

TOWN OF PARKER COUNCIL AGENDA
September 4, 2018

Notes:

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

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

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

1. **TOWN COUNCIL MEETING SCHEDULE**

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

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

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

2. **SPECIAL PRESENTATIONS**

3. **PARKER CHAMBER OF COMMERCE UPDATES**

4. **DOWNTOWN BUSINESS ALLIANCE UPDATES**

5. **PUBLIC COMMENTS 3 Minute Limit (No action will be taken on these items)**

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

7. **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 20, 2018*

B. *JOINT ACCESS EASEMENT TERMINATION AGREEMENT-Monarch Lincoln Meadows, LLC, as the successor to Strawberry Tierra, Inc.*

Department: Engineering/Public Works, Alex Mestdagh

- C. *ORDINANCE NO. 1.515 - First Reading*
A Bill for an Ordinance Conveying Certain Real Property by Easement to Parker Water and Sanitation District for Tract B, Reata West Filing No. 1, 2nd Amendment
Department: Alex Mestdagh
Second Reading: October 1, 2018
- D. *ORDINANCE NO. 1.516 - First Reading*
A Bill for an Ordinance to Indemnify the Mayor, Town Council, Town Employees and Town Appointed Officials Against Pending and Threatened Legal Action by Vista South, LLC, and Mountain Waste-South Metro LLC
Department: Town Attorney, Jim Maloney
Second Reading: September 17, 2018
- E. *ORDINANCE NO. 1.517 - First Reading*
A Bill for an Ordinance to Approve the Memorandum of Understanding Regarding the Douglas County Subregional Transportation Forum By and Among the Following Agencies: City of Aurora, City of Castle Pines, City of Littleton, City of Lone Tree, Town of Castle Rock, Town of Larkspur, Town of Parker and Douglas County
Department: Engineering/Public Works, Chris Hudson
Second Reading: September 17, 2018
- F. *ORDINANCE NO. 1.466.4- First Reading*
A Bill for an Ordinance to Amend Section 2.3 of the Town of Parker Personnel Manual Concerning Employment of Relatives Nepotism
Department: Human Resources, Tamara Dixon
Second Reading: September 17, 2017
- G. *ORDINANCE NO. 9.277 - First Reading*
A Bill for an Ordinance to Approve the Intergovernmental Agreement Between the Town of Parker and Stonegate Village Metropolitan District Regarding Public Improvements Security
Department: Engineering/Public Works, Chris Hudson
Second Reading: September 17, 2018
- H. *ORDINANCE NO. 5.28.23- First Reading*
A Bill for an Ordinance to Amend Various Sections of Title 5, Section 6.02.020, Section 8.08.010, Section 11.17.020, Section 13.13.010, and Section 13.13.020 of the Parker Municipal Code Concerning Alcohol Beverages and Marijuana
Department: Town Attorney, Jim Maloney
Second Reading: September 17, 2018

- I. *ORDINANCE NO. 1.518 - First Reading*
A Bill for an Ordinance to Approve the Memorandum of Understanding Household Chemical Roundup Program Between Tri-County Health Department, the District Public Health Agency of the Counties of Adams, Arapahoe and Douglas, Colorado, and the Town of Parker
Department: Engineering/Public Works, Jacob James
Second Reading: September 17, 2018
- J. *ORDINANCE NO. 9.278 - First Reading*
A Bill for an Ordinance Approving the Intergovernmental Agreement Between the Town of Parker, Colorado, and Reata Ridge Village Metropolitan District Nos. 1-2
Department: Town Attorney, Jim Maloney
Second Reading: September 17, 2018
- K. *ORDINANCE NO. 1.477.2 - First Reading*
A Bill for an Ordinance to Approve the Second Amendment to Easement for Vehicle Parking and Other Use of Right-of-Way
Department: Engineering/Public Works, Alex Mestdagh
Second Reading: September 17, 2018
- L. *PARCEL 1, CHALLENGER PARK FILING NO. 1 - Easements*
Department: Engineering/Public Works, Alex Mestdagh
- (1) *RESOLUTION NO. 18-059*
A Resolution Accepting the Conveyance of the First Amendment to Sight Distance Easement Agreement from the Solomon Foundation for Parcel 1, Challenger Park Filing No. 1
- (2) *RESOLUTION NO. 18-060*
A Resolution Accepting the Conveyance of a Drainage Easement Agreement from the Solomon Foundation for Parcel 1, Challenger Park Filing No. 1

8. **PUBLIC HEARINGS**

RESOLUTION NO. 18-061

A Resolution to Approve the Service Plan for Meadowlark Metropolitan District

Department: Town Attorney, Jim Maloney

9. **ADJOURNMENT**

Parker Town Council

Executive Session Agenda

September 4, 2018

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

1. *Ironstone Condominium at Stroh ranch Association, et al., v. Town of Parker, et al.*, Douglas County District Court, Case No. 2018CV30050

2. *Vista South, LLC, et al., v. City of Centennial, et al.*, Douglas County District Court, Case No. 2018CV030354

**TOWN OF PARKER COUNCIL
MINUTES
AUGUST 20, 2018**

Mayor Mike Waid opened the meeting at 5:30 P.M. All Councilmembers were present.

Town Attorney Jim Maloney announced that the topics for discussion in Executive Session were four items. Under C.R.S. § 24-6-402(4)(f) there was one item concerning the Town Administrator Evaluation Process; under C.R.S. § 24-6-402(4)(b) there were two items, the first was to receive legal advice on specific legal questions on the terminated Reinstatement of and Fifth Amendment to Agreement for the Sale and Purchase of Land (TAP House Property) and the second was to receive legal advice on specific legal questions on Section 13.10.110 of the Parker Municipal Code concerning tree and shrub replacement; under C.R.S. § 24-6-402(4)(e) there was one item concerning a proposed Third Amended and Restated Establishing Contract for the E-470 Public Highway Authority.

EXECUTIVE SESSION

Amy Holland moved and Joshua Rivero seconded to go into Executive Session to consider personnel matters, pursuant to C.R.S. § 24-6-402(4)(f), to hold a conference with the Town's attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b) and to determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e).

The motion was approved unanimously.

Mayor Waid left the meeting at 6:14 P.M. Mayor Pro Tem John Diak presided over the remainder of the meeting.

Joshua Rivero moved and Debbie Lewis seconded to come out of Executive Session at 6:56 P.M.

The motion was approved unanimously.

REGULAR SESSION

Mayor Pro Tem John Diak reconvened the meeting at 7:03 P.M.

John Diak led the Council and audience in the Pledge of Allegiance.

PARKER CHAMBER OF COMMERCE UPDATES – None

PUBLIC COMMENTS

Mike Appleby, 11605 Blackmoor St., stated that Parker is the most transparent city that he has ever lived in. Mr. Appleby requested that Council not cut officers' training and equipment and to look at the number of officers needed.

Eric Johanson, 10548 E. Stone Meadow Drive (Douglas County) asked how Town happenings are communicated to the residents. Wanted to know if he had to submit questions in writing to get answers.

Julian Veraski (sp), 17525 Wilde Ave. (Douglas County). advised she did not know if the Master Plan was comprehensive and would like it updated.

REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL

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

CONSENT AGENDA

- A. *APPROVAL OF MINUTES - August 6, 2018*
- B. *RESOLUTION NO. 18-054*
A Resolution to Adopt the Town of Parker Policy Manual
Department: Dannette Robberson, Assistant to the Town Administrator
- C. *RESOLUTION NO.18-057*
A Resolution Assigning and Transferring to Douglas County Housing Partnership All of the Town of Parker's 2018 Private Activity Bond Volume Cap Allocation from the State Ceiling for Private Activity Bonds, and Authorizing the Execution and Delivery of an Assignment and Other Documents in Connection Therewith
Department: Community Development, Carolyn Washee-Freeland
Community Development, Bryce Matthews
- D. *RESOLUTION NO. 18-058*
A Resolution to Extend the Expiration Date of the Final Plats for the Trails at Crowfoot Filing Nos. 1 through 13 through December 31, 2018
Department: Engineering/Public Works, Alex Mestdagh
- E. *CONTRACTS OVER \$100,000*
 - 1. *Contract Modification - Sierra Middle School Detention Pond Improvements (CIP 18-017)*
Amount: \$11,246.30
Contractor: Iron Woman Construction & Environmental Services, LLC
Department: Engineering/Public Works, Kurt Patrick

Joshua Rivero moved and Debbie Lewis seconded to approve Consent Agenda Items 5A through 5E.

The motion was approved unanimously

PUBLIC HEARINGS

A. PARKER POINTE - Annexation and Zoning

Applicant: Parker and Stroh, LLC
Location: Southeast Corner of Parker Road and Stroh Road
Department: Community Development, Paul Workman
TRAKiT Nos.: ANX17-008 and Z17-024

- (1) **RESOLUTION NO. 18-055**
A Resolution to Set Forth Town Council's Findings of Fact and Conclusions as to the Eligibility of the Parker Pointe Property for Annexation into the Town of Parker
- (2) **ORDINANCE NO. 2.262 - Second Reading**
A Bill for an Ordinance Approving and Accomplishing the Annexation of Contiguous Unincorporated Territory Known as the Parker Pointe Property in Douglas County
- (3) **ORDINANCE NO. 3.337 - Second Reading**
A Bill for an Ordinance Zoning Certain Property Within the Town of Parker, Colorado, Known as the Parker Pointe Property to Modified Commercial District and OS-Open Space District Pursuant to the Town of Parker Land Development Ordinance and Amending the Zoning Ordinance and Map to Conform Therewith
- (4) **ANNEXATION AGREEMENT**

7:20 P.M.

Attorney Jim Maloney asked that the title of the ordinance be corrected. It should state: "...to Modified Commercial District and OS-Open space District..."

The applicant has submitted applications to annex the property into the Town of Parker and zone it for future commercial use. According to the Parker 2035 Master Plan, the subject property is located within the Town's Urban Growth Area in a designated Community Center. The Community Center designation is for locations that are planned for mixed commercial development which serves multiple neighborhoods. The applicant's proposal to annex and zone the property for future commercial development and open space is therefore consistent with the Master Plan.

On July 26, 2018 the Planning Commission recommended that Town Council approve the Modified Commercial and open space zoning application and on August 6, 2018. Town Council approved the annexation and zoning ordinances on first reading.

The applicant has also submitted a Minor Development Plat (MDP) application to subdivide the property into 14 commercial development parcels with access driveways, a tract for drainage and open space. The MDP is still under review and will be scheduled for public hearing once all review comments have been addressed.

Applicant

The applicant was available for questions.

Public Comment

Eric Johanson, 10548 E. Stone Meadow Dr. (unincorporated Douglas County) advised that he would help relocate the prairie dogs.

Siobhan Roder-Cox, 42943 Vista Ridge Rd. (Elbert County), suggested Town can annex property and purchase it as open space. She stated that everything is being destroyed (prolong antelope, Prebles Meadow Jumping Mouse, etc.).

Jeff Toborg, 11765 Crow Hill Dr., asked for clarification of modified commercial zoning.

Dwayne Heightman, 18624 E. Mainstreet, Parker, asked why a turn lane wasn't created.

Terry Dodd, 14450 Marborough Dr., asked the feasibility of keeping the structure on this property.

Amanda Sigerhasen (?), 9157 Bayou Gulch Rd. (unincorporated Douglas County), gave history of the site.

Kenneth Ramsey, 3862 Elm Ave. (unincorporated Douglas County), gave his concerns regarding prairie dogs and the Prebles Meadow Jumping Mouse.

The Public Hearing was closed at 7:45 P.M.

Questions asked by the audience were answered as follows:

- Prairie dogs are state issues.
- Prebles Meadow Jumping Mouse – the area in green zoned as open space are surveyed boundaries of the mice. Open space does not allow development.
- Cottonwood Trees – the majority of cottonwoods will be preserved and some will be removed. The developer will pay mitigation fee as part of the removal fee.
- Modified Commercial – the commercial is for commercial only; there is no property in the Town of Parker that allows this zoning.
- The access traffic is specifically related to a minor development plat and the applicant is working with CDOT; the access for Stroh will be shared.

- Raptor nest – staff also observed this. This is a state requirement and no construction will take place during the nesting period.
- The home is in severe disrepair and any preservation efforts would be significant at best, if feasible.

Applicant

The applicant stated that they will follow state law regarding the prairie dogs. If citizens have methods, they would look at them. He stated that it is difficult to find a place to relocate the prairie dogs.

They checked with the Town regarding prairie dogs and they have no set regulations. He stated that they have no intention of poisoning the prairie dogs. The four individuals who were at the Planning Commission meeting were asked to call him but he had not heard from anyone. They are more than willing to work something out if it is reasonable.

Amy Holland moved to approve Resolution No. 18-055.

Renee Williams seconded the motion.

The motion was approved unanimously.

Debbie Lewis moved to approve Ordinance No. 2.262 on second reading.

Joshua Rivero seconded the motion.

Renee Williams moved to approve Ordinance No. 3.337 on second reading.

Amy Holland seconded the motion.

The motion was approved unanimously.

Joshua Rivero moved to approve the Annexation Agreement.

Josh Martin seconded the motion.

The motion was approved unanimously.

B. KIME RANCH - Annexation (To be Continued to a Date Uncertain)

Applicant: Shannon Robbins, Brookfield Residential

Location: Generally Located at the Northwest of the Sunset Ridge Neighborhood in the Vicinity of Crestone Needles Drive

Department: Community Development, Paul Workman

TRAKit No.: ANX17-007

(1) ORDINANCE NO. 2.263

A Bill for an Ordinance Approving and Accomplishing the Annexation of

**Contiguous Unincorporated Territory Known as the Kime Ranch Property
in Douglas County**

Josh Martin moved to continue Ordinance No. 2.263 to a date uncertain.

Joshua Rivero seconded the motion.

The motion was approved unanimously.

**C. TAX AND FEE ASSISTANCE PROGRAM AGREEMENT FOR MAINSTREET
PIER, LLC**

Department: Economic Development, Matt Carlson

Amy Holland recused herself since she is an employee of the developer.

8:05 P.M.

The owners of Twenty Mile Village Hotel, Mainstreet Pier, L.L.C. have filed an application with the Town to participate in the Town of Parker Tax and Fee Assistance Program (TAP), pursuant to Parker Municipal Code 4.02. The planned development will consist of a four-story and 51,000 square foot independent boutique hotel with ground floor retail for 4 to 6 tenants on 1.7 acres.

The planned hotel represents a significant investment in the Town of Parker and our Downtown area. The hotel involves a total capital investment of approximately \$19 million with an estimated core and shell valuation of approximately \$14 million. The business estimates employment of approximately 50 full-time positions with salaries that range from \$36,000 to \$120,000 when fully operational. The planned restaurant and retail operations will result in approximately 150 additional part-time and full-time jobs.

The applicant has started initial construction activities with project completion in 2019.

Applicant: Mike May, 12936 Arezzo Circle, Parker, CO, gave a brief summary of this project.

Public Comment

- Jalene (sp) asked why the prior development didn't go through. Wanted to know if it would cause problems with parking or traffic.
- Mitch Trevey stated it was good to see this project.
- Terry Dodd asked if this was strictly a TAP request and not a TIP request. He thought it was the right location.

The Public Hearing was closed at 8:19 P.M.

It was explained that due to a number of different reasons, parking, site and a number of issues raised led to the project failing.

Parking and roads, while not addressed as part of this item, will be addressed at a later time by the planner.

Debbie Lewis moved to approve the Tax and Fee Program Assistance Agreement for Mainstreet Pier, LLC.

Renee Williams seconded the motion.

The motion was approved unanimously.

Amy Holland returned to the meeting at 8:25 P.M.

ORDINANCES

A. ORDINANCE NO. 3.147.6 - Second Reading

A Bill for an Ordinance to Amend Sections 13.02.010, 13.06.070 and 13.07.030 of the Parker Municipal Code Concerning Residential Roadway Buffer Standards

Department: Community Development, Carolyn Parkinson
Community Development, Bryce Matthews

The Town of Parker has experienced substantial growth and development over the past few years including single-family housing. Much of this residential development has occurred on challenging in-fill sites, with remaining filings located within larger master planned neighborhoods. The design quality of these projects has become a concern because new residential development is being squeezed onto smaller lots and pushed closer to major roads in response to economic pressures such as increased land and construction costs.

In response, the Town has identified the problem with inadequate residential roadway buffers or adequate space between residential lots and major roads as an issue to be addressed. The Town's Land Development Ordinance (LDO) currently lacks any standards that address the requirement for and design of residential buffers with new housing development. The Community Development Department has spent the past two years analyzing the issue, consulting with residential developers, preparing standards and testing them to ensure technical feasibility.

In summary, the proposed LDO amendment would establish a standard for residential roadway buffers where none currently exists. The amendment will require applicants for new single-family detached and attached residential development to incorporate a landscaped buffer between the back of residential lots and adjacent major roads designed as arterials and collectors. This new standard will respond to the Town's concerns about quality of new residential development, ensure an appropriate buffer between major roads and residential lots, mitigate nuisance impacts such as noise, promote a desirable visual environment along public rights-of-way and preserve community character including quality of life.

Public Comment – None

Josh Martin moved to approve Ordinance No. 3.147.6 on second reading.

Debbie Lewis seconded the motion.

The motion was approved unanimously.

B. ORDINANCE NO. 5.06.42 - Second Reading

A Bill for an Ordinance to Amend Section 7.03.020 of the Parker Municipal Code Concerning Restrictions on Use of Motorized Vehicles on Public or Private Recreational Areas

Department: Town Attorney, Jim Maloney

The purpose of this amendment is to allow the operation of vehicles on public property, if authorized by the Town Administrator or designee, as a part of a community event, and to allow the operation of vehicles on privately owned recreational areas by employees or agents of the owner of such property.

Public Comment – None

Debbie Lewis moved to approve Ordinance No. 5.06.42 on second reading.

Amy Holland seconded the motion.

The motion was approved unanimously.

The meeting was adjourned at 8:36 P.M.

Carol Baumgartner, Town Clerk

Mike Waid, Mayor



Request for Town Council Action

Date: September 4, 2018

Submitted By: Alex Mestdagh, Engineering Service Manager

Reviewed By: Michelle Kivela, Town Administrator

Title: **JOINT ACCESS EASEMENT TERMINATION AGREEMENT-Monarch Lincoln Meadows, LLC, as the successor to Strawberry Tierra, Inc.**

Department: Engineering/Public Works, Alex Mestdagh

EXECUTIVE SUMMARY

This item proposes to terminate a Joint Access Easement between the Town and Lincoln Meadows, LLC, for Lots 2A-2 and 2B-2 of Lincoln Meadows Filing No. 1.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

In December of 2007, the Town entered into a Joint Access Agreement with Strawberry Tierra, Inc, regarding two adjacent lots owned by the parties within the Lincoln Meadows development. The Town was the owner of Lot 2A-2, Lincoln Meadows Filing No. 1; Strawberry Tierra, Inc was the owner of Lot 2B-2 of the same development.

This agreement requires each party to provide access through their lot via reciprocal easements to the benefit of the other property. The agreement requires the Town to provide an access through Lot 2A-2 is required to the access point on Lincoln Meadows Parkway (currently serving the Parker Police Department), and the owner of Lot 2B-2 to provide an access through Lot 2B-2 to the access points on Twenty Mile Road. This arrangement was intended to provide flexibility for both properties as they developed, with additional opportunities for access for the public and for emergency response, as it was not clear at that time what would develop on either lot.

Lot 2B-2 has since been purchased by Monarch Lincoln Meadows, LLC, who is currently processing a Site Plan to develop the property as industrial/commercial flex space. The

proposed development layout will not require an access through Lot 2A-2. Town staff has revisited this issue to determine if Lot 2A-2 will need an access through 2B-2. Lot 2A-2 is planned to be developed for municipal uses, likely as additional space for the Police Department, and a public connection to the west would be undesirable for a public facility. Accommodating an access to the west would also have impacts to the future layout of Lot 2A-2, and another access would not be required to meet emergency access requirements.

For these reasons, Town Staff desires to terminate this agreement, to which Monarch Lincoln Meadows, LLC has agreed. This item accompanies a termination agreement that would remove this obligation from both properties.

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)



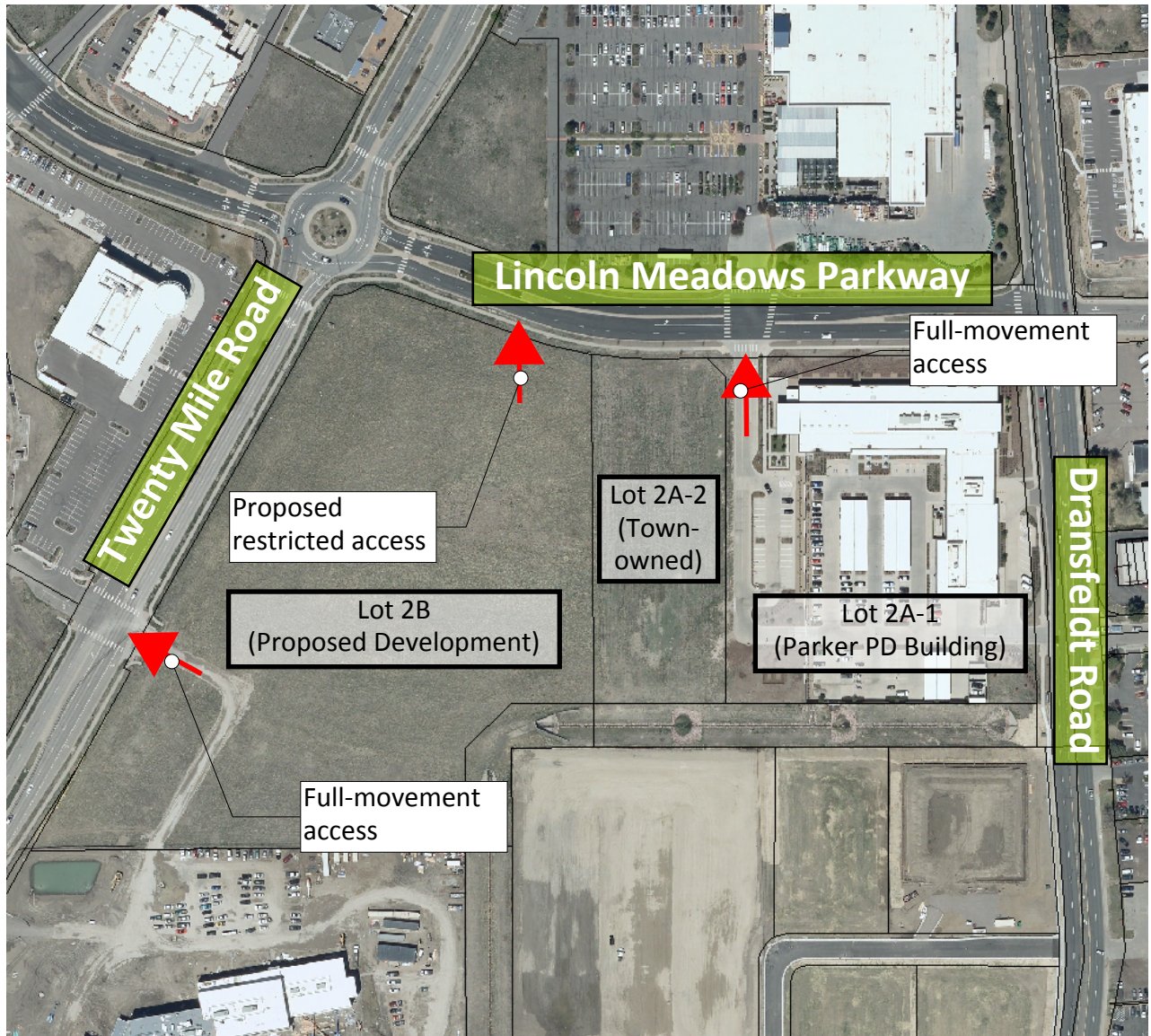
DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH

ATTACHMENTS

1. Vicinity Map
2. Joint Access Easement Termination Agreement

RECOMMENDED MOTION

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



Lincoln Meadows Access Easement
Vicinity Map



JOINT ACCESS EASEMENT TERMINATION AGREEMENT

This JOINT ACCESS AGREEMENT (this "Agreement") is entered into this ____ day of _____, 2018, by and between the Monarch Lincoln Meadows, LLC, a Colorado limited liability company, whose legal address is 823 S. Perry St. #120, Castle Rock, Colorado 80104 ("Lot 2B Owner"), and the Town of Parker, a Colorado home rule municipality, whose legal address is 20120 E. Mainstreet, Parker, Colorado 80138 (the "Town"). The Lot 2B Owner and the Town are sometimes collectively referred to herein as the "Parties."

RECITALS

- A. The Town and Strawberry Tierra, Inc., entered into the Joint Access Agreement, which is attached hereto as **Exhibit A**, and incorporated by this reference (the "Joint Access Agreement");
- B. The Lot 2B Owner is successor in interest to Strawberry Tierra, Inc;
- C. The Parties desire to terminate the Joint Access Agreement in its entirety.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, together with the mutual covenants and promises herein set forth, it is hereby agreed as follows:

- 1. The above recitals are hereby incorporated into and made a part of this Agreement.
- 2. The Town and the Lot 2B Owner hereby terminate the Joint Access Agreement in its entirety.
- 3. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.
- 4. This Agreement will be recorded in the real property records of the Douglas County Clerk and Recorder's Office.
- 5. This Agreement contains the complete and entire agreement between the parties concerning the matters set forth herein, and neither party makes any warranties, express or implied, except those (if any) expressly set forth in this Agreement.
- 6. This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Colorado.
- 7. The invalidation or unenforceability in any particular circumstances of any of the provisions of this Agreement will in no way affect any of the other provisions hereof, which will remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Agreement, effective as of the date set forth above.

THE TOWN OF PARKER

By: _____
Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

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

MONARCH LINCOLN MEADOWS, LLC

By: _____
Milan Hejduk, Manager

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by Milan Hejduk as Manager of Monarch Lincoln Meadows, LLC.

My commission expires: _____.

SEAL

Notary Public

EXHIBIT A

OFFICIAL RECORDS
DOUGLAS COUNTY CO
JACK ARROWSMITH
CLERK & RECORDER
RECORDING FEE: \$36.00
7 PGS

When recorded return to:

Town of Parker
Attn: James S. Maloney, Esq.
20120 East Mainstreet
Parker, Colorado 80138

2008004598
01/22/2008 04:05 PM



2008004598 7 PGS
I, Jack Arrowsmith, County Clerk and Recorder
in and for the County of Douglas, State of
Colorado do hereby certify that the foregoing is
a full, true and correct copy of the original
document recorded in my office.

Date 1-22-08
By Shannon Heath
Deputy Clerk & Recorder
DOUGLAS COUNTY, COLORADO
EST. 1874

JOINT ACCESS AGREEMENT
(Lincoln Meadows – Filing No. ____ – Lots 2A and 2B)

THIS JOINT ACCESS AGREEMENT (“Agreement”) is made as of the 22nd day of December, 2007 (“Effective Date”), by and between TOWN OF PARKER, a Colorado home rule municipal corporation (“Town”), and STRAWBERRY TIERRA, INC., a Delaware corporation (“STI”) under the following circumstances:

RECITALS

- A. The Town is the owner of certain real property located in Douglas County, Colorado, as legally described in Exhibit A attached hereto (“Lot 2A”).
- B. STI is the owner of certain real property located in Douglas County, Colorado, as legally described in Exhibit B attached hereto (the “Lot 2B”), and located adjacent to Lot 2A.
- C. The Town intends to construct certain improvements to serve as municipal facilities on Lot 2A.
- D. STI intends to develop Lot 2B for one or more commercial and/or industrial facilities as permitted by applicable zoning and land use law.
- E. STI and the Town intend to create and establish certain reciprocal easements benefiting and burdening Lot 2B and Lot 2A (collectively, the “Lots”), and to impose certain restrictions upon the Lots.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and pursuant to and in furtherance of the foregoing, the parties agree as follows:

AGREEMENT

1. Incorporation. The Recitals are hereby incorporated in this Agreement as if fully set forth herein.
2. Certain Definitions. In addition to the terms defined elsewhere in this Agreement, unless otherwise specified herein, the following terms shall have the following meanings:



10195434

"Lot 2B Roadways" shall mean those paved driveways, roads, drive aisles and parking areas, along with any sidewalks adjacent to any of the foregoing, which are constructed and located from time to time within the boundaries of Lot 2B and which serve to furnish vehicular and/or pedestrian access over and across Lot 2B.

"Lot 2A Roadways" shall mean those paved driveways and drive aisles, along with any sidewalks adjacent to the foregoing, which are constructed and located from time to time within the boundaries of Lot 2A and which have been designated by the Town for use by the general public. The Lot 2A Roadways will not include any parking lots located on Lot 2A nor any roads, driveways, drive aisle or other areas that are designated by the Town as being for official or non-public use only.

"County" shall mean Douglas County, Colorado.

"Owner" shall mean the owner of fee simple title of record to a Lot from time to time.

"Permittees" shall mean any tenants, subtenants, licensees, invitees, guests, agents, contractors or concessionaires of any Owner and the employees, agents, customers, concessionaires, contractors, licensees, invitees and guests of any of them.

"Person" or "person" shall mean any one or more natural persons, corporations, partnerships, limited liability companies, firms, trusts, trustees, governments, governmental authorities or other entities.

"Records" shall mean the County's real property records.

3. Easements Burdening Lot 2A. The Town hereby declares that STI (and any successor Owner of Lot 2B) and its Permittees shall benefit from, and the Town grants, establishes and reserves for the benefit of Lot 2B, a perpetual, non-exclusive easement appurtenant upon, over and across the Lot 2A Roadways in order to provide pedestrian and vehicular ingress, egress and access to, from and between Lot 2B and Lincoln Meadows Parkway.

4. Easements Burdening Lot 2B. STI hereby declares that the Town (and any successor Owner of Lot 2A) and its Permittees shall benefit from, and STI grants, establishes and reserves for the benefit of Lot 2A, a perpetual, non-exclusive easement appurtenant upon, over and across the Lot 2B Roadways in order to provide pedestrian and vehicular ingress, egress and access to, from and between Lot 2A and Twenty Mile Road.

5. Location of Connections. STI recognizes that the Town intends (but is not obligated) to construct improvements, including the Lot 2A Roadways, on Lot 2A prior to the time STI will begin its development of Lot 2B. STI agrees that all paved roadways and drive aisles constructed on Lot 2B following delivery of the Town's plans for construction (or, if applicable completion of construction) of the Lot 2A Roadways shall be in such locations and constructed in a manner that will connect the Lot 2B Roadways to the planned (or, if applicable then-existing) Lot 2A Roadways. As soon as practicable following the date on which site plans for both Lot 2A and Lot 2B have been approved by the applicable governmental authorities, the parties agree to attach an Exhibit to this Agreement indicating and describing the location of the

Lot 2A Roadways and Lot 2B Roadways, and to re-record this Agreement (or an amendment thereto) in the Records. The parties acknowledge that this Agreement does not impose upon STI an obligation to construct the Lot 2B Roadways by a date certain.

6. Construction and Maintenance Obligations.

6.1 Construction and Maintenance Requirements of Each Lot. Each Owner covenants and agrees that the paved roadways, drive aisles, parking lots and sidewalks made subject to this Agreement shall be constructed in compliance with all applicable laws and maintained in good condition and repair and at all times. Maintenance and repair of paved roadways and drive aisles may include, but shall not be limited to: (i) repairing, patching, repaving, re-surfacing, re-striping and otherwise maintaining the surface thereof, and making other repairs and replacements to keep the roadways and drive aisles in good condition and repair; (ii) maintaining, repairing and replacing as necessary all lighting structures and lamping; (iii) keeping the paved roadways and drive aisles reasonably free and clear of snow and ice; and (iv) sweeping and removing dirt, debris and refuse, and keeping the paved roadways and drive aisles in a reasonably clean, orderly, and functional condition. An Owner shall have the right to temporarily close or preclude the use of portions of the paved roadways and drive aisles for any period of time reasonably necessary to fulfill its obligations hereunder. In addition, STI acknowledges and agrees that the Town may temporarily close or preclude the use of portions of the Lot 2A Roadways in connection with the Town's operation of any municipal facility for reasons of public safety. The Town shall also have the right to enter onto Lot 2B to perform the Lot 2B Owner's obligations set forth in this Section 6.1 in cases of emergency or for reasons of public safety.

6.2 Payment of Construction and Maintenance Expenses. Each Owner shall be obligated to pay all expenses incurred in connection with the construction, maintenance and repair of any paved roadways, drive aisles, parking lots and sidewalks located within its Lot.

7. Run With the Land. This Agreement shall run with the land and the ownership of the Lots, and the various provisions hereof shall act as an appurtenant benefit and burden for each Lot or Lots which are intended to be benefited and burdened thereby. Such benefits and burdens shall inure to and bind the Owners and their respective successors, transferees and assigns and the Lot of each Owner. This Agreement shall not benefit or burden any real property other than the Property and no parties other than the Owners shall be regarded as third-party beneficiaries of the provisions hereof. If any Owner conveys its interest in its Lot by an instrument recorded in the Records, then the transferee shall automatically be deemed to have assumed and agreed to be bound by this Agreement, and the transferor shall thereupon be released and discharged from any and all obligations under this Agreement applicable to the pertinent Lot which accrue after the date of transfer of record.

8. Notices.

8.1 Method of Giving. Any notice required or permitted under this Agreement shall be in writing and shall be deemed given and received: (i) when hand delivered to the intended recipient, by whatever means; (ii) three business days after the same is deposited with the United States Postal Service, with adequate postage prepaid, and sent by certified mail,

with return receipt requested; (iii) one business day after the same is deposited with an overnight courier service of national reputation; or (iv) when received via facsimile on the recipient's fax facilities (as confirmed on the fax facilities of the noticing party).

8.2 The initial addresses and facsimile numbers for notices to the Owners of the Lots, shall be as follows:

Town of Parker
Attn: Town Administrator
20120 East Mainstreet
Parker, Colorado 80138
Facsimile: (303) 841-0353
Telephone: (303) 840-9792

Strawberry Tierra, Inc.
9068 Forsstrom Drive, #C-1
Lone Tree, CO 80124
Attn: Mr. Edmund Leo
Facsimile: (303) 840-3295
Telephone: (303) 840-6085

9. Enforcement of Owners' Rights. Whenever the interests in any one Lot are owned or held by more than one party, those parties, in order to enforce their rights and interests hereunder as an "Owner", will be required to designate or authorize one of their number to exercise or enforce those rights and interests, or else they must all act jointly in exercising those rights and interests, and they shall not be permitted to exercise or undertake inconsistent or separate enforcement actions. Any third party shall be entitled to presume conclusively that any one of those Owner parties which is exercising rights has the authority to act on behalf of the Owner group, unless the third party receives actual notice from another member of the Owner group that such authority does not exist.

10. No Right to Terminate. No uncured event of default under this Agreement shall entitle the non-defaulting Owner to cancel, rescind or otherwise terminate this Agreement, but such limitation shall not affect in any manner any other rights and remedies which such Owner shall have in connection herewith by reason of any such breach.

11. Term, Amendment. The term of this Agreement, and the benefits and burdens hereof, shall be perpetual unless set forth elsewhere herein. Any amendment or termination of this Agreement shall become effective upon its recordation in the Records.

12. Remedies Cumulative. The rights of the Owners hereunder shall be cumulative with and in addition to, and not exclusive of, any other remedies available to the parties at law or equity for any breach or default of their respective obligations hereunder, and any and all such remedies may be pursued by the non-defaulting party, either successively or concurrently, as the nondefaulting party may determine, and the exercise of any one remedy shall not be construed as or constitute a bar to the exercise of any other remedy. Such other remedies shall include, without limitation, and where appropriate, injunctive or other equitable relief, either prohibitive

or mandatory, to prevent the pertinent default hereunder or to enforce the performance or observance of the terms of this Agreement, and the right to pursue an action for damages suffered by the non-defaulting party because of any such breach or default by another party hereunder.

13. Severability. If any provision of this Agreement as applied to a particular circumstance shall be illegal and unenforceable, such illegality shall not affect the enforceability of any other provisions of this Agreement, or the affected provision as applied to circumstances for which it is enforceable, it being intended that all provisions of this Agreement be valid and enforceable to the fullest extent legally permissible. Any provision suffering from such illegality shall be deemed replaced with a substitute provision which as closely as legally possible reflects the substantive content and effect of the unenforceable provision.

14. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

15. Choice of Law. This Agreement shall be governed by the laws of the State of Colorado.

16. Captions for Convenience. All headings and captions used herein are for convenience only and are of no meaning in the interpretation or effect of this Agreement.

17. Exhibits. All exhibits referred to herein are attached hereto and made a part hereof.

(Remainder of page intentionally left blank.)

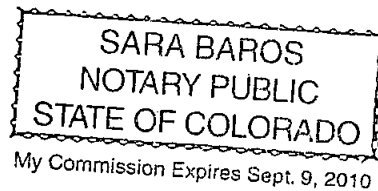
IN WITNESS WHEREOF, this Joint Access Agreement has been executed by the parties as of the day and year first above written.

STI:

STRAWBERRY TIERRA, INC.,
a Delaware corporation

By: [Signature]
Printed Name: EDMUND LEO
Title: V.P.

STATE OF COLORADO)
COUNTY OF Denver) ss.



The foregoing instrument was acknowledged before me this 1st day of January, 2007, by Edmund Leo as Vice President of Strawberry Tierra, Inc.

My commission expires: 9.9.10

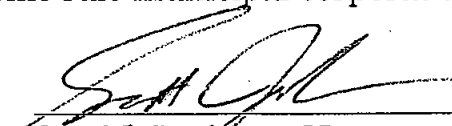
SEAL

[Signature]
Notary Public

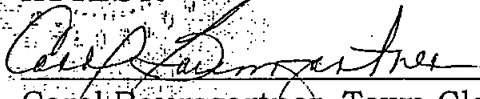
TOWN:

TOWN OF PARKER,
a home rule municipal corporation

By:


~~David Casiano, Mayor~~
Scott Jackson, Mayor Pro Tem

ATTEST:


Carol Baumgartner, Town Clerk

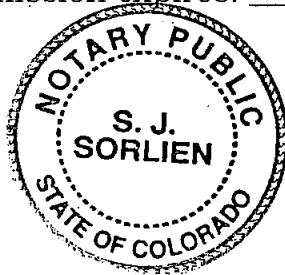
STATE OF COLORADO)

COUNTY OF Douglas) ss.

The foregoing instrument was acknowledged before me this 3rd day of December, 2007, by ~~David Casiano, as Mayor~~ of Town of Parker, Scott Jackson, as Mayor Pro Tem Colorado.

My commission expires: 10-28-09.

SEAL




Notary Public



Request for Town Council Action

Date: September 4, 2018

Submitted By: Alex Mestdagh, Engineering Service Manager

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 1.515 - First Reading**
A Bill for an Ordinance Conveying Certain Real Property by Easement to Parker Water and Sanitation District for Tract B, Reata West Filing No. 1, 2nd Amendment

Department: Alex Mestdagh
Second Reading: October 1, 2018

EXECUTIVE SUMMARY

This item proposes to grant a utility easement to Parker Water and Sanitation District over Tract B, Reata West Filing No. 1, 2nd Amendment, to accommodate sanitary sewer infrastructure for the proposed Parker Pointe development.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The developer of the proposed Parker Pointe subdivision is currently processing a Minor Development Plat to create a commercial subdivision. This property is located at the southeast corner of Parker Road and Stroh Road.

This developer has faced several challenges in attempting to obtain sanitary sewer service for the property. The property is located within the service area of Parker Water and Sanitation District. However, the District does not have existing sewer facilities within either of the adjacent public roadways. Their nearest sewer facility is located in the adjacent Reata Ridge development north of Stroh Road, but due to the elevations of this line, it cannot serve this property without the installation of a sanitary lift station. This would likely be cost-prohibitive for the development, and undesirable for PWSD to maintain long-term. The developer has also approached Pinery Water and Wastewater District about obtaining service from the south. Pinery's nearest facility is several miles away, which makes serving the property infeasible for that district.

It appears that the most likely location for this property to obtain sanitary sewer service is from existing PWSD facilities located west of Parker Road within the Reata West development, as shown in Exhibit 1. This would require a pipe to be bored under Parker Road, from which a connection could be made to an existing manhole. This connection will require a utility easement to be dedicated to PWSD over a corridor between Parker Road and this line, either over private property or over a Town-owned parcel south of the Reata West development.

Town staff initially directed the developer to obtain an easement from private property owners within the Reata West development. The developer has not been able to reach an easement agreement with these owners, and has now approached the Town regarding an easement across Tract B of Reata West. This property is owned by the Town and designated as open space.

The proposed easement would be a 30-foot wide sanitary sewer easement that would stretch approximately 250 feet west of Parker Road into Tract B. The above-ground elements proposed with this sewer line would be limited to manholes. This property is also designated by the U.S. Department of Fish & Wildlife as Preble's Jumping Mouse habitat, and the developer would be required to obtain permission from that agency to install this line. The Town would require the developer to pay fair market value for the easement.

If approved, the easement dedication to PWSD would be conditioned on the recordation of the Minor Development Plat and associated subdivision improvement agreement. If declined, the developer would need to reopen negotiations with the private property owners or find an alternate method of obtaining sanitary sewer service.

FINANCIAL IMPACT

The Town will receive fair market value in exchange for the easement.

STRATEGIC GOAL(S)



**INNOVATE WITH
COLLABORATIVE
GOVERNANCE**



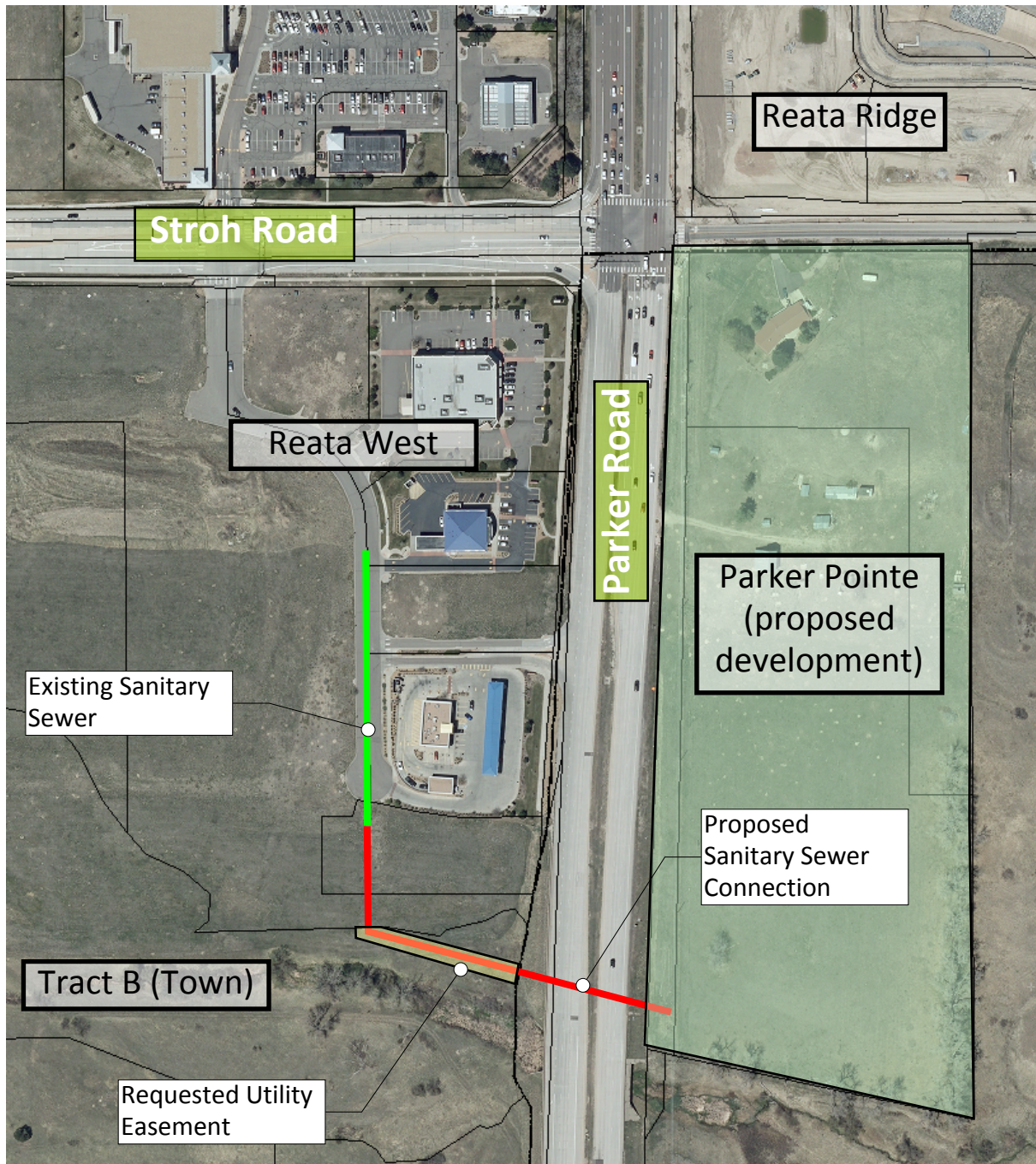
**DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH**

ATTACHMENTS

1. Vicinity Map
2. Ordinance No. 1.515

RECOMMENDED MOTION

I move to approve Ordinance No. 1.515 on first reading and to schedule second reading for October 1, 2017, as part of the consent agenda.



PWSD Easement Dedication
Vicinity Map



ORDINANCE NO. 1.515, Series of 2018

TITLE: A BILL FOR AN ORDINANCE CONVEYING CERTAIN REAL PROPERTY BY EASEMENT TO PARKER WATER AND SANITATION DISTRICT FOR TRACT B, REATA WEST FILING NO. 1, 2ND AMENDMENT

WHEREAS, the Town Council of the Town of Parker desires to convey certain real property to Parker Water and Sanitation District for Tract B, Reata West Filing No. 1, 2nd Amendment; and

WHEREAS, the Town Council of the Town of Parker desires to authorize the Mayor to execute the subject Easement Agreement.

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

Section 1. The Town Council of the Town of Parker hereby approves the Water Pipeline Easement Agreement by the Town of Parker conveying certain property to Parker Water and Sanitation District for Tract B, Reata West Filing No. 1, 2nd Amendment, which is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to execute the Easement Agreement on behalf of the Town.

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

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

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

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

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

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

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

SEWER EASEMENT AGREEMENT

THIS SEWER EASEMENT AGREEMENT (the "Easement Agreement") is dated this ____ day of _____, 2018, by the TOWN OF PARKER, a Colorado home rule municipality, with its principal office at 20120 E. Mainstreet, Parker, Colorado 80138 (the "Grantor"), and the PARKER WATER AND SANITATION DISTRICT, a Colorado special district and political subdivision, with its principal office at 19801 E. Mainstreet, Parker, Colorado 80138 (the "Grantee").

WHEREAS, the Grantee desires to install sanitary sewer pipeline in certain real property owned by the 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, the Grantor is willing to grant an easement to the Grantee in the Easement Property for the aforesaid purposes, subject to the terms and provisions hereof.

NOW, THEREFORE, for the consideration of Ten Dollars (\$10.00) paid to the Grantor by the Grantee, and for the additional consideration of the performance by the parties of the terms and conditions hereof, the receipt and adequacy of which is hereby acknowledged, the Grantor does hereby grant to the Grantee, and the Grantee accepts from the Grantor, the following Easement as hereinbelow set forth:

1. Grant of Easement. The Grantor does hereby grant and convey to the 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 the Grantee's construction, reconstruction, operation, maintenance and removal of the sanitary sewer pipeline required by the Grantee from time to time. The Grantee shall have the right of ingress and egress over and across the adjacent lands of the Grantor to and from the Easement Property as may be necessary in connection with the Grantee's construction, reconstruction, operation, maintenance and removal of the sanitary sewer pipeline.

2. Covenants of Grantee. The Grantee hereby represents, covenants and warrants in favor of the Grantor and its successors and assigns as follows:

(A) The Grantee shall protect the Easement Property and the adjacent lands of the Grantor over which the Grantee has rights of ingress and egress from damage caused in whole or in part by acts or omissions of the Grantee, its employees, agents, contractors, subcontractors, assigns, lessees, licensees and agents. The 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 the Grantee fails to clean, cure or correct such damage within fourteen (14) days after notice thereof from the Grantor, then the Grantor may do so, at the Grantee's expense;

(B) In all activities undertaken on property belonging to the Grantor, the 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) The 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 Sanitary sewer 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 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 sanitary sewer pipeline, then the Grantor shall, at its sole cost and expense, timely perform or cause the performance of such relocation and/or encasement of the sanitary sewer pipeline.

4. Indemnification of Grantor by Grantee. The Grantee agrees, and hereby does, to the extent permitted by law, indemnify and hold harmless the Grantor, any directors, officers employees and agents of the Grantor, and any successors or assigns of the Grantor, from any costs, expenses, damages, claims or demands incurred or asserted against the Grantor as a result of or arising out of the activities of the Grantee, its employees, agents, contractors, subcontractors, successors, assigns, lessees or licensees in the construction, reconstruction, operation, maintenance or removal of the sanitary sewer pipeline or otherwise relating to the Grantee's use of the Easement Property.

5. Miscellaneous.

(A) Except as otherwise expressly provided for herein, all provisions herein contained, including the benefits, burdens and covenants, are intended to run with the land and shall be binding upon and inure to the benefit of the respective parties, their heirs, successors and assigns.

(B) This Easement Agreement 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 Agreement by their respective duly authorized officers as of the date and year first above set forth.

GRANTOR:

TOWN OF PARKER, COLORADO

By: _____
Mike Waid, Mayor

ATTEST:

By: _____
Carol Baumgartner, Town Clerk

GRANTEE:

**PARKER WATER AND SANITATION
DISTRICT**

By: _____
Ron R. Redd, P.E., District Manager

ATTEST:

By: _____
Maleia Good

STATE OF **COLORADO**)
) ss.
COUNTY OF **DOUGLAS**)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by Mike Waid, Mayor of the Town of Parker, Colorado.

My commission expires: _____

WITNESS my hand and official seal.

Notary Public

STATE OF **COLORADO**)
) ss.
COUNTY OF **DOUGLAS**)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by Ron R. Redd, P.E., District Manager of the Parker Water and Sanitation District.

My commission expires: _____

WITNESS my hand and official seal.

Notary Public

EXHIBIT A

Legal Description (Utility Easement)

A part of Tract B, Reata West Filing No. 1, 2nd Amendment, situated in the NE 1/4 of Section 3, T.7S., R.66W., of the 6th P.M., Town of Parker, County of Douglas, State of Colorado, and being more particularly described as follows:

Commencing at the Southeast Corner of Tract A, Reata West Filing No. 1, 3rd Amendment;

Thence S10°43'38"W along the West R.O.W. Line of South Parker Road, a distance of 8.19 feet to the **Point of Beginning**;

Thence S10°43'38"W along the West R.O.W. Line of South Parker Road, a distance of 32.21 feet;

Thence S79°22'41"W a distance of 34.34 feet;

Thence N89°43'06"W a distance of 224.61 feet;

Thence N00°56'49"W a distance of 41.83 feet to a point on the South Line of said Tract A;

Thence N89°00'57"E along said South Line of Tract A, a distance of 35.50 feet;

Thence S80°32'16"E along said South Line, a distance of 14.75 feet;

Thence S00°56'49"E a distance of 10.25 feet;

Thence S89°43'06"E a distance of 63.22 feet to a point on the South Line of said Tract A;

Thence S80°32'16"E along said South Line, a distance of 10.94 feet;

Thence N43°59'39"E along said South Line, a distance of 2.41 feet;

Thence S89°43'06"E a distance of 96.69 feet;

Thence N79°22'41"E a distance of 43.20 feet to the **Point of Beginning**.

Parcel Contains (8,457 Square Feet) 0.1941 Acres

Date prepared: June 28, 2018

Date of last revision:

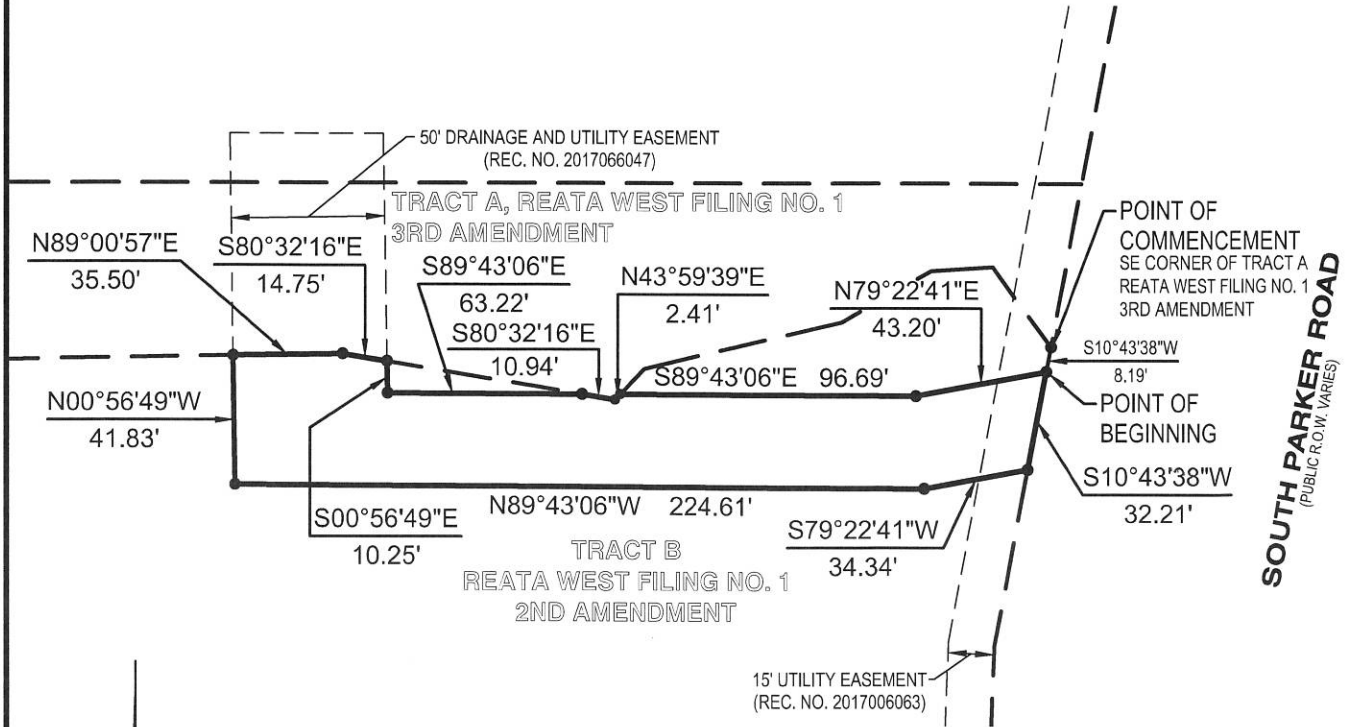
Prepared by: Charles N. Beckstrom, PLS No. 33202

for and on behalf of
Engineering Service Company
14190 East Evans Ave.
Aurora, Colorado 80014
Phone: 303-337-1393
cbeckstrom@engineeringserviceco.com



EXHIBIT A

EXHIBIT



ESC
ENGINEERING
SERVICE
COMPANY

14190 East Evans Avenue
Aurora, Colorado 80014
P 303.337.1393 | F 303.337.7481

PROPERTY OWNER:

TOWN OF PARKER
20120 EAST MAIN STREET
PARKER, COLORADO 80138

PARCEL CONTAINS
8,457 SQUARE FEET
0.1941 ACRES

TOWN OF PARKER

Drawn By: *DWW* | Checked By: *CNB* | Project No.: *0144.070* | Date: *06/29/2018*

Scale: *1" = 60'* | File Name: *N:\Projects\Perception Design Group\15 Parker Rd. & Stroh Rd\CAD\Exhibit*

Note: This exhibit does not represent a monumented survey. It is intended only to depict the attached description.

PWSD EASEMENT

A PART OF TRACT B, REATA WEST FILING NO. 1, 2ND AMENDMENT
SITUATED IN THE NE 1/4 OF SECTION 3, T.7S., R.66W., OF THE 6TH P.M.
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

EXHIBIT A

Inverse With Area

Thu Jun 28 10:14:40 2018

PntNo	Bearing	Distance	Northing	Easting	Description
PP	N 89°00'57" E	35.50	1599413.12	3210035.74	
PP	S 80°32'16" E	14.75	1599413.73	3210071.23	
PP	S 00°56'49" E	10.25	1599411.31	3210085.78	
PP	S 89°43'06" E	63.22	1599401.05	3210085.95	
PP	S 80°32'16" E	10.94	1599400.74	3210149.17	
PP	N 43°59'39" E	2.41	1599398.95	3210159.96	
PP	S 89°43'06" E	96.69	1599400.68	3210161.64	
PP	N 79°22'41" E	43.20	1599400.21	3210258.32	
PP	S 10°43'38" W	32.21	1599408.17	3210300.79	
PP	S 79°22'41" W	34.34	1599376.52	3210294.79	
PP	N 89°43'06" W	224.61	1599370.19	3210261.04	
PP	N 00°56'49" W	41.83	1599371.30	3210036.43	
PP			1599413.12	3210035.74	
Closure Error Distance> 0.0000					
Total Distance Inversed> 609.95					
Area: 8457 Sq. Feet, 0.1941 Acres					



Request for Town Council Action

Date: September 4, 2018

Submitted By: Jim Maloney, Town Attorney

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 1.516 - First Reading**
A Bill for an Ordinance to Indemnify the Mayor, Town Council, Town Employees and Town Appointed Officials Against Pending and Threatened Legal Action by Vista South, LLC, and Mountain Waste-South Metro LLC

Department: Town Attorney, Jim Maloney
Second Reading: September 17, 2018

EXECUTIVE SUMMARY

Section 15.18 of the Home Rule Charter for the Town of Parker provides that the Town Council may by ordinance indemnify the Mayor, Town Council, Town employees and Town appointed officials concerning threatened or pending civil actions. The purpose of the attached ordinance is to indemnify the Mayor, Town Council, Town employees and Town appointed officials concerning any and all pending and threatened claims asserted in the Hearing Brief and the Douglas County District Court Case described in the attached ordinance, or as may be asserted in the future, to the fullest extent allowed by Section 15.18 of the Home Rule Charter for the Town of Parker.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town Council approved Ordinance No. 2.259 and Ordinance No. 3.333 (the “Ordinances”), after notice and public hearing, to annex and zone certain real property, including two (2) lots (the “Property”) owned in part or in whole by Vista South, LLC, and Mountain Waste-South Metro, LLC (collectively referred to as the “Landowners”). The Property Owner submitted a “Hearing Brief” in opposition to the Ordinances (the “Hearing Brief”) during the public hearing that was held by Town Council, which stated that “the Town Council’s consideration of the Petition is being undertaken in clear derogation of local, state, and federal law . . .” The Hearing Brief provided that “the Town Council’s approval of the Petition and Zoning

Application would impair rights of the Landowners that are protected by the First and Fourteenth Amendments to the U.S. Constitution, giving rise to possible damages and claims against the Town, Town staff, and elected officials, and prospective liability for the attorneys' fees of the Landowners.” Following approval of the Ordinances, the Landowners amended its existing civil action against the Town of Parker and the Town Council of the Town of Parker to challenge the Town Council's adoption of the Ordinances claiming, in part, that the Town acted in bad faith and that the Town engaged in a bad faith scheme which culminated in the approval of the Ordinances annexing and zoning of the Property (the “Douglas County District Court Case”). Section 15.18 of the Home Rule Charter for the Town of Parker provides that the Town Council may by ordinance indemnify the Mayor, Town Council, Town employees and Town appointed officials concerning threatened or pending civil actions. The Town Council desires to indemnify the Mayor, Town Council, Town employees and Town appointed officials concerning any and all pending and threatened claims asserted in the Hearing Brief and the Douglas County District Court Case, or as may be asserted in the future (collectively referred to as the “Threats and Claims”), to the fullest extent allowed by Section 15.18 of the Home Rule Charter for the Town of Parker.

FINANCIAL IMPACT

Any fiscal impacts are at this time speculative at best.

STRATEGIC GOAL(S)



PROMOTE A SAFE AND
HEALTHY COMMUNITY

ATTACHMENTS

1. Ordinance No. 1.516

RECOMMENDED MOTION

I move to approve Ordinance No. 1.516 on first reading and to schedule second reading for September 17, 2018, as part of the consent agenda.

ORDINANCE NO. 1.516, Series of 2018

TITLE: A BILL FOR AN ORDINANCE TO INDEMNIFY THE MAYOR, TOWN COUNCIL, TOWN EMPLOYEES AND TOWN APPOINTED OFFICIALS AGAINST PENDING AND THREATENED LEGAL ACTION BY VISTA SOUTH, LLC, AND MOUNTAIN WASTE-SOUTH METRO LLC

WHEREAS, the Town Council of the Town of Parker approved Ordinance No. 2.259 and Ordinance No. 3.333 (the “Ordinances”), after notice and public hearing, to annex and zone certain real property, including two (2) lots (the “Property”) owned in part or in whole by Vista South, LLC, and Mountain Waste-South Metro, LLC (collectively referred to as the “Landowners”);

WHEREAS, the Property Owner submitted a “Hearing Brief” in opposition to the Ordinances (the “Hearing Brief”) during the public hearing that was held by Town Council, which stated that “the Town Council’s consideration of the Petition [to annex the Property] is being undertaken in clear derogation of local, state, and federal law . . .”;

WHEREAS, the Hearing Brief provided that “the Town Council’s approval of the Petition and Zoning Application would impair rights of the Landowners that are protected by the First and Fourteenth Amendments to the U.S. Constitution, giving rise to possible damages and claims against the Town, Town staff, and elected officials, and prospective liability for the attorneys’ fees of the Landowners;”

WHEREAS, following the approval of the Ordinances, the Landowners amended its existing civil action against the Town of Parker and the Town Council of the Town of Parker to challenge the Town Council’s adoption of the Ordinances claiming, in part, that the Town acted in bad faith and that the Town engaged in a bad faith scheme which culminated in the approval of the Ordinances annexing and zoning of the Property (the “Douglas County District Court Case”);

WHEREAS, Section 15.18 of the Home Rule Charter for the Town of Parker provides that the Town Council may by ordinance indemnify the Mayor, Town Council, Town employees and Town appointed officials concerning threatened or pending civil actions; and

WHEREAS, the Town Council desires to indemnify the Mayor, Town Council, Town employees and Town appointed officials concerning any and all pending and threatened claims asserted in the Hearing Brief and the Douglas County District Court Case, or as may be asserted in the future (collectively referred to as the “Threats and Claims”), to the fullest extent allowed by Section 15.18 of the Home Rule Charter for the Town of Parker.

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

Section 1. The Town of Parker hereby indemnifies the Mayor, Town Council, any employee of the Town of Parker, and any appointed official, including the Town Attorney and assistant counsel, Hoffmann, Parker, Wilson & Carberry, P.C. (collectively referred to as the “Parker Representatives”), against the Threats and Claims, including any expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably

incurred, to the fullest extent provided in Section 15.18 of the Home Rule Charter for the Town of Parker.

Section 2. The Town Council of the Town of Parker specifically finds that the Parker Representatives acted in good faith, at the direction of Town Council, and reasonably believed within the meaning of Section 15.18 of the Home Rule Charter that they were acting in the best interest of the Town of Parker and had no reasonable cause to believe that their conduct was unlawful at all times relevant to the matters giving rise to the Threats and Claims.

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

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

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

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

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

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

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney



Request for Town Council Action

Date: September 4, 2018

Submitted By: Chris Hudson, Public Works Manager

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 1.517 - First Reading**
A Bill for an Ordinance to Approve the Memorandum of Understanding Regarding the Douglas County Subregional Transportation Forum By and Among the Following Agencies: City of Aurora, City of Castle Pines, City of Littleton, City of Lone Tree, Town of Castle Rock, Town of Larkspur, Town of Parker and Douglas County

Department: Engineering/Public Works, Chris Hudson

Second Reading: September 17, 2018

EXECUTIVE SUMMARY

The purpose of this attached memorandum of understanding (MOU) between the Douglas County governments concerns the creation of a Douglas County Subregional Forum (Forum). This Forum will be used to coordinate transportation planning and funding requests as part of the Denver Regional Council of Governments (DRCOG) Transportation Improvement Program (TIP) process.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

After several years of discussion, the Board of DRCOG earlier this year approved a new model for distribution of Transportation Improvement Program (TIP) funds. This new model is called the "Dual Model" as it creates both regional and sub-regional "pots" of funding. This dual model was modeled after the system utilized in the Seattle area Metropolitan Planning Organization (MPO). The sub-regional areas consist of each Denver Metro county and funding for each sub-region is based on population plus jobs in each sub-region.

One of the requirements of this new model is for each sub-region to create a forum of the

governments within each sub-region to solicit, evaluate, select and recommend for approval the regional and sub-regional recommended TIP funded projects. Ultimately the regional and sub-regional selected projects are submitted to the DRCOG Board for their review and approval. This dual model creates more local control as each Denver metro sub-region (counties) has differing needs at the sub-regional level.

This MOU creates the needed Forum between the City of Aurora, the City of Castle Pines, the City of Littleton, the City of Lone Tree the Town of Castle Rock, the Town of Larkspur, the Town of Parker and Douglas County. These eight (8) governmental agencies represent the governmental entities within Douglas County. The Forum will have a Steering Committee consisting of elected officials from each governmental entity and a Technical Working Committee consisting of staff from each governmental entity. The MOU establishes an initial term of four (4) years which coincides with the TIP process and allows for renewal. The MOU also establishes the quorum requirements, funding parameters, meeting times, establishes a Steering Committee Chair plus Vice-Chair and how decisions are made in the Forum. Ultimately, the Forum will result in increased coordination and communication between each governmental entity in each sub-region.

FINANCIAL IMPACT

The "Dual Model" created by DRCOG does establish certainty that TIP funding will be allocated to Douglas County which has not always been the case in the past. This certainty is a benefit to Douglas County. The creation of the Forum does not currently have financial impacts to the Town. TIP funds are typically Federal in nature and come with a long list of requirements. The long term financial impacts depends on if the Town does receive funding for projects and the type of project but generally the financial impacts of transportation projects can be lessened with partial Federal funding.

STRATEGIC GOAL(S)



**INNOVATE WITH
COLLABORATIVE
GOVERNANCE**



**PROMOTE A SAFE AND
HEALTHY COMMUNITY**



**DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH**

ATTACHMENTS

1. Ordinance No. 1.517

RECOMMENDED MOTION

I move to approve Ordinance No. 1.517 on first reading and to schedule second reading for September 17, 2018, as part of the consent agenda.

ORDINANCE NO. 1.517, Series of 2018

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE MEMORANDUM OF UNDERSTANDING REGARDING THE DOUGLAS COUNTY SUBREGIONAL TRANSPORTATION FORUM BY AND AMONG THE FOLLOWING AGENCIES: CITY OF AURORA, CITY OF CASTLE PINES, CITY OF LITTLETON, CITY OF LONE TREE, TOWN OF CASTLE ROCK, TOWN OF LARKSPUR, TOWN OF PARKER AND DOUGLAS COUNTY

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 Memorandum of Understanding Regarding the Douglas County Subregional Transportation Forum By and Among the Following Agencies: City of Aurora, City of Castle Pines, City of Littleton, City of Lone Tree, Town of Castle Rock, Town of Larkspur, Town of Parker and Douglas County, which is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

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

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

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

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

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

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

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

EXHIBIT 1

**MEMORANDUM OF UNDERSTANDING
REGARDING THE DOUGLAS COUNTY
SUBREGIONAL TRANSPORTATION FORUM**

BY AND AMONG THE FOLLOWING AGENCIES:

**CITY OF AURORA
CITY OF CASTLE PINES
CITY OF LITTLETON
CITY OF LONE TREE
TOWN OF CASTLE ROCK
TOWN OF LARKSPUR
TOWN OF PARKER
AND
DOUGLAS COUNTY**

THIS DOUGLAS COUNTY SUBREGIONAL TRANSPORTATION FORUM MEMORANDUM OF UNDERSTANDING (the “MOU”) is entered into effective as of the ____ day of _____, **2018** (the “Effective Date”), by and among the Cities of Aurora, Castle Pines, Littleton, and Lone Tree, the Towns of Castle Rock, Larkspur, and Parker, and Douglas County, all such parties being referred to collectively herein as the “Agencies” or individually, as an “Agency”

WITNESSETH

WHEREAS, the Agencies are all communities having governmental jurisdiction within their respective territorial boundaries within Douglas County, Colorado; and

WHEREAS, as local government entities, the Agencies are authorized by the provisions of Colorado Constitution Article XIV, § 18(2)(a) and C.R.S. §§ 29-1-201, *et seq.*, to contract with one another to provide any function, service or facility lawfully authorized to each; and

WHEREAS, the Denver Regional Council of Governments (“DRCOG”), through its Transportation Improvement Program (“TIP”), allocates certain federal funding for transportation-related projects eligible for federal funding, which include multi-modal facilities such as new roadways, widening of roadways, bridges, reconstruction projects, operational improvement projects, capacity projects, on and off-street bicycle and pedestrian facilities, interchanges, intersections, transit and bus service, studies, etc. (“Transportation Improvements”) as identified by the Metropolitan Planning Organization (“MPO”) for the Denver Metropolitan Area; and

WHEREAS, DRCOG has developed a Dual Model TIP process for allocation of federal funds allocated to DRCOG as the MPO, for distribution to its members. The Dual Model TIP consists of a Regional and Sub-Regional apportionment of federal funds as decided and approved by the DRCOG Board; and

WHEREAS, the solicitation, evaluation, selection, and approval of Regional projects and distribution of the Regional portion of the MPO federal funds will be the sole responsibility of DRCOG and the DRCOG Board; and

WHEREAS, the DRCOG Board has established that Regional Project applications shall only be accepted from the Colorado Department of Transportation (“CDOT”), Regional Transportation District (“RTD”), and the Sub-Regions within DRCOG’s boundary; and

WHEREAS, the DRCOG Board through approval of the DRCOG TIP Policy and Criteria has established Sub-Regions within their boundary, which consists of each county as a Sub-Region for that county; and

WHEREAS, the DRCOG Board of Directors has authorized local governments within Douglas County Sub-Region (“the “Sub-Region”) to propose jointly to the DRCOG Board of Directors allocation of federal transportation funding for Transportation Improvements within Douglas County’s incorporated and unincorporated areas (“Sub-Regional Funding”); and

WHEREAS, the coordinated efforts of all the Agencies are encouraged to participate in identifying Douglas County’s list of recommended priority projects that will be submitted to the DRCOG Board for their approval as part of the Dual Model established for the DRCOG TIP Process that will help improve transportation infrastructure needs in Douglas County and / or benefits Douglas County constituents; and

WHEREAS, the Agencies, as signatories hereto, desire to establish a transportation forum of local Agency jurisdictions within the Douglas County Sub-Region (“Forum”) in order to coordinate transportation planning and funding requests as part of the DRCOG TIP process among such participating Agencies as well as those other agencies approved by DRCOG to submit project applications; and

WHEREAS, pursuant to federal requirements, Agencies are eligible to submit project applications to the Forum for consideration of TIP funding if they meet the eligibility requirements for funding irrespective of whether the Agency has signed this MOU; and

WHEREAS, the Forum is responsible for selecting and submitting Regional Transportation Improvement project applications (“Regional Projects”) to DRCOG in conformity with the requirements and processes outlined in this MOU. Regarding Regional Projects and Regional Funding requests, the undersigned Agencies agree not to submit individual projects (located within Douglas County) to DRCOG directly; and

WHEREAS, the Forum is responsible for soliciting, selecting, recommending and submitting a list of Sub-Regional Transportation Improvement Projects (“Sub-Regional Projects”) to DRCOG in conformity with the requirements and processes outlined in this MOU. Regarding Sub-Regional Projects and Sub-Regional Funding requests, the undersigned Agencies agree not to submit individual projects (located within Douglas County) to DRCOG directly; and

WHEREAS, the Agencies desire to set forth their mutual understanding of the manner in which the transportation planning efforts in Douglas County will be conducted and coordinated for the purpose of submitting Regional and Sub-Regional Project Funding requests established for

DRCOG's Dual Model TIP Process, and this Forum may also be used to collaborate on transportation improvements during the off-TIP cycle years.

NOW, THEREFORE, THE AGENCIES HEREBY AGREE TO COOPERATE AS FOLLOWS:

1. Term. The term of this Memorandum of Understanding, ("MOU") shall commence on the Effective Date and be for an initial term of four (4) years ("Initial Term") from the Effective Date. Thereafter, this MOU shall be automatically renewed for successive four-year (4) terms. However, after expiration of the Initial Term, any Agency may withdraw from the renewed MOU by providing written notice of its intent to do so at least (30) days prior to the date of their withdrawal from this MOU. The notice to withdraw shall be by formal action of the governing body of the Agency requesting withdrawal. The MOU shall remain in effect as to all Agencies which have not withdrawn unless this MOU is terminated by all of the Agencies.
2. Agency Option to Sign this MOU. If an Agency has not originally signed this MOU, or withdraws from the MOU pursuant to the provision in Section 1 above, such Agency may become a party to this MOU by executing the MOU. This opportunity to become a party to the MOU will need to occur prior to DRCOG's formal TIP Cycle Call for Regional Project Application Due Date, which is anticipated to occur on September 21, 2018.
3. Subregional Steering Committee and Technical Working Group Representatives. There is created a Douglas County Steering Committee ("SC") for this Subregional Transportation Forum. Each Agency shall appoint a minimum of two (2) representatives for the Steering Committee – one to serve as the Primary member and one as an Alternate member. It shall be the duty and purpose of the Steering Committee to approve the Sub-Regional Projects list to be submitted to DRCOG for Sub-Regional Funding, as well as the Regional Project applications to be submitted from the Douglas County Sub-Region. These project lists will be created after input and recommendations from the Subregional Technical Working Group ("TWG") and project selection shall be in conformity with the criteria established by DRCOG and in **Appendix B** of this MOU. For information regarding the responsibilities of the TWG, see below and in Section 9.

Each Agency may appoint one additional alternate to the SC for a total of up to two (2) alternates. If the Primary representative is unable to attend Steering Committee meetings or to perform other duties, then the designated alternates shall have the authority to act in the full capacity for the Agency regarding the duties associated with this Subregional Transportation Forum but will still only have one vote per Agency for any decisions. Although, Primary representatives are typically elected officials, the alternatives do not have to be an elected official. Each agency is responsible to submit a written notice (including email messages) identifying who their Steering Committee representatives will be for the upcoming TIP cycle project selection process for funding from 2020 through 2023.

Each Agency is required to submit a written list identifying their Steering Committee (SC) representatives and their Technical Working Group (TWG) representatives. Each Agency is responsible for determining who their representatives will be; and incorporation of individual agency representatives does not require approval by the Steering Committee. The approval process for selecting representatives to this Forum shall be in accordance with each individual Agency's approval process. Preferably on or before **August 15, 2018**, each Agency shall

submit their list to Douglas County Transportation Capital Improvements Projects Manager (CIP Manager), who will serve as the Chair of the TWG. Each Agency shall notify the CIP Manager of any changes or confirm Forum representatives on an annual basis. During the spring and summer of 2018, several agencies already identified their representatives and a current list of Steering Committee and Technical Working Group representatives is shown in **Appendix A**. When an Agency requests any written changes of their representatives, the CIP Manager will modify **Appendix A** accordingly.

4. Establish Steering Committee Chair and Vice-Chair. The Steering Committee representatives are responsible annually for selecting a Chair and Vice-Chair. Each Agency is allowed one vote in selecting a Chair person and one vote in selecting a Vice-Chair person. In the spring of 2018, the Agencies selected a Chair and Vice-Chair for upcoming TIP cycle project selection process for funding from 2020 through 2023. The current Chair and Vice-Chair persons will serve in this capacity through the DRCOG's upcoming TIP cycle project selection process ends, which is anticipated to be substantially completed by the summer of 2019. The Chair is responsible for working with the Technical Working Group Chair to establish the agenda for the Steering Committee meetings, chairing the meetings, establishing the meeting locations, identifying rules of procedure for Steering Committee's adoption, distributing meeting materials and minutes (when appropriate).
5. Decision Making of the Steering Committee. Each Agency will have one vote on all decisions of the Steering Committee. All decisions of the Steering Committee shall be made by motion duly seconded and approved by a majority of the required quorum as set forth below and as identified in **Appendix B**, with each Agency member voting by either the Primary or the Alternate for such Agency. Decisions requiring such action include, without limitation:
 - a. The selection of project applications to be submitted to DRCOG for consideration as a Regional Project.
 - b. The development of the Sub-Regional Project list to be submitted to the DRCOG Board for approval and inclusion in the TIP.
 - c. The Steering Committee will develop a Project Waiting List of priority projects should additional DRCOG funding become available.
6. Quorum for the Steering Committee and the Technical Working Group Decisions. Quorums of the Steering Committee and Technical Working Group on the actions requiring votes are as follows:
 - a. For Steering Committee decisions /related to Douglas County Subregional policy, procedures, approval of supplemental TIP criteria, and project recommendations to the DRCOG Board, (including Regional Project applications and Subregional Project Funding list), prioritization of the Project Waiting List and any other decisions requiring a vote, a minimum of four (4) of the Agencies must be in attendance to constitute a quorum.
 - b. For Technical Working Groups recommendations related to Douglas County Subregional policy, procedures, approval of supplemental TIP criteria, and project recommendations to the Steering Committee (including Regional Project applications

and Subregional Project Funding list), prioritization of the Project Waiting List and any other decisions requiring a vote, a minimum of four (4) of the Agencies must be in attendance to constitute a quorum.

If there is not the requisite quorum at the time for which a vote shall have been called, the meeting may be adjourned or continued until there is the requisite quorum for the relevant vote.

7. Meeting Times for Steering Committee. During each year in which the TIP process and project selection will occur, the Steering Committee will, at a minimum, meet monthly or as often as needed in order to develop and timely submit the recommended project application and funding request list. In non-TIP Cycle years, the Steering Committee will typically meet a minimum of twice a year in March and October or as established by the Steering Committee.
8. Notice. Notice of the Steering Committee meetings and Technical Working Group meetings will occur by posting of the Agenda at least forty-eight (48) hours in advance of the meeting. Douglas County is required to post all Sub-Regional Forum meetings in accordance with its standard practices. Regardless of where the Steering Committee and Technical Working Group meetings are to be held, the County is responsible for noticing the meetings, and also to notify DRCOG to notice these Sub-Regional Forum meetings. Additionally, the agency hosting the meeting is encouraged to notice the meeting utilizing their standard practices.
9. Technical Working Group. There is also created the Technical Working Group (“TWG”) for this Subregional Transportation Forum. Each Agency will appoint a staff member from their Agency as the Primary representative to serve on the TWG. Each Agency shall also appoint an Alternate representative to serve on the TWG and to be in attendance if the Primary representative is unable to attend TWG meetings. The TWG Alternate shall have the authority to act in the full capacity of the TWG Primary, but the Agency will only have one vote on the TWG although both Agency representatives are encouraged to attend TWG meetings. TWG representatives are strongly encouraged to attend all Steering Committee meetings.

The TWG is responsible for the review, evaluation, and scoring of project applications submitted for both Regional and Sub-Regional Projects. The TWG will make recommendations to the Steering Committee on the Regional Project application to be submitted to DRCOG and also for Sub-Regional funding selections. The TWG will utilize the DRCOG Project Evaluation and Ranking Criteria and the additional criteria identified in **Appendix B** (and approved by DRCOG staff) to initially rank the projects submitted by eligible agencies for Sub-Regional Funding and funding through Regional process. This ranking will be presented to the Steering Committee for their consideration and approval.

The Douglas County Representative will function as the Chair for the TWG meetings, unless the Steering Committee votes to appoint a different Chair for the TWG committee. The TWG will select a Vice-Chair to conduct the meetings and fulfill the other duties of the Chair in the Chair’s absence. The Chair is responsible for scheduling TWG meeting dates / times, setting the meeting agendas, running the meetings, distributing meeting materials, meeting minutes, preparing documentation to be presented to the Steering Committee, assisting the Steering Committee Chair or Vice-Chair in preparing their agendas, and noticing both the TWG and SC meetings.

10. Other Agency Participation. Representatives from DRCOG, CDOT, RTD, and Denver South Transportation Management Association (“Denver South TMA”) are invited to attend both the Steering Committee meetings and Technical Working Group meetings, but these entities will not have any voting authority on either committee.
11. Sub-Region Procedures and Criteria for Possible TIP Project Selection. The Agencies agree to submit all DRCOG funding requests for Regional Projects and Sub-Regional Projects through the Forum established under this MOU. DRCOG has established its independent overall criteria regarding project eligibility and evaluation of submitted projects, which shall be adhered to. The Steering Committee may choose to establish additional policies and criteria consistent with applicable Federal law and regulation. The procedure for the requesting applications for Regional and Sub-Regional projects applications will be established by the Steering Committee. Supplemental criteria approved by the Steering Committee are included in the **Appendix B** and may be amended from time to time and a revision dated will be used to reflect the most up to date criteria that has been adopted by the Steering Committee.

With regard to Regional Projects submitted to DRCOG by this Forum, the Steering Committee is responsible for the following:

- a. Receive project applications from eligible applicants.
- b. Evaluate applications using applicable criteria and utilize the Technical Working Group to evaluate project applications and make recommendations to the Steering Committee.
- c. Prioritize and rank all eligible Sub-Regional Projects submitted and develop Waiting List priorities.
- d. Track local funding matching funding and by which agency(ies).
- e. Collaborate and develop partnerships with other applicable agencies and/or other Sub-regions if deemed appropriate.
- f. Meet to discuss the applications and make recommendations.
- g. Make submittal of projects to DRCOG for consideration of Regional Funding.

With regard to Sub-regional Projects submitted to DRCOG by the Forum, the Steering Committee is responsible for the following:

- a. Receive project applications from eligible applicants.
- b. Evaluate applications using applicable criteria and utilize the Technical Working Group to evaluate project applications and make recommendations to the Steering Committee.
- c. Prioritize and rank all eligible Sub-Regional Projects submitted and develop Waiting List priorities.
- d. Track local funding matching funding and by which agency(ies).
- e. Meet to discuss the applications and make recommendations.
- f. Make submittal of a recommended portfolio of Sub-Regional Projects to the DRCOG Board for approval and inclusion into the TIP using Douglas County Sub-Regional DRCOG federal funding allocations.

Notwithstanding anything herein to the contrary, Agencies may apply to DRCOG directly for TIP Pool funds within the TSSIP/ITS and TDM Pools for standalone “Element” projects, including but not limited to, traffic signals, intelligent transportation systems and transportation demand management, without submitting such requests to the Forum.

12. Project Requests for Regional Funding. Any municipality or Douglas County may submit projects for consideration by the Steering Committee for a Regional Funding application to DRCOG. These projects shall be of regional significance and meet the Regional eligibility, policy, and criteria established and adopted by the DRCOG Board. The Technical Working Group shall pre-screen every proposed project to reasonably confirm that each proposed project is eligible and conforms to the DRCOG TIP requirements. This MOU is not intended to preclude project proposals from cities and towns and other eligible entities that are located within Douglas County but are not among the Agencies. Such cities', towns', and other entities' project application submittals shall be considered by the Technical Working Group and Steering Committee on an equal basis with the other project requests from the Agencies.
13. Project Requests for Sub-Regional Funding. Any municipality or Douglas County may submit projects for consideration by the Steering Committee for Sub-Regional Funding. Projects may include road, bridge, transit, bike and pedestrian projects. The Technical Working Group shall pre-screen every proposed project to reasonably confirm that each proposed project is eligible and conforms to the DRCOG TIP requirements. This MOU is not intended to preclude project proposals from cities and towns and other eligible entities that are located within Douglas County but are not among the Agencies. Such cities', towns', and other entities' project application submittals shall be considered by the Technical Working Group and Steering Committee on an equal basis with the other project requests from the Agencies.
14. Planning Timeline. The submittal, review and prioritization of transportation projects will coincide with the bi-annual DRCOG TIP planning process timeline and the CDOT/Transportation Commission planning timeline.
15. General Provisions.
 - a. Integrated Memorandum of Understanding; Amendment. This MOU contains the entire understanding of the Agencies relating to the subject matter hereof and, except as provided herein, may not be modified or amended except by written agreement of all the Agencies.
 - b. Binding Effect; No Third Party Beneficiaries. This MOU shall be for the benefit of, the Agencies and their respective successors and assigns. It is expressly understood and agreed that the enforcement of terms and conditions of this MOU, and all rights of action relating to such enforcement, shall be strictly reserved to the Agencies and nothing in this MOU shall give or allow any claim or right of action whatsoever by any other person or entity not included in this MOU. It is the express intention of this MOU that any entity other than the Agencies, including any entity that receives services or benefits as a result of this MOU, shall be an incidental beneficiary only.
 - c. Government Immunity. No portion of this MOU shall be deemed to constitute a waiver of any immunities the Agencies or their officers or employees may possess, nor shall any portion of this MOU be deemed to have created a duty of care which did not previously exist with respect to any person or entity not a party to this MOU.
 - d. Severability. In the event a court of competent jurisdiction holds any provision of this MOU invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this MOU.

- e. Counterparts; Electronic Disposition. This MOU may be executed in any number of counterparts, each of which shall be deemed to be an original and all such counterparts taken together shall be deemed to constitute one and the same instrument. The Agencies acknowledge and agree that the original of this MOU, including the signature page, may be scanned and stored in a computer database or similar device, and that any printout or other output readable by sight, the reproduction of which is shown to accurately reproduce the original of this MOU, may be used for any purpose as if it were the original, including proof of the content of the original writing.

By signing this MOU, each Agency acknowledges and represents to the others that all procedures necessary to execute this MOU have been performed, and that the person signing on behalf of each Agency has been duly authorized by such Agency to do so.

CITY OF AURORA

Bob LeGare, Mayor

ATTEST:

, City Clerk

Date

APPROVED AS TO FORM:

, City Attorney

CITY OF CASTLE PINES

Tera Radloff, Mayor

ATTEST:

, City Clerk

Date

APPROVED AS TO CONTENT:

Michael Penny, City Manager

TOWN OF CASTLE ROCK

Jennifer Green, Mayor

ATTEST:

Lisa Anderson, Town Clerk

Date

APPROVED AS TO FORM:

Robert J. Slentz, Attorney

**DOUGLAS COUNTY
BOARD OF COUNTY COMMISSIONERS**

Lora L. Thomas, Chair

Date

ATTEST:

APPROVED AS TO CONTENT:

Emily Wrenn, Clerk to the Board

Douglas J. DeBord, County Manager

APPROVED AS TO FORM:

APPROVED AS TO FISCAL CONTENT:

Chris Pratt, Assistant County Attorney

Andrew Copland, Director of Finance

TOWN OF LARKSPUR

Gerry Been, Mayor

Date

APPROVED AS TO FORM:

Scotty Krob, Town Attorney

CITY OF LITTLETON

Debbie Brinkman, Mayor

ATTEST:

, City Clerk

Date

APPROVED AS TO FORM:

, City Attorney

CITY OF LONE TREE

Jacqueline Millet, Mayor

Date

ATTEST:

Jay Robb, City Clerk

TOWN OF PARKER

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

Date

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

APPENDIX A

(Updated August 3, 2018)

The following Agency Representatives have been identified to serve on the Douglas County Sub-Regional Transportation Forum (Forum) on the Steering Committee (SC) and Technical Work Group (TWG). The Steering Committee and Technical Work Group are comprised of representatives and alternates from the following eight (8) agencies: Aurora, Castle Pines, Castle Rock, Douglas County, Larkspur, Littleton, Lone Tree and Parker. Other entities are welcome to participate in these meetings but they shall not be allowed to vote.

Steering Committee (SC) Agency Representatives are:

City of Aurora

Bob Roth – Primary,

Dave Chambers, Mac Callison, Alternates

City of Castle Pines

Tera Radloff – Primary,

Michael Penny, Alternate

Town of Castle Rock

George Teal – Primary,

Jason Bower, Alternate

Douglas County

Roger Partridge – Primary,

Lora Thomas, Alternate

Town of Larkspur

Gerry Been – Primary,

Linda Black, Barbara Allen, Alternates

City of Littleton

Karina Elrod – Primary,

Kyle Schlachter, Debbie Brinkman, Alternates

City of Lone Tree

Wynne Shaw – Primary,

Jackie Millet, Alternate

Town of Parker

John Diak – Primary,

Josh Rivero, Alternate

There was a consensus by the Steering Committee to identify the following representatives to be Chair and Vice-Chair of the Steering Committee:

Roger Partridge, Chair

John Diak, Vice-Chair

Technical Work Group (TWG) Agency Representatives are:

City of Aurora

Mac Callison – Primary,

Dave Chambers, Alternate

City of Castle Pines

Michael Penny – Primary,

Zdenko Novkovic, Sam Bishop, Alternates

Town of Castle Rock

Tom Reiff – Primary,

Dan Sailer, Bob Goebel, Alternates

Douglas County

Art Griffith – Primary,

Tom Repp, Janet Herman, Alternates

Town of Larkspur

Linda Black – Primary,

Michelle Wagner, Alternate

City of Littleton

Keith Reester – Primary,

Brent Thompson, Alternate

City of Lone Tree

John Cotten – Primary,

Stephen Ellis, Lisa Albers, Alternates

Town of Parker

Chris Hudson – Primary,

Tom Williams, Bryce Matthews, Alternates

There was a consensus by the Steering Committee to identify the following representatives to be Chair and Vice-Chair of the Technical Working Group

Art Griffith, Chair

John Cotten, Vice-Chair

There was a consensus by the Steering Committee to identify the following Technical Representatives from Douglas County’s Subregional Forum’s to serve on DRCOG’s Review Panel to evaluate the DRCOG’s Regional Projects (projects to be submitted by CDOT, RTD, and all Sub-Regions for the entire DRCOG region):

Art Griffith - Primary,

John Cotten - Alternate

Appendix B

(Updated August 3, 2018)

The following supplemental criterion has been approved by the Steering Committee. This criterion may be amended from time to time and a revision dated (as shown above) will be used to reflect the most up to date criteria to be used by the Douglas County Subregional Forum.

(1) There was a consensus by the Steering Committee to establish the following minimum amount of federal funding request for individual Subregional Projects

\$250,000 minimum request of DRCOG funds allocated thru the DRCOG TIP Process.

(2) How Douglas County Subregional Forum will score individual Sub-Regional Projects

There was a consensus by the Steering Committee to utilize the Douglas County Subregional Technical Working Group (TWG) to develop and then score individual projects (with oversight and approval from DRCOG staff that the scoring criteria developed is consistent with DRCOG and FHWA requirements); and the TWG will use DRCOG staff to review project scoring prior to Steering Committee recommendations.

(3) Maximum number of Sub-Regional Projects each Agency can submit

<u>Agency Name</u>	<u>Maximum Number of Projects</u>
Aurora	2
Castle Pines	3
Castle Rock	5
Douglas County	5
Larkspur	2
Littleton	3
Lone Tree	4
Parker	4

Note: Denver South TMA and other Eligible Entities may submit two (2) projects

(4) Scoring Douglas County Sub-Regional Projects

There was a consensus by the Steering Committee to generally follow the criteria established by DRCOG for the Regional Project – as this makes the most sense in order to ensure that DRCOG’s and FHWA’s evaluation criteria is being adhered to. However, the

Steering Committee agreed to slightly modify weights as shown below in order to place slightly more emphasis on leveraging.

Douglas County Sub-Regional Projects will be scored used the following weights, which are reflected in the following points (pts):

Regional Significance of Proposed Project	40% (40 pts)
DRCOG Board approved Metro Vision TIP Focus Areas	30% (30pts)
Consistency & Contributions to Transportation-focused Metro Vision Objectives	15% (15 pts)
Leveraging of non-Regional (DRCOG) Share funds (“Overmatch”)	15% (15 pts)

- (5) **Leveraging - there was a consensus by Steering Committee to distribute points for leveraging using the following table, (the higher the local agency participation is the more points are awarded for leveraging the DRCOG funds allocated to the Douglas County Subregion).**

<u>Local Match (non DRCOG Sub-Regional funds)</u>	<u>Points for leveraging</u>
20% min. required.	0 points
20% to 24.99%	2 points
25% to 29.99%	4 points
30% to 34.99%	6 points
35% to 39.99%	8 points
40% to 44.99%	10 points
45 % to 49.99%	13 points
50% and Over	15 points

Note, the Steering Committee agreed to exempt small communities, (with a total population less than 1,000 people), from this criteria. Small communities that provide the 20% minimum required match will receive the full 15 points for leveraging.

End.



Request for Town Council Action

Date: September 4, 2018

Submitted By: Tamara Dixon, Human Resources Director

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 1.466.4- First Reading**
A Bill for an Ordinance to Amend Section 2.3 of the Town of Parker Personnel Manual Concerning Employment of Relatives Nepotism

Department: Human Resources, Tamara Dixon
Second Reading: September 17, 2017

EXECUTIVE SUMMARY

Upon review of the current Nepotism policy, revisions are being proposed to align it with current industry best practices.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The current Town policy regarding Nepotism was enacted in 2002. Upon review it was noted that as written, the policy adversely affects applicants related to employees in the IT, Finance, and Human Resources departments from applying for positions in the Town. The policy also limits the Town's recruitment efforts by making relatives of department directors ineligible for employment with the Town. To move the policy forward and in line with best practices, an ordinance amending Section 2.3 of the Town of Parker's Personnel Manual is necessary.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)



ATTACHMENTS

1. Ordinance No. 1.466.4

RECOMMENDED MOTION

I move to approve Ordinance No. 1.466.4 as part of the September 4, 2018 consent agenda and to schedule second reading for September 17, 2018.

ORDINANCE NO. 1.466.4, Series of 2018

TITLE: A BILL FOR AN ORDINANCE TO AMEND SECTION 2.3 OF THE TOWN OF PARKER PERSONNEL MANUAL CONCERNING EMPLOYMENT OF RELATIVES/NEPOTISM

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

Section 1. Section 4.9 of the Parker Personnel Manual concerning employment of relatives/nepotism is amended to read as follows:

2.3 – Employment of Relatives/Nepotism

This policy applies to any relative, higher or lower in the organization, where the hiring, transfer or promotion of a relative would cause this policy to be applied. Relatives eligible for employment under this policy must compete with other applicants according to the Town's hiring protocols. No special consideration or preference shall be given to relatives.

Policy Purpose: The employment of relatives may cause serious conflicts both personal and operational, as well as problems with favoritism, morale, confidentiality and security. In addition to claims of partiality in treatment at work, personal conflicts from outside the work environment can be carried into day-to-day working relationships by relatives. In cases where a conflict between relatives in the organization arises, the conflict may be addressed by modification of job duties, separation by assignment within the organization or termination.

The Town of Parker's policy is to avoid real or perceived conflicts of interest, or circumstances that could result in actual or perceived acts of favoritism, interpersonal conflicts or jeopardizing confidentiality. As a result, direct or indirect supervision of an employee by a relative is prohibited. Direct supervision means supervision by the employee's immediate supervisor or lead worker. Indirect supervision means supervisory authority or supervision within the same chain of command. Other situations that suggest a conflict of interest may also prevent the employment situation from occurring. The Town Administrator, the Department Director and the Human Resources Director will evaluate each situation on a case-by-case basis. The final determination will be made in the best interests of the Town.

Definition of Relatives as it Relates to Hiring, Transfer or Promotion: For the purpose of this policy, relatives are defined to include spouses, ex-spouses, parents, children, brothers, sisters, brothers-and sisters-in-law, fathers- and mothers-in-law, aunts, uncles, stepparents, stepbrothers, stepsisters, stepchildren and persons that reside together and share an intimate relationship.

~~**Policy Provisions:** Relatives shall not work in the same department (or division) if the department (or division) has less than twenty five (25) regular full-time and part-time employees.~~

~~Relatives shall not work in the same department (or division) if the department (or division) has twenty five (25) or more regular full-time and part-time employees and (i) one (1) relative would exercise any supervisory, appointment, dismissal or disciplinary authority over another relative; or (ii) one (1) relative would audit, verify, receive, or otherwise be entrusted with monies received, handled or reviewed by the other relative; or (iii) one (1) relative has access to confidential information, including, but not limited to, payroll and personnel records of another relative. In cases where a conflict between relatives in a department that has twenty five (25) or more regular full-time and regular part-time employees arises, the relatives may be separated by reassignment or terminated from employment.~~

~~Relatives shall not work for the Town if: (i) one (1) relative would exercise any supervisory, appointment, dismissal or disciplinary authority over another relative; (ii) or one (1) relative would audit, verify or otherwise be entrusted with monies received, handled or reviewed by another relative; or (iii) one (1) relative has access to confidential information, including, but not limited to, information technology, payroll and personnel records of another relative.~~

Relatives of Elected or Appointed Officials: Relatives of any elected or appointed Town official or any member of a Town board or commission are not eligible for employment with the Town. In the event an employee's relative is elected or appointed to Town Council or any other Town board or commission, the employee shall be terminated from Town employment during the term of office of the relative. Once the term of office for the relative has ended, the employee may reapply for Town employment as vacancies occur with no guarantee of re-employment.

~~**Relatives of Department Directors:** Relatives of Department Directors are not eligible for employment with the Town.~~

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

Section 3. Severability. If any clause, sentence, paragraph or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a

court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

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

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

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

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

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney



Request for Town Council Action

Date: September 4, 2018

Submitted By: Chris Hudson, Public Works Manager

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 9.277 - First Reading**
A Bill for an Ordinance to Approve the Intergovernmental Agreement Between the Town of Parker and Stonegate Village Metropolitan District Regarding Public Improvements Security

Department: Engineering/Public Works, Chris Hudson

Second Reading: September 17, 2018

EXECUTIVE SUMMARY

The proposed ordinance approves an Intergovernmental Agreement (IGA) between the Town of Parker and the Stonegate Village Metropolitan District (SVMD) regarding the elimination of the public improvements security requirements. This proposed change is in the best interest of both the Town of Parker and Stonegate Village Metropolitan District by reducing costs of projects.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Both the Town of Parker and SVMD have requirements for public improvements to be secured by a security deposit in the form of cash or letter of credit to ensure the completion of improvements. This is done as most development work could be considered speculative in nature and the security requirement ensures that improvements will be completed. Unlike private development, all governmental entities in Colorado are required to budget and appropriate for their improvements. Through this budget and appropriation process, governmental entities secure the public improvements. By requiring SVMD to secure Town improvements or vice-versa, this creates a double security requirement which in turn creates additional cost. In addition, unlike private development, governmental entities like SVMD have long-term vested interest in the community. By the elimination of this security requirement for projects between the Town and SVMD, the overall project costs will be lower.

Town Council approved similar intergovernmental agreements with the Parker Water and Sanitation District and the Cottonwood Water and Sanitation District on May 21, 2018. SVMD is the remaining water and sewer provider for the Town of Parker residents and businesses without this arrangement. The execution of this IGA will create consistency related to public improvement security with all water and sewer providers within the Town of Parker's incorporated boundary.

FINANCIAL IMPACT

By the elimination of the provision of security as it pertains to the installation of Town improvements and/or SVMD improvement improvements, both entities will eliminate the costs associated with providing a letter of credit or additional cash to ensure that the improvements are completed. While this security cost is not a major factor in the overall project cost, it is a cost that can be eliminated which will in turn result in a lower cost for the taxpayers.

STRATEGIC GOAL(S)



INNOVATE WITH
COLLABORATIVE
GOVERNANCE



ENHANCE ECONOMIC
VITALITY

ATTACHMENTS

1. Ordinance No. 9.277

RECOMMENDED MOTION

I move to approve Ordinance No. 9.277 on first reading and to schedule second reading for September, 17, 2018, as part of the consent agenda.

ORDINANCE NO. 9.277, Series of 2018

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF PARKER AND STONEGATE VILLAGE METROPOLITAN DISTRICT REGARDING PUBLIC IMPROVEMENTS SECURITY

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 between the Town of Parker and the Stonegate Village Metropolitan District Regarding Public Improvements Security, which is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

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

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

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

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

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

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

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

EXHIBIT 1

INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF PARKER AND STONEGATE VILLAGE METROPOLITAN DISTRICT REGARDING PUBLIC IMPROVEMENTS SECURITY

THIS INTERGOVERNMENTAL AGREEMENT (“the Agreement”) is made and entered into this _____ day of _____, 2018, by and between the Town of Parker, Colorado, a Colorado home rule municipality (the “Town”), and the Stonegate Village Metropolitan District, a quasi-municipal special district organized and existing pursuant to the provisions of Title 32 of the Colorado Revised Statutes (the “District”).

WITNESSETH

Whereas, C.R.S. § 29-1-203 authorizes the Town and the District, as political subdivisions, to cooperate and contract with one another regarding functions, services and facilities each is authorized to provide;

Whereas, the Town and the District desire to cooperate in coordinating their respective improvement projects to minimize their impact and cost on the community;

Whereas, the Town regulates the installation of public improvements that are to be owned by the Town (“Town Regulations”), including streets, sidewalk, drainage facilities, and other public infrastructure (the “Town Improvements”);

Whereas, the Town Regulations provide that, prior to the installation of Town Improvements, the owner of such improvements shall deposit security in the form of cash or letter of credit to secure the installation of improvements;

Whereas, the District regulates the installation of certain improvements that are to be owned by the District (“District Regulations”), including water and sewer facilities (“District Improvements”);

Whereas, the District Regulations provide that, prior to the installation of District Improvements, the owner of such improvements shall deposit security in the form of cash or letter of credit to secure the installation of the improvements;

Whereas, the Town and the District respectively own and maintain Town Improvements and the District Improvements for the benefit of the community;

Whereas, the cost to the Town to provide security to the District for the installation of District Improvements and the cost to the District to provide security to the Town for Town Improvements increases the cost to the community of public projects; and

Whereas, the Town and the District agree that it is in the best interest of the community to cooperate to reduce the cost of public projects by eliminating the provision of security as it pertains to the installation of District Improvements by the Town and Town Improvements by the District.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises set forth below, the receipt and sufficiency of which are hereby acknowledged, the Town and the District agree as follows:

1. Town Improvements. The Town will not require the District, prior to the installation of Town Improvements by the District, to deposit security with the Town to secure the installation of the improvements.

2. District Improvements. The District will not require the Town, prior to the installation of District Improvements by the Town, to deposit security with the District to secure the installation of the improvements.

3. Town Permitting/Approval of District Facilities. The Town will not require the District, prior to the issuance of a grading permit to the District, to provide security for construction best management practices, as required in Town Criteria. Nothing in this Agreement otherwise limits the permitting or approval requirements of the Town to regulate the installation of District improvements on Town Property.

4. District Permitting/Approval of Town Facilities. Nothing in this Agreement limits the permitting or approval requirements of the District to regulate the installation of Town improvements on District Property.

5. Termination of Agreement. Either party may terminate this Agreement without liability to the other party upon providing at least six (6) months' advanced written notice to the other party. Until termination, each party shall continue to perform all duties and obligations set forth herein, pursuant to the terms of this Agreement.

6. Notice. Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the party to whom such notice is to be given, at the address set forth below, or at such other address as has been previously furnished in writing, to the other party. Such notice shall be deemed to have been given when deposited in the United States mail.

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

District: District Manager
Stonegate Village Metropolitan District
10252 Stonegate Parkway
Parker, Colorado 80134

7. Additional Documents. The parties agree to execute any additional documents or take any additional action that is necessary to carry out the intent of this Agreement.

8. Colorado Law. This Agreement shall be governed by the laws of the State of Colorado. Venue for any action hereunder shall be in the District Court, County of Douglas, State of Colorado and the parties waive any right to remove any action to any other court, whether state or federal.

9. Separate Entities. The parties enter into this Agreement as separate, independent governmental entities and shall maintain such status throughout.

10. No Third-Party Beneficiaries. The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement, shall be strictly reserved to the parties, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person under such Agreement. Any beneficiary of the terms and conditions of this Agreement are not intended beneficiaries but are incidental beneficiaries only.

11. Recitals. The Recitals to this Agreement are incorporated herein by this reference.

12. Entirety. This Agreement merges and supersedes all prior negotiations, representations and agreements between the parties relating to the subject matter hereof and constitutes the entire agreement between the parties.

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

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

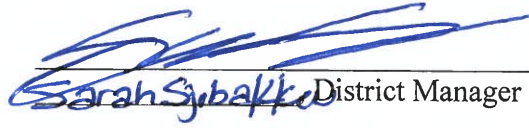
Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

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

**STONEGATE VILLAGE METROPOLITAN
DISTRICT**



Sarah Sybakko, District Manager [Print name]

ATTEST:



Scott Barnett, District Engineer [Print name]



Request for Town Council Action

Date: September 4, 2018

Submitted By: Jim Maloney, Town Attorney

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 5.28.23- First Reading**
A Bill for an Ordinance to Amend Various Sections of Title 5, Section 6.02.020, Section 8.08.010, Section 11.17.020, Section 13.13.010, and Section 13.13.020 of the Parker Municipal Code Concerning Alcohol Beverages and Marijuana

Department: Town Attorney, Jim Maloney
Second Reading: September 17, 2018

EXECUTIVE SUMMARY

The Colorado General Assembly revised the Colorado Liquor Code, which will require modifications to the Parker Municipal Code by October 1, 2018.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Parker Municipal Code needs to be amended to conform with the provisions of the Colorado General Assembly's passage of the "Department of Revenue Activities Regulation Act." This Act moves numerous sections of Title 12 of the Colorado Revised Statutes into a new Title 44 of the Colorado Revised Statutes. Currently, the Parker Municipal Code references Title 12 and not the new Title 44. As a result, the Parker Municipal Code needs to be amended by October 1, 2018, to reflect these changes.

Additionally, the attached ordinance would add a new "Art gallery permit" as an authorized liquor license under the Parker Municipal Code.

The Special Licensing Authority has reviewed the ordinance and recommends approval.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)



PROMOTE A SAFE AND
HEALTHY COMMUNITY

ATTACHMENTS

1. Ordinance No. 5.28.3

RECOMMENDED MOTION

I move to approve Ordinance No. 5.28.3 on first reading and to schedule second reading for September 17, 2018, as part of the consent agenda.

ORDINANCE NO. 5.28.3, Series of 2018

TITLE: A BILL FOR AN ORDINANCE TO AMEND VARIOUS SECTIONS OF TITLE 5, SECTION 6.02.020, SECTION 8.08.010, SECTION 11.17.020, SECTION 13.13.010, AND SECTION 13.13.020 OF THE PARKER MUNICIPAL CODE CONCERNING ALCOHOL BEVERAGES AND MARIJUANA

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

Section 1. Section 5.02.610 of the Parker Municipal Code is amended to read as follows:

5.02.610 Definition

As used in this Division, the term *liquor license* shall include the following classes of licenses:

- (1) Retail liquor store license;
- (2) Liquor-licensed drugstore;
- (3) Beer and wine license;
- (4) Hotel and restaurant license;
- (5) Club license;
- (6) Tavern license;
- (7) Optional premise license;
- (8) Brew pub license;
- (9) Arts license;
- (10) Racetrack license; **and**
- (11) Lodging and entertainment facility license; **and**
- (12) Art gallery permits.**

Section 2. Paragraph 5.02.630(a)(1) of the Parker Municipal Code is amended to read as follows:

5.02.630 Optional premises license

(a) *Optional premises* means:

(1) Premises specified in an application for a hotel and restaurant license under Article ~~47 3, of~~ Title ~~12 44 (12-47-101 44-3-101, et seq.)~~ of C.R.S., with related outdoor sports and recreational facilities for the convenience of its guests or the general public located on or adjacent to the hotel and restaurant within which such license is authorized to serve alcohol beverages in accordance with the provisions of this Division and at the discretion of the state and local licensing authorities; and

* * *

Section 3. Paragraph 5.02.730(b)(4) of the Parker Municipal Code is amended to read as follows:

5.02.730 Distance from schools.

* * *

(b) Subsection (a) above does not apply to:

* * *

(4) Any club located within the principal campus of any college, university or seminary, as defined in Section ~~12-47-103(3), (4) and (5)~~ 44-3-103(4), (5) and (6), C.R.S., which limits its membership to the faculty or staff of such institution;

* * *

Section 4. Section 5.02.790 of the Parker Municipal Code is amended to read as follows:

5.02.790 Tastings authorized

(a) Authorization. In accordance with Section ~~12-47-301(10)(a)~~ 44-3-301(10)(a), C.R.S., the Town hereby authorizes "tastings," as that term is defined in Section ~~12-47-103(37.5)~~ 44-3-103(56), C.R.S., thereby allowing retail liquor store and liquor-licensed drug store licensees to conduct tastings subject to all of the limitations set forth in Section ~~12-47-301(10)~~ 44-3-301(10), C.R.S.

* * *

(c) Process. Upon receiving the completed tastings application, the Town Clerk shall prepare the file for review by the Town of Parker Special Licensing Authority at its next regularly scheduled meeting. In the event the Special Licensing Authority determines that the applicant has complied with the provisions

of Section ~~12-47-301~~ **44-3-301**, C.R.S., and that the applicant is able to conduct tastings without creating a public safety risk to the neighborhood, the application shall be granted.

(d) Hearing. If the Special Licensing Authority determines that there is good cause for a hearing to consider whether the applicant has complied with the provisions of Section ~~12-47-301~~ **44-3-301**, C.R.S., or whether the applicant is able to conduct tastings without creating a public safety risk to the neighborhood, the Town Clerk, at the direction of the Special Licensing Authority, shall cause to be issued a notice of hearing on the tastings application. In the event the Town Clerk issues a notice of hearing on the tastings application, the notice shall be conspicuously posted on the premises at least ten (10) days prior to the hearing. Hearings held on any tastings application may result in approval or denial of said application, and the grounds for any decision on said application shall be whether the applicant has complied with the provisions of Section ~~12-47-301~~ **44-3-301**, C.R.S., and whether the applicant is able to conduct tastings without creating a public safety risk to the neighborhood. Such decision of the Special Licensing Authority shall be final.

Section 5. Subsection 5.02.810(a) of the Parker Municipal Code is amended to read as follows:

5.02.810 Retail liquor store license – Multiple licenses permitted.

(a) An owner, part owner, shareholder, or person interested directly or indirectly in a retail liquor store license issued by the Local Licensing Authority may acquire additional retail liquor store licenses issued by the Local Licensing Authority in accordance with the schedule set forth in Section ~~12-47-407(4)~~ **44-3-409(4)**, C.R.S.; provided, however, that the additional license sought to be acquired is for a retail liquor store located at least one thousand five hundred (1,500) feet from another licensed retail liquor store.

* * *

Section 6. Subsection 5.02.820(a) of the Parker Municipal Code is amended to read as follows:

5.02.820 Liquor-Licensed drugstore license – multiple license and conversion permitted.

(a) An owner, part-owner, shareholder, or person interested directly or indirectly in a liquor-licensed drugstore license issued by the Local Licensing Authority may acquire additional liquor-licensed drugstore licenses issued by the Local Licensing Authority in accordance with the schedule set forth in Section ~~12-47-408(4)~~ **44-3-410(4)**, C.R.S.; provided, however, that the additional license is obtained in accordance with Subsection (b) below.

* * *

Section 7. Section 5.02.860 of the Parker Municipal Code is amended to read as follows:

5.02.860 Definitions

The following words, terms and phrases, when used in this Article, shall have the meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:

* * *

Good cause, for the purpose of refusing or denying a license renewal or initial license issuance, means:

* * *

c. In the case of a new license, the applicant has not established the reasonable requirements of the neighborhood or the desires of its adult inhabitants as provided in Section ~~12-47-301(2)~~ **44-3-301(2)**, C.R.S.; or

* * *

Optional premises means:

a. Premises specified in an application for a hotel and restaurant license under Title ~~12-44~~, Article ~~47-3~~, C.R.S., with related outdoor sports and recreational facilities for the convenience of its guests or the general public located on or adjacent to the hotel or restaurant which is licensed to serve alcohol beverages in accordance with the provisions of this Chapter and at the discretion of the state and local licensing authorities; and

* * *

Sell or sale means any of the following: to exchange, barter or traffic in; to solicit or receive an order for except through a licensee licensed under this Chapter or Article ~~46-4~~ or ~~48-5~~ of Title ~~12-44~~, C.R.S.; to keep or expose for sale; to serve with meals; to deliver for value or in any way other than gratuitously; to peddle or possess with intent to sell; to possess or transport in contravention of this Chapter; or to traffic in for any consideration promised or obtained, directly or indirectly.

* * *

Section 8. Subsection 5.02.870(a) of the Parker Municipal Code is amended to read as follows:

5.02.870 Penalty for violation

(a) Any licensee who violates the terms of this Chapter may be subject to suspension or revocation of his or her liquor license pursuant to Section ~~12-47-601~~ 44-3-601, C.R.S.

* * *

Section 9. Section 5.02.960 of the Parker Municipal Code is amended to read as follows:

5.02.960 Special event permit authorized.

The Town shall be authorized to issue a special event permit in accordance with Section ~~12-48-101~~ 44-5-101, *et seq.*, C.R.S.

Section 10. Section 5.08.040 of the Parker Municipal Code is amended to read as follows:

5.08.040 Duties.

The Authority shall have and is vested with the authority to grant or refuse licenses for the sale at retail of malt, vinous or spirituous liquors and fermented malt beverages, as provided by law, conduct investigations as are required by law and suspend or revoke such licenses for cause in the manner provided by law. Such Authority shall have all the powers of the Local Licensing Authority, as set forth in Articles ~~46 3~~ or ~~47 4~~ of Title ~~12 44~~, C.R.S., and Title 5 of this Code. The Authority shall also have and is vested with the authority to grant or refuse licenses for amusement devices and arcades, pawnbrokers and other licenses as specifically authorized by the Town Council, conduct investigations as are required by law and suspend or revoke such licenses for cause in the manner provided by law.

Section 11. Section 6.02.020 of the Parker Municipal Code is amended to read as follows:

6.02.020 Definitions.

As used in this Chapter, the following terms shall have the meaning indicated:

* * *

Bar means any indoor area that is operated and licensed under Article ~~47 3~~ of Title ~~12 44~~, C.R.S., primarily for the sale and service of alcohol beverages for on-premises consumption and where the service of food is secondary to the consumption of such beverages.

* * *

Section 12. Subsection 8.08.010(a) of the Parker Municipal Code is amended to read as follows:

8.08.010 Possession of alcohol in public places.

(a) It is unlawful for any person to possess or consume any fermented malt beverage, or any malt, vinous or spirituous liquor, whether such possession is actual or constructive, in any public place as defined in Subsection 8.01.010(b) of this Title, upon property owned, operated, leased or maintained by the State or any political subdivision or agency thereof, or upon property owned, operated, leased or maintained by the Town; provided, however, that it shall not be a violation of this provision to: (1) store or consume any fermented malt beverage, or any malt, vinous or spirituous liquor in conformance with, and pursuant to the terms of, any validly issued permit or license; or (2) be in possession of a partially consumed bottle of vinous liquor (not to exceed seven hundred fifty [750] milliliters) that was originally sold for on-premises consumption and resealed pursuant to Section ~~12-47-411(3.5)~~ **44-3-901(10)(c)**, C.R.S.

* * *

Section 13. Subsection 11.17.020(a) of the Parker Municipal Code is amended to read as follows:

11.17.020 Growing of medical marijuana.

(a) A primary caregiver, for purposes of this Chapter and consistent with Article XVIII, Section 14(1)(f) of the Colorado Constitution, is defined as a natural person, other than the patient and the patient's physician, who is eighteen (18) years of age or older and has significant responsibility for managing the well-being of a patient who has a debilitating medical condition. In addition to other activities conducted on behalf of the patient, a primary caregiver, a patient or a group of patients cultivating marijuana plants for their own use may cultivate, possess, produce, use or transport marijuana or paraphernalia to administer marijuana for medicinal purposes, subject to the following.

(1) Such cultivation, production or possession of marijuana plants must be in full compliance with all applicable provisions of Article XVIII, Section 14 of the Colorado Constitution, the Colorado Medical Marijuana Code, Section ~~12-43.3-101~~ **12-11-101**, C.R.S., *et seq.*, as amended, and the Medical Marijuana Program, Section 25-1.5-106, C.R.S., as amended, and all implementing regulations, including 5 CCR 1006-2.

* * *

Section 14. Paragraph 13.13.010(1) of the Parker Municipal Code is amended to read as follows:

13.13.010 Findings and Legislative Intent.

The Town Council makes the following legislative findings:

(1) The Town Council finds and determines that the Colorado Medical Marijuana Code, Section ~~12.43.3-101~~ 44-11-101, C.R.S., *et seq.*, clarifies Colorado law regarding the scope and extent of Amendment 20 to the Colorado Constitution.

* * *

Section 15. Paragraph 13.13.020(1) of the Parker Municipal Code is amended to read as follows:

13.13.020 Authority

The Town Council hereby finds, determines and declares that it has the power and authority to adopt this Article pursuant to:

(1) The Colorado Medical Marijuana Code, Section ~~12.43.3-101~~ 44-11-101, C.R.S., *et seq.*,

Section 16. 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 17. 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 18. This Ordinance shall become effective ten (10) days after final publication.

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

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

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

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney



Request for Town Council Action

Date: September 4, 2018

Submitted By: Jacob James, Stormwater Manager

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 1.518 - First Reading**
A Bill for an Ordinance to Approve the Memorandum of Understanding Household Chemical Roundup Program Between Tri-County Health Department, the District Public Health Agency of the Counties of Adams, Arapahoe and Douglas, Colorado, and the Town of Parker

Department: Engineering/Public Works, Jacob James

Second Reading: September 17, 2018

EXECUTIVE SUMMARY

Tri-County Health desires to formalize the understanding of the Town's participation in the annual household chemical roundup events in Douglas County. Through financial participation with various governmental stakeholders, the Tri-County Health Department coordinates these events with one located in Parker. This Memorandum of Understanding (MOU) acknowledges the Intergovernmental Agreement between Tri-County Health and Douglas County. This MOU also describes the Town's responsibilities and obligations related to the Parker event and the overall program.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

TriCounty Health coordinates and operates three (3) household chemical roundup events in Douglas County annually. The funding for these events is obtained from various governmental stakeholders within Douglas County. Tri- County Health and Douglas County have formalized an Intergovernmental Agreement regarding this program. Tri-County Health desires to execute the MOU with all stakeholders to ensure a formal agreement on program funding and roles and responsibilities of all parties.

FINANCIAL IMPACT

The 2018 budget includes \$9,000 for the household chemical roundup in the Interdepartmental Fund. The Stormwater Enterprise Fund will contribute \$1,878. The proposed budget request for 2019 will include line items from both the Interdepartmental Fund and the Stormwater Enterprise Fund for Council to consider.

STRATEGIC GOAL(S)



ATTACHMENTS

1. Ordinance No. 1.518

RECOMMENDED MOTION

I move to approve Ordinance No. 1.518 on first reading and to schedule second reading for September, 17, 2018, as part of the consent agenda.

ORDINANCE NO. 1.518, Series of 2018

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE MEMORANDUM OF UNDERSTANDING HOUSEHOLD CHEMICAL ROUNDUP PROGRAM BETWEEN TRI-COUNTY HEALTH DEPARTMENT, THE DISTRICT PUBLIC HEALTH AGENCY OF THE COUNTIES OF ADAMS, ARAPAHOE AND DOUGLAS, COLORADO, AND THE TOWN OF PARKER

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

Section 1. The Town Council of the Town of Parker hereby approves the Memorandum of Understanding Household Chemical Roundup Program Between Tri-County Health Department, the District Public Health Agency of the Counties of Adams, Arapahoe and Douglas, Colorado, and the Town of Parker, which is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

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

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

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

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

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

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

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

EXHIBIT 1

Memorandum of Understanding **Household Chemical Roundup Program**

This Memorandum of Understanding ("Memorandum") is made effective on this ____ day of ____, 2018, between Tri-County Health Department, the District Public Health Agency of the Counties of Adams, Arapahoe and Douglas, Colorado ("TCHD"), and Town of Parker ("Sponsor"), for the purpose of achieving the goals and objectives of the Douglas County Household Chemical Roundup ("HCR") Program.

WHEREAS, pursuant to an Intergovernmental Agreement between TCHD and Douglas County, Colorado, TCHD will organize, manage and partially fund the 2018 Douglas County Household Chemical Roundup Program (the "Program"); and

WHEREAS, Sponsor is a governmental entity in Douglas County, and has agreed to contribute to the cost of the Program, as more fully set forth herein; and

WHEREAS, Sponsor and TCHD desire to memorialize their agreement in writing.

NOW, THEREFORE, the parties agree as follows:

1. Household Chemical Roundup Program. TCHD shall organize, manage and partially fund the Program pursuant to the Intergovernmental Agreement between TCHD and Douglas County, Colorado (the "Agreement"), a copy of which is attached hereto, and incorporated herein by reference. Sponsor agrees to be bound by the terms of the Agreement applicable to the Sponsor.
2. Program Operation. Funding for the Program is to be provided by Douglas County and the Sponsors as set forth in Exhibit B of the Agreement. The Program shall be operated in accordance to the Budget, attached as Exhibit C to the Agreement, and will be managed so as not to generate revenues in excess of those set forth in Exhibit B. TCHD and Sponsor acknowledge and agree that donations to the Program may vary on a yearly basis, resulting in adjustments to each Sponsors yearly contribution.
3. Payment. Sponsor agrees to contribute the amount of \$10,878.27 to the Program, as set forth in Exhibit B of the Agreement. TCHD will invoice Sponsor for its annual contribution after the first event and will invoice the Sponsor along with sponsoring agencies listed as a part of the Agreement to share additional costs as part of the actual expenses, if any, after the conclusion of all the Program events, in an amount not to exceed \$2,000. Each Sponsor's contribution shall be made within thirty (30) days receipt of the invoice from TCHD and may include adjustments to each sponsors yearly contribution as set forth in Paragraph 2, herein.
4. Termination. TCHD or Sponsor may terminate this Agreement at any time and for any reason upon written notice to the other party of at least sixty (60) days before the effective date of such termination. In the event that this Agreement is terminated by either party, then, in that event, all fees and expenses accrued to the date of termination, not to exceed the Sponsor contribution set forth in Paragraph 3, herein, shall be paid upon submittal of an invoice by TCHD.
5. Program Funding. In the event TCHD is unable to obtain the necessary funds to operate the Program, then this Memorandum may be terminated by TCHD, as determined by TCHD in its sole and absolute discretion.
6. Governmental Immunity. All activities performed under this Agreement are hereby declared to be governmental functions. Liability for claims for injuries to persons or property arising out of the alleged negligence of either party, and their respective agencies, boards, officials, and employees, shall be controlled and limited by the provisions of the Colorado Constitution and the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as it is from time to time amended (the "CGIA").

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE BOARD OF
COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS AND TRI-
COUNTY HEALTH DEPARTMENT FOR HOUSEHOLD CHEMICAL
ROUNDUP PROGRAM.**

THIS MANAGEMENT INTERGOVERNMENTAL AGREEMENT FOR HOUSEHOLD CHEMICAL ROUNDUP PROGRAM ("Agreement"), is made and entered into as of the 19th day of April 2018, by and between the Board of County commissioners of Douglas County, Colorado, a political subdivision of the State of Colorado (hereinafter "Douglas County"), with its principal offices located at 100 Third Street, Castle Rock, Colorado 80104, and Tri-County Health Department (hereinafter "TCHD"), the District Public Health Agency for the Counties of Adams, Arapahoe, and Douglas and the State of Colorado, with its principal offices located at 6162 S. Willow Drive, Suite 100, Greenwood Village, Colorado 80111.

RECITALS

WHEREAS, Article XIV, Section 18(2)(a) of the Colorado Constitution, and section 291-203, C.R.S. provide a means whereby governmental units may cooperate or contract with one another to make the most efficient and effective use of their powers and responsibilities; and

WHEREAS, the Parties desire to set forth the terms and conditions in connection with the implementation and operation of a program where the citizens may deliver their hazardous household chemicals to a specific site for recycling or disposal, commonly known as the Household Chemical Roundup Program (referred to herein as "Program"), which Program has been provided to the citizens of Douglas County for several years.

WHEREAS, since 2001, TCHD has organized, managed, and partially funded the Program on behalf of Douglas County and the sponsoring agencies.

WHEREAS, TCHD and Douglas County desire to have TCHD continue to organize and manage the Program.

WHEREAS, in exchange for TCHD organizing and managing the Program, Douglas County shall compensate TCHD for the costs of organizing and managing the Program as specified in "Exhibit A" incorporated herein by this reference.

WHEREAS, TCHD shall enter into a Contract with a private hazardous waste disposal contractor ("Contractor"), for the disposal of the household hazardous waste, which Contractor TCHD will continue to use for the term of this Agreement.

WHEREAS, in order to fund the Program, the County will solicit the support from other sponsors in Douglas County ("Principal Sponsors"), to obtain their commitment to contribute financial and in-kind contributions to the Program. Douglas County will seek

to have the Principal Sponsors provide a **minimum** number of volunteers to staff each collection event or will seek to have the Principal Sponsors contribute the funds necessary to compensate TCHD for contingency labor as specified in Exhibit A.

NOW THEREFORE, in consideration of the mutual obligations of Douglas County and TCHD, as set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Douglas County and TCHD agree as follows:

SECTION I. TERM AND SCOPE OF WORK

1. Term: The term of this Agreement shall be from January 1, 2018 through December 31, 2018.

2. Performance by TCHD: TCHD shall plan and administer the Program pursuant to the terms and conditions set forth in the Tri-County Health Department Work Breakdown Structure ("WBS") for the Douglas County Household Chemical Roundup ("HCR") Program, attached hereto as Exhibit A, and incorporated herein by reference. Additionally, TCHD will maintain its contract with the Contractor to dispose of the household hazardous waste as contemplated herein and other contracts or purchases necessary for facilitating each of three collection events.

3. Funding: TCHD is aware that the Program is funded via contributions from Douglas County (not to exceed \$62,000), sponsoring agencies, and other contributors. TCHD shall be responsible for managing the Program in a manner that **minimizes program cost**. TCHD shall be responsible for collecting contributions and disbursing payment for services rendered by outside resources.

4. Principal Sponsorship: The following agencies have agreed to act as principal sponsors for the three Household Chemical Roundup events to be conducted as a component of the Program:

- a. Plum Creek Waste Water Authority
(To sponsor a 1-day event at the Castle Rock Water Yard or another location determined by the Committee)
- b. South Metro Fire Rescue Authority
(To sponsor a 1-day event at the Joint Service Facility or another location determined by the Committee)
- c. Highlands Ranch Metro Districts
(To sponsor a 1-day event at Shea Stadium on Redstone Park Circle)

5. Limited Obligations: The obligations of Douglas County and TCHD shall be limited to this Agreement and to the WBS (Exhibit A). Additional Program services, if any, shall be agreed to in writing, subject to review and negotiation.

SECTION 2. COMPENSATION FOR SERVICES

1. TCHD shall submit an invoice to Douglas County after each HCR event for costs incurred in the planning and management of the event. The cost to Douglas County for administrative costs shall not exceed \$20,666.66 per event for each of the three events. TCHD shall be compensated as provided for in Section 1.

SECTION 3. PAYMENT

1. Payment to Tri-County Health Department. All payments for administrative services, operational costs and Contractor costs set forth in this Agreement shall be made to TCHD within thirty (30) days of the receipt of the invoice for said costs. In the event Douglas County fails to make such a payment within said thirty (30) days, TCHD may elect, in its sole discretion, to postpone any future HCR events until such payments have been made by the County and received by TCHD.
2. Donations: It is understood by the parties that the Program is being funded via donations from various sources as outlined in "Exhibit B" incorporated herein by this reference. The Program shall be managed in a way to avoid exceeding the projected proceeds. The estimated program budget is set forth in "Exhibit C" incorporated herein by this reference.

SECTION 4. TERMINATION

1. Either party may withdraw from this Agreement, which withdrawal shall be effective after (90) days written notice has been given to the other party to the Agreement. The withdrawing party will be discharged from its obligations hereunder, provided that it has paid all outstanding financial contributions for which it is obligated under this Agreement and TCHD has properly disposed of all household chemicals and products in its possession or control. The terms and obligations for this Agreement will remain in full force and effect as to the remaining party.

SECTION 5. INSURANCE

1. TCHD and Douglas County are both recognized as political subdivisions of the State of Colorado. As such, they are governed by the Colorado Governmental Immunity Act. The parties acknowledge that TCHD is covered and self-insured under the Colorado Governmental Immunity Act, C.R.S. 24-10-101, et seq.; therefore, TCHD does not carry environmental impairment insurance protection or consulting

professional errors and omissions. The parties to this agreement agree the limited oversight activities scope of TCHD per this agreement do not warrant said protection. The parties acknowledge and agree that TCHD, its respective officers, and employees, are relying on, and do not waive or intend to waive, by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et seq., as it is from time to time amended.

2. TCHD shall maintain auto liability insurance in the amount of one million dollars (\$1,000,000.00), and shall include Douglas County as an additional insured on the policy. TCHD shall provide Douglas County a copy of the certificate of insurance.
3. TCHD shall require the Contractor to maintain insurance for the term of the 2018 HCR Program in amounts as follows: Commercial general liability insurance with a minimum of one million dollars (\$1,000,000.00) combined single limit for each occurrence and general aggregate limit of two million dollars (\$2,000,000.00); and environmental impairment insurance with minimum limit of one million dollars (\$1,000,000.00) for both single claim and aggregate. TCHD shall require the Contractor to name Douglas County, its commissioners, officers, directors, agents, and employees as an additional insured on the policy. TCHD shall provide Douglas County a copy of the certificate of insurance.
4. Nothing in this Agreement shall be interpreted as a waiver of governmental immunity for either TCHD or Douglas County.

SECTION 6. REQUIREMENTS OF TRI-COUNTY HEALTH DEPARTMENT CONTRACTOR

1. TCHD shall require the Contractor to sign, notarize, and include an affidavit in the contract between TCHD and the Contractor stating that the Contractor is acting as an independent contractor, and not as an agent of either TCHD or Douglas County.
2. TCHD will require the Contractor(s) providing services for this Agreement to comply with all federal, state and local laws, rules and regulations, and obtain the necessary permits required by those agencies.
3. TCHD will place a clause in all contracts generated by the Program that "nothing in the contract shall be construed as a waiver of governmental immunity for any participating governmental entity".
4. TCHD will require Contractor to comply with section 8-17.5-102 C.R.S. prohibiting the employment of illegal aliens on public contracts for services.

SECTION 7. INDEMNIFICATION

1. To the extent allowed by law and subject to the limitations set forth in the Colorado Governmental Immunity Act; CRS 24-10-101, et seq., TCHD agrees to release, indemnify and hold harmless Douglas County, its commissioners, officers, directors, agents and employees from any and all claims, damages, suits, costs, expenses, liability, actions or procedures of any kind or nature whatsoever, including worker's compensation claims, of or by anyone whomsoever in any way resulting from or arising out of, directly or indirectly, its performance of this Agreement or its operations in connection herewith, including acts and omissions of TCHD's officers, employees, representatives, suppliers, invitees, contractors and agents; provided, however, that TCHD need not release, indemnify or save harmless Douglas County, its commissioners, officers, directors, agents and employees from damages resulting from the sole negligence of Douglas County's commissioners, officers, directors, agents and employees.
2. TCHD shall require its contractors providing services for this Agreement to indemnify Douglas County, its commissioners, officers, directors, agents, and employees.

SECTION 8. GENERAL PROVISIONS

1. This Agreement is solely for the benefit of the parties hereto and no third party shall be entitled to claim or to enforce any rights hereunder except as specifically provided herein.
2. This Agreement contains the entire agreement between the parties, and shall not be amended or modified in any manner without such amendment or modification being agreed to and executed in writing.
3. It is the intent of the parties to comply with the provisions of Article X, Section 20, of the Constitution of the State of Colorado. Therefore, the parties agree that this Agreement shall terminate at the end of each party's current fiscal year and that funding as referenced in section 1.3 has been appropriated by Douglas County for this project.
4. This Agreement shall be governed by the laws of the State of Colorado. Venue for any disputes arising under this Agreement shall be in Douglas County, Colorado.

Liaisons:

For TCHD:

Ellen Kennedy,
Hazardous Waste & Sustainability Specialist
Tri-County Health Department
6162 S. Willow Drive, Suite 100
Greenwood Village, CO 80111
(720) 200-1592

For the County:

Rod Meredith, Operations Manager
Douglas County Dept. of Public Works Operations
3030 North Industrial Way
PO Box 1390
Castle Rock, CO 80109
Phone: (303) 663-6248

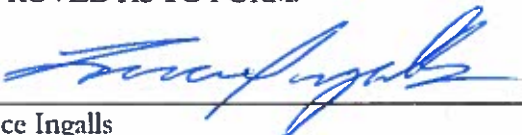
IN WITNESS WHEREOF Douglas County, by and through its authorized officer and agent, and TCHD, by and through its authorized agent have executed this Agreement on the respective dates set forth below.

THE BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF DOUGLAS,
COLORADO

By 
Douglas J. DeBord
Douglas County Manager

Date: 4/19/18

APPROVED AS TO FORM:


Lance Ingalls
Douglas County Attorney

APPROVED AS TO FISCAL CONTENT:


Andrew Copland, Director of Finance
Douglas County Government

TRI-COUNTY HEALTH DEPARTMENT

By 
John M. Douglas, Jr., M.D.
Executive Director


Jennifer L. Ludwig, MS
Deputy Director

Date: 3/27/18

ATTEST:

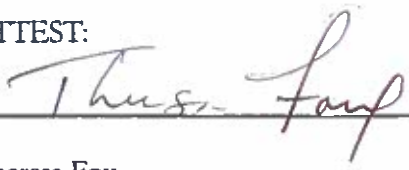

Theresa Fox
Director of Administration and Finance

EXHIBIT A

WORK BREAKDOWN STRUCTURE

TRI-COUNTY HEALTH DEPARTMENT WORK BREAKDOWN STRUCTURE DOUGLAS COUNTY HOUSEHOLD CHEMICAL ROUNDUP PROGRAM

Presented below is Tri-County Health Department's (TCHD) work breakdown structure (WBS) for the Douglas County Household Chemical Roundup (HCR) Program for FY 2018. Following the 2018 collection activities, at the direction of Douglas County, a revised WBS will be developed for 2019. The work elements (WE) and sub-elements of this WBS include scope of the Program to meet the objectives set forth in the agreement between Tri-County Health Department and Douglas County for FY 2018.

GENERAL ASSUMPTIONS

1. The period of performance for the services under this scope of work is January 1, 2018 to December 31, 2018.
2. The Labor rate estimated includes salary of employees utilized to perform the obligations of TCHD under this Agreement + 35.00% fringe.
3. TCHD's proposed level of effort for this program is based on TCHD conducting 3 collection events during the period of performance.
4. The HCR Committee, consisting of representatives from each of the principal sponsors, shall select the event locations and dates for collection.
5. TCHD shall conduct Program activities consistent with the terms of its Agreement with Douglas County. However, TCHD shall coordinate with the HCR Committee on the performance and administration of each event.
6. TCHD shall request volunteer names and contact information from each of the principal sponsors to ensure that information is received 30 days prior to each event.

WE. 10 PLANNING OPERATIONS

This work element includes labor, materials, and coordination efforts associated with collection event planning. Planning efforts shall occur in advance of each collection event.

WE .11 TCHD shall revise, as necessary, and coordinate the printing and distribution of an educational brochure to encourage Pollution Prevention (P2) and proper management of household hazardous waste (HHW). It is anticipated that other

the distribution of educational materials.

WE .12 TCHD shall supply standardized Event Forms that shall be used to collect data including participant information to ensure adequate verification of participant residency. Forms include a Participant Registration Form (may be revised if requested), Volunteer Waiver Form, Drop N' Swap Form, and an Event Evaluation Form. These materials shall be utilized for each of the FY 2018 collection events.

WE .13 TCHD will identify and pursue appropriate fundraising activities with potential additional sponsors to broaden the base of support for the Program and supplement the Principal Sponsors' financial contributions. These activities include:

- a) Drafting and mailing fundraising letters to identified Special Districts and other additional sponsors.
- b) Conducting individual follow-up providing detailed information as needed.
- c) Recognizing donors by individual letter, press releases, event promotional information, and program reports.
- d) Pursuing Supplemental Environmental Program Grant funds through CDPHE and/or USEPA.

WE.14 TCHD shall market the event and provide marketing coordination to assist the HCR Committee in promoting each event. Coordination includes preparing and distributing press releases, articles and event flyers to Program sponsors who have provided written requests 30 days prior to necessary date of delivery, and to donors, print media, homeowner associations, retail outlets and others; and coordinating with local cable channels.

WE.15 TCHD shall provide volunteer management services to the HCR Committee. These services include:

- a) Based on the estimated size of each event, TCHD shall determine volunteer manpower needs to assist in event operations.
- b) TCHD shall manage an HCR Volunteer database. The database is utilized to organize and assign duties to the primary labor force for event operations. TCHD shall prepare and maintain the database for the period of performance.

- c) Prior to each event, TCHD shall prepare a Labor Force Assignment spreadsheet that shall assign tasks to both the Contractor and volunteer workforce.
- d) TCHD shall develop, administer, and evaluate the results of a Volunteer Survey to find ways to improve future events.
- e) TCHD shall prepare and mail volunteer and donor/sponsor "Thank You" letters following each event.

WE.16 Each event requires participation from the local Fire Department, Hazardous Material Response Team, and possibly the Police or Sheriff's Department for traffic control. TCHD shall coordinate with these entities for collection events within this Program.

WE.17 Each event requires Resource Coordination to determine how recyclables such as cardboard, tires, automotive batteries, used oil, scrap metal and antifreeze are managed. TCHD shall coordinate this management with Douglas County Public Works Department and recyclable material vendors.

WE.18 TCHD shall provide vendor coordination for each event. TCHD shall coordinate procurement activities with vendors who supply operational items such as tents, dumpsters, sanitary services and any other equipment or services needed. In addition, TCHD shall coordinate the special use permits, supply of signs and traffic cones from HCR Committee entities.

WE .20 PRE & POST EVENT OPERATIONS

Coordination between TCHD and the Committee shall require the following categories of activities. Where meetings are required, tasks include agenda preparation and distribution, travel and attendance, summary preparation and distribution:

- Program Development
- Pre-Event Planning, Site Preparation and Event Logistics
- Post-Event Site Breakdown and Cleanup
- Program Evaluation/Recommendations

WE .21 TCHD shall conduct Program Development activities including finalizing its contractual agreement with Douglas County, (including legal review), confirming the number and location of events, confirming and refining marketing strategies and target audiences, confirming data to be collected from participants, and developing paint waste strategies.

WE .22 TCHD shall conduct one meeting with the existing contractor to assure program scope, dates and operational expectations are clear.

WE .23 TCHD may hold one Pre-Event Planning / Event Logistics Meeting for each event. This meeting will involve HCR Committee members representing the geographic area of the County where the Roundup will be held. A sample agenda may include final site layouts, volunteer needs, supplies and materials, workforce assessments, traffic flow patterns, outside agency support (Police/Fire/Hazmat), Personal Protection Equipment, site safety, and volunteer training and contingent resource identification.

WE .24 TCHD shall prepare one Post Event Update (either a meeting or a memo update) after each event to summarize survey data, contractor's preliminary tabulation of materials collected, donations, expenditures, etc.

WE .25 TCHD shall hold one Evaluation/Recommendation Meeting to evaluate the overall FY 2018 Program, to outline the Final Report and to identify recommendations to incorporate into the planning of FY 2019 event(s).

WE .30 EVENT OPERATIONS

This work element includes the scope for TCHD to coordinate event operations on the day of each collection event. In-kind services provided by the HCR Committee members or TCHD are also identified in this work element.

WE .31 TCHD shall provide a Site Manager to oversee and manage each collection event. This includes coordination with and management of the waste disposal and recycling contractors during set up, on event day and during break down, which may extend beyond the day of the event. The Site Manager shall make waste refusal decisions and act as the co-manager of site safety with the HHW disposal contractor. Other duties shall include event-planning, oversight of volunteer assignments and workforce adjustments, volunteer training, site layout and proper signage. At the end of each event, the Site Manager shall collect all participant surveys, participant donations, and volunteer waivers and shall document preliminary participation results for each event. Post-event responsibilities shall include event critique and Program recommendations.

WE .32 In addition to Contractor labor and the Site Manager, TCHD shall provide staff to assure safe and efficient program operations. One of these staff shall serve as back-up to the Site Manager and shall be capable of assuming all responsibilities of the Site Manager in the event of an emergency. The Principal Sponsor of each event shall be responsible for providing the remaining labor for each event, to staff the various registration and waste collection and recycling stations. Volunteers may be staff from the HCR Committee member

organizations, host site organizations, or other public or private entities, or may be members of the community.

TCHD shall request the names, addresses and phone numbers of volunteers equivalent to the mutually agreed upon number of volunteers from a respective event's Principal Sponsor to ensure that TCHD has adequate time to confirm volunteers' commitments and provide them assignments and instructions. If the Principal Sponsor provides fewer than the mutually agreed upon number of volunteers, TCHD will attempt to make up the shortfall with TCHD employees.

WE .40 PROGRAM MANAGEMENT

This work element includes a description of TCHD's labor activities to manage the HHW program.

WE .41 TCHD shall manage the Contractor at all three events, working with the contractor to identify cost effective waste management options, reviewing the Contractor invoices and paying the Contractor.

WE .42 TCHD shall review and update the list of supplies, equipment and services needed for each event. TCHD shall also procure these items and coordinate their delivery. Best estimates of costs based on previous years' expenditures are included in Exhibit C.

WE .43 TCHD shall prepare a status report after each event based on the tabulated and quality assured participation survey data and verified contractor-billing information. After all annual events are complete, a final, more detailed Program report will be prepared. The final report shall include Program statistics such as total number of participants and/or households identified by residential area, quantities of materials collected, detailed Program costs and cost per participating household. The Final Report shall compile statistics from all events and may include Program evaluation, recommendations and other information as determined by the HCR Committee.

WE .44 If requested, TCHD shall assist HCR Committee members in presenting the Program results, assessing options and making recommendations for the future of the Program to management of the principal sponsoring organizations or others.

EXHIBIT B**2018 DOUGLAS COUNTY HOUSEHOLD CHEMICAL ROUNDUP PROGRAM
PROJECTED CONTRIBUTIONS**

Donor Organizations	Projected 2018 Contribution
By Residential Area	
Principal Sponsors	
Douglas County	\$62,000
Highlands Ranch (Centennial/Metro Districts)	\$27,000
Parker Water & Sanitation District	\$13,000
Town of Parker	\$9,000
Plum Creek WW Authority	\$33,000
Other Donors	
City of Lone Tree	\$3,500
Perry Park Water & Sanitation District	\$1,000
Inverness Water & Sanitation District	\$1,000
Roxborough Water & Sanitation District	\$1,500
Castle Pines North Metro District	\$7,000
Cottonwood Metro District	\$1,000
Louviers Mutual Service Company	\$500
High Prairie Farms Metro District	\$1,000
Interstate Batteries	\$1,500
Projected Revenue from Participants	\$62,500
TOTAL	\$225,000 \$224,500



EXHIBIT C

2017 REVENUES

Douglas County	\$71,391.36
Centennial/Highlands Ranch	\$28,878.27
Parker W&S	\$14,878.27
Town of Parker	\$10,878.27
Plum Creek	\$34,878.27
Others (HOA's)	\$18,603.27
Participant Donations (Parker)	\$18,786.50
Participant Donations (Highlands Ranch)	\$33,618.00
Participant Donations (Castle Rock)	\$16,659.90
Interstate Batteries Contribution	<u>\$1,825.46</u>
TOTAL REVENUES	\$250,397.57

2017 EXPENSES

Personnel Costs	\$45,724.82
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Operating Expenses and Supplies	3 Events
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Equipment Rental	\$1,200.00
Local Travel	\$2,362.83
Vehicle Maintenance and Repairs and Gas	\$617.60
Staff Education	\$200.75
Printing, Out Side	\$1,083.00
Publicity, Incentives	\$695.79
Business Meetings	\$1,893.38
<u>Environmental Supplies</u>	<u>\$743.81</u>
Subtotal Expenses and Supplies	\$8,797.16

Services	
Hazardous Waste Disposal (Parker)	\$55,494.54
Hazardous Waste Disposal (Highlands Ranch)	\$79,320.47
Hazardous Waste Disposal (Castle Rock)	<u>\$61,060.58</u>
Subtotal Services	\$195,875.59

TOTAL EXPENSES	\$250,397.57
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NET (Revenue – Expenses)	\$0
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Cost per Household	\$74.80
Contribution per Vehicle	\$23.73
Disposal Cost per Vehicle	\$86.02



Request for Town Council Action

Date: September 4, 2018

Submitted By: Jim Maloney, Town Attorney

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 9.278 - First Reading**
A Bill for an Ordinance Approving the Intergovernmental Agreement Between the Town of Parker, Colorado, and Reata Ridge Village Metropolitan District Nos. 1-2

Department: Town Attorney, Jim Maloney
Second Reading: September 17, 2018

EXECUTIVE SUMMARY

The purpose of this agenda item is for Town Council to approve the updated Intergovernmental Agreement (the “IGA”) between the Town and Reata Ridge Village Metropolitan District Nos. 1 and 2 (the “Districts”), as provided by Town Council in Resolution No. 17-014, Series of 2017 (the “Resolution”).

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town Council approved the Consolidated Service Plan (“Service Plan”) for the Districts on April 4, 2016, by Resolution No. 16-023. The Service Plan for the Districts used metes and bounds legal descriptions rather than the plat for Stroh Crossing Filing No. 1 (“Plat”). Due to a scrivener’s error in preparing the metes and bounds legal descriptions, Tract N of the Plat was not included in District No. 2, but rather was included in District No. 1.

The Service Plan was subsequently modified to amend the boundaries of District No. 2, reflecting Tract N as within the legal boundaries of District No. 2, and its exclusion from District No. 1, as provided by the Resolution. Section 3 of the Resolution provided that the Districts would execute additional copies of the IGA to reflect the correct legal description. The District has approved and executed the updated IGA.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)



**INNOVATE WITH
COLLABORATIVE
GOVERNANCE**



**DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH**

ATTACHMENTS

1. Ordinance No. 9.278

RECOMMENDED MOTION

I move to approve Ordinance No. 9.278 on first reading and to schedule second reading for September 17, 2018, as part of the consent agenda.

ORDINANCE NO. 9.278, Series of 2018

TITLE: A BILL FOR AN ORDINANCE APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF PARKER, COLORADO AND REATA RIDGE VILLAGE METROPOLITAN DISTRICT NOS. 1-2

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

Section 1. The Town Council of the Town of Parker hereby approves the Intergovernmental Agreement by and between the Town of Parker and the Reata Ridge Village Metropolitan District Nos. 1-2, which is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

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

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

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

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

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

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

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

EXHIBIT 1

Intergovernmental Agreement

TOWN OF PARKER
INTERGOVERNMENTAL AGREEMENT BETWEEN
THE TOWN OF PARKER, COLORADO AND
REATA RIDGE VILLAGE METROPOLITAN DISTRICT NOS. 1-2

THIS AGREEMENT is made and entered into as of this 5th day of December, 2017, by and between the TOWN OF PARKER, a home rule municipal corporation of the State of Colorado (the "Town"), and REATA RIDGE VILLAGE METROPOLITAN DISTRICT NOS. 1-2, each a quasi-municipal corporation and political subdivision of the State of Colorado (each a "District" and collectively the "Districts"). The Town and the Districts 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 Districts were organized to provide those services and to exercise powers as are more specifically set forth in the Consolidated Service Plan for Reata Ridge Village Metropolitan District No. 1 and Reata Ridge Village Metropolitan District No. 2, approved by the Town on April 4, 2016 (the "Service Plan"); and

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

WHEREAS, the Town entered into that certain Amended and Restated Stroh Ranch Annexation Development Agreement with Parker Water and Sanitation District (only as to Paragraph 3) and Reata Ridge Realty Partners LLC, a Colorado limited liability company (the "Property Owner") on October 7, 2013, (the "Annexation Agreement"), which provides in part for the formation of a special taxing district to fund certain regional improvements located within or in the vicinity of the Districts' service area and located within the Town, and Reata Ridge Village Metropolitan District Nos. 1 and 2 are the special taxing districts contemplated in the Annexation Agreement; and

WHEREAS, the specific regional improvements identified in the Service Plan and the Annexation Agreement and which Property Owner, its successors and assigns are obligated to finance and/or construct include portions of Stroh Road and Parker Road, along with signalization and other improvements set forth in the Annexation Agreement (the "Regional Improvements"); and

WHEREAS, pursuant to the Annexation Agreement, the Property Owner, its successors and assigns, is responsible for constructing the Regional Improvements, and the Districts, subject to their public improvement funding capacity, intend to provide funds for the construction of the Regional Improvements or make reimbursement for the costs thereof; and

WHEREAS, pursuant to the Annexation Agreement, the Town and Property Owner have acknowledged the need for the Regional Improvements in order to accomplish the comprehensive development of the property located within the Districts' service area (the "Property"); and

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

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

WHEREAS, the Parties have determined it to be in the best interests of their respective taxpayers, residents and property owners to enter into this Intergovernmental Agreement ("Agreement") to address certain matters related to construction of the Regional Improvements, organization, powers and authorities of the Districts.

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. Regional Improvements. The Districts acknowledge and agree that the provision of the Regional Improvements is a material consideration in, and a condition of, the Town's approval of the Districts' Service Plan, and that the Town has relied thereon in approving the Service Plan. The Districts represent and warrant that they have obtained all voter authorizations and will appropriate available funds for the financing of the construction costs associated with the Regional Improvements such as design, planning, engineering, surveying, construction management, labor, materials and administrative costs related to construction of the Regional Improvements. Nothing in this Agreement shall alter, diminish, impair or otherwise affect any obligations within the Annexation Agreement or any rights or remedies of the Town for enforcement thereof.

2. Use of Regional Improvement Funds. [Not Applicable]

3. Deposit of Regional Improvement Funds. [Not Applicable]

4. Operations and Maintenance. The Districts shall dedicate the Public Improvements (as defined in the Service Plan) to the Town or other appropriate jurisdiction or owners association in a manner consistent with the final approved plat(s) and subdivision agreements for the Property located within the Districts' boundaries, other rules and regulations of the Town, and applicable provisions of the Town Code. The Districts shall not be authorized to operate and maintain any part or all of the Public Improvements, and no separate mill levy for operations and maintenance of the Public Improvements is authorized by this Agreement. The Districts shall not own fee title to any real property.

5. Fire Protection. The Districts 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 Districts' authority to plan for, design, acquire, construct,

install, relocate, redevelop or finance fire hydrants and related improvements installed as part of the water system.

6. Television Relay and Translation; Mosquito Control and Other Limitations. The Districts 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; or (d) any security, covenant enforcement and design review services.

7. Construction Standards. The Districts 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 Districts will obtain the Town's approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

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

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

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

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

10. Total Debt Issuance. The Districts shall not issue Debt in excess of \$6,600,000 in total aggregate principal amount, which limit is a combined, total aggregate amount for all Districts.

11. Monies from Other Governmental Sources. The Districts 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 Districts without any limitation.

12. Consolidation; Dissolution. The Districts shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the Town. The Districts agree that they shall take all action necessary to dissolve in accordance with the provisions of the Service Plan and applicable state statutes.

13. Service Plan Amendment Requirement. Any action of the Districts which violates the limitations set forth in Sections V.A.1-13 or VI.B-I 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 Districts. The Town may also seek damages for breach of this Agreement arising from violations by the District of any provision of the Service Plan.

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

15. Annual Report. The Districts shall submit an annual report ("Annual Report") to the Town no later than September 1st of each year following the year in which the Order and Decree creating the District has been issued by the District Court for and in Douglas County, Colorado, pursuant to Parker Municipal Code section 10.11.040 and containing the information set forth in Section VII of the Service Plan.

16. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law, including the Annual Report, shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via 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 Districts: Reata Ridge Village Metropolitan District
Nos. 1-2
c/o White Bear Ankele Tanaka & Waldron
2154 E. Commons Ave., Suite 2000
Centennial, CO 80122
Attn: Kristen D. Bear, Esq.
Phone: 303-858-1800
Fax: 303-858-1801

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

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

17. Miscellaneous.

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

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

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

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

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

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

G. Default/Remedies. In the event of a breach or default of this Agreement by any party, the non-defaulting party shall be entitled to exercise all remedies available at law

or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

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

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

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

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

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

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

TOWN OF PARKER, COLORADO

_____, Mayor

ATTEST:

_____, Town Clerk

APPROVED AS TO FORM:

_____, Town Attorney

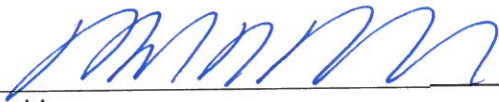
**REATA RIDGE VILLAGE METROPOLITAN
NO. 1**, a quasi-municipal corporation and political
subdivision of the State of Colorado

By: 
President

ATTEST:


Secretary

**REATA RIDGE VILLAGE METROPOLITAN
NO. 2**, a quasi-municipal corporation and political
subdivision of the State of Colorado

By: 
President

ATTEST:


Secretary



Request for Town Council Action

Date: September 4, 2018

Submitted By: Alex Mestdagh, Engineering Service Manager

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 1.477.2 - First Reading**
A Bill for an Ordinance to Approve the Second Amendment to Easement for Vehicle Parking and Other Use of Right-of-Way

Department: Engineering/Public Works, Alex Mestdagh

Second Reading: September 17, 2018

EXECUTIVE SUMMARY

This item proposes to amend an Easement for Vehicle Parking and Other Use of Right-of-Way between the Town and Parker & Lincoln Development, LLC, for the Parker Keystone Development. This amendment proposes to revise the easement language to reflect the guardrail that was constructed within the easement area.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

In April of 2016, the Town granted an Easement for Vehicle Parking and Other Use of Right-of-Way to Parker & Lincoln Development, LLC, for the Parker Keystone development. This easement allowed the developer to locate parking and other improvements necessary for the development within excess right-of-way south of Lincoln Avenue. The easement agreement specified the type of improvements that could be located within the Town property.

A revision to the development plans during construction required the installation of guardrail within this property. This was not an anticipated improvement when the easement was granted, and thus was not accounted for in the easement agreement. This amendment proposes to add a guardrail to the agreement and ensure that its maintenance is the responsibility of the developer.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH

ATTACHMENTS

1. Vicinity Map
2. Ordinance No. 1.477.2

RECOMMENDED MOTION

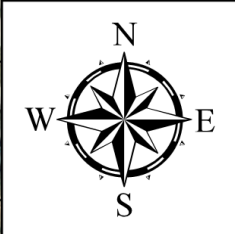
I move to approve Ordinance No. 1.477.2 on first reading and to schedule second reading for September 17, 2018, as part of the consent agenda.



Lincoln Avenue

Parker Keystone
(under construction)

Parker Road



Parker Keystone
Vicinity Map

ORDINANCE NO. 1.477.2, Series of 2018

TITLE: A BILL FOR AN ORDINANCE TO APPROVE A SECOND AMENDMENT TO EASEMENT FOR VEHICLE PARKING AND OTHER USE OF RIGHT-OF-WAY (PARKER & LINCOLN DEVELOPMENT, LLC)

WHEREAS, the Town Council of the Town of Parker desires to convey certain real property to Parker & Lincoln Development, LLC, for vehicle parking and other use of right-of-way; and

WHEREAS, the Town Council of the Town of Parker desires to authorize the Mayor to execute the subject Second Amendment to Easement Agreement.

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

Section 1. The Town Council of the Town of Parker hereby approves the Second Amendment to Easement Agreement by the Town of Parker conveying certain property to Parker & Lincoln Development, LLC, for vehicle parking and other use of right-of-way, which is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to execute the Easement Agreement on behalf of the Town.

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

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

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

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

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

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

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

EXHIBIT 1

SECOND AMENDMENT TO EASEMENT FOR VEHICLE PARKING AND OTHER USE OF RIGHT-OF-WAY

THIS SECOND AMENDMENT TO EASEMENT FOR VEHICLE PARKING AND OTHER USE OF RIGHT-OF-WAY (the "Second Amendment to Easement") is made and entered into this ____ day of _____, 2018, by and between the Town of Parker, a Colorado home rule municipality (the "Town"), and Parker & Lincoln Development, LLC, a Colorado limited liability company (the "Grantee").

RECITALS:

A. The Town and the Grantee entered into the Easement for Vehicle Parking and Other Use of Right-of-Way (the "Easement") to permit improvements in and use of the right-of-way at the corner of Lincoln Avenue and Parker Road (the "Project") on April 18, 2016.

B. The Town and the Grantee amended the Easement on May 1, 2017, to extend the termination date to commence the construction of improvements.

C. The Town and the Grantee desire to amend the Easement to more specifically include the guardrail constructed on the southeast corner of Lincoln Avenue and Parker Road.

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

Section 1. Paragraph 1. of the Easement is amended to read as follows:

1. Grant of Easement. Subject to the laws of the State of Colorado, the Home Rule Charter of the Town of Parker, Colorado, and the terms and conditions set forth in this Easement, the Town does hereby grant and convey to Grantee, its successors and assigns, for the benefit of the Development Parcel, a permanent easement for the purposes of (a) vehicle parking, sidewalks, landscaping (and any automatic sprinkler systems and water lines part of the landscaping), directional signage or markers, monument signs, retaining and screening walls, lighting facilities, guardrail, and other improvements described herein and to be constructed within the attached **Exhibit B** (the "**Easement Area B**"); (b) vehicle parking, landscaping, directional signage and other improvements described herein and to be constructed within the attached **Exhibit C** (the "**Easement Area C**"); and (c) monument signage, landscaping, directional signage or markers, lighting facilities and other improvements described herein and to be constructed within the attached **Exhibit D** (the "**Easement Area D**"); all such improvements (collectively, the "Improvements") within Easement Areas B, C, and D (collectively, the "**Easement Areas**") shall be as approved pursuant to the Site Plan (defined below) over and across the portion of the public right-of-way described herein.

Section 2. The Town and the Grantee acknowledge and agree that the Easement has not been amended, except as provided in the First Amendment and this Second Amendment to Easement.

**GRANTEE: PARKER & LINCOLN
DEVELOPMENT, LLC, a Colorado limited
liability company**

By: ACD 2013 Fund LP, a Colorado limited
partnership, Sole Member

By: ACD Fund Manager LLC, a Colorado
limited liability company, General Partner

By: Armstrong Capital Development,
LLC, a Colorado limited liability
company, Sole Member

By: _____
Gregory L. Armstrong, Manager

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by Gregory L. Armstrong, Manager of Armstrong Capital Development, LLC, a Colorado limited liability company, Sole Member of ACD Fund Manager, LLC, a Colorado limited liability company, General Partner of ACD 2013 Fund, LP, a Colorado limited partnership, Sole Member of Parker & Lincoln Development, LLC, a Colorado limited liability company.

My commission expires: _____

(S E A L)

Notary Public



Request for Town Council Action

Date: September 4, 2018
Submitted By: Alex Mestdagh, Engineering Service Manager
Reviewed By: Michelle Kivela, Town Administrator
Title: **PARCEL 1, CHALLENGER PARK FILING NO. 1 - Easements**

Department: Engineering/Public Works, Alex Mestdagh

- (1) **RESOLUTION NO. 18-059**
A Resolution Accepting the Conveyance of the First Amendment to Sight Distance Easement Agreement from the Solomon Foundation for Parcel 1, Challenger Park Filing No. 1
- (2) **RESOLUTION NO. 18-060**
A Resolution Accepting the Conveyance of a Drainage Easement Agreement from the Solomon Foundation for Parcel 1, Challenger Park Filing No. 1

EXECUTIVE SUMMARY

This item proposes to accept a drainage easement from the Solomon Foundation for Parcel 1, Challenger Park Filing No. 1, and to amend a sight distance easement previously dedicated to the Town by the Solomon Foundation on the same property. This amendment is proposed to revise the sight triangle area due to the relocation of a site entrance.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Sight triangles are delineations that help ensure motorist safety by providing drivers with obstruction-free sight lines to evaluate oncoming traffic prior to entering a roadway. The Town's Roadway criterion, in accordance with Federal guidance, requires that these areas are kept free from obstructions that could compromise this sight distance. The Town requires that

sight distance easements be dedicated over sight triangles that are located on private property to preserve the Town's ability to keep the area free of obstructions should the property owner fail to do so.

The Solomon Foundation is currently processing a Site Plan Amendment to add a second structure to Parcel 1, Challenger Park Filing No. 1. With this amendment, the site's eastern access to Pine Lane is proposed to be shifted approximately 50 feet to the west. This modification will alter the sight triangle for the entrance, over which the Town was previously granted a sight distance easement. The proposed amendment revises the easement area to match the new sight triangle.

Additionally, the Town's Stormwater criterion requires that drainage easements be dedicated for all 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/Public Works Department has reviewed and approved the construction drawings for the drainage facilities associated with the Site Plan Amendment referenced above. Since the drainage facilities are being constructed as part of a Site Plan process, and not a Plat, the easements need to be dedicated via separate instrument.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)



PROMOTE A SAFE AND
HEALTHY COMMUNITY



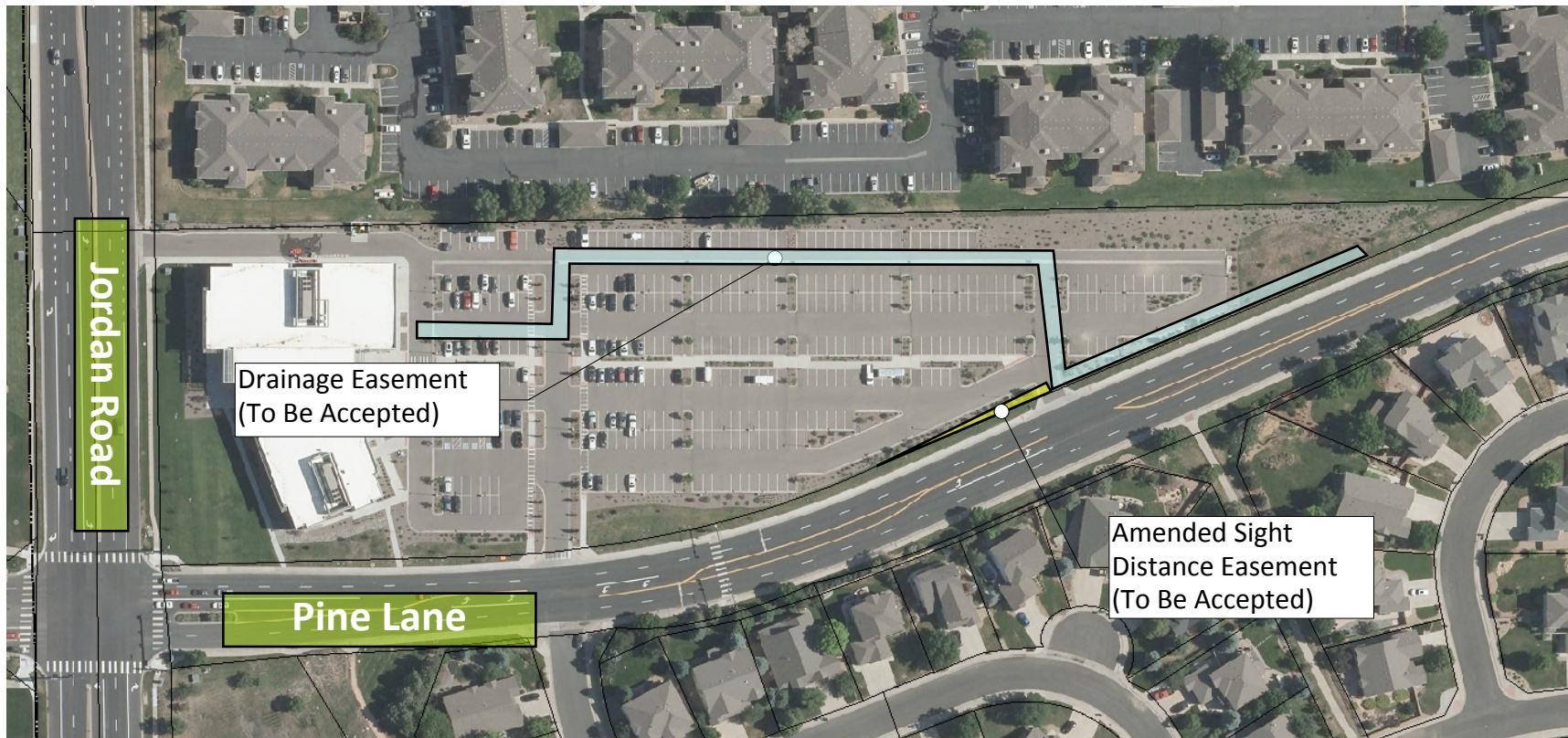
DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH

ATTACHMENTS

1. Vicinity Map
2. Resolution No. 18-059
3. Resolution No. 18-060

RECOMMENDED MOTION

I move to approve Resolution Nos. 18-059 and 18-060 as part of the consent agenda.



Solomon Foundation Easements
Vicinity Map



RESOLUTION NO. 18-059, Series of 2018

TITLE: A RESOLUTION ACCEPTING THE CONVEYANCE OF THE FIRST AMENDMENT TO SIGHT DISTANCE EASEMENT AGREEMENT FROM THE SOLOMON FOUNDATION FOR PARCEL 1, CHALLENGER PARK FILING NO. 1

WHEREAS, the Town Council of the Town of Parker desires to accept the grant of an easement for the purpose of maintaining intersection sight distance across the easement property from The Solomon Foundation for Parcel 1, Challenger Park Filing No. 1;

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 maintaining intersection sight distance across the easement property, from The Solomon Foundation for Parcel 1, Challenger Park Filing No. 1, as provided in the First Amendment to Sight Distance 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 _____, 2018.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

EXHIBIT 1

FIRST AMENDMENT TO SIGHT DISTANCE EASEMENT AGREEMENT

THIS FIRST AMENDMENT SIGHT DISTANCE EASEMENT AGREEMENT (the "First Amendment") is dated this ____ day of _____, 2018, by The Solomon Foundation ("Grantor") having an address at 16965 Pine Lane, Parker, Colorado 80134, and the Town of Parker, Colorado ("Grantee"), having an address of 20120 East Mainstreet, Parker, Colorado 80138.

RECITALS

A. The Grantor and the Grantee entered into the Sight Distance Easement Agreement on October 22, 2014 (the "Easement Agreement").

B. Grantee and Grantor desire to correct Exhibits A and B to the Easement Agreement.

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:

Section 1. Paragraph 1 of the Easement Agreement is amended to read as follows:

1. Grant of Easement. In consideration of good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor hereby grants to the Town an easement on and through the property described in **Replacement Exhibit A**, which is attached hereto and incorporated by this reference (the "Easement Property"), for the purpose of maintaining proper sight distance across the Easement Property from the adjacent roadway intersection as provided by the Town of Parker Roadway Design and Construction Criteria Manual, as amended, which adjacent roadway intersection is described in **Replacement Exhibit B**, which is attached hereto and incorporated by this reference (the "Sight Distance Area").

Section 2. The Grantee and Grantor acknowledge and agree that the Easement Agreement has not been amended, except as provided in this First Amendment.

[Remainder of page intentionally left blank. Signatures on following page.]

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

**GRANTOR: THE SOLOMON
FOUNDATION**

Douglas J. Crozier, CEO

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by Douglas J. Crozier, as CEO of The Solomon Foundation.

My commission expires: _____.

SEAL

Notary Public

GRANTEE: TOWN OF PARKER

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

REPLACEMENT EXHIBIT A

Legal Description

Parcel 1, Challenger Park Filing No. 1

REPLACEMENT EXHIBIT B
SIGHT DISTANCE EASEMENT
LEGAL DESCRIPTION

A SIGHT DISTANCE EASEMENT OVER AND ACROSS A PORTION OF PARCEL 1, CHALLENGER PARK FILING NO. 1, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 9; THENCE NORTH 89°03'31" EAST ALONG THE EAST-WEST CENTER LINE OF SAID SECTION 9, FOR 55.01 TO THE NORTHWEST CORNER OF PARCEL 1, CHALLENGER PARK FILING NO. 1;
THENCE SOUTH 00°49'24" EAST ALONG THE EAST RIGHT-OF-WAY LINE OF JORDAN ROAD, FOR 326.70 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL 1;
THENCE ALONG NORTH RIGHT-OF-WAY LINE OF PINE LANE, THE FOLLOWING FOUR COURSES:

1. NORTH 89°10'36" EAST, FOR 329.49 FEET TO A POINT OF CURVATURE;
2. ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 960.00 FEET, A CENTRAL ANGLE OF 03°22'42", AN ARC LENGTH OF 56.61 FEET, THE CHORD OF WHICH BEARS NORTH 87°29'17" EAST, FOR 56.60 FEET TO THE MOST SOUTHWESTERLY CORNER OF THAT SIGHT DISTANCE EASEMENT RECORDED AT REFERENCE NUMBER 2015041945 AND TO A POINT OF CURVATURE;
3. ON THE SOUTH LINE OF SAID SIGHT DISTANCE EASEMENT AND THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 960.00 FEET, A CENTRAL ANGLE OF 19°25'09", AN ARC LENGTH OF 325.37 FEET, THE CHORD OF WHICH BEARS NORTH 76°05'22" EAST, FOR 323.81 FEET;
4. NORTH 66°22'46" EAST, FOR 70.60 FEET TO THE **POINT OF BEGINNING**;

THENCE SOUTH 75°29'20" WEST, ON THE NORTH LINE OF SAID EASEMENT, FOR 97.85 FEET;
THENCE NORTH 69°04'35" EAST, DEPARTING SAID NORTH LINE, FOR 160.38 FEET;
THENCE NORTH 68°47'38" EAST, TO A POINT ON SAID NORTH RIGHT-OF-WAY LINE, FOR 188.59 FEET;
THENCE SOUTH 66°22'46" WEST, ON SAID NORTH RIGHT-OF-WAY LINE, FOR 252.01 FEET TO THE **POINT OF BEGINNING**.

PARCEL CONTAINS 1,877 SQUARE FEET OR 0.043 ACRES.

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE EAST-WEST CENTER LINE OF SECTION 9, MONUMENTED AT THE WEST END AT THE WEST QUARTER CORNER BY A 2-INCH ALUMINUM CAP IN RANGE BOX STAMPED "EMK PLS" AND MONUMENTED AT THE EAST END AT THE EAST QUARTER CORNER BY A 3.25-INCH ALUMINUM CAP STAMPED "2006 AZTEC CONSULTANTS INC PLS 22561" WITH THE LINE ASSUMED TO BEAR NORTH 89°03'31" EAST.

PREPARED BY:
ANTONIO W. SMITH, PLS #38320
FOR, AND ON BEHALF OF:
R&R ENGINEERS-SURVEYORS, INC.
710 WEST COLFAX AVE.
DENVER, COLORADO 80204
JUNE 20, 2018



SW 1/4 SECTION 9, TOWNSHIP 6 SOUTH, RANGE 66 WEST 6TH P.M.
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO
EXHIBIT A

P.O.C.
WEST 1/4 COR SEC 9
FOUND 2" ALUMINUM
CAP IN RANGE BOX
STAMPED "EMK PLS"

EAST 1/4 COR, SEC 9
FOUND 3.25 INCH
ALUMINUM CAP STAMPED
"2006 AZTEC CONSULTANTS
INC PLS 22561"

EAST/WEST CENTER LINE, SECTION 9
N89°03'31"E BASIS OF BEARINGS

PARCEL 1
CHALLENGER PARK
FILING NO. 1

EXISTING SIGHT
DISTANCE EASEMENT
REF. NO. 2015041945

JORDAN ROAD
(155' R.O.W.)

S00°49'24"E 326.70'

N89°10'36"E
329.49'

PINE LANE
(80' R.O.W.)

$\Delta=003^{\circ}22'42''$
R=960.00'
L=56.61'
ChB=N87°29'17"E
ChL=56.60'

N69°04'35"E
160.38'

S75°29'20"W
97.85'

N68°47'38"E
188.59'

S66°22'46"W
252.01'

POINT OF
BEGINNING

N66°22'46"E
70.60'

$\Delta=019^{\circ}25'09''$
R=960.00'
L=325.37'
ChB=N76°05'22"E
ChL=323.81'



SCALE: 1" = 120'

PARCEL CONTAINS 1,877 SQ. FT. OR 0.043 ACRES

NOTE

THIS DRAWING IS MEANT TO DEPICT THE ATTACHED LEGAL
DESCRIPTION AND IS FOR INFORMATIONAL PURPOSES ONLY.
IT DOES NOT REPRESENT A MONUMENTED LAND SURVEY.

SIGHT DISTANCE EASEMENT

Date: 06/21/18
Drawn: SHH
Checked: FAK
Job No.: BA17039

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of
2



R&R ENGINEERS-SURVEYORS, INC.

710 WEST COLFAX AVENUE
DENVER, COLORADO 80204
PH: 303-753-6730 - FAX: 303-753-6568
WWW.RRENGINEERS.COM

RESOLUTION NO. 18-060, Series of 2018

TITLE: A RESOLUTION ACCEPTING THE CONVEYANCE OF A DRAINAGE EASEMENT AGREEMENT FROM THE SOLOMON FOUNDATION FOR PARCEL 1, CHALLENGER PARK FILING NO. 1

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 from The Solomon Foundation for Parcel 1, Challenger Park Filing No. 1;

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 The Solomon Foundation for Parcel 1, Challenger Park Filing No. 1, 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 _____, 2018.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

EXHIBIT 1

DRAINAGE EASEMENT AGREEMENT

THIS DRAINAGE EASEMENT AGREEMENT (the "Easement Agreement") is dated this _____ day of _____, 2018, by The Solomon Foundation ("Grantor"), having an address at 16965 Pine Lane, Suite 200, Parker, Colorado 80134, and the Town of Parker, Colorado ("Grantee"), having an address of 20120 East Mainstreet, Parker, Colorado 80138.

WHEREAS, Grantee desires to acquire an easement for the purpose of the maintenance of a drainage pipe and appurtenant drainage facilities on and through the property more particularly described and depicted in **Exhibit A** (the "Easement Property"), attached hereto and incorporated herein by this reference; and

WHEREAS, Grantor is willing to grant an easement to Grantee for the aforesaid purposes on the terms and conditions set forth hereinbelow.

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, Grantor does hereby grant, and for and in consideration of the easement rights herein granted and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee does hereby covenant and 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 a drainage pipe and appurtenant drainage facilities. Grantee shall also have the specific rights of ingress and egress, consistent with this Easement Agreement, for the construction, reconstruction, operation and maintenance of a drainage pipe and appurtenant drainage facilities, consistent with the easement provided herein. Subject to the other terms and conditions of this Easement Agreement, Grantee shall also have the right to remove impediments to operation and maintenance of the Easement Property such as trees, asphalt and sidewalks. Grantee further agrees all construction, reconstruction, operation, maintenance, removal and any other activities which disturb the Easement Property will be coordinated with Grantor so as to minimize any disruption to Grantor's property.

2. Unencumbered Title. Grantor warrants that the Easement Property granted herein is granted free and clear of all liens and encumbrances.

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 Easement Property in the event Grantee, in its sole discretion, determines to enter the Easement Property for the operation and/or maintenance of the Easement Property 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 within fourteen (14) days after the date of written notice from Grantee, fails to correct the maintenance problem, or fails to begin to clean, cure or correct such problem within fourteen (14) days if such problem cannot be reasonably cleaned, cured or corrected within fourteen (14) days, and fails to diligently prosecute such cleaning, cure or correction to completion, then Grantee may do so 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 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 said easements and said land. 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.

IN WITNESS WHEREOF, the parties hereto have executed this Easement Agreement as of the date and year first above written.

**GRANTOR: THE SOLOMON
FOUNDATION**

Douglas J. Crozier, CEO

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by Douglas J. Crozier, as CEO of The Solomon Foundation.

My commission expires: _____.

SEAL

Notary Public

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

GRANTEE: TOWN OF PARKER

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

EXHIBIT A
LEGAL DESCRIPTION

A DRAINAGE EASEMENT OVER AND ACROSS A PORTION OF PARCEL 1, CHALLENGER PARK FILING NO. 1, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL 1;
THENCE N89°03'35"E ON THE NORTH LINE OF SAID PARCEL 1, FOR 382.84 FEET;
THENCE S00°56'29"E, 28.65 FEET TO THE **POINT OF BEGINNING**;

THENCE N90°00'00"E, FOR 239.36 FEET;
THENCE N79°03'18"E, FOR 112.27 FEET;
THENCE S51°02'59"E, FOR 52.36 FEET;
THENCE S23°40'11"E, FOR 137.78 FEET;
THENCE N66°22'46"E, FOR 445.58 FEET;
THENCE S23°37'14"E, FOR 25.00 FEET TO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF PINE LANE;
THENCE S66°22'46"W ON SAID NORTHWESTERLY RIGHT-OF-WAY LINE, 470.56 FEET;
THENCE N23°40'11"W, 156.67 FEET;
THENCE N51°02'59"W, 34.64 FEET;
THENCE S79°03'18"W, 103.03 FEET;
THENCE N90°00'00"W, 216.65 FEET;
THENCE S00°15'16"E, 83.35 FEET;
THENCE N90°00'00"W, 156.09 FEET;
THENCE N00°00'00"E, 25.00 FEET;
THENCE N90°00'00"E, 130.98 FEET;
THENCE N00°15'16"W, 83.35 FEET TO THE **POINT OF BEGINNING**,

CONTAINING A CALCULATED AREA OF 30,283 SQUARE FEET OR 0.695 ACRES.

BASIS OF BEARINGS: THE NORTH LINE OF PARCEL 1 AS SHOWN ON THE PLAT OF "CHALLENGER PARK FILING NO. 1", BEARS NORTH 89°03'35" EAST, WITH ALL OTHER BEARINGS REFERENCED THERETO.

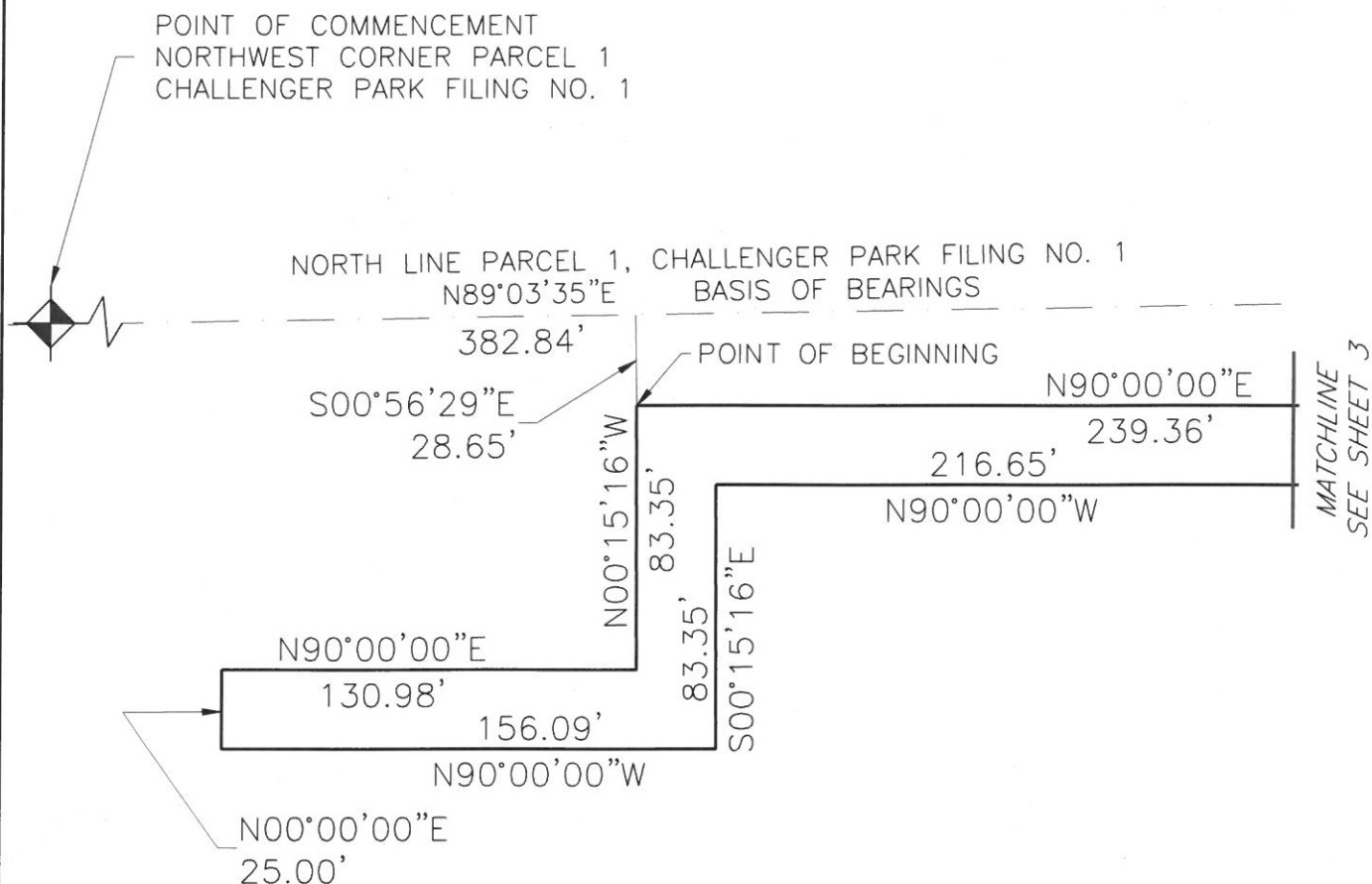


PREPARED BY:
FRANK A. KOHL, PLS #37067
FOR, AND ON BEHALF OF:
R&R ENGINEERS-SURVEYORS, INC.
710 WEST COLFAX AVE.
DENVER, COLORADO 80204
JULY 24, 2018
JOB #: BA17039

EXHIBIT A

SW 1/4 SECTION 9, TOWNSHIP 6 SOUTH, RANGE 66 WEST 6TH P.M.
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

POINT OF COMMENCEMENT
NORTHWEST CORNER PARCEL 1
CHALLENGER PARK FILING NO. 1



PARCEL 1
CHALLENGER PARK
FILING NO. 1



NOTE

THIS DRAWING IS MEANT TO DEPICT THE ATTACHED LEGAL
DESCRIPTION AND IS FOR INFORMATIONAL PURPOSES ONLY.
IT DOES NOT REPRESENT A MONUMENTED LAND SURVEY.

SCALE: 1"=60'

PARCEL CONTAINS 30,283 SQ. FT. OR 0.695 ACRES

DRAINAGE EASEMENT

Date: 07/20/18
Drawn: DF
Checked: FK
Job No.: BA17039

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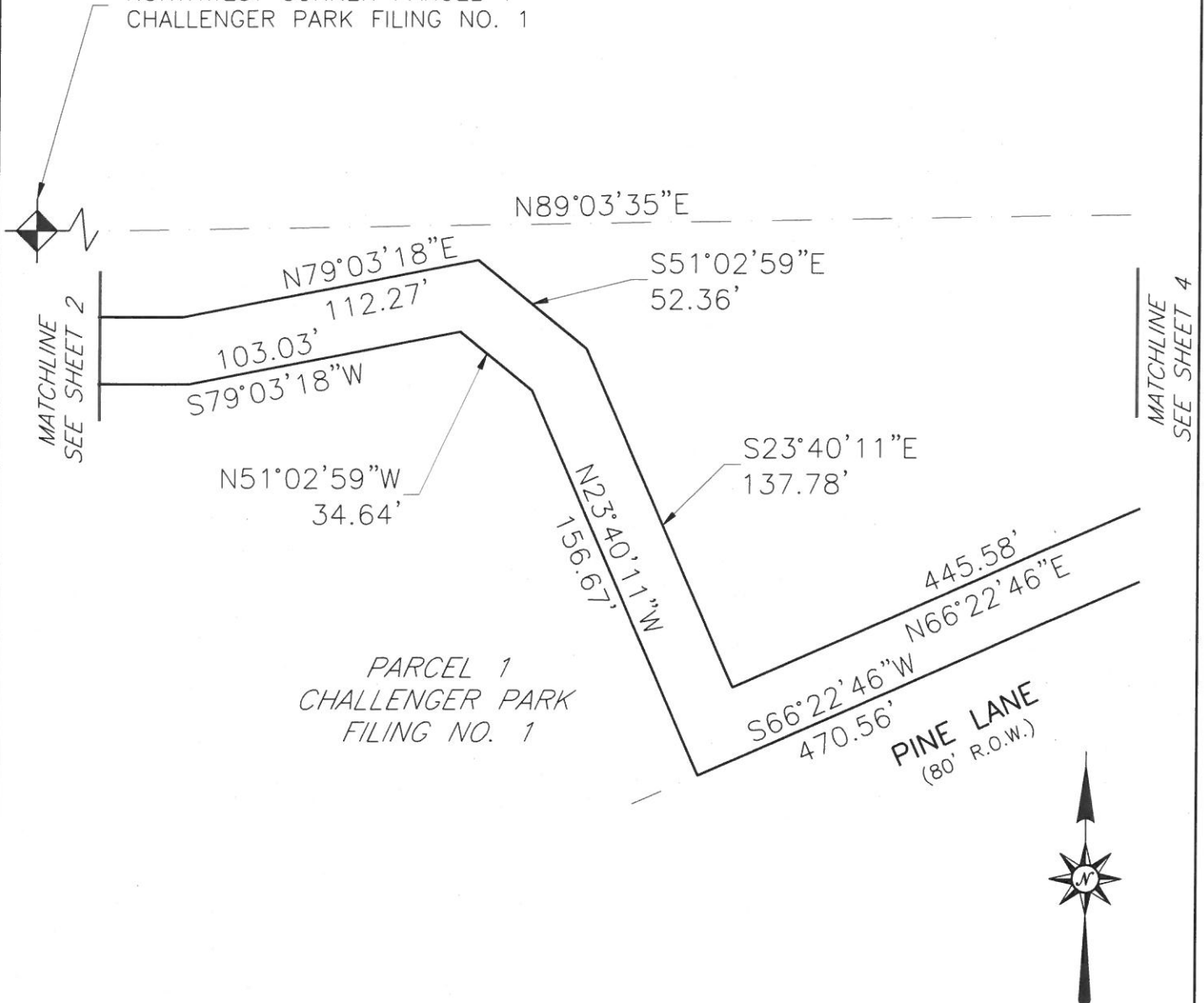
R&R ENGINEERS-SURVEYORS, INC.

710 WEST COLFAX AVENUE
DENVER, COLORADO 80204
PH: 303-753-6730 - FAX: 303-753-6568
WWW.RRENGINEERS.COM

EXHIBIT A

SW 1/4 SECTION 9, TOWNSHIP 6 SOUTH, RANGE 66 WEST 6TH P.M.
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

NORTHWEST CORNER PARCEL 1
CHALLENGER PARK FILING NO. 1



NOTE

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SCALE: 1"=60'

PARCEL CONTAINS 30,283 SQ. FT. OR 0.695 ACRES

DRAINAGE EASEMENT

Date: 07/20/18
Drawn: DF
Checked: FK
Job No.: BA17039

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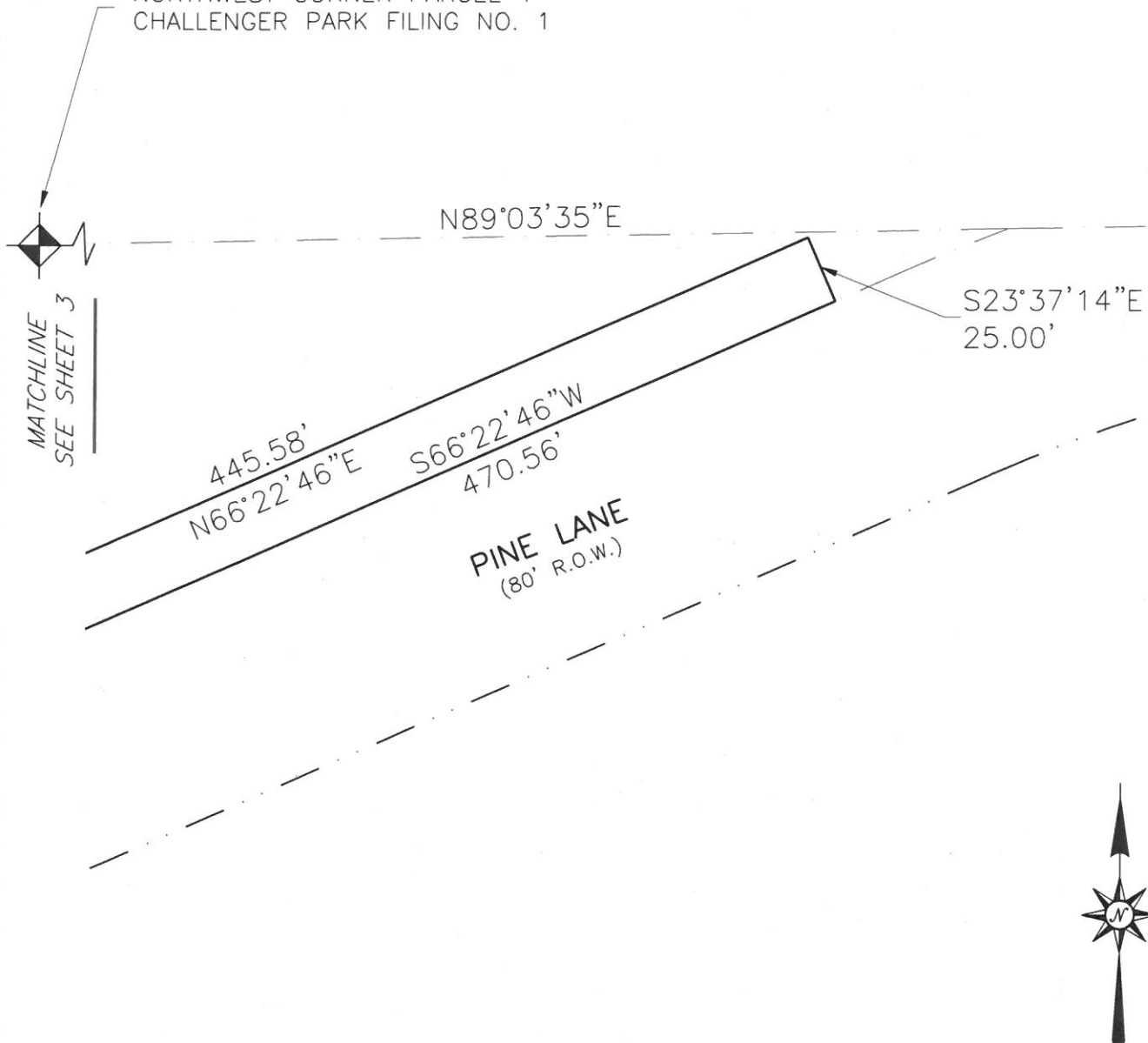
R&R ENGINEERS-SURVEYORS, INC.

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EXHIBIT A

SW 1/4 SECTION 9, TOWNSHIP 6 SOUTH, RANGE 66 WEST 6TH P.M.
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

NORTHWEST CORNER PARCEL 1
CHALLENGER PARK FILING NO. 1



NOTE

THIS DRAWING IS MEANT TO DEPICT THE ATTACHED LEGAL DESCRIPTION AND IS FOR INFORMATIONAL PURPOSES ONLY. IT DOES NOT REPRESENT A MONUMENTED LAND SURVEY.

SCALE: 1"=60'

PARCEL CONTAINS 30,283 SQ. FT. OR 0.695 ACRES

DRAINAGE EASEMENT

Date: 07/20/18
Drawn: DF
Checked: FK
Job No.: BA17039

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of
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R&R ENGINEERS-SURVEYORS, INC.

710 WEST COLFAX AVENUE
DENVER, COLORADO 80204
PH: 303-753-6730 - FAX: 303-753-6568
WWW.RRENGINEERS.COM



Request for Town Council Action

Date: September 4, 2018

Submitted By: Jim Maloney, Town Attorney

Reviewed By: Michelle Kivela, Town Administrator

Title: **RESOLUTION NO. 18-061**
A Resolution to Approve the Service Plan for Meadowlark Metropolitan District

Department: Town Attorney, Jim Maloney

EXECUTIVE SUMMARY

The owner of the real property commonly known as the Meadowlark Property desires to form a metropolitan district to finance the construction of public improvements. The property owner cannot proceed to form a metropolitan district until the Town Council, following notice and hearing, approves the service plan for the metropolitan district.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The owner of the real property commonly known as the Meadowlark Property submitted an application and draft service plan to the Town for the purpose of forming a metropolitan district to finance the construction of public improvements associated with the development of the Meadowlark Property. The application was administratively reviewed by Town staff as required by Section 10.11.160 of the Parker Municipal Code and a comprehensive analysis is contained in the written report, which is attached hereto.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)



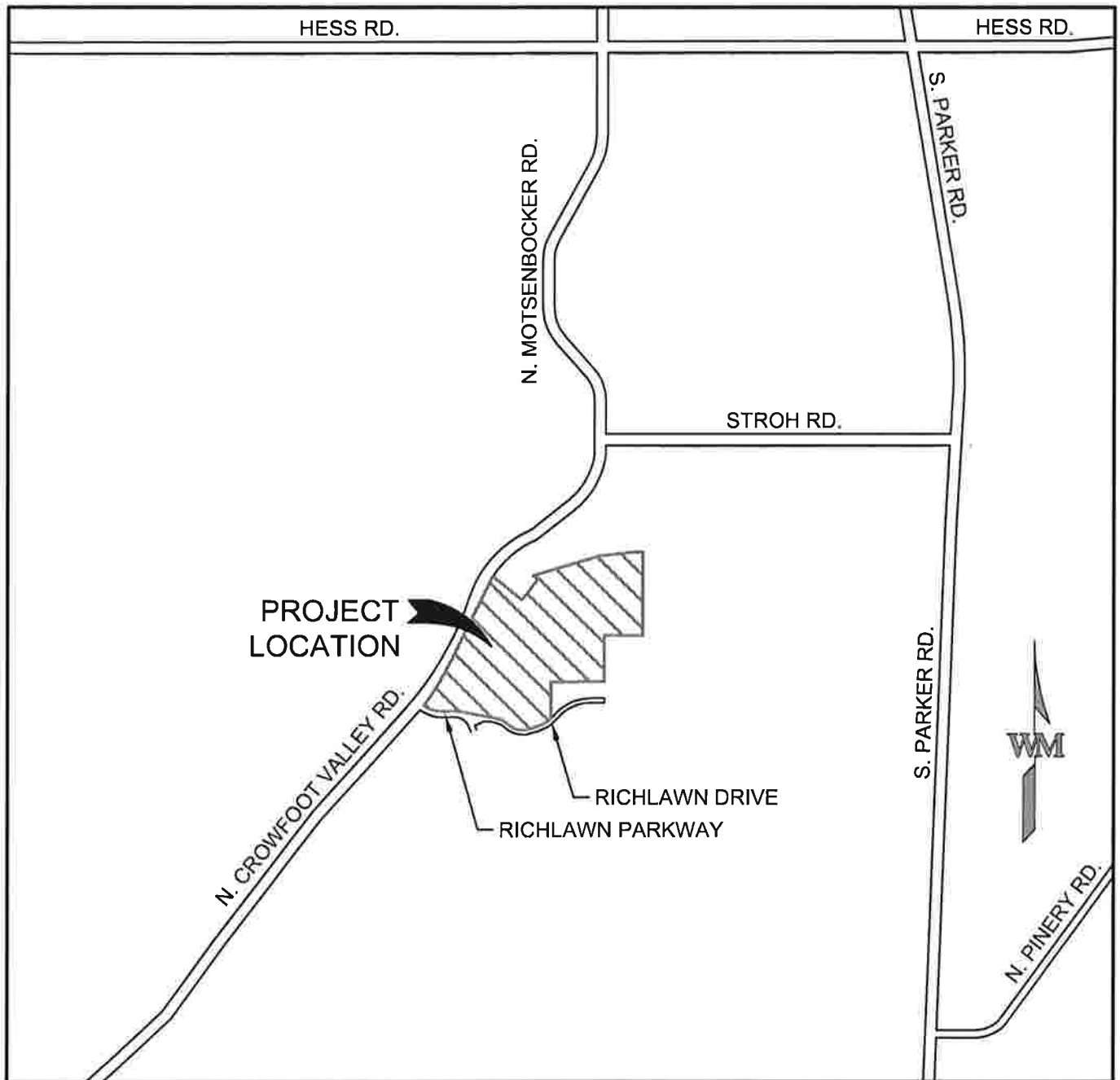
ATTACHMENTS

1. Vicinity Map

2. Resolution No. 18-061
3. Written Report - Proposed Meadowlark Metropolitan District
4. Service Plan

RECOMMENDED MOTION

I move to approve Resolution No. 18-061 as part of the consent agenda.



VICINITY MAP

SCALE 1"=2000'

RESOLUTION NO. 18-061, Series of 2018

TITLE: A RESOLUTION TO APPROVE THE SERVICE PLAN FOR MEADOWLARK METROPOLITAN DISTRICT

WHEREAS, THE TOWN COUNCIL OF PARKER FINDS:

A. That a Service Plan (“Service Plan”) for the organization of the Meadowlark Metropolitan District (the “District”) was filed in the office of the Town Clerk of the Town of Parker; and

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

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

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

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

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

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

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

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

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

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

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

I. That the creation of the District will be in the best interests of the area proposed to be served;

J. That the creation of the District will be in the best interests of the residents or future residents of the area proposed to be served;

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

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

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

Section 1. The Town Council of the Town of Parker hereby determines that upon consideration of the Service Plan ("Service Plan"), and all evidence disclosed at the public hearing on the Service Plan, the Service Plan for the Meadowlark Metropolitan District (the "District") shall be and the same is hereby approved, subject to the conditions set forth in Section 2, below.

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

a. Prior to the hearing date set by the District Court of Douglas County, pursuant to Section 32-1-304, C.R.S., the complete, fully and properly executed originals of the following documents shall be filed with the Town Clerk for the proposed District: the property owners' consent(s); the engineer's stamped opinion of probable costs; the final Financial Plan and certification; and the Project Developer's indemnification letter that are required under the Service Plan and set forth in Exhibits C-2, D, F and G to the Service Plan. The Developer's indemnification letter shall be executed by all owners of the property within the Initial District Boundaries, which owners constitute the Developer and proponents of the District.

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

RESOLVED AND PASSED this ____ day of _____, 2018.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

Light Kelly

Attorneys at Law

Samuel J. Light
(303) 298-1601 tel
(303) 298-1627 fax
slight@lightkelly.com

MEMORANDUM

TO: James S. Maloney, Town Attorney
Town of Parker

FROM: Samuel J. Light /s/

DATE: August 20, 2018

SUBJECT: Proposed Meadowlark Metropolitan District

The following sets forth our report on the proposed Meadowlark Metropolitan District (“District”) which is set for a service plan public hearing before the Town Council on September 4, 2018. This report summarizes key information about the proposed District and its Service Plan.

Meadowlark Metropolitan District

Developer: Meritage Homes of Corporation, Inc.

Attorney: McGeady Becher P.C. (Paula J. Williams & Jennifer Henry).

Finance: D.A. Davidson & Co.

Accounting: Not indicated in Service Plan.

Engineer: Ware Malcomb.

Bond Counsel: Not indicated in Service Plan.

Location: Northwest Corner of N. Crowfoot Valley Road and Richlawn Parkway

Area/Land Use: 90.86 acres/267 residential units and related development tracts.

Projected Population: 667 persons based on 267 residential units.

Build Out Schedule: Build out anticipated to occur 2020 per Financial Plan.

Projected Assessed: \$12,217,912 projected total assessed valuation (AV) for all residential development at completion of project build out, anticipated for 2020 completion year (per Financial Plan, with 2-year lag for AV realization).

Powers: Per Model Service Plan (streets, water, sanitary sewer, storm sewer, park and recreation). No ongoing operations or maintenance authority, though District will have “warranty” and maintenance obligations prior to dedication of improvements to Town and others.

Improvement Costs: \$10,791,300 per Capital Plan consisting of improvements listed in Exhibit D, including amounts for Meadowlark Subdivision Filing Nos. 1-3 (\$5,641,000), North Crowfoot Valley Road Improvements (\$288,000), Richlawn Parkway/Drive Improvements (\$372,000), and Lemon Gulch Improvements (\$2,000,000). The Lemon Gulch Improvements, along with certain North Crowfoot Valley Road street and traffic signal improvements, are regional improvements required under the Annexation Agreement for the Project.

Debt Limit: \$12,949,560; 12% maximum interest rate and 4% maximum underwriting discount per Model Service Plan. Also per Model Service Plan, privately placed bonds must be accompanied by certification that interest rate reflects market rates and debt structure is reasonable.

Mill Levy:

- a. For bonds issued that are less than or equal to 50% of the assessed value of the District, the levy can be unlimited.
- b. For bonds issued that are over 50% of the assessed value of the District, the levy is subject to a limit (currently 47.347 mills) less mills needed to pay “a” bonds and less mills for administrative operating expenses.
- c. The mill levy limit is 35 mills, which is increased, or “Gallagherized,” using a 2000 base year, resulting in a current levy of 47.347 mills. This mill levy limit is subject to future increase/decrease resulting from a Gallagher Adjustment.

Fees: No per unit or per square foot Development Fee is authorized for this District.

Dissolution: Per Model Service Plan, dissolution is to be initiated upon an independent determination of the Town that the purposes of District have been accomplished; no dissolution can occur until debts are paid or payment is provided for under applicable law.

Comments:

1. The proposed Service Plan generally conforms to the Town's Model Service Plan.
2. The District is not authorized to provide any ongoing operations or maintenance. No mill levy other than the Maximum Debt Mill Levy is authorized.
3. The Capital Plan (Exhibit D) includes costs estimates for proposed District improvements as well as cost estimates related to the regional improvements required under the Annexation Agreement. The Lemon Gulch improvements are intended to be constructed by the Town. The Annexation Agreement requires a payment to the Town of \$1,786,000 (subject to increase annually) for Lemon Gulch improvements to be paid at the time of filing of the first final plat for the Project. The developer has also paid approximately \$200,000 to the design of the Lemon Gulch improvements.
4. The Total Debt Issuance Limitation (Section V.A.9, \$12,949,560) is approximately 20% above the improvement costs anticipated in the Capital Plan (\$10,791,000), which is generally consistent with other approved service plans. Developer contributions will be required for improvement costs that cannot be financed.
5. The Financial Plan (Exhibit F) anticipates an issuance of bonds in 2019 of \$11,880,000, which are assumed to be refunded in 2029 by issuance of refunding bonds of \$16,855,000, which would pay off all principal and accrued interest of the 2019 bonds. The Total Debt Issuance Limitation does not apply to refunding Bonds issued to refund outstanding Debt. All Debt must meet statutory requirements.

SERVICE PLAN
FOR
MEADOWLARK METROPOLITAN DISTRICT
TOWN OF PARKER, COLORADO

Prepared

by

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

Approved:

Initials: _____

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LIST OF EXHIBITS

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EXHIBIT B	Parker Vicinity Map
EXHIBIT C-1	District Boundary Map
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EXHIBIT D	Capital Plan and Engineer's Opinion of Probable Cost
EXHIBIT E	Maps Depicting Public Improvements
EXHIBIT F	Financial Plan
EXHIBIT G	Indemnification Letters
EXHIBIT H	Intergovernmental Agreement

I. INTRODUCTION

A. Purpose and Intent.

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

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

B. Need for the District.

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

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

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

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

It is the intent of the District to dissolve upon payment or defeasance of all Debt incurred or upon a court determination that adequate provision has been made for the payment of all Debt, and if the District has authorized operating functions under an intergovernmental

agreement with the Town, to retain only the power necessary to impose and collect taxes or fees to pay for these costs.

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

II. DEFINITIONS

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

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

Board: means the board of directors of the District.

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

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

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

District: means the Meadowlark Metropolitan District.

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

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

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

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

Inclusion Area: **[NOT APPLICABLE]**

Inclusion Area Boundary Map: **[NOT APPLICABLE]**

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

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

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

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

Project: means the development or property commonly referred to as Meadowlark.

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

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

Service Area: means the property within the 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 District Act: means Section 32-1-101, et seq., of the Colorado Revised Statutes, as amended from time to time.

State: means the State of Colorado.

Town: means the Town of Parker, Colorado.

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

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

III. BOUNDARIES

The area of the District Boundaries includes approximately 90.87 acres. A legal description of the District Boundaries is attached hereto as Exhibit A. A map of the District Boundaries is attached hereto as Exhibit C-1. Proof of Ownership and consents of the owners to organization of the District for all properties within the District Boundaries is attached hereto as Exhibit C-2. A vicinity map is attached hereto as Exhibit B. The District's Boundaries are not anticipated to change due to inclusions and exclusions pursuant to Section 32-1-401, et seq., C.R.S., and Section 32-1-501, et seq., C.R.S. However, if the District determines to include or exclude property, such inclusions and/or exclusions shall be subject to the limitations set forth in Article V below.

IV. PROPOSED LAND USE/POPULATION PROJECTIONS/ASSESSED VALUATION

The Service Area consists of approximately 90.87 acres of land. The current assessed valuation of the Service Area is assumed to be \$0.00, for purposes of this Service Plan and, at build out, is expected to be sufficient to reasonably discharge the Debt under the Financial Plan. The residential population of the District at build-out is estimated to be approximately 667 persons based on 267 residential units with 2.5 residents per dwelling unit.

Approval of this Service Plan by the Town does not imply approval of the development of a specific area within the District, nor does it imply approval of the number of residential units which may be identified in this Service Plan or any of the exhibits attached thereto. The permitted level of 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 an intergovernmental agreement with the Town, the District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate, maintain or provide: (a) any television relay and translation facilities and services, other than for the installation of conduit as a part of a street construction project; (b) any mosquito control facilities and services; (c) any solid waste disposal, collection and transportation facilities and services; and (d) any security, covenant enforcement and design review services.

4. Construction Standards Limitation. The District will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the Town and of federal and state governmental entities having proper jurisdiction, and of those special districts that qualify as “interested persons” under Section 32-1-204(1), C.R.S., as applicable. The District will obtain the Town’s approval of civil engineering plans and will obtain applicable permits for construction and installation of 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 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 (c) 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 \$12,949,560 total aggregate principal amount; provided that such limitation shall not be applicable to refunding Bonds issued by the District to refund outstanding debt.

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

11. Consolidation Limitation. The District shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the Town.

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

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

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

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term, shall be deemed a material modification of this Service Plan, pursuant to Section 32-1-207, C.R.S., and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the Town as part of a Service Plan Amendment.

13. Revenue Bond Limitation. The District shall not issue revenue bonds, except as set forth in this Section. Prior to issuing any revenue bonds, the District shall submit all relevant details of such issuance to the Town Council, which may elect to treat the issuance of the revenue bonds as a material modification of the Service Plan. If the Town Council

determines that the issuance of revenue bonds constitutes a material modification of the Service Plan, the District shall proceed to amend the Service Plan in accordance with Section 32-1-207, C.R.S., prior to issuing any revenue bonds.

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

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

Any Town approval requirements contained in this Service Plan (including, without limitation, any provisions requiring that a change, request, occurrence, act or omission be treated as a Service Plan Amendment or be deemed a “material modification” of the Service Plan) shall remain in full force and effect, and, unless otherwise provided by resolution of the Town Council, such Town approval shall continue to be required, notwithstanding any future change in law modifying or repealing any statutory provision concerning service plans, amendments thereof or modifications thereto.

B. Capital Plan.

The District shall have authority to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment and financing of the Public Improvements within the boundaries of the District and, to the extent necessary to improve adjacent streets and connect Public Improvements to existing infrastructure, without the boundaries of the District, all to be more specifically defined in an Approved Development Plan. A Capital Plan, including: (1) a comprehensive list of the Public Improvements to be developed by the District; (2) an estimate of the cost of the Public Improvements, together with a letter from a Colorado professional registered engineer certifying that such costs are reasonable in the engineer’s opinion and that such estimates were prepared based upon Town construction standards; and (3) a pro forma capital expenditure plan correlating expenditures with development, is attached hereto as **Exhibit D**. Maps depicting Public Improvements are attached hereto as **Exhibit E**. As shown in the Capital Plan, the estimated cost of the Public Improvements which may be planned

for, designed, acquired, constructed, installed, relocated, redeveloped or financed by the District is approximately \$10,791,300. Costs of required Public Improvements that cannot be financed by the District within the parameters of this Service Plan and the financial capability of the District are expected to be financed by the developer of the Project.

The District shall be permitted to allocate costs between such categories of the Public Improvements as deemed necessary in its discretion.

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

VI. FINANCIAL PLAN

A. General.

The District shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment of the Public Improvements from its revenues and by and through the proceeds of Debt to be issued by the District. The Financial Plan for the District shall be to issue such Debt as the District can reasonably pay within the Maximum Debt Mill Levy Imposition Term from revenues derived from the Maximum Debt Mill Levy and other legally available revenues. All bonds and other Debt issued by the District may be payable from any and all legally available revenues of the District, including general ad valorem taxes to be imposed upon all taxable property within the District. The District will also rely upon various other revenue sources authorized by law, such as interest, specific ownership taxes, advances from the Project developer and grants. The District is not authorized to assess or collect any Development Fees and, unless specifically authorized in the Intergovernmental Agreement, the District shall not impose or assess any Development Fees or any other fees, rates, tolls, penalties, or charges 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 \$12,949,560 in aggregate principal amount. Debt is permitted to be issued on a schedule and in such year or years as the District determines shall meet the needs of the Capital Plan referenced above and the progression of the development, subject to compliance with this Service Plan. The \$12,949,560 that the District shall be permitted to issue is supported by the Financial Plan prepared by D.A. Davidson and Co. ("**D.A. Davidson**"), attached hereto as **Exhibit F**. D.A. Davidson shall attach a certification to the Financial Plan, certifying that based upon the assumptions contained therein and its professional opinion, the District is expected to retire all

Debt referenced in the Financial Plan within the restrictions set forth in the Service Plan, including, but not limited to, the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term.

B. Maximum Voted Interest Rate and Maximum Underwriting Discount.

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

C. Maximum Debt Mill Levy.

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

1. For the portion of any aggregate District Debt which exceeds 50% of the District’s assessed valuation, the Maximum Debt Mill Levy for such portion of Debt shall be thirty-five (35) mills less the number of mills necessary to pay District administrative operating expenses (provided that the District can contract with its bondholders to limit its administrative operating expense mill levy) and less the number of mills necessary to pay unlimited mill levy Debt described in Section VI.C.2 below; provided that if, on or after January 1, 2000, there are or were changes in the ratio of actual valuation to assessed valuation, pursuant to Article X, Section 3(1)(b) of the Colorado Constitution and legislation implementing such Section, then the mill levy limitation applicable to such Debt may be increased or decreased to offset such change, such mill levy increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy are neither diminished nor enhanced as a result of such changes (a “**Gallagher Adjustment**”). As of the date of this Service Plan, the Gallagher Adjustment allows for a Maximum Debt Mill Levy of 47.347 mills. Except for such a permitted Gallagher Adjustment, the District’s mill levy shall not exceed the Maximum Debt Mill Levy. If the District otherwise proposes to adjust its mill levy above the Maximum Debt Mill Levy for the purpose of offsetting any constitutionally or legislatively mandated credit, cut, abatement or change in the method of calculating assessed valuation, the District shall first submit all relevant details of such proposed adjustment to the Town Administrator, who may approve such proposed adjustment in writing or refer the proposal to the Town Council, which may elect to treat the proposed mill levy adjustment as a material modification of the Service Plan. If the Town Council determines that such adjustment constitutes a material modification of the Service Plan, the District shall proceed to amend the Service Plan in accordance with Section 32-1-207, C.R.S. The District shall obtain written approval of the Town Administrator or of a Service Plan amendment prior to any such mill levy adjustment.

2. For the portion of any aggregate District Debt which is equal to or less than 50% of the District’s assessed valuation, either on the date of issuance or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the

Maximum Debt Mill Levy and, as a result, the mill levy may be such amount as is necessary to pay the Debt service on such Debt, without limitation of rate.

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

D. Maximum Debt Mill Levy Imposition Term.

The District shall not impose a levy for repayment of any and all Debt (or use the proceeds of any mill levy for repayment of Debt) on any single property developed for residential uses which exceeds forty (40) years after the year of the initial imposition of such mill levy unless a majority of the Board of Directors of the District are residents of the District and have voted in favor of a refunding of a part or all of the Debt and such refunding will result in a net present value savings as set forth in Section 11-56-101, C.R.S., et seq.

E. Debt Repayment Sources.

The District may impose a mill levy on taxable property within its boundaries as a primary source of revenue for repayment of debt service and for District administrative operating expenses, subject to Section V.A.1 of the Service Plan. 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.

F. Debt Instrument Disclosure Requirement.

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

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

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

G. Security for Debt.

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

H. TABOR Compliance.

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

I. District's Administrative Operating Costs.

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

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

The Maximum Debt Mill Levy for the repayment of Debt shall not apply to the District's ability to increase its mill levy as necessary for provision of operation and maintenance services to its taxpayers and service users, if such operation and maintenance functions are specifically authorized to the District in the Intergovernmental Agreement. In such case, the authorized mill levy for operations and maintenance activities shall be subject to the limit set forth in the Intergovernmental Agreement. For this District, no such operation or maintenance functions and no separate mill levy therefor are authorized by this Service Plan or the Intergovernmental Agreement, and the District shall impose no mill levy other than the Maximum Debt Mill Levy, as set forth in Section VI.C. above; provided, however, that the foregoing shall not preclude certification of mills within the Maximum Debt Service Mill Levy for District administrative expenses (provided that the District can contract with its bondholders to so limit its mill levy).

J. Subdistricts.

The District may organize subdistricts or areas as allowed by Section 32-1-1101(1)(f), C.R.S.; provided, however, that without the approval of the Town, any such subdistrict(s) or area(s) shall be subject to all limitations on debt and other provisions of the Service Plan. In accordance with Section 32-1-1101(1)(f)(I), C.R.S., the District shall notify the

Town prior to establishing any such subdistrict(s) or area(s), and shall provide the Town with details regarding the purpose, location, and relationship of the subdistrict(s) or area(s). The Town Council may elect to treat the organization of any such subdistrict(s) or area(s) as a material modification of the Service Plan.

VII. ANNUAL REPORT

A. General.

In accordance with Town Code section 10.11.040, the District shall file an annual report with the Town Clerk not later than September 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 narrative summary of the progress of the District in implementing its Service Plan for the report year;

(a) 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;

(b) 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;

(c) 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;

(d) The District's budget for the calendar year in which the annual report is submitted;

(e) A summary of the residential development in the District for the report year;

(f) A summary of all fees, charges and assessments imposed by the District as of January 1 of the report year;

(g) 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;

(h) 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

(i) Certification from the Board of Directors of the District that the District is in compliance with all provisions of the Service Plan.

(j) A copy of the most recent notice issued by the District, pursuant to Section 32-1-809, C.R.S.

VIII. DISSOLUTION

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

IX. DISCLOSURE TO PURCHASERS

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

There is attached hereto as **Exhibit G** the Project Developer's Indemnification Letter, which is submitted to the Town by the Developer as part of this Service Plan. There is also attached hereto as **Exhibit G** the form of a District Indemnification Letter. The District shall approve and execute the Indemnification Letter at its first Board meeting after its organizational election, in the same form as the Indemnification Letter set forth in **Exhibit G** and shall promptly deliver an executed original to the Town.

X. INTERGOVERNMENTAL AGREEMENTS

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

No intergovernmental agreements between the District and any other government are anticipated. Any intergovernmental agreement proposed regarding the subject matter of this Service Plan shall be subject to review and approval by the Town prior to their execution by the District.

XI. NON-COMPLIANCE WITH SERVICE PLAN

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

XII. CONCLUSION

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

1. There is sufficient existing and projected need for organized service in the area to be serviced by the District;
2. The existing service in the area to be served by the District is inadequate for present and projected needs;
3. The District is capable of providing economical and sufficient service to the area within its proposed boundaries;
4. The area to be included in the District does have, and will have, the financial ability to discharge the proposed indebtedness on a reasonable basis;
5. Adequate service is not, and will not be, available to the area through the Town or County or other existing municipal or quasi-municipal corporations, including existing special districts, within a reasonable time and on a comparable basis;

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

7. The proposal is in substantial compliance the Town's Master Plan;

8. The proposal is in compliance with any duly adopted Town, regional or state long-range water quality management plan for the area;

9. The creation of the District is in the best interests of the area proposed to be served;

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

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

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

EXHIBIT A

Meadowlark Metropolitan District Boundaries

A tract of land situated in the Northwest $\frac{1}{4}$ of Section 3, and in the East $\frac{1}{2}$ of Section 4, Township 7 South, Range 66 West of the 6th Principal Meridian, Douglas County, Colorado, more particularly described as follows:

Commencing at the Northwest corner of the Northwest $\frac{1}{4}$ of said Section 3 and considering the North line of said Northwest $\frac{1}{4}$ to bear 89 degrees 52 minutes 31 seconds East with all bearings contained herein relative thereto;

Thence North 89 degrees 52 minutes 31 seconds East along said North line a distance of 1740.60 feet;

Thence South 00 degrees 07 minutes 29 seconds East a distance of 34.37 feet;

Thence South 23 degrees 12 minutes 25 seconds West a distance of 1054.94 feet;

Thence South 31 degrees 26 minutes 50 seconds East a distance of 550.78 feet to the Southeast corner of the Tap properties Parcel (Book 982 at Page 524) and to the True Point of Beginning;

Thence South 31 degrees 26 minutes 50 seconds East a distance of 259.41 feet;

Thence South 24 degrees 40 minutes 14 seconds East a distance of 846.84 feet;

Thence South 07 degrees 07 minutes 00 seconds East a distance of 134.18 feet to the South line of said Northwest $\frac{1}{4}$;

Thence South 89 degrees 51 minutes 10 seconds West along said South line a distance of 2118.05 feet to the East $\frac{1}{4}$ corner of said Section 4;

Thence South 00 degrees 04 minutes 26 seconds East along the East line of the Southeast $\frac{1}{4}$ of said Section 4 a distance of 619.79 feet to the Northeast corner of Richlawn Hills according to the Plat filed on January 12, 1971 per Reception No. 140291

Thence along the Northern boundary of Richlawn Hills for the next 12 courses:

1. Thence South 89 degrees 55 minutes 34 seconds West a distance of 710.00 feet;

2. Thence South 00 degrees 04 minutes 26 seconds East a distance of 491.54 feet;

3. Thence Southwesterly along the arc of curve to the right a distance of 238.13 feet, said curve has a radius of 470.00 feet and a central angle of 29 degrees 01 minutes 48 seconds to a point of tangent;

4. Thence South 75 degrees 12 minutes 17 seconds West along said tangent a distance of 107.39 feet to a point of curve;

5. Thence Westerly along the arc of a curve to the right a distance of 263.65 feet, said curve has a radius of 270.00 feet and a central angle of 55 degrees 58 minutes 50 seconds to a point of tangent;

6. Thence North 48 degrees 50 minutes 53 seconds West along said tangent a distance of 52.07 feet to a point of curve;

7. Thence Westerly along the arc of a curve to the left a distance of 127.30 feet, said curve has a radius of 240.00 feet and a central angle of 30 degrees 23 minutes 23 seconds to a point of tangent;

8. Thence North 79 degrees 14 minutes 16 seconds West along said tangent a distance of 509.97 feet to a point of curve;

9. Thence Westerly along the arc of a curve to the left a distance of 59.84 feet, said curve has a radius of 290.00 feet and a central angle of 11 degrees 49 minutes 21 seconds to a point of tangent;
10. Thence South 88 degrees 56 minutes 23 seconds West along said tangent a distance of 151.71 feet to a point of curve;
11. Thence Westerly along the arc of a curve to the right a distance of 273.32 feet, said curve has a radius of 460.00 feet and a central angle of 34 degrees 02 minutes 35 seconds to a point of tangent;
12. Thence North 57 degrees 01 minutes 62 seconds West along said tangent a distance of 76.93 feet to the East right of way line of the County Road;

Thence North 32 degrees 58 minutes 58 seconds East along said East right of way line a distance of 1116.38 feet;

Thence North 25 degrees 06 minutes 42 seconds East along said East right of way line a distance of 780.91 feet to a point of curve;

Thence Northeasterly along said East right of way line along the arc of a curve to the right a distance of 56.88 feet, said curve has a radius of 925.25 feet and a central angle of 03 degrees 31 minutes 21 seconds to the most Westerly corner of the Wilson Parcel (Book 819 at Page 717);

Thence South 50 degrees 36 minutes 41 seconds East a distance of 504.57 feet to the most Southerly corner of said Wilson Parcel;

Thence North 39 degrees 23 minutes 19 seconds East a distance of 345.29 feet to the most Easterly corner of said Wilson Parcel;

Thence North 50 degrees 36 minutes 41 seconds West along the Northeasterly line of said Wilson Parcel a distance of 87.46 feet to the most Southerly corner of the Coyle Parcel (Book 638 at Page 869);

Thence North 73 degrees 12 minutes 48 seconds East along the South line of the Coyle Parcel a distance of 913.61 feet;

Thence North 83 degrees 28 minutes 25 seconds East along the South line of the Coyle Parcel a distance of 460.79 feet to the Southeast corner of the Coyle Parcel, being the Southwest corner of the Tap properties Parcel;

Thence North 89 degrees 28 minutes 28 seconds East along the South line of the Tap Properties Parcel a distance of 1226.29 feet to the Point of Beginning.

Excepting therefrom those portions conveyed in Deed recorded October 20, 1999 in Book 1768 at Page 1098.

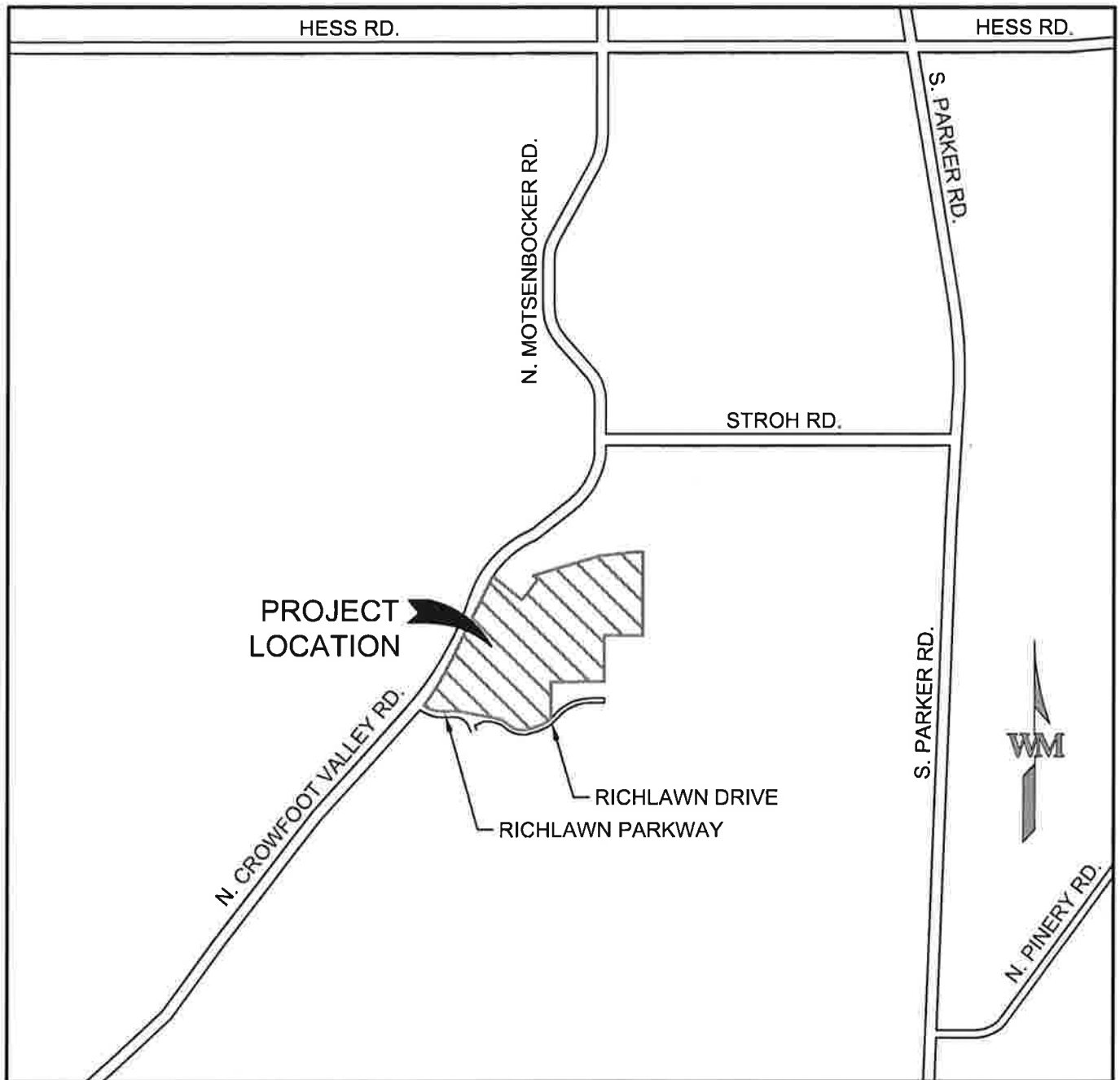
And excepting therefrom that portion taken in Rule and Order recorded September 26, 2003 at Reception No. 2003143247.

County of Douglas, State of Colorado

Said parcel contains 3,957,760 square feet, or 90.86 acres, more or less, after subtraction of the exceptions.

EXHIBIT B

Parker Vicinity Map



VICINITY MAP

SCALE 1"=2000'

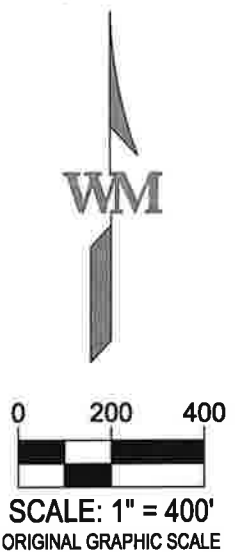
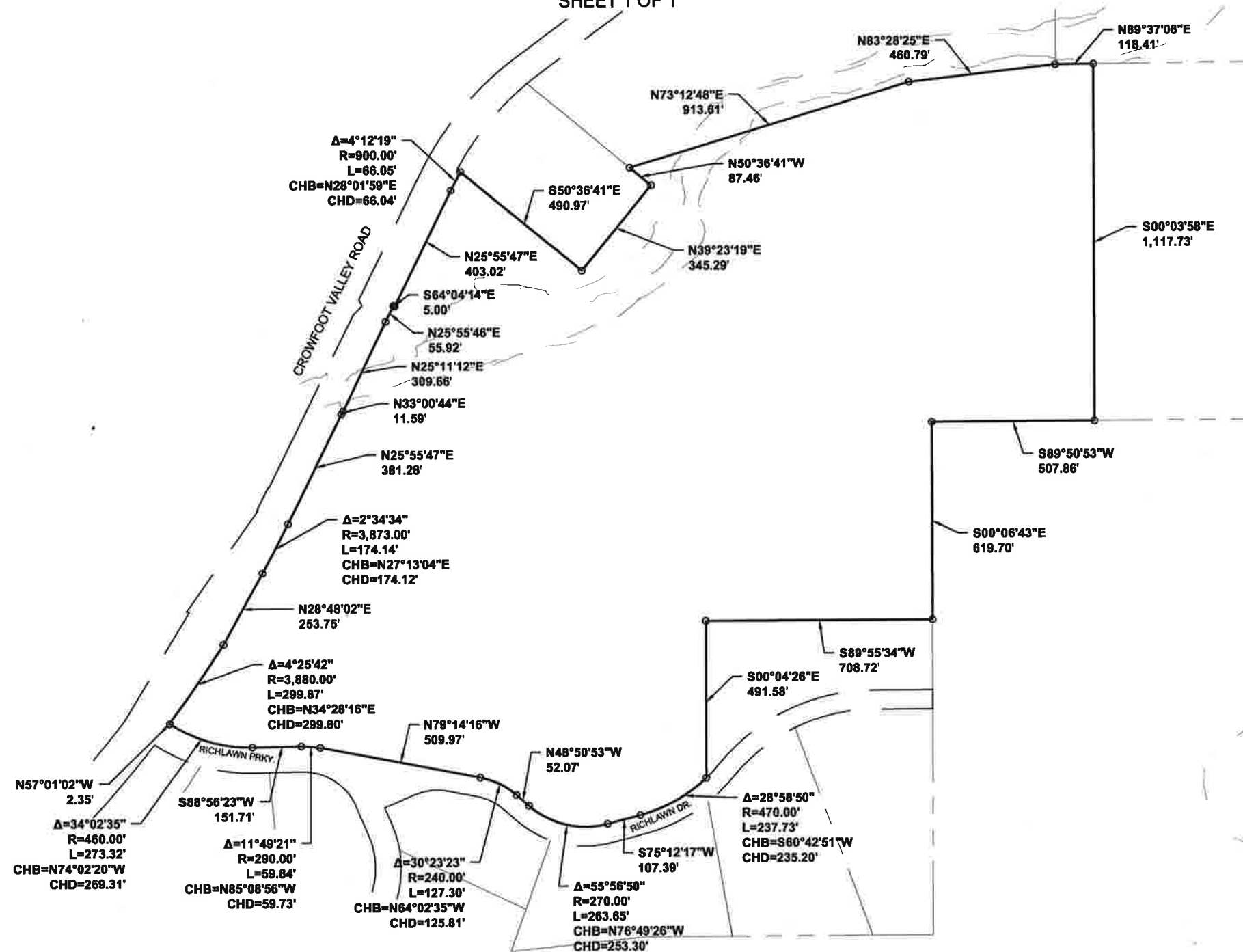
EXHIBIT C-1

District Boundary Map

DISTRICT BOUNDARY MAP

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

SHEET 1 OF 1



990 south broadway
suite 230
denver, co 80209
p 303.561.3333
waremalcomb.com

WARE MALCOMB
CIVIL ENGINEERING & SURVEYING

MEADOWLARK
DISTRICT BOUNDARY MAP

NO.	DATE	REMARKS

JOB NO.:	15030
PA / PM:	GDB
DRAWN BY:	GDB
DATE:	5/11/2018

SHEET
EX-1
Sheet 1 of 1

EXHIBIT C-2

Proof of Ownership and Consents for all Properties within District

August 3, 2018

VIA HAND DELIVERY

Town of Parker
20120 E. Mainstreet
Parker, CO 80138-7334

Re: Proposed District – Meadowlark Metropolitan District (the "District")

To Whom It May Concern:

Meritage Homes of Colorado, Inc., an Arizona corporation, is the owner of the property described in Exhibit A hereto, which constitutes all of the property within the boundaries of the District. By way of this letter, Meritage Homes of Colorado, Inc. consents to the organization of the District.

Very truly yours,

Meritage Homes of Colorado, Inc.



By: Glenn Nier

Its: Vice President-Land Development

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

Subscribed and sworn to before me by Glenn Nier of Meritage Homes of Colorado, Inc.
on this 3rd day of August, 2018.

Witness my hand and official seal.

My commission expires: 12/10/2021



Notary Public

MICHAEL BIRD
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20014027300
MY COMMISSION EXPIRES DEC. 10, 2021

**EXHIBIT A TO LETTER OF CONSENT
OWNERSHIP AND ENCUMBRANCE REPORT**



**Heritage
Title Company**

Making Homecoming Pleasant

O&E Report

Date Ordered: July 19, 2018
Order Number: H0450852 / 710.1101
Phone: 303-592-4380
Fax:
Company: McGeady Becher P.C.
Attn: Susan Askew
Owner: Meritage Homes of Colorado, Inc., an Arizona corporation
Address: Meadowlark/Lemon Gulch

Legal Description:

SEE ATTACHED EXHIBIT A

Ownership

Doc type	Doc Fee	Date	Reference #
Special Warranty Deed	\$725.00	6/4/2018	2018033243

Deed of Trust/Mortgages

Item	Payable to	Amount	Date	Reference #

This report does not include a search of the names of the property owner(s).

I/We understand that Heritage Title Company makes no warranty regarding the accuracy of the information herein provided, and further that Heritage Title Company shall not be liable for any loss incurred by reason of the information on this O&E Report.

Cindy Norlen
4582 S. Ulster Street PKY #1300
Denver, CO 80237
303-692-6600/cnorlen@heritagetco.com

Certified through July 9, 2018 AT 6:00 P.M.
THIS O&E REPORT WAS PREPARED BY CINDY NORLEN ON July 19, 2018

This report does not include a search of the names of the property owner(s).

I/We understand that Heritage Title Company makes no warranty regarding the accuracy of the information herein provided, and further that Heritage Title Company shall not be liable for any loss incurred by reason of the information on this O&E Report.

Cindy Norlen
4582 S. Ulster Street PKY #1300
Denver, CO 80237
303-692-6600/cnorlen@heritagetco.com

Exhibit A

The land referred to in Schedule A is situated in the County of Douglas, State of Colorado and is described as follows:

A tract of land situated in the Northwest $\frac{1}{4}$ of Section 3, and in the East $\frac{1}{2}$ of Section 4, Township 7 South, Range 66 West of the 6th Principal Meridian, Douglas County, Colorado, more particularly described as follows:

Commencing at the Northwest corner of the Northwest $\frac{1}{4}$ of said Section 3 and considering the North line of said Northwest $\frac{1}{4}$ to bear 89 degrees 52 minutes 31 seconds East with all bearings contained herein relative thereto;

Thence North 89 degrees 52 minutes 31 seconds East along said North line a distance of 1740.60 feet;

Thence South 00 degrees 07 minutes 29 seconds East a distance of 34.37 feet;

Thence South 23 degrees 12 minutes 25 seconds West a distance of 1054.94 feet;

Thence South 31 degrees 26 minutes 50 seconds East a distance of 550.78 feet to the Southeast corner of the Tap properties Parcel (Book 982 at Page 524) and to the True Point of Beginning;

Thence South 31 degrees 26 minutes 50 seconds East a distance of 259.41 feet;

Thence South 24 degrees 40 minutes 14 seconds East a distance of 846.84 feet;

Thence South 07 degrees 07 minutes 00 seconds East a distance of 134.18 feet to the South line of said Northwest $\frac{1}{4}$;

Thence South 89 degrees 51 minutes 10 seconds West along said South line a distance of 2118.05 feet to the East $\frac{1}{4}$ corner of said Section 4;

Thence South 00 degrees 04 minutes 26 seconds East along the East line of the Southeast $\frac{1}{4}$ of said Section 4 a distance of 619.79 feet to the Northeast corner of Richlawn Hills according to the Plat filed on January 12, 1971 per Reception No. 140291

Thence along the Northern boundary of Richlawn Hills for the next 12 courses:

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2. Thence South 00 degrees 04 minutes 26 seconds East a distance of 491.54 feet;

3. Thence Southwesterly along the arc of curve to the right a distance of 238.13 feet, said curve has a radius of 470.00 feet and a central angle of 29 degrees 01 minutes 48 seconds to a point of tangent;

4. Thence South 75 degrees 12 minutes 17 seconds West along said tangent a distance of 107.39 feet to a point of curve;

5. Thence Westerly along the arc of a curve to the right a distance of 263.65 feet, said curve has a radius of 270.00 feet and a central angle of 55 degrees 58 minutes 50 seconds to a point of tangent;

6. Thence North 48 degrees 50 minutes 53 seconds West along said tangent a distance of 52.07 feet to a point of curve;

7. Thence Westerly along the arc of a curve to the left a distance of 127.30 feet, said curve has a radius of 240.00 feet and a central angle of 30 degrees 23 minutes 23 seconds to a point of tangent;

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11. Thence Westerly along the arc of a curve to the right a distance of 273.32 feet, said curve has a radius of 460.00 feet and a central angle of 34 degrees 02 minutes 35 seconds to a point of tangent;

12. Thence North 57 degrees 01 minutes 62 seconds West along said tangent a distance of 76.93 feet to the East right of way line of the County Road;

Thence North 32 degrees 58 minutes 58 seconds East along said East right of way line a distance of 1116.38 feet;
Thence North 25 degrees 06 minutes 42 seconds East along said East right of way line a distance of 780.91 feet to a point of curve;
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Thence North 89 degrees 28 minutes 28 seconds East along the South line of the Tap Properties Parcel a distance of 1226.29 feet to the Point of Beginning.

Excepting therefrom those portions conveyed in Deed recorded October 20, 1999 in Book 1768 at Page 1098.

And excepting therefrom that portion taken in Rule and Order recorded September 26, 2003 at Reception No. 2003143247.

County of Douglas, State of Colorado,

EXHIBIT D

Capital Plan and Engineer's Opinion of Probable Cost

Date: 8/2/2018

**ENGINEER'S ESTIMATE
MEADOWLARK SUBDIVISION**

ITEM NO.	Total Cost
<u>IMPROVEMENTS</u>	
Meadowlark Subdivision Filing No. 1 Improvements	\$1,662,000
Meadowlark Subdivision Filing No. 2 Improvements	\$2,267,000
Meadowlark Subdivision Filing No. 3 Improvements	\$1,712,000
North Crowfoot Valley Road Improvements	\$288,000
Richlawn Parkway/Drive Improvements	\$372,000
Lemon Gulch Improvements	\$2,000,000
Total Site Subtotal	\$8,301,000
10% Contingency	\$830,100
3% Survey	\$249,030
5% Mobilization	\$415,050
12% Construction Management	\$996,120
Total On Site Subtotal	\$10,791,300

Date: 8/2/2018

**ENGINEER'S ESTIMATE
MEADOWLARK SUBDIVISION**

ITEM NO.	DESCRIPTION	QNTY	UNIT	UNIT COST	TOTAL COST
<u>I. STREET IMPROVEMENTS - FILING 1</u>					
1001	6 INCH VERTICAL CURB WITH 2 FT. GUTTER	1,720	LF	\$13.50	\$ 23,220.00
1002	6 INCH MEDIAN CURB & GUTTER	335	LF	\$10.00	\$ 3,350.00
1003	4 INCH R/O CURB & GUTTER	4,505	LF	\$13.00	\$ 58,565.00
1005	5 FT. DETACHED WALK (6")	6,050	LF	\$17.00	\$ 102,850.00
1009	CURB RETURNS W/ HCR'S (LOCAL - 1 RAMP)	17	EA	\$1,500.00	\$ 25,500.00
1011	MID-BLOCK HCR'S	1	EA	\$500.00	\$ 500.00
1012	TRUNCATED DOMES	18	EA	\$150.00	\$ 2,700.00
1017	FULL DEPTH ASPHALT (7.0" est.) - LOCAL	8,340	SY	\$12.00	\$ 100,080.00
1017	FULL DEPTH ASPHALT (7.0" est.) - COLLECTOR	3,450	SY	\$12.00	\$ 41,400.00
1020	SUBGRADE PLACEMENT (12" est.) - LOCAL	8,620	SY	\$2.50	\$ 21,550.00
1020	SUBGRADE PLACEMENT (12" est.) - COLLECTOR	3,450	SY	\$2.50	\$ 8,625.00
1021	SIGNAGE	24	EA	\$400.00	\$ 9,600.00
1022	STRIPING, 4" SOLID WHITE	1,540	LF	\$15.00	\$ 23,100.00
1022	STRIPING, 8" SOLID WHITE	115	LF	\$15.00	\$ 1,725.00
1022	STRIPING, DOUBLE YELLOW	700	LF	\$15.00	\$ 10,500.00
1022	STRIPING, STOP BAR	15	LF	\$15.00	\$ 225.00
1022	STRIPING, 2'X8' CROSSWALK	215	LF	\$15.00	\$ 3,225.00
1045	CONCRETE CROSSSPAN	2,490	SF	\$3.97	\$ 9,885.30
1052	CONCRETE MEDIAN ISLAND	1,340	SF	\$20.00	\$ 26,800.00
SUBTOTAL I				\$	473,400.30

Date: 8/2/2018

**ENGINEER'S ESTIMATE
MEADOWLARK SUBDIVISION**

ITEM NO	DESCRIPTION	QNTY	UNIT	UNIT COST	TOTAL COST
<u>II. STORM SEWER IMPROVEMENTS - FILING 1</u>					
2007	42" RCP STORM SEWER	290	LF	\$110.00	\$ 31,900.00
2008	36" RCP STORM SEWER	550	LF	\$100.00	\$ 55,000.00
2009	30" RCP STORM SEWER	130	LF	\$77.00	\$ 10,010.00
2010	24" RCP STORM SEWER	730	LF	\$67.00	\$ 48,910.00
2011	18" RCP STORM SEWER	380	LF	\$56.00	\$ 21,280.00
2025	10' TYPE "R" INLET	2	EA	\$6,200.00	\$ 12,400.00
2022	CDOT TYPE "C" INLET	1	EA	\$3,500.00	\$ 3,500.00
2028	6' DIAM. STORM MANHOLE	4	EA	\$5,200.00	\$ 20,800.00
2029	5' DIAM. STORM MANHOLE	3	EA	\$4,900.00	\$ 14,700.00
2030	4' DIAM. STORM MANHOLE	3	EA	\$4,600.00	\$ 13,800.00
2033	TYPE M RIP-RAP	210	CY	\$100.00	\$ 21,000.00
2041	FINE GRADING FOR DETENTION POND	7,900	SY	\$1.50	\$ 11,850.00
2046	TRASHRACK	1	EA	\$500.00	\$ 500.00
2036	HAND/SAFETY RAIL	30	LF	\$100.00	\$ 3,000.00
2051	POND ACCESS DRIVE (CLASS 6 ROADBASE)	4,400	SF	\$1.00	\$ 4,400.00
2054	MODIFIED DOUBLE TYPE D INLET OUTLET STRUCTURE	1	EA	\$20,000.00	\$ 20,000.00
2060	CONCRETE FOREBAY A1	1	LS	\$10,000.00	\$ 10,000.00
2061	CONCRETE FOREBAY A2	1	LS	\$10,000.00	\$ 10,000.00
2062	CONCRETE TRICKLE CHANNEL (3 5' WIDE)	310	LF	\$18.00	\$ 5,580.00
2063	CONCRETE CUTOFF WALL	70	LF	\$100.00	\$ 7,000.00
SUBTOTAL II				\$	325,630.00

III. SANITARY SEWER IMPROVEMENTS - FILING 1

3002	8" PVC	5,610	LF	\$45.00	\$ 252,450.00
3004	4' DIAM. SANITARY MANHOLE 12 FT CUT	32	EA	\$4,700.00	\$ 150,400.00
3009	12" PVC	460	LF	\$46.00	\$ 21,160.00
3012	SEWER SERVICE - FILING 1	146	EA	\$1,000.00	\$ 146,000.00
3015	TESTING	6,070	LF	\$1.70	\$ 10,319.00
3025	REMOVE EXISTING 27" CAP	1	EA	\$1,500.00	\$ 1,500.00
3026	5' DIAM. SANITARY MANHOLE 12 FT CUT	1	EA	\$3,800.00	\$ 3,800.00
3027	SANITARY SEWER PLUG	5	EA	\$250.00	\$ 1,250.00
SUBTOTAL III				\$	586,879.00

Date: 8/2/2018

**ENGINEER'S ESTIMATE
MEADOWLARK SUBDIVISION**

ITEM NO.	DESCRIPTION	QNTY	UNIT	UNIT COST	TOTAL COST
IV. WATER SYSTEM IMPROVEMENTS - FILING 1					
4003	STD. FIRE HYDRANT ASSEMBLY	6	EA	\$5,500.00	\$ 33,000.00
4006	WATER SERVICE W/ METER PIT	49	EA	\$1,200.00	\$ 58,800.00
4013	8" PVC, C900 WATERLINE	2,320	LF	\$38.00	\$ 88,160.00
4014	12" PVC, C900 WATERLINE	870	LF	\$50.00	\$ 43,500.00
4017	8" GATE VALVE	11	EA	\$1,900.00	\$ 20,900.00
4018	8" x 8" TEE	2	EA	\$550.00	\$ 1,100.00
4019	8" x 8" CROSS	1	EA	\$570.00	\$ 570.00
4021	8" PLUG w/ B.O.	4	EA	\$1,800.00	\$ 7,200.00
4023	12" GATE VALVE	2	EA	\$2,800.00	\$ 5,600.00
4024	12" x 8" TEE	1	EA	\$710.00	\$ 710.00
4028	12" PLUG w/ B.O.	1	EA	\$800.00	\$ 800.00
4030	16" x 12" TEE	1	EA	\$960.00	\$ 960.00
4047	8" - 45 DEGREE BEND W/ K B.	2	EA	\$350.00	\$ 700.00
4048	8" - 90 DEGREE BEND W/ K B.	1	EA	\$350.00	\$ 350.00
4049	VERTICAL CROSSING BENDS	4	EA	\$1,200.00	\$ 4,800.00
4050	CONNECT TO EXISTING 8" WATERLINE	1	EA	\$2,500.00	\$ 2,500.00
4053	TESTING	3,190	LF	\$2.00	\$ 6,380.00
SUBTOTAL IV					\$ 276,030.00
FILING 1 TOTAL					\$ 1,661,939.30

Date: 8/2/2018

**ENGINEER'S ESTIMATE
MEADOWLARK SUBDIVISION**

ITEM NO.	DESCRIPTION	QNTY	UNIT	UNIT COST	TOTAL COST
<u>I. STREET IMPROVEMENTS - FILING 2</u>					
1001	6 INCH VERTICAL CURB WITH 2 FT. GUTTER	2,480	LF	\$13.50	\$ 33,480.00
1003	4 INCH R/O CURB & GUTTER	9,445	LF	\$13.00	\$ 122,785.00
1005	5 FT. DETACHED WALK (6")	11,000	LF	\$17.00	\$ 187,000.00
1009	CURB RETURNS W/ HCR'S (LOCAL - 1 RAMP)	29	EA	\$1,500.00	\$ 43,500.00
1011	MID-BLOCK HCR'S	4	EA	\$500.00	\$ 2,000.00
1012	TRUNCATED DOMES	33	EA	\$150.00	\$ 4,950.00
1017	FULL DEPTH ASPHALT (7'0" est.) - LOCAL	17,350	SY	\$12.00	\$ 208,200.00
1017	FULL DEPTH ASPHALT (7'0" est.) - COLLECTOR	5,690	SY	\$12.00	\$ 68,280.00
1020	SUBGRADE PLACEMENT (12" est.) - LOCAL	18,010	SY	\$2.50	\$ 45,025.00
1020	SUBGRADE PLACEMENT (12" est.) - COLLECTOR	5,690	SY	\$2.50	\$ 14,225.00
1021	SIGNAGE	37	EA	\$400.00	\$ 14,800.00
1022	STRIPING, 4" SOLID WHITE	3,160	LF	\$15.00	\$ 47,400.00
1022	STRIPING, DOUBLE YELLOW	1,240	LF	\$15.00	\$ 18,600.00
1022	STRIPING, 2'X8' CROSSWALK	410	LF	\$15.00	\$ 6,150.00
1045	CONCRETE CROSSPAN	5,880	SF	\$3.97	\$ 23,343.60
SUBTOTAL I				\$	839,738.60

Date: 8/2/2018

**ENGINEER'S ESTIMATE
MEADOWLARK SUBDIVISION**

ITEM NO.	DESCRIPTION	QNTY	UNIT	UNIT COST	TOTAL COST
II. STORM SEWER IMPROVEMENTS - FILING 2					
2007	42" RCP STORM SEWER	80	LF	\$110.00	\$ 8,800.00
2008	36" RCP STORM SEWER	1,200	LF	\$100.00	\$ 120,000.00
2009	30" RCP STORM SEWER	310	LF	\$77.00	\$ 23,870.00
2010	24" RCP STORM SEWER	110	LF	\$67.00	\$ 7,370.00
2011	18" RCP STORM SEWER	1,310	LF	\$56.00	\$ 73,360.00
2025	10' TYPE "R" INLET	5	EA	\$6,200.00	\$ 31,000.00
2022	CDOT TYPE "C" INLET	2	EA	\$3,500.00	\$ 7,000.00
2028	6' DIAM. STORM MANHOLE	1	EA	\$5,200.00	\$ 5,200.00
2029	5' DIAM. STORM MANHOLE	10	EA	\$4,900.00	\$ 49,000.00
2030	4' DIAM. STORM MANHOLE	6	EA	\$4,600.00	\$ 27,600.00
2033	TYPE M RIP-RAP	150	CY	\$100.00	\$ 15,000.00
2041	FINE GRADING FOR DETENTION POND	5,400	SY	\$1.50	\$ 8,100.00
2046	TRASHRACK	1	EA	\$500.00	\$ 500.00
2036	HAND/SAFETY RAIL	30	LF	\$100.00	\$ 3,000.00
2051	POND ACCESS DRIVE (CLASS 6 ROADBASE)	4,940	SF	\$1.00	\$ 4,940.00
2054	MODIFIED DOUBLE TYPE D INLET OUTLET STRUCTURE	1	EA	\$20,000.00	\$ 20,000.00
2060	CONCRETE FOREBAY B1	1	LS	\$10,000.00	\$ 10,000.00
2062	CONCRETE TRICKLE CHANNEL (3.5' WIDE)	200	LF	\$18.00	\$ 3,600.00
2063	CONCRETE CUTOFF WALL	60	LF	\$100.00	\$ 6,000.00
SUBTOTAL II				\$	424,340.00

III. SANITARY SEWER IMPROVEMENTS - FILING 2

3002	8" PVC	4,010	LF	\$45.00	\$ 180,450.00
3004	4' DIAM. SANITARY MANHOLE 12 FT CUT	29	EA	\$4,700.00	\$ 136,300.00
3012	SEWER SERVICE - FILING 2	104	EA	\$1,000.00	\$ 104,000.00
3015	TESTING	4,010	LF	\$1.70	\$ 6,817.00
3027	SANITARY SEWER PLUG	2	EA	\$250.00	\$ 500.00
SUBTOTAL III				\$	428,067.00

Date: 8/2/2018

**ENGINEER'S ESTIMATE
MEADOWLARK SUBDIVISION**

ITEM NO.	DESCRIPTION	QNTY	UNIT	UNIT COST	TOTAL COST
<u>IV. WATER SYSTEM IMPROVEMENTS - FILING 2</u>					
4003	STD. FIRE HYDRANT ASSEMBLY	11	EA	\$5,500.00	\$ 60,500.00
4006	WATER SERVICE W/ METER PIT	107	EA	\$1,200.00	\$ 128,400.00
4013	8" PVC, C900 WATERLINE	5,000	LF	\$38.00	\$ 190,000.00
4014	12" PVC, C900 WATERLINE	1,500	LF	\$50.00	\$ 75,000.00
4017	8" GATE VALVE	22	EA	\$1,900.00	\$ 41,800.00
4018	8" x 8" TEE	8	EA	\$550.00	\$ 4,400.00
4026	12" x 8" CROSS	2	EA	\$900.00	\$ 1,800.00
4021	8" PLUG w/ B.O.	5	EA	\$1,800.00	\$ 9,000.00
4022	8" AIR RELEASE VALVE	1	EA	\$1,500.00	\$ 1,500.00
4023	12" GATE VALVE	6	EA	\$2,800.00	\$ 16,800.00
4024	12" x 8" TEE	2	EA	\$710.00	\$ 1,420.00
4028	12" PLUG w/B.O.	1	EA	\$800.00	\$ 800.00
4046	12" - 22 DEGREE BEND W/ K.B.	2	EA	\$400.00	\$ 800.00
4045	8" - 11 DEGREE BEND W/ K.B.	1	EA	\$350.00	\$ 350.00
4046	8" - 22 DEGREE BEND W/ K.B.	1	EA	\$350.00	\$ 350.00
4047	8" - 45 DEGREE BEND W/ K.B.	2	EA	\$350.00	\$ 700.00
4048	8" - 90 DEGREE BEND W/ K.B.	2	EA	\$350.00	\$ 700.00
4049	VERTICAL CROSSING BENDS	16	EA	\$1,200.00	\$ 19,200.00
4050	CONNECT TO EXISTING 8" WATERLINE	2	EA	\$2,500.00	\$ 5,000.00
4053	TESTING	6,450	LF	\$2.00	\$ 12,900.00
4055	CONNECT TO EXISTING 12" WATERLINE	1	EA	\$3,250.00	\$ 3,250.00
SUBTOTAL IV					\$ 574,670.00
FILING 2 TOTAL					\$ 2,266,815.60

Date: 8/2/2018

ENGINEER'S ESTIMATE MEADOWLARK SUBDIVISION

ITEM NO.	DESCRIPTION	QNTY	UNIT	UNIT COST	TOTAL COST
<u>I. STREET IMPROVEMENTS - FILING 3</u>					
1003	4 INCH R/O CURB & GUTTER	8,290	LF	\$13.00	\$ 107,770.00
1005	5 FT. DETACHED WALK (6")	9,501	LF	\$17.00	\$ 161,517.00
1009	CURB RETURNS W/ HCR'S (LOCAL - 1 RAMP)	6	EA	\$1,500.00	\$ 9,000.00
1011	MID-BLOCK HCR'S	7	EA	\$500.00	\$ 3,500.00
1012	TRUNCATED DOMES	13	EA	\$150.00	\$ 1,950.00
1017	FULL DEPTH ASPHALT (7.0" est.) - LOCAL (LIP-LIP)	4,948	SY	\$12.00	\$ 59,376.00
1020	SUBGRADE PLACEMENT (12" est.) - LOCAL (TBC-TBC)	5,861	SY	\$2.50	\$ 14,652.50
1021	SIGNAGE	10	EA	\$400.00	\$ 4,000.00
1045	CONCRETE CROSSPAN	605	SF	\$3.97	\$ 2,401.85

SUBTOTAL I	\$	364,167.35
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II. STORM SEWER IMPROVEMENTS - FILING 3

2007	42" RCP STORM SEWER	80 LF	\$110.00	\$	8,800.00
2008	36" RCP STORM SEWER	1,450 LF	\$100.00	\$	145,000.00
2009	30" RCP STORM SEWER	182 LF	\$77.00	\$	14,014.00
2010	24" RCP STORM SEWER	985 LF	\$67.00	\$	65,995.00
2011	18" RCP STORM SEWER	234 LF	\$56.00	\$	13,104.00
2026	5' TYPE "R" INLET	4 EA	\$4,200.00	\$	16,800.00
2058	MODIFIED 5' TYPE "R" INLET	1 EA	\$5,000.00	\$	5,000.00
2025	10' TYPE "R" INLET	5 EA	\$6,200.00	\$	31,000.00
2024	15' TYPE "R" INLET	5 EA	\$8,000.00	\$	40,000.00
2024	MODIFIED 15' TYPE "R" INLET	1 EA	\$8,000.00	\$	8,000.00
2022	CDOT TYPE "C" INLET	1 EA	\$3,500.00	\$	3,500.00
2028	6' DIAM. STORM MANHOLE	2 EA	\$5,200.00	\$	10,400.00
2029	5' DIAM. STORM MANHOLE	17 EA	\$4,900.00	\$	83,300.00
2030	4' DIAM. STORM MANHOLE	6 EA	\$4,600.00	\$	27,600.00

SUBTOTAL II	\$	472,513.00
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Date: 8/2/2018

**ENGINEER'S ESTIMATE
MEADOWLARK SUBDIVISION**

ITEM NO	DESCRIPTION	QNTY	UNIT	UNIT COST	TOTAL COST
III. SANITARY SEWER IMPROVEMENTS - FILING 3					
3002	8" PVC	4,331	LF	\$45.00	\$ 194,895.00
3004	4' DIAM. SANITARY MANHOLE 12 FT CUT	26	EA	\$4,700.00	\$ 122,200.00
3012	SEWER SERVICE - FILING 3	114	EA	\$1,000.00	\$ 114,000.00
3015	TESTING	5,011	LF	\$1.70	\$ 8,518.70
3027	SANITARY SEWER PLUG	3	EA	\$250.00	\$ 750.00
SUBTOTAL III				\$	440,363.70
IV. WATER SYSTEM IMPROVEMENTS - FILING 3					
4003	STD. FIRE HYDRANT ASSEMBLY	9	EA	\$5,500.00	\$ 49,500.00
4006	WATER SERVICE W/ METER PIT	114	EA	\$1,200.00	\$ 136,800.00
4013	8" PVC, C900 WATERLINE	4,450	LF	\$38.00	\$ 169,100.00
4017	8" GATE VALVE	16	EA	\$1,900.00	\$ 30,400.00
4018	8" x 8" TEE	4	EA	\$550.00	\$ 2,200.00
4026	12" x 8" CROSS	1	EA	\$900.00	\$ 900.00
4021	8" PLUG w/ B.O.	4	EA	\$1,800.00	\$ 7,200.00
4022	8" AIR RELEASE VALVE	3	EA	\$1,500.00	\$ 4,500.00
4047	8" - 45 DEGREE BEND W/ K.B.	2	EA	\$350.00	\$ 700.00
4049	VERTICAL CROSSING BENDS	9	EA	\$1,200.00	\$ 10,800.00
4050	CONNECT TO EXISTING 8" WATERLINE	3	EA	\$2,500.00	\$ 7,500.00
4053	TESTING	4,450	LF	\$2.00	\$ 8,900.00
4055	CONNECT TO EXISTING 12" WATERLINE	2	EA	\$3,250.00	\$ 6,500.00
SUBTOTAL IV				\$	435,000.00
FILING 3 TOTAL				\$	1,712,044.05

Date: 8/2/2018

**ENGINEER'S ESTIMATE
MEADOWLARK SUBDIVISION**

ITEM NO.	DESCRIPTION	QNTY	UNIT	UNIT COST	TOTAL COST
<u>I. NORTH CROWFOOT VALLEY ROAD IMPROVEMENTS</u>					
1018	FULL DEPTH CONCRETE (12" est.)	2,150	SY	\$78.00	\$ 167,700.00
1029	SAWCUT EXISTING PAVING	1,100	LF	\$3.00	\$ 3,300.00
1020	SUBGRADE PLACEMENT (12" est.)	2,150	SY	\$2.50	\$ 5,375.00
1021	SIGNAGE	2	EA	\$400.00	\$ 800.00
1022	STRIPING, 4" STRIPPED WHITE	410	LF	\$15.00	\$ 6,150.00
1022	STRIPING, 4" SOLID WHITE	1,600	LF	\$15.00	\$ 24,000.00
1022	STRIPING, 8" SOLID WHITE	1,150	LF	\$15.00	\$ 17,250.00
1022	STRIPING, DOUBLE YELLOW	1,760	LF	\$15.00	\$ 26,400.00
1022	STRIPING, STOP BAR	24	LF	\$15.00	\$ 360.00
1022	STRIPING, 2'X8' CROSSWALK	50	LF	\$15.00	\$ 750.00
SUBTOTAL I					\$ 252,085.00
<u>II. NORTH CROWFOOT VALLEY ROAD WATER SYSTEM IMPROVEMENTS</u>					
4015	16" PVC, C900 WATERLINE	4,600	LF	\$45.00	\$ 207,000.00
4029	16" GATE VALVE	2	EA	\$3,000.00	\$ 6,000.00
4031	16" x 16" TEE	1	EA	\$750.00	\$ 750.00
4021	8" PLUG w/ B.O.	1	EA	\$1,800.00	\$ 1,800.00
4030	16" x 12" TEE	1	EA	\$960.00	\$ 960.00
4045	16" - 11 DEGREE BEND W/ K.B.	6	EA	\$350.00	\$ 2,100.00
4046	16" - 22 DEGREE BEND W/ K.B.	1	EA	\$350.00	\$ 350.00
4047	16" - 45 DEGREE BEND W/ K.B.	2	EA	\$350.00	\$ 700.00
4048	16" - 90 DEGREE BEND W/ K.B.	3	EA	\$350.00	\$ 1,050.00
4049	VERTICAL CROSSING BENDS	4	EA	\$1,200.00	\$ 4,800.00
4051	CONNECT TO EXISTING 16" WATERLINE	1	EA	\$5,000.00	\$ 5,000.00
4053	TESTING	4,600	LF	\$2.00	\$ 9,200.00
SUBTOTAL II					\$ 239,710.00
Meadowlark portion of North Crowfoot Valley Road Waterline (to be shared with Trails at Crowfoot Subdivision)				15%	\$ 35,956.50
NORTH CROWFOOT VALLEY ROAD TOTAL					\$ 288,041.50

Date: 8/2/2018

**ENGINEER'S ESTIMATE
MEADOWLARK SUBDIVISION**

ITEM NO.	DESCRIPTION	QNTY	UNIT	UNIT COST	TOTAL COST
<u>I. RICHLAWN PARKWAY/DRIVE STREET IMPROVEMENTS</u>					
1001	6 INCH VERTICAL CURB WITH 2 FT. GUTTER	1,215	LF	\$13.50	\$ 16,402.50
1005	5 FT. DETACHED WALK (6")	440	LF	\$17.00	\$ 7,480.00
1007	8 FT. DETACHED WALK (6")	775	LF	\$15.00	\$ 11,625.00
1009	CURB RETURNS W/ HCR'S (LOCAL - 1 RAMP)	5	EA	\$1,500.00	\$ 7,500.00
1012	TRUNCATED DOMES	5	EA	\$150.00	\$ 750.00
1017	FULL DEPTH ASPHALT (7.0" est.) - LOCAL	5,575	SY	\$12.00	\$ 66,900.00
1020	SUBGRADE PLACEMENT (12" est.) - LOCAL	5,575	SY	\$2.50	\$ 13,937.50
1021	SIGNAGE	5	EA	\$400.00	\$ 2,000.00
1022	STRIPING, 4" SOLID WHITE	1,911	LF	\$15.00	\$ 28,665.00
1022	STRIPING, 8" SOLID WHITE	84	LF	\$15.00	\$ 1,260.00
1022	STRIPING, DOUBLE YELLOW	1,605	LF	\$15.00	\$ 24,075.00
1022	STRIPING, STOP BAR	90	LF	\$15.00	\$ 1,350.00
1022	STRIPING, 2'X8' CROSSWALK	100	LF	\$15.00	\$ 1,500.00
SUBTOTAL I				\$	183,445.00

II. RICHLAWN PARKWAY STORM SEWER IMPROVEMENTS

2009	30" RCP STORM SEWER	95	LF	\$77.00	\$ 7,315.00
2011	18" RCP STORM SEWER	775	LF	\$56.00	\$ 43,400.00
2019	30" RCP FLARED END SECTION	2	EA	\$900.00	\$ 1,800.00
2021	18" RCP FLARED END SECTION	2	EA	\$900.00	\$ 1,800.00
2022	CDOT TYPE "C" INLET	1	EA	\$3,500.00	\$ 3,500.00
2025	10' TYPE "R" INLET	1	EA	\$6,200.00	\$ 6,200.00
2029	5' DIAM. STORM MANHOLE	7	EA	\$4,900.00	\$ 34,300.00
SUBTOTAL II				\$	98,315.00

Date: 8/2/2018

**ENGINEER'S ESTIMATE
MEADOWLARK SUBDIVISION**

ITEM NO.	DESCRIPTION	QNTY	UNIT	UNIT COST	TOTAL COST
III. RICHLAWN PARKWAY/DRIVE WATER SYSTEM IMPROVEMENTS					
4003	STD. FIRE HYDRANT ASSEMBLY	4	EA	\$5,500.00	\$ 22,000.00
4013	8" PVC, C900 WATERLINE	1,235	LF	\$38.00	\$ 46,930.00
4017	8" GATE VALVE	4	EA	\$1,900.00	\$ 7,600.00
4018	8" x 8" TEE	2	EA	\$550.00	\$ 1,100.00
4021	8" PLUG w/ B.O.	1	EA	\$1,800.00	\$ 1,800.00
4047	8" - 45 DEGREE BEND W/ K.B.	9	EA	\$350.00	\$ 3,150.00
4048	8" - 90 DEGREE BEND W/ K.B.	1	EA	\$350.00	\$ 350.00
4050	CONNECT TO EXISTING 8" WATERLINE	2	EA	\$2,500.00	\$ 5,000.00
4053	TESTING	1,235	LF	\$2.00	\$ 2,470.00
			SUBTOTAL III		\$ 90,400.00
			RICHLAWN PARKWAY/DRIVE TOTAL		\$ 372,160.00

Date: 8/14/2018

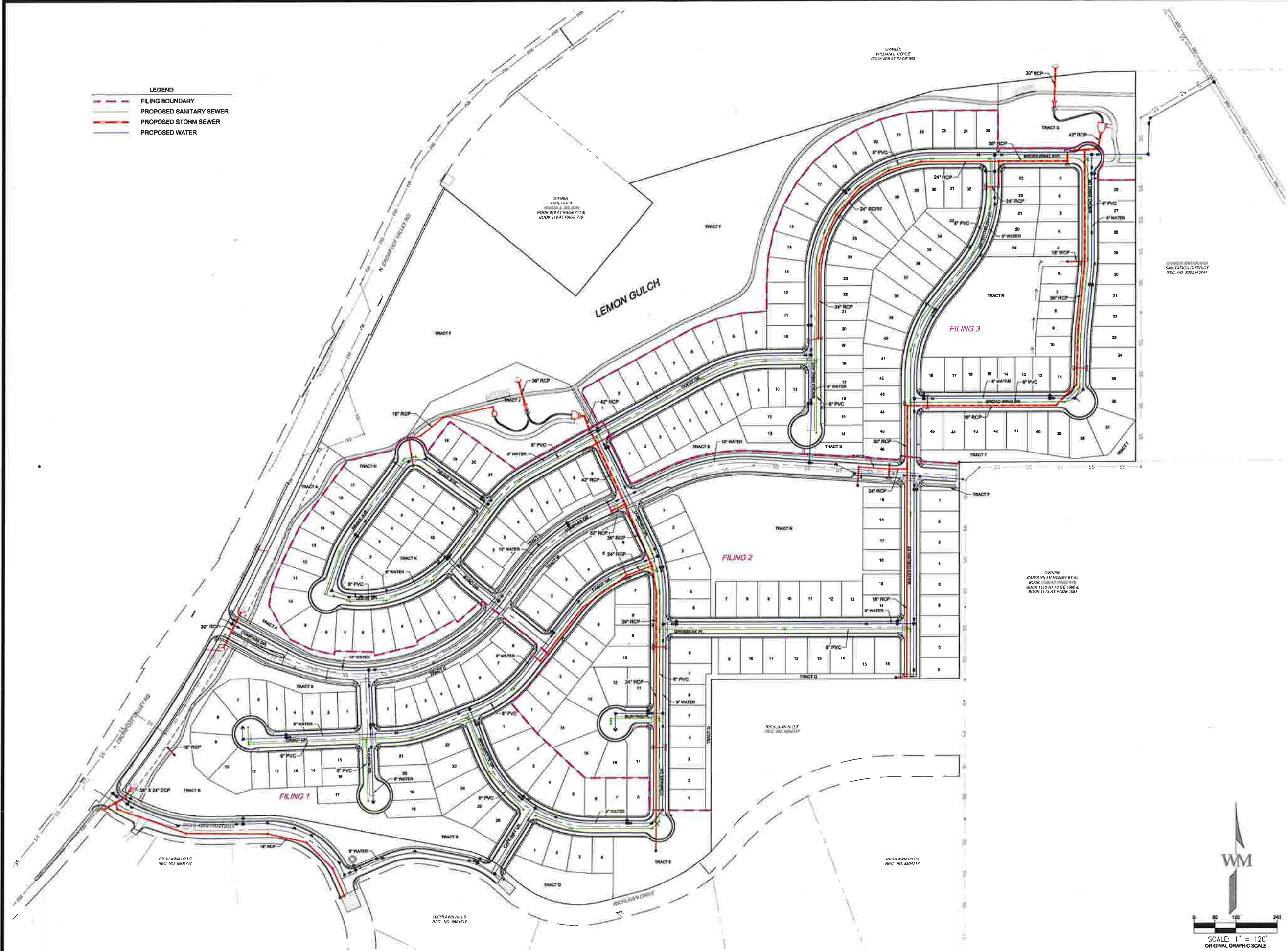
**ENGINEER'S ESTIMATE
MEADOWLARK SUBDIVISION**

ITEM NO.	DESCRIPTION	QNTY	UNIT	UNIT COST	TOTAL COST
<u>I. LEMON GULCH IMPROVEMENTS</u>					
	LEMON GULCH IMPROVEMENTS	1	EA	\$2,000,000.00	\$ 2,000,000.00
* Paid to the Town per the Annexation Agreement (Town/UDFCD to construct). Amount of payment required under Annexation Agreement is \$1,786,000 to be paid prior to recording of the first final plat, and subject to annual inflation adjustment					
LEMON GULCH TOTAL					\$ 2,000,000.00

EXHIBIT E

Maps Depicting Public Improvements

- LEGEND
- FILING BOUNDARY
 - PROPOSED SANITARY SEWER
 - PROPOSED STORM SEWER
 - PROPOSED WATER



WARE, MALCOMB
CIVIL ENGINEERING & SURVEYING

990 South Broadway
Suite 230
Denver, CO 80209
p 303.561.3333
waremalcomb.com

FOR AND ON BEHALF
OF WARE MALCOMB

MEADOWLARK SUBDIVISION

REMARKS

NO. DATE

JOB NO.: 15030
PA / PM: GB
DRAWN BY: GB
DATE: 8-2-16

SHEET
EX-1
Sheet of

EXHIBIT F

Financial Plan

August 13, 2018

Proposed Meadowlark Metropolitan District
Attention: Richard Cross
Meritage Homes
6892 S. Yosemite Court, Suite 1-201
Centennial, CO 80112

RE: Proposed Meadowlark Metropolitan District

We have analyzed the bonding capacity for the proposed Meadowlark Metropolitan District (“the District”). The analysis presented summarizes and presents information provided by Meritage Homes Corporation (“the Developer”) and does not include independently verifying the accuracy of the information or assumptions.

Assumptions

The following assumptions have been provided by the Developer and form the basis of the analysis.

1. The development is comprised of 145 single family residential homes (40’) and 122 single family residential homes (50’). The 40’ single family detached homes are projected to be completed at a pace of 40 in 2018, 60 in 2019, and 45 in 2020. The average price is modeled at \$548,806. The 50’ single family detached homes are projected to be completed at a pace of 32 in 2018, 48 in 2019, and 42 in 2020. The average price is modeled at \$631,593. The average price is modeled with a 3% annual inflation rate.
2. The debt service mill levy target is 47.347 mills (with a cap of 47.347 mills) beginning in tax collection year 2019.
3. The District is modeled to issue senior bonds in December, 2019 with a par of \$11,880,000. An interest rate of 5.5% was modeled based upon 30-year debt. At issuance, it is projected that the District will fund \$1,306,800 for Capitalized Interest, \$1,157,624 for a Debt Service Reserve Fund and \$437,600 in costs of issuance with bond proceeds. The remaining \$8,977,976 is projected to reimburse the Developer for eligible expenses.
4. The Senior Bond Surplus Fund is sized to \$1,188,000 (reflecting 10% of the projected par of the bonds).
5. The 2019 Bonds are assumed to be refunded in 2029 by a \$16,855,000 bond that would pay off all principal and accrued interest of the 2019 Bonds with a structure identical to that of the 2019 Bond and amortized to 2059.
6. Specific Ownership Tax revenues have been calculated based on applying a factor of 6.0% to annual property tax revenues.
7. It is projected that 98% of property taxes levied will be collected and available to the District.

8. It is projected that there will be a 6% biennial inflation rate on assessments.

Estimate of Potential Bonding Capacity

Total bonding capacity based on the assumptions outlined, is projected to be approximately \$17,132,000 (exclusive of refundings).

Based upon the development assumptions provided and the financial assumptions contained in the attached projected Financing Plan for the proposed Meadowlark Metropolitan District, the projected revenue is sufficient to retire all Debt referenced in the Financing Plan within the restrictions set forth in the Districts' Service Plan, including but not limited to the maximum debt mill levies and mill levy imposition terms permitted.

The assumptions disclosed in the Financial Plan are those of the Developer and have not been independently reviewed by D.A. Davidson. Those assumptions identified are believed to be the significant factors in determining financial feasibility; however, they are likely not to be all-inclusive. There will usually be differences between forecasted and actual results, because events and circumstances frequently do not occur as projected, and those differences may be material. Key assumptions — like those relating to market values of real property improvements and the build out schedule of such property — are particularly sensitive in terms of the timing necessary to create the tax base for the District. A small variation in these variables, and to their timing, can have a large effect on the forecasted results. There is a high probability that the forecasted results will differ from realized future tax base factors and such variations can be material. Additionally, other key assumptions relating to inflation, assessment ratios, interest rates, and infrastructure, administrative, and operating costs may, and likely will, vary from those projected.

Because D.A. Davidson has not independently evaluated or reviewed the assumptions that the financial model is based upon, we do not vouch for the achievability (and disclaim any opinion) of the information provided. Furthermore, because of the inherent nature of future events, which are subject to change and variation as events and circumstances change, the actual results may vary materially from the results presented here. D.A. Davidson has no responsibility or obligation to update this information or this financial model for events occurring after the date of this report.

Respectfully submitted,

D.A. DAVIDSON & CO. FIXED INCOME CAPITAL MARKETS

A handwritten signature in black ink, appearing to read "S Sharp", is positioned above the printed name and title.

Sam Sharp

Managing Director, Public Finance

MEADOWLARK METROPOLITAN DISTRICT
Development Projection at 47.347 (target) District Mills for Debt Service – SERVICE PLAN –05/03/2018
Series 2019, G.O. Bonds, Non-Rated, 100x @ Cap. 30-yr. Maturity

YEAR	Net Available for Debt Svc	Ser. 2019 \$11,880,000 Par [Net \$8.578 MM] Net Debt Service	Annual Surplus	Surplus Release to \$1,188,000	Cumulative Surplus \$1,188,000 Target	Senior Debt/ Assessed Ratio	Senior Debt/ Ratio	Cov. of Net DS: @ 47.347 target	Cov. of Net DS: @ 47.347 Cap
2015	\$0	n/a	n/a			n/a	n/a	0.0%	0.0%
2016	0	n/a	n/a			0%	0%	0.0%	0.0%
2017	0	n/a	n/a			0%	0%	0.0%	0.0%
2018	0	n/a	n/a			127%	7%	0.0%	0.0%
2019	60,139	\$0	60,139	0	60,139	97%	7%	92.0%	92.0%
2020	242,505	0	242,505	0	302,644	92%	6%	92.0%	92.0%
2021	458,372	0	458,372	0	761,017	92%	6%	97.5%	97.5%
2022	600,927	653,400	(52,473)	0	708,543	87%	6%	100.3%	100.3%
2023	600,927	653,400	(52,473)	0	656,070	81%	6%	100.4%	100.4%
2024	636,982	653,400	(16,418)	0	639,652	76%	5%	100.6%	100.6%
2025	636,982	653,400	(16,418)	0	623,234	75%	5%	100.6%	100.6%
2026	675,201	673,400	1,801	0	625,035	70%	5%	100.1%	100.1%
2027	675,201	672,300	2,901	0	627,936	69%	4%	100.3%	100.3%
2028	715,713	711,200	4,513	0	632,450	64%	4%	100.6%	100.6%
2029	715,713	712,900	2,813	0	635,263	58%	4%	100.2%	100.2%
2030	758,656	754,325	4,331	0	639,594	56%	4%	100.6%	100.6%
2031	758,656	758,275	381	0	639,975	51%	3%	100.3%	100.3%
2032	804,175	801,675	2,500	0	642,475	49%	3%	100.3%	100.3%
2033	804,175	802,325	1,850	0	644,325	48%	3%	100.5%	100.5%
2034	852,426	847,425	5,001	0	649,326	44%	3%	100.4%	100.4%
2035	852,426	849,500	2,926	0	652,252	42%	3%	100.6%	100.6%
2036	903,571	900,750	2,821	0	655,073	41%	3%	100.6%	100.6%
2037	903,571	898,425	5,146	0	660,220	40%	3%	100.3%	100.3%
2038	957,786	955,275	2,511	0	662,730	37%	3%	100.3%	100.3%
2039	957,786	953,000	4,786	0	667,516	34%	3%	100.4%	100.4%
2040	1,015,253	1,014,625	628	0	668,144	30%	2%	100.4%	100.4%
2041	1,015,253	1,011,575	3,678	0	671,821	28%	2%	100.1%	100.1%
2042	1,076,168	1,072,775	3,393	0	675,839	26%	2%	100.3%	100.3%
2043	1,076,168	1,072,775	3,393	0	679,232	21%	1%	100.3%	100.3%
2044	1,140,738	1,136,475	4,263	0	683,495	18%	1%	100.4%	100.4%
2045	1,140,738	1,139,675	1,063	0	684,558	13%	1%	100.3%	100.3%
2046	1,209,182	1,205,400	3,782	0	688,341	9%	1%	100.4%	100.4%
2047	1,209,182	1,205,075	4,107	0	692,448	9%	1%	100.2%	100.2%
2048	1,261,733	1,277,000	4,733	0	697,181	9%	1%	100.2%	100.2%
2049	1,261,733	1,279,426	2,307	699,488	0	9%	1%	100.2%	100.2%
	26,018,039	25,318,551	699,488	699,488					

[May0318 10nnp]

SOURCES AND USES OF FUNDS

MEADOWLARK METROPOLITAN DISTRICT GENERAL OBLIGATION BONDS, SERIES 2019A 47.347 (target) Mills Non-Rated, 100x, 30-yr. Maturity (Full Growth + 6.00% Bi-Reassessment Projections) [Preliminary -- for discussion only]

Dated Date	12/01/2019
Delivery Date	12/01/2019

Sources:

Bond Proceeds:	
Par Amount	11,880,000.00
	11,880,000.00

Uses:

Project Fund Deposits:	
Project Fund	8,977,976.04
Other Fund Deposits:	
Capitalized Interest Fund	1,306,800.00
Debt Service Reserve Fund	1,157,623.96
	2,464,423.96
Cost of Issuance:	
Other Cost of Issuance	200,000.00
Delivery Date Expenses:	
Underwriter's Discount	237,600.00
	11,880,000.00

BOND SUMMARY STATISTICS

MEADOWLARK METROPOLITAN DISTRICT GENERAL OBLIGATION BONDS, SERIES 2019A

47.347 (target) Mills

Non-Rated, 100x, 30-yr. Maturity

(Full Growth + 6.00% Bi-Reassessment Projections)

[Preliminary -- for discussion only]

Dated Date	12/01/2019
Delivery Date	12/01/2019
First Coupon	06/01/2020
Last Maturity	12/01/2049
Arbitrage Yield	5.500000%
True Interest Cost (TIC)	5.654916%
Net Interest Cost (NIC)	5.500000%
All-In TIC	5.788988%
Average Coupon	5.500000%
Average Life (years)	24.339
Weighted Average Maturity (years)	24.339
Duration of Issue (years)	13.345
Par Amount	11,880,000.00
Bond Proceeds	11,880,000.00
Total Interest	15,902,975.00
Net Interest	16,140,575.00
Bond Years from Dated Date	289,145,000.00
Bond Years from Delivery Date	289,145,000.00
Total Debt Service	27,782,975.00
Maximum Annual Debt Service	2,437,050.00
Average Annual Debt Service	926,099.17
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	20.000000
Total Underwriter's Discount	20.000000
Bid Price	98.000000

Bond Component	Par Value	Price	Average Coupon	Average Life	Average Maturity Date	PV of 1 bp change
Term Bond due 2049	11,880,000.00	100.000	5.500%	24.339	04/02/2044	17,344.80
	11,880,000.00			24.339		17,344.80

	TIC	All-In TIC	Arbitrage Yield
Par Value	11,880,000.00	11,880,000.00	11,880,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount	-237,600.00	-237,600.00	
- Cost of Issuance Expense		-200,000.00	
- Other Amounts			
Target Value	11,642,400.00	11,442,400.00	11,880,000.00
Target Date	12/01/2019	12/01/2019	12/01/2019
Yield	5.654916%	5.788988%	5.500000%

BOND DEBT SERVICE

**MEADOWLARK METROPOLITAN DISTRICT
GENERAL OBLIGATION BONDS, SERIES 2019A
47.347 (target) Mills
Non-Rated, 100x, 30-yr. Maturity
(Full Growth + 6.00% BI-Reassessment Projections)
[Preliminary -- for discussion only]**

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
06/01/2020			326,700.00	326,700.00	
12/01/2020			326,700.00	326,700.00	653,400
06/01/2021			326,700.00	326,700.00	
12/01/2021			326,700.00	326,700.00	653,400
06/01/2022			326,700.00	326,700.00	
12/01/2022			326,700.00	326,700.00	653,400
06/01/2023			326,700.00	326,700.00	
12/01/2023			326,700.00	326,700.00	653,400
06/01/2024			326,700.00	326,700.00	
12/01/2024			326,700.00	326,700.00	653,400
06/01/2025			326,700.00	326,700.00	
12/01/2025			326,700.00	326,700.00	653,400
06/01/2026			326,700.00	326,700.00	
12/01/2026	20,000	5.500%	326,700.00	346,700.00	673,400
06/01/2027			326,150.00	326,150.00	
12/01/2027	20,000	5.500%	326,150.00	346,150.00	672,300
06/01/2028			325,600.00	325,600.00	
12/01/2028	60,000	5.500%	325,600.00	385,600.00	711,200
06/01/2029			323,950.00	323,950.00	
12/01/2029	65,000	5.500%	323,950.00	388,950.00	712,900
06/01/2030			322,162.50	322,162.50	
12/01/2030	110,000	5.500%	322,162.50	432,162.50	754,325
06/01/2031			319,137.50	319,137.50	
12/01/2031	120,000	5.500%	319,137.50	439,137.50	758,275
06/01/2032			315,837.50	315,837.50	
12/01/2032	170,000	5.500%	315,837.50	485,837.50	801,675
06/01/2033			311,162.50	311,162.50	
12/01/2033	180,000	5.500%	311,162.50	491,162.50	802,325
06/01/2034			306,212.50	306,212.50	
12/01/2034	235,000	5.500%	306,212.50	541,212.50	847,425
06/01/2035			299,750.00	299,750.00	
12/01/2035	250,000	5.500%	299,750.00	549,750.00	849,500
06/01/2036			292,875.00	292,875.00	
12/01/2036	315,000	5.500%	292,875.00	607,875.00	900,750
06/01/2037			284,212.50	284,212.50	
12/01/2037	330,000	5.500%	284,212.50	614,212.50	898,425
06/01/2038			275,137.50	275,137.50	
12/01/2038	405,000	5.500%	275,137.50	680,137.50	955,275
06/01/2039			264,000.00	264,000.00	
12/01/2039	425,000	5.500%	264,000.00	689,000.00	953,000
06/01/2040			252,312.50	252,312.50	
12/01/2040	510,000	5.500%	252,312.50	762,312.50	1,014,625
06/01/2041			238,287.50	238,287.50	
12/01/2041	535,000	5.500%	238,287.50	773,287.50	1,011,575
06/01/2042			223,575.00	223,575.00	
12/01/2042	625,000	5.500%	223,575.00	848,575.00	1,072,150
06/01/2043			206,387.50	206,387.50	
12/01/2043	660,000	5.500%	206,387.50	866,387.50	1,072,775
06/01/2044			188,237.50	188,237.50	
12/01/2044	760,000	5.500%	188,237.50	948,237.50	1,136,475
06/01/2045			167,337.50	167,337.50	
12/01/2045	805,000	5.500%	167,337.50	972,337.50	1,139,675
06/01/2046			145,200.00	145,200.00	
12/01/2046	915,000	5.500%	145,200.00	1,060,200.00	1,205,400
06/01/2047			120,037.50	120,037.50	
12/01/2047	965,000	5.500%	120,037.50	1,085,037.50	1,205,075
06/01/2048			93,500.00	93,500.00	
12/01/2048	1,090,000	5.500%	93,500.00	1,183,500.00	1,277,000
06/01/2049			63,525.00	63,525.00	
12/01/2049	2,310,000	5.500%	63,525.00	2,373,525.00	2,437,050
			11,880,000	15,902,975.00	27,782,975.00

NET DEBT SERVICE

**MEADOWLARK METROPOLITAN DISTRICT
GENERAL OBLIGATION BONDS, SERIES 2019A
47.347 (target) Mills
Non-Rated, 100x, 30-yr. Maturity
(Full Growth + 6.00% Bi-Reassessment Projections)
[Preliminary -- for discussion only]**

Period Ending	Principal	Interest	Total Debt Service	Debt Service Reserve Fund	Capitalized Interest Fund	Net Debt Service
12/01/2020		653,400	653,400		653,400	
12/01/2021		653,400	653,400		653,400	
12/01/2022		653,400	653,400			653,400.00
12/01/2023		653,400	653,400			653,400.00
12/01/2024		653,400	653,400			653,400.00
12/01/2025		653,400	653,400			653,400.00
12/01/2026	20,000	653,400	673,400			673,400.00
12/01/2027	20,000	652,300	672,300			672,300.00
12/01/2028	60,000	651,200	711,200			711,200.00
12/01/2029	65,000	647,900	712,900			712,900.00
12/01/2030	110,000	644,325	754,325			754,325.00
12/01/2031	120,000	638,275	758,275			758,275.00
12/01/2032	170,000	631,675	801,675			801,675.00
12/01/2033	180,000	622,325	802,325			802,325.00
12/01/2034	235,000	612,425	847,425			847,425.00
12/01/2035	250,000	599,500	849,500			849,500.00
12/01/2036	315,000	585,750	900,750			900,750.00
12/01/2037	330,000	568,425	898,425			898,425.00
12/01/2038	405,000	550,275	955,275			955,275.00
12/01/2039	425,000	528,000	953,000			953,000.00
12/01/2040	510,000	504,625	1,014,625			1,014,625.00
12/01/2041	535,000	476,575	1,011,575			1,011,575.00
12/01/2042	625,000	447,150	1,072,150			1,072,150.00
12/01/2043	660,000	412,775	1,072,775			1,072,775.00
12/01/2044	760,000	376,475	1,136,475			1,136,475.00
12/01/2045	805,000	334,675	1,139,675			1,139,675.00
12/01/2046	915,000	290,400	1,205,400			1,205,400.00
12/01/2047	965,000	240,075	1,205,075			1,205,075.00
12/01/2048	1,090,000	187,000	1,277,000			1,277,000.00
12/01/2049	2,310,000	127,050	2,437,050	1,157,623.96		1,279,426.04
	11,880,000	15,902,975	27,782,975	1,157,623.96	1,306,800	25,318,551.04

BOND SOLUTION

**MEADOWLARK METROPOLITAN DISTRICT
GENERAL OBLIGATION BONDS, SERIES 2019A
47.347 (target) Mills
Non-Rated, 100x, 30-yr. Maturity
(Full Growth + 6.00% BI-Reassessment Projections)
[Preliminary -- for discussion only]**

Period Ending	Proposed Principal	Proposed Debt Service	Debt Service Adjustments	Total Adj Debt Service	Revenue Constraints	Unused Revenues	Debt Serv Coverage
12/01/2020		653,400	-653,400		242,505	242,505	
12/01/2021		653,400	-653,400		458,372	458,372	
12/01/2022		653,400		653,400	600,927	-52,473	91.96917%
12/01/2023		653,400		653,400	600,927	-52,473	91.96917%
12/01/2024		653,400		653,400	636,982	-16,418	97.48732%
12/01/2025		653,400		653,400	636,982	-16,418	97.48732%
12/01/2026	20,000	673,400		673,400	675,201	1,801	100.26746%
12/01/2027	20,000	672,300		672,300	675,201	2,901	100.43152%
12/01/2028	60,000	711,200		711,200	715,713	4,513	100.63458%
12/01/2029	65,000	712,900		712,900	715,713	2,813	100.39461%
12/01/2030	110,000	754,325		754,325	758,656	4,331	100.57415%
12/01/2031	120,000	758,275		758,275	758,656	381	100.05024%
12/01/2032	170,000	801,675		801,675	804,175	2,500	100.31188%
12/01/2033	180,000	802,325		802,325	804,175	1,850	100.23062%
12/01/2034	235,000	847,425		847,425	852,426	5,001	100.59012%
12/01/2035	250,000	849,500		849,500	852,426	2,926	100.34442%
12/01/2036	315,000	900,750		900,750	903,571	2,821	100.31322%
12/01/2037	330,000	898,425		898,425	903,571	5,146	100.57282%
12/01/2038	405,000	955,275		955,275	957,786	2,511	100.26282%
12/01/2039	425,000	953,000		953,000	957,786	4,786	100.50217%
12/01/2040	510,000	1,014,625		1,014,625	1,015,253	628	100.06187%
12/01/2041	535,000	1,011,575		1,011,575	1,015,253	3,678	100.36357%
12/01/2042	625,000	1,072,150		1,072,150	1,076,168	4,018	100.37476%
12/01/2043	660,000	1,072,775		1,072,775	1,076,168	3,393	100.31628%
12/01/2044	760,000	1,136,475		1,136,475	1,140,738	4,263	100.37511%
12/01/2045	805,000	1,139,675		1,139,675	1,140,738	1,063	100.09327%
12/01/2046	915,000	1,205,400		1,205,400	1,209,182	3,782	100.31378%
12/01/2047	965,000	1,205,075		1,205,075	1,209,182	4,107	100.34083%
12/01/2048	1,090,000	1,277,000		1,277,000	1,281,733	4,733	100.37065%
12/01/2049	2,310,000	2,437,050	-1,157,624	1,279,426	1,281,733	2,307	100.18033%
	11,880,000	27,782,975	-2,464,424	25,318,551	25,957,901	639,349	

[illegible]

MEADOWLARK METROPOLITAN DISTRICT

Development Projection at 47.347 (target) District Mills for Debt Service – SERVICE PLAN –05/03/2018

Series 2029, G.O. Bonds, Pay & Cancel Refg of (proposed) Series 2019 + New Money, Assumes Investment Grade, 100x @ Cap, 30-yr. Maturity

YEAR	Net Available for Debt Svc	Ser. 2019 \$11,860,000 Par [Net \$8,978 MM] Net Debt Service	Ser. 2029 \$16,855,000 Par [Net \$5,252 MM] Net Debt Service	Total Net Debt Service	Funds on Hand* Used as Source	Annual Surplus	Surplus Release to \$2,000,000	Cumulative Surplus \$2,000,000 Target	Senior Debt/ Assessed Ratio	Senior Debt/ Act'l Value Ratio	Cov. of Net DS: @ 47.347 Target	Cov. of Net DS: @ 47.347 Cap
2015	\$0											
2016	0											
2017	0											
2018	60,139							60,139	n/a	n/a	0.0%	0.0%
2019	242,505	\$0		0	0	242,505	0	302,644	0%	0%	0.0%	0.0%
2020	458,372	0		0	0	458,372	0	761,017	241%	0%	0.0%	0.0%
2021	600,927	653,400		653,400		(52,473)	0	708,543	127%	7%	0.0%	0.0%
2022	600,927	653,400		653,400		(52,473)	0	656,070	97%	7%	92.0%	92.0%
2023	636,962	653,400		653,400		(16,418)	0	639,652	92%	6%	92.0%	92.0%
2024	636,962	653,400		653,400		(16,418)	0	623,234	87%	6%	97.5%	97.5%
2025	675,201	673,400		673,400		1,801	0	625,035	86%	6%	97.5%	97.5%
2026	675,201	673,400		673,400		2,901	0	627,936	81%	6%	100.3%	100.3%
2027	715,713	711,200		711,200		4,513	0	632,450	81%	6%	100.4%	100.4%
2028	715,713	711,200		711,200	630,000	(627,187)	0	5,263	109%	5%	100.4%	100.4%
2029	758,656	758,475	\$0	758,475		181	0	5,444	109%	7%	100.0%	100.0%
2030	758,656	758,475		758,475		181	0	5,625	103%	7%	100.0%	100.0%
2031	804,175	763,475		763,475		40,700	0	46,325	103%	7%	105.3%	105.3%
2032	804,175	763,475		763,475		40,925	0	87,250	97%	7%	105.4%	105.4%
2033	852,426	806,025		806,025		44,401	0	131,651	97%	7%	105.4%	105.4%
2034	852,426	810,775		810,775		41,651	0	173,302	91%	6%	105.1%	105.1%
2035	903,571	858,300		858,300		45,271	0	218,573	91%	6%	105.3%	105.3%
2036	903,571	858,300		858,300		44,996	0	263,570	85%	6%	105.2%	105.2%
2037	957,786	911,200		911,200		46,586	0	312,730	84%	6%	105.4%	105.4%
2038	957,786	911,200		911,200		46,586	0	359,316	78%	5%	105.1%	105.1%
2039	1,015,253	963,325		963,325		51,928	0	411,244	77%	5%	105.4%	105.4%
2040	1,015,253	963,325		963,325		52,503	0	463,746	72%	5%	105.5%	105.5%
2041	1,076,168	1,021,725		1,021,725		54,443	0	518,189	70%	5%	105.3%	105.3%
2042	1,076,168	1,022,550		1,022,550		53,618	0	571,807	65%	5%	105.2%	105.2%
2043	1,140,738	1,082,700		1,082,700		58,038	0	629,845	63%	4%	105.4%	105.4%
2044	1,140,738	1,084,475		1,084,475		56,263	0	686,108	58%	4%	105.2%	105.2%
2045	1,209,182	1,145,350		1,145,350		63,832	0	749,941	56%	4%	105.6%	105.6%
2046	1,209,182	1,147,625		1,147,625		61,557	0	811,498	51%	4%	105.4%	105.4%
2047	1,281,733	1,218,775		1,218,775		62,958	0	874,456	48%	3%	105.2%	105.2%
2048	1,281,733	1,215,650		1,215,650		66,083	0	940,539	48%	3%	105.2%	105.2%
2049	1,358,637	1,291,400		1,291,400		67,237	0	1,007,777	43%	3%	105.4%	105.4%
2050	1,358,637	1,292,425		1,292,425		66,212	0	1,073,969	40%	3%	105.1%	105.1%
2051	1,440,155	1,366,875		1,366,875		73,280	0	1,147,269	35%	2%	105.2%	105.2%
2052	1,440,155	1,366,375		1,366,375		73,780	0	1,221,050	32%	2%	105.4%	105.4%
2053	1,526,565	1,449,075		1,449,075		77,490	0	1,298,540	27%	2%	105.3%	105.3%
2054	1,526,565	1,451,150		1,451,150		75,415	0	1,373,955	24%	2%	105.2%	105.2%
2055	1,618,159	1,535,975		1,535,975		82,184	0	1,456,138	19%	1%	105.4%	105.4%
2056	1,618,159	1,534,725		1,534,725		83,434	0	1,539,572	16%	1%	105.4%	105.4%
2057	1,715,248	1,631,000		1,631,000		84,248	0	1,623,820	11%	0%	105.2%	105.2%
2058	1,715,248	1,629,800		1,629,800		85,448	0	1,709,268	7%	0%	105.2%	105.2%
2059	1,715,248	1,629,800		1,629,800		85,448	0	1,709,268	7%	0%	105.2%	105.2%
	41,335,568	5,383,400	33,612,900	38,996,300	630,000	1,709,268	1,709,268					

[*] Estimated balance (tbd)

[May0216 13:59:51] [May0218 23:51:34]

MEADOWLARK METROPOLITAN DISTRICT

Development Projection – Buildout Plan (updated 4/27/18)

YEAR	Residential Development										Residential Summary			
	SFDs 40'					SFDs 50'					Total Residential Market Value	Total Res'l Units	Value of Platted & Developed Lots	
	# Lots Devel'd	Incr/(Decr) in Finished Lot Value @ 10%	# Units Completed	Price Inflated @ 2%	Market Value	# Lots Devel'd	Incr/(Decr) in Finished Lot Value @ 10%	# Units Completed	Price Inflated @ 2%	Market Value			Adjustment ¹	Adjusted Value
2015	0	0	0	\$548,806	0	0	0	0	\$631,593	0	\$0	0	0	0
2016	0	0	0	548,806	0	0	0	0	631,593	0	0	0	0	0
2017	40	2,195,224	0	548,806	0	32	2,021,098	0	631,593	0	0	0	0	4,216,322
2018	60	1,097,612	40	559,782	22,391,285	48	1,010,549	32	644,225	20,615,196	43,006,480	72	0	2,108,161
2019	45	(823,209)	60	570,978	34,258,666	42	(378,956)	48	657,109	31,541,249	65,799,915	108	0	(1,202,165)
2020	0	(2,469,627)	45	582,397	26,207,879	0	(2,652,691)	42	670,252	28,150,565	54,358,444	87	0	(5,122,318)
2021	0	0	0	594,045	0	0	0	0	683,657	0	0	0	0	0
2022	0	0	0	605,926	0	0	0	0	697,330	0	0	0	0	0
2023	0	0	0	618,045	0	0	0	0	711,276	0	0	0	0	0
2024	0	0	0	630,406	0	0	0	0	725,502	0	0	0	0	0
2025	0	0	0	643,014	0	0	0	0	740,012	0	0	0	0	0
2026	0	0	0	655,874	0	0	0	0	754,812	0	0	0	0	0
2027	0	0	0	668,991	0	0	0	0	769,908	0	0	0	0	0
2028	0	0	0	682,371	0	0	0	0	785,307	0	0	0	0	0
2029	0	0	0	696,019	0	0	0	0	801,013	0	0	0	0	0
2030	0	0	0	709,939	0	0	0	0	817,033	0	0	0	0	0
2031	0	0	0	724,138	0	0	0	0	833,374	0	0	0	0	0
2032	0	0	0	738,621	0	0	0	0	850,041	0	0	0	0	0
2033	0	0	0	753,393	0	0	0	0	867,042	0	0	0	0	0
2034	0	0	0	768,461	0	0	0	0	884,383	0	0	0	0	0
2035	0	0	0	783,830	0	0	0	0	902,070	0	0	0	0	0
	145	0	145		82,857,830	122	0	122		80,307,010	163,164,839	267	0	0

[1] Adj. to actual/prelim. AV

SOURCES AND USES OF FUNDS

MEADOWLARK METROPOLITAN DISTRICT GENERAL OBLIGATION REFUNDING & IMPROVEMENT BONDS, SERIES 2029 Pay & Cancel Refunding of (proposed) Series 2019 + New Money 47.347 (target) Mills

**Assumes Investment Grade, 100x, 30-yr. Maturity
(Full Growth + 6% BI-Reassessment Projections)
[Preliminary -- for discussion only]**

Dated Date	12/01/2029
Delivery Date	12/01/2029

Sources:

Bond Proceeds:	
Par Amount	16,855,000.00
Other Sources of Funds:	
Funds on Hand*	630,000.00
Series 2019 - DSRF	581,425.00
	1,211,425.00
	18,066,425.00

Uses:

Project Fund Deposits:	
Project Fund	5,251,650.00
Refunding Escrow Deposits:	
Cash Deposit	11,715,000.00
Other Fund Deposits:	
Debt Service Reserve Fund	815,500.00
Cost of Issuance:	
Other Cost of Issuance	200,000.00
Delivery Date Expenses:	
Underwriter's Discount	84,275.00
	18,066,425.00

[*] Estimated balances (tbd).

BOND SUMMARY STATISTICS

MEADOWLARK METROPOLITAN DISTRICT GENERAL OBLIGATION REFUNDING & IMPROVEMENT BONDS, SERIES 2029 Pay & Cancel Refunding of (proposed) Series 2019 + New Money 47.347 (target) Mills

**Assumes Investment Grade, 100x, 30-yr. Maturity
(Full Growth + 6% BI-Reassessment Projections)
[Preliminary -- for discussion only]**

Dated Date	12/01/2029
Delivery Date	12/01/2029
First Coupon	06/01/2030
Last Maturity	12/01/2059
Arbitrage Yield	4.500000%
True Interest Cost (TIC)	4.535868%
Net Interest Cost (NIC)	4.500000%
All-In TIC	4.622022%
Average Coupon	4.500000%
Average Life (years)	23.169
Weighted Average Maturity (years)	23.169
Duration of Issue (years)	14.277
Par Amount	16,855,000.00
Bond Proceeds	16,855,000.00
Total Interest	17,573,400.00
Net Interest	17,657,675.00
Bond Years from Dated Date	390,520,000.00
Bond Years from Delivery Date	390,520,000.00
Total Debt Service	34,428,400.00
Maximum Annual Debt Service	2,445,300.00
Average Annual Debt Service	1,147,613.33
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	5.000000
Total Underwriter's Discount	5.000000
Bid Price	99.500000

Bond Component	Par Value	Price	Average Coupon	Average Life	Average Maturity Date	PV of 1 bp change
Term Bond due 2059	16,855,000.00	100.000	4.500%	23.169	01/31/2053	27,642.20
	16,855,000.00			23.169		27,642.20

	TIC	All-In TIC	Arbitrage Yield
Par Value	16,855,000.00	16,855,000.00	16,855,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount	-84,275.00	-84,275.00	
- Cost of Issuance Expense		-200,000.00	
- Other Amounts			
Target Value	16,770,725.00	16,570,725.00	16,855,000.00
Target Date	12/01/2029	12/01/2029	12/01/2029
Yield	4.535868%	4.622022%	4.500000%

BOND DEBT SERVICE

MEADOWLARK METROPOLITAN DISTRICT GENERAL OBLIGATION REFUNDING & IMPROVEMENT BONDS, SERIES 2029 Pay & Cancel Refunding of (proposed) Series 2019 + New Money

47.347 (target) Mills

Assumes Investment Grade, 100x, 30-yr. Maturity
(Full Growth + 6% Bi-Reassessment Projections)

[Preliminary -- for discussion only]

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
06/01/2030			379,237.50	379,237.50	
12/01/2030			379,237.50	379,237.50	758,475
06/01/2031			379,237.50	379,237.50	
12/01/2031			379,237.50	379,237.50	758,475
06/01/2032			379,237.50	379,237.50	
12/01/2032	5,000	4.500%	379,237.50	384,237.50	763,475
06/01/2033			379,125.00	379,125.00	
12/01/2033	5,000	4.500%	379,125.00	384,125.00	763,250
06/01/2034			379,012.50	379,012.50	
12/01/2034	50,000	4.500%	379,012.50	429,012.50	808,025
06/01/2035			377,887.50	377,887.50	
12/01/2035	55,000	4.500%	377,887.50	432,887.50	810,775
06/01/2036			376,650.00	376,650.00	
12/01/2036	105,000	4.500%	376,650.00	481,650.00	858,300
06/01/2037			374,287.50	374,287.50	
12/01/2037	110,000	4.500%	374,287.50	484,287.50	858,575
06/01/2038			371,812.50	371,812.50	
12/01/2038	165,000	4.500%	371,812.50	536,812.50	908,625
06/01/2039			368,100.00	368,100.00	
12/01/2039	175,000	4.500%	368,100.00	543,100.00	911,200
06/01/2040			364,162.50	364,162.50	
12/01/2040	235,000	4.500%	364,162.50	599,162.50	963,325
06/01/2041			358,875.00	358,875.00	
12/01/2041	245,000	4.500%	358,875.00	603,875.00	962,750
06/01/2042			353,362.50	353,362.50	
12/01/2042	315,000	4.500%	353,362.50	668,362.50	1,021,725
06/01/2043			346,275.00	346,275.00	
12/01/2043	330,000	4.500%	346,275.00	676,275.00	1,022,550
06/01/2044			338,850.00	338,850.00	
12/01/2044	405,000	4.500%	338,850.00	743,850.00	1,082,700
06/01/2045			329,737.50	329,737.50	
12/01/2045	425,000	4.500%	329,737.50	754,737.50	1,084,475
06/01/2046			320,175.00	320,175.00	
12/01/2046	505,000	4.500%	320,175.00	825,175.00	1,145,350
06/01/2047			308,812.50	308,812.50	
12/01/2047	530,000	4.500%	308,812.50	838,812.50	1,147,625
06/01/2048			296,887.50	296,887.50	
12/01/2048	625,000	4.500%	296,887.50	921,887.50	1,218,775
06/01/2049			282,825.00	282,825.00	
12/01/2049	650,000	4.500%	282,825.00	932,825.00	1,215,650
06/01/2050			268,200.00	268,200.00	
12/01/2050	755,000	4.500%	268,200.00	1,023,200.00	1,291,400
06/01/2051			251,212.50	251,212.50	
12/01/2051	790,000	4.500%	251,212.50	1,041,212.50	1,292,425
06/01/2052			233,437.50	233,437.50	
12/01/2052	900,000	4.500%	233,437.50	1,133,437.50	1,366,875
06/01/2053			213,187.50	213,187.50	
12/01/2053	940,000	4.500%	213,187.50	1,153,187.50	1,366,375
06/01/2054			192,037.50	192,037.50	
12/01/2054	1,065,000	4.500%	192,037.50	1,257,037.50	1,449,075
06/01/2055			168,075.00	168,075.00	
12/01/2055	1,115,000	4.500%	168,075.00	1,283,075.00	1,451,150
06/01/2056			142,987.50	142,987.50	
12/01/2056	1,250,000	4.500%	142,987.50	1,392,987.50	1,535,975
06/01/2057			114,862.50	114,862.50	
12/01/2057	1,305,000	4.500%	114,862.50	1,419,862.50	1,534,725
06/01/2058			85,500.00	85,500.00	
12/01/2058	1,460,000	4.500%	85,500.00	1,545,500.00	1,631,000
06/01/2059			52,650.00	52,650.00	
12/01/2059	2,340,000	4.500%	52,650.00	2,392,650.00	2,445,300
	16,855,000		17,573,400.00	34,428,400.00	34,428,400

NET DEBT SERVICE

MEADOWLARK METROPOLITAN DISTRICT
GENERAL OBLIGATION REFUNDING & IMPROVEMENT BONDS, SERIES 2029
Pay & Cancel Refunding of (proposed) Series 2019 + New Money
47.347 (target) Mills
Assumes Investment Grade, 100x, 30-yr. Maturity
(Full Growth + 6% BI-Reassessment Projections)
[Preliminary -- for discussion only]

Period Ending	Principal	Interest	Total Debt Service	Debt Service Reserve Fund	Net Debt Service
12/01/2030		758,475	758,475		758,475
12/01/2031		758,475	758,475		758,475
12/01/2032	5,000	758,475	763,475		763,475
12/01/2033	5,000	758,250	763,250		763,250
12/01/2034	50,000	758,025	808,025		808,025
12/01/2035	55,000	755,775	810,775		810,775
12/01/2036	105,000	753,300	858,300		858,300
12/01/2037	110,000	748,575	858,575		858,575
12/01/2038	165,000	743,625	908,625		908,625
12/01/2039	175,000	736,200	911,200		911,200
12/01/2040	235,000	728,325	963,325		963,325
12/01/2041	245,000	717,750	962,750		962,750
12/01/2042	315,000	706,725	1,021,725		1,021,725
12/01/2043	330,000	692,550	1,022,550		1,022,550
12/01/2044	405,000	677,700	1,082,700		1,082,700
12/01/2045	425,000	659,475	1,084,475		1,084,475
12/01/2046	505,000	640,350	1,145,350		1,145,350
12/01/2047	530,000	617,625	1,147,625		1,147,625
12/01/2048	625,000	593,775	1,218,775		1,218,775
12/01/2049	650,000	565,650	1,215,650		1,215,650
12/01/2050	755,000	536,400	1,291,400		1,291,400
12/01/2051	790,000	502,425	1,292,425		1,292,425
12/01/2052	900,000	466,875	1,366,875		1,366,875
12/01/2053	940,000	426,375	1,366,375		1,366,375
12/01/2054	1,065,000	384,075	1,449,075		1,449,075
12/01/2055	1,115,000	336,150	1,451,150		1,451,150
12/01/2056	1,250,000	285,975	1,535,975		1,535,975
12/01/2057	1,305,000	229,725	1,534,725		1,534,725
12/01/2058	1,460,000	171,000	1,631,000		1,631,000
12/01/2059	2,340,000	105,300	2,445,300	815,500	1,629,800
	16,855,000	17,573,400	34,428,400	815,500	33,612,900

SUMMARY OF BONDS REFUNDED

MEADOWLARK METROPOLITAN DISTRICT GENERAL OBLIGATION REFUNDING & IMPROVEMENT BONDS, SERIES 2029 Pay & Cancel Refunding of (proposed) Series 2019 + New Money

47.347 (target) Mills

Assumes Investment Grade, 100x, 30-yr. Maturity

(Full Growth + 6% Bi-Reassessment Projections)

[Preliminary -- for discussion only]

Bond	Maturity Date	Interest Rate	Par Amount	Call Date	Call Price
5/3/18: Ser 19 NR SP, 5.50%, 100x, 47.347mls, 6% BiRE:					
TERM49	12/01/2030	5.500%	110,000.00	12/01/2029	100.000
	12/01/2031	5.500%	120,000.00	12/01/2029	100.000
	12/01/2032	5.500%	170,000.00	12/01/2029	100.000
	12/01/2033	5.500%	180,000.00	12/01/2029	100.000
	12/01/2034	5.500%	235,000.00	12/01/2029	100.000
	12/01/2035	5.500%	250,000.00	12/01/2029	100.000
	12/01/2036	5.500%	315,000.00	12/01/2029	100.000
	12/01/2037	5.500%	330,000.00	12/01/2029	100.000
	12/01/2038	5.500%	405,000.00	12/01/2029	100.000
	12/01/2039	5.500%	425,000.00	12/01/2029	100.000
	12/01/2040	5.500%	510,000.00	12/01/2029	100.000
	12/01/2041	5.500%	535,000.00	12/01/2029	100.000
	12/01/2042	5.500%	625,000.00	12/01/2029	100.000
	12/01/2043	5.500%	660,000.00	12/01/2029	100.000
	12/01/2044	5.500%	760,000.00	12/01/2029	100.000
	12/01/2045	5.500%	805,000.00	12/01/2029	100.000
	12/01/2046	5.500%	915,000.00	12/01/2029	100.000
	12/01/2047	5.500%	965,000.00	12/01/2029	100.000
	12/01/2048	5.500%	1,090,000.00	12/01/2029	100.000
	12/01/2049	5.500%	2,310,000.00	12/01/2029	100.000
			11,715,000.00		

ESCROW REQUIREMENTS

MEADOWLARK METROPOLITAN DISTRICT GENERAL OBLIGATION REFUNDING & IMPROVEMENT BONDS, SERIES 2029 Pay & Cancel Refunding of (proposed) Series 2019 + New Money

47.347 (target) Mills

**Assumes Investment Grade, 100x, 30-yr. Maturity
(Full Growth + 6% Bi-Reassessment Projections)**

[Preliminary -- for discussion only]

Dated Date	12/01/2029
Delivery Date	12/01/2029

5/3/18: Ser 19 NR SP, 5.50%, 100x, 47.347mls, 6% BiRE

Period Ending	Principal Redeemed	Total
12/01/2029	11,715,000.00	11,715,000.00
	11,715,000.00	11,715,000.00

PRIOR BOND DEBT SERVICE

MEADOWLARK METROPOLITAN DISTRICT GENERAL OBLIGATION REFUNDING & IMPROVEMENT BONDS, SERIES 2029 Pay & Cancel Refunding of (proposed) Series 2019 + New Money 47.347 (target) Mills

Assumes Investment Grade, 100x, 30-yr. Maturity
(Full Growth + 6% Bi-Reassessment Projections)
[Preliminary -- for discussion only]

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
06/01/2030			322,162.50	322,162.50	
12/01/2030	110,000	5.500%	322,162.50	432,162.50	754,325
06/01/2031			319,137.50	319,137.50	
12/01/2031	120,000	5.500%	319,137.50	439,137.50	758,275
06/01/2032			315,837.50	315,837.50	
12/01/2032	170,000	5.500%	315,837.50	485,837.50	801,675
06/01/2033			311,162.50	311,162.50	
12/01/2033	180,000	5.500%	311,162.50	491,162.50	802,325
06/01/2034			306,212.50	306,212.50	
12/01/2034	235,000	5.500%	306,212.50	541,212.50	847,425
06/01/2035			299,750.00	299,750.00	
12/01/2035	250,000	5.500%	299,750.00	549,750.00	849,500
06/01/2036			292,875.00	292,875.00	
12/01/2036	315,000	5.500%	292,875.00	607,875.00	900,750
06/01/2037			284,212.50	284,212.50	
12/01/2037	330,000	5.500%	284,212.50	614,212.50	898,425
06/01/2038			275,137.50	275,137.50	
12/01/2038	405,000	5.500%	275,137.50	680,137.50	955,275
06/01/2039			264,000.00	264,000.00	
12/01/2039	425,000	5.500%	264,000.00	689,000.00	953,000
06/01/2040			252,312.50	252,312.50	
12/01/2040	510,000	5.500%	252,312.50	762,312.50	1,014,625
06/01/2041			238,287.50	238,287.50	
12/01/2041	535,000	5.500%	238,287.50	773,287.50	1,011,575
06/01/2042			223,575.00	223,575.00	
12/01/2042	625,000	5.500%	223,575.00	848,575.00	1,072,150
06/01/2043			206,387.50	206,387.50	
12/01/2043	660,000	5.500%	206,387.50	866,387.50	1,072,775
06/01/2044			188,237.50	188,237.50	
12/01/2044	760,000	5.500%	188,237.50	948,237.50	1,136,475
06/01/2045			167,337.50	167,337.50	
12/01/2045	805,000	5.500%	167,337.50	972,337.50	1,139,675
06/01/2046			145,200.00	145,200.00	
12/01/2046	915,000	5.500%	145,200.00	1,060,200.00	1,205,400
06/01/2047			120,037.50	120,037.50	
12/01/2047	965,000	5.500%	120,037.50	1,085,037.50	1,205,075
06/01/2048			93,500.00	93,500.00	
12/01/2048	1,090,000	5.500%	93,500.00	1,183,500.00	1,277,000
06/01/2049			63,525.00	63,525.00	
12/01/2049	2,310,000	5.500%	63,525.00	2,373,525.00	2,437,050
	11,715,000		9,377,775.00	21,092,775.00	21,092,775

BOND SOLUTION

MEADOWLARK METROPOLITAN DISTRICT GENERAL OBLIGATION REFUNDING & IMPROVEMENT BONDS, SERIES 2029 Pay & Cancel Refunding of (proposed) Series 2019 + New Money 47.347 (target) Mills

Assumes Investment Grade, 100x, 30-yr. Maturity
(Full Growth + 6% Bi-Reassessment Projections)
[Preliminary -- for discussion only]

Period Ending	Proposed Principal	Proposed Debt Service	Debt Service Adjustments	Total Adj Debt Service	Revenue Constraints	Unused Revenues	Debt Serv Coverage
12/01/2030		758,475		758,475	758,656	181	100.02386%
12/01/2031		758,475		758,475	758,656	181	100.02386%
12/01/2032	5,000	763,475		763,475	804,175	40,700	105.33093%
12/01/2033	5,000	763,250		763,250	804,175	40,925	105.36198%
12/01/2034	50,000	808,025		808,025	852,426	44,401	105.49498%
12/01/2035	55,000	810,775		810,775	852,426	41,651	105.13716%
12/01/2036	105,000	858,300		858,300	903,571	45,271	105.27454%
12/01/2037	110,000	858,575		858,575	903,571	44,996	105.24082%
12/01/2038	165,000	908,625		908,625	957,786	49,161	105.41044%
12/01/2039	175,000	911,200		911,200	957,786	46,586	105.11256%
12/01/2040	235,000	963,325		963,325	1,015,253	51,928	105.39047%
12/01/2041	245,000	962,750		962,750	1,015,253	52,503	105.45342%
12/01/2042	315,000	1,021,725		1,021,725	1,076,168	54,443	105.32853%
12/01/2043	330,000	1,022,550		1,022,550	1,076,168	53,618	105.24355%
12/01/2044	405,000	1,082,700		1,082,700	1,140,738	58,038	105.36049%
12/01/2045	425,000	1,084,475		1,084,475	1,140,738	56,263	105.18804%
12/01/2046	505,000	1,145,350		1,145,350	1,209,182	63,832	105.57317%
12/01/2047	530,000	1,147,625		1,147,625	1,209,182	61,557	105.36389%
12/01/2048	625,000	1,218,775		1,218,775	1,281,733	62,958	105.16570%
12/01/2049	650,000	1,215,650		1,215,650	1,281,733	66,083	105.43604%
12/01/2050	755,000	1,291,400		1,291,400	1,358,637	67,237	105.20654%
12/01/2051	790,000	1,292,425		1,292,425	1,358,637	66,212	105.12310%
12/01/2052	900,000	1,366,875		1,366,875	1,440,155	73,280	105.36117%
12/01/2053	940,000	1,366,375		1,366,375	1,440,155	73,780	105.39972%
12/01/2054	1,065,000	1,449,075		1,449,075	1,526,565	77,490	105.34754%
12/01/2055	1,115,000	1,451,150		1,451,150	1,526,565	75,415	105.19690%
12/01/2056	1,250,000	1,535,975		1,535,975	1,618,159	82,184	105.35059%
12/01/2057	1,305,000	1,534,725		1,534,725	1,618,159	83,434	105.43639%
12/01/2058	1,460,000	1,631,000		1,631,000	1,715,248	84,248	105.16543%
12/01/2059	2,340,000	2,445,300	-815,500	1,629,800	1,715,248	85,448	105.24287%
	16,855,000	34,428,400	-815,500	33,612,900	35,316,906	1,704,006	

EXHIBIT G

Indemnification Letters

1. Developer's Letter

[date - on or after date of Service Plan approval]

Town of Parker
20120 E. Mainstreet
Parker, CO 80138-7334

RE: Meadowlark Metropolitan District

To the Town Council:

This Indemnification Letter (the "**Letter**") is delivered by the undersigned Meritage Homes of Colorado, Inc., an Arizona corporation (the "**Developer**") in connection with the review by the Town of Parker (the "**Town**") of the Service Plan, including all amendments heretofore or hereafter made thereto (the "**Service Plan**") for the Meadowlark Metropolitan District (the "**District**"). Developer, for and on behalf of itself and its transferees, successors and assigns, represents, warrants, covenants and agrees to and for the benefit of the Town as follows:

1. Developer hereby waives and releases any present or future claims it might have against the Town or the Town's elected or appointed officers, employees, agents, contractors or insurers (the "**Released Persons**") in any manner related to or connected with the Service Plan or any action or omission with respect thereto. Developer further hereby agrees to indemnify and hold harmless the Released Persons from and against any and all liabilities resulting from any and all claims, demands, suits, actions or other proceedings of whatsoever kind or nature made or brought by any third party, including attorneys' fees and expenses and court costs, which directly or indirectly or purportedly arise out of or are in any manner related to or connected with any of the following: (a) the Service Plan or any document or instrument contained or referred to therein; or (b) the formation of the District; or (c) any actions or omissions of the Developer or the District, or their agents, in connection with the District, including, without limitation, any actions or omissions of the Developer or District, or their agents, in relation to any bonds or other financial obligations of the District or any offering documents or other disclosures made in connection therewith. Developer further agrees to investigate, handle, respond to and to provide defense for and defend against, or at the Town's option to pay the attorneys' fees and expenses for counsel of the Town's choice for any such liabilities, claims, demands, suits, actions or other proceedings.

2. Developer hereby consents to the Debt Instrument Disclosure Requirements as set forth Section VI.F. of the Service Plan, acknowledges the Town's right to modify the required disclosures, and waives and releases the Town from any claims Developer might have based on or relating to the use of or any statements made or to be made in such disclosures (including any modifications thereto).

3. This Letter has been duly authorized and executed on behalf of Developer.

Very truly yours,

MERITAGE HOMES OF COLORADO, INC., an
Arizona corporation

By: _____

Name: _____

Title: _____

2. District's Letter

[date - date of organizational meeting]

Town of Parker
20120 E. Mainstreet
Parker, CO 80138-7334

RE: Meadowlark Metropolitan District

To the Town Council:

This Indemnification Letter (the "**Letter**") is delivered by the Meadowlark Metropolitan District (the "**District**") in order to comply with the Service Plan, including all amendments heretofore or hereafter made thereto (the "**Service Plan**") for the District. The District, for and on behalf of itself and its transferees, successors and assigns, represents, warrants, covenants and agrees to and for the benefit of the Town as follows:

1. The District hereby waives and releases any present or future claims it might have against the Town or the Town's elected or appointed officers, employees, agents, contractors or insurers (the "**Released Persons**") in any manner related to or connected with the Service Plan or any action or omission with respect thereto. To the fullest extent permitted by law, the District hereby agrees to indemnify and hold harmless the Released Persons from and against any and all liabilities resulting from any and all claims, demands, suits, actions or other proceedings of whatsoever kind or nature made or brought by any third party, including attorneys' fees and expenses and court costs, which directly or indirectly or purportedly arise out of or are in any manner related to or connected with any of the following: (a) the Service Plan or any document or instrument contained or referred to therein; or (b) the formation of the District; or (c) any actions or omissions of the District, Meritage Homes of Colorado, Inc., an Arizona corporation (the "**Developer**"), or their agents, in connection with the District, including, without limitation, any actions or omissions of the District or Developer, or their agents, in relation to any bonds or other financial obligations of the District or any offering documents or other disclosures made in connection therewith. The District further agrees to investigate, handle, respond to and to provide defense for and defend against, or at the Town's option to pay the attorneys' fees and expenses for counsel of the Town's choice for any such liabilities, claims, demands, suits, actions or other proceedings.

2. It is understood and agreed that neither the District nor the Town waives or intends to waive the monetary limits (presently \$387,000 per person and \$1,093,000 per occurrence) or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, Section 24-10-101, et seq., C.R.S., as from time to time amended, or otherwise available to the Town, the District, its officers, or its employees.

3. The District hereby consents to the Debt Instrument Disclosure Requirements as set forth in Section VI.F of the Service Plan, acknowledges the Town's right to modify the required disclosures, and waives and releases the Town from any claims the District might have based on or relating to the use of or any statements made or to be made in such disclosures (including any modifications thereto).

4. This Letter has been duly authorized and executed on behalf of the District.

Very truly yours,

**MEADOWLARK METROPOLITAN
DISTRICT**

By: _____
_____, President

Attest:

Secretary

EXHIBIT H

Intergovernmental Agreement

TOWN OF PARKER

INTERGOVERNMENTAL AGREEMENT BETWEEN

THE TOWN OF PARKER, COLORADO AND THE

MEADOWLARK METROPOLITAN DISTRICT

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2018, by and between the **TOWN OF PARKER**, a home rule municipal corporation of the State of Colorado (the “**Town**”), and the **MEADOWLARK 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. Section 29-1-203 authorizes the Parties to cooperate and contract with one another regarding functions, services and facilities each is authorized to provide; and

WHEREAS, the District was organized to provide those services and to exercise powers as are more specifically set forth in the District’s Service Plan approved by the Town on _____, 2018 (the “**Service Plan**”); and

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

WHEREAS, it is the Town’s policy that special districts located within residential projects shall share in regional public improvements, and the model intergovernmental agreement required by Chapter 10.11 of the Town Code includes provisions for special districts to provide regional improvement funds; and

WHEREAS, the Town, the Parker Water and Sanitation District and Cherry Creek Project Water Authority (“**Owner**”) entered into that certain Meadowlark Annexation Agreement dated _____, (the “**Annexation Agreement**”), which Annexation Agreement created the obligation of Owner to construct and/or fund certain regional improvements in connection with its development of the property within the boundaries of the District; and

WHEREAS, the specific regional improvements identified in the Service Plan and the Annexation Agreement include the following: (a) design and construction (or payment therefor) of one half of Crowfoot Valley Road adjacent to the Property as a four-lane arterial section as set forth in the Annexation Agreement (the “**Crowfoot Valley Road Improvements**”), with the Owner to pay to the Town 100% of the actual costs to design and construct such improvements

in the event the Town determines to build Crowfoot Valley Road prior to the first plat for the Property; (b) payment to the Town of one hundred percent (100%) of the costs to design and construct the required traffic signal at the intersection of Crowfoot Valley Road and the proposed Collector Roadway through the Property (the “**Traffic Signal Payment**”); and (c) payment to the Town of an amount not to exceed \$1,786,000 (the “**Lemon Gulch Payment**”), for the costs to construct all improvements to Lemon Gulch through the Property and which Lemon Gulch Payment shall increase annually as provided in the Annexation Agreement (collectively referred to as the “**Regional Improvements**”); and

WHEREAS, pursuant to the Annexation Agreement and this Agreement, Owner and the District are responsible for providing funds for the construction of the Regional Improvements; and

WHEREAS, the Town and District acknowledge the need for the Regional Improvements in order to accomplish the comprehensive development of the property within the Meadowlark project (the “**Property**”) that is within the District’s service area; and

WHEREAS, the District desires to pay to the Town the amounts set forth in this Agreement for the construction of the Regional Improvements; and

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

WHEREAS, the Parties have determined it to be in the best interests of their respective taxpayers, residents and property owners to enter into this Intergovernmental Agreement (“**Agreement**”) to address certain matters related to the organization, powers and authorities of the District.

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

1. **Incorporation of Recitals.** The foregoing recitals are hereby incorporated not and made a part of this Agreement.
2. **Regional Improvements Funding.** On or before the deadlines set forth in the Annexation Agreement, the District shall pay or cause to be paid to the Town the amounts set forth above for the Regional Improvements, specifically, 100% of the actual costs to design and construct the Crowfoot Valley Road improvements in the event the Town determines to build Crowfoot Valley Road prior to the first plat for the Property, the Traffic Signal Payment, and \$1,786,000 (subject to increase annually) as the Lemon Gulch Payment. The District acknowledges and agrees that payment of such amounts for the Regional Improvements as set forth herein and the Annexation Agreement and Service Plan 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 foregoing requirement for payment of the Regional Improvements shall be enforceable by the Town by all remedies available at law or in equity, including, without limitation affirmative injunctive relief. The District represents and warrants that it has obtained all voter authorization

and has appropriated all funds necessary to make payment of the Regional Improvements to the Town on or before the time the same is required to be paid in accordance with the Annexation Agreement. Nothing in this Agreement shall alter, diminish, impair or otherwise affect any obligations within the Annexation Agreement or any rights or remedies of the Town for enforcement thereof.

3. Use of Regional Improvements Funds. The Town shall use any Regional Improvements funds paid pursuant to Section 1 solely and exclusively for costs of constructing the Regional Improvements.

4. Deposit of Regional Improvements Funds. The Town shall deposit and use any Regional Improvements funds paid pursuant to Section 1 only for costs of constructing the Regional Improvements. Such Regional Improvements funds may be applied to any design, planning, engineering, surveying, construction management, labor, materials and administrative costs related to construction of the Regional Improvements.

5. Operations and Maintenance. The District shall dedicate the Public Improvements (as defined in the Service Plan) to the Town or other appropriate jurisdiction or owners association in a manner consistent with the final approved plat for the property located within the District's boundaries, other rules and regulations of the Town, and applicable provisions of the Town Code. The District shall not be authorized to operate and maintain any part or all of the Public Improvements or any other improvements, public or private, unless specifically provided for in this Agreement or separate agreement with the Town. The District shall not own fee title to any real property.

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

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

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

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

(“**Company**”) is an External Financial Advisor within the meaning of the District’s Service Plan.

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

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

11. Total Debt Issuance. The District shall not issue Debt in excess of \$12,949,560 in total aggregate principal amount; provided that such limitation shall not be applicable to refunding Bonds issued by the District to refund outstanding debt.

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

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

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

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

16. Annual Report. The District shall submit an annual report ("**Annual Report**") to the Town 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, pursuant to Parker Municipal Code section 10.11.040 and containing the information set forth in Section VII of the Service Plan.

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

To the District: Meadowlark Metropolitan District
c/o McGeady Becher P.C.
450 E. 17th Avenue, Suite 400
Denver, CO 80203
Attn: Paula J. Williams
Phone: (303) 592-4380
Fax: (303) 592-4385

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

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

18. Miscellaneous.

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

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

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

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

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

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

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

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

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

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

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

l. Entirety. This Agreement merges and supersedes all prior negotiations, representations, and agreements between the parties hereto relating to the subject matter hereof and this Agreement, together with the Service Plan and Annexation Agreement provisions that

serve to supplement or complement this Agreement, constitutes the entire agreement between the Parties concerning the subject matter hereof.

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

TOWN OF PARKER, COLORADO

By: _____
_____, Mayor

ATTEST:

_____, Town Clerk

APPROVED AS TO FORM:

_____, Town Attorney

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

By: _____
_____, President

ATTEST:

_____, Secretary