

TOWN OF PARKER COUNCIL AGENDA

February 22, 2022

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

- Chabad Jewish Center of South Metro Denver Recognition
- Parker Task Force Recognition

- 3. 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.*

4. REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL

5. **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 - February 7, 2022*

B. *CONTRACTS OVER \$100,000*

1. *2022 Townwide Resurfacing Program (CIP22-007)*

Amount: \$1,916,592.94

Contractor: Martin Marietta Materials, Inc

Department: Engineering and Public Works, Danny Smith

2. *2022 Motsenbocker Grind, Saw and Seal Project (CIP22-008)*

Amount: \$1,945,041.62

Contractor: Penhall Company

Department: Engineering and Public Works, Danny Smith

6. **PUBLIC HEARINGS**

CHAMBERS HIGHPOINT AND COMPARK

Applicant: Jeff Robinson, Compark 190, LLC

Location: Southwest corner of Chambers Road and E-470

Department: Community Development, Stacey Nerger

TRAKiT No.: SUB19-048

1. **Chambers Highpoint**

a. *Minor Development Plat*

b. *Subdivision Agreement*

2. **Compark**

Amendment to Compark Subdivision Agreement

7. ORDINANCES

- A. ORDINANCE NO. 4.86.1 – Second Reading**
A Bill for an Ordinance to Amend Sections 11.13.020 and 11.13.030 of the Parker Municipal Code Concerning Contracting Procedures for Public Works Projects
Department: Engineering and Public Works, Chris Hudson
- B. ORDINANCE NO. 3.01.90.1 - Second Reading**
A Bill for an Ordinance to Amend Title 13 of the Parker Municipal Code Relating to Family Child-Care Homes
Department: Community Development, Bryce Matthews
- C. ORDINANCE NO. 9.344 - Second Reading**
A Bill for an Ordinance to Approve the Grant Agreement for Therapeutic Recreation Scholarships By and Between the Town of Parker and the Board of County Commissioners of the County of Douglas
Department: Parks, Recreation and Open Space, Mary Colton
- D. ORDINANCE NO. 9.345 - Second Reading**
A Bill for an Ordinance to Approve the Grant Agreement for Adaptive Water Safety/Swimming Scholarships By and Between the Town of Parker and the Board of County Commissioners of the County of Douglas
Department: Parks, Recreation and Open Space, Mary Colton
- E. ORDINANCE NO. 9.343 - Second Reading**
A Bill for an Ordinance to Approve the Intergovernmental Agreement Between Douglas County School District RE-1 and the Town of Parker Regarding the Sharing of Costs for Providing Police Officers to Act as School Resource Officers
Department: Police, Jim Tsurapas
Town Attorney, Jamie Wynn

8. AGREEMENTS

- A. Land Dedication Agreement with Shea Homes for the Tract Q Open Space (Southeast Corner of Mainstreet and Chambers)**
Department: Parks, Recreation and Open Space, Brett Collins
- B. O'Brien Park Playground Equipment**
Amount: \$338,900.97
Contractor: Landscape Structures, Inc.
Department: Parks, Recreation and Open Space

C. First Amendment to the Cottonwood Highlands Filing No. 7 Subdivision Improvement Agreement

Department: Engineering and Public Works, Alex Mestdagh

9. PUBLIC COMMENTS CONTINUED IF NECESSARY

10. ADJOURNMENT

Parker Town Council

Executive Session Agenda

February 22, 2022

“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. C.R.S. § 8-13.3-501, *et seq.*, concerning the Paid Family Medical Leave Insurance Act
2. Article 3 – Compensation – of the Town of Parker Personnel Manual
3. Section 11.02.050 (8) and (10) of the Parker Municipal Code concerning Secondary Family Space
4. Final Rule – Coronavirus State and Local Fiscal Recovery Funds

**TOWN OF PARKER COUNCIL
MINUTES
FEBRUARY 7, 2022**

Mayor Jeff Toborg called the Town Council meeting to order at 6:27 p.m. All Councilmembers were present.

Town Attorney Jim Maloney announced the topics for discussion in Executive Session were three (3) items. Under C.R.S. § 24-6-402(4)(e) there was one (1) item which was concerning the proposed Mainstreet sidewalk easement from Town & Country Village Townhomes. Under C.R.S. § 24-6-402(4)(b) there were two (2) items; the first item was to hold a conference with the Town's attorney to receive legal advice on specific legal questions concerning Senate Bill 22-046 "A Bill for an Act concerning the Town of Parker in Douglas County to determine whether to be included in the boundaries of the Regional Transportation District"; and the second item was to hold a conference with the Town's attorney to receive legal advice on specific legal questions regarding C.R.S. Section 31-12-104, concerning the eligibility for annexation of the real property commonly known as the Coyle property, generally located at the southeast corner of Crowfoot Valley Road and Stroh Road.

EXECUTIVE SESSION

Joshua Rivero moved and Todd Hendreks seconded to go into Executive Session at 6:28 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 hold a conference with the Town's attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b).

The motion was approved unanimously.

Joshua Rivero moved and Todd Hendreks seconded to come out of Executive Session at 7:16 p.m.

REGULAR MEETING

Mayor Toborg reconvened the regular Town Council meeting at 7:24 p.m.

The Mayor led the Pledge of Allegiance.

SPECIAL PRESENTATIONS

Mayor Toborg presented President Chad Larsen of The Church of Jesus Christ of Latter-Day Saints, Parker Stake, with a certificate of recognition for his exceptional community service to the Town of Parker.

PARKER CHAMBER OF COMMERCE UPDATES

TJ Sullivan provided a report on activities during the month of January and those talked about the upcoming events in February.

DOWNTOWN BUSINESS ALLIANCE UPDATES

Chair Omar Castillo provided a report on activities during the month of January and talked about the upcoming events in February.

PUBLIC COMMENTS

The following Parker residents spoke in favor of reconvening the Parker Teen Court program, which was recently put on hold:

Ella Daniel
Raditya Muyadi
Nandhana Vivek
Brayden Parsons
Liana Cohen
Olivia Lambard
Gigi Lambard

REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL

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

CONSENT AGENDA

- A. *APPROVAL OF MINUTES - January 3, 2022 and January 18, 2022*

- B. *ORDINANCE NO. 4.86.1 – First Reading*
A Bill for an Ordinance to Amend Sections 11.13.020 and 11.13.030 of the Parker Municipal Code Concerning Contracting Procedures for Public Works Projects
Department: Engineering and Public Works, Chris Hudson
Second February 22, 2022
Reading:

- C. *ORDINANCE NO. 3.01.90.1 - First Reading*
A Bill for an Ordinance to Amend Title 13 of the Parker Municipal Code Relating to Family Child-Care Homes
Department: Community Development, Bryce Matthews
Second Reading: February 22, 2022

- D. *ORDINANCE NO. 9.344 - First Reading*
A Bill for an Ordinance to Approve the Grant Agreement for Therapeutic Recreation Scholarships By and Between the Town of Parker and the Board of County Commissioners of the County of Douglas
Department: Parks, Recreation and Open Space, Mary Colton
Second Reading: February 22, 2022
- E. *ORDINANCE NO. 9.345 - First Reading*
A Bill for an Ordinance to Approve the Grant Agreement for Adaptive Water Safety/Swimming Scholarships By and Between the Town of Parker and the Board of County Commissioners of the County of Douglas
Department: Parks, Recreation and Open Space, Mary Colton
Second Reading: February 22, 2022
- F. *ORDINANCE NO. 9.343 - First Reading*
A Bill for an Ordinance to Approve the Intergovernmental Agreement Between Douglas County School District RE-1 and the Town of Parker Regarding the Sharing of Costs for Providing Police Officers to Act as School Resource Officers
Department: Police, Jim Tsurapas
Town Attorney, Jamie Wynn
Second Reading: February 22, 2022
- G. *RESOLUTION NO. 22-011*
A Resolution Stating the Town's Intent to Participate in the Douglas County Coordinated Election on November 8, 2022
Department: Town Attorney, Jim Maloney
- H. *RESOLUTION NO. 22-012*
A Resolution to Accept Donations from the Greater Parker Foundation
Department: Finance, Rhonda Willey
- I. *Landlord's Consent Agreement by the Town of Parker and Parker Tennis Center, LLLP*
Contractor: Parker Tennis Center, LLLP
Department: Town Attorney, Jim Maloney
Parks, Recreation and Open Space, Mary Colton

J. CONTRACTS OVER \$100,000

1. *2022 Fleet Replacement - Ken Garff Ford*
Amount: \$406,938
Contractor: Ken Garff Ford
Department: Engineering and Public Works, Jim Gilbert
2. *2022 Fleet Replacement - McCandless International*
Amount: \$277,545.02
Contractor: McCandless International
Department: Engineering and Public Works, Jim Gilbert
3. *2022 Fleet Replacement - PB Loader Corporation*
Amount: \$142,527
Contractor: PB Loader Company
Department: Engineering and Public Works, Jim Gilbert
4. *2022 Fleet Replacement - L.A.W.S.*
Amount: \$140,000
Contractor: L.A.W.S.
Department: Engineering and Public Works, Jim Gilbert

Joshua Rivero moved to approve Consent Agenda items 7A through 7J.

Cheryl Poage seconded the motion.

A roll call vote was taken:

Joshua Rivero - Yes

Cheryl Poage - Yes

Todd Hendreks - Yes

John Diak - Yes

Anne Barrington - Yes

Laura Hefta - Yes

The motion was approved unanimously.

PUBLIC COMMENTS CONTINUED IF NECESSARY

Store Manager, Ty Poe, 7564 South Sicily Way, Aurora, introduced himself and the Trader Joe's company to the Council. He described their business concept and welcomed everyone to the store when it opens later this year.

ADJOURNMENT

Joshua Rivero moved and John Diak seconded to adjourn the meeting at 8:17 p.m.

A roll call vote was taken:

Joshua Rivero - Yes

Cheryl Poage - Yes

Todd Hendreks - Yes

John Diak - Yes

Anne Barrington - Yes

Laura Hefta - Yes

The motion was approved unanimously.

Chris Vanderpool, Town Clerk

Jeff Toborg, Mayor



Request for Town Council Action

Date: February 22, 2022

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

Reviewed By: Michelle Kivela, Town Administrator

Title: **2022 Townwide Resurfacing Program (CIP22-007)**

Amount: **\$1,916,592.94**

Contractor: **Martin Marietta Materials, Inc**

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

EXECUTIVE SUMMARY

The Town of Parker negotiated a contract with Martin Marietta Materials, Inc for the 2022 Townwide Resurfacing Program (CIP22-007). The 2021 contract, which was publicly advertised and competitively bid, included the option of two (2) renewal contracts which the Town will be exercising with the approval of this contract. This is the first of the two renewal options. The contract amount for the 2022 program is \$1,916,592.94.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Staff has negotiated the 2022 contract with Martin Marietta Materials, Inc. for the mill and overlay of Jordan Road from Bradbury Parkway to Cedar Gulch Parkway and Cottonwood Drive from Parker Road to Crown Crest Boulevard. The project will be completed with stone matrix asphalt (SMA). Pricing provided for the contract by Martin Marietta Materials, Inc., is fair with a unit price increase over 2021 due to increased materials costs, primarily liquid asphalt, which is derived from crude oil. Crude oil prices are significantly higher in 2022 than in early 2021. Additionally, demand for labor has caused labor costs to rise sharply in the last year. The 2021 contract, which was competitively bid, included two renewal options for this contract. The 2022 contract is the first of the two renewal options. Additional information for this project will be available on the Town's website. Town staff will also be presenting additional information about the 2022 street maintenance program at an upcoming Town Council Study Session.

FINANCIAL IMPACT

Funding for this contract has been appropriated in the 2021 Engineering and Public Works/Streets 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: February 22, 2022

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

Reviewed By: Michelle Kivela, Town Administrator

Title: **2022 Motsenbocker Grind, Saw and Seal Project (CIP22-008)**

Amount:	\$1,945,041.62
Contractor:	Penhall Company
Department:	Engineering and Public Works, Danny Smith

EXECUTIVE SUMMARY

Award of a trade contractor agreement with the Penhall Company for the 2022 Motsenbocker grind, saw and seal project (CIP22-008).

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town of Parker publicly opened competitive bids on January 12, 2022, for the 2022 Motsenbocker Grind, Saw and Seal Project (CIP22-008). This pavement preservation project will include:

1. Removal and replacement (R&R) of damaged or deteriorated concrete street panels, curb/gutter and sidewalk.
2. Upgrade ADA pedestrian ramps to the current ADA standard.
3. Grinding the concrete surface to provide smoothness and improve ride quality to reduce the noise of vehicles traveling on the road by eliminating "wheel slap."
4. Sawing and resealing of the expansion joints in order to restore the functionality of the expansion joints and to seal the surface, preventing water penetration into the joints.

The project area includes Motsenbocker Road from Longland Parkway to Stroh Road. Approximately 50% of the project cost is associated with concrete R&R and ADA ramp upgrades. Additional information on this project will soon be found on the Town's website and this information will be presented at an upcoming Town Council Study Session.

The Town of Parker received one (1) bid for the project from the Penhall Company. Penhall completed a similar project for the Town in 2020 on Hilltop Road. The project was completed with satisfactory results. The initial bid amount for the project was \$2,281,463.95. Staff was

successful in negotiating with the single bidder to reduce the project cost by \$336,422.33 to \$1,945,041.62. Staff recommends moving forward with this contract award to the Penhall Company.

FINANCIAL IMPACT

Funding for this project has been appropriated in the 2022 Engineering and Public Works/Streets 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: February 22, 2022

Submitted By: Stacey Nerger, Senior Planner
Alex Mestdagh, Engineering Service Manager
John Fussa, Community Development Director
Tom Williams, Director Eng/PW

Reviewed By: Michelle Kivela, Town Administrator

Title: **CHAMBERS HIGHPOINT AND COMPARK**

Applicant: Jeff Robinson, Compark 190, LLC

Location: Southwest corner of Chambers Road and E-470

Department: Community Development, Stacey Nerger

TRAKiT No.: SUB19-048

EXECUTIVE SUMMARY

The applicant, Compark 190, L.L.C., is proposing a Minor Development Plat (MDP) to subdivide property located at the southwestern corner of the intersection of E-470 and Chambers Road into three (3) lots, six (6) tracts and the future Belford Avenue right-of-way. The applicant also requires a Subdivision Improvement Agreement to secure the public improvements associated with the MDP. Related, the property owner for the adjacent Compark Village South Planned Development is proposing to amend the Compark Village South Filing No. 1 Subdivision Improvement Agreement to formalize the shared obligations between the two (2) developments.

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

1. **Consistency with Master Plan:** The proposed subdivision is consistent with the goals and policies of the Town of Parker Master Plan and the General Land Use Plan in the Master Plan.
2. **Consistency with the Land Development Ordinance and other minimum standards established by the Town:** The proposed subdivision complies with this Section and all other provisions of this Title, the Town's Stormwater Drainage and Environmental Criteria Manual and the Town of Parker Roadway Design and Construction Criteria Manual and other applicable standards adopted by the Town.
3. **Consistency with Zone District Standards or Planned Development Guide, if applicable:** The proposed subdivision complies with all of the provisions of the applicable Zone District or Planned Development Guide.

4. **Public Notice Requirements:** The applicant has demonstrated that all public notice requirements have been met.
5. **Required Agreements:** A SIA and/or other agreements have been executed by the applicant as required by the Town Council.
6. **Public Dedications:** All applicable public dedication requirements have been satisfied.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The applicant, Compark 190, L.L.C., is the owner of an undeveloped, 44.35 acre property located within the Chambers Highpoint Planned Development (PD) at the southwestern corner of the intersection of E-470 and Chambers Road. The subject property was annexed into the Town in June, 2016 with the Chambers Highpoint PD zoning. The property is bordered to the north by E-470, to the east by Chambers Road, to the west by the Compark Village South PD and to the south by the Grandview Estates residential subdivision in unincorporated Douglas County.

The Chambers Highpoint PD zoning incorporates three (3) planning areas described below:

- Planning Area A: Multi-family residential use at a density of 20 dwelling units per acre or continuing care community for seniors;
- Planning Area B: Office/light industrial use to the northeast of Planning Area A; and
- Planning Area C: Highway commercial use adjacent to Chambers Road.

The proposed MDP will create three (3) lots and six (6) tracts to support the required infrastructure and initial superblock lots consistent with the PD zoning. Proposed Lot 1 is 11.22 acres in total size and is located within Planning Area A for multi-family residential use.

Proposed Lot 2 is 3.62 acres in total size and is located within Planning Area B for office/light industrial use. Proposed Lot 3 is 9.73 acres in total size and is located within Planning Area C for highway commercial use.

The applicant requires a Subdivision Improvement Agreement (SIA) to secure the public improvements associated with the proposed MDP. In addition, the property owner of the adjacent Compark Village South Planned Development proposes to amend the Compark Village South Filing No. 1 SIA to formalize the shared obligations between the two (2) developments. This results from the Annexation Agreements for the two (2) properties having several shared obligations for infrastructure that require coordination and reimbursement. The Chambers Highpoint SIA and the Compark Village South SIA Amendment are necessary to formalize the shared obligations of both development projects in accordance with the Annexation Agreements.

As referenced above, there are three (3) shared obligations between the Chambers Highpoint and Compark Village South PDs:

- The Belford Avenue bridge over Happy Canyon Creek;
- Major drainageway improvements to Happy Canyon Creek; and
- Improvements to Chambers Road.

Per the Annexation Agreements, each PD is responsible for one-half (1/2) of the cost of these improvements. The Annexation Agreements for the two (2) PDs contemplate that the property owner who constructs the required improvements shall receive reimbursement for the shared obligations from the other property owner. Currently, all of the required improvements are fully secured in the Compark Village South Filing No. 1 SIA. However, some of the required improvements will be constructed by Chambers Highpoint PD property owner. The proposed SIAs will formalize how the shared infrastructure obligations are to be addressed including reimbursement. Both property owners have agreed with the division of requirements and obligations contained within the SIAs.

The proposed Compark Village South Filing No. 1 SIA Amendment proposes the following:

- Adds a requirement to reimburse Chambers Highpoint for one-half (½) the cost to design and construct the improvements to Chambers Road including the traffic signal at the Chambers Road/Belford Avenue intersection.
- Allows the Compark Village South property owner to reduce the security for required public improvements to remove the cost of the Chambers Road improvements and traffic signal because they will be secured by the Chambers Highpoint property owner.
- Allows the Compark Village South property owner to reduce the security for required public improvements to remove the cost of Belford Avenue improvements located on the Chambers Highpoint property that was originally proposed to be constructed by the Compark Village South ownership. This portion of Belford Avenue will be secured and constructed by the Chambers Highpoint property owner.
- The Compark Village South Filing No. 1 SIA will need to be amended concurrently with the approval of the Chambers Highpoint SIA in order to ensure that the required improvements are formalized in the respective SIAs and in accordance with the respective Annexation Agreements. It is important to note that the proposed amendment to the Compark Village South Filing No. 1 SIA amendment will not be recorded until the Chambers Highpoint property owner provides the required security for public improvements to the Town and records the initial MDP and SIA. This will ensure that the Town retains all required security for public improvements and is protected in the event of a project delay or disruption.

The Planning Commission held a public hearing on January 27, 2022 for the proposal and the Commission voted unanimously to recommend approval.

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)



**DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH**



**ENHANCE ECONOMIC
VITALITY**

ATTACHMENTS

1. Vicinity Map
2. Chambers High Point Filing No. 1 MDP
3. Chambers Highpoint Filing No. 1 SIA
4. Compark Village South Filing No. 1 First Amendment to SIA
5. Planning Commission Staff Report

RECOMMENDED MOTION

1. I move to approve the Chambers High Point Filing No. 1 Minor Development Plat, based on staff findings.
2. I move to approve the Chambers High Point Filing No. 1 Subdivision Improvement Agreement, based on staff findings.
3. I move to approve the First Amendment to the Compark Village South Filing No. 1 Subdivision Improvement Agreement, based on staff findings.

Chamber High Point Filing No. 1

Minor Development Plat



LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 5, IN THE SOUTHEAST QUARTER OF SECTION 6, AND IN THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER OF SECTION 6, AND CONSIDERING THE SOUTH LINE OF SAID SOUTHEAST QUARTER TO BEAR SOUTH 87°49'36" WEST, WITH ALL BEARINGS CONTAINED HEREIN, RELATIVE THERETO; THENCE ALONG SAID SOUTH LINE, SOUTH 87°49'36" WEST, 733.88 FEET; THENCE CONTINUING ALONG SAID SOUTH LINE, SOUTH 87°49'36" WEST, 353.36 FEET, MORE OR LESS, TO THE CENTERLINE OF HAPPY CANYON CREEK; THENCE ALONG SAID CENTERLINE, THE FOLLOWING TWENTY ONE (21) COURSES:

- 1) NORTH 46°44'52"EAST, 59.45 FEET;
- 2) ALONG A CURVE TO THE LEFT HAVING A DELTA OF 47°17'03", A RADIUS OF 100.00 FEET AND AN ARC OF 82.53 FEET;
- 3) NORTH 00°32'10"WEST, 40.51 FEET;
- 4) ALONG A CURVE TO THE LEFT HAVING A DELTA OF 20°09'28", A RADIUS OF 100.00 FEET AND AN ARC OF 35.18 FEET;
- 5) NORTH 20°41'38"WEST, 39.38 FEET;
- 6) ALONG A CURVE TO THE LEFT HAVING A DELTA OF 43°29'20", A RADIUS OF 50.00 FEET AND AN ARC OF 37.95 FEET;
- 7) NORTH 64°10'58"WEST, 23.43 FEET;
- 8) ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 23°16'42", A RADIUS OF 50.00 FEET AND AN ARC OF 20.31 FEET;
- 9) NORTH 40°54'16"WEST, 251.99 FEET;
- 10) ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 94°27'12", A RADIUS OF 125.00 FEET AND AN ARC OF 206.07 FEET;
- 11) NORTH 53°32'56"EAST, 294.75 FEET;
- 12) ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 33°25'14", A RADIUS OF 200.00 FEET AND AN ARC OF 116.66 FEET;
- 13) NORTH 86°58'10"EAST, 308.08 FEET;
- 14) ALONG A CURVE TO THE LEFT HAVING A DELTA OF 09°27'04", A RADIUS OF 500.00 FEET AND AN ARC OF 82.48 FEET;
- 15) NORTH 77°31'06"EAST, 135.79 FEET;
- 16) ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 12°56'47", A RADIUS OF 200.00 FEET AND AN ARC OF 45.19 FEET;
- 17) SOUTH 89°32'06"EAST, 9.07 FEET;
- 18) ALONG A CURVE TO THE LEFT HAVING A DELTA OF 24°33'38", A RADIUS OF 200.00 FEET AND AN ARC OF 85.73 FEET;
- 19) NORTH 65°54'16"EAST, 75.57 FEET;
- 20) ALONG A CURVE TO THE LEFT HAVING A DELTA OF 43°58'01", A RADIUS OF 200.00 FEET AND AN ARC OF 153.47 FEET;
- 21) NORTH 21°56'15"EAST , 91.82 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF HIGHWAY E-470;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING NINE (9) COURSES:

- 1) ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A DELTA OF 01°35'22", A RADIUS OF 3005.03 FEET, AN ARC OF 83.36 FEET, AND A CHORD WHICH BEARS SOUTH 60°45'18" EAST, 83.36 FEET;
- 2) ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 02°12'42", A RADIUS OF 2918.21 FEET, AND AN ARC OF 112.65 FEET;
- 3) ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 15°07'33", A RADIUS OF 1851.86 FEET, AND AN ARC OF 488.88 FEET;
- 4) SOUTH 42°41'51"EAST, 301.32 FEET;
- 5) ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 22°05'50", A RADIUS OF 677.41 FEET, AND AN ARC OF 261.26 FEET;
- 6) SOUTH 64°47'39"EAST, 41.05 FEET;
- 7) SOUTH 26°12'04"EAST, 155.34 FEET;
- 8) SOUTH 10°56'39"WEST, 70.79 FEET;
- 9) ALONG A CURVE TO THE LEFT HAVING A DELTA OF 02°52'51", A RADIUS OF 1969.86 FEET, AND AN ARC OF 99.04 FEET TO THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 5;

THENCE ALONG SAID SOUTH LINE, SOUTH 89°09'25" WEST, 2.72 FEET, MORE OR LESS, TO THE WEST RIGHT-OF-WAY LINE OF CHAMBERS ROAD, AS PLATTED IN STONEGATE FILING NO. 16; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE, SOUTH 10°56'08"WEST, 383.96 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, AND ALONG THE PROPOSED SOUTHERLY RIGHT-OF-WAY LINE OF A FUTURE FRONTAGE ROAD, THE FOLLOWING TWO (2) COURSES:

- 1) NORTH 79°03'15"WEST, 191.23 FEET;
- 2) ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A DELTA OF 32°59'23", A RADIUS OF 1251.04 FEET, AN ARC OF 720.32 FEET, AND A CHORD WHICH BEARS NORTH 62°32'28"WEST, 710.41 FEET TO THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 5;

THENCE ALONG SAID SOUTH LINE, SOUTH 89°09'25" WEST, 112.21 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, CONTAINING 44.35 ACRES, MORE OR LESS.

DEDICATION STATEMENT

THE UNDERSIGNED, BEING ALL THE OWNERS, MORTGAGEES, BENEFICIARIES OF DEEDS OF TRUST AND HOLDERS OF OTHER INTERESTS OF THE LANDS DESCRIBED HEREIN, HAVE LAID OUT, SUBDIVIDED AND PLATTED SAID LANDS INTO LOTS, TRACTS, BLOCKS, STREETS AND EASEMENTS AS SHOWN HEREON UNDER THE NAME AND SUBDIVISION OF **CHAMBERS HIGH POINT FILING NO. 1**. THE UTILITY EASEMENTS AS SHOWN HEREON ARE HEREBY DEDICATED FOR PUBLIC UTILITIES AND CABLE COMMUNICATION SYSTEMS AND OTHER PURPOSES AS SHOWN HEREON. THE ENTITIES ARE RESPONSIBLE FOR PROVIDING THE UTILITY SERVICES FOR WHICH THE EASEMENTS ARE ESTABLISHED ARE HEREBY GRANTED THE PERPETUAL RIGHT OF INGRESS AND EGRESS FROM AND TO ADJACENT PROPERTIES FOR INSTALLATION, MAINTENANCE AND REPLACEMENT OF UTILITY LINES AND RELATED FACILITIES. THE OWNERS OF THE LANDS DESCRIBED HEREIN ARE RESPONSIBLE FOR THE MAINTENANCE AND OPERATION OF DRAINAGE EASEMENTS SHOWN HEREON AND RELATED FACILITIES, AS PROVIDED IN THE STORM DRAINAGE AND ENVIRONMENTAL CRITERIA MANUAL, AS AMENDED. THE UNDERSIGNED GRANTS THE TOWN OF PARKER A PERPETUAL RIGHT OF INGRESS AND EGRESS FROM AND TO ADJACENT PROPERTY TO MAINTAIN, OPERATE AND RECONSTRUCT THE DRAINAGE EASEMENTS AND RELATED FACILITIES COVERED BY CHAPTER 4.08 OF THE PARKER MUNICIPAL CODE, AS AMENDED; AND TO MAINTAIN, OPERATE AND RECONSTRUCT THE DRAINAGE EASEMENTS AND RELATED FACILITIES NOT COVERED BY CHAPTER 4.08 OF THE PARKER MUNICIPAL CODE AS AMENDED. WHEN THE OWNER(S) FAIL TO ADEQUATELY MAINTAIN SUCH DRAINAGE EASEMENTS AND RELATED FACILITIES, WHICH MAINTENANCE, OPERATION AND RECONSTRUCTION SHALL BE AT THE COST OF THE OWNER(S). ALL PUBLIC STREETS AND RIGHTS-OF-WAY SHOWN HEREON ARE DEDICATED AND CONVEYED TO THE TOWN OF PARKER, COLORADO, IN FEE SIMPLE ABSOLUTE, FOR PUBLIC USES AND PURPOSES. DRAINAGE AND DETENTION EASEMENTS AS SHOWN HEREON ARE HEREBY DEDICATED TO THE TOWN. THE TOWN IS HEREBY GRANTED THE PERPETUAL RIGHT OF INGRESS AND EGRESS FROM AND TO THE ADJACENT PROPERTIES FOR CONSTRUCTION, REPAIR, MAINTENANCE, OPERATION AND REPLACEMENT OF STORM SEWERS AND DRAINAGE FACILITIES. THE UNDERSIGNED GRANTS TO THE TOWN A SIGHT EASEMENT(S) AS SHOWN HEREON WITHIN THE SUBDIVISION TO MAINTAIN ADEQUATE SIGHT DISTANCE AT ALL ROADWAY INTERSECTIONS AS PROVIDED BY THE TOWN OF PARKER ROADWAY DESIGN AND CONSTRUCTION CRITERIA MANUAL, AS AMENDED. THE TOWN IS HEREBY GRANTED THE PERPETUAL RIGHT OF INGRESS AND EGRESS ACROSS ALL LOTS AND TRACTS WITHIN THE SUBDIVISION TO REMOVE ANY OBSTRUCTION TO THE PROPER SITE DISTANCE, INCLUDING, BUT NOT LIMITED TO, ANY STRUCTURE, FENCE, UTILITY BOX, RAISED MEDIAN AND LANDSCAPING, AT THE SOLE COST AND EXPENSE OF THE OWNER OF THE LOT AND/OR TRACT UPON WHICH SUCH OBSTRUCTION IS SITUATED. THE OWNERS OR ADJACENT PROPERTY OWNERS OF THE LANDS ARE RESPONSIBLE FOR THE MAINTENANCE AND OPERATION OF SIGHT EASEMENTS SHOWN HEREON. WHEN THE OWNER(S) OR ADJACENT OWNERS FAIL TO ADEQUATELY MAINTAIN SUCH SIGHT EASEMENTS, THE MAINTENANCE, OPERATION AND RECONSTRUCTION SHALL BE AT THE COST OF THE OWNER(S). THE UNDERSIGNED HEREBY DEDICATES SIDEWALK EASEMENTS AS SHOWN FOR PUBLIC SIDEWALK PURPOSES. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR MAINTAINING ALL SIDEWALK ADJACENT TO THE PROPERTY IN GOOD CONDITION AND FREE FROM HAZARD. THE UNDERSIGNED GRANTS THE TOWN THE PERPETUAL RIGHTS OF INGRESS AND EGRESS UPON THE PROPERTY FOR THE OPERATION, MAINTENANCE, AND RECONSTRUCTION OF THE PUBLIC SIDEWALK WHEN THE OWNER FAILS TO MAINTAIN SUCH PUBLIC SIDEWALK, WHICH MAINTENANCE, OPERATION AND RECONSTRUCTION SHALL BE AT THE COST OF THE OWNER(S). THE TOWN SHALL ALSO HAVE THE RIGHT TO REMOVE AN OBSTRUCTION THAT WOULD ADVERSELY AFFECT THE OPERATION AND MAINTENANCE OF THE SIDEWALK, AS DETERMINED BY THE TOWN.

ACKNOWLEDGEMENT

THE UNDERSIGNED, BEING ALL THE OWNERS, MORTGAGEES, BENEFICIARIES OF DEEDS OF TRUST AND HOLDERS OF OTHER INTERESTS OF THE LANDS DESCRIBED HEREIN, HEREBY ACKNOWLEDGE THAT ANY SUBDIVISION APPROVAL OBTAINED BY THE TOWN OF PARKER DOES NOT OBLVATE SAID UNDERSIGNED'S NEED OR RESPONSIBILITY TO COMPLY WITH THE REQUIREMENTS OF THE ENDANGERED SPECIES ACT OF 1973, 16 U.S.C. §1 531, ET SEQ. , AS AMENDED, OR WITH ANY OTHER APPLICABLE FEDERAL, STATE OR LOCAL LAWS OR REGULATIONS.

OWNER: COMPARK 190 LLC

BY: _____ TITLE: _____

ATTEST: SECRETARY

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF

_____, 20____, BY _____ AND BY _____

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC
MY COMMISSION EXPIRES: _____



PLAT NOTES

1. THE TOWN COUNCIL OF THE TOWN OF PARKER HEREBY ESTABLISHES THE FOLLOWING LEGISLATIVE CONDITION TO THE APPROVAL OF THIS MINOR DEVELOPMENT PLAT TO PROMOTE THE PROMPT, EFFICIENT AND COST EFFECTIVE RESOLUTION OF DISPUTES PERTAINING TO THE DEVELOPMENT OF THE PROPERTY AS A MULTI-FAMILY PROJECT, EXCLUDING ANY PROPERTY OWNED BY THE TOWN (THE "PROPERTY"), FOR THE PURPOSE OF ENCOURAGING AND FOSTERING THE DEVELOPMENT OF AFFORDABLE HOUSING IN THE TOWN AND THE CONSTRUCTION OF OWNER-OCCUPIED MULTI-FAMILY DEVELOPMENTS IN THE TOWN.

2. AS A LEGISLATIVE CONDITION TO THE TOWN COUNCILS APPROVAL OF THIS MINOR DEVELOPMENT PLAT THE FOLLOWING CLAIMS INVOLVING THE PROPERTY SHALL BE SUBMITTED TO BINDING ARBITRATION IN LIEU OF SUBMITTING ANY SUCH CLAIM TO A COURT OF LAW:

3. ANY AND ALL CLAIMS (1) THAT ARE BETWEEN ANY TWO OR MORE OF THE FOLLOWING PERSONS OR ENTITIES: (A) ANY OWNER OF ANY PORTION OF THE PROPERTY, (B) ANY COMMON INTEREST COMMUNITY ASSOCIATION CREATED WITH RESPECT TO THE PROPERTY, (C) THE SUBDIVIDER, DEVELOPER OR ANYONE CLAIMING UNDER OR THROUGH ANY SUCH PERSONS, (D) ANY PARTY THAT CONSTRUCTS OR DEMOLISHES ANY PORTION OF ANY RESIDENTIAL DWELLING UNITS UPON THE PROPERTY, AND (E) ANY CONSTRUCTION PROFESSIONAL AS DEFINED IN THE CONSTRUCTION DEFECT ACTION REFORM ACT, C.R.S. § 13-80-802.5, ET SEQ. , AS AMENDED ("CADARA"), AND (2) THAT PERTAINS TO ANY OF (A) THE PROPERTY, (B) ANY DWELLING UNIT OR OTHER IMPROVEMENTS CONSTRUCTED ON THE PROPERTY OR COMMON AREA DEVELOPMENT STRUCTURE, (C) THE COMMON INTEREST COMMUNITY TO BE CREATED FOR THE PROPERTY OR ANY PORTION THEREOF, OR (D) THE DECLARATION OR OTHER DOCUMENTS GOVERNING SUCH COMMUNITY.

4. THE LEGISLATIVE CONDITION SHALL NOT PRECLUDE ANY OF THE PERSONS OR ENTITIES DESCRIBED ABOVE FROM ENDEAVORING TO RESOLVE ANY SUCH CLAIM(S) THROUGH EITHER NEGOTIATION OR MEDIATION BEFORE SUBMITTING SUCH CLAIM TO BINDING ARBITRATION. ADDITIONALLY, THE PROPERTY MAY ALSO BE SUBJECT TO A DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS THAT MAY IMPLEMENT AND EXPAND UPON THE REQUIREMENTS OF THIS PLAT NOTE AND THAT MAY EXEMPT CERTAIN CLAIMS FROM THE REQUIREMENT THAT SUCH CLAIMS MUST BE SUBMITTED TO BINDING ARBITRATION, INCLUDING CLAIMS BROUGHT TO FORECLOSE LIENS FILED AS A PART OF THE CONSTRUCTION PROCESS. CLAIMS BROUGHT BY A COMMON INTEREST COMMUNITY ASSOCIATION TO RECOVER UNPAID ASSESSMENTS PAYABLE TO SUCH ASSOCIATION OR TO OBTAIN A TEMPORARY RESTRAINING ORDER OR INJUNCTION FROM A COURT OF LAW PROHIBITING A VIOLATION OF SUCH COVENANTS, CONDITIONS AND RESTRICTIONS; PROVIDED; HOWEVER, THAT ANY SUBSEQUENT AMENDMENT OR CHANGE TO SUCH DECLARATION OF COVENANTS, CONDITIONS OR RESTRICTION SHALL NOT ELIMINATE THE REQUIREMENT THAT THE CLAIMS DESCRIBED IN THIS PLAT NOTE, INCLUDING CONSTRUCTION DEFECT CLAIMS, AS MORE PARTICULARLY DEFINED BY THE CADARA, SHALL BE SUBMITTED TO BINDING ARBITRATION IN LIEU OF SUBMITTING ANY SUCH CLAIM TO A JUDICIAL PROCEEDING.

5. FOR PURPOSES OF THIS PLAT NOTE, BINDING ARBITRATION SHALL MEAN SUBMISSION OF ANY CLAIM DESCRIBED ABOVE BE SUBMITTED TO A SINGLE ARBITRATOR WHO MUST BE, AT A MINIMUM, A RETIRED COLORADO STATE DISTRICT COURT JUDGE OR FEDERAL DISTRICT COURT JUDGE OR THROUGH THE USE OF SUCH ORGANIZATION THAT SUCH RETIRED JUDGE MAY BE A MEMBER OF, INCLUDING SUCH ORGANIZATIONS AS THE JUDICIAL ARBITER GROUP OR ITS SUCCESSORS. IN SUCH ARBITRATION, THE COSTS AND EXPENSES OF ARBITRATION SHALL BE BORNE EQUALLY BY THE PARTIES AND SHALL BE CONDUCTED UTILIZING SUCH RULES OF PROCEDURE AS THE ARBITRATOR MAY REASONABLY ADOPT TO PROMOTE THE EFFICIENT AND ECONOMICAL RESOLUTION OF ANY SUCH CLAIM.

6. ALL FUTURE PURCHASERS OF ANY INTEREST IN THE PROPERTY ARE DEEMED TO HAVE ACCEPTED AND AGREED TO THE TERMS AND CONDITIONS OF THIS PLAT NOTE, WHICH IS RECORDED IN THE DOUGLAS COUNTY CLERK AND RECORDERS OFFICE AND IS DEEMED TO BE A COVENANT RUNNING WITH THE PROPERTY.

7. INFORMATION REGARDING EASEMENTS AND RIGHTS-OF-WAY WAS OBTAINED FROM TITLE COMMITMENT ORDER NUMBER ABJ07032273, PREPARED BY LAND TITLE GUARANTEE COMPANY, DATED JULY 9, 2021 AS PROVIDED BY COMPARK 190, LLC. THIS INFORMATION DOES NOT INDICATE A TITLE SEARCH BY IMEG CORP.

8. THE LANDS PLATTED HEREON, WITHIN SECTION 5, ARE SUBJECT TO THE ARAPAHOE COUNTY PUBLIC AIRPORT AUTHORITY AVIGATION AND HAZARD EASEMENT: "... ABOVE GRANTOR'S PROPERTY ABOVE A MEAN SEA LEVEL 5850 FEET, TO AN INFINITE HEIGHT ..." RECORDED IN BOOK 418 AT PAGE 436.

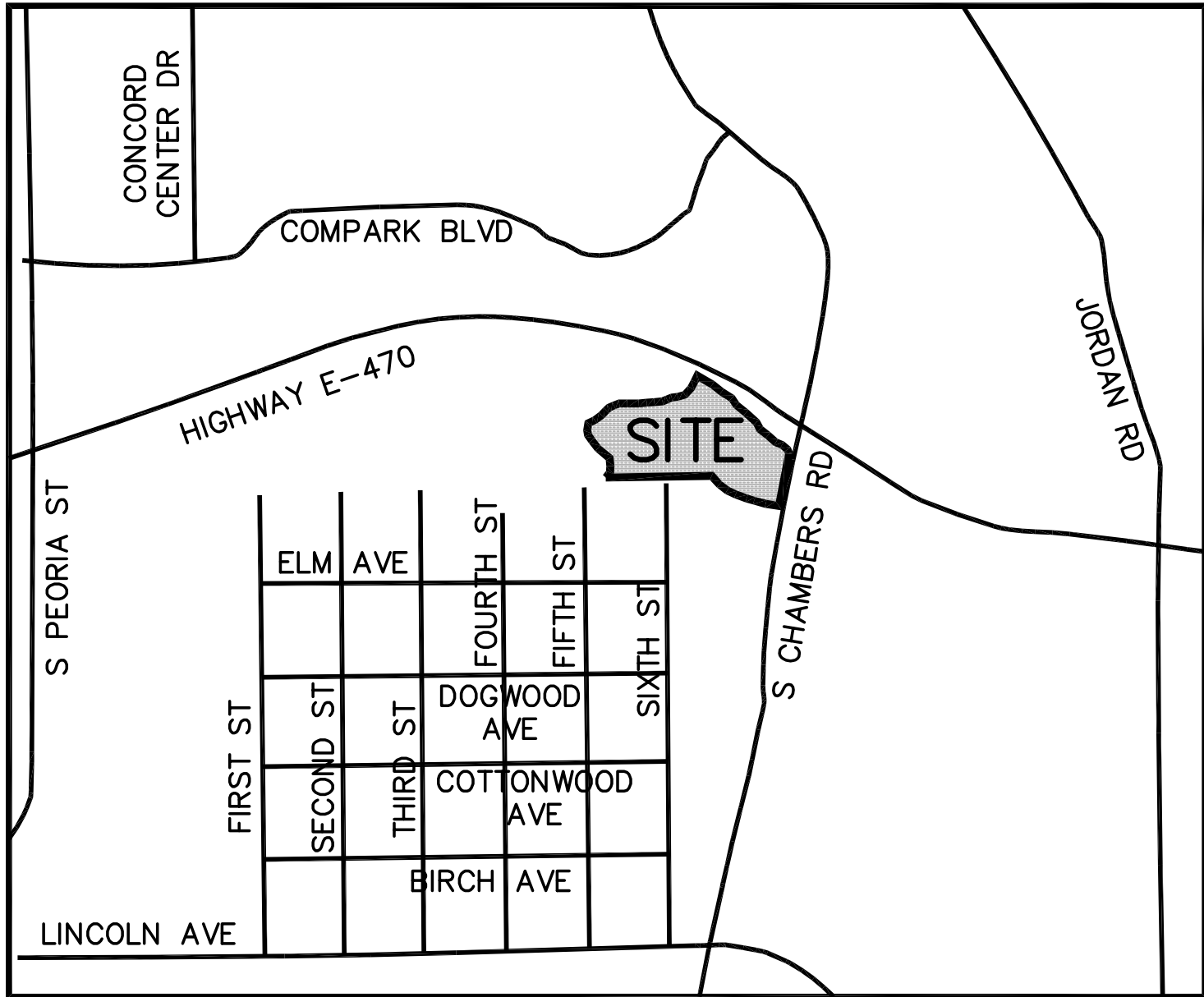
9. THE LANDS PLATTED HEREON ARE SUBJECT TO THE ARAPAHOE COUNTY PUBLIC AIRPORT AUTHORITY'S AIRPORT INFLUENCE AREA, PER DOUGLAS COUNTY BOARD OF COMMISSIONERS RESOLUTION NO. R-82-34, RECORDED IN BOOK 440 AT PAGE 204 AND IN BOOK 465 AT PAGE 324.

10. THE LANDS PLATTED HEREON, WITHIN SECTION 8, ARE SUBJECT TO THE AVIGATION AND HAZARD EASEMENT GRANTED UNTO ARAPAHOE COUNTY PUBLIC AIRPORT, RECORDED IN BOOK 545 AT PAGE 650.

11. BASIS OF BEARINGS: THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN WHICH IS ASSUMED TO BEAR SOUTH 87°49'36" WEST FROM THE SOUTHEAST CORNER OF SAID SECTION 6, AS MONUMENTED BY A 3.25" ALUMINUM CAP MARKED WITH PLS # 12405, TO THE SOUTH QUARTER CORNER OF SAID SECTION 6, AS MONUMENTED BY A 3.25" ALUMINUM CAP MARKED WITH PLS # 12405.

12. ACCESS EASEMENTS ARE HEREBY GRANTED OVER ALL PRIVATE ENTRANCES AND INTERNAL ROADWAYS WITHIN THE DEVELOPMENT FOR THE BENEFIT OF ALL CURRENT AND FUTURE OWNERS OF THIS PROPERTY FOR INGRESS, EGRESS AND TRAFFIC CIRCULATION. SHOULD THIS PROPERTY BE SUBDIVIDED INTO ADDITIONAL LOTS, ALL SUCH LOTS SHALL HAVE THE RIGHT TO USE ALL SUCH ENTRANCES AND ROADWAYS FOR PUBLIC ACCESS PURPOSES.

TRACT SUMMARY TABLE					
TRACT	AREA (SQ. FT)	AREA (AC.)	PURPOSE	OWNERSHIP	MAINTENANCE
A	292,958	6.725	OPEN SPACE/COMMUNITY SEPARATION BUFFER	METRO DISTRICT	METRO DISTRICT
B	312,536	7.175	OPEN SPACE/COMMUNITY SEPARATION BUFFER & DRAINAGE	METRO DISTRICT	METRO DISTRICT
C	6,735	0.155	PRIVATE OPEN SPACE	METRO DISTRICT DIRECTORS	METRO DISTRICT
D	3,219	0.074	FLOODPLAIN/PUBLIC OPEN SPACE	METRO DISTRICT DIRECTORS	METRO DISTRICT
E	287	0.007	PRIVATE OPEN SPACE	METRO DISTRICT DIRECTORS	METRO DISTRICT
F	19,066	0.438	STREET RIGHT-OF-WAY	TOWN OF PARKER	TOWN OF PARKER
TOTALS	634,801 SQ. FT.	14.574 ACRES			



VICINITY MAP

SCALE 1"= 2000

PLAT NOTES (CONTINUED)

13. NO CERTIFICATES OF OCCUPANCY, TEMPORARY OR OTHERWISE WILL BE ISSUED UNTIL ALL PUBLIC IMPROVEMENTS AND NECESSARY ONSITE IMPROVEMENTS ARE COMPLETED AND ACCEPTED IN WRITING BY THE TOWN.

14. NO CERTIFICATES OF OCCUPANCY, TEMPORARY OR OTHERWISE SHALL BE ISSUED UNTIL THE LANDSCAPING IS INSTALLED AND APPROVED BY THE TOWN OR AS OTHERWISE ALLOWED IN THE LAND DEVELOPMENT CODE.

15. PRIVATE ACCESS DRIVES/ROADWAYS MUST BE CONSTRUCTED PRIOR TO THE ISSUANCE OF TEMPORARY CERTIFICATE OF OCCUPATION AND/OR CERTIFICATE OF OCCUPANCY FOR ANY DEVELOPMENT OCCURRING ON PROPERTY SHOWN HEREIN.

16. PROPERTIES IN THIS PLAT IS SUBJECT TO A PERPETUAL, NON-EXCLUSIVE CROSS PARKING EASEMENT FOR THE SHARED USE OF ALL PARKING SPACES SITUATED WITH THE PROPERTY SHOWN HEREIN. THE OWNER OF EACH LOT SHALL KEEP AND MAINTAIN THE PARKING SPACES CONTAINED WITHIN THERE RESPECTIVE LOT IN A COMMERCIALY REASONABLE CONDITION AND STATE OF REPAIR.

17. WITHIN THE SIGHT TRIANGLES, AS SHOWN, LIMITED LANDSCAPING SHALL BE ALLOWED BUT NO SOLID STRUCTURES OR TREES WILL BE PERMITTED. SOLID STRUCTURES SHALL INCLUDE, BUT NOT BE LIMITED TO, FENCES, MAILBOXES, AND UTILITY BOXES. LANDSCAPING WITHIN THE SIGHT TRIANGLES WILL BE LIMITED TO SHRUBS AND PLANTINGS THAT AT MATURITY WILL BE NO TALLER THAN TWO FEET. LANDSCAPING WITHIN THE SIGHT TRIANGLE SHALL BE MAINTAINED BY THE PROPERTY OWNER OR APPROPRIATE ASSOCIATION.

18. A BLANKET DRAINAGE EASEMENT IS HEREBY DEDICATED TO THE TOWN OF PARKER OVER AND ACROSS TRACT B FOR THE PURPOSE OF ACCESSING, MAINTAINING, AND REPAIRING STORMWATER MANAGEMENT IMPROVEMENTS INCLUDING, BUT NOT LIMITED TO, INLETS, PIPES, CULVERTS, CHANNELS, DITCHES, HYDRAULIC STRUCTURES, RIPRAP, DETENTION BASINS, FOREBAYS, MICROPOOLS, AND WATER QUALITY FACILITIES IN THE EVENT THAT THE PROPERTY OWNER FAILS TO SATISFACTORILY MAINTAIN OR REPAIR SAID FACILITIES.

19. DIMENSIONS SHOWN HEREON ARE IN U.S. SURVEY FEET.

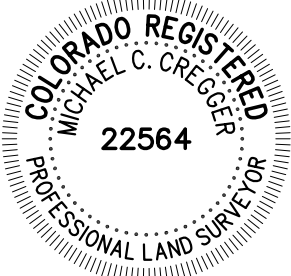
SHEET INDEX	
SHEET	DESCRIPTION
1	COVER SHEET
2	BOUNDARY/LOTS/TRACTS
3	EXISTING EASEMENTS
4	NEW EASEMENTS

SURVEYOR CERTIFICATION

I, MICHAEL C. CREGGER, A PROFESSIONAL LAND SURVEYOR LICENSED TO PRACTICE LAND SURVEYING IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SURVEY OF CHAMBERS HIGHPOINT FILING NO. 1 WAS MADE BY ME OR DIRECTLY UNDER MY SUPERVISION ON OR ABOUT THE 8TH DAY OF MARCH, 2021, AND THAT THE SURVEY IS BASED UPON MY KNOWLEDGE, INFORMATION AND BELIEF THAT ALL MONUMENTS EXIST AS SHOWN HEREON; IT HAS BEEN PREPARED IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE, THAT MATHEMATICAL CLOSURE ERRORS ARE LESS THAN 1:50,000 (SECOND ORDER); AND THAT SAID PLAT HAS BEEN PREPARED IN FULL COMPLIANCE WITH ALL APPLICABLE LAWS OF THE STATE OF COLORADO DEALING WITH MONUMENTS, SUBDIVISIONS OR SURVEYING OF LAND AND ALL PROVISIONS, WITHIN MY CONTROL, OF THE TOWN SUBDIVISION REGULATIONS. THIS SURVEY IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED, AND THE ACCOMPANYING PLAT ACCURATELY AND PROPERLY SHOWS SAID MINOR DEVELOPMENT PLAT AND THE SURVEY THEREOF.

I ATTEST THE ABOVE ON THIS _____ DAY OF _____, 20_____.

MICHAEL C. CREGGER P.L.S. #22564
FOR AND ON BEHALF OF IMEG CORPORATION



NOTICE: ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

TOWN COUNCIL

THIS PLAT WAS APPROVED BY THE TOWN COUNCIL AND/OR, WHERE APPLICABLE, THE PLANNING DIRECTOR AND DIRECTOR OF ENGINEERING OF THE TOWN OF PARKER, COLORADO, ON THE _____ DAY OF _____,

20____, FOR FILING. THE DEDICATIONS ARE HEREBY ACCEPTED.

ALL EXPENSES INCURRED WITH RESPECT TO IMPROVEMENTS FOR ALL UTILITY SERVICES, PAVING, GRADING, CURBS, GUTTER, SIDEWALKS, ROAD LIGHTING, ROAD SIGNS, FLOOD PROTECTION DEVICES, DRAINAGE STRUCTURES AND ALL OTHER IMPROVEMENTS THAT MAY BE REQUIRED SHALL BE THE RESPONSIBILITY OF THE SUBDIVIDER AND NOT THE TOWN OF PARKER. THE TOWN SHALL ONLY ACCEPT MAINTENANCE OF THE ROADWAY IMPROVEMENTS AFTER CONSTRUCTION HAS BEEN COMPLETED, AND AFTER THE WARRANTY PERIOD, IN ACCORDANCE WITH TOWN REGULATIONS.

THIS ACCEPTANCE DOES NOT GUARANTEE THAT THE SOIL CONDITIONS, SUBSURFACE GEOLOGY, GROUNDWATER CONDITIONS OR FLOODING CONDITIONS OF ANY LOT SHOWN HEREON ARE SUCH THAT A BUILDING PERMIT WILL BE ISSUED.

MAYOR, TOWN OF PARKER

ATTEST: _____
TOWN CLERK

PLANNING COMMISSION CERTIFICATE

THIS PLAT WAS REVIEWED BY THE PLANNING COMMISSION ON _____

PLANNING DIRECTOR, ON BEHALF OF THE PLANNING COMMISSION

TITLE VERIFICATION

WE LAND TITLE GUARANTEE COMPANY, A QUALIFIED TITLE INSURANCE COMPANY, DO HEREBY CERTIFY THAT WE HAVE EXAMINED THE TITLE OF ALL LAND PLATTED HEREON AND THAT TITLE TO SUCH LAND IS IN THE DEDICATOR(S) FREE AND CLEAR OF ALL LIENS, TAXES AND ENCUMBRANCES, EXCEPT AS FOLLOWS:

BY: _____ TITLE: _____

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____, 20____.

BY _____

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

CLERK AND RECORDER'S CERTIFICATE

STATE OF COLORADO)

_____)SS

COUNTY OF DOUGLAS)

I HEREBY CERTIFY THAT THIS PLAT WAS FILED IN MY OFFICE ON THIS _____

DAY OF _____, 20____, AT _____ A.M./P.M AND WAS

RECORDED AT RECEPTION NUMBER _____

DOUGLAS COUNTY CLERK AND RECORDER

SURVEYOR/ENGINEER:
IMEG CORP.
7600 E. ORCHARD RD,
SUITE 250-S
GREENWOOD VILLAGE, CO 80111
(303) 792-0557

OWNER/DEVELOPER:
COMPARK 190 LLC
4800 S ULLSTER #1400
DENVER, CO 80237

REVISED: DECEMBER 21, 2021
REVISED: AUGUST 26, 2021
REVISED: MAY 25, 2021
REVISED: MARCH 11, 2021
REVISED: JANUARY 24, 2020

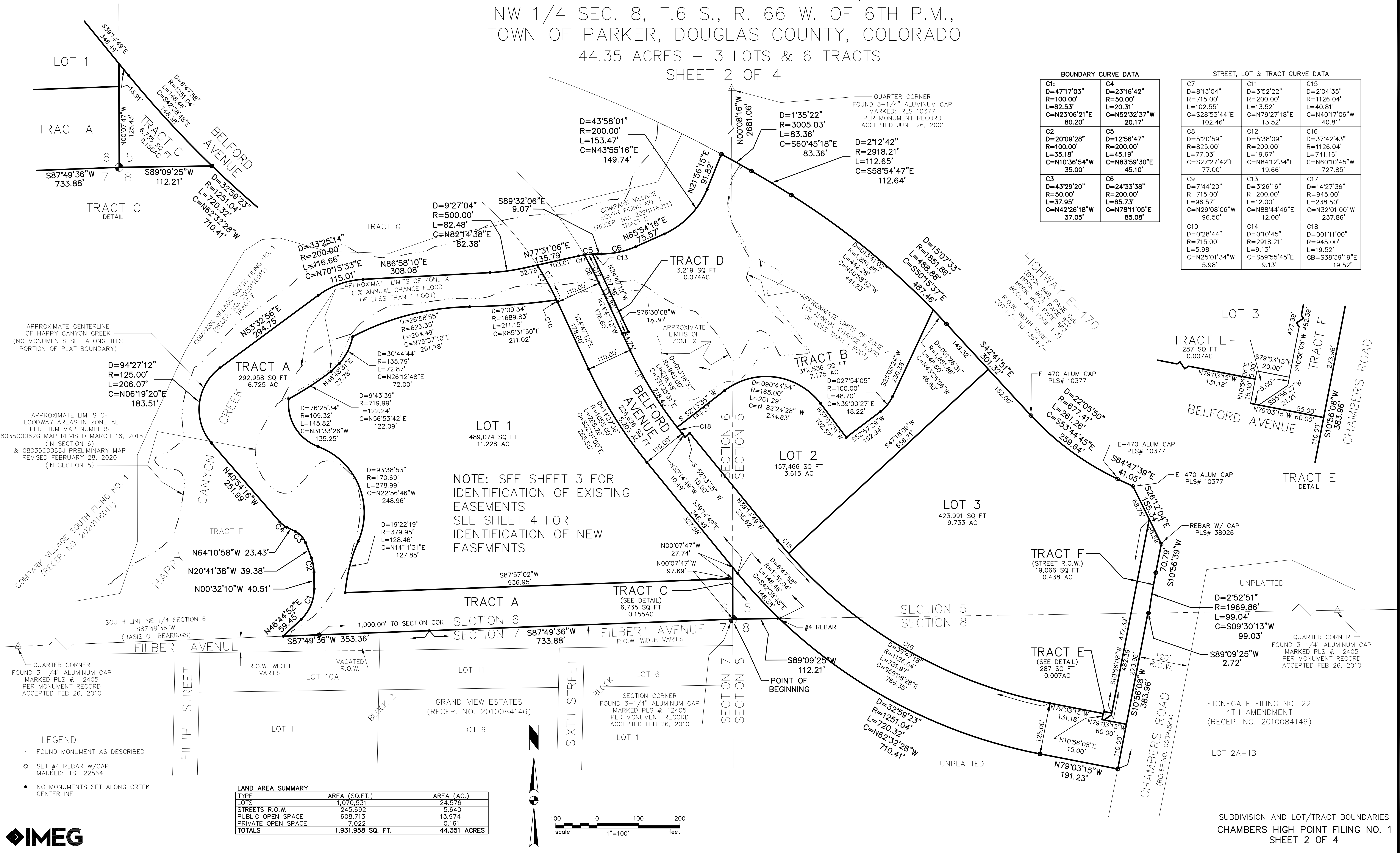
CHAMBERS HIGH POINT FILING NO. 1
SHEET 1 OF 4

CHAMBERS HIGH POINT FILING NO. 1

PART OF THE SW 1/4 SEC. 5, THE SE 1/4 SEC. 6 &
NW 1/4 SEC. 8, T.6 S., R. 66 W. OF 6TH P.M.,
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO

44.35 ACRES – 3 LOTS & 6 TRACTS

SHEET 2 OF 4

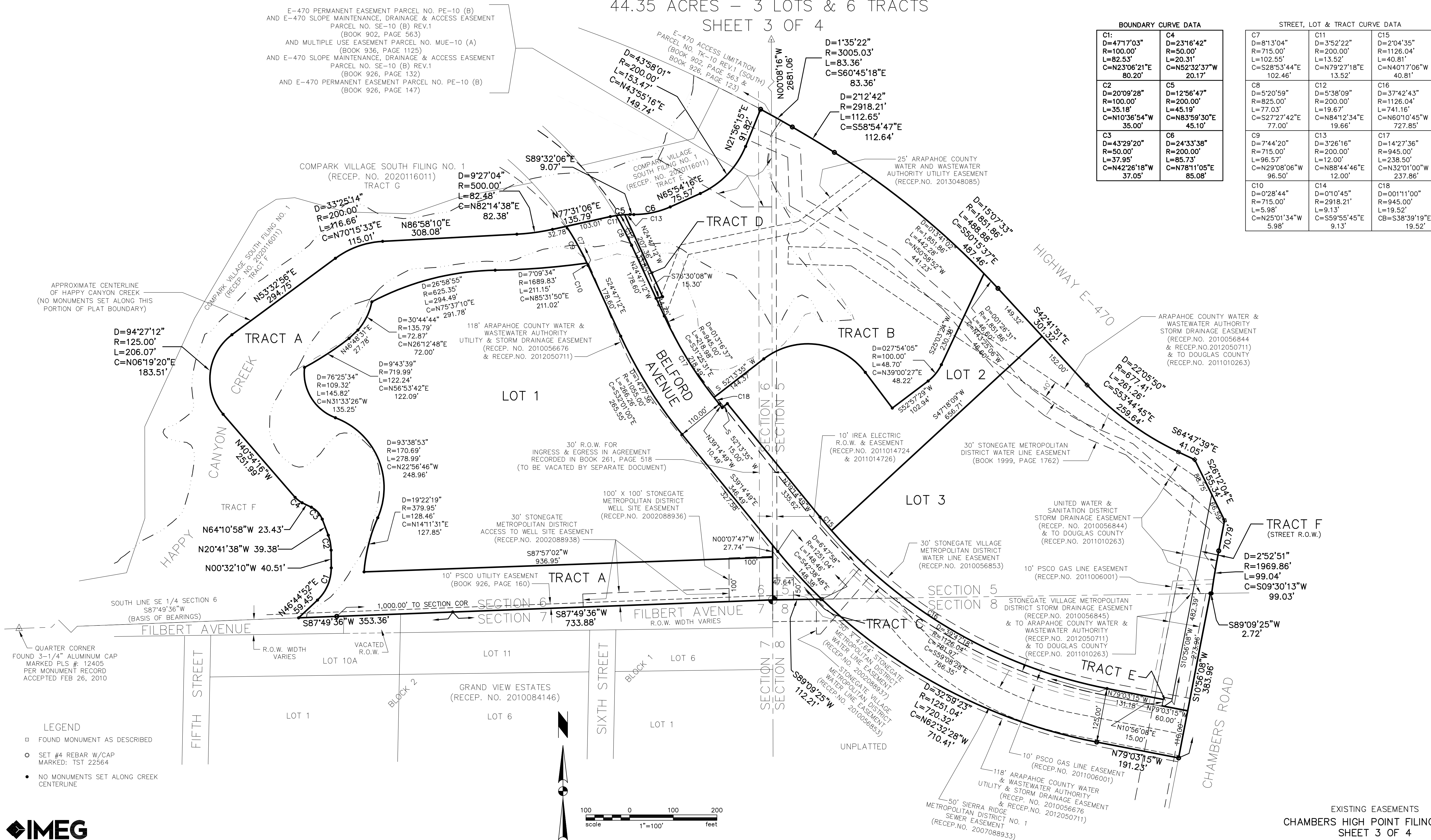


CHAMBERS HIGH POINT FILING NO. 1

PART OF THE SW 1/4 SEC. 5, THE SE 1/4 SEC. 6 &
NW 1/4 SEC. 8, T.6 S., R. 66 W. OF 6TH P.M.,
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO

44.35 ACRES – 3 LOTS & 6 TRACTS

SHEET 3 OF 4

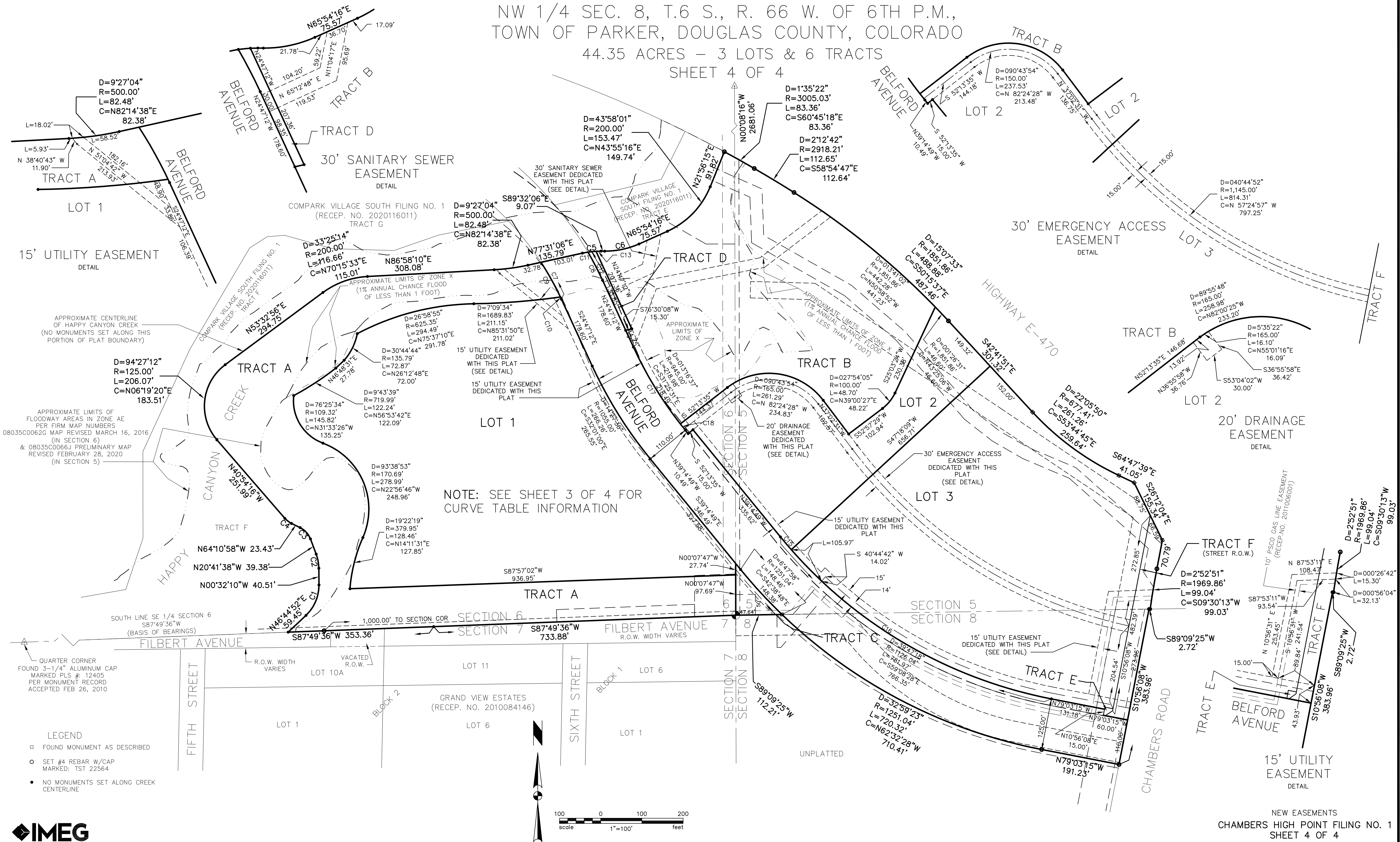


CHAMBERS HIGH POINT FILING NO. 1

PART OF THE SW 1/4 SEC. 5, THE SE 1/4 SEC. 6 &
NW 1/4 SEC. 8, T.6 S., R. 66 W. OF 6TH P.M.,
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO

44.35 ACRES – 3 LOTS & 6 TRACTS

SHEET 4 OF 4



SUBDIVISION AGREEMENT
Chambers Highpoint Filing No. 1

THIS AGREEMENT is made this _____ day of _____, 20____, by and between the Town of Parker, a Colorado home rule municipality (the “Town”), and Compark 190, LLC, a Colorado limited liability company (the “Developer”).

RECITALS:

A. The Developer is the owner of certain real property located in the Town of Parker known as Chamber Highpoint Filing No. 1 which is more particularly described in **Exhibit A**, attached hereto and incorporated herein (the “Property”).

B. 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.

C. 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, upon subdivision of the Property. 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 May 19, 2016, which was recorded at Reception No. 2016039967, of the Douglas County real estate records. 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 construction observation, inspection and materials testing and electronic deliverable review during the warranty period for public

improvements, and for legal services (the “actual costs”) rendered in connection with the review of the subdivision 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 making corrections or additions to the master copy of the official Town map and for the fee for recording the final plat and accompanying 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. 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.

b. Prior to probationary acceptance of all drainage structures, paved streets, including sidewalk, curb, gutter and slope easements, and necessary appurtenances, as shown on the final plat, landscape plans and the associated construction documents for the Property (the “Public Improvements”), the Developer shall install all plant material and related irrigation facilities as described in the landscape plans approved by the Town for the Property (the “Streetscape Improvements”). If installation of Streetscape Improvements cannot be reasonably accomplished prior to probationary acceptance of the Public Improvements for the Property, the Developer shall post a letter of credit amounting to one hundred ten percent (110%) (the “Streetscape Security”) of the materials cost as described in **Exhibit E**, attached hereto and incorporated herein, and will complete the Streetscape Improvements according to the landscape plans as provided by Section 13.07.150(c)(2) of the Town’s Land Development Ordinance. The Town may reduce the Streetscape Security, in the exercise of its sole discretion, as the Streetscape Improvements are completed and accepted by the Town for final acceptance, subject to Section 13.07.150(c) of the Town’s Land Development Ordinance for the Streetscape Improvements.

c. Prior to probationary acceptance of the Public Improvements for the Property, the Developer shall install all plant material and related irrigation facilities within all tracts as described in the landscape plans approved by the Town for the Property (the “Landscape Improvements”), subject to the warranty provisions of this Agreement. If installation of the Landscape Improvements cannot be reasonably accomplished prior to probationary acceptance of the Public Improvements for the Property, the Developer shall post a letter of credit amounting to one hundred ten percent (110%) (the “Landscape Security”) of the materials cost as described in **Exhibit F**, attached and incorporated herein, and will complete the Landscape Improvements according to the landscape plans prior to final acceptance of the Public Improvements by the Town. The Town may reduce the Landscape Security, in the exercise of its sole discretion, as the

Landscape Improvements are completed on a tract-by-tract basis and accepted by the Town for probationary acceptance, subject to the warranty provisions of this Agreement and Section 13.07.150(c) of the Town's Land Development Ordinance for the Landscape Improvements.

d. Prior to probationary acceptance of the Public Improvements for the Property, the Developer shall install all plant material and related irrigation facilities as described in the landscape plans approved by the Town for the Property for the Chamber Road and Belford Avenue Medians (the "Median Landscape Improvements"), subject to the warranty provisions of this Agreement. If installation of the Median Landscape Improvements cannot be reasonably accomplished prior to probationary acceptance of the Public Improvements for the Property, the Developer shall post a letter of credit amounting to one hundred ten percent (110%) (the "Median Landscape Security") of the materials cost as described in **Exhibit G**, attached and incorporated herein, and will complete the Median Landscape Improvements according to the landscape plans prior to final acceptance of the Public Improvements by the Town. The Town may reduce the Median Landscape Security, in the exercise of its sole discretion, as the Median Landscape Improvements are completed on a tract-by-tract basis and accepted by the Town for probationary acceptance, subject to the warranty provisions of this Agreement and Section 13.07.150(c) of the Town's Land Development Ordinance for the Median Landscape Improvements.

e. At time of approval of any site plan for the Property, the Developer shall pay Eighty-Five Thousand Eight Hundred and 00/100 Dollars (\$85,800.00) to the Douglas County School District No. RE-1, which payment is for a fee in lieu of a land dedication for the school sites benefitting the School District and its students.

f. Prior to recording the final plat for the Property, the Developer shall pay to the Douglas County School District a School Mitigation Fee of Two Hundred Forty-Four and 00/100 Dollars (\$244.00) for each residential unit, which amount totals Fifty-Six Thousand One-Hundred Twenty and 00/100 Dollars (\$56,120.00).

g. Prior to the recordation of the final plat for the Property, the Developer shall pay to the Town Seven Hundred Fifty Thousand Four Hundred Fifty-Nine and 45/100 Dollars (\$750,459.45), which payment is fifty percent (50%) of the cost to design and construct the grade control and bank stabilization improvements to Happy Canyon Creek. Alternatively, this condition shall be considered satisfied if, prior to recordation of the final plat for the Property, Developer and the developer of Compark Village South (Compark South III LLC) provide to the Town, in a form approved by the Town Attorney, a signed and notarized letter stating that this reimbursement has been made.

h. Prior to probationary acceptance of the Public Improvements for the Property, the Developer shall install all plant material and related irrigation facilities within the E-470 tract as described in the landscape plans approved by the Town for the Property (the "E-470 Landscape Improvements"), subject to the warranty provisions of this Agreement. If installation of the E-470 Landscape Improvements cannot be reasonably accomplished prior to probationary acceptance of the Public Improvements for the Property, the Developer shall post a letter of credit amounting to one hundred ten percent (110%) (the "E-470 Landscape Security") of the materials cost as described in **Exhibit H**, attached and incorporated herein, and will complete the E-470 Landscape Improvements according to the landscape plans prior to final acceptance of the Public

Improvements by the Town. The Town may reduce the E-470 Landscape Security, in the exercise of its sole discretion, as the E-470 Landscape Improvements are completed on a tract-by-tract basis and accepted by the Town for probationary acceptance, subject to the warranty provisions of this Agreement and Section 13.07.150(c) of the Town's Land Development Ordinance for the E-470 Landscape Improvements.

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, subsequent to the execution and recording of the final plat, 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 public 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 public 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. All Public Improvements, as approved by the Director of Engineering/Public Works of the Town, shall be installed and completed at the expense of the Developer and dedicated and/or conveyed to the Town. The Public Improvements required by this Agreement and shown on the final plat, as well as associated construction documents approved by the Director of Engineering/Public Works of the Town and the costs of these Public Improvements, are set forth on **Exhibit C**, attached hereto and incorporated herein. All Public Improvements covered by this Agreement shall be made in accordance with the final plat and associated construction documents drawn according to regulations and construction standards for such improvements and approved by the Director of Engineering/Public Works of the Town.

The Developer shall warrant any and all Public Improvements, which are conveyed to the Town, pursuant to this Agreement, for a period of two (2) years from the date the Town's Director

of Engineering/Public Works grants probationary acceptance of the Public Improvements, as approved by the Town. The warranty period shall extend to the date final acceptance is granted in writing by the Town's Director of Engineering/Public Works. The Developer shall be responsible for scheduling the necessary inspections for probationary and final acceptance. Specifically, but not by way of limitation, the Developer shall warrant the following:

- a. That the title conveyed shall be marketable and its transfer rightful;
- b. Any and all facilities conveyed shall be free from any security interest or other lien or encumbrance; and
- c. Any and all facilities so conveyed shall be in conformity with the Town's specifications and shall be free of defects in materials or workmanship for a period of two (2) years, as stated above, including, but not limited to, cracks, breakage, settling, or other deterioration of the Public Improvements, no matter the cause, for a period of two (2) years, as stated above.

The Town will accept for maintenance all Public Improvements after the warranty period has expired, provided all warranty work has been completed. The Town shall accept for snow removal purposes only all dedicated public streets after probationary acceptance has been granted in writing by the Director of Engineering/Public Works. The Developer shall make all corrections necessary to bring the Public Improvements into conformity with the Town's specifications, prior to final acceptance.

Notwithstanding anything to the contrary contained in this Agreement, the Town will not accept for ownership, maintenance or operation any private improvements that are described as Public Improvements in this Agreement, that include, but are not limited to, private streets, private parks, private open space, drainage facilities, landscaping and medians that will be privately maintained, as described on the final plat and/or subject to a license agreement as provided by paragraph 14 of this Agreement.

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 construction of physical facilities at any particular time shall not constitute the approval by the Town of any portion of the construction of such Public Improvements. Such approval shall be made by the Town only after completion of construction and in the manner hereinafter set forth.

9. Completion of Public Improvements. The obligations of the Developer provided for in Paragraph 7 of this Agreement, including the inspections hereof, shall be performed on or before December 31, 2022 and proper application for acceptance of the Public Improvements shall be made on or before such date. Upon completion of construction by the Developer of such Public 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. Once approved by the Town's Director of Engineering/Public Works, the Town shall accept said improvements upon conveyance, pursuant

to Paragraph 11; provided, however, the Town shall not be obligated to accept the Public Improvements until the actual costs described in Paragraphs 3.a. and b. of this Agreement are paid in full by the Developer.

10. Related Costs – Public Improvements. The Developer shall provide all necessary engineering designs, surveys, field surveys and incidental services related to the construction of the Public 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. All Public Improvements for roads, concrete curbs and gutters, storm sewers, and drainage improvements accepted by the Town shall be dedicated to the Town and warranted for a period of two (2) years following probationary acceptance by the Town, as provided above.

12. Performance Guarantee. In order to secure the construction and installation of the Public Improvements, the Developer shall, prior to recording the final plat in the real estate records of Douglas County, which recording shall occur no later than ninety (90) days after the execution of this Agreement, furnish the Town, at the Developer’s expense, with the performance guarantee described herein. The performance guarantee provided by the Developer shall be cash security in an amount equal to one hundred ten percent (110%) of the estimated costs of the Public Improvements to be constructed and installed, as set forth in Exhibit C, to secure the performance and completion of the Public Improvements. The Developer agrees that approval of the final plat by the Town is contingent upon the Developer’s provision of cash to the Town within ninety (90) days of the execution of this Agreement, in the amount and form provided herein. Failure of the Developer to provide cash to the Town, in the manner provided herein, shall negate the Town’s approval of the final plat. The cash shall be paid to the Town according to the terms and conditions of the “Financial Guarantee,” which 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 Developer shall not start the construction of any public or private improvement on the Property, including, but not limited to, staking, earth work, overlot grading or the erection of any structure, temporary or otherwise, until the Town has received cash and approved the Financial Guarantee.

The estimated costs of the Public Improvements shall be a figure mutually agreed upon by the Developer and the Town’s Director of Engineering/Public Works, as set forth in Exhibit C. If, however, they are unable to agree, the Director of Engineering/Public Works’ estimate shall govern after giving consideration to information provided by the Developer, including, but not limited to, construction contracts and engineering estimates. 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 Public Improvements.

The estimated costs of the Public 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 Public 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 Financial Guarantee

in the amount of the adjusted cost estimates. If the Developer refuses or fails to so provide the Town with a new or amended Financial Guarantee, 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 Public Improvements which have actually been completed so that the amount of security required at any time shall relate to the cost of required Public Improvements not yet constructed.

In the event the Public Improvements are not constructed or completed within the period of time specified by Paragraph 9 of this Agreement or a written extension of time mutually agreed upon by the parties to this Agreement, the Town may draw on the Financial Guarantee to complete the Public Improvements called for in this Agreement.

Upon completion of performance of such improvements, conditions and requirements within the required time and the approval of the Town's Director of Engineering/Public Works, the Developer shall provide to the Town an irrevocable letter of credit or Financial Guarantee in the amount of twenty percent (20%) of the total cost of construction and installation of the Public Improvements, to be held by the Town during the two-year warranty period. If the Public Improvements are not completed within the required time, the monies may be used to complete the improvements.

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 Planning 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 or prior to final acceptance of the Public Improvements, 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 construction of the Public 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 Public 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: Compark 190, LLC
 201 Fillmore St. #201
 Denver, Colorado 80206

25. Force Majeure. Whenever the Developer is required to complete the construction, repair or replacement of Public 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, Town Clerk

APPROVED AS TO FORM:

Town Attorney's Office

DEVELOPER: COMPARK 190, LLC

By: _____
_____ [Name, title]

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
20__, by _____, as _____ of Compark 190, LLC.

My commission expires: _____.

(SEAL)

Notary Public

EXHIBIT LIST

Exhibit A	Legal Description of the Property
Exhibit B	Copy of the Final Plat
Exhibit C	Estimated Cost of Public Improvements
Exhibit D	Form of Financial Guarantee
Exhibit E	Estimated Cost of Streetscape Improvements
Exhibit F	Estimated Cost of Landscape Improvements
Exhibit G	Estimated Cost of Median Landscape Improvements
Exhibit H	Estimated Cost of E-470 Area Landscape Improvements

Exhibit A

Legal Description

Lots 1 thru 3, together with Tracts A thru F, Chambers High Point Filing No. 1, according to the recorded plat thereof, located in the Town of Parker, County of Douglas, State of Colorado, as recorded with the Douglas County Clerk and Recorder at Reception Number_____.



EXHIBIT B

CHAMBERS HIGH POINT FILING NO. 1
PART OF THE SW 1/4 SEC. 5, THE SE 1/4 SEC. 6 &
NW 1/4 SEC. 8, T.6 S., R. 66 W. OF 6TH P.M.,
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO
44.35 ACRES, 3 LOTS & 6 TRACTS

SHEET 1 OF 4

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 5, IN THE SOUTHEAST QUARTER OF SECTION 6, AND IN THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER OF SECTION 6, AND CONSIDERING THE SOUTH LINE OF SAID SOUTHEAST QUARTER TO BEAR SOUTH 87°49'36" WEST, WITH ALL BEARINGS CONTAINED HEREIN, RELATIVE THERETO; THENCE ALONG SAID SOUTH LINE, SOUTH 87°49'36" WEST, 733.88 FEET; THENCE CONTINUING ALONG SAID SOUTH LINE, SOUTH 87°49'36" WEST, 353.36 FEET, MORE OR LESS, TO THE CENTERLINE OF HAPPY CANYON CREEK; THENCE ALONG SAID CENTERLINE, THE FOLLOWING TWENTY ONE (21) COURSES:

- 1) NORTH 46°44'52"EAST, 59.45 FEET;
- 2) ALONG A CURVE TO THE LEFT HAVING A DELTA OF 47°17'03", A RADIUS OF 100.00 FEET AND AN ARC OF 82.53 FEET;
- 3) NORTH 00°32'10"WEST, 40.51 FEET;
- 4) ALONG A CURVE TO THE LEFT HAVING A DELTA OF 20°09'28", A RADIUS OF 100.00 FEET AND AN ARC OF 35.18 FEET;
- 5) NORTH 20°41'38"WEST, 39.38 FEET;
- 6) ALONG A CURVE TO THE LEFT HAVING A DELTA OF 43°29'20", A RADIUS OF 50.00 FEET AND AN ARC OF 37.95 FEET;
- 7) NORTH 64°10'58"WEST, 23.43 FEET;
- 8) ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 23°16'42", A RADIUS OF 50.00 FEET AND AN ARC OF 20.31 FEET;
- 9) NORTH 40°54'16"WEST, 251.99 FEET;
- 10) ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 94°27'12", A RADIUS OF 125.00 FEET AND AN ARC OF 206.07 FEET;
- 11) NORTH 53°32'56"EAST, 294.75 FEET;
- 12) ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 33°25'14", A RADIUS OF 200.00 FEET AND AN ARC OF 116.66 FEET;
- 13) NORTH 86°58'10"EAST, 308.08 FEET;
- 14) ALONG A CURVE TO THE LEFT HAVING A DELTA OF 09°27'04", A RADIUS OF 500.00 FEET AND AN ARC OF 82.48 FEET;
- 15) NORTH 77°31'06"EAST, 135.79 FEET;
- 16) ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 12°56'47", A RADIUS OF 200.00 FEET AND AN ARC OF 45.19 FEET;
- 17) SOUTH 89°32'06"EAST, 9.07 FEET;
- 18) ALONG A CURVE TO THE LEFT HAVING A DELTA OF 24°33'38", A RADIUS OF 200.00 FEET AND AN ARC OF 85.73 FEET;
- 19) NORTH 65°54'16"EAST, 75.57 FEET;
- 20) ALONG A CURVE TO THE LEFT HAVING A DELTA OF 43°58'01", A RADIUS OF 200.00 FEET AND AN ARC OF 153.47 FEET;
- 21) NORTH 21°56'15"EAST , 91.82 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF HIGHWAY E-470;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING NINE (9) COURSES:

- 1) ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A DELTA OF 01°35'22", A RADIUS OF 3005.03 FEET, AN ARC OF 83.36 FEET, AND A CHORD WHICH BEARS SOUTH 80°45'18" EAST, 83.36 FEET;
- 2) ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 02°12'42", A RADIUS OF 2918.21 FEET, AND AN ARC OF 112.65 FEET;
- 3) ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 15°07'33", A RADIUS OF 1851.86 FEET, AND AN ARC OF 488.88 FEET;
- 4) SOUTH 42°41'51"EAST, 301.32 FEET;
- 5) ALONG A CURVE TO THE LEFT HAVING A DELTA OF 22°05'50", A RADIUS OF 677.41 FEET, AND AN ARC OF 261.26 FEET;
- 6) SOUTH 64°47'39"EAST, 41.05 FEET;
- 7) SOUTH 26°12'04"EAST, 155.34 FEET;
- 8) SOUTH 10°56'39"WEST, 70.79 FEET;
- 9) ALONG A CURVE TO THE LEFT HAVING A DELTA OF 02°52'51", A RADIUS OF 1969.86 FEET, AND AN ARC OF 99.04 FEET TO THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 5;

THENCE ALONG SAID SOUTH LINE, SOUTH 89°09'25" WEST, 2.72 FEET, MORE OR LESS, TO THE WEST RIGHT-OF-WAY LINE OF CHAMBERS ROAD, AS PLATTED IN STONEGATE FILING NO. 16; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE, SOUTH 10°56'08"WEST, 383.96 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, AND ALONG THE PROPOSED SOUTHERLY RIGHT-OF-WAY LINE OF A FUTURE FRONTAGE ROAD, THE FOLLOWING TWO (2) COURSES:

- 1) NORTH 79°03'15"WEST, 191.23 FEET;
- 2) ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A DELTA OF 32°59'23", A RADIUS OF 1251.04 FEET, AN ARC OF 720.32 FEET, AND A CHORD WHICH BEARS NORTH 62°32'28"WEST, 710.41 FEET TO THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 5;

THENCE ALONG SAID SOUTH LINE, SOUTH 89°09'25" WEST, 112.21 FEET TO THE **POINT OF BEGINNING** OF THIS DESCRIPTION, CONTAINING 44.35 ACRES, MORE OR LESS.

DEDICATION STATEMENT

THE UNDERSIGNED, BEING ALL THE OWNERS, MORTGAGEES, BENEFICIARIES OF DEEDS OF TRUST AND HOLDERS OF OTHER INTERESTS OF THE LANDS DESCRIBED HEREIN, HAVE LAID OUT, SUBDIVIDED AND PLATTED SAID LANDS INTO LOTS, TRACTS, BLOCKS, STREETS AND EASEMENTS AS SHOWN HEREON UNDER THE NAME AND SUBDIVISION OF **CHAMBERS HIGH POINT FILING NO. 1**. THE UTILITY EASEMENTS AS SHOWN HEREON ARE HEREBY DEDICATED FOR PUBLIC UTILITIES AND CABLE COMMUNICATION SYSTEMS AND OTHER PURPOSES AS SHOWN HEREON. THE ENTITIES ARE RESPONSIBLE FOR PROVIDING THE UTILITY SERVICES FOR WHICH THE EASEMENTS ARE ESTABLISHED ARE HEREBY GRANTED THE PERPETUAL RIGHT OF INGRESS AND EGRESS FROM AND TO ADJACENT PROPERTIES FOR INSTALLATION, MAINTENANCE AND REPLACEMENT OF UTILITY LINES AND RELATED FACILITIES. THE OWNERS OF THE LANDS DESCRIBED HEREIN ARE RESPONSIBLE FOR THE MAINTENANCE AND OPERATION OF DRAINAGE EASEMENTS SHOWN HEREON AND RELATED FACILITIES, AS PROVIDED IN THE STORM DRAINAGE AND ENVIRONMENTAL CRITERIA MANUAL, AS AMENDED. THE UNDERSIGNED GRANTS THE TOWN OF PARKER A PERPETUAL RIGHT OF INGRESS AND EGRESS FROM AND TO ADJACENT PROPERTY TO MAINTAIN, OPERATE AND RECONSTRUCT THE DRAINAGE EASEMENTS AND RELATED FACILITIES COVERED BY CHAPTER 4.08 OF THE PARKER MUNICIPAL CODE, AS AMENDED; AND TO MAINTAIN, OPERATE AND RECONSTRUCT THE DRAINAGE EASEMENTS AND RELATED FACILITIES NOT COVERED BY CHAPTER 4.08 OF THE PARKER MUNICIPAL CODE AS AMENDED, WHEN THE OWNER(S) FAIL TO ADEQUATELY MAINTAIN SUCH DRAINAGE EASEMENTS AND RELATED FACILITIES, WHICH MAINTENANCE, OPERATION AND RECONSTRUCTION SHALL BE AT THE COST OF THE OWNER(S). ALL PUBLIC STREETS AND RIGHTS-OF-WAY SHOWN HEREON ARE DEDICATED AND CONVEYED TO THE TOWN OF PARKER, COLORADO, IN FEE SIMPLE ABSOLUTE, FOR PUBLIC USES AND PURPOSES. DRAINAGE AND DETENTION EASEMENTS AS SHOWN HEREON ARE HEREBY DEDICATED TO THE TOWN. THE TOWN IS HEREBY GRANTED THE PERPETUAL RIGHT OF INGRESS AND EGRESS FROM AND TO THE ADJACENT PROPERTIES FOR CONSTRUCTION, REPAIR, MAINTENANCE, OPERATION AND REPLACEMENT OF STORM SEWERS AND DRAINAGE FACILITIES. THE UNDERSIGNED GRANTS TO THE TOWN A SIGHT EASEMENT(S) AS SHOWN HEREON WITHIN THE SUBDIVISION TO MAINTAIN ADEQUATE SIGHT DISTANCE AT ALL ROADWAY INTERSECTIONS AS PROVIDED BY THE TOWN OF PARKER ROADWAY DESIGN AND CONSTRUCTION CRITERIA MANUAL, AS AMENDED. THE TOWN IS HEREBY GRANTED THE PERPETUAL RIGHT OF INGRESS AND EGRESS ACROSS ALL LOTS AND TRACTS WITHIN THE SUBDIVISION TO REMOVE ANY OBSTRUCTION TO THE PROPER SIGHT DISTANCE, INCLUDING, BUT NOT LIMITED TO, ANY STRUCTURE, FENCE, UTILITY BOX, RAISED MEDIAN AND LANDSCAPING, AT THE SOLE COST AND EXPENSE OF THE OWNER OF THE LOT AND/OR TRACT UPON WHICH SUCH OBSTRUCTION IS SITUATED. THE OWNERS OR ADJACENT PROPERTY OWNERS OF THE LANDS ARE RESPONSIBLE FOR THE MAINTENANCE AND OPERATION OF SIGHT EASEMENTS SHOWN HEREON. WHEN THE OWNER(S) OR ADJACENT OWNERS FAIL TO ADEQUATELY MAINTAIN SUCH SIGHT EASEMENTS, THE MAINTENANCE, OPERATION AND RECONSTRUCTION SHALL BE AT THE COST OF THE OWNER(S).

ACKNOWLEDGEMENT

THE UNDERSIGNED, BEING ALL THE OWNERS, MORTGAGEES, BENEFICIARIES OF DEEDS OF TRUST AND HOLDERS OF OTHER INTERESTS OF THE LANDS DESCRIBED HEREIN, HEREBY ACKNOWLEDGE THAT ANY SUBDIVISION APPROVAL OBTAINED BY THE TOWN OF PARKER DOES NOT OBLVIATE SAID UNDERSIGNED'S NEED OR RESPONSIBILITY TO COMPLY WITH THE REQUIREMENTS OF THE ENDANGERED SPECIES ACT OF 1973, 16 U.S.C. §1 531, ET SEQ. , AS AMENDED, OR WITH ANY OTHER APPLICABLE FEDERAL, STATE OR LOCAL LAWS OR REGULATIONS.

OWNER: COMPARK 190 LLC

BY: _____ TITLE: _____

ATTEST: _____
SECRETARY

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF

_____, 20____, BY _____ AND BY

_____,

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC _____
MY COMMISSION EXPIRES: _____

SHEET INDEX	
SHEET	DESCRIPTION
1	COVER SHEET
2	BOUNDARY/LOTS/TRACTS
3	EXISTING EASEMENTS
4	NEW EASEMENTS

PLAT NOTES

1. THE TOWN COUNCIL OF THE TOWN OF PARKER HEREBY ESTABLISHES THE FOLLOWING LEGISLATIVE CONDITION TO THE APPROVAL OF THIS MINOR DEVELOPMENT PLAT TO PROMOTE THE PROMPT, EFFICIENT AND COST EFFECTIVE RESOLUTION OF DISPUTES PERTAINING TO THE DEVELOPMENT OF THE PROPERTY AS A MULTI-FAMILY PROJECT, EXCLUDING ANY PROPERTY OWNED BY THE TOWN (THE "PROPERTY"), FOR THE PURPOSE OF ENCOURAGING AND FOSTERING THE DEVELOPMENT OF AFFORDABLE HOUSING IN THE TOWN AND THE CONSTRUCTION OF OWNER-OCCUPIED MULTI-FAMILY DEVELOPMENTS IN THE TOWN.

2. AS A LEGISLATIVE CONDITION TO THE TOWN COUNCILS APPROVAL OF THIS MINOR DEVELOPMENT PLAT THE FOLLOWING CLAIMS INVOLVING THE PROPERTY SHALL BE SUBMITTED TO BINDING ARBITRATION IN LIEU OF SUBMITTING ANY SUCH CLAIM TO A COURT OF LAW:

3. ANY AND ALL CLAIMS (1) THAT ARE BETWEEN ANY TWO OR MORE OF THE FOLLOWING PERSONS OR ENTITIES: (A) ANY OWNER OF ANY PORTION OF THE PROPERTY, (B) ANY COMMON INTEREST COMMUNITY ASSOCIATION CREATED WITH RESPECT TO THE PROPERTY, (C) THE SUBDIVIDER, DEVELOPER OR ANYONE CLAIMING UNDER OR THROUGH ANY SUCH PERSONS, (D) ANY PARTY THAT CONSTRUCTS OR DESIGNS ANY PORTION OF ANY RESIDENTIAL DWELLING UNITS UPON THE PROPERTY, AND (E) ANY CONSTRUCTION PROFESSIONAL AS DEFINED IN THE CONSTRUCTION DEFECT ACTION REFORM ACT, C.R.S. § 13-80-802.5, ET SEQ. , AS AMENDED ("CADARA"), AND (2) THAT PERTAINS TO ANY OF (A) THE PROPERTY, (B) ANY DWELLING UNIT OR OTHER IMPROVEMENTS CONSTRUCTED ON THE PROPERTY OR COMMON AREA DEVELOPMENT STRUCTURE, (C) THE COMMON INTEREST COMMUNITY TO BE CREATED FOR THE PROPERTY OR ANY PORTION THEREOF, OR (D) THE DECLARATION OR OTHER DOCUMENTS GOVERNING SUCH COMMUNITY.

4. THE LEGISLATIVE CONDITION SHALL NOT PRECLUDE ANY OF THE PERSONS OR ENTITIES DESCRIBED ABOVE FROM ENDEAVORING TO RESOLVE ANY SUCH CLAIM(S) THROUGH EITHER NEGOTIATION OR MEDIATION BEFORE SUBMITTING SUCH CLAIM TO BINDING ARBITRATION. ADDITIONALLY, THE PROPERTY MAY ALSO BE SUBJECT TO A DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS THAT MAY IMPLEMENT AND EXPAND UPON THE REQUIREMENTS OF THIS PLAT NOTE AND THAT MAY EXEMPT CERTAIN CLAIMS FROM THE REQUIREMENT THAT SUCH CLAIMS MUST BE SUBMITTED TO BINDING ARBITRATION, INCLUDING CLAIMS BROUGHT TO FORECLOSE LIENS FILED AS A PART OF THE CONSTRUCTION PROCESS, CLAIMS BROUGHT BY A COMMON INTEREST COMMUNITY ASSOCIATION TO RECOVER UNPAID ASSESSMENTS PAYABLE TO SUCH ASSOCIATION OR TO OBTAIN A TEMPORARY RESTRAINING ORDER OR INJUNCTION FROM A COURT OF LAW PROHIBITING A VIOLATION OF SUCH COVENANTS, CONDITIONS AND RESTRICTIONS; PROVIDED; HOWEVER, THAT ANY SUBSEQUENT AMENDMENT OR CHANGE TO SUCH DECLARATION OF COVENANTS, CONDITIONS OR RESTRICTION SHALL NOT ELIMINATE THE REQUIREMENT THAT THE CLAIMS DESCRIBED IN THIS PLAT NOTE, INCLUDING CONSTRUCTION DEFECT CLAIMS, AS MORE PARTICULARLY DEFINED BY THE CADARA, SHALL BE SUBMITTED TO BINDING ARBITRATION IN LIEU OF SUBMITTING ANY SUCH CLAIM TO A JUDICIAL PROCEEDING.

5. FOR PURPOSES OF THIS PLAT NOTE, BINDING ARBITRATION SHALL MEAN SUBMISSION OF ANY CLAIM DESCRIBED ABOVE BE SUBMITTED TO A SINGLE ARBITRATOR WHO MUST BE, AT A MINIMUM, A RETIRED COLORADO STATE DISTRICT COURT JUDGE OR FEDERAL DISTRICT COURT JUDGE OR THROUGH THE USE OF SUCH ORGANIZATION THAT SUCH RETIRED JUDGE MAY BE A MEMBER OF, INCLUDING SUCH ORGANIZATIONS AS THE JUDICIAL ARBITER GROUP OR ITS SUCCESSORS. IN SUCH ARBITRATION, THE COSTS AND EXPENSES OF ARBITRATION SHALL BE BORNE EQUALLY BY THE PARTIES AND SHALL BE CONDUCTED UTILIZING SUCH RULES OF PROCEDURE AS THE ARBITRATOR MAY REASONABLY ADOPT TO PROMOTE THE EFFICIENT AND ECONOMICAL RESOLUTION OF ANY SUCH CLAIM.

6. ALL FUTURE PURCHASERS OF ANY INTEREST IN THE PROPERTY ARE DEEMED TO HAVE ACCEPTED AND AGREED TO THE TERMS AND CONDITIONS OF THIS PLAT NOTE, WHICH IS RECORDED IN THE DOUGLAS COUNTY CLERK AND RECORDERS OFFICE AND IS DEEMED TO BE A COVENANT RUNNING WITH THE PROPERTY.

7. INFORMATION REGARDING EASEMENTS AND RIGHTS-OF-WAY WAS OBTAINED FROM TITLE COMMITMENT ORDER NUMBER ABJ70732273, PREPARED BY LAND TITLE GUARANTEE COMPANY, DATED JULY 9, 2021 AS PROVIDED BY COMPARK 190, LLC. THIS INFORMATION DOES NOT INDICATE A TITLE SEARCH BY IMEG CORP.

8. THE LANDS PLATTED HEREON, WITHIN SECTION 5, ARE SUBJECT TO THE ARAPAHOE COUNTY PUBLIC AIRPORT AUTHORITY AVIGATION AND HAZARD EASEMENT: "... ABOVE GRANTOR'S PROPERTY ABOVE A MEAN SEA LEVEL 5850 FEET, TO AN INFINITE HEIGHT ..." RECORDED IN BOOK 418 AT PAGE 436.

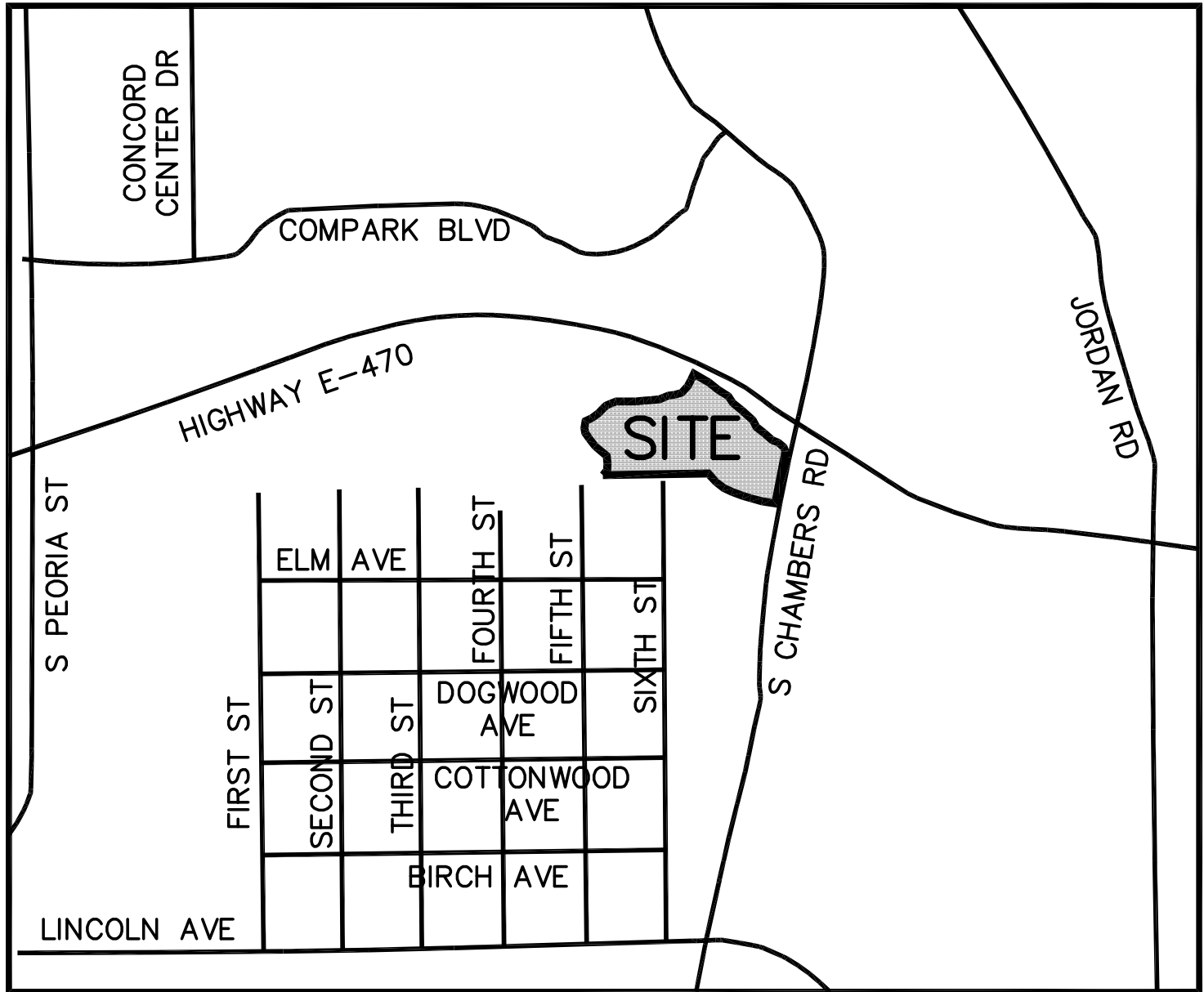
9. THE LANDS PLATTED HEREON ARE SUBJECT TO THE ARAPAHOE COUNTY PUBLIC AIRPORT AUTHORITY'S AIRPORT INFLUENCE AREA, PER DOUGLAS COUNTY BOARD OF COMMISSIONERS RESOLUTION NO. R-82-34, RECORDED IN BOOK 440 AT PAGE 204 AND IN BOOK 465 AT PAGE 324.

10. THE LANDS PLATTED HEREON, WITHIN SECTION 8, ARE SUBJECT TO THE AVIGATION AND HAZARD EASEMENT GRANTED UNTO ARAPAHOE COUNTY PUBLIC AIRPORT, RECORDED IN BOOK 545 AT PAGE 650.

11. BASIS OF BEARINGS: THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN WHICH IS ASSUMED TO BEAR SOUTH 87°49'36" WEST FROM THE SOUTHEAST CORNER OF SAID SECTION 6, AS MONUMENTED BY A 3.25" ALUMINUM CAP MARKED WITH PLS # 12405, TO THE SOUTH QUARTER CORNER OF SAID SECTION 6, AS MONUMENTED BY A 3.25" ALUMINUM CAP MARKED WITH PLS # 12405.

12. ACCESS EASEMENTS ARE HEREBY GRANTED OVER ALL PRIVATE ENTRANCES AND INTERNAL ROADWAYS WITHIN THE DEVELOPMENT FOR THE BENEFIT OF ALL CURRENT AND FUTURE OWNERS OF THIS PROPERTY FOR INGRESS, EGRESS AND TRAFFIC CIRCULATION. SHOULD THIS PROPERTY BE SUBDIVIDED INTO ADDITIONAL LOTS, ALL SUCH LOTS SHALL HAVE THE RIGHT TO USE ALL SUCH ENTRANCES AND ROADWAYS FOR PUBLIC ACCESS PURPOSES.

TRACT SUMMARY TABLE					
TRACT	AREA (SQ. FT)	AREA (AC.)	PURPOSE	OWNERSHIP	MAINTENANCE
A	292,958	6.725	OPEN SPACE/COMMUNITY SEPARATION BUFFER	METRO DISTRICT	METRO DISTRICT
B	312,536	7.175	OPEN SPACE/COMMUNITY SEPARATION BUFFER & DRAINAGE	METRO DISTRICT	METRO DISTRICT
C	6,735	0.155	PRIVATE OPEN SPACE	METRO DISTRICT DIRECTORS	METRO DISTRICT
D	3,219	0.074	FLOODPLAIN/PUBLIC OPEN SPACE	METRO DISTRICT DIRECTORS	METRO DISTRICT
E	287	0.007	PRIVATE OPEN SPACE	METRO DISTRICT DIRECTORS	METRO DISTRICT
F	19,066	0.438	STREET RIGHT-OF-WAY	TOWN OF PARKER	TOWN OF PARKER
TOTALS	634,801 SQ. FT.	14.574 ACRES			



VICINITY MAP

SCALE 1"= 2000

PLAT NOTES (CONTINUED)

13. NO CERTIFICATES OF OCCUPANCY, TEMPORARY OR OTHERWISE WILL BE ISSUED UNTIL ALL PUBLIC IMPROVEMENTS AND NECESSARY ONSITE IMPROVEMENTS ARE COMPLETED AND ACCEPTED IN WRITING BY THE TOWN.

14. NO CERTIFICATES OF OCCUPANCY, TEMPORARY OR OTHERWISE SHALL BE ISSUED UNTIL THE LANDSCAPING IS INSTALLED AND APPROVED BY THE TOWN OR AS OTHERWISE ALLOWED IN THE LAND DEVELOPMENT CODE.

15. PRIVATE ACCESS DRIVES/ROADWAYS MUST BE CONSTRUCTED PRIOR TO THE ISSUANCE OF TEMPORARY CERTIFICATE OF OCCUPATION AND/OR CERTIFICATE OF OCCUPANCY FOR ANY DEVELOPMENT OCCURRING ON PROPERTY SHOWN HEREIN.

16. PROPERTIES IN THIS PLAT IS SUBJECT TO A PERPETUAL, NON-EXCLUSIVE CROSS PARKING EASEMENT FOR THE SHARED USE OF ALL PARKING SPACES SITUATED WITH THE PROPERTY SHOWN HEREIN. THE OWNER OF EACH LOT SHALL KEEP AND MAINTAIN THE PARKING SPACES CONTAINED WITHIN THERE RESPECTIVE LOT IN A COMMERCIALY REASONABLE CONDITION AND STATE OF REPAIR.

17. WITHIN THE SIGHT TRIANGLES, AS SHOWN, LIMITED LANDSCAPING SHALL BE ALLOWED BUT NO SOLID STRUCTURES OR TREES WILL BE PERMITTED. SOLID STRUCTURES SHALL INCLUDE, BUT NOT BE LIMITED TO, FENCES, MAILBOXES, AND UTILITY BOXES. LANDSCAPING WITHIN THE SIGHT TRIANGLES WILL BE LIMITED TO SHRUBS AND PLANTINGS THAT AT MATURITY WILL BE NO TALLER THAN TWO FEET. LANDSCAPING WITHIN THE SIGHT TRIANGLE SHALL BE MAINTAINED BY THE PROPERTY OWNER OR APPROPRIATE ASSOCIATION.

18. A BLANKET DRAINAGE EASEMENT IS HEREBY DEDICATED TO THE TOWN OF PARKER OVER AND ACROSS TRACT B FOR THE PURPOSE OF ACCESSING, MAINTAINING, AND REPAIRING STORMWATER MANAGEMENT IMPROVEMENTS INCLUDING, BUT NOT LIMITED TO, INLETS, PIPES, CULVERTS, CHANNELS, DITCHES, HYDRAULIC STRUCTURES, RIPRAP, DETENTION BASINS, FOREBAYS, MICROPOOLS, AND WATER QUALITY FACILITIES IN THE EVENT THAT THE PROPERTY OWNER FAILS TO SATISFACTORILY MAINTAIN OR REPAIR SAID FACILITIES.

19. THE UNDERSIGNED HEREBY DEDICATES SIDEWALK EASEMENTS AS SHOWN FOR PUBLIC SIDEWALK PURPOSES. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR MAINTAINING ALL SIDEWALK ADJACENT TO THE PROPERTY IN GOOD CONDITION AND FREE FROM HAZARD. THE UNDERSIGNED GRANTS THE TOWN THE PERPETUAL RIGHTS OF INGRESS AND EGRESS UPON THE PROPERTY FOR THE OPERATION, MAINTENANCE, AND RECONSTRUCTION OF THE PUBLIC SIDEWALK WHEN THE OWNER FAILS TO MAINTAIN SUCH PUBLIC SIDEWALK, WHICH MAINTENANCE, OPERATION AND RECONSTRUCTION SHALL BE AT THE COST OF THE OWNER(S). THE TOWN SHALL ALSO HAVE THE RIGHT TO REMOVE AN OBSTRUCTION THAT WOULD ADVERSELY AFFECT THE OPERATION AND MAINTENANCE OF THE SIDEWALK, AS DETERMINED BY THE TOWN.

20. DIMENSIONS SHOWN HEREON ARE IN U.S. SURVEY FEET.

SURVEYOR CERTIFICATION

I, MICHAEL C. CREGGER, A PROFESSIONAL LAND SURVEYOR LICENSED TO PRACTICE LAND SURVEYING IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SURVEY OF CHAMBERS HIGHPOINT FILING NO. 1 WAS MADE BY ME OR DIRECTLY UNDER MY SUPERVISION ON OR ABOUT THE _____ DAY OF _____, 20____, AND THAT THE SURVEY IS BASED UPON MY KNOWLEDGE, INFORMATION AND BELIEF THAT ALL MONUMENTS EXIST AS SHOWN HEREON; IT HAS BEEN PREPARED IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE, THAT MATHEMATICAL CLOSURE ERRORS ARE LESS THAN 1:50,000 (SECOND ORDER); AND THAT SAID PLAT HAS BEEN PREPARED IN FULL COMPLIANCE WITH ALL APPLICABLE LAWS OF THE STATE OF COLORADO DEALING WITH MONUMENTS, SUBDIVISIONS OR SURVEYING OF LAND AND ALL PROVISIONS, WITHIN MY CONTROL, OF THE TOWN SUBDIVISION REGULATIONS. THIS SURVEY IS NOT A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED, AND THE ACCOMPANYING PLAT ACCURATELY AND PROPERLY SHOWS SAID MINOR DEVELOPMENT PLAT AND THE SURVEY THEREOF.

I ATTEST THE ABOVE ON THIS _____ DAY OF _____, 20____.

MICHAEL C. CREGGER P.L.S. #22564
FOR AND ON BEHALF OF IMEG CORPORATION

TOWN COUNCIL

THIS PLAT WAS APPROVED BY THE TOWN COUNCIL AND/OR, WHERE APPLICABLE, THE PLANNING DIRECTOR AND DIRECTOR OF ENGINEERING OF THE TOWN OF PARKER, COLORADO, ON THE _____ DAY OF

20____, FOR FILING. THE DEDICATIONS ARE HEREBY ACCEPTED.

ALL EXPENSES INCURRED WITH RESPECT TO IMPROVEMENTS FOR ALL UTILITY SERVICES, PAVING, GRADING, CURBS, GUTTER, SIDEWALKS, ROAD LIGHTING, ROAD SIGNS, FLOOD PROTECTION DEVICES, DRAINAGE STRUCTURES AND ALL OTHER IMPROVEMENTS THAT MAY BE REQUIRED SHALL BE THE RESPONSIBILITY OF THE SUBDIVIDER AND NOT THE TOWN OF PARKER. THE TOWN SHALL ONLY ACCEPT MAINTENANCE OF THE ROADWAY IMPROVEMENTS AFTER CONSTRUCTION HAS BEEN COMPLETED, AND AFTER THE WARRANTY PERIOD, IN ACCORDANCE WITH TOWN REGULATIONS.

THIS ACCEPTANCE DOES NOT GUARANTEE THAT THE SOIL CONDITIONS, SUBSURFACE GEOLOGY, GROUNDWATER CONDITIONS OR FLOODING CONDITIONS OF ANY LOT SHOWN HEREON ARE SUCH THAT A BUILDING PERMIT WILL BE ISSUED.

MAYOR, TOWN OF PARKER

ATTEST: _____
TOWN CLERK

PLANNING COMMISSION CERTIFICATE

THIS PLAT WAS REVIEWED BY THE PLANNING COMMISSION ON _____

PLANNING DIRECTOR, ON BEHALF OF THE PLANNING COMMISSION

TITLE VERIFICATION

WE LAND TITLE GUARANTEE COMPANY, A QUALIFIED TITLE INSURANCE COMPANY, DO HEREBY CERTIFY THAT WE HAVE EXAMINED THE TITLE OF ALL LAND PLATTED HEREON AND THAT TITLE TO SUCH LAND IS IN THE DEDICATOR(S) FREE AND CLEAR OF ALL LIENS, TAXES AND ENCUMBRANCES, EXCEPT AS FOLLOWS:

BY: _____ TITLE: _____

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____, 20____,

BY _____.

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

CLERK AND RECORDER'S CERTIFICATE

STATE OF COLORADO)

_____)SS

COUNTY OF DOUGLAS)

I HEREBY CERTIFY THAT THIS PLAT WAS FILED IN MY OFFICE ON THIS _____

DAY OF _____, 20____, AT _____ A.M./P.M AND WAS

RECORDED AT RECEPTION NUMBER _____

DOUGLAS COUNTY CLERK AND RECORDER

SURVEYOR/ENGINEER:
IMEG CORP
7600 E. ORCHARD RD,
SUITE 250-S
GREENWOOD VILLAGE, CO 80111
(303) 792-0557

OWNER/DEVELOPER:
COMPARK 190 LLC
4600 S ULSTER #1400
DENVER, CO 80237

REVISED: AUGUST 26, 2021
REVISED: MAY 25, 2021
REVISED: MARCH 11, 2021
REVISED: JANUARY 24, 2020

CHAMBERS HIGH POINT FILING NO. 1
SHEET 1 OF 4



PART OF THE SW 1/4 SEC. 5, THE SE 1/4 SEC. 6 &
NW 1/4 SEC. 8, T.6 S., R. 66 W. OF 6TH P.M.,
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO

SHEET 2 OF 4

STREET, LOT & TRACT CURVE DATA		
C7 D=813'04" R=715.00' L=102.55' C=S28S33°44'E 102.46'	C11 D=3'52'22" R=200.00' L=13.52' C=N79°27'18"E 13.52'	C15 D=2'04'35" R=1126.04' L=40.81' C=N40°17'06"E 40.81'
C8 D=5'20'59" R=825.00' L=77.03' C=S27°27'42"E 77.00'	C12 D=5'38'09" R=200.00' L=19.67' C=N84°12'34"E 19.66'	C16 D=37'42'43" R=1126.04' L=71.164' C=N60°01'45"E 727.85'
C9 D=7'44'20" R=715.00' L=96.57' C=N29°08'06"W 96.50'	C13 D=3'26'16" R=200.00' L=12.00' C=N88°44'46"E 12.00'	C17 D=14'27'36" R=945.00' L=238.50' C=N32°01'00"W 237.86'
C10 D=0'28'44" R=715.00' L=5.98' C=N25°01'34"W 5.98'	C14 D=0'10'45" R=2913.21' L=9.13' C=S59°55'45"E 9.13'	C18 D=0°01'11"06" R=945.00' L=19.52' CB=S38°39'19" 19.52'



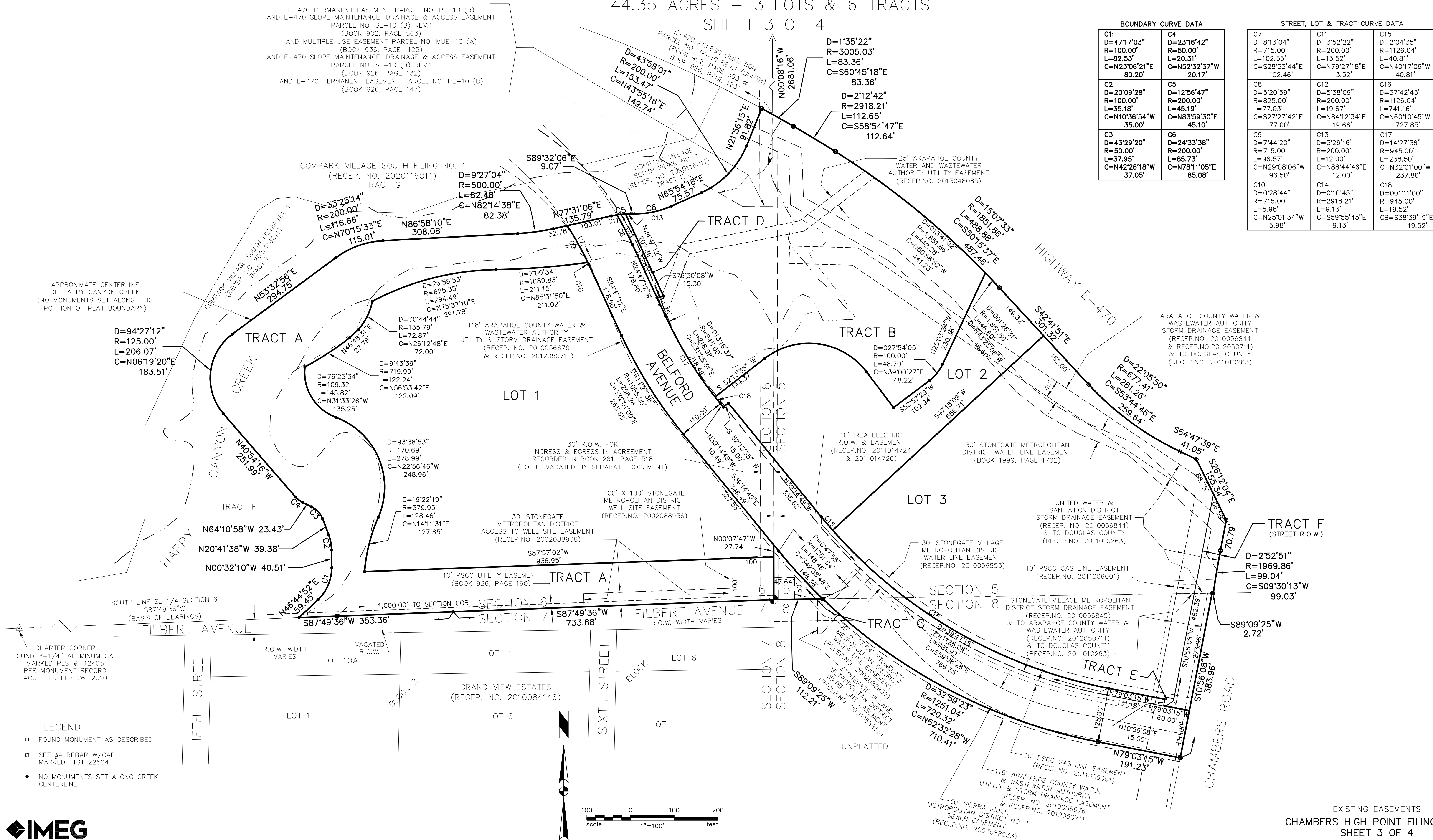
LAND AREA SUMMARY		
TYPE	AREA (SQ.FT.)	AREA (AC.)
LOTS	1,070,531	24.576
STREETS R.O.W.	245,692	5.640
PUBLIC OPEN SPACE	608,713	13.974
PRIVATE OPEN SPACE	7,022	0.161
TOTALS	1,931,958 SQ. FT.	44.351 ACRES

CHAMBERS HIGH POINT FILING NO. 1

PART OF THE SW 1/4 SEC. 5, THE SE 1/4 SEC. 6 &
NW 1/4 SEC. 8, T.6 S., R. 66 W. OF 6TH P.M.,
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO

44.35 ACRES – 3 LOTS & 6 TRACTS

SHEET 3 OF 4



CHAMBERS HIGH POINT FILING NO. 1

PART OF THE SW 1/4 SEC. 5, THE SE 1/4 SEC. 6 &
NW 1/4 SEC. 8, T.6 S., R. 66 W. OF 6TH P.M.,
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO

44.35 ACRES – 3 LOTS & 6 TRACTS

SHEET 4 OF 4

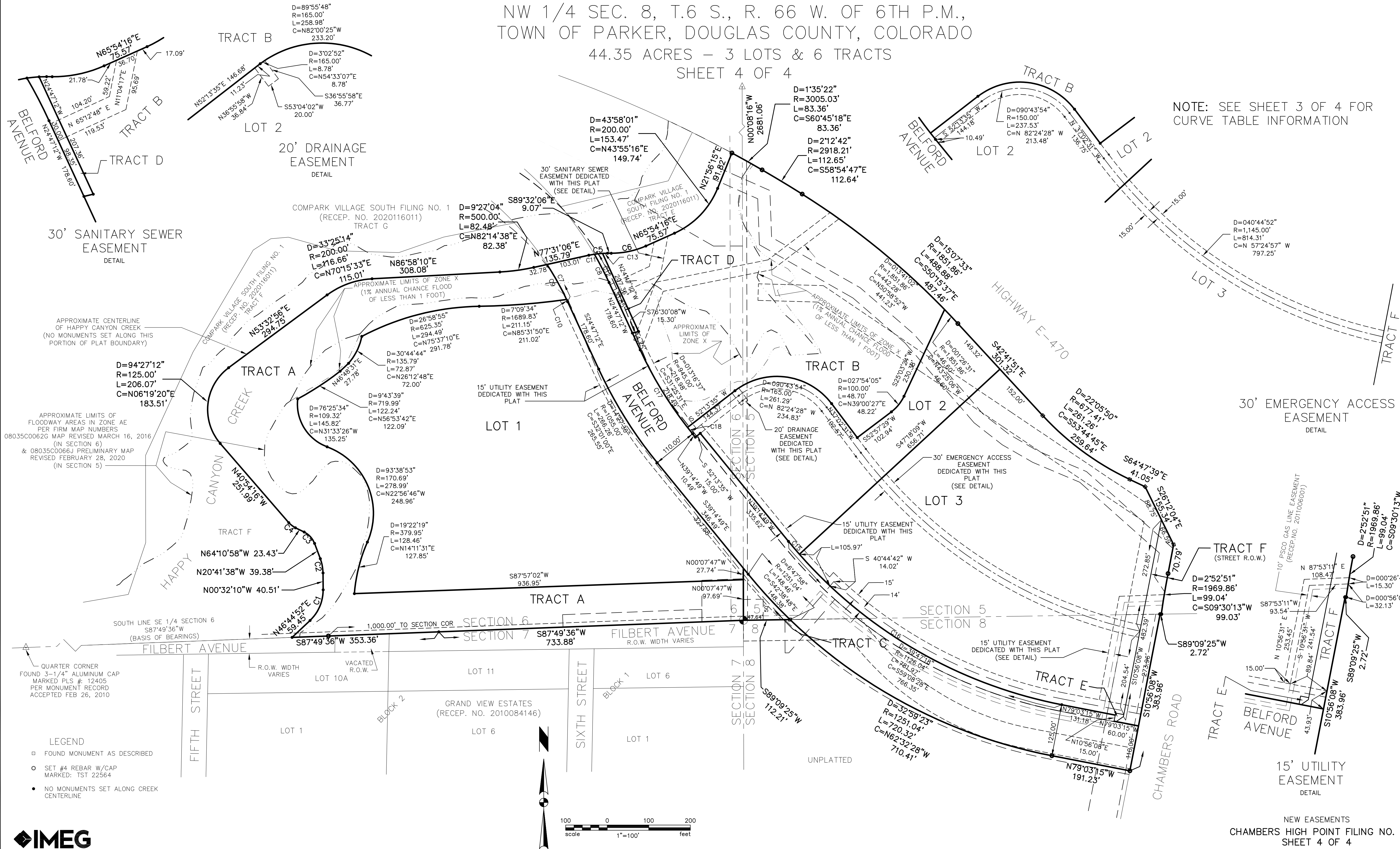




EXHIBIT C
Engineers Public Improvement Cost Estimate
CHAMBERS HIGH POINT
Date 1/04/2022

Earthwork

No.	Description	Quantity	Unit	Unit Cost	Total Cost
1	Clearing and Grubbing	5.40	AC	\$33,900	\$183,060
2	Earthwork	6,750	C.Y.	\$6	\$40,500
Earthwork Sub Total					\$223,560

Street Improvements

No.	Item	Quantity	Unit	Unit Cost	Project Cost
3	Subgrade Preparation	20,121	S.Y.	\$5	\$100,605
4	Asphalt Pavement (12-Inch)	882	TON	\$85	\$74,963
5	Aggregate Base Course (ABC 12-Inch)	6,707	CY	\$9	\$60,363
6	Curb & Gutter (2' Pan)	4,679	L.F.	\$23	\$107,617
7	Median/Spill Curb & Gutter (1' Pan)	2,683	L.F.	\$20	\$53,660
8	Midblock Curb Ramp	1	E.A	\$2,500	\$2,500
9	Diagonal Curb Ramp	2	E.A	\$6,200	\$12,400
10	Directional Curb Ramp Type 1	6	E.A	\$4,500	\$27,000
11	Directional Ramp Type 2	4	E.A	\$5,300	\$21,200
12	Driveway Concrete access	907	SF	\$18	\$16,326
13	Concrete Sidewalk 4" thick	22,189	S.F.	\$8	\$183,059
14	Raised Median Concrete	4,279	S.F.	\$8	\$34,232
15	Construction Traffic Control	1	L.S.	\$65,000	\$65,000
16	Driveway Cut	2	E.A	\$1,200	\$2,400
17	Trench Drain	3,313	LF	\$18	\$59,634
18	Remove Existing Curb/Guter	1,562	L.F.	\$8	\$12,496
SUBTOTAL					\$833,455

Striping

19	Striping Epoxy Pavement Marking	9,393	L.F.	\$1	\$9,393
20	Crosswalk Bar 2'x10'	48	E.A	\$250	\$12,000
21	Stop Bar - 2' wide	71	L.F.	\$25	\$1,775
22	Arrows	14	E.A	\$250	\$3,500
SUBTOTAL					\$26,668

Signage

23	Ground Signs	15	Each	\$750	\$11,250
24	Street Name Signs	4	Each	\$750	\$3,000
25	Class III Barricade	2	Each	\$870	\$1,740
26	Signal at Belford and Chambers	1	EA.	\$350,000	\$350,000
SUBTOTAL					\$365,990

Drainage and Stormwater Improvements

No.	Item	Quantity	Unit	Unit Cost	
27	18" RCP	58	L.F.	\$75	\$4,350
28	30" RCP	24	L.F.	\$100	\$2,400
29	36" RCP	103	L.F.	\$125	\$12,875
30	42" RCP	263	L.F.	\$170	\$44,710
31	48" RCP	191	L.F.	\$170	\$32,470
32	Concrete Headwall	1	EA.	\$12,000	\$12,000
33	Channel Outfall	1	EA.	\$3,500	\$3,500
34	72" I.D. Storm Sewer Manhole	5	EA.	\$12,000	\$60,000
35	10' Type 'R' Inlet	1	EA.	\$9,000	\$9,000
36	15' Type R Inlet	3	EA.	\$14,000	\$42,000



Engineers Public Improvement Cost Estimate

CHAMBERS HIGH POINT

Date 1/04/2022

37	20' Type R Inlet	1	EA.	\$18,000	\$18,000
38	Type 'D' Inlet	1	EA.	\$7,500	\$7,500
39	Concrete Trickle Channel (4' x 6")	408	L.F.	\$122	\$49,776
40	Concrete Emergency Overflow Weir	1	EA.	\$15,000	\$15,000
41	Outlet Structure w/ Micropool	1	EA.	\$18,000	\$18,000
42	Forebay	3	EA.	\$14,000	\$42,000
43	Class 6 Roadbase	116	CY	\$175	\$20,371
				SUBTOTAL	\$393,952

Improvement Agreements

44	1/2 Bridge (Belford Avenue) (Offsite)	1.0	L.S.	\$1,008,000	\$1,008,000
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Public Improvements Subtotal **\$2,851,626**

Construction Contingency (10%)	\$285,163
Mobilization (5%)	\$142,581
Surveying (3%)	\$85,549
Construction Management & Testing (12%)	\$342,195

Public Improvement Total **\$3,707,113**

Security at 110% **\$4,077,825**

EXHIBIT D

FINANCIAL GUARANTEE AGREEMENT

THIS FINANCIAL GUARANTEE AGREEMENT (the "Agreement") is entered into this _____ day of _____, 20____, by and between the Town of Parker, a Colorado home rule municipality (the "Town"), and _____ (the "Developer").

RECITALS

WHEREAS, the Town and the Developer have entered into that certain Subdivision Agreement (the "Subdivision Agreement") dated _____, 20____, concerning that certain real property known as _____, which is more particularly described in **Exhibit A**, which is attached to the Subdivision Agreement (the "Property"); and

WHEREAS, pursuant to the Subdivision Agreement, the Developer has agreed to install and complete at its expense certain Public Improvements (as that term is defined in the Subdivision Agreement) on the Property and to provide the Town with a financial guarantee, in an amount equal to one hundred ten percent (110%) of the costs of the Public Improvements naming the Town as the designated beneficiary, to secure the performance and completion of the Public Improvements.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which is hereby acknowledged and confessed, the parties hereto covenant and agree as follows:

1. Purpose. The purpose of this Agreement is to provide for a financial guarantee to the Town for the performance and completion of the Public Improvements described in the Subdivision Agreement and, accordingly, to supplement the terms and conditions of the Subdivision Agreement. Defined terms within the Subdivision Agreement shall have the same meaning when used herein.

2. Financial Guarantee. In order to secure the performance and completion of the Public Improvements, the Developer agrees to deposit with the Town the sum of _____ Dollars (\$ _____), which represents one hundred ten percent (110%) of the estimated cost of the Public Improvements (the "Financial Guarantee Funds"). All Financial Guarantee Funds shall be deposited in the Town's General Fund. The Town shall not be required to pay the Developer any interest on the Financial Guarantee Funds.

The estimated costs of the Public Improvements shall be a figure mutually agreed upon by the Developer and the Town's Director of Engineering/Public Works. If, however, they are unable to agree, the Director of Engineering/Public Works' estimate shall govern after giving consideration to information provided by the Developer including, but not limited to, construction contracts and engineering estimates. The purpose of the cost estimate is solely to determine the amount of the financial guarantee. No representations are made as to the accuracy of these estimates, and the Developer agrees to pay the actual costs of all such Public Improvements.

The estimated costs of the Public Improvements may increase in the future. Accordingly, the Town reserves the right to review and adjust the cost estimate prior to the issuance of any grading permit for the Property and on an annual basis thereafter. Adjusted cost estimates will be made according to changes in the Construction Costs Index as published by the *Engineering News Record* or based upon actual construction bids, as determined by the Town in the exercise of its sole discretion. If the Town adjusts the cost estimate for the Public 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 new funds in the amount of the adjusted cost estimates. If the Developer refuses or fails to so provide the Town with additional Financial Guarantee Funds, the Town may exercise the remedies provided for in paragraph 6 of the Subdivision Agreement; provided, however, that prior to increasing the amount of additional Financial Guarantee Funds required, the Town shall give credit to the Developer for all required Public Improvements which have actually been completed so that the amount of Financial Guarantee Funds required at any time shall relate to the cost of required Public Improvements not yet constructed.

3. Release of Financial Guarantee Funds.

a. The Developer intends to enter into several different contracts with different contractors to install the Public Improvements. It is the intent of the parties hereto that Financial Guarantee Funds will be released as work is completed on each individual contract. In the event the Public Improvements are not constructed or completed within the period of time specified by paragraph 9 of the Subdivision Agreement or a written extension of time mutually agreed upon by the parties to this Agreement, the Town may draw on the Financial Guarantee Funds to complete the Public Improvements called for in this Agreement.

b. The Financial Guarantee Funds are to be used solely and exclusively for the completion of the Public Improvements. The Town will disburse up to ninety percent (90%) of the estimated cost of the Public Improvements as progress payments according to the schedule of values attached as **Exhibit 1** and incorporated by this reference (the "Schedule of Values"), upon the Developer's satisfaction of the following draw requirements:

1. The Developer delivers an application to the Town (which includes a certification signed by the Developer of the percentage of the total Public Improvements completed according to the Schedule of Values), which application will be made no more than once per month and shall be tied to progress toward the completion of the Public Improvements, as identified in the application (the "Application").

2. Upon receipt of the Application, the Town shall have thirty (30) calendar days within which to provide written acknowledgement from the Director of Engineering/Public Works or designee of the Town that the Application may be paid, partially paid or denied. The Town's affirmation and payment will not constitute approval by the Town of the completion and/or acceptance of Public Improvements, or any portion thereof. Such acknowledgement shall not be unreasonably denied or withheld by the Town and shall be given if the Public Improvements described in the Application are completed in accordance with the construction plans approved by the Town.

3. The Town shall have no obligation to provide probationary acceptance of the Public Improvements, until all of the Public Improvements are completed and all deficiencies, of any type, including, but not limited to, maintenance, materials or workmanship, that are identified by the Director of Engineering/Public Works at the final inspection are corrected (regardless of the cause of the deficiency).

4. Upon the Town's probationary acceptance of the Public Improvements, the Developer has the option of substituting a letter of credit for twenty percent (20%) of the cost of the Public Improvements that the Town is holding for the two-year warranty period, as described in the Subdivision Agreement, in a form and from a financial institution acceptable to the Town.

c. That portion of the Financial Guarantee Funds which represents twenty percent (20%) of the estimated costs of the Public Improvements shall be retained by the Town during the two-year warranty period described in the Subdivision Agreement. At the end of the warranty period and upon final acceptance by the Town, the remaining Financial Guarantee Funds shall be released to the Developer. The Town may draw on the Financial Guarantee Funds during the warranty period to correct any problems with the Public Improvements which have not been corrected by the Developer, as provided by the Subdivision Agreement.

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

5. 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.

6. 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.

7. 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.

8. 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, 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 (2) constructions, one of which would render the provision void, and the other which would render the provision valid, then the provisions shall have the meaning which renders it valid.

9. 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.

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

Notice to Developer: _____

With a copy to: _____

11. 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.

12. 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 individual(s) that the undersigned individuals(s) has or have full power and authority to enter into this Financial Guarantee Agreement. The Developer and the undersigned individual(s) understand that the Town is relying on such representations and warranties in entering into this Agreement.

13. Conflict with Subdivision Agreements. In the event there is a conflict between the language contained within the Financial Guarantee Agreement and the language contained within the Subdivision Agreement, the language contained in the Subdivision Agreement shall control.

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

TOWN OF PARKER, COLORADO

By: _____
John Fussa, Community Development Director

By: _____
Tom Williams, Director of Engineering/Public Works

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Town Attorney's Office

DEVELOPER: [COMPANY NAME HERE]

By: _____
[Sign on line↑]

[Please print name, title on line↑]

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 LIST

Exhibit A Legal Description of the Property

Exhibit 1 Schedule of Values

EXHIBIT E

Henry Design Group, Inc.

Chambers High Point - Filing 1

Landscape Improvements Opinion of Cost

Date: 8/30/2021

No.	Item	Quantity	Size	Unit	Unit Cost	Total Cost
1	Deciduous Shade Tree	47	2.5" cal	EA	\$660.00	\$31,020
2	Ornamental Tree	10	2" cal	EA	\$500.00	\$5,000
3	Deciduous Shrub	820	5 gal	EA	\$27.00	\$22,140
4	Evergreen Shrub	286	5 gal	EA	\$39.00	\$11,154
5	Perennial & Ornamental Grass	575	1 gal	EA	\$17.00	\$9,775
6	Sod with Prep & Irrigation	28,998		SF	\$1.75	\$50,747
7	Cedar Fiber Mulch with Installation 3" Depth	381		CU YD	\$45.00	\$17,145
8	Drip Irrigation	41,158		SF	\$0.35	\$14,405
9	Native Seed with Prep & Irrigation	4,328		SF	\$0.85	\$3,679
10	Landscape Steel Edging	367		LF	\$3.00	\$1,101
Sub-Total						\$166,166
15% Contingency						\$24,925
Total						\$191,090
110% SIA Total						\$210,199

EXHIBIT F

Henry Design Group, Inc.
Chambers High Point - Filing 1
Landscape Improvements Opinion of Cost

Date: 8/30/2021

No.	Item	Quantity	Size	Unit	Unit Cost	Total Cost
Open Space 1						
1	Ornamental Tree	7	2" cal	EA	\$500.00	\$3,500
2	Evergreen Tree	118	6' ht	EA	\$525.00	\$61,950
3	Deciduous Shrub	149	5 gal	EA	\$27.00	\$4,023
4	Evergreen Shrub	10	5 gal	EA	\$39.00	\$390
5	Perennial & Ornamental Grass	35	1 gal	EA	\$17.00	\$595
6	Native Seed with Prep & Irrigation	72,949		SF	\$0.85	\$62,007
SUBTOTAL						\$132,465

Open Space 2						
1	Ornamental Tree	7	2" cal	EA	\$500.00	\$3,500
2	Evergreen Tree	7	6' ht	EA	\$525.00	\$3,675
3	Deciduous Shrub	27	5 gal	EA	\$27.00	\$729
4	Native Seed with Prep & Irrigation	10,135		SF	\$0.85	\$8,615
SUBTOTAL						\$16,519

Sub-Total	\$148,983
15% Contingency	\$22,348
Total	\$171,331
110% SIA Total	\$188,464

EXHIBIT G

Henry Design Group, Inc. Chambers High Point - Filing 1 Landscape Improvements Opinion of Cost

Date: 8/30/2021

No.	Item	Quantity	Size	Unit	Unit Cost	Total Cost
1	Ornamental Tree	7	2" cal	EA	\$500.00	\$3,500
2	Deciduous Shrub	165	5 gal	EA	\$27.00	\$4,455
3	Evergreen Shrub	66	5 gal	EA	\$39.00	\$2,574
4	Perennial & Ornamental Grass	209	1 gal	EA	\$17.00	\$3,553
5	Cedar Fiber Mulch with Installation 3" Depth	52		CU YD	\$45.00	\$2,340
6	Drip Irrigation	5,574		SF	\$0.35	\$1,951
7	Street Light Fixture	6		SF	\$5,000.00	\$30,000
Sub-Total						\$48,373
15% Contingency						\$7,256
Total						\$55,629
110% SIA Total						\$61,192

EXHIBIT H**Henry Design Group, Inc.****Chambers High Point - Filing 1****Date:** 10/5/1926**Landscape Improvements Opinion of Cost****Exhibit H - E-470 Area**

No.	Item	Quantity	Size	Unit	Unit Cost	Total Cost
Open Space 1						
1	Deciduous Shrub	34	5 gal	EA	\$27.00	\$918
2	Evergreen Shrub	8	5 gal	EA	\$39.00	\$312
3	Perennial & Ornamental Grass	20	1 gal	EA	\$17.00	\$340
4	Sod with Prep & Irrigation	1,473		SF	\$1.75	\$2,578
5	Cedar Fiber Mulch with Installation 3" Depth	18		CU YD	\$45.00	\$810
6	Drip Irrigation	2,020		SF	\$0.35	\$707
7	Landscape Steel Edging	73		LF	\$3.00	\$219
SUBTOTAL						\$5,884
15% Contingency						\$883
Total						\$6,766
110% SIA Total						\$7,443

FIRST AMENDMENT TO SUBDIVISION AGREEMENT
Compark Village South Filing No. 1

THIS FIRST AMENDMENT (the “First Amendment”) is made this _____ day of _____, 20____, by and between the Town of Parker, a Colorado home rule municipality (the “Town”), and Compark South III LLC, a Colorado limited liability company (the “Developer”), as successor in interest to Compark South LLC.

RECITALS:

A. The Town and 470 Compark LLC, entered into the Subdivision Agreement for Compark Village South Filing No. 1 on June 15, 2020, which was recorded on November 25, 2020, at Reception No. 2020116012 (the “Agreement”).

B. 470 Compark LLC, assigned its interest to the Agreement to Compark South LLC, pursuant to the Assignment and Assumption Agreement dated November 25, 2020, which was recorded on November 25, 2020, at Reception No. 2020116266.

C. The Developer is the successor in interest to Compark South LLC, pursuant to the Assignment and Assumption Agreement dated _____, 2022, which was recorded on _____, 2022, at Reception No. 2022_____.

D. Compark South LLC and the Town entered into that certain Financial Guarantee Agreement dated November 25, 2020 (the “Previous FGA”) pursuant to the terms of the Agreement.

E. The Town and the Developer desire to amend Exhibit C-1 (“Replacement Exhibit C-1”), Exhibit C-2 (“Replacement Exhibit C-2”), and the Previous FGA to remove costs of offsite improvements that will be constructed by Compark 190, LLC, as part of the development of the project known as Chambers Highpoint.

F. The Town and Developer further desire to amend Paragraph 4. Specific Conditions, of the Agreement to include two additional conditions regarding improvements and a traffic signal at the intersection of Chambers Road and Belford Avenue.

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 to the First Amendment as follows:

Section 1. Paragraph 2. Agreements and Other Requirements., subparagraph c., is amended to read as follows:

c. In addition to the Project IGA, the Developer has agreed, as a part of this Agreement, to construct Belford Avenue between Peoria Street and the east

property line, including the necessary bridge over Happy Canyon Creek, in two (2) segments. The first segment, described in Replacement Exhibit C-1, which is attached hereto and incorporated by this reference, will be completed by June 30, 2022 (the “Segment 1”). The second segment, described in Replacement Exhibit C-2, which is attached hereto and incorporated by this reference, will be completed by December 31, 2022 (the “Segment 2”).

Section 2. Paragraph 4. Specific Conditions, is amended to include the following additional conditions:

g. Prior to the recordation of this First Amendment, the Developer shall pay to the Town the sum of Four Hundred Two Thousand Two Hundred Fifty-Seven and 05/100 Dollars (\$402,257.05), which payment is 50% of the necessary improvements to Chambers Road, including a deceleration, acceleration, and northbound left turn lane at the intersection of Chambers Road and Belford Avenue. Alternatively, this condition shall be considered satisfied if, prior to recordation of this First Amendment, Developer and the developer of Chambers Highpoint (Compark 190, LLC) provide to the Town, in a form approved by the Town Attorney, a signed and notarized letter stating that this reimbursement has been made.

h. Prior to the recordation of this First Amendment, the Developer shall pay to the Town One Hundred Seventy-Five Thousand and 00/100 Dollars (\$175,000), which payment is 50% of the cost to design and construct the traffic signal at the intersection of Chambers Road and Belford Avenue. Alternatively, this condition shall be considered satisfied if, prior to recordation of this First Amendment, Developer and the developer of Chambers Highpoint (Compark 190, LLC) provide to the Town, in a form approved by the Town Attorney, a signed and notarized letter stating that this reimbursement has been made.

Section 3. The Previous FGA shall be amended to incorporate Replacement Exhibits C-1 and C-2 into the Schedule of Values (as defined in the Previous FGA). The amount of the cash security provided by the Developer pursuant to the terms of the Previous FGA, as amended, may be reduced by the Town based on the most recent Town-approved Pay Application for the Previous FGA. Upon satisfaction of the following conditions, any financial security held by the Town in excess of the requirements of the Previous FGA, as amended, shall be returned to Compark South LLC:

1. The amendment to the Previous FGA, in a form approved by the Town Attorney, has been executed by the Developer and received by the Town.
2. All payments which are required to be made to the Town pursuant to this First Amendment have been received by the Town.
3. This First Amendment has been fully executed, received by the Town and recorded in the public records of Douglas County.

4. The Subdivision Agreement Chambers Highpoint Filing No. 1 between the Town and Compark 190, LLC, has been fully executed, received by the Town and recorded in the public records of Douglas County.
5. The plat for Chambers Highpoint Filing No. 1 has been fully executed and recorded in the public records of Douglas County.
6. The financial guarantee, which is to be provided to the Town pursuant to the terms and conditions of the Subdivision Agreement Chambers Highpoint Filing No. 1 between the Town and Compark 190, LLC, has been received by the Town.
7. All payments which were required to be made to the Town pursuant to the Subdivision Agreement Chambers Highpoint Filing No. 1 between the Town and Compark 190, LLC, have been received by the Town.

Section 4. Recitals to this First Amendment are incorporated herein by this reference.

Section 5. The Town and the Developer acknowledge and agree that the Agreement has not been amended, except as provided in this First Amendment.

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

TOWN OF PARKER, COLORADO

By: _____
Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Town Attorney's Office

**DEVELOPER: COMPARK SOUTH III LLC, a
Colorado limited liability company**

By: _____

[Signer Name/Title]

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____,
20____, by _____, as _____
of Compark South III LLC.

My commission expires: _____.

(SEAL)

Notary Public

CONSENT OF COMPARK SOUTH LLC

Compark South LLC hereby consents to Section 3 of this First Amendment.

**DEVELOPER: COMPARK SOUTH LLC, a
Colorado limited liability company**

By: _____
Andrew R. Klein, Manager

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____,
2022, by Andrew R. Klein, as Manager of Compark South LLC.

My commission expires: _____.

SEAL

Notary Public

Compark Village South Filing No. 1
SIA Summary
(Half Section of Belford, Peoria to Happy Canyon Bridge)

Item Number	1/20/2022 Item Description	Subtotal
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STREET IMPROVEMENT COSTS

1	Compark South Filing 1 Road and Drainage (SEGMENT 1)	\$8,544,932
2	Compark Village South, Belford C.1 Road and Drainage (SEGMENT 2)	\$4,177,238

TOTALS **\$12,722,170**

The opinion of probable construction costs for Compark Village South, Filing No. 1 was based on approximate quantity estimates for general Earthwork, utility work, concrete structural work, revegetation, and miscellaneous work based on the Final Road & Storm Drainage Construction Plans Prepared by Manhard Consulting, latest revision dated December 2016 and TTG, latest revision dated November 2017

Quantities were multiplied by current construction industry prices.

The opinion of probable costs shown, and any resulting conclusions on project financial or economic feasibility or funding requirements, have been prepared for guidance in project evaluation and implementation from the information available at the time the opinion was prepared. The final costs of the project and resulting feasibility will depend on actual labor and material costs, competitive market conditions, actual site conditions, final project scope, implementation schedule, continuity of personnel and engineering, and other variable factors. As a result, the project costs will vary from the opinion of the probable costs presented herein.

REPLACEMENT EXHIBIT C-1
ESTIMATED COSTS OF THE
SEGMENT 1 PUBLIC IMPROVEMENTS

EXHIBIT C
COMPARK VILLAGE SOUTH, FILING NO. 1
ROAD AND DRAINAGE
SEGMENT 1

November 14, 2019

Item Number	Item Description	Estimated Quantity	Unit	Estimated Unit Cost	Subtotal
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I. STORM SEWER SYSTEM IMPROVEMENTS**A. Storm Laterals - Belford Ave**

1	Type-R Inlet - 10'	7	Each	\$8,226.35	\$57,584
2	Type-R Inlet - 15'	5	Each	\$9,352.72	\$46,764
3	Type C Inlet	2	Each	\$3,270.00	\$6,540
4	Type D Inlet	2	Each	\$3,832.18	\$7,664
5	18" RCP	121	L.F.	\$52.47	\$6,349
6	24" RCP	438	L.F.	\$76.77	\$33,625
7	30" RCP	1,812	L.F.	\$104.36	\$189,094
8	36" RCP	889	L.F.	\$104.36	\$92,773
9	42" RCP	98	L.F.	\$146.06	\$14,314
10	60" RCP (Offline Pond)	1,448	L.F.	\$240.00	\$347,520
11	5' Manhole (Offline Pond)	9	Each	\$6,500.00	\$58,500
12	Box Base Manhole (Offline Pond)	7	Each	\$12,000.00	\$84,000
13	6' Manhole	3	Each	\$6,976.00	\$20,928
14	6' CDS3035-6-C Water Quality Structure	1	Each	\$42,619.00	\$42,619
15	8' Diversion Bypass Manhole	2	Each	\$16,132.00	\$32,264
16	24" FES	2	Each	\$2,195.66	\$4,391
17	30" FES	3	Each	\$2,430.02	\$7,290
18	36" FES	8	Each	\$2,961.62	\$23,693
19	42" FES	1	Each	\$3,052.00	\$3,052
20	Swale (5' Wide)	117	L.F.	\$1.91	\$223
21	Swale (12' Wide)	570	L.F.	\$1.96	\$1,118
22	Swale (17' Wide)	597	L.F.	\$2.78	\$1,659
23	Type L Soil Rip Rap Lining for Swale	1,170	C.Y.	\$65.40	\$76,518
24	Type M Soil Rip Rap Lining for Swale	57	C.Y.	\$76.30	\$4,349
25	Grouted Boulder Lining for 5' Swale	44	C.Y.	\$273.10	\$12,016
26	Type L Rip Rap at FES	44	C.Y.	\$65.40	\$2,878
27	Offline Water Quality / Detention Pond	1	Each	\$102,179.00	\$102,179

SUBTOTAL \$1,279,906**B. East Water Quality Pond (Cordillera)**

1	Type M Soil Rip Rap (at Overflow Weir)	323	C.Y.	\$76.30	\$24,645
2	Concrete Trickle Channel (4' Wide x 6" Deep)	80	L.F.	\$44.80	\$3,584
3	14' Maintenance Trail (8" Thick Crushed Granite)	85	L.F.	\$16.49	\$1,402
4	14' Maintenance Trail (12" Thick Crushed Granite)	23	L.F.	\$24.72	\$569
5	Reinforced Concrete Forebay (13' x 18')	1	Each	\$4,163.80	\$4,164
6	Outlet Structure (Structure, Initial Surcharge, Micropool, WQ Plate)	1	Each	\$11,065.68	\$11,066
7	18" RCP	64	L.F.	\$52.47	\$3,358
8	18" RCP FES w/ Cutoff Wall	1	Each	\$1,691.08	\$1,691
9	Type L Rip-Rap Low Tailwater Basin	8	C.Y.	\$65.40	\$523
10	Concrete Emergency Overflow Weir	1	Each	\$5,540.47	\$5,540
11	Detailed Pond Grading	1	Each	\$3,992.67	\$3,993

SUBTOTAL \$60,534

C. West Water Quality Pond (Cordillera)

1	Type M Soil Rip Rap (at Overflow Weir)	276	C.Y.	\$76.30	\$21,059
2	Concrete Trickle Channel (4' Wide x 6" Deep)	68	L.F.	\$44.80	\$3,046
3	14' Maintenance Trail (8" Thick Crushed Granite)	174	L.F.	\$16.49	\$2,870
4	14' Maintenance Trail (12" Thick Crushed Granite)	14	L.F.	\$24.72	\$346
5	Reinforced Concrete Forebay (13' x 16')	1	Each	\$4,163.80	\$4,164
6	Outlet Structure (Structure, Initial Surcharge, Micropool, WQ Plate)	1	Each	\$11,065.68	\$11,066
7	18" RCP	56	L.F.	\$52.47	\$2,938
8	18" RCP FES w/ Cutoff Wall	1	Each	\$1,691.08	\$1,691
9	Type L Rip-Rap Low Tailwater Basin	8	C.Y.	\$65.40	\$523
10	Emergency Overflow Weir	1	Each	\$5,540.47	\$5,540
11	Detailed Pond Grading	1	Each	\$3,992.67	\$3,993

SUBTOTAL \$57,236**D. Green Acres Tributary Improvements**

1	Earthwork to Create Realigned Channel (cut)	293,025	C.Y.	\$2.00	\$586,050
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SUBTOTAL \$586,050**II. STREET IMPROVEMENTS****A. Belford Ave (Peoria Street - 10' Past Third KB Homes Entrance)**

1	24' Temporary Construction Access Road - 8" Thickness	7,520	S.Y.	\$10.46	\$78,689
2	Cattle Guard	1	Each	\$1,962.00	\$1,962
3	Subgrade Preparation (2' Behind Back of Curb)	33,413	S.Y.	\$3.27	\$109,261
4	Asphalt Pavement (7" HMA/17" ABC)	25,900	S.Y.	\$55.81	\$1,445,427
5	6" Vertical Curb & Gutter	6,568	L.F.	\$13.94	\$91,565
6	4' Shoulder (8" Class 6 Road Base)	2,900	S.Y.	\$10.59	\$30,725
7	Delineator Posts @ 300' O.C.	16	Each	\$82.30	\$1,317
8	Signage	17	Each	\$708.50	\$12,045
9	Striping 8" White	6,000	L.F.	\$0.55	\$3,270
10	Skip Striping 4" White	493	L.F.	\$0.55	\$269
11	Striping 4" White	7,276	L.F.	\$0.55	\$3,965
12	Striping 4" Single Yellow	1,461	L.F.	\$0.55	\$796
13	Striping 4" Double Yellow	6,303	L.F.	\$0.55	\$3,435
14	8" Wide Yellow Cross Hatching @ 25'	380	L.F.	\$0.55	\$207
15	8" Wide White Cross Hatching @ 25'	60	L.F.	\$0.55	\$33
16	Cross Pan	136	S.Y.	\$60.56	\$8,236
17	Double Corner Pedestrian Ramp Including Curb Return	8	Each	\$1,705.85	\$13,647
18	Collector Trench Drain	6,700	L.F.	\$16.62	\$111,371
19	Cleanouts	44	Each	\$381.71	\$16,795
20	Street Lights	12	Each	\$8,720.00	\$104,640
21	Std. Stock Fence	6,500	L.F.	\$3.38	\$21,964
22	5' Detached Concrete Sidewalk	16,445	S.F.	\$4.63	\$76,181
23	Subgrade Preparation for Sidewalk	2,558	S.Y.	\$3.27	\$8,365

SUBTOTAL \$2,144,164**B. Peoria Street Intersection**

1	CLEARING AND GRUBBING	1	LS	\$5,450.00	\$5,450
2	REMOVAL OF BARRICADE	1	EA	\$545.00	\$545
3	REMOVAL OF PAVEMENT MARKING	2904	SF	\$2.18	\$6,331
4	REMOVAL OF SIGN PANEL	3	EA	\$76.30	\$229
5	REMOVAL OF GROUND SIGN	3	EA	\$98.10	\$294
6	REMOVAL OF TRAFFIC SIGNAL EQUIPMENT	1	LS	\$8,720.00	\$8,720
7	REMOVAL OF FENCE	710	LF	\$8.72	\$6,191
8	REMOVAL OF CURB AND GUTTER	1349	LF	\$10.90	\$14,704
9	REMOVAL OF CONCRETE PAVEMENT	709	SY	\$17.44	\$12,365
10	REMOVAL OF LIGHT STANDARD	5	EA	\$436.00	\$2,180
11	REMOVAL OF LIGHT STANDARD FOUNDATION	5	EA	\$599.50	\$2,998
12	REMOVAL OF PULL BOX	5	EA	\$272.50	\$1,363
13	REMOVAL OF INLET	1	EA	\$1,090.00	\$1,090
14	EMBANKMENT MATERIAL (COMPLETE-IN-PLACE)	6324	CY	\$4.36	\$27,573
15	OVEREXCAVATION (COMPLETE-IN-PLACE)	5374	CY	\$2.82	\$15,171
16	POTHOLES	24	HR	\$272.50	\$6,540
17	STOCKPILE TOPSOIL	1192	CY	\$2.82	\$3,365
18	TOPSOIL	491	CY	\$5.45	\$2,676
19	INLET PROTECTION	74	LF	\$10.90	\$807
20	CONCRETE WASHOUT STRUCTURE	1	EA	\$1,090.00	\$1,090
21	VEHICLE TRACKING CONTROL	2	EA	\$1,090.00	\$2,180
22	SILT FENCE	230	LF	\$2.18	\$501
23	SEDIMENT CONTROL LOG (12 INCH)	670	LF	\$2.18	\$1,461
24	SEDIMENT REMOVAL AND DISPOSAL	10	HR	\$218.00	\$2,180
25	EROSION CONTROL SUPERVISOR	11.25	DAY	\$190.75	\$2,146
26	RESET SIGN PANEL	3	EA	\$218.00	\$654
27	RESET PULL BOX	2	EA	\$981.00	\$1,962
28	MODIFY MANHOLE	4	EA	\$817.50	\$3,270
29	ADJUST VALVE BOX	4	EA	\$272.50	\$1,090

30	RESET TRAFFIC SIGNAL EQUIPMENT	1	LS	\$8,175.00	\$8,175
31	SEEDING (NATIVE)	1.5	AC	\$1,362.50	\$2,044
32	MULCHING (WEED FREE STRAW)	1.5	AC	\$1,362.50	\$2,044
33	AGGREGATE BASE COURSE (CLASS 6)	1570	CY	\$43.60	\$68,452
34	HOT MIX ASPHALT (GRADING S)(75)(PG 64-22)	460	TON	\$81.75	\$37,605
35	HOT MIX ASPHALT (GRADING SX)(75)(PG 64-22)	230	TON	\$103.55	\$23,817
36	EMULSIFIED ASPHALT (SLOW-SETTING)	417	GAL	\$4.36	\$1,818
37	CONCRETE PAVEMENT (9 INCH)	4687	SY	\$54.50	\$255,442
38	GROUTED RIPRAP (12 INCH)	50	CY	\$163.50	\$8,175
39	INLET TYPE R L 5 (5 FOOT)	1	EA	\$5,995.00	\$5,995
40	TRENCH DRAIN (PERFORATED)	555	LF	\$17.17	\$9,528
41	CONSTRUCTION FENCE	1155	LF	\$2.18	\$2,518
42	FENCE BARBED WIRE WITH METAL POSTS	850	LF	\$3.38	\$2,872
43	CONCRETE SIDEWALK (6 INCH)	191	SY	\$43.60	\$8,328
44	CONCRETE CURB RAMP	40	SY	\$163.50	\$6,540
45	HIGH SPEED MOUNTABLE CURB AND GUTTER	352	LF	\$17.44	\$6,139
46	VERTICAL CURB AND GUTTER	252	LF	\$14.99	\$3,777
47	MEDIAN CURB AND GUTTER	216	LF	\$14.99	\$3,237
48	MEDIAN COVER MATERIAL (4 INCH PATTERNED CONCRETE)	645	SF	\$21.80	\$14,061
49	DELINEATOR (TYPE I)	6	EA	\$27.25	\$164
50	COMMON TRENCH	50	LF	\$10.90	\$545
51	COMMON BORE	295	LF	\$16.35	\$4,823
52	PVC CONDUIT 2" (WITHIN COMMON BORE OR TRENCH)	435	LF	\$4.36	\$1,897
53	PULL BOX (TYPE I)	1	EA	\$981.00	\$981
54	PULL BOX (TYPE II)	4	EA	\$872.00	\$3,488
55	SIGN PANEL (CLASS I)	123	SF	\$23.98	\$2,950
56	SIGN PANEL (CLASS II)	58	SF	\$32.70	\$1,897
57	STEEL SIGN POST (2x2 INCH TUBING)	123	LF	\$19.62	\$2,413
58	TRAFFIC SIGNAL LIGHT POLE, 50' MAST ARM	1	EA	\$31,610.00	\$31,610
59	TRAFFIC SIGNAL LIGHT POLE, 60' MAST ARM	2	EA	\$38,150.00	\$76,300
60	TRAFFIC SIGNAL LIGHT POLE, 65' MAST ARM	1	EA	\$41,420.00	\$41,420
61	TRAFFIC SIGNAL HEAD, 3-SECTION, 12" LENSES	10	EA	\$981.00	\$9,810
62	TRAFFIC SIGNAL HEAD, 3-SECTION, 12" LENSES "ARROW"	11	EA	\$981.00	\$10,791
63	PEDESTRIAN HEAD (16-INCH) (COUNTDOWN)	2	EA	\$708.50	\$1,417
64	PEDESTRIAN PUSH BUTTONS	2	EA	\$981.00	\$1,962
65	INTERSECTION DETECTION SYSTEM (CAMERA)	4	EA	\$8,502.00	\$34,008
66	OPTICOM GTT 762 CARD	2	EA	\$1,090.00	\$2,180
67	OPTICOM GTT 722 HEAD	2	EA	\$3,052.00	\$6,104
68	TRAFFIC SIGNAL CONTROLLER CABINET MODIFICATIONS	1	LS	\$2,725.00	\$2,725
69	SANITARY FACILITY	1	EA	\$2,180.00	\$2,180
70	PAVEMENT MARKING PAINT (WATERBORNE)	47	GAL	\$87.20	\$4,098
71	METHYL METHACRYLATE PAVEMENT MARKING (WORD-SYMBOL)	290	SF	\$32.70	\$9,483
72	METHYL METHACRYLATE PAVEMENT MARKING (XWALK-STOP LINE)	736	FS	\$32.70	\$24,067
73	TRAFFIC SIGNAL (TEMPORARY)	1	LS	\$10,900.00	\$10,900
74	CONSTRUCTION TRAFFIC CONTROL	1	LS	\$27,250.00	\$27,250
75	UTILITY RELOCATIONS	1	LS	\$163,500.00	\$163,500

SUBTOTAL \$1,084,652

III. GREEN ACRES TRIBUTARY CROSSING IMPROVEMENTS

76	Architectural Box Culvert	1	Each	\$16,350.00	\$16,350
77	Wing walls for ABC	2	Each	\$38,150.00	\$76,300
78	Guard Rail	56	L.F.	\$130.80	\$7,325
79	11' x 28' Arch Culvert with Headwalls, Wing walls	1	Each	\$361,880.00	\$361,880
80	Install 11' x 28' Arch Culvert with Headwalls, Wing walls	1	Each	\$104,640.00	\$104,640
81	Retaining Wall at Belford Ave Culvert (NE)	622	V.S.F.	\$31.53	\$19,614
82	Retaining Wall at Belford Ave Culvert (NW)	421	V.S.F.	\$31.53	\$13,276
83	Retaining Wall at Belford Ave Culvert (SE)	276	V.S.F.	\$31.53	\$8,703
84	Retaining Wall at Belford Ave Culvert (SW)	2,172	V.S.F.	\$31.53	\$68,491
85	Grouted Boulder/Rip Rap at Arch Outflow (1)	-		-	
	*Grading for Run Down	3,340	SF	\$0.44	\$1,456
	*4 oz. Fabric at Run Down	3,340	SF	\$0.41	\$1,383
	*4" Layer - Type 2 Bedding	60	TN	\$29.43	\$1,766
	*Grouted Boulders	500	TN	\$163.50	\$81,750

SUBTOTAL \$762,934

PUBLIC IMPROVEMENTS SUBTOTAL \$5,975,477

MOBILIZATION:

1	Mobilization @ 5%				\$298,774
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SURVEYING:

1	Surveying @ 3%				\$179,264
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CONSTRUCTION MANAGEMENT / TESTING:

1	Construction Management / Testing @ 12%				\$717,057
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CONTINGENCY:

1	Contingency @ 10%				\$597,548
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SUBTOTAL \$1,792,643

PUBLIC IMPROVEMENTS TOTAL \$7,768,120

LETTER OF CREDIT AT 110% \$8,544,932

The opinion of probable construction costs for Compark Village South, Filing No. 1 was based on approximate quantity estimates for general Earthwork, utility work, concrete structural work, revegetation, and miscellaneous work based on the Final Road & Storm Drainage Construction Plans Prepared by Manhard Consulting, latest revision dated June 2016

Quantities were multiplied by current construction industry prices.

The opinion of probable costs shown, and any resulting conclusions on project financial or economic feasibility or funding requirements, have been prepared for guidance in project evaluation and implementation from the information available at the time the opinion was prepared. The final costs of the project and resulting feasibility will depend on actual labor and material costs, competitive market conditions, actual site conditions, final project scope, implementation schedule, continuity of personnel and engineering, and other variable factors. As a result, the project costs will vary from the opinion of the probable costs presented herein.

REPLACEMENT EXHIBIT C-2
ESTIMATED COSTS OF THE
SEGMENT 2 PUBLIC IMPROVEMENTS

EXHIBIT C
COMPARK VILLAGE SOUTH, BELFORD C.1
ROAD AND DRAINAGE
SEGMENT 2

November 14, 2019

Item Number	Item Description	Estimated Quantity	Unit	Estimated Unit Cost	Subtotal
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I. STORM SEWER SYSTEM IMPROVEMENTS**A. Storm Laterals - Belford Ave**

1	Type-R Inlet - 10'	4	Each	\$5,190.47	\$20,762
2	Type-D Inlet - (Modified 10' Type R Inlet)	2	Each	\$5,190.47	\$10,381
3	Type-R Inlet - 15'	1	Each	\$5,740.81	\$5,741
4	18" RCP	735	L.F.	\$51.99	\$38,215
5	24" RCP	143	L.F.	\$70.63	\$10,100
6	36" RCP	83	L.F.	\$135.38	\$11,236
7	4' Manhole	1	Each	\$3,150.97	\$3,151
8	5' Manhole	1	Each	\$3,463.91	\$3,464
9	6' Manhole	1	Each	\$3,776.85	\$3,777
10	Box Base Manhole	1	Each	\$9,064.44	\$9,064

SUBTOTAL \$115,891**B. East Detention/Water Quality Pond**

1	Concrete Trickle Channel (4' Wide x 6" Deep)	131	L.F.	\$81.42	\$10,666
2	Reinforced Concrete Forebay	2	Each	\$13,963.55	\$27,927
3	10' Wide Gravel Maintenance Trail (8" Crushed Gravel)	522	L.F.	\$28.45	\$14,850
4	Outlet Structure	1	L.S.	\$49,050.00	\$49,050
5	Type M Rip Rap at Emergency Overflow	102	C.Y.	\$75.54	\$7,705
6	Concrete Emergency Overflow Weir	1	Each	\$8,595.52	\$8,596
7	Retaining Walls	1,745	V.S.F.	\$16.68	\$29,101
8	Place 4" Thick Topsoil Over Entire Pond Area	605	C.Y.	\$5.89	\$3,561
9	Temporary Irrigation	1.2	AC	\$1,716.75	\$2,060

SUBTOTAL \$153,517**II. STREET IMPROVEMENTS****A. Belford Ave (South Half from Third Residential Entrance to Happy Canyon Bridge)**

1	Subgrade Preparation (2' Behind Back of Curb)	6,930	S.Y.	\$1.46	\$10,130
2	Asphalt Pavement (7" HMA/17" ABC)	6,040	S.Y.	\$47.09	\$284,412
3	6" Vertical Curb & Gutter	1,510	L.F.	\$14.72	\$22,220
4	4' Shoulder (8" Class 6 Road Base)	705	S.Y.	\$8.83	\$6,224
5	Delineator Posts @ 200' O.C.	8	Each	\$118.70	\$950
6	Striping 8" White	1,575	L.F.	\$2.35	\$3,708
7	Striping 4" White	1,530	L.F.	\$1.18	\$1,801
8	Striping 4" Double Yellow	1,555	L.F.	\$2.35	\$3,661
9	Cross Pan	136	S.Y.	\$80.44	\$10,940
10	Double Corner Pedestrian Ramp Including Curb Return	2	Each	\$1,715.77	\$3,432
11	Collector Trench Drain	1,510	L.F.	\$15.50	\$23,405
12	Cleanouts	7	Each	\$264.87	\$1,854
13	5' Detached Concrete Sidewalk	7,300	S.F.	\$4.64	\$33,873
14	Subgrade Preparation for Sidewalk	1,140	S.Y.	\$1.46	\$1,666
15	Bridge at Happy Canyon Creek (Half Width)	7,400	S.F.	\$147.15	\$1,088,910

SUBTOTAL \$1,497,185**III. HAPPY CANYON IMPROVEMENTS****A. Cherokee Trail Crossing**

1	Removal of Pipe	3	Each	\$1,765.80	\$5,297
2	Embankment Material (Complete in Place)	34,409	C.Y.	\$2.94	\$101,266
3	Structure Excavation	420	C.Y.	\$9.81	\$4,120
4	Structure Backfill (Class 1)	217	C.Y.	\$14.72	\$3,193
5	Filter Material (Class A)	35	C.Y.	\$63.77	\$2,232
6	Topsoil	262	C.Y.	\$14.72	\$3,855
7	Temporary Stream Crossing	1	Each	\$24,525.00	\$24,525
8	Aggregate Base Course (Class 6)	112	C.Y.	\$39.24	\$4,395
9	Steel Sheet Piling (Type II)	2,510	S.F.	\$39.24	\$98,492
10	Grouted Riprap (24 inch)	25	C.Y.	\$196.20	\$4,905
11	Riprap (12 inch)	51	C.Y.	\$53.96	\$2,752
12	Soil Riprap (12 inch)	1,220	C.Y.	\$53.96	\$65,825
13	Concrete Class D (Box Culvert)	105	C.Y.	\$564.08	\$59,228
14	48 inch Reinforced Concrete Pipe (Complete in Place)	211	L.F.	\$167.75	\$35,395
15	48 inch Reinforced Concrete End Section	1	Each	\$5,935.05	\$5,935

16	Inlet Type D (10 ft)	1	Each	\$8,632.80	\$8,633
17	Concrete Sidewalk (6 in)	240	S.Y.	\$42.18	\$10,124
				25900	
				SUBTOTAL	\$440,173

B. Drop Structure No. 1

1	Filter Material (Class A)	305	C.Y.	\$63.77	\$19,448
2	Topsoil	126	C.Y.	\$14.72	\$1,854
3	Temporary Stream Crossing	1	Each	\$24,525.00	\$24,525
4	Aggregate Base Course (Class 6)	129	C.Y.	\$39.24	\$5,062
5	Steel Sheet Piling (Type II)	1,660	S.F.	\$39.24	\$65,138
6	Grouted Riprap (24 inch)	144	C.Y.	\$196.20	\$28,253
7	Riprap (24 inch)	908	C.Y.	\$68.67	\$62,352
8	Soil Riprap (12 inch)	208	C.Y.	\$53.96	\$11,223
9	Concrete Class D (Wall)	46	C.Y.	\$1,569.60	\$72,202
10	Concrete Sidewalk (6 in)	487	S.Y.	\$42.18	\$20,543
				SUBTOTAL	\$310,600

C. Drop Structure No. 2

1	Topsoil	104	C.Y.	\$34.34	\$3,571
2	Temporary Stream Crossing	1	Each	\$24,525.00	\$24,525
3	Aggregate Base Course (Class 6)	153	C.Y.	\$44.15	\$6,754
4	Steel Sheet Piling (Type II)	2,050	S.F.	\$39.24	\$80,442
5	Grouted Riprap (24 inch)	115	C.Y.	\$343.35	\$39,485
6	Soil Riprap (12 inch)	199	C.Y.	\$73.58	\$14,641
				SUBTOTAL	\$169,419

D. Drop Structure No. 3

1	Topsoil	168	C.Y.	\$34.34	\$5,768
2	Temporary Stream Crossing	1	Each	\$24,525.00	\$24,525
3	Aggregate Base Course (Class 6)	331	C.Y.	\$44.15	\$14,612
4	Steel Sheet Piling (Type II)	3,000	S.F.	\$39.24	\$117,720
5	Grouted Riprap (24 inch)	174	C.Y.	\$343.35	\$59,743
6	Soil Riprap (12 inch)	163	C.Y.	\$73.58	\$11,993
				SUBTOTAL	\$234,361

PUBLIC IMPROVEMENTS SUBTOTAL **\$2,921,146**

MOBILIZATION:

1	Mobilization @ 5%				\$146,057
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SURVEYING:

1	Surveying @ 3%				\$87,634
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CONSTRUCTION MANAGEMENT / TESTING:

1	Construction Management / Testing @ 12%				\$350,537
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CONTINGENCY:

1	Contingency @ 10%				\$292,115
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SUBTOTAL **\$876,344**

PUBLIC IMPROVEMENTS TOTAL **\$3,797,489**

LETTER OF CREDIT AT 110% **\$4,177,238**

The opinion of probable construction costs for Compark Village South, Filing No. 1 was based on approximate quantity estimates for general Earthwork, utility work, concrete structural work, revegetation, and miscellaneous work based on the Final Road & Storm Drainage Construction Plans Prepared by Manhard Consulting, latest revision dated June 2016

Quantities were multiplied by current construction industry prices.

The opinion of probable costs shown, and any resulting conclusions on project financial or economic feasibility or funding requirements, have been prepared for guidance in project evaluation and implementation from the information available at the time the opinion was prepared. The final costs of the project and resulting feasibility will depend on actual labor and material costs, competitive market conditions, actual site conditions, final project scope, implementation schedule, continuity of personnel and engineering, and other variable factors. As a result, the project costs will vary from the opinion of the probable costs presented herein.



Planning Commission Staff Report

Planning Commission Date: 1/27/2022

Town Council Date: 2/22/2022

Hearing Type: Public Hearing
Chambers High Point Filing No. 1 – Minor Development Plat

TRAKiT No(s): SUB19-048

Location: Generally located on the southwest corner of Chambers Road and E-470

Project Planner: Stacey Nerger, Planner

Applicant: Jeff Robinson, Compark 190, LLC

Executive Summary: The applicant, Compark 190, LLC, is proposing to subdivide the 44.35-acre property located at the southwest corner of E-470 and Chambers Road into 3 lots, 5 tracts, and to create the future Belford Avenue right-of-way.

Staff Recommendation: Approval

RECOMMENDED MOTION

“I move the Planning Commission recommend Town Council approve the Chambers High Point Filing No. 1 Minor Development Plat.”

ALTERNATIVE MOTIONS

“I move the Planning Commission recommend Town Council approve the Chambers High Point Filing No. 1 Minor Development Plat, subject to the following conditions:”

-List Conditions

“I move the Planning Commission recommend Town Council deny the Chambers High Point Filing No. 1 Minor Development Plat as the request does not meet the following approval criteria:”

-List criteria not met (either by staff or Planning Commission)

“I move the Planning Commission vote to continue the Chambers High Point Filing No. 1 Minor Development Plat to a future date.”

I. BACKGROUND/DISCUSSION

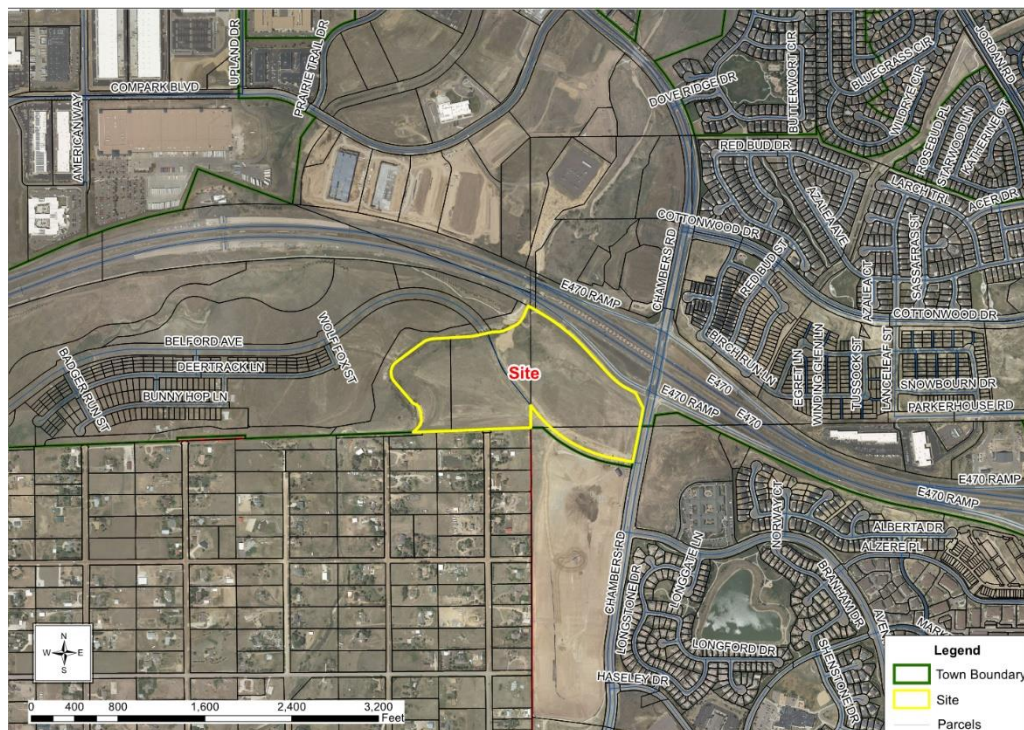
The subject property was annexed into the Town in June 2016, with a Planned Development zoning. The subject area is bounded on the north by E-470 and to the east Chambers Road. To the west of the site is the Compark Village South Planned Development which allows for a mixed of residential and commercial uses. To the south is the Grandview Estates large lot residential subdivision located within Unincorporated Douglas County.

The zoning for the property, the Chambers Highpoint PD, established three planning areas described below:

- Planning Area A - multi-family residential at 20 dwelling units per acre or continuing care community for seniors;
- Planning Area B - office/light industrial to the northeast of the multi-family land use area; and
- Planning Area C - highway commercial adjacent to Chambers Road.

The proposed Minor Development Plat proposes three lots and six tracts to create the infrastructure and superblock lots in support of the zoning. Lot 1 is 11.22 acres in size and is located within Planning Area A for multi-family uses. Lot 2 is 3.615 acres in size and located within Planning Area B for office light industrial uses. Lot 3 is 9.73 acres in size and located within Planning Area C for highway commercial uses.

VICINITY MAP



II. PRIOR ACTIONS

Date	Action
June 20, 2016	Town Council approved the Chambers High Point Annexation and zoned the property Chambers High Point Planned Development.

III. CURRENT SITE DATA

Existing Zoning		PD - Planned Development	
Overlay District		N/A	
PD & Plan Area		Chambers High Point Planned Development	
Master Plan Area		E-470	
Site Acreage		44.35 acres	
Subdivision		Not currently subdivided	
Existing Use		Vacant/Undeveloped	
Surrounding Uses			
	Master Plan Land Use	Zoning	Existing Use
North	E-470	PD - Planned Development	E-470 and Compark Village PD. Currently under construction for an assisted living facility.
South	Douglas County	Douglas County Zoning	Grandview Estates Subdivision with large lot rural residential. Also, an existing Arapahoe County Water and Wastewater reservoir/facility.
East	Douglas County	Douglas County Zoning	Stonegate PD. Existing assisted living facility and vacant land.
West	E-470	PD - Planned Development	Compark Village South PD. Currently under construction for single-family detached and duplex development.

IV. PARKER 2035 MASTER PLAN

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

MASTER PLAN CONSISTENCY	
Master Plan Designation	E-470 ☒ Consistent ☐ Inconsistent
Master Plan Character Discussion	<u>E-470 Mixed Use:</u> Residents should be able to walk and bike to services through blended land uses, public amenities and a multimodal transportation system. Appropriate land uses include; multi-family, senior housing, assisted-living facilities, office, retail and restaurants. No one land use will dominate the development pattern. Residential at less than 10

	dwelling units per acre is not appropriate in this area unless transitioning to adjacent residential development.
Consistent Goals/Strategies	Land Use 1.C Land Use 1.E Housing and Neighborhoods 3.A Jobs and Economic Vitality 2.B
Staff Analysis	The subject properties are located south of E-470 on the north and south sides of the proposed roadway Belford Avenue. The Chambers Highpoint PD allows for 11.4 acres of multi-family residential at 20 dwelling units per acre. The Development Guide for Chambers Highpoint specifies that this land could also be developed as a continuing care community for seniors. The proposal also includes 10 acres of office/light industrial to the northeast of the multi-family land use area and 10.7 acres of highway commercial adjacent to Chambers Road. All of these parcels will be accessed from the extension of Belford Avenue as it crosses Happy Canyon Creek from the Compark Village South PD and connects to Chambers Road. The proposed Minor Development Plat create the legal lots of record and initial infrastructure to support development of the planning areas within the Chamber Highpoint Planned Development. The requested plat is consistent with the specific Goals/Strategies of the Master Plan for the following reasons: 1. It will encourage a variety of housing densities in close proximity to employment centers within the E-470 Corridor; 2. It will balance Parker's business and retail community to include a variety and diversity of business types and scales; and 3. It will support new businesses by providing additional land for commercial development. The construction of Belford Avenue as a Minor Arterial is recommended in the Transportation Master Plan. Based on this analysis, staff has determined that the request is consistent with the Parker 2035 Master Plan.

V. LAND DEVELOPMENT ORDINANCE

ZONING CONSISTENCY (Site Plan/UBSR/Sketch/Prelim Plan/MDP)			
Provisions	Existing/Required	Proposed	Analysis
Setbacks	To be determined at time of site plan with the following	Structures are not a part of this proposal. Required setbacks will be met at time of site plan approval.	☒ Consistent ☐ Inconsistent ☐ N/A
Density	Maximum- 20 du/ac	No residential development is a part of this proposal. A future Site Plan will be required for any residential development.	☒ Consistent ☐ Inconsistent ☐ N/A
Height/Stories	Each Planning Area allows different heights, ranging from 40 – 50 feet.	Structures are not a part of this proposal. Required height will be met at time of site plan approval.	☒ Consistent ☐ Inconsistent ☐ N/A
Lot Size	None	Proposed lot sizes meet the zoning requirements	☒ Consistent ☐ Inconsistent ☐ N/A
Lot Coverage	Each Planning Area outlines the floor area ratios allowed. FARs are around 0.35:1.	Structures are not a part of this proposal.	☐ Consistent ☐ Inconsistent ☒ N/A
Landscaping	Title 13.06.070	All required streetscape, open space and park area landscape will be met at the time of site plan approval.	☒ Consistent ☐ Inconsistent ☐ N/A
Off-Street Parking	Title 13.06.050	All parking requirements will be met at the time of site plan approval.	☒ Consistent ☐ Inconsistent ☒ N/A
Staff Analysis	As outlined above, staff has evaluated the requested Minor Development Plat against the requirements in the Chambers Highpoint Planned Development as well as the standards in the Land Development Ordinance (LDO) and determined that the request complies with the relevant standards.		

VI. ACCESS, CIRCULATION & TRAFFIC ANALYSIS

The subject site development will be responsible for the construction of Belford Avenue from Chambers Road west to connect with Belford Avenue within the Compark Village South development. In addition, the applicant will be responsible for half the cost to design and construct the Belford Avenue bridge over Happy Canyon Creek. Each lot proposed within the development will be accessed off Belford Avenue through access points determined and approved through future plats and/or site plans.

VII. SUMMARY REFERRAL AGENCY COMMENTS AND CONDITIONS

Agency	Comments
Aztec	No Comment
Town of Parker Building	Building permits will be required for any construction and setbacks, height, etc. will be verified at that time.
CenturyLink Communications	No comments submitted
Centennial Airport	No Comment
Cherry Creek Basin Water Quality Authority	The authority requires construction and post-construction best management practices. No exceptions take with the proposed BMPs. The authority reserves the right to review and comment on future submittals.
Comcast	No comments submitted
Town of Parker Comprehensive Planning	The proposed subdivision is in conformance with the Parker 2035 Master Plan.
Town of Parker Engineering/Storm water	Approved, all requested revisions have been provided.
Douglas County Assessors	No comment
Douglas County Planning and Engineering	Please continue to provide Tract A as open space/community separation buffer to Grandview Estates.
Douglas County School District	All requirements and fees outlined within the Annexation Agreement shall be followed.
E-470 Authority	No Comment
Economic Development	Approved
Fire Life Safety	Approved, however, see the response letter for adopted codes.
Grandview Estates	No Comment
IREA	IREA is working with the applicant to convert and relocate existing facilities. Existing IREA easements will be vacated and new easement will be granted.
Stonegate Village Water and Sanitation District	Conditionally approved. Applicant will need to address a couple of labeling issues and resubmit to the district.

Public Service Company/ Xcel	Xcel owns and operates existing facilities within the subject property. The developer shall complete an application for any new or modification to any facilities.
Urban Drainage	No objections.

VIII. CONCLUSION

The applicant has structured this Minor Development Plat as a super-block subdivision of the land. The plat establishes the alignment for Belford Avenue within the property. The balance of the site is then platted into a series of lots and tracts that correspond with either the related infrastructure (drainage) or Planning Areas boundaries. The layout proposed allows for adequate access and lots sufficient in size and shape to accommodate future development in alignment with zoning and allowed uses. The three proposed lots will either be replatted into additional developable lots or site planned to allow for construction.

This proposal is consistent with the *Parker 2035 Master Plan* and the Minor Development Plat has demonstrated compliance with the applicable approval criteria. Therefore, staff is recommending that the Planning Commission recommend Town Council approve the Chambers High Point Filing No. 1 Minor Development Plat.

IX. RECOMMENDED CONDITIONS

None

X. ATTACHMENTS

1. Chamber High Point Filing No. 1 MDP
2. Chamber High Point Filing No. 1 Master Landscape Plan
3. Referral Agency Comments

Report Approved By: Bryce Matthews, Planning Manager



Request for Town Council Action

Date: February 22, 2022

Submitted By: Chris Hudson, Deputy Director of Engineering

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 4.86.1 – Second Reading**
A Bill for an Ordinance to Amend Sections 11.13.020 and 11.13.030 of the Parker Municipal Code Concerning Contracting Procedures for Public Works Projects
Department: Engineering and Public Works, Chris Hudson

EXECUTIVE SUMMARY

This ordinance amends Parker Municipal Code Chapter 11.13, which is titled "Contracting Procedures for Capital Improvements Project(s)". Proposed changes are specific to sections 11.13.020 and 11.13.030 in order to improve the Chapter.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Chapter 11.13 of the Parker Municipal Code (the "Code") is titled "Contracting Procedures for Capital Improvements Project(s)." The term "capital improvement project(s)" is defined in this chapter (11.13.010(f)) as the building, altering, improving or demolition of any public structure or building or other public improvements of any kind to any public real property. This chapter of the Code addresses numerous specifics for capital improvement projects including, but not limited to, written contract requirements, contract approval thresholds and who reviews/approves contracts. This chapter of the Code reflects Ordinance 4.86, which was approved by the Town Council in 2005. Town staff reviewed this chapter of the Code in 2021 and noted some potential changes/additions that need to be approved by the Town Council in order to improve this chapter. The potential areas where the Code could be improved are sections 11.13.020 and 11.13.030.

Section 11.13.020 is titled "General requirements". The proposed change to section 11.13.020(e) is the addition of "or designee" after Public Works Director, so it would read as follows: "A contract for a capital improvements project(s) shall be submitted to the Town Attorney and approved as to legal form and the Public Works Director or designee as to content before it is executed." Today, additional staff exists in the Engineering/Public Works Department to review the content of contracts versus when this section of the code was approved in 2005. This proposed revision would improve the contract content review timeline as it would allow the Public Works Director to designate an alternate person in the case that the

Public Works Director is unavailable to review in a timely manner.

Section 11.13.030 is titled "Bidding required". The proposed change to section 11.13.030(d) is the change of "less" to "more" in the first sentence so it would read "In case of emergency affecting the public peace, health or safety, the Town Council may waive all requirements for bidding or competitive proposals for an expenditure of ~~less~~more than one hundred thousand dollars (\$100,000.00). In such cases, the Town Administrator may direct the appropriate department head to procure emergency needs by informal, open-market procedures, at no more than commercial prices, as expeditiously as possible. The Town Administrator shall present a full report of the circumstances necessitating the emergency action at the next Town Council meeting." Other sections of this chapter use \$100,000 as the bottom threshold when a contract has to be reviewed and approved by the Town Council. Contracts between \$50,000 and \$100,000 are reviewed/approved by the Town Administrator and contracts less than \$50,000 are reviewed/approved by the Public Works Director. As currently written in this chapter of the Code, Town Council is not involved in contracts of less than \$100,000. This proposed change would reflect situations where the dollar amount of the contract would require Town Council review, and in some cases, allow for Town Council to waive the requirements. Sentences two and three of the section provide additional "checks/balances" if the Town Council chooses to waive the requirements.

An amending ordinance is required to approve these proposed changes.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)



ATTACHMENTS

1. Ordinance No. 4.86.1

RECOMMENDED MOTION

I move to approve Ordinance No. 4.86.1 on second reading.

ORDINANCE NO. 4.86.1, Series of 2022

TITLE: A BILL FOR AN ORDINANCE TO AMEND SECTIONS 11.13.020 AND 11.13.030 OF THE PARKER MUNICIPAL CODE CONCERNING CONTRACTING PROCEDURES FOR PUBLIC WORKS PROJECTS

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

Section 1. Section 11.13.020 of the Parker Municipal Code is amended to read as follows:

11.13.020 General requirements.

* * *

(e) A contract for a capital improvements project(s) shall be submitted to the Town Attorney and approved as to legal form and the Public Works Director **or designee** as to content before it is executed.

Section 2. Section 11.13.030 of the Parker Municipal Code is amended to read as follows:

11.13.030 Bidding required.

* * *

(d) In case of emergency affecting the public peace, health or safety, the Town Council may waive all requirements for bidding or competitive proposals for an expenditure of **less more** than one hundred thousand dollars (\$100,000.00). In such cases, the Town Administrator may direct the appropriate department head to procure emergency needs by informal, open-market procedures, at no more than commercial prices, as expeditiously as possible. The Town Administrator shall present a full report of the circumstances necessitating the emergency action at the next Town Council meeting.

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

Section 4. **Severability.** If any clause, sentence, paragraph or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court

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

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

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2022.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2022.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney



Request for Town Council Action

Date: February 22, 2022

Submitted By: Bryce Matthews, Planning Manager

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 3.01.90.1 - Second Reading**
A Bill for an Ordinance to Amend Title 13 of the Parker Municipal Code Relating to Family Child-Care Homes
Department: Community Development, Bryce Matthews

EXECUTIVE SUMMARY

In 2021, the Colorado State Legislature approved a bill that *family child care homes* are to be classified as residences for purposes of licensure and local regulations including zoning and land use development. This proposed ordinance defines *family child care homes*, amends the Municipal Code to allow *family child care homes* in all zone districts and requires a conditional use approval for a *large family child care home* proposing to locate adjacent to an existing *large family child care home*. The purpose of the proposed changes is to comply with the new State law.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

In 2021, the State Legislature passed HB21-1222 regarding the regulation of *family child care homes* "aligning local governing authority regulations to expand opportunities to access child care in family child care homes."

The Municipal Code currently allows for *family child care homes*, defined as up to six (6) unrelated children being watched on a less than 24 hour per day basis in a residential home, as a Home Occupation that is permitted, subject to limited administrative review.

The proposed Code amendment would list *family child care homes* as a use by-right in all residential zone districts in the Town including residential Planned Development zone districts. In addition, *large child care family homes* (7-12 unrelated children being watched on a less than 24 hour a day basis in a residential home) would require conditional use approval in all residential zone districts, but only where the proposed *large child care family home* is proposed adjacent to another existing *large child care family home*. Per the new state statute, the conditional use review is limited to traffic and parking impacts.

The Planning Commission recommended approval of the ordinance with a vote of 4 in favor and

2 opposed. Opposed Planning Commissioners noted concerns regarding the second *large child care home*, located next to an existing *large child care home*, being subject to different review than the first facility. The proposal complies with the State Statute which only allows review of the second *large child care home* when two homes are adjacent.

The purpose of this amendment to the Land Development Ordinance is to align the Town standards with recent amendments to the state law regarding this issue.

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH

ATTACHMENTS

1. Ordinance No. 3.01.90.1
2. PC Staff Report

RECOMMENDED MOTION

I move to approve Ordinance No. 3.01.90.1 on second reading.

ORDINANCE NO. 3.01.90.1, Series of 2022

TITLE: A BILL FOR AN ORDINANCE TO AMEND TITLE 13 OF THE PARKER MUNICIPAL CODE RELATING TO FAMILY CHILD-CARE HOMES

WHEREAS, House Bill 21-1222, adopted by the General Assembly, and effective as of September 7, 2021, requires a family child-care home, as defined in state law and licensed by the state, to be treated as a residential use;

WHEREAS, the Town Council wishes to make conforming changes to Title 13 of the Parker Municipal Code, the Parker Land Development Ordinance.

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

Section 1. Section 13.02.010 is amended by the addition of the following new definition:

Family child-care home means a means a facility for child care in a place of residence of a family or person for the purpose of providing less than twenty-four-hour care for children under the age of eighteen years who are not related to the head of such home, as further defined by Section 26-6-102(13), C.R.S., as amended, but does not include large-family child-care homes, as defined by 12 C.C.R. 2509-8, Rule 7.707.22(E), as amended.

Section 2. Section 13.04.060(b) of the Parker Municipal Code is amended by the addition thereto of a new subsection (b)(7) to read as follows:

13.04.060 – ER – Estate Residential District.

* * *

(b) Uses permitted by right.

* * *

(7) A family child-care home.

Section 3. Section 13.04.070(b) of the Parker Municipal Code is amended by the addition thereto of a new subsection (b)(7) to read as follows:

13.04.070 – SR – Suburban Residential District.

* * *

(b) Uses permitted by right.

* * *

(7) A family child-care home.

Section 4. Section 13.04.080(b) of the Parker Municipal Code is amended by the addition thereto of a new subsection (b)(12) to read as follows:

13.04.080 – MF – Multiple Family District.

* * *

(b) Uses permitted by right.

* * *

(12) A family child-care home.

Section 5. Section 13.04.150(c) of the Parker Municipal Code is amended by the addition thereto of a new subsection (c)(12) shall read as follows:

13.04.150 – PD – Planned Development.

* * *

(c) General requirement.

* * *

(12) All planned developments and development guides shall treat family child-care homes as a residential property use and shall not impose any additional regulations on family child-care homes that are not also imposed on other residential properties.

Section 6. Subsection (12) of Section 13.04.180 of the Parker Municipal Code is hereby deleted in its entirety.

Section 7. Section 13.04.290 of the Parker Municipal Code is amended to read as follows:

13.04.290 - ~~Group Home and Group Residential~~ Conditional Use Facility Overlay District.

(a) Intent. By adoption of this Section, the Town Council desires to specify as follows:

* * *

(6) Large-family child-care homes are regulated by this Section as conditional uses only to the extent permitted by Section 26-6-104.5(1)(b), C.R.S., as amended.

* * *

(b) Definitions. The following terms used in this Section shall have the following meanings:

* * *

Large-family child-care home means as family child-care home with a capacity range of 7-12 children, as further defined by 12 C.C.R. 2509-8, Rule 7.707.22(E), as amended.

* * *

Residential conditional use means one of the uses regulated by this Section.

(c) General criteria for conditional use approval **for a Group Home or Group Residential Facility**. The Planning Commission may recommend, and the Town Council may approve, a conditional use approval for a Group Home or Group Residential Facility, subject to reasonable conditions which include, but are not limited to, the requirements that the proposed use:

* * *

(d) Specific criteria for conditional use approval **for a Group Home or Group Residential Facility**. In addition to the general criteria for conditional use approval set forth in Subsection (c) above, the Town Council shall consider the following specific criteria when considering conditional use approvals for each of the following uses:

* * *

(e) A conditional use approval is required for a large-family child-care home only to determine whether the proposed use is adjacent to an existing large-family child-care home. If so, the second large-family child-care home use may be denied or it may be approved with reasonable conditions to prevent undue traffic congestion, traffic hazards, and parking conflicts in the surrounding neighborhood and to generally manage traffic flow and parking issues related to the conditional use that will be adjacent to an existing large-family child-care home.

~~(e)(f)~~ **Conditional—Residential conditional** use applications shall be considered by the Planning Commission and Town Council following a public notice and hearing pursuant to Subsection 13.08.030(a).

~~(f)(g)~~ **Conditional Residential conditional** use approval nontransferable. All conditional uses approved by the Town Council under this Section are nontransferable.

~~(g)~~**(h)** Limitations. ~~Conditional~~ **Residential conditional** uses shall be permitted for a duration of time specified by the Town Council or until the land use changes or is terminated, whichever occurs first. Each use is subject to yearly review by the Planning Department or as often as the Town Council deems appropriate to ensure compliance with the criteria set forth above and any stated conditions of approval.

Section 8. Safety Clause. The Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Parker, that it is promulgated for the health, safety and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Town Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained. The Town Council further finds that the title to this Ordinance was posted in two public places two days before the Town Council meeting, as provided by Section 7.5e. of the Town of Parker Home Rule Charter.

Section 9. Severability. If any clause, sentence, paragraph or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

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

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2022.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2022.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney



Planning Commission Staff Report

Planning Commission Date: 1/27/2022

Town Council Date: 2/22/2022

Hearing Type: Public Meeting
A Bill for an Ordinance to Amend Title 13 of the Parker Municipal Code Relating to Family Child-Care Homes

Location: Townwide

Project Planner: Bryce Matthews, Planning Manager

Applicant: Town of Parker

Executive Summary: In 2021, the Colorado State Legislature approved a bill that *family child care homes* be classified as residences for purposes of licensure and local regulations, including zoning and land use development. This proposed ordinance defines *family child care homes* and *large family child care home*, amends the code to allow for *family child care homes* in all zone districts and allows for a conditional use approval for *large family child care homes* where they are proposed adjacent to an existing *large family child care home*. The purpose of these changes are to comply with the new State Statutes.

Staff Recommendation: Approval

RECOMMENDED MOTION

"I move the Planning Commission recommend Town Council approve an ordinance to amend the Parker Municipal Code regarding family child care homes and large family child care homes."

ALTERNATIVE MOTIONS

"I move the Planning Commission recommend Town Council approve an ordinance to amend the Parker Municipal Code regarding family child care homes and large family child care homes with the following conditions:"

-List proposed conditions

“I move the Planning Commission recommend Town Council deny an ordinance to amend the Parker Municipal Code regarding family child care homes and large family child care homes:”
-List criteria not met (either by staff or Planning Commission)

“I move the Planning Commission vote to continue an ordinance to amend the Parker Municipal Code regarding family child care homes and large family child care homes.”

I. BACKGROUND/DISCUSSION

In 2021, The State Legislature passed HB21-1222 regarding the regulation of *family child care homes* with the purpose of "aligning local governing authority regulations to expand opportunities to access child care in family child care homes".

The Town's current code allows for *family child care homes* (up to 6 unrelated children being watched on a less than 24 hour a day basis in a residential home) as a Home Occupation, which is permitted subject to limited administrative review.

The proposed amendment will list *family child care homes* as a use by right in all residential zone districts in the Town including all residential Planned Development zone districts. In addition, *large child care family homes* (7-12 unrelated children being watched on a less than 24 hour a day basis in residential home) will require a Conditional Use approval in all residential zone districts only where the proposed *large child care family home* is adjacent to another existing *large child care family home*. Per the new State Statute, the Conditional Use review is limited to traffic and parking impacts.

The purpose of this amendment to the Land Development Ordinance is to align our code with the recent amendments to the State Statutes regarding this issue.

II. PARKER 2035 MASTER PLAN

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

MASTER PLAN CONSISTENCY	
Master Plan Designation	Choose an item. ☐ Consistent ☐ Inconsistent ☒ Not Applicable
Master Plan Character Discussion	N/A
Consistent Goals/Strategies	N/A
Inconsistent Goals/Strategies	None
Staff Analysis	Amending the code regarding family child care homes and large family child care homes is not addressed in the Parker 2035 Master Plan.

III. CONCLUSION

Staff recommends that the Planning Commission recommend that Town Council approve an ordinance that will amend the Land Development Ordinance regarding family child care homes and large family child care homes to align with recently enacted State legislation.

RECOMMENDED CONDITIONS

None

IV. ATTACHMENTS

Draft Ordinance



Request for Town Council Action

Date: February 22, 2022

Submitted By: Mary Colton, Parks and Recreation Director

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 9.344 - Second Reading**
A Bill for an Ordinance to Approve the Grant Agreement for Therapeutic Recreation Scholarships By and Between the Town of Parker and the Board of County Commissioners of the County of Douglas
Department: Parks, Recreation and Open Space, Mary Colton

EXECUTIVE SUMMARY

The Parks and Recreation Department is seeking approval of the Grant Agreement for Therapeutic Recreation Scholarships between the Town of Parker and the Board of County Commissioners of Douglas County for the Developmental Disabilities Mill Levy Grant Program.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

In 2021, the Parks and Recreation Department submitted a grant application to the Board of County Commissioners of Douglas County for the Developmental Disabilities Mill Levy (DDML) Grant Program to help fund programs and services for individuals with intellectual and developmental disabilities. The DDML Advisory Council members review the grant applications and make funding recommendations to the County Commissioners.

In December 2021, forty applicants throughout the County were awarded grants. The Town of Parker received two separate awards; one for Adaptive Water Safety/Swim scholarships in the amount of \$11,200 that enhance personal life-saving water skills and the other for Therapeutic Recreation scholarships to families, individuals and groups with developmental disabilities to participate in recreation activities in the amount of \$14,400 for a total \$25,600 in grant assistance. These funds will be utilized in 2022.

The Parks and Recreation Department is seeking approval of the grant agreement for the Therapeutic Recreation Scholarships between the Town of Parker and the Board of County Commissioners of Douglas County.

FINANCIAL IMPACT

There are positive financial impacts given as this funding allows for offsetting the cost of program supplies and part time salaries while partially reducing or waiving facility/program fees to participants for improved access to, and participation in, recreation services for individuals with disabilities.

STRATEGIC GOAL(S)



INNOVATE WITH
COLLABORATIVE
GOVERNANCE



SUPPORT AN
ACTIVE COMMUNITY



PROMOTE A SAFE AND
HEALTHY COMMUNITY

ATTACHMENTS

1. Ordinance No. 9.344

RECOMMENDED MOTION

I move to approve Ordinance No. 9.344 on second reading.

ORDINANCE NO. 9.344, Series of 2022

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE GRANT AGREEMENT FOR THERAPEUTIC RECREATION SCHOLARSHIPS BY AND BETWEEN THE TOWN OF PARKER AND THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS

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

Section 1. The Town Council of the Town of Parker hereby approves the Grant Agreement for Therapeutic Recreation Scholarships by and between the Town of Parker and the Board of County Commissioners of the County of Douglas, which is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

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

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

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

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2022.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2022.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

GRANT AGREEMENT

Project Title: Town of Parker – Therapeutic Recreation Scholarships

Grant Period: _____

Grant Award: \$14,400

PARTIES TO AGREEMENT:

DOUGLAS COUNTY: The Board of County Commissioners of the County of Douglas,
State of Colorado (the “Board”)
Address: 100 Third Street
Castle Rock, CO 80104
Telephone: (303) 660-7401
Facsimile: (303) 688-1293

GRANTEE: Town of Parker
Address: 20120 E. Main Street
Parker, CO 80134
Contact Name: Meagan Arvidson Nakashima
Telephone: 303 805-3208
Email: mnakashima@parkeronline.org

RECITALS

A. In 2001, the voters of Douglas County approved the imposition of a mill levy of 1 mill to benefit people with developmental disabilities; 5.5% of such mill levy revenues collected is designated to be used for a competitive grant program that will fund innovative and collaborative projects that assist Douglas County residents with developmental disabilities.

B. Grantee submitted a grant application to the Board that contemplates the execution of the project entitled above (the “Project”). The Project is described in **Exhibit A** (the “Project Purpose”).

C. Grantee shall adhere to the reporting requirements outlined in **Exhibit C** (“Annual Reporting Requirement”).

D. The Board approved Grantee’s Grant on **December 21, 2021**, subject to the execution of this grant agreement (the “Agreement”).

AGREEMENT

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

1. **Incorporation of Recitals and Exhibits A, B and C.** The recitals set forth above and all exhibits are hereby incorporated herein.
2. **Grant and Project.** Subject to the terms and conditions set forth in this Agreement, the Board hereby awards to Grantee a sum not to exceed **\$14,400** (the "Grant Award"). The Grant Award shall be used by Grantee solely to complete the Project, in substantial conformity with **Exhibit A**.
3. **Project Scope.** Grantee shall not materially modify the Project without the prior written approval of the Board. Any material modification to the Project undertaken without the Board's prior written consent may be deemed a breach of this Agreement, entitling the Board to all remedies available under this Agreement.
4. **Authorized Representative.** Jennifer Eby, (the "Authorized Representative"), is designated as Authorized Representative of the County for the purpose of administering, coordinating and approving the work performed by the Consultant under this Agreement.
5. **Payment of Grant.** Subject to the Board's determination in its sole discretion that Grantee is in compliance with this Agreement, the Board shall disburse the funds for the Grant subject to the terms described in **Exhibit B** (the "Payment Terms"). Any other provision of this Agreement notwithstanding and pursuant to § 29-1-110, C.R.S., the amount of funds appropriated for this Agreement is Fourteen Thousand Four-Hundred Dollars (\$14,400). In no event shall the County be liable for payment under this Agreement for any amount in excess thereof. The County is not under obligation to make any future apportionment or allocation to this Agreement nor is anything set forth herein a limitation of liability for the Grantee. Any potential expenditure for this Agreement outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.
6. **Reporting Requirement.** Grantee agrees to submit the report as described in **Exhibit C**.
7. **Compliance with Regulatory Requirements and Federal and State Mandates.** Grantee hereby assumes responsibility for compliance with all regulatory requirements in all applicable areas, including, but not limited to, nondiscrimination, worker safety, local labor preferences, preferred vendor programs, equal employment opportunity, use of competitive bidding, and other similar requirements. In addition, Grantee agrees to comply with all necessary licensing and permitting requirements imposed by an agency of a local, state or federal government.

Project must serve Douglas County residents with disabilities who meet the Colorado definition of developmental disabilities in §27-10.5-102, C.R.S., as amended.

8. Personal Data. Parties must comply with all applicable provisions of HB 18-1128 regarding “Personal Identifying Information” as defined in C.R.S. § 6-1-713(2)(b) and C.R.S. § 24-73-101(4)(b) and to “Personal Information” as defined in C.R.S. 24-73-103(1)(g). Personal Identifying Information and Personal Information are referred to collectively herein as “Personal Data.” Compliance shall include, without limitation:

Adopting and enforcing a written policy governing the destruction of electronic and paper documents containing Personal Data. The written policy must, at a minimum, require that when electronic or paper documents containing Personal Data are no longer needed, such documents will be destroyed by shredding, erasing or otherwise modifying the Personal Data so as to make it unreadable or indecipherable through any means;

Implementing and maintaining reasonable security procedures designed to protect Personal Data from unauthorized access, use, modification, disclosure or destruction. Such procedures must be appropriate in light of the nature of the Personal Data that is provided to the Party and the nature and size of the Party’s business and operations;

Providing immediate written notification to the Douglas County Project Manager in the event a Party becomes aware that an unauthorized acquisition of Personal Data compromising the security, confidentiality or integrity of the Personal Data (hereinafter, a “Security Breach”) has or may have occurred. The Party shall promptly and in good faith conduct an investigation to determine the likelihood that Personal Data has been or will be misused and shall coordinate with and promptly report the results of such investigation to Jennifer Eby at jeby@douglas.co.us as requested;

Providing prompt written notification to affected Colorado residents, but in no event later than thirty (30) days after the date of determination that a Security Breach occurred, in accordance with the provisions of House Bill 18-1128; and

To the extent applicable, requiring any third-party service providers, as defined in C.R.S. § 6-1-716(i) and C.R.S. § 24-73-103, implement and maintain reasonable security procedures and practices appropriate to the nature of the Personal Data disclosed to the third-party service provider and reasonably designed to help protect the Personal Data from unauthorized access, use, modification, disclosure or destruction.

9. Liability. The parties expressly agree that they do not contractually waive any limitations on liability or other immunities or defenses available to them by statute or common law, or activities undertaken pursuant to this Agreement. The parties understand and agree that the parties, their commissioners, officials, officers, directors, agents, and employees, are relying on, and do not waive or intend to waive by any provisions of the Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 through 120, or otherwise available to the parties.

10. Indemnification. The County cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the Grantee or any other person or entity whatsoever, for any purpose whatsoever.

11. Independent Contractor. The Grantee is an independent contractor. Notwithstanding any provision of this Agreement, all personnel and volunteers of the Grantee shall be and remain at all times, employees or volunteers of the Grantee for all purposes. It is not intended nor shall it be construed that the Grantee, its employees or volunteers are agents, employees or officers of the County for any purpose whatsoever.

12. No Waiver of Governmental Immunity Act. The parties hereto understand and agree that the parties, their commissioners, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the parties.

13. Audits and Accounting. Grantee shall maintain standard financial accounts, documents, and records relating to the use, management, and the operation of the Project. Grantee shall maintain standard financial accounts, documents, and records relating to the use, management, and operation of the Project. The Board shall have the right, upon reasonable notice to Grantee, to audit the books and records of Grantee, to audit the books and records of Grantee which pertain to the Project and to the use and disposition of the Board funds. The Board shall retain the authority to audit for two years after Project completion.

14. Inspection. Throughout the term of this Agreement, the Board shall have the right to inspect the Project area to ascertain compliance with this Agreement.

15. Termination by County for Convenience. The County may terminate this Agreement at any time and for any reason by providing Grantee written notice of such termination at least thirty (30) calendar days prior to the effective date of such termination. Upon such termination, Grantee shall be entitled to compensation for activities performed in accordance with this Agreement which were incurred prior to the effective date of the termination, but not exceeding the available budget balance at the time of the effective date of the termination.

16. Effect of Project Closeout or Termination. Grantee agrees that Project closeout or termination of this Agreement does not invalidate continuing obligations imposed on Grantee by this Agreement. Project closeout or termination of this Agreement does not alter the County's authority to disallow costs and recover funds on the basis of a later audit or other review and does not alter Grantee's obligation to return any funds due to the County as a result of later refunds, corrections, or other transactions.

17. Notices. Notices concerning termination of this Agreement, notices of alleged or actual violations of the terms or provisions of this Agreement, and all other notices shall be made as follows:

by the Grantee to:

Douglas County Community Development

Department
Jennifer Eby
100 Third Street
Castle Rock, CO 80104
(303) 660-7460
E-mail: jeby@douglas.co.us

with a copy to:

Douglas County Attorney's Office
100 Third Street
Castle Rock, CO 80104
(303) 660-7414
E-mail attorney@douglas.co.us

and by the County to:

Town of Parker
20120 E. Main Street
Parker, CO 80134
303 805-3208
Attn: Meagan Arvidson Nakashima
Email: mnakashima@parkeronline.org

Said notices shall be delivered personally during normal business hours to the appropriate office above, by prepaid first-class U.S. mail, via facsimile, via electronic mail, or other method authorized in writing by the Authorized Representative. Mailed notices shall be deemed effective upon receipt or three (3) days after the date of mailing, whichever is earlier. The parties may from time-to-time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but such substitutions shall not be effective until actual receipt of written notification.

18. Assignment. Grantee may not assign its rights under this Agreement.

19. Applicable Law and Venue. This Agreement shall be governed by the laws of the State of Colorado and venue for any dispute hereunder shall lie exclusively in the County of Douglas, State of Colorado.

20. Severability. If any provision of this Agreement, or the application thereof, is found to be invalid, the remainder of the provisions of this Agreement, or the application of such provision other than those as to which it is found to be invalid, shall remain in full force and effect.

21. Fax, Email and Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which when taken together shall constitute one Agreement. In addition, the parties agree to recognize signatures of this Agreement transmitted by fax or email as if they were original signatures.

22. **Third Party Beneficiary.** The Board and Grantee hereby acknowledge and agree that this Agreement is intended only to cover the relative rights and obligations between the Board and Grantee, and that no third-party beneficiaries are intended.

23. **Waiver.** The failure of either party to enforce a term hereof shall not be deemed a waiver of such term or right of enforcement as to that breach or any subsequent breach of the same, similar, or different nature. No waiver shall be enforceable hereunder unless signed by the party against whom the waiver is sought to be enforced.

24. **Entire Agreement.** Except as expressly provided herein, this Agreement constitutes the entire agreement of the parties. No oral understanding or agreement not incorporated in this Agreement shall be binding upon the parties. No changes in this Agreement shall be valid, unless made as an amendment to this Agreement, approved by the Board, and signed by the parties in this Agreement.

25. **Advertising, Marketing and Promotional Materials.** The Grantee shall not include any reference to this Agreement or services performed under this Agreement in any of the Grantee's advertising or public relations materials without first obtaining the written approval of the County's Public Affairs Director.

IN WITNESS WHEREOF, the parties by signature below of their authorized representatives execute this Agreement effective as of the ____ day of _____ 20__.

APPROVED AS TO CONTENT:

Terence T. Quinn
Director of Community Development

Date: _____

APPROVED AS TO CONTENT:

Jennifer L. Eby
Assistant Director of Community Services

Date: _____

APPROVED AS TO LEGAL FORM:

Carmen Jackson-Brown
Senior Assistant County Attorney

Date: _____

APPROVED AS TO FISCAL CONTENT:

Andrew Copland
Director of Finance

Date: _____

GRANTEE: TOWN OF PARKER, COLORADO

Name: (Signature) _____

Name: (Print) Jeff Toborg

Title: Mayor

Date: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

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

My commission expires: _____

Witness my hand and official seal

Notary Public

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Town Attorney's Office

EXHIBIT A
DOUGLAS COUNTY MILL LEVY GRANT
PROJECT PURPOSE

A grant of **\$14,400** is awarded to **Town of Parker** for its comprehensive therapeutic recreation program. Funds will provide individual, family and group scholarships for personal fitness training opportunities, recreation facility access, therapeutic recreation programs, and opportunities for inclusive experiences.

EXHIBIT B

DOUGLAS COUNTY MILL LEVY PAYMENT TERMS

Douglas County will provide Town of Parker **\$14,400** in grant dollars to be used as described in Exhibit A. Grant will be paid in one installment upon receipt of the fully executed Grant Agreement.

EXHIBIT C
DOUGLAS COUNTY MILL LEVY GRANT
SAMPLE ANNUAL REPORT

The purpose of this annual report is to describe the results of the Developmental Disabilities Mill Levy grant award and how you assisted people with intellectual and developmental disabilities (I/DD). Focus your answers on Douglas County residents, how the grant was beneficial to the people you served and the outcomes you observed. Provide as much narrative as needed to demonstrate success and tell your story. The reporting period is shown below and the due date for the report is January 13, 2023.

Reporting Period: **From** January 1, 2022 **To** December 31, 2022

Organization: Town of Parker

Project Name: Therapeutic Recreation Scholarships

Grant Amount: \$ 14,400

Contact Name: _____ **Title:** _____

Phone: _____ **Email:** _____

1. Describe how the grant funds were used, the progress made toward the goals described in your application and the impact on your clients (e.g. results or outcomes).
2. Describe at least one successful client outcome.
3. Define your unit of service (e.g. a therapeutic service, scholarship, etc.).
4. How many units of service were provided through this grant? _____
5. Describe how you determined a client qualified for a scholarship, the typical cost for the programs clients attended and how much the programs were discounted.
6. How many total individuals were served by your organization?
 From Douglas County _____
 Organizational total _____

7. How many individuals with I/DD were served by this activity?
 From Douglas County _____
 Organizational total _____
8. How many Douglas County individuals with I/DD were:
 Ongoing clients _____
 New clients _____
 Total _____
9. Did you form any new partnerships to implement this activity? If yes, please describe the partnership(s) and the impact on your efforts.
10. Leveraging funds against the DDML award is highly valued. Were you able to leverage additional funds for this activity through a new grant or contribution?
11. Provide an overview of your program budget below and include the actual and in-kind leveraging your organization garnered for the activity. Examples of leveraging in-kind contributions can include calculating volunteer hours spent implementing the activity at \$28 per hour or donated food for clients.
- | | |
|--|----------|
| Program Budget for Therapeutic Recreation | \$ _____ |
| DDML award | \$ _____ |
| Leveraging-organizational match or budgeted amount | \$ _____ |
| Leveraging-in-kind contributions of goods or time | \$ _____ |
| Grants or other contributions | \$ _____ |
| Total program expenditures | \$ _____ |
| Remaining DDML balance | \$ _____ |
12. If there were any major variances in the anticipated income or expenditures as compared to the approved budget submitted in your application, please describe what changed.

Signature of Executive Director or Authorized Board Officer

Date



Request for Town Council Action

Date: February 22, 2022

Submitted By: Mary Colton, Parks and Recreation Director

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 9.345 - Second Reading**
A Bill for an Ordinance to Approve the Grant Agreement for Adaptive Water Safety/Swimming Scholarships By and Between the Town of Parker and the Board of County Commissioners of the County of Douglas
Department: Parks, Recreation and Open Space, Mary Colton

EXECUTIVE SUMMARY

The Parks and Recreation Department is seeking approval of the Grant Agreement for Adaptive Water Safety/Swimming Scholarships between the Town of Parker and the Board of County Commissioners of Douglas County for the Developmental Disabilities Mill Levy Grant Program.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

In 2021, the Parks and Recreation Department submitted a grant application to the Board of County Commissioners of Douglas County for the Developmental Disabilities Mill Levy (DDML) Grant Program to help fund programs and services for individuals with intellectual and developmental disabilities. The DDML Advisory Council members review the grant applications and make funding recommendations to the County Commissioners.

In December 2021, forty applicants throughout the County were awarded grants. The Town of Parker received two separate awards, one for Adaptive Water Safety/Swim scholarships in the amount of \$11,200 that enhances personal life-saving water skills, and the other for recreation scholarships to families, individuals and groups with developmental disabilities in the amount of \$14,400, for a total \$25,600 in grant assistance. These funds will be utilized in 2022.

The Parks and Recreation Department is seeking approval of the grant agreement for the Adaptive Water Safety/Swim Scholarships between the Town of Parker and the Board of County Commissioners of Douglas County.

FINANCIAL IMPACT

There are positive financial impacts given this funding allows for offsetting the cost of the water safety/swim instructor salaries and equipment while improving and increasing participation/accessibility in water safety training through reduced or waived participant fees.

STRATEGIC GOAL(S)



INNOVATE WITH
COLLABORATIVE
GOVERNANCE



SUPPORT AN
ACTIVE COMMUNITY



PROMOTE A SAFE AND
HEALTHY COMMUNITY

ATTACHMENTS

1. Ordinance No. 9.345

RECOMMENDED MOTION

I move to approve Ordinance No. 9.345 on second reading.

ORDINANCE NO. 9.345, Series of 2022

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE GRANT AGREEMENT FOR ADAPTIVE WATER SAFETY/SWIMMING SCHOLARSHIPS BY AND BETWEEN THE TOWN OF PARKER AND THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS

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

Section 1. The Town Council of the Town of Parker hereby approves the Grant Agreement for Adaptive Water Safety/Swimming Scholarships by and between the Town of Parker and the Board of County Commissioners of the County of Douglas, which is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

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

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

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

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2022.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2022.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

GRANT AGREEMENT

Project Title: Town of Parker – Adaptive Water Safety/Swimming Scholarships

Grant Period: _____

Grant Award: \$11,200

PARTIES TO AGREEMENT:

DOUGLAS COUNTY: The Board of County Commissioners of the County of Douglas,
State of Colorado (the “Board”)

Address: 100 Third Street
Castle Rock, CO 80104

Telephone: (303) 660-7401

Facsimile: (303) 688-1293

GRANTEE: Town of Parker

Address: 20120 E. Main Street
Parker, CO 80134

Contact Name: Meagan Arvidson Nakashima

Telephone: 303 805-3208

Email: mnakashima@parkeronline.org

RECITALS

A. In 2001, the voters of Douglas County approved the imposition of a mill levy of 1 mill to benefit people with developmental disabilities; 5.5% of such mill levy revenues collected is designated to be used for a competitive grant program that will fund innovative and collaborative projects that assist Douglas County residents with developmental disabilities.

B. Grantee submitted a grant application to the Board that contemplates the execution of the project entitled above (the “Project”). The Project is described in **Exhibit A** (the “Project Purpose”).

C. Grantee shall adhere to the reporting requirements outlined in **Exhibit C** (“Annual Reporting Requirement”).

D. The Board approved Grantee’s Grant on **December 21, 2021**, subject to the execution of this grant agreement (the “Agreement”).

AGREEMENT

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

1. **Incorporation of Recitals and Exhibits A, B and C.** The recitals set forth above and all exhibits are hereby incorporated herein.
2. **Grant and Project.** Subject to the terms and conditions set forth in this Agreement, the Board hereby awards to Grantee a sum not to exceed **\$11,200** (the "Grant Award"). The Grant Award shall be used by Grantee solely to complete the Project, in substantial conformity with **Exhibit A**.
3. **Project Scope.** Grantee shall not materially modify the Project without the prior written approval of the Board. Any material modification to the Project undertaken without the Board's prior written consent may be deemed a breach of this Agreement, entitling the Board to all remedies available under this Agreement.
4. **Authorized Representative.** Jennifer Eby, (the "Authorized Representative"), is designated as Authorized Representative of the County for the purpose of administering, coordinating and approving the work performed by the Consultant under this Agreement.
5. **Payment of Grant.** Subject to the Board's determination in its sole discretion that Grantee is in compliance with this Agreement, the Board shall disburse the funds for the Grant subject to the terms described in **Exhibit B** (the "Payment Terms"). Any other provision of this Agreement notwithstanding and pursuant to § 29-1-110, C.R.S., the amount of funds appropriated for this Agreement is Eleven Thousand Two-Hundred Dollars (\$11,200). In no event shall the County be liable for payment under this Agreement for any amount in excess thereof. The County is not under obligation to make any future apportionment or allocation to this Agreement nor is anything set forth herein a limitation of liability for the Grantee. Any potential expenditure for this Agreement outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.
6. **Reporting Requirement.** Grantee agrees to submit the report as described in **Exhibit C**.
7. **Compliance with Regulatory Requirements and Federal and State Mandates.** Grantee hereby assumes responsibility for compliance with all regulatory requirements in all applicable areas, including, but not limited to, nondiscrimination, worker safety, local labor preferences, preferred vendor programs, equal employment opportunity, use of competitive bidding, and other similar requirements. In addition, Grantee agrees to comply with all necessary licensing and permitting requirements imposed by an agency of a local, state or federal government.

Project must serve Douglas County residents with disabilities who meet the Colorado definition of developmental disabilities in §27-10.5-102, C.R.S., as amended.

8. Personal Data. Parties must comply with all applicable provisions of HB 18-1128 regarding “Personal Identifying Information” as defined in C.R.S. § 6-1-713(2)(b) and C.R.S. § 24-73-101(4)(b) and to “Personal Information” as defined in C.R.S. 24-73-103(1)(g). Personal Identifying Information and Personal Information are referred to collectively herein as “Personal Data.” Compliance shall include, without limitation:

Adopting and enforcing a written policy governing the destruction of electronic and paper documents containing Personal Data. The written policy must, at a minimum, require that when electronic or paper documents containing Personal Data are no longer needed, such documents will be destroyed by shredding, erasing or otherwise modifying the Personal Data so as to make it unreadable or indecipherable through any means;

Implementing and maintaining reasonable security procedures designed to protect Personal Data from unauthorized access, use, modification, disclosure or destruction. Such procedures must be appropriate in light of the nature of the Personal Data that is provided to the Party and the nature and size of the Party’s business and operations;

Providing immediate written notification to the Douglas County Project Manager in the event a Party becomes aware that an unauthorized acquisition of Personal Data compromising the security, confidentiality or integrity of the Personal Data (hereinafter, a “Security Breach”) has or may have occurred. The Party shall promptly and in good faith conduct an investigation to determine the likelihood that Personal Data has been or will be misused and shall coordinate with and promptly report the results of such investigation to Jennifer Eby at jeby@douglas.co.us as requested;

Providing prompt written notification to affected Colorado residents, but in no event later than thirty (30) days after the date of determination that a Security Breach occurred, in accordance with the provisions of House Bill 18-1128; and

To the extent applicable, requiring any third-party service providers, as defined in C.R.S. § 6-1-716(i) and C.R.S. § 24-73-103, implement and maintain reasonable security procedures and practices appropriate to the nature of the Personal Data disclosed to the third-party service provider and reasonably designed to help protect the Personal Data from unauthorized access, use, modification, disclosure or destruction.

9. Liability. The parties expressly agree that they do not contractually waive any limitations on liability or other immunities or defenses available to them by statute or common law, or activities undertaken pursuant to this Agreement. The parties understand and agree that the parties, their commissioners, officials, officers, directors, agents, and employees, are relying on, and do not waive or intend to waive by any provisions of the Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 through 120, or otherwise available to the parties.

10. Indemnification. The County cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the Grantee or any other person or entity whatsoever, for any purpose whatsoever.

11. Independent Contractor. The Grantee is an independent contractor. Notwithstanding any provision of this Agreement, all personnel and volunteers of the Grantee shall be and remain at all times, employees or volunteers of the Grantee for all purposes. It is not intended nor shall it be construed that the Grantee, its employees or volunteers are agents, employees or officers of the County for any purpose whatsoever.

12. No Waiver of Governmental Immunity Act. The parties hereto understand and agree that the parties, their commissioners, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the parties.

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14. Inspection. Throughout the term of this Agreement, the Board shall have the right to inspect the Project area to ascertain compliance with this Agreement.

15. Termination by County for Convenience. The County may terminate this Agreement at any time and for any reason by providing Grantee written notice of such termination at least thirty (30) calendar days prior to the effective date of such termination. Upon such termination, Grantee shall be entitled to compensation for activities performed in accordance with this Agreement which were incurred prior to the effective date of the termination, but not exceeding the available budget balance at the time of the effective date of the termination.

16. Effect of Project Closeout or Termination. Grantee agrees that Project closeout or termination of this Agreement does not invalidate continuing obligations imposed on Grantee by this Agreement. Project closeout or termination of this Agreement does not alter the County's authority to disallow costs and recover funds on the basis of a later audit or other review and does not alter Grantee's obligation to return any funds due to the County as a result of later refunds, corrections, or other transactions.

17. Notices. Notices concerning termination of this Agreement, notices of alleged or actual violations of the terms or provisions of this Agreement, and all other notices shall be made as follows:

by the Grantee to:

Douglas County Community Development

Department
Jennifer Eby
100 Third Street
Castle Rock, CO 80104
(303) 660-7460
E-mail: jeby@douglas.co.us

with a copy to:

Douglas County Attorney's Office
100 Third Street
Castle Rock, CO 80104
(303) 660-7414
E-mail: attorney@douglas.co.us

and by the County to:

Town of Parker
20120 E. Main Street
Parker, CO 80134
(303) 805-3208
Attn: Meagan Arvidson Nakashima
Email: mnakashima@parkeronline.org

Said notices shall be delivered personally during normal business hours to the appropriate office above, by prepaid first-class U.S. mail, via facsimile, via electronic mail, or other method authorized in writing by the Authorized Representative. Mailed notices shall be deemed effective upon receipt or three (3) days after the date of mailing, whichever is earlier. The parties may from time-to-time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but such substitutions shall not be effective until actual receipt of written notification.

18. Assignment. Grantee may not assign its rights under this Agreement.

19. Applicable Law and Venue. This Agreement shall be governed by the laws of the State of Colorado and venue for any dispute hereunder shall lie exclusively in the County of Douglas, State of Colorado.

20. Severability. If any provision of this Agreement, or the application thereof, is found to be invalid, the remainder of the provisions of this Agreement, or the application of such provision other than those as to which it is found to be invalid, shall remain in full force and effect.

21. Fax, Email and Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which when taken together shall constitute one Agreement. In addition, the parties agree to recognize signatures of this Agreement transmitted by fax or email as if they were original signatures.

22. **Third Party Beneficiary.** The Board and Grantee hereby acknowledge and agree that this Agreement is intended only to cover the relative rights and obligations between the Board and Grantee, and that no third-party beneficiaries are intended.

23. **Waiver.** The failure of either party to enforce a term hereof shall not be deemed a waiver of such term or right of enforcement as to that breach or any subsequent breach of the same, similar, or different nature. No waiver shall be enforceable hereunder unless signed by the party against whom the waiver is sought to be enforced.

24. **Entire Agreement.** Except as expressly provided herein, this Agreement constitutes the entire agreement of the parties. No oral understanding or agreement not incorporated in this Agreement shall be binding upon the parties. No changes in this Agreement shall be valid, unless made as an amendment to this Agreement, approved by the Board, and signed by the parties in this Agreement.

25. **Advertising, Marketing and Promotional Materials.** The Grantee shall not include any reference to this Agreement or services performed under this Agreement in any of the Grantee's advertising or public relations materials without first obtaining the written approval of the County's Public Affairs Director.

IN WITNESS WHEREOF, the parties by signature below of their authorized representatives execute this Agreement effective as of the ____ day of _____ 20__.

APPROVED AS TO CONTENT:

Terence T. Quinn
Director of Community Development

Date: _____

APPROVED AS TO CONTENT:

Jennifer L. Eby
Assistant Director of Community Services

Date: _____

APPROVED AS TO LEGAL FORM:

Carmen Jackson-Brown
Senior Assistant County Attorney

Date: _____

APPROVED AS TO FISCAL CONTENT:

Andrew Copland
Director of Finance

Date: _____

GRANTEE: TOWN OF PARKER, COLORADO

Name: (Signature) _____

Name: (Print) Jeff Toborg

Title: Mayor

Date: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

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

My commission expires: _____

Witness my hand and official seal

Notary Public

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Town Attorney's Office

EXHIBIT A

DOUGLAS COUNTY MILL LEVY GRANT

PROJECT PURPOSE

A grant of **\$11,200** is awarded to **Town of Parker** for its Adaptive Water Safety/Swim program. Funding will be used to provide instruction to teach lifesaving skills in and around water using an individualized treatment plan to address fitness, cognitive and social goals.

EXHIBIT B

DOUGLAS COUNTY MILL LEVY PAYMENT TERMS

Douglas County will provide Town of Parker **\$11,200** in grant dollars to be used as described in Exhibit A. Grant will be paid in one installment upon receipt of the fully executed Grant Agreement.

EXHIBIT C
DOUGLAS COUNTY MILL LEVY GRANT
SAMPLE ANNUAL REPORT

The purpose of this annual report is to describe the results of the Developmental Disabilities Mill Levy grant award and how you assisted people with intellectual and developmental disabilities (I/DD). Focus your answers on Douglas County residents, how the grant was beneficial to the people you served and the outcomes you observed. Provide as much narrative as needed to demonstrate success and tell your story. The reporting period is shown below and the due date for the report is January 13, 2023.

Reporting Period: **From** January 1, 2022 **To** December 31, 2022

Organization: Town of Parker

Project Name: Adaptive Water Safety/Swim Program

Grant Amount: \$ 11,200

Contact Name: _____ **Title:** _____

Phone: _____ **Email:** _____

1. Describe how the grant funds were used, the progress made toward the goals described in your application and the impact on your clients (e.g. results or outcomes).
2. Describe at least one successful client outcome.
3. Define your unit of service (e.g. a scholarship, series of lessons, etc.).
4. How many units of service were provided through this grant? _____
5. Describe how you determined a client qualified for a scholarship, the typical cost for the lessons clients received and how much the classes were discounted.
6. How many total individuals were served by your organization?
 From Douglas County _____
 Organizational total _____

7. How many individuals with I/DD were served by this activity?
 From Douglas County _____
 Organizational total _____
8. How many Douglas County individuals with I/DD were:
 Ongoing clients _____
 New clients _____
 Total _____
9. Did you form any new partnerships to implement this activity? If yes, please describe the partnership(s) and the impact on your efforts.
10. Leveraging funds against the DDML award is highly valued. Were you able to leverage additional funds for this activity through a new grant or contribution?
11. Provide an overview of your program budget below and include the actual and in-kind leveraging your organization garnered for the activity. Examples of leveraging in-kind contributions can include calculating volunteer hours spent implementing the activity at \$28 per hour or donated food for clients.
- | | |
|--|----------|
| Program Budget for Adaptive Swimming | \$ _____ |
| DDML award | \$ _____ |
| Leveraging-organizational match or budgeted amount | \$ _____ |
| Leveraging-in-kind contributions of goods or time | \$ _____ |
| Grants or other contributions | \$ _____ |
| Total program expenditures | \$ _____ |
| Remaining DDML balance | \$ _____ |
12. If there were any major variances in the anticipated income or expenditures as compared to the approved budget submitted in your application, please describe what changed.

Signature of Executive Director or Authorized Board Officer

Date



Request for Town Council Action

Date: February 22, 2022

Submitted By: Jim Tsurapas, Chief of Police
Jamie Wynn, Assistant Town Attorney

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 9.343 - Second Reading**
A Bill for an Ordinance to Approve the Intergovernmental Agreement Between Douglas County School District RE-1 and the Town of Parker Regarding the Sharing of Costs for Providing Police Officers to Act as School Resource Officers
Department: Police, Jim Tsurapas
Town Attorney, Jamie Wynn

EXECUTIVE SUMMARY

The Town of Parker has been providing the Douglas County School District (the "District") with both School Resource Officers (SROs) and School Marshal Officers (SMOs) for the high school, middle school, and elementary schools. The Town and the District previously entered into two separate intergovernmental agreements (IGAs). An IGA was entered into for the SROs assigned to the high school and middle schools, with a separate IGA for the SMOs assigned to the various elementary schools and certain covered charter schools.

The most recent contract for the SROs was set to have certain terms extended and amended for the 2021-2022 school year. Based on those updates, the District and Town entered into discussions, including merging both IGAs into one agreement, as well as updating that agreement to be more consistent with the agreements between the District and other law enforcement agencies within the District. Due to those conversations, the Town has been working with the District to draft this updated IGA, which encompasses both the SROs for the high school and middle schools, as well as incorporating the prior IGA for the SMOs to move forward as SROs assigned to the elementary schools and certain covered charter schools. Staff is recommending that Town Council approve this IGA for the 2021-2022 school year and the 2022-2023 school year.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

In August of 2019, the Town of Parker entered into an Amended and Restated Intergovernmental Agreement (SRO IGA) with the District to provide three full-time SROs for Legend High School, Sierra Middle School and Cimarron Middle School. This was an

adjustment to the number of SROs throughout Douglas County in response to the STEM School tragedy in which the District began budgeting for SROs at all high schools and middle schools at a 50% match in salary, benefits, and equipment costs between the District and the various jurisdictions within the District.

In October of 2019, the Town of Parker entered into a separate IGA with DCSD for the School Marshal Program (SMP IGA) to provide one full-time officer and a second part-time officer position for the elementary schools and the majority of charter schools within the District. Under the SMP IGA, DCSD reimbursed the Town one hundred percent (100%) of all salary, benefits, and equipment costs for the full-time officer and also reimbursed the Town for one hundred percent (100%) of all salary, benefits, and equipment for all hours provided by officers filling the second part-time SMO position for the elementary schools and charter schools.

With the 2021-2022 school year, the District was seeking to streamline the IGAs with the various law enforcement departments that serve the jurisdictions in the District. Currently, the Parker Police Department is the only remaining department in Douglas County still operating under the SMO program.

The Town of Parker has been engaged in discussions with the District to update and combine the SRO and SMO IGAs into one agreement. Based on discussions with the District, the Town has also staffed a Sergeant position to oversee the SRO officers to serve the best interests of both the Town and the District.

With the modification of the SMO positions to SRO positions, the District is seeking to have the 50% cost-sharing applied to the officers filling the elementary school and charter school positions as well. The District has agreed to keep the 100% reimbursement in place for the current 2021-2022 school year but has requested the implementation of the 50% cost-sharing starting with the 2022-2023 school year.

Having Parker Police Officers assigned to the SRO positions within the schools located within the Town of Parker is a benefit to the Town and its citizens, and has served as a successful community partnership for a number of years. Therefore, it is staff's recommendation that Town Council approve the IGA with the District.

FINANCIAL IMPACT

The Town currently pays for wages, benefits and equipment for all officers, including the officers and Sergeant assigned to the SRO positions. Under the current IGA, the District reimburses the Town for 50% of the SROs and 100% for any SMO hours. For the 2021-2022 school year, the Sergeant was added at a 50% reimbursement from the District. Starting with the 2022-2023 school year, all officers assigned to work as SROs will be at a 50% cost-sharing between the Town and the District, with the District reimbursing costs on a quarterly basis.

STRATEGIC GOAL(S)



ATTACHMENTS

1. Ordinance No. 9.343

RECOMMENDED MOTION

I move to approve Ordinance No. 9.343 on second reading.

ORDINANCE NO. 9.343, Series of 2022

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE INTERGOVERNMENTAL AGREEMENT BETWEEN DOUGLAS COUNTY SCHOOL DISTRICT RE-1 AND THE TOWN OF PARKER REGARDING THE SHARING OF COSTS FOR PROVIDING POLICE OFFICERS TO ACT AS SCHOOL RESOURCE OFFICERS

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

Section 1. The Town Council of the Town of Parker hereby approves the Intergovernmental Agreement between Douglas County School District RE-1 and the Town of Parker Regarding the Sharing of Costs for Providing Police Officers to Act as School Resource Officers, which is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

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

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

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

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2022.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2022.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

EXHIBIT 1

INTERGOVERNMENTAL AGREEMENT BETWEEN DOUGLAS COUNTY SCHOOL DISTRICT RE-1 AND THE TOWN OF PARKER REGARDING THE SHARING OF COSTS FOR PROVIDING POLICE OFFICERS TO ACT AS SCHOOL RESOURCE OFFICERS

THIS AGREEMENT is made and entered into this _____ day of _____, 2022, by and between **DOUGLAS COUNTY SCHOOL DISTRICT RE-1** (“School District”) and the **TOWN OF PARKER** (“Town”). The School District and Town are sometimes collectively referred to together as the “Parties” and each as a “Party.”

RECITALS:

WHEREAS, the School District and Town wish to enter into a multi-year Intergovernmental Agreement (the “IGA”) for the sharing of costs to provide Police Officers as School Resource Officers (SROs) in the School District; and

WHEREAS, the Town wishes to provide Police Officers to the School District to act as SROs; and

WHEREAS, for the 2021-2022 school year, the Parties wish to share equally in the cost (50%) for providing three (3) SROs and one (1) Sergeant in the School District, with the School District funding an additional one (1) SRO at 100% of the cost; and

WHEREAS, for the 2022-2023 school year, the Parties wish to share equally (50%) in funding five (5) SROs and one (1) Sergeant in the School District.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and the recitals above which are hereby incorporated by reference, the Parties agree as follows:

1. **DUTIES:** The Town, through the Parker Police Department, shall provide Police Officers to function as SROs for the 2021-22 and 2022-23 school years pursuant to the following staffing schedules:
 - a. **For the 2021-22 school year**, the Town shall provide four (4) full-time Police Officers and one (1) Sergeant to function as SROs for the School District listed at the schools in ATTACHMENT A. A dedicated SRO will be stationed at each high school and middle school listed in ATTACHMENT A. One (1) SRO will patrol the elementary and charter schools listed in ATTACHMENT A, and the SRO Sergeant will assist, if available.
 - b. **For the 2022-23 school year**, the Town shall provide five (5) full-time Police Officers and one (1) Sergeant to function as SROs for the School District listed at the schools in ATTACHMENT A. A dedicated SRO will be stationed at each high school and middle school listed in ATTACHMENT A. Two (2) SROs will patrol the elementary and charter schools listed in ATTACHMENT A, and the SRO Sergeant will assist, if available.
2. **SCOPE OF SERVICES:** The duties of the SRO include, but are not limited to, the following:
 - a. Provide education and counseling to students on law enforcement matters;
 - b. Act as liaisons between the Parker Chief of Police (“Chief of Police”) and the School District;
 - c. When appropriate, coordinate or assist on matters of mutual law enforcement concern between the School District and Chief of Police;

- d. Work with members of the School District to allow for an open environment of discussion, within the limitations of the law and policy, geared to understanding and respect for each other;
 - e. When appropriate, investigate or assist in the investigation of law enforcement and public safety issues while on campus;
 - f. An SRO assigned to a particular school will participate, when available, in the school's administration team's administration meetings pertaining to all safety and security matters, including, but not limited to, student safety plans, response protocols for behavior de-escalation, threat assessments, students in crisis, or any other related matter;
 - g. Assigned SROs or law enforcement (if SRO is not available) **MUST** be notified by the School District at the onset of any threat screening process when determining if a full threat assessment is needed;
 - h. SROs must be informed and updated by the School District on any and all student safety plans;
 - i. SROs will be advised by the School District of students with special needs, emotional disabilities and/or self-regulation challenges and informed of the School District's position on the best methods for prevention and de-escalation;
 - j. The School District shall provide SROs with the following training: Threat Assessments, School Response Protocol (SRP), Support with Students with Disabilities Across the Continuum, Mandatory Reporter and Anxiety Training;
 - k. The School District shall provide SROs training in mental health and/or crisis intervention (*e.g.*, Safe Talk, ASIST, Crisis Intervention Training (CIT) or Mental Health First Aid);
 - l. SROs will attend annual training specific to school safety and/or school resource officers (*e.g.*, National School Resource Officer's ("NASRO") conference); and
 - m. The elementary/charter school SRO(s) will contact assigned schools on a daily basis, when school is in session, either by physical presence or through available forms of electronic communication, and allowing for necessary absences by the SRO. If the SRO Sergeant is available, the Sergeant will assist in contacting the elementary schools as necessary and appropriate.
3. **EQUIPMENT/USE OF FACILITIES:** School District high schools and middle schools will provide a private and secure room, on campus, for the SROs. The room will be equipped with a telephone and computer for conducting confidential investigations and interviews. All other equipment utilized by the SROs will be issued, maintained and owned by the Parker Police Department. SROs will have access to student information and records consistent with the requirements of federal and state law and School District policies, including those requirements existing under the Family Educational Rights and Privacy Act (FERPA).
4. **OWNERSHIP OF DOCUMENTS:** All records and documents created by Parker Police Department employees related to SRO investigations will be managed and maintained at the Parker Police Department. Unless otherwise provided by law, the Parker Police Department does not assume custody and control of documents created by other entities, including the School District, even if such files may be included as part of an investigation. Unless required by law, individuals seeking such information will be directed to the School District regarding the same. Any Parker Police Department records being requested by the School District must be directly requested through the Parker Police Department Records Department and/or the proper Commander. All records in the possession of the Parker Police Department will be retained based on the applicable records retention policies of the Town of Parker and/or Parker Police Department, or as otherwise required by law. Additionally, the Town of Parker and Parker Police Department are subject to the requirements of both the Colorado Open Records Act ("CORA") and the Colorado Criminal Justice Records Act ("CCJRA") and any records may be subject to disclosure as required by CORA, CCJRA, or other applicable law.

5. FINANCIAL COST SHARING:

- a. **2021-22 School Year:** As estimated and outlined in ATTACHMENT C(a), the Parties agree to share equally in the cost (50%) for providing three (3) SROs and one (1) Sergeant in the School District, with the School District funding an additional one (1) SRO at 100% of the cost. As set forth in ATTACHMENT C(a), such costs shall include, but not be limited to, the salary, benefits, training, and other ongoing costs. The School District shall pay its portion of the costs on a quarterly basis upon receipt of an invoice by the Town, net 30 days. All SRO overtime and/or time worked outside of the typical schedule, as set forth in Attachment B, shall be invoiced by the Town separately at a one and one-half time rate of pay (based on the individual SRO's rate of pay as set forth in ATTACHMENT C(a)) for any hours worked, and shall include the following information: officer name, school, event, hours covered, hourly rate charge and total amount being invoiced, and will be reimbursed by the School District at 100%.
- b. **2022-23 School Year:** Subject to budgeting and annual appropriations, the Parties agree to share equally (50%) in funding five (5) SROs and one (1) Sergeant in the School District. As set forth in Attachment C(b), such costs shall include, but not be limited to, the salary, benefits, training, and other ongoing costs. The School District shall pay its portion of the costs on a quarterly basis upon receipt of an invoice by the Town, net 30 days. All SRO overtime and/or time worked outside of the typical schedule, as set forth in Attachment B, shall be invoiced by the Town separately at a one and one-half time rate of pay (based on the individual SRO's rate of pay as set forth in ATTACHMENT C(b)) for any hours worked, and shall include the following information: officer name, school, event, hours covered, hourly rate charge and total amount being invoiced, and will be reimbursed by the School District at 100%.

6. **PERSONNEL & SUPERVISION:** The SROs shall remain employees of the Town at all times. The SROs shall perform duties under the control of the Parker Police Department and shall be afforded the same employment rights and benefits as other officer members. A description of the SRO's general duties is included in ATTACHMENT B. Any conflict in schedule or duties shall be resolved by the Chief of Police or his/her authorized designee.

The School District shall partner with the Chief of Police during the interview and selection process of the School District's SROs. However, the ultimate decision regarding assignment of officers is within the discretion of the Chief of Police and based on the needs of the Town of Parker and the Parker Police Department. SROs shall understand and support the mission of the School District and their assigned school(s).

SROs are subject to the Parker Police Department's chain of command and to the policies, procedures, rules, regulations, directives, and orders of the Chief of Police and the Town. The SROs will also comply with the laws, policies, and regulations of the School District to the extent that the same are not in conflict with those of the Town, the Chief of Police, or applicable law. Although SROs will work closely with the school administrators and faculty to determine the most effective use of officers' time and expertise, SROs shall not be subject to supervision or direction by the School District.

7. **TERM:** Subject to budgeting and annual appropriations, the term of this Agreement shall be from July 1, 2021, through June 30, 2023, and shall thereafter automatically continue for successive one-year terms unless sooner terminated by either party in accordance with Section 8 below.

8. **TERMINATION:** This Agreement may be terminated by either party upon sixty (60) days written notice in writing to the other party. The School District shall only be responsible for its respective share of the ongoing costs incurred as of such termination date.

9. **NOTICE:** Any notice required to be given by this Agreement shall be addressed as follows

To the District: Andria Miller
Douglas County School District RE-1
620 Wilcox Street
Castle Rock, Colorado 80104

With a copy to: Mary Kay Klimesh
General Counsel
Douglas County School District RE-1
620 Wilcox Street
Castle Rock, Colorado 80104

To the Town: Michelle Kivela, Town Administrator
20120 E. Mainstreet
Parker, Colorado 80138

With a copy to: Parker Police Department
Attn: James Tsurapas, Chief of Police
18600 E. Lincoln Meadows Parkway
Parker, Colorado 80134

10. **NO THIRD-PARTY BENEFICIARIES:** None of the terms or conditions of this Agreement gives or allows any claim, benefit, or right of action by any third person not a party hereto.

11. **AMENDMENTS:** This Agreement constitutes the entire agreement of the parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended, modified, or changed, in whole or part, only by written agreement approved by each party.

12. **AUTHORIZED REPRESENTATIVE:** The Parker Chief of Police is designated as the authorized representative of the Town for the purpose of administering, coordinating, and approving the work performed by the SROs under this Agreement.

13. **NO WAIVER OF GOVERNMENTAL IMMUNITY ACT:** The Parties hereto understand and agree that neither Party waives nor intends to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§24-10-101 to 120, C.R.S., or otherwise available to the Parties.

14. This Agreement is entered into as of the day and year set forth above.

TOWN OF PARKER

ATTEST:

Chris Vanderpool, Town Clerk

Jeff Toborg, Mayor

Date: _____

Date: _____

Approved as to form:

James S. Maloney, Town Attorney

Date: _____

DOUGLAS COUNTY SCHOOL RE-1

By: _____
Mike Peterson, President
Board of Education

Date: _____

ATTEST:

By: _____
Becky Myers, Secretary
Board of Education

Date: _____

Approved as to Legal Form:

Mary Kay Klimesh, General Counsel

Date: _____

ATTACHMENT A

Douglas County School District High Schools, Middle Schools, Elementary Schools and Charter/Alternative Schools receiving SRO services within Parker Police Department Jurisdiction.

District Schools:

High Schools:

1. Legend High School

Middle Schools:

1. Sierra Middle School
2. Cimarron Middle School

Elementary Schools:

1. Cherokee Trail Elementary
2. Frontier Valley Elementary
3. Gold Rush Elementary
4. Iron Horse Elementary
5. Legacy Point Elementary
6. Pine Lane Elementary
7. Pioneer Elementary
8. Prairie Crossing Elementary

Charter/ Alternative Schools:

1. Challenge to Excellence
2. Leman Academy
3. Global Village Academy
4. Parker Performing Arts School

ATTACHMENT B

SRO Job Description

The Parker Police Department has a School Resource Officer (SRO) program. The SROs are employed through the Town of Parker, Parker Police Department as Patrol officers and will follow the guidelines and job descriptions as applicable to their position as provided for in the Town of Parker's and Parker Police Department's standard job descriptions, policies, procedures, rules and regulations.

The SRO is generally responsible for handling in-progress law enforcement related calls on the campus of the SRO's assigned school(s), education, training, and counseling duties, as needed and as agreed upon between the School District and the Parker Police Department. The SRO duties may include, but are not limited to, the following:

Schedule: Typically, Monday through Friday 0700 – 1500, which includes the time for the SROs to don/doff, attend their Department briefing as necessary, and travel to/from their assigned school.

Working the traditional school calendar

- Respond to law enforcement related calls within his/her assigned school
- Investigation and follow up of criminal offenses (including some felony investigations) that are reported in/to the school staff or the SRO, as appropriate, pursuant to the law and Parker Police Department policy and procedure.
- Assists the school administration with matters involving school security and safety. This may include input involving the most appropriate course of action related to a student's alleged misconduct (such as the appropriateness of pursuing criminal charges)
- Assists the school staff with classroom presentations involving areas that directly affect the students and law enforcement
- Assists the school administrators, staff and counselors with matters that are confidential and fall under the CRS statute of mandatory reporting
- If appropriate, being available as a resource for parents/guardians on issues related to the juvenile justice system.

ATTACHMENT C(a)
2021-2022 SRO PROGRAM COSTS

ATTACHMENT C(a)									
	Sergeant (1 FTE) (50%)		SROs (3 FTE) (50%)		SRO (1 FTE) (100%)		Grand Total (5 FTE)		
SRO Program and SRO Shared Costs	School District Portion	Town Portion	School District Portion	Town Portion	School District Portion	Town Portion	School District Portion	Town Portion	Total Costs- Additional SROs
Salaries	\$51,617.50	\$51,617.50	\$142,720.50	\$142,720.50	\$82,191.00	\$0.00	\$276,529.00	\$194,338.00	\$470,867.00
Benefits	\$15,485.50	\$15,485.50	\$42,816.00	\$42,816.00	\$24,657.00	\$0.00	\$82,958.50	\$58,301.50	\$141,260.00
Annual SRO Training/ Travel - All 2022 and 2023 NASRO Costs to be paid by DCSD	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Equipment (See attached for included equipment) - not including vehicle	\$7,500.00	\$7,500.00	\$22,500.00	\$22,500.00	\$15,000.00	\$0.00	\$45,000.00	\$30,000.00	\$75,000.00
Ongoing Shared Costs Total	\$74,603.00	\$74,603.00	\$208,036.50	\$208,036.50	\$121,848.00	\$0.00	\$404,487.50	\$282,639.50	\$687,127.00

Overtime and/or 1.5 time rate of pay	Rate/hr.	90hrs
Sergeant	NA	NA
SROs (3) [OT/1.5 rate of pay per officer = \$68.62]	\$205.86	\$18,257.40
SMP (Elementary SRO)	NA	NA
Total		\$18,257.40

ATTACHMENT C(b)
2022-2023 SRO PROGRAM COSTS

ATTACHMENT C(b)							
	Sergeant (1 FTE) (50%)		SROs (5 FTE) (50%)		Grand Total (6 FTE)		
SRO Program and SRO Shared Costs	School District Portion	Town Portion	School District Portion	Town Portion	School District Portion	Town Portion	Total Costs- Additional SROs
Salaries	\$53,682.20	\$53,682.20	\$247,382.50	\$247,382.50	\$301,064.70	\$301,064.70	\$602,129.40
Benefits	\$16,104.66	\$16,104.66	\$74,214.75	\$74,214.75	\$90,319.41	\$90,319.41	\$180,638.82
Annual SRO Training/ Travel - All 2022 and 2023							
NASRO Costs to be paid by DCSD	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Equipment (See attached for included equipment) - not including vehicle	\$7,500.00	\$7,500.00	\$37,500.00	\$37,500.00	\$45,000.00	\$45,000.00	\$90,000.00
Ongoing Shared Costs Total	\$77,286.86	\$77,286.86	\$359,097.25	\$359,097.25	\$436,384.11	\$436,384.11	\$872,768.22

Overtime and/or 1.5 time rate of pay	Rate/hr.	90hrs
Sergeant	NA	NA
SROs (3) [OT/1.5 rate of pay per officer = \$71.36]	\$71.36	\$19,267.20
Elementary SRO (2)	NA	NA
Total		\$19,267.20



Request for Town Council Action

Date: February 22, 2022

Submitted By: Brett Collins, Projects Administrator

Reviewed By: Michelle Kivela, Town Administrator

Title: **Land Dedication Agreement with Shea Homes for the Tract Q Open Space (Southeast Corner of Mainstreet and Chambers)**
Department: **Parks, Recreation and Open Space,**
Brett Collins

EXECUTIVE SUMMARY

Shea Homes owns 20.25 acres of land located in Douglas County on the southeast corner of Mainstreet and South Chambers Road. Shea Homes has indicated they will deed the 20.25 acre parcel to the Town for open space and trail purposes. In addition to the land dedication, Shea will also reimburse the Town for constructing the existing sidewalk on the east side of South Chambers Road that runs the length of the property. The funds will be used to build a trail on the property. Please see the attached maps and photos of the property.

Staff recommends accepting the 20.25 acre open space land dedication by Special Warranty Deed and the transfer of the reimbursement funds for the sidewalk on the east side of South Chambers Road by a Dedication Agreement, a copy of which is attached.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Shea Homes is continuing the development, but nearing completion, of the Stepping Stone Subdivision in Douglas County on the southwest corner of Mainstreet and Chambers Road. As this property was being developed, the Town extended Chambers Road to the south and annexed it into the Town. This created a 20.25 acre remnant parcel on the east side of Chambers Road that is still part of unincorporated Douglas County. The parcel is shown as open space on the Douglas County development plan and includes a regional trail connection from the East-West Trail on the south to the Newlin Crossing Subdivision on the north, which will create a trail connection to the Cherry Creek Trail through Stonegate.

The Douglas County subdivision agreement for Stepping Stone required Shea Homes to construct an eight-foot-wide sidewalk on the east side of Chambers Road. When the Town built the road, the sidewalk was included and it met the requirements of the subdivision agreement. Shea Homes has agreed to pay the Town \$208,000 for the sidewalk to meet their subdivision agreement commitment with the County. In the discussion about the sidewalk, Shea indicated

they would be willing to deed the 20.25 acre remnant to the Town as there is little developable acreage there due to the floodplain and the narrow configuration of the land area as it is “cut-off” from the Stepping Stone Subdivision on the west side of Chambers Road (a principal arterial roadway).

Staff supports accepting the open space land dedication because it meets the 2010 Open Space, Trails, and Greenways Master Plan Acquisition Criteria. The property has the following open space conservation values:

Site Context

- The property is adjacent and connected to the existing Regency Metro District Open Space, Douglas County Open Space and Town Open Space parcels.

Environment/Ecology

- It allows for a wider wildlife/habitat corridor west of Newlin Gulch.
- Preserves grasslands.
- The property would serve as a buffer for the Newlin Gulch riparian area from South Chambers Road.

Scenic/Aesthetic/Sense of Place

- Provides a break in development when entering the Town from the west along Mainstreet.

Outdoor Recreation/Public Use

- It allows for a better regional trail connectivity experience from the Cherry Creek Trail to the East-West Trail.

Price

- The land will be acquired at no cost to the Town.
- Maintenance and management costs are reasonable.

If the property is obtained, it will be annexed into the Town and staff recommends the property be zoned as open space. The Town will build the regional trail connection to meet the intent of the Douglas County Development Plan and provide connectivity to the East-West and Cherry Creek Regional Trails.

FINANCIAL IMPACT

Staff anticipates some nominal costs for survey and title work to internally process the annexation and zoning of the property acquisition.

The estimated cost to build the trail is \$1,003,000, which includes building a drainage crossing, retaining walls, a trail underpass at Mainstreet and access to Chambers and Mainstreet from the underpass. The \$208,000 in reimbursement funds from Shea Homes and \$475,000 in Parks, Trails and Open Space funds will be used to construct the trail connection. Additional funding in the amount of \$320,000 will be needed to complete the trail construction. Staff anticipates requesting additional funds at the time of the fall supplemental budget request. The Parks, Recreation and Open Space fund has a positive fund balance and cost savings on 2021 projects to cover the anticipated shortfall.

There will be annual costs of approximately \$6,000 for trail maintenance, occasional mowing and weed control.

STRATEGIC GOAL(S)



SUPPORT AN
ACTIVE COMMUNITY

ATTACHMENTS

1. Maps and Photos of the Property
2. Tract Q Dedication Agreement_Signed by Shea_1.20.2022

RECOMMENDED MOTION

I move to approve the Dedication Agreement with Shea Homes for the Tract Q Property.

Site Vicinity Map



Conceptual Alignment of the Newlin Gulch Trail Coupled with the Chambers Road Sidewalk



Existing Detention Pond to Remain

Existing 8' Chambers Road Sidewalk

Existing 10' Combined Chambers Road Sidewalk and Newlin Gulch Trail

Existing 8' Chambers Road Sidewalk

Existing Undercrossing

Existing East / West Trail by Douglas County

Future Trail Undercrossing Utilizing Bridge Over Newlin Gulch

Proposed Future Newlin Gulch Trail

Shea Homes Tract Q

Proposed Future Newlin Gulch Trail

Existing East / West Trail by the Town of Parker



Underpass Crossing



Looking North to
Mainstreet



Looking South to
the East-West Trail

TRACT Q DEDICATION AGREEMENT

THIS DEDICATION AGREEMENT (the "Agreement") is made and entered into this ____ day of 2022, by and between Shea Homes Limited Partnership, a California limited partnership, whose address is 9380 Station Street, Suite 600, Lone Tree, Colorado 80124 ("Shea") and the Town of Parker, a Colorado home rule municipality, whose address is 20120 E. Mainstreet, Parker, Colorado 80138 (the "Town").

RECITALS:

A. Shea owns Tract Q, Meridian International Business Center Filing No. 7, according to the recorded plat thereof, Douglas County, Colorado (the "Property").

B. Shea is obligated to dedicate the Property to public use and to pay for the construction of a regional public trail to be located within the Property (the "Development Obligation").

C. Shea desires to satisfy the Development Obligation by dedicating the Property to the Town and paying the Town Two Hundred Eight Thousand Dollar (\$208,000) for the construction of a regional public trail by the Town to be located within the Property (the "Trail Funds").

D. The Town desires to accept the dedication of the Property and the payment of the Trail Funds in satisfaction of the Development Obligation.

NOW, THEREFORE, in consideration of the above premises, the mutual promises and covenants below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Dedication of Property. Subject to the terms, provisions, covenants and conditions herein contained, Shea hereby agrees to dedicate the Property and the Town hereby agrees to accept the dedication of the Property, by special warranty deed, in the form attached as **Exhibit A** and incorporated by this reference, free and clear of all liens and encumbrances, except permitted exceptions, to be delivered to the Town at closing (the "Deed").

2. Payment of the Trail Funds. Shea shall pay to the Town the Trail Funds in cash or certified funds, delivered to the Town at closing.

3. Title Commitment; Title Policy. The Town may, at its option and expense, obtain a current commitment for a title insurance policy and obtain a title insurance policy current as of the date of closing.

4. Closing Documents. At closing, Shea shall execute and deliver to the Town the following documents:

a. The Deed dedicating the Property to the Town, in fee simple, free and clear of all general real estate taxes on the Property not yet due and payable as of the date of closing.

b. The Trail Funds.

5. Closing. The date, time and location of closing shall be mutually agreed up on by Shea and the Town, as soon as possible following the execution of this Agreement, but no later than December 31, 2022. In the event the closing does not occur on or before December 31, 2022, this Agreement shall automatically terminate and Shea shall continue to be subject to the Development Obligation.

6. Closing Costs. The Town shall pay any closing fees charged by the title insurance company and all recording fees for the Deed. Each party shall be responsible for the payment of its own attorneys' fees incurred in connection with the transaction that is the subject of this Agreement.

7. Taxes. Shea shall pay all personal property taxes and general property taxes due on the Property for the year of closing and all preceding years. General taxes for the year of closing shall be apportioned between the parties to the date of delivery of the Deed.

8. Shea's Representations. Shea represents that, to Shea's knowledge (which for purposes hereof shall mean the current actual knowledge of Ryan McDermid, who Shea represents has familiarity with the Property and is authorized to make the following representations), as of the date hereof, and as of the date of the closing, that the following are true and correct:

a. No litigation or investigations. There is no pending or threatened litigation, proceeding, or investigation by any governmental authority or any other person known to Shea against or otherwise affecting the Property.

b. Leases. There are no leases, tenancies or rental agreements relating to the Property, or to any part thereof.

c. Third-party improvements. Shea has notified the Town of all improvements, real or personal, on the Property not owned by Shea and Shea hereby warrants to the Town that it is the lawful owner of all other improvements located in or on the Property.

d. Easements. Shea has notified the Town of all easements, rights-of-way or claims of possession known to Shea which are not shown by record and not apparent from a physical inspection of the Property, whether by grant, prescription, adverse possession or otherwise, as to any part of the Property.

e. No landfill. No part of the Property has ever been used as a landfill, and no materials have ever been stored or deposited upon the Property which would, under any applicable governmental law or regulation, require that the Property be treated or materials removed from the Property prior to the use of the Property, for any purpose which would be permitted by law but for the existence of said materials on the Property.

f. No pollution.

(1) The Property is not contaminated with any hazardous substance;

(2) Shea has not caused and will not cause, and to the best of Shea's knowledge, the release of any hazardous substance on the Property;

(3) The Property is not subject to any federal, state or local "superfund" lien, proceedings, claim, liability or action, or the threat of likelihood thereof, for the cleanup, removal, or remediation of any such hazardous substance from the Property or from any other real property owned or controlled by Shea or in which Shea has any interest, legal or equitable;

(4) There is no asbestos on the Property;

(5) There is no underground storage tank on the Property; and

(6) By acquiring the Property, the Town will not incur or be subject to any "superfund" liability for the cleanup, removal, or remediation of any hazardous substance from the Property, or any liability, cost or expense for the removal of any asbestos or underground storage tank from the Property.

9. Town's Obligations. Following the completion of the closing described herein, the Town shall be responsible for construction of the regional public trail to be located within the Property, subject to the budget and appropriation of the funds necessary to construct such trail.

10. Time. Time is of the essence hereof and all terms, conditions and covenants shall be tendered or performed as specified herein.

11. Agreement Binding. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns. The parties hereto agree that, except for such of the terms, conditions, covenants and agreements hereof which are, by their very nature, fully and completely performed upon closing, all of the terms, conditions, representations, warranties, covenants and agreements herein set forth and contained shall survive the closing and shall continue to be binding upon the parties and their above-named successors.

12. Colorado Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by the laws of the State of Colorado.

13. Entire Agreement. This Agreement embodies the complete Agreement between the parties and cannot be modified or amended, except by the written agreement of the parties.

14. Whenever used herein, the singular number shall include the plural, the plural the singular; and the use of any gender shall be applicable to all genders.

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

TOWN OF PARKER, COLORADO

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

**SHEA HOMES LIMITED PARTNERSHIP, a
California limited partnership**

[Signature] RYAN McDERMED ASSISTANT SECRETARY [name/title]
[Signature] Jeffrey H. Donelson [name/title]
Assistant Secretary

STATE OF Colorado)
)ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 20th day of January, 2022, by Ryan McDermid, as Assistant Secretary and Jeffrey Donelson, as Assistant Secretary of Shea Homes Limited Partnership, a California limited partnership.

My commission expires: 6/10/25.

SEAL

[Signature]
Notary Public

MELISSA SAAS
NOTARY PUBLIC
STATE OF COLORADO
Notary ID 20214022627
My Commission Expires 06/10/2025

EXHIBIT A

Form of Special Warranty Deed

EXHIBIT A

SPECIAL WARRANTY DEED

SHEA HOMES LIMITED PARTNERSHIP, a California limited partnership, Grantors, whose street address is 9380 Station Street, Suite 600, Lone Tree, Colorado 80124, County of Douglas, State of Colorado, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby sells and conveys to the **TOWN OF PARKER**, a Colorado home rule municipality, whose street address is 20120 East Mainstreet, Parker, Colorado 80138, County of Douglas, State of Colorado, and its successors and assigns forever, the real property described in **Exhibit 1**, attached hereto and made a part hereof, in the County of Douglas, State of Colorado, together with improvements, if any, and with all its appurtenances, if any, and **WARRANTS THE TITLE** against all persons claiming under Grantor, subject to those matters listed in **Exhibit 2**, attached hereto and made a part hereof.

Signed this _____ day of _____, 2022.

GRANTOR:

**SHEA HOMES LIMITED PARTNERSHIP, a
California limited partnership**

By: _____
[name, title]

By: _____
[name, title]

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by _____, as _____, and _____, as _____ of Shea Homes Limited Partnership, a California limited partnership.

My commission expires: _____.

SEAL

Notary Public

EXHIBIT 1

Legal Description

Tract Q, Meridian International Business Center, Filing No. 7, according to the recorded plat thereof, County of Douglas, State of Colorado.

EXHIBIT 2
Permitted Exceptions

1. Any existing leases or tenancies, and any and all parties claiming by, through or under said lessees.
2. Terms, conditions, provisions, agreements, reservations and obligations contained in the Warranty Deed, as set forth below:

Recording Date: April 3, 1896
Recording No.: Book 10, Page 460

Quitclaim Deed (in regards thereto):
Recording Date: April 15, 1971
Recording No.: Book 217, Page 147

Relinquishment and Quitclaim:
Recording Date: July 14, 2003
Recording No.: Reception No. 2003105071

Relinquishment and Quitclaim:
Recording Date: November 15, 2004
Recording No.: Reception No. 2004116516

3. Terms, conditions, provisions, agreements and obligations contained in the Consent to Withdraw Groundwater, as set forth below:

Recording Date: December 31, 1987
Recording No.: Book 768, Page 751

Assignment of Consent to Withdraw Groundwater:
Recording Date: October 14, 2003
Recording No.: Reception No. 2003150385

4. Any taxes or assessments by reason of the inclusion of the Land in the Cherry Creek Basin Authority:

Recording Date: May 6, 1988
Recording No.: Book 790, Page 718

5. Terms, conditions, provisions, agreements and obligations contained in the Connector's Agreement, as set forth below:

Recording Date: June 7, 2000
Recording No.: Book 1854, Page 1580

6. Terms, conditions, provisions, agreements and obligations contained in the Special Warranty Deed, as set forth below:

Recording Date: July 21, 2003

Recording No.: Reception No. 2003108539 and re-recorded July 21, 2003 at Reception No. 2003108568

7. Terms, conditions, provisions, agreements and obligations contained in the Resolution Number R-004-050, as set forth below:

Recording Date: April 8, 2004

Recording No.: Reception No. 2004035428

8. Any taxes or assessments by reason of the inclusion of the Land in the Meridian Village Metropolitan District No. 2:

Recording Date: May 26, 2004

Recording No.: Reception No. 2004053672

Order Correcting the Legal Description in the Order and Decree to Create the Meridian Village Metropolitan District No. 2:

Recording Date: July 2, 2004

Recording No.: Reception No. 2004069087

Corrected Order and Decree to Create District:

Recording Date: December 17, 2004

Recording No.: Reception No. 2004127693

Order of Inclusion:

Recording Date: April 28, 2005

Recording No.: Reception No. 2005036866

9. Easements, notes, terms, conditions, provisions, agreements and obligations, as shown on the plat of Meridian International Business Center, Filing No. 7:

Recording Date: June 27, 2005

Recording No.: Reception No. 2005057700

Technical Plat Correction Certificate:

Recording Date: August 15, 2006

Recording No.: Reception No. 2006070018

10. Terms, conditions, provisions, agreements and obligations contained in the Restated Connector's Agreement, as set forth below:

Recording Date: August 17, 2005

Recording No.: Reception No. 2005077046

Assignment and Assumption of Restated Connector's Agreement:

Recording Date: August 17, 2005

Recording No.: Reception No. 2005077047

Assignment and Assumption of Restated Connector's Agreement:

Recording Date: August 17, 2005

Recording No.: Reception No. 2005077048

Assignment of Restated Connector's Agreement:

Recording Date: August 17, 2005

Recording No.: Reception No. 2005077049

11. Covenants, conditions and restrictions, but omitting any covenants or restrictions, if any, including, but not limited to, those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document:

Recording Date: October 20, 2005

Recording No.: Reception No. 2005101092

Notice of Change of Address:

Recording Date: April 8, 2010

Recording No.: Reception No. 2010022092

Agreement Regarding Delegation of Design Control Functions:

Recording Date: March 14, 2014

Recording No.: Reception No. 2014012559

12. Terms, conditions, provisions, agreements and obligations contained in the Meridian International Business Center Planned Development 9th Amendment, as set forth below:

Recording Date: May 9, 2006

Recording No.: Reception No. 2006039127

13. Terms, conditions, provisions, agreements and obligations contained in the Meridian International Business Center Planned Development 10th Amendment, as set forth below:

Recording Date: April 25, 2007

Recording No.: Reception No. 2007032970

Correction Certificate:

Recording Date: May 3, 2007

Recording No.: Reception No. 2007035776

14. Covenants, conditions and restrictions, but omitting any covenants or restrictions, if any, including, but not limited to, those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth

in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document:

Recording Date: April 1, 2011
Recording No.: Reception No. 2011021484

15. Terms, conditions, provisions, agreements and obligations contained in the Meridian International Business Center 13th Amendment, as set forth below:

Recording Date: July 14, 2011
Recording No.: Reception No. 2011042263

16. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Public Service Company of Colorado
Purpose: Utility Lines and Fixtures
Recording Date: April 18, 2016
Recording No.: Reception No. 2016023051

17. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Town of Parker, Colorado
Purpose: Recreational Trail and Drainage Easement Agreement
Recording Date: May 13, 2016
Recording No.: Reception No. 2016029897

18. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Public Service Company of Colorado
Purpose: Utility lines and appurtenances
Recording Date: April 19, 2021
Recording No.: Reception No. 2021050787

19. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Public Service of Colorado
Purpose: Utility lines and appurtenances
Recording Date: June 8, 2021
Recording No.: 2021071446



Request for Town Council Action

Date: February 22, 2022

Submitted By: Brett Collins, Projects Administrator

Reviewed By: Michelle Kivela, Town Administrator

Title: O'Brien Park Playground Equipment

Amount: \$338,900.97

Contractor: Landscape Structures, Inc.

Department: Parks, Recreation and Open Space

EXECUTIVE SUMMARY

Improvements to the O'Brien Park Playground were originally budgeted in 2019. A community input process was completed and a preferred concept for the reimagined playground was selected. The project was put on hold due to the COVID-19 pandemic. Funds for the project are now included in the 2022 budget and staff is moving the project forward to construction. Due to potential supply chain issues and shipping times, staff recommends purchasing the playground equipment in advance of the construction contract award utilizing a cooperative purchasing alliance to make sure the playground equipment is available when needed for installation. Please see the attached O'Brien Park Playground Site Plan and equipment renderings.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

In 2019, a community process was initiated to gain input from Parker Town residents on what improvements were needed at O'Brien Park Playground. The first workshop, held in October, gathered information on what amenities participants would like to see from a community perspective. The ideas, thoughts and input were reviewed and put into three concept plans. A Community Hub Concept, Pine Grove Concept and Hillside Adventure Concept were developed. The second workshop, held in December, allowed participants to vote on which concept they preferred and asked questions about why they liked each concept. The most votes garnered from the three concepts was for the Hillside Adventure. Staff and the Hord Coplan Macht design team compiled the input and designed a plan reflecting the needs and desires of the community.

In November of 2021, the Conceptual Plan for the O'Brien Playground was presented to the Town Council at a study session. Adequate shade, additional picnic table seating, musical instruments and ADA accessibility were the major comments received from the Council. Staff directed Hord Coplan Macht to incorporate the input received from the Council into the design and it is now part of the Site Plan.

Because of ongoing supply chain issues, staff is proactively seeking ways to limit the disruption to construction project schedules. To ensure the playground equipment will arrive in time for an early fall installation, staff is ordering the equipment in advance of awarding a construction contract for the site work, landscape, irrigation and play equipment installation. Ordering the equipment in advance will allow extra time if there are shipping delays and will also save contractor mark-up on the equipment.

The Town of Parker Operations Manual allows the use of competitively solicited cooperative contracts through purchasing alliances. Staff recommends using Sourcewell to purchase the playground equipment.

The construction portion of the project will be formally bid in April. It is anticipated that staff will bring a contract to a regular meeting agenda for Council consideration for approval in May. If approved, the construction will be scheduled from May to October of this year.

FINANCIAL IMPACT

The Council approved 2022 project budget is \$1,600,000. The cost for the playground equipment is \$338,900.97. The remaining funds will be used for site work, construction and other equipment for the project. The total estimated cost for the project is \$2,000,000 based on the final design documents. Staff anticipates a shortfall of funds due to the addition of shade structures, seating, full ADA accessibility and increasing materials costs. A spring supplemental budget request will be submitted for \$400,000 to cover the additional anticipated costs. The Parks, Recreation and Open Space fund has a positive fund balance and cost savings on 2021 projects to cover the anticipated shortfall.

STRATEGIC GOAL(S)



SUPPORT AN
ACTIVE COMMUNITY

ATTACHMENTS

1. O'Brien Park Playground Site Plan and Equipment

RECOMMENDED MOTION

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

O'Brien Playground Improvements – Site Plan



PARKS AND RECREATION
DEPARTMENT



PARKER
COLORADO
Parks and Recreation

O'Brien Playground Improvements – Main 5-12 Year Play Structure



PARKS AND RECREATION
DEPARTMENT



PARKER
COLORADO
Parks and Recreation

O'Brien Playground Improvements – Main 5-12 Year Play Structure



landscape
structures

O'Brien Park_BM

1142409-03-04-33 • 01.24.2022



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PARKS AND RECREATION
DEPARTMENT



PARKER
COLORADO
Parks and Recreation

O'Brien Playground Improvements - ADA 5-12 Year Play Structures



landscape
structures

O'Brien Park_BM

1142409-03-04-28 • 01.24.2022



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PARKS AND RECREATION
DEPARTMENT



PARKER
COLORADO
Parks and Recreation

O'Brien Playground Improvements - 2-5 Year Play Structures



PARKS AND RECREATION
DEPARTMENT



PARKER
COLORADO
Parks and Recreation

O'Brien Playground Improvements - Hillside Play Structures



PARKS AND RECREATION
DEPARTMENT



PARKER
COLORADO
Parks and Recreation



Request for Town Council Action

Date: February 22, 2022

Submitted By: Alex Mestdagh, Engineering Service Manager

Reviewed By: Michelle Kivela, Town Administrator

Title: **First Amendment to the Cottonwood Highlands Filing No. 7 Subdivision Improvement Agreement**

Department: **Engineering and Public Works, Alex Mestdagh**

EXECUTIVE SUMMARY

This item proposes an amendment to the Subdivision Improvement Agreement for Cottonwood Highlands Filing No. 7. This amendment has been requested to allow for probationary acceptance of the public improvements while awaiting delivery of traffic signal poles that have been delayed due to supply chain issues.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Cottonwood Highlands Filing No. 7 is located generally at the southwest corner of Jordan Road and Cottonwood Drive. This subdivision was approved by Town Council in November of 2020, and created 104 duplex units. The subdivision was obligated to construct several key public improvements to support the development of the completion of the south half of Cottonwood Drive between Lanceleaf Drive and Jordan Road including the ultimate traffic signal at the intersection of Jordan Road and Cottonwood Drive. When combined with the Town Capital Improvement Project that widened Cottonwood Drive to the east of Jordan Road, these improvements resulted in a continuous five-lane roadway section for Cottonwood Drive between Chambers Road and Parker Road.

The developer of Cottonwood Highlands Filing No. 7, Lennar Colorado, has completed all public improvements required by the Subdivision Improvement Agreement with the exception of the last traffic signal at the intersection of Jordan Road and Cottonwood Drive. Due to supply chain issues that have been exacerbated over the past few years, the delivery of these traffic signal poles has been further delayed into the spring. In order to open the widened roadway section, Lennar has incurred the cost to install a full temporary traffic signal at the intersection. This temporary signal has allowed for the full intersection to be opened and for traffic to utilize the new roadway lanes. With all other improvements being completed aside from the ultimate signal poles that have been delayed, Lennar has requested an amendment to the Subdivision Improvement Agreement to allow them to obtain probationary acceptance and

obtain building permits while the poles are delivered. Staff is supportive of this amendment, with the conditions set forth in the amended agreement:

- The ultimate Traffic Signal shall be installed no later than April 15, 2022.
- The Town shall not reduce the financial security for all public improvements until this work is complete.

The proposed amendment also covers two other items. Lennar has agreed to perform further repairs to areas of the new asphalt paving, but these are more appropriately performed during warmer temperatures. The amendment obligates these repairs along with median hardscape improvements to be completed by June 30, 2022. There was also one street within the development whose new asphalt did not meet testing requirements. This amended agreement obligates Lennar to replace the surface asphalt on this roadway prior to the end of the warranty period of the public improvements.

FINANCIAL IMPACT

The Town will not release or reduce the financial security of the public improvements until all items are installed and accepted by the Town. This will preserve the Town's ability to use this security to construct any remaining improvements should it become necessary.

STRATEGIC GOAL(S)

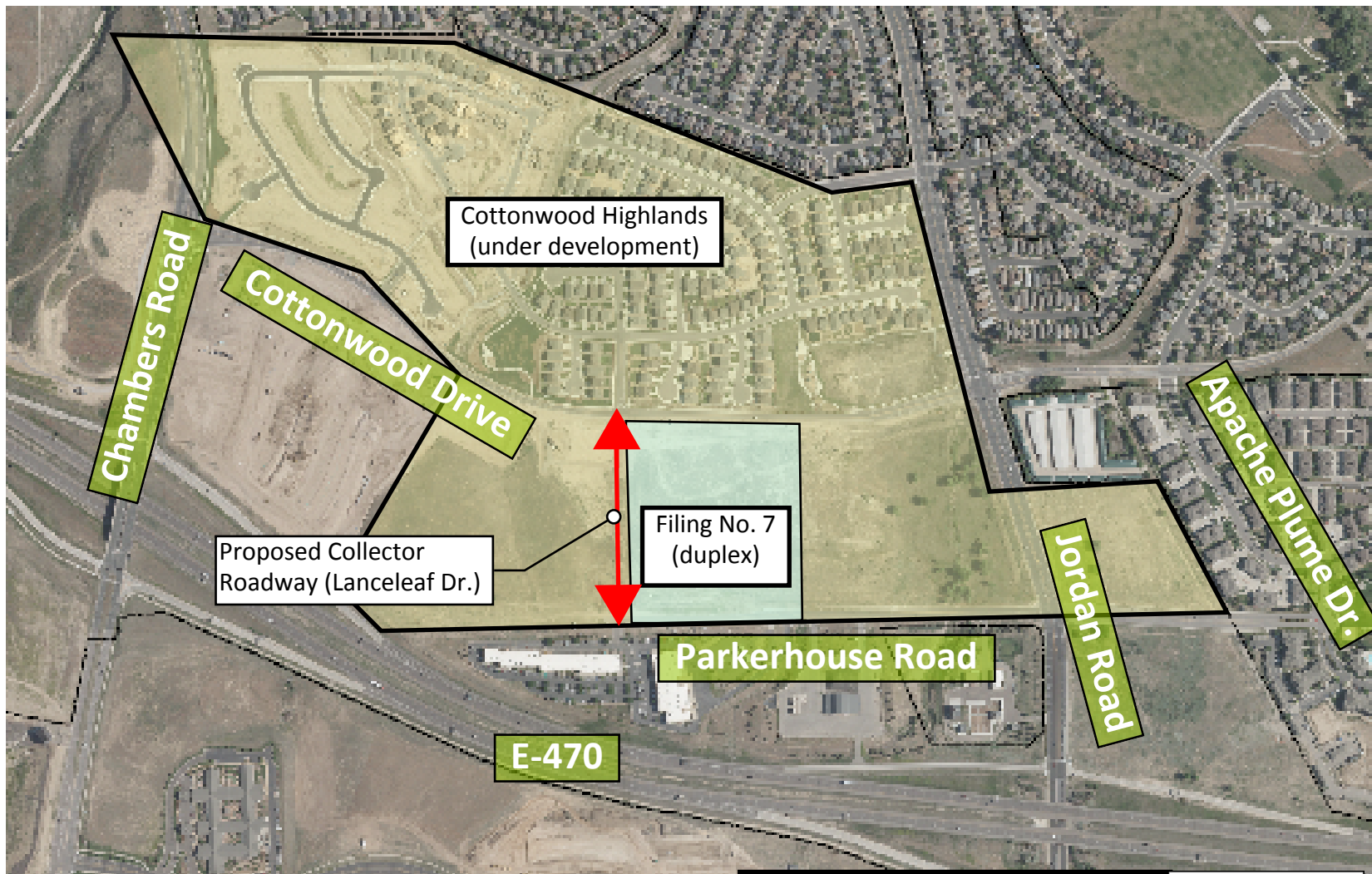


ATTACHMENTS

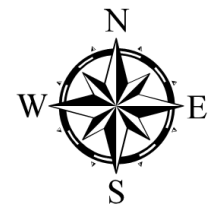
1. Vicinity Map
2. First Amendment to Subdivision Agreement - Cottonwood Highlands Filing No. 7

RECOMMENDED MOTION

I move to approve the First Amendment to the Cottonwood Highlands Filing No. 7 Subdivision Improvement Agreement.



Cottonwood Highlands
Filing No. 7
Vicinity Map



FIRST AMENDMENT TO SUBDIVISION AGREEMENT
Cottonwood Highlands Filing No. 7

THIS FIRST AMENDMENT TO AGREEMENT is made this _____ day of _____, 20__, by and between the Town of Parker, a Colorado home rule municipality (the "Town"), and Lennar Colorado, LLC, a Colorado limited liability company (the "Developer").

RECITALS:

A. The Town and the Developer entered into the Subdivision Agreement Cottonwood Highlands Filing No. 7, on November 16, 2020, which was recorded on December 16, 2020, at Reception No. 2020124612 (the "Agreement").

B. The Town and the Developer desire to enter into this First Amendment to the Agreement (the "First Amendment") to add Paragraphs 4.k., 4.l., and 4.m. and Exhibit H to the Agreement and defer the completion date for certain Public Improvements.

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

Section 1. Paragraph 4. Specific Conditions, subparagraph k. of the Agreement is added as follows:

k. Due to delays in delivery of construction materials outside of the Developer's control, the Town may grant Probationary Acceptance of the Public Improvements prior to installation of the traffic signal at the intersection of Cottonwood Drive and Jordan Road, as shown on the approved construction plans (the "Traffic Signal"), provided all other Public Improvements (other than the Cottonwood Drive Deferred Public Improvements defined below) are constructed and approved in accordance with Paragraphs 7 and 9 of this Agreement. The Traffic Signal shall be installed by the Developer and accepted by the Town no later than April 15, 2022. The Town shall not reduce financial security for the Public Improvements until the Traffic Signal and the Cottonwood Drive Deferred Public Improvements (defined below) are installed and accepted. In the event that the Traffic Signal is not installed by that date, the Town may take any remedies described in Paragraph 6 of this Agreement.

Section 2. Paragraph 4. Specific Conditions, subparagraph l. of the Agreement is added as follows:

l. To allow for certain improvements to be performed during appropriate weather conditions, the Town may grant Probationary Acceptance of the Public Improvements prior to construction of the improvements set forth in **Exhibit H** (the "Cottonwood Drive Deferred Public Improvements") provided all other Public Improvements (other than the Traffic Signal) are constructed and approved in accordance with Paragraphs 7 and 9 of this Agreement. The

Cottonwood Drive Deferred Public Improvements shall be completed by the Developer and approved by the Town no later than June 30, 2022. The Town shall not reduce financial security for the Public Improvements until the Cottonwood Drive Deferred Public Improvements and the Traffic Signal are completed and accepted. In the event that the Cottonwood Drive Deferred Public Improvements are not completed by that date, the Town may take any remedies described in Paragraph 6 of this Agreement.

Section 3. Paragraph 4. Specific Conditions, subparagraph m. of the Agreement is added as follows:

m. In order to mitigate deficiencies in the asphalt densities constructed by the Developer on the roadway, prior to final acceptance of the Public Improvements Mile House Drive shall be milled and overlayed to a two-inch depth from Lanceleaf Drive to the intersection with Spalding Street, including the roadway knuckle.

Section 4. The Town and the Developer acknowledge and agree that the Agreement has not been amended, except as provided in this First Amendment.

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

TOWN OF PARKER, COLORADO

By: _____
Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Town Attorney's Office

DEVELOPER: LENNAR COLORADO, LLC

By: Adam B. Coates
Vice president of Lennar Colorado, LLC [Name, title]

STATE OF COLORADO)
)ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 28th day of January,
2022 by Adam Coates, as V.P. of Lennar Colorado, LLC.

My commission expires: 7-10-22.

(SEAL)

Jennifer S. Thornbloom
Notary Public

JENNIFER S THORNBLOOM
NOTARY PUBLIC - STATE OF COLORADO
Notary ID #20144027146
My Commission Expires 7/10/2022

EXHIBIT LIST

Exhibit A	Legal Description of the Property
Exhibit B	Copy of the Final Plat
Exhibit C	Estimated Cost of Public Improvements
Exhibit D	Form of Letter of Credit
Exhibit E	Estimated Cost of Streetscape Improvements
Exhibit F	Estimated Cost of Landscape Improvements
Exhibit G	Cottonwood Drive Median Landscape Improvements
Exhibit H	Cottonwood Drive Deferred Public Improvements



Your kind of place.

EXHIBIT H

Public Improvements deferred to 6/30/22 completion date.

COTTONWOOD DR.

- a. Construct Median splash strip
- b. Construct Median lights
- c. Milling and overlay intersection of Cottonwood Drive and Lanceleaf Drive.