

TOWN OF PARKER COUNCIL AGENDA

November 7, 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.

Public comment for items that are not on the agenda may be made in person or electronically at <http://parkeronline.org/CouncilPublicComment>. For those unable to provide comments in person or electronically through the website, please contact the Clerk's Office to make alternative arrangements. The Town Clerk can be reached at 303-805-3198. Public comments submitted electronically through the website that are received 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.

Public Viewing Only - YouTube: Town Council meetings may be viewed live on YouTube at www.youtube.com/townofparkerco.

PLEASE NOTE: Public participation is NOT available through YouTube.

1. TOWN COUNCIL MEETING SCHEDULE

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

- 2. 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.*

3. REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL

4. CONSENT AGENDA

Consent Agenda Items are considered to be routine and will be enacted by one motion and vote. There will be no separate discussion of Consent Agenda Items unless Council votes to remove an item for individual discussion. Ordinances on the Consent Agenda are for introduction only and will not be removed for discussion.

- A. *APPROVAL OF MINUTES - October 17, 2022 and November 1, 2022***

- B. *ORDINANCE NO. 4.110.1 – First Reading***
A Bill for an Ordinance to Amend Chapter 11.19 of the Parker Municipal Code Concerning Contractor Registration
Department: Community Development, Randy Sale
Second Reading: November 21, 2022

- C. *ORDINANCE NO. 1.553.2 - First Reading*
A Bill for an Ordinance to Adopt the 2022 Revised Budget for the Town of Parker and to Make Appropriations for the Same
Department: Finance, Jen Campbell
Second Reading: December 5, 2022
- D. *ORDINANCE NO. 1.571 - First Reading*
A Bill for an Ordinance to Vacate Slope Easements on Tract A-1, Parker Town Center First Amendment Exemption and Tract B, Parker Town Center, as Described in the Final Rule and Order Recorded at Reception No. 2005076961, Pursuant to Section 13.07.120(c)(5) of the Parker Municipal Code
Department: Engineering and Public Works, Alex Mestdagh
Second Reading: November 21, 2022
- E. *ORDINANCE NO. 9.335.1 - First Reading*
A Bill for an Ordinance Approving the First Amendment to Agreement Regarding Design and Construction of Drainage and Flood Control Improvements for Cottonwood Meadows Tributary (Agreement No. 21-05.15A Project No. 108520) By and Between Urban Drainage and Flood Control District d/b/a Mile High Flood District and the Town of Parker
Department: Engineering and Public Works, Michael Grabczyk
Second Reading: November 21, 2022
- F. *ORDINANCE NO. 9.338.1 - First Reading*
A Bill for an Ordinance Approving the First Amendment to Agreement Regarding Design and Construction of Drainage and Flood Control Improvements for Upper Jordan Road Tributary at Bradbury Ranch (Agreement No. 21-05.17A, Project No. 108522) by and between Urban Drainage and Flood Control District d/b/a Mile High Flood District and the Town of Parker
Department: Engineering and Public Works, Michael Grabczyk
Second Reading: November 21, 2022
- G. *ORDINANCE NO. 1.572 - First Reading*
A Bill for an Ordinance Stating the Intent of the Town of Parker to Acquire Certain Property Interests for the Purpose of Constructing and Improving Pikes Peak Drive, a Town Roadway, Through the Utilization of the Town's Power of Eminent Domain, and Directing the Town's Staff and Town Attorney to Notify all Persons Affected Thereby of the Above-Stated Intent of the Town, and Thereafter to Comply with all Pertinent Provisions of C.R.S. 38-1-101, et seq., Relating to Good Faith Negotiations
Department: Engineering & Public Works, Chris Hudson
Second Reading: November 21, 2022
- H. *RESOLUTION NO. 22-058*
A Resolution Accepting the Conveyance of a Drainage Easement From Senderos Creek Retail, LLC, for a Portion of Lot 3, Olde Town at Parker 1A, First Amendment
Department: Engineering and Public Works, Alex Mestdagh

- I. *RESOLUTION NO. 22-059*
A Resolution Accepting the Conveyance of a Drainage Easement From Senderos Creek Condos, LLC, for a Portion of Tract F, Clarke Farms Subdivision Filing No. 2A
Department: Engineering and Public Works, Alex Mestdagh
- J. *RESOLUTION NO. 22-060*
A Resolution Accepting the Conveyance of a Public Sidewalk Easement From Clarke Farms Community Association, Inc., for a Portion of Tract F, Clarke Farms Subdivision Filing No. 2A
Department: Engineering and Public Works, Alex Mestdagh
- K. *RESOLUTION NO. 22-062*
A Resolution Accepting the Conveyance of a Drainage Easement From Mainstreet Developers LLC for Mark Six Business Subdivision, 2nd Amendment
Department: Engineering and Public Works, Alex Mestdagh
- L. *CONTRACTS OVER \$100,000*
1. *Traffic Signal Control Cabinets Contract*
Amount: \$112,258.00
Contractor: Traffic Signal Controls, Inc.
Department: Engineering and Public Works, Alisa Babler
2. *Crowfoot Valley Road - Bayou Gulch/Chambers Road Traffic Signal (CIP 22-002)*
Amount: \$332,334.00
Contractor: Interface Communication Company
Department: Engineering and Public Works, Alisa Babler
3. *Harvie Open Space Electric Line Lowering with CORE Electric Cooperative Contract*
Amount: \$173,693
Contractor: CORE Electric Cooperative
Department: Parks, Recreation and Open Space, Brett Collins
- M. *PROCLAMATION - National American Indian Heritage Month - National Society Daughters of the American Revolution American Indians Committee*
- N. *PROCLAMATION - Extra Mile Day - Extra Mile America Foundation*

5. **AGREEMENTS**

- A. **Development and Financing Agreement Between the Town of Parker, the Parker Authority for Reinvestment, and CD-Parker, LLC**
Department: Town Attorney, Jim Maloney

6. PUBLIC HEARINGS

A. ORDINANCE NO. 1.567 - First Reading

A Bill for an Ordinance to Adopt the 2023 Budget and to Make Appropriations for the Same

Department: Finance, Mary Lou Brown

Second Reading: December 5, 2022

B. COYLE PROPERTY ANNEXATION AND ZONING (*To be continued to February 21, 2023*)

Applicant: Avalon Bay Communities, Inc.

Location: Southwest corner of Stroh Ranch and Crowfoot Valley Road

Department: Community Development, Stacey Nerger

TRAKiT No.: ANX22-006

ORDINANCE NO. 2.281 - Second Reading

A Bill for an Ordinance Approving and Accomplishing the Annexation of Contiguous Unincorporated Territory Known as the Coyle Property in Douglas County

7. ORDINANCES

A. ORDINANCE NO. 1.569 - Second Reading

A Bill for an Ordinance Granting a Combined Drainage Facility and Access Easement to the Board of County Commissioners of Douglas County, Colorado for the Pine Drive Water Quality Pond Located Adjacent to Lincoln Avenue

Department: Engineering and Public Works, Chris Hudson

B. ORDINANCE NO. 3.363 - Second Reading

A Bill for an Ordinance to Amend Sections 13.01.140, 13.07.080, 13.07.090 and 13.07.100 of the Parker Municipal Code Concerning Expirations of Approvals

Department: Community Development, Bryce Matthews

C. ORDINANCE NO. 1.570 - Second Reading

A Bill for an Ordinance Stating the Intent of the Town of Parker to Acquire Certain Property Interests for the Purpose of Widening, Constructing, and Improving a Portion of Dransfeldt Road, a Town Roadway, Through the Utilization of the Town's Power of Eminent Domain, and Directing the Town's Staff and Town Attorney to Notify All Persons Affected Thereby of the Above-Stated Intent of the Town, and Thereafter to Comply with All Pertinent Provisions of C.R.S. § 38-1-101, et seq., Relating to Good Faith Negotiations

Department: Engineering and Public Works, Bob Exstrom

D. ORDINANCE NO. 1.391.3 - Second Reading

A Bill for an Ordinance to Amend Section 2.03.020 of the Parker Municipal Code Concerning Town Administrator; Functions And Duties

Department: Town Attorney, Kristin Hoffmann

8. **PUBLIC COMMENTS CONTINUED IF NECESSARY**

9. **ADJOURNMENT**

**A PARKER AUTHORITY FOR REINVESTMENT MEETING WILL
IMMEDIATELY FOLLOW THE TOWN COUNCIL MEETING.**

Parker Town Council

Executive Session Agenda

November 7, 2022

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

1. Amendment B (repeal of Gallagher amendment) and C.R.S. § 32-1-207 concerning service plan mill levy adjustment
2. SB21-260, HB21-1162, and Chapter 4.03 of the Parker Municipal Code concerning retail delivery and carryout bag fees

“To determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e).”

3. Proposed Sixth Amendment to the Anthology North Annexation Agreement
4. Proposed acquisition of permanent easements and temporary construction easements for the Pikes Peak Drive sidewalk project (Mainstreet to Sulphur Gulch)
5. Municipal Court Judge vacancy

**TOWN OF PARKER COUNCIL
MINUTES
OCTOBER 17, 2022**

Mayor Toborg called the meeting to order at 6:30 p.m. All Councilmembers were present except for Joshua Rivero.

Town Attorney Kristin Hoffmann announced there were two topics for discussion in the Executive Session. Under C.R.S. § 24-6-402(4)(b), the first item was concerning Section 13.10.090, Utilities, of the Parker Municipal Code. Under C.R.S. § 24-6-402(4)(e), the second item was regarding the proposed acquisition of permanent easements and temporary construction easements for the Pikes Peak Drive sidewalk project (Mainstreet to Sulphur Gulch).

EXECUTIVE SESSION

Todd Hendreks moved and John Diak seconded to go into Executive Session at 6:31 p.m. to hold a conference with the Town's attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b), and to hold a conference with the Town's Attorney to determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e).

The motion was approved unanimously.

John Diak moved and Anne Barrington seconded to come out of the Executive Session at 7:01 p.m.

The motion was approved unanimously.

REGULAR SESSION

Mayor Toborg reconvened the regular Town Council meeting at 7:05 p.m.

Mayor Toborg led the Council and audience in the Pledge of Allegiance.

PUBLIC COMMENTS

Written comments were received, distributed to Council, and entered into the record.

Debbie King, Parker, spoke about a parking dispute with her neighbor and asked who enforces the 72-hour parking rule in their homeowner's association covenants.

REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL

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

CONSENT AGENDA

- A. *APPROVAL OF MINUTES - October 3, 2022 and October 10, 2022*
- B. *ORDINANCE NO. 1.569 - First Reading*
A Bill for an Ordinance Granting a Combined Drainage Facility and Access Easement to the Board of County Commissioners of Douglas County, Colorado for the Pine Drive Water Quality Pond Located Adjacent to Lincoln Avenue
Department: Engineering and Public Works, Chris Hudson
Second Reading: November 7, 2022
- C. *ORDINANCE NO. 3.363 - First Reading*
A Bill for an Ordinance to Amend Sections 13.01.140, 13.07.080, 13.07.090 and 13.07.100 of the Parker Municipal Code Concerning Expirations of Approvals
Department: Community Development, Bryce Matthews
Second Reading: November 7, 2022
- D. *ORDINANCE NO. 1.570 - First Reading*
A Bill for an Ordinance Stating the Intent of the Town of Parker to Acquire Certain Property Interests for the Purpose of Widening, Constructing, and Improving a Portion of Dransfeldt Road, a Town Roadway, Through the Utilization of the Town's Power of Eminent Domain, and Directing the Town's Staff and Town Attorney to Notify All Persons Affected Thereby of the Above-Stated Intent of the Town, and Thereafter to Comply with All Pertinent Provisions of C.R.S. § 38-1-101, et seq., Relating to Good Faith Negotiations
Department: Engineering and Public Works, Bob Exstrom
Second Reading: November 7, 2022
- E. *ORDINANCE NO. 2.281 - First Reading*
A Bill for an Ordinance Approving and Accomplishing the Annexation of Contiguous Unincorporated Territory Known as the Coyle Property in Douglas County
Department: Community Development, Julia Duncan
Trakit No.: ANX22-006
Second Reading: November 7, 2022
- F. *ORDINANCE NO. 1.391.3 - First Reading*
A Bill for an Ordinance to Amend Section 2.03.020 of the Parker Municipal Code Concerning Town Administrator; Functions And Duties
Department: Town Attorney, Kristin Hoffmann
Second Reading: November 7, 2022

G. *RESOLUTION NO. 22-049*

A Resolution to Adopt the Town of Parker, Colorado 2022 Three-Mile Area Plan

Department: Community Development, Jeremiah Fettig

H. *RESOLUTION NO. 22-055*

A Resolution Accepting the Conveyance of a Multi-Use Easement from Mainstreet Developers LLC for a portion of Lot 5, Mark Six Business Subdivision, Second Amendment

Department: Engineering and Public Works, Alex Mestdagh

I. *RESOLUTION NO. 22-056*

A Resolution Accepting the Conveyance of a Drainage Easement from Crossroads Drive, LLC for a portion of Lot A, Replat of Lot 1, Crossroads Filing No. 2

Department: Engineering and Public Works, Alex Mestdagh

J. *RESOLUTION NO. 22-057*

A Resolution Accepting the Conveyance of a Drainage Easement from New Horizon Real Estate Development – Colorado, LLP for a portion of Lot 11A, Douglas 234 Filing No. 6, Amendment 1

Department: Engineering and Public Works, Alex Mestdagh

K. *CONTRACTS OVER \$100,000*

1. *Canterberry Parkway Redundant Fiber Optic Interconnect (CIP 22-029)*

Amount: \$315,934.78

Contractor: Communication Construction & Engineering

Department: Engineering and Public Works, Spencer Raish

2. *Cimarron Middle School Pond Improvements (CIP 22-028) - Contract Modification*

Amount: Original Amount - \$316,669.00

Modified Amount - \$347,581.69

Contractor: 53 Corporation, LLC

Department: Engineering and Public Works, Alex Mestdagh and Michael Walton

Cheryl Poage moved to approve Consent Agenda Items 4A through 4K.

Todd Hendreks seconded the motion.

A roll call vote was taken:

Cheryl Poage - yes

Todd Hendreks - yes

John Diak - yes

Anne Barrington - yes

Laura Hefta - yes

The motion was approved unanimously.

PUBLIC HEARINGS

A. RESOLUTION NO. 22-052

A Resolution to Adopt an Update of the Parker 2035 Master Plan

Department: Community Development, Jeremiah Fettig

The Public Hearing was opened at 7:16 p.m.

The Parker Road Corridor Plan was adopted as an element of the Master Plan in 2019 and was developed to provide a roadmap that coordinates the Town's and Colorado Department of Transportation's policies and programs as they relate to transportation investments and land development approvals in the Corridor. The proposed update to the Master Plan will incorporate references to the Parker Road Corridor Plan addressing additional transportation and land use related goals and strategies. The next update to the Master Plan will be a major update that is scheduled to start in 2023.

The Planning Commission held a public meeting on September 22, 2022 and unanimously recommended that Town Council approve the proposed update to the Parker 2035 Master Plan.

Public Comment: None.

The Public Hearing was closed at 7:20 p.m.

Todd Hendreks moved to approve Resolution No. 22-052.

Laura Hefta seconded the motion.

A roll call vote was taken:

Cheryl Poage - yes

Todd Hendreks - yes

John Diak - yes

Anne Barrington - yes

Laura Hefta - yes

The motion was approved unanimously.

ORDINANCES**A. ORDINANCE NO. 3.362 - Second Reading****A Bill for an Ordinance to Amend Section 13.10.090 of the Parker Municipal Code Concerning Utilities****Department: Community Development, John Fussa**

This amendment to Subsection 13.10.090, Utilities, of the Municipal Code addresses the location and design of utilities for electric service to individual lots in connection with new development. The proposed amendment updates Parker's utility standards in response to the local electric utility, CORE, revising their policy and standards for utility location and design in a manner that conflicts with those of the Town.

At their October 13, 2022 meeting, the Planning Commission recommended, on a 6-1 vote, that Town Council approve the proposed amendment to Subsection 13.10.090, Utilities. After Town Council adoption, the amended Municipal Code pertaining to utilities will apply to future development applications including those for Site Plan, Preliminary Plan and Final Plat.

Public Comment: Jeff Baudier, 5496 N US Hwy 85, Sedalia, CEO of CORE Electric, spoke in opposition to this ordinance, asked for additional time, and felt that CORE had not been given adequate opportunity to address the issues raised by the ordinance.

Liz Gardner, Xcel Energy, 1800 Larimer Street, Denver, spoke in opposition and asked that Council delay a decision on this ordinance.

Morgan Cullen, 9033 East Easter Place, Suite 200, Centennial spoke in opposition to this ordinance on behalf of the Homebuilders Association of Metro Denver and requested that Council delay their decision to allow for more time to reach a solution.

Cheryl Poage moved to approve Ordinance No. 3.362 on second reading.

Todd Hendreks seconded the motion.

A roll call vote was taken:

Cheryl Poage - yes

Todd Hendreks - yes

John Diak - yes

Anne Barrington - yes

Laura Hefta - yes

The motion was approved unanimously.

B. ORDINANCE NO. 8.28.9 - Second Reading**A Bill for an Ordinance to Amend Section 4.03.050 of the Parker Municipal Code Concerning Business Licenses****Department: Finance, Linda Quade**

Pursuant to SB 22-032, as of July 1, 2022, local taxing jurisdictions may no longer charge a fee to obtain a local business license to any retailer that has a state-issued retail license; makes retail sales within the local taxing jurisdiction; and either does not have a physical presence in the local taxing jurisdiction or only has an incidental physical presence within the jurisdiction. As of July 1, 2023, the Act prohibits local taxing jurisdictions from requiring retailers that meet the criteria set forth above to obtain a local business license.

The Town currently requires all entities that are engaged in business within the Town to obtain a local business license and charges a biennial fee of \$20 for the license. In order to create an equitable environment for those retailers that do have a physical presence within the Town, staff proposes to amend Section 4.03.050 of the Parker Municipal Code to eliminate the fees to apply for and renew a business license entirely.

Additionally, staff proposes to add language to Section 4.03.050 of the Code to clarify that certain retailers will no longer be required to obtain a Town of Parker business license as of July 1, 2023 in compliance with state law.

Public Comment: None.

Anne Barrington moved to approve Ordinance No. 8.28.9 on second reading.

Laura Hefta seconded the motion.

A roll call vote was taken:

Cheryl Poage - yes

Todd Hendreks - yes

John Diak - yes

Anne Barrington - yes

Laura Hefta - yes

The motion was approved unanimously.

CONTRACTS OVER \$500,000**Harvie Open Space Access Improvements (CIP 18-012)****Amount: \$910,934****Contractor: T&M Construction, LLC****Department: Engineering and Public Works, Tom Gill
Parks, Recreation and Open Space, Brett Collins**

This item is for an award of a \$910,934 Trade Contractor Agreement with T&M Construction, LLC., for the Harvie Open Space Access Improvements Project (CIP18-012-CI). The project construction is anticipated to start in November 2022 and be completed by June 2023.

Public Comment: None.

Todd Hendreks moved to approve the staff recommendation as part of the regular agenda.

Laura Hefta seconded the motion.

A roll call vote was taken:

Cheryl Poage - yes

Todd Hendreks - yes

John Diak - yes

Anne Barrington - yes

Laura Hefta - yes

The motion was approved unanimously.

ADJOURNMENT

Cheryl Poage moved to adjourn the Regular Meeting at 8:33 p.m.

Todd Hendreks seconded the motion.

A roll call vote was taken:

Cheryl Poage - yes

Todd Hendreks - yes

John Diak - yes

Anne Barrington - yes

Laura Hefta - yes

The motion was approved unanimously.

Susan L. Irvine, Deputy Town Clerk

Jeff Toborg, Mayor

**TOWN OF PARKER COUNCIL
MINUTES
NOVEMBER 1, 2022**

Mayor Jeff Toborg called the Special Town Council meeting to order at 5:00 p.m. All Councilmembers were present.

Town Attorney Kristin Hoffmann announced the topic for discussion in the Executive Session was one (1) item under C.R.S. § 24-6-402(4)(e) concerning the My Mainstreet plan and downtown development/Confluence Companies.

EXECUTIVE SESSION

Joshua Rivero moved and Todd Hendreks seconded to go into Executive Session at 5:00 p.m., to hold a conference with the Town's attorney to determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e).

The motion was approved unanimously.

Joshua Rivero moved and Todd Hendreks seconded to come out of Executive Session at 8:02 p.m.

The motion was approved unanimously.

Cheryl Poage moved and Todd Hendreks seconded to adjourn the meeting at 8:02 p.m.

The motion was approved unanimously.

Chris Vanderpool, Town Clerk

Jeff Toborg, Mayor



Request for Town Council Action

Date: November 7, 2022

Submitted By: Randy Sale, Assistant Director - Building
John Fussa, Community Development Director

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 4.110.1 – First Reading**
A Bill for an Ordinance to Amend Chapter 11.19 of the Parker Municipal Code Concerning Contractor Registration
Department: Community Development, Randy Sale
Second November 21, 2022
Reading:

EXECUTIVE SUMMARY

Parker has long required most types of contractors to be registered with the Building Division of the Community Development Department to perform construction work in the Town. Proposed Ordinance No. 4.110.1, if approved, will expand the Town's Contractor Registration program to include additional types of contractors to be registered by the Building Division when doing construction work in the Town.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town Council created the Contractor Registration program in 2014. The purpose of this requirement is to ensure that contractors are accountable for their work and to establish a minimum level of protection for the residents, property owners and businesses that hire them. When building permits are necessary, this provision ensures that contractors have at least the minimum insurance that is required and creates a record of the contractor performing construction work for their clients in Town.

Since 2014, the Building Division has taken on additional responsibilities such as administration of the Fire Code. As a result, Building staff has identified the need to extend the Contractor Registration program to other types of contractors to ensure their accountability and provide certain protection(s) as referenced above. Staff, therefore, proposes to make three (3) new types of contractors subject to the Contractor Registration program, including Fire Contractors, Low-Voltage Contractors and Conveyance contractors. The registration requirements for these new types of contractors will include insurance coverage similar to the requirements for contractors that are currently subject to the program. The Fire and Conveyance Contractors will not be charged a registration fee because they are required to be licensed through the State of Colorado,

which collects license fees annually for their companies.

The Building Division staff considers the Contractor Registration program to be a success in providing a baseline level of accountability for their work and protection to clients, so it is appropriate to extend the program to other types of contractors that now require building permits from the Town.

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)

PROMOTE A SAFE AND
HEALTHY COMMUNITY



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH

ATTACHMENTS

1. Ordinance No. 4.110.1

RECOMMENDED MOTION

I move to approve Ordinance No. 4.110.1 on first reading and to schedule second reading for November 21, 2022, as part of the consent agenda.

ORDINANCE NO. 4.110.1, Series of 2022

TITLE: A BILL FOR AN ORDINANCE TO AMEND CHAPTER 11.19 OF THE PARKER MUNICIPAL CODE CONCERNING CONTRACTOR REGISTRATION

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

Section 1. Chapter 11.19, Contractor Registration, of the Parker Municipal Code is amended to read as follows:

Chapter 11.19

Contractor Registration

11.19.010 General.

* * *

(b) Exceptions.

(1) A homeowner is not required to register and is exempt from this Chapter.

(2) Construction trades other than mechanical, electrical, fire, low-voltage, conveyance, and plumbing performing work under a registered general contractor are not required to be registered.

* * *

11.19.030 Class of registration.

It shall be unlawful to perform work which is not authorized under the scope or limits of work for which such contractor registration was issued. Registration classifications are as follows:

(1) Building contractor – CLASS “A.” This registration shall entitle the holder to contract for the construction, alteration, tenant finish, or repair of any type or size of structure permitted by the International Building Code (IBC) or International Residential Code (IRC).

(2) Building contractor – CLASS “B.” This registration shall entitle the holder to contract for the construction, alteration, or repair of multi-family/townhouses with three or more units per structure as permitted by the IBC or IRC.

(3) Building contractor – CLASS “C.” This registration shall entitle the holder to contract for the construction, alteration, or repair of single-family homes and duplexes as permitted by the IBC or IRC.

(4) Building contractor – CLASS “D.” This registration shall entitle the holder to contract for the construction, alteration and repair of, but not limited to, garages, barns, basement finishes, alterations, decks, remodels, and low voltage wiring as permitted by the IBC or IRC.

(5) Conveyance contractor. This registration shall entitle the holder to contract for the construction, alteration, or repair of any conveyance system, including, but not limited to, Commercial New or Residential New installations, as well as any Minor or Major Alterations. Must meet the most current adopted codes in the Town, as well as the most current codes adopted by the State of Colorado.

(6) Electrical contractor. Any person, firm, co-partnership, corporation, association, or combination thereof that undertakes or offers to undertake for another the planning, layout, supervision, installation or repair of wiring apparatus and equipment for electrical light, heat, and power is considered an electrical contractor. Pursuant to Section 12-23-105, C.R.S., electrical contractors are licensed by the State of Colorado and are only required to register with the Town of Parker. Electrical contractors are exempt from the fee requirements of this Section.

(7) Fire contractor (alarm or suppression). This registration shall entitle the holder to contract for the construction, alteration, tenant finish, or repair of any fire related system, including, but not limited to, suppression, alarms, or other special requirements permitted by the International Fire Code (IFC), Building Code (IBC) or International Residential Code (IRC).

(8) Low voltage contractor. This registration shall entitle the holder to contract for the construction, alteration, tenant finish, or repair of any low voltage related system, including but not limited to, fire alarms, data, fiber optics, cabling or security requirements permitted by the National Electrical Code, International Fire Code (IFC), Building Code (IBC) or International Residential Code (IRC).

(9) Mechanical contractor. This registration shall entitle the holder to perform work on heating, ventilation, air conditioning, and refrigerating systems.

(10) Plumbing contractor. Any person, firm, co-partnership, corporation, association, or combination thereof that undertakes or offers to undertake for another the planning, layout, supervision, installation, modification or repair of plumbing systems is considered a plumbing contractor. Pursuant to Section 12-58-105, C.R.S., plumbing contractors are licensed by the State of Colorado and as such are only required to register with Town of Parker. Plumbing contractors are exempt from the fee requirements of this Section.

(11) Roofing contractor. This registration shall entitle the holder to contract for the replacement and repairs of existing roofs as permitted by the IBC or IRC.

11.19.040 Contractor registration fee schedule

Contractor's registration fees shall be as follows:

Contractor Class	Fee Amount
Class "A" contractor	\$200.00
Class "B" contractor	\$150.00
Class "C" contractor	\$100.00
Class "D" contractor	\$75.00
Low voltage contractor	\$75.00
Mechanical contractor	\$75.00
Roofing contractor	\$75.00
Conveyance contractor	Exempt
Electric contractor	Exempt
Fire contractor	Exempt
Plumbing contractor	Exempt

* * *

11.19.070 Insurance requirements.

(a) Prior to registration, the contractor shall file with the Building Official a Certificate of Liability Insurance and Workers' Compensation Insurance (unless contractor qualifies for an exemption under workers' compensation laws). The insurance certificate must be signed by an agent of an insurance company stating that the policy or policies required by this Section have been issued to the contractor. The policy or policies shall state the name of the company, effective date of such policy or policies and the expiration date of the policy or policies. Each insurance policy shall contain an endorsement to the effect that the insurance carrier shall notify the Building Department of the effective date of a reduction or cancellation of the policy. The cancellation or reduction of insurance below the required amount of coverage shall be cause for automatic suspension of the contractor's registration until coverage is reinstated. All policies shall be kept in effect for the period of the registration.

(b) Single occurrence liability insurance shall have the following minimum coverage amounts:

<i>Contractor Class</i>	<i>Coverage Amount</i>
Class "A" contractor	\$1,000,000.00
Class "B" contractor	\$1,000,000.00
Class "C" contractor	\$1,000,000.00

Class "D" contractor	\$1,000,000.00
Conveyance contractor	\$1,000,000.00
Electrical contractor	\$1,000,000.00
Fire contractor	\$1,000,000.00
Low voltage contractor	\$1,000,000.00
Mechanical contractor	\$1,000,000.00
Plumbing contractor	\$1,000,000.00
Roofing contractor	\$1,000,000.00

* * *

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: November 7, 2022

Submitted By: Jen Campbell, Finance Manager

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 1.553.2 - First Reading**
A Bill for an Ordinance to Adopt the 2022 Revised Budget for the Town of Parker and to Make Appropriations for the Same
Department: Finance, Jen Campbell
Second Reading: December 5, 2022

EXECUTIVE SUMMARY

This item is a revision to the 2022 annual budget. Details of the revision are listed as Exhibit A attached to the ordinance.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Budget adjustments for the current year's budget are submitted to Council for consideration several times per year. Supplemental amendments consist of additional/new appropriation requests that were not anticipated at the time of budget development. Section 9.12 of the Parker Municipal Code provides the authority under which these adjustments may occur. For supplemental amendments, additional revenue or available cash is the source of funding.

FINANCIAL IMPACT

	Supplemental Expenditures	Supplemental Revenue	Net Revision
General Fund	\$11,740,861	\$3,990,367	\$7,750,494
Parks and Recreation Fund	304,000	304,000	-
Law Enforcement Assistance Fund	(107,454)	(110,960)	3,506
Cultural Fund	413,428	476,428	(63,000)
Recreation Fund	130,000	20,000	110,000
Public Improvements Fund	500,000	500,000	-
Capital Renewal & Replacement Reserve Fund	300,000	11,500,000	(11,200,000)
Total all funds	\$13,280,835	\$16,679,835	\$(3,399,000)

STRATEGIC GOAL(S)



ENHANCE ECONOMIC
VITALITY

ATTACHMENTS

1. Ordinance No. 1.553.2

RECOMMENDED MOTION

I move to approve Ordinance No. 1.553.2 on first reading and to schedule second reading for December 5, 2022, as part of the consent agenda.

ORDINANCE NO. 1.553.2, Series of 2022

TITLE: A BILL FOR AN ORDINANCE TO ADOPT THE 2022 REVISED BUDGET FOR THE TOWN OF PARKER AND TO MAKE APPROPRIATIONS FOR THE SAME

WHEREAS, the Home Rule Charter of the Town of Parker specifies that Town Council may make additional appropriations by ordinance during the fiscal year for unanticipated expenditures; and

WHEREAS, upon due and proper notice published and posted in accordance with the Town of Parker Home Rule Charter, said proposed budget revisions are open for inspection by the public at the Town Hall.

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

Section 1. The 2022 Revised Budget for the Town of Parker, Colorado, which is attached hereto as **Exhibit A** and incorporated by this reference, is hereby adopted and the monies are appropriated to the various funds as the same are budgeted.

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

2022 Revised Budget Ordinance 1.553.2

1st Reading

November 7, 2022

2nd Reading

December 5, 2022

	Revision	2022 Revised Budget
General Fund		
Beginning fund balance (unaudited)		\$ 28,234,323
Revenue		67,685,739
Revenue revision	3,990,367	3,990,367
Total revised revenue		71,676,106
Total available		99,910,429
Expenditures		71,589,697
Supplemental appropriation	11,740,861	
Total expenditure revision		11,740,861
Total revised expenditures		83,330,558
Ending fund balance		\$ 16,579,871
Parks and Recreation Fund		
Beginning fund balance (unaudited)		\$ 19,459,110
Revenue		12,207,184
Revenue revision	304,000	304,000
Total revised revenue		12,511,184
Total available		31,970,294
Expenditures		16,497,150
Supplemental appropriation	304,000	
Total expenditure revision		304,000
Total revised expenditures		16,801,150
Ending fund balance		\$ 15,169,144

2022 Revised Budget Ordinance 1.553.2

1st Reading

November 7, 2022

2nd Reading

December 5, 2022

	Revision	2022 Revised Budget
Law Enforcement Assistance Fund		
Beginning fund balance (unaudited)		\$ 62,407
Revenue		110,960
Revenue revision	(110,960)	(110,960)
Total revised revenue		-
Total available		62,407
Expenditures		169,861
Supplemental appropriation	(107,454)	
Total expenditure revision		(107,454)
Total revised expenditures		62,407
Ending fund balance		\$ -
Cultural Fund		
Beginning fund balance (unaudited)		\$ 1,191,631
Revenue		6,429,812
Revenue revision	476,428	476,428
Total revised revenue		6,906,240
Total available		8,097,871
Expenditures		6,000,908
Supplemental appropriation	413,428	
Total expenditure revisions		413,428
Total revised expenditures		6,414,336
Ending fund balance		\$ 1,683,535

2022 Revised Budget Ordinance 1.553.2

1st Reading

November 7, 2022

2nd Reading

December 5, 2022

	Revision	2022 Revised Budget
Recreation Fund		
Beginning fund balance (unaudited)		\$ 1,828,126
Revenue		10,956,500
Revenue revision	20,000	20,000
Total revised revenue		10,976,500
Total available		12,804,626
Expenditures		10,205,998
Supplemental appropriation	130,000	
Total expenditure revisions		130,000
Total revised expenditures		10,335,998
Ending fund balance		\$ 2,468,628
Public Improvements Fund		
Beginning fund balance (unaudited)		\$ 50,783,575
Revenue		16,722,634
Revenue revision	500,000	500,000
Total revised revenue		17,222,634
Total available		68,006,209
Expenditures		37,341,862
Supplemental appropriation	500,000	
Total expenditure revisions		500,000
Total revised expenditures		37,841,862
Ending fund balance		\$ 30,164,347

2022 Revised Budget Ordinance 1.553.2

1st Reading

November 7, 2022

2nd Reading

December 5, 2022

	Revision	2022 Revised Budget
Capital Renewal & Replacement Reserve Fund		
Beginning fund balance (unaudited)		\$ 30,871,426
Revenue		9,330,000
Revenue revision	11,500,000	11,500,000
Total revised revenue		20,830,000
Total available		51,701,426
Expenditures		-
Supplemental appropriation	300,000	
Total expenditure revisions		300,000
Total revised expenditures		300,000
Ending fund balance		\$ 51,401,426

Town of Parker**Exhibit A****Summary of Revisions to 2022 Budget Ordinance 1.553.2**

1st reading 11/07/2022

2nd reading 12/05/2022

	Supplemental Expenditures	Supplemental Revenue	Net Revision
General Fund	\$ 11,740,861	\$ 3,990,367	\$ 7,750,494
Parks and Recreation Fund	304,000	304,000	\$ -
Law Enforcement Assistance Fund	(107,454)	(110,960)	\$ 3,506
Cultural Fund	413,428	476,428	\$ (63,000)
Recreation Fund	130,000	20,000	\$ 110,000
Public Improvements Fund	500,000	500,000	\$ -
Capital Renewal & Replacement Reserve Fund	300,000	11,500,000	\$ (11,200,000)
Total all funds	<u>\$ 13,280,835</u>	<u>\$ 16,679,835</u>	<u>\$ (3,399,000)</u>

Expenditures

General Fund

Close Law Enforcement Assistance Fund and transfer activities to General Fund	169,861
Transfer PSCo contribution to Parks & Rec Fund for PSCo trail project	304,000
Move budget for Town Hall Expansion to Capital R&R reserve fund	(300,000)
Transfer to Capital Renewal & Replacement Reserve Fund for expansion projects	11,500,000
PD Seizure fund equipment purchase	67,000

Total General Fund expenditure supplemental revision	\$	11,740,861
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Parks and Recreation Fund

PSCo Corridor trail project	304,000
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Total Parks and Recreation Fund expenditure supplemental revision	\$	304,000
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Law Enforcement Assistance

Close Law Enforcement Assistance Fund and transfer activities to General Fund	(107,454)
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Total Law Enforcement Assistance Fund expenditure supplemental revision	\$	(107,454)
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Cultural Fund

Bank (credit card) fees for additional ticket sales, rentals and classes	18,000
Education expenses for additional class participation	86,500
Third party ticket sales fees for additional ticket sales	308,928

Total Cultural Fund expenditure supplemental revision	\$	413,428
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Recreation Fund

Increase expense for grant-funded bus for Day Camp	110,000
Increase expense for grant-funded day camp scholarships	20,000

Total Recreation Fund expenditure supplemental revision	\$	130,000
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Public Improvements Fund

Increase project cost for Dransfeldt Road Extension	250,000
Increase project cost for Lincoln Avenue Widening	250,000

Total Public Improvements Fund expenditure supplemental revision	\$	500,000
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Capital Renewal & Replacement Reserve Fund

Move budget for Town Hall Expansion to Capital R&R reserve fund	300,000
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Total Capital Renewal & Replacement Reserve Fund expenditure supplemental revision	\$	300,000
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Total expenditure supplemental revision	\$	13,280,835
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Revenues

General Fund

Close Law Enforcement Assistance Fund and transfer revenue/fund balance to General Fund	173,367
Account for Seizure fund revenue	67,000
Account for higher sales tax collections	3,750,000

<i>Total General Fund revenue supplemental revision</i>	\$	3,990,367
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Parks & Recreation Fund

Transfer of PSCo contribution to Parks & Rec Fund for PSCo trail project	304,000
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<i>Total Parks & Recreation Fund revenue supplemental revision</i>	\$	304,000
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Law Enforcement Assistance Fund

Close Law Enforcement Assistance Fund and transfer revenue/fund balance to General Fund	(110,960)
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<i>Total Law Enforcement Assistance Fund revenue supplemental revision</i>	\$	(110,960)
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Cultural Fund

Education Revenues for additional class participation	167,500
Third Party Ticket sales fees for additional ticket sales	308,928

<i>Total Cultural Fund revenue supplemental revision</i>	\$	476,428
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Recreation Fund

Increase grant funding received	20,000
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<i>Total Recreation Fund revenue supplemental revision</i>	\$	20,000
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Public Improvement Fund

Increase Contribution from Douglas County for two road projects	500,000
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<i>Total Public Improvement Fund revenue supplemental revision</i>	\$	500,000
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Capital Renewal & Replacement Reserve Fund

Transfer to Capital Renewal & Replacement Reserve Fund for expansion projects	11,500,000
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<i>Total Renewal & Replacement Reserve Fund revenue supplemental revision</i>	\$	11,500,000
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<i>Total revenue supplemental revision</i>	\$	16,679,835
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Request for Town Council Action

Date: November 7, 2022

Submitted By: Alex Mestdagh, Engineering Service Manager

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 1.571 - First Reading**
A Bill for an Ordinance to Vacate Slope Easements on Tract A-1, Parker Town Center First Amendment Exemption and Tract B, Parker Town Center, as Described in the Final Rule and Order Recorded at Reception No. 2005076961, Pursuant to Section 13.07.120(c)(5) of the Parker Municipal Code
Department: Engineering and Public Works, Alex Mestdagh
Second Reading: November 21, 2022

EXECUTIVE SUMMARY

This ordinance proposes to vacate two slope easements that were acquired to facilitate the construction of Pine Drive south of Mainstreet. The vacations have been requested by the property owner to accommodate development in these areas.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

In 2005, the Town acquired right-of-way and slope easements that were necessary for the construction of Pine Drive south of Mainstreet. This included slope easements on two vacant properties along the west side of the roadway. The owner of the properties is requesting that the slope easements be vacated by the Town in order to locate buildings within these areas.

The purpose of the slope easements is to ensure the stability of the roadway backslopes located on these properties. Since the site grading associated with the proposed developments will add fill to the areas along the roadway, removing the roadway backslopes and ensuring the stability of Pine Drive, there is no need for the slope easements.

The slope easements were acquired by the Town as part of an agreement in which the Town received right-of-way, easements, and other property in exchange for removal of the property's obligation for reimbursement for a portion of the cost to construct Pine Drive. Thus, with no direct payment associated with the acquisition of these slope easements, no reimbursement is proposed to be required for this vacation.

FINANCIAL IMPACT

With these easements acquired as part of a larger agreement, no direct payment was provided for these slope easements and no reimbursement is proposed to be required for this vacation.

STRATEGIC GOAL(S)



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH

ATTACHMENTS

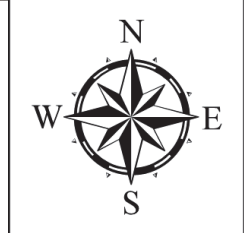
1. Vicinity Map
2. Ordinance No. 1.571

RECOMMENDED MOTION

I move to approve Ordinance No. 1.571 on first reading and to schedule second reading for November 21, 2022, as part of the consent agenda.



Slope Easement Vacation
Vicinity Map



ORDINANCE NO. 1.571, Series of 2022

TITLE: A BILL FOR AN ORDINANCE TO VACATE SLOPE EASEMENTS ON TRACT A-1, PARKER TOWN CENTER FIRST AMENDMENT EXEMPTION, AND TRACT B, PARKER TOWN CENTER, AS DESCRIBED IN THE FINAL RULE AND ORDER RECORDED AT RECEPTION NO. 2005076961, PURSUANT TO SECTION 13.07.120(c)(5) OF THE PARKER MUNICIPAL CODE

WHEREAS, the Town was granted slope easements, pursuant to a Final Rule and Order, by the Douglas County District Court, and recorded at Reception No. 2005076961 of the Douglas County Clerk and Recorder's Office (the "Slope Easements");

WHEREAS, a request has been made to vacate the Slope Easements that are located on the real property described in **Exhibit A**, which is attached hereto and incorporated by this reference (the "Vacation Request");

WHEREAS, the Slope Easements are no longer necessary;

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

WHEREAS, the Town Council desires to approve the Vacation Request.

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

Section 1. The Town Council of the Town of Parker hereby vacates the Slope Easements described in Exhibit A and deems the Slope Easements 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

EXHIBIT A

Carter-Burgess

070908.303.1.0002

October 7, 2002

Property Description

Slope Parcel No. 1A

A portion of a parcel of land described in Book 1850 at Page 1974, Reception Number 00037032, recorded at the Douglas County Clerk and Recorder's Office, lying in the Southeast Quarter of the Northeast Quarter of Section 22, Township 6 South, Range 66 West of the 6th Principal Meridian, County of Douglas, Town of Parker, Colorado, being more particularly described as follows:

COMMENCING at the Southeast Corner of said Southeast Quarter of the Northeast Quarter of Section 22 (2 3/4" aluminum cap stamped "1/4 S22|S23 - LS13155-1993");
WHENCE the Southwest Corner of said Southeast Quarter of the Northeast Quarter of Section 22 (3 1/4" aluminum cap stamped "E 1/16 C-C S22 - PLS24667-1998") bears S89°09'35"W a distance of 1331.92 feet (Basis of Bearing - assumed);
THENCE N48°09'00"W a distance of 1027.54 feet to the POINT OF BEGINNING;
THENCE S25°24'04"W a distance of 83.74 feet;
THENCE N85°59'23"W a distance of 69.23 feet;
THENCE N14°11'33"E a distance of 54.32 feet;
THENCE N72°55'00"E a distance of 36.34 feet;
THENCE N12°52'57"E a distance of 88.86 feet;
THENCE N00°25'13"W a distance of 189.51 feet;
THENCE N41°04'22"E a distance of 38.91 feet;
THENCE N00°25'44"W a distance of 20.62 feet;
THENCE S35°48'08"E a distance of 24.56 feet;
THENCE S00°25'13"E tangent with the following described curve a distance of 232.93 feet;
THENCE along the arc of a curve to the right, having a central angle of 6°02'54", a radius of 624.00 feet, a chord bearing S02°36'14"W a distance of 65.84 feet, and an arc distance of 65.87 feet to the POINT OF BEGINNING.

Containing 13,249.42 square feet, (0.407 Acres), more or less.


Kenneth W. Carlson PLS. 24942

Date: 10-08-02

Job No. 070908.303.1.0002

For and on the behalf of

Carter & Burgess, Inc.

216 16th Street, Suite 1700

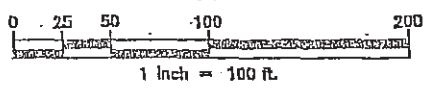
Denver CO 80202

Phone: (303) 820-5240 Fax: (303) 820-2402

SE 1/4 NE 1/4 SEC 22
T6S, R66W, 6TH P.M.

BOOK 1850 PAGE 1974
RECEPTION NO. 00037032

BOOK 1825 PAGE 482
RECEPTION NO. 9891155



SW COR SE 1/4 NE 1/4
SEC 22, T6S, R66W, 6TH P.M.
FND 3 1/4" ALUM CAP
STAMPED "E 1/16 C-C S22
PLS 24667-1998"

POINT OF COMMENCEMENT
SE COR NE 1/4
SEC 22, T6S, R66W, 6TH P.M.
FND 2 3/4" ALUM CAP STAMPED
"1/4 S22/S23 LS13155 - 1993"

S 89°09'35" W 1331.92'

SL'Y LINE SE 1/4 NE 1/4 SEC 22
BASIS OF BEARING (ASSUMED)

CARTER & BURGESS PROJECT NO.		070908	
CLIENT PROJECT NO.			
REVISION DESCRIPTION			
DRAWN	jad	DATE 10-7-02	SCALE 1" = 100'
Carter & Burgess			
216 18th Street Mall, Suite 1700, Denver CO 80202 (303) 520-8248 Fax (303) 520-1042			
THIS MATERIAL AND ANY ASSOCIATED ELECTRONIC DATA WAS PREPARED BY CARTER & BURGESS, INC. FOR THE PROJECT INDICATED. ANY REUSE OR MODIFICATION WITHOUT THE WRITTEN CONSENT OF CARTER & BURGESS SHALL BE AT THE SOLE RISK OF THE USER.			

PINE DRIVE EXTENSION MAIN STREET & PINE, DOUGLAS COUNTY, TOWN OF PARKER, COLORADO		
TITLE EXHIBIT SLOPE PARCEL #1A		
REVISION: 0	DRAWING NO. SLOPE-ESMT1A	SHEET NO. 1 OF 1

EXHIBIT

MAIN STREET

N 00°25'44" W
20.62'

S 35°48'08" E
24.56'

N 41°04'22" E
38.91'

SLOPE PARCEL NO. 1A
17,729 SQ FT (0.407 ACRES)

Radius= 624.00
Delta= 06°02'54"
Arc= 65.87
Tangent= 32.97
Chord= 65.84
Chord Brg. S 02°36'14" W

POINT OF BEGINNING

N 72°55'00" E
36.34'

N 14°11'33" E
54.32'

N 00°25'13" W
189.51'

S 00°25'13" E
232.93'

N 12°52'57" E
88.86'

S 25°24'04" W
83.74'

N 85°59'23" W
69.23'

N 102°54'
48°09'00" W

WATER AND SANITATION
EASEMENT BK 1203 PG 568

Carter-Burgess

070908.303.1.0002

October 7, 2002

Property Description

Slope Parcel No. 1B

A portion of a parcel of land described in Book 1850 at Page 1974, Reception Number 00037032, recorded at the Douglas County Clerk and Recorder's Office, lying in the Southeast Quarter of the Northeast Quarter of Section 22, Township 6 South, Range 66 West of the 6th Principal Meridian, County of Douglas, Town of Parker, Colorado, being more particularly described as follows:

COMMENCING at the Southeast Corner of said Southeast Quarter of the Northeast Quarter of Section 22 (2 3/4" aluminum cap stamped "1/4 S22|S23 - LS13155-1993");
WHENCE the Southwest Corner of said Southeast Quarter of the Northeast Quarter of Section 22 (3 1/4" aluminum cap stamped "E. 1/16 C-C S22 - PLS24667-1998") bears S89°09'35"W a distance of 1331.92 feet (Basis of Bearing - assumed);
THENCE S89°09'35"W along the southerly line of said Southeast Quarter of the Northeast Quarter of Section 22 a distance of 924.71 feet to the POINT OF BEGINNING;
THENCE continuing S89°09'35"W along said southerly line a distance of 19.04 feet;
THENCE N12°31'44"E a distance of 194.23 feet;
THENCE N04°31'49"E a distance of 73.42 feet;
THENCE N02°12'26"E a distance of 152.10 feet;
THENCE N44°12'07"E a distance of 27.62 feet;
THENCE S23°05'29"E a distance of 45.98 feet;
THENCE S78°32'40"E a distance of 22.56 feet;
THENCE S14°05'46"W tangent with the following described curve a distance of 332.93 feet;
THENCE along the arc of a curve to the left, having a central angle of 5°19'22", a radius of 710.00 feet, a chord bearing S11°26'05"W a distance of 65.93 feet, and an arc distance of 65.96 feet to the POINT OF BEGINNING.

Containing 12.70 acres, more or less, (0.292 Acres), more or less.

Kenneth J. Carlson PLS 24942

Date: 10-7-02

Job No. 070908.303.1.0002

For and on the behalf of

Carter & Burgess, Inc.

216 16th Street, Suite 1700

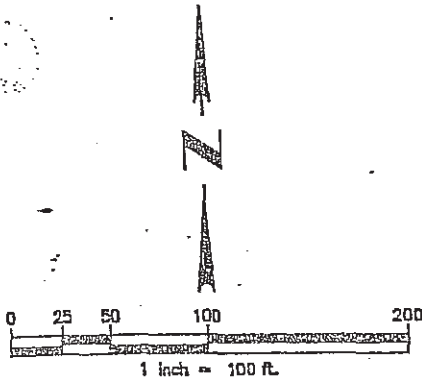
Denver CO 80202

Phone: (303) 820-5240 Fax: (303) 820-2402

EXHIBIT

BOOK 1625 PAGE 482

WATER AND SANITATION
EASEMENT BY 1203 PG 588



SE 1/4 NE 1/4 SEC 22
T6S, R66W, 6TH P.M.

BOOK 1850 PAGE 1974
RECEPTION NO. 00037032

N 44°12'07" E 27.62'
S 23°05'29" E 45.98'
S 78°32'40" E 22.56'
SLOPE PARCEL NO. 1B
12,734 SQ FT (0.292 ACRES)

Radius= 710.00
Delta= 05°19'22"
Arc= 65.96
Tangent= 33.00
Chord= 65.93
Chord Brg. S 11°26'05" W

SW COR SE 1/4 NE 1/4
SEC. 22, T6S, R66W, 6TH P.M.
FND 3 1/4" ALUM CAP
STAMPED "E 1/16 C-C S22
PLS 24667-1998"

S 89°09'35" W
1331.92'

SL'Y LINE SE 1/4 NE 1/4 SEC 22
BASIS OF BEARING (ASSUMED)

N 12°31'44" E 194.23'
N 04°31'49" E N 02°12'26" E
S 14°05'46" W 332.93'
S 89°09'35" W 19.04'

POINT OF BEGINNING

S 89°09'35" W 924.71'

POINT OF COMMENCEMENT
SE COR NE 1/4
SEC 22, T6S, R66W, 6TH P.M.
FND 2 3/4" ALUM CAP STAMPED
"1/4 S22[S23 LS13155 - 1993"

CARTER & BURGESS PROJECT NO.		070908
CLIENT PROJECT NO.		
REVISION DESCRIPTION		
DRAWN	Jad	DATE 10-7-02 SCALE 1" = 100'

Carter & Burgess

216 16th Street Mall, Suite 1700, Denver CO 80202
(303) 830-8240 Fax (303) 830-1842

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PINE DRIVE EXTENSION
MAIN STREET & PINE, DOUGLAS
COUNTY, TOWN OF PARKER, COLORADO

TITLE: EXHIBIT SLOPE PARCEL #1B		
REVISION: 0	DRAWING NO. SLOPE-ESMT1B	SHEET NO. 1 OF 1

Carter-Burgess

070908.303.1.0002

October 7, 2002

Property Description
Slope Parcel No. 1C

A portion of a parcel of land described in Book 1850 at Page 1974, Reception Number 00037032, recorded in the Douglas County Clerk and Records Office, lying in the Southeast Quarter of the Northeast Quarter of Section 22, Township 6 South, Range 66 West of the 6th Principal Meridian, County of Douglas, Town of Parker, Colorado, being more particularly described as follows:

COMMENCING at the Southeast Corner of said Southeast Quarter of the Northeast Quarter of Section 22 (2 3/4" aluminum cap stamped "1/4 S22|S23 - LS13155-1993");
WHENCE the Southwest Corner of said Southeast Quarter of the Northeast Quarter of Section 22 (3 1/4" aluminum cap stamped "E 1/16 C-C S22 - PLS24667-1998") bears S89°09'35"W a distance of 1331.92 feet (Basis of Bearing - assumed);
THENCE S89°09'35"W along the southerly line of said Southeast Quarter of the Northeast Quarter of Section 22 a distance of 821.27 feet to the POINT OF BEGINNING;
THENCE continuing S89°09'35"W along said southerly line, and non-tangent with the following described curve a distance of 19.09 feet;
THENCE along the arc of a curve to the right, having a central angle of 4°02'07", a radius of 627.00 feet, a chord bearing of N12°04'42"E a distance of 44.15 feet, and an arc distance of 44.16 feet;
THENCE N14°05'46"E tangent with the last described curve a distance of 137.18 feet;
THENCE N35°48'58"E a distance of 54.04 feet;
THENCE S14°05'46"W a distance of 226.59 feet to the POINT OF BEGINNING.

Containing 4.89 Acres (0.093 Acres), more or less.


Kenneth J. Carlson PLS 24942

Date: 10-07-02

Job No. 070908.303.1.0002

For and on the behalf of

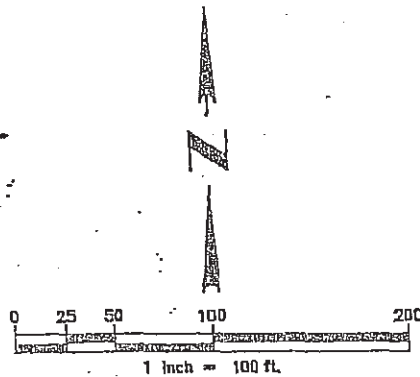
Carter & Burgess, Inc.

216 16th Street, Suite 1700

Denver CO 80202

Phone: (303) 820-5240 Fax: (303) 820-2402

EXHIBIT



BOOK 1625 PAGE 482

WATER AND SANITATION
EASEMENT BK 1203 PG 588

SE 1/4 NE 1/4 SEC 22
T6S, R66W, 6TH P.M.

BOOK 1850 PAGE 1974
RECEPTION NO. 00037032

N 35°48'58" E
54.04'

SLOPE PARCEL NO. 1C
4,060 SQ FT (0.093 ACRES)

Radius= 627.00
Delta= 04°02'07"
Arc= 44.16
Tangent= 22.09
Chord= 44.15
Chord Brg. N 12°04'42" E

N 14°05'46" E
137.18'
S 14°05'46" W
226.59'
S 89°09'35" W
19.09'

SW COR SE 1/4 NE 1/4
SEC 22, T6S, R66W, 6TH P.M.
FND 3 1/4" ALUM CAP
STAMPED "E 1/16 C-C S22"
PLS 24667-1998"

S 89°09'35" W
1331.92'

SL'Y LINE SE 1/4 NE 1/4 SEC 22
BASIS OF BEARING (ASSUMED)

POINT OF BEGINNING

S 89°09'35" W 821.27'

POINT OF COMMENCEMENT
SE COR NE 1/4
SEC 22, T6S, R66W, 6TH P.M.
FND 2 3/4" ALUM CAP STAMPED
"1/4 S22/S23 LS13155.- 1993"

CARTER & BURGESS PROJECT NO.		070908
CLIENT PROJECT NO.		
REVISION DESCRIPTION		
DRAWN	job	DATE 10-7-02 SCALE 1" = 100'

Carter & Burgess

216 16th Street Mall, Suite 1700, Denver CO 80202
(303) 839-8240 Fax (303) 820-4612

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PINE DRIVE EXTENSION
MAIN STREET & PINE, DOUGLAS
COUNTY, TOWN OF PARKER, COLORADO

TITLE

EXHIBIT
SLOPE PARCEL #1C

REVISION:

0

DRAWING NO.

SLOPE-ESMT1C

SHEET NO.

1 OF 1



Request for Town Council Action

Date: November 7, 2022

Submitted By: Michael Grabczyk, Project Engineer

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 9.335.1 - First Reading**
A Bill for an Ordinance Approving the First Amendment to Agreement Regarding Design and Construction of Drainage and Flood Control Improvements for Cottonwood Meadows Tributary (Agreement No. 21-05.15A Project No. 108520) By and Between Urban Drainage and Flood Control District d/b/a Mile High Flood District and the Town of Parker
Department: Engineering and Public Works, Michael Grabczyk
Second Reading: November 21, 2022

EXECUTIVE SUMMARY

The Town of Parker and the Mile High Flood District formerly the Urban Drainage and Flood Control District (MHFD) have identified the Cottonwood Meadows Tributary as a reach of major drainageway requiring rehabilitation to support existing and future Town growth. To this end, the Town and MHFD have executed an intergovernmental agreement for the design and construction of flood control improvements on Cottonwood Meadows Tributary. This ordinance proposes an amendment to this agreement which will bring in additional funds from the MHFD to complete funding for the construction of the project.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town of Parker and the MHFD have partnered previously to design and construct several major drainage projects within the Town. This reach was originally constructed in the early 1980s and has been identified as an area of concern for stormwater quality and flood conveyance due to updates in design standards and regulations since its original construction. Due to the older design strategy, this reach has experienced aggradation or sediment accumulation over time, causing a reduction in flood conveyance and decrease in the water quality of Cherry Creek. Additionally, this drainageway is considered a Waters of the United States and, as such, any dredging or sediment removal for maintenance requires federal permitting, which is difficult to obtain with the channel's current configuration. This project is anticipated to propose the installation of channel improvements such as outfall forebays, a

natural low-flow channel, increased flood conveyance, and a formalized connection to Cherry Creek. Construction of this project in conjunction with the MHFD will also enter the reach into their Maintenance Eligibility Program (MEP), which allows the Town to leverage funds from the MHFD for both routine maintenance and more intensive maintenance activities. This IGA amendment will bring in additional funds from the MHFD to complete funding for the construction of the project.

FINANCIAL IMPACT

This IGA amendment commits no new funds from the Town, but allows for additional funds from the MHFD to be contributed to the project.

2021 Design and partial construction funding:

Town of Parker \$600,000

MHFD \$170,000

2022 Construction funding:

Town of Parker \$0

MHFD \$255,000

STRATEGIC GOAL(S)



**INNOVATE WITH
COLLABORATIVE
GOVERNANCE**



**PROMOTE A SAFE AND
HEALTHY COMMUNITY**

ATTACHMENTS

1. Vicinity Map - Cottonwood Meadows Tributary
2. Ordinance No. 9.335.1

RECOMMENDED MOTION

I move to approve Ordinance No. 9.335.1 on first reading and to schedule second reading for November 21, 2022, as part of the consent agenda.

Cottonwood Meadows Tributary

**PROJECT
LOCATION**



0 280 560 Feet

Stormwater

- | | | |
|---------------------|------------------------------|----------------------------|
| Inlet | Storm Pipe | Drop or Check |
| Inlet - by Others | Storm Pipe - by Others | Drop or Check - by Others |
| Outfall | Culvert | Streams |
| Outfall - by Others | Culvert - by Others | Pond |
| Manhole | Channel or Swale | Pond - by Others |
| Manhole - by Others | Channel or Swale - by Others | Retention Pond |
| | | Retention Pond - by Others |

Other Features

- | |
|----------------------------|
| Floodway |
| 100 Year Floodplain |
| Riparian Conservation Zone |
| Maintenance Regions |
| Town Boundary |

* Layers displayed in the map image are dependent on active layers at the time of print and may not reflect all layers shown in this legend.

ORDINANCE NO. 9.335.1, Series of 2022

TITLE: A BILL FOR AN ORDINANCE APPROVING THE FIRST AMENDMENT TO AGREEMENT REGARDING DESIGN AND CONSTRUCTION OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR COTTONWOOD MEADOWS TRIBUTARY (AGREEMENT NO. 21-05.15A PROJECT NO. 108520) BY AND BETWEEN URBAN DRAINAGE AND FLOOD CONTROL DISTRICT D/B/A MILE HIGH FLOOD DISTRICT AND THE TOWN OF PARKER

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

Section 1. The Town Council of the Town of Parker hereby approves the First Amendment to Agreement Regarding Design and Construction of Drainage and Flood Control Improvements for Cottonwood Meadows Tributary (Agreement No. 21-05.15A Project No. 108520) by and between Urban Drainage and Flood Control District d/b/a Mile High Flood District and the Town of Parker, which is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

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

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

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

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

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

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

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

EXHIBIT 1

FIRST AMENDMENT TO AGREEMENT REGARDING DESIGN AND CONSTRUCTION OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR COTTONWOOD MEADOWS TRIBUTARY TOWN OF PARKER

Agreement No. 21-05.15A
Project No. 108520

THIS FIRST AMENDMENT TO AGREEMENT (hereinafter called "FIRST AMENDMENT"), by and between URBAN DRAINAGE AND FLOOD CONTROL DISTRICT D/B/A MILE HIGH FLOOD DISTRICT (hereinafter called "DISTRICT") and TOWN OF PARKER (hereinafter called "TOWN") and collectively known as "PARTIES";

WITNESSETH:

WHEREAS, PARTIES have entered into "Agreement Regarding Design and Construction of Drainage and Flood Control Improvements for Cottonwood Meadows Tributary" (Agreement No. 21-05.15) dated August 11, 2021, (hereinafter called "AGREEMENT"); and

WHEREAS, PARTIES now desire to now desire to proceed with design and construction of drainage and flood control improvements for Cottonwood Meadows Tributary (hereinafter called "PROJECT"); and

WHEREAS, PARTIES desire to increase the level of funding by \$255,000; and

WHEREAS, DISTRICT'S Board of Directors has authorized additional DISTRICT financial participation for PROJECT (Resolution No. 14, Series of 2022); and

WHEREAS, the Town Council of TOWN and the Board of Directors of DISTRICT have authorized, by appropriation or resolution, all of PROJECT costs of the respective PARTIES.

NOW, THEREFORE, in consideration of the mutual promises contained herein, PARTIES hereto agree as follows:

1. Paragraph 4. PROJECT COSTS AND ALLOCATION OF COSTS is deleted and replaced as follows:

4. PROJECT COSTS AND ALLOCATION OF COSTS

- A. PARTIES agree that for the purposes of this AGREEMENT, PROJECT costs shall consist of and be limited to the following:
 - 1. Final design services;
 - 2. Construction of improvements;
 - 3. Contingencies mutually agreeable to PARTIES.
- B. It is understood that PROJECT costs as defined above are not to exceed \$1,025,000 without amendment to this AGREEMENT.

PROJECT costs for the various elements of the effort are estimated as follows:

<u>ITEM</u>	<u>AS AMENDED</u>		<u>ORIGINAL</u>
1. Final Design	\$	350,000	\$ 350,000
2. Construction *	\$	675,000	\$ 420,000
3. Contingency	\$	-0-	\$ -0-
Grand Total	\$	1,025,000	\$ 770,000

* It is anticipated that funds for construction shall be added to this Agreement at a future date.

This breakdown of costs is for estimating purposes only. Costs may vary between the various elements of the effort without amendment to this AGREEMENT provided the total expenditures do not exceed the maximum contribution by all PARTIES plus accrued interest.

C. Based on total PROJECT costs, the maximum percent and dollar contribution by each party shall be:

	<u>Percentage Share</u>	<u>Previously Contributed</u>	<u>Additional Contribution</u>	<u>Maximum Contribution</u>
DISTRICT	41.46%	\$170,000	\$255,000	\$425,000
TOWN	58.54%	\$600,000	\$ -0-	\$600,000
TOTAL	100.00%	\$770,000	\$255,000	\$1,025,000

2. Paragraph 5. MANAGEMENT OF FINANCES is deleted and replaced as follows:

5. MANAGEMENT OF FINANCES

As set forth in DISTRICT policy (Resolution No. 11, Series of 1973, Resolution No. 49, Series of 1977, and Resolution No. 37, Series of 2009), the funding of a local body's share may come from its own revenue sources or from funds received from state, federal or other sources of funding without limitation and without prior DISTRICT approval.

Payment of each PARTY'S full share (TOWN - \$600,000; DISTRICT - \$425,000) shall be made to DISTRICT subsequent to execution of this AGREEMENT and within 30 days of request for payment by DISTRICT. The payments by PARTIES shall be held by DISTRICT in a special fund to pay for increments of PROJECT as authorized by PARTIES, and as defined herein. DISTRICT shall provide a periodic accounting of PROJECT funds as well as a periodic notification to TOWN of any unpaid obligations. Any interest earned by the monies contributed by PARTIES shall be accrued to the special fund established by DISTRICT for PROJECT and such interest shall be used only for PROJECT upon approval by the contracting officers (Paragraph 13).

Within one year of completion of PROJECT if there are monies including interest earned remaining which are not committed, obligated, or disbursed, each party shall receive a share of such monies, which shares shall be computed as were the original shares; or at TOWN

request, TOWN share of remaining monies shall be transferred to another special fund held by DISTRICT.

3. All other terms and conditions of this AGREEMENT shall remain in full force and effect.

WHEREFORE, PARTIES hereto have caused this FIRST AMENDMENT to be executed by properly authorized signatories as of the date and year written below.

URBAN DRAINAGE AND
FLOOD CONTROL DISTRICT D/B/A
MILE HIGH FLOOD DISTRICT

By_____

Name Laura A. Kroeger

Title Executive Director

Date_____

Checked By

TOWN OF PARKER

Jeff Toborg, Mayor

Date_____

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM AND SUFFICIENCY:

Town Attorney's Office



Request for Town Council Action

Date: November 7, 2022

Submitted By: Michael Grabczyk, Project Engineer

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 9.338.1 - First Reading**
A Bill for an Ordinance Approving the First Amendment to Agreement Regarding Design and Construction of Drainage and Flood Control Improvements for Upper Jordan Road Tributary at Bradbury Ranch (Agreement No. 21-05.17A, Project No. 108522) by and between Urban Drainage and Flood Control District d/b/a Mile High Flood District and the Town of Parker
Department: Engineering and Public Works, Michael Grabczyk
Second Reading: November 21, 2022

EXECUTIVE SUMMARY

The Town of Parker and the Mile High Flood District formerly the Urban Drainage and Flood Control District (MHFD) have identified the Upper Jordan Road Tributary as a reach of major drainageway requiring rehabilitation to support existing and future Town growth. To this end, the Town and MHFD have executed an intergovernmental agreement (IGA) for the design and construction of flood control improvements on Upper Jordan Road Tributary. This ordinance proposes an amendment to this agreement which will bring in additional funds for the construction of the project.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town of Parker and MHFD have partnered previously to design and construct several major drainageway projects within the Town. This reach is located within the Bradbury Ranch development and has been identified as an area of concern for flood conveyance and long-term maintenance. The reach contains two in-line stormwater ponds and has experienced aggradation or sediment accumulation over time, as well as an immense growth of cattails causing a reduction in flood conveyance. Additionally, the elevation and design of the contributing storm outfalls are not conducive to long-term maintenance. This project is anticipated to propose the installation of channel improvements such as outfall forebays, channel widening for increased flood conveyance, selective relocation and dredging of cattail areas, and retrofitting of existing

concrete storm structures. This IGA amendment will fund the construction of the project.

FINANCIAL IMPACT

This project has been identified in the Stormwater Capital Improvements Projects 10-year plan and is included within the 2022 budget approved by Town Council. Additional funds remaining from a 2007 joint project between the Town and MHFD was contributed to this project as a special fund transfer. This IGA amendment for the 2022 contributions will fund the remaining construction costs for the project.

2021 Design and Partial Construction Funding:

Town of Parker	\$300,000.00
MHFD	\$300,000.00
Special Fund Transfer	\$46,350.16

2022 Construction Funding:

Town of Parker	\$600,000.00
MHFD	\$130,000.00

STRATEGIC GOAL(S)



INNOVATE WITH
COLLABORATIVE
GOVERNANCE



PROMOTE A SAFE AND
HEALTHY COMMUNITY

ATTACHMENTS

1. Vicinity Map - Jordan Tributary at Bradbury
2. Ordinance No. 9.338.1

RECOMMENDED MOTION

I move to approve Ordinance No. 9.338.1 on first reading and to schedule second reading for November 21, 2022, as part of the consent agenda.

REACH MAP

JORDAN TRIBUTARY AT BRADBURY RANCH



ORDINANCE NO. 9.338.1, Series of 2022

TITLE: A BILL FOR AN ORDINANCE APPROVING THE FIRST AMENDMENT TO AGREEMENT REGARDING DESIGN AND CONSTRUCTION OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR UPPER JORDAN ROAD AT BRADBURY RANCH (AGREEMENT NO. 21-05.17A, PROJECT NO. 108522) BY AND BETWEEN URBAN DRAINAGE AND FLOOD CONTROL DISTRICT D/B/A MILE HIGH FLOOD DISTRICT AND THE TOWN OF PARKER

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

Section 1. The Town Council of the Town of Parker hereby approves the First Amendment to Agreement Regarding Design and Construction of Drainage and Flood Control Improvements for Upper Jordan Road Tributary at Bradbury Ranch (Agreement No. 21-05.17A, Project No. 108522) by and between Urban Drainage and Flood Control District d/b/a Mile High Flood District and the Town of Parker, which is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

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

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

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

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

FIRST AMENDMENT TO
AGREEMENT REGARDING
DESIGN AND CONSTRUCTION
OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR
UPPER JORDAN ROAD TRIBUTARY AT BRADBURY RANCH
TOWN OF PARKER

Agreement No. 21-05.17A
Project No. 108522

THIS FIRST AMENDMENT TO AGREEMENT (hereinafter called "FIRST AMENDMENT"), by and between URBAN DRAINAGE AND FLOOD CONTROL DISTRICT D/B/A MILE HIGH FLOOD DISTRICT (hereinafter called "DISTRICT") and TOWN OF PARKER (hereinafter called "TOWN") and collectively known as "PARTIES";

WITNESSETH:

WHEREAS, PARTIES have entered into "Agreement Regarding Design and Construction of Drainage and Flood Control Improvements for Upper Jordan Road Tributary at Bradbury Ranch" (Agreement No. 21-05.17) dated August 25, 2021, (hereinafter called "AGREEMENT"); and

WHEREAS, PARTIES now desire to proceed with design and construction of drainage and flood control improvements for Upper Jordan Road Tributary at Bradbury Ranch, Town of Parker (hereinafter called "PROJECT"); and

WHEREAS, PARTIES desire to increase the level of funding by \$730,000; and

WHEREAS, DISTRICT'S Board of Directors has authorized additional DISTRICT financial participation for PROJECT (Resolution No. 20, Series of 2022); and

WHEREAS, the TOWN Commissioners of TOWN and the Board of Directors of DISTRICT have authorized, by appropriation or resolution, all of PROJECT costs of the respective PARTIES.

NOW, THEREFORE, in consideration of the mutual promises contained herein, PARTIES hereto agree as follows:

1. Paragraph 4. PROJECT COSTS AND ALLOCATION OF COSTS is deleted and replaced as follows:

4. PROJECT COSTS AND ALLOCATION OF COSTS

- A. PARTIES agree that for the purposes of this AGREEMENT, PROJECT costs shall consist of and be limited to the following:
 1. Final design services;
 2. Construction of improvements;
 3. Contingencies mutually agreeable to PARTIES.
- B. It is understood that PROJECT costs as defined above are not to exceed \$1,376,350.16 without amendment to this AGREEMENT.

PROJECT costs for the various elements of the effort are estimated as follows:

<u>ITEM</u>	<u>AS AMENDED</u>		<u>ORIGINAL</u>
1. Final Design	\$	376,350.16	\$ 246,350.16
2. Construction *	\$	1,000,000.00	\$ 400,000.00
3. Contingency	\$	-0-	\$ -0-
Grand Total	\$	1,376,350.16	\$ 646,350.16

* It is anticipated that funds for construction shall be added to this Agreement at a future date.

This breakdown of costs is for estimating purposes only. Costs may vary between the various elements of the effort without amendment to this AGREEMENT provided the total expenditures do not exceed the maximum contribution by all PARTIES plus accrued interest.

C. At the request of TOWN, the following TOWN funds may be transferred to PROJECT from a separate special fund held by DISTRICT:

Transfer from: Cherry Creek at Mainstreet Agreement No. 07-01.19 Amount:
\$46,350.16

D. Based on total PROJECT costs, the maximum percent and dollar contribution by each party shall be:

	<u>Percentage Share</u>	<u>Previously Contributed</u>	<u>Additional Contribution</u>	<u>Maximum Contribution</u>
DISTRICT	31.24%	\$300,000.00	\$130,000.00	\$430,000.00
TOWN	68.76%	\$300,000.00	\$600,000.00	\$900,000.00
Special Fund Transfer		\$46,350.16	-0-	\$46,350.16
TOTAL	100.00%	\$646,350.16	\$730,000.00	\$1,376,350.16

2. Paragraph 5. MANAGEMENT OF FINANCES is deleted and replaced as follows:

5. MANAGEMENT OF FINANCES

As set forth in DISTRICT policy (Resolution No. 11, Series of 1973, Resolution No. 49, Series of 1977, and Resolution No. 37, Series of 2009), the funding of a local body's share may come from its own revenue sources or from funds received from state, federal or other sources of funding without limitation and without prior DISTRICT approval.

Payment of each PARTY'S full share (TOWN - \$946,350.16; DISTRICT - \$430,000) shall be made to DISTRICT subsequent to execution of this AGREEMENT and within 30 days of request for payment by DISTRICT. The payments by PARTIES shall be held by DISTRICT in a special fund to pay for increments of PROJECT as authorized by PARTIES, and as defined herein. DISTRICT shall provide a periodic accounting of PROJECT funds as well as a periodic notification to TOWN of any unpaid obligations. Any interest earned by the monies contributed by PARTIES shall be accrued to the special fund established by

DISTRICT for PROJECT and such interest shall be used only for PROJECT upon approval by the contracting officers (Paragraph 13).

Within one year of completion of PROJECT if there are monies including interest earned remaining which are not committed, obligated, or disbursed, each party shall receive a share of such monies, which shares shall be computed as were the original shares; or at TOWN request, TOWN share of remaining monies shall be transferred to another special fund held by DISTRICT.

3. All other terms and conditions of this AGREEMENT shall remain in full force and effect.

WHEREFORE, PARTIES hereto have caused this FIRST AMENDMENT to be executed by properly authorized signatories as of the date and year written below.

URBAN DRAINAGE AND
FLOOD CONTROL DISTRICT D/B/A
MILE HIGH FLOOD DISTRICT

By_____

Name Laura A. Kroeger

Title Executive Director

Date_____

Checked By

TOWN OF PARKER

Jeff Toborg, Mayor

Date_____

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM AND SUFFICIENCY:

Town Attorney's Office



Request for Town Council Action

Date: November 7, 2022

Submitted By: Chris Hudson, Deputy Director of Engineering

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 1.572 - First Reading**
A Bill for an Ordinance Stating the Intent of the Town of Parker to Acquire Certain Property Interests for the Purpose of Constructing and Improving Pikes Peak Drive, a Town Roadway, Through the Utilization of the Town's Power of Eminent Domain, and Directing the Town's Staff and Town Attorney to Notify all Persons Affected Thereby of the Above-Stated Intent of the Town, and Thereafter to Comply with all Pertinent Provisions of C.R.S. 38-1-101, *et seq.*, Relating to Good Faith Negotiations
Department: Engineering & Public Works, Chris Hudson
Second November 21, 2022
Reading:

EXECUTIVE SUMMARY

This item is for an ordinance to provide notice of the Town's intent to acquire needed permanent sidewalk easements and temporary construction easements for proposed improvements on Pikes Peak Drive between Mainstreet and the Sulphur Gulch Trail.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town is currently in the design phase for an upcoming capital improvement project known as the Pikes Peak Drive Sidewalks project (the "Project"). The Project proposes to make sidewalk and pedestrian lighting improvements to Pikes Peak Drive between Mainstreet and the Sulphur Gulch Trail. The Project's main goal is to widen the existing sidewalk which is not currently ADA (Americans with Disabilities Act) compliant and add pedestrian lighting to improve pedestrian mobility, capacity, and comfort along this stretch of Pikes Peak Drive. The improved sidewalk width will vary between six (6) and eight (8) feet, depending on existing site improvements and landscaping. Integral colored concrete sidewalks and pedestrian lighting like the adjacent section of Mainstreet will be utilized for consistency. The Town is currently anticipating construction of the improvements in 2023.

Town staff has already commenced coordination/discussion of the necessary easements with the

adjacent property owners and the improvement designs have been modified based on individual property issues/constraints such as landscaping (trees). In all, a total of fifteen (15) parcels were identified that required easements. Due to the nature of the sidewalk improvements being seen as an improvement to the adjacent property owners, ten (10) of the parcels have or are executing the appropriate documents for the project. The remaining five (5) properties are currently unresponsive, which is why staff would like to proceed with this acquisition. Attached is a “Property Owner Legend” map that highlights the remaining parcels requiring acquisition.

To accommodate the sidewalk and lighting improvements, acquisition of permanent easements (PE) and/or temporary construction easements (TCE) are required from the five (5) remaining properties along the project limits. The PE language will be limited to sidewalk and lighting improvements. The TCE language will have a fixed time duration and terminate at the end of the time period established in TCE agreement. There are four (4) remaining PE areas plus five (5) remaining TCE areas identified and, included with this item, is a vicinity map with the affected parcels highlighted. As the sidewalk improvements are adjacent/parallel to Pikes Peak Drive, the easements needed result in a narrow strip of area being needed on each property.

The permanent easement acquisition will affect properties 5, 11, 12 and 14 (reference the included vicinity map) with the total permanent easement area for these four (4) parcels totaling 633 square feet. The temporary construction easement acquisition will affect properties 5, 11, 12, 13 and 14 (reference the included vicinity map) with the total temporary construction easement area for these five (5) parcels totaling 1,063 square feet.

Town staff and our consultant will utilize good faith negotiations with the affected property owners. The Town will send a letter to the affected property owners about the Town's intent to acquire the property. This ordinance authorizes Town staff and/or consultants to initiate the acquisition of these needed permanent and temporary easements. If we are unable to come to an agreement with the property owner, Town staff will coordinate with Town Council prior to any eminent domain action.

FINANCIAL IMPACT

Funding for these acquisitions is included in the Urban Renewal Projects (301-4652) accounts.

STRATEGIC GOAL(S)



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH



PROMOTE A SAFE AND
HEALTHY COMMUNITY

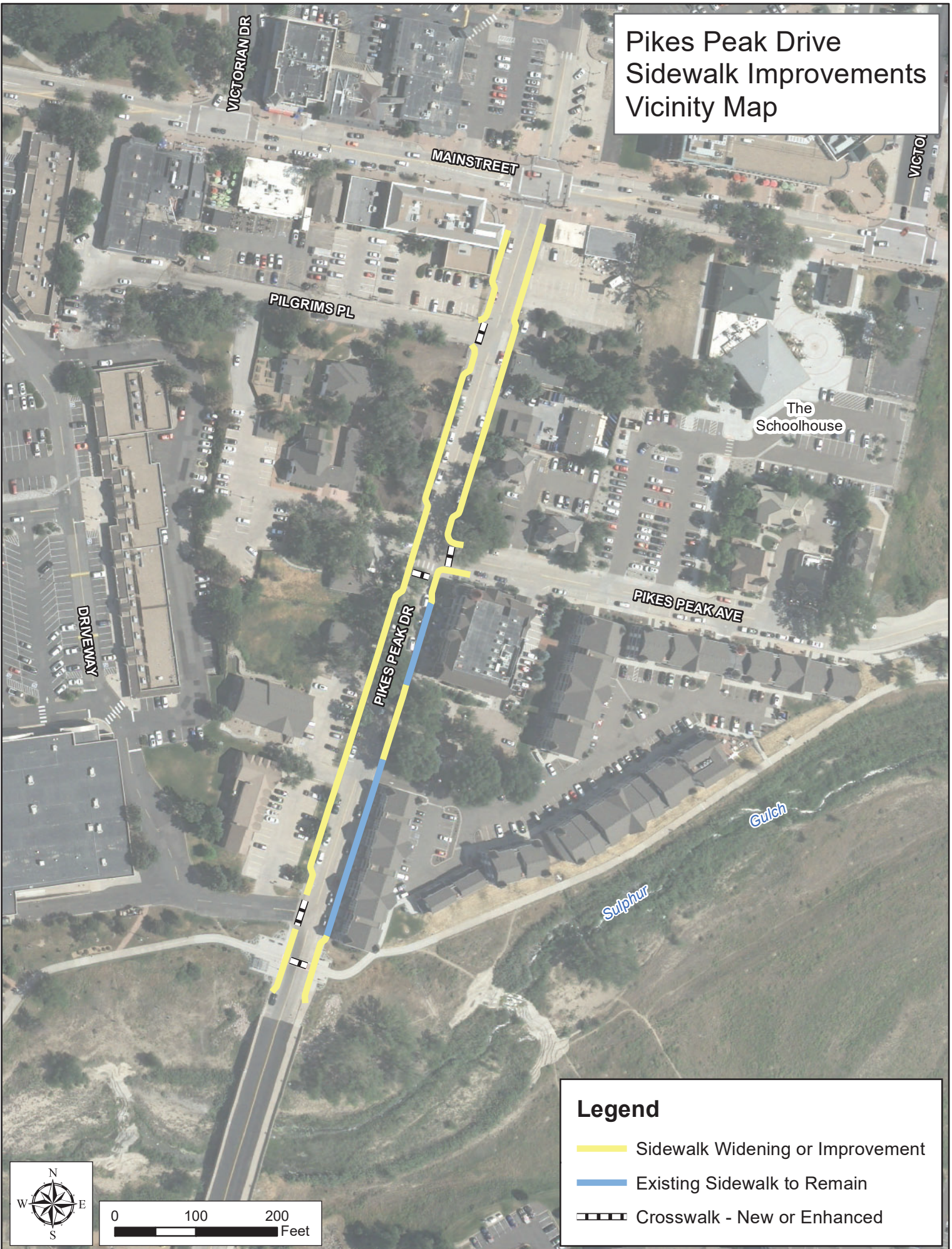
ATTACHMENTS

1. Pikes Peak Drive Sidewalk Improvements Vicinity Map
2. Pikes Peak Drive Sidewalk-Acquire Properties Vicinity Map
3. Ordinance No. 1.572

RECOMMENDED MOTION

I move to approve Ordinance No. 1.572 on first reading and to schedule second reading for November 21, 2022, as part of the consent agenda.

Pikes Peak Drive Sidewalk Improvements Vicinity Map



PIKES PEAK DRIVE SIDEWALKS

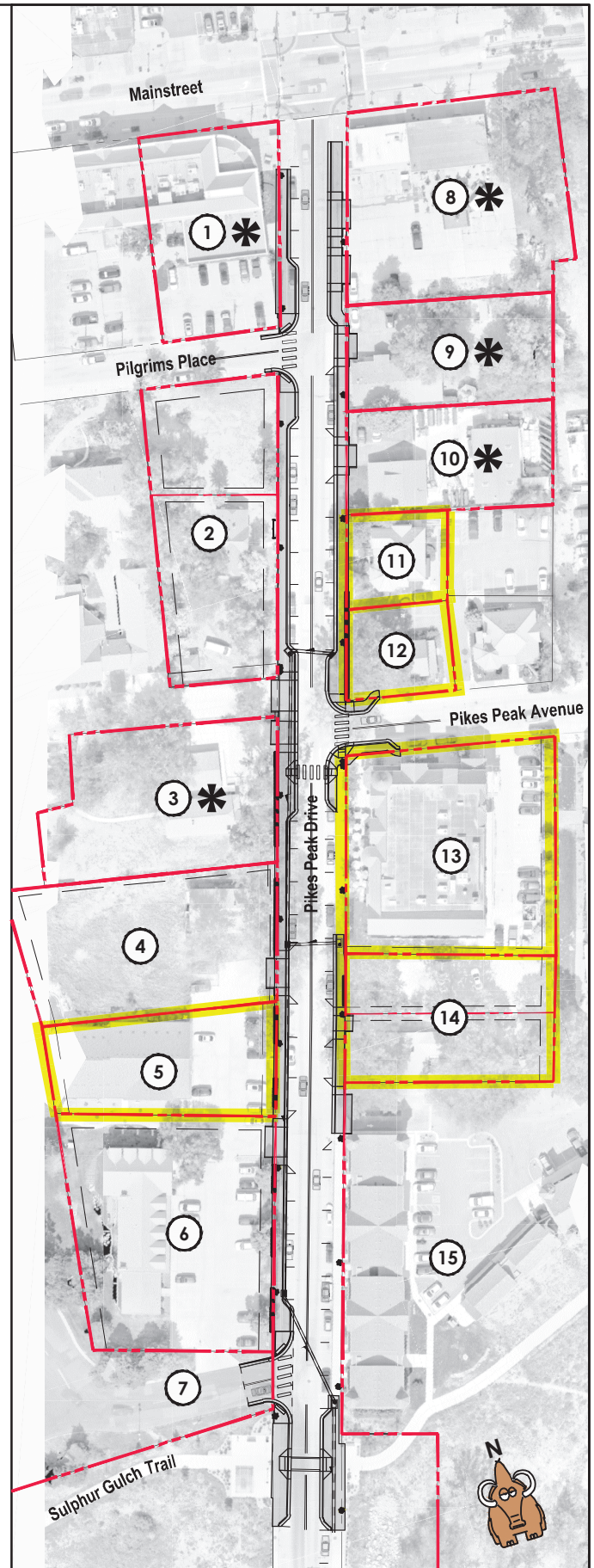
Property Owner
Legend



- ① Parker Mainstreet Exchange LLC
19501 Mainstreet Ste 200
Parker, CO 80138
- ② Lamberton Properties LLC
10965 Pikes Peak Drive
Parker, CO 80138
- ③ Spiro Veterinary Real Estate LLC
11017 Pikes Peak Drive
Parker, CO 80138
- ④ Montgomery House LLC
10970 Pikes Peak Drive
Parker, CO 80138
- ⑤ **Koffman Properties LLC**
11027 Pikes Peak Drive Ste 205
Parker, CO 80138
- ⑥ Orris Family LLC
6295 Greenwood Plaza Blvd Ste 120
Greenwood Village, CO 80111
- ⑦ Bonbeck Parker LLC
7844 South Magnola Way
Englewood, CO 80112
- ⑧ Jerry R & Betty L Cooper Trust
3082 Sherrel Wood Drive
Canon City, CO 81212
- ⑨ Joseph R E Holdings LLC
10952 Pikes Peak Drive
Parker, CO 80138
- ⑩ Ryan & Company Inc
10962 Pikes Peak Drive
Parker, CO 80138
- ⑪ **Twin Creeks LLC**
10964 Pikes Peak Drive
Parker, CO 80138
- ⑫ **Byland LLC**
10970 Pikes Peak Drive
Parker, CO 80138
- ⑬ **Jeff & Staci Rubie Revocable Trust**
30100 Town Center Drive Apt 0425
Laguna Niguel, CA 92677
- ⑭ **Crowfoot Valley LLC**
PO Box 6
Parker, CO 80134
- ⑮ Parker Flats LLC
200 California Street Ste 300
San Francisco, CA 94111

NOITA Required

 PROPERTIES ARE UNPLATTED



ORDINANCE NO. 1.572, Series of 2022

TITLE: A BILL FOR AN ORDINANCE STATING THE INTENT OF THE TOWN OF PARKER TO ACQUIRE CERTAIN PROPERTY INTERESTS FOR THE PURPOSE OF CONSTRUCTING AND IMPROVING A PORTION OF PIKES PEAK DRIVE, A TOWN ROADWAY, THROUGH THE UTILIZATION OF THE TOWN'S POWER OF EMINENT DOMAIN AND DIRECTING THE TOWN'S STAFF AND TOWN ATTORNEY TO NOTIFY ALL PERSONS AFFECTED THEREBY OF THE ABOVE-STATED INTENT OF THE TOWN, AND THEREAFTER TO COMPLY WITH ALL PERTINENT PROVISIONS OF C.R.S. § 38-1-101, *ET SEQ.*, RELATING TO GOOD FAITH NEGOTIATIONS

WHEREAS, the Town of Parker, Colorado possesses the power of eminent domain pursuant to the provisions of Article XX, § 1 of the Colorado Constitution, Section 15.5 of the Town of Parker Home Rule Charter, C.R.S. § 38-1-101, *et seq.*, and C.R.S. § 38-6-101, *et seq.*;

WHEREAS, the Town of Parker wishes to acquire certain property interests including the permanent easement acquisitions as more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference, and those certain temporary construction easements as more particularly described in **Exhibit B**, attached hereto and incorporated herein by this reference, for the purpose of constructing and improving a portion of Pikes Peak Drive, as generally depicted on **Exhibit C**, attached hereto and incorporated herein by this reference; and

WHEREAS, the Town Council of the Town of Parker wishes to comply with all applicable provisions of C.R.S. § 38-1-101, *et seq.*, including, without limitation, the notice and negotiation requirements and provisions thereof.

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

Section 1. Notice is hereby given pursuant to C.R.S. § 38-1-121(1) that the Town of Parker, Colorado, intends to acquire the permanent easements as more particularly described in **Exhibit A**, and those certain temporary construction easements as more particularly described in **Exhibit B** (collectively, the "Subject Properties").

Section 2. The acquisition of the Subject Properties serves a public purpose and is necessary and essential to the Town's ability to provide public streets, roadways, and associated sidewalks and facilities for the residents of the Town of Parker.

Section 3. The Town Attorney is hereby directed to provide a copy of this Ordinance to all persons who presently own or maintain an ownership interest in the Subject Properties notifying them of the intent of the Town of Parker to acquire such property through the use of the Town's power of eminent domain.

Section 4. The staff of the Town, together with the Town Attorney, and any and all persons retained or employed by the Town of Parker in the prosecution of this matter, are directed

to comply with all notice and good faith negotiation requirements set forth in C.R.S. § 38-1-101, *et seq.*, in the conduct of the within authorized eminent domain actions.

Section 5. In the prosecution of the within authorized eminent domain actions, the Town shall retain all rights and powers lawfully delegated to it by the Colorado Constitution, the Town of Parker Home Rule Charter, and C.R.S. § 38-1-101, *et seq.*

Section 6. 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 (2) public places, two (2) days before the Town Council meeting, as provided by Section 7.5e. of the Town of Parker Home Rule Charter.

Section 7. 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 8. 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 S. Hoffmann, Town Attorney

LEGAL DESCRIPTION EXHIBIT "A"

A PARCEL OF LAND BEING A PORTION OF LOT 1, BRIDGESIDE SUBDIVISION, RECORDED AT RECEPTION NO. 268823 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF PARKER, SAID COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 1, WHENCE THE SOUTHERLY BOUNDARY OF SAID LOT 1 BEARS NORTH 72°15'32" WEST, A DISTANCE OF 159.94 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID LOT 1, NORTH 72°15'32" WEST, A DISTANCE OF 2.50 FEET TO A LINE PARALLEL WITH AND DISTANT 2.50 FEET WESTERLY OF THE EASTERLY BOUNDARY OF SAID LOT 1;

THENCE ALONG SAID PARALLEL LINE, THE FOLLOWING TWO (2) COURSES:

1. NORTH 17°43'25" EAST, A DISTANCE OF 74.68 FEET;
2. NORTH 17°05'25" EAST, A DISTANCE OF 8.73 FEET TO THE NORTHERLY BOUNDARY OF SAID LOT 1;

THENCE ALONG THE NORTHERLY AND EASTERLY BOUNDARY OF SAID LOT 1, THE FOLLOWING THREE (3) COURSES:

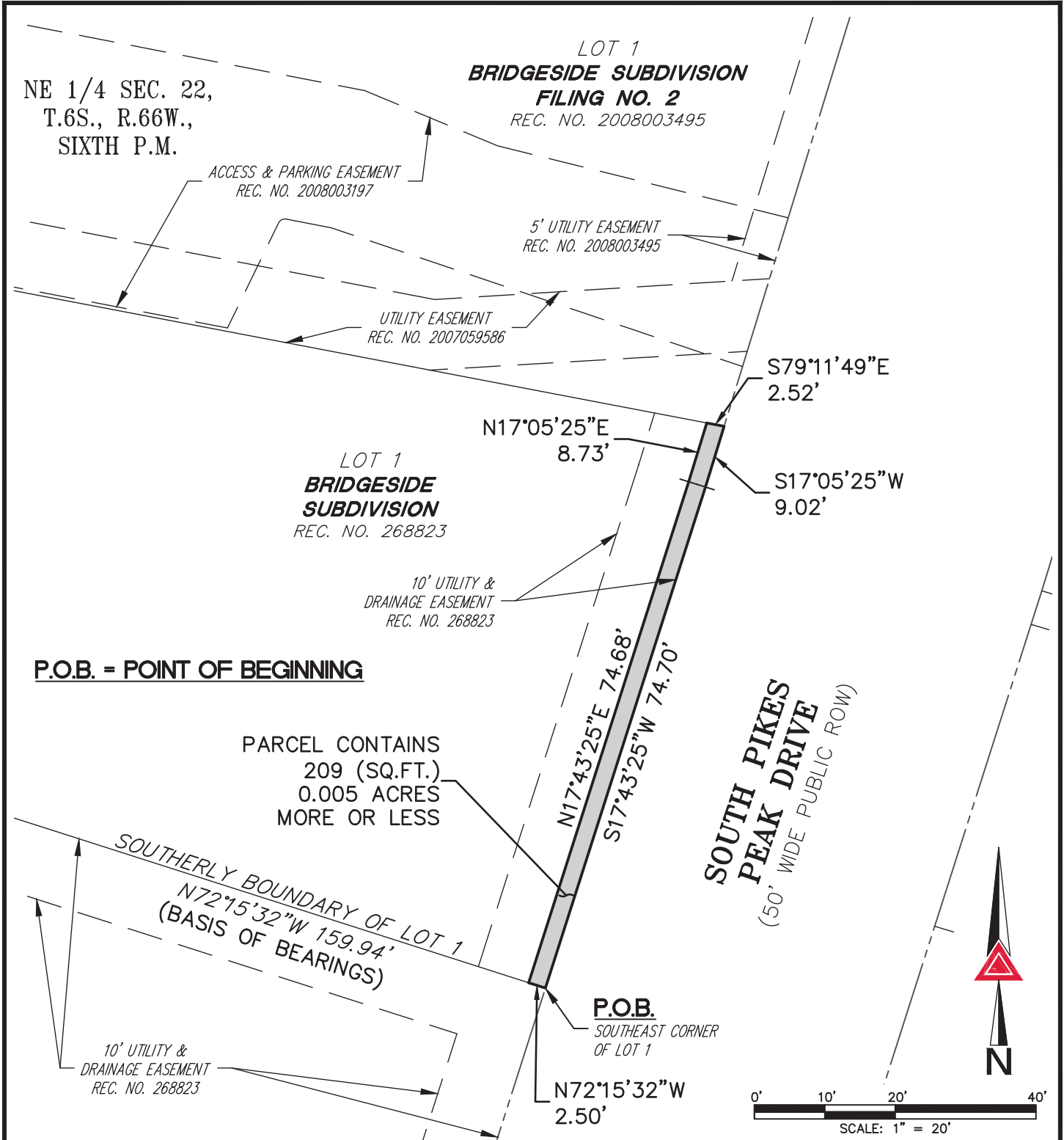
1. SOUTH 79°11'49" EAST, A DISTANCE OF 2.52 FEET TO THE NORTHEAST CORNER OF SAID LOT 1;
2. SOUTH 17°05'25" WEST, A DISTANCE OF 9.02 FEET;
3. SOUTH 17°43'25" WEST, A DISTANCE OF 74.70 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 0.005 ACRES, (209 SQUARE FEET), MORE OR LESS.

ILLUSTRATION ATTACHED AND MADE A PART HEREOF.

BRADY J. MOORHEAD, PLS 38668
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



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

PATH: Q:12321-03\DWG\EXHIBITS\
DWG NAME:
DWG: BAM CHK: JRW
DATE: 2022-02-07
SCALE: 1" = 20'



AZTEC
CONSULTANTS, INC.

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

2022-01-28 Lot 1, Bridgeside Sub - PE

SIDEWALK EASEMENT

NE 1/4 SEC. 22, T.6S., R.66W., 6TH P.M.
DOUGLAS COUNTY, COLORADO

JOB NUMBER 12321-03

2 OF 2 SHEETS

LEGAL DESCRIPTION EXHIBIT "A"

A PARCEL OF LAND BEING A PORTION OF LOT 2, TALLMAN PLACE SUBDIVISION-FILING NO. 1, RECORDED AT RECEPTION NO. 9849146 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF PARKER, SAID COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 2, WHENCE THE NORTHERLY BOUNDARY OF SAID LOT 2 BEARS SOUTH 75°45'13" EAST, A DISTANCE OF 73.49 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE ALONG THE NORTHERLY BOUNDARY OF SAID LOT 2, SOUTH 75°45'13" EAST, A DISTANCE OF 2.50 FEET TO A LINE PARALLEL WITH AND DISTANT 2.50 FEET EASTERLY OF THE WESTERLY BOUNDARY OF SAID LOT 2;

THENCE ALONG SAID PARALLEL LINE, SOUTH 17°05'25" WEST, A DISTANCE OF 68.87 FEET TO THE SOUTHERLY BOUNDARY OF SAID LOT 2;

THENCE ALONG THE SOUTHERLY AND WESTERLY BOUNDARY OF SAID LOT 2, THE FOLLOWING TWO (2) COURSES:

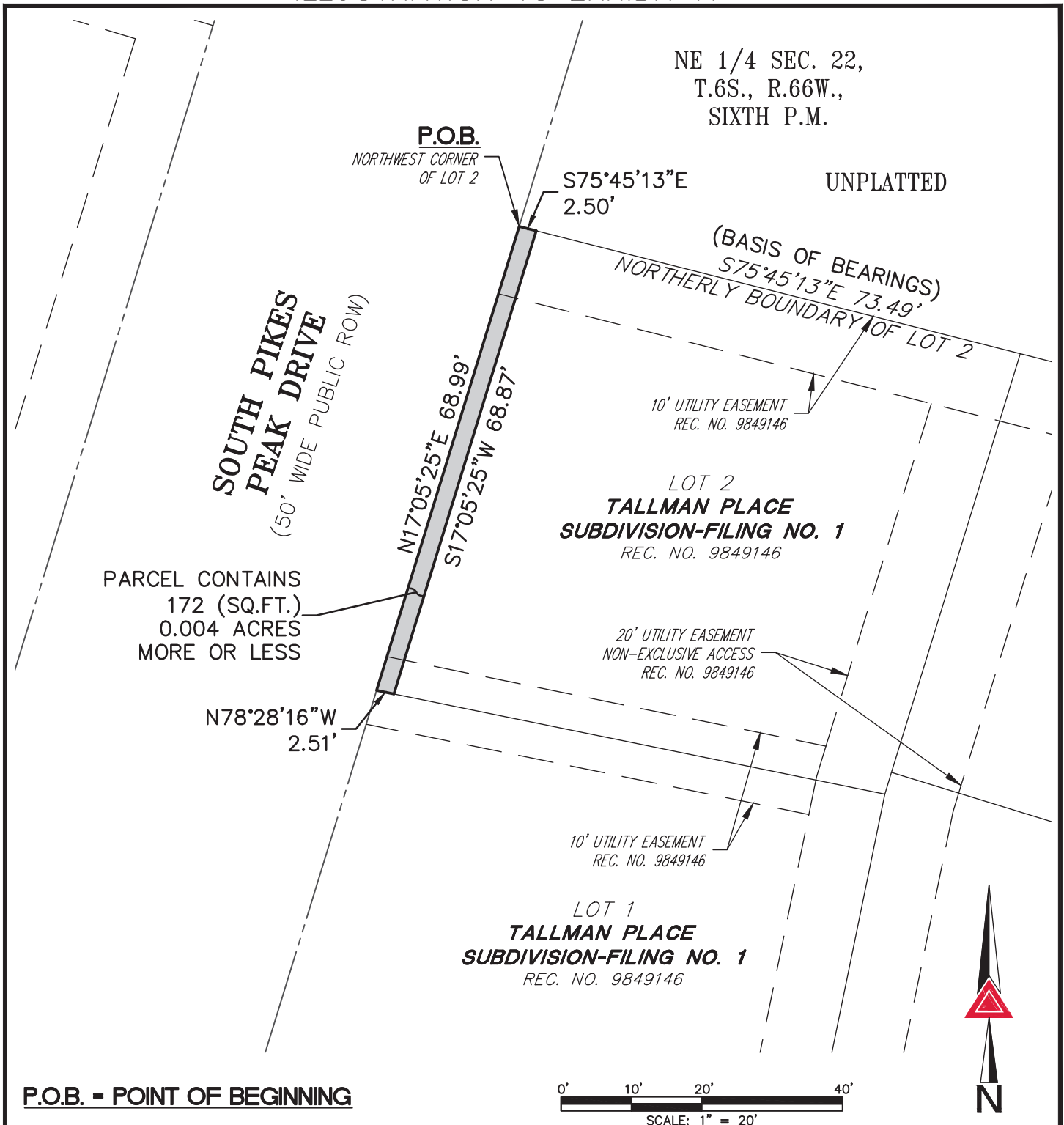
1. NORTH 78°28'16" WEST, A DISTANCE OF 2.51 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2;
2. NORTH 17°05'25" EAST, A DISTANCE OF 68.99 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 0.004 ACRES, (172 SQUARE FEET), MORE OR LESS.

ILLUSTRATION ATTACHED AND MADE A PART HEREOF.

BRADY J. MOORHEAD, PLS 38668
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



P.O.B. = POINT OF BEGINNING

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

PATH: Q:12321-03\DWG\EXHIBITS\
 DWG NAME:
 DWG: BAM CHK: JRW
 DATE: 2022-02-07
 SCALE: 1" = 20'



AZTEC
CONSULTANTS, INC.

2022-01-31 Lot 2, Tallman Place Sub F1 - PE

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

SIDEWALK EASEMENT

NE 1/4 SEC. 22, T.6S., R.66W., 6TH P.M.
DOUGLAS COUNTY, COLORADO

JOB NUMBER 12321-03

2 OF 2 SHEETS

LEGAL DESCRIPTION EXHIBIT "A"

A PARCEL OF LAND BEING A PORTION OF LOT 1, TALLMAN PLACE SUBDIVISION-FILING NO. 1, RECORDED AT RECEPTION NO. 9849146 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF PARKER, SAID COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1, WHENCE THE SOUTHERLY BOUNDARY OF SAID LOT 1 BEARS SOUTH 78°23'18" EAST, A DISTANCE OF 80.07 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE ALONG THE WESTERLY AND NORTHERLY BOUNDARY OF SAID LOT 1, THE FOLLOWING TWO (2) COURSES:

1. NORTH 17°05'25" EAST, A DISTANCE OF 66.01 FEET;
2. SOUTH 78°28'16" EAST, A DISTANCE OF 2.51 FEET TO A LINE PARALLEL WITH AND DISTANT 2.50 FEET EASTERLY OF SAID WESTERLY BOUNDARY;

THENCE ALONG SAID PARALLEL LINE, SOUTH 17°05'25" WEST, A DISTANCE OF 66.01 FEET TO THE SOUTHERLY BOUNDARY OF SAID LOT 1;

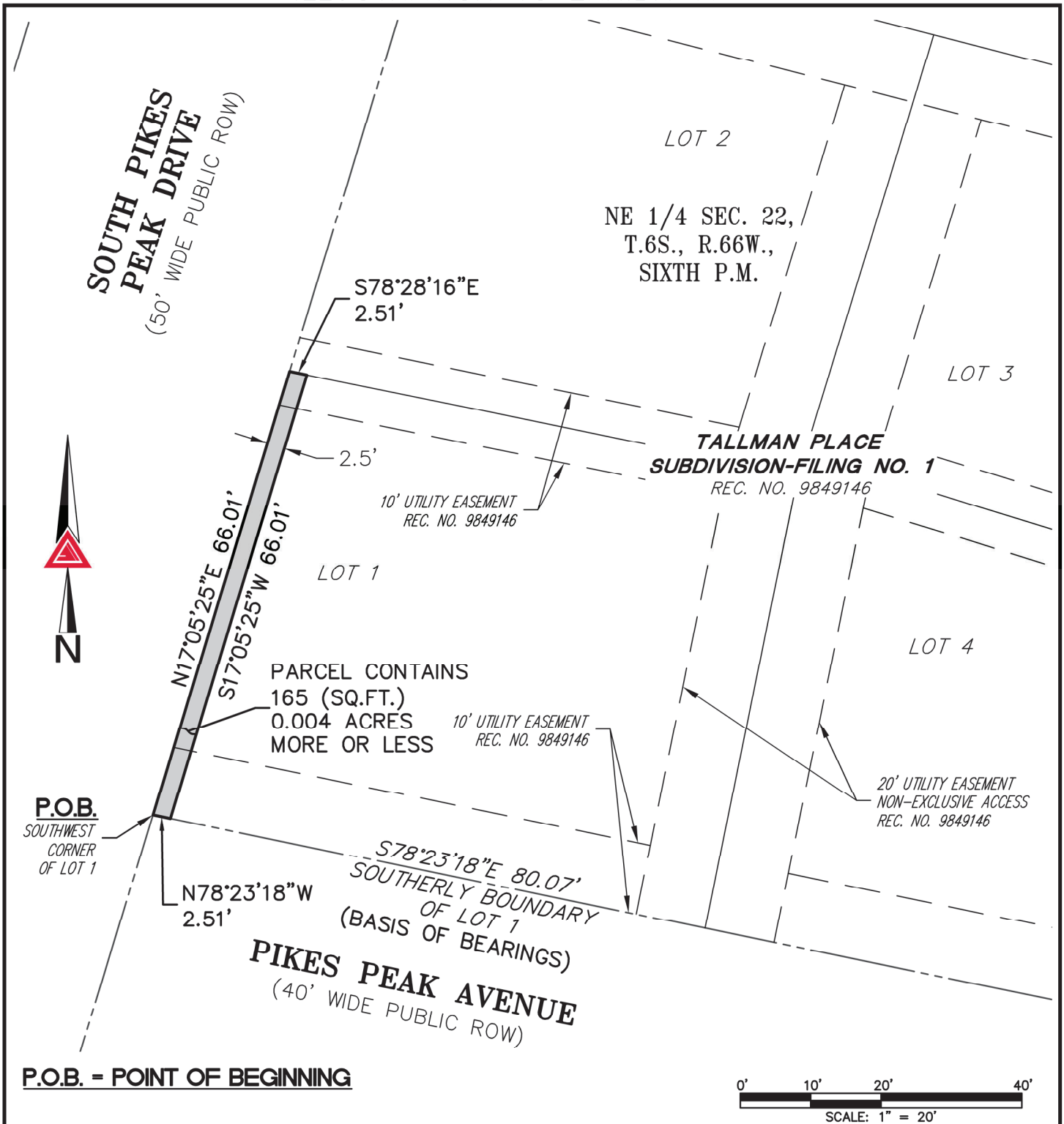
THENCE ALONG SAID SOUTHERLY BOUNDARY, NORTH 78°23'18" WEST, A DISTANCE OF 2.51 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 0.004 ACRES, (165 SQUARE FEET), MORE OR LESS.

ILLUSTRATION ATTACHED AND MADE A PART HEREOF.

BRADY J. MOORHEAD, PLS 38668
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



P.O.B. = POINT OF BEGINNING

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PATH: Q:12321-03\DWG\EXHIBITS\
DWG NAME:
DWG: **BAM** CHK: **JRW**
DATE: **2022-03-01**
SCALE: **1" = 20'**



AZTEC
CONSULTANTS, INC.

LOT 1, TALLMAN PLACE SUB F1 - PE

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

SIDEWALK EASEMENT

NE 1/4 SEC. 22, T.6S., R.66W., 6TH P.M.
DOUGLAS COUNTY, COLORADO

JOB NUMBER 12321-03

2 OF 2 SHEETS

LEGAL DESCRIPTION

EXHIBIT "A"

A PARCEL OF LAND BEING A PORTION OF LOTS 1 & 2, VETTER'S PIKES PEAK SUBDIVISION FILING NO. 1, RECORDED AT RECEPTION NO. 99076609 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF PARKER, SAID COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1, WHENCE THE NORTHERLY BOUNDARY OF SAID LOT 1 BEARS SOUTH 72°22'16" EAST, A DISTANCE OF 152.70 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE ALONG SAID NORTHERLY BOUNDARY, SOUTH 72°22'16" EAST, A DISTANCE OF 0.50 FEET TO A LINE PARALLEL WITH AND DISTANT 0.50 FEET EASTERLY OF THE WESTERLY BOUNDARY OF SAID VETTER'S PIKES PEAK SUBDIVISION FILING NO. 1;

THENCE ALONG SAID PARALLEL LINE, THE FOLLOWING TWO (2) COURSES:

1. SOUTH 17°05'25" WEST, A DISTANCE OF 44.14 FEET;
2. SOUTH 17°43'25" WEST, A DISTANCE OF 49.77 FEET TO THE SOUTHERLY BOUNDARY OF SAID LOT 2;

THENCE ALONG THE SOUTHERLY AND WESTERLY BOUNDARY OF SAID LOT 2, THE FOLLOWING TWO (2) COURSES:

1. NORTH 73°19'16" WEST, A DISTANCE OF 0.50 FEET;
2. NORTH 17°43'25" EAST, A DISTANCE OF 49.77 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1;

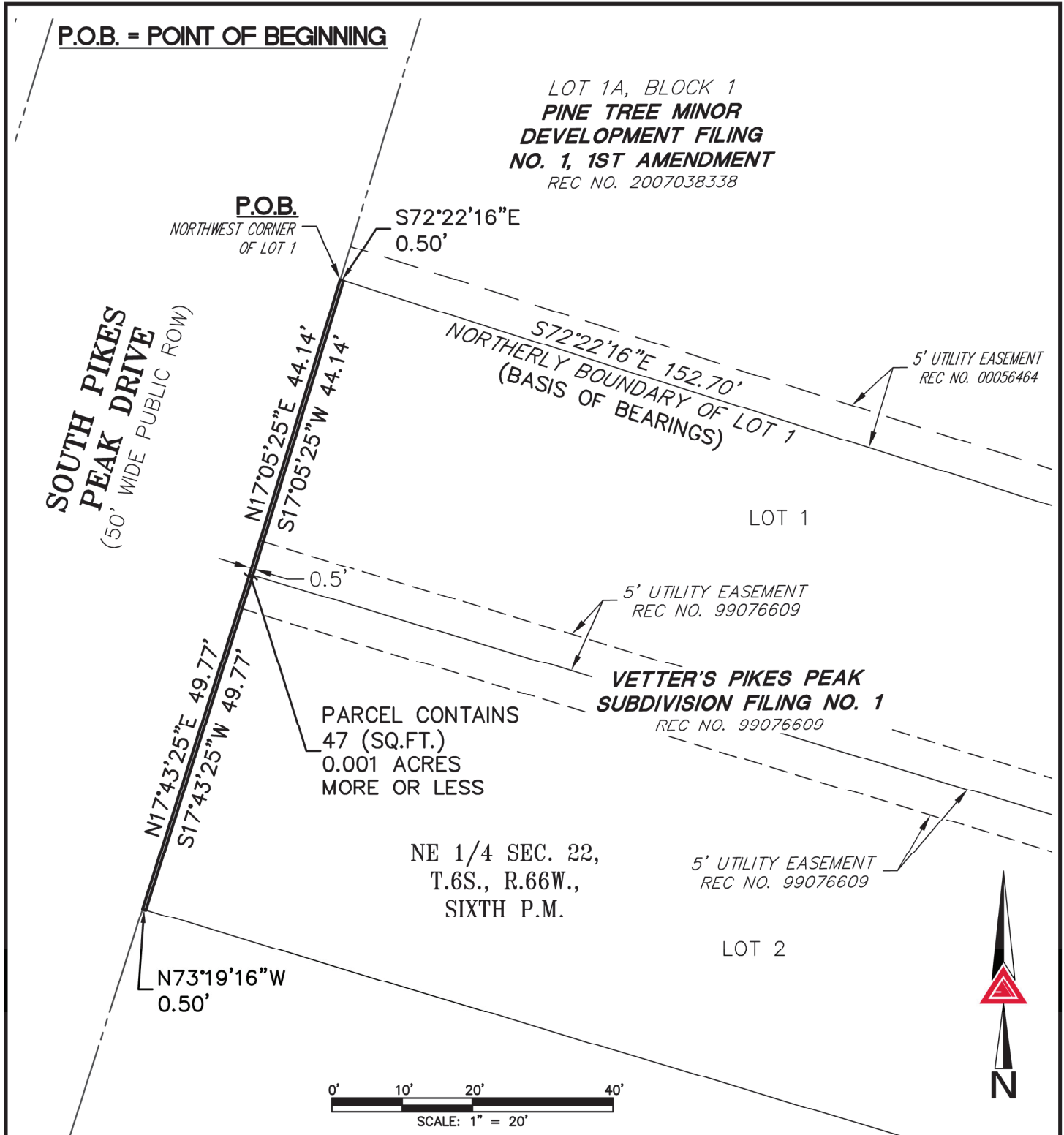
THENCE ALONG THE WESTERLY BOUNDARY OF SAID LOT 1, NORTH 17°05'25" EAST, A DISTANCE OF 44.14 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 0.001 ACRES, (47 SQUARE FEET), MORE OR LESS.

ILLUSTRATION ATTACHED AND MADE A PART HEREOF.

BRADY J. MOORHEAD, PLS 38668
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



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PATH: Q:12321-03\DWG\EXHIBITS\
DWG NAME:
DWG: **BAM** CHK: **JRW**
DATE: **2022-03-01**
SCALE: **1" = 20'**



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LOTS 1 & 2, VETTER'S PIKES PEAK SUB F1 - PE-2

SIDEWALK EASEMENT
NE 1/4 SEC. 22, T.6S., R.66W., 6TH P.M.
DOUGLAS COUNTY, COLORADO

JOB NUMBER 12321-03

2 OF 2 SHEETS

LEGAL DESCRIPTION EXHIBIT "A"

TWO (2) PARCELS OF LAND BEING A PORTION OF LOTS 1 & 2, VETTER'S PIKES PEAK SUBDIVISION FILING NO. 1, RECORDED AT RECEPTION NO. 99076609 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF PARKER, SAID COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1, WHENCE THE NORTHERLY BOUNDARY OF SAID LOT 1 BEARS SOUTH 72°22'16" EAST, A DISTANCE OF 152.70 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE ALONG THE WESTERLY BOUNDARY OF SAID LOT 1, SOUTH 17°05'25" WEST, A DISTANCE OF 1.00 FEET;

THENCE DEPARTING SAID WESTERLY BOUNDARY, SOUTH 72°54'35" EAST, A DISTANCE OF 0.50 FEET TO THE **POINT OF BEGINNING**;

THENCE SOUTH 72°54'35" EAST, A DISTANCE OF 2.00 FEET;

THENCE SOUTH 17°05'25" WEST, A DISTANCE OF 10.00 FEET;

THENCE NORTH 72°54'35" WEST, A DISTANCE OF 2.00 FEET TO A LINE PARALLEL WITH AND DISTANT 0.50 FEET EASTERLY OF SAID WESTERLY BOUNDARY;

THENCE ALONG SAID PARALLEL LINE, NORTH 17°05'25" EAST, A DISTANCE OF 10.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 0.0005 ACRES, (20 SQUARE FEET), MORE OR LESS.

PARCEL 2

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1, WHENCE THE NORTHERLY BOUNDARY OF SAID LOT 1 BEARS SOUTH 72°22'16" EAST, A DISTANCE OF 152.70 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE ALONG THE WESTERLY BOUNDARY OF SAID LOT 1, SOUTH 17°05'25" WEST, A DISTANCE OF 44.14 FEET TO THE NORTHWEST CORNER OF SAID LOT 2;

THENCE ALONG THE WESTERLY AND SOUTHERLY BOUNDARY OF SAID LOT 2, THE FOLLOWING TWO (2) COURSES:

1. SOUTH 17°43'25" WEST, A DISTANCE OF 49.77 FEET;
2. SOUTH 73°19'16" EAST, A DISTANCE OF 0.50 FEET TO A LINE PARALLEL WITH AND DISTANT 0.50 FEET EASTERLY OF SAID WESTERLY BOUNDARY AND THE **POINT OF BEGINNING**;

THENCE ALONG SAID PARALLEL LINE, NORTH 17°43'25" EAST, A DISTANCE OF 10.00 FEET;

THENCE DEPARTING SAID PARALLEL LINE, SOUTH 73°19'16" EAST, A DISTANCE OF 2.00 FEET;

THENCE SOUTH 17°43'25" WEST, A DISTANCE OF 10.00 FEET TO THE SOUTHERLY BOUNDARY OF SAID LOT 2;

THENCE ALONG SAID SOUTHERLY BOUNDARY, NORTH 73°19'16" WEST, A DISTANCE OF 2.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 0.0005 ACRES, (20 SQUARE FEET), MORE OR LESS.

PARCELS 1 & 2 CONTAIN A TOTAL OF 0.001 ACRES, (40 SQUARE FEET), MORE OR LESS.

ILLUSTRATION ATTACHED AND MADE A PART HEREOF.

BRADY J. MOORHEAD, PLS 38668
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

P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT

LOT 1A, BLOCK 1
**PINE TREE MINOR
 DEVELOPMENT FILING
 NO. 1, 1ST AMENDMENT**
 REC NO. 2007038338

**SOUTH PIKES
 PEAK DRIVE**
 (50' WIDE PUBLIC ROW)

P.O.C.
 NORTHWEST CORNER
 OF LOT 1

P.O.B.
 PARCEL 1

S72°22'16"E 152.70'
 NORTHERLY BOUNDARY OF LOT 1
 (BASIS OF BEARINGS)

5' UTILITY EASEMENT
 REC NO. 00056464

SEE DETAIL "A"
 SHEET 4

LOT 1

5' UTILITY EASEMENT
 REC NO. 99076609

**VETTER'S PIKES PEAK
 SUBDIVISION FILING NO. 1**
 REC NO. 99076609

NE 1/4 SEC. 22,
 T.6S., R.66W.,
 SIXTH P.M.

5' UTILITY EASEMENT
 REC NO. 99076609

LOT 2

SEE DETAIL "B"
 SHEET 4

P.O.B.
 PARCEL 2

0' 10' 20' 40'
 SCALE: 1" = 20'



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

PATH: Q:12321-03\DWG\EXHIBITS\
 DWG NAME:
 DWG: **BAM** CHK: **JRW**
 DATE: 2022-03-01
 SCALE: 1" = 20'



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LOTS 1 & 2, VETTER'S PIKES PEAK SUB F1 - PE-1

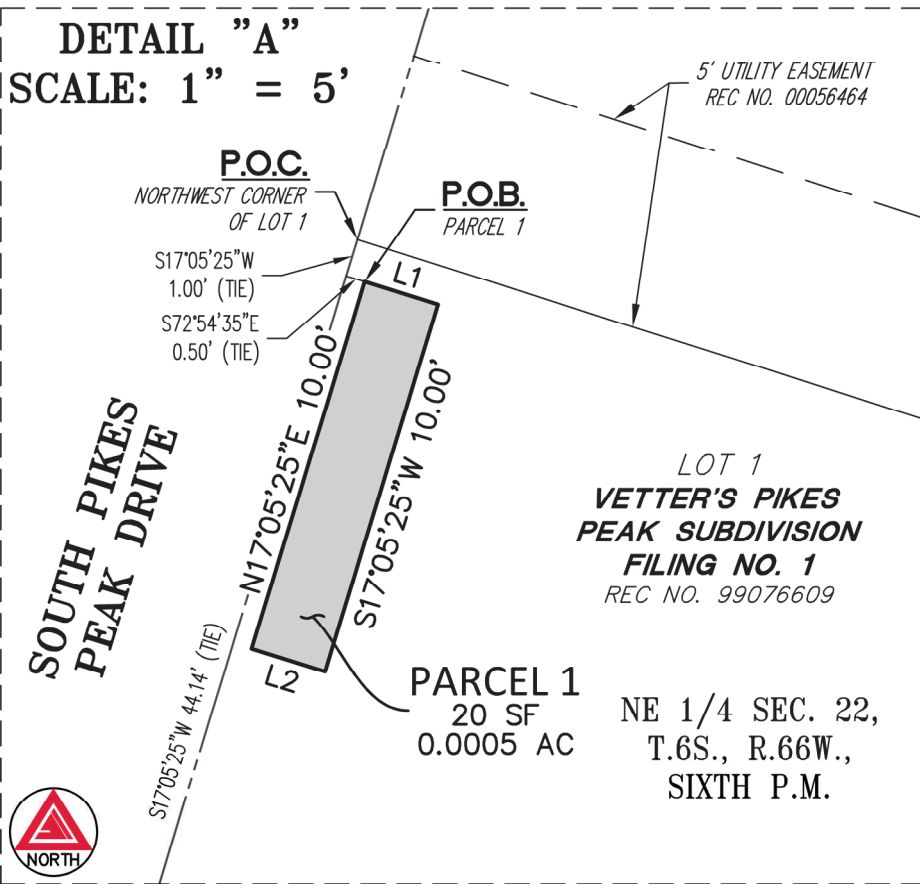
PERMANENT EASEMENTS
 NE 1/4 SEC. 22, T.6S., R.66W., 6TH P.M.
 DOUGLAS COUNTY, COLORADO

JOB NUMBER 12321-03

3 OF 4 SHEETS

ILLUSTRATION TO EXHIBIT A

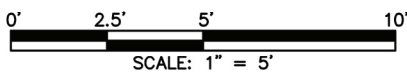
DETAIL "A"
SCALE: 1" = 5'



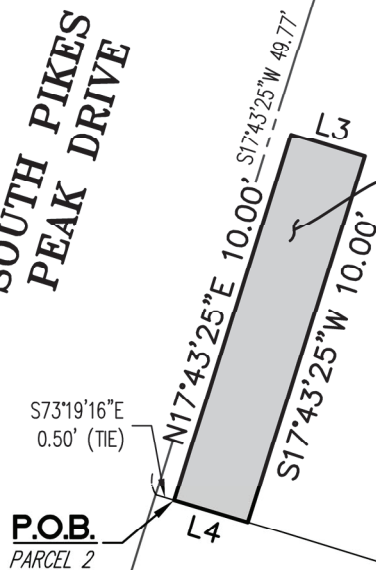
LINE TABLE		
LINE	BEARING	LENGTH
L1	S72°54'35"E	2.00'
L2	N72°54'35"W	2.00'



LINE TABLE		
LINE	BEARING	LENGTH
L3	S73°19'16"E	2.00'
L4	N73°19'16"W	2.00'



**SOUTH PIKES
PEAK DRIVE**



DETAIL "B"
SCALE: 1" = 5'

PARCEL 2
20 SF
0.0005 AC

NE 1/4 SEC. 22,
T.6S., R.66W.,
SIXTH P.M.

LOT 2
**VETTER'S PIKES
PEAK SUBDIVISION**
FILING NO. 1
REC NO. 99076609



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

PATH: Q:12321-03\DWG\EXHIBITS\
DWG NAME:
DWG: **BAM** CHK: **JRW**
DATE: **2022-03-01**
SCALE: **1" = 5'**



AZTEC
CONSULTANTS, INC.

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

LOTS 1 & 2, VETTER'S PIKES PEAK SUB F1 - PE-1

PERMANENT EASEMENTS
NE 1/4 SEC. 22, T.6S., R.66W., 6TH P.M.
DOUGLAS COUNTY, COLORADO

JOB NUMBER 12321-03

4 OF 4 SHEETS

LEGAL DESCRIPTION

EXHIBIT "B"

A PARCEL OF LAND BEING A PORTION OF LOT 1, BRIDGESIDE SUBDIVISION, RECORDED AT RECEPTION NO. 268823 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF PARKER, SAID COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 1, WHENCE THE SOUTHERLY BOUNDARY OF SAID LOT 1 BEARS NORTH 72°15'32" WEST, A DISTANCE OF 159.94 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE ALONG SAID SOUTHERLY BOUNDARY, NORTH 72°15'32" WEST, A DISTANCE OF 2.50 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID SOUTHERLY BOUNDARY, NORTH 72°15'32" WEST, A DISTANCE OF 4.00 FEET;

THENCE DEPARTING SAID SOUTHERLY BOUNDARY, NORTH 17°43'25" EAST, A DISTANCE OF 74.66 FEET;

THENCE NORTH 17°05'25" EAST, A DISTANCE OF 8.27 FEET TO THE NORTHERLY BOUNDARY OF SAID LOT 1;

THENCE ALONG SAID NORTHERLY BOUNDARY, SOUTH 79°11'49" EAST, A DISTANCE OF 4.02 FEET;

THENCE DEPARTING SAID NORTHERLY BOUNDARY, SOUTH 17°05'25" WEST, A DISTANCE OF 8.73 FEET;

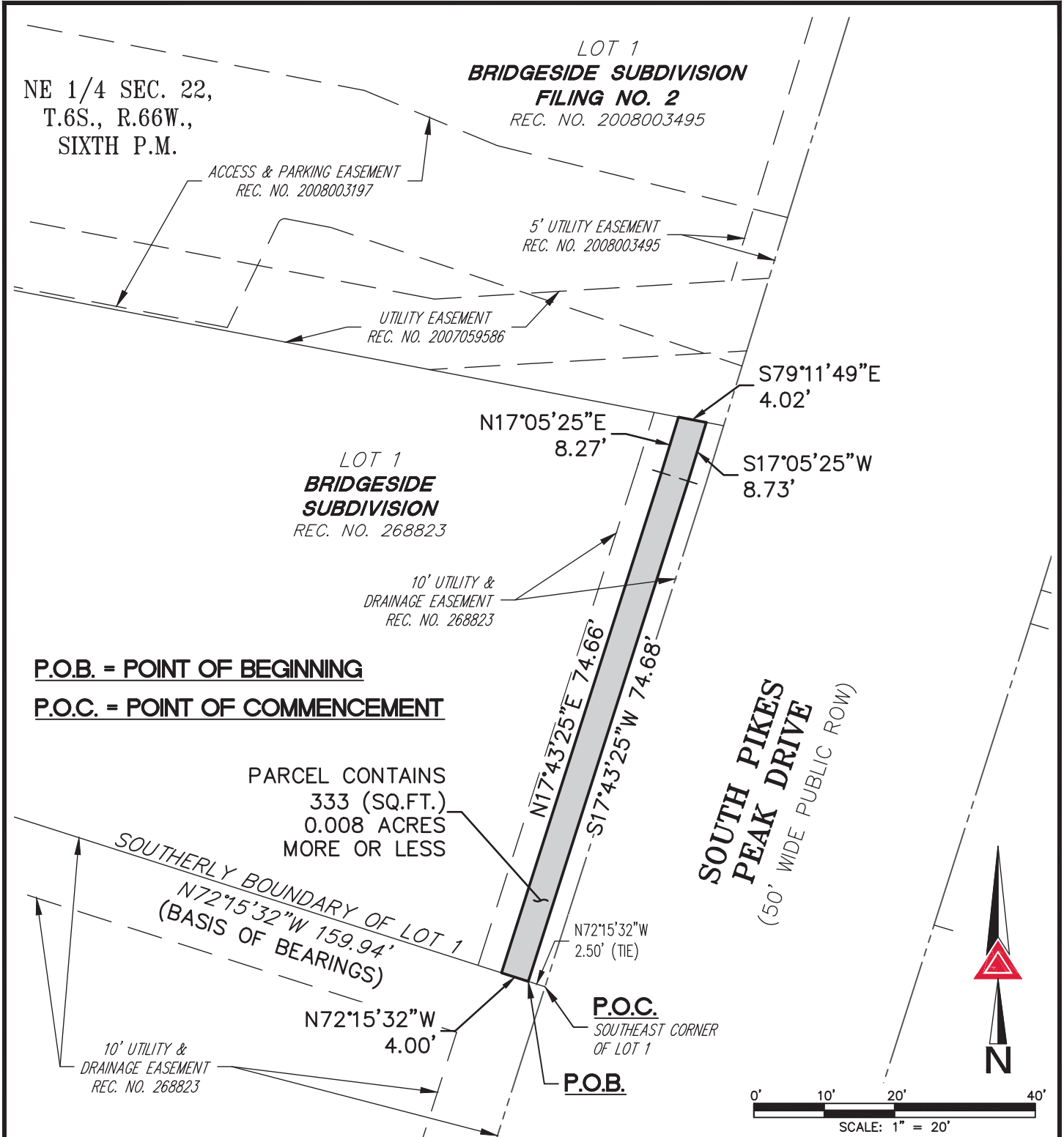
THENCE SOUTH 17°43'25" WEST, A DISTANCE OF 74.68 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 0.008 ACRES, (333 SQUARE FEET), MORE OR LESS.

ILLUSTRATION ATTACHED AND MADE A PART HEREOF.

BRADY J. MOORHEAD, PLS 38668
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 B



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

PATH: Q:\12321-03\DWG\EXHIBITS\
 DWG NAME:
 DWG: BAM CHK: JRW
 DATE: 2022-02-07
 SCALE: 1" = 20'



AZTEC
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2022-01-28 Lot 1, Bridgeside Sub - TCE

TEMP. CONST. EASEMENT
 NE 1/4 SEC. 22, T.6S., R.66W., 6TH P.M.
 DOUGLAS COUNTY, COLORADO

JOB NUMBER 12321-03

2 OF 2 SHEETS

LEGAL DESCRIPTION EXHIBIT "B"

A PARCEL OF LAND BEING A PORTION OF LOT 2, TALLMAN PLACE SUBDIVISION-FILING NO. 1, RECORDED AT RECEPTION NO. 9849146 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF PARKER, SAID COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 2, WHENCE THE NORTHERLY BOUNDARY OF SAID LOT 2 BEARS SOUTH 75°45'13" EAST, A DISTANCE OF 73.49 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE ALONG THE NORTHERLY BOUNDARY OF SAID LOT 2, SOUTH 75°45'13" EAST, A DISTANCE OF 2.50 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID NORTHERLY BOUNDARY, SOUTH 75°45'13" EAST, A DISTANCE OF 4.00 FEET;

THENCE DEPARTING SAID NORTHERLY BOUNDARY SOUTH 17°05'25" WEST, A DISTANCE OF 68.68 FEET TO THE SOUTHERLY BOUNDARY OF SAID LOT 2;

THENCE ALONG SAID SOUTHERLY BOUNDARY, NORTH 78°28'16" WEST, A DISTANCE OF 4.02 FEET;

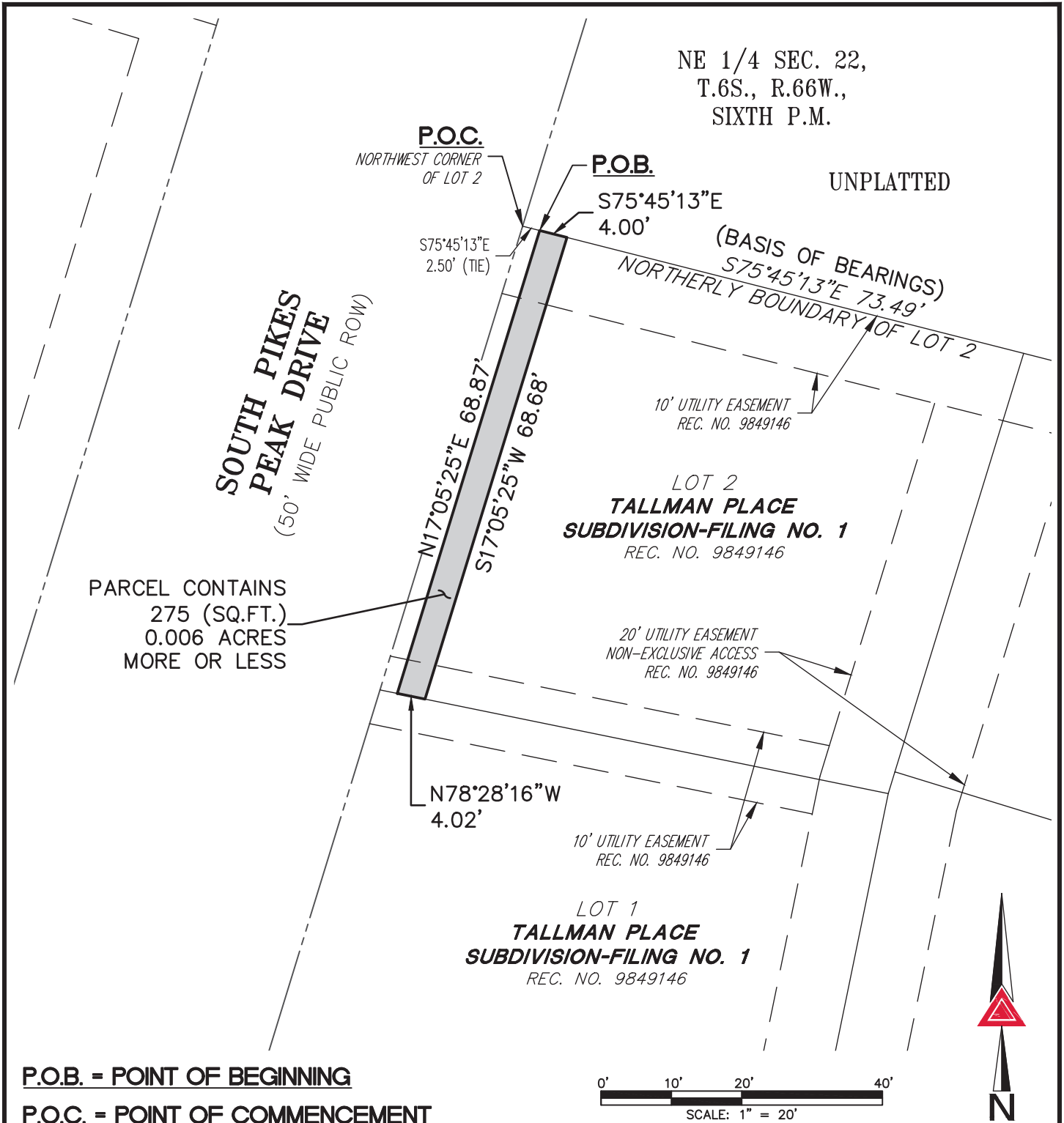
THENCE DEPARTING SAID SOUTHERLY BOUNDARY, NORTH 17°05'25" EAST, A DISTANCE OF 68.87 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 0.006 ACRES, (275 SQUARE FEET), MORE OR LESS.

ILLUSTRATION ATTACHED AND MADE A PART HEREOF.

BRADY J. MOORHEAD, PLS 38668
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 B



P.O.B. = POINT OF BEGINNING

P.O.C. = POINT OF COMMENCEMENT

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

PATH: Q:\12321-03\DWG\EXHIBITS\
DWG NAME:
DWG: BAM CHK: JRW
DATE: 2022-02-07
SCALE: 1" = 20'



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2022-01-31 Lot 2, Tallman Place Sub F1 - TCE

TEMP. CONST. EASEMENT
NE 1/4 SEC. 22, T.6S., R.66W., 6TH P.M.
DOUGLAS COUNTY, COLORADO

JOB NUMBER 12321-03

2 OF 2 SHEETS

LEGAL DESCRIPTION
EXHIBIT "B"

A PARCEL OF LAND BEING A PORTION OF LOT 1, TALLMAN PLACE SUBDIVISION-FILING NO. 1, RECORDED AT RECEPTION NO. 9849146 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF PARKER, SAID COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1, WHENCE THE SOUTHERLY BOUNDARY OF SAID LOT 1 BEARS SOUTH 78°23'18" EAST, A DISTANCE OF 80.07 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID LOT 1, SOUTH 78°23'18" EAST, A DISTANCE OF 12.68 FEET TO THE **POINT OF BEGINNING**;

THENCE DEPARTING SAID SOUTHERLY BOUNDARY, NORTH 11°36'42" EAST, A DISTANCE OF 7.00 FEET;

THENCE SOUTH 78°23'18" EAST, A DISTANCE OF 14.00 FEET;

THENCE SOUTH 11°36'42" WEST, A DISTANCE OF 7.00 FEET TO SAID SOUTHERLY BOUNDARY;

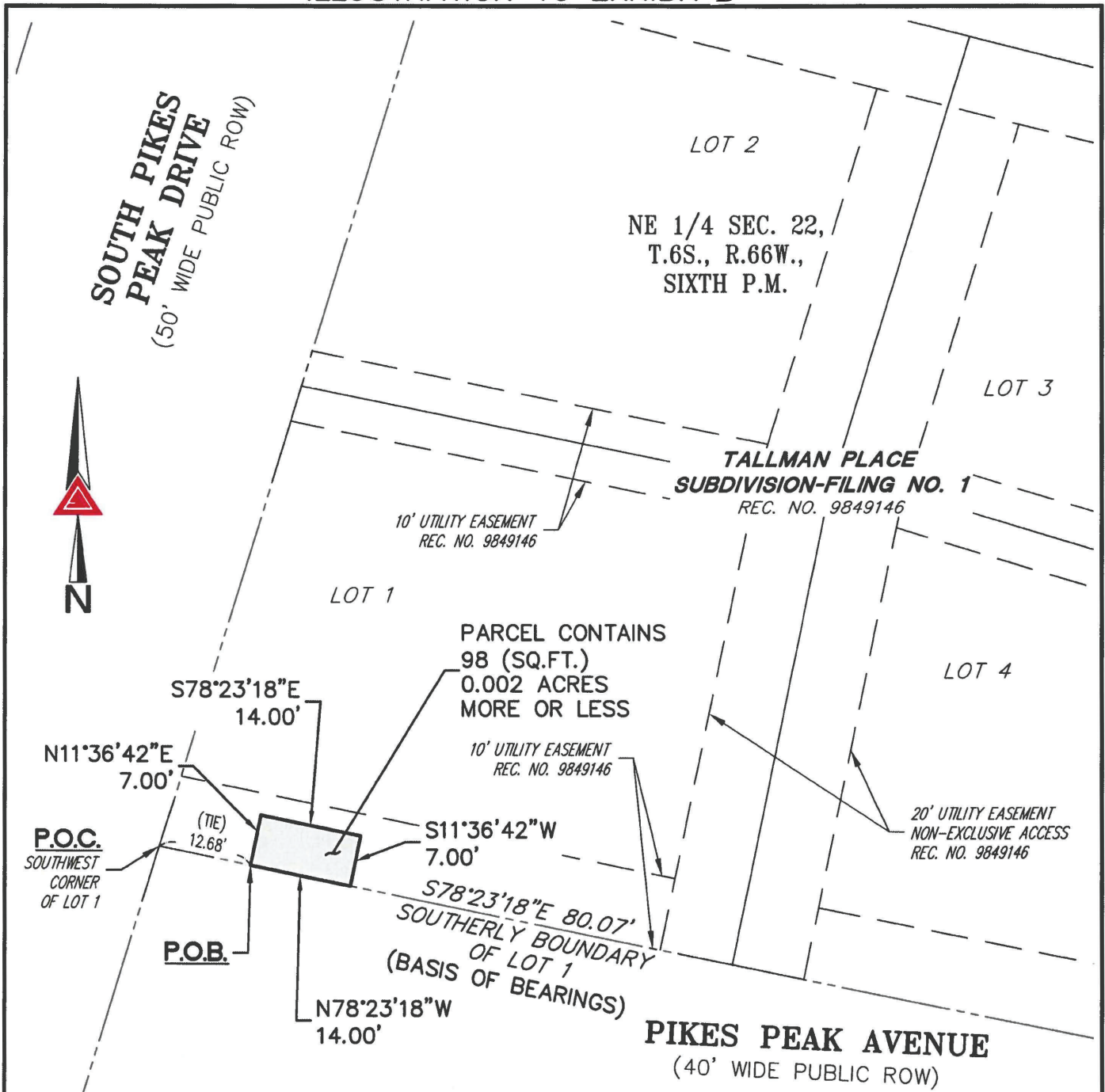
THENCE ALONG SAID SOUTHERLY BOUDNARY, NORTH 78°23'18" WEST, A DISTANCE OF 14.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 0.002 ACRES, (98 SQUARE FEET), MORE OR LESS.

ILLUSTRATION ATTACHED AND MADE A PART HEREOF.

BRADY J. MOORHEAD, PLS 38668
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 B



P.O.B. = POINT OF BEGINNING

P.O.C. = POINT OF COMMENCEMENT



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

PATH: Q:\12321-03\DWG\EXHIBITS\
DWG NAME: _____
DWG: BAM CHK: JRW
DATE: 2022-03-01
SCALE: 1" = 20'



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LOT 1, TALLMAN PLACE SUB F1 - TCE

TEMP. CONST. EASEMENT
NE 1/4 SEC. 22, T.6S., R.66W., 6TH P.M.
DOUGLAS COUNTY, COLORADO

JOB NUMBER 12321-03

2 OF 2 SHEETS

LEGAL DESCRIPTION

EXHIBIT "B"

TWO (2) PARCELS OF LAND BEING A PORTION OF LOT 1A, BLOCK 1, PINE TREE MINOR DEVELOPMENT FILING NO. 1, 1ST AMENDMENT, RECORDED AT RECEPTION NO. 2007038338 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF PARKER, SAID COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1A, BLOCK 1, WHENCE THE WESTERLY BOUNDARY OF SAID LOT 1A BEARS SOUTH 17°05'25" WEST, A DISTANCE OF 143.51 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE ALONG THE WESTERLY BOUNDARY OF SAID LOT 1A, SOUTH 17°05'25" WEST, A DISTANCE OF 5.02 FEET TO THE SOUTHERLY LINE OF THAT CERTAIN FIVE (5) FOOT WIDE PUBLIC SIDEWALK EASEMENT RECORDED AT RECEPTION NO. 2007038338 IN SAID OFFICIAL RECORDS AND THE **POINT OF BEGINNING**;

THENCE DEPARTING SAID WESTERLY BOUNDARY AND ALONG SAID SOUTHERLY LINE, SOUTH 78°23'18" EAST, A DISTANCE OF 12.26 FEET;

THENCE DEPARTING SAID SOUTHERLY LINE, SOUTH 14°13'39" WEST, A DISTANCE OF 3.00 FEET;

THENCE NORTH 78°23'18" WEST, A DISTANCE OF 12.41 FEET TO THE WESTERLY BOUNDARY OF SAID LOT 1A;

THENCE ALONG SAID WESTERLY BOUNDARY, NORTH 17°05'25" EAST, A DISTANCE OF 3.01 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 0.001 ACRES, (37 SQUARE FEET), MORE OR LESS.

PARCEL 2

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1A, BLOCK 1, WHENCE THE WESTERLY BOUNDARY OF SAID LOT 1A BEARS SOUTH 17°05'25" WEST, A DISTANCE OF 143.51 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE ALONG THE WESTERLY BOUNDARY OF SAID LOT 1A, SOUTH 17°05'25" WEST, A DISTANCE OF 5.02 FEET TO THE SOUTHERLY LINE OF THAT CERTAIN FIVE (5) FOOT WIDE PUBLIC SIDEWALK EASEMENT RECORDED AT RECEPTION NO. 2007038338 IN SAID OFFICIAL RECORDS;

THENCE ALONG SAID SOUTHERLY LINE, SOUTH 78°23'18" EAST, A DISTANCE OF 26.26 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID SOUTHERLY LINE, SOUTH 78°23'18" EAST, A DISTANCE OF 13.45 FEET;

THENCE DEPARTING SAID SOUTHERLY LINE, SOUTH 14°13'39" WEST, A DISTANCE OF 3.00 FEET;

THENCE NORTH 78°23'18" WEST, A DISTANCE OF 13.45 FEET;

THENCE NORTH 14°13'39" EAST, A DISTANCE OF 3.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 0.001 ACRES, (40 SQUARE FEET), MORE OR LESS.

PARCEL 1 AND 2 CONTAIN A TOTAL OF 0.002 ACRES, (77 SQUARE FEET), MORE OR LESS.

ILLUSTRATION ATTACHED AND MADE A PART HEREOF.

BRADY J. MOORHEAD, PLS 38668
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 B

P.O.B. = POINT OF BEGINNING

P.O.C. = POINT OF COMMENCEMENT

**SOUTH PIKES
PEAK DRIVE**
(50' WIDE PUBLIC ROW)

PIKES PEAK AVENUE
(40' WIDE PUBLIC ROW)

P.O.C.

NORTHWEST CORNER
OF LOT 1A, BLOCK 1

S17°05'25"W
5.02' (TIE)

P.O.B.

PARCEL 1

L4 L1 L2 L3
S78°23'18"E 26.26' (TIE)
PARCEL 1
37 SF
0.001 AC

P.O.B.

PARCEL 2

L8 L5 L6 L7
PARCEL 2
40 SF
0.001 AC

LOT 1A, BLOCK 1
**PINE TREE MINOR
DEVELOPMENT FILING
NO. 1, 1ST AMENDMENT**
REC NO. 2007038338

5' UTILITY EASEMENT
REC NO. 00056464
5' PUBLIC SIDEWALK EASEMENT
REC NO. 2007038338

(BASIS OF BEARINGS)
S17°05'25"W 143.51'
WESTERLY BOUNDARY OF LOT 1A, BLOCK 1

NE 1/4 SEC. 22,
T.6S., R.66W.,
SIXTH P.M.

LINE TABLE

LINE	BEARING	LENGTH
L1	S78°23'18"E	12.26'
L2	S14°13'39"W	3.00'
L3	N78°23'18"W	12.41'
L4	N17°05'25"E	3.01'

LINE TABLE

LINE	BEARING	LENGTH
L5	S78°23'18"E	13.45'
L6	S14°13'39"W	3.00'
L7	N78°23'18"W	13.45'
L8	N14°13'39"E	3.00'

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

PATH: Q:12321-03\DWG\EXHIBITS\
DWG NAME:
DWG: BAM CHK: JRW
DATE: 2022-02-07
SCALE: 1" = 10'



AZTEC
CONSULTANTS, INC.

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2022-01-31 Lot 1A, Block 1, Pine Tree Minor Development F1, 1st Amend - TCE

TEMP. CONST. EASEMENTS

NE 1/4 SEC. 22, T.6S., R.66W., 6TH P.M.
DOUGLAS COUNTY, COLORADO

JOB NUMBER 12321-03

3 OF 3 SHEETS

LEGAL DESCRIPTION

EXHIBIT "B"

THREE (3) PARCELS OF LAND BEING A PORTION OF LOTS 1 & 2, VETTER'S PIKES PEAK SUBDIVISION FILING NO. 1, RECORDED AT RECEPTION NO. 99076609 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF PARKER, SAID COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1, WHENCE THE NORTHERLY BOUNDARY OF SAID LOT 1 BEARS SOUTH 72°22'16" EAST, A DISTANCE OF 152.70 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE ALONG THE WESTERLY BOUNDARY OF SAID LOT 1, SOUTH 17°05'25" WEST, A DISTANCE OF 1.00 FEET;

THENCE DEPARTING SAID WESTERLY BOUNDARY, SOUTH 72°54'35" EAST, A DISTANCE OF 0.50 FEET TO THE **POINT OF BEGINNING**;

THENCE NORTH 17°05'25" EAST, A DISTANCE OF 1.00 FEET TO THE NORTHERLY BOUNDARY OF SAID LOT 1;

THENCE ALONG SAID NORTHERLY BOUNDARY, SOUTH 72°22'16" EAST, A DISTANCE OF 4.00 FEET;

THENCE DEPARTING SAID NORTHERLY BOUNDARY, SOUTH 17°05'25" WEST, A DISTANCE OF 12.96 FEET;

THENCE NORTH 72°54'35" WEST, A DISTANCE OF 4.00 FEET;

THENCE NORTH 17°05'25" EAST, A DISTANCE OF 2.00 FEET;

THENCE SOUTH 72°54'35" EAST, A DISTANCE OF 2.00 FEET;

THENCE NORTH 17°05'25" EAST, A DISTANCE OF 10.00 FEET;

THENCE NORTH 72°54'35" WEST, A DISTANCE OF 2.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 0.001 ACRES, (32 SQUARE FEET), MORE OR LESS.

PARCEL 2

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1, WHENCE THE NORTHERLY BOUNDARY OF SAID LOT 1 BEARS SOUTH 72°22'16" EAST, A DISTANCE OF 152.70 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE ALONG THE WESTERLY BOUNDARY OF SAID LOT 1, SOUTH 17°05'25" WEST, A DISTANCE OF 39.70 FEET;

THENCE DEPARTING SAID WESTERLY BOUNDARY, SOUTH 72°16'35" EAST, A DISTANCE OF 0.50 FEET TO THE **POINT OF BEGINNING**;

THENCE SOUTH 72°16'35" EAST, A DISTANCE OF 10.00 FEET;
THENCE SOUTH 17°05'25" WEST, A DISTANCE OF 4.32 FEET;
THENCE SOUTH 17°43'25" WEST, A DISTANCE OF 17.68 FEET;
THENCE NORTH 72°16'35" WEST, A DISTANCE OF 10.00 FEET;
THENCE NORTH 17°43'25" EAST, A DISTANCE OF 17.57 FEET;
THENCE NORTH 17°05'25" EAST, A DISTANCE OF 4.43 FEET TO THE **POINT OF BEGINNING**.
CONTAINING AN AREA OF 0.005 ACRES, (220 SQUARE FEET), MORE OR LESS.

PARCEL 3

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1, WHENCE THE NORTHERLY BOUNDARY OF SAID LOT 1 BEARS SOUTH 72°22'16" EAST, A DISTANCE OF 152.70 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE ALONG THE WESTERLY BOUNDARY OF SAID LOT 1, SOUTH 17°05'25" WEST, A DISTANCE OF 44.14 FEET TO THE NORTHWEST CORNER OF SAID LOT 2;

THENCE ALONG THE WESTERLY AND SOUTHERLY BOUNDARY OF SAID LOT 2, THE FOLLOWING TWO (2) COURSES:

1. SOUTH 17°43'25" WEST, A DISTANCE OF 49.77 FEET;
2. SOUTH 73°19'16" EAST, A DISTANCE OF 2.50 FEET TO THE **POINT OF BEGINNING**;

THENCE DEPARTING SAID SOUTHERLY BOUNDARY, NORTH 17°43'25" EAST, A DISTANCE OF 10.00 FEET;

THENCE NORTH 73°19'16" WEST, A DISTANCE OF 2.00 FEET;

THENCE NORTH 17°43'25" EAST, A DISTANCE OF 2.00 FEET;

THENCE SOUTH 73°19'16" EAST, A DISTANCE OF 4.00 FEET;

THENCE SOUTH 17°43'25" WEST, A DISTANCE OF 12.00 FEET TO THE SOUTHERLY BOUNDARY OF SAID LOT 2;

THENCE ALONG SAID SOUTHERLY BOUNDARY, NORTH 73°19'16" WEST, A DISTANCE OF 2.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 0.001 ACRES, (28 SQUARE FEET), MORE OR LESS.

PARCELS 1, 2 & 3 CONTAIN A TOTAL OF 0.007 ACRES, (280 SQUARE FEET), MORE OR LESS.

ILLUSTRATION ATTACHED AND MADE A PART HEREOF.

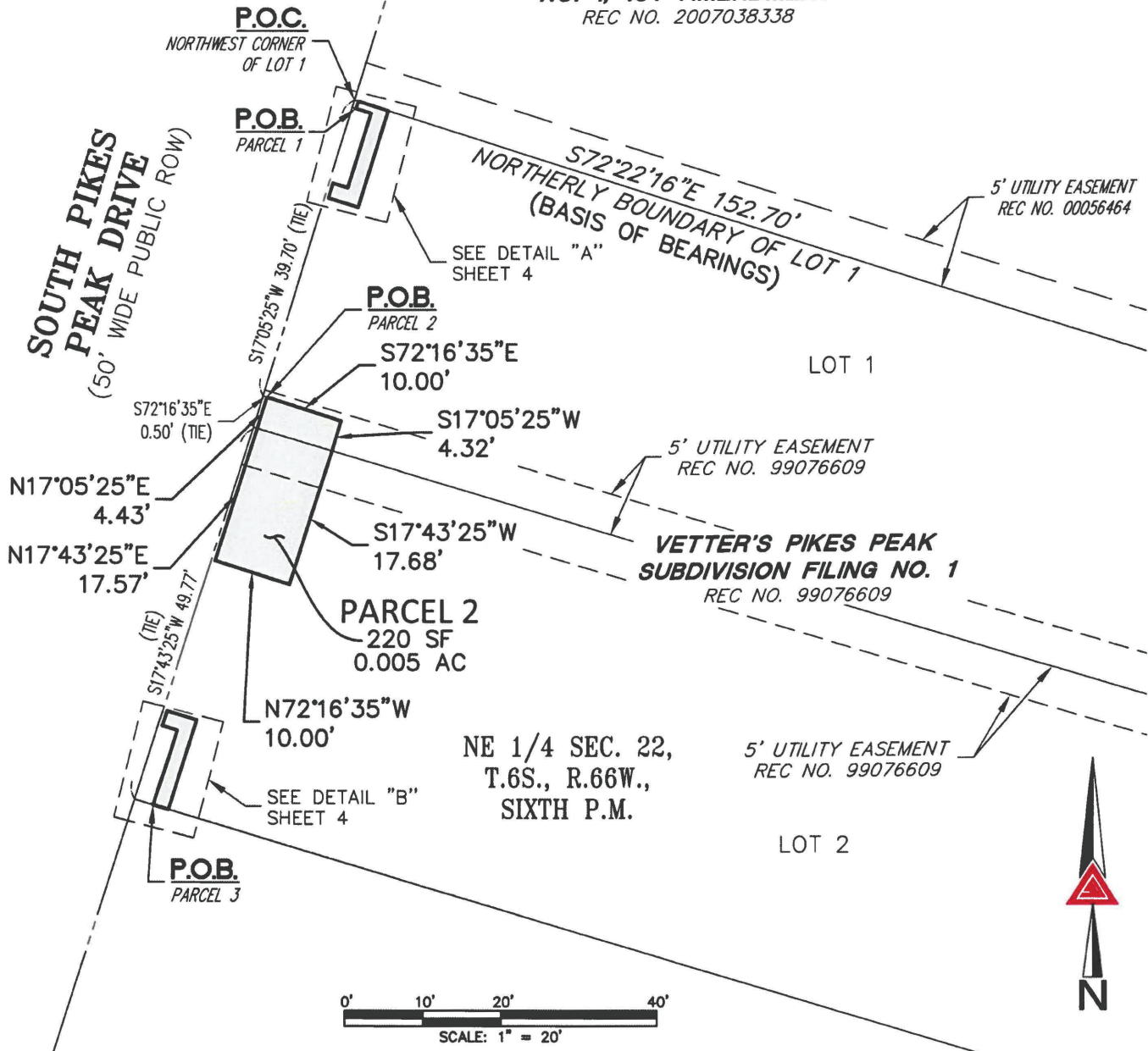
BRADY J. MOORHEAD, PLS 38668
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVENUE, SUITE 1
LITTLETON, CO 80122

ILLUSTRATION TO EXHIBIT B

P.O.B. - POINT OF BEGINNING

P.O.C. - POINT OF COMMENCEMENT

LOT 1A, BLOCK 1
PINE TREE MINOR
DEVELOPMENT FILING
NO. 1, 1ST AMENDMENT
REC NO. 2007038338



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

PATH: Q:12321-03\DWG\EXHIBITS\
DWG NAME:
DWG: BAM CHK: JRW
DATE: 2022-03-01
SCALE: 1" = 20'



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LOTS 1 & 2, VETTER'S PIKES PEAK SUB F1 - TCE

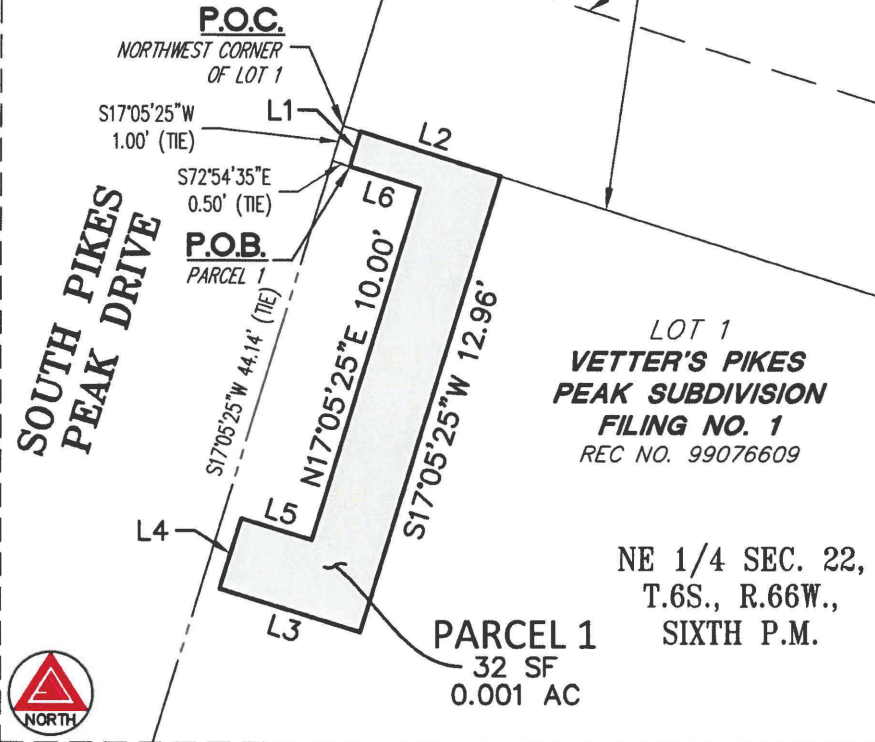
TEMP. CONST. EASEMENTS
NE 1/4 SEC. 22, T.6S., R.66W., 6TH P.M.
DOUGLAS COUNTY, COLORADO

JOB NUMBER 12321-03

3 OF 4 SHEETS

ILLUSTRATION TO EXHIBIT B

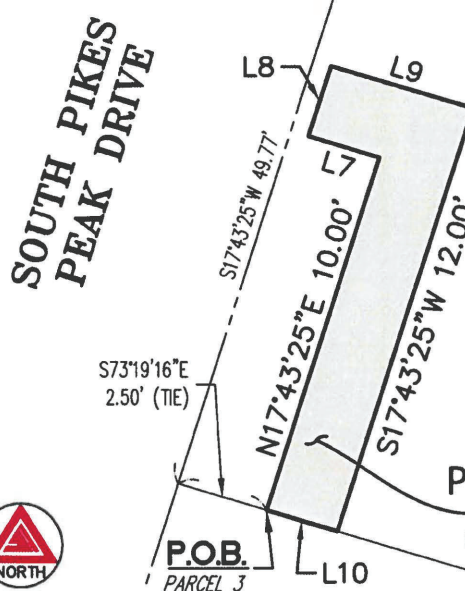
DETAIL "A" SCALE: 1" = 5'



LINE TABLE		
LINE	BEARING	LENGTH
L1	N17°05'25"E	1.00'
L2	S72°22'16"E	4.00'
L3	N72°54'35"W	4.00'
L4	N17°05'25"E	2.00'
L5	S72°54'35"E	2.00'
L6	N72°54'35"W	2.00'

LINE TABLE		
LINE	BEARING	LENGTH
L7	N73°19'16"W	2.00'
L8	N17°43'25"E	2.00'
L9	S73°19'16"E	4.00'
L10	N73°19'16"W	2.00'

DETAIL "B" SCALE: 1" = 5'



LOT 2
VETTER'S PIKES
PEAK SUBDIVISION
FILING NO. 1
REC NO. 99076609

NE 1/4 SEC. 22,
T.6S., R.66W.,
SIXTH P.M.

PARCEL 3
28 SF
0.001 AC

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

PATH: Q:12321-03\DWG\EXHIBITS\
DWG NAME: _____
DWG: BAM CHK: JRW
DATE: 2022-03-01
SCALE: 1" = 5'



LOTS 1 & 2, VETTER'S PIKES PEAK SUB F1 - TCE

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Phone: (303)713-1898
Fax: (303)713-1897
www.aztecconsultants.com

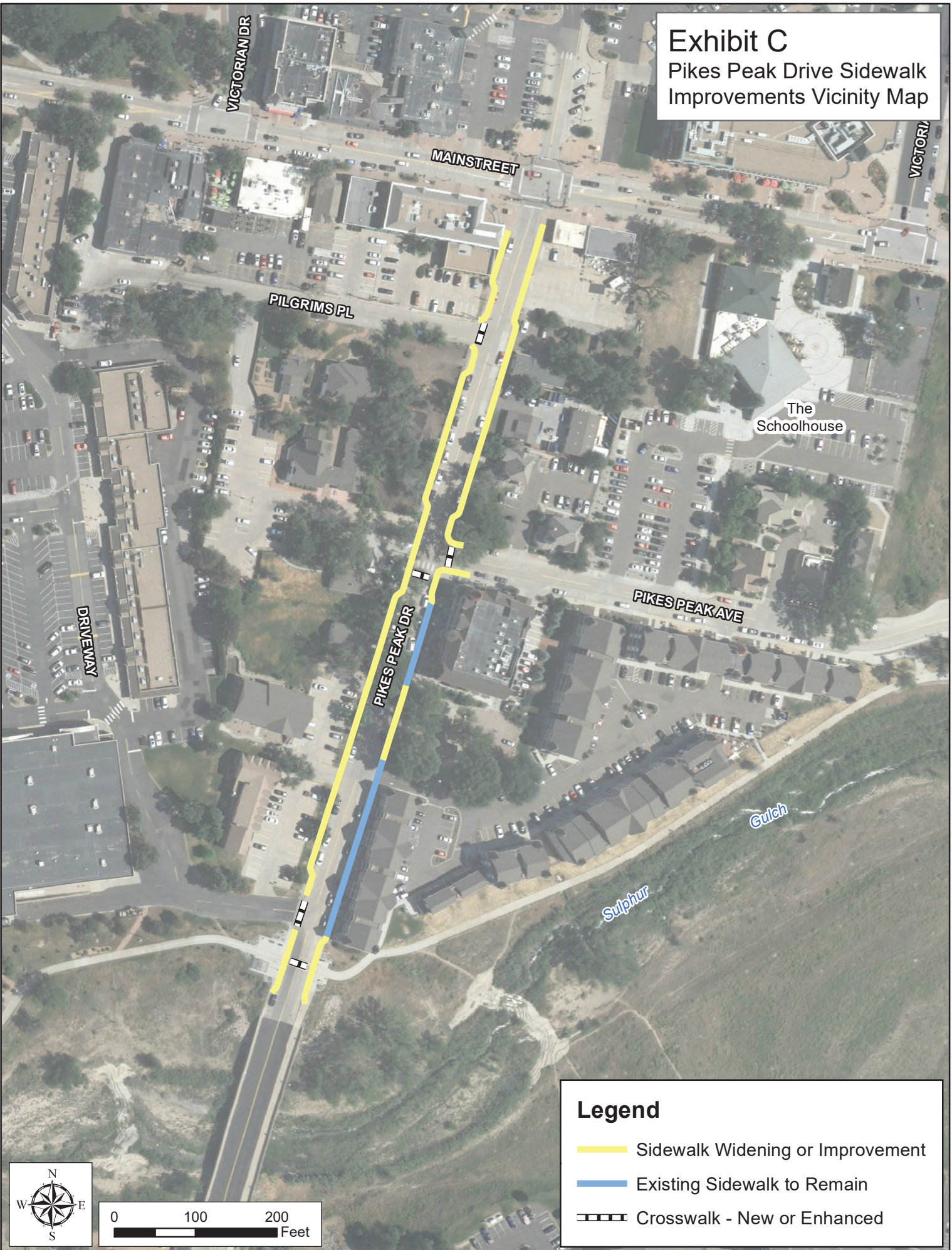
TEMP. CONST. EASEMENTS
NE 1/4 SEC. 22, T.6S., R.66W., 6TH P.M.
DOUGLAS COUNTY, COLORADO

JOB NUMBER 12321-03

4 OF 4 SHEETS

Exhibit C

Pikes Peak Drive Sidewalk Improvements Vicinity Map



Legend

-  Sidewalk Widening or Improvement
-  Existing Sidewalk to Remain
-  Crosswalk - New or Enhanced



Request for Town Council Action

Date: November 7, 2022

Submitted By: Alex Mestdagh, Engineering Service Manager

Reviewed By: Michelle Kivela, Town Manager

Title: **RESOLUTION NO. 22-058**
A Resolution Accepting the Conveyance of a Drainage Easement From Senderos Creek Retail, LLC, for a Portion of Lot 3, Olde Town at Parker 1A, First Amendment
Department: Engineering and Public Works, Alex Mestdagh

EXECUTIVE SUMMARY

This resolution accepts the conveyance of a drainage easement covering drainage improvements proposed with a site plan for Lot 3, Olde Town at Parker 1A, First 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 3, Olde Town at Parker 1A, First 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)



PROMOTE A SAFE AND
HEALTHY COMMUNITY



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH

ATTACHMENTS

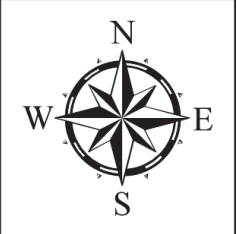
1. Vicinity Map
2. Resolution No. 22-058

RECOMMENDED MOTION

I move to approve Resolution No. 22-058, as part of the consent agenda.



Drainage Easement
Vicinity Map



RESOLUTION NO. 22-058, Series of 2022

TITLE: A RESOLUTION ACCEPTING THE CONVEYANCE OF A DRAINAGE EASEMENT FROM SENDEROS CREEK RETAIL, LLC, FOR A PORTION OF LOT 3, OLDE TOWN AT PARKER 1A, FIRST 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 Senderos Creek Retail, LLC, for a Portion of Lot 3, Olde Town at Parker 1A, First 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 29th day of October, 2020, by Senderos Creek Retail, LLC, a Colorado limited liability company, having an address at 900 Castleton Road Suite 118, Castle Rock, Colorado 80109 ("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** ("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: SENDEROS CREEK RETAIL, LLC

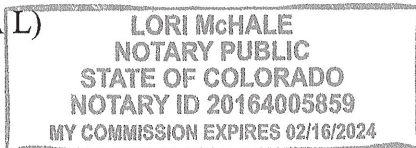
[Signature]
Bryan Byler, Manager

STATE OF Colorado)
) ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 29 day of October, 2020, by Bryan Byler, as Manager of Senderos Creek Retail, LLC.

My commission expires: 02/16/2024

(S E A L)



[Signature]
Notary Public

GRANTEE: TOWN OF PARKER

[Signature]
Mike Waid, Mayor
[Signature]
Jeff Toborg

ATTEST:

[Signature]
Carol Baumgartner, Town Clerk
[Signature]
Chris Vanderpool

EXHIBIT A

COTTONWOOD SURVEYING AND ASSOCIATES, INC

P.O. BOX 694, STRASBURG, CO OFFICE (303) 549-7992

SCALE 1" = _____ CHECKED BY: _____ JOB NO. 2018-01 SHEET 1 OF 2
NOTES _____ DATE 12 / 06 / 17 BY _____ PONS

25' DRAINAGE EASEMENT

LEGAL DESCRIPTION:

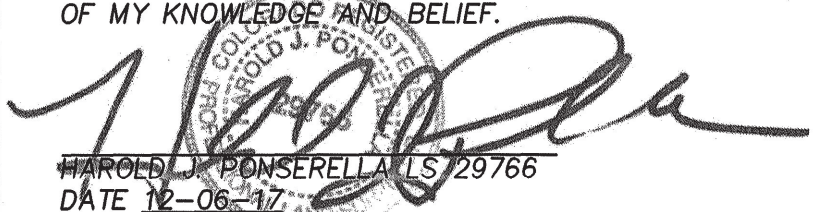
A 25.00 FOOT WIDE DRAINAGE EASEMENT, BEING A PORTION OF LOT 3, OLDE TOWN AT PARKER FILING No. 1A, FIRST AMENDMENT AS RECORDED UNDER RECEPTION No. 2007094472, SITUATE IN THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M., TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 3;
THENCE N00°00'00"W ALONG THE EAST LINE OF SAID LOT 3, A DISTANCE OF 94.92 FEET;
THENCE S90°00'00"W A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE WEST LINE OF A 30.00 FOOT WIDE ACCESS EASEMENT AS SHOWN ON SAID PLAT OF OLDE TOWN AT PARKER FILING No. 1A, FIRST AMENDMENT;
THENCE N89°53'39"W A DISTANCE OF 25.00 FEET;
THENCE N00°00'00"W A DISTANCE OF 64.00 FEET;
THENCE S89°53'39"E A DISTANCE OF 25.00 FEET, TO A POINT ON SAID WEST LINE;
THENCE S00°00'00"E ALONG SAID WEST LINE, A DISTANCE OF 64.00 FEET TO THE POINT OF BEGINNING CONTAINING 1600 SQUARE FEET OR 0.0367 ACRES MORE OR LESS.

BEARINGS ARE BASED UPON THE EAST LINE OF LOT 3, OLDE TOWN AT PARKER FILING No. 3

SURVEYOR'S CERTIFICATION

I, HAROLD J. PONSERELLA HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND ARE CORRECT AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF.


HAROLD J. PONSERELLA LS 29766

DATE 12-06-17

FOR AND ON BEHALF OF COTTONWOOD SURVEYING
AND ASSOC., INC. STRASBURG, COLORADO 80136

COTTONWOOD SURVEYING AND ASSOCIATES, INC

P.O. BOX 694, STRASBURG, CO OFFICE (303) 549-7992

SCALE 1" = 50' CHECKED BY: _____

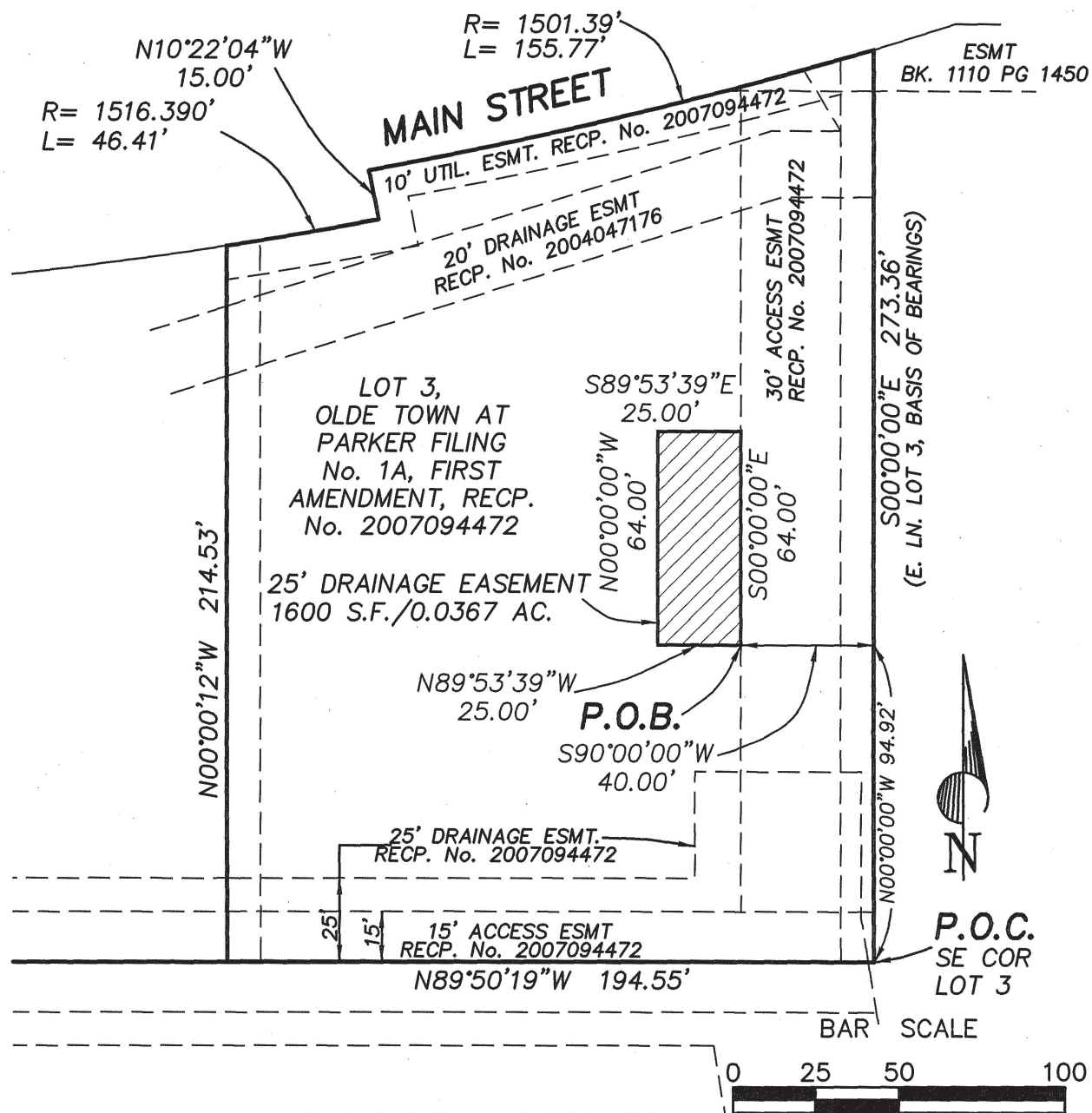
JOB NO. 2018-01

SHEET 2 OF 2

NOTES _____

DATE 12 / 06 / 17 BY _____ PONS

25' DRAINAGE EASEMENT EXHIBIT 'A'





Request for Town Council Action

Date: November 7, 2022

Submitted By: Alex Mestdagh, Engineering Service Manager

Reviewed By: Michelle Kivela, Town Manager

Title: **RESOLUTION NO. 22-059**
A Resolution Accepting the Conveyance of a Drainage Easement From Senderos Creek Condos, LLC, for a Portion of Tract F, Clarke Farms Subdivision Filing No. 2A

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 Tract F, Clarke Farms Subdivision Filing No. 2A.

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 the proposed Senderos Creek Condos development. The proposed design for the development includes offsite drainage improvements over a portion of Tract F, Clarke Farms Subdivision Filing No. 2A. 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



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH

ATTACHMENTS

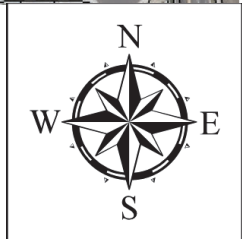
1. Vicinity Map
2. Resolution No. 22-059

RECOMMENDED MOTION

I move to approve Resolution No. 22-059, as part of the consent agenda.



Drainage Easement
Vicinity Map



RESOLUTION NO. 22-059, Series of 2022

TITLE: A RESOLUTION ACCEPTING THE CONVEYANCE OF A DRAINAGE EASEMENT FROM SENDEROS CREEK CONDOS, LLC, FOR A PORTION OF TRACT F, CLARKE FARMS SUBDIVISION FILING NO. 2A

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 Senderos Creek Condos, LLC, for a Portion of Tract F, Clarke Farms Subdivision Filing No. 2A, 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 9th day of June, 2023 by Senderos Creek Condos, LLC, a Colorado limited liability company, having an address at 4600 South Syracuse Street, Suite 900, Denver, Colorado 80237 ("Grantor"), and the Town of Parker, a Colorado home rule municipality, having an address of 20120 East Mainstreet, Parker, Colorado 80138 ("Grantee").

WHEREAS, Grantor is the beneficiary of a non-exclusive easement from the Clarke Farms Community Association, Inc. ("HOA") recorded in the real estate records of Douglas County, Colorado on November 14, 2018 at Reception No. 2018068899 ("Original Easement") over the Easement Property (defined below) for access to, and use of, the drainage pond and certain other related facilities; and

WHEREAS, Grantee desires to acquire a non-exclusive 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** ("Easement Property"), attached hereto and incorporated herein by this reference in the event that Grantor fails to adequately maintain the Drainage Facility as defined and described in the Original Easement; and

WHEREAS, Grantor is willing to partially assign its interest in the Original 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 assign, and for and in consideration of the easement rights herein assigned 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 partially assign unto Grantee, its successors, assigns, lessees, licensees and agents, on a non-exclusive basis, Grantor's interest in the Original 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 HOA's property.

2. Unencumbered Title. Grantor warrants that its interest in 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 property owned by Grantor and described in **Exhibit B** ("Grantor Property"), attached hereto and incorporated herein by this reference, 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 Grantor Property, 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 the Grantor Property shall be enforceable only against the then owner of such land, and not against any such owner's predecessors in interest. In the event that a homeowner association is created to govern the Grantor Property, then such homeowner association as successor in interest to Senderos

Creek Condos, LLC shall be liable for all obligations of Grantor hereunder and Senderos Creek Condos, LLC will thereby be released.

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

a. Grantee shall protect the Easement Property, and the adjacent lands of HOA 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 HOA.

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

7. Partial Assignment. Grantor acknowledges and agrees that paragraphs 2, 3, 4 and 6 through 11 of the Original Easement are not being assigned to the Grantee and are not subject to this Easement Agreement.

8. 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:

Senderos Creek Condos, LLC, a Colorado limited liability company

By: Senderos Creek Investments, LLC, a Colorado limited liability company, its Manager

By: 
~~Rudy Byler, Manager~~
Bryan Byler

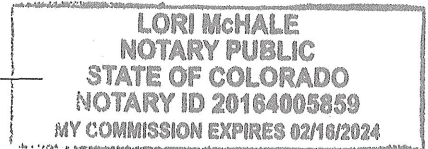
STATE OF COLORADO)
) ss:
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me as of the 9 day of June 2020 2019, by Rudy Byler as Manager of Senderos Creek Investments, LLC, a Colorado limited liability company, Bryan Byler Manager of Senderos Creek Condos, LLC, a Colorado limited liability company.

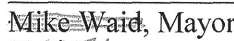
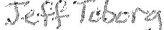
WITNESS my hand and official seal.

My Commission Expires: 02/16/2024


Notary Public



GRANTEE: TOWN OF PARKER

ATTEST: 
Mike Waid, Mayor

Jeff Tabory


Carol Baumgartner, Town Clerk
Chris Vanderpool

Exhibit A

(Easement Property)

TRACT F, CLARKE FARMS SUBDIVISION FILING NO. 2A, COUNTY OF DOUGLAS, STATE
OF COLORADO

Exhibit B

(Grantor Property)

A PARCEL OF LAND IN THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M., DESCRIBED AS FOLLOWS: STARTING AT A POINT (POINT OF BEGINNING) WHICH BEARS SOUTH 2700 FEET TO THE SOUTH RIGHT-OF-WAY LINE A DISTANCE OF 1060 FEET, FROM THE NORTHWEST CORNER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M.; THENCE SOUTH 660 FEET, THENCE EAST TO THE WEST RIGHT-OF-WAY LINE OF ROAD 1320 FEET, MORE OR LESS, THENCE NORTHERLY ALONG RIGHT-OF-WAY LINE TO INTERSECT THE SOUTH LINE OF COUNTY ROAD 660 FEET (FENCE CORNER), THENCE WEST ALONG THE RIGHT-OF-WAY LINE OF SAID ROAD 1320 FEET TO THE POINT OF BEGINNING,

EXCEPT THOSE PORTIONS CONVEYED IN DEEDS RECORDED AUGUST 14, 1968 IN BOOK 186 AT PAGE 24 AND JANUARY 21, 1969 IN BOOK 190 AT PAGE 81,

TOGETHER WITH THE SOUTH HALF OF VACATED WEST PARKER ROAD ABUTTING SAID PROPERTY DESCRIBED AND VACATED IN ORDINANCE NO. 3.85, SERIES OF 1992 RECORDED FEBRUARY 10, 1993 IN BOOK 1110 AT PAGE 1323 AND IN RESOLUTION NO. R-993-027 RECORDED FEBRUARY 11, 1993 IN BOOK 1110 AT PAGE 1450, COUNTY OF DOUGLAS, STATE OF COLORADO.



Request for Town Council Action

Date: November 7, 2022

Submitted By: Alex Mestdagh, Engineering Service Manager

Reviewed By: Michelle Kivela, Town Manager

Title: **RESOLUTION NO. 22-060**
A Resolution Accepting the Conveyance of a Public Sidewalk Easement From Clarke Farms Community Association, Inc., for a Portion of Tract F, Clarke Farms Subdivision Filing No. 2A

Department: Engineering and Public Works, Alex Mestdagh

EXECUTIVE SUMMARY

This resolution accepts the conveyance of a sidewalk easement covering a public sidewalk proposed over a portion of Tract F, Clarke Farms Subdivision Filing No. 2A.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town's Engineering criteria requires that easements be dedicated over all pedestrian facilities associated with public roadways that are located on private property. The easements are necessary to ensure the long-term access and operation of the pedestrian facilities.

The Engineering Department has reviewed and approved the construction drawings associated with the proposed Senderos Creek Condos development. The plans include pedestrian facilities along Mainstreet that encroach on the adjacent property, which is owned by the Clarke Farms HOA. Since the pedestrian 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 pedestrian facilities proposed within the easement will be the maintenance responsibility of the property owner, there is no financial impact to the Town.

STRATEGIC GOAL(S)



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH



PROMOTE A SAFE AND
HEALTHY COMMUNITY

ATTACHMENTS

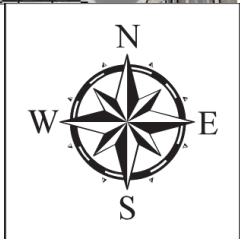
1. Vicinity Map
2. Resolution No. 22-060

RECOMMENDED MOTION

I move to approve Resolution No. 22-060, as part of the consent agenda.



Sidewalk Easement
Vicinity Map



RESOLUTION NO. 22-060, Series of 2022

TITLE: A RESOLUTION ACCEPTING THE CONVEYANCE OF A PUBLIC SIDEWALK EASEMENT FROM CLARKE FARMS COMMUNITY ASSOCIATION, INC., FOR A PORTION OF TRACT F, CLARKE FARMS SUBDIVISION FILING NO. 2A

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 Clarke Farms Community Association, Inc., for a Portion of Tract F, Clarke Farms Subdivision Filing No. 2A;

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 Clarke Farms Community Association, Inc., for a Portion of Tract F, Clarke Farms Subdivision Filing No. 2A, 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") made this 11 day of May, 2020, between Clarke Farms Community Association, a Colorado nonprofit corporation (hereinafter referred to as the "Grantor"), and the Town of Parker, a Colorado home-rule municipality (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 Sidewalk Easement 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.

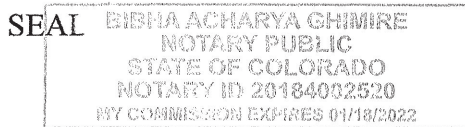
GRANTOR: CLARKE FARMS COMMUNITY ASSOCIATION, INC.

By: [Signature]
Jonathan Chapman, President

STATE OF COLORADO)
COUNTY OF Douglas)ss.

The foregoing instrument was acknowledged before me this 11 day of May, 2020 by Jonathan Chapman, as President of Clarke Farms Community Association, Inc.

My commission expires: 01/18/2022
[Signature]
Notary Public



TOWN OF PARKER, COLORADO

By: _____
Mike Waid, Mayor
Jeff Toborg

ATTEST:

Carol Baumgartner, Town Clerk
Chris Vanderpool

APPROVED AS TO FORM:

Town Attorney's Office

EXHIBIT A
PEDESTRIAN EASEMENT
SHEET 1 OF 2

LAND DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF TRACT F, BLOCK 2, CLARKE FARMS SUBDIVISION FILING NO. 2A RECORDED AT RECEPTION NUMBER 9306811, LOCATED IN THE NORTHWEST 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 SOUTHWEST CORNER OF SAID TRACT F AND A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF MAINSTREET RECORDED AT RECEPTION NO.'S 2002116352 AND 2003092239, SAID POINT BEING THE POINT OF BEGINNING; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY-LINE ALSO BEING THE NORTHERLY LINE OF SAID TRACT F, 494.39 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1484.39 FEET, A CENTRAL ANGLE OF 19°04'45", AND A CHORD WHICH BEARS N64°43'14"E A DISTANCE OF 492.11 FEET TO THE NORTHEAST CORNER OF SAID TRACT F; THENCE ALONG THE EASTERLY LINE OF SAID TRACT F THE FOLLOWING TWO (2) CONSECUTIVE COURSES;
1) THENCE S43°27'45" W A DISTANCE OF 47.36 FEET;
2) THENCE S03°43'57" E A DISTANCE OF 4.30 FEET;
THENCE 402.31 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1504.03 FEET, A CENTRAL ANGLE OF 15°19'33", AND A CHORD WHICH BEARS S64°44'33"W A DISTANCE OF 401.11 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID TRACT F; THENCE ALONG SAID SOUTHERLY LINE, S89°36'42"W A DISTANCE OF 49.92 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS 0.142 ACRES OR 6,195 SQUARE FEET MORE OR LESS.

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

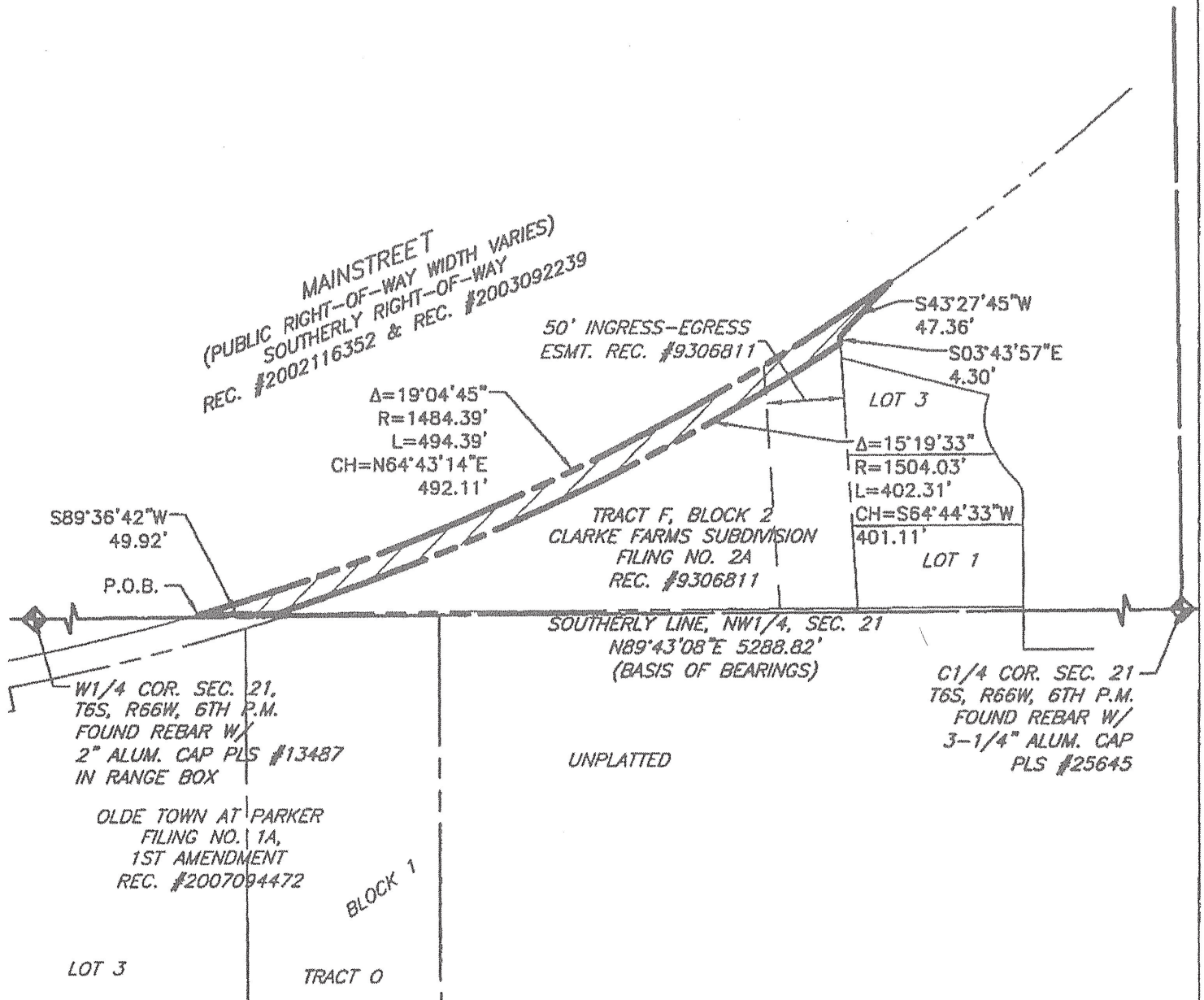
BASIS OF BEARINGS

BEARINGS ARE BASED ON THE SOUTHERLY LINE OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN ASSUMED TO BEAR N89°43'08"E AND BEING MONUMENTED BY A FOUND REBAR WITH 2" ALUMINUM CAP IN RANGE BOX PLS #13487 AT THE WEST QUARTER CORNER AND A FOUND REBAR WITH 3-1/4" ALUMINUM CAP PLS #25645 AT THE CENTER QUARTER CORNER.

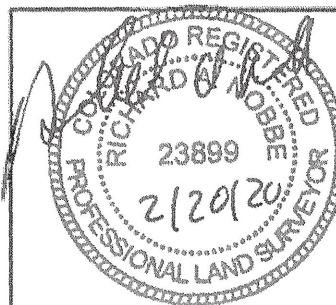
PREPARED BY VALERIA JUAREZ
REVIEWED BY RICHARD NOBBE, PLS #23899
FOR AND ON BEHALF OF
MARTIN/MARTIN, INC.
12499 WEST COLFAX AVENUE
LAKEWOOD, COLORADO 80215
303-431-6100
FEBRUARY 18, 2020



EXHIBIT A
PEDESTRIAN EASEMENT
SHEET 2 OF 2



0 50 100
SCALE: 1"=100'
ALL DIMENSIONS ARE
U.S. SURVEY FEET



FEBRUARY 18, 2020

MARTIN/MARTIN
CONSULTING ENGINEERS

12499 WEST COLFAX AVENUE, LAKEWOOD, COLORADO 80215
303.431.6100 MARTINMARTIN.COM

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

PARKER

Overall Parcel

No	Bearing	Chord	Radius	M Arc	C Arc	Delta
001	N64-43-14E	492.110	1484.390	494.390	494.392	019-04-59 CC
002	S43-27-45W	47.360				
003	S03-43-57E	4.300				
004	S64-44-33W	401.110	1504.030	402.310	402.308	015-19-33 C
005	S89-36-42W	49.920				

CLOSURE = 0.006 N29-14-39W

PERIMETER = 998.280 PRECISION = 1: 163602

AREA = 6194.65 SQ. FEET OR 0.142210 ACRES



Request for Town Council Action

Date: November 7, 2022

Submitted By: Alex Mestdagh, Engineering Service Manager

Reviewed By: Michelle Kivela, Town Manager

Title: **RESOLUTION NO. 22-062**
A Resolution Accepting the Conveyance of a Drainage Easement From Mainstreet Developers LLC for Mark Six 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 a portion of Mark Six 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 Mark Six Business Subdivision. 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 within 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



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH

ATTACHMENTS

1. Vicinity Map
2. Resolution No. 22-062

RECOMMENDED ACTION

I move to approve Resolution No.22-062, as part of the consent agenda.



Drainage Easement
Vicinity Map



RESOLUTION NO. 22-062, Series of 2022

TITLE: A RESOLUTION ACCEPTING THE CONVEYANCE OF A DRAINAGE EASEMENT FROM MAINSTREET DEVELOPERS LLC FOR MARK SIX 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 Mainstreet Developers LLC for Mark Six 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 14 day of October, 2021, by Mainstreet Developers LLC, a Nevada limited liability company having an address at 18860 Clarke Road, Parker, Colorado 80134 ("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: MAINSTREET DEVELOPERS
LLC


Chris Bridgeford, Manager

STATE OF Colorado)
) ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 14 day of October, 2021 by Chris Bridgeford, as Manager of Mainstreet Developers LLC.

My commission expires: December 11, 2025

(S E A L)

KELLI L HARMS MARINCIN
Notary Public
State of Colorado
Notary ID # 20094033658
My Commission Expires 12-11-2025


Notary Public

GRANTEE: TOWN OF PARKER

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Acting 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:\Project\18010\dwg\Exhibit\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**

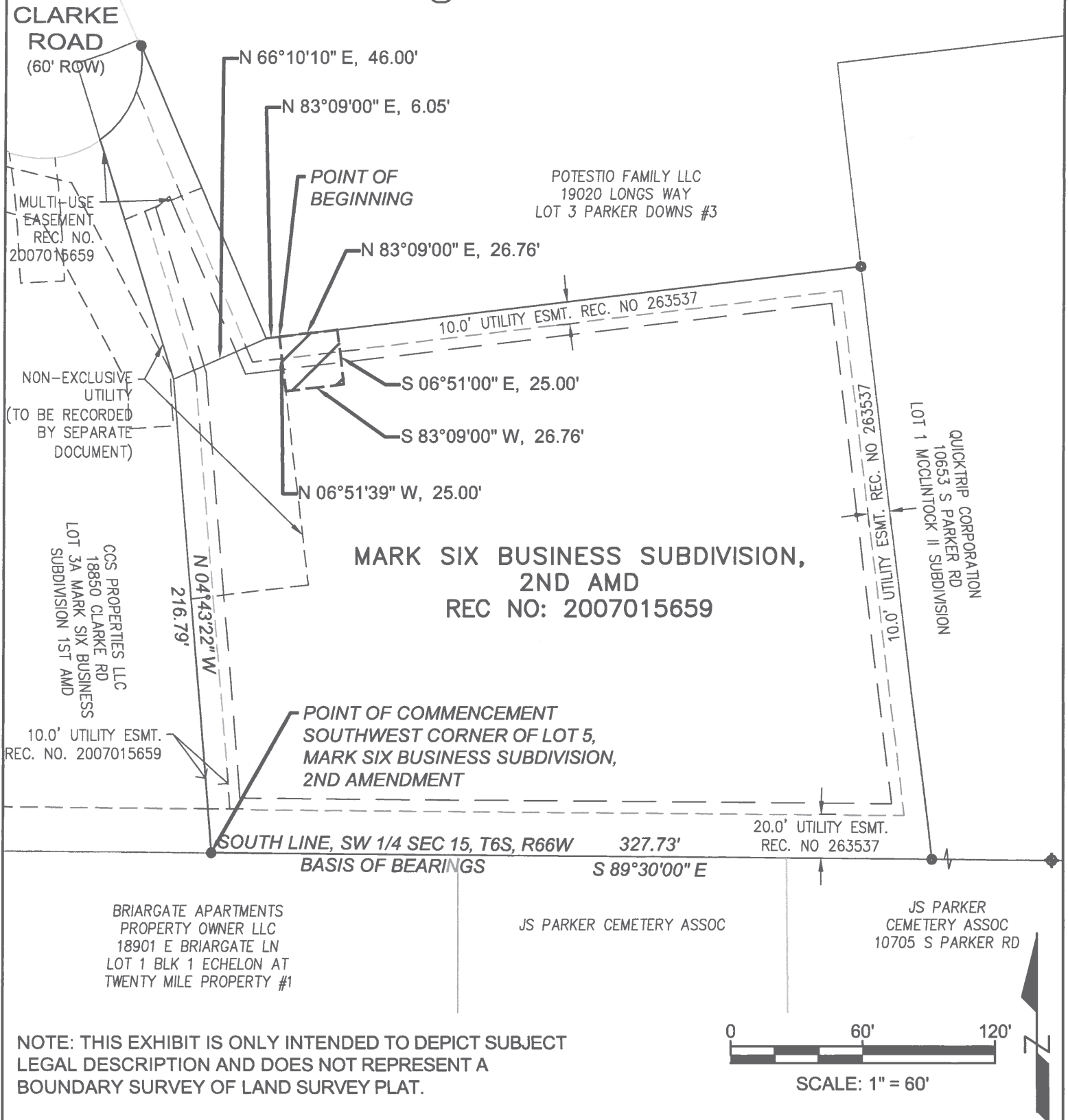
Drawn By: TEW
Checked By: EF
Revisions: 06-23-21

Page 1



EXHIBIT A

Legal Exhibit



Project Number: 18010
Project: 18010.dwg (Exhibit A) 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**

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



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

\\projects\18\18010\dwg\Exhibit\Town of Parker\Drainage Easement Sub\dep

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**

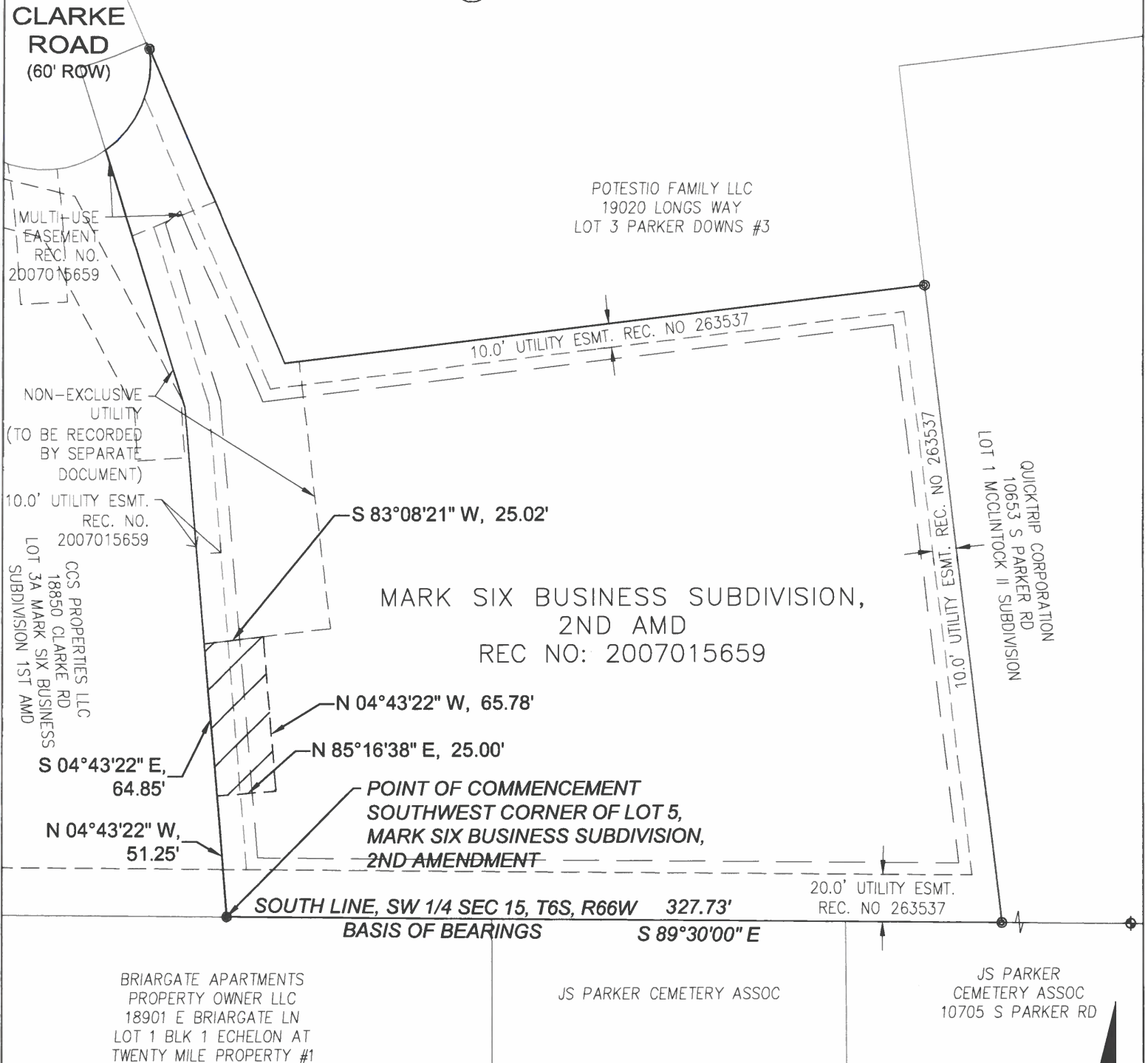
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Checked By: EF
Revisions: 06-23-21

Page 1

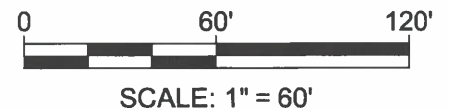


EXHIBIT B

Legal Exhibit



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:\Projects\18010\Drawings\Exhibits\Town of Parker Drainage Easement Sounding

DRAINAGE EASEMENT MARK 6 BUSINESS AMD 2, LOT 5

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

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





Request for Town Council Action

Date: November 7, 2022

Submitted By: Alisa Babler, Engineering Service Manager

Reviewed By: Michelle Kivela, Town Manager

Title: **Traffic Signal Control Cabinets Contract**

Amount: **\$112,258.00**

Contractor: **Traffic Signal Controls, Inc.**

Department: **Engineering and Public Works, Alisa Babler**

EXECUTIVE SUMMARY

This item is to award a purchase order with Traffic Signal Controls, Inc. for procurement of seven (7) traffic signal control cabinets for \$112,258.00.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

This item is for the procurement of seven (7) traffic signal control cabinets. Four (4) cabinets will be utilized for replacing end of service life cabinets plus flashing yellow arrow conversions, one (1) cabinet will be used for knockdown stock in case of emergency replacement, and two (2) cabinets will be utilized for Town traffic signal capital improvement construction projects.

Traffic signal cabinets must be electrically sound as well as weatherproof to provide reliable service for the traveling public. They also house the ethernet and fiber optic equipment that supports the Town's communications network. Traffic signal cabinets need replacement due to end of service life, vehicle knockdowns, or to allow for conversion to flashing yellow arrow operations. Cabinets can also require upgrades due to expanded equipment demands such as new communications or detection equipment. Having an inventory on hand reduces delays associated with ordering on demand as lead times are several months. Pricing for the traffic signal control cabinets is part of a cooperative purchasing agreement with the Colorado Department of Transportation.

FINANCIAL IMPACT

Funding for the traffic signal control cabinets has been appropriated in the Traffic Services Transportation Equipment (101-4312-7420) account.

STRATEGIC GOAL(S)



PROMOTE A SAFE AND
HEALTHY COMMUNITY



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH

ATTACHMENTS

None

RECOMMENDED MOTION

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



Request for Town Council Action

Date: November 7, 2022

Submitted By: Alisa Babler, Engineering Service Manager

Reviewed By: Michelle Kivela, Town Manager

Title: **Crowfoot Valley Road - Bayou Gulch/Chambers Road Traffic Signal (CIP 22-002)**

Amount: **\$332,334.00**

Contractor: **Interface Communication Company**

Department: **Engineering and Public Works, Alisa Babler**

EXECUTIVE SUMMARY

This item is to enter into a trade contractor agreement with Interface Communication Company for the Crowfoot Valley Road - Bayou Gulch/Chambers Road traffic signal project (CIP22-002) for \$332,334.00.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town issued a "Notice to Bidders" for proposals for the Crowfoot Valley Road - Bayou Gulch/Chambers Road traffic signal (CIP22-002) on September 20, 2022, with the proposals (bids) publicly opened on October 13, 2022. The project consists of the installation of a span wire traffic signal at the Crowfoot Valley Road & Bayou Gulch/Chambers Road intersection.

The Town received bids from three (3) contractors, with Interface Communication Company being the lowest responsible bidder. Interface Communication Company has successfully completed traffic signal projects as a subcontractor with the Town. Therefore, staff recommends awarding this contract to Interface Communication Company. The bid results were as follows:

Interface Communication Company	\$332,334.00
Sturgeon Electric Company, Inc.	\$466,890.00
Lighthouse Transportation Group	\$492,398.00

FINANCIAL IMPACT

Funding for this project is part of the approved 2022 Capital Improvement Fund. The Town will assume the long-term maintenance of the traffic signal. The Town currently has Traffic Services staff to maintain the traffic signal, but will require additional annual funding in future years for

maintenance supplies and operation costs.

STRATEGIC GOAL(S)



PROMOTE A SAFE AND
HEALTHY COMMUNITY



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH

ATTACHMENTS

None

RECOMMENDED MOTION

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



Request for Town Council Action

Date: November 7, 2022

Submitted By: Brett Collins, Projects Administrator

Reviewed By: Michelle Kivela, Town Manager

Title: **Harvie Open Space Electric Line Lowering with CORE Electric Cooperative Contract**

Amount: **\$173,693**

Contractor: **CORE Electric Cooperative**

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

EXECUTIVE SUMMARY

Approval of a contract with CORE Electric Cooperative for the lowering of an existing underground electrical line at the Harvie Open Space.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town Council approved a construction contract on October 17, 2022, for the Harvie Open Space Access Improvements project. To move forward with the project, an existing underground CORE electric line needs to be lowered to install the driveways to a new parking lot for the open space park.

The electrical line is in a CORE-owned easement on the Harvie Open Space property and is not covered under the Town's franchise agreement with CORE. CORE has designed the project and provided a cost to lower the existing electrical line. Staff recommends Town Council approve the contract with CORE.

FINANCIAL IMPACT

Funding in the amount of \$173,693 is appropriated in the 2022 Parks, Recreation and Open Space fund for the project.

STRATEGIC GOAL(S)



ATTACHMENTS

None

RECOMMENDED MOTION

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

PROCLAMATION
NATIONAL AMERICAN INDIAN HERITAGE MONTH

WHEREAS, the history and culture of our great nation have been significantly influenced by American Indians and indigenous peoples; and

WHEREAS, the contributions of American Indians have enhanced the freedom, prosperity, and greatness of America today, and

WHEREAS, their customs and traditions are respected and celebrated as part of a rich legacy throughout the United States; and

WHEREAS, Native American Awareness Week began in 1976 and recognition was expanded by Congress and approved by President George Bush in August 1990, designating the month of November, as National American Indian Heritage Month; and

WHEREAS, in honor of National American Indian Heritage Month, community celebrations as well as numerous cultural, artistic, educational, and historical activities have been planned;

NOW, THEREFORE, I, Jeff Toborg, Mayor for the Town of Parker, Colorado, do hereby proclaim, November 2022, as:

NATIONAL AMERICAN INDIAN HERITAGE MONTH

and urge all our citizens to observe this month with appropriate programs, ceremonies, and activities.

In witness whereof, I have hereunto set my hand this 7th day of November 2022.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

PROCLAMATION
EXTRA MILE DAY

WHEREAS, Parker, Colorado, is a community which acknowledges that a special vibrancy exists within the entire community when its individual citizens collectively “go the extra mile” in personal effort, volunteerism, and service; and

WHEREAS, Parker, Colorado, is a community which encourages its citizens to maximize their personal contribution to the community by giving of themselves wholeheartedly and with total effort, commitment, and conviction to their individual ambitions, family, friends, and community; and

WHEREAS, Parker, Colorado, is a community which chooses to shine a light on and celebrate individuals and organizations within its community who “go the extra mile” in order to make a difference and lift up fellow members of their community; and

WHEREAS, Parker, Colorado, acknowledges the mission of Extra Mile America to create 550 Extra Mile cities in America and is proud to support “Extra Mile Day” on November 7, 2022.

NOW THEREFORE, I, Mayor of Parker, Colorado, do hereby proclaim
November 7, 2022, as

Extra Mile Day

and urge each individual in the community to take time on this day to not only “go the extra mile” in his or her own life, but to also acknowledge all those who are inspirational in their efforts and commitment to make their organizations, families, community, country, or world a better place.

In witness whereof, I have hereunto set my hand this 7th day of November 2022.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk



Request for Town Council Action

Date: November 7, 2022

Submitted By: Jim Maloney, Assistant Town Attorney

Reviewed By: Michelle Kivela, Town Manager

Title: **Development and Financing Agreement Between the Town of Parker, the Parker Authority for Reinvestment, and CD-Parker, LLC**

Department: **Town Attorney, Jim Maloney**

EXECUTIVE SUMMARY

On September 6, 2022, the Town and PAR entered into Purchase and Sale Agreements with Confluence Companies, LLC, for the sale of six (6) parcels of real property (the “Parcels”). One of the conditions to close the sale of these Parcels was the approval of a Development Agreement for the development of these Parcels by Confluence Companies. The purpose of this agenda item is for the Town Council to consider the Development Agreement for approval.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Development Agreement between the Town, the Parker Authority for Reinvestment and CD-Parker, LLC (“Confluence Companies”), defines (1) the Project; (2) the performance deadlines for obtaining governmental approvals for each Parcel of the Project; (3) the performance deadlines for commencing construction on each Parcel of the Project; (4) the public investment tools to be used to fill the financial gap based on the gap analysis prepared by Economic & Planning Systems, Inc. (the “Consultant”) on behalf of PAR; (5) a cap on the total amount of revenue to be shared from these public investment tools; and (6) specific caps on the period of time that the public investment tools described below will be shared with Confluence Companies.

The Project Described in the Development Agreement

The Project as described in the Development Agreement provides for the development of each Parcel as follows:

(1) East Main Parcel: A mixed-use, multistory development containing 19,000 square feet of commercial retail space; 300 multiple-family dwelling units; and parking as required by the Town Code.

(2) Schoolhouse Parcel: A multistory development of 10,000 square feet of retail and office space; building height of up to two (2) stories; and parking as required by the Town Code.

(3) PAR Parcel: A multistory development of 28,000 square feet of commercial retail and office space; and parking as required by the Town Code.

(4) PACE Lot 2A Parcel and the PACE Lot 2B Parcel: A mixed use multistory development of the PACE Lot 2A Parcel and the PACE Lot 2B Parcel, which includes: 36,000 to 50,000 square feet of commercial retail; at least one (1) restaurant with outdoor seating; one (1) public plaza with amenities that may span both PACE Parcels; 120 multifamily residential dwelling units that are designed, constructed and platted as condominiums; and parking as required by the Town Code.

(5) Pine Curve Parcel: a mix of 1-story to 4-story buildings, that include in the aggregate 154 apartment/residential units and 28,500 to 34,000 square feet of commercial retail. The development will also include a 10-acre park, open space and buffer to the Parker Vista neighborhood.

(6) Parking Garage: 3- or 4-story garage to replace the parking that will be eliminated on the PACE Lots 2A and 2B. Construction of the Parking Garage will proceed concurrently with the development of the East Main Parcel. Development of the PACE Lots 2A and 2B will not commence until the Parking Garage is constructed, provided that the Town Council authorizes the construction of the Parking Garage prior to December 31, 2026.

The Key Elements of the Project Described in the Development Agreement

The Key Elements of the Project, as described in the Development Agreement, establish the allocation of the ground floor area that must be used for Active Commercial Uses, based on frontage to Mainstreet. The Development Agreement defines *Active Commercial Uses* as uses that have as their principal activity arts and culture, retail, restaurant, bar/tavern, entertainment and certain personal services that contribute to economic vitality; that are open to the public the majority of the week; that generate substantial pedestrian traffic; and that promote visitation to Downtown. The Key Elements of the Project also address Park, Trail and Open Space Dedication; Building Step-Back; Public Art; Pine Curve View Plane; Pine Curve Buffer; and the Interim Commercial Uses that are allowed.

The Park, Trail and Open Space dedication component will require a 10-acre park on the Pine Curve Parcel. Under the Town Code, the park requirement for the entire Project is approximately 1.73 acres. Confluence Companies has agreed to dedicate 10 acres for a park with open space and a buffer to the Parker Vista neighborhood to be located on the Pine Curve Parcel (the “Park”). The Town will reimburse Confluence Companies for the actual cost to design and build the Park, in an amount not to exceed the development excise taxes collected by the Town from the development of the Project.

The Building Step-Back component will require a step-back for those buildings greater than three (3) stories in height to promote a contextual design approach and mitigate potential visual

impacts. This design element feature applies to the upper stories of a building and pushes these stories toward the center of a Parcel. The Building Step-Back will not apply to a stand-alone parking structure, including the Parking Garage to be constructed east of the PACE Center as a part of the Project.

The Public Art component will require at least one (1) display area on each Parcel for Art Encounters Rotating Art display. The other component will require the provision of three (3) permanent art displays, one (1) to be located on the East Main Parcel, one (1) to be located on one of the PACE parcels, and one (1) to be located on the Pine Curve Parcel. The permanent art displays will be planned, funded and installed by a partnership of Confluence Companies, PAR, the Town, and the Parker Cultural and Scientific Commission.

The Pine Curve View Plane component will regulate the height of buildings on Pine Curve to preserve views to the west from adjacent residential lots in the Parker Vista neighborhood. The Development Agreement contains specific elevation restrictions and requires Confluence Companies to prepare a viewplane exhibit with the minor development plat, to be amended with each site plan. The view plane exhibit will be used to regulate the height of buildings on Pine Curve.

The Pine Curve Buffer component will require a minimum buffer of 55 feet from the Parker Vista neighborhood. A majority of the buffer area will be included within the 10-acre park.

The Interim Commercial Uses component will address the situation where Confluence Companies is not able to rent space for an Active Commercial Use on commercially reasonable terms. The Development Agreement provides a process for addressing this situation by establishing a time limit for Interim Commercial Uses.

Governmental Approvals/Construction Performance Deadlines

The Purchase Agreements for the Parcels contained post-closing covenants that require Confluence Companies to obtain governmental approvals and commence construction on each Parcel by the specific dates contained in the Development Agreement. If Confluence Companies fails to perform by the specific dates contained in the Development Agreement, the Town/PAR has the right to repurchase the Parcels. The Development Agreement contains the following performance deadlines that require Confluence Companies to obtain governmental approvals and commence construction on each Parcel as follows:

	Governmental Approval Deadline	Commencement of Construction Deadline
East Main	9/30/2026	12/31/2026
PACE Lot 2A	9/30/2028	12/31/2028
PACE Lot 2B	9/30/2028	12/31/2028
PAR	9/30/2029	12/31/2029
Schoolhouse	9/30/2029	12/31/2029
Pine Curve	9/30/2030	12/31/2030

The Development Agreement also contains a schedule of performance, which is different from the post-closing covenants discussed above. The schedule of performance requires Confluence Companies to proceed with the development of the Project in a diligent manner, starting with the East Main Parcel and the Parking Garage. The development of East Main Parcel and the Parking Garage is to proceed concurrently.

The development of the PACE Parcels cannot proceed until the Parking Garage is complete. However, the Town will need to authorize Confluence Companies to start construction of the Parking Garage no later than December 31, 2026. If the Town does not authorize construction of the Parking Garage by this deadline, Confluence will be allowed to develop the PACE Center surface parking lot. PAR is funding the construction of the Parking Garage.

Although the schedule of performance does not require Confluence Companies to proceed in any particular sequence, other than starting with the East Main Parcel and the Parking Garage, there cannot be gaps in excess of twelve (12) months between the construction of a Parcel and the submittal of a land use application for the development of the next Parcel.

The Public Investment Tools

PAR's Consultant prepared a gap analysis for the Project (the "GAP Analysis"), which analyzed the cost of the Project, the overall Project return and a reasonable rate of return to Confluence Companies for developing the Project, with consideration given to current financial conditions and the associated level of risk. A copy of the GAP Analysis is attached to the Development Agreement. The Consultant concluded that the Project is not financially feasible without public investment to fill the financial gap (the "Financial Gap"). The Financial Gap for the Project is \$57,300,000. The public investment used in the GAP Analysis to fill the Financial Gap is a combination of property tax increment (through PAR-87.485 mills), sales tax share back (2.5%, which excludes 0.5% for Parks), Public Improvement Fee (2%) and general improvement district revenues (45 mills). The proposed Development Agreement contains a "windfall" provision, which is intended to protect the Town and PAR from the Developer enjoying the benefits of the public investment tools, and then selling components of the Project for a high rate of return – essentially using the public investment tools to receive a disproportionate profit.

Revenue and Time Caps for the Public Investment Tools

The Overall Incremental Revenue Cap is the cap for the entire Project, which includes all of the Parcels. However, the time cap is different for each public investment tool that is used to fill the Overall Incremental Revenue Cap. The time cap for each public investment tool is described below.

The payment of the property tax increment will terminate upon the earlier to occur of (a) when the Overall Incremental Revenue Cap is reached, or (b) December 31, 2034. With the termination of the property tax increment in 2035, the other property tax entities will receive new revenue, which is estimated at \$2,800,000 a year.

The payment of sales tax will terminate upon the earlier to occur of (a) when the Overall Incremental Reserve Cap is reached, or (b) with respect to each Parcel, 15 years after a certificate of occupancy, temporary or otherwise, is issued for the first improvement of such Parcel. During the period of time utilized for the GAP Analysis, the Town will retain approximately \$25,900,000, from the .5% that the Town will not be sharing with Confluence Companies, until the sales tax share back has concluded.

The payment of the public improvement fee will terminate upon the earlier to occur of (a) when the Overall Incremental Revenue Cap is reached, or (b) 30 years after a certificate of occupancy, temporary or otherwise, is issued for the first improvements on the last parcel to be developed.

The payment of government improvement district (the “GID”) revenues shall terminate upon the earlier to occur of (a) when the Incremental Revenue Cap is reached, or (b) 30 years after a certificate of occupancy, temporary or otherwise, is issued for the first improvements on the last parcel to be developed.

The GID will not be formed until after the closing of the Purchase Agreements. The process to form a GID begins when the property owner (Confluence Companies) submits a petition to the Town to form the GID. The Town Council is authorized under state law to form the GID by ordinance and to call for an election to approve a mill levy (45 mills is being proposed). The Town Council serves as the Board of the GID and will allocate the mill levy revenue to Confluence Companies to be used for the public purposes described in the Development Agreement.

Public Benefits of the Project

The Project includes restaurant, retail, office, residential development, active ground floor uses, public space, and multistory building elements. The key Project elements create public benefits by fulfilling the vision and goals of the Town’s Mainstreet Master Plan, building on public investments made by the Town and PAR to foster placemaking, and generating fiscal and economic benefits for the local area.

Mainstreet Placemaking Benefits

Key Project elements represent private sector investment on six parcels that are adjacent or proximate to, and interspersed among, significant investments made by the Town in cultural, educational, historical, performance, and gathering places on East Mainstreet. Combined, the Project elements represent the private sector portion of the public, private, nonprofit, and community sectors necessary for effective placemaking. Key public investment and placemaking projects to-date include:

- Parker Arts and Cultural Events Center (PACE): 600-seat performance theatre, visual arts gallery, dance studio, conference and event space, classrooms, and a culinary kitchen.
- Parker Schoolhouse complex renovation: 200-seat theater, dance studio, events space, and classrooms.

- Parker Branch - Douglas County Libraries: lending library, business and student research services, classes, adult education, and meeting space.
- Discovery Park: community gathering greenspace and plaza, performance stage, seasonal ice skating, children's water feature, and public art.

The Project represents the private sector investment contribution to Mainstreet placemaking. The Project's value of placemaking extends beyond direct financial investment. Through actions that bring activity to public and private spaces, stimulate reinvestment in properties and streetscapes, improve business viability and public safety, placemaking investments also bring residents together to gather, celebrate, and create. Placemaking is the difference between merely providing housing and retail establishments and instead developing a clear local identity that is unique, memorable, and desirable. Through placemaking efforts, the Project will enhance the brand that is Mainstreet Parker, which, in turn, sustains existing businesses and investment, fosters reinvestment, and creates local economic resiliency.

FINANCIAL IMPACT

The sharing with Confluence Companies of a combination of property tax increment (through PAR-87.485 mills, estimated \$16.3 million), sales tax share back (2.5%, which excludes 0.5% for Parks, estimated \$10.7 million), Public Improvement Fee (2%, estimated \$12.4 million) and general improvement district revenues (45 mills, estimated \$17.9 million) generated from the development of the Parcels by Confluence Companies in an amount not to exceed \$57,300,000.

STRATEGIC GOAL(S)



**INNOVATE WITH
COLLABORATIVE
GOVERNANCE**



**ENHANCE ECONOMIC
VITALITY**



**DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH**

ATTACHMENTS

1. Development and Financing Agreement

RECOMMENDED MOTION

I move to approve the Development and Financing Agreement between the Town of Parker, the Parker Authority for Reinvestment, and CD-Parker, LLC

DEVELOPMENT AND FINANCING AGREEMENT

THIS DEVELOPMENT AND FINANCING AGREEMENT (this “**Agreement**”) is made effective as of _____, 2022 (the “**Effective Date**”), by and among the TOWN OF PARKER, a Colorado municipal corporation (the “**Town**”), the PARKER AUTHORITY FOR REINVESTMENT, a body corporate duly organized and existing as an urban renewal authority under the laws of the State of Colorado (“**PAR**”), and CD-PARKER, LLC, a Colorado limited liability company (“**Developer**”).

RECITALS

WHEREAS, pursuant to that certain Purchase and Sale Agreement dated September 6, 2022, by and between the Town and Developer (the “**Town Purchase Agreement**”), Developer is under contract to acquire those certain parcels of real property (each, together with the PAR Property, a “**Parcel**”) located in Douglas County, Colorado, and more particularly described on **Exhibit A-1**, attached hereto and made a part hereof (collectively, the “**Town Property**”);

WHEREAS, pursuant to that certain Purchase and Sale Agreement dated September 6, 2022, by and between PAR and Developer (the “**PAR Purchase Agreement**”), Developer is under contract to acquire that certain property located in Douglas County, Colorado, and more particularly described on **Exhibit A-2**, attached hereto and made a part hereof (the “**PAR Property**,” together with the Town Property, is the “**Property**”) (the “**Town Purchase Agreement**,” together with the “**PAR Purchase Agreement**,” is the “**Purchase Agreements**”);

WHEREAS, Developer proposes to develop the Property into a mixed-use project as recommended by the Town’s adopted Mainstreet Master Plan and further described in this Agreement (the “**Project**”);

WHEREAS, the Project furthers several priorities for PAR and the Town, including more appropriate physical development of Downtown at an urban scale encompassing active commercial uses, employment, retail, restaurants, entertainment, parking, and additional options for residents of the Town;

WHEREAS, the Town, PAR, and their consultants have reviewed financial projections for the Project and have determined that the Project is not feasible absent the financial incentives described in this Agreement;

WHEREAS, PAR is carrying out the Parker Central Area Reinvestment Plan, as amended (the “**Plan**”) and is authorized under the provisions of Colorado’s Urban Renewal Law, C.R.S. § 31-25-101, *et seq.*, (the “**Act**”) to enter into agreements and provide financial incentives for the redevelopment of property within the Plan Area to eliminate blight;

WHEREAS, the Act requires that the Plan shall afford maximum opportunity, consistent with the sound needs of the municipality as a whole, for the rehabilitation or redevelopment of property within the Plan Area by private enterprise;

WHEREAS, in accordance with the Act and the Plan, PAR desires to assist the Developer in order to contribute to better utilization of previously under-utilized parcels, act as a catalyst for new development and redevelopment, and to provide funding as set forth herein for the Project as proposed to be feasible;

WHEREAS, the Project will generate significant sales and property taxes, including the property taxes to be imposed by the GID as provided in this Agreement. This Agreement provides for an equitable allocation of such incremental revenues in order that Developer may obtain a commercially reasonable return on investment in the Project. Such allocation is based on projected revenues as outlined in **Exhibit B-1**, attached hereto and made a part hereof. Development of the Project will likely serve to accelerate other development in the Town, which in turn will enhance sales and property tax increments within the Town, thereby allowing additional investment by the Town and PAR in other projects within the Town;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town, PAR, and Developer agree as follows:

ARTICLE I DEFINITIONS

1.01 Defined Terms. The following words when capitalized in the text shall have the meanings indicated below. Any initially capitalized terms used in this Agreement but not otherwise defined herein will have the meanings given to such terms in the Purchase Agreements.

(a) **Active Commercial Uses** means those required uses in the Project area located on the ground floor fronting public streets, rights-of-way, parking lots and parks or plazas. Active commercial use(s) have as their principal activity arts and culture, retail, restaurant, bar/tavern, entertainment and certain personal services that contribute to economic vitality; are open to the public the majority of the week; generate substantial pedestrian traffic; and promote visitation to Downtown. Where additional guidance regarding Active Commercial Area is necessary, the standards of the adopted Parker Mainstreet Master Plan shall control including, but not limited to, Appropriate Use; Chapter 3, p. 49; and Future Land Use; Chapter 3, p. 50.

(b) **Add-On PIF** means the public improvement fee, initially in the amount of 2% on Taxable Transactions, as set forth in the Add-On PIF Covenant, which will be imposed and collected in accordance with the terms of the Add-On PIF Covenant and this Agreement.

(c) **Add-On PIF Covenant** means a declaration of covenants by **Developer** imposing and implementing the Add-On PIF within the Property in a form to be negotiated between Town and Developer.

(d) **Add-On PIF Revenue** means the revenue derived from the imposition of the Add-On PIF in accordance with the Add-On PIF Covenant and this Agreement.

(e) **Board** means the board of directors of the GID to be formed as provided by this Agreement.

(f) **Certificate of Occupancy** means the documentation issued by the Town certifying a building's compliance with applicable building codes and other laws, indicating such building is in a condition suitable for occupancy.

(g) **Certification Year** means the year in which taxing authorities certify to Douglas County a property tax mill levy for collection in the following year.

(h) **Code** means the Town of Parker Municipal Code, as the same may be amended from time to time.

(i) **Collection Year** means the year in which property taxes are due and payable as a result of a mill levy certification by a taxing authority in the Certification Year.

(j) **Commercial Space** means internal building space designed and used for permitted commercial activity.

(k) **Contractual Obligation** means any agreement, including this Agreement, entered into by the Town and/or PAR which obligates the Town and/or PAR to pay monies deposited in the Special Fund, but excluding any Bond. This Agreement creates a Contractual Obligation.

(l) **Developer** means the entity designated in the introductory paragraph above, together with any entity to which any then existing rights and obligations under this Agreement are assigned as provided by Section 8.21; provided such entity expressly assumes all of Developer's then existing obligations under this Agreement, pursuant to a written agreement recorded in the Douglas County, Colorado Clerk and Recorder's office.

(m) **DC Use Tax** means the tax imposed and collected by Douglas County, Colorado on construction and building materials at the rate of 1%. The DC Use Tax is not subject to this Agreement and shall be collected by the Town on behalf of Douglas County and remitted to Douglas County during the initial construction of the Project; provided that the parking garage construction on Town property may be exempt from the payment of the DC Use Tax, subject to written approval from Douglas County, Colorado, that the parking garage is exempt from the DC Use Tax.

(n) **Eligible Costs** means those eligible costs set forth in **Exhibit C**, attached hereto and made a part hereof, for which Developer is receiving payments from the Special Fund of PAR pursuant to Article VI of this Agreement.

(o) **Force Majeure Event** means the occurrence of an event outside the control of Developer that prohibits or materially inhibits Developer's ability to perform a specified task under this Agreement. Examples of Force Majeure Events include pandemics and epidemics to the extent the same have resulted in issuance of public health orders that restrict the ability to work, lockouts, labor disputes, acts of God, acts of public enemies, terrorism, riots, insurrections, civil commotion, inability to obtain labor or materials or reasonable substitutes for either not resulting from a lack of planning or diligence by Developer, fire, or similar events. In order to claim a Force Majeure Event, Developer must notify Town of the occurrence of the event during the pendency thereof and exercise commercially reasonable efforts to attempt to overcome the impediment to

performance. For the avoidance of doubt, a Force Majeure Event will be deemed to exist during any period during which a construction lender for a portion of the Project has either (i) obtained a receiver for such portion of the Project pursuant to the provisions of the loan documents following an event of default thereunder or (ii) commenced a foreclosure of the lien of such lender's deed of trust encumbering such portion of the Project, and will be deemed to include until either (y) Developer regains possession and control of that portion of the Project from the receiver and/or lender, or (z) following a foreclosure, the foreclosing lender has conveyed the portion of the Project to a third party acquiring the portion of the Project for the purpose of continuing development pursuant to this Agreement.

(p) **General Improvement District/GID** means the Town of Parker General Improvement District to be organized after the execution of this Agreement, by ordinance approved by the Town Council, following the submittal of a petition by Confluence Companies, LLC as the owner of the Property, pursuant to C.R.S. Section 31-25-602, *et seq.*, as further described in Article VII of this Agreement.

(q) **GID Tax Revenue** means the annual GID property tax revenue generated in the Collection Year from imposition of the GID Mill Levy in the previous Certification Year, plus any collection of delinquent taxes in prior years.

(r) **GID Mill Levy** means the annual mill levy certified by the Board in the Certification Year.

(s) **GID Mill Levy Cap** means the maximum mill levy the GID may impose in any year under the TABOR authorization it may be granted following a GID election.

(t) **Incremental Revenue Cap:** \$57,300,000, is the aggregate Incremental Revenue, as described in Exhibit B-1, that the Developer may collect under this Agreement, which includes the Add-On PIF (Article V), Sales Tax Pledge (Article V), Tax Increment Payment (Article VI), and the Remittance Payment (Article VII). The amount of the Incremental Revenue Cap is further allocated among the Parcels as set forth on **Exhibit B-2**, attached hereto and made a part hereof.

(u) **Material Deviation** means a substantive modification to the Project consisting of any of the following: (i) increase in Residential Yield of fifteen percent (15%) or more, (ii) reduction in commercial space by fifteen percent (15%) or more, (iii) decrease in required parks, open space and trails by fifteen percent (15%) or more, (iv) reduction in required public improvements by fifteen percent (15%) percent or more, (v) elimination of any Project Elements, (vi) a substantive modification to any subsequently approved site plan that under the Town Regulations requires Planning Director approval, or (vii) modify or vary the Pine Curve view elevation as described in **Exhibit D**, attached hereto and made a part hereof.

(v) **Parker Central Area Reinvestment Plan Property Tax Increment or Plan Area Property Tax Increment** means the amount of property taxes paid to Douglas County and then remitted to PAR by the Douglas County Treasurer pursuant to the Act for the entirety of the Plan Area over and above the amount of such taxes collected each year from the base assessed

value as authorized by the Act and the Plan, which amount has not been pledged for other undertakings and activities as defined by the Act.

(w) **Party or Parties** means respectively one or all of the parties to this Agreement.

(x) **PIF Collection Agreement** means an agreement providing for the collection and remittance of the Add-on PIF Revenue, between Developer and the PIF Collection Agent. The PIF Collection Agreement shall provide for quarterly reporting to the Town Finance Department, which shall account for the collection and remittance of the Add-On PIF Revenue.

(y) **Pledged Revenues of PAR** means that portion of the Parker Central Area Reinvestment Plan Property Tax Increment identified in Article VI of this Agreement, together with the Project Property Tax Increment.

(z) **Post-Closing Covenant** means the Post-Closing Covenant to be attached as Exhibit B-2 to the Bargain and Sale Deed for the Town Property and to the Bargain and Sale Deed for the PAR Property, as provided in the Town Purchase Agreement and the PAR Purchase Agreement, respectively.

(aa) **Project** means the multi-phased, mixed-use project to be constructed on the Property, as the key elements thereof are generally described on Exhibit D.

(bb) **Project Fees** mean building permit fees, which include permit, plan check fees and administrative fees imposed on the Project by the Town, as required by the Code, as the same are in effect as of the time the same become due and payable. The Project Fees in effect as of the Effective Date are categorized and estimated on the attached **Exhibit E**, attached hereto and made a part hereof. The Development Excise Tax that will be collected by the Town with the development of the Project as provided by Chapter 4.07 of the Code and the Stormwater Management Program that will be collected by the Town as provided by Chapter 4.08 of the Code are not subject to this Agreement.

(cc) **Project Property Tax** means the per annum ad valorem real property tax assessed to the Property (inclusive of the improvements constituting the Project), by all taxing authorities as adjusted for any protest, appeal, rebate or other adjustment under law.

(dd) **Project Property Tax Increment** means the amount of property taxes paid to Douglas County for the Property and then remitted to PAR by the Douglas County Treasurer pursuant to the Act over and above the amount of such taxes collected each year from the base assessed value as authorized by the Act and the Plan (which such amount Developer and the Town believe to be zero notwithstanding any currently stated “assessed value” of Property set forth in the Douglas County Assessor’s records).

(ee) **Project Sales Tax Revenue** means an amount equal to the Town Sales Tax collected by the Town in any calendar year on Taxable Transactions attributable to retailers operating within the Project or on the Property, less the 0.5% portion of the Town Sales Tax that is dedicated to Town parks and recreation. For the avoidance of doubt, as of the Effective Date, the Project Sales Tax Revenue is the two and one-half percent (2.5%) Town Sales Tax.

(ff) **Property** includes: Parcel A (Pine Curve), Parcel B (Schoolhouse Gym Parcel), Parcel C (East Main), Parcel D (PACE Lot 2A), Parcel E (PACE Lot 2B) and Parcel F (PAR Property).

(gg) **Residential Yield** means the total number of residential dwelling units pertaining to a development application, plan, proposal or project.

(hh) **Retail** means any businesses selling goods and services to the general public that are subject to the Town's Sales Tax.

(ii) **Schedule of Performance** means the schedule that governs the times for performance by the parties to this Agreement, with respect to each Parcel, as set forth in **Exhibit F**, attached hereto and made a part hereof.

(jj) **SP** means a site plan for any portion of the Property as approved by the Town pursuant to the Town Regulations.

(kk) **Special Fund** means the general ledger account maintained by PAR from which the Project Property Tax Increment is paid to the Town.

(ll) **Taxable Transactions** means the sale of tangible personal property at retail or the furnishing of taxable services within the Project that are subject to the Town Sales Tax, as amended from time to time

(mm) **Town Regulations** means the Town Charter, ordinances, resolutions, rules and regulations of the Town, including the Code, and other provisions of all zoning, subdivision and building codes, as the same may be amended from time to time.

(nn) **Town Sales Tax** means the tax of three percent (3%) on Taxable Transactions imposed under the Code; provided that the one-half percent (0.5%) Town sales tax portion thereof described in Chapter 4.04 of the Code is not subject to this Agreement and shall not be subject to Pledged Revenue described in Section 5.04 of this Agreement.

(oo) **Town Use Tax** means the tax of three percent (3%) imposed and collected by the Town during the construction and permitting process for the initial improvements for the Project on construction and building materials; provided that the one-half percent (0.5%) Town Use Tax portion thereof described in Chapter 4.04 of the Code shall not be subject to this Agreement and shall not be paid or discharged by the Town under Section 2.07 of this Agreement.

(pp) **View Plane** means a bulk standard that establishes a specific height envelope or elevation within which development may occur but not exceed to preserve a view from a specific vantage point across the development site to another point of visual interest.

1.02 Cross-Reference. Any reference to a section or article number, without further description, shall mean such section or article in this Agreement.

ARTICLE II DEVELOPMENT OF THE PROJECT-GENERALLY

2.01 Overall Project Responsibility. Developer shall be responsible for all aspects of Project permitting, Project development, construction, and construction management through Project completion. This Agreement does not create a partnership, joint venture or other legal entity between Developer and any of the other Parties. Rather the Town, PAR, and the Developer, each has a limited and discrete role in the development or financing of the Project as outlined in this Agreement.

2.02 Project Conformance.

(a) Developer shall develop and construct the Project in substantial compliance with the description of the Project elements listed in Exhibit D (“**Project Elements**”). Developer shall demonstrate compliance with the Project Elements for each Parcel on the Property as a condition to the issuance of a building permit and Certificate of Occupancy as required by the Town for any improvement contained within a Parcel. Issuance of a building permit by the Town shall constitute certification by the Town of compliance with the Project Elements requirement as reflected in the approved construction documents for the applicable improvement to be constructed within a Parcel, subject to the satisfaction of any conditions to such building permit.

(b) Any Material Deviation proposed by Developer from the Project Elements for the improvements contained within Parcels A through E shall require the written approval of the Town Manager or designee in addition to any approvals expressly required under the Code. Any Material Deviation proposed by Developer from the Project Elements for the improvements contained within Parcel F shall also require the written approval of the Executive Director of PAR or designee, in addition to any approvals expressly required under the Code. Any approved Material Deviation with respect to an improvement within a Parcel will not affect Developer’s right to develop the remainder of the Parcel, and any other Parcels, in accordance with the Project Elements. Developer may appeal an adverse decision of the Town Manager or designee to the Town Council, whose determination shall be final and binding on all Parties. The Developer shall initiate the appeal to the Town Council within ten (10) business days of the Manager’s or designee’s decision, in a written form, which specifies in particularity the nature of the appeal. The Town will schedule the appeal within thirty (30) days of the Developer’s appeal on the Town Council’s meeting agenda. Developer may appeal an adverse decision of the Executive Director or designee to the PAR Board, whose determination shall be final and binding on the Parties. Developer shall initiate the appeal to the PAR Board within ten (10) business days of the Executive Director’s or designee’s decision, in written form, which specifies in particularity the nature of the appeal. PAR will schedule the appeal within thirty (30) days of the appeal on the PAR Board’s meeting agenda.

2.03 Public Improvements. Developer and Town acknowledge that the Project will require the installation and construction of various infrastructure and other public improvements on the Property as necessary to serve the Project. Developer and Town acknowledge and agree that the development of the Project as described in the Project Elements will not require the development, contribution, or dedication of any public improvements not necessary for the use and operation of the Project. Developer’s obligations with respect to construction of such public

improvements, posting of security therefor, and applicable warranties will be as set forth in a separate subdivision or development agreement, or multiple such agreements as determined by the Town, to be entered into as part of the subdivision and/or SP process for the Project (or applicable portions thereof).

2.04 Public Plaza Development. As part of the development of the project improvements on Parcel C, Developer shall design and construct at its sole cost the “plaza” containing amenities and improvements for public use depicted as part of the Project Elements (the “**Plaza**”). The Plaza will be developed as part of the development of the Project improvements on Parcel C.

2.05 Retail and Restaurant Uses. Developer shall use the percentage of ground floor Commercial Space allocated to Active Commercial Uses as specified in Exhibit D; provided, however, that (i) Developer’s compliance with the foregoing requirement shall be measured on a Parcel-by-Parcel basis and not on a building-by-building basis; (ii) ground floor areas that are accessory to other uses in a building (e.g., building lobby and building amenities) will not be counted as Commercial Space for purposes of determining Developer’s compliance with the foregoing restrictions; and (iii) Developer may be permitted to deviate from the requirements of this Section 2.05 on an interim basis as set forth on Exhibit D.

2.06 Waiver of Project Fees and Taxes. Developer shall be relieved from payment of (i) Project Fees, and (ii) Exempt Use Tax (collectively, the “Fee and Tax Waiver”). Developer shall be required to pay any fees or charges imposed on the Project under the Town Regulations in effect as of date of this Agreement, excluding the Fee and Tax Waiver, but any future fees not currently part of the Town Regulations will be rebated or otherwise credited back to Developer.

2.07 Exempt Use Tax. Town will pay or discharge Town Use Tax on the Project, subject to annual appropriation by the Town Council. Consequently, Developer shall not be obligated to pay Exempt Use Tax, subject to such appropriation condition.

2.08 Town Regulations. Town Regulations shall apply to the development and construction of the Project on each Parcel and the use and occupancy of each Parcel.

2.09 Other Agreements. This Agreement does not restrict the Town or PAR from extending financial assistance incentives to any other project or enterprise, respective of ownership, including projects that may contain similar attributes to those of the Project.

2.10 Developer Exclusive Beneficiary. All entitlements and benefits accruing to Developer under this Agreement are subject to the terms and conditions of this Agreement and are exclusive to Developer as defined in Section 1.01. Except as otherwise provided in this Agreement, no other owner, tenant, business or occupant within the Project shall have any claim to the financial assistance afforded Developer under this Agreement. Accordingly, Developer shall indemnify and defend the Town and PAR against any claims to amounts paid or payable to Developer asserted by any persons. Such indemnification shall extend to the reasonable attorney’s fees incurred by the Town and PAR in responding to and/or defending against such claims, including attorneys’ fees incurred prior to or in the absence of litigation.

2.11 Public Benefits. As contemplated by Section 6.3 of each Purchase Agreement, **Exhibit G**, attached hereto and made a part hereof, describes the public benefits to be created by the development of the Project. The aggregate amount of the Public Benefits Credit for the Project equals Seventeen Million Four Hundred Forty-Five Thousand Five Hundred Seven Dollars and Seven Cents (\$17,445,507.07), as allocated on Exhibit G to each of the Parcels in accordance with their proportion of the Purchase Price. The amount of the Public Benefits Credit will be applied against the Purchase Price otherwise payable by Developer to Town or PAR, as applicable, under each Purchase Agreement.

ARTICLE III LAND USE AND CONSTRUCTION PREPARATION

3.01 Site Preparation. Developer at its expense shall complete all demolition of existing structures and improvements, utility relocation(s)/extension(s), and other activities necessary for construction of the Project to commence on a Parcel.

3.02 Land Use Approvals. Developer and Town shall cooperate to re-plat Parcels D (PACE Lot 2A) and E (PACE Lot 2B) to accommodate compliance with Town Regulations and facilitate the development of the Project on such Parcels in accordance with the Project Elements. Developer shall be responsible for obtaining SP approval for all the Parcels as part of the Project, exclusive of the Parking Garage, in accordance with all Town Regulations. Execution of this Agreement does not create any vested rights in Developer or obligate Town to grant any land use approval. It is anticipated that the Project will require only those Governmental Approvals described in Section 3.03, subject to subsequent amendments to the Code, that are made applicable to the Project in accordance with applicable law. Developer also agrees that as part of the minor development plat approval and subsequent SPs for Parcel A (Pine Curve), Developer will comply with the View Plane requirements contained in Exhibit D, to address proposed building heights on Parcel A (Pine Curve) on views from the adjacent residential subdivision.

3.03 Milestone Dates. The Town and PAR acknowledge and agree that while Developer intends to diligently pursue the full development of the Project, Developer cannot agree to a fixed timeline for the development of each Parcel and the completion of the Project. However, the Developer agrees to submit an application for SP approval for a Parcel, within nine (9) months of the date of the closing of the Purchase Agreements. In order to provide the Town and PAR with assurance that the Project will be developed, however, each Purchase Agreement provides that the Town and/or PAR, as applicable, will have the right to reacquire a Parcel pursuant to the Post-Closing Covenant should Developer fail to meet an applicable Compliance Deadline for Developer's Covenant to Obtain Governmental Approvals under the Post-Closing Covenant or should Developer fail to meet a Commencement Deadline for a Parcel under the Post-Closing Covenant by the milestone dates set forth below in this Agreement. The Town, PAR, and Developer agree that for purposes of determining the Town's and PAR's repurchase rights under their respective Post-Closing Covenants, Developer will be required to adhere to the following milestone deadlines.

(a) Deadline for Covenant to Obtain Governmental Approvals (each a **"Compliance Deadline"**):

Parcel A (Pine Curve): September 30, 2030

Parcel B (Schoolhouse Gym Parcel): September 30, 2029

Parcel C (East Main): September 30, 2026

Parcel D (PACE Lot 2A): September 30, 2028

Parcel E (PACE Lot 2B): September 30, 2028

Parcel F (PAR Property): September 30, 2029

(b) **Deadline** for Commencement of Construction (each a “**Commencement Deadline**”):

Parcel A (Pine Curve): December 31, 2030

Parcel B (Schoolhouse Gym Parcel): December 31, 2029

Parcel C (East Main): December 31, 2026

Parcel D (PACE Lot 2A): December 31, 2028

Parcel E (PACE Lot 2B): December 31, 2028

Parcel F (PAR Property): December 31, 2029

(c) Governmental Approvals. For purposes of satisfying each Compliance Deadline, the following are the “Governmental Approvals” that must be obtained by Buyer.:

(i) SP Approval for each Parcel in accordance with Section 13.06.040(g) of the Code.

(ii) Replatting of Parcels D and E, as necessary, in accordance with Section 13.07.120 (3) of the Code.

(iii) Solely with respect to Parcel A, a minor development plat (nonresidential/multiple-family) in accordance with Section 13.07.100 of the Code (the “**Minor Development Plat**”).

(d) Tolling. Each Compliance Deadline and Commencement Deadline will be tolled for a period equal to any Town Delays. As used above, “**Town Delays**” means: (i) any delay in the issuance of any Governmental Approval as a result of any development moratoria, permit or housing caps, or other restrictions on the ability of the Town to issue permits and approvals necessary for development or construction of the Project; (ii) any delay in the issuance of any Governmental Approval as a result of the same having been referred or appealed to Planning Commission or Town Council; provided that such time delay will end when the Planning Commission makes its final decision; (iii) any delay in the effectiveness of any Governmental Approval as a result of any litigation, challenge or other contest of any Governmental Approval or the process undertaken with respect thereto by any person other than Developer; (iv) any delay in the review by the Town of any applications for Governmental Approval as a result of staff

shortages, government shutdown or restriction on operating hours, government-decreed health emergencies, or similar events or circumstances that restrict the material operations of the Town.

(e) No Required Phasing. Nothing in this Agreement or any other Government Approval will be interpreted to require that the Parcels must be developed in any particular order or that the development of any particular Parcel is a condition to the development of any other Parcel, subject to the Post-Closing Covenant contained in the Purchase Agreements; provided, however, the Developer and the Town agree as more particularly set forth in Section 3.04 that the Developer shall proceed with the East Main Parcel first and the Parties intend that the Parking Garage shall proceed concurrently therewith, and shall in all respects be completed prior to construction on Parcels D or E.

3.04 Schedule of Performance. The Developer and the Town shall implement the Compliance Deadlines, the Commencement Deadlines and the Governmental Approvals as more particularly described in the Schedule of Performance set forth in Exhibit F. Developer intends to proceed with development of the Project in a diligent manner. Upon commencing construction on a Parcel, Developer agrees not to suspend or interrupt construction for any period longer than 90 consecutive days, subject to Force Majeure Events. Additionally, Developer agrees that while there is no particular phasing of the Project required under this Agreement, except that Developer agrees that it shall proceed with the East Main Parcel first, and the Parking Garage shall proceed prior to construction on Parcels D and E. Thereafter, it is intended that the Project will proceed in a sequential fashion such that there will not be significant gaps in time between the completion of construction on one Parcel and the commencement or continuation of construction on other Parcels as set forth in Exhibit F. Following the First Phase or concurrently therewith at the Developer's discretion, Developer may determine the appropriate sequencing of the Project, except that, subject to the provisions of Section 4.05 below, (i) Parcel D and/or Parcel E may not proceed until the Town has obtained approval of the land use application for the Parking Garage as set forth herein, and (ii) the Developer shall construct the Parking Garage before construction of a phase including Parcel D and/or Parcel E may commence. Developer shall also include as part of each application for the construction drawing approval the maximum construction duration for that component of the Project, including an outside completion deadline (subject to Force Majeure Events). In furtherance of the foregoing, absent the existence of any Force Majeure Events, Developer agrees that once construction commences on the first Parcel in the Project, there will thereafter not be gaps in excess of twelve (12) months between the completion of construction on a Parcel and the submittal of a land use application for a particular phase as set forth in Exhibit F. In the event of a conflict between the Schedule of Performance and Section 3.03, which exclusively concerns the Town's and PAR's repurchase rights under the Purchase Agreements, the Milestone Dates in Section 3.03 shall control; otherwise, the Schedule of Performance shall control all other conflicts.

ARTICLE IV PARKING GARAGE AND PARK CONSTRUCTION

4.01 Parking Garage. As part of the development of the Project, Developer has agreed to cause the design and construction of a minimum of a 255-space parking garage on certain real property owned by Town (the "**Parking Garage**"), subject to the terms and conditions set forth in this Agreement. Developer's responsibility with respect to the Parking Garage will be to oversee and implement the site plan, design and construction decisions made by Town and to enter into

written contracts with an architect and a general contractor for the design and construction of the Parking Garage. Town will assign a project representative(s) that will be allowed to participate in the design and construction progress meetings with the architect and general contractor relating to the Parking Garage. PAR will be responsible for paying all costs to design and construct the Parking Garage, and will pay the same as they become due pursuant to the draw processes to be specified in the agricultural and construction contracts to be entered into by Developer as provided below. Town shall be responsible for the costs of operating the Parking Garage after its completion. Notwithstanding the foregoing, Town may require the Developer, at Town's sole cost, to prepare a conceptual and schematic plan that provides administrative office use (the "**Office Space**") on a portion of the ground floor of the Parking Garage as determined by Town. The purpose of the conceptual and schematic plan is for Town to evaluate and determine the feasibility of the Office Space. Following Town's review of the conceptual and schematic plan, Town may direct Developer to include the Office Space within the design and construction of the Parking Garage, and Town will be responsible for all costs to design and construct the Office Space.

4.02 Park. As part of the development of the Project, Developer has also agreed to cause the design and construction of a 10-acre park on Parcel A (Pine Curve) described on **Exhibit H**, attached hereto and made a part hereof, subject to the terms and conditions set forth in this Agreement and Exhibit H (the "**Park**"). Developer's responsibility with respect to the Park is to oversee and implement the site plan, design and construction decisions made by Town and to enter into written contracts with an architect and a general contractor for the design and construction of the Park. Town will assign a project representative(s) that will be allowed to participate in the design and construction progress meetings with the architect and general contractor relating to the Park. Town will be solely responsible for paying all costs to design, construct, and operate the Park. Upon proof of payment, Town shall reimburse Developer for all design and construction costs incurred by Developer. Developer shall convey the land on which the Park will be constructed to Town immediately following approval of the Minor Development Plat for Parcel A, free and clear of all liens and encumbrances, and prior to commencement of construction on Parcel A. Additionally, at the time the Minor Development Plat for Parcel A is completed, Town and Developer will enter into a subdivision agreement more particularly describing the design and construction of the Park, provided the terms of such agreement shall be consistent in all material respects with the foregoing unless otherwise agreed by the Town and Developer.

4.03 Developer's Design Contracts. Prior to commencement of construction of the Parking Garage and/or the Park, as applicable, Developer will enter into design contracts with Craine Architecture (as architect) on a standard AIA B101 form with such modifications as may be mutually acceptable to Town and Developer. Developer shall require the architect to provide professional liability insurance with limits acceptable to Town.

4.04 Developer's Construction Contracts. Upon completion of the designs, Developer will enter into construction contracts with Confluence Builders, LLC (as general contractor) on a standard form AIA A102 form with such modifications as may be mutually acceptable to Town and Developer. Among other terms to be negotiated, the construction agreements entered into by Developer will provide a) that the basis for payment under such agreements will be the Cost of the Work, plus a Fee of 5.5% to cover the general contractor's overhead and profit, with a Guaranteed Maximum Price; b) all trade and subcontracts in excess of \$50,000 shall be competitively bid; c)

a 2-year warranty; c) that no mechanic's liens can be filed against the real property on which the Parking Garage and Park are to be constructed; d) shall allow for Town to review pay applications prior to payment; e) shall require payment and performance bonds in the full amount of the contract values; and f) Town's project representative(s) may participate in the competitive selection process for such trade and subcontracts. Developer shall promptly provide Town and PAR with signed copies of all contracts with architect(s)/engineer(s) and the general contractor. PAR shall be solely responsible for all costs to design and construct the Parking Garage, and Town shall be solely responsible for the costs to design and construct the Park. Town shall have the right to review each construction contract entered into by Developer. Town's representative(s) will be part of initial and final warranty inspections, including the creation of the associated punch lists necessary for approval and acceptance of the Parking Garage and Park. Town and PAR, however, shall not be a party to the construction contracts to be entered into by Developer (but shall be designated as a third-party beneficiary in each contract and shall have the right to assume each contract in the event Developer should fail to progress in the construction of the Parking Garage and/or Park, as applicable, as required under this Agreement). The construction contract for the Parking Garage shall encompass only the Parking Garage, the construction contract for the Park shall encompass only the Park, and neither shall include any of the other improvements for the Project. Developer shall require the general contractor to provide commercial general liability, automobile, workers' compensation and employer's liability insurance in limits acceptable to Town.

4.05 Progression of Construction. Upon direction from Town to commence construction on the Parking Garage and/or the Park (including, without limitation, issuing all necessary permits or approvals required in connection therewith), Developer will cause construction to be commenced within 30 days thereafter (unless a longer notice to proceed period is required under the applicable construction contract) and will use reasonable efforts to ensure that the Parking Garage and/or Park, as applicable, is completed by the deadline set forth in the applicable construction contract. Because it is uncertain when Town will be prepared to proceed with either of the construction of the Parking Garage or the Park, neither commencement nor completion of the Parking Garage or the Park will be a condition or requirement for development of any portion of the Project, except Parcel E, which is subject to the Parking License Agreement, between the Town and Developer (as assignee of Confluence Companies, LLC), as described in Exhibit C to the Town Purchase Agreement. Developer acknowledges that Town will likely proceed with the Parking Garage and the Park at separate times and Town is not obligated to proceed with either in any particular order. In the event that Developer breaches its obligations under this Article IV, Developer will not be entitled to issuance of any additional building permits for improvements in the Project until the default under this Article IV has been cured. Notwithstanding the foregoing, in all events Developer will be permitted to proceed with the construction of Parcel E if Town has not given Developer direction to commence construction of the Parking Garage on or before the date that is 36 months before the Commencement Deadline for Parcel E set forth above.

4.06 Third Party Review. Town, at its sole expense, may procure the services of a third-party construction management firm to assist in the review of the plans, specifications, and design and construction contracts, and to conduct inspections ("**Town Construction Manager**"). Developer shall allow the Town Construction Manager reasonable access to the Project and the design and construction documents at all times for his or her review.

4.07 Exclusivity of Parking Garage. The Town shall retain exclusive ownership of and right to regulate the use of the Parking Garage and the land containing the Parking Garage. Parking in the Parking Garage shall be for the sole benefit of Town and no portion of the parking therein will be credited against any off-street parking requirements for any portion of the Project.

ARTICLE V SALES TAX AND PUBLIC IMPROVEMENT FEE

5.01 Add-On PIF. Developer shall impose and maintain in force the Add-On PIF on Taxable Transactions in accordance with the Add-On PIF Covenant; provided that Developer may impose the Add-On PIF as components of the Project are substantially completed rather than subjecting all of the Property to the Add-On PIF at the inception of the Project. Subject to the foregoing, the Add-On PIF shall take effect with the first Taxable Transaction at the Project. The Developer shall continue to collect the Add-On PIF until the earlier to occur of (a) when the Incremental Revenue Cap is reached, or (b) 30 years after a certificate of occupancy, temporary or otherwise, is issued for the first improvements on the last Parcel to be developed. The Developer shall not terminate the Add-On PIF until (a) the Incremental Revenue Cap is reached, or (b) 30 years after a certificate of occupancy, temporary or otherwise, is issued for the first improvements on the last Parcel to be developed.

5.02 Add-On PIF Revenue. All Add-On PIF shall be allocated to Developer.

5.03 PIF Collection Agreement. Developer will be solely responsible for the collection, disbursements, and accounting for the Add-On PIF Revenue pursuant to the PIF Collection Agreement; provided that the Town may suspend the payment of Pledged Revenue during those periods of time that the quarterly reports for the collection and remittance of the Add-On PIF are not provided to the Town Finance Director.

5.04 Sales Tax Pledge. Quarterly (the month following the end of the quarter) , Town shall pay to Developer the Project Sales Tax Revenue collected by Town during each calendar year (“**Pledged Revenue**”); provided that such annual disbursement of Pledged Revenue in any year is budgeted and appropriated by the Town. The right to receive Pledged Revenue is exclusive to Developer, subject to the terms and conditions of this Agreement, and no Project retailer shall have any claim to Pledged Revenue. The payment of the Pledged Revenue shall terminate upon the earlier to occur of (a) when the Incremental Revenue Cap is reached, or (b) with respect to each Parcel, 15 years after a certificate of occupancy temporary or otherwise, is issued for the first improvements on such Parcel.

5.05 Change in Sales Tax. Nothing in this Agreement shall impair the right of the Town to modify the imposition of sales tax through the Town Regulations, including the increase or reduction in the rate of taxation or adding exemptions from taxation; provided such modifications shall not have retroactive effect. In the event the Town reduces the amount of sales tax as provided above and thereby reducing the Pledged Revenue, the Town agrees that Developer may increase the amount of the Add-On PIF by an amount equal to make up for the reduction in Pledged Revenue (and the increased amount of the Add-On PIF will be payable solely to Developer as a result).

ARTICLE VI
PROJECT PROPERTY TAX INCREMENT

6.01 Property Tax Revenue Allocation. PAR shall allocate the PAR Pledged Revenues as provided in this Section 6.01.

(a) PAR understands and agrees that the Project requires a public investment in the form of the Pledged Revenues of PAR set forth herein. Annually, beginning with Tax Collection Year 2023, the Town shall disburse to Developer from the Special Fund 100% of the Project Property Tax Increment (“**Tax Increment Payment**”). The payment of the Tax Increment Payment shall terminate upon the earlier to occur of (a) when the Incremental Revenue Cap is reached, or (b) December 31, 2034; provided that payment of such Tax Increment Payment shall be subject to adjustment as provided below. The Tax Increment Payment shall be for those Eligible Costs set forth in Exhibit C. Therefore, subject to the terms and conditions set forth herein, PAR agrees to contribute to the Project the Pledged Revenues of PAR set forth herein. The allocation of Project Property Tax Increment to Developer will be based upon actual Project Property Tax Increment collected from and attributable to the Property and improvements located on or within the boundaries the Property. PAR agrees that, subject to the terms of this Agreement and the Plan, 100% of the Project Property Tax Increment shall be allocated to the Eligible Costs. The aforementioned allocation of Project Property Tax Increment will be based upon incremental tax revenue generated on or within the boundaries of the Property. Such Project Property Tax Increment is hereby pledged for Eligible Costs until the expiration of the twenty-five-year period during which such Project Property Tax Increment may be collected, or through and including the year 2034. The Project Property Tax Increment Payment shall be paid to Developer each August 1st.

(b) PAR shall further pledge that amount necessary to pay for all costs of the design and construction of the Parking Garage from Plan Area Property Tax Increment. PAR shall allocate the Plan Area Property Tax Increment not already pledged by PAR to pay for the Parking Garage. The aforementioned allocation of Plan Area Property Tax Increment will be based upon incremental tax revenue generated on or within the boundaries of the entire Parker Central Area Reinvestment Plan Area. Such Plan Area Property Tax Increment not otherwise previously pledged is hereby pledged for payment of the costs of the Parking Garage until the expiration of the twenty-five-year period during which such Plan Area Property Tax Increment may be collected, or through and including the year 2034.

(c) PAR shall be obligated to contribute the Pledged Revenues of PAR only to the extent that ad valorem property tax is actually collected from the taxable real and personal property located within the boundaries of the Plan Area by Douglas County (the “**County**”). Anything in this Agreement to the contrary notwithstanding, under no circumstance shall PAR be obligated to pay any shortfall from any other source of funds or revenue of PAR.

(d) The Developer shall not have acted or have taken any action, including, but not limited to, Developer seeking and obtaining a lowered assessment of the ad valorem property tax value attributable to the Project, seeking and obtaining an abatement of taxes during any tax collection period that is covered by this Agreement, or seeking and obtaining a refund of taxes paid in any prior year or years, and the outcome of such Developer act or action diminishes the

availability of taxes in any year remitted to PAR. Prior to conveying fee title to any Commercial Space in the Project, Developer agrees to record a covenant in the real property records of the County reflecting the foregoing and imposing the waiver and restriction so that the same is binding on future owners of such Commercial Space. The Town will be made a third-party beneficiary of such covenant with the right to enforce the same. The waiver and restriction set forth above will expire and be of no further force or effect as of December 31, 2034. To the extent that any diminution of ad valorem property taxes remitted to PAR occurs, or PAR must repay any prior amount of taxes previously remitted to the County and such occurrence is attributable to any act or action of Developer, then PAR's obligation under this Article VI shall be reduced permanently by an equal dollar amount withheld by or repaid to the County.

(e) The Parties understand and acknowledge that incremental property tax is remitted to PAR according to policies and procedures adopted by the State Property Tax Administrator, and implemented by the Douglas County Assessor's and Treasurer's Office. Accordingly, the timing and payment by the County Treasurer to PAR of the Plan Area Property Tax Increment and the Project Property Tax Increment is a matter that is out of the control of PAR. Nothing herein is intended to be, or shall be construed as, a promise or guarantee by PAR that Plan Area Property Tax Increment and the Project Property Tax Increment will be collected and remitted to PAR in any projected or anticipated amounts, provided, however, in all events PAR will remain responsible for the timely payments of all costs and expenses attributable to the design and construction of the Parking Garage and Developer will have no obligation to advance any amounts in connection therewith as a result of PAR having received insufficient Plan Area Property Tax Increment or Project Property Tax Increment from the County.

(f) The Parties acknowledge that according to the decision of the Colorado Court of Appeals in *Olson v. City of Golden*, 53 P.3d 747 (2002), an urban renewal authority is not a local government and therefore is not subject to the provisions of Article X, Section 20 of the Colorado Constitution. Accordingly, PAR may enter into this Agreement with Developer, and agree to remit the Pledged Revenues to Developer to reimburse Developer for Eligible Costs in accordance with the provisions of this Agreement without electoral authorization, and such obligations are not subject to annual appropriation.

(g) PAR will not enter into any agreement or transaction that impairs the rights of the Parties, including without limitation, the right to receive and apply the Pledged Revenue in accordance with the terms and provisions of this Agreement.

(h) The Town's obligation to make the Tax Increment Payment from the Pledged Revenues of PAR shall not be subordinate to the Town's obligation to pay any current bonds or other payment obligations of PAR existing as of the date of this Agreement.

6.02 Damage or Destruction. In the event any portion of the Project suffers a catastrophic loss or damage such that it is not habitable, the Tax Increment Payments applicable to that portion of the Project only shall be suspended until such time as that portion of the Project is rebuilt or repaired to a functional condition. Such partial suspension in Tax Increment Payments shall not extend the dates of lapse of the Tax Increment Payments as provided above. Developer shall at all times maintain casualty insurance coverage on the Project sufficient to support the repair or reconstruction of the Project in the event of such loss or damage (provided, however, Developer's

obligation under the foregoing sentence shall cease upon conveyance of any portion of the Property that does not also include a partial or full assignment of this Agreement to the grantee).

6.03 Understanding Regarding Public Revenue Retention. The parties understand that Developer intends to own and operate the multifamily buildings on the East Main and Pine Curve parcels following stabilization. However, should the Developer sell any or all of the buildings within five (5) years of receipt of a certificate of occupancy, PAR desires to protect its financial investment if the Developer's sale results or will result in a "windfall" return to Developer.

(a) For purposes of this Section 6.03, the following terms shall have the following meanings:

(i) "Bona Fide Sale" means the first and only the first sale of the multifamily buildings from the Developer or any successor or assign of Developer (as such successor or assign may be approved by the Town and PAR or considered a successor or assign pursuant to Section 8.21) to an Unaffiliated Buyer as defined below. Bona Fide Sale shall not include an assignment by Developer to an assignee that is managed or controlled, directly or indirectly, by members, managers, partners, or officers of Developer within the meaning of Section 8.21 of this Agreement. Bona Fide Sale shall not include any sale after the first sale of the property and any such subsequent sale shall not be subject to the provisions of this Section 6.03.

(ii) "Unaffiliated Buyer" means a bona fide buyer of the multifamily building for market value in an arm's length transaction with the Developer in which the buyer is unrelated to Developer by family, marriage or commercial enterprise.

(iii) "Leveraged IRR" means Developer's compounded rate of return on funds invested in, from January 1, 2022 forward, and accounts for Developer's cash flows after accounting for loan proceeds, debt service obligations, and mortgage payoffs associated with developing, owning and selling the entirety of the project that is the basis for the modeling used to prepare the GAP Analysis set forth in Exhibit B-1. The Parties agree that the final Leveraged IRR shall be calculated upon Confluence providing the necessary information to the TEC (as defined below) after the Project financing has been obtained, and the TEC shall thereafter use Microsoft Excel's XIRR function, or comparable spreadsheet software to calculate the Leveraged IRR.

(iv) "Leveraged IRR Calculation Trigger Event" means either of the events described in Section 6.03(b)(i) below.

(v) "Leveraged IRR Threshold" means 22.50%.

(vi) "Public Revenue Retention Amount" means the amount, if any, of Public Revenues that the Town and/or PAR will retain annually after the Bona Fide Sale pursuant to Section 6.03 (b) below and calculated in accordance with Section 6.03(a)(iii). At time of Bona Fide Sale, the present value of future Public Revenues will be calculated using a 5.00% discount rate. This present value amount will be included in the calculation of the Developer's leveraged IRR and will be accounted for at date of sale.

(vii) “Public Revenues” means the Incremental Property Tax, Incremental Sales Tax, Sales Tax Shareback, and General Improvement District property tax generated from the project, as further described in this Agreement.

(viii) “The Economic Consultant (TEC)” shall mean Economic & Planning Systems (EPS) or, if EPS is not available, another third-party economic consultant to which the Parties mutually agree.

(b) Calculation of Leveraged IRR; Treatment of Public Revenues

(i) The evaluation of Leveraged Developer returns shall be completed upon the receipt of an offer from an Unaffiliated Buyer for a Bona Fide Sale of the multifamily building (the “Leveraged IRR Calculation Trigger Event”). At this time, the Developer shall provide the TEC with the information necessary to calculate the leveraged IRR and the TEC will calculate the project’s financial performance, using annual cash flow data starting from the lease-up phase following the completion of construction to the date of sale. TEC will calculate the leveraged IRR, accounting for the present value of future public revenues based on the remaining years of revenue generation. The Leveraged IRR will be determined in accordance with Section 6.03(a)(iii). The value of future Public Revenues will be incorporated into this analysis by using a 5.00% discount rate to estimate the present value of future Public Revenues.

(ii) If the leveraged IRR does not exceed the leveraged IRR Threshold, and the leveraged IRR Calculation Trigger Event was the receipt of an offer from an Unaffiliated Buyer for a Bona Fide Sale of the multifamily building, Developer or Developer’s Buyer shall continue to have the right to receive the Public Revenues in accordance with this Agreement subsequent to the Bona Fide Sale with no Public Revenues being retained by PAR.

(iii) If the leveraged IRR equals or exceeds the Leveraged IRR Threshold, PAR shall have the right to receive on an annual basis, the amount of future Public Revenues generated by the project that result in a Leveraged IRR that is greater than the Leveraged IRR Threshold. In addition, if the project requires no future Public Revenues in order to achieve the Leveraged IRR Threshold, PAR will be reimbursed for public revenues received by the project prior to sale that result in a leveraged IRR that is greater than the Leveraged IRR Threshold up to a maximum of the Public Revenues received by the project prior to sale. The methodology for calculating the Public Retention Amount is set forth in Section 6.03(a)(iii).

(iv) The TEC shall submit its calculation of the Leveraged IRR and the Public Retention Amount (if any) to the Town, PAR and the Developer within ten (10) business days after the Leveraged IRR Calculation Trigger Event. The Parties shall meet within seven (7) business days following the TEC’s submission of its calculation to confirm that the final calculation of Leveraged IRR and Public Revenue Retention Amount is consistent with the provisions of Section 6.03(a)(iii).

(v) This Section 6.03 shall no longer apply after December 31, 2034.

ARTICLE VII GENERAL IMPROVEMENT DISTRICT

7.01 GID Organization. On or before March 1, 2023, the Developer agrees to submit a petition to the Town for the organization of a GID to include at least Parcel C (but may include all of the Town Property and the PAR Property), as provided by C.R.S. § 31-25-604. On or before June 1, 2023, following the Developer's submittal a petition to the Town for the organization of a GID to include one (1) or more of the Parcels, the Town agrees to consider for approval an ordinance to submit the question of the organization and mill levy cap equal to forty-five (45) mills to the electors as provided by C.R.S. § 31-25-607 (the "**GID Ordinance**"); provided that the Town Council may waive the hearing and election for the organization of the GID if the Developer submits a petition for one (1) or more Parcels. If the GID Ordinance is not approved by the Town Council by June 19, 2023, or if the GID Ordinance is subsequently set aside by final judicial decree, Developer may terminate this Agreement by written notice to Town and PAR, subject to the condition precedent that the Developer conveys the Town Property to the Town and the PAR Property to PAR, free and clear of all liens and encumbrances. If Developer's initial petition does not include all of the Town Property and the PAR Property, then prior to commencement of construction on each subsequent Parcel, Developer agrees to submit a petition for inclusion of such Parcel within the GID. Additionally, it is anticipated that Developer may submit petitions for exclusion of certain portions of the Property upon completion of improvements on a Parcel (e.g., residential components of an improved Parcel). While the Town cannot guaranty how any subsequent petitions for inclusion or exclusion will be evaluated by the GID at the time of submission, the Town acknowledges that the success of the Project and this performance of this Agreement are predicated on such future inclusions and exclusions.

7.02 GID Mill Levy. On or before July 17, 2023, following the approval of the GID Ordinance, the Town agrees to refer to the ballot at a special election of the GID to be held on November 7, 2023, to organize the GID and establish a GID Mill Levy Cap on the Town Property and the PAR Property equal to forty-five (45) mills. If the organization of the GID and the increase in the GID Mill Levy Cap are both approved at the special election, but such organization or increase are subsequently set aside by final judicial decree, Developer may terminate this Agreement by written notice to Town and PAR, subject to the condition precedent that the Town Property is conveyed to the Town and the PAR Property is conveyed to PAR, free and clear of all liens and encumbrances.

7.03 Certification of Mill Levy Cap. Annually, beginning in the calendar year in which a certificate of occupancy is issued for the initial improvements on the Parcel C, the Board shall levy and certify a GID Mill Levy of 45 mills (adjusted to account for changes in the method by which assessed valuation is calculated). On or before August 1 of each year, the GID and Town will cause to be remitted to Developer the GID Tax Revenue on a Parcel by Parcel basis (the "**Remittance Payment**"). The Remittance Payment shall terminate upon the earlier to occur of (a) when the Incremental Revenue Cap is reached, or (b) 30 years after a certificate of occupancy, temporary or otherwise, is issued for the first improvements on the last Parcel to be developed. ("**Remittance Period**"). Following the GID Remittance Period, the GID and/or Town, as applicable, will be entitled to all GID Tax Revenue and Developer will have no further claim to the same.

7.04 Permitted Use of GID Revenue. Developer agrees that the Remittance Payments to be made pursuant to Section 7.03 above will be spent in accordance with the terms of this Agreement and the GID Ordinance and will only be used by Developer to pay for (or reimburse Developer for the previously-incurred costs of) the hard and soft costs associated with the following types of improvements (collectively, “Eligible Remittance Payment Costs”): utility infrastructure (including water, sewer, gas, electric, fiber, telecommunications, and the like), life-safety improvements, accessibility improvements, beautification, roadway construction, sidewalks, landscaping and lighting within or adjacent to rights-of-way, demolition and construction of public plaza(s), public art, and other similar public improvements. Developer agrees to document the expenditure of the Remittance Payments and to submit to the GID and the Town a certification signed by an authorized representative of the Developer, no later than March 1 of each year beginning in calendar year 2024, in substantially the form of **Exhibit I**, attached hereto and made a part hereof, that states in substance that, to the best of such person’s knowledge, the improvements financed or reimbursed with the Remittance Payments in the previous year qualify as Eligible Remittance Payment Costs.

ARTICLE VIII OTHER PROVISIONS

8.01 Representations and Warranties.

(a) Representations and Warranties by Developer. Developer represents and warrants as follows:

(i) Developer is a limited liability company duly organized, validly existing and in good standing under the laws of the State of [Colorado] and in good standing and authorized to do business in the State of Colorado and has the power and the authority to enter into and perform in a timely manner its obligations under this Agreement.

(ii) The execution and delivery of this Agreement have been duly and validly authorized by all necessary action to make this Agreement and are valid and binding upon Developer.

(iii) The execution and delivery of this Agreement will not (i) conflict with or contravene any law, order, rule or regulation applicable to Developer or to Developer’s governing documents, (ii) result in the breach of any of the terms or provisions or constitute a default under any agreement or other instrument to which Developer is a party or by which it may be bound or affected, or (iii) permit any party to terminate any such agreement or instruments or to accelerate the maturity of any indebtedness or other obligation of Developer.

(iv) Developer knows of no litigation, proceeding, initiative, referendum, or investigation or threat or any of the same contesting the powers of Developer or any of its principals or officials with respect to the subject matter of this Agreement that has not been disclosed in writing to the other Parties.

(v) This Agreement constitutes a valid and binding obligation of Developer, enforceable according to its terms, except to the extent limited by bankruptcy,

insolvency and other laws of general application affecting creditors' rights and by equitable principles, whether considered at law or in equity.

(b) Representations and Warranties by the Town. The Town represents and warrants as follows:

(i) The Town is a body corporate and politic and a home rule municipality of the State of Colorado, and has the power to enter into and has taken all actions required as of the Effective Date to authorize this Agreement.

(ii) As of the Effective Date, the Town knows of no litigation, proceeding, initiative, referendum, investigation or threat of any of the same contesting the powers of the Town or its officials with respect to this Agreement that has not been disclosed in writing to the Parties.

(iii) The execution and delivery of this Agreement and the documents required hereunder and the consummation of the transactions contemplated by this Agreement will not: (i) conflict with or contravene any law, order, rule or regulation applicable to the Town or to its governing documents as of the Effective Date, (ii) result in the breach of any of the terms or provisions or constitute a default under any agreement or other instrument to which the Town is a party or by which it may be bound or affected as of the Effective Date, or (iii) permit any party to terminate any such agreement or instruments or to accelerate the maturity of any indebtedness or other obligation of the Town.

(iv) This Agreement constitutes a valid and binding obligation of the Town, enforceable according to its terms, subject to applicable limitations of the laws of the State of Colorado.

(c) Representations and Warranties by PAR. PAR represents and warrants as follows:

(i) PAR is a body corporate and politic of the State of Colorado, duly organized under the Act, and has the power to enter into and has taken all actions required as of the Effective Date to authorize this Agreement and to carry out its obligations.

(ii) As of the Effective Date, PAR knows of no litigation, proceeding, initiative, referendum, investigation or threat of any of the same contesting the powers of PAR or its officials with respect to this Agreement that has not been disclosed in writing to Developer.

(iii) The execution and delivery of this Agreement and the documents required and the consummation of the transactions contemplated by this Agreement will not (i) conflict with or contravene any law, order, rule or regulation applicable to PAR or to its governing documents as of the Effective Date; (ii) result in the breach of any of the terms or provisions or constitute a default under any agreement or other instrument to which PAR is a Party or by which it may be bound or affected as of the Effective Date; or (iii) permit any Party to terminate any such agreement or instruments or to accelerate the maturity of any indebtedness or other obligation of PAR.

(iv) The Pledged Revenues of PAR to be paid under this Agreement are from funds that are or may be available to PAR under the Act, and are not subject to any other or prior pledge or encumbrance except as otherwise set forth in this Agreement.

(v) This Agreement constitutes a valid and binding obligation of PAR, enforceable according to its terms, except to the extent limited by bankruptcy, insolvency and other laws of general application affecting creditors' rights and by equitable principles, whether considered at law or in equity, and subject to applicable limitations of the laws of the State of Colorado.

8.02 Commencement, Term. The term of this Agreement shall commence upon the Effective Date.

8.03 Event of Default. Failure of any Party to perform any covenant, agreement, obligation or provision of this Agreement shall constitute an event of default under this Agreement, subject to the right to notice and cure as provided below.

8.04 Default Notice. In the event a Party alleges that the other is in default, the nondefaulting Party shall first notify the defaulting Party(ies) in writing of such default, and specify the exact nature of the default in such notice. The defaulting Party shall have thirty (30) days from receipt of such notice within which to cure such default before the nondefaulting Party may exercise any of its remedies; or if the default is of a nature to require more than thirty (30) days to remedy, the defaulting Party(ies) will have the time reasonably necessary to cure, but in any event such cure period shall not extend beyond ninety (90) days.

8.05 Remedies. Upon default of this Agreement and failure to timely cure, the nondefaulting Party shall have the right to take whatever action is available at law or in equity as necessary to enforce performance and compliance with this Agreement, or to collect the monies then due and thereafter to become due. Any remedy sought by Developer against Town or PAR shall be subject to applicable limitations of the laws of the State of Colorado. No Party will be entitled to, and each Party hereby waives any right to seek or recover, lost profits, or consequential, punitive or exemplary damages, or attorneys' fees and costs other than as part of an indemnity claim, in the event of a default. Each Party shall be responsible for its own attorneys' fees and costs, except as provided with respect to any indemnity obligation under this Agreement.

8.06 Governing Law. This Agreement shall be governed and construed in accordance with Colorado law, excepting its conflict of law provisions, and the state courts in Douglas County, Colorado, shall be the proper and exclusive venue for the commencement of any litigation claims with respect to this Agreement.

8.07 Amendment. Any and all changes to this Agreement, in order to be mutually effective and binding upon the parties and their successors, must be in writing.

8.08 Notice. The addresses of the parties to this Agreement are listed below. Any and all notices allowed or required to be given in accordance with this Agreement are deemed to have been given when delivered to the other parties or five (5) days following the date the same is sent by United States certified mail, postage prepaid, return receipt requested, addressed to the other party(ies) at the address(es) noted below; or to such address as is subsequently endorsed in writing

delivered by a Party, or in the event of transfer of a Parcel of the Property to the address of the owner of the Parcel as identified in the Douglas County Tax Assessor's records for the Parcel.

Town: Town of Parker
Attn: Town Manager
20120 E. Mainstreet
Parker, Colorado 80138

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

PAR: Parker Authority for Reinvestment
Attn: Executive Director
20120 E. Mainstreet
Parker, Colorado 80138

With copy to: Corey Hoffmann, Esq.
Hoffmann, Parker, Wilson & Carberry, P.C.
511 16th Street, Suite 610
Denver, Colorado 80202

Developer: CD-Parker LLC
430 Indiana Street, Suite 200
Golden, Colorado 80401
Attention: Tony De Simone

8.09 No Third-Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to Town, PAR and Developer, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other person on such Agreement. It is the express intention of the Parties that any person other than the Party receiving services or benefits as a result of this Agreement shall be deemed to be an incidental beneficiary only.

8.10 Additional Documents. The Parties agree to execute any additional documents or take any additional action, including, but not limited to, reasonable estoppel documents requested by lenders, that are necessary to carry out this Agreement or are reasonably requested by any Party to confirm or clarify the intent of the provisions of this Agreement and to effectuate this Agreement and such intent. Notwithstanding the foregoing, however, no Party shall be obligated to execute any additional document or take any additional action unless such document or action is reasonably acceptable to such Party, in which case a Party's agreement shall not be unreasonably withheld, delayed or conditioned. If all or any portion of this Agreement, or other agreements approved in connection with this Agreement are asserted or determined to be invalid, illegal or are otherwise precluded, the Parties, within the scope of their powers and duties, will cooperate in the joint defense of such documents and, if such defense is unsuccessful, the Parties will use reasonable,

diligent good faith efforts to amend, reform or replace such precluded items to assure, to the extent legally permissible, that each Party substantially receives the benefits that it would have received under this Agreement, and provided that the remainder of this Agreement shall in any event remain fully enforceable.

8.11 TABOR Compliance of the Town. It is not the intention of the Parties and this Agreement is not to be construed to create a multiple fiscal year obligation of the Town under Article X, Section 20 of the Colorado Constitution (“**TABOR**”) which obligation has not been previously voter approved. Consequently, any financial obligation of the Town which is not supported by a TABOR reserve is conditioned on the subsequent appropriation by the Town Council of sufficient funds to discharge such obligation. Notwithstanding the forgoing, the Town shall set-aside and reserve the Park Excise Tax that is collected as part of the initial development of the Project, excluding that portion of the development excise tax that is allocated to South Metro Fire Rescue Fire Protection District, and shall deposit the Park Excise Tax into the Town Development Excise Tax Fund to be used for the purpose described in Section 4.02, until such time as the Developer is reimbursed for all design and construction costs incurred by Developer as provided in Section 4.02. Developer shall not claim any residential development excise tax credit as provided for in Section 4.07.035 of the Code.

8.12 Conflicts of Interest. None of the following may have any personal interest, direct or indirect, in this Agreement: a member of the governing body of the Town or of PAR, an employee of the Town or of PAR who exercises responsibility concerning the Parker Central Area Reinvestment Plan, or an individual or firm retained by the Town or PAR who has performed consulting services to the Town or to PAR in connection with the Parker Central Area Reinvestment Plan or this Agreement. None of the above persons or entities will participate in any decision relating to the Agreement that affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested.

8.13 Payment of Fees and Expenses. Each Party agrees to pay for its own fees, costs and expenses incurred by such Party in connection with the execution and delivery of this Agreement and related agreements and documents.

8.14 Section Captions. The captions of the sections are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit, or describe the scope or intent of this Agreement.

8.15 Waiver of Breach. A waiver by any Party to this Agreement of the breach of any term or provision of this Agreement must be in writing and will not operate or be construed as a waiver of any other or subsequent breach by any Party.

8.16 Binding Effect, Entire Agreement. This Agreement will inure to the benefit of and be binding upon the Parties and their respective legal representatives, successors and assigns. This Agreement, including the Exhibits hereto, represents the entire agreement among the Parties and supersedes any prior written or oral agreements or understandings with regard to the Property or Project not specifically set forth in this Agreement; provided that this Agreement shall not replace or supersede the Town Purchase Agreement or the PAR Purchase Agreement, but in the event of a conflict between this Agreement and either the Town Purchase Agreement or the PAR Purchase

Agreement, the provisions of this Agreement shall control except as follows: (i) the provisions of the Reserved Easements shall control over any conflicting provisions in this Agreement, and (ii) the Deeds (including the Post-Closing Covenant attached to the Deeds) shall control over any conflicting provisions of this Agreement.

8.17 Consent to Extensions. Any notice of or consent to an extension of time under this Agreement may be executed by the Town Manager or designee on behalf of the Town and by the Executive Director of PAR on behalf of PAR.

8.18 Days. If the deadline for any performance or event provided for is a Saturday, a Sunday, a day on which national banks are not open for regular transaction of business, or a legal holiday pursuant to C.R.S. § 24-11-101(1), such day will be extended until the next day that is not any of the aforementioned days.

8.19 No Waiver of Immunity. Nothing contained in this Agreement constitutes a waiver of sovereign immunity or governmental immunity by any Party under applicable state law.

8.20 Parties Not Partners. Notwithstanding any language in this Agreement or any other agreement, representation, or warranty to the contrary, the Parties will not be deemed to be partners or joint venturers, and no Party is responsible for any debt or liability of any other Party.

8.21 Assignment. Prior to completion of the Project, Developer shall not have any right to make, create, or suffer to be made or created, any assignment of this Agreement or any part hereof, except upon compliance with all of the following criteria: (i) the proposed assignment is of this entire Agreement or of a portion thereof encompassing an entire Parcel or entire Parcels, and (ii) the proposed assignee directly or indirectly controls or is controlled by or is under common control with Developer, and (iii) the proposed assignee is managed or controlled, directly or indirectly, by members, managers, partners, or officers of Developer, and (iv) the proposed assignee has the legal and financial ability to perform all transferred duties and obligations under this Agreement and will assume all such duties and obligations, and (v) Developer has delivered to the Town and PAR such documentation as reasonably requested by them to confirm that conditions (i) through (iv) above will be met for the proposed assignment, and (vi) the Town and PAR has each confirmed in writing to Developer the receipt and approval of such documentation and of the proposed assignment. For purposes of this Section, “control” (including, with correlative meanings, the terms “controlled by” and “under common control with”), as used with respect to any entity, shall mean the possession, directly or indirectly, of the power to cause the direction of the management and policies of such party, whether through the ownership of voting securities, by contract or otherwise. Additionally, without a requirement of approval by the Town or PAR, Developer may assign its rights under this Agreement, or any portion thereof encompassing an entire Parcel, to any one or more lenders that provide debt financing to the Developer for the Project (or any portion thereof encompassing an entire Parcel) as security for such financing, provided that the rights of any such lender are expressly recognized in such assignment to be subject and subordinate to this Agreement and to the Post-Closing Covenant. After completion of the Project, Developer may assign this Agreement or any part thereof with the consent of the Town and PAR, which consent shall not be unreasonably withheld or delayed. Anything in this Section to contrary notwithstanding, no transfer or assignment by Developer of this Agreement or any part thereof shall be permitted or be enforceable which extends or enlarges

any duty or obligation of the Town or of PAR under this Agreement, the Purchase Agreements, or any law, ordinance, or regulation applicable to the Town or PAR.

8.22 Recordation. This Agreement and any amendments hereto shall be recorded in the real estate records of the Clerk and Recorder of Douglas County, Colorado.

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed to be effective as of the Effective Date.

TOWN:

TOWN OF PARKER,
a Colorado municipal corporation

By: _____
Name:
Its:

ATTEST:

Chris Vanderpool, Town Clerk

PAR:

PARKER AUTHORITY FOR REINVESTMENT,
a body corporate duly organized and existing as
an urban renewal authority under the laws of the State of Colorado

By: _____
Name:
Its:

ATTEST:

Chris Vanderpool, Authority Clerk

DEVELOPER:

CD-PARKER, LLC,
a Colorado limited liability company

By: Confluence Companies, LLC,
a Colorado limited liability company,
its Manager

By: _____
Anthony De Simone, Manager

EXHIBITS

Exhibit A-1 Town Property

Exhibit A-2 PAR Property

Exhibit B-1 GAP Analysis

Exhibit B-2 Incremental Revenue Cap by Parcel

Exhibit C Eligible Costs

Exhibit D The Project

Exhibit E Project Fees

Exhibit F Schedule of Performance

Exhibit G Public Benefits of the Project

Exhibit H Description of the Park

Exhibit I Form of Certificate of Eligible Remittance Payment Costs

EXHIBIT A-1

Town Property

1. Parcel A: Pine Curve (see attachment to this Exhibit A-1)
2. Parcel B: Schoolhouse Gym Parcel (Lot 1B, Mainstreet Center 1st Amendment, County of Douglas, State of Colorado)
3. Parcel C: East Main (Lot 4, Mainstreet and Pine Marketplace 4th Amendment, County of Douglas, State of Colorado)
4. Parcel D: PACE Lot 2A (Lot 2A, Civic Center Filing No. 1, 2nd Amendment Subdivision Exemption Plat, County of Douglas, State of Colorado)
5. Parcel E: PACE Lot 2B (Lot 2B, Civic Center Filing No. 1, 2nd Amendment Subdivision Exemption Plat, County of Douglas, State of Colorado)

ATTACHMENT TO EXHIBIT A-1

Pine Curve Property Legal Description

A PARCEL OF LAND LOCATED IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 23, 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 NORTHWEST CORNER OF SAID SECTION 23, WHENCE THE WEST LINE OF SAID WEST HALF BEARS SOUTH 00°25'07" EAST, A DISTANCE OF 2648.44 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE SOUTH 18°23'01" EAST, A DISTANCE OF 331.91 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 89°39'52" EAST, A DISTANCE OF 484.27 FEET;

THENCE SOUTH 00°20'08" EAST, A DISTANCE OF 36.86 FEET TO THE SOUTHERLY BOUNDARY OF LOT 1, VILLA PARKER SUBDIVISION FILING NO. 1 RECORDED AT RECEPTION NO. 2009018851 IN THE OFFICIAL RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE, SAID COUNTY AND STATE;

THENCE ALONG THE SOUTHERLY AND WESTERLY BOUNDARIES OF SAID LOT 1 THE FOLLOWING THREE (3) COURSES:

1. NORTH 89°56'23" EAST, A DISTANCE OF 180.09 FEET;
2. SOUTH 00°40'03" EAST, A DISTANCE OF 325.00 FEET;
3. NORTH 89°56'15" EAST, A DISTANCE OF 591.73 FEET TO THE EAST LINE OF SAID WEST HALF;

THENCE DEPARTING SAID SOUTHERLY LINE, ALONG SAID EAST LINE, SOUTH 00°22'34" EAST, A DISTANCE OF 1,073.80 FEET TO THE NORTHERLY RIGHT-OF-WAY OF EAST MAINSTREET RECORDED IN BOOK 923 AT PAGE 243 IN SAID OFFICIAL RECORDS AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 1,050.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 21°35'38" EAST;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY THE FOLLOWING THREE (3) COURSES:

1. DEPARTING SAID EASTERLY LINE, WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°08'12", AN ARC LENGTH OF 20.83 FEET;
2. NORTH 87°16'10" WEST, A DISTANCE OF 273.84 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 1,850.00 FEET;
3. WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 06°42'22", AN ARC LENGTH OF 216.53 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 383.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 32°30'10" EAST;

THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY, NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13°30'42", AN ARC LENGTH OF 90.32 FEET;

THENCE NORTH 43°59'08" WEST, A DISTANCE OF 324.53 FEET;

THENCE NORTH 46°07'46" WEST, A DISTANCE OF 299.48 FEET;

THENCE NORTH 43°52'29" WEST, A DISTANCE OF 297.24 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 320.00 FEET;

THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 48°24'48", AN ARC LENGTH OF 270.39 FEET;

THENCE NORTH 04°32'19" EAST, A DISTANCE OF 49.88 FEET;

THENCE NORTH 00°27'20" WEST, A DISTANCE OF 219.88 FEET TO THE BEGINNING OF A TANGENT CURVE
CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 25.00 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°07'12", AN ARC
LENGTH OF 39.32 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 25.044 ACRES, (1,090,916 SQUARE FEET), MORE OR LESS.

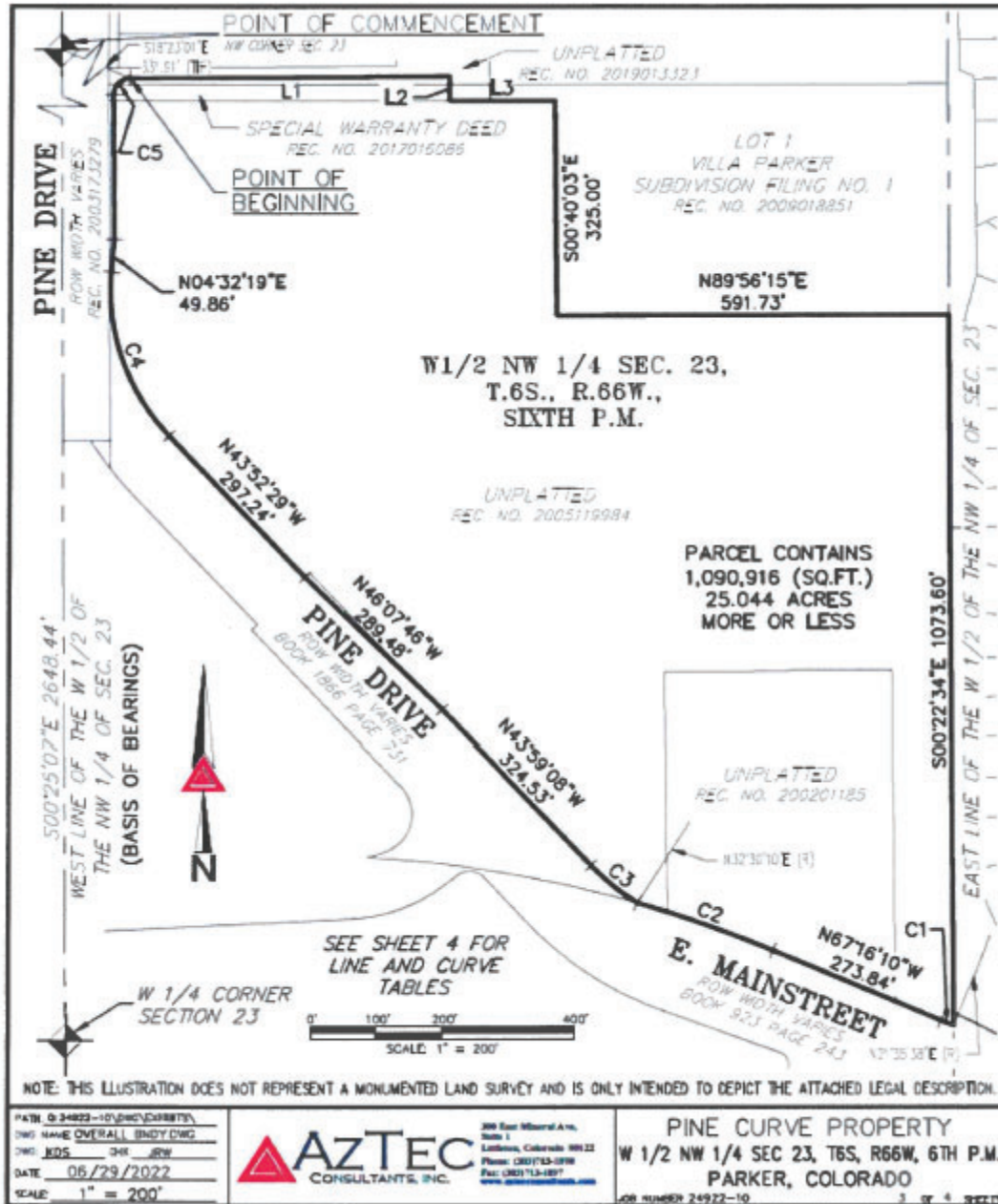
ALL LINEAL DISTANCES ARE REPRESENTED IN U.S. SURVEY FEET.

ILLUSTRATION ATTACHED AND MADE A PART HEREOF.



KARL D. SZYSZKOWSKI, 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 ATTACHMENT TO EXHIBIT A-1



LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°39'52"E	484.27'
L2	S00°20'08"E	36.86'
L3	N89°56'23"E	160.09'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	1°08'12"	1050.00'	20.83'
C2	6°42'22"	1850.00'	216.53'
C3	13°30'42"	383.00'	90.32'
C4	48°24'48"	320.00'	270.39'
C5	90°07'12"	25.00'	39.32'

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

PATH: G:\24922-10\DWG\DWG10173\
 DWG NAME: OVERALL BINDY DWG
 DWG: KDS DWF: JEW
 DATE: 06/29/2022
 SCALE: N/A



300 East Mineral Ave.
 Suite 1
 Littleton, Colorado 80120
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PINE CURVE PROPERTY
 W 1/2 NW 1/4 SEC 23, T6S, R66W, 6TH P.M.
 PARKER, COLORADO

JOB NUMBER 24922-10

4 OF 4 SHEETS

EXHIBIT A-2

PAR Property

Lot 1A-1, Parker Central Area Filing No. 1, Amendment No. 2, County of Douglas, State of Colorado, commonly known as 19801 E. Mainstreet, Parker, Colorado 80138.

EXHIBIT B-1

GAP Analysis

MEMORANDUM

To: The Parker Authority for Reinvestment (P3)

From: Daniel Guimond and Colton Harguth, Economic & Planning Systems

Subject: Confluence Proposal Gap Analysis Summary; EPS #223078

Date: October 24, 2022

Introduction

The Parker Authority for Reinvestment (P3) is evaluating a proposal from Confluence Development (Developer) for six parcels in the downtown urban renewal plan area owned by the Authority or the Town. The Developer has submitted a pro forma for three development programs as follows:

- **A, B, C, and D** – A combined pro forma for four smaller sites which includes a 5-story, for sale condominium building with 120 units and 74,000 square feet of retail and office space.
- **East Main** – A 5-story mixed use building with 300 apartments, 19,000 square feet of ground floor retail, and 330 structured parking spaces on a 4.7-acre site.
- **Pine Curve** – A 4-story apartment building with 70 units and 6,000 square feet of ground floor retail, five 10-unit multifamily buildings, 34 for-sale condos, 22,500 square foot public market, and 10-acre public park.

Each pro forma analyzed the overall project return and level of public investment needed to provide the Developer with a reasonable rate of return given current financial conditions and the associated level of development risk, which is known as

project feasibility for the purposes of this memorandum. The public investment is comprised of a combination of property tax increment financing (TIF), sales tax shareback, public improvement fee (PIF), and general improvement district (GID) revenues. Additionally, each pro forma was calculated assuming a full land write-off for each project and assumes use tax, building permit fees, plan review fees, and other fees/permits are waived.

The Economics of Land Use



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223078-DRAFT Confluence Gap Analysis_Waiver_10-24-22.docx

P3 retained Economic & Planning Systems (EPS) to provide an independent third-party review of the proposals with a focus on financial performance, overall level of public investment, and justification for the requested funding assistance. This memorandum summarizes the analysis and conclusions of EPS concerning the three development programs submitted by the Developer.

Financial Analysis

EPS' review is based on a "but for" financial analysis of the Developer's proposed financing plan. The goal of the analysis is to 1) establish the methodology for estimating the project's financing gap or surplus, 2) estimate the financing gap or surplus under each land value scenario, and 3) estimate the amount of public funding and financing needed to achieve project feasibility under each land value scenario.

Discount Rate

To estimate each project's financing gap, a target discount rate is compared to the project's internal rate of return (IRR). If the discount rate is higher than the project's IRR, the net present value (NPV) of the project's cash flows will be negative. A negative NPV can be considered the project's financing gap and indicates the project may not be financially feasible without public financing. If the discount rate is lower than or equal to the project's IRR, the NPV will be equal to or greater than zero, indicating the project is financially feasible and does not require public financing. For a financially infeasible project, the public investment required to achieve feasibility should be equal to the NPV.

To determine the overall target discount rate for the project, EPS calculated the weighted average cost of capital (WACC) for each development program. The WACC weighs equity and debt proportionally to their percentage of the total capital structure used to finance the project. The WACC for each project ranges from 10.15 percent for East Main and Pine Curve to 11.10 percent for the ABCD parcels, as shown in **Table 1**. The ABCD parcels, which are not anticipated to include multifamily development, have a higher WACC because lenders are anticipated to require a higher interest rate. The higher interest rate reflects the increased risk associated with for-sale residential and commercial development.

Additionally, 50 basis points (bps) were added to the WACC for each project to account for development risk associated with timing, market valuation, and sales estimates. The overall discount rate for each project ranges from 10.65 percent for East Main and Pine Curve to 11.60 percent for the ABCD parcels.

Table 1. Discount Rate Calculation

Description	% of Cost	Rate
ABCD		
Debt	80.00%	9.50%
Equity	20.00%	17.50%
WACC		11.10%
50 BPS		0.50%
Discount Rate		11.60%
East Main		
Debt	70.00%	7.00%
Equity	30.00%	17.50%
WACC		10.15%
50 BPS		0.50%
Discount Rate		10.65%
Pine Curve		
Debt	70.00%	7.00%
Equity	30.00%	17.50%
WACC		10.15%
50 BPS		0.50%
Discount Rate		10.65%

Source: Developer Financial Documents; Economic & Planning Systems

Baseline Project Returns

The baseline project returns, summarized below in **Table 2**, reflects the project's unleveraged returns without public financing. The net present value (NPV), which represents the financing gap, totals negative \$7.0 million for the ABCD project, negative \$14.5 million for the East Main project, and negative \$15.1 million for the Pine Curve project. The baseline returns indicate each project would be financially infeasible without public financing.

Table 2. Baseline Project Returns

Year	ABCD	East Main	Pine Curve
2023	-\$44,995,927	-\$54,393,081	-\$40,444,172
2024	-\$36,701,976	-\$45,772,694	-\$31,722,842
2025	\$88,289,754	\$99,474,895	\$66,134,560
2026	\$0	\$0	\$0
Net Cash Flows	\$6,591,851	-\$690,879	-\$6,032,454
Discount Rate	11.60%	10.65%	10.65%
NPV	-\$6,993,501	-\$14,512,558	-\$15,097,309
IRR	5.11%	-0.45%	-5.46%

Source: Developer Financial Documents; Economic & Planning Systems

Public Financing

The Developer is seeking gap financing using multiple public funding and financing sources including property TIF (87.485 mills), a local sales tax shareback (2.50 percent credit PIF), an add-on PIF (2.00 percent), and property tax from a GID (45.000 mills).

Table 3 reflects the amount of public funding and financing sources required under each project to fill the gap and achieve project feasibility.

For the ABCD project, feasibility can be achieved with a public financing cap equal to \$8.7 million, which equates to an NPV of \$7.0 million and is generated between 2028 and 2034. For the East Main project, feasibility can be achieved with a public financing cap equal to \$22.4 million, which equates to an NPV of \$14.5 million and is generated between 2025 and 2040. For the Pine Curve project, feasibility can be achieved with a public financing cap equal to \$26.2 million, which equates to an NPV of \$15.1 million and is generated between 2029 and 2048.

Table 3. Public Financing Revenue Caps by Project

Year	ABCD		East Main		Pine Curve	
	Public Financing PV 5.00% discount rate	Public Financing Nominal	Public Financing PV 5.00% discount rate	Public Financing Nominal	Public Financing PV 5.00% discount rate	Public Financing Nominal
2024	\$0	\$0	\$0	\$0	\$0	\$0
2025	\$0	\$0	\$72,675	\$76,309	\$0	\$0
2026	\$0	\$0	\$610,005	\$672,531	\$0	\$0
2027	\$0	\$0	\$1,138,679	\$1,318,164	\$0	\$0
2028	\$160,650	\$168,683	\$1,114,378	\$1,354,533	\$0	\$0
2029	\$374,544	\$412,935	\$1,090,613	\$1,391,930	\$109,013	\$114,463
2030	\$1,589,479	\$1,840,020	\$1,067,374	\$1,430,384	\$601,040	\$662,647
2031	\$1,553,427	\$1,888,201	\$1,021,337	\$1,437,124	\$1,092,044	\$1,264,178
2032	\$1,518,228	\$1,937,687	\$1,022,424	\$1,510,586	\$1,067,325	\$1,297,340
2033	\$1,456,832	\$1,952,294	\$978,257	\$1,517,598	\$1,043,188	\$1,331,401
2034	\$355,470	\$500,182	\$1,925,189	\$3,135,930	\$1,019,619	\$1,366,387
2035	\$0	\$0	\$880,698	\$1,506,293	\$493,207	\$693,992
2036	\$0	\$0	\$863,715	\$1,551,108	\$484,054	\$715,168
2037	\$0	\$0	\$834,996	\$1,574,510	\$467,784	\$725,686
2038	\$0	\$0	\$819,010	\$1,621,584	\$459,170	\$747,940
2039	\$0	\$0	\$791,721	\$1,645,931	\$443,703	\$758,883
2040	\$0	\$0	\$300,286	\$655,486	\$1,014,652	\$1,822,169
2041	\$0	\$0	\$0	\$0	\$1,209,971	\$2,281,581
2042	\$0	\$0	\$0	\$0	\$1,188,660	\$2,353,465
2043	\$0	\$0	\$0	\$0	\$1,148,147	\$2,386,915
2044	\$0	\$0	\$0	\$0	\$892,362	\$1,947,915
2045	\$0	\$0	\$0	\$0	\$708,214	\$1,623,240
2046	\$0	\$0	\$0	\$0	\$700,257	\$1,685,251
2047	\$0	\$0	\$0	\$0	\$674,184	\$1,703,628
2048	\$0	\$0	\$0	\$0	\$270,512	\$717,750
2049	\$0	\$0	\$0	\$0	\$0	\$0
2050	\$0	\$0	\$0	\$0	\$0	\$0
2051	\$0	\$0	\$0	\$0	\$0	\$0
2052	\$0	\$0	\$0	\$0	\$0	\$0
2053	\$0	\$0	\$0	\$0	\$0	\$0
2054	\$0	\$0	\$0	\$0	\$0	\$0
2055	\$0	\$0	\$0	\$0	\$0	\$0
2056	\$0	\$0	\$0	\$0	\$0	\$0
2057	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$7,008,629	\$8,700,000	\$14,531,359	\$22,400,000	\$15,087,106	\$26,200,000

Source: Developer Financial Documents; Economic & Planning Systems

Project Returns with Public Financing

Each project's return with public financing is summarized below in **Table 4**. Each project generates an IRR within 2 basis points of the discount rate, which indicates each project would be financially feasible with public financing. The IRR does not exactly equal the discount rate because each public financing cap was rounded to a multiple of \$100,000.

Table 4. Project Returns with Public Financing

Year	ABCD	East Main	Pine Curve
2023	-\$37,987,297	-\$39,861,722	-\$25,357,066
2024	-\$36,701,976	-\$45,772,694	-\$31,722,842
2025	\$88,289,754	\$99,474,895	\$66,134,560
2026	\$0	\$0	\$0
Net Cash Flows	\$13,600,481	\$13,840,479	\$9,054,652
Discount Rate	11.60%	10.65%	10.65%
NPV	\$15,128	\$18,801	-\$10,203
IRR	11.62%	10.67%	10.64%

Source: Developer Financial Documents; Economic & Planning Systems

Public Investment Ratio

The public investment ratio evaluates a project's overall reliance on public financing. Higher public investment ratios may indicate a project is overly reliant on public revenues because they can be volatile over the long term as they are subject to macroeconomic shocks to the economy. The public revenues needed to achieve project feasibility equates to 9.0 percent of project costs for the ABCD project, 15.2 percent for the East Main project, and 21.8 percent for the Pine Curve project, as shown below in **Table 5**.

Table 5. Public Revenue as a Percentage of Total Project Costs

Description	ABCD	East Main	Pine Curve
Total Public Revenue (PV)	\$7,008,629	\$14,531,359	\$15,087,106
Total Project Costs (PV)	\$77,883,002	\$95,760,179	\$69,113,708
% Total	9.0%	15.2%	21.8%

Source: Developer Financial Documents; Economic & Planning Systems

EXHIBIT B-2

Incremental Revenue Cap by Parcel

Notwithstanding the overall Incremental Revenue Cap for the entire Project, Developer agrees that the amount of Incremental Revenue payable for each Parcel will be capped as follows (each, a “**Parcel Cap**”):

1.	Parcel A (Pine Curve):	\$26,200,000
2.	Parcel C (East Main):	\$22,400,000
3.	Parcel B (Schoolhouse Gym Parcel): Parcel D (PACE Lot 2A): Parcel E (PACE Lot 2B): Parcel F (PAR Property):	\$8,700,000

The Parcel Cap is not intended to reduce or limit the amount of Incremental Revenue payable hereunder, but rather to ensure an equitable allocation of such Incremental Revenue among the phases of the Project. Upon the Parcel Cap being reached for any particular Parcel, Incremental Revenue will continue to be payable up to the overall Incremental Revenue Cap, but must be allocated to other Parcels (in Developer’s discretion).

EXHIBIT C

Eligible Costs

Eligible costs shall be those hard and soft costs associated with the following components of the Project:

1. Public utility infrastructure consistent with C.R.S. § 31-25-103(10)(c) and C.R.S. § 31-25-105(1)(c) including water, sewer, gas, electric, fiber, and telecommunications facilities to serve the Project;
2. Street and roadway improvements, including sidewalks consistent with C.R.S. § 31-25-103(10)(c) and C.R.S. § 31-25-105(1)(c);
3. Drainage improvements, including detention improvements consistent with C.R.S. § 31-25-103(10)(c);
4. Landscaping and lighting within or adjacent to rights-of-way consistent with C.R.S. § 31-25-103(10)(c) and C.R.S. § 31-25-105(1)(c);
5. Public parking garage and other associated parking areas for the Project consistent with C.R.S. § 31-25-103(10);
6. Monument signage for the Project consistent with C.R.S. § 31-25-103(10)(c);
7. Demolition of buildings and improvements pursuant to C.R.S. § 31-25-103(10)(b);
8. Construction of public plaza(s), public art, and other similar public improvements C.R.S. § 31-25-103(10)(c); and
9. Any other eligible improvements pursuant to C.R.S. Article 25, Title 31 or other applicable law.

EXHIBIT D

The Project

The Project: The Developer will develop the Project on a parcel by parcel basis starting with Parcel C (East Main) and concluding with Parcel A (Pine Curve). The sequencing of the development of each Parcel shall be determined by the Developer in compliance with Section 3.04, Schedule of Performance, of the Agreement. The Overall Development Concept is described below:

Parcel C (East Main)

The development concept for Parcel C (East Main) is a mixed-use, multistory development with a proposed program containing a projected:

1. 19,000 s.f. of commercial retail space (gross)
2. 300 multi-family residential dwelling units
3. Parking complying with Section 13.06.050, Off-street Parking and Internal Circulation, of Municipal Code as amended.

Parcel B (Schoolhouse Gym Parcel)

The development concept for Parcel B is a commercial, multistory development with a proposed program containing a projected:

1. 10,000 s.f. of commercial retail and office space (gross)
2. Building height of up two (2) stories
3. Parking complying with Section 13.06.050, Off-street Parking and Internal Circulation, of Municipal Code as amended

Parcel F (PAR Property)

The development concept for Parcel F is a mixed-use, multistory development with a proposed program containing a projected:

1. 28,000 s.f. of commercial retail and office space (gross)
2. Parking complying with Section 13.06.050, Off-street Parking and Internal Circulation, of Municipal Code as amended

Parcel D (PACE Lot 2A) and Parcel E (PACE Lot 2B)

The development concept for Parcel D is a mixed-used, multistory development encompassing two (2) properties, PACE Lot 2A and PACE Lot 2B, with a proposed program containing a projected:

PACE Lot 2A and 2B

1. 36,000 to 50,000 s.f. of commercial retail space across Lot 2A and Lot 2B (gross)

2. At least one (1) restaurant with outdoor seating
3. One (1) public plaza with amenities that may span PACE Lots 2A and 2B
4. 120 multifamily residential dwelling units that are designed, constructed and platted as condominiums
5. Parking complying with Section 13.06.050, Off-street Parking and Internal Circulation, of Municipal Code as amended
6. The existing PACE Center sign may be moved to another on-site location on PACE Lots 2A and 2B in operable condition or an off-site location in operable condition prior to the Town's approval of the first site plan for PACE Lot 2A or PACE Lot 2B.
7. The public plaza shall have a total area of between 15,000 s.f. and 20,000 s.f. The public plaza will be open to the public, but ownership and maintenance will be retained by the owner of the improvements on PACE Lots 2A/2B. The plaza will be designed by Developer with the following elements in mind:
 - (a) The plaza should be easily accessible from the street and sidewalk;
 - (b) The plaza should be sized to the scale of the surrounding structures in order to provide a more intimate environment for people to congregate;
 - (c) The plaza should be in plain view of sidewalks, streets, and windows to provide "eyes on the street" to enhance safety;
 - (d) The plaza should be composed of a variety of materials for pavement, which can include pavers, brick, colored and patterned concrete and stone; and/or
 - (e) The plaza should provide versatile benches and/or chairs in small groupings that allow users to gather informally and use a variety of seating options for different functions and visual interest.
 - f. A design that is consistent with Section 4.7 of the Greater Downtown District-Historic Center District, Functioning of Plazas, Pocket Parks and Open Space.

Parking Garage on PACE Lot 1

1. One (1) Parking Garage to replace the surface parking on PACE Lot 2A and Pace Lot 2B
2. A minimum of 255 off-street parking spaces to replace the surface parking spaces on PACE lot 2A, PACE Lot 2B and the surface parking lot located east of the PACE Center.

Parcel A (Pine Curve)

The development concept for Parcel A is a mixed-used, multistory development to be situated on platted lots created with the Town's future approval of the minor development plat for Parcel A, with a proposed program containing a projected:

1. 28,500 to 34,500 s.f. of commercial retail space (gross) at the intersection of Mainstreet/Pine Drive with:
 - A. A public market of approximately 22,500 s.f.
 - B. A vertical mixed-use building with 6,000 s.f. of ground floor commercial retail space
 - C. A commercial building, which may be vertical mixed-use, with up to 6,000 s.f. of commercial retail space

2. The Park shall include:
 - A. A public community park of 1.73 acres or greater consistent with the design standards for Neighborhood-serving parks at Section 13.07.140, Dedication for Parks, Trails, Open Space and Schools.
 - B. An open space buffer along the boundary with the Parker Vista residential neighborhood
 - C. A trail(s) through the park and open space areas
3. Approximately 154 residential dwelling units consisting of attached single-family and multi-family housing such as townhouses, duplex/paired homes, lofts, stacked flats, senior citizen housing and work-live units.
4. Parking complying with Section 13.06.050, Off-street Parking and Internal Circulation, of Municipal Code as amended.

Process Required

1. Development of the Parcels will require that Developer obtain Governmental Approvals as provided in Title 13, Land Development Ordinance, of the Municipal Code as amended.
2. Prior to the submission of a development application(s) for each Parcel, the Developer shall hold at least one (1) community open house to inform the public about the development proposal and update them about the status of the Project.
3. Prior to the submission of a development application(s) for each Parcel, the Developer shall request and the Town shall convene a pre-application meeting pursuant to Section 13.06.040m of the Code as amended.
4. After the submission of a development applications(s), the development review process shall commence after the application(s) has been deemed complete. Should this process, also known as referral review, extend beyond three (3) rounds of referral review and require a fourth (4th) referral review, the Developer and Town staff shall convene a meeting to review unaddressed comments, identify actions necessary to resolve unaddressed comments and generally cooperate in facilitating the expeditious completion of the development review process.
5. The Developer shall provide an annual, in-person update to the Town Council at a scheduled public Study Session about the status of the Project and the implementation of development plans for each Parcel. The first annual update will be due on or before [January 1, 2024] and shall include the overall Concept Plan submitted by Developer to the Town on April 11, 2022, for the Project, which is to be revised to illustrate the status of Project implementation as of the date of the update. The Developer shall also provide the Town with quarterly written updates about the status of the Project and the implementation of development plans for each Parcel. The annual, in-person update to the Town Council may count as one (1) of the required quarterly written updates. The quarterly written updates shall be in a form acceptable to the Town and Developer.

Key Elements of the Project

Active Commercial Use Required: All development in the Project area shall incorporate Active Commercial Use(s) on the ground floor fronting public streets, rights-of-way, parking lots and parks or plazas. Active Commercial Use(s) shall be those uses that have as their principal activity arts and culture, retail, restaurant, bar/tavern, entertainment and certain personal services that contribute to economic vitality; are open to the public the majority of the week; generate substantial pedestrian traffic; and promote visitation to Downtown. For the purposes of this requirement, the standards of the adopted Parker Mainstreet Master Plan shall control including but not limited to Appropriate Use; Chapter 3, p. 49; and Future Land Use; Chapter 3, p. 50. In the event of a question about what constitutes an Active Commercial Use, the Planning Director shall make the use determination. In the event of a material disagreement, the Developer may appeal the use determination of the Planning Director to the Town Manager.

1. Subject to Section 2.05 of the Agreement, the following standard shall apply with respect to the location and extent of Active Commercial Use on the ground floor:
 - A. Fronting Mainstreet: A minimum of 80 percent of ground floor Commercial Space shall incorporate Active Commercial Use on the ground floor. The remaining 20 percent of the ground floor Commercial Space may incorporate non-Active Commercial Use.
 - B. Fronting Streets Other Than Mainstreet: A minimum of 60 percent of the ground floor Commercial Space shall incorporate Active Commercial Use on the ground floor. The remaining 40 percent of the ground floor Commercial Space may incorporate non-Active Commercial Use.
 - C. Fronting Streets in the Pine Curve Site: A minimum of 50 percent of the ground floor Commercial Space fronting or oriented to public streets and publicly accessible private streets shall incorporate Active Commercial Use on the ground floor. The remaining 50 percent of the ground floor Commercial Space may incorporate non-Active Commercial Use.
 - D. Accessory Use: Certain accessory uses that are incidental and subordinate to a permitted principal use(s) such as access, lobbies, occupant amenities and sales/leasing offices may be permitted on the ground floor and are not subject to the standards in #A-C above as provided in Section 2.05.
 - E. The above-referenced standards A-D shall not apply to Parcel C, which Parcel is subject to the East Main Planned Development (PD) as amended, where the PD incorporates standards that address Active Commercial Use and Non-Active Commercial Use in ground floor Commercial Space.
2. Park, Trail and Open Space Dedication: All development in the My Mainstreet project area shall comply with the park and open space dedication requirements of the Section 13.04.110, GD - Greater Downtown District (Historic Center), and the East Main Planned Development (PD) of the Municipal Code as amended.

For the purposes of compliance with the park and open space dedication requirements, the following shall apply:

- A. The Parcels shall be subject to the park and open space dedication standards of the Greater Downtown District-Historic Center; Chapter 4.7, Functioning of Plazas, Pocket Parks and Open Space; including the requirement that “A minimum of ten (10) percent of the total site area shall be designated for landscaping, plazas, pocket parks and/or open space, except vertical mixed use fronting Mainstreet which shall have a minimum of five (5) percent” as amended.
 - B. The Project, being one (1) unified and master planned development under the Parker Mainstreet Master Plan, shall satisfy the park and open space dedication standards within the Project area through the creation of public neighborhood park of 1.73 acres or greater designed to Town standards for Neighborhood-serving parks at Section 13.07.140, Dedication for Parks, Trails, Open Space and Schools to be included within the Park.
 - C. The Developer, subject to Town approval, may partner with the Town Parks and Recreation Department to propose improvements to existing Town park(s) and open space in or adjacent to the Project. Such improvements may be used for partial credit towards the required park and open space dedications in an amount not to exceed fifty percent (50%) of the standard. Eligible projects may include improvements to the Discovery Park Plaza, Sulphur Gulch Trail and Old Town Hall/Town Hall Plaza.
3. Building Step-Back: All development in the Project area shall incorporate the use of building step-backs in the architectural design of structures greater than three (3) stories in height to promote a contextual design approach and mitigate potential visual impacts. When required, building step-backs shall be utilized along the Mainstreet frontage and may be utilized along all other street frontage. Wherever feasible, building step-backs should create usable outdoor space such as balconies, terraces, roof gardens and similar usable outdoor space. The requirement for building step-backs shall not apply to the planned Parking Garage on PACE Lot 1 east of the PACE Center, if proposed, subject to the requirement that the design of the structure shall complement the adjacent PACE Center in exterior appearance to the maximum extent practicable, including building materials, color scheme, pedestrian access and treatment of openings in-lieu of windows.
 4. Public Art: All development in the Project area shall incorporate public art consistent with the Town Public Art Master Plan and with the input of the Parker Cultural Department and Parker Cultural and Scientific Commission as follows:
 - A. A minimum of one (1) Art Encounters Rotating Art display area for each Parcel for the outdoor display of public art. The display area shall be publicly accessible and visible from adjacent streets, sidewalks and trails.
 - B. A minimum of three (3) Permanent Art Displays: one (1) each at Parcel C, Parcels D/E and Parcel A; to be implemented by a partnership of the Developer, PAR, Town and Parker Cultural and Scientific Commission. Each member of said partnership shall materially participate in the planning, funding and installation of the Permanent art Displays.
 - C. The incorporation of Paint Parker Murals on the planned Parking Garage and other large, unadorned and blank walls to create visual interest while activating these areas.
 5. Pine Curve View Plane: Development on Parcel A shall adhere to a view plane elevation(s) intended to preserve the distant views of adjacent residential properties in the Parker Vista residential neighborhood to the central Front Range located due west. The sloping topography

of the Pine Curve property and the adjacent Parker Vista neighborhood require a segmented view plane as generally shown on the attached Pine Curve View Plane Map and described as follows:

- A. Segment 1: Development shall not exceed elevation 5,970 feet
 - 1. Lots Fronting Pikeview Lane: Lots 8-15, Block 1 Parker Vista #2
 - 2. Lots Fronting Vista Circle: Lots 6-7, Block 1 Parker Vista #2
 - B. Segment 2: Development shall not exceed elevation 5,960 feet
 - 1. Lots Fronting Vista Circle: Lots 1-5, Block 1 Parker Vista #2
 - 2. Lots Fronting Parker Vista Road: Lots 10-11, Block 1 Parker Vista #1
 - C. Segment 3: Development shall not exceed elevation 5,945 feet
 - 1. Lots Fronting Parker Vista Road: Lots 1-9, Block 1 Parker Vista #1
 - 2. Reserve
 - D. Prior to the first application for development on Parcel A, the applicant shall prepare and submit a View Plan exhibit in plan and section illustrating compliance with the standards above. The View Plane exhibit shall be updated and submitted with each subsequent application for development on Parcel A, other than within the public Neighborhood-serving park component of the Park, illustrating compliance with the standards above.
6. Pine Curve Buffer: All development on Parcel A shall incorporate a buffer to adjacent residential properties in the Parker Vista neighborhood that is a minimum 55 feet in width. The required buffer shall be landscaped to Town Regulations and may incorporate a trail and passive recreational amenities.
7. Interim Commercial Use Allowed: The initial use of each of the Commercial Spaces must comply with the Active Commercial Use requirements set forth above (the “**Use Requirements**”). If, however, following the initial opening of a Commercial Space for business with the public (i) the Commercial Space becomes vacant, and (ii) pursuant to the Use Requirements such space is required to be operated for Active Commercial Uses, and (iii) the non-Active Commercial Space on the ground floor is fully leased and in use, and (iv) Developer is unable to find another tenant to operate an Active Commercial Use in such space on commercially reasonable terms (*e.g.*, for market rate rent) despite having used commercially reasonable efforts to do so (including typical marketing and engagement of a commercial real estate broker) for a period of at least six (6) months (a “**Dark Space**”), Developer may:
- A. Begin marketing such Dark Space for non-Active Commercial Uses.
 - B. If Developer identifies an otherwise acceptable proposed tenant for the Dark Space that would operate a permitted non-Active Commercial Use, Developer will provide the proposed use and rental term to the Town Manager for review and approval.
 - C. If the Town Manager does not approve the proposed lease for the Dark Space, Developer may appeal such decision to the Town Council.

- D. If the proposed non-Active Commercial Use tenancy for the Dark Space is not approved by the Town as provided above, Developer will not enter into the proposed lease but will continue marketing the Dark Space for both Active Commercial Uses and non-Active Commercial Uses (and may repeat the process described above).
- E. If the Dark Space has remained vacant for 12 months, Developer may thereafter enter into a lease for the Dark Space for a permitted non-Active Commercial Use without obtaining Town approval irrespective of the Use Requirements, provided that the proposed non-Active Commercial Use is for a term not to exceed 5 years, with any renewals of such lease subject to Town approval if the renewal would otherwise cause the building to violate the Use Restrictions at the time of renewal.
- F. Subject to the above, non-Active Commercial Use shall not lease or occupy greater than 50 percent of the required Active Use Area in a ground floor Commercial Space (*e.g.*, for a building fronting Mainstreet, the non-Active Commercial Use cannot exceed 60 percent of the ground floor Commercial Space).

At any time between the sixth and twelfth month that a Dark Space remains vacant, the Town will have the option to lease the Dark Space from Developer for a rental rate equal to the rent paid by the immediately preceding tenant (with any annual rent escalations based on the same rate of annual increase in such prior lease) for a term of up to 5 years. The lease agreement will be in form reasonably acceptable to both the Town and Developer, but will in all events permit the Town to sublease such Dark Space subject to Developer consent, which consent shall not be unreasonably withheld, without any fee or rent-sharing as a result of such subleasing, which consent will not be unreasonably withheld.

ATTACHMENT TO EXHIBIT D

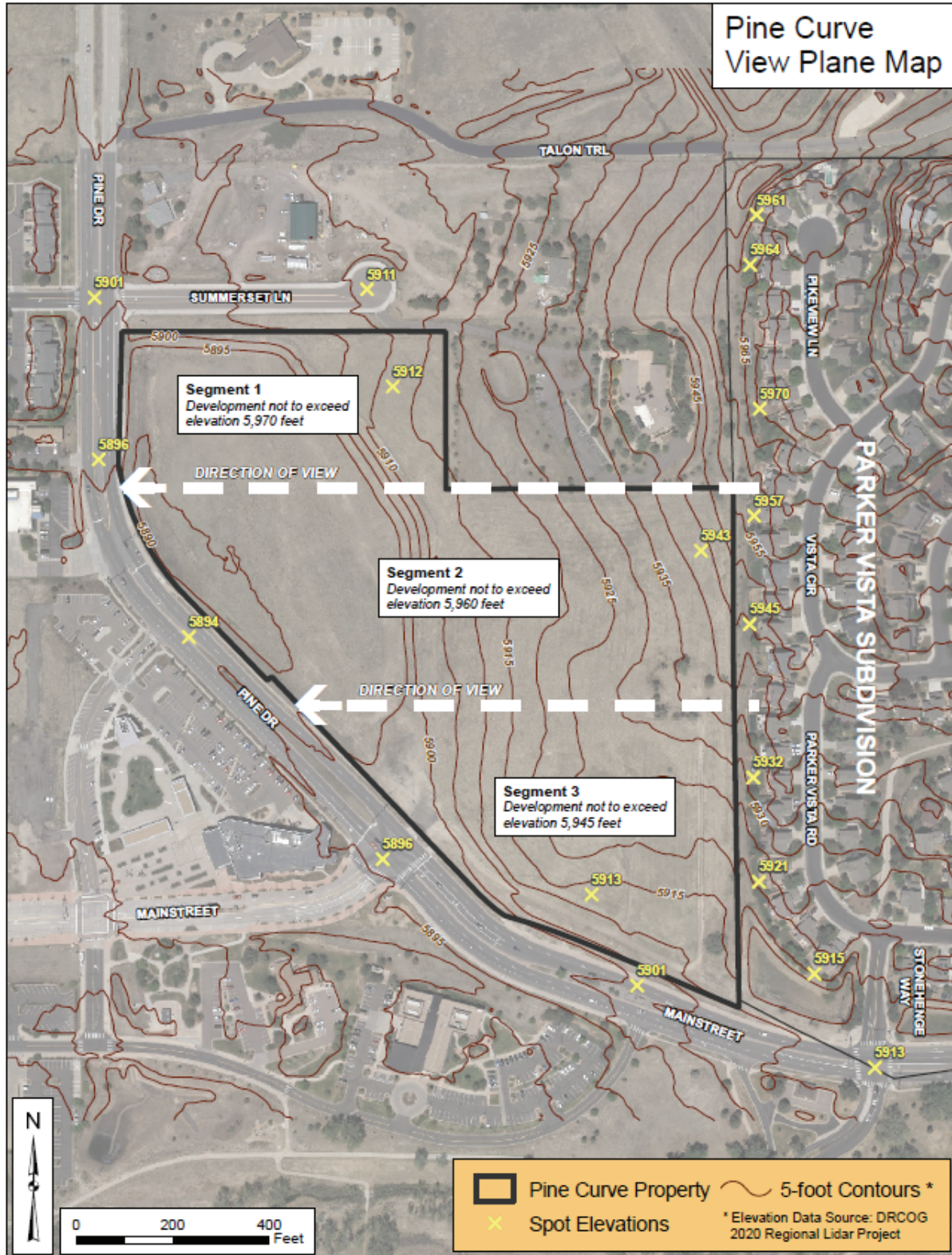


EXHIBIT E

Project Fees

Estimated Building Permit Fees and Plan Review Fees identified in the financial models.

	A, B, C, D, F	East Main	Pine Curve	Total
Building Fees	\$244,576	\$305,682	\$192,328	\$742,586
Plan Review Fees	\$356,856	\$358,736	\$280,446	\$996,038

Development Review Fees pursuant to Resolution 21-017, series of 2021 and Section 304 of the Parker Administrative Code, as amended.

EXHIBIT F

Schedule of Performance

FIRST PHASE (East Main and the Parking Garage)

Item #	Milestone/Event	Party Responsible	Deadline
1.	Closing Date	N/A	tbd
2.	Date of Submittal of SP Land Use Application for East Main	Confluence	9 months after Closing Date
3.	Date of Submittal of SP Land Use Application for Parking Garage	Town	9 months after Closing Date
4.	Date of Submittal of Construction Documents (CD) Approval Application for East Main	Confluence	Within time period required under Code following SP Approval
5.	Date of Submittal of CD Approval Application for Parking Garage	Town	Within time period required under Code following SP Approval
6.	Executed Contracts for Design and Construction of Parking Garage	Confluence	4 months after SP Approval of Parking Garage
7.	Commencement of Construction of East Main Parcel	Confluence	4 months after SP Approval of East Main SP Application
8.	Commencement of Construction of Parking Garage	Confluence	4 months after SP Approval Parking Garage and 30 days after notice to proceed by the Town
9.	Completion of East Main Parcel	Confluence	Pursuant to Section 3.04 of the Agreement, specified with application for CD Approval
10.	Completion of Parking Garage	Confluence	Pursuant to Section 3.04 of the Agreement, specified with application for CD Approval

SECOND PHASE (Any single component or combination of Schoolhouse Gym and/or PAR Property and/or PACE Lot 2A and/or PACE Lot 2B)*

Item #	Milestone/Event	Party Responsible	Deadline
1.	Date of Submittal of SP Land Use Application	Confluence	12 months after Completion of Construction of East Main Parcel <i>and</i> if PACE Lot 2A and/or PACE Lot 2B, 6 months after Completion of Construction of Parking Garage
2.	Date of Submittal of CD Approval Application	Confluence	Within time period required under Code following SP Approval
3.	Commencement of Construction of Second Phase	Confluence	4 months after CD Approval Second Phase SP Application
4.	Completion of Second Phase	Confluence	Pursuant to Section 3.04 of the Agreement, specified with application for CD Approval

*** NOTE: If submittal is for PACE Lot 2A and PACE Lot 2B, replatting of the parcels shall be submitted concurrently with SP Application**

THIRD PHASE (Any single component or combination of Schoolhouse Gym and/or PAR Property and/or PACE Lot 2A and/or PACE Lot 2B)*

Item #	Milestone/Event	Party Responsible	Deadline
1.	Date of Submittal of SP Land Use Application	Confluence	12 months after Completion of Construction of Second Phase <i>and</i> if PACE Lot 2A and/or PACE Lot 2B, 6 months after Completion of Construction of Parking Garage
2.	Date of Submittal of CD Approval Application	Confluence	Within time period required under Code following SP Approval

3.	Commencement of Construction of Third Phase	Confluence	4 months after CD Approval Third Phase SP Application
4.	Completion of Third Phase	Confluence	Pursuant to Section 3.04 of the Agreement, specified with application for CD Approval

*** NOTE: If submittal is for PACE Lot 2A and PACE Lot 2B, replatting of the parcels shall be submitted concurrently with SP Application .**

FOURTH PHASE (Any single component or combination of Schoolhouse Gym and/or PAR Property and/or PACE Lot 2A and/or PACE Lot 2B)*

Item #	Milestone/Event	Party Responsible	Deadline
1.	Date of Submittal of SP Land Use Application	Confluence	12 months after Completion of Construction of Third Phase <i>and</i> if PACE Lot 2A and/or PACE Lot 2B, 6 months after Completion of Construction of Parking Garage
2.	Date of Submittal of CD Approval Application	Confluence	Within time period required under Code following SP Approval
3.	Commencement of Construction of Fourth Phase	Confluence	4 months after CD Approval Fourth Phase CD Application
4.	Completion of Fourth Phase	Confluence	Pursuant to Section 3.04 of the Agreement, specified with application for CD Approval

*** NOTE: If submittal is for PACE Lot 2A and PACE Lot 2B, replatting of the parcels shall be submitted concurrently with SP Application**

FIFTH PHASE (Pine Curve)

Item #	Milestone/Event	Party Responsible	Deadline
1.	Date of Submittal of Minor Development Plat and SP for Pine Curve Land Use Application	Confluence	12 months after Completion of Fourth Phase

2.	Date of Submittal of CD Approval Application	Confluence	Within time period required under Code following SP Approval
3.	Commencement of Construction of Pine Curve	Confluence	4 months after CD Approval Pine Curve Land Use Applications
4.	Completion of Pine Curve	Confluence	Pursuant to Section 3.04 of the Agreement, specified with application for CD Approval

****NOTE:** Developer may request and obtain a 30-day extension of the Date of Submittal of SP, Minor Development Plat, and Replat Land Use Applications if they have convened the required pre-application meeting and need additional time to address Town comments

EXHIBIT G

Public Benefits of the Project

The Project includes restaurant, retail, office, residential development, active ground floor uses, public space, and multi-story building elements as described in Exhibit D. The key Project elements create public benefits by fulfilling the vision and goals of the Town's Mainstreet Master Plan, building on public investments made by the Town and PAR to foster placemaking, and generating fiscal and economic benefits for the local area.

Mainstreet Master Plan Vision and Goals

As articulated in the Mainstreet Master Plan, the Town's vision for Mainstreet is:

The Mainstreet Plan area is the heart of Parker and the foundation of our community identity. Citizens value and describe this corridor as the cultural, economic and social center of our Town. (Parker Mainstreet Master Plan, page 22.)

In addition, the vision is realized by:

Building on the past, Parker's future land uses, connectivity and the design of the corridor will be carefully planned to create a series of great places and spaces that provide a greater variety of activities and experiences... (Parker Mainstreet Master Plan, page 22.)

The Town also identified several goals associated with the vision that are addressed by the Project. Specifically:

- **Goal P-1:** *Attract desirable land uses and businesses that activate and further the vision of Mainstreet as the cultural, economic and social hub of our Town and transition the misplaced land uses to more compatible areas to create a vibrant, mixed use, walkable arts and entertainment center infused with community gathering spaces, specialty retail and dining options, diverse creative businesses, and life-cycle housing choices. (Parker Mainstreet Master Plan, page 22.)*
- **Goal O-1:** *Embrace economic restructuring in Old Town by expanding and diversifying the mix of commercial uses and business types in order to create an improved commerce district and a multi-use destination. (Parker Mainstreet Master Plan, page 24.)*
- **Goal O-2:** *Support Old Town with active first-floor and high intensity land uses to enhance the visitor's experience and strengthen the economic base of the district. (Parker Mainstreet Master Plan, page 24.)*

Mainstreet Placemaking

As referenced in Exhibit D, the key Project elements represent private sector investment on five sites that are adjacent or proximate to, and interspersed among, significant investments made by the Town in cultural, educational, historic, performance, and gathering places on East Mainstreet. Combined, the Project elements represent the private sector portion of the public, private,

nonprofit, and community sectors necessary for effective placemaking. Key public investment and placemaking projects to-date include:

- Parker Arts and Cultural Events Center (PACE): 600 seat performance theatre, visual arts gallery, dance studio, conference and event space, classrooms, and a culinary kitchen.
- Parker Schoolhouse complex renovation: 200 seat theater, dance studio, events space, and classrooms.
- Parker Branch - Douglas County Libraries: lending library, business and student research services, classes, adult education, and meeting space.
- Discovery Park: community gathering greenspace and plaza, performance stage, seasonal ice skating, children's water feature, and public art.

The Project represents the private sector investment contribution to Mainstreet placemaking. The Project's value of placemaking extends beyond direct financial investment. Through actions that bring activity to public and private spaces, stimulate reinvestment in properties and streetscapes, improve business viability and public safety, placemaking investments also brings residents together to gather, celebrate, and create. Placemaking is the difference between merely providing housing and retail establishments and instead developing a clear local identity that is unique, memorable, and desirable. Through placemaking efforts, the Project will enhance the brand that is Mainstreet Parker, which, in turn, sustains existing businesses and investment, fosters reinvestment, and creates local economic resiliency.

Fiscal and Economic Impacts

The Project creates positive long-run fiscal and economic impacts. Fiscal impacts represent the direct public revenues generated by private sector investment. Economic impacts are also created through new investment but are represented through new jobs, wages, or business activity. No new fiscal revenues or economic activity are created "but for" the private sector investment represented by the Project. That is, no new revenues or activity would be created without development of the Project.

Specific fiscal revenues are generated through:

- Permit fees
- Sales and use taxes
- Excise taxes
- Property taxes

While the incremental revenue assistance cap includes a portion of some of these revenue sources, it does not include all. Sales tax rebates exclude the 0.5% portion dedicated to parks and recreation, which will, therefore, be collected on all taxable sales throughout the life of the project. In addition, the portion of the local sales tax subject to rebate is limited to 15 years so that in Year 16 the Town will begin collecting 100% of the sales tax revenue generated by the Project. Property tax sharing taking place through PAR is limited to the life of the tax increment period ending in 2034. When that period ends, the Project will represent increased taxable value, which in turn will result in increased property tax revenues for all impacted taxing entities. This is value and revenue the taxing entities would not have otherwise realized but for the new investment.

Economic impacts and activity are created through the construction and operation of the Project in the form of jobs and wages to construction workers and, after opening, wages paid to employees of businesses leasing space in the Project. In addition, the income of new residents of the Project will also generate new sales revenue to local businesses. In summary, Increased business activity stems from both a greater number of employees and residents working and residing on Mainstreet.

An additional benefit of the Project is related to increasing the density and critical mass of Mainstreet businesses. A greater concentration of businesses on Mainstreet will draw from a larger customer base in and around Parker, which will increase aggregate and individual business sales and activity.

The aggregate amount of the Public Benefits Credit for the Project equals Seventeen Million Four Hundred Forty-Five Thousand Five Hundred Seven Dollars and Seven Cents (\$17,445,507.07) and is allocated to each of the Parcels in accordance with their proportion of the Purchase Price as follows:

Parcel A (Pine Curve):	\$6,545,496.00
Parcel B (Schoolhouse Gym Parcel):	450,000.00
Parcel C (East Main):	4,620,000.00
Parcel D (PACE Lot 2A):	1,976,905.59
Parcel E (PACE Lot 2B):	2,463,105.48
Parcel F (PAR Property):	<u>1,390,000.00</u>
	\$17,445,507.07

EXHIBIT I

Form of Certificate of Eligible Remittance Payment Costs

The undersigned Developer representative, pursuant to Section 7.04 of the Development and Financing Agreement dated as of November 7, 2022 (“the “Development Agreement”), by and among the Town of Parker, the Parker Authority for Reinvestment, and CD-Parker, LLC, hereby certifies as follows (all capitalized terms used herein and not otherwise defined have the meanings ascribed to them in the Development Agreement):

The amount of Eligible Remittance Payment Costs paid or reimbursed from January 1, 20[] to December 31, 20[] (the “Prior Year”), pursuant to the Development Agreement was \$ _____.

	General Description of Eligible Remittance Payment Costs Paid or Reimbursed	Cost
1	Utility infrastructure	\$
2	Life-safety improvements	
3	Accessibility improvements	
4	Beautification	
5	Roadway construction	
6	Sidewalks	
7	Landscaping and lighting within or adjacent to rights-of-way	
8	Demolition and construction of public plazas	
9	Public Art	
10	Other*	
	Total	\$

*Other improvements include [].

2. To the best knowledge of the undersigned, all costs paid or reimbursed in the Prior Year from the Remittance Payments qualify as Eligible Remittance Payment Costs permitted to be paid with the Remittance Payments in accordance with the Development Agreement and the GID Ordinance.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, 20__.

Developer Representative



Request for Town Council Action

Date: November 7, 2022

Submitted By: Mary Lou Brown, Finance Director

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 1.567 - First Reading**
A Bill for an Ordinance to Adopt the 2023 Budget and to
Make Appropriations for the Same
Department: Finance, Mary Lou Brown
Second Reading: December 5, 2022

EXECUTIVE SUMMARY

This item requests Council approval for the Town of Parker 2023 Budget. This is the first of two public hearings on the request.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Internal work on the 2023 Town of Parker budget began in mid-July and was followed by three Council study sessions on October 7, 10 and 24, 2022. The 2023 Budget was posted to the internet on Tuesday, October 11, 2022 in advance of the legal deadline of October 15, 2022. Tonight is the first public hearing for the 2023 Budget and the second public hearing is scheduled for December 5, 2022.

The 2023 Budget was prepared in conjunction with seven overall guidelines:

- Meet the General Fund's required cash balance percentage
- Calculate the Cultural and Recreation Fund cash balances in the same manner as the General Fund
- Sustain level of funding for community programs
- Maintain Repair and Maintenance programs at the current activity levels
- Plan for expected compensation study recommendations
- Fund performance pay and PD officer step plans in line with other area agencies
- Contain growth in discretionary expense items

The Town is in a unique position coming into the 2023 budget preparation. Sales tax revenue, the primary source of revenue for the General Fund, has recorded very strong growth of 12% year-to-date. While the Town continues to grow and increased shopping opportunities exist for

citizens, we have reflected a lower growth rate of eight percent for year-end 2022 and the 2023 budget; this is more in line with historical growth rates.

In the General Fund, which is the main operational fund of the Town, operating expense growth is 15% percent due to continued recovery to pre-Covid levels and the impacts of inflation on Town purchases. Eight additional full-time employees are being added to the General Fund, with five of those positions in the Police Department, two in Parks and one in Public Works. An additional position has been added to the Parks and Recreation Department.

FINANCIAL IMPACT

STRATEGIC GOAL(S)



**ENHANCE ECONOMIC
VITALITY**



**DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH**



**PROMOTE A SAFE AND
HEALTHY COMMUNITY**



**INNOVATE WITH
COLLABORATIVE
GOVERNANCE**



**FOSTER COMMUNITY
CREATIVITY AND
ENGAGEMENT**



**SUPPORT AN
ACTIVE COMMUNITY**

ATTACHMENTS

1. Ordinance No. 1.567

RECOMMENDED MOTION

I move to approve Ordinance No. 1.567 on first reading and to schedule the second reading for December 5, 2022.

ORDINANCE NO. 1.567, Series of 2022

TITLE: A BILL FOR AN ORDINANCE TO ADOPT THE 2023 BUDGET AND TO MAKE APPROPRIATIONS FOR THE SAME

WHEREAS, the Home Rule Charter of the Town of Parker specifies that a proposed budget be presented to the Town Council on or before the fifteenth day of October of each year;

WHEREAS, the proposed budget for 2023 was presented by the Town Administrator on October 7, 2022, October 10, 2022, and October 24, 2022; and

WHEREAS, upon due and proper notice published and posted in accordance with the Town of Parker Home Rule Charter, said proposed budget was open for inspection by the public at the Town Hall, and Public Hearings were held on November 7, 2022, and December 5, 2022, and interested taxpayers were given the opportunity to file or register any objections to said proposed budget.

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

Section 1. The 2023 budget for the Town of Parker, Colorado, which is attached hereto as **Exhibit A** and incorporated by this reference, is hereby adopted and the monies are appropriated to the various funds as the same are budgeted.

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 A
Town of Parker
2023 Budget

General Fund

Beginning Fund Balance	\$	21,586,956
Revenues		78,373,153
Expenditures		72,189,025
Ending Fund Balance	\$	27,771,084

Conservation Trust Fund

Beginning Fund Balance	\$	350,819
Revenues		618,600
Expenditures		620,000
Ending Fund Balance	\$	349,419

Parks and Recreation Fund

Beginning Fund Balance	\$	16,538,700
Revenues		12,722,980
Expenditures		12,696,545
Ending Fund Balance	\$	16,565,135

Cultural Fund

Beginning Fund Balance	\$	2,415,018
Revenues		5,961,545
Expenditures		6,558,738
Ending Fund Balance	\$	1,817,825

Recreation Fund

Beginning Fund Balance	\$	2,857,834
Revenues		10,193,700
Expenditures		10,504,552
Ending Fund Balance	\$	2,546,982

Capital Renewal and Replacement Fund

Beginning Fund Balance	\$ 51,631,426
Revenues	2,660,000
Expenditures	8,000,000
Ending Fund Balance	<u>\$ 46,291,426</u>

Public Improvements Fund

Beginning Fund Balance	\$ 33,474,337
Revenues	25,518,895
Expenditures	44,900,000
Ending Fund Balance	<u>\$ 14,093,232</u>

Excise Tax Fund

Beginning Fund Balance	\$ 23,498,789
Revenues	9,600,000
Expenditures	4,000,000
Ending Fund Balance	<u>\$ 29,098,789</u>

Public Works Impact Fees Fund

Beginning Fund Balance	\$ 7,044
Revenues	30
Expenditures	-
Ending Fund Balance	<u>\$ 7,074</u>

General Government Facilities Impact Fees Fund

Beginning Fund Balance	\$	10,504
Revenues		50
Expenditures		-
Ending Fund Balance	\$	10,554

Police Facility Impact Fees Fund

Beginning Fund Balance	\$	10,678
Revenues		50
Expenditures		-
Ending Fund Balance	\$	10,728

Court Facility Impact Fees Fund

Beginning Fund Balance	\$	998
Revenues		4
Expenditures		-
Ending Fund Balance	\$	1,002

Hess Ranch Fund

Beginning Fund Balance	\$	163,474
Revenues		40,500
Expenditures		-
Ending Fund Balance	\$	203,974

General Debt Service Fund

Beginning Fund Balance	\$	-
Revenues		940,570
Expenditures		940,570
Ending Fund Balance	\$	-

Recreation Debt Service Fund

Beginning Fund Balance	\$	-
Revenues		1,584,048
Expenditures		1,584,048
Ending Fund Balance	\$	-

Stormwater Utility Fund

Beginning Fund Balance	\$ 2,260,420
Revenues	8,612,300
Expenditures	9,468,073
Ending Fund Balance	<u>\$ 1,404,647</u>

Fleet Services Fund

Beginning Fund Balance	\$ 2,673,046
Revenues	3,441,990
Expenditures	3,424,261
Ending Fund Balance	<u>\$ 2,690,775</u>

Technology Management Fund

Beginning Fund Balance	\$ 1,304,156
Revenues	5,209,383
Expenditures	5,175,483
Ending Fund Balance	<u>\$ 1,338,056</u>

Facility Services Fund

Beginning Fund Balance	\$ 168,306
Revenues	1,297,113
Expenditures	1,294,513
Ending Fund Balance	<u>\$ 170,906</u>

Medical Benefits Fund

Beginning Fund Balance	\$ 1,490,181
Revenues	4,376,300
Expenditures	4,536,000
Ending Fund Balance	<u>\$ 1,330,481</u>



Request for Town Council Action

Date: November 7, 2022

Submitted By: Julia Duncan, Associate Planner
John Fussa, Community Development Director

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 2.281 - Second Reading**
A Bill for an Ordinance Approving and Accomplishing the
Annexation of Contiguous Unincorporated Territory Known
as the Coyle Property in Douglas County

EXECUTIVE SUMMARY

The applicant, Avalon Bay Communities, Inc., has submitted an Annexation Petition to annex a 33.4 acre parcel of land known as the Coyle property at the southeast corner of the intersection of Stroh Road and Crowfoot Valley Road into the Town of Parker.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Coyle property is a 33.4 acre parcel of land that is located in unincorporated Douglas County at the southeast corner of the intersection of Stroh Road and Crowfoot Valley Road adjacent to the Stroh Ranch and Hess Ranch Planned Developments. It is largely undeveloped except for a small single-family house and several accessory structures that are remnants of previous agricultural uses. The subject property is located at a major gateway into the Town from the south along the Crowfoot Valley Road corridor.

On July 18, 2022, the Town Council approved Resolution 22-042 which determined that the Annexation Petition substantially complies with the State Municipal Annexation Act (the Act) C.R.S. § 31-12-107(l) and which set the public hearing date of September 6, 2022 to determine eligibility for annexation into the Town. On September 6, the Town Council approved Resolution No. 22-045 and determined that the subject property was eligible for annexation into the Town as provided by the Act.

The Town has identified the Coyle property as a candidate for future annexation through the annual Three-Mile Plan and the Parker 2035 Master Plan. Therefore, the proposed annexation is consistent with the Town's land use policy as expressed in both plans. Further, the subject property is eligible for annexation because it is located within the Town's Planning Area (urban growth boundary) and satisfies the contiguity requirements of the Act, C.R.S. § 31-12-104(a). The Town is required to process the Annexation Petition subject to the Act and the standards of

review contained in the Municipal Code and Town Charter. The Town Council has the final decision-making authority for the submitted Annexation Petition because annexation is a legislative act.

The Planning Commission is scheduled to consider the zoning application that is being processed concurrently with the Annexation Petition at their November 10, 2022 meeting. The Commission will make a recommendation to the Town Council on the zoning application at that time.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)



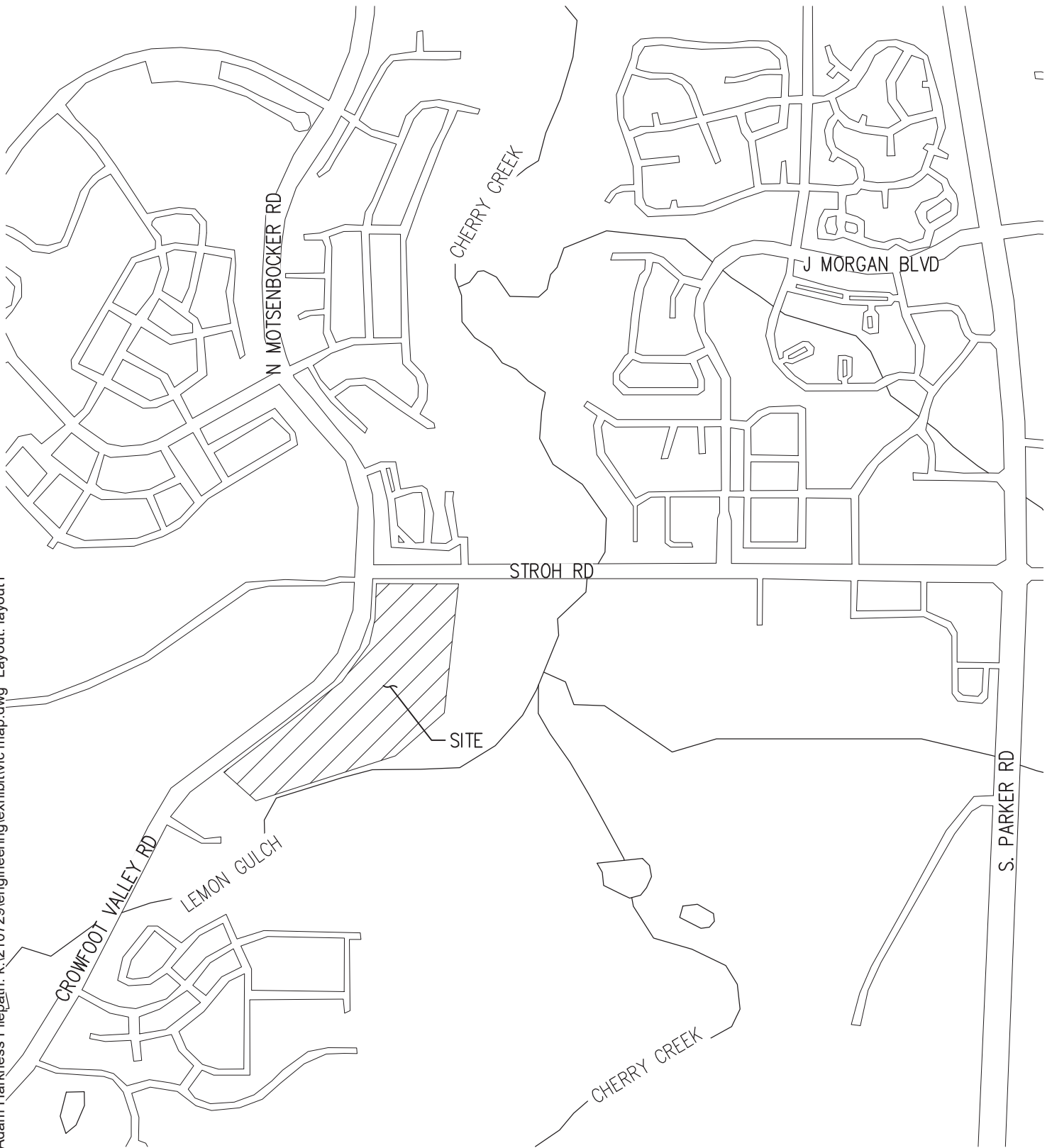
ATTACHMENTS

1. Vicinity Map
2. Avalon Bay Annexation Plat
3. Ordinance No. 2.281

RECOMMENDED MOTION

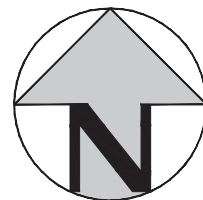
I move to continue the public hearing to consider Ordinance No. 2.281 to February 21, 2023.

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AVALON PARKER VICINITY MAP

SCALE: 1"=500'

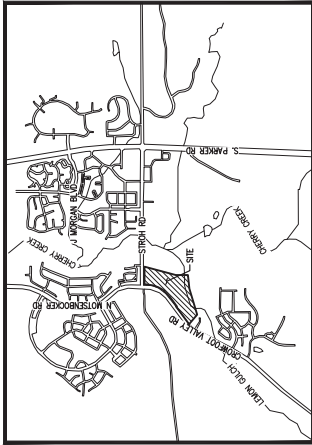


SCALE: 1" = 500'

AVALON PARKER

ANNEXATION PLAT TO THE TOWN OF PARKER
BEING A PART OF THE NORTHWEST 1/4 OF SECTION 3, AND PART OF THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO
SHEET 1 OF 2

SHEET INDEX
1 COVER SHEET
2 PLAT SHEET



TOWN COUNCIL CERTIFICATION:
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____ A.D., 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 SUBWRITER AND THE SUBWRITER SHALL BE RESPONSIBLE FOR THE 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 _____

CLERK AND RECORDER'S CERTIFICATE:
STATE OF COLORADO }
COUNTY OF DOUGLAS } SS
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 NO. _____
COUNTY CLERK AND RECORDER _____

SURVEYOR'S CERTIFICATION:
I, MICHEL A. KOEHLER, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS ANNEXATION MAP WAS PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A MEMBER OF THE PROFESSIONAL SURVEYORS ASSOCIATION OF COLORADO AND THE SURVEYING SOCIETY OF COLORADO. I HEREBY CERTIFY THAT THE BOUNDARY OF SAID PARCEL IS CONTIGUOUS TO THE PRESENT TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO.

DRAFT

MICHEL A. KOEHLER, PLS 38164
FOR AND ON BEHALF OF
HARRIS KOCHER SMITH

SUMMARY TABLE:

TOTAL ANNEXATION AREA:
1,454,691 SQ. FT. (33.40 AC.)
TOTAL ANNEXATION PERMITS:
6,147 P.L.

PROJECT CONTACTS:

DEVELOPERS:
AVALON BAY COMMUNITIES, INC.
5550 SOUTH JEFFERSON AVENUE, SUITE 1005
DENVER, CO 80237

OWNER:
WILLIAM L. COYLE
KOWA, CO 80117
THE RALPH AND MARSHA PERKINS, JR. LIVING TRUST, UTA DATED MAY 24, 2021
KOWA, CO 80117
PO BOX 210
KOWA, CO 80117

ENGINEER/SURVEYOR:
HARRIS KOCHER SMITH
1120 SOUTH JEFFERSON AVENUE, SUITE 1000
DENVER, CO 80203

PROPERTY DESCRIPTION:
A TRACT OF LAND SITUATED IN THE NORTHWEST QUARTER OF SECTION 3, AND PARTLY IN THE NORTHEAST QUARTER OF SECTION 4, ALL IN TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, DOUGLAS COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF SECTION 3, AND CONSIDERING THE NORTH LINE OF SAID SECTION 3 TO BEAR NORTH 89°52'31" EAST WITH ALL BEARINGS THEREON CONTINUING SOUTH, A DISTANCE OF 670.00 FEET;
THENCE SOUTH 42°31'31" WEST, A DISTANCE OF 1,006.00 FEET;
THENCE CONTINUING SOUTH, A DISTANCE OF 1,006.00 FEET;
THENCE ALONG THE NORTH LINE OF AVALON PARKER SUBDIVISION, BEING THE NORTH LINE OF THE FOLLOWING 2 (TWO) COURSES:
1. SOUTH 82°29'05" WEST, A DISTANCE OF 440.85 FEET;
2. SOUTH 82°29'05" WEST, A DISTANCE OF 440.85 FEET;
THENCE ALONG THE NORTH LINE OF AVALON PARKER SUBDIVISION, BEING THE NORTH LINE OF THE FOLLOWING 2 (TWO) COURSES:
1. SOUTH 82°29'05" WEST, A DISTANCE OF 440.85 FEET;
2. SOUTH 82°29'05" WEST, A DISTANCE OF 440.85 FEET;
THENCE NORTH 89°52'31" WEST ALONG SAID NORTHEAST LINE, A DISTANCE OF 417.69 FEET TO A POINT OF NON-TANGENT CURVATURE, POINT ALSO BEING A POINT ON THE NORTH LINE OF CROWFOOT VALLEY ROAD, THE FOLLOWING 8 COURSES:
1. ALONG THE ARC OF SAID CURVE TO THE RIGHT AN ARC LENGTH OF 50.00 FEET, SAID CURVE HAVING A RADIUS OF 965.29 FEET, A CENTRAL ANGLE OF 52°27'30" EAST, A DISTANCE OF 150.00 FEET TO A POINT OF NON-TANGENT CURVATURE;
2. ALONG THE ARC OF SAID CURVE TO THE RIGHT AN ARC LENGTH OF 50.00 FEET, SAID CURVE HAVING A RADIUS OF 965.29 FEET, A CENTRAL ANGLE OF 52°27'30" EAST, A DISTANCE OF 150.00 FEET TO A POINT OF NON-TANGENT CURVATURE;
3. ALONG THE ARC OF SAID CURVE TO THE RIGHT AN ARC LENGTH OF 50.00 FEET, SAID CURVE HAVING A RADIUS OF 965.29 FEET, A CENTRAL ANGLE OF 52°27'30" EAST, A DISTANCE OF 150.00 FEET TO A POINT OF NON-TANGENT CURVATURE;
4. ALONG THE ARC OF SAID CURVE TO THE RIGHT AN ARC LENGTH OF 50.00 FEET, SAID CURVE HAVING A RADIUS OF 965.29 FEET, A CENTRAL ANGLE OF 52°27'30" EAST, A DISTANCE OF 150.00 FEET TO A POINT OF NON-TANGENT CURVATURE;
5. ALONG THE ARC OF SAID CURVE TO THE RIGHT AN ARC LENGTH OF 50.00 FEET, SAID CURVE HAVING A RADIUS OF 965.29 FEET, A CENTRAL ANGLE OF 52°27'30" EAST, A DISTANCE OF 150.00 FEET TO A POINT OF NON-TANGENT CURVATURE;
6. ALONG THE ARC OF SAID CURVE TO THE RIGHT AN ARC LENGTH OF 50.00 FEET, SAID CURVE HAVING A RADIUS OF 965.29 FEET, A CENTRAL ANGLE OF 52°27'30" EAST, A DISTANCE OF 150.00 FEET TO A POINT OF NON-TANGENT CURVATURE;
7. ALONG THE ARC OF SAID CURVE TO THE RIGHT AN ARC LENGTH OF 50.00 FEET, SAID CURVE HAVING A RADIUS OF 965.29 FEET, A CENTRAL ANGLE OF 52°27'30" EAST, A DISTANCE OF 150.00 FEET TO A POINT OF NON-TANGENT CURVATURE;
8. ALONG THE ARC OF SAID CURVE TO THE RIGHT AN ARC LENGTH OF 50.00 FEET, SAID CURVE HAVING A RADIUS OF 965.29 FEET, A CENTRAL ANGLE OF 52°27'30" EAST, A DISTANCE OF 150.00 FEET TO A POINT OF NON-TANGENT CURVATURE;
THENCE NORTH 89°52'31" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 395.50 FEET TO THE POINT OF BEGINNING.
SAID PARCEL CONTAINS 1,454,691 SQUARE FEET OR 33.40 ACRES, MORE OR LESS.

GENERAL NOTES:
1. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY HARRIS KOCHER SMITH TO DETERMINE OWNERSHIP OF EASEMENTS OF RECORD, FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS-OF-WAY AND TITLE OF RECORD, HARRIS KOCHER SMITH RELIES UPON COMMITMENT FOR TITLE INSURANCE, COMMITMENT NO. _____, DATED _____, ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY NATIONAL COMMERCIAL SERVICES AND HAVING A COMMITMENT DATE OF JULY 21, 2021 AT 5:00 PM.
2. NOTES: ACCORDING TO COLORADO LAW YOU MUST COME INTO ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMBINED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
3. THE LINEAR UNITS FOR THIS SURVEY ARE U.S. SURVEY FEET.
4. BASIS OF BEARINGS: BEARINGS ARE BASED ON THE DECEDED NORTH LINE OF THE NORTHWEST ONE-QUARTER OF SECTION 3, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, DEED RECEPTION NO. D08606621, BEARS NORTH 89°52'31" EAST, MONUMENTED AT THE WEST END BY A FOUND "3.5" DIA. GALVANIZED IRON PIPE, 1999 L.S. 17666, IN A RANGE BOX, AND MONUMENTED AT THE EAST END BY A FOUND 3.25" ALUMINUM DIA. STAMPED: 2008 PLS 29791, IN A RANGE BOX.

ANNEXATION PLAT TO THE TOWN OF PARKER
PROJECT # 20729
HARRIS KOCHER SMITH
1120 SOUTH JEFFERSON AVENUE, SUITE 1000
DENVER, COLORADO 80203
P: 303.733.1515 F: 303.733.1511
HARRIS.KOCHER@HKS.COM

ORDINANCE NO. 2.281, Series of 2021

TITLE: A BILL FOR AN ORDINANCE APPROVING AND ACCOMPLISHING THE ANNEXATION OF CONTIGUOUS UNINCORPORATED TERRITORY KNOWN AS THE COYLE PROPERTY IN DOUGLAS COUNTY

WHEREAS, pursuant to the laws of the State of Colorado, there was presented to and filed with the Town Council of the Town of Parker, Colorado, written petition(s) for annexation to and by the Town of Parker, Colorado, of that property described in attached **Exhibit 1** (the “Property”), being contiguous unincorporated territory situated, lying, and being in the County of Douglas, State of Colorado;

WHEREAS, the Town Council of the Town of Parker, Colorado has conducted a public hearing, as required by law, to determine the eligibility for annexation of the Property; and

WHEREAS, the Town Council of the Town of Parker, Colorado, has satisfied itself concerning the eligibility for annexation of the Property, and concerning the conformance of the proposed annexation to the applicable law and the annexation policy of the Town of Parker, Colorado.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF PARKER, COLORADO, THAT:

Section 1. The annexation by and to the Town of Parker, State of Colorado, of the Property, situated, lying, and being in the County of Douglas, State of Colorado, meets all requirements of law and the annexation policy of the Town of Parker, and therefore, the said annexation is hereby approved.

Section 2. More than fifty percent (50%) of the owner(s) of more than fifty percent (50%) of the Property have petitioned for annexation.

Section 3. Rezoning of the Property shall be completed simultaneously with the annexation of the Property, pursuant to Section 15.9 of the Home Rule Charter for the Town of Parker (the “Charter”).

Section 4. Upon the effective date of this Annexation Ordinance, the Property shall become subject to the Municipal Laws of the State of Colorado pertaining to cities and to the Charter, ordinances, resolutions, rules and regulations of the Town of Parker, except general taxation, which shall be effective on and after January 1 of the next succeeding year following the passage of this Annexation Ordinance.

Section 5. The Town Council hereby approves the Annexation Agreement that is attached hereto as **Exhibit 2**, and incorporated by this reference, and authorizes the execution of the Annexation Agreement by the Mayor and Town Clerk.

Section 6. Considering all of the foregoing, and based on the conviction that annexation of the Property to the Town of Parker will serve the best interests of the Town of Parker and the owner(s) of the Property, the Property is hereby annexed to the Town of Parker, Colorado.

Section 7. The Town Clerk shall file for recording three (3) certified copies of the Annexation Ordinance and three (3) certified copies of the Annexation Map for the Property with the Clerk and Recorder of the County of Douglas, State of Colorado.

Section 8. The Annexation Map showing the boundaries of the newly annexed territory, as above described, shall be kept on file in the office of the Douglas County Clerk and Recorder.

Section 9. 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 10. This Annexation Ordinance shall become effective ten (10) days after the publication date of this Annexation Ordinance, except for the purpose of general taxation, and for such purposes it shall become effective on January 1st of the next succeeding year following passage of this Annexation Ordinance.

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

Legal Description

A TRACT OF LAND SITUATED IN THE NORTHWEST QUARTER OF SECTION 3 AND PARTLY IN THE NORTHEAST QUARTER OF SECTION 4, ALL IN TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, DOUGLAS COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 3 AND CONSIDERING THE NORTH LINE OF SAID SECTION 3 TO BEAR NORTH 89°52'31" EAST WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE NORTH 89°52'31" EAST, A DISTANCE OF 670.60 FEET;

THENCE SOUTH 14°31'31" WEST, A DISTANCE OF 31.01 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF STROH ROAD/COUNTY RD #14 POINT ALSO BEING THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH, A DISTANCE OF 1,086.08 FEET;

THENCE SOUTH 00°07'22" EAST, A DISTANCE OF 410.08 FEET TO THE NORTH CORNER OF TRACT G, MEADOWLARK SUBDIVISION FILING NO. 1;

THENCE ALONG THE NORTH LINE OF MEADOWLARK SUBDIVISION FILING NO. 1 THE FOLLOWING 2 (TWO) COURSES:

1. SOUTH 83°29'05" WEST, A DISTANCE OF 460.85 FEET;

2. SOUTH 73°13'59" WEST, A DISTANCE OF 913.32 FEET TO A POINT ON THE NORTHEAST LINE OF AN UNPLATTED TRACT RECORDED AT RECEPTION NO. 2006069697;

THENCE NORTH 50°34'22" WEST ALONG SAID NORTHEAST LINE, A DISTANCE OF 417.09 FEET TO A POINT OF NON-TANGENT CURVATURE, POINT ALSO BEING A POINT ON THE EAST RIGHT-OF-WAY LINE OF CROWFOOT VALLEY ROAD;

THENCE ALONG SAID EAST LINE OF CROWFOOT VALLEY ROAD THE FOLLOWING 8 COURSES:

1. ALONG THE ARC OF SAID CURVE TO THE RIGHT AN ARC LENGTH OF 50.00 FEET, SAID CURVE HAVING A RADIUS OF 925.25 FEET, A CENTRAL ANGLE OF 03°05'46", AND A CHORD WHICH BEARS NORTH 51°43'54" EAST A CHORD DISTANCE OF 49.99 FEET TO THE NORTHWEST CORNER OF SAID CROWFOOT VALLEY ROAD RIGHT-OF-WAY EXPANSION, POINT ALSO BEING A POINT ON THE EAST RIGHT-OF-WAY LINE OF CROWFOOT VALLEY ROAD;

2. ALONG SAID EAST RIGHT-OF-WAY LINE THE FOLLOWING 7 (SEVEN) COURSES:

3. NORTH 53°16'47" EAST, A DISTANCE OF 682.35 FEET;

4. SOUTH 36°56'11" EAST, A DISTANCE OF 24.64 FEET;

5. NORTH 53°13'11" EAST, A DISTANCE OF 385.92 FEET TO A POINT OF CURVATURE;

6. ALONG THE ARC OF SAID CURVE TO THE LEFT AN ARC LENGTH OF 279.31 FEET, SAID CURVE HAVING A RADIUS OF 1,010.00 FEET, A CENTRAL ANGLE OF 15°50'41", AND A CHORD WHICH BEARS NORTH 45°17'51" EAST A CHORD DISTANCE OF 278.42 FEET; THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, SOUTH 52°37'30" EAST, A DISTANCE OF 15.00 FEET TO A POINT OF NON-TANGENT CURVATURE;

7. ALONG THE ARC OF SAID CURVE TO THE LEFT AN ARC LENGTH OF 664.82 FEET, SAID CURVE HAVING A RADIUS OF 1,025.00 FEET, A CENTRAL ANGLE OF 37°09'45", AND A CHORD WHICH BEARS NORTH 18°47'38" EAST A CHORD DISTANCE OF 653.23 FEET;

8. NORTH 00°12'45" EAST, A DISTANCE OF 55.55 FEET TO A POINT ON SAID SOUTH RIGHT-OF-WAY LINE OF STROH ROAD/COUNTY RD #14;

THENCE NORTH 89°52'31" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 595.50 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 1,454,691 SQUARE FEET OR 33.40 ACRES, MORE OR LESS.

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE DEEDED NORTH LINE OF THE NORTHWEST ONE-QUARTER OF SECTION 3, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, DEED RECEPTION NO. DC8606653, BEARS NORTH 89°52'31" EAST. MONUMENTED AT THE WEST END BY A FOUND 3.25" ALUMINUM CAP, STAMPED: AZTEC CONSULTANTS INC 1999 LS 17666, IN A RANGE BOX, AND MONUMENTED AT THE EAST END BY A FOUND 3.25" ALUMINUM CAP, STAMPED: 2006 PLS 29761, IN A RANGE BOX.



Request for Town Council Action

Date: November 7, 2022

Submitted By: Chris Hudson, Deputy Director of Engineering

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 1.569 - Second Reading**
A Bill for an Ordinance Granting a Combined Drainage Facility and Access Easement to the Board of County Commissioners of Douglas County, Colorado for the Pine Drive Water Quality Pond Located Adjacent to Lincoln Avenue
Department: Engineering and Public Works, Chris Hudson

EXECUTIVE SUMMARY

This ordinance proposes to dedicate a combined drainage facility and access easement over Town-owned property at the northwest corner of Lincoln Avenue and Pine Drive. This easement has been requested to accommodate installation, maintenance and access to a necessary drainage facility.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

In 2008, Douglas County conveyed a parcel adjacent to the north side of Lincoln Avenue that is located west of the northeast corner of the Pine Drive intersection. This roughly 140-foot deep (north-south) parcel was excess property remaining from a larger Douglas County acquisition parcel needed for the Lincoln Avenue extension roadway project which was opened to the public in 2002. The Town ultimately annexed the parcel in the fall of 2008.

Douglas County is moving forward with the design of the Pine Drive widening north of Lincoln Avenue. Douglas County has identified a portion of the Town's parcel at the northwest corner of the Lincoln/Pine intersection for needed drainage/water quality improvements to support the planned Pine Drive roadway improvements. Earlier this year, Douglas County staff approached Town staff about the need to acquire a drainage easement for this proposed infrastructure.

The 2008 Douglas County conveyance deed included a public purpose deed restriction. Over the past several years, Town staff have also been approached by several potential developers of an undeveloped parcel to the north of Lincoln Avenue and an anticipated need to get a secondary access point on Lincoln Avenue. This deed restriction brought into question the potential for a secondary access point across the property to Lincoln Avenue. Douglas County will need an

access point from Lincoln Avenue to maintain the proposed water quality infrastructure and, through coordination with Douglas County staff, it was proposed that this access point serve a combined access purpose. This proposed easement will allow for this potential access to be constructed to the property to the north in the future.

Douglas County is anticipating construction on the Pine Drive/Pine Lane improvements in 2023 and needs this easement to support this regional transportation improvement. An ordinance is required to convey this combined drainage facility and access easement to Douglas County.

FINANCIAL IMPACT

None to the Town. Douglas County will be constructing and maintaining the drainage facility.

STRATEGIC GOAL(S)



INNOVATE WITH
COLLABORATIVE
GOVERNANCE



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH

ATTACHMENTS

1. Pine Drive WQ Pond Vicinity Map
2. Ordinance No. 1.569

RECOMMENDED MOTION

I move to approve Ordinance No. 1.569 on second reading.

Pine Drive Water Quality Pond Vicinity Map

PONDEROSA DR

PINE DR

Rudy Property

Town-Owned Property

Proposed Stormwater
Pond

LINCOLN AVE

Proposed Access
Road Easement

PINE DR



0 200 400 Feet

ORDINANCE NO. 1.569, Series of 2022

TITLE: A BILL FOR AN ORDINANCE GRANTING A COMBINED DRAINAGE FACILITY AND ACCESS EASEMENT TO THE BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY COLORADO FOR THE PINE DRIVE WATER QUALITY POND LOCATED ADJACENT TO LINCOLN AVENUE

WHEREAS, the Town Council of the Town of Parker desires to grant a combined drainage and access facility easement to the Board of County Commissioners of the County of Douglas for the Pine Drive water quality pond located adjacent to Lincoln Avenue; and

WHEREAS, the Town Council of the Town of Parker desires to authorize the Mayor to execute the subject Drainage Facility 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 Drainage Facility and Access Easement Agreement by the Town of Parker granting a combined drainage and access facility easement to the Board of County Commissioners of the County of Douglas for the Pine Drive water quality pond located adjacent to Lincoln Avenue, which is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to execute the Drainage Facility 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

DRAINAGE FACILITY AND ACCESS EASEMENT AGREEMENT

THIS DRAINAGE FACILITY AND ACCESS EASEMENT AGREEMENT (“Easement Agreement”) is dated this ____ day of _____, 2022, by THE TOWN OF PARKER, COLORADO (the "Grantor"), having an address at 20120 E. Mainstreet, Parker, Colorado 80138, and the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO, a political subdivision of the State of Colorado (the "Grantee"), having an address at 100 Third Street, Castle Rock, Colorado 80104. Grantor and Grantee, and their respective successors and assigns, may be referred to collectively herein as the “Parties”, and individually as a “Party.”

WHEREAS, Grantee desires to install a storm water quality drainage facility (the “Drainage Facility”) on real property owned by Grantor, which real property is more particularly described and depicted in **Exhibits A, B & C**, attached hereto and incorporated herein (the "Drainage Easement Property"); and

WHEREAS, Grantee shall also need to construct an access road across a portion of the Drainage Easement Property in order to access and maintain the Drainage Facility, as more particularly described in **Exhibit D**, attached hereto and incorporated herein (the “Access Easement Property”); and

WHEREAS, Grantor is willing to grant the easements to Grantee in the Drainage Easement Property and Access 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 easements as hereinbelow set forth:

1. Grant of Drainage Facility 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 Drainage Easement Property for the purpose of Grantee's construction, reconstruction, operation, maintenance and removal of the Drainage Facility, which use is consistent with the public purpose restriction contained in the conveyance deed from Douglas County to the Town of Parker dated May 13, 2008 and recorded at reception no. 2008034284 (the “Conveyance Deed”). Grantee shall have the right of ingress and egress over and across the adjacent lands of Grantor to and from the Drainage Easement Property as may be necessary in connection with Grantee's construction, reconstruction, operation, maintenance and removal of the Drainage Facility. The Drainage Facility shall be designed by a Professional Engineer licensed in the State of Colorado, and constructed in accordance with the final plans and specifications that have been reviewed and approved by the Parties.

2. Grant of Access Easement. Grantor hereby grants and conveys to the Grantee, its successors, assigns, lessees, licensees and agents, a nonexclusive perpetual access easement

upon, over, under, across and through the Access Easement Property for pedestrian and vehicular access, which use is consistent with the public purpose restriction contained in the Conveyance Deed. The Parties agree that the access road may be improved (paved) in the future by either Party or its assigns, and Grantor may use the Access Road to provide public or other third party access.

3. 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 Drainage Easement Property, the Access 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. In the event it is determined that Grantee, its employees, agents, contractors, subcontractors, assigns, lessees or licensees or agents has damaged any elements of the Drainage Easement Property, the Access Easement Property or the above-referenced adjacent lands, Grantee shall clean, cure and correct any such damage, including, but not limited to, repairing and restoring roadway surfaces, curbs, gutters, driveway cross pans, 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 thirty(30) days after notice thereof from Grantor, Grantor may perform such work at Grantee's expense, and the reasonable cost of such repair and restoration shall be an obligation of Grantee to be paid by Grantee to Grantor upon receipt of written demand by Grantor together with adequate documentation of such costs. If Grantee fails to remit payment within forty five (45) days of Grantor's written demand, Grantor may seek damages or such other remedies as may be available at law.

(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 Drainage Easement Property or Access 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 Drainage Facility and access road 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.

(D) Maintenance and improvement of the Access Easement Property shall be the responsibility of Grantee until the access road is improved by Grantor, or its assigns, or used, as

determined by Grantor, to provide public or other third party access, including, but not limited to, development of the real property located north of the Drainage Easement Property.

(E) Grantor may notify, in writing, Grantee of any apparent unauthorized uses of the Drainage Easement Property or the Access Easement Property in violation of the terms of this Agreement. In such an event, Grantee shall cease or take immediate steps to prevent further prohibited use of the Drainage Easement Property or Access Easement Property.

(F) Grantor agrees not to obstruct, impede, or interfere with the Drainage Easement Property and Access Easement Property, and Grantee agrees not to interfere with the rights of Grantor for ingress and egress over the Drainage Easement Property and Access Easement Property. There shall be no parking on the Access Easement Property by Grantee or anyone acting with their authorization, unless proper notice and authorization is obtained by Grantor prior to work associated with the maintenance of the Drainage Facility and/or access road, which authorization by Grantor shall not be unreasonably withheld.

4. Insurance. Grantee shall obtain for itself, its agents, successors, assigns, lessees, licensees and agents, necessary and adequate worker's compensation insurance, personal injury insurance, and property damage insurance, with limits commensurate with the hazards and risks associated with the use of the Drainage or Access Easement Properties, but in no event less than the liability limits established by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as now in effect or as hereinafter amended. Neither the Grantee nor its agents, successors and assigns shall commence any use of the Drainage or Access Easement Properties, until it has obtained all insurance required under this section, and shall have filed a certificate of insurance with the Grantor.

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

6. 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.

(D) It is expressly agreed that this Easement Agreement contains the entire understanding of the parties and that there are no other verbal or written representations, agreements, warranties, or promises relating to the Easement. The covenants and agreements herein contained are for the benefit of the Grantor, Grantee, and the State of Colorado, and do not create any obligations, duties or benefits to other parties.

(E) The Parties, their commissioners, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., as amended.

(F) Any financial obligations of the Parties shall extend only to monies duly and lawfully appropriated and budgeted by the Parties and encumbered for the purposes of this Easement Agreement, pursuant to § 29-1-110, C.R.S., as amended.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURES ON FOLLOWING PAGE]**

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

TOWN OF PARKER, COLORADO

JEFF TOBORG, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Kristin Hoffmann, Town Attorney

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

ABE LAYDON, Chair

ATTEST:

APPROVED AS TO CONTENT:

Kristin Randlett,
Deputy Clerk to the Board

Douglas J. DeBord,
County Manager

APPROVED AS TO FORM:

APPROVED AS TO FISCAL CONTENT:

Chris Pratt,
Senior Assistant County Attorney

Andrew Copland,
Director of Finance



EXHIBIT A
LEGAL DESCRIPTION
TOWN OF PARKER – DRAINAGE EASEMENT

A VARIABLE WIDTH DRAINAGE EASEMENT BEING A PORTION OF A METES AND BOUNDS PARCEL OF LAND DESCRIBED UNDER THE QUIT CLAIM DEED RECORDED AT RECEPTION NO. 2008034284 IN THE DOUGLAS COUNTY CLERK AND RECORDS OFFICE, LOCATED IN THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M., COUNTY OF DOUGLAS, STATE OF COLORADO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 15, TOWNSHIP 6 SOUTH, RANGE 68 WEST OF THE 6TH P.M., BEING MONUMENTED WITH A 3.25" ALUMINUM CAP STAMPED PLS 17666 WHENCE A LINE TO THE NORTH QUARTER CORNER OF SECTION 15, BEING MONUMENTED WITH A 3.25" ALUMINUM CAP IN RANGE BOX STAMPED PLS 30109 BEARS S 89°28'57" W, A DISTANCE OF 2643.54 FEET ALL PER COLORADO STATE PLANE COORDINATES CENTRAL (GRID NAD 83), **SAID LINE BEING THE BASIS OF BEARINGS FOR THIS DESCRIPTION;**

THENCE ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 15, S 89°28'57" W, A DISTANCE OF 30.00 FEET TO THE SOUTHEAST CORNER OF LOT 12, PARKER VILLAGE FILING NO.1 AS DESCRIBED UNDER RECEPTION NO. 133904, SAID CORNER ALSO BEING A POINT ON THE WESTERLY RIGHT OF WAY LINE OF PINE DRIVE AS DESCRIBED UNDER RECEPTION NO. 133904 ALL IN SAID CLERK'S OFFICE, SAID CORNER BEING THE **POINT OF BEGINNING;**

THENCE ALONG THE EASTERLY LINE OF SAID QUIT CLAIM DEED, ALSO BEING THE WESTERLY LINE OF SAID PINE DRIVE, S 00°16'13" E, A DISTANCE OF 64.55 FEET;

THENCE ALONG THE SOUTHEASTERLY AND SOUTHERLY LINES OF SAID QUIT CLAIM DEED, ALSO BEING THE NORTHWESTERLY AND NORTHERLY LINE OF LINCOLN AVENUE AS DESCRIBED UNDER RECEPTION NO. 2007028162 OF SAID CLERK'S OFFICE THE FOLLOWING TWO (2) COURSES:

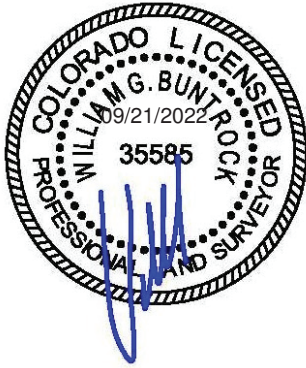
- 1) S 48°09'44" W, A DISTANCE OF 109.70 FEET;
- 2) S 89°20'44" W, A DISTANCE OF 83.23 FEET;

THENCE DEPARTING SAID SOUTHERLY LINE, N 44°12'47" E, A DISTANCE OF 193.10 FEET TO A POINT ON THE NORTHERLY LINE OF SAID QUIT CLAIM DEED, SAID NORTHERLY LINE ALSO BEING THE SOUTHERLY LINE OF SAID LOT 12;



THENCE ALONG SAID NORTHERLY LINE, N 89°28'57" E, A DISTANCE OF 30.00 FEET TO THE POINT ALSO BEING THE **POINT OF BEGINNING**.

THE ABOVE DESCRIPTION CONTAINS 10,399 SQUARE FEET OR 0.24 ACRES MORE OR LESS.



WILLIAM G BUNTROCK, PLS
COLORADO LICENSED LAND SURVEYOR NO. 35585
TRUE NORTH SURVEYING & MAPPING, LLC
TN 19026 TOWN OF PARKER A

NOTICE - According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

TOWN OF PARKER
DC ASSESSOR # 2233-151-00-028
DRAINAGE EASEMENT

EXHIBIT A

PAGE 3 OF 3

10,399 SQUARE FEET
OR 0.24 ACRES +/-

SE QUARTER SECTION 10
T 6 S R 6 6 W 6TH PM
DOUGLAS COUNTY, COLORADO

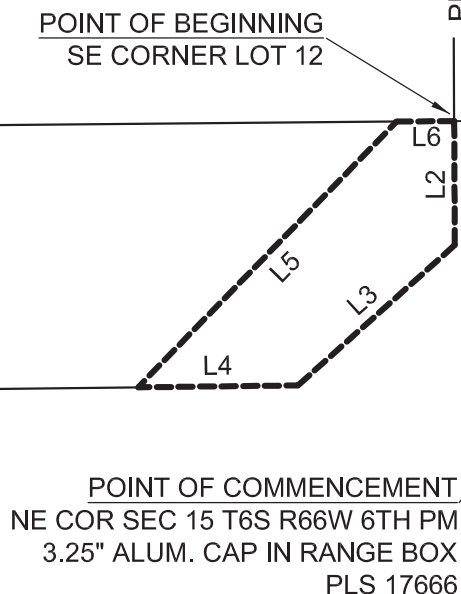
LOT 12, PARKER VILLAGE FILING NO.1
(REC. NO. 133904)

N 1/4 COR SEC 15
T6S R66W 6TH PM
3.25" ALUM. CAP
PLS 30109

BASIS OF BEARINGS S 89°28'57" W 2643.54'
NORTH LINE NORTHEAST 1/4 SECTION 15

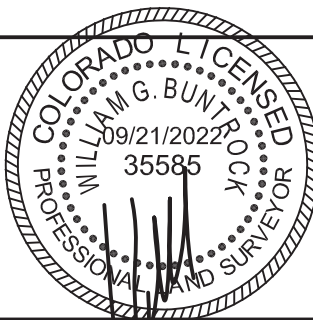
OWNER: TOWN OF PARKER
NO POSTED ADDRESS
METES AND BOUNDS
QUIT CLAIM DEED REC. NO. 2008034284

LINCOLN AVENUE
ROW VARIES
REC. NO. 2007028162



LINE	BEARING	DISTANCE
L1	S 89°28'57" W	30.00'
L2	S 00°16'13" E	64.55'
L3	S 48°09'44" W	109.70'
L4	S 89°20'44" W	83.23'
L5	N 44°12'47" E	193.10'
L6	N 89°28'57" E	30.00'

NE QUARTER SECTION 15
T 6 S R 6 6 W 6TH PM
DOUGLAS COUNTY, COLORADO



DATE	09/21/2022
DRAWN	BB
CHECKED	BB
APPROVED	BB
PROJECT NO.	TN 19026
HORZ. SCALE	1" = 100'

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



EXHIBIT B
LEGAL DESCRIPTION
TOWN OF PARKER – DRAINAGE EASEMENT

A VARIABLE WIDTH DRAINAGE EASEMENT BEING A PORTION OF A METES AND BOUNDS PARCEL OF LAND DESCRIBED UNDER THE QUIT CLAIM DEED RECORDED AT RECEPTION NO. 2008034284 IN THE DOUGLAS COUNTY CLERK AND RECORDS OFFICE, LOCATED IN THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M., COUNTY OF DOUGLAS, STATE OF COLORADO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 15, TOWNSHIP 6 SOUTH, RANGE 68 WEST OF THE 6TH P.M., BEING MONUMENTED WITH A 3.25" ALUMINUM CAP STAMPED PLS 17666 WHENCE A LINE TO THE NORTH QUARTER CORNER OF SECTION 15, BEING MONUMENTED WITH A 3.25" ALUMINUM CAP IN RANGE BOX STAMPED PLS 30109 BEARS S 89°28'57" W, A DISTANCE OF 2643.54 FEET ALL PER COLORADO STATE PLANE COORDINATES CENTRAL (GRID NAD 83), **SAID LINE BEING THE BASIS OF BEARINGS FOR THIS DESCRIPTION;**

THENCE ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 15, S 89°28'57" W, A DISTANCE OF 30.00 FEET TO THE SOUTHEAST CORNER OF LOT 12, PARKER VILLAGE FILING NO.1 AS DESCRIBED UNDER RECEPTION NO. 133904, SAID CORNER ALSO BEING A POINT ON THE WESTERLY RIGHT OF WAY LINE OF PINE DRIVE AS DESCRIBED UNDER RECEPTION NO. 133904 ALL IN SAID CLERK'S OFFICE; THENCE ALONG THE NORTHERLY LINE OF SAID QUIT CLAIM DEED, S 89°28'57" W, A DISTANCE OF 30.00 FEET TO THE **POINT OF BEGINNING;**

THENCE S 44°12'47" W, A DISTANCE OF 193.10 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID QUIT CLAIM DEED, SAID POINT ALSO BEING ON THE NORTHERLY LINE OF LINCOLN AVENUE AS DESCRIBED UNDER RECEPTION NO. 2007028162 OF SAID CLERK'S OFFICE;

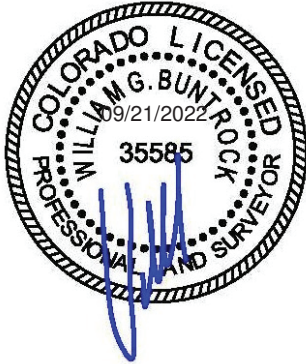
THENCE ALONG SAID SOUTHERLY LINE, ALSO BEING SAID NORTHERLY LINE S 89°20'44" W, A DISTANCE OF 304.77 FEET;

THENCE DEPARTING SAID SOUTHERLY LINE, N 00°16'03" W, A DISTANCE OF 137.91 FEET TO A POINT ON THE NORTHERLY LINE OF SAID QUIT CLAIM DEED, SAID NORTHERLY LINE ALSO BEING THE SOUTHERLY LINE OF SAID LOT 12;

THENCE ALONG SAID NORTHERLY LINE, N 89°28'57" E, A DISTANCE OF 440.06 FEET TO THE **POINT OF BEGINNING.**



THE ABOVE DESCRIPTION CONTAINS 51,199 SQUARE FEET OR 1.17 ACRES MORE OR LESS.



WILLIAM G BUNTROCK, PLS
COLORADO LICENSED LAND SURVEYOR NO. 35585
TRUE NORTH SURVEYING & MAPPING, LLC
TN 19026 TOWN OF PARKER B

NOTICE - According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

TOWN OF PARKER
DC ASSESSOR # 2233-151-00-027
DRAINAGE EASEMENT

EXHIBIT B

PAGE 3 OF 3

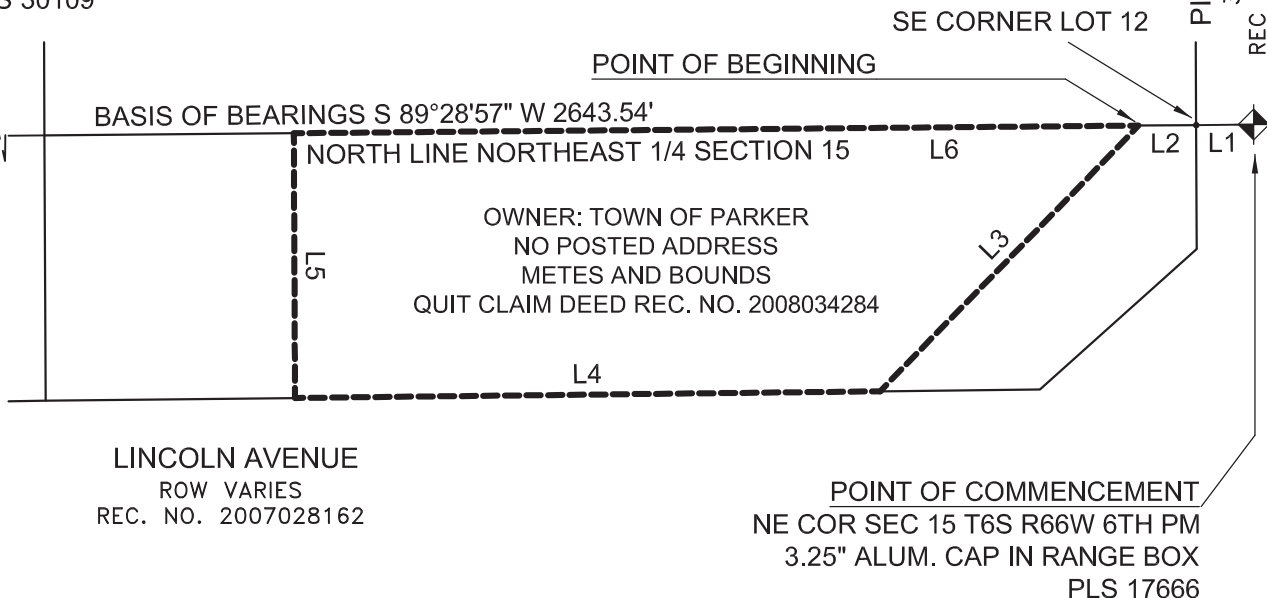
51,199 SQUARE FEET
OR 1.17 ACRES +/-

SE QUARTER SECTION 10
T 6 S R 6 6 W 6TH PM
DOUGLAS COUNTY, COLORADO

LOT 12, PARKER VILLAGE FILING NO.1
(REC. NO. 133904)

N 1/4 COR SEC 15
T6S R66W 6TH PM
3.25" ALUM. CAP
PLS 30109

PINE DRIVE
30' ROW
REC NO. 133904



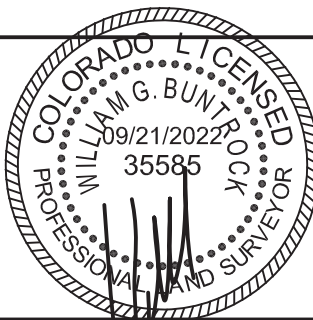
LINCOLN AVENUE
ROW VARIES
REC. NO. 2007028162

POINT OF COMMENCEMENT
NE COR SEC 15 T6S R66W 6TH PM
3.25" ALUM. CAP IN RANGE BOX
PLS 17666

LINE	BEARING	DISTANCE
L1	S 89°28'57" W	30.00'
L2	S 89°28'57" W	30.00'
L3	S 44°12'47" W	193.10'
L4	S 89°20'44" W	304.77'
L5	N 00°16'03" W	137.91'
L6	N 89°28'57" E	440.06'

NE QUARTER SECTION 15
T 6 S R 6 6 W 6TH PM
DOUGLAS COUNTY, COLORADO

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



DATE	09/21/2022
DRAWN	BB
CHECKED	BB
APPROVED	BB
PROJECT NO.	TN 19026
HORZ. SCALE	1" = 100'



EXHIBIT C
LEGAL DESCRIPTION
TOWN OF PARKER – DRAINAGE EASEMENT

A DRAINAGE EASEMENT BEING A PORTION OF A METES AND BOUNDS PARCEL OF LAND DESCRIBED UNDER THE QUIT CLAIM DEED RECORDED AT RECEPTION NO. 2008034284 IN THE DOUGLAS COUNTY CLERK AND RECORDS OFFICE, LOCATED IN THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M., COUNTY OF DOUGLAS, STATE OF COLORADO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 15, TOWNSHIP 6 SOUTH, RANGE 68 WEST OF THE 6TH P.M., BEING MONUMENTED WITH A 3.25" ALUMINUM CAP STAMPED PLS 17666 WHENCE A LINE TO THE NORTH QUARTER CORNER OF SECTION 15, BEING MONUMENTED WITH A 3.25" ALUMINUM CAP IN RANGE BOX STAMPED PLS 30109 BEARS S 89°28'57" W, A DISTANCE OF 2643.54 FEET ALL PER COLORADO STATE PLANE COORDINATES CENTRAL (GRID NAD 83), SAID LINE **BEING THE BASIS OF BEARINGS FOR THIS DESCRIPTION;**

THENCE ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 15, S 89°28'57" W, A DISTANCE OF 30.00 FEET TO THE SOUTHEAST CORNER OF LOT 12, PARKER VILLAGE FILING NO.1 AS DESCRIBED UNDER RECEPTION NO. 133904, SAID CORNER ALSO BEING A POINT ON THE WESTERLY RIGHT OF WAY LINE OF PINE DRIVE AS DESCRIBED UNDER RECEPTION NO. 133904 ALL IN SAID CLERK'S OFFICE;

THENCE ALONG THE NORTHERLY LINE OF SAID QUIT CLAIM DEED, S 89°28'57" W, A DISTANCE OF 470.06 FEET TO THE **POINT OF BEGINNING;**

THENCE DEPARTING SAID NORTHERLY LINE, S 00°16'03" E, A DISTANCE OF 137.91 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID QUIT CLAIM DEED, SAID POINT ALSO BEING ON THE NORTHERLY LINE OF LINCOLN AVENUE AS DESCRIBED UNDER RECEPTION NO. 2007028162 OF SAID CLERK'S OFFICE;

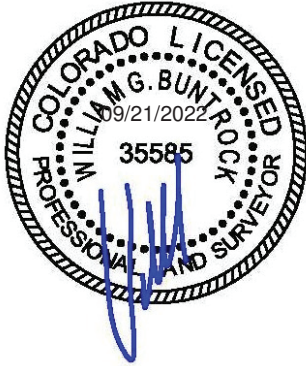
THENCE ALONG SAID SOUTHERLY LINE, ALSO BEING SAID NORTHERLY LINE, S 89°20'44" W, A DISTANCE OF 129.92 FEET;

THENCE N 00°16'03" W, A DISTANCE OF 138.22 FEET TO THE SOUTHWEST CORNER OF SAID LOT 12;

THENCE ALONG THE NORTHERLY LINE OF SAID QUIT CLAIM DEED, N 89°28'57" E, A DISTANCE OF 129.91 FEET TO THE **POINT OF BEGINNING.**



THE ABOVE DESCRIPTION CONTAINS 17,937 SQUARE FEET OR 0.41 ACRES MORE OR LESS.



WILLIAM G BUNTROCK, PLS
COLORADO LICENSED LAND SURVEYOR NO. 35585
TRUE NORTH SURVEYING & MAPPING, LLC
TN 19026 TOWN OF PARKER C

NOTICE - According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

TOWN OF PARKER
DC ASSESSOR # 2233-151-00-026
DRAINAGE EASEMENT

EXHIBIT C

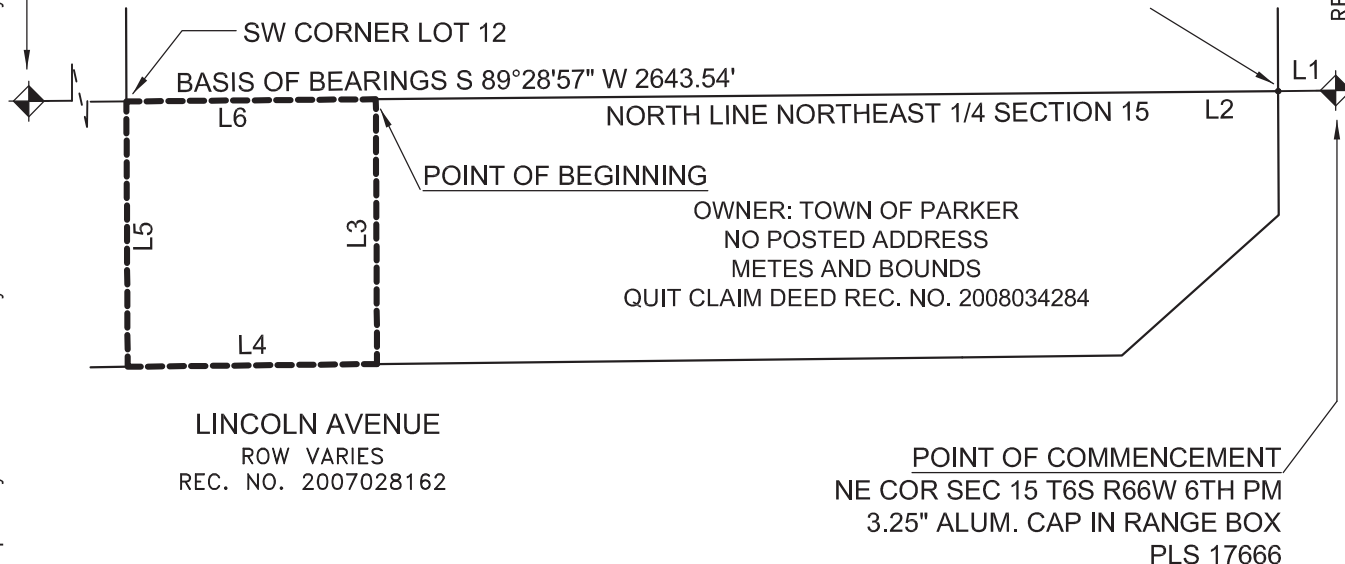
PAGE 3 OF 3

17,937 SQUARE FEET
OR 0.41 ACRES +/-

SE QUARTER SECTION 10
T 6 S R 6 6 W 6TH PM
DOUGLAS COUNTY, COLORADO

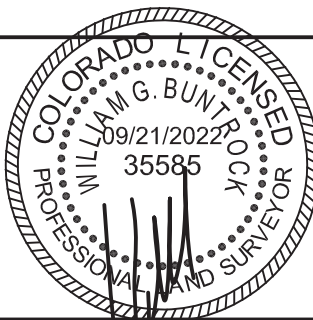
LOT 12, PARKER VILLAGE FILING NO.1
(REC. NO. 133904)

N 1/4 COR SEC 15
T6S R66W 6TH PM
3.25" ALUM. CAP
PLS 30109



LINE	BEARING	DISTANCE
L1	S 89°28'57\" W	30.00'
L2	S 89°28'57\" W	470.06'
L3	S 00°16'03\" E	137.91'
L4	S 89°20'44\" W	129.92'
L5	N 00°16'03\" W	138.22'
L6	N 89°28'57\" E	129.91'

NE QUARTER SECTION 15
T 6 S R 6 6 W 6TH PM
DOUGLAS COUNTY, COLORADO



DATE	09/21/2022
DRAWN	BB
CHECKED	BB
APPROVED	BB
PROJECT NO.	TN 19026
HORZ. SCALE	1" = 100'

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



EXHIBIT D
LEGAL DESCRIPTION
TOWN OF PARKER – 30.0 FOOT ACCESS EASEMENT

A 30.00 FOOT ACCESS EASEMENT BEING A PORTION OF A METES AND BOUNDS PARCEL OF LAND DESCRIBED UNDER THE QUIT CLAIM DEED RECORDED AT RECEPTION NO. 2008034284 IN THE DOUGLAS COUNTY CLERK AND RECORDS OFFICE, LOCATED IN THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M., COUNTY OF DOUGLAS, STATE OF COLORADO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 15, TOWNSHIP 6 SOUTH, RANGE 68 WEST OF THE 6TH P.M., BEING MONUMENTED WITH A 3.25" ALUMINUM CAP STAMPED PLS 17666 WHENCE A LINE TO THE NORTH QUARTER CORNER OF SECTION 15, BEING MONUMENTED WITH A 3.25" ALUMINUM CAP IN RANGE BOX STAMPED PLS 30109 BEARS S 89°28'57" W, A DISTANCE OF 2643.54 FEET ALL PER COLORADO STATE PLANE COORDINATES CENTRAL (GRID NAD 83), SAID LINE **BEING THE BASIS OF BEARINGS FOR THIS DESCRIPTION;**

THENCE ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 15, S 89°28'57" W, A DISTANCE OF 30.00 FEET TO THE SOUTHEAST CORNER OF LOT 12, PARKER VILLAGE FILING NO.1 AS DESCRIBED UNDER RECEPTION NO. 133904, SAID CORNER ALSO BEING A POINT ON THE WESTERLY RIGHT OF WAY LINE OF PINE DRIVE AS DESCRIBED UNDER RECEPTION NO. 133904 ALL IN SAID CLERK'S OFFICE;

THENCE ALONG THE NORTHERLY LINE OF SAID QUIT CLAIM DEED, S 89°28'57" W, A DISTANCE OF 390.20 FEET TO THE **POINT OF BEGINNING;**

THENCE DEPARTING SAID NORTHERLY LINE, S 00°00'00" E, A DISTANCE OF 137.73 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID QUIT CLAIM DEED, SAID POINT ALSO BEING ON THE NORTHERLY LINE OF LINCOLN AVENUE AS DESCRIBED UNDER RECEPTION NO. 2007028162 OF SAID CLERK'S OFFICE;

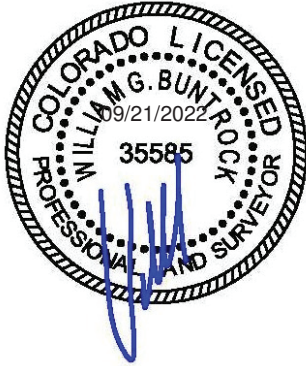
THENCE ALONG SAID SOUTHERLY LINE, ALSO BEING SAID NORTHERLY LINE, S 89°20'44" W, A DISTANCE OF 30.00 FEET;

THENCE DEPARTING SAID SOUTHERLY LINE OF SAID QUIT CLAIM DEED, N 00°00'00" W, A DISTANCE OF 137.80 FEET TO A POINT ON THE NORTHERLY LINE OF SAID QUIT CLAIM DEED;

THENCE ALONG THE NORTHERLY LINE OF SAID QUIT CLAIM DEED, N 89°28'57" E, A DISTANCE OF 30.00 FEET TO THE **POINT OF BEGINNING.**



THE ABOVE DESCRIPTION CONTAINS 4,133 SQUARE FEET OR 0.09 ACRES MORE OR LESS.



WILLIAM G BUNTROCK, PLS
COLORADO LICENSED LAND SURVEYOR NO. 35585
TRUE NORTH SURVEYING & MAPPING, LLC
TN 19026 TOWN OF PARKER D

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TOWN OF PARKER
DC ASSESSOR # 2233-151-00-027
30.0' ACCESS EASEMENT

EXHIBIT D

PAGE 3 OF 3

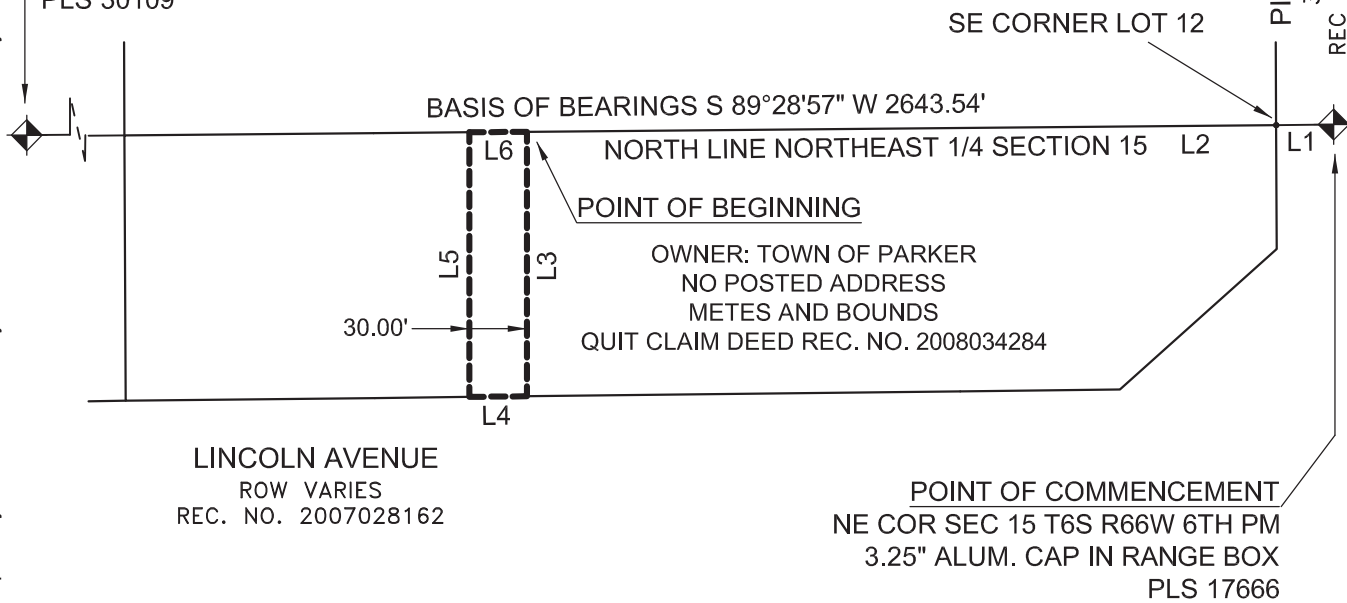
4,133 SQUARE FEET
OR 0.09 ACRES +/-

SE QUARTER SECTION 10
T 6 S R 6 6 W 6TH PM
DOUGLAS COUNTY, COLORADO

LOT 12, PARKER VILLAGE FILING NO.1
(REC. NO. 133904)

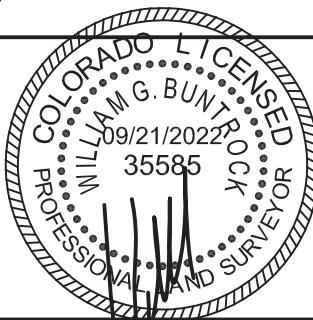
N 1/4 COR SEC 15
T6S R66W 6TH PM
3.25" ALUM. CAP
PLS 30109

PINE DRIVE
30' ROW
REC NO. 133904



LINE	BEARING	DISTANCE
L1	S 89°28'57" W	30.00'
L2	S 89°28'57" W	390.20'
L3	S 00°00'00" E	137.73'
L4	S 89°20'44" W	30.00'
L5	N 00°00'00" W	137.80'
L6	N 89°28'57" E	30.00'

NE QUARTER SECTION 15
T 6 S R 6 6 W 6TH PM
DOUGLAS COUNTY, COLORADO



DATE	09/21/2022
DRAWN	BB
CHECKED	BB
APPROVED	BB
PROJECT NO.	TN 19026
HORZ. SCALE	1" = 100'

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



Request for Town Council Action

Date: November 7, 2022

Submitted By: Bryce Matthews, Assistant Director - Planning
John Fussa, Community Development Director

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 3.363 - Second Reading**
A Bill for an Ordinance to Amend Sections 13.01.140,
13.07.080, 13.07.090 and 13.07.100 of the Parker Municipal
Code Concerning Expirations of Approvals
Department: Community Development, Bryce Matthews

EXECUTIVE SUMMARY

The Parker Land Development Ordinance (the LDO) contains standards for the time period(s) that a land use approval is in effect until the applicant must record documents or receive permits. If an applicant does not complete required actions within the established time period(s), the approval expires per the LDO. When this happens, they must resubmit their application for development, repeat the development review process and hope to obtain Town approval again.

During the past few years, staff has observed that a number of applicants have had difficulty in meeting the LDO standards for the time period(s) of approval with their projects. The proposed amendment to the LDO will address this by:

- Establishing longer initial approval time periods;
- Establishing longer administrative extension time periods; and
- Creating a formal extension approval process by Town Council with criteria.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The table below summarizes the current LDO requirements regarding the time period(s) for approval and the actions that must be taken for an approval not to expire:

Existing LDO

Approval type	Approval period before expiration	Administrative extension	Action required
All plat approvals	90 days	30 days	Submit Mylar, agreements and

Use by Special Review	12 months	90 days	security for public improvements Building permit or grading permit issuance
Site Plan	12 months	90 days	Building permit or grading permit issuance

Under the current LDO, there is not a process for extending approvals beyond a limited administrative extension of the original approval. Over time, the Town has received numerous requests for an extension of approvals for a variety of reasons. For example, Plat extension requests are often associated with financing of public infrastructure and actions necessary to provide the required security for public infrastructure to the Town. For a Use by Special Review, the request is often made because 15 months (12 months with a 90-day administrative extension) is not enough time to mobilize consultants, complete site design, allow for Town review and approval of a Site Plan, and obtain a Grading and Building Permit.

Where the existing LDO time period(s) for approvals are inadequate and an approval expires, it is not an efficient use of Town resources to require applicants to resubmit another application for development and expend staff resources to process a second application that is the same as the original one (with no changes).

The proposed amendments to the LDO regarding the time period(s) and action that must be taken for a development approval to not expire are summarized below:

Proposed LDO

Approval type	Approval period before expiration	Administrative extension	Town Council Action required extension	
All plat approvals	180 days	180 days	12 months	Submit Mylar, agreements and security for public improvements
Four or more Final Plats running concurrently from the same Preliminary Plan	12 months	12 months	18 months	Submit Mylar, agreements and security for public improvements
Use by Special Review	24 months	180 days	12 months	Building permit or grading permit issuance
Site Plan	15 months	180 days	12 months	Building permit or grading permit issuance

The proposed amendment to the LDO will address the issue identified above and has the

following benefits:

- Allowing approved projects more time to address what are often complicated technical and financial issues; and
- Allowing larger projects where multiple Final Plats are running concurrently more time to address complicated financing and infrastructure issues; and
- Allowing applicants who have received Use by Special Review approval more time to complete architectural design, civil engineering, review and approval of a Site Plan, and obtain construction permits; and
- Establishing a formal process for applicants to request that Town Council further extend their approvals subject to criteria.

On October 13, 2022, the Planning Commission considered proposed Ordinance No. 3.363 and voted unanimously to recommend Town Council approval.

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH



ENHANCE ECONOMIC
VITALITY

ATTACHMENTS

1. Ordinance No. 3.363

RECOMMENDED MOTION

I move to approve Ordinance No. 3.363 on second reading.

ORDINANCE NO. 3.363, Series of 2022

TITLE: A BILL FOR AN ORDINANCE TO AMEND SECTIONS 13.01.140, 13.07.080, 13.07.090 AND 13.07.100 OF THE PARKER MUNICIPAL CODE CONCERNING EXPIRATIONS OF APPROVALS

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

Section 1. Section 13.01.140 of the Parker Municipal Code is amended to read as follows:

13.01.140 Resubmittals and expiration of approvals.

(a) A maximum of ~~six (6) months~~ one hundred eighty (180) days will be granted to applicants to resubmit incomplete application packets. Any project that is inactive for ~~six (6) months~~ one hundred eighty (180) days or more shall expire and must be resubmitted with new submittal information and fees. Failure to meet this ~~six-month time line~~ one-hundred-eighty- (180-) day timeline will result in applications becoming permanently inactive and the applicants forfeiting their fees.

(b) Approval by the Town Council, Planning Commission, or Planning Director of any site plan ~~or use by special review~~ shall remain in effect for a period of ~~twelve-fifteen (1215)~~ months. Any approval of an application for which a grading permit or building permit has not been issued ~~or for which the use by special review has not commenced~~ within ~~twelve-fifteen (1215)~~ months after approval of the site plan ~~or use by special review~~ shall be null and void. An extension of time of up to ~~ninety-one hundred eighty (90180)~~ days may be granted by the Planning Director, after consultation of the Director of Engineering/Public Works, subject to the criteria set forth in Subsection (g) below ~~for good cause~~. An additional extension of time, beyond the foregoing ~~90 one-hundred-eighty- (180-)~~ day extension, of up to one hundred eighty (180) days may be granted by the Planning Director, if such extension is necessary to accommodate prairie dog relocation efforts, as provided in Section 13.10.250 of this Code. Any denial of the extension may be appealed to the Town Council. If denied, the applicant may resubmit a new application and fees for the same project.

(c) Approval by the Town Council, Planning Commission, or Planning Director of any use by special review shall remain in effect for a period of twenty-four (24) months. Any approval of an application for which a grading permit or building permit has not been issued or for which the use by special review has not commenced within twenty-four (24) months after approval of the use by special review shall be null and void. An extension of time of up to one hundred eighty (180) days may be granted by the Planning Director, after consultation with the Director of Engineering/Public Works, subject to the criteria set forth in Subsection (g) below. Any denial of the extension may be appealed to the Town Council. If denied, the applicant may resubmit a new application and fees for the same project.

~~(ed)~~ The Town Council may grant an additional extension of time in addition to the administrative extensions of not more than twelve (12) months total, upon a written request prior to the expiration deadline, subject to the criteria set forth in Subsection (g) below. Upon denial of any land use application, the same or similar application, as determined by the Planning Director, may not be resubmitted for a period of ~~six (6) months~~ one hundred eighty (180) days commencing from the date of denial. The determination of the Planning Director may be appealed to the appropriate body in writing within ten (10) working days of the Director's decision.

~~(de)~~ Responsibility for complete and proper application submittal shall be that of the applicant. Failure to do so will result in a delay or denial of the application. Furthermore, if any documentation presented to the Planning Department is found to be fraudulent, the application will be denied or approval revoked.

(f) Submittal requirements. An extension request shall include a fee and a narrative stating the reasons for the applicant's inability to comply with the specified deadlines, chronology of the actions taken to comply with specified deadlines, schedule for project completion within the requested extension period, and summary addressing the criteria set forth in Subsection (g) below.

(g) Criteria:

(1) The applicant can demonstrate evidence that the delay is not self-imposed. This evidence could include any unexpected predevelopment challenge that is out of the reasonable control of the applicant, including, but not limited to, changes to or challenges in financing the project, delays due to state or federal permitting requirements, required technical design changes, title issues, or environmental issues;

(2) There has been no significant change in development conditions affecting the subdivision plan and the plat continues to comply with all applicable standards and ordinances;

(3) The applicant has exercised reasonable diligence to complete the project; and

(4) Delays in the process are beyond the control of the applicant.

Section 2. Section 13.07.080 of the Parker Municipal Code is amended to read as follows:

13.07.080 Final plat.

* * *

(g) Recordation procedure. Prior to the Town's recognition of subdivided land, the approved final plat shall be recorded in the office of the County Clerk and Recorder.

(1) The applicant shall amend the final plat document in accordance with the Town Council and/or, where applicable, the Planning Director and Director of Engineering approval, if necessary.

(2) Within ~~ninety (90) days~~ one hundred eighty (180) days of approval of the final plat, unless stated otherwise in such approval, the applicant shall submit: amended final plat documents, if necessary, ready for recordation, all required documentation not previously submitted and all mapping and recordation fees to the Planning Department. The applicant shall also provide appropriate security in accordance with Paragraph 13.07.150(b)(1) of this Chapter to cover the cost of construction of the public improvements in accordance with the requirements of the subdivision agreement.

(3) For a planned development, when an applicant submits and receives approval for four (4) or more final plats in the same preliminary plan concurrently:

a. Within twelve (12) months of approval of the final plat, unless stated otherwise in such approval, the applicant shall submit: amended final plat documents, if necessary, ready for recordation; all required documentation not previously submitted; and all mapping and recordation fees to the Planning Department. The applicant shall also provide appropriate security in accordance with Paragraph 13.07.150(b)(1) of this Chapter to cover the cost of construction of the public improvements in accordance with the requirements of the subdivision agreement.

b. In addition, the applicant must either submit:

1. A phasing plan indicating the schedule and sequence of final plat submittal and amended final plat documents, ready for recordation, all required documentation not previously submitted, and all mapping and recordation fees to the Planning Department; or

2. An infrastructure plat depicting collector and arterial roadways, utilities, grading, community parks, open space, and other necessary infrastructure for the development. The infrastructure plat shall be recorded and shall also provide appropriate security in accordance with Paragraph 13.07.150(b)(1) of this Chapter to cover the cost of construction of the public improvements in accordance with the requirements of the subdivision agreement, prior to all other final plats being served by the infrastructure plat. Applicant will be required to submit all other final plat documents, ready for recordation, all required documentation not previously submitted, and all mapping and recordation fees to the Planning Department.

(34) Within thirty (30) days of receipt of all required documents, including appropriate security as described herein, the staff planner shall obtain Town signatures, as required, and record the final plat and all related documents.

(h) Expiration of approval.

(1) When an applicant submits and receives approval for four (4) or more final plats in the same preliminary plan, ~~Failure-failure~~ by the applicant to submit all required documentation, including applicable security, within ~~ninety (90) days~~ one hundred eighty (180) days for a final plat or within twelve (12) months for planned developments shall render approval of the final plat null and void and result in the necessity for the resubmittal of a preliminary plan, if the preliminary plan has expired, and final plat, along with all required fees and documentation.

(2) The Planning Director, after consultation with the Director of Engineering/Public Works, may grant no more than one (1) extension of time, of no more than ~~thirty (30) days,~~ one hundred eighty (180) days, upon a written request by the applicant ~~or staff for good cause being shown,~~ prior to the expiration deadline, subject to the criteria set forth in Paragraph (6) below.

(3) The Town Council may grant an additional extension of time of not more than twelve (12) months total, upon a written request prior to the expiration deadline, subject to the criteria set forth in Paragraph (6) below.

(4) When an applicant submits and receives approval for four (4) or more final plats in the same preliminary plan concurrently:

a. The Planning Director, after consultation with the Director of Engineering/Public Works, may grant no more than one (1) extension of time of no more than twelve (12) months, upon a written request by the applicant prior to the expiration deadline, subject to the criteria set forth in Paragraph (6) below.

b. The Town Council may grant an additional extension of time of not more than eighteen (18) months total, upon a written request prior to the expiration deadline, subject to the criteria set forth in Paragraph (6) below.

(35) Submittal requirements. An extension request, ~~received prior to the expiration of the ninety-day submittal period,~~ shall include a fee and a narrative stating the reasons for the applicant's inability to comply with the specified deadlines, ~~listing any changes in the character of the neighborhood, any changes in the Town Master Plan or this Title that have occurred since approval of the plat as these changes affect the plat and the anticipated time schedule for completing the platting process.~~ chronology of the actions taken to comply with specified deadlines, schedule for project completion within the requested extension period, and summary addressing the criteria set forth in Paragraph (6) below.

(6) Criteria:

a. The applicant can demonstrate evidence that the delay is not self-imposed. This evidence could include any unexpected predevelopment challenge that is out of the reasonable control of the applicant, including, but not limited to, changes to or challenges in financing the project, delays due to state or federal permitting requirements, required technical design changes, title issues, or environmental issues;

b. There has been no significant change in development conditions affecting the subdivision plan and the plat continues to comply with all applicable standards and ordinances;

c. The applicant has exercised reasonable diligence to complete the project; and

d. Delays in the process are beyond the control of the applicant.

(7) A fee schedule is available from the Planning Department. Additional review of the plat may occur resulting in additional conditions as applicable.

Section 3. Section 13.07.090 of the Parker Municipal Code is amended to read as follows:

13.07.090 Minor development—single-family residential.

* * *

(i) Recordation procedure.

(1) The applicant shall amend the minor development plat in accordance with the Town Council approval, if necessary.

(2) Within ~~ninety (90) days~~ one hundred eighty (180) days of approval of the minor development plat, unless stated otherwise in such approval, the applicant shall submit: one (1) photographic Mylar copy (Fix-line, emulsion down) of the approved minor development plat, amended, if necessary, and ready for recordation (except for Town signatures), all required documentation not previously submitted and all mapping and recordation fees to the Planning Department. The applicant shall also provide appropriate security in accordance with Paragraph 13.07.150(b)(1) of this Chapter to cover the cost of construction of the public improvements in accordance with the requirements of the subdivision agreement.

(3) Within thirty (30) days of receipt of the minor development plat and all required documents, including appropriate security as described herein, the staff planner shall obtain all Town signatures, as required, and record the minor development plat and all related documents.

(j) Expiration of approval.

(1) Failure by the applicant to submit all required documentation, including applicable security, within ~~ninety (90) days~~ one hundred eighty (180) days shall render approval of the minor development plat null and void and result in the necessity for the resubmittal of a minor development plat, along with all required fees and documentation.

(2) The Planning Director, after consultation with the Director of Engineering/Public Works, may grant no more than one (1) extension of time, of no more than ~~thirty (30) days~~ one hundred eighty (180) days, upon a written request by the applicant or staff for good cause being shown.

(3) The Town Council may grant an additional extension of time of not more than twelve (12) months total, upon a written request prior to the expiration deadline, subject to the criteria set forth in Paragraph (5) below.

(34) Submittal requirements. An extension request, ~~received prior to the expiration of the ninety-day submittal period~~, shall include a fee and a narrative stating the reasons for the applicant's inability to comply with the specified deadlines, ~~listing any changes in the character of the neighborhood, any changes in the Town Master Plan or this Title that have occurred since approval of the plat as these changes affect the plat and the anticipated time schedule for completing the platting process.~~ chronology of the actions taken to comply with specified deadlines, schedule for project completion within the requested extension period, and summary addressing the criteria set forth in Paragraph (5) below.

(5) Criteria:

a. The applicant can demonstrate that the delay is not self-imposed. This evidence could include any unexpected predevelopment challenge that is out of the reasonable control of the applicant, including, but not limited to, changes to or challenges in financing the project, delays due to state or federal permitting requirements, required technical design changes, title issues, or environmental issues;

b. There has been no significant change in development conditions affecting the subdivision plan and the plat continues to comply with all applicable standards and ordinances;

c. The applicant has exercised reasonable diligence to complete the project; and

d. Delays in the process are beyond the control of the applicant.

(6) A fee schedule is available from the Planning Department. Additional review of the plat may occur resulting in additional conditions as applicable.

Section 4. Section 13.07.100 of the Parker Municipal Code is amended to read as follows:

13.07.100 Minor development—nonresidential and multiple-family.

* * *

(i) Recordation procedure.

(1) The applicant shall amend the minor development plat in accordance with the Town Council approval, if necessary.

(2) Within ~~ninety (90) days~~ one hundred eighty (180) days of approval of the minor development plat, unless stated otherwise in such approval, the applicant shall submit: one (1) photographic Mylar copy (Fix-line, emulsion down) of the approved final plat, amended, if necessary, and ready for recordation (except for Town signatures), all required documentation not previously submitted, and all mapping and recordation fees to the Planning Department. The applicant shall also provide appropriate security in accordance with Paragraph 13.07.150(b)(1) of this Chapter to cover the cost of construction of the public improvements in accordance with the requirements of the subdivision agreement.

(3) Within thirty (30) days of receipt of the minor development plat and all required documents, including appropriate security as described herein, the staff planner shall obtain all Town signatures, as required, and record the final plat and all related documents.

(j) Expiration of approval.

(1) Failure by the applicant to submit all required documentation, including applicable security, within ~~ninety (90) days~~ one hundred eighty (180) days shall render approval of the minor development plat null and void and result in the necessity for the resubmittal of a minor development plat, along with all required fees and documentation.

(2) The Planning Director may grant no more than one (1) extension of time, of no more than thirty (30) days, upon a written request by the applicant or staff for good cause being shown.

(3) The Town Council may grant an additional extension of time of not more than twelve (12) months total, upon a written request prior to the expiration deadline, subject to the criteria set forth in Paragraph (5) below.

(34) Submittal requirements. An extension request, ~~received prior to the extension of the ninety-day submittal period,~~ shall include a fee and a narrative stating the reasons for the applicant's inability to comply with the specified deadlines, ~~listing any changes in the character of the neighborhood, any changes~~

~~in the Town Master Plan or this Title that have occurred since approval of the plat as these changes affect the plat and the anticipated time schedule for completing the platting process. chronology of the actions taken to comply with specified deadlines, schedule for project completion within the requested extension period, and summary addressing the criteria set forth in Paragraph (5) below.~~

(5) Criteria:

a. The applicant can demonstrate that the delay is not self-imposed. This evidence could include any unexpected predevelopment challenge that is out of the reasonable control of the applicant, including, but not limited to, changes to or challenges in financing the project, delays due to state or federal permitting requirements, required technical design changes, title issues, or environmental issues;

b. There has been no significant change in development conditions affecting the subdivision plan and the plat continues to comply with all applicable standards and ordinances;

c. The applicant has exercised reasonable diligence to complete the project; and

d. Delays in the process are beyond the control of the applicant.

(6) A fee schedule is available from the Planning Department. Additional review of the plat may occur resulting in additional conditions as applicable.

Section 5. 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 6. 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 7. 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: November 7, 2022

Submitted By: Bob Exstrom, Project Manager

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 1.570 - Second Reading**
A Bill for an Ordinance Stating the Intent of the Town of Parker to Acquire Certain Property Interests for the Purpose of Widening, Constructing, and Improving a Portion of Dransfeldt Road, a Town Roadway, Through the Utilization of the Town's Power of Eminent Domain, and Directing the Town's Staff and Town Attorney to Notify All Persons Affected Thereby of the Above-Stated Intent of the Town, and Thereafter to Comply with All Pertinent Provisions of C.R.S. § 38-1-101, et seq., Relating to Good Faith Negotiations
Department: Engineering and Public Works, Bob Exstrom

EXECUTIVE SUMMARY

This ordinance provides notice of the Town's intent to acquire right-of-way and easements necessary to construct the Dransfeldt Road Widening Project (Pony Express Drive to Mainstreet).

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town is currently in the design phase for an upcoming capital improvement project known as the Dransfeldt Road Widening Project (the "Project"). The Project proposes to make roadway and sidewalk improvements to Dransfeldt Road between Pony Express Drive and Mainstreet (see vicinity map). The Project's main goal is to increase vehicular and pedestrian mobility and capacity along this stretch of Dransfeldt Road. This roadway stretch will be widened from a 4-lane section to a 5-lane section. There are no improvements proposed to the two existing northbound lanes except for grinding minor irregularities of the concrete surface and restriping. The existing southbound direction of travel will undergo the following improvements:

- The roadway will be widened to the west to establish a new southbound shared thru/right-turn lane from Pony Express Drive through the intersection of Mainstreet.
- The existing southbound shared thru/right-turn lane will be repurposed into an exclusive southbound thru lane from Pony Express Drive through the intersection of Mainstreet.
- The existing center lane that is reserved for left turns in both directions will remain

unchanged except for grinding and restriping.

- The existing sidewalks and associated curb ramps along the new outside southbound shared thru/right-turn lane will be reconstructed and widened.

In order to accommodate the proposed roadway and sidewalk improvements, acquisition of right-of-way and temporary construction easements are required from five (5) commercial properties along the project limits. Linework exhibits depicting the necessary right-of-way and easements are attached for reference. There are five right-of-way (ROW) areas and five temporary construction easements (TCE) required as generally described below.

RIGHT-OF-WAY ACQUISITIONS:

1. Exhibit #1 – Approx. 554 SF of additional right-of-way is necessary at the SW corner of Pony Express Drive and Dransfeldt Road for the following reasons: (1) to relocate the existing traffic signal pole and associated controller cabinet, (2) to install a new traffic signal pedestal pole, (3) to relocate select electrical facilities owned by CORE, (4) to install a new retaining wall (due to existing grades), and (5) to accommodate new sidewalks and curb ramps.
2. Exhibit #2 – Approx. 834 SF of additional right-of-way is necessary at the NW corner of Stage Run Road and Dransfeldt Road for the following reasons: (1) to relocate the existing traffic signal pole, (2) to install a new traffic pedestal pole, and (3) to accommodate new sidewalks and curb ramps.
3. Exhibit #3 – Approx. 321 SF of right-of-way is necessary at the east end of Stage Run Road, specifically the SW corner. Stage Run Road is a private access road into the Twenty-Mile Village commercial subdivision. This acquisition is needed to accommodate new sidewalks and curb ramps.
4. Exhibit #4 – Approx. 241 SF of additional right-of-way is necessary at the SW corner of Stage Run Road and Dransfeldt Road for the following reasons: (1) to relocate the existing traffic signal pole and associated controller cabinet, (2) to install a new traffic signal pedestal pole, and (3) to accommodate new sidewalks and curb ramps.
5. Exhibit #5 – Approx. 361 SF of additional right-of-way is necessary at the NW corner of Mainstreet and Dransfeldt Road for the following reasons: (1) to relocate the existing traffic signal pole and associated controller cabinet, and (2) to install a new traffic signal pedestal pole.

TEMPORARY CONSTRUCTION EASEMENTS:

1. Exhibit #1 – Approx. 15-ft deep (3,746 SF) temporary construction easement is needed at 18692 Pony Express Drive (Primrose School of Parker business) to facilitate construction and for restoration of private landscaping and irrigation that are anticipated to be impacted due to the widening. An additional temporary construction easement is needed at the NE corner of the property to facilitate construction of the pedestrian, traffic, and electrical facilities at this corner.
2. Exhibit #2 – Approx. 8-ft deep (3,829 SF) temporary construction easement is needed at

18695 East Stage Run Road (LOEPPKE Dental business) to facilitate construction and for restoration of private landscaping and irrigation that are anticipated to be impacted due to the widening. An additional 37-ft of temporary construction easement is needed at the NE corner of the property to reconstruct portions of the private driveway (egress) disrupted by construction.

3. Exhibit #3 – Approx. 51-ft deep (1,917 SF) of temporary construction easement is necessary at the east end of Stage Run Road. Stage Run Road is a private access road into the Twenty-Mile Village commercial subdivision. This easement is needed to restore/reconstruct portions of the private access and pavement striping disrupted by construction.
4. Exhibit #4 – Approx. 15-ft deep (3,060 SF) temporary construction easement is needed at 18671 Mainstreet (multi-tenant businesses) to facilitate construction and for restoration of private landscaping and irrigation that are anticipated to be impacted due to the widening.
5. Exhibit #5 – Approx. 15-ft deep (2,838 SF) temporary construction easement is needed at 18652 Mainstreet (August Moon restaurant) to facilitate construction and for restoration of private landscaping and irrigation that are anticipated to be impacted due to the widening.

Town staff and our consultants will utilize good-faith negotiation with the affected property owners. The ordinance authorizes staff and consultants to initiate the acquisition of the needed right-of-way and easements.

FINANCIAL IMPACT

The cost of the acquisitions is part of the approved funding for this capital improvement project and funding has been appropriated in the Urban Renewal Projects fund (301-4652).

STRATEGIC GOAL(S)



ENHANCE ECONOMIC
VITALITY



PROMOTE A SAFE AND
HEALTHY COMMUNITY

ATTACHMENTS

1. Vicinity Map
2. Linework Exhibits
3. Ordinance No. 1.570

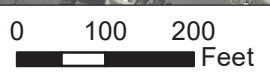
RECOMMENDED MOTION

I move to approve Ordinance 1.570 on second reading.

Dransfeldt Road Widening in Coordination with P3 Vicinity Map

Dransfeldt Road Widening from Mainstreet to
Pony Express Drive in Conjunction with the
Parker Central Area Urban Renewal Plan

Widening anticipated to occur
along western side of roadway



 Parker Central Area URP



DRANSFELDT ROAD WIDENING

Property Owner
Primary Colors Land Company Inc
7119 Espana Way
Centennial, CO 80016



LEGEND

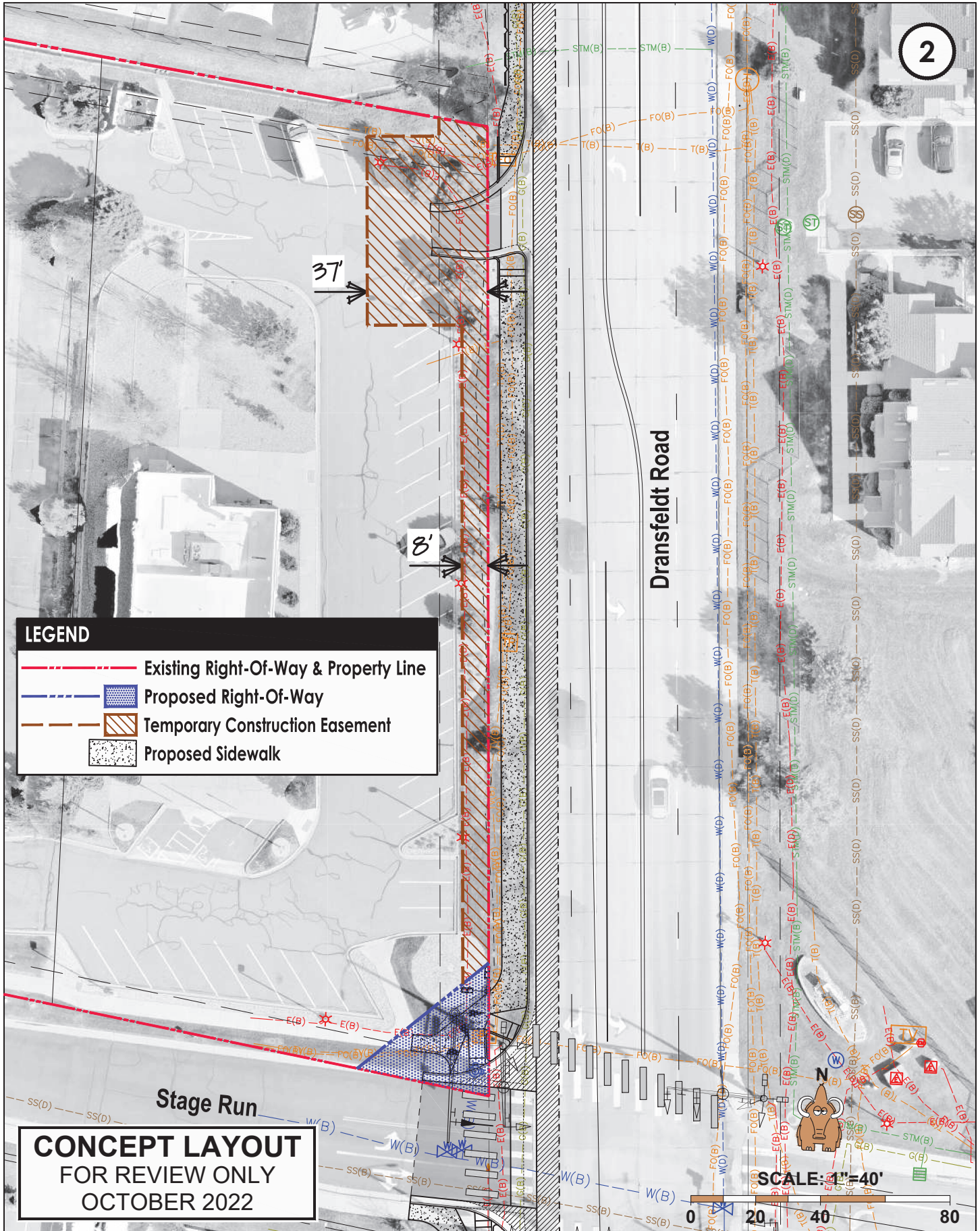
- Existing Right-Of-Way & Property Line
- Proposed Right-Of-Way
- Temporary Construction Easement
- Proposed Sidewalk



CONCEPT LAYOUT
FOR REVIEW ONLY
OCTOBER 2022

DRANSFELDT ROAD WIDENING

Property Owner
Savanna Properties LLC
10370 Grande Vista Ct
Littleton, CO 80124



DRANSFELDT ROAD WIDENING

Property Owner
TMV Retail II Owners Association
18601 E Main St
Parker, CO 80134



LEGEND

- Existing Right-Of-Way & Property Line
- Proposed Right-Of-Way
- Temporary Construction Easement
- Proposed Sidewalk

Stage Run

Dransfeldt Road

3

CONCEPT LAYOUT
FOR REVIEW ONLY
OCTOBER 2022

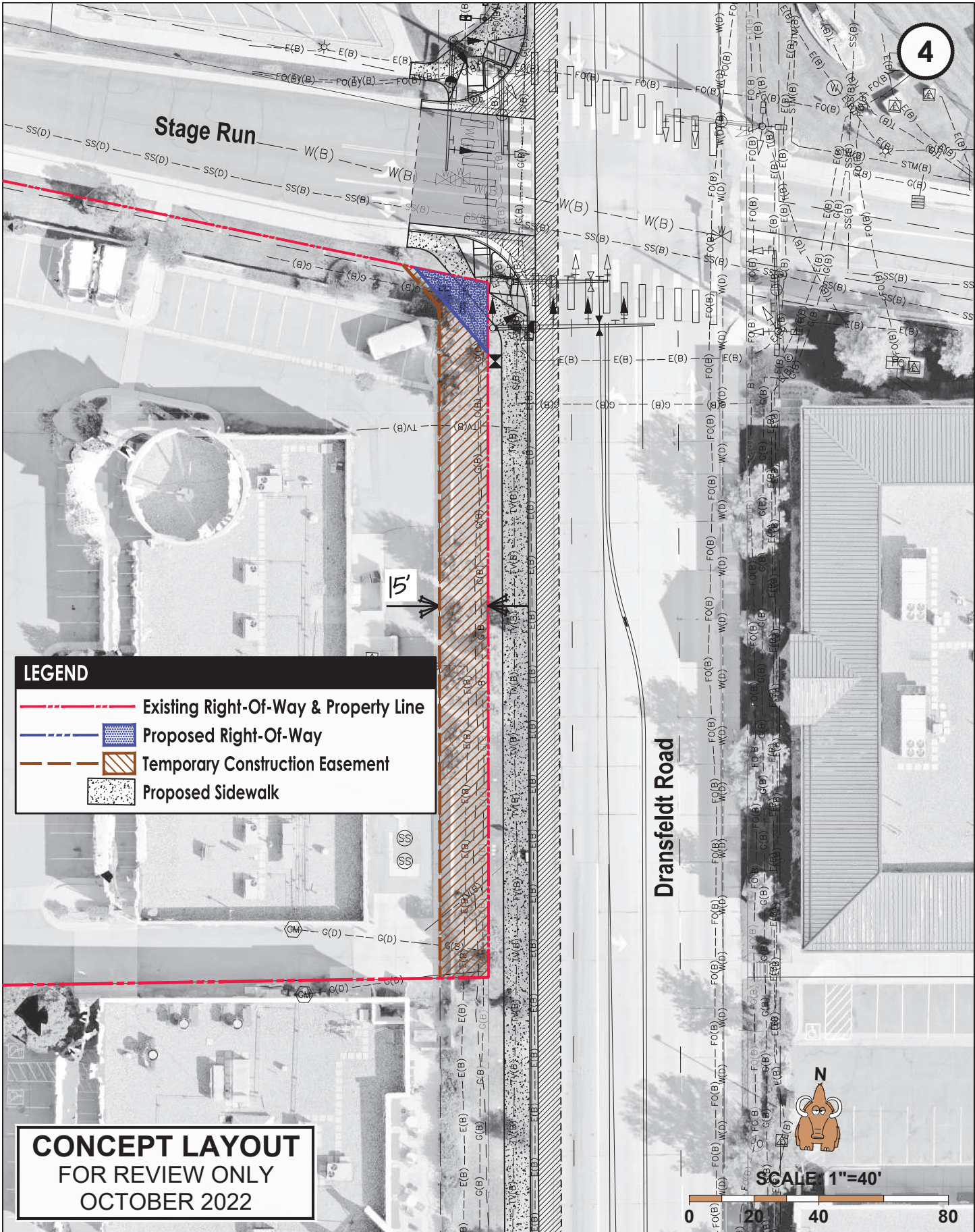


SCALE: 1"=40'

0 20 40 80

DRANSFELDT ROAD WIDENING

Property Owner
CBDG LLC
10463 Stonewillow Dr
Parker, CO 80134



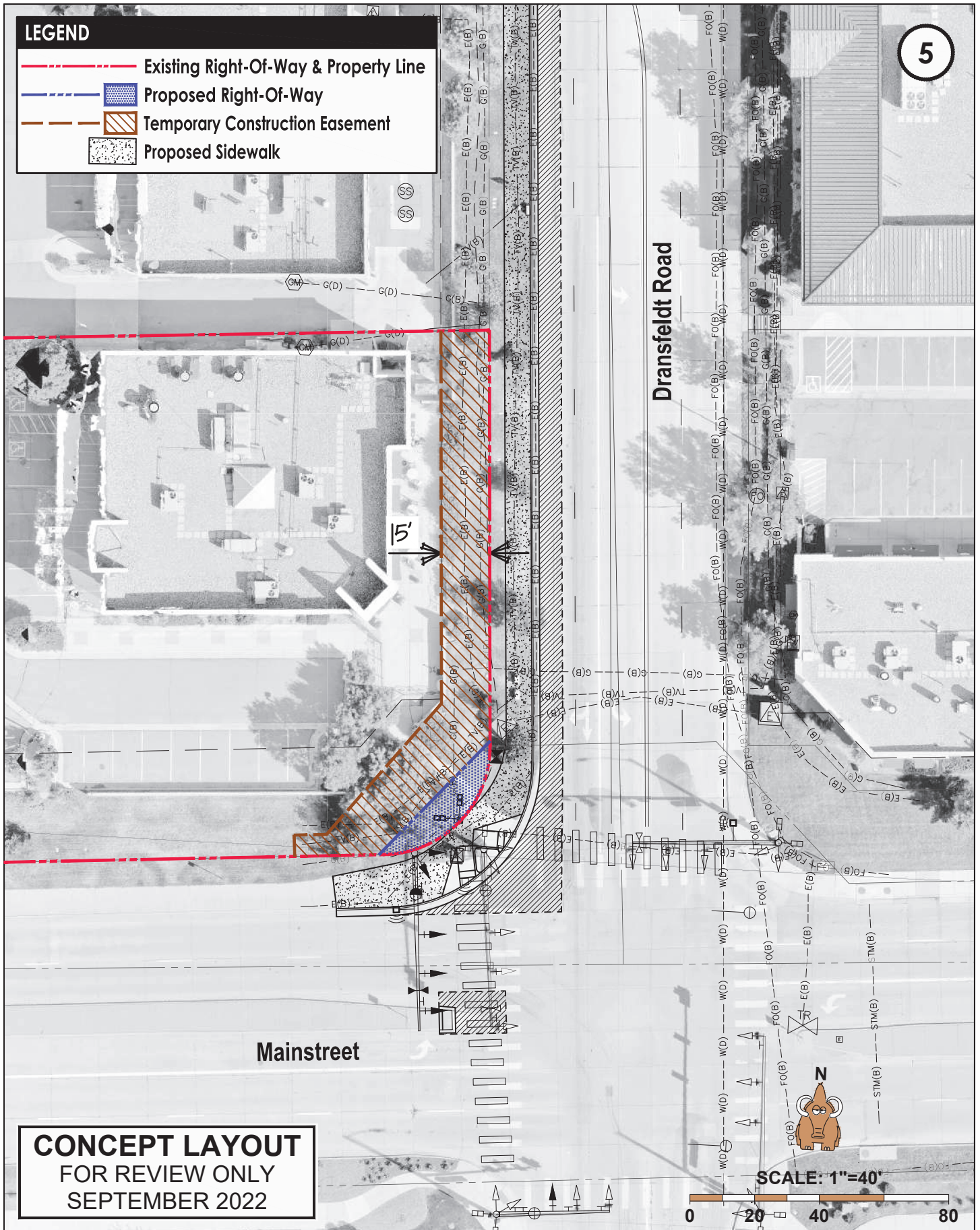
DRANSFELDT ROAD WIDENING

Property Owner
CBDG LLC
10463 Stonewillow Dr
Parker, CO 80134



LEGEND

- Existing Right-Of-Way & Property Line
- Proposed Right-Of-Way
- Temporary Construction Easement
- Proposed Sidewalk



CONCEPT LAYOUT
FOR REVIEW ONLY
SEPTEMBER 2022

ORDINANCE NO. 1.570, Series of 2022

TITLE: A BILL FOR AN ORDINANCE STATING THE INTENT OF THE TOWN OF PARKER TO ACQUIRE CERTAIN PROPERTY INTERESTS FOR THE PURPOSE OF WIDENING, CONSTRUCTING, AND IMPROVING A PORTION OF DRANSFELDT ROAD, A TOWN ROADWAY, THROUGH THE UTILIZATION OF THE TOWN'S POWER OF EMINENT DOMAIN, AND DIRECTING THE TOWN'S STAFF AND TOWN ATTORNEY TO NOTIFY ALL PERSONS AFFECTED THEREBY OF THE ABOVE-STATED INTENT OF THE TOWN, AND THEREAFTER TO COMPLY WITH ALL PERTINENT PROVISIONS OF C.R.S. § 38-1-101, *ET SEQ.*, RELATING TO GOOD FAITH NEGOTIATIONS

WHEREAS, the Town of Parker, Colorado possesses the power of eminent domain pursuant to the provisions of Article XX, § 1 of the Colorado Constitution, Section 15.5 of the Town of Parker Home Rule Charter, C.R.S. § 38-1-101, *et seq.*, and C.R.S. § 38-6-101, *et seq.*;

WHEREAS, the Town of Parker wishes to acquire certain property interests including the fee acquisitions as more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference, and the certain temporary construction easements as more particularly described in **Exhibit B**, attached hereto and incorporated herein by this reference, for the purpose of widening, constructing, and improving a portion of Dransfeldt Road, as generally depicted on **Exhibit C**; and

WHEREAS, the Town Council of the Town of Parker wishes to comply with all applicable provisions of C.R.S. § 38-1-101, *et seq.*, including without limitation the notice and negotiation requirements and provisions thereof.

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

Section 1. Notice is hereby given pursuant to C.R.S. § 38-1-121(1) that the Town of Parker, Colorado intends to acquire the property interests in fee simple as more particularly described in **Exhibit A**, and the certain temporary construction easements as more particularly described in **Exhibit B**, attached hereto and incorporated herein by this reference (collectively, the "Subject Properties").

Section 2. The acquisition of the Subject Properties serves a public purpose and is necessary and essential to the Town's ability to provide public streets, roadways, and associated sidewalks and facilities for the residents of the Town of Parker.

Section 3. The Town Attorney is hereby directed to provide a copy of this Ordinance to all persons who presently own or maintain an ownership interest in the Subject Properties notifying them of the intent of the Town of Parker to acquire such property through the use of the Town's power of eminent domain.

Section 4. The staff of the Town, together with the Town Attorney, and any and all persons retained or employed by the Town of Parker in the prosecution of this matter, are directed

to comply with all notice and good faith negotiation requirements set forth in C.R.S. § 38-1-101, *et seq.*, in the conduct of the within authorized eminent domain actions.

Section 5. In the prosecution of the within authorized eminent domain actions, the Town shall retain all rights and powers lawfully delegated to it by the Colorado Constitution, the Town of Parker Home Rule Charter, and C.R.S. § 38-1-101, *et seq.*

Section 6. 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 (2) public places two (2) days before the Town Council meeting, as provided by Section 7.5e. of the Town of Parker Home Rule Charter.

Section 7. 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 8. 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 S. Hoffmann, Town Attorney

EXHIBIT A

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF LOT 6, BLOCK 1, TWENTY MILE VILLAGE FILING NO. 2, 1ST AMENDMENT RECORDED AT RECEPTION NO. 9875842 IN THE OFFICIAL RECORDS OF THE DOUGLAS COUNTY, COLORADO CLERK AND RECORDER'S OFFICE, SITUATED IN THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, SAID COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 6;

THENCE ALONG THE EASTERLY LINE OF SAID LOT 6, SOUTH 03°04'55" EAST, A DISTANCE OF 29.93 FEET;

THENCE DEPARTING SAID EASTERLY LINE, NORTH 43°12'07" WEST, A DISTANCE OF 34.65 FEET;

THENCE NORTH 80°45'45" WEST, A DISTANCE OF 16.96 FEET;

THENCE NORTH 08°55'05" EAST, A DISTANCE OF 7.91 FEET TO THE NORTHERLY LINE OF SAID LOT 6;

THENCE ALONG SAID NORTHERLY LINE, SOUTH 81°04'55" EAST, A DISTANCE OF 38.09 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 0.013 ACRES, (554 SQUARE FEET), MORE OR LESS.

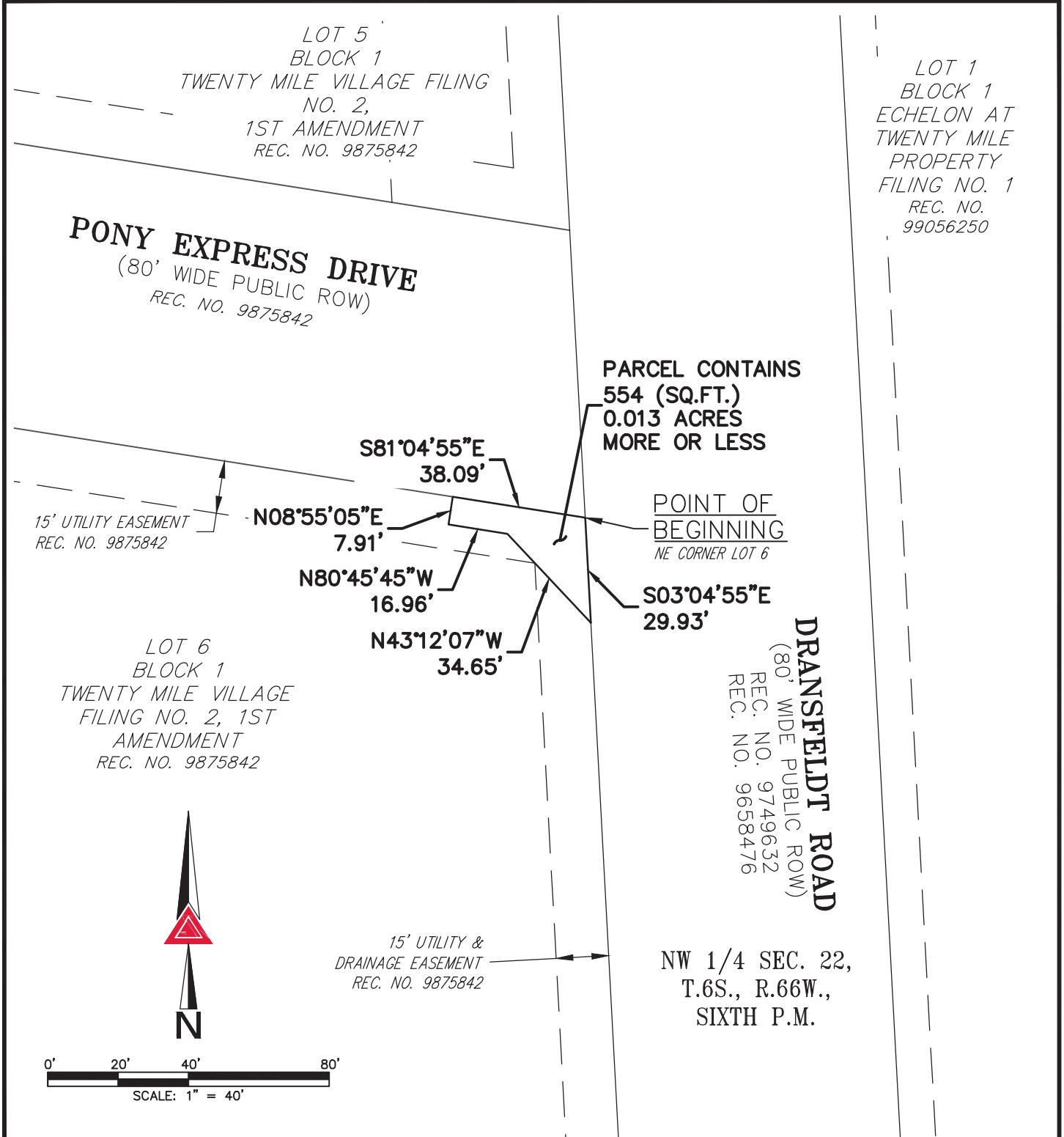
ALL LINEAL DISTANCES ARE REPRESENTED IN U.S. SURVEY FEET.

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 AVE., SUITE 1,
LITTLETON, CO 80122

ILLUSTRATION TO EXHIBIT A



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

PATH: Q:\12321-08\DWG\EXHIBITS\
DWG NAME: L6, B1 - PE.DWG
DWG: KDS CHK: JRW
DATE: 09/30/2022
SCALE: 1" = 40'



AZTEC
CONSULTANTS, INC.

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

RIGHT-OF-WAY
NW 1/4 SEC. 22, T6S, R66W, 6TH PM
TOWN OF PARKER, COLORADO

JOB NUMBER 12321-08

2 OF 2 SHEETS

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF LOT 22A, BLOCK 1, TWENTY MILE VILLAGE FILING NO. 2, 5TH AMENDMENT RECORDED AT RECEPTION NO. 02030381 IN THE OFFICIAL RECORDS OF THE DOUGLAS COUNTY, COLORADO CLERK AND RECORDER'S OFFICE, SITUATED IN THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, SAID COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 22A;

THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 22A, NORTH 81°08'30" WEST, A DISTANCE OF 41.55 FEET;

THENCE DEPARTING SAID SOUTHERLY LINE, NORTH 48°19'14" EAST, A DISTANCE OF 52.02 FEET TO THE EASTERLY LINE OF SAID LOT 22A;

THENCE ALONG SAID EASTERLY LINE, SOUTH 03°04'55" EAST, A DISTANCE OF 41.05 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 0.019 ACRES, (834 SQUARE FEET), MORE OR LESS.

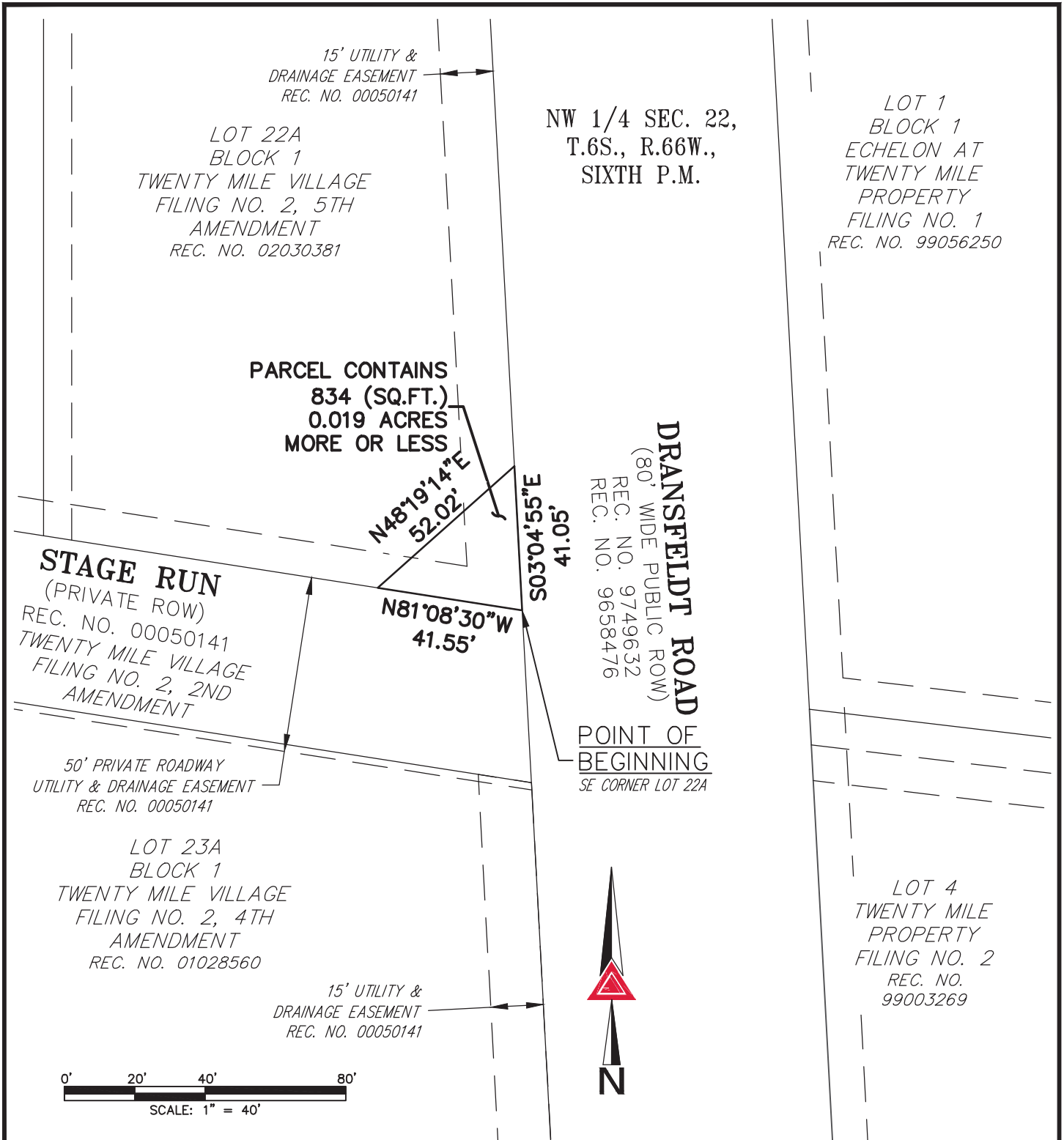
ALL LINEAL DISTANCES ARE REPRESENTED IN U.S. SURVEY FEET.

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 AVE., SUITE 1,
LITTLETON, CO 80122

ILLUSTRATION TO EXHIBIT A



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PATH: Q:\12321-08\DWG\EXHIBITS\
DWG NAME: L22A, B1 - PE.DWG
DWG: KDS CHK: JRW
DATE: 09/30/2022
SCALE: 1" = 40'



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RIGHT-OF-WAY

NW 1/4 SEC. 22, T6S, R66W, 6TH PM
TOWN OF PARKER, COLORADO

JOB NUMBER 12321-08

2 OF 2 SHEETS

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF A PRIVATE ROAD, AKA WAYTAGE RMNVLICATED IN T, ENTK
. ILE 6ILLAGE FILING NO2S9SND A. END. ENT RECORDED AT RECEPTION NO288878545 IN THE OFFICIAL
RECORDY OF THE DOMGLAY COMNTK9COLORADO CLERWAND RECORDERY OFFICEYITMATED IN THE
NORTH, EYT ' MARTER OF YECTION SS9TO, NYHIP QYOMTH9RANGE QQ, EYT OF THE YIXTH PRINCIPAL
. ERIDIAN9TO, N OF PARVER9YAIID COMNTK AND YTATE9. ORE PARTICMLARLK DEYCRIBED AY
FOLLO, Y:

BEGINNING AT THE NORTHEAYT CORNER OF LOT S; A9BLOCW59T, ENTK . ILE 6ILLAGE FILING NO2S94TH
A. END. ENT RECORDED AT RECEPTION NO2858S07Q8 IN YAIID OFFICIAL RECORDY3

THENCE ALONG THE NORTHERLK LINE OF YAIID LOT S; A9NORTH 05°80'; 8" , EYT9A DIYTANCE OF SS2 8
FEET3

THENCE DEPARTING YAIID NORTHERLK LINE9NORTH 8S°7Q8S" EAYT9A DIYTANCE OF 5; 24(FEET3

THENCE YOMTH 0) °8; '78" EAYT9A DIYTANCE OF S525 FEET TO THE EAYTERLK LINE OF YAIID PRIVATE
ROAD, AK3

THENCE ALONG YAIID EAYTERLK LINE9YOMTH 8; °84'77" EAYT9A DIYTANCE OF 572 4 FEET TO THE **POINT
OF BEGINNING2**

CONTAINING AN AREA OF 8288) ACREY91; S5 Y' MARE FEET9. ORE OR LEYY2

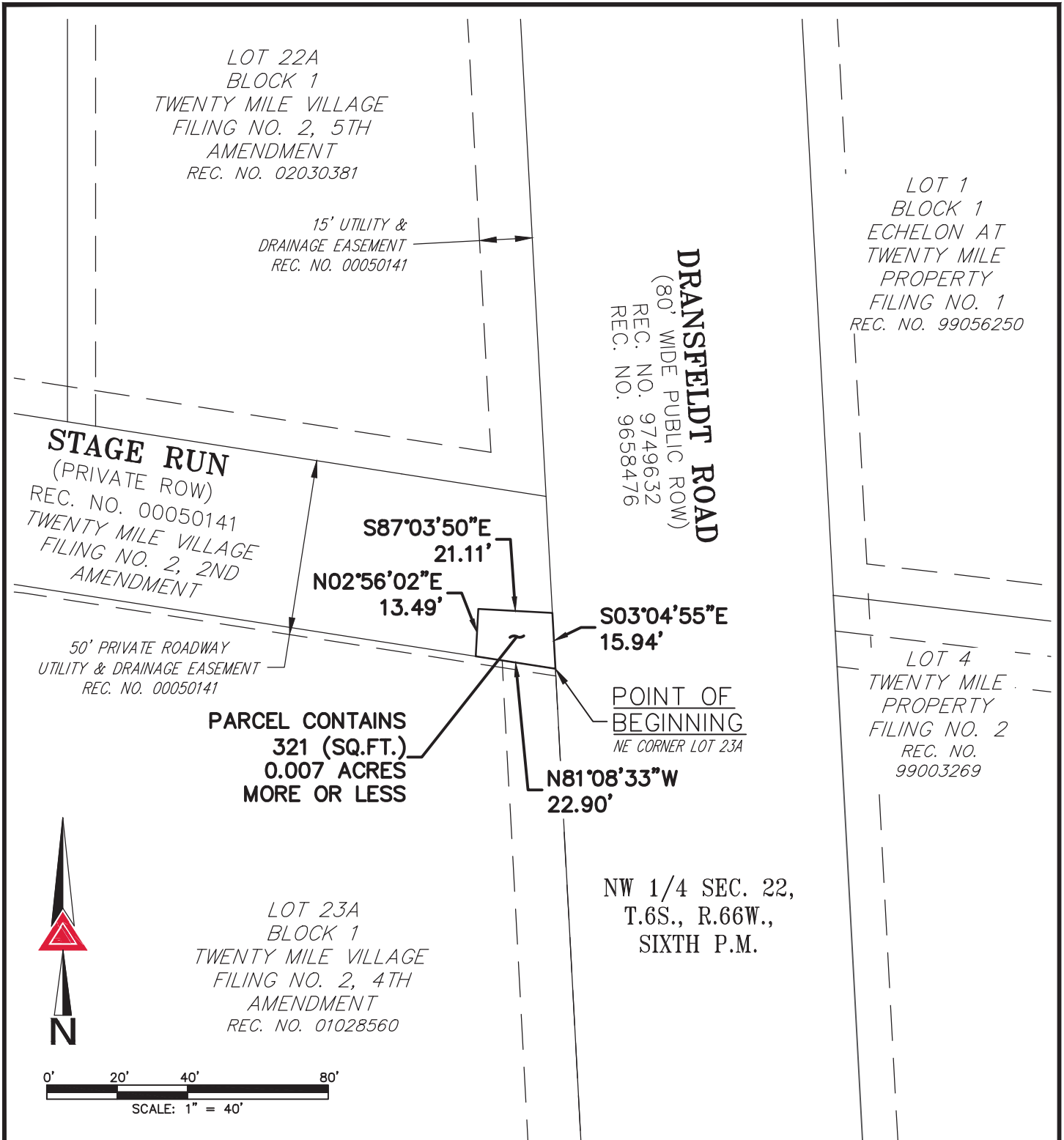
ALL LINEAL DIYTANCEY ARE REPREYENTED IN M2Y2YMR6EK FEET2

ILLMYTRATION ATTACHED AND . ADE A PART HEREOF2

WARL D2YZKYZWOYW9PLY ; 0Q 5
COLORADO LICENYED PROFEYYIONAL LAND YMR6EKOR
FOR AND ON BEHALF OF AZTEC CONYMLTANTY9INC2
; 88 E2. INERAL A6E2YMITTE 59
LITTLETON9CO 085SS



ILLUSTRATION TO EXHIBIT A



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

PATH: Q:\12321-08\DWG\EXHIBITS\
DWG NAME: STAGE RUN - PE.DWG
DWG: KDS CHK: JRW
DATE: 09/30/2022
SCALE: 1" = 40'



AZTEC
CONSULTANTS, INC.

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RIGHT-OF-WAY

NW 1/4 SEC. 22, T6S, R66W, 6TH PM
TOWN OF PARKER, COLORADO

JOB NUMBER 12321-08

2 OF 2 SHEETS

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF LOT 6, AKBLOC1 WKT Y ENTM VILE . ILLAGE FILING NO26KST9
AV ENDV ENT RECORDED AT RECEPTION NO28V867548 IN T9 E OFFICIAL RECORDH OF T9 E DOUGLAH
COUNTM KOLORADO CLER1 AND RECORDER'H OFFICEKHITUATED IN T9 E NORT9 Y EHT QUARTER OF
HECTION 66KTOY NH9 IP 4 HOUT9 KRANGE 44 Y EHT OF T9 E HIXT9 PRINCIPAL VERIDIANKTOY N OF
PAR1 ERKHAID COUNTMAND HTATEKV ORE PARTICULARLMDEHCRIBED AH FOLLOY H:

BEGINNING AT T9 E NORT9 EAHT CORNER OF HAID LOT 6, A;

T9 ENCE ALONG T9 E EAHTERLMLINE OF HAID LOT 6, AKHOUT9 8, 08S35° EAHTKA DIHTANCE OF 6W8
FEET;

T9 ENCE DEPARTING HAID EAHTERLMLINEKNORT9 S, 0, ' 3S° Y EHTKA DIHTANCE OF , S287 FEET TO T9 E
NORT9 ERLMLINE OF HAID LOT 6, A;

T9 ENCE ALONG HAID NORT9 ERLMLINEKHOUT9 7W873 8° EAHTKA DIHTANCE OF 662 8 FEET TO T9 E
POINT OF BEGINNING2

CONTAINING AN AREA OF 8284 ACREHK(6SWHQUARE FEET)KV ORE OR LEHH2

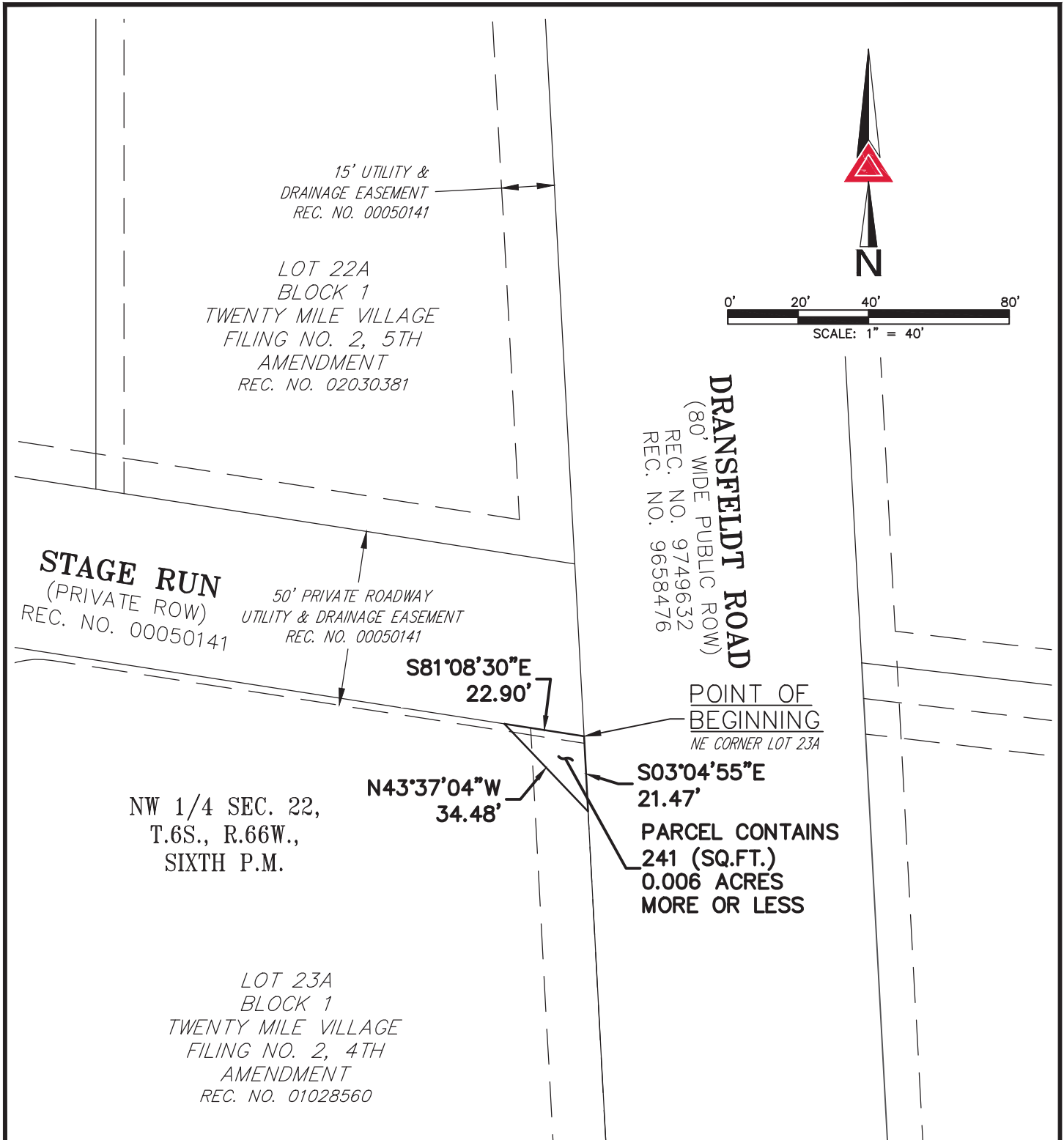
ALL LINEAL DIHTANCEH ARE REPREHENTED IN U2H2HUR. EMFEET2

ILLUHTRATION ATTAC9 ED AND VADE A PART 9 EREOF2



1 ARL D2HZMHZ1 OH1 IKPLH , 74" W
COLORADO LICENHED PROFEHIONAL LAND HUR. EMOR
FOR AND ON BE9 ALF OF AZTEC CONHULTANTHKINC2
, 88 E2V INERAL A. E2KHUITE WK
LITTLETONKCO 78V66

ILLUSTRATION TO EXHIBIT A



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

PATH: Q:\12321-08\DWG\EXHIBITS\
DWG NAME: L23A, B1 - PE.DWG
DWG: KDS CHK: JRW
DATE: 09/30/2022
SCALE: 1" = 40'



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www.aztecconsultants.com

RIGHT-OF-WAY
NW 1/4 SEC. 22, T6S, R66W, 6TH PM
TOWN OF PARKER, COLORADO
JOB NUMBER 12321-08 2 OF 2 SHEETS

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF LOT 6, AKBLOC1 WKTY ENTMVILE . ILLAGE FILING NO26KST9 AVENDVENT RECORDED AT RECEPTION NO28V8675, 8 IN T9E OFFICIAL RECORD4 OF T9E DOHGLA4 COHNTMKOLORADO CLER1 AND RECORDER14 OFFICEK4ITHATED IN T9E NORT9Y E4T ' HARTER OF 4ECTION 66KTOY N49IP , 4OHT9KRANGE , , Y E4T OF T9E 4IQT9 PRINCIPAL VERIDIANKTOY N OF PAR1ERK4AID COHNTMAND 4TATEKV ORE PARTICHLARLMDE4CRIBED A4 FOLLOY 4X

COMMENCING AT T9E NORT9EA4T CORNER OF 4AID LOT 6, A:

T9ENCE ALONG T9E EA4TERLMLINE OF 4AID LOT 6, AK4OHT9 8; 08S35° EA4TKA DI4TANCE OF W6' 28, FEET TO T9E **POINT OF BEGINNING**:

T9ENCE CONTINHHING ALONG 4AID EA4TERLMLINE AND ALONG T9E 4OHT9ERLMLINE OF 4AID LOT 6, A T9E FOLLOY ING T9REE "; (COHR4E4X

W2 4OHT9 8; 08S35° EA4TKA DI4TANCE OF W6' FEET TO T9E BEGINNING OF A TANGENT CHR. E CONCA. E NORT9Y E4TERLM9A. ING A RADIH4 OF ; ; 28 FEET:

62 4OHT9Y E4TERLMALONG 4AID CHR. E T9ROHG9 A CENTRAL ANGLE OF 770553, °KAN ARC LENGT9 OF 5V28 FEET:

; 2 4OHT9 750583 W Y E4TKA DI4TANCE OF W6' FEET:

T9ENCE DEPARTING 4AID 4OHT9ERLMLINEKNORT9 SW6637° EA4TKA DI4TANCE OF S) 28) FEET TO T9E **POINT OF BEGINNING**2

CONTAINING AN AREA OF 8287 ACRE4K"; , W4' HARE FEET(KV ORE OR LE442

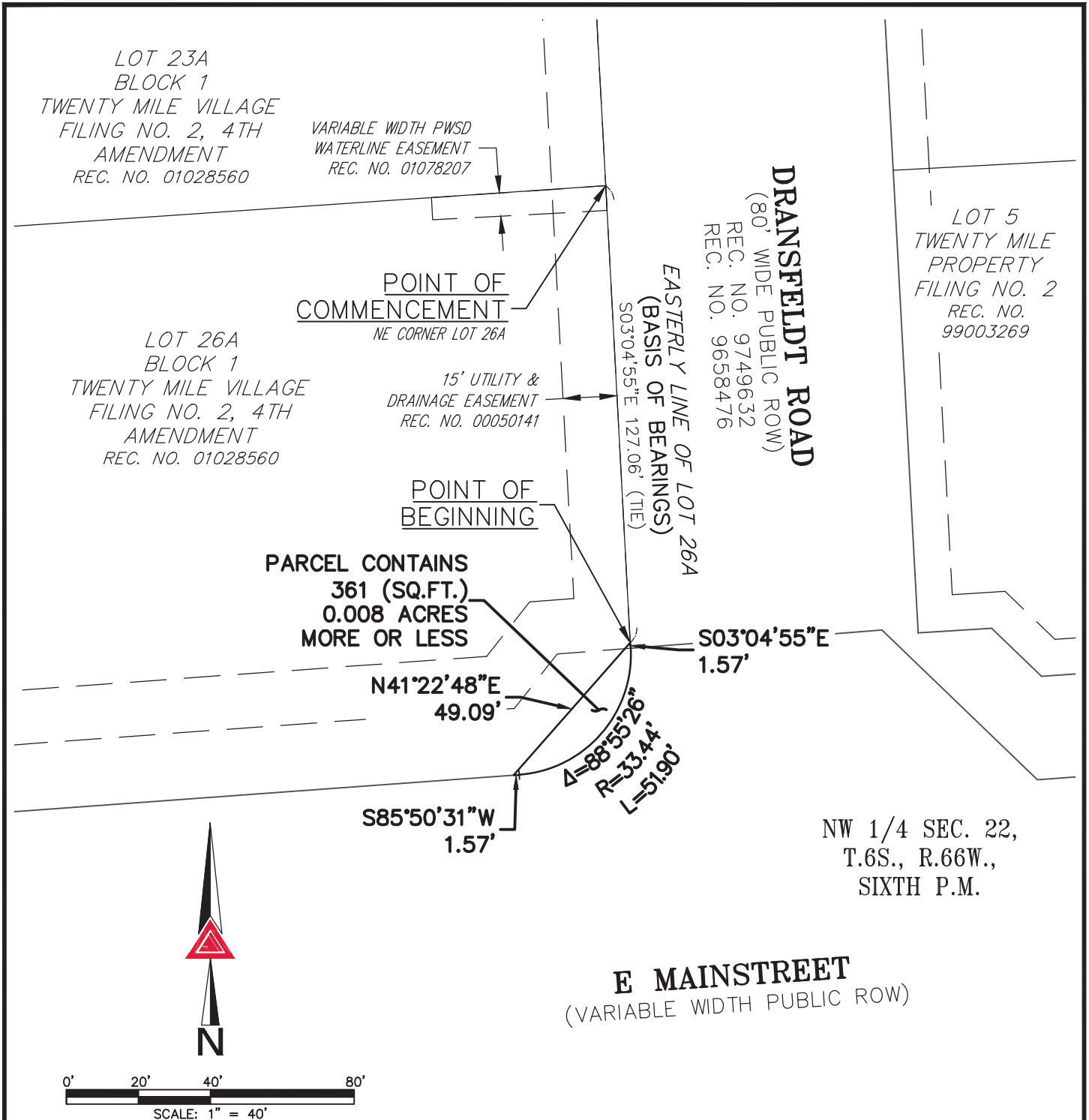
ALL LINEAL DI4TANCE4 ARE REPRE4ENTED IN H24HR. EMFEET2

ILLH4TRATION ATTAC9ED AND VADE A PART 9EREOF2

1ARL D24ZM4Z1O41IKPL4 ; 7,) W
COLORADO LICEN4ED PROFE44IONAL LAND 4HR. EMOR
FOR AND ON BE9ALF OF AZTEC CON4HLTANT4KINC2
; 88 E2VINERAL A. E24HITE WK
LITTLETONKCO 78V66



ILLUSTRATION TO EXHIBIT A



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

PATH: Q:\12321-08\DWG\EXHIBITS\
DWG NAME: L26A, B1 - PE.DWG
DWG: KDS CHK: JRW
DATE: 09/30/2022
SCALE: 1" = 40'



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RIGHT-OF-WAY
NW 1/4 SEC. 22, T6S, R66W, 6TH PM
TOWN OF PARKER, COLORADO

JOB NUMBER 12321-08

2 OF 2 SHEETS

EXHIBIT B

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF LOT 6, BLOCK 1, TWENTY MILE VILLAGE FILING NO. 2, 1ST AMENDMENT RECORDED AT RECEPTION NO. 9875842 IN THE OFFICIAL RECORDS OF THE DOUGLAS COUNTY, COLORADO CLERK AND RECORDER'S OFFICE, SITUATED IN THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, SAID COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 6;

THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 6, NORTH 82°43'24" WEST, A DISTANCE OF 15.25 FEET;

THENCE DEPARTING SAID SOUTHERLY LINE, NORTH 3°03'45" WEST, A DISTANCE OF 197.23 FEET;

THENCE NORTH 81°02'39" WEST, A DISTANCE OF 14.85 FEET;

THENCE NORTH 38°05'35" EAST, A DISTANCE OF 17.44 FEET;

THENCE NORTH 81°03'45" WEST, A DISTANCE OF " 1.83 FEET;

THENCE NORTH 38°05'35" EAST, A DISTANCE OF 15.33 FEET TO THE NORTHERLY LINE OF SAID LOT 6;

THENCE ALONG SAID NORTHERLY LINE, SOUTH 81°03'45" EAST, A DISTANCE OF 17.33 FEET;

THENCE DEPARTING SAID NORTHERLY LINE, SOUTH 38°05'35" WEST, A DISTANCE OF 7.91 FEET;

THENCE SOUTH 83°04'45" EAST, A DISTANCE OF 16.96 FEET;

THENCE SOUTH 4°01'23" EAST, A DISTANCE OF " 4.65 FEET TO THE EASTERLY LINE OF SAID LOT 6;

THENCE ALONG SAID EASTERLY LINE, SOUTH 3°03'45" EAST, A DISTANCE OF 233.31 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 3.386 ACRES, (" ,746 SQUARE FEET), MORE OR LESS.

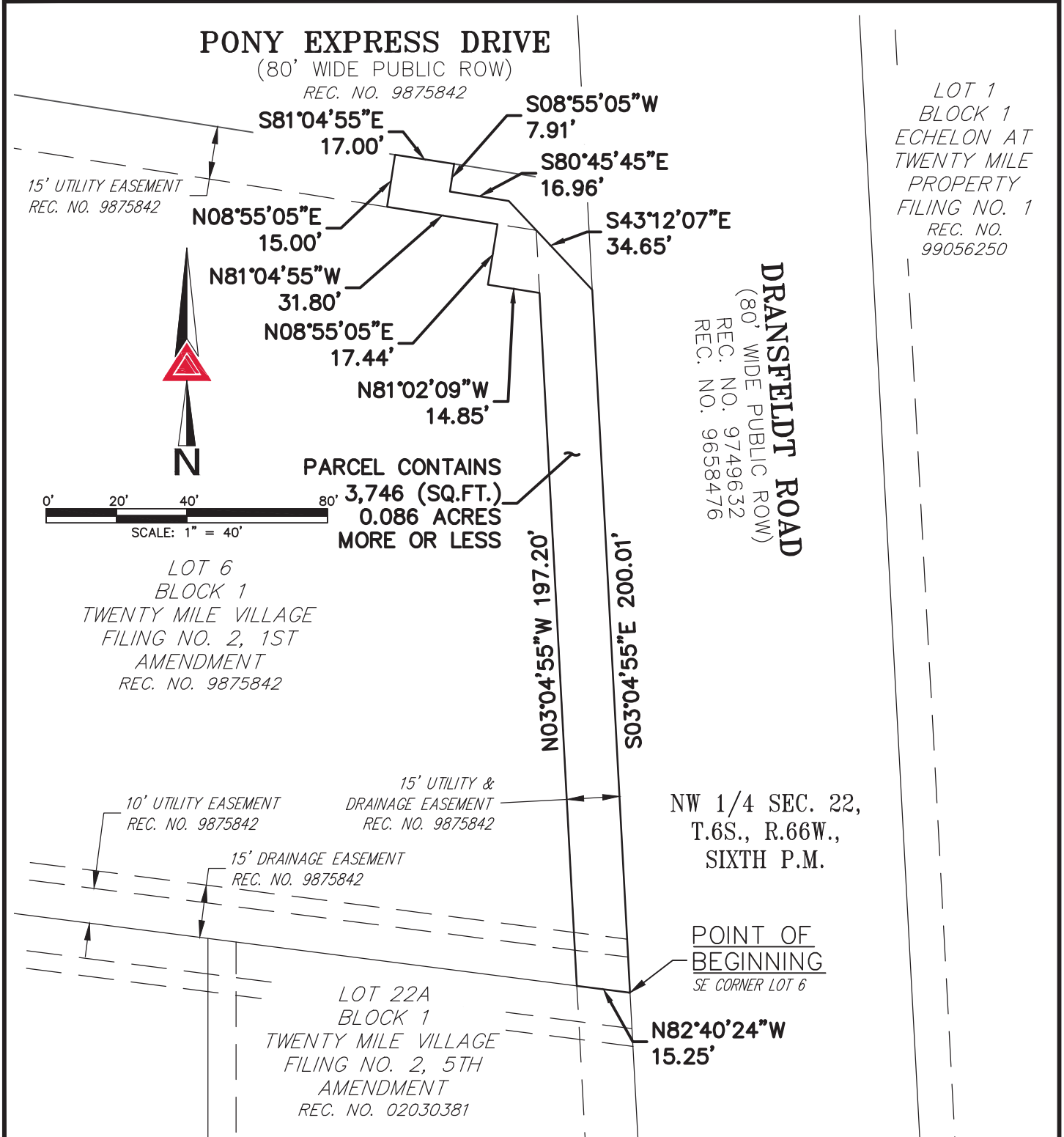
ALL LINEAL DISTANCES ARE REPRESENTED IN U.S. SURVEY FEET.

ILLUSTRATION ATTACHED AND MADE A PART HEREOF.

KARL D. SZYSZKOSKI, PLS " 8691
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
" 33 E. MINERAL AVE., SUITE 1,
LITTLETON, CO 83122



ILLUSTRATION TO EXHIBIT A



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

PATH: Q:\12321-08\DWG\EXHIBITS\
DWG NAME: L6, B1 - TCE.DWG
DWG: KDS CHK: JRW
DATE: 09/20/2022
SCALE: 1" = 40'



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Phone: (303)713-1898
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www.aztecconsultants.com

TEMPORARY CONSTRUCTION EASEMENT
NW 1/4 SEC. 22, T6S, R66W, 6TH PM
TOWN OF PARKER, COLORADO

JOB NUMBER 12321-08

2 OF 2 SHEETS

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF LOT 66A, BLOCK 1, TWENTY MILE VILLAGE FILING NO. 6, 2TS AMENDMENT RECORDED AT RECEPTION NO. 9689871 IN TSE OFFICIAL RECORD5 OF TSE DO4 GLA5 CO4 NTY, COLORADO CLERK AND RECORDER15 OFFICE, 5IT4 ATED IN TSE NORTSWE5T U4 ARTER OF 5ECTION 66, TOWN5SIP ' 5O4 TS, RANGE ' ' WE5T OF TSE 5IQTS PRINCIPAL MERIDIAN, TOWN OF PARKER, 5AID CO4 NTY AND 5TATE, MORE PARTIC4 LARLY DE5CRIBED A5 FOLLOW5X

BEGINNING AT TSE NORTSEA5T CORNER OF 5AID LOT 66A:

TSENCE ALONG TSE EA5TERLY LINE OF 5AID LOT 66A, 5O4 TS 98;90~~32~~²²° EA5T, A DI5TANCE OF 627.91 FEET:

TSENCE DEPARTING 5AID EA5TERLY LINE, 5O4 TS 07;1' ~~30~~³⁰° WE5T, A DI5TANCE OF 19.66 FEET:

TSENCE NORTS 98;90~~32~~²²° WE5T, A DI5TANCE OF 698.60 FEET:

TSENCE 5O4 TS 7' ;22~~32~~³²° WE5T, A DI5TANCE OF 6' .69 FEET:

TSENCE NORTS 98;90~~32~~²²° WE5T, A DI5TANCE OF 27.6" FEET:

TSENCE NORTS 7' ;22~~32~~³²° EA5T, A DI5TANCE OF 66.1' FEET:

TSENCE NORTS 98;90~~32~~²²° WE5T, A DI5TANCE OF 2.' 8 FEET TO TSE NORTSERLY LINE OF 5AID LOT 66A:

TSENCE ALONG 5AID NORTSERLY LINE, 5O4 TS 76;09~~30~~³⁰° EA5T, A DI5TANCE OF 12.62 FEET TO TSE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 9.977 ACRES, (8,76' 5U4ARE FEET), MORE OR LE55.

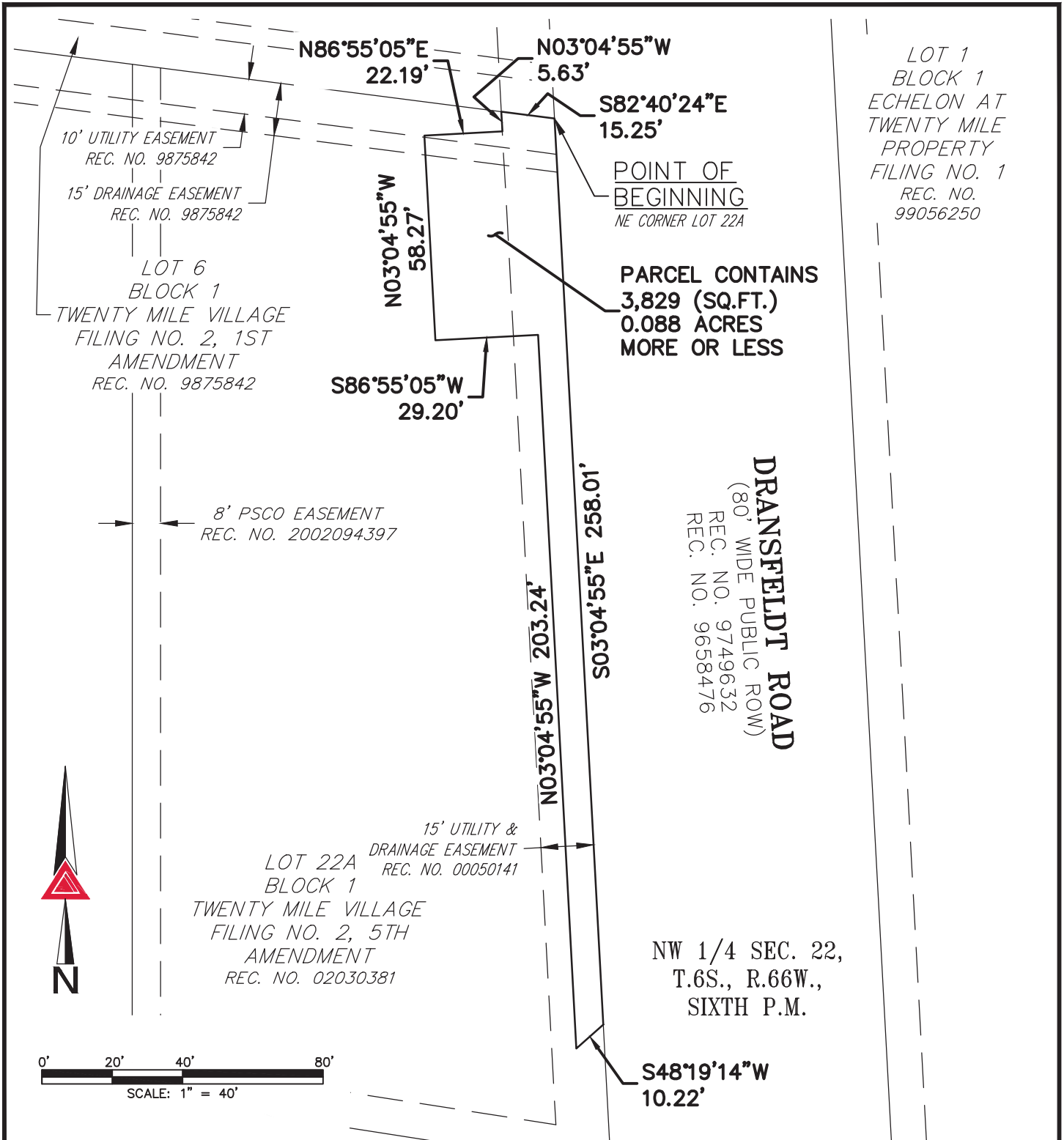
ALL LINEAL DI5TANCE5 ARE REPRES5ENTED IN 4.5. 54RVEY FEET.

ILL45TRATION ATTACSED AND MADE A PART SEREOF.



KARL D. 5ZY5ZKO5KI, PL5 87' ' 1
COLORADO LICEN5ED PROFE55IONAL LAND 54RVEYOR
FOR AND ON BESALF OF AZTEC CON54LTANT5, INC.
899 E. MINERAL AVE., 54ITE 1,
LITTLETON, CO 79166

ILLUSTRATION TO EXHIBIT A



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

PATH: Q:\12321-08\DWG\EXHIBITS\
 DWG NAME: L22A, B1 - TCE.DWG
 DWG: KDS CHK: JRW
 DATE: 09/20/2022
 SCALE: 1" = 40'



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www.aztecconsultants.com

TEMPORARY CONSTRUCTION EASEMENT
 NW 1/4 SEC. 22, T6S, R66W, 6TH PM
 TOWN OF PARKER, COLORADO

JOB NUMBER 12321-08

2 OF 2 SHEETS

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF A PRIVATE ROAD, AK 1AWA YTAGERMNVLOCATED IN T, ENTK . ILE 6ILLAGE FILING NO2S9SND A. END. ENT RECORDED AT RECEPTION NO288878545 IN THE OFFICIAL RECORDY OF THE DOMGLAY COMNTK9COLORADO CLERWAND RECORDERY OFFICE9YITMATED IN THE NORTH, EYT ' MARTER OF YECTION SS9TO, NYHIP QYOMTH9RANGE QQ, EYT OF THE YIXTH PRINCIPAL . ERIDIAN9TO, N OF PARVER9YAIID COMNTK AND YTATE9. ORE PARTICMLARLK DEYCRIBED AY FOLLO, Y:

COMMENCING AT THE NORTHEAYT CORNER OF LOT S; A9BLOCW59T, ENTK . ILE 6ILLAGE FILING NO2S9 4TH A. END. ENT RECORDED AT RECEPTION NO2858S07Q8 IN YAIID OFFICIAL RECORDY3

THENCE ALONG THE NORTHERLK LINE OF YAIID LOT S; A9NORTH 05°80'; 8" , EYT9A DIYTANCE OF SS2 8 FEET TO THE **POINT OF BEGINNING3**

THENCE CONTINMING ALONG YAIID NORTHERLK LINE9NORTH 05°80'; 8" , EYT9A DIYTANCE OF S0208 FEET3

THENCE DEPARTING YAIID NORTHERLK LINE9NORTH 80°75'; 8" EAYT9A DIYTANCE OF 40288 FEET TO THE YOMTHERLK LINE LOT SSA9BLOCW59T, ENTK . ILE 6ILLAGE FILING NO2S97TH A. END. ENT RECORDED AT RECEPTION NO28S8; 8; 05 IN YAIID OFFICIAL RECORDY3

THENCE ALONG YAIID YOMTHERLK LINE9YOMTH 05°80'; 8" EAYT9A DIYTANCE OF 45277 FEET TO THE EAYTERLK LINE OF YAIID PRIVATE ROAD, AK3

THENCE ALONG YAIID EAYTERLK LINE9YOMTH 8; °84'77" EAYT9A DIYTANCE OF ; ; 2S FEET3

THENCE DEPARTING YAIID EAYTERLK LINE9NORTH 0) °8; '78" , EYT9A DIYTANCE OF S5255 FEET3

THENCE YOMTH 8S°7Q8S" , EYT9A DIYTANCE OF 5; 2(FEET TO THE **POINT OF BEGINNING2**

CONTAINING AN AREA OF 82344 ACREY9'59 5) Y' MARE FEET0. ORE OR LEYY2

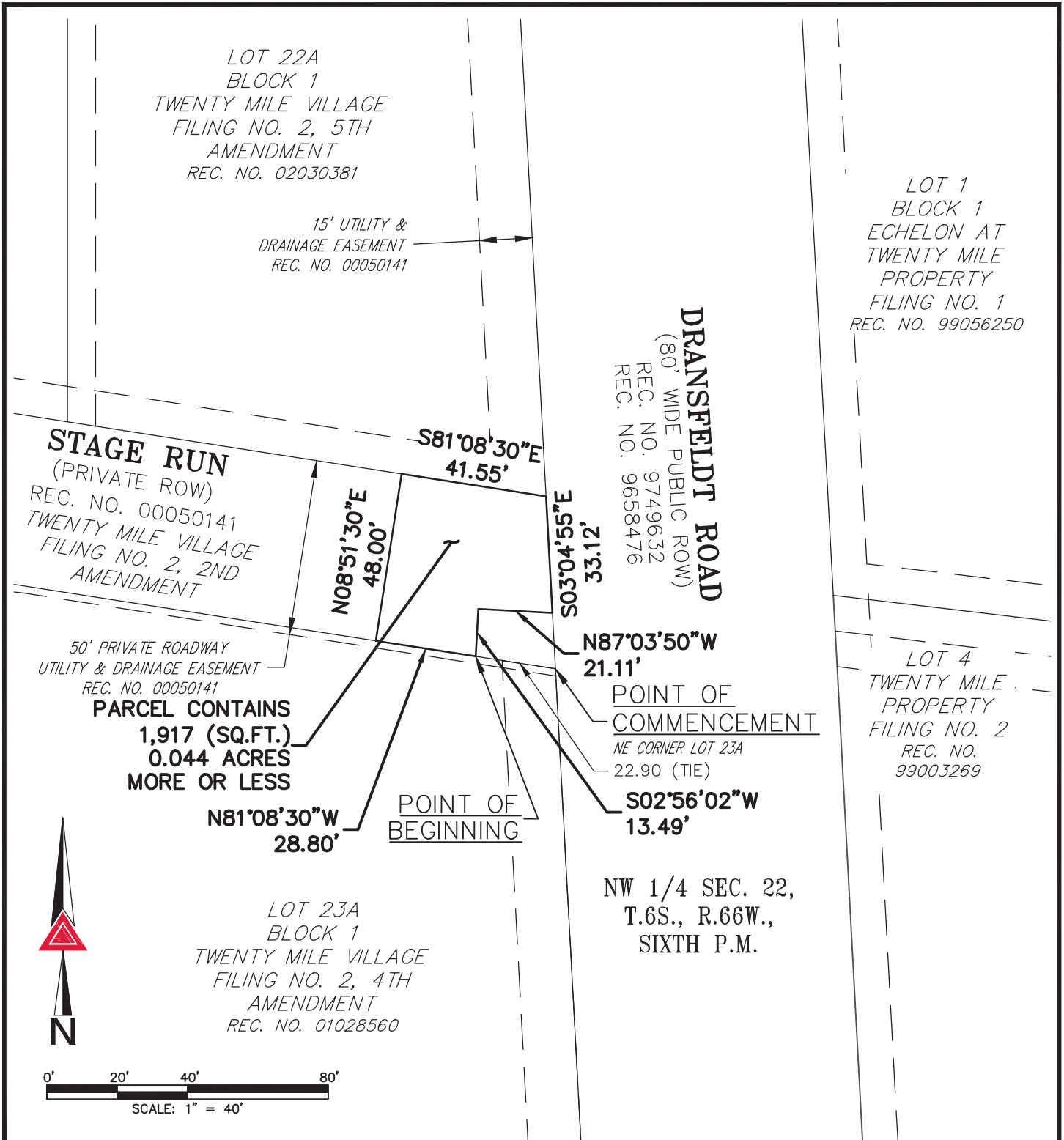
ALL LINEAL DIYTANCEY ARE REPREYENTED IN M2Y2YMR6EK FEET2

ILLMYTRATION ATTACHED AND . ADE A PART HEREOF2



WARL D2YZKYZWOYW9PLY ; 0Q 5
COLORADO LICENYED PROFEYIONAL LAND YMR6EKOR
FOR AND ON BEHALF OF AZTEC CONYMLTANTY9INC2
; 88 E2. INERAL A6E2YMITTE 59
LITTLETON9CO 085SS

ILLUSTRATION TO EXHIBIT A



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PATH: Q:\12321-08\DWG\EXHIBITS\
 DWG NAME: STAGE RUN - PE.DWG
 DWG: KDS CHK: JRW
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TEMPORARY CONSTRUCTION EASEMENT
 NW 1/4 SEC. 22, T6S, R66W, 6TH PM
 TOWN OF PARKER, COLORADO

JOB NUMBER 12321-08

2 OF 2 SHEETS

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF LOT 6, AKBLOC1 WKTY ENTMV ILE . ILLAGE FILING NO26KST9 AVENDVENT RECORDED AT RECEPTION NO28V067548 IN T9 E OFFICIAL RECORDH OF T9 E DOUGLAH COUNTMKOLORADO CLER1 AND RECORDER'H OFFICEKHITUATED IN T9 E NORT9 Y EHT QUARTER OF HECTION 66KTOY NH9 IP 4 HOUT9 KRANGE 44 Y EHT OF T9 E HIXT9 PRINCIPAL VERIDIANKTOY N OF PAR1 ERKHAID COUNTMAND HTATEKV ORE PARTICULARLMDEHCRIBED AH FOLLOY H:

BEGINNING AT T9 E HOUT9 EAHT CORNER OF HAID LOT 6, A;

T9 ENCE ALONG T9 E HOUT9 ERLMLINE OF HAID LOT 6, AKHOUT9 7408535° Y EHTKA DIHTANCE OF V528 FEET;

T9 ENCE DEPARTING HAID HOUT9 ERLMLINEKNORT9 8, 08S35° Y EHTKA DIHTANCE OF 68' 217 FEET;

T9 ENCE NORT9 S, 0, ' 35° Y EHTKA DIHTANCE OF W 23 FEET TO T9 E NORT9 ERLMLINE OF HAID LOT 6, A;

T9 ENCE ALONG HAID NORT9 ERLMLINEKHOUT9 7W08738° EAHTKA DIHTANCE OF , 2 5 FEET;

T9 ENCE DEPARTING HAID NORT9 ERLMLINEKHOUT9 S, 0, ' 35° EAHTKA DIHTANCE OF , S27 FEET TO T9 E EAHTERLMLINE OF HAID LOT 6, A;

T9 ENCE ALONG HAID EAHTERLMLINEKHOUT9 8, 08S35° EAHTKA DIHTANCE OF W 62 , FEET TO T9 E **POINT OF BEGINNING2**

CONTAINING AN AREA OF 82' 8 ACREHK(, 1648 HQUARE FEET)KV ORE OR LEHH2

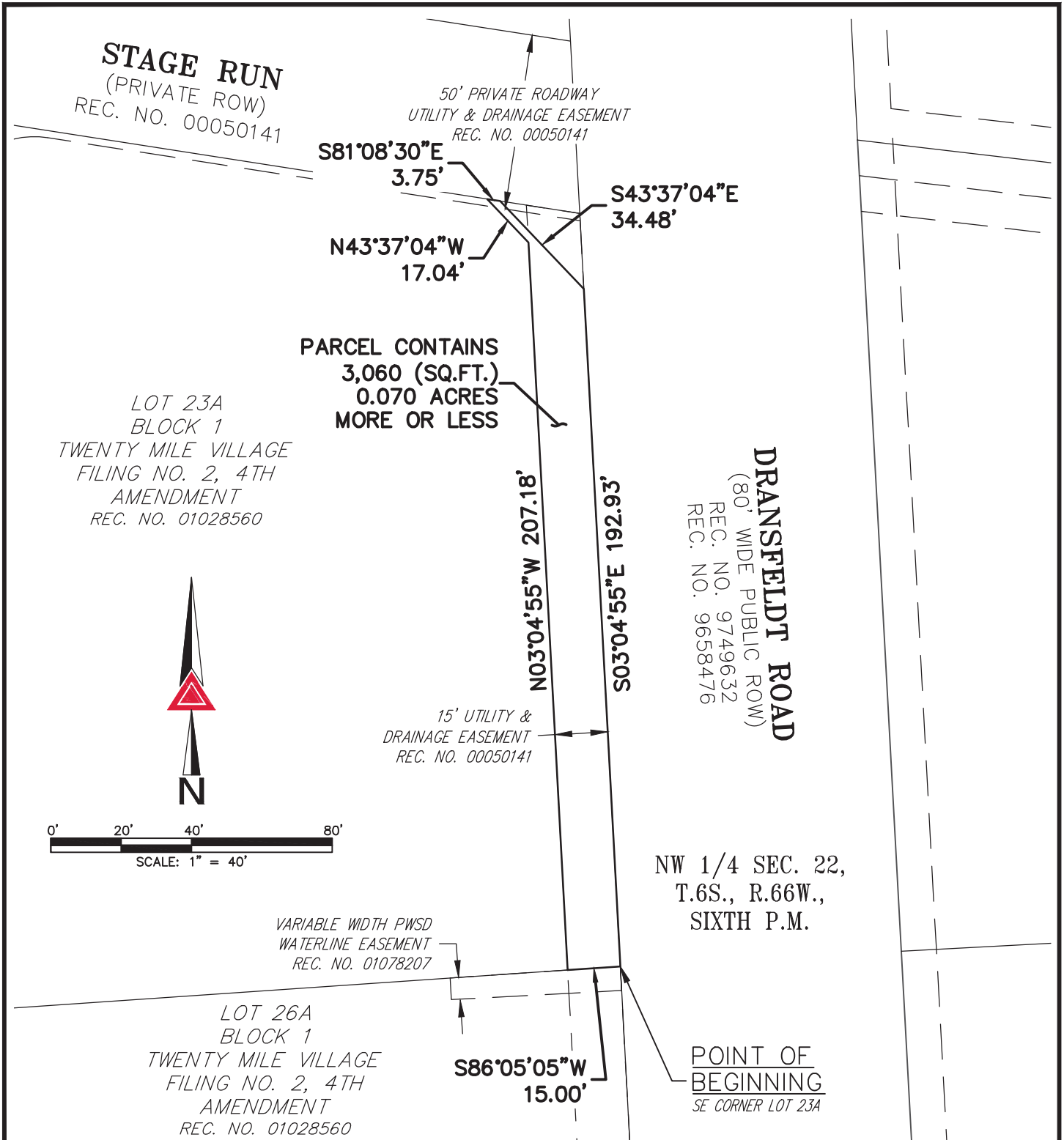
ALL LINEAL DIHTANCEH ARE REPREHENTED IN U2H2HUR. EMFEET2

ILLUHTRATION ATTAC9 ED AND V ADE A PART 9 EREOF2



1ARL D2HZMHZ1OH1IKPLH , 74" W
COLORADO LICENHED PROFEHIONAL LAND HUR. EMOR
FOR AND ON BE9 ALF OF AZTEC CONHULTANTHKINC2
, 88 E2V INERAL A. E2KHUITE WK
LITTLETONKCO 78V66

ILLUSTRATION TO EXHIBIT A



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

PATH: Q:\12321-08\DWG\EXHIBITS\
DWG NAME: .DWG
DWG: KDS CHK: JRW
DATE: 09/20/2022
SCALE: 1" = 40'



AZTEC
CONSULTANTS, INC.

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

TEMPORARY CONSTRUCTION EASEMENT
NW 1/4 SEC. 22, T6S, R66W, 6TH PM
TOWN OF PARKER, COLORADO

JOB NUMBER 12321-08

2 OF 2 SHEETS

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF LOT 6, AKBLOC1 WKTY ENTMV ILE . ILLAGE FILING NO26KST9 AVENDVENT RECORDED AT RECEPTION NO28V8675, 8 IN T9 E OFFICIAL RECORD4 OF T9 E DOHGLA4 COHNTMKOLORADO CLER1 AND RECORDER4 OFFICEK4ITHATED IN T9 E NORT9 Y E4 T ' HARTER OF 4 ECTION 66KTOY N49IP , 4OHT9KRANGE , , Y E4 T OF T9 E 4IQT9 PRINCIPAL VERIDIANKTOY N OF PAR1ERK4AID COHNTMAND 4TATEKV ORE PARTICHLARLMDE4CRIBED A4 FOLLOY 4X

BEGINNING AT T9 E NORT9 EA4 T CORNER OF 4AID LOT 6, A:

T9 ENCE ALONG T9 E EA4 TERLMLINE OF 4AID LOT 6, AK4OHT9 8; 08S35° EA4 TKA DI4 TANCE OF W6' 28, FEET:

T9 ENCE DEPARTING 4AID EA4 TERLMLINEK4OHT9 SW6637° Y E4 TKA DI4 TANCE OF S" 28" FEET TO T9 E 4OHT9 ERLMLINE OF 4AID LOT 6, A:

T9 ENCE ALONG 4AID 4OHT9 ERLMLINEK4OHT9 750583 W Y E4 TKA DI4 TANCE OF 6, 285 FEET:

T9 ENCE DEPARTING 4AID 4OHT9 ERLMLINEKNORT9 8S06" 36° Y E4 TKA DI4 TANCE OF , 28" FEET:

T9 ENCE NORT9 750583 W EA4 TKA DI4 TANCE OF W828 FEET:

T9 ENCE NORT9 ; 70W 3W EA4 TKA DI4 TANCE OF 5; 275 FEET:

T9 ENCE NORT9 8; 08S35° Y E4 TKA DI4 TANCE OF W527 FEET TO T9 E NORT9 ERLMLINE OF 4AID LOT 6, A:

T9 ENCE ALONG 4AID NORT9 ERLMLINEKNORT9 7, 08535° EA4 TKA DI4 TANCE OF W528 FEET TO T9 E **POINT OF BEGINNING**2

CONTAINING AN AREA OF 828, 5 ACRE4K(6K7; 7 4' HARE FEET)KV ORE OR LE442

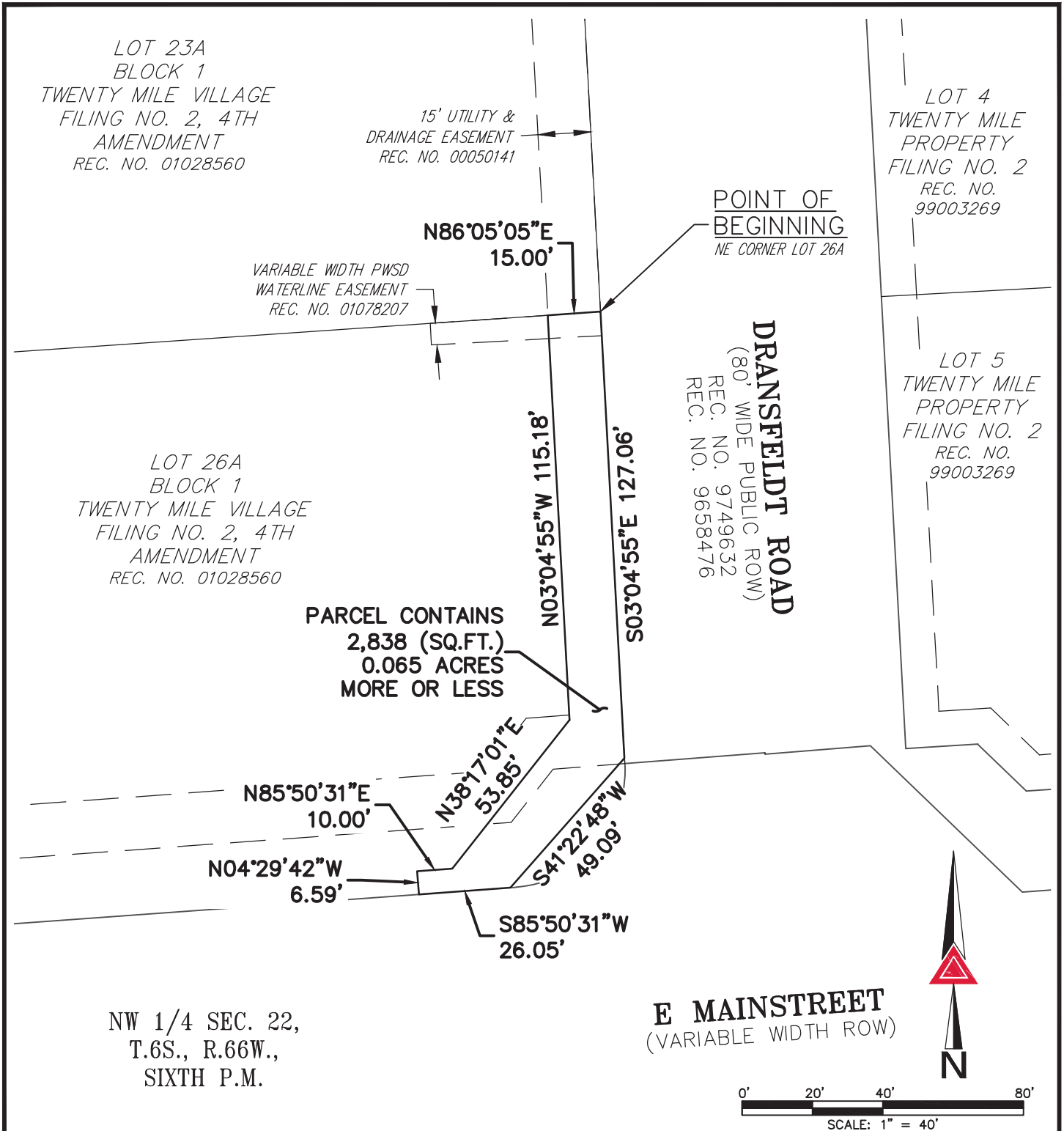
ALL LINEAL DI4 TANCE4 ARE REPRE4 ENTED IN H2424HR. EMFEET2

ILLH4 TRATION ATTAC9 ED AND VADE A PART 9 EREOF2



1ARL D24ZM4Z1O41IKPL4 ; 7, " W
COLORADO LICEN4 ED PROFE44 IONAL LAND 4HR. EMOR
FOR AND ON BE9 ALF OF AZTEC CON4 HLTANT4 KINC2
; 88 E2V INERAL A. E24 HITE WK
LITTLETONKCO 78V66

ILLUSTRATION TO EXHIBIT A



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

PATH: Q:\12321-08\DWG\EXHIBITS\
 DWG NAME: L26A, B1 - TCE.DWG
 DWG: KDS CHK: JRW
 DATE: 09/30/2022
 SCALE: 1" = 40'



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TEMPORARY CONSTRUCTION EASEMENT
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TOWN OF PARKER, COLORADO

JOB NUMBER 12321-08

2 OF 2 SHEETS

EXHIBIT C

Dransfeldt Road Widening in Coordination with P3 Vicinity Map





Request for Town Council Action

Date: November 7, 2022

Submitted By: Kristin Hoffmann, Town Attorney

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 1.391.3 - Second Reading**
A Bill for an Ordinance to Amend Section 2.03.020 of the
Parker Municipal Code Concerning Town Administrator;
Functions And Duties
Department: Town Attorney, Kristin Hoffmann

EXECUTIVE SUMMARY

This ordinance amends Section 2.03.020 to add a new function concerning approving agreements for gifts and donations made by the Town and clarifies that such gifts and donations are approved by adoption of the ordinance approving each annual budget.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Section 15.7 of the Parker Home Rule Charter provides that the Council may provide in each annual budget the amount of money to donate for public, charitable or other purposes and any gift or donation the Council may make shall be by ordinance. This ordinance amends Section 2.03.030 to add a new section which adds an additional function and duty for the Town Manager to approve agreements for gifts or donations, which gifts or donations shall be considered approved by ordinance if approved by adoption of the ordinance approving each annual budget.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)



ATTACHMENTS

1. Ordinance No. 1.391.3

RECOMMENDED MOTION

I move to approve Ordinance No. 1.391.3 on second reading.

ORDINANCE NO. 1.391.3, Series of 2022

TITLE: A BILL FOR AN ORDINANCE TO AMEND SECTION 2.03.020 OF THE PARKER MUNICIPAL CODE CONCERNING TOWN ADMINISTRATOR; FUNCTIONS AND DUTIES

WHEREAS, Section 15.7 of the Parker Home Rule Charter provides that the Council may provide in each annual budget the amount of money to donate for public, charitable or other purposes and any gift or donation the Council may make shall be by ordinance; and

WHEREAS, the Council desires to authorize the Town Manager to approve agreements for gifts or donations which gifts or donations shall be considered approved by ordinance if approved by adoption of the ordinance approving each annual budget.

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

Section 1. Paragraph 2.03.020(e) of the Parker Municipal Code is amended by the addition of a new subparagraph 18 to read as follows (and renumbering Subparagraph 18 to 19):

2.03.020 Town Administrator; functions and duties.

* * *

(e) The Town Administrator shall have the following additional functions and duties:

(18) Approve agreements for gifts or donations made by the Town, which gifts or donations shall be approved by adoption of the ordinance approving each annual budget.

(1819) To perform such other functions and duties as may be prescribed by Charter or ordinance or resolution of the Council.

* * *

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