

TOWN OF PARKER COUNCIL AGENDA

August 7, 2023

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 - July 17, 2023*

- B. *ORDINANCE NO. 13.111 - First Reading*
A Bill for an Ordinance to Organize the Downtown Parker Business Improvement District; to Provide for an Appointed Board of Directors of the District and Appoint the Initial Directors Thereto; and Approve the 2023-2024 Operating Plan and Budget for the District
Department: Town Attorney, Kristin Hoffmann
Second Reading: August 21, 2023

- C. *ORDINANCE NO. 13.112 - First Reading*
A Bill for an Ordinance to Organize the Chambers Commercial Center Business Improvement District; to Provide for an Election of the Board of Directors of the District and Appoint the Initial Directors Thereto: and Approve the 2023-2024 Operating Plan and Budget for the District
Department: Town Attorney, Kristin Hoffmann
Second Reading: August 21, 2023
- D. *ORDINANCE NO. 1.590 - First Reading*
A Bill for an Ordinance to Approve the Agreement for Purchase and Sale of Land with CDBG, LLC, Concerning Lot 26A, Block 1, Twenty Mile Village Filing No. 2, 4th Amendment
Department: Engineering and Public Works, Bob Exstrom
Second Reading: August 21, 2023
- E. *ORDINANCE NO. 1.591 - First Reading*
A Bill for an Ordinance to Approve the Agreement for Purchase and Sale of Land with CDBG, LLC, Concerning Lot 23A, Block 1, Twenty Mile Village Filing No. 2, 4th Amendment
Department: Engineering and Public Works, Bob Exstrom
Second Reading: August 21, 2023
- F. *RESOLUTION NO. 23-060*
A Resolution Assigning and Transferring to Douglas County Housing Partnership All of the Town of Parker's 2023 Private Activity Bond Volume Cap Allocation from the State Ceiling for Private Activity Bonds, and Authorizing the Execution and Delivery of an Assignment and Other Documents in Connection Therewith
Department: Community Development, Bryce Matthews
- G. *RESOLUTION NO. 23-069*
A Resolution Setting a Public Hearing for Consideration of a Petition to Form the Chambers Commercial Center Business Improvement District and Directing the Town Clerk to Cause a Notice of the Hearing to be Published and Mailed Pursuant to the Business Improvement District Act
Department: Town Attorney, Kristin Hoffmann
- H. *CONTRACTS OVER \$100,000*
1. *Town Hall Roof Contract*
Amount: \$499,506
Contractor: Alpine Roofing
Department: Engineering and Public Works, Jim Gilbert
2. *Preliminary Design Contract for Hilltop and Parker Road Improvements*
Amount: \$192,166
Contractor: Wilson & Company
Department: Engineering and Public Works, Patrick Burke

3. *2023 Townwide Pavement Markings - Crosswalk/Symbols Project (CIP 23-011)*

Amount: \$228,570.58

Contractor: Kolbe Striping Inc.

Department: Engineering and Public Works, Chris Hudson

5. **RESOLUTIONS**

RESOLUTION NO. 23-061

A Resolution to Appoint Members to the Parker Youth Commission and to Appoint a Vice-Chair

Department: Town Manager, Cheri Sullivan

6. **PUBLIC HEARINGS**

A. **HIGHLANDS AT KING'S POINT REZONE (Continue to a date uncertain)**

Applicant: THK Associates

Location: North of Cottonwood Drive between King's Point Way and E-470

Department: Community Development, Amber Wood Hicken

TRAKiT No.: Z22-035

1. **ORDINANCE NO. 3.74.3 - Second Reading**

A Bill for an Ordinance Amending Ordinance No. 3.74.1, Series of 2013, by the Deletion of Certain Property from the Planned Development Zoned Area Known as the Crown Point Center Planned Development Property

2. **ORDINANCE NO. 3.331.1 - Second Reading**

A Bill for an Ordinance Rezoning Certain Property Within the Town of Parker, Colorado, to be Included Within the Highlands At King's Point PD-Planned Development District and Amending the Highlands at King's Point PD Planned Development District to Include Such Property, Pursuant to the Parker Land Development Ordinance and Amending the Zoning Ordinance and Map to Conform Therewith

7. **ORDINANCES**

A. **ORDINANCE NO. 9.357 - Second Reading**

A Bill for an Ordinance to Approve the Intergovernmental Agreement Between the Town of Parker and the Board of the County Commissioners of Douglas County Regarding Cost Sharing for the Construction of the Dransfeldt Road Extension Project

Department: Engineering and Public Works, Chris Hudson

- B. ORDINANCE NO. 9.358 - Second Reading**
A Bill for an Ordinance Approving the Intergovernmental Agreement between the Douglas County Clerk and Recorder and the Town of Parker Regarding the Conduct and Administration of the November 7, 2023, Coordinated Election
Department: Town Clerk, Chris Vanderpool
Town Attorney, Kristin Hoffmann

8. CONTRACTS OVER \$500,000

- A. Bradbury Ranch Drive Emergency Repair Contract Modification**
Amount: \$300,000 addition to original contract of \$300,000 for a revised total of \$600,000
Contractor: Naranjo Civil Constructors
Department: Engineering and Public Works, Chris Hudson
- B. Amendment No. 2 to Contract for Architecture/Engineering Services for the Town Hall Expansion Project**
Amount: \$651,547
Contractor: Anderson Mason Dale Architects
Department: Engineering and Public Works, Bob Exstrom

9. PUBLIC COMMENTS CONTINUED IF NECESSARY

10. ADJOURNMENT

Parker Town Council

Executive Session Agenda

August 7, 2023

“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. Greater Downtown Special Private Art Permit and House Bill 23-1061
2. American Academy Charter School Traffic Impacts and Potential Litigation
3. Olde Town Metropolitan District Amended and Restated Service Plan and Intergovernmental Agreement
4. Equipment in the Town’s Right-of-Way

**TOWN OF PARKER COUNCIL
MINUTES
JULY 17, 2023**

Mayor Jeff Toborg called the meeting to order at 6:00 p.m. All Councilmembers were present.

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 about quasi-judicial hearings. The second item was regarding Chapter 10.11 of the Parker Municipal Code concerning a proposed Kime Ranch Metropolitan District service plan and intergovernmental agreement.

EXECUTIVE SESSION

Brandi Wilks moved and Joshua Rivero seconded to go into Executive Session at 6:01 p.m. to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b).

The motion was approved unanimously.

Brandi Wilks moved and Todd Hendreks seconded to come out of Executive Session at 6:55 p.m.

The motion was approved unanimously.

Todd Hendreks moved and Brandi Wilks seconded to recess the Regular Meeting until 7:00 p.m.

The motion was approved unanimously.

REGULAR SESSION

Mayor Toborg reconvened the regular Town Council meeting at 7:00 p.m.

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

SPECIAL PRESENTATIONS

Mary Lou Brown recognized the Finance Department staff for receiving the Distinguished Budget Presentation Award, Award for Outstanding Achievement in Popular Annual Financial Reporting, and Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officers Association.

PUBLIC COMMENTS

Arlynn Cook, Parker, spoke about Motsenbocker Road and the negative impacts from growth around it and Crowfoot Valley Road. She complained about the traffic and noise from 18-wheelers and construction vehicles. She spoke about the increase in crime and vandalism from the Stone Range apartments. She did not feel the Town has the infrastructure and police staffing to support additional development.

Christopher Adams, Parker, spoke about the intersection at Hess and Chambers and the possible safety hazard and conflicts with access to and from Sliceroo Drive. He also voiced his concerns over the LexisNexis system of the Police Department which has been down for two months.

REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL

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

PRESENTATION OF FINANCIAL STATEMENTS BY PLANTE MORAN PLLC

Jamie Essenmacher from Plante Moran PLLC provided a presentation of the Town's financial statements. She advised that the audit was clean with no findings throughout the entire audit process. They are issuing a clean, unmodified opinion which is the highest opinion which can be given.

CONSENT AGENDA

- A. *APPROVAL OF MINUTES - July 10, 2023*

- B. *ORDINANCE NO. 9.357 - First Reading*
A Bill for an Ordinance to Approve the Intergovernmental Agreement Between the Town of Parker and the Board of the County Commissioners of Douglas County Regarding Cost Sharing for the Construction of the Dransfeldt Road Extension Project
Department: Engineering and Public Works, Chris Hudson
Second Reading: August 7, 2023

- C. *ORDINANCE NO. 3.74.3 - First Reading*
A Bill for an Ordinance Amending Ordinance No. 3.74.1, Series of 2013, by the Deletion of Certain Property from the Planned Development Zoned Area Known as the Crown Point Center Planned Development Property
Department: Community Development, Amber Wood Hicken
Second Reading: August 7, 2023

- D. *ORDINANCE NO. 3.331.1 - First Reading*
A Bill for an Ordinance Rezoning Certain Property Within the Town of Parker, Colorado, to be Included Within the Highlands At King's Point PD-Planned Development District and Amending the Highlands at King's Point PD Planned Development District to Include Such Property, Pursuant to the Parker Land Development Ordinance and Amending the Zoning Ordinance and Map to Conform Therewith
Department: Community Development, Amber Wood Hicken
Second Reading: August 7, 2023

- E. *ORDINANCE NO. 9.358 - First Reading*
A Bill for an Ordinance Approving the Intergovernmental Agreement between the Douglas County Clerk and Recorder and the Town of Parker Regarding the Conduct and Administration of the November 7, 2023, Coordinated Election
Department: Town Clerk, Chris Vanderpool
Town Attorney, Kristin Hoffmann
Second Reading: August 7, 2023

F. RESOLUTION NO. 23-062

A Resolution Setting a Public Hearing for Consideration of a Petition to Form the Downtown Parker Business Improvement District and Directing the Town Clerk to Cause a Notice of the Hearing to be Published and Mailed Pursuant to the Business Improvement District Act

Department: Town Attorney, Kristin Hoffmann

G. CONTRACTS OVER \$100,000

1. 2023 Townwide Concrete Replacement Program (CIP23-004)

Amount: \$1,610,515

Contractor: Norra Concrete Construction Corporation

Department: Engineering and Public Works, John Mounier

Joshua Rivero moved to approve Consent Agenda Items 6A through 6G.

Laura Hefta seconded the motion.

A roll call vote was taken:

Joshua Rivero - yes

Anne Barrington - yes

Todd Hendreks - yes

John Diak - yes

Brandi Wilks - yes

Laura Hefta - yes

The motion was approved unanimously.

PUBLIC HEARINGS

A. POPE PROPERTY ANNEXATION

Applicant: David Brehm, Plan West

Location: Southwest corner of Twenty Mile Road and Dransfeldt Road

Department: Community Development, Stacey Nerger

TRAKiT No.: ANX22-009

Mayor Toborg advised that staff requested a continuance of this item.

1. ORDINANCE NO. 2.282 - Second Reading (Continued from February 6, 2023 and May 1, 2023) (To be continued to October 16, 2023)

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

Joshua Rivero moved to continue the public hearing to consider Ordinance No. 2.282 to a date certain of October 16, 2023.

Todd Hendreks seconded the motion.

A roll call vote was taken:

Joshua Rivero - yes

Anne Barrington - yes

Todd Hendreks - yes

John Diak - yes

Brandi Wilks - yes

Laura Hefta - yes

The motion was approved unanimously.

B. RESOLUTION NO. 23-058

A Resolution to Adopt the Bike and Pedestrian Master Plan as a part of the Town of Parker Transportation Master Plan

Department: Community Development, Jeremiah Fettig, Mary Munekata

Mayor Toborg opened the Public Hearing at 7:26 p.m.

The Parker Transportation Master Plan is the Town's transportation policy document that addresses and promotes a multi-modal approach to access, mobility, and system development in the community. The Transportation Master Plan was adopted in 2014 and incorporates prior transportation related plans such as the 2005 Bike Lane Plan and the 2010 Open Space, Trails and Greenways Master Plan. The Bicycle and Pedestrian Master Plan will update these prior plans and serve as the Town's policy document for future bike and pedestrian mobility while serving as a road map to promote a safe, comfortable, and well-connected bike and pedestrian network.

Public Comments: None.

Mayor Toborg closed the Public Hearing at 7:43 p.m.

Todd Hendreks moved to approve Resolution No. 23-058.

Brandi Wilks seconded the motion.

A roll call vote was taken:

Joshua Rivero - yes

Anne Barrington - yes

Todd Hendreks - yes

John Diak - yes

Brandi Wilks - yes

Laura Hefta - yes

The motion was approved unanimously.

C. ORDINANCE NO. 3.36.5 - Second Reading**A Bill for an Ordinance to Amend the Stroh Ranch Planned Development Master Plan 2nd Amendment - PD Development Guide Pursuant to the Parker Land Development Ordinance****Department: Community Development, Julia Duncan****Trakit No.: Z22-016**

Mayor Toborg opened the Public Hearing at 7:47 p.m.

The applicant has submitted a rezoning application that would amend the Stroh Ranch Planning Development (PD) zoning to add 275 residential units to the PD zoning for use in the MU - Mixed Use Planning Areas for Filings 14 and 15. The Mixed Use Planning Areas are planned and zoned for residential and commercial use but all of the permitted residential yield has been developed elsewhere in Stroh Ranch PD. The applicant's rezoning proposal would address this issue and is necessary for the mixed-use development that they plan if the rezoning application is approved. The subject property is undeveloped and extends from the intersection of Parker Road and J Morgan Boulevard in the north to Stroh Road between the King Soopers shopping center and Village on the Green neighborhood in the south.

The proposed rezoning application, officially the Stroh Ranch PD Third Amendment, would increase the cap or maximum on total residential yield found in Section I-C, Density Variations, by 275 residential dwelling units from 2,817 to 3,092 units. This represents an increase in total residential yield of 9.7 percent if approved. The applicant would utilize the additional residential yield for a future mixed-use development in the MU - Mixed Use Planning Area for Filings 14 and 15 where the PD zoning permits commercial and multi-family residential uses (subject to the residential cap or maximum). The future mixed-use development concept may be summarized as follows:

- **Uses:** A mix of multi-family residential, commercial and park/open space uses.
- **Residential Yield:** A total of 275 multi-family residential dwelling units with a residential density of 8.68 dwelling units per acre. This is substantially less than the maximum permitted residential density of 22 dwelling units per acre.
- **Commercial Yield:** A minimum of 39,500 square feet of commercial floor area for retail, restaurant, office, and service uses.
- **Park/Open Space Yield:** A total of 11.5 acres of parks and open space with a 3.8 acre public park that is planned to be an active, improved recreation amenity.

On June 8, 2023, the Planning Commission voted four to one (4-1) to recommend that the Town Council approve the proposed rezoning application.

Carolyn White, Brownstein, Nick Halstead, Mill Creek, Bill Maher, Norris Design, and Tyler Smith, Kimley-Horn made a presentation on behalf of the applicant and answered questions of Council.

Public Comments: Written public comments received after the packet was published were entered into the record.

The following spoke in opposition to this item: Irvin Holly, Parker, David Lopez, Parker, Kathy Chase, Parker, Joy Overbeck, Parker, Nick Zimmerman, Parker, Loren Trammel, Parker, Matthew Butler, Parker, Martha Martinez, Parker, R.J. O'Connor, Parker, Ron Meyer, Parker, Amy Holland, Parker, Daniel Boffman, Parker, Paul Ennis, Parker, and Marty Malinowski, Parker.

The following spoke in favor of this item: Hayden Pistilli, Parker, Christopher Adams, Parker, and Brianna Medema, Parker.

Mayor Toborg recessed the meeting at 10:17 p.m. for a short break and reconvened at 10:23 p.m.

Carolyn White made additional comments and responded to public testimony on behalf of the applicant.

Mayor Toborg closed the Public Hearing at 10:33 p.m.

Mayor Toborg called for a motion to approve Ordinance No. 3.36.5 on second reading. No motion was made.

Brandi Wilks moved to deny Ordinance No. 3.36.5 and to direct the Town Attorney to draft findings to support denial of the ordinance for Council action at the Council meeting on August 21, 2023.

Todd Hendreks seconded the motion.

A roll call vote was taken:

Joshua Rivero - yes

Anne Barrington - yes

Todd Hendreks - yes

John Diak - yes

Brandi Wilks - yes

Laura Hefta - yes

The motion was approved unanimously.

ORDINANCES

A. ORDINANCE NO. 4.52.4 - Second Reading

A Bill for an Ordinance to Amend Ordinance Nos. 4.52.1, Series of 2004, 4.52.2, Series of 2006, and 4.52.3, Series of 2008, to Amend the Title to Chapter 10.10, Subsection 10.10.010(a), and Sections 13.06.070, 13.07.080, 13.07.140 and 13.10.110 of the Parker Municipal Code Concerning the Parks, Trails, Open Space & Streetscape Design and Construction Manual

**Department: Community Development, Mary Munekata
Parks, Recreation, and Open Space, Brett Collins**

The Parks, Trails, Open Space & Streetscape Design and Construction Manual project is a follow-up to the Town's 2019 adoption of revised standards in the Land Development Ordinance

(LDO) for parks, trails and open space required with new residential development. To implement the revised standards, new and clear design guidelines, illustrations, and construction specifications are needed to support them. Additionally, the Town's current Construction Specifications and Design Considerations for Parks, Trails and Streetscapes Manual that provides technical guidance for the design and construction of these improvements needs an update.

The above-referenced manual has been revised and renamed the Parks, Trails, Open Space & Streetscape Design and Construction Manual. The manual will be used by applicants and Town staff to guide the planning, design and construction of required parks, trails, and open space within new residential development. It will also be used by Town staff to inform the design of new municipal parks and renovation of existing parks as repair and maintenance work is planned in the future.

Public Comments: Christopher Adams, Parker, asked how long it would take to achieve cohesion throughout the Town based on this new manual and criteria.

Anne Barrington moved to approve Ordinance No. 4.52.4 on second reading.

Laura Hefta seconded the motion.

A roll call vote was taken:

Joshua Rivero - yes

Anne Barrington - yes

Todd Hendreks - yes

John Diak - yes

Brandi Wilks - yes

Laura Hefta - yes

The motion was approved unanimously.

B. ORDINANCE NO. 1.587 - Second 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 the Parker Road Sidewalk - East Side (Sulphur Gulch to South of Parker Square Drive), 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

This item was for an ordinance to provide notice of the Town's intent to acquire easements for proposed sidewalk/trail improvements on the east side of Parker Road between Sulphur Gulch to south of Parker Square Drive. Most of this project is located on CDOT right-of-way or Town property, but there are small areas where a sidewalk easement and/or temporary construction easements will be needed for the improvements. This intent to acquire ordinance is for this needed sidewalk/trail improvement and will affect seven (7) property owners along this section of Parker Road. The needs are as follows: sidewalk easements (permanent) of 14,535 SF (0.334

acres) and temporary construction easements of 17,379 SF (0.399 acres).

Public Comments: None.

Joshua Rivero moved to approve Ordinance No. 1.587 on second reading.

Brandi Wilks seconded the motion.

A roll call vote was taken:

Joshua Rivero - yes

Anne Barrington - yes

Todd Hendreks - yes

John Diak - yes

Brandi Wilks - yes

Laura Hefta - yes

The motion was approved unanimously.

C. ORDINANCE NO. 1.589 - Second 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 Widening Lincoln Avenue, a Town Roadway, from Keystone Boulevard to Parker Road, 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, Patrick Burke

This item was for an ordinance to provide notice of the Town's intent to acquire right-of-way and easements for proposed improvements on Lincoln Avenue between Keystone Drive and Parker Road that are part of the Lincoln Avenue Widening Project. This roadway will be improved (widened) to a 6-lane section that requires additional right-of-way and easements to construct and will affect twenty-four (24) property owners along this section of Lincoln Avenue. The needed areas are as follows: right-of-way (fee conveyance) of 21,164 SF (0.486 acres); permanent easement of 48,573 SF (1.115 acres); and temporary construction easement of 172,638 SF (3.963 acres).

Public Comments: Christopher Adams, Parker, stated that there is a stigma regarding eminent domain and felt the process needed to be bifurcated.

Todd Hendreks moved to approve Ordinance No. 1.589 on second reading.

Joshua Rivero seconded the motion.

A roll call vote was taken:

Joshua Rivero - yes
Anne Barrington - yes
Todd Hendreks - yes
John Diak - yes
Brandi Wilks - yes
Laura Hefta - yes

The motion was approved unanimously.

D. ORDINANCE NO. 1.588 - Second Reading

A Bill for an Ordinance to Approve the Right-of-Way Purchase and Sale Agreement by and Between Primary Colors Land Company Inc. and the Town of Parker for a Portion of Lot 6, Block 1, Twenty Mile Village Filing No. 2, 1st Amendment

Department: Engineering and Public Works, Bob Exstrom

The purpose of this ordinance was to approve the Right-of-Way Purchase and Sale Agreement for the conveyance of real property from Primary Colors Land Company Inc. for a Portion of Lot 6, Block 1, Twenty Mile Village Filing No. 2, 1st Amendment. Approximately 554 square feet (SF) of additional right-of-way is needed to relocate the existing traffic signal pole and associated controller cabinet, to install a new traffic signal pedestal pole, to relocate select electrical facilities owned by CORE, to install a new retaining wall (due to existing grades), and to accommodate new sidewalks and curb ramps. Approximately 3,214 SF of temporary construction easement is needed to facilitate construction and restoration of private landscaping that is anticipated to be impacted due to the widening. An additional temporary construction easement is needed at the northeast corner of the property to facilitate construction of the pedestrian, traffic, and electrical facilities.

Public Comments: None.

Joshua Rivero moved to approve Ordinance No. 1.588 on second reading.

Laura Hefta seconded the motion.

A roll call vote was taken:

Joshua Rivero - yes
Anne Barrington - yes
Todd Hendreks - yes
John Diak - yes
Brandi Wilks - yes
Laura Hefta - yes

The motion was approved unanimously.

E. ORDINANCE NO. 9.359 - Second Reading

A Bill for an Ordinance Approving the Agreement Regarding Construction of Development Improvement Project Drainage and Flood Control Improvements for Brandy Gulch Upstream of Spirit Trail Boulevard (Agreement No. 23-04.15 Project No. 109776) 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, Alex Mestdagh

This ordinance authorizes the Town to enter into an Intergovernmental Agreement (IGA) between the Town and the Mile High Flood District (MHFD) regarding stabilization improvements to Brandy Gulch at the proposed Tanterra development. This agreement would establish the construction costs for the developer-funded improvements that will be constructed by MHFD at no cost to the Town.

Public Comments: None.

Todd Hendreks moved to approve Ordinance No. 9.359 on second reading.

Brandi Wilks seconded the motion.

A roll call vote was taken:

Joshua Rivero - yes

Anne Barrington - yes

Todd Hendreks - yes

John Diak - yes

Brandi Wilks - yes

Laura Hefta - yes

The motion was approved unanimously.

F. ORDINANCE NO. 5.06.42.2 - Second Reading

A Bill for an Ordinance to Amend Section 7.03.020 of the Parker Municipal Code Concerning Restrictions on Use of Certain Vehicles

**Department: Town Attorney's Office, Jamie Wynn
Police, Jim Tsurapas
Engineering and Public Works, Tom Williams**

On April 10, 2023, staff appeared before Town Council at a study session based on a citizen inquiry regarding the use of golf cars on Town roadways. As a result of this discussion, Town Council directed staff to draft a proposed ordinance regarding the operation of golf cars on public Town roadways. Staff returned to Town Council at a study session on May 22, 2023, with a draft of a proposed ordinance, as well as potential changes to two current ordinances, to ensure the current language was consistent with any potential changes if a new ordinance is adopted and added to the Municipal Code. These also relate to the use of golf cars on Town roadways and include necessary updates to the current ordinances based on some recognized deficiencies with the current ordinances. Agenda items 8F, 8G, and 8H are all related to the discussions

referenced above.

The updates to Section 7.03.020 are being made to accurately reflect the needs of the Town, to clarify information related to the permitting process for the use of certain motorized vehicles, and to reflect the limited use of golf cars with respect to certain holes at Black Bear Golf Course.

Public Comments: None.

Todd Hendreks moved to approve Ordinance No. 5.06.42.2 on second reading.

Brandi Wilks seconded the motion.

A roll call vote was taken:

Joshua Rivero - yes

Anne Barrington - yes

Todd Hendreks - yes

John Diak - yes

Brandi Wilks - yes

Laura Hefta - yes

The motion was approved unanimously.

G. ORDINANCE NO. 5.06.42.3 - Second Reading

A Bill for an Ordinance to Amend Chapter 7.03 of the Parker Municipal Code by the addition Thereto of a New Section 7.03.025 Concerning Golf Cars on Public Town Roadways

**Department: Town Attorney's Office, Jamie Wynn
Police, Jim Tsurapas
Engineering and Public Works, Tom Williams**

The Town's Municipal Code has not generally allowed the use of golf carts or off-highway vehicles, such as ATVs, on Town roadways, trails, or sidewalks. Colorado state statute allows the Town to authorize and regulate the operation of golf carts and "off-highway vehicles" on its roadways. The Town Municipal Code identifies the exceptions where use, pursuant to a valid permit, is allowed.

Through this proposed ordinance, the Town Council can allow golf cars with specific required equipment and a valid permit to be used on certain limited Town roadways. The proposed ordinance details the safety equipment necessary on any golf car that may be allowed on the specified roadways, should there be a valid permit issued by the Parker Police Department after an inspection to confirm that the required equipment is present. The proposed ordinance also provides information regarding which roadways would be authorized for the use of golf cars, as well as other specific allowances and restrictions related to the use of such golf cars on those roadways.

Public Comments: Christopher Adams, Parker, felt that this might be a huge issue and thought the golf cars would be in conflict with traffic. He did not believe that was a good idea and could result in negative consequences.

Laura Hefta moved to approve Ordinance No. 5.06.42.3 on second reading.

Anne Barrington seconded the motion.

A roll call vote was taken:

Joshua Rivero -no

Anne Barrington - yes

Todd Hendreks -no

John Diak -no

Brandi Wilks -no

Laura Hefta - yes

The motion failed on a 2-4 vote. Councilmembers Rivero, Hendreks, Diak, and Wilks opposed.

H. ORDINANCE NO. 12.03.7 - Second Reading

A Bill for an Ordinance to Amend Section 12.02.100 of the Parker Municipal Code Concerning the Use of Motorized Vehicles

Department: Town Attorney, Jamie Wynn

Police, Jim Tsurapas

Engineering and Public Works, Tom Williams

This ordinance amended Section 12.02.100 of the Municipal Code to clarify certain limited exceptions to the use of golf cars or other motorized vehicles on the Town's park lands and trails by non-Town entities, only when a valid permit is issued by either the Chief of Police or the Parks, Recreation and Open Space Director, which is dependent on the specific need for access.

Public Comments: None.

Anne Barrington moved to approve Ordinance No. 12.03.7 on second reading.

Laura Hefta seconded the motion.

A roll call vote was taken:

Joshua Rivero - yes

Anne Barrington - yes

Todd Hendreks - yes

John Diak - yes

Brandi Wilks - yes

Laura Hefta - yes

The motion was approved unanimously.

ADJOURNMENT

Laura Hefta moved to adjourn the meeting at 12:28 a.m., on July 18, 2023.

Todd Hendreks seconded the motion.

A roll call vote was taken:

Joshua Rivero - yes

Anne Barrington - yes

Todd Hendreks - yes

John Diak - yes

Brandi Wilks - yes

Laura Hefta - yes

The motion was approved unanimously.

Susan L. Irvine, Deputy Town Clerk

Jeff Toborg, Mayor



Request for Town Council Action

Date: August 7, 2023

Submitted By: Kristin Hoffmann, Town Attorney

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 13.111 - First Reading**
A Bill for an Ordinance to Organize the Downtown Parker Business Improvement District; to Provide for an Appointed Board of Directors of the District and Appoint the Initial Directors Thereto; and Approve the 2023-2024 Operating Plan and Budget for the District
Department: Town Attorney, Kristin Hoffmann
Second Reading: August 21, 2023

EXECUTIVE SUMMARY

This ordinance declares that the Downtown Parker Business Improvement District is organized; provides for an appointed board, to serve at the pleasure of Council; appoints the members of the board; and approves the 2023-2024 operating plan and budget for the district.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Formation of a business improvement district is initiated through the filing of a petition with the Town Clerk. A petition to form the Downtown Parker Business Improvement District was filed with the Town Clerk on July 12, 2023. The petition must be signed by persons who own real property in the service area of the proposed district having a valuation for assessment of not less than 50% of the valuation for assessment of all real property in the proposed service area and who own at least 50% of the acreage in the proposed district. The Town Clerk has determined that the petition was signed by persons who own real property in the service area having 61.7% of the valuation for assessment of all real and personal property in the proposed service area and who own 71.3% of the acreage in the proposed district.

Pursuant to State law, the Downtown Parker BID had determined to NOT include personal property within the boundaries of the proposed BID. For informational purposes, state law allows that the a BID can include "contiguous or noncontiguous tracts or parcels of commercial property" (31-25-1208(1)). State law defines commercial property as "any taxable real or personal property which is not classified for property tax purposes as either residential or agricultural." (31-25-1203). The Downtown Parker BID has determined to only include real property within the boundaries of the BID.

The Town Council, as soon as possible after the filing of the petition, shall fix by order the place and time, not less than 20 days nor more than 40 days thereafter, for a hearing. The Town Council did adopt a resolution on July 17, 2023, setting the public hearing for August 21, 2023. The Town Clerk published notice of the hearing and mailed notice by first class mail to each property owner within the proposed service area and boundaries of the district to their last known address as disclosed by the tax records.

At this hearing, the Town Council will ascertain from the tax rolls the total value of the taxable real property and determine whether the petition was signed by sufficient owners. If the petition is duly signed, the allegations of the organization petition are true, and the services and improvements to be provided best satisfy the purposes of the Act, the Town Council adopts an ordinance declaring the district organized.

The petition proposes, and the ordinance provides for, an appointed board with the following individuals proposed to serve as the initial board of directors. The initial members of the board of directors of the district, who will serve at the pleasure of Town Council, are Tony Mango, Tony DeSimone, Bryan Zehnder, Omar Castillo, and Denise Haack.

An operating plan and budget must be filed with the Town by September 30 of each year. The ordinance approves the operating plan and budget attached to the petition.

FINANCIAL IMPACT

None to the Town. The district must hold an election before issuing debt or imposing any taxes on properties included within the district.

STRATEGIC GOAL(S)



ATTACHMENTS

1. Ordinance No. 13.111
2. Petition_Downtown Parker BID
3. Downtown Parker BID Operating Plan & Budget (2023-24)

RECOMMENDED MOTION

I move to approve Ordinance No. 13.111 on first reading and to schedule second reading for August 21, 2023, as part of the consent agenda.

ORDINANCE NO. 13.111, Series of 2023

TITLE: A BILL FOR AN ORDINANCE TO ORGANIZE THE DOWNTOWN PARKER BUSINESS IMPROVEMENT DISTRICT; TO PROVIDE FOR AN APPOINTED BOARD OF DIRECTORS OF THE DISTRICT AND APPOINT THE INITIAL DIRECTORS THERETO; AND APPROVE THE 2023-2024 OPERATING PLAN AND BUDGET FOR THE DISTRICT

WHEREAS, the Town Council (the “Town Council”) of the Town of Parker, Colorado (the “Town”), has received a petition for the organization of the Downtown Parker Business Improvement District within the Town (the “District”); and

WHEREAS, based upon the petition for organization (the “Petition”) and other evidence presented to the Town Council, the Petition has been signed in conformity with the Business Improvement District Act, Section 31-25-1201, *et seq.*, C.R.S. (the “Act”), the signatures on the Petition are genuine, and the signatures of the petitioners represent the persons who own real or personal property in the service area of the proposed District having a valuation for assessment of not less than fifty percent of the valuation for assessment of all real and personal property in the service area of the proposed District and who own at least fifty percent of the acreage in the proposed District; and

WHEREAS, the petitioners have also caused a copy of the District’s 2023-2024 Operating Plan and Budget (the “2023-2024 Operating Plan and Budget”) to be submitted at the same time as the Petition; and

WHEREAS, all non-commercial property within the boundaries of the District, if any, as required by Section 31-25-1208, C.R.S., are excluded; and

WHEREAS, the petitioners of the proposed District request that the Town designate the territory within the service area of the proposed District as a location for new business or commercial development under Section 31-25-1203(10), C.R.S.; and

WHEREAS, the Petition contains the items required by statute including, among other things:

(a) The name of the proposed District, which is to wit: “Downtown Parker Business Improvement District”;

(b) The proposed District boundaries and service area are generally located along Main Street east of Parker Road in the Town. The District boundaries are the territory of the commercial property, as defined in the Act, within the above service area, but specifically excluding any personal property therein;

(c) A general description of the types of services or improvements or both to be provided by the proposed District;

(d) The names of three persons to represent the petitioners and who have the power to enter into agreements relating to the organization of the District;

(e) A request that the Town Council provide for an appointed Board of Directors of the District and appoint the initial members of the Board of Directors pursuant to Section 31-25-1209(1)(b), C.R.S.;

(f) A request that the Town Council approve the 2023-2024 Operating Plan and Budget;

(g) A request that the Town Council approve the organization of the District; and

WHEREAS, the Town Council has determined that the allegations of the Petition are true; and

WHEREAS, the Petition provided that, upon the request of the Town Council, the petitioners for the proposed District will execute a bond or provide a cash deposit sufficient to cover all expenses anticipated to be incurred by the Town in connection with the proceedings in case the organization of the proposed District is not effected and such requirement, if any, has been met; and

WHEREAS, the service area of the proposed District is located entirely within the Town and is a location for new business or commercial development; and

WHEREAS, the Town Council has determined that the types of services or improvements to be provided by the proposed District are of the type which best satisfy the purposes of the Act; and

WHEREAS, the Town Council has held and concluded a public hearing on August 21, 2023 at 7:00 p.m. following due notice of such hearing as required by law.

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

Section 1. The foregoing recitals are incorporated herein by reference and adopted as findings and determinations of the Town Council.

Section 2. Pursuant to its authority to organize business improvement districts under the Act, and specifically Section 31-25-1207(5), C.R.S., the Town Council, as the governing body of the Town, hereby adjudicates all questions of jurisdiction to find that jurisdiction is vested in the Town Council to organize the business improvement district described in the Petition submitted by the petitioners for the District.

Section 3. The District is hereby created, organized, and established for the purposes and shall have the powers set forth in the Act, except as otherwise modified in this ordinance. All services and improvements the District will provide shall be undertaken in accordance with the Act and the District's operating plan, as the same may be amended from time to time.

Section 4. The Town Council hereby declares the area within the District to be a location designated by the Town as a location for new business or commercial development. The District shall have the service area and boundaries set forth in the attached **Exhibit A**, which consist of all “commercial property” now or hereafter located therein, as that term is defined at Section 31-25-1203(2), C.R.S., but shall at all times specifically exclude all taxable personal property. The District may provide services and improvements inside and outside of its service area and boundaries as set forth in the District’s operating plan. A map of the service area and boundaries of the District is attached as **Exhibit B**. Inclusion and exclusion of property into or from the District shall be completed as provided in the Act.

Section 5. The District shall be a quasi-municipal corporation and political subdivision of the State of Colorado with all powers and responsibilities thereof. The District shall hereafter have the corporate name specified in the Petition: Downtown Parker Business Improvement District.

Section 6. Pursuant to Section 31-25-1209(1)(b), C.R.S., the Board of Directors of the District (the “Board”) shall consist of five (5) members appointed by the Town Council and serving at the pleasure of the Town Council, and each member of the Board shall be an elector of the District, as that term is defined at Section 31-25-1203(4)(a), C.R.S. The Town Council hereby appoints the following five initial members of the Board of Directors of the District to serve at the pleasure of the Town Council:

1. Tony Mango
2. Tony DeSimone
3. Bryan Zehnder
4. Omar Castillo
5. Denise Haack

All future appointments to the Board may be made by resolution of the Town Council and need not be made by ordinance.

Section 7. Each member of the Board, within thirty days after his or her appointment, except for good cause shown, shall appear before an officer or other person authorized to administer oaths and take an oath that he or she will faithfully perform the duties of his or her office as required by law and will support the constitution of the United States, the constitution of the state of Colorado, and the laws made pursuant thereto. The Board shall carry out the responsibilities required of such Board by the Act and other applicable law.

Section 8. In accordance with Section 31-25-1211, C.R.S., the 2023-2024 Operating Plan and Budget is hereby approved. Beginning in 2024 (for use in 2025) and each year thereafter, an annual operating plan and budget will be submitted to the Town Clerk on or before September 30 of each year for the approval of the Town Council, in accordance with Section 31-25-1211, C.R.S. The District is authorized to proceed with an election in November 2023.

Section 9. The actions of the Town Clerk in setting and providing public notice of the public hearing on the Petition, and in furtherance hereof are hereby ratified and confirmed.

Section 10. All acts, orders, resolutions, ordinances, or parts thereof, in conflict with this Ordinance are hereby repealed, except that this section shall not be construed so as to revive any act, order, resolution, or ordinance, or part thereof previously repealed.

Section 11. 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 12. 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 13. This Ordinance shall become effective ten (10) days after final publication.

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2023.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2023.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Kristin Hoffmann, Town Attorney

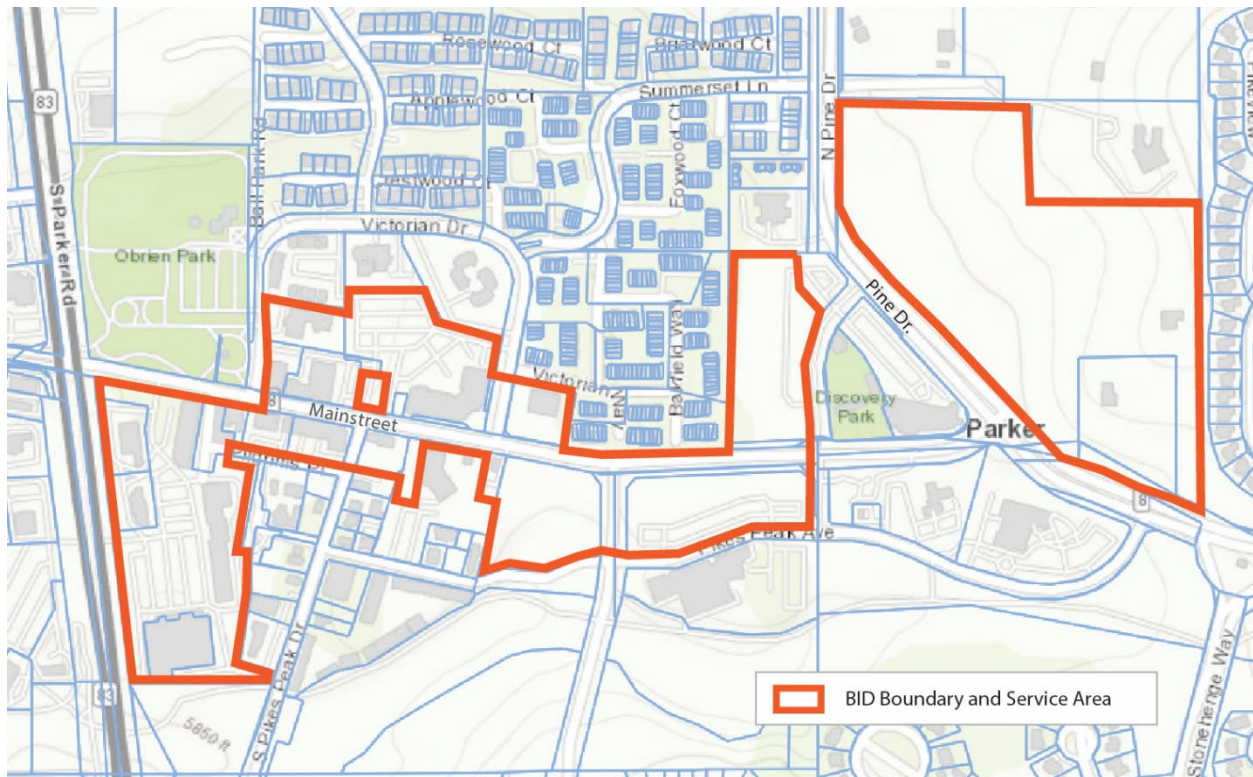
EXHIBIT A

Legal Description of the Service Area and Boundaries of the Downtown Parker Business Improvement District

Owner Name	Street Address	Legal Description	Parcel No.
19420 MAIN LLC	19420 E MAINSTREET	LOT 1 PARKER GARAGE 0.22 AM/L	2233-221-18-001
20 MILE CENTRAL LLLP	19553 E MAINSTREET	LOT 2 BLK 1 PARKER CENTRAL AREA FLG 8 4TH AMD 0.908 AM/L	2233-221-03-019
20 MILE CENTRAL LLLP	19501 E MAINSTREET	LOT 1 BLK 1 PARKER CENTRAL AREA FLG 8 4TH AMD 0.387 AM/L	2233-221-03-018
ABDALLA I SULEIMAN	19550 E MAINSTREET	TR IN NE1/4 22-6-66 0.559 AM/L AKA PARCEL 3 TOWN OF PARKER 368-220	2233-221-00-032
ANDREW K CHANOS & MARILYN A CHANOS	19402 E MAINSTREET	TR IN SW1/4NE1/4 22-6-66 .534 AM/L TOWN OF PARKER (23261.04 SF)	2233-221-00-034
BONBECK PARKER LLC	11000 S PARKER RD 105	PT LOT 3 REPLAT OF PARKER CENTRAL AREA #5 0.954 AM/L	2233-221-06-008
BONBECK PARKER LLC	10970 S PARKER RD	MOST LOT 3 REPLAT OF PARKER CENTRAL AREA #5 7.715 AM/L	2233-221-06-007
CD PARKER LLC	No official address listed	PART TRACT IN W1/2NW1/4 23-6-66 24.173 AM/L RLTD\MTD R0619269 R0619271 & R0619276 (PT PINE CURVE PROPERTY)	2233-232-00-027
CD PARKER LLC	No official address listed	LOT 4 MAINSTREET & PINE MARKETPLACE 4TH AMD	2233-221-14-005
CD PARKER LLC	No official address listed	LOT 2B CIVIC CENTER 1 2ND AMD EXEMPTION	2233-221-15-004
CD PARKER LLC	No official address listed	LOT 2A CIVIC CENTER 1 2ND AMD EXEMPTION 1.418 AM/L	2233-221-15-003
CD PARKER LLC	19801 E MAINSTREET	LOT 1A1 PARKER CENTRAL AREA 1 AMD 2 0.911 AM/L	2233-221-20-001
CD PARKER LLC	19640 E MAINSTREET	LOT 1B MAINSTREET CENTER 1ST AMD 0.344 AM/L	2233-221-19-004
CD PARKER LLC	No official address listed	PART TRACT IN W1/2NW1/4 23-6-66 AKA PT UNBUILT ROW IN ROWLEY DOWNS 0.46 AM/L RLTD\MTD R0619269 R0619271 & R0619274 (PT PINE CURVE PROPERTY)	2233-232-00-029
FIRST NATIONAL BANK OF PARKER	10900 S PARKER RD	LOT 1 BLK 1 PARKER CENTRAL AREA #5 REPLAT 0.9158 AM/L	2233-221-06-001
H & A EDUCATIONAL ENTERPRISES LLC	10750 VICTORIAN DR	LOT 4 PARKER CENTRAL AREA 8 1ST AMD REPLAT OF LOT 3 1.00 AM/L	2233-221-03-006

Owner Name	Street Address	Legal Description	Parcel No.
JERRY R COOPER & BETTY L COOPER LIVING TRUST	19600 E MAINSTREET	LOT 1 PARKER MAINSTREET STUDIO 1 0.52 AM/L	2233-221-21-001
MCDONALDS USA LLC	10950 S PARKER RD	LOT 2 BLK 1 PARKER CENTRAL AREA #5 REPLAT 0.701 AM/L	2233-221-06-002
MOUNTAIN ELK RIDGE LLC, and CAIS FUTURES LLC	19751 E MAINSTREET	LOT 3 BLK 1 PARKER CENTRAL AREA FLG 8 4TH AMD 3.996 AM/L	2233-221-03-020
MOUNTAIN ELK RIDGE LLC, and CAIS FUTURES LLC	No official address listed	TR IN NE1/4 22-6-66. 0.072 AM/L TOWN OF PARKER	2233-221-00-011
PARKER ACQUISITION LLC	No official address listed	TRACT A-1 PARKER TOWN CENTER FIRST AMENDMENT EXEMPTION 3.055 AM/L	2233-221-07-010
PARKER MAINSTREET EXCHANGE LLC	19590 E MAINSTREET 110	2 TRACTS IN NE1/4 22-6-66 0.693 AM/L TOWN OF PARKER	2233-221-22-001
THOM COOK & ASSOCIATES LLC	19690 E MAINSTREET	LOT 2 MAINSTREET CENTER 0.226 AM/L	2233-221-19-002

EXHIBIT B
Map of the Area within the
Downtown Parker Business Improvement District Boundaries and Service Area



**WARNING:
IT IS AGAINST THE LAW:**

For anyone to sign this petition with any name other than one's own or to knowingly sign one's name more than once for the same measure or to knowingly sign the petition when not eligible to do so.

Do not sign this petition unless you are a person who owns real or personal property in the service area of the proposed district.

Do not sign this petition unless you have read and have had read to you the petition in its entirety and understand its meaning.

**PETITION FOR THE ORGANIZATION
OF THE
DOWNTOWN PARKER BUSINESS IMPROVEMENT DISTRICT
WITHIN THE TOWN OF PARKER, COLORADO**

The undersigned (the "Petitioners") owners of taxable real or personal property within the proposed service area described in **Exhibit A**, attached hereto and made a part hereof, (the "Service Area"), hereby petition the Town Council of the Town of Parker, Colorado (the "Town") for the organization of the **Downtown Parker Business Improvement District** (the "District") in accordance with the provisions of the Business Improvement District Act, Part 12 of Article 25 of Title 31, C.R.S. In support of this petition (the "Petition"), Petitioners state the following:

(a) The name of the District shall be the **Downtown Parker Business Improvement District**.

(b) A description of the boundaries and service area of the District is in the attached **Exhibit A**. The service area shall be the commercial property within these general boundaries. Pursuant to Section 31-12-1203(10), C.R.S., the proposed service area includes property that the Petitioners request that the Town, following a notice and a public hearing, designate as a location for new business or commercial development.

(c) A general description of the types of services or improvements or both to be provided by the District includes, but is not limited to:

The acquisition, construction, completion, installation, replacement and/or operation and maintenance of all of the services and improvements allowed under Colorado law for business improvement districts, including "Improvements" as that term is defined in Section 31-25-1203(5), C.R.S., services as described in Section 31-25-1212(1)(f), C.R.S., and other powers granted to such districts under Section 31-25-1212, C.R.S.

(d) The names of three persons to represent the Petitioners, who have the power to enter into agreements relating to the organization of the District are:

1. Tony Mango
2. Omar Castillo
3. Kristopher Schnell

RECEIVED

JUL 12 2023

TOWN CLERK
TOWN OF PARKER

**WARNING:
IT IS AGAINST THE LAW:**

For anyone to sign this petition with any name other than one's own or to knowingly sign one's name more than once for the same measure or to knowingly sign the petition when not eligible to do so. Do not sign this petition unless you are a person who owns real or personal property in the service area of the proposed district.

Do not sign this petition unless you have read and have had read to you the petition in its entirety and understand its meaning.

(e) Pursuant to Section 31-25-1205(2), C.R.S., this petition is signed by the person or persons who own real or personal property in the service area of the District having a valuation for assessment of not less than fifty percent (50%) of the valuation for the assessment of all real and personal property in the service area of the District, and who own at least fifty percent (50%) of the acreage in the District.

(f) Pursuant to Section 31-25-1205(3), C.R.S., if required by the Town, this petition is accompanied by a bond with security approved by the governing body or a cash deposit sufficient to cover all expenses connected with the proceedings in case the organization of the District is not affected. If at any time during the organization proceedings the Town determines that the bond first executed or the amount of the cash deposited is insufficient in amount, it may require the Petitioners to execute an additional bond or the deposit of additional cash within a time to be fixed, not less than ten (10) days thereafter, and the Petitioners acknowledge that upon failure of the Petitioners to file or deposit the same, the petition may be dismissed.

(g) Pursuant to Section 31-25-1209(1)(b), C.R.S., the Town may provide by ordinance for a board of directors of the District consisting of five (5) members. The five-member Board of Directors of the proposed District will be appointed by the Town and will serve at the pleasure of the Town. The Petitioners request that the Town pass such an ordinance and that the initial board of directors be the following electors of the District:

1. Tony Mango
2. Tony DeSimone
3. Bryan Zehnder
4. Omar Castillo
5. Denise Haack

Each member shall fulfill all statutory requirements prior to undertaking official duties.

(h) Pursuant to Section 31-25-1213, C.R.S., the board of directors of the District shall have the power to issue indebtedness and to levy and collect ad valorem taxes on and against all taxable commercial property within the boundaries of the District in an amount authorized by election and allowed by the operating plan and budget to be approved by the Town. The board of directors shall, in accordance with Sections 31-25-1214 and 39-5-128, C.R.S., certify the mill levy to the Douglas County Board of County Commissioners as appropriate.

(i) The board of directors of the District shall have all other powers as may be necessary, convenient, and authorized by statute set forth in the operating plan and budget of the

**WARNING:
IT IS AGAINST THE LAW:**

For anyone to sign this petition with any name other than one's own or to knowingly sign one's name more than once for the same measure or to knowingly sign the petition when not eligible to do so. Do not sign this petition unless you are a person who owns real or personal property in the service area of the proposed district.

Do not sign this petition unless you have read and have had read to you the petition in its entirety and understand its meaning.

District. The District shall file its operating plan and budget by September 30 of each year for approval by the Town as provided by Section 31-25-1211, C.R.S.

THEREFORE, the Petitioners respectfully request that the Town approve the organization of the Downtown Parker Business Improvement District and adopt the ordinance and take the actions requested in the petition to provide for its effective and efficient operation.

[remainder of page intentionally left blank; signature pages follow]

WARNING:

IT IS AGAINST THE LAW:

For anyone to sign this petition with any name other than one's own or to knowingly sign one's name more than once for the same measure or to knowingly sign the petition when not eligible to do so. Do not sign this petition unless you are a person who owns real or personal property in the service area of the proposed district.

Do not sign this petition unless you have read and have had read to you the petition in its entirety and understand its meaning.

PETITIONERS:

19420 MAIN LLC, a Colorado limited liability company

/s/:

Name:

Title:

Date of Signing:

AFFIDAVIT OF AUTHORITY

I, Brent Walker, do solemnly swear or affirm that I am the owner of **19420 MAIN LLC**, a Colorado limited liability company, the record owner of property located within the service area of the proposed Downtown Parker Business Improvement District, as more particularly described in the foregoing Petition, that I signed the Petition for the formation of said District on behalf of the owner of said property, and that I am authorized to sign the Petition on behalf of the said owner.

Date:

Signature:

NOTARY

STATE OF

Colorado

)

) ss.

COUNTY OF

Douglas

)

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 21st day of June, 2023, by Brent Walker as owner of 19420 MAIN LLC, a Colorado limited liability company.

My commission expires:

10/19/2025

[SEAL]

Notary Public

Your signature must be notarized by a Notary Public.

SENAIDA A. WILKINS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID# 20094027771
MY COMMISSION EXPIRES OCT 19, 2025

DN 7820095.1
DN 7856221.1

**WARNING:
IT IS AGAINST THE LAW:**

For anyone to sign this petition with any name other than one's own or to knowingly sign one's name more than once for the same measure or to knowingly sign the petition when not eligible to do so. Do not sign this petition unless you are a person who owns real or personal property in the service area of the proposed district.

Do not sign this petition unless you have read and have had read to you the petition in its entirety and understand its meaning.

20 MILE CENTRAL, LLLP, a Colorado limited liability limited partnership

/s/: [Signature]

Name: Anthony Mango

Title: GENERAL MANAGER

Date of Signing: 6-19-23

AFFIDAVIT OF AUTHORITY

I, Anthony Mango, do solemnly swear or affirm that I am the GENERAL MANAGER of **20 MILE CENTRAL, LLLP**, a Colorado limited liability limited partnership, the record owner of property located within the service area of the proposed Downtown Parker Business Improvement District, as more particularly described in the foregoing Petition, that I signed the Petition for the formation of said District on behalf of the owner of said property, and that I am authorized to sign the Petition on behalf of the said owner.

Date: 6-19-23

Signature: [Signature]

NOTARY

STATE OF Colorado)
) ss.
COUNTY OF Douglas)

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 19th day of June, 2023, by Anthony Mango as General Manager of **20 MILE CENTRAL, LLLP**, a Colorado limited liability limited partnership.

My commission expires: 10/19/2025

[SEAL]

[Signature]
Notary Public

Your signature must be notarized by a Notary Public.

SENAIDA A. WILKINS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID# 20094027771
MY COMMISSION EXPIRES OCT 19, 2025

**WARNING:
IT IS AGAINST THE LAW:**

For anyone to sign this petition with any name other than one's own or to knowingly sign one's name more than once for the same measure or to knowingly sign the petition when not eligible to do so. Do not sign this petition unless you are a person who owns real or personal property in the service area of the proposed district.

Do not sign this petition unless you have read and have had read to you the petition in its entirety and understand its meaning.

ABDALLA I. SULEIMAN, an individual

/s/: _____

Name: Abdalla I. Suleiman

Title: an individual

Date of Signing: _____

If you do not sign before the Petition Circulator, your signature must be notarized by a Notary Public:

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to, and acknowledged before me this _____ day of _____, 2023, by **ABDALLA I. SULEIMAN**, an individual.

My commission expires: _____

[SEAL]

Notary Public

**WARNING:
IT IS AGAINST THE LAW:**

For anyone to sign this petition with any name other than one's own or to knowingly sign one's name more than once for the same measure or to knowingly sign the petition when not eligible to do so. Do not sign this petition unless you are a person who owns real or personal property in the service area of the proposed district.

Do not sign this petition unless you have read and have had read to you the petition in its entirety and understand its meaning.

ANDREW K. CHANOS AND MARILYN A. CHANOS, both individuals

/s/: _____

Name: Andrew K. Chanos

Title: an individual

Date of Signing: _____

/s/: _____

Name: Marilyn A. Chanos

Title: an individual

Date of Signing: _____

If you do not sign before the Petition Circulator, your signature must be notarized by a Notary Public:

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to, and acknowledged before me this _____ day of _____, 2023, by **ANDREW K. CHANOS**, an individual.

My commission expires: _____

[SEAL]

Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to, and acknowledged before me this _____ day of _____, 2023, by **MARILYN A. CHANOS**, an individual.

My commission expires: _____

[SEAL]

Notary Public

For anyone to sign this petition with any name other than one's own or to knowingly sign one's name more than once for the same measure or to knowingly sign the petition when not eligible to do so. Do not sign this petition unless you are a person who owns real or personal property in the service area of the proposed district.

Date of Signing:_____

DN 7820095.1
DN 7856221.1

WARNING:

IT IS AGAINST THE LAW:

For anyone to sign this petition with any name other than one's own or to knowingly sign one's name more than once for the same measure or to knowingly sign the petition when not eligible to do so. Do not sign this petition unless you are a person who owns real or personal property in the service area of the proposed district.

Do not sign this petition unless you have read and have had read to you the petition in its entirety and understand its meaning.

CD-PARKER, LLC, a Colorado limited liability company

/s/:

Name:

Title:

Date of Signing:

AFFIDAVIT OF AUTHORITY

I, Anthony DeSimone, do solemnly swear or affirm that I am the Manager of **CD-PARKER, LLC**, a Colorado limited liability company, the record owner of property located within the service area of the proposed Downtown Parker Business Improvement District, as more particularly described in the foregoing Petition, that I signed the Petition for the formation of said District on behalf of the owner of said property, and that I am authorized to sign the Petition on behalf of the said owner.

Date:

Signature:

STATE OF

NOTARY

COUNTY OF

) ss.

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 21st day of June, 2023, by Anthony DeSimone as Manager of **CD-PARKER, LLC**, a Colorado limited liability company.

My commission expires:

[SEAL]

Notary Public

CANDACE ANGE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20194042776
MY COMMISSION EXPIRES NOVEMBER 12, 2023

Your signature must be notarized by a Notary Public.

DN 7820095.1
DN 7856221.1

For anyone to sign this petition with any name other than one's own or to knowingly sign one's name more than once for the same measure or to knowingly sign the petition when not eligible to do so. Do not sign this petition unless you are a person who owns real or personal property in the service area of the proposed district.

Date of Signing: _____

DN 7820095.1
DN 7856221.1

For anyone to sign this petition with any name other than one's own or to knowingly sign one's name more than once for the same measure or to knowingly sign the petition when not eligible to do so. Do not sign this petition unless you are a person who owns real or personal property in the service area of the proposed district.

Date of Signing:_____

For anyone to sign this petition with any name other than one's own or to knowingly sign one's name more than once for the same measure or to knowingly sign the petition when not eligible to do so. Do not sign this petition unless you are a person who owns real or personal property in the service area of the proposed district.

For anyone to sign this petition with any name other than one's own or to knowingly sign one's name more than once for the same measure or to knowingly sign the petition when not eligible to do so. Do not sign this petition unless you are a person who owns real or personal property in the service area of the proposed district.

Date of Signing:_____

DN 7820095.1
DN 7856221.1

WARNING:

IT IS AGAINST THE LAW:

For anyone to sign this petition with any name other than one's own or to knowingly sign one's name more than once for the same measure or to knowingly sign the petition when not eligible to do so. Do not sign this petition unless you are a person who owns real or personal property in the service area of the proposed district.

Do not sign this petition unless you have read and have had read to you the petition in its entirety and understand its meaning.

MOUNTAIN ELK RIDGE, LLC, a Colorado limited liability company

By: Brian Zehnder

Name: Brian Zehnder

Title: Managing Partner

Date of Signing: 6/19/23

AFFIDAVIT OF AUTHORITY

I, Brian Zehnder, do solemnly swear or affirm that I am the Managing Member of **MOUNTAIN ELK RIDGE, LLC**, a Colorado limited liability company, the record owner of property located within the service area of the proposed Downtown Parker Business Improvement District, as more particularly described in the foregoing Petition, that I signed the Petition for the formation of said District on behalf of the owner of said property, and that I am authorized to sign the Petition on behalf of the said owner.

Date: 6/19/23

Signature: Brian Zehnder

NOTARY

STATE OF Colorado

COUNTY OF Douglas

)
) ss.
)

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 19th day of June, 2023, by Brian Zehnder as Managing Partner of **MOUNTAIN ELK RIDGE, LLC**, a Colorado limited liability company.

My commission expires: 10/19/2025

[SEAL]

Senaída A. Wilkins
Notary Public

SENAIDA A. WILKINS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID# 2009402771

MY COMMISSION EXPIRES OCT 19, 2025

Your signature must be notarized by a Notary Public.

**WARNING:
IT IS AGAINST THE LAW:**

For anyone to sign this petition with any name other than one's own or to knowingly sign one's name more than once for the same measure or to knowingly sign the petition when not eligible to do so. Do not sign this petition unless you are a person who owns real or personal property in the service area of the proposed district.

Do not sign this petition unless you have read and have had read to you the petition in its entirety and understand its meaning.

CAIS FUTURES, LLC, a Colorado limited liability company

By: Brian Zehnder Nathalie Pawlak

Name: Brian Zehnder NATHALIE PAWLAK

Title: MANAGING MEMBER OF CAIS

Date of Signing: 06/19/23

AFFIDAVIT OF AUTHORITY

I, NATHALIE PAWLAK, do solemnly swear or affirm that I am the Managing Member of CAIS FUTURES, LLC, a Colorado limited liability company, the record owner of property located within the service area of the proposed Downtown Parker Business Improvement District, as more particularly described in the foregoing Petition, that I signed the Petition for the formation of said District on behalf of the owner of said property, and that I am authorized to sign the Petition on behalf of the said owner.

Date: 6/19/23

Signature: Nathalie Pawlak

NOTARY

STATE OF Colorado)
) ss.
COUNTY OF Douglas)

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 19th day of June, 2023, by Nathalie Pawlak as Managing Member of CAIS FUTURES, LLC, a Colorado limited liability company.

My commission expires: 10/19/2025

[SEAL]

[Signature]
Notary Public

SENAIDA A. WILKINS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID# 20094027771
MY COMMISSION EXPIRES OCT 19, 2025

Your signature must be notarized by a Notary Public.

For anyone to sign this petition with any name other than one's own or to knowingly sign one's name more than once for the same measure or to knowingly sign the petition when not eligible to do so. Do not sign this petition unless you are a person who owns real or personal property in the service area of the proposed district.

**WARNING:
IT IS AGAINST THE LAW:**

For anyone to sign this petition with any name other than one's own or to knowingly sign one's name more than once for the same measure or to knowingly sign the petition when not eligible to do so. Do not sign this petition unless you are a person who owns real or personal property in the service area of the proposed district.

Do not sign this petition unless you have read and have had read to you the petition in its entirety and understand its meaning.

PARKER MAINSTREET EXCHANGE, LLC, a Colorado limited liability company

By: [Signature]

Name: Anthony Mango

Title: MANAGER

Date of Signing: 6-19-23

AFFIDAVIT OF AUTHORITY

I, Anthony Mango, do solemnly swear or affirm that I am the MANAGER of **PARKER MAINSTREET EXCHANGE, LLC**, a Colorado limited liability company, the record owner of property located within the service area of the proposed Downtown Parker Business Improvement District, as more particularly described in the foregoing Petition, that I signed the Petition for the formation of said District on behalf of the owner of said property, and that I am authorized to sign the Petition on behalf of the said owner.

Date: 6-19-23

Signature: [Signature]

NOTARY

STATE OF Colorado)
) ss.
COUNTY OF Douglas)

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 19th day of June, 2023, by Anthony Mango as Manager of **PARKER MAINSTREET EXCHANGE, LLC**, a Colorado limited liability company.

My commission expires: 10/19/2025

[SEAL]

[Signature]
Notary Public

Your signature must be notarized by a Notary Public

SENAIDA A. WILKINS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID# 20094027771
MY COMMISSION EXPIRES OCT 19, 2025

**WARNING:
IT IS AGAINST THE LAW:**

For anyone to sign this petition with any name other than one's own or to knowingly sign one's name more than once for the same measure or to knowingly sign the petition when not eligible to do so. Do not sign this petition unless you are a person who owns real or personal property in the service area of the proposed district.

Do not sign this petition unless you have read and have had read to you the petition in its entirety and understand its meaning.

THOM COOK & ASSOCIATES, LLC, a Colorado limited liability company

By: Thom R Cook

Name: Thom R Cook

Title: Pres

Date of Signing: 6/21/23

AFFIDAVIT OF AUTHORITY

I, Thom R. Cook, do solemnly swear or affirm that I am the Pres, of **THOM COOK & ASSOCIATES, LLC**, a Colorado limited liability company, the record owner of property located within the service area of the proposed Downtown Parker Business Improvement District, as more particularly described in the foregoing Petition, that I signed the Petition for the formation of said District on behalf of the owner of said property, and that I am authorized to sign the Petition on behalf of the said owner.

Date: 6/21/23

Signature: Thom R Cook

STATE OF Colorado)
COUNTY OF Douglas) ss.

NOTARY

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 21 day of June, 2023, by Thom Cook as president of **THOM COOK & ASSOCIATES, LLC**, a Colorado limited liability company.

My commission expires: 9-18-2025

[SEAL]

Denise J Bunch
Notary Public

Your signature must be notarized by a Notary Public

DENISE T BUNCH
Notary Public
State of Colorado
Notary ID # 20094031482
My Commission Expires 09-18-2025

DN 7820095.1
DN 7856221.1

**WARNING:
IT IS AGAINST THE LAW:**

For anyone to sign this petition with any name other than one's own or to knowingly sign one's name more than once for the same measure or to knowingly sign the petition when not eligible to do so. Do not sign this petition unless you are a person who owns real or personal property in the service area of the proposed district.

Do not sign this petition unless you have read and have had read to you the petition in its entirety and understand its meaning.

AFFIDAVIT OF CIRCULATOR

STATE OF COLORADO)
COUNTY OF Douglas) ss.

The undersigned, being a citizen of the U.S. and first duly sworn upon oath, hereby affirms and states:

I have read and understand the laws governing the circulation of petitions; I circulated the foregoing Petition section for the organization for the Downtown Parker Business Improvement District; each signature on said Petition section was affixed in my presence or before a notary public and each signature on said Petition section is the signature of the person whose name it purports to be; I was eighteen years of age or older at the time the Petition was circulated for signature and signed by the petitioners; I have not paid and will not in the future pay and I believe that no other person has paid or will pay, directly or indirectly, any money or other thing of value to any signer for the purpose of inducing or causing such signer to affix the signer's signature to the Petition; and I reside at the address set forth below.

Date of Signing: 6/16/23 Omar Gashillo
Signature of Affiant and Circulator

Name of Circulator: Omar Gashillo

Residence Address: 12509 Prince Creek Dr Parker Co 80134 Douglas
Street City Zip Code County

Telephone number: 303 332 5434

Notarization:

The foregoing affidavit was subscribed and affirmed, or sworn to, before me this 16 day of June, 2023, by Omar Gashillo.

My commission expires: 10/19/2025

[SEAL]

[Signature]
Notary Public

SENAIDA A. WILKINS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID# 2009402771
MY COMMISSION EXPIRES OCT 19, 2025

DN 7820095.1
DN 7856221.1

WARNING:**IT IS AGAINST THE LAW:**

For anyone to sign this petition with any name other than one's own or to knowingly sign one's name more than once for the same measure or to knowingly sign the petition when not eligible to do so.

Do not sign this petition unless you are a person who owns real or personal property in the service area of the proposed district.

Do not sign this petition unless you have read and have had read to you the petition in its entirety and understand its meaning.

EXHIBIT A

**Legal Description of the Area within the Proposed
Downtown Parker Business Improvement District Boundaries and Service Area**

Owner Name	Street Address	Legal Description	Parcel No.
19420 MAIN LLC	19420 E MAINSTREET	LOT 1 PARKER GARAGE 0.22 AM/L	2233-221-18-001
20 MILE CENTRAL LLLP	19553 E MAINSTREET	LOT 2 BLK 1 PARKER CENTRAL AREA FLG 8 4TH AMD 0.908 AM/L	2233-221-03-019
20 MILE CENTRAL LLLP	19501 E MAINSTREET	LOT 1 BLK 1 PARKER CENTRAL AREA FLG 8 4TH AMD 0.387 AM/L	2233-221-03-018
ABDALLA I SULEIMAN	19550 E MAINSTREET	TR IN NE1/4 22-6-66 0.559 AM/L AKA PARCEL 3 TOWN OF PARKER 368-220	2233-221-00-032
ANDREW K CHANOS & MARILYN A CHANOS	19402 E MAINSTREET	TR IN SW1/4NE1/4 22-6-66 .534 AM/L TOWN OF PARKER (23261.04 SF)	2233-221-00-034
BONBECK PARKER LLC	11000 S PARKER RD 105	PT LOT 3 REPLAT OF PARKER CENTRAL AREA #5 0.954 AM/L	2233-221-06-008
BONBECK PARKER LLC	10970 S PARKER RD	MOST LOT 3 REPLAT OF PARKER CENTRAL AREA #5 7.715 AM/L	2233-221-06-007
CD PARKER LLC	No official address listed	PART TRACT IN W1/2NW1/4 23-6-66 24.173 AM/L RLTD\MTD R0619269 R0619271 & R0619276 (PT PINE CURVE PROPERTY)	2233-232-00-027
CD PARKER LLC	No official address listed	LOT 4 MAINSTREET & PINE MARKETPLACE 4TH AMD	2233-221-14-005
CD PARKER LLC	No official address listed	LOT 2B CIVIC CENTER 1 2ND AMD EXEMPTION	2233-221-15-004
CD PARKER LLC	No official address listed	LOT 2A CIVIC CENTER 1 2ND AMD EXEMPTION 1.418 AM/L	2233-221-15-003
CD PARKER LLC	19801 E MAINSTREET	LOT 1A1 PARKER CENTRAL AREA 1 AMD 2 0.911 AM/L	2233-221-20-001
CD PARKER LLC	19640 E MAINSTREET	LOT 1B MAINSTREET CENTER 1ST AMD 0.344 AM/L	2233-221-19-004
CD PARKER LLC	No official address listed	PART TRACT IN W1/2NW1/4 23-6-66 AKA PT UNBUILT ROW IN ROWLEY DOWNS 0.46 AM/L RLTD\MTD R0619269 R0619271 &	2233-232-00-029

**WARNING:
IT IS AGAINST THE LAW:**

For anyone to sign this petition with any name other than one's own or to knowingly sign one's name more than once for the same measure or to knowingly sign the petition when not eligible to do so. Do not sign this petition unless you are a person who owns real or personal property in the service area of the proposed district.

Do not sign this petition unless you have read and have had read to you the petition in its entirety and understand its meaning.

Owner Name	Street Address	Legal Description	Parcel No.
		R0619274 (PT PINE CURVE PROPERTY)	
FIRST NATIONAL BANK OF PARKER	10900 S PARKER RD	LOT 1 BLK 1 PARKER CENTRAL AREA #5 REPLAT 0.9158 AM/L	2233-221-06-001
H & A EDUCATIONAL ENTERPRISES LLC	10750 VICTORIAN DR	LOT 4 PARKER CENTRAL AREA 8 1ST AMD REPLAT OF LOT 3 1.00 AM/L	2233-221-03-006
JERRY R COOPER & BETTY L COOPER LIVING TRUST	19600 E MAINSTREET	LOT 1 PARKER MAINSTREET STUDIO 1 0.52 AM/L	2233-221-21-001
MCDONALDS USA LLC	10950 S PARKER RD	LOT 2 BLK 1 PARKER CENTRAL AREA #5 REPLAT 0.701 AM/L	2233-221-06-002
MOUNTAIN ELK RIDGE LLC, and CAIS FUTURES LLC	19751 E MAINSTREET	LOT 3 BLK 1 PARKER CENTRAL AREA FLG 8 4TH AMD 3.996 AM/L	2233-221-03-020
MOUNTAIN ELK RIDGE LLC, and CAIS FUTURES LLC	No official address listed	TR IN NE1/4 22-6-66. 0.072 AM/L TOWN OF PARKER	2233-221-00-011
PARKER ACQUISITION LLC	No official address listed	TRACT A-1 PARKER TOWN CENTER FIRST AMENDMENT EXEMPTION 3.055 AM/L	2233-221-07-010
PARKER MAINSTREET EXCHANGE LLC	19590 E MAINSTREET 110	2 TRACTS IN NE1/4 22-6-66 0.693 AM/L TOWN OF PARKER	2233-221-22-001
THOM COOK & ASSOCIATES LLC	19690 E MAINSTREET	LOT 2 MAINSTREET CENTER 0.226 AM/L	2233-221-19-002

WARNING:

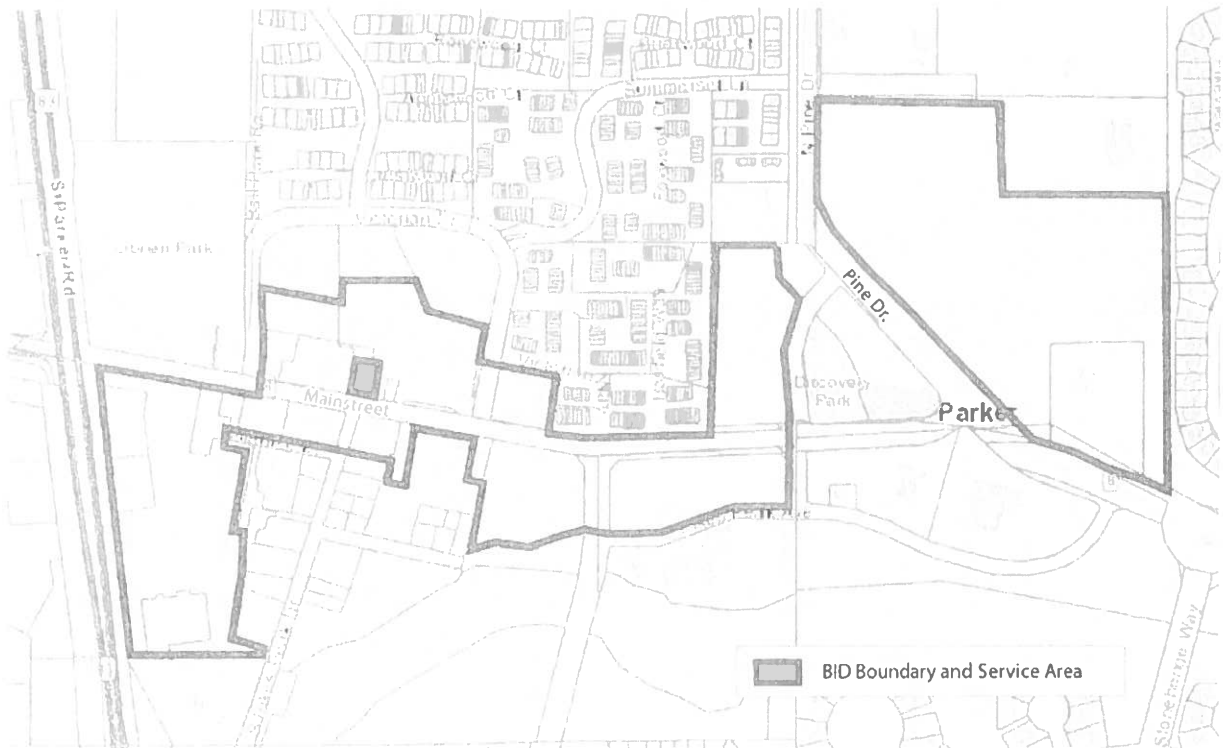
IT IS AGAINST THE LAW:

For anyone to sign this petition with any name other than one's own or to knowingly sign one's name more than once for the same measure or to knowingly sign the petition when not eligible to do so. Do not sign this petition unless you are a person who owns real or personal property in the service area of the proposed district.

Do not sign this petition unless you have read and have had read to you the petition in its entirety and understand its meaning.

EXHIBIT B

**Map of the Area within the Proposed
Downtown Parker Business Improvement District Boundaries and Service Area**



2023 AND 2024 OPERATING PLAN AND
PROPOSED BUDGET

DOWNTOWN PARKER BUSINESS IMPROVEMENT DISTRICT

TOWN OF PARKER, COLORADO

Prepared by Progressive Urban Management Associates

TABLE OF CONTENTS

1. PURPOSE AND SCOPE OF THE BID	3
2. BID BOUNDARIES	3
3. ADMINISTRATION, OPERATIONS, AND SERVICES	4
4. FINANCIAL PLAN AND BUDGET	5

EXHIBIT A: List of Current Board Members

EXHIBIT B: Proposed Budget 2023 and 2024

EXHIBIT C: District Boundary and Service Area Legal Description

EXHIBIT D: District Boundary and Service Area Map

1. PURPOSE AND SCOPE OF THE BID

District Name: The Downtown Parker Business Improvement District

Requirements for this Operating Plan: The Business Improvement District Act, specifically Section 31-25-1211, C.R.S., requires that the Downtown Parker Business Improvement District (the “District”) file an operating plan and proposed budget with the Town Clerk no later than September 30 of each year. This is the operating plan and budget for the remainder of 2023 and for 2024 (the “Operating Plan”).

Under the statute, the Town is to annually approve an operating plan and proposed budget within 30 days of the submittal of all required information, but no later than December 5 of each year.

The District will operate and may carry out any activities permitted under the authorities and powers set forth in the Business Improvement District Act, Section 31-25-1201, et seq., Colorado Revised Statutes, as amended, as further described and limited by this Operating Plan.

What Must Be Included in the Operating Plan: Pursuant to the provisions of the Business Improvement District Act, this Operating Plan specifically identifies (1) the composition of the Board of Directors, (2) the services and improvements to be provided by the District, (3) the taxes, fees, and assessments to be imposed by the District, (4) the estimated principal amount of the bonds to be issued by the District, if any, and (5) such other information as the Town may require.

Purposes: The ongoing purposes of the District are to provide the services as set forth in this Operating Plan to support the commercial businesses within the District and to enhance the Town of Parker business community.

2. BID BOUNDARIES AND SERVICE AREA

BID Boundaries: The District’s boundaries and service area generally encompasses the commercial area east of Parker Road along Main Street, to Pine Drive. A map of the BID’s boundaries and service area, which are coterminous, is attached to this document.

Consistent with the District’s establishing ordinance, personal property is not included in the BID boundaries or service area.

3. ADMINISTRATION, OPERATIONS, AND SERVICES

Services: The BID’s recommended work program includes the activities and priorities outlined below, which were informed by interviews with businesses, property owners, and Downtown Business Alliance (DBA) members. The work program may be adjusted as outreach continues. The services include:

- *Special Events*
 - ✓ Organize and manage seasonal festivals and street fairs
 - ✓ Ongoing events programming
 - ✓ Maintenance services during and after events
- *Physical Improvements & Beautification*
 - ✓ Decorative lighting, banners, public art, and landscaping improvements
 - ✓ Street furniture, lighting, and pedestrian and bike amenities
 - ✓ Maintenance services, including potential snow removal
- *Marketing, Promotions, and Identity*

- ✓ Collaborative advertising and branding
- ✓ Marketing tools for the district, including website, social media, targeted promotions
- *Economic Development*
 - ✓ Business retention & recruitment
 - ✓ Small business support

Program Management Structure: The BID will deliver programs and services for the business community within the BID boundaries who pay into the BID through a mill levy. The BID will have its own board and work program, separate and apart from other business associations in the community. Implementation of the BID's annual work plan and expenditures will be governed by the BID's Board of Directors.

The BID may contract with the existing Downtown Business Alliance (DBA) to execute the work plan. It can also decide to hire staff and carry out the program directly.

BID Governance: The BID Board will consist of 5 members to allow for a diversity of property types, uses, and geography. To the extent practicable, the BID Board will be comprised as follows:

- 3 property owners
- 1 business tenant (non-property owners)
- 1 DBA member

Town Services: BID services will be designed to supplement existing Town services and will be in addition to Town services that are currently provided in Downtown Parker. BID services will not replace any existing Town services. The BID and the Town of Parker may enter into a Base Level of Services Agreement which outlines the frequency and type of services currently being provided within the BID boundaries in order to ensure those services are not diminished once the BID is formed.

BID Term: BIDs in Colorado may be perpetual. However, the Downtown Parker BID will have an initial ten-year term lasting through December 31, 2033. Prior to the end of the initial term, the BID Board shall hold a public hearing on the question of continuing the BID. If following the public hearing the BID Board desires to extend the term of the BID, in the BID Board's discretion, the BID Board shall adopt a resolution requesting the Town Council to extend the term of the BID by a length of time set forth in the resolution, and the term may be extended by resolution of the Town Council. If the BID is not extended beyond the initial term for any reason, it shall be dissolved consistent with the provisions of the Business Improvement District Act.

Addition of Properties to the BID: Additional property outside of the BID boundaries may be added to the BID only after a petition is signed by the property owner(s), filed with the Town of Parker, and approved by the Town Council after public notice and hearing pursuant to C.R.S. § 31-25-1220.

4. FINANCIAL PLAN AND BUDGET

Assessment Methodology: The BID may impose an annual ad valorem property tax mill levy of up to 8.0 mills on all real property in the BID's boundaries (personal property, tax-exempt and non-commercial properties, including residential properties, are exempt from the BID's mill levy). The BID's budget will be based upon the 8.0 mill levy on taxable commercial real property in the BID. For the duration of the BID term there shall be a maximum mill levy rate of 8.0. However, the dollar amount in BID revenue collected annually shall not be capped. Approximately \$114,000 in revenue is expected in Year 1 from the mill levy.

Other Revenues: Pursuant to statute, the BID may also obtain and utilize any other legally available funds such as funds through earned income, grants, and other sources including voluntary contributions from local governments and businesses.

The BID shall not be authorized to issue debt.

2023 and 2024 Operating Budget: See Exhibit D.

EXHIBIT A

List of Current Board Members

1. Tony Mango
2. Tony DeSimone
3. Bryan Zehnder
4. Omar Castillo
5. Denise Haack

EXHIBIT B
Proposed Budget 2023

The BID is to be formed in 2023, and will not have any revenues or expenditures in 2023.

2023 Revenues: \$0

2023 Expenditures: \$0

Proposed Budget 2024

Downtown Parker BID Budget: 2024 Expenditures	Cost
<i>Physical Improvements & Beautification</i>	
Install and maintain landscaping, public art, lighting, banners other physical improvements	\$ 25,000
Sub-Total	\$ 25,000
<i>Events & Promotions</i>	
Contract events coordination	\$ 25,000
Promotions and marketing	\$ 25,000
Sub-Total	\$ 50,000
<i>Economic Development and Business Support</i>	
Collective marketing and advertising	\$ 15,000
Merchandising, business assistance	\$ 10,000
Sub-Total	\$ 25,000
<i>Admin</i>	
District Management, Legal and Accounting	\$ 40,000
Reserve / Contingency	\$10,000
Sub-Total	\$ 50,000
Total	\$150,000

Revenue	Amount
Anticipated Mill Levy Revenue, 2024:	\$ 114,000
<i>Other Anticipated Revenues</i>	\$36,000
Total	\$150,000

EXHIBIT C

Legal Description of the Area within the Downtown Parker Business Improvement District Boundaries and Service Area

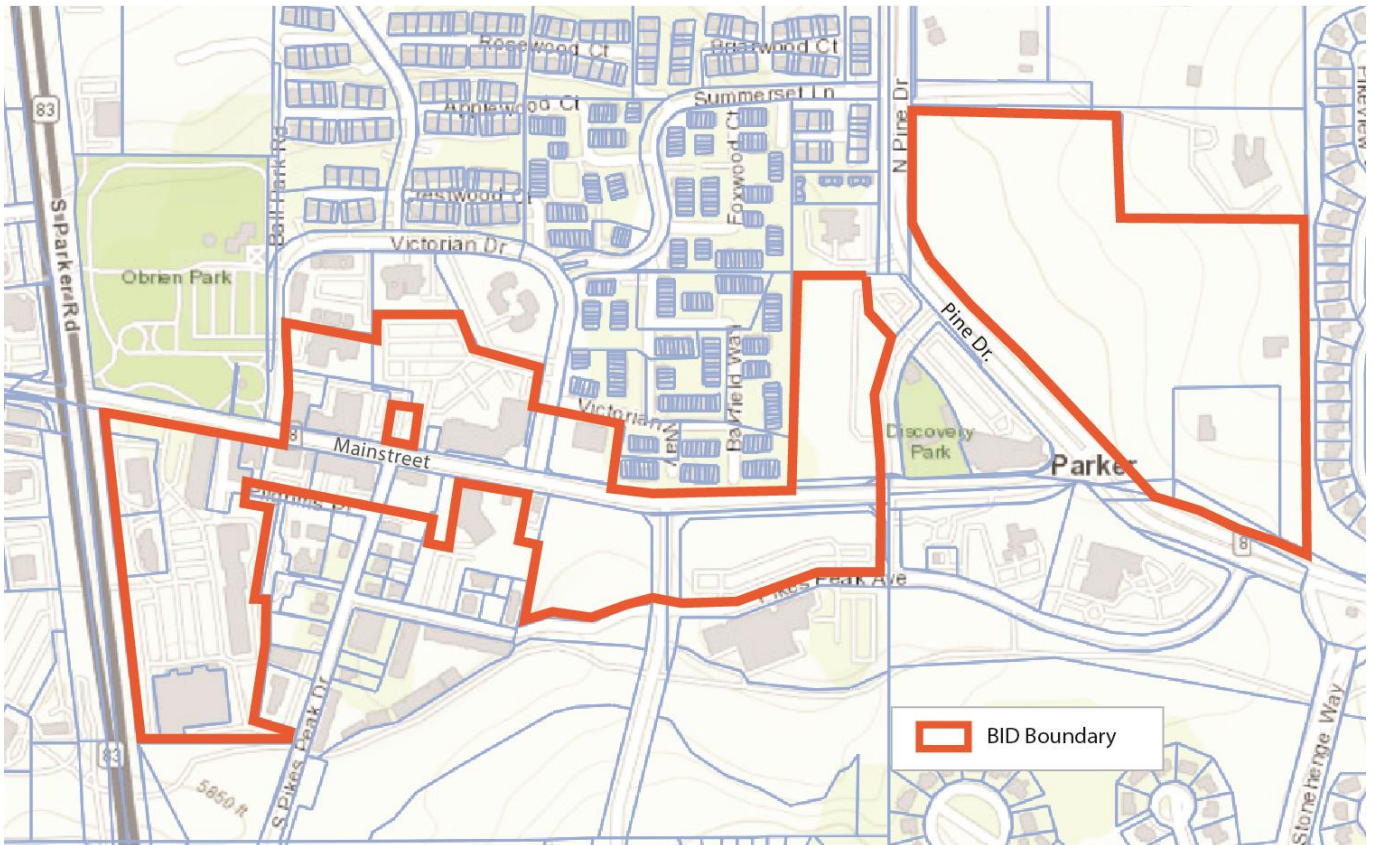
Owner Name	Street Address	Legal Description	Parcel No.
19420 MAIN LLC	19420 E MAINSTREET	LOT 1 PARKER GARAGE 0.22 AM/L	2233-221-18-001
20 MILE CENTRAL LLLP	19553 E MAINSTREET	LOT 2 BLK 1 PARKER CENTRAL AREA FLG 8 4TH AMD 0.908 AM/L	2233-221-03-019
20 MILE CENTRAL LLLP	19501 E MAINSTREET	LOT 1 BLK 1 PARKER CENTRAL AREA FLG 8 4TH AMD 0.387 AM/L	2233-221-03-018
ABDALLA I SULEIMAN	19550 E MAINSTREET	TR IN NE1/4 22-6-66 0.559 AM/L AKA PARCEL 3 TOWN OF PARKER 368-220	2233-221-00-032
ANDREW K CHANOS & MARILYN A CHANOS	19402 E MAINSTREET	TR IN SW1/4NE1/4 22-6-66 .534 AM/L TOWN OF PARKER (23261.04 SF)	2233-221-00-034
BONBECK PARKER LLC	11000 S PARKER RD 105	PT LOT 3 REPLAT OF PARKER CENTRAL AREA #5 0.954 AM/L	2233-221-06-008
BONBECK PARKER LLC	10970 S PARKER RD	MOST LOT 3 REPLAT OF PARKER CENTRAL AREA #5 7.715 AM/L	2233-221-06-007
CD PARKER LLC	No official address listed	PART TRACT IN W1/2NW1/4 23-6-66 24.173 AM/L RLTD\MTD R0619269 R0619271 & R0619276 (PT PINE CURVE PROPERTY)	2233-232-00-027
CD PARKER LLC	No official address listed	LOT 4 MAINSTREET & PINE MARKETPLACE 4TH AMD	2233-221-14-005
CD PARKER LLC	No official address listed	LOT 2B CIVIC CENTER 1 2ND AMD EXEMPTION	2233-221-15-004
CD PARKER LLC	No official address listed	LOT 2A CIVIC CENTER 1 2ND AMD EXEMPTION 1.418 AM/L	2233-221-15-003
CD PARKER LLC	19801 E MAINSTREET	LOT 1A1 PARKER CENTRAL AREA 1 AMD 2 0.911 AM/L	2233-221-20-001
CD PARKER LLC	19640 E MAINSTREET	LOT 1B MAINSTREET CENTER 1ST AMD 0.344 AM/L	2233-221-19-004
CD PARKER LLC	No official address listed	PART TRACT IN W1/2NW1/4 23-6-66 AKA PT UNBUILT ROW IN ROWLEY DOWNS 0.46 AM/L RLTD\MTD R0619269 R0619271 & R0619274 (PT PINE CURVE PROPERTY)	2233-232-00-029
FIRST NATIONAL BANK OF PARKER	10900 S PARKER RD	LOT 1 BLK 1 PARKER CENTRAL AREA #5 REPLAT 0.9158 AM/L	2233-221-06-001
H & A EDUCATIONAL ENTERPRISES LLC	10750 VICTORIAN DR	LOT 4 PARKER CENTRAL AREA 8 1ST AMD REPLAT OF LOT 3 1.00 AM/L	2233-221-03-006
JERRY R COOPER & BETTY L COOPER LIVING TRUST	19600 E MAINSTREET	LOT 1 PARKER MAINSTREET STUDIO 1 0.52 AM/L	2233-221-21-001
MCDONALDS USA LLC	10950 S PARKER RD	LOT 2 BLK 1 PARKER CENTRAL AREA #5 REPLAT 0.701 AM/L	2233-221-06-002

Owner Name	Street Address	Legal Description	Parcel No.
MOUNTAIN ELK RIDGE LLC, and CAIS FUTURES LLC	19751 E MAINSTREET	LOT 3 BLK 1 PARKER CENTRAL AREA FLG 8 4TH AMD 3.996 AM/L	2233-221-03-020
MOUNTAIN ELK RIDGE LLC, and CAIS FUTURES LLC	No official address listed	TR IN NE1/4 22-6-66. 0.072 AM/L TOWN OF PARKER	2233-221-00-011
PARKER ACQUISITION LLC	No official address listed	TRACT A-1 PARKER TOWN CENTER FIRST AMENDMENT EXEMPTION 3.055 AM/L	2233-221-07-010
PARKER MAINSTREET EXCHANGE LLC	19590 E MAINSTREET 110	2 TRACTS IN NE1/4 22-6-66 0.693 AM/L TOWN OF PARKER	2233-221-22-001
THOM COOK & ASSOCIATES LLC	19690 E MAINSTREET	LOT 2 MAINSTREET CENTER 0.226 AM/L	2233-221-19-002

Note: the above property information was accessed through the Douglas County Assessor's office online portal and is current as of May 15, 2023.

EXHIBIT D

Map of the Area within the Downtown Parker Business Improvement District Boundaries and Service Area





Request for Town Council Action

Date: August 7, 2023

Submitted By: Kristin Hoffmann, Town Attorney

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 13.112 - First Reading**
A Bill for an Ordinance to Organize the Chambers Commercial Center Business Improvement District; to Provide for an Election of the Board of Directors of the District and Appoint the Initial Directors Thereto; and Approve the 2023-2024 Operating Plan and Budget for the District
Department: Town Attorney, Kristin Hoffmann
Second Reading: August 21, 2023

EXECUTIVE SUMMARY

This ordinance declares that the Chambers Commercial Center Business Improvement District is organized; provides for an elected board; appoints the initial members of the board; and approves the 2023-2024 operating plan and budget for the district.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Formation of a business improvement district is initiated through the filing of a petition with the Town Clerk. A petition to form the Chambers Commercial Center Business Improvement District was filed with the Town Clerk on July 18, 2023. The petition must be signed by persons who own real or personal property in the service area of the proposed district having a valuation for assessment of not less than 50% of the valuation for assessment of all real and personal property in the proposed service area and who own at least 50% of the acreage in the proposed district. The Town Clerk has determined that the petition was signed by persons who own real property and personal property in the service area having 64.4% of the valuation for assessment of all real and personal property in the proposed service area and who own 67.8% of the acreage in the proposed district. At the time of the receipt of the petition for organization, the proposed BID did not contain any personal property within its boundaries.

Pursuant to State law, the Chambers Commercial Center BID has determined to include both real property and personal property within the boundaries of the district. For informational purposes, state law allows that the a BID can include "contiguous or noncontiguous tracts or parcels of commercial property" (31-25-1208(1)). State law defines commercial property as "any taxable real or personal property which is not classified for property tax purposes as either residential or agricultural." (31-25-1203).

The Town Council, as soon as possible after the filing of the petition, shall fix by order the place and time, not less than 20 days nor more than 40 days thereafter, for a hearing. The Town Council will adopt a resolution on August 7, 2023, setting the public hearing for August 21, 2023. The Town Clerk will publish notice of the hearing and mail notice by first class mail to each property owner within the proposed service area and boundaries of the district to their last known address as disclosed by the tax records.

At the hearing, the Town Council will ascertain from the tax rolls the total value of the taxable real and personal property and determine whether the petition was signed by sufficient owners. If the petition is duly signed, the allegations of the organization petition are true, and the services and improvements to be provided best satisfy the purposes of the Act, the Town Council adopts an ordinance declaring the district organized.

The petition proposes, and the ordinance provides for, an elected board with the following individuals proposed to serve as the initial board of directors. The initial members of the board of directors of the district are Grant Nelson, Andrew Trietley, Joshua Brgoch, Thomas Clark and Dalton Horan.

An operating plan and budget must be filed with the Town by September 30 of each year. The ordinance approves the operating plan and budget attached to the petition.

FINANCIAL IMPACT

None to the Town. The district must hold an election before issuing debt or imposing any taxes on properties included within the district.

STRATEGIC GOAL(S)



ATTACHMENTS

1. Ordinance No. 13.112
2. Petition_Chambers Commercial BID
3. 2023-2024 Operating Plan and Budget - Chambers Commercial Center BID

RECOMMENDED MOTION

I move to approve Ordinance No. 13.112 on first reading and to schedule second reading for August 21, 2023, as part of the consent agenda.

ORDINANCE NO. 13.112, Series of 2023

TITLE: A BILL FOR AN ORDINANCE TO ORGANIZE THE CHAMBERS COMMERCIAL CENTER BUSINESS IMPROVEMENT DISTRICT; TO PROVIDE FOR AN ELECTION OF THE BOARD OF DIRECTORS OF THE DISTRICT AND APPOINT THE INITIAL DIRECTORS THERETO; AND APPROVE THE 2023-2024 OPERATING PLAN AND BUDGET FOR THE DISTRICT

WHEREAS, the Town Council (the “Town Council”) of the Town of Parker, Colorado (the “Town”), has received a petition for the organization of the Chambers Commercial Center Business Improvement District within the Town (the “District”); and

WHEREAS, based upon the petition for organization (the “Petition”) and other evidence presented to the Town Council, the Petition has been signed in conformity with the Business Improvement District Act, Section 31-25-1201, *et seq.*, C.R.S. (the “Act”), the signatures on the Petition are genuine, and the signatures of the petitioners represent the persons who own real or personal property in the service area of the proposed District having a valuation for assessment of not less than fifty percent of the valuation for assessment of all real and personal property in the service area of the proposed District and who own at least fifty percent of the acreage in the proposed District; and

WHEREAS, the petitioners have also caused a copy of the District’s 2023 - 2024 Operating Plan and Budget (the “Operating Plan”) to be submitted at the same time as the Petition; and

WHEREAS, all non-commercial property within the boundaries of the District, if any, as required by Section 31-25-1208, C.R.S., are excluded; and

WHEREAS, the petitioners of the proposed District request that the Town designate the territory within the service area of the proposed District as a location for new business or commercial development under Section 31-25-1203(10), C.R.S.; and

WHEREAS, the Petition contains the items required by statute including, among other things:

(a) The name of the proposed District, which is to wit: “Chambers Commercial Center Business Improvement District”;

(b) The proposed District boundaries and service area are generally located northeast of the intersection of S. Chambers Road and Hess Road in the Town of Parker, Douglas County, Colorado. The District boundaries are the territory of the commercial property, as defined in the Business Improvement District Act, within the above service area;

(c) A general description of the types of services or improvements or both to be provided by the proposed District;

(d) The names of three persons to represent the petitioners and who have the power to enter into agreements relating to the organization of the District;

(e) A request that the Town Council appoint the initial members of the Board of Directors and provide for election of subsequent members of the Board of Directors of the District pursuant to Section 31-25-1209(1)(d), C.R.S.;

(f) A request that the Town Council approve the Operating Plan;

(g) A request that the Town Council approve the organization of the District; and

WHEREAS, the Town Council has determined that the allegations of the Petition are true; and

WHEREAS, the Petition provided that, upon the request of the Town Council, the petitioners for the proposed District will execute a bond or provide a cash deposit sufficient to cover all expenses anticipated to be incurred by the Town in connection with the proceedings in case the organization of the proposed District is not effected and such requirement, if any, has been met; and

WHEREAS, the service area of the proposed District is located entirely within the Town and is a location for new business or commercial development; and

WHEREAS, the Town Council has determined that the types of services or improvements to be provided by the proposed District are of the type which best satisfy the purposes of the Act; and

WHEREAS, the Town Council has held and concluded a public hearing on August 21, 2023 at 7:00 p.m. following due notice of such hearing as required by law.

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

Section 1. The foregoing recitals are incorporated herein by reference and adopted as findings and determinations of the Town Council.

Section 2. Pursuant to its authority to organize business improvement districts under the Act, and specifically Section 31-25-1207(5), C.R.S., the Town Council, as the governing body of the Town, hereby adjudicates all questions of jurisdiction to find that jurisdiction is vested in the Town Council to organize the business improvement district described in the Petition submitted by the petitioners for the District.

Section 3. The District is hereby created, organized, and established for the purposes and shall have the powers set forth in the Act, except as otherwise modified in this ordinance. All services and improvements the District will provide shall be undertaken in accordance with the Act and the District's operating plan, as the same may be amended from time to time.

Section 4. The Town Council hereby declares the area within the District to be a location designated by the Town as a location for new business or commercial development, which shall have the service area and boundaries set forth in the attached **Exhibit A**. The District may provide services and improvements inside and outside of its service area and boundaries as set forth in the District's operating plan. Inclusion and exclusion of property into or from the District shall be completed as provided in the Act.

Section 5. The District shall be a quasi-municipal corporation and political subdivision of the State of Colorado with all powers and responsibilities thereof. The District shall hereafter have the corporate name specified in the Petition: Chambers Commercial Center Business Improvement District.

Section 6. Pursuant to Section 31-25-1209(1)(d), C.R.S., the Town Council may provide by ordinance that the members of the Board of Directors of the District (the "Board") shall be elected by the electors of the District after the initial appointment of the Board by the Town Council. The initial five (5) members of the Board of the District are hereby appointed and will be:

- 1) Grant Nelson
- 2) Andrew Trietley
- 3) Joshua Brgoch
- 4) Thomas Clark
- 5) Dalton Horan

Subsequent members of the Board will be elected pursuant to Section 31-25-1209(1)(d), C.R.S., and thereafter at regular elections pursuant to the laws of the State of Colorado and the Operating Plan. The Board members shall be electors of the District, as that term is defined at Section 31-25-1203(4)(a), C.R.S. The term of office for the members shall be four (4) years and as otherwise provided pursuant to Article 1 of Title 32, C.R.S.

Section 7. Each member of the Board, within thirty days after his or her election or appointment to fill a vacancy, except for good cause shown, shall appear before an officer or other person authorized to administer oaths and take an oath that he or she will faithfully perform the duties of his or her office as required by law and will support the constitution of the United States, the constitution of the state of Colorado, and the laws made pursuant thereto. The Board shall carry out the responsibilities required of such Board by the Act and other applicable law.

Section 8. In accordance with Section 31-25-1211, C.R.S., the 2023 - 2024 Operating Plan and Budget is hereby approved. Beginning in 2024 (for use in 2025) and each year thereafter, an annual operating plan and budget will be submitted to the Town Clerk on or before September 30 of each year for the approval of the Town Council, in accordance with Section 31-25-1211, C.R.S. The District is authorized to proceed with an election in November 2023.

Section 9. The actions of the Town Clerk, in setting and providing public notice of the public hearing on the Petition, in furtherance hereof are hereby ratified and confirmed.

Section 10. All acts, orders, resolutions, ordinances, or parts thereof, in conflict with this Ordinance are hereby repealed, except that this section shall not be construed so as to revive any act, order, resolution, or ordinance, or part thereof previously repealed.

Section 11. 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 12. 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 13. This Ordinance shall become effective ten (10) days after final publication.

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2023.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2023.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Kristin Hoffmann, Town Attorney

EXHIBIT A

Legal Description of the Service Area and Boundaries of the Chambers Commercial Center Business Improvement District

LOTS 1-9, 10A, 11A, TRACTS A AND B, DOUGLAS 234 FILING NO. 6, COUNTY OF DOUGLAS, STATE OF COLORADO,

ALSO DESCRIBED AS FOLLOWS:

A PART OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 29, WHENCE THE SOUTHEAST CORNER OF SAID SECTION 29 BEARS NORTH 89°15'13" EAST A DISTANCE OF 2639.25 FEET, SAID LINE FORMING THE BASIS OF BEARINGS FOR THIS DESCRIPTION; THENCE NORTH 89°15'13" EAST ALONG THE SOUTHERLY LINE OF SOUTHEAST QUARTER OF SECTION 29, A DISTANCE OF 527.04 FEET; THENCE NORTH 00°44'47" WEST A DISTANCE OF 62.64 FEET TO THE NORTHERLY LINE OF HESS ROAD AND THE POINT OF BEGINNING.

THENCE NORTH 53°05'57" WEST A DISTANCE OF 77.99 FEET;
THENCE NORTH 10°51'05" WEST ALONG A LINE TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 170.63 FEET;
THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT A DISTANCE OF 563.43 FEET THROUGH A CENTRAL ANGLE OF 10°27'51" HAVING A RADIUS OF 3085.00 FEET AND A CHORD BEARING NORTH 16°05'00" WEST AND A DISTANCE OF 562.65 FEET;
THENCE NORTH 21°50'47" EAST ALONG A LINE NON-TANGENT WITH THE PREVIOUSLY DESCRIBED CURVE A DISTANCE OF 15.32 FEET;
THENCE NORTH 67°44'14" EAST ALONG A LINE NON-TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 288.93 FEET;
THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT A DISTANCE OF 17.48 FEET THROUGH A CENTRAL ANGLE OF 21°32'17" HAVING A RADIUS OF 46.50 FEET AND A CHORD BEARING SOUTH 77°57'51" EAST AND A DISTANCE OF 17.38 FEET TO A POINT OF REVERSE CURVE;
THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT A DISTANCE OF 136.49 FEET THROUGH A CENTRAL ANGLE OF 110°55'25" HAVING A RADIUS OF 70.50 FEET AND A CHORD BEARING NORTH 57°20'35" EAST AND A DISTANCE OF 116.15 FEET TO A POINT ON A CURVE;
THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT A DISTANCE OF 9.00 FEET THROUGH A CENTRAL ANGLE OF 17°11'35" HAVING A RADIUS OF 30.00 FEET AND A CHORD BEARING NORTH 60°09'45" EAST AND A DISTANCE OF 8.97 FEET TO A POINT OF COMPOUND CURVE;
THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT A DISTANCE OF 200.37

FEET THROUGH A CENTRAL ANGLE OF $11^{\circ}48'18''$ HAVING A RADIUS OF 972.50 FEET AND A CHORD BEARING NORTH $74^{\circ}39'41''$ EAST AND A DISTANCE OF 200.02 FEET;

THENCE SOUTH $08^{\circ}15'28''$ EAST ALONG A LINE NON-TANGENT WITH THE PREVIOUSLY DESCRIBED CURVE A DISTANCE OF 107.11 FEET;

THENCE SOUTH $66^{\circ}27'14''$ EAST A DISTANCE OF 195.03 FEET;

THENCE SOUTH $01^{\circ}02'54''$ EAST A DISTANCE OF 790.17 FEET;

THENCE SOUTH $87^{\circ}46'51''$ WEST A DISTANCE OF 547.23 FEET TO THE POINT OF BEGINNING.

COUNTY OF DOUGLAS, STATE OF COLORADO.

WARNING:
IT IS AGAINST THE LAW:

JUL 25 2023

TOWN CLERK

TOWN OF PARKER

For anyone to sign this petition with any name other than one's own or to knowingly sign one's name more than once for the same measure or to knowingly sign the petition when not eligible to do so.

Do not sign this petition unless you are a person who owns real or personal property in the service area of the proposed district.

Do not sign this petition unless you have read and have had read to you the petition in its entirety and understand its meaning.

PETITION FOR THE ORGANIZATION
OF THE CHAMBERS COMMERCIAL CENTER
BUSINESS IMPROVEMENT DISTRICT WITHIN THE
TOWN OF PARKER, COLORADO

The undersigned owners of taxable real or personal property within the proposed service area described in **Exhibit A**, attached hereto and made a part hereof, (the "Service Area"), hereby petition the Mayor and Town Council of the Town of Parker (the "Town") for the organization of the **Chambers Commercial Center Business Improvement District** (the "District") in accordance with the provisions of the Business Improvement District Act, Part 12 of Article 25 of Title 31, C.R.S. In support of this Petition, Petitioners state:

(a) The name of the District shall be the Chambers Commercial Center Business Improvement District.

(b) A description of the boundaries and service area of the District are in the attached **Exhibit A**. The service area shall be the commercial property within these general boundaries. Pursuant to Section 31-12-1203(10), C.R.S., the proposed service area includes property that the Petitioners request that the Town, following a notice and a public hearing, designate as a location for new business or commercial development.

(c) A general description of the types of services or improvements or both to be provided by the District includes, but is not limited to:

The acquisition, construction, completion, installation, replacement and/or operation and maintenance of all of the services and improvements allowed under Colorado law for business improvement districts, including "Improvements" as that term is defined in Section 31-25-1203(5), C.R.S., services as described in Section 31-25-1212(1)(f), C.R.S., and other powers granted to such districts under Section 31-25-1212, C.R.S.

(d) The names of three persons to represent the Petitioners, who have the power to enter into agreements relating to the organization of the District are:

1. Andrew Trietley
2. Grant Nelson
3. Joshua Brgoch

**WARNING:
IT IS AGAINST THE LAW:**

For anyone to sign this petition with any name other than one's own or to knowingly sign one's name more than once for the same measure or to knowingly sign the petition when not eligible to do so.

Do not sign this petition unless you are a person who owns real or personal property in the service area of the proposed district.

Do not sign this petition unless you have read and have had read to you the petition in its entirety and understand its meaning.

(e) Pursuant to Section 31-25-1205(2), C.R.S., this petition is signed by persons who own real or personal property in the service area of the District having a valuation for assessment of not less than fifty percent (50%) of the valuation for the assessment of all real and personal property in the service area of the District, and who own at least fifty percent (50%) of the acreage in the District.

(f) Pursuant to Section 31-25-1205(3), C.R.S., if required by the Town, this petition is accompanied by a bond with security provided by the governing body or a cash deposit sufficient to cover all expenses connected with the proceedings in case the organization of the District is not effected. If at any time during the organization proceedings the governing body determines that the bond first executed or the amount of the cash deposited is insufficient in amount, it may require the Petitioners to execute an additional bond or the deposit of additional cash within a time to be fixed, not less than ten (10) days thereafter, and Petitioners acknowledge that upon failure of the Petitioners to file or deposit the same, the Petition may be dismissed.

(g) Pursuant to Section 31-25-1209(1)(d), C.R.S., the Town may provide by ordinance for an initial board of directors of the District consisting of five (5) members. Petitioners request that the Town appoint the initial board of directors for the District after which the positions on the board of directors shall be elected starting with an election on November 7, 2023. Petitioners requests that the Town pass such an ordinance and that the initial board of directors be the following electors of the District:

1. Grant Nelson
2. Andrew Trietley
3. Joshua Brgoch
4. Thomas Clark
5. Dalton Horan

Each member shall fulfill all statutory requirements prior to undertaking official duties.

(h) The commercial property owners of the District request that the Town, after public notice and hearing, designate the territory within the District as a location for new business or commercial development under Section 31-25-1203(10), C.R.S.

(i) Pursuant to Section 31-25-1213, C.R.S., the board of directors of the District shall have the power to issue indebtedness and to levy and collect ad valorem taxes on and against all taxable commercial property within the boundaries of the District in an amount authorized by election and allowed by the operating plan and budget to be approved by the Town. The board of

**WARNING:
IT IS AGAINST THE LAW:**

For anyone to sign this petition with any name other than one's own or to knowingly sign one's name more than once for the same measure or to knowingly sign the petition when not eligible to do so.

Do not sign this petition unless you are a person who owns real or personal property in the service area of the proposed district.

Do not sign this petition unless you have read and have had read to you the petition in its entirety and understand its meaning.

directors shall, in accordance with Sections 31-25-1214 and 39-5-128, C.R.S., certify the mill levy to the Douglas County Board of County Commissioners as appropriate.

(j) The board of directors of the District shall have all other powers as may be necessary, convenient, and authorized by statute set forth in the operating plan and budget of the District. The District shall file its operating plan and budget by September 30 of each year for approval by the Town as provided by Section 31-25-1211, C.R.S.

[Remainder of page intentionally left blank]

**WARNING:
IT IS AGAINST THE LAW:**

For anyone to sign this petition with any name other than one's own or to knowingly sign one's name more than once for the same measure or to knowingly sign the petition when not eligible to do so.
Do not sign this petition unless you are a person who owns real or personal property in the service area of the proposed district.
Do not sign this petition unless you have read and have had read to you the petition in its entirety and understand its meaning.

THEREFORE, Petitioners respectfully request that the Town approve the organization of the Chambers Commercial Center Business Improvement District and adopt the ordinance and take the actions requested in the petition to provide for its effective and efficient operation.

PETITIONERS:

VR SLICEROO LLC,
a Colorado limited liability company

By: _____

Name: Darwin Horan

Its: MANAGER

AFFIDAVIT OF AUTHORITY

I, Darwin Horan, do solemnly swear or affirm that I am the MANAGER of **VR SLICEROO LLC**, a Colorado limited liability company, the record owner of property located within the service area of the proposed Chambers Commercial Center Business Improvement District, as more particularly described in the foregoing Petition, that I signed the Petition for the formation of said District on behalf of the owner of said property, and that I am authorized to sign the Petition on behalf of the said owner.

Date: JULY 17, 2023

Signature: _____

Darwin Horan

STATE OF COLORADO)

) ss.

COUNTY OF ARAPAHOE)

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 17th day of JULY, 2023, by Darwin Horan of **VR SLICEROO LLC**, a Colorado limited liability company.

My commission expires: 11.13 2024

Notary Public

[SEAL]

ALANA WESTER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20204039896
MY COMMISSION EXPIRES NOVEMBER 13, 2024

**WARNING:
IT IS AGAINST THE LAW:**

For anyone to sign this petition with any name other than one's own or to knowingly sign one's name more than once for the same measure or to knowingly sign the petition when not eligible to do so.
Do not sign this petition unless you are a person who owns real or personal property in the service area of the proposed district.
Do not sign this petition unless you have read and have had read to you the petition in its entirety and understand its meaning.

CD CHAMBERS & HESS LLC,
an Arizona limited liability Company

By: BZurek

Name: Brian Zurek

Its: Manager

AFFIDAVIT OF AUTHORITY

I, Brian Zurek, do solemnly swear or affirm that I am the Manager of **CD CHAMBERS & HESS LLC**, a _____, the record owner of property located within the service area of the proposed Chambers Commercial Center Business Improvement District, as more particularly described in the foregoing Petition, that I signed the Petition for the formation of said District on behalf of the owner of said property, and that I am authorized to sign the Petition on behalf of the said owner.

Date: July 25 2023

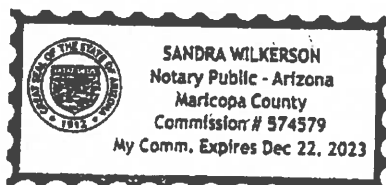
Signature: BZurek

STATE OF ARIZONA)
~~COLORADO~~) ss.
COUNTY OF MARICOPA)

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 25th day of July, 2023, by Brian Zurek of **CD CHAMBERS & HESS LLC**, a Arizona limited liability Company.

My commission expires: 12-22-2023

[SEAL]



Sandra Wilkerson
Notary Public

**WARNING:
IT IS AGAINST THE LAW:**

**For anyone to sign this petition with any name other than one's own or to knowingly sign one's name more than once for the same measure or to knowingly sign the petition when not eligible to do so.
Do not sign this petition unless you are a person who owns real or personal property in the service area of the proposed district.
Do not sign this petition unless you have read and have had read to you the petition in its entirety and understand its meaning.**

TWIN STAR ENERGY, LLC,
a Colorado limited liability company

By: _____

Name: _____

Its: _____

AFFIDAVIT OF AUTHORITY

I, _____, do solemnly swear or affirm that I am the
_____ of **TWIN STAR ENERGY, LLC**, a Colorado limited liability
company, the record owner of property located within the service area of the proposed Chambers
Commercial Center Business Improvement District, as more particularly described in the
foregoing Petition, that I signed the Petition for the formation of said District on behalf of the
owner of said property, and that I am authorized to sign the Petition on behalf of the said owner.

Date: _____ Signature: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to, and acknowledged before me this
_____ day of _____, 2023, by _____ of **TWIN STAR
ENERGY, LLC**, a Colorado limited liability company.

My commission expires: _____

[SEAL]

Notary Public

**WARNING:
IT IS AGAINST THE LAW:**

For anyone to sign this petition with any name other than one's own or to knowingly sign one's name more than once for the same measure or to knowingly sign the petition when not eligible to do so.

Do not sign this petition unless you are a person who owns real or personal property in the service area of the proposed district.

Do not sign this petition unless you have read and have had read to you the petition in its entirety and understand its meaning.

MCDONALDS REAL ESTATE COMPANY,
a Delaware corporation

By: _____

Name: _____

Its: _____

AFFIDAVIT OF AUTHORITY

I, _____, do solemnly swear or affirm that I am the
_____ of **MCDONALDS REAL ESTATE COMPANY**, a Delaware
corporation, the record owner of property located within the service area of the proposed Chambers
Commercial Center Business Improvement District, as more particularly described in the
foregoing Petition, that I signed the Petition for the formation of said District on behalf of the
owner of said property, and that I am authorized to sign the Petition on behalf of the said owner.

Date: _____ Signature: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to, and acknowledged before me this
_____ day of _____, 2023, by _____ of
MCDONALDS REAL ESTATE COMPANY, a Delaware corporation.

My commission expires: _____

[SEAL]

Notary Public

**For anyone to sign this petition with any name other than one's own or to knowingly sign one's name more than once for the same measure or to knowingly sign the petition when not eligible to do so.
Do not sign this petition unless you are a person who owns real or personal property in the service area of the proposed district.
Do not sign this petition unless you have read and have had read to you the petition in its entirety and understand its meaning.**

Its: _____

DN 7910986.1

**WARNING:
IT IS AGAINST THE LAW:**

For anyone to sign this petition with any name other than one's own or to knowingly sign one's name more than once for the same measure or to knowingly sign the petition when not eligible to do so.

Do not sign this petition unless you are a person who owns real or personal property in the service area of the proposed district.

Do not sign this petition unless you have read and have had read to you the petition in its entirety and understand its meaning.

EXHIBIT A

**Legal Description of the Area within the
Chambers Commercial Center Business Improvement District**

LOTS 1-9, 10A, 11A, TRACTS A AND B, DOUGLAS 234 FILING NO. 6, COUNTY OF DOUGLAS, STATE OF COLORADO,

ALSO DESCRIBED AS FOLLOWS:

A PART OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 29, WHENCE THE SOUTHEAST CORNER OF SAID SECTION 29 BEARS NORTH 89°15'13" EAST A DISTANCE OF 2639.25 FEET, SAID LINE FORMING THE BASIS OF BEARINGS FOR THIS DESCRIPTION; THENCE NORTH 89°15'13" EAST ALONG THE SOUTHERLY LINE OF SOUTHEAST QUARTER OF SECTION 29, A DISTANCE OF 527.04 FEET; THENCE NORTH 00°44'47" WEST A DISTANCE OF 62.64 FEET TO THE NORTHERLY LINE OF HESS ROAD AND THE POINT OF BEGINNING.

THENCE NORTH 53°05'57" WEST A DISTANCE OF 77.99 FEET;
THENCE NORTH 10°51'05" WEST ALONG A LINE TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 170.63 FEET;

THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT A DISTANCE OF 563.43 FEET THROUGH A CENTRAL ANGLE OF 10°27'51" HAVING A RADIUS OF 3085.00 FEET AND A CHORD BEARING NORTH 16°05'00" WEST AND A DISTANCE OF 562.65 FEET;

THENCE NORTH 21°50'47" EAST ALONG A LINE NON-TANGENT WITH THE PREVIOUSLY DESCRIBED CURVE A DISTANCE OF 15.32 FEET;

THENCE NORTH 67°44'14" EAST ALONG A LINE NON-TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 288.93 FEET;

THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT A DISTANCE OF 17.48 FEET THROUGH A CENTRAL ANGLE OF 21°32'17" HAVING A RADIUS OF 46.50 FEET AND A CHORD BEARING SOUTH 77°57'51" EAST AND A DISTANCE OF 17.38 FEET TO A POINT OF REVERSE CURVE;

THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT A DISTANCE OF

**WARNING:
IT IS AGAINST THE LAW:**

For anyone to sign this petition with any name other than one's own or to knowingly sign one's name more than once for the same measure or to knowingly sign the petition when not eligible to do so.

Do not sign this petition unless you are a person who owns real or personal property in the service area of the proposed district.

Do not sign this petition unless you have read and have had read to you the petition in its entirety and understand its meaning.

136.49 FEET THROUGH A CENTRAL ANGLE OF $110^{\circ}55'25''$ HAVING A RADIUS OF 70.50 FEET AND A CHORD BEARING NORTH $57^{\circ}20'35''$ EAST AND A DISTANCE OF 116.15 FEET TO A POINT ON A CURVE;

THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT A DISTANCE OF 9.00 FEET THROUGH A CENTRAL ANGLE OF $17^{\circ}11'35''$ HAVING A RADIUS OF 30.00 FEET AND A CHORD BEARING NORTH $60^{\circ}09'45''$ EAST AND A DISTANCE OF 8.97 FEET TO A POINT OF COMPOUND CURVE;

THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT A DISTANCE OF 200.37 FEET THROUGH A CENTRAL ANGLE OF $11^{\circ}48'18''$ HAVING A RADIUS OF 972.50 FEET AND A CHORD BEARING NORTH $74^{\circ}39'41''$ EAST AND A DISTANCE OF 200.02 FEET;

THENCE SOUTH $08^{\circ}15'28''$ EAST ALONG A LINE NON-TANGENT WITH THE PREVIOUSLY DESCRIBED CURVE A DISTANCE OF 107.11 FEET;

THENCE SOUTH $66^{\circ}27'14''$ EAST A DISTANCE OF 195.03 FEET;

THENCE SOUTH $01^{\circ}02'54''$ EAST A DISTANCE OF 790.17 FEET;

THENCE SOUTH $87^{\circ}46'51''$ WEST A DISTANCE OF 547.23 FEET TO THE POINT OF BEGINNING.

COUNTY OF DOUGLAS, STATE OF COLORADO.

**2023 - 2024 OPERATING PLAN AND
BUDGET**

**CHAMBERS
COMMERCIAL
CENTER BUSINESS
IMPROVEMENT
DISTRICT**

Town of Parker, Douglas County, Colorado

TABLE OF CONTENTS

1.	PURPOSE AND SCOPE OF THIS DISTRICT	1
	A. Requirement for this Operating Plan.....	1
	B. What Must Be Included in the Operating Plan?.....	1
	C. Purposes	1
	D. Ownership of Property or Major Assets.	1
	E. Contracts and Agreements.....	1
2.	ORGANIZATION AND COMPOSITION OF THE BOARD OF DIRECTORS	2
	A. Organization.....	2
	B. Governance.....	2
	C. Current Board.....	2
	D. Term Limits.....	2
	E. Advisory Board.	2
3.	BOUNDARIES, INCLUSIONS AND EXCLUSIONS	2
4.	PUBLIC IMPROVEMENTS.....	2
5.	ADMINISTRATION, OPERATIONS, SERVICES AND MAINTENANCE	3
6.	FINANCIAL PLAN AND BUDGET.....	3
	A. 2023 - 2024 Budget.....	3
	B. Authorized Indebtedness	3
	C. Property Tax and Mill Levy Caps	3
	D. District Revenues.	4
	E. Existing Debt Obligations.	4
	F. Future Debt Obligations	4
	G. Other Financial Obligations	4
	H. Non-Default Provisions.....	4
	I. District Debt.	4
7.	2023 - 2024 ACTIVITIES, PROJECTS AND CHANGES	4
	A. Activities.....	4
	B. Projects and Public Improvements	4
8.	DISSOLUTION	4
9.	CONCLUSION.....	4

EXHIBIT A – Director and Other Contact Information
EXHIBIT B – Legal Description of District Boundaries
EXHIBIT C – Boundary Map
EXHIBIT D – 2023 - 2024 Budget

2023 - 2024
OPERATING PLAN AND BUDGET FOR THE
CHAMBERS COMMERCIAL CENTER
BUSINESS IMPROVEMENT DISTRICT

1. PURPOSE AND SCOPE OF THIS DISTRICT

A. Requirement for this Operating Plan and Budget. The Business Improvement District Act, specifically Section 31-25-1211, Colorado Revised Statutes (C.R.S.), requires that the Chambers Commercial Center Business Improvement District (the “District”) file an operating plan and budget with the Town Clerk no later than September 30 of each year.

Under the Business Improvement District Act, the Town is to approve the operating plan and budget within 30 days of the submittal of all required information.

The District will operate under the authorities and powers allowed under the Business Improvement District Act, Section 31-25-1201, *et seq.*, C.R.S., as amended (the “Act”), as further described and limited by this Operating Plan.

B. What Must Be Included in the Operating Plan? Pursuant to the provisions of the Act, this Operating Plan specifically identifies: (1) the composition of the Board of Directors; (2) the services and improvements to be provided by the District; (3) the taxes, fees, and assessments to be imposed by the District; (4) the estimated principal amount of the bonds to be issued by the District; and (5) such other information as the Town may require.

This Operating Plan and any subsequent Operating Plans that the Town approves will be incorporated herein by reference and shall remain in full force and effect except as specifically or necessarily modified hereby in future Operating Plans approved by the Town.

C. Purposes. The ongoing and/or contemplated purposes of this District include financing, acquisition, construction, completion, installation, replacement and/or operation and maintenance of all of the services and public improvements allowed under Colorado law for business improvement districts.

D. Ownership of Property or Major Assets. The District will own public improvements as constructed if such improvements are not otherwise dedicated to and accepted by other public entities for operation and maintenance. It is anticipated that some of the public improvements may be dedicated to the Town as required and agreed to by the Town.

E. Contracts and Agreements. It is anticipated that the District will enter into various agreements as required to facilitate the funding, construction, operation, and maintenance of public improvements. The District is not currently a party to any significant active contracts or agreements.

2. ORGANIZATION AND COMPOSITION OF THE BOARD OF DIRECTORS

A. Organization. Pursuant to the Petition for Organization for the District, the petitioners have requested the Town of Parker organize the District.

B. Governance. Pursuant to Section 31-25-1209(1)(d), C.R.S., the Town hereby appoints the initial board of directors for the District, which shall have up to five members. Each member shall be an elector of the District. The Town will appoint the initial board of directors for the District, after which the positions on the board shall be elected at the next regular election.

C. Current Board. The District will be managed by a board of directors consisting of five electors all of whom shall be voting members. The proposed initial five board members are:

- 1) Grant Nelson
- 2) Andrew Trietley
- 3) Joshua Brgoch
- 4) Thomas Clark
- 5) Dalton Horan

Director and other pertinent contact information is provided in Exhibit A.

D. Term Limits. A ballot question will be included on the November 7, 2023 election ballot to eliminate term limits.

E. Advisory Board. The board of directors may appoint one or more advisory boards to assist the board of directors on such matters as the board of directors desires assistance. The board of directors shall, upon the appointment of an advisory board, set forth its duties, duration, and membership. The board of directors may provide rules of procedure for the advisory board or may delegate to the advisory board the authority to provide such rules. No advisory boards have yet been appointed.

3. BOUNDARIES, INCLUSIONS AND EXCLUSIONS

The District's boundaries initially consist of approximately 14 acres. A legal description of the District's boundaries is attached as Exhibit B and a map of the District's boundaries is attached as Exhibit C. Future inclusions or exclusions shall be considered by the Town Council in accordance with the Act.

4. PUBLIC IMPROVEMENTS

The District will be primarily concerned with the provision of the significant amount of public improvements and services required within the boundaries of the District consistent with the approved development and land use plans for the property within the District; however, there may be instances where the District will provide public improvements or services outside of the boundaries of the District as may be required for development of the project. The District shall

have the authority to provide these improvements and services, but the revenue-raising powers of the District to recoup the costs of extraterritorial improvements and services shall be as limited by state law.

The public improvements that the District anticipates it will finance, construct, install or cause to be constructed and installed, include those public improvements the costs of which may, in accordance with the Act, Section 31-25-1201, *et seq.*, C.R.S., lawfully be paid for by the District, including, without limitation, water improvements, safety protection devices, sanitation improvements, marketing, streetscape improvements, street improvements, curbs, gutters, culverts, drainage facilities, sidewalks, parking facilities, paving, lighting, grading, security, landscaping, irrigation canal, and storm and wastewater management facilities and associated land acquisition and remediation. The District also anticipates providing services as authorized pursuant to Section 31-25-1212(1)(f), C.R.S.

The property owners of the District request that the Town designate the territory within the District as a location for new business or commercial development under Section 31-25-1203(10), C.R.S.

5. ADMINISTRATION, OPERATIONS, SERVICES, AND MAINTENANCE

The District shall provide services and provide for ownership, operation, and maintenance of District facilities as activities of the District itself or by contract with other units of government or the private sector.

6. FINANCIAL PLAN AND BUDGET

A. 2023 – 2024 Budget. The proposed 2023 - 2024 Budget for the District is attached as Exhibit D. The District anticipates a bond issuance in 2024, as reflected in the Budget.

B. Authorized Indebtedness. It is anticipated that the District will hold an election for the purpose of authorizing debt, taxes, revenue limits, spending limits, special assessments, and such other matters as may be necessary or convenient for the implementation of Art. X., Sec. 20 of the Colorado Constitution, and the Operating Plan. The initial maximum debt authorization for the District shall be \$2,100,000, provided that debt which has been refunded shall be excluded from this limitation.

C. Property Tax and Mill Levy Caps. The District's taxing ability shall not exceed an aggregate of 15 mills for debt service and 10 mills for general operations and administrative purposes. The mill levy caps set forth in this paragraph may be subject to upward or downward adjustments addressing any abatement or statutory, legislative, or constitutional changes that adjust or impact the assessed or actual valuation of property or the assessment ratio pursuant to which taxes are calculated occurring after January 1, 2023. Such upward or downward adjustments are to be determined by the Board of Directors in good faith (such determination to be binding and final) so that to the extent possible, the actual revenue generated by the mill levies, as adjusted for changes occurring after January 1, 2023, are neither diminished nor enhanced as a result of such changes.

D. District Revenues. The District anticipates developer funding for initial revenue sources and thereafter revenues derived from property taxes. The District shall also have the power to fix, and from time to time increase and decrease, rates, tolls, and charges for any services or improvements the District furnishes, as provided in Section 31-25-1212(1)(k), C.R.S. The District may also be the beneficiary of a public improvement fee.

E. Existing Debt Obligations. The District has no current debt.

F. Future Debt Obligations. Depending on certain factors, including market conditions, the District may issue bonds in 2024 to finance the construction of the public improvements if the District's Board of Directors determines it to be appropriate based on the circumstances.

G. Financial Obligations. The District may enter into agreements including reimbursement or similar agreements and leases as well as agreements for ongoing services such as legal, administration, compliance, budget, audit, etc.

H. Non-Default Provisions. Limited tax general obligation bonds the District issues shall be structured and/or credit enhancements provided such that the bonds cannot default as long as the District is imposing the required maximum allowed mill levy.

I. Debt of the District. The debt of the District will not constitute a debt or obligation of the Town in any manner. The faith and credit of the Town will not be pledged for the repayment of the debt of the District. This will be clearly stated on all offering circulars, prospectus, or disclosure statements associated with any debt issued by the District.

7. 2023 – 2024 ACTIVITIES, PROJECTS AND CHANGES

It is anticipated that the District will primarily be engaged in the initial organization activities in 2023 and undertaking financing of the public improvements in 2024.

8. DISSOLUTION

The District is anticipated to have ongoing operations and maintenance obligations that will necessitate perpetual existence. If the District no longer has such obligations, the District will seek to dissolve pursuant to Section 31-25-1225, C.R.S.

9. CONCLUSION

It is submitted that this Operating Plan and Budget for the District meets the requirements of the Act and further meets applicable requirements of the Colorado Constitution and other law. It is further submitted that the types of services and improvements to be provided by the District are those services and improvements which satisfy the purposes of the Act.

EXHIBIT A
Director and Other Contact Information

BOARD OF DIRECTORS:

Grant Nelson	731 Norwich Court Castle Pines, CO 80108
Andrew Trietley	7778 Solstice Way Castle Rock, CO 80108
Joshua Brgoch	11972 S. Silvertop Circle Parker, CO 80134
Thomas Clark	11280 Glenmoor Circle Parker, CO 80138
Dalton Horan	18184 Bunting Place Parker, CO 80134

DISTRICT CONTACT:

Russell W. Dykstra
Spencer Fane LLP
1700 Lincoln Street, Suite 2000
Denver, CO 80203
303-839-3800
rdykstra@spencerfane.com

EXHIBIT B
Legal Description of District Boundaries

LOTS 1-9, 10A, 11A, TRACTS A AND B, DOUGLAS 234 FILING NO. 6, COUNTY OF DOUGLAS, STATE OF COLORADO,

ALSO DESCRIBED AS FOLLOWS:

A PART OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 29, WHENCE THE SOUTHEAST CORNER OF SAID SECTION 29 BEARS NORTH 89°15'13" EAST A DISTANCE OF 2639.25 FEET, SAID LINE FORMING THE BASIS OF BEARINGS FOR THIS DESCRIPTION; THENCE NORTH 89°15'13" EAST ALONG THE SOUTHERLY LINE OF SOUTHEAST QUARTER OF SECTION 29, A DISTANCE OF 527.04 FEET; THENCE NORTH 00°44'47" WEST A DISTANCE OF 62.64 FEET TO THE NORTHERLY LINE OF HESS ROAD AND THE POINT OF BEGINNING.

THENCE NORTH 53°05'57" WEST A DISTANCE OF 77.99 FEET;
THENCE NORTH 10°51'05" WEST ALONG A LINE TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 170.63 FEET;

THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT A DISTANCE OF 563.43 FEET THROUGH A CENTRAL ANGLE OF 10°27'51" HAVING A RADIUS OF 3085.00 FEET AND A CHORD BEARING NORTH 16°05'00" WEST AND A DISTANCE OF 562.65 FEET;

THENCE NORTH 21°50'47" EAST ALONG A LINE NON-TANGENT WITH THE PREVIOUSLY DESCRIBED CURVE A DISTANCE OF 15.32 FEET;

THENCE NORTH 67°44'14" EAST ALONG A LINE NON-TANGENT WITH THE FOLLOWING DESCRIBED CURVE A DISTANCE OF 288.93 FEET;

THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT A DISTANCE OF 17.48 FEET THROUGH A CENTRAL ANGLE OF 21°32'17" HAVING A RADIUS OF 46.50 FEET AND A CHORD BEARING SOUTH 77°57'51" EAST AND A DISTANCE OF 17.38 FEET TO A POINT OF REVERSE CURVE;

THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT A DISTANCE OF 136.49 FEET THROUGH A CENTRAL ANGLE OF 110°55'25" HAVING A RADIUS OF 70.50 FEET AND A CHORD BEARING NORTH 57°20'35" EAST AND A DISTANCE OF 116.15 FEET TO A POINT ON A CURVE;

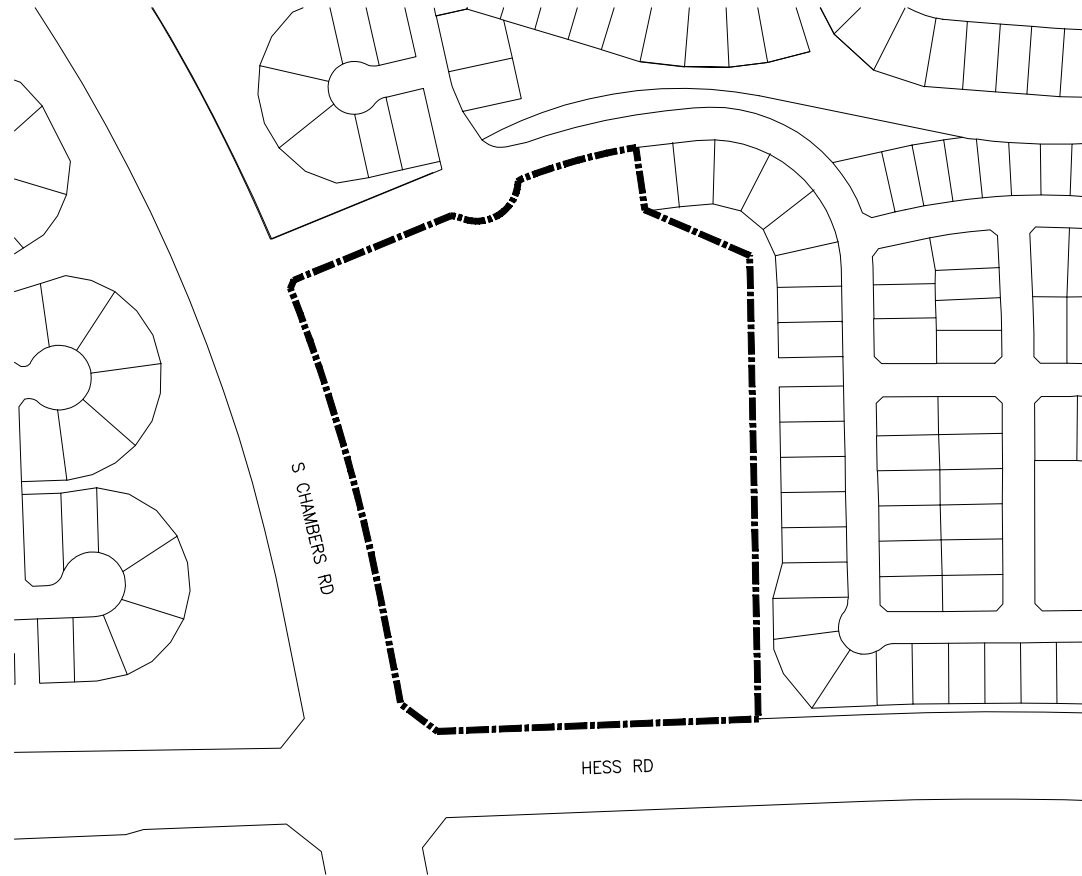
THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT A DISTANCE OF 9.00 FEET THROUGH A CENTRAL ANGLE OF 17°11'35" HAVING A RADIUS OF 30.00 FEET AND A CHORD BEARING NORTH 60°09'45" EAST AND A DISTANCE OF 8.97 FEET TO A POINT OF COMPOUND CURVE;

THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT A DISTANCE OF 200.37 FEET THROUGH A CENTRAL ANGLE OF 11°48'18" HAVING A RADIUS OF 972.50 FEET AND A CHORD BEARING NORTH 74°39'41" EAST AND A DISTANCE OF 200.02 FEET;

THENCE SOUTH 08°15'28" EAST ALONG A LINE NON-TANGENT WITH THE
PREVIOUSLY DESCRIBED CURVE A DISTANCE OF 107.11 FEET;
THENCE SOUTH 66°27'14" EAST A DISTANCE OF 195.03 FEET;
THENCE SOUTH 01°02'54" EAST A DISTANCE OF 790.17 FEET;
THENCE SOUTH 87°46'51" WEST A DISTANCE OF 547.23 FEET TO THE POINT OF
BEGINNING.

COUNTY OF DOUGLAS, STATE OF COLORADO.

EXHIBIT C
Boundary Map



LEGEND:

— — — — — PROPERTY BOUNDARY

SERVICE PLAN EXHIBIT — BOUNDARY

EXHIBIT D
2023 - 2024 BID Budget
General Fund

<u>Expense</u>	<u>Actual</u> <u>2022</u>	<u>Proposed</u> <u>2023</u>	<u>Proposed</u> <u>2024</u>
Beginning Funds Balance	\$ -	\$ -	\$ -
Revenue			
Property Taxes	\$ -	\$ -	\$ -
Specific Ownership Taxes	\$ -	\$ -	\$ -
Developer Advances	\$ -	\$ 50,000.00	\$ 50,000.00
Interest Income			
Miscellaneous Income	\$ -	\$ -	\$ -
	\$ -	\$ -	
Total Revenue	\$ -	\$ 50,000.00	\$ 50,000.00
Total Funds Available	\$ -	\$ 50,000.00	\$ 50,000.00
Expenditures			
Accounting / Audit	\$ -	\$ 2,500.00	\$ 2,500.00
Election Expense	\$ -	\$ -	\$ -
Engineering	\$ -	\$ 10,000.00	\$ 10,000.00
Insurance/SDA Dues	\$ -	\$ 2,500.00	\$ 2,500.00
Legal	\$ -	\$ 15,000.00	\$ 15,000.00
Management	\$ -	\$ 1,500.00	\$ 1,500.00
Contingency	\$ -	\$ 15,000.00	\$ 15,000.00
Misc. Expenses	\$ -	\$ 2,000.00	\$ 2,000.00
Treasurer's Fees	\$ -	\$ -	\$ -
Repay Developer Advances	\$ -	\$ -	\$ -
Total Expenditures	\$ -	\$ 48,500.00	\$ 48,500.00
Emergency Reserve	\$ -	\$ 1,500.00	\$ 1,500.00
Total Expenditures requiring appropriation	\$ -	\$ 50,000.00	\$ 50,000.00
Ending Funds Balance	\$ -	\$ -	\$ -

Capital Projects Fund

<u>Expense</u>	Actual <u>2022</u>	Proposed <u>2023</u>	Proposed <u>2024</u>
Beginning Funds Balance	\$ -	\$ -	\$ -
Revenue			
Developer Advances	\$ -	\$ -	\$ -
Bond Proceeds	\$ -	\$ -	\$ 1,681,000
Total Funds Available	\$ -	\$ -	\$ 1,681,000
Expenditures			
Issuance costs	\$ -	\$ -	\$ 283,620
Organization costs	\$ -	\$ -	\$ -
Legal	\$ -	\$ -	\$ -
Capital expenditures	\$ -	\$ -	\$ 1,053,941
Repay developer advances	\$ -	\$ -	\$ -
Repay developer advances- interest	\$ -	\$ -	\$ -
Transfer to Debt Service	\$ -	\$ -	\$ 343,439
Total Expenditures	\$ -	\$ -	\$ 1,681,999
Ending Fund Balance	\$ -	\$ -	\$ -

Debt Service Fund

<u>Expense</u>	Actual <u>2022</u>	Proposed <u>2023</u>	Proposed <u>2024</u>
Beginning Funds Balance	\$ -	\$ -	\$ -
Revenue			
Property Taxes	\$ -	\$ -	\$ -
Specific Ownership Taxes	\$ -	\$ -	\$ -
Developer Fees	\$ -	\$ -	\$ -
Transfer from Capital Projects	\$ -	\$ -	\$ 343,439
Interest Income			
	\$ -	\$ -	
Total Revenues	\$ -	\$ -	\$ 343,439
Total Funds Available	\$ -	\$ -	\$ 343,439
Expenditures			
Capitalized Interest	\$ -	\$ -	\$ 227,439
Bond principal	\$ -	\$ -	\$ -
Treasurer's Fees	\$ -	\$ -	\$ -
Trustee/paying agent fees	\$ -	\$ -	\$ -
Miscellaneous	\$ -	\$ -	\$ -
Management	\$ -	\$ -	\$ -
Contingency	\$ -	\$ -	\$ -
Treasurer's Fees	\$ -	\$ -	\$ -
Repay Developer Advances	\$ -	\$ -	\$ -
Total Expenditures	\$ -	\$ -	\$ -
Reserve Fund	\$ -	\$ -	\$ 116,000
Ending Fund Balance	\$ -	\$ -	\$ -



Request for Town Council Action

Date: August 7, 2023

Submitted By: Bob Exstrom, Project Manager

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 1.590 - First Reading**
A Bill for an Ordinance to Approve the Agreement for Purchase and Sale of Land with CDBG, LLC, Concerning Lot 26A, Block 1, Twenty Mile Village Filing No. 2, 4th Amendment
Department: Engineering and Public Works, Bob Exstrom
Second August 21, 2023
Reading:

EXECUTIVE SUMMARY

The purpose of this ordinance is to approve the Right-of-Way Purchase and Sale Agreement for the conveyance of real property from CBDG LLC for a Portion of Lot 26A, Block 1, Twenty Mile Village Filing No. 2, 4th Amendment.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town is currently in receipt of final construction drawings 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. The roadway will be widened from a four (4) lane section to a five (5) lane section, including the addition of one new southbound thru/right-turn lane. Additionally, sidewalks and curb ramps will be reconstructed along the widened section to increase pedestrian mobility and ADA compliance.

In November 2022, Town Council approved Ordinance No. 1.570 which authorized staff to proceed with good faith negotiations regarding procurement of right-of-way and temporary construction easements necessary to construct the Project. There are five (5) impacted parcels inside the Project limits and this ordinance addresses the permanent and temporary acquisitions of real property required from CBDG LLC for a Portion of Lot 26A, Block 1, Twenty Mile Village Filing No. 2, 4th Amendment.

Approximately 361 SF of additional right-of-way is necessary to relocate existing traffic facilities and accommodate new sidewalks and curb ramps.

Approximately 2,838 SF of temporary construction easement is needed to facilitate construction

and for restoration of private landscaping and irrigation that are anticipated to be impacted due to the widening. See the Vicinity Map attached to this memo.

FINANCIAL IMPACT

The purchase price for this acquisition, including the right-of-way and temporary construction easement, is \$26,530.00 (excluding closing costs). Funding has been appropriated for this acquisition in the Urban Renewal Projects fund (301-4652).

STRATEGIC GOAL(S)

SUPPORT AN
ACTIVE COMMUNITY



ENHANCE ECONOMIC
VITALITY



PROMOTE A SAFE AND
HEALTHY COMMUNITY

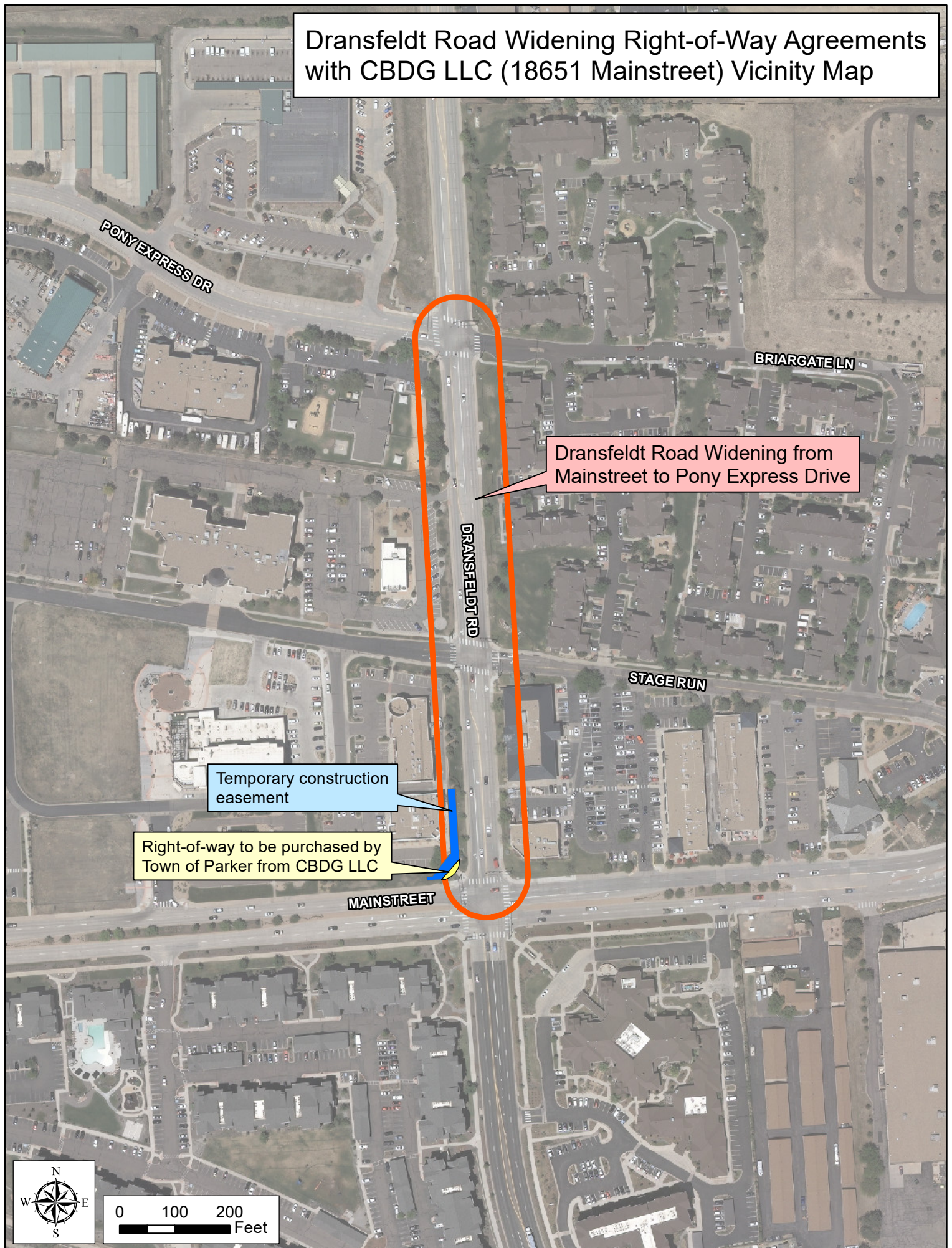
ATTACHMENTS

1. Vicinity Map
2. Ordinance No. 1.590

RECOMMENDED MOTION

I move to approve Ordinance 1.590 on first reading and to schedule second reading for August 21, 2023, as part of the consent agenda.

Dransfeldt Road Widening Right-of-Way Agreements with CBDG LLC (18651 Mainstreet) Vicinity Map



ORDINANCE NO. 1.590, Series of 2023

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE AGREEMENT FOR PURCHASE AND SALE OF LAND WITH CDBG, LLC, CONCERNING LOT 26A, BLOCK 1, TWENTY MILE VILLAGE FILING NO. 2, 4th AMENDMENT

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 Agreement for the Purchase and Sale of Land with CDBG, LLC, Concerning Lot 26A, Block 1, Twenty Mile Village Filing No. 2, 4th Amendment, which Agreement 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 _____, 2023.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2023.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Kristin Hoffmann, Town Attorney

EXHIBIT 1

TOWN OF PARKER

RIGHT-OF-WAY PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2023, by and between **CBDG, LLC**, ("Seller") and the Town of Parker, a Colorado Home Rule Municipality, whose address is 20120 E. Mainstreet, Parker, Colorado 80138 ("Purchaser").

WITNESSETH:

WHEREAS, Seller owns certain real property in Douglas County, Colorado, together with tangible and intangible rights appurtenant to or benefiting that property; and

WHEREAS, Seller wishes to transfer and convey a portion of that property to Purchaser in order to avoid condemnation proceedings, and Purchaser wishes to acquire that property from Seller.

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

1. Purchase and Sale Agreement. Subject to the terms, provisions, covenants and conditions herein contained, Seller hereby agrees to sell and convey and Purchaser hereby agrees to purchase and pay for:

- (a) A parcel of real property located in Douglas County, Colorado, and more specifically described in **Exhibit A**, attached hereto and incorporated herein by this reference, together with all easements and rights-of-way appurtenant thereto and all improvements and fixtures of a permanent nature currently on the premises; and
- (b) A temporary easement located in Douglas County, Colorado, and more specifically described in **Exhibit B**.

2. Purchase Price and Payment. The parties agree that the purchase price for the Property shall be **\$26,530.00** (the "Purchase Price"), payable in cash or certified funds, delivered to Seller at closing and upon delivery of the deed at closing, less any amounts to be withheld in accordance with Section 8 of this Agreement, and further subject to all terms and conditions set forth in this Agreement.

3. Merchantability of Title; Objections to Title.

(a) Seller represents to Purchaser that at closing Seller will have and will convey to Purchaser good, merchantable and insurable title to the Property, including fee simple title to the

Property described in **Exhibit A**, subject only to prorated general real estate taxes on the Property described in **Exhibit A** for the current year and to any burdens, easements, rights-of-way, agreements, reservations, restrictions and encumbrances described in the title commitment approved by Purchaser as hereinafter provided (the "Permitted Exceptions").

(b) Seller represents and covenants to the Purchaser that it comprises all of the parties who have a fee interest in the property interests being acquired herein, and that to the best of Seller's knowledge, there are no other interested parties in said property, except with regard to the Permitted Exceptions.

(c) If Purchaser deems, in its sole discretion, that title for any reason is not merchantable in Seller, Purchaser shall give immediate notice thereof to Seller, and Seller shall make a reasonable effort to correct any defects objectionable to Purchaser prior to the closing date.

(d) If Seller is unable or unwilling to correct such defects on or before the closing date, this Agreement, at Purchaser's option, may be declared void and of no force or effect. In the event of such termination, the parties shall have no further rights or obligations hereunder.

(e) The Seller acknowledges that the Purchase Price is full and just compensation for all of its interests, the interests of all lienors, deed of trust holders and beneficiaries, mortgagees, lessees (whether or not the lease is recorded), and any and all other legal or equitable interests in the Property that exist at the time of the closing except for the Permitted Exceptions.

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

5. Closing Documents. At closing, the Seller shall execute and deliver to the Purchaser the following documents:

- (a) A general warranty deed, prepared by legal counsel for the Town of Parker, conveying the property described in Exhibit A to Purchaser in fee simple, free and clear of all general real estate taxes on the Property except for the current year, all liens for any improvements installed as of the date of closing whether assessed or not, and all easements, covenants, liens and encumbrances which are shown on the title commitment and are not accepted by Purchaser at closing, which deed shall include a notation that the Property is being purchased under threat of condemnation and that other factors were included in the determination of the price in addition to fair market value;
- (b) A temporary easement in the form attached hereto as Exhibit B; and
- (c) Such other documents as reasonably required by the title insurance company to accomplish the closing and allow for the issuance of a title insurance policy to the Town.

6/1/2023

C:\USERS\NRAGL\WESTERN STATES DROPBOX\PARKER\30-34 DRANSFELDT, WIDENING\OWNERS\CBDG LLC\REVISED
PSA\PURCHASE AND SALE-A013023-CYHREV-053123-2-CLEAN-1 26A.DOCX

24 -

6. Closing. The date, time and location of closing shall be mutually agreed upon by Purchaser and Seller as soon as possible following the execution of this Agreement; provided, however, that if for any reason a closing does not occur on or before September 15, 2023 or such other date mutually agreed to in writing by the parties. Purchaser and Seller shall be entitled to exercise their rights contained in the "Remedies" section contained herein.

7. Closing Costs. Purchaser shall pay any closing fees charged by the title insurance company and all recording fees for the documents delivered by Seller to Purchaser hereunder. Each party shall be responsible for the payment of its own attorney's fees incurred in connection with the transaction that is the subject of this Agreement.

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

9. Entry on Property. Seller shall allow Purchaser and its authorized representatives to enter upon the Property from time to time prior to closing for the purposes of placing markers and conducting visual inspections, surveys, subsurface drilling, soil tests, groundwater tests, environmental audits and tests to determine adverse environmental conditions and contamination. Purchaser's representatives shall give reasonable notice to the Seller upon entering the Property for these purposes. All costs and expenses of such inspection shall be borne solely by Purchaser.

10. Risk of Loss; Damage to Property. If improvements are located on the Property, loss or damage to the improvements from any cause, including but not limited to fire, vandalism, or acts of God, from the date of this Agreement until the conveyance of said deed from Seller to the Purchaser shall be the risk of the Seller. If, prior to closing, improvements are destroyed or damaged in whole or in part, this Agreement may be canceled at the option of the Purchaser. The Purchaser, at its option shall have the right to proceed with specific performance of this Agreement despite such damage, provided that the Purchaser shall be entitled to all the credit for insurance proceeds resulting from such damage, not exceeding, however, the total purchase price.

11. Seller's Representations. Seller represents that to the best of its knowledge, as of the date hereof, and as of the date of the closing, that the following are true and correct:

(a) Soils. Seller has no knowledge of any patent or latent defects, soil deficiencies, or subsurface anomalies existing on the Property;

(b) No litigation or investigations. There is no pending or threatened litigation, proceeding, or investigation by any governmental authority or any other person known to Seller against or otherwise affecting the Property other than: (list, if any) _____, nor does Seller know of any ground for any such litigation, proceedings or investigations; and

(c) Documents. Each and every document, schedule, item, and other information

6/1/2023

C:\USERS\NRAGL\WESTERN STATES DROPBOX\PARKER\C50-34 DRANSFELD T. WIDENING\OWNERS\CBDG LLC REVISED
PSA PURCHASE AND SALE-A013023-CYHREV-033123-2-CLEAN-126A.DOCX

delivered or to be delivered by the Seller to the Purchaser hereunder, or made available to the Purchaser for inspection hereunder, shall be accurate and correct; and

(d) No special assessments. There are no special assessments which now burden or encumber the Property, there are no special assessments currently proposed as to the Property and the Property shall be free and clear of all liens for special improvements installed as of the date of closing, whether assessed or not; and

(e) Leases. Seller has notified Purchaser of all leases, tenancies or rental agreements relating to the Property, or to any part thereof; and

(f) Third party improvements. Seller has notified Purchaser of all improvements, real or personal, on the Property not owned by the Seller and Seller hereby warrants to Purchaser that it is the lawful owner of all other improvements located in or on the Property and is entitled to compensation for same.

(g) Easements. Seller has notified Purchaser of all easements, rights-of-way or claims of possession not shown by record, whether by grant, prescription, adverse possession or otherwise, as to any part of the Property; and

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

(i) No pollution.

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

(2) Seller has not caused and will not cause, and to the best of Seller's knowledge, after diligent investigation and inquiry, there never has occurred, the release of any hazardous substance on the Property;

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

(4) There is no asbestos on the Property;

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

(6) By acquiring the Property, Purchaser will not incur or be subject to any "superfund" liability for the cleanup, removal or remediation of any hazardous substance from the

6/1/2023

C:\USERS\NRAGL\WESTERN STATES DROPBOX\PARKER\C50-34 DRANSFELDT, WIDENING\OWNERS\CBDG LLC\REVISED
PSA\PURCHASE AND SALE-A013023-CYHREV-053123-2-CLEAN-126A.DOCX

real estate or any liability, cost, or expense for the removal of any asbestos or underground storage tank from the Property.

(The terms "hazardous substance," "release," and "removal," as used herein, shall have the same meaning and definition as set forth in paragraphs (14), (22) and (23), respectively, of Title 42 U.S.C. Section 9601; provided, however, that the term "hazardous substance," as used herein, also shall include "hazardous waste," as defined in paragraph (5) of 42 U.S.C. Section 6903 and "petroleum," as defined in paragraph (8) of 42 U.S.C. 6991. The term "superfund," as used herein, means the Comprehensive Environment Response, Compensation and Liability Act, as amended, Title 42 U.S.C. Section 9601, *et seq.*, as amended, and any similar state statute or local ordinance applicable to the Property, and all rules and regulations promulgated, administered and enforced by any governmental agency or authority pursuant thereto. The term "underground storage tank," as used herein, shall have the same meaning and definitions as set forth in paragraph (1) of 42 U.S.C. Section 6991. Seller agrees to cooperate with the Purchaser in completing an environmental audit, if one is conducted. Should any environmental audit reveal the presence of hazardous materials on the property, then the Purchaser has the express option of terminating this Agreement.)

(j) In order to provide the Purchaser with information to protect the Purchaser and its contractors and agents, the Seller agrees to provide any information whatsoever that it may have with regard to environmental contamination and will answer environmental inventory questions, to the best of the Seller's knowledge, if requested by the Purchaser.

12. Contingencies.

(a) Performance by Purchaser under this Agreement is expressly contingent upon Purchaser's inspection of the Property, review of all agreements and information affecting the Property, review and approval of the title commitment and title documents, any appraisal of the Property which the Purchaser has obtained, approval by the Purchaser of any survey of the Property and approval by the Town Council of the Town of Parker of the acquisition of the Property.

(b) Seller agrees that closing of this Agreement is contingent upon the partial release and/or satisfaction of the exceptions shown in the title commitment for the property, unless the Purchaser agrees in writing to acquire the Property subject to any such exceptions. While Purchaser will assist the Seller in obtaining releases or satisfaction of the exceptions, the obligation is Seller's.

(c) If Purchaser physically damages the remaining property of the Seller by its construction activities, the Purchaser shall be responsible to restore such damaged property or make restitution to the Seller.

(d) In the event of termination of this Agreement due to the failure of any contingency, the parties shall have no further rights or obligations hereunder.

13. Remedies.

(a) In the event that the Seller fails to consummate this Agreement for any reason, except

6/1/2023

C:\USERS\NRAGL\WESTERN STATES DROPBOX\PARKER\C50-34 DRANSEFELDT WIDENING\OWNERS\CBDG LLC REVISED
PSA PURCHASE AND SALE-A013023-CYHREV-033123-2-CLEAN-126A.DOCX

Purchaser's default or termination of this Agreement by Purchaser pursuant to the provisions hereof, Purchaser may, at its option, enforce this Agreement by (1) terminating this Agreement and proceeding with a condemnation action, and the Purchaser may utilize this Agreement as an admission of the value of the property being acquired, or (2) bringing an action against the Seller for specific performance or damages or both. Seller acknowledges and agrees that the subject of this Agreement is unique and irreplaceable and damages would be a wholly inadequate remedy for Purchaser in the event of termination of this Agreement by Seller.

(b) In the event that Purchaser shall fail to close on this Agreement for any reason, Seller shall not be entitled to enforce this Agreement through an action for specific enforcement, nor shall Seller be entitled to any damages from Purchaser for any such failure, and Seller's exclusive remedy shall be the rescission of this Agreement. In the event of default or termination of this Agreement by Purchaser, the parties shall have no further rights or obligations hereunder.

(c) If there is a default by the Seller under this Agreement and the Purchaser elects to treat the Agreement as terminated and files a condemnation lawsuit to obtain possession of and title to the Property, the Seller hereby agrees and stipulates that (1) there has been a failure of negotiations to acquire the Property and (2) the Purchaser may take possession of the Property immediately upon paying into the registry of the court a deposit equal to the Purchase Price. The Seller and the Purchaser agree that the terms of this paragraph shall survive a default by any party.

(d) In the event that Seller is responsible for pollution of the Property contrary to its representations in paragraph 12 above, Seller shall indemnify Purchaser for all of Purchaser's costs in remediating the pollution as required by local, state and federal law.

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

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

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

17. Recording. This Agreement may be recorded in the records of the Office of the Clerk and Recorder of Douglas County, Colorado.

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

6/1/2023

C:\USERS\NRAGL\WESTERN STATES DROPBOX\PARKER\CS0-34 DRANSFELDT WIDENING\OWNERS\CBDG LLC\REVISED
PSA PURCHASE AND SALE-A013023-CYHREV-033123-2-CLEAN-126A.DOCX

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

20. Nonvoluntary Transfer. The Purchaser acknowledges that the Property is being purchased under threat of condemnation and that other factors may have been considered in the determination of the price set forth herein in addition to fair market value. This transaction represents a nonvoluntary transfer by the owner.

6/1/2023

C:\USERS\NRAGL\WESTERN STATES DROPBOX\PARKER\C50-34 DRANSFELDT WIDENING\OWNERS\CBDG LLC REVISED
PSA PURCHASE AND SALE-A013023-CYHREV-053123-2-CLEAN-126A.DOCX

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

SELLER **CBDG, LLC**

BY: _____

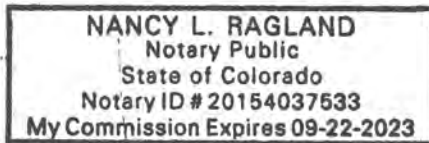
STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

TIMOTHY TIN-TU CAO

The above and foregoing document was acknowledged before me this 1st day of August, 2023 by Tim Cao as owner for CBDG, LLC.

WITNESS my hand and official seal.

My Commission Expires: 9-22-23



Notary Public

Address of Notary: 5575 Denver Ave
Danver, Co. 80531

PURCHASER:

TOWN OF PARKER

By: _____

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

Approved as to legal form:

Kristin S. Hoffmann, Town Attorney

6/1/2023

C:\USERS\N\RAGL\WESTERN STATES DROPBOX\PARKER\C50-34 DRANSFELDT WIDENING\OWNERS\CBDG, LLC REVISED
PSA PURCHASE AND SALE-A013023-CYHREV-033123-2-CLEAN-126A.DOCX

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF LOT 26A, BLOCK 1, TWENTY MILE VILLAGE FILING NO. 2, 4TH AMENDMENT RECORDED AT RECEPTION NO. 01028560 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:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 26A;

THENCE ALONG THE EASTERLY LINE OF SAID LOT 26A SOUTH 03°04'55" EAST, A DISTANCE OF 127.06 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID EASTERLY LINE AND ALONG THE SOUTHERLY LINE OF SAID LOT 26A THE FOLLOWING THREE (3) COURSES:

1. SOUTH 03°04'55" EAST, A DISTANCE OF 1.57 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 33.44 FEET;
2. SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 88°55'26", AN ARC LENGTH OF 51.90 FEET;
3. SOUTH 85°50'31" WEST, A DISTANCE OF 1.57 FEET;

THENCE DEPARTING SAID SOUTHERLY LINE, NORTH 41°22'48" EAST, A DISTANCE OF 49.09 FEET TO THE POINT OF BEGINNING

CONTAINING AN AREA OF 0.008 ACRES, (361 SQUARE FEET), MORE OR LESS.

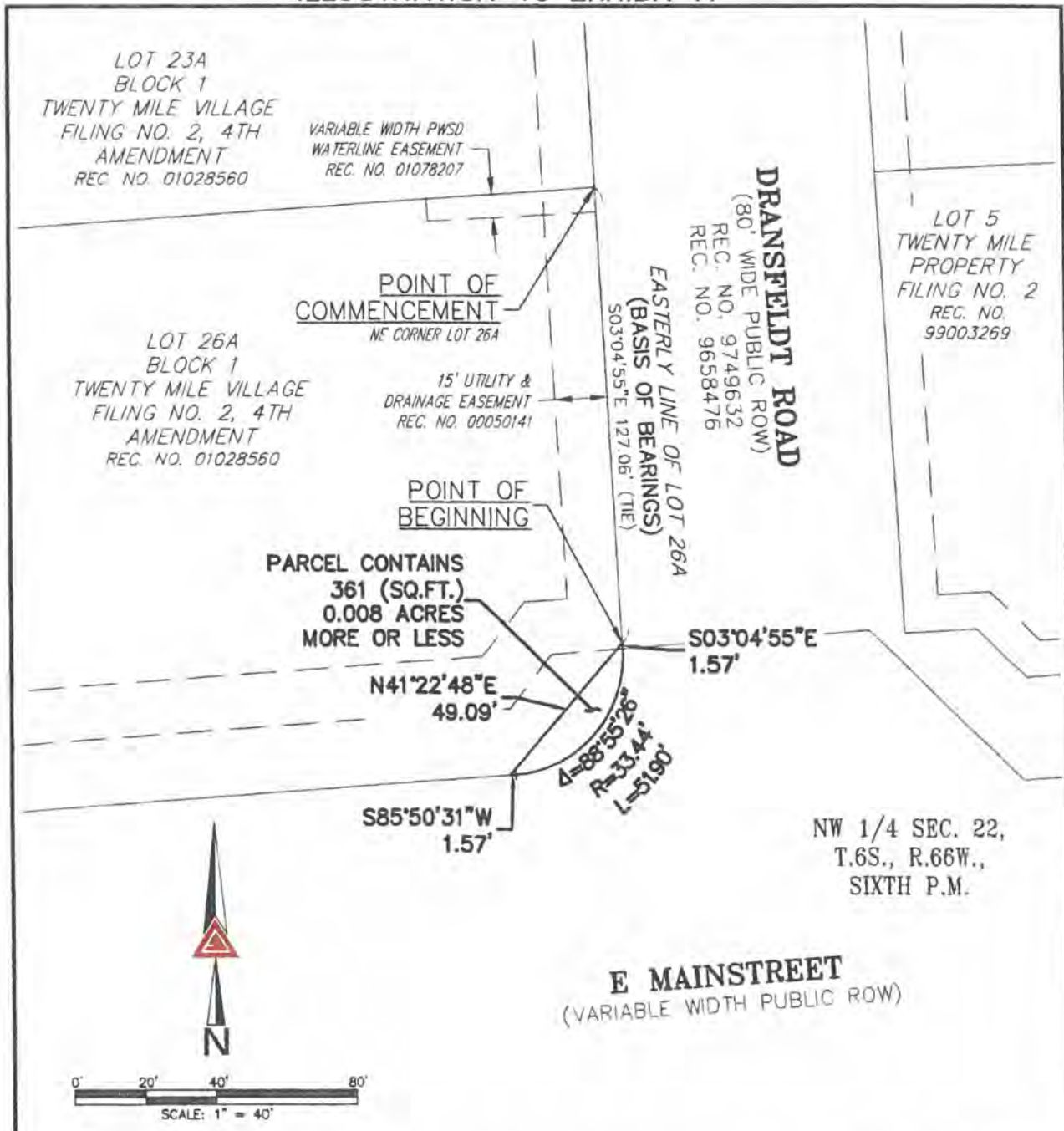
ALL LINEAL DISTANCES ARE REPRESENTED IN U.S. SURVEY FEET.

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: L26A, B1 - PE.DWG
DWG: KDS CHK: JRW
DATE: 09/30/2022
SCALE: 1" = 40'



300 East Mineral Ave.
Suite 1
Littleton, Colorado 80122
Phone: (303) 713-1498
Fax: (303) 713-1497
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

EXHIBIT B
TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That _____, whose address is CBDG LLC whose address is 10463 Stone Willow Dr. Parker, CO 80134 ("**Grantor**"), in consideration of **TEN DOLLARS (\$10.00)**, receipt of which is hereby acknowledged, and other good and valuable consideration, does hereby grant, bargain, sell and convey to **TOWN OF PARKER, a Colorado Home Rule Municipality**, whose address is 20120 E. Mainstreet, Parker, Colorado 80138, ("**Grantee**"), a Temporary Easement for use during construction of the Dransfeldt roadway improvements (the "Project"), together with all rights and privileges as are necessary or incidental to the reasonable and proper use of such easement in and to, over, under and across the tract of land described as follows:

More particularly described on **EXHIBIT A**, attached hereto and by this reference made a part hereof (the "Subject Property").

1. Said Temporary Easement shall expire and be of no further force or effect twelve (12) months after the date Grantee provides written notice of the commencement of the Temporary Easement by Grantor, which notice shall be provided within two (2) years of execution of this Agreement. The Grantor also grants to the Grantee the option to extend this Temporary Easement for a period not to exceed one (1) year from the date of expiration hereof. Any such extension of the Temporary Easement shall be on the same terms and conditions of those set forth herein, including the payment of additional compensation in the amount of \$7,663.00 for the one-year extension.

2. During the term of this Temporary Easement, Grantor shall not erect or construct, or allow to be erected or constructed, any building or other structure which may interfere with Grantee's full enjoyment of the rights hereunder.

3. The parties hereto agree that neither has made nor authorized any agreement with respect to the subject matter of this instrument other than expressly set forth herein, and no oral representation, promise or consideration different from the terms herein contained shall be binding on either party, or its agents or employees hereto.

4. Grantor warrants that he has full and lawful authority to make the grant hereinabove contained and promises and agrees to defend Grantee in the exercise of its rights hereunder against any defect in Grantor's title to the land involved or Grantor's rights to make the grant hereinabove contained.

5. Grantee further agrees to provide the following to Grantor during the term of this Temporary Easement:

A. Grantee shall cause the Contractor of the Project utilizing the Temporary Easement on behalf of the Grantee to name Grantor as an additional insured on its policy of insurance, and Grantee shall provide Grantor with a Certificate of Insurance evidencing such additional insured protection;

6. Whenever used herein, the singular number shall include the plural, the plural the singular; and the use of any gender shall be applicable to all genders. All of the covenants herein contained shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns.

GRANTOR: CBDG LLC

TITLE: _____

[illegible]

The foregoing instrument was acknowledged before me this ____ day of _____, 2023,
by _____, as _____, for CBDG LLC.

My Commission Expires:

Notary Public
Address:

GRANTEE: TOWN OF PARKER

By: _____
Michelle Kivela, Town Manager

Date: _____

Attest: _____
Chris Vanderpool, Town Clerk

Approved as to legal form:

Kristin S. Hoffmann, Town Attorney

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF LOT 26A, BLOCK 1, TWENTY MILE VILLAGE FILING NO. 2, 4TH AMENDMENT RECORDED AT RECEPTION NO. 01028560 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:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 26A;

THENCE ALONG THE EASTERLY LINE OF SAID LOT 26A, SOUTH 03°04'55" EAST, A DISTANCE OF 127.06 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID EASTERLY LINE AND ALONG THE SOUTHERLY LINE OF SAID LOT 26A THE FOLLOWING THREE (3) COURSES:

1. SOUTH 03°04'55" EAST, A DISTANCE OF 1.57 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 33.44 FEET;
2. SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 88°55'26", AN ARC LENGTH OF 51.90 FEET;
3. SOUTH 85°50'31" WEST, A DISTANCE OF 1.57 FEET;

THENCE DEPARTING SAID SOUTHERLY LINE, NORTH 41°22'48" EAST, A DISTANCE OF 49.09 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 0.008 ACRES, (361 SQUARE FEET), MORE OR LESS.

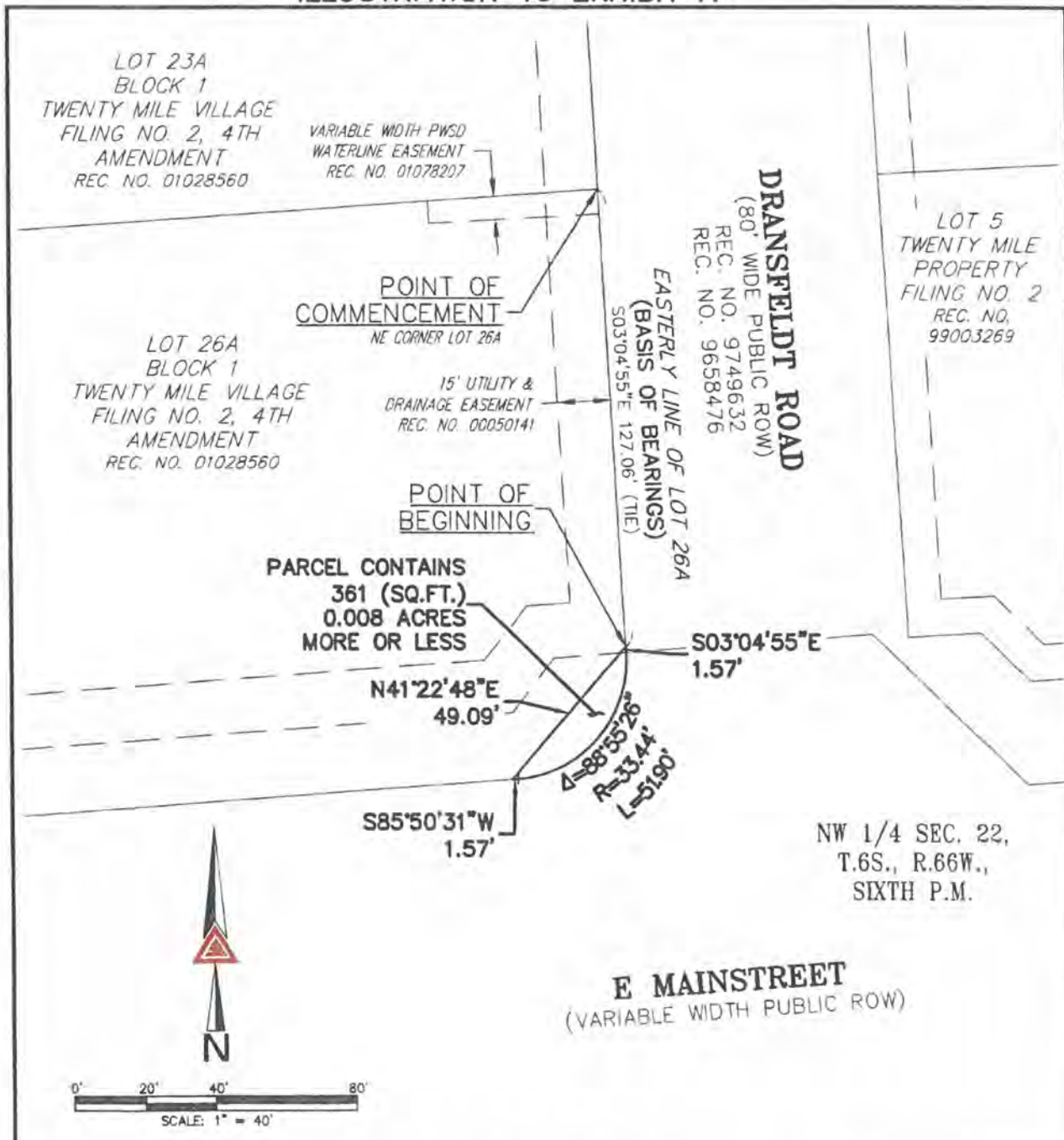
ALL LINEAL DISTANCES ARE REPRESENTED IN U.S. SURVEY FEET.

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: L26A, B1 - PE.DWG
DWG: KOS CHK: JRW
DATE: 09/30/2022
SCALE: 1" = 40'



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



Request for Town Council Action

Date: August 7, 2023

Submitted By: Bob Exstrom, Project Manager

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 1.591 - First Reading**
A Bill for an Ordinance to Approve the Agreement for Purchase and Sale of Land with CDBG, LLC, Concerning Lot 23A, Block 1, Twenty Mile Village Filing No. 2, 4th Amendment
Department: Engineering and Public Works, Bob Exstrom
Second Reading: August 21, 2023

EXECUTIVE SUMMARY

The purpose of this ordinance is to approve the Right-of-Way Purchase and Sale Agreement for the conveyance of real property from CBDG LLC for a Portion of Lot 23A, Block 1, Twenty Mile Village Filing No. 2, 4th Amendment.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town is currently in receipt of final construction drawings 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. The roadway will be widened from a four (4) lane section to a five (5) lane section, including the addition of one new southbound thru/right-turn lane. Additionally, sidewalks and curb ramps will be reconstructed along the widened section to increase pedestrian mobility and ADA compliance.

In November 2022, Town Council approved Ordinance No. 1.570 which authorized staff to proceed with good faith negotiations regarding procurement of right-of-way and temporary construction easements necessary to construct the Project. There are five (5) impacted parcels inside the Project limits and this ordinance addresses the permanent and temporary acquisitions of real property required from CBDG LLC for a Portion of Lot 23A, Block 1, Twenty Mile Village Filing No. 2, 4th Amendment.

Approximately 241 SF of additional right-of-way is necessary to relocate existing traffic facilities and accommodate new sidewalks and curb ramps.

Approximately 3,060 SF of temporary construction easement is needed to facilitate construction

and for restoration of private landscaping and irrigation that are anticipated to be impacted due to the widening. See the Vicinity Map attached to this memo.

FINANCIAL IMPACT

The purchase price for this acquisition, including the right-of-way and temporary construction easement, is \$26,120.00 (excluding closing costs). Funding has been appropriated for this acquisition in the Urban Renewal Projects fund (301-4652).

STRATEGIC GOAL(S)

SUPPORT AN
ACTIVE COMMUNITY



ENHANCE ECONOMIC
VITALITY



PROMOTE A SAFE AND
HEALTHY COMMUNITY

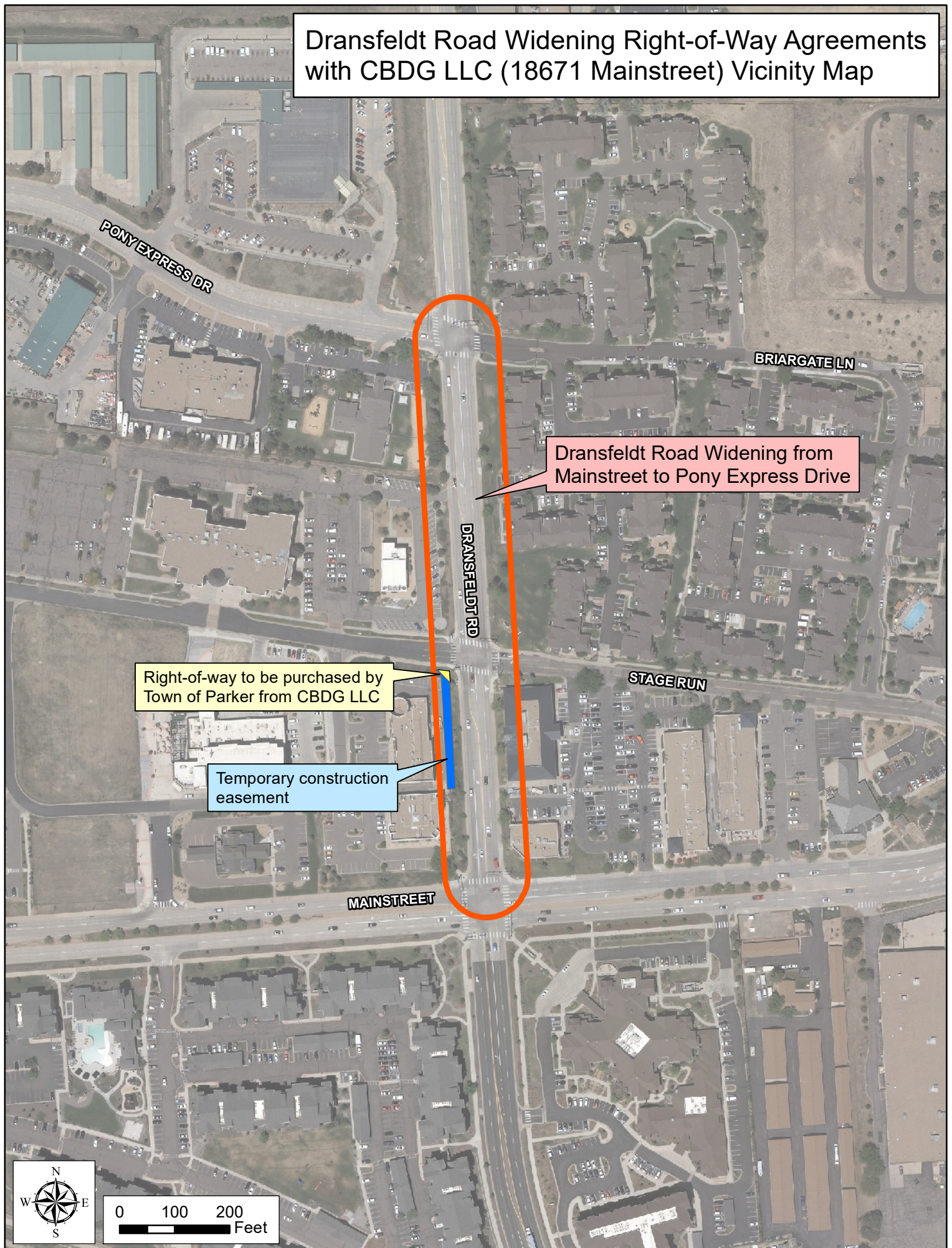
ATTACHMENTS

1. Vicinity Map
2. Ordinance No. 1.591

RECOMMENDED MOTION

I move to approve Ordinance 1.591 on first reading and to schedule second reading for August 21, 2023, as part of the consent agenda.

Dransfeldt Road Widening Right-of-Way Agreements with CBDG LLC (18671 Mainstreet) Vicinity Map



ORDINANCE NO. 1.591, Series of 2023

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE AGREEMENT FOR PURCHASE AND SALE OF LAND WITH CDBG, LLC, CONCERNING LOT 23A, BLOCK 1, TWENTY MILE VILLAGE FILING NO. 2, 4th AMENDMENT

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 Agreement for the Purchase and Sale of Land with CDBG, LLC, Concerning Lot 23A, Block 1, Twenty Mile Village Filing No. 2, 4th Amendment, which Agreement 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 _____, 2023.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2023.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Kristin Hoffmann, Town Attorney

EXHIBIT 1

TOWN OF PARKER

RIGHT-OF-WAY PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2023, by and between **CBDG, LLC**, ("Seller") and the Town of Parker, a Colorado Home Rule Municipality, whose address is 20120 E. Mainstreet, Parker, Colorado 80138 ("Purchaser").

WITNESSETH:

WHEREAS, Seller owns certain real property in Douglas County, Colorado, together with tangible and intangible rights appurtenant to or benefiting that property; and

WHEREAS, Seller wishes to transfer and convey a portion of that property to Purchaser in order to avoid condemnation proceedings, and Purchaser wishes to acquire that property from Seller.

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

1. Purchase and Sale Agreement. Subject to the terms, provisions, covenants and conditions herein contained, Seller hereby agrees to sell and convey and Purchaser hereby agrees to purchase and pay for:

- (a) A parcel of real property located in Douglas County, Colorado, and more specifically described in **Exhibit A**, attached hereto and incorporated herein by this reference, together with all easements and rights-of-way appurtenant thereto and all improvements and fixtures of a permanent nature currently on the premises; and
- (b) A temporary easement located in Douglas County, Colorado, and more specifically described in **Exhibit B**.

2. Purchase Price and Payment. The parties agree that the purchase price for the Property shall be **\$26,120.00** (the "Purchase Price"), payable in cash or certified funds, delivered to Seller at closing and upon delivery of the deed at closing, less any amounts to be withheld in accordance with Section 8 of this Agreement, and further subject to all terms and conditions set forth in this Agreement.

3. Merchantability of Title; Objections to Title.

(a) Seller represents to Purchaser that at closing Seller will have and will convey to Purchaser good, merchantable and insurable title to the Property, including fee simple title to the

Property described in **Exhibit A**, subject only to prorated general real estate taxes on the Property described in **Exhibit A** for the current year and to any burdens, easements, rights-of-way, agreements, reservations, restrictions and encumbrances described in the title commitment approved by Purchaser as hereinafter provided (the "Permitted Exceptions").

(b) Seller represents and covenants to the Purchaser that it comprises all of the parties who have a fee interest in the property interests being acquired herein, and that to the best of Seller's knowledge, there are no other interested parties in said property, except with regard to the Permitted Exceptions.

(c) If Purchaser deems, in its sole discretion, that title for any reason is not merchantable in Seller, Purchaser shall give immediate notice thereof to Seller, and Seller shall make a reasonable effort to correct any defects objectionable to Purchaser prior to the closing date.

(d) If Seller is unable or unwilling to correct such defects on or before the closing date, this Agreement, at Purchaser's option, may be declared void and of no force or effect. In the event of such termination, the parties shall have no further rights or obligations hereunder.

(e) The Seller acknowledges that the Purchase Price is full and just compensation for all of its interests, the interests of all lienors, deed of trust holders and beneficiaries, mortgagees, lessees (whether or not the lease is recorded), and any and all other legal or equitable interests in the Property that exist at the time of the closing except for the Permitted Exceptions.

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

5. Closing Documents. At closing, the Seller shall execute and deliver to the Purchaser the following documents:

- (a) A general warranty deed, prepared by legal counsel for the Town of Parker, conveying the property described in Exhibit A to Purchaser in fee simple, free and clear of all general real estate taxes on the Property except for the current year, all liens for any improvements installed as of the date of closing whether assessed or not, and all easements, covenants, liens and encumbrances which are shown on the title commitment and are not accepted by Purchaser at closing, which deed shall include a notation that the Property is being purchased under threat of condemnation and that other factors were included in the determination of the price in addition to fair market value;
- (b) A temporary easement in the form attached hereto as Exhibit B; and
- (c) Such other documents as reasonably required by the title insurance company to accomplish the closing and allow for the issuance of a title insurance policy to the Town.

6/1/2023

C:\USERS\NRAGL\WESTERN STATES DROPBOX\PARKER\50-34 DRANSFELDT WIDENING\OWNERS\CBDO LLC\REVISED
PSA PURCHASE AND SALE-A013023-CYHREV-053123-2-CLEAN-1-23A.DOCX

26
6. Closing. The date, time and location of closing shall be mutually agreed upon by Purchaser and Seller as soon as possible following the execution of this Agreement; provided, however, that if for any reason a closing does not occur on or before **September 15, 2023** or such other date mutually agreed to in writing by the parties. Purchaser and Seller shall be entitled to exercise their rights contained in the "Remedies" section contained herein.

7. Closing Costs. Purchaser shall pay any closing fees charged by the title insurance company and all recording fees for the documents delivered by Seller to Purchaser hereunder. Each party shall be responsible for the payment of its own attorney's fees incurred in connection with the transaction that is the subject of this Agreement.

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

9. Entry on Property. Seller shall allow Purchaser and its authorized representatives to enter upon the Property from time to time prior to closing for the purposes of placing markers and conducting visual inspections, surveys, subsurface drilling, soil tests, groundwater tests, environmental audits and tests to determine adverse environmental conditions and contamination. Purchaser's representatives shall give reasonable notice to the Seller upon entering the Property for these purposes. All costs and expenses of such inspection shall be borne solely by Purchaser.

10. Risk of Loss; Damage to Property. If improvements are located on the Property, loss or damage to the improvements from any cause, including but not limited to fire, vandalism, or acts of God, from the date of this Agreement until the conveyance of said deed from Seller to the Purchaser shall be the risk of the Seller. If, prior to closing, improvements are destroyed or damaged in whole or in part, this Agreement may be canceled at the option of the Purchaser. The Purchaser, at its option shall have the right to proceed with specific performance of this Agreement despite such damage, provided that the Purchaser shall be entitled to all the credit for insurance proceeds resulting from such damage, not exceeding, however, the total purchase price.

11. Seller's Representations. Seller represents that to the best of its knowledge, as of the date hereof, and as of the date of the closing, that the following are true and correct:

(a) Soils. Seller has no knowledge of any patent or latent defects, soil deficiencies, or subsurface anomalies existing on the Property;

(b) No litigation or investigations. There is no pending or threatened litigation, proceeding, or investigation by any governmental authority or any other person known to Seller against or otherwise affecting the Property other than: (list, if any) _____, nor does Seller know of any ground for any such litigation, proceedings or investigations; and

(c) Documents. Each and every document, schedule, item, and other information

6/1/2023

C:\USERS\NRAGL\WESTERN STATES DROPBOX\PARKER\50-34 DRANSFELDT WIDENING\OWNERS\CBDG LLC\REVISED
PSA PURCHASE AND SALE-A013023-CYHREV-053123-2-CLEAN-123A.DOCX

delivered or to be delivered by the Seller to the Purchaser hereunder, or made available to the Purchaser for inspection hereunder, shall be accurate and correct; and

(d) No special assessments. There are no special assessments which now burden or encumber the Property, there are no special assessments currently proposed as to the Property and the Property shall be free and clear of all liens for special improvements installed as of the date of closing, whether assessed or not; and

(e) Leases. Seller has notified Purchaser of all leases, tenancies or rental agreements relating to the Property, or to any part thereof; and

(f) Third party improvements. Seller has notified Purchaser of all improvements, real or personal, on the Property not owned by the Seller and Seller hereby warrants to Purchaser that it is the lawful owner of all other improvements located in or on the Property and is entitled to compensation for same.

(g) Easements. Seller has notified Purchaser of all easements, rights-of-way or claims of possession not shown by record, whether by grant, prescription, adverse possession or otherwise, as to any part of the Property; and

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

(i) No pollution.

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

(2) Seller has not caused and will not cause, and to the best of Seller's knowledge, after diligent investigation and inquiry, there never has occurred, the release of any hazardous substance on the Property;

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

(4) There is no asbestos on the Property;

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

(6) By acquiring the Property, Purchaser will not incur or be subject to any "superfund" liability for the cleanup, removal or remediation of any hazardous substance from the

6/1/2023

C:\USERS\NRAGL\WESTERN STATES DROPBOX\PARKER\CS0-34 DRANSFELDT, WIDENING OWNERS\CBDG LLC\REVISED
PSA PURCHASE AND SALE-A013023-CYHREV-053123-2-CLEAN-123A.DOCX

real estate or any liability, cost, or expense for the removal of any asbestos or underground storage tank from the Property.

(The terms "hazardous substance," "release," and "removal," as used herein, shall have the same meaning and definition as set forth in paragraphs (14), (22) and (23), respectively, of Title 42 U.S.C. Section 9601; provided, however, that the term "hazardous substance," as used herein, also shall include "hazardous waste," as defined in paragraph (5) of 42 U.S.C. Section 6903 and "petroleum," as defined in paragraph (8) of 42 U.S.C. 6991. The term "superfund," as used herein, means the Comprehensive Environment Response, Compensation and Liability Act, as amended, Title 42 U.S.C. Section 9601, *et seq.*, as amended, and any similar state statute or local ordinance applicable to the Property, and all rules and regulations promulgated, administered and enforced by any governmental agency or authority pursuant thereto. The term "underground storage tank," as used herein, shall have the same meaning and definitions as set forth in paragraph (1) of 42 U.S.C. Section 6991. Seller agrees to cooperate with the Purchaser in completing an environmental audit, if one is conducted. Should any environmental audit reveal the presence of hazardous materials on the property, then the Purchaser has the express option of terminating this Agreement.)

(j) In order to provide the Purchaser with information to protect the Purchaser and its contractors and agents, the Seller agrees to provide any information whatsoever that it may have with regard to environmental contamination and will answer environmental inventory questions, to the best of the Seller's knowledge, if requested by the Purchaser.

12. Contingencies.

(a) Performance by Purchaser under this Agreement is expressly contingent upon Purchaser's inspection of the Property, review of all agreements and information affecting the Property, review and approval of the title commitment and title documents, any appraisal of the Property which the Purchaser has obtained, approval by the Purchaser of any survey of the Property and approval by the Town Council of the Town of Parker of the acquisition of the Property.

(b) Seller agrees that closing of this Agreement is contingent upon the partial release and/or satisfaction of the exceptions shown in the title commitment for the property, unless the Purchaser agrees in writing to acquire the Property subject to any such exceptions. While Purchaser will assist the Seller in obtaining releases or satisfaction of the exceptions, the obligation is Seller's.

(c) If Purchaser physically damages the remaining property of the Seller by its construction activities, the Purchaser shall be responsible to restore such damaged property or make restitution to the Seller.

(d) In the event of termination of this Agreement due to the failure of any contingency, the parties shall have no further rights or obligations hereunder.

13. Remedies.

(a) In the event that the Seller fails to consummate this Agreement for any reason, except

6/1/2023

C:\USERS\NRAGL\WESTERN STATES DROPBOX\PARKER\CS0-34 DRANSFELDT WIDENING\OWNERS\CBDG LLC\REVISED
PSA PURCHASE AND SALE-A013023-CYHREV-053123-2-CLEAN-123A.DOCX

Purchaser's default or termination of this Agreement by Purchaser pursuant to the provisions hereof, Purchaser may, at its option, enforce this Agreement by (1) terminating this Agreement and proceeding with a condemnation action, and the Purchaser may utilize this Agreement as an admission of the value of the property being acquired, or (2) bringing an action against the Seller for specific performance or damages or both. Seller acknowledges and agrees that the subject of this Agreement is unique and irreplaceable and damages would be a wholly inadequate remedy for Purchaser in the event of termination of this Agreement by Seller.

(b) In the event that Purchaser shall fail to close on this Agreement for any reason, Seller shall not be entitled to enforce this Agreement through an action for specific enforcement, nor shall Seller be entitled to any damages from Purchaser for any such failure, and Seller's exclusive remedy shall be the rescission of this Agreement. In the event of default or termination of this Agreement by Purchaser, the parties shall have no further rights or obligations hereunder.

(c) If there is a default by the Seller under this Agreement and the Purchaser elects to treat the Agreement as terminated and files a condemnation lawsuit to obtain possession of and title to the Property, the Seller hereby agrees and stipulates that (1) there has been a failure of negotiations to acquire the Property and (2) the Purchaser may take possession of the Property immediately upon paying into the registry of the court a deposit equal to the Purchase Price. The Seller and the Purchaser agree that the terms of this paragraph shall survive a default by any party.

(d) In the event that Seller is responsible for pollution of the Property contrary to its representations in paragraph 12 above, Seller shall indemnify Purchaser for all of Purchaser's costs in remediating the pollution as required by local, state and federal law.

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

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

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

17. Recording. This Agreement may be recorded in the records of the Office of the Clerk and Recorder of Douglas County, Colorado.

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

6/1/2023

C:\USERS\NRAGL\WESTERN STATES DROPBOX\PARKER\C50-34 DRANSFELDT WIDENING\OWNERS\CBDG LLC\REVISED
PSA\PURCHASE AND SALE-A013023-CYHREV-053123-2-CLEAN-123A.DOCX

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

20. Nonvoluntary Transfer. The Purchaser acknowledges that the Property is being purchased under threat of condemnation and that other factors may have been considered in the determination of the price set forth herein in addition to fair market value. This transaction represents a nonvoluntary transfer by the owner.

6/1/2023

C:\USERS\NRAGL\WESTERN STATES DROPBOX\PARKER\C50-34 DRANSFELDT WIDENING\OWNERS\CBDG LLC REVISED
PSA PURCHASE AND SALE-A013023-CYHREV-053123-2-CLEAN-123A.DOCX

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

SELLER CBDG, LLC

BY: _____

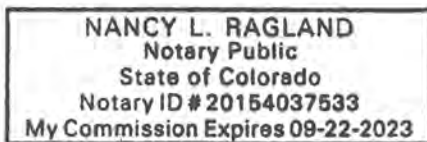
TIMOTHY TIN-TU CAO

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The above and foregoing document was acknowledged before me this 1st day of August, 2023 by Tim Cao as owner for CBDG, LLC.

WITNESS my hand and official seal.

My Commission Expires: 9-22-2023



Notary Public
Address of Notary: _____

PURCHASER:

TOWN OF PARKER

By: _____
Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

Approved as to legal form:

Kristin S. Hoffmann, Town Attorney

6/1/2023

C:\USERS\NRAGL\WESTERN STATES DROPBOX\PARKER\C50-34 DRANSFELDT WIDENING\OWNERS\CBDG LLC\REVISED PSA\PURCHASE AND SALE-A013023-CYHREV-053123-2-CLEAN-123A.DOCX

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF LOT 23A, BLOCK 1, TWENTY MILE VILLAGE FILING NO. 2, 4TH AMENDMENT RECORDED AT RECEPTION NO. 01028560 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 23A;

THENCE ALONG THE EASTERLY LINE OF SAID LOT 23A, SOUTH 03°04'55" EAST, A DISTANCE OF 21.47 FEET;

THENCE DEPARTING SAID EASTERLY LINE, NORTH 43°37'04" WEST, A DISTANCE OF 34.48 FEET TO THE NORTHERLY LINE OF SAID LOT 23A;

THENCE ALONG SAID NORTHERLY LINE, SOUTH 81°08'30" EAST, A DISTANCE OF 22.90 FEET TO THE **POINT OF BEGINNING**

CONTAINING AN AREA OF 0.006 ACRES (241 SQUARE FEET), MORE OR LESS.

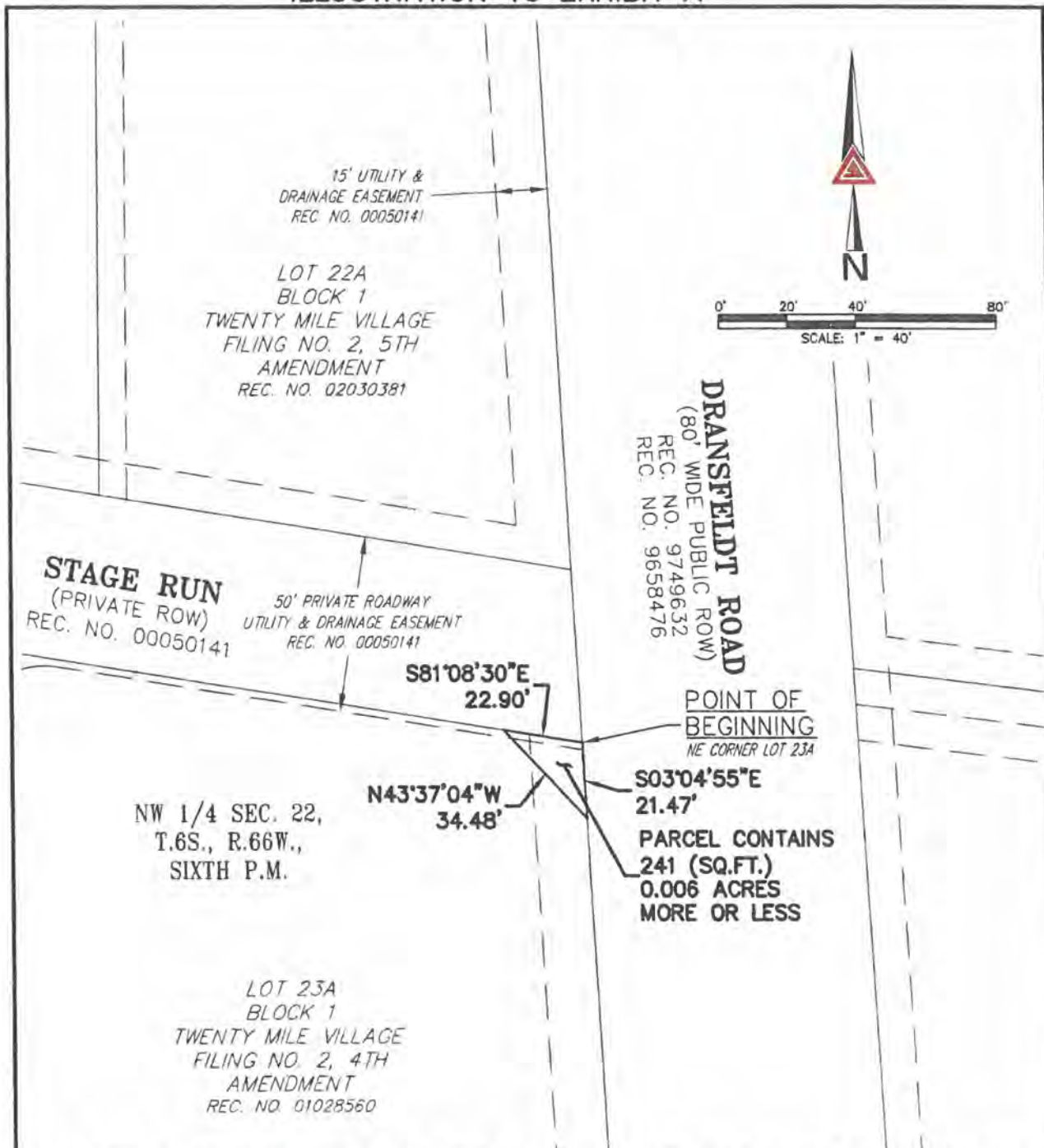
ALL LINEAL DISTANCES ARE REPRESENTED IN U.S. SURVEY FEET.

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: L23A, B1 - PE.DWG
DWG. KDS CHK: JRW
DATE: 09/30/2022
SCALE: 1" = 40'



100 East Mineral Ave.
Suite 1
Littleton, Colorado 80122
Phone: (303) 713-1558
Fax: (303) 713-1997
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

EXHIBIT B
TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That _____, whose address is CBDG LLC whose address is 10463 Stone Willow Dr. Parker, CO 80134 ("**Grantor**"), in consideration of **TEN DOLLARS (\$10.00)**, receipt of which is hereby acknowledged, and other good and valuable consideration, does hereby grant, bargain, sell and convey to **TOWN OF PARKER, a Colorado Home Rule Municipality**, whose address is 20120 E. Mainstreet, Parker, Colorado 80138, ("**Grantee**"), a Temporary Easement for use during construction of the Dransfeldt roadway improvements (the "Project"), together with all rights and privileges as are necessary or incidental to the reasonable and proper use of such easement in and to, over, under and across the tract of land described as follows:

More particularly described on **EXHIBIT A**, attached hereto and by this reference made a part hereof (the "Subject Property").

1. Said Temporary Easement shall expire and be of no further force or effect twelve (12) months after the date Grantee provides written notice of the commencement of the Temporary Easement by Grantor, which notice shall be provided within two (2) years of execution of this Agreement. The Grantor also grants to the Grantee the option to extend this Temporary Easement for a period not to exceed one (1) year from the date of expiration hereof. Any such extension of the Temporary Easement shall be on the same terms and conditions of those set forth herein, including the payment of additional compensation in the amount of \$ 8,262.00 for the one-year extension.

2. During the term of this Temporary Easement, Grantor shall not erect or construct, or allow to be erected or constructed, any building or other structure which may interfere with Grantee's full enjoyment of the rights hereunder.

3. The parties hereto agree that neither has made nor authorized any agreement with respect to the subject matter of this instrument other than expressly set forth herein, and no oral representation, promise or consideration different from the terms herein contained shall be binding on either party, or its agents or employees hereto.

4. Grantor warrants that he has full and lawful authority to make the grant hereinabove contained and promises and agrees to defend Grantee in the exercise of its rights hereunder against any defect in Grantor's title to the land involved or Grantor's rights to make the grant hereinabove contained.

5. Grantee further agrees to provide the following to Grantor during the term of this Temporary Easement:

- A. Grantee shall cause the Contractor of the Project utilizing the Temporary Easement on behalf of the Grantee to name Grantor as an additional insured on its policy of insurance, and Grantee shall provide Grantor with a Certificate of Insurance evidencing such additional insured protection;

- B. Grantee shall further require the Contractor of the Project to include dust mitigation and reduction measures, including (1) the installation of a six (6) foot fence with fabric along the property lines facing the Project for screening and to serve as a wind barrier, and (2) the application of water to open embankment areas on an as needed basis to mitigate and reduce airborne dust;
- C. Grantee shall provide to Grantor prior to commencement of the Project the contact information for both the Project Construction Manager working on behalf of the Town, and contact information for a representative of the Contractor; and
- D. Grantee shall assure that any equipment and materials are stored only on the Subject Property utilized for the Temporary Easement, and may not be stored in any other location on Grantor's Property.

6. Whenever used herein, the singular number shall include the plural, the plural the singular; and the use of any gender shall be applicable to all genders. All of the covenants herein contained shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns.

WITNESS our hand(s) and seal(s) this _____ day of _____, 2023.

GRANTOR: CBDG LLC

BY: _____

TITLE: _____

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by _____, as _____, for CBDG LLC.

WITNESS my hand and official seal.

My Commission Expires:

Notary Public
Address:

GRANTEE: TOWN OF PARKER

By: _____
Michelle Kivela, Town Manager

Date: _____

Attest: _____
Chris Vanderpool, Town Clerk

Approved as to legal form:

Kristin S. Hoffmann, Town Attorney

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF LOT 23A, BLOCK 1, TWENTY MILE VILLAGE FILING NO. 2, 4TH AMENDMENT RECORDED AT RECEPTION NO. 01028560 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 23A;

THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 23A, SOUTH 86°05'05" WEST, A DISTANCE OF 15.00 FEET;

THENCE DEPARTING SAID SOUTHERLY LINE, NORTH 03°04'55" WEST, A DISTANCE OF 207.18 FEET;

THENCE NORTH 43°37'04" WEST, A DISTANCE OF 17.04 FEET TO THE NORTHERLY LINE OF SAID LOT 23A;

THENCE ALONG SAID NORTHERLY LINE, SOUTH 81°08'30" EAST, A DISTANCE OF 3.75 FEET;

THENCE DEPARTING SAID NORTHERLY LINE, SOUTH 43°37'04" EAST, A DISTANCE OF 34.48 FEET TO THE EASTERLY LINE OF SAID LOT 23A;

THENCE ALONG SAID EASTERLY LINE, SOUTH 03°04'55" EAST, A DISTANCE OF 192.93 FEET TO THE **POINT OF BEGINNING**

CONTAINING AN AREA OF 0.070 ACRES, (3,060 SQUARE FEET), MORE OR LESS.

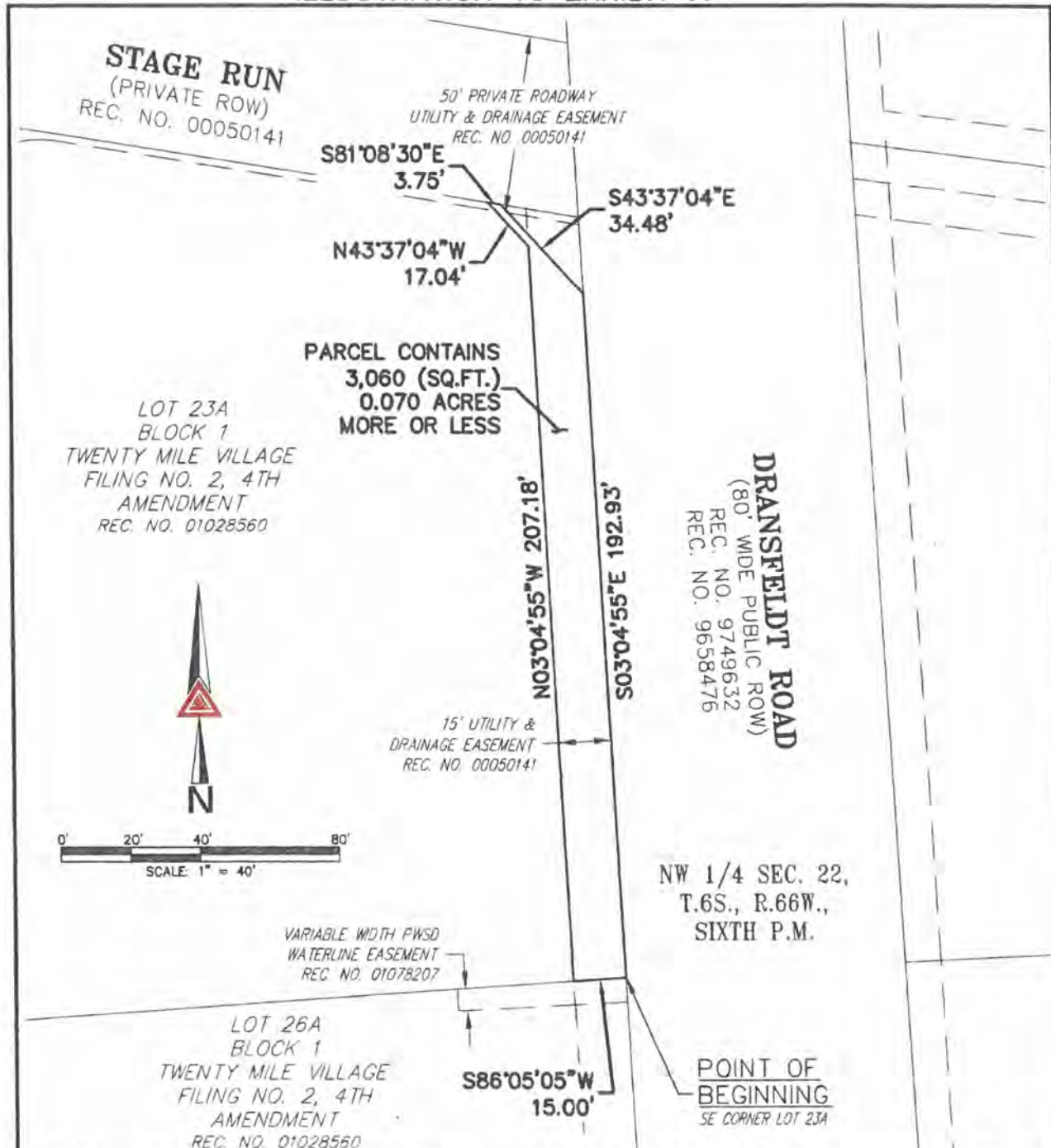
ALL LINEAL DISTANCES ARE REPRESENTED IN U.S. SURVEY FEET.

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: .DWG
DWG: KDS CHK: JRW
DATE: 09/20/2022
SCALE: 1" = 40'



300 East Vineyard Ave.
Suite 1
Littleton, Colorado 80120
Phone: (303) 713-1895
Fax: (303) 713-1897
www.aztec-consultants.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



Request for Town Council Action

Date: August 7, 2023

Submitted By: Bryce Matthews, Assistant Director - Planning
John Fussa, Community Development Director

Reviewed By: Michelle Kivela, Town Manager

Title: **RESOLUTION NO. 23-060**
A Resolution Assigning and Transferring to Douglas County Housing Partnership All of the Town of Parker's 2023 Private Activity Bond Volume Cap Allocation from the State Ceiling for Private Activity Bonds, and Authorizing the Execution and Delivery of an Assignment and Other Documents in Connection Therewith
Department: Community Development, Bryce Matthews

EXECUTIVE SUMMARY

Private Activity Bonds (PABs) are tax-exempt bonds issued by or on behalf of a local or state government to provide financing for IRS qualified projects having a public benefit. The PAB financing may be used for projects such as affordable housing, sewer/water facilities, transportation infrastructure, educational projects, small manufacturing facilities and redevelopment activities. Staff requests Town Council approval for the assignment of the Town's PAB capacity to the Douglas County Housing Partnership consistent with prior years. This will support the Housing Partnership's affordable, workforce and first-time homebuyer housing activities.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The State of Colorado receives PAB capacity from the federal government each year and allocates some of it to local governments including the Town of Parker. For 2023, the Town has received an allocation of \$3,628,088 in PAB capacity from the State.

Since 2013, the Town Council has directed staff to assign the Town's PAB capacity to the Douglas County Housing Partnership on an annual basis. The Housing Partnership uses this capacity to finance the development of affordable and workforce housing for low and moderate income residents throughout Douglas County. The other municipalities that are members of the Housing Partnership have also assigned their PAB capacity to it in prior years.

Generally, the Town has three (3) options for how to address its annual PAB capacity:

1. Take no action by the September 15, 2023 deadline and let the capacity revert back to

- the State;
2. Rollover and assign the capacity to a qualified project (if the Town had such a project);
or
3. Assign the capacity to another eligible issuing entity.

The benefits of assigning the Town's PAB capacity to the Douglas County Housing Partnership include:

1. The capacity stays local;
2. The Town has representation on the Douglas County Housing Partnership Board and has a say in how the capacity is used; and
3. The Town's capacity will provide the Douglas County Housing Partnership with an additional financing tool to support affordable and workforce housing in Douglas County, including in Parker.

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)



**INNOVATE WITH
COLLABORATIVE
GOVERNANCE**



**ENHANCE ECONOMIC
VITALITY**



**DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH**

ATTACHMENTS

1. Resolution No. 23-060

RECOMMENDED MOTION

I move to approve Resolution No. 23-060, as part of the consent agenda.

RESOLUTION NO. 23-060, Series of 2023

TITLE: A RESOLUTION ASSIGNING AND TRANSFERRING TO DOUGLAS COUNTY HOUSING PARTNERSHIP ALL OF THE TOWN OF PARKER'S 2023 PRIVATE ACTIVITY BOND VOLUME CAP ALLOCATION FROM THE STATE CEILING FOR PRIVATE ACTIVITY BONDS, AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN ASSIGNMENT AND OTHER DOCUMENTS IN CONNECTION THEREWITH

WHEREAS, the Town of Parker, Colorado (the "Town"), is authorized by the County and Municipality Development Revenue Bond Act, constituting Article 3 of Title 29, Colorado Revised Statutes, as amended, and the Supplemental Public Securities Act, constituting Title 11, Article 57, Part 2, Colorado Revised Statutes, as amended (the "Supplemental Act"), to finance projects as defined in the Act, including residential housing facilities for low- and middle-income persons and families;

WHEREAS, the Town has been awarded on January 1, 2023, approximately \$3,628,088 (the "2023 Allocation") of the bond ceiling for the State of Colorado (the "State") and its issuing authorities pursuant to the Colorado Private Activity Bond Ceiling Allocation Act, constituting Part 17 of Article 32 of Title 24, Colorado Revised Statutes, as amended (the "Allocation Act"), for use in the issuance of private activity bonds to finance projects under the Act;

WHEREAS, the Allocation Act provides for the assignment of bond allocations between issuing authorities of the State;

WHEREAS, the Town desires to assign and transfer to Douglas County Housing Partnership (the "Assignee") all of the Town's 2023 Allocation, which the Town and the Assignee will commit and reserve for the issuance of such private activity bonds, to finance "projects" under the Act;

WHEREAS, it is necessary to evidence such assignment and transfer and the acceptance thereof by the execution and delivery by the Town of an Assignment, dated as of its date in 2023 (the "Assignment"), by and between the Town and the Assignee, which is attached hereto as **Exhibit A** and incorporated by this reference; and

WHEREAS, the Assignee proposes to issue its housing revenue bonds pursuant to § 29-1-204.5, Colorado Revised Statutes, as amended (the "Act"), and the Supplemental Act (the "Bonds") to finance "projects" under the Act (the "Project").

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

Section 1. In order to finance the Project, the Town hereby (i) assigns and transfers to the Assignee an amount equal to all of the Town's 2023 Allocation; and (ii) approves, authorizes and directs the Mayor of the Town to sign and deliver, and the Town Clerk to attest and deliver, the Assignment in substantially the form presented to the Town Council. A copy of the proposed

Assignment is on file in the Office of the Town Clerk and is available for inspection by the public.

Section 2. The Mayor of the Town is hereby authorized and directed to execute and deliver, and the Town Clerk is hereby authorized and directed to attest and deliver, such other agreements and certificates and to take such other actions as may be necessary or convenient to carry out and give effect to the Assignment and this Resolution.

Section 3. Nothing contained in this Resolution or the Assignment shall constitute a debt, indebtedness or multiple-fiscal year direct or indirect debt or other financial obligation of the Town within the meaning of the Constitution or statutes of the State of Colorado or the home rule charter of any political subdivision thereof, nor give rise to a pecuniary liability of the Town or a charge against its general credit or taxing powers.

Section 4. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of any such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 5. This Resolution shall be in full force and effect upon its passage and approval.

RESOLVED AND PASSED this _____ day of _____, 2023.

TOWN OF PARKER, COLORADO

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

EXHIBIT A

ASSIGNMENT

THIS ASSIGNMENT (the “Assignment”), dated this ____ day of _____, 2023, is by and between the **TOWN OF PARKER, COLORADO**, a municipal corporation and political subdivision of the State of Colorado (the “Assignor”), and **DOUGLAS COUNTY HOUSING PARTNERSHIP**, a Multijurisdictional Housing Authority (the “Assignee”);

W I T N E S S E T H :

WHEREAS, the Assignor has been awarded \$3,628,088 (the “2023 Allocation”) of private activity bond volume cap allocation for the State of Colorado and its issuing authorities (the “State Ceiling”) computed under Section 146(d) of the Internal Revenue Code of 1986, as amended (the “Code”), and under the Colorado Private Activity Bond Ceiling Allocation Act, Part 17 of Article 32 of Title 24, Colorado Revised Statutes, as amended (the “Allocation Act”), for use in the issuance of private activity bonds; and

WHEREAS, subject to the terms and conditions set forth herein, the Assignor desires to assign to the Assignee, and the Assignee desires to accept all of the Assignor’s 2023 Allocation, which the Assignor has committed and reserved for the issuance of such private activity bonds; and

WHEREAS, the private activity bonds will be issued by the Assignee pursuant to § 29-1-204.5, Colorado Revised Statutes, as amended (the “Act”), and the Supplemental Public Securities Act, constituting Title 11, Article 57, Part 2, Colorado Revised Statutes, as amended (the “Supplemental Act”), and such bonds will be used only for “projects” as described in the Act;

NOW THEREFORE, in exchange for the agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. The Assignor hereby assigns and transfers to the Assignee all of the Assignor’s 2023 Allocation. The Assignee agrees to use all of the Assignor’s 2023 Allocation only for “projects” as described in the Act. In addition, the Assignor hereby consents to the election by the Assignee, if the Assignee in its discretion so decides, to treat all of the Assignor’s 2023 Allocation as an allocation for a project with a carryforward purpose, thus avoiding reversion of such 2023 Allocation to the statewide balance under the Allocation Act, or to assign such 2023 Allocation or a portion thereof to another Assignee.

Section 2. The Assignor represents that it has received no monetary consideration for the assignment set forth above.

Section 3. The Assignee hereby accepts the assignment of all of the Assignor’s 2023 Allocation from the State Ceiling described above, subject to the terms and conditions contained herein.

Section 4. The Assignor and Assignee each agree that it will take such further action and adopt such further proceedings as may be required to implement the terms of this

Agreement, including but not limited to the Assignee filing an IRS Form 8328 "Carryforward Election of Unused Private Activity Bond Volume Cap" with respect to all of the Assignor's 2023 Allocation.

Section 5. This Assignment is effective upon execution and is irrevocable.

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this instrument to be executed to be effective as of the date and year first written above.

TOWN OF PARKER, COLORADO, as
Assignor

By: _____
Jeff Toborg, Mayor

[SEAL]

ATTEST:

Chris Vanderpool, Town Clerk

**DOUGLAS COUNTY HOUSING
PARTNERSHIP**, as Assignee

By: _____
Maria Ciano, Executive Director

[SEAL]

ATTEST:

By _____
Its: _____



Request for Town Council Action

Date: August 7, 2023

Submitted By: Kristin Hoffmann, Town Attorney

Reviewed By: Michelle Kivela, Town Manager

Title: **RESOLUTION NO. 23-069**
A Resolution Setting a Public Hearing for Consideration of a Petition to Form the Chambers Commercial Center Business Improvement District and Directing the Town Clerk to Cause a Notice of the Hearing to be Published and Mailed Pursuant to the Business Improvement District Act

Department: Town Attorney, Kristin Hoffmann

EXECUTIVE SUMMARY

This resolution sets the public hearing on the petition for organization of the Chambers Commercial Center Business Improvement District for August 21, 2023, at 7 p.m. at the Parker Town Hall.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

On July 25, 2023, a petition for the organization of the Chambers Commercial Center Business Improvement District (the “Chambers BID”) was filed with the Town Clerk. C.R.S. § 31-25-1206 requires the Council to set a date and time for a public hearing on the petition and that notice of the hearing be given by publication and mailing. This resolution sets the public hearing for August 21, 2023, at 7 p.m. at Parker Town Hall.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)



ATTACHMENTS

1. Resolution No. 23-069

RECOMMENDED MOTION

I move to approve Resolution No. 23-069 as part of the consent agenda.

RESOLUTION NO. 23-069, Series of 2023

TITLE: A RESOLUTION SETTING A PUBLIC HEARING FOR CONSIDERATION OF A PETITION TO FORM THE CHAMBERS COMMERCIAL CENTER BUSINESS IMPROVEMENT DISTRICT AND DIRECTING THE TOWN CLERK TO CAUSE A NOTICE OF THE HEARING TO BE PUBLISHED AND MAILED PURSUANT TO THE BUSINESS IMPROVEMENT DISTRICT ACT

WHEREAS, the Town of Parker (the “Town”) is a municipal corporation duly organized and existing as a home rule municipality under Article XX of the State Constitution and laws of the State of Colorado; and

WHEREAS, the members of the Town Council of the Town of Parker have been duly elected and qualified; and

WHEREAS, on July 25, 2023, there was filed with the Town Clerk a petition (the “Petition”) requesting the organization of the Chambers Commercial Center Business Improvement District (the “BID”) within the Town; and

WHEREAS, C.R.S. § 31-25-1206 requires the Town Council to set a date and time for a public hearing on the Petition for organization of the BID and that notice of the hearing be given by publication and mailing.

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

Section 1. A public hearing on the Petition shall be held at 7:00 p.m., on Monday, August 21, 2023, at Council Chambers, Parker Town Hall, 20120 E. Mainstreet, Parker, Colorado 80138, at which time and place any interested party may appear and be heard on the sufficiency of the Petition.

Section 2. Pursuant to the Business Improvement District Act, the Town Clerk is directed to provide notice of the hearing by publication and mailing, as required by C.R.S. § 31-25-1206.

RESOLVED AND PASSED this _____ day of _____, 2023.

TOWN OF PARKER, COLORADO

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk



Request for Town Council Action

Date: August 7, 2023
Submitted By: Jim Gilbert, Deputy Director of Operations
Reviewed By: Michelle Kivela, Town Manager
Title: **Town Hall Roof Contract**
Amount: **\$499,506**
Contractor: **Alpine Roofing**
Department: **Engineering and Public Works, Jim Gilbert**

EXECUTIVE SUMMARY

Facilities Maintenance is requesting Town Council's approval to enter into a contract with Alpine Roofing for the replacement of the flat roof sections of Town Hall. This project is budgeted and planned as part of the 2023 fiscal year and includes removal and replacement of the existing flat roof sections of Town Hall. This roof is original to the building construction (circa 2003) and has reached the end of its useful life. The existing roof is a ballasted membrane roof which is prone to damage as it ages due to the rocks used for ballast material. Over the past several years, Facilities Maintenance has hired roofing companies to repair damaged areas of this roof and recent inspections in 2022 indicated that it would be best practice to replace the existing roof with a fully adhered membrane roof.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town of Parker publicly requested competitive bids through a request for quotation process for this project (CIP23-014). There were approximately twenty (20) companies represented at a mandatory pre-bid meeting for this project.

The Town of Parker received two (2) sealed bids from contractors, with Alpine Roofing being the lowest responsible bidder. Alpine Roofing has performed as a prime contractor and completed projects in the past with the Town of Parker. Therefore, staff recommends moving forward with this contract award.

The bid results were as follows:

Alpine Roofing Ltd.	\$499,506
Colorado Moisture Control	\$624,465

FINANCIAL IMPACT

There are no additional financial impacts anticipated at this time.

STRATEGIC GOAL(S)



FOSTER COMMUNITY
CREATIVITY AND
ENGAGEMENT



SUPPORT AN
ACTIVE COMMUNITY



PROMOTE A SAFE AND
HEALTHY COMMUNITY

ATTACHMENTS

None

RECOMMENDED MOTION

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



Request for Town Council Action

Date: August 7, 2023
Submitted By: Patrick Burke, Project Engineer
Reviewed By: Michelle Kivela, Town Manager
Title: **Preliminary Design Contract for Hilltop and Parker Road Improvements**
Amount: \$192,166
Contractor: Wilson & Company
Department: Engineering and Public Works, Patrick Burke

EXECUTIVE SUMMARY

This agenda item is for the approval of a professional services agreement with Wilson & Company for the preliminary design of the Hilltop and Parker Road Improvements Project.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town completed the conceptual design of the Hilltop and Parker Road Improvements project in December 2022. The project generally consists of adding an additional westbound to southbound left turn lane and the associated roadway widening and drainage improvements. A dedicated northbound to eastbound right turn lane will also be added, which includes additional roadway widening and drainage improvements. This improvement will also require construction of a new retaining wall on the east side of Parker Road.

The contract amount for preliminary design services is \$192,166, which is in line with typical costs for a project of this size and scope. Preliminary design services will generally include: subsurface utility engineering and utility coordination, topographic survey and right-of-way mapping, pavement design and geotechnical report, preliminary roadway and drainage design, cost estimating, and project management services. The estimated duration of this effort is approximately 10 months from notice to proceed. Additional design contracts will be needed to finalize the design and for select construction administration services. Construction is tentatively scheduled for 2025.

FINANCIAL IMPACT

Funding has been appropriated for the preliminary design effort in the Highway and Streets Capital Project fund (301-4310-7677).

STRATEGIC GOAL(S)



SUPPORT AN
ACTIVE COMMUNITY



PROMOTE A SAFE AND
HEALTHY COMMUNITY

ATTACHMENTS

None

RECOMMENDED MOTION

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



Request for Town Council Action

Date: August 7, 2023

Submitted By: Chris Hudson, Deputy Director of Engineering

Reviewed By: Michelle Kivela, Town Manager

Title: **2023 Townwide Pavement Markings - Crosswalk/Symbols Project (CIP 23-011)**

Amount: **\$228,570.58**

Contractor: **Kolbe Striping Inc.**

Department: **Engineering and Public Works, Chris Hudson**

EXECUTIVE SUMMARY

The Town of Parker negotiated a contract amount of \$228,570.58 with Kolbe Striping, Inc. for the 2023 Townwide Pavement Markings - Crosswalk/Symbols Project (CIP23-011). The 2021 contract, which was publicly advertised, competitively bid, and awarded to Kolbe Striping, included the option for two (2) contract renewals which the Town could exercise. Maintaining our pavement markings will ensure the traveling public can safely navigate our roadways, since the pavement marking wears/fades over time.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

On an annual basis, the Town of Parker updates/replaces the crosswalks and symbols pavement markings on those roadways that show the most wear. The Town of Parker's crosswalks and symbols pavement markings inventory includes, but is not limited to, crosswalk bars, lane use arrows and bike symbols. These pavement markings require annual maintenance to ensure their quality and retro-reflectivity due to damage from vehicle tire wear and environmental damage (sun and weather).

The Town specifies thermoplastic and plastic pavement marking materials for crosswalks and symbols due to its superior durability over paint. Installation requires specialty equipment the Town does not possess due to the high capital expense. Therefore, the Town bids this work through qualified area contractors.

Staff identified the roadway segments that required this maintenance and estimated the areas requiring maintenance. These quantities were used as a basis for the staff negotiation of the 2023 contract with Kolbe Striping. The 2021 contract, which was publicly advertised, competitively bid and awarded to Kolbe Striping (it was the lowest responsible bidder), included the option for two (2) contract renewals which the Town could exercise. With the award of this contract, this would be the second renewal option. Town staff elected to negotiate the 2023

contract based on a successfully completed 2021 contract plus the 2022 contract and recommends award of the 2023 contract. Pricing provided for the contract by Kolbe Striping is fair with a price increase mainly due to supplier cost increases. Due to continuing supply chain issues and associated labor increases, the cost of pavement marking materials needed for the project has seen minor increases. The dollar amount of this contract has also increased over the past years due to an increased scope of work.

FINANCIAL IMPACT

Funding for the annual striping contract is part of the approved 2023 budget under Traffic Services in the general fund (101-4312).

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: August 7, 2023
Submitted By: Cheri Sullivan, Community Relations Liaison
Reviewed By: Michelle Kivela, Town Manager
Title: **RESOLUTION NO. 23-061**
A Resolution to Appoint Members to the Parker Youth Commission
and to Appoint a Vice-Chair
Department: Town Manager, Cheri Sullivan

EXECUTIVE SUMMARY

The purpose of this resolution is to appoint members to the Parker Youth Commission and to appoint a Vice-Chair.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Parker Youth Commission (PYC) consists of nine (9) members, initially appointed with staggered terms so that five (5) were appointed for two-year terms and four (4) were appointed for one-year terms in 2022. Thereafter, Commissioners are appointed to two-year terms. The Vice-Chair will be appointed for a one-year term, and, upon completion of that term, they will assume the role of the Chair for a one-year term.

The purpose of the PYC is to provide a means for youth in the Town of Parker to learn about government, participate in the process, and to represent and articulate the needs of the community's youth. They serve in an advisory capacity to the Town Council.

The terms for four (4) regular members expire on August 31, 2023. Three (3) candidates meeting the requirements for service applied for appointment to the PYC and were interviewed on July 11, 2023. The Review Committee consisted of Mayor Jeff Toborg, Town Councilmember Laura Hefta, Community Relations Liaison Cheri Sullivan, Cultural Education Manager Kirstin Fletcher, Education Recreation Manager Errin Koon and PD Outreach Coordinator Bri Rock.

The Review Committee recommends the Town Council approve Resolution No. 23-061, which would accomplish the following:

1. Appoint the following three (3) regular members to the Parker Youth Commission for a two-year term, ending on August 31, 2025 (leaving one (1) vacancy):

- a. Alisa Babić
- b. Bella Harper
- c. Izzy Sanchez

2. Appoint Bella Harper as Vice-Chair of the Parker Youth Commission for a one-year term, ending on August 31, 2024. Upon completion of this term, she will assume the role of the Chair for a one-year term, ending on August 31, 2025.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)

FOSTER COMMUNITY
CREATIVITY AND
ENGAGEMENT

ATTACHMENTS

1. Resolution No. 23-061

RECOMMENDED MOTION

I move to approve Resolution No. 23-061.

RESOLUTION NO. 23-061, Series of 2023

TITLE: A RESOLUTION TO APPOINT MEMBERS TO THE PARKER YOUTH COMMISSION AND TO APPOINT A VICE-CHAIR

WHEREAS, the terms for four (4) regular members of the Parker Youth Commission expire on August 31, 2023;

WHEREAS, the Town Council of the Town of Parker desires to appoint three (3) regular members (leaving one (1) vacancy) to the Parker Youth Commission for the term expiring August 31, 2025;

WHEREAS, the Town Council desires to appoint Bella Harper as the Vice-Chair of the Parker Youth Commission.

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 appoints three (3) regular members to the Parker Youth Commission, for the term expiring August 31, 2025, as described in **Exhibit A**, which is attached hereto and incorporated by this reference.

Section 2. The Town Council hereby appoints Bella Harper as the Vice-Chair of the Parker Youth Commission.

RESOLVED AND PASSED this _____ day of _____, 2023.

TOWN OF PARKER, COLORADO

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

EXHIBIT A

1. Appointment of five (5) regular Parker Youth Commission members for a term up to and including August 31, 2024.

- a. Amara Fantl
- b. Carson Flowers
- c. Sarah Goudjil
- d. Noor Reslan
- e. Aarav Varma

2. Appointment of four (4) regular Parker Youth Commission members for a term up to and including August 31, 2025.

- a. Alisa Babić
- b. Bella Harper
- c. Izzy Sanchez
- d. _____ (vacant)



Request for Town Council Action

Date: August 7, 2023

Submitted By: Amber Wood Hicken, Planner I
Stacey Nerger, Senior Planner
John Fussa, Community Development Director

Reviewed By: Michelle Kivela, Town Manager

Title: **HIGHLANDS AT KING'S POINT REZONE (Continue to a date uncertain)**

Applicant: **THK Associates**

Location: **North of Cottonwood Drive between King's Point Way and E-470**

Department: **Community Development, Amber Wood Hicken**

TRAKiT No.: **Z22-035**

EXECUTIVE SUMMARY

The applicant, Peter Niederman, on behalf of the William M. Moore 2014 Irrevocable Trust is proposing to amend the Crown Point Center Planned Development (PD) zoning by removing a property from the PD. The subject property will then be added to the Highlands at King's Point PD to expand the Commercial Planning Area. The property is located at the northeast corner of the intersection of Cottonwood Drive and Kings Point Way.

The Rezoning application is one (1) proposal but requires two (2) ordinances to implement; Ordinance No. 3.74.3 to remove the subject property from the Crown Point Center PD; and Ordinance No. 3.331.1 to include the subject property in the Highlands at Kings Point PD.

The Town Council, in reviewing the rezoning application, shall consider the following factors:

1. A need exists for the proposal;
2. The particular parcel of ground is indeed the correct site for the proposed development;
3. There has been an error in the original zoning; or
4. There have been significant changes in the area to warrant a zone change;
5. Adequate circulation exists and traffic movement would not be impeded by development; and
6. Additional municipal service costs will not be incurred which the Town is not prepared to meet.
7. There are minimal environmental impacts or impacts can be mitigated.
8. The proposal is consistent with the Town Master Plan maps, goals and policies.
9. There is adequate waste and sewage disposal, water, schools, parks and recreation, and other services to the proportional degree necessary due to the impacts created by the

proposed land uses.

STAFF RECOMMENDATION

Continue

BACKGROUND/DISCUSSION

The applicant has submitted a rezoning application to transfer a 2.54-acre property, Lot 1 - Block 7 in Crown Point Filing No. 1, from the Crown Point PD to the adjacent Highlands at King's Point PD. The subject property is irregular in shape and is developed with a Cottonwood Water and Sanitation District (the District) well facility. The purpose of the proposed rezoning is to add the subject property to the Highlands at King's Point PD and increase the size of the Commercial Planning Area in this PD for future commercial use.

The Highlands at King's Point PD is a commercial zone district that is planned for a broad range of retail, restaurant, service and office uses. The PD has two (2) Planning Areas: Planning Area 1 located on the west side of E-470 with a total area of 15.45 acres and Planning Area 2 located on the east side of E-470 with a total area of 3.6 acres. Planning Area 1 is zoned for commercial use and the subject property will be incorporated into it for future development. Planning Area 2 is zoned for open space use and will remain unchanged by the proposed rezoning.

The proposed rezoning application will increase the size of the above-referenced Planning Area 1 to 17.99 acres providing additional land for future commercial use and potential access improvements at the intersection of Cottonwood Drive and Kings Point Way. The District well facility will remain on the subject property and the District will have the opportunity to review and comment upon future development applications through the Town's referral review process. Planning Area 2 will remain unchanged and is intended to provide an open space buffer between E-470 and the Stone Canyon Apartments on the east side of the highway.

There is one (1) remaining issue that the applicant must resolve with the District regarding the rezoning application in connection with the existing well facility on the subject property. The District has indicated that it has concerns about, and objections to, the proposed rezoning application as it relates to their well facility and the need for an easement to address the use of the facility and improvements related to it. Staff has been in communication with the applicant and the District to encourage both parties to address the concerns and resolve the easement issue.

If the applicant and the District are able to resolve the easement issue, the rezoning application may proceed to public hearing with a new public notice of the hearing for a future date yet to be determined.

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)



ENHANCE ECONOMIC
VITALITY



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH



INNOVATE WITH
COLLABORATIVE
GOVERNANCE

ATTACHMENTS

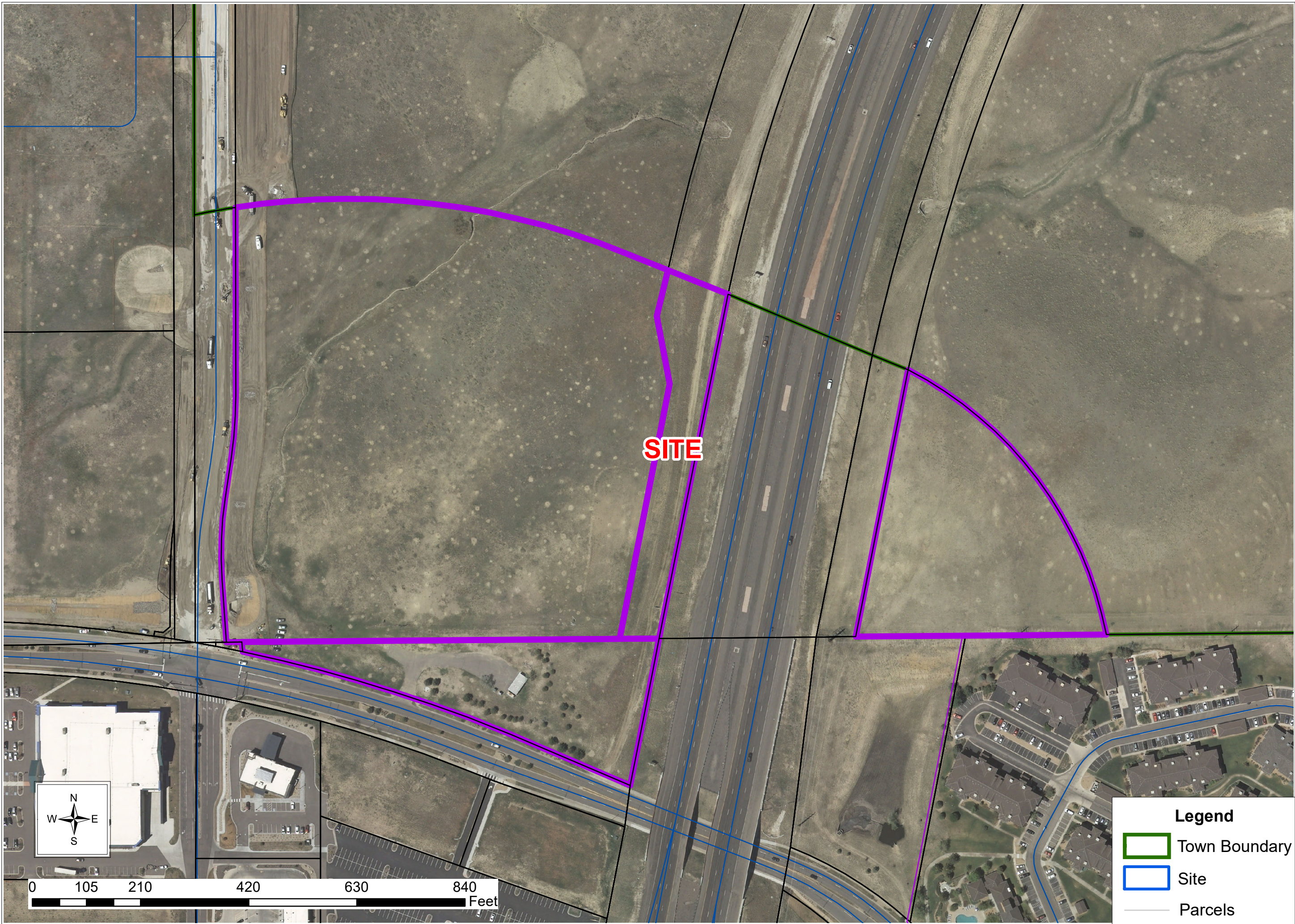
1. Highlands at King's Point Rezone Vicinity Map
2. Planning Commission Staff Report
3. Ordinance No. 3.74.3
4. Ordinance No. 3.331.1

RECOMMENDED MOTION

1. I move to continue the public hearing to consider Ordinance No. 3.74.3 to a date uncertain with the condition that the applicant is required to renotece the public hearing.
2. I move to continue the public hearing to consider Ordinance No. 3.331.1 to a date uncertain with the condition that the applicant is required to renotece the public hearing.

Highland's at King's Point

Rezone





Planning Commission Staff Report

Planning Commission Date: 7/13/2023

Town Council Date: 8/7/2023

Hearing Type: Public Hearing
Highlands at Kings Point PD Amendment Rezoning
Z22-035

Location: Northeast corner of Cottonwood Drive and King's Point Way

Project Planner: Amber Wood Hicken

Applicant: Mitch Scarborough, THK Associates

Executive Summary: The applicant, THK Associates, is proposing to amend the Highlands at Kings Point PD to expand the Commercial Planning Area to include a parcel in Crown Point to the south. The site is located at the northeast corner of Cottonwood Drive and Kings Point Way.

Staff Recommendation: Approval

RECOMMENDED MOTION

"I move to continue the Highlands at King's Point rezone to a date certain to August 10th, 2023."

ALTERNATIVE MOTIONS

"I move the Planning Commission recommend Town Council approve the zoning."

"I move the Planning Commission recommend Town Council approve the zoning request subject to the following conditions:"

-List conditions

"I move the Planning Commission recommend Town Council deny the zoning as the request does not meet the following approval criteria:"

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

I. BACKGROUND/DISCUSSION

The property within the Highlands at King's Point was annexed into the Town of Parker in 2017 and zoned as the Highlands at King's Point PD allowing for commercial uses. The Town and the property owner entered a pre-annexation agreement in 2016.

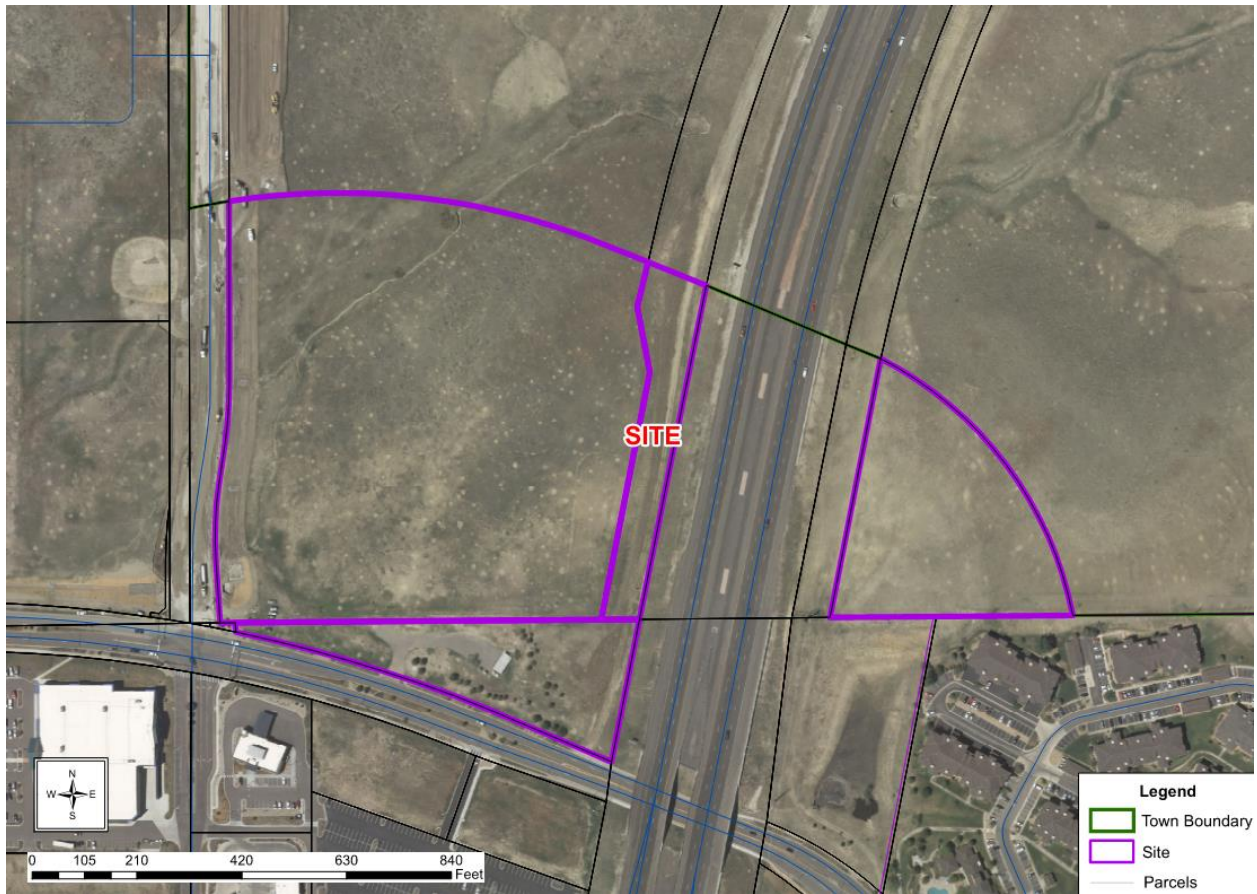
The King's Point PD has two Planning Areas. Planning Area One is zoned commercial and is currently undeveloped. Planning Area Two is zoned open space. The applicant has acquired a 2.535-acre triangular parcel to the south, Lot 1 Block 7, Crown Point Filing No. 1, which is zoned Crown Point PD for commercial, office, and hotel district uses. An existing well facility is currently located on the Crown Point Property. This triangular parcel will become part of Planning Area One, within the Highlands at King's Point PD.

The request proposes to rezone the southerly 2.535-acre property from the Crown Point PD to the Kings Point PD, Planning Area 1, creating a single commercial planning area of 17.98 acres. Planning Area Two (3.62 acres) is located on the east side of E-470 will remain zoned as open space. The applicant is requesting the zoning amendment as they recently obtained ownership of the 2.535-acre parcel and would like to create contiguous zoning.

The 2.35-acre parcel that is proposed to be added to the Highlands at King's Point PD includes a booster pump station owned by Cottonwood Water and Sanitation District, which is necessary to continue to provide water service to the Crown Point neighborhood. Cottonwood Water and Sanitation District has submitted comments to the Town in opposition to the proposed rezoning until the District is able to secure an easement over the Pump Station to ensure its continued operation.

Staff and the applicant are currently working to resolve Cottonwood's objection to a Rezoning of the property. Staff recommends that the proposed rezoning be continued to a date certain of August 10th, 2023, in order to receive approval from Cottonwood Water.

Vicinity Map



II. PRIOR ACTIONS

Date	Action
12/4/1989	Crown Point Center was annexed into the Town of Parker and zoned as a planned development.
8/7/2001	Crown Point Development Guide was approved by the Town of Parker.
10/16/2017	The property within Highlands at King's Point was annexed into the Town of Parker and zoned as a planned development.
10/16/2017	Town Council adopted the Highlands at King's Point Planned Development.

III. CURRENT SITE DATA

Existing Zoning	Planned Development
Overlay District	N/A
PD & Plan Area	Highlands at King's Point Planning Area 1, Planning Area 2; Commercial and Crown Point Planning Area 1
Master Plan Area	Mixed Use – Residential Emphasis
Site Acreage	21.6143(includes new acquisition from Crown Point)

Subdivision		Highlands at King’s Point	
Existing Use		Undeveloped	
Surrounding Uses			
	Master Plan Land Use	Zoning	Existing Use
North	City of Aurora	R1A Single Family Residential	Undeveloped
South	Regional Commercial Retail	Crown Point Planned Development	Commercial businesses, Cottonwood Drive
East	City of Aurora	R1A Single Family Residential	Undeveloped
West	Mixed Use	Vantage Point Planned Development	Undeveloped

IV. PARKER 2035 MASTER PLAN

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

MASTER PLAN CONSISTENCY	
Master Plan Designation	Mixed Use – Residential Emphasis ☒ Consistent ☐ Inconsistent
Master Plan Character Discussion	The Parker 2035 Master Plan identifies Highlands at Kings Point Property and the Crown Point property as Mixed Use within the E-470 Corridor. The Mixed Use designation within the E-470 Corridor recommends higher intensity uses including multifamily, senior housing, assisted-living facilities, office, retail and restaurants. The proposed Planned Development to allow commercial sales tax generating uses is consistent with the Parker 2035 Master Plan. Commercial uses in this area are appropriate when a part of a mixed-use development, are of a scale that serves the needs of the areas residents or provides support to adjoining uses.
Consistent Goals/Strategies	Land Use 1.A Land Use 1.B Land Use 1.D Land Use 1.E Land Use 1.F Land Use 1.G Land Use 1.H Land Use 1.I Land Use 1.J
Staff Analysis	This proposal aligns with the Master Plan. The planning areas within this zoning amendment can be developed with supporting retail, office, and commercial uses. The flexibility in land uses provides the framework to combine supporting uses and allows development to

	respond to changing market conditions. The mix of retail, office, commercial and hospitality supports the goals and intent for the development of the E-470 corridor. The planning areas will help build a commercial node to service surrounding residents.
--	--

V. LAND DEVELOPMENT ORDINANCE

DEVELOPMENT POTENTIAL (Rezoning)			
Provisions	As recommended by the Master Plan	Proposed	Analysis
Units Per Acre	N/A	No proposed changes	☐ Consistent ☐ Inconsistent ☒ No Change ☐ N/A
Allowed Uses	a. Open Space b. Commercial	No proposed changes	☐ Consistent ☐ Inconsistent ☒ No Change
Height/Stories	N/A	No proposed changes	☐ Consistent ☐ Inconsistent ☒ No Change
Staff Analysis	As detailed in the analysis above, the requested rezoning is consistent with the Parker 2035 Master Plan.		

VI. ACCESS, CIRCULATION, & TRAFFIC ANALYSIS

No proposed changes to access or traffic circulation.

The King's Point West Right of Way Exemption Plat recently vacated a sliver of right of way just west of King's Point Way and granted access to Planning Area One of the Highlands at King's Point PD.

All new development on the Crown Point Property will be accessed through the Highlands at King's Point property.

VII. APPROVAL CRITERIA

Title 13.04.240.f. Approval Considerations for Rezoning Requests:

1. A need exists for the proposal.

Applicant analysis and findings:

The applicant owns both parcels described in the project narrative and both parcels are adjacent to each other. Moving the parcel that was previously in Crown Point into the Highlands at King's Point PD will create contiguous zoning.

Staff Analysis and Findings:

The project location is in an area that is already zoned for commercial uses through the Crown Point PD. Additionally, the inclusion of the 2.535 acres into the Highlands at King's Point PD creates a larger commercial development opportunity with direct visibility to Cottonwood Drive. Based on this analysis, staff has determined that this criterion has been met. Crown Point PD setbacks are 30 feet in areas abutting a perimeter and interior public streets, and the maximum building height is 60 feet. Highlands at King's Point PD setbacks are 20 feet for Cottonwood Drive, 10 feet off for E-470 ramp, 10 feet for local streets, and 10 feet for the rear, and no maximum building height exists.

2. The particular parcel of ground is indeed the correct site for the proposed development.

Applicant analysis and findings:

Merging the 2.535 acre Crown Point Parcel that borders Cottonwood Drive into the Highlands at Kings Point PD will allow for a more contiguous development and character as well as support future commercial development in this important area of Town.

Staff Analysis and Findings:

The Highlands at King's Point PD allows for the proposed use and is consistent with the Mixed Use planning area as designated by the Master Plan. This particular parcel of ground is located in a commercial area with direct visibility to Cottonwood Drive, and creates a commercial area that is consistent with the PD, LDO, and Master Plan. Staff has determined that the request meets this criterion.

3. There has been an error in the original zoning, or

Applicant analysis and findings:

N/A

Staff analysis and findings:

N/A

4. There have been significant changes in the area to warrant a zone change.

Applicant analysis and findings:

Planning Area One, Parcel Two was purchased by applicant. Additionally, multifamily residential development has commenced to the west and Aurora is reviewing the first single-family residential filing of Kings Point South located north of the proposed site. With increased residential development in the area, there is a need for additional commercial land to support this growth. In addition, Highlands at Kings Point was annexed and zoned after the smaller 2.235 acre Crown Point parcel was created.

Staff analysis and findings:

The Crown Point PD was zoned in 1989, and the Highlands at King's Point PD was zoned in 2017. Combining the proposed parcels will create cohesive zoning and development that did not exist previously due to the more King's Point zoning. The area to be included in the zoning amendment does not limit the amount of commercial uses in this area. Staff has determined that the request meets this criterion.

5. Adequate circulation exists and traffic movement would not be impeded by development.

Applicant analysis and findings:

Both parcels are vacant save for the well on the Crown Point property. No disruption to traffic or additional municipal service costs are anticipated.

Staff analysis and findings:

Roadway infrastructure exists around the property. Properties will still both have commercial services and King's Point Way and Cottonwood Drive both adjoin the site. Additional improvements to traffic and circulation will be determined at the time of platting and site plan, when a traffic study will be required. Cottonwood Drive and Kings Point Way are Town-owned collector roadways that were constructed to provide commercial access to these lots. At the time of development, internal access points will be constructed. Additionally, the zoning on the property has been restricted to Sales Tax generating uses to help pay back the cost to construct Kings Point Way. Based on this analysis, staff has determined that the request meets this criterion.

6. Additional municipal service costs would not be incurred which the Town is not prepared to meet.

Applicant analysis and findings:

Both parcels are vacant save for the well on the Crown Point property. No additional municipal service costs are anticipated.

Staff analysis and findings:

As the proposed zoning amendment does not include changes in use, no increase in municipal demand is expected. Based on this analysis, staff has determined that the request meets this criterion.

7. There are minimal environmental impacts or impacts can be mitigated.

Applicant analysis and findings:

Environmental impacts are minimal. Any environmental impacts that are discovered during the course of development will be mitigated. Planning Area Two (the eastern parcel of the property) will remain as 3.6283 acres of Open Space to be held and maintained by the owner.

Staff analysis and findings:

The Town does not anticipate significant environmental impacts. Staff has determined that the request meets this criterion.

8. The proposal is consistent with the Town Master Plan maps, goals, and policies.

Applicant analysis and findings:

The Master Plan 2035 indicates that this site is located within the Mixed Use Area of the E-470 Corridor and is within the Town's Urban Growth Area. The Mixed Use designation within the E-470 Corridor recommends higher intensity uses including multifamily, senior housing, assisted-

living facilities, office, retail and restaurants. The proposed Planned Development to allow commercial sales tax generating uses consistent with the Parker 2035 Master Plan.

Staff analysis and findings:

As detailed in Section IV of this staff report, the proposed rezoning to include the Crown Point parcel is consistent with the Master Plan.

The Parker 2035 Master Plan identifies Highlands at Kings Point Property and the Crown Point property as Mixed Use within the E-470 Corridor. The Mixed Use designation within the E-470 Corridor recommends higher intensity uses including multifamily, senior housing, assisted-living facilities, office, retail and restaurants. The proposed Planned Development to allow commercial sales tax generating uses is consistent with the Parker 2035 Master Plan.

Commercial uses in this area are appropriate when a part of a mixed-use development, are of a scale that serves the needs of the areas residents or provides support to adjoining uses.

The planning areas within this zoning amendment can be developed with supporting retail, office, and commercial uses. The flexibility in land uses provides the framework to combine supporting uses and allows development to respond to changing market conditions. The mix of retail, office, commercial and hospitality supports the goals and intent for the development of the E-470 corridor. The planning areas will help build a commercial node to service surrounding residents. Based on this analysis, staff has determined that the request meets this criterion.

9. There is adequate waste and sewage disposal, water, schools, parks, and recreation and other services to the proportional degree necessary due to the impacts created by the proposed land uses.

Applicant analysis and findings:

Future water and sewage disposal will be provided by the Cottonwood Water and Sanitation District. Combining the zoning of the two parcels does not create additional impacts for services listed above beyond what is already planned for.

Staff analysis and findings:

The property is located within Cottonwood Water and Sanitation District and infrastructure exists serving adjoining properties. Based on this analysis, staff has determined that this criterion has been met.

VIII. SUMMARY REFERRAL AGENCY COMMENTS AND CONDITIONS

Agency	Comments
Parker Engineering	No comment
Fire Life Safety	Advisory comment: There is nothing in either the adopted 2021 IBC or 2021 IFC that would prohibit or limit zoning for this application.
Parker Police	No comment

Cottonwood Water and Sanitation District	Parcel 2 (Lot 1, Block 7, Crown Point Subdivision) is proposed for rezoning as Commercial. Parcel 2 includes a Booster Pump Station owned by Cottonwood Water and Sanitation District ("Cottonwood"), which is necessary to continue to provide water service to the Crown Point neighborhood. The Booster Pump Station was constructed pursuant to a blanket easement over the entire Lot under the Crown Point Center Declaration. (Specifically, the Designation of Common Elements, recorded at Reception No. 2003023639, made the full Lot a Common Element and § 11.3 of the Declaration creates a blanket easement over Common Elements for utility purposes, including water and sewer, which the Cottonwood has never released). Cottonwood objects to rezoning of the property that does not indicate that Cottonwood has an easement for water and sewer utilities over this entire parcel. Cottonwood is willing to negotiate a narrower easement with the property owner, to provide for an easement of the booster pump station location, including its related pipelines, emergency generator, the booster pump station emergency bypass infrastructure, and all related accessories along with an access drive, and withdraw its objection if the new easement agreement is signed, recorded and noted on the rezoning map."
Urban Drainage	No comment
Xcel	No comment
IREA/CORE	Approved
CenturyLink	No comment
Comcast	No comment

IX. CONCLUSION

This zoning request is being processed to allow for contiguous zoning in the area. No changes in use are proposed, and viable commercial development will still be feasible. The application has been determined to align with the Town Master Plan and meets the zoning approval criteria of the Parker Land Development Ordinance. Based on the analysis contained in this staff report, staff recommends that Planning Commission recommends Town Council approve the zoning request.

X. RECOMMENDATION

Staff recommends that the Planning Commission continue the Highlands at King's Point rezone to a date certain, August 10th 2023.

XI. ATTACHMENTS

Highlands at King Point PD Plan Amendment No. 1

Report Approved By: Bryce Matthews, Assistant Director - Planning

ORDINANCE NO. 3.74.3, Series of 2023

TITLE: A BILL FOR AN ORDINANCE AMENDING ORDINANCE NO. 3.74.1, SERIES OF 2013, BY THE DELETION OF CERTAIN PROPERTY FROM THE PLANNED DEVELOPMENT ZONED AREA KNOWN AS THE CROWN POINT CENTER PLANNED DEVELOPMENT PROPERTY

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

Section 1. Finding of Fact.

a. Application has been made for rezoning certain property described in the attached **Exhibit A**, within the Town of Parker, Colorado (the "Property"), which is a portion of the property known as Crown Point Center Planned Development property, which was zoned PD-Planned Development, pursuant to Ordinance No. 3.74, Series of 1989, and amended by Ordinance No. 3.74.1, Series of 2013, to include the Property into the Highlands at King's Point Development Plan Amendment No. 1.

b. Public notice has been given of such rezoning by publication on the Town of Parker's website, at least fifteen (15) days prior to the public hearing of such rezoning.

c. Written notice was sent by first class mail to all owners of property that abuts the Property, at least fifteen (15) days prior to the public hearing.

d. Notice of such proposed hearing was posted on the Property for fifteen (15) consecutive days prior to said hearing.

e. The requirements contained in Section 13.04.240 of the Parker Land Development Ordinance for rezoning of the Property described in Exhibit A have been satisfied.

Section 2. The Property identified in Exhibit A is hereby deleted from the Planned Development area known as Crown Point Center Planned Development property, as described in Ordinance No. 3.74.1, Series of 2013, and is rezoned as more particularly set forth in Ordinance No. 3.331.1, approved concurrently herewith.

Section 3. The Zoning Ordinance and Zoning Map are hereby amended to conform with the zoning change to the Property.

Section 4. Approval of this Ordinance does not create a vested property right. Vested property rights may arise and accrue pursuant to the provisions of Ordinance No. 3.65.1 of the Town of Parker.

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 _____, 2023.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2023.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Kristin Hoffmann, Town Attorney

EXHIBIT A

Legal Description

LOT 1, BLOCK 7, CROWN POINT, ALSO REFERRED TO AS CROWN POINT F#1, THE PLAT OF WHICH IS RECORDED OCTOBER 17, 2000, UNDER RECEPTION NO. 2000073633, EXCEPT THAT PORTION TAKEN AND CONDEMNED BY KINGS POINT SOUTH METRO DISTRICT NO. 1 IN RULE AND ORDER RECORDED NOVEMBER 9, 2015, UNDER RECEPTION NO. 2015081062, AND AS DEEDED IN QUITCLAIM DEED RECORDED NOVEMBER 15, 2016, UNDER RECEPTION NO. 2016082598, AND ALSO EXCEPTING THAT PORTION CONVEYED TO THE TOWN OF PARKER IN SPECIAL WARRANTY DEED RECORDED NOVEMBER 30, 2017, UNDER, RECEPTION NO. 2017075435, COUNTY OF DOUGLAS, STATE OF COLORADO

ORDINANCE NO. 3.331.1, Series of 2023

TITLE: A BILL FOR AN ORDINANCE REZONING CERTAIN PROPERTY WITHIN THE TOWN OF PARKER, COLORADO, TO BE INCLUDED WITHIN THE HIGHLANDS AT KING'S POINT PD-PLANNED DEVELOPMENT DISTRICT AND AMENDING THE HIGHLANDS AT KING'S POINT PD-PLANNED DEVELOPMENT DISTRICT TO INCLUDE SUCH PROPERTY, PURSUANT TO THE PARKER LAND DEVELOPMENT ORDINANCE AND AMENDING THE ZONING ORDINANCE AND MAP TO CONFORM THEREWITH

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF PARKER, COLORADO, THAT:

Section 1. Finding of Fact.

a. Application has been made for rezoning certain property described in attached **Exhibit A**, within the Town of Parker, Colorado (the "Property"), to PD-Planned Development District, as provided in Ordinance No. 3.331, Series of 2017 (the "Highlands at King's Point PD-Planned Development District") and including the Property into the Highlands at King's Point PD-Planned Development District, pursuant to the Parker Land Development Ordinance.

b. Public notice has been given of such rezoning by publication on the Town's website at least fifteen (15) days prior to the public hearing of such rezoning.

c. Written notice was sent by first class mail to all owners of property that abuts the Property, at least fifteen (15) days prior to the public hearing.

d. Notice of such proposed hearing was posted on the Property for fifteen (15) consecutive days prior to said hearing.

e. The requirements of Section 13.04.240 of the Parker Land Development Ordinance for rezoning the Property have been satisfied.

Section 2. The Property is hereby rezoned PD-Planned Development District and included in the Highlands at King's Point PD-Planned Development District and made subject to the Development Guide, as contained in Ordinance No. 3.331, Series of 2017.

Section 3. The Development Plan, as contained in Ordinance No. 3.331, Series of 2017, is hereby amended by the Highlands at King's Point Development Plan Amendment I, as described in **Exhibit B**, attached hereto and incorporated by this reference.

Section 4. The Zoning Ordinance and Zoning Map are hereby amended to conform with the zoning change to the property.

Section 5. Approval of this Ordinance does not create a vested property right. Vested property rights may arise and accrue, pursuant to the provisions of Ordinance No. 3.65.1, as amended, of the Town of Parker.

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 public places two 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 _____, 2023.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2023.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Kristin Hoffmann, Town Attorney

EXHIBIT A

Legal Description

LOT 1, BLOCK 7, CROWN POINT, ALSO REFERRED TO AS CROWN POINT F#1, THE PLAT OF WHICH IS RECORDED OCTOBER 17, 2000, UNDER RECEPTION NO. 2000073633, EXCEPT THAT PORTION TAKEN AND CONDEMNED BY KINGS POINT SOUTH METRO DISTRICT NO. 1 IN RULE AND ORDER RECORDED NOVEMBER 9, 2015, UNDER RECEPTION NO. 2015081062, AND AS DEEDED IN QUITCLAIM DEED RECORDED NOVEMBER 15, 2016, UNDER RECEPTION NO. 2016082598, AND ALSO EXCEPTING THAT PORTION CONVEYED TO THE TOWN OF PARKER IN SPECIAL WARRANTY DEED RECORDED NOVEMBER 30, 2017, UNDER, RECEPTION NO. 2017075435, COUNTY OF DOUGLAS, STATE OF COLORADO

HIGHLANDS AT KING'S POINT
DEVELOPMENT PLAN AMENDMENT I

LEGAL DESCRIPTION:

PLANNING AREA 1:

PARCEL ONE:

A PARCEL OF LAND LOCATED IN THE NW ¼ OF SECTION 3, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID NW ¼ OF SECTION 3;
THENCE N89°29'59"E ALONG THE SOUTH LINE OF THE NW ¼ OF SECTION 3, A DISTANCE OF 60.39 FEET TO THE POINT OF BEGINNING;
THENCE THE FOLLOWING FIVE (5) COURSES ALONG THE EASTERLY LINE OF A PARCEL OF LAND DESCRIBED IN SPECIAL WARRANTY DEED RECORDED AT RECEPTION NUMBER 2016072202, DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE;

1. THENCE N03°55'44"W A DISTANCE OF 121.65 FEET TO A POINT OF CURVE;
2. THENCE ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 12°26'57", A RADIUS OF 730.00 FEET, AN ARC LENGTH OF 158.61 FEET, A CHORD BEARING OF N02°17'45"E AND A CHORD DISTANCE OF 158.30 FEET;
3. THENCE N08°31'13"E A DISTANCE OF 79.00 FEET TO A POINT OF CURVE;
4. THENCE ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 08°38'06", A RADIUS OF 810.00 FEET, AN ARC LENGTH OF 122.07 FEET, A CHORD BEARING OF N04°12'10"E AND A CHORD DISTANCE OF 121.96 FEET;
5. THENCE N00°06'53"W A DISTANCE OF 364.78 FEET;

THENCE EASTERLY, ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 30°48'13", A RADIUS OF 1439.00 FEET, AN ARC LENGTH OF 773.64 FEET, A CHORD BEARING OF S83°17'49"E, AND A CHORD DISTANCE OF 764.36 FEET;
THENCE S67°52'58"E A DISTANCE OF 86.64 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF E-470 PUBLIC HIGHWAY (REC. NO. 1999036250);
THENCE SOUTHWESTERLY, ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING THREE COURSES:

1. THENCE S13°22'45"W, A DISTANCE OF 91.73 FEET;
2. THENCE S10°45'44"E, A DISTANCE OF 133.84 FEET;
3. THENCE S11°07'45"W, A DISTANCE OF 504.32 FEET TO THE SOUTHERLY LINE OF SAID NW ¼ OF SECTION 3;

THENCE S89°29'59"W, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 763.77 FEET TO THE POINT OF BEGINNING;
COUNTY OF DOUGLAS, STATE OF COLORADO.

PARCEL CONTAINS (673,137 SQUARE FEET) 15.4531 ACRES, MORE OR LESS

PARCEL TWO:

LOT 1, BLOCK 7, CROWN POINT, (ALSO REFERRED TO AS CROWN POINT F#1, THE PLAT OF WHICH IS RECORDED OCTOBER 17, 2000 UNDER RECEPTION NO. 2000073633,

EXCEPT THAT PORTION TAKEN AND CONDEMNED BY KINGS POINT SOUTH METRO DISTRICT NO. 1 IN RULE AND ORDER RECORDED NOVEMBER 9, 2015 UNDER RECEPTION NO. 2015081062 AND AS DEEDED IN QUITCLAIM DEED RECORDED NOVEMBER 15, 2016 UNDER RECEPTION NO. 2016082598, AND ALSO EXCEPTING THAT PORTION CONVEYED TO THE TOWN OF PARKER IN SPECIAL WARRANTY DEED RECORDED NOVEMBER 30, 2017 UNDER RECEPTION NO. 2017075435,

COUNTY OF DOUGLAS, STATE OF COLORADO

PLANNING AREA 2:

PARCEL ONE:

A PARCEL OF LAND LOCATED IN THE NW ¼ OF SECTION 3, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID NW ¼ OF SECTION 3; THENCE N89°29'59"E, ALONG THE SOUTHERLY LINE OF SAID NW ¼, A DISTANCE OF 1283.62 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF E-470 PUBLIC HIGHWAY (REC. NO. 1999036250) AND THE POINT OF BEGINNING;
THENCE NORTHEASTERLY, ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING TWO COURSES:

1. THENCE N11°07'45"E, A DISTANCE OF 523.56 FEET;
2. THENCE N13°22'45"E, A DISTANCE OF 4.74 FEET;

THENCE LEAVING SAID RIGHT-OF-WAY, ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 52°09'34", A RADIUS OF 730.00 FEET, AN ARC DISTANCE OF 664.56 FEET, CHORD BEARING OF S36°46'53"E AND A CHORD DISTANCE OF 641.85 FEET TO THE SOUTHERLY LINE OF SAID NW ¼ OF SECTION 3; THENCE S89°29'59"W, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 486.49 FEET TO THE POINT OF BEGINNING;
COUNTY OF DOUGLAS, STATE OF COLORADO.

PARCEL CONTAINS (158,048 SQUARE FEET) 3.6283 ACRES, MORE OR LESS

SIGNATURE BLOCK BY OWNER

OWNERS / MORTGAGERS

BY: PETER NIEDERMAN,
DOUGLAS COUNTY ASSOCIATES LIMITED PARTNERSHIP, LLP

TITLE: MANAGER

WITNESS BY:
STATE OF COLORADO)
COUNTY OF) SS

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

BY: _____

MY COMMISSION EXPIRES: _____

PLANNING COMMISSION ACCEPTANCE

THIS DEVELOPMENT PLAN WAS REVIEWED AND RECOMMENDED FOR APPROVAL BY THE TOWN OF PARKER PLANNING COMMISSION FOLLOWING A

PUBLIC HEARING HELD ON THE ____ DAY OF ____, 20__

PLANNING DIRECTOR, ON BEHALF OF THE TOWN OF PARKER PLANNING COMMISSION

TOWN COUNCIL ACCEPTANCE

THIS DEVELOPMENT PLAN WAS APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PARKER ON THE ____ DAY OF ____, 20__

FOR THE PROPERTY DESCRIBED AS HIGHLANDS AT KING'S POINT. THE ZONING INFORMATION SHOWN HEREON WAS CONFIRMED WITH THE

ADOPTION OF ORDINANCE NO. _____

MAYOR, TOWN OF PARKER

ATTEST: _____

TOWN CLERK

CLERK AND RECORDER'S CERTIFICATE

STATE OF COLORADO)
COUNTY OF) SS

I HEREBY CERTIFY THAT THIS DEVELOPMENT PLAN WAS FILED IN MY OFFICE

ON THIS ____ DAY OF ____, 20__ A.D. AT ____ O'CLOCK ____, M.

AND WAS RECORDED WITH RECEPTION NUMBER _____

DOUGLAS COUNTY CLERK AND RECORDER

KEY MAP



PREPARED FOR: Peter Niederman
William M Moore 2014 Irrevocable Trust
50 Glenmoor Circle
Englewood, CO 80113
PH: 303.748.1100
wnm@mooretrust.com

PREPARED BY: Landscape Architects/Planners
THK Associates, Inc.
2953 S. Peoria St, Suite 101
Aurora, Co 80014
PH: 303.770.7201
jgamec@thkassoc.com



Final Document
Subject To Conditions In Approval Letter

APPROVED DATE: 06/13/2023

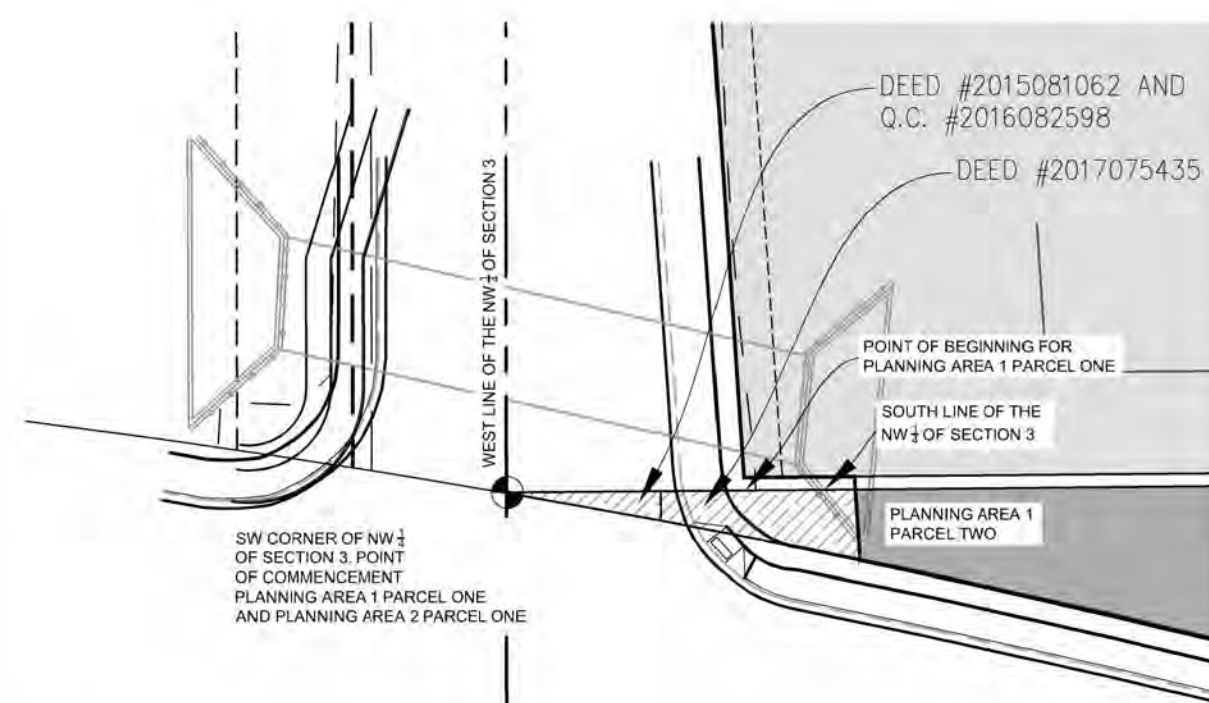
Planning Approval By: A. Wood Hicken

	EXCEPTION PARCELS
	ACCESS EASEMENT
	R.O.W.
	UTILITY EASEMENT
	DIRT ROAD

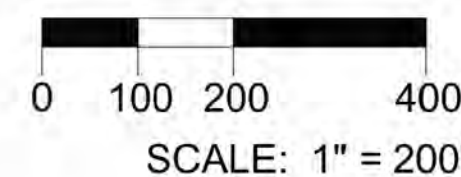
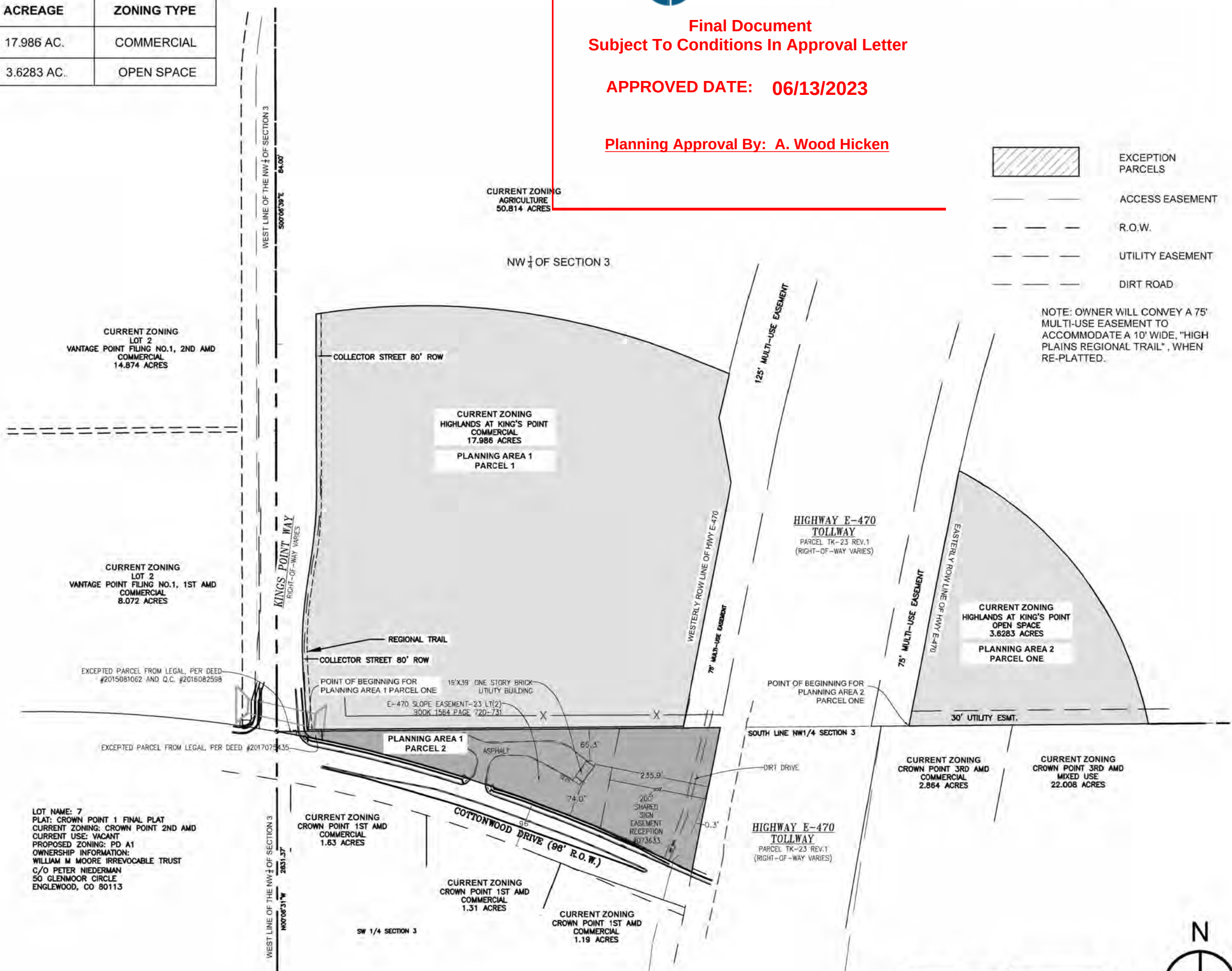
NOTE: OWNER WILL CONVEY A 75' MULTI-USE EASEMENT TO ACCOMMODATE A 10' WIDE, "HIGH PLAINS REGIONAL TRAIL", WHEN RE-PLATTED.

LAND USE TABLE

PLANNING AREA	ACREAGE	ZONING TYPE
ONE	17.986 AC.	COMMERCIAL
TWO	3.6283 AC.	OPEN SPACE



EXCEPTED PARCELS: 1" = 50'



REVISIONS	DATE	#	1	2	3	4	5	6
SECOND SUBMITTAL	2-1-2023	1						
THIRD SUBMITTAL	4-17-2023	2						
FOURTH SUBMITTAL	6-7-2023	3						

PROJECT:	HIGHLANDS AT KING'S POINT DEVELOPMENT PLAN AMENDMENT I
DRAWING:	
CLIENT:	PETER NIEDERMAN
DESIGNED BY:	
DRAWN BY:	
CHECKED BY:	
SCALE:	HORZ: VERT: 6-7-2023

PLANNER/LANDSCAPE ARCHITECT:
THK ASSOCIATES, INC.
2953 S. PEORIA STREET, SUITE 101
AURORA, CO 80014
P: 303.770.7201
E: JOAMEC@THKASSOC.COM



SHEET NUMBER

L-1

SHEET 1 OF 1



Request for Town Council Action

Date: August 7, 2023

Submitted By: Chris Hudson, Deputy Director of Engineering

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 9.357 - Second Reading**
A Bill for an Ordinance to Approve the Intergovernmental Agreement
Between the Town of Parker and the Board of the County
Commissioners of Douglas County Regarding Cost Sharing for the
Construction of the Dransfeldt Road Extension Project
Department: Engineering and Public Works, Chris Hudson

EXECUTIVE SUMMARY

The purpose of the attached ordinance is to approve the Intergovernmental Agreement (IGA) with Douglas County for partial construction funding of the proposed Dransfeldt Road extension construction project. This IGA is needed to formalize negotiations and jointly fund the construction effort.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

For the past decade, the Town has been contemplating the extension of Dransfeldt Road south of Twenty Mile Road, over Cherry Creek, connecting to Motsenbocker Road. This proposed roadway is an important component to the Parker area's long-term roadway transportation plan. Due to a portion of the proposed roadway extension being located in unincorporated Douglas County, the project needs to be coordinated with Douglas County. After several years of discussions with Douglas County staff, the Town and County moved forward with an intergovernmental agreement (IGA) for initial design efforts in 2019 (Ordinance No. 9.286). The original IGA for design was amended a total of three (3) times in 2019, 2021, and 2022 for funding to complete the design effort. The proposed Dransfeldt Road extension project also includes improvements to Motsenbocker Road from the Todd Drive intersection to the proposed new Dransfeldt/Motsenbocker intersection. The project will also include improvements from the new Dransfeldt/Motsenbocker intersection to the Longland Parkway intersection (Salisbury Heights subdivision). The limits of the improvements are shown on the attached vicinity map.

Rather than continue to amend the original IGA which was focused on the design effort, Douglas County recommended starting a new IGA for the construction of the Dransfeldt Road extension improvements. This construction IGA acknowledges the Town's other IGAs with the Mile High Flood Control District and the Cherry Creek Basin Water Quality Authority for the Cherry Creek floodway improvements. This Douglas County construction IGA would commit

Douglas County to an \$8 million funding contribution for the construction of the Dransfeldt extension project. Construction of the roadway improvements is tentatively anticipated to commence in the 4th Quarter of 2023 or the 1st Quarter of 2024 following the floodway improvements. Due to the variability in the start of construction, the roadway IGA has a flexible construction award date of July 31, 2024, and a substantial completion date of May 1, 2026. An ordinance is needed for the approval of this IGA.

The Douglas County Board of County Commissioners is tentatively scheduled to review this IGA at their September 12, 2023 meeting.

FINANCIAL IMPACT

Funding has been appropriated for this construction effort in the Streets Capital Projects Fund (301-4310).

STRATEGIC GOAL(S)



INNOVATE WITH
COLLABORATIVE
GOVERNANCE



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH

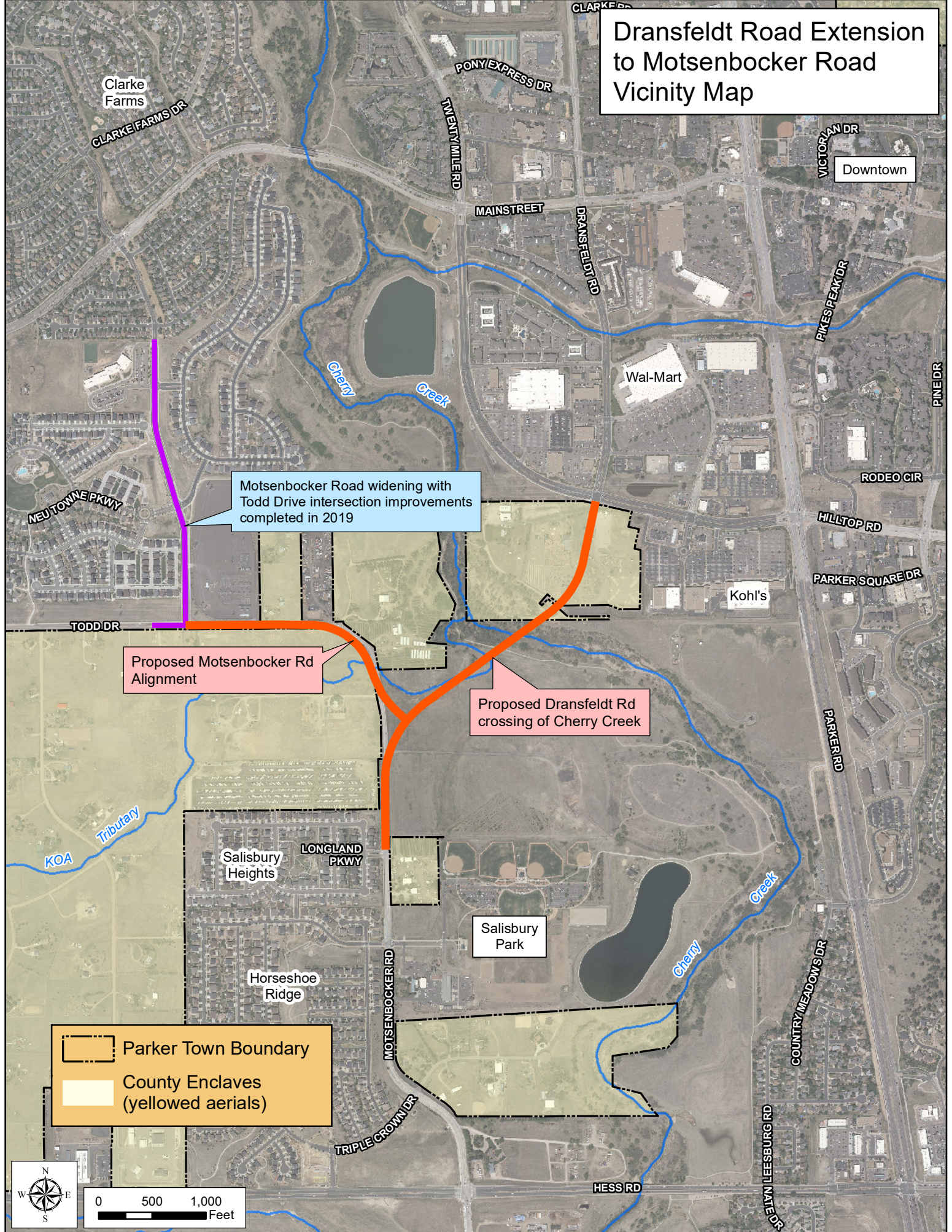
ATTACHMENTS

1. Dransfeldt Road Extension South of 20 Mile Vicinity Map
2. Ordinance No. 9.357

RECOMMENDED MOTION

I move to approve Ordinance No. 9.357 on second reading.

Dransfeldt Road Extension to Motsenbocker Road Vicinity Map



ORDINANCE NO. 9.357, Series of 2023

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF PARKER AND THE BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY REGARDING COST SHARING FOR THE CONSTRUCTION OF THE DRANSFELDT ROAD EXTENSION PROJECT

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

Section 1. The Town Council of the Town of Parker hereby approves the Intergovernmental Agreement between the Town of Parker and the Board of County Commissioners of Douglas County Regarding Cost Sharing for the Construction of the Dransfeldt Road Extension Project, 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 _____, 2023.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2023.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Kristin Hoffmann, Town Attorney

EXHIBIT 1

INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF PARKER AND THE BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY REGARDING COST SHARING FOR THE CONSTRUCTION OF THE DRANSFELDT ROAD EXTENSION PROJECT

THIS INTERGOVERNMENTAL AGREEMENT (the “Agreement”) is made and entered into this ____ day of _____, **2023**, (the “Effective Date”) by and between the Town of Parker, a Colorado home rule municipal corporation (the “Town”), and the Board of County Commissioners of Douglas County, State of Colorado (the “County”), hereinafter collectively referred to as the “Parties.”

WITNESSETH:

WHEREAS, the Town and the County entered into an intergovernmental agreement on June 3, 2019, to share in the cost to design the Dransfeldt Road Extension Project, (the “Project”), which intergovernmental agreement was amended on November 4, 2019, April 16, 2021, and April 26, 2022, (as amended, the “Design Agreement”); and

WHEREAS, the Parties shared in the cost to develop and complete the design of the Project as part of the Design Agreement, and the County has contributed Eight Hundred Seventy-Five Thousand Dollars and No Cents (\$875,000.00) to the Town, representing approximately fifty percent (50%) of the design costs for the Project; and

WHEREAS, the Town, Urban Drainage and Flood Control District d/b/a Mile High Flood Control District, and the Cherry Creek Basin Water Quality Authority, entered into a separate intergovernmental agreement on June 23, 2021, which was amended on October 13, 2022 and April 17, 2023, concerning the design and construction of channel improvements to the Cherry Creek Floodway, (as amended, the “Channel Improvements Agreement”), and the County is not a party to the Channel Improvements Agreement; and

WHEREAS, these channel improvements are associated with the Project and are estimated to cost Seven Million Two Hundred Seventy-Four Thousand and Thirty-One Dollars (\$7,274,031); and

WHEREAS, the work described in the Channel Improvements Agreement is currently planned to commence in the spring or summer of 2023 (the “Channel Improvements”); and

WHEREAS, the current estimated cost to construct the Project is currently estimated to cost over Twenty Million Dollars (\$20,000,000), and this amount is subject to change as the design is finalized and the Town conducts its bid opening for the Project; and

WHEREAS, the construction limits of the Project are depicted in **Exhibit A**, attached hereto, and incorporated herein, which construction limits begin at Twenty-Mile Road on the north; and include improvements to Motsenbocker Road extending west to Todd Drive; and

WHEREAS, currently, the Project is anticipated to commence following the completion of the Channel Improvements in either the fourth quarter of 2023 or first quarter of 2024; and

WHEREAS, the County and the Town desire to cooperate in the funding the construction of the Project and to memorialize their agreement concerning the County's participation in the funding of the Project.

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

1. Town Responsibilities and Contribution for the Project.

The Town is responsible for managing all pre-construction activities and all construction activities associated with the Project. The Town's responsibilities include but are not limited to the following: consulting services for surveying, design, utility coordination and utility relocates, right-of-way acquisitions, obtaining all necessary local, state, and federal permits, managing the contractor(s) and consultants that provide the Town with professional services for construction management, construction inspections and material testing.

The Town is responsible for securing all the necessary funding for the Project in excess of the County Contribution (as defined below).

The Town is responsible for owning, operating, and maintaining all the improvements associated with the Project, including any work identified in separate third-party agreements related to operation and maintenance responsibilities associated with the Project, with the exception of private improvements including, but not limited to, fences and property access driveways.

Upon written request from the County, the Town agrees to provide the County with copies of applicable Project documentation, including but not limited to the design and construction documents (plans and specifications), bid tabulations and other Project related expenditures.

Once the Town has commenced the Project advertisement for bids process, the Town shall prepare and submit an electronic invoice requesting the full County Contribution. The Town's invoice should be sent to Ashley Pennick, Douglas County Public Works Engineering at apennick@douglas.co.us

After completing the Town's bid process, if the Town elects to not award a construction contract for the Project, then the Town will return the County Contribution to the County within one-hundred and twenty (120) days of the Town's decision to not award a construction contract, unless the Town decides to rebid the project. At the Town's sole discretion, the Town may decide to rebid and the Project and / or delete certain miscellaneous minor items to stay within its budget appropriated for the Project.

2. County Responsibilities and Contribution for the Project.

The County agrees to pay the Town Eight Million Dollars and No Cents (\$8,000,000.00) (the "County Contribution"). In no event will the County be liable for paying the Town any amount more than the County Contribution, including for any unforeseen Project related costs or claims.

The County Contribution is due to the Town within thirty (30) days of the date that the Town notifies the County in writing that the Town has commenced the advertisement for bids on the Project. Advertisement for the Project is currently anticipated to occur before October 1, 2023. The County agrees to open a Douglas County purchase order to the Town within sixty (60) days of the Effective Date of this Agreement.

The County Contribution shall be applied to the cost to construct the Project. The County Contribution shall be utilized solely to fund direct expenses that are incurred for the construction of the Project, which include, but are not limited to, payments to contractor(s) and consultants providing the Town with professional services for construction management, construction inspection, and material testing.

County shall have no financial responsibility for owning, operating, or maintaining the improvements associated with the Project.

3. Term and Time of Performance. This Agreement shall commence upon the Effective Date and shall continue until completion of the Project. If the Town does not award a construction contract before **July 31, 2024**, and unless an extension is agreed to in writing by both Parties prior to **July 15, 2024**, then the County may terminate this Agreement and the Town shall refund the County Contribution to the County.

Currently, the Town anticipates that construction will be substantially completed for the Project on or before **May 1, 2026**; provided however, that failure of the Town to substantially complete construction by such date shall not require the County Contribution to be refunded to the County provided the Town has been diligently pursuing completion of the Project.

4. Remedies. The Parties hereto acknowledge and agree that each Party may exercise all rights and remedies in law or in equity, by a decree in specific performance, or such other legal or equitable relief as may be available.

5. Notice. Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the party to whom such notice is to be given, at the address set forth below, or at such other address as has been previously furnished in writing, to the other party. Such notice shall be deemed to have been given when deposited in the United States mail.

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

With electronic copy sent to: legal@parkeronline.org

Douglas County: Douglas County
 Attn: Director of Public Works
 100 Third Street
 Castle Rock, Colorado 80104

With electronic copy sent to: attorney@douglas.co.us

6. Appropriation. Pursuant to C.R.S. § 29-1-110, the financial obligations of the Town and the County contained herein which are payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available.

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

8. Additional Documents. The Parties agree to execute any additional documents or take any additional action that is necessary to carry out the intent of this Agreement.

9. Colorado Law. This Agreement shall be governed by the laws of the State of Colorado. Venue for any action hereunder shall be in the District Court, County of Douglas, State of Colorado, and the Parties waive any right to remove any action to any other court, whether state or federal.

10. Separate Entities. The Parties enter into this Agreement as separate, independent governmental entities and shall maintain such status throughout.

11. No Third-Party Beneficiaries. The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person under such Agreement. Any beneficiary of the terms and conditions of this Agreement are not intended beneficiaries but are incidental beneficiaries only.

12. Severability. It is understood and agreed by the Parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

13. Recitals. The Recitals to this Agreement are incorporated herein by this reference.

14. Entirety. This Agreement merges and supersedes all prior negotiations, representations, and agreements between the Parties hereof and constitutes the entire agreement between the Parties concerning the subject matter hereof.

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

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

TOWN OF PARKER, COLORADO

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool Town Clerk

APPROVED AS TO FORM:

Kristin Hoffmann, Town Attorney

BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY

_____, Chair

ATTEST:

APPROVED AS TO CONTENT:

_____,
Clerk to the Board

Douglas J. DeBord, County Manager

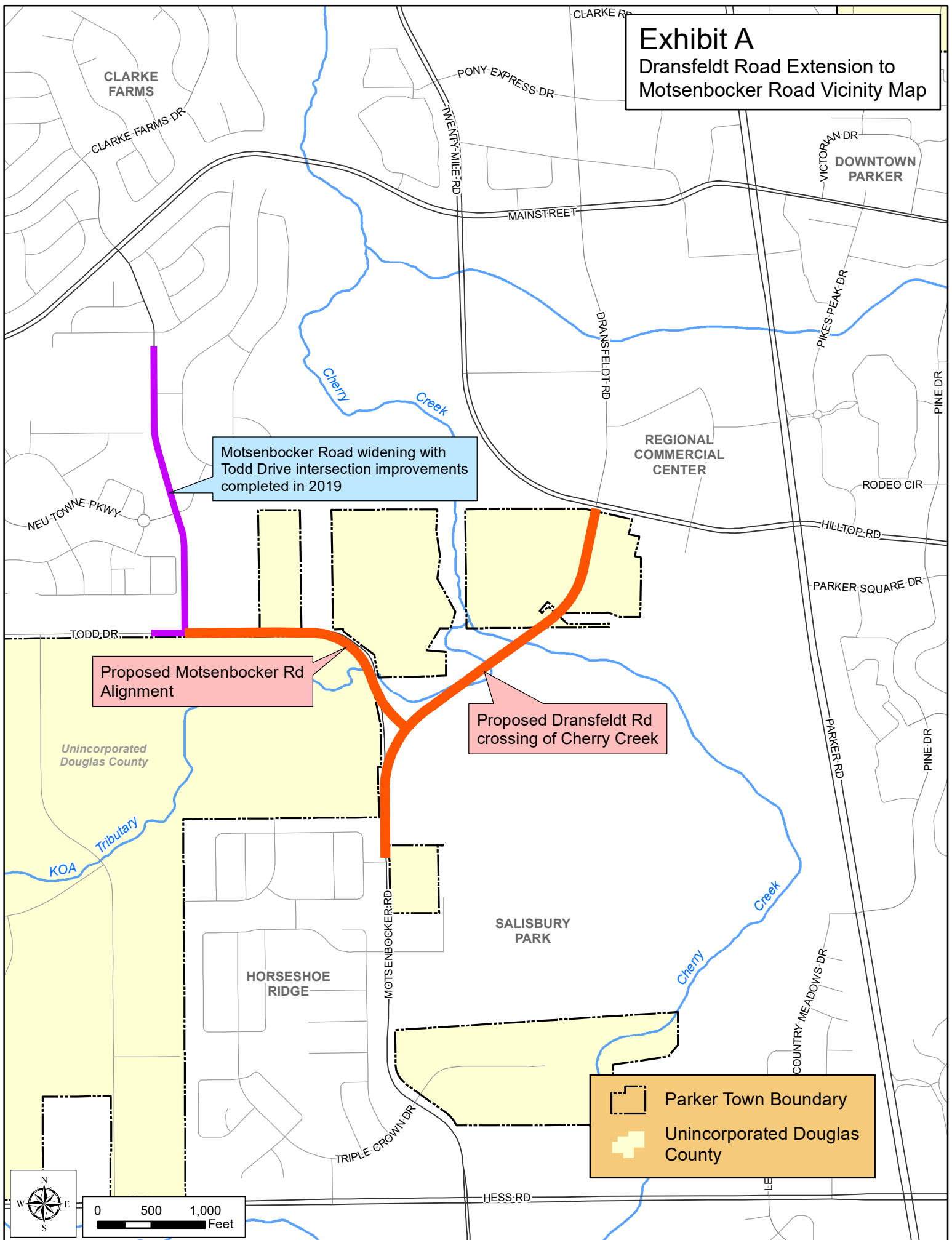
APPROVED AS TO FORM: APPROVED AS TO FISCAL CONTENT:

Chris Pratt, Senior County Attorney

Andrew Copland, Director of Finance

Exhibit A

Dransfeldt Road Extension to Motsenbocker Road Vicinity Map





Request for Town Council Action

Date: August 7, 2023

Submitted By: Kristin Hoffmann, Town Attorney
Chris Vanderpool, Town Clerk

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 9.358 - Second Reading**
A Bill for an Ordinance Approving the Intergovernmental Agreement between the Douglas County Clerk and Recorder and the Town of Parker Regarding the Conduct and Administration of the November 7, 2023, Coordinated Election
Department: Town Clerk, Chris Vanderpool
Town Attorney, Kristin Hoffmann

EXECUTIVE SUMMARY

The Town's special election will be conducted as a coordinated election with Douglas County. The Town and Douglas County are required to enter into an intergovernmental agreement (IGA) to govern the conduct of the election, pursuant to C.R.S. § 1-7-116(2).

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Under the "Uniform Election Code," the Town will coordinate its special election with Douglas County. On May 1, 2023, the Town Council passed Resolution No. 23-043 in order to participate in the November 7, 2023 Douglas County coordinated election. Under the Uniform Election Code, the Town and Douglas County are required to enter into an IGA to conduct the election. The Town and Douglas County will enter into the 2023 IGA, which is attached to the ordinance.

FINANCIAL IMPACT

The Town has appropriated \$45,000 for the 2023 special election in the budget. It is estimated that the 2023 coordinated election will cost \$75,000 due to the length of the Town's ballot questions.

STRATEGIC GOAL(S)



PROMOTE A SAFE AND
HEALTHY COMMUNITY



INNOVATE WITH
COLLABORATIVE
GOVERNANCE

ATTACHMENTS

1. Ordinance No. 9.358

RECOMMENDED MOTION

I move to approve Ordinance No. 9.358 on second reading.

ORDINANCE NO. 9.358, Series of 2023

TITLE: A BILL FOR AN ORDINANCE APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE DOUGLAS COUNTY CLERK AND RECORDER AND THE TOWN OF PARKER REGARDING THE CONDUCT AND ADMINISTRATION OF THE NOVEMBER 7, 2023, COORDINATED ELECTION

WHEREAS, under Section 2.1 of the Town of Parker Home Rule Charter and Section 2.06.020 of the Parker Municipal Code, the Town has adopted the exclusive use of Title 1 of the Colorado Election Code for all Town elections that are conducted with Douglas County;

WHEREAS, the Town Council of the Town of Parker adopted Resolution No. 23-043, Series of 2023, stating the Town's intent to participate in the Douglas County Coordinated Election on November 7, 2023, and appointing the Town Clerk as the designated election official of the Town;

WHEREAS, the Town has sufficient funds available and appropriated in its approved budget to pay the Town's prorated election expenses for the coordinated election;

WHEREAS, the Town Council of the Town of Parker desires to enter into an intergovernmental agreement with the Douglas County Clerk and Recorder regarding the conduct and administration of the November 7, 2023, coordinated election; and

WHEREAS, the Town Council of the Town of Parker desires to authorize the Mayor to execute the Intergovernmental Agreement between the Douglas County Clerk and Recorder and the Town of Parker Regarding the Conduct and Administration of the November 7, 2023, Coordinated Election.

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

Section 1. The Town Council of the Town of Parker hereby approves the Intergovernmental Agreement between the Douglas County Clerk and Recorder and the Town of Parker Regarding the Conduct and Administration of the November 7, 2023, Coordinated Election, which agreement shall be in substantially the same form as the agreement attached hereto as **Exhibit 1**. The Town Council further authorizes the Mayor of the Town to enter into the Intergovernmental Agreement on behalf of the Town in substantially the same form as attached hereto, following final approval by the Town Attorney.

Section 2. The Recitals of this Ordinance are incorporated herein by the reference.

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 _____, 2023.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2023.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Kristin Hoffmann, Town Attorney

EXHIBIT 1

INTERGOVERNMENTAL AGREEMENT

BETWEEN

DOUGLAS COUNTY CLERK AND RECORDER

AND

(Jurisdiction Name)

REGARDING THE CONDUCT AND ADMINISTRATION OF THE

**NOVEMBER 7, 2023
COORDINATED ELECTION**

**SHERI DAVIS
DOUGLAS COUNTY CLERK AND RECORDER
ELECTIONS DIVISION
CASTLE ROCK, CO 80109**



THIS AGREEMENT is made by and between the Board of County Commissioners of the County of Douglas, State of Colorado, on behalf of the Douglas County Clerk and Recorder (hereinafter referred to as the "County") and _____ (hereinafter referred to as the "Jurisdiction") collectively as the "Parties"; and

WHEREAS, pursuant to the Uniform Election Code of 1992 (Articles 1 to 13 of Title 1, C.R.S.), governmental entities are encouraged to cooperate and consolidate elections in order to reduce taxpayer expenses; and

WHEREAS, pursuant to section 1-7-116, C.R.S. if more than one political subdivision holds an election on the same day in November and the eligible electors for each such election are the same or the boundaries overlap, the County Clerk and Recorder is the Coordinated Election Official and, pursuant to section 1-5-401, C.R.S. shall conduct the elections on behalf of all political subdivisions utilizing the mail ballot procedures set forth in article 7.5 of title 1; and

WHEREAS, the County and Jurisdiction have determined that section 1-7-116, C.R.S. applies and it is in the best interest of the taxpayers and the electors to enter into this Agreement to conduct the Coordinated Election on November 7, 2023; and

WHEREAS, such agreements are authorized pursuant to Article XIV, Section 18 of the Colorado Constitution, and sections 1-7-116 and 29-1-203, C.R.S.

NOW, THEREFORE, for and in consideration of the promises herein contained, the sufficiency of which is hereby acknowledged, the Parties hereto agree this election shall be conducted as a coordinated election in accordance with the Uniform Election Code of 1992 (Articles 1-13 of Title 1, C.R.S.) or any other Title of C.R.S. governing participating Jurisdiction's election matters, as well as the Colorado Constitution, and the State of Colorado Secretary of State (SOS) Rules (hereinafter referred to as the "Code"). The election participants will execute agreements with Douglas County for this purpose and may include municipalities, school districts, and special districts within the Douglas County limits and the State of Colorado.

SECTION I. PURPOSE AND GENERAL MATTERS

1.01 DEFINITIONS:

- A. **"Coordinated Election Official"** (hereinafter "CEO") means the County Clerk and Recorder who acts as the "coordinated election official", as defined within the Code and Rules.
- B. **"Contact Officer"** means the person who acts as the primary liaison or contact between the Jurisdiction and the CEO. The Contact Officer shall be that person under the authority of the CEO who will have primary responsibility for the coordination of the election for the Jurisdiction and the procedures to be completed by the County Clerk hereunder.
- C. **Canvass Board** is appointed by the major political parties before the election. The canvass is the audit function of the election and the process of reconciling the number of ballots counted to the number of voters who voted. The Canvass Board

will meet no later than the 22nd day after the election to certify the abstract of votes cast.

- D. **"Designated Election Official"** (hereinafter "DEO"), means the person identified by the Jurisdiction to act as the primary liaison between the Jurisdiction and the Contact Officer and who will have primary responsibility for the conduct of election procedures to be handled by the Jurisdiction, as specified within the Code.
- E. **Logic & Accuracy Test** The county must conduct a Logic and Accuracy Test on its voting equipment at least 21 days before the election. Voting devices must be tested before they are used in an election. One registered elector from each major political party is required to serve on the Logic and Accuracy Testing Board.
- F. **Risk Limiting Audit** This audit provides strong statistical evidence that the election outcome is correct. The number of ballots required to conduct an RLA will vary based on the smallest margin of the contest selected by the Secretary of State and the risk limit. The smaller the margin, the more ballots to audit. The smaller the risk limit, the more ballots to audit. The Audit Board is appointed by the major political parties and must complete its report no later than 5:00 p.m. one business day before the canvass deadline. At least one member of each major political party's Canvass Board will serve as an observer of the audit.
- G. **TABOR** (Taxpayer Bill of Rights) is a constitutional measure that requires voter approval for tax increases.

1.02 JOINT RESPONSIBILITIES

- A. All parties shall familiarize themselves with all statutory and regulatory requirements impacting coordinated elections and TABOR notices and shall adhere to all applicable provisions of the Code which are necessary or appropriate to the performance of the duties required.
- B. Nothing herein shall be deemed to relieve the CEO or the Jurisdiction from their official responsibilities for the conduct of the election, including any of their respective responsibilities under the Fair Campaign Practices Act or any local ordinances concerning fair campaign practices.

1.03 JURISDICTION

The Jurisdiction encompasses territory within Douglas County. This Agreement shall apply only to that portion of the Jurisdiction within Douglas County. Where the Jurisdiction is entirely contained within Douglas County, the Contact Officer has jurisdiction in establishing ballot order and number in accordance with CRS 1-5-407(5). When the Jurisdiction is split among more than one county, the Contact Officer will coordinate with other counties to agree upon ballot order and numbering, per Colorado SOS Election Rule 4.2.

SECTION II. COUNTY/JURISDICTION RESPONSIBILITIES

The County and the Jurisdiction shall each perform their respective duties and/or functions within the context of this Agreement:

2.01 COUNTY RESPONSIBILITIES:

- A. Assist the DEO on any matter related to the election to ensure the smooth and efficient operation of the election (such information shall not include legal advice) by designating a Contact Officer with the specific duty of assisting with the election of the Jurisdiction and acting as the primary liaison between the County and Jurisdiction.
- B. Provide an Address Confirmation Form (Appendix A) accompanied by an Address Library Report and Jurisdiction Boundary Map that defines Jurisdictional boundaries in terms of residential street ranges based on County Assessor records. The Address Library Report will include the address report from the Secretary of State voter registration system, which defines street addresses within the Jurisdiction.
- C. Verify errors, omissions, and/or corrections identified by the Jurisdiction against County Assessor data, and where appropriate, modify street ranges to accurately define the eligible electors within the Jurisdiction.
- D. Contract for the mail ballot packets (ballot(s), voter instructions, and return envelope) and remit payment directly to the vendor.
- E. Provide ballot printing layouts compliant with the Code for proofreading and signature approval by the Jurisdiction prior to final ballot printing.
- F. Mail the ballot packets as required by the Code.
- G. Provide a certified list of the Jurisdiction's registered voters, as requested.
- H. Conduct all associated tasks relating to election judges including, but not limited to, eligibility, placement, training, and oversight.
- I. Conduct all functions of the Canvass Board to include a canvass of the votes and certification of the results. Additionally, provide the Jurisdiction a copy of all election statements required under the Code.
- J. Prepare and conduct the Logic and Accuracy Test.
- K. Publish and post the required legal notices. pursuant to § 1-5-205(1), C.R.S.
- L. Refer members of the public and press to the DEO regarding specific questions about ballot measures or candidates.

- M. Provide all necessary equipment, system programming, and personnel for ballot tabulation.
- N. Conduct and oversee the process of counting ballots and reporting results.
- O. Conduct a recount of the ballots cast if required by law, requested by the Jurisdiction, or requested by an interested party as allowed by the Code.
- P. Prepare and conduct the Risk Limiting Audit before certifying election results.
- Q. Provide the Jurisdiction an invoice for all expenses incurred under this Agreement.
- R. Archive and maintain all election records as required by the Code.

2.02 JURISDICTION RESPONSIBILITIES:

- A. Identify a DEO who shall familiarize themselves with all statutory and regulatory requirements impacting the Jurisdiction.
- B. Identify immediately to the Contact Officer if Jurisdiction is shared by additional county(ies).
- C. Provide a copy of the Ordinance or Resolution stating that the Jurisdiction has adopted the exclusive use of the Code for the conduct of the election and that the Jurisdiction will participate in the coordinated election in accordance with the terms and conditions of this Agreement.
- D. Confirm sufficient funds are available and appropriated in Jurisdiction's approved budget to pay election expenses. The Jurisdiction recognizes that the County cannot accurately predict the exact cost for the election, but represents to the County that it will pay its calculated prorated share and has appropriated sufficient funds to do so.
- E. Return this Intergovernmental Agreement with the signature page completed on or before the seventieth (70) day prior to the election per the Code.
- F. May appoint one representative to participate in the Canvass Board. If there is not a representative appointed, an employee of the Douglas County Clerk and Recorder will be appointed on the Jurisdiction's behalf by the Contact Officer.
- G. May appoint one representative to participate in the Logic and Accuracy Test. If there is not a representative appointed, an employee of the Douglas County Clerk and Recorder will be appointed on the Jurisdiction's behalf by the Contact Officer.
- H. May choose to appoint an observer for the Risk Limiting Audit. If there is not a representative appointed, an employee of the Douglas County Clerk and Recorder will be appointed on the Jurisdiction's behalf by the Contact Officer.
- I. Certify Jurisdictional boundaries by completing and returning the Address Confirmation Form or the Jurisdiction Boundary Map (Appendix A)

- J. Review all petition information, if applicable, and verify the information against the registration records, and, where applicable, the county assessor's records as per § 1-4-908, C.R.S. After review, the DEO shall notify the candidate of the number of valid signatures and whether the petition appears to be sufficient or insufficient. Upon determining that the petition is sufficient, and after the time for protest has passed, the DEO shall certify the candidate to the ballot, and notify the Contact Officer.
- K. The DEO shall refer correspondence and calls relating to the election outside of the DEO's expertise to the Contact Officer for response.
- L. Determine the ballot title and text. Certify, if applicable, the candidate, how many selections a voter should make (e.g., Vote for One), whether there is a certified write-in candidate, the list of ballot issues and/or ballot questions electronically (with receipt confirmed by the Contact Officer) in a plain text format, on or before the sixtieth (60) day, no later than 5:00 pm. The ballot content must be certified in the order in which it will appear on the ballot and must include specific instructions (e.g., Vote for One, etc.). The certified list of candidates and ballot measures shall be final, and the Contact Officer will not be responsible for making any changes after the certification, except those prescribed by statute. The use of all capital letters is reserved for TABOR issues only, per the Code.
- M. Provide either directly by the DEO or by the candidate on behest of the DEO, the phonetic pronunciation of each candidate's name to assist in the preparation of the audio ballot at the time ballot content is certified to the County. Record a voice message at (303) 663-6279 and include the candidate name, jurisdiction, and title of office no later than sixty (60) days prior to the election.
- N. Indicate whether question(s) are a referred measure or an initiative from a citizen petition. The Jurisdiction understands and agrees that any untimely ballot content submitted may result in candidates, issues, or questions not being on the ballot for the coordinated election.
- O. Proofread the layout and the text of the Jurisdiction's portion of the official ballots and TABOR notice (if applicable) and provide written confirmation (electronic format) of acceptance before the printing of the ballots. **Approval or requested changes must be received within four (4) business hours of receiving the layout and text from the county** or as identified by the Contact Officer. This may require availability outside of normal business hours. Such acceptance is final, and no changes will be made after written notice (electronic format) is given to the Contact Officer. Failure to respond by the deadline will be considered acceptance "as is". A penalty for delay or rework of the ballot or TABOR notice will result in an additional fee to the Jurisdiction for all associated costs with fixing or correcting Jurisdictional errors.
- P. Perform the following tasks (as applicable) where Jurisdictional property owners are eligible to vote:

- a. Notify Contact Officer of the Title under which the political subdivision is formed and specifically which property owners are eligible to vote in the election.
 - b. Provide a certified list of eligible property owners, as determined by the Jurisdiction, who:
 - i. Own property within the Jurisdiction, appear on the State of Colorado list of registered voters and reside at an address that is not within the boundaries of Douglas County ("Out of County" property owners); or,
 - ii. Own property within the Jurisdiction, appear on the Douglas County list of registered voters, reside at an address that may not match the property address as shown on the County Assessor's list, but is within the boundaries of Douglas County ("In County" property owners).
 - c. Coordinate directly with the Douglas County Assessor's Office (303-660-7450), or visit their website to obtain the list of all recorded owners of taxable real and personal property at <https://apps.douglas.co.us/assessor/advanced-search/>.
 - d. Exclude non-person entities and persons not living in the state of Colorado; any individuals not registered to vote; any person who resides in the district, as they will already receive a mail ballot.
 - e. Submit the lists as an electronic copy using Microsoft Excel format. The spreadsheet shall contain no more than one (1) eligible elector's name per line. Each line shall consist of the following separated fields: Last name, first name, middle name, mailing address, city, state, zip, parcel number, phone number, if available, and voter identification number. All files provided to the Contact Officer are to be clearly named.
- Q. Publish and post any required legal notices for the Jurisdiction's ballot content, other than the notice required by § 1-5-205, C.R.S, which Douglas County will publish. A copy of such published legal notice shall be submitted to the Douglas County Clerk and Recorder, Recording Division for its records.
- R. Provide phone support on Election Day from 7:00am – 7:00pm. Designated contact person for Jurisdiction must be provided upon execution of this Agreement. Emergency contact information must also be provided for this purpose.
- S. Notify the Contact Officer within 24 hours of the completion of the final ballot tabulation whether a recount is required or desired. The Jurisdiction shall reimburse the County for the full cost of the recount. If other Jurisdictions are included in the recount, the cost will be pro-rated among the participating Jurisdictions as per § 1-10.5-101, C.R.S. Refer to SOS Rule 10.9.5 for Jurisdictions in more than one County.
- T. Within thirty (30) days from the date of receipt of such invoice, the Jurisdiction shall remit total payment to the County.
- U. Pay any additional or unique election costs resulting from Jurisdiction delays, mistakes, recounts, and/or special preparations or cancellations relating to the Jurisdiction's participation in the coordinated election. Charges are \$1.00 per registered voter, with a minimum charge of \$1,000, not including publication cost, excess linear ballot column

inches cost (\$2,000 for Coordinated over 5”), special text formatting such as italic, underline, bullets, numbering, tables, strike-through or indentations (\$500 if applicable) the use of all capital letters is reserved for TABOR issues only, per the Code., and TABOR Notice costs with a minimum charge of \$500 (if applicable).

Illustrative Pro-Rated Costs Table:

Current Registration Total (Active & Inactive)	% of Total Participants Registration	TABOR registered Voters	TABOR % of total Registration	Current Registration Total X \$1.00	OR \$1k minimum, whichever is greater	AND \$2k ea. add. column inch over 5	TABOR Notice Cost x % registration or \$500 minimum	Public Notice Divided equally by participating entities	Requested Report Fees (\$25/report)	Estimated Minimum Cost
43,000	17.38%	21,000	46.5%	\$64,500	\$0.00	\$6,000	\$13,953.49	\$15.00	\$50.00	\$ 84,518.49
98,000	39.62%	45,000	99.67%	\$147,000	\$0.00	\$2,000	\$29,900.33	\$15.00	\$50.00	\$178,965.33
7,500	3.03%	0	0.00	\$11,250	\$0.00	\$0	\$0.00	\$15.00	\$25.00	\$ 11,290.00
300	0.12%	150	0.33%	\$450	\$1,000	\$0	\$500.00	\$15.00	\$25.00	\$ 1,990.00

If costs of TABOR Notice were \$30,000 and other public notices were \$60.

SECTION III. CANCELLATION OF ELECTION

3.01 CANCELLATION OF ELECTION BY THE JURISDICTION.

In the event the Jurisdiction resolves to cancel the election, notice shall be provided to the Contact Officer immediately. The Jurisdiction shall be liable for the full actual costs of the activities relating to the election incurred both before and after the Contact Officer’s receipt of such notice. The Jurisdiction shall provide and post notice by publication as defined in the Code. In the event that the Jurisdiction resolves to cancel the election after the last day for the DEO to certify the ballot order and content to the Contact Officer, the text provided by the Jurisdiction cannot be removed from the ballot and/or the TABOR Notice.

(remainder of page intentionally blank)

**SECTION IV.
MISCELLANEOUS**

4.01 NOTICES.

Any and all notices required to be given by this Agreement are deemed to have been received and to be effective: (1) three days after they have been mailed by certified mail, return receipt requested; (2) immediately upon hand delivery; 3) or by email to the address of a Party as set forth below or to such Party or addresses as may hereafter be designated in writing:

To County:

Sheri Davis
Douglas County Clerk and Recorder
Elections Division
125 Stephanie Place
Castle Rock, Colorado 80109

Email: Elections@Douglas.co.us

To Jurisdiction:
(Enter Contact and address
information)

4.02 TERM OF AGREEMENT.

The term of this Agreement shall continue until all statutory requirements concerning the conduct of the coordinated election are fulfilled.

4.03 AMENDMENT.

This Agreement may be amended only in writing and following the same formality as the execution of the initial Agreement.

4.04 INTEGRATION.

The Parties acknowledge that this Agreement constitutes the sole Agreement between them relating to the subject matter hereof and that no Party is relying upon any oral representation made by another Party or employee, agent or officer of that Party.

4.05 CONFLICT OF AGREEMENT WITH LAW, IMPAIRMENT.

In the event that any provision in this Agreement conflicts with the Code or other statute, this Agreement shall be modified to conform to such law. No resolution of either party to this Agreement shall impair the rights of the CEO or the Jurisdiction hereunder without the consent of the other party to this Agreement.

4.06 TIME OF ESSENCE.

Time is of the essence for this Agreement. The time requirements of the Code shall apply to completion of the tasks required by this Agreement. Failure to comply with the

terms of this Agreement and/or the deadlines or the Code may result in consequences up to and including termination of this Agreement.

4.07 GOOD FAITH.

The parties shall implement this Agreement in good faith, including acting in good faith in all matters that require joint or general action.

4.08 NO WAIVER OF GOVERNMENTAL IMMUNITY ACT.

The Parties hereto understand and agree that they, their commissioners, officials, officers, directors, agents, and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act (the "CGIA"), §§ 24-10-101 to 120, C.R.S., or otherwise available to the County or the Jurisdiction. To the extent the CGIA imposes varying obligations or contains different waivers for cities and counties, both the Jurisdiction and the County agree that they will remain liable for their independent obligations under the CGIA, and neither party shall be the agent of the other or liable for the obligations of the other.

4.09 NO THIRD-PARTY BENEFICIARIES.

The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the County and the Jurisdiction, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person under such Agreement.

(remainder of page intentionally blank)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective on the latest date noted below.

THE BOARD OF COUNTY
COMMISSIONERS
OF THE COUNTY OF DOUGLAS,
COLORADO
(Board signature required only if
coordination cost will exceed \$25,000)

COORDINATED ELECTION OFFICIAL:

By _____
Board of County Commissioners
Chairperson

By _____
Clerk and Recorder

Date _____

Date _____

Attest _____
Deputy Clerk to the Board

APPROVED AS TO FISCAL CONTENT:

APPROVED AS TO LEGAL FORM:

Director of Finance

County Attorney

Jurisdiction Signatures:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attest _____

Title: _____

Contents

Appendix A – Address Confirmation Form

Appendix B – Contact Information Form

Appendix C – Important Dates

Appendix D – Checklist

Appendix E – TABOR Notice Agreement

Appendix F – TABOR Notice Proof Acceptance Form

Appendix G – Sample TABOR Notice

November 7, 2023

Appendix A Address Confirmation Form

JURISDICTION NAME: _____

The address ranges identified in the **Address Library Report**, provided in addition to the IGA, represent all current addresses within your Jurisdiction according to our Voter Registration System address report. *The Douglas County Elections Office only maintains residential addresses – not business or commercial addresses.* We are sending you the **Address Library Report** to confirm that the address ranges are complete and accurate. These addresses will be used to identify eligible electors within the Jurisdiction. It is the Jurisdiction's responsibility to know all current addresses within its boundaries.

Please verify that the **Address Library Report** includes all residential addresses within your Jurisdiction. If there is an error, please note it on the table below. If there are no errors, omissions, and/or corrections, it is still essential to sign, date, and return this form to the Douglas County Elections Office. Thank you.

PROPOSED DISTRICTS: Provide a certified legal description, map, and street listing (including street ranges).

Section 1

Enter information in table, if applicable. If more space is needed, please create a separate document.

Street Name	Dir.	Street Type	Low/High Range	Odd/Even	Zip Code	Notes
<i>Example</i> Main	E	St.	101/603	E	80104	

Section 2

Enter other counties shared by Jurisdiction.

County Name(s): _____

___ Not Applicable

2023 COORDINATED ELECTION

November 7, 2023

I have reviewed the Jurisdiction's Address Library Report provided by the Douglas County Elections Office and certify it to be a true and accurate description of the address ranges defining boundaries of the Jurisdiction, except for any discrepancies, which are noted on this form.

Signature

Date

November 7, 2023

Annexations, Inclusions, Exclusions

This form may be used in conjunction with the provided Jurisdiction Boundary Map, in place of reviewing and verifying the provided Address Library Report.

JURISDICTION NAME: _____

To ensure our office has the most current information, please complete the applicable Section below, pertaining to Annexations, Inclusions, and Exclusions for your Jurisdiction.

Section 1

Since January 1 of the current year, the Jurisdiction has approved (check all that apply):

☐ Annexations

☐ Inclusions

☐ Exclusions

All supporting documents pertaining to the applicable Annexation(s), Inclusion(s), or Exclusion(s) are attached to this form and should be used by the Douglas County Elections Office in order to update address information for the Jurisdiction.

By signing below, I acknowledge and certify that the information is true and accurate.

Signature

Date

Section 2

I acknowledge and certify the Jurisdiction has not approved any Annexation(s), Inclusion(s), or Exclusion(s) since January 1 of the current year.

By signing below, I acknowledge and certify that the information is true and accurate.

Signature

Date

Appendix B
Contact Information Form

Please enter your Jurisdiction's information:

Jurisdiction: _____

Designated Election Official:

Name

Mailing Address

City, State, Zip

Email

Phone

Represented By:

Attorney / Law Firm

Mailing Address

City, State, Zip

Email

Phone

Per the IGA, please indicate the Jurisdiction representative(s) who will participate in the following activities.

Required Participation

- 1. November 7, 2023; 7:00am – 7:00pm
Election Day phone support for citizen inquiries**

Name: _____

Phone: _____

Email: _____

Optional Participation

- 2. September 29, 2023 (Alternate Date = October 2)
Logic and Accuracy Test (LAT)**

Name: _____

Phone: _____

Email: _____

- 3. November 21 – 22, 2023 (Additional days may be needed)
Risk Limiting Audit (RLA)**

Name: _____

Phone: _____

Email: _____

November 7, 2023

**4. November 27, 2023 (Alternate Date = November 28)
Canvass Board and Final Certification of Election**

Name: _____

Phone: _____

Email: _____

Note: If a representative is not designated for the optional activities, the Douglas County Elections office will designate a staff member to serve on behalf of the Jurisdiction.

Douglas County Coordinated Election Official: Sheri Davis, Clerk and Recorder Name

301 Wilcox Street, PO Box 1360

Mailing Address

Castle Rock, CO 80104

City, State, Zip

sdavis1@douglas.co.us

Email

303-663-7364

Phone

Douglas County Contact Officer: Jack Twite Jr, Deputy of Elections Name

125 Stephanie Place

Mailing Address

Castle Rock, CO 80109

City, State, Zip

jtweite@douglas.co.us

Email

303-814-7618

Phone

2023 COORDINATED ELECTION

November 7, 2023

Douglas County Deputy of Elections:

Jack Twite Jr
Name

125 Stephanie Place
Mailing Address

Castle Rock, CO 80109
City, State, Zip

jtweite@douglas.co.us
Email

303-814-7618
Phone

Douglas County Senior Assistant Attorney:

Christopher Pratt
Name

100 Third Street
Mailing Address

Castle Rock, CO 80104
City, State, Zip

cpratt@douglas.co.us
Email

303-660-7321
Phone

Appendix C Important Dates

Event	Date
Last day to provide in writing to the County Clerk & Recorder Notice of Intent to coordinate for the 2023 Coordinate Election (-100 days)	July 28 (Friday)
Last day to return signed IGA to the Contact Officer (-70 days)	August 29 (Tuesday)
Last day to return completed Address Confirmation Form (Appendix A) or Boundary Map to ensure accurate voter information (-70 days)	August 29 (Tuesday)
Last day to submit certified ballot order and content to the Contact Officer (-60 days)	September 8 (Friday)
Last day for Secretary of State to certify state ballot order and content to county clerk (-57 days)	September 8 (Friday)
Last day to mail ballots to Uniformed and Overseas electors (UOCAVA) (-45 days)	September 23 (Saturday)
Last day to submit TABOR Notice Language and summarized Pro/Con & Fiscal Impact Statements to Contact Officer (-43 days)	September 25 (Monday)
Logic and Accuracy Test (LAT)	September 29 (Friday)
Logic and Accuracy Test (LAT) – Alternate Date	October 2 (Monday)
Ballots mailed to voters (-22 days)	October 16 (Monday)
Ballot Drop Boxes open (-15 days minimum)	October 16 - November 7 All boxes close Election Day, November 7 at 7 p.m.
Last day voter can request our office mail a ballot (-8 days)	October 30 (Monday)

2023 COORDINATED ELECTION

November 7, 2023

Voter Service and Polling Centers (VSPCs) open (-8 days)	October 30 – November 7 Monday - Friday, 8 a.m. - 5 p.m. Saturday, November 4, 9 a.m. - 1 p.m. Election Day, Tuesday, November 7, 7 a.m. – 7 p.m.
Election Day	November 7, 7 a.m. – 7 p.m. (Tuesday)
Risk Limiting Audit (RLA)	November 21-22 (Additional days may be needed)
Canvass Board and Final Certification of Election	November 27 (Monday)
Canvass Board and Final Certification of Election – Alternate Date	November 28 (Tuesday)
Final Certification of Election deadline	November 29 (Wednesday)

Appendix D IGA Checklist

Dates shown below are either Statute-driven deadline dates or preferred dates of the Douglas County Elections office.

- ☐ **Friday, July 28**
 - Provide in writing to the County Clerk and Recorder notice of intent to coordinate.

- ☐ **Wednesday, August 2**
 - Receive and review IGA and accompanying documents from the Contact Officer, including important District addressing verification.

- ☐ **Tuesday, August 29**
 - Complete and return all required documents of the IGA via USPS mail or email to the Contact Officer, jtwite@douglas.co.us
 - Provide a copy of the Ordinance and/or Resolution that outlines intent to participate in the General Election.
 - Provide a statement to confirm sufficient funds to pay election expenses are available and appropriated in the Jurisdiction's approved budget.
 - For PROPOSED DISTRICTS:
 - Provide certified legal description, map, and street listing (including street ranges).

- ☐ **Friday, September 8**
 - Provide certified ballot order and content to the Contact Officer. C.R.S 1-5-203(3). Refer to Section 2.02 (L) of the IGA for specific requirements.
 - As applicable, provide phonetic pronunciation of each candidate's name via voicemail. Refer to Section 2.02 (M) of the IGA for instructions.
 - Proofread ballot layout and text for Jurisdiction's portion of the official ballot and provide written acceptance of content or written notice of necessary changes. Refer to Section 2.02 (O) of the IGA for instructions.

- ☐ **Monday, September 25**
 - Provide Contact Officer with full text of any required ballot issues or ballot questions and all summarized pro/con statements to the Contact Officer.

- ☐ **Tuesday, October 3 – For elections where property owners are eligible electors:**
 - Provide all applicable eligible property owner list(s). Refer to Section 2.02 (P) of the IGA for instructions and requirements.

November 7, 2023

- ☐ **Wednesday, October 18 – For elections where property owners are eligible electors:**
 - Provide a supplemental list of applicable eligible property owner(s) for eligible voters not submitted in the original list from Monday, September 13. Refer to Section 2.02 (P) of the IGA for instructions and requirements.

- ☐ **Election Day, Tuesday, November 7**
 - Provide phone support for Jurisdiction for hours of voting (7:00 a.m. -7:00 p.m.) should information be needed from Douglas County Elections office or the general public.

- ☐ **Post-Election Day**
 - Notify Contact Officer within 24 hours of completion of final ballot tabulation if a recount is required.
 - Remit payment within 30 days of receipt of billing invoice.



Request for Town Council Action

Date: August 7, 2023

Submitted By: Chris Hudson, Deputy Director of Engineering

Reviewed By: Michelle Kivela, Town Manager

Title: **Bradbury Ranch Drive Emergency Repair Contract Modification**

Amount: **\$300,000 addition to original contract of \$300,000 for a revised total of \$600,000**

Contractor: **Naranjo Civil Constructors**

Department: **Engineering and Public Works, Chris Hudson**

EXECUTIVE SUMMARY

On June 20, 2023, Town Council ratified the Bradbury Ranch Drive emergency repair contract for \$300,000 with Naranjo Civil Constructors. The emergency repairs are substantially completed and a contract modification is necessary to reflect the costs incurred.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

On Sunday, June 11, 2023, an existing sixty-six (66) inch corrugated metal culvert pipe under Bradbury Ranch Drive between the Independence Drive intersection and the McClellan Road intersection failed during a rain event. This failure resulted in a sink hole that caused Bradbury Ranch Drive to be closed for use by the public. Bradbury Ranch Drive is a primary roadway for ingress/egress into the Bradbury Ranch subdivision located at the northwest corner of Jordan Road and Mainstreet.

The Town of Parker mobilized an emergency contractor to repair the failed storm drainage culvert and address the resulting sink hole of approximately fifteen (15) feet in depth spanning nearly the entire roadway limits. On June 20, the Town Council ratified a \$300,000 contract with Naranjo Civil Constructors (NCC) for the needed emergency repairs. This original contract amount was based on limited knowledge of the needed repairs in the days after the event. The Town's design consultant recommended the addition of an energy dissipation structure at the downstream end of the proposed culvert plus adjustment of the culvert grades and extension of the culvert to reduce the potential of downstream erosion. The replacement culvert installation process was impacted/slowed by the need to minimize impacts on the Bradbury Ranch HOA decorative fence/railing along the sides of the roadway at the culvert crossing. A Parker Water & Sanitation District (PWSD) waterline was removed and replaced to allow for the culvert replacement. Additionally, several utilities were supported during the excavation and replacement culvert installation, which slowed the installation work. NCC diligently worked on

the emergency repair, including working through several additional rain events that set back the work progress and, despite the challenges, Bradbury Ranch Drive was reopened to the traveling public on the afternoon of Friday, July 21. As of assembling this Town Council item in late-July, the full cost of the Naranjo emergency contract is not known but is tracking to be roughly \$550,000. This contract modification is for an additional \$300,000 or a revised total contract amount of \$600,000 to cover any final work that may be needed.

FINANCIAL IMPACT

Funding for this emergency repair will be paid for by the Stormwater Utility Fund and the Roadway Capital Fund. A budget amendment will be processed later this year when the final costs are determined.

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 regular agenda.



Request for Town Council Action

Date: August 7, 2023
Submitted By: Bob Exstrom, Project Manager
Reviewed By: Michelle Kivela, Town Manager
Title: **Amendment No. 2 to Contract for Architecture/Engineering Services for the Town Hall Expansion Project**
Amount: \$651,547
Contractor: Anderson Mason Dale Architects
Department: Engineering and Public Works, Bob Exstrom

EXECUTIVE SUMMARY

This item is to award a second amendment to the design contract (CIP22-051-AS) with Anderson Mason Dale Architects for the Town Hall expansion project for design development and entitlement services in the amount of \$651,547.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

On January 3, 2023, Council awarded a contract for architectural/engineering services (CIP22-051-AS) and amendment (#01) for preliminary design services with Anderson Mason Dale Architects (AMD) for the Town Hall expansion project.

On July 10, 2023, staff presented the preliminary design results to Council including a site plan, floor plans, exterior renderings, and cost estimates. Staff requested direction regarding the design and recommended continuing services with AMD. Council supported the design with some comments and agreed that staff should take the next step by requesting a proposal for the next round of design services and presenting it under a contract amendment (#02) for Council's approval.

The next round of design services includes design development and entitlement efforts. These services will generally involve advancing the current preliminary design to 60%, updating the project cost model, and preparing the entitlement deliverables for the required Site Plan Amendment.

Services covered in this contract amendment (#02) are anticipated to take approximately 5 months to complete and cost \$651,547. Construction is tentatively scheduled to start in the 2nd Quarter of 2024, and completion is tentatively scheduled for 2025.

FINANCIAL IMPACT

Funding has been appropriated for this second amendment in the 2023 Town Hall Expansion fund (303-4194).

STRATEGIC GOAL(S)



**SUPPORT AN
ACTIVE COMMUNITY**



**FOSTER COMMUNITY
CREATIVITY AND
ENGAGEMENT**



**INNOVATE WITH
COLLABORATIVE
GOVERNANCE**



**ENHANCE ECONOMIC
VITALITY**



**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 regular agenda.