

TOWN OF PARKER COUNCIL AGENDA

October 4, 2021

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.

Public comment for items that are not on the agenda may be made in person, by Zoom or electronically at <http://parkeronline.org/CouncilPublicComment>. For those unable to provide comments in person, electronically through the website or via Zoom, please contact the Clerk's Office to make alternative arrangements. The Town Clerk can be reached at 303-805-3198. Public comments provided electronically through the website that are provided by 5:00 p.m. on the day of the regular or special Town Council meeting will be provided to the Town Council and will be included with the approved minutes of the Town Council meeting.

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

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

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

1. TOWN COUNCIL MEETING SCHEDULE

- A. 5:00 P.M. – Call to Order Town Council Meeting and Roll Call**
- B. Executive Session – Immediately following Call to Order/Roll Call – (See Attached)**
- C. Reconvene Town Council Meeting at 7:00 P.M. or as soon thereafter as the regular public meeting can be conducted.**

2. SPECIAL PRESENTATIONS

- **Mayor's Day of Service Recognition**

3. PARKER CHAMBER OF COMMERCE UPDATES

4. DOWNTOWN BUSINESS ALLIANCE UPDATES

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

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 - September 20, 2021

B. *AMENDED AND RESTATED SUBDIVISION AGREEMENT Stroh Ranch Filing No. 16 (Hunter's Chase)*

Department: Community Development, Bryce Matthews

C. RESOLUTION NO. 21-040

A Resolution to Approve the First Amendment to Amended and Restated Employment Agreement for the Town Administrator

Department: Town Council

D. RESOLUTION NO. 21-041

A Resolution to Approve the Fifteenth Amendment to Town Attorney Employment Agreement

Department: Town Council

E. RESOLUTION NO. 21-042

A Resolution Finding Substantial Compliance of the Pine Drive Property's Annexation Petition with C.R.S. § 31-12-107 and Setting a Public Hearing on November 15, 2021, for the Purpose of Considering Said Annexation

Department: Community Development, Stacey Nerger

F. CONTRACTS OVER \$100,000

1. *Final Design Contract for Mainstreet North Sidewalk (Victorian Drive to the Eastern Boundary of Town & Country Village Townhomes)*

Amount: \$172,218

Contractor: Stanley Consultants, Inc.

Department: Engineering and Public Works, Bob Exstrom

2. *Conceptual/Preliminary Design Contract for Dransfeldt Widening (Mainstreet to Pony Express)*

Amount: \$130,544

Contractor: Felsburg Holt & Ullevig

Department: Engineering and Public Works, Bob Exstrom

3. 2021 Townwide Slurry/Chip Seal Program Contract (CIP21-005) Contract Modification
 Amount: \$1,824,610.34
 Contractor: Vance Brothers, Inc
 Department: Engineering and Public Works, Danny Smith

4. Downtown Circulation Improvements (CIP21-018) Professional Services Agreement
 Amount: \$137,370
 Contractor: Stanley Consulting, Inc.
 Department: Engineering and Public Works, Tom Gill

G. PROCLAMATION - Community Planning Month - October 2021

8. **RESOLUTIONS**

A. **RESOLUTION NO. 21-021**

A Resolution to Establish the Process for Administering the Kiosk Program as Outlined in Section 10.13.080 of the Town of Parker Municipal Code

Department: Community Development, John Fussa

B. **RESOLUTION NO. 21-033**

A Resolution to Consent to the Assignment and Assumption Agreement (Looking Glass) By and Between JEN Colorado 18, LLC, and LB Parker Owner LLC

Department: Town Attorney, Jim Maloney

9. **PUBLIC COMMENTS CONTINUED IF NECESSARY**

10. **ADJOURNMENT**

Parker Town Council

Executive Session Agenda

October 4, 2021

“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. 42 U.S.C. § 2000 (Religious Land Use and Institutional Persons Act – locating a church in a commercial area)

2. HB21-1027 (take out/delivery and communal dining) and SB21-082 (festivals)

“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).”

3. Proposed amendment to the Anthology North Annexation Agreement to address the timing for the construction of Chambers Road

4. Douglas County School District MS4 intergovernmental agreement

5. The proposed subdivision agreement for the Chambers Highpoint project and the proposed amendment to the subdivision agreement for the Compark Village South project

6. Proposed acquisition of Tract Q located east of Chambers Road and south of Mainstreet

7. Proposed Mainstreet sidewalk easement from Town & Country Village Townhomes

**TOWN OF PARKER COUNCIL
MINUTES
SEPTEMBER 20, 2021**

Mayor Jeff Toborg called the Town Council meeting to order at 5 p.m. All Councilmembers were present.

Town Attorney Jim Maloney announced the topic for discussion in the Executive Session were eight (8) items. Under C.R.S. § 24-6-402(4)(e) there were six (6) items; the first item was concerning the Compark default: Compark Village Filing No. 7, Amendment 1 Subdivision Agreement; the second item was concerning the Compark/Nicks Investments default: Compark Village Filing No. 11 Subdivision Agreement; the third item was concerning the Norton Annexation/Summerset Reimbursement; the fourth item was concerning the proposed Douglas County School District School Resource intergovernmental agreement; the fifth item was concerning the proposed Subdivision Settlement Participation Agreement/Memorandum of Understanding with the State of Colorado concerning the recent Opioid Settlement; and the sixth item was concerning the proposed assignment and assumption of the Amended and Restated Stroh Ranch/Hess Annexation Agreement (Southern Property) dated September 21, 2015. Under C.R.S. § 24-6-402(4)(f) there were two items; the first item was concerning the Town Administrator evaluation process; and the second item was concerning the Town Attorney evaluation process.

EXECUTIVE SESSION

Joshua Rivero moved and Todd Hendreks seconded to go into Executive Session at 5:03 p.m., 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); and to consider personnel matters, pursuant to C.R.S. § 24-6-402(4)(f).

The motion was approved unanimously.

John Diak moved and Todd Hendreks seconded the motion to come out of the Executive Session at 6:30 p.m.

The motion was approved unanimously.

Todd Hendreks moved and Anne Barrington seconded to recess regular the meeting until 7 p.m.

The motion was approved unanimously.

REGULAR MEETING

Mayor Toborg reconvened the Town Council meeting at 7 p.m. All Councilmembers were present.

The American Heritage Girls Troop CO1728 led the Pledge of Allegiance.

PUBLIC COMMENTS

There was one written general public comment, which will be attached to the approved minutes.

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 - September 7, 2021*

B. *CONTRACTS OVER \$100,000*

1. *High Plains Trail IREA Powerline Relocation Construction Contract*

Amount: \$228,000

Contractor: IREA (now Core Electric Cooperative)

Department: Parks, Recreation and Open Space, Brett Collins

Joshua Rivero moved to approve Consent Agenda items 4A and 4B.

Todd Hendreks seconded the motion.

The motion was approved unanimously.

ORDINANCES

A. **ORDINANCE NO. 9.339 - Second Reading (Continued from August 2, 2021)**

A Bill for an Ordinance Approving the Agreement Regarding Design and Construction of Drainage and Flood Control Improvements for Newlin Gulch at Recreation Drive (Agreement No. 21-05.23, Project No. 108504) by and between Urban Drainage and Flood Control District d/b/a Mile High Flood District and the Town of Parker

Department: Engineering and Public Works, Michael Grabczyk

The Town of Parker, the Mile High Flood District (MHFD) and Douglas County have identified Newlin Gulch at Recreation Drive as a reach of a major drainage requiring repair and rehabilitation to support existing and future Town growth. The Town, MHFD, and Douglas County intend to partner in funding and managing the conceptual design of improvements to this reach and the at-grade road crossing by executing an intergovernmental agreement.

This project has been identified in the Stormwater Capital Improvements Projects 10-year Plan and is included within the 2021 budget approved by Town Council. The 2021 contributions will fund the conceptual design and any remaining funds will be utilized towards the final design. Once the conceptual design has been completed, this IGA will be amended to provide funding from the County and additional funding from the Town and MHFD for final design and construction.

2021 Design:

Town of Parker	\$100,000
MHFD	\$100,000

Public Comment: None.

Todd Hendreks moved to approve Ordinance No. 9.339 on second reading.

Anne Barrington seconded the motion.

The motion was approved unanimously.

B. ORDINANCE NO. 9.332 - Second Reading (To be continued to October 18, 2021)
A Bill for an Ordinance to Approve the Intergovernmental Agreement Among
Arapahoe County, the Town of Parker, and the City of Aurora Regarding High Plains
Regional Trail Maintenance
Department: Parks, Recreation and Open Space, Brett Collins

Joshua Rivero moved to continue Ordinance No. 9.332 to October 18, 2021, for second reading.

Todd Hendreks seconded the motion.

The motion was approved unanimously.

C. ORDINANCE NO. 12.03.6 – Second Reading
A Bill for an Ordinance to Amend Chapter 12.02 of the Parker Municipal Code
Concerning Electric-Powered Wheeled Devices, Trail Speeds and Other Code
Updates
Department: Town Attorney, Jamie Wynn

With the increase in public usage of devices such as electric-assisted bicycles (e-bikes), electric skateboards, electric scooters, and other similar electric devices on trails, the Municipal Code need to be updated to be consistent with other municipalities and to adapt to the changing nature of outdoor recreation. Additionally, it has come to the attention of staff that while the Parks Rules and Regulations specify that the speed limit on trails is fifteen (15) miles per hour, the Municipal Code provision only includes the 15-mile-per-hour speed limit on “all roadways and parking areas within park lands....” The definition of "Director" needs to be updated to the current title, as well as a few other updates that need to be made to reflect current regulations and procedures.

Public Comment: None.

Joshua Rivero moved to approve Ordinance No. 12.03.6 on second reading.

Anne Barrington seconded the motion.

The motion was approved unanimously.

D. ORDINANCE NO. 5.03.8 – Second Reading

A Bill for an Ordinance to Amend Chapter 7.01 of the Town of the Parker Municipal Code Concerning Electric Personal Assistive Mobility Devices

Department: Town Attorney, Jamie Wynn

With the increase in public usage of devices such as electric-assisted bicycles (e-bikes), electric skateboards, electric scooters, and other similar electric devices on trails, Town staff is recommending updates to Chapter 12.02 - Park Regulations to be consistent with other municipalities, to adapt to the changing nature of outdoor recreation, and to comply with current regulations and procedures. Based on the updates being recommended for the Park Regulations Chapter, the Municipal Code's adoption of the Model Traffic Code will be impacted and will also need to be updated.

Public Comment: None.

Anne Barrington moved to approve Ordinance no. 5.03.8 on second reading.

Laura Hefta seconded the motion.

The motion was approved unanimously.

RESOLUTIONS

A. RESOLUTION NO. 21-037

A Resolution to Exempt Amendments to the Civic Center Filing No. 1, 1st Amendment, Subdivision Exemption Plat from the Definition of Subdivision and Subdivided Land as Contained in the Town of Parker Land Development Ordinance

Department: Community Development, Stacey Nerger

The Town of Parker is proposing an Exemption Plat to create two lots on 3.184 acres. The site is located at the southeast corner of Mainstreet and Pine Drive. The proposed Civic Center Filing No. 1, 2nd Amendment Exemption Plat would replat the existing vacant land and parking lot used for the PACE Center. The existing parking lot would be platted as lot 2B and would consist of a total of 1.766 acres. The existing vacant land would be platted as lot 2A and would consist of 1.418 acres.

Public Comment: None.

Cheryl Poage moved to approve Resolution No. 21-037.

Laura Hefta seconded the motion.

The motion was approved unanimously.

B. RESOLUTION NO. 21-038

A Resolution to Consent to the Assignment and Assumption Agreement By and Between Leila Peaslee Residuary Trust and Howard R. Peaslee, and Plaza Street Partners, LLC, and the Assignment and Assumption Agreement By and Between Plaza Street Partners, LLC and Plaza Street Fund 106, LLC

Department: Town Attorney, Jim Maloney

On May 17, 2021, the Town Council approved the ordinances annexing and zoning the property. The annexation agreement for the Property (the "Annexation Agreement") required that the deed transferring the Property (the "Deed") from the prior owners ("Peaslee") to the new owner ("Plaza Street Partners") be recorded after the recordation of the annexation and zoning ordinances and the Annexation Agreement. However, the Deed was recorded before the recordation of the annexation and zoning ordinances and the Annexation Agreement. By recording in this improper order, Peaslee was not relieved of the obligations under the Annexation Agreement and Plaza Street Partners did not assume the obligations under the Annexation Agreement. In order to correct this error, Peaslee and Plaza Street Partners entered into the first Assignment Agreement, which provides that Peaslee is relieved of all obligations under the Annexation Agreement and Plaza Street Partners assumes all obligations of the Annexation Agreement. Subsequently, Plaza Street Partners and Plaza Street Fund 106, LLC, entered into the second Assignment Agreement, which provides that Plaza Street Partners is relieved of all obligations under the Annexation Agreement and Plaza Street Fund 106, LLC, assumes all obligations of the Annexation Agreement. The Town Council's consent to the two (2) Assignment Agreements is necessary in order to finalize these Assignment Agreements.

Public Comment: None.

Joshua Rivero moved to approve Resolution No. 21-038.

Todd Hendreks seconded the motion.

The motion was approved unanimously.

PUBLIC HEARINGS

NEWLIN CROSSING METROPOLITAN DISTRICT

Department: Town Attorney, Kristin Hoffmann

The Mayor stated the next item on the agenda was a public hearing for Town Council's consideration of a service plan and related items for the Newlin Crossing Metropolitan District, which is a residential metropolitan district. On June 15, 2020, the Town Council found that a conflict of interest existed for Councilmember Poage that precludes her from

participating in any public hearing that involves a residential metropolitan district service plan or amendment to a service plan.

Mayor Toborg paused the meeting to allow Councilmember Poage to leave the Council Chambers before opening the public hearing.

Cheryl Poage left the meeting at 8:00 p.m.

The Public Hearing was opened at 8:01 p.m.

The Town has received an application for approval of a service plan and intergovernmental agreement for the Newlin Crossing Metropolitan District. Under the terms of the intergovernmental agreement, the District agrees to impose a property tax of 5 mills, which will be remitted to the Town for the planning, design, financing, acquisition, construction, operation and maintenance of the Town's infrastructure identified in Exhibit B of the intergovernmental agreement.

Attorney Megan Murphy, White Bear Ankele Tanaka & Waldron, 2154 East. Commons Avenue, Suite 200, Centennial, was present and explained the service plan changes to the Town Council. She stated that it is a metro district within a metro district but provides different services, development, and regional infrastructure.

Public Comment: None

The Public Hearing was closed at 8:09 p.m.

1. RESOLUTION NO. 21-039

A Resolution to Approve the Service Plan for Newlin Crossing Metropolitan District

Joshua Rivero moved to approve Resolution No. 21-039.

Anne Barrington seconded the motion.

The motion was approved unanimously.

2. ORDINANCE NO. 9.340 – Second Reading

A Bill for an Ordinance to Approve the Intergovernmental Agreement By and Between the Town of Parker and Newlin Crossing Metropolitan District

Anne Barrington moved to approve Ordinance No. 9.340 on second reading.

Todd Hendreks seconded the motion.

The motion was approved unanimously.

ADJOURNMENT

Joshua Rivero moved to adjourn the meeting at 8:15 p.m.

Todd Hendreks seconded the motion.

The motion was approved unanimously.

Chris Vanderpool, Acting Town Clerk

Jeff Toborg, Mayor



Request for Town Council Action

Date: October 4, 2021

Submitted By: Bryce Matthews, Planning Manager

Reviewed By: Michelle Kivela, Town Administrator

Title: **AMENDED AND RESTATED SUBDIVISION
AGREEMENT Stroh Ranch Filing No. 16 (Hunter's Chase)**
**Department: Community Development, Bryce
Matthews**

EXECUTIVE SUMMARY

Stroh Filing 16 was partially constructed in 2004. The original developer, SR Condominiums LLC, constructed three (3) of the proposed then (10) condominium buildings along with all of the public improvements prior to filing for bankruptcy. The applicant, HC Land Development LLC, purchased the undeveloped portion of Stroh Filing No. 16 in 2014. HC Land Development LLC, is proposing to amend the Subdivision Improvement Agreement (SIA) for Stroh Filing 16 (Hunter's Chase) to resolve outstanding public improvement warranty security issues caused by the original owner and to update the landscape security language to clearly reflect current code requirements.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town entered into a subdivision agreement with SR Condominiums, LLC, for Stroh Filing 16 (Hunter's Chase), which included the construction of ten (10) multi-family apartments/condominium buildings and detached garages at the northeast corner of Stroh Road and Motsenbocker Road. The project included a number of public improvements to support the development of this property, including the widening of Stroh Road and Motsenbocker Road as well as detention and stormwater improvements.

The first phase of the development included the construction of three (3) of the ten (10) condominium buildings that were approved as part of the original site plan. SR Condominiums, LLC, constructed the public improvements and received probationary acceptance from the Town on February 9, 2004, as part of the first phase of the project. The Town subsequently provided SR Condominiums, LLC, with a warranty punch list on February 21, 2006, that identified the repairs necessary to obtain final acceptance of the public improvements.

Late in 2006, SR Condominiums, LLC, abandoned the project and allowed the security (Letter of Credit) associated with the public improvements to expire without making the repairs

identified on the warranty punch list. The Town issued a default on March 26, 2007, due to this breach of the Subdivision Agreement. SR Condominiums, LLC filed for bankruptcy in 2007. The current applicant, HC Land Development LLC, bought the balance of the property consisting of seven (7) building pads in 2014.

The proposed amendment will update the SIA from the original form approved by Town Council in 2004 and includes the following substantive changes:

1. Requires a pro-rata contribution to make the required warranty punch list repairs of \$42,114.91 per building that is due prior to the issuance of a building permit for each building. The amount will increase annually with the Consumer Price Index (CPI);
2. Requires the transfer of the existing stormwater detention ponds to a Homeowners' Association prior to certificate of occupancy for the first building; and
3. Provides language that aligns with code and policy requiring security for the landscaping of the seven (7) remaining building pads in advance of the certificate of occupancy for the first building.

The purpose of this amendment is to update the SIA language and to address outstanding issues caused by the default of the original developer.

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)



PROMOTE A SAFE AND
HEALTHY COMMUNITY



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH

ATTACHMENTS

1. Stroh Filing 16 SIA

RECOMMENDED MOTION

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

AMENDED AND RESTATED SUBDIVISION AGREEMENT
Stroh Ranch Filing No. 16 (Hunter's Chase)

THIS AMENDED AND RESTATED AGREEMENT ("Agreement") is made this _____ day of _____, 20__, by and between the Town of Parker, a Colorado home rule municipality (the "Town"), and HC Land Development LLC, a Colorado limited liability company (the "Developer"), as successor in interest to SR Condominiums, LLC.

RECITALS:

A. The Town and SR Condominiums, LLC, entered into the Subdivision Agreement for Stroh Ranch Filing No. 16 on April 21, 2003, which was recorded on June 20, 2003, at Reception No. 2003092242, and amended by a First Amendment to Subdivision Improvements Agreement on May 20, 2004, and recorded June 11, 2004, at Reception No. 2004061165 (as amended, the "Original Agreement").

B. The Developer is the successor in interest to SR Condominiums, LLC.

C. The Developer is the owner of certain real property located in the Town of Parker known as Stroh Ranch Filing No. 16 (Hunter's Chase), which is more particularly described in **Exhibit A**, attached hereto and incorporated herein (the "Property").

E. The Town Council and the Planning Commission of the Town of Parker held all necessary public hearings concerning the plat for the Property. A copy of the final plat is attached hereto as **Exhibit B** and incorporated herein.

F. The approvals cited above are contingent upon the express condition that all duties created by this Agreement are faithfully performed by the Developer.

AGREEMENT

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

1. **Purpose.** The purpose of this Agreement is to set forth the terms, conditions and fees to be paid by the Developer. All conditions contained herein are in addition to any and all requirements of the Town of Parker Subdivision Ordinance and Zoning Ordinance, the Town of Parker Charter, any and all state statutes, and any other sections of the Parker Municipal Code, and are not intended to supersede any requirements contained therein.

2. **Agreements and Other Requirements.** The Developer hereby agrees to perform any and all requirements of the Annexation Agreement entered into between the Town and the Developer on June 18, 1984, which was recorded in Book 533, Page 911. The requirements of the Annexation Agreement are in addition to the requirements of this Agreement and are not intended to supersede any requirements contained herein.

3. Fees. The following fees shall be paid to the Town by the Developer.

a. The Developer hereby agrees to pay the Town the actual cost to the Town for plan review, engineering review, hydrological and surveying review, prior to and during the development process, and for construction observation, inspection and materials testing during the construction process for public improvements, and for legal services (the "actual costs") rendered in connection with the review of the development of the Property, including related administrative fees not to exceed one hundred fifteen percent (115%) of the actual costs. In addition, the Developer shall reimburse the Town for the costs of recording documents with the Douglas County Clerk and Recorder.

b. The Developer shall pay the impact fees, as established by Town ordinances, in effect at the time this Agreement is executed. The Developer shall pay the foregoing impact fees in effect at the time specified by such ordinances.

c. The Developer acknowledges and agrees that the Town, pursuant to this Agreement, shall be granted construction easement(s) that are reasonably sufficient to complete the public improvements.

4. Specific Conditions. The Developer hereby agrees that:

a. It is anticipated that Developer will construct seven (7) residential buildings on the Property. Prior to the first certificate of occupancy, temporary or otherwise, for each residential building constructed, the Developer shall install all plant material and related irrigation facilities within the tracts related to such residential building, as described in the landscape plans approved by the Town for the Property (the "Landscape Improvements"). Notwithstanding the foregoing, the Landscape Improvements within the tract(s) related to the final residential building, including inspections thereof, shall be completed no later than June 1, following issuance of the building permit for such final residential building. Because installation of the Landscape Improvements shall be completed with the construction of each of the seven residential buildings, the Developer shall post a letter of credit amounting to one hundred ten percent (110%) (the "Landscape Security") of the materials cost for all seven (7) residential buildings as described in **Exhibit C**, attached hereto and incorporated herein, and will complete the Landscape Improvements according to the landscape plans prior to issuance of the first certificate of occupancy, temporary or otherwise, for each residential building constructed.

b. Any approval obtained from the Town of Parker does not obviate the Developer's need to comply with the requirements of Sections 7 and 9 of the Endangered Species Act of 1973, 16 U.S.C. 1531, *et seq.*, as amended, or with any other applicable federal, state or local laws and regulations.

c. Developer shall form a homeowners' association or join the existing association in accordance with Paragraph 14 of this Agreement prior to issuance of the first certificate of occupancy, temporary or otherwise, for the first residential building constructed.

d. Prior to issuance of the first certificate of occupancy, temporary or otherwise, for the first residential building constructed, the Developer shall cause to be conveyed

to the homeowners' association the property that contains the stormwater detention ponds serving the development (Tracts A and B, Stroh Ranch Filing No. 16, First Amendment),

e. Prior to the issuance of each of the building permits for the seven (7) residential buildings to be constructed on the Property, the Developer shall pay to the Town Forty-Two Thousand One Hundred Fourteen Dollars and 91/100 (\$42,114.91) at the time of each building permit, which payment is to mitigate deficiencies in the construction of the Public Improvements required under the Original Agreement. These payments, totaling Two Hundred Ninety-Four Thousand Eight Hundred Four Dollars and 37/100 (\$294,804.37), shall increase annually by the U.S. Bureau of Labor Statistics Consumer Price Index for Denver-Boulder, All Items, All Urban Consumers, or its successor index.

f. Prior to issuance of the first certificate of occupancy, temporary or otherwise, for the first residential building constructed, the Developer shall dedicate to the Town free and clear of any encumbrances a traffic signal easement necessary to construct a signal at the intersection of the Property's shared entrance from Stroh Road, as determined by the Town.

5. Title Commitment. A title commitment for the Property shall be provided to the Town. The title commitment shall show that all property to be dedicated to the Town is or shall be free and clear of all liens and encumbrances (other than real estate taxes which are not yet due and payable,) which would make the dedications unacceptable as the Town, in its sole discretion, determines.

6. Breach by the Developer; the Town's Remedies. In the event of a breach of any of the terms and conditions of this Agreement by the Developer, the Town Council shall be notified immediately and the Town may take such action, as permitted and/or authorized by law, this Agreement or the ordinances and Charter of the Town, as the Town deems necessary to protect the public health, safety and welfare; to protect lot buyers and builders; and to protect the citizens of the Town from hardship and undue risk. The remedies include, but are not limited to:

- a. The refusal to issue any building permit or certificate of occupancy;
- b. The revocation of any building permit previously issued under which construction directly related to such building permit has not commenced, except a building permit previously issued to a third party;
- c. A demand that the security given for the completion of the Landscape Improvements be paid or honored; or
- d. Any other remedy available at law.

Unless necessary to protect the immediate health, safety and welfare of the Town, or to protect the interest of the Town with regard to security given for the completion of the Landscape Improvements, the Town shall provide the Developer thirty (30) days' written notice of its intent to take any action under this paragraph, during which thirty-day period the Developer may cure the breach described in the notice and prevent further action by the Town.

7. Public Improvements and Warranty. Intentionally Omitted.

8. Observation. The Town shall have the right to make reasonable engineering observations at the Developer's expense, as the Town may request. Observation, acquiescence in, or approval by any engineering inspector of the installation of improvements at any particular time shall not constitute the approval by the Town of any portion of the installation of such improvements. Such approval shall be made by the Town only after completion of installation and in the manner hereinafter set forth.

9. Completion of Landscape Improvements. Upon completion of installation by the Developer of the Landscape Improvements, the Town's Director of Engineering/Public Works or his designee shall inspect the improvements and certify with specificity their conformity or lack thereof to the Town's specifications. The Developer shall make all corrections necessary to bring the improvements into conformity with the Town's specifications. The Town may, in its discretion, reduce the amount of the required Landscape Security for Landscape Improvements, which have actually been completed, so that the amount of the Landscape Security required at any time relates to the cost of required Landscape Improvements not yet completed.

10. Related Costs – Landscape Improvements. The Developer shall provide all necessary engineering designs, surveys, field surveys and incidental services related to the installation of the Landscape Improvements, at its sole cost and expense, including reproducible "as built" drawings certified accurate by a professional engineer registered in the State of Colorado.

11. Improvements to be the Property of the Town. Intentionally omitted.

12. Performance Guarantee. Letters of credit shall be substantially in the form and content set forth in **Exhibit D**, attached hereto and incorporated herein, and shall be subject to the review and approval of the Town Attorney.

The estimated costs of the Landscape Improvements shall be a figure mutually agreed upon by the Developer and the Town's Director of Community Development, as set forth in **Exhibit C**. The purpose of the cost estimate is solely to determine the amount of security. No representations are made as to the accuracy of these estimates and the Developer agrees to pay the actual costs of all such Landscape Improvements.

The estimated costs of the Landscape Improvements may increase in the future. Accordingly, the Town reserves the right to review and adjust the cost estimates on an annual basis. Adjusted cost estimates will be made according to changes in the Construction Costs Index, as published by the Engineering News Record. If the Town adjusts the cost estimate for the Landscape Improvements, the Town shall give written notice to the Developer. The Developer shall, within thirty (30) days after receipt of said written notice, provide the Town with a new or amended letter of credit in the amount of the adjusted cost estimates. If the Developer refuses or fails to so provide the Town with a new or amended letter of credit, the Town may exercise the remedies provided for in Paragraph 6 of this Agreement; provided, however, that prior to increasing the amount of additional security required, the Town shall give credit to the Developer for all required Landscape Improvements which have actually been completed so that the amount of security required at any time shall relate to the cost of required Landscape Improvements not yet constructed.

In the event the Landscape Improvements are not constructed or completed within the period of time specified by Paragraph 4(a) of this Agreement or a written extension of time mutually agreed upon by the parties to this Agreement, the Town may draw on the letter of credit to complete the Landscape Improvements called for in this Agreement. In the event the letter of credit is to expire within fourteen (14) calendar days and the Developer has not yet provided a satisfactory replacement, the Town may draw on the letter of credit and either hold such funds as security for performance of this Agreement or spend such funds to finish the Landscape Improvements or correct problems with the Landscape Improvements, as the Town deems appropriate.

13. Nuisance Conditions. The Developer agrees to prevent the existence of any nuisances by way of its construction activities, as nuisances are defined by Title 6 of the Parker Municipal Code, and as referenced in Title 11 of the Parker Municipal Code. In the event the authorized inspector/designated Town authority determines that a nuisance exists, the Developer shall be subject to the provisions set forth in Parker Municipal Code Sections 11.12.040 and 11.12.050, regarding the abatement of nuisances and the cost assessed for the abatement thereof.

In addition to the provisions above, if the nuisance is not abated or an abatement plan is not submitted to the satisfaction of the Town, the Town may, upon thirty (30) days' notice under this Agreement, exercise the right to draw upon the performance guarantee specified in Paragraph 12 of this Agreement. The Town may draw on the performance guarantee in order to pay the cost of abating the nuisance, including any expenses and penalties incurred under the Parker Municipal Code. The Town may exercise this right in addition to, or in lieu of, the withholding of permits and/or the withholding of certificates of occupancy. The right to draw on the performance guarantee shall be subject to the sole discretion of the Town, provided the Developer has received thirty (30) days' notice, as provided herein.

The Town Community Development Department and the Department of Engineering/Public Works shall be authorized to cease processing any land use or permit applications submitted by the same developer for the property that is contained within the same Planned Unit Development, until the nuisance is abated. This shall include, but not be limited to, acceptance of applications, sending referrals, scheduling meetings or hearings, or conducting reviews of projects.

14. Association. An association shall be created by the Developer under the laws of the State of Colorado or the Property shall be included in an existing association, if possible. The association must be lawfully established in accordance with the requirements of the Parker Municipal Code, concerning Associations, before any properties within the development are sold to third parties. The articles of incorporation shall be reviewed by the Town Attorney to ensure that they have met the Town's requirements and the articles provide that the association will maintain the private improvements, including, but not limited to, private streets, private parks, private open space, drainage facilities, landscaping and medians, common areas and facilities, recreation areas and facilities, stormwater management areas and facilities, walkways and other facilities, as identified on the final plat and/or subject to a license agreement(s) entered into between the Developer and the Town, contemporaneously with this Agreement, and to assume all responsibilities therefor as shown on the final plat and/or described in the license agreement(s), including sufficient funding to meet these responsibilities.

15. Indemnification. The Developer shall indemnify and hold harmless the Town, its officers, employees, agents or servants from any and all suits, actions and claims of every nature and description caused by, arising from or on account of any act or omission of the Developer, or of any other person or entity for whose act or omission the Developer is liable, with respect to installation of the Landscape Improvements; and the Developer shall pay any and all judgments rendered against the Town as the result of any suit, action or claim, together with all reasonable expenses and attorney fees incurred by the Town in defending any such suit, action or claim.

The Developer shall pay all property taxes on the Property dedicated to the Town, and shall indemnify and hold harmless the Town for any property tax liability.

The Developer shall require that all contractors and other employees engaged in construction of Landscape Improvements shall maintain adequate workers' compensation insurance and public liability coverage and shall faithfully comply with the provisions of the Federal Occupational Safety and Health Act.

16. Waiver of Defects. In executing this Agreement the Developer waives all objections it may have concerning defects, if any, in the formalities whereby it is executed, or concerning the power of the Town to impose conditions on the Developer, as set forth herein, and concerning the procedure, substance and form of the ordinances or resolutions adopting this Agreement.

17. Modifications. This Agreement shall not be amended, except by subsequent written agreement of the parties.

18. Release of Liability. It is expressly understood that the Town cannot be legally bound by the representations of any of its officers or agents or their designees, except in accordance with the Parker Municipal Code and the laws of the State of Colorado.

19. Captions. The captions to this Agreement are inserted only for the purpose of convenient reference and in no way define, limit or prescribe the scope or intent of this Agreement or any part thereof.

20. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns, as the case may be.

21. Invalid Provision. If any provision of this Agreement shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision hereof, and all of the other provisions shall remain in full force and effect. It is the intention of the parties hereto that if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other which would render the provision valid, then the provision shall have the meaning which renders it valid.

22. Governing Law. The laws of the State of Colorado shall govern the validity, performance and enforcement of this Agreement. Should either party institute legal suit or action for enforcement of any obligation contained herein, it is agreed that venue of such suit or action shall be in Douglas County, Colorado.

23. Attorney Fees. Should this Agreement become the subject of litigation to resolve a claim of default of performance by the Developer and a court of competent jurisdiction determines that the Developer was in default in the performance of the Agreement, the Developer shall pay the attorney fees, expenses and court costs of the Town.

24. Notice. All notice required under this Agreement shall be in writing and shall be hand delivered or sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the parties herein set forth. All notices so given shall be considered effective seventy-two (72) hours after deposit in the United States mail with the proper address, as set forth below. Either party, by notice so given, may change the address to which future notices shall be sent.

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

With copy to: Town of Parker
Attn: Town Attorney
20120 E. Mainstreet
Parker, Colorado 80138

Notice to Developer: HC Land Development LLC
Attn: Michael Zahorik
135 E Harmon Ave, Box 99
Las Vegas NV 89109

25. Force Majeure. Whenever the Developer is required to complete the construction, repair or replacement of Landscape Improvements by an agreed deadline, the Developer shall be entitled to an extension of time equal to a delay in completing the foregoing, due to unforeseeable causes beyond the control and without the fault or negligence of the Developer, including, but not limited to, acts of God, weather, fires and strikes.

26. Approvals. Whenever approval or acceptance of the Town is necessary, pursuant to any provision of this Agreement, the Town shall act reasonably and in a timely manner in responding to such request for approval or acceptance.

27. Assignment or Assignments. There shall be no partial transfer or assignment of any of the rights or obligations of the Developer under this Agreement. There shall be no assignment of this Agreement without the prior written approval of the Town, which the Town may grant or withhold in its sole discretion. The Developer agrees to provide the Town with at least fourteen (14) days' advance written notice of the proposed transfer or assignment of this Agreement.

28. Recording of Agreement. This Agreement shall be recorded in the real estate records of Douglas County and shall be a covenant running with the Property, in order to put prospective purchasers or other interested parties on notice as to the terms and provisions hereof.

29. Title and Authority. The Developer expressly warrants and represents to the Town that it is the record owner of the property constituting the Property and further represents and warrants, together with the undersigned individuals, that the undersigned individuals have full power and authority to enter into this Subdivision Agreement. The Developer and the undersigned individuals understand that the Town is relying on such representations and warranties in entering into this Agreement.

WHEREFORE, the parties hereto have executed this Agreement on the day and year first above written.

TOWN OF PARKER, COLORADO

By: _____
Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Acting Town Clerk

APPROVED AS TO FORM:

Town Attorney's Office

**DEVELOPER: HC LAND DEVELOPMENT
LLC, a Colorado limited liability company**

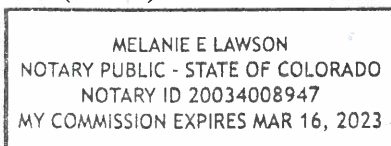
By: _____
Michael Zahorik [Signer Name/Title]

STATE OF COLORADO)
)ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 2nd day of September, 2021, by Michael Zahorik, as member of HC Land Development LLC.

My commission expires: 3/16/23

(SEAL)



Melanie E. Lawson
Notary Public

EXHIBIT LIST

- | | |
|-----------|--|
| Exhibit A | Legal Description of the Property |
| Exhibit B | Copy of the Final Plat |
| Exhibit C | Estimated Cost of Landscape Improvements |
| Exhibit D | Form of Letter of Credit |

EXHIBIT A

LEGAL DESCRIPTION

Lot 1, Block 1, and Tracts A & B, Stroh Ranch Filing No. 16, First Amendment,

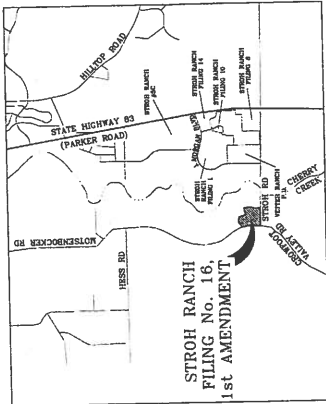
Except that portion platted as Hunter's Chase Condominiums – Phase 1, Building 5, according to the Condominium Map recorded July 28, 2004, at Reception No. 2004078574; and Except that portion platted as Hunter's Chase Condominiums – Phase 2, Building 4, according to the Condominium Map recorded July 25, 2005, at Reception No. 2005067819; and Except that portion platted as Hunter's Chase Condominiums – Phase 3, Building 10, according to the Condominium Map recorded November 22, 2006, at Reception No. 2006100120, and First Amended Map of Hunter's Chase Condominiums – Phase 3, Building 10, recorded July 28, 2010, at Reception No. 2010045496, County of Douglas, State of Colorado.

EXHIBIT B

STROH RANCH FILING NO. 16,

1st AMENDMENT

A REPLAT OF LOT 1, BLOCK 1, STROH RANCH FILING NO. 16, A MINOR DEVELOPMENT PLAT PART OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 6 SOUTH, RANGE 66 WEST, SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO



VICINITY MAP
SCALE 1" = 200'

LEGAL DESCRIPTION:

Lot 1, Block 1, Stroth Ranch Filing No. 16, A Minor Development Plat
Reception No. 024848

County of Douglas

Containing 11.00 acres, more or less.

DEDICATION

The undersigned, being the owner, mortgagee, beneficiaries of deeds of trust and holders of other interests of the lands described herein, have sold out, subdivided and the same and have filed this Stroth Ranch Filing No. 16, 1st Amendment. The utility easements as shown herein are hereby dedicated for public utility purposes for providing the services for which the easements are established. The easements are hereby granted the right of ingress and egress and the right of use and occupancy for the purposes of the easements. The easements are hereby granted to the Town of Parker, Colorado, in the state of Colorado, to be used for the purposes of the easements. The Town is hereby granted the perpetual right of ingress and egress from and to the adjacent lands for the purposes of the easements. The easements are hereby granted to the Town of Parker, Colorado, in the state of Colorado, to be used for the purposes of the easements. The easements are hereby granted to the Town of Parker, Colorado, in the state of Colorado, to be used for the purposes of the easements.

ACKNOWLEDGMENT

I, the undersigned, being the owner, mortgagee, beneficiaries of deeds of trust and holders of other interests of the lands described herein, hereby acknowledge that any subdivision approved or filed by this Town of Parker, Colorado, is in compliance with the provisions of the Colorado Subdivision Act of 1972, 18 C.S.A. 1531, et seq., as amended, or with any other applicable federal, state or local laws or regulations.

OWNERS

GR Construction, LLC, a Colorado Limited Liability Company

By: *[Signature]* 12-23-2000

Title: LLC Manager

ATTEST

Subscribed and sworn to before me this 5th day of JUNE, 2001.

by: *[Signature]* 12-23-2000

Witness my hand and official seal.



MORTGAGEE:

Washington Mutual Bank, FA

By: *[Signature]* 12-23-2000

Title: Vice President

ATTEST

Subscribed and sworn to before me this 9th day of JUNE, 2001.

by: *[Signature]* 12-23-2000

Witness my hand and official seal.



MORTGAGEE:

Washington Mutual Bank, FA

By: *[Signature]* 12-23-2000

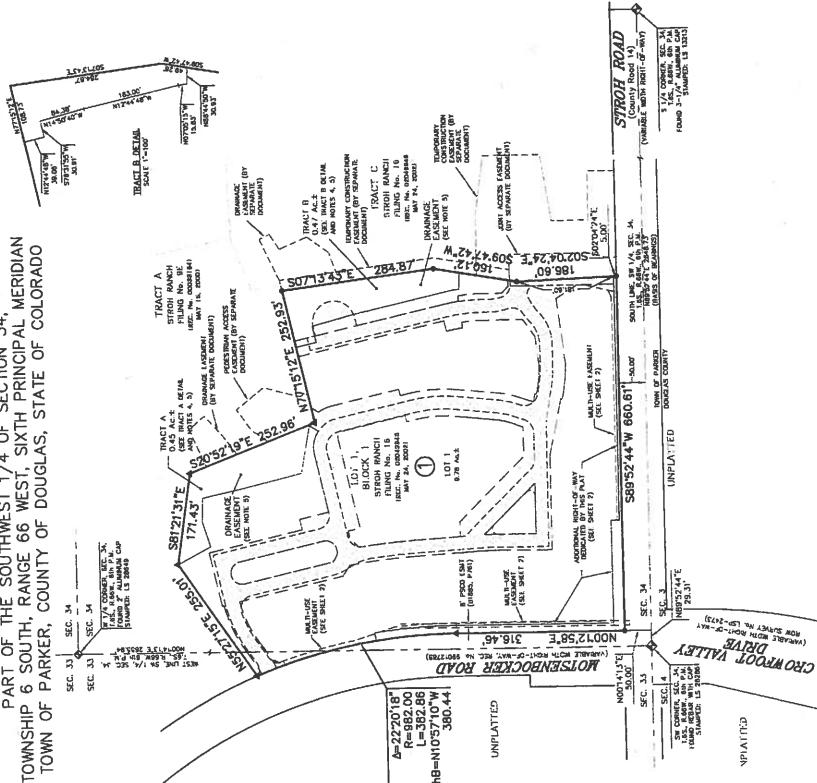
Title: Vice President

ATTEST

Subscribed and sworn to before me this 11th day of JUNE, 2001.

by: *[Signature]* 12-23-2000

Witness my hand and official seal.



GENERAL NOTES (CONTINUED)

1. Lot 1 Summary

2. Lot 2 Summary

3. Lot 3 Summary

4. Lot 4 Summary

5. Lot 5 Summary

6. Lot 6 Summary

7. Lot 7 Summary

8. Lot 8 Summary

9. Lot 9 Summary

10. Lot 10 Summary

11. Lot 11 Summary

12. Lot 12 Summary

13. Lot 13 Summary

14. Lot 14 Summary

15. Lot 15 Summary

16. Lot 16 Summary

17. Lot 17 Summary

18. Lot 18 Summary

19. Lot 19 Summary

20. Lot 20 Summary

21. Lot 21 Summary

22. Lot 22 Summary

23. Lot 23 Summary

24. Lot 24 Summary

25. Lot 25 Summary

APPROVAL CERTIFICATES

PLANNING COMMISSION STATEMENT

The above Development Plat was reviewed by the Planning Commission on June 14, 2001.

By: *[Signature]* 12-23-2000

On behalf of the Planning Commission

By: *[Signature]* 12-23-2000

Attest: *[Signature]* 12-23-2000

County Clerk

By: *[Signature]* 12-23-2000

Attest: *[Signature]* 12-23-2000

County Clerk

By: *[Signature]* 12-23-2000

Attest: *[Signature]* 12-23-2000

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County Clerk

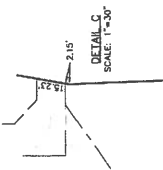
By: *[Signature]* 12-23-2000

Attest: *[Signature]* 12-23-2000

County Clerk

STROH RANCH FILING No. 16, 1st AMENDMENT

A REPLAT OF LOT 1, BLOCK 1, STROH RANCH FILING No. 16, A MINOR DEVELOPMENT PLAT PART OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 6 SOUTH, RANGE 66 WEST, SIXTH PRINCIPAL MERIDIAN TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO



LINE TABLE - UTILITY EASEMENTS ONLY			
LINE	DELTA	RADIUS	BEARING
U1	580.14	14.1	8.00
U2	580.14	14.1	24.90
U3	580.14	14.1	35.48
U4	580.14	14.1	46.06
U5	580.14	14.1	56.64
U6	580.14	14.1	67.22
U7	580.14	14.1	77.80
U8	580.14	14.1	88.38
U9	580.14	14.1	98.96
U10	580.14	14.1	109.54
U11	580.14	14.1	120.12
U12	580.14	14.1	130.70
U13	580.14	14.1	141.28
U14	580.14	14.1	151.86
U15	580.14	14.1	162.44
U16	580.14	14.1	173.02
U17	580.14	14.1	183.60
U18	580.14	14.1	194.18
U19	580.14	14.1	204.76
U20	580.14	14.1	215.34
U21	580.14	14.1	225.92
U22	580.14	14.1	236.50
U23	580.14	14.1	247.08
U24	580.14	14.1	257.66
U25	580.14	14.1	268.24
U26	580.14	14.1	278.82
U27	580.14	14.1	289.40
U28	580.14	14.1	299.98
U29	580.14	14.1	310.56
U30	580.14	14.1	321.14
U31	580.14	14.1	331.72
U32	580.14	14.1	342.30
U33	580.14	14.1	352.88
U34	580.14	14.1	363.46
U35	580.14	14.1	374.04
U36	580.14	14.1	384.62
U37	580.14	14.1	395.20
U38	580.14	14.1	405.78
U39	580.14	14.1	416.36
U40	580.14	14.1	426.94
U41	580.14	14.1	437.52
U42	580.14	14.1	448.10
U43	580.14	14.1	458.68
U44	580.14	14.1	469.26
U45	580.14	14.1	479.84
U46	580.14	14.1	490.42
U47	580.14	14.1	501.00
U48	580.14	14.1	511.58
U49	580.14	14.1	522.16
U50	580.14	14.1	532.74
U51	580.14	14.1	543.32
U52	580.14	14.1	553.90
U53	580.14	14.1	564.48
U54	580.14	14.1	575.06
U55	580.14	14.1	585.64
U56	580.14	14.1	596.22
U57	580.14	14.1	606.80
U58	580.14	14.1	617.38
U59	580.14	14.1	627.96
U60	580.14	14.1	638.54
U61	580.14	14.1	649.12
U62	580.14	14.1	659.70
U63	580.14	14.1	670.28
U64	580.14	14.1	680.86
U65	580.14	14.1	691.44
U66	580.14	14.1	702.02
U67	580.14	14.1	712.60
U68	580.14	14.1	723.18
U69	580.14	14.1	733.76
U70	580.14	14.1	744.34
U71	580.14	14.1	754.92
U72	580.14	14.1	765.50
U73	580.14	14.1	776.08
U74	580.14	14.1	786.66
U75	580.14	14.1	797.24
U76	580.14	14.1	807.82
U77	580.14	14.1	818.40
U78	580.14	14.1	828.98
U79	580.14	14.1	839.56
U80	580.14	14.1	850.14
U81	580.14	14.1	860.72
U82	580.14	14.1	871.30
U83	580.14	14.1	881.88
U84	580.14	14.1	892.46
U85	580.14	14.1	903.04
U86	580.14	14.1	913.62
U87	580.14	14.1	924.20
U88	580.14	14.1	934.78
U89	580.14	14.1	945.36
U90	580.14	14.1	955.94
U91	580.14	14.1	966.52
U92	580.14	14.1	977.10
U93	580.14	14.1	987.68
U94	580.14	14.1	998.26
U95	580.14	14.1	1008.84
U96	580.14	14.1	1019.42
U97	580.14	14.1	1029.00
U98	580.14	14.1	1039.58
U99	580.14	14.1	1050.16
U100	580.14	14.1	1060.74
U101	580.14	14.1	1071.32
U102	580.14	14.1	1081.90
U103	580.14	14.1	1092.48
U104	580.14	14.1	1103.06
U105	580.14	14.1	1113.64
U106	580.14	14.1	1124.22
U107	580.14	14.1	1134.80
U108	580.14	14.1	1145.38
U109	580.14	14.1	1155.96
U110	580.14	14.1	1166.54
U111	580.14	14.1	1177.12
U112	580.14	14.1	1187.70
U113	580.14	14.1	1198.28
U114	580.14	14.1	1208.86
U115	580.14	14.1	1219.44
U116	580.14	14.1	1230.02
U117	580.14	14.1	1240.60
U118	580.14	14.1	1251.18
U119	580.14	14.1	1261.76
U120	580.14	14.1	1272.34
U121	580.14	14.1	1282.92
U122	580.14	14.1	1293.50
U123	580.14	14.1	1304.08
U124	580.14	14.1	1314.66
U125	580.14	14.1	1325.24
U126	580.14	14.1	1335.82
U127	580.14	14.1	1346.40
U128	580.14	14.1	1356.98
U129	580.14	14.1	1367.56
U130	580.14	14.1	1378.14
U131	580.14	14.1	1388.72
U132	580.14	14.1	1399.30
U133	580.14	14.1	1409.88
U134	580.14	14.1	1420.46
U135	580.14	14.1	1431.04
U136	580.14	14.1	1441.62
U137	580.14	14.1	1452.20
U138	580.14	14.1	1462.78
U139	580.14	14.1	1473.36
U140	580.14	14.1	1483.94
U141	580.14	14.1	1494.52
U142	580.14	14.1	1505.10
U143	580.14	14.1	1515.68
U144	580.14	14.1	1526.26
U145	580.14	14.1	1536.84
U146	580.14	14.1	1547.42
U147	580.14	14.1	1558.00
U148	580.14	14.1	1568.58
U149	580.14	14.1	1579.16
U150	580.14	14.1	1589.74
U151	580.14	14.1	1600.32
U152	580.14	14.1	1610.90
U153	580.14	14.1	1621.48
U154	580.14	14.1	1632.06
U155	580.14	14.1	1642.64
U156	580.14	14.1	1653.22
U157	580.14	14.1	1663.80
U158	580.14	14.1	1674.38
U159	580.14	14.1	1684.96
U160	580.14	14.1	1695.54
U161	580.14	14.1	1706.12
U162	580.14	14.1	1716.70
U163	580.14	14.1	1727.28
U164	580.14	14.1	1737.86
U165	580.14	14.1	1748.44
U166	580.14	14.1	1759.02
U167	580.14	14.1	1769.60
U168	580.14	14.1	1780.18
U169	580.14	14.1	1790.76
U170	580.14	14.1	1801.34
U171	580.14	14.1	1811.92
U172	580.14	14.1	1822.50
U173	580.14	14.1	1833.08
U174	580.14	14.1	1843.66
U175	580.14	14.1	1854.24
U176	580.14	14.1	1864.82
U177	580.14	14.1	1875.40
U178	580.14	14.1	1885.98
U179	580.14	14.1	1896.56
U180	580.14	14.1	1907.14
U181	580.14	14.1	1917.72
U182	580.14	14.1	1928.30
U183	580.14	14.1	1938.88
U184	580.14	14.1	1949.46
U185	580.14	14.1	1960.04
U186	580.14	14.1	1970.62
U187	580.14	14.1	1981.20
U188	580.14	14.1	1991.78
U189	580.14	14.1	2002.36
U190	580.14	14.1	2012.94
U191	580.14	14.1	2023.52
U192	580.14	14.1	2034.10
U193	580.14	14.1	2044.68
U194	580.14	14.1	2055.26
U195	580.14	14.1	2065.84
U196	580.14	14.1	2076.42
U197	580.14	14.1	2087.00
U198	580.14	14.1	2097.58
U199	580.14	14.1	2108.16
U200	580.14	14.1	2118.74
U201	580.14	14.1	2129.32
U202	580.14	14.1	2139.90
U203	580.14	14.1	2150.48
U204	580.14	14.1	2161.06
U205	580.14	14.1	2171.64
U206	580.14	14.1	2182.22
U207	580.14	14.1	2192.80
U208	580.14	14.1	2203.38
U209	580.14	14.1	2213.96
U210	580.14	14.1	2224.54
U211	580.14	14.1	2235.12
U212	580.14	14.1	2245.70
U213	580.14	14.1	2256.28
U214	580.14	14.1	2266.86
U215	580.14	14.1	2277.44
U216	580.14	14.1	2288.02
U217	580.14	14.1	2298.60
U218	580.14	14.1	2309.18
U219	580.14	14.1	2319.76
U220	580.14	14.1	2330.34
U221	580.14	14.1	2340.92
U222	580.14	14.1	2351.50
U223	580.14	14.1	2362.08
U224	580.14	14.1	2372.66
U225	580.14	14.1	2383.24
U226	580.14	14.1	2393.82
U227	580.14	14.1	2404.40
U228	580.14	14.1	2414.98
U229	580.14	14.1	2425.56
U230	580.14	14.1	2436.14
U231	580.14	14.1	2446.72
U232	580.14	14.1	2457.30
U233	580.14	14.1	2467.88
U234	580.14	14.1	2478.46
U235	580.14	14.1	2489.04
U236	580.14	14.1	2499.62
U237	580.14	14.1	2510.20
U238	580.14	14.1	2520.78
U239	580.14	14.1	2531.36
U240	580.14	14.1	2541.94
U241	580.14	14.1	2552.52
U242	580.14	14.1	2563.10
U243	580.14	14.1	2573.68
U244	580.14	14.1	2584.26
U245	580.14	14.1	2594.84
U246	580.14	14.1	2605.42
U247	580.14	14.1	2616.00
U248	580.14	14.1	2626.58
U249	580.14	14.1	2637.16
U250	580.14	14.1	2647.74
U251	580.14	14.1	2658.32
U252	580.14	14.1	2668.90
U253	580.14	14.1	2679.48
U254	580.14	14.1	2690.06
U255	580.14	14.1	2700.64
U256	580.14	14.1	2711.22
U257	580.14	14.1	2721.80
U258	580.14	14.1	2732.38
U259	580.14	14.1	2742.96
U260	580.14	14.1	2753.54
U261	580		

Exhibit C- Hunters Chase Landscape Estimate

<u>Description- Landscape in-site</u>	<u>Total Quantity</u>	<u>Units</u>	<u>Unit Price (\$)</u>	<u>Total price</u>
Deciduous Trees (2" & 3" Caliper)	74	EA	505	\$ 37,370
Evergreen Trees (6' height)	30	EA	505	\$ 15,150
Shrubs (5 Gal)	932	EA	42	\$ 39,144
Fine Grade Soil Prep (includes amending existing soil)	60,100	SF	0.45	\$ 27,045
Sod with installation	60,100	SF	0.5	\$ 30,050
Planting bed rock/mulch/fabric	30,000	SF	0.95	\$ 28,500
Edging (14 gauge roltop green)	2,530	LF	4.25	\$ 10,753
Irrigation (w/ backflow & 1 new controller)	7	units	8,816	\$ 61,710
Drip (included in irrigation)				
Spray (included in irrigation)				
Clocks/controllers (1 included in Irrigation)				
Total 7 Buildings				\$ 249,722
SIA Required 110% Security				\$ 274,694

EXHIBIT D

FORM – IRREVOCABLE LETTER OF CREDIT

Issuing Bank's Letterhead

Irrevocable Letter of Credit

Issuing Bank: *[Type in bank name.]*

Issuance Date: *[Type LOC issuance date.]*

Letter of Credit No.: *[Type LOC number.]*

Expiry Date: *[Type LOC expiration date.]*

Amount: *[Type in aggregate amount.]*

Name of Developer: *[Type in name of developer.]*

Town of Parker
20120 East Mainstreet
Parker, Colorado 80138

Attention: Mayor and Town Attorney

Ladies and Gentlemen:

We hereby establish this Irrevocable Letter of Credit in your favor for an amount up to the aggregate sum of \$ _____ U.S. Dollars.

Funds under this credit are available to you by your draft or drafts drawn at sight on us containing the number of this Letter of Credit, as set forth above, in the Form of Sight Draft attached hereto as **Exhibit 1** and incorporated by this reference. Partial drawings are permitted. The amount of the funds available under this Letter of Credit may not be reduced, except by payment of drafts drawn hereunder, or pursuant to written authorization given to us by the Town. The sole condition for payment of any draft under this Letter of Credit is that the draft be accompanied by a letter, on the Town's letterhead, signed by the Mayor or designee, stating that one or more of the following conditions exist:

a. The Town has determined that the Developer is in default of its obligations under that certain *[type in "agreement" or "permit"]*, to secure the performance of the *[type in the name of the agreement, such as "Subdivision Agreement between the Town and Developer" and the name of the project, or "Development Agreement between the Town and Developer" and the name of the project]* or *[for permit, type in the name of the project]*;

or

b. That the expiry date of this Irrevocable Letter of Credit is less than fourteen (14) days from the date of the Mayor or designee's letter and the Developer has not provided the Town with a replacement letter of credit in an amount and form acceptable to the Town to secure the performance of the *[type in name of the agreement]* or *[for permit, type in the name of the project]* described herein.

Drafts for payment by the Town, pursuant to this Letter of Credit, shall be deemed timely presented if, prior to the date of expiration of the Letter of Credit, the draft is deposited in the U.S. mail or otherwise delivered for transmission by any other usual means of communication

with postage or cost of transmission prepaid and properly addressed to the above letterhead address.

We hereby agree with the Town that such drafts will be processed in good faith and duly honored, upon presentation to us, as provided herein. In case of wrongful dishonor, we agree to reimburse the Town for all court costs, investigative costs and reasonable attorneys fees the Town may incur in obtaining payment, according to the terms of this Letter of Credit. This Letter of Credit shall be governed by and construed in accordance with the laws of the State of Colorado. We further agree that the exclusive venue for any action concerning this Letter of Credit shall be the District Court for Douglas County, Colorado.

Very truly yours,
[Name of Bank]

By: _____
Signature of Authorized Signing Officer

Print Name
[Signature Must Be Notarized]

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____,
20__, by _____, as _____ of _____.

My commission expires: _____.

SEAL

Notary Public

EXHIBIT 1

FORM OF SIGHT DRAFT

[*Name of Issuing Bank*]

[*Address of Issuing Bank*]

Date: _____

At sight, pay to the order of Town of Parker _____ Dollars
(\$_____), for value received and charge to the account of [*name of Developer*].

Drawn under Letter of Credit No. _____, dated _____ [*type in
letter of credit issuance date*].

By: _____
_____, Mayor
Town of Parker



Request for Town Council Action

Date: October 4, 2021

Submitted By: Amber Moreno, Human Resources Director

Reviewed By: Michelle Kivela, Town Administrator

Title: **RESOLUTION NO. 21-040**
A Resolution to Approve the First Amendment to Amended and Restated Employment Agreement for the Town Administrator

Department: Town Council

EXECUTIVE SUMMARY

An amendment to the Town Administrator's employment agreement and compensation.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town Council participated in the performance evaluation for the Town Administrator. The attached resolution provides for a 4.13% merit increase.

Additionally, the Town Council has authorized a one-time performance bonus of 7.5%.

FINANCIAL IMPACT

The merit increase was included in the 2021 budget process.

The one-time performance bonus will be provided through a budget amendment.

STRATEGIC GOAL(S)



FOSTER COMMUNITY
CREATIVITY AND
ENGAGEMENT



INNOVATE WITH
COLLABORATIVE
GOVERNANCE



ENHANCE ECONOMIC
VITALITY

ATTACHMENTS

1. Resolution No. 21-040

RECOMMENDED MOTION

I move to approve Resolution No. 21-040, as part of the consent agenda.

RESOLUTION NO. 21-040, Series of 2021

TITLE: A RESOLUTION TO APPROVE THE FIRST AMENDMENT TO AMENDED AND RESTATED EMPLOYMENT AGREEMENT FOR THE TOWN ADMINISTRATOR

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

Section 1. The Town Council of the Town of Parker hereby approves the First Amendment to Amended and Restated Employment Agreement for the Town Administrator, which is attached hereto as **Exhibit A** and incorporated herein.

Section 2. The Town Council authorizes the payment of a bonus to the Town Administrator in the amount of Sixteen Thousand Nine Hundred Ninety-Five Dollars and Seventy-Six Cents (\$16,995.76) for her performance, to be paid by October 31, 2021.

RESOLVED AND PASSED this _____ day of _____, 2021.

TOWN OF PARKER, COLORADO

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Acting Town Clerk

EXHIBIT A

FIRST AMENDMENT TO AMENDED AND RESTATED EMPLOYMENT AGREEMENT

THIS FIRST AMENDMENT TO THE AMENDED AND RESTATED EMPLOYMENT AGREEMENT ("First Amendment") is made and entered into this ____ day of _____, 2021, by and between the Town Council of the Town of Parker, State of Colorado, a home rule municipal corporation, (the "Town"), and Michelle Kivela (the "Town Administrator"), both of whom understand as follows:

RECITALS:

A. The Town and the Town Administrator are parties to an Amended and Restated Employment Agreement entered into on August 3, 2020 (the "Employment Agreement").

B. The Town Council desires to continue to provide certain benefits, establish certain conditions of employment, and set working conditions for the Town Administrator.

C. The Town Council continues to desire to retain the services of the Town Administrator, establish policy which will act as a deterrent against malfeasance or dishonesty for personal gain on the part of the Town Administrator, and provide a just means for terminating the Town Administrator's services at such time as she may be unable to fully discharge her duties, or when the Town may desire to otherwise terminate her employment for any reason.

D. The Town and the Town Administrator desire to amend the First Amendment effective September 1, 2021.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. The first sentence of Section 3 of the Employment Agreement is amended to provide as follows:

3. Salary. The annual base salary to be paid to the Town Administrator shall be Two Hundred Thirty-Five Thousand Nine Hundred Sixty-Nine Dollars and Sixteen Cents (\$235,969.16), which shall be paid periodically in the same manner as other employees of the Town are paid.

2. Subparagraph 3.e. of the Employment Agreement is amended to provide as follows:

e. The Town shall contribute on behalf of the Town Administrator or pay to the Town Administrator a total of twenty-five percent (25%) of the Town Administrator's paid base salary (the "Retirement Allocation"), allocated as follows:

i. With respect to the 2020 plan year of a retirement plan described in Section 401(a) of the Internal Revenue Code of 1986, as amended (the "Code") and maintained by the Town in which the Town Administrator

participates (the “401(a) Plan”) and the plan described in Code Section 457(b) maintained by the Town in which the Town Administrator participates (the “457(b) Plan”), the Retirement Allocation shall be contributed or paid as follows:

A. The Town shall contribute to the 401(a) Plan the lesser of (y) twenty and one-half percent (20.5%) of the Town Administrator's paid base salary, subject to the limitation of Code Section 401(a)(17), as adjusted for cost-of-living increases or (z) the maximum employer contribution permitted to be made to the 401(a) Plan taking into account the contribution limits of such 401(a) plan and the contribution limits applicable to such plan under the Code. In determining the amount of the Town's contribution to the 401(a) Plan, the Town Administrator's mandatory employee contribution made or to be made for the 2020 plan year shall be taken into account prior to determining the amount of the Town's contribution to the 401(a) Plan. Such contribution shall be made with respect to each pay date so that contributions are made substantially pro rata with the base salary paid the Town Administrator during each payroll period until the maximum contribution from the Retirement Allocation permitted to be made to the 401(a) Plan (as described above) for the 2020 plan year is made.

B. The Town shall contribute to the 457(b) Plan the lesser of (y) four and one-half percent (4.5%) of the Town Administrator's paid base salary or (z) the maximum employer contribution permitted to be made to the 457(b) Plan. Such contribution shall be made with respect to each pay date so that contributions are made substantially pro rata until the maximum employer contribution to the 457(b) Plan (as described above) for the 2020 plan year is made.

C. Any amount of the Retirement Allocation in excess of the contributions from the Retirement Allocation to the 401(a) Plan for the 2020 plan year and the 457(b) Plan for the 2020 plan year pursuant to A. and B. above shall be paid to the Town Administrator no later than January 31, 2021.

ii. With respect to the 2021 plan year of the 401(a) Plan and the 457(b) Plan, the Retirement Allocation shall be contributed or paid as follows:

A. First, the Town shall contribute annually to the 401(a) Plan an amount equal to the lesser of (y) seventeen and one-half percent (17.5%) of the Town Administrator's paid base salary, subject to the limitation of Code Section 401(a)(17), as adjusted for cost-of-living increases or (z) the maximum employer contribution permitted to be made to the 401(a) Plan, taking into account the contribution limits of such 401(a) Plan and the contribution limits applicable to such 401(a) Plan under the Code (such contribution, the “Employer 401(a) Plan Contribution”). In

determining the amount of the Employer 401(a) Plan Contribution, the Town Administrator's mandatory employee contribution made or to be made for the plan year to the 401(a) Plan shall be taken into account prior to determining the amount of the Employer 401(a) Plan Contribution. The Employer 401(a) Plan Contribution shall be made with respect to each pay date so that the Employer 401(a) Plan Contribution is made substantially pro rata with the base salary paid the Town Administrator during each payroll period until the Employer 401(a) Plan Contribution for the plan year is made.

B. Second, the Town shall contribute annually to the 457(b) Plan an amount equal to the lesser of (y) the Retirement Allocation less the amount contributed (or to be contributed) to the 401(a) Plan pursuant to A. above or (z) the maximum employer contribution permitted to be made to the 457(b) Plan taking into account the contribution limits of such 457(b) plan, including the age 50 catch-up but not including the special normal retirement age catch-up under Code Section 457(b)(3). Such contribution shall be made with respect to each pay date so that such contribution is made substantially pro rata with the base salary paid the Town Administrator during each payroll period until the maximum contribution under this division ii.B. of subparagraph 3.e. to the 457(b) Plan is made.

C. Any amount of the Retirement Allocation in excess of the contributions from the Retirement Allocation to the 401(a) Plan for the applicable plan year and the 457(b) Plan for the applicable plan year pursuant to A. and B. above shall be paid to the Town Administrator no later than January 31st of the year following the applicable plan year of such contributions.

iii. With respect to the 2022 and subsequent plan years of the 401(a) Plan and the 457(b) Plan, the Retirement Allocation shall be contributed or paid as follows:

A. First, the Town shall contribute annually to the 401(a) Plan an amount equal to the lesser of (y) fifteen and one-half percent (15.5%) of the Town Administrator's Compensation as defined in the 401(a) Plan for the nonelective Employer Contribution, subject to the limitation of Code Section 401(a)(17), as adjusted for cost-of-living increases or (z) the maximum employer contribution permitted to be made to the 401(a) Plan, taking into account the contribution limits of such 401(a) Plan and the contribution limits applicable to such 401(a) Plan under the Code (such contribution, the "Nonelective Employer 401(a) Plan Contribution"). In determining the amount of the Nonelective Employer 401(a) Plan Contribution, the Town Administrator's mandatory employee contribution made or to be made for the plan year to the 401(a) Plan shall be taken into account prior to determining the amount

of the Employer 401(a) Plan Contribution. The Nonelective Employer 401(a) Plan Contribution shall be made with respect to each pay date based on the Compensation for the Nonelective Employer Contribution as defined in the 401(a) Plan paid the Town Administrator during each payroll period until the Nonelective Employer 401(a) Plan Contribution for the plan year is made.

B. Second, the Town shall contribute annually to the 457(b) Plan an amount equal to the lesser of (y) the Retirement Allocation less the Nonelective Employer 401(a) Plan Contribution contributed (or to be contributed) to the 401(a) Plan pursuant to A. above or (z) the maximum employer contribution permitted to be made to the 457(b) Plan taking into account the contribution limits of such 457(b) plan, including the age 50 catch-up but not including the special normal retirement age catch-up under Code Section 457(b)(3). Such contribution shall be made with respect to each pay date so that such contribution is made substantially pro rata with the base salary paid the Town Administrator during each payroll period until the maximum contribution under this division iii.B. of subparagraph 3.e. to the 457(b) Plan is made.

C. Any amount of the Retirement Allocation in excess of the contributions from the Retirement Allocation to the 401(a) Plan for the applicable plan year and the 457(b) Plan for the applicable plan year pursuant to A. and B. above shall be paid to the Town Administrator no later than January 31st of the year following the applicable plan year of such contributions.

iv. The Town Administrator shall contribute such mandatory employee contribution as she is required by the 401(a) Plan to contribute to the 401(a) Plan, currently eight percent (8%) of her Compensation as defined in the 401(a) Plan, subject to any 401(a) Plan limits taking into account the contribution limits of such plan and the contribution limits applicable to such plan under the Code. The Town Administrator may participate in the 457(b) Plan maintained by the Town and described in Code Section 457(b).

v. The Town Administrator shall be liable for payment of any and all federal, state, and local income taxes imposed with respect to her participation in, contributions by her or on her behalf to, and distributions from the 401(a) Plan and the 457(b) Plan. The Town Administrator shall be liable for her share of the applicable Medicare taxes and additional Medicare taxes on both her and the Town's 457(b) contributions to the 457(b) Plan and her mandatory employee contributions to the 401(a) Plan. The Town shall be responsible for its share of the applicable Medicare taxes on the Town Administrator's and the Town's contributions to the 457(b) Plan and for the Town's share of the applicable Medicare taxes for the Town Administrator's mandatory employee contributions to the 401(a) Plan.

vi. The 401(a) Plan and the 457(b) Plan shall be operated and maintained in accordance with the Code and the rules and regulations promulgated under the Code and all contributions to such plans shall be in accordance with the terms of such plans. The parties acknowledge that Town Administrator is currently vested in one hundred percent (100%) of the Town's contributions to such plans.

3. The Employment Agreement is hereby amended to the extent provided in this First Amendment.

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

TOWN COUNCIL OF THE TOWN OF
PARKER

By: _____
Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Acting Town Clerk

Michelle Kivela
Town Administrator



Request for Town Council Action

Date: October 4, 2021

Submitted By: Amber Moreno, Human Resources Director

Reviewed By: Michelle Kivela, Town Administrator

Title: **RESOLUTION NO. 21-041**
A Resolution to Approve the Fifteenth Amendment to Town Attorney Employment Agreement
Department: Town Council

EXECUTIVE SUMMARY

An amendment to the Town Attorney's employment agreement and compensation.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town Council participated in the performance evaluation for the Town Attorney. The attached resolution provides for a 4.20% merit increase.

Additionally, the Town Council has authorized a one-time performance bonus of 7.5%.

FINANCIAL IMPACT

The merit increase was included in the 2021 budget process.

The one-time performance bonus will be provided through a budget amendment.

STRATEGIC GOAL(S)



FOSTER COMMUNITY
CREATIVITY AND
ENGAGEMENT



INNOVATE WITH
COLLABORATIVE
GOVERNANCE



ENHANCE ECONOMIC
VITALITY

ATTACHMENTS

1. Resolution No. 21-041

RECOMMENDED MOTION

I move to approve Resolution No. 21-041, as part of the consent agenda.

RESOLUTION NO. 21-041, Series of 2021

**TITLE: A RESOLUTION TO APPROVE THE FIFTEENTH AMENDMENT TO
TOWN ATTORNEY EMPLOYMENT AGREEMENT**

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

Section 1. The Town Council of the Town of Parker hereby approves the Fourteenth Amendment to Town Attorney Employment Agreement, which is attached hereto as **Exhibit A** and incorporated herein.

Section 2. The Town Council authorizes the payment of a bonus to the Town Attorney in the amount of Seventeen Thousand Four Hundred Dollars and Eight-Two Cents (\$17,400.82) for his performance, to be paid by October 31, 2021.

RESOLVED AND PASSED this _____ day of _____, 202a.

TOWN OF PARKER, COLORADO

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Acting Town Clerk

EXHIBIT A

FIFTEENTH AMENDMENT TO EMPLOYMENT AGREEMENT

THIS FIFTEENTH AMENDMENT is made and entered into this _____ day of _____, 2021, by and between the Town Council of the Town of Parker, a Colorado home rule municipality (the "Town"), and James S. Maloney (the "Town Attorney"), both of whom understand as follows:

RECITALS:

A. The Town and Town Attorney entered into the Employment Agreement on August 1, 2002, concerning the terms and conditions of the Town Attorney's employment with the Town (the "Employment Agreement").

B. The Town desires to increase the Town Attorney's salary effective August 1, 2021, subject to the terms and conditions of this Fifteenth Amendment.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. The first sentence of Section 3 of the Employment Agreement is amended to provide as follows:

3. Salary. The base salary to be paid to James S. Maloney for his services as Town Attorney shall be Two Hundred Forty-One Thousand Seven Hundred Fifty-Five Dollars and Thirty-Six Cents (\$241,755.36), annually, which shall be paid periodically in the same manner as other employees of the Town are paid, effective August 1, 2021.

2. Subparagraph 3.f. of the Employment Agreement is amended to provide as follows:

f. The Town shall contribute on behalf of the Town Attorney or pay to the Town Attorney a total of twenty-two and one-quarter percent (22.25%) of the Town Attorney's paid base salary (the "Retirement Allocation"), allocated as follows:

i. With respect to the 2020 plan year of a retirement plan described in Section 401(a) of the Internal Revenue Code of 1986, as amended (the "Code") and maintained by the Town in which the Town Attorney participates (the "401(a) Plan"), the Retirement Allocation shall be contributed or paid as follows:

A. The Town shall contribute to the 401(a) Plan the lesser of (y) twenty-two and one-quarter percent (22.25%) of the Town Attorney's paid base salary, subject to the limitation of Code Section 401(a)(17), as adjusted for cost-of-living increases or (z) the maximum employer contribution permitted to be made to the 401(a) Plan taking into account

the contribution limits of such plan and the contribution limits applicable to such plan under the Code. In determining the amount of the Town's contribution to the 401(a) Plan, the Town Attorney's mandatory employee contribution made or to be made for the 2020 plan year shall be taken into account prior to determining the amount of the Town's contribution to the 401(a) Plan. Such contribution shall be made with respect to each pay date so that contributions are made substantially pro rata with the base salary paid the Town Attorney during each payroll period until the maximum contribution from the Retirement Allocation permitted to be made to the 401(a) Plan (as described above) for the 2020 plan year is made.

B. Any amount of the Retirement Allocation in excess of the contributions from the Retirement Allocation to the 401(a) Plan for the 2020 plan year pursuant to A. above shall be paid to the Town Attorney no later than January 31, 2021.

ii. With respect to the 2021 plan year of the 401(a) Plan, the Retirement Allocation shall be contributed or paid as follows:

A. The Town shall contribute annually to the 401(a) Plan an amount equal to the lesser of (y) twenty-two and one-quarter percent (22.25%) of the Town Attorney's paid base salary, subject to the limitation of Code Section 401(a)(17), as adjusted for cost-of-living increases or (z) the maximum employer contribution permitted to be made to the 401(a) Plan, taking into account the contribution limits of such 401(a) Plan and the contribution limits applicable to such 401(a) Plan under the Code (such contribution, the "Employer 401(a) Plan Contribution"). In determining the amount of the Employer 401(a) Plan Contribution, the Town Attorney's mandatory employee contribution made or to be made for the plan year to the 401(a) Plan shall be taken into account prior to determining the amount of the Employer 401(a) Plan Contribution. The Employer 401(a) Plan Contribution shall be made with respect to each pay date so that the Employer 401(a) Plan Contribution is made substantially pro rata with the base salary paid the Town Attorney during each payroll period until the Employer 401(a) Plan Contribution for the plan year is made.

B. Any amount of the Retirement Allocation in excess of the contributions from the Retirement Allocation to the 401(a) Plan for the applicable plan year pursuant to A. above shall be paid to the Town Attorney no later than January 31st of the year following the applicable plan year of such contributions.

iii. With respect to the 2022 and subsequent plan years of the 401(a) Plan and the 457(b) Plan, the Retirement Allocation shall be contributed or paid as follows:

A. First, the Town shall contribute annually to the 401(a) Plan an amount equal to the lesser of (y) fifteen percent (15%) of the Town Attorney's Compensation as defined in the 401(a) Plan for the nonelective Employer Contribution, subject to the limitation of Code Section 401(a)(17), as adjusted for cost-of-living increases or (z) the maximum employer contribution permitted to be made to the 401(a) Plan, taking into account the contribution limits of such 401(a) Plan and the contribution limits applicable to such 401(a) Plan under the Code (such contribution, the "Nonelective Employer 401(a) Plan Contribution"). In determining the amount of the Nonelective Employer 401(a) Plan Contribution, the Town Attorney's mandatory employee contribution made or to be made for the plan year to the 401(a) Plan shall be taken into account prior to determining the amount of the Employer 401(a) Plan Contribution. The Nonelective Employer 401(a) Plan Contribution shall be made with respect to each pay date based on the Compensation for the Nonelective Employer Contribution as defined in the 401(a) Plan paid the Town Attorney during each payroll period until the Nonelective Employer 401(a) Plan Contribution for the plan year is made.

B. Second, the Town shall contribute annually to the 457(b) Plan an amount equal to the lesser of (y) the Retirement Allocation less the Nonelective Employer 401(a) Plan Contribution contributed (or to be contributed) to the 401(a) Plan pursuant to A. above or (z) the maximum employer contribution permitted to be made to the 457(b) Plan taking into account the contribution limits of such 457(b) plan, including the age 50 catch-up and the special normal retirement age catch-up under Code Section 457(b)(3), as applicable. Such contribution shall be made with respect to each pay date so that such contribution is made substantially pro rata with the base salary paid the Town Attorney during each payroll period until the maximum contribution under this division iii.B. of subparagraph 3.f. to the 457(b) Plan is made.

C. Any amount of the Retirement Allocation in excess of the contributions from the Retirement Allocation to the 401(a) Plan for the applicable plan year and the 457(b) Plan for the applicable plan year pursuant to A. and B. above shall be paid to the Town Attorney no later than January 31st of the year following the applicable plan year of such contributions.

iv. The Town Attorney shall contribute such mandatory employee contribution as he is required by the 401(a) Plan to contribute to the 401(a) Plan, currently eight percent (8%) of his Compensation as defined in the 401(a) Plan, subject to any 401(a) Plan limits taking into account the contribution limits of such plan and the contribution limits applicable to such plan under the Code. The Town Attorney may participate in the 457(b) Plan maintained by the Town and described in Code Section 457(b).

v. The Town Attorney shall be liable for payment of any and all federal, state, and local income taxes imposed with respect to his participation in, contributions by him or on his behalf to, and distributions from the 401(a) Plan and the 457(b) Plan. The Town Attorney shall be liable for his share of the applicable Medicare taxes and additional Medicare taxes on both his and the Town's 457(b) contributions to the 457(b) Plan and his mandatory employee contributions to the 401(a) Plan. The Town shall be responsible for its share of the applicable Medicare taxes on the Town Attorney's and Town's contributions to the 457(b) Plan and for the Town's share of the applicable Medicare taxes for the Town Attorney's mandatory employee contributions to the 401(a) Plan.

vi. The 401(a) Plan and the 457(b) Plan shall be operated and maintained in accordance with the Code and the rules and regulations promulgated under the Code and all contributions to such plans shall be in accordance with the terms of such plans. The parties acknowledge that Town Attorney is currently vested in one hundred percent (100%) of the Town's contributions to such plans.

3. The Employment Agreement is hereby amended to the extent provided in this Fifteenth Amendment.

IN WITNESS WHEREOF, the parties have signed this Fifteenth Amendment as of the date set forth above.

**TOWN COUNCIL OF THE TOWN OF
PARKER, COLORADO**

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Acting Town Clerk

James S. Maloney, Town Attorney



Request for Town Council Action

Date: October 4, 2021

Submitted By: Stacey Nerger, Senior Planner
John Fussa, Community Development Director

Reviewed By: Michelle Kivela, Town Administrator

Title: **RESOLUTION NO. 21-042**
A Resolution Finding Substantial Compliance of the Pine Drive Property's Annexation Petition with C.R.S. § 31-12-107 and Setting a Public Hearing on November 15, 2021, for the Purpose of Considering Said Annexation
Department: Community Development, Stacey Nerger

EXECUTIVE SUMMARY

The applicant, Douglas County School District (DCSD), proposes to annex and zone a small, undeveloped parcel located at the intersection of Pine Drive and Hills Drive in Douglas County into the Town of Parker (Parcel 1). The purpose of the proposed resolution is to set a public hearing date to consider the annexation and zoning of Parcel 1 on November 15, 2021.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Parcel 1 is located at the southwestern corner of the intersection of Pine Drive and Hills Drive. Parcel 1 is approximately 1.95 acres in size and is currently undeveloped. DCSD proposes to annex Parcel 1 into the Town in order to combine it with a larger 17-acre property to the south (Parcel 2) for the development of a new Alternative High School and Continuing Technical Education (CTE) School for a project DCSD calls the Innovation Campus. DCSD has submitted an application for rezoning Parcel 2 that is running concurrently with the proposed annexation. The Parcel 1 and Parcel 2 are proposed to be zoned to PF-Public Facilities to permit the development of these parcels.

The annexation petition has been submitted in accordance with the provisions of Title 31, Article 12, Part 1, C.R.S. for annexation of Parcel 1 into the Town. The Town Clerk, as provided by C.R.S. § 31-12-107(1)(f), has referred the annexation petition to the Town Council as a communication. The Town Council, as provided by C.R.S. § 31-12-107(1)(f), is required, without undue delay, to take appropriate steps to determine if the annexation petition as filed is in substantial compliance with C.R.S. § 31-12-107(1). Additionally, under Section 13.04.250(c) of the Parker Municipal Code, the Town Council may:

1. Determine that the annexation petition substantially complies with the requirements of C.R.S. § 31-12-107(1)(a), which will require that the Town Council establish by resolution the date, time and place that the Town Council will hold the public hearing not less than thirty (30) days nor more than sixty (60) days after the resolution setting the public hearing, unless otherwise required by state law;
2. Determine that the annexation petition does not substantially comply with the requirements of C.R.S. § 31-12-107(1)(a), which will require no further action; or
3. Table any action on the annexation petition for a period of time not to exceed one hundred eighty (180) days.

Parcel 1, which is referenced in the annexation petition, is located within the Town's Planning Area (Urban Growth Area) and is consistent with the Parker 2035 Master Plan. Staff review of the annexation map indicates that Parcel 1 satisfies the contiguity requirement of C.R.S. § 31-12-104(a). As a result, the Town Council may consider the annexation petition for inclusion into the corporate limits of the Town of Parker.

Proposed Resolution No. 21-042, Series of 2021, if adopted by Town Council, would determine that the annexation petition substantially complies with the requirements of C.R.S. § 31-12-107(1)(a) and would set a public hearing date on November 15, 2021 to determine the eligibility of Parcel 1 to be annexed into the Town subject to state law and the standards of review contained in the Master Plan.

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH



INNOVATE WITH
COLLABORATIVE
GOVERNANCE



ENHANCE ECONOMIC
VITALITY

ATTACHMENTS

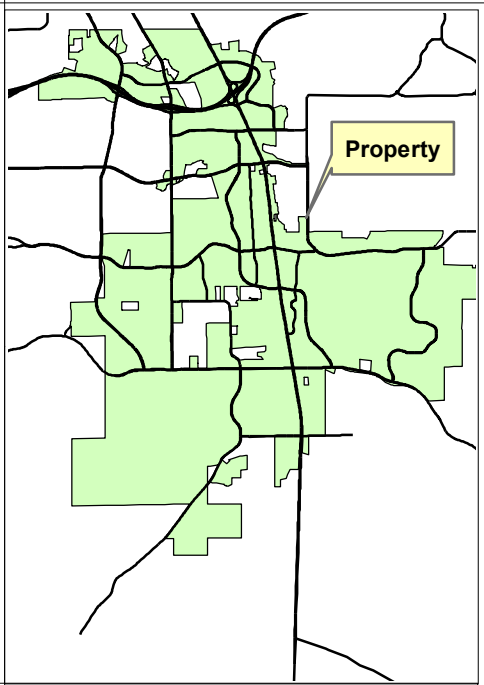
1. VicinityMap
2. Resolution No. 21-042
3. Petition for Annexation

RECOMMENDED MOTION

I move to approve Resolution No. 21-042, as part of the consent agenda.

DCSD Pine Drive Property Annexation

Annexation
Case No. ANX21-004



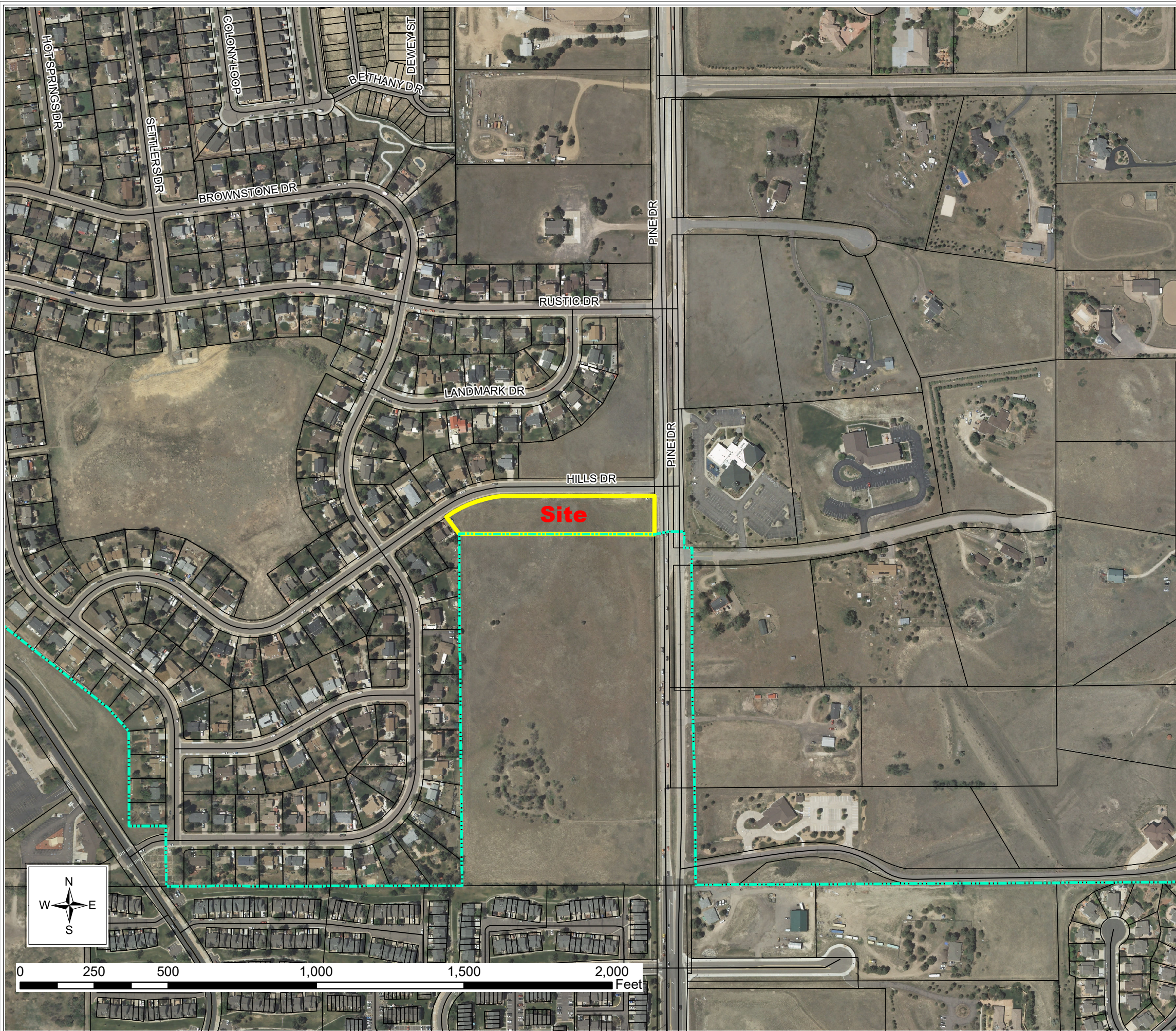
Legend

-  Site
-  Roads

Narrative:
Proposed annexation of
approximately 1.95 acres from
Dougals County into the Town
of Parker.

Planner: Stacey Nerger
Hearing Schedules:

Town Council:
October 4, 2021



RESOLUTION NO. 21-042, Series of 2021

TITLE: A RESOLUTION FINDING SUBSTANTIAL COMPLIANCE OF THE PINE DRIVE PROPERTY'S ANNEXATION PETITION WITH C.R.S. § 31-12-107 AND SETTING A PUBLIC HEARING ON NOVEMBER 15, 2021, FOR THE PURPOSE OF CONSIDERING SAID ANNEXATION

WHEREAS, the Petitioner owns certain real property in Douglas County commonly known as the Pine Drive Property, which is described on attached **Exhibit A** (the "Real Property");

WHEREAS, the Petitioner submitted to the Town a Petition for Annexation (the "Annexation Petition") concerning the Real Property;

WHEREAS, pursuant to C.R.S. § 31-12-107, this Town Council, sitting as the governing body of the Town, shall determine whether the Annexation Petition is in substantial compliance with the requirements of C.R.S. § 31-12-107(1); and

WHEREAS, the Town Council of the Town of Parker, Colorado (the "Town"), has satisfied itself concerning the compliance for the Annexation Petition with the requirements of C.R.S. § 31-12-107(1) and must now proceed to consider the proposed annexation of the Real Property to and by the Town.

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

Section 1. The Annexation Petition for the proposed annexation of the Real Property into the Town substantially complies with the requirements of C.R.S. § 31-12-107(1).

Section 2. A public hearing on the eligibility of the Real Property to be annexed into the Town will be conducted on November 15, 2021, at the Town of Parker Town Hall, which is located at 20120 East Mainstreet, Parker, Colorado, 80138, to determine if the proposed annexation complies with C.R.S. §§ 31-12-104 and 31-12-105 or such part thereof as may be required to establish eligibility under the terms of Colorado Revised Statutes, Title 31, Article 12, Part 1, as amended, known as the Municipal Annexation Act of 1965, and the Constitution of the State of Colorado, Article II, Section 30, as amended.

Section 3. Any person may appear at such hearing and present evidence upon any matter to be determined by the Town Council.

RESOLVED AND PASSED this _____ day of _____, 2021.

TOWN OF PARKER, COLORADO

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Acting Town Clerk

EXHIBIT A

Legal Description

TRACT H OF PARKER NORTH AS RECORDED AT RECEPTION NO. 247647, DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE, STATE OF COLORADO.

CONTAINING AN AREA OF 1.95 ACRES, MORE OR LESS.

Petition for Annexation

**TO: THE TOWN COUNCIL OF THE
TOWN OF PARKER, COLORADO**

*20120 East Mainstreet
Parker, CO 80138*

RE: PROPERTY KNOWN AS:

Pine Drive Development – Alternative Education

The undersigned landowners, in accordance with the provisions of Title 31, Article 12, Part 1, C.R.S., and known as the Municipal Annexation Act of 1965, as amended, hereby petition the Town Council for annexation to the Town of Parker the following described unincorporated area situate and being in the County of Douglas, State of Colorado, to-wit:

*(See **Exhibit A** attached hereto and incorporated herein by this reference.)*

Your Petitioners further state as follows:

1. That it is desirable and necessary that such area be annexed to the Town of Parker, Colorado.
2. That the area sought to be annexed meets the requirements of Sections 31-12-104 and 105, as amended, of the Municipal Annexation Act of 1965, in that:
 - a. Not less than one-sixth (1/6th) of the perimeter of the area proposed to be annexed will be contiguous with the existing boundaries of the Town of Parker, Colorado.
 - b. A community of interest exists between the area proposed to be annexed and the Town of Parker, Colorado.
 - c. The area proposed to be annexed is urban or will be urbanized in the near future and said area is integrated or is capable of being integrated with the Town of Parker, Colorado.
 - d. No land held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate:
 - i. Is divided into separate parts or parcels without the written consent of the landowner or landowners thereof, unless such tracts or parcels are separated by a dedicated street, road, or other public way.
 - ii. Comprising twenty (20) acres or more and which, together with the buildings and improvements situated thereon, has a valuation for assessment in excess of two hundred thousand dollars (\$200,000) for ad valorem tax purposes for the year next preceding the annexation is included within the area proposed to be annexed without the written consent of the landowner or landowners.
 - e. No annexation proceedings have been commenced for the annexation to another municipality of part or all of the territory proposed to be annexed.
 - f. The annexation of the area proposed to be annexed will not result in the detachment of area from any school district and the attachment of same to another school district.
 - g. The annexation of the area proposed to be annexed will not have the effect of extending the boundary of the Town of Parker more than three (3) miles in any direction from any point of the Town's boundary in any one (1) year.
 - h. If a portion of a platted street or alley is to be annexed, the entire width of said street or alley is included within the area to be annexed.
 - i. Reasonable access shall not be denied to landowners, owners of easements, or the owners of franchises adjoining any platted street or alley to be annexed that will not be bordered on both sides by the Town of Parker.

3. That attached hereto and incorporated herein by reference are four (4) prints of the annexation map, containing the following information:
 - a. A written legal description of the boundaries of the area proposed to be annexed.
 - b. A map showing the boundary of the area proposed to be annexed.
 - c. Within the annexation boundary map, a showing of the location of each ownership tract of unplatted land and, with respect to any area which is platted, the boundaries and the plat numbers of plots or lots and blocks.
 - d. Next to the boundary of the area proposed to be annexed, a drawing of the contiguous boundary of the Town of Parker and the contiguous boundary of any other municipality abutting the area proposed to be annexed.
4. That the Petitioners are the landowners of more than fifty percent (50%) of the area sought to be annexed, exclusive of streets and alleys.
5. That all of the Petitioners signed this Petition for Annexation no more than one hundred eighty (180) days prior to the date of the filing of this Petition for Annexation.
6. That this Petition for Annexation satisfies the requirements of Article II, Section 30 of the Constitution of Colorado in that it is signed by persons comprising more than fifty percent (50%) of the landowners in the area proposed to be annexed who own more than fifty percent (50%) of said area, excluding public streets and alleys and any land owned by the Town of Parker.
7. That upon the annexation ordinance becoming effective, all lands within the area sought to be annexed shall become subject to the ordinances, resolutions, rules and regulations of the Town of Parker, except for general property taxes which shall become effective on January 1 of the next succeeding year following passage of the annexation ordinance; provided, however, that, notwithstanding anything to the contrary in this Petition for Annexation or the ordinances, resolutions, rules, and regulations of the Town of Parker, Petitioners shall have the right to develop and redevelop the area to be annexed and to construct its buildings and structures thereon in accordance with C.R.S. § 22-32-124(1).
8. Petitioners understand that the Town of Parker does not provide municipal water and sewer service, and connection to water and sewer requires inclusion into the Parker or Cottonwood Water and Sanitation District.
9. No vested rights to use or to develop the property in any particular way, as defined in Section 24-68-101 et seq., C.R.S., have been acquired by Petitioners from any governmental entity. Petitioners waive any vested land use rights attached to any or all of the property.
10. The Petitioners acknowledge that upon annexation of the property to the Town, the property, the owners thereof, and uses thereon will be subject to all taxes and fees imposed by the Town. The property, the owners thereof, and the uses thereon are also bound by any voter authorization under Art. X, §20 of the Colorado Constitution adopted prior to annexation of the property. The Petitioners waive any claims they may have under Art. X, §20 of the Colorado Constitution related to such taxes and fees.

Therefore, your Petitioners respectfully request that the Town Council of the Town of Parker, Colorado, approve the annexation of the area proposed to be annexed.

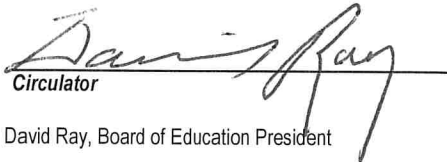
Whenever from the context it appears appropriate, each term stated in either the singular or plural will include the other, and pronouns stated in either the masculine, feminine or the neuter gender will include each of the other genders.

AFFIDAVIT OF CIRCULATOR

The undersigned, being of lawful age, who being first duly sworn upon oath, deposes and says:

That (he or she) was the circulator of the foregoing Petition for Annexation of lands to the Town of Parker, Colorado, consisting of pages, including this page, and that each signature thereon was witnessed by your affiant and is the true signature of the person whose name it purports to be.

DOUGLAS COUNTY SCHOOL DISTRICT

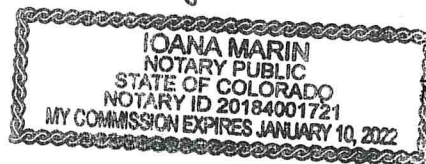

Circulator
David Ray, Board of Education President

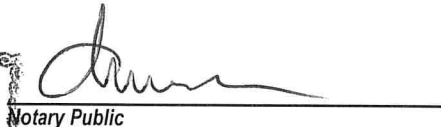
STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS

The foregoing Affidavit of Circulator was acknowledged before me this 26TH day of MARCH, 2021, by David Ray, Board of Education President, Douglas County School District

My commission expires: JANUARY 10, 2022

(SEAL)



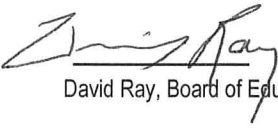

Notary Public

Petition for Annexation

PETITION: Pine Drive Development
(Annexation Name)

[Note: Add lines for all land owning petitioners who are requesting annexation]

Signature of Landowner	Date of Signature	Mailing Address of Landowner	Legal Description of Land Owned
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 David Ray, Board of Education President	<u>3/26/21</u>	<u>620 Wilcox St.</u> _____ _____	<u>See Attached Exhibit A</u> _____ _____
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_____	_____	_____ _____ _____	_____ _____ _____
_____	_____	_____ _____ _____	_____ _____ _____
_____	_____	_____ _____ _____	_____ _____ _____
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_____	_____	_____ _____ _____	_____ _____ _____



Request for Town Council Action

Date: October 4, 2021

Submitted By: Bob Exstrom, Project Manager

Reviewed By: Michelle Kivela, Town Administrator

Title: **Final Design Contract for Mainstreet North Sidewalk
(Victorian Drive to the Eastern Boundary of Town & Country
Village Townhomes)**

Amount: \$172,218

Contractor: Stanley Consultants, Inc.

Department: Engineering and Public Works, Bob Exstrom

EXECUTIVE SUMMARY

This agenda item is for the approval of a professional services agreement with Stanley Consultants, Inc., for the final design of the Mainstreet North Sidewalk project (Victorian Drive to the eastern Boundary of Town & Country Village Townhomes).

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town is currently in the preliminary design phase of the Mainstreet North Sidewalk project between Victorian Drive and the eastern boundary of Town & Country Village Townhomes (TCVT). The main goal of the project is to replace the existing narrow 5-ft brick paver sidewalk with a 12-ft concrete section with trees and pedestrian lighting to match the existing sidewalks along the downtown area. The new sidewalk section will be ADA compliant and create a user-friendly route for pedestrians and bikes.

This project is being funded by PAR/P3 through tax increment financing (TIF) since it falls inside the Parker Central Urban Renewal Plan area and qualifies as an Urban Renewal Area (URA) project.

Staff previously utilized the Town's on-call listing for civil engineering services and selected Stanley Consultants, Inc., as the prime contractor for conceptual/preliminary design efforts.

Stanley delivered professional quality services during the previous phase, and for continuity purposes, staff recommends they finish the design. The contract amount for final design services is \$172,218, which is in line with typical costs for a project of this size. Final design services generally include: finalizing data collection efforts, finalizing utility coordination efforts, assisting staff with property conveyance efforts, advancing the previous preliminary

(30%) submittal to construction level plans and specifications, assisting staff with bidding administration efforts and selecting construction administration services. Construction is tentatively scheduled for spring/summer 2022.

FINANCIAL IMPACT

Funding has been appropriated for the final design effort in the Urban Renewal Projects fund (301-4652).

STRATEGIC GOAL(S)

SUPPORT AN
ACTIVE COMMUNITY



ENHANCE ECONOMIC
VITALITY



PROMOTE A SAFE AND
HEALTHY COMMUNITY

ATTACHMENTS

None

RECOMMENDED MOTION

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



Request for Town Council Action

Date: October 4, 2021

Submitted By: Bob Exstrom, Project Manager

Reviewed By: Michelle Kivela, Town Administrator

Title: **Conceptual/Preliminary Design Contract for Dransfeldt Widening (Mainstreet to Pony Express)**

Amount: **\$130,544**

Contractor: **Felsburg Holt & Ullevig**

Department: **Engineering and Public Works, Bob Exstrom**

EXECUTIVE SUMMARY

This agenda item is for the approval of a professional services agreement with Felsburg Holt and Ullevig (FHU) for the conceptual/preliminary design of the Dransfeldt Road widening project (Mainstreet to Pony Express Drive).

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Due to continued and projected traffic increases, widening of Dransfeldt Road with an additional southbound lane between Lincoln Avenue and Mainstreet is needed. Based on the level of service at the intersections and funding availability, project phasing is being proposed as follows:

- 1) Phase 1 – Mainstreet to Pony Express Drive (construction proposed for 2023)
- 2) Phase 2 – Pony Express Drive to Lincoln Avenue (construction proposed for 2026)

This stretch of Dransfeldt Road was originally improved to its current configuration in phases beginning in 1998 (Mainstreet to Longs Way) and 2004 (Longs Way to Lincoln Avenue). Traffic has exceeded original projections and widening to a five (5) lane section by the addition of a continuous through/right turn lane on the west side of Dransfeldt Road is needed to support traffic and planned development of the surrounding area.

An opportunity to fund Phase 1 between Mainstreet and Pony Express Drive emerged in 2020 by tax increment financing (TIF) because this section of Dransfeldt Road falls inside the boundary of the Parker Central Urban Renewal Plan area and qualifies as an Urban Renewal Area project. PAR/P3 staff worked with Town CIP staff to secure financing for this phase of the project and staff is ready to start design.

Staff utilized the Town's on-call listing for civil engineering services and selected Felsburg Holt & Ullevig (FHU) as the consultant for the project. FHU has the expertise for this project type, available resources to meet the project schedule and a proven track record of delivering quality services. The contract amount is \$130,544, which is in line with typical costs for a project of this size. Design services generally include: surveying, geotechnical engineering, subsurface utility engineering, utility coordination, right-of-way research and mapping, roadway design, drainage and water quality design, traffic signal design, cost estimating and project management. The estimated duration of this effort is approximately 11 months from notice to proceed. Additional design contracts will be needed to finalize the design and for select construction administration services. Construction is tentatively scheduled for 2023.

FINANCIAL IMPACT

Funding has been appropriated for the final design effort in the Urban Renewal Projects fund (301-4652).

STRATEGIC GOAL(S)

ENHANCE ECONOMIC
VITALITY



PROMOTE A SAFE AND
HEALTHY COMMUNITY

ATTACHMENTS

None

RECOMMENDED MOTION

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



Request for Town Council Action

Date: October 4, 2021

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

Reviewed By: Michelle Kivela, Town Administrator

Title: **2021 Townwide Slurry/Chip Seal Program Contract (CIP21-005) Contract Modification**

Amount: **\$1,824,610.34**

Contractor: **Vance Brothers, Inc**

Department: **Engineering and Public Works, Danny Smith**

EXECUTIVE SUMMARY

This item is to award a contract modification to Vance Brothers, Inc - 2021 Townwide Slurry/Chip Seal Program (CIP21-005) in the amount of \$300,000 for a revised contract amount of \$1,824,610.34.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town of Parker awarded the 2021 Townwide Slurry/Chip Seal Program (CIP21-005) to Vance Brothers, Inc., on February 1, 2021, in the amount of \$1,524,610.34. The slurry/chip seal program provides pavement preservation on Town streets, maximizing life and return on investment. Through cost savings realized during the 2021 resurfacing program, there are additional funds remaining in the 2021 R&M budget. This contract modification will allow the Town to provide micro-surface pavement preservation treatment to 5 additional Town collectors during the 2021 budget year. This modification provides an additional \$300,000 for a new contract amount of \$1,824,610.34 for micro surface application to Carlson Drive, Wintergreen Pkwy, Scenic Park Drive, Pine Bluffs Way, and Cockriel Drive.

FINANCIAL IMPACT

Funding for this contract has been appropriated in the 2021 Engineering and Public Works Street Division repair and maintenance (R&M) general fund account.

STRATEGIC GOAL(S)



PROMOTE A SAFE AND
HEALTHY COMMUNITY



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH

ATTACHMENTS

None

RECOMMENDED MOTION

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



Request for Town Council Action

Date: October 4, 2021

Submitted By: Tom Gill, Associate Project Manager

Reviewed By: Michelle Kivela, Town Administrator

Title: **Downtown Circulation Improvements (CIP21-018)
Professional Services Agreement**

Amount: **\$137,370**

Contractor: **Stanley Consulting, Inc.**

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

EXECUTIVE SUMMARY

This agenda item is for the approval of a professional services agreement with Stanley Consultants Inc., for the construction management and material testing services for the Downtown Circulation Improvements Project.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Requests for proposals were sent out to two engineering firms that are on the Town's on-call list for construction management and material testing services for the Downtown Circulation Improvements Project. After reviewing the proposals, Stanley Consultants is the most qualified and is best suited for this particular project. Stanley Consultants has provided construction management and material testing on several Town capital improvement projects in the past with good results.

FINANCIAL IMPACT

Funding for this agreement has been appropriated in the Highway and Streets Capital Projects Fund (301-4310).

STRATEGIC GOAL(S)



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH



PROMOTE A SAFE AND
HEALTHY COMMUNITY

ATTACHMENTS

None

RECOMMENDED MOTION

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

COMMUNITY PLANNING MONTH PROCLAMATION

WHEREAS, change is constant and affects all cities, towns, suburbs, counties, boroughs, townships, rural areas, and other places; and

WHEREAS, community planning and plans can help manage this change in a way that provides better choices for how people work, live, shop and play; and

WHEREAS, community planning provides an opportunity for all residents to be meaningfully involved in making choices that determine the future of their community; and

WHEREAS, the full benefits of planning require public officials and citizens who understand, support, and demand excellence in planning and plan implementation; and

WHEREAS, the month of October is designated as National Community Planning Month throughout the United States of America and its territories, and

WHEREAS, The American Planning Association and its professional institute, the American Institute of Certified Planners, endorse National Community Planning Month as an opportunity to highlight the contributions sound planning and plan implementation make to the quality of our settlements and environment; and

WHEREAS, the celebration of National Community Planning Month gives us the opportunity to publicly recognize the participation and dedication of the members of planning commissions and other citizen planners who have contributed their time and expertise to the improvement of the Town of Parker; and

WHEREAS, we recognize the many valuable contributions made by professional community planners of Parker and Colorado and extend our heartfelt thanks for the continued commitment to public service by these professionals;

NOW, THEREFORE, BE IT RESOLVED THAT, the month of October 2021 is hereby designated as **Community Planning Month** in the Town of Parker in conjunction with the celebration of National Community Planning Month.

In witness thereof, I have hereunto set my hand this 4th day of October, 2021.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Acting Town Clerk



Request for Town Council Action

Date: October 4, 2021

Submitted By: John Fussa, Community Development Director

Reviewed By: Michelle Kivela, Town Administrator

Title: **RESOLUTION NO. 21-021**
A Resolution to Establish the Process for Administering the Kiosk Program as Outlined in Section 10.13.080 of the Town of Parker Municipal Code

Department: Community Development, John Fussa

EXECUTIVE SUMMARY

The Town Council provided staff with direction to proceed with the planned Residential Sign Kiosk Program at the September 13, 2021 Study Session. Parker Municipal Code, Section 10.13.080 - Kiosk Program, requires the Town to develop the process for administering the Kiosk Program by a resolution approved by Town Council. Resolution No. 21-021 is proposed to address this requirement.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Earlier this year, the Community Development and Finance Departments discussed the planned Residential Sign Kiosk Program (the Program) with the Town Council at the March 8, 2021 Study Session. The Council agreed with the staff recommendation to proceed with the Kiosk Program to create a comprehensive system of way-finding signs for residential homebuilders that is intended to provide the public with directional information to the many residential developments that are currently under construction and/or marketing recently built homes in the Town. The Town Council also agreed with the staff recommendation to procure a private sector partner with expertise in creating this type of sign system. The two (2) departments collaborated on the procurement process and the Town has entered into an agreement with local firm National Sign Plazas as our private sector partner to operate the Kiosk Program. They are responsible for the operation of the Kiosk Program subject to Town review and approval, including all sign design, fabrication, installation and maintenance.

The staff team and National Sign Plazas updated the Town Council about the design development process for the Kiosk Program at the September 13, 2021 Study Session and obtained the following input:

1. Comments about the preliminary design of the planned signs and sign system;

2. Direction to proceed with final design of the planned signs and sign system incorporating the design preferences of the Council;
3. Town Council authorization for staff to approve the final design subject to the comments and design preferences of the Council;
4. Authorization to place the resolution required by Municipal Code Section 10.13.080 - Kiosk Program on the agenda for Council approval at the October 4, 2021 meeting.

Proposed Resolution No. 21-021 will identify the Town Council's selection of Design Theme Three (3) and a color scheme using Town-approved green as shown in the attached design exhibit. As required by Municipal Code Section 10.13.080 - Kiosk Program, the Resolution will also address the following:

1. The style and design of the kiosks, including the size of panels and an element that identifies the Town;
2. The location of the kiosks to promote effective wayfinding and avoid unnecessary sign clutter;
3. What may be depicted on a panel within a kiosk, including whether to include development logos, homebuilder colors and/or logos or other logos deemed to be in the public interest by the Town Council;
4. The process for participating in the Kiosk Program, including the process for obtaining any panel(s) and the location of said panel(s), and other provisions to maximize participation in the Kiosk Program;
5. The cost of participating in the Kiosk Program;
6. Required Town approvals and permits

It is anticipated that the Residential Sign Kiosk Program, especially the sign location plan, will evolve over time as new residential development is approved, constructed and completed. Once the Town Council approves Resolution No. 21-021, the routine and limited changes to Kiosk Program elements such as sign locations, panels and replacement will be processed administratively.

FINANCIAL IMPACT

Revenue Positive: Up to \$17,100 first year and up to \$42,750 annually thereafter (estimated)

STRATEGIC GOAL(S)



**INNOVATE WITH
COLLABORATIVE
GOVERNANCE**



**DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH**



**ENHANCE ECONOMIC
VITALITY**

ATTACHMENTS

1. Residential Sign Kiosk Program Exhibit
2. Resolution No. 21-021

RECOMMENDED MOTION

I move to approve Resolution No. 21-021.

DESIGN INTENT - ELEMENTS

1

Homebuilders will be allowed to use their own font(s) and logo

2

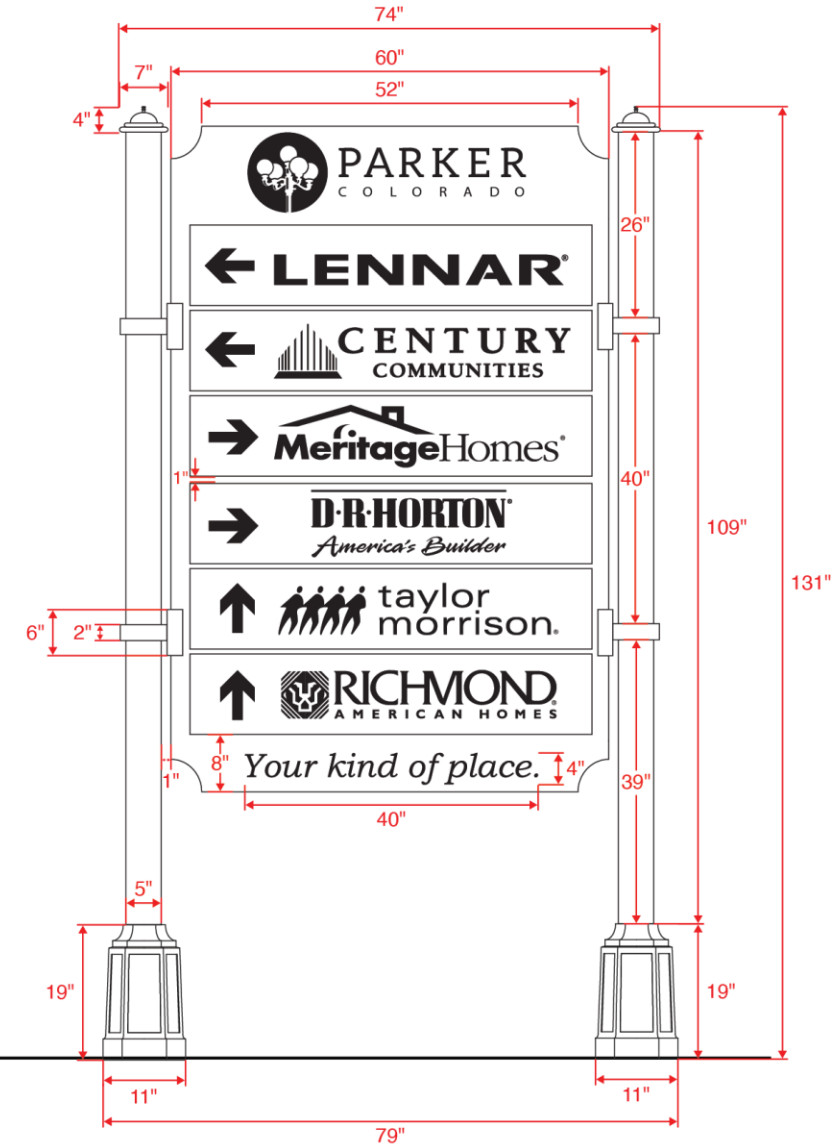
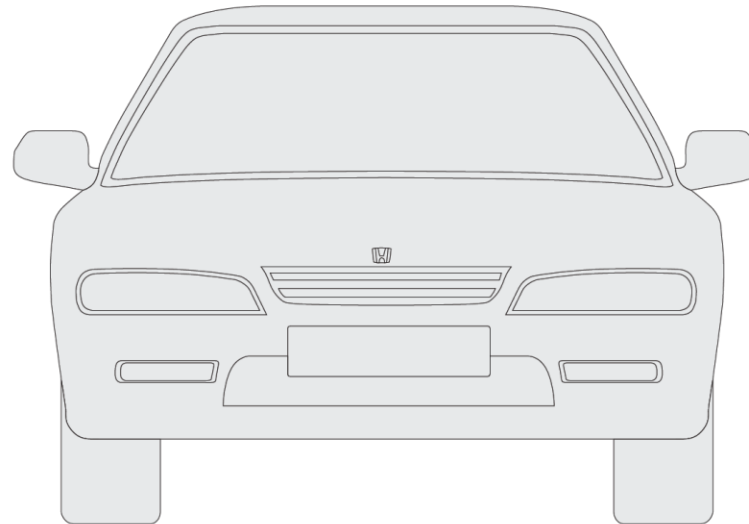
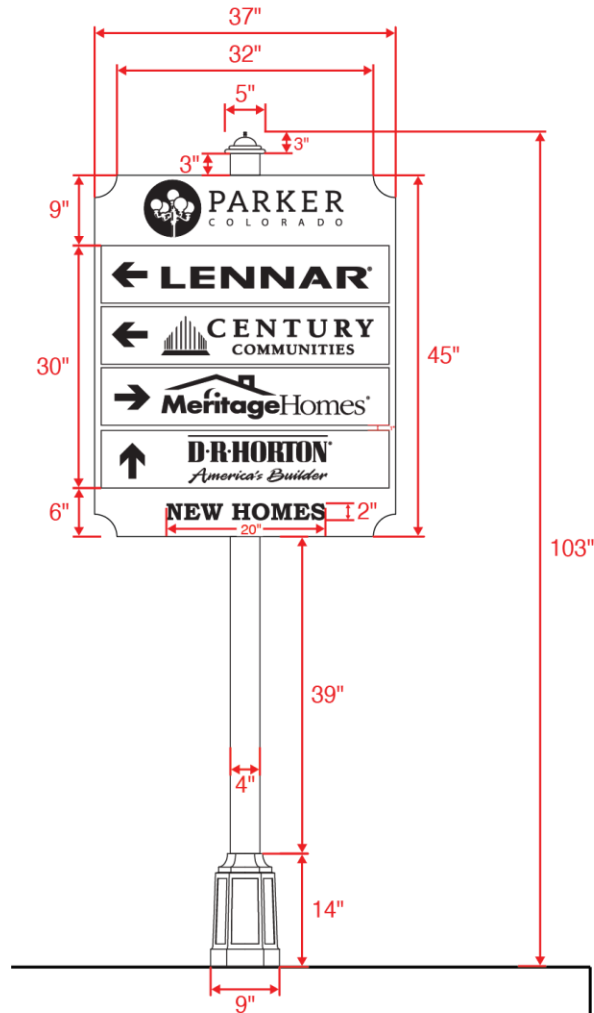
All text and logos will be of a uniform color

3

All arrows will be of a uniform size and design

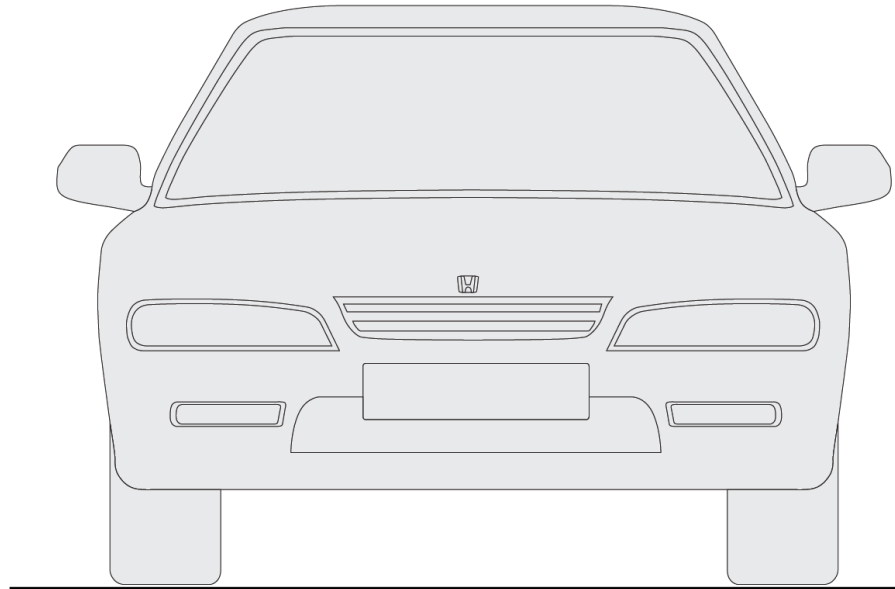
Preferred Alternative – Design Theme Three (3)

DESIGN THEME THREE



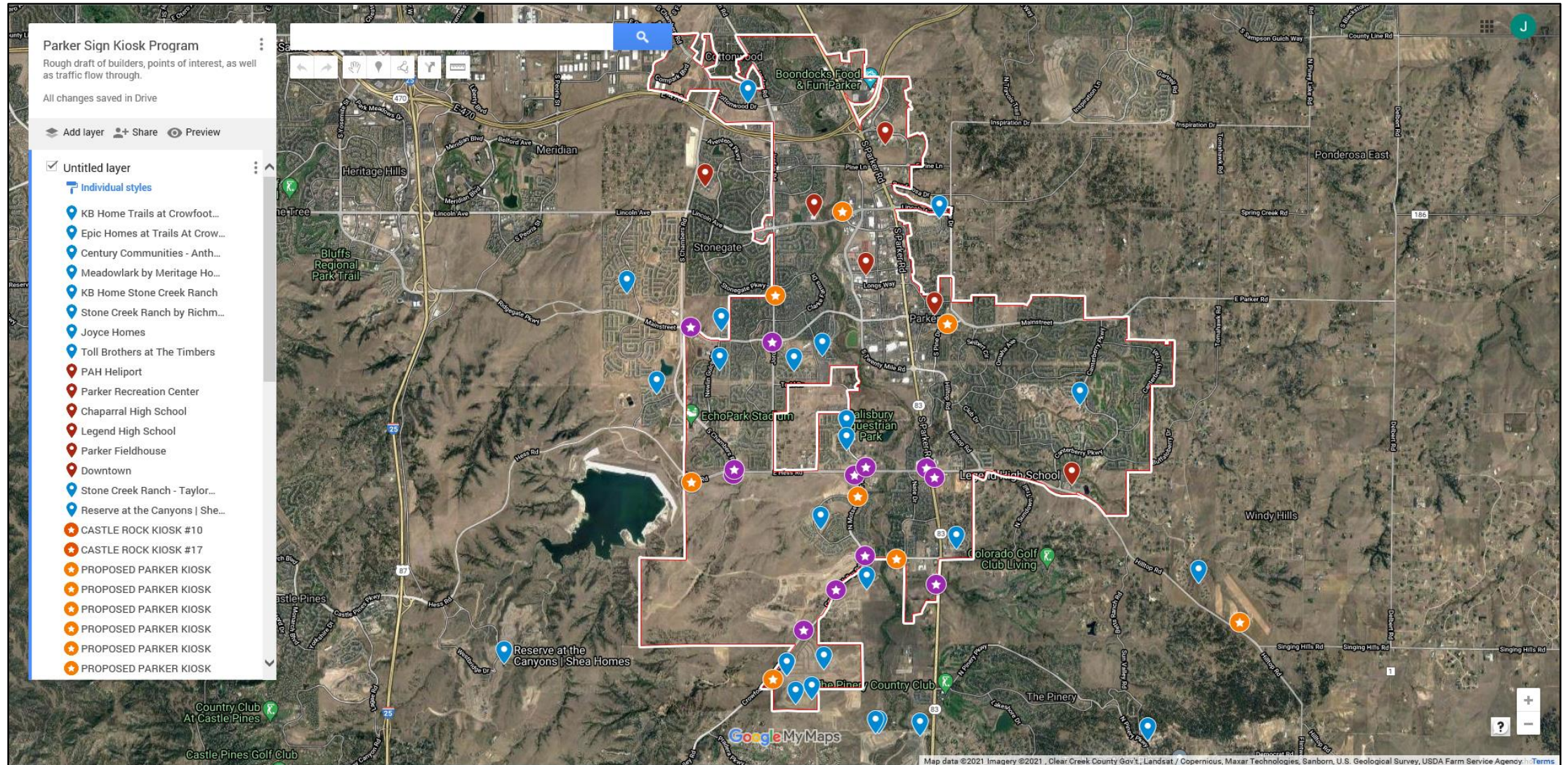
Preferred Alternative – Design Theme Three (3)

DESIGN THEME THREE



Map

Residential Sign Kiosk Program - Initial Phase



RESOLUTION NO. 21-021, Series of 2021

TITLE: A RESOLUTION TO ESTABLISH THE PROCESS FOR ADMINISTERING THE KIOSK PROGRAM AS OUTLINED IN SECTION 10.13.080 OF THE TOWN OF PARKER MUNICIPAL CODE

WHEREAS, Section 10.03.080 of the Parker Municipal Code establishes the Town of Parker Kiosk Program (the “Kiosk Program”);

WHEREAS, the purpose of the Kiosk Program is to allow the Town to designate provider(s) of Kiosk Program services for wayfinding signage (“Kiosks”);

WHEREAS, the Kiosks shall contain homebuilder and development-related panels to promote a desirable visual environment and to assist the public in finding residential real estate developments under construction within the Town;

WHEREAS, the Kiosk Program is also intended to prevent the proliferation of unlawful off-premises signs and to provide a reasonable alternative to off-premises signs that allow interested persons to find developments within the Town;

WHEREAS, the Town staff developed a process for administering the Kiosk Program by the Community Development Department, subject to approval by the Town Council by resolution (the "Resolution");

WHEREAS, the Resolution needs to provide for the style and design of the Kiosks, including the size of panels and an element that identifies the Town;

WHEREAS, the Resolution needs to provide the location of the Kiosks to promote effective wayfinding and avoid unnecessary sign clutter;

WHEREAS, the Resolution needs to determine what may be depicted on a panel within a Kiosk, including whether to include development logos, homebuilder colors and/or logos or other logos deemed to be in the public interest by the Town Council;

WHEREAS, the Resolution needs to describe the process for participating in the Kiosk Program, including the process for obtaining any panel and the location of said panel(s) and other provisions to maximize participation in the Kiosk Program;

WHEREAS, the Resolution needs to provide the cost for participating in the Kiosk Program;

WHEREAS, the Resolution need to provide the required Town approvals and permits;

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 approves the design and style of the Kiosks, the location of the Kiosks, the type of information that may be depicted on a panel within a Kiosk, the process for participating in the Kiosk Program, the cost to participate in the Kiosk Program, and the required approvals and permits, as described in **Exhibit A**, which is attached hereto and incorporated by this reference.

RESOLVED AND PASSED this _____ day of _____, 2021.

TOWN OF PARKER, COLORADO

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Acting Town Clerk

EXHIBIT A

Kiosk Program Description

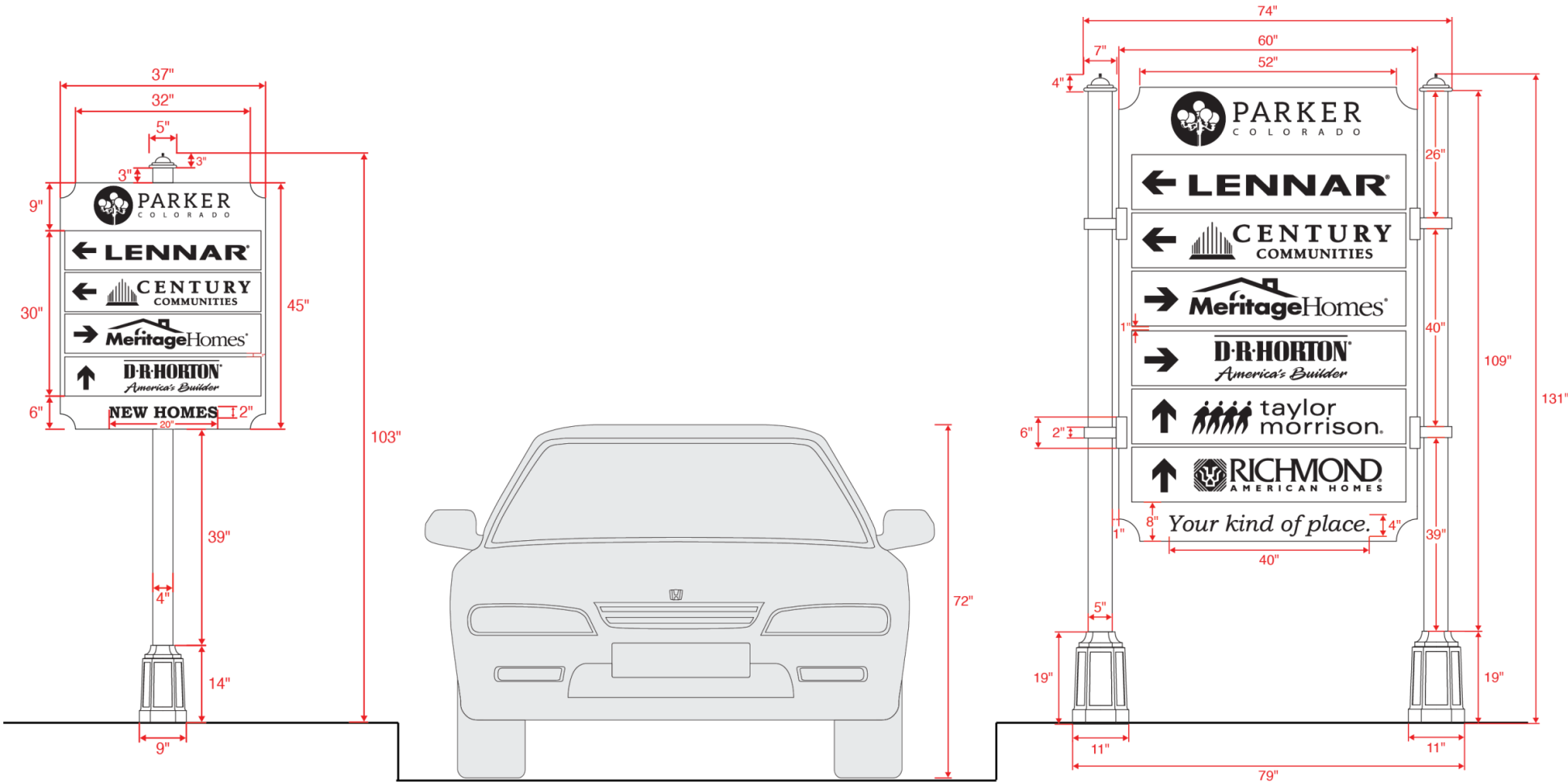
The process for administering the Kiosk Program shall include the following:

1. The style and design of the kiosks, including the size of panels and an element that identifies the Town. The style and design of the kiosks are depicted on Exhibit A-1, attached hereto.
2. The location of the kiosks to promote effective wayfinding and avoid unnecessary sign clutter. The initial proposed locations of the kiosks are depicted on Exhibit A-2, attached hereto. Following Town Council approval of this Resolution, the location of kiosks may be revised and approved by the Community Development Department Director, during the planning, design and operation of the Kiosk Program, as residential development is approved, constructed and completed. Revised locations shall be located within Town boundaries on arterial or collector routes to the development and shall be only allowed for developments that have obtained development approval.
3. What may be depicted on a panel within a kiosk, including whether to include development logos, homebuilder colors and/or logos or other logos deemed to be in the public interest by the Town Council. The design intent and elements of the panels comprising the Kiosk Program are illustrated on Exhibit A-1 and shall have a Town-approved design, consisting of a uniform panel color scheme, Town logo with name, text, font size and decorative elements. Homebuilders shall be permitted to use their individual logo and font on each panel having a background with the Town-approved color scheme. All directional arrows will be of uniform size and design.
4. The process for participating in the Kiosk Program, including the process for obtaining any panel(s) and the location of said panel(s), and other provisions to maximize participation in the Kiosk Program. The selected vendor, National Sign Plazas (the "Selected Vendor"), shall be responsible for the operation of the Kiosk Program, subject to the approval of the Community Development Department Director, including, but not limited to, planning, design, installation, maintenance and remittance of required payments. The proposed process for homebuilders to participate in the Kiosk Program is as follows:
 - a. Selected Vendor staff will communicate with each homebuilder/developer to inform them about the Kiosk Program and educate them on participation.
 - b. Selected Vendor staff will work directly with each homebuilder's marketing team to create the panel design and route placement that best serves the homebuilder.
 - c. Selected Vendor will contract directly with each homebuilder for panel placement within the approved kiosk locations.
 - d. Selected Vendor will allow homebuilders to cancel agreements once their community sells out.

- e. Selected Vendor will provide payment remittance to the Town on a monthly basis and provide a quarterly report summarizing all aspects of the Kiosk Program including, but not limited to, homebuilder interest, operations, revenue, status of system build-out, kiosk/panel location and placement. The Selected Vendor may revise the process and cost for participation in the Kiosk Program, subject to approval by the Community Development Department Director.
-
- 5. The cost for participating in the Kiosk Program. The cost for homebuilders to participate in the Kiosk Program shall be determined by the Selected Vendor, subject to Town approval by the Community Development Director, and may be revised as deemed necessary to successfully operate the Kiosk Program. The estimated cost for homebuilders to participate in the Kiosk Program for the initial phase of installation is \$95 per month for each panel.
 - 6. Required Town approvals and permits. The Selected Vendor shall be responsible for obtaining all required Town approvals and permits including, but not limited to, license agreement(s) for kiosks located in the public right of way, in a form approved by the Town Attorney; the approval of final design of the kiosks/panels; building permit(s); right-of-way permit(s); sign permit(s); and inspection sign-off for installed signs.

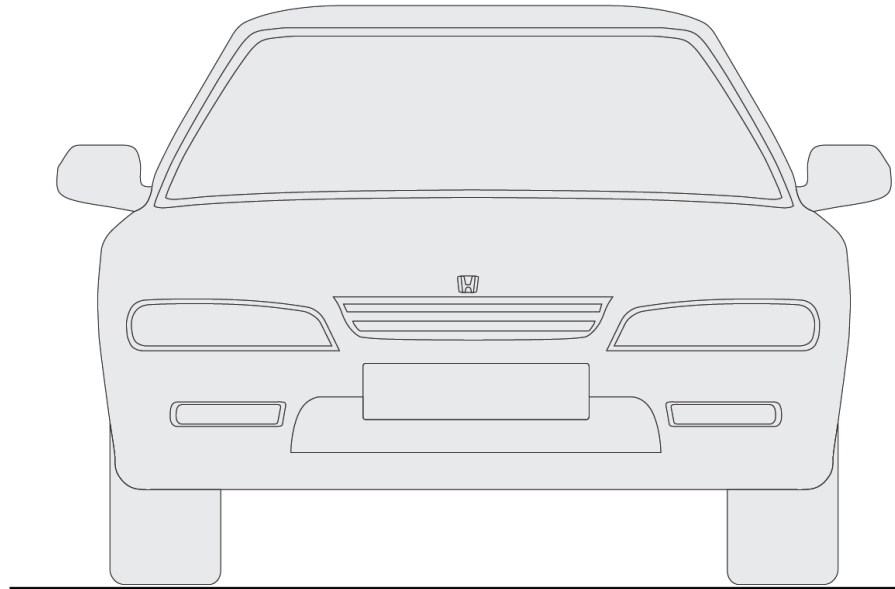
Preferred Alternative – Design Theme Three (3)

DESIGN THEME THREE



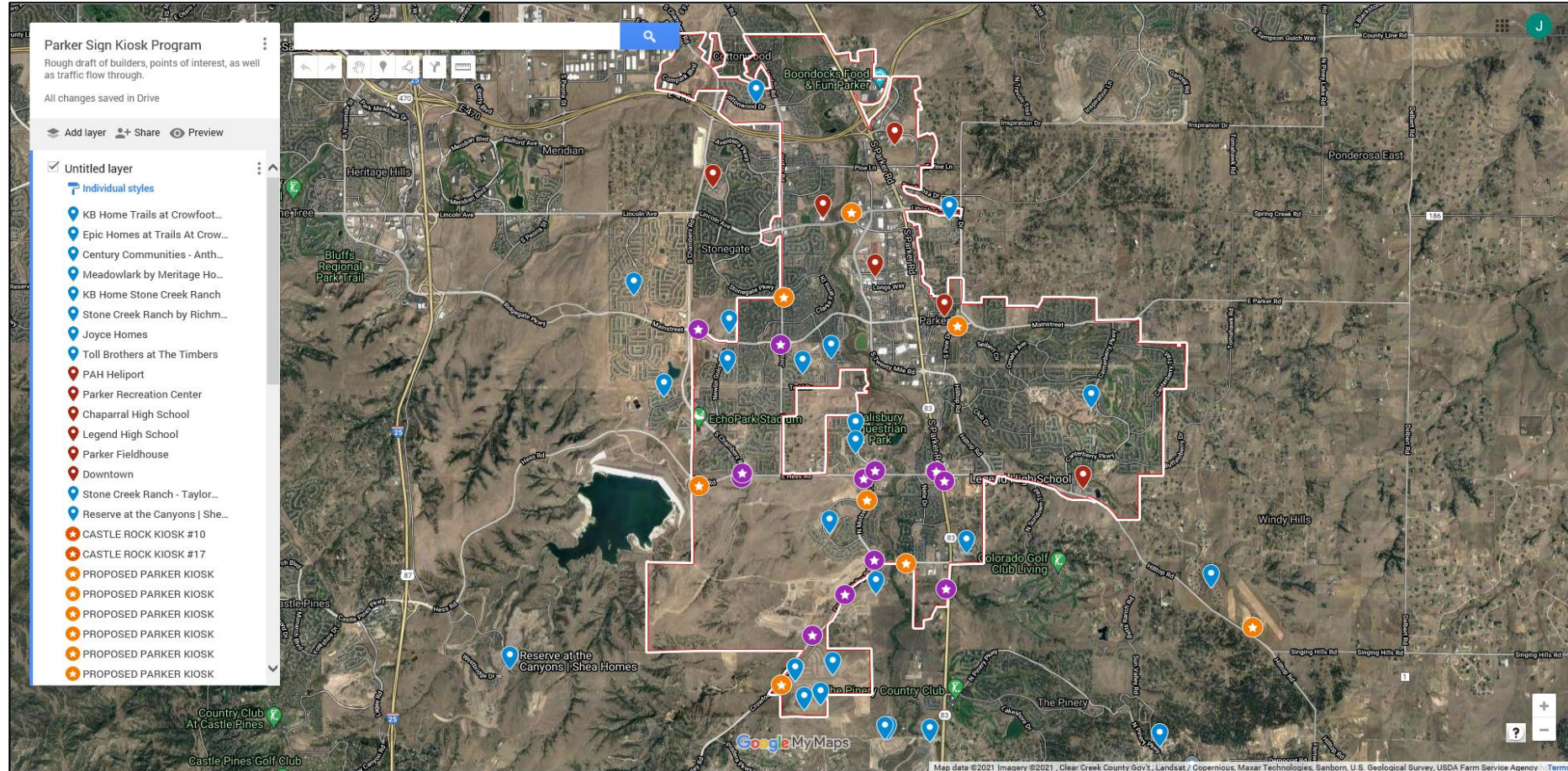
Preferred Alternative – Design Theme Three (3)

DESIGN THEME THREE



Your kind of place.

Map Residential Sign Kiosk Program - Initial Phase





Request for Town Council Action

Date: October 4, 2021

Submitted By: Jim Maloney, Town Attorney

Reviewed By: Michelle Kivela, Town Administrator

Title: **RESOLUTION NO. 21-033**
A Resolution to Consent to the Assignment and Assumption Agreement (Looking Glass) By and Between JEN Colorado 18, LLC, and LB Parker Owner LLC

Department: Town Attorney, Jim Maloney

EXECUTIVE SUMMARY

JEN Colorado 18, LLC (“JEN”), desires to enter into the Assignment and Assumption Agreement that is attached to Resolution No. 21-033 (the “Assignment”) with LB Parker Owner, LLC (“LB Parker”). Paragraph 31 of the Amended and Restated Stroh Ranch/Hess Ranch Annexation Agreement (Southern Property) between the Town and JEN, as successor-in-interest to Stroh Ranch Development, LLC, (the “Annexation Agreement”) requires the Town’s consent to the Assignment.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

On February 20, 2018, SRD sold the Hess Ranch property (1,135.11 acres) (the “Land”) to JEN. On August 10, 2021, JEN sold the Land to LB Parker, which is a single-purpose company that was formed to hold the Land. LB Parker was formed by the Rockpoint Group, which is a global real estate management firm, with headquarters in Boston and with additional primary offices in San Francisco and Dallas. LB Parker entered into a separate agreement with Dream Finders Homes, LLC (“DFH”), which is a publicly held company incorporated in Florida. The reason that DFH did not purchase the Land, because DFH is in the business of buying platted lots and building homes. There is an agreement between LB Parker and DFH, which obligates DFH to purchase lots from LB Parker as the Land is subdivided. There is a second agreement between LB Parker and Stelvio Management, LLC (“Stelvio”), which obligates Stelvio to represent LB Parker and to manage the process of platting the Land to generate platted lots to sell to DFH.

The Annexation Agreement provides the process for JEN to assign its interest in the Annexation Agreement. As provided by the Annexation Agreement, JEN provided the Town with at least fourteen (14) days’ advance notice of the proposed transfer or assignment of all of the rights and obligations of JEN under the Annexation Agreement. Under the Annexation Agreement, the Town Council’s approval of the proposed transfer or assignment of the Annexation Agreement

“will not be unreasonably withheld, delayed or conditioned.” If the Town Council consents to the Assignment and Assumption Agreement, JEN will be relieved of any future obligation under the Annexation Agreement and LB Parker will assume all of the obligations under the Annexation Agreement.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH

ATTACHMENTS

1. Resolution No. 21-033

RECOMMENDED MOTION

I move to approve Resolution No. 21-033.

RESOLUTION NO. 21-033, Series of 2021

TITLE: A RESOLUTION TO CONSENT TO THE ASSIGNMENT AND ASSUMPTION AGREEMENT (LOOKING GLASS) BY AND BETWEEN JEN COLORADO 18, LLC, AND LB PARKER OWNER LLC

WHEREAS, JEN Colorado 18, LLC, desires to enter into the Assignment and Assumption Agreement (the "Assignment") that is attached as **Exhibit 1**, and incorporated by this reference, with LB Parker Owner LLC, as a part of the sale of the remaining 1,100 acres of the Hess Ranch, which is described as the "Land" in the Assignment;

WHEREAS, the Hess Ranch is the subject of and is encumbered by that certain Amended and Restated Stroh Ranch/Hess Ranch Annexation Agreement (Southern Property), recorded in Douglas County, Colorado, on December 16, 2015, at Reception No. 2015089338 (the "Looking Glass Agreement"), by and between Stroh Ranch Development, LLC, and the Town;

WHEREAS, pursuant to Paragraph 31 of the Looking Glass Agreement, the Town's consent is required before JEN Colorado 18, LLC, and LB Parker Owner LLC, can enter into the Assignment; and

WHEREAS, the Town Council of the Town of Parker desires to consent to the Assignment, on the condition that LB Parker Owner LLC, purchases that portion of the "Land" described as Segments 2A and 2B in **Exhibit 2**, which is attached hereto and incorporated by this reference.

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 consents to the Assignment and Assumption Agreement (Hess Ranch) that is attached as Exhibit 1 on the condition that LB Parker Owner LLC, purchases Segments 2A and 2B as described in Exhibit 2.

RESOLVED AND PASSED this ____ day of _____, 2021.

TOWN OF PARKER, COLORADO

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Acting Town Clerk

EXHIBIT 1

ASSIGNMENT AND ASSUMPTION AGREEMENT

(LOOKING GLASS)

This Assignment and Assumption Agreement (Looking Glass) (this "Agreement") is made and entered into this 10 day of August, 2021 ("Effective Date"), by and between JEN COLORADO 18 LLC, a Colorado limited liability company ("Assignor"), and LB PARKER OWNER LLC, a Delaware limited liability company ("Assignee").

RECITALS

A. On or about February 20, 2018, Assignor purchased the real property located in the Town of Parker, Douglas County, Colorado, as more particularly described on **Exhibit A** attached hereto and incorporated herein (the "Land"). The Land is the subject of and is encumbered by that certain Amended and Restated Stroh Ranch/Hess Ranch Annexation Agreement (Southern Property) by and between the predecessor of the Assignor and the Town of Parker, a Colorado home rule municipality (the "Town"), recorded in Douglas County, Colorado (the "Records") on December 16, 2005, at Reception No. 2015089338 (as assigned to JEN COLORADO 18 LLC and assumed by JEN COLORADO 18 LLC pursuant to that certain Assignment and Assumption Agreement (TOP Agreement) recorded in the Records on February 28, 2018, at Reception No. 2018011608, and as modified by that certain First Amendment to Amended and Restated Stroh Ranch/Hess Ranch Annexation Agreement (Southern Property), recorded in the Records on December 9, 2020, at Reception No. 2020121132 (the "Annexation Agreement")).

B. Assignor wishes to assign to Assignee, and Assignee wishes to assume from Assignor, all of Assignor's rights, interest, and obligations under the Annexation Agreement.

C. As evidenced by the Town's Consent attached hereto and incorporated herein, the Town has agreed and consented to the assignment and assumption of all of the rights and obligations under the Annexation Agreement relating to the Land as contemplated herein on the terms and conditions contained in the Consent.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. The Recitals are incorporated herein by reference and are deemed part of this Agreement.

2. Assignor hereby sells, assigns and transfers to Assignee all of Assignor's rights under the Annexation Agreement ("Assigned Rights").

3. Assignee accepts transfer of the Assigned Rights and assumes and agrees to be solely responsible for any and all of Assignor's obligations under the Annexation Agreement (the "Assumed Obligations"). By assuming the Assumed Obligations, Assignee agrees that in all instances, it shall be responsible for performing the Assumed Obligations in accordance with and subject to the provisions, requirements, and standards required by the Annexation Agreement.

4. Assignee consents and agrees to be bound by Town of Parker Resolution No. 19-028, Series of 2019, approved by the Town Council on May 16, 2019, and recorded at Reception No. 2021040404 of the Douglas County Clerk and Recorder's Office.

5. Assignee agrees to process and obtain approval of the applications submitted by Assignor with the Town of Parker Community Development Department and filed as Looking Glass Segment 2A Sketch Plan under TRAKiT No. SUB20-011 and Sketch 2A Preliminary Plan under TRAKiT No. SUB20-010.

6. The laws of the State of Colorado shall govern the validity, performances and enforcement of this Agreement. Should either party institute legal suit or action for enforcement of any obligation contained herein, the venue of such suit or action shall be in Douglas County, Colorado.

7. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

8. This Agreement may not be amended absent a written agreement between the Assignor and Assignee and subject to all required approvals by the Town. No further assignment of the Annexation Agreement or any rights or obligations thereof shall be permitted without the prior approval of the Town.

9. If there is any litigation between Assignor and Assignee as to the interpretation or enforceability of the provisions of this Agreement, the substantially prevailing party in such litigation shall be awarded of all costs incurred by the successful party in connection with such litigation, including reasonable attorneys' fees.

10. This Agreement shall inure to the benefit of and be binding on the parties hereto and their respective successors and assigns and shall run with the Land.

11. This Agreement shall be recorded with the Clerk and Recorder of Douglas County, Colorado.

[signature pages follow]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

ASSIGNEE:

LB PARKER OWNER LLC,
a Delaware limited liability company

By: _____

Name: Ron J. Hoyl

Title: Vice President

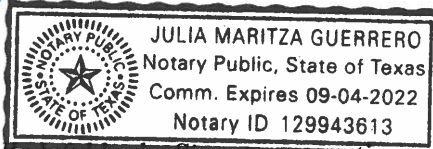
STATE OF Texas)
) ss.

COUNTY OF Dallas)

The foregoing document was acknowledged before me this 5th day of August, 2021, by Ron J. Hoyl as **Vice President** of LB PARKER OWNER LLC, a Delaware limited liability Company.

Witness my hand and official seal.

Julia Maritza Guerrero
Notary Public



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

TOWN OF PARKER CONSENT

By its signature, below, the Town of Parker consents to the assignment by JEN COLORADO 18 LLC, a Colorado limited liability company, as Assignor, of the Assigned Rights to LB PARKER OWNER LLC, a Delaware limited liability company, and the assumption by LB PARKER OWNER LLC, a Delaware limited liability company, as Assignee, of the Assumed Obligations, as defined in the foregoing Assignment and Assumption Agreement. The Town of Parker agrees that Assignor shall be relieved of and released from any further obligations with respect to the Assumed Obligations. This Consent shall not be construed as a consent to any further transfer or assignment of any obligations under or interest in the Annexation Agreement, and any such transfer or assignment shall require the Town's prior written consent in each instance. This Consent shall not be construed as a representation or warranty of any kind of the compliance of Assignor or Assignee with the terms and conditions of the Annexation Agreement nor a waiver of any of the Town's rights or remedies thereunder, except as expressly provided herein.

TOWN OF PARKER

Jeff Toborg, Mayor

ATTEST:

Town Clerk's Office

APPROVED AS TO FORM:

Town Attorney's Office

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

CONSENT AND SUBORDINATION OF LENDER

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, JEN COLORADO 80 LLC, a Colorado limited liability company ("JEN"), as Mortgagee of that certain Payment Obligations Mortgage dated August 10, 2021, and recorded in the real property records of Douglas County, Colorado (the "Records") on August 25, 2021, at Reception No. 2021099927 (the "Mortgage"), and as beneficiary of that certain Segment 2A Deed of Trust, Security Agreement and Financing Statement dated August 10, 2021, and recorded in the Records on August 25, 2021, at Reception No. 2021099925 and that certain Segment 2B Deed of Trust, Security Agreement and Financing Statement dated August 10, 2021, and recorded in the Records on August 25, 2021, at Reception No. 2021099926 (collectively, and together with the Mortgage, the "Deed of Trust"), hereby consents to this Agreement and subordinates the lien and all rights under the Deed of Trust to this Agreement. JEN further consents to and agrees to be bound by Resolution No. 19-028, Series of 2019.

JEN COLORADO 18 LLC,
a Colorado limited liability company

By: [Signature]
Name: Matthew P. Osborn
Title: Vice President

STATE OF Colorado)
)ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 30 day of August, 2021, by Matthew P Osborn, as Vice President of JEN Colorado 18 LLC, a Colorado limited liability company.

My commission expires: 3-16-24.

SEAL

[Signature]
Notary Public

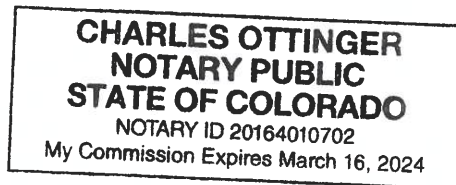


EXHIBIT A

LEGAL DESCRIPTION

PARCEL "A"

A PARCEL OF LAND BEING A PART OF SECTION 33, TOWNSHIP 6 SOUTH, RANGE 66 WEST AND A PART OF SECTIONS 4, 5, AND 6, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 4, THENCE SOUTH 89°14'11" WEST, A DISTANCE OF 72.69 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF CROWFOOT VALLEY ROAD, AS RECORDED IN THE DOUGLAS COUNTY SURVEYOR'S LAND SURVEY PLATS/RIGHT-OF-WAY SURVEYS, SURVEY NO. LSP-2474, SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE ALONG THE WESTERLY RIGHT-OF-WAY OF SAID CROWFOOT VALLEY ROAD THE FOLLOWING TEN (10) COURSES;

- 1) SOUTH 00°11'51" W, A DISTANCE OF 83.90 FEET TO A POINT OF NON-TANGENT CURVATURE;
- 2) ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 01°21'48", A RADIUS OF 885.13 FEET, AND AN ARC LENGTH OF 21.06 FEET, (CHORD BEARS SOUTH 00°54'23" WEST, A DISTANCE OF 21.06 FEET);
- 3) SOUTH 13°48'00" WEST, A DISTANCE OF 317.67 FEET TO A POINT OF NON-TANGENT CURVATURE;
- 4) ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 05°23'44", A RADIUS OF 787.80 FEET, AND AN ARC LENGTH OF 74.62 FEET, (CHORD BEARS SOUTH 17°06'29" WEST, A DISTANCE OF 74.62 FEET) TO A POINT OF COMPOUND CURVATURE;
- 5) ALONG THE ARC OF SAID COMPOUND CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 10°11'52", A RADIUS OF 885.00 FEET, AND AN ARC LENGTH OF 157.52 FEET, (CHORD BEARS SOUTH 22°17'16" WEST, A DISTANCE OF 157.52 FEET);
- 6) SOUTH 82°36'46" EAST, A DISTANCE OF 15.06 FEET TO A POINT OF NON-TANGENT CURVATURE;
- 7) ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 15°50'42", A RADIUS OF 900.00 FEET, AND AN ARC LENGTH OF 248.89 FEET, (CHORD BEARS SOUTH 45°18'33" WEST, A DISTANCE OF 248.10 FEET);

- 8) SOUTH 53°13'54" WEST, A DISTANCE OF 1,098.00 FEET TO A POINT OF CURVATURE;
- 9) ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 27°17'25", A RADIUS OF 1,010.00 FEET, AND AN ARC LENGTH OF 481.07 FEET, (CHORD BEARS SOUTH 39°35'12" WEST, A DISTANCE OF 476.53 FEET)
- 10) THENCE SOUTH 25°56'29" WEST, A DISTANCE OF 433.56 FEET TO A POINT ON THE NORTH LINE OF THE PARCEL OF LAND RECORDED AT RECEIPTION NO. 9123329 OF THE AFOREMENTIONED RECORDS;

THENCE ALONG THE NORTH LINE OF SAID PARCEL THE FOLLOWING TWO (2) COURSES:

- 1) SOUTH 79°17'10" WEST, A DISTANCE OF 645.52 FEET;
- 2) NORTH 78°59'45" WEST, A DISTANCE OF 197.27 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 4;

THENCE SOUTH 00°18'30" WEST, ALONG SAID WEST LINE, A DISTANCE OF 314.72 FEET TO THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER;

THENCE SOUTH 00°15'45" WEST, ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 4, A DISTANCE OF 1,041.48 FEET TO A POINT OF NON-TANGENT CURVATURE ON THE WESTERLY RIGHT-OF-WAY OF SAID CROWFOOT VALLEY ROAD;

THENCE ALONG THE WESTERLY RIGHT-OF-WAY OF SAID CROWFOOT VALLEY ROAD THE FOLLOWING SEVEN (7) COURSES;

- 1) THENCE ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 01°48'42", A RADIUS OF 3,761.00 FEET, AND AN ARC LENGTH OF 118.92 FEET, (CHORD BEARS SOUTH 41°10'38" WEST, A DISTANCE OF 118.92 FEET);
- 2) SOUTH 40°41'00" WEST, A DISTANCE OF 245.65 FEET;
- 3) SOUTH 42°04'59" WEST, A DISTANCE OF 958.68 FEET; TO A POINT OF CURVATURE;
- 4) ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 03°07'22", A RADIUS OF 7,692.00 FEET, AND AN ARC LENGTH OF 419.24 FEET, (CHORD BEARS SOUTH 40°31'18" WEST, A DISTANCE OF 419.18 FEET)
- 5) SOUTH 51°02'23" EAST, A DISTANCE OF 3.00 FEET TO A POINT OF NON-TANGENT CURVATURE;
- 6) ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 02°17'09", A RADIUS OF

7,689.00 FEET, AND AN ARC LENGTH OF 306.76 FEET,
(CHORD BEARS SOUTH 37°49'02" WEST, A DISTANCE
OF 306.71 FEET);

- 7) SOUTH 38°40'28" WEST, A DISTANCE OF 79.41 FEET TO A
POINT ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF
SAID SECTION 4;

TRENCH NORTH 89°43'01" WEST, ALONG SAID SECTION LINE, A
DISTANCE OF 1,275.59 FEET TO THE SOUTHWEST CORNER OF
SAID SECTION 4 MONUMENTED BY A 2 1/2" ALUMINUM CAP
STAMPED: LS 6935;

TRENCH SOUTH 89°30'19" WEST, ALONG THE SOUTH LINE OF SAID
SECTION 5, A DISTANCE OF 5,281.90 FEET TO THE
SOUTHWEST CORNER OF SAID SECTION 5 MONUMENTED BY A
2" ALUMINUM CAP STAMPED: LS 33202;

TRENCH SOUTH 89°08'14" WEST, ALONG THE SOUTH LINE OF THE
SOUTHEAST QUARTER OF SAID SECTION 6, A DISTANCE OF
2,644.91 FEET TO THE SOUTH QUARTER CORNER OF SAID
SECTION 6 MONUMENTED BY A STONE MATCHING MONUMENT
RECORDS;

TRENCH NORTH 00°07'39" EAST, ALONG THE CENTER LINE OF SAID
SECTION 6, A DISTANCE OF 5,240.51 FEET TO THE NORTH
QUARTER CORNER OF SAID SECTION 6 MONUMENTED BY A
2 1/2" ALUMINUM CAP STAMPED: LS 22088;

TRENCH NORTH 89°24'48" EAST, ALONG THE NORTH LINE OF THE
NORTHEAST QUARTER OF SAID SECTION 6, A DISTANCE OF
2,484.13 FEET TO A POINT OF NON-TANGENT CURVATURE;
TRENCH ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE
RIGHT HAVING A CENTRAL ANGLE OF 11°18'24", A RADIUS OF
1335.23 FEET, AND AN ARC LENGTH OF 263.49 FEET, (CHORD
BEARS SOUTH 57°41'21" EAST, A DISTANCE OF
263.06 FEET);

TRENCH SOUTH 82°02'09" EAST, A DISTANCE OF 651.65 FEET;
TRENCH SOUTH 58°15'32" EAST, A DISTANCE OF 412.26 FEET TO
A POINT OF NON-TANGENT CURVATURE;

TRENCH ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE
LEFT HAVING A CENTRAL ANGLE OF 62°35'02", A RADIUS OF
1,265.85 FEET, AND AN ARC LENGTH OF 1382.68 FEET,
(CHORD BEARS SOUTH 79°28'34" EAST, A DISTANCE OF
1,314.97 FEET);

TRENCH NORTH 81°02'05" EAST, A DISTANCE OF 1,141.54 FEET
TO A POINT OF NON-TANGENT CURVATURE;

TRENCH ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE
RIGHT HAVING A CENTRAL ANGLE OF 50°07'52", A RADIUS OF
1142.75 FEET, AND AN ARC LENGTH OF 999.85 FEET,
(CHORD BEARS SOUTH 81°36'30" EAST, A DISTANCE OF
966.27 FEET);

THENCE SOUTH 71°26'34" EAST, A DISTANCE OF 415.03 FEET TO
 A POINT OF NON-TANGENT CURVATURE;
 THENCE ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE
 LEFT HAVING A CENTRAL ANGLE OF 25°57'29", A RADIUS OF
 2408.42 FEET, AND AN ARC LENGTH OF 1,091.14 FEET,
 (CHORD BEARS SOUTH 88°01'55" EAST, A DISTANCE OF
 1,081.84 FEET);
 THENCE NORTH 74°13'58" EAST, A DISTANCE OF 480.67 FEET
 TO A POINT OF NON-TANGENT CURVATURE;
 THENCE ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE
 RIGHT HAVING A CENTRAL ANGLE OF 20°01'18", A RADIUS OF
 1,374.23 FEET, AND AN ARC LENGTH OF 480.22 FEET,
 (CHORD BEARS NORTH 79°53'13" EAST, A DISTANCE OF
 477.78 FEET);
 THENCE NORTH 89°32'44" EAST, A DISTANCE OF 543.29 FEET;
 THENCE SOUTH 89°40'01" EAST, A DISTANCE OF 307.11 FEET TO
 A POINT OF NON-TANGENT CURVATURE;
 THENCE ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE
 LEFT HAVING A CENTRAL ANGLE OF 02°43'59", A RADIUS OF
 11,639.30 FEET, AND AN ARC LENGTH OF 555.20 FEET,
 (CHORD BEARS NORTH 85°41'11" EAST, A DISTANCE OF
 555.17 FEET) TO A POINT OF NON-TANGENT CURVATURE;
 THENCE ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE LEFT
 HAVING A CENTRAL ANGLE OF 24°24'53", A RADIUS OF
 2,197.49 FEET, AND AN ARC LENGTH OF 936.39 FEET,
 (CHORD BEARS NORTH 66°58'35" EAST, A DISTANCE OF
 929.33 FEET);
 THENCE NORTH 52°19'22" EAST, A DISTANCE OF 242.53 FEET;
 THENCE NORTH 54°06'08" EAST, A DISTANCE OF 556.22 FEET TO
 A POINT OF NON-TANGENT CURVATURE;
 THENCE ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE
 RIGHT HAVING A CENTRAL ANGLE OF 32°01'27", A RADIUS OF
 1,070.97 FEET, AND AN ARC LENGTH OF 598.59 FEET,
 (CHORD BEARS NORTH 74°28'22" EAST, A DISTANCE OF
 590.83 FEET);
 THENCE SOUTH 89°30'54" EAST, A DISTANCE OF 314.70 FEET TO
 A POINT ON THE WESTERLY RIGHT-OF-WAY OF NOTHENDOCKER
 ROAD;
 THENCE SOUTH 00°12'58" WEST, ALONG SAID WESTERLY
 RIGHT-OF-WAY LINE, A DISTANCE OF 21.60 FEET TO THE
 POINT OF BEGINNING.

CONTAINING 49,445,608 SQUARE FEET (1,135.11 ACRES), MORE
 OR LESS.