

**TOWN OF PARKER  
INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE TOWN OF PARKER, COLORADO AND THE  
BELFORD SOUTH METROPOLITAN DISTRICT**

THIS **AGREEMENT** is made and entered into as of this 6<sup>th</sup> day of September, 2016, by and between the **TOWN OF PARKER**, a home rule municipal corporation of the State of Colorado (the "**Town**"), and the **BELFORD SOUTH METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (the "**District**"). The Town and the District are individually referred to as a "**Party**" and collectively referred to as the "**Parties**."

**WITNESSETH:**

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

WHEREAS, the District was organized to provide those services and to exercise powers as are more specifically set forth in the District's Service Plan approved by the Town on March 21, 2016 (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 Arapahoe County Water and Wastewater Authority, and 470 Compark LLC ("**Developer**") entered into that certain Compark Village South Annexation Agreement dated January 5, 2015 (the "**Annexation Agreement**"), which Annexation Agreement requires the Developer, its successors or assigns, to construct and/or fund certain regional improvements in connection with development of the property with the boundaries of the District; and

WHEREAS, given the requirements set forth in the Annexation Agreement and Subdivision Agreement applicable to development of the property located within the District's boundaries, including but not limited to required completion of transportation improvements to roads within and in the vicinity of the District, the Town finds that a regional improvement fund contribution is not required in connection with approval of the District's initial Service Plan; and

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

WHEREAS, the Parties have determined it to be in the best interests of their respective taxpayers, residents and property owners to enter into this Intergovernmental Agreement

WHEREAS, the Parties have determined it to be in the best interests of their respective taxpayers, residents and property owners to enter into this Intergovernmental Agreement (“**Agreement**”) to address certain matters related to the organization, powers and authorities of the District.

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

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

2. Regional Improvements Funding. [INTENTIONALLY OMITTED]

3. Use of Regional Improvements Funds. [INTENTIONALLY OMITTED]

4. Deposit of Regional Improvements Funds. [INTENTIONALLY OMITTED]

5. Operations and Maintenance.

A. The District shall dedicate the Public Improvements (as defined in the Service Plan) to the Town or other appropriate jurisdiction or owners association in a manner consistent with the final approved plats and subdivision agreements for the property located within the District’s boundaries, other rules and regulations of the Town, and applicable provisions of the Town Code. The District shall not be authorized to own, operate and maintain any part or all of the Public Improvements, except as specifically provided for in the following Subsection 5.B. of this Agreement or separate agreement with the Town.

B. The District is authorized to own, operate and maintain, and contract with a homeowners’ association for the operations and maintenance of the Green Acres Tributary Channel/Detention Pond Improvements and the Happy Canyon Creek Tributary Channel Improvements, which improvements are collectively described as the “**Storm Drainage Improvements**” on Exhibit D to the Service Plan. The Storm Drainage Improvements to be owned, operated and maintained by the District, or to be operated and maintained by the District pursuant to a contract with a homeowners’ association, shall be as specifically and finally determined by the Town consistent with the applicable subdivision plat and subdivision agreement. The District shall not operate or maintain any other improvements unless the Town Council has first approved and executed an amendment to this Agreement to authorize the District’s operation and maintenance of specific additional improvements.

C. The District may enter into an agreement with an owners association for the maintenance of District-funded Storm Drainage Improvements. The District will own such Storm Drainage Improvements for so long as required for any tax-exempt bonds that provided the funding for the improvement remain outstanding. Maintenance responsibilities shall be consistent with the maintenance entity designated in the applicable subdivision plat and subdivision agreement.

D. The District anticipates funding through an operation and maintenance mill levy the costs of operation and maintenance of the Storm Drainage Improvements. Therefore, the District is authorized to impose for the purpose of operation and maintenance of the Storm Drainage Improvements a mill levy of not more than ten (10) mills (the “**Drainage O & M Mill Levy**”). For any period that the District imposes any portion of the Drainage O & M Mill Levy authorized under this Subsection 5.D., the District shall operate and maintain the Storm Drainage Improvements for which such mill levy was imposed, and the revenues from such Drainage O & M Mill Levy may only be used for such operations and maintenance of Storm Drainage Improvements. The Drainage O & M Mill Levy shall not be subject to Gallagher Adjustment. Further, the District’s mill levies shall never exceed the Maximum Debt Mill Levy (currently 42.827 mills, subject to Gallagher Adjustment) plus the Drainage O & M Mill Levy (maximum 10 mills, not subject to Gallagher Adjustment).

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

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

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

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

(“**Company**”) is an External Financial Advisor within the meaning of the District’s Service Plan.

Company certifies that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by the District for the [insert the designation of the Debt] does not exceed a market [tax-exempt] [taxable] interest rate, using criteria deemed

appropriate by Company and based upon Company's analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

10. Inclusion and Exclusion. The District shall not include within its boundaries any property outside the Service Area (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 \$16,200,000 in total aggregate principal amount.

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

13. Development Fees. The District is authorized to assess and collect a Development Fee in the maximum amounts described in Section VI.E of the Service Plan for the purpose of planning, design, acquisition, construction, installation, relocation, redevelopment and financing of certain regional water, regional wastewater, regional drainage, and Belford Avenue regional roadway improvements necessary to serve the Project and to provide water and wastewater service and Belford Avenue access to neighboring properties, which improvements are as set forth in the Capital Plan. The District shall not impose or assess any other fees, rates, tolls, penalties, or charges, or use Development Fee revenues for purposes other than costs of Public Improvements set forth in the approved Capital Plan, without first obtaining Town approval of an amendment to its Service Plan, which amendment shall be deemed to be a material modification of the Service Plan.

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

15. Service Plan Amendment Requirement. Any action of the District which violates the limitations set forth in Sections V.A.1-14 or VI.B-H of the Service Plan, or which constitutes a material modification under Parker Municipal Code section 10.11.060, shall be deemed to be a material modification to the Service Plan and the Town shall be entitled to all remedies available under State and local law to enjoin any such action(s) of the District. The Town may also seek damages for breach of this Agreement arising from violations by the District of any provision of the Service Plan.

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

17. Annual Report. The District shall submit an annual report (“**Annual Report**”) to the Town not later than September 1 of each calendar year following the year in which the Order and Decree creating the District has been issued by the District Court for and in Douglas County, Colorado, pursuant to Parker Municipal Code section 10.11.040 and containing the information set forth in Section VII of the Service Plan.

18. Notices. All notices, demands, requests or other communications to be sent by one Party to the other hereunder or required by law, including the Annual Report, shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via Federal Express or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the District:                    Belford South Metropolitan District  
   c/o McGeady Becher P.C.  
   450 East 17<sup>th</sup> Avenue, Suite 400  
   Denver, CO 80203  
   Attn: MaryAnn M. McGeady  
   Phone: (303) 592-4380  
   Fax: (303) 592-4385

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

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

19. Miscellaneous.

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

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

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

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

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

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

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

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

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

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

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

L. Entirety. This Agreement merges and supersedes all prior negotiations, representations, and agreements between the Parties hereto relating to the subject matter hereof and this Agreement, together with the Service Plan and Annexation Agreement provisions that

serve to supplement or complement this Agreement, constitutes the entire agreement between the Parties concerning the subject matter hereof.

**[SIGNATURE PAGE FOLLOWS]**

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

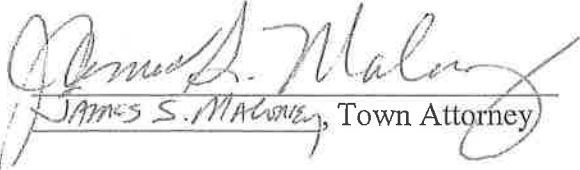
**TOWN OF PARKER, COLORADO**

By: , Mayor  
Mike Waid, Mayor

ATTEST:

, Town Clerk

APPROVED AS TO FORM:

, Town Attorney  
JAMES S. MALONEY, Town Attorney

**BELFORD SOUTH METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado

By: , President  
Michael Vickers, President

ATTEST:

, Secretary  
Thomas A. List, Secretary