

TOWN OF PARKER COUNCIL AGENDA

May 16, 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. 6:00 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

- **2022 Douglas County School District's Administrator of the Year - Christopher Zimmerman**

3. PARKER CHAMBER OF COMMERCE UPDATE

- ### **4. 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.*

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

6. **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. **ORDINANCE NO. 1.561 – First Reading**

A Bill for an Ordinance Conveying Certain Real Property by easement to Parker Water and Sanitation District for a portion of Tract B, Mountain View Senior Center Filing No. 1, Minor Development

Department: Engineering and Public Works, Alex Mestdagh

Second Reading: June 6, 2022

B. **ORDINANCE NO. 5.06.45 – First Reading**

A Bill for an Ordinance to Amend Section 8.07.070 of the Parker Municipal Code Concerning Harassment

Department: Town Attorney, Kelsey Hall

Second Reading: June 6, 2022

C. **RESOLUTION NO. 22-031**

A Resolution Accepting the Conveyance of Real Property from the Board of County Commissioners of the County of Douglas for a Portion of Chambers Road as shown in Stonegate Filing No. 16

Department: Engineering and Public Works, Chris Hudson

D. **RESOLUTION NO. 22-032**

A Resolution to Accepting the Conveyance of a Public Sidewalk Easement from Valley Hope Association for a Portion of Lot 1, Block 1, Valley Hope of Parker

Department: Engineering and Public Works, Alex Mestdagh

E. **RESOLUTION NO. 22-033**

A Resolution Accepting the Conveyance of a Drainage Easement from Valley Hope Association for a Portion of Lot 1, Block 1, Valley Hope of Parker

Department: Engineering and Public Works, Alex Mestdagh

F. **RESOLUTION NO. 22-034**

A Resolution Accepting the Conveyance of a Multi-Use Easement from Northstar Custom Homes Inc. for Lot 5, Mark 6 Business Subdivision, 2nd Amendment

Department: Engineering and Public Works, Alex Mestdagh

G. **RESOLUTION NO. 22-035**

A Resolution Accepting the Conveyance of a Drainage Easement from Northstar Custom Homes Inc. for Lot 5, Mark 6 Business Subdivision, 2nd Amendment

Department: Engineering and Public Works, Alex Mestdagh

H. *PROCLAMATION - Public Works Week - May 15-21, 2022*

I. *CONTRACTS OVER \$100,000*

1. *Cottonwood Drive Widening - Landscape - Jordan Road to Parker Road (CIP20-004-L)*
Amount: \$269,200
Contractor: Land Ethics of Colorado, LLC
Department: Engineering and Public Works, Tom Gill
2. *O'Brien Park Playground Equipment Revised Contract Amount with Landscape Structures, Inc.*
Amount: \$376,232
Contractor: Landscape Structures, Inc.
Department: Parks, Recreation and Open Space, Brett Collins
3. *Cimarron Middle School Detention Pond Improvements*
Amount: \$316,669
Contractor: 53 Corporation
Department: Engineering and Public Works, Michael Walton

7. **PUBLIC HEARINGS**

A. **AUBURN HILLS Centre MDP**

Applicant: Debbie Klisis
Location: Southwest corner of Mainstreet and Jordan Road
Department: Community Development, Julia Duncan
TRAKiT No.: SUB21-049

1. **ORDINANCE NO. 1.558 - Second Reading**
A Bill for an Ordinance Vacating a Portion of Right-of-Way Adjacent to Jordan Road Between Mainstreet and East Auburn Hills Place
2. **Minor Development Plat**
3. **Subdivision Agreement**

B. **RESOLUTION NO. 22-029**

A Resolution to Decline Participation in the Paid Family and Medical Leave Insurance Program

Department: Town Attorney, Kelsey Hall

8. ORDINANCES

A. YOUTH COMMISSION

Department: Town Administrator, Michelle Kivela

- 1. ORDINANCE NO. 1.560 - Second Reading
A Bill for an Ordinance to Amend Title 2 of the Parker Municipal Code by the Addition
Thereto of a New Chapter 2.07 Concerning the Creation of the Parker Youth
Commission**
- 2. RESOLUTION NO. 22-030
A Resolution Adopting the Bylaws for the Parker Youth Commission Dated May 16,
2022**

B. ORDINANCE NO. 1.559 - Second Reading

**A Bill for an Ordinance to Release a Portion of the Slope Easement for Hess Road Associated
with Pine Bluffs Filing 4, Amendment 1, Lot 3, Pursuant to Section 13.07.120(c)(5) of the
Parker Municipal Code**

Department: Engineering and Public Works, Alex Mestdagh

9. CONTRACTS OVER \$500,000

O'Brien Park Playground Improvements - Construction

Amount: \$1,823,800

Contractor: Richdell Construction, Inc.

Department: Parks, Recreation and Open Space, Brett Collins

10. PUBLIC COMMENTS CONTINUED IF NECESSARY

11. ADJOURNMENT

Parker Town Council

Executive Session Agenda

May 16, 2022

“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).”

1. C.R.S. Section 31-12-106 concerning annexation of enclaves adjacent to Parker Road
2. Unified Metropolitan Forensic Crime Lab Memorandum of Understanding



Request for Town Council Action

Date: May 16, 2022

Submitted By: Alex Mestdagh, Engineering Service Manager

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 1.561 – First Reading**
A Bill for an Ordinance Conveying Certain Real Property by easement to Parker Water and Sanitation District for a portion of Tract B, Mountain View Senior Center Filing No. 1, Minor Development
Department: Engineering and Public Works, Alex Mestdagh
Second Reading: June 6, 2022

EXECUTIVE SUMMARY

This ordinance proposes to dedicate an easement to Parker Water and Sanitation District (PWSD) over a Town-owned property, Tract B, Mountain View Senior Center Filing No. 1.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

In 1997, a Minor Development Plat for the Mountain View Senior Center Filing No. 1 subdivision was recorded. This plat created the lot for the American Academy Charter School located on Motsenbocker Road. As part of the Minor Development Plat, a small tract (Tract B) was dedicated to the Town of Parker as public right-of-way. This right-of-way was planned to accommodate a north-south roadway connection between Clarke Farms and future development to the south. As the land to the south was eventually developed as the Olde Town subdivision, the roadway network in this area was ultimately modified to no longer include a roadway connection over Tract B. The Town does not have any plans to construct a roadway within this tract.

The vacant land to the west of Mountain View Senior Center is now proposed to be developed as townhomes as part of the Senderos Creek subdivision. As part of the construction drawings for that development, waterline infrastructure is proposed to be located within Tract B. Parker Water and Sanitation District has requested that the Town dedicate a waterline easement to the District to cover the proposed infrastructure.

FINANCIAL IMPACT

This easement is proposed to be dedicated to the District free of payment, as part of an ongoing cooperative easement exchange between the Town and the District.

STRATEGIC GOAL(S)



ATTACHMENTS

1. Vicinity Map
2. Ordinance No. 1.561

RECOMMENDED MOTION

I move to approve Ordinance No. 1.561 on first reading and to schedule second reading for June 6, 2022, as part of the consent agenda.



Mountain View Senior Center
PWSD Easement Dedication
Vicinity Map



ORDINANCE NO. 1.561, Series of 2022

TITLE: A BILL FOR AN ORDINANCE CONVEYING CERTAIN REAL PROPERTY BY EASEMENT TO PARKER WATER AND SANITATION DISTRICT FOR A PORTION OF TRACT B, MOUNTAIN VIEW SENIOR CENTER FILING NO. 1, MINOR DEVELOPMENT

WHEREAS, the Town Council of the Town of Parker desires to convey certain real property to Parker Water and Sanitation District for a portion of Tract B, Mountain View Senior Center Filing No. 1, Minor Development; and

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

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

Section 1. The Town Council of the Town of Parker hereby approves the Easement Agreement by the Town of Parker conveying certain property to Parker Water and Sanitation District for a portion of Tract B, Mountain View Senior Center Filing No. 1, Minor Development, which is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to execute the Easement Agreement on behalf of the Town.

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

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

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

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

Kristin Hoffmann, Town Attorney

EXHIBIT 1

EASEMENT AGREEMENT

(A Portion of Tract B, Mountain View Senior Center Filing No. 1, Minor Development)

THIS EASEMENT AGREEMENT is dated this ____ day of _____, 2022, by THE TOWN OF PARKER, COLORADO (hereafter referred to as "Grantor"), having an address at 20120 E. Mainstreet, Parker, Colorado 80138, and THE PARKER WATER AND SANITATION DISTRICT (hereafter referred to as "Grantee"), a Colorado special district and political subdivision, having an address at 18100 E. Woodman Drive, Parker, Colorado 80134.

WHEREAS, Grantee desires to install water pipeline in certain real property owned by Grantor and situate in Douglas County, Colorado, which real property is more particularly described and depicted in **Exhibit A** attached hereto and incorporated herein (the "Easement Property"); and

WHEREAS, Grantor is willing to grant an easement to Grantee in the Easement Property for the aforesaid purposes, subject to the terms and provisions hereof.

NOW, THEREFORE, for good and valuable consideration to Grantor by Grantee, and for the additional consideration of the performance by the parties of the terms and conditions hereof, the receipt and adequacy of which are hereby acknowledged, Grantor does hereby grant to Grantee, and Grantee accepts from Grantor, the following Easement as hereinbelow set forth:

1. Grant of Easement. Grantor does hereby grant and convey to Grantee, its successors, assigns, lessees, licensees and agents, a nonexclusive perpetual easement upon, over, under, across and through the Easement Property for the purpose of Grantee's construction, reconstruction, operation, maintenance and removal of the water pipeline required by Grantee from time to time. Grantee shall have the right of ingress and egress over and across the adjacent lands of Grantor to and from the Easement Property as may be necessary in connection with Grantee's construction, reconstruction, operation, maintenance and removal of the water pipeline.
2. Covenants of Grantee. Grantee hereby represents, covenants and warrants in favor of Grantor and its successors and assigns as follows:

(A) Grantee shall protect the Easement Property and the adjacent lands of Grantor over which Grantee has rights of ingress and egress from damage caused in whole or in part by acts or omissions of Grantee, its employees, agents, contractors, subcontractors, assigns, lessees, licensees and agents. Grantee shall clean, cure and correct any such damage to any elements of the Easement Property or the above-referenced adjacent lands, including, but not limited to, all pavement, curbs, gutters, walks, streets, other utilities, structures and other improvements situate therein or thereon, and shall keep all of such property reasonably clean and clear of equipment, building materials, dirt, debris and similar materials. If Grantee fails to clean, cure or correct such damage within fourteen (14) days after notice thereof from Grantor, then Grantor may do so, at Grantee's expense;

(B) In all activities undertaken on property belonging to Grantor, Grantee and/or its employees, agents, contractors, subcontractors, successors, assigns, lessees and/or licensees shall conduct and construct all work in a good and workmanlike manner; and

(C) Grantee shall not cause or permit to be caused by any of its employees, agents, contractors, subcontractors, successors, assigns, lessees or licensees, any hazardous substances, as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1980 ("CERCLA"), pollutants or contaminants, as defined by CERCLA, or hazardous waste, as defined by the Resource Conservation and Recovery Act ("RCRA"), including, but not limited to, asbestos and/or urea formaldehyde, or any pollutants or toxic pollutants, as defined by the Clean Water Act and any amendments thereto, to be dumped, spilled, released, permanently stored, or deposited on, over or beneath the Easement Property. Any hazardous, toxic or flammable substances used by Grantee, its employees, agents, contractors, subcontractors, successors, assigns, lessees or licensees in the construction, reconstruction, operation, maintenance or removal of the water pipeline shall be utilized in a lawful manner and in compliance with all federal, state and local requirements relating to protection of health or the environment.

3. Grantor's Right of Relocation. In the event that the construction of any other utilities, roadways, or other improvements upon, over, under or across the Easement Property necessitates the relocation and/or encasement of the water pipeline, then Grantor shall, at its sole cost and expense, timely perform or cause the performance of such relocation and/or encasement of the water pipeline.

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

5. Miscellaneous.

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

(B) This Easement constitutes the entire agreement between the parties.

(C) This Easement shall be of no force and effect until the same is duly and validly executed by each of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Easement by their respective duly authorized officers as of the date and year first above set forth.

GRANTOR:

Town of Parker, Colorado

By: _____
Jeff Toborg, Mayor

ATTEST:

By: _____
Chris Vanderpool, Town Clerk

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by Jeff Toborg, Mayor of the Town of Parker, Colorado.

WITNESS my hand and official seal.

My commission expires: _____

GRANTEE:

Parker Water & Sanitation District,
a Colorado special district and political
subdivision.

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

ATTEST:

By: _____
Maleia Good, Engineering Secretary

Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by Ron R. Redd, P.E., District Manager of the Parker Water and Sanitation District.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT A

**SENDEROS CREEK NORTH
EXCLUSIVE EASEMENT 'B'
SHEET 1 OF 1**

A VARYING WIDTH EXCLUSIVE PARKER WATER & SANITATION DISTRICT EASEMENT BEING A PORTION TRACT B, MOUNTAIN VIEW SENIOR CENTER FILING NO. 1, MINOR DEVELOPMENT, AS RECORDED AT RECEPTION NUMBER 9808829, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 21, THENCE S73°03'09"E A DISTANCE OF 1797.64 FEET TO THE NORTHWEST CORNER OF SAID TRACT B, SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE ALONG THE NORTHERLY LINE OF SAID TRACT B, N89°35'04"E A DISTANCE OF 18.00 FEET;

THENCE S00°02'02"E A DISTANCE OF 119.67 FEET;

THENCE N89°34'55"E A DISTANCE OF 17.00 FEET TO A POINT ON THE EASTERLY LINE OF SAID TRACT B;

THENCE ALONG SAID EASTERLY LINE, S00°01'49"E A DISTANCE OF 30.00 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID TRACT B;

THENCE ALONG SAID SOUTHERLY LINE, S89°34'55"W A DISTANCE OF 35.00 FEET TO A POINT ON SAID WESTERLY LINE OF SAID TRACT B;

THENCE ALONG SAID WESTERLY LINE, N00°02'02"W A DISTANCE OF 149.67 FEET TO SAID POINT OF BEGINNING.

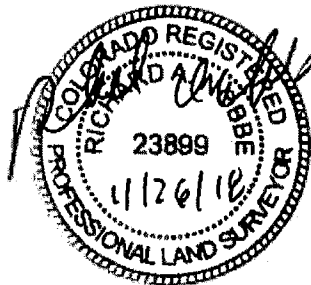
SAID PARCEL CONTAINS 0.074 ACRES (3,204 SQ. FT.), MORE OR LESS.

ALL LINEAR DIMENSIONS ARE IN U.S. SURVEY FEET.

BASIS OF BEARINGS

BEARINGS ARE BASED ON THE WESTERLY LINE OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN ASSUMED TO BEAR S00°20'54"E AND BEING MONUMENTED BY A FOUND 2" ALUMINUM CAP IN RANGE BOX PLS #13487 AT THE WEST QUARTER CORNER AND A FOUND 3-1/4" ALUMINUM CAP IN RANGE BOX PLS #25645 AT THE SOUTHWEST CORNER.

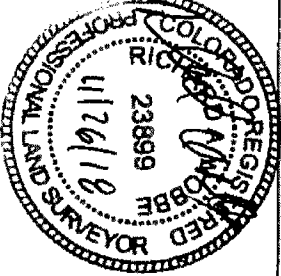
PREPARED BY: AUGUSTUS TERRY
REVIEWED BY: RICHARD A. NOBBE, P.L.S.
FOR AND ON BEHALF OF
MARTIN/MARTIN, INC
12499 WEST COLFAX AVENUE
LAKEWOOD, CO 80215
NOVEMBER 20, 2018



SCALE: 1"=100'
ALL DIMENSIONS ARE
U.S. SURVEY FEET

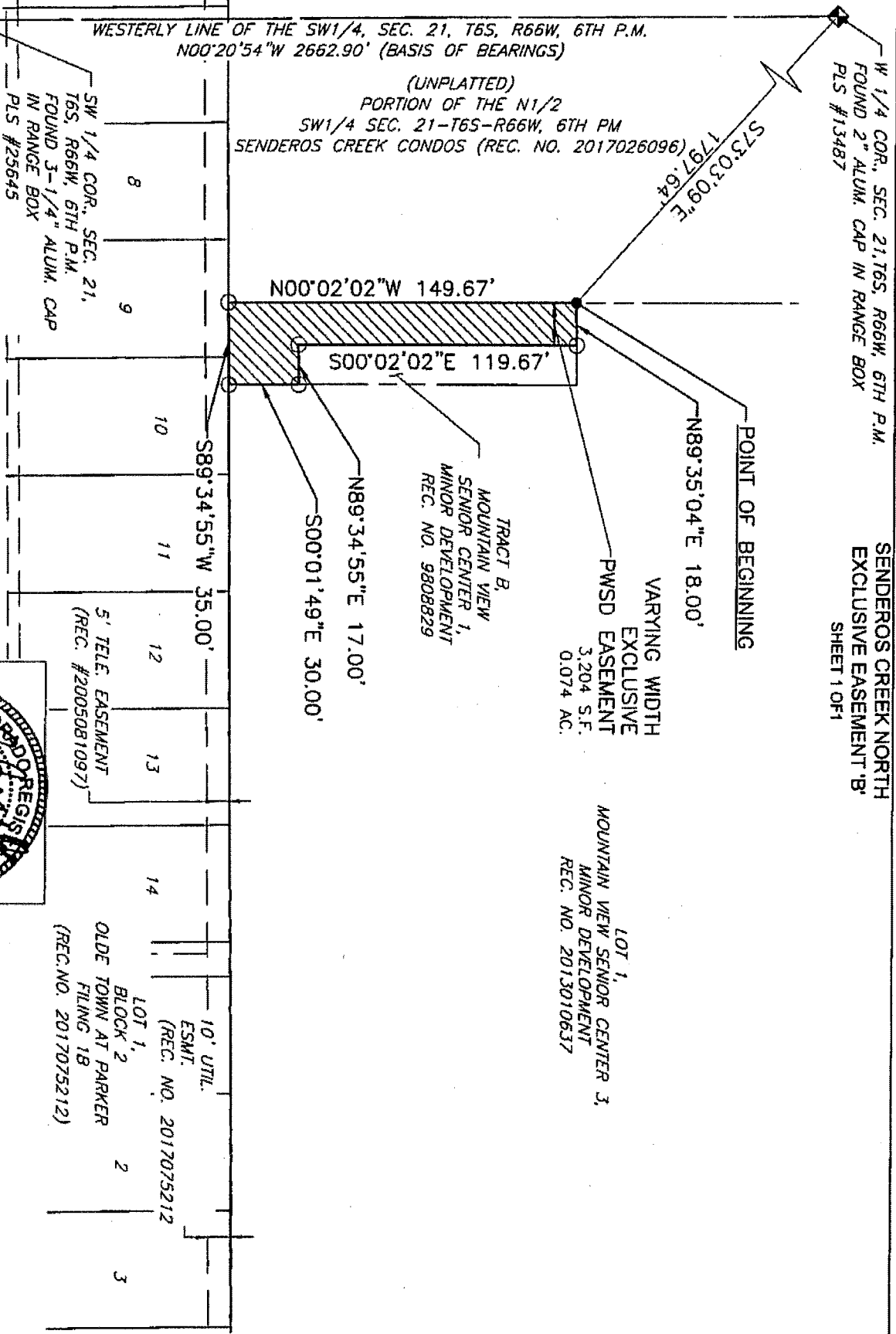


NOTE: THIS EXHIBIT
DOES NOT REPRESENT
A MONUMENTED
SURVEY. IT IS INTENDED
ONLY TO DEPICT THE
ATTACHED DESCRIPTION.



MARTIN/MARTIN
CONSULTING ENGINEERS
12499 WEST COLFAX AVENUE, LAKEWOOD, COLORADO 80215
303.431.6100 MARTINMARTIN.COM

NOVEMBER 20, 2018





Request for Town Council Action

Date: May 16, 2022

Submitted By: Kelsey Hall, Assistant Town Attorney

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 5.06.45 – First Reading**
A Bill for an Ordinance to Amend Section 8.07.070 of the
Parker Municipal Code Concerning Harassment
Department: Town Attorney, Kelsey Hall
Second June 6, 2022
Reading:

EXECUTIVE SUMMARY

The Colorado Supreme Court recently ruled that the phrase “intended to harass” in the context of the state’s anti-harassment statute is constitutionally overbroad. The Town has a similarly worded provision in its harassment ordinance; therefore the ordinance should be updated to conform with the Supreme Court’s ruling.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

On March 28, 2022, the Colorado Supreme Court released its ruling for *People v. Moreno*, a case involving a First Amendment challenge to Colorado’s criminal harassment statute. In this case, a man was charged with harassment under C.R.S. §18-9-111(1)(e), which in relevant part states that an individual commits harassment if, “with intent to harass, annoy, or alarm another person, he or she . . . initiates communication with a person or directs language toward another person . . . in a manner *intended to harass* or threaten bodily injury or property damage . . .” The court found that the phrase “intended to harass” is overly broad because it could implicate speech that is protected by the First Amendment.

For example, the Court explained that “people often legitimately communicate in a manner intended to harass by persistently annoying or alarming others to emphasize an idea or prompt a desired response.” Communications such as warnings of an active shooter situation, negative reviews of a business, or antagonistic comments left on news sites could all potentially fall under this language. Therefore, although the statute primarily targets unprotected forms of speech such as true threats and obscenity, the Court determined that the words “harass or” must be removed from the statute in order to comply with the protections afforded by the First

Amendment.

Parker Municipal Code Section 8.07.070 – Harassment is drafted similarly to the statute, therefore this ordinance should be amended in order to comply with the Court’s ruling.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)

PROMOTE A SAFE AND
HEALTHY COMMUNITY

ATTACHMENTS

1. Ordinance No. 5.06.45

RECOMMENDED MOTION

I move to approve Ordinance No. 5.06.45 on first reading and to schedule second reading for June 6, 2022, as part of the consent agenda.

ORDINANCE NO. 5.06.45, Series of 2022

TITLE: A BILL FOR AN ORDINANCE TO AMEND SECTION 8.07.070 OF THE PARKER MUNICIPAL CODE CONCERNING HARASSMENT

WHEREAS, the Parker Municipal Code Section 8.07.070 prohibits harassment of another person;

WHEREAS, the Section is worded similarly to Colorado's criminal harassment statute;

WHEREAS, the Colorado Supreme Court held in *People v. Moreno*, 506 P.3d 849 (Colo. 2022) that the phrase "intended to harass," as used in the criminal statute, is unconstitutionally overbroad; and

WHEREAS, the Town desires to amend Section 8.07.070 to comply with the Court's ruling.

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

Section 1. Section 8.07.070, paragraph (4), of the Parker Municipal Code is amended to read as follows:

8.07.070 Harassment.

It is unlawful for any person, with intent to harass, annoy or alarm another person, to:

* * *

(4) Initiate communication with another, anonymously or otherwise, either in person or by telephone, in a manner intended to ~~harass or~~ threaten bodily injury or property damage, or which includes any comment, request, suggestion or proposal which is obscene;

* * *

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:

Kristin Hoffmann, Town Attorney



Request for Town Council Action

Date: May 16, 2022

Submitted By: Chris Hudson, Deputy Director of Engineering

Reviewed By: Michelle Kivela, Town Administrator

Title: **RESOLUTION NO. 22-031**
A Resolution Accepting the Conveyance of Real Property from the Board of County Commissioners of the County of Douglas for a Portion of Chambers Road as shown in Stonegate Filing No. 16

Department: Engineering and Public Works, Chris Hudson

EXECUTIVE SUMMARY

If approved, this resolution will accept the conveyance of Douglas County right-of-way for Chambers Road south of the E-470 interchange to the planned Belford Avenue intersection.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

In 2016, the Town annexed the Chambers Highpoint property, located at the southwest corner of Chambers Road and E-470; however, the annexation did not include the adjacent Chambers Road right-of-way (ROW). The Chambers Highpoint annexation agreement required the construction of Belford Avenue west of Chambers Road, and upon completion of Belford Avenue, a new traffic signal at the Chambers Road/Belford Avenue intersection. This intersection is currently located in unincorporated Douglas County. Belford Avenue west of Chambers Road is now under construction and Douglas County does not want to assume responsibility for the operation and maintenance of the new traffic signal as it is not a Douglas County development responsibility. The Town already maintains the Chambers Road and E-470 interchange traffic signals to the north; therefore, it would be logical for the Town to assume maintenance responsibility for the new traffic signal since the new traffic signal is a requirement of a Town development.

Approximately 400 feet of unincorporated Chambers Road right-of-way south of E-470 will need to be conveyed from Douglas County as a first step to clean up this area from a jurisdictional standpoint. Through coordination with Douglas County staff, the Douglas County Board of County Commissioners have approved a quit claim deed for this conveyance but a

Town resolution is needed for the Town to formally accept this conveyance. Following approval of the conveyance, a separate annexation process will be undertaken later in 2022 to clean up this area jurisdictionally.

FINANCIAL IMPACT

As with any improvement, long-term maintenance will be required. This roadway is an asphalt roadway which will require preventative maintenance and resurfacing maintenance. This includes preventative maintenance such as crack seal, chip seal, resurfacing, and reconstruction at the end of the thirty (30) year design life.

STRATEGIC GOAL(S)



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH



INNOVATE WITH
COLLABORATIVE
GOVERNANCE

ATTACHMENTS

1. Douglas County Real Property Conveyance Chambers Road
2. Resolution No. 22-031

RECOMMENDED MOTION

I move to approve Resolution No. 22-031, as part of the consent agenda.

Douglas County Real Property Conveyance – Chambers Road

Compark
Village

E-470

E-470

Future Belford Ave
PARKER
TOWN
BOUNDARY

PARKER
TOWN
BOUNDARY

Proposed quit claim deed of
Chambers Road right-of-way
from Douglas County
(47,578 square feet)

Future Traffic Signal

Chambers Rd

Unincorporated
Douglas County

ACWWA
Reservoir

Aventerra Pkwy

Stonegate



0 200 400
Feet

RESOLUTION NO. 22-031, Series of 2022

TITLE: A RESOLUTION ACCEPTING THE CONVEYANCE OF REAL PROPERTY FROM THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS FOR A PORTION OF CHAMBERS ROAD AS SHOWN IN STONEGATE FILING NO. 16

WHEREAS, the Town Council of the Town of Parker desires to accept the conveyance of certain real property from the Board of County Commissioners of the County of Douglas for a portion of Chambers Road as shown in Stonegate Filing No. 16;

WHEREAS, Section 1.06.010 of the Town of Parker Municipal Code requires the acceptance of a conveyance of real property to the Town be effectuated by resolution; and

WHEREAS, the Town Council of the Town of Parker desires to accept the conveyance of the property interests specified hereinbelow to the Town by this Resolution.

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

Section 1. The Town Council of the Town of Parker hereby accepts the conveyance of real property from the Board of County Commissioners of the County of Douglas for a portion of Chambers Road as shown in Stonegate Filing No. 16, as provided in the Quit Claim Deed attached as **Exhibit 1**, and incorporated by this reference.

RESOLVED AND PASSED this ____ day of _____, 2022.

TOWN OF PARKER, COLORADO

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

EXHIBIT 1

QUITCLAIM DEED

THIS DEED, made this 17th day of April, 2022, between the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO**, a political subdivision of the State of Colorado, whose address is 100 Third Street, Castle Rock, Colorado 80104 (hereinafter "**Grantor**"), and the **TOWN OF PARKER**, a Colorado home rule municipality, whose address is 20120 East Mainstreet, Parker, Colorado 80138 (hereinafter "**Grantee**")

WITNESSETH, That Grantor, for and in consideration of the sum of TEN DOLLARS AND NO CENTS (\$10.00) AND OTHER GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, has remised, released, sold and quitclaimed, and by these presents does hereby remise, release, sell and quitclaim unto Grantee, its successors and assigns, forever, all the right, title, interest, claim and demand, if any, which Grantor has in and to the following described real property, together with improvements, if any, situate, lying and being in the County of Douglas, and State of Colorado to-wit:

**SEE EXHIBIT "A", ATTACHED HERETO AND
INCORPORATED HEREIN BY THIS REFERENCE**

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of Grantor, either in law or equity, to the only proper use, benefit and behoof of Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, Grantor has executed this deed on the date set forth above.

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

By: Lora L. Thomas
LORA L. THOMAS, Chair

Attest:



By: K. Randlett
Kristin Randlett,
Deputy Clerk to the Board

STATE OF COLORADO)
)ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 17th day of April, 2022, by Lora L. Thomas as Chair of the Board of County Commissioners of the County of Douglas, State of Colorado and Kristin Randlett as Deputy Clerk to the Board.

S E A L

Witness my hand and official seal

Camryn
Notary Public

My commission expires: 2/8/25

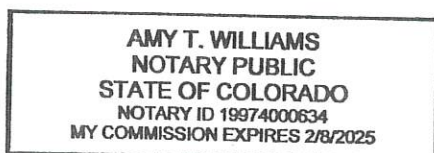


EXHIBIT A

CHAMBERS ROAD PARCEL LEGAL DESCRIPTION

A PARCEL OF LAND BEING THAT PORTION OF CHAMBERS ROAD AS SHOWN IN STONEGATE FILING NO. 16, RECORDED AT RECEPTION NO. 00091584 IN THE OFFICIAL RECORDS OF THE DOUGLAS COUNTY, COLORADO CLERK AND RECORDER'S OFFICE, LYING NORTH OF THE SOUTHEASTERLY EXTENSION OF THE SOUTHERLY BOUNDARY OF THAT CERTAIN PARCEL OF LAND DESCRIBED AT RECEPTION NO. 2010056675 IN SAID OFFICIAL RECORDS, SITUATED IN THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, SAID COUNTY AND STATE.

CONTAINING AN AREA OF 1.092 ACRES, (47,578 SQUARE FEET), MORE OR LESS.

ILLUSTRATION ATTACHED AND MADE A PART HEREOF.



KARL D. SZYSZKOSKI, PLS 38691
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVENUE, SUITE 1
LITTLETON, CO 80122

ILLUSTRATION TO EXHIBIT A

E-470
PUBLIC HIGHWAY AUTHORITY
(VARIABLE WIDTH PUBLIC ROW)
BK 900 PG 820
TK-13B REV 2

UNPLATTED
REC. NO. 2003172427

NORTH LINE OF THE NW 1/4 OF SEC. 8

S89°09'39"W
122.58'

UNPLATTED
REC. NO. 2010056675

S10°56'22"W 383.96'

CHAMBERS ROAD
(120' WIDE PUBLIC ROW)
REC. NO. 00091584

LOT 2A-1B
STONEGATE FILING NO.
22, 4TH AMENDMENT
REC. NO. 2010084146

PARCEL CONTAINS
47,578 (SQ.FT.)
1.092 ACRES
MORE OR LESS

SOUTHERLY LINE REC.
NO. 2010056675

N10°56'22"E 409.01'

STONEGATE
FILING NO. 16
REC. NO. 00091584

NW 1/4 SEC. 8,
T.6S., R.66W.,
SIXTH P.M.

S79°02'58"E
120.00'

STONEGATE
FILING NO. 16
REC. NO. 00091584

CHAMBERS ROAD
(120' WIDE PUBLIC ROW)
REC. NO. 00091584



UNPLATTED
REC. NO. 2012050709

0' 40' 80' 160'
SCALE: 1" = 80'

NOTE: THIS ILLUSTRATION DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

PATH: Q:24922-05\DWG\EXHIBITS\
DWG NAME: CHAMBERS RD.DWG
DWG: KDS CHK: JRW
DATE: 03/18/2022
SCALE: 1" = 80'



AZTEC
CONSULTANTS, INC.

300 East Mineral Ave,
Suite 1
Littleton, Colorado 80122
Phone: (303)713-1898
Fax: (303)713-1897
www.aztecconsultants.com

CHAMBERS ROAD PARCEL
NW 1/4, SEC. 8, T6S, R66W, 6TH P.M.
DOUGLAS COUNTY, CO

JOB NUMBER 24922-05

2 OF 2 SHEETS



Request for Town Council Action

Date: May 16, 2022

Submitted By: Alex Mestdagh, Engineering Service Manager

Reviewed By: Michelle Kivela, Town Administrator

Title: **RESOLUTION NO. 22-032**
A Resolution to Accepting the Conveyance of a Public Sidewalk Easement from Valley Hope Association for a Portion of Lot 1, Block 1, Valley Hope of Parker
Department: Engineering and Public Works, Alex Mestdagh

EXECUTIVE SUMMARY

This resolution accepts the conveyance of a sidewalk easement covering a new public sidewalk on Mainstreet that is proposed in a site plan amendment for Lot 1, Block 1, of Valley Hope of Parker.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town requires that all sidewalks and trails along public roadways be located either within public right-of-way or within a sidewalk easement that preserves the public's right to access them.

The Engineering Department has reviewed and approved the construction drawings associated with an approved site plan amendment for Lot 1, Block 1, of Valley Hope of Parker. The construction drawings propose a new public sidewalk on the south side of Mainstreet east of Canterbury Parkway of which a portion is located outside of public right-of-way and on private property. Because the sidewalk is proposed to be constructed with a site plan and not with a plat, the required sidewalk easement must be dedicated via separate instrument.

FINANCIAL IMPACT

In accordance with Town code and policies, the adjacent property owner is responsible for the maintenance and operation of the sidewalk.

STRATEGIC GOAL(S)



PROMOTE A SAFE AND
HEALTHY COMMUNITY



SUPPORT AN
ACTIVE COMMUNITY

ATTACHMENTS

1. Vicinity Map
2. Resolution No. 22-032

RECOMMENDED MOTION

I move to approve Resolution No. 22-032, as part of the consent agenda.



Valley Hope of Parker
Easement Acceptances
Vicinity Map



RESOLUTION NO. 22-032, Series of 2022

**TITLE: A RESOLUTION ACCEPTING THE CONVEYANCE OF A PUBLIC
SIDEWALK EASEMENT FROM VALLEY HOPE ASSOCIATION FOR A
PORTION OF LOT 1, BLOCK 1, VALLEY HOPE OF PARKER**

WHEREAS, the Town Council of the Town of Parker desires to accept the grant of an easement for the purpose of a public sidewalk from Valley Hope Association for a Portion of Lot 1, Block 1, Valley Hope of Parker;

WHEREAS, Section 1.06.010 of the Town of Parker Municipal Code requires the acceptance of a conveyance of real property to the Town be effectuated by resolution; and

WHEREAS, the Town Council of the Town of Parker desires to accept the grant of an easement specified hereinbelow to the Town by this Resolution.

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

Section 1. The Town Council of the Town of Parker hereby accepts the conveyance of certain property interests for the purpose of a public sidewalk, from Valley Hope Association for a Portion of Lot 1, Block 1, Valley Hope of Parker, as provided in the Public Sidewalk Easement Agreement attached as **Exhibit 1** and incorporated by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

RESOLVED AND PASSED this ____ day of _____, 2022.

TOWN OF PARKER, COLORADO

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

EXHIBIT 1

PUBLIC SIDEWALK EASEMENT AGREEMENT

THIS PUBLIC SIDEWALK EASEMENT AGREEMENT (the "Easement Agreement") is made this 28 day of APRIL, 2022, between Valley Hope Association, a Kansas nonprofit corporation, having an address of 103 S. Wabash, P.O. Box 510, Norton, Kansas 67654 ("Grantor"), and the Town of Parker, a Colorado home rule municipality, having an address of 20120 East Mainstreet, Parker, Colorado 80138 (Grantee, hereinafter referred to as the "Town").

1. Grant of Easement. In consideration of good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor hereby grants to the Town an easement for a public sidewalk, including the maintenance, repair, removal and replacement of such sidewalk and appurtenances thereto, in, under, through and across the property described in **Exhibit A**, which is attached hereto and incorporated by this reference, and hereinafter referred to as the "Sidewalk Easement."

2. Infringement and Correction. The Town is hereby given and granted possession of the above-described Sidewalk Easement, and the Grantor covenants and agrees that no structure, fixture, improvement or other obstruction above or below ground that will interfere with the purposes aforesaid will be placed, erected, installed or permitted on the Sidewalk Easement. The Grantor further covenants and agrees that, in the event the terms of this paragraph are violated by the Grantor, or any person acting by, through or on behalf of the Grantor, such violation will be corrected and eliminated within a reasonable time upon receipt of written notice of such violation from the Town, after which the Town shall have the right, following a reasonable period of time, to correct or eliminate such violation and the Grantor shall promptly pay the actual costs thereof.

3. Obligations of the Town. The Town shall maintain the public sidewalk within the Sidewalk Easement area in good condition at all times. All work performed by the Town on the property of the Grantor shall be done with care and all damage to the Grantor's land and improvements, to the extent said improvements are constructed or installed in accordance with this Easement Agreement, shall be promptly paid for or repaired at the expense of the Town. The Town's obligation herein shall include the restoration of the land and improvements to their condition prior to the damage.

4. Insurance. The Town shall maintain general liability insurance in an amount not less than the limits specified in the Colorado Governmental Immunity Act, as amended, for the Sidewalk Easement for bodily injury and property damage losses attributable to the maintenance, operation and use of the public sidewalk.

5. Binding Effect. The terms and provisions of this Easement Agreement shall be binding upon and inure to the benefit of the respective heirs, personal representatives, beneficiaries, successors, grantees and assigns of the parties hereto, and the burdens or benefits of the provisions of this Easement Agreement shall be deemed covenants running with said easement.

6. Recordation. This Easement Agreement shall be recorded in the real estate records of the Douglas County Clerk and Recorder's Office.

Executed and delivered the day and year first above written.

**GRANTOR: VALLEY HOPE ASSOCIATION, a
Kansas nonprofit corporation**

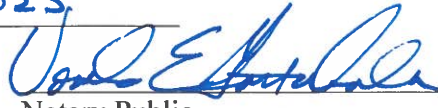

Steve Knuth, CEO

STATE OF Kansas)
) ss.
COUNTY OF Donnan)

The foregoing instrument was acknowledged before me this 27 day of April,
2022 by Steve Knuth, as CEO of Valley Hope Association, a Kansas nonprofit corporation.

My commission expires: 5/28/2025

(S E A L) VONDA E. GOTTSCHALK
Notary Public - State of Kansas
My Appt. Expires 5/28/25


Notary Public

GRANTEE: TOWN OF PARKER

By: _____
Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Town Attorney's Office

EXHIBIT "A"

EASEMENT DESCRIPTION:

A SIDEWALK EASEMENT LOCATED IN THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO, ALSO BEING A PORTION OF LOT 1, BLOCK 1, VALLEY HOPE OF PARKER, FILED IN THE OFFICE OF THE DOUGLAS COUNTY CLERK AND RECORDER, SAID PORTION OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARINGS ARE BASED ON THE WEST LOT LINE OF TRACT A, VALLEY HOPE PARKER, WHICH ACCORDING TO THE PLAT THEREOF, SAID LINE BEARS SOUTH 00°23'34" EAST, WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO:

COMMENCING AT THE NORTHWEST CORNER OF TRACT A, VALLEY HOPE OF PARKER; THENCE NORTH 88°54'55" EAST ALONG THE NORTH LINE OF SAID TRACT A, A DISTANCE OF 524.35 FEET; THENCE SOUTH 87°55'46" EAST A DISTANCE OF 297.53 FEET TO A POINT ON THE NORTH LINE OF LOT 1, BLOCK 1, VALLEY HOPE PARKER, AND THE POINT OF BEGINNING, SAID POINT ALSO BEING THE BEGINNING OF CURVE THE LEFT HAVING A RADIUS OF 1250.00 FEET, A DELTA OF 5°02'00", AND A CHORD BEARING OF NORTH 81°04'24" EAST, A DISTANCE OF 109.78 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 109.82 FEET TO THE END OF SAID CURVE AND TO THE NORTHEAST CORNER OF THE AFORESAID LOT 1 BLOCK 1; THENCE ALONG THE EAST LINE OF SAID LOT 1, BLOCK 1, SOUTH 14°00'00" EAST A DISTANCE OF 9.62 FEET; THENCE SOUTH 81°53'57" WEST A DISTANCE OF 24.80 FEET; THENCE SOUTH 86°14'30" WEST A DISTANCE OF 40.24 FEET; THENCE SOUTH 88°02'38" WEST A DISTANCE OF 46.11 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT TO CONTAIN 565.60 SQ. FT. OR 0.013 ACRES, MORE OR LESS, AND BEING SUBJECT TO ALL EASEMENTS AND RIGHTS OF WAY OF RECORD.

SURVEYOR'S STATEMENT

I, JOHN ROBERT MCGEHEE, A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE EASEMENT DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED UNDER MY RESPONSIBLE CHARGE, AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF, ARE CORRECT.

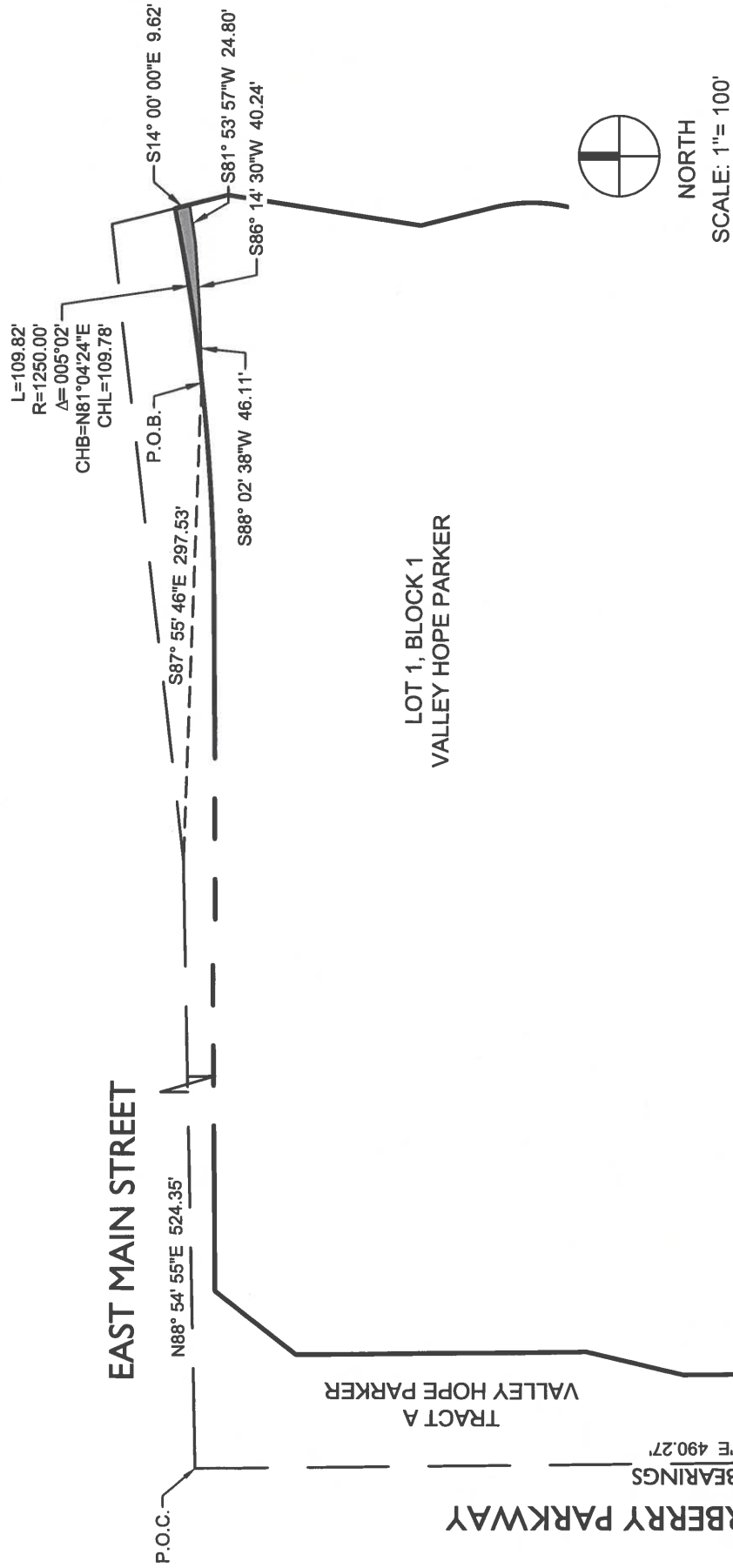


JOHN ROBERT MCGEHEE, PROFESSIONAL LAND SURVEYOR
COLORADO PLS 38219
FOR AND ON BEHALF OF
STERLING LAND SURVEYORS, LLC.



2009 W. Littleton Blvd. #300 Littleton, CO 80120
970.576.4641 | www.SterlingLandSurveyors.com

EXHIBIT "A"





Request for Town Council Action

Date: May 16, 2022

Submitted By: Alex Mestdagh, Engineering Service Manager

Reviewed By: Michelle Kivela, Town Administrator

Title: **RESOLUTION NO. 22-033**
A Resolution Accepting the Conveyance of a Drainage Easement from Valley Hope Association for a Portion of Lot 1, Block 1, Valley Hope of Parker

Department: Engineering and Public Works, Alex Mestdagh

EXECUTIVE SUMMARY

This resolution accepts the conveyance of a drainage easement covering drainage improvements proposed with the site plan amendment for Lot 1, Block 1, Valley Hope of Parker.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

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

The Engineering Department has reviewed and approved the construction drawings for the drainage facilities associated with an approved site plan amendment for Valley Hope of Parker. Since the drainage facilities are being constructed as part of a site plan process, and not a plat, the easements need to be dedicated by a separate instrument.

FINANCIAL IMPACT

As the drainage improvements proposed with the easement will be the maintenance responsibility of the property owner, there is no financial impact to the Town.

STRATEGIC GOAL(S)



PROMOTE A SAFE AND
HEALTHY COMMUNITY

ATTACHMENTS

1. Vicinity Map

2. Resolution No. 22-033

RECOMMENDED MOTION

I move to approve Resolution No. 22-033, as part of the consent agenda.



Valley Hope of Parker
Easement Acceptances
Vicinity Map



RESOLUTION NO. 22-033, Series of 2022

TITLE: A RESOLUTION ACCEPTING THE CONVEYANCE OF A DRAINAGE EASEMENT FROM VALLEY HOPE ASSOCIATION FOR A PORTION OF LOT 1, BLOCK 1, VALLEY HOPE OF PARKER

WHEREAS, the Town Council of the Town of Parker desires to accept the grant of an easement for the purpose of the maintenance of a drainage pipe and appurtenant drainage facilities;

WHEREAS, Section 1.06.010 of the Town of Parker Municipal Code requires the acceptance of a conveyance of real property to the Town be effectuated by resolution; and

WHEREAS, the Town Council of the Town of Parker desires to accept the grant of an easement specified hereinbelow to the Town by this Resolution.

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

Section 1. The Town Council of the Town of Parker hereby accepts the conveyance of certain property interests for the purpose of the maintenance of a drainage pipe and appurtenant drainage facilities from Valley Hope Association for a Portion of Lot 1, Block 1, Valley Hope of Parker, as provided in the Drainage Easement Agreement attached as **Exhibit 1** and incorporated by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

RESOLVED AND PASSED this _____ day of _____, 2022.

TOWN OF PARKER, COLORADO

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

EXHIBIT 1

DRAINAGE EASEMENT AGREEMENT

THIS DRAINAGE EASEMENT AGREEMENT (the "Easement Agreement") is made this 28 day of APRIL, 2022, by and between Valley Hope Association, a Kansas nonprofit corporation, having an address of 103 S. Wabash, P.O. Box 510, Norton, Kansas 67654 ("Grantor"), and the Town of Parker, a Colorado home rule municipality, having an address of 20120 East Mainstreet, Parker, Colorado 80138 ("Grantee").

RECITALS

- A. Grantor constructed a drainage pipe and appurtenant drainage facilities (the "Drainage Facilities") within its privately-owned property.
- B. Pursuant to Section 4.08.090(b) of the Parker Municipal Code, the Grantor is responsible for the maintenance of the Drainage Facilities. However, the Grantee may choose to maintain the Drainage Facilities if the Grantor fails to do so in order to protect the public health, safety, and welfare from stormwater runoff damage.
- C. Grantee desires to acquire an easement for the purpose of the maintenance of the Drainage Facilities on and through the property more particularly described and depicted in **Exhibit A** ("Easement Property"), attached hereto and incorporated herein by this reference; and
- D. Grantor is willing to grant an easement to Grantee for the aforesaid purposes on the terms and conditions set forth hereinbelow.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration by Grantee to Grantor, the covenants of Grantee herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Easement. Grantor does hereby grant and convey unto Grantee, its successors, assigns, lessees, licensees and agents, an easement under and through the Easement Property, for the purpose of providing the maintenance of the Drainage Facilities. Subject to the terms of this Easement Agreement, Grantee shall also have the specific rights of ingress and egress for the construction, reconstruction, operation and maintenance of a drainage pipe and appurtenant drainage facilities; additionally, Grantee shall have the right to remove impediments to operation and maintenance of the Easement Property such as trees, asphalt and sidewalks. Grantee further agrees to coordinate all construction, reconstruction, operation, maintenance, removal and any other activities which disturb the Easement Property with Grantor so as to minimize any disruption to Grantor's property.

2. Unencumbered Title. Grantor warrants that the Easement Property is free and clear of all liens and encumbrances that could have any impact on the easement granted to the Grantee by this Agreement.

3. Operation and Maintenance.

a. The operation and maintenance of the Drainage Facilities described herein and located within the Easement Property shall be the responsibility of the Grantor; provided, however, that Grantee shall have the right to maintain the Drainage Facilities in the event Grantee, in its sole discretion, determines to enter the Easement Property for the operation and/or maintenance of the Drainage Facilities as set forth in subsection b. hereinbelow. The Grantor acknowledges and agrees that the Grantee has the right to enter the Easement Property to maintain and operate the Drainage Facilities covered by Chapter 4.08 of the Parker Municipal Code or to maintain and operate the Drainage Facilities in the manner described herein.

b. If Grantor fails to adequately maintain the Drainage Facilities located within the Easement Property, and (i) the Grantee fails to correct the maintenance problem within fourteen (14) days after the date of written notice from Grantee (the "Correction Period"); or (ii) fails to begin to clean, cure or correct such problem within fourteen (14) days after receipt of notice if such problem cannot be reasonably cleaned, cured or corrected within the Correction Period, and fails to diligently prosecute such cleaning, cure or correction to completion, then Grantee may correct the maintenance problem as provided herein. Notwithstanding the foregoing, Grantee may, in the event of an emergency, as determined by Grantee in its sole discretion, clean, cure or correct any damage caused by Grantor's failure to adequately maintain the Drainage Facilities located within the Easement Property. The Grantor shall reimburse the Grantee for the cost of such maintenance to the extent that (i) the Drainage Facilities and/or the type of maintenance performed by Grantee are not covered by Chapter 4.08 of the Parker Municipal Code, as amended, or (ii) if the Drainage Facilities and/or the type of maintenance performed by the Grantee is covered by Chapter 4.08 of the Parker Municipal Code, as amended, and the Grantee determines in its sole discretion that there are not sufficient funds available for such maintenance. If Grantor fails to reimburse Grantee for the cost of such maintenance, within thirty (30) days after receipt of an invoice from Grantee describing the corrective or maintenance action taken, the unpaid amount shall constitute a lien on the Easement Property until paid in full, with priority over all other liens, except general tax liens, which liens shall be certified to the Douglas County Treasurer and collected in the same manner as other taxes are collected. Grantor further agrees that Grantee may also pursue any and all other remedies available at law or in equity.

4. Grantor Defined. The word "Grantor" as used herein, whenever the context requires or permits, shall include the heirs, personal representatives, beneficiaries, successors, grantees and assigns of the owners of the land through which the easement runs, or the respective owners from time to time of portions thereof. The burdens and benefits of this Easement Agreement shall be deemed covenants running with the real property identified on **Exhibit A**. Notwithstanding any contrary provision in this Easement Agreement, however, any obligation under this Easement Agreement which is to be performed by the owner of any land which is burdened by this Easement Agreement shall be enforceable only against the then owner of such land, and not against any such owner's predecessors in interest.

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

a. Grantee shall protect the Easement Property, and the adjacent lands of Grantor over which Grantee has rights of ingress and egress, from damage caused, in whole or in part, by acts

or omissions of Grantee, its employees, agents, contractors, subcontractors, assigns, lessees, licensees and agents.

b. Grantee shall not cause or permit to be caused by any of its employees, agents, contractors, subcontractors, successors, assigns, lessees or licensees, any hazardous substances, as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), pollutants or contaminants, as defined by CERCLA, or hazardous waste, as defined by the Resource, Conservation and Recovery Act ("RCRA"), including, but not limited to, asbestos and/or urea formaldehyde, or any pollutants or toxic pollutants as defined by the Clean Water Act, and any amendments thereto, to be dumped, spilled, released, permanently stored or deposited on, over or beneath the Easement Property or any other lands owned by Grantor.

6. Retained Rights. Grantor shall have all rights to the Easement Property not granted hereby.

7. Miscellaneous.

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

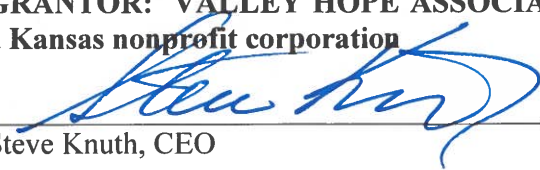
b. This easement constitutes all of the agreements, understandings and promises between the parties hereto, with respect to the subject matter hereof.

c. This easement shall be of no force and effect until this easement is duly and validly executed by all parties hereto.

[Remainder of the page intentionally left blank]

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

**GRANTOR: VALLEY HOPE ASSOCIATION,
a Kansas nonprofit corporation**


Steve Knuth, CEO

STATE OF Kansas)
) ss.
COUNTY OF Worton)

The foregoing instrument was acknowledged before me this 27 day of April, 2022, by Steve Knuth, as CEO of Valley Hope Association, a Kansas nonprofit corporation.

My commission expires: 5/28/2025




Notary Public

GRANTEE: TOWN OF PARKER

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Kristin Hoffmann, Town Attorney

EXHIBIT "A"

EASEMENT DESCRIPTION:

A DRAINAGE EASEMENT LOCATED IN THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO, ALSO BEING A PORTION OF LOT 1, BLOCK 1, VALLEY HOPE OF PARKER, FILED IN THE OFFICE OF THE DOUGLAS COUNTY CLERK AND RECORDER, SAID PORTION OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARINGS ARE BASED ON THE WEST LOT LINE OF TRACT A, VALLEY HOPE PARKER, WHICH ACCORDING TO THE PLAT THEREOF, SAID LINE BEARS SOUTH 00°23'34" EAST, WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 1, BLOCK 1, VALLEY HOPE OF PARKER; THENCE NORTH 79°00'00" EAST ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 126.75 FEET TO THE POINT OF BEGINNING; THENCE NORTH 40°52'20" WEST A DISTANCE OF 57.85 FEET, THENCE N52°37'06" EAST A DISTANCE OF 17.41 FEET; THENCE NORTH 67°29'44" EAST A DISTANCE OF 10.73 FEET; THENCE NORTH 39°46'12" WEST A DISTANCE OF 54.56 FEET; THENCE NORTH 50°13'48" EAST A DISTANCE OF 39.69 FEET; THENCE S39°46'12" EAST A DISTANCE OF 59.89 FEET; THENCE NORTH 64°06'14" EAST A DISTANCE OF 49.12 FEET; THENCE SOUTH 70°53'46" EAST A DISTANCE OF 46.88 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 50.00 FEET, A DELTA OF 52°36'00" AND A CHORD BEARING OF NORTH 82°48'07" EAST, A DISTANCE OF 44.31 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 45.91 FEET TO THE POINT OF TANGENCY; THENCE NORTH 56°30'00" EAST A DISTANCE OF 21.40 FEET; THENCE SOUTH 33°30'00" EAST A DISTANCE OF 17.50 FEET; THENCE NORTH 56°30'00" EAST A DISTANCE OF 67.50 FEET; THENCE SOUTH 33°30'00" EAST A DISTANCE OF 28.00 FEET TO A POINT ON THE AFORESAID SOUTH LINE OF LOT 1; THENCE SOUTHWESTERLY ALONG SAID SOUTH LINE THE FOLLOWING TWO (2) COURSES: THENCE SOUTH 56°30'00" WEST A DISTANCE OF 137.52 FEET; THENCE SOUTH 79°00'00" WEST A DISTANCE OF 139.38 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT TO CONTAIN 18,140.08 SQ. FT. OR 0.416 ACRES, MORE OR LESS, AND BEING SUBJECT TO ALL EASEMENTS AND RIGHTS OF WAY OF RECORD.

SURVEYOR'S STATEMENT

I, JOHN ROBERT MCGEHEE, A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE EASEMENT DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED UNDER MY RESPONSIBLE CHARGE, AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF, ARE CORRECT.



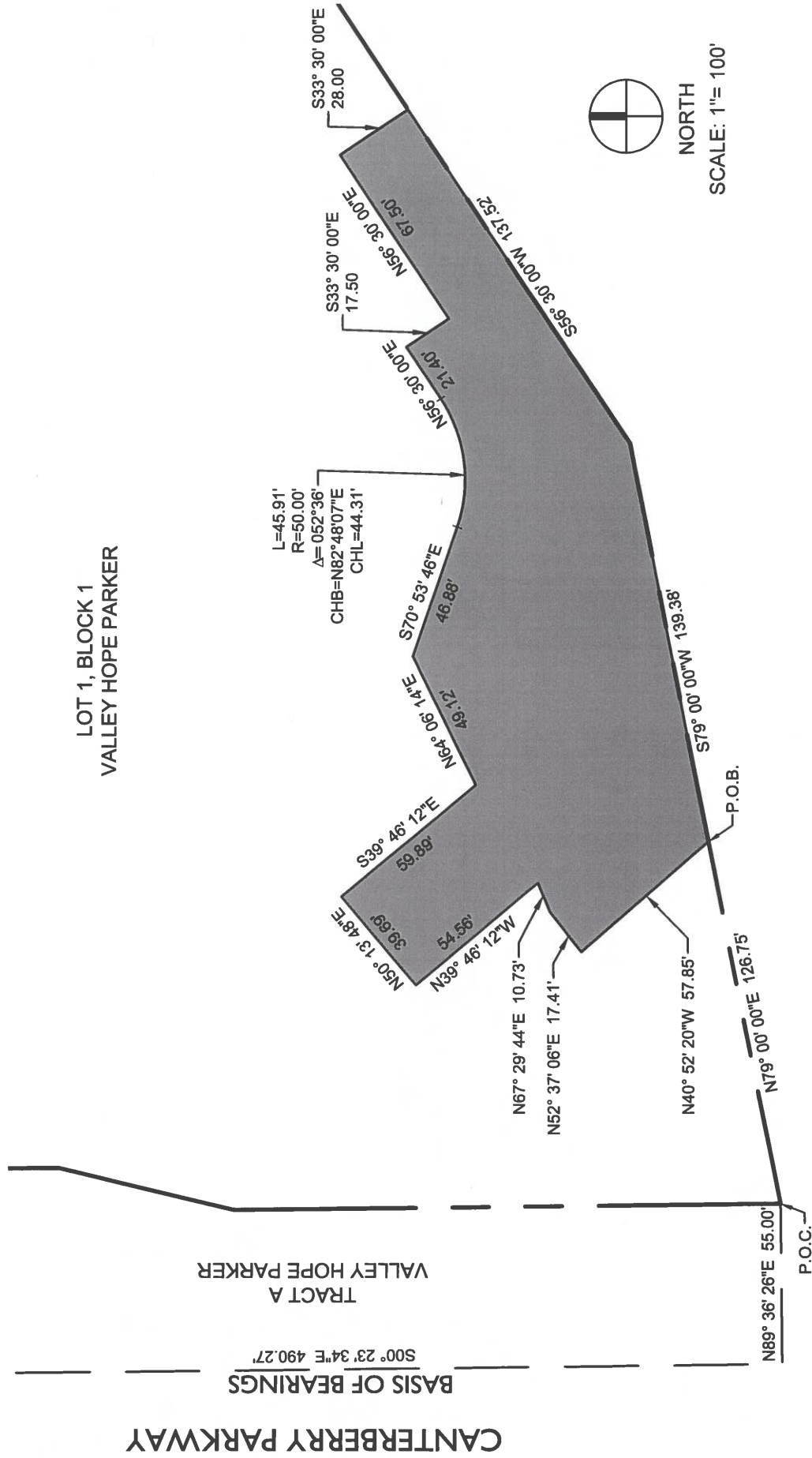
JOHN ROBERT MCGEHEE, PROFESSIONAL LAND SURVEYOR
COLORADO PLS 38219
FOR AND ON BEHALF OF
STERLING LAND SURVEYORS, LLC.



2009 W. Littleton Blvd. #300 Littleton, CO 80120
970.576.4641 | www.SterlingLandSurveyors.com

EXHIBIT "A"

LOT 1, BLOCK 1
VALLEY HOPE PARKER



STERLING
LAND SURVEYORS

2009 W. Littleton Blvd. #300 Littleton, CO 80120
970.576.4641 | www.SterlingLandSurveyors.com



Request for Town Council Action

Date: May 16, 2022

Submitted By: Alex Mestdagh, Engineering Service Manager

Reviewed By: Michelle Kivela, Town Administrator

Title: **RESOLUTION NO. 22-034**
A Resolution Accepting the Conveyance of a Multi-Use Easement from Northstar Custom Homes Inc. for Lot 5, Mark 6 Business Subdivision, 2nd Amendment

Department: Engineering and Public Works, Alex Mestdagh

EXECUTIVE SUMMARY

This resolution accepts the conveyance of a multi-use utility easement covering drainage improvements proposed with the site plan for Lot 5, Mark 6 Business Subdivision, 2nd Amendment.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

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

The Engineering Department has reviewed and approved the construction drawings for the drainage facilities associated with an approved site plan for a portion of Lot 5, Mark 6 Business Subdivision, 2nd Amendment. Since the drainage facilities are being constructed as part of a site plan process, and not a plat, the easements need to be dedicated by a separate instrument. Further, because the proposed drainage improvements will share a corridor with water and sewer utilities, a multi-use utility easement is proposed to reflect the arrangement.

FINANCIAL IMPACT

As the drainage improvements proposed with the easement will be the maintenance responsibility of the property owner, there is no financial impact to the Town.

STRATEGIC GOAL(S)



PROMOTE A SAFE AND
HEALTHY COMMUNITY

ATTACHMENTS

1. Vicinity Map
2. Resolution No. 22-034

RECOMMENDED MOTION

I move to approve Resolution No. 22-034, as part of the consent agenda.



Mark Six Business Subdivision
Easement Acceptances
Vicinity Map



RESOLUTION NO. 22-034, Series of 2022

TITLE: A RESOLUTION ACCEPTING THE CONVEYANCE OF A MULTI-USE EASEMENT FROM NORTHSTAR CUSTOM HOMES INC. FOR LOT 5, MARK 6 BUSINESS SUBDIVISION, 2nd AMENDMENT

WHEREAS, the Town Council of the Town of Parker desires to accept the grant of an easement for the purpose of construction, reconstruction, operation, maintenance and removal of utilities;

WHEREAS, Section 1.06.010 of the Town of Parker Municipal Code requires the acceptance of a conveyance of real property to the Town be effectuated by resolution; and

WHEREAS, the Town Council of the Town of Parker desires to accept the grant of an easement specified hereinbelow to the Town by this Resolution.

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

Section 1. The Town Council of the Town of Parker hereby accepts the conveyance of certain property interests for the purpose of construction, reconstruction, operation, maintenance and removal of utilities from Northstar Custom Homes Inc. for Lot 5, Mark 6 Business Subdivision, 2nd Amendment, as provided in the Multi-Use Easement Agreement attached as **Exhibit 1** and incorporated by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

RESOLVED AND PASSED this _____ day of _____, 2022.

TOWN OF PARKER, COLORADO

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

EXHIBIT 1

MULTI-USE EASEMENT AGREEMENT

THIS MULTI-USE EASEMENT AGREEMENT is dated this 24 day of March, 2022 by Northstar Custom Homes Inc., a Colorado corporation, having an address at 1128 Neptunite Place, Castle Rock, Colorado 80108 ("Grantor"), and the Town of Parker, Colorado, whose address is 20120 E. Mainstreet, Parker, Colorado 80138 ("Grantee").

WHEREAS, Grantee desires to install utilities in certain real property owned by Grantor and situate in Douglas County, Colorado, which real property is more particularly described and depicted in **Exhibit A** attached hereto and incorporated herein (the "Easement Property"); and

WHEREAS, Grantor is willing to grant an easement to Grantee in the Easement Property for the aforesaid purposes, subject to the terms and provisions hereof.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantor does hereby grant to Grantee, and Grantee accepts from Grantor, the following Easement as hereinbelow set forth:

1. Grant of Easement. Grantor does hereby grant and convey to Grantee, its successors, assigns, lessees, licensees, franchisees and agents, a nonexclusive perpetual easement upon, over, under, across and through the Easement Property for the purpose of Grantee's construction, reconstruction, operation, maintenance and removal of utilities, including, but not limited to, water, sewer, drainage, power, cable and other utilities required by Grantee from time to time (the "Utilities"). Grantee shall have the right of ingress and egress over and across the adjacent lands of Grantor to and from the Easement Property, as may be necessary in connection with Grantee's construction, reconstruction, operation, maintenance and removal of the Utilities.

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

a. Grantee shall protect the Easement Property and the adjacent lands of Grantor over which Grantee has rights of ingress and egress from damage caused in whole or in part by acts or omissions of Grantee, its employees, agents, contractors, subcontractors, assigns, lessees, licensees, franchisees and agents. Grantee shall clean, cure and correct any such damage to any elements of the Easement Property or the above-referenced adjacent lands, including, but not limited to, all pavement, curbs, gutters, walks, streets, other utilities, structures and other improvements situate therein or thereon, and shall keep all of such property reasonably clean and clear of equipment, building materials, dirt, debris and similar materials. If Grantee fails to clean, cure or correct such damage within fourteen (14) days after notice thereof from Grantor, then Grantor may do so, at Grantee's expense;

b. In all activities undertaken on property belonging to Grantor, Grantee and/or its employees, agents, contractors, subcontractors, successors, assigns, lessees and/or licensees shall conduct and construct all work in a good and workmanlike manner; and

c. Grantee shall not cause or permit to be caused by any of its employees, agents, contractors, subcontractors, successors, assigns, lessees or licensees, any hazardous substances, as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1980

("CERCLA"), pollutants or contaminants, as defined by CERCLA, or hazardous waste, as defined by the Resource Conservation and Recovery Act ("RCRA"), including, but not limited to, asbestos and/or urea formaldehyde, or any pollutants or toxic pollutants, as defined by the Clean Water Act and any amendments thereto, to be dumped, spilled, released, permanently stored, or deposited on, over or beneath the Easement Property. Any hazardous, toxic or flammable substances used by Grantee, its employees, agents, contractors, subcontractors, successors, assigns, lessees or licensees in the construction, reconstruction, operation, maintenance or removal of the Utilities shall be utilized in a lawful manner and in compliance with all federal, state and local requirements relating to protection of health or the environment.

4. Insurance. The Town shall maintain general liability insurance in an amount not less than the limits specified in the Colorado Governmental Immunity Act, as amended, for the Multi-Use Easement for bodily injury and property damage losses attributable to the construction, maintenance, operation and use of the Utilities.

5. Miscellaneous.

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

b. This Easement constitutes the entire agreement between the parties.

c. This Easement shall be of no force and effect until the same is duly and validly executed by each of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Multi-Use Easement Agreement by their respective duly authorized officers as of the date and year first above set forth.

**GRANTOR: NORTHSTAR CUSTOM HOMES
INC., a Colorado corporation**



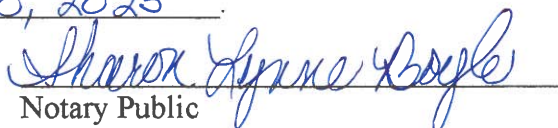
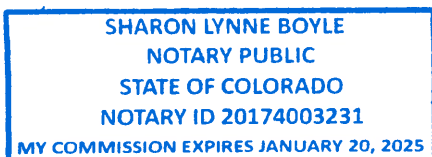
Steven Gage, President

STATE OF COLORADO)
)ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 26th day of March, 2022, by Steven Gage, as President of Northstar Custom Homes Inc., a Colorado corporation.

My commission expires: Jan. 20, 2025.

SEAL


Notary Public

GRANTEE: TOWN OF PARKER

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Town Attorney's Office

EXHIBIT A

Legal Description

A NON-EXCLUSIVE UTILITY EASEMENT LOCATED IN SECTION 15, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH P.M., TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 5, MARK SIX BUSINESS SUBDIVISION, SECOND AMENDMENT, RECORDED AT RECEPTION NO. 2007015659 OF THE DOUGLAS COUNTY RECORDS, AND CONSIDERING THE SOUTH LINE OF SAID LOT 5 TO BEAR S89°30'00"E WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO:

THENCE NORTH 04°43'22" WEST A DISTANCE OF 116.10 FEET ALONG THE WESTERLY LINE OF SAID LOT 5 OF MARK SIX BUSINESS SUBDIVISION, SECOND AMENDMENT TO THE POINT OF BEGINNING.

THENCE NORTH 04°43'22" WEST A DISTANCE OF 100.69 FEET ALONG THE WESTERLY LINE OF SAID LOT 5 OF MARK SIX BUSINESS SUBDIVISION, SECOND AMENDMENT.

THENCE CONTINUING NORTH 17°22'28" WEST A DISTANCE OF 113.62 FEET ALONG THE WESTERLY LINE OF SAID LOT 5 OF MARK SIX BUSINESS SUBDIVISION, SECOND AMENDMENT TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF CLARKE ROAD, AND A POINT OF NON-TANGENT CURVE TO THE LEFT.

THENCE ALONG SAID CURVE TO THE LEFT AND ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF SAID CLARKE ROAD, HAVING AN ARC LENGTH OF 48.70 FEET, A DELTA ANGLE OF 62°00'47", AND A RADIUS OF 45.00 FEET, WHOSE CHORD BEARS NORTH 23°22'22" EAST AND A CHORD LENGTH OF 46.36 FEET TO THE NORTHEAST CORNER OF LOT 5.

THENCE SOUTH 23°30'48" EAST A DISTANCE OF 144.40 FEET TO A POINT ON THE NORTHERLY LINE OF SAID LOT 5 OF MARK SIX BUSINESS SUBDIVISION, SECOND AMENDMENT.

THENCE NORTH 83°09'00" EAST A DISTANCE OF 6.05 FEET ALONG THE NORTHERLY LINE OF SAID LOT 5 OF MARK SIX BUSINESS SUBDIVISION, SECOND AMENDMENT.

THENCE SOUTH 06°51'39" EAST A DISTANCE OF 114.04 FEET.

THENCE SOUTH 83°08'21" WEST A DISTANCE OF 53.80 FEET AND THE POINT OF BEGINNING.

ABOVE EASEMENT AREA CONTAINS 10,439 SQUARE FEET OR 0.239 ACRES MORE OR LESS.

Project Number: 18010
J:\Projects\1818010.dwg\Exhibits\Part 1\MSB Owner\1.dwg

2N Civil, LLC

6 Inverness Ct. E., Suite 125
Englewood, CO 80112

Phone 303-925-0544 Fax 303-925-0547
www.2NCivil.com

UTILITY EASEMENT
MARK 6 BUSINESS AMD 2, LOT 5

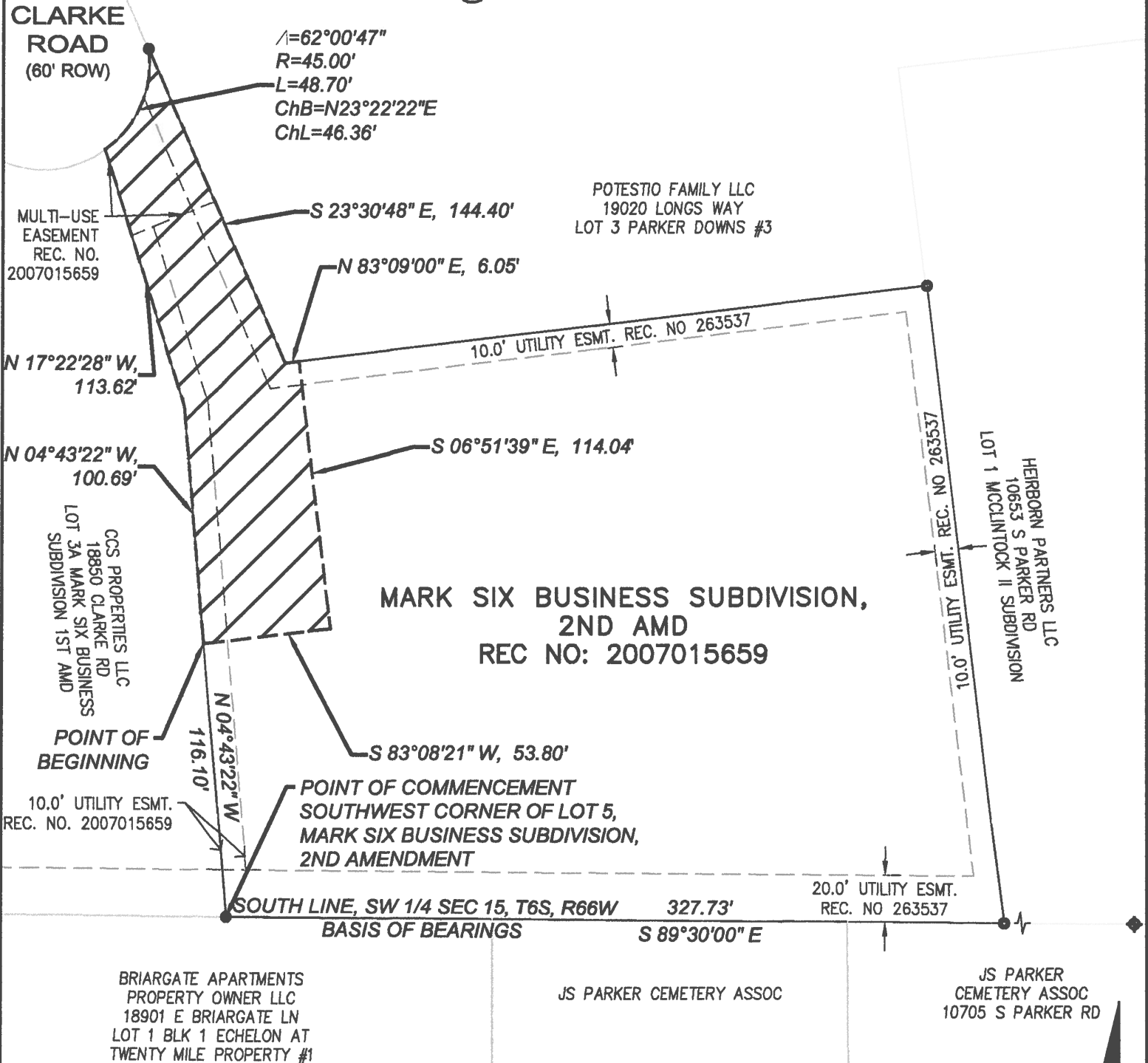
Drawn By: TEW
Checked By: EF
Revisions 11-15-2018

Page 1

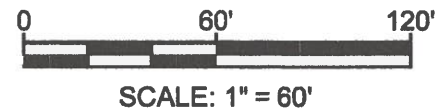


EXHIBIT A

Legal Exhibit



NOTE: THIS EXHIBIT IS ONLY INTENDED TO DEPICT SUBJECT LEGAL DESCRIPTION AND DOES NOT REPRESENT A BOUNDARY SURVEY OF LAND SURVEY PLAT.



Project Number: 18010
J:\Project\18010\Legal\Exhibit A\Part 1\Map Document.dwg

UTILITY EASEMENT MARK 6 BUSINESS AMD 2, LOT 5

Drawn By: TEW
Checked By: EF
Revisions: 11-15-2018

2N Civil, LLC
6 Inverness Ct. E., Suite 125
Englewood, CO 80112
Phone 303-925-0544 Fax 303-925-0547
www.2NCivil.com

2N CIVIL



Request for Town Council Action

Date: May 16, 2022

Submitted By: Alex Mestdagh, Engineering Service Manager

Reviewed By: Michelle Kivela, Town Administrator

Title: **RESOLUTION NO. 22-035**
A Resolution Accepting the Conveyance of a Drainage Easement from Northstar Custom Homes Inc. for Lot 5, Mark 6 Business Subdivision, 2nd Amendment

Department: Engineering and Public Works, Alex Mestdagh

EXECUTIVE SUMMARY

This resolution accepts the conveyance of a drainage easement covering drainage improvements proposed with the site plan for Lot 5, Mark 6 Business Subdivision, 2nd Amendment.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

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

The Engineering Department has reviewed and approved the construction drawings for the drainage facilities associated with an approved site plan for a portion of Lot 5, Mark 6 Business Subdivision, 2nd Amendment. Since the drainage facilities are being constructed as part of a site plan process, and not a plat, the easements need to be dedicated by a separate instrument.

FINANCIAL IMPACT

As the drainage improvements proposed with the easement will be the maintenance responsibility of the property owner, there is no financial impact to the Town.

STRATEGIC GOAL(S)



ATTACHMENTS

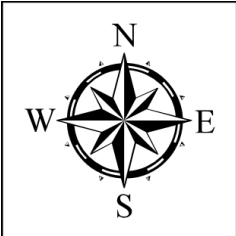
1. Vicinity Map
2. Resolution No. 22-035

RECOMMENDED MOTION

I move to approve Resolution No. 22-035, as part of the consent agenda.



Mark Six Business Subdivision
Easement Acceptances
Vicinity Map



RESOLUTION NO. 22-035, Series of 2022

TITLE: A RESOLUTION ACCEPTING THE CONVEYANCE OF A DRAINAGE EASEMENT FROM NORTHSTAR CUSTOM HOMES INC. FOR LOT 5, MARK 6 BUSINESS SUBDIVISION, 2nd AMENDMENT

WHEREAS, the Town Council of the Town of Parker desires to accept the grant of an easement for the purpose of the maintenance of a drainage pipe and appurtenant drainage facilities;

WHEREAS, Section 1.06.010 of the Town of Parker Municipal Code requires the acceptance of a conveyance of real property to the Town be effectuated by resolution; and

WHEREAS, the Town Council of the Town of Parker desires to accept the grant of an easement specified hereinbelow to the Town by this Resolution.

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

Section 1. The Town Council of the Town of Parker hereby accepts the conveyance of certain property interests for the purpose of the maintenance of a drainage pipe and appurtenant drainage facilities from Northstar Custom Homes Inc. for Lot 5, Mark 6 Business Subdivision, 2nd Amendment, as provided in the Drainage Easement Agreement attached as **Exhibit 1** and incorporated by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

RESOLVED AND PASSED this ____ day of _____, 2022.

TOWN OF PARKER, COLORADO

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

EXHIBIT 1

DRAINAGE EASEMENT AGREEMENT

THIS DRAINAGE EASEMENT AGREEMENT (the "Easement Agreement") is dated this 24 day of March, 2023 by Northstar Custom Homes Inc., a Colorado corporation, having an address at 1128 Neptunite Place, Castle Rock, Colorado 80108 ("Grantor"), and the Town of Parker, a Colorado home rule municipality, having an address of 20120 East Mainstreet, Parker, Colorado 80138 ("Grantee").

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

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

NOW, THEREFORE, for good and valuable consideration by Grantee to Grantor, the covenants of Grantee herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant, and for and in consideration of the easement rights herein granted and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee does hereby covenant and agree as follows:

1. Grant of Easement. Grantor does hereby grant and convey unto Grantee, its successors, assigns, lessees, licensees and agents, an easement under and through the Easement Property, for the purpose of providing the maintenance of a drainage pipe and appurtenant drainage facilities. Grantee shall also have the specific rights of ingress and egress, consistent with this Easement Agreement, for the construction, reconstruction, operation and maintenance of a drainage pipe and appurtenant drainage facilities, consistent with the easement provided herein. Subject to the other terms and conditions of this Easement Agreement, Grantee shall also have the right to remove impediments to operation and maintenance of the Easement Property such as trees, asphalt and sidewalks. Grantee further agrees all construction, reconstruction, operation, maintenance, removal and any other activities which disturb the Easement Property will be coordinated with Grantor so as to minimize any disruption to Grantor's property.

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

3. Operation and Maintenance.

a. The operation and maintenance of the drainage facilities described herein and located within the Easement Property shall be the responsibility of the Grantor; provided, however, that Grantee shall have the right to maintain the Easement Property in the event Grantee, in its sole discretion, determines to enter the Easement Property for the operation and/or maintenance of the Easement Property as set forth in subsection b. hereinbelow. The Grantor acknowledges and agrees that the Grantee has the right to enter the Easement Property to maintain and operate the

drainage facilities covered by Chapter 4.08 of the Parker Municipal Code or to maintain and operate the drainage facilities in the manner described herein.

b. If Grantor fails to adequately maintain the drainage facilities located within the Easement Property, and within fourteen (14) days after the date of written notice from Grantee, fails to correct the maintenance problem, or fails to begin to clean, cure or correct such problem within fourteen (14) days if such problem cannot be reasonably cleaned, cured or corrected within fourteen (14) days, and fails to diligently prosecute such cleaning, cure or correction to completion, then Grantee may do so as provided herein. Notwithstanding the foregoing, Grantee may, in the event of an emergency, as determined by Grantee in its sole discretion, clean, cure or correct any damage caused by Grantor's failure to adequately maintain the drainage facilities located within the Easement Property. The Grantor shall reimburse the Grantee for the cost of such maintenance to the extent that (i) the drainage facilities and/or the type of maintenance performed by Grantee are not covered by Chapter 4.08 of the Parker Municipal Code, as amended, or (ii) if the drainage facilities and/or the type of maintenance performed by the Grantee is covered by Chapter 4.08 of the Parker Municipal Code, as amended, and the Grantee determines in its sole discretion that there are not sufficient funds available for such maintenance. If Grantor fails to reimburse Grantee for the cost of such maintenance, within thirty (30) days after receipt of an invoice from Grantee describing the corrective or maintenance action taken, the unpaid amount shall constitute a lien on the Easement Property until paid in full, with priority over all other liens, except general tax liens, which liens shall be certified to the County Treasurer and collected in the same manner as other taxes are collected. Grantor further agrees that Grantee may also pursue any and all other remedies available at law or in equity.

4. Grantor Defined. The word "Grantor" as used herein, whenever the context requires or permits, shall include the heirs, personal representatives, beneficiaries, successors, grantees and assigns of the owners of the land through which the easement runs, or the respective owners from time to time of portions thereof. The burdens and benefits of this Easement Agreement shall be deemed covenants running with said easements and said land. Notwithstanding any contrary provision in this Easement Agreement, however, any obligation under this Easement Agreement which is to be performed by the owner of any land which is burdened by this Easement Agreement shall be enforceable only against the then owner of such land, and not against any such owner's predecessors in interest.

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

a. Grantee shall protect the Easement Property, and the adjacent lands of Grantor over which Grantee has rights of ingress and egress, from damage caused, in whole or in part, by acts or omissions of Grantee, its employees, agents, contractors, subcontractors, assigns, lessees, licensees and agents.

b. Grantee shall not cause or permit to be caused by any of its employees, agents, contractors, subcontractors, successors, assigns, lessees or licensees, any hazardous substances, as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), pollutants or contaminants, as defined by CERCLA, or hazardous waste, as defined by the Resource, Conservation and Recovery Act ("RCRA"), including, but not limited to, asbestos and/or urea formaldehyde, or any pollutants or toxic pollutants as defined by the Clean Water Act,

and any amendments thereto, to be dumped, spilled, released, permanently stored or deposited on, over or beneath the Easement Property or any other lands owned by Grantor.

6. Retained Rights. Grantor shall have all rights to the Easement Property not granted hereby.

7. Miscellaneous.

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

b. This easement constitutes all of the agreements, understandings and promises between the parties hereto, with respect to the subject matter hereof.

c. This easement shall be of no force and effect until this easement is duly and validly executed by all parties hereto.

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

GRANTOR: NORTHSTAR CUSTOM HOMES INC., a Colorado corporation

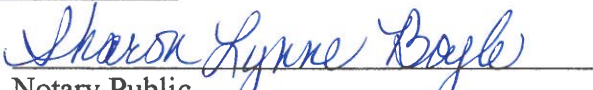

Steven Gage, President

STATE OF Colorado)
Douglas) ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 26th day of March, 2022 by Steven Gage, as President of Northstar Custom Homes Inc.

My commission expires: January 20, 2025

(S E A L)


Notary Public

SHARON LYNNE BOYLE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20174003231
MY COMMISSION EXPIRES JANUARY 20, 2025

GRANTEE: TOWN OF PARKER

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Town Attorney's Office

EXHIBIT A

Legal Description

A DRAINAGE EASEMENT LOCATED IN SECTION 15, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH P.M., TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 5, MARK SIX BUSINESS SUBDIVISION, SECOND AMENDMENT, RECORDED AT RECEPTION NO. 2007015659 OF THE DOUGLAS COUNTY RECORDS, AND CONSIDERING THE SOUTH LINE OF SAID LOT 5 TO BEAR SOUTH 89°30'00" EAST WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO:

THENCE NORTH 04°43'22" WEST ALONG THE WESTERLY LINE OF SAID LOT 5 OF MARK SIX BUSINESS SUBDIVISION, SECOND AMENDMENT A DISTANCE OF 216.79 FEET .

THENCE NORTH 66°10'10" EAST A DISTANCE OF 46.00 FEET TO A POINT ON THE NORTHERLY LINE OF SAID LOT 5; THENCE NORTH 83°09'00" EAST ALONG THE NORTHERLY LINE OF SAID LOT 5 OF MARK SIX BUSINESS SUBDIVISION, SECOND AMENDMENT A DISTANCE OF 6.05 FEET TO THE POINT OF BEGINNING.

THENCE CONTINUING NORTH 83°09'00" EAST ALONG THE NORTHERLY LINE OF SAID LOT 5 A DISTANCE OF 26.76 FEET; THENCE SOUTH 06°51'00" EAST A DISTANCE OF 25.00 FEET; THENCE SOUTH 83°09'00" WEST A DISTANCE OF 26.76 FEET; THENCE NORTH 06°51'39" WEST A DISTANCE OF 25.00 FEET TO A POINT ON THE NORTHERLY LINE OF SAID LOT 5 AND THE POINT OF BEGINNING.

ABOVE EASEMENT AREA CONTAINS 668 SQUARE FEET OR 0.015 ACRES MORE OR LESS.

Project Number: 18010

J:\Projects\18010\dwg\ExhibitA\Town of Parker Drainage Easement North.dwg

2N Civil, LLC

6 Inverness Ct. E., Suite 125
Englewood, CO 80112

Phone 303-925-0544 Fax 303-925-0547
www.2NCivil.com

DRAINAGE EASEMENT MARK 6 BUSINESS AMD 2, LOT 5

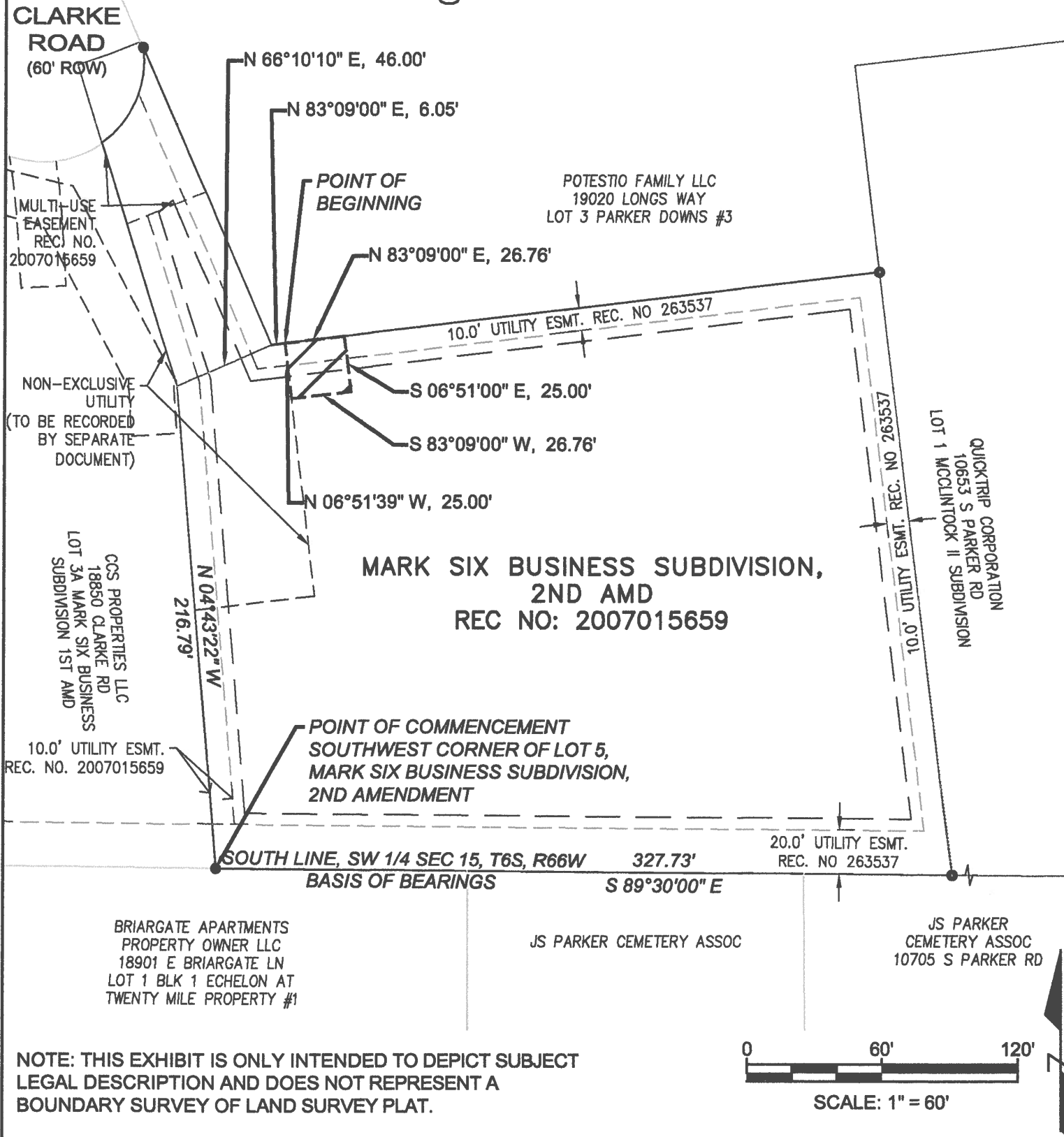
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Checked By: EF
Revisions: 06-23-21

Page 1



EXHIBIT A

Legal Exhibit



Project Number: 18010

J:\Projects\18010\Drawings\Exhibit\Town of Parker Drainage Easement Marking

2N Civil, LLC

6 Inverness Ct. E., Suite 125
Englewood, CO 80112

Phone 303-925-0544 Fax 303-925-0547
www.2NCivil.com

DRAINAGE EASEMENT
MARK 6 BUSINESS AMD 2, LOT 5

Drawn By: TEW
Checked By: EF
Revisions: 06-23-21

Page 2

2N CIVIL

EXHIBIT B

Legal Description

A DRAINAGE EASEMENT LOCATED IN SECTION 15, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH P.M., TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 5, MARK SIX BUSINESS SUBDIVISION, SECOND AMENDMENT, RECORDED AT RECEPTION NO. 2007015659 OF THE DOUGLAS COUNTY RECORDS, AND CONSIDERING THE SOUTH LINE OF SAID LOT 5 TO BEAR SOUTH 89°30'00" EAST WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO:

THENCE NORTH 04°43'22" WEST ALONG THE WESTERLY LINE OF SAID LOT 5 OF MARK SIX BUSINESS SUBDIVISION, SECOND AMENDMENT A DISTANCE OF 51.25 FEET TO THE POINT OF BEGINNING.

THENCE NORTH 85°16'38" EAST A DISTANCE OF 25.00 FEET; THENCE NORTH 04°43'22" WEST A DISTANCE OF 65.78 FEET; THENCE SOUTH 83°08'21" WEST A DISTANCE OF 25.02 FEET TO A POINT ON SAID WESTERLY LINE OF LOT 5; THENCE SOUTH 04°43'22" EAST A DISTANCE OF 64.85 FEET TO THE POINT OF BEGINNING.

ABOVE EASEMENT AREA CONTAINS 1,632 SQUARE FEET OR 0.037 ACRES MORE OR LESS.

Project Number: 18010

J:\Projects\18010\Drawings\Exhibit\Town of Parker Drainage Easement South.dwg

2N Civil, LLC

6 Inverness Ct. E., Suite 125
Englewood, CO 80112

Phone 303-925-0544 Fax 303-925-0547
www.2NCivil.com

DRAINAGE EASEMENT MARK 6 BUSINESS AMD 2, LOT 5

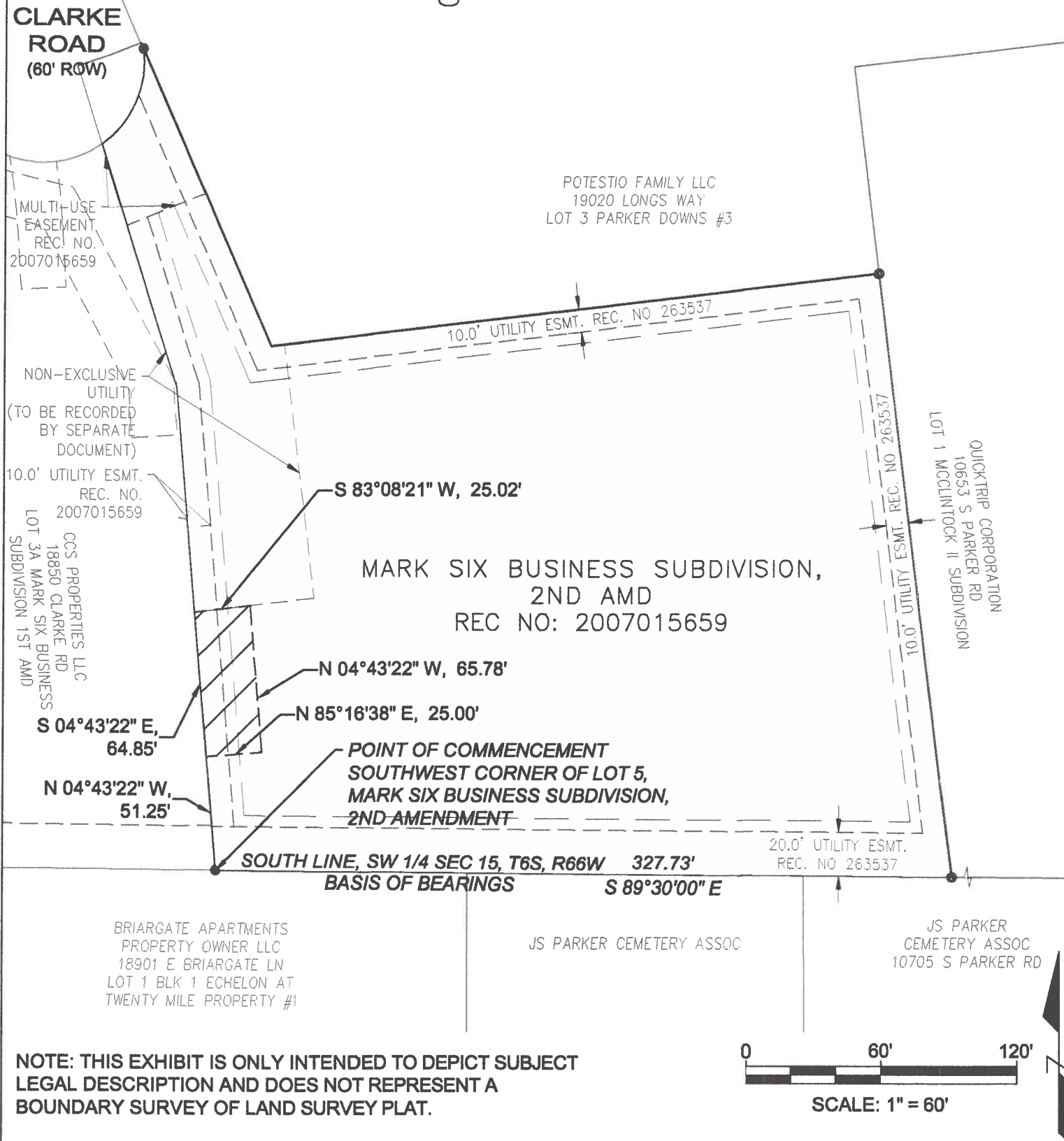
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Checked By: EF
Revisions: 06-23-21

Page 1



EXHIBIT B

Legal Exhibit



Project Number: 18010

J:\Projects\18010\Drawings\Exhibits\Term of Parker Drainage Easement Building

2N Civil, LLC

6 Inverness Ct. E., Suite 125
Englewood, CO 80112

Phone 303-925-0544 Fax 303-925-0547
www.2NCivil.com

**DRAINAGE EASEMENT
MARK 6 BUSINESS AMD 2, LOT 5**

Drawn By: TEW
Checked By: EF
Revisions: 06-23-21

Page 2

2N CIVIL

PROCLAMATION

National Public Works Week 2022

WHEREAS, public works professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of the people of Colorado, and

WHEREAS, these infrastructure, facilities and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers and employees from state and local governments and the private sector, who are responsible for rebuilding, improving and protecting our nation's transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens, and

WHEREAS, it is in the public interest for the citizens, civic leaders and children in the State of Colorado to gain knowledge of and to maintain a progressive interest and understanding of the importance of public works and public works programs in their respective communities, and

WHEREAS, the American Public Works Association has celebrated the annual National Public Works Week since 1960, and

NOW, THEREFORE, I, Jeff Toborg, Mayor of the Town of Parker, do hereby designate May 15-21, 2022 as

National Public Works Week.

I urge all our people to join with representatives of the American Public Works association and government agencies in activities, events and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make to protect our national health safety and quality of life.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the Town of Parker, Colorado, to be affixed this 16th day of May, 2022.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk



Request for Town Council Action

Date: May 16, 2022

Submitted By: Tom Gill, Associate Project Manager

Reviewed By: Michelle Kivela, Town Administrator

Title: **Cottonwood Drive Widening - Landscape - Jordan Road to Parker Road (CIP20-004-L)**

Amount: **\$269,200**

Contractor: **Land Ethics of Colorado, LLC**

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

EXECUTIVE SUMMARY

This item is to award a trade contractor agreement with Land Ethics of Colorado, LLC for the Cottonwood Drive Widening - Landscape - Jordan Road to Parker Road project (CIP20-004-L) for \$269,200.00.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town publicly opened a competitive bid on May 4, 2022, for the Cottonwood Drive Widening - Landscape - Jordan Road to Parker Road project (CIP20-004-L). Work includes landscape and irrigation of three (3) median islands on Cottonwood Drive between Apache Plume Drive and Cottonwood Way.

One responsible bid was received from Land Ethics of Colorado, LLC. They successfully completed the Motsenbocker Road Median Landscape and Irrigation Project in 2020 and have completed some minor landscaping work on Jordan Road more recently. Therefore, Town staff recommends moving forward with the contract award. The bid amount was \$269,200, with the engineer's estimate being \$245,000. Recent escalating material and labor prices may account for the price differential.

FINANCIAL IMPACT

Funding for this project's construction has been appropriated in the Highway and Streets Capital Projects fund (301-4310). The Town will assume the long term maintenance of the median landscaping. The Town currently has Parks staff to maintain the medians, but will require additional annual funding for maintenance, supplies and operation costs (such as irrigation water).

STRATEGIC GOAL(S)



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH

ATTACHMENTS

None

RECOMMENDED MOTION

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



Request for Town Council Action

Date: May 16, 2022

Submitted By: Brett Collins, Projects Administrator

Reviewed By: Michelle Kivela, Town Administrator

Title: **O'Brien Park Playground Equipment Revised Contract Amount with Landscape Structures, Inc.**

Amount: **\$376,232**

Contractor: **Landscape Structures, Inc.**

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

EXECUTIVE SUMMARY

The O'Brien Park Playground Equipment contract award was presented to Town Council on February 2, 2022. The amount approved with Landscape Structures, Inc. was \$338,900.97, which only included play equipment for the base bid construction project. Staff is recommending approval of the base bid and the "add alternate" bid for the construction project. This will complete the entire playground renovation project, and the new contract amount with Landscape Structures, Inc. will be \$376,232.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Staff received approval from Council to pre-order play equipment for the O'Brien Park Playground Improvements through Sourcewell at the February 2, 2022 meeting. The purpose of pre-ordering the play equipment was to ensure that supply chain issues did not delay the construction of the project and save the contractor mark-up on the equipment.

The Town received bids for the construction portion of the O'Brien Park Playground Improvements Project on April 20, 2022. The project was bid with a base bid and an "add alternate" bid, which included playground equipment. For that contract, staff is recommending the award of the base bid and the "add alternate" bid to complete the entire project to avoid a phase 2 project and future disturbance to the park. This will increase the amount needed to purchase the playground equipment for the "add alternate" bid.

FINANCIAL IMPACT

The revised contract amount for the O'Brien Park Playground Equipment purchase is \$376,232. Funding is appropriated in the 2022 Parks, Recreation and Open Space Fund.

STRATEGIC GOAL(S)



SUPPORT AN
ACTIVE COMMUNITY

ATTACHMENTS

None

RECOMMENDED MOTION

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



Request for Town Council Action

Date: May 16, 2022

Submitted By: Michael Walton, Deputy Traffic Engineer

Reviewed By: Michelle Kivela, Town Administrator

Title: **Cimarron Middle School Detention Pond Improvements**

Amount: **\$316,669**

Contractor: **53 Corporation**

Department: **Engineering and Public Works, Michael Walton**

EXECUTIVE SUMMARY

This item is to award a trade contractor agreement with 53 Corporation for the 2022 Cimarron Middle School Pond Improvements (CIP 22-028-CI) for \$316,669.00.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town publicly opened competitive bids on April 28, 2022, for the Cimarron Middle School Pond Improvements (CIP 22-028-CI). Work includes, but is not limited to, replacement of a concrete forebay, installation of a concrete trickle channel, installation of a maintenance access path, modifications of an existing outlet structure, and regrading of the existing pond bottom. The existing soft bottom trickle channel has been an ongoing maintenance issue due to erosion. This erosion poses concerns for the adjacent infrastructure and for the effluent water quality of the pond. A concrete trickle channel is proposed to remediate these issues. Along with this erosion, significant cracking has been noted in the larger forebay onsite. Upon reevaluation of the forebay using current criteria, it was found that two smaller forebays could provide adequate sediment removal. The two smaller forebays will be more maintenance friendly and should provide a much longer operable lifespan than the existing oversized structure. While evaluating the site for the two aforementioned repairs, it became evident that a low spot in the pond was causing nuisance ponding and excess saturation in the pond bottom. This area will be regraded to accommodate full release of the received flows from the pond. During the site evaluation it was also noted that the existing outlet structure no longer meets current water quality criteria. Some minor modifications have been proposed to the outlet structure to bring it up to current standards. Lastly, a new maintenance access path is proposed to provide Town staff with a more adequate means of accessing and maintaining the newly constructed infrastructure.

The Town received bids from seven (7) contractors, with 53 Corporation being the lowest responsible bidder. One bidder, Western States Reclamation, was removed from consideration

due to the exceptions included with their proposal. The contractor, 53 Corporation, is an approved Mile High Flood District (MHFD) Tier 1 contractor providing adequate confirmation of their ability to perform this work. Town Staff recommends moving forward with the contract award. The bids considered were as follows:

1. 53 Corporation - \$316,669.00
2. Edge Contracting - \$398,788.00
3. Iron Mountain Demolition & Roll-Off – \$440,345.00
4. Tasman Geosciences Inc. - \$456,264.00
5. Summers Construction, Inc. - \$575,406.00
6. Stone & Concrete - \$577,977.00

FINANCIAL IMPACT

Funding for this stormwater improvement project has been appropriated in the Stormwater Fund (501).

STRATEGIC GOAL(S)



PROMOTE A SAFE AND
HEALTHY COMMUNITY

ATTACHMENTS

None

RECOMMENDED MOTION

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



Request for Town Council Action

Date: May 16, 2022

Submitted By: Julia Duncan, Associate Planner
John Fussa, Community Development Director
Bryce Matthews, Planning Manager

Reviewed By: Michelle Kivela, Town Administrator

Title: **AUBURN HILLS Centre MDP**

Applicant: **Debbie Klisis**

Location: **Southwest corner of Mainstreet and Jordan Road**

Department: **Community Development, Julia Duncan**

TRAKiT No.: **SUB21-049**

EXECUTIVE SUMMARY

The applicant, Debbie Klisis, is proposing a Minor Development Plat (MDP) to subdivide an existing property into five (5) lots for future commercial development. Included as part of the Minor Development Plat, Ordinance 1.558 will vacate a portion (0.48 acre) of excess right-of-way located on the west side of Jordan Road south of Mainstreet. The property is located at the southwest corner of Mainstreet and Jordan Road. The applicant also requires a Subdivision Improvement Agreement (SIA) to secure the public improvements associated with the MDP.

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, 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 subject property was annexed into the Town in June, 1987 with Planned Development (PD) zoning. The property has a total area of approximately 5.05 acres and is undeveloped. It is located on the southwest corner of the intersection of Mainstreet and Jordan Road with Mainstreet to the north, Jordan Road to the east, East Auburn Hills Drive to the west and Cedar Gulch Parkway to the south.

The proposed MDP will subdivide the existing parcel into five (5) commercial lots with internal private streets and utilities to serve each lot. The resulting lots and their total size are summarized as follows:

1. Lot 1 is 1.294 acres
2. Lot 2 is 0.552 acres
3. Lot 3 is 0.600 acres
4. Lot 4 is 1.597 acres
5. Lot 5 is 1.010 acres

The proposed access to the property will be on the west side from Auburn Hills Drive. There will also be a second access to the property on the south side at Cedar Gulch Parkway with a full movement driveway. The proposal also includes the vacation of approximately 40 feet of surplus right-of-way along Jordan Road that has no use because the Town has built the road to its full extent. The developer has requested that the Town sell and vacate this excess right-of-way. This will enable the applicant to expand the size of the commercial development parcel and return the surplus land to beneficial use.

This segment of the Jordan Road right-of-way was dedicated to the Town in 2001 by the original developer of Bradbury Ranch. At the time of the original development, both the developer and the Town assumed that the alignment of Jordan Road would be located further west than was ultimately constructed. As a result, the original dedication of the Jordan Road right-of-way to the Town included excess width on the west side of Jordan Road. The roadway is now constructed to the ultimate arterial roadway width, including all necessary auxiliary lanes, and the Town's long-term roadway system projections do not forecast a need for additional widening along this stretch. As a part of this proposed sale and vacation, the Town will retain the right-of-way necessary to accommodate a new eight-foot sidewalk on Jordan Road, in accordance with the Town's standard roadway template. The remaining right-of-way totals approximately 0.48 acres.

With no roadway or pedestrian use forecasted to require this right-of-way, staff is supportive of selling this land and allowing it to be incorporated into the adjacent commercial development. In order to determine the value of the land, the developer performed an appraisal that was then

reviewed by a third-party professional on behalf of the Town. Based on the market value of the land and the added value that the additional land would bring to the overall development, a purchase price of \$165,000 was negotiated with the developer.

The proposed MDP will establish the framework for future commercial use. However, all proposals for development will require a Site Plan application and approval. These will be processed administratively under the Land Development Ordinance.

The Bradbury Ranch PD zoning designates the property as Neighborhood Commercial with the intention of providing a broad range of retail goods and services and business and professional services that support residential use and surrounding residential neighborhoods. The Parker 2035 Master Plan designates the property as Neighborhood Commercial. The proposed MDP is consistent with the adopted PD zoning and the Master Plan.

The applicant requires a SIA to secure the public improvements associated with the proposed MDP. The SIA requirements include the following:

1. Prior to the recordation of the Final Plat, the Developer shall pay to the Town Eighty-Seven Thousand and Five Hundred Dollars (\$87,500), which payment is the cost to design and construct a traffic signal at the intersection of Jordan Road and Cedar Gulch Parkway. The Town shall use these funds only for the purpose of installing this traffic signal when warranted, as determined by the Town.
2. Prior to recordation of the Final Plat, the Developer shall pay to the Town One Hundred Sixty-Five Thousand Dollars (\$165,000), which payment is for the Town's conveyance of excess right-of-way along Jordan Road to the Developer that is being vacated by the Town.

The Planning Commission held a public hearing for the proposed MDP on April 28, 2022 and voted unanimously to recommend that Town Council approve the application.

FINANCIAL IMPACT

Revenue positive due to future commercial use and sale of surplus right-of-way.

STRATEGIC GOAL(S)



**ENHANCE ECONOMIC
VITALITY**



**DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH**

ATTACHMENTS

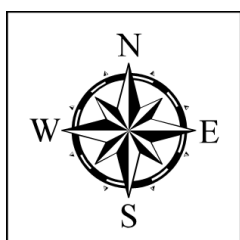
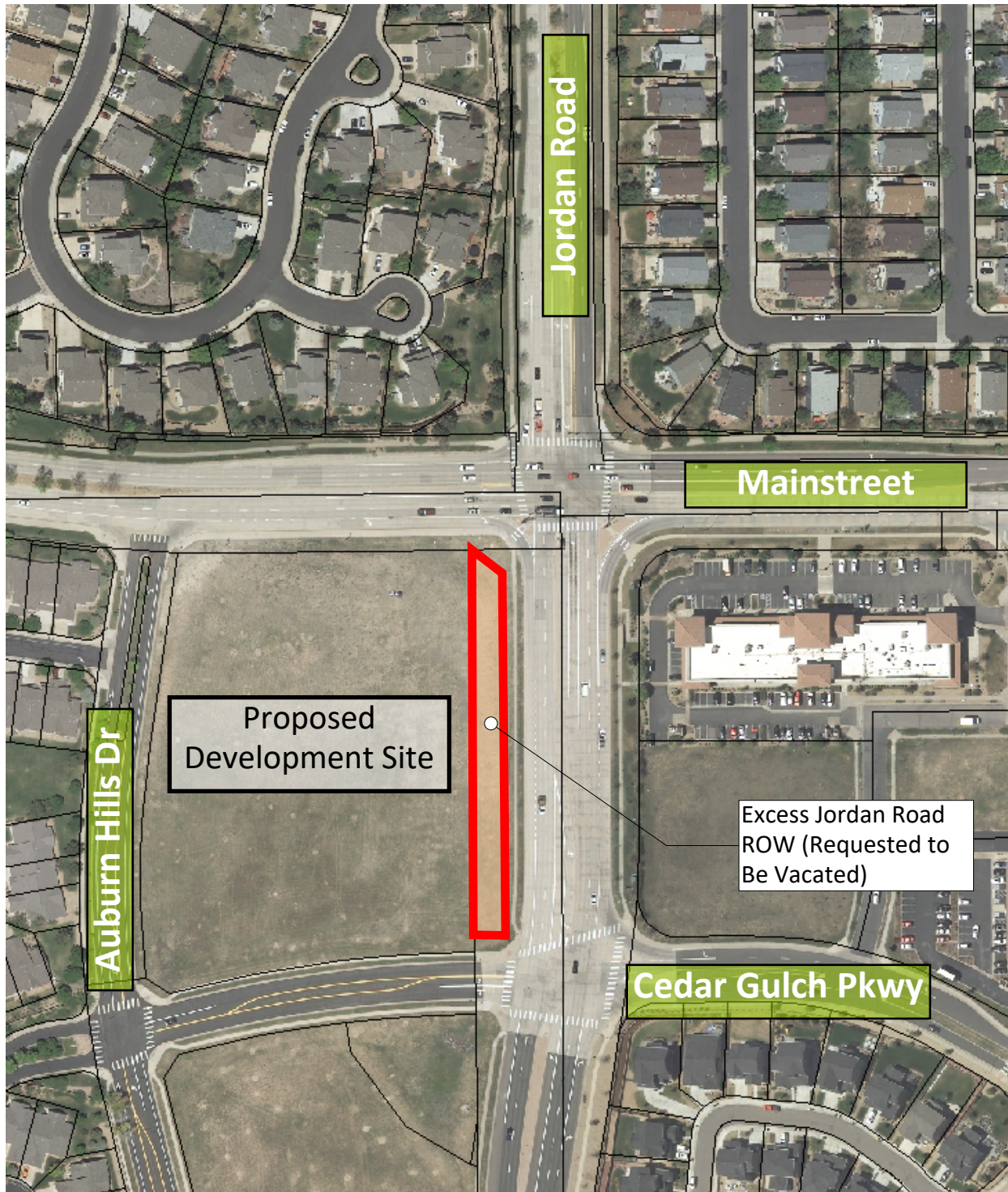
1. Vicinity Map
2. Jordan Road Excess ROW Vicinity Map
3. Ordinance No. 1.558
4. Auburn Hills Centre Filing No. 1 MDP
5. Auburn Hills Centre Filing No. 1 Master Landscape Plan
6. Auburn Hills Centre Minor Development Plat SIA

7. Planning Commission Staff Report

RECOMMENDED MOTION

1. I move to approve Ordinance No. 1.558 on second reading.
2. I move to approve the Auburn Hills Centre Filing No. 1 Minor Development Plat, based on staff findings.
3. I move to approve the Auburn Hills Centre Filing No. 1 Subdivision Improvement Agreement, based on staff findings.





Jordan Road ROW
Vacation Request
Vicinity Map

ORDINANCE NO. 1.558, Series of 2022

TITLE: A BILL FOR AN ORDINANCE VACATING A PORTION OF RIGHT-OF-WAY ADJACENT TO JORDAN ROAD BETWEEN MAINSTREET AND EAST AUBURN HILLS PLACE

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

Section 1. Pursuant to C.R.S. §43-2-303 and Chapter 10.12 of the Parker Municipal Code, the Town of Parker hereby vacates that portion of right-of-way adjacent to Jordan Road between Mainstreet and East Auburn Hills Place that is described in **Exhibit A**, which is attached hereto and incorporated by this reference. The Town further determines pursuant to Section 10.12.050 that, upon the effective date of said vacation, title shall vest to the property described in Exhibit A to WDG Jordan LLC, a Colorado limited liability company.

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, subject to payment to the Town in the amount of One Hundred Sixty-Five Thousand Dollars (\$165,000), and approval of the minor development plat in Town of Parker case number SUB21-049, Auburn Hills Centre Minor Development Plat.

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:

Kristin Hoffmann, Town Attorney

Exhibit-A

PROPERTY DESCRIPTION

A parcel of land being a portion of that right-of-way described as Parcel IV in Special Warranty Deed recorded on October 14, 1987 in Book 753, Page 617 of the records of Douglas County, situate in the Southeast Quarter (SE1/4) of Section Twenty (20), Township Six South (T.6S.), Range Sixty-Six West (R.66W.) of the Sixth Principal Meridian (6th P.M.), Town of Parker, County of Douglas, State of Colorado, and more particularly described as follows:

COMMENCING at the East Quarter Corner of said Section 20 and assuming the East line of said SE1/4 as bearing South 00°21'15" East, being a grid bearing of the Colorado State Plane Coordinate System, Central Zone, North American Datum 1983, with all other bearings contained herein being relative thereto;

The lineal dimensions as contained herein are based upon the "U.S. Survey Foot."

THENCE South 00°21'15" East a distance of 70.00 feet to the South line of Bradbury Ranch Subdivision Filing No. 2K recorded October 1, 1997 at Reception No. 9754676 of the records of Douglas County;

THENCE South 88°58'38" West along said South line a distance of 94.78 feet to the **POINT OF BEGINNING**;

THENCE South 45°37'01" East a distance of 43.32 feet;

THENCE South 00°21'15" East a distance of 295.63 feet;

THENCE South 00°05'09" East a distance of 34.05 feet to a Point on a Curve (POC);

THENCE along the arc of a curve concave to the West and being non-tangent to the aforesaid line a distance of 96.74 feet, said curve has a Radius of 898.98 feet, a Delta of 6°09'57", and is subtended by a Chord bearing South 01°58'23" West a distance of 96.70 feet;

THENCE South 48°27'30" West non-tangent from the aforesaid curve a distance of 55.70 feet to the intersection of the North right-of-way line of East Auburn Hills Place per Bradbury Ranch Subdivision Filing No. 3B recorded July 5, 2000 at Reception No. 00046266 of the records of Douglas County and the West line of that right-of-way described as Parcel IV in Special Warranty Deed recorded on October 14, 1987 in Book 753, Page 617 of the records of Douglas County;

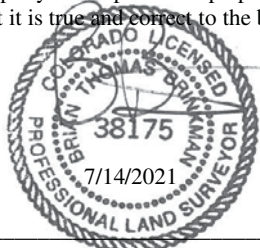
THENCE North 00°21'15" West along said West right-of-way line a distance of 493.29 feet to the South right-of-way line of East Main Street per Bradbury Ranch Subdivision Filing No. 2K recorded October 1, 1997 at Reception No. 9754676 of the records of Douglas County;

THENCE North 88°58'38" East along said South right-of-way line a distance of 15.23 feet to the **POINT OF BEGINNING**.

Said parcel contains 0.486 Acres or 21,187 sq. ft. more or less (+/-), and is subject to any rights-of-way or other easements of record as now existing on said described parcel of land.

SURVEYORS CERTIFICATE

I, Brian T. Brinkman, a Colorado Licensed Professional Land Surveyor do hereby state that this Property Description was prepared by me or under my personal supervision and checking, and that it is true and correct to the best of my knowledge and belief.



Brian T. Brinkman – on behalf of Lat40°, Inc.
Colorado Licensed Professional
Land Surveyor #38175

Lat40°, Inc.
Professional Land Surveyors
6250 W. 10th St. Unit 2
Greeley, CO 80634
(970) 515-5294

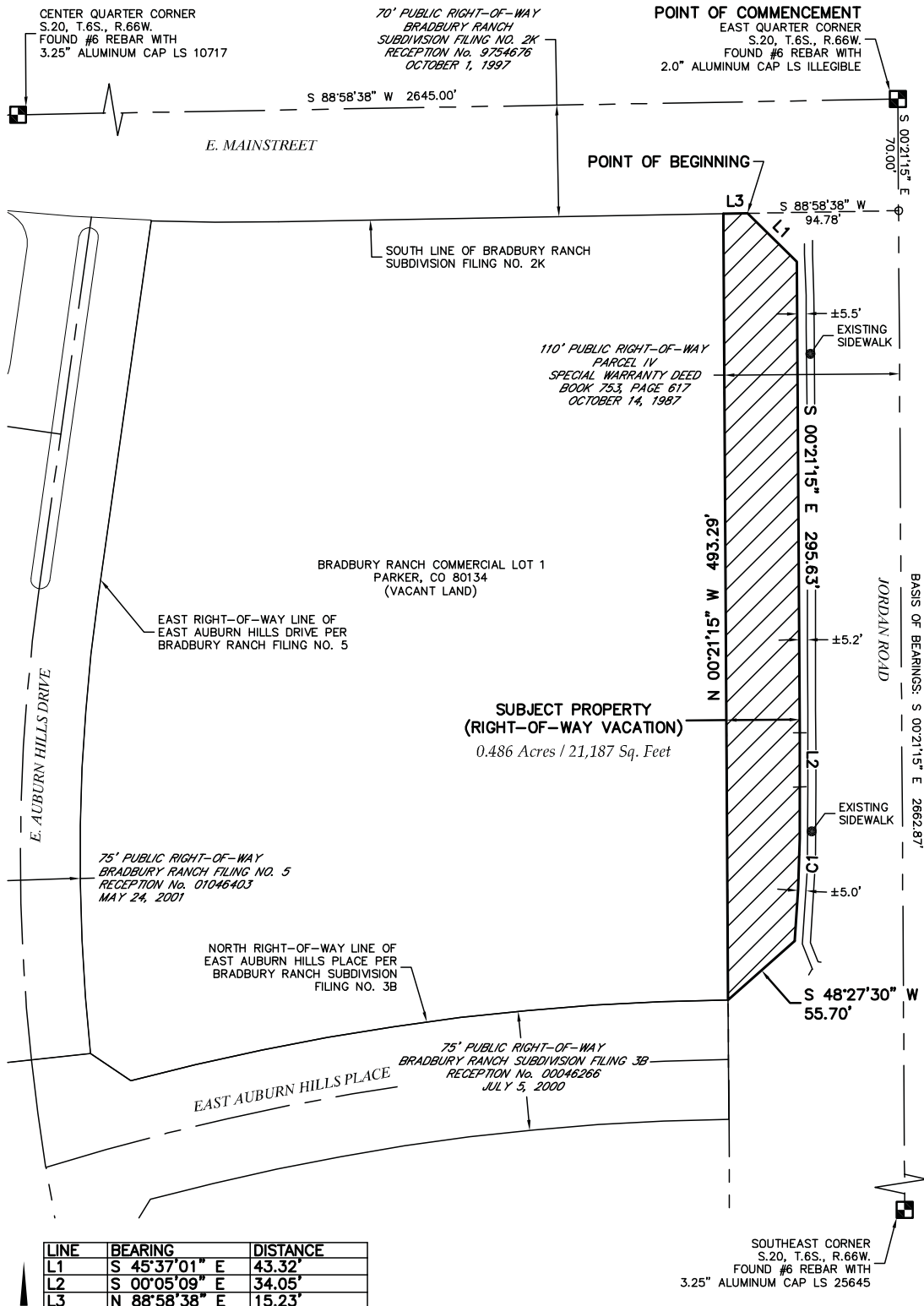


Lat40°, Inc. 6250 W. 10th Street, Unit 2, Greeley, CO 970-515-5294

EXHIBIT-B

THIS MAP DOES NOT REPRESENT A BOUNDARY SURVEY

SECTION: 20
TOWNSHIP: 6S
RANGE: 66W

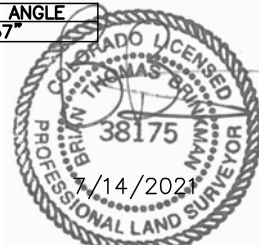


LINE	BEARING	DISTANCE
L1	S 45°37'01" E	43.32'
L2	S 00°05'09" E	34.05'
L3	N 88°58'38" E	15.23'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	898.98'	96.74'	96.70'	S 01°58'23" W	6°09'57"



NOTE: This exhibit drawing is not intended to be a monumented land survey. It's sole purpose is as a graphic representation to aid in the visualization of the written property description which it accompanies. The written property description supersedes the exhibit drawing.



Brian T. Brinkman—On behalf of Lat40°, Inc.
Colorado Licensed Professional Land Surveyor No. 38175
DATE: 7/14/2021
PROJECT#: 2020523

AUBURN HILLS CENTRE FILING 1

MINOR DEVELOPMENT PLAT

Part of the Southeast Quarter of Section 20, Township 6 South, Range 66 West of the 6th P.M.,
Town of Parker, County of Douglas, State of Colorado

(TOTAL AREA= 5.053 ACRES; TOTAL NUMBER OF LOTS= 5)

PROPERTY DESCRIPTION:

A parcel of land known as Bradbury Ranch Commercial Lot 1 and a portion of that right-of-way described as Parcel IV in Special Warranty Deed recorded on October 14, 1987 in Book 753, Page 617 of the records of Douglas County, being situate in the Southeast Quarter (SE1/4) of Section Twenty (20), Township Six South (T.6S.), Range Sixty-Six West (R.66W.) of the Sixth Principal Meridian (6th P.M.), Town of Parker, County of Douglas, State of Colorado, and more particularly described as follows:

COMMENCING at the East Quarter Corner of said Section 20 and assuming the East line of said SE1/4 as bearing South 00°21'15" East, being a grid bearing of the Colorado State Plane Coordinate System, Central Zone, North American Datum 1983, with all other bearings contained herein being relative thereto;

The lineal dimensions as contained herein are based upon the "U.S. Survey Foot."

THENCE South 00°21'15" East a distance of 70.00 feet to the South line of Bradbury Ranch Subdivision Filing No. 2K recorded October 1, 1997 at Reception No. 9754676 of the records of Douglas County,
THENCE South 88°58'38" West along said South line a distance of 94.78 feet to the **POINT OF BEGINNING**;

THENCE South 45°37'01" East a distance of 43.32 feet;
THENCE South 00°21'15" East a distance of 295.63 feet;
THENCE South 00°05'09" East a distance of 34.05 feet to a Point on a Curve (POC);
THENCE along the arc of a curve concave to the West and being non-tangent to the aforesaid line a distance of 96.74 feet, said curve has a Radius of 898.98 feet, a Delta of 6°09'57", and is subtended by a Chord bearing South 01°58'23" West a distance of 96.70 feet;
THENCE South 48°27'30" West non-tangent from the aforesaid curve a distance of 55.70 feet to the North right-of-way line of East Auburn Hills Place per Bradbury Ranch Subdivision Filing No. 3B recorded July 5, 2000 at Reception No. 00046266 of the records of Douglas County and to a POC;

Thence along said North right-of-way line by the following Two (2) courses and distances:
THENCE along the arc of a curve concave to the South and being non-tangent to the aforesaid line a distance of 379.28 feet, said curve has a Radius of 1537.50 feet, a Delta of 14°08'03", and is subtended by a Chord bearing South 82°16'27" West a distance of 378.32 feet;
THENCE North 55°53'34" West non-tangent from the aforesaid curve a distance of 30.40 feet to the East right-of-way line of East Auburn Hills Drive per Bradbury Ranch Subdivision Filing No. 5 recorded May 24, 2001 at Reception No. 01046403 of the records of Douglas County and to a POC;

Thence along said East right-of-way line by the following Two (2) courses and distances:
THENCE along the arc of a curve concave to the East and being non-tangent to the aforesaid line a distance of 287.15 feet, said curve has a Radius of 1162.50 feet, a Delta of 14°09'09", and is subtended by a Chord bearing North 00°56'55" East a distance of 286.42 feet to a Point of Tangency (PT);

THENCE North 08°01'29" East a distance of 238.67 feet to the South right-of-way line of East Main Street per Bradbury Ranch Subdivision Filing No. 2K recorded October 1, 1997 at Reception No. 9754676 of the records of Douglas County and to a POC;

Thence along said South right-of-way line by the following Two (2) courses and distances:
THENCE along the arc of a curve concave to the North and being non-tangent to the aforesaid line a distance of 79.82 feet, said curve has a Radius of 1570.00 feet, a Delta of 2°54'47", and is subtended by a Chord bearing South 89°33'58" East a distance of 79.81 feet to a PT;

THENCE North 88°58'38" East a distance of 294.41 feet to the **POINT OF BEGINNING**.

Said parcel contains 5.053 Acres or 220,118 sq. ft. more or less (+/-), and is subject to any rights-of-way or other easements of record as now existing on said described parcel of land.

BASIS OF BEARINGS AND LINEAL UNIT DEFINITION

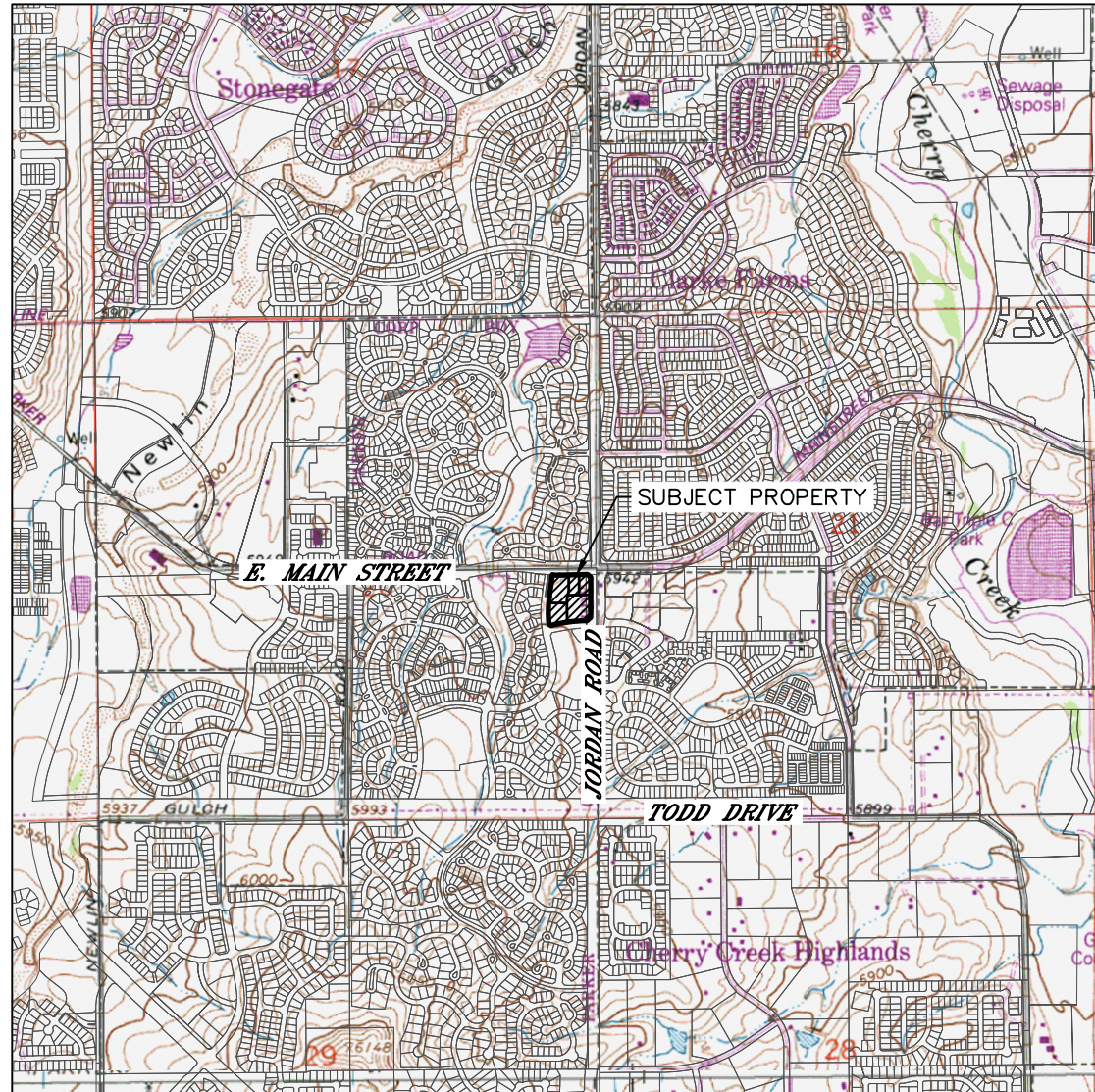
Assuming the East line of the Southeast Quarter of Section 20, T.6S., R.66W., as monumented by a #6 rebar with an illegible 2.0" aluminum cap at the North end and by a #6 rebar with a 3.25" aluminum cap stamped L.S. 25645 at the South end, as bearing South 00°21'15" East being a Grid Bearing of the Colorado State Plane Coordinate System, Central Zone, North American Datum 1983, a distance of 2662.87 feet with all other bearings contained herein relative thereto.

The lineal dimensions as contained herein are based upon the "U.S. Survey Foot."

NOTE: The angular difference from the record plotted bearings for Bradbury Ranch Filing No. 2K, 3B and 5 and the grid bearings used for this survey is -0°27'54".

LAND USE SUMMARY TABLE

TRACT	LAND USAGE	OWNERSHIP/MAINTENANCE	SQ. FT.	ACERAGE
LOT 1	COMMERCIAL	PRIVATE	56,371.3	1.294
LOT 2	COMMERCIAL	PRIVATE	24,029.2	0.552
LOT 3	COMMERCIAL	PRIVATE	26,154.7	0.600
LOT 4	COMMERCIAL	PRIVATE	69,547.2	1.597
LOT 5	COMMERCIAL	PRIVATE	44,015.4	1.010
TOTAL			220,117.8	5.053



VICINITY MAP
SCALE: 1"=2000'

PLANNING COMMISSION:

The Minor Development Plat was reviewed by the Planning Commission on the ____ day of _____, 20____.

Planning Director,
on behalf of the Planning Commission

TOWN COUNCIL AND/OR, WHERE APPLICABLE, THE PLANNING DIRECTOR AND DIRECTOR OF ENGINEERING:

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

TITLE VERIFICATION:

I/We _____, a _____, do hereby certify that I/we have examined the title of all land plotted 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: _____

Date: _____

DEVELOPER

WDG Jordan LLC
O: 720.907.9010
Attn: Jason James

ENGINEER

Olsson
1525 Raleigh Street, Suite 400
Denver, CO 80204
O: 303.237.2072
Attn: Debbie Klisis, PE

LAND SURVEYOR

Lat40°, Inc.,
Professional Land Surveyors
6250 W. 10th Street, Unit 2
Greeley, CO 80634
O: 970.515.5294
Attn: Brian T. Brinkman, PLS

NOTES:

- ACCESS EASEMENT 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.
- 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.
- 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.
- 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.
- 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 OWNERS OF EACH LOT SHALL KEEP AND MAINTAIN THE PARKING SPACES CONTAINED WITHIN THEIR RESPECTIVE LOT IN A COMMERCIALLY REASONABLE CONDITION AND STATE OF REPAIR.
- UTILITY EASEMENTS ARE DEDICATED TO THE UTILITY PROVIDERS FOR THE INSTALLATION, MAINTENANCE, AND REPLACEMENT OF ELECTRIC, GAS, TELEVISION, CABLE, AND TELECOMMUNICATIONS FACILITIES (DRY UTILITIES). UTILITY EASEMENTS SHALL ALSO BE GRANTED WITHIN ANY ACCESS EASEMENTS AND PRIVATE STREETS IN THE SUBDIVISION. PERMANENT STRUCTURES, IMPROVEMENTS, OBJECTS, BUILDINGS, WELLS, WATER METERS AND OTHER OBJECTS THAT MAY INTERFERE WITH THE UTILITY FACILITIES OR USE THEREOF (INTERFERING OBJECTS) SHALL NOT BE PERMITTED WITHIN SAID UTILITY EASEMENTS AND THE UTILITY PROVIDERS, AS GRANTEEES, MAY REMOVE ANY INTERFERING OBJECTS AT NO COST TO SUCH GRANTEEES, INCLUDING, WITHOUT LIMITATION, VEGETATION.

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 **AUBURN HILLS CENTRE FILING 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 that 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 of Parker the perpetual rights of ingress and egress upon the property for the operation, maintenance, and reconstruction of the public sidewalk when the owner(s) fail to maintain such public sidewalk, which maintenance, operation, and reconstruction shall be at the cost of the Owner(s). The Town of Parker shall also have the right to remove any obstructions that would adversely affect the operation and maintenance of the sidewalk, as determined by the Town of Parker.

A Multi-Use Utility Easement is hereby dedicated as shown for the use of all utilities. The Town of Parker is granted access over and across the easement for the purpose of accessing, maintaining, and repairing stormwater management improvements in the event that the property owner fails to satisfactorily maintain or repair said facilities.

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 obviate 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: WDG Jordan LLC)

By: _____

Title: _____

(Mortgagee: _____)

By: _____

Title: _____

ATTEST:

Secretary

Subscribed and sworn to before me this ____ day of _____, 20____, By: _____

WITNESS my hand and official seal.

Notary Public

My commission expires: _____

SURVEYOR:

I, Brian T. Brinkman, a professional land surveyor licensed to practice land surveying in the State of Colorado, do hereby certify that the survey of **AUBURN HILLS CENTRE FILING 1** was made by me or directly under my supervision on or about the 15th day of JULY, 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 warranty 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____.

Brian T. Brinkman — On Behalf Of Lat40°, Inc.
Colorado Licensed Professional
Land Surveyor #38175

CLERK & RECORDER:

STATE OF COLORADO)
ss.
COUNTY OF DOUGLAS)

I hereby certify that this plat was filed in my office on this ____ day of _____,

20____ A.D., at _____ a.m./p.m., and was recorded at Reception Number _____.

County Clerk and Recorder



Lat40°, Inc.
Professional Land Surveyors
6250 W. 10th Street, Unit 2
Greeley, CO 80634
O: 970-515-5294

DATE:	FILE NAME:	DRAWN BY:	CHECKED BY:	SCALE:	PROJECT #:
9/15/2021	2020523SUB	KCG	BTB	AS NOTED	2020523.4
REVISIONS:	DATE:				
ADD PWSO EASEMENTS	BTB	10/04/2021			
ADDITIONAL PLAT COMMENTS	BTB	11/23/2021			
UPDATE PWSO EASEMENT	BTB	01/03/2022			
UPDATE PWSO EASEMENT	BTB	01/18/2022			
ADDITIONAL PLAT COMMENTS	BTB	02/22/2022			

SUBDIVISION PLAT
FOR
WDG Jordan LLC
4201 E YALE AVE, #140
DENVER, CO 80222

1
SHEET 1 OF 2

AUBURN HILLS CENTRE FILING 1

MINOR DEVELOPMENT PLAT

Part of the Southeast Quarter of Section 20, Township 6 South, Range 66 West of the 6th P.M.,
Town of Parker, County of Douglas, State of Colorado

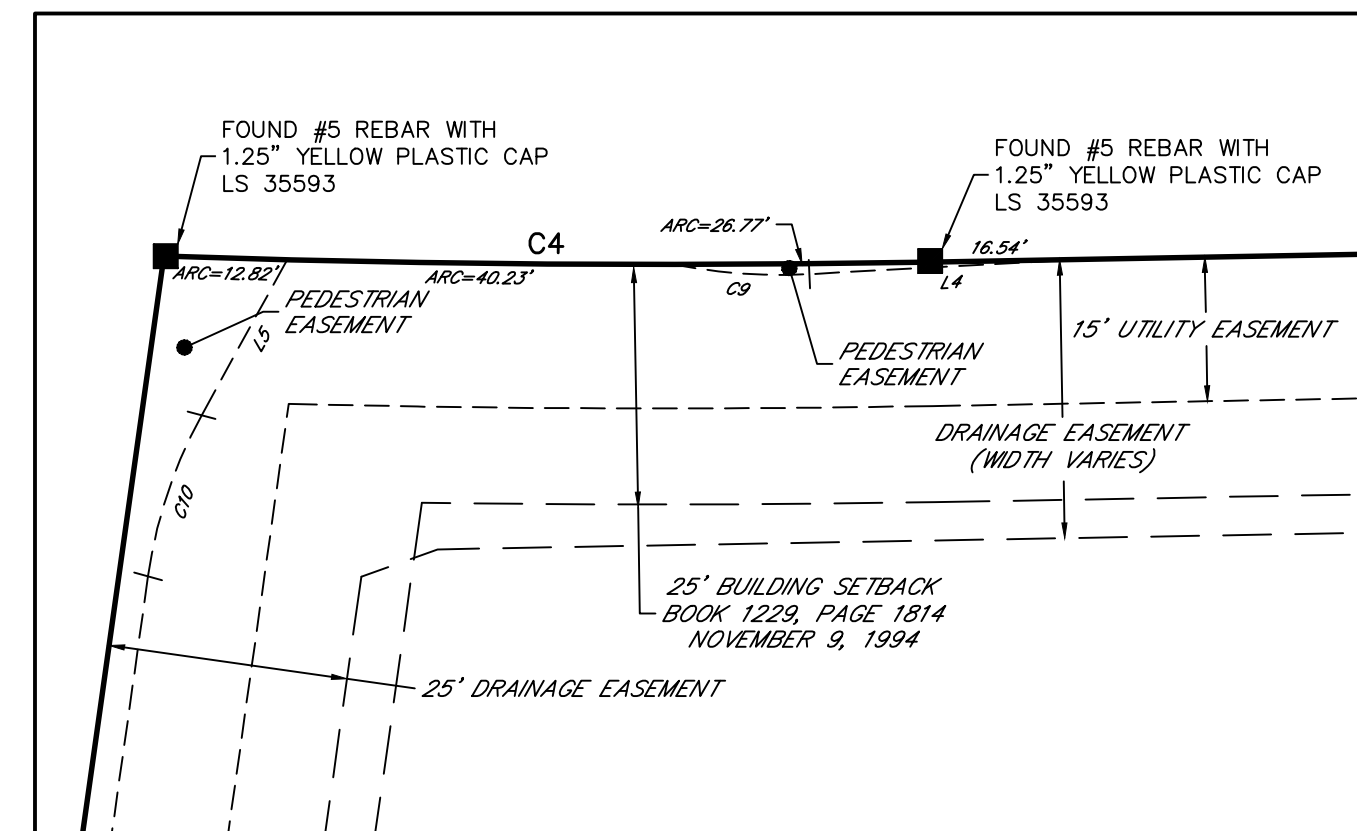
(TOTAL AREA= 5.053 ACRES; TOTAL NUMBER OF LOTS= 5)

LINE AND CURVE TABLES

LINE	BEARING	DISTANCE
L1	S 45°39'01" E	43.37
L2	S 00°05'09" E	34.05
L3	N 55°53'34" W	30.40
L4	S 86°56'28" W	23.19
L5	S 28°47'58" W	18.48
L6	S 89°38'00" W	2.65
L7	N 06°36'15" W	15.00
L8	S 06°36'15" E	15.00

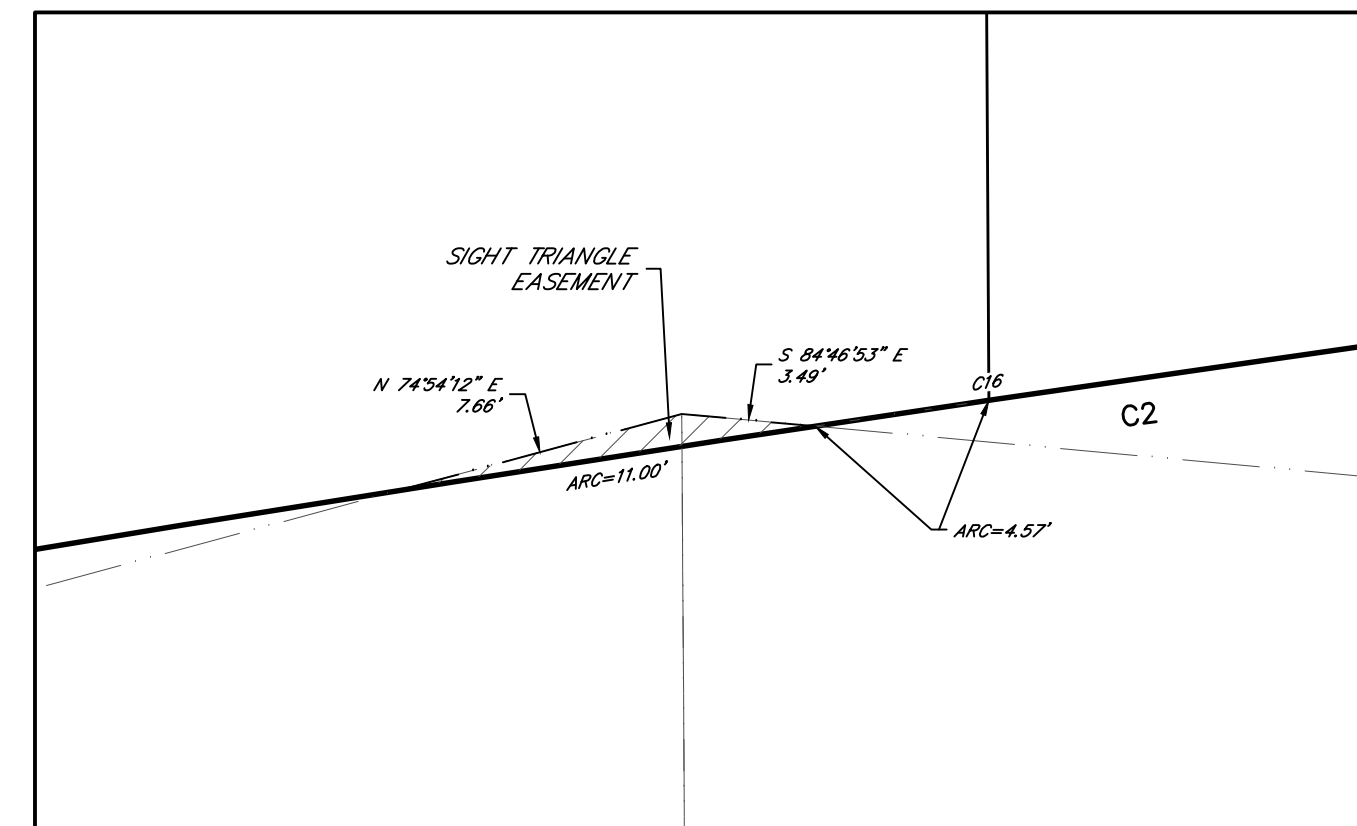
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	898.98	96.74	96.70	S 01°58'23" W	6°09'57"
C2	1537.50	379.28	378.32	S 82°16'27" W	14°08'03"
C3	1162.50	287.15	286.42	N 00°56'55" E	14°09'09"
C4	1570.00	79.82	79.81	S 89°33'58" E	2°54'47"
C5	1537.50	207.70	207.54	S 85°28'16" W	7°44'25"
C6	1537.50	171.58	171.49	S 78°24'15" W	6°23'38"
C7	1162.50	223.24	222.90	N 00°37'35" W	11°00'10"
C8	1162.50	63.91	63.90	N 06°27'00" E	3°08'59"
C9	57.00	14.23	14.19	N 85°54'27" W	14°18'13"
C10	49.00	17.77	17.67	S 18°24'43" W	20°46'28"
C11	9.50	14.39	13.05	S 46°15'53" W	86°45'44"
C12	1162.50	83.26	83.25	N 04°56'08" E	4°06'14"
C13	9.50	16.14	14.27	S 41°41'00" E	97°20'29"
C14	9.50	12.81	11.86	S 38°59'46" E	77°17'04"
C15	9.50	10.21	9.72	N 30°25'26" E	61°33'22"
C16	1537.50	76.13	76.13	S 81°38'40" W	2°50'14"
C17	1556.46	268.98	268.64	S 85°10'09" W	9°54'05"
C18	1162.50	50.24	50.24	N 05°11'54" E	2°28'34"
C19	1537.50	159.54	159.47	S 86°22'07" W	5°56'44"
C20	1537.50	20.00	20.00	S 83°01'23" W	0°44'43"
C21	1552.50	20.00	20.00	N 83°01'36" E	0°44'17"

DETAIL A



SCALE - 1"=20'

DETAIL B



SCALE - 1"=5'

SCALE - 1"=40'

SCALE - 1"=40'

SCALE - 1"=40'

SCALE - 1"=40'

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LEGEND	
---	SECTION LINE
---	BOUNDARY LINE
---	LOT LINE
---	EASEMENT LINE
---	BUILDING SETBACK LINE
---	RIGHT-OF-WAY
---	SIGHT TRIANGLE
100.00'	BOUNDARY DIMENSION
100.00'	LOT DIMENSION
100.00'	EASEMENT DIMENSION
PWSD	PARKER WATER AND SANITATION DISTRICT
■	FOUND ALIQUOT CORNER AS DESCRIBED
●	SET ALIQUOT CORNER AS DESCRIBED
■	FOUND MONUMENT AS DESCRIBED
●	SET 24" OF #4 REBAR WITH A BLUE PLASTIC CAP STAMPED LAT40, LS 38175
○	CALCULATED POSITION

SIGHT TRIANGLE NOTE:
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.



Lat40°, Inc.
Professional Land Surveyors
6250 W. 10th Street, Unit 2
Greeley, CO 80634
O: 970-515-5294

DATE: 9/15/2021	FILE NAME: 2020523SUB	DRAWN BY: KCG	CHECKED BY: BTB	SCALE: AS NOTED	PROJECT #: 2020523.4
REVISIONS:		DATE:			
ADD PWSD EASEMENTS		BTB		10/04/2021	
ADDITIONAL PLAT COMMENTS		BTB		11/23/2021	
UPDATE PWSD EASEMENT		BTB		01/03/2022	
UPDATE PWSD EASEMENT		BTB		01/18/2022	
ADDITIONAL PLAT COMMENTS		BTB		02/22/2022	

SUBDIVISION PLAT
FOR
WDG Jordan LLC
4201 E YALE AVE #140
DENVER, CO 80222

2

SHEET 2 OF 2

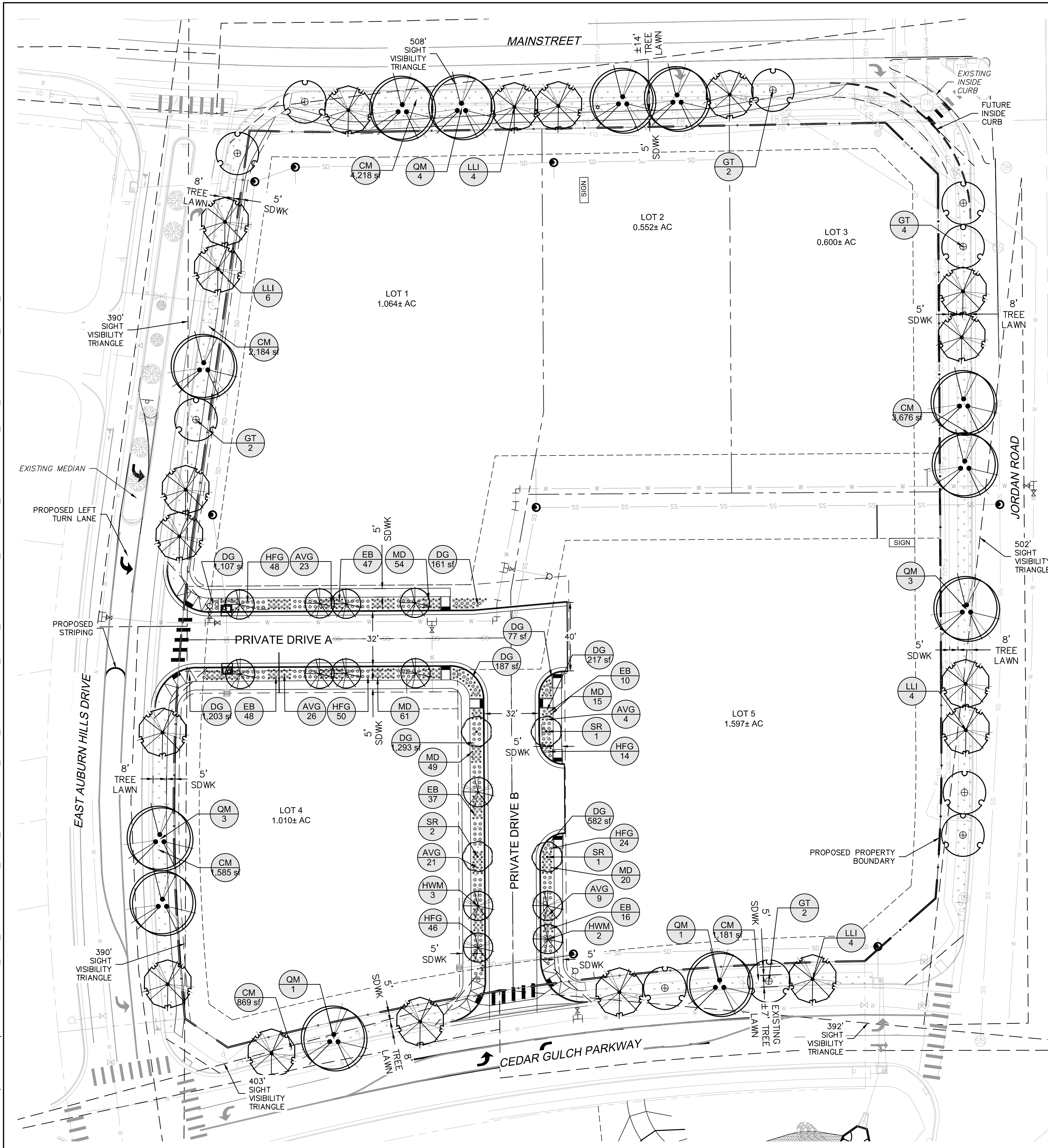


Diagram illustrating the specifications for a tree planting hole:

- USE 3 GUY ASSEMBLIES FOR EVERGREENS AND TREES OVER 3" CAL.
- ROOT COLLAR VISIBLE TOP MOST ROOTS WITHIN 1"-2" OF EXISTING/ FINAL GRADE
- 2"-4" OF ORGANIC MULCH APPLIED OVER PLANTING AREA AND AWAY FROM TRUNK
- EXISTING GRADE
- BACKFILL WITH UNAMENDED TOPSOIL FROM HOLE
- BURLAP, ROPE, AND WIRE REMOVED FROM TOP 2/3 OF ROOT BALL AT MINIMUM
- ROOTBALL SITTING DIRECTLY ON TOP OF UNDISTURBED SOIL
- NOTE: BROKEN OR CRUMBLING ROOTBALLS WILL BE REJECTED
- PRUNE ALL DEAD OR DAMAGED WOOD AFTER PLANTING
- USE GROMMETTED TREE STRAPS AT END OF WIRE
- 12 GAUGE GALVANIZED WIRE
- 24" x 3/4" P.V.C. MARKERS (TYPICAL) OVER WIRES.
- TREATED WOOD POST
- USE 2 GUY ASSEMBLIES FOR TREES UNDER 3".
- SLOPE SIDED HOLE IS 3 TIMES AS WIDE AS THE ROOT BALL DIA.

Diagram illustrating the correct planting technique for a shrub. The shrub is shown in a container, with its root ball and trunk. A layer of mulch is applied around the base. Lines point to various parts of the shrub and the planting area, corresponding to the instructions on the right.

- PRUNE DAMAGED OR DEAD WOOD PRIOR TO PLANTING.
- PLANT SHRUB 2" HIGHER THAN ORIGINAL GROWN GRADE
- DIG PIT TWICE AS WIDE AS THE CONTAINER
- APPLY 2"-4" SPECIFIED MULCH AS SHOWN
- LOOSEN OR SCORE SIDES OF ROOTBALL

NOTES:

- BACKFILL AND WATER-IN THOROUGHLY
- BROKEN ROOTBALLS WILL BE REJECTED

-
- The diagram illustrates a staggered grid of plants. Plants are represented by circles arranged in two horizontal rows. The horizontal distance between plants in the same row is labeled 'X'. The vertical distance between the two rows is labeled 'Y'. Dashed lines connect plants in a triangular pattern, showing the staggered arrangement. To the right of the diagram, the following definitions are provided:
- X = SPACING PER PLANT SCHEDULE
 - Y = 0.86X

Diagram illustrating the cross-section of a curb and gutter. The curb height is indicated as 2". The gutter depth is indicated as 6" MIN. The diagram shows the subgrade level prior to placement of mulch or turf, and the elevation to match adjacent point at right-of-way, sidewalk or curb as applicable.

Diagram illustrating the construction of a sidewalk curb or edging, showing the following layers and specifications:

- DEPTH OF MULCH PER PLAN. FINISH GRADE TO BE RAKED SMOOTH, WATERED AND SETTLED AS SPECIFIED**
- APPLY PRE-EMERGENT HERBICIDE (SURFLAN OR APPROVED EQUAL) PRIOR TO SPREADING AND UPON FINAL RAKING OF MULCH AS PER MANUFACTURER'S RECOMMENDATION**
- FINE GRADED SUBGRADE WITH ALL EXTRANEOUS MATERIAL LARGER THAN 1 IN REMOVED**
- DEPTH PER PLAN**
- 1/2" MAX**
- SIDEWALK, CURB OR EDGING AS APPLICABLE**

- 3 GROUND COVER SPACING

4 IRRIGATION SWALE

5 MULCH APPLICATION NTS CM-CO-2021-02103775-09

[illegible]

LANDSCAPE DETAILS	
AUBURN HILLS CENTRE MINOR DEVELOPMENT PLAT	
PARKER, CO	2021

SUBDIVISION AGREEMENT
Auburn Hills Centre Minor Development Plat

THIS AGREEMENT is made this _____ day of _____, 20____, by and between the Town of Parker, a Colorado home rule municipality (the “Town”), and WDG Jordan 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 Auburn Hills Centre Minor Development Plat, 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 June 25, 1987, which was recorded in Book 0781, Page 0617, 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. It shall be the responsibility of the Business Owners’ Association to maintain the treelawns.

d. No building permits for any structure shall be granted until Site Plan approval is obtained by the Developer for any proposed structure.

e. No construction shall commence on any water or sewer infrastructure prior to obtaining the approval of the Parker Water and Sanitation District.

f. Prior to the recordation of the final plat, the Developer shall pay to the Town Eighty-Seven Thousand and Five Hundred Dollars (\$87,500), which payment is the cost to design

and construct a traffic signal at the intersection of Jordan Road and Cedar Gulch Parkway. The Town shall use these funds only for the purpose of installing this traffic signal when warranted, as determined by the Town.

g. Prior to recordation of the plat, the Developer shall pay to the Town One Hundred Sixty-Five Thousand Dollars (\$165,000), which payment is for the Town's conveyance of excess right-of-way along Jordan Road to the Developer that is vacated by ordinance by the Town.

5. Title Commitment. A title commitment for the Property shall be provided to the Town. The title commitment shall show that all property to be dedicated to the Town is or shall be, 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 June 30, 2023, 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 an irrevocable letter of credit in which the Town is designated as beneficiary 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 an irrevocable letter of credit 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 an irrevocable letter of credit to the Town, in the manner provided herein, shall negate the Town's approval of the final plat. Letters of credit shall be substantially in the form and content set forth in **Exhibit D**, attached hereto and incorporated herein, and shall be subject to the review and approval of the Town Attorney. The 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 and approved the irrevocable letter of credit.

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 letter of credit in the amount of the adjusted cost estimates. If the Developer refuses or fails to so provide the Town with a new or amended letter of credit, the Town may exercise the remedies provided for in Paragraph 6 of this Agreement; provided, however, that prior to increasing the amount of additional security required, the Town shall give credit to the Developer for all required 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 letter of credit to complete the Public Improvements called for in this Agreement. In the event the letter of credit is to expire within fourteen (14) calendar days and the Developer has not yet provided a satisfactory replacement, the Town may draw on the letter of credit and either hold such funds as security for performance of this Agreement or spend such funds to finish the Public Improvements or correct problems with the Public Improvements, as the Town deems appropriate.

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 issue an irrevocable letter of credit to the Town 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: WDG Jordan LLC
 Attn: Corie Fraker
 4201 E. Yale Avenue, #140
 Denver, Colorado 80222

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: WDG JORDAN LLC, a
Colorado limited liability company**

By: _____
_____ [Name, title]

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____,
20__, by _____, as _____ of WDG Jordan 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 Letter of Credit
Exhibit E	Estimated Cost of Streetscape Improvements

EXHIBIT A

LEGAL DESCRIPTION

A PARCEL OF LAND KNOWN AS BRADBURY RANCH COMMERCIAL LOT 1 AND A PORTION OF THAT RIGHT-OF-WAY DESCRIBED AS PARCEL IV IN SPECIAL WARRANTY DEED RECORDED ON OCTOBER 14, 1987 IN BOOK 753, PAGE 617 OF THE RECORDS OF DOUGLAS COUNTY, BEING SITUATE IN THE SOUTHEAST QUARTER (SE1/4) OF SECTION TWENTY (20), TOWNSHIP SIX SOUTH (T.6S.), RANGE SIXTY-SIX WEST (R.66W.) OF THE SIXTH PRINCIPAL MERIDIAN (6TH P.M.), TOWN OF PARKER, SOUNTY OF DOUGLAS, STATE OF COLORADO, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER OF SAID SECTION 20 AND ASSUMING THE EAST LINE OF SAID SE1/4 AS BEARING SOUTH 00°21'15" EAST, BEING A GRID BEARING OF THE COLORADO STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM 1983, WITH ALL OTHER BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THE LINEAL DIMENSIONS AS CONTAINED HEREIN ARE BASED UPON THE "U.S. SURVEY FOOT."

THENCE SOUTH 00°21'15" EAST A DISTANCE OF 70.00 FEET TO THE SOUTH LINE OF BRADBURY RANCH SUBDIVISION FILING NO. 2K RECORDED OCTOBER 1, 1997 AT RECEPTION NO. 9754676 OF THE RECORDS OF DOUGLAS COUNTY; THENCE SOUTH 88°58'38" WEST ALONG SAID SOUTH LINE A DISTANCE OF 94.78 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 45°37'01" EAST A DISTANCE OF 43.32 FEET;

THENCE SOUTH 00°21'15" EAST A DISTANCE OF 295.63 FEET;

THENCE SOUTH 00°05'09" EAST A DISTANCE OF 34.05 FEET TO A POINT ON A CURVE (POC);

THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE WEST AND BEING NON-TANGENT TO THE AFORESAID LINE A DISTANCE 96.74 FEET, SAID CURVE HAS A RADIUS OF 898.98 FEET, A DELTA OF 6°09'57", AND IS SUBTENDE BY A CHORD BEARING SOUTH 01°58'23" WEST A DISTANCE OF 96.70 FEET;

THENCE SOUTH 48°27'30" WEST NON-TANGENT FROM THE AFORESAID CURVE A DISTANCE OF 55.70 FEET TO THE NORTH RIGHT-OF-WAY LINE OF EAST AUBURN HILLS PLACE PER BRADBURY RANCH SUBDIVISION FILING NO. 3B RECORDED JULY 5, 2000 AT RECEPTION NO. 00046266 OF THE RECORDS DOUGLAS COUNTY AND TO A POC;

THENCE ALONG SAID NORTH RIGHT-OF WAY LINE BY THE FOLLOWING TWO (2) COURSES AND DISTANCES: THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTH AND BEING NON-TANGENT TO THE AFORESAID LINE A DISTANCE OF 379.28 FEET, SAID CURVE HAS A RADIUS OF 1537.50 FEET, A DELTA OF 14°08'03", AND IS SUBTENDE BY A CHORD CHORD BEARING SOUTH 82°16'27" WEST A DISTANCE OF 378.32 FEET;

THENCE NORTH 55°53'34" WEST NON-TANGENT FROM THE AFORESAID CURVE A DISTANCE OF 30.40 FEET TO THE EAST RIGHT-OF-WAY LINE OF EAST AUBURN HILLS DRIVE PER BRADBURY RANCH SUBDIVISION FILING NO.5 RECORDED MAY 24, 2001 AT RECEPTION NO. 01046403 OF THE RECORDS OF DOUGLAS COUNTY AND TO A POC;

THENCE ALONG SAID EAST RIGHT-OF-WAY LINE BY THE FOLLOWING TWO (2) COURSES AND DISTANCES: THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE EAST AND BEING NON-TANGENT TO THE AFORESAID LINE A DISTANCE OF 287.15 FEET, SAID CURVE HAS A RADIUS OF 1162.50 FEET, A DELTA OF 14°09'09", AND IS SUBTENDED BY A CHORD BEARING NORTH 00°56'55" EAST A DISTANCE OF 286.42 FEET TO A POINT OF TANGENCY (PT); THENCE NORTH 08°01'29" EAST A DISTANCE OF 238.67 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF EAST MAIN STREET PER BRADBURY RANCH SUBDIVISION FILING NO.2K RECORDED OCTOBER 1, 1997 AT RECEPTION NO. 9754676 OF THE RECORDS OF DOUGLAS COUNTY AND TO A POC;

THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE BY THE FOLLOWING TWO (2) COURSES AND DISTANCES:

THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE NORTH AND BEING NON-TANGENT TO THE AFORESAID LINE A DISTANCE OF 79.82 FEET, SAID CURVE HAS A RADIUS OF 1570.00 FEET, A DELTA OF 2°54'47", AND IS SUBTENDED BY A CHORD BEARING SOUTH 89°33'58" EAST A DISTANCE OF 79.81 FEET TO A PT;

THENCE NORTH 88°58'38" EAST A DISTANCE OF 294.41 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 5.053 ACRES OR 220,118 SQ. FT MORE OR LESS (+/-), AND IS SUBJECT TO ANY RIGHTS-OF-WAY OR OTHER EASEMENTS OF RECORD AS NOW EXISTING ON SAID DESCRIBED PARCEL OF LAND.

AUBURN HILLS CENTRE FILING 1

MINOR DEVELOPMENT PLAT

Part of the Southeast Quarter of Section 20, Township 6 South, Range 66 West of the 6th P.M.,
Town of Parker, County of Douglas, State of Colorado

(TOTAL AREA= 5.053 ACRES; TOTAL NUMBER OF LOTS= 5)

PROPERTY DESCRIPTION:

A parcel of land known as Bradbury Ranch Commercial Lot 1 and a portion of that right-of-way described as Parcel IV in Special Warranty Deed recorded on October 14, 1987 in Book 753, Page 617 of the records of Douglas County, being situate in the Southeast Quarter (SE1/4) of Section Twenty (20), Township Six South (T.6S.), Range Sixty-Six West (R.66W.) of the Sixth Principal Meridian (6th P.M.), Town of Parker, County of Douglas, State of Colorado, and more particularly described as follows:

COMMENCING at the East Quarter Corner of said Section 20 and assuming the East line of said SE1/4 as bearing South 00°21'15" East, being a grid bearing of the Colorado State Plane Coordinate System, Central Zone, North American Datum 1983, with all other bearings contained herein being relative thereto;

The lineal dimensions as contained herein are based upon the "U.S. Survey Foot."

THENCE South 00°21'15" East a distance of 70.00 feet to the South line of Bradbury Ranch Subdivision Filing No. 2K recorded October 1, 1997 at Reception No. 9754676 of the records of Douglas County;

THENCE South 88°58'38" West along said South line a distance of 94.78 feet to the POINT OF BEGINNING;

THENCE South 45°37'01" East a distance of 43.32 feet;
THENCE South 00°21'15" East a distance of 295.63 feet;
THENCE South 00°05'09" East a distance of 34.05 feet to a Point on a Curve (POC);
THENCE along the arc of a curve concave to the West and being non-tangent to the aforesaid line a distance of 96.74 feet, said curve has a Radius of 898.98 feet, a Delta of 6°09'57", and is subtended by a Chord bearing South 01°58'23" West a distance of 96.70 feet;
THENCE South 48°27'30" West non-tangent from the aforesaid curve a distance of 55.70 feet to the North right-of-way line of East Auburn Hills Place per Bradbury Ranch Subdivision Filing No. 3B recorded July 5, 2000 at Reception No. 00046266 of the records of Douglas County and to a POC;

Thence along said North right-of-way line by the following Two (2) courses and distances:
THENCE along the arc of a curve concave to the South and being non-tangent to the aforesaid line a distance of 379.28 feet, said curve has a Radius of 1537.50 feet, a Delta of 14°08'03", and is subtended by a Chord bearing South 82°16'27" West a distance of 378.32 feet;

THENCE South 55°53'34" West non-tangent from the aforesaid curve a distance of 30.40 feet to the East right-of-way line of East Auburn Hills Drive per Bradbury Ranch Subdivision Filing No. 5 recorded May 24, 2001 at Reception No. 01046403 of the records of Douglas County and to a POC;

Thence along said East right-of-way line by the following Two (2) courses and distances:

THENCE along the arc of a curve concave to the East and being non-tangent to the aforesaid line a distance of 287.15 feet, said curve has a Radius of 1162.50 feet, a Delta of 14°09'09", and is subtended by a Chord bearing North 00°56'55" East a distance of 286.42 feet to a Point of Tangency (PT);

THENCE North 08°01'29" East a distance of 238.67 feet to the South right-of-way line of East Main Street per Bradbury Ranch Subdivision Filing No. 2K recorded October 1, 1997 at Reception No. 9754676 of the records of Douglas County and to a POC;

Thence along said South right-of-way line by the following Two (2) courses and distances:

THENCE along the arc of a curve concave to the North and being non-tangent to the aforesaid line a distance of 79.82 feet, said curve has a Radius of 1570.00 feet, a Delta of 2°54'47", and is subtended by a Chord bearing South 89°33'58" East a distance of 79.81 feet to a PT;

THENCE North 88°58'38" East a distance of 294.41 feet to the POINT OF BEGINNING.

Said parcel contains 5.053 Acres or 220,118 sq. ft. more or less (+/-), and is subject to any rights-of-way or other easements of record as now existing on said described parcel of land.

BASIS OF BEARINGS AND LINEAL UNIT DEFINITION

Assuming the East line of the Southeast Quarter of Section 20, T.6S., R.66W., as monumented by a #6 rebar with an illegible 2.0" aluminum cap at the North end and by a #6 rebar with a 3.25" aluminum cap stamped L.S. 25645 at the South end, as bearing South 00°21'15" East being a Grid Bearing of the Colorado State Plane Coordinate System, Central Zone, North American Datum 1983, a distance of 2662.87 feet with all other bearings contained herein relative thereto.

The lineal dimensions as contained herein are based upon the "U.S. Survey Foot."

NOTE: The angular difference from the record platted bearings for Bradbury Ranch Filing No. 2K, 3B and 5 and the grid bearings used for this survey is -0°27'54".

LAND USE SUMMARY TABLE

TRACT	LAND USAGE	OWNERSHIP/MAINTENANCE	SQ. FT.	ACERAGE
LOT 1	COMMERCIAL	PRIVATE	56,371.3	1.294
LOT 2	COMMERCIAL	PRIVATE	24,029.2	0.552
LOT 3	COMMERCIAL	PRIVATE	26,154.7	0.600
LOT 4	COMMERCIAL	PRIVATE	69,547.2	1.597
LOT 5	COMMERCIAL	PRIVATE	44,015.4	1.010
TOTAL			220,117.8	5.053

PLANNING COMMISSION:

The Minor Development Plat was reviewed by the Planning Commission on the _____ day of _____, 20____.

Planning Director,
on behalf of the Planning Commission

TOWN COUNCIL AND/OR, WHERE APPLICABLE, THE PLANNING DIRECTOR AND DIRECTOR OF ENGINEERING:

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

TITLE VERIFICATION:

I/We _____, a _____, do hereby certify that I/we have examined the title of all land platted hereon and that title to such land is in the dedicatior(s) free and clear of all liens, taxes and encumbrances, except as follows:

By: _____

Title: _____

Date: _____

DEVELOPER

WDG Jordan LLC
O: 720.907.9010
Attn: Jason James

ENGINEER

Olsson
1525 Raleigh Street, Suite 400
Denver, CO 80204
O: 303.237.2072
Attn: Debbie Kilsis, PE

LAND SURVEYOR

Lat40°, Inc.
Professional Land Surveyors
6250 W. 10th Street, Unit 2
Greeley, CO 80634
O: 970.515.5294
Attn: Brian T. Brinkman, PLS

NOTES:

- ACCESS EASEMENT 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.
- 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.
- 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.
- 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.
- THIS PLAT IS SUBJECT TO A PERPETUAL, NON-EXCLUSIVE CROSS PARKING EASEMENT FOR THE SHARED USE OF ALL PARKING SPACES SITUATED WITHIN THE PROPERTY SHOWN HEREIN. THE OWNERS OF EACH LOT SHALL KEEP AND MAINTAIN THE PARKING SPACES CONTAINED WITHIN THEIR RESPECTIVE LOT IN A COMMERCIALLY REASONABLE CONDITION AND STATE OF REPAIR.
- UTILITY EASEMENTS ARE DEDICATED TO THE UTILITY PROVIDERS FOR THE INSTALLATION, MAINTENANCE, AND REPLACEMENT OF ELECTRIC, GAS, TELEVISION, CABLE, AND TELECOMMUNICATIONS FACILITIES (DRY UTILITIES). UTILITY EASEMENTS SHALL ALSO BE GRANTED WITHIN ANY ACCESS EASEMENTS AND PRIVATE STREETS IN THE SUBDIVISION. PERMANENT STRUCTURES, IMPROVEMENTS, OBJECTS, BUILDINGS, WELLS, WATER METERS AND OTHER OBJECTS THAT MAY INTERFERE WITH THE UTILITY FACILITIES OR USE THEREOF (INTERFERING OBJECTS) SHALL NOT BE PERMITTED WITHIN SAID UTILITY EASEMENTS AND THE UTILITY PROVIDERS, AS GRANTEEES, MAY REMOVE ANY INTERFERING OBJECTS AT NO COST TO SUCH GRANTEEES, INCLUDING, WITHOUT LIMITATION, VEGETATION.

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 AUBURN HILLS CENTRE FILING 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 that 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 of Parker the perpetual rights of ingress and egress upon the property for the operation, maintenance, and reconstruction of the public sidewalk when the owner(s) fail to maintain such public sidewalk, which maintenance, operation, and reconstruction shall be at the cost of the Owner(s). The Town of Parker shall also have the right to remove any obstructions that would adversely affect the operation and maintenance of the sidewalk, as determined by the Town of Parker.

A Multi-Use Utility Easement is hereby dedicated as shown for the use of all utilities. The Town of Parker is granted access over and across the easement for the purpose of accessing, maintaining, and repairing stormwater management improvements in the event that the property owner fails to satisfactorily maintain or repair said facilities.

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 obviate 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: WDG Jordan LLC)

By: _____

Title: _____

(Mortgagee: _____)

By: _____

Title: _____

ATTEST:

Secretary

Subscribed and sworn to before me this _____ day of _____, 20____. By: _____

WITNESS my hand and official seal.

Notary Public

My commission expires: _____

SURVEYOR:

I, Brian T. Brinkman, a professional land surveyor licensed to practice land surveying in the State of Colorado, do hereby certify that the survey of AUBURN HILLS CENTRE FILING 1 was made by me or directly under my supervision on or about the 15th day of JULY, 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____.

Brian T. Brinkman - On Behalf Of Lat40, Inc.
Colorado Licensed Professional
Land Surveyor #38175

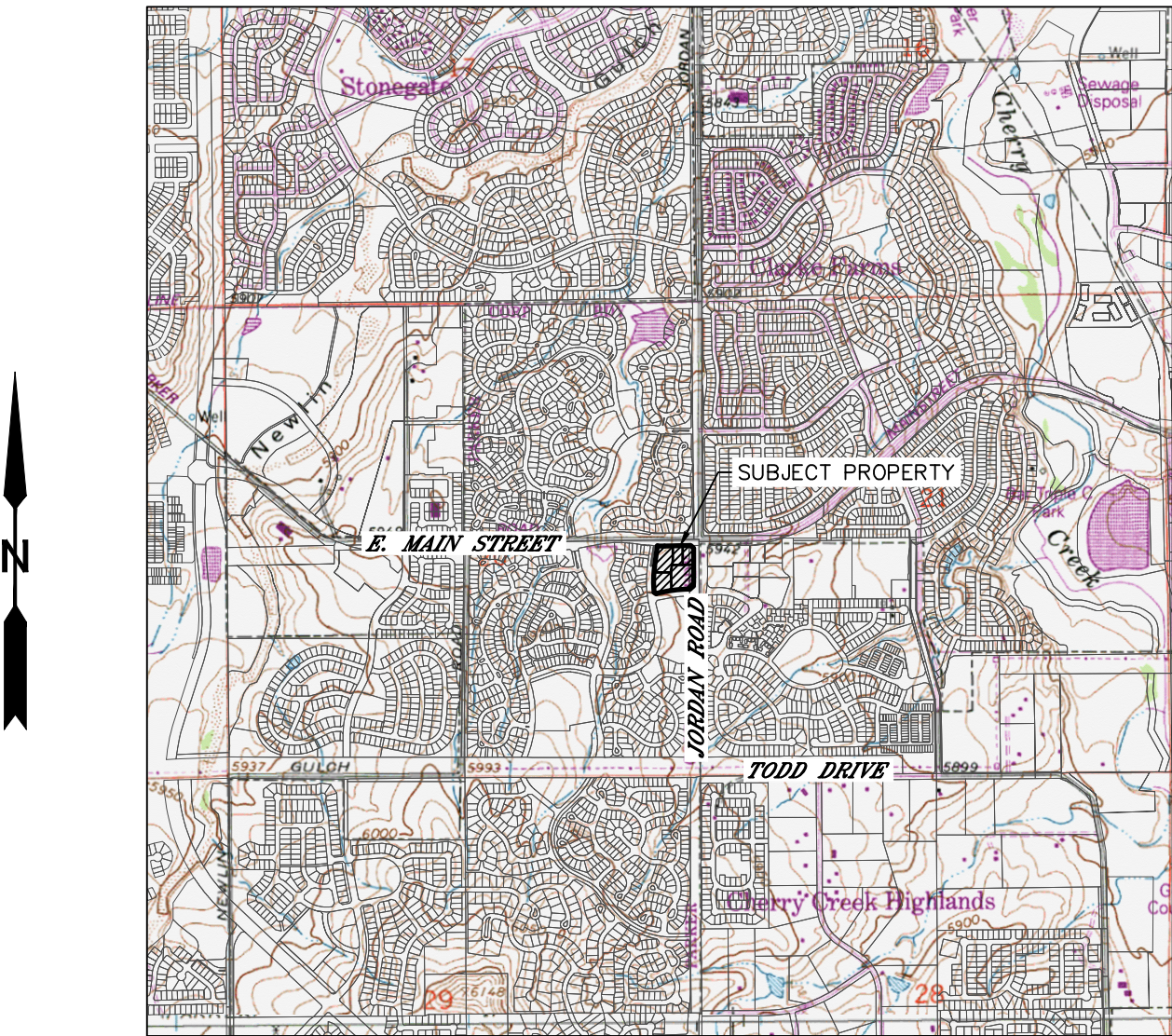
CLERK & RECORDER:

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

I hereby certify that this plat was filed in my office on this _____ day of _____,

20____ A.D., at _____ a.m./p.m., and was recorded at Reception Number _____.

County Clerk and Recorder



VICINITY MAP
SCALE=1"=2000'



Lat40°, Inc.
Professional Land Surveyors
6250 W. 10th Street, Unit 2
Greeley, CO 80634
O: 970-515-5294

DATE: 9/15/2021	FILE NAME: 2020523SUB	DRAWN BY: KCG	CHECKED BY: BTB	SCALE: AS NOTED	PROJECT #: 2020523.4
REVISIONS:		DATE:		SUBDIVISION PLAT FOR WDG Jordan LLC 4201 E YALE AVE #140 DENVER, CO 80222 1 SHEET 1 OF 2	
ADD PWSO EASEMENTS		BTB 10/04/2021			
ADDITIONAL PLAT COMMENTS		BTB 11/23/2021			
UPDATE PWSO EASEMENT		BTB 01/03/2022			
UPDATE PWSO EASEMENT		BTB 01/18/2022			
ADDITIONAL PLAT COMMENTS		BTB 02/22/2022			

AUBURN HILLS CENTRE FILING 1

MINOR DEVELOPMENT PLAT

Part of the Southeast Quarter of Section 20, Township 6 South, Range 66 West of the 6th P.M.,
Town of Parker, County of Douglas, State of Colorado

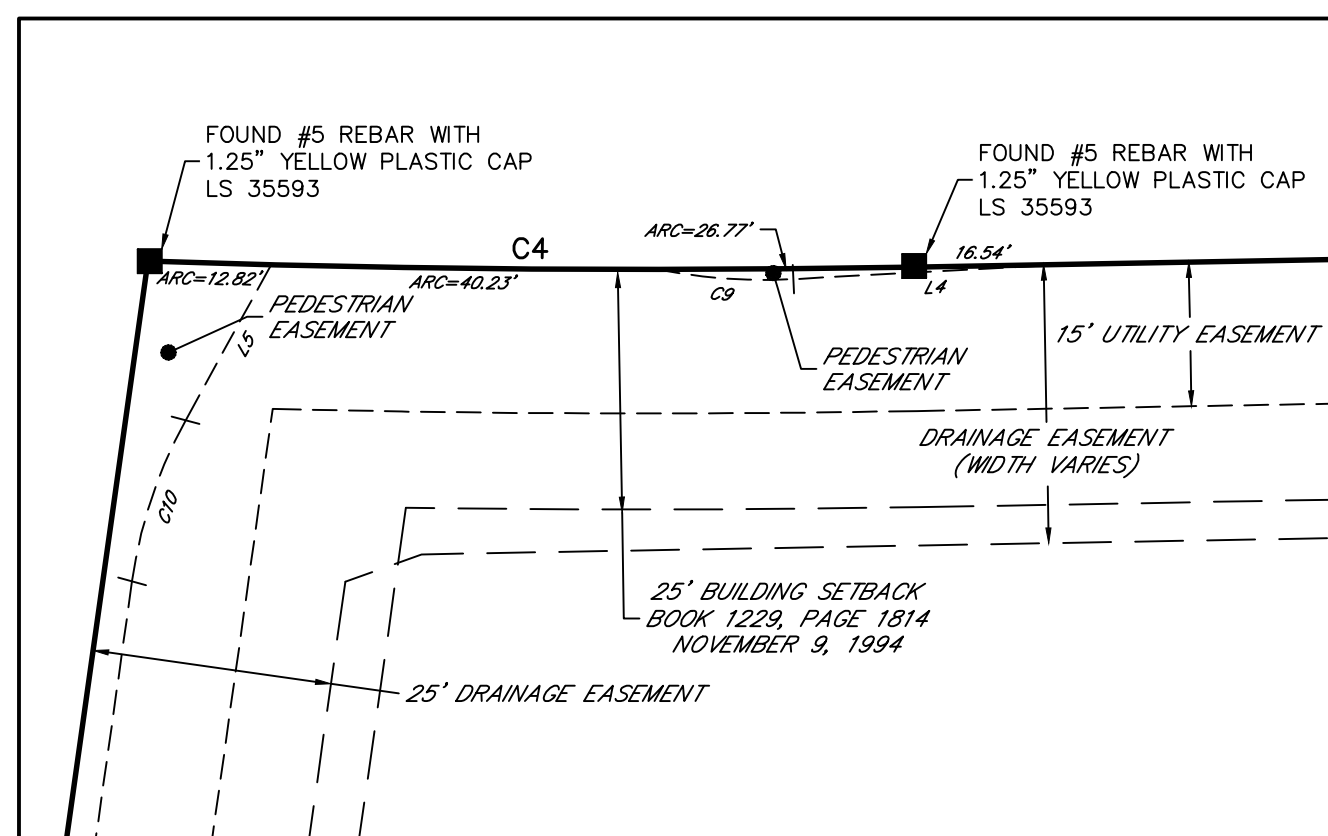
(TOTAL AREA= 5.053 ACRES; TOTAL NUMBER OF LOTS= 5)

LINE AND CURVE TABLES

LINE	BEARING	DISTANCE
L1	S 45°39'01" E	43.37
L2	S 00°05'09" E	34.05
L3	N 55°53'34" W	30.40
L4	S 86°56'28" W	23.19
L5	S 28°47'58" W	18.48
L6	S 89°38'00" W	2.65
L7	N 06°36'15" W	15.00
L8	S 06°36'15" E	15.00

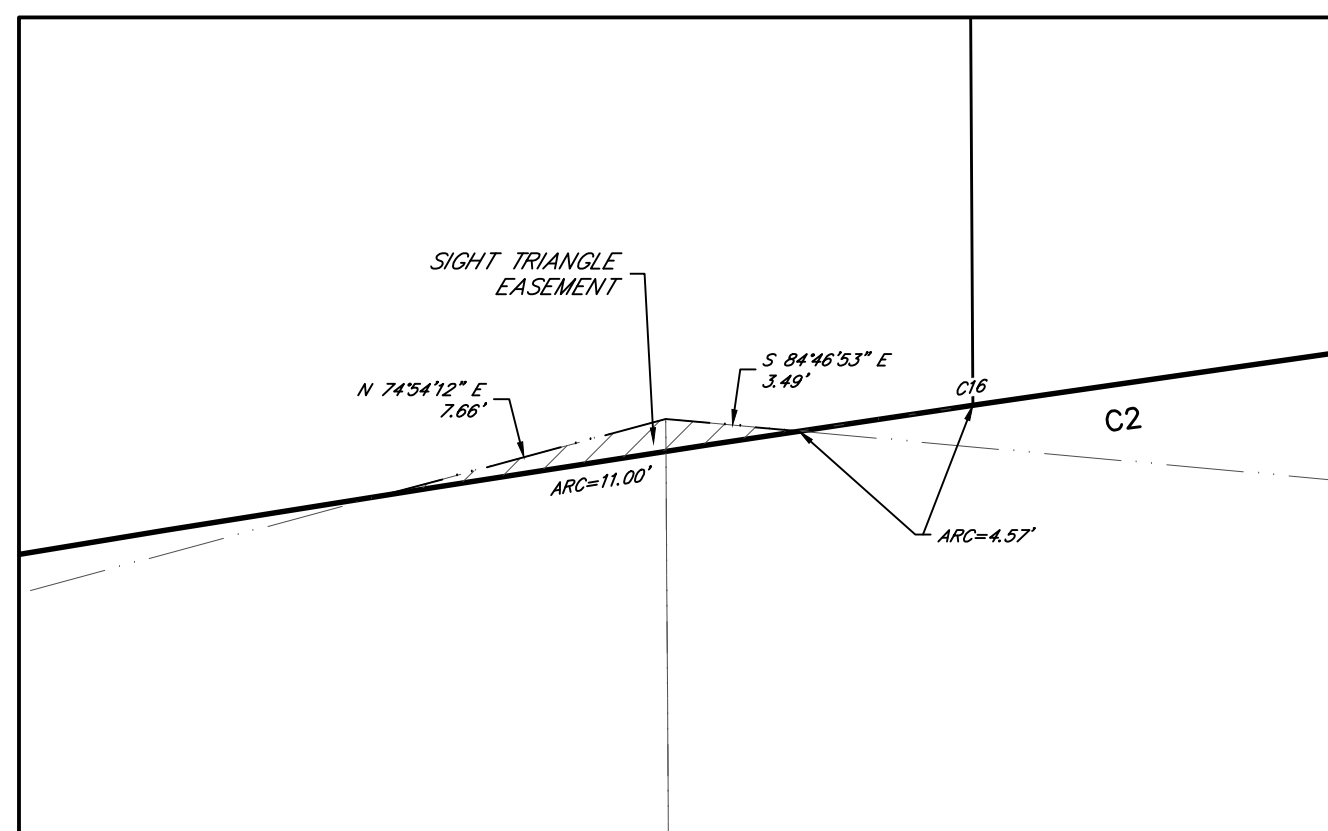
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	898.98	96.74	96.70	S 01°58'23" W	6°09'57"
C2	1537.50	379.28	378.32	S 82°16'27" W	14°08'03"
C3	1162.50	287.15	286.42	N 00°56'55" E	14°09'09"
C4	1570.00	79.82	79.81	S 89°33'58" E	2°54'47"
C5	1537.50	207.70	207.54	S 85°28'16" W	7°44'25"
C6	1537.50	171.58	171.49	S 78°24'15" W	6°23'38"
C7	1162.50	223.24	222.90	N 00°37'35" W	11°00'10"
C8	1162.50	63.91	63.90	N 06°27'00" E	3°08'59"
C9	57.00	14.23	14.19	N 85°54'27" W	14°18'13"
C10	49.00	17.77	17.67	S 18°24'43" W	20°46'28"
C11	9.50	14.39	13.05	S 46°15'53" W	86°45'44"
C12	1162.50	83.26	83.25	N 04°56'08" E	4°06'14"
C13	9.50	16.14	14.27	S 41°41'00" E	97°20'29"
C14	9.50	12.81	11.86	S 38°59'46" E	77°17'04"
C15	9.50	10.21	9.72	N 30°25'26" E	61°33'22"
C16	1537.50	76.13	76.13	S 81°38'40" W	2°50'14"
C17	1556.46	268.98	268.64	S 85°10'09" W	9°54'05"
C18	1162.50	50.24	50.24	N 05°11'54" E	2°28'34"
C19	1537.50	159.54	159.47	S 86°22'07" W	5°56'44"
C20	1537.50	20.00	20.00	S 83°01'23" W	0°44'43"
C21	1552.50	20.00	20.00	N 83°01'36" E	0°44'17"

DETAIL A



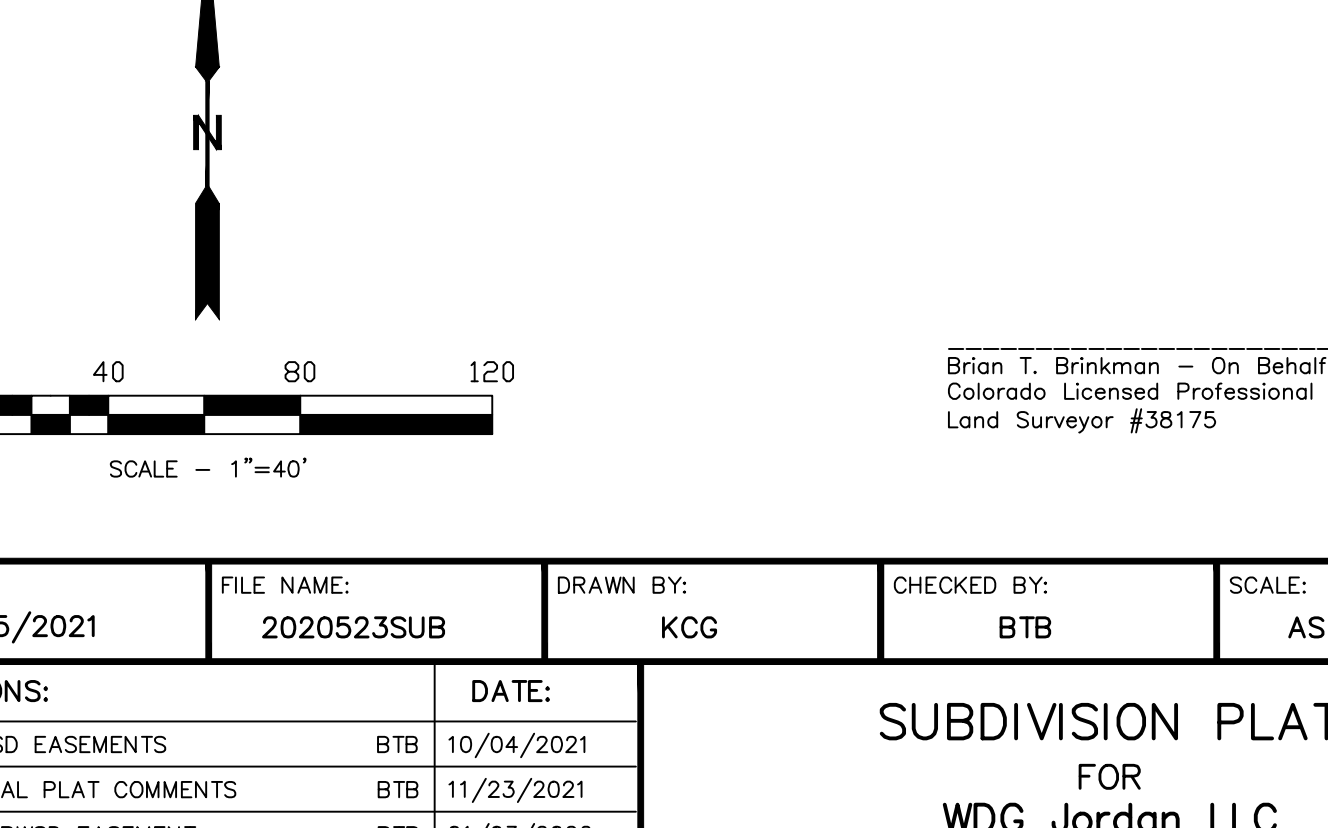
SCALE - 1"=20'

DETAIL B



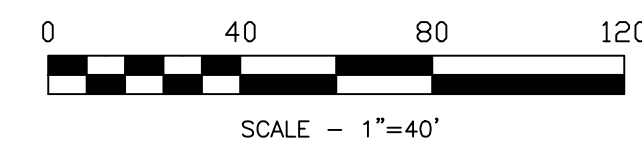
SCALE - 1"=5'

DETAIL C



SCALE - 1"=40'

Brian T. Brinkman - On Behalf Of Lat40, Inc.
Colorado Licensed Professional
Land Surveyor #38175



LEGEND
SECTION LINE
BOUNDARY LINE
LOT LINE
EASEMENT LINE
BUILDING SETBACK LINE
RIGHT-OF-WAY
SIGHT TRIANGLE
BOUNDARY DIMENSION
LOT DIMENSION
EASEMENT DIMENSION
PWSD
FOUND ALIQUOT CORNER AS DESCRIBED
SET ALIQUOT CORNER AS DESCRIBED
FOUND MONUMENT AS DESCRIBED
SET 24" OF #4 REBAR WITH A BLUE PLASTIC CAP STAMPED LAT40, LS 38175
CALCULATED POSITION

SIGHT TRIANGLE NOTE:
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.



Lat40°, Inc.
Professional Land Surveyors
6250 W. 10th Street, Unit 2
Greeley, CO 80634
O: 970-515-5294

DATE: 9/15/2021	FILE NAME: 2020523SUB	DRAWN BY: KCG	CHECKED BY: BTB	SCALE: AS NOTED	PROJECT #: 2020523.4
REVISIONS:	DATE:	SUBDIVISION PLAT FOR WDG Jordan LLC 4201 E YALE AVE #140 DENVER, CO 80222			
ADD PWSD EASEMENTS	BTB 10/04/2021	2			
ADDITIONAL PLAT COMMENTS	BTB 11/23/2021				
UPDATE PWSD EASEMENT	BTB 01/03/2022				
UPDATE PWSD EASEMENT	BTB 01/18/2022				
ADDITIONAL PLAT COMMENTS	BTB 02/22/2022	SHEET 2 OF 2			

EXHIBIT C



Auburn Hills Centre Parker, CO Public Infrastructure Opinion of Probable Cost

DATE: January 03, 2022

Roadway Description	Quantity		Unit Cost		Total Cost
Demolition	1	LS	\$ 5,000.00	\$/LS	\$ 5,000.00
Demo Raised Median	110	SY	\$ 10.00	\$/SY	\$ 1,100.00
Demo Curb & Gutter	87	SY	\$ 10.00	\$/SY	\$ 870.00
Demo Sidewalk	306	SY	\$ 10.00	\$/SY	\$ 3,060.00
6" Vertical Curb & Gutter (2' Pan)	161	LF	\$ 28.00	\$/LF	\$ 4,508.00
Asphalt Paving (6" Depth)	153	SY	\$ 55.00	\$/SY	\$ 8,415.00
Aggregate Base Course (12" Depth)	61	SY	\$ 15.00	\$/SY	\$ 915.00
5' Wide Sidewalk	845	LF	\$ 7.00	\$/LF	\$ 5,915.00
8" Thick Concrete Cross Pan	61	SY	\$ 8.00	\$/SY	\$ 488.00
Corner Curb Ramp	4	EA	\$ 1,100.00	\$/EA	\$ 4,400.00
Striping	995.5	LF	\$ 3.00	\$/LF	\$ 2,986.50
Crosswalk Bar (2'x10')	200	SF	\$ 5.00	\$/SF	\$ 1,000.00
Stop Sign	2	EA	\$ 200.00	\$/EA	\$ 400.00
Left Turn Arrow	4	EA	\$ 350.00	\$/EA	\$ 1,400.00
Roadway Subtotal					\$ 40,457.50
Drainage and Stormwater Improvements Description	Quantity		Unit Cost		Total Cost
18" RCP	72	LF	\$ 30.00	\$/LF	\$ 2,160.00
Concrete Forebay	1	EA	\$ 1,500.00	\$/EA	\$ 1,500.00
5' Type R Inlet	1	EA	\$ 4,000.00	\$/EA	\$ 4,000.00
Drainage and Stormwater Improvements					\$ 7,660.00
Earthwork Description	Quantity		Unit Cost		Total Cost
Cut/Fill for Maintenance Rd	27	CY	\$ 6.00	\$/CY	\$ 162.00
Gravel-Maintenance Rd	42	CY	\$ 55.00	\$/CY	\$ 2,310.00
Earthwork Subtotal					\$ 2,472.00
Public Improvements Subtotal					\$ 50,589.50
Construction Contingency		10%			\$ 5,058.95
Mobilization		5%			\$ 2,529.48
Surveying		3%			\$ 1,517.69
Construction Management & Testing		12%			\$ 6,070.74
Public Improvements Total					\$ 65,766.35
Security at 110%					\$ 72,342.99

This document constitutes an opinion of probable cost based upon historical project data.
Olsson is not responsible for fluctuations in costs of materials or labor.

By my attached P.E. seal, I certify that this estimate is complete based on best available information.

Debbie A Klisis, P.E.
CO PE 32969

Date

EXHIBIT D

FORM – IRREVOCABLE LETTER OF CREDIT

Issuing Bank's Letterhead

Irrevocable Letter of Credit

Issuing Bank: [Type in bank name.]

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

Amount: [Type in aggregate amount.]

Issuance Date: [Type LOC issuance date.]

Expiry Date: [Type LOC expiration date.]

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

Town of Parker

20120 East Mainstreet

Parker, Colorado 80138

Attention: Mayor and Town Attorney

Ladies and Gentlemen:

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

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

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

or

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

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

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

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

Very truly yours,
[Name of Bank]

By: _____
Signature of Authorized Signing Officer

Print Name
[Signature **Must** Be Notarized]

STATE OF COLORADO)
)ss.
COUNTY OF _____)

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

My commission expires: _____.

SEAL

Notary Public

EXHIBIT 1

FORM OF SIGHT DRAFT

[*Name of Issuing Bank*]
[*Address of Issuing Bank*]

Date: _____

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

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

By: _____
_____, Mayor
Town of Parker

EXHIBIT E



**Auburn Hills Centre
Parker, CO
Landscaping Opinion of Probable Cost**

LANDSCAPE ITEMS**Trees**

Botanical Name	Common Name	Size	Qty / Hrs	Units	Cost	Extended Price
Acer tataricum 'Garann'	Hot Wings Maple	2" caliper	13.00	ea	\$ 500.00	\$ 6,500.00
Gleditsia triacanthos var. inermis 'Impcole'	Thornless Imperial Honeylocust	2.5" caliper	10.00	ea	\$ 660.00	\$ 6,600.00
Quercus x macdanieli 'Clemons'	Heritage Oak	2.5" caliper	12.00	ea	\$ 660.00	\$ 7,920.00
Syringa reticulata 'Ivory Silk'	Ivory Silk Lilac Tree	2" caliper	4.00	ea	\$ 500.00	\$ 2,000.00
Tilia cordata 'Greenspire'	Greenspire Littleleaf Linden	2.5" caliper	18.00	ea	\$ 660.00	\$ 11,880.00
Ornamental Grass						
Helicotrichon sempervirens	Blue Avena Grass	#5	83.00	ea	\$ 30.00	\$ 2,490.00
Pennisetum alopecuroides 'Hameln'	Dwarf Fountain Grass	#5	185.00	ea	\$ 30.00	\$ 5,550.00
Perennials						
Echinacea purpurea 'Bright Star'	Purple Coneflower	#1	156.00	ea	\$ 15.00	\$ 2,340.00
Monarda didyma 'Balbalmink'	Balmy Pink Bee Balm	#1	199.00	ea	\$ 15.00	\$ 2,985.00
Misc	Includes tree stakes, planting tablets and planting pit material		1.00	ea	\$ 2,000.00	\$ 2,000.00

SUBTOTAL Plants **\$ 50,265.00**

Ground Covers

Item			Qty / Hrs	Units	Cost	Extended Price
Granite Mulch	2-6" River Rock		45.00	cy	\$ 75.00	\$ 3,375.00
Turf, sod			13713.00	sf	\$ 0.40	\$ 5,485.20

SUBTOTAL Ground Covers **\$ 8,860.20**

SUBTOTAL LANDSCAPE	\$ 59,125.20
LABOR UPCHARGE	x .30 \$ 17,737.56
TOTAL LANDSCAPE	\$ 76,862.76

Materials

[illegible]



Planning Commission Staff Report

Planning Commission Date: 4/28/2022

Town Council Date: 5/16/2022

Hearing Type: Public Hearing
Auburn Hills Centre Filing No. 1 – Minor Development Plat

TRAKiT No(s): SUB21-049

Location: The site is located at the southwest corner of Mainstreet and Jordan Road.

Project Planner: Julia Duncan, Associate Planner

Applicant: Debbie Klisis, Applicant

Executive Summary: The applicant, Debbie Klisis, is proposing to subdivide an existing metes and bounds property into 5 commercial lots. The site is located at the southwest corner of Mainstreet and Jordan Road.

Staff Recommendation: Approval

RECOMMENDED MOTION

“I move the Planning Commission recommend Town Council approve the Auburn Hills Centre Filing No. 1 Minor Development Plat.”

ALTERNATIVE MOTIONS

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

-List Conditions

“I move the Planning Commission recommend Town Council deny the Auburn Hills Centre 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 Auburn Hills Centre Filing No. 1 Minor Development Plat to a future date.”

I. BACKGROUND/DISCUSSION

The subject property was annexed into the Town in June 1987, with a Planned Development zoning. The property is on the southwest corner of Mainstreet and Jordan Road and is bounded on the north by Mainstreet, to the east by Jordan Road, to the west by E. Auburn Hills Drive, and to the south by Cedar Gulch Parkway. The site area is approximately 5.053 acres. The project will include a vacation of a portion of the excess right-of-way along Jordan Road.

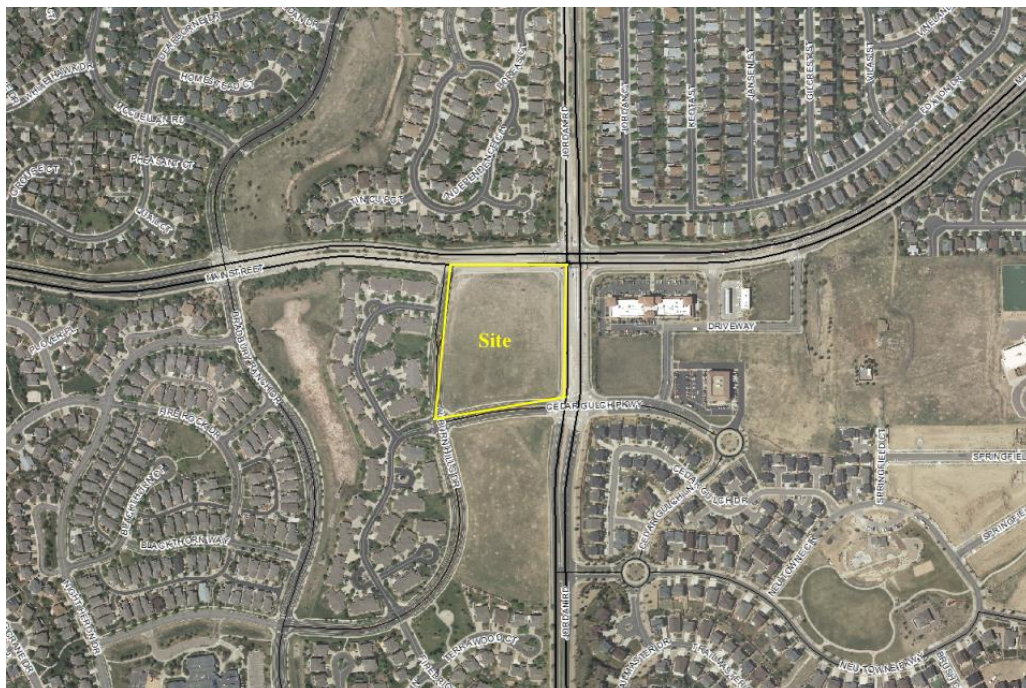
The proposed subdivision will create five (5) commercial lots and internal private roadways and utilities to serve each of the lots. Lot 1 is 1.294 acres in size. Lot 2 is 0.552 acres in size. Lot 3 is 0.600 acres in size. Lot 4 is 1.597 acres in size. Lot 5 is 1.010 acres in size.

Access will be on the west side of the property on Auburn Hills Drive. A second access will be on the south side of the property with a full movement access. All future development will require Site Plan approval. The project also proposes a vacation of a portion of the excess right-of-way along Jordan Road.

The zoning for the property, the Bradbury Ranch PD, designates the property as Neighborhood Commercial and intends to provide a broad range of retail goods and services, business, and professional services which support residential uses, and complementary public community services and facilities. The Parker 2035 Master Plan designates the property as Neighborhood Commercial.

All future development will require Site Plan approval.

VICINITY MAP



II. PRIOR ACTIONS

Date	Action
June 15, 1987	Town Council approved the Bradbury Ranch Annexation and zoned the property Bradbury Ranch Planned Development.

III. CURRENT SITE DATA

Existing Zoning		PD - Planned Development	
Overlay District		N/A	
PD & Plan Area		Bradbury Ranch Planned Development	
Master Plan Area		Neighborhood Centre	
Site Acreage		5.053 acres	
Subdivision		Not currently subdivided	
Existing Use		Vacant/Undeveloped	
Surrounding Uses			
	Master Plan Land Use	Zoning	Existing Use
North	Neighborhood Centre	PD - Planned Development	Bradbury Ranch Subdivision-Single Family Detached
South	Medium Density Residential	PD - Planned Development	Vacant/Undeveloped commercial property
East	Neighborhood Centre	PD - Planned Development	Multi-tenant commercial retail and vacant/undeveloped property.
West	Medium Density Residential	PD - Planned Development	Bradbury Ranch townhomes

IV. PARKER 2035 MASTER PLAN

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

MASTER PLAN CONSISTENCY	
Master Plan Designation	Neighborhood Centre ☒ Consistent ☐ Inconsistent
Master Plan Character Discussion	Neighborhood Centres should be planned to serve the basic needs of the surrounding residents. Typical uses within Neighborhood Centres include convenient retail and personal/business services, generally anchored by a grocery store. Other compatible uses such as small offices, recreational uses and restaurants are also permitted. Generally, the total Gross Leasable Area (GLA) for the commercial/office components within an entire Neighborhood Centre should range from 50,000 to 250,000 square feet combined.

	In general, a Neighborhood Centre shall have no less than 33 percent or eight (8) acres, whichever is greater of its total land area zoned and developed for commercial use with corner located parcels zoned and developed principally for commercial, retail, service and restaurant use. Residential use shall be a secondary element unless part of a vertical mixed-use. Higher density residential is appropriate in these Centres as a transition between less intense residential areas and nonresidential areas when developed as part of a mixed-use development and when the design encourages residents to walk or bicycle to obtain goods and services. Massing and scale of higher density residential development shall respect the scale and massing of adjoining land uses and shall reflect an integrated neighborhood feel. Typical garden style apartment designs are not appropriate.
Consistent Goals/Strategies	Land Use 1.C Land Use 1.E Jobs and Economic Vitality 2.B
Staff Analysis	The subject property is located on the southwest corner of Mainstreet and Jordan Road. The Bradbury Ranch PD designates the property as Neighborhood Commercial which intends to provide a broad range of retail goods and services, business and professional services which support residential uses, and complementary public community services and facilities. The proposed subdivision would create five (5) commercial lots and internal private roadways and utilities to serve each of the lots. The proposed Minor Development Plat will create the legal lots of record and initial infrastructure to support development of commercial uses that aligns with the recommended uses of the Parker 2035 Master Plan the Neighborhood Centre planning. The requested plat is consistent with the specific Goals/Strategies of the Master Plan for the following reasons:

	1. It will balance Parker's business and retail community to include a variety and diversity of business types and scales; and 2. It will support new businesses by providing additional land for commercial development. 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	Adjacent to residential use = min. 1 ft. setback every 1 ft. of building height but never less than 30 ft. Adjacent to arterial roadway = 25 feet Corner lots (other than arterial roadways) = 25 feet for designated front yard and 15 feet for side yard. Front= 20 feet Side= 0 feet Rear= 0 feet	Structures are not a part of this proposal. Required setbacks will be met at time of site plan approval and be consistent with zoning requirements.	☒ Consistent ☐ Inconsistent ☐ N/A
Density	6-10 du/ac	No residential development is a part of this proposal.	☒ Consistent ☐ Inconsistent ☐ N/A
Height/Stories	45 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	50%	Structures are not a part of this proposal.	☐ Consistent ☐ Inconsistent ☒ N/A
Landscaping	Title 13.06.070	Streetscape meets code requirements as depicted in attached Landscape Plan. All additional landscaping	☒ Consistent ☐ Inconsistent ☐ N/A

		requirements will be met at the time of site plan approval.	
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 Bradbury Ranch 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

There will be two access points to the property, on the west side of the property on Auburn Hills Drive, where the median will be modified to allow a southbound left turn bay into the property and on the south side of the property with a full movement access. The subject site development will be responsible for the construction of internal access drives to connect with E. Auburn Hills Drive and Cedar Gulch Parkway. In addition, the applicant shall pay to the Town \$87,500.00, which payment is the cost to design and construct a traffic signal at the intersection of Jordan Road and Cedar Gulch Parkway. A portion of the excess right-of-way on Jordan Road will also be vacated and the developer will compensate the town for this right-of-way per the Subdivision Improvement Agreement.

VII. SUMMARY REFERRAL AGENCY COMMENTS AND CONDITIONS

Agency	Comments
Aztec	Advisory Comments
CenturyLink Communications	No Comment
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 & Civil	Approved, all requested revisions have been provided.
Douglas County Assessors	No comment
Fire Life Safety	Advisory Comments
Bradbury Ranch HOA and Clarke Farms HOA	No Comment
IREA	Approved
Parker Water and Sanitation District	Advisory Comments

Public Service Company/ Xcel	Advisory Comments
Urban Drainage	No Comment

VIII. CONCLUSION

The applicant has structured this Minor Development Plat to allow for the future development of five commercial lots. A lot-fit analysis showing potential building layouts was provided with the submittal. The Minor Development Plat 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 five proposed lots will require site plan approval 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 Auburn Hills Centre Filing No. 1 Minor Development Plat.

IX. RECOMMENDED CONDITIONS

None

X. ATTACHMENTS

1. Auburn Hills Centre Filing No. 1 MDP
2. Auburn Hills Centre Filing No. 1 Master Landscape Plan

Report Approved By: Bryce Matthews, Planning Manager



Request for Town Council Action

Date: May 16, 2022

Submitted By:

Reviewed By: Michelle Kivela, Town Administrator

Title: **RESOLUTION NO. 22-029**
A Resolution to Decline Participation in the Paid Family and Medical Leave Insurance Program
Department: Town Attorney, Kelsey Hall

EXECUTIVE SUMMARY

The Town Council shall determine whether it will opt out of participating in the Paid Family and Medical Leave Insurance Program.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

In 2020, voters passed Proposition 118, which created a paid family and medical leave insurance program. Beginning on January 1, 2023, employers and employees will pay a payroll premium to finance benefits under the program. Beginning January 1, 2024, covered employees will be eligible for up to 12 weeks (and in some instances 16 weeks) of paid family and medical leave insurance benefits. Benefits vary based on employee wages but are currently capped at \$1,100 per week.

Local government employers are permitted to decline to participate in the FAMLI Program. If the local government declines participation, individual employees can still elect to participate in the Program and will be responsible for 50% of the premium. To decline participation, the Town must vote on a resolution to decline participation in the Program and then provide notice of that vote to its employees and the state. Town employees were provided notice of this hearing, including information about the FAMLI Program and the effects of the Town opting out of the Program, via email from the Town Administrator on April 20, 2022. Employees were provided two options to send written comments about the proposed opt-out resolution prior to this hearing, and were informed of the date, time, and location of the hearing should they desire to provide in-person testimony.

If the Town declines to participate in the FAMLI Program, it must renew its declination at least every eight years. The Town may also choose to opt back into the Program at the beginning of its annual budget cycle. However, if the Town opts in, it is required to participate for at least three years.

The Town currently offers paid leave to its employees including sick leave, vacation leave, short-term disability coverage, long-term disability coverage, and employees may be eligible for federal Family and Medical and Leave Act (“FMLA”) coverage based on their individual circumstances. Therefore, employees do have leave options available to them when they need to take time off for family or medical reasons.

FINANCIAL IMPACT

If the Town **approves the resolution to opt out** of the FAMLI Program, there will be no fiscal impact.

If the Town **denies the resolution and therefore chooses to participate** in the FAMLI Program, the Town will be responsible for paying at least 50% of each employee’s premium for the Program as well as the cost to administer the Program. Premiums are established at .9% of an employee’s wages until 2025. Thereafter, the Director of the FAMLI Division may set the premium rate, which rate shall not exceed 1.2% of an employee’s wages. The estimated fiscal impact of the current employer contribution amount of 50% is approximately \$145,733. If the Town decides to participate and to pay some portion of the employees’ premiums, the Town’s estimated employer contribution is between approximately \$145,733 and \$291,466.

STRATEGIC GOAL(S)



ENHANCE ECONOMIC
VITALITY

ATTACHMENTS

1. Resolution No. 22-029

RECOMMENDED MOTION

I move to approve Resolution No. 22-029 to decline participation in the Paid Family and Medical Leave Insurance Program.

RESOLUTION NO. 22-029, Series of 2022

TITLE: A RESOLUTION TO DECLINE PARTICIPATION IN THE PAID FAMILY AND MEDICAL LEAVE INSURANCE PROGRAM

WHEREAS, in November 2020, Colorado voters approved Proposition 118: Paid Family and Medical Leave Insurance Program, creating an insurance program to provide paid family and medical leave benefits to eligible Colorado employees (the “FAMLI Program”);

WHEREAS, local government employers are permitted to decline to participate in the FAMLI Program by taking an affirmative vote to decline participation and sending written notice of that vote to the Colorado Division of Family and Medical Leave;

WHEREAS, employees of local government employers that decline participation in the FAMLI Program may still elect coverage with no increase to the amount of premiums due for program participation;

WHEREAS, the Town of Parker (the “Town”) currently offers paid leave to its employees, including sick leave, vacation leave, short-term disability coverage, and long-term disability coverage;

WHEREAS, the Town recognizes that not all employees may require the additional coverage offered by the FAMLI Program and desires to give each employee the choice to participate;

WHEREAS, on May 16, 2022, the Town Council conducted a public hearing to consider whether to participate in the FAMLI Program;

WHEREAS, Town employees were provided written notice about the public hearing to consider the Town’s participation in the FAMLI Program and were given the opportunity to provide testimony on this subject;

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

Section 1. Pursuant to C.R.S. § 8-13.3-522(1) and 7 C.C.R. 1107-2:2.6, the Town of Parker is declining to participate in the FAMLI Program.

Section 2. Town employees wishing to participate in the FAMLI Program shall individually notify the Colorado Division of Family and Medical Leave (the “Division”) and shall individually remit premium payments to the Division.

Section 3. The Town Clerk shall cause notice of this Resolution to be sent to the Division of Family and Medical Leave Insurance no later than June 15, 2022.

RESOLVED AND PASSED this _____ day of _____, 2022.

TOWN OF PARKER, COLORADO

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk



Request for Town Council Action

Date: May 16, 2022
Submitted By: Michelle Kivela, Town Administrator
Reviewed By: Michelle Kivela, Town Administrator
Title: **YOUTH COMMISSION**
Department: **Town Administrator, Michelle Kivela**

EXECUTIVE SUMMARY

The Mayor, Town Council and Town Administrator would like to create a Youth Commission to offer youth an opportunity to interact with their government, build leadership skills and enhance civic engagement.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

At the January 10, 2022 Study Session, staff presented draft bylaws for the creation of a Parker Youth Commission. Following the Study Session presentation and discussion, staff was directed to proceed with developing an ordinance to establish a Youth Commission for the Town of Parker.

Section 6.1 of the Town of Parker Home Rule Charter provides that the Town Council may establish commissions to have such powers and perform such duties as provided by ordinance. Ordinance No. 1.560 establishes the Town of Parker Youth Commission (“Youth Commission”). The purpose of the Youth Commission is to provide an opportunity for youth in the Town of Parker to learn about government, participate in the process and to represent and articulate the needs of Parker’s youth.

The overall objective of the Youth Commission is to provide an opportunity for the youth of Parker to:

1. Acquire a greater knowledge and appreciation for the political system through active participation in local government.
2. Learn how municipal government works and how municipal services are provided.
3. Provide a means by which the Town’s youth can be heard and share their perspective on issues affecting the lives of young people in areas of social, educational, recreational, cultural and public safety.
4. Assist the Mayor, Town Council and Town Administrator in policy and decision-making, problem solving, and accomplishing community goals as related to youth by

- working directly with the representatives of the youth.
5. Provide leadership development and experience that will enable young people to become productive citizens and leaders in the community.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)



**FOSTER COMMUNITY
CREATIVITY AND
ENGAGEMENT**



**SUPPORT AN
ACTIVE COMMUNITY**

ATTACHMENTS

1. Ordinance No. 1.560
2. Resolution No. 22-030

RECOMMENDED MOTION

I move to approve Ordinance No. 1.560 on second reading.
I move to approve Resolution No. 22-030.

ORDINANCE NO. 1.560, Series of 2022

TITLE: A BILL FOR AN ORDINANCE TO AMEND TITLE 2 OF THE PARKER MUNICIPAL CODE BY THE ADDITION THERETO OF A NEW CHAPTER 2.07 CONCERNING THE CREATION OF THE PARKER YOUTH COMMISSION

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

Section 1. The Parker Municipal Code is amended by the addition thereto of a new Chapter 2.07, entitled “Parker Youth Commission,” to read as follows:

CHAPTER 2.07

Parker Youth Commission

2.07.010 Purpose.

It is the primary purpose of this Chapter, which is established pursuant to Article VI of the Town Charter, to create a Youth Commission to provide a means for youth in the Town of Parker to learn about government, to participate in the process, and to represent and articulate the needs of the community’s youth.

2.07.020 Parker Youth Commission created; membership; compensation.

The Town Council shall appoint a Youth Commission composed of as many members as the Town Council may determine sufficient by resolution. After the membership of the Youth Commission is determined by the Town Council, it may be expanded or contracted from time to time at the discretion of the Town Council by resolution. Commission members serve at the pleasure of the Town Council and may be removed at any time with or without cause by vote of the Council. All commission members serve without compensation. At the Town Council's discretion, compensation may be established by resolution. Commission members and representatives of the Youth Commission need not reside within the boundaries of the Town.

2.07.030 Terms of office.

Commission members shall serve for a period of two (2) years. Terms shall be staggered to promote continuity on the Youth Commission. To provide for staggered terms of the Commission members who are initially appointed, approximately one-half of the initial Commission members shall be appointed for two-year terms and the remainder of the initial Commission members shall be appointed for one-year terms, as provided in the Bylaws. Following such initial appointments, subsequent appointments shall be for two-year terms.

2.07.040 Rules and procedures.

(a) The “Youth Commission Bylaws” dated May 16, 2022, are hereby adopted and made a part of this Title (the "Bylaws"). The Bylaws may only be amended by Town Council resolution.

(b) The Town Council shall appoint one (1) of the members of the Youth Commission to serve as chair. The chair shall serve for a period of one (1) year following appointment by the Town Council. After the initial appointment of the chair, the vice chair shall assume the role of chair upon completion of the vice-chair’s term. In the event the vice-chair is unable to assume the role of chair, the Town Council shall appoint one (1) of the members of the Youth Commission to serve as chair.

(c) The Town Council shall appoint one (1) of the members of the Youth Commission to serve as vice-chair. The vice-chair shall serve for a period of one (1) year following appointment by the Town Council. After the initial appointment of the chair, the vice chair shall assume the role of chair upon completion of the vice-chair’s term.

(d) The Youth Commission shall choose one (1) of its members to serve as secretary. The secretary shall serve for a period of one (1) year following appointment by the Youth Commission.

(e) The Youth Commission shall choose one (1) of its members to serve as treasurer. The treasurer shall serve for a period of one (1) year following appointment by the Youth Commission.

(f) Meetings of the Youth Commission shall be held at least monthly at a regularly scheduled time and location. The Youth Commission may also hold special meetings from time to time as it deems necessary. Special meetings shall be at the call of the chair of the Youth Commission or on request of a majority of Commission members. A complete record shall be kept of all proceedings of the Youth Commission, which shall be available for public examination during regular business hours.

(g) In the event there is no business pending before the Youth Commission, the regular monthly meeting may be cancelled upon posted notice to the public.

2.07.050 Duties.

The duties and responsibilities of the Youth Commission shall be to serve in an advisory capacity to the Town Council. This advisory position is in reference to the Youth Commission's mission to provide a means for youth in the Town of Parker to learn about government, to participate in the process, and to represent and articulate the needs of the community’s youth. Additional duties shall be assigned in the Bylaws.

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:

Kristin Hoffmann, Town Attorney

RESOLUTION NO. 22-030, Series of 2022

TITLE: A RESOLUTION ADOPTING THE BYLAWS FOR THE PARKER YOUTH COMMISSION DATED MAY 16, 2022

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

Section 1. The Town Council of the Town of Parker hereby adopts the Bylaws for the Parker Youth Commission, dated May 16, 2022, attached hereto as **Exhibit A**.

Section 2. As provided in the Bylaws, the Youth Commission shall be composed of nine (9) members.

RESOLVED AND PASSED this _____ day of _____, 2022.

TOWN OF PARKER, COLORADO

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

EXHIBIT A

Town of Parker Youth Commission Bylaws

SECTION 1. AUTHORITY

Section 6.1 of the Town of Parker Home Rule Charter provides that the Town Council may establish Commissions to have such powers and perform such duties as provided by ordinance. The Youth Commission ("Commission" or "Youth Commission") for the Town of Parker was established by the Town Council of the Town of Parker by ordinance (the "Youth Commission Ordinance"). The Youth Commission Ordinance may be amended by the Town Council of the Town of Parker, ("Town Council"), through its power to enact and amend ordinances.

Any provision of these Rules of Procedure and Conduct (the "bylaws") which is not in conformance with the Youth Commission Ordinance or other ordinances enacted by the Council shall be of no effect.

SECTION 2. PURPOSE

The purpose of the Youth Commission is to provide a means for youth in the Town of Parker to learn about government, participate in the process and to represent and articulate the needs of the community's youth. The overall objective of the Commission is to provide an opportunity for the youth of the Town of Parker to:

1. Acquire a greater knowledge and appreciation for the political system through active participation in local government.
2. Learn how municipal government works and how municipal services are provided.
3. Provide a means by which the Town's youth can be heard and share their perspective on issues affecting the lives of young people in areas of social, educational, recreational, cultural and public safety.
4. Assist the Mayor, Town Council and Town Administrator in policy and decision-making, problem solving, and accomplishing community goals as related to youth by working directly with the representatives of the youth.
5. Provide leadership development and experience that will enable youth to become productive citizens and leaders in the community.

SECTION 3. DUTIES & RESPONSIBILITIES

The Commission shall perform the duties as authorized by the Town Charter, Youth Commission Ordinance, Bylaws, or otherwise provided by the Town Council.

The duties and responsibilities of the Youth Commission shall be to serve in an advisory capacity to the Town Council. In addition to the advisory role of the Commission, the following duties are assigned:

1. Provide an opportunity for the youth of Parker to acquire a greater knowledge of and appreciation for the American political system through active participation.
2. Make recommendations to the Mayor and Town Council on matters affecting youth in Parker and identify opportunities to increase youth participation and involvement in local government.
3. Relay information from the commission to the community; particularly share updates about commission opportunities, activities, events, projects and other important updates relevant to and for Parker's youth.
4. Serve the youth of Parker by:
 - a. Informing the Parker municipal government of the needs and wishes of the youth.
 - b. Planning and implementing social, educational, public safety, cultural and recreational activities for youth, subject to approval by the Town Administrator or designated staff.
 - c. Organizing and performing service projects, events or functions that benefit the Parker community, subject to approval by the Town Administrator or designated staff.
 - d. Creating recognition programs for youth, subject to approval by the Town Administrator or designated staff.
 - e. Working with the Mayor, Council, Department Directors, schools, civic clubs and service organizations to provide service and leadership opportunities for the youth.

Commissioners serve in a volunteer role and are not compensated for their service or their travel to attend Commission meetings or events.

Commissioners carry out their duties as a group and do not have the individual authority or responsibility to implement action on behalf of the group, authorize the expenditure of Town funds, or direct Town staff. Commissioners are encouraged to attend Commission events and may choose to act in volunteer positions at these events.

SECTION 4. STAFF

The Commission works closely with the Town Administrator's Office and other assigned Town staff; however, the Commission does not exercise direction or authority over staff. Decision-making matters of administrative concern shall rest with the Town Administrator and designated staff.

SECTION 5. MEMBERS

The membership of the Commission shall consist of nine (9) members who have been appointed by the Town Council. The number of Commissioners may be expanded or decreased from time to time upon recommendation by the Commission and approval by the Town Council.

Criteria to Serve on Youth Commission

1. Must reside within the Town of Parker service area; however, youth with strong ties to Parker (attend school, work, etc.) that reside in Douglas County may also be considered for membership.
2. Must attend a Colorado recognized high school or home school or in study in grades 9-12
3. Must be willing to regularly attend meetings of the Commission.
4. Must demonstrate community interest and a willingness to serve the youth and community of Parker.
5. May not be currently employed by the Town of Parker.

SECTION 6. FUNDING AND BUDGET

The annual budget prepared by the Town Administrator and approved by the Town Council shall contain such appropriations as the Town Council deems necessary and appropriate to fund the Youth Commission and related programs and activities in the Town of Parker.

The Youth Commission budget is administrated by and all expenses must be approved by the Town Administrator. All donations, grants and revenues will be deposited into Town accounts in the proper fund and administered as part of the Town's budget.

Commissioners do not have the authority to expend funds, make funding commitments, or enter into contracts on behalf of the Town.

SECTION 7. MEETINGS

All Commission meetings shall be open to the public.

Regular Commission meetings shall be held at least once a month at a designated time. If such meeting dates fall on a legal holiday, the Commission shall determine the change of date, and all members will be notified at least seven (7) days prior to the change of meeting.

Special meetings of the Commission shall be held when:

1. Requested by the Chair of the Commission, or
2. Approved by a majority vote of the Commission at a regular meeting, or
3. Requested by a majority of Commissioners.

All Commissioners and representatives will be notified at least seventy-two (72) hours prior to the meeting of the time and place of a special meeting.

Minutes shall be filed with the Town Clerk after they have been approved by a majority of the Commission. The minutes shall reflect pertinent information, such as members present, motions,

actions and other proceedings of the Commission, and will be available for public inspection during regular business hours.

SECTION 8. OFFICERS

The Commission shall be composed of four officers: Chair, Vice-Chair, Treasurer and Secretary. Each officer may serve one term, except the Vice-Chair who immediately assumes an additional one-year term as Chair. Treasurer and Secretary are limited to two terms. The Vice-Chair is limited to one term as Vice-Chair and one term as Chair.

A. Selection of Officers

The Council will appoint the Vice-Chair of the Commission for a one-year term in September of each year. Upon completion of the Vice-Chair's term, the Vice-Chair will assume the role of Chair.

The Commission will elect officers by majority vote to fill the positions of Treasurer and Secretary on an annual basis in September of each year.

B. Responsibilities of Officers

1. Chair:

- a. The Chair serves a one-year term immediately following their term as Vice-Chair.
- b. The Chair is responsible for the tasks set below.
 - i. Set meeting agendas in partnership with assigned Town staff.
 - ii. Preside at all meetings of the Commission.
 - iii. Act as a spokesperson for the Commission for purposes of communicating to the Town staff or Council.
 - iv. Appoint Committees and Committee Chairs when necessary.
 - v. Call special meetings if needed.
 - vi. Ensure all Commission actions are taken properly.
 - vii. Mentor and assist new members on the Commission.
 - viii. Act as liaison with the Town Administrator and assigned staff regarding all Commission issues.

2. Vice-Chair

- a. The Vice-Chair serves a one-year term.
 - i. This position is filled by appointment by Town Council.

- ii. The Vice-Chair will immediately assume the role of Chair upon completion of their one-year term as Vice-Chair.
 - b. The Vice-Chair must be a Freshman, Sophomore or Junior or equivalent to allow secession to Chair position.
 - i. It is recommended, but not required, that the Vice-Chair have served on the Commission prior to appointment.
 - c. The Vice-Chair is responsible for the tasks set below.
 - i. Serve as Chair in the absence of the Chair.
 - ii. Facilitate the development of meeting agendas.
 - iii. Assist the Chair with any additional Commission business.
 - iv. Mentor new members on the Commission.
 - v. Carry out special assignments as requested by the Chair.
3. Treasurer
- a. The Treasurer serves a one-year term. This position is filled according to voting procedures as defined below.
 - b. The Treasurer works closely with the Town Administrator or designated staff and has no budget authority.
 - c. The Treasurer is responsible for the tasks set below.
 - i. Create, manage, and submit a proposed annual budget for the Commission subject to approval from the Town Administrator or designated staff.
 - ii. Assure that accurate financial records are maintained.
 - iii. Track budget expenditures.
 - iv. Create project cost estimations.
4. Secretary
- a. The Secretary serves a one-year term. This position is filled according to voting procedures as defined below.
 - b. The Secretary is responsible for the tasks set below.
 - i. Notification of meeting times and dates to the Commissioners.

- ii. Track all motions and votes taken within the meetings.
- iii. Track meeting attendance.
- iv. In coordination with all officers, create talking points from meetings to share with the Town Council.
- v. In partnership with staff, ensure that accurate minutes are taken at each meeting and distributed to Commissioners. Minutes must be filed with the Town Clerk and kept on file at Town Hall for public inspection.

C. Vacancy of Office

If the Secretary or Treasurer vacates an office before his/her term is completed, a new officer shall be elected at the next regular meeting. If the Chair vacates office before his/her term is completed, the Vice Chair shall assume the role of Chair at the next regular meeting. If the Vice-Chair vacates office before his/her term is completed (either to assume the role of Chair or otherwise), the Town Council shall appoint a new Vice-Chair as soon as practicable.

A person elected or appointed to fill vacancies shall hold the office for the unexpired term of his/her predecessor in office. Subsequent terms must be re-appointed or re-elected.

SECTION 9. CONDUCT OF BUSINESS

A. Quorum

No business of the Commission shall be transacted, except at a regular or special meeting at which a quorum of the Commission shall be present. A majority of Commissioners shall constitute a quorum for the transaction of business.

B. Vote Requirements

Any recommendation or action of the Commission shall require the affirmative vote of a majority of the Commissioners present and voting.

C. Deadline for Agenda

The deadline for placing an item on the agenda will be five days prior to the scheduled meeting. The agenda will be posted and distributed to Commissioners 72 hours prior to the meeting.

D. Code of Conduct

1. It is expected of each Commissioner that they conduct themselves in a positive, respectful, polite, and professional manner during all Youth Commission functions and any time representing or speaking on behalf of the Commission.
2. Commissioners will welcome new members and mentor them through the meetings.

3. There will be a dress code in place at every meeting and when representing the Youth Commission. Commissioners are expected to dress appropriately in casual, business casual, smart casual, business attire unless the meeting's tasks require otherwise.
4. There will be no use of cell phone during meetings.
5. Commissioners will be dependable and perform their duties promptly and reliably and will advise the Commission Chair as soon as possible if late or absent to a Commission meeting.
6. Commissioners will sign an acknowledgement of the Code of Conduct

E. Code of Ethics

Commissioners are expected to comply with the Town's Code of Ethics as codified in Chapter 2.05 of the Parker Municipal Code, as amended.

SECTION 10. APPOINTMENT, TERM OF SERVICE AND VACANCIES

All Commissioners are appointed by the Town Council after submitting an application and a letter of recommendation and participating in an interview with Town Council representatives, the Town Administrator and/or designated staff.

Commissioners will serve for a term of two (2) years, with appointments and reappointments to be made in August or as vacancies arise. The terms of service of the Commissioners who are initially appointed shall be staggered so that five (5) of the initial Commissioners are appointed for two-year terms and four (4) of the initial Commissioners are appointed for one-year terms. Thereafter, Commissioners shall be appointed for two-year terms. A Commissioner's final term will end in August following completion of high school or 12th grade. Commissioners can continue to serve additional consecutive terms with input from the Town Administrator and designated staff, and approval of the Town Council.

Commissioners shall continue to serve on the Commission, unless they have missed two (2) consecutive unexcused meetings, their terms expire, they are removed from the Commission by Council, they resign, or they are incapacitated to an extent which prohibits the proper performance of duties. To fill a vacancy, the Town will solicit applications from the community. Town Council representatives, the Town Administrator and designated staff will interview applicants before being approved by Town Council.

SECTION 11. ATTENDANCE

Commissioners are expected to attend all regularly scheduled and special meetings. Commissioners should not miss no more than twenty-five percent (25%) of regularly scheduled Commission meetings during their term. Commissioners must report absences in advance to the Chair or the assigned Town staff. Absences reported in advance will be considered excused. In case of emergency, Commissioners must report their absences as soon as possible. The Chair shall determine if the emergency constitutes an excused absence. This decision may be appealed to a vote of the Commission.

It is the responsibility of absent Commissioners to contact the Chair for information that was missed. Any Commissioner may request a leave of absence for no more than four (4) meetings by submitting a request in writing with a brief explanation for the reason for the leave to the Commission for approval. No more than two (2) Commissioners may be granted a leave of absence at any one time.

Commission member's position is declared vacated if more than two (2) unexcused consecutive meeting absences occur.

SECTION 12. MODIFICATION OF BYLAWS

These rules of procedure and conduct shall only be amended by Town Council resolution.

Approved by Town Council Resolution No. 22-030.

The Commission's business office shall be at Parker's Town Hall, 20120 East Mainstreet, Parker, Colorado 80138.



Request for Town Council Action

Date: May 16, 2022

Submitted By: Alex Mestdagh, Engineering Service Manager

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 1.559 - Second Reading**
A Bill for an Ordinance to Release a Portion of the Slope Easement for Hess Road Associated with Pine Bluffs Filing 4, Amendment 1, Lot 3, Pursuant to Section 13.07.120(c)(5) of the Parker Municipal Code
Department: Engineering and Public Works, Alex Mestdagh

EXECUTIVE SUMMARY

This ordinance proposes to release a portion of a slope easement held by the Town on Lot 3, Pine Bluffs Filing 4, Amendment 1.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

In 2004, the Town acquired a slope easement over portions of the Pine Bluffs development in order to accommodate the construction of Hess Road east of Parker Road. This easement was necessary to allow the backslope of the roadway grading to be tied-in on the adjacent properties.

This slope easement included a portion of Lot 3, Pine Bluffs Filing No. 4, Amendment 1, which is now proposed to be developed as a commercial property within the Pine Bluffs development. With the roadway slope now constructed and established, the portion of the slope easement located on this property is no longer necessary, provided the property is developed in accordance with the proposed site plan. The property owner has requested that the portion of the easement on this lot be vacated to remove the encumbrance.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)



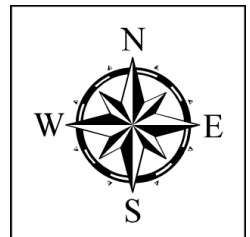
ATTACHMENTS

1. Vicinity Map

2. Ordinance 1.559

RECOMMENDED MOTION

I move to approve Ordinance No. 1.559 on second reading.



ORDINANCE NO. 1.559, Series of 2022

TITLE: A BILL FOR AN ORDINANCE TO RELEASE A PORTION OF THE SLOPE EASEMENT FOR HESS ROAD ASSOCIATED WITH PINE BLUFFS FILING 4, AMENDMENT 1, LOT 3, PURSUANT TO SECTION 13.07.120(c)(5) OF THE PARKER MUNICIPAL CODE

WHEREAS, KW Pine Ridge, LLC, granted a slope easement to the Town of Parker, a Colorado home rule municipality (the “Town”), for the purpose of providing adequate lateral support and stability for Hess Road and Hilltop Road, pursuant to a Slope Easement Agreement dated January 16, 2004, and recorded at Reception No. 2004038435 of the Douglas County Clerk and Recorder's Office (the “Slope Easement”);

WHEREAS, the Slope Easement provides that KW Pine Ridge, LLC, “agree that this Easement may be released by [the Town] upon the construction of an approved development on the Easement Property which provides the necessary subadjacent support and protection of Hess Road and Hilltop Road that is created by this Easement;”

WHEREAS, the Town has previously released portions of the Slope Easement through two quit claim deeds dated September 14, 2009, and recorded at Reception Nos. 2009073095 and 2009073096, respectively, as well as a Partial Release of Slope Easement dated April 7, 2014, and recorded at Reception No. 2014037425 of the Douglas County Clerk and Recorder’s Office;

WHEREAS, application has been made to release a portion of the Slope Easement that is described in **Exhibit A**, which is attached hereto and incorporated by this reference (the “Release Request”);

WHEREAS, although construction has not yet begun on the property described in Exhibit A, the Town determined that there is sufficient subadjacent support along this portion of the Easement Property and desires to release the real property described in Exhibit A to KW Pine Ridge, LLC, upon completion of the Town of Parker Public Works final inspection;

WHEREAS, the Release Request was heard by the Town Council; and

WHEREAS, the Town Council desires to approve the Release Request and release the real property described in Exhibit A to KW Pine Ridge, LLC.

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

Section 1. The Town Council of the Town of Parker hereby releases that portion of the Slope Easement described in Exhibit A and deems such portion of the Slope Easement to be null, void and of no further force and effect.

Section 2. The Town Council hereby directs the Town Clerk to record this Ordinance with the Douglas County Clerk and Recorder upon the effective date of this Ordinance.

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:

Kristin Hoffmann, Town Attorney

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THE SLOPE, DRAINAGE AND INCIDENTAL PURPOSES EASEMENT DESCRIBED IN THE DOCUMENT RECORDED AT RECEPTION No. 2004038435 OF THE DOUGLAS COUNTY RECORDS, SITUATED IN THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6th PRINCIPAL MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

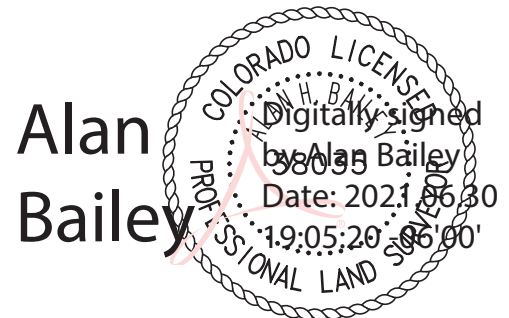
THAT PORTION OF SAID SLOPE, DRAINAGE AND INCIDENTAL PURPOSES EASEMENT WITHIN THE BOUNDARY OF LOT 3, PINE BLUFFS FILING No. 4, AMENDMENT No. 1 AS SHOWN ON THE PLAT RECORDED AT RECEPTION No. 2018035165 OF SAID DOUGLAS COUNTY RECORDS.

CONTAINING 8,737 SQUARE FEET (0.20 ACRES) MORE OR LESS.

SEE ATTACHED EXHIBIT FOR DESCRIBED EASEMENT AREA.

PREPARED BY:
ALAN H. BAILEY PLS No. 38035

ON BEHALF OF
BAILEY PROFESSIONAL SOLUTIONS, LLC
5737 SOUTH KENTON STREET
ENGLEWOOD, CO 80111
303.587.1672

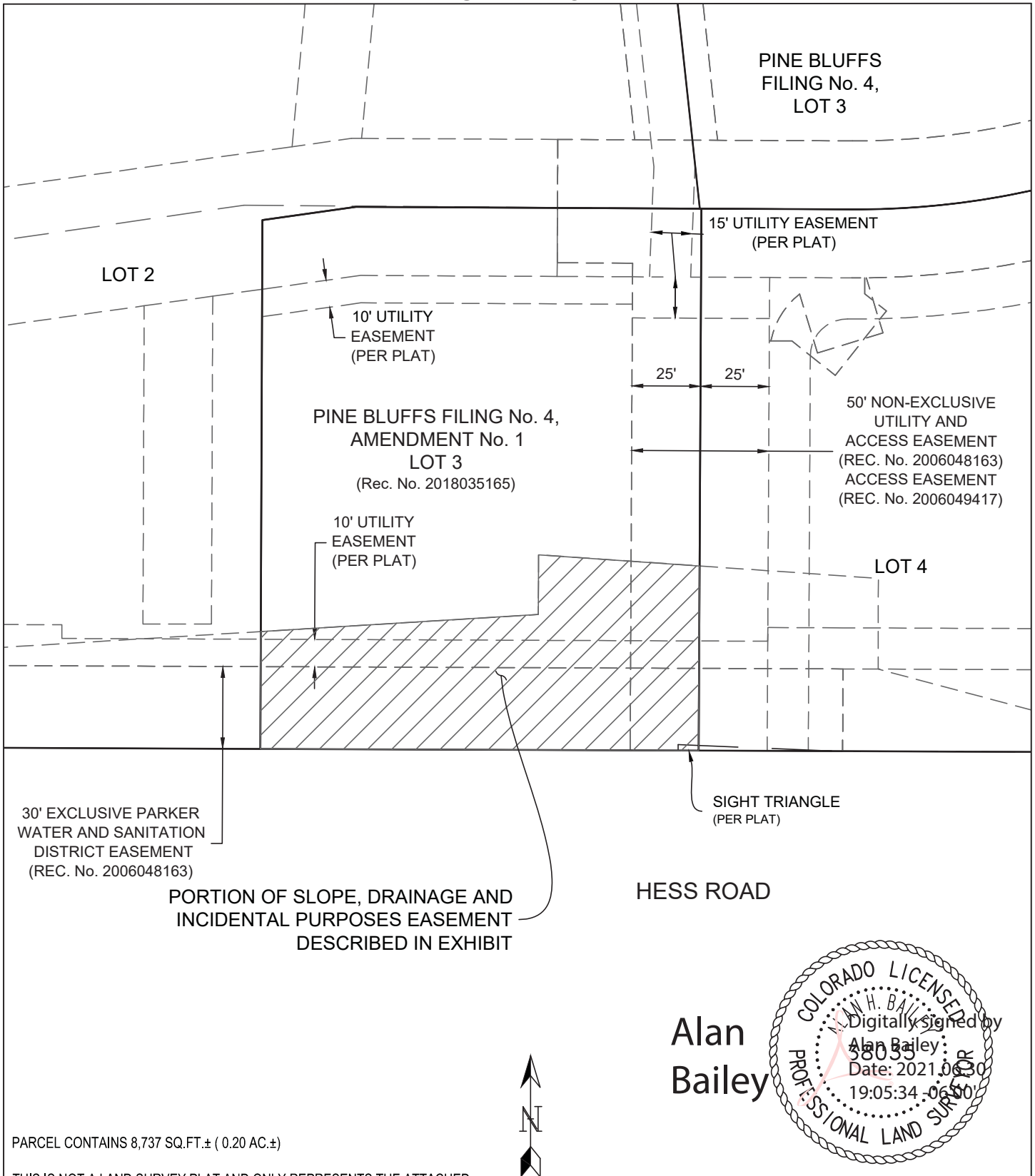


PROJECT:	ROTH-17-02 PINE BLUFFS
FILE:	EASEMENT- SLOPE VACATION.DWG
CHECKED:	AHB DRAWN: RJE DATE: 6/30/2021

bps | BAILEY
PROFESSIONAL
SOLUTIONS

BAILEY PROFESSIONAL SOLUTIONS, LLC
5737 SOUTH KENTON STREET
ENGLEWOOD, CO 80111
303.587.1672
BAILEYPROFESSIONALSOLUTIONS.COM

EXHIBIT A
SHEET 2 OF 2



30' EXCLUSIVE PARKER
WATER AND SANITATION
DISTRICT EASEMENT
(REC. No. 2006048163)

PORTION OF SLOPE, DRAINAGE AND
INCIDENTAL PURPOSES EASEMENT
DESCRIBED IN EXHIBIT

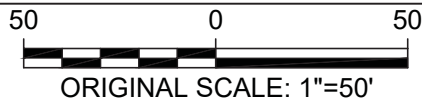
HESS ROAD

SIGHT TRIANGLE
(PER PLAT)

PARCEL CONTAINS 8,737 SQ.FT.± (0.20 AC.±)

THIS IS NOT A LAND SURVEY PLAT AND ONLY REPRESENTS THE ATTACHED
PARCEL DESCRIPTION.

Alan
Bailey



PROJECT:	ROTH-17-02 PINE BLUFFS
FILE:	EASEMENT- SLOPE VACATION.DWG
CHECKED:	AHB DRAWN: RJE DATE: 6/30/2021

bps

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Request for Town Council Action

Date: May 16, 2022

Submitted By: Brett Collins, Projects Administrator

Reviewed By: Michelle Kivela, Town Administrator

Title: **O'Brien Park Playground Improvements - Construction**

Amount: **\$1,823,800**

Contractor: **Richdell Construction, Inc.**

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

EXECUTIVE SUMMARY

Award of a \$1,658,000 Trade Contractor Agreement with Richdell Construction, Inc., for the O'Brien Park Playground Improvements Project (CIP 22-024-CI), plus a 10% construction contingency in the amount of \$165,800.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

In 2019, a community process was initiated to gain input from Parker residents on what improvements were needed at the O'Brien Park Playground. A plan was designed, and the project includes a complete renovation of the existing playground that will expand play opportunities, provide universally accessible play equipment, add musical instruments, add shade structures and increase the amount of picnic table seating. Staff moved the plan forward to construction drawings and bidding.

On February 22, 2022, the Town Council approved ordering the playground equipment in advance of the construction contract to ensure that the equipment was available due to ongoing supply chain issues and rising material costs. We were recently made aware of a 5% price increase for Landscape Structures, but the increase was not charged for the project since the Town had already ordered the equipment.

The O'Brien Park Playground Improvements Project was put out to bid with a base bid and one "add alternate" bid for the addition of the hillside play equipment. The Town opened competitive sealed bids on April 20, 2022. One bid was received from Richdell Construction, Inc. in the amount of \$1,338,000 for the base bid and \$320,000 for the "add alternate" bid for a total bid of \$1,658,000. Richdell Construction, Inc. has not completed projects for the Town recently but does have recent experience with similar projects completed for Lakewood, Foothills Park and Recreation District, and the Town of Erie.

Staff recommends moving forward with the base bid and the "add alternate" bid to complete the intent of the site plan for the playground improvements and to avoid a phase 2 project and future disturbance to the park.

A 10% construction contingency in the amount of \$165,800 is recommended to cover any unforeseen costs.

The project construction is anticipated to start in June and be completed by November.

FINANCIAL IMPACT

Funding for this project's construction is appropriated in the 2022 Parks, Recreation and Open Space fund.

STRATEGIC GOAL(S)

SUPPORT AN
ACTIVE COMMUNITY

ATTACHMENTS

None

RECOMMENDED MOTION

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