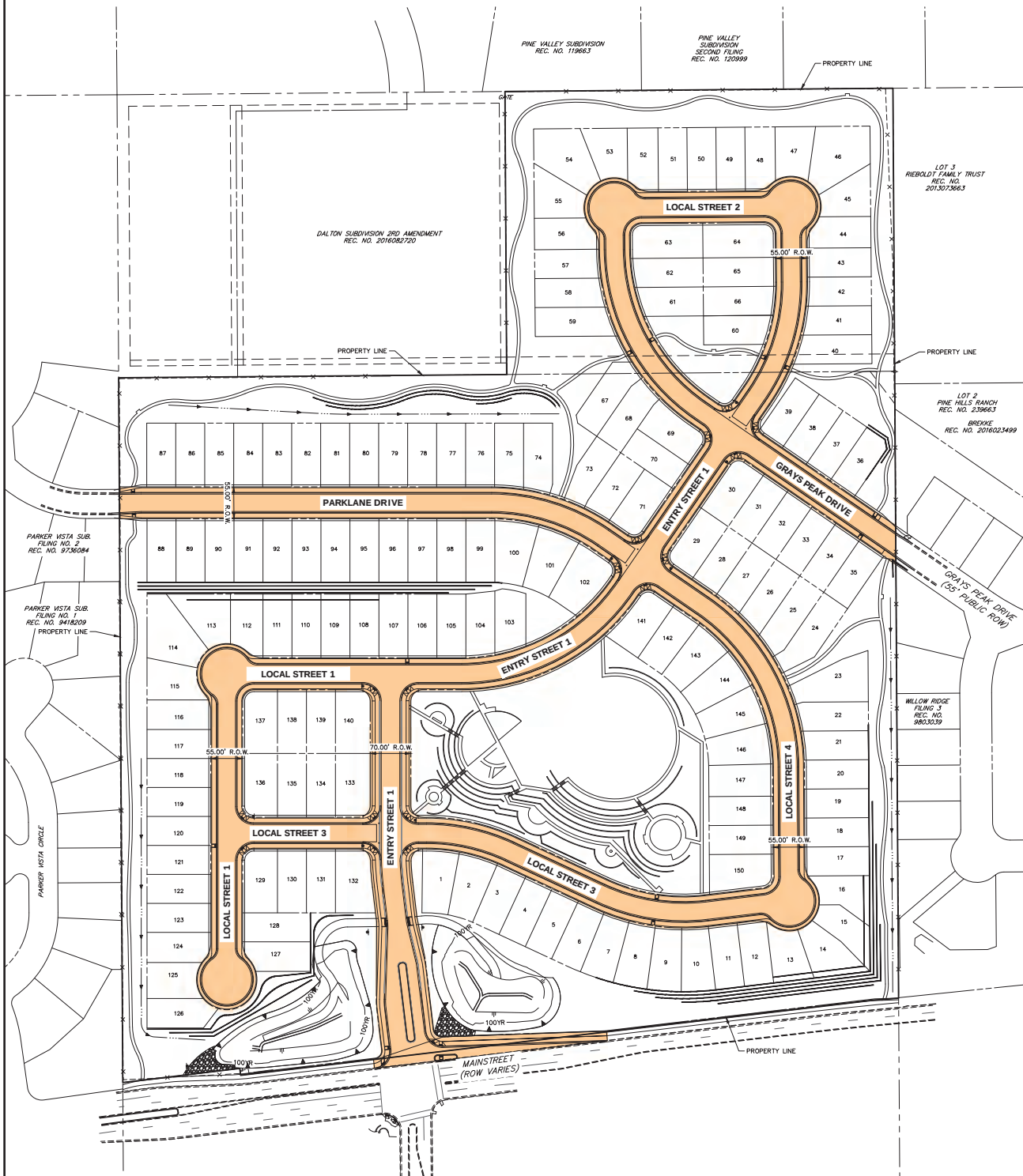


Kurtis Williams, P.E.

EXHIBIT E

Maps Depicting Public Improvements

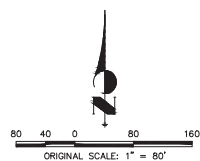
KIME RANCH FILING 1
STREET EXHIBIT



STREET EXHIBIT
KIME RANCH FILING 1
04/13/21
SHEET 1 OF 1

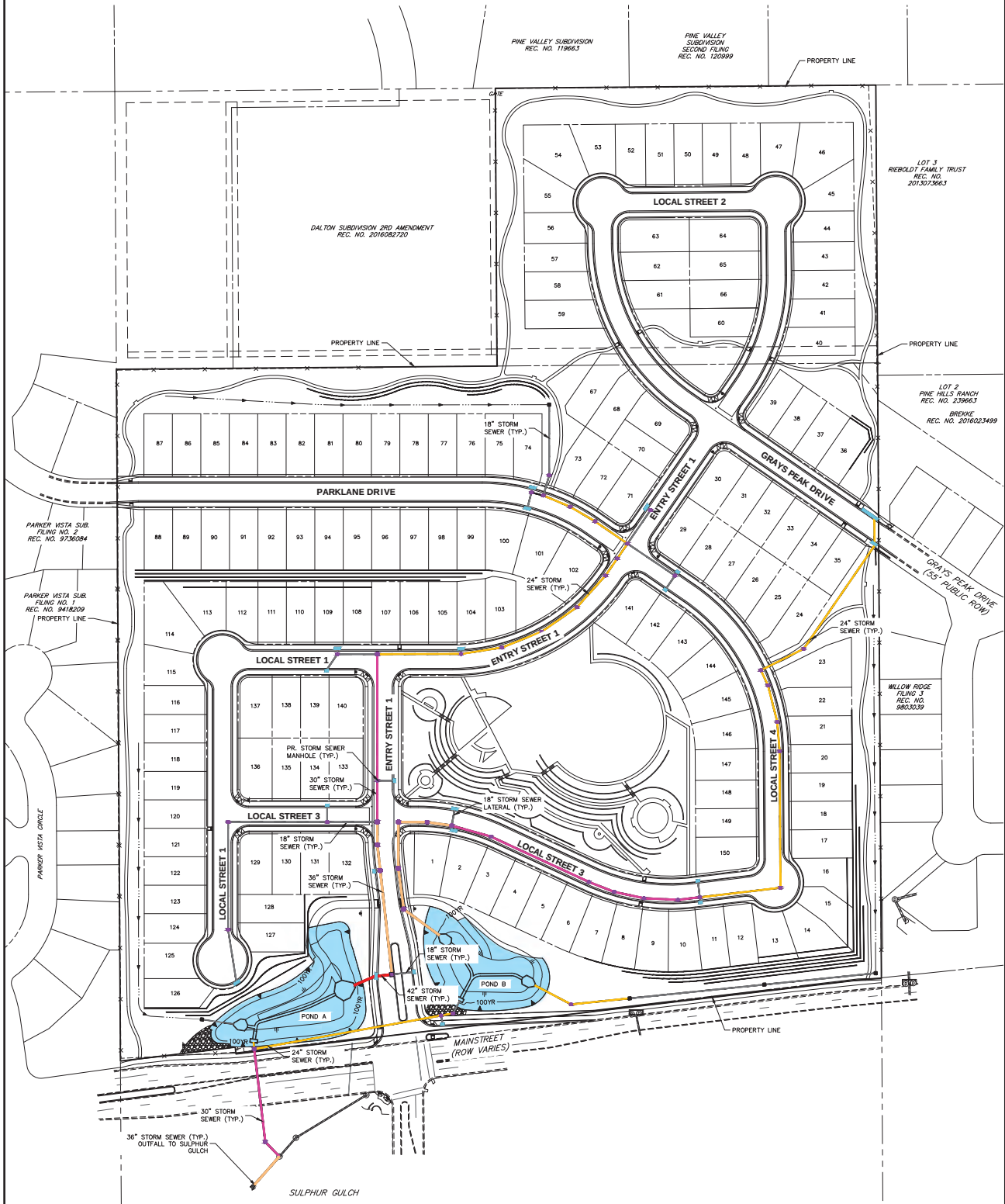


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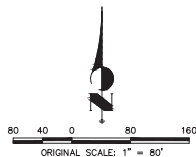
KIME RANCH FILING 1

STORM SEWER EXHIBIT



LEGEND

- RIGHT OF WAY
- PROPERTY LINE
- BOUNDARY LINE
- PR 18" STORM PIPE
- PR 24" STORM PIPE
- PR 30" STORM PIPE
- PR 36" STORM PIPE
- PR 42" STORM PIPE
- PR INLET



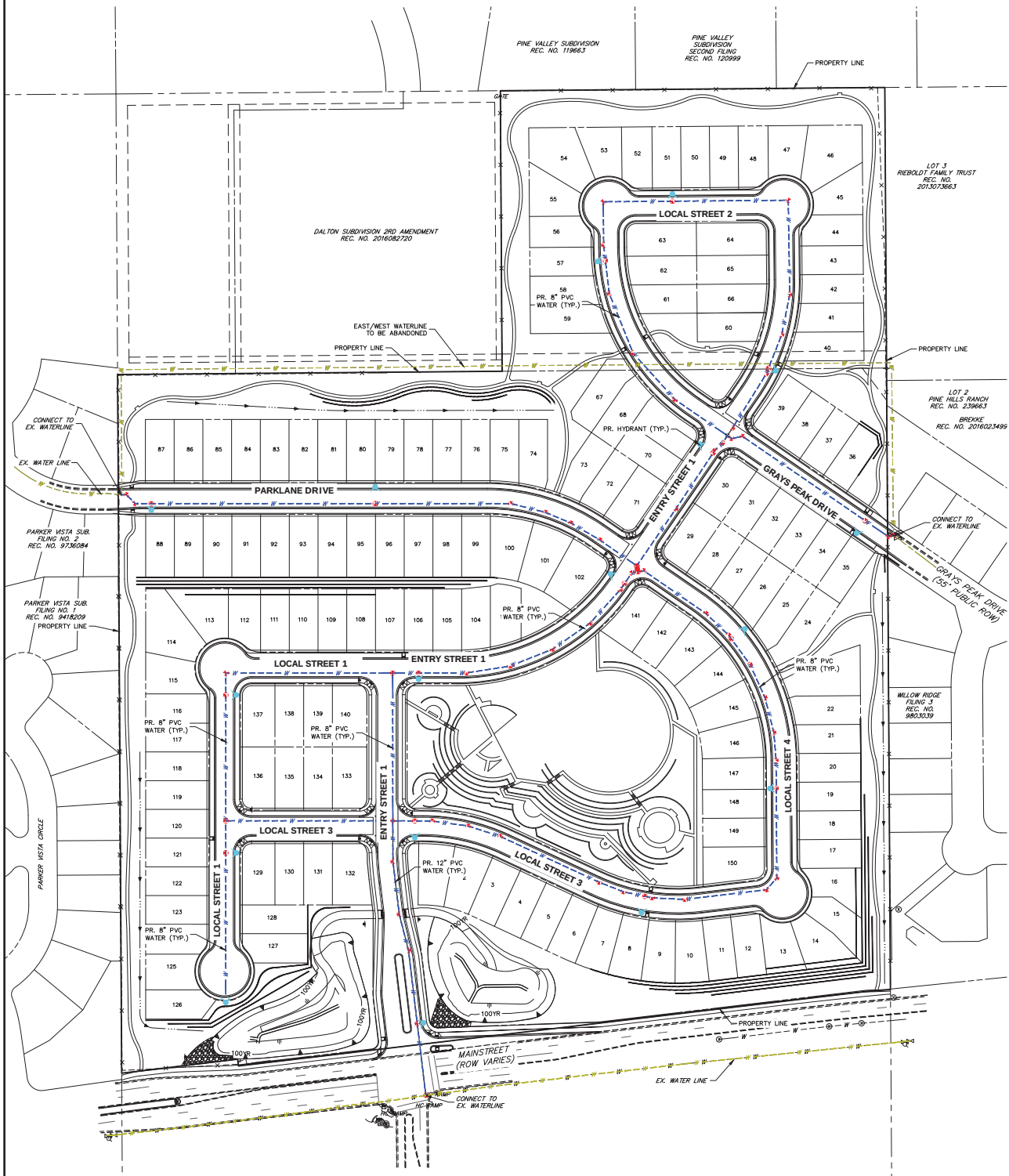
STORM SEWER EXHIBIT
KIME RANCH FILING 1
04/13/21
SHEET 1 OF 1



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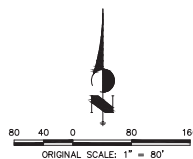
KIME RANCH FILING 1

WATER EXHIBIT



LEGEND

- RIGHT OF WAY
- PROPERTY LINE
- BOUNDARY LINE
- PROPOSED ON-SITE WATER LINE
- EXISTING WATER LINE
- PROPOSED FIRE HYDRANT
- PROPOSED TEE FITTING
- PROPOSED BEND



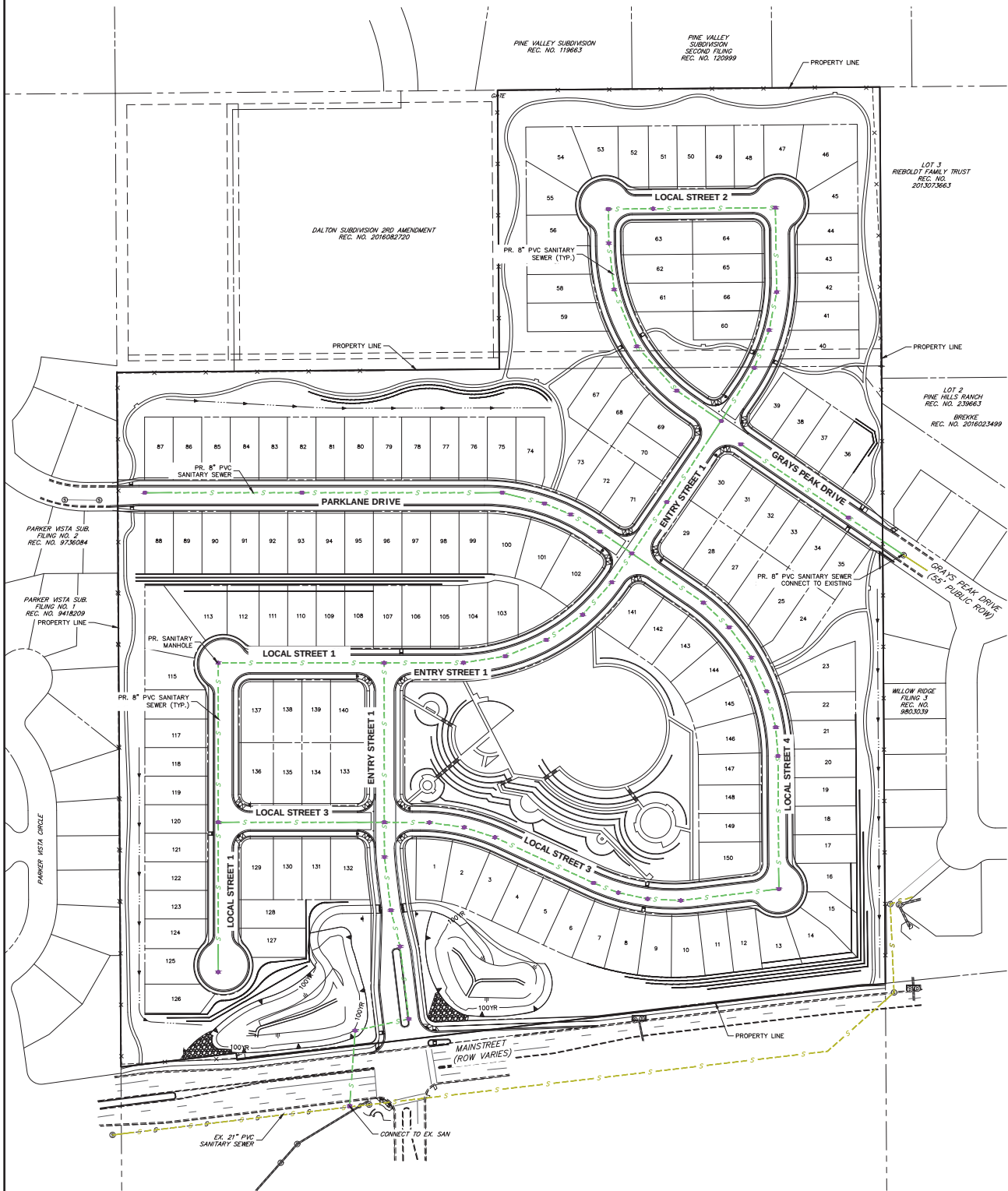
WATER EXHIBIT
KIME RANCH FILING 1
04/13/22
SHEET 1 OF 1



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KIME RANCH FILING 1

SANITARY SEWER EXHIBIT



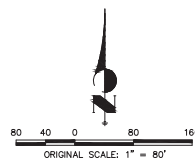
LEGEND

- RIGHT OF WAY
- PROPERTY LINE
- BOUNDARY LINE
- EX. SANITARY SEWER LINE
- PROP. SANITARY SEWER LINE

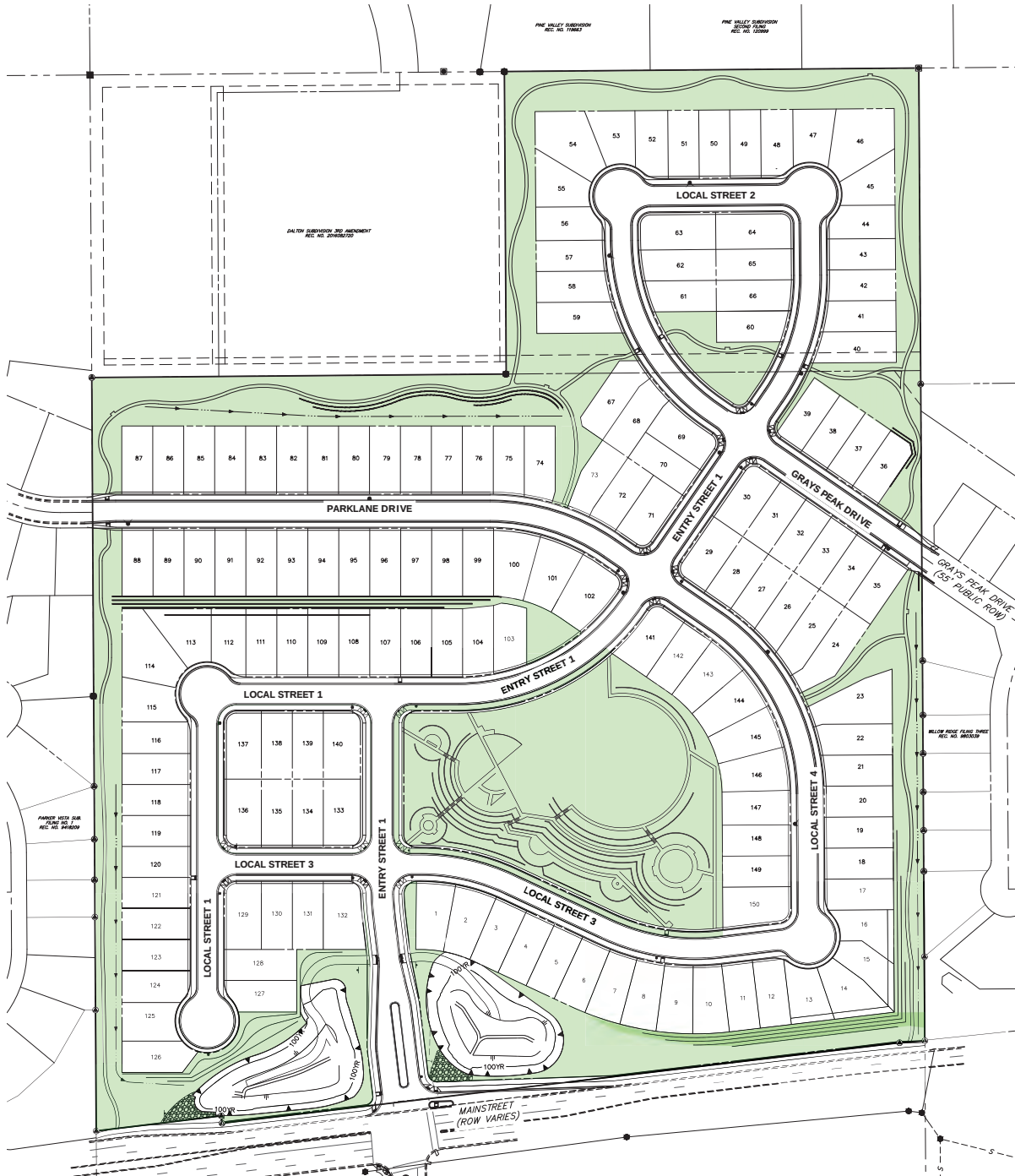
SANITARY SEWER EXHIBIT
KIME RANCH FILING 1
04/13/22
SHEET 1 OF 1



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KIME RANCH LANDSCAPE EXHIBIT



LANDSCAPE EXHIBIT
KIME RANCH
04/13/22
SHEET 1 OF 1



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EXHIBIT F

Financial Plan

KIME RANCH METROPOLITAN DISTRICT
Douglas County, Colorado

~~~~~  
**GENERAL OBLIGATION BONDS, SERIES 2024**  
~~~~~

Service Plan

Bond Assumptions	Series 2024	Total
Closing Date	12/1/2024	
First Call Date	12/1/2029	
Final Maturity	12/1/2064	
Sources of Funds		
Par Amount	12,220,000	12,220,000
Total	12,220,000	12,220,000
Uses of Funds		
Project Fund	\$9,343,545	\$9,343,545
Debt Service Reserve	1,007,305	1,007,305
Capitalized Interest	1,374,750	1,374,750
Costs of Issuance	494,400	494,400
Total	12,220,000	12,220,000
Bond Features		
Min. Coverage at Mill Levy Cap	100x	
Tax Status	Tax-Exempt	
Rating	Non-Rated	
Average Coupon	5.000%	
Annual Trustee Fee	\$4,000	
Biennial Reassessment		
Residential	4.00%	
Commercial	0.00%	
Taxing Authority Assumptions		
Metropolitan District Revenue		
Residential Assessment Ratio		
<i>Service Plan Mill Levy Adjustment Base</i>	7.150%	
<i>Current Assumption</i>	6.765%	
Debt Service Mills		
<i>Service Plan Mill Levy Cap</i>	57.000	
<i>Maximum Adjusted Cap</i>	60.243	
<i>Target Mill Levy</i>	60.243	
Specific Ownership Taxes	6.00%	
County Treasurer Fee	1.50%	
Other Revenue		
Town Capital & Maintenance Mills	5.285	
Operations		
Operations Mill Levy	5.285	
Total District Mill Levy	65.528	

**KIME RANCH METROPOLITAN DISTRICT
Development Summary**

	Residential								Total Residential
	SFD	Product 2	Product 3	Product 4	Product 5	Product 6	Product 7	Product 8	
Statutory Actual Value (2022)	\$827,582.80	\$	\$	\$	\$	\$	\$	\$	
2022	-	-	-	-	-	-	-	-	-
2023	10	-	-	-	-	-	-	-	10
2024	84	-	-	-	-	-	-	-	84
2025	54	-	-	-	-	-	-	-	54
2026	-	-	-	-	-	-	-	-	-
2027	-	-	-	-	-	-	-	-	-
2028	-	-	-	-	-	-	-	-	-
2029	-	-	-	-	-	-	-	-	-
2030	-	-	-	-	-	-	-	-	-
2031	-	-	-	-	-	-	-	-	-
2032	-	-	-	-	-	-	-	-	-
2033	-	-	-	-	-	-	-	-	-
2034	-	-	-	-	-	-	-	-	-
2035	-	-	-	-	-	-	-	-	-
2036	-	-	-	-	-	-	-	-	-
2037	-	-	-	-	-	-	-	-	-
2038	-	-	-	-	-	-	-	-	-
2039	-	-	-	-	-	-	-	-	-
2040	-	-	-	-	-	-	-	-	-
2041	-	-	-	-	-	-	-	-	-
2042	-	-	-	-	-	-	-	-	-
2043	-	-	-	-	-	-	-	-	-
2044	-	-	-	-	-	-	-	-	-
2045	-	-	-	-	-	-	-	-	-
2046	-	-	-	-	-	-	-	-	-
2047	-	-	-	-	-	-	-	-	-
2048	-	-	-	-	-	-	-	-	-
2049	-	-	-	-	-	-	-	-	-
2050	-	-	-	-	-	-	-	-	-
2051	-	-	-	-	-	-	-	-	-
2052	-	-	-	-	-	-	-	-	-
Total Units	148	-	-	-	-	-	-	-	148
Total Statutory Actual Value	\$122,482,254	\$	\$	\$	\$	\$	\$	\$	\$122,482,254

KIME RANCH METROPOLITAN DISTRICT
Assessed Value Calculation

	Vacant Land		Residential				Total
	Cumulative Statutory	Assessed Value	Total	Biennial	Cumulative Statutory	Assessed Value	Assessed Value
	Actual Value ¹	In Collection Year	Residential Units	Reassessment	Actual Value	In Collection Year	In Collection Year
		(2-year lag)				(2-year lag)	(2-year lag)
		29.00%		4.00%		6.77%	
2021	0	0	0		0	0	
2022	827,583	0	0	0	0	0	
2023	6,951,696	0	10		8,441,345	0	0
2024	4,468,947	239,999	84	337,654	81,104,439	0	239,999
2025	0	2,015,992	54		128,529,263	571,057	2,587,049
2026	0	1,295,995	0	5,141,171	133,670,433	5,486,715	6,782,710
2027	0	0	0		133,670,433	8,695,005	8,695,005
2028	0	0	0	5,346,817	139,017,251	9,042,805	9,042,805
2029	0	0	0		139,017,251	9,042,805	9,042,805
2030	0	0	0	5,560,690	144,577,941	9,404,517	9,404,517
2031	0	0	0		144,577,941	9,404,517	9,404,517
2032	0	0	0	5,783,118	150,361,058	9,780,698	9,780,698
2033	0	0	0		150,361,058	9,780,698	9,780,698
2034	0	0	0	6,014,442	156,375,501	10,171,926	10,171,926
2035	0	0	0		156,375,501	10,171,926	10,171,926
2036	0	0	0	6,255,020	162,630,521	10,578,803	10,578,803
2037	0	0	0		162,630,521	10,578,803	10,578,803
2038	0	0	0	6,505,221	169,135,742	11,001,955	11,001,955
2039	0	0	0		169,135,742	11,001,955	11,001,955
2040	0	0	0	6,765,430	175,901,171	11,442,033	11,442,033
2041	0	0	0		175,901,171	11,442,033	11,442,033
2042	0	0	0	7,036,047	182,937,218	11,899,714	11,899,714
2043	0	0	0		182,937,218	11,899,714	11,899,714
2044	0	0	0	7,317,489	190,254,707	12,375,703	12,375,703
2045	0	0	0		190,254,707	12,375,703	12,375,703
2046	0	0	0	7,610,188	197,864,895	12,870,731	12,870,731
2047	0	0	0		197,864,895	12,870,731	12,870,731
2048	0	0	0	7,914,596	205,779,491	13,385,560	13,385,560
2049	0	0	0		205,779,491	13,385,560	13,385,560
2050	0	0	0	8,231,180	214,010,671	13,920,983	13,920,983
2051	0	0	0		214,010,671	13,920,983	13,920,983
2052	0	0	0	8,560,427	222,571,097	14,477,822	14,477,822
2053	0	0	0		222,571,097	14,477,822	14,477,822
2054	0	0	0	8,902,844	231,473,941	15,056,935	15,056,935
2055	0	0	0		231,473,941	15,056,935	15,056,935
2056	0	0	0	9,258,958	240,732,899	15,659,212	15,659,212
2057	0	0	0		240,732,899	15,659,212	15,659,212
2058	0	0	0	9,629,316	250,362,215	16,285,581	16,285,581
2059	0	0	0		250,362,215	16,285,581	16,285,581
2060	0	0	0	10,014,489	260,376,703	16,937,004	16,937,004
2061	0	0	0		260,376,703	16,937,004	16,937,004
2062	0	0	0	10,415,068	270,791,772	17,614,484	17,614,484
2063	0	0	0		270,791,772	17,614,484	17,614,484
2064	0	0	0	10,831,671	281,623,442	18,319,063	18,319,063
Total			148		153,431,833		

1. Vacant land value calculated in year prior to construction as 10% of built-out market value

KIME RANCH METROPOLITAN DISTRICT
Revenue Calculation

	District Mill Levy Revenue				Other Revenue			Expenses		Total
	Assessed Value	Debt Mill Levy	Debt Mill Levy	Specific Ownership	Town Cap. & Maint.	TC&M Mill Levy	Specific Ownership	County Treasurer	Annual Trustee	Revenue Available
	in Collection Year		Collections	Taxes	Debt Mill Levy	Collections	Taxes	Fee	Fee	for Debt Service
	(2-year lag)	60.243 Cap 60.243 Target	99.5%	6.00%	5.285 Target	99.5%	6.00%	1.50%	\$4,000	
2021										
2022										
2023	0	0.000	0	0	0.000	0	0	0	0	0
2024	239,999	60.243	14,386	863	5.285	1,262	76	(216)	0	16,371
2025	2,587,049	60.243	155,072	9,304	5.285	13,603	816	(2,326)	(4,000)	172,470
2026	6,782,710	60.243	406,568	24,394	5.285	35,664	2,140	(6,099)	(4,000)	458,668
2027	8,695,005	60.243	521,194	31,272	5.285	45,719	2,743	(7,818)	(4,000)	589,110
2028	9,042,805	60.243	542,042	32,523	5.285	47,548	2,853	(8,131)	(4,000)	612,835
2029	9,042,805	60.243	542,042	32,523	5.285	47,548	2,853	(8,131)	(4,000)	612,835
2030	9,404,517	60.243	563,724	33,823	5.285	49,450	2,967	(8,456)	(4,000)	637,508
2031	9,404,517	60.243	563,724	33,823	5.285	49,450	2,967	(8,456)	(4,000)	637,508
2032	9,780,698	60.243	586,272	35,176	5.285	51,428	3,086	(8,794)	(4,000)	663,169
2033	9,780,698	60.243	586,272	35,176	5.285	51,428	3,086	(8,794)	(4,000)	663,169
2034	10,171,926	60.243	609,723	36,583	5.285	53,485	3,209	(9,146)	(4,000)	689,855
2035	10,171,926	60.243	609,723	36,583	5.285	53,485	3,209	(9,146)	(4,000)	689,855
2036	10,578,803	60.243	634,112	38,047	5.285	55,625	3,337	(9,512)	(4,000)	717,610
2037	10,578,803	60.243	634,112	38,047	5.285	55,625	3,337	(9,512)	(4,000)	717,610
2038	11,001,955	60.243	659,477	39,569	5.285	57,850	3,471	(9,892)	(4,000)	746,474
2039	11,001,955	60.243	659,477	39,569	5.285	57,850	3,471	(9,892)	(4,000)	746,474
2040	11,442,033	60.243	685,856	41,151	5.285	60,164	3,610	(10,288)	(4,000)	776,493
2041	11,442,033	60.243	685,856	41,151	5.285	60,164	3,610	(10,288)	(4,000)	776,493
2042	11,899,714	60.243	713,290	42,797	5.285	62,570	3,754	(10,699)	(4,000)	807,713
2043	11,899,714	60.243	713,290	42,797	5.285	62,570	3,754	(10,699)	(4,000)	807,713
2044	12,375,703	60.243	741,822	44,509	5.285	65,073	3,904	(11,127)	(4,000)	840,181
2045	12,375,703	60.243	741,822	44,509	5.285	65,073	3,904	(11,127)	(4,000)	840,181
2046	12,870,731	60.243	771,495	46,290	5.285	67,676	4,061	(11,572)	(4,000)	873,948
2047	12,870,731	60.243	771,495	46,290	5.285	67,676	4,061	(11,572)	(4,000)	873,948
2048	13,385,560	60.243	802,354	48,141	5.285	70,383	4,223	(12,035)	(4,000)	909,066
2049	13,385,560	60.243	802,354	48,141	5.285	70,383	4,223	(12,035)	(4,000)	909,066
2050	13,920,983	60.243	834,449	50,067	5.285	73,198	4,392	(12,517)	(4,000)	945,589
2051	13,920,983	60.243	834,449	50,067	5.285	73,198	4,392	(12,517)	(4,000)	945,589
2052	14,477,822	60.243	867,826	52,070	5.285	76,126	4,568	(13,017)	(4,000)	983,573
2053	14,477,822	60.243	867,826	52,070	5.285	76,126	4,568	(13,017)	(4,000)	983,573
2054	15,056,935	60.243	902,540	54,152	5.285	79,171	4,750	(13,538)	(4,000)	1,023,075
2055	15,056,935	60.243	902,540	54,152	5.285	79,171	4,750	(13,538)	(4,000)	1,023,075
2056	15,659,212	60.243	938,641	56,318	5.285	82,338	4,940	(14,080)	(4,000)	1,064,158
2057	15,659,212	60.243	938,641	56,318	5.285	82,338	4,940	(14,080)	(4,000)	1,064,158
2058	16,285,581	60.243	976,187	58,571	5.285	85,632	5,138	(14,643)	(4,000)	1,106,885
2059	16,285,581	60.243	976,187	58,571	5.285	85,632	5,138	(14,643)	(4,000)	1,106,885
2060	16,937,004	60.243	1,015,234	60,914	5.285	89,057	5,343	(15,229)	(4,000)	1,151,320
2061	16,937,004	60.243	1,015,234	60,914	5.285	89,057	5,343	(15,229)	(4,000)	1,151,320
2062	17,614,484	60.243	1,055,844	63,351	5.285	92,619	5,557	(15,838)	(4,000)	1,197,533
2063	17,614,484	60.243	1,055,844	63,351	5.285	92,619	5,557	(15,838)	(4,000)	1,197,533
2064	18,319,063	60.243	1,098,077	65,885	5.285	96,324	5,779	(16,471)	(4,000)	1,245,594
Total			29,997,072	1,799,824		2,631,362	157,882	(449,956)	(160,000)	33,976,184

KIME RANCH METROPOLITAN DISTRICT
Senior Debt Service

	Total Revenue Available for Debt Service	Net Debt Service	Senior Surplus Fund			Ratio Analysis	
		Series 2024					
		Dated: 12/1/24					
		Par: \$12,220,000 Proj: \$9,343,545	Annual Surplus	Cumulative Balance \$1,222,000 Max	Released Revenue	Senior Debt to Assessed Value	Debt Service Coverage
2021							
2022							
2023	0						
2024	16,371	0	16,371	16,371	0	0%	n/a
2025	172,470	0	172,470	188,841	0	472%	n/a
2026	458,668	0	458,668	647,508	0	180%	n/a
2027	589,110	458,250	130,860	778,369	0	141%	129%
2028	612,835	611,000	1,835	780,204	0	135%	100%
2029	612,835	611,000	1,835	782,039	0	135%	100%
2030	637,508	611,000	26,508	808,547	0	130%	104%
2031	637,508	611,000	26,508	835,055	0	130%	104%
2032	663,169	611,000	52,169	887,224	0	125%	109%
2033	663,169	611,000	52,169	939,392	0	125%	109%
2034	689,855	611,000	78,855	1,018,248	0	120%	113%
2035	689,855	611,000	78,855	1,097,103	0	120%	113%
2036	717,610	636,000	81,610	1,178,713	0	116%	113%
2037	717,610	639,750	77,860	1,222,000	34,572	115%	112%
2038	746,474	663,250	83,224	1,222,000	83,224	111%	113%
2039	746,474	665,500	80,974	1,222,000	80,974	110%	112%
2040	776,493	692,500	83,993	1,222,000	83,993	105%	112%
2041	776,493	693,000	83,493	1,222,000	83,493	105%	112%
2042	807,713	718,250	89,463	1,222,000	89,463	100%	112%
2043	807,713	717,000	90,713	1,222,000	90,713	99%	113%
2044	840,181	745,500	94,681	1,222,000	94,681	94%	113%
2045	840,181	747,250	92,931	1,222,000	92,931	92%	112%
2046	873,948	778,500	95,448	1,222,000	95,448	88%	112%
2047	873,948	777,750	96,198	1,222,000	96,198	86%	112%
2048	909,066	806,500	102,566	1,222,000	102,566	81%	113%
2049	909,066	808,250	100,816	1,222,000	100,816	79%	112%
2050	945,589	844,250	101,339	1,222,000	101,339	74%	112%
2051	945,589	842,750	102,839	1,222,000	102,839	72%	112%
2052	983,573	875,500	108,073	1,222,000	108,073	66%	112%
2053	983,573	875,750	107,823	1,222,000	107,823	64%	112%
2054	1,023,075	910,000	113,075	1,222,000	113,075	58%	112%
2055	1,023,075	911,500	111,575	1,222,000	111,575	55%	112%
2056	1,064,158	946,750	117,408	1,222,000	117,408	50%	112%
2057	1,064,158	949,000	115,158	1,222,000	115,158	46%	112%
2058	1,106,885	984,750	122,135	1,222,000	122,135	41%	112%
2059	1,106,885	987,250	119,635	1,222,000	119,635	37%	112%
2060	1,151,320	1,023,000	128,320	1,222,000	128,320	32%	113%
2061	1,151,320	1,025,250	126,070	1,222,000	126,070	27%	112%
2062	1,197,533	1,065,500	132,033	1,222,000	132,033	22%	112%
2063	1,197,533	1,066,750	130,783	1,222,000	130,783	17%	112%
2064	1,245,594	1,108,445	137,149	0	1,359,149	11%	112%
Total	33,976,184	29,851,695	4,124,488		4,124,488		

KIME RANCH METROPOLITAN DISTRICT
Operations Projection

	Total	Operations Revenue				Total	Total Mills
	Assessed Value in Collection Year (2-year lag)	Operations Mill Levy 5.285 Target	Ops Mill Levy Collections 99.5%	Specific Ownership Taxes 6%	County Treasurer Fee 1.50%	Revenue Available for Operations	Total District Mills
2021							
2022							
2023	0	0.000	0	0	0	0	0.000
2024	239,999	5.285	1,262	76	(19)	1,319	65.528
2025	2,587,049	5.285	13,603	816	(204)	14,215	65.528
2026	6,782,710	5.285	35,664	2,140	(535)	37,269	65.528
2027	8,695,005	5.285	45,719	2,743	(686)	47,777	65.528
2028	9,042,805	5.285	47,548	2,853	(713)	49,688	65.528
2029	9,042,805	5.285	47,548	2,853	(713)	49,688	65.528
2030	9,404,517	5.285	49,450	2,967	(742)	51,675	65.528
2031	9,404,517	5.285	49,450	2,967	(742)	51,675	65.528
2032	9,780,698	5.285	51,428	3,086	(771)	53,742	65.528
2033	9,780,698	5.285	51,428	3,086	(771)	53,742	65.528
2034	10,171,926	5.285	53,485	3,209	(802)	55,892	65.528
2035	10,171,926	5.285	53,485	3,209	(802)	55,892	65.528
2036	10,578,803	5.285	55,625	3,337	(834)	58,128	65.528
2037	10,578,803	5.285	55,625	3,337	(834)	58,128	65.528
2038	11,001,955	5.285	57,850	3,471	(868)	60,453	65.528
2039	11,001,955	5.285	57,850	3,471	(868)	60,453	65.528
2040	11,442,033	5.285	60,164	3,610	(902)	62,871	65.528
2041	11,442,033	5.285	60,164	3,610	(902)	62,871	65.528
2042	11,899,714	5.285	62,570	3,754	(939)	65,386	65.528
2043	11,899,714	5.285	62,570	3,754	(939)	65,386	65.528
2044	12,375,703	5.285	65,073	3,904	(976)	68,001	65.528
2045	12,375,703	5.285	65,073	3,904	(976)	68,001	65.528
2046	12,870,731	5.285	67,676	4,061	(1,015)	70,721	65.528
2047	12,870,731	5.285	67,676	4,061	(1,015)	70,721	65.528
2048	13,385,560	5.285	70,383	4,223	(1,056)	73,550	65.528
2049	13,385,560	5.285	70,383	4,223	(1,056)	73,550	65.528
2050	13,920,983	5.285	73,198	4,392	(1,098)	76,492	65.528
2051	13,920,983	5.285	73,198	4,392	(1,098)	76,492	65.528
2052	14,477,822	5.285	76,126	4,568	(1,142)	79,552	65.528
2053	14,477,822	5.285	76,126	4,568	(1,142)	79,552	65.528
2054	15,056,935	5.285	79,171	4,750	(1,188)	82,734	65.528
2055	15,056,935	5.285	79,171	4,750	(1,188)	82,734	65.528
2056	15,659,212	5.285	82,338	4,940	(1,235)	86,043	65.528
2057	15,659,212	5.285	82,338	4,940	(1,235)	86,043	65.528
2058	16,285,581	5.285	85,632	5,138	(1,284)	89,485	65.528
2059	16,285,581	5.285	85,632	5,138	(1,284)	89,485	65.528
2060	16,937,004	5.285	89,057	5,343	(1,336)	93,065	65.528
2061	16,937,004	5.285	89,057	5,343	(1,336)	93,065	65.528
2062	17,614,484	5.285	92,619	5,557	(1,389)	96,787	65.528
2063	17,614,484	5.285	92,619	5,557	(1,389)	96,787	65.528
2064	18,319,063	5.285	96,324	5,779	(1,445)	100,659	65.528
Total			2,631,362	157,882	(39,470)	2,749,773	

SOURCES AND USES OF FUNDS

**KIME RANCH METROPOLITAN DISTRICT
DOUGLAS COUNTY, COLORADO
GENERAL OBLIGATION BONDS, SERIES 2024
60.243 (target) District Mills + 5.285 (target) Town Capital & Maintenance Mills
Non-Rated, 5.00%, 100x, 2064 Final Maturity
(SERVICE PLAN: Full Growth + 4.00% Bi-Reassessment Projections)**

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|               |            |
|---------------|------------|
| Dated Date    | 12/01/2024 |
| Delivery Date | 12/01/2024 |

**Sources:**

|                |               |
|----------------|---------------|
| Bond Proceeds: |               |
| Par Amount     | 12,220,000.00 |
|                | 12,220,000.00 |

**Uses:**

|                           |               |
|---------------------------|---------------|
| Project Fund Deposits:    |               |
| Project Fund              | 9,343,545.31  |
| Other Fund Deposits:      |               |
| Capitalized Interest Fund | 1,374,750.00  |
| Debt Service Reserve Fund | 1,007,304.69  |
|                           | 2,382,054.69  |
| Cost of Issuance:         |               |
| Other Cost of Issuance    | 250,000.00    |
| Delivery Date Expenses:   |               |
| Underwriter's Discount    | 244,400.00    |
|                           | 12,220,000.00 |

## BOND SUMMARY STATISTICS

**KIME RANCH METROPOLITAN DISTRICT  
DOUGLAS COUNTY, COLORADO  
GENERAL OBLIGATION BONDS, SERIES 2024  
60.243 (target) District Mills + 5.285 (target) Town Capital & Maintenance Mills  
Non-Rated, 5.00%, 100x, 2064 Final Maturity  
(SERVICE PLAN: Full Growth + 4.00% Bi-Reassessment Projections)**

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Dated Date	12/01/2024
Delivery Date	12/01/2024
First Coupon	06/01/2025
Last Maturity	12/01/2064
Arbitrage Yield	5.000000%
True Interest Cost (TIC)	5.128612%
Net Interest Cost (NIC)	5.000000%
All-In TIC	5.264431%
Average Coupon	5.000000%
Average Life (years)	32.756
Weighted Average Maturity (years)	32.756
Duration of Issue (years)	16.023
Par Amount	12,220,000.00
Bond Proceeds	12,220,000.00
Total Interest	20,013,750.00
Net Interest	20,258,150.00
Bond Years from Dated Date	400,275,000.00
Bond Years from Delivery Date	400,275,000.00
Total Debt Service	32,233,750.00
Maximum Annual Debt Service	2,115,750.00
Average Annual Debt Service	805,843.75
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 2064	12,220,000.00	100.000	5.000%	32.756	09/03/2057	21,140.60
	12,220,000.00			32.756		21,140.60

	TIC	All-In TIC	Arbitrage Yield
Par Value	12,220,000.00	12,220,000.00	12,220,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount	-244,400.00	-244,400.00	
- Cost of Issuance Expense		-250,000.00	
- Other Amounts			
Target Value	11,975,600.00	11,725,600.00	12,220,000.00
Target Date	12/01/2024	12/01/2024	12/01/2024
Yield	5.128612%	5.264431%	5.000000%

BOND DEBT SERVICE

**KIME RANCH METROPOLITAN DISTRICT
DOUGLAS COUNTY, COLORADO
GENERAL OBLIGATION BONDS, SERIES 2024
60.243 (target) District Mills + 5.285 (target) Town Capital & Maintenance Mills
Non-Rated, 5.00%, 100x, 2064 Final Maturity
(SERVICE PLAN: Full Growth + 4.00% Bi-Reassessment Projections)**

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Dated Date                      12/01/2024  
Delivery Date                12/01/2024

| Period<br>Ending | Principal  | Coupon | Interest   | Debt Service | Annual<br>Debt Service |
|------------------|------------|--------|------------|--------------|------------------------|
| 06/01/2025       |            |        | 305,500.00 | 305,500.00   |                        |
| 12/01/2025       |            |        | 305,500.00 | 305,500.00   | 611,000.00             |
| 06/01/2026       |            |        | 305,500.00 | 305,500.00   |                        |
| 12/01/2026       |            |        | 305,500.00 | 305,500.00   | 611,000.00             |
| 06/01/2027       |            |        | 305,500.00 | 305,500.00   |                        |
| 12/01/2027       |            |        | 305,500.00 | 305,500.00   | 611,000.00             |
| 06/01/2028       |            |        | 305,500.00 | 305,500.00   |                        |
| 12/01/2028       |            |        | 305,500.00 | 305,500.00   | 611,000.00             |
| 06/01/2029       |            |        | 305,500.00 | 305,500.00   |                        |
| 12/01/2029       |            |        | 305,500.00 | 305,500.00   | 611,000.00             |
| 06/01/2030       |            |        | 305,500.00 | 305,500.00   |                        |
| 12/01/2030       |            |        | 305,500.00 | 305,500.00   | 611,000.00             |
| 06/01/2031       |            |        | 305,500.00 | 305,500.00   |                        |
| 12/01/2031       |            |        | 305,500.00 | 305,500.00   | 611,000.00             |
| 06/01/2032       |            |        | 305,500.00 | 305,500.00   |                        |
| 12/01/2032       |            |        | 305,500.00 | 305,500.00   | 611,000.00             |
| 06/01/2033       |            |        | 305,500.00 | 305,500.00   |                        |
| 12/01/2033       |            |        | 305,500.00 | 305,500.00   | 611,000.00             |
| 06/01/2034       |            |        | 305,500.00 | 305,500.00   |                        |
| 12/01/2034       |            |        | 305,500.00 | 305,500.00   | 611,000.00             |
| 06/01/2035       |            |        | 305,500.00 | 305,500.00   |                        |
| 12/01/2035       |            |        | 305,500.00 | 305,500.00   | 611,000.00             |
| 06/01/2036       |            |        | 305,500.00 | 305,500.00   |                        |
| 12/01/2036       | 25,000.00  | 5.000% | 305,500.00 | 330,500.00   | 636,000.00             |
| 06/01/2037       |            |        | 304,875.00 | 304,875.00   |                        |
| 12/01/2037       | 30,000.00  | 5.000% | 304,875.00 | 334,875.00   | 639,750.00             |
| 06/01/2038       |            |        | 304,125.00 | 304,125.00   |                        |
| 12/01/2038       | 55,000.00  | 5.000% | 304,125.00 | 359,125.00   | 663,250.00             |
| 06/01/2039       |            |        | 302,750.00 | 302,750.00   |                        |
| 12/01/2039       | 60,000.00  | 5.000% | 302,750.00 | 362,750.00   | 665,500.00             |
| 06/01/2040       |            |        | 301,250.00 | 301,250.00   |                        |
| 12/01/2040       | 90,000.00  | 5.000% | 301,250.00 | 391,250.00   | 692,500.00             |
| 06/01/2041       |            |        | 299,000.00 | 299,000.00   |                        |
| 12/01/2041       | 95,000.00  | 5.000% | 299,000.00 | 394,000.00   | 693,000.00             |
| 06/01/2042       |            |        | 296,625.00 | 296,625.00   |                        |
| 12/01/2042       | 125,000.00 | 5.000% | 296,625.00 | 421,625.00   | 718,250.00             |
| 06/01/2043       |            |        | 293,500.00 | 293,500.00   |                        |
| 12/01/2043       | 130,000.00 | 5.000% | 293,500.00 | 423,500.00   | 717,000.00             |
| 06/01/2044       |            |        | 290,250.00 | 290,250.00   |                        |
| 12/01/2044       | 165,000.00 | 5.000% | 290,250.00 | 455,250.00   | 745,500.00             |
| 06/01/2045       |            |        | 286,125.00 | 286,125.00   |                        |
| 12/01/2045       | 175,000.00 | 5.000% | 286,125.00 | 461,125.00   | 747,250.00             |
| 06/01/2046       |            |        | 281,750.00 | 281,750.00   |                        |
| 12/01/2046       | 215,000.00 | 5.000% | 281,750.00 | 496,750.00   | 778,500.00             |
| 06/01/2047       |            |        | 276,375.00 | 276,375.00   |                        |
| 12/01/2047       | 225,000.00 | 5.000% | 276,375.00 | 501,375.00   | 777,750.00             |
| 06/01/2048       |            |        | 270,750.00 | 270,750.00   |                        |
| 12/01/2048       | 265,000.00 | 5.000% | 270,750.00 | 535,750.00   | 806,500.00             |
| 06/01/2049       |            |        | 264,125.00 | 264,125.00   |                        |
| 12/01/2049       | 280,000.00 | 5.000% | 264,125.00 | 544,125.00   | 808,250.00             |
| 06/01/2050       |            |        | 257,125.00 | 257,125.00   |                        |
| 12/01/2050       | 330,000.00 | 5.000% | 257,125.00 | 587,125.00   | 844,250.00             |
| 06/01/2051       |            |        | 248,875.00 | 248,875.00   |                        |
| 12/01/2051       | 345,000.00 | 5.000% | 248,875.00 | 593,875.00   | 842,750.00             |
| 06/01/2052       |            |        | 240,250.00 | 240,250.00   |                        |
| 12/01/2052       | 395,000.00 | 5.000% | 240,250.00 | 635,250.00   | 875,500.00             |
| 06/01/2053       |            |        | 230,375.00 | 230,375.00   |                        |
| 12/01/2053       | 415,000.00 | 5.000% | 230,375.00 | 645,375.00   | 875,750.00             |
| 06/01/2054       |            |        | 220,000.00 | 220,000.00   |                        |
| 12/01/2054       | 470,000.00 | 5.000% | 220,000.00 | 690,000.00   | 910,000.00             |
| 06/01/2055       |            |        | 208,250.00 | 208,250.00   |                        |
| 12/01/2055       | 495,000.00 | 5.000% | 208,250.00 | 703,250.00   | 911,500.00             |
| 06/01/2056       |            |        | 195,875.00 | 195,875.00   |                        |
| 12/01/2056       | 555,000.00 | 5.000% | 195,875.00 | 750,875.00   | 946,750.00             |
| 06/01/2057       |            |        | 182,000.00 | 182,000.00   |                        |
| 12/01/2057       | 585,000.00 | 5.000% | 182,000.00 | 767,000.00   | 949,000.00             |

## BOND DEBT SERVICE

**KIME RANCH METROPOLITAN DISTRICT  
DOUGLAS COUNTY, COLORADO  
GENERAL OBLIGATION BONDS, SERIES 2024  
60.243 (target) District Mills + 5.285 (target) Town Capital & Maintenance Mills  
Non-Rated, 5.00%, 100x, 2064 Final Maturity  
(SERVICE PLAN: Full Growth + 4.00% Bi-Reassessment Projections)**

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Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
06/01/2058			167,375.00	167,375.00	
12/01/2058	650,000.00	5.000%	167,375.00	817,375.00	984,750.00
06/01/2059			151,125.00	151,125.00	
12/01/2059	685,000.00	5.000%	151,125.00	836,125.00	987,250.00
06/01/2060			134,000.00	134,000.00	
12/01/2060	755,000.00	5.000%	134,000.00	889,000.00	1,023,000.00
06/01/2061			115,125.00	115,125.00	
12/01/2061	795,000.00	5.000%	115,125.00	910,125.00	1,025,250.00
06/01/2062			95,250.00	95,250.00	
12/01/2062	875,000.00	5.000%	95,250.00	970,250.00	1,065,500.00
06/01/2063			73,375.00	73,375.00	
12/01/2063	920,000.00	5.000%	73,375.00	993,375.00	1,066,750.00
06/01/2064			50,375.00	50,375.00	
12/01/2064	2,015,000.00	5.000%	50,375.00	2,065,375.00	2,115,750.00
	12,220,000.00		20,013,750.00	32,233,750.00	32,233,750.00

NET DEBT SERVICE

**KIME RANCH METROPOLITAN DISTRICT
DOUGLAS COUNTY, COLORADO
GENERAL OBLIGATION BONDS, SERIES 2024
60.243 (target) District Mills + 5.285 (target) Town Capital & Maintenance Mills
Non-Rated, 5.00%, 100x, 2064 Final Maturity
(SERVICE PLAN: Full Growth + 4.00% Bi-Reassessment Projections)**

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| Period<br>Ending | Principal     | Interest      | Total<br>Debt Service | Debt Service<br>Reserve Fund | Capitalized<br>Interest Fund | Net<br>Debt Service |
|------------------|---------------|---------------|-----------------------|------------------------------|------------------------------|---------------------|
| 12/01/2025       |               | 611,000.00    | 611,000.00            |                              | 611,000.00                   |                     |
| 12/01/2026       |               | 611,000.00    | 611,000.00            |                              | 611,000.00                   |                     |
| 12/01/2027       |               | 611,000.00    | 611,000.00            |                              | 152,750.00                   | 458,250.00          |
| 12/01/2028       |               | 611,000.00    | 611,000.00            |                              |                              | 611,000.00          |
| 12/01/2029       |               | 611,000.00    | 611,000.00            |                              |                              | 611,000.00          |
| 12/01/2030       |               | 611,000.00    | 611,000.00            |                              |                              | 611,000.00          |
| 12/01/2031       |               | 611,000.00    | 611,000.00            |                              |                              | 611,000.00          |
| 12/01/2032       |               | 611,000.00    | 611,000.00            |                              |                              | 611,000.00          |
| 12/01/2033       |               | 611,000.00    | 611,000.00            |                              |                              | 611,000.00          |
| 12/01/2034       |               | 611,000.00    | 611,000.00            |                              |                              | 611,000.00          |
| 12/01/2035       |               | 611,000.00    | 611,000.00            |                              |                              | 611,000.00          |
| 12/01/2036       | 25,000.00     | 611,000.00    | 636,000.00            |                              |                              | 636,000.00          |
| 12/01/2037       | 30,000.00     | 609,750.00    | 639,750.00            |                              |                              | 639,750.00          |
| 12/01/2038       | 55,000.00     | 608,250.00    | 663,250.00            |                              |                              | 663,250.00          |
| 12/01/2039       | 60,000.00     | 605,500.00    | 665,500.00            |                              |                              | 665,500.00          |
| 12/01/2040       | 90,000.00     | 602,500.00    | 692,500.00            |                              |                              | 692,500.00          |
| 12/01/2041       | 95,000.00     | 598,000.00    | 693,000.00            |                              |                              | 693,000.00          |
| 12/01/2042       | 125,000.00    | 593,250.00    | 718,250.00            |                              |                              | 718,250.00          |
| 12/01/2043       | 130,000.00    | 587,000.00    | 717,000.00            |                              |                              | 717,000.00          |
| 12/01/2044       | 165,000.00    | 580,500.00    | 745,500.00            |                              |                              | 745,500.00          |
| 12/01/2045       | 175,000.00    | 572,250.00    | 747,250.00            |                              |                              | 747,250.00          |
| 12/01/2046       | 215,000.00    | 563,500.00    | 778,500.00            |                              |                              | 778,500.00          |
| 12/01/2047       | 225,000.00    | 552,750.00    | 777,750.00            |                              |                              | 777,750.00          |
| 12/01/2048       | 265,000.00    | 541,500.00    | 806,500.00            |                              |                              | 806,500.00          |
| 12/01/2049       | 280,000.00    | 528,250.00    | 808,250.00            |                              |                              | 808,250.00          |
| 12/01/2050       | 330,000.00    | 514,250.00    | 844,250.00            |                              |                              | 844,250.00          |
| 12/01/2051       | 345,000.00    | 497,750.00    | 842,750.00            |                              |                              | 842,750.00          |
| 12/01/2052       | 395,000.00    | 480,500.00    | 875,500.00            |                              |                              | 875,500.00          |
| 12/01/2053       | 415,000.00    | 460,750.00    | 875,750.00            |                              |                              | 875,750.00          |
| 12/01/2054       | 470,000.00    | 440,000.00    | 910,000.00            |                              |                              | 910,000.00          |
| 12/01/2055       | 495,000.00    | 416,500.00    | 911,500.00            |                              |                              | 911,500.00          |
| 12/01/2056       | 555,000.00    | 391,750.00    | 946,750.00            |                              |                              | 946,750.00          |
| 12/01/2057       | 585,000.00    | 364,000.00    | 949,000.00            |                              |                              | 949,000.00          |
| 12/01/2058       | 650,000.00    | 334,750.00    | 984,750.00            |                              |                              | 984,750.00          |
| 12/01/2059       | 685,000.00    | 302,250.00    | 987,250.00            |                              |                              | 987,250.00          |
| 12/01/2060       | 755,000.00    | 268,000.00    | 1,023,000.00          |                              |                              | 1,023,000.00        |
| 12/01/2061       | 795,000.00    | 230,250.00    | 1,025,250.00          |                              |                              | 1,025,250.00        |
| 12/01/2062       | 875,000.00    | 190,500.00    | 1,065,500.00          |                              |                              | 1,065,500.00        |
| 12/01/2063       | 920,000.00    | 146,750.00    | 1,066,750.00          |                              |                              | 1,066,750.00        |
| 12/01/2064       | 2,015,000.00  | 100,750.00    | 2,115,750.00          | 1,007,304.69                 |                              | 1,108,445.31        |
|                  | 12,220,000.00 | 20,013,750.00 | 32,233,750.00         | 1,007,304.69                 | 1,374,750.00                 | 29,851,695.31       |

## CALL PROVISIONS

**KIME RANCH METROPOLITAN DISTRICT  
DOUGLAS COUNTY, COLORADO  
GENERAL OBLIGATION BONDS, SERIES 2024  
60.243 (target) District Mills + 5.285 (target) Town Capital & Maintenance Mills  
Non-Rated, 5.00%, 100x, 2064 Final Maturity  
(SERVICE PLAN: Full Growth + 4.00% Bi-Reassessment Projections)**

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Call Table: CALL

Call Date	Call Price
12/01/2029	103.00
12/01/2030	102.00
12/01/2031	101.00
12/01/2032	100.00

BOND SOLUTION

KIME RANCH METROPOLITAN DISTRICT
DOUGLAS COUNTY, COLORADO
GENERAL OBLIGATION BONDS, SERIES 2024
60.243 (target) District Mills + 5.285 (target) Town Capital & Maintenance Mills
Non-Rated, 5.00%, 100x, 2064 Final Maturity
(SERVICE PLAN: Full Growth + 4.00% Bi-Reassessment Projections)

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| Period<br>Ending | Proposed<br>Principal | Proposed<br>Debt Service | Debt Service<br>Adjustments | Total Adj<br>Debt Service | Revenue<br>Constraints | Unused<br>Revenues | Debt Service<br>Coverage |
|------------------|-----------------------|--------------------------|-----------------------------|---------------------------|------------------------|--------------------|--------------------------|
| 12/01/2025       |                       | 611,000                  | -611,000                    |                           | 172,470                | 172,470            |                          |
| 12/01/2026       |                       | 611,000                  | -611,000                    |                           | 458,668                | 458,668            |                          |
| 12/01/2027       |                       | 611,000                  | -152,750                    | 458,250                   | 589,110                | 130,860            | 128.56%                  |
| 12/01/2028       |                       | 611,000                  |                             | 611,000                   | 612,835                | 1,835              | 100.30%                  |
| 12/01/2029       |                       | 611,000                  |                             | 611,000                   | 612,835                | 1,835              | 100.30%                  |
| 12/01/2030       |                       | 611,000                  |                             | 611,000                   | 637,508                | 26,508             | 104.34%                  |
| 12/01/2031       |                       | 611,000                  |                             | 611,000                   | 637,508                | 26,508             | 104.34%                  |
| 12/01/2032       |                       | 611,000                  |                             | 611,000                   | 663,169                | 52,169             | 108.54%                  |
| 12/01/2033       |                       | 611,000                  |                             | 611,000                   | 663,169                | 52,169             | 108.54%                  |
| 12/01/2034       |                       | 611,000                  |                             | 611,000                   | 689,855                | 78,855             | 112.91%                  |
| 12/01/2035       |                       | 611,000                  |                             | 611,000                   | 689,855                | 78,855             | 112.91%                  |
| 12/01/2036       | 25,000                | 636,000                  |                             | 636,000                   | 717,610                | 81,610             | 112.83%                  |
| 12/01/2037       | 30,000                | 639,750                  |                             | 639,750                   | 717,610                | 77,860             | 112.17%                  |
| 12/01/2038       | 55,000                | 663,250                  |                             | 663,250                   | 746,474                | 83,224             | 112.55%                  |
| 12/01/2039       | 60,000                | 665,500                  |                             | 665,500                   | 746,474                | 80,974             | 112.17%                  |
| 12/01/2040       | 90,000                | 692,500                  |                             | 692,500                   | 776,493                | 83,993             | 112.13%                  |
| 12/01/2041       | 95,000                | 693,000                  |                             | 693,000                   | 776,493                | 83,493             | 112.05%                  |
| 12/01/2042       | 125,000               | 718,250                  |                             | 718,250                   | 807,713                | 89,463             | 112.46%                  |
| 12/01/2043       | 130,000               | 717,000                  |                             | 717,000                   | 807,713                | 90,713             | 112.65%                  |
| 12/01/2044       | 165,000               | 745,500                  |                             | 745,500                   | 840,181                | 94,681             | 112.70%                  |
| 12/01/2045       | 175,000               | 747,250                  |                             | 747,250                   | 840,181                | 92,931             | 112.44%                  |
| 12/01/2046       | 215,000               | 778,500                  |                             | 778,500                   | 873,948                | 95,448             | 112.26%                  |
| 12/01/2047       | 225,000               | 777,750                  |                             | 777,750                   | 873,948                | 96,198             | 112.37%                  |
| 12/01/2048       | 265,000               | 806,500                  |                             | 806,500                   | 909,066                | 102,566            | 112.72%                  |
| 12/01/2049       | 280,000               | 808,250                  |                             | 808,250                   | 909,066                | 100,816            | 112.47%                  |
| 12/01/2050       | 330,000               | 844,250                  |                             | 844,250                   | 945,589                | 101,339            | 112.00%                  |
| 12/01/2051       | 345,000               | 842,750                  |                             | 842,750                   | 945,589                | 102,839            | 112.20%                  |
| 12/01/2052       | 395,000               | 875,500                  |                             | 875,500                   | 983,573                | 108,073            | 112.34%                  |
| 12/01/2053       | 415,000               | 875,750                  |                             | 875,750                   | 983,573                | 107,823            | 112.31%                  |
| 12/01/2054       | 470,000               | 910,000                  |                             | 910,000                   | 1,023,075              | 113,075            | 112.43%                  |
| 12/01/2055       | 495,000               | 911,500                  |                             | 911,500                   | 1,023,075              | 111,575            | 112.24%                  |
| 12/01/2056       | 555,000               | 946,750                  |                             | 946,750                   | 1,064,158              | 117,408            | 112.40%                  |
| 12/01/2057       | 585,000               | 949,000                  |                             | 949,000                   | 1,064,158              | 115,158            | 112.13%                  |
| 12/01/2058       | 650,000               | 984,750                  |                             | 984,750                   | 1,106,885              | 122,135            | 112.40%                  |
| 12/01/2059       | 685,000               | 987,250                  |                             | 987,250                   | 1,106,885              | 119,635            | 112.12%                  |
| 12/01/2060       | 755,000               | 1,023,000                |                             | 1,023,000                 | 1,151,320              | 128,320            | 112.54%                  |
| 12/01/2061       | 795,000               | 1,025,250                |                             | 1,025,250                 | 1,151,320              | 126,070            | 112.30%                  |
| 12/01/2062       | 875,000               | 1,065,500                |                             | 1,065,500                 | 1,197,533              | 132,033            | 112.39%                  |
| 12/01/2063       | 920,000               | 1,066,750                |                             | 1,066,750                 | 1,197,533              | 130,783            | 112.26%                  |
| 12/01/2064       | 2,015,000             | 2,115,750                | -1,007,305                  | 1,108,445                 | 1,245,594              | 137,149            | 112.37%                  |
|                  | 12,220,000            | 32,233,750               | -2,382,055                  | 29,851,695                | 33,959,813             | 4,108,117          |                          |

## EXHIBIT G

### Indemnification Letters

1. Developer's Letter

\_\_\_\_\_, 2023

Town of Parker  
20120 E. Mainstreet  
Parker, CO 80138-7334

**RE: Kime Ranch 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 Kime Ranch 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,

Century Land Holdings, LLC, Developer

By: \_\_\_\_\_

Title: \_\_\_\_\_

2. District's Letter

\_\_\_\_\_, 2023

Town of Parker  
20120 E. Mainstreet  
Parker, CO 80138-7334

**RE: Kime Ranch Metropolitan District**

To the Town Council:

This Indemnification Letter (the "Letter") is delivered by the Kime Ranch 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,

Kime Ranch Metropolitan District

By: \_\_\_\_\_  
President

Attest:

By: \_\_\_\_\_  
Secretary

## **EXHIBIT H**

### Intergovernmental Agreement

**TOWN OF PARKER**  
**MODEL INTERGOVERNMENTAL AGREEMENT**  
**BETWEEN THE TOWN OF PARKER, COLORADO AND**  
**KIME RANCH METROPOLITAN DISTRICT**

THIS **AGREEMENT** (the “**Agreement**”) is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the **TOWN OF PARKER**, a home rule municipal corporation of the State of Colorado (the “**Town**”), and the **KIME RANCH 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 Service Plan approved by the Town on \_\_\_\_\_, 2023 (the “**Service Plan**”); and

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

WHEREAS, the Town entered into that certain \_\_\_\_\_ Development Agreement with \_\_\_\_\_ on \_\_\_\_\_, 2023, (the “**Development Agreement**”), which provides in part for the formation of a special taxing district to fund certain public improvements that are necessary and desirable for the development contemplated by the Development Agreement; and

WHEREAS, the parties acknowledge that the Town will have certain infrastructure capital and maintenance needs (“**Town Infrastructure**”) resulting from the development of the property located within the District’s service area (the “**Property**”); and

WHEREAS, in accordance with the provisions of the Service Plan, the District has agreed to levy a property tax of 5 mills that will be used for the planning, design, construction and maintenance of the Town Infrastructure (the “**Town Capital and Maintenance Mill Levy**”), and the District has conducted 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, and in accordance with the provisions of the Service Plan, the District has agreed to levy a property tax of 5 mills (the “**Operation and Maintenance Mill Levy**”) for such purposes; and

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

WHEREAS, the Parties have determined it to be in the best interests of their respective taxpayers, residents and property owners to enter into this Intergovernmental Agreement (“**Agreement**”) 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.

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

2. Operation and Maintenance Mill Levy. The District agrees to impose a property tax of 5 mills, 5 of which shall be used for the ongoing administrative expenses of the District, as set forth on **Exhibit B** to this Agreement.

3. General Provisions Applicable to the Mill Levies. The Town Capital and Maintenance Mill Levy shall be imposed by the District 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 operations and maintenance obligations in a timely and adequate manner. The District acknowledges and agrees that the requirement to levy the Town Capital and Maintenance Mill Levy and the Operation and Maintenance Mill Levy (together, the “**Mill Levies**”) is a material consideration in, and a condition of, the Town’s approval of the District’s Service Plan, and that the Town has relied thereon in approving the District’s Service Plan. The District specifically agrees that the requirement that the District impose the Mill Levies and to utilize the funds as set forth in this Agreement shall be enforceable by the Town by all remedies available at law or in equity, including without limitation affirmative injunctive relief. The District represents and warrants that it has obtained all voter authorizations to enable it to impose the Mill Levies, and to pledge the revenues from the Infrastructure Capital Mill Levy and the Town Capital and Maintenance Mill Levy to the repayment of debt issued by either the District or the Town, if and as applicable.

The District shall remit any revenues from the Mill Levies that are due to the Town 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 “**Kime Ranch Metropolitan District Fund**”). Any revenues from the Mill Levies the District receives after June 30 that are due to the Town shall be remitted to the Town within 30 days of their receipt. The monies in the Kime Ranch 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 Town Infrastructure as further detailed in this Agreement. On a quarterly basis, the Town shall provide to the District an accounting of revenues received from the District attributable to the Mill Levies that are due to the Town, along with an itemization of expenditures made in major categories.

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

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. Total Debt Issuance. The District shall not issue Debt in excess of \$15,668,750 in total aggregate principal amount, provided that such limitation shall not be applicable to refunding Bonds issued by the District to refund outstanding Debt.

11. 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.

12. 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.

13. 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.

14. 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.

15. Annual Report. The District shall submit an annual report ("**Annual Report**") to the Town no later than September 1st of each year following the year in which the Order and Decree creating the District has been issued by the District Court for and in Douglas County, Colorado, pursuant to Parker Municipal Code section 10.11.040 and containing the information set forth in Section VII of the Service Plan.

16. 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 FedEx 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: Kime Ranch Metropolitan District  
c/o McGeady Becher P.C.  
450 East 17<sup>th</sup> Avenue, Suite 400  
Denver, CO 80203  
Phone: (303) 592-4380  
Email: [legalnotices@specialdistrictlaw.com](mailto:legalnotices@specialdistrictlaw.com)

To the Town: Town of Parker  
20120 E. Mainstreet  
Parker, CO 80138-7334  
Attn: Kristin Hoffmann, Town Attorney  
cc: Mary Lou Brown, Finance Director  
Phone: (303) 841-0353  
Fax: (303) 805-3219

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with FedEx 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.

17. Miscellaneous.

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

B. Nonassignability. No party to this Agreement may assign any interest therein to any person without the consent of the other party hereto at that time, and the terms of this Agreement shall inure to the benefit of and be binding upon the respective representatives and successors of each party hereto.

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

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

E. Execution of Documents. This Agreement shall be executed in two (2) counterparts, either of which shall be regarded for all purposes as one original. Each party agrees

that it will execute any and all deeds, instruments, documents, and resolutions or ordinances necessary to give effect to the terms of this Agreement.

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

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

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

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

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

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

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



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

**TOWN OF PARKER, COLORADO**

By: \_\_\_\_\_  
Jeff Toborg, Mayor

ATTEST:

\_\_\_\_\_  
Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Kristin Hoffmann, Town Attorney

**KIME RANCH METROPOLITAN  
DISTRICT**, a quasi-municipal corporation and  
political subdivision of the State of Colorado

By: \_\_\_\_\_  
\_\_\_\_\_, President  
Kime Ranch Metropolitan District

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_, Secretary

## **EXHIBIT A**

### Utilization of Town Capital and Maintenance Mill Levy

Design, construction and maintenance of Town owned facilities and infrastructure within the Service area, which may include utilization as pledged revenue on any obligations issued for such purposes.

## **EXHIBIT B**

### Utilization of Operation and Maintenance Mill Levy

The District's Operation and Maintenance Mill Levy shall be utilized to fund its administrative expenses.

**EXHIBIT 2**  
**Affidavit of Publication**

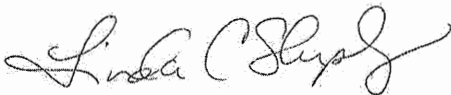
Colorado Community Media  
750 W. Hampden Ave. Suite 225  
Englewood, CO 80110

Kime Ranch Metro District (mcgeady) \*\*  
c/o McGeady Becher P.C.  
450 E. 17th Avenue, Suite 400  
Denver CO 80203-1254

**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 7/27/2023, and that copies of each number of said paper in which said Public Notice was published were delivered by carriers or transmitted by mail to each of the subscribers of said paper, according to their accustomed mode of business in this office.



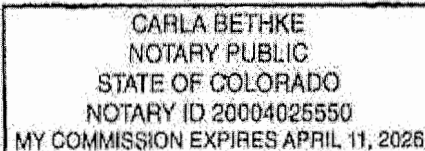
For the Douglas County News-Press

State of Colorado        }  
County of Arapahoe     } ss

The above Affidavit and Certificate of Publication was subscribed and sworn to before me by the above named Linda Shapley, publisher of said newspaper, who is personally known to me to be the identical person in the above certificate on 7/27/2023. Linda Shapley has verified to me that she has adopted an electronic signature to function as her signature on this document.

20004025550-667842

Carla Bethke  
Notary Public  
My commission ends April 11, 2026



Public Notice

NOTICE OF PUBLIC HEARING

NOTICE is hereby given pursuant to Section 32-1-204(1), C.R.S., that on **Monday, August 21, 2023, at 7:00 p.m.**, or as soon as possible thereafter, a public hearing will be conducted. The hearing will be conducted at the Council Chambers of the Parker Town Hall, 20120 E. Mainstreet, in Parker, Colorado, or at such other time and place as this hearing may be continued. A public hearing will be heard upon the application on file with the Parker Town Council, by the Petitioner for the proposed Kime Ranch Metropolitan District (the "District"), for the formation of a metropolitan district. The affected property is generally located north of Mainstreet and approximately between Longs Peak Lane and Parker Vista Circle in Parker, Douglas County, Colorado.

NOTICE IS FURTHER GIVEN that pursuant to Sections 32-1-203(3.5) and 32-1-204(1.5), C.R.S., the owner of real property within the proposed District may file a request with the Parker Town Council, requesting that such real property be excluded from the proposed District. Such request may be filed any time after the Service Plan is filed with the Parker Town Council, but no later than ten (10) days before the day fixed for the hearing on said Service Plan.

**Reason:**

Formation of a Title 32 Special District

Project Name:

Kime Ranch Metropolitan District

Date of Application: June 30, 2023

Type of District: Metropolitan

Legal Notice No. 945763

First Publication: July 27, 2023

Last Publication: July 27, 2023

Publisher: Douglas County News-Press

**EXHIBIT 3**  
**Certificate of Mailing of Notice of Hearing to Property Owners**  
**and Three Mile Radius Entities**

**NOTICE OF PUBLIC HEARING**

NOTICE is hereby given pursuant to Section 32-1-204(1), C.R.S., that on Monday, August 21, 2023, at 7:00 p.m., or as soon as possible thereafter, a public hearing will be conducted. The hearing will be conducted at the Council Chambers of the Parker Town Hall, 20120 E. Mainstreet, in Parker, Colorado, or at such other time and place as this hearing may be continued. A public hearing will be heard upon the application on file with the Parker Town Council, by the Petitioner for the proposed Kime Ranch Metropolitan District (the “**District**”), for the formation of a metropolitan district. The affected property is generally located north of Mainstreet and approximately between Longs Peak Lane and Parker Vista Circle in Parker, Douglas County, Colorado.

NOTICE IS FURTHER GIVEN that pursuant to Sections 32-1-203(3.5) and 32-1-204(1.5), C.R.S., the owner of real property within the proposed District may file a request with the Parker Town Council, requesting that such real property be excluded from the proposed District. Such request may be filed any time after the Service Plan is filed with the Parker Town Council, but no later than ten (10) days before the day fixed for the hearing on said Service Plan.

|                      |                                          |
|----------------------|------------------------------------------|
| Reason:              | Formation of a Title 32 Special District |
| Project Name:        | Kime Ranch Metropolitan District         |
| Date of Application: | June 30, 2023                            |
| Type of District:    | Metropolitan                             |
| Published In:        | Douglas County News-Press                |
|                      | July 27, 2023                            |

## **CERTIFICATE OF MAILING**

I hereby certify that on July 24, 2023, a true and correct copy of the foregoing Notice of Public Hearing on the proposed Service Plan for Kime Ranch Metropolitan District was sent via regular mail to the person(s) and/or entities named on **Exhibit A** attached hereto.

**McGeady Becher P.C**

By: *s/Andrew Bryant*  
Paralegal

## **EXHIBIT A**

### **Mailing List**

Division of Local Government  
1313 Sherman St., Suite 521  
Denver, CO 80203

Regional Transportation District  
1660 Blake Street  
Denver, CO 80202-1399

Douglas County Board of County Commissioners  
c/o Douglas County Finance  
100 Third St.  
Castle Rock, CO 80104

Douglas County Law Enforcement  
100 Third St.  
Castle Rock, CO 80104

Douglas County Re-1 School District  
701 Prairie Hawk Dr.  
Castle Rock, CO 80109

Parker Central Area URP  
20120 E. Mainstreet  
Parker, CO 80138

Overlook Metropolitan District  
c/o McGeady Becher P.C.  
450 E. 17<sup>th</sup> Ave., Ste. 400  
Denver, CO 80203

Reata Ridge Village Metropolitan District Nos. 1-2  
c/o White Bear Ankele Tanaka & Waldron, P.C.  
2154 E. Commons Ave., Ste. 2000  
Centennial, CO 80122

Town of Parker  
20120 E. Mainstreet  
Parker, CO 80138

City of Aurora  
15151 E. Alameda Pkwy, Finance – 5<sup>th</sup> Floor  
Aurora, CO 80012

Urban Drainage & Flood Control District  
2480 W. 26<sup>th</sup> Ave., Ste. 156-B  
Denver, CO 80211

Denver SE Suburban Water & Sanitation District  
5242 Old Schoolhouse Rd.  
Parker, CO 80134

South Metro Fire Rescue Fire Protection District  
9195 E. Mineral Ave.  
Centennial, CO 80112

Parker Water & Sanitation District  
18100 E. Woodman Dr.  
Parker, CO 80134

Cottonwood Water & Sanitation District  
c/o Mulhern MRE Inc.  
188 Inverness Dr. W., Ste. 150  
Englewood, CO 80112

Cottonwood Metropolitan District  
8334 Sandreed Cir.  
Parker, CO 80134

Stonegate North Villages Metropolitan District  
c/o Seter & Vander Wall, P.C.  
7400 E. Orchard Rd., Ste. 3300  
Greenwood Village, CO 80111

Stonegate Village Metropolitan 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  
P.O. Box 688  
Franktown, CO 80116

Canterberry Crossing Metropolitan District Nos. 1 and 2  
c/o CliftonLarsonAllen LLP  
8390 E. Crescent Pkwy, Ste. 300  
Greenwood Village. CO 80111

Cherry Creek South Metropolitan District No. 1  
c/o Professional Community Management Services  
7208 S. Tuscan Way, Ste. 125  
Centennial, CO 80112

Anthology West Metropolitan District No. 2-6  
c/o White Bear Ankele Tanaka & Waldron, P.C.  
2154 E. Commons Ave., Ste. 2000  
Centennial, CO 80122

Cherry Creek Basin Water Quality Authority  
P.O. Box 3166  
Centennial, CO 80161



Douglas Public Library District  
100 S. Wilcox St.  
Castle Rock, CO 80104

Urban Drainage & Flood South Platte  
2480 W. 26<sup>th</sup> Ave., Ste. 156-B  
Denver, CO 80211

RockingHorse Metropolitan District No. 1  
c/o White Bear Ankele Tanaka & Waldron, P.C.  
2154 E. Commons Ave., Ste. 2000  
Centennial, CO 80122

Inspiration Metropolitan District  
c/o White Bear Ankele Tanaka & Waldron, P.C.  
2154 E. Commons Ave., Ste. 2000  
Centennial, CO 80122

Lincoln Meadows Metropolitan District  
c/o Strawberry Holdings Inc.  
9068 Forsstrom Dr., #C-1  
Lone Tree, CO 80124

Antelope Heights Metropolitan District  
c/o CliftonLarsonAllen LLP  
8390 E. Crescent Pkwy, Ste. 300  
Greenwood Village, CO 80111

Kings Point South Metropolitan District No. 2  
c/o White Bear Ankele Tanaka & Waldron, P.C.  
2154 E. Commons Ave., Ste. 2000  
Centennial, CO 80122

Horse Creek Metropolitan District  
c/o Special District Management Services, Inc.  
141 Union Blvd., Ste. 150  
Lakewood, CO 80228

Pine Bluffs Metropolitan District  
c/o Koelbel and Company  
5291 E. Yale Ave., Denver, CO 80222

Reata North Metropolitan District  
c/o Collins Cockrel & Cole P.C.  
390 Union Blvd., Ste. 400  
Denver, CO 80228

Parker Automotive Metropolitan District  
c/o White Bear Ankele Tanaka & Waldron, P.C.  
2154 E. Commons Ave., Ste. 2000  
Centennial, CO 80122

Olde Town Metropolitan District  
c/o Community Resources Services of CO LLC  
7995 E. Prentice Ave., Ste. 103E  
Greenwood Village, CO 80111

Neu Towne Metropolitan District  
c/o Simmons & Wheeler, P.C.  
304 Inverness Way S., Ste. 490  
Englewood, CO 80112

Cherry Creek South Metropolitan District Nos. 4, 6, 10,  
and 11  
c/o White Bear Ankele Tanaka & Waldron, P.C.  
2154 E. Commons Ave., Ste. 2000  
Centennial, CO 80122

Lincoln Creek Metropolitan District  
c/o Spencer Fane LLP  
1700 Lincoln St., Ste. 2000  
Denver, CO 80203-4554

Reata South Metropolitan District  
c/o Collins Cockrel & Cole P.C.  
390 Union Blvd., Ste. 400  
Lakewood, CO 80228

Horseshoe Ridge Metropolitan District Nos. 1-3  
c/o Spencer Fane LLP  
1700 Lincol St., Ste. 2000  
Denver, CO 80203-4554

Jordan Crossing Metropolitan District  
c/o Special District Management Services, Inc.  
141 Union Blvd., Ste. 150  
Lakewood, CO 80228-1898

Tallman Gulch Metropolitan District  
c/o Community Resource Services of CO LLC  
7995 E. Prentice Ave., Ste. 103E  
Greenwood Village, CO 80111

Westcreek Metropolitan District Nos. 1-2  
c/o Norton & Smith P.C.  
1331 17<sup>th</sup> St., Ste. 500  
Denver, CO 80202

Overlook at Kings Point South Metropolitan District  
c/o Cockrel Ela Glesne Greher & Ruhland  
390 Union Blvd., Ste. 400  
Lakewood, CO 80228

Villas Metropolitan District  
c/o Teleos Management  
191 University Blvd., #358  
Denver, CO 80206

Robinson Ranch Metropolitan District  
c/o Community Resource Services of CO LLC  
7995 E. Prentice Ave., Ste. 103E  
Greenwood Village, CO 80111

Village on the Green Metropolitan District No. 1  
c/o Spencer Fane LLP  
1700 Lincoln St., Ste. 2000  
Denver, CO 80203-4554

Cottonwood Commercial Area URP  
20120 E. Mainstreet  
Parker, CO 80138

Parker Road Area URP  
20120 E. Mainstreet  
Parker, CO 80138

Salisbury Heights Metropolitan District  
c/o CliftonLarsonAllen LLP  
8390 E. Crescent Pkwy, Ste. 300  
Greenwood Village, CO 80111

Cottonwood Highlands Metropolitan District No. 2  
c/o White Bear Ankele Tanaka & Waldron, P.C.  
2154 E. Commons Ave., Ste. 2000  
Centennial, CO 80122

Century Land Holdings LLC  
8390 E Crescent Pkwy, Ste 650  
Greenwood Village, CO 80111-2940



## Request for Town Council Action

**Date:** August 21, 2023

**Submitted By:** Kristin Hoffmann, Town Attorney

**Reviewed By:** Michelle Kivela, Town Manager

**Title:** **ORDINANCE NO. 13.111 - Second Reading**  
**A Bill for an Ordinance to Organize the Downtown Parker Business Improvement District; to Provide for an Appointed Board of Directors of the District and Appoint the Initial Directors Thereto; and Approve the 2023-2024 Operating Plan and Budget for the District**  
**Department: Town Attorney, Kristin Hoffmann**

### **EXECUTIVE SUMMARY**

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This ordinance declares that the Downtown Parker Business Improvement District is organized; provides for an appointed board, to serve at the pleasure of Council; appoints the members of the board; and approves the 2023-2024 operating plan and budget for the district.

### **STAFF RECOMMENDATION**

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Approve

### **BACKGROUND/DISCUSSION**

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Formation of a business improvement district is initiated through the filing of a petition with the Town Clerk. A petition to form the Downtown Parker Business Improvement District was filed with the Town Clerk on July 12, 2023. The petition must be signed by persons who own real property in the service area of the proposed district having a valuation for assessment of not less than 50% of the valuation for assessment of all real property in the proposed service area and who own at least 50% of the acreage in the proposed district. The Town Clerk has determined that the petition was signed by persons who own real property in the service area having 61.7% of the valuation for assessment of all real and personal property in the proposed service area and who own 71.3% of the acreage in the proposed district.

Pursuant to State law, the Downtown Parker BID had determined to NOT include personal property within the boundaries of the proposed BID. For informational purposes, state law allows that a BID can include "contiguous or noncontiguous tracts or parcels of commercial property" (31-25-1208(1)). State law defines commercial property as "any taxable real or personal property which is not classified for property tax purposes as either residential or agricultural." (31-25-1203). The Downtown Parker BID has determined to only include real property within the boundaries of the BID.

The Town Council, as soon as possible after the filing of the petition, shall fix by order the place and time, not less than 20 days nor more than 40 days thereafter, for a hearing. The Town

Council did adopt a resolution on July 17, 2023, setting the public hearing for August 21, 2023. The Town Clerk published notice of the hearing and mailed notice by first class mail to each property owner within the proposed service area and boundaries of the district to their last known address as disclosed by the tax records.

At this hearing, the Town Council will ascertain from the tax rolls the total value of the taxable real property and determine whether the petition was signed by sufficient owners. If the petition is duly signed, the allegations of the organization petition are true, and the services and improvements to be provided best satisfy the purposes of the Act, the Town Council adopts an ordinance declaring the district organized.

The petition proposes, and the ordinance provides for, an appointed board with the following individuals proposed to serve as the initial board of directors. The initial members of the board of directors of the district, who will serve at the pleasure of Town Council, are Tony Mango, Tony DeSimone, Bryan Zehnder, Omar Castillo, and Denise Haack.

An operating plan and budget must be filed with the Town by September 30 of each year. The ordinance approves the operating plan and budget attached below.

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#### **FINANCIAL IMPACT**

None to the Town. The district must hold an election before issuing debt or imposing any taxes on properties included within the district.

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#### **STRATEGIC GOAL(S)**



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#### **ATTACHMENTS**

1. Ordinance No. 13.111
2. Petition Downtown Parker BID
3. Downtown Parker BID Operating Plan & Budget (2023-24)

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#### **RECOMMENDED MOTION**

I move to approve Ordinance No. 13.111 on second reading.

**ORDINANCE NO. 13.111, Series of 2023**

**TITLE: A BILL FOR AN ORDINANCE TO ORGANIZE THE DOWNTOWN PARKER BUSINESS IMPROVEMENT DISTRICT; TO PROVIDE FOR AN APPOINTED BOARD OF DIRECTORS OF THE DISTRICT AND APPOINT THE INITIAL DIRECTORS THERETO; AND APPROVE THE 2023-2024 OPERATING PLAN AND BUDGET FOR THE DISTRICT**

WHEREAS, the Town Council (the “Town Council”) of the Town of Parker, Colorado (the “Town”), has received a petition for the organization of the Downtown Parker Business Improvement District within the Town (the “District”); and

WHEREAS, based upon the petition for organization (the “Petition”) and other evidence presented to the Town Council, the Petition has been signed in conformity with the Business Improvement District Act, Section 31-25-1201, *et seq.*, C.R.S. (the “Act”), the signatures on the Petition are genuine, and the signatures of the petitioners represent the persons who own real or personal property in the service area of the proposed District having a valuation for assessment of not less than fifty percent of the valuation for assessment of all real and personal property in the service area of the proposed District and who own at least fifty percent of the acreage in the proposed District; and

WHEREAS, the petitioners have also caused a copy of the District’s 2023-2024 Operating Plan and Budget (the “2023-2024 Operating Plan and Budget”) to be submitted at the same time as the Petition; and

WHEREAS, all non-commercial property within the boundaries of the District, if any, as required by Section 31-25-1208, C.R.S., are excluded; and

WHEREAS, the petitioners of the proposed District request that the Town designate the territory within the service area of the proposed District as a location for new business or commercial development under Section 31-25-1203(10), C.R.S.; and

WHEREAS, the Petition contains the items required by statute including, among other things:

(a) The name of the proposed District, which is to wit: “Downtown Parker Business Improvement District”;

(b) The proposed District boundaries and service area are generally located along Main Street east of Parker Road in the Town. The District boundaries are the territory of the commercial property, as defined in the Act, within the above service area, but specifically excluding any personal property therein;

(c) A general description of the types of services or improvements or both to be provided by the proposed District;

(d) The names of three persons to represent the petitioners and who have the power to enter into agreements relating to the organization of the District;

(e) A request that the Town Council provide for an appointed Board of Directors of the District and appoint the initial members of the Board of Directors pursuant to Section 31-25-1209(1)(b), C.R.S.;

(f) A request that the Town Council approve the 2023-2024 Operating Plan and Budget;

(g) A request that the Town Council approve the organization of the District; and

WHEREAS, the Town Council has determined that the allegations of the Petition are true; and

WHEREAS, the Petition provided that, upon the request of the Town Council, the petitioners for the proposed District will execute a bond or provide a cash deposit sufficient to cover all expenses anticipated to be incurred by the Town in connection with the proceedings in case the organization of the proposed District is not effected and such requirement, if any, has been met; and

WHEREAS, the service area of the proposed District is located entirely within the Town and is a location for new business or commercial development; and

WHEREAS, the Town Council has determined that the types of services or improvements to be provided by the proposed District are of the type which best satisfy the purposes of the Act; and

WHEREAS, the Town Council has held and concluded a public hearing on August 21, 2023 at 7:00 p.m. following due notice of such hearing as required by law.

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

Section 1. The foregoing recitals are incorporated herein by reference and adopted as findings and determinations of the Town Council.

Section 2. Pursuant to its authority to organize business improvement districts under the Act, and specifically Section 31-25-1207(5), C.R.S., the Town Council, as the governing body of the Town, hereby adjudicates all questions of jurisdiction to find that jurisdiction is vested in the Town Council to organize the business improvement district described in the Petition submitted by the petitioners for the District.

Section 3. The District is hereby created, organized, and established for the purposes and shall have the powers set forth in the Act, except as otherwise modified in this ordinance. All services and improvements the District will provide shall be undertaken in accordance with the Act and the District's operating plan, as the same may be amended from time to time.

Section 4. The Town Council hereby declares the area within the District to be a location designated by the Town as a location for new business or commercial development. The District shall have the service area and boundaries set forth in the attached **Exhibit A**, which consist of all “commercial property” now or hereafter located therein, as that term is defined at Section 31-25-1203(2), C.R.S., but shall at all times specifically exclude all taxable personal property. The District may provide services and improvements inside and outside of its service area and boundaries as set forth in the District’s operating plan. A map of the service area and boundaries of the District is attached as **Exhibit B**. Inclusion and exclusion of property into or from the District shall be completed as provided in the Act.

Section 5. The District shall be a quasi-municipal corporation and political subdivision of the State of Colorado with all powers and responsibilities thereof. The District shall hereafter have the corporate name specified in the Petition: Downtown Parker Business Improvement District.

Section 6. Pursuant to Section 31-25-1209(1)(b), C.R.S., the Board of Directors of the District (the “Board”) shall consist of five (5) members appointed by the Town Council and serving at the pleasure of the Town Council, and each member of the Board shall be an elector of the District, as that term is defined at Section 31-25-1203(4)(a), C.R.S. The Town Council hereby appoints the following five initial members of the Board of Directors of the District to serve at the pleasure of the Town Council:

1. Tony Mango
2. Tony DeSimone
3. Bryan Zehnder
4. Omar Castillo
5. Denise Haack

All future appointments to the Board may be made by resolution of the Town Council and need not be made by ordinance.

Section 7. Each member of the Board, within thirty days after his or her appointment, except for good cause shown, shall appear before an officer or other person authorized to administer oaths and take an oath that he or she will faithfully perform the duties of his or her office as required by law and will support the constitution of the United States, the constitution of the state of Colorado, and the laws made pursuant thereto. The Board shall carry out the responsibilities required of such Board by the Act and other applicable law.

Section 8. In accordance with Section 31-25-1211, C.R.S., the 2023-2024 Operating Plan and Budget is hereby approved. Beginning in 2024 (for use in 2025) and each year thereafter, an annual operating plan and budget will be submitted to the Town Clerk on or before September 30 of each year for the approval of the Town Council, in accordance with Section 31-25-1211, C.R.S. The District is authorized to proceed with an election in November 2023.

Section 9. The actions of the Town Clerk in setting and providing public notice of the public hearing on the Petition, and in furtherance hereof are hereby ratified and confirmed.



Section 10. All acts, orders, resolutions, ordinances, or parts thereof, in conflict with this Ordinance are hereby repealed, except that this section shall not be construed so as to revive any act, order, resolution, or ordinance, or part thereof previously repealed.

Section 11. 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 12. 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 13. This Ordinance shall become effective ten (10) days after final publication.

INTRODUCED AND PASSED ON FIRST READING this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Jeff Toborg, Mayor

ATTEST:

\_\_\_\_\_  
Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Jeff Toborg, Mayor

ATTEST:

\_\_\_\_\_  
Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Kristin Hoffmann, Town Attorney

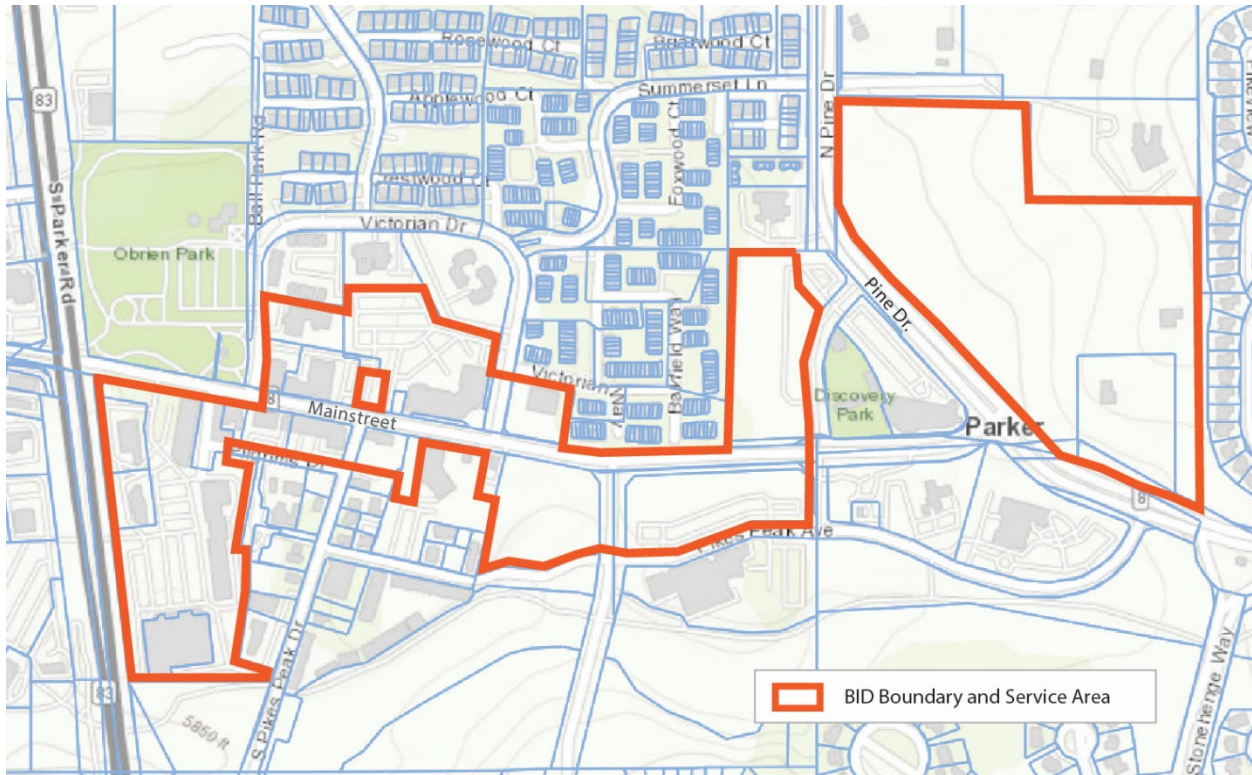
## EXHIBIT A

### Legal Description of the Service Area and Boundaries of the Downtown Parker Business Improvement District

| Owner Name                         | Street Address             | Legal Description                                                                                                                           | Parcel No.      |
|------------------------------------|----------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
| 19420 MAIN LLC                     | 19420 E MAINSTREET         | LOT 1 PARKER GARAGE 0.22 AM/L                                                                                                               | 2233-221-18-001 |
| 20 MILE CENTRAL LLLP               | 19553 E MAINSTREET         | LOT 2 BLK 1 PARKER CENTRAL AREA FLG 8 4TH AMD 0.908 AM/L                                                                                    | 2233-221-03-019 |
| 20 MILE CENTRAL LLLP               | 19501 E MAINSTREET         | LOT 1 BLK 1 PARKER CENTRAL AREA FLG 8 4TH AMD 0.387 AM/L                                                                                    | 2233-221-03-018 |
| ABDALLA I SULEIMAN                 | 19550 E MAINSTREET         | TR IN NE1/4 22-6-66 0.559 AM/L<br>AKA PARCEL 3 TOWN OF PARKER 368-220                                                                       | 2233-221-00-032 |
| ANDREW K CHANOS & MARILYN A CHANOS | 19402 E MAINSTREET         | TR IN SW1/4NE1/4 22-6-66 .534 AM/L TOWN OF PARKER (23261.04 SF)                                                                             | 2233-221-00-034 |
| BONBECK PARKER LLC                 | 11000 S PARKER RD 105      | PT LOT 3 REPLAT OF PARKER CENTRAL AREA #5 0.954 AM/L                                                                                        | 2233-221-06-008 |
| BONBECK PARKER LLC                 | 10970 S PARKER RD          | MOST LOT 3 REPLAT OF PARKER CENTRAL AREA #5 7.715 AM/L                                                                                      | 2233-221-06-007 |
| CD PARKER LLC                      | No official address listed | PART TRACT IN W1/2NW1/4 23-6-66 24.173 AM/L RLTD\MTD R0619269 R0619271 & R0619276 (PT PINE CURVE PROPERTY)                                  | 2233-232-00-027 |
| CD PARKER LLC                      | No official address listed | LOT 4 MAINSTREET & PINE MARKETPLACE 4TH AMD                                                                                                 | 2233-221-14-005 |
| CD PARKER LLC                      | No official address listed | LOT 2B CIVIC CENTER 1 2ND AMD EXEMPTION                                                                                                     | 2233-221-15-004 |
| CD PARKER LLC                      | No official address listed | LOT 2A CIVIC CENTER 1 2ND AMD EXEMPTION 1.418 AM/L                                                                                          | 2233-221-15-003 |
| CD PARKER LLC                      | 19801 E MAINSTREET         | LOT 1A1 PARKER CENTRAL AREA 1 AMD 2 0.911 AM/L                                                                                              | 2233-221-20-001 |
| CD PARKER LLC                      | 19640 E MAINSTREET         | LOT 1B MAINSTREET CENTER 1ST AMD 0.344 AM/L                                                                                                 | 2233-221-19-004 |
| CD PARKER LLC                      | No official address listed | PART TRACT IN W1/2NW1/4 23-6-66 AKA PT UNBUILT ROW IN ROWLEY DOWNS 0.46 AM/L RLTD\MTD R0619269 R0619271 & R0619274 (PT PINE CURVE PROPERTY) | 2233-232-00-029 |
| FIRST NATIONAL BANK OF PARKER      | 10900 S PARKER RD          | LOT 1 BLK 1 PARKER CENTRAL AREA #5 REPLAT 0.9158 AM/L                                                                                       | 2233-221-06-001 |
| H & A EDUCATIONAL ENTERPRISES LLC  | 10750 VICTORIAN DR         | LOT 4 PARKER CENTRAL AREA 8 1ST AMD REPLAT OF LOT 3 1.00 AM/L                                                                               | 2233-221-03-006 |

| Owner Name                                   | Street Address             | Legal Description                                                 | Parcel No.      |
|----------------------------------------------|----------------------------|-------------------------------------------------------------------|-----------------|
| JERRY R COOPER & BETTY L COOPER LIVING TRUST | 19600 E MAINSTREET         | LOT 1 PARKER MAINSTREET STUDIO 1 0.52 AM/L                        | 2233-221-21-001 |
| MCDONALDS USA LLC                            | 10950 S PARKER RD          | LOT 2 BLK 1 PARKER CENTRAL AREA #5 REPLAT 0.701 AM/L              | 2233-221-06-002 |
| MOUNTAIN ELK RIDGE LLC, and CAIS FUTURES LLC | 19751 E MAINSTREET         | LOT 3 BLK 1 PARKER CENTRAL AREA FLG 8 4TH AMD 3.996 AM/L          | 2233-221-03-020 |
| MOUNTAIN ELK RIDGE LLC, and CAIS FUTURES LLC | No official address listed | TR IN NE1/4 22-6-66. 0.072 AM/L TOWN OF PARKER                    | 2233-221-00-011 |
| PARKER ACQUISITION LLC                       | No official address listed | TRACT A-1 PARKER TOWN CENTER FIRST AMENDMENT EXEMPTION 3.055 AM/L | 2233-221-07-010 |
| PARKER MAINSTREET EXCHANGE LLC               | 19590 E MAINSTREET 110     | 2 TRACTS IN NE1/4 22-6-66 0.693 AM/L TOWN OF PARKER               | 2233-221-22-001 |
| THOM COOK & ASSOCIATES LLC                   | 19690 E MAINSTREET         | LOT 2 MAINSTREET CENTER 0.226 AM/L                                | 2233-221-19-002 |

**EXHIBIT B**  
**Map of the Area within the**  
**Downtown Parker Business Improvement District Boundaries and Service Area**



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IT IS AGAINST THE LAW:**

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Do not sign this petition unless you are a person who owns real or personal property in the service area of the proposed district.

Do not sign this petition unless you have read and have had read to you the petition in its entirety and understand its meaning.

**PETITION FOR THE ORGANIZATION  
OF THE  
DOWNTOWN PARKER BUSINESS IMPROVEMENT DISTRICT  
WITHIN THE TOWN OF PARKER, COLORADO**

The undersigned (the "Petitioners") owners of taxable real or personal property within the proposed service area described in **Exhibit A**, attached hereto and made a part hereof, (the "Service Area"), hereby petition the Town Council of the Town of Parker, Colorado (the "Town") for the organization of the **Downtown Parker Business Improvement District** (the "District") in accordance with the provisions of the Business Improvement District Act, Part 12 of Article 25 of Title 31, C.R.S. In support of this petition (the "Petition"), Petitioners state the following:

(a) The name of the District shall be the **Downtown Parker Business Improvement District**.

(b) A description of the boundaries and service area of the District is in the attached **Exhibit A**. The service area shall be the commercial property within these general boundaries. Pursuant to Section 31-12-1203(10), C.R.S., the proposed service area includes property that the Petitioners request that the Town, following a notice and a public hearing, designate as a location for new business or commercial development.

(c) A general description of the types of services or improvements or both to be provided by the District includes, but is not limited to:

The acquisition, construction, completion, installation, replacement and/or operation and maintenance of all of the services and improvements allowed under Colorado law for business improvement districts, including "Improvements" as that term is defined in Section 31-25-1203(5), C.R.S., services as described in Section 31-25-1212(1)(f), C.R.S., and other powers granted to such districts under Section 31-25-1212, C.R.S.

(d) The names of three persons to represent the Petitioners, who have the power to enter into agreements relating to the organization of the District are:

1. Tony Mango
2. Omar Castillo
3. Kristopher Schnell

**RECEIVED**

**JUL 12 2023**

TOWN CLERK  
TOWN OF PARKER

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(e) Pursuant to Section 31-25-1205(2), C.R.S., this petition is signed by the person or persons who own real or personal property in the service area of the District having a valuation for assessment of not less than fifty percent (50%) of the valuation for the assessment of all real and personal property in the service area of the District, and who own at least fifty percent (50%) of the acreage in the District.

(f) Pursuant to Section 31-25-1205(3), C.R.S., if required by the Town, this petition is accompanied by a bond with security approved by the governing body or a cash deposit sufficient to cover all expenses connected with the proceedings in case the organization of the District is not affected. If at any time during the organization proceedings the Town determines that the bond first executed or the amount of the cash deposited is insufficient in amount, it may require the Petitioners to execute an additional bond or the deposit of additional cash within a time to be fixed, not less than ten (10) days thereafter, and the Petitioners acknowledge that upon failure of the Petitioners to file or deposit the same, the petition may be dismissed.

(g) Pursuant to Section 31-25-1209(1)(b), C.R.S., the Town may provide by ordinance for a board of directors of the District consisting of five (5) members. The five-member Board of Directors of the proposed District will be appointed by the Town and will serve at the pleasure of the Town. The Petitioners request that the Town pass such an ordinance and that the initial board of directors be the following electors of the District:

1. Tony Mango
2. Tony DeSimone
3. Bryan Zehnder
4. Omar Castillo
5. Denise Haack

Each member shall fulfill all statutory requirements prior to undertaking official duties.

(h) Pursuant to Section 31-25-1213, C.R.S., the board of directors of the District shall have the power to issue indebtedness and to levy and collect ad valorem taxes on and against all taxable commercial property within the boundaries of the District in an amount authorized by election and allowed by the operating plan and budget to be approved by the Town. The board of directors shall, in accordance with Sections 31-25-1214 and 39-5-128, C.R.S., certify the mill levy to the Douglas County Board of County Commissioners as appropriate.

(i) The board of directors of the District shall have all other powers as may be necessary, convenient, and authorized by statute set forth in the operating plan and budget of the

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District. The District shall file its operating plan and budget by September 30 of each year for approval by the Town as provided by Section 31-25-1211, C.R.S.

THEREFORE, the Petitioners respectfully request that the Town approve the organization of the Downtown Parker Business Improvement District and adopt the ordinance and take the actions requested in the petition to provide for its effective and efficient operation.

*[remainder of page intentionally left blank; signature pages follow]*

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**PETITIONERS:**

**19420 MAIN LLC**, a Colorado limited liability company

/s/:

Name:

Title:

Date of Signing:

**AFFIDAVIT OF AUTHORITY**

I, Brent Walker, do solemnly swear or affirm that I am the owner of **19420 MAIN LLC**, a Colorado limited liability company, the record owner of property located within the service area of the proposed Downtown Parker Business Improvement District, as more particularly described in the foregoing Petition, that I signed the Petition for the formation of said District on behalf of the owner of said property, and that I am authorized to sign the Petition on behalf of the said owner.

Date:

Signature:

**NOTARY**

STATE OF

Colorado

)

) ss.

COUNTY OF

Douglas

)

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 21<sup>st</sup> day of June, 2023, by Brent Walker as owner of 19420 MAIN LLC, a Colorado limited liability company.

My commission expires:

10/19/2025

[SEAL]

Notary Public

*Your signature must be notarized by a Notary Public.*

SENAIDA A. WILKINS  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID# 20094027771  
MY COMMISSION EXPIRES OCT 19, 2025

DN 7820095.1  
DN 7856221.1



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**20 MILE CENTRAL, LLLP**, a Colorado limited liability limited partnership

/s/: [Signature]

Name: Anthony Mango

Title: GENERAL MANAGER

Date of Signing: 6-19-23

**AFFIDAVIT OF AUTHORITY**

I, Anthony Mango, do solemnly swear or affirm that I am the GENERAL MANAGER of **20 MILE CENTRAL, LLLP**, a Colorado limited liability limited partnership, the record owner of property located within the service area of the proposed Downtown Parker Business Improvement District, as more particularly described in the foregoing Petition, that I signed the Petition for the formation of said District on behalf of the owner of said property, and that I am authorized to sign the Petition on behalf of the said owner.

Date: 6-19-23

Signature: [Signature]

**NOTARY**

STATE OF Colorado )  
 ) ss.  
COUNTY OF Douglas )

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 19<sup>th</sup> day of June, 2023, by Anthony Mango as General Manager of **20 MILE CENTRAL, LLLP**, a Colorado limited liability limited partnership.

My commission expires: 10/19/2025

[SEAL]

[Signature]  
Notary Public

*Your signature must be notarized by a Notary Public.*

SENAIDA A. WILKINS  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID# 20094027771  
MY COMMISSION EXPIRES OCT 19, 2025

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**ABDALLA I. SULEIMAN**, an individual

/s/: \_\_\_\_\_

Name: Abdalla I. Suleiman

Title: an individual

Date of Signing: \_\_\_\_\_

*If you do not sign before the Petition Circulator, your signature must be notarized by a Notary Public:*

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was subscribed, sworn to, and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by **ABDALLA I. SULEIMAN**, an individual.

My commission expires: \_\_\_\_\_

[SEAL]

\_\_\_\_\_  
Notary Public

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**ANDREW K. CHANOS AND MARILYN A. CHANOS**, both individuals

/s/: \_\_\_\_\_

Name: Andrew K. Chanos

Title: an individual

Date of Signing: \_\_\_\_\_

/s/: \_\_\_\_\_

Name: Marilyn A. Chanos

Title: an individual

Date of Signing: \_\_\_\_\_

*If you do not sign before the Petition Circulator, your signature must be notarized by a Notary Public:*

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was subscribed, sworn to, and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by **ANDREW K. CHANOS**, an individual.

My commission expires: \_\_\_\_\_

[SEAL]

\_\_\_\_\_  
Notary Public

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was subscribed, sworn to, and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by **MARILYN A. CHANOS**, an individual.

My commission expires: \_\_\_\_\_

[SEAL]

\_\_\_\_\_  
Notary Public

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Date of Signing:\_\_\_\_\_

DN 7820095.1  
DN 7856221.1

**WARNING:**

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Do not sign this petition unless you have read and have had read to you the petition in its entirety and understand its meaning.

**CD-PARKER, LLC**, a Colorado limited liability company

/s/:

Name:

Title:

Date of Signing:

**AFFIDAVIT OF AUTHORITY**

I, Anthony DeSimone, do solemnly swear or affirm that I am the Manager of **CD-PARKER, LLC**, a Colorado limited liability company, the record owner of property located within the service area of the proposed Downtown Parker Business Improvement District, as more particularly described in the foregoing Petition, that I signed the Petition for the formation of said District on behalf of the owner of said property, and that I am authorized to sign the Petition on behalf of the said owner.

Date:

Signature:

**NOTARY**

STATE OF

COUNTY OF

)  
) ss.  
)

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 21<sup>st</sup> day of June, 2023, by Anthony DeSimone as Manager of **CD-PARKER, LLC**, a Colorado limited liability company.

My commission expires:

[SEAL]

Notary Public

CANDACE ANGE  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20194042776  
MY COMMISSION EXPIRES NOVEMBER 12, 2023

*Your signature must be notarized by a Notary Public.*

**For anyone to sign this petition with any name other than one's own or to knowingly sign one's name more than once for the same measure or to knowingly sign the petition when not eligible to do so. Do not sign this petition unless you are a person who owns real or personal property in the service area of the proposed district.**

Date of Signing: \_\_\_\_\_

DN 7820095.1  
DN 7856221.1

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Date of Signing:\_\_\_\_\_

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**MOUNTAIN ELK RIDGE, LLC**, a Colorado limited liability company

By: Brian Zehnder

Name: Brian Zehnder

Title: Managing Partner

Date of Signing: 6/19/23

**AFFIDAVIT OF AUTHORITY**

I, Brian Zehnder, do solemnly swear or affirm that I am the Managing Member of **MOUNTAIN ELK RIDGE, LLC**, a Colorado limited liability company, the record owner of property located within the service area of the proposed Downtown Parker Business Improvement District, as more particularly described in the foregoing Petition, that I signed the Petition for the formation of said District on behalf of the owner of said property, and that I am authorized to sign the Petition on behalf of the said owner.

Date: 6/19/23

Signature: Brian Zehnder

**NOTARY**

STATE OF Colorado

COUNTY OF Douglas

)  
) ss.  
)

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 19<sup>th</sup> day of June, 2023, by Brian Zehnder as Managing Partner of **MOUNTAIN ELK RIDGE, LLC**, a Colorado limited liability company.

My commission expires: 10/19/2025

[SEAL]

Senaída A. Wilkins  
Notary Public

SENAIDA A. WILKINS  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID# 2009402771

MY COMMISSION EXPIRES OCT 19, 2025

*Your signature must be notarized by a Notary Public.*

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CAIS FUTURES, LLC, a Colorado limited liability company

By: Brian Zehnder Nathalie Pawlak

Name: Brian Zehnder NATHALIE PAWLAK

Title: MANAGING MEMBER OF CAIS

Date of Signing: 06/19/23

**AFFIDAVIT OF AUTHORITY**

I, NATHALIE PAWLAK, do solemnly swear or affirm that I am the Managing Member of CAIS FUTURES, LLC, a Colorado limited liability company, the record owner of property located within the service area of the proposed Downtown Parker Business Improvement District, as more particularly described in the foregoing Petition, that I signed the Petition for the formation of said District on behalf of the owner of said property, and that I am authorized to sign the Petition on behalf of the said owner.

Date: 6/19/23

Signature: Nathalie Pawlak

**NOTARY**

STATE OF Colorado )  
 ) ss.  
COUNTY OF Douglas )

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 19<sup>th</sup> day of June, 2023, by Nathalie Pawlak as Managing Member of CAIS FUTURES, LLC, a Colorado limited liability company.

My commission expires: 10/19/2025

[SEAL]

[Signature]  
Notary Public

SENAIDA A. WILKINS  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID# 20094027771  
MY COMMISSION EXPIRES OCT 19, 2025

*Your signature must be notarized by a Notary Public.*

**For anyone to sign this petition with any name other than one's own or to knowingly sign one's name more than once for the same measure or to knowingly sign the petition when not eligible to do so. Do not sign this petition unless you are a person who owns real or personal property in the service area of the proposed district.**

**WARNING:  
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Do not sign this petition unless you have read and have had read to you the petition in its entirety and understand its meaning.

**PARKER MAINSTREET EXCHANGE, LLC**, a Colorado limited liability company

By: [Signature]

Name: Anthony Mango

Title: MANAGER

Date of Signing: 6-19-23

**AFFIDAVIT OF AUTHORITY**

I, Anthony Mango, do solemnly swear or affirm that I am the MANAGER of **PARKER MAINSTREET EXCHANGE, LLC**, a Colorado limited liability company, the record owner of property located within the service area of the proposed Downtown Parker Business Improvement District, as more particularly described in the foregoing Petition, that I signed the Petition for the formation of said District on behalf of the owner of said property, and that I am authorized to sign the Petition on behalf of the said owner.

Date: 6-19-23

Signature: [Signature]

**NOTARY**

STATE OF Colorado )  
 ) ss.  
COUNTY OF Douglas )

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 19<sup>th</sup> day of June, 2023, by Anthony Mango as Manager of **PARKER MAINSTREET EXCHANGE, LLC**, a Colorado limited liability company.

My commission expires: 10/19/2025

[SEAL]

[Signature]  
Notary Public

*Your signature must be notarized by a Notary Public*

SENAIDA A. WILKINS  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID# 20094027771  
MY COMMISSION EXPIRES OCT 19, 2025

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**THOM COOK & ASSOCIATES, LLC**, a Colorado limited liability company

By: Thom R Cook

Name: Thom R Cook

Title: Pres

Date of Signing: 6/21/23

**AFFIDAVIT OF AUTHORITY**

I, Thom R. Cook, do solemnly swear or affirm that I am the Pres, of **THOM COOK & ASSOCIATES, LLC**, a Colorado limited liability company, the record owner of property located within the service area of the proposed Downtown Parker Business Improvement District, as more particularly described in the foregoing Petition, that I signed the Petition for the formation of said District on behalf of the owner of said property, and that I am authorized to sign the Petition on behalf of the said owner.

Date: 6/21/23

Signature: Thom R Cook

STATE OF Colorado )  
COUNTY OF Douglas ) ss.

**NOTARY**

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 21 day of June, 2023, by Thom Cook as president of **THOM COOK & ASSOCIATES, LLC**, a Colorado limited liability company.

My commission expires: 9-18-2025

[SEAL]

Denise J Bunch  
Notary Public

*Your signature must be notarized by a Notary Public*

**DENISE T BUNCH**  
Notary Public  
State of Colorado  
Notary ID # 20094031482  
My Commission Expires 09-18-2025

DN 7820095.1  
DN 7856221.1

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**AFFIDAVIT OF CIRCULATOR**

STATE OF COLORADO )  
COUNTY OF Douglas ) ss.

The undersigned, being a citizen of the U.S. and first duly sworn upon oath, hereby affirms and states:

I have read and understand the laws governing the circulation of petitions; I circulated the foregoing Petition section for the organization for the Downtown Parker Business Improvement District; each signature on said Petition section was affixed in my presence or before a notary public and each signature on said Petition section is the signature of the person whose name it purports to be; I was eighteen years of age or older at the time the Petition was circulated for signature and signed by the petitioners; I have not paid and will not in the future pay and I believe that no other person has paid or will pay, directly or indirectly, any money or other thing of value to any signer for the purpose of inducing or causing such signer to affix the signer's signature to the Petition; and I reside at the address set forth below.

Date of Signing: 6/16/23 Omar Gashillo  
Signature of Affiant and Circulator

Name of Circulator: Omar Gashillo

Residence Address: 12509 Prince Creek Dr Parker Co 80134 Douglas  
Street City Zip Code County

Telephone number: 303 332 5434

Notarization:

The foregoing affidavit was subscribed and affirmed, or sworn to, before me this 16 day of June, 2023, by Omar Gashillo.

My commission expires: 10/19/2025

[SEAL]

[Signature]  
Notary Public

SENAIDA A. WILKINS  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID# 2009402771  
MY COMMISSION EXPIRES OCT 19, 2025

DN 7820095.1  
DN 7856221.1

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**EXHIBIT A**

**Legal Description of the Area within the Proposed  
Downtown Parker Business Improvement District Boundaries and Service Area**

| Owner Name                         | Street Address             | Legal Description                                                                                          | Parcel No.      |
|------------------------------------|----------------------------|------------------------------------------------------------------------------------------------------------|-----------------|
| 19420 MAIN LLC                     | 19420 E MAINSTREET         | LOT 1 PARKER GARAGE 0.22 AM/L                                                                              | 2233-221-18-001 |
| 20 MILE CENTRAL LLLP               | 19553 E MAINSTREET         | LOT 2 BLK 1 PARKER CENTRAL AREA FLG 8 4TH AMD 0.908 AM/L                                                   | 2233-221-03-019 |
| 20 MILE CENTRAL LLLP               | 19501 E MAINSTREET         | LOT 1 BLK 1 PARKER CENTRAL AREA FLG 8 4TH AMD 0.387 AM/L                                                   | 2233-221-03-018 |
| ABDALLA I SULEIMAN                 | 19550 E MAINSTREET         | TR IN NE1/4 22-6-66 0.559 AM/L<br>AKA PARCEL 3 TOWN OF PARKER 368-220                                      | 2233-221-00-032 |
| ANDREW K CHANOS & MARILYN A CHANOS | 19402 E MAINSTREET         | TR IN SW1/4NE1/4 22-6-66 .534 AM/L TOWN OF PARKER (23261.04 SF)                                            | 2233-221-00-034 |
| BONBECK PARKER LLC                 | 11000 S PARKER RD 105      | PT LOT 3 REPLAT OF PARKER CENTRAL AREA #5 0.954 AM/L                                                       | 2233-221-06-008 |
| BONBECK PARKER LLC                 | 10970 S PARKER RD          | MOST LOT 3 REPLAT OF PARKER CENTRAL AREA #5 7.715 AM/L                                                     | 2233-221-06-007 |
| CD PARKER LLC                      | No official address listed | PART TRACT IN W1/2NW1/4 23-6-66 24.173 AM/L RLTD\MTD R0619269 R0619271 & R0619276 (PT PINE CURVE PROPERTY) | 2233-232-00-027 |
| CD PARKER LLC                      | No official address listed | LOT 4 MAINSTREET & PINE MARKETPLACE 4TH AMD                                                                | 2233-221-14-005 |
| CD PARKER LLC                      | No official address listed | LOT 2B CIVIC CENTER 1 2ND AMD EXEMPTION                                                                    | 2233-221-15-004 |
| CD PARKER LLC                      | No official address listed | LOT 2A CIVIC CENTER 1 2ND AMD EXEMPTION 1.418 AM/L                                                         | 2233-221-15-003 |
| CD PARKER LLC                      | 19801 E MAINSTREET         | LOT 1A1 PARKER CENTRAL AREA 1 AMD 2 0.911 AM/L                                                             | 2233-221-20-001 |
| CD PARKER LLC                      | 19640 E MAINSTREET         | LOT 1B MAINSTREET CENTER 1ST AMD 0.344 AM/L                                                                | 2233-221-19-004 |
| CD PARKER LLC                      | No official address listed | PART TRACT IN W1/2NW1/4 23-6-66 AKA PT UNBUILT ROW IN ROWLEY DOWNS 0.46 AM/L RLTD\MTD R0619269 R0619271 &  | 2233-232-00-029 |



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| Owner Name                                   | Street Address             | Legal Description                                                 | Parcel No.      |
|----------------------------------------------|----------------------------|-------------------------------------------------------------------|-----------------|
|                                              |                            | R0619274 (PT PINE CURVE PROPERTY)                                 |                 |
| FIRST NATIONAL BANK OF PARKER                | 10900 S PARKER RD          | LOT 1 BLK 1 PARKER CENTRAL AREA #5 REPLAT 0.9158 AM/L             | 2233-221-06-001 |
| H & A EDUCATIONAL ENTERPRISES LLC            | 10750 VICTORIAN DR         | LOT 4 PARKER CENTRAL AREA 8 1ST AMD REPLAT OF LOT 3 1.00 AM/L     | 2233-221-03-006 |
| JERRY R COOPER & BETTY L COOPER LIVING TRUST | 19600 E MAINSTREET         | LOT 1 PARKER MAINSTREET STUDIO 1 0.52 AM/L                        | 2233-221-21-001 |
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| MOUNTAIN ELK RIDGE LLC, and CAIS FUTURES LLC | 19751 E MAINSTREET         | LOT 3 BLK 1 PARKER CENTRAL AREA FLG 8 4TH AMD 3.996 AM/L          | 2233-221-03-020 |
| MOUNTAIN ELK RIDGE LLC, and CAIS FUTURES LLC | No official address listed | TR IN NE1/4 22-6-66. 0.072 AM/L TOWN OF PARKER                    | 2233-221-00-011 |
| PARKER ACQUISITION LLC                       | No official address listed | TRACT A-1 PARKER TOWN CENTER FIRST AMENDMENT EXEMPTION 3.055 AM/L | 2233-221-07-010 |
| PARKER MAINSTREET EXCHANGE LLC               | 19590 E MAINSTREET 110     | 2 TRACTS IN NE1/4 22-6-66 0.693 AM/L TOWN OF PARKER               | 2233-221-22-001 |
| THOM COOK & ASSOCIATES LLC                   | 19690 E MAINSTREET         | LOT 2 MAINSTREET CENTER 0.226 AM/L                                | 2233-221-19-002 |

**WARNING:**

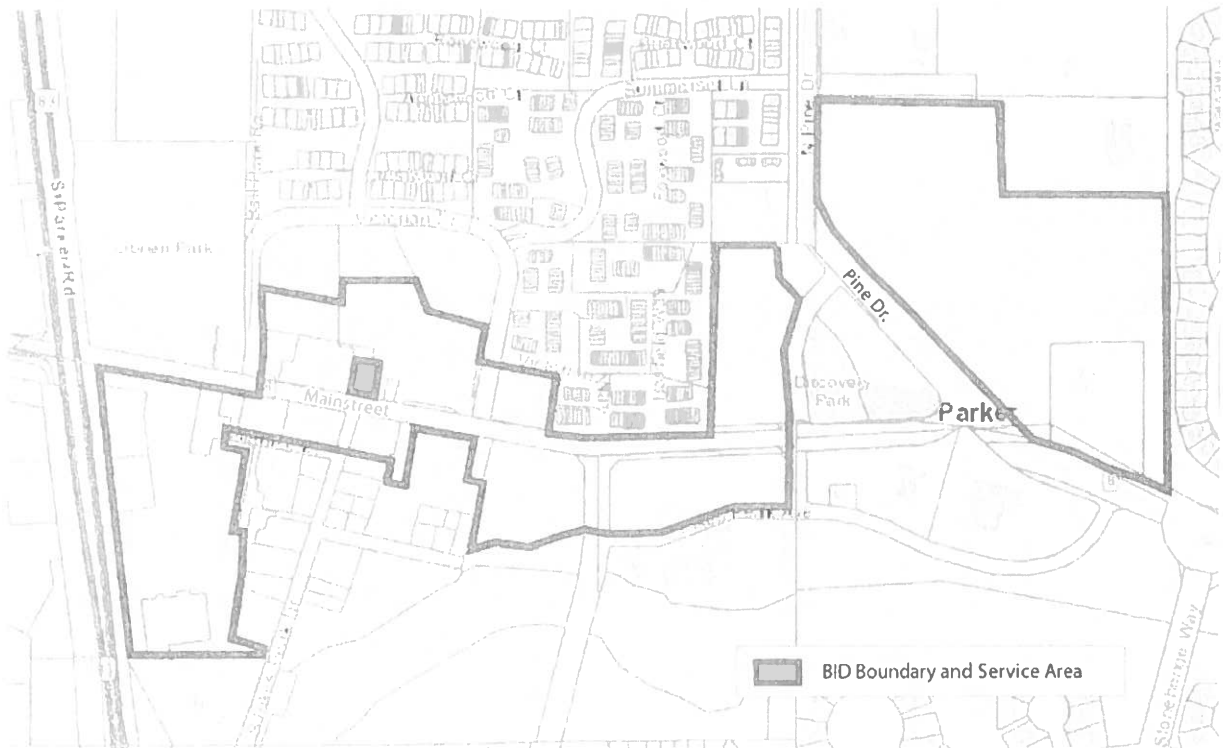
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**EXHIBIT B**

**Map of the Area within the Proposed  
Downtown Parker Business Improvement District Boundaries and Service Area**



2023 AND 2024 OPERATING PLAN AND  
PROPOSED BUDGET

# **DOWNTOWN PARKER BUSINESS IMPROVEMENT DISTRICT**

TOWN OF PARKER, COLORADO

Prepared by Progressive Urban Management Associates

# TABLE OF CONTENTS

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EXHIBIT A: List of Current Board Members

EXHIBIT B: Proposed Budget 2023 and 2024

EXHIBIT C: District Boundary and Service Area Legal Description

EXHIBIT D: District Boundary and Service Area Map

# 1. PURPOSE AND SCOPE OF THE BID

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**District Name:** The Downtown Parker Business Improvement District

**Requirements for this Operating Plan:** The Business Improvement District Act, specifically Section 31-25-1211, C.R.S., requires that the Downtown Parker Business Improvement District (the “District”) file an operating plan and proposed budget with the Town Clerk no later than September 30 of each year. This is the operating plan and budget for the remainder of 2023 and for 2024 (the “Operating Plan”).

Under the statute, the Town is to annually approve an operating plan and proposed budget within 30 days of the submittal of all required information, but no later than December 5 of each year.

The District will operate and may carry out any activities permitted under the authorities and powers set forth in the Business Improvement District Act, Section 31-25-1201, et seq., Colorado Revised Statutes, as amended, as further described and limited by this Operating Plan.

**What Must Be Included in the Operating Plan:** Pursuant to the provisions of the Business Improvement District Act, this Operating Plan specifically identifies (1) the composition of the Board of Directors, (2) the services and improvements to be provided by the District, (3) the taxes, fees, and assessments to be imposed by the District, (4) the estimated principal amount of the bonds to be issued by the District, if any, and (5) such other information as the Town may require.

**Purposes:** The ongoing purposes of the District are to provide the services as set forth in this Operating Plan to support the commercial businesses within the District and to enhance the Town of Parker business community.

## 2. BID BOUNDARIES AND SERVICE AREA

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**BID Boundaries:** The District’s boundaries and service area generally encompasses the commercial area east of Parker Road along Main Street, to Pine Drive. A map of the BID’s boundaries and service area, which are coterminous, is attached to this document.

Consistent with the District’s establishing ordinance, personal property is not included in the BID boundaries or service area.

## 3. ADMINISTRATION, OPERATIONS, AND SERVICES

---

**Services:** The BID’s recommended work program includes the activities and priorities outlined below, which were informed by interviews with businesses, property owners, and Downtown Business Alliance (DBA) members. The work program may be adjusted as outreach continues. The services include:

- *Special Events*
  - ✓ Organize and manage seasonal festivals and street fairs
  - ✓ Ongoing events programming
  - ✓ Maintenance services during and after events
- *Physical Improvements & Beautification*
  - ✓ Decorative lighting, banners, public art, and landscaping improvements
  - ✓ Street furniture, lighting, and pedestrian and bike amenities
  - ✓ Maintenance services, including potential snow removal
- *Marketing, Promotions, and Identity*

- ✓ Collaborative advertising and branding
- ✓ Marketing tools for the district, including website, social media, targeted promotions
- *Economic Development*
  - ✓ Business retention & recruitment
  - ✓ Small business support

**Program Management Structure:** The BID will deliver programs and services for the business community within the BID boundaries who pay into the BID through a mill levy. The BID will have its own board and work program, separate and apart from other business associations in the community. Implementation of the BID's annual work plan and expenditures will be governed by the BID's Board of Directors.

The BID may contract with the existing Downtown Business Alliance (DBA) to execute the work plan. It can also decide to hire staff and carry out the program directly.

**BID Governance:** The BID Board will consist of 5 members to allow for a diversity of property types, uses, and geography. To the extent practicable, the BID Board will be comprised as follows:

- 3 property owners
- 1 business tenant (non-property owners)
- 1 DBA member

**Town Services:** BID services will be designed to supplement existing Town services and will be in addition to Town services that are currently provided in Downtown Parker. BID services will not replace any existing Town services. The BID and the Town of Parker may enter into a Base Level of Services Agreement which outlines the frequency and type of services currently being provided within the BID boundaries in order to ensure those services are not diminished once the BID is formed.

**BID Term:** BIDs in Colorado may be perpetual. However, the Downtown Parker BID will have an initial ten-year term lasting through December 31, 2033. Prior to the end of the initial term, the BID Board shall hold a public hearing on the question of continuing the BID. If following the public hearing the BID Board desires to extend the term of the BID, in the BID Board's discretion, the BID Board shall adopt a resolution requesting the Town Council to extend the term of the BID by a length of time set forth in the resolution, and the term may be extended by resolution of the Town Council. If the BID is not extended beyond the initial term for any reason, it shall be dissolved consistent with the provisions of the Business Improvement District Act.

**Addition of Properties to the BID:** Additional property outside of the BID boundaries may be added to the BID only after a petition is signed by the property owner(s), filed with the Town of Parker, and approved by the Town Council after public notice and hearing pursuant to C.R.S. § 31-25-1220.

## 4. FINANCIAL PLAN AND BUDGET

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**Assessment Methodology:** The BID may impose an annual ad valorem property tax mill levy of up to 8.0 mills on all real property in the BID's boundaries (personal property, tax-exempt and non-commercial properties, including residential properties, are exempt from the BID's mill levy). The BID's budget will be based upon the 8.0 mill levy on taxable commercial real property in the BID. For the duration of the BID term there shall be a maximum mill levy rate of 8.0. However, the dollar amount in BID revenue collected annually shall not be capped. Approximately \$114,000 in revenue is expected in Year 1 from the mill levy.

**Other Revenues:** Pursuant to statute, the BID may also obtain and utilize any other legally available funds such as funds through earned income, grants, and other sources including voluntary contributions from local governments and businesses.

The BID shall not be authorized to issue debt.

**2023 and 2024 Operating Budget:** See Exhibit D.

## **EXHIBIT A**

### **List of Current Board Members**

1. Tony Mango
2. Tony DeSimone
3. Bryan Zehnder
4. Omar Castillo
5. Denise Haack



**EXHIBIT B**  
**Proposed Budget 2023**

The BID is to be formed in 2023, and will not have any revenues or expenditures in 2023.

2023 Revenues: \$0

2023 Expenditures: \$0

## Proposed Budget 2024

| Downtown Parker BID Budget: 2024 Expenditures                                               | Cost      |
|---------------------------------------------------------------------------------------------|-----------|
| <i>Physical Improvements &amp; Beautification</i>                                           |           |
| Install and maintain landscaping, public art, lighting, banners other physical improvements | \$ 25,000 |
| Sub-Total                                                                                   | \$ 25,000 |
| <i>Events &amp; Promotions</i>                                                              |           |
| Contract events coordination                                                                | \$ 25,000 |
| Promotions and marketing                                                                    | \$ 25,000 |
| Sub-Total                                                                                   | \$ 50,000 |
| <i>Economic Development and Business Support</i>                                            |           |
| Collective marketing and advertising                                                        | \$ 15,000 |
| Merchandising, business assistance                                                          | \$ 10,000 |
| Sub-Total                                                                                   | \$ 25,000 |
| <i>Admin</i>                                                                                |           |
| District Management, Legal and Accounting                                                   | \$ 40,000 |
| Reserve / Contingency                                                                       | \$10,000  |
| Sub-Total                                                                                   | \$ 50,000 |
| Total                                                                                       | \$150,000 |

| Revenue                              | Amount     |
|--------------------------------------|------------|
| Anticipated Mill Levy Revenue, 2024: | \$ 114,000 |
| <i>Other Anticipated Revenues</i>    | \$36,000   |
| Total                                | \$150,000  |

## EXHIBIT C

### Legal Description of the Area within the Downtown Parker Business Improvement District Boundaries and Service Area

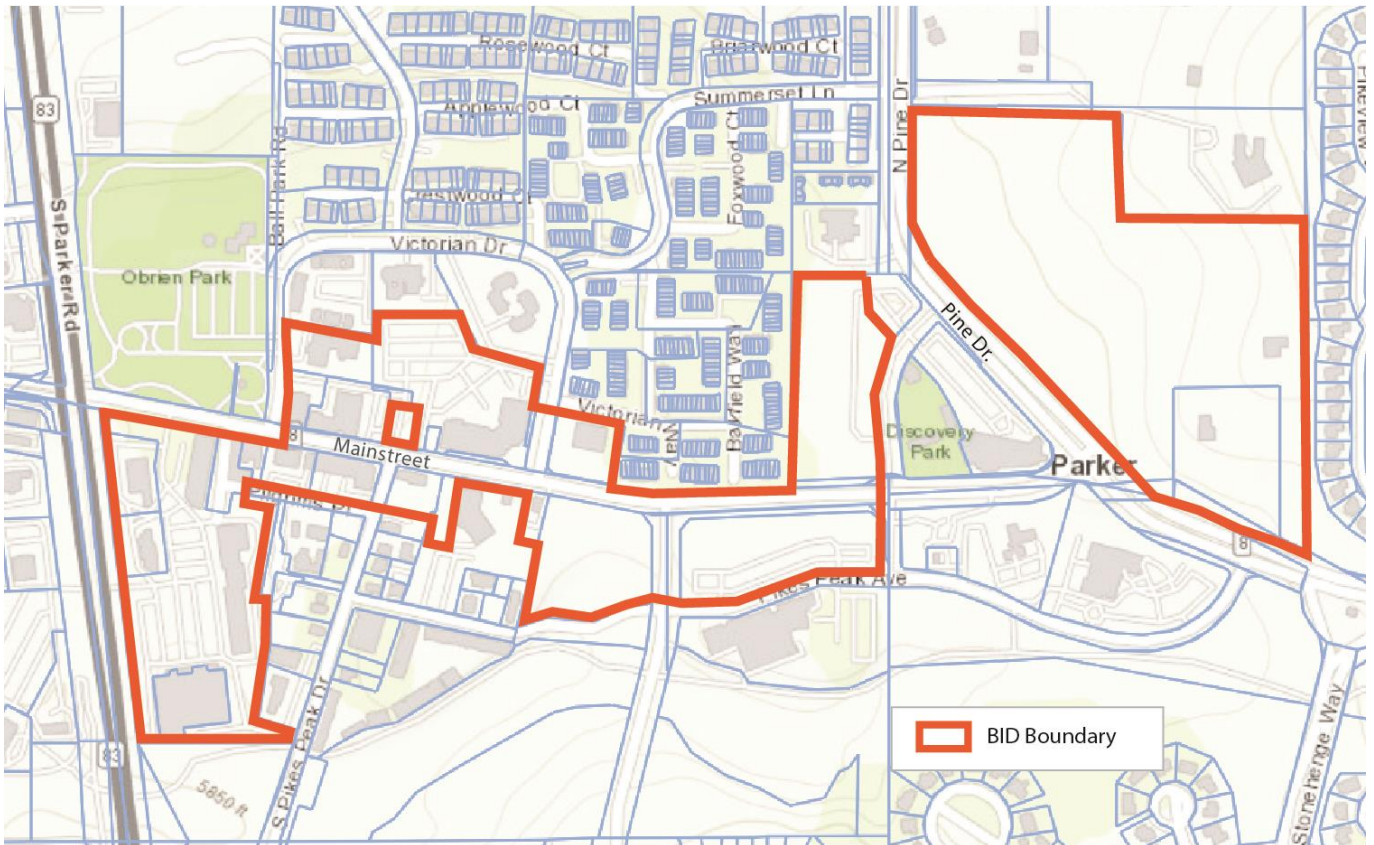
| Owner Name                                         | Street Address                | Legal Description                                                                                                                                       | Parcel No.      |
|----------------------------------------------------|-------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
| 19420 MAIN LLC                                     | 19420 E MAINSTREET            | LOT 1 PARKER GARAGE 0.22 AM/L                                                                                                                           | 2233-221-18-001 |
| 20 MILE CENTRAL LLLP                               | 19553 E MAINSTREET            | LOT 2 BLK 1 PARKER CENTRAL AREA<br>FLG 8 4TH AMD 0.908 AM/L                                                                                             | 2233-221-03-019 |
| 20 MILE CENTRAL LLLP                               | 19501 E MAINSTREET            | LOT 1 BLK 1 PARKER CENTRAL AREA<br>FLG 8 4TH AMD 0.387 AM/L                                                                                             | 2233-221-03-018 |
| ABDALLA I<br>SULEIMAN                              | 19550 E MAINSTREET            | TR IN NE1/4 22-6-66 0.559 AM/L AKA<br>PARCEL 3 TOWN OF PARKER 368-220                                                                                   | 2233-221-00-032 |
| ANDREW K<br>CHANOS &<br>MARILYN A<br>CHANOS        | 19402 E MAINSTREET            | TR IN SW1/4NE1/4 22-6-66 .534 AM/L<br>TOWN OF PARKER (23261.04 SF)                                                                                      | 2233-221-00-034 |
| BONBECK PARKER<br>LLC                              | 11000 S PARKER RD 105         | PT LOT 3 REPLAT OF PARKER CENTRAL<br>AREA #5 0.954 AM/L                                                                                                 | 2233-221-06-008 |
| BONBECK PARKER<br>LLC                              | 10970 S PARKER RD             | MOST LOT 3 REPLAT OF PARKER<br>CENTRAL AREA #5 7.715 AM/L                                                                                               | 2233-221-06-007 |
| CD PARKER LLC                                      | No official address<br>listed | PART TRACT IN W1/2NW1/4 23-6-66<br>24.173 AM/L RLTD\MTD R0619269<br>R0619271 & R0619276 (PT PINE<br>CURVE PROPERTY)                                     | 2233-232-00-027 |
| CD PARKER LLC                                      | No official address<br>listed | LOT 4 MAINSTREET & PINE<br>MARKETPLACE 4TH AMD                                                                                                          | 2233-221-14-005 |
| CD PARKER LLC                                      | No official address<br>listed | LOT 2B CIVIC CENTER 1 2ND AMD<br>EXEMPTION                                                                                                              | 2233-221-15-004 |
| CD PARKER LLC                                      | No official address<br>listed | LOT 2A CIVIC CENTER 1 2ND AMD<br>EXEMPTION 1.418 AM/L                                                                                                   | 2233-221-15-003 |
| CD PARKER LLC                                      | 19801 E MAINSTREET            | LOT 1A1 PARKER CENTRAL AREA 1<br>AMD 2 0.911 AM/L                                                                                                       | 2233-221-20-001 |
| CD PARKER LLC                                      | 19640 E MAINSTREET            | LOT 1B MAINSTREET CENTER 1ST AMD<br>0.344 AM/L                                                                                                          | 2233-221-19-004 |
| CD PARKER LLC                                      | No official address<br>listed | PART TRACT IN W1/2NW1/4 23-6-66<br>AKA PT UNBUILT ROW IN ROWLEY<br>DOWNS 0.46 AM/L RLTD\MTD<br>R0619269 R0619271 & R0619274 (PT<br>PINE CURVE PROPERTY) | 2233-232-00-029 |
| FIRST NATIONAL<br>BANK OF PARKER                   | 10900 S PARKER RD             | LOT 1 BLK 1 PARKER CENTRAL AREA<br>#5 REPLAT 0.9158 AM/L                                                                                                | 2233-221-06-001 |
| H & A<br>EDUCATIONAL<br>ENTERPRISES LLC            | 10750 VICTORIAN DR            | LOT 4 PARKER CENTRAL AREA 8 1ST<br>AMD REPLAT OF LOT 3 1.00 AM/L                                                                                        | 2233-221-03-006 |
| JERRY R COOPER &<br>BETTY L COOPER<br>LIVING TRUST | 19600 E MAINSTREET            | LOT 1 PARKER MAINSTREET STUDIO 1<br>0.52 AM/L                                                                                                           | 2233-221-21-001 |
| MCDONALDS USA<br>LLC                               | 10950 S PARKER RD             | LOT 2 BLK 1 PARKER CENTRAL AREA<br>#5 REPLAT 0.701 AM/L                                                                                                 | 2233-221-06-002 |

| Owner Name                                   | Street Address             | Legal Description                                                       | Parcel No.      |
|----------------------------------------------|----------------------------|-------------------------------------------------------------------------|-----------------|
| MOUNTAIN ELK RIDGE LLC, and CAIS FUTURES LLC | 19751 E MAINSTREET         | LOT 3 BLK 1 PARKER CENTRAL AREA<br>FLG 8 4TH AMD 3.996 AM/L             | 2233-221-03-020 |
| MOUNTAIN ELK RIDGE LLC, and CAIS FUTURES LLC | No official address listed | TR IN NE1/4 22-6-66. 0.072 AM/L<br>TOWN OF PARKER                       | 2233-221-00-011 |
| PARKER ACQUISITION LLC                       | No official address listed | TRACT A-1 PARKER TOWN CENTER<br>FIRST AMENDMENT EXEMPTION<br>3.055 AM/L | 2233-221-07-010 |
| PARKER MAINSTREET EXCHANGE LLC               | 19590 E MAINSTREET<br>110  | 2 TRACTS IN NE1/4 22-6-66 0.693<br>AM/L TOWN OF PARKER                  | 2233-221-22-001 |
| THOM COOK & ASSOCIATES LLC                   | 19690 E MAINSTREET         | LOT 2 MAINSTREET CENTER 0.226<br>AM/L                                   | 2233-221-19-002 |

Note: the above property information was accessed through the Douglas County Assessor's office online portal and is current as of May 15, 2023.

## EXHIBIT D

### Map of the Area within the Downtown Parker Business Improvement District Boundaries and Service Area





## Request for Town Council Action

**Date:** August 21, 2023

**Submitted By:** Kristin Hoffmann, Town Attorney

**Reviewed By:** Michelle Kivela, Town Manager

**Title:** **ORDINANCE NO. 13.112 - Second Reading**  
**A Bill for an Ordinance to Organize the Chambers Commercial Center Business Improvement District; to Provide for an Election of the Board of Directors of the District and Appoint the Initial Directors Thereto; and Approve the 2023-2024 Operating Plan and Budget for the District**  
**Department: Town Attorney, Kristin Hoffmann**

### **EXECUTIVE SUMMARY**

---

This ordinance declares that the Chambers Commercial Center Business Improvement District is organized; provides for an elected board; appoints the initial members of the board; and approves the 2023-2024 operating plan and budget for the district.

### **STAFF RECOMMENDATION**

---

Approve

### **BACKGROUND/DISCUSSION**

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Formation of a business improvement district is initiated through the filing of a petition with the Town Clerk. A petition to form the Chambers Commercial Center Business Improvement District was filed with the Town Clerk on July 18, 2023. The petition must be signed by persons who own real or personal property in the service area of the proposed district having a valuation for assessment of not less than 50% of the valuation for assessment of all real and personal property in the proposed service area and who own at least 50% of the acreage in the proposed district. The Town Clerk has determined that the petition was signed by persons who own real property and personal property in the service area having 64.4% of the valuation for assessment of all real and personal property in the proposed service area and who own 67.8% of the acreage in the proposed district. At the time of the receipt of the petition for organization, the proposed BID did not contain any personal property within its boundaries.

Pursuant to State law, the Chambers Commercial Center BID has determined to include both real property and personal property within the boundaries of the district. For informational purposes, state law allows that a BID can include "contiguous or noncontiguous tracts or parcels of commercial property" (31-25-1208(1)). State law defines commercial property as "any taxable real or personal property which is not classified for property tax purposes as either residential or agricultural." (31-25-1203).

The Town Council, as soon as possible after the filing of the petition, shall fix by order the place

and time, not less than 20 days nor more than 40 days thereafter, for a hearing. The Town Council adopted a resolution on August 7, 2023, setting the public hearing for August 21, 2023. The Town Clerk published notice of the hearing and mailed notice by first class mail to each property owner within the proposed service area and boundaries of the district to their last known address as disclosed by the tax records.

At the hearing, the Town Council will ascertain from the tax rolls the total value of the taxable real and personal property and determine whether the petition was signed by sufficient owners. If the petition is duly signed, the allegations of the organization petition are true, and the services and improvements to be provided best satisfy the purposes of the Act, the Town Council adopts an ordinance declaring the district organized.

The petition proposes, and the ordinance provides for, an elected board with the following individuals proposed to serve as the initial board of directors. The initial members of the board of directors of the district are Grant Nelson, Andrew Trietley, Joshua Brgoch, Thomas Clark and Dalton Horan.

An operating plan and budget must be filed with the Town by September 30 of each year. The ordinance approves the operating plan and budget attached below.

#### **FINANCIAL IMPACT**

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None to the Town. The district must hold an election before issuing debt or imposing any taxes on properties included within the district.

#### **STRATEGIC GOAL(S)**

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#### **ATTACHMENTS**

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1. Ordinance No. 13.112
2. Petition Chambers Commercial BID
3. 2023-2024 Operating Plan and Budget - Chambers Commercial Center BID

#### **RECOMMENDED MOTION**

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I move to approve Ordinance No. 13.112 on second reading.

**ORDINANCE NO. 13.112, Series of 2023**

**TITLE: A BILL FOR AN ORDINANCE TO ORGANIZE THE CHAMBERS COMMERCIAL CENTER BUSINESS IMPROVEMENT DISTRICT; TO PROVIDE FOR AN ELECTION OF THE BOARD OF DIRECTORS OF THE DISTRICT AND APPOINT THE INITIAL DIRECTORS THERETO; AND APPROVE THE 2023-2024 OPERATING PLAN AND BUDGET FOR THE DISTRICT**

WHEREAS, the Town Council (the “Town Council”) of the Town of Parker, Colorado (the “Town”), has received a petition for the organization of the Chambers Commercial Center Business Improvement District within the Town (the “District”); and

WHEREAS, based upon the petition for organization (the “Petition”) and other evidence presented to the Town Council, the Petition has been signed in conformity with the Business Improvement District Act, Section 31-25-1201, *et seq.*, C.R.S. (the “Act”), the signatures on the Petition are genuine, and the signatures of the petitioners represent the persons who own real or personal property in the service area of the proposed District having a valuation for assessment of not less than fifty percent of the valuation for assessment of all real and personal property in the service area of the proposed District and who own at least fifty percent of the acreage in the proposed District; and

WHEREAS, the petitioners have also caused a copy of the District’s 2023 - 2024 Operating Plan and Budget (the “Operating Plan”) to be submitted at the same time as the Petition; and

WHEREAS, all non-commercial property within the boundaries of the District, if any, as required by Section 31-25-1208, C.R.S., are excluded; and

WHEREAS, the petitioners of the proposed District request that the Town designate the territory within the service area of the proposed District as a location for new business or commercial development under Section 31-25-1203(10), C.R.S.; and

WHEREAS, the Petition contains the items required by statute including, among other things:

(a) The name of the proposed District, which is to wit: “Chambers Commercial Center Business Improvement District”;

(b) The proposed District boundaries and service area are generally located northeast of the intersection of S. Chambers Road and Hess Road in the Town of Parker, Douglas County, Colorado. The District boundaries are the territory of the commercial property, as defined in the Business Improvement District Act, within the above service area;

(c) A general description of the types of services or improvements or both to be provided by the proposed District;



(d) The names of three persons to represent the petitioners and who have the power to enter into agreements relating to the organization of the District;

(e) A request that the Town Council appoint the initial members of the Board of Directors and provide for election of subsequent members of the Board of Directors of the District pursuant to Section 31-25-1209(1)(d), C.R.S.;

(f) A request that the Town Council approve the Operating Plan;

(g) A request that the Town Council approve the organization of the District; and

WHEREAS, the Town Council has determined that the allegations of the Petition are true; and

WHEREAS, the Petition provided that, upon the request of the Town Council, the petitioners for the proposed District will execute a bond or provide a cash deposit sufficient to cover all expenses anticipated to be incurred by the Town in connection with the proceedings in case the organization of the proposed District is not effected and such requirement, if any, has been met; and

WHEREAS, the service area of the proposed District is located entirely within the Town and is a location for new business or commercial development; and

WHEREAS, the Town Council has determined that the types of services or improvements to be provided by the proposed District are of the type which best satisfy the purposes of the Act; and

WHEREAS, the Town Council has held and concluded a public hearing on August 21, 2023 at 7:00 p.m. following due notice of such hearing as required by law.

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

Section 1. The foregoing recitals are incorporated herein by reference and adopted as findings and determinations of the Town Council.

Section 2. Pursuant to its authority to organize business improvement districts under the Act, and specifically Section 31-25-1207(5), C.R.S., the Town Council, as the governing body of the Town, hereby adjudicates all questions of jurisdiction to find that jurisdiction is vested in the Town Council to organize the business improvement district described in the Petition submitted by the petitioners for the District.

Section 3. The District is hereby created, organized, and established for the purposes and shall have the powers set forth in the Act, except as otherwise modified in this ordinance. All services and improvements the District will provide shall be undertaken in accordance with the Act and the District's operating plan, as the same may be amended from time to time.

Section 4. The Town Council hereby declares the area within the District to be a location designated by the Town as a location for new business or commercial development, which shall have the service area and boundaries set forth in the attached **Exhibit A**. The District may provide services and improvements inside and outside of its service area and boundaries as set forth in the District's operating plan. Inclusion and exclusion of property into or from the District shall be completed as provided in the Act.

Section 5. The District shall be a quasi-municipal corporation and political subdivision of the State of Colorado with all powers and responsibilities thereof. The District shall hereafter have the corporate name specified in the Petition: Chambers Commercial Center Business Improvement District.

Section 6. Pursuant to Section 31-25-1209(1)(d), C.R.S., the Town Council may provide by ordinance that the members of the Board of Directors of the District (the "Board") shall be elected by the electors of the District after the initial appointment of the Board by the Town Council. The initial five (5) members of the Board of the District are hereby appointed and will be:

- 1) Grant Nelson
- 2) Andrew Trietley
- 3) Joshua Brgoch
- 4) Thomas Clark
- 5) Dalton Horan

Subsequent members of the Board will be elected pursuant to Section 31-25-1209(1)(d), C.R.S., and thereafter at regular elections pursuant to the laws of the State of Colorado and the Operating Plan. The Board members shall be electors of the District, as that term is defined at Section 31-25-1203(4)(a), C.R.S. The term of office for the members shall be four (4) years and as otherwise provided pursuant to Article 1 of Title 32, C.R.S.

Section 7. Each member of the Board, within thirty days after his or her election or appointment to fill a vacancy, except for good cause shown, shall appear before an officer or other person authorized to administer oaths and take an oath that he or she will faithfully perform the duties of his or her office as required by law and will support the constitution of the United States, the constitution of the state of Colorado, and the laws made pursuant thereto. The Board shall carry out the responsibilities required of such Board by the Act and other applicable law.

Section 8. In accordance with Section 31-25-1211, C.R.S., the 2023 - 2024 Operating Plan and Budget is hereby approved. Beginning in 2024 (for use in 2025) and each year thereafter, an annual operating plan and budget will be submitted to the Town Clerk on or before September 30 of each year for the approval of the Town Council, in accordance with Section 31-25-1211, C.R.S. The District is authorized to proceed with an election in November 2023.

Section 9. The actions of the Town Clerk, in setting and providing public notice of the public hearing on the Petition, in furtherance hereof are hereby ratified and confirmed.

Section 10. All acts, orders, resolutions, ordinances, or parts thereof, in conflict with this Ordinance are hereby repealed, except that this section shall not be construed so as to revive any act, order, resolution, or ordinance, or part thereof previously repealed.

Section 11. 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 12. 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 13. This Ordinance shall become effective ten (10) days after final publication.

INTRODUCED AND PASSED ON FIRST READING this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Jeff Toborg, Mayor

ATTEST:

\_\_\_\_\_  
Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Jeff Toborg, Mayor

ATTEST:

\_\_\_\_\_  
Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Kristin Hoffmann, Town Attorney

## EXHIBIT A

### **Legal Description of the Service Area and Boundaries of the Chambers Commercial Center Business Improvement District**

LOTS 1-9, 10A, 11A, TRACTS A AND B, DOUGLAS 234 FILING NO. 6, COUNTY OF DOUGLAS, STATE OF COLORADO,

ALSO DESCRIBED AS FOLLOWS:

A PART OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 29, WHENCE THE SOUTHEAST CORNER OF SAID SECTION 29 BEARS NORTH 89°15'13" EAST A DISTANCE OF 2639.25 FEET, SAID LINE FORMING THE BASIS OF BEARINGS FOR THIS DESCRIPTION; THENCE NORTH 89°15'13" EAST ALONG THE SOUTHERLY LINE OF SOUTHEAST QUARTER OF SECTION 29, A DISTANCE OF 527.04 FEET; THENCE NORTH 00°44'47" WEST A DISTANCE OF 62.64 FEET TO THE NORTHERLY LINE OF HESS ROAD AND THE POINT OF BEGINNING.

THENCE NORTH 53°05'57" WEST A DISTANCE OF 77.99 FEET;  
THENCE NORTH 10°51'05" WEST ALONG A LINE TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 170.63 FEET;  
THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT A DISTANCE OF 563.43 FEET THROUGH A CENTRAL ANGLE OF 10°27'51" HAVING A RADIUS OF 3085.00 FEET AND A CHORD BEARING NORTH 16°05'00" WEST AND A DISTANCE OF 562.65 FEET;  
THENCE NORTH 21°50'47" EAST ALONG A LINE NON-TANGENT WITH THE PREVIOUSLY DESCRIBED CURVE A DISTANCE OF 15.32 FEET;  
THENCE NORTH 67°44'14" EAST ALONG A LINE NON-TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 288.93 FEET;  
THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT A DISTANCE OF 17.48 FEET THROUGH A CENTRAL ANGLE OF 21°32'17" HAVING A RADIUS OF 46.50 FEET AND A CHORD BEARING SOUTH 77°57'51" EAST AND A DISTANCE OF 17.38 FEET TO A POINT OF REVERSE CURVE;  
THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT A DISTANCE OF 136.49 FEET THROUGH A CENTRAL ANGLE OF 110°55'25" HAVING A RADIUS OF 70.50 FEET AND A CHORD BEARING NORTH 57°20'35" EAST AND A DISTANCE OF 116.15 FEET TO A POINT ON A CURVE;  
THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT A DISTANCE OF 9.00 FEET THROUGH A CENTRAL ANGLE OF 17°11'35" HAVING A RADIUS OF 30.00 FEET AND A CHORD BEARING NORTH 60°09'45" EAST AND A DISTANCE OF 8.97 FEET TO A POINT OF COMPOUND CURVE;  
THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT A DISTANCE OF 200.37

FEET THROUGH A CENTRAL ANGLE OF 11°48'18" HAVING A RADIUS OF 972.50 FEET AND A CHORD BEARING NORTH 74°39'41" EAST AND A DISTANCE OF 200.02 FEET;

THENCE SOUTH 08°15'28" EAST ALONG A LINE NON-TANGENT WITH THE PREVIOUSLY DESCRIBED CURVE A DISTANCE OF 107.11 FEET;

THENCE SOUTH 66°27'14" EAST A DISTANCE OF 195.03 FEET;

THENCE SOUTH 01°02'54" EAST A DISTANCE OF 790.17 FEET;

THENCE SOUTH 87°46'51" WEST A DISTANCE OF 547.23 FEET TO THE POINT OF BEGINNING.

COUNTY OF DOUGLAS, STATE OF COLORADO.

WARNING:  
IT IS AGAINST THE LAW:

JUL 25 2023

TOWN CLERK  
TOWN OF PARKER

For anyone to sign this petition with any name other than one's own or to knowingly sign one's name more than once for the same measure or to knowingly sign the petition when not eligible to do so.

Do not sign this petition unless you are a person who owns real or personal property in the service area of the proposed district.

Do not sign this petition unless you have read and have had read to you the petition in its entirety and understand its meaning.

PETITION FOR THE ORGANIZATION  
OF THE CHAMBERS COMMERCIAL CENTER  
BUSINESS IMPROVEMENT DISTRICT WITHIN THE  
TOWN OF PARKER, COLORADO

The undersigned owners of taxable real or personal property within the proposed service area described in **Exhibit A**, attached hereto and made a part hereof, (the "Service Area"), hereby petition the Mayor and Town Council of the Town of Parker (the "Town") for the organization of the **Chambers Commercial Center Business Improvement District** (the "District") in accordance with the provisions of the Business Improvement District Act, Part 12 of Article 25 of Title 31, C.R.S. In support of this Petition, Petitioners state:

(a) The name of the District shall be the Chambers Commercial Center Business Improvement District.

(b) A description of the boundaries and service area of the District are in the attached **Exhibit A**. The service area shall be the commercial property within these general boundaries. Pursuant to Section 31-12-1203(10), C.R.S., the proposed service area includes property that the Petitioners request that the Town, following a notice and a public hearing, designate as a location for new business or commercial development.

(c) A general description of the types of services or improvements or both to be provided by the District includes, but is not limited to:

The acquisition, construction, completion, installation, replacement and/or operation and maintenance of all of the services and improvements allowed under Colorado law for business improvement districts, including "Improvements" as that term is defined in Section 31-25-1203(5), C.R.S., services as described in Section 31-25-1212(1)(f), C.R.S., and other powers granted to such districts under Section 31-25-1212, C.R.S.

(d) The names of three persons to represent the Petitioners, who have the power to enter into agreements relating to the organization of the District are:

1. Andrew Trietley
2. Grant Nelson
3. Joshua Brgoch

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(e) Pursuant to Section 31-25-1205(2), C.R.S., this petition is signed by persons who own real or personal property in the service area of the District having a valuation for assessment of not less than fifty percent (50%) of the valuation for the assessment of all real and personal property in the service area of the District, and who own at least fifty percent (50%) of the acreage in the District.

(f) Pursuant to Section 31-25-1205(3), C.R.S., if required by the Town, this petition is accompanied by a bond with security provided by the governing body or a cash deposit sufficient to cover all expenses connected with the proceedings in case the organization of the District is not effected. If at any time during the organization proceedings the governing body determines that the bond first executed or the amount of the cash deposited is insufficient in amount, it may require the Petitioners to execute an additional bond or the deposit of additional cash within a time to be fixed, not less than ten (10) days thereafter, and Petitioners acknowledge that upon failure of the Petitioners to file or deposit the same, the Petition may be dismissed.

(g) Pursuant to Section 31-25-1209(1)(d), C.R.S., the Town may provide by ordinance for an initial board of directors of the District consisting of five (5) members. Petitioners request that the Town appoint the initial board of directors for the District after which the positions on the board of directors shall be elected starting with an election on November 7, 2023. Petitioners requests that the Town pass such an ordinance and that the initial board of directors be the following electors of the District:

1. Grant Nelson
2. Andrew Trietley
3. Joshua Brgoch
4. Thomas Clark
5. Dalton Horan

Each member shall fulfill all statutory requirements prior to undertaking official duties.

(h) The commercial property owners of the District request that the Town, after public notice and hearing, designate the territory within the District as a location for new business or commercial development under Section 31-25-1203(10), C.R.S.

(i) Pursuant to Section 31-25-1213, C.R.S., the board of directors of the District shall have the power to issue indebtedness and to levy and collect ad valorem taxes on and against all taxable commercial property within the boundaries of the District in an amount authorized by election and allowed by the operating plan and budget to be approved by the Town. The board of

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directors shall, in accordance with Sections 31-25-1214 and 39-5-128, C.R.S., certify the mill levy to the Douglas County Board of County Commissioners as appropriate.

(j) The board of directors of the District shall have all other powers as may be necessary, convenient, and authorized by statute set forth in the operating plan and budget of the District. The District shall file its operating plan and budget by September 30 of each year for approval by the Town as provided by Section 31-25-1211, C.R.S.

*[Remainder of page intentionally left blank]*



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Do not sign this petition unless you have read and have had read to you the petition in its entirety and understand its meaning.

THEREFORE, Petitioners respectfully request that the Town approve the organization of the Chambers Commercial Center Business Improvement District and adopt the ordinance and take the actions requested in the petition to provide for its effective and efficient operation.

PETITIONERS:

**VR SLICEROO LLC,**  
a Colorado limited liability company

By: \_\_\_\_\_

Name: Darwin Horan

Its: MANAGER

**AFFIDAVIT OF AUTHORITY**

I, Darwin Horan, do solemnly swear or affirm that I am the MANAGER of **VR SLICEROO LLC**, a Colorado limited liability company, the record owner of property located within the service area of the proposed Chambers Commercial Center Business Improvement District, as more particularly described in the foregoing Petition, that I signed the Petition for the formation of said District on behalf of the owner of said property, and that I am authorized to sign the Petition on behalf of the said owner.

Date: JULY 17, 2023

Signature: \_\_\_\_\_

Darwin Horan

STATE OF COLORADO )

) ss.

COUNTY OF ARAPAHOE )

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 17<sup>TH</sup> day of JULY, 2023, by Darwin Horan of **VR SLICEROO LLC**, a Colorado limited liability company.

My commission expires: 11.13 2024

\_\_\_\_\_  
Notary Public

[SEAL]

ALANA WESTER  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20204039896  
MY COMMISSION EXPIRES NOVEMBER 13, 2024

**WARNING:  
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Do not sign this petition unless you are a person who owns real or personal property in the service area of the proposed district.  
Do not sign this petition unless you have read and have had read to you the petition in its entirety and understand its meaning.

**CD CHAMBERS & HESS LLC,**  
an Arizona limited liability Company

By: BZurek

Name: Brian Zurek

Its: Manager

**AFFIDAVIT OF AUTHORITY**

I, Brian Zurek, do solemnly swear or affirm that I am the Manager of **CD CHAMBERS & HESS LLC**, a \_\_\_\_\_, the record owner of property located within the service area of the proposed Chambers Commercial Center Business Improvement District, as more particularly described in the foregoing Petition, that I signed the Petition for the formation of said District on behalf of the owner of said property, and that I am authorized to sign the Petition on behalf of the said owner.

Date: July 25 2023

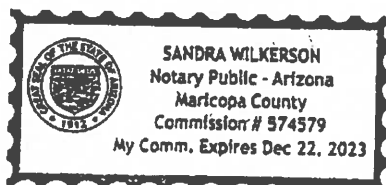
Signature: BZurek

STATE OF ARIZONA )  
~~COLORADO~~ ) ss.  
COUNTY OF MARICOPA )

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 25<sup>th</sup> day of July, 2023, by Brian Zurek of **CD CHAMBERS & HESS LLC**, a Arizona limited liability Company.

My commission expires: 12-22-2023

[SEAL]



Sandra Wilkerson  
Notary Public

**WARNING:  
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Do not sign this petition unless you have read and have had read to you the petition in its entirety and understand its meaning.**

**TWIN STAR ENERGY, LLC,**  
a Colorado limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**AFFIDAVIT OF AUTHORITY**

I, \_\_\_\_\_, do solemnly swear or affirm that I am the  
\_\_\_\_\_ of **TWIN STAR ENERGY, LLC**, a Colorado limited liability  
company, the record owner of property located within the service area of the proposed Chambers  
Commercial Center Business Improvement District, as more particularly described in the  
foregoing Petition, that I signed the Petition for the formation of said District on behalf of the  
owner of said property, and that I am authorized to sign the Petition on behalf of the said owner.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

STATE OF COLORADO )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was subscribed, sworn to, and acknowledged before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_ of **TWIN STAR  
ENERGY, LLC**, a Colorado limited liability company.

My commission expires: \_\_\_\_\_

[SEAL]

\_\_\_\_\_  
Notary Public

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**MCDONALDS REAL ESTATE COMPANY,**  
a Delaware corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**AFFIDAVIT OF AUTHORITY**

I, \_\_\_\_\_, do solemnly swear or affirm that I am the  
\_\_\_\_\_ of **MCDONALDS REAL ESTATE COMPANY**, a Delaware  
corporation, the record owner of property located within the service area of the proposed Chambers  
Commercial Center Business Improvement District, as more particularly described in the  
foregoing Petition, that I signed the Petition for the formation of said District on behalf of the  
owner of said property, and that I am authorized to sign the Petition on behalf of the said owner.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

STATE OF COLORADO )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was subscribed, sworn to, and acknowledged before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_ of  
**MCDONALDS REAL ESTATE COMPANY**, a Delaware corporation.

My commission expires: \_\_\_\_\_

[SEAL]

\_\_\_\_\_  
Notary Public

**For anyone to sign this petition with any name other than one's own or to knowingly sign one's name more than once for the same measure or to knowingly sign the petition when not eligible to do so.**  
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**Do not sign this petition unless you have read and have had read to you the petition in its entirety and understand its meaning.**

Its: \_\_\_\_\_

## DN 7910986.1

**WARNING:  
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**Do not sign this petition unless you have read and have had read to you the petition in its entirety and understand its meaning.**

**EXHIBIT A**

**Legal Description of the Area within the  
Chambers Commercial Center Business Improvement District**

LOTS 1-9, 10A, 11A, TRACTS A AND B, DOUGLAS 234 FILING NO. 6, COUNTY OF DOUGLAS, STATE OF COLORADO,

ALSO DESCRIBED AS FOLLOWS:

A PART OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 29, WHENCE THE SOUTHEAST CORNER OF SAID SECTION 29 BEARS NORTH 89°15'13" EAST A DISTANCE OF 2639.25 FEET, SAID LINE FORMING THE BASIS OF BEARINGS FOR THIS DESCRIPTION; THENCE NORTH 89°15'13" EAST ALONG THE SOUTHERLY LINE OF SOUTHEAST QUARTER OF SECTION 29, A DISTANCE OF 527.04 FEET; THENCE NORTH 00°44'47" WEST A DISTANCE OF 62.64 FEET TO THE NORTHERLY LINE OF HESS ROAD AND THE POINT OF BEGINNING.

THENCE NORTH 53°05'57" WEST A DISTANCE OF 77.99 FEET;  
THENCE NORTH 10°51'05" WEST ALONG A LINE TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 170.63 FEET;

THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT A DISTANCE OF 563.43 FEET THROUGH A CENTRAL ANGLE OF 10°27'51" HAVING A RADIUS OF 3085.00 FEET AND A CHORD BEARING NORTH 16°05'00" WEST AND A DISTANCE OF 562.65 FEET;

THENCE NORTH 21°50'47" EAST ALONG A LINE NON-TANGENT WITH THE PREVIOUSLY DESCRIBED CURVE A DISTANCE OF 15.32 FEET;

THENCE NORTH 67°44'14" EAST ALONG A LINE NON-TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 288.93 FEET;

THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT A DISTANCE OF 17.48 FEET THROUGH A CENTRAL ANGLE OF 21°32'17" HAVING A RADIUS OF 46.50 FEET AND A CHORD BEARING SOUTH 77°57'51" EAST AND A DISTANCE OF 17.38 FEET TO A POINT OF REVERSE CURVE;

THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT A DISTANCE OF

**WARNING:  
IT IS AGAINST THE LAW:**

**For anyone to sign this petition with any name other than one's own or to knowingly sign one's name more than once for the same measure or to knowingly sign the petition when not eligible to do so.**

**Do not sign this petition unless you are a person who owns real or personal property in the service area of the proposed district.**

**Do not sign this petition unless you have read and have had read to you the petition in its entirety and understand its meaning.**

136.49 FEET THROUGH A CENTRAL ANGLE OF  $110^{\circ}55'25''$  HAVING A RADIUS OF 70.50 FEET AND A CHORD BEARING NORTH  $57^{\circ}20'35''$  EAST AND A DISTANCE OF 116.15 FEET TO A POINT ON A CURVE;

THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT A DISTANCE OF 9.00 FEET THROUGH A CENTRAL ANGLE OF  $17^{\circ}11'35''$  HAVING A RADIUS OF 30.00 FEET AND A CHORD BEARING NORTH  $60^{\circ}09'45''$  EAST AND A DISTANCE OF 8.97 FEET TO A POINT OF COMPOUND CURVE;

THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT A DISTANCE OF 200.37 FEET THROUGH A CENTRAL ANGLE OF  $11^{\circ}48'18''$  HAVING A RADIUS OF 972.50 FEET AND A CHORD BEARING NORTH  $74^{\circ}39'41''$  EAST AND A DISTANCE OF 200.02 FEET;

THENCE SOUTH  $08^{\circ}15'28''$  EAST ALONG A LINE NON-TANGENT WITH THE PREVIOUSLY DESCRIBED CURVE A DISTANCE OF 107.11 FEET;

THENCE SOUTH  $66^{\circ}27'14''$  EAST A DISTANCE OF 195.03 FEET;

THENCE SOUTH  $01^{\circ}02'54''$  EAST A DISTANCE OF 790.17 FEET;

THENCE SOUTH  $87^{\circ}46'51''$  WEST A DISTANCE OF 547.23 FEET TO THE POINT OF BEGINNING.

COUNTY OF DOUGLAS, STATE OF COLORADO.

**2023 - 2024 OPERATING PLAN AND  
BUDGET**

**CHAMBERS  
COMMERCIAL  
CENTER BUSINESS  
IMPROVEMENT  
DISTRICT**

Town of Parker, Douglas County, Colorado



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EXHIBIT A – Director and Other Contact Information  
EXHIBIT B – Legal Description of District Boundaries  
EXHIBIT C – Boundary Map  
EXHIBIT D – 2023 - 2024 Budget

**2023 - 2024**  
**OPERATING PLAN AND BUDGET FOR THE**  
**CHAMBERS COMMERCIAL CENTER**  
**BUSINESS IMPROVEMENT DISTRICT**

**1. PURPOSE AND SCOPE OF THIS DISTRICT**

**A. Requirement for this Operating Plan and Budget.** The Business Improvement District Act, specifically Section 31-25-1211, Colorado Revised Statutes (C.R.S.), requires that the Chambers Commercial Center Business Improvement District (the “District”) file an operating plan and budget with the Town Clerk no later than September 30 of each year.

Under the Business Improvement District Act, the Town is to approve the operating plan and budget within 30 days of the submittal of all required information.

The District will operate under the authorities and powers allowed under the Business Improvement District Act, Section 31-25-1201, *et seq.*, C.R.S., as amended (the “Act”), as further described and limited by this Operating Plan.

**B. What Must Be Included in the Operating Plan?** Pursuant to the provisions of the Act, this Operating Plan specifically identifies: (1) the composition of the Board of Directors; (2) the services and improvements to be provided by the District; (3) the taxes, fees, and assessments to be imposed by the District; (4) the estimated principal amount of the bonds to be issued by the District; and (5) such other information as the Town may require.

This Operating Plan and any subsequent Operating Plans that the Town approves will be incorporated herein by reference and shall remain in full force and effect except as specifically or necessarily modified hereby in future Operating Plans approved by the Town.

**C. Purposes.** The ongoing and/or contemplated purposes of this District include financing, acquisition, construction, completion, installation, replacement and/or operation and maintenance of all of the services and public improvements allowed under Colorado law for business improvement districts.

**D. Ownership of Property or Major Assets.** The District will own public improvements as constructed if such improvements are not otherwise dedicated to and accepted by other public entities for operation and maintenance. It is anticipated that some of the public improvements may be dedicated to the Town as required and agreed to by the Town.

**E. Contracts and Agreements.** It is anticipated that the District will enter into various agreements as required to facilitate the funding, construction, operation, and maintenance of public improvements. The District is not currently a party to any significant active contracts or agreements.

## 2. ORGANIZATION AND COMPOSITION OF THE BOARD OF DIRECTORS

**A. Organization.** Pursuant to the Petition for Organization for the District, the petitioners have requested the Town of Parker organize the District.

**B. Governance.** Pursuant to Section 31-25-1209(1)(d), C.R.S., the Town hereby appoints the initial board of directors for the District, which shall have up to five members. Each member shall be an elector of the District. The Town will appoint the initial board of directors for the District, after which the positions on the board shall be elected at the next regular election.

**C. Current Board.** The District will be managed by a board of directors consisting of five electors all of whom shall be voting members. The proposed initial five board members are:

- 1) Grant Nelson
- 2) Andrew Trietley
- 3) Joshua Brgoch
- 4) Thomas Clark
- 5) Dalton Horan

Director and other pertinent contact information is provided in Exhibit A.

**D. Term Limits.** A ballot question will be included on the November 7, 2023 election ballot to eliminate term limits.

**E. Advisory Board.** The board of directors may appoint one or more advisory boards to assist the board of directors on such matters as the board of directors desires assistance. The board of directors shall, upon the appointment of an advisory board, set forth its duties, duration, and membership. The board of directors may provide rules of procedure for the advisory board or may delegate to the advisory board the authority to provide such rules. No advisory boards have yet been appointed.

## 3. BOUNDARIES, INCLUSIONS AND EXCLUSIONS

The District's boundaries initially consist of approximately 14 acres. A legal description of the District's boundaries is attached as Exhibit B and a map of the District's boundaries is attached as Exhibit C. Future inclusions or exclusions shall be considered by the Town Council in accordance with the Act.

## 4. PUBLIC IMPROVEMENTS

The District will be primarily concerned with the provision of the significant amount of public improvements and services required within the boundaries of the District consistent with the approved development and land use plans for the property within the District; however, there may be instances where the District will provide public improvements or services outside of the boundaries of the District as may be required for development of the project. The District shall

have the authority to provide these improvements and services, but the revenue-raising powers of the District to recoup the costs of extraterritorial improvements and services shall be as limited by state law.

The public improvements that the District anticipates it will finance, construct, install or cause to be constructed and installed, include those public improvements the costs of which may, in accordance with the Act, Section 31-25-1201, *et seq.*, C.R.S., lawfully be paid for by the District, including, without limitation, water improvements, safety protection devices, sanitation improvements, marketing, streetscape improvements, street improvements, curbs, gutters, culverts, drainage facilities, sidewalks, parking facilities, paving, lighting, grading, security, landscaping, irrigation canal, and storm and wastewater management facilities and associated land acquisition and remediation. The District also anticipates providing services as authorized pursuant to Section 31-25-1212(1)(f), C.R.S.

The property owners of the District request that the Town designate the territory within the District as a location for new business or commercial development under Section 31-25-1203(10), C.R.S.

## **5. ADMINISTRATION, OPERATIONS, SERVICES, AND MAINTENANCE**

The District shall provide services and provide for ownership, operation, and maintenance of District facilities as activities of the District itself or by contract with other units of government or the private sector.

## **6. FINANCIAL PLAN AND BUDGET**

**A. 2023 – 2024 Budget.** The proposed 2023 - 2024 Budget for the District is attached as Exhibit D. The District anticipates a bond issuance in 2024, as reflected in the Budget.

**B. Authorized Indebtedness.** It is anticipated that the District will hold an election for the purpose of authorizing debt, taxes, revenue limits, spending limits, special assessments, and such other matters as may be necessary or convenient for the implementation of Art. X., Sec. 20 of the Colorado Constitution, and the Operating Plan. The initial maximum debt authorization for the District shall be \$2,100,000, provided that debt which has been refunded shall be excluded from this limitation.

**C. Property Tax and Mill Levy Caps.** The District's taxing ability shall not exceed an aggregate of 15 mills for debt service and 10 mills for general operations and administrative purposes. The mill levy caps set forth in this paragraph may be subject to upward or downward adjustments addressing any abatement or statutory, legislative, or constitutional changes that adjust or impact the assessed or actual valuation of property or the assessment ratio pursuant to which taxes are calculated occurring after January 1, 2023. Such upward or downward adjustments are to be determined by the Board of Directors in good faith (such determination to be binding and final) so that to the extent possible, the actual revenue generated by the mill levies, as adjusted for changes occurring after January 1, 2023, are neither diminished nor enhanced as a result of such changes.

**D. District Revenues.** The District anticipates developer funding for initial revenue sources and thereafter revenues derived from property taxes. The District shall also have the power to fix, and from time to time increase and decrease, rates, tolls, and charges for any services or improvements the District furnishes, as provided in Section 31-25-1212(1)(k), C.R.S. The District may also be the beneficiary of a public improvement fee.

**E. Existing Debt Obligations.** The District has no current debt.

**F. Future Debt Obligations.** Depending on certain factors, including market conditions, the District may issue bonds in 2024 to finance the construction of the public improvements if the District's Board of Directors determines it to be appropriate based on the circumstances.

**G. Financial Obligations.** The District may enter into agreements including reimbursement or similar agreements and leases as well as agreements for ongoing services such as legal, administration, compliance, budget, audit, etc.

**H. Non-Default Provisions.** Limited tax general obligation bonds the District issues shall be structured and/or credit enhancements provided such that the bonds cannot default as long as the District is imposing the required maximum allowed mill levy.

**I. Debt of the District.** The debt of the District will not constitute a debt or obligation of the Town in any manner. The faith and credit of the Town will not be pledged for the repayment of the debt of the District. This will be clearly stated on all offering circulars, prospectus, or disclosure statements associated with any debt issued by the District.

## **7. 2023 – 2024 ACTIVITIES, PROJECTS AND CHANGES**

It is anticipated that the District will primarily be engaged in the initial organization activities in 2023 and undertaking financing of the public improvements in 2024.

## **8. DISSOLUTION**

The District is anticipated to have ongoing operations and maintenance obligations that will necessitate perpetual existence. If the District no longer has such obligations, the District will seek to dissolve pursuant to Section 31-25-1225, C.R.S.

## **9. CONCLUSION**

It is submitted that this Operating Plan and Budget for the District meets the requirements of the Act and further meets applicable requirements of the Colorado Constitution and other law. It is further submitted that the types of services and improvements to be provided by the District are those services and improvements which satisfy the purposes of the Act.

**EXHIBIT A**  
**Director and Other Contact Information**

**BOARD OF DIRECTORS:**

|                 |                                               |
|-----------------|-----------------------------------------------|
| Grant Nelson    | 731 Norwich Court<br>Castle Pines, CO 80108   |
| Andrew Trietley | 7778 Solstice Way<br>Castle Rock, CO 80108    |
| Joshua Brgoch   | 11972 S. Silvertop Circle<br>Parker, CO 80134 |
| Thomas Clark    | 11280 Glenmoor Circle<br>Parker, CO 80138     |
| Dalton Horan    | 18184 Bunting Place<br>Parker, CO 80134       |

**DISTRICT CONTACT:**

Russell W. Dykstra  
Spencer Fane LLP  
1700 Lincoln Street, Suite 2000  
Denver, CO 80203  
303-839-3800  
rdykstra@spencerfane.com

**EXHIBIT B**  
**Legal Description of District Boundaries**

LOTS 1-9, 10A, 11A, TRACTS A AND B, DOUGLAS 234 FILING NO. 6, COUNTY OF DOUGLAS, STATE OF COLORADO,

ALSO DESCRIBED AS FOLLOWS:

A PART OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 29, WHENCE THE SOUTHEAST CORNER OF SAID SECTION 29 BEARS NORTH 89°15'13" EAST A DISTANCE OF 2639.25 FEET, SAID LINE FORMING THE BASIS OF BEARINGS FOR THIS DESCRIPTION; THENCE NORTH 89°15'13" EAST ALONG THE SOUTHERLY LINE OF SOUTHEAST QUARTER OF SECTION 29, A DISTANCE OF 527.04 FEET; THENCE NORTH 00°44'47" WEST A DISTANCE OF 62.64 FEET TO THE NORTHERLY LINE OF HESS ROAD AND THE POINT OF BEGINNING.

THENCE NORTH 53°05'57" WEST A DISTANCE OF 77.99 FEET;  
THENCE NORTH 10°51'05" WEST ALONG A LINE TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 170.63 FEET;

THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT A DISTANCE OF 563.43 FEET THROUGH A CENTRAL ANGLE OF 10°27'51" HAVING A RADIUS OF 3085.00 FEET AND A CHORD BEARING NORTH 16°05'00" WEST AND A DISTANCE OF 562.65 FEET;

THENCE NORTH 21°50'47" EAST ALONG A LINE NON-TANGENT WITH THE PREVIOUSLY DESCRIBED CURVE A DISTANCE OF 15.32 FEET;

THENCE NORTH 67°44'14" EAST ALONG A LINE NON-TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 288.93 FEET;

THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT A DISTANCE OF 17.48 FEET THROUGH A CENTRAL ANGLE OF 21°32'17" HAVING A RADIUS OF 46.50 FEET AND A CHORD BEARING SOUTH 77°57'51" EAST AND A DISTANCE OF 17.38 FEET TO A POINT OF REVERSE CURVE;

THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT A DISTANCE OF 136.49 FEET THROUGH A CENTRAL ANGLE OF 110°55'25" HAVING A RADIUS OF 70.50 FEET AND A CHORD BEARING NORTH 57°20'35" EAST AND A DISTANCE OF 116.15 FEET TO A POINT ON A CURVE;

THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT A DISTANCE OF 9.00 FEET THROUGH A CENTRAL ANGLE OF 17°11'35" HAVING A RADIUS OF 30.00 FEET AND A CHORD BEARING NORTH 60°09'45" EAST AND A DISTANCE OF 8.97 FEET TO A POINT OF COMPOUND CURVE;

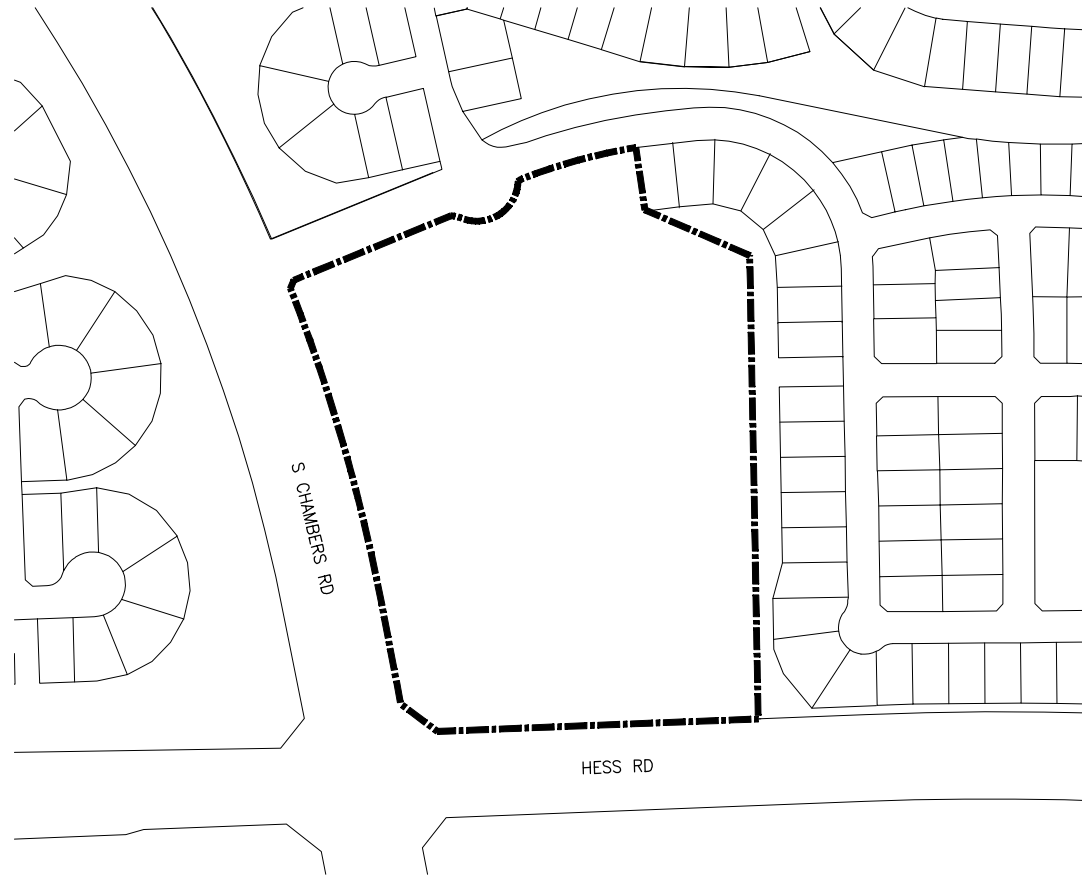
THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT A DISTANCE OF 200.37 FEET THROUGH A CENTRAL ANGLE OF 11°48'18" HAVING A RADIUS OF 972.50 FEET AND A CHORD BEARING NORTH 74°39'41" EAST AND A DISTANCE OF 200.02 FEET;

THENCE SOUTH 08°15'28" EAST ALONG A LINE NON-TANGENT WITH THE  
PREVIOUSLY DESCRIBED CURVE A DISTANCE OF 107.11 FEET;  
THENCE SOUTH 66°27'14" EAST A DISTANCE OF 195.03 FEET;  
THENCE SOUTH 01°02'54" EAST A DISTANCE OF 790.17 FEET;  
THENCE SOUTH 87°46'51" WEST A DISTANCE OF 547.23 FEET TO THE POINT OF  
BEGINNING.

COUNTY OF DOUGLAS, STATE OF COLORADO.



**EXHIBIT C**  
**Boundary Map**



LEGEND:

— — — — — PROPERTY BOUNDARY

SERVICE PLAN EXHIBIT — BOUNDARY

**EXHIBIT D**  
**2023 - 2024 BID Budget**  
**General Fund**

| <u>Expense</u>                             | <u>Actual</u><br><u>2022</u> | <u>Proposed</u><br><u>2023</u> | <u>Proposed</u><br><u>2024</u> |
|--------------------------------------------|------------------------------|--------------------------------|--------------------------------|
| Beginning Funds Balance                    | \$ -                         | \$ -                           | \$ -                           |
| Revenue                                    |                              |                                |                                |
| Property Taxes                             | \$ -                         | \$ -                           | \$ -                           |
| Specific Ownership Taxes                   | \$ -                         | \$ -                           | \$ -                           |
| Developer Advances                         | \$ -                         | \$ 50,000.00                   | \$ 50,000.00                   |
| Interest Income                            |                              |                                |                                |
| Miscellaneous Income                       | \$ -                         | \$ -                           | \$ -                           |
|                                            | \$ -                         | \$ -                           |                                |
| Total Revenue                              | \$ -                         | \$ 50,000.00                   | \$ 50,000.00                   |
| Total Funds Available                      | \$ -                         | \$ 50,000.00                   | \$ 50,000.00                   |
| Expenditures                               |                              |                                |                                |
| Accounting / Audit                         | \$ -                         | \$ 2,500.00                    | \$ 2,500.00                    |
| Election Expense                           | \$ -                         | \$ -                           | \$ -                           |
| Engineering                                | \$ -                         | \$ 10,000.00                   | \$ 10,000.00                   |
| Insurance/SDA Dues                         | \$ -                         | \$ 2,500.00                    | \$ 2,500.00                    |
| Legal                                      | \$ -                         | \$ 15,000.00                   | \$ 15,000.00                   |
| Management                                 | \$ -                         | \$ 1,500.00                    | \$ 1,500.00                    |
| Contingency                                | \$ -                         | \$ 15,000.00                   | \$ 15,000.00                   |
| Misc. Expenses                             | \$ -                         | \$ 2,000.00                    | \$ 2,000.00                    |
| Treasurer's Fees                           | \$ -                         | \$ -                           | \$ -                           |
| Repay Developer Advances                   | \$ -                         | \$ -                           | \$ -                           |
| Total Expenditures                         | \$ -                         | \$ 48,500.00                   | \$ 48,500.00                   |
| Emergency Reserve                          | \$ -                         | \$ 1,500.00                    | \$ 1,500.00                    |
| Total Expenditures requiring appropriation | \$ -                         | \$ 50,000.00                   | \$ 50,000.00                   |
| Ending Funds Balance                       | \$ -                         | \$ -                           | \$ -                           |

## Capital Projects Fund

| <u>Expense</u>                     | Actual<br><u>2022</u> | Proposed<br><u>2023</u> | Proposed<br><u>2024</u> |
|------------------------------------|-----------------------|-------------------------|-------------------------|
| Beginning Funds Balance            | \$ -                  | \$ -                    | \$ -                    |
| Revenue                            |                       |                         |                         |
| Developer Advances                 | \$ -                  | \$ -                    | \$ -                    |
| Bond Proceeds                      | \$ -                  | \$ -                    | \$ 1,681,000            |
| Total Funds Available              | \$ -                  | \$ -                    | \$ 1,681,000            |
| Expenditures                       |                       |                         |                         |
| Issuance costs                     | \$ -                  | \$ -                    | \$ 283,620              |
| Organization costs                 | \$ -                  | \$ -                    | \$ -                    |
| Legal                              | \$ -                  | \$ -                    | \$ -                    |
| Capital expenditures               | \$ -                  | \$ -                    | \$ 1,053,941            |
| Repay developer advances           | \$ -                  | \$ -                    | \$ -                    |
| Repay developer advances- interest | \$ -                  | \$ -                    | \$ -                    |
| Transfer to Debt Service           | \$ -                  | \$ -                    | \$ 343,439              |
| Total Expenditures                 | \$ -                  | \$ -                    | \$ 1,681,999            |
| Ending Fund Balance                | \$ -                  | \$ -                    | \$ -                    |

## Debt Service Fund

| <u>Expense</u>                 | Actual<br><u>2022</u> | Proposed<br><u>2023</u> | Proposed<br><u>2024</u> |
|--------------------------------|-----------------------|-------------------------|-------------------------|
| Beginning Funds Balance        | \$ -                  | \$ -                    | \$ -                    |
| Revenue                        |                       |                         |                         |
| Property Taxes                 | \$ -                  | \$ -                    | \$ -                    |
| Specific Ownership Taxes       | \$ -                  | \$ -                    | \$ -                    |
| Developer Fees                 | \$ -                  | \$ -                    | \$ -                    |
| Transfer from Capital Projects | \$ -                  | \$ -                    | \$ 343,439              |
| Interest Income                |                       |                         |                         |
|                                | \$ -                  | \$ -                    |                         |
| Total Revenues                 | \$ -                  | \$ -                    | \$ 343,439              |
| Total Funds Available          | \$ -                  | \$ -                    | \$ 343,439              |
| Expenditures                   |                       |                         |                         |
| Capitalized Interest           | \$ -                  | \$ -                    | \$ 227,439              |
| Bond principal                 | \$ -                  | \$ -                    | \$ -                    |
| Treasurer's Fees               | \$ -                  | \$ -                    | \$ -                    |
| Trustee/paying agent fees      | \$ -                  | \$ -                    | \$ -                    |
| Miscellaneous                  | \$ -                  | \$ -                    | \$ -                    |
| Management                     | \$ -                  | \$ -                    | \$ -                    |
| Contingency                    | \$ -                  | \$ -                    | \$ -                    |
| Treasurer's Fees               | \$ -                  | \$ -                    | \$ -                    |
| Repay Developer Advances       | \$ -                  | \$ -                    | \$ -                    |
| Total Expenditures             | \$ -                  | \$ -                    | \$ -                    |
| Reserve Fund                   | \$ -                  | \$ -                    | \$ 116,000              |
| Ending Fund Balance            | \$ -                  | \$ -                    | \$ -                    |



## Request for Town Council Action

**Date:** August 21, 2023

**Submitted By:** Bob Exstrom, Project Manager

**Reviewed By:** Michelle Kivela, Town Manager

**Title:** **ORDINANCE NO. 1.590 - Second Reading**  
**A Bill for an Ordinance to Approve the Agreement for Purchase and Sale of Land with CBDG, LLC, Concerning Lot 26A, Block 1, Twenty Mile Village Filing No. 2, 4th Amendment**  
**Department: Engineering and Public Works, Bob Exstrom**

### **EXECUTIVE SUMMARY**

---

The purpose of this ordinance is to approve the Right-of-Way Purchase and Sale Agreement for the conveyance of real property from CBDG LLC for a Portion of Lot 26A, Block 1, Twenty Mile Village Filing No. 2, 4th Amendment.

### **STAFF RECOMMENDATION**

---

Approve

### **BACKGROUND/DISCUSSION**

---

The Town is currently in receipt of final construction drawings for an upcoming capital improvement project known as the Dransfeldt Road Widening Project (the "Project"). The Project proposes to make roadway and sidewalk improvements to Dransfeldt Road between Pony Express Drive and Mainstreet. The roadway will be widened from a four (4) lane section to a five (5) lane section, including the addition of one new southbound thru/right-turn lane. Additionally, sidewalks and curb ramps will be reconstructed along the widened section to increase pedestrian mobility and ADA compliance.

In November 2022, Town Council approved Ordinance No. 1.570 which authorized staff to proceed with good faith negotiations regarding procurement of right-of-way and temporary construction easements necessary to construct the Project. There are five (5) impacted parcels inside the Project limits and this ordinance addresses the permanent and temporary acquisitions of real property required from CBDG LLC for a Portion of Lot 26A, Block 1, Twenty Mile Village Filing No. 2, 4th Amendment.

Approximately 361 square feet of additional right-of-way is necessary to relocate existing traffic facilities and accommodate new sidewalks and curb ramps. Approximately 2,838 square feet of temporary construction easement is needed to facilitate construction and for restoration of private landscaping and irrigation that are anticipated to be impacted due to the widening. See the Vicinity Map attached to this memo.

### **FINANCIAL IMPACT**

---

The purchase price for this acquisition, including the right-of-way and temporary construction easement, is \$26,530.00 (excluding closing costs). Funding has been appropriated for this acquisition in the Urban Renewal Projects Fund (301-4652).

### **STRATEGIC GOAL(S)**

---



SUPPORT AN  
ACTIVE COMMUNITY



ENHANCE ECONOMIC  
VITALITY



PROMOTE A SAFE AND  
HEALTHY COMMUNITY

### **ATTACHMENTS**

---

1. Vicinity Map
2. Ordinance No. 1.590

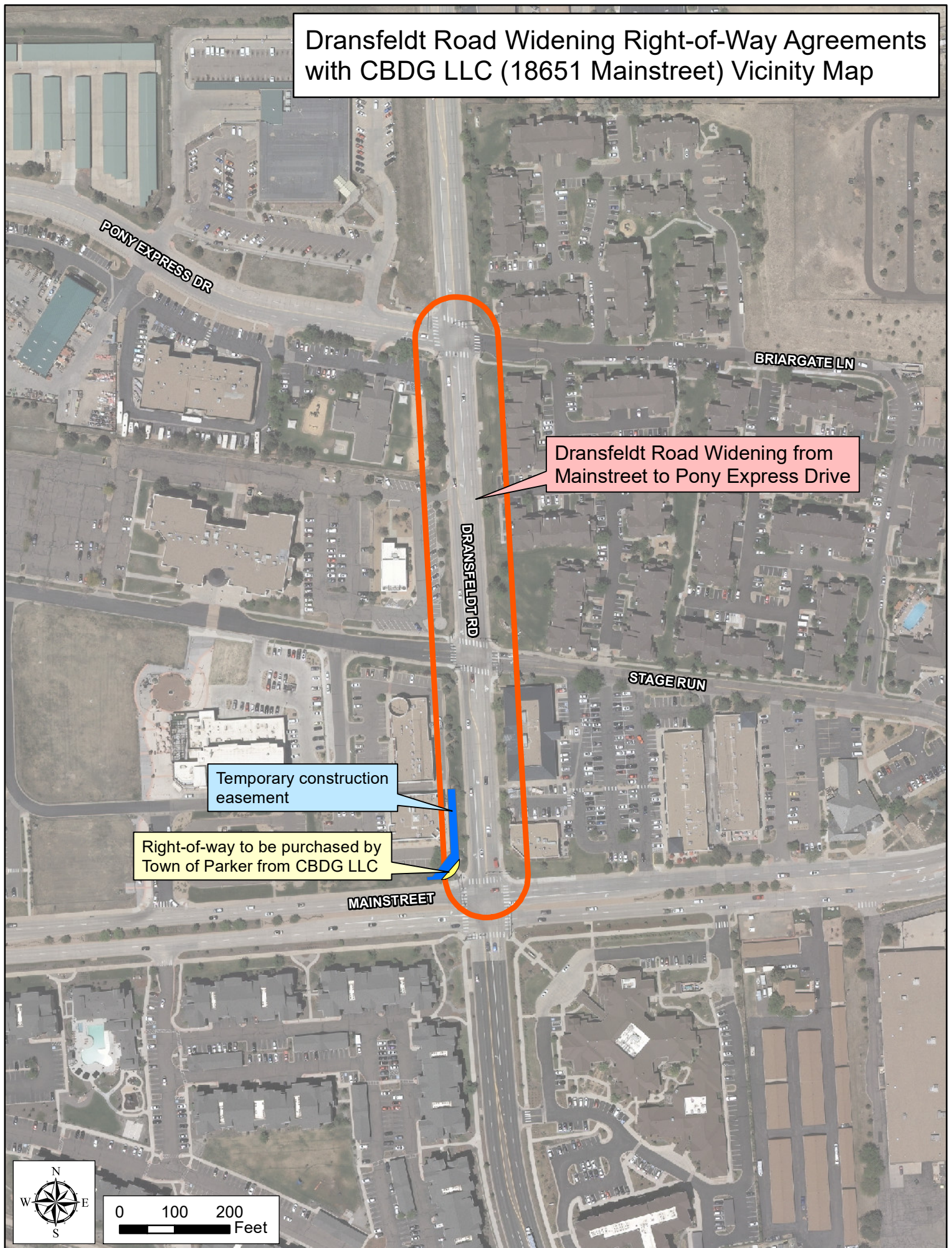
### **RECOMMENDED MOTION**

---

I move to approve Ordinance 1.590 on second reading.



# Dransfeldt Road Widening Right-of-Way Agreements with CBDG LLC (18651 Mainstreet) Vicinity Map





**ORDINANCE NO. 1.590, Series of 2023**

**TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE AGREEMENT FOR PURCHASE AND SALE OF LAND WITH CDBG, LLC, CONCERNING LOT 26A, BLOCK 1, TWENTY MILE VILLAGE FILING NO. 2, 4<sup>th</sup> AMENDMENT**

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

**Section 1.** The Town Council of the Town of Parker hereby approves the Agreement for the Purchase and Sale of Land with CDBG, LLC, Concerning Lot 26A, Block 1, Twenty Mile Village Filing No. 2, 4<sup>th</sup> Amendment, which Agreement 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. The Town Manager is authorized to execute all closing documents related to this transaction.

**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 \_\_\_\_\_, 2023.

\_\_\_\_\_  
Jeff Toborg, Mayor

ATTEST:

\_\_\_\_\_  
Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Jeff Toborg, Mayor

ATTEST:

\_\_\_\_\_  
Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Kristin Hoffmann, Town Attorney

# EXHIBIT 1

## TOWN OF PARKER

### RIGHT-OF-WAY PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between **CBDG, LLC**, ("Seller") and the Town of Parker, a Colorado Home Rule Municipality, whose address is 20120 E. Mainstreet, Parker, Colorado 80138 ("Purchaser").

#### WITNESSETH:

WHEREAS, Seller owns certain real property in Douglas County, Colorado, together with tangible and intangible rights appurtenant to or benefiting that property; and

WHEREAS, Seller wishes to transfer and convey a portion of that property to Purchaser in order to avoid condemnation proceedings, and Purchaser wishes to acquire that property from Seller.

NOW, THEREFORE, in consideration of the above premises, the mutual promises and covenants below, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Purchase and Sale Agreement. Subject to the terms, provisions, covenants and conditions herein contained, Seller hereby agrees to sell and convey and Purchaser hereby agrees to purchase and pay for:

- (a) A parcel of real property located in Douglas County, Colorado, and more specifically described in **Exhibit A**, attached hereto and incorporated herein by this reference, together with all easements and rights-of-way appurtenant thereto and all improvements and fixtures of a permanent nature currently on the premises; and
- (b) A temporary easement located in Douglas County, Colorado, and more specifically described in **Exhibit B**.

2. Purchase Price and Payment. The parties agree that the purchase price for the Property shall be **\$26,530.00** (the "Purchase Price"), payable in cash or certified funds, delivered to Seller at closing and upon delivery of the deed at closing, less any amounts to be withheld in accordance with Section 8 of this Agreement, and further subject to all terms and conditions set forth in this Agreement.

3. Merchantability of Title; Objections to Title.

(a) Seller represents to Purchaser that at closing Seller will have and will convey to Purchaser good, merchantable and insurable title to the Property, including fee simple title to the

Property described in **Exhibit A**, subject only to prorated general real estate taxes on the Property described in **Exhibit A** for the current year and to any burdens, easements, rights-of-way, agreements, reservations, restrictions and encumbrances described in the title commitment approved by Purchaser as hereinafter provided (the "Permitted Exceptions").

(b) Seller represents and covenants to the Purchaser that it comprises all of the parties who have a fee interest in the property interests being acquired herein, and that to the best of Seller's knowledge, there are no other interested parties in said property, except with regard to the Permitted Exceptions.

(c) If Purchaser deems, in its sole discretion, that title for any reason is not merchantable in Seller, Purchaser shall give immediate notice thereof to Seller, and Seller shall make a reasonable effort to correct any defects objectionable to Purchaser prior to the closing date.

(d) If Seller is unable or unwilling to correct such defects on or before the closing date, this Agreement, at Purchaser's option, may be declared void and of no force or effect. In the event of such termination, the parties shall have no further rights or obligations hereunder.

(e) The Seller acknowledges that the Purchase Price is full and just compensation for all of its interests, the interests of all lienors, deed of trust holders and beneficiaries, mortgagees, lessees (whether or not the lease is recorded), and any and all other legal or equitable interests in the Property that exist at the time of the closing except for the Permitted Exceptions.

4. Title Commitment; Title Policy. The Purchaser may, at its option and expense, obtain a current commitment for a title insurance policy and obtain a title insurance policy current as of the date of closing.

5. Closing Documents. At closing, the Seller shall execute and deliver to the Purchaser the following documents:

- (a) A general warranty deed, prepared by legal counsel for the Town of Parker, conveying the property described in Exhibit A to Purchaser in fee simple, free and clear of all general real estate taxes on the Property except for the current year, all liens for any improvements installed as of the date of closing whether assessed or not, and all easements, covenants, liens and encumbrances which are shown on the title commitment and are not accepted by Purchaser at closing, which deed shall include a notation that the Property is being purchased under threat of condemnation and that other factors were included in the determination of the price in addition to fair market value;
- (b) A temporary easement in the form attached hereto as Exhibit B; and
- (c) Such other documents as reasonably required by the title insurance company to accomplish the closing and allow for the issuance of a title insurance policy to the Town.

6/1/2023

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24 -

6. Closing. The date, time and location of closing shall be mutually agreed upon by Purchaser and Seller as soon as possible following the execution of this Agreement; provided, however, that if for any reason a closing does not occur on or before September 15, 2023 or such other date mutually agreed to in writing by the parties. Purchaser and Seller shall be entitled to exercise their rights contained in the "Remedies" section contained herein.

7. Closing Costs. Purchaser shall pay any closing fees charged by the title insurance company and all recording fees for the documents delivered by Seller to Purchaser hereunder. Each party shall be responsible for the payment of its own attorney's fees incurred in connection with the transaction that is the subject of this Agreement.

8. Taxes. Seller shall pay all personal property taxes and general property taxes due on the Property for the year of closing and all preceding years. General taxes for the year of closing shall be apportioned between the parties to the date of delivery of the deed.

9. Entry on Property. Seller shall allow Purchaser and its authorized representatives to enter upon the Property from time to time prior to closing for the purposes of placing markers and conducting visual inspections, surveys, subsurface drilling, soil tests, groundwater tests, environmental audits and tests to determine adverse environmental conditions and contamination. Purchaser's representatives shall give reasonable notice to the Seller upon entering the Property for these purposes. All costs and expenses of such inspection shall be borne solely by Purchaser.

10. Risk of Loss; Damage to Property. If improvements are located on the Property, loss or damage to the improvements from any cause, including but not limited to fire, vandalism, or acts of God, from the date of this Agreement until the conveyance of said deed from Seller to the Purchaser shall be the risk of the Seller. If, prior to closing, improvements are destroyed or damaged in whole or in part, this Agreement may be canceled at the option of the Purchaser. The Purchaser, at its option shall have the right to proceed with specific performance of this Agreement despite such damage, provided that the Purchaser shall be entitled to all the credit for insurance proceeds resulting from such damage, not exceeding, however, the total purchase price.

11. Seller's Representations. Seller represents that to the best of its knowledge, as of the date hereof, and as of the date of the closing, that the following are true and correct:

(a) Soils. Seller has no knowledge of any patent or latent defects, soil deficiencies, or subsurface anomalies existing on the Property;

(b) No litigation or investigations. There is no pending or threatened litigation, proceeding, or investigation by any governmental authority or any other person known to Seller against or otherwise affecting the Property other than: (list, if any) \_\_\_\_\_, nor does Seller know of any ground for any such litigation, proceedings or investigations; and

(c) Documents. Each and every document, schedule, item, and other information

6/1/2023

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delivered or to be delivered by the Seller to the Purchaser hereunder, or made available to the Purchaser for inspection hereunder, shall be accurate and correct; and

(d) No special assessments. There are no special assessments which now burden or encumber the Property, there are no special assessments currently proposed as to the Property and the Property shall be free and clear of all liens for special improvements installed as of the date of closing, whether assessed or not; and

(e) Leases. Seller has notified Purchaser of all leases, tenancies or rental agreements relating to the Property, or to any part thereof; and

(f) Third party improvements. Seller has notified Purchaser of all improvements, real or personal, on the Property not owned by the Seller and Seller hereby warrants to Purchaser that it is the lawful owner of all other improvements located in or on the Property and is entitled to compensation for same.

(g) Easements. Seller has notified Purchaser of all easements, rights-of-way or claims of possession not shown by record, whether by grant, prescription, adverse possession or otherwise, as to any part of the Property; and

(h) No landfill. No part of the Property has ever been used as a landfill, and no materials have ever been stored or deposited upon the Property which would, under any applicable governmental law or regulation, require that the Property be treated or materials removed from the Property prior to the use of the Property, for any purpose which would be permitted by law but for the existence of said materials on the Property; and

(i) No pollution.

(1) The Property is not contaminated with any hazardous substance;

(2) Seller has not caused and will not cause, and to the best of Seller's knowledge, after diligent investigation and inquiry, there never has occurred, the release of any hazardous substance on the Property;

(3) The Property is not subject to any federal, state or local "superfund" lien, proceedings, claim, liability or action, or the threat or likelihood thereof, for the cleanup, removal, or remediation of any such hazardous substance from the Property or from any other real property owned or controlled by Seller or in which Seller has any interest, legal or equitable;

(4) There is no asbestos on the Property;

(5) There is no underground storage tank on the Property;

(6) By acquiring the Property, Purchaser will not incur or be subject to any "superfund" liability for the cleanup, removal or remediation of any hazardous substance from the

6/1/2023

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real estate or any liability, cost, or expense for the removal of any asbestos or underground storage tank from the Property.

(The terms "hazardous substance," "release," and "removal," as used herein, shall have the same meaning and definition as set forth in paragraphs (14), (22) and (23), respectively, of Title 42 U.S.C. Section 9601; provided, however, that the term "hazardous substance," as used herein, also shall include "hazardous waste," as defined in paragraph (5) of 42 U.S.C. Section 6903 and "petroleum," as defined in paragraph (8) of 42 U.S.C. 6991. The term "superfund," as used herein, means the Comprehensive Environment Response, Compensation and Liability Act, as amended, Title 42 U.S.C. Section 9601, *et seq.*, as amended, and any similar state statute or local ordinance applicable to the Property, and all rules and regulations promulgated, administered and enforced by any governmental agency or authority pursuant thereto. The term "underground storage tank," as used herein, shall have the same meaning and definitions as set forth in paragraph (1) of 42 U.S.C. Section 6991. Seller agrees to cooperate with the Purchaser in completing an environmental audit, if one is conducted. Should any environmental audit reveal the presence of hazardous materials on the property, then the Purchaser has the express option of terminating this Agreement.)

(j) In order to provide the Purchaser with information to protect the Purchaser and its contractors and agents, the Seller agrees to provide any information whatsoever that it may have with regard to environmental contamination and will answer environmental inventory questions, to the best of the Seller's knowledge, if requested by the Purchaser.

#### 12. Contingencies.

(a) Performance by Purchaser under this Agreement is expressly contingent upon Purchaser's inspection of the Property, review of all agreements and information affecting the Property, review and approval of the title commitment and title documents, any appraisal of the Property which the Purchaser has obtained, approval by the Purchaser of any survey of the Property and approval by the Town Council of the Town of Parker of the acquisition of the Property.

(b) Seller agrees that closing of this Agreement is contingent upon the partial release and/or satisfaction of the exceptions shown in the title commitment for the property, unless the Purchaser agrees in writing to acquire the Property subject to any such exceptions. While Purchaser will assist the Seller in obtaining releases or satisfaction of the exceptions, the obligation is Seller's.

(c) If Purchaser physically damages the remaining property of the Seller by its construction activities, the Purchaser shall be responsible to restore such damaged property or make restitution to the Seller.

(d) In the event of termination of this Agreement due to the failure of any contingency, the parties shall have no further rights or obligations hereunder.

#### 13. Remedies.

(a) In the event that the Seller fails to consummate this Agreement for any reason, except

6/1/2023

C:\USERS\NRAGL\WESTERN STATES DROPBOX\PARKER\C50-34 DRANSEFELDT WIDENING\OWNERS\CBDG LLC\REVISED  
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Purchaser's default or termination of this Agreement by Purchaser pursuant to the provisions hereof, Purchaser may, at its option, enforce this Agreement by (1) terminating this Agreement and proceeding with a condemnation action, and the Purchaser may utilize this Agreement as an admission of the value of the property being acquired, or (2) bringing an action against the Seller for specific performance or damages or both. Seller acknowledges and agrees that the subject of this Agreement is unique and irreplaceable and damages would be a wholly inadequate remedy for Purchaser in the event of termination of this Agreement by Seller.

(b) In the event that Purchaser shall fail to close on this Agreement for any reason, Seller shall not be entitled to enforce this Agreement through an action for specific enforcement, nor shall Seller be entitled to any damages from Purchaser for any such failure, and Seller's exclusive remedy shall be the rescission of this Agreement. In the event of default or termination of this Agreement by Purchaser, the parties shall have no further rights or obligations hereunder.

(c) If there is a default by the Seller under this Agreement and the Purchaser elects to treat the Agreement as terminated and files a condemnation lawsuit to obtain possession of and title to the Property, the Seller hereby agrees and stipulates that (1) there has been a failure of negotiations to acquire the Property and (2) the Purchaser may take possession of the Property immediately upon paying into the registry of the court a deposit equal to the Purchase Price. The Seller and the Purchaser agree that the terms of this paragraph shall survive a default by any party.

(d) In the event that Seller is responsible for pollution of the Property contrary to its representations in paragraph 12 above, Seller shall indemnify Purchaser for all of Purchaser's costs in remediating the pollution as required by local, state and federal law.

14. Time. Time is of the essence hereof and all terms, conditions and covenants shall be tendered or performed as specified herein.

15. Agreement Binding. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns. The parties hereto agree that, except for such of the terms, conditions, covenants and agreements hereof which are, by their very nature, fully and completely performed upon closing, all of the terms, conditions, representations, warranties, covenants and agreements herein set forth and contained shall survive the closing and shall continue to be binding upon the parties and their above-named successors.

16. Colorado Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by the laws of the State of Colorado.

17. Recording. This Agreement may be recorded in the records of the Office of the Clerk and Recorder of Douglas County, Colorado.

18. Entire Agreement. This Agreement embodies the complete Agreement between the parties and cannot be modified or amended except by the written agreement of the parties.

6/1/2023

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19. Whenever used herein, the singular number shall include the plural, the plural the singular; and the use of any gender shall be applicable to all genders.

20. Nonvoluntary Transfer. The Purchaser acknowledges that the Property is being purchased under threat of condemnation and that other factors may have been considered in the determination of the price set forth herein in addition to fair market value. This transaction represents a nonvoluntary transfer by the owner.

6/1/2023

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

SELLER CBDG, LLC

BY: \_\_\_\_\_

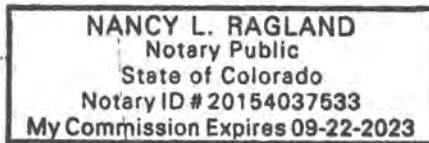
STATE OF COLORADO )  
 ) ss.  
COUNTY OF DOUGLAS )

TIMOTHY TIN-TU CAO

The above and foregoing document was acknowledged before me this 1st day of August, 2023 by Tim Cao as owner for CBDG, LLC.

WITNESS my hand and official seal.

My Commission Expires: 9-22-23



Notary Public

Address of Notary: 5575 Denver Ave  
Danver, Co. 80531

PURCHASER:

TOWN OF PARKER

By: \_\_\_\_\_

Jeff Toborg, Mayor

ATTEST:

\_\_\_\_\_  
Chris Vanderpool, Town Clerk

Approved as to legal form:

\_\_\_\_\_  
Kristin S. Hoffmann, Town Attorney

6/1/2023

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PSA PURCHASE AND SALE-A013023-CYHREV-033123-2-CLEAN-126A.DOCX

## EXHIBIT A

### LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF LOT 26A, BLOCK 1, TWENTY MILE VILLAGE FILING NO. 2, 4TH AMENDMENT RECORDED AT RECEPTION NO. 01028560 IN THE OFFICIAL RECORDS OF THE DOUGLAS COUNTY, COLORADO CLERK AND RECORDER'S OFFICE, SITUATED IN THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, SAID COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 26A;

THENCE ALONG THE EASTERLY LINE OF SAID LOT 26A SOUTH 03°04'55" EAST, A DISTANCE OF 127.06 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID EASTERLY LINE AND ALONG THE SOUTHERLY LINE OF SAID LOT 26A THE FOLLOWING THREE (3) COURSES:

1. SOUTH 03°04'55" EAST, A DISTANCE OF 1.57 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 33.44 FEET;
2. SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 88°55'26", AN ARC LENGTH OF 51.90 FEET;
3. SOUTH 85°50'31" WEST, A DISTANCE OF 1.57 FEET;

THENCE DEPARTING SAID SOUTHERLY LINE, NORTH 41°22'48" EAST, A DISTANCE OF 49.09 FEET TO THE POINT OF BEGINNING

CONTAINING AN AREA OF 0.008 ACRES, (361 SQUARE FEET), MORE OR LESS.

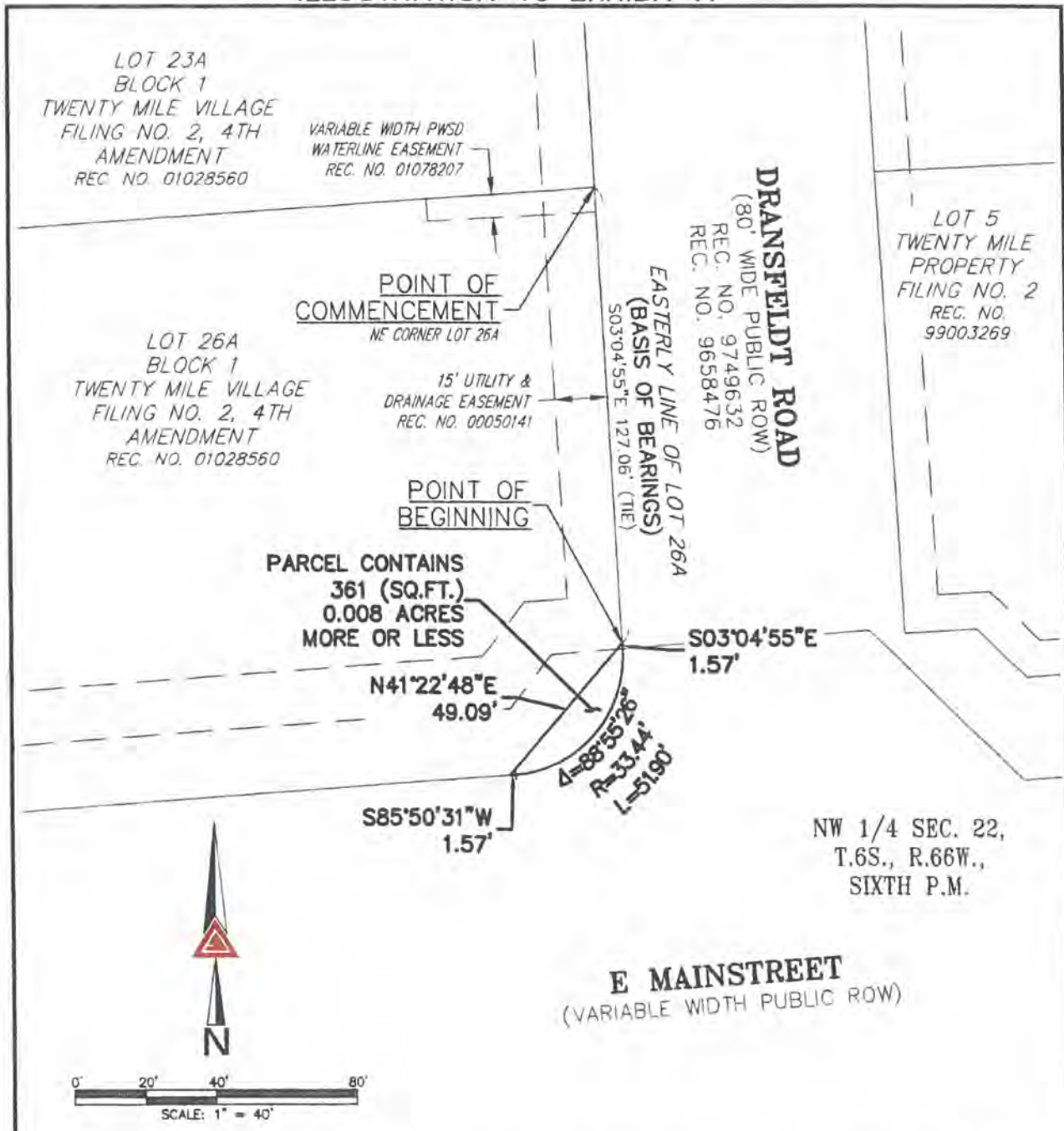
ALL LINEAL DISTANCES ARE REPRESENTED IN U.S. SURVEY FEET.

ILLUSTRATION ATTACHED AND MADE A PART HEREOF



KARL D. SZYSZKOSKI, PLS 38691  
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR  
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.  
300 E. MINERAL AVE., SUITE 1,  
LITTLETON, CO 80122

# ILLUSTRATION TO EXHIBIT A



NOTE: THIS ILLUSTRATION DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

PATH: Q:\12321-08\DWG\EXHIBITS\  
 DWG NAME: L26A, B1 - PE.DWG  
 DWG: KDS CHK: JRW  
 DATE: 09/30/2022  
 SCALE: 1" = 40'



300 East Mineral Ave.  
 Suite 1  
 Littleton, Colorado 80122  
 Phone: (303) 713-1498  
 Fax: (303) 713-1497  
 www.aztecconsultants.com

RIGHT-OF-WAY  
 NW 1/4 SEC. 22, T6S, R66W, 6TH PM  
 TOWN OF PARKER, COLORADO  
 JOB NUMBER 12321-08 2 OF 2 SHEETS



**EXHIBIT B**  
**TEMPORARY CONSTRUCTION EASEMENT**

**KNOW ALL MEN BY THESE PRESENTS:** That \_\_\_\_\_, whose address is CBDG LLC whose address is 10463 Stone Willow Dr. Parker, CO 80134 ("**Grantor**"), in consideration of **TEN DOLLARS (\$10.00)**, receipt of which is hereby acknowledged, and other good and valuable consideration, does hereby grant, bargain, sell and convey to **TOWN OF PARKER, a Colorado Home Rule Municipality**, whose address is 20120 E. Mainstreet, Parker, Colorado 80138, ("**Grantee**"), a Temporary Easement for use during construction of the Dransfeldt roadway improvements (the "Project"), together with all rights and privileges as are necessary or incidental to the reasonable and proper use of such easement in and to, over, under and across the tract of land described as follows:

More particularly described on **EXHIBIT A**, attached hereto and by this reference made a part hereof (the "Subject Property").

1. Said Temporary Easement shall expire and be of no further force or effect twelve (12) months after the date Grantee provides written notice of the commencement of the Temporary Easement by Grantor, which notice shall be provided within two (2) years of execution of this Agreement. The Grantor also grants to the Grantee the option to extend this Temporary Easement for a period not to exceed one (1) year from the date of expiration hereof. Any such extension of the Temporary Easement shall be on the same terms and conditions of those set forth herein, including the payment of additional compensation in the amount of \$7,663.00 for the one-year extension.

2. During the term of this Temporary Easement, Grantor shall not erect or construct, or allow to be erected or constructed, any building or other structure which may interfere with Grantee's full enjoyment of the rights hereunder.

3. The parties hereto agree that neither has made nor authorized any agreement with respect to the subject matter of this instrument other than expressly set forth herein, and no oral representation, promise or consideration different from the terms herein contained shall be binding on either party, or its agents or employees hereto.

4. Grantor warrants that he has full and lawful authority to make the grant hereinabove contained and promises and agrees to defend Grantee in the exercise of its rights hereunder against any defect in Grantor's title to the land involved or Grantor's rights to make the grant hereinabove contained.

5. Grantee further agrees to provide the following to Grantor during the term of this Temporary Easement:

- A. Grantee shall cause the Contractor of the Project utilizing the Temporary Easement on behalf of the Grantee to name Grantor as an additional insured on its policy of insurance, and Grantee shall provide Grantor with a Certificate of Insurance evidencing such additional insured protection;

6. Whenever used herein, the singular number shall include the plural, the plural the singular; and the use of any gender shall be applicable to all genders. All of the covenants herein contained shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns.

GRANTOR: CBDG LLC

TITLE: \_\_\_\_\_

[illegible]

WITNESS my hand and official seal.

Notary Public  
Address:

GRANTEE: TOWN OF PARKER

By: \_\_\_\_\_  
Michelle Kivela, Town Manager

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Chris Vanderpool, Town Clerk

Approved as to legal form:

\_\_\_\_\_  
Kristin S. Hoffmann, Town Attorney

## EXHIBIT A

### LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF LOT 26A, BLOCK 1, TWENTY MILE VILLAGE FILING NO. 2, 4TH AMENDMENT RECORDED AT RECEPTION NO. 01028560 IN THE OFFICIAL RECORDS OF THE DOUGLAS COUNTY, COLORADO CLERK AND RECORDER'S OFFICE, SITUATED IN THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, SAID COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE NORTHEAST CORNER OF SAID LOT 26A;

THENCE ALONG THE EASTERLY LINE OF SAID LOT 26A, SOUTH 03°04'55" EAST, A DISTANCE OF 127.06 FEET;

THENCE DEPARTING SAID EASTERLY LINE, SOUTH 41°22'48" WEST, A DISTANCE OF 49.09 FEET TO THE SOUTHERLY LINE OF SAID LOT 26A;

THENCE ALONG SAID SOUTHERLY LINE, SOUTH 85°50'31" WEST, A DISTANCE OF 26.05 FEET;

THENCE DEPARTING SAID SOUTHERLY LINE, NORTH 04°29'42" WEST, A DISTANCE OF 6.59 FEET;

THENCE NORTH 85°50'31" EAST, A DISTANCE OF 10.00 FEET;

THENCE NORTH 38°17'01" EAST, A DISTANCE OF 53.85 FEET;

THENCE NORTH 03°04'55" WEST, A DISTANCE OF 115.18 FEET TO THE NORTHERLY LINE OF SAID LOT 26A;

THENCE ALONG SAID NORTHERLY LINE, NORTH 86°05'05" EAST, A DISTANCE OF 15.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 0.065 ACRES, (2,838 SQUARE FEET), MORE OR LESS.

ALL LINEAL DISTANCES ARE REPRESENTED IN U.S. SURVEY FEET.

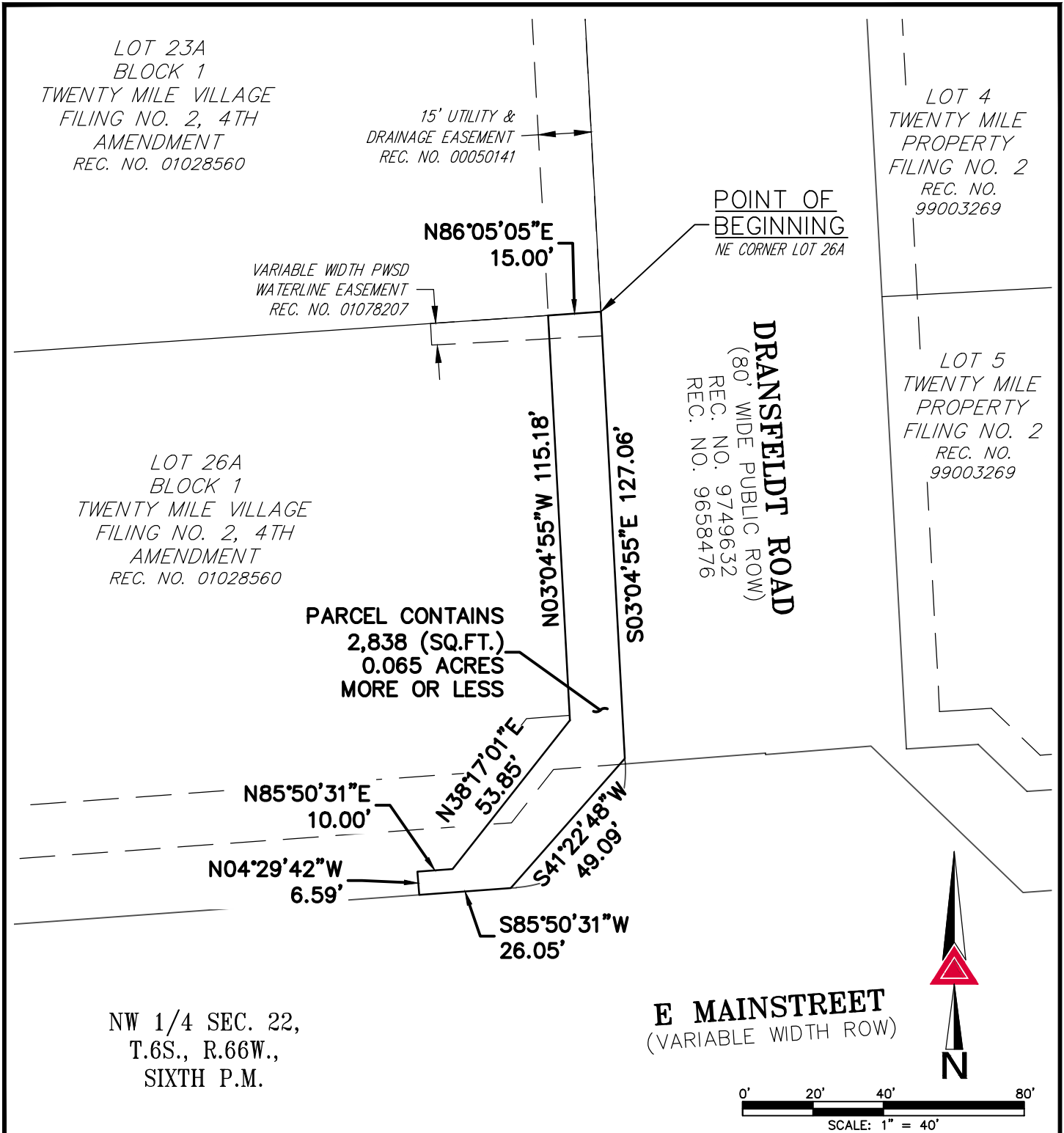
ILLUSTRATION ATTACHED AND MADE A PART HEREOF.



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PATH: Q:\12321-08\DWG\EXHIBITS\  
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DWG: KDS CHK: JRW  
DATE: 09/30/2022  
SCALE: 1" = 40'



**AZTEC**  
CONSULTANTS, INC.

300 East Mineral Ave,  
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Phone: (303)713-1898  
Fax: (303)713-1897  
[www.aztecconsultants.com](http://www.aztecconsultants.com)

TEMPORARY CONSTRUCTION EASEMENT  
NW 1/4 SEC. 22, T6S, R66W, 6TH PM  
TOWN OF PARKER, COLORADO

JOB NUMBER 12321-08

2 OF 2 SHEETS



## Request for Town Council Action

**Date:** August 21, 2023

**Submitted By:** Bob Exstrom, Project Manager

**Reviewed By:** Michelle Kivela, Town Manager

**Title:** **ORDINANCE NO. 1.591 - Second Reading**  
**A Bill for an Ordinance to Approve the Agreement for Purchase and Sale of Land with CBDG, LLC, Concerning Lot 23A, Block 1, Twenty Mile Village Filing No. 2, 4th Amendment**  
**Department: Engineering and Public Works, Bob Exstrom**

### **EXECUTIVE SUMMARY**

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The purpose of this ordinance is to approve the Right-of-Way Purchase and Sale Agreement for the conveyance of real property from CBDG LLC for a Portion of Lot 23A, Block 1, Twenty Mile Village Filing No. 2, 4th Amendment.

### **STAFF RECOMMENDATION**

---

Approve

### **BACKGROUND/DISCUSSION**

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The Town is currently in receipt of final construction drawings for an upcoming capital improvement project known as the Dransfeldt Road Widening Project (the "Project"). The Project proposes to make roadway and sidewalk improvements to Dransfeldt Road between Pony Express Drive and Mainstreet. The roadway will be widened from a four (4) lane section to a five (5) lane section, including the addition of one new southbound thru/right-turn lane. Additionally, sidewalks and curb ramps will be reconstructed along the widened section to increase pedestrian mobility and ADA compliance.

In November 2022, Town Council approved Ordinance No. 1.570 which authorized staff to proceed with good faith negotiations regarding procurement of right-of-way and temporary construction easements necessary to construct the Project. There are five (5) impacted parcels inside the Project limits and this ordinance addresses the permanent and temporary acquisitions of real property required from CBDG LLC for a Portion of Lot 23A, Block 1, Twenty Mile Village Filing No. 2, 4th Amendment.

Approximately 241 square feet of additional right-of-way is necessary to relocate existing traffic facilities and accommodate new sidewalks and curb ramps. Approximately 3,060 square feet of temporary construction easement is needed to facilitate construction and for restoration of private landscaping and irrigation that are anticipated to be impacted due to the widening. See the Vicinity Map attached to this memo.

### **FINANCIAL IMPACT**

---

The purchase price for this acquisition, including the right-of-way and temporary construction easement, is \$26,120.00 (excluding closing costs). Funding has been appropriated for this acquisition in the Urban Renewal Projects Fund (301-4652).

### **STRATEGIC GOAL(S)**

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SUPPORT AN  
ACTIVE COMMUNITY



ENHANCE ECONOMIC  
VITALITY



PROMOTE A SAFE AND  
HEALTHY COMMUNITY

### **ATTACHMENTS**

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1. Vicinity Map
2. Ordinance No. 1.591

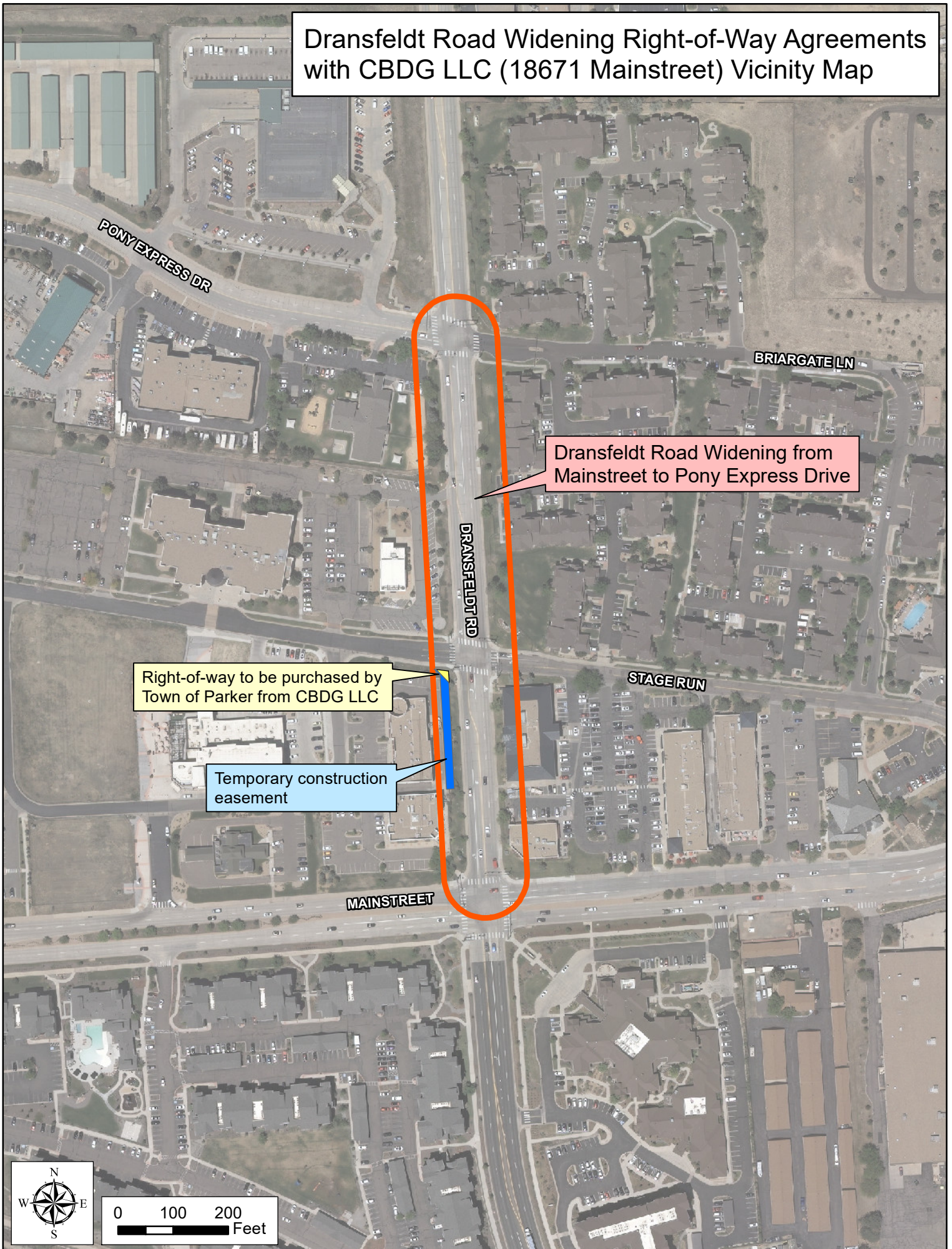
### **RECOMMENDED MOTION**

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I move to approve Ordinance 1.591 on second reading.



Dransfeldt Road Widening Right-of-Way Agreements  
with CBDG LLC (18671 Mainstreet) Vicinity Map



**ORDINANCE NO. 1.591, Series of 2023**

**TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE AGREEMENT FOR PURCHASE AND SALE OF LAND WITH CDBG, LLC, CONCERNING LOT 23A, BLOCK 1, TWENTY MILE VILLAGE FILING NO. 2, 4<sup>th</sup> AMENDMENT**

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

**Section 1.** The Town Council of the Town of Parker hereby approves the Agreement for the Purchase and Sale of Land with CDBG, LLC, Concerning Lot 23A, Block 1, Twenty Mile Village Filing No. 2, 4<sup>th</sup> Amendment, which Agreement 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. The Town Manager is authorized to execute all closing documents related to this transaction.

**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 \_\_\_\_\_, 2023.

\_\_\_\_\_  
Jeff Toborg, Mayor

ATTEST:

\_\_\_\_\_  
Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Jeff Toborg, Mayor

ATTEST:

\_\_\_\_\_  
Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Kristin Hoffmann, Town Attorney



# EXHIBIT 1

## TOWN OF PARKER

### RIGHT-OF-WAY PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between **CBDG, LLC**, ("Seller") and the Town of Parker, a Colorado Home Rule Municipality, whose address is 20120 E. Mainstreet, Parker, Colorado 80138 ("Purchaser").

#### WITNESSETH:

WHEREAS, Seller owns certain real property in Douglas County, Colorado, together with tangible and intangible rights appurtenant to or benefiting that property; and

WHEREAS, Seller wishes to transfer and convey a portion of that property to Purchaser in order to avoid condemnation proceedings, and Purchaser wishes to acquire that property from Seller.

NOW, THEREFORE, in consideration of the above premises, the mutual promises and covenants below, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Purchase and Sale Agreement. Subject to the terms, provisions, covenants and conditions herein contained, Seller hereby agrees to sell and convey and Purchaser hereby agrees to purchase and pay for:

- (a) A parcel of real property located in Douglas County, Colorado, and more specifically described in **Exhibit A**, attached hereto and incorporated herein by this reference, together with all easements and rights-of-way appurtenant thereto and all improvements and fixtures of a permanent nature currently on the premises; and
- (b) A temporary easement located in Douglas County, Colorado, and more specifically described in **Exhibit B**.

2. Purchase Price and Payment. The parties agree that the purchase price for the Property shall be **\$26,120.00** (the "Purchase Price"), payable in cash or certified funds, delivered to Seller at closing and upon delivery of the deed at closing, less any amounts to be withheld in accordance with Section 8 of this Agreement, and further subject to all terms and conditions set forth in this Agreement.

3. Merchantability of Title; Objections to Title.

(a) Seller represents to Purchaser that at closing Seller will have and will convey to Purchaser good, merchantable and insurable title to the Property, including fee simple title to the

Property described in **Exhibit A**, subject only to prorated general real estate taxes on the Property described in **Exhibit A** for the current year and to any burdens, easements, rights-of-way, agreements, reservations, restrictions and encumbrances described in the title commitment approved by Purchaser as hereinafter provided (the "Permitted Exceptions").

(b) Seller represents and covenants to the Purchaser that it comprises all of the parties who have a fee interest in the property interests being acquired herein, and that to the best of Seller's knowledge, there are no other interested parties in said property, except with regard to the Permitted Exceptions.

(c) If Purchaser deems, in its sole discretion, that title for any reason is not merchantable in Seller, Purchaser shall give immediate notice thereof to Seller, and Seller shall make a reasonable effort to correct any defects objectionable to Purchaser prior to the closing date.

(d) If Seller is unable or unwilling to correct such defects on or before the closing date, this Agreement, at Purchaser's option, may be declared void and of no force or effect. In the event of such termination, the parties shall have no further rights or obligations hereunder.

(e) The Seller acknowledges that the Purchase Price is full and just compensation for all of its interests, the interests of all lienors, deed of trust holders and beneficiaries, mortgagees, lessees (whether or not the lease is recorded), and any and all other legal or equitable interests in the Property that exist at the time of the closing except for the Permitted Exceptions.

4. Title Commitment; Title Policy. The Purchaser may, at its option and expense, obtain a current commitment for a title insurance policy and obtain a title insurance policy current as of the date of closing.

5. Closing Documents. At closing, the Seller shall execute and deliver to the Purchaser the following documents:

- (a) A general warranty deed, prepared by legal counsel for the Town of Parker, conveying the property described in Exhibit A to Purchaser in fee simple, free and clear of all general real estate taxes on the Property except for the current year, all liens for any improvements installed as of the date of closing whether assessed or not, and all easements, covenants, liens and encumbrances which are shown on the title commitment and are not accepted by Purchaser at closing, which deed shall include a notation that the Property is being purchased under threat of condemnation and that other factors were included in the determination of the price in addition to fair market value;
- (b) A temporary easement in the form attached hereto as Exhibit B; and
- (c) Such other documents as reasonably required by the title insurance company to accomplish the closing and allow for the issuance of a title insurance policy to the Town.

6/1/2023

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26  
6. Closing. The date, time and location of closing shall be mutually agreed upon by Purchaser and Seller as soon as possible following the execution of this Agreement; provided, however, that if for any reason a closing does not occur on or before **September 15, 2023** or such other date mutually agreed to in writing by the parties. Purchaser and Seller shall be entitled to exercise their rights contained in the "Remedies" section contained herein.

7. Closing Costs. Purchaser shall pay any closing fees charged by the title insurance company and all recording fees for the documents delivered by Seller to Purchaser hereunder. Each party shall be responsible for the payment of its own attorney's fees incurred in connection with the transaction that is the subject of this Agreement.

8. Taxes. Seller shall pay all personal property taxes and general property taxes due on the Property for the year of closing and all preceding years. General taxes for the year of closing shall be apportioned between the parties to the date of delivery of the deed.

9. Entry on Property. Seller shall allow Purchaser and its authorized representatives to enter upon the Property from time to time prior to closing for the purposes of placing markers and conducting visual inspections, surveys, subsurface drilling, soil tests, groundwater tests, environmental audits and tests to determine adverse environmental conditions and contamination. Purchaser's representatives shall give reasonable notice to the Seller upon entering the Property for these purposes. All costs and expenses of such inspection shall be borne solely by Purchaser.

10. Risk of Loss; Damage to Property. If improvements are located on the Property, loss or damage to the improvements from any cause, including but not limited to fire, vandalism, or acts of God, from the date of this Agreement until the conveyance of said deed from Seller to the Purchaser shall be the risk of the Seller. If, prior to closing, improvements are destroyed or damaged in whole or in part, this Agreement may be canceled at the option of the Purchaser. The Purchaser, at its option shall have the right to proceed with specific performance of this Agreement despite such damage, provided that the Purchaser shall be entitled to all the credit for insurance proceeds resulting from such damage, not exceeding, however, the total purchase price.

11. Seller's Representations. Seller represents that to the best of its knowledge, as of the date hereof, and as of the date of the closing, that the following are true and correct:

(a) Soils. Seller has no knowledge of any patent or latent defects, soil deficiencies, or subsurface anomalies existing on the Property;

(b) No litigation or investigations. There is no pending or threatened litigation, proceeding, or investigation by any governmental authority or any other person known to Seller against or otherwise affecting the Property other than: (list, if any) \_\_\_\_\_, nor does Seller know of any ground for any such litigation, proceedings or investigations; and

(c) Documents. Each and every document, schedule, item, and other information

6/1/2023

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delivered or to be delivered by the Seller to the Purchaser hereunder, or made available to the Purchaser for inspection hereunder, shall be accurate and correct; and

(d) No special assessments. There are no special assessments which now burden or encumber the Property, there are no special assessments currently proposed as to the Property and the Property shall be free and clear of all liens for special improvements installed as of the date of closing, whether assessed or not; and

(e) Leases. Seller has notified Purchaser of all leases, tenancies or rental agreements relating to the Property, or to any part thereof; and

(f) Third party improvements. Seller has notified Purchaser of all improvements, real or personal, on the Property not owned by the Seller and Seller hereby warrants to Purchaser that it is the lawful owner of all other improvements located in or on the Property and is entitled to compensation for same.

(g) Easements. Seller has notified Purchaser of all easements, rights-of-way or claims of possession not shown by record, whether by grant, prescription, adverse possession or otherwise, as to any part of the Property; and

(h) No landfill. No part of the Property has ever been used as a landfill, and no materials have ever been stored or deposited upon the Property which would, under any applicable governmental law or regulation, require that the Property be treated or materials removed from the Property prior to the use of the Property, for any purpose which would be permitted by law but for the existence of said materials on the Property; and

(i) No pollution.

(1) The Property is not contaminated with any hazardous substance;

(2) Seller has not caused and will not cause, and to the best of Seller's knowledge, after diligent investigation and inquiry, there never has occurred, the release of any hazardous substance on the Property;

(3) The Property is not subject to any federal, state or local "superfund" lien, proceedings, claim, liability or action, or the threat or likelihood thereof, for the cleanup, removal, or remediation of any such hazardous substance from the Property or from any other real property owned or controlled by Seller or in which Seller has any interest, legal or equitable;

(4) There is no asbestos on the Property;

(5) There is no underground storage tank on the Property;

(6) By acquiring the Property, Purchaser will not incur or be subject to any "superfund" liability for the cleanup, removal or remediation of any hazardous substance from the

6/1/2023

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real estate or any liability, cost, or expense for the removal of any asbestos or underground storage tank from the Property.

(The terms "hazardous substance," "release," and "removal," as used herein, shall have the same meaning and definition as set forth in paragraphs (14), (22) and (23), respectively, of Title 42 U.S.C. Section 9601; provided, however, that the term "hazardous substance," as used herein, also shall include "hazardous waste," as defined in paragraph (5) of 42 U.S.C. Section 6903 and "petroleum," as defined in paragraph (8) of 42 U.S.C. 6991. The term "superfund," as used herein, means the Comprehensive Environment Response, Compensation and Liability Act, as amended, Title 42 U.S.C. Section 9601, *et seq.*, as amended, and any similar state statute or local ordinance applicable to the Property, and all rules and regulations promulgated, administered and enforced by any governmental agency or authority pursuant thereto. The term "underground storage tank," as used herein, shall have the same meaning and definitions as set forth in paragraph (1) of 42 U.S.C. Section 6991. Seller agrees to cooperate with the Purchaser in completing an environmental audit, if one is conducted. Should any environmental audit reveal the presence of hazardous materials on the property, then the Purchaser has the express option of terminating this Agreement.)

(j) In order to provide the Purchaser with information to protect the Purchaser and its contractors and agents, the Seller agrees to provide any information whatsoever that it may have with regard to environmental contamination and will answer environmental inventory questions, to the best of the Seller's knowledge, if requested by the Purchaser.

#### 12. Contingencies.

(a) Performance by Purchaser under this Agreement is expressly contingent upon Purchaser's inspection of the Property, review of all agreements and information affecting the Property, review and approval of the title commitment and title documents, any appraisal of the Property which the Purchaser has obtained, approval by the Purchaser of any survey of the Property and approval by the Town Council of the Town of Parker of the acquisition of the Property.

(b) Seller agrees that closing of this Agreement is contingent upon the partial release and/or satisfaction of the exceptions shown in the title commitment for the property, unless the Purchaser agrees in writing to acquire the Property subject to any such exceptions. While Purchaser will assist the Seller in obtaining releases or satisfaction of the exceptions, the obligation is Seller's.

(c) If Purchaser physically damages the remaining property of the Seller by its construction activities, the Purchaser shall be responsible to restore such damaged property or make restitution to the Seller.

(d) In the event of termination of this Agreement due to the failure of any contingency, the parties shall have no further rights or obligations hereunder.

#### 13. Remedies.

(a) In the event that the Seller fails to consummate this Agreement for any reason, except

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Purchaser's default or termination of this Agreement by Purchaser pursuant to the provisions hereof, Purchaser may, at its option, enforce this Agreement by (1) terminating this Agreement and proceeding with a condemnation action, and the Purchaser may utilize this Agreement as an admission of the value of the property being acquired, or (2) bringing an action against the Seller for specific performance or damages or both. Seller acknowledges and agrees that the subject of this Agreement is unique and irreplaceable and damages would be a wholly inadequate remedy for Purchaser in the event of termination of this Agreement by Seller.

(b) In the event that Purchaser shall fail to close on this Agreement for any reason, Seller shall not be entitled to enforce this Agreement through an action for specific enforcement, nor shall Seller be entitled to any damages from Purchaser for any such failure, and Seller's exclusive remedy shall be the rescission of this Agreement. In the event of default or termination of this Agreement by Purchaser, the parties shall have no further rights or obligations hereunder.

(c) If there is a default by the Seller under this Agreement and the Purchaser elects to treat the Agreement as terminated and files a condemnation lawsuit to obtain possession of and title to the Property, the Seller hereby agrees and stipulates that (1) there has been a failure of negotiations to acquire the Property and (2) the Purchaser may take possession of the Property immediately upon paying into the registry of the court a deposit equal to the Purchase Price. The Seller and the Purchaser agree that the terms of this paragraph shall survive a default by any party.

(d) In the event that Seller is responsible for pollution of the Property contrary to its representations in paragraph 12 above, Seller shall indemnify Purchaser for all of Purchaser's costs in remediating the pollution as required by local, state and federal law.

14. Time. Time is of the essence hereof and all terms, conditions and covenants shall be tendered or performed as specified herein.

15. Agreement Binding. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns. The parties hereto agree that, except for such of the terms, conditions, covenants and agreements hereof which are, by their very nature, fully and completely performed upon closing, all of the terms, conditions, representations, warranties, covenants and agreements herein set forth and contained shall survive the closing and shall continue to be binding upon the parties and their above-named successors.

16. Colorado Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by the laws of the State of Colorado.

17. Recording. This Agreement may be recorded in the records of the Office of the Clerk and Recorder of Douglas County, Colorado.

18. Entire Agreement. This Agreement embodies the complete Agreement between the parties and cannot be modified or amended except by the written agreement of the parties.

6/1/2023

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19. Whenever used herein, the singular number shall include the plural, the plural the singular; and the use of any gender shall be applicable to all genders.

20. Nonvoluntary Transfer. The Purchaser acknowledges that the Property is being purchased under threat of condemnation and that other factors may have been considered in the determination of the price set forth herein in addition to fair market value. This transaction represents a nonvoluntary transfer by the owner.

6/1/2023

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

SELLER CBDG, LLC

BY: \_\_\_\_\_

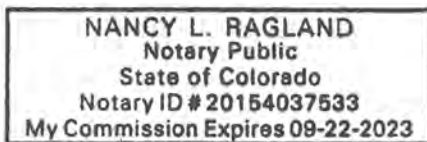
TIMOTHY TIN-TU CAO

STATE OF COLORADO )  
 ) ss.  
COUNTY OF DOUGLAS )

The above and foregoing document was acknowledged before me this 1st day of August, 2023 by Tim Cao as owner for CBDG, LLC.

WITNESS my hand and official seal.

My Commission Expires: 9-22-2023



Notary Public  
Address of Notary: \_\_\_\_\_

PURCHASER:

TOWN OF PARKER

By: \_\_\_\_\_  
Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

Approved as to legal form:

Kristin S. Hoffmann, Town Attorney

6/1/2023

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### LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF LOT 23A, BLOCK 1, TWENTY MILE VILLAGE FILING NO. 2, 4TH AMENDMENT RECORDED AT RECEPTION NO. 01028560 IN THE OFFICIAL RECORDS OF THE DOUGLAS COUNTY, COLORADO CLERK AND RECORDER'S OFFICE, SITUATED IN THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, SAID COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE NORTHEAST CORNER OF SAID LOT 23A;

THENCE ALONG THE EASTERLY LINE OF SAID LOT 23A, SOUTH 03°04'55" EAST, A DISTANCE OF 21.47 FEET;

THENCE DEPARTING SAID EASTERLY LINE, NORTH 43°37'04" WEST, A DISTANCE OF 34.48 FEET TO THE NORTHERLY LINE OF SAID LOT 23A;

THENCE ALONG SAID NORTHERLY LINE, SOUTH 81°08'30" EAST, A DISTANCE OF 22.90 FEET TO THE **POINT OF BEGINNING**

CONTAINING AN AREA OF 0.006 ACRES (241 SQUARE FEET), MORE OR LESS.

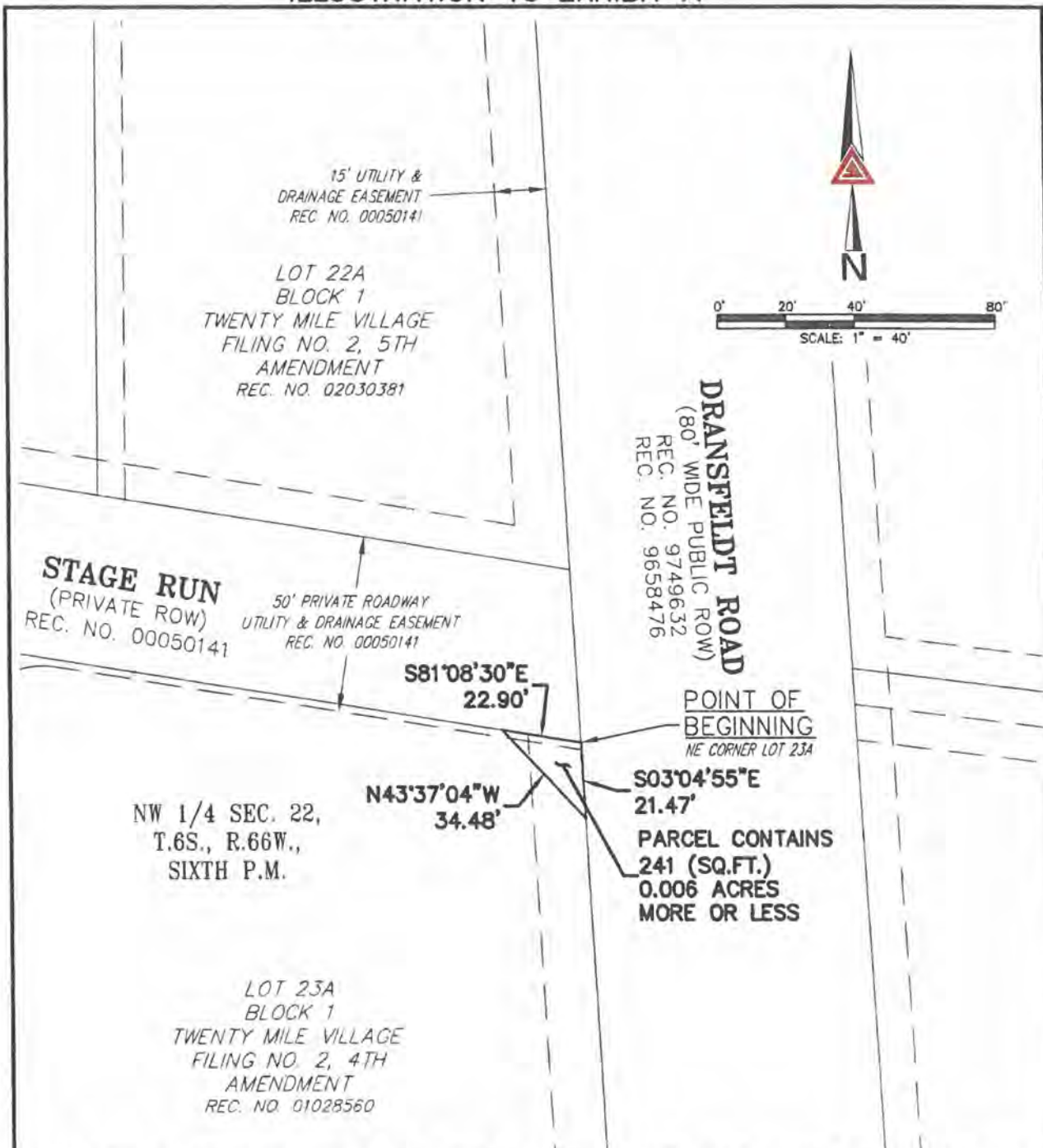
ALL LINEAL DISTANCES ARE REPRESENTED IN U.S. SURVEY FEET.

ILLUSTRATION ATTACHED AND MADE A PART HEREOF.



KARL D. SZYSZKOSKI, PLS 38691  
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR  
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.  
300 E. MINERAL AVE., SUITE 1,  
LITTLETON, CO 80122

# ILLUSTRATION TO EXHIBIT A



NOTE: THIS ILLUSTRATION DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

PATH: Q:\12321-08\DWG\EXHIBITS\  
DWG NAME: L23A, B1 - PE.DWG  
DWG. KDS CHK: JRW  
DATE: 09/30/2022  
SCALE: 1" = 40'



100 East Mineral Ave.  
Suite 1  
Littleton, Colorado 80122  
Phone: (303) 713-1558  
Fax: (303) 713-1997  
WWW.AZTECCONSULTANTS.COM

RIGHT-OF-WAY  
NW 1/4 SEC. 22, T6S, R66W, 6TH PM  
TOWN OF PARKER, COLORADO

JOB NUMBER 12321-08

2 OF 2 SHEETS



**EXHIBIT B**  
**TEMPORARY CONSTRUCTION EASEMENT**

**KNOW ALL MEN BY THESE PRESENTS:** That \_\_\_\_\_, whose address is CBDG LLC whose address is 10463 Stone Willow Dr. Parker, CO 80134 ("**Grantor**"), in consideration of **TEN DOLLARS (\$10.00)**, receipt of which is hereby acknowledged, and other good and valuable consideration, does hereby grant, bargain, sell and convey to **TOWN OF PARKER, a Colorado Home Rule Municipality**, whose address is 20120 E. Mainstreet, Parker, Colorado 80138, ("**Grantee**"), a Temporary Easement for use during construction of the Dransfeldt roadway improvements (the "Project"), together with all rights and privileges as are necessary or incidental to the reasonable and proper use of such easement in and to, over, under and across the tract of land described as follows:

More particularly described on **EXHIBIT A**, attached hereto and by this reference made a part hereof (the "Subject Property").

1. Said Temporary Easement shall expire and be of no further force or effect twelve (12) months after the date Grantee provides written notice of the commencement of the Temporary Easement by Grantor, which notice shall be provided within two (2) years of execution of this Agreement. The Grantor also grants to the Grantee the option to extend this Temporary Easement for a period not to exceed one (1) year from the date of expiration hereof. Any such extension of the Temporary Easement shall be on the same terms and conditions of those set forth herein, including the payment of additional compensation in the amount of \$ 8,262.00 for the one-year extension.

2. During the term of this Temporary Easement, Grantor shall not erect or construct, or allow to be erected or constructed, any building or other structure which may interfere with Grantee's full enjoyment of the rights hereunder.

3. The parties hereto agree that neither has made nor authorized any agreement with respect to the subject matter of this instrument other than expressly set forth herein, and no oral representation, promise or consideration different from the terms herein contained shall be binding on either party, or its agents or employees hereto.

4. Grantor warrants that he has full and lawful authority to make the grant hereinabove contained and promises and agrees to defend Grantee in the exercise of its rights hereunder against any defect in Grantor's title to the land involved or Grantor's rights to make the grant hereinabove contained.

5. Grantee further agrees to provide the following to Grantor during the term of this Temporary Easement:

- A. Grantee shall cause the Contractor of the Project utilizing the Temporary Easement on behalf of the Grantee to name Grantor as an additional insured on its policy of insurance, and Grantee shall provide Grantor with a Certificate of Insurance evidencing such additional insured protection;

- B. Grantee shall further require the Contractor of the Project to include dust mitigation and reduction measures, including (1) the installation of a six (6) foot fence with fabric along the property lines facing the Project for screening and to serve as a wind barrier, and (2) the application of water to open embankment areas on an as needed basis to mitigate and reduce airborne dust;
- C. Grantee shall provide to Grantor prior to commencement of the Project the contact information for both the Project Construction Manager working on behalf of the Town, and contact information for a representative of the Contractor; and
- D. Grantee shall assure that any equipment and materials are stored only on the Subject Property utilized for the Temporary Easement, and may not be stored in any other location on Grantor's Property.

6. Whenever used herein, the singular number shall include the plural, the plural the singular; and the use of any gender shall be applicable to all genders. All of the covenants herein contained shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns.

WITNESS our hand(s) and seal(s) this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

GRANTOR: CBDG LLC

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

STATE OF COLORADO     )  
                                                      ) ss.  
COUNTY OF                     )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_, as \_\_\_\_\_, for CBDG LLC.

WITNESS my hand and official seal.

My Commission Expires:

\_\_\_\_\_  
Notary Public  
Address:

GRANTEE: TOWN OF PARKER

By: \_\_\_\_\_  
Michelle Kivela, Town Manager

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Chris Vanderpool, Town Clerk

Approved as to legal form:

\_\_\_\_\_  
Kristin S. Hoffmann, Town Attorney

### LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF LOT 23A, BLOCK 1, TWENTY MILE VILLAGE FILING NO. 2, 4TH AMENDMENT RECORDED AT RECEPTION NO. 01028560 IN THE OFFICIAL RECORDS OF THE DOUGLAS COUNTY, COLORADO CLERK AND RECORDER'S OFFICE, SITUATED IN THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, SAID COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE SOUTHEAST CORNER OF SAID LOT 23A;

THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 23A, SOUTH 86°05'05" WEST, A DISTANCE OF 15.00 FEET;

THENCE DEPARTING SAID SOUTHERLY LINE, NORTH 03°04'55" WEST, A DISTANCE OF 207.18 FEET;

THENCE NORTH 43°37'04" WEST, A DISTANCE OF 17.04 FEET TO THE NORTHERLY LINE OF SAID LOT 23A;

THENCE ALONG SAID NORTHERLY LINE, SOUTH 81°08'30" EAST, A DISTANCE OF 3.75 FEET;

THENCE DEPARTING SAID NORTHERLY LINE, SOUTH 43°37'04" EAST, A DISTANCE OF 34.48 FEET TO THE EASTERLY LINE OF SAID LOT 23A;

THENCE ALONG SAID EASTERLY LINE, SOUTH 03°04'55" EAST, A DISTANCE OF 192.93 FEET TO THE **POINT OF BEGINNING**

CONTAINING AN AREA OF 0.070 ACRES, (3,060 SQUARE FEET), MORE OR LESS.

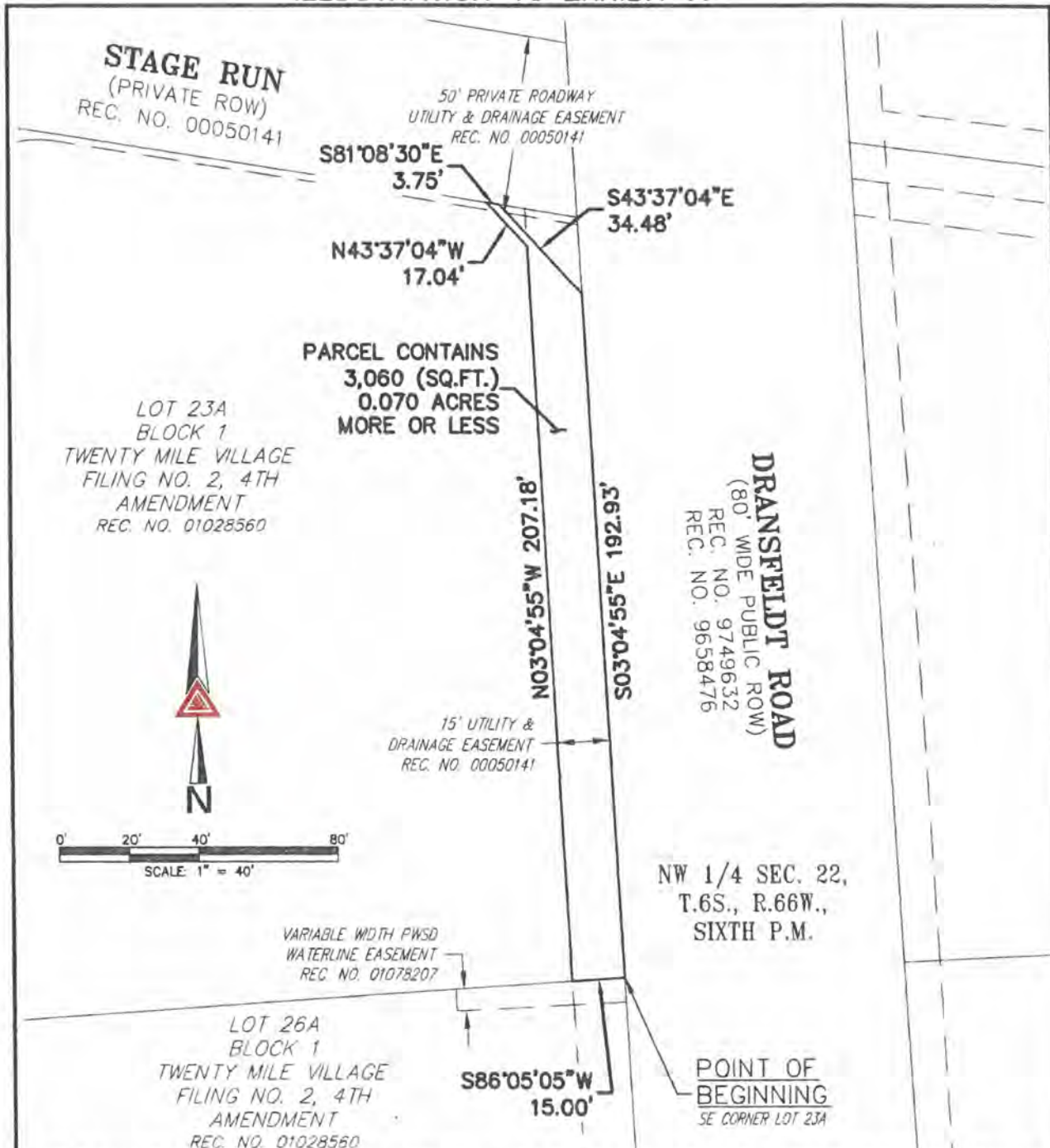
ALL LINEAL DISTANCES ARE REPRESENTED IN U.S. SURVEY FEET.

ILLUSTRATION ATTACHED AND MADE A PART HEREOF.



KARL D. SZYSZKOSKI, PLS 38691  
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR  
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.  
300 E. MINERAL AVE., SUITE 1,  
LITTLETON, CO 80122

# ILLUSTRATION TO EXHIBIT A



NOTE: THIS ILLUSTRATION DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

PATH: Q:\12321-08\DWG\EXHIBITS\  
DWG NAME: .DWG  
DWG: KDS CHK: JRW  
DATE: 09/20/2022  
SCALE: 1" = 40'



300 East Vineyard Ave.  
Suite 1  
Littleton, Colorado 80120  
Phone: (303) 713-1895  
Fax: (303) 713-1897  
www.aztec-consultants.com

TEMPORARY CONSTRUCTION EASEMENT  
NW 1/4 SEC. 22, T6S, R66W, 6TH PM  
TOWN OF PARKER, COLORADO

JOB NUMBER 12321-08

2 OF 2 SHEETS





## Request for Town Council Action

**Date:** August 21, 2023  
**Submitted By:** Kristin Hoffmann, Town Attorney  
**Reviewed By:** Michelle Kivela, Town Manager  
**Title:** **RESOLUTION NO. 23-063**  
**A Resolution to Approve the Model Single District and Multiple District Service Plans**  
**Department:** Town Attorney, Kristin Hoffmann

### EXECUTIVE SUMMARY

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This resolution approves the Town's Model Single District and Multiple District Service Plans in accordance with Chapter 10.11 of the Parker Municipal Code.

### STAFF RECOMMENDATION

---

Approve

### BACKGROUND/DISCUSSION

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The Town has a comprehensive program for the regulation of metropolitan districts that are formed and operated in the Town. In 2000, the Town Council adopted Chapter 10.11, entitled Special Districts, of the Parker Municipal Code. In 2005, the Town Council approved the Town's Model Single District Service Plan, Model Multiple District Service Plan, and Model Intergovernmental Agreement, and pursuant to Section 10.11.140(a) of the Parker Municipal Code, proposed service plans for special districts must substantially comply with the format of these models. In 2019, the Town Council approved the current model service plans and intergovernmental agreement.

The Town's model service plans have been revised as summarized in the attached memorandum from the Town's special district counsel, Butler Snow. There are no changes to the Model Intergovernmental Agreement.

### FINANCIAL IMPACT

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None.

### STRATEGIC GOAL(S)

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### ATTACHMENTS

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1. Butler Snow analysis memo
2. Redlined Model Single District Service Plan Form

3. Redlined Model Multiple District Service Plan Form
4. Resolution No. 23-063

**RECOMMENDED MOTION**

---

I move to approve Resolution No. 23-063.



## MEMO

To: Kristin Hoffmann, Town of Parker  
From: Kim Crawford, Butler Snow  
Date: July 25, 2023  
Re: Revised Model Service Plans – August 21, 2023 Amendments

---

The following is our report on the proposed revised model service plan for a single district and the proposed revised model service plan for multiple districts (collectively, the “Revised Model Service Plans”) being considered by the Town on August 21, 2023. This report summarizes key information about the revisions seen in the Revised Model Service Plans.

---

### Revised Model Service Plans

**Purpose of Revised Model Service Plans:** The Revised Model Service Plans are intended to provide clarification to the existing provisions of the model service plans.

**Details of the revisions to the Revised Model Service Plans:**

- The Revised Model Service Plans add a definition to clarify who constitutes an “End User” and a definition of what constitutes a “Special Assessment.”
- The Revised Model Service Plans provide that, with the prior written consent of the Town, the District may establish one or more special improvement districts within the District’s boundaries and impose a Special Assessment within such special improvement district. Under the Revised Model Service Plans, the District must include in their annual report a summary of Special Assessments outstanding.
- The Revised Model Service Plans also revise the definition of “Mill Levy Adjustment” to account for statutorily mandated tax credits, cuts and abatements, as well as any constitutional or legislative changes in the actual value against which the assessment rate is applied. Pursuant to the Revised Model Service Plans, the Maximum Debt Mill Levy is now the number of mills currently authorized under the existing service plan or 57 mills as appropriate.



**[MODEL SERVICE PLAN – SINGLE DISTRICT]**

**SERVICE PLAN  
FOR**

**\_\_\_\_\_ METROPOLITAN DISTRICT**

**TOWN OF PARKER, COLORADO**

Prepared

by

[NAME OF PERSON OR ENTITY]

[ADDRESS]

[ADDRESS]

[DATE APPROVED BY TOWN COUNCIL]

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| <b>EXHIBIT A</b>   | Legal Descriptions                                                 |
| <b>EXHIBIT B</b>   | Parker Vicinity Map                                                |
| <b>EXHIBIT C-1</b> | Initial District Boundary Map                                      |
| <b>EXHIBIT C-2</b> | Inclusion Area Boundary Map                                        |
| <b>EXHIBIT C-3</b> | Proof of Ownership and Consents for all Properties within District |
| <b>EXHIBIT D</b>   | Capital Plan and Engineer’s Opinion of Probable Cost               |
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| <b>EXHIBIT F</b>   | Financial Plan                                                     |
| <b>EXHIBIT G</b>   | Indemnification Letters                                            |
| <b>EXHIBIT H</b>   | Intergovernmental Agreement                                        |

## **I. INTRODUCTION**

A. Purpose and Intent. The District is an independent unit of local government, separate and distinct from the Town, and, except as may otherwise be provided for by State or local law, or this Service Plan, its activities are subject to review by the Town only insofar as they may deviate in a material matter from the requirements of the Service Plan, Chapter 10.11 of the Town Code or the Intergovernmental Agreement. It is intended that the District 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.

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

B. 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. Formation of the District is therefore necessary in order for the Public Improvements required for the Project to be provided in the most economic manner possible.

C. Objective of the Town Regarding District's Service Plan. The Town's objective in approving the Service Plan for the District is to authorize the District to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment and financing of the Public Improvements from the proceeds of Debt to be issued by the District. All Debt is expected to be repaid by limited taxes 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.

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.

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 \_\_\_\_\_ Metropolitan District.

End User: means any owner, or tenant of any owner, of any taxable improvement within the District who is intended to become burdened by the imposition of ad valorem property taxes subject to the Maximum Debt Mill Levy. By way of illustration, a resident homeowner, renter, commercial property owner, or commercial tenant is an End User. The business entity that constructs homes or commercial structures within the District with the intention of selling to others is not an End User.

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 formation of the District; (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.

Inclusion Area Boundaries: means the boundaries of the area described in the Inclusion Area Boundary Map, if any.

Inclusion Area Boundary Map: means the map attached hereto as **Exhibit C-2**, describing the property proposed for inclusion within the District after organization, if any.

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 the Maximum Debt 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 or statutorily 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 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, and any constitutional or legislative changes in the actual value against which the assessment rate is applied, 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 (up to 10 mills for developments of 400 or more units and up to 5 mills for developments of fewer than 400 units), 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 \_\_\_\_\_.

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 the Inclusion Area Boundary Map.

Service Plan: means this service plan for the District approved by Town Council.

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

Special Assessment: means the levy of an assessment within the boundaries of a special improvement district pursuant to Section V.A. 10.

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 is able to certify a 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 \_\_\_\_\_ acres [*and the total area proposed to be included in the Inclusion Area Boundaries is approximately \_\_\_\_\_ acres.*] A legal description of the Initial District Boundaries [*and the Inclusion Area Boundaries*] is attached hereto as **Exhibit A**. A map of the Initial District Boundaries is attached hereto as **Exhibit C-1**, [*and a map of the Inclusion Area Boundaries is attached hereto as **Exhibit C-2**.*] 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 \_\_\_\_ acres of \_\_\_\_\_ land. The current assessed valuation of the Service Area is assumed to be \$0.00 for purposes of this Service Plan and, at build out, is expected to be sufficient to reasonably discharge the Debt under the Financial Plan. The residential population of the District at build-out is estimated to be approximately



\_\_\_\_\_ persons. The non-residential density of the District at build-out is estimated to be approximately \_\_\_\_\_ square feet.

Approval of this Service Plan by the Town does not imply approval of the development of a specific area within the District, nor does it imply approval of the number of residential units or the total site/floor area of commercial or industrial buildings which may be identified in this Service Plan or any of the exhibits attached thereto. The permitted level of 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 the Approved Development Plan, other rules and regulations of the Town, and applicable provisions of the Town Code, all as directed by the Town. The District shall not be authorized to operate and maintain any part or all of the Public Improvements, or any other improvements, public or private, unless specifically provided for in the Intergovernmental Agreement.

2. Fire Protection Limitation. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain fire protection facilities or services, unless such facilities and services are provided pursuant to an intergovernmental agreement with the Town. The authority to plan for, design, acquire, construct, install, relocate, redevelop or finance fire hydrants and related improvements installed as part of the water system shall not be limited by this provision.

3. Television Relay and Translation; Mosquito Control, and Other Limitations. Unless such facilities and services are provided pursuant to 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.Property Acquisition Limitation; Transfer Requirement. The District shall not exercise any power of dominant eminent domain against the Town without the prior written consent of the Town. The District shall at no expense to the Town transfer to the Town all rights-of-way, fee interests and easements that the Town determines are necessary for access to and operation and maintenance of the Public Improvements, consistent with the Approved Development Plan and to the extent such interests have not been acquired by the Town through such Development Plan process. 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.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.Total Debt Issuance Limitation. The District shall not issue Debt in excess of \$ \_\_\_\_\_ total aggregate principal amount, provided that such limitation shall not be applicable to refunding Bonds issued by the District to refund outstanding Debt. The foregoing figure is the product of: (a) the bonding capacity of the District, 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; and (iv) debt service coverage is no less than 100%; and (v) the levying by the District 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%.

10. Special Assessments. With the prior written consent of the Town, the District may establish one or more special improvement districts within the District's boundaries and may impose a Special Assessment within the special improvement district in order to finance all or part of the costs of any Public Improvements to be constructed or installed that the District is authorized to finance; provided, however, that any lien on a property resulting from the imposition of a Special Assessment shall be satisfied and cleared prior to the issuance of a certificate of occupancy for any unit, structure or other appurtenance, excluding public improvements, on the property assessed, but in no event later than the transfer of such property to an End User. Any Special Assessments imposed by the District may be pledged to the payment of bonds or other obligations of the District and shall not be considered Debt or Development Fees under this Service Plan.

10.11. 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.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.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.

13.14. Revenue Bond Limitation. The District shall not issue revenue bonds, except as set forth in this Section. Prior to issuing any revenue bonds, the District shall submit all relevant details of such issuance to the Town Council, which may elect to treat the issuance of the revenue bonds as a material modification of the Service Plan. If the Town Council determines that

the issuance of revenue bonds constitutes a material modification of the Service Plan, the District shall proceed to amend the Service Plan in accordance with Section 32-1-207, C.R.S. prior to issuing any revenue bonds.

14.15. 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 boundaries of the District 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 District; (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 District is approximately \$\_\_\_\_\_. 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.

## **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 Debt that the District shall be permitted to issue shall not exceed \$\_\_\_\_\_ 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 \$\_\_\_\_\_ that the District shall be permitted to issue is supported by the Financial Plan prepared by \_\_\_\_\_ (*name of External Financial Advisor*), attached hereto as **Exhibit F**. (*Name of External Financial Advisor*) shall attach a certification to the Financial Plan, certifying that based upon the assumptions contained therein and *his/her* 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~~ [THE NUMBER OF MILLS CURRENTLY AUTHORIZED UNDER THE EXISTING SERVICE PLAN OR 57 MILLS AS APPROPRIATE] 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 \_\_\_\_\_ mills. Except for permitted Mill Levy Adjustments, the District’s mill levy imposed by the District for payment of Debt shall not exceed the Maximum Debt Mill Levy. If the District otherwise proposes to adjust its mill levy for the payment of Debt above the Maximum Debt Mill Levy for anythe purpose other than a Mill Levy Adjustment 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~~ Maximum Debt Mill Levy adjustment as a material modification of the Service Plan. If the Town Council determines that such proposed adjustment to the Maximum Debt Mill Levy 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~~ proposed Maximum Debt 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 [5][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, together with the estimated costs of the District's organization and initial operations, are anticipated to be \$\_\_\_\_\_, which will be eligible for reimbursement from Debt proceeds. The first year's operating budget is estimated to be \$\_\_\_\_\_ 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 such District 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, as allowed and limited by Colorado law, provided that such Development Fee does not exceed the following limits:

1. For each single-family detached residential unit, the Development Fee shall not exceed Two Thousand Dollars (\$2,000).

2. For each single-family attached or multi-family residential unit, the Development Fee shall not exceed One Thousand Five Hundred Dollars (\$1,500).

3. For a structure other than a single-family or multi-family residential structure, the Development Fee shall not exceed Twenty-Five Cents (\$0.25) per square foot of the structure.

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, 200\_ [year of Service Plan approval]. In addition, should the Town's Model Service Plan be amended to allow for an increase in such Development Fees, 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 following the year in which the Order and Decree creating the District has been issued by the District Court for and in Douglas County, Colorado, which annual report shall reflect activity and financial events of the District through the preceding December 31 (the "report year"). The Town Council reserves the right, pursuant to Section 32-1-207(3)(c), C.R.S., to request annual reports from the District beyond five (5) years after the District's organization.

B. Reporting of Significant Events. The annual report shall include the following:

1. A 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, including Special Assessments;

7.8. A summary of Special Assessments outstanding and a statement or representation that any and all Special Assessments were satisfied and discharged prior to the transfer of title to any property to an End User.

8.9. 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;

9.10. 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

10.11. Certification from the Board of the District that the District is in compliance with all provisions of the Service Plan.

11.12. A copy of the most recent notice issued by the District, pursuant to Section 32-1-809, C.R.S.

12.13. 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 petitions in the District Court for and in Douglas County, Colorado, for dissolution, pursuant to the applicable State statutes. In no event shall a dissolution occur until the District has provided for the payment or discharge of all of its outstanding indebtedness and other financial obligations as required pursuant to State statutes.

## **IX. DISCLOSURE TO PURCHASERS**

The Town wants residential buyers to be aware of the additional tax burden to be imposed. The Town mandates early written and recorded notice of the total (overlapping) tax burden, including the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term, 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 prior to the District's certification of the formation of the District to the Colorado Division of Local Government as required by Section 32-1-306, C.R.S.

There is attached hereto as Exhibit **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 its organizational election, 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 its organizational election, in the same form as the Intergovernmental Agreement approved by Town Council, and shall promptly deliver an executed original to the Town. Failure of the District to execute the Intergovernmental Agreement as required herein shall constitute a material modification and shall require a Service Plan Amendment. The Town Council may approve the Intergovernmental Agreement at the public hearing approving the Service Plan.

Other than the Intergovernmental Agreement referenced in this Section, no intergovernmental agreements between the Districts and any other government are 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 this Service Plan, the Intergovernmental Agreement, and the terms of the Approved Development Plan or other instrument related to the Public Improvements. The Town will notify the Districts within twenty (20) 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.

## **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 B**

### **Parker Vicinity Map**

**EXHIBIT C-1**

Initial District Boundary Map

**EXHIBIT C-2**

Inclusion Area Boundary Map



## **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

#### 1. Developer's Letter

{date – on or after date of Service Plan approval}

Town of Parker  
20120 E. Mainstreet  
Parker, CO 80138-7334

**RE: \_\_\_\_\_ 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: \_\_\_\_\_ 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).

4. 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

80441805.v2

**[MODEL SERVICE PLAN – MULTIPLE DISTRICTS]**

**SERVICE PLAN  
FOR**

**\_\_\_\_\_ METROPOLITAN DISTRICT**

**TOWN OF PARKER, COLORADO**

Prepared

by

[NAME OF PERSON OR ENTITY]

[ADDRESS]

[ADDRESS]

[DATE APPROVED BY TOWN COUNCIL]

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## **I. INTRODUCTION**

### **A. Purpose and Intent.**

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

This multiple-district Service Plan is intended to accommodate the phasing of the Project and the infrastructure needs of each phase. It is contemplated that the Districts will cooperate with each other on certain infrastructure that benefits the taxpayers and inhabitants of the Service Area, and that each District will additionally have its own particular infrastructure needs.

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

### **B. Need for the Districts.**

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

### **C. Objective of the Town Regarding Districts' 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 Districts. 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 Districts 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 Districts are not costs to be paid by the Districts. Costs of required Public Improvements that cannot be financed by the Districts are expected to be financed by the developer of the Project.

## **II. DEFINITIONS**

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

Approved Development Plan: means a development plan or other process established by the Town (including, but not limited to, approval of a final plat, minor development plat or site plan by the Town planning commission or by the Town Council) for identifying, among other things, Public Improvements necessary for facilitating development for property within the 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.

Board: means the board of directors of the District.

Bond, Bonds or Debt: means bonds or other obligations for the payment of which the Districts have 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.

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 [\_\_\_\_\_].

Districts: means District No. 1 and District Nos. \_\_, \_\_, \_\_ (fill in number of each District), collectively.

End User: means any owner, or tenant of any owner, of any taxable improvement within any of the Districts who is intended to become burdened by the imposition of ad valorem property taxes subject to the Maximum Debt Mill Levy. By way of illustration, a resident homeowner, renter, commercial property owner, or commercial tenant is an End User. The business entity that constructs homes or commercial structures within any of the Districts with the intention of selling to others is not an End User.

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 any of the Districts 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 formation of the Districts; (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 the formation of the Districts; (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 Districts; (g) a detailed repayment plan covering the life of any financing, including the frequency and amounts to be collected from all sources; (h) the amount of any reserve fund and the expected level of annual Debt service coverage which will be maintained for any financing; (i) the total authorized Debt for the Districts; (j) the provisions regarding any credit enhancement, if any, for the proposed financing, including, but not limited to, letters of credit and insurance; and (k) a list and written explanation of potential risks of the financing.

Inclusion Area Boundaries: means the boundaries of the area described in the Inclusion Area Boundary Map, if any.

Inclusion Area Boundary Map: means the map attached hereto as **Exhibit C-2**, describing the property proposed for inclusion within the Districts after organization, if any.

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 the Maximum Debt 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 Districts' 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 or statutorily 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 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, and any constitutional or legislative changes in the actual value against which the assessment rate is applied, 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 (up to 10 mills for developments of 400 or more units and up to 5 mills for developments of fewer than 400 units), 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 \_\_\_\_\_.

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 each District.

Service Area: means the property within the Initial District Boundary Map and the Inclusion Area Boundary Map.

Service Plan: means this service plan for the District approved by Town Council.

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

Special Assessment: means the levy of an assessment within the boundaries of a special improvement district pursuant to Section V.A. 10.

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 the Maximum Debt 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 \_\_\_\_\_ acres [*and the total area proposed to be included in the Inclusion Area Boundaries is approximately \_\_\_\_\_ acres.*] A legal description of the Initial District Boundaries [*and the Inclusion Area Boundaries*] is attached hereto as **Exhibit A**. A map of the Initial District Boundaries is attached hereto as **Exhibit C-1**, [*and a map of the Inclusion Area Boundaries is attached hereto as **Exhibit***

C-2.] Proof of Ownership and consents of the owners to organization of the Districts 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 Districts' 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 \_\_\_\_ acres of \_\_\_\_\_ land. The current assessed valuation of the Service Area 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 \_\_\_\_\_ persons. The non-residential density of the Districts at build-out is estimated to be approximately \_\_\_\_\_ 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 the Approved Development Plan, other rules and regulations of the Town, and applicable provisions of the Town Code, all as directed by the Town. The District shall not be authorized to operate and maintain any part or all of the Public Improvements, or any other improvements, public or private, unless specifically provided for in the Intergovernmental Agreement.

2. Fire Protection Limitation. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain fire protection facilities or services, unless such facilities and services are provided pursuant to an intergovernmental agreement with the Town. The authority to plan for, design, acquire, construct, install, relocate, redevelop or finance fire hydrants and related improvements installed as part of the water system shall not be limited by this provision.

3. Television Relay and Translation; Mosquito Control, and Other Limitations. Unless such facilities and services are provided pursuant to 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 the Approved Development Plan and to the extent such interests have not been acquired by the Town through such Development Plan process.

6. Privately Placed Debt Limitation. Prior to the issuance of any privately placed Debt, the District shall obtain the certification of an External Financial Advisor substantially as follows:

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

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

provisions, is reasonable considering the financial circumstances of the District.

7. Inclusion and Exclusion Limitations. The District shall not include within any of its boundaries any 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 any of the other Districts, or to any of the District's bondholders. No District shall impose a mill levy and then exclude the property from its boundaries, unless the property is being included in one of the other Districts.

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; (b) impose the Maximum Debt Mill Levy; (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; or (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 \$\_\_\_\_\_ total aggregate principal amount, provided that such limitation shall not be applicable to refunding Bonds issued by the any 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; and (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%. 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.

10. Special Assessments. With the prior written consent of the Town, the Districts may establish one or more special improvement districts within any of the Districts' boundaries and may impose a Special Assessment within the special improvement district in order to finance all or part of the costs of any Public Improvements to be constructed or installed that the Districts are authorized to finance; provided, however, that any lien on a property resulting from the imposition of a Special Assessment shall be satisfied and cleared prior to the issuance of a certificate of occupancy for any unit, structure or other appurtenance, excluding public improvements, on the property assessed, but in no event later than the transfer of such property to an End User. Any Special Assessments imposed by any of the Districts may be pledged to the payment of bonds or other obligations of the Districts and shall not be considered Debt or Development Fees under this Service Plan.

10.11. 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.

11.12. 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, unless such consolidation is with one of the other Districts.

12.13. 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, except as set forth in this Section. Prior to issuing any revenue bonds, a 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 a District to which another District has pledged toward repayment of such bonds a mill levy or other source of revenue 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 Districts 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 Districts 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 Districts and, to the extent necessary to improve adjacent streets and connect Public Improvements to existing infrastructure, without the boundaries of the Districts, 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 \$\_\_\_\_\_. Costs of required Public Improvements that cannot be financed by the Districts within the parameters of this Service Plan and the financial capability of the Districts are expected to be financed by the developer of the Project.

The Districts 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 Districts will continue to develop and refine the Capital Plan and the Map Depicting Public Improvements, as necessary, and prepare for issuance of Debt. All cost estimates will be inflated to then-current dollars at the time of the issuance of Debt and construction. All construction cost estimates contained in **Exhibit D** assume construction to applicable standards and specifications of the Town and state and federal requirements.

C. Multiple District Structure.

It is anticipated that the Districts, collectively, will undertake the financing and construction of certain of the Public Improvements contemplated herein. Specifically, the Districts shall enter into one or more intergovernmental agreements with each other (subject to Section X herein), which intergovernmental agreement(s) shall govern the relationships between and among the Districts with respect to the financing, construction and operation of the Public Improvements. The Districts will 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 Districts 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 Districts. The Financial Plan for the Districts 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 Districts may be payable from any and all legally available revenues of the Districts, including general ad valorem taxes to be imposed upon all taxable property within the Districts. The Districts 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 \$\_\_\_\_\_ in aggregate principal amount. Debt is permitted to be issued on a schedule and in such year or years as the Districts determine shall meet the needs of the Capital Plan referenced above and the progression of the development, subject to compliance with this Service Plan. The \$\_\_\_\_\_ that the Districts shall be permitted to issue is supported by the Financial Plan prepared by \_\_\_\_\_ (*name of External Financial Advisor*), attached hereto as **Exhibit F**. (*Name of External Financial Advisor*) shall attach a certification to the Financial Plan, certifying that based upon the assumptions contained therein and *his/her*



professional opinion, the Districts are expected to retire all Debt referenced in the Financial Plan within the restrictions set forth in the Service Plan, including but not limited to the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term.

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.

D. 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~~ [the number of mills currently authorized under the existing service plan or 57 mills, as appropriate] 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 \_\_\_\_\_ mills. Except for permitted Mill Levy Adjustments, the District’s mill levy imposed by the Districts for the payment of Debt shall not exceed the Maximum Debt Mill Levy. If the District otherwise proposes to adjust its mill levy for the payment of Debt above the Maximum Debt Mill Levy for any the purpose other than a Mill Levy Adjustment ~~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 Maximum Debt Mill Levy ~~mill levy~~ adjustment as a material modification of the Service Plan. If the Town Council determines that such proposed adjustment to the Maximum Debt Mill Levy 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~~ proposed Maximum Debt 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.

E. 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 [5][10] mills, subject to the Mill Levy Adjustment, for the purpose of paying for the costs of ongoing administrative, accounting and legal services of 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, together with the estimated costs of the District's organization and initial operations, are anticipated to be \$\_\_\_\_\_, which will be eligible for reimbursement from Debt proceeds. The first year's operating budget for the District is estimated to be \$\_\_\_\_\_ 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 any District exceed the Maximum Debt Mill Levy or, for residential property within the the, 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, as allowed and limited by Colorado law, provided that such Development Fee does not exceed the following limits:

1. For each single-family detached residential unit, the Development Fee shall not exceed Two Thousand Dollars (\$2,000).

2. For each single-family attached or multi-family residential unit, the Development Fee shall not exceed One Thousand Five Hundred Dollars (\$1,500).

3. For a structure other than a single-family or multi-family residential structure, the Development Fee shall not exceed Twenty-Five Cents (\$0.25) per square foot of the structure.

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, 200\_\_ [year of Service Plan approval] . In addition, should the Town's Model Service Plan be amended to allow for an increase in such Development Fees, 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 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 a 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.

A 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 following the year in which the Order and Decree creating the District has been issued by the District Court for and in Douglas County, Colorado, which annual report shall reflect activity and financial events of the District through the preceding December 31 (the "report year"). The Districts may file a combined report. The Town Council reserves the right, pursuant to Section 32-1-207(3)(c),

C.R.S., to request annual reports from the District beyond five (5) years after the District's organization.

B. Reporting of Significant Events.

The annual report shall include the following:

1. A 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, including Special Assessments;

7.8. A summary of Special Assessments outstanding and a statement or representation that any and all Special Assessments were satisfied and discharged prior to the transfer of title to any property to an End User.

8.9. 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;

~~9.10.~~ 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

~~10.11.~~ Certification from the Board of the District that the District is in compliance with all provisions of the Service Plan.

~~11.12.~~ A copy of the most recent notice issued by the District, pursuant to Section 32-1-809, C.R.S.

~~12.13.~~ 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 prior to the District's certification of the formation of the Districts to the Colorado Division of Local Government as required by Section 32-1-306, C.R.S.

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 its organizational election, 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 Districts' activities, is attached hereto as **Exhibit H**. The Districts shall approve and execute the Intergovernmental Agreement at their first Board meeting after its organizational election, in the same form as the Intergovernmental Agreement approved by Town Council, and shall promptly deliver an executed original to the Town. Failure of the Districts 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 Agreement referenced in this Section and the intergovernmental agreement referenced in Section V(C) above, no intergovernmental agreements between the Districts and any other government are 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 this Service Plan, the Intergovernmental Agreement, and the terms of the Approved Development Plan or other instrument related to the Public Improvements. The Town will notify the Districts within twenty (20) 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.

## **XI. NON-COMPLIANCE WITH SERVICE PLAN**

In the event it is determined that any 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, each 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 B**

### **Parker Vicinity Map**

**EXHIBIT C-1**

Initial District Boundary Map

**EXHIBIT C-2**

Inclusion Area Boundary Map

## **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

#### 1. Developer's Letter

{date – on or after date of Service Plan approval}

Town of Parker  
20120 E. Mainstreet  
Parker, CO 80138-7334

**RE: \_\_\_\_\_ 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: \_\_\_\_\_ 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

RESOLUTION NO. 23-063, Series of 2023

**TITLE: A RESOLUTION TO APPROVE THE MODEL SINGLE DISTRICT AND  
MULTIPLE DISTRICT SERVICE PLANS**

WHEREAS, the Town Council of the Town of Parker adopted Chapter 10.11 of the Parker Municipal Code, as amended, to provide procedures for the processing and review of proposals for the formation of new special districts organized under Title 32, Article 1, C.R.S.;

WHEREAS, Section 10.11.140(a) of the Parker Municipal Code provides that proposed service plans for proposed special districts shall substantially comply with the format of any model service plan which is maintained on file with the Town Clerk;

WHEREAS, the Town Council desires to approve the form of the "Model Single District Service Plan;" and

WHEREAS, the Town Council desires to approve the form of the "Model Multiple District Service 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 approves the Model Single District Service Plan, which is attached as **Exhibit 1** and incorporated by this reference.

Section 2. The Town Council of the Town of Parker hereby approves the Model Multiple District Service Plan, which is attached as **Exhibit 2** and incorporated by this reference.

RESOLVED AND PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

TOWN OF PARKER, COLORADO

\_\_\_\_\_  
Jeff Toborg, Mayor

ATTEST:

\_\_\_\_\_  
Chris Vanderpool, Town Clerk

**EXHIBIT 1**

**[MODEL SERVICE PLAN – SINGLE DISTRICT]**

**SERVICE PLAN  
FOR**

**\_\_\_\_\_ METROPOLITAN DISTRICT**

**TOWN OF PARKER, COLORADO**

Prepared

by

[NAME OF PERSON OR ENTITY]

[ADDRESS]

[ADDRESS]

[DATE APPROVED BY TOWN COUNCIL]

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## **I. INTRODUCTION**

A. Purpose and Intent. The District is an independent unit of local government, separate and distinct from the Town, and, except as may otherwise be provided for by State or local law, or this Service Plan, its activities are subject to review by the Town only insofar as they may deviate in a material matter from the requirements of the Service Plan, Chapter 10.11 of the Town Code or the Intergovernmental Agreement. It is intended that the District 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.

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

B. 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. Formation of the District is therefore necessary in order for the Public Improvements required for the Project to be provided in the most economic manner possible.

C. Objective of the Town Regarding District's Service Plan. The Town's objective in approving the Service Plan for the District is to authorize the District to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment and financing of the Public Improvements from the proceeds of Debt to be issued by the District. All Debt is expected to be repaid by limited taxes 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.

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.

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 \_\_\_\_\_ Metropolitan District.

End User: means any owner, or tenant of any owner, of any taxable improvement within the District who is intended to become burdened by the imposition of ad valorem property taxes subject to the Maximum Debt Mill Levy. By way of illustration, a resident homeowner, renter, commercial property owner, or commercial tenant is an End User. The business entity that constructs homes or commercial structures within the District with the intention of selling to others is not an End User.

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 formation of the District; (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.

Inclusion Area Boundaries: means the boundaries of the area described in the Inclusion Area Boundary Map, if any.

Inclusion Area Boundary Map: means the map attached hereto as **Exhibit C-2**, describing the property proposed for inclusion within the District after organization, if any.

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 the Maximum Debt 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 or statutorily 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 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, and any constitutional or legislative changes in the actual value against which the assessment rate is applied, 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 (up to 10 mills for developments of 400 or more units and up to 5 mills for developments of fewer than 400 units), 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 \_\_\_\_\_.

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 the Inclusion Area Boundary Map.

Service Plan: means this service plan for the District approved by Town Council.

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

Special Assessment: means the levy of an assessment within the boundaries of a special improvement district pursuant to Section V.A. 10.

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 is able to certify a 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 \_\_\_\_\_ acres [*and the total area proposed to be included in the Inclusion Area Boundaries is approximately \_\_\_\_\_ acres.*] A legal description of the Initial District Boundaries [*and the Inclusion Area Boundaries*] is attached hereto as **Exhibit A**. A map of the Initial District Boundaries is attached hereto as **Exhibit C-1**, [*and a map of the Inclusion Area Boundaries is attached hereto as **Exhibit C-2**.*] 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 \_\_\_\_ acres of \_\_\_\_\_ land. The current assessed valuation of the Service Area is assumed to be \$0.00 for purposes of this Service Plan and, at build out, is expected to be sufficient to reasonably discharge the Debt under the Financial Plan. The residential population of the District at build-out is estimated to be approximately

\_\_\_\_\_ persons. The non-residential density of the District at build-out is estimated to be approximately \_\_\_\_\_ square feet.

Approval of this Service Plan by the Town does not imply approval of the development of a specific area within the District, nor does it imply approval of the number of residential units or the total site/floor area of commercial or industrial buildings which may be identified in this Service Plan or any of the exhibits attached thereto. The permitted level of 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 the Approved Development Plan, other rules and regulations of the Town, and applicable provisions of the Town Code, all as directed by the Town. The District shall not be authorized to operate and maintain any part or all of the Public Improvements, or any other improvements, public or private, unless specifically provided for in the Intergovernmental Agreement.

2. Fire Protection Limitation. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain fire protection facilities or services, unless such facilities and services are provided pursuant to an intergovernmental agreement with the Town. The authority to plan for, design, acquire, construct, install, relocate, redevelop or finance fire hydrants and related improvements installed as part of the water system shall not be limited by this provision.

3. Television Relay and Translation; Mosquito Control, and Other Limitations. Unless such facilities and services are provided pursuant to 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.Property Acquisition Limitation; Transfer Requirement. The District shall not exercise any power of dominant eminent domain against the Town without the prior written consent of the Town. The District shall at no expense to the Town transfer to the Town all rights-of-way, fee interests and easements that the Town determines are necessary for access to and operation and maintenance of the Public Improvements, consistent with the Approved Development Plan and to the extent such interests have not been acquired by the Town through such Development Plan process. 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.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.Total Debt Issuance Limitation. The District shall not issue Debt in excess of \$ \_\_\_\_\_ total aggregate principal amount, provided that such limitation shall not be applicable to refunding Bonds issued by the District to refund outstanding Debt. The foregoing figure is the product of: (a) the bonding capacity of the District, 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; and (iv) debt service coverage is no less than 100%; and (v) the levying by the District 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%.

10. Special Assessments. With the prior written consent of the Town, the District may establish one or more special improvement districts within the District's boundaries and may impose a Special Assessment within the special improvement district in order to finance all or part of the costs of any Public Improvements to be constructed or installed that the District is authorized to finance; provided, however, that any lien on a property resulting from the imposition of a Special Assessment shall be satisfied and cleared prior to the issuance of a certificate of occupancy for any unit, structure or other appurtenance, excluding public improvements, on the property assessed, but in no event later than the transfer of such property to an End User. Any Special Assessments imposed by the District may be pledged to the payment of bonds or other obligations of the District and shall not be considered Debt or Development Fees under this Service Plan.

11. 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.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.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.

14. Revenue Bond Limitation. The District shall not issue revenue bonds, except as set forth in this Section. Prior to issuing any revenue bonds, the District shall submit all relevant details of such issuance to the Town Council, which may elect to treat the issuance of the revenue bonds as a material modification of the Service Plan. If the Town Council determines that

the issuance of revenue bonds constitutes a material modification of the Service Plan, the District shall proceed to amend the Service Plan in accordance with Section 32-1-207, C.R.S. prior to issuing any revenue bonds.

15. 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 boundaries of the District 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 District; (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 District is approximately \$\_\_\_\_\_. 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.

## **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 Debt that the District shall be permitted to issue shall not exceed \$\_\_\_\_\_ 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 \$\_\_\_\_\_ that the District shall be permitted to issue is supported by the Financial Plan prepared by \_\_\_\_\_ (*name of External Financial Advisor*), attached hereto as **Exhibit F**. (*Name of External Financial Advisor*) shall attach a certification to the Financial Plan, certifying that based upon the assumptions contained therein and *his/her* 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 [THE NUMBER OF MILLS CURRENTLY AUTHORIZED UNDER THE EXISTING SERVICE PLAN OR 57 MILLS AS APPROPRIATE] 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 \_\_\_\_\_ mills. Except for permitted Mill Levy Adjustments, the District’s mill levy imposed by the District for payment of Debt shall not exceed the Maximum Debt Mill Levy. If the District otherwise proposes to adjust its mill levy for the payment of Debt above the Maximum Debt Mill Levy for any purpose other than a Mill Levy Adjustment, 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 Maximum Debt Mill Levy adjustment as a material modification of the Service Plan. If the Town Council determines that such proposed adjustment to the Maximum Debt Mill Levy 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 proposed Maximum Debt 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 [5][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, together with the estimated costs of the District's organization and initial operations, are anticipated to be \$ \_\_\_\_\_, which will be eligible for reimbursement from Debt proceeds. The first year's operating budget is estimated to be \$ \_\_\_\_\_ 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 such District 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, as allowed and limited by Colorado law, provided that such Development Fee does not exceed the following limits:

1. For each single-family detached residential unit, the Development Fee shall not exceed Two Thousand Dollars (\$2,000).

2. For each single-family attached or multi-family residential unit, the Development Fee shall not exceed One Thousand Five Hundred Dollars (\$1,500).

3. For a structure other than a single-family or multi-family residential structure, the Development Fee shall not exceed Twenty-Five Cents (\$0.25) per square foot of the structure.

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, 200\_ [year of Service Plan approval]. In addition, should the Town's Model Service Plan be amended to allow for an increase in such Development Fees, 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 following the year in which the Order and Decree creating the District has been issued by the District Court for and in Douglas County, Colorado, which annual report shall reflect activity and financial events of the District through the preceding December 31 (the "report year"). The Town Council reserves the right, pursuant to Section 32-1-207(3)(c), C.R.S., to request annual reports from the District beyond five (5) years after the District's organization.

B. Reporting of Significant Events. The annual report shall include the following:

1. A 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, including Special Assessments;
8. A summary of Special Assessments outstanding and a statement or representation that any and all Special Assessments were satisfied and discharged prior to the transfer of title to any property to an End User.
9. 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;
10. 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
11. Certification from the Board of the District that the District is in compliance with all provisions of the Service Plan.
12. A copy of the most recent notice issued by the District, pursuant to Section 32-1-809, C.R.S.
13. 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 petitions in the District Court for and in Douglas County, Colorado, for dissolution, pursuant to the applicable State statutes. In no event shall a dissolution occur until the District has provided for the payment or discharge of all of its outstanding indebtedness and other financial obligations as required pursuant to State statutes.

#### **IX. DISCLOSURE TO PURCHASERS**

The Town wants residential buyers to be aware of the additional tax burden to be imposed. The Town mandates early written and recorded notice of the total (overlapping) tax burden, including the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term, 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 prior to the District's certification of the formation of the District to the Colorado Division of Local Government as required by Section 32-1-306, C.R.S.

There is attached hereto as Exhibit **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 its organizational election, 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 its organizational election, in the same form as the Intergovernmental Agreement approved by Town Council, and shall promptly deliver an executed original to the Town. Failure of the District to execute the Intergovernmental Agreement as required herein shall constitute a material modification and shall require a Service Plan Amendment. The Town Council may approve the Intergovernmental Agreement at the public hearing approving the Service Plan.

Other than the Intergovernmental Agreement referenced in this Section, no intergovernmental agreements between the Districts and any other government are 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 this Service Plan, the Intergovernmental Agreement, and the terms of the Approved Development Plan or other instrument related to the Public Improvements. The Town will notify the Districts within twenty (20) 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.

## **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 B**

### **Parker Vicinity Map**

**EXHIBIT C-1**

Initial District Boundary Map

## **EXHIBIT C-2**

### Inclusion Area Boundary Map

## **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

#### 1. Developer's Letter

{date – on or after date of Service Plan approval}

Town of Parker  
20120 E. Mainstreet  
Parker, CO 80138-7334

**RE: \_\_\_\_\_ 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: \_\_\_\_\_ 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).

4. 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

80441805.v2

**EXHIBIT 2**

**[MODEL SERVICE PLAN – MULTIPLE DISTRICTS]**

**SERVICE PLAN  
FOR**

**\_\_\_\_\_ METROPOLITAN DISTRICT**

**TOWN OF PARKER, COLORADO**

Prepared

by

[NAME OF PERSON OR ENTITY]

[ADDRESS]

[ADDRESS]

[DATE APPROVED BY TOWN COUNCIL]



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## **I. INTRODUCTION**

### **A. Purpose and Intent.**

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

This multiple-district Service Plan is intended to accommodate the phasing of the Project and the infrastructure needs of each phase. It is contemplated that the Districts will cooperate with each other on certain infrastructure that benefits the taxpayers and inhabitants of the Service Area, and that each District will additionally have its own particular infrastructure needs.

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

### **B. Need for the Districts.**

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

### **C. Objective of the Town Regarding Districts' 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 Districts. 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 Districts 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 Districts are not costs to be paid by the Districts. Costs of required Public Improvements that cannot be financed by the Districts are expected to be financed by the developer of the Project.

## **II. DEFINITIONS**

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

Approved Development Plan: means a development plan or other process established by the Town (including, but not limited to, approval of a final plat, minor development plat or site plan by the Town planning commission or by the Town Council) for identifying, among other things, Public Improvements necessary for facilitating development for property within the 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.

Board: means the board of directors of the District.

Bond, Bonds or Debt: means bonds or other obligations for the payment of which the Districts have 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.

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 [\_\_\_\_\_].

Districts: means District No. 1 and District Nos. \_\_\_, \_\_\_, \_\_\_ (fill in number of each District), collectively.

End User: means any owner, or tenant of any owner, of any taxable improvement within any of the Districts who is intended to become burdened by the imposition of ad valorem property taxes subject to the Maximum Debt Mill Levy. By way of illustration, a resident homeowner, renter, commercial property owner, or commercial tenant is an End User. The business entity that constructs homes or commercial structures within any of the Districts with the intention of selling to others is not an End User.

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 any of the Districts 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 formation of the Districts; (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 the formation of the Districts; (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 Districts; (g) a detailed repayment plan covering the life of any financing, including the frequency and amounts to be collected from all sources; (h) the amount of any reserve fund and the expected level of annual Debt service coverage which will be maintained for any financing; (i) the total authorized Debt for the Districts; (j) the provisions regarding any credit enhancement, if any, for the proposed financing, including, but not limited to, letters of credit and insurance; and (k) a list and written explanation of potential risks of the financing.

Inclusion Area Boundaries: means the boundaries of the area described in the Inclusion Area Boundary Map, if any.

Inclusion Area Boundary Map: means the map attached hereto as **Exhibit C-2**, describing the property proposed for inclusion within the Districts after organization, if any.

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 the Maximum Debt 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 Districts' 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 or statutorily 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 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, and any constitutional or legislative changes in the actual value against which the assessment rate is applied, 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 (up to 10 mills for developments of 400 or more units and up to 5 mills for developments of fewer than 400 units), 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 \_\_\_\_\_.

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 each District.

Service Area: means the property within the Initial District Boundary Map and the Inclusion Area Boundary Map.

Service Plan: means this service plan for the District approved by Town Council.

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

Special Assessment: means the levy of an assessment within the boundaries of a special improvement district pursuant to Section V.A. 10.

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 the Maximum Debt 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 \_\_\_\_\_ acres [*and the total area proposed to be included in the Inclusion Area Boundaries is approximately \_\_\_\_\_ acres.*] A legal description of the Initial District Boundaries [*and the Inclusion Area Boundaries*] is attached hereto as **Exhibit A**. A map of the Initial District Boundaries is attached hereto as **Exhibit C-1**, [*and a map of the Inclusion Area Boundaries is attached hereto as **Exhibit***



C-2.] Proof of Ownership and consents of the owners to organization of the Districts 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 Districts' 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 \_\_\_\_ acres of \_\_\_\_\_ land. The current assessed valuation of the Service Area 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 \_\_\_\_\_ persons. The non-residential density of the Districts at build-out is estimated to be approximately \_\_\_\_\_ 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 the Approved Development Plan, other rules and regulations of the Town, and applicable provisions of the Town Code, all as directed by the Town. The District shall not be authorized to operate and maintain any part or all of the Public Improvements, or any other improvements, public or private, unless specifically provided for in the Intergovernmental Agreement.

2. Fire Protection Limitation. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain fire protection facilities or services, unless such facilities and services are provided pursuant to an intergovernmental agreement with the Town. The authority to plan for, design, acquire, construct, install, relocate, redevelop or finance fire hydrants and related improvements installed as part of the water system shall not be limited by this provision.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.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.Property Acquisition Limitation; Transfer Requirement. The District shall not exercise any power of dominant eminent domain against the Town without the prior written consent of the Town. The District shall at no expense to the Town transfer to the Town all rights-of-way, fee interests and easements that the Town determines are necessary for access to and operation and maintenance of the Public Improvements, consistent with the Approved Development Plan and to the extent such interests have not been acquired by the Town through such Development Plan process.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 any of the other Districts, or to any of the District’s bondholders. No District shall impose a mill levy and then exclude the property from its boundaries, unless the property is being included in one of the other Districts.Initial Debt Limitation. On or before the effective date of approval of an Approved Development Plan, the

District shall not: (a) issue any Debt; (b) impose the Maximum Debt Mill Levy; (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; or (d) impose or collect any fees or revenues from any other source for the purpose of repayment of Debt.Total Debt Issuance Limitation. The Districts shall not issue Debt in excess of \$ \_\_\_\_\_ total aggregate principal amount, provided that such limitation shall not be applicable to refunding Bonds issued by the any 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; and (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%. 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.Special Assessments. With the prior written consent of the Town, the Districts may establish one or more special improvement districts within any of the Districts' boundaries and may impose a Special Assessment within the special improvement district in order to finance all or part of the costs of any Public Improvements to be constructed or installed that the Districts are authorized to finance; provided, however, that any lien on a property resulting from the imposition of a Special Assessment shall be satisfied and cleared prior to the issuance of a certificate of occupancy for any unit, structure or other appurtenance, excluding public improvements, on the property assessed, but in no event later than the transfer of such property to an End User. Any Special Assessments imposed by any of the Districts may be pledged to the payment of bonds or other obligations of the Districts and shall not be considered Debt or Development Fees under this Service Plan.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.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, unless such consolidation is with one of the other Districts.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: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, except as set forth in this Section. Prior to issuing any revenue bonds, a 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 a District to which another District has pledged toward repayment of such bonds a mill levy or other source of revenue 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 Districts 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 Districts 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 Districts and, to the extent necessary to improve adjacent streets and connect Public Improvements to existing infrastructure, without the boundaries of the Districts, 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 \$\_\_\_\_\_. Costs of required Public Improvements that cannot be financed by the Districts within the parameters of this Service Plan and the financial capability of the Districts are expected to be financed by the developer of the Project.

The Districts 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 Districts will continue to develop and refine the Capital Plan and the Map Depicting Public Improvements, as necessary, and prepare for issuance of Debt. All cost estimates will be inflated to then-current dollars at the time of the issuance of Debt and construction. All construction cost estimates contained in **Exhibit D** assume construction to applicable standards and specifications of the Town and state and federal requirements.

C. Multiple District Structure.

It is anticipated that the Districts, collectively, will undertake the financing and construction of certain of the Public Improvements contemplated herein. Specifically, the Districts shall enter into one or more intergovernmental agreements with each other (subject to Section X herein), which intergovernmental agreement(s) shall govern the relationships between and among the Districts with respect to the financing, construction and operation of the Public Improvements.

The Districts will 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 Districts 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 Districts. The Financial Plan for the Districts 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 Districts may be payable from any and all legally available revenues of the Districts, including general ad valorem taxes to be imposed upon all taxable property within the Districts. The Districts 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 \$ \_\_\_\_\_ in aggregate principal amount. Debt is permitted to be issued on a schedule and in such year or years as the Districts determine shall meet the needs of the Capital Plan referenced above and the progression of the development, subject to compliance with this Service Plan. The \$ \_\_\_\_\_ that the Districts shall be permitted to issue is supported by the Financial Plan prepared by \_\_\_\_\_ (*name of External Financial Advisor*), attached hereto as **Exhibit F**. (*Name of External Financial Advisor*) shall attach a certification to the Financial Plan, certifying that based upon the assumptions contained therein and *his/her* professional opinion, the Districts are expected to retire all Debt referenced in the Financial Plan within the restrictions set forth in the Service Plan, including but not limited to the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term.

### **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.

### **D. 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 [the number of mills currently authorized under the existing service plan or 57 mills, as appropriate] 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 \_\_\_\_\_ mills. Except for permitted Mill Levy Adjustments, the District's mill levy imposed by the Districts for the payment of Debt shall not exceed the Maximum Debt Mill Levy. If the District otherwise proposes to adjust its mill levy for the payment of Debt above the Maximum Debt Mill Levy for any purpose other than a Mill Levy Adjustment, 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 Maximum Debt Mill Levy adjustment as a material modification of the Service Plan. If the Town Council determines that such proposed adjustment to the Maximum Debt Mill Levy 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 proposed Maximum Debt 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.

E. 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 [5][10] mills, subject to the Mill Levy Adjustment, for the purpose of paying for the costs of ongoing administrative, accounting and legal services of 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, together with the estimated costs of the District's organization and initial operations, are anticipated to be \$\_\_\_\_\_, which will be eligible for reimbursement from Debt proceeds. The first year's operating budget for the District is estimated to be \$\_\_\_\_\_ 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 any District exceed the Maximum Debt Mill Levy or, for residential property within 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, as allowed and limited by Colorado law, provided that such Development Fee does not exceed the following limits:

1. For each single-family detached residential unit, the Development Fee shall not exceed Two Thousand Dollars (\$2,000).

2. For each single-family attached or multi-family residential unit, the Development Fee shall not exceed One Thousand Five Hundred Dollars (\$1,500).



3. For a structure other than a single-family or multi-family residential structure, the Development Fee shall not exceed Twenty-Five Cents (\$0.25) per square foot of the structure.

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, 200\_\_ [year of Service Plan approval] . In addition, should the Town's Model Service Plan be amended to allow for an increase in such Development Fees, 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 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 a 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.

A 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 following the year in which the Order and Decree creating the District has been issued by the District Court for and in Douglas County, Colorado, which annual report shall reflect activity and financial events of the District through the preceding December 31 (the “report year”). The Districts may file a combined report. The Town Council reserves the right, pursuant to Section 32-1-207(3)(c), C.R.S., to request annual reports from the District beyond five (5) years after the District’s organization.

B. Reporting of Significant Events.

The annual report shall include the following:

1. A 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, including Special Assessments;
8. A summary of Special Assessments outstanding and a statement or representation that any and all Special Assessments were satisfied and discharged prior to the transfer of title to any property to an End User.
9. 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;
10. 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
11. Certification from the Board of the District that the District is in compliance with all provisions of the Service Plan.
12. A copy of the most recent notice issued by the District, pursuant to Section 32-1-809, C.R.S.
13. 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 prior to the District's certification of the formation of the Districts to the Colorado Division of Local Government as required by Section 32-1-306, C.R.S.

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 its organizational election, 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 Districts' activities, is attached hereto as **Exhibit H**. The Districts shall approve and execute the Intergovernmental Agreement at their first Board meeting after its organizational election, in the same form as the Intergovernmental Agreement approved by Town Council, and shall promptly deliver an executed original to the Town. Failure of the Districts 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 Agreement referenced in this Section and the intergovernmental agreement referenced in Section V(C) above, no intergovernmental agreements between the Districts and any other government are 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 this Service Plan, the Intergovernmental Agreement, and the terms of the Approved Development Plan or other instrument related to the Public Improvements. The Town will notify the Districts within twenty (20) 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.

## **XI. NON-COMPLIANCE WITH SERVICE PLAN**

In the event it is determined that any 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, each 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 B**

Parker Vicinity Map



**EXHIBIT C-1**

Initial District Boundary Map

**EXHIBIT C-2**

Inclusion Area Boundary Map

## **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

#### 1. Developer's Letter

{date – on or after date of Service Plan approval}

Town of Parker  
20120 E. Mainstreet  
Parker, CO 80138-7334

**RE: \_\_\_\_\_ 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: \_\_\_\_\_ 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



## Request for Town Council Action

**Date:** August 21, 2023  
**Submitted By:** Kelsey Hall, Assistant Town Attorney  
**Reviewed By:** Michelle Kivela, Town Manager  
**Title:** **RESOLUTION NO. 23-072**  
**A Resolution of the Town Council Supporting the Passage of Ballot Question 2A Concerning the Fines and Maximum Imprisonment for Violations of the Parker Municipal Code**  
**Department:** Town Council

### EXECUTIVE SUMMARY

---

This resolution supports the ballot question on the November 7, 2023, ballot to allow the Town Council to set fines and terms of imprisonment for violation of Town ordinances and regulations in accordance with the limits set by state law.

### STAFF RECOMMENDATION

---

Approve

### BACKGROUND/DISCUSSION

---

At the June 20, 2023 Town Council meeting, Town Council voted to submit to the Town's voters a ballot question to allow the Town Council to set fines and terms of imprisonment for violation of Town ordinances and regulations in accordance with the limits set by state law. Currently, the Town may only sentence offenders to pay fines of up to \$1,000, be imprisoned for up to one year, or both, whereas state law permits fines of up to \$2,650, adjusted for inflation, and imprisonment up to 364 days.

The Fair Campaign Practices Act allows the Town Council to pass a resolution of support on any issue of official concern before the Town electorate.

### FINANCIAL IMPACT

---

None concerning passage of a resolution of support.

### STRATEGIC GOAL(S)

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### ATTACHMENTS

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1. Resolution No. 23-072

### RECOMMENDED MOTION

---

I move to approve Resolution No. 23-072.

**RESOLUTION NO. 23-072, Series of 2023**

**TITLE: A RESOLUTION OF THE TOWN COUNCIL SUPPORTING THE PASSAGE OF BALLOT QUESTION 2A CONCERNING THE FINES AND MAXIMUM IMPRISONMENT FOR VIOLATIONS OF THE PARKER MUNICIPAL CODE**

WHEREAS, Douglas County is conducting a coordinated election on November 7, 2023;

WHEREAS, the Town Council has placed four ballot measures on the November 7, 2023, ballot to amend the Charter;

WHEREAS, Ballot Question 2A concerns Town Council's ability to set fines and lengths of imprisonment for violations of the Parker Municipal Code by ordinance, in accordance with the limits authorized by state law;

WHEREAS, Section 3.1 of the Charter currently permits Town Council to enforce ordinances and regulations by passing ordinances to enable the municipal court to sentence offenders to pay fines up to \$1,000.000, be imprisoned up to one year, or both, for each and every offense;

WHEREAS, under Colorado state law, municipal courts are authorized to impose a fine of up to \$2,650.00, adjusted for inflation, and imprisonment up to 364 days;

WHEREAS, passage of Ballot Question 2A would amend the Charter to allow the Town's municipal court to levy fines and sentence offenders to imprisonment consistently with the limits established by state law;

WHEREAS, allowing sentencing in compliance with state law would enable the Town's municipal court to levy fines and sentences of imprisonment that are commensurate with the offense; and

WHEREAS, the Town Council has determined that it is in the best interest of the Town to allow sentencing in accordance with state law, as higher fines may serve as a deterrent to crime.

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 supports passage of Ballot Question 2A to amend Section 3.1 of the Charter to allow Town Council to set fines and lengths of imprisonment in accordance with the limits authorized by state law.

RESOLVED AND PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

TOWN OF PARKER, COLORADO

\_\_\_\_\_  
Jeff Toborg, Mayor

ATTEST:

\_\_\_\_\_  
Chris Vanderpool, Town Clerk



## Request for Town Council Action

**Date:** August 21, 2023  
**Submitted By:** Kelsey Hall, Assistant Town Attorney  
**Reviewed By:** Michelle Kivela, Town Manager  
**Title:** **RESOLUTION NO. 23-073**  
**A Resolution of the Town Council Supporting the Passage of Ballot**  
**Question 2B Concerning the Management of Town Employees**  
**Department:** Town Council

### EXECUTIVE SUMMARY

---

This resolution supports the ballot question on the November 7, 2023, ballot to delete language concerning Town Council's authority to provide for the manner by which department heads may supervise, control, and discipline their employees in order to make the Charter consistent with the amendment approved by voters in 2019 to allow the Town Manager to prepare the Personnel Manual for the Town instead of Town Council.

### STAFF RECOMMENDATION

---

Approve

### BACKGROUND/DISCUSSION

---

At the June 20, 2023 Town Council meeting, Town Council voted to submit to the Town's voters a ballot question to delete language concerning Town Council's authority to provide for the manner by which department heads may supervise, control, and discipline their employees in order to make the Charter consistent with the amendment approved by voters in 2019 to allow the Town Manager to prepare the Personnel Manual for the Town instead of Town Council. This change will make the Charter internally consistent with a change previously approved by the voters and will ensure that the language reflects the Town's form of Council-Manager governance by placing the authority to determine the manner by which department heads may supervise, control, and discipline their employees with the Town Manager.

The Fair Campaign Practices Act allows the Town Council to pass a resolution of support on any issue of official concern before the Town electorate.

### FINANCIAL IMPACT

---

None concerning passage of a resolution of support.

### STRATEGIC GOAL(S)

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**ATTACHMENTS**

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1. Resolution No. 23-073

**RECOMMENDED MOTION**

---

I move to approve Resolution No. 23-073.



**RESOLUTION NO. 23-073, Series of 2023**

**TITLE: A RESOLUTION OF THE TOWN COUNCIL SUPPORTING THE  
PASSAGE OF BALLOT QUESTION 2B CONCERNING THE  
MANAGEMENT OF TOWN EMPLOYEES**

WHEREAS, Douglas County is conducting a coordinated election on November 7, 2023;

WHEREAS, the Town Council has placed four ballot measures on the November 7, 2023, ballot to amend the Charter;

WHEREAS, Ballot Question 2B concerns the Town's internal structure for the manner by which department heads supervise, control, and discipline employees for departments created by the Charter or by Ordinance;

WHEREAS, the Town utilizes a Council-Manager model, under which Town Council determines policies for the Town and the Town Manager oversees the day-to-day operations, including employment matters;

WHEREAS, at the 2019 special election, voters approved an amendment to Section 15.19 of the Charter, which allows the Town Manager to prepare the Personnel Manual for the Town instead of Town Council, which is consistent with the Council-Manager model of governance;

WHEREAS, the Personnel Manual addresses the conduct of all of the Town's employees, including the manner by which department heads may supervise, control, and discipline their employees;

WHEREAS, Section 4.6 of the Charter currently provides that Town Council may provide for the manner by which the department heads supervise, control, and discipline employees of departments created by the Charter or by ordinance;

WHEREAS, in order to be consistent with the 2019 amendment to Section 15.19 of the Charter, it is necessary to amend Section 4.6 of the Charter to delete the language concerning Town Council's authority to provide for the manner by which department heads may supervise, control, and discipline their employees; and

WHEREAS, the Town Council has determined that it is in the best interest of the Town to have consistent language in the Charter regarding the Town Manager's supervision, control, and discipline of employees.

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 supports passage of Ballot Question 2B to amend Section 4.6 of the Charter to remove language stating that the Town Council may provide for the manner by which department heads may supervise, control, and discipline

their employees, in order to achieve consistency with the voter-approved amendment to Section 15.19 of the Charter.

RESOLVED AND PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

TOWN OF PARKER, COLORADO

\_\_\_\_\_  
Jeff Toborg, Mayor

ATTEST:

\_\_\_\_\_  
Chris Vanderpool, Town Clerk



## Request for Town Council Action

**Date:** August 21, 2023

**Submitted By:** Kelsey Hall, Assistant Town Attorney

**Reviewed By:** Michelle Kivela, Town Manager

**Title:** **RESOLUTION NO. 23-074**  
**A Resolution of the Town Council Supporting the Passage of Ballot Question 2C Concerning the Administration of the Oath of Office to New Police Officers**

**Department:** Town Council

### EXECUTIVE SUMMARY

---

This resolution supports the ballot question on the November 7, 2023, ballot to enable the Chief of Police to administer the oath of office to new police officers in addition to the Town Clerk or a judge.

### STAFF RECOMMENDATION

---

Approve

### BACKGROUND/DISCUSSION

---

At the June 20, 2023 Town Council meeting, Town Council voted to submit to the Town's voters a ballot question to enable the Chief of Police to administer the oath of office to new police officers in addition to the Town Clerk or a judge. Currently, only the Town Clerk or a judge has the authority to administer the requisite oath or affirmation of office to new police officers. Allowing the Chief of Police to do so as well would be consistent with normal practice within the law enforcement community.

The Fair Campaign Practices Act allows the Town Council to pass a resolution of support on any issue of official concern before the Town electorate.

### FINANCIAL IMPACT

---

None concerning passage of a resolution of support.

### STRATEGIC GOAL(S)

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### ATTACHMENTS

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1. Resolution No. 23-074

### RECOMMENDED MOTION

---

I move to approve Resolution No. 23-074.

RESOLUTION NO. 23-074, Series of 2023

**TITLE: A RESOLUTION OF THE TOWN COUNCIL SUPPORTING THE PASSAGE OF BALLOT QUESTION 2C CONCERNING THE ADMINISTRATION OF THE OATH OF OFFICE TO NEW POLICE OFFICERS**

WHEREAS, Douglas County is conducting a coordinated election on November 7, 2023;

WHEREAS, the Town Council has placed four ballot measures on the November 7, 2023, ballot to amend the Charter;

WHEREAS, Ballot Question 2C concerns which individuals are authorized to administer the oath of office to new police officers;

WHEREAS, Section 8.3 of the Charter currently requires new police officers to take an oath or affirmation that they will support the Constitution and the laws of the United States, the State of Colorado, the Charter, and the Town's ordinances, and will faithfully perform the duties of the office upon which the officer is about to enter;

WHEREAS, Section 8.3 of the Charter only permits this oath or affirmation to be taken before the Town Clerk or a judge;

WHEREAS, passage of Ballot Question 2C would allow the Parker Chief of Police to administer the oath or affirmation in addition to the Town Clerk or a judge;

WHEREAS, it is normal practice within law enforcement for a chief of police to administer an oath or affirmation of office to new police officers; and

WHEREAS, the Town Council has determined that it is in the best interest of the Town to allow the Chief of Police to administer the oath or affirmation of office to new police officers.

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 supports passage of Ballot Question 2C to amend Section 8.3 of the Charter to allow the Parker Chief of Police to administer the oath or affirmation of office to new police officers in addition to the Town Clerk and judges.

RESOLVED AND PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

TOWN OF PARKER, COLORADO

\_\_\_\_\_  
Jeff Toborg, Mayor

ATTEST:

\_\_\_\_\_  
Chris Vanderpool, Town Clerk



## Request for Town Council Action

**Date:** August 21, 2023

**Submitted By:** Kelsey Hall, Assistant Town Attorney

**Reviewed By:** Michelle Kivela, Town Manager

**Title:** **RESOLUTION NO. 23-075**  
**A Resolution of the Town Council Supporting the Passage of Ballot**  
**Question 2D Concerning Delegation of Authority to Accept or Refuse**  
**Gifts, Bequests, or Donations**

**Department:** Town Council

### **EXECUTIVE SUMMARY**

---

This resolution supports the ballot question on the November 7, 2023, ballot to enable Town Council to delegate its authority to receive and make gifts, bequests, and donations of personal property by ordinance on a case-by-case basis.

### **STAFF RECOMMENDATION**

---

Approve

### **BACKGROUND/DISCUSSION**

---

At the June 20, 2023 Town Council meeting, Town Council voted to submit to the Town's voters a ballot question to enable Town Council to delegate its authority to receive and make gifts, bequests, and donations by ordinance on a case-by-case basis. As the Town has grown, it frequently receives offers of donated property, such as artwork. Furthermore, the Town occasionally replaces personal property, such as office furniture which does not have sufficient value to be auctioned or sold, but which could be donated to local organizations in need of such property.

If passed, this Charter amendment would grant Council the ability to determine if, in the interests of efficiently managing the Town's personal property, it is appropriate to delegate its authority to receive or make gifts, bequests, or donations of certain categories of property on a case-by-case basis.

The Fair Campaign Practices Act allows the Town Council to pass a resolution of support on any issue of official concern before the Town electorate.

### **FINANCIAL IMPACT**

---

None concerning passage of a resolution of support.

**STRATEGIC GOAL(S)**

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FOSTER COMMUNITY  
CREATIVITY AND  
ENGAGEMENT



ENHANCE ECONOMIC  
VITALITY

**ATTACHMENTS**

---

1. Resolution No. 23-075

**RECOMMENDED MOTION**

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I move to approve Resolution No. 23-075.

**RESOLUTION NO. 23-075, Series of 2023**

**TITLE: A RESOLUTION OF THE TOWN COUNCIL SUPPORTING THE PASSAGE OF BALLOT QUESTION 2D CONCERNING DELEGATION OF AUTHORITY TO ACCEPT OR REFUSE GIFTS, BEQUESTS, OR DONATIONS**

WHEREAS, Douglas County is conducting a coordinated election on November 7, 2023;

WHEREAS, the Town Council has placed four ballot measures on the November 7, 2023, ballot to amend the Charter;

WHEREAS, Ballot Question 2D concerns Town Council's ability to delegate its authority to receive or refuse gifts, bequests, and donations, or to make donations of personal property on behalf of the Town by ordinance;

WHEREAS, Section 15.7 of the Charter authorizes Town Council alone to receive or refuse gifts, bequests, and donations of all kinds of property and to make gifts and donations on behalf of the Town;

WHEREAS, as the Town has grown, it frequently receives offers of donated property, including property such as artwork;

WHEREAS, the Town occasionally replaces personal property, such as office furniture or chairs, which do not have sufficient value to be auctioned or sold, but which could be donated to local organizations in need of such property, like churches or nonprofits;

WHEREAS, Town Council must accept property by adopting a resolution, which requires one reading;

WHEREAS, Town Council may only donate Town property by adopting an ordinance, which requires two readings;

WHEREAS, in order to efficiently manage Town property, Town Council may find it is appropriate to delegate its authority to receive gifts, bequests, or donations or to make donations of personal property by ordinance on a case-by-case basis;

WHEREAS, such delegation would enable Town Council to allow designated staff, such as the Town Manager, to accept or make donations of certain categories of property, like artwork or office furniture, without a resolution or ordinance;

WHEREAS, delegating this function on a case-by-case basis for certain categories of property will enable the Town to efficiently manage property in a way that benefits the community, for example by donating furniture that is slated to be replaced, rather than having it take up valuable storage space while the ordinance process proceeds or selling it to the organization;

WHEREAS, passage of Ballot Question 2D would not permit Town Council to delegate its authority to accept or make donations of land;

WHEREAS, the Town Council has determined that it is in the best interest of the Town to provide Town Council with the flexibility to delegate its authority to receive gifts, bequests, and donations or to make donations of personal property by ordinance on a case-by-case basis.

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 supports passage of Ballot Question 2D to amend Section 15.7 of the Charter to allow the delegation of Town Council's authority to accept or refuse gifts, bequests, or donations and to make donations of Town property by ordinance, as Town Council deems appropriate in the future.

RESOLVED AND PASSED this \_\_\_\_ day of \_\_\_\_\_, 2023.

TOWN OF PARKER, COLORADO

\_\_\_\_\_  
Jeff Toborg, Mayor

ATTEST:

\_\_\_\_\_  
Chris Vanderpool, Town Clerk