

TOWN OF PARKER COUNCIL AGENDA
REVISED
September 2, 2025

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://parkerCO.gov/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. 6:30 P.M. – Call to Order Town Council Meeting and Roll Call**
- B. Council Updates/Work Session - Immediately following Call to Order/Roll Call**
- 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. As any matters raised by individuals during public comment are not on the agenda and other potentially interested parties would not, therefore, be aware of the discussion of these matters, the Town Council will not engage in dialogue regarding any items raised during public comment.*

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 18, 2025**

- B. *ORDINANCE NO. 2.287 - First Reading*
A Bill for an Ordinance Approving and Accomplishing the Annexation of Contiguous Unincorporated Territory Known as the Motsenbocker Road Property
Department: Community Development, Amber Wood-Hicken
Engineering and Public Works, Chris Hudson
Trakit No.: ANX25-001
Second Reading: September 15, 2025
- C. *ORDINANCE NO. 1.662 - First Reading*
A Bill for an Ordinance Approving the Grant Agreement for Senior Center Improvements By and Between the Town of Parker and the Parker Senior Center, Inc.
Department: Parks, Recreation and Open Space, Mary Colton
Second Reading: September 15, 2025
- D. *ORDINANCE NO. 9.132.2 – First Reading*
A Bill for an Ordinance to Approve the Amended and Restated Intergovernmental Agreement by and between the Town of Parker and Compark Business Campus Metropolitan District
Department: Town Attorney, Jamie Wynn
Second Reading: September 15, 2025
- E. *CHERRY CREEK SOUTH METROPOLITAN DISTRICTS Nos. 4-11*
Department: Town Attorney, Jamie Wynn
Second Reading: September 15, 2025
1. *ORDINANCE NO. 9.309.2 - First Reading*
A Bill for an Ordinance to Approve the Second Amendment to Amended and Restated Intergovernmental Agreement by and between the Town of Parker and Cherry Creek South Metropolitan District No. 4
2. *ORDINANCE NO. 9.310.1 – First Reading*
A Bill for an Ordinance to Approve the First Amendment to Amended and Restated Intergovernmental Agreement by and between the Town of Parker and Cherry Creek South Metropolitan District No. 5
3. *ORDINANCE NO. 9.311.1 – First Reading*
A Bill for an Ordinance to Approve the First Amendment to Amended and Restated Intergovernmental Agreement by and between the Town of Parker and Cherry Creek South Metropolitan District No. 6
4. *ORDINANCE NO. 9.312.1 – First Reading*
A Bill for an Ordinance to Approve the First Amendment to Amended and Restated Intergovernmental Agreement by and between the Town of Parker and Cherry Creek South Metropolitan District No. 7

5. *ORDINANCE NO. 9.313.1 – First Reading
A Bill for an Ordinance to Approve the First Amendment to Amended and Restated
Intergovernmental Agreement by and between the Town of Parker and Cherry Creek South
Metropolitan District No. 8*
6. *ORDINANCE NO. 9.314.1 – First Reading
A Bill for an Ordinance to Approve the First Amendment to Amended and Restated
Intergovernmental Agreement by and between the Town of Parker and Cherry Creek South
Metropolitan District No. 9*
7. *ORDINANCE NO. 9.315.1 – First Reading
A Bill for an Ordinance to Approve the First Amendment to Amended and Restated
Intergovernmental Agreement by and between the Town of Parker and Cherry Creek South
Metropolitan District No. 10*
8. *ORDINANCE NO. 9.316.1 – First Reading
A Bill for an Ordinance to Approve the First Amendment to Amended and Restated
Intergovernmental Agreement by and between the Town of Parker and Cherry Creek South
Metropolitan District No. 11*

F. *RESOLUTION NO. 25-056
A Resolution Accepting the Conveyance of a Drainage Easement from Flexential Corp., for Portions
of Lot 1, Compark Village Filing No. 13
Department: Engineering and Public Works, Charles Kudlauskas*

G. *CONTRACTS OVER \$100,000*

1. *Town Hall Moving & Storage Contract
Amount: \$250,015.76
Contractor: Buehler Moving Companies
Department: Engineering and Public Works, Bob Exstrom*
2. *Townwide Rectangular Rapid Flashing Beacons
Amount: \$138,200
Contractor: Gades Sales Co. Inc.
Department: Engineering and Public Works, Eli Vadales*
3. *E-470/ Parker Road/Twenty Mile Road Mobility Improvements (CIP25-029) Preliminary
Design
Amount: \$321,563
Contractor: Felsburg Holt & Ullevig
Department: Engineering and Public Works, Chris Hudson*

5. ORDINANCES

- A. ORDINANCE NO. 1.660 - Second Reading**
A Bill for an Ordinance Conveying Certain Real Property by Easement to Parker Water and Sanitation District for Tallman Park
Department: Engineering and Public Works, Alex Mestdagh
- B. ORDINANCE NO. 1.661 - Second Reading**
A Bill for an Ordinance Conveying Certain Real Property by Easement to Parker Water and Sanitation District for Lutheran High School
Department: Engineering and Public Works, Charles Kudlauskas
- C. ORDINANCE NO. 4.93.7 - Second Reading**
A Bill for an Ordinance to Amend Chapter 11.04 of the Parker Municipal Code Concerning the Parker Fire Protection Code
Department: Town Manager, Michael Lawson
- D. ORDINANCE NO. 9.390 - Second Reading**
A Bill for an Ordinance to Approve the Intergovernmental Agreement For Payment of Start-Up Costs for Fire/Life Safety Services By and Between the Town of Parker and the South Metro Fire Rescue Fire Protection District
Department: Town Manager, Michael Lawson

6. RESOLUTIONS

Town Council Support of Ballot Questions for November 4, 2025 Election

Department: Town Council

- 1. RESOLUTION NO. 25-051**
A Resolution of the Town Council Supporting the Passage of Ballot Question 2A Concerning Town Council Vacancies and the Appointment Process
- 2. RESOLUTION NO. 25-052**
A Resolution of the Town Council Supporting the Passage of Ballot Question 2B Concerning Town Council Conflict of Interest Provisions
- 3. RESOLUTION NO. 25-053**
A Resolution of the Town Council Supporting the Passage of Ballot Question 2C Concerning Multiple Offices to Prohibit the Mayor or any Town Councilmember from Simultaneously Serving in Any Other Office

4. RESOLUTION NO. 25-054

**A Resolution of the Town Council Supporting the Passage of Ballot Question 2D
Concerning the Repeal of the Board of Adjustment and Appeals**

5. RESOLUTION NO. 25-055

**A Resolution of the Town Council Supporting the Passage of Ballot Question 2E
Concerning Contracts with other Governmental Entities by Ordinance**

7. PUBLIC COMMENTS CONTINUED IF NECESSARY

8. ADJOURNMENT



Request for Town Council Action

Date: September 2, 2025

Submitted By:

Reviewed By: Michelle Kivela, Town Manager

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

EXECUTIVE SUMMARY

STAFF RECOMMENDATION

BACKGROUND/DISCUSSION

FINANCIAL IMPACT

STRATEGIC GOAL(S)

ATTACHMENTS

None

RECOMMENDED MOTION

**TOWN OF PARKER COUNCIL
MINUTES
AUGUST 18, 2025**

Mayor Joshua Rivero called the meeting to order at 5:00 p.m. All Councilmembers were present, except for Anne Barrington.

Town Attorney Jame Wynn announced that there were two topics for discussion in the Executive Session to hold a conference with the Town's attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b). The first item was regarding requested amendments to Service Plans and Intergovernmental Agreements for Cherry Creek Metropolitan District Nos. 4-11, pursuant to Colorado Revised Statutes Title 32, Town of Parker Model Service Plan and Model Intergovernmental Agreement, and the Parker Municipal Code. The second time was concerning a proposed Amended and Restated Intergovernmental Agreement for Compark Business Campus Metropolitan District and Service Plan, pursuant to Colorado Revised Statutes Title 32, Town of Parker Model Service Plan and Model Intergovernmental Agreement, and the Parker Municipal Code.

EXECUTIVE SESSION

Erik Frandsen moved and Todd Hendreks seconded to enter into Executive Session at 5:02 p.m. to hold a conference with the Town's attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b).

The motion was approved unanimously.

Mayor Joshua Rivero left at 5:03 p.m. to take an urgent phone call and returned at 5:08 p.m.

Erik Frandsen moved and Todd Hendreks seconded to come out of Executive Session at 6:34 p.m.

The motion was approved unanimously.

COUNCIL UPDATES/WORK SESSION

No Work Session was held.

Brandi Wilks moved and Erik Frandsen seconded to recess the regular meeting until 7:00 p.m.

The motion carried unanimously.

REGULAR MEETING

Mayor Rivero reconvened the meeting at 7:00 p.m.

Mayor Rivero 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 attended since the last Town Council meeting.

CONSENT AGENDA*A. APPROVAL OF MINUTES - August 4, 2025**B. ORDINANCE NO. 4.93.7 - First Reading**A Bill for an Ordinance to Amend Chapter 11.04 of the Parker Municipal Code Concerning the Parker Fire Protection Code**Department: Town Manager, Michael Lawson**Second Reading: September 2, 2025**C. ORDINANCE NO. 9.390 - First Reading**A Bill for an Ordinance to Approve the Intergovernmental Agreement For Payment of Start-Up Costs for Fire/Life Safety Services By and Between the Town of Parker and the South Metro Fire Rescue Fire Protection District**Department: Town Manager, Michael Lawson**Second Reading: September 2, 2025**D. ORDINANCE NO. 1.660 - First Reading**A Bill for an Ordinance Conveying Certain Real Property by Easement to Parker Water and Sanitation District for Tallman Park**Department: Engineering and Public Works, Alex Mestdagh**Second Reading: September 2, 2025**E. ORDINANCE NO. 1.661 - First Reading**A Bill for an Ordinance Conveying Certain Real Property by Easement to Parker Water and Sanitation District for Lutheran High School**Department: Engineering and Public Works, Charles Kudlauskas**Second Reading: September 2, 2025**F. CONTRACTS OVER \$100,000**1. Parker Road Sidewalks – North Gap (King Soopers to Valley Hi Drive) - Final Design**Amount: \$141,129.42**Contractor: Merge Resource Group, Ltd.**Department: Engineering and Public Works, Tom Gill**2. Robinson Ranch Relocate - Highway 83 at Robinson Ranch – CORE Electric Cooperative**Amount: \$270,662.47**Contractor: CORE Electric Cooperative**Department: Engineering and Public Works, Tom Gill**3. 2025 Intersection Improvements (CIP24-016 and CIP24-028) - Contract Modification**Amount: \$20,000 (Addition to the Original Contract Amount of \$479,368 for a New Total of \$499,368)**Contractor: HCG Construction**Department: Engineering and Public Works, Tom Gill*

Brandi Wilks moved and Todd Hendreks seconded to approve Consent Agenda Items 4A through 4F.

A roll call vote was taken:

Todd Hendreks - yes

Brandi Wilks - yes

John Diak - yes

Erik Frandsen - yes

Laura Hefta - yes

The motion was approved unanimously.

ORDINANCES

ORDINANCE NO. 9.389 - Second Reading

A Bill for an Ordinance to Approve the Intergovernmental Agreement Between the Town of Parker and the Parker Water and Sanitation District Regarding Cost Sharing for Manhole and Water Valve Maintenance

Department: Engineering and Public Works, Chris Hudson

Passage of this ordinance approved an intergovernmental agreement (IGA) with Parker Water & Sanitation District (PWSD) for the maintenance of PWSD's infrastructure related to water valves and manholes as part of the Town's annual roadway maintenance program. This IGA was needed to formalize negotiations and fund the construction effort.

Public Comments: None.

Laura Hefta moved and Erik Frandsen seconded to approve Ordinance No. 9.389 on second reading.

A roll call vote was taken:

Todd Hendreks - yes

Brandi Wilks - yes

John Diak - yes

Erik Frandsen - yes

Laura Hefta - yes

The motion was approved unanimously.

CONTRACTS OVER \$500,000

Salisbury Regional Park Phase 1 Construction Contract (CIP23-017)

Amount: \$26,356,920.19

Contractor: JHL Constructors, LLC

Department: Parks, Recreation, and Open Space, Brett Collins

This item awarded a \$25,101,829.19 Trade Contractor Agreement to JHL Constructors, LLC, for the Salisbury Regional Park Phase 1 Project (CIP23-017), plus a 5% owner's contingency of \$1,255,091 for additional unforeseen expenses for a total project budget of \$26,356,920.19.

Public Comments: None.

Todd Hendreks moved and Erik Frandsen seconded to approve the staff recommendation, as a part of the regular agenda.

A roll call vote was taken:

Todd Hendreks - yes

Brandi Wilks - yes

John Diak - yes

Erik Frandsen - yes

Laura Hefta - yes

The motion was approved unanimously.

ADJOURNMENT

Mayor Rivero adjourned the meeting at 7:36 p.m.

Susan L. Irvine, Deputy Town Clerk

Joshua Rivero, Mayor



Request for Town Council Action

Date: September 2, 2025

Submitted By: Amber Wood Hicken, Planner I

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 2.287 - First Reading**
A Bill for an Ordinance Approving and Accomplishing the Annexation of Contiguous Unincorporated Territory Known as the Motsenbocker Road Property
Department: Community Development, Amber Wood-Hicken
Engineering and Public Works, Chris Hudson
Trakit No.: ANX25-001
Second Reading: September 15, 2025

EXECUTIVE SUMMARY

The subject property, known as the Motsenbocker Road property, is located in unincorporated Douglas County, but has been surrounded by the Town of Parker for over three (3) years. The Town proposes an enclave annexation of the Motsenbocker Road Property to both improve and maintain the Town's jurisdiction over Motsenbocker Road.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town acquired the four (4) parcels that comprise the Motsenbocker Road Property for the purpose of improving Motsenbocker Road between Todd Drive and Longland Parkway. This annexation will allow the Town to maintain control over the improvements to and jurisdiction over Motsenbocker Road.

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)



ATTACHMENTS

1. Vicinity Map Motsenbocker Road Annexation
2. Annexation Map Motsenbocker Road
3. Ordinance No. 2.287

RECOMMENDED MOTION

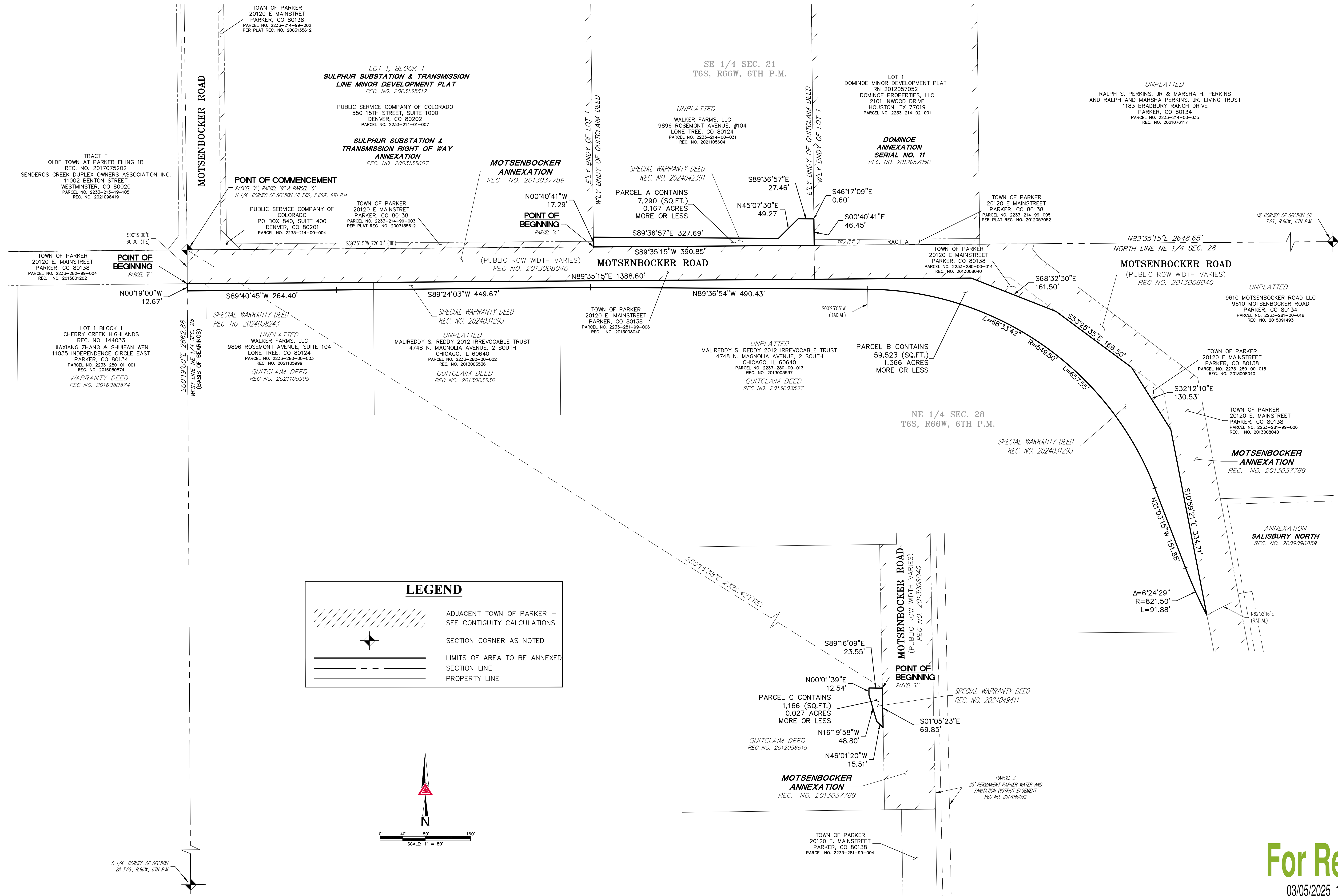
I move to approve Ordinance No. 2.287 on first reading and to schedule the second reading for September 15, 2025, as part of the consent agenda.

Motsenbocker Road Annexation

Vicinity Map



MOTSENBOCKER NO. 2 ANNEXATION
PARCELS LOCATED IN THE NORTHEAST QUARTER OF SECTION 28 &
THE SOUTHEAST QUARTER OF SECTION 21,
TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
COUNTY OF DOUGLAS, STATE OF COLORADO



SCALE 1" = 80'	
BY	DATE
REVISION DESCRIPTION	
ANNEXATION PLAT MOTSENBOCKER ROAD ANNEXATION DOUGLAS COUNTY, COLORADO	
SHEET TWO	
OF 2 SHEETS	
24924-15 JOB NO.	
300 East Mineral Ave, Suite 1 Littleton, Colorado, 80122 Phone: (303) 713-1898 Fax: (303) 713-1897 www.aztecconsultants.com	
AZTEC CONSULTANTS, INC.	
PREPARED FOR TOWN OF PARKER 20120 E. MAIN STREET PARKER, CO 80138	

For Review
03/05/2025 10:37:45 AM

FOR AND ON BEHALF OF
AZTEC CONSULTANTS, INC

ORDINANCE NO. 2.287, Series of 2025

**TITLE: A BILL FOR AN ORDINANCE APPROVING AND ACCOMPLISHING
THE ANNEXATION OF CONTIGUOUS UNINCORPORATED
TERRITORY KNOWN AS THE MOTSENBOCKER ROAD PROPERTY**

WHEREAS, the property described in attached **Exhibit 1**, being in the County of Douglas, State of Colorado (the “Property”), is entirely contained within the outer boundaries of the Town of Parker and has been so surrounded for a period of not less than three (3) years, as provided by Constitution of the State of Colorado, Article II, Section 30(1)(c), and C.R.S. § 31-12-106; and

WHEREAS, the Town Council of the Town of Parker, Colorado, has satisfied itself concerning the compliance of the proposed annexation of the Property with Constitution of the State of Colorado, Article II, Section 30(1)(c), and C.R.S. § 31-12-106(1).

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

Section 1. The annexation of the Property meets all requirements of law and the annexation policy of the Town of Parker, and therefore, the said annexation is hereby approved and made effective.

Section 2. Upon the effective date of this Annexation Ordinance, the Property shall become subject to the Charter, ordinances, resolutions, rules and regulations of the Town of Parker.

Section 3. Considering all of the foregoing, and based on the conviction that annexation of the Property to the Town of Parker will serve the best interests of the Town of Parker, the Property is hereby annexed to the Town of Parker.

Section 4. The Town Clerk shall file for recording one certified copy of the Annexation Ordinance and one copy of the Annexation Map with the Clerk and Recorder of the County of Douglas, State of Colorado.

Section 5. The Annexation Map showing the boundaries of the newly annexed territory, as above described, shall be kept on file in the office of the Douglas County Clerk and Recorder.

Section 6. The Town Clerk shall file one certified copy of the Annexation Ordinance and one copy of the Annexation Map with the Division of Local Governments of the Department of Local Affairs.

Section 7. **Safety Clause.** The Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Parker, that it is promulgated for the health, safety and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Town Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained. The Town Council further finds that the title to this

Ordinance was posted in two public places two days before the Town Council meeting, as provided by Section 7.5e. of the Town of Parker Home Rule Charter.

Section 8. This Annexation Ordinance shall become effective ten (10) days after the publication date of this Annexation Ordinance, except for the purpose of general taxation, and for such purposes it shall become effective on January 1st of the next succeeding year following passage of this Annexation Ordinance.

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2025.

Joshua Rivero, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2025.

Joshua Rivero, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Jamie Wynn, Town Attorney

EXHIBIT A

Legal Description

PARCEL A

A PARCEL OF LAND BEING ALL OF THE SPECIAL WARRANTY DEED RECORDED OCTOBER 3, 2024, AT RECEPTION NO. 2024042361, IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6th PRINCIPAL MERIDIAN, SAID COUNTY AND STATE.

PARCEL B

A PARCEL OF LAND BEING ALL OF THE SPECIAL WARRANTY DEED RECORDED SEPTEMBER 9, 2024, AT RECEPTION NO. 2024038243, AND ALL OF THE SPECIAL WARRANTY DEED RECORDED JULY 30, 2024, AT RECEPTION NO. 2024031293, BOTH IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6th PRINCIPAL MERIDIAN, SAID COUNTY AND STATE.

PARCEL C

A PARCEL OF LAND BEING THAT CERTAIN PORTION OF THE SPECIAL WARRANTY DEED RECORDED NOVEMBER 14, 2024, AT RECEPTION NO. 2024049411, IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6th PRINCIPAL MERIDIAN, SAID COUNTY AND STATE.

ALL PARCELS CONTAINING A COMBINED AREA OF 1.560 ACRES (67,979 SQUARE FEET), MORE OR LESS.



Request for Town Council Action

Date: September 2, 2025

Submitted By: Mary Colton, Parks and Recreation Director

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 1.662 - First Reading**
A Bill for an Ordinance Approving the Grant Agreement for Senior Center Improvements By and Between the Town of Parker and the Parker Senior Center, Inc.

Department: Parks, Recreation and Open Space, Mary Colton

Second Reading: September 15, 2025

EXECUTIVE SUMMARY

Staff is seeking approval of a grant agreement between the Town and Parker Senior Center (the Center) for Center facility Improvements in the amount of \$45,000. The improvements include drainage repair, interior concrete leveling (foundation/floor repairs) and parking lot repairs to be completed on or before June 30, 2026.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Center, located in the Town of Parker, has been serving community members aged fifty (50) and older for nearly forty years. The Center offers a wide range of services, including meals, educational programs, fitness and wellness activities, recreation, events, and local trips that contribute significantly to the quality of life and social well-being of Parker's senior population.

Due to the building's age and prolonged wear, the Center is now facing several critical infrastructure issues. These include:

- Drainage issues that have contributed to water intrusion
- Sinking and uneven basement floors requiring lifting and stabilization
- Significant deterioration of the parking lot that requires resurfacing

These facility concerns not only present long-term maintenance challenges but also pose potential safety hazards and accessibility issues for patrons.

During the May 12, 2025, Study Session, Senior Center President Rich Foerster and Center Manager Leslie Soell presented an update to Town Council, which included a formal request for an additional \$45,000 in funding. This request is in addition to the Town's ongoing annual

operational support of \$80,000. The Center indicated that it does not have the available financial resources to address these urgent facility needs on its own.

Following the presentation, a follow-up discussion with Council and Town staff occurred during the June 9, 2025 Study Session. Council members expressed support for the funding request, indicating the public benefit of the Center and the critical nature of the repairs.

While all three projects are considered necessary, the Center has prioritized the drainage and flooring repairs first, followed by the parking lot repairs, but this is somewhat dependent upon scheduling with vendors.

Town staff, in coordination with legal counsel and Senior Center representatives, developed a grant agreement that outlines:

- The specific scope of work to be completed
- Procurement and contracting guidelines
- Required insurance coverage
- A completion deadline of June 30, 2026

All parties have reviewed and approved the agreement, and staff recommends moving forward with disbursement of the \$45,000 as outlined.

FINANCIAL IMPACT

The cost to the Town is \$45,000, which will be transferred from contingent funds to cover the cost of repairs.

STRATEGIC GOAL(S)



INNOVATE WITH
COLLABORATIVE
GOVERNANCE



PROMOTE A SAFE AND
HEALTHY COMMUNITY



SUPPORT AN
ACTIVE COMMUNITY

ATTACHMENTS

1. Ordinance No. 1.662

RECOMMENDED MOTION

I move to approve Ordinance No. 1.662 on first reading and to schedule second reading for September 15, 2025, as part of the consent agenda.

ORDINANCE NO. 1.662, Series of 2025

TITLE: A BILL FOR AN ORDINANCE APPROVING THE GRANT AGREEMENT FOR SENIOR CENTER IMPROVEMENTS BY AND BETWEEN THE TOWN OF PARKER AND THE PARKER SENIOR CENTER, INC.

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 Grant Agreement for Senior Center Improvements by and between the Town of Parker and the Parker Senior Center, Inc., 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. Effective Date. This Ordinance shall become effective ten (10) days after final publication.

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2025.

Joshua Rivero, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2025.

Joshua Rivero, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Jamie Wynn, Town Attorney

EXHIBIT 1

GRANT AGREEMENT

THIS GRANT AGREEMENT (this “Agreement”) is made and entered into this _____, by and between the Town of Parker, a Colorado home rule municipality (the “Town”), and Parker Senior Center, Inc., a Colorado nonprofit corporation (the “Senior Center”).

RECITALS

- A. The Senior Center operates a community senior center within the Town of Parker, which serves those aged fifty (50) and older by providing numerous services, including meals, fitness programs, educational programs, activities, and recreation (the “Community Center”).
- B. The Community Center is in need of repairs, including mitigation work on the drainage to the building, the basement floors, and the parking lot.
- C. Due to the public benefit provided by the Senior Center, the Town desires to provide grant funds to the Senior Center to help defray the costs of repairs to the Community Center in accordance with the terms and conditions of this Agreement.
- D. Pursuant to Section 15.7 of the Town’s Home Rule Charter, Town Council may make donations on behalf of the Town.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements, conditions and undertakings hereinafter specified, the Town and the Senior Center agree as follows:

1. **Agreement Documents.** The “Agreement Documents” shall consist of:

- a. This Agreement;
- b. The Statement of Work, attached hereto as **Exhibit A**;
- c. The Town’s Procurement Guidelines, attached hereto as **Exhibit B**; and
- d. The Town’s Insurance Requirements, attached hereto as **Exhibit C**,

all of which are incorporated herein by this reference, whether or not attached hereto. In the event of any conflicts between this Agreement and any referenced or attached documents, this Agreement shall control.

2. **Senior Center’s Responsibilities.** The Senior Center shall be responsible for procuring the services of a reputable contractor to perform mitigation work on the Community Center’s building, which shall include concrete leveling of the floors, drainage, and parking lot repairs described in **Exhibit A** (the “Services”). The Senior Center shall apply the grant funds provided under this Agreement to the repair work for the drainage and floor repairs (items 1 and 2 in **Exhibit A**) first. If there are any remaining funds after these items have been addressed, such remaining funds may be applied towards the parking lot repairs (item 3 in **Exhibit A**). In

performing the Services, the Senior Center shall follow the procurement guidelines set forth in **Exhibit B**. In the event that the cost to perform the Services exceeds the total amount of funds provided under this Agreement, the Senior Center shall be responsible for the remaining expenses.

3. **Payment of Grant Funds.**

- a. **Grant.** The Town shall pay to the Senior Center a grant amount not to exceed Forty-Five Thousand and 00/100 Dollars (\$45,000.00) for the completion of the Services. In the event that the total cost of the Services is less than \$45,000, the Town shall only pay to the Senior Center that total cost of the Services. In the event that the cost of the Services exceeds \$45,000, the Senior Center shall pay the remainder of the cost.
- b. **Invoicing.** The Senior Center shall submit invoices to the Town no more frequently than once per month that itemize the Services completed since the last invoice. The Senior Center shall prepare the invoices at its sole cost and expense and shall include sufficient detail as determined by the Town to enable the Town to verify the appropriateness of the invoice. Invoices will be itemized and shall include supporting documentation, including copies of invoices from the contractor selected by the Senior Center to perform the mitigation work on the Community Center's drainage facilities, basement floors, and parking lot. The Town shall pay the uncontested amounts on each invoice within thirty (30) calendar days after receipt and approval of the invoice. The Town has the right to ask for clarification on any invoice from the Senior Center.
- c. **Incorrect Payments.** Incorrect payments to the Senior Center due to omission, error, fraud, or defalcation may be recovered from the Senior Center by deduction from subsequent payments due to the Senior Center under this Agreement or other contracts between the Town and the Senior Center.

4. **Term; Period of Performance.** The term of this Agreement shall commence upon its full execution by the parties and shall continue through and including December 31, 2026, unless earlier terminated as set forth herein. The Senior Center shall enter into a contract with a reputable contractor to perform the Services no later than December 31, 2025, and shall complete the Services on or before June 30, 2026 (the "Completion Date"). In the event that the Services cannot be completed by the Completion Date due to delays outside of the Senior Center's control, such as inclement weather affecting the prosecution of the Services, delays in receiving permits for the Services, etc., the Senior Center shall provide documentation to the Town supporting the delay. The Town may, after review of the documentation, agree to extend the Completion Date for the Services in its sole and absolute discretion. If the Town does not agree to extend the Completion Date, it may terminate this Agreement and shall not be responsible for paying for any Services performed after the Completion Date. All time limits are of the essence in this Agreement.

5. **Allowable Use of Funds.** Funds provided under this Agreement shall only be used to carry out the Services. In no event shall the funds be used for any purpose prohibited by law or inconsistent with the terms of this Agreement. The Senior Center shall be solely responsible

for ensuring that all expenditures are allowable, necessary, and reasonable in accordance with the terms of this Agreement. The Town reserves the right to determine, in its sole discretion, whether any expenditure is ineligible or inconsistent with the authorized work described in **Exhibit A**. In such case, the Town shall provide the Senior Center with a notification that the expenses are ineligible. The Senior Center shall have thirty (30) calendar days to respond to such notice. In the event that the Senior Center does not respond, or the Town determines that the response does not affect its determination as to the eligibility of the expenses, the Town may withhold reimbursement or require repayment of any funds disbursed for ineligible costs, or may deduct such amount from future payments due to the Senior Center under this Agreement or any other agreement between the Town and the Senior Center. Any costs determined to be unallowable, including, but not limited to, costs unrelated to the repairs contemplated by this Agreement or incurred beyond the Completion Date, shall not be reimbursed, and if already reimbursed, shall be subject to recovery by the Town.

6. **Records, Monitoring, and Audit Rights.**

- a. **Records.** The Senior Center shall maintain complete and accurate financial and operational records of all expenditures incurred using funds provided under this Agreement. Such records shall include, but are not limited to, documentation of funds received from the Town and other sources to complete the Services, quotes/procurement documents for the Services, invoices, and receipts directly related to the provision of the Services. These records shall be maintained by the Senior Center for a period of not less than three (3) years following the completion of the Services.
- b. **Monitoring.** The Town shall have the right to monitor the performance of the Senior Center for compliance with the terms of this Agreement. Failure to comply with the terms of this Agreement, including use of the funds for purposes outside of the provision of the Services will constitute a material breach. The Senior Center shall cooperate with all monitoring, including any site visits or evaluations.
- c. **Audit Rights.** The Town shall have the right, under reasonable advance notice, to inspect, audit, and copy such records during regular business hours to ensure compliance with the terms of this Agreement.

- 7. **Revenue Disclosure.** The Senior Center shall file with the Town a written statement listing all revenue received, or expected to be received, by the Senior Center from all sources, including governmental agencies. The statement will further provide a budget demonstrating how it will use these funding sources to offset, in whole or in part, any of the costs incurred by the Senior Center in conducting the Services as well as other current or prospective projects. Such statement shall reflect: (a) the name and a description of the project, program, or activity; (b) the dollar amount of funding provided, broken down by funding source; and (c) the full name and address of the organizations providing such funding. Individual donors are not required to be listed and may be aggregated with other individual donors or members in order to protect their privacy.

8. **Non-Appropriation.** Pursuant to C.R.S. § 29-1-110, as amended, the financial obligations of the Town as set forth herein after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise available. This Agreement is automatically terminated on January 1st of the first fiscal year for which funds are not appropriated. The Town's fiscal year is currently the calendar year. The Town shall give the Senior Center written notice of such non-appropriation.
9. **Assignment and Sub-Awards.** The Senior Center shall not assign this Agreement or issue any sub-awards pursuant to this Agreement. This Agreement is voidable by the Town and the Town may terminate this Agreement if the Senior Center assigns this Agreement or issues sub-awards. Subject to these limitations, this Agreement will inure to the benefit of and be binding upon the parties and their respective successors.
10. **Indemnification.** The Senior Center shall indemnify, defend, and hold the Town and its officials and employees harmless from and against any and all claims, damages, losses, injuries, and expenses (including reasonable attorneys' fees), relating to or arising out of (1) any act or omission of the Senior Center its officers, employees, subcontractors, or agents in connection with the performance of the Services; or (2) any breach of a covenant, representation, or warranty made by the Senior Center under this Agreement. The Senior Center need not indemnify, defend, and hold the Town, its officials and employees harmless from damages resulting from the negligence of the Town, its officials, or employees. The Town cannot, and by this Agreement does not, agree to indemnify, defend, hold harmless, or exonerate the Senior Center or any other person or entity whatsoever, for any purpose whatsoever.
11. **Insurance.**
 - a. **Generally.** The Senior Center shall purchase and maintain such insurance in a company or companies licensed to do business in the State of Colorado as will protect it from claims which may arise out of or result from operations under the Agreement, whether such operations be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The insurance required in this paragraph shall be written for not less than the amounts set forth in the Insurance Requirements attached hereto as **Exhibit C**. The Senior Center shall not be relieved of any liability pursuant to the paragraph titled Indemnification by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. The Senior Center shall provide certificates evidencing such coverage to the Town's Risk Manager prior to commencing the Services and during the term of this Agreement shall provide the Town written evidence of continuing insurance coverage prior to the expiration of the current coverage term. Should the Town request written evidence of continuing insurance coverage, such shall be provided to the Town within three (3) business days of its receipt of the request. The Senior Center shall provide the Town no less than thirty (30) days' prior written notice of any proposed change to, or cancellation of the insurance coverage, including all policy renewal information. Any proposed change to the insurance coverage shall comply with the terms of this Agreement. Any deviations below the

insurance standards set forth above must be approved by the Town of Parker Risk Manager. Should the Senior Center not have prior notice of a change or cancellation to the insurance coverages, the Senior Center shall notify the Town no later than two (2) business days after the Senior Center receives notice of a change in or cancellation of coverage.

- b. Endorsement. The Senior Center shall request that its Commercial General Liability insurance policy be endorsed to the Town. If requested by the Town, the Senior Center shall request from its insurance company an endorsement to any other insurance policy for this Agreement, in a form approved by the Town Attorney's Office, which will require the insurance company to provide the Town with notice of cancellation of the policy. The Senior Center shall promptly comply with all terms of the endorsement and shall pay the cost of the endorsement.
 - c. Certificate of Insurance. All certificates of insurance and guarantees required by this Agreement shall be submitted by the Senior Center to the Town prior to commencement of the Services. Within a reasonable time after submittal, the Town shall either approve the certificates of insurance or notify the Senior Center of any unacceptable conditions stating the specific reasons therefor. The Senior Center shall promptly re-submit an acceptable certificate of insurance, which the Town shall review within a reasonable time. The Senior Center shall not commence any of the Services until all required certificates of insurance have been accepted by the Town.
 - d. Breach. Failure on the part of the Senior Center to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a material breach of contract upon which the Town may immediately terminate this Agreement or, at its discretion, the Town may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the Town shall be repaid by Senior Center to the Town upon demand, or the Town may offset the cost of the premiums against any monies due to the Senior Center from the Town. Any termination of this Agreement, does not relieve the Senior Center from indemnification during the period this Agreement was in effect.
12. Termination. The Town reserves the right to terminate this Agreement in whole or in part, with or without cause, upon written notice to the Senior Center. In the event of termination for cause, the Town shall have no obligation to pay any additional amounts invoiced by the Senior Center. In the event for termination without cause, the Town shall pay for all Services completed prior to the effective date of the termination. Any expenses incurred by the Senior Center after the effective date of the termination of this Agreement are not allowable costs unless the Town expressly authorizes them in writing in its notice of termination. Other costs incurred by the Senior Center that arise after the effective date of termination which are necessary and not reasonably avoidable are allowed if: (a) the costs resulted from obligations which were properly incurred by the Senior Center before the effective date of the termination, are not incurred in anticipation of termination, and are non-cancellable; and (b) the costs would be allowable if this Agreement were still in effect.

13. **Independent Contractor Status.** The Senior Center is an independent contractor and is not an agent, servant, or employee of the Town. The Senior Center and its employees are not entitled to workers' compensation or unemployment insurance benefits through the Town. The Senior Center is solely responsible for necessary and adequate workers' compensation insurance and shall be responsible for withholding and paying all federal and state taxes. The Senior Center hereby acknowledges full and complete liability for, and timely payment of, all local, state, and federal taxes imposed.

14. **Notices.** Notices shall be given in writing and shall be deemed received if given by: (i) electronic mail when transmitted, if transmitted on a business day and during normal business hours of the recipient, and otherwise on the next business day following transmission; (ii) certified mail, return receipt requested, postage prepaid, three (3) business days after being deposited in the United States mail; or (iii) overnight carrier service or personal delivery, when received. Notice shall be given to the parties at the following addresses:

To the Town: Town of Parker
 Attn: Town Manager
 20120 E. Mainstreet
 Parker, Colorado 80138
 mkivela@parkerco.gov

and (send to all) Town of Parker
 Attn: Legal/Town Attorney
 20120 E. Mainstreet
 Parker, Colorado 80138
 contracts@parkerco.gov

To the Senior Center: Parker Senior Center
 Attn: Leslie Soell, Center Manager
 10675 Longs Way
 Parker, Colorado 80138
 leslie@parkercseniorcenter.org

with a copy to: Jim Noon
 Jimnoon88@gmail.com

15. **Miscellaneous.**

- a. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the County of Douglas, State of Colorado.
- b. **Compliance with Law.** The Services to be performed by the Senior Center hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations that affect the Senior Center or those employed or engaged by it, the materials or equipment used, and the performance of the Services. The Senior Center shall procure all necessary approvals, licenses, and permits at its own expense.

- c. Non-Discrimination. The Senior Center shall not discriminate against any person otherwise qualified solely because of race, creed, sex, color, national origin or ancestry, religion, disability, age, sexual orientation, gender identity, veteran status, or any other basis prohibited by federal, state, or local law.
- d. Publicity. The Senior Center shall recognize the Town for providing funding for the Services in any advertisements, notifications, publications, etc. that discuss the Services. The Town grants the Senior Center the right to utilize the Town's name and logo in such publicity, with the Town's prior written approval.
- e. Entire Agreement. This Agreement is the entire agreement between the Senior Center and the Town with respect to the funding of the Services, superseding all prior oral or written communications. None of the provisions of this Agreement may be amended, modified, or changed, except as provided herein. For purposes of clarity, the terms and conditions of any Senior Center invoice or other documentation, including indemnification, limitation of liability, or cancellation fees, shall be void and of no effect against the Town notwithstanding any signatures on such form by a Town employee. The Senior Center's rights and obligations shall be solely governed by the terms and conditions of this Agreement. Any Town employee's signature on the Senior Center's forms shall be effective only to establish receipt of such form.
- f. Governmental Immunity. Notwithstanding any other provision to the contrary, no term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection or other provisions of the Colorado Governmental Immunity Act, Section 24-10-101 et seq., C.R.S., as now or hereafter amended. The parties understand and agree that liability for claims for injuries to persons or property arising out of negligence of the Town, its officials and employees is controlled and limited by the provisions of Section 2-10-101 et seq., C.R.S., as now or hereafter amended.
- g. Waiver. This Agreement or any of its provisions may not be waived except in writing by a party's authorized signatory. The failure of a party to enforce any right arising under this Agreement on one or more occasions will not operate as a waiver of that or any other right on that or any other occasion. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligations of this Agreement.
- h. Severability. If any provision of this Agreement or the application thereof to any person or in any circumstance shall be unenforceable to any extent, the remainder of this Agreement and the application of such provision to other persons or in other circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
- i. Survival. Notwithstanding anything to the contrary, the parties understand and agree that all terms and conditions of this Agreement that require continued performance or compliance beyond the termination or expiration of this Agreement, including without limitation the indemnification and warranty provisions, shall survive such termination or

expiration and shall be enforceable against a party if such party fails to perform or comply with such term or condition.

- j. No Third-Party Beneficiaries. The enforcement of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the Town and the Senior Center. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third person, nor shall anything contained in this Agreement be construed as a waiver of any provision of the Colorado Governmental Immunity Act, C.R.S. §24-10-101, et. seq., as amended. It is the express intention of the Town and the Senior Center that any such person or entity, other than the Town and the Senior Center, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.
- k. Execution by Counterparts; Electronic Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The parties approve the use of electronic signatures for execution of this Agreement. All documents must be properly notarized, if applicable. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§24-71.3-101 to -121.
- l. Signature Authority. The individual signing this Agreement on behalf of the Senior Center represents and warrants to the Town that he/she/they have full authority to enter into this Agreement on behalf of the Senior Center and to bind Senior Center to the terms and conditions of this Agreement.

[Remainder of the page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

TOWN OF PARKER, COLORADO

By: _____
Joshua Rivero, Mayor

Date: _____

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Jamie Wynn, Town Attorney

**PARKER SENIOR CENTER, INC.,
a Colorado nonprofit corporation**

By: _____
Rich Foerster, Board President

Date: _____

Exhibit A

Statement of Work

Under this Agreement, the Senior Center may use grant funds to perform one or more of the following urgent facility repair projects at its property located at 10675 Longs Way, Parker, Colorado. The Senior Center shall apply the grant funds provided by the Town to the projects identified below in sequential order. For the avoidance of doubt, the Senior Center shall apply funds towards the Drainage Improvements project first. If any funds are remaining after this project, it may then apply funds to the Interior Concrete Leveling project. If any funds are remaining, then the Senior Center may apply those funds to the Parking Lot Repairs project.

1. **Drainage Improvements:** Installation or repair of exterior drainage systems to address water intrusion or runoff that may be contributing to foundation or floor movement. Work may include grading adjustments or installation of drainage channels or systems to divert water away from the building.
2. **Interior Concrete Leveling (Foundation/Floor Repairs):** Mitigation and repair of interior concrete floors that are experiencing uneven settling or sinking. Work may include leveling techniques to restore safety and functionality to impacted areas of the facility.
3. **Parking Lot Repairs (Surface-Only):** Rehabilitation of the facility's parking lot, including the patching or repair of potholes or degraded asphalt surfaces.

All work shall be performed in accordance with the applicable building codes and permitting requirements and shall be completed by a licensed contractor experienced in structural and foundation repair.

Exhibit B

Procurement Guidelines

The Senior Center shall comply with the following procurement standards for any contractor or vendor retained to perform the Services described in this Agreement:

A. **Minimum Competitive Quotes.**

The Senior Center shall obtain and retain a minimum of three (3) competitive quotes from responsible vendors prior to entering into a contract for the Services. Quotes shall be obtained from vendors who:

- Hold a valid and active business license,
- Maintain appropriate and current liability insurance, and
- Provide satisfactory references demonstrating past performance on similar projects.

The Senior Center shall provide copies of all received quotes to the Town upon request and prior to the submission of any invoice for reimbursement. If three quotes cannot be obtained, the Senior Center must provide written justification for proceeding with fewer, subject to approval by the Town.

B. **Procurement Threshold Alignment.** Procurement actions funded under this Agreement shall generally align with the Town of Parker's procurement thresholds:

Aggregate Contract Amount	Required Process
Under \$5,000	No quotes required. A written agreement may still be necessary.
\$5,000 or more	Minimum of three (3) competitive quotes required.

The aggregate contract amount shall be determined as follows:

- For a contract with renewal terms, the aggregate is based on the initial term only.
- For a multi-year, non-renewable project, the aggregate is based on the total expected cost over the project duration.

C. **Avoidance of Split Procurements.** The Senior Center shall not subdivide contracts or intentionally split procurements to avoid compliance with the above thresholds.

EXHIBIT C
Insurance Requirements

I	Prior to the commencement of any Services, the Senior Center shall forward their certificate of insurance to the Town’s Risk Manager at RiskManagement@parkerco.gov
II	The Certificate Holder must be: Town of Parker, Colorado 20120 E. Mainstreet Parker, Colorado 80138
III	The Town of Parker must be added as an additional insured to general liability and any excess liability policies.
IV	Minimum Insurance Requirements
	Commercial General Liability ▪ Must be on an Occurrence Form. ▪ This policy must not exclude or reduce coverage for mobile equipment, personal injury, property damage, blanket contractual, independent contractor, and death. ▪ Personal injury coverage must have the employee exclusion deleted. ▪ This policy shall contain a Waiver of Subrogation on behalf of the Town of Parker. Commercial General Liability shall have the following minimum coverages: ▪ \$1 million each occurrence ▪ \$2 million general aggregate
V	Additional Terms
	All deductibles or self-insured retentions (“SIRs”) in excess of \$5,000 must be listed on the certificate of insurance.
	The insurance requirements specified by the Town shall remain in effect for the full term of the Agreement and any extension thereof. Updated certificates of insurance shall be sent to the Town as necessary during the term of the Agreement and prior to any extension thereof.
	The Town reserves the right to reject any insurer it deems not financially acceptable on insurance industry resources. Property and liability insurance companies shall be licensed or approved to do business in Colorado and shall have an A.M. Best rating of not less than A-/VIII. Additionally, the Town reserves the right to reject any insurance with relatively large deductibles or SIRs, deemed by the Town to pose too high of a risk based on the size of the Senior Center, financial status or rating of the Senior Center, or based on the size or type of the project and exposure.
	<u>Any deviations below the standards given above must be approved by the Town of Parker’s Risk Manager.</u>
VI	Any subcontractors must meet the same insurance requirements for the Agreement unless the Risk Manager has approved a deviation in writing.



Request for Town Council Action

Date: September 2, 2025

Submitted By: Jamie Wynn, Town Attorney

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 9.132.2 – First Reading**
A Bill for an Ordinance to Approve the Amended and Restated Intergovernmental Agreement by and between the Town of Parker and Compark Business Campus Metropolitan District
Department: Town Attorney, Jamie Wynn
Second Reading: September 15, 2025

EXECUTIVE SUMMARY

The Compark Business Campus Metropolitan District (the District) consists of properties both within the Town of Parker's boundaries and within unincorporated Douglas County. The Service Plan for the District is under the jurisdiction of Douglas County. However, pursuant to an Intergovernmental Agreement ("IGA") with the Town of Parker, any amendments or updates to the Service Plan and/or IGA, must be compliant with the Town's model service plan. The Amended and Restated IGA coming before Council includes certain updates, as well as a reference to and potential adoption of a "Service Plan" specific to the Town of Parker and in compliance with the Town's model service plan.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The District operates under a Service Plan adopted and approved by Douglas County since the District is not entirely within the Town of Parker's boundaries and was in existence prior to the annexation of certain portions of the District into the Town. In 2007, the District entered into an IGA with the Town that included a provision stating that the District would not seek an amendment or modification to the Service Plan unless that amendment or modification incorporated the provisions of the Town's IGA with the District or to comply with the Town's Municipal Code and model service plan.

The District is seeking an amendment to the Service Plan from Douglas County to increase the debit limit and to allow the District to form subdistricts. In order to comply with the Town's requirements, as well, the District is seeking to amend the IGA and incorporate a "Town Service Plan" that is consistent with the Town's model service plan and, that while not an enforceable standalone service plan, the District will be required to comply with through an approved IGA. The County's Service Plan would remain the legally controlling Service Plan, but the Town

Service Plan would be in effect only for the properties located within the Town pursuant to the provisions of the IGA.

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)

ATTACHMENTS

1. Ordinance No. 9.132.2

RECOMMENDED MOTION

I move to approve Ordinance No. 9.132.2 on first reading and to schedule second reading for September 15, 2025, as part of the consent agenda.

ORDINANCE NO. 9.132.2, Series of 2025

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE TOWN OF PARKER AND COMPARK BUSINESS CAMPUS 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 Amended and Restated Intergovernmental Agreement by and between the Town of Parker and Compark Business Campus 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. Effective Date. This Ordinance shall become effective ten (10) days after final publication.

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2025.

Joshua Rivero, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2025.

Joshua Rivero, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Jamie Wynn, Town Attorney

EXHIBIT 1

AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT

THIS AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made and entered into as of the _ day of ___, 2025, by and between the **TOWN OF PARKER**, a home rule municipal corporation of the State of Colorado (the “Town”) and the **COMPARK BUSINESS CAMPUS 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, formerly known as the E-470 Business Metropolitan District, was organized to provide certain improvements and exercise certain powers as are more specifically set forth in the District's Service Plan approved by Douglas County on February 24, 1998, by County Resolution No. R-998-029, as amended (the “County Service Plan”); and

WHEREAS, the District's boundaries include the property shown on **Exhibit A**, attached hereto and incorporated by reference (the “District Area” or “District Boundaries”); and

WHEREAS, at the time of organization and approval of the County Service Plan, all of the property within the District’s boundaries was located in unincorporated Douglas County; and

WHEREAS, since 1998, certain properties within the District Area have been annexed into the Town (the “Town Property”) and certain properties remain within unincorporated Douglas County; and

WHEREAS, also since 1998, in accordance with the County Service Plan and intergovernmental agreements with the Town, the District has constructed, installed, financed, operated and maintained public improvements in the Town and in the County, including those listed in **Exhibit B**, attached hereto and incorporated by reference; and

WHEREAS, the County Service Plan includes a description of all area that shall be referred to herein as the "Potential Service Area," the existing portion of which is identified in **Exhibit C**, attached hereto and incorporated by reference; and

WHEREAS, the County Service Plan allowed the District to provide facilities and services and/or include the area in the Potential Service Area into the boundaries of the District without further review by the County; the extension of water and sewer service into this Potential Service Area is also a possibility under the District's “Amended and Restated Regional Water and Wastewater Service Agreement” dated October 10, 2016 with Stonegate Village Metropolitan District (the “Water and Wastewater Service Agreement”); and

WHEREAS, in connection with the annexation and development of the Town Property, it has been proposed that the District be utilized to construct, install, finance, operate and maintain certain

public improvements and that the District convey to the Town certain lands and/or interests in land and improvements for open space and trails, for maintenance of stormwater drainage facilities and other purposes; and

WHEREAS, the Town and the District acknowledge that the Town's relationship to the District is unique because: (1) the District has existed since 1998 and has issued outstanding debt that has created contract obligations that this Agreement shall not impair; (2) the District has financed, constructed, acquired, owned, operated and maintained public improvements for many years; (3) the Town has annexed only a portion of the territory within the District and may or may not in the future annex any additional territory that is within the District; and (4) there is a need for uniformity of appearance and standards for design, quality and maintenance of public improvements within the District including areas located both within and outside of the Town limits; and therefore not all of the Town's special district policies can or should be applied to the unique circumstances of the District; and

WHEREAS, because all of the property has not been annexed into the Town limits, the Town does not have statutory jurisdiction over the District, nor may jurisdiction be transferred from Douglas County to the Town under § 32-1-204.7, C.R.S.; and

WHEREAS, notwithstanding the foregoing, and the powers and authorities otherwise available to the District under its County Service Plan, the Parties desire that the District be subject to the additional limitations set forth in this Agreement; and

WHEREAS, the Parties desire to enter into this Agreement to set forth their agreement concerning certain matters relating to the District's activities related to the Town Property, and to clarify and limit the powers of the District as they relate to the Potential Service Area; and

WHEREAS, the Parties previously entered into the Intergovernmental Agreement, dated February 5, 2007, as recorded in Douglas County on March 1, 2007, at Reception No. 2007017802 (the "Original IGA"), and the Parties now desire to amend and restate the Original IGA in its entirety with this Agreement; and

WHEREAS, the Town and District have determined that this Agreement will prevent or reduce duplication and/or overlap of services and that it to be in the best interests of their respective taxpayers, residents and property owners to enter into this Agreement.

COVENANTS

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, **it** is agreed as follows:

1. Incorporation of Recitals. The foregoing recitals are incorporated into this Agreement and made a part hereof.

2. Limitation on Powers Respecting the Town Property. The District agrees that the limitations on District powers set forth in this Agreement shall be limits upon the District that are enforceable by the Town notwithstanding any greater or other powers or authorities that may be authorized to the District under the County Service Plan. As respects the Town Property, the

District may exercise those powers of a metropolitan district set forth in the Special District Act and other law, and those powers set forth in its Service Plan, only in a manner consistent with the provisions of this Agreement. To the extent permitted by law, the District hereby waives the provisions of § 32-1-207(3)(b), C.R.S. as it may be applied to any undertaking within the Town boundary or affecting the Property, and agrees it will not seek to assert or rely on such provisions as a bar to the enforcement by the Town of any provision of this Agreement unless waived by the Town as evidenced by a resolution of the Town Council. The District agrees that as it respects to the Town Property, the District shall be subject to the terms set forth in the Town's current model service plan, as set forth in **Exhibit D**, attached hereto and incorporated by reference (the "Parker Service Plan").

3. Amendment or Modification of Service Plan; Certain Town Approvals.

A. *Limitations on Amendments.* The Parties acknowledge that on June 25, 2025, the District submitted a proposed First Amendment to Service Plan ("First Amendment") to the County for the purpose of increasing the District's total debt authorization and to expressly allow for the District to organize a subdistrict as authorized by § 32-1-1101(f), C.R.S. Notwithstanding anything contained in the Original IGA or this Agreement, the Town is agreeable to the District obtaining approval of the First Amendment without requiring the County to approve an Amended and Restated Service Plan in conformance with the Town model. After the effective date of this Agreement, the District shall not amend or modify the County Service Plan in any manner affecting any portion of the Town Property unless such amendment or modification: (a) is to incorporate the provisions of this Agreement; or (b) is to obtain approval of an Amended and Restated Service Plan in order to conform the Service Plan to all or part of the Town's special district requirements set forth in Chapter 10.11 of the Town Code and to the Town's model metropolitan district service plan as amended from time to time. The District agrees that the foregoing restriction shall apply irrespective of whether the proposed amendment or modification affects or relates to unincorporated areas in addition to any portion of the Town Property. Nothing in this Agreement shall be construed to limit or impair the Town's rights under state law or Town ordinances respecting the amendment or modification of the District's Parker Service Plan.

B. *Potential Service Area.* Concerning the Potential Service Area, the Town and the District agree:

i. that the District will not include any area of the Potential Service Area into the territorial boundaries of the District without the prior approval of Town Council as evidenced by a Town Council resolution;

ii. that the District may furnish water and/or sewer facilities and services within the Potential Service Area under the terms set forth in the existing Water and Wastewater Service Agreement;

ii. that the District will not oppose the provision of water and/or sewer facilities and services by another special district pursuant to Section 32-1-207, C.R.S. within all or part of the Potential Service Area if the owner(s) of such whole or part agrees, in writing, to the provision of water and/or sewer facilities and services by a special district other than the District;

iv. that in the event any provision of this Agreement impairs any current contract of the District that involves territory within the Potential Service Area (including the Water and Wastewater Service Agreement; or any tap purchase agreement), then this Agreement shall be deemed to be amended to the extent necessary to avoid such impairment; and

v. that the District shall submit to the Town for review and approval any proposed agreement, and any proposed amendment to any existing agreement, concerning the provision of any proposed facilities, services or activities of the District within the Potential Service Area.

C. *Stonegate Contract.* Nothing herein shall impair the rights and obligations under the Amended and Restated Regional Water and Wastewater Service Agreement between the District and the Stonegate Village Metropolitan District dated October 10, 2016, as the same has, or may, be amended.

4. Transfer of Jurisdiction. No later than sixty (60) days after the date that all of the District Area is incorporated into the Town, the District shall submit a petition to the Town Council of the Town requesting the Town accept a designation as the approving authority for the District pursuant to § 32-1-204.7, C.R.S. The District will cooperate fully with the Town in taking all steps necessary under then applicable law to effect such transfer of approving authority powers and authorities to the Town (including, without limitation executing the District's petition pursuant to § 32-1-204.7, C.R.S. and executing such other documents as the Town or Douglas County may request to confirm such transfer to the Town).

5. Trail Easements and Improvements. The proposed development of the Town Property includes certain existing and proposed on- and off-site public trails and trail improvements (the "Trails Facilities"). The District agrees that all Trails Facilities constructed shall be designed and constructed according to all Approved Development Plan and other applicable Town standards and, if required by the Town, an improvements agreement. A Deed of Conservation Easement in Gross, recorded on March 2, 2007 in Douglas County at Reception No. 2007018431 (the "Conservation Deed") has been conveyed to the Town grants a perpetual and irrevocable easement of public access and use of the Trails. The District shall at its expense operate and maintain all Trails Facilities, and the Deed of Conservation Easement in Gross conveyed to the Town, as grantee, grants a perpetual and irrevocable easement for the Town to maintain the Trails Facilities at the District's expense if the District fails to maintain such Facilities. The Town will own the Trails Facilities upon completion of construction and acceptance thereof by the Town.

6. Stormwater Easements and Facilities. The Town Property includes certain existing and proposed stormwater drainage facilities and improvements (the "Stormwater Improvements"). The District agrees that all Stormwater Improvements constructed on the Town Property by the District shall be designed and constructed according to Town standards. The Conservation Deed conveyed to the Town, as grantee, grants a perpetual and irrevocable easement for maintenance and other activities for the Stormwater Improvements. The District shall also convey or cause to be conveyed to Town upon Town request and at no expense to the Town, all drainage easements that the Town may require in connection with the Public Improvements. The District shall at its expense own, operate and maintain all Stormwater Improvements within the Town Property, subject to the Town's rights to undertake maintenance at the District's expense as set forth in the Conservation Deed.

7. Cooperation; Additional Agreements.

A. The Parties agree that they will cooperate in good faith with each other to accomplish the terms, conditions, and provisions of the Agreement, and will execute such additional documents as necessary to effectuate the same including without limitation, the signing of petitions and execution of consents necessary to effect the transfer of approving authority to the Town as provided in Section 4, above.

B. It is anticipated that additional portions of the District Area may be annexed to the Town in the future. The District and Town agree that they will cooperate in good faith with each other to execute either an amendment to this Agreement or an additional intergovernmental agreement to apply the terms hereof to such future annexed property. It is acknowledged that the Town may require such an amendment hereto or additional intergovernmental agreement prior to the effectiveness of any annexation of additional portions of the District Area.

8. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law 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:	Compark Business Campus Metropolitan District c/o Public Alliance, LLC 405 Urban St Lakewood, CO 80228
------------------	---

With a Copy to:	WBA Local Government Law Attn: Kristin J. Bowers, Esq. 2154 E. Commons Ave., Suite 2000 Centennial, CO 80122 Phone: (303) 858-1800
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To the Town:	Town of Parker Attn: Town Attorney 20120 E. Mainstreet Parker, CO 80138-7334 Phone: (303) 841-0353 Fax: (303) 840-9792
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All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with Federal Express or other nationally recognized overnight air courier service or three (3) business days after deposit in the United States mail. By giving the other party hereto at least ten (10) days written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

9. Miscellaneous.

A. Effective Date. This Agreement shall be in full force and effect and be legally binding upon the Parties as of the date of when the Agreement has been finally approved by and executed on behalf of each of the governing bodies of the Parties.

B. Non-assignability. No signatory to this Agreement may assign filly interest or obligation herein to filly person without the consent of the Parties, and the terms of this Agreement shall inure to the benefit of and be binding upon the respective representatives and successors of each signatory hereto.

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

D. Severability. If any section, subsection, paragraph, clause, phrase or other provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, subsection, paragraph, clause, phrase or other provision shall not affect any of the remaining provisions of this Agreement. Further, in the event of any such holding of invalidity or unenforceability (as to any or all signatories hereto), the signatories agree to take such action(s) as may be necessary to achieve to the greatest degree possible the intent of the affected section, subsection, paragraph, clause, phrase or other provision of this Agreement.

E. Execution of Documents. This Agreement may be executed in any number of counterparts, each of which shall be regarded for all purposes as one original. The District and the Town agree that they will execute any and all instruments, documents, and resolutions or ordinances necessary to give effect to the terms of this Agreement.

F. Waiver. No waiver by any 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. (1) In the event of a breach or default of this Agreement by the District, the Town shall be entitled to exercise all remedies available at law or in equity, and shall be entitled to pursue suits for mandamus, specific performance, injunctive or other appropriate relief, including damages. All remedies of the Town shall be cumulative. (2) In the event of a breach or default of this Agreement by the Town, the District's solely and exclusive remedy shall be an action for injunctive relief to require cure of such breach or default, and the District hereby waives the remedy of damages of any form or type whatsoever.

H. Collateral Attacks. The signatories hereto each agree that they shall not directly or indirectly seek any modification or rescission of this Agreement through court action, or file any action contesting the validity of any provisions of tins Agreement.

I. 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.

J. Inurement; Recording. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. An original of this Agreement executed by all Parties shall be recorded in the Office of the Douglas

County Clerk and Recorder.

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

L. 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.

M. 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 constitutes the entire agreement between the Parties concerning the subject matter hereof.

IN WITNESS WHEREOF, this Agreement is executed by the District and Town as of the dates set forth adjacent to their signatures below.

[Signatures on Following Pages]

TOWN OF PARKER, COLORADO

ATTEST:

Town Clerk

Date: _____

APPROVED AS TO FORM:

James Maloney, Town Attorney

**COMPARK BUSINESS CAMPUS METROPOLITAN
DISTRICT**, a quasi-municipal corporation and political
subdivision of the State of Colorado

By: _____

Date: _____

ATTEST:

EXHIBITS

EXHIBIT A MAP OF DISTRICT

EXHIBIT B LIST OF PUBLIC IMPROVEMENTS

EXHIBIT C POTENTIAL SERVICE AREA

EXHIBIT D PARKER SERVICE PLAN

Compark Business Campus Metro District

Real Property

 Parcel

Public Land Survey System

 Township

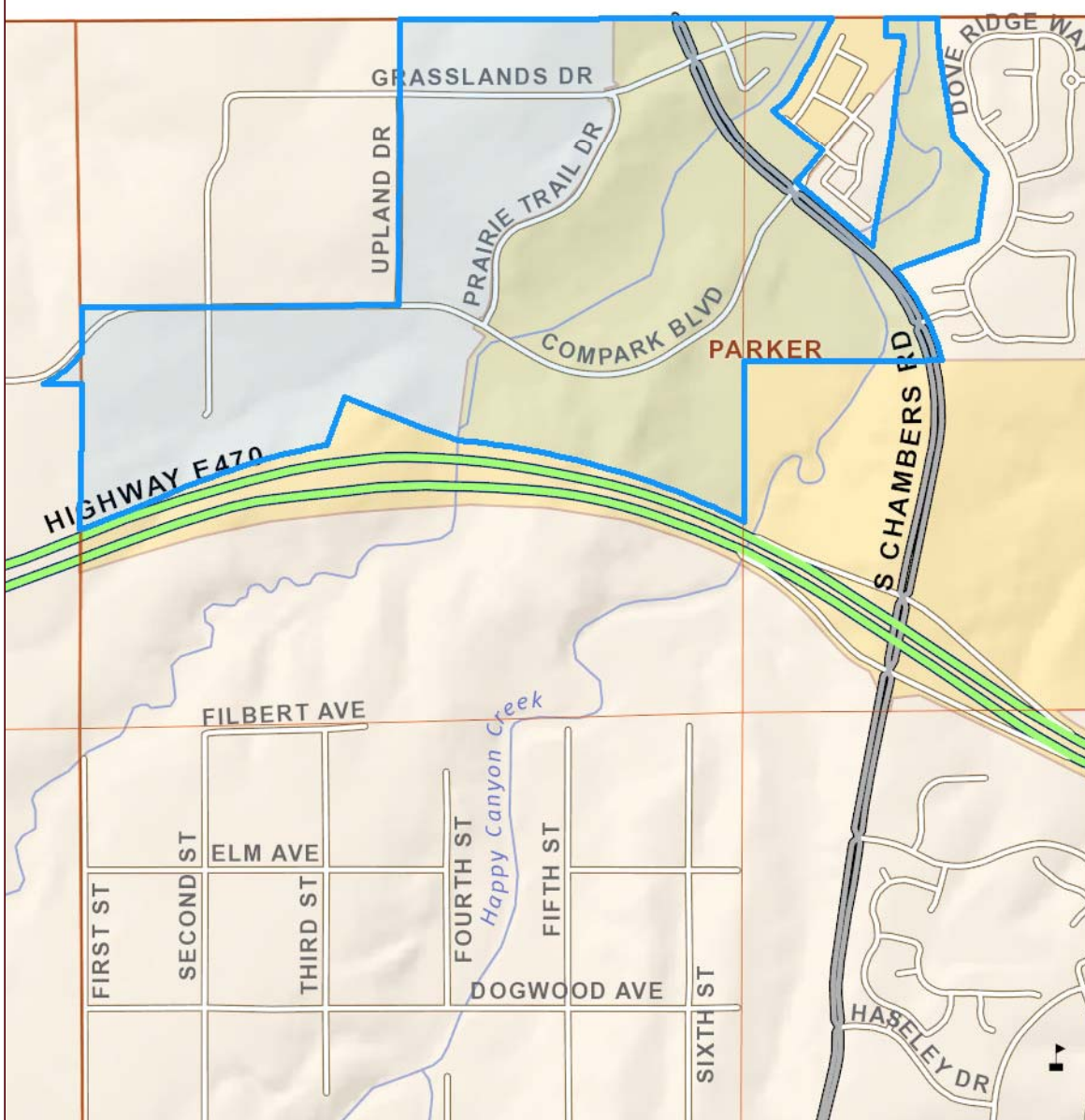
 Section

General Features

 School

 Private Road

 Railroad



DISCLAIMER:

All data and information ("Products") contained herein are for informational purposes only. Although such Products are believed to be accurate at the time of printing, Douglas County does not warrant that such Products are error free. Douglas County provides these Products on an "as is" basis without warranties of any kind, either express or implied, including, but not limited to, warranties of title or implied warranties of merchantability or fitness for a particular purpose. Douglas County shall not be liable for any direct, indirect, incidental, special or consequential damages arising out of the use of such Products, or the inability to use such Products or out of any breach of any warranty. The user acknowledges and agrees that the use of such Products is at the sole risk of the user. General questions about this or any other Douglas County GIS products, including errors, omissions, corrections and/or updates should be directed to the Douglas County GIS Division at (303) 660-7416.

Douglas County GIS Division
Philip S. Miller Bldg., 100 Third St.
Castle Rock, Colorado 80104



0 0.15 0.3
Miles

EXHIBIT B

LIST OF PUBLIC IMPROVEMENTS

Roadway
Drainage
Utilities
Grading and Erosion Control
Landscaping
Irrigation
Open Space
Parks
Trails
Median and Streetscape

EXHIBIT C



**SERVICE PLAN
FOR
COMPARK BUSINESS CAMPUS METROPOLITAN DISTRICT
TOWN OF PARKER, COLORADO**

Prepared

by



2154 E. Commons Avenue, Suite 2000
Centennial, CO 80122

Approved _____, 2025

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LIST OF EXHIBITS

EXHIBIT A	Current District Boundary Map
EXHIBIT B	Potential Service Area Map

I. INTRODUCTION

A. **Background.** The Service Plan for Compark Business Campus Metropolitan District (f/k/a E-470 Business Metropolitan District) (the “**District**”) was approved by the Douglas County Board of County Commissioners on February 24, 1998 (the “**Original Service Plan**”). Subsequent to approval of the Original Service Plan, some, but not all, of the property within the District’s boundaries have been annexed into the Town of Parker (the “**Town**”). Pursuant to Section 32-1-204.7, C.R.S., all powers and authorities vested in the Douglas County Board of County Commissioners as the approving authority for the District may only be transferred to the Town if the property within the District becomes wholly contained within the Town. Notwithstanding that the Town does not have approving authority over the District under Section 32-1-101, *et seq.*, C.R.S., the District and the Town entered into an Intergovernmental Agreement dated February 5, 2007 (the “**Original IGA**”), pursuant to which the District agreed to additional limitations imposed by the Town, notwithstanding the powers and authority available to it under the Original Service Plan. Specifically, in the Original IGA, the District agreed that it shall not amend or modify the Original Service Plan unless such amendment or modification is (1) to incorporate the provisions of the Original IGA into the Original Service Plan, or (2) to obtain approval of an amended and restated service plan in order to conform the Original Service Plan to the all or part of the Town’s special district requirements set forth in Chapter 10.11 of the Town Code and to the Town’s model metropolitan district service plan. On June 25, 2025, the District submitted a proposed First Amendment to Service Plan (“**First Amendment**”) to Douglas County for the primary purpose of increasing the District’s debt authorization and to expressly allow for the District to organize a subdistrict. Douglas County has its own model service plan and instructed the District to submit a First Amendment rather than submitting an amended and restated service plan using the Town’s model. Prior to submitting the proposed First Amendment, the District consulted with the Town on how to best implement the provisions and intent of the Original IGA. As a result, the Town and the District agreed to amend and restate the Original IGA pursuant to which the District agrees to be contractually bound by the terms of this Service Plan (the “**Intergovernmental Agreement**”). This Service Plan shall only apply to the property within the District’s boundaries that have been annexed, or may be annexed in the future, into the Town.

B. **Purpose and Intent.** The District is an independent unit of local government, separate and distinct from the Town, and, except as may otherwise be provided for by State or local law, or this Service Plan, its activities are subject to review by the Town only insofar as they may deviate in a material 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.

C. **Need for the District.** There are currently no other governmental entities, including the Town, located in the immediate vicinity of the District that consider it desirable, feasible or practical to undertake the planning, design, acquisition, construction, installation, relocation,

redevelopment, and financing of the Public Improvements needed for the Project. 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.

D. Objective of the Town Regarding District's Service Plan. The Town's objective in approving the Service Plan for the District is to authorize the District to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment and financing of the Public Improvements from the proceeds of Debt to be issued by the District. All Debt is expected to be repaid by limited taxes and Development Fees imposed and collected for no longer than the Maximum Debt Mill Levy Imposition Term for residential properties and at a tax mill levy no higher than the Maximum Debt Mill Levy, for commercial and residential properties, and the District shall be authorized to finance the Public Improvements that can be funded from these sources of repayment. Debt which is issued within these parameters 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.

Current District Boundary Map: means the map attached hereto as **Exhibit A**, describing the District's boundaries.

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 Compark Business Campus Metropolitan District.

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

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.

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 mill levy the District may impose 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.

Potential Service Area Boundaries: means the boundaries of the area described in the Potential Area Boundary Map, if any.

Potential Service Area Boundary Map: means the map attached hereto as **Exhibit B**, describing the property proposed for inclusion within the District after organization, if any.

Project: means the development or property commonly referred to as Compark Business Campus.

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 Current District 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 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 Current District Boundaries includes approximately 325 acres. A map of the Current District Boundaries is attached hereto as **Exhibit A**. 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 325 acres of commercial and residential land. The District's 2024 Assessed Valuation is \$90,867,030 and, at build out, is expected to be sufficient to reasonably discharge the Debt issued by the District. The residential population of the District at build-out is estimated to be approximately 100 persons. The non-residential density of the District at build-out is estimated to be approximately 249,000 square feet.

Approval of this Service Plan by the Town does not imply approval of the development of a specific area within the District, nor does it imply approval of the number of residential units or the total site/floor area of commercial or industrial buildings which may be identified in this Service Plan or any of the exhibits attached thereto. The permitted level of 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 \$68,500,000 total aggregate principal amount, provided that such limitation shall not be applicable to refunding Bonds issued by the District to refund outstanding Debt. 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%.

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.

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.

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.

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. 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 \$58,033,937. 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.

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 \$68,500,000 in aggregate principal amount. Debt is permitted to be issued on a schedule and in such year or years as the District determines shall meet the needs of the development, subject to compliance with this Service Plan.

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 57.000 mills, as adjusted, less the number of mills necessary to pay unlimited mill levy Debt described in Section VI.C.2 below, subject to the Mill Levy Adjustment. As of the date of this Service Plan, the Mill Levy Adjustment allows for a Maximum Debt Mill Levy of 57.000 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 date of this Service Plan 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 an operations and maintenance mill levy 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. The Maximum Debt Mill Levy shall not apply to the Operations and Maintenance Mill Levy for the provision of operation and maintenance services.

According to the District's 2025 budget, the estimated cost of engineering services, legal services and administrative services, together with the estimated costs of the District's operations, are anticipated to be \$465,000 for 2025. 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. [Intentionally Deleted.]

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.

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, 2008. 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. The District intends on organizing a subdistrict on the property within the District, *but excluding residential property*, following approval of this Service Plan for the purpose of financing the costs of Public Improvements. Approval of this Service Plan shall constitute notice and approval of the subdistrict in Section 32-1-1101(1)(f)(I), C.R.S.

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 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.

X. INTERGOVERNMENTAL AGREEMENTS

The Amended and Restated Intergovernmental Agreement approved simultaneous with the approval of this Service Plan shall constitute the intergovernmental agreement required by Town Code Section 10.11.140(a), relating to the limitations imposed on the District's activities.

The District has been in existence since 1998 and has entered into certain intergovernmental agreements. Any intergovernmental agreement proposed after the date of approval of this Service Plan 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

Current District Boundary Map

Compark Business Campus Metro District

Real Property

 Parcel

Public Land Survey System

 Township

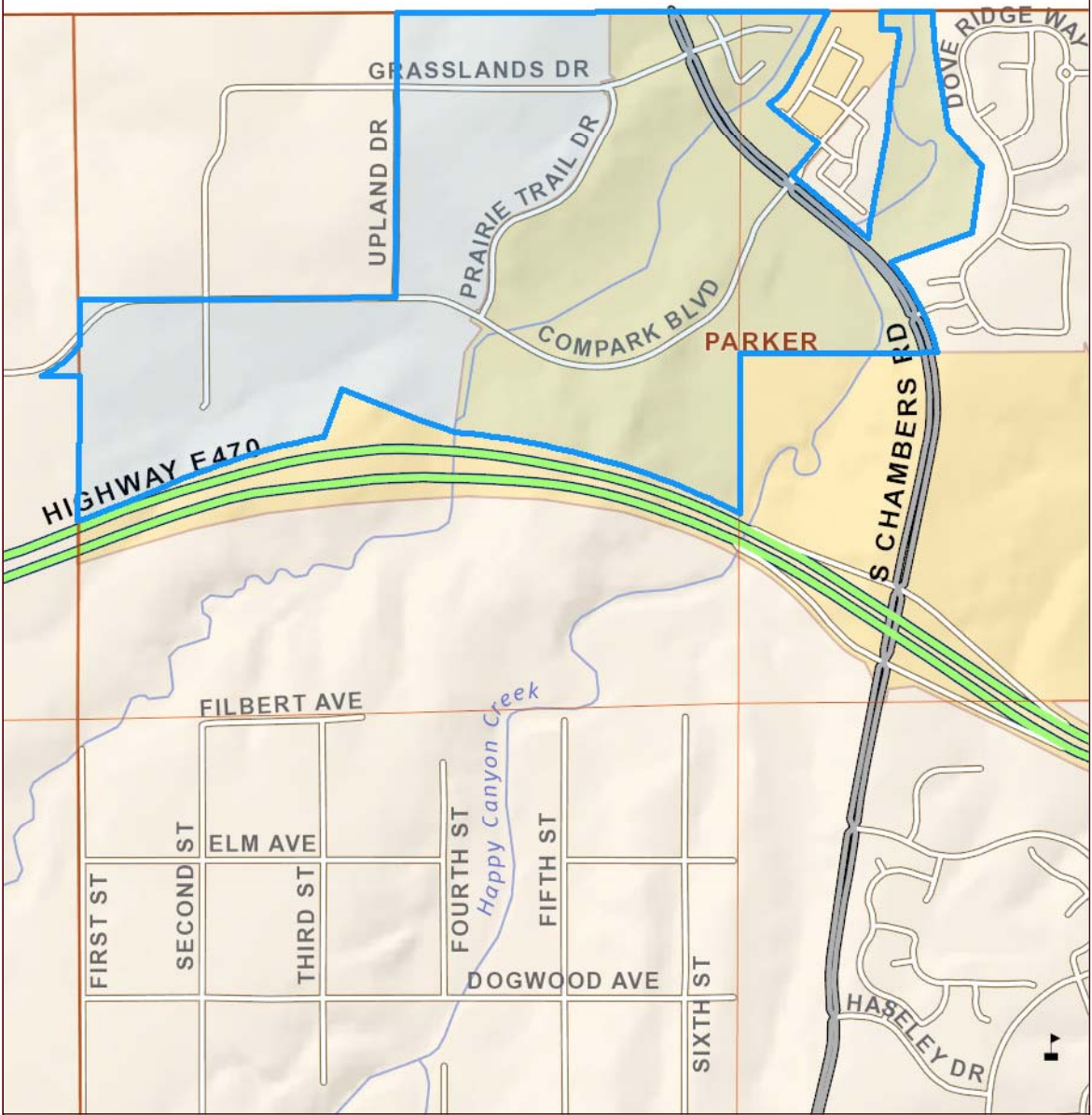
 Section

General Features

 School

 Private Road

 Railroad



DISCLAIMER:

All data and information ("Products") contained herein are for informational purposes only. Although such Products are believed to be accurate at the time of printing, Douglas County does not warrant that such Products are error free. Douglas County provides these Products on an "as is" basis without warranties of any kind, either express or implied, including, but not limited to, warranties of title or implied warranties of merchantability or fitness for a particular purpose. Douglas County shall not be liable for any direct, indirect, incidental, special or consequential damages arising out of the use of such Products, or the inability to use such Products or out of any breach of any warranty. The user acknowledges and agrees that the use of such Products is at the sole risk of the user. General questions about this or any other Douglas County GIS products, including errors, omissions, corrections and/or updates should be directed to the Douglas County GIS Division at (303) 660-7416.

Douglas County GIS Division
Philip S. Miller Bldg., 100 Third St.
Castle Rock, Colorado 80104



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Miles

EXHIBIT B

Potential Service Area Map

EXHIBIT C





Request for Town Council Action

Date: September 2, 2025
Submitted By: Jamie Wynn, Town Attorney
Reviewed By: Michelle Kivela, Town Manager
Title: **CHERRY CREEK SOUTH METROPOLITAN DISTRICTS Nos. 4-11**
Department: Town Attorney, Jamie Wynn
Second Reading: September 15, 2025

EXECUTIVE SUMMARY

The Cherry Creek South Metropolitan Districts Nos. 4-11 (the "Districts") have requested amendments to each of their service plans that, in part, would allow each of the Districts to impose mill levies for the operation and maintenance expenses and to expand their powers to include providing solid waste disposal services, security, and covenant enforcement and to eliminate the requirement for a homeowners association (HOA) for each of the Districts. These requested amendments do not comply with the Town's Municipal Code or the Town's Model Service Plan.

In addition to the requests to expand the powers available to the Districts, there are also some requested amendments that are in compliance with or contemplated by the Town's current model service plan, including the potential for the creation of special improvement districts.

STAFF RECOMMENDATION

Other

BACKGROUND/DISCUSSION

The Districts were organized in November 2004, pursuant to a Consolidated Service Plan (with Cherry Creek South Metropolitan District Nos. 2 and 3), approved by the Town in September 2004 ("Original Service Plan"). The Districts did not achieve projected development revenue assumptions as were set forth in the Original Service Plan. Consequently, under the Town's Municipal Code ("Code"), the Districts required a service plan amendment which occurred in 2020 ("Service Plan").

The Districts have requested amendments to each of their service plans that, in part, would allow each of the Districts to impose mill levies for the operation and maintenance expenses and to expand their powers to include providing solid waste disposal services, security, and covenant enforcement and to eliminate the requirement for a homeowners association (HOA) for each of the Districts. These requested amendments are not consistent with the Town's Code or the Town's Model Service Plan and would require a waiver of the provisions of the Town's Code.

In order for the Town Council to approve a waiver, the Code requires that there are no other options available under the Land Development Ordinance ("LDO") to achieve the same results,

and that the Town Council, by resolution, specifically find that (a) "the need for the requested waiver is not a self-created hardship" and (b) "the waiver does not impact the intent and purposes of [the] LDO." In addition to the requests to expand the powers available to the Districts, there are requested amendments that are in compliance with or contemplated by the Town's current model service plan, including the potential for the creation of special improvement districts.

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)

ATTACHMENTS

1. Ordinance No. 9.309.2
2. Ordinance No. 9.310.1
3. Ordinance No. 9.311.1
4. Ordinance No. 9.312.1
5. Ordinance No. 9.313.1
6. Ordinance No. 9.314.1
7. Ordinance No. 9.315.1
8. Ordinance No. 9.316.1

RECOMMENDED MOTION

I move to introduce Ordinance Nos. 9.309.2, 9.310.1, 9.311.1, 9.312.1, 9.313.1, 9.314.1, 9.315.1, and 9.316.1 on first reading as part of the consent agenda and schedule the second reading of each listed ordinance for the September 15, 2025, regular meeting.

ORDINANCE NO. 3.309.2, Series of 2025

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE SECOND AMENDMENT TO AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF PARKER, COLORADO, AND CHERRY CREEK SOUTH METROPOLITAN DISTRICT NO. 4

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

Section 1. The Town Council of the Town of Parker hereby approves the Second Amendment to Amended and Restated Intergovernmental Agreement between the Town of Parker and Cherry Creek South Metropolitan District No. 4, which is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

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

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

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

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2025.

Joshua Rivero, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2025.

Joshua Rivero, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Jamie Wynn, Town Attorney

EXHIBIT 1

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

THIS AGREEMENT (the “Agreement”) is made and entered into as of this 15th day of September, 2025, by and between the TOWN OF PARKER, a home rule municipal corporation of the State of Colorado (the “Town”), and the CHERRY CREEK SOUTH METROPOLITAN DISTRICT NO. 4, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”). The Town and the District are collectively referred to as the Parties.

WITNESSETH:

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

WHEREAS, the District was organized to provide those services and to exercise powers as are more specifically set forth in the District’s Second Amendment to Amended and Restated Service Plan approved by the Town on September 15, 2025 (the “Service Plan”); and

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

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

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

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

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

enable it to impose the Infrastructure Capital Mill Levy and to issue debt repayable, in whole or in part, from the Infrastructure Capital Mill Levy; and

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

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

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

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

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

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

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

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

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

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

3. Operation and Maintenance Mill Levy. The District agrees to impose a property tax of up to 10 mills which shall be retained and used by the District for the ongoing administrative

and operating expenses of the District and for the maintenance of certain of the Regional Infrastructure, as set forth on Exhibit C to this Agreement.

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

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

5. Operation and Maintenance of the Public Improvements. The District shall dedicate the Public Improvements to the Town or other appropriate jurisdiction or owners association in a manner consistent with the final approved plat, other rules and regulations of the Town, and applicable provisions of the Town Code, all as directed by the Town. The District shall be authorized, but not obligated, to own, operate and maintain Public Improvements not otherwise required to be dedicated to the Town or other appropriate jurisdiction or owners association, including, but not limited to street improvements (including roads, curbs, gutters, culverts, sidewalks, bridges, parking facilities, paving, lighting, grading, landscaping, and other street improvements), traffic and safety controls, retaining walls, park and recreation improvements and facilities, trails, open space, landscaping, drainage improvements (including detention and retention ponds, trickle channels, and other drainage facilities), irrigation system improvements (including wells, pumps, storage facilities, and distribution facilities), and all

necessary equipment and appurtenances incident thereto. Any Fee imposed by the District for access to such park and recreation improvements shall not result in Non-District Town residents paying a user fee that is greater than, or otherwise disproportionate to, similar fees and taxes paid by residents of the District. However, the District shall be entitled to impose an administrative Fee as necessary to cover additional expenses associated with Non-District Town residents to ensure that such costs are not the responsibility of the District's residents. All such Fees shall be based upon the District's determination that such Fees do not exceed reasonable annual market fees for users of such facilities. Notwithstanding the foregoing, all parks and trails owned by the District shall be open to the general public and Non-District Town residents, subject to the rules and regulations of the District as adopted from time to time. Trails which are interconnected with a Town or regional trail system shall be open to the public free of charge and on the same basis as residents and owners of taxable property within the District.

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

7. Television Relay and Translation; Mosquito Control and Other Limitations. Unless specifically provided for in this Agreement or separate agreement with the Town, the District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate, maintain or provide: (a) any television relay and translation facilities and services, other than for the installation of conduit as a part of a street construction project; (b) any mosquito control facilities and services; and (c) any transportation facilities and 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. 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. The District, together with Cherry Creek South Metropolitan District Nos. 5 and 6, shall not issue Debt in excess of \$170,343,750 in total aggregate principal amount, provided that such limitation shall not be applicable to refunding Bonds issued by the District to refund outstanding Debt. Such limitation shall not apply to the District's pledge of its property tax or specific ownership tax revenues derived from its mill levies to one of the other Districts (as defined in the Service Plan).

12. Fee Limitation. The District may impose and collect Fees as a source of revenue for repayment of debt, capital costs, and/or for operations and maintenance. No Fee related to the funding of costs of a capital nature shall be authorized to be imposed upon or collected from taxable property owned or occupied by an End User which has the effect, intentional or otherwise, of creating a capital cost payment obligation in any year on any taxable property owned or occupied by an End User. Notwithstanding any of the foregoing, the restrictions in this definition shall not apply to any Fee imposed upon or collected from taxable property for the purpose of funding operation and maintenance costs of the District.

13. 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 the Service Plan.

14. 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.

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

16. Service Plan Amendment Requirement. Any action of the District which violates the limitations set forth in Sections V.A.1-15 or VI.B-H of the Service Plan, or which constitutes a material modification under Parker Municipal Code section 10.11.060, shall be deemed to be a material modification to the Service Plan and the Town shall be entitled to all remedies available under State and local law to enjoin any such action(s) of the District. The Town may also seek damages for breach of this Agreement arising from violations by the District of any provision of the Service Plan.

17. 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.

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

19. 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:	WBA, PC
	Attn: Kristin J. Bowers, Esq.
	2154 E. Commons Ave., Suite 2000
	Centennial, CO 80122
	Phone: (303) 858-1800
	E-mail: kbowers@wbapc.com

To the Town: Town of Parker
20120 E. Mainstreet
Parker, CO 80138-7334
Attn: Jamie Wynn, Town Attorney
cc: Chris Fiandaca, Finance Director
Phone: (303) 841-0353
Fax: (303) 840-9792

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

20. Miscellaneous.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TOWN OF PARKER, COLORADO

Joshua Rivero, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

Jamie Wynn, Town Attorney

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

By: _____
Sarah Hunsche, President

ATTEST:

Kim Jensen, Secretary

EXHIBIT A

Utilization of Infrastructure Capital Mill Levy

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

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

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

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

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

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

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

EXHIBIT B

Utilization of Town Capital and Maintenance Mill Levy

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

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

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

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

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

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

EXHIBIT C

Utilization of Operation and Maintenance Mill Levy

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

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

- Drainage Improvements (including detention and storm improvements)
- Street Improvements (including roads, curbs, gutters, culverts, sidewalks, bridges, parking facilities, paving, lighting, grading, landscaping, and other street improvements)
- Traffic and Safety Controls
- Open Space and Trails
- Landscaping
- Parks and Recreation Improvements and Facilities, including club houses, recreation centers, and swimming pools
- Retaining Walls
- Irrigation Systems
- Streetscape associated with the improvement of Chambers Road
- Streetscape, including the treelawn and median, located adjacent to Lot 1/Community Park Tract, as described in the final plan for Tanterra Filing No. 1

ORDINANCE NO. 3.310.1, Series of 2025

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE FIRST AMENDMENT TO AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF PARKER, COLORADO, AND CHERRY CREEK SOUTH METROPOLITAN DISTRICT NO. 5

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

Section 1. The Town Council of the Town of Parker hereby approves the First Amendment to Amended and Restated Intergovernmental Agreement between the Town of Parker and Cherry Creek South Metropolitan District No. 5, which is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

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

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

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

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2025.

Joshua Rivero, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2025.

Joshua Rivero, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Jamie Wynn, Town Attorney

EXHIBIT 1

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

THIS AGREEMENT (the “Agreement”) is made and entered into as of this 15th day of September, 2025, by and between the TOWN OF PARKER, a home rule municipal corporation of the State of Colorado (the “Town”), and the CHERRY CREEK SOUTH METROPOLITAN DISTRICT NO. 5, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”). The Town and the District are collectively referred to as the Parties.

WITNESSETH:

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

WHEREAS, the District was organized to provide those services and to exercise powers as are more specifically set forth in the District’s First Amendment to Amended and Restated Service Plan approved by the Town on September 15, 2025 (the “Service Plan”); and

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

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

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

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

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

enable it to impose the Infrastructure Capital Mill Levy and to issue debt repayable, in whole or in part, from the Infrastructure Capital Mill Levy; and

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

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

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

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

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

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

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

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

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

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

3. Operation and Maintenance Mill Levy. The District agrees to impose a property tax of up to 10 mills which shall be retained and used by the District for the ongoing administrative

and operating expenses of the District and for the maintenance of certain of the Regional Infrastructure, as set forth on Exhibit C to this Agreement.

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

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

5. Operation and Maintenance of the Public Improvements. The District shall dedicate the Public Improvements to the Town or other appropriate jurisdiction or owners association in a manner consistent with the final approved plat, other rules and regulations of the Town, and applicable provisions of the Town Code, all as directed by the Town. The District shall be authorized, but not obligated, to own, operate and maintain Public Improvements not otherwise required to be dedicated to the Town or other appropriate jurisdiction or owners association, including, but not limited to street improvements (including roads, curbs, gutters, culverts, sidewalks, bridges, parking facilities, paving, lighting, grading, landscaping, and other street improvements), traffic and safety controls, retaining walls, park and recreation improvements and facilities, trails, open space, landscaping, drainage improvements (including detention and retention ponds, trickle channels, and other drainage facilities), irrigation system improvements (including wells, pumps, storage facilities, and distribution facilities), and all

necessary equipment and appurtenances incident thereto. Any Fee imposed by the District for access to such park and recreation improvements shall not result in Non-District Town residents paying a user fee that is greater than, or otherwise disproportionate to, similar fees and taxes paid by residents of the District. However, the District shall be entitled to impose an administrative Fee as necessary to cover additional expenses associated with Non-District Town residents to ensure that such costs are not the responsibility of the District's residents. All such Fees shall be based upon the District's determination that such Fees do not exceed reasonable annual market fees for users of such facilities. Notwithstanding the foregoing, all parks and trails owned by the District shall be open to the general public and Non-District Town residents, subject to the rules and regulations of the District as adopted from time to time. Trails which are interconnected with a Town or regional trail system shall be open to the public free of charge and on the same basis as residents and owners of taxable property within the District.

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

7. Television Relay and Translation; Mosquito Control and Other Limitations. Unless specifically provided for in this Agreement or separate agreement with the Town, the District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate, maintain or provide: (a) any television relay and translation facilities and services, other than for the installation of conduit as a part of a street construction project; (b) any mosquito control facilities and services; and (c) any transportation facilities and 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. 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. The District, together with Cherry Creek South Metropolitan District Nos. 4 and 6, shall not issue Debt in excess of \$170,343,750 in total aggregate principal amount, provided that such limitation shall not be applicable to refunding Bonds issued by the District to refund outstanding Debt. Such limitation shall not apply to the District's pledge of its property tax or specific ownership tax revenues derived from its mill levies to one of the other Districts (as defined in the Service Plan).

12. Fee Limitation. The District may impose and collect Fees as a source of revenue for repayment of debt, capital costs, and/or for operations and maintenance. No Fee related to the funding of costs of a capital nature shall be authorized to be imposed upon or collected from taxable property owned or occupied by an End User which has the effect, intentional or otherwise, of creating a capital cost payment obligation in any year on any taxable property owned or occupied by an End User. Notwithstanding any of the foregoing, the restrictions in this definition shall not apply to any Fee imposed upon or collected from taxable property for the purpose of funding operation and maintenance costs of the District.

13. 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 the Service Plan.

14. 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.

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

16. Service Plan Amendment Requirement. Any action of the District which violates the limitations set forth in Sections V.A.1-15 or VI.B-H of the Service Plan, or which constitutes a material modification under Parker Municipal Code section 10.11.060, shall be deemed to be a material modification to the Service Plan and the Town shall be entitled to all remedies available under State and local law to enjoin any such action(s) of the District. The Town may also seek damages for breach of this Agreement arising from violations by the District of any provision of the Service Plan.

17. 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.

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

19. 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:	WBA, PC
	Attn: Kristin J. Bowers, Esq.
	2154 E. Commons Ave., Suite 2000
	Centennial, CO 80122
	Phone: (303) 858-1800
	E-mail: kbowers@wbapc.com

To the Town: Town of Parker
20120 E. Mainstreet
Parker, CO 80138-7334
Attn: Jamie Wynn, Town Attorney
cc: Chris Fiandaca, Finance Director
Phone: (303) 841-0353
Fax: (303) 840-9792

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

20. Miscellaneous.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TOWN OF PARKER, COLORADO

Joshua Rivero, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

Jamie Wynn, Town Attorney

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

By: _____
Sarah Hunsche, President/Treasurer

ATTEST:

Kim Jensen, Secretary

EXHIBIT A

Utilization of Infrastructure Capital Mill Levy

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

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

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

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

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

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

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

EXHIBIT B

Utilization of Town Capital and Maintenance Mill Levy

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

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

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

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

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

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

EXHIBIT C

Utilization of Operation and Maintenance Mill Levy

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

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

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

ORDINANCE NO. 3.311.1, Series of 2025

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE FIRST AMENDMENT TO AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF PARKER, COLORADO, AND CHERRY CREEK SOUTH METROPOLITAN DISTRICT NO. 6

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

Section 1. The Town Council of the Town of Parker hereby approves the First Amendment to Amended and Restated Intergovernmental Agreement between the Town of Parker and Cherry Creek South Metropolitan District No. 6, which is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

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

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

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

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2025.

Joshua Rivero, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2025.

Joshua Rivero, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Jamie Wynn, Town Attorney

EXHIBIT 1

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

THIS AGREEMENT (the “Agreement”) is made and entered into as of this 15th day of September, 2025, by and between the TOWN OF PARKER, a home rule municipal corporation of the State of Colorado (the “Town”), and the CHERRY CREEK SOUTH METROPOLITAN DISTRICT NO. 6, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”). The Town and the District are collectively referred to as the Parties.

WITNESSETH:

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

WHEREAS, the District was organized to provide those services and to exercise powers as are more specifically set forth in the District’s First Amendment to Amended and Restated Service Plan approved by the Town on September 15, 2025 (the “Service Plan”); and

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

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

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

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

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

enable it to impose the Infrastructure Capital Mill Levy and to issue debt repayable, in whole or in part, from the Infrastructure Capital Mill Levy; and

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

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

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

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

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

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

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

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

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

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

3. Operation and Maintenance Mill Levy. The District agrees to impose a property tax of up to 10 mills which shall be retained and used by the District for the ongoing administrative

and operating expenses of the District and for the maintenance of certain of the Regional Infrastructure, as set forth on Exhibit C to this Agreement.

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

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

5. Operation and Maintenance of the Public Improvements. The District shall dedicate the Public Improvements to the Town or other appropriate jurisdiction or owners association in a manner consistent with the final approved plat, other rules and regulations of the Town, and applicable provisions of the Town Code, all as directed by the Town. The District shall be authorized, but not obligated, to own, operate and maintain Public Improvements not otherwise required to be dedicated to the Town or other appropriate jurisdiction or owners association, including, but not limited to street improvements (including roads, curbs, gutters, culverts, sidewalks, bridges, parking facilities, paving, lighting, grading, landscaping, and other street improvements), traffic and safety controls, retaining walls, park and recreation improvements and facilities, trails, open space, landscaping, drainage improvements (including detention and retention ponds, trickle channels, and other drainage facilities), irrigation system improvements (including wells, pumps, storage facilities, and distribution facilities), and all

necessary equipment and appurtenances incident thereto. Any Fee imposed by the District for access to such park and recreation improvements shall not result in Non-District Town residents paying a user fee that is greater than, or otherwise disproportionate to, similar fees and taxes paid by residents of the District. However, the District shall be entitled to impose an administrative Fee as necessary to cover additional expenses associated with Non-District Town residents to ensure that such costs are not the responsibility of the District's residents. All such Fees shall be based upon the District's determination that such Fees do not exceed reasonable annual market fees for users of such facilities. Notwithstanding the foregoing, all parks and trails owned by the District shall be open to the general public and Non-District Town residents, subject to the rules and regulations of the District as adopted from time to time. Trails which are interconnected with a Town or regional trail system shall be open to the public free of charge and on the same basis as residents and owners of taxable property within the District.

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

7. Television Relay and Translation; Mosquito Control and Other Limitations. Unless specifically provided for in this Agreement or separate agreement with the Town, the District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate, maintain or provide: (a) any television relay and translation facilities and services, other than for the installation of conduit as a part of a street construction project; (b) any mosquito control facilities and services; and (c) any transportation facilities and 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. 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. The District, together with Cherry Creek South Metropolitan District Nos. 4 and 5, shall not issue Debt in excess of \$170,343,750 in total aggregate principal amount, provided that such limitation shall not be applicable to refunding Bonds issued by the District to refund outstanding Debt. Such limitation shall not apply to the District's pledge of its property tax or specific ownership tax revenues derived from its mill levies to one of the other Districts (as defined in the Service Plan).

12. Fee Limitation. The District may impose and collect Fees as a source of revenue for repayment of debt, capital costs, and/or for operations and maintenance. No Fee related to the funding of costs of a capital nature shall be authorized to be imposed upon or collected from taxable property owned or occupied by an End User which has the effect, intentional or otherwise, of creating a capital cost payment obligation in any year on any taxable property owned or occupied by an End User. Notwithstanding any of the foregoing, the restrictions in this definition shall not apply to any Fee imposed upon or collected from taxable property for the purpose of funding operation and maintenance costs of the District.

13. 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 the Service Plan.

14. 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.

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

16. Service Plan Amendment Requirement. Any action of the District which violates the limitations set forth in Sections V.A.1-15 or VI.B-H of the Service Plan, or which constitutes a material modification under Parker Municipal Code section 10.11.060, shall be deemed to be a material modification to the Service Plan and the Town shall be entitled to all remedies available under State and local law to enjoin any such action(s) of the District. The Town may also seek damages for breach of this Agreement arising from violations by the District of any provision of the Service Plan.

17. 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.

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

19. 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:	WBA, PC
	Attn: Kristin J. Bowers, Esq.
	2154 E. Commons Ave., Suite 2000
	Centennial, CO 80122
	Phone: (303) 858-1800
	E-mail: kbowers@wbapc.com

To the Town: Town of Parker
20120 E. Mainstreet
Parker, CO 80138-7334
Attn: Jamie Wynn, Town Attorney
cc: Chris Fiandaca, Finance Director
Phone: (303) 841-0353
Fax: (303) 840-9792

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

20. Miscellaneous.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TOWN OF PARKER, COLORADO

Joshua Rivero, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

Jamie Wynn, Town Attorney

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

By: _____
Sarah Hunsche, President/Treasurer

ATTEST:

Kim Jensen, Secretary

EXHIBIT A

Utilization of Infrastructure Capital Mill Levy

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

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

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

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

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

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

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

EXHIBIT B

Utilization of Town Capital and Maintenance Mill Levy

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

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

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

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

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

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

EXHIBIT C

Utilization of Operation and Maintenance Mill Levy

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

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

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

ORDINANCE NO. 3.312.1, Series of 2025

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE FIRST AMENDMENT TO AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF PARKER, COLORADO, AND CHERRY CREEK SOUTH METROPOLITAN DISTRICT NO. 7

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

Section 1. The Town Council of the Town of Parker hereby approves the First Amendment to Amended and Restated Intergovernmental Agreement between the Town of Parker and Cherry Creek South Metropolitan District No. 7, which is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

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

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

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

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2025.

Joshua Rivero, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2025.

Joshua Rivero, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Jamie Wynn, Town Attorney

EXHIBIT 1

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

THIS AGREEMENT (the “Agreement”) is made and entered into as of this 15th day of September, 2025, by and between the TOWN OF PARKER, a home rule municipal corporation of the State of Colorado (the “Town”), and the CHERRY CREEK SOUTH METROPOLITAN DISTRICT NO. 7, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”). The Town and the District are collectively referred to as the Parties.

WITNESSETH:

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

WHEREAS, the District was organized to provide those services and to exercise powers as are more specifically set forth in the District’s First Amendment to Amended and Restated Service Plan approved by the Town on September 15, 2025 (the “Service Plan”); and

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

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

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

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

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

Constitution (“TABOR”) to enable it to impose the Infrastructure Capital Mill Levy and to issue debt repayable, in whole or in part, from the Infrastructure Capital Mill Levy; and

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

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

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

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

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

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

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

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

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

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

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

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

The District shall remit any revenues from the Infrastructure Capital Mill Levy or Town Capital and Maintenance Mill Levy that are due to the Town no later than 30 days after receipt of the same, and the Town shall deposit and maintain any revenues in a separate fund earmarked specifically for use only as set forth in this Agreement (the "Cherry Creek South Metropolitan District No. 7 Fund"). The monies in the Cherry Creek Metropolitan District No. 7 Fund shall be applied to any design, planning, engineering, surveying, construction management, labor, materials, operations and administrative costs related to construction of the Regional Infrastructure or the Town Infrastructure, as applicable, as further detailed in this Agreement and the Exhibits attached hereto. On June 30 and December 31 of each year, the Town shall provide to the District an accounting of revenues received from the District attributable to the Infrastructure Capital Mill Levy or Town Capital and Maintenance Mill Levy, along with an itemization of expenditures made in major categories.

5. Operation and Maintenance of the Public Improvements. The District shall dedicate the Public Improvements to the Town or other appropriate jurisdiction or owners association in a manner consistent with the final approved plat, other rules and regulations of the Town, and applicable provisions of the Town Code, all as directed by the Town. The District shall be authorized, but not obligated, to own, operate and maintain Public Improvements not otherwise required to be dedicated to the Town or other appropriate jurisdiction or owners association, including, but not limited to street improvements (including roads, curbs, gutters, culverts, sidewalks, bridges, parking facilities, paving, lighting, grading, landscaping, and other street improvements), traffic and safety controls, retaining walls, park and recreation improvements and facilities, trails, open space, landscaping, drainage improvements (including

detention and retention ponds, trickle channels, and other drainage facilities), irrigation system improvements (including wells, pumps, storage facilities, and distribution facilities), and all necessary equipment and appurtenances incident thereto. Any Fee imposed by the District for access to such park and recreation improvements shall not result in Non-District Town residents paying a user fee that is greater than, or otherwise disproportionate to, similar fees and taxes paid by residents of the District. However, the District shall be entitled to impose an administrative Fee as necessary to cover additional expenses associated with Non-District Town residents to ensure that such costs are not the responsibility of the District's residents. All such Fees shall be based upon the District's determination that such Fees do not exceed reasonable annual market fees for users of such facilities. Notwithstanding the foregoing, all parks and trails owned by the District shall be open to the general public and Non-District Town residents, subject to the rules and regulations of the District as adopted from time to time. Trails which are interconnected with a Town or regional trail system shall be open to the public free of charge and on the same basis as residents and owners of taxable property within the District.

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

7. Television Relay and Translation; Mosquito Control and Other Limitations. Unless specifically provided for in this Agreement or separate agreement with the Town, the District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate, maintain or provide: (a) any television relay and translation facilities and services, other than for the installation of conduit as a part of a street construction project; (b) any mosquito control facilities and services; and (c) any transportation facilities and 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. 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. The District, together with Cherry Creek South Metropolitan District Nos. 8, 9 and 11, shall not issue Debt in excess of \$166,518,750 in total aggregate principal amount, provided that such limitation shall not be applicable to refunding Bonds issued by the District to refund outstanding Debt. Such limitation shall not apply to the District's pledge of its property tax or specific ownership tax revenues derived from its mill levies to one of the other Districts (as defined in the Service Plan).

12. Fee Limitation. The District may impose and collect Fees as a source of revenue for repayment of debt, capital costs, and/or for operations and maintenance. No Fee related to the funding of costs of a capital nature shall be authorized to be imposed upon or collected from taxable property owned or occupied by an End User which has the effect, intentional or otherwise, of creating a capital cost payment obligation in any year on any taxable property owned or occupied by an End User. Notwithstanding any of the foregoing, the restrictions in this definition shall not apply to any Fee imposed upon or collected from taxable property for the purpose of funding operation and maintenance costs of the District.

13. 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 the Service Plan.

14. 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.

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

16. Service Plan Amendment Requirement. Any action of the District which violates the limitations set forth in Sections V.A.1-15 or VI.B-H of the Service Plan, or which constitutes a material modification under Parker Municipal Code section 10.11.060, shall be deemed to be a material modification to the Service Plan and the Town shall be entitled to all remedies available under State and local law to enjoin any such action(s) of the District. The Town may also seek damages for breach of this Agreement arising from violations by the District of any provision of the Service Plan.

17. 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.

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

19. 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:	WBA, PC
	Attn: Kristin J. Bowers, Esq.
	2154 E. Commons Ave., Suite 2000
	Centennial, CO 80122
	Phone: (303) 858-1800
	E-mail: kbowers@wbapc.com

To the Town: Town of Parker
 20120 E. Mainstreet
 Parker, CO 80138-7334
 Attn: Jamie Wynn, Town Attorney
 cc: Chris Fiandaca, Finance Director
 Phone: (303) 841-0353
 Fax: (303) 840-9792

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

20. Miscellaneous.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TOWN OF PARKER, COLORADO

Joshua Rivero, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

Jamie Wynn, Town Attorney

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

By: _____
Kim Jensen, President

EXHIBIT A

Utilization of Infrastructure Capital Mill Levy

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

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

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

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

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

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

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

EXHIBIT B

Utilization of Town Capital and Maintenance Mill Levy

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

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

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

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

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

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

EXHIBIT C

Utilization of Operation and Maintenance Mill Levy

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

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

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

ORDINANCE NO. 3.313.1, Series of 2025

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE FIRST AMENDMENT TO AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF PARKER, COLORADO, AND CHERRY CREEK SOUTH METROPOLITAN DISTRICT NO. 8

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

Section 1. The Town Council of the Town of Parker hereby approves the First Amendment to Amended and Restated Intergovernmental Agreement between the Town of Parker and Cherry Creek South Metropolitan District No. 8, which is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

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

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

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

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2025.

Joshua Rivero, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2025.

Joshua Rivero, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Jamie Wynn, Town Attorney

EXHIBIT 1

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

THIS AGREEMENT (the “Agreement”) is made and entered into as of this 15th day of September, 2025, by and between the TOWN OF PARKER, a home rule municipal corporation of the State of Colorado (the “Town”), and the CHERRY CREEK SOUTH METROPOLITAN DISTRICT NO. 8, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”). The Town and the District are collectively referred to as the Parties.

WITNESSETH:

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

WHEREAS, the District was organized to provide those services and to exercise powers as are more specifically set forth in the District’s First Amendment to Amended and Restated Service Plan approved by the Town on September 15, 2025 (the “Service Plan”); and

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

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

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

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

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

enable it to impose the Infrastructure Capital Mill Levy and to issue debt repayable, in whole or in part, from the Infrastructure Capital Mill Levy; and

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

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

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

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

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

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

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

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

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

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

3. Operation and Maintenance Mill Levy. The District agrees to impose a property tax of up to 10 mills which shall be retained and used by the District for the ongoing administrative

and operating expenses of the District and for the maintenance of certain of the Regional Infrastructure, as set forth on Exhibit C to this Agreement.

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

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

5. Operation and Maintenance of the Public Improvements. The District shall dedicate the Public Improvements to the Town or other appropriate jurisdiction or owners association in a manner consistent with the final approved plat, other rules and regulations of the Town, and applicable provisions of the Town Code, all as directed by the Town. The District shall be authorized, but not obligated, to own, operate and maintain Public Improvements not otherwise required to be dedicated to the Town or other appropriate jurisdiction or owners association, including, but not limited to street improvements (including roads, curbs, gutters, culverts, sidewalks, bridges, parking facilities, paving, lighting, grading, landscaping, and other street improvements), traffic and safety controls, retaining walls, park and recreation improvements and facilities, trails, open space, landscaping, drainage improvements (including detention and retention ponds, trickle channels, and other drainage facilities), irrigation system improvements (including wells, pumps, storage facilities, and distribution facilities), and all

necessary equipment and appurtenances incident thereto. Any Fee imposed by the District for access to such park and recreation improvements shall not result in Non-District Town residents paying a user fee that is greater than, or otherwise disproportionate to, similar fees and taxes paid by residents of the District. However, the District shall be entitled to impose an administrative Fee as necessary to cover additional expenses associated with Non-District Town residents to ensure that such costs are not the responsibility of the District's residents. All such Fees shall be based upon the District's determination that such Fees do not exceed reasonable annual market fees for users of such facilities. Notwithstanding the foregoing, all parks and trails owned by the District shall be open to the general public and Non-District Town residents, subject to the rules and regulations of the District as adopted from time to time. Trails which are interconnected with a Town or regional trail system shall be open to the public free of charge and on the same basis as residents and owners of taxable property within the District.

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

7. Television Relay and Translation; Mosquito Control and Other Limitations. Unless specifically provided for in this Agreement or separate agreement with the Town, the District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate, maintain or provide: (a) any television relay and translation facilities and services, other than for the installation of conduit as a part of a street construction project; (b) any mosquito control facilities and services; and (c) any transportation facilities and 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. 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. The District, together with Cherry Creek South Metropolitan District Nos. 7, 9 and 11, shall not issue Debt in excess of \$166,518,750 in total aggregate principal amount, provided that such limitation shall not be applicable to refunding Bonds issued by the District to refund outstanding Debt. Such limitation shall not apply to the District's pledge of its property tax or specific ownership tax revenues derived from its mill levies to one of the other Districts (as defined in the Service Plan).

12. Fee Limitation. The District may impose and collect Fees as a source of revenue for repayment of debt, capital costs, and/or for operations and maintenance. No Fee related to the funding of costs of a capital nature shall be authorized to be imposed upon or collected from taxable property owned or occupied by an End User which has the effect, intentional or otherwise, of creating a capital cost payment obligation in any year on any taxable property owned or occupied by an End User. Notwithstanding any of the foregoing, the restrictions in this definition shall not apply to any Fee imposed upon or collected from taxable property for the purpose of funding operation and maintenance costs of the District.

13. 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 the Service Plan.

14. 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.

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

16. Service Plan Amendment Requirement. Any action of the District which violates the limitations set forth in Sections V.A.1-1315 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.

17. 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.

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

19. 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:	WBA, PC
	Attn: Kristin J. Bowers, Esq.
	2154 E. Commons Ave., Suite 2000
	Centennial, CO 80122
	Phone: (303) 858-1800
	E-mail: kbowers@wbapc.com

To the Town: Town of Parker
20120 E. Mainstreet
Parker, CO 80138-7334
Attn: Jamie Wynn, Deputy Town Attorney
cc: Chris Fiandaca, Finance Director
Phone: (303) 841-0353
Fax: (303) 840-9792

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

20. Miscellaneous.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TOWN OF PARKER, COLORADO

Joshua Rivero, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

Jamie Wynn, Town Attorney

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

By: _____
Kim Jenson, President

EXHIBIT A

Utilization of Infrastructure Capital Mill Levy

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

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

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

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

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

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

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

EXHIBIT B

Utilization of Town Capital and Maintenance Mill Levy

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

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

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

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

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

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

EXHIBIT C

Utilization of Operation and Maintenance Mill Levy

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

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

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

ORDINANCE NO. 3.314.1, Series of 2025

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE FIRST AMENDMENT TO AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF PARKER, COLORADO, AND CHERRY CREEK SOUTH METROPOLITAN DISTRICT NO. 9

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

Section 1. The Town Council of the Town of Parker hereby approves the First Amendment to Amended and Restated Intergovernmental Agreement between the Town of Parker and Cherry Creek South Metropolitan District No. 9, which is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

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

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

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

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2025.

Joshua Rivero, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2025.

Joshua Rivero, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Jamie Wynn, Town Attorney

EXHIBIT 1

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

THIS AGREEMENT (the “Agreement”) is made and entered into as of this 15th day of September, 2025, by and between the TOWN OF PARKER, a home rule municipal corporation of the State of Colorado (the “Town”), and the CHERRY CREEK SOUTH METROPOLITAN DISTRICT NO. 9, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”). The Town and the District are collectively referred to as the Parties.

WITNESSETH:

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

WHEREAS, the District was organized to provide those services and to exercise powers as are more specifically set forth in the District’s First Amendment to Amended and Restated Service Plan approved by the Town on September 15, 2025 (the “Service Plan”); and

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

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

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

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

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

enable it to impose the Infrastructure Capital Mill Levy and to issue debt repayable, in whole or in part, from the Infrastructure Capital Mill Levy; and

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

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

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

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

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

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

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

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

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

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

3. Operation and Maintenance Mill Levy. The District agrees to impose a property tax of up to 10 mills which shall be retained and used by the District for the ongoing administrative

and operating expenses of the District and for the maintenance of certain of the Regional Infrastructure, as set forth on Exhibit C to this Agreement.

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

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

5. Operation and Maintenance of the Public Improvements. The District shall dedicate the Public Improvements to the Town or other appropriate jurisdiction or owners association in a manner consistent with the final approved plat, other rules and regulations of the Town, and applicable provisions of the Town Code, all as directed by the Town. The District shall be authorized, but not obligated, to own, operate and maintain Public Improvements not otherwise required to be dedicated to the Town or other appropriate jurisdiction or owners association, including, but not limited to street improvements (including roads, curbs, gutters, culverts, sidewalks, bridges, parking facilities, paving, lighting, grading, landscaping, and other street improvements), traffic and safety controls, retaining walls, park and recreation improvements and facilities, trails, open space, landscaping, drainage improvements (including detention and retention ponds, trickle channels, and other drainage facilities), irrigation system improvements (including wells, pumps, storage facilities, and distribution facilities), and all

necessary equipment and appurtenances incident thereto. Any Fee imposed by the District for access to such park and recreation improvements shall not result in Non-District Town residents paying a user fee that is greater than, or otherwise disproportionate to, similar fees and taxes paid by residents of the District. However, the District shall be entitled to impose an administrative Fee as necessary to cover additional expenses associated with Non-District Town residents to ensure that such costs are not the responsibility of the District's residents. All such Fees shall be based upon the District's determination that such Fees do not exceed reasonable annual market fees for users of such facilities. Notwithstanding the foregoing, all parks and trails owned by the District shall be open to the general public and Non-District Town residents, subject to the rules and regulations of the District as adopted from time to time. Trails which are interconnected with a Town or regional trail system shall be open to the public free of charge and on the same basis as residents and owners of taxable property within the District.

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

7. Television Relay and Translation; Mosquito Control and Other Limitations. Unless specifically provided for in this Agreement or separate agreement with the Town, the District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate, maintain or provide: (a) any television relay and translation facilities and services, other than for the installation of conduit as a part of a street construction project; (b) any mosquito control facilities and services; and (c) any transportation facilities and 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. 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. The District, together with Cherry Creek South Metropolitan District Nos. 7, 8 and 11, shall not issue Debt in excess of \$166,518,750 in total aggregate principal amount, provided that such limitation shall not be applicable to refunding Bonds issued by the District to refund outstanding Debt. Such limitation shall not apply to the District's pledge of its property tax or specific ownership tax revenues derived from its mill levies to one of the other Districts (as defined in the Service Plan).

12. Fee Limitation. The District may impose and collect Fees as a source of revenue for repayment of debt, capital costs, and/or for operations and maintenance. No Fee related to the funding of costs of a capital nature shall be authorized to be imposed upon or collected from taxable property owned or occupied by an End User which has the effect, intentional or otherwise, of creating a capital cost payment obligation in any year on any taxable property owned or occupied by an End User. Notwithstanding any of the foregoing, the restrictions in this definition shall not apply to any Fee imposed upon or collected from taxable property for the purpose of funding operation and maintenance costs of the District.

13. 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 the Service Plan.

14. 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.

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

16. Service Plan Amendment Requirement. Any action of the District which violates the limitations set forth in Sections V.A.1-15 or VI.B-H of the Service Plan, or which constitutes a material modification under Parker Municipal Code section 10.11.060, shall be deemed to be a material modification to the Service Plan and the Town shall be entitled to all remedies available under State and local law to enjoin any such action(s) of the District. The Town may also seek damages for breach of this Agreement arising from violations by the District of any provision of the Service Plan.

17. 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.

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

19. 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:	WBA, PC
	Attn: Kristin J. Bowers, Esq.
	2154 E. Commons Ave., Suite 2000
	Centennial, CO 80122
	Phone: (303) 858-1800
	E-mail: kbowers@wbapc.com

To the Town: Town of Parker
20120 E. Mainstreet
Parker, CO 80138-7334
Attn: Jamie Wynn, Town Attorney
cc: Chris Fiandaca, Finance Director
Phone: (303) 841-0353
Fax: (303) 840-9792

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

20. Miscellaneous.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TOWN OF PARKER, COLORADO

Joshua Rivero, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

Jamie Wynn, Town Attorney

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

By: _____
Kim Jenson, President

EXHIBIT A

Utilization of Infrastructure Capital Mill Levy

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

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

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

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

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

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

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

EXHIBIT B

Utilization of Town Capital and Maintenance Mill Levy

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

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

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

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

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

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

EXHIBIT C

Utilization of Operation and Maintenance Mill Levy

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

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

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

ORDINANCE NO. 3.315.1, Series of 2025

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE FIRST AMENDMENT TO AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF PARKER, COLORADO, AND CHERRY CREEK SOUTH METROPOLITAN DISTRICT NO. 10

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

Section 1. The Town Council of the Town of Parker hereby approves the First Amendment to Amended and Restated Intergovernmental Agreement between the Town of Parker and Cherry Creek South Metropolitan District No. 10, which is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

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

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

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

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2025.

Joshua Rivero, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2025.

Joshua Rivero, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Jamie Wynn, Town Attorney

EXHIBIT 1

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

THIS AGREEMENT (the “Agreement”) is made and entered into as of this 15th day of September, 2025, by and between the TOWN OF PARKER, a home rule municipal corporation of the State of Colorado (the “Town”), and the CHERRY CREEK SOUTH METROPOLITAN DISTRICT NO. 10, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”). The Town and the District are collectively referred to as the Parties.

WITNESSETH:

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

WHEREAS, the District was organized to provide those services and to exercise powers as are more specifically set forth in the District’s First Amendment to Amended and Restated Service Plan approved by the Town on September 15, 2025 (the “Service Plan”); and

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

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

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

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

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

enable it to impose the Infrastructure Capital Mill Levy and to issue debt repayable, in whole or in part, from the Infrastructure Capital Mill Levy; and

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

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

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

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

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

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

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

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

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

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

3. Operation and Maintenance Mill Levy. The District agrees to impose a property tax of up to 10 mills which shall be retained and used by the District for the ongoing administrative

and operating expenses of the District and for the maintenance of certain of the Regional Infrastructure, as set forth on Exhibit C to this Agreement.

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

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

5. Operation and Maintenance of the Public Improvements. The District shall dedicate the Public Improvements to the Town or other appropriate jurisdiction or owners association in a manner consistent with the final approved plat, other rules and regulations of the Town, and applicable provisions of the Town Code, all as directed by the Town. The District shall be authorized, but not obligated, to own, operate and maintain Public Improvements not otherwise required to be dedicated to the Town or other appropriate jurisdiction or owners association, including, but not limited to street improvements (including roads, curbs, gutters, culverts, sidewalks, bridges, parking facilities, paving, lighting, grading, landscaping, and other street improvements), traffic and safety controls, retaining walls, park and recreation improvements and facilities, trails, open space, landscaping, drainage improvements (including detention and retention ponds, trickle channels, and other drainage facilities), irrigation system improvements (including wells, pumps, storage facilities, and distribution facilities), and all

necessary equipment and appurtenances incident thereto. Any Fee imposed by the District for access to such park and recreation improvements shall not result in Non-District Town residents paying a user fee that is greater than, or otherwise disproportionate to, similar fees and taxes paid by residents of the District. However, the District shall be entitled to impose an administrative Fee as necessary to cover additional expenses associated with Non-District Town residents to ensure that such costs are not the responsibility of the District's residents. All such Fees shall be based upon the District's determination that such Fees do not exceed reasonable annual market fees for users of such facilities. Notwithstanding the foregoing, all parks and trails owned by the District shall be open to the general public and Non-District Town residents, subject to the rules and regulations of the District as adopted from time to time. Trails which are interconnected with a Town or regional trail system shall be open to the public free of charge and on the same basis as residents and owners of taxable property within the District.

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

7. Television Relay and Translation; Mosquito Control and Other Limitations. Unless specifically provided for in this Agreement or separate agreement with the Town, the District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate, maintain or provide: (a) any television relay and translation facilities and services, other than for the installation of conduit as a part of a street construction project; (b) any mosquito control facilities and services; and (c) any transportation facilities and 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. 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. The District shall not issue Debt in excess of \$118,718,750 in total aggregate principal amount, provided that such limitation shall not be applicable to refunding Bonds issued by the District to refund outstanding Debt. Such limitation shall not apply to the District's pledge of its property tax or specific ownership tax revenues derived from its mill levies to one of the other Districts (as defined in the Service Plan).

12. Fee Limitation. The District may impose and collect Fees as a source of revenue for repayment of debt, capital costs, and/or for operations and maintenance. No Fee related to the funding of costs of a capital nature shall be authorized to be imposed upon or collected from taxable property owned or occupied by an End User which has the effect, intentional or otherwise, of creating a capital cost payment obligation in any year on any taxable property owned or occupied by an End User. Notwithstanding any of the foregoing, the restrictions in this definition shall not apply to any Fee imposed upon or collected from taxable property for the purpose of funding operation and maintenance costs of the District.

13. 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 the Service Plan.

14. 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.

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

16. Service Plan Amendment Requirement. Any action of the District which violates the limitations set forth in Sections V.A.1-15 or VI.B-H of the Service Plan, or which constitutes a material modification under Parker Municipal Code section 10.11.060, shall be deemed to be a material modification to the Service Plan and the Town shall be entitled to all remedies available under State and local law to enjoin any such action(s) of the District. The Town may also seek damages for breach of this Agreement arising from violations by the District of any provision of the Service Plan.

17. 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.

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

19. 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:	WBA. PC
	Attn: Kristin J. Bowers, Esq.
	2154 E. Commons Ave., Suite 2000
	Centennial, CO 80122
	Phone: (303) 858-1800
	E-mail: kbowers@wbapc.com

To the Town: Town of Parker
20120 E. Mainstreet
Parker, CO 80138-7334
Attn: Jamie Wynn, Town Attorney
cc: Chris Fiandaca, Finance Director
Phone: (303) 841-0353
Fax: (303) 840-9792

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

20. Miscellaneous.

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

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

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

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

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

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

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

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

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

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

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

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

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

TOWN OF PARKER, COLORADO

Joshua Rivero, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

Jamie Wynn, Town Attorney

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

By: _____
Kim Jensen President

EXHIBIT A

Utilization of Infrastructure Capital Mill Levy

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

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

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

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

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

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

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

EXHIBIT B

Utilization of Town Capital and Maintenance Mill Levy

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

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

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

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

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

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

EXHIBIT C

Utilization of Operation and Maintenance Mill Levy

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

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

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

ORDINANCE NO. 3.316.1, Series of 2025

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE FIRST AMENDMENT TO AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF PARKER, COLORADO, AND CHERRY CREEK SOUTH METROPOLITAN DISTRICT NO. 11

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

Section 1. The Town Council of the Town of Parker hereby approves the First Amendment to Amended and Restated Intergovernmental Agreement between the Town of Parker and Cherry Creek South Metropolitan District No. 11, which is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

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

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

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

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2025.

Joshua Rivero, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2025.

Joshua Rivero, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Jamie Wynn, Town Attorney

EXHIBIT 1

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

THIS AGREEMENT (the “Agreement”) is made and entered into as of this 15th day of September, 2025, by and between the TOWN OF PARKER, a home rule municipal corporation of the State of Colorado (the “Town”), and the CHERRY CREEK SOUTH METROPOLITAN DISTRICT NO. 11, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”). The Town and the District are collectively referred to as the Parties.

WITNESSETH:

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

WHEREAS, the District was organized to provide those services and to exercise powers as are more specifically set forth in the District’s First Amendment to Amended and Restated Service Plan approved by the Town on September 15, 2025 (the “Service Plan”); and

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

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

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

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

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

enable it to impose the Infrastructure Capital Mill Levy and to issue debt repayable, in whole or in part, from the Infrastructure Capital Mill Levy; and

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

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

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

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

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

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

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

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

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

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

3. Operation and Maintenance Mill Levy. The District agrees to impose a property tax of up to 10 mills which shall be retained and used by the District for the ongoing administrative

and operating expenses of the District and for the maintenance of certain of the Regional Infrastructure, as set forth on Exhibit C to this Agreement.

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

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

5. Operation and Maintenance of the Public Improvements. The District shall dedicate the Public Improvements to the Town or other appropriate jurisdiction or owners association in a manner consistent with the final approved plat, other rules and regulations of the Town, and applicable provisions of the Town Code, all as directed by the Town. The District shall be authorized, but not obligated, to own, operate and maintain Public Improvements not otherwise required to be dedicated to the Town or other appropriate jurisdiction or owners association, including, but not limited to street improvements (including roads, curbs, gutters, culverts, sidewalks, bridges, parking facilities, paving, lighting, grading, landscaping, and other street improvements), traffic and safety controls, retaining walls, park and recreation improvements and facilities, trails, open space, landscaping, drainage improvements (including detention and retention ponds, trickle channels, and other drainage facilities), irrigation system improvements (including wells, pumps, storage facilities, and distribution facilities), and all

necessary equipment and appurtenances incident thereto. Any Fee imposed by the District for access to such park and recreation improvements shall not result in Non-District Town residents paying a user fee that is greater than, or otherwise disproportionate to, similar fees and taxes paid by residents of the District. However, the District shall be entitled to impose an administrative Fee as necessary to cover additional expenses associated with Non-District Town residents to ensure that such costs are not the responsibility of the District's residents. All such Fees shall be based upon the District's determination that such Fees do not exceed reasonable annual market fees for users of such facilities. Notwithstanding the foregoing, all parks and trails owned by the District shall be open to the general public and Non-District Town residents, subject to the rules and regulations of the District as adopted from time to time. Trails which are interconnected with a Town or regional trail system shall be open to the public free of charge and on the same basis as residents and owners of taxable property within the District.

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

7. Television Relay and Translation; Mosquito Control and Other Limitations. Unless specifically provided for in this Agreement or separate agreement with the Town, the District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate, maintain or provide: (a) any television relay and translation facilities and services, other than for the installation of conduit as a part of a street construction project; (b) any mosquito control facilities and services; and (c) any transportation facilities and 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. 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. The District, together with Cherry Creek South Metropolitan District Nos. 7, 8 and 9, shall not issue Debt in excess of \$166,518,750 in total aggregate principal amount, provided that such limitation shall not be applicable to refunding Bonds issued by the District to refund outstanding Debt. Such limitation shall not apply to the District's pledge of its property tax or specific ownership tax revenues derived from its mill levies to one of the other Districts (as defined in the Service Plan).

12. Fee Limitation. The District may impose and collect Fees as a source of revenue for repayment of debt, capital costs, and/or for operations and maintenance. No Fee related to the funding of costs of a capital nature shall be authorized to be imposed upon or collected from taxable property owned or occupied by an End User which has the effect, intentional or otherwise, of creating a capital cost payment obligation in any year on any taxable property owned or occupied by an End User. Notwithstanding any of the foregoing, the restrictions in this definition shall not apply to any Fee imposed upon or collected from taxable property for the purpose of funding operation and maintenance costs of the District.

13. 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 the Service Plan.

14. 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.

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

16. Service Plan Amendment Requirement. Any action of the District which violates the limitations set forth in Sections V.A.1-15 or VI.B-H of the Service Plan, or which constitutes a material modification under Parker Municipal Code section 10.11.060, shall be deemed to be a material modification to the Service Plan and the Town shall be entitled to all remedies available under State and local law to enjoin any such action(s) of the District. The Town may also seek damages for breach of this Agreement arising from violations by the District of any provision of the Service Plan.

17. 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.

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

19. 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:	WBA, PC
	Attn: Kristin J. Bowers, Esq.
	2154 E. Commons Ave., Suite 2000
	Centennial, CO 80122
	Phone: (303) 858-1800
	E-mail: kbowers@wbapc.com

To the Town: Town of Parker
20120 E. Mainstreet
Parker, CO 80138-7334
Attn: Jamie Wynn, Town Attorney
cc: Chris Fiandaca, Finance Director
Phone: (303) 841-0353
Fax: (303) 840-9792

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

20. Miscellaneous.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TOWN OF PARKER, COLORADO

Josuha Rivero, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

Jamie Wynn, Town Attorney

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

By: _____
Kim Jenson, President

EXHIBIT A

Utilization of Infrastructure Capital Mill Levy

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

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

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

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

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

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

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

EXHIBIT B

Utilization of Town Capital and Maintenance Mill Levy

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

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

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

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

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

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

EXHIBIT C

Utilization of Operation and Maintenance Mill Levy

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

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

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



Request for Town Council Action

Date: September 2, 2025

Submitted By: Charles Kudlauskas, Senior Development Review Engineer

Reviewed By: Michelle Kivela, Town Manager

Title: **RESOLUTION NO. 25-056**
A Resolution Accepting the Conveyance of a Drainage Easement from Flexential Corp., for Portions of Lot 1, Compark Village Filing No. 13
Department: **Engineering and Public Works, Charles Kudlauskas**

EXECUTIVE SUMMARY

This resolution accepts the conveyance of a drainage easement covering drainage improvements proposed with the site plan for a 25-foot strip of land across Lot 1, Compark Village Filing No. 13.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

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

The Engineering Department has reviewed and approved the construction drawings for the drainage facilities associated with an approved site plan for a portion of Lot 1, Compark Village Filing No. 13. Since the drainage facilities are being constructed as part of a site plan process, and not a plat, the easement needs to be dedicated by a separate instrument.

FINANCIAL IMPACT

The drainage improvements proposed with the easement will be the maintenance responsibility of the property owner. There is no financial impact to the Town.

STRATEGIC GOAL(S)

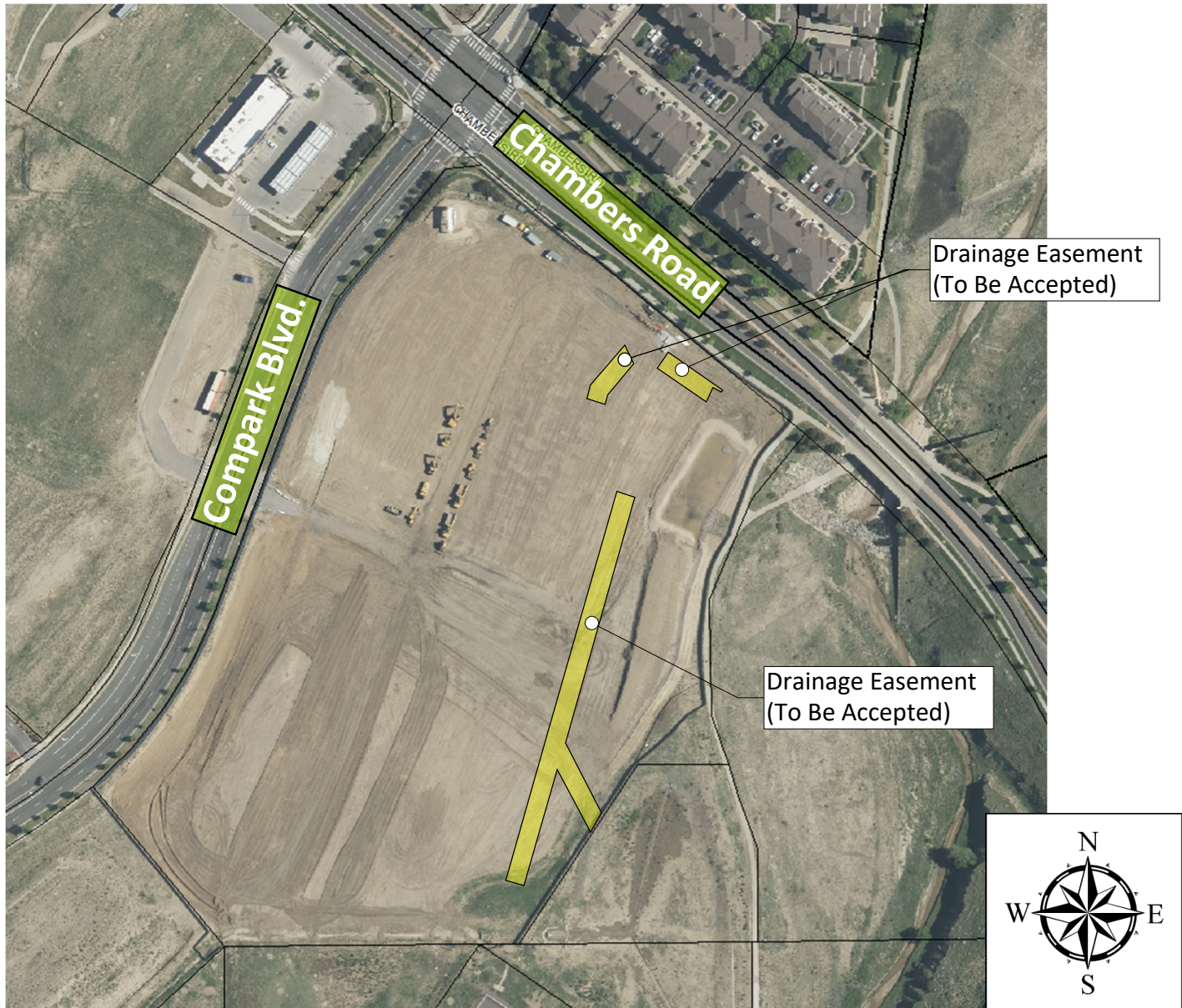


ATTACHMENTS

1. Vicinity Map
2. Resolution No. 25-056

RECOMMENDED MOTION

I move to approve Resolution No. 25-056, as part of the consent agenda.



Lot 1, Compark Village F13
Drainage Easement
Vicinity Map

RESOLUTION NO. 25-056, Series of 2025

TITLE: A RESOLUTION ACCEPTING THE CONVEYANCE OF A DRAINAGE EASEMENT FROM FLEXENTIAL CORP., FOR PORTIONS OF LOT 1, COMPARK VILLAGE FILING NO. 13

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

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

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

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

Section 1. The Town Council of the Town of Parker hereby accepts the conveyance of certain property interests for the purpose of the maintenance of a drainage pipe and appurtenant drainage facilities from Flexential Corp., for portions of Lot 1, Compark Village Filing No. 13, as provided in the Drainage Easement Agreement attached as **Exhibit 1** and incorporated by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

RESOLVED AND PASSED this _____ day of _____, 2025.

TOWN OF PARKER, COLORADO

Joshua Rivero, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

EXHIBIT 1

DRAINAGE EASEMENT AGREEMENT

THIS DRAINAGE EASEMENT AGREEMENT (the "Easement Agreement") is made this 13 day of August, 2025 by and between FLEXENTIAL CORP., a Delaware corporation, having an address of 7807 Peakview Avenue, Suite 200, Centennial, Colorado 80111 ("Grantor"), and the TOWN OF PARKER, a Colorado home rule municipality, having an address of 20120 East Mainstreet, Parker, Colorado 80138 ("Grantee").

RECITALS

A. Grantor constructed a drainage pipe and appurtenant drainage facilities (the "Drainage Facilities") within its privately owned property.

B. Pursuant to Section 4.08.090(b) of the Parker Municipal Code, the Grantor is responsible for the maintenance of the Drainage Facilities. However, the Grantee may choose to maintain the Drainage Facilities if the Grantor fails to do so in order to protect the public health, safety, and welfare from stormwater runoff damage.

C. Grantee desires to acquire an easement for the purpose of the maintenance of the Drainage Facilities on and through the property more particularly described and depicted in **Exhibit A** ("Easement Property"), attached hereto and incorporated herein by this reference; and

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

AGREEMENT

NOW, THEREFORE, for good and valuable consideration by Grantee to Grantor, the covenants of Grantee herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Easement. Grantor does hereby grant and convey unto Grantee, its successors, assigns, lessees, licensees and agents, an easement under and through the Easement Property, for the purpose of providing the maintenance of the Drainage Facilities. Subject to the terms of this Easement Agreement, Grantee shall also have the specific rights of ingress and egress for the construction, reconstruction, operation and maintenance of a drainage pipe and appurtenant drainage facilities; additionally, Grantee shall have the right to remove impediments to operation and maintenance of the Easement Property such as trees, asphalt and sidewalks. Grantee further agrees to coordinate all construction, reconstruction, operation, maintenance, removal and any other activities which disturb the Easement Property with Grantor so as to minimize any disruption to Grantor's property. Grantor and Grantee agree that this Easement Agreement may be released in writing by the Town of Parker's Engineering/Public Works Director or designee, subject to the Grantor providing a suitable replacement for the drainage easement described herein, as determined in the sole discretion of the Town of Parker's Engineering/Public Works Director or designee.

2. Unencumbered Title. Grantor warrants that the Easement Property is free and clear of all liens and encumbrances of whatsoever character.

3. Operation and Maintenance.

a. The operation and maintenance of the Drainage Facilities described herein and located within the Easement Property shall be the responsibility of the Grantor; provided, however, that Grantee shall have the right to maintain the Drainage Facilities in the event Grantee, in its sole discretion, determines to enter the Easement Property for the operation and/or maintenance of the Drainage Facilities as set forth in subsection b. hereinbelow. The Grantor acknowledges and agrees that the Grantee has the right to enter the Easement Property to maintain and operate the Drainage Facilities covered by Chapter 4.08 of the Parker Municipal Code or to maintain and operate the Drainage Facilities in the manner described herein.

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

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

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

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

b. Grantee shall not cause or permit to be caused by any of its employees, agents, contractors, subcontractors, successors, assigns, lessees or licensees, any hazardous substances, as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), pollutants or contaminants, as defined by CERCLA, or hazardous waste, as defined by the Resource, Conservation and Recovery Act ("RCRA"), including, but not limited to, asbestos and/or urea formaldehyde, or any pollutants or toxic pollutants as defined by the Clean Water Act, and any amendments thereto, to be dumped, spilled, released, permanently stored or deposited on, over or beneath the Easement Property or any other lands owned by Grantor.

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

7. Miscellaneous.

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

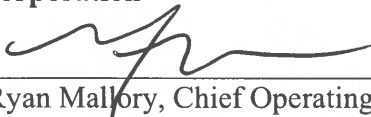
b. This easement constitutes all of the agreements, understandings and promises between the parties hereto, with respect to the subject matter hereof.

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

[Remainder of page intentionally left blank. Signatures on following page.]

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

GRANTOR: FLEXENTIAL CORP., a Delaware corporation



Ryan Mallory, Chief Operating Officer

STATE OF Colorado)
) ss.
COUNTY OF Arapahoe)

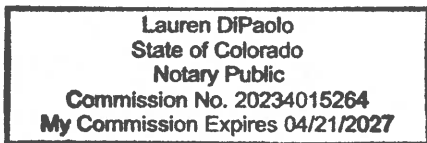
The foregoing instrument was acknowledged before me this 13 day of August, 2025 by Ryan Mallory, as Chief Operating Officer of Flexential Corp.

My commission expires: 04/21/2027

SEAL



Notary Public



GRANTEE: TOWN OF PARKER

Joshua Rivero, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Town Attorney's Office

EXHIBIT A

PARCEL DESCRIPTION

THREE (3) PARCELS OF LAND, BEING PORTIONS OF LOT 1, COMPARK VILLAGE FILING NO. 13, AS RECORDED AT RECEPTION NO. 2025024984, IN THE OFFICE OF THE DOUGLAS COUNTY CLERK AND RECORDER, SITUATED IN THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE NORTHEASTERLY LINE OF COMPARK VILLAGE FILING NO. 13, AS RECORDED AT RECEPTION NO. 2025024984 IN SAID RECORDS, AS BEARING SOUTH 50°09'08" EAST, A DISTANCE OF 629.92 FEET PER SAID COMPARK VILLAGE FILING NO. 13 AND MONUMENTED AT THE NORTHWEST END BY A CONCRETE NAIL WITH 0.75" BRASS DISK, STAMPING ILLEGIBLE, FLUSH WITH CONCRETE, AND AT THE SOUTHEAST END BY A RECOVERED NO. 5 REBAR WITH BROKEN YELLOW PLASTIC CAP, STAMPED, "PLS 38445", FLUSH WITH GROUND.

PARCEL 1

COMMENCING AT THE NORTHERNMOST EASTERLY CORNER OF TRACT A OF SAID PLAT;
THENCE SOUTH 88°50'22" WEST, A DISTANCE OF 79.64 FEET TO THE **POINT OF BEGINNING**;
THENCE SOUTH 31°28'01" WEST, A DISTANCE OF 2.46 FEET;
THENCE NORTH 58°31'59" WEST, A DISTANCE OF 12.10 FEET;
THENCE SOUTH 31°15'29" WEST, A DISTANCE OF 21.04 FEET;
THENCE NORTH 50°09'08" WEST, A DISTANCE OF 78.94 FEET TO THE SOUTHEASTERLY LINE OF A VARIABLE WIDTH DRAINAGE EASEMENT, AS DEDICATED BY SAID PLAT;
THENCE COINCIDENT WITH SAID SOUTHEASTERLY LINE, NORTH 39°50'52" EAST, A DISTANCE OF 25.00 FEET;
THENCE SOUTH 50°09'08" EAST, A DISTANCE OF 87.41 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINS 1,967 SQUARE FEET OR 0.0452 ACRES, MORE OR LESS.

PARCEL 2

COMMENCING AT THE NORTHERNMOST EASTERLY CORNER OF SAID TRACT A;
THENCE NORTH 77°08'01" WEST, A DISTANCE OF 198.46 FEET TO THE SOUTHWESTERLY LINE OF A VARIABLE WIDTH DRAINAGE EASEMENT, AS DEDICATED BY SAID PLAT, ALSO BEING THE **POINT OF BEGINNING**;
THENCE SOUTH 44°08'37" WEST, A DISTANCE OF 53.71 FEET;
THENCE SOUTH 20°55'23" WEST, A DISTANCE OF 12.96 FEET;
THENCE NORTH 69°04'37" WEST, A DISTANCE OF 25.00 FEET;
THENCE NORTH 20°55'23" EAST, A DISTANCE OF 18.09 FEET;
THENCE NORTH 44°08'37" EAST, A DISTANCE OF 70.88 FEET TO THE LAST SAID SOUTHWESTERLY LINE;
THENCE COINCIDENT WITH SAID SOUTHWESTERLY LINE, SOUTH 20°09'08" EAST, A DISTANCE OF 27.75 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINS 1,945 SQUARE FEET OR 0.0447 ACRES, MORE OR LESS.

(DESCRIPTION CONTINUED ON SHEET 2)



EXHIBIT A

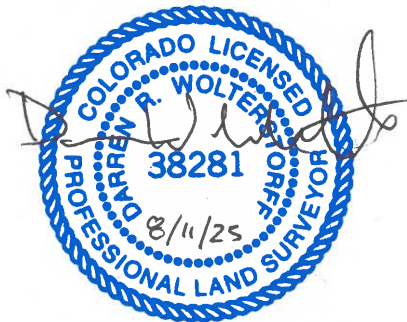
PARCEL DESCRIPTION

PARCEL 3

COMMENCING AT THE NORTHERNMOST EASTERLY CORNER OF SAID TRACT A;
THENCE SOUTH 57°17'15" WEST, A DISTANCE OF 244.57 FEET TO THE **POINT OF BEGINNING**;
THENCE SOUTH 20°55'18" WEST, A DISTANCE OF 336.01 FEET;
THENCE SOUTH 21°59'33" EAST, A DISTANCE OF 105.72 FEET TO THE SOUTHEASTERLY LINE
OF LOT 1 OF SAID PLAT;
THENCE COINCIDENT WITH SAID SOUTHEASTERLY LINE, SOUTH 33°44'34" WEST, A DISTANCE
OF 30.25 FEET;
THENCE NORTH 21°59'33" WEST, A DISTANCE OF 95.86 FEET;
THENCE SOUTH 20°55'18" WEST, A DISTANCE OF 158.84 FEET;
THENCE NORTH 69°04'42" WEST, A DISTANCE OF 25.00 FEET;
THENCE NORTH 20°55'18" EAST, A DISTANCE OF 531.56 FEET;
THENCE SOUTH 69°04'42" EAST, A DISTANCE OF 25.00 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINS 15,809 SQUARE FEET OR 0.3629 ACRES, MORE OR LESS.

I, DARREN R. WOLTERSTORFF, BEING A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS EXHIBIT WAS PREPARED BY ME OR UNDER MY RESPONSIBLE CHARGE, IS IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE, IS ACCURATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, AND IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED.



DARREN R. WOLTERSTORFF, PLS 38281
FOR AND ON BEHALF OF KIMLEY-HORN AND ASSOCIATES, INC.

EXHIBIT A

A PORTION OF LOT 1, COMPARK VILLAGE FILING NO. 13
SITUATED WITHIN THE NW 1/4 OF SEC. 5, T6S, R66W, 6TH P.M.,
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

CHAMBERS ROAD
(140' PUBLIC R.O.W.)

(BASIS OF BEARINGS)
S50°09'08"E 629.92'

NORTHERLY CORNER, LOT 1
RECOVERED CONCRETE NAIL
WITH 0.75" BRASS DISK
STAMPING ILLEGIBLE
FLUSH WITH CONCRETE

LINE TABLE

NO.	BEARING	LENGTH
L1	S88°50'22"W	79.64'
L2	S31°28'01"W	2.46'
L3	N58°31'59"W	12.10'
L4	S31°15'29"W	21.04'
L5	N50°09'08"W	78.94'
L6	N39°50'52"E	25.00'
L7	S50°09'08"E	87.41'
L8	N77°08'01"W	198.46'
L9	S44°08'37"W	53.71'
L10	S20°55'23"W	12.96'
L11	N69°04'37"W	25.00'
L12	N20°55'23"E	18.09'
L13	N44°08'37"E	70.88'
L14	S20°09'08"E	27.75'
L15	S33°44'34"W	30.25'
L16	N69°04'42"W	25.00'
L17	S69°04'42"E	25.00'

PARCEL 1
1,967 S.F.
0.0452 AC.

POINT OF
BEGINNING
PARCEL 2

PARCEL 2
1,945 S.F.
0.0447 AC.

VARIABLE WIDTH
DRAINAGE EASEMENT
REC. NO. 2025024984

LOT 1, COMPARK VILLAGE
FILING NO. 13
REC. NO. 2025024984

PARCEL 3
15,809 S.F.
0.3629 AC.

POINT OF COMMENCEMENT

NORTHERNMOST
EASTERLY CORNER, TRACT A
RECOVERED NO. 5 REBAR WITH
BROKEN YELLOW PLASTIC CAP
STAMPED, PLS "38445"
FLUSH WITH GROUND

POINT OF BEGINNING
PARCEL 1

TRACT D, COMPARK VILLAGE
FILING NO. 4
REC. NO. 20202093908

TRACT A, COMPARK VILLAGE
FILING NO. 13
REC. NO. 2025024984

TRACT B, COMPARK VILLAGE
FILING NO. 8
REC. NO. 2015079841



NOTES:

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

2. THIS DOCUMENT IS NOT A LAND SURVEY PLAT OR AN IMPROVEMENT SURVEY PLAT AND DOES NOT REPRESENT A MONUMENTED LAND SURVEY. IT IS INTENDED TO DEPICT THE ATTACHED PARCEL DESCRIPTION ONLY.

Kimley»Horn

6200 SOUTH SYRACUSE WAY, #300
GREENWOOD VILLAGE, CO 80111

Tel. No. (303) 228-2300
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	CJW	DRW	2024-06-23	196117001	3 OF 3



Request for Town Council Action

Date: September 2, 2025
Submitted By: Bob Exstrom, Project Manager
Reviewed By: Michelle Kivela, Town Manager
Title: **Town Hall Moving & Storage Contract**
Amount: **\$250,015.76**
Contractor: **Buehler Moving Companies**
Department: **Engineering and Public Works, Bob Exstrom**

EXECUTIVE SUMMARY

This item is to award Buehler Moving Companies a contract for moving, storage, and decommissioning services for the Town Hall addition and renovation project in the amount of \$250,015.76.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

JHL is nearing completion of the 32,000 square foot (SF) Town Hall addition and will soon be ready to start the Phase 2 portion of the project. Phase 2 includes a 32,000 SF renovation/remodel of the existing Town Hall and associated sitework.

As a refresher, the new 32,000-SF addition will permanently house 7 departments, including Customer Service, Town Clerk, Community Development, Engineering/PW, Economic Development, Finance, and Human Resources. The 32,000 SF renovated Town Hall will permanently house 6 departments, including Information Technology, Cultural, Municipal Courts, Town Manager's Office, Legal, and Parks & Recreation. Upon occupancy of the renovated Town Hall in spring 2026, Old Town Hall will be vacant except for some stored goods.

Prior to starting the Phase 2 renovations, all employees must vacate existing Town Hall, and the Town must remove all contents from the building, including but not limited to, supplies, files, office furniture, conference room furniture, artwork, vending machines, appliances, equipment, copiers, etc.

Some of the office furniture and contents to be vacated will be redeployed back into the renovated spaces, so it must be stored offsite while the renovation work is completed for approximately 8 months. Some furniture and contents will not be redeployed and require decommissioning by a moving company.

In response to these various service needs, the Town requested a proposal from Buehler Moving Companies (BMC) for moving, storage, and decommissioning services. The Town and Buehler have experience working together from the previous move, and Buehler has a large secured and climate-controlled warehouse that will be rented for temporary storage needs.

Buehler's proposal generally includes efforts to move approximately 88 employees from SunMarke, Town Hall, and Old Town Hall to the new addition, including rental of approximately 600 totes that staff will use to pack all contents moving to the new addition. After totes and IT equipment are packed and labeled by employees, Buehler will move these items to the new addition and reconnect all technology equipment. The effort to move staff is expected to take 1 week starting September 15.

Upon completion of moving staff into their new offices, Buehler's next task is to remove all contents from the existing Town Hall. Select office furniture will be transported to Buehler's warehouse for up to 8 months of storage, and select furniture will be decommissioned (removed from service) by Buehler. The proposal includes removing all hanging artwork from the walls and relocating it to Old Town Hall basement for inventory by Cultural. Finally, the proposal includes moving large volumes of secured files from Town Clerk, Finance, and Human Resources to their permanent locations in the building addition.

In general, the effort is very labor-intensive and requires multiple resources and box trucks to execute. Buehler has the experience, resources, equipment and skills to successfully complete this complicated move, and staff recommends Council approve this contract to keep the Town Hall addition and renovation project on schedule.

FINANCIAL IMPACT

Funding has been appropriated for this contract in the 2025 Town Hall Expansion fund (303-4194). The proposed contract amount includes a 10% owner's contingency held outside the contract by the Town for additional services that may be necessary.

STRATEGIC GOAL(S)



ATTACHMENTS

None

RECOMMENDED MOTION

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



Request for Town Council Action

Date: September 2, 2025

Submitted By: Eli Vidales, Traffic Operations Superintendent

Reviewed By: Michelle Kivela, Town Manager

Title: **Townwide Rectangular Rapid Flashing Beacons**

Amount: **\$138,200**

Contractor: **Gades Sales Co. Inc.**

Department: **Engineering and Public Works, Eli Vadales**

EXECUTIVE SUMMARY

The Traffic Services Division is requesting the purchase of sixteen (16) sets of Rectangular Rapid Flashing Beacons (RRFBs) in 2025 from Gades Sales to enhance pedestrian safety at select roadway crossings. Some of these units will be for new crossings, and a few to replace existing aging or failure-prone units. A typical crossing requires the purchase of two units (one set), so that pedestrians can activate the beacons from either side of the road. One set of RRFBs costs \$8,600 plus shipping. The total purchase cost for all units from Gades Sales is \$138,200.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

In 2019, Town Council approved Resolution No. 19-089 to adopt the Town of Parker Pedestrian Crossing Treatment Guidelines. The Town's adopted policy helps make crossings on collector/arterial roads safer for the traveling public through a variety of methods. One of these methods includes the installation of Rectangular Rapid Flashing Beacons (RRFB) at qualifying crosswalk locations.

For 2025, the Traffic Division has installed RRFBs at seven (7) new locations and replaced older sets from another manufacturer at two (2) locations this year. The Traffic Division is hoping to install seven (7) more sets at new locations by the end of the year, leaving two (2) spares for possible knockdown replacements or for the repair of failures of existing units.

The Traffic Division has decided to standardize products from Carmanah Technologies Corporation, locally sold through Gades Sales Company. Previously, the Town had selected equipment from another manufacturer based on lowest initial cost. However, this equipment has experienced a number of failures and has proven to be unreliable. This has caused safety concerns for pedestrians that have become reliant on these units to feel safe when crossing the road.

Carmanah products have been proven to be the most reliable through Town testing. There have been minimal repairs and deficiencies with the Carmanah units since they were first installed two years ago. The vendor is also including a free trial (three-year) cloud/cellular-based program that allows staff to collect data from the units in the field. The recorded data will allow staff to evaluate their activation/use and whether they are appropriately located based on pedestrian activity. If needed, Carmanah is prepared to provide excellent tech support to assist the Town's technicians with installation, troubleshooting, repair and maintenance.

The Traffic Division intends to first install these units at all crossings that meet the requirements of the pedestrian policy. The older units will ultimately be replaced with Carmanah units when they fail. This will standardize one manufacturer that is more reliant and supported.

FINANCIAL IMPACT

The Town will be utilizing Highway and Streets Capital Projects Roadway Safety Enhancements funding along with Traffic Services general sign funding that has already been budgeted and approved.

STRATEGIC GOAL(S)



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH



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: September 2, 2025

Submitted By: Chris Hudson, Deputy Director of Engineering

Reviewed By: Michelle Kivela, Town Manager

Title: **E-470/ Parker Road/Twenty Mile Road Mobility Improvements (CIP25-029) Preliminary Design**

Amount: \$321,563

Contractor: Felsburg Holt & Ullevig

Department: Engineering and Public Works, Chris Hudson

EXECUTIVE SUMMARY

This agenda item is for the approval of a professional services agreement with Felsburg Holt & Ullevig for the preliminary design services of the E-470/Parker Road/Twenty Mile Road Mobility Improvements (CIP25-029).

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

In 2019, the Engineering/Public Works Department engaged Felsburg Holt & Ullevig (FHU) for the conceptual engineering of proposed improvements to connect the northbound (eastbound) E-470 off-ramp at Parker Road (State Highway 83) with Twenty Mile Road, including improvements to Twenty Mile Road between E-470 and Pine Lane. The conceptual design also included improvements to southbound Parker Road between E-470 and Pine Lane. This proposed capital improvement project scope was included in the 2019 Parker Road Corridor Plan as a potential interim improvement to improve traffic operations on the section of Parker Road between E-470 and Lincoln Avenue. The conceptual (30%) design effort wrapped up in 2020, but due to financial implications of the COVID pandemic, the design was not advanced further. This project became known as the E-470/Parker Road/Twenty Mile Road mobility project as it is projected to improve traffic operations in this area. As part of the prior design effort, coordination with E-470 staff occurred regarding a future potential joint construction project.

Design funding for this proposed improvement is included as part of the approved Town of Parker's 2025 budget and, following several years of follow-up discussion with E-470 staff, the decision was made in mid-2025 to advance the design beyond a conceptual level. This recent coordination between E-470 and Town of Parker staff has resulted in both entities moving forward with proposed 2026 funding for a joint construction project. The 2026 budgets for E-470 and the Town have not yet been approved, but staff has recently received information that the E-470 Board will likely approve a \$2M contribution towards the project as part of their 2026

budget. As a result of this information, Town staff reached out to FHU staff to reengage on this potential project.

This agreement will advance the design to a preliminary (60%) level. This preliminary design effort also includes surveying, geotechnical and subsurface utility engineering (SUE) subconsultants. Staff will request final design and construction budget as part of the 2026 budget process.

FINANCIAL IMPACT

Funding for this agreement has been appropriated in the Highway and Streets Capital Projects Fund (301-4310).

STRATEGIC GOAL(S)

ATTACHMENTS

None

RECOMMENDED MOTION

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



Request for Town Council Action

Date: September 2, 2025

Submitted By: Alex Mestdag, Engineering Service Manager

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 1.660 - Second Reading**
A Bill for an Ordinance Conveying Certain Real Property by Easement to Parker Water and Sanitation District for Tallman Park

Department: Engineering and Public Works, Alex Mestdag

EXECUTIVE SUMMARY

This ordinance proposes to convey a sanitary sewer easement to Parker Water and Sanitation District (PWSD) over a portion of Town-owned open space adjacent to Tallman Park.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

PWSD is proposing to install a new sanitary sewer connection from the existing well house in the open space adjacent to Tallman Park. This new sanitary sewer line would connect to an existing sanitary sewer main north of Tallman Gulch, and would serve the wellhouse and a new water filtration annex that is being proposed by PWSD. The new annex will come before Town Council in a public hearing at a later date.

The proposed sanitary sewer will travel northeast from the existing wellhouse across the open space, bored under Tallman Gulch and the Tallman Gulch Trail, and will connect to the sanitary sewer main in a tract owned by the Idyllwilde HOA. The portion of the alignment that is located on Town property will require an easement to be dedicated to PWSD to allow for the installation, maintenance, and operation of the line.

Town staff has reviewed the alignment and width of the easement, and it is consistent with the corresponding standards and specifications. PWSD will be required to restore all disturbance to the open space, trail, and surrounding areas through a Grading Permit administered by the Town.

This easement is proposed to be dedicated to PWSD without direct payment as part of an ongoing cooperation related to right-of-way and easements between the Town and PWSD.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)



INNOVATE WITH
COLLABORATIVE
GOVERNANCE



PROMOTE A SAFE AND
HEALTHY COMMUNITY

ATTACHMENTS

1. Vicinity Map
2. Ordinance No. 1.660

RECOMMENDED MOTION

I move to approve Ordinance No. 1.660 on second reading.



Sanitary Sewer Easement
Vicinity Map

ORDINANCE NO. 1.660, Series of 2025

TITLE: A BILL FOR AN ORDINANCE CONVEYING CERTAIN REAL PROPERTY BY EASEMENT TO PARKER WATER AND SANITATION DISTRICT FOR TALLMAN PARK

WHEREAS, the Town Council of the Town of Parker desires to convey certain real property to Parker Water and Sanitation District for Tallman Park; and

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

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

Section 1. Approval of Easement Agreement. The Town Council of the Town of Parker hereby approves the Easement Agreement by the Town of Parker conveying certain property to Parker Water and Sanitation District for Tallman Park, which is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to execute the Easement Agreement on behalf of the Town.

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

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

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

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2025.

Joshua Rivero, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2025.

Joshua Rivero, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Jamie Wynn, Town Attorney

EXHIBIT 1

SANITARY SEWER MAIN EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is dated this ____ day of _____, 20__, by THE TOWN OF PARKER, COLORADO (hereafter referred to as “Grantor”), having an address at 20120 E. Mainstreet, Parker, Colorado 80138, and THE PARKER WATER AND SANITATION DISTRICT (hereafter referred to as “Grantee”), a Colorado special district and political subdivision, having an address at 13939 Ancestry Drive, Parker, Colorado 80134 (each a “Party” and collectively the “Parties”).

WHEREAS, Grantee desires to install a sanitary sewer main in certain real property owned by Grantor and situate in Douglas County, Colorado, which real property is more particularly described and depicted in **Exhibit A** attached hereto and incorporated herein (the “Easement Property”); and

WHEREAS, Grantor is willing to grant an easement to Grantee in the Easement Property for the aforesaid purposes, subject to the terms and provisions hereof.

NOW, THEREFORE, for good and valuable consideration to Grantor by Grantee, and for the additional consideration of the performance by the Parties of the terms and conditions hereof, the receipt and adequacy of which are hereby acknowledged, Grantor does hereby grant to Grantee, and Grantee accepts from Grantor, the following Easement as hereinbelow set forth:

1. Grant of Easement. Grantor does hereby grant and convey to Grantee, its successors, assigns, lessees, licensees and agents, a nonexclusive perpetual easement upon, over, under, across and through the Easement Property for the purpose of Grantee’s construction, reconstruction, operation, maintenance and removal of the sewer main required by Grantee from time to time. Grantee shall have the right of ingress and egress over and across the adjacent lands of Grantor to and from the Easement Property as may be necessary in connection with Grantee’s construction, reconstruction, operation, maintenance and removal of the sewer main.

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

(A) Grantee shall protect the Easement Property and the adjacent lands of Grantor over which Grantee has rights of ingress and egress from damage caused in whole or in part by acts or omissions of Grantee, its employees, agents, contractors, subcontractors, assigns, lessees, licensees and agents. Grantee shall clean, cure and correct any such damage to any elements of the Easement Property or the above-referenced adjacent lands, including, but not limited to, all pavement, curbs, gutters, walks, streets, other utilities, structures and other improvements situate therein or thereon, and shall keep all of such property reasonably clean and clear of equipment, building materials, dirt, debris and similar materials. If Grantee fails to clean, cure or correct such damage within fourteen (14) days after notice thereof from Grantor, then Grantor may do so, at Grantee’s expense;

(B) In all activities undertaken on property belonging to Grantor, Grantee and/or its employees, agents, contractors, subcontractors, successors, assigns, lessees and/or licensees shall conduct and construct all work in a good and workmanlike manner; and

(C) Grantee shall not cause or permit to be caused by any of its employees, agents, contractors, subcontractors, successors, assigns, lessees or licensees, any hazardous substances, as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1980 ("CERCLA"), pollutants or contaminants, as defined by CERCLA, or hazardous waste, as defined by the Resource Conservation and Recovery Act ("RCRA"), including, but not limited to, asbestos and/or urea formaldehyde, or any pollutants or toxic pollutants, as defined by the Clean Water Act and any amendments thereto, to be dumped, spilled, released, permanently stored, or deposited on, over or beneath the Easement Property. Any hazardous, toxic or flammable substances used by Grantee, its employees, agents, contractors, subcontractors, successors, assigns, lessees or licensees in the construction, reconstruction, operation, maintenance or removal of the sanitary sewer main shall be utilized in a lawful manner and in compliance with all federal, state and local requirements relating to protection of health or the environment.

3. Grantor's Right of Relocation. In the event that the construction of any other utilities, roadways, or other improvements upon, over, under or across the Easement Property necessitates the relocation and/or encasement of the sanitary sewer main, then Grantor shall, at its sole cost and expense, timely perform or cause the performance of such relocation and/or encasement of the sanitary sewer main.

4. Grantor's Covenants. Grantor covenants and agrees that during the term of this Easement Agreement it shall not plant within or allow to grow into the Easement Property any trees, bushes or other planted material that would interfere with the Grantee's use of the Easement Property, and that it shall not construct any buildings or other improvements within, over or upon the Easement Property without the prior written permission of the Grantee.

5. Indemnification of Grantor by Grantee. Grantee agrees, and hereby does, to the extent permitted by law, indemnify and hold harmless Grantor, any directors, officers employees and agents of Grantor, and any successors or assigns of Grantor, from any costs, expenses, damages, claims or demands incurred or asserted against Grantor as a result of or arising out of the activities of Grantee, its employees, agents, contractors, subcontractors, successors, assigns, lessees or licensees in the construction, reconstruction, operation, maintenance or removal of the sanitary sewer main or otherwise relating to the Grantee's use of the Easement Property.

6. Miscellaneous.

(A) Except as otherwise expressly provided for herein, all provisions herein contained, including the benefits, burdens and covenants, are intended to run with the land and shall be binding upon and inure to the benefit of the respective Parties, their heirs, successors and assigns.

(B) This Easement constitutes the entire agreement between the Parties.

(C) This Easement shall be of no force and effect until the same is duly and validly executed by each of the Parties hereto.

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

GRANTOR:

Town of Parker, Colorado

By: _____
Joshua Rivero, Mayor

ATTEST:

By: _____
Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Town Attorney's Office

GRANTEE:

Parker Water & Sanitation District,
a Colorado special district and political
subdivision

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

ATTEST:

By: _____
Lisa Sindall, Engineering Coordinator

EXHIBIT 'A'

LAND DESCRIPTION
SHEET 1 OF 2

A PARCEL OF LAND BEING A PORTION OF TRACT "T", REATA NORTH, FILING NO. 1, AS RECORDED WITH THE DOUGLAS COUNTY CLERK AND RECORDERS OFFICE AT RECEPTION NO. 2003146594 ON OCTOBER 3RD, 2003. SAID PARCEL LYING WITHIN THE SW 1/4 OF SECTION 25, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M., COUNTY OF DOUGLAS, STATE OF COLORADO. SAID PARCEL BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BASIS OF BEARINGS STATEMENT:

BEARINGS ARE BASED ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M. SAID LINE BEARS S 00°00' 00" W AS CALCULATED FROM THE RECORDED PLAT OF REATA NORTH, FILING NO. 1, AS RECORDED AT RECEPTION NO. 2003146594 OF THE DOUGLAS COUNTY CLERK AND RECORDERS OFFICE.

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 25, TOWNSHIP 6 SOUTH RANGE 66 WEST, OF THE 6TH P.M.. SAID POINT BEING MARKED BY A 2" ALUMINUM CAP (PLS 23053), AS SHOWN ON THE RECORDED PLAT OF REATA NORTH, FILING NO. 1 (REC. NO. 2003146594); THENCE S 00°00' 00" W, ALONG THE WEST LINE OF THE SOUTHWEST ONE QUARTER OF SAID SECTION 25, A DISTANCE OF 2166.56 FEET TO A POINT ON THE EXTENSION OF THE NORTH LINE OF THE PARCEL OF LAND BEING RECORDED AT RECEPTION NO. 2005052122; THENCE N 90°00' 00" E, ALONG THE EXTENSION OF THE NORTH LINE OF SAID PARCEL, A DISTANCE OF 14.43 FEET TO THE NORTHWEST CORNER OF SAID RECEPTION NO. 2005052122; THENCE N 90°00' 00" E, ALONG THE NORTH LINE OF SAID RECEPTION NO. 2005052122, A DISTANCE OF 79.35 FEET, MORE OR LESS TO THE POINT OF BEGINNING;

THENCE N 26°46' 20" E, A DISTANCE OF 266.69 FEET, MORE OR LESS, TO A POINT ON THE NORTH LINE OF TRACT "T", REATA NORTH, FILING NO. 1 (REC. NO. 2003146594). SAID POINT ALSO BEING ON THE SOUTH LINE OF TRACT "Q", REATA NORTH, FILING NO. 1 (REC. NO. 2003146594);

THENCE N 70°00' 00" E, ALONG THE NORTH LINE OF SAID TRACT "T", REATA NORTH, FILING NO. 1 (REC. NO. 2003146594), A DISTANCE OF 16.95 FEET TO AN ANGLE POINT IN SAID TRACT "T";

THENCE S 55°00' 00" E, ALONG THE NORTH LINE OF SAID TRACT "T", REATA NORTH, FILING NO. 1 (REC. NO. 2003146594), A DISTANCE OF 18.59 FEET;

THENCE S 26°46'20" W, LEAVING SAID NORTH LINE, A DISTANCE OF 261.24 FEET, MORE OR LESS, TO THE NORTH LINE OF THAT PARCEL OF LAND BEING RECORDED AT RECEPTION NO. 2005052122;

THENCE N 90°00'00" W, ALONG THE NORTH LINE OF SAID PARCEL BEING RECORDED AT RECEPTION NO. 2005052122, A DISTANCE OF 33.60 FEET, MORE OR LESS, TO THE **POINT OF BEGINNING.**

SAID DESCRIBED PARCEL CONTAINING 8,047.9 SQ. FT. OR 0.185 ACRES, MORE OR LESS.

Prepared for and on behalf of
Cobb, Fendley & Associates
by, Darren Leveille, PLS 38051



COBBFENDLEY PROJECT NO.:	2506-056-01
CLIENT PROJECT NAME:	TETRA TECH
PROPERTY LOCATION:	REATA WELL STIE
DRAWN BY:	DML
DATE:	4/1/25
SCALE:	1" = 60'

 **CobbFendley**
8585 Concord Center Drive Bldg. 1, Suite 300
Englewood, Colorado 80112
PH:720-216-1922

30' SANITARY SEWER EASEMENT - TRACT "T"
A PARCEL OF LAND LOCATED IN
SW1/4 OF SECTION 25,
T6S, R66W, OF THE 6TH P.M.,
COUNTY OF DOUGLAS, STATE OF COLORADO

SHEET NO.
1 OF 2

~ILLUSTRATION~
SHEET 2 OF 2

A circular seal with a rope-like border. The text "COLORADO LICENSED" is at the top, "DARREN M. LEVELL" is in the center, "4/1/25" is below the name, and "38051" is below the date. The words "PROFESSIONAL LAND SURVEYOR" are written around the bottom half of the seal. A signature is written across the bottom of the seal.

2 OF 2



Request for Town Council Action

Date: September 2, 2025

Submitted By: Charles Kudlauskas, Senior Development Review Engineer

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 1.661 - Second Reading**
A Bill for an Ordinance Conveying Certain Real Property by Easement to Parker Water and Sanitation District for Lutheran High School
Department: Engineering and Public Works, Charles Kudlauskas

EXECUTIVE SUMMARY

This ordinance is to convey a water and sanitary sewer easement to Parker Water and Sanitation District (PWSD) over a portion of Town-owned open space within Tract G of the New Horizon Filing 1 Subdivision adjacent to Lutheran High School.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Lutheran High School has submitted a site plan that proposes to construct new athletic fields, a concession building, small ADA parking lot, water quality and detention basin, and utilities. The proposed water line and sanitary sewer connections that cross Town-Owned Tract G of the New Horizon Filing 1 Subdivision will serve the concession building and fire hydrants for the site.

The proposed work consists of two water pipeline connections and one sanitary sewer pipeline connection that will travel west from the Lutheran High School's northern and southern parking lot connections, be bored under Newlin Gulch, and will connect to the water and sanitary sewer main in Lot 1 of the Newlin Horizon Filing 1 Subdivision owned by Lutheran High School. The portion of the two alignment crossings that are located on Town property will require an easement to be dedicated to PWSD by the Town to allow for the installation, maintenance, and operation of the lines.

Town staff has reviewed the alignment and width of the easement, and it is consistent with the corresponding standards and specifications. Lutheran High School will be required to restore all disturbance to the open space, trail, and surrounding areas through a Grading Permit administered by the Town.

This easement is proposed to be dedicated to PWSD without direct payment as part of an ongoing cooperation related to right-of-way and easements between the Town and PWSD.

FINANCIAL IMPACT

The utility improvements proposed with the easement will be the maintenance responsibility of PWSD where the utility installation will be the responsibility of Lutheran High School. There is no financial impact to the Town.

STRATEGIC GOAL(S)

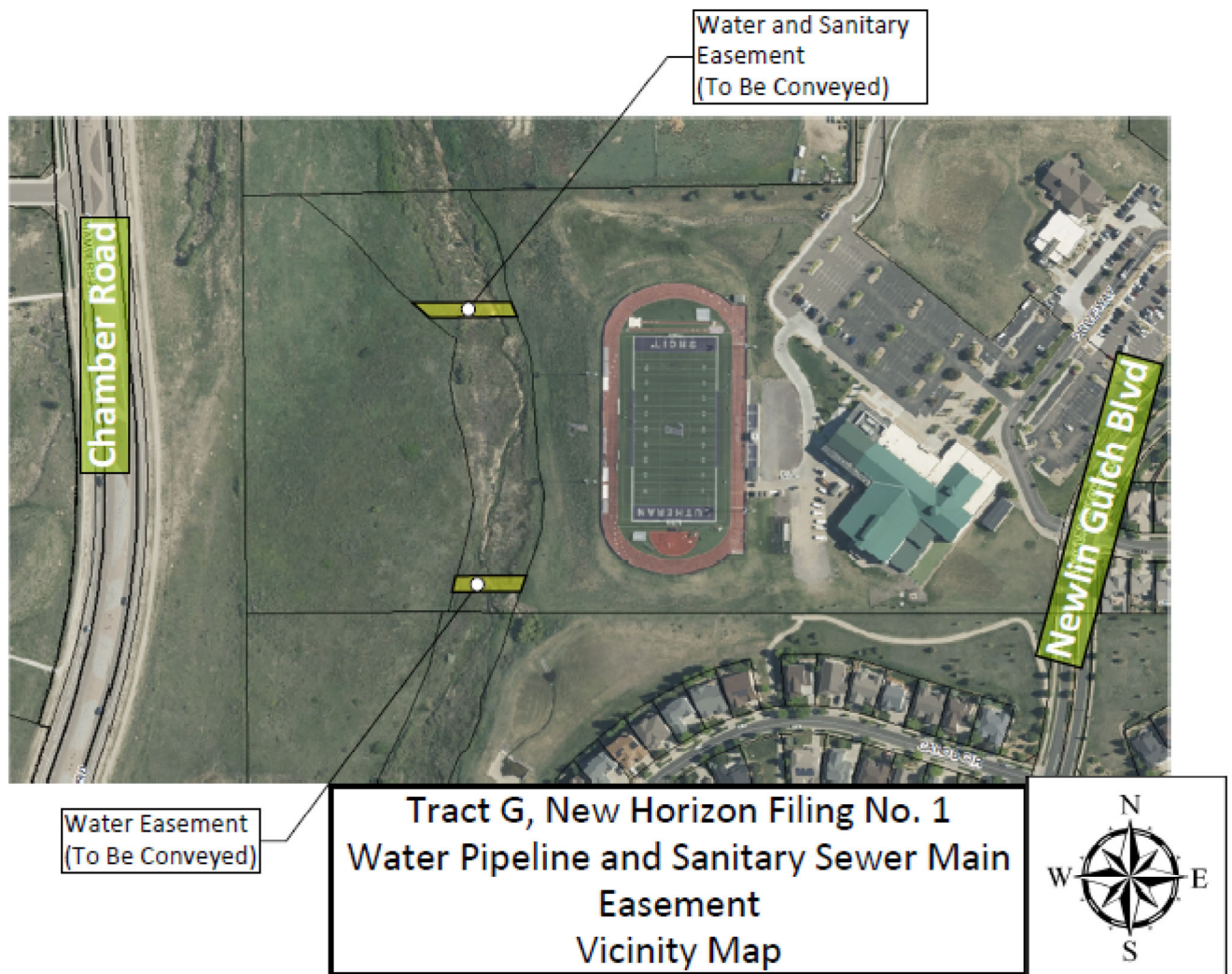


ATTACHMENTS

1. Vicinity Map
2. Ordinance No. 1.661

RECOMMENDED MOTION

I move to approve Ordinance No. 1.661 on second reading.



ORDINANCE NO. 1.661, Series of 2025

TITLE: A BILL FOR AN ORDINANCE CONVEYING CERTAIN REAL PROPERTY BY EASEMENT TO PARKER WATER AND SANITATION DISTRICT FOR LUTHERAN HIGH SCHOOL

WHEREAS, the Town Council of the Town of Parker desires to convey certain real property to Parker Water and Sanitation District for Lutheran High School; and

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

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

Section 1. Approval of Easement Agreement. The Town Council of the Town of Parker hereby approves the Easement Agreement by the Town of Parker conveying certain property to Parker Water and Sanitation District for Lutheran High School, which is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to execute the Easement Agreement on behalf of the Town.

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

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

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

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2025.

Joshua Rivero, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2025.

Joshua Rivero, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Jamie Wynn, Town Attorney

EXHIBIT 1

WATER PIPELINE AND SANITARY SEWER MAIN EASEMENT AGREEMENT

SP24-049 LUTHERAN HIGH SCHOOL

THIS EASEMENT AGREEMENT is dated this ____ day of _____, 20__, by THE TOWN OF PARKER, COLORADO (hereafter referred to as "Grantor"), having an address at 20120 E. Mainstreet, Parker, Colorado 80138, and THE PARKER WATER AND SANITATION DISTRICT (hereafter referred to as "Grantee"), a Colorado special district and political subdivision, having an address at 13939 Ancestry Drive, Parker, Colorado 80134.

WHEREAS, Grantee desires to install a water pipeline and sanitary sewer main in certain real property owned by Grantor and situate in Douglas County, Colorado, which real property is more particularly described and depicted in **Exhibit 1** attached hereto and incorporated herein (the "Easement Property"); and

WHEREAS, Grantor is willing to grant an easement to Grantee in the Easement Property for the aforesaid purposes, subject to the terms and provisions hereof.

NOW, THEREFORE, for good and valuable consideration to Grantor by Grantee, and for the additional consideration of the performance by the parties of the terms and conditions hereof, the receipt and adequacy of which are hereby acknowledged, Grantor does hereby grant to Grantee, and Grantee accepts from Grantor, the following Easement as hereinbelow set forth:

1. Grant of Easement. Grantor does hereby grant and convey to Grantee, its successors, assigns, lessees, licensees and agents, a nonexclusive perpetual easement upon, over, under, across and through the Easement Property for the purpose of Grantee's construction, reconstruction, operation, maintenance and removal of the water pipeline and sewer main required by Grantee from time to time. Grantee shall have the right of ingress and egress over and across the adjacent lands of Grantor to and from the Easement Property as may be necessary in connection with Grantee's construction, reconstruction, operation, maintenance and removal of the water pipeline and sewer main.

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

(A) Grantee shall protect the Easement Property and the adjacent lands of Grantor over which Grantee has rights of ingress and egress from damage caused in whole or in part by acts or omissions of Grantee, its employees, agents, contractors, subcontractors, assigns, lessees, licensees and agents. Grantee shall clean, cure and correct any such damage to any elements of the Easement Property or the above-referenced adjacent lands, including, but not limited to, all pavement, curbs, gutters, walks, streets, other utilities, structures and other improvements situate therein or thereon, and shall keep all of such property reasonably clean and clear of equipment, building materials, dirt, debris and similar materials. If Grantee fails to clean, cure or correct such damage within fourteen (14) days after notice thereof from Grantor, then Grantor may do so, at Grantee's expense;

(B) In all activities undertaken on property belonging to Grantor, Grantee and/or its employees, agents, contractors, subcontractors, successors, assigns, lessees and/or licensees shall conduct and construct all work in a good and workmanlike manner; and

(C) Grantee shall not cause or permit to be caused by any of its employees, agents, contractors, subcontractors, successors, assigns, lessees or licensees, any hazardous substances, as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1980 ("CERCLA"), pollutants or contaminants, as defined by CERCLA, or hazardous waste, as defined by the Resource Conservation and Recovery Act ("RCRA"), including, but not limited to, asbestos and/or urea formaldehyde, or any pollutants or toxic pollutants, as defined by the Clean Water Act and any amendments thereto, to be dumped, spilled, released, permanently stored, or deposited on, over or beneath the Easement Property. Any hazardous, toxic or flammable substances used by Grantee, its employees, agents, contractors, subcontractors, successors, assigns, lessees or licensees in the construction, reconstruction, operation, maintenance or removal of the water pipeline shall be utilized in a lawful manner and in compliance with all federal, state and local requirements relating to protection of health or the environment.

3. Grantor's Right of Relocation. In the event that the construction of any other utilities, roadways, or other improvements upon, over, under or across the Easement Property necessitates the relocation and/or encasement of the water pipeline or sanitary sewer main, then Grantor shall, at its sole cost and expense, timely perform or cause the performance of such relocation and/or encasement of the water pipeline or sanitary sewer main.

4. Indemnification of Grantor by Grantee. Grantee agrees, and hereby does, to the extent permitted by law, indemnify and hold harmless Grantor, any directors, officers employees and agents of Grantor, and any successors or assigns of Grantor, from any costs, expenses, damages, claims or demands incurred or asserted against Grantor as a result of or arising out of the activities of Grantee, its employees, agents, contractors, subcontractors, successors, assigns, lessees or licensees in the construction, reconstruction, operation, maintenance or removal of the water pipeline or sanitary sewer main or otherwise relating to the Grantee's use of the Easement Property.

5. Miscellaneous.

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

(B) This Easement constitutes the entire agreement between the parties.

(C) This Easement shall be of no force and effect until the same is duly and validly executed by each of the parties hereto.

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

GRANTOR:

Town of Parker, Colorado

By: _____
Joshua Rivero, Mayor

ATTEST:

By: _____
Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Town Attorney's Office

GRANTEE:

Parker Water & Sanitation District,
a Colorado special district and political
subdivision.

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

ATTEST:

By: _____
Lisa Sindall, Engineering Coordinator

**EXHIBIT A
LEGAL DESCRIPTION**

TWO 30-FOOT-WIDE PARCELS OF LAND BEING PORTION TRACT G, NEW HORIZON SUBDIVISION FILING NO. 1, IN THE TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO, PER PLAT RECORDED JULY 11, 2003 AT RECEPTION NO. 2003103692, IN THE OFFICIAL RECORDS OF SAID COUNTY, LYING WITHIN THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 66 WEST, 6TH PRINCIPAL MERIDIAN, SAID TOWN, COUNTY AND STATE, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL A

COMMENCING AT THE SOUTHWEST CORNER OF LOT 1, BLOCK 1 OF SAID PLAT OF HORIZON SUBDIVISION FILING NO. 1;

THENCE NORTH 31°49'06" EAST, A DISTANCE OF 678.82 FEET TO THE WESTERLY BOUNDARY OF SAID TRACT G AND THE **POINT OF BEGINNING**;

THENCE ALONG SAID WESTERLY BOUNDARY, NORTH 49°47'45" WEST, A DISTANCE OF 45.99 FEET;

THENCE DEPARTING SAID WESTERLY BOUNDARY, NORTH 89°29'14" EAST, A DISTANCE OF 195.34 FEET TO THE EASTERLY BOUNDARY OF SAID TRACT G;

THENCE ALONG SAID EASTERLY BOUNDARY, SOUTH 21°27'35" EAST, A DISTANCE OF 32.12 FEET;

THENCE DEPARTING SAID EASTERLY BOUNDARY, SOUTH 89°29'14" WEST, A DISTANCE OF 171.97 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 5,510 SQUARE FEET OR 0.126 ACRES, MORE OR LESS.

PARCEL B

COMMENCING AT THE SOUTHWEST CORNER OF LOT 1, BLOCK 1 OF SAID PLAT OF HORIZON SUBDIVISION FILING NO. 1;

THENCE NORTH 86°40'39" EAST, A DISTANCE OF 401.49 FEET TO THE WESTERLY BOUNDARY OF SAID TRACT G AND THE **POINT OF BEGINNING**;

THENCE ALONG SAID WESTERLY BOUNDARY, NORTH 12°05'01" EAST, A DISTANCE OF 5.35 FEET;

THENCE CONTINUING ALONG SAID WESTERLY BOUNDARY, NORTH 14°25'10" EAST, A DISTANCE OF 25.57 FEET;

THENCE DEPARTING SAID WESTERLY BOUNDARY, NORTH 89°56'18" EAST, A DISTANCE OF 133.65 FEET TO THE EASTERLY BOUNDARY OF SAID TRACT G;

THENCE ALONG SAID EASTERLY BOUNDARY, SOUTH 19°21'13" WEST, A DISTANCE OF 31.78 FEET;

THENCE DEPARTING SAID EASTERLY BOUNDARY, SOUTH 89°56'18" WEST, A DISTANCE OF 130.60 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 3,966 SQUARE FEET OR 0.091 ACRES, MORE OR LESS.

ILLUSTRATION ATTACHED AND MADE A PART HEREOF.

ANTHONY K. PEALL, PLS 38636
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVENUE, SUITE 1, LITTLETON, CO 80122

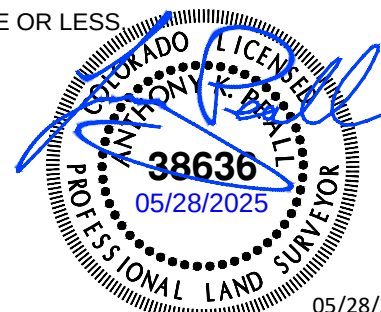
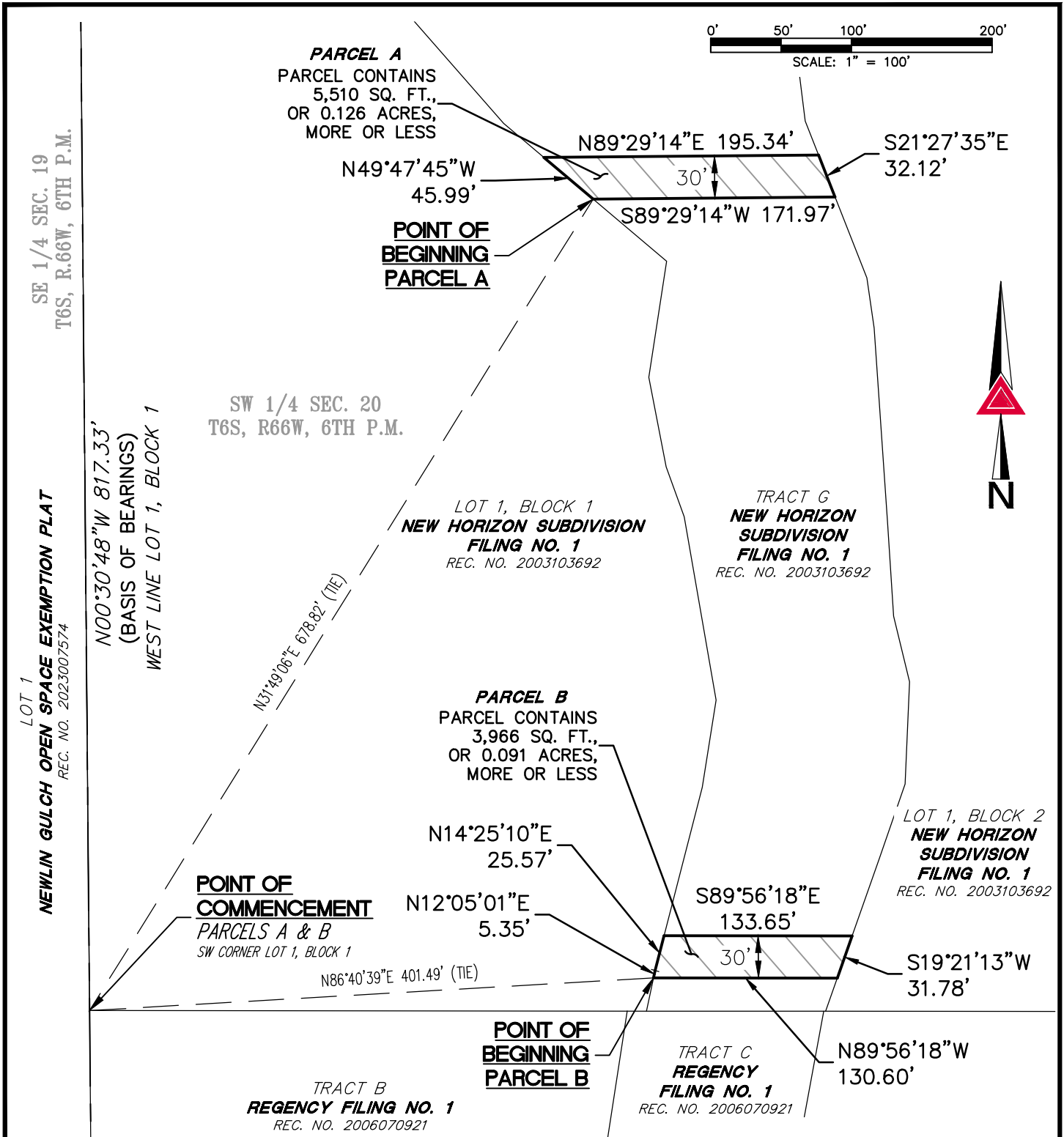


ILLUSTRATION TO EXHIBIT A



NOTE: THIS ILLUSTRATION DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.



AZTEC
CONSULTANTS, INC.

300 East Mineral Ave. Suite 1
Littleton, Colorado 80122
Phone: (303)713-1898
Fax: (303)713-1897
www.aztecconsultants.com

ACCESS EASEMENT-PWSD & TOWN OF PARKER SOUTHWEST 1/4 SECTION 20, T6S, R66W, 6TH P.M. TOWN OF PARKER, DOUGLAS COUNTY, COLORADO

PATH: Q:\126421-01 - LUTHERAN HIGH SCHOOL\DWG\EXHIBITS\126421-01 LUTHERAN - PWSD & TOWN ACCESS ESMT.DWG
JOB NUMBER: 126421-01 DATE: 5/28/2025 DWG: TP CHK: AKP 2 OF 2 PAGES



Request for Town Council Action

Date: September 2, 2025

Submitted By: Michael Lawson, Assistant Town Manager

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 4.93.7 - Second Reading**
A Bill for an Ordinance to Amend Chapter 11.04 of the Parker Municipal Code Concerning the Parker Fire Protection Code
Department: Town Manager, Michael Lawson

EXECUTIVE SUMMARY

This ordinance updates several provisions in Chapter 11.04 of the Parker Municipal Code to align with the transition of fire/life safety permitting and inspection services from the Town to South Metro Fire Rescue (SMFR) as well as some clean-up based on minor updates to the International Fire Code (IFC).

The primary change in the ordinance amends the Town's Fire Protection Code by designating SMFR, rather than the Town of Parker's Chief Building Official, as the authority for interpreting and enforcing the fire code.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

To improve operational efficiency and reduce duplicated costs for fire/life safety (FLS) services, the Town of Parker is transitioning FLS services back to SMFR, which provided these services prior to 2015. This includes responsibilities such as fire and building plan reviews, inspections, community event compliance, mobile vendor oversight, and fire permit approvals. This shift brings Parker in line with other municipalities and counties within SMFR's service area. Previously, Parker was the only municipality in the SMFR service area providing its own FLS services.

Accordingly, the proposed ordinance updates designate SMFR, rather than the Town's Chief Building Official, as the official authority for fire code interpretation and enforcement. Additionally, since the prior amendment to the Parker Fire Protection Code, the current adopted version of the IFC had some minor updates to the numbering of certain provisions, this amendment also makes the Parker Fire Protection Code's numbering consistent with that of the IFC.

FINANCIAL IMPACT

Transition of the FLS function to SMFR will result in an annual net savings of approximately \$58,000 for the Town. The savings comes from the elimination of 2 FTE in the Building Division of the Community Development Department. Cost savings are partially offset by a loss of permit and plan review fee revenue.

The Town is proposing a one-time payment in 2025 to SMFR of \$50,900 to assist the district with start-up costs for absorbing the FLS function. That one-time payment will be proposed to the Council in a separate intergovernmental agreement.

STRATEGIC GOAL(S)



PROMOTE A SAFE AND
HEALTHY COMMUNITY



INNOVATE WITH
COLLABORATIVE
GOVERNANCE

ATTACHMENTS

1. Ordinance No. 4.93.7

RECOMMENDED MOTION

I move to approve Ordinance No. 4.93.7 on second reading.

ORDINANCE NO. 4.93.7, Series of 2025

TITLE: A BILL FOR AN ORDINANCE TO AMEND CHAPTER 11.04 OF THE PARKER MUNICIPAL CODE CONCERNING THE PARKER FIRE PROTECTION CODE

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

Section 1. Section 11.04.040 of the Parker Municipal Code is amended to read as follows:

11.04.040 Definitions.

Fire Code Official, wherever used in the International Fire Code, shall mean the Chief ~~Building Official of Parker, Colorado, except of South Metro Fire Rescue Fire Protection District or any other such qualified individual employed by South Metro Fire Rescue Fire Protection District to which the Chief specifically delegates such authority, unless~~ as otherwise provided herein. In the event there is a conflict in the information or application of the Fire Code, the Chief ~~Building Official of South Metro Fire Rescue Fire Protection District~~ will resolve such conflicts.

Section 2. Section 11.04.050 of the Parker Municipal Code is amended to read as follows:

11.04.050 Amendments.

The International Fire Code, as adopted by this Chapter, is hereby amended as follows (article numbers correspond with those in the International Fire Code):

* * *

(4) Amend Section ~~109111~~.1, Board of appeals established, to read:

"~~109111~~.1 Board of appeals established. In order to hear and decide appeals of orders, decisions or determinations made by the fire code official relative to the application and interpretation of this code, there shall be a board of appeals. The board of appeals shall be the Regional Fire Code Board of Appeals and shall hold office at its pleasure."

* * *

(7) Amend Section 202, General Definitions, by the addition of a new definition, *approved side of the building*, ~~and by amending the definition of Fire Code Official~~ to read:

"Approved side of the building shall account for at least twenty-five percent (25%) of the building perimeter and will be determined by the fire code official.

~~"Fire Code Official shall mean the Chief Building Official of Parker, Colorado."~~

* * *

(8) ~~Add a new Section 401.1.1, Fire Code Official, to read:~~[Intentionally left blank.]

~~"401.1.1 Fire Code Official. Wherever Fire Code official is referred to in this Chapter, it shall mean the Chief of the South Metro Fire Rescue Authority."~~

* * *

(26) Amend Section ~~5708.2~~ 5806.2, Locations where above-ground tanks are prohibited (geographic limits in which the storage of flammable cryogenic fluids in stationary containers outside of buildings is prohibited), by the addition of the following:

"The storage of flammable cryogenic fluids in stationary containers outside of buildings shall conform to the provisions of the Town of Parker Zoning Ordinances."

* * *

Section 3. Section 11.04.060 of the Parker Municipal Code is amended to read as follows:

11.04.060 Violation; penalty.

In addition to the penalty provisions contained in the Parker Fire Protection Code, any person who violates any of the provisions of this Chapter shall be guilty of a misdemeanor and, upon conviction thereof, shall be fined the sum of not more than four hundred ninety-nine dollars (\$499.00) for each such violation. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

Section 4. Safety Clause. The Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Parker, that it is promulgated for the health, safety and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Town Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained. The Town Council further finds that the title to this Ordinance was posted in two public places two days before the Town Council meeting, as provided by Section 7.5e. of the Town of Parker Home Rule Charter.

Section 5. Severability. If any clause, sentence, paragraph or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

Section 6. Effective Date. This Ordinance shall become effective ten (10) days after final publication.

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2025.

Joshua Rivero, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2025.

Joshua Rivero, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Jamie Wynn, Town Attorney



Request for Town Council Action

Date: September 2, 2025

Submitted By: Michael Lawson, Assistant Town Manager

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 9.390 - Second Reading**
A Bill for an Ordinance to Approve the Intergovernmental Agreement
For Payment of Start-Up Costs for Fire/Life Safety Services By and
Between the Town of Parker and the South Metro Fire Rescue Fire
Protection District

Department: Town Manager, Michael Lawson

EXECUTIVE SUMMARY

This intergovernmental agreement (IGA) outlines the financial arrangement between the Town of Parker and the South Metro Fire Rescue Fire Protection District (SMFR) related to the transition of fire/life safety (FLS) services from the Town to SMFR. The Town will provide a one-time payment of \$50,900 to assist SMFR with start-up costs related to this transition, which includes onboarding staff and acquiring necessary equipment.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town is proposing the permanent transition of FLS plan review, permitting, and inspections from the Town's Community Development Department to SMFR. The move of FLS is anticipated to streamline FLS services for customers and improve service delivery overall. A small annual cost savings for the Town is also expected. SMFR began offering FLS services in the Town on an interim basis starting July 14, 2025.

This IGA is being proposed to defray startup costs for SMFR as it absorbs FLS services in the Town of Parker. The amount of \$50,900 for a one-time payment was suggested by SMFR.

This IGA is connected with Ordinance No. 4.93.7, which was also on this Council agenda.

FINANCIAL IMPACT

The one-time proposed payment to SMFR is \$50,900. The expenditure would be made from the 2025 budget.

STRATEGIC GOAL(S)



ATTACHMENTS

1. Ordinance No. 9.390

RECOMMENDED MOTION

I move to approve Ordinance No. 9.390 on second reading.

ORDINANCE NO. 9.390, Series of 2025

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE INTERGOVERNMENTAL AGREEMENT FOR PAYMENT OF START-UP COSTS FOR FIRE/LIFE SAFETY SERVICES BY AND BETWEEN THE TOWN OF PARKER AND THE SOUTH METRO FIRE RESCUE FIRE PROTECTION 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 Intergovernmental Agreement For Payment of Start-Up Costs for Fire/Life Safety Services by and between the Town of Parker and the South Metro Fire Rescue Fire Protection 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. Effective Date. This Ordinance shall become effective ten (10) days after final publication.

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2025.

Joshua Rivero, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2025.

Joshua Rivero, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Jamie Wynn, Town Attorney

EXHIBIT 1

INTERGOVERNMENTAL AGREEMENT FOR PAYMENT OF START-UP COSTS FOR FIRE/LIFE SAFETY SERVICES

THIS INTERGOVERNMENTAL AGREEMENT FOR PAYMENT OF START-UP COSTS FOR FIRE/LIFE SAFETY SERVICES (this “Agreement”) is made and entered into this _____, by and between the Town of Parker, a Colorado home rule municipality (the “Town”), and South Metro Fire Rescue Fire Protection District, a quasi-municipal corporation and political subdivision under the State of Colorado (“SMFR”).

RECITALS

- A. The Town of Parker has provided fire/life safety services, including fire and building plan reviews, inspections, community event compliance, mobile vendor oversight, and fire permit approvals (the “Services”), to Town of Parker residents since 2015.
- B. On September 2, 2025, Town Council approved Ordinance No. 4.93.7, which formally transitions the Services back to SMFR.
- C. In order to facilitate a smooth transition of the Services, the Town has agreed to pay SMFR a one-time payment to assist with SMFR’s start-up costs associated with absorbing the Services, which are anticipated to include onboarding new staff and the acquisition of vehicles, hardware, software licenses, uniforms, and workplace setup.

AGREEMENT

NOW, THEREFORE, for and consideration of the mutual covenants, agreements, conditions and undertakings hereinafter specified, the Town and SMFR agree as follows:

- 1. **Town’s Responsibilities.** On or before September 30, 2025, the Town shall pay to SMFR the lump sum amount of Fifty Thousand Nine Hundred and 00/100 Dollars (\$50,900.00). The Town shall not be responsible for any additional funding for the Services beyond that amount.
- 2. **SMFR’s Responsibilities.** SMFR shall only use the funds provided by the Town for start-up costs associated with the transition of the Services from the Town to SMFR.
- 3. **Records.** SMFR shall maintain complete and accurate financial and operational records of all expenditures incurred using funds provided under this Agreement. Such records shall include, but are not limited to, invoices, receipts, payroll documentation, and procurement records directly related to start-up costs associated with the transition of the Services from the Town to SMFR. These records shall be retained by SMFR for a period of not less than three (3) years following payment from the Town to SMFR. The Town shall have the right, under reasonable advance notice, to inspect, audit, and copy such records during regular business hours to ensure compliance with the terms of this Agreement.
- 4. **Notices.** Notices shall be given in writing and shall be deemed received if given by: (i) electronic mail when transmitted, if transmitted on a business day and during normal business hours of the recipient, and otherwise on the next business day following

transmission; (ii) certified mail, return receipt requested, postage prepaid, three (3) business days after being deposited in the United States mail; or (iii) overnight carrier service or personal delivery, when received. Notice shall be given to the parties at the following addresses:

To the Town: Town of Parker
 Attn: Town Manager
 20120 E. Mainstreet
 Parker, Colorado 80138
 mkivela@parkerco.gov

and (send to all) Town of Parker
 Attn: Legal/Town Attorney
 20120 E. Mainstreet
 Parker, Colorado 80138
 contracts@parkerco.gov

To SMFR: South Metro Fire Rescue Fire Protection District
 Attn: Chief Governmental Affairs Officer
 9195 E. Mineral Avenue
 Centennial, Colorado 80112
 Mike.dellorfano@southmetro.org

5. **Miscellaneous.**

- a. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, excluding conflicts of laws provisions, and venue for any and all actions shall be in the County of Douglas, State of Colorado.
- b. Severability. If any term, section or other provision of this Agreement shall, for any reason, be held to be invalid or unenforceable by a court of competent jurisdiction, the invalidity or unenforceability of such term, section or other provision shall not affect any of the remaining provisions of this Agreement.
- c. Waiver. No term or condition of this Agreement shall be deemed to have been waived by either party unless the waiver is in writing and signed by both parties or their duly-authorized representatives. The failure of a party to enforce any right arising under this Agreement on one or more occasions will not operate as a waiver of that or any other right on that or any other occasion. No waiver by either party of any right, term or condition of this Agreement shall be deemed or construed as a waiver of any other right, term or condition, nor shall a waiver of any breach hereof be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different provision of this Agreement.
- d. No Third-Party Beneficiaries. The enforcement of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the Town and SMFR. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever

by any other third person, nor shall anything contained in this Agreement be construed as a waiver of any provision of the Colorado Governmental Immunity Act, C.R.S. §24-10-101, et seq., as amended. It is the express intention of the Town and SMFR that any such person or entity, other than the Town or SMFR, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

- e. Execution by Counterparts; Electronic Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The parties approve the use of electronic signatures for execution of this Agreement. All documents must be properly notarized, if applicable. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§24-71.3-101 to -121.

[Remainder of page intentionally blank. Signatures on following page.]

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

TOWN OF PARKER, COLORADO

By: _____
Joshua Rivero, Mayor

Date: _____

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Town Attorney's Office

**SOUTH METRO FIRE RESCUE FIRE
PROTECTION DISTRICT**

By: *John Curtis*
[John Curtis \(Jul 29, 2025 11:47:04 MDT\)](#)
John Curtis, Fire Chief

Date: 07/29/2025



Request for Town Council Action

Date: September 2, 2025
Submitted By: Kelsey Hall, Assistant Town Attorney
Reviewed By: Michelle Kivela, Town Manager
Title: **Town Council Support of Ballot Questions for November 4, 2025 Election**
Department: **Town Council**

EXECUTIVE SUMMARY

Town Council has called a special election for November 4, 2025. With this special election, Town Council has referred five questions for the voters to consider that would update the Charter. As permitted by the Fair Campaign Practices Act, the Town Council may adopt a resolution in support of these ballot questions. The purpose of this item is for Town Council to consider adopting a resolution in support of each individual ballot question.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

At the August 4, 2025, Town Council meeting, Town Council voted to refer five ballot questions to the voters for their consideration at the November 5, 2025, special election. If passed, these questions would make updates to the Charter. The ballot questions are intended to promote better and more efficient governance by making necessary updates as the Town's population has increased over the years.

Section 2.9 Vacancies

This question would make two changes to Section 2.9: 1) it would create a vacancy in the position of Councilmember or Mayor when that person is elected or appointed to another elected or partisan office; and 2) it would update the process by which Town Council fills a vacancy.

a) When a vacancy occurs

Section 2.9 of the Charter currently lists 8 circumstances when a seat is determined to become vacant. Similar to the question adding new Section 3.11 above, this question would cause a Councilmember's or the Mayor's position to immediately become vacant when that person assumes another elected or partisan office, if elected or appointed to such office while serving as the Mayor or a Councilmember. This language is intended to ensure that the Charter is consistent if Section 3.11 is approved by the voters. It will also independently ensure that the Mayor and Councilmembers are unable to hold multiple elected or partisan positions concurrently. Most importantly, it will effectuate the intent of Section 3.11 by creating a vacancy by operation of law upon the individual's assumption of a second elected or partisan

position, whereas Section 3.11 simply prohibits that scenario.

Please refer to the Section on the proposed Section 3.11 to the Charter for a more detailed discussion on the prohibition against holding multiple offices simultaneously.

b) The process to fill a vacancy

This question would also update and clarify the process for filling a vacancy. Currently, when a vacancy occurs, Town Council must appoint someone to fill the seat or call a special election not less than 10 and no more than 30 days after the vacancy occurs. This can create significant timing issues, especially if a vacancy occurs as a result of a November election, as the holidays make it difficult to meet and go through a full process. This question would therefore increase the timeline to 1) enable the remaining Councilmembers and the Mayor (if applicable) to meet to discuss their desired course of action without having to rush into a decision; 2) provide more opportunity for applicants if an appointment process is to be chosen to submit their application and go through the process; and 3) provide sufficient time for all the necessary meetings to occur to fill the vacancy.

20 days is simply too short of a timeline to make such a critical decision, as it involves weighing factors such as the cost of calling a special election, the amount of time left in the term of the vacant seat, the quality of applicants to fill the seat if an appointment process is chosen, etc. Furthermore, an extended timeline would enable greater transparency in the process to fill a vacancy by permitting more discussion at regularly-scheduled meetings. Currently, the short timeline causes Councilmembers to schedule meetings whenever possible to make the decision to fill the vacancy, which can result in meetings held during odd hours or non-business days. A longer timeline would allow for a robust, transparent process to fill future vacancies.

Furthermore, if an appointment process is chosen, the longer timeline would allow any applicants to fully consider if this is the right position for them and to have sufficient time to go through an application process. This should result in high-quality candidates for any appointment.

Section 3.4 Conflict of Interest

Section 3.4 of the Charter prohibits Councilmembers from having conflicts of interest with the Town. This includes voting on any matters in which the Councilmember has a conflict. Conflicts most often arise when the individual has a personal or financial stake in the matter to be considered by Town Council.

When the Charter was originally drafted, the Town had a strong mayor form of government. This meant that the Mayor was considered to be a member of Town Council. Town of Parker voters later voted to change to a Council-Manager form of government, which changed the role of the Mayor to a separate position; however, this Charter Section was not updated to reflect that change. This question, if passed, would clarify that both the Mayor and Town Councilmembers are required to comply with Section 3.4 of the Charter.

Updating the Charter to clearly identify that both the Mayor and all Town Councilmembers are to be held to the same ethical standard is an important step to ensuring that all present and future

Town elected officials can be held accountable for their actions while in office. This is a commonsense update that is intended to bolster trust in the Town's government.

Section 3.11 Multiple Offices

The Town's Charter does not currently prohibit elected officials from serving in more than one office at a time. This means that, hypothetically, a Town Councilmember could serve in this position as well as another elected position, like a county commissioner. It is common to prohibit the holding of multiple offices at other levels of government, including at the federal and state level. If passed, this question would similarly prohibit Town Councilmembers and the Mayor from holding more than one elected or partisan office at a time.

Adopting this new section would help ensure that good governance principles are enshrined into the Charter. The Town does significant work with other governmental entities, including Douglas County, the Douglas County School District, other municipalities, and our State representatives. Due to these relationships, an elected official serving in more than one office simultaneously may face numerous votes that could affect both organizations, which would result in a conflict of interest. By prohibiting multiple officeholding, the citizens of the Town can be sure that their Councilmember or the Mayor has undivided loyalty to the Town, rather than having to balance the needs of this community against the needs of another body that they represent.

Next, pursuant to Section 2.5 of the Charter, the Mayor and Town Councilmembers are elected on a non-partisan basis. If an individual were to serve as a Town elected official and then also be elected or appointed to a partisan office, that could impact the non-partisan character of Town Council and the Mayor's office, in violation of the Charter. This ballot question would therefore reduce the potential for partisanship in Town elections.

Section 6.2 Board of Adjustment and Appeals

The Town Charter created a Board of Adjustment and Appeals, which is intended to hear and determine appeals from the refusal of building permits, violation of zoning ordinances, and to make exceptions to zoning regulations. This Board has not received any appeals in the past 15 years. Additionally, the Planning Commission already has the power to consider variances from the Town's zoning ordinance. If passed, this question would repeal this whole section. Town staff propose to then add the duties of the Board of Adjustment and Appeals to the Planning Commission's duties.

It makes little sense to appoint individuals to a commission that is required to exist but which has not had any reason to convene in over a decade. Instead, it is a better use of the Town's resources to shift the duties of the Board of Adjustment and Appeals to the Planning Commission, which oversees similar subject matter and meets regularly. This will preserve the citizens' rights to an appeal and ensure that such appeals can be timely heard by an entity that regularly convenes.

Section 15.6 Contracts with Other Governmental Entities

Section 15.6 of the Charter requires Town Council to approve agreements with other governmental entities through ordinance. Ordinances are typically for enacting legislation

(laws). Approval of agreements with other governmental entities is traditionally done by resolution in municipal government. Ordinances require two readings (at two separate Council meetings) to pass. This means that the approval of an agreement with another government can take up to a full month, whereas other agreements can be approved at just one meeting (i.e. contract approved by resolution). The Town enters into many contracts with other governmental entities each year, therefore, approving each one by ordinance has become cumbersome. If passed, this question would streamline operations by allowing all contracts with governmental entities to be approved at just one meeting. This can speed up projects and lead to greater efficiency.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)



**FOSTER COMMUNITY
CREATIVITY AND
ENGAGEMENT**



**INNOVATE WITH
COLLABORATIVE
GOVERNANCE**



**DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH**

ATTACHMENTS

1. Resolution No. 25-051
2. Resolution No. 25-052
3. Resolution No. 25-053
4. Resolution No. 25-054
5. Resolution No. 25-055

RECOMMENDED MOTION

I move to approve Resolution No. 25-051.
I move to approve Resolution No. 25-052.
I move to approve Resolution No. 25-053.
I move to approve Resolution No. 25-054.
I move to approve Resolution No. 25-055.

RESOLUTION NO. 25-051, Series of 2025

**TITLE: A RESOLUTION OF THE TOWN COUNCIL SUPPORTING THE
PASSAGE OF BALLOT QUESTION 2A CONCERNING TOWN COUNCIL
VACANCIES AND THE APPOINTMENT PROCESS**

WHEREAS, Douglas County is conducting a coordinated election on November 4, 2025;

WHEREAS, the Town Council has placed five ballot measures on the November 4, 2025, ballot to amend the Charter;

WHEREAS, Ballot Question 2A concerns when a vacancy occurs in the position of Town Councilmember or the Mayor, as well as the process to fill a vacancy when it occurs.

WHEREAS, Section 2.9 of the Charter currently lists several scenarios when the Mayor's or a Town Councilmember's position becomes vacant prior to the time that someone is elected to fill the seat, and the process to fill that vacancy when it occurs.

WHEREAS, for the reasons set forth in the previous section, in order to prohibit the Mayor or a Councilmember from serving in more than one elected or partisan office while serving as the Mayor or a Town Councilmember for the Town, Section 2.9 must be amended to immediately create a vacancy in that position when the individual holding it assumes their secondary office;

WHEREAS, if Ballot Question 2A does not pass, but Ballot Question 2C does pass, then the remaining Town Councilmembers and the Mayor, if applicable, as well as the citizens of the Town of Parker, may have limited remedies to require the Mayor or a Town Councilmember holding more than one elected or partisan office to vacate one of those offices, in order to comply with the Charter;

WHEREAS, Section 2.9 of the Charter currently requires Town Council to appoint someone to fill a vacancy or to call a special election to fill the vacancy not less than 10, and no more than 30, days after the vacancy occurs;

WHEREAS, this timeline can cause many issues with the process to fill the vacancy, especially if the vacancy occurs as a result of the Mayor or a Councilmember being elected to another office as a result of the November election, as a newly elected Mayor or Councilmember would not be sworn in for purposes of their Town Council set until December and the holidays not make it difficult to meet and go through a full process in the 20 days allotted by the Charter, but also could impact the ability of citizens to have time to submit their interest for an appointed position, should the Town Council decide to proceed with an appointment process;

WHEREAS, Town Council meets on the first and third Mondays of each month and needs a quorum of at least three Councilmembers to conduct business;

WHEREAS, having only 20 days to either appoint someone to Town Council or to call a special election often requires Councilmembers to call special meetings, which may be difficult to schedule, especially around the holidays;

WHEREAS, Ballot Question 2A would lengthen the timeline to appoint or call a special election, which will enable the remaining Councilmembers and Mayor (if applicable) to fully discuss the options without rushing into a decision, provide more opportunity for applicants to an appointment process to submit their application and go through the process, and provide sufficient time for Town Council to hold all of the necessary meetings to fill the vacancy; and

WHEREAS, passage of Ballot Question 2A would therefore result in the Mayor or a Town Councilmember who is elected or appointed to another elected or partisan office vacating their seat upon assumption of that new office and would update the process to fill vacancies to allow sufficient time for a well-considered and transparent decision by Town Council.

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 2.9 of the Charter to create a vacancy in the position of Mayor or Town Councilmember when that individual assumes another elected or partisan position and to update the process to fill a vacancy.

RESOLVED AND PASSED this _____ day of _____, 2025.

TOWN OF PARKER, COLORADO

Joshua Rivero, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

RESOLUTION NO. 25-052, Series of 2025

**TITLE: A RESOLUTION OF THE TOWN COUNCIL SUPPORTING THE
PASSAGE OF BALLOT QUESTION 2B CONCERNING TOWN COUNCIL
CONFLICT OF INTEREST PROVISIONS**

WHEREAS, Douglas County is conducting a coordinated election on November 4, 2025;

WHEREAS, the Town Council has placed five ballot measures on the November 4, 2025, ballot to amend the Charter;

WHEREAS, Ballot Question 2B concerns the application of the Town's Conflict of Interest provisions to both the Mayor and Town Councilmembers;

WHEREAS, Section 3.4 of the Charter currently prohibits Town Councilmembers from voting or participating in a discussion on any question in which that individual has a conflict of interest;

WHEREAS, when the Charter was originally drafted, the Town had a strong mayor form of government, which meant that the Mayor was considered to be a member of Town Council;

WHEREAS, the Town of Parker citizens later voted to change to a Council-Manager form of government, which changed the nature of the Mayor's role so that the Mayor is no longer considered a member of Council;

WHEREAS, Section 3.4 was not amended to reflect that change, and therefore it does not explicitly state that the Mayor must also abide by the Charter's prohibition on participation in a matter in which an individual has a conflict of interest;

WHEREAS, holding the Mayor and Town Councilmembers to the same ethical standards promotes good governance and safeguards against a Mayor inappropriately voting on or participating in a discussion on a matter in which that person may not have only the Town's interests in mind

WHEREAS, holding the Mayor to the same ethical standards as the Town Councilmembers also promotes transparency; and

WHEREAS, passage of Ballot Question 2B would amend the Charter to prohibit *both* the Mayor and all Town Councilmembers from voting on or participating in a discussion on any question in which that person has a conflict of interest.

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 3.4 of the Charter to require both the Mayor and Town Councilmembers to comply with the Charter's conflict of interest provisions.

RESOLVED AND PASSED this _____ day of _____, 2025.

TOWN OF PARKER, COLORADO

Joshua Rivero, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

RESOLUTION NO. 25-053, Series of 2025

TITLE: A RESOLUTION OF THE TOWN COUNCIL SUPPORTING THE PASSAGE OF BALLOT QUESTION 2C CONCERNING MULTIPLE OFFICES TO PROHIBIT THE MAYOR OR ANY TOWN COUNCILMEMBER FROM SIMULTANEOUSLY SERVING IN ANY OTHER OFFICE

WHEREAS, Douglas County is conducting a coordinated election on November 4, 2025;

WHEREAS, the Town Council has placed five ballot measures on the November 4, 2025, ballot to amend the Charter;

WHEREAS, Ballot Question 2C concerns the ability of the Mayor and Town Councilmembers to serve in more than one elected or partisan position while serving as the Mayor or a Town Councilmember;

WHEREAS, the Charter does not currently prohibit the Mayor or a Town Councilmember from serving in another elected or partisan position at the same time as they are serving as the Mayor or a Town Councilmember;

WHEREAS, the Mayor and Town Councilmembers frequently work with other governmental entities, including other municipalities, counties, special districts, and the State of Colorado, in conducting Town business;

WHEREAS, pursuant to Section 2.5 of the Charter, elections shall be nonpartisan;

WHEREAS, if the Mayor or a Town Councilmember were to simultaneously serve in their elected position with the Town and another elected office, this could create a significant conflict of interest when they need to vote on issues that impact both entities they represent;

WHEREAS, serving in more than one office simultaneously may cast doubt on the Mayor's or Town Councilmember's ability to represent the Town of Parker, because it will be impossible to determine if that individual is only considering the Town's interests, or is acting on behalf of the other entity that they represent when making decisions that impact the Town;

WHEREAS, serving in more than one office simultaneously could significant impact a Mayor's or Town Councilmember's ability to provide sufficient time to adequately represent the Town of Parker, because of the needs and time requirements for each individual organization;

WHEREAS, serving in a partisan role in addition to their role as Mayor or Town Councilmember may violate Section 2.5 of the Charter because it will expose that individual's partisan affiliation;

WHEREAS, it is common to prohibit the holding of multiple offices in other levels of government, including for State and Federal offices; and

WHEREAS, passage of Ballot Question 2C would therefore prohibit the Mayor and the Town Councilmembers from simultaneously holding another elected or partisan office while serving in their role as Mayor or Town Councilmember of the Town of Parker.

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 add Section 3.11 to the Charter to prohibit the Mayor and Town Councilmembers from simultaneously holding more than one elected or partisan office.

RESOLVED AND PASSED this _____ day of _____, 2025.

TOWN OF PARKER, COLORADO

Joshua Rivero, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

RESOLUTION NO. 25-054, Series of 2025

**TITLE: A RESOLUTION OF THE TOWN COUNCIL SUPPORTING THE
PASSAGE OF BALLOT QUESTION 2D CONCERNING THE REPEAL OF
THE BOARD OF ADJUSTMENT AND APPEALS**

WHEREAS, Douglas County is conducting a coordinated election on November 4, 2025;

WHEREAS, the Town Council has placed five ballot measures on the November 4, 2025, ballot to amend the Charter;

WHEREAS, Ballot Question 2D concerns the Board of Adjustment and Appeals;

WHEREAS, Section 6.2 of the Charter currently establishes a Board of Adjustment and Appeals, which was created to hear and determine appeals from the refusal of building permits, violation of zoning ordinances, and to make exceptions to zoning regulations.

WHEREAS, this Board has not received any appeals within the past 15 years;

WHEREAS, Section 6.2 of the Charter requires Town Council to appoint members to this Board, even if it has no current business before it;

WHEREAS, the Town also has a Planning Commission, which has the power to, among other things, consider variances from the Town's zoning ordinances;

WHEREAS, in order to create efficiencies by eliminating the need to appoint individuals to a Board that does not meet regularly, generally has no specific business to discuss, and because it has not received any appeals in over a decade, it would be desirable to repeal this section of the Charter and amend the Planning Commission ordinance to give the Planning Commission the duties of the Board of Adjustment and Appeals;

WHEREAS, passage of Ballot Question 2D would result in no change to the rights of the Town's citizens, because the duties of the Board of Adjustment and Appeals would be transferred to a commission that meets regularly and addresses similar subject matter to that of the Board of Adjustment and Appeals; and

WHEREAS, passage of Ballot Question 2D would therefore repeal Section 6.2 of the Charter so that Town Council may amend the Planning Commission ordinance to assume the duties described in this Section.

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 repeal Section 6.2 of the Charter to eliminate the Board of Adjustment and Appeals.

RESOLVED AND PASSED this _____ day of _____, 2025.

TOWN OF PARKER, COLORADO

Joshua Rivero, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

RESOLUTION NO. 25-055, Series of 2025

**TITLE: A RESOLUTION OF THE TOWN COUNCIL SUPPORTING THE
PASSAGE OF BALLOT QUESTION 2E CONCERNING CONTRACTS
WITH OTHER GOVERNMENTAL ENTITIES BY ORDINANCE**

WHEREAS, Douglas County is conducting a coordinated election on November 4, 2025;

WHEREAS, the Town Council has placed five ballot measures on the November 4, 2025, ballot to amend the Charter;

WHEREAS, Ballot Question 2E concerns the process to approve agreements between the Town and other governmental entities.

WHEREAS, Section 15.6 of the Charter currently requires Town Council to approve agreements with other governmental entities by ordinance;

WHEREAS, ordinances are traditionally used to enact legislation and require two readings at two separate Town Council meetings;

WHEREAS, this is an incredibly inefficient way to approve agreements with other governmental entities, because the ordinance process can take at least a month and this results in the Town being less able to respond in a timely manner to coordinate with other entities to serve its citizens;

WHEREAS, the Town enters into many contracts with other governmental entities each year, therefore approving each agreement by ordinance has made the approval process cumbersome;

WHEREAS, other agreements entered into with private entities do not require an ordinance for approval and can be approved at one meeting;

WHEREAS, many other municipalities and governmental entities do not require an ordinance or multiple readings to approve agreements with other governmental entities; and

WHEREAS, passage of Ballot Question 2E would therefore repeal Section 15.6 of the Charter, which will enable Town Council to speed up the process to approve agreements with other governmental entities, resulting in more efficient timelines to accomplish projects and provide for greater efficiency overall.

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 2E to repeal Section 15.6 of the Charter to eliminate the requirement that agreements with other governmental entities be approved by ordinance.

RESOLVED AND PASSED this _____ day of _____, 2025.

TOWN OF PARKER, COLORADO

Joshua Rivero, Mayor

ATTEST:

Chris Vanderpool, Town Clerk