

TOWN OF PARKER COUNCIL AGENDA

July 15, 2024

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://parkerCO.gov/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. 7:00 P.M. – Call to Order Town Council Meeting and Roll Call

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. PRESENTATION OF FINANCIAL STATEMENTS BY PLANTE MORAN

5. CONSENT AGENDA

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

A. *APPROVAL OF MINUTES - July 8, 2024*

B. *FIRST AMENDMENT TO SUBDIVISION AGREEMENT PARKER POINTE SUBDIVISION FILING NO. 1*

*Applicant: Brad Willett, Parker and Stroh LLC
Location: Southeast corner of Parker Road and Stroh Road
Department: Community Development, Amber Wood Hicken*

- C. *FIRST AMENDMENT TO SUBDIVISION AGREEMENT COMPARK VILLAGE SOUTH FILING NO. 1 AMENDMENT 2*
Applicant: *Century Living LLC*
Location: *South side of the future Belford Avenue west of Chambers Road*
Department: *Community Development, Julia Duncan*
TRAKiT No.: *SUB24-008*
- D. *LINCOLN AVENUE/JORDAN ROAD WIDENING PROJECT*
Department: *Engineering and Public Works, Patrick Burke*
Second Reading: *August 5, 2024*
1. *ORDINANCE NO. 1.626 - First Reading*
A Bill for an Ordinance to Approve the Right-of-Way Purchase and Sale Agreement By and Between 9855 Parker, LLC, and the Town of Parker for a Portion of Lot 1, Maclachlan Subdivision Filing No. 1, for the Lincoln Avenue Widening Project
2. *ORDINANCE NO. 1.628 - First Reading*
A Bill for an Ordinance to Approve the Right-of-Way Purchase and Sale Agreement By and Between Belco Credit Union and the Town of Parker for a Portion of Lot 5, Lincoln Meadows Filing No. 3, for the Lincoln Avenue Widening Project
- E. *RESOLUTION NO. 24-036*
A Resolution to Amend Resolution No. 22-030.1, Series of 2022, to Approve the Revised Bylaws for the Parker Youth Commission
Department: *Town Manager, Cheri Sullivan*
- F. *CONTRACTS OVER \$100,000*
1. *Hilltop and Parker Road Improvements – Final Design Contract*
Amount: *\$188,879*
Contractor: *Wilson & Company Inc.*
Department: *Engineering and Public Works, Patrick Burke*
2. *Irrigation Controllers*
Amount: *\$272,014.80*
Contractor: *Hydropoint Data Systems, Inc*
Department: *Parks, Recreation and Open Space, Jared Musil*
3. *Traffic Signal Repair and On-Call Services Contract Amendment*
Amount: *\$225,000*
Contractor: *Lighthouse Transportation Group*
Department: *Engineering and Public Works, David Aden*

4. *Purchase from PWSD to Increase Existing 1.5" Domestic Water Tap to 2" for the Town Hall Addition & Renovation Project*

Amount: \$153,082

Contractor: Parker Water & Sanitation District

Department: Engineering and Public Works, Bob Exstrom

5. *Bridge Concrete Sealant Contract*

Amount: \$202,000

Contractor: NPW Contracting, Inc.

Department: Engineering and Public Works, Scott Borzillo

6. **TOWN MANAGER**

Summer 2024 Town Manager's Report

7. **PUBLIC HEARINGS**

CIVIC CENTER FILING NO. 1 EXEMPTION PLAT LOT 1 - PARKING GARAGE - SITE PLAN

Applicant: Craine Architecture, Town of Parker

Location: South of Mainstreet off of PACE Center Drive just east of the PACE Center

Department: Community Development, Julia Duncan

TRAKiT No.: SP23-097

8. **ORDINANCES**

A. **ORDINANCE NO. 1.623 - Second Reading**

A Bill for an Ordinance to Approve the Right-of-Way Purchase and Sale Agreement By and Between CPSJ Parker, L.L.C., and the Town of Parker for a Portion of Lot 2, Maclachlan Subdivision Filing No. 1, for the Lincoln Avenue Widening Project

Department: Engineering and Public Works, Patrick Burke

B. **ORDINANCE NO. 1.627 - Second Reading**

A Bill for an Ordinance to Approve the Office Space Lease By and Between Blair Family Properties III, LLC, and the Town of Parker for 12900 Stroh Ranch Place, Parker, Colorado 80134

Department: Town Manager, Michael Lawson

C. **ORDINANCE NO. 9.373 - Second Reading**

A Bill for an Ordinance Approving the Agreement Regarding Funding of Major Drainageway Planning for Sulphur Gulch and Tallman Gulch Watersheds By and Between Urban Drainage and Flood Control District d/b/a Mile High Flood District, Douglas County, Town of Parker and Cherry Creek Basin Water Quality Authority (Agreement No. 24-05.19 Project No. 110135)

Department: Engineering and Public Works, Michael Grabczyk

D. PARKER ROAD SIDEWALK/TRAIL IMPROVEMENTS

Department: Engineering and Public Works, Tom Gill

1. ORDINANCE NO. 1.624 - Second Reading

A Bill for an Ordinance to Approve the Memorandum of Agreement By and Between the Town of Parker and Jean Miao, as Trustee of the Cheong/Miao Family Trust B, Concerning the Parker Road Sidewalk/Trail Improvements South of Parker Square Drive

2. ORDINANCE NO. 1.625 - Second Reading

A Bill for an Ordinance to Approve the Memorandum of Agreement By and Between the Town of Parker and PHTS Commercial Owners Association Inc., Concerning the Parker Road Sidewalk/Trail Improvements South of Parker Square Drive

9. CONTRACTS OVER \$500,000

A. Parker Road/Parkglenn Signal (CIP23-023)

Amount: \$752,388

Contractor: Lighthouse Transportation Group

Department: Engineering and Public Works, Chris Hudson

B. PACE Parking Garage Construction Management Services (CIP23-040)

Amount: \$282,385

Contractor: Alfred Benesch & Company

Department: Engineering and Public Works, Nathan Klass

10. PUBLIC COMMENTS CONTINUED IF NECESSARY

11. ADJOURNMENT

**TOWN OF PARKER COUNCIL
MINUTES
JULY 8, 2024**

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

Town Attorney Jamie Wynn announced that there were two topics for discussion in the Executive Session to hold a conference with the Town's attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b). The first topic was the Police Department, Dial lawsuit, good faith investigation and indemnification; and the second topic was a Participation and Release Form concerning the Kroger opioid settlement.

EXECUTIVE SESSION

Brandi Wilks moved and Anne Barrington seconded to enter into Executive Session at 6:01 p.m. to hold a conference with the Town's Attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b).

The motion was approved unanimously.

Brandi Wilks moved and Joshua Rivero seconded to come out of Executive Session at 6:45 p.m.

The motion was approved unanimously.

COUNCIL UPDATES/WORK SESSION

No work session was held.

Brandi Wilks moved and Joshua Rivero seconded to recess the regular meeting until 7:00 p.m.

The motion was approved unanimously.

REGULAR SESSION

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

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

PUBLIC COMMENTS

Ron Redd, Castle Rock, from Parker Water and Sanitation District (PWSD) invited the Town Council to attend a water symposium on Tuesday, July 23, from 7:00 to 10:00 a.m. hosted by South Metro Water Supply and PWSD.

REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL

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

CONSENT AGENDA**A. APPROVAL OF MINUTES - June 17, 2024****B. ORDINANCE NO. 1.623 - First Reading**

A Bill for an Ordinance to Approve the Right-of-Way Purchase and Sale Agreement By and Between CPSJ Parker, L.L.C., and the Town of Parker for a Portion of Lot 2, Maclachlan Subdivision Filing No. 1, for the Lincoln Avenue Widening Project

Department: Engineering and Public Works, Patrick Burke

Second Reading: July 15, 2024

C. ORDINANCE NO. 9.373 - First Reading

A Bill for an Ordinance Approving the Agreement Regarding Funding of Major Drainageway Planning for Sulphur Gulch and Tallman Gulch Watersheds By and Between Urban Drainage and Flood Control District d/b/a Mile High Flood District, Douglas County, Town of Parker and Cherry Creek Basin Water Quality Authority (Agreement No. 24-05.19 Project No. 110135)

Department: Engineering and Public Works, Michael Grabczyk

Second Reading: July 15, 2024

D. PARKER ROAD SIDEWALK/TRAIL IMPROVEMENTS

Department: Engineering and Public Works, Tom Gill

Second Reading: July 15, 2024

1. ORDINANCE NO. 1.624 - First Reading

A Bill for an Ordinance to Approve the Memorandum of Agreement By and Between the Town of Parker and Jean Miao, as Trustee of the Cheong/Miao Family Trust B, dated March 08, 2010, Concerning the Parker Road Sidewalk/Trail Improvements South of Parker Square Drive

2. ORDINANCE NO. 1.625 - First Reading

A Bill for an Ordinance to Approve the Memorandum of Agreement By and Between the Town of Parker and PHTS Commercial Owners Association Inc., Concerning the Parker Road Sidewalk/Trail Improvements South of Parker Square Drive

E. ORDINANCE NO. 1.627 - First Reading

A Bill for an Ordinance to Approve the Office Space Lease By and Between Blair Family Properties III, LLC, and the Town of Parker for 12900 Stroh Ranch Place, Parker, Colorado 80134

Department: Town Manager, Michael Lawson

Second Reading: July 15, 2024

F. CONTRACTS OVER \$100,000

1. Parker Road (North) Operational Improvements (CIP22-006) – Contract Modification

Amount: \$175,000 Addition to Contract, for a revised contract amount of \$6,307,932.85.

Contractor: Goodland Construction, Inc.

Department: Engineering and Public Works, Tom Gill

2. Jordan Road Widening – CORE Electric Relocation Contract

Amount: \$174,952

Contractor: CORE Electric Cooperative

Department: Engineering and Public Works, Patrick Burke

3. Fourth Amendment to the Construction Contract (CIP22-051) for the Town Hall Addition and Renovation Project

Amount: \$368,580

Contractor: JHL Contractors

Department: Engineering and Public Works, Bob Exstrom

4. ACTIVE Network, LLC - First Amendment to Products and Services Agreement

Amount: No change to amount in Amendment

Contractor: ACTIVE Network, LLC

Department: Parks, Recreation and Open Space, Mary Colton

Joshua Rivero moved and Todd Hendreks seconded to approve Consent Agenda Items 4A through 4F.

A roll call vote was taken:

Joshua Rivero - yes

Anne Barrington - yes

Todd Hendreks - yes

John Diak - yes

Brandi Wilks - yes

The motion was approved unanimously.

PUBLIC HEARINGS

PARKER HOMESTEAD FILING NO. 1, AMENDMENT 2, USE BY SPECIAL REVIEW - DRIVE THROUGH

Applicant: EMK Consultants

Location: Southwest of the intersection of Chambers Road and Double Angel Road

Department: Community Development, Amber Wood Hicken

TRAKiT No.: Z24-006

Mayor Toborg opened the Public Hearing at 7:10 p.m.

The applicant, Tejas Ventures, Inc., submitted a Use by Special Review (UbSR) application to permit a drive-through with a proposed multi-tenant commercial development in the Parker Homestead Planned Development (PD). The subject property is generally located at the southwest corner of the intersection of Chambers Road and Double Angel Road.

The proposed drive-through facility would wrap the south and west sides of the planned multi-tenant commercial development as shown in the exhibit below. Vehicles would enter the drive-through on the west side of the building and queue along the south side of the building until they reach the pick-up window near the southeast corner of the building. The drive-through and pick-up window are screened from Chambers Road by the building. They are buffered from nearby residential homes by an internal, private street called Disha Drive and adjacent commercial properties to be developed in the future.

The Planning Commission held a public hearing for the UbSR application on June 27, 2024 and recommended Town Council approve the application.

Presentation by applicant, Rama Kalagara who also answered questions of the Council.

Public Comments: None.

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

Todd Hendreks moved and Joshua Rivero seconded to approve, based on the findings contained in the staff report, with the following conditions:

1. The UbSR application and supporting materials submitted to the Town on April 30, 2024 shall be the approved UbSR materials.
2. The UbSR approval shall expire twenty-four (24) months after the date of approval unless the use has commenced or a grading or building permit has been issued. The LDO permits the Community Development Director, upon written request, to grant a 180-day extension.

A roll call vote was taken:

Joshua Rivero - yes

Anne Barrington - yes

Todd Hendreks - yes

John Diak - yes

Brandi Wilks - yes

The motion was approved unanimously.

ORDINANCES

A. LINCOLN AVENUE/JORDAN ROAD WIDENING PROJECT

Department: Engineering and Public Works, Patrick Burke

This item approved two (2) ordinances for Purchase and Sale Agreements for the conveyance of real property necessary to construct the Lincoln Avenue/Jordan Road Widening Capital Improvement Project.

Public Comments: None.

1. ORDINANCE NO. 1.619 - Second Reading

A Bill for an Ordinance to Approve the Right-of-Way Purchase and Sale Agreement By and Between DSSM Holdings, LLC, and the Town of Parker for a Portion of Lot 2, Lincoln Meadows Filing No. 3, for the Lincoln Avenue Widening Project

Joshua Rivero moved and Anne Barrington seconded to approve Ordinance No. 1.619 on second reading.

A roll call vote was taken:

Joshua Rivero - yes

Anne Barrington - yes

Todd Hendreks - yes

John Diak - yes

Brandi Wilks - yes

The motion was approved unanimously.

2. ORDINANCE NO. 1.620 - Second Reading

A Bill for an Ordinance to Approve the Right-of-Way Purchase and Sale Agreement By and Between Richie's Parker Express Carwash, LLC, and the Town of Parker for a Portion of Lot 4C, Lincoln Meadows Filing No. 2, 1st Amendment, for the Lincoln Avenue Widening Project

Joshua Rivero moved and Anne Barrington seconded to approve Ordinance No. 1.620 on second reading.

A roll call vote was taken:

Joshua Rivero - yes

Anne Barrington - yes

Todd Hendreks - yes

John Diak - yes

Brandi Wilks - yes

The motion was approved unanimously.

B. PARKER ROAD SIDEWALK/TRAIL IMPROVEMENTS

Department: Engineering and Public Works, Tom Gill

This item approved three (3) ordinances for the memorandum of agreement for the conveyance of real property necessary to construct the Parker Road Sidewalk - East Side (Sulphur Gulch to South of Parker Square Drive) project. These agreements are needed for planned sidewalk/trail improvements to the east side of Parker Road between the Sulphur Gulch trail to south of Parker Square Drive.

Public Comments: None.

1. ORDINANCE NO. 1.618 - Second Reading

A Bill for an Ordinance to Approve the Memorandum of Agreement By and Between the Town of Parker and Brian M. Burr and Bryn L. Spencer-Burr Concerning the Parker Road Sidewalk/Trail Improvements South of Parker Square Drive

Joshua Rivero moved and Todd Hendreks seconded to approve Ordinance No. 1.618 on second reading.

A roll call vote was taken:

Joshua Rivero - yes

Anne Barrington - yes

Todd Hendreks - yes

John Diak - yes

Brandi Wilks - yes

The motion was approved unanimously.

2. ORDINANCE NO. 1.621 - Second Reading

A Bill for an Ordinance to Approve the Memorandum of Agreement By and Between the Town of Parker and Colorado Flooring Industries, Inc., and RED Parker (TIC), LLC, Concerning the Parker Road Sidewalk/Trail Improvements South of Parker Square Drive

Joshua Rivero moved and Brandi Wilks seconded to approve Ordinance No. 1.621 on second reading.

A roll call vote was taken:

Joshua Rivero - yes

Anne Barrington - yes

Todd Hendreks - yes

John Diak - yes

Brandi Wilks - yes

The motion was approved unanimously.

3. ORDINANCE NO. 1.622 - Second Reading

A Bill for an Ordinance to Approve the Memorandum of Agreement By and Between the Town of Parker and Masini DT, LLC, Concerning the Parker Road Sidewalk/Trail Improvements South of Parker Square Drive

Joshua Rivero moved and Anne Barrington seconded to approve Ordinance No. 1.622 on second reading.

A roll call vote was taken:

Joshua Rivero - yes

Anne Barrington - yes

Todd Hendreks - yes

John Diak - yes

Brandi Wilks - yes

The motion was approved unanimously.

C. ORDINANCE NO. 9.372 - 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 5, 2024, Coordinated Election

**Department: Town Clerk, Chris Vanderpool
Town Attorney, Jamie Wynn**

The Town's regular 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). Approval of this ordinance authorized the Town to enter into the IGA with Douglas County.

Public Comments: None.

Todd Hendreks moved and Brandi Wilks seconded to approve Ordinance No. 9.372 on second reading.

A roll call vote was taken:

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

The motion was approved unanimously.

D. ORDINANCE NO. 5.28.35

A Bill for an Ordinance to Amend Chapter 5.02 of the Parker Municipal Code Authorizing the Town Clerk to Administratively Approve Special Events Permits

Department: Town Clerk, Chris Vanderpool

This ordinance would allow the Town Clerk to administratively approve special event permit applications instead of the application being heard by the Special Licensing Authority. This item was unanimously approved by the Town Council on second reading on June 17, 2024, and subsequently vetoed by the Mayor. Approval of this ordinance overrode the Mayor's veto.

Anne Barrington moved and Todd Hendreks seconded to override the Mayor's veto of June 17, 2024 and to approve Ordinance No. 5.28.35.

A roll call vote was taken:

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

The motion was approved unanimously.

ADJOURNMENT

Mayor Toborg adjourned the meeting at 8:20 p.m.

Susan L. Irvine, Deputy Town Clerk

Jeff Toborg, Mayor



Request for Town Council Action

Date: July 15, 2024

Submitted By: Amber Wood Hicken, Planner I

Reviewed By: Michelle Kivela, Town Manager

Title: **FIRST AMENDMENT TO SUBDIVISION AGREEMENT PARKER POINTE SUBDIVISION FILING NO. 1**

Applicant: Brad Willett, Parker and Stroh LLC

Location: Southeast corner of Parker Road and Stroh Road

Department: Community Development, Amber Wood Hicken

EXECUTIVE SUMMARY

The subject property associated with the Subdivision Improvement Agreement (SIA) amendment is located at the corner of Stroh Road and Parker Road. The Town is currently processing a replat of Parker Pointe to adjust lot line locations and dedicate new easements. The Town is amending the SIA to:

1. Address the timing of the construction of an internal sidewalk along the east side of Declan Drive, the private drive parallel to Stroh Road;
2. Require a revised traffic study; and
3. Change the public improvements completion date from December 31, 2023 to November 30, 2025.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The subject property associated with the Subdivision Improvement Agreement (SIA) amendment is located at the corner of Stroh Road and Parker Road. The Town is processing a replat of Parker Pointe to shift lot lines and dedicate new easements concurrently with this SIA. As part of the replat process, staff is requiring the developer to design and construct a private sidewalk along the north side of Declan Drive to enable greater pedestrian access within the property. Additionally, the Town is requiring the developer to complete a revised traffic study for the proposed development. If the traffic study recommends any mitigation improvements, the applicant must either construct the recommended mitigation improvements or pay the Town to construct such improvements.

Finally, the Town is updating the completion date for the public improvements required by the SIA to November 30, 2025, as the developer needs more time than additionally granted to complete such improvements.

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH



PROMOTE A SAFE AND
HEALTHY COMMUNITY



SUPPORT AN
ACTIVE COMMUNITY

ATTACHMENTS

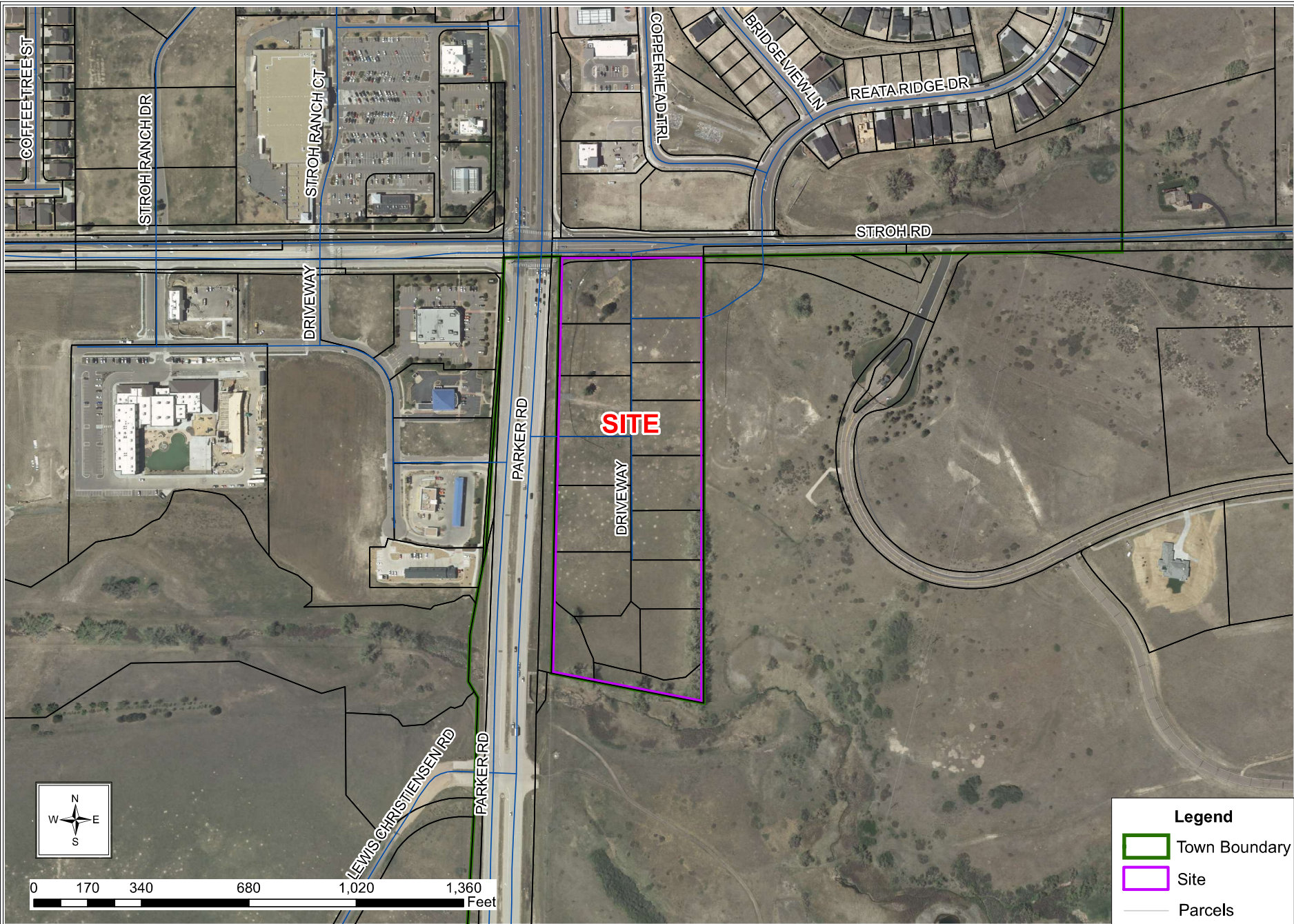
1. Vicinity Map Parker Pointe F1
2. First Amendment to Parker Pointe F1 SIA

RECOMMENDED MOTION

I move to approve the First Amendment to the Parker Pointe Filing No. 1 Subdivision Improvement Agreement, based on staff recommendations.

Parker Pointe Filing No. 1

Subdivision Improvement Agreement Amendment



FIRST AMENDMENT TO SUBDIVISION AGREEMENT
Parker Pointe Subdivision Filing No. 1

THIS FIRST AMENDMENT TO SUBDIVISION AGREEMENT is made this _____, by and between the Town of Parker, a Colorado home rule municipality (the “Town”), and Parker and Stroh, LLC, a Colorado limited liability company (the “Developer”).

RECITALS

A. The Town and Developer entered into the Subdivision Agreement for Parker Pointe Subdivision Filing No. 1 on January 6, 2022, which is recorded in the Douglas County Real Property Records at Reception No. (the “Agreement”).

B. The Town and the Developer desire to enter into this First Amendment to the Agreement (the “First Amendment”) in order to add a condition to the Agreement regarding the design and construction of a sidewalk along the north side of Declan Drive prior to the issuance of the first building permit for Lot 3A and require a revised traffic study.

C. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.

AGREEMENT

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

Section 1. Paragraph 4. Specific Conditions, of the Agreement is amended to add subsections k. and l. as follows:

k. Prior to the issuance of the first building permit for any of Lots 1 through 6, 3A, 4A, or 15 (the “Lots”), whichever occurs first, the Developer shall: i) design a private sidewalk along the north side of Declan Drive adjacent to Lots 1 through 6 of the Property, in compliance with the site plan and the construction plans for the Property; ii) submit the construction drawings and design for the private sidewalk to the Town and process a site plan amendment to account for the private sidewalk; and iii) construct the private sidewalk upon the Town’s approval of the site plan amendment. The Town may issue building permits for the Lots upon probationary acceptance of the sidewalk.

l. Revised Traffic Study. Prior to Probationary Acceptance of the Public Improvements associated with Parker Pointe Filing No. 1, the Developer shall complete and have approved by the Town a revised Traffic Impact Study for the proposed development. If the Traffic Impact Study recommends any mitigation improvements, the Developer shall construct those improvements, or pay to the Town the cost to design and construct the improvements as applicable, prior to the issuance of the first certificate of occupancy, temporary or otherwise, for the Property.

Section 2. Paragraph 9, Completion of Public Improvements, is amended to delete the stricken language and add the underlined language as follows:

9. Completion of Public Improvements. The obligations of the Developer provided for in Paragraph 7 of this Agreement, including the inspections hereof, shall be performed on or before ~~December 31, 2023~~November 30, 2025, and proper application for acceptance of the Public Improvements shall be made on or before such date. Upon completion of construction by the Developer of such Public Improvements, the Town's Director of Engineering/Public Works or his designee shall inspect the improvements and certify with specificity their conformity or lack thereof to the Town's specifications. The Developer shall make all corrections necessary to bring the improvements into conformity with the Town's specifications. Once approved by the Town's Director of Engineering/Public Works, the Town shall accept said improvements upon conveyance, pursuant to Paragraph 11; provided, however, the Town shall not be obligated to accept the Public Improvements until the actual costs described in Paragraphs 3.a. and b. of this Agreement are paid in full by the Developer.

Section 3. The parties approve the use of electronic signatures for this First Amendment and all subsequent amendments to the Agreement. All documents must be properly notarized, if applicable. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§24-71.3-101 to -121.

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

[Remainder of the page intentionally left blank]

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

TOWN OF PARKER, COLORADO

By: _____
Jeff Toborg, Mayor

Date: _____

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Kelsey M. Hall
Kelsey M. Hall (Jun 26, 2024 16:00 MDT)

Town Attorney's Office

DEVELOPER: PARKER AND STROH, LLC

By: 
Brad Willett (Jun 26, 2024 12:00 MDT)

Brad Willett, Manager

Date: 06/26/2024



Request for Town Council Action

Date: July 15, 2024

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

Reviewed By: Michelle Kivela, Town Manager

Title: **FIRST AMENDMENT TO SUBDIVISION AGREEMENT
COMPARK VILLAGE SOUTH FILING NO. 1 AMENDMENT 2**

Applicant: Century Living LLC

Location: South side of the future Belford Avenue west of
Chambers Road

Department: Community Development, Julia Duncan

TRAKiT SUB24-008

No.:

EXECUTIVE SUMMARY

The subject property associated with the Subdivision Improvement Agreement (SIA) amendment is located on the south side of future Belford Avenue west of Chambers Road. The applicant is currently building 300 apartment units. The Town is amending the SIA to incorporate a requirement of the Annexation Agreement applicable to the subject property that the property owner pay a school mitigation fee and cash-in-lieu of land dedication to Douglas County School District No. RE-1 (the "School District"). This requirement was unintentionally omitted from the SIA.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The subject property associated with the SIA amendment is located on the south side of future Belford Avenue west of Chambers Road. The applicant is currently building 300 apartment units. The Town is amending the SIA to incorporate the requirement from paragraph 10 of the Annexation Agreement applicable to the subject property that the property owner pay a school mitigation fee and cash-in-lieu of land dedication to the School District. The parties unintentionally omitted this requirement when the SIA was initially drafted. Additionally, the amendment will enable staff to administratively approve future amendments to the SIA. SIAs and their amendments are typically approved administratively, and this change will enable staff to manage this agreement consistently with the normal practice.

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)



**FOSTER COMMUNITY
CREATIVITY AND
ENGAGEMENT**



**ENHANCE ECONOMIC
VITALITY**

ATTACHMENTS

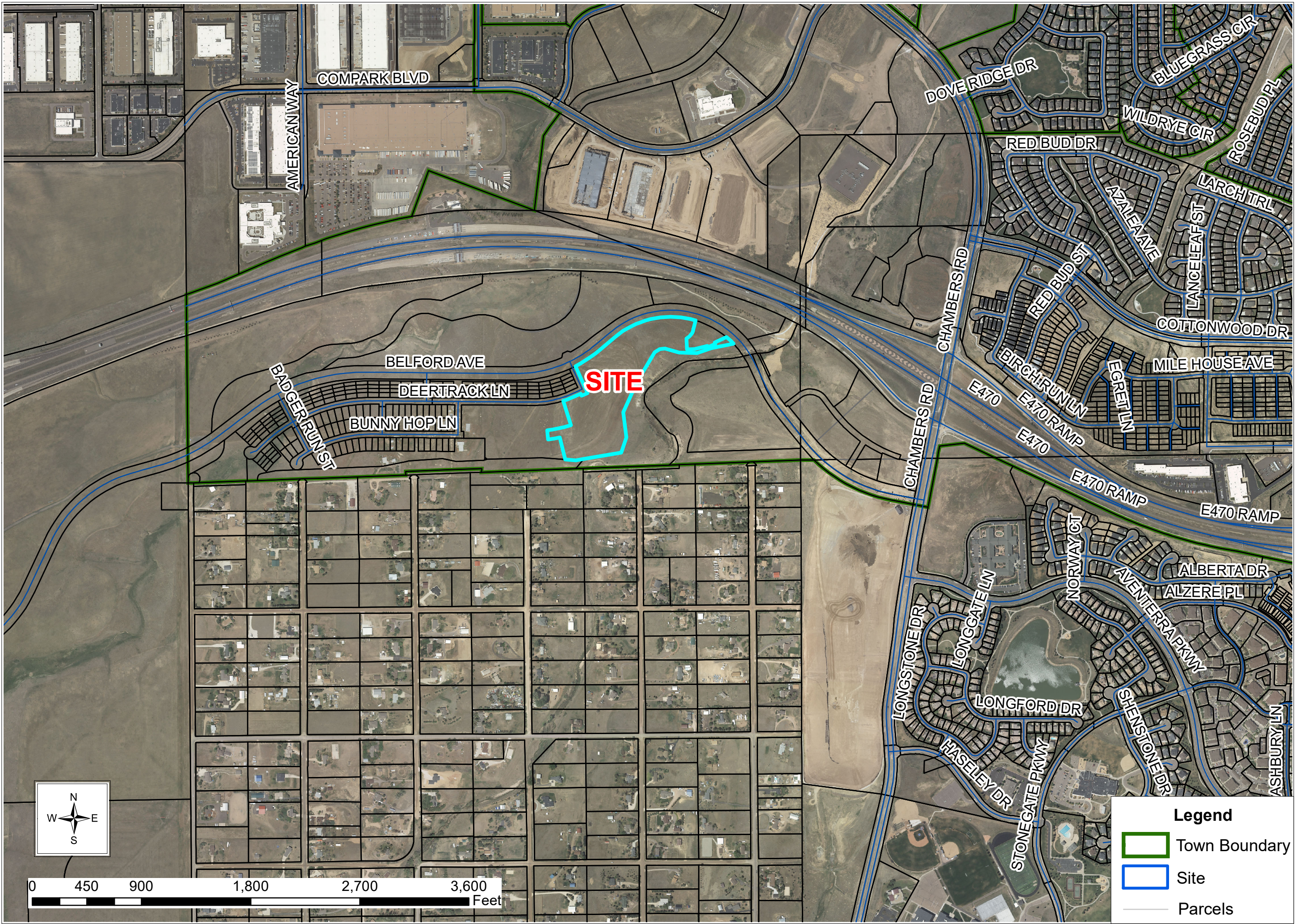
1. Vicinity Map
2. First Amendment SIA Compark Village South Filing No. 1 Amendment 2

RECOMMENDED MOTION

I move to approve the First Amendment to the Compark Village South Filing No. 1, Amendment 2 Subdivision Improvement Agreement, based on staff recommendations.

Compark Village South F1 AMD 2 SIA Amendment

Vicinity Map



FIRST AMENDMENT TO SUBDIVISION AGREEMENT
Compark Village South Filing No. 1, Amendment 2

THIS FIRST AMENDMENT is made and entered into this _____, by and between the Town of Parker, Colorado, a home rule municipality (the "Town"), and Century Living at Compark, LLC, a Colorado limited liability company (the "Developer").

RECITALS

- A. The Town and 470 Compark, LLC (the "Original Property Owner") entered into that Compark Village South Annexation Agreement dated January 5, 2015, which was recorded in the Douglas County real property records at Reception No. 2015001337, and which was amended by that First Amendment to Compark Village South Annexation Agreement dated July 24, 2017, which was recorded in the Douglas County real property records at Reception No. 2017055568 (the "Annexation Agreement").
- B. The Town and Century at Compark Village South, LLC (the "Original Developer") entered into that Subdivision Agreement Compark Village South Filing No. 1, Amendment 2, dated September 6, 2022, which was recorded in the Douglas County real property records at Reception No. 2022064038 (the "Agreement"). The Agreement is subject to the requirements of the Annexation Agreement.
- C. On August 4, 2023, the Original Developer assigned the Agreement to the Developer, pursuant to that Assignment and Assumption Agreement for Subdivision Agreement Compark Village South Filing No. 1, Amendment 2, which was recorded in the Douglas County real property records at Reception No. 2023033658.
- D. The Agreement mistakenly did not include requirements contained in Paragraph 10 of the Annexation Agreement for the Original Property Owner to pay a School Mitigation Fee and cash-in-lieu of land dedication to Douglas County School District No. RE-1 (the "School District").
- E. The parties therefore desire to enter into this First Amendment to the Agreement (the "First Amendment") to amend Paragraph 4 to include the requirements of the Annexation Agreement for the Developer to pay to the School District the School Mitigation Fee and cash-in-lieu of land dedication fee required by the Annexation Agreement.
- F. All capitalized terms not otherwise defined herein shall have the meanings provided in the Annexation Agreement and the Agreement.

AGREEMENT

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

1. Paragraph 4 is amended to add the following subparagraphs:

c. Prior to issuance of any certificate of occupancy, temporary or otherwise, for the Property, the Developer shall pay One Hundred Twenty-Six Thousand Three Hundred Twenty-Four and 00/100 Dollars (\$126,324.00) to the School District, which is for a fee in lieu of a land dedication for the school sites benefitting the School District and its students.

d. Prior to issuance of any certificate of occupancy, temporary or otherwise, for the Property, the Developer shall pay One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00) to the School District, which is payment for a School Mitigation Fee for the three hundred (300) units within the Property.

2. The parties approve the use of electronic signatures for this First Amendment and all subsequent amendments to the Agreement. All documents must be properly notarized, if applicable. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§24-71.3-101 to -121.

3. The parties agree that future amendments to the Agreement may be approved by the Town administratively, notwithstanding that the original agreement was approved by the Town of Parker Town Council.

4. The Agreement as modified herein remains in full force and effect and is ratified by the Town and the Developer. In the event of any conflict between the Agreement and this First Amendment, the terms and conditions of this First Amendment shall control.

[Remainder of the page intentionally left blank]

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

TOWN OF PARKER, COLORADO

By: _____
Jeff Toborg, Mayor

Date: _____

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Town Attorney's Office

**DEVELOPER: Century Living at Compark,
LLC, a Colorado limited liability company**

By: _____
Jim Francescon, Vice President

Date: _____

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by Jim Francescon, as Vice President of Century Living at Compark, LLC.

My commission expires: _____.

(SEAL)

Notary Public



Request for Town Council Action

Date: July 15, 2024
Submitted By: Patrick Burke, Project Engineer
Reviewed By: Michelle Kivela, Town Manager
Title: **LINCOLN AVENUE/JORDAN ROAD WIDENING PROJECT**
Department: Engineering and Public Works, Patrick Burke
Second Reading: August 5, 2024

EXECUTIVE SUMMARY

These two ordinances are for the approval of two Purchase and Sale Agreements for the conveyance of real property necessary to construct the Lincoln Avenue/Jordan Road Widening Capital Improvement Project.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town is currently working on final construction drawings for an upcoming capital improvement project known as the Lincoln Avenue/Jordan Road Widening Project (the "Project"). The Project proposes to make roadway and sidewalk improvements to Lincoln Avenue between Keystone Boulevard and Parker Road. The Project also includes improvements to Jordan Road between Stonegate Parkway and Lincoln Avenue. Lincoln Avenue will be widened from a four (4) lane section to a six (6) lane section. Additionally, sidewalks and curb ramps will be reconstructed along the widened section to increase pedestrian mobility and ADA compliance.

In July 2023, Town Council approved Ordinance No. 1.589, which authorized staff to proceed with good faith negotiations regarding procurement of right-of-way, permanent easements, and temporary construction easements along Lincoln Ave necessary to construct the Project. In October 2023, Town Council approved Ordinance No. 1.592, which authorized staff to proceed with good faith negotiations regarding procurement of right-of-way, permanent easements, and temporary construction easements along Jordan Road necessary to construct the Project. There are thirty-six (36) impacted parcels inside the project limits, and this ordinance addresses the acquisition of the required permanent and temporary construction easements on two (2) of the impacted parcels.

These acquisitions include approximately 2,804 square feet (SF) of permanent easement and 4,154 SF of temporary construction easement that is needed to accommodate construction of sidewalk and roadway improvements.

FINANCIAL IMPACT

The purchase price for the acquisition of these necessary easements is \$96,000. Funding has been appropriated for these acquisitions in the Highway and Streets Capital Projects Fund (301-4310).

STRATEGIC GOAL(S)



**SUPPORT AN
ACTIVE COMMUNITY**



**ENHANCE ECONOMIC
VITALITY**



**PROMOTE A SAFE AND
HEALTHY COMMUNITY**

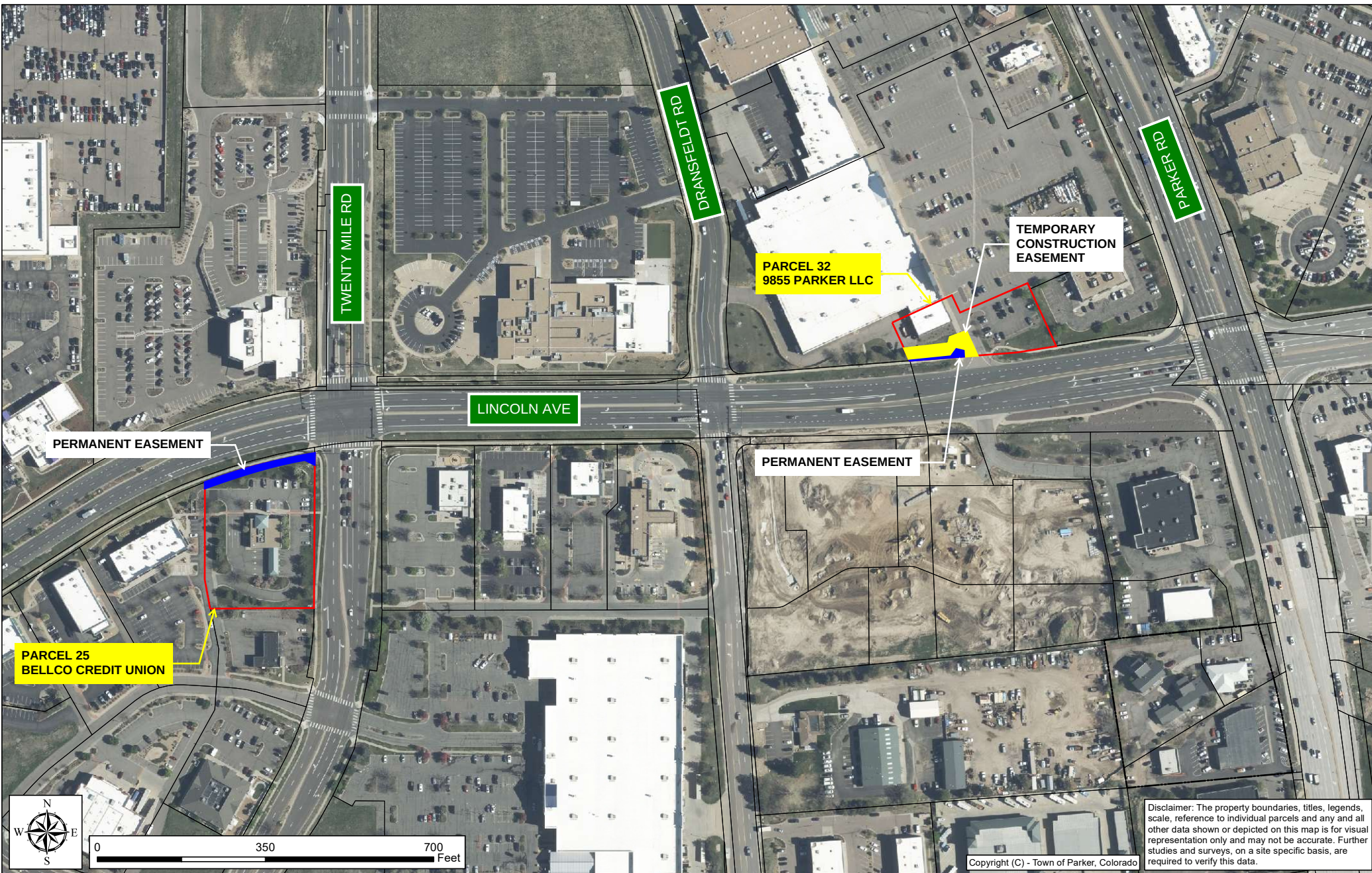
ATTACHMENTS

1. Vicinity Map
2. Ordinance No. 1.626
3. Ordinance No. 1.628

RECOMMENDED MOTION

1. I move to approve Ordinance No. 1.626 on first reading and to schedule second reading for August 5, 2024, as part of the consent agenda.
2. I move to approve Ordinance No. 1.628 on first reading and to schedule second reading for August 5, 2024, as part of the consent agenda.

LINCOLN AVENUE WIDENING PROJECT (KEYSTONE BLVD TO PARKER RD)



ORDINANCE NO. 1.626, Series of 2024

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE RIGHT-OF-WAY PURCHASE AND SALE AGREEMENT BY AND BETWEEN 9855 PARKER, LLC, AND THE TOWN OF PARKER FOR A PORTION OF LOT 1, MACLACHLAN SUBDIVISION FILING NO. 1, FOR LINCOLN AVENUE WIDENING 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 Right-of-Way Purchase and Sale Agreement by and between 9855 Parker, LLC, and the Town of Parker for a Portion of Lot 1, Maclachlan Subdivision Filing No. 1, for Lincoln Avenue Widening Project, 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. Effective Date. This Ordinance shall become effective ten (10) days after final publication.

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2024.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2024.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Jamie Wynn, 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 12th day of June, 2024, by and between 9855 Parker, LLC, a Colorado limited liability company, whose address is 3003 E. Third Ave, Suite 203, Denver, Colorado 80206 ("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 permanent easement located in Douglas County, Colorado, and more specifically described in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Permanent Easement"); and
- (b) A temporary construction easement located in Douglas County, Colorado, and more specifically described in **Exhibit B**, attached hereto and incorporated herein by this reference (the "Temporary Easement").

2. Purchase Price and Payment. The parties agree that the purchase price for the Property shall be **\$40,600.00** (the "Purchase Price"), payable in cash or certified funds, delivered to Seller at closing and upon delivery of the executed document(s) at closing, less any amounts to be withheld in accordance with this Agreement, and further subject to all terms and conditions set forth in this Agreement. The Purchaser, at its sole discretion, shall have the option to extend the term of the Temporary Easement for one (1) additional 12-month period by providing a minimum of thirty (30) days written notice to the Seller of the Purchaser's intent to extend the Temporary Easement and tendering payment of Twelve Thousand Six Hundred Fifty Dollars (\$12,650.00) to Seller prior to the expiration of the initial term of the Temporary Easement.

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 permanent easement rights described in **Exhibit A**, and temporary construction easement rights described in **Exhibit B**, subject only 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 permanent easement, prepared by legal counsel for the Town of Parker, conveying permanent easement rights within the property as described in Exhibit A to Purchaser.

(b) A temporary construction easement, prepared by legal counsel for the Town of Parker, conveying temporary easement rights within the property described in Exhibit B to Purchaser.

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 **December 31, 2024**, 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, 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 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) Intentionally deleted;

(e) Leases. Seller has notified Purchaser of its existing lease with Inspire Animal Hospital, PLLC 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 being the existing dog waste stand 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 no knowledge of any 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 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 shall satisfy itself that it will not incur or be subject to any "superfund" liability for the cleanup, removal or remediation of any hazardous substance from the 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.

As used herein, the phrase "to Seller's knowledge", or any variation thereof, shall not be deemed to imply any duty of inquiry and means to the actual current knowledge of Ben Swanson or John Witt and will not be construed to refer to the knowledge of any other officer, agent, employee, investor or representative of the Seller.

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) Purchaser acknowledges the "Plan Amendment based on Town of Parker R.O.W. project 03/21/24" (the "Landscape Plan") which was approved by Town of Parker Planning Division on May 1, 2024, a copy of which is included as **Exhibit C**. Purchaser further acknowledges that Purchaser is responsible, at its expense, for all restoration, construction, warranty(ies) and related activities for the full satisfaction and final inspection of the Landscape Plan except for any obligations expressly stated as a Seller obligation on the Landscape Plan, the obligation of which shall survive Closing. The parties agree that the Landscape Plan is an approved plan, and all future construction of the Permanent Easement shall be subject to the Landscape Plan. In the event of conflict between the Landscape Plan and the Permanent Easement, the Landscape Plan shall control.

(e) Purchaser acknowledges its obligation to protect in-place during construction the existing spruce trees (approximate 25 feet in height each) near the western property

line of the Property and will be responsible to Seller and its successors and/or assigns for the replacement of said tree(s) for a period of eighteen (18) months following the date of acceptance of final inspection of the Landscape Plan by the Town of Parker. In the event the tree(s) either die or are determined to be injured or damaged by an arborist within said eighteen (18) month period, Purchaser will replace the affected tree(s) at Purchaser's expense.

(f) 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 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) Purchaser acknowledges that this Agreement affords the Purchaser the right to inspect the Property and conduct such investigation and study on and of the Property as it deems necessary for the purpose of acquiring the Property for its intended use, and Purchaser at Closing waives any and all objections or claims with respect to any and all physical characteristics and existing environmental conditions of the Property, including without limitation, any Hazardous Materials in, at, on, under or related to the Property. Purchaser further acknowledges and agrees that the Property is to be sold and conveyed to, and purchased and accepted by, Purchaser in its present condition, "as is" and with all faults, and hereby assumes the risk that adverse past, present or future physical characteristics and environmental conditions may not have been revealed by its inspection or investigation.

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.

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.

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

9855 Parker, LLC,
a Colorado limited liability company

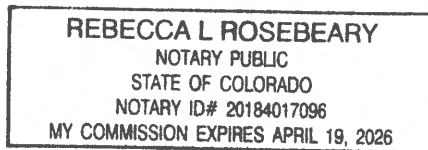
BY: _____

Ben Swanson, Manager

STATE OF Colorado)
)ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 12 day of June 2024,
by Ben Swanson, as Manager of 9855 Parker, LLC, a Colorado limited liability company.

SEAL



Notary Public

PURCHASER:
TOWN OF PARKER

By: _____

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

Approved as to legal form:

Jamie Wynn, Interim Town Attorney

6/12/2024

EXHIBIT "A"
TO RIGHT OF WAY PURCHASE AND SALE AGREEMENT
FORM OF PERMANENT EASEMENT AND LEGAL DESCRIPTION

PUBLIC SIDEWALK EASEMENT AGREEMENT

THIS PUBLIC SIDEWALK EASEMENT AGREEMENT (the "Easement Agreement") is made this _____ day of _____, 2024, between **9855 Parker, LLC, a Colorado limited liability company** (hereinafter referred to as the "Grantor") and the Town of Parker, Colorado, a Colorado municipal corporation (hereinafter referred to as the "Town").

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

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

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

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

5. **Unencumbered Title.** Grantor warrants that the property granted herein is free and clear of all liens and encumbrances that could have any impact on the easement granted by the Grantor by this Easement Agreement.

TOWN OF PARKER, COLORADO

By: _____
Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Jamie Wynn, Interim Town Attorney

EXHIBIT "A"

PARCEL NUMBER: PE-32

May 8, 2023

DESCRIPTION

A PERMANENT EASEMENT NO. PE-32, BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, DOUGLAS COUNTY, COLORADO, BEING A PORTION OF LOT 1, MACLACHLAN SUBDIVISION FILING NO. 1, RECORDED MARCH 15, 1994 AT RECEPTION NO. 9415118, IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER'S OFFICE, COUNTY OF DOUGLAS, STATE OF COLORADO, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN WHENCE THE NORTH LINE OF SAID SECTION 16 BEARS NORTH 89°14'39" EAST, A DISTANCE OF 5,312.69 FEET, ALL BEARINGS HEREON ARE REFERENCED TO SAID LINE;

THENCE NORTH 88°47'21" EAST, A DISTANCE OF 6,480.83 FEET TO THE WESTERLY BOUNDARY OF SAID LOT 1 AND THE **POINT OF BEGINNING**;

THENCE ALONG SAID WESTERLY BOUNDARY, SOUTH 24°25'32" EAST, A DISTANCE OF 2.03 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1 AND THE NORTHERLY RIGHT-OF-WAY OF LINCOLN AVENUE RECORDED AT RECEPTION NO. 9415116 IN SAID RECORDS;

THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID LOT 1 AND SAID NORTHERLY RIGHT-OF-WAY, NORTH 85°28'50" EAST, A DISTANCE OF 111.14 FEET;

THENCE DEPARTING SAID SOUTHERLY BOUNDARY AND NORTHERLY RIGHT-OF-WAY, NORTH 04°31'10" WEST, A DISTANCE OF 17.15 FEET;

THENCE NORTH 81°12'56" WEST, A DISTANCE OF 14.64 FEET;

THENCE SOUTH 50°44'42" WEST, A DISTANCE OF 29.62 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 4,496.51 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 06°20'19" WEST;

THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°56'01", AN ARC LENGTH OF 73.27 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED PERMANENT EASEMENT CONTAINS AN AREA OF 0.017 ACRES, (757 SQUARE FEET), MORE OR LESS.

DANIEL E. DAVIS PLS 38256
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVENUE, SUITE 1
LITTLETON, CO 80122



Q:\12321-07 – Lincoln Ave Widening\Legals

EXHIBIT "B"
TO RIGHT OF WAY PURCHASE AND SALE AGREEMENT
FORM OF TEMPORARY EASEMENT AND LEGAL DESCRIPTION

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That 9855 Parker, LLC, a Colorado limited liability company, whose address is 3003 E. 3rd Ave, Suite 203, Denver, CO 80206, ("**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 roadway improvements, 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 twenty-four (24) 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 pursuant to the terms of the Right of Way Purchase and Sale Agreement by and between Grantor and Grantee dated the ___ day of _____, 2024.

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. Grantee shall use commercially reasonable efforts to limit the impact on Grantor's operations from any construction work done by Grantee pursuant to this Agreement. Grantee acknowledges the "Plan Amendment based on Town of Parker R.O.W. project 03/21/24" (the "Landscape Plan") which was approved by Town of Parker Planning Division on May 1, 2024. Grantee further acknowledges that Grantee is responsible, at its expense, for all restoration, construction, warranty(ies) and related activities for the full satisfaction and final inspection of the Landscape Plan except for any obligations expressly stated as a Seller obligation on the Landscape Plan as soon as is reasonably practicable within one year following completion of the construction activities, but in any event prior to expiration of the term of this Temporary Easement.

4. 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.

6/12/2024

5. Grantor warrants that it 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.

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 _____, 2024.

**9855 Parker, LLC,
a Colorado limited liability company**

**BY: _____
Ben Swanson, Manager**

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____ 2024,
by Ben Swanson, as Manager of 9855 Parker, LLC, a Colorado limited liability company.

SEAL

Notary Public

GRANTEE: TOWN OF PARKER

By: _____ Date: _____
Michelle Kivela, Town Manager

Attest: _____
Chris Vanderpool, Town Clerk

Approved as to legal form:

Jamie Wynn, Interim Town Attorney

EXHIBIT "B"

PARCEL NUMBER: TCE-32

May 8, 2023

DESCRIPTION

A TEMPORARY CONSTRUCTION EASEMENT NO. TCE-32, BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, DOUGLAS COUNTY, COLORADO, BEING A PORTION OF LOT 1, MACLACHLAN SUBDIVISION FILING NO. 1, RECORDED MARCH 15, 1994 AT RECEPTION NO. 9415118, IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER'S OFFICE, COUNTY OF DOUGLAS, STATE OF COLORADO, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN WHENCE THE NORTH LINE OF SAID SECTION 16 BEARS NORTH 89°14'39" EAST, A DISTANCE OF 5,312.69 FEET, ALL BEARINGS HEREON ARE REFERENCED TO SAID LINE;

THENCE NORTH 88°47'21" EAST, A DISTANCE OF 6,480.83 FEET TO THE WESTERLY BOUNDARY OF SAID LOT 1 AND THE **POINT OF BEGINNING**;

THENCE ALONG SAID WESTERLY BOUNDARY, NORTH 24°25'32" WEST, A DISTANCE OF 20.68 FEET;

THENCE DEPARTING SAID WESTERLY BOUNDARY, NORTH 79°11'13" EAST, A DISTANCE OF 88.65 FEET;

THENCE NORTH 13°59'13" EAST, A DISTANCE OF 22.85 FEET;

THENCE NORTH 63°56'44" EAST, A DISTANCE OF 29.43 FEET;

THENCE SOUTH 25°49'04" EAST, A DISTANCE OF 68.21 FEET TO THE SOUTHERLY BOUNDARY OF SAID LOT 1 AND THE NORTHERLY RIGHT-OF-WAY OF LINCOLN AVENUE RECORDED AT RECEPTION NO. 9415116 IN SAID RECORDS;

THENCE ALONG SAID SOUTHERLY BOUNDARY AND NORTHERLY RIGHT-OF-WAY, SOUTH 85°28'50" WEST, A DISTANCE OF 28.66 FEET;

THENCE DEPARTING SAID SOUTHERLY BOUNDARY AND NORTHERLY RIGHT-OF-WAY, NORTH 04°31'10" WEST, A DISTANCE OF 17.15 FEET;

THENCE NORTH 81°12'56" WEST, A DISTANCE OF 14.64 FEET;

THENCE SOUTH 50°44'42" WEST, A DISTANCE OF 29.62 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 4,496.51 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 06°20'19" WEST;

THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°56'01", AN ARC LENGTH OF 73.27 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED PERMANENT EASEMENT CONTAINS AN AREA OF 0.095 ACRES, (4,154 SQUARE FEET), MORE OR LESS.

DANIEL E. DAVIS PLS 38256
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVENUE, SUITE 1
LITTLETON, CO 80122



Q:\12321-07 – Lincoln Ave Widening\Legals
PAGE 2 OF 2

EXHIBIT “C”
TO RIGHT OF WAY PURCHASE AND SALE AGREEMENT
LANDSCAPE PLAN

[intentionally blank – see following page]

Plan Amendment based on Town of Parker R.O.W. Project 03/21/24

PLANT LIST

KEY	QTY	BOTANICAL NAME	COMMON NAME	MATURE HT. x WIDTH	INSTALL SIZE	NOTES/REMARKS
DECIDUOUS TREES						
HO	3	Quercus virginiana	Hicory Oak	50'x40'	7" cal	SEE FULL HEAD & GROWTH, SINGLE
HL	2	O. laevis	Shadblow	50'x30'	7" cal	SEE FULL HEAD & GROWTH, SINGLE
CONIFERIAL TREES						
HW	2	Asar canadensis	Yew	15'x15'	1.5" cal	
EVERGREEN TREES						
BP	1	Prunella americana	Blackthorn	25'x12'	8" cal	SEE FULL HEAD & GROWTH, SINGLE
DECIDUOUS SHRUBS						
GL	12	Syringa vulgaris	French Lilac	24'x30'	1.5" cal	SEE FULL HEAD & GROWTH, SINGLE
GL	10	Rosa carolina	Carolina Rose	24'x30'	1.5" cal	SEE FULL HEAD & GROWTH, SINGLE
LD	4	Physocarpus opulifolius	Japanese Amur	24'x30'	1.5" cal	SEE FULL HEAD & GROWTH, SINGLE
LP	6	Lonicera xylosteum	Japanese Honeysuckle	24'x30'	1.5" cal	SEE FULL HEAD & GROWTH, SINGLE
PG	6	Platanus occidentalis	American Sycamore	24'x30'	1.5" cal	SEE FULL HEAD & GROWTH, SINGLE
NO	6	Hamamelis virginica	Witch Ham	24'x30'	1.5" cal	SEE FULL HEAD & GROWTH, SINGLE
SW	3	Physocarpus opulifolius	Japanese Amur	24'x30'	1.5" cal	SEE FULL HEAD & GROWTH, SINGLE
EVERGREEN SHRUBS						
BC	6	Juniperus horizontalis	Creeping Juniper	12'x12'	1.5" cal	SEE FULL HEAD & GROWTH, SINGLE
BS	4	Juniperus sibirica	Siberian Juniper	12'x12'	1.5" cal	SEE FULL HEAD & GROWTH, SINGLE
ORNAMENTAL GRASSES & PERENNIALS						
BB	9	Andropogon gerardii	Switchgrass	4'x3'	1.5" cal	SEE FULL HEAD & GROWTH, SINGLE
BB	9	Andropogon scoparius	Scoutgrass	4'x3'	1.5" cal	SEE FULL HEAD & GROWTH, SINGLE
NO	6	Chamaenerion angustifolium	Common Redtop	4'x3'	1.5" cal	SEE FULL HEAD & GROWTH, SINGLE
NO	6	Polygonum virginicum	Smartweed	4'x3'	1.5" cal	SEE FULL HEAD & GROWTH, SINGLE

NOTE: LINE PLANT MATERIAL COVERAGE FOR LANDSCAPE AREA AT 80% MEETS THE 75% MIN. REQUIREMENT OF THE PARKER LDO SEC. 13.08.07(12) B.

SITE DATA

DESCRIPTION	SQ. FT.
SITE AREA	32,597
BUILDING COVERAGE	3,656
HARD SURFACE	18,591
LANDSCAPE (Private area)	13,206

STREETSCAPE REQUIREMENTS

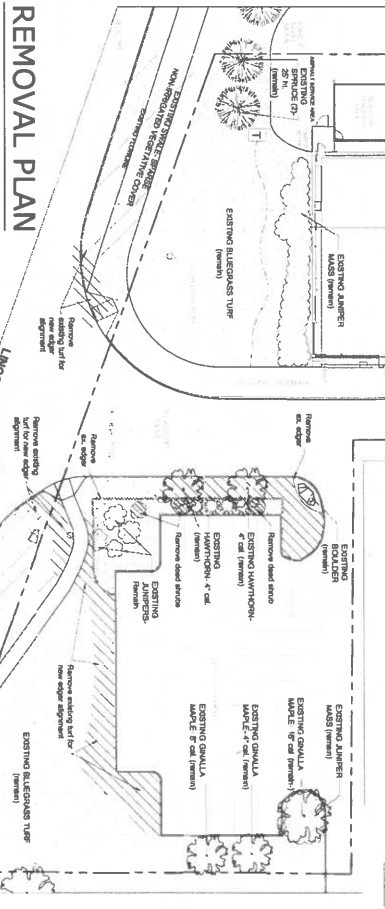
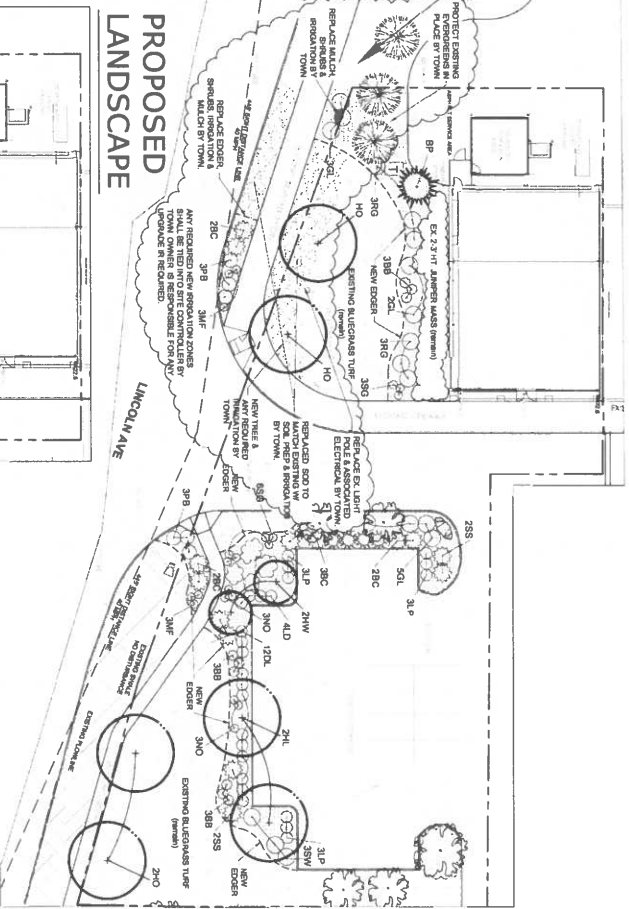
LOCATION	LENGTH	THREE ROW	THREE ROW
LOCATION: LINCOLN AVE. EAST	148 LF	4	4
LOCATION: LINCOLN AVE. WEST	100 LF	3	1 + 1 EX.

PARKING LOT SCREENING

LOCATION	LINEAL	THREE ROW	THREE ROW
LOCATION: SOUTH	115	3	2 + 10 EX.
			15
			25

NOTES

1. ALL WORK SHALL CONFORM TO THE TOWN OF PARKER CODES, VEHICULAR, TRAFFIC, AND LANDSCAPE.
2. PLANTING SHALL BE DONE IN ACCORDANCE WITH THE TOWN OF PARKER CODES, VEHICULAR, TRAFFIC, AND LANDSCAPE.
3. PLANTING SHALL BE DONE IN ACCORDANCE WITH THE TOWN OF PARKER CODES, VEHICULAR, TRAFFIC, AND LANDSCAPE.
4. PLANTING SHALL BE DONE IN ACCORDANCE WITH THE TOWN OF PARKER CODES, VEHICULAR, TRAFFIC, AND LANDSCAPE.
5. PLANTING SHALL BE DONE IN ACCORDANCE WITH THE TOWN OF PARKER CODES, VEHICULAR, TRAFFIC, AND LANDSCAPE.
6. PLANTING SHALL BE DONE IN ACCORDANCE WITH THE TOWN OF PARKER CODES, VEHICULAR, TRAFFIC, AND LANDSCAPE.
7. PLANTING SHALL BE DONE IN ACCORDANCE WITH THE TOWN OF PARKER CODES, VEHICULAR, TRAFFIC, AND LANDSCAPE.
8. PLANTING SHALL BE DONE IN ACCORDANCE WITH THE TOWN OF PARKER CODES, VEHICULAR, TRAFFIC, AND LANDSCAPE.
9. PLANTING SHALL BE DONE IN ACCORDANCE WITH THE TOWN OF PARKER CODES, VEHICULAR, TRAFFIC, AND LANDSCAPE.
10. PLANTING SHALL BE DONE IN ACCORDANCE WITH THE TOWN OF PARKER CODES, VEHICULAR, TRAFFIC, AND LANDSCAPE.
11. PLANTING SHALL BE DONE IN ACCORDANCE WITH THE TOWN OF PARKER CODES, VEHICULAR, TRAFFIC, AND LANDSCAPE.
12. PLANTING SHALL BE DONE IN ACCORDANCE WITH THE TOWN OF PARKER CODES, VEHICULAR, TRAFFIC, AND LANDSCAPE.



LEGEND

	DECIDUOUS TREE		EXISTING DECIDUOUS TREE TO REMAIN
	CONIFERIAL TREE		EXISTING CONIFERIAL TREE TO REMAIN
	EVERGREEN TREE		EXISTING EVERGREEN TREE TO REMAIN
	SHRUB		EXISTING SHRUB TO REMAIN
	GRASS		EXISTING GRASS TO REMAIN
	PERENNIAL		EXISTING PERENNIAL TO REMAIN
	REMOVAL		REMOVAL

Planned & Landscaped
JDC
2024.03.21

Scale: 1" = 20'

North Arrow

ORDINANCE NO. 1.628, Series of 2024

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE RIGHT-OF-WAY PURCHASE AND SALE AGREEMENT BY AND BETWEEN BELLCO CREDIT UNION AND THE TOWN OF PARKER FOR A PORTION OF LOT 5, LINCOLN MEADOWS FILING NO. 3, FOR LINCOLN AVENUE WIDENING 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 Right-of-Way Purchase and Sale Agreement by and between Belco Credit Union and the Town of Parker for a Portion of Lot 5, Lincoln Meadows Filing No. 3, for Lincoln Avenue Widening Project, 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. Effective Date. This Ordinance shall become effective ten (10) days after final publication.

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2024.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2024.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Jamie Wynn, Town Attorney

TOWN OF PARKER**RIGHT-OF-WAY PURCHASE AND SALE AGREEMENT**

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2024, by and between Belco Credit Union, a Colorado nonprofit corporation, whose address is 7600 E. Orchard Road, Suite 400, Greenwood Village, Colorado 80111 ("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 non-exclusive easement to Purchaser in order to avoid condemnation proceedings, and Purchaser wishes to acquire such easement 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 permanent, non-exclusive easement located in Douglas County, Colorado, and more specifically described in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Easement").

2. Purchase Price and Payment. The parties agree that the purchase price for the Easement shall be **\$55,400.00** (the "Purchase Price"), payable in cash or certified funds, delivered to Seller at closing and upon delivery of the executed document(s) at closing, less any amounts to be withheld in accordance with this Agreement, and further subject to all terms and conditions set forth in this Agreement.

3. Objections to Title.

(a) If Purchaser deems, in its sole discretion, that title for any reason is not merchantable in Seller, Purchaser shall may, as Purchaser's sole and exclusive remedy, terminate this Agreement prior to the closing date. In the event of such termination, the parties shall have no further rights or obligations hereunder except for those liability and obligations that survive.

(b) The Seller acknowledges that the Purchase Price is full and just compensation for the Easement.

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 permanent, non-exclusive easement, prepared by legal counsel for the Town of Parker, conveying permanent easement rights within the property as described in **Exhibit A** to Purchaser.

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 **December 31, 2024**, Purchaser and Seller shall, as their sole and exclusive remedy, terminate this Agreement.

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 real property subject to the Easement 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. Purchaser will defend and hold Seller harmless from any expenses, damages and liabilities, including reasonable attorneys' fees that Seller may suffer or incur arising out of any claims for property damage, personal injury or claims from materialmen, or laborers which arise from Purchaser's investigations under this Section 9. The terms hereof shall survive the expiration or termination of this Agreement.

10. Risk of Loss; Damage to Property. 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.

11. **[Intentionally Deleted].**

12. Contingencies.

(a) Performance by Purchaser under this Agreement is expressly contingent upon Purchaser's inspection of the real property subject to the Easement, review of all agreements and information affecting the real property subject to the Easement, review and approval of the title

commitment and title documents, any appraisal of the real property subject to the Easement which the Purchaser has obtained, approval by the Purchaser of any survey of the real property subject to the Easement and approval by the Town Council of the Town of Parker of the acquisition of the Easement.

(b) 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. The terms hereof shall survive the termination of or closing under this Agreement.

(c) 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 except for those liability and obligations that survive.

13. Remedies.

(a) In the event that the Seller fails to consummate this Agreement for any reason, except 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. 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. In no event shall Seller be liable to Purchaser for any damages, whether actual, punitive, speculative or consequential damages, or any other remedy at law or in equity.

(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 except for those liability and obligations that survive.

(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.

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 not be recorded.

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.

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.

[balance of page intentionally left blank]

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

**Belco Credit Union,
a Colorado nonprofit corporation**

DocuSigned by:
John Rivera
BY: _____
C9670F3118C944F...

TITLE: SVP, Chief Retail Officer

PRINT: John Rivera

**PURCHASER:
TOWN OF PARKER**

By: _____
Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

Approved as to legal form:

Jamie Wynn, Interim Town Attorney

EXHIBIT "A"

PARCEL NUMBER: PE-25

May 8, 2023

DESCRIPTION

A PERMANENT EASEMENT NO. PE-25 BEING A PORTION OF SECTION 16, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, DOUGLAS COUNTY, COLORADO, BEING A PORTION OF LOT 5, LINCOLN MEADOWS FILING NO. 3, RECORDED NOVEMBER 24, 2004 AT RECEPTION NO. 2004120611, IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER'S OFFICE, COUNTY OF DOUGLAS, STATE OF COLORADO, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN WHENCE THE NORTH LINE OF SAID SECTION 16 BEARS NORTH 89°14'39" EAST, A DISTANCE OF 5,312.69 FEET, ALL BEARINGS HEREON ARE REFERENCED TO SAID LINE;

THENCE SOUTH 88°41'06" EAST, A DISTANCE OF 5,013.57 FEET TO THE NORTHWEST CORNER OF SAID LOT 5 AND THE **POINT OF BEGINNING**;

THENCE ALONG THE WESTERLY BOUNDARY OF SAID LOT 5, SOUTH 00°00'29" EAST, A DISTANCE OF 6.92 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 1,169.26 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 20°29'18" EAST;

THENCE DEPARTING SAID WESTERLY BOUNDARY, EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10°05'55", AN ARC LENGTH OF 206.09 FEET;

THENCE NON-TANGENT TO SAID CURVE, SOUTH 50°12'12" EAST, A DISTANCE OF 40.80 FEET TO THE EASTERLY BOUNDARY OF SAID LOT 5 AND THE WESTERLY RIGHT-OF-WAY OF TWENTY MILE ROAD RECORDED AT RECEPTION NO. 2003081872 IN SAID RECORDS;

THENCE ALONG SAID EASTERLY BOUNDARY AND SAID WESTERLY RIGHT-OF-WAY, NORTH 00°00'30" WEST, A DISTANCE OF 38.15 FEET TO THE NORTHEAST CORNER OF SAID LOT 5 AND THE SOUTHERLY RIGHT-OF-WAY OF LINCOLN AVE RECORDED AT RECEPTION NO. 2003081872 IN SAID RECORDS, BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 1,188.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 08°52'50" EAST;

THENCE ALONG THE NORTHERLY BOUNDARY OF SAID LOT 5 AND SAID SOUTHERLY RIGHT-OF-WAY, WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11°28'11", AN ARC LENGTH OF 237.82 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED PERMANENT EASEMENT CONTAINS AN AREA OF 0.047 ACRES, (2,047 SQUARE FEET), MORE OR LESS.

DANIEL E. DAVIS PLS 38256
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVENUE, SUITE 1
LITTLETON, CO 80122





Request for Town Council Action

Date: July 15, 2024
Submitted By: Cheri Sullivan, Community Relations Liaison
Reviewed By: Michelle Kivela, Town Manager
Title: **RESOLUTION NO. 24-036**
A Resolution to Amend Resolution No. 22-030.1, Series of 2022, to
Approve the Revised Bylaws for the Parker Youth Commission
Department: Town Manager, Cheri Sullivan

EXECUTIVE SUMMARY

The purpose of this resolution is to revise the Bylaws for the Parker Youth Commission.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Revisions to the Bylaws are aimed at reducing administrative burden and responding to feedback from the Commissioners. Revisions include: removing summer months from Commissioner's terms and therefore moving their term date to end on May 31; removing specific months for appointments and officer elections; allowing cell phone use during meetings (proper use will be defined in the standard operating procedures); and cleaning up language from the original appointments.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)



ATTACHMENTS

1. Resolution No. 24-036

RECOMMENDED MOTION

I move to approve Resolution No. 24-036, as part of the consent agenda.

RESOLUTION NO. 24-036, Series of 2024

TITLE: A RESOLUTION TO AMEND RESOLUTION NO. 22-030.1, SERIES OF 2022, TO APPROVE THE REVISED BYLAWS FOR THE PARKER YOUTH COMMISSION

WHEREAS, Section 2.07.040 of the Parker Municipal Code authorized the adoption of the Parker Youth Commission (the “Commission”) bylaws (the “Bylaws”);

WHEREAS, the Bylaws of the Commission were adopted by Town Council on May 16, 2022, by Resolution No. 22-030, Series of 2022;

WHEREAS, amended Bylaws of the Commission were adopted by Town Council on August 8, 2022, by Resolution No. 22-030.1, Series of 2022;

WHEREAS, the Town Council of the Town of Parker desires to amend the Bylaws of the Authority; and

WHEREAS, the Town Council of the Town of Parker desires to approve the amended Bylaws of the Authority.

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

Section 1. The Town Council of the Town of Parker hereby approves the amended Bylaws of the Authority attached hereto as **Exhibit A**.

RESOLVED AND PASSED this ____ day of _____, 2024.

TOWN OF PARKER, COLORADO

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

EXHIBIT A

Town of Parker Youth Commission Bylaws

SECTION 1. AUTHORITY

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

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

SECTION 2. PURPOSE

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

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

SECTION 3. DUTIES & RESPONSIBILITIES

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

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

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

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

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

SECTION 4. STAFF

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

SECTION 5. MEMBERS

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

Criteria to Serve on Youth Commission

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

SECTION 6. FUNDING AND BUDGET

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

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

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

SECTION 7. MEETINGS

All Commission meetings shall be open to the public.

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

Special meetings of the Commission shall be held when:

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

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

Minutes shall be filed with the Town Clerk after they have been approved by a majority of the Commission. The minutes shall reflect pertinent information, such as members present, motions, actions and other proceedings of the Commission, and will be available for public inspection during regular business hours.

SECTION 8. OFFICERS

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

A. Selection of Officers

The Council will appoint the Chair and the Vice-Chair of the Commission for a one-year term in August the fall of each year. The term shall begin on September 1 the date Town Council appoints the officer and end on August May 31 of each year. ~~Notwithstanding the foregoing, the initial appointment in 2022 shall be made in September 2022 and the term shall end on August 31, 2023. Upon completion of the Vice-Chair's term, the Vice-Chair will assume the role of Chair.~~

~~The Council will also appoint the initial Chair. This initial appointment in 2022 shall be made in September 2022 and the term shall end on August 31, 2023. Thereafter, the Vice-Chair will assume the role of Chair upon completion of the Vice-Chair's term.~~

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

B. Responsibilities of Officers

1. Chair:

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

- viii. Act as liaison with the Town Administrator and assigned staff regarding all Commission issues.

2. Vice-Chair

- a. The Vice-Chair serves a one-year term.
 - i. This position is filled by appointment by Town Council.
 - ii. The Vice-Chair will immediately assume the role of Chair upon completion of their one-year term as Vice-Chair.
- b. The Vice-Chair must be a Freshman, Sophomore or incoming Junior or equivalent to allow succession to Chair position.
 - i. It is recommended, but not required, that the Vice-Chair have served on the Commission prior to appointment.
- c. The Vice-Chair is responsible for the tasks set below.
 - i. Serve as Chair in the absence of the Chair.
 - ii. Facilitate the development of meeting agendas.
 - iii. Assist the Chair with any additional Commission business.
 - iv. Mentor new members on the Commission.
 - v. Carry out special assignments as requested by the Chair.

3. Treasurer

- a. The Treasurer serves a one-year term. This position is filled according to voting procedures as defined above.
- b. The Treasurer works closely with the Town Administrator or designated staff and has no budget authority.
- c. The Treasurer is responsible for the tasks set below.
 - i. Create, manage, and submit a proposed annual budget for the Commission subject to approval from the Town Administrator or designated staff.
 - ii. Assure that accurate financial records are maintained.
 - iii. Track budget expenditures.
 - iv. Create project cost estimations.

4. Secretary

- a. The Secretary serves a one-year term. This position is filled according to voting procedures as defined above.
- b. The Secretary is responsible for the tasks set below.
 - i. Notification of meeting times and dates to the Commissioners.
 - ii. Track all motions and votes taken within the meetings.
 - iii. Track meeting attendance.
 - iv. In coordination with all officers, create talking points from meetings to share with the Town Council.
 - v. In partnership with staff, ensure that accurate minutes are taken at each meeting and distributed to Commissioners. Minutes must be filed with the Town Clerk and kept on file at Town Hall for public inspection.

C. Vacancy of Office

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

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

SECTION 9. CONDUCT OF BUSINESS

A. Quorum

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

B. Vote Requirements

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

C. Deadline for Agenda

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

D. Code of Conduct

1. It is expected of each Commissioner that they conduct themselves in a positive, respectful, polite, and professional manner during all Youth Commission functions and any time representing or speaking on behalf of the Commission.
2. Commissioners will welcome new members and mentor them through the meetings.
3. There will be a dress code in place at every meeting and when representing the Youth Commission. Commissioners are expected to dress appropriately in casual, business casual, smart casual, business attire unless the meeting's tasks require otherwise.
- ~~4. There will be no use of cell phone during meetings.~~
4. Commissioners will be dependable and perform their duties promptly and reliably and will advise the Commission Chair as soon as possible if late or absent to a Commission meeting.
5. Commissioners will sign an acknowledgement of the Code of Conduct

E. Code of Ethics

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

SECTION 10. APPOINTMENT, TERM OF SERVICE AND VACANCIES

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

Commissioners will serve for a term of two (2) years, with appointments and reappointments to be made in ~~August~~the fall or as vacancies arise; ~~provided, however, the initial appointments in 2022 shall be made in September 2022.~~ Commissioner terms shall begin on ~~September 1~~the date of appointment by Town Council and shall end on ~~August~~May 31 two years later, except as provided below. ~~The terms of service of the Commissioners who are initially appointed shall be staggered so that five (5) of the initial Commissioners are appointed for two-year terms and four (4) of the initial Commissioners are appointed for one-year terms; provided, however, following the initial appointments in 2022, the terms shall end on August 31, 2024, and August 31, 2023, respectively. Thereafter, Commissioners shall be appointed for two-year terms.~~ Upon completion of high school or 12th grade, those Commissioners who have completed high school or 12th grade shall vacate their positions as Commission members on ~~August~~May 31 following completion of high school or 12th grade. Commissioners can continue to serve additional consecutive terms with input from the Town Administrator and designated staff, and approval of the Town Council.

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

SECTION 11. ATTENDANCE

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

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

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

SECTION 12. MODIFICATION OF BYLAWS

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

Approved by Town Council Resolution No. 22-030. Revised by Town Council Resolution No. 22-030.1. Revised by Town Council Resolution No. 24-036.

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



Request for Town Council Action

Date: July 15, 2024
Submitted By: Patrick Burke, Project Engineer
Reviewed By: Michelle Kivela, Town Manager
Title: **Hilltop and Parker Road Improvements – Final Design Contract**
Amount: **\$188,879**
Contractor: **Wilson & Company Inc.**
Department: **Engineering and Public Works, Patrick Burke**

EXECUTIVE SUMMARY

This agenda item is for the approval of a professional services agreement with Wilson & Company, Inc., for the final 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. In August 2023, Wilson & Company Inc. was selected to complete the preliminary design and that work is nearing completion and the project is ready to move into the final design effort.

The contract amount for final design services is \$188,879, which is in line with typical costs for a project of this size and scope. Final design services will generally include: subsurface utility engineering and utility coordination, supplemental topographic survey, right-of-way plans, revised pavement design and geotechnical reports, final construction plans, cost estimating, and limited design support during construction. The estimated duration of this effort is approximately six (6) months from notice to proceed. Construction is tentatively scheduled for early 2025.

FINANCIAL IMPACT

Funding has been appropriated for the final 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: July 15, 2024
Submitted By: Jared Musil, Parks and Open Space Manager
Reviewed By: Michelle Kivela, Town Manager
Title: **Irrigation Controllers**
Amount: **\$272,014.80**
Contractor: **Hydropoint Data Systems, Inc**
Department: **Parks, Recreation and Open Space, Jared Musil**

EXECUTIVE SUMMARY

The Parks and Recreation Department requests approval to purchase 58 new web-based irrigation controllers for several Town properties including parks, facilities, and medians in order to improve the function and efficiency of the overall irrigation system.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

In 2019, the Town's current irrigation controller vendor, TORO, notified Parks, Forestry and Open Space (PFOS) staff that versions 1, 2, and eventually version 3 of their irrigation controllers would no longer be supported by them within the next 5–7 years. Given this information, the Town purchased some newer TORO controllers but discovered through use that the new controllers were not functioning in an efficient manner. Town staff worked with TORO for many months to correct malfunctions and communication concerns and made the decision to explore other options. The malfunction and communication issues created a maintenance burden on staff and, as a result, other maintenance functions were delayed or deferred. Given the dissatisfaction and issues with the controllers that were purchased from TORO, staff decided to explore alternative options and learned of new modern and innovative technology that is currently available. Staff intends to keep the existing TORO controllers recently purchased that have not malfunctioned for as long as they continue to function properly, which includes 38 of the Town's 81 controllers.

Recently, the Town conducted a competitive solicitation for new irrigation controllers and selected WeatherTrak, a product provided by Hydropoint Data Systems, Inc. The WeatherTrak controllers met the requirements provided in a solicitation process and HydroPoint Data Systems Inc., was awarded the contract in the amount of \$272,014.80 for 58 controllers. The WeatherTrak products are a web-based platform with full mobile capabilities, two major features the TORO controllers do not provide, and a platform considered by Town staff as more user-friendly. The WeatherTrak contract includes: a 10-year warranty on XR controllers (expansive controller to be used in high profile and complicated settings, i.e., Parks and

Facilities); 3-year warranty on the LC controllers (generic controller to be used in low profile, less complicated settings, i.e., medians or locations with very few zones); subscription (cell connection and support) for ten (10) years on XR controllers; subscription (cell connection and support) for five (5) years on LC controllers; and any additional hardware that ensures reliable and accurate connectivity for each controller (i.e., upgraded antenna).

Due to the increased capabilities, the new controllers should result in reduced inefficiencies, such as inefficient use of water and staff time, which should result in a positive financial impact to the Town.

If approved, a Purchase Order will be generated by the Town's Procurement Officer and the purchase will be executed.

FINANCIAL IMPACT

Funds were budgeted within the Parks Division account for this conversion in 2024.

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: July 15, 2024

Submitted By: David Aden, Traffic Division Manager

Reviewed By: Michelle Kivela, Town Manager

Title: **Traffic Signal Repair and On-Call Services Contract Amendment**

Amount: **\$225,000**

Contractor: **Lighthouse Transportation Group**

Department: **Engineering and Public Works, David Aden**

EXECUTIVE SUMMARY

The Town contracts each year for Traffic Signal emergency on-call and repair services. A contractor is selected as part of a competitive proposal process. For 2024, Lighthouse Transportation group was the selected contractor. These contracts are approved annually with a not-to-exceed value of \$100,000. The Town suffered two major damage incidents in the first half of 2024, and will exceed its authorized contract cap and authorized financial expenditures (AFE) value in July. A contract amendment is needed to raise the not-to-exceed cap to \$225,000. Sufficient funds are already available in the Traffic Services budget to cover the increased contract maximum. Final contract value will be based on need, and will not exceed \$225,000, and it is anticipated that not all funds will be expended.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Each year, the Town enters into a contract for Traffic Signal emergency on-call and repair services. This contractor serves as a backup to Town staff in emergency situations and provides specific crane equipment that the Town does not own. Historically, these contracts are approved with a not-to-exceed value of \$100,000. In 2024, the Town had two unexpected, major damage incidents whose repairs totaled nearly \$76,000. These repairs, along with other lesser repairs, have left only \$474.30 remaining for AFEs for 2024 which is inadequate.

Traffic Services will exceed the contract's authorized not-to-exceed cap in July. This contract amendment is to raise the cap to \$225,000. This additional funding authorization will allow the Town to continue to call on Lighthouse in any emergency situation. Sufficient funds are already available in the Traffic Services budget to cover the increased contract maximum, but it is anticipated that not all funds will be expended.

FINANCIAL IMPACT

There is no direct impact on the General Fund. Money exists in the Traffic Services Budget to cover the additional contract amount, though some planned traffic signal upgrades may be delayed.

STRATEGIC GOAL(S)



PROMOTE A SAFE AND
HEALTHY COMMUNITY



ENHANCE ECONOMIC
VITALITY

ATTACHMENTS

None

RECOMMENDED MOTION

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



Request for Town Council Action

Date: July 15, 2024

Submitted By: Bob Exstrom, Project Manager

Reviewed By: Michelle Kivela, Town Manager

Title: **Purchase from PWSD to Increase Existing 1.5" Domestic Water Tap to 2" for the Town Hall Addition & Renovation Project**

Amount: \$153,082

Contractor: Parker Water & Sanitation District

Department: Engineering and Public Works, Bob Exstrom

EXECUTIVE SUMMARY

This item is for a purchase from Parker Water & Sanitation District to increase the existing 1.5" domestic water tap to 2" concerning the Town Hall addition and renovation project (the "Project").

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

- On June 17, 2024, Town Council unanimously approved the site plan amendment for the Project during a public hearing.
- The civil construction drawings in the site plan amendment require that the existing 1.5" domestic water tap be increased to a 2" tap because of the increased plumbing fixture counts resulting from the 32,000 SF addition.
- Town Hall is within Parker Water & Sanitation District's (PWSD) jurisdiction, so the tap increase must be authorized and purchased from PWSD. The charge to increase the tap by 0.5" is \$153,082 (inclusive of a discount for 3 water credits).
- The contractor's schedule shows the new 2" domestic water line being installed as one of the first activities, so approval of this purchase is critical to starting construction of the Project in August 2024.

FINANCIAL IMPACT

Funding has been appropriated for this purchase in the 2024 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 consent agenda.



Request for Town Council Action

Date: July 15, 2024

Submitted By: Scott Borzillo, Operations Manager, Streets & Stormwater Maintenance

Reviewed By: Michelle Kivela, Town Manager

Title: **Bridge Concrete Sealant Contract**

Amount: **\$202,000**

Contractor: **NPW Contracting, Inc.**

Department: **Engineering and Public Works, Scott Borzillo**

EXECUTIVE SUMMARY

The Engineering and Public Works Department is requesting authorization to purchase services for sealing exposed concrete on Town bridges. Through a competitive bid process, NPW Contracting, Inc., was selected as the contractor.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Due to exposure from the elements and chloride from deicing chemicals, the exposed concrete on Town bridges is susceptible to deterioration. This mainly occurs on the exposed concrete sidewalks and decorative walls of the bridges, which is where most deicing chemicals remain. Sealing the exposed concrete will help keep the chemicals and moisture from penetrating the surfaces and deteriorating them during the winter's freeze thaw cycles. Adding this layer of protection will help sustain these assets and prolong the rehab projects to correct these deficiencies. This contract will treat and seal twelve of the Town's major bridges.

FINANCIAL IMPACT

Funding for this \$202,000 has been appropriated in the 2024 Engineering and Public Works general fund account.

STRATEGIC GOAL(S)



PROMOTE A SAFE AND
HEALTHY COMMUNITY



ENHANCE ECONOMIC
VITALITY

ATTACHMENTS

None

RECOMMENDED MOTION

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

TOWN MANAGER REPORT

Summer 2024



PARKER
COLORADO

TOWN MANAGER REPORT

Town Council Meetings - Notable Actions

April 1

- **Special Licensing Authority Appointments:** Town Council appointed via resolution Ronald (RD) Kuhns as a regular member of the Special Licensing Authority, filling the vacancy created by the resignation of former member Jon Brusco.
- **Excise Tax Amendment:** Town Council approved an amendment to the Excise Tax Ordinance that provides more flexibility for applicants in terms of allowing the applicant to obtain building permits and construct residential dwelling units while a regional recreational facility is being constructed, provided no certificates of occupancy are issued for any residential dwelling unit until the regional recreational facility is constructed and accepted by the Town.
- **Sales Tax on Food for Home Consumption:** Town Council passed a resolution addressing the impact to the Town if the purchase of food for home consumption is exempted from the Town's sales tax as proposed by a citizen initiative.

April 15

- **Town Organization Plan:** Town Council passed a resolution approving a new organizational plan for the Town proposed by the Town Manager. The new plan moves oversight of the Finance Director to the Assistant Town Manager - Operations and of the IT Manager to the Assistant Town Manager - Administration.
- **2024 Townwide Roadway Resurfacing Program:** Town Council approved a contract renewal for this program in the amount of \$2,824,474.05 with Brannan Sand and Gravel Co. This program includes, but is not limited to, cold planing of the existing asphalt surface, full-depth asphalt patching, stone matrix asphalt paving, utility adjustment and updating and replacing traffic markings.
- **Looking Glass Filing 20:** Town Council approved sketch and preliminary plans for Looking Glass Filing 20, located in the Hess Ranch Planned Development. The plans create 84 residential lots that will be developed with attached duplex homes and 15 tracts for access and landscaping.



May 6

- **Yerkey Farm Planned Development Rezoning:** Town Council approved a rezoning request from applicant Massimino Development to permit mixed-use with a commercial and residential component for a 27-acre property located at the northeast corner of the intersection of Hess Road and Motsenbocker Road.

May 20

- **Town Attorney Employment Agreement:** Town Council approved an employment agreement to fill the vacant Town Attorney position.
- **2024 Townwide Pavement Preservation Program (1):** Town Council approved a contract renewal for this program in the amount of \$1,917,839.99 with Vance Brothers, Inc. This program includes, but is not limited to, cleaning and preparing the existing asphalt surface, full-depth asphalt patching where needed, slurry and seal-coat preservation applications, utility adjustment and updating and replacing traffic markings.
- **Land Development Ordinance (LDO) Update:** Town Council approved via ordinance a comprehensive update to the Town's development standards and regulations, the first such update to the land development ordinance since its adoption when Parker was incorporated in 1981. The new LDO incorporates modern, efficient processes and facilitates a more transparent, user-friendly and predictable approach to growth and development for citizens, property owners, local businesses, developers and Town staff.

TOWN MANAGER REPORT

Town Council Meetings - Notable Actions

May 20 (con't)

- **CDOT Intergovernmental Agreement (1):** Town Council approved an agreement with the Colorado Department of Transportation that enables the Town to receive a \$500,000 grant for the planning and conceptual design of future improvements to the Parker Road and Mainstreet intersection and vicinity.

June 3

- **Planning Commission Appointments:** Town Council approved via resolution the appointment of three regular and three alternate members to the Parker Planning Commission, filling vacancies. Erik Rieger, Eliana Burke and Erik Frandsen were reappointed as regular members for three-year terms, while Angela Lindstrom, Jane Lane (reappointment) and Bret Tueller were named to one-year alternate positions. Additionally, Gary Poole was reappointed as Commission Chair.
- **Newlin Crossing Filing 3:** Town Council approved a final plot for the Newlin Crossing Filing 3 located at the northeast corner of the intersection of Mainstreet and Chambers Road that creates 85 residential lots along with 16 tracts with required parks, open space and trails.
- **Parker Road Access Control Plan:** Town Council approved an ordinance to enter into a revised intergovernmental agreement with various local agencies controlling access management across the Parker Road corridor. The new Control Access Plan includes minimal changes that apply to the Town of Parker. These minor changes are reflective of access point modifications already approved as part of developments, or anticipated to be approved with future developments.
- **Traffic Signal Cost Sharing Agreement:** Town Council approved via ordinance a cost sharing agreement with Douglas County for partial construction funding for a proposed traffic signal construction project at the intersection of Hess Road and Tammy Lane.
- **PSCo Trail Construction Contract:** Town Council approved a contract in the amount of \$777,626.75 with Powell Restoration, Inc. for the construction of a soft-surface trail along the PSCo power line right-of-way between Canterbury Parkway and Latigo Lane.

June 17

- **Town Hall Addition and Renovation Project:** Town Council approved a site plan amendment for the renovation of and addition to the Parker Town Hall facility. The project will include additional office space to support Town services, along with improvements for operations, safety and technology.
- **Kings Point Way Maintenance Agreement (2):** Town Council approved an intergovernmental agreement with the City of Aurora regarding snow removal and street sweeping maintenance for Kings Point Way. The Town of Parker will be responsible for these maintenance functions of the 1,700-foot section of roadway located within Aurora, while preservation activities such as overlays and fixing of potholes will be the responsibility of Aurora. The agreement also conveyed a portion of the roadway to Aurora.



TOWN MANAGER REPORT

Town Manager's Office Updates

- **State of the Town (1):** The Town and Rotary Club of Parker co-hosted another well-attended State of the Town event May 7 at the PACE Center. Mayor Jeff Toborg provided the keynote address focused on the past year's community successes and his vision for 2024 and beyond. Also part of the event was the presentation of the Rotary's Impact Award, which recognizes individuals who have made valuable contributions to the Parker community. This year's recipient was former Mayor Mike Waid.
- **Town Hall Project (2):** Town Council approved the site plan for the Town Hall Addition and Renovation Project on June 17. The estimated start date for work is the first week of August. The project provides not only for much needed work spaces for employees, which is essential as the community continues to grow, but also provides for safety and security enhancements, accessibility improvements, upgrading of technology and systems, and space for additional community services. There will be two phases of construction—Phase 1, which is anticipated to be 14 months, and Phase 2, which will be five months. For more information, visit ParkerCO.gov/TownHallProject.
- **Digital Accessibility:** Staff continues to work on digital accessibility and compliance with HB21-1110 (Colorado Laws for Persons with Disabilities). The Town hired a consultant (Nelnet) to conduct audits of the Town's most visited sites (websites for the Town, Parks and Recreation, Parker Arts, Police, P3 and Let's Talk Parker) and develop a digital accessibility plan that outlines remediation for these platforms. The consultant has also started providing training on creating accessible documents and social media content. Staff is planning to conduct another round of audits next year and complete remediation of high-priority items as we continue on our path toward digital accessibility compliance.
- **IT Updates:** The IT team implemented a new program called CrowdStrike. This will replace our current endpoint protection (i.e. anti-virus). There are several advantages to this program, the biggest being the trained security experts that will review and respond to any cybersecurity-related incidents. The Town was the recipient of a State and Local Cybersecurity Grant from the Colorado Division of Homeland Security and Emergency Management. Through this grant, the Town will save approximately \$60,000 annually by eliminating the need for Microsoft Endpoint Detection and Response (our current endpoint protection). The Town also recently transitioned to Zoom phones across the organization. This change occurred as the new system provides a more modern system than what we currently use, which is no longer supported and cannot be replaced or repaired. The new system also provides additional flexibility in maintaining equipment and avoiding total system failures or outages.



Additional Resources

- [Performance Measures Dashboard](#)
- [Upcoming Town Meetings and Events](#)
- [2024 Annual Budget](#)
- [Open Budget Parker](#)

TOWN MANAGER REPORT

Communications Updates

- **Signature Community Events (1):** The Town held its first 2024 signature event June 26 with the annual Bike to Work Day Breakfast Station. This year's event featured the highest participation since 2019 with more than 300 cyclists stopping by the Town's station along the Cherry Creek Trail near the Westcreek Disc Golf Course. The first 250 visitors were able to pick up a custom Parker Bike to Work Day T-shirt, and all participants were treated to bagels, bananas, nutrition bars, coffee and water refills.
- **2024 Community Survey:** The Town's 2024 Community Survey is officially underway. Comprised of both a statistically relevant survey mailed to 4,000 Parker households and an additional open participation survey that anyone can take, this survey helps to measure resident satisfaction with municipal government service delivery, ask pertinent policy questions and gather opinions about potential future Town projects and goals. The survey is conducted every three years by an independent research firm, Polco. Data collection for both versions of this survey will continue through July 15, and results will be compiled and shared with the public this fall.
- **Parker Youth Commission (2):** Recruitment efforts have begun to fill five open seats on the Parker Youth Commission this fall. The Youth Commission provide Parker students with an opportunity to learn about government, participate in the process, represent and articulate the needs of the community's youth and earn volunteer hours. The Commission consists of nine members appointed to two-year terms. Applications will be accepted through Sept. 15. For more information, visit ParkerCO.gov/YouthCommission.
- **Name a Snowplow Contest (3):** The Town Manager's Communications staff is partnering with the Engineering and Public Works Department to collect resident submissions for ideas to name lead snow plows for each of the Town's four snowplowing zones for the 2024/25 winter season. Submissions will be accepted through the Town's Let's Talk Parker community engagement website from July 8 through 26. For more information, visit ParkerCO.gov/NameASnowplow.



Additional Resources

- [Let's Talk Parker](#)
- [Talk of the Town Community Newsletter](#)
- [Town Videos](#)
- [Volunteer Opportunities](#)

TOWN MANAGER REPORT

Community Development Department Updates

Building Activity Summary

- **Single-family Housing Permits Issued:**
82 in Q2; 158 total in 2024
- **Multi-family Housing Permits Issued:**
38 in Q2; 68 total in 2024
- **Commercial Permits Issued:**
238 in Q2; 486 total in 2024
- **Total Permits Issued:**
1,175 in Q2; 2,855 total in 2024
- **Total Value of Permits:**
\$82,473,995 in Q2; \$168,496,299 total in 2024
- **Total Inspections:**
11,965 in Q2; 23,831 total in 2024

Development Activity Summary

- **Commercial Development Interest:**
12 applications submitted in Q2
- **Pre-application Requests:**
8 in Q2
- **Active Applications:**
102 at end Q2
- **Approvals:**
48 in Q2; 73 total in 2024

Major Project Updates

- **PACE Center Parking Garage (1):** The Community Development Department processed a site plan in Q2 for a new parking garage facility to service the PACE Center and downtown area. The Planning Commission recommended approval of the site plan on June 27; a Town Council public hearing is scheduled for July 15.
- **Perry Lane Planned Development Rezoning (2):** The Town Council approved a rezoning application on May 6 to permit a mixed-use development on a 27 acre property at the northeast corner of Hess Road and Motsenbocker Road. The approved rezoning requires greater than 50 percent of the property, 14.5 acres, to be preserved as open space. The rezoning also permits a commercial area for retail, restaurant and services and a residential area for a maximum of 70 homes. The proposed mixed-use development requires a future Town site plan approval before development may begin.



- **Land Development Ordinance Modernization:**
The first comprehensive revision to the Town zoning code is complete. The project aligns standards with the Parker 2035 Master Plan and provides greater transparency to the public, improved processes and standards and zoning that is easier to use for residents, businesses and staff. Future phases include a new zoning map later this year.
- **Master Plan Update:** Staff completed a Request for Proposals effort to select a consulting firm to assist the Town with a major update to the Parker 2035 Master Plan. The Master Plan Update project is anticipated to begin by Q4, and there will be several community engagement opportunities later this year and in 2025.



Additional Resources

- [Active Development Map](#)
- [Monthly Building Reports](#)
- Ongoing Planning Projects:
 - * [Land Development Ordinance Modernization Project](#)

TOWN MANAGER REPORT

Cultural Department Updates

- **Legally Blonde, the Musical (1):** Parker Arts' summer musical *Legally Blonde* opened on June 28 to a virtually sold-out run of shows. This fabulously fun story based on the book by Heather Hach, who was raised in Loveland, consisted of an all-female creative team that brought the pink power to Parker. Audiences loved the show, and one patron summed it up with her review, "Fantastic venue! Awesome show! Great acting and singing! And just an overall extraordinary evening!"
- **Community Impact Report:** We are thrilled to present our 2023 Community Impact Report, which provides an overview of the significant impact achieved through our programming, classes, camps and complimentary events in 2023. This report also highlights how the relationships we share with our patrons, volunteers, partners, sponsors and donors add to the quality and variety of our programs.
- **Shakespeare Festival (2):** Parker Arts hosted 52 student thespians from local area middle and high schools for this year's Shakespeare Festival! Participants attended workshops throughout the day and performed selected Shakespeare scenes before a panel of professional judges, whose chosen Bard Award winners got to perform on the PACE stage during the closing ceremony.
- **Season Announcement:** We enjoyed celebrating the beginning of our 2024/2025 season with our members at our annual Season Announcement Party. Our theme this year was "Members Make Life More Colorful" and boy did they live up to that, donning colorful attire and sharing their vibrant enthusiasm for the season ahead!
- **New Art Encounters Sculptures (3):** Art Encounters is a year-long outdoor sculpture exhibit that showcases rotating art around Douglas County. This year, we have 10 new temporary sculptures in downtown Parker for residents and visitors to enjoy.



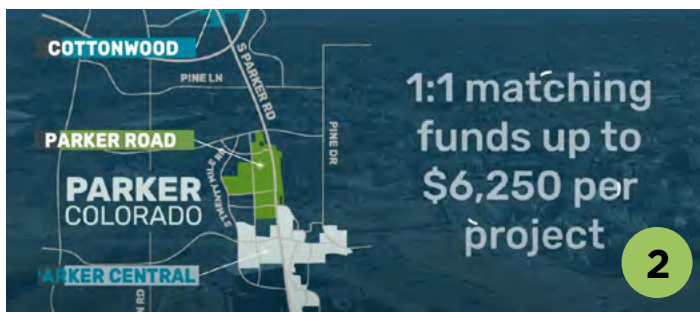
Additional Resources

- [Upcoming Parker Arts Shows and Events](#)
- [2023 Community Impact Report](#)

TOWN MANAGER REPORT

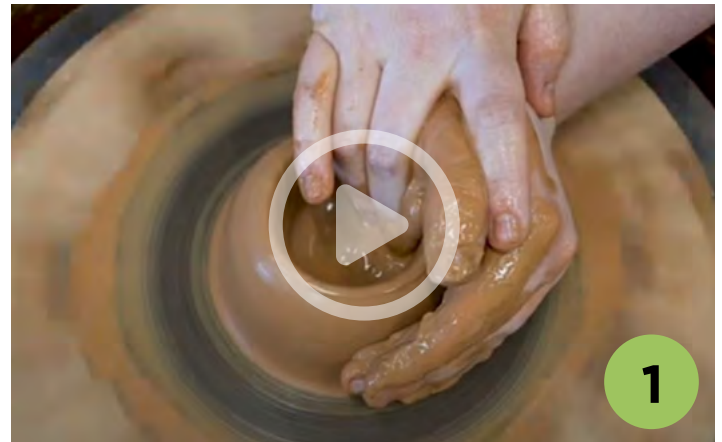
Economic Development Division

- **Business Spotlight - Community Mud (1):** Community Mud opened in May 2024 and is a pottery studio that offers all access studio memberships and classes.
- **Facade Improvement Program (2):** Applications for P3's Facade and Landscape Improvement Program (FLIP) closed June 30. For the 2024 cycle, there were eight applicants, with project costs totaling \$182,670. P3 will be assisting these applicants with \$50,000 in project cost reimbursements. For more information, visit P3Parker.com/FLIP.



Additional Resources

- [Parker Business and Demographic Data](#)
- [P3 2023 Annual Report](#)



- **Notable New Businesses:** Several Parker merchants received new business licenses in Q1, including:
 - * **Convict Coffee** (19519 E. Parker Square Drive): Now Open
 - * **Einstein Bagels** (9700 S. Parker Road): Under Construction
 - * **Jessie's Smoking NOLA Restaurant** (11061 S. Parker Road): Now Open
 - * **Ziggy's Coffee** (19745 E Parker Road): Under Construction

Human Resources Department Updates

- **Town Staff Recruitment Efforts:** The Town filled 17 vacant full-time positions in Q2. Across all positions (full-time, part-time, seasonal), the Town received 1,233 job applications.

Additional Resources

- [Current Employment Opportunities](#)

Town Clerk / Municipal Court Updates Data through Q2 2024

- Active Liquor Licenses - 135
- Special Events Permits Issued (with Liquor) - 13
- Peddlers and Solicitors Permits Issued - 9
- Open Records Requests Received - 167
- Municipal Court Tickets Issued - 970
- Parking Tickets Issued - 45
- Municipal Court Trials Held - 10
- Teen Court Cases - 14

Additional Resources

- [Town Meeting Agendas and Minutes](#)
- [Parker Municipal Code](#)
- [Parker Teen Court Information](#)

2024 Election: The Town Clerk is preparing for the 2024 Regular Election on Nov. 5 to elect a Mayor and three Councilmembers. A pre-candidate meeting will be held July 31 for residents who are interested in running for office.

TOWN MANAGER REPORT

Engineering and Public Works Department Updates

- **Public Works Touch-a-Truck (1):** The Engineering and Public Works Department hosted the annual Touch-a-Truck event May 19 during the Farmers Market at O'Brien Park to celebrate National Public Works Week. This year's event was a huge success with hundreds of kids climbing on equipment and learning about the many things Public Works does to keep the community running.
- **Traffic Safety Improvements:** The Traffic Division has installed a number of safety improvements at various intersections throughout Town over the past few months. These safety measures were identified as part the new Traffic Safety Analysis program our Traffic Division has implemented. This program is focused on reducing accidents on roadways Town-wide.
- **West Mainstreet Operational Improvements:** The contractor working on the West Mainstreet Operational Improvements Project has substantially completed and opened the new turn lanes at the intersection of Mainstreet and Twenty-Mile Road. Construction on the widening of Dransfeldt Road, north of Mainstreet, is currently underway, and the project is expected to be completed by this Fall.
- **Traffic Signal (2):** A new traffic signal at the intersection of Jordan Road and Cedar Gulch Parkway has been installed and began operating in June. This new signal will accommodate existing and future development at this intersection while improving safety.
- **Bradbury Ranch Detention Pond Improvements:** A regional detention pond south of Mainstreet, in the Bradbury Ranch Subdivision, was recently rehabilitated and included the construction of a new outlet structure. These improvements will greatly enhance the Stormwater Division's ability to maintain and operate this important drainage facility which will in turn reduce the risk of flooding in this part of Town.



Additional Resources

- [Capital Improvements Update](#)
- [2024 Road Maintenance Projects Map](#)

TOWN MANAGER REPORT

Parks, Recreation and Open Space Department Updates

- **Spring Special Events:** It was an eventful season for Parks and Recreation as several special events brought the community together, including the Arbor Day Celebration on April 27 (pictured at right), the inaugural MURPH Challenge on May 27, National Senior Health & Fitness Day Senior Stroll on May 29, Kids' Zone Princess Ball on June 7 and the Cattle Crossing 5K & Family Fun Trek on June 15. Find the complete list of annual events at ParkerRec.com/Events.
- **Therapeutic Recreation Adaptive Summer Camp (1):** The inaugural session of Therapeutic Recreation (TR) Adaptive Summer Camp was held in June for ages 6 to 14 and provided an accessible and inclusive blend of exploration, learning and fun for individuals of all abilities. Find more information about TR programs at ParkerRec.com/TR.
- **Mainstreet Elm Tree Removal (2):** The Parks, Forestry and Open Space team did an amazing job of caring for the Siberian Elm off Mainstreet, adjacent to the Schoolhouse, over the years, and then completing the removal of the large, decaying tree in April. Under the leadership of the Town Forester, they were able to accomplish this huge feat in-house and above all, safely. The large stump that remains may be part of a future art project.
- **O'Brien Streetscape Completion (3):** In partnership with P3, the O'Brien Park Streetscape capital project was completed in June. Some of the improvements include new built in seating along Mainstreet and updated landscaping with irrigation along Parker Road.
- **2023 Annual Report:** The Parks, Recreation and Open Space (PROS) Department released the 2023 Annual Report in May. The easy-to-read document features agency accomplishment and highlights, a financial overview and future initiatives. View the annual report at ParkerRec.com/AnnualReport.



Additional Resources

- [Upcoming Parks and Recreation Events](#)

TOWN MANAGER REPORT

Police Department Updates

- **Police Department Summer Kick-Off Event (1):** Parker Police Officers and staff had a blast with the hundreds of Parker residents and kids who joined us for our Summer Kick-Off event on June 5. Chief Tsurapas read a book during the library's story time, and Officer Faulkner adjusted a bunch of bike helmets before the kids took to the track to ensure they would be riding safely this summer. The line to meet Mounted Patrol Officer Hennager and Daisy was the only line longer than the one for root beer floats.
- **Officer of the Year (2):** Sergeant Schuster was recognized as the Cherry Creek Valley Rotary Club of Parker Officer of the Year. Sergeant Schuster was one of two detective sergeants in Investigations in 2023 and was recognized for his hard work with tactical planning, grant writing and department leadership.
- **Outstanding Law Enforcement Officer Award (3):** Members of the 18th Judicial District awarded Parker Police Detective Wilson the Outstanding Law Enforcement Officer Award at the 7th Annual Victim Rights Week Award Ceremony. Detective Wilson goes above and beyond with victims, ensuring they are treated with fairness, dignity, and respect (the pillars of victim rights) and have their voices heard.
- **Talking Crime Reduction Tips:** Officer Kelsay was honored to talk with local business leaders at the Downtown Business Alliance's May meeting. Officer Kelsay talked about the Community Crime Map, the Code Red Emergency Notification System, the VISION program and more with these local leaders. He also shared Crime Prevention Through Environmental Design tips for making their businesses less attractive to criminals and preventing scams.



- **Awards Ceremony:** The Parker Police Department and Parker residents hold our officers and employees to high standards. When our department employees meet and exceed these standards, it's a testament to their exceptional dedication and service, deserving of the highest recognition. At the 2024 Awards Ceremony, 82 department employees received awards, including Meritorious Service Medals for Sergeant Ross and Officer Stowell.



Additional Resources

- [Police Department Monthly Reports](#)
- [Community Crime Statistics](#)



Request for Town Council Action

Date: July 15, 2024

Submitted By: Julia Duncan, Associate Planner

Reviewed By: Michelle Kivela, Town Manager

Title: **CIVIC CENTER FILING NO. 1 EXEMPTION PLAT LOT 1 -
PARKING GARAGE - SITE PLAN**

Applicant: Craine Architecture, Town of Parker

Location: South of Mainstreet off of PACE Center Drive
just east of the PACE Center

Department: Community Development, Julia Duncan

TRAKiT No.: SP23-097

EXECUTIVE SUMMARY

The Town is proposing a site plan to build a new parking garage on the 3.745-acre Parker Arts, Culture & Events (PACE) Center lot. The proposed garage will provide 296 parking stalls, nine (9) of which are accessible, and two (2) of which are van accessible. The project is four (4) stories and 48 feet in height. Of the 296 spaces, ten (10) will be installed with electric vehicle (EV) chargers and an additional nine (9) will be EV charger-ready. Ten (10) bicycle spaces are also being provided.

The portion proposed for redevelopment as a parking garage is currently used as a surface parking lot serving the PACE Center. The subject property is located within the Greater Downtown District - Historic Center. The proposed parking garage is an accessory use to the PACE Center and an allowed use per the Land Development Ordinance Section 13.04.170.

STAFF RECOMMENDATION

Approve with Conditions

BACKGROUND/DISCUSSION

Background and Development Agreement

The Town is proposing a Site Plan to build a new parking garage on the 3.745-acre PACE Center lot. The portion proposed for redevelopment as a parking garage is currently used as a surface parking lot serving the PACE Center.

Part of the original Town of Parker incorporation, the Town acquired the properties known as the Berry Property, the White Property, and Tracts B, C, D, and I of the Hein Center Minor Development Plat in 2005 and 2006. Town Council approved the Civic Center Filing No. 1 Subdivision Exemption Plat and Hein Center Minor Development Plat, 1st Amendment, Subdivision Exemption Plat on July 20, 2009. These Exemption Plats ultimately created two lots

and one open space tract to provide, in part, for the financing and construction of the civic center facility and a second lot for parking and future private development. This proposed parking garage is located on the same lot as the existing PACE Center.

On September 6, 2022, the Town and Parker Authority for Reinvestment (PAR) entered into Purchase and Sale Agreements with Confluence Companies, LLC, for the sale of six (6) parcels of real property (the “Parcels”). One of the conditions to close the sale of these parcels was the approval of a Development Agreement for the development of these parcels by Confluence Companies.

The Development Agreement between the Town, the Parker Authority for Reinvestment and CD-Parker, LLC (“Confluence Companies”), defines:

- (1) The Project;
- (2) The performance deadlines for obtaining governmental approvals;
- (3) The performance deadlines for commencing construction on each Parcel of the Project;
- (4) The public investment tools to be used to fill the financial gap based on the gap analysis prepared by Economic & Planning Systems, Inc. on behalf of PAR;
- (5) A cap on the total amount of revenue to be shared from these public investment tools; and
- (6) Specific caps on the period of time that the public investment tools described below will be shared with Confluence Companies.

The Development Agreement has the following requirements for the Garage, all of which have been reviewed and will be satisfied with this project:

- Minimum 255 parking spaces.
- The requirement for building step-backs shall not apply to the planned Parking Garage on PACE Lot 1 east of the PACE Center, if proposed, subject to the requirement that the design of the structure shall complement the adjacent PACE Center in exterior appearance to the maximum extent practicable, including building materials, color scheme, pedestrian access and treatment of openings in-lieu of windows.
- The incorporation of murals on the planned Parking Garage and other large, unadorned and blank walls to create visual interest while activating these areas.

Zoning:

The subject property is located within the Greater Downtown District - Historic Center. The proposed parking garage is an accessory use to the PACE Center and an allowed use per the Land Development Ordinance Section 13.04.170.

Parking Garage

The proposed garage will provide 296 parking stalls, nine (9) of which are accessible, and two (2) of which are van accessible. The project is four (4) stories and 48 feet in height. Of the 296 spaces, ten (10) will be installed with EV chargers and an additional nine (9) will be EV charger ready. Ten (10) bicycle spaces are also being provided.

The architectural design of the garage is consistent with the themes, materials, and architecture of the PACE Center. Entry canopies, varied rooflines, incorporation of metal screening, and different materials meet the standards and guidelines for development within the Historic Center. Additionally, the Cultural Department, following Site Plan approval, will commission an artist for a large mural that will encompass the western façade of the building. This mural will be visible from Pine Drive and Pikes Peak Avenue and will help pull the garage and PACE center together, highlighting the artistic nature of the venue.

Access

Vehicular access to the property will be provided along Pikes Peak Avenue at the intersection with PACE Center Drive. South bound PACE Center Drive currently ends at its intersection of Pikes Peak Avenue, a 'T' intersection. With the development of the garage, Pace Center Drive will be extended south past Pikes Peak Avenue to a drive aisle providing access to the garage. Pikes Peak Avenue and Pace Center Drive are constructed and are sufficient to provide adequate access to the site. The garage does not generate additional traffic but rather provides parking for the surrounding uses. The Town has determined that the access point proposed for the garage is sufficient to provide vehicular access to the site.

Pedestrian and bicycle access will continue to be provided along Pikes Peak Avenue. The existing pedestrian access connecting Sulphur Gulch Trail to Pikes Peak Avenue will be relocated to the east under the powerlines with the construction of the parking garage.

Process

Please note that this application was in process prior to the adoption of the updated Land Development Ordinance ("LDO"). Therefore, the citations in this paragraph reflect the prior version of the LDO. Site plan applications are typically reviewed and processed administratively. However, pursuant to Section 13.06.040 of the Parker Municipal Code, site plan applications for public facilities owned by the Town are required to be scheduled for public hearings. Therefore, the PACE Center Parking Garage requires a public hearing before both the Planning Commission and Town Council. Tonight is the final approval in the site plan process. Next steps for the parking garage are building permit issuance and construction.

Conclusion

Review criteria for a site plan include satisfaction of setbacks, heights, parking, landscaping, density, layout, architecture, all Public Work/Engineering requirements, and consistency with the approved Development Agreement. After careful review and analysis, the staff has determined that the proposed application has satisfied all requirements for a Site Plan within the Town of Parker and the Development Agreement with Confluence Companies.

At the June 27, 2024, Planning Commission meeting, the Commissioners unanimously recommended approval.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH



ENHANCE ECONOMIC
VITALITY

ATTACHMENTS

1. SP23-073 Staff Report
2. Site Plan Parking Garage SP23-073
3. Vicinity Map

RECOMMENDED MOTION

I move to approve, based on staff findings, the following conditions contained in the staff report:

1. Approved Site Plan - The Site Plan exhibit, building elevations exhibit and landscape plan exhibit stamped 'Final Document' on July 15, 2024, and uploaded to TRAKiT, shall be the approved plans.
2. Approved Construction Plan Documents - The construction plan documents signed by Engineering, the water and sanitation district and Fire Life Safety, shall be the approved construction plans.
3. Removal of Public Notice Signs - All Public Notice signs posted on the property must be removed within ten (10) business days from the date of the Town Council Public Hearing.
4. Approval Expiration - This approval has been based upon the review of information submitted to our office as part of your request for an administrative site plan approval and shall remain in effect for fifteen (15) months from the date of this approval letter. If a Grading Permit or Building Permit is not obtained within fifteen months, this approval becomes null and void. The Community Development Director, upon written request, may grant a one hundred eighty (180) day extension.
5. Prairie Dog Certification Required - A Certification of Compliance with Municipal Code Section 13.10.250 Prairie Dog Management is required prior to issuance of a Grading Permit and the start of any work on the site.
6. Permits Required - It is the applicant's responsibility to acquire all required permits prior to starting work on the site including Grading Permits, Building Permits and Electrical Permits.
7. Above Ground On-Site Utilities: The utilities for the provision of service to nonresidential use(s) may not be located in the front-yard between the building and the public or private street and shall only be located in a rear yard or side yard. Any above ground UTILITY EQUIPMENT SHALL BE SCREENED with landscaping or a screening wall in coordination with the utility company. Where utility meters and connections are attached to the building, they shall be located away from the public realm to the greatest extent possible and be painted to

match the building. The location of all utility equipment shall be reviewed and approved by the Community Development Department prior to installation. Any deviation from this standard may result in the relocation of the equipment.

8. Screening of Mechanical Equipment and Utility Boxes Required: All MECHANICAL EQUIPMENT SHALL BE FULLY SCREENED with permanent material and painted to match the building color. All rooftop vents and other appurtenances shall be painted to match the roof or building color to minimize their visual impact. All rooftop mechanical systems, HVAC, vents or appurtenances that are not shown on the approved plans may require additional conditions for screening in accordance with code and as determined by the Town.

9. Final Grading Certificate Required - The Town requires the submittal of a Final Grading Certificate as a prerequisite to obtaining a Certificate of Occupancy or Temporary Certificate of Occupancy.

10. The applicant shall submit an as-built drawing of the individual lot which indicates the installed improvements, finished floor elevation(s) and the finished grade site elevation points sufficient to show positive drainage away from the building(s).

11. The applicant shall provide a certification statement by a licensed professional engineer and surveyor, accompanied by their stamp and signature. Please contact the Planning Division to obtain the specific language that is required.

12. Signage Not Included - Approval of this site plan does not include signage. All signage for this site and building will be required to meet the Town of Parker Sign Code Chapter 13.09 and will require a separate sign permit application submittal.



Planning Commission Staff Report

Planning Commission Date: 6/27/2024

Town Council Date: 7/15/2024

Hearing Type: Public Hearing
Civic Center F1 Exemption Plat L1 - Parking Garage Site Plan
TRAKiT No: SP23-073

Location: The site is located south of Mainstreet with direct access from the intersection of PACE Center Drive and Pikes Peak Avenue.

Project Planner: Julia Duncan, Associate Planner

Applicant: Town of Parker - Bob Exstrom, Public Works Department

Executive Summary: The applicant, the Town of Parker, is proposing a 4-story parking garage with approximately 296 parking spaces. The site is located south of Mainstreet with direct access from the intersection of PACE Center Drive and Pikes Peak Avenue.

Staff Recommendation: Approval with Conditions

RECOMMENDED MOTION

"I move the Planning Commission recommend Town Council approve the Civic Center F1 Exemption Plat L1 - Parking Garage Site Plan, subject to the following conditions:"

1. **Approved Site Plan** - The Site Plan exhibit, building elevations exhibit and landscape plan exhibit **stamped 'Final Document' on July 15, 2024, and** uploaded to TRAKiT, shall be the approved plans.
2. **Approved Construction Plan Documents** - The construction plan documents signed by Engineering, the water and sanitation district and Fire Life Safety, shall be the approved construction plans.
3. **Removal of Public Notice Signs** - All Public Notice signs posted on the property must be removed within ten (10) business days from the date of the Town Council Public Hearing.

4. **Approval Expiration** - This approval has been based upon the review of information submitted to our office as part of your request for an administrative site plan approval and **SHALL REMAIN IN EFFECT FOR FIFTEEN (15) MONTHS FROM THE DATE OF THIS APPROVAL LETTER.** If a Grading Permit or Building Permit is not obtained within fifteen months, this approval becomes null and void. The Community Development Director, upon written request, may grant a one hundred eighty (180) day extension.
5. **Prairie Dog Certification Required** - A Certification of Compliance with Municipal Code Section 13.10.250 Prairie Dog Management is required prior to issuance of a Grading Permit and the start of any work on the site.
6. **Permits Required** - It is the applicant's responsibility to acquire all required permits prior to starting work on the site including Grading Permits, Building Permits and Electrical Permits.
7. **Above Ground On-Site Utilities:** The utilities for the provision of service to nonresidential use(s) may not be located in the front-yard between the building and the public or private street and shall only be located in a rear yard or side yard. Any above ground UTILITY EQUIPMENT SHALL BE SCREENED with landscaping or a screening wall in coordination with the utility company. Where utility meters and connections are attached to the building, they shall be located away from the public realm to the greatest extent possible and be painted to match the building. The location of all utility equipment shall be reviewed and approved by the Community Development Department prior to installation. Any deviation from this standard may result in the relocation of the equipment.
8. **Screening of Mechanical Equipment and Utility Boxes Required:** All MECHANICAL EQUIPMENT SHALL BE FULLY SCREENED with permanent material and painted to match the building color. All rooftop vents and other appurtenances shall be painted to match the roof or building color to minimize their visual impact. All rooftop mechanical systems, HVAC, vents or appurtenances that are not shown on the approved plans may require additional conditions for screening in accordance with code and as determined by the Town.
9. **Final Grading Certificate Required** - The Town requires the submittal of a Final Grading Certificate as a *prerequisite to obtaining a Certificate of Occupancy or Temporary Certificate of Occupancy.*
10. The applicant shall submit an as-built drawing of the individual lot which indicates the installed improvements, finished floor elevation(s) and the finished grade site elevation points sufficient to show positive drainage away from the building(s).
11. The applicant shall provide a certification statement by a licensed professional engineer and surveyor, accompanied by their stamp and signature. Please contact the Planning Division to obtain the specific language that is required.

12. **Signage Not Included** - Approval of this site plan **DOES NOT INCLUDE SIGNAGE**. All signage for this site and building will be required to meet the Town of Parker Sign Code Chapter 13.09 and will require a separate sign permit application submittal.

ALTERNATIVE MOTIONS

“I move the Planning Commission recommend Town Council approve the Civic Center F1 Exemption Plat L1 - Parking Garage Site Plan.”

“I move the Planning Commission recommend Town Council deny the Civic Center F1 Exemption Plat L1 - Parking Garage Site Plan as the request does not meet the following approval criteria:”
-List criteria not met (either by staff or Planning Commission)

“I move the Planning Commission vote to continue the Civic Center F1 Exemption Plat L1 - Parking Garage Site Plan to a future date.”

I. BACKGROUND/DISCUSSION

The Town is proposing a Site Plan to build a new parking garage on the 3.745-acre Parker Arts, Cultural, and Events (PACE) Center lot. The portion proposed for redevelopment as a parking garage is currently used as a surface parking lot serving the PACE Center.

Part of the original Town of Parker incorporation, the Town acquired the properties known as the Berry Property, the White Property, and Tracts B, C, D, and I of the Hein Center Minor Development Plat in 2005 and 2006. Town Council approved the Civic Center Filing No. 1 Subdivision Exemption Plat and Hein Center Minor Development Plat, 1st Amendment, Subdivision Exemption Plat on July 20, 2009. These Exemption Plats ultimately created two lots and one open space tract to provide, in part, for the financing and construction of the civic center facility and a second lot for parking and future private development. This proposed parking garage is located on the same lot as the existing PACE Center.

The subject property is located within the Greater Downtown District - Historic Center. The proposed parking garage is an accessory use to the PACE Center and an allowed use per the Land Development Ordinance Section 13.04.170.

On September 6, 2022, the Town and Parker Authority for Reinvestment (PAR) entered into Purchase and Sale Agreements with Confluence Companies, LLC, for the sale of six (6) parcels of real property (the “Parcels”). One of the conditions to close the sale of these Parcels was the approval of a Development Agreement for the development of these Parcels by Confluence Companies.

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

The parking garage Project is described in the Development Agreement as follows:

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

The East Main project, while running concurrently, is a separate proposal and is not being considered tonight. East Main will be an administrative determination.

The proposed garage will provide 296 parking stalls, 9 of which are accessible, and 2 of which are van accessible. The project is 4-stories and 48 feet in height. Of the 296 spaces 10 will be installed with EV chargers and an additional 9 will be EV charger ready. Ten bicycle spaces are also being provided.

Site plan applications are typically reviewed and processed administratively. However, pursuant to Section 13.06.040 of the Parker Municipal Code, site plan applications for public facilities owned by the Town are required to be scheduled for public hearings. Therefore, the PACE Center Parking Garage requires a public hearing before both the Planning Commission and Town Council.

II. PRIOR ACTIONS

Date	Action
1981	The property was Annexed as part of the original incorporation of the Town of Parker and zoned as Residential.
June 16, 1997	The property was rezoned from Residential to Village Commercial in the DB-Business District.
February 19, 2002	The Greater Downtown Overlay Zone District was created and applied to the property.
October 21, 2002	The property was rezoned to the Greater Downtown District - Historic Center zoning.
July 20, 2009	Town Council approved the Civic Center Filing No. 1 Subdivision Exemption Plat and Hein Center Minor Development Plat, 1 st Amendment, Subdivision Exemption Plat.
March 1, 2010	Town Council approved the Site Plan for the PACE Center.

III. CURRENT SITE DATA

Existing Zoning	GD - Greater Downtown District – Historic Center		
Overlay District	N/A		
PD & Plan Area	Greater Downtown District – Historic Center		
Master Plan Area	Mainstreet Master Plan Character Area		
Site Acreage	3.745 acres		
Subdivision	Civic Center F1 Exemption Plat L1		
Existing Use	Surface Parking Lot		
Surrounding Uses			
	Master Plan Land Use	Zoning	Existing Use
North	Mainstreet Master Plan Character Area	GD - Greater Downtown District – Historic Center	Existing PACE Center surface Parking Lot, vacant East Main, property, and Douglas County Library

South	Medium Density Residential	PD - Planned Development	Sulphur Gulch and existing residential - Rowley Downs and Turtle Creek
East	Medium Density Residential	PD - Planned Development	Existing detention pond.
West	Mainstreet Master Plan Character Area	GD - Greater Downtown District – Historic Center	PACE Center building and vertical mixed use under construction

IV. PARKER 2035 MASTER PLAN

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

MASTER PLAN CONSISTENCY	
Master Plan Designation	Mainstreet Master Plan ☒ Consistent ☐ Inconsistent
Master Plan Character Discussion	The Mainstreet Master Plan Area envisions future development for the Mainstreet corridor as a pedestrian-friendly environment that supports a vibrant and sustainable downtown area. Building upon this vision, new development and redevelopment strategies for the larger Mainstreet corridor will strive to encourage active pedestrian-oriented ground floor uses for buildings and parcels adjacent to Mainstreet, while directing office and residential uses to upper floors. Focus will be placed on filling in physical gaps between existing buildings and increasing development intensity and critical mass. The Mainstreet Master Plan also includes specific guidance on the following: • The Town has previously discussed a public parking structure and is interested in building one when demand and economics are right. • Focus on mitigating vehicular congestion within the core Mainstreet area and on creating a pedestrian-focused environment. Less cars on Mainstreet creates a more pedestrian friendly environment, while getting people out of their cars at the ‘edges’ and asking them to walk into the Old Town and West End cores not only increases business exposure but also enhances the potential for window shopping and discovery of new shops or attractions with which the visitor was not familiar. The third criterion, potential to catalyze development, looks to capitalize on the Town’s investment in

	infrastructure, or to create opportunity for public-private partnership and shared parking. • Building Heights - New development within the Mainstreet Master Plan Area must be a minimum of two stories, • Architecture - Emphasis will be placed on using high quality building materials in the design of authentic and diverse architecture. The Denver Regional Council of Governments (DRCOG) classifies this character area as an Urban Center through their Metro Vision 2035 Plan.
Consistent Goals/Strategies	Land Use 1. B Land Use 1.C Land Use 1. E Land Use 1.H Jobs and Economic Vitality 4 Public Services and Facilities 1. E
Staff Analysis	The PACE Parking Garage Site Plan proposes 296 parking stalls. Located on the PACE Lot 1 site which currently serves as a surface parking lot for the PACE Center. The proposed garage will replace the existing 255 surface parking on PACE Lots 2A, 2B, and Lot 1. Pedestrians have direct access from the sidewalk on Pikes Peak Avenue with vehicular access on the East side of the building. The parking area of the garage is naturally ventilated. The garage has been designed to be similar to surrounding uses in terms of size, scale, and building façade articulations. The architectural design of the garage is consistent with the themes, materials, and architecture of the PACE Center. The parking garage will replace the existing surface parking lot on lots 2A and 2B allowing for the higher quality mixed use development on these properties to further activate Mainstreet and downtown.

OTHER MASTER PLANNING DOCUMENTS

OTHER PLANNING DOCUMENTS CONSISTENCY	
Other Planning Documents	Parker Mainstreet Master Plan
Policies/Guidelines/Strategies	Meets the vision and goals for Plan Area and Old Town
Consistency Review	☒ Consistent ☐ Inconsistent ☐ N/A

Staff Analysis	As stated within the Mainstreet Master Plan “Mainstreet is the heart and soul of the Parker Community, reflecting its character, culture and heritage.” Mainstreet is identified as the economic, cultural and social center of the Parker Community. The subject property is located within the Old Town area of the Master Plan. The vision for Old Town is to continue shaping the vital downtown enriching the community, residents and visitors alike. The proposed parking garage will replace the existing PACE Center surface parking lot, provide additional parking than what is currently provided today, and open PACE Lots 2A and 2B to be available for the high quality mixed use development that will further activate the east end of Mainstreet..
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V. LAND DEVELOPMENT ORDINANCE

ZONING CONSISTENCY (Site Plan)			
Provisions	Existing/Required	Proposed	Analysis
Setbacks	Front – 0’ Side – None Rear – None	Pikes Peak – 11’-5” Side – 50’ 6” REAR –22’-6”	☒ Consistent ☐ Inconsistent ☐ N/A
Density	N/A	N/A	☐ Consistent ☐ Inconsistent ☒ N/A
Height/Stories	60’/4 Stories	48’/4 Stories	☒ Consistent ☐ Inconsistent ☐ N/A
Lot Size	None	3.745 acres	☒ Consistent ☐ Inconsistent ☐ N/A
Landscaping	Greater Downtown Historic Center 10% of the site is required to be landscaped	74% of the site is landscaped	☒ Consistent ☐ Inconsistent ☐ N/A
Off-Street Parking	255 Spaces per the Development Agreement	296 spaces	☒ Consistent ☐ Inconsistent ☐ N/A

Miscellaneous	2 per 10,000 s.f. GFA, not to exceed 10	There are a total of 10 bicycle spaces proposed.	☒ Consistent ☐ Inconsistent ☐ N/A
Staff Analysis	This site plan meets or exceeds the zoning and Land Development Ordinance requirements. Landscaping has been reviewed and approved by the Town's Parks and Recreation Department.		

VI. DESIGN REVIEW

The application is subject to the Greater Downtown Historic Center Guidelines, the Development Design Standards and the Development Agreement. The layout of the garage, landscaping, and architecture were all analyzed based on these guidelines.

The Development Agreement has the following requirements for the Garage, all of which have been reviewed and satisfied.

- Minimum 255 parking spaces.
- The requirement for building step-backs shall not apply to the planned Parking Garage on PACE Lot 1 east of the PACE Center, if proposed, subject to the requirement that the design of the structure shall complement the adjacent PACE Center in exterior appearance to the maximum extent practicable, including building materials, color scheme, pedestrian access and treatment of openings in-lieu of windows.
- The incorporation of murals on the planned Parking Garage and other large, unadorned and blank walls to create visual interest while activating these areas.

The architectural design of the garage is consistent with the themes, materials, and architecture of the PACE Center. Entry canopies, varied roof lines, incorporation of metal screening, and different materials meet the standards and guidelines for development within the Historic Center. Additionally, the Cultural Department, following Site Plan approval, will commission an artist for a large mural that will encompass the western façade of the building. This mural will be visible from Pine Drive and Pikes Peak Avenue and will help pull the garage and PACE center together, highlighting the artistic nature of the venue.

The Greater Downtown Historic Center Guidelines have been met by minimizing the visual impact of parking on the pedestrian experience, and the street environment, designing the garage facades so that they are compatible in character and quality with adjoining buildings, creating visually interesting facades, and avoiding large areas of undifferentiated or blank facades.

Entrances are clearly identified and easily accessible with pedestrian entrances directly onto the sidewalk. Openings have been vertically and horizontally aligned. Vehicular headlights are screened which prevents light pollution from escaping the building. The building is also designed to break the roof line at certain intervals in order to create visual interest.

Pedestrian & Bicycle Access

Pedestrian and bicycle access will continue to be provided along Pikes Peak Avenue. The existing pedestrian access connecting Sulphur Gulch Trail to Pikes Peak Avenue will be relocated to the east under the powerlines with the construction of the parking garage.

VIII. SUMMARY REFERRAL AGENCY COMMENTS AND CONDITIONS

Agency	Comments
Parker Engineering	Approved
Parker Building	Approved
Fire Life Safety	Advisory Comments – applicant has addressed comments in the provided redlines.
Parker Police	No Comment
Parker Water & Sanitation District	Advisory Comments
Cherry Creek Basin Water Quality Authority	Advisory Comments
Parker Economic Development	No Comment
Xcel	Advisory Comments
CORE	Advisory Comments
CenturyLink	No Comment
Comcast	No Comment
Parker Authority for Reinvestment	No Comment
Rowley Downs	No Comment
Turtle Creek HOA	No Comment
Town and Country HOA	No Comment

IX. CONCLUSION

The proposal to construct a parking garage on the site is a permitted use on the property. Per the Town of Parker Land Development Ordinance, any non-residential development must receive Site Plan or Site Plan Amendment approval to ensure that certain Town criteria are met. This Site Plan approval is required prior to construction. Review criteria include satisfaction of setbacks, heights, parking, landscaping, density, layout, architecture, all Public Work/Engineering requirements, and consistency with the approved Development Agreement. After careful review and analysis, the staff has determined that the proposed application has satisfied all requirements for a Site Plan within the Town of Parker. Staff recommends that the Planning Commission approve the proposed Site Plan Amendment.

X. RECOMMENDED CONDITIONS

- 1. Approved Site Plan** - The Site Plan exhibit, building elevations exhibit and landscape plan exhibit **stamped 'Final Document' on July 15, 2024, and** uploaded to TRAKiT, shall be the approved plans.
- 2. Approved Construction Plan Documents** - The construction plan documents signed by Engineering, the water and sanitation district and Fire Life Safety, shall be the approved construction plans.
- 3. Removal of Public Notice Signs** - All Public Notice signs posted on the property must be removed within ten (10) business days from the date of the Town Council Public Hearing.
- 4. Approval Expiration** - This approval has been based upon the review of information submitted to our office as part of your request for an administrative site plan approval and **SHALL REMAIN IN EFFECT FOR FIFTEEN (15) MONTHS FROM THE DATE OF THIS APPROVAL LETTER.** If a Grading Permit or Building Permit is not obtained within fifteen months, this approval becomes null and void. The Community Development Director, upon written request, may grant a one hundred eighty (180) day extension.
- 5. Prairie Dog Certification Required** - A Certification of Compliance with Municipal Code Section 13.10.250 Prairie Dog Management is required prior to issuance of a Grading Permit and the start of any work on the site.
- 6. Permits Required** - It is the applicant's responsibility to acquire all required permits prior to starting work on the site including Grading Permits, Building Permits and Electrical Permits.
- 7. Above Ground On-Site Utilities**: The utilities for the provision of service to nonresidential use(s) may not be located in the front-yard between the building and the public or private street and shall only be located in a rear yard or side yard. Any above ground UTILITY EQUIPMENT SHALL BE SCREENED with landscaping or a screening wall in coordination with the utility company. Where utility meters and connections are attached to the building, they shall be located away from the public realm to the greatest extent possible and be painted to match the building. The location of all utility equipment shall be reviewed and approved by the Community Development Department prior to installation. Any deviation from this standard may result in the relocation of the equipment.
- 8. Screening of Mechanical Equipment and Utility Boxes Required**: All MECHANICAL EQUIPMENT SHALL BE FULLY SCREENED with permanent material and painted to match the building color. All rooftop vents and other appurtenances shall be painted to match the roof or building color to minimize their visual impact. All rooftop mechanical systems, HVAC, vents or appurtenances that are not shown on the approved plans may require additional conditions for screening in accordance with code and as determined by the Town.

- 9. Final Grading Certificate Required** - The Town requires the submittal of a Final Grading Certificate as a *prerequisite to obtaining a Certificate of Occupancy or Temporary Certificate of Occupancy*.
- 10.** The applicant shall submit an as-built drawing of the individual lot which indicates the installed improvements, finished floor elevation(s) and the finished grade site elevation points sufficient to show positive drainage away from the building(s).
- 11.** The applicant shall provide a certification statement by a licensed professional engineer and surveyor, accompanied by their stamp and signature. Please contact the Planning Division to obtain the specific language that is required.
- 12. Signage Not Included** - Approval of this site plan **DOES NOT INCLUDE SIGNAGE**. All signage for this site and building will be required to meet the Town of Parker Sign Code Chapter 13.09 and will require a separate sign permit application submittal.

XI. ATTACHMENTS
Site Plan

Report Approved By: Bryce Matthews, Assistant Director-Planning

CIVIC CENTER F1 EXEMPTION PLAT L1 - PARKING GARAGE

SITE PLAN

PARKER, COLORADO

SITUATED IN THE NORTHEAST 1/4 OF SECTION 22 AND THE NORTHWEST 1/4 OF SECTION 23,
TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO.

LEGAL DESCRIPTION:

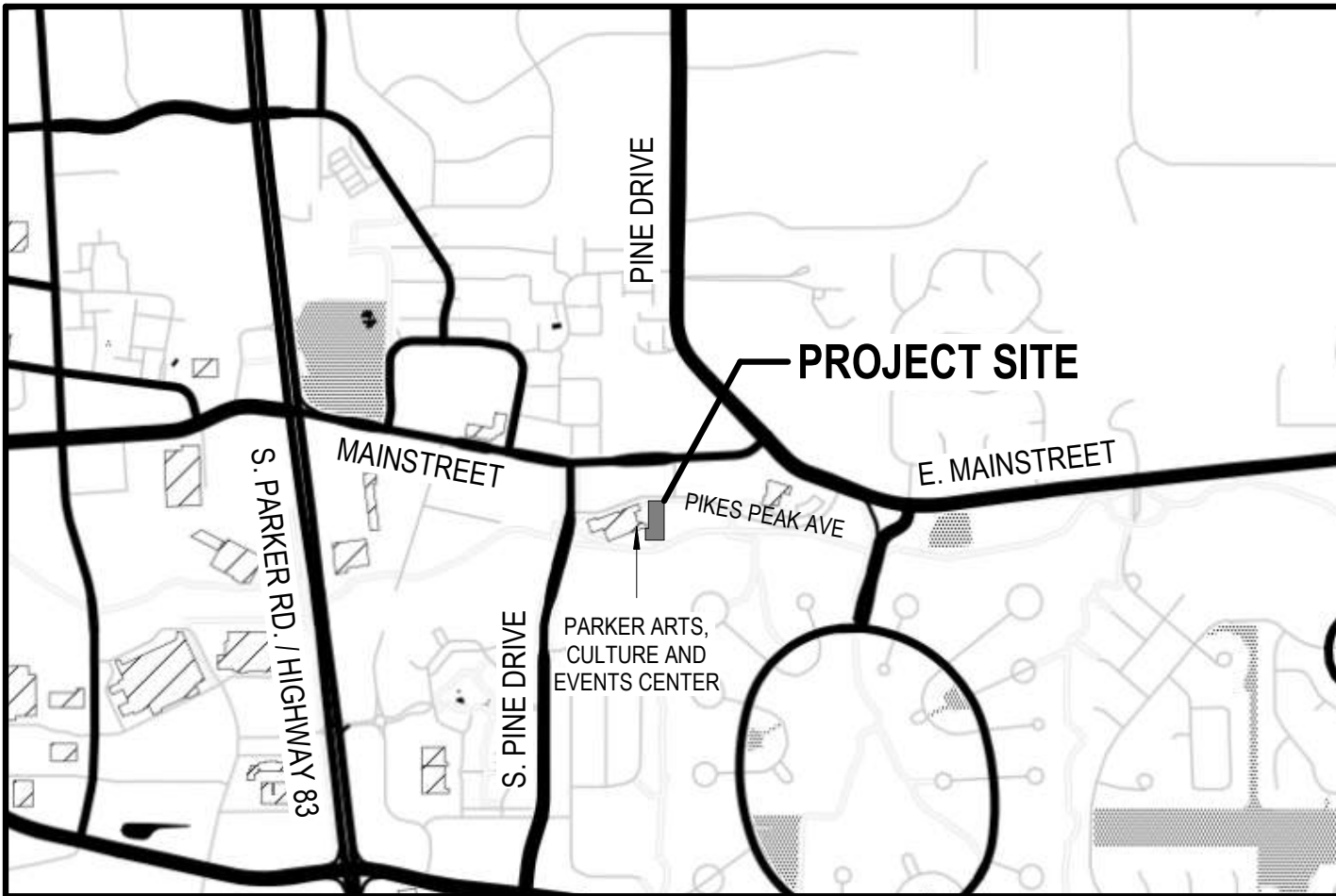
DESCRIBED AS FOLLOWS:
LOT 1, CIVIC CENTER FILING NO. 1, SUBDIVISION EXEMPTION PLAT,
COUNTY OF DOUGLAS, STATE OF COLORADO.

BASIS OF BEARINGS:

BEARINGS ARE BASED ON THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN BASED ON MODIFIED STATE PLANE COORDINATES, BEING MONUMENTED AT THE NORTHEAST CORNER OF SECTION 22 BY A FOUND NO. 6 REBAR WITH NO CAP DOWN 0.7 FEET IN A RANGE BOX, AND BEING MONUMENTED AT THE QUARTER CORNER COMMON TO SECTIONS 22 AND 23 BY A FOUND 3.25" BRASS CAP UP 0.5 FEET ON A 2-3/8 INCH-DIAMETER PIPE, STAMPED: LS 13155 T6S R66W 1/4 S22(S23 1993, BEARING SOUTH 00°25'02" EAST.

BENCHMARK:

THE PROJECT BENCHMARK IS A DOUGLAS COUNTY GIS BRASS CAP #1085042, LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF PACE CENTER DRIVE AND PIKES PEAK DRIVE IN LANDSCAPING, HAVING AN NAVD88 ELEVATION OF: 1794.956 METERS (5889.08 FEET).



VICINITY MAP
PROJECT ADDRESS:
20000A PIKES PEAK AVENUE
SCALE: 1" = 1200' - 0"

SITE PLAN SHEET INDEX	
Sheet Number	Sheet Name
SHEET 1 of 25	COVER SHEET
SHEET 2 of 25	EXISTING CONDITIONS MAP
SHEET 3 of 25	SITE PLAN
SHEET 4 of 25	OVERALL GRADING PLAN
SHEET 5 of 25	TREES & SHRUBS CONSERVATION PLAN
SHEET 6 of 25	LANDSCAPE PLAN
SHEET 7 of 25	LANDSCAPE DETAILS
SHEET 8 of 25	IRRIGATION NOTES & SCHEDULE
SHEET 9 of 25	IRRIGATION PLAN
SHEET 10 of 25	IRRIGATION DETAILS
SHEET 11 of 25	IRRIGATION DETAILS
SHEET 12 of 25	IRRIGATION DETAILS & CHARTS
SHEET 13 of 25	BUILDING CODE SUMMARY
SHEET 14 of 25	FIRE LIFE SAFETY DIAGRAMS
SHEET 15 of 25	FIRE LIFE SAFETY PLANS
SHEET 16 of 25	FIRE LIFE SAFETY PLANS
SHEET 17 of 25	BUILDING FLOOR PLANS
SHEET 18 of 25	BUILDING ELEVATIONS
SHEET 19 of 25	BUILDING ELEVATIONS
SHEET 20 of 25	BUILDING 3D VIEWS
SHEET 21 of 25	PHOTOMETRIC PLAN
SHEET 22 of 25	PHOTOMETRIC PLAN
SHEET 23 of 25	LIGHTING DETAILS
SHEET 24 of 25	LIGHTING DETAILS
SHEET 25 of 25	LIGHTING DETAILS

SITE STATISTICS		
ZONE DISTRICT	GREATER DOWNTOWN - HISTORIC CENTER	
GENERAL ZONE LOT INFORMATION ZONE LOT SIZE (GROSS AREA)	SQ. FT. (SF)	ACRES (AC)
	60,984 SF	1.4 AC
STREET DESIGNATION: PRIMARY STREET SIDE STREET	PIKES PEAK AVENUE -	
PROPOSED USE(S)	PARKING GARAGE - PUBLIC & PRIVATE PERMITTED	
GROSS FLOOR AREA	106,334 SF	
DESIGN ELEMENTS	REQUIRED	PROVIDED
	BUILDING HEIGHT, MAX (STORIES) 4 MAX 60' MAX	4 48'
SETBACKS: FRONT SIDE REAR	REQUIRED	PROVIDED
	0' NONE NONE	11' - 5' 50' - 6' 22' - 6'
PARKING	PROVIDED	
ACCESSIBLE ACCESSIBLE VAN STANDARD	9 2 285 296 TOTAL SPACES	
ELECTRIC VEHICLE (EV) SPACE TYPE:		
EVSE INSTALLED - ACCESSIBLE VAN		1
EVSE INSTALLED - STANDARD		9
EV READY		9
NOTE: EV SPACES ARE INCLUSIVE OF THE TOTAL PROVIDED		
BICYCLE (UNCOVERED)	10	

ELEVATION OPENINGS SUMMARY

PER BUILDING CODE, IBC SECT. 406.5.2 OPENINGS - FOR NATURAL VENTILATION PURPOSES, THE EXTERIOR SIDE OF THE STRUCTURE SHALL HAVE UNIFORMLY DISTRIBUTED OPENINGS ON TWO OR MORE SIDES.

REFERENCE SHEETS 16 & 17 FOR ELEVATIONS.

REQUIREMENT FACTOR				
OPEN AREA (MIN.)	20% PER LEVEL			
OPEN LINEAR (MIN. LENGTH)	40% PER LEVEL			
	OVERALL ELEVATIONS			
LEVEL 1				
OVERALL WALL AREA OPEN AREA	REQUIRED		PROVIDED	
	SQ. FT.	%	SQ. FT.	%
	6,666		6,666	
	1,333	20%	1,337	20%
	FEET	%	FEET	%
	765' - 8"		765' - 8"	
OPEN AREA LENGTH	153' - 2"	40%	392' - 4"	51%
LEVEL 2				
OVERALL WALL AREA OPEN AREA	REQUIRED		PROVIDED	
	SQ. FT.	%	SQ. FT.	%
	7,950		7,950	
	1,590	20%	1,591	20%
	FEET	%	FEET	%
	765' - 8"		765' - 8"	
OPEN AREA LENGTH	153' - 2"	40%	368' - 4"	48%
LEVEL 3				
OVERALL WALL AREA OPEN AREA	REQUIRED		PROVIDED	
	SQ. FT.	%	SQ. FT.	%
	7,950		7,950	
	1,590	20%	1,591	20%
	FEET	%	FEET	%
	765' - 8"		765' - 8"	
OPEN AREA LENGTH	153' - 2"	40%	368' - 4"	48%

FIRE CODE REVIEW / SIGNATURE

ALL FIRE HYDRANTS SHALL BE INSTALLED ACCORDING TO WATER UTILITY STANDARDS. THE NUMBER AND LOCATIONS OF THE FIRE HYDRANTS AS SHOWN ON THE OVERALL UTILITY PLAN ARE CORRECT AS SPECIFIED BY THE TOWN OF PARKER, COMMUNITY DEVELOPMENT DEPARTMENT.

FIRE CODE OFFICIAL OR DESIGNATED REPRESENTATIVE DATE

(NOTE - UNDERGROUND FIRE LINE (UFL) SUBMITTAL DOCUMENTS MUST MEET THE REQUIREMENTS OF NFPA 24 WHEN SUBMITTING FOR REVIEW.)

OWNER:



TOWN OF PARKER
20120 E. MAINSTREET
PARKER, CO 80138
CONTACT: BRYCE MATTHEWS
PHONE: 303.805.3334
EMAIL: bmatthews@parkeronline.org

DEVELOPER:



CONFLUENCE COMPANIES
430 INDIANA STREET, SUITE 200
GOLDEN, CO 80401
CONTACT: ANTHONY DeSIMONE
PHONE: 303.643.5799
EMAIL: tony@confluenceco.com

CIVIL ENGINEER:



HARRIS KOCHER SMITH
1120 LINCOLN STREET, SUITE 1000
DENVER, CO 80203
CONTACT: JOHN O'ROURKE
PHONE: 303.513.0277
EMAIL: jorourke@hkseng.com

ARCHITECT:



CRAINE ARCHITECTURE
2490 WELTON STREET
DENVER, CO 80205
CONTACT: BRAD GASSMAN
PHONE: 720.457.2012
EMAIL: brad@crainearch.com

LANDSCAPE ARCHITECT:



WENK ASSOCIATES
1130 31ST STREET, SUITE 101
DENVER, CO 80205
CONTACT: TOM KLEIN
PHONE: 303.628.0003
EMAIL: TKlein@wenkla.com

PHOTOMETRIC:



GIVEN & ASSOCIATES, INC.
735 S XENON CT, SUITE 201
LAKEWOOD, CO 80228
CONTACT: JON WAGNER
PHONE: 303.716.1270
EMAIL: jonw@givenandassociates.com

COVER SHEET

SHEET 1 of 25

SUBMITTAL 4 5/29/2024

CIVIC CENTER F1 EXEMPTION PLAT L1 - PARKING GARAGE
TOWN OF PARKER PROJECT NO: SDP23-073

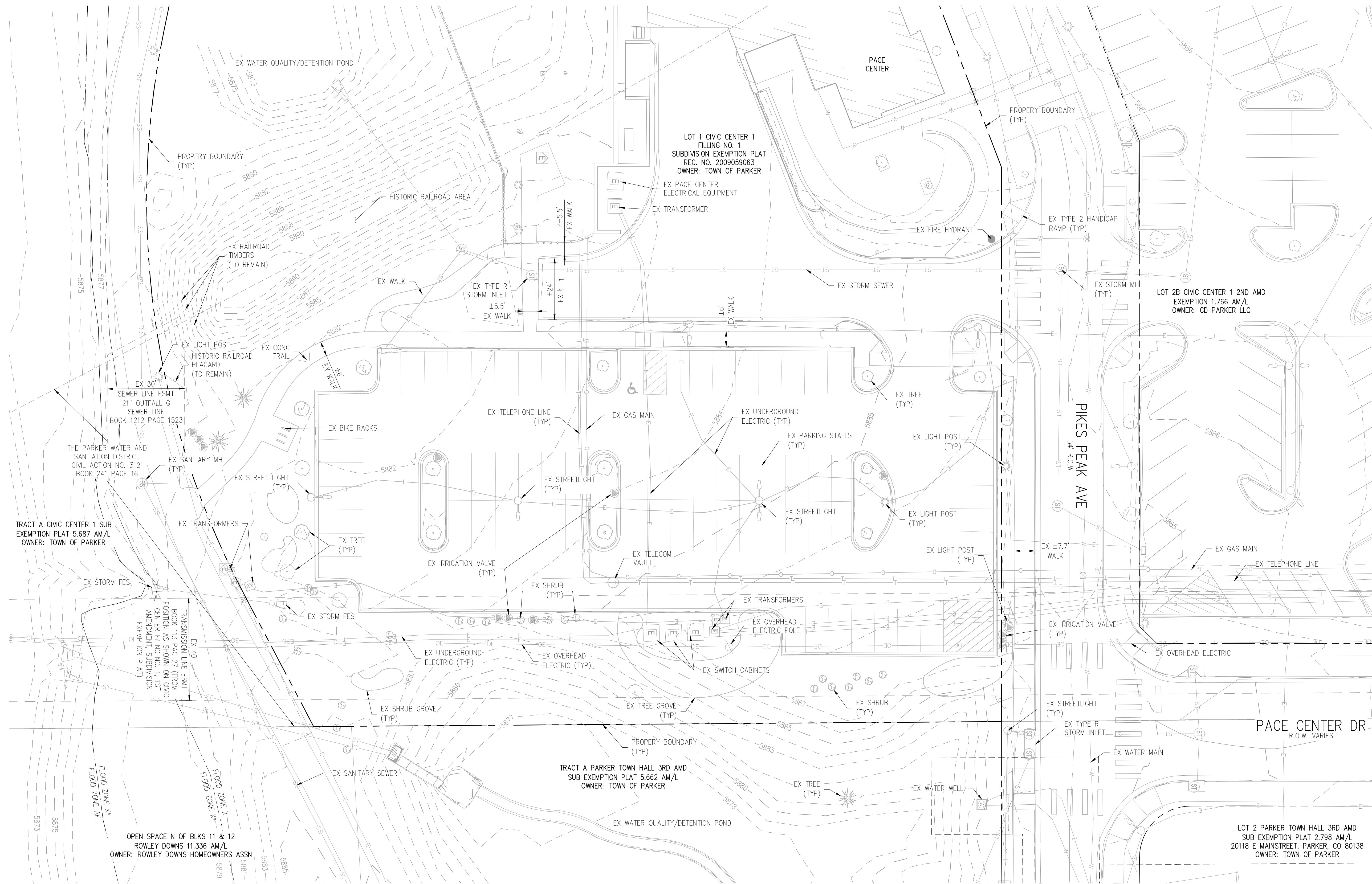
NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF HARRIS KOCHER SMITH.

Project: P-20230201/ENGINEERING/SDP-EXISTING CONDITIONS PLANNING LAYOUT
Format: 11x17 05/29/2024 2:15PM By: Rick Dalley

CIVIC CENTER F1 EXEMPTION PLAT L1 - PARKING GARAGE

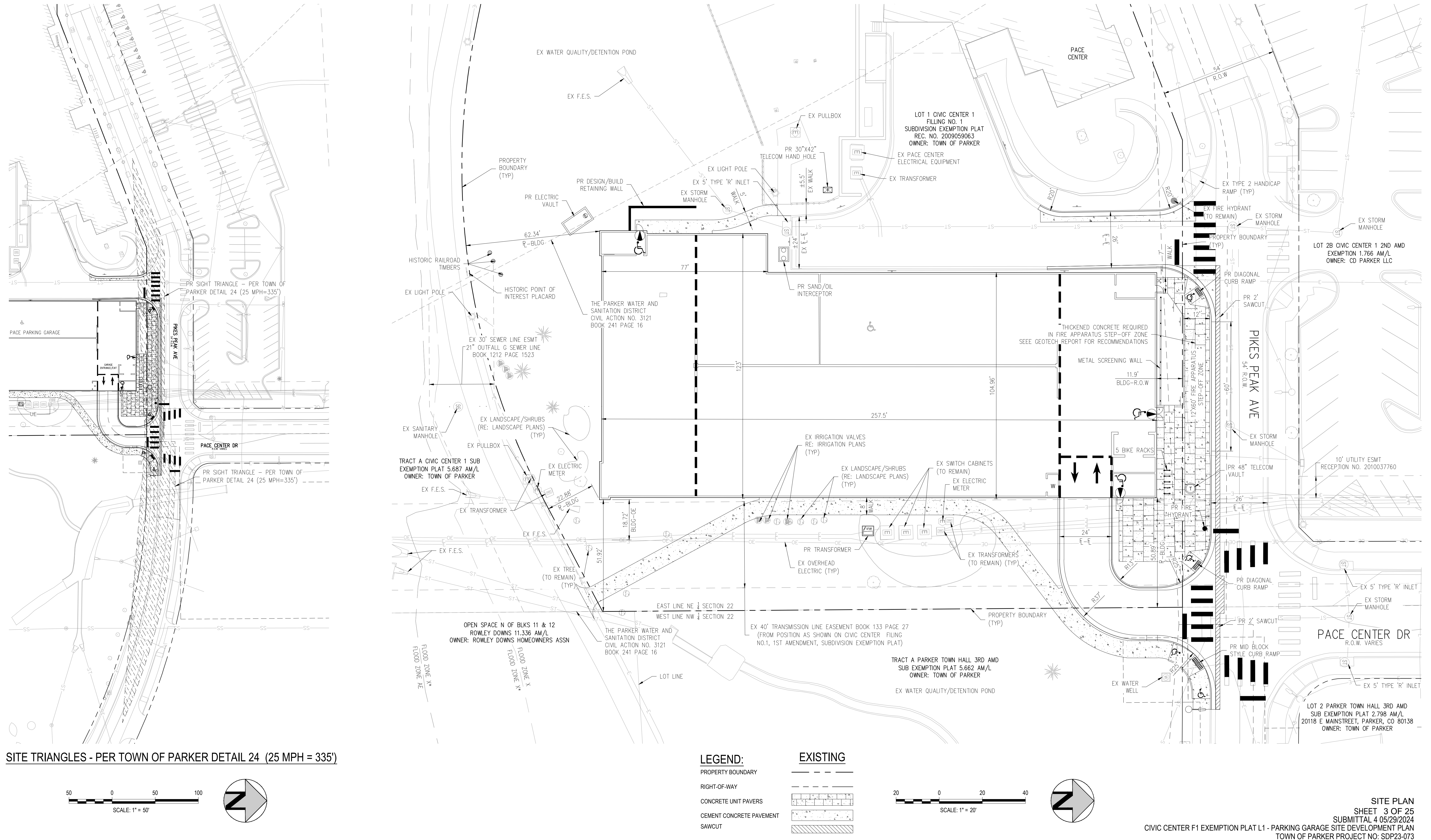
SITUATED IN THE NORTHEAST 1/4 OF SECTION 22 AND THE NORTHWEST 1/4 OF SECTION 23,
TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

SITE DEVELOPMENT PLAN

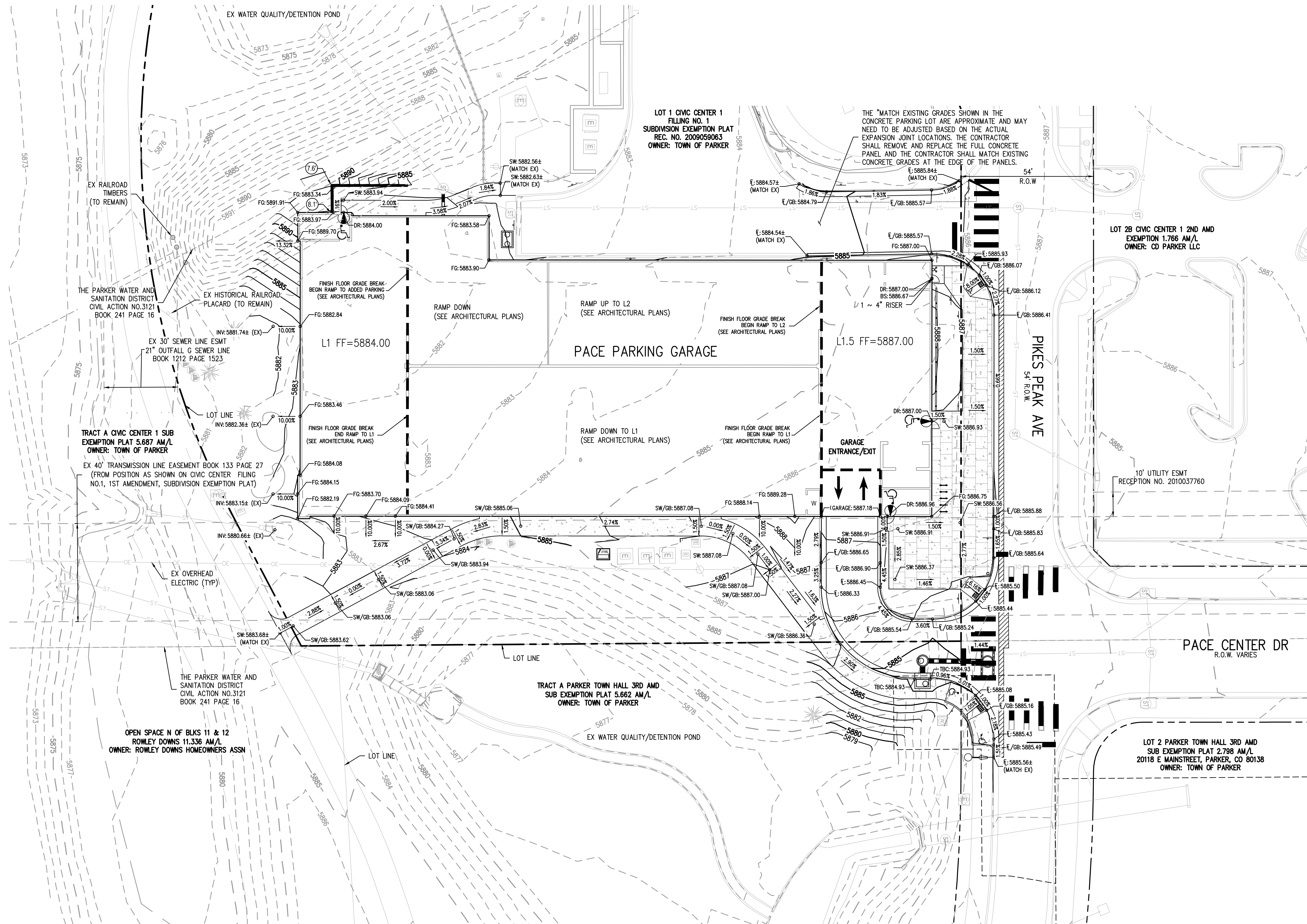


PROJECT # 230201

Filepath: P:\2023\230201\ENGINEERING\SDP\SDP - SITE PLANDWG Layout LAYOUT1
6 XREFs: e-base, e-legal, e-util, p-base, p-legal, p-util
Plotted: THU 10/5/2024 7:21:34P By: Rick Deffen



CIVIC CENTER F1 EXEMPTION PLAT L1 - PARKING GARAGE
SITUATED IN THE NORTHEAST 1/4 OF SECTION 22 AND THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP
6 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO
SITE DEVELOPMENT PLAN



LEGEND:	EXISTING	PROPOSED
(NOTE THAT SYMBOLS MAY BE SCALED LARGER THAN ACTUAL SIZE FOR CLARITY)		
PROPERTY BOUNDARY		
RIGHT-OF-WAY		
CONTOURS		
STORM SEWER, MANHOLE, INLET, & FES		
SETBACK		
FOUNDATION STEP		

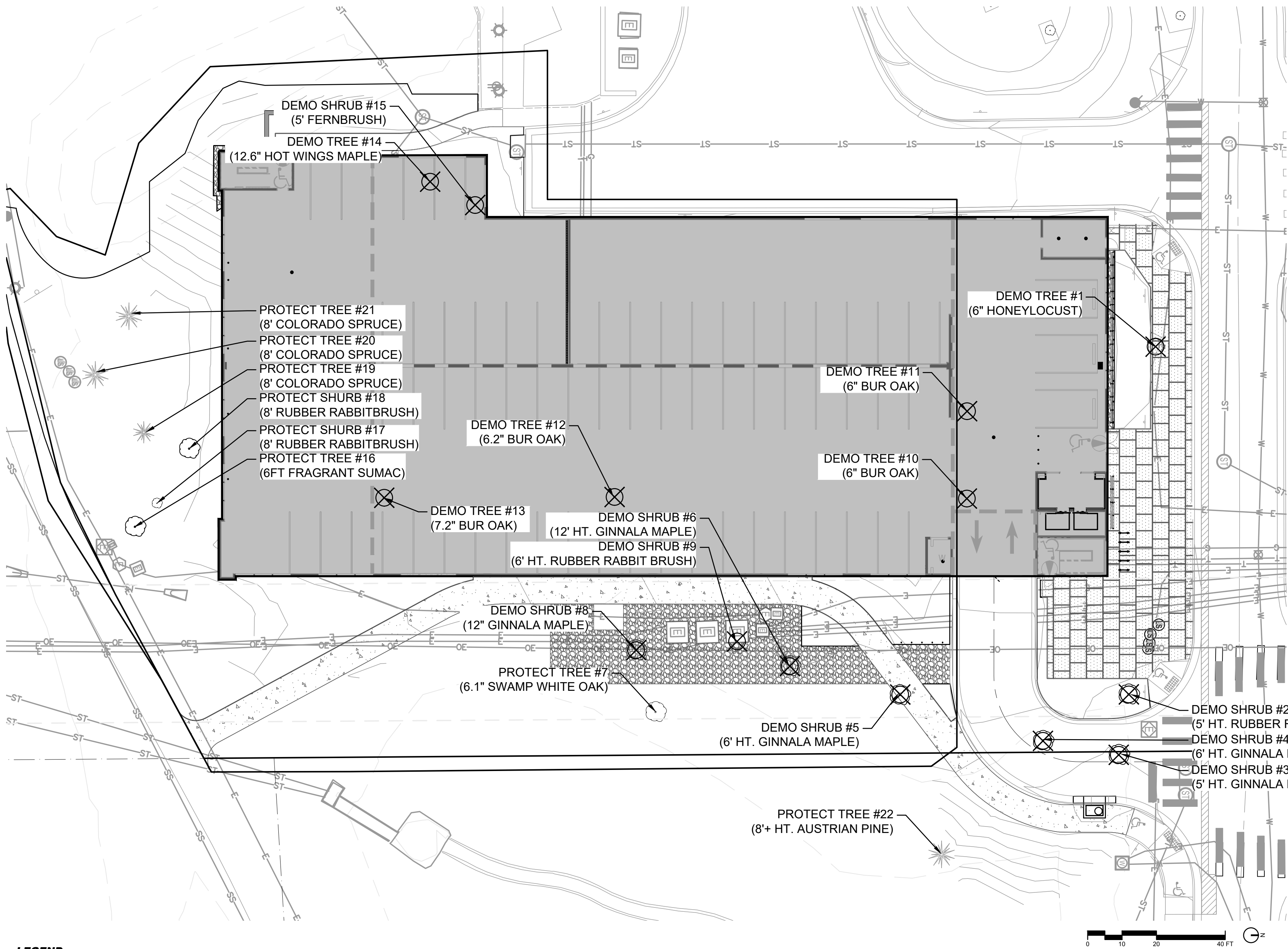
NOTES:
1. RETAINING WALLS GREATER THAN 4-FEET FROM BASE OF FOOTING OR BOTTOM COURSE REQUIRES SEPARATE BUILDING PERMITS AND PLANS MUST BE STAMPED BY A QUALIFIED PROFESSIONAL. TIERED, STAGGERED, STEPPED BACK RETAINING WALLS ALL REQUIRE SEPARATE PERMITS NO MATTER THE HEIGHT OF THE INDIVIDUAL WALL.

CIVIC CENTER F1 EXEMPTION PLAT L1 - PARKING GARAGE

SITE PLAN

PARKER, COLORADO

SITUATED IN THE NORTHEAST 1/4 OF SECTION 22 AND THE NORTHWEST 1/4 OF SECTION 23,
TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO.



LEGEND	
	STANDARD CONCRETE PAVING
	INTEGRAL COLOR CONCRETE WITH DECORATIVE JOINTING PER MAIN STREET STANDARDS
	ROCK MULCH WITH LANDSCAPE FABRIC BELOW
	CONCRETE CURB
	SITE WALL
	BIKE RACKS
	EXISTING TREES
	PROPOSED TREES

TOTAL TREE COUNT				
#	SPECIES	SIZE	HEIGHT	NOTES
1	HONEYLOCUST	6		DEMO
2	RUBBER RABBITBRUSH		5 FT	DEMO
3	GINNALA MAPLE		5 FT	DEMO
4	GINNALA MAPLE		6 FT	DEMO
5	GINNALA MAPLE		6 FT	DEMO
6	GINNALA MAPLE		12 FT	DEMO
7	SWAMP WHITE OAK	6.1		PRESERVE
8	GINNALA MAPLE		12 FT	DEMO
9	RUBBER RABBITBRUSH		6 FT	DEMO
10	BUR OAK	6		DEMO
11	BUR OAK	6		DEMO
12	BUR OAK	6.2		DEMO
13	BUR OAK	7.5		DEMO
14	HOT WINGS MAPLE	12.6		DEMO
15	FERNBRUSH		5 FT	DEMO
16	FRAGRANT SUMAC		6 FT	DEMO
17	RUBBER RABBITBRUSH		8 FT	PRESERVE
18	RUBBER RABBITBRUSH		8 FT	PRESERVE
19	COLORADO SPRUCE	3	8FT	PRESERVE
20	COLORADO SPRUCE	7	8FT	PRESERVE
21	COLORADO SPRUCE	7	8FT	PRESERVE
22	COLORADO SPRUCE		8FT +	PRESERVE

TREES TO BE DEMO						
#	SPECIES	SIZE (CALIPER)	HEIGHT (FT)	VALUE (\$)	CONDITION	MITIGATION REQUIREMENT
1	HONEYLOCUST	6		\$1,939.00	74%	1 TREE
2	RUBBER RABBITBRUSH		5 FT	\$147.00	60%	4 SHRUBS
3	GINNALA MAPLE		5 FT	\$495.00	62%	2 SHRUBS
4	GINNALA MAPLE		6 FT	\$1,238.00	62%	5 SHRUBS
5	GINNALA MAPLE		6 FT	\$1,733.00	58%	7 SHRUBS
6	GINNALA MAPLE		12 FT	\$1,238.00	58%	5 SHRUBS
8	GINNALA MAPLE		12 FT	\$1,733.00	62%	7 SHRUBS
9	RUBBER RABBITBRUSH		6 FT	\$734.00	56%	20 SHRUBS
10	BUR OAK	6		\$1,994.00	68%	1 TREE
11	BUR OAK	6		\$2,115.00	74%	1 TREE
12	BUR OAK	6.2		\$2,000.00	64%	1 TREE
13	BUR OAK	7.5		\$2,830.00	70%	1 TREE
14	HOT WINGS MAPLE	12.6		\$2,737.00	76%	1 TREE
15	FERNBRUSH		5 FT	\$92.00	70%	3 SHRUBS

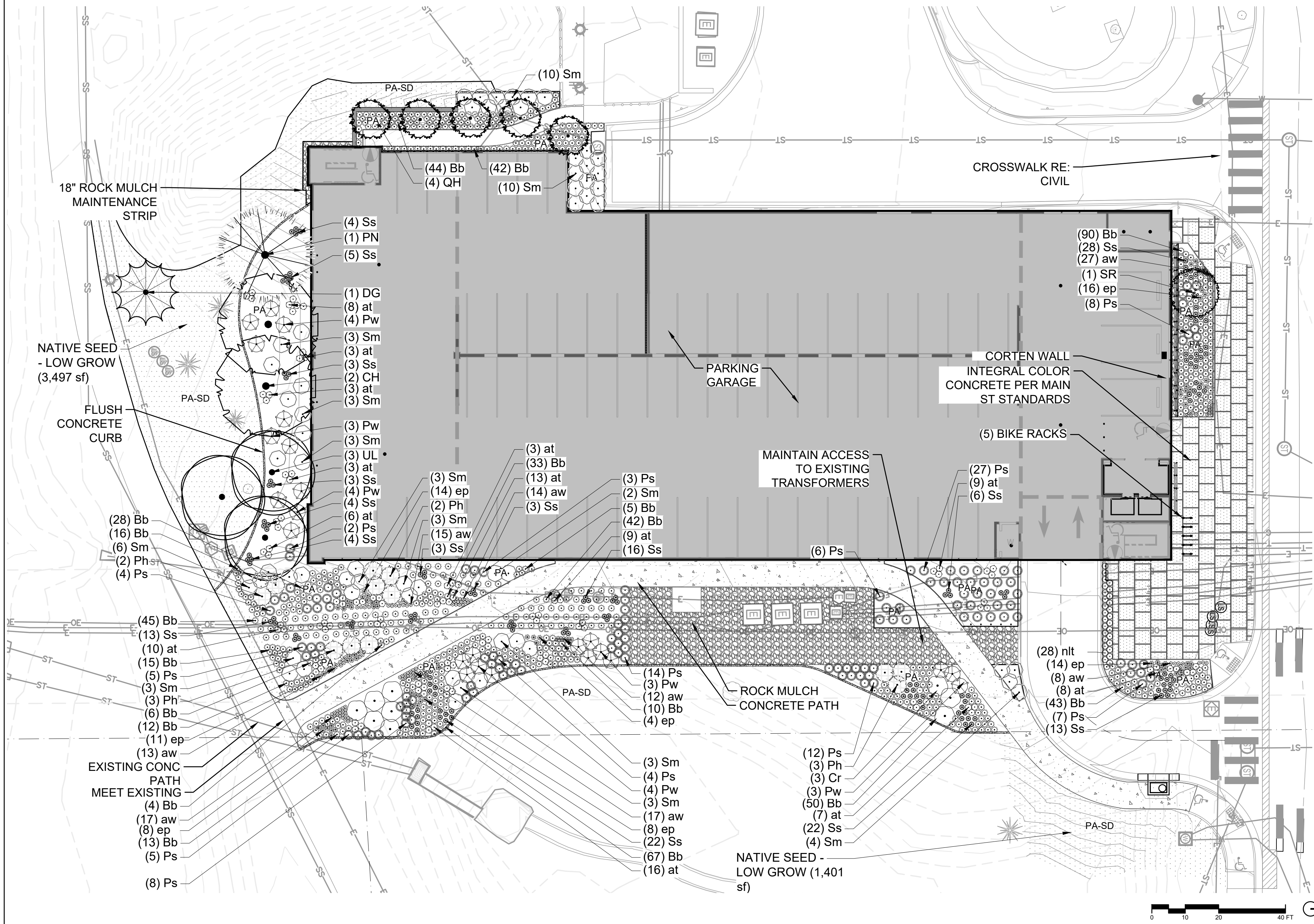
TREE MITIGATION NOTE:
1. 6 REMOVED TREES AND 8 REMOVED SHRUBS
2. MITIGATION REQUIRES 6 TREES AND 53 SHRUBS
3. PROPOSED PLANS INCLUDE 13 TREES AND 99 SHRUBS
4. SAVATREE CONSULTING GROUP HAS CONFIRMED TREE SPECIES & SIZES
5. TREE VALUATION PROVIDED BY SAVATREE CONSULTING GROUP
FEBRUARY 2024

CIVIC CENTER F1 EXEMPTION PLAT L1 - PARKING GARAGE

SITE PLAN

PARKER, COLORADO

SITUATED IN THE NORTHEAST 1/4 OF SECTION 22 AND THE NORTHWEST 1/4 OF SECTION 23,
TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO.



TREE SCHEDULE				
CODE	QTY	BOTANICAL / COMMON NAME	CONT	CAL
TREES				
CH	2	CATALPA SPECIOSA 'HIAWATHA 2' / HEARTLAND® NORTHERN CATALPA	B & B	2.5" CAL
PN	1	PINUS NIGRA / AUSTRIAN PINE	B & B	2.5" CAL
DG	1	PSEUDOTSUGA MENZIESII / DOUGLAS FIR	B & B	2.5" CAL
QH	5	QUERCUS ROBUR 'CRIMSON SPIRE' / ENGLISH OAK	B & B	2.5" CAL
SR	1	SYRINGA RETICULATA / JAPANESE TREE LILAC	B & B	2.5" CAL
UL	3	ULMUS JAPONICA X WILSONIANA 'MORTON' TM / ACCOLADE ELM	B & B	2.5" CAL

PLANT SCHEDULE				SIZE
SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	
SHRUBS				
	Cr	9	CHRYSOTHAMNUS NAUSEOSUS / RUBBER RABBITBRUSH	1 GAL
	Pw	24	PICEA PUNGENS 'WALDBRUNN' / WALDBRUNN DWARF COLORADO SPRUCE	5 GAL
	Ph	12	PINUS SYLVESTRIS 'HILLSIDE CREEPER' / HILLSIDE CREEPER SCOTCH PINE	5 GAL
	Sm	60	SYMPHORICARPOS X DOORENBOSII 'MAGIC BERRY' / MAGIC BERRY SNOWBERRY	5 GAL

ORNAMENTAL GRASSES				
	Bb	681	BOUTELLOUA GRACILIS 'BLONDE AMBITION' / BLONDE AMBITION BLUE GRAMA GRASS	1 GAL
	Ps	121	PANICUM VIRGATUM 'SHENANDOAH' / SHENANDOAH SWITCH GRASS	5 GAL
	Ss	151	SCHIZACHYRIUM SCOPARIUM 'STANDING OVATION' / STANDING OVATION LITTLE BLUESTEM	1 GAL
PERENNIALS				
	at	106	ASCLEPIAS TUBEROSA / BUTTERFLY MILKWEED	1 GAL
	aw	127	ASTER DUMOSUS 'WOOD'S LIGHT BLUE' / WOOD'S LIGHT BLUE ASTER	1 GAL
	ep	77	ECHINACEA PURPUREA / PURPLE CONEFLOWER	1 GAL
	nlt	28	NEPETA X 'PSFIKE' TM / LITTLE TRUDY CATMINT	1 GAL

NATIVE SEED - LOW GROW		5,919 SF
SITE AREA LANDSCAPE COMPLIANCE CHART		
Site Areas	Area (ac)	%
Total Area	3.74	100
Non-landscape Area	0.96	26
Landscape Area	2.78	74

NOTE: SEE LANDSCAPE DETAILS
SHEET 7 FOR SEED MIXES

LEGEND	
	STANDARD CONCRETE PAVING
	INTEGRAL COLOR CONCRETE WITH DECORATIVE JOINTING PER MAIN STREET STANDARDS
	ROCK MULCH WITH LANDSCAPE FABRIC BELOW
	PLANTING AREA WITH 2" C.O. ROSE ROCK MULCH
	NATIVE SEEDING AREA. INSTALLATION PER TOWN OF PARKER SPECIFICATIONS.
	CONCRETE CURB
	SITE WALL
	BIKE RACKS
	EXISTING TREES
	PROPOSED TREES

OVERHEAD TRANSMISSION LINES AND STRUCTURES

- No trees shall be planted withing transmission line rights-of-way.
- Shrubs, ground covers, and flowerbeds may be planted up to the base of poles and structures. However, plant material may be destroyed during operations and maintenance of lines. Damaged or destroyed material will not be replaced.

UNDERGROUND DISTRIBUTION LINES AND EQUIPMENT

- All trees should be planted at least 10 feet from equipment.
- Shrubs, ground covers, and flowerbeds may be planted up to 3 feet from equipment except at least 10" shall be kept clear in front of all transformer and switch doors. However, plant material may be destroyed during operations and maintenance of lines. Damaged or destroyed material will not be replaced.

Required Permitter Landscaping						
Requirements		Required		Provided	Details	
(a)	One (1) tree and five (5) shrubs shall be provided for each 40 lineal feet of edge at the Perimeter of site.	12	Trees	12	Trees	Perimeter Edge Length (lf) 460
		58	Shrubs	42	Shrubs	Five (5) Gallon Grass Substitutions 16 Five (5) gal
* One (1) tree may be substituted for ten (10) shrubs when approved during the site plan process. One (1) ornamental grass in a five-gallon container or three (3) ornamental grasses in one-gallon containers may be substituted for one (1) shrub.						
(b)	Of the amount of trees required, a minimum of forty percent (40%) and a maximum of sixty percent (60%) of the trees shall be evergreen to be consistent with the local ecology and provide year-round color.	5	min	2	Trees	
		7	max			
Required Landscaping						
Requirements		Required		Proposed	Details	
(a)	A minimum of one (1) tree and five (5) shrubs shall be provided per 1,500	18,165	sf	19,362	sf	Lot Area (sf) 121,096.80
			12 Trees		13 Trees	
			61 Shrubs		99 Shrubs	
* One (1) tree may be substituted for ten (10) shrubs when approved during the site plan process. One (1) ornamental grass in a five-gallon container or three (3) ornamental grasses in one-gallon containers may be substituted for one (1) shrub.						

CIVIC CENTER F1 EXEMPTION PLAT L1 - PARKING GARAGE

SITE PLAN

PARKER, COLORADO

SITUATED IN THE NORTHEAST 1/4 OF SECTION 22 AND THE NORTHWEST 1/4 OF SECTION 23,
TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO.

LANDSCAPE NOTES:

1. PLANT MATERIAL SPECIFICATIONS.

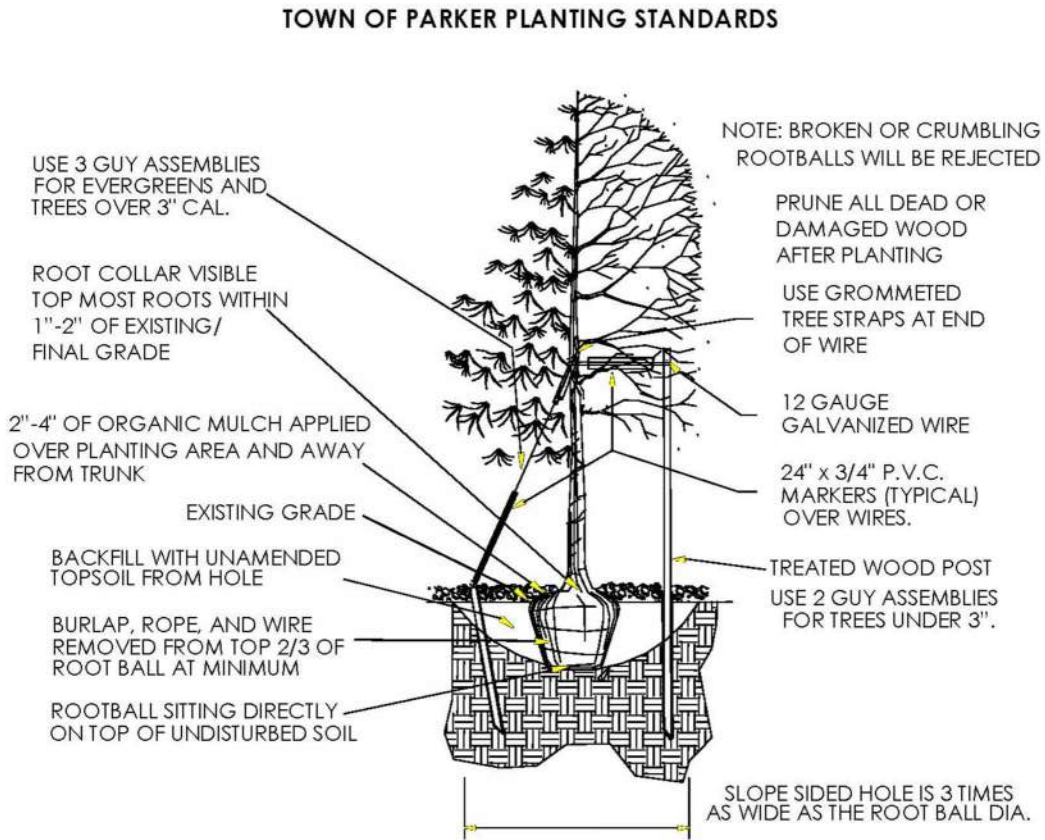
- 1.1. (1)PLANT MATERIALS SHALL BE SELECTED FROM THE TOWN'S RECOMMENDED PLANT LIST. SPECIES NOT INCLUDED IN THE RECOMMENDED PLANT LIST MAY BE SUBMITTED FOR CONSIDERATION, SO LONG AS THE SPECIES IS NOT ON THE EXCLUDED LIST. ALL PLANTS SHALL MEET OR EXCEED THE PLANT QUALITY AND SPECIES STANDARDS OF THE AMERICAN STANDARD FOR NURSERY STOCK ANSI Z60.1-2004, AS AMENDED. SELECTED PLANT MATERIALS SHALL BE HEALTHY AND SHALL BE NURSERY-GROWN AND ADAPTED TO THE LOCAL AREA. ARTIFICIAL PLANT MATERIALS ARE PROHIBITED WITHIN LANDSCAPED AREAS; THIS INCLUDES SYNTHETIC TURF.
- 1.2. (2)ALL PLANT MATERIALS MUST MEET THE FOLLOWING REQUIREMENTS:
 - 1.2.1. A.DECIDUOUS SHADE TREES: BETWEEN 2-INCH CALIPER AND 2½-INCH CALIPER (MEASURED SIX [6] INCHES ABOVE THE GROUND).
 - 1.2.2. B.ORNAMENTAL AND FLOWERING TREES: BETWEEN 1½-INCH CALIPER AND 2-INCH CALIPER (MEASURED SIX [6] INCHES ABOVE THE GROUND).
 - 1.2.3. C.EVERGREENS: BETWEEN SIX (6) FEET TALL AND EIGHT (8) FEET TALL (MEASURED TO MID-POINT OF MOST RECENT YEAR'S GROWTH).D.SHRUBS: FIVE-GALLON CONTAINER (TWO [2] TO THREE [3] FEET IN HEIGHT FOR DECIDUOUS, EIGHTEEN- TO TWENTY-FOUR-INCH SPREAD FOR JUNIPERS, OR AS PROVIDED BY THE AMERICAN STANDARD FOR NURSERY STOCK ANSI Z60.1-2004, AS AMENDED).

2. PLANTING STANDARDS.

- 2.1. LANDSCAPING SHALL COMPLY WITH THE PLANTING STANDARDS AS PROVIDED IN THE TOWN'S PUBLIC WORKS TECHNICAL REFERENCE MANUAL, AS AMENDED.
 - 2.2. PLANT MATERIALS SHALL BE SPACED APPROPRIATELY TO ALLOW ADEQUATE ROOM FOR THE PLANT AT MATURITY.
 - 2.3. TREE PITS AND CUTOUTS MUST MEET THE CRITERIA SET FORTH IN THE TOWN'S PUBLIC WORKS TECHNICAL REFERENCE MANUAL, AS AMENDED.
 - 2.4. LANDSCAPING SHALL BE PROTECTED FROM VEHICLES BY THE PLACEMENT OF WHEEL STOPS, CURBS OR OTHER ACCEPTABLE MEANS, APPROVED BY THE TOWN.
 - 2.5. ALL TREES SHALL BE SPACED APPROPRIATELY FROM LIGHT POLES, SIGNS, STRUCTURES,ETC.
 - 2.6. TREES SHALL NOT BE ELIMINATED THROUGH THE LOCATION OF LIGHT POLES IN PARKING LOT ISLANDS AND WITHIN THE PARKING LOT PERIMETER LANDSCAPING.
- ##### 3. NONLIVING LANDSCAPE MATERIAL STANDARDS.
- 3.1. ARTIFICIAL LANDSCAPE MATERIALS, INCLUDING, FOR EXAMPLE, PLASTIC TREES, SHRUBS AND SYNTHETIC TURF, ARE PROHIBITED WITHIN LANDSCAPED AREAS. FOR ATHLETIC OR RECREATION FACILITIES AT PUBLIC OR PRIVATE SCHOOLS OR TOWN-OWNED PROPERTY, SYNTHETIC TURF MAY BE USED, IF APPROVED BY THE TOWN. USE OF ARTIFICIAL LANDSCAPE MATERIALS MAY BE CONSIDERED FOR LARGE-SCALE, PRIVATE, RECREATIONAL FACILITIES, AS APPROVED BY THE TOWN.
 - 3.2. NONLIVING LANDSCAPE MATERIALS FOR GROUND COVER MAY CONSIST OF BARK, WOOD CHIPS, WOOD SHAVINGS, ROCKS, STONES OR OTHER MATERIALS APPROVED DURING THE SITE PLAN PROCESS.
 - 3.3. NATURAL CEDAR FIBER MULCH SHALL BE INSTALLED OVER AREAS OF PERENNIAL FLOWER AND GROUND COVER PLANTINGS TO A DEPTH OF TWO (3) INCHES.
 - 3.4. ROCK OR STONE SHALL BE TWO (2) TO SIX (6) INCHES IN SIZE AND A MINIMUM DEPTH OF THREE (3) INCHES INSTALLED OVER A BASE OF GEOTEXTILE FABRIC.

4. IRRIGATION REQUIREMENTS.

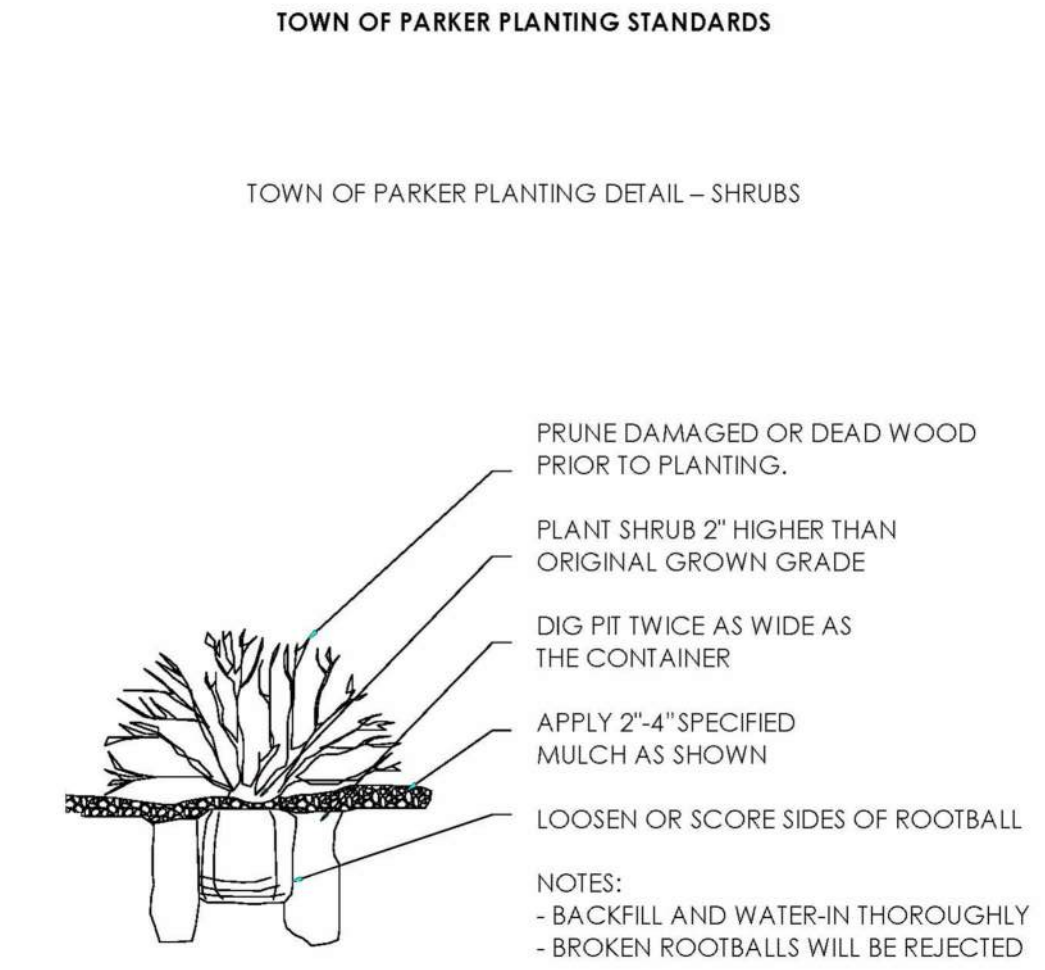
- 4.1. ALL LANDSCAPED AREAS SHALL BE SERVED BY A FUNCTIONING AUTOMATIC IRRIGATION SYSTEM, EXCEPT ON INDIVIDUAL SINGLE-FAMILY RESIDENTIAL LOTS.
- 4.2. LANDSCAPED AREAS IN EXCESS OF FIVE THOUSAND (5,000) SQUARE FEET SHALL HAVE A PROPERLY DESIGNED IRRIGATION SYSTEM PROVIDING FULL COVERAGE TO ALL TURF AND PLANT MATERIAL AREAS FROM ROTARY/GEAR-DRIVE SPRINKLERS, POP-UP AND SURFACE SPRAY SPRINKLERS, BUBBLERS, DRIP OR TRICKLE IRRIGATION, AS APPROPRIATE FOR THE AREA TO BE LANDSCAPED. RESIDENTIAL LANDSCAPED AREAS LESS THAN FIVE THOUSAND (5,000) SQUARE FEET MAY BE IRRIGATED BY HAND, SO LONG AS AN ADEQUATE WATER SOURCE, SUCH AS OUTDOOR HOSE BIBS, IS WITHIN FIFTY (50) FEET OF THE LANDSCAPED AREA.
 - 4.2.1. A.LANDSCAPE PLANTINGS ARE TO BE GROUPED ACCORDING TO WATER NEEDS.
 - 4.2.2. TREES, SHRUBS AND PLANTINGS IN BED AREAS SHALL BE IRRIGATED BY DRIP, BUBBLER SYSTEMS, LOW VOLUME SPRAY HEADS OR SUBSURFACE IRRIGATION SYSTEMS, WHICH MAY INCLUDE THE PRODUCT NETAFIM OR APPROVED EQUIVALENT. SUBSURFACE IRRIGATION SYSTEMS ARE STRONGLY ENCOURAGED DUE TO THEIR EFFICIENCY AND MINIMIZED RUNOFF POTENTIAL.
 - 4.2.3. HIGH-WATER-USE TURF AREAS, WHICH MAY INCLUDE BLUEGRASS, FESCUE OR OTHER HIGH-WATER-USE TURF, MAY BE IRRIGATED USING POP-UP OR ROTARY/GEAR-DRIVE SPRINKLERS. POP-UP HEIGHTS ON SPRINKLER HEADS SHOULD BE ADEQUATE TO CLEAR THE GRASS HEIGHT WHEN EXTENDED.
 - 4.2.4. THE USE OF SUBSURFACE IRRIGATION FOR ALTERNATIVE LOW-WATER-USE TURF GRASS AREAS, WHICH MAY INCLUDE BUFFALO GRASS, BLUE GRAMA OR OTHER LOW-WATER-USE TURF, IS ENCOURAGED.
 - 4.2.5. TEMPORARY OR PERMANENT IRRIGATION MUST BE PROVIDED TO NATIVE GRASS AREAS FOR ESTABLISHMENT IN ORDER TO ASSIST IN COMPLYING WITH THE RE-VEGETATION STANDARDS AS PROVIDED IN THE STORM DRAINAGE AND ENVIRONMENTAL CRITERIA MANUAL, AS AMENDED. TEMPORARY IRRIGATION FOR ESTABLISHMENT OF NATIVE VEGETATION MAY BE INSTALLED ABOVE GROUND AND REMOVED IMMEDIATELY AFTER ESTABLISHMENT IS COMPLETE, OR IN ANY CASE, NO LONGER THAN ONE (1) YEAR.
 - 4.2.6. UNDEVELOPED LOTS PLANNED FOR DEVELOPMENT, ROADWAYS AND/OR OTHER CAPITAL IMPROVEMENT PROJECTS MAY NOT REQUIRE TEMPORARY OR PERMANENT IRRIGATION AS DETERMINED BY THE DEPARTMENT OF ENGINEERING.
- 4.3. IRRIGATION SYSTEMS SHALL BE DESIGNED AND MAINTAINED TO MINIMIZE OVERSPRAY AND RUNOFF ONTO ADJACENT IMPERVIOUS SURFACES, SUCH AS ROADWAYS, SIDEWALKS AND PARKING LOTS.
- 4.4. RAINFALL OR SOIL MOISTURE SENSORS, CHECK VALVES, PRESSURE REDUCERS, WATER-EFFICIENT SPRINKLER HEADS, WHICH MAY INCLUDE HUNTER MP ROTATORS OR APPROVED EQUIVALENT, AND FLOW SENSOR VALVES ARE ALL DESIRABLE TO REDUCE UNNECESSARY WATER USAGE.



- Excavate planting holes with sloping sides. Make excavations at least three times as wide as the root ball diameter and no deeper than the distance from the top most roots in the root ball to the bottom of the root ball to allow for settling. Do not disturb soil at bottom of planting holes, but do score the sides of the planting hole. The planting area shall be loosened and aerated at least three times the diameter of the root ball. Backfill shall consist of existing on site topsoil – no amendments shall be used unless otherwise specified.
- Trees shall be planted with the root collar/flare visible above grade AND two or more structural roots located within the top 1" to 2" of the root ball finished grade measured 3" to 4" from trunk. This includes trees that are set on slopes (see slope planting detail). Trees that do not have a visible root collar shall be rejected. Do not cover the root ball with soil.
- When root ball will remain intact, cut off bottom 1/4 of wire basket before placing tree in hole, cut off remainder of basket AFTER tree is set in hole, remove basket completely. As a minimum, the top 2/3 of the burlap and basket shall be removed from the root ball on all trees. Remove all nylon ties, twine, rope and burlap. Remove unnecessary packing material.
- Form soil into a 3" to 5" tall watering ring (saucer) around planting area. This is not necessary in irrigated turf areas. Apply 2" to 4" depth of specified mulch over planting area and inside saucers, away from trunk.
- Staking and guying of trees is optional in most planting situations. In areas of extreme winds, or on steep slopes, staking may be required to stabilize trees. Staking and guying must be removed within 1 year of planting date.
- Tree wrap is *not* to be used on any new plantings, except in late fall planting situations, and only then after consultation with the Town Arborist.
- Resetting of improperly planted trees will only be allowed if it is determined that doing so will in no way compromise the root ball, and shall only be done with approval of the Town Arborist.

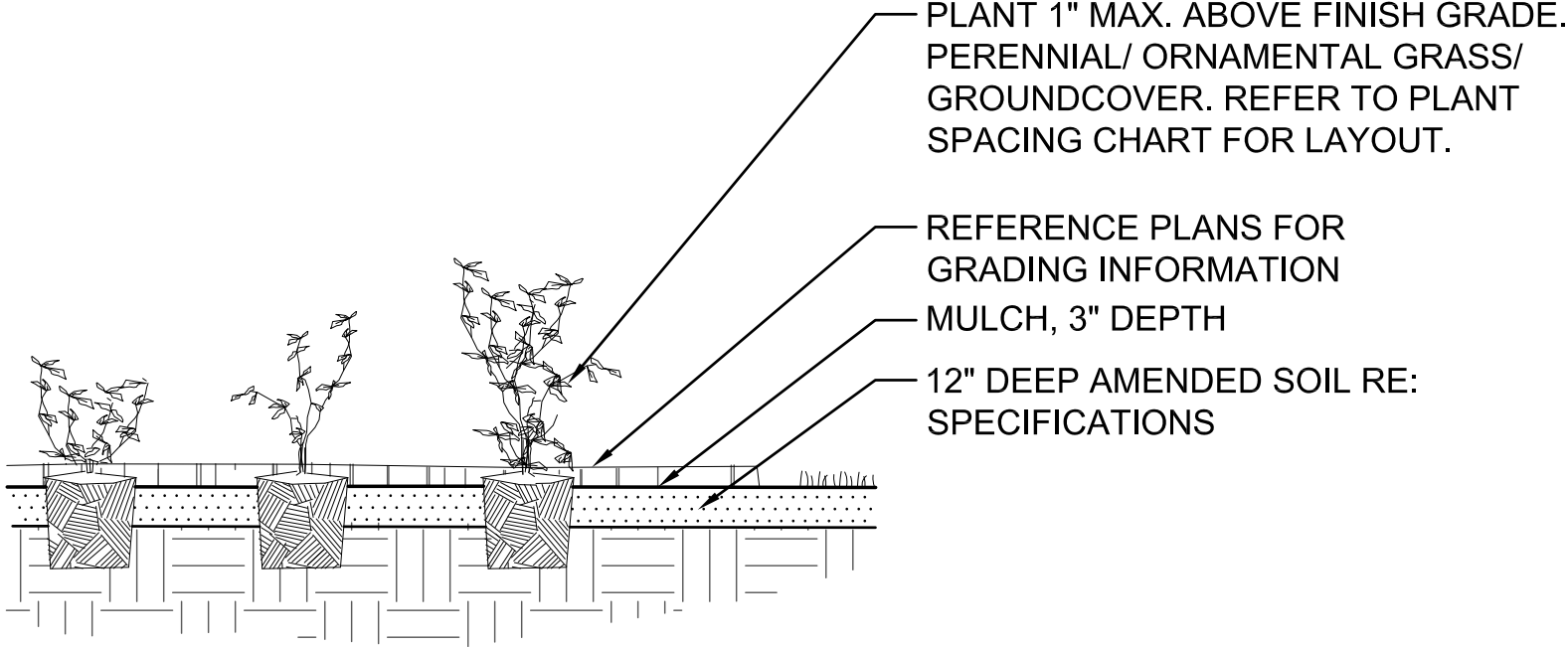
01 TREE PLANTING DETAIL

NTS



02 SHRUB PLANTING DETAIL

NTS

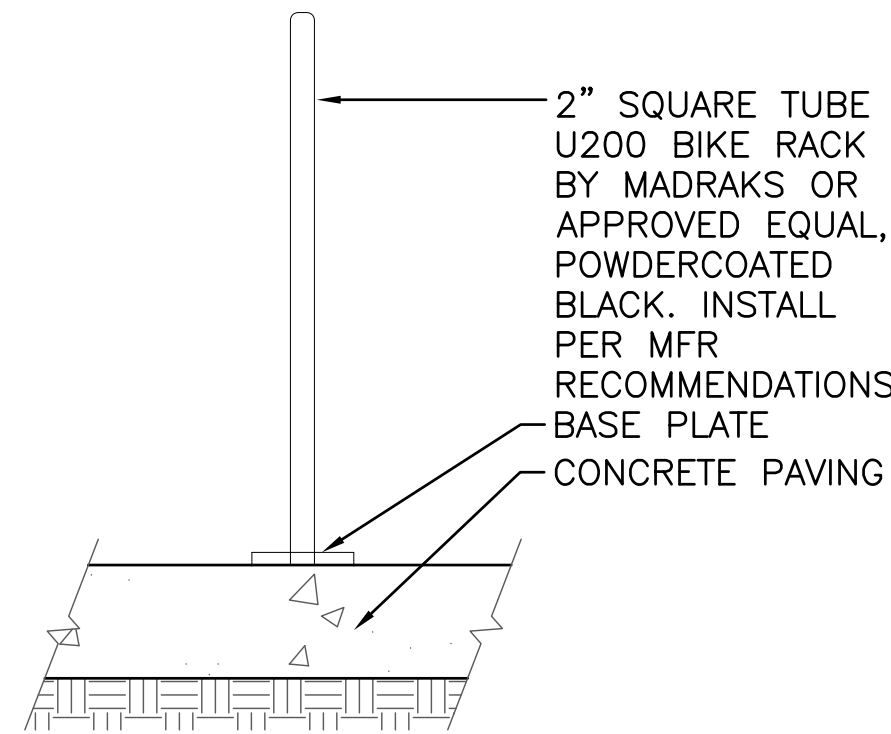
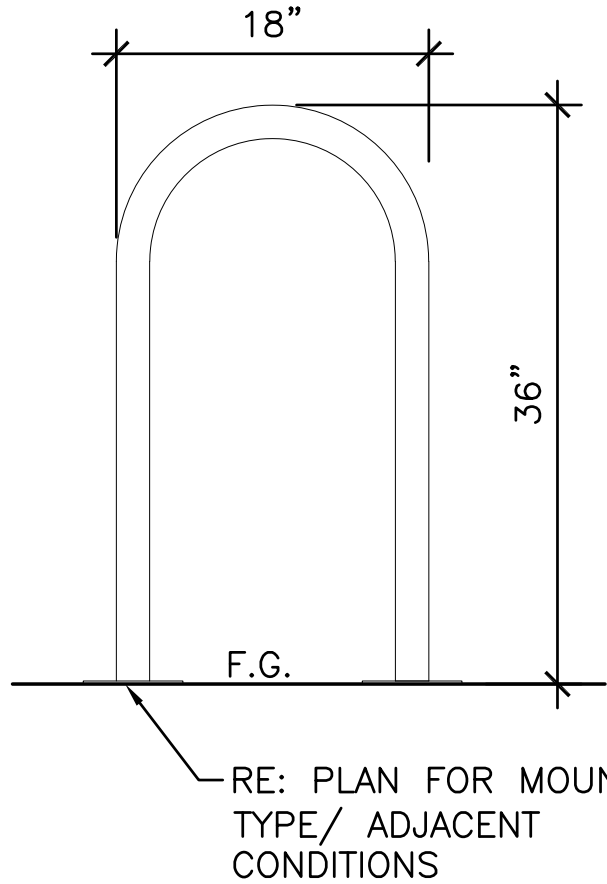


- NOTES:
1. SEE SPECS FOR ADDITIONAL PLANTING REQUIREMENTS.
 2. PLUMB AND ORIENT PLANTS FOR BEST APPEARANCE.
 3. CAREFULLY REMOVE CONTAINER AND SCORE ROOT BALL.

03 PERENNIAL AND ORNAMENTAL GRASS PLANTING DETAIL

NTS

NATIVE SEEDING - LOW GROW							
Scientific Name	Variety*	Common Name	Growth Form	PLS lbs/ac	% by weight	PLS/sq ft	% of PLS/ sq ft
Graminoids							
<i>Bouteloua curtipendula</i>	Vaughn	Sideoats grama	bunch	4.00	25	18	18
<i>Bouteloua dactyloides</i>	Texoka	Buffalo grass	stoloniferous	8.00	50	10	10
<i>Bouteloua gracilis</i>	Hachita	Blue grama	rhizomatous	1.20	8	21	21
<i>Festuca arizonica</i>	Redondo	Arizona fescue	bunch	1.50	9	19	19
<i>Koeleria macrantha</i>	vns.	Prairie junegrass	bunch	0.40	3	17	17
<i>Poa secunda</i>	vns.	Sandberg's bluegrass	bunch	0.75	5	15	15
Total				15.85	100	100	100
*vns. = variety not specified							



04 BIKE RACK

NTS

CIVIC CENTER F1 EXEMPTION PLAT L1 - PARKING GARAGE

SITE PLAN

PARKER, COLORADO

SITUATED IN THE NORTHEAST 1/4 OF SECTION 22 AND THE NORTHWEST 1/4 OF SECTION 23,
TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO.

IRRIGATION CONSTRUCTION NOTES

1.

DRAWINGS AND BASE INFORMATION - ALL BASE AND PLANTING INFORMATION HAVE BEEN PROVIDED BY WENK ASSOCIATES, INC. THE CONTRACTOR IS RESPONSIBLE TO NOTIFY HYDROSYSTEMS*KDI OF ANY DISCREPANCIES BETWEEN THE UTILITY OR PLANTING PLANS AND THE IRRIGATION PLAN. IF CONTRACTOR FAILS TO NOTIFY HYDROSYSTEMS*KDI AND MAKES CHANGES TO THE IRRIGATION SYSTEM DESIGN, HE ASSUMES ALL COSTS AND LIABILITIES ASSOCIATED WITH THOSE FIELD CHANGES. REFER TO SPECIFICATIONS FOR ADDITIONAL PROJECT REQUIREMENTS. CONTACT IRRIGATION CONSULTANT FOR CURRENT SPECIFICATIONS IF NOT PROVIDED.

SYSTEM PRESSURE - HYDROSYSTEMS*KDI HAS CONTACTED THE LOCAL WATER DISTRICT THAT SERVES THIS SITE AND THEY HAVE TOLD THAT THE STATIC WATER PRESSURE IN THIS AREA SHOULD BE 90 PSI. THE CONTRACTOR IS RESPONSIBLE TO FIELD VERIFY PRESSURE PRIOR TO COMMENCING ANY CONSTRUCTION AND NOTIFY HYDROSYSTEMS*KDI OF ANY VARIANCE FROM THE STATED PRESSURE IMMEDIATELY. WRITTEN DOCUMENTATION OF PRESSURE TEST AND RESULTS SHALL BE PROVIDED TO HYDROSYSTEMS*KDI AT CONSTRUCTION ONSET. IF CONTRACTOR FAILS TO FIELD VERIFY PRESSURE AND/OR NOTIFY HYDROSYSTEMS*KDI OR ANY VARIATIONS FROM THIS PRESSURE, THEN HE ASSUMES ALL CONSTRUCTION AND ENGINEERING COSTS ASSOCIATED WITH SYSTEM MODIFICATIONS REQUIRED TO ACCOMMODATE ACTUAL SITE PRESSURE. THIS SYSTEM HAS BEEN DESIGNED FOR A REQUIRED STATIC PRESSURE OF 67 PSI MINIMUM.
2.

IRRIGATION SYSTEM OPERATION INTENT - THIS IRRIGATION SYSTEM HAS BEEN DESIGNED TO IRRIGATE THE ESTABLISHED LANDSCAPE WITHIN A SIX NIGHT PER WEEK, SIX HOUR PER NIGHT WATERING WINDOW. ESTABLISHMENT WATERING WILL REQUIRE UP TO TWICE AS MUCH IRRIGATION FOR A FOUR TO SIX WEEK PERIOD. THE DESIGN IS BASED ON THE FOLLOWING PROJECTED WEEKLY APPLICATION RATES AFTER ESTABLISHMENT. THESE FIGURES ARE BASED ON A 30-YEAR AVERAGE WEATHER DATA AND WILL NEED TO BE ADJUSTED DUE TO SEASONAL CHANGES AND WEATHER CONDITIONS ABOVE AND BELOW THE AVERAGE VALUES UTILIZED.

TREES & SHRUBS	1.24" PER WEEK PEAK SEASON
NATIVE SEED MIXES	1.15" PER WEEK PEAK SEASON (TWO SEASONS)

NOTE: IT IS THE INTENT OF THIS DESIGN THAT NATIVE AREAS WOULD ONLY BE IRRIGATED FOR ESTABLISHMENT. SYSTEM WILL REMAIN FOR USE DURING YEARS WITH LESS THAN NORMAL RAINFALL.
3.

EQUIPMENT INSTALLATION - IT IS THE INTENT OF THIS DESIGN THAT ALL IRRIGATION EQUIPMENT BE INSTALLED WITHIN PROPERTY LIMITS AND WITHIN LANDSCAPED AREAS. INSTALLATION SHALL BE COORDINATED WITH OTHER UTILITY WORK. ALL OTHER UTILITIES SHALL TAKE PRECEDENCE OVER IRRIGATION LOCATION. ANY EQUIPMENT OTHER THAN VALVE BOXES OR SLEEVING THAT CONTAINS PIPE OR WIRES SHOWN OUTSIDE OF THESE LIMITS IS SHOWN IN THAT LOCATION FOR GRAPHICAL CLARITY ONLY. ALL VALVE BOXES SHALL BE INSTALLED A MINIMUM OF 2'-0" FROM EDGE OF ANY PAVED SURFACES UNLESS SPECIFICALLY INDICATED ON PLANS. BOXES INSTALLED IN OPEN TURF AREAS SHALL BE KEPT TO EDGES AND STAKED FOR REVIEW IF ALONG HIGH TRAFFIC AREAS. ALL VALVE BOXES SHALL BE PLACED A MINIMUM OF 3'-0" FROM THE CENTERLINE OF ANY DRAINAGE SWALE. ALL VALVE BOXES WITHIN PAVEMENT SHALL BE TIER 15 RATED BOXES FOR HEAVY DUTY NON-DELIBERATE TRAFFIC. BOX LID COLOR SHALL MATCH ADJACENT MATERIALS, I.E. GREEN IN TURF, TAN IN WOOD MULCH, GRAY IN STONE MULCH, PURPLE FOR RECLAIMED WATER SYSTEMS (IF REQUIRED). REFER TO LANDSCAPE PLANS FOR MATERIAL COLORS AND TYPES. ALL BOXES SHALL BE INSTALLED TO BE FLUSH WITH GRADE AND IN AN ORDERLY MANNER. WHERE MORTAR PAVING LIDS ARE INSTALLED ABOVE BOXES, IRRIGATION BOX WITH LID SHALL BE LOWERED TO ACCOMMODATE PAVING LID. REFER TO LANDSCAPE FOR ADDITIONAL INFORMATION, TO BE INSTALLED PER MANUFACTURER'S RECOMMENDATIONS.
4.

PIPING INSTALLATION - IRRIGATION PIPING SHALL MAINTAIN A MINIMUM DISTANCE FROM BUILDING FOUNDATIONS OF 5 FEET OR AS DESCRIBED IN SOILS REPORT, WHICHEVER IS GREATER. NO SPRAY IRRIGATION SHALL OCCUR WITHIN 10 FEET OF THE FOUNDATION. NO DRIP IRRIGATION SHALL OCCUR WITHIN 5 FEET OF THE FOUNDATION UNLESS SOIL MOISTURE SENSORS ARE INSTALLED ON VALVES SERVICING THESE AREAS. ALL IRRIGATION PIPING AND EMISSION DEVICES LOCATED ON TOP OF OR WITHIN BUILDING STRUCTURE SHALL CONFORM TO WATERPROOFING CONSULTANT REQUIREMENTS. PIPE ROUTING MAY BE SHOWN WITHIN THESE DISTANCES FOR GRAPHICAL CLARITY ONLY.
5.

MANUAL DRAIN VALVES - CONTRACTOR TO INSTALL ONE MANUAL DRAIN VALVE ON PRESSURE SUPPLY LINE DIRECTLY DOWNSTREAM OF BACKFLOW PREVENTER AND AT ALL LOW POINTS AND DEAD ENDS OF PRESSURE SUPPLY PIPING TO ENSURE COMPLETE DRAINAGE OF SYSTEM. CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THESE LOCATIONS IN-FIELD AND INSTALLATION LOCATIONS SHALL BE NOTED ON AS-BUILTS.
6.

POP-UP SPRAY NOZZLES - CONTRACTOR TO INSTALL PLASTIC NOZZLES ON ALL POP-UP SPRAY HEADS. INSTALL 15 SERIES NOZZLES ON ALL HEADS SPACED AT 12' TO 14'. INSTALL 12 SERIES NOZZLES ON ALL HEADS SPACED 10' TO 11'. INSTALL 10 SERIES NOZZLES ON ALL HEADS SPACED AT 8' TO 9'. INSTALL 8 SERIES NOZZLES ON ALL HEADS SPACED AT 6' TO 7'. INSTALL 5" NOZZLES ON ALL HEADS SPACED AT 5'. INSTALL SIDE STRIP NOZZLES ON ALL HEADS WITH AN "S" DESIGNATION AND RIGHT AND LEFT CORNER STRIP NOZZLES ON ALL HEADS WITH AN "L" OR "R" DESIGNATION. VARIABLE ARC NOZZLES SHOULD BE UTILIZED ADJACENT TO CURVILINEAR SHRUB BEDS OR FOR ANY ANGLES THAT ARE NOT A STANDARD NOZZLE ANGLE.
7.

UNLABELED PIPING - ALL UNLABELED LATERAL PIPING SHALL BE 1" MINIMUM UNLESS OTHERWISE NOTED.
8.

SLEEVING - ALL SLEEVING UNDER PAVED SURFACES SHOWN ON PLANS IS BY CONTRACTOR UNLESS OTHERWISE NOTED. SLEEVING SHALL BE INSTALLED IN THE SIZES AND QUANTITIES SHOWN ON PLANS OR BASED ON THE SCHEDULE BELOW. WHERE SLEEVES ARE SHOWN, BUT NOT LABELED, FOLLOW THE SCHEDULE BELOW. ALL MAINLINE, CONTROL WIRES AND DRIP LINES UNDER PAVED SURFACES ARE TO BE INSTALLED IN SLEEVING. ALL MAINLINE SLEEVE LOCATIONS TO INCLUDE A SEPARATE WIRE SLEEVE.

SLEEVED PIPE SIZE/WIRE QUANTITY	REQUIRED SLEEVE SIZE & (QUANTITY)
3/4" - 1/4" PIPING	2" PVC (1)
1 1/2" - 2" PIPING	4" PVC (1)
1-25 CONTROL WIRES	2" PVC (1)
9.

ADJUSTMENT - CONTRACTOR SHALL FINE TUNE/ADJUST THE IRRIGATION SYSTEM TO REDUCE/AVOID OVERSPRAY ONTO HARD SURFACES BY ADJUSTING NOZZLE DIRECTION AND NOZZLE RADIUS.
10.

PLANS AND SPECIFICATIONS - CONTRACTOR RESPONSIBLE TO ENSURE WORK CONFORMS TO PLANS AND SPECIFICATIONS. AT ONSET OF CONSTRUCTION, VERIFY PLANS ARE CURRENT. WHERE REQUIRED BY CITY OR TOWN, CONTRACTOR SHALL CONSTRUCT ONLY OFF CITY OR TOWN STAMPED PLANS. REVISIONS TO CITY OR TOWN STAMPED PLANS SHALL CONFORM TO CITY OR TOWN FIELD CHANGE PROCEDURES AND DOCUMENTATION.
11.

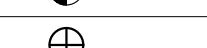
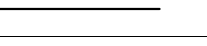
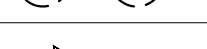
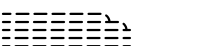
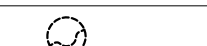
EXISTING IRRIGATION DAMAGE - CONTRACTOR SHALL REPAIR OR REPLACE ANY EXISTING IRRIGATION SYSTEMS DAMAGED DURING NEW INSTALLATION. REPAIR OR REPLACEMENT SHALL BE DETERMINED BY OWNER OR OWNER'S REPRESENTATIVE AND PAID FOR BY THE LANDSCAPE CONTRACTOR.
12.

EXISTING IRRIGATION COORDINATION - EXISTING IRRIGATION SYSTEM SHALL NOT BE TURNED OFF FOR MORE THAN 24 HOURS MAXIMUM. CONTRACTOR SHALL COORDINATE TURN OFF OF SYSTEM WITH OWNER OR MAINTENANCE STAFF 72 HOURS PRIOR TO ANY NEW CONSTRUCTION.
13.

TOWN DETAILS - HYDROSYSTEMS-KDI WILL BE RESPONSIBLE FOR THE IRRIGATION DESIGN ITSELF. THE DETAILS ARE STANDARD DETAILS DESIGNED AND SPECIFIED BY THE APPLICABLE GOVERNING AUTHORITY, TOWN OF PARKER. HYDROSYSTEMS*KDI DID NOT DESIGN AND SPECIFY THESE DETAILS. HYDROSYSTEMS*KDI IS NOT RESPONSIBLE, AND ACCEPTS NO RESPONSIBILITY, FOR THE SELECTION AND SPECIFICATION OF THESE DETAILS, AND HYDROSYSTEMS*KDI MAKES NO REPRESENTATIONS WITH REGARD TO THESE DETAILS.
14.

WATER BUDGETS AND PROJECTIONS - HYDROSYSTEMS-KDI HAS BASED THE IRRIGATION DESIGN AND THE ASSOCIATED PROJECTED WATER USE UPON SUCH FACTORS AS PARKER WATER & SANITATION DISTRICT IMPOSED REQUIREMENTS, PUBLISHED PLANT SPECIES WATER NEEDS, SELECTED IRRIGATION METHOD EFFICIENCIES AS REPORTED BY INDEPENDENT TESTING FACILITIES, HISTORICAL WEATHER DATA FOR THE PROJECT LOCATION, AND PROPER MAINTENANCE PROCEDURES. HYDROSYSTEMS*KDI IS NOT RESPONSIBLE, AND ACCEPTS NO RESPONSIBILITY, FOR THE ACTUAL WATER USAGE VARIATION THAT IS A RESULT OF FIELD MODIFICATIONS TO THE SYSTEM NOT MATCHING CONSTRUCTION DOCUMENTS, IMPROPER MAINTENANCE, WASTE DUE TO SYSTEM DAMAGE OR VANDALISM, OR WEATHER CONDITIONS THAT DEViate FROM PUBLISHED 30 YEAR HISTORICAL AVERAGES.
15.

CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING EXISTING TURF LOCATED INSIDE AND OUTSIDE WORK LIMITS IN A VIABLE, GREEN, HEALTHY CONDITION UNTIL FINAL ACCEPTANCE OF PROJECT. THIS SHALL INCLUDE PROVIDING TEMPORARY WATERING OF TURF AS CONDITIONS REQUIRE. DEAD TURF AREAS EXCEEDING 10 S.F. DETERMINED BY OWNER'S REPRESENTATIVE AS HAVING DIED DUE TO LACK OF INTERIM MAINTENANCE BY CONTRACTOR SHALL BE REPLACED BY CONTRACTOR AT NO ADDITIONAL COST TO OWNER. ALL MOVING OPERATIONS DURING CONSTRUCTION WILL BE PROVIDED BY OWNER.

IRRIGATION SCHEDULE				
SYMBOL	MANUFACTURER	MODEL NO.	DESCRIPTION	DETAIL NO.
	RAIN BIRD	1812-SAM-PRS WITH MATCHED PRECIPITATION RATE SERIES NOZZLE	HI-POPUP SPRAY HEAD	IR6
	RAIN BIRD	1812-SAM-PRS WITH SST, CORNER NOZZLE	HI-POPUP SPRAY HEAD	IR6
	HUNTER	1-20-12 WITH #MPR35 MATCHED PRECIPITATION NOZZLE (TAN)	GEAR DRIVEN ROTOR	IR15
	HUNTER	1-20-12 WITH #MPR30 MATCHED PRECIPITATION NOZZLE (GREEN)	GEAR DRIVEN ROTOR	IR15
	RAIN BIRD	EFB-CP-PRS-D	ELECTRIC CONTROL VALVE	IR1
	RAIN BIRD	EFB-CP-PRS-D WITH PRB-QKCHK-100	DRIP VALVE ASSEMBLY	IR2
		SDR26-CL200 BE	PVC LATERAL	IR8
		SDR21-SCH40 BE	PVC SLEEVING	IR7
		EXTEND NEW CONTROL WIRES (SAME QTY & COLORS) AS SHOWN - ONLY IF THE NECESSARY SPARE WIRES ARE NOT PRESENT IN THE FIELD.	CONTROL WIRE PATH	IR7 & IR8
	RAIN BIRD	44-LRC	QUICK COUPLING VALVE	IR4
	AY MACDONALD	78001 - 1/4 TURN - 1"	MANUAL DRAIN VALVE	IR3
		CLASS 200 BE	PVC MAINLINE	IR8 & IR10
	NETAFIM	TLHCVXR7-18 ROWS SPACED 18"	SUBSURFACE DRIPLINE	3, 4 & 5
			DRIP LINE BLOW-OUT STUB	IR13 & IR14
			DRIP LINE BLOW-OUT STUB - TREES	IR12 & IR13
			WIRE SPLICE BOX	IR9
	NETAFIM	TL075FTEE	DRIPPERLINE CONNECTION	6
		SDR26-CL200 BE	SUBSURFACE HEADER PIPE - 1" PVC	1, 2, 4 & 6
	NETAFIM	TLHCVXR7-18 ROWS SPACED 18"	SUBSURFACE DRIPLINE	1, 2 & 5
	OLDCASTLE / CARSON	POLYMER 1212	CONCRETE POLYMER VALVE BOX	N/S
	N/S	OLDCASTLE / CARSON	REFER TO SPECIFICATIONS AND DETAILS	VARIOUS
	NETAFIM	TLHCVXR7-18 ROWS SPACED 18"	SUBSURFACE DRIPLINE	IR12
			EXISTING POP-UP HEADS	N/D
			EXISTING ROTORS	N/D
			EXISTING MASTER VALVE	N/D
			EXISTING VALVE CALLOUT	N/D
			EXISTING GATE VALVE	N/D
			EXISTING QUICK COUPLER	N/D
			EXISTING CONTROL VALVE	N/D
			EXISTING MAINLINE	N/D
			EXISTING LATERAL LINE	N/D
			EXISTING SLEEVING	N/D
			EXISTING BACKFLOW DEVICE	N/D
			EXISTING CONTROLLER	N/D
			EXISTING METER	N/D
			CONTROLLER & STATION NO. CONTROL VALVE SIZE	

DIRECTORY

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KDI

HydroSystems

Irrigation Consulting & Water Management

13949 W. Colfax Ave, Suite 260
o: 303.980.5327

Lakewood, Colorado 80401
www.hydrosystemsmdi.com



811

Know what's below.
Call before you dig.

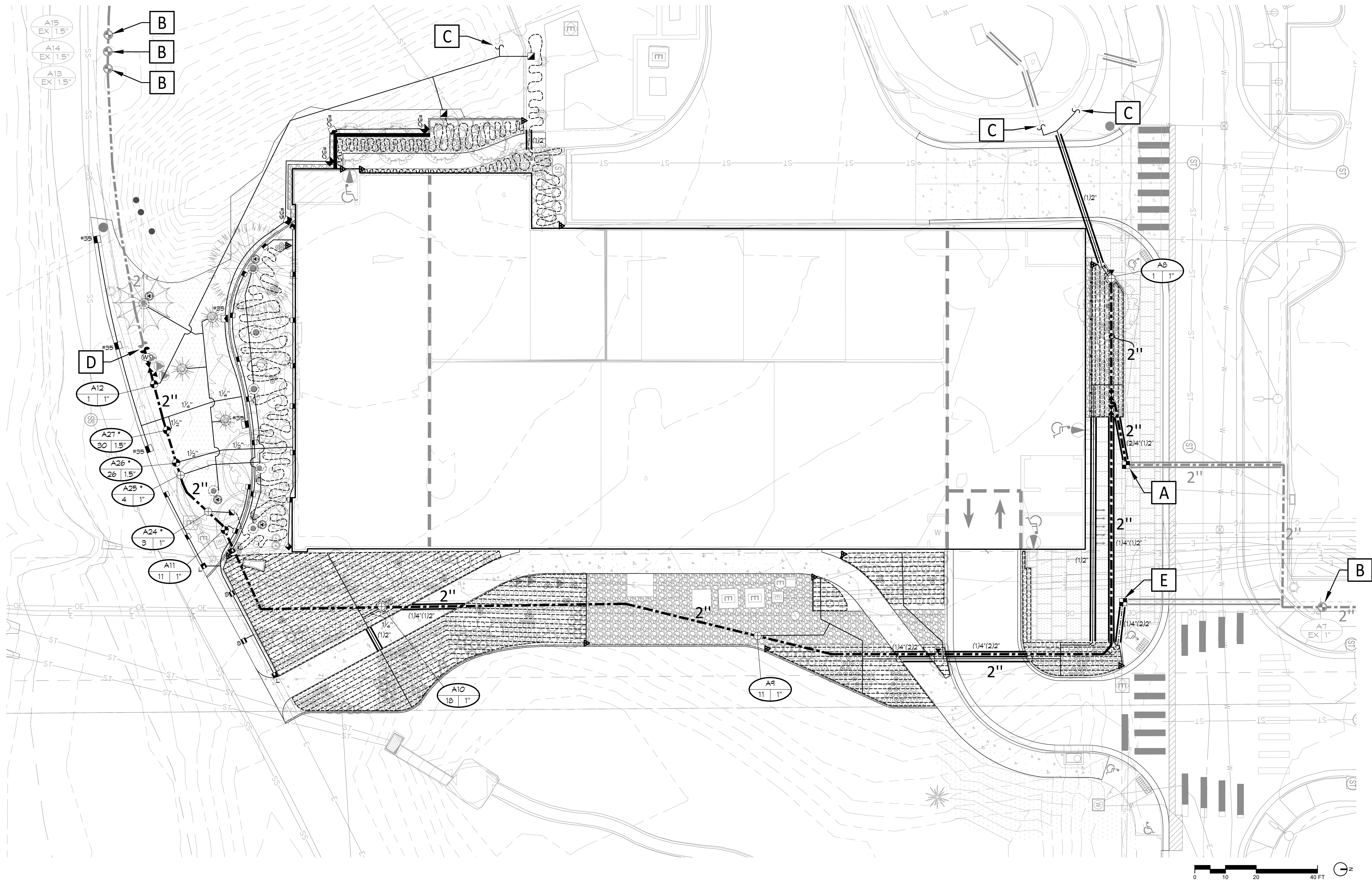
CALL 3 BUSINESS DAYS IN ADVANCE BEFORE YOU
DIG, GRADE, OR EXCAVATE FOR THE MARKING OF
UNDERGROUND MEMBER UTILITIES.

CIVIC CENTER F1 EXEMPTION PLAT L1 - PARKING GARAGE

SITE PLAN

PARKER, COLORADO

SITUATED IN THE NORTHEAST 1/4 OF SECTION 22 AND THE NORTHWEST 1/4 OF SECTION 23,
TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO.



NEW ELECTRIC CONTROL VALVES - *
CONTRACTOR SHALL LOCATE ONE OF THE
BLACK SPARE WIRES AND THE COMMON TO
OPERATE THE NEW ELECTRIC CONTROL
VALVE. LOCATE THREE AVAILABLE
STATIONS AT THE EXISTING CONTROLLER TO
OPERATE THESE. COORDINATE WITH TOWN
OF PARKER STAFF THE STATION NUMBERS.

EXISTING IRRIGATION DAMAGE - CONTRACTOR SHALL REPAIR OR
REPLACE ANY EXISTING IRRIGATION SYSTEMS DAMAGED DURING
NEW INSTALLATION. REPAIR OR REPLACEMENT SHALL BE
DETERMINED BY OWNER OR OWNER'S REPRESENTATIVE AND
PAID FOR BY THE LANDSCAPE CONTRACTOR.

DIRECTORY

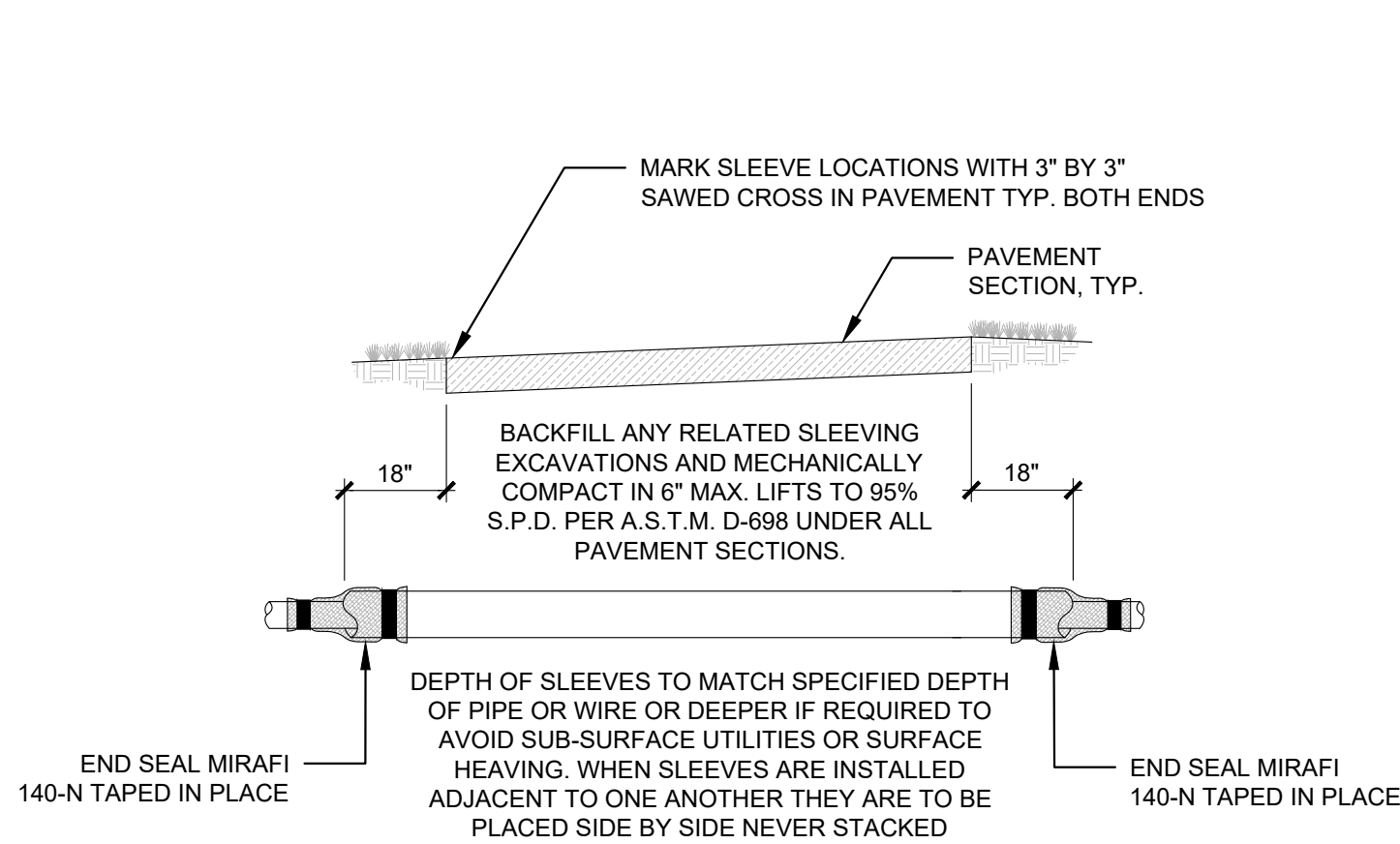
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- A** CONTRACTOR SHALL LOCATE THE EXISTING PVC MAINLINE AT THIS APPROXIMATE LOCATION. CUT, TIE-ON, EXTEND NEW PVC MAINLINE AS SHOWN. MAKE CONNECTIONS, MAINLINE CHANGE OF DIRECTIONS AND WIRES INSIDE ONE POLYMER CONCRETE VALVE BOX. SEE THE IRRIGATION SCHEDULE, NOTES, DETAILS AND SPECIFICATIONS FOR MORE INFORMATION.
- B** CONTRACTOR SHALL LOCATE THE EXISTING ELECTRIC CONTROL VALVE AT THIS APPROXIMATE LOCATION. PROTECT THE EXISTING CONTROL VALVE AS NEEDED; DAMAGE TO THIS EXISTING CONTROL VALVE, LATERAL LINES AND OTHER IRRIGATION EQUIPMENT DOWNSTREAM IS TO BE REPAIR BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.
- C** CONTRACTOR SHALL LOCATE THE EXISTING PVC LATERAL AT THIS APPROXIMATE LOCATION. CUT, TIE-ON AND EXTEND THE NEW PVC LATERAL AS SHOWN.
- D** CONTRACTOR SHALL LOCATE THE EXISTING PVC MAINLINE AT THIS APPROXIMATE LOCATION. CUT, TIE-ON, EXTEND NEW PVC MAINLINE AS SHOWN. LOCATE THE EXISTING CONTROL WIRES FROM CONTROLLER "A", CUT, SPLICE AND EXTEND NEW CONTROL WIRES THROUGH-OUT THE NEW MAINLINE TO OPERATE ALL OF THE CONTROL VALVES. SEE THE IRRIGATION SCHEDULE, NOTES, DETAILS AND SPECIFICATIONS FOR MORE INFORMATION.
- E** CONTRACTOR SHALL LOCATE THE EXISTING CONTROL WIRES FROM CONTROLLER "A" AT THIS APPROXIMATE LOCATION. CUT, SPLICE AND EXTEND NEW CONTROL WIRES TO OPERATE ALL OF THE CONTROL VALVES. MAKE CONNECTIONS, WIRES SPLICES INSIDE ONE POLYMER CONCRETE VALVE BOX. SEE THE IRRIGATION SCHEDULE, NOTES, DETAILS AND SPECIFICATIONS FOR MORE INFORMATION.



IRRIGATION DETAILS
SHEET 10 of 25
 SUBMITTAL 4 5/29/2024
 AT L1 - PARKING GARAGE
 R PROJECT NO: SDP23-073



SLEEVING SHALL BE S.I.D.R.-11.5 H.D.P.E. INSTALLED BY DIRECTIONAL BORING UNDER EXISTING ASPHALT OR CONCRETE PAVEMENT IF REQUIRED AND CL-200 P.V.C. INSTALLED BY OPEN TRENCHING UNDER PROPOSED ASPHALT OR CONCRETE PAVEMENT. MAINLINE SLEEVES ARE 4\", WIRE SLEEVES ARE 4\" AND SECONDARY PIPE SLEEVES ARE 4\".

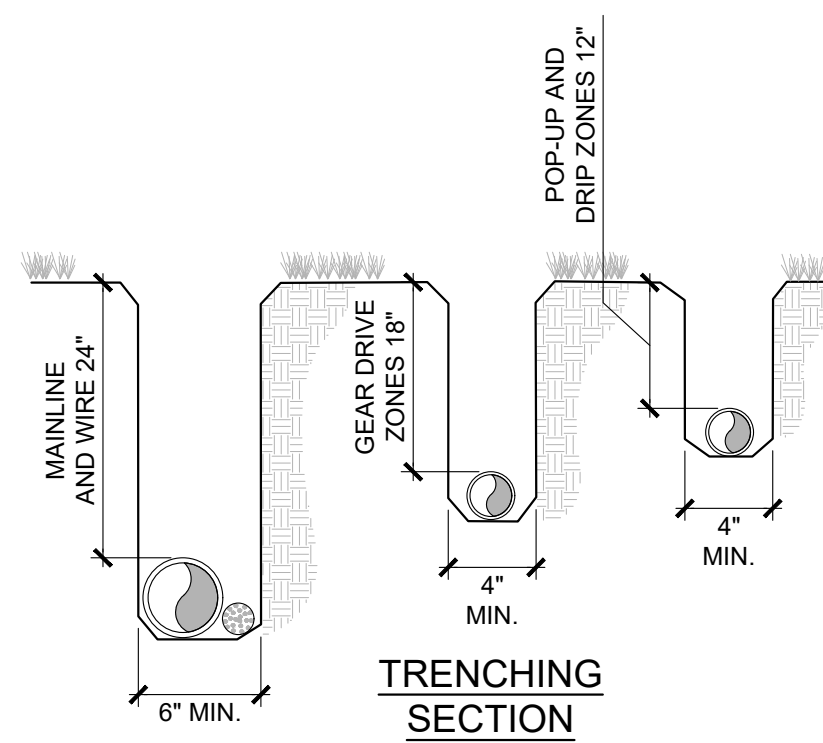
SLEEVING WILL BE MEASURED FROM THE POINT WHERE THE MAINLINE PIPE, SECONDARY PIPE OR WIRE ENTER THE SLEEVE (AT THE SPECIFIED DEPTH) TO THE POINT WHERE THE MAINLINE PIPE, SECONDARY PIPE OR WIRE EXIT THE SLEEVE (AT THE SPECIFIED DEPTH). ANY ADDITIONAL PIPE OR BORING REQUIRED TO ACHIEVE THE SPECIFIED PIPE AND OR WIRE DEPTH AND ANY ADDITIONAL PIPE OR BORING REQUIRED TO RETURN TO THE SURFACE INCLUDING ANY AND ALL PULL PIPE WILL BE CONSIDERED AS A SUBSIDIARY OBLIGATION OF THE CONTRACTOR UNDER THE CONTRACT UNIT PRICE FOR SLEEVING AND WILL NOT BE PAID FOR SEPARATELY.

ALL SURFACE RESTORATION (REQUIRED BY BORING AND SLEEVING OPERATIONS) INCLUDING BACKFILL, COMPACTION, FINE GRADE AND SOD PATCH OR NATIVE SEEDING WILL BE CONSIDERED AS A SUBSIDIARY OBLIGATION OF THE CONTRACTOR UNDER THE CONTRACT UNIT PRICE FOR SLEEVING AND WILL NOT BE PAID FOR SEPARATELY.

ADJUST SLEEVING DEPTH AS REQUIRED TO AVOID SUBSURFACE UTILITIES AND OR TO AVOID SURFACE HEAVING. ANY ADDITIONAL PIPE OR BORING REQUIRED TO CARRY SLEEVING DEEPER WILL BE CONSIDERED AS A SUBSIDIARY OBLIGATION OF THE CONTRACTOR UNDER THE CONTRACT UNIT PRICE FOR SLEEVING AND WILL NOT BE PAID FOR SEPARATELY.

IRRIGATION SLEEVING

NO SCALE



TRENCH DEPTH ARE MINIMUMS WITH A MAXIMUM OVER EXCAVATION OF 2". ALL TRENCHES ARE TO BE CLEANED WITH "CRUMBER" ATTACHMENT OR BY HAND PRIOR TO INSTALLING PIPE PROVIDING A SMOOTH AND UNIFORM BEDDING SURFACE. REMOVE ANY EXPOSED ROCK OR DEBRIS FROM TRENCH BOTTOM OR WALLS PRIOR TO INSTALLING PIPE AND OR WIRE.

ALL MAINLINE TRENCHES AND RELATED EXCAVATIONS SHALL BE MECHANICALLY COMPACTED IN 8" LIFTS MAXIMUM. TO 90% S.P.D. PER ASTM D-698 IN ALL LANDSCAPE AREAS.

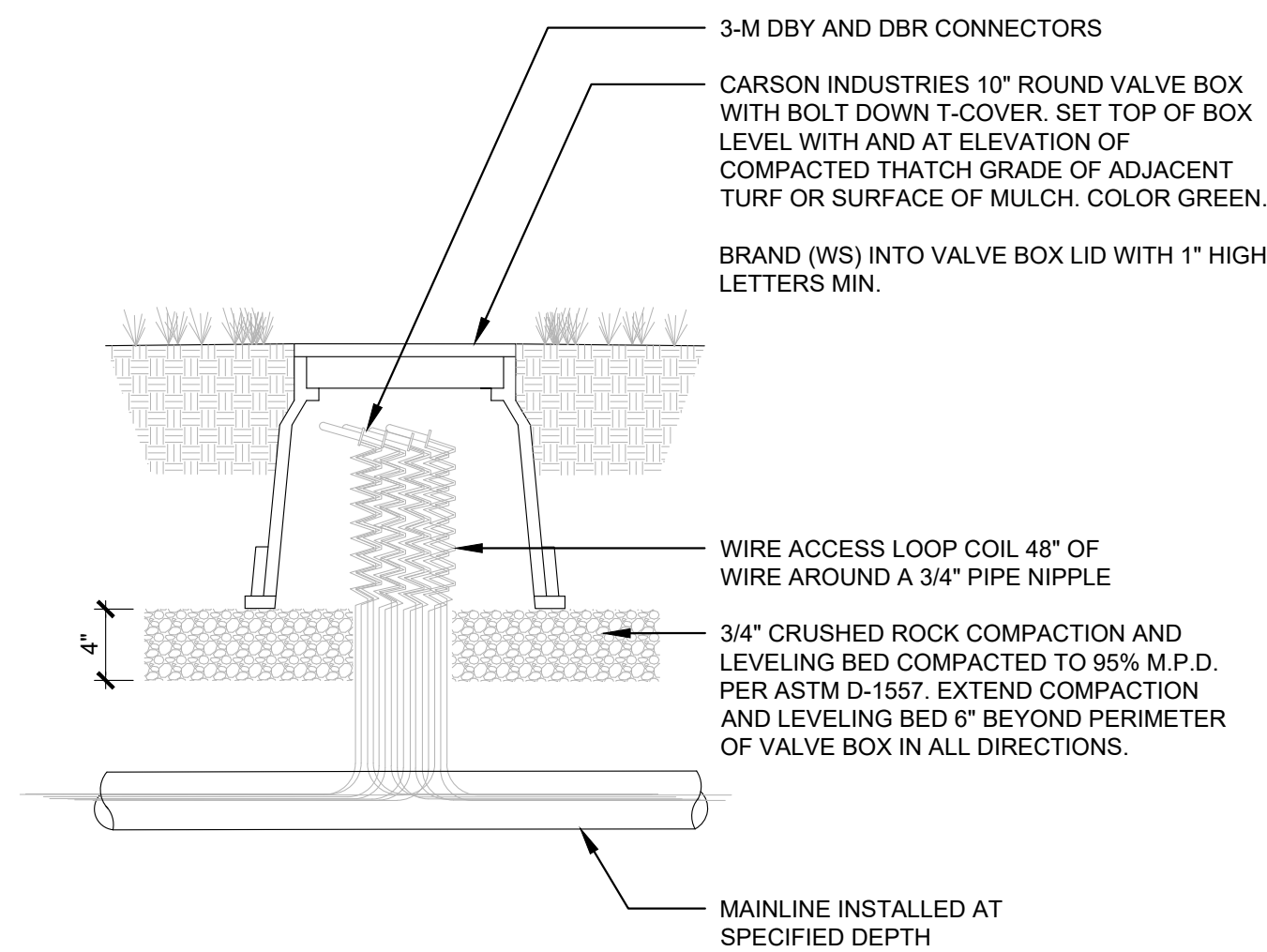
SECONDARY PIPING CAN BE MECHANICALLY OR HYDRAULICALLY COMPACTED TO MATCH THE DENSITY OF ADJACENT UNDISTURBED SOIL.

BACKFILL, COMPACTION, FINE GRADE AND SURFACE RESTORATION INCLUDING FINE GRADE AND CLEAN UP MUST BE ONGOING THROUGHOUT CONSTRUCTION. NO MORE THAN THREE SECONDARY ZONES AND 200 LIN. FT. OF MAINLINE TRENCH CAN BE OPENED UP AT ONE TIME. NO ADDITIONAL SECONDARY OR MAINLINE TRENCHING WILL BE AUTHORIZED UNTIL THE BACKFILL, COMPACTION AND RESTORATION OF CURRENTLY OPEN TRENCHES AND RELATED EXCAVATIONS IS IN PROGRESS.

ALL OPEN EXCAVATIONS MUST BE PROTECTED IN CONFORMANCE WITH O.S.H.A. REGULATIONS.

IRRIGATION TRENCHING

NO SCALE



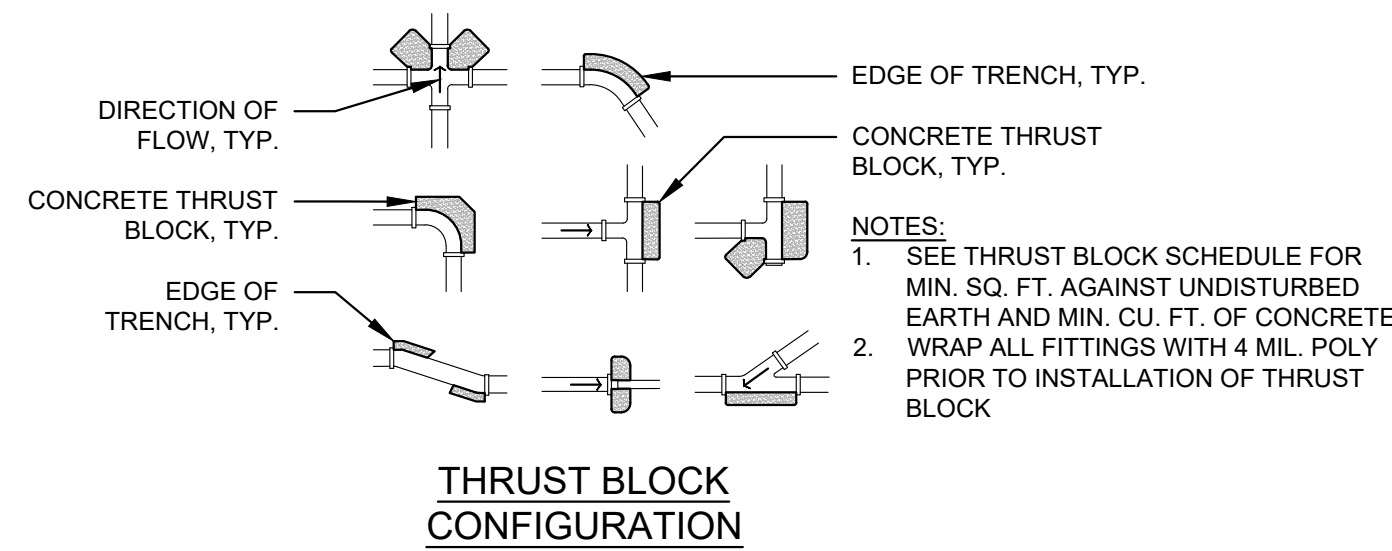
LOOP A MIN. OF 48" OF WIRE AT ALL SPLICE CONNECTIONS AS REQUIRED TO PULL THE WIRE SPLICE DBY KIT 24" ABOVE GRADE FOR ACCESS

CAP ALL EXTRA/SPARE WIRE TERMINATIONS WITH DBY SPLICE KITS

USE CARSON INDUSTRIES 1419 STANDARD RECTANGULAR VALVE BOX FOR SPLICES OF MORE THAN 20 WIRES

WIRE SPLICE ACCESS ROUTE

NO SCALE

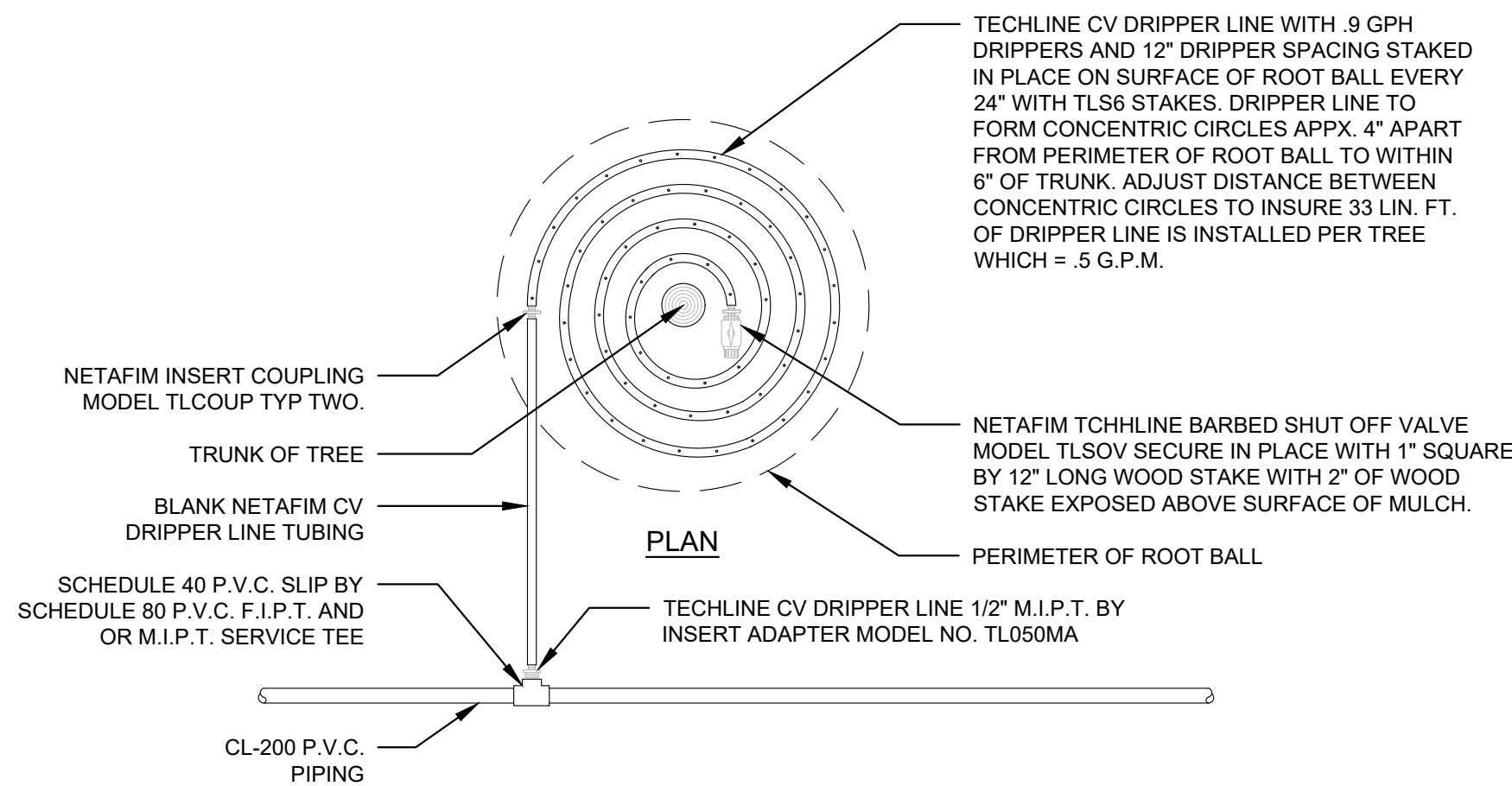


MAIN LINE THRUST BLOCK SURFACE AREA AGAINST UNDISTURBED EARTH IN SQ. FT. AND TOTAL CONCRETE VOLUME IN CU. FT. Assumes an estimated soil bearing strength of 1,000 lb/sq. ft.					
FITTING SIZE	90 DEGREE	45 DEGREE	22.5 DEGREE	11.25 DEGREE	TEE OR CAP
2.5" & SMALLER	2 SQ. FT. 4 CU. FT.	1 SQ. FT. 2 CU. FT.	1 SQ. FT. 2 CU. FT.	1 SQ. FT. 2 CU. FT.	2 SQ. FT. 4 CU. FT.
3" & LARGER	4 SQ. FT. 8 CU. FT.	2 SQ. FT. 4 CU. FT.	2 SQ. FT. 4 CU. FT.	2 SQ. FT. 4 CU. FT.	4 SQ. FT. 8 CU. FT.

INSTALLATION NOTES:
CONCRETE TO BE 3,500 P.S.I. MIN. INSTALL BOND BREAKER AROUND PIPE AND FITTING PRIOR TO POUR. DO NOT POUR CONCRETE ON TOP OF PIPE.

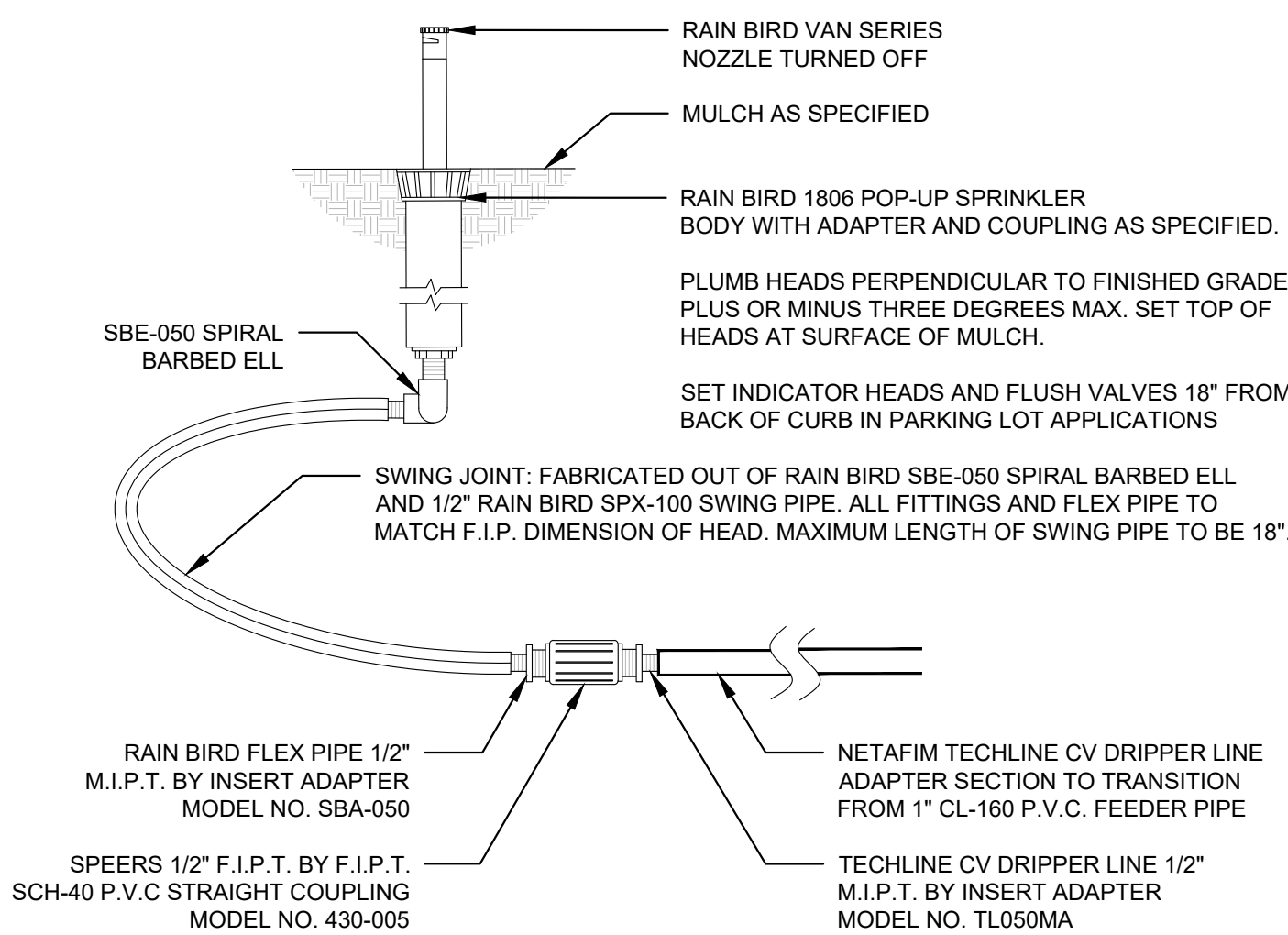
MAINLINE THRUST BLOCKING

NO SCALE



CV DRIPPER LINE WITH FLUSH VALVE INSTALLATION FOR TREE IRRIGATION IN NATIVE AREAS

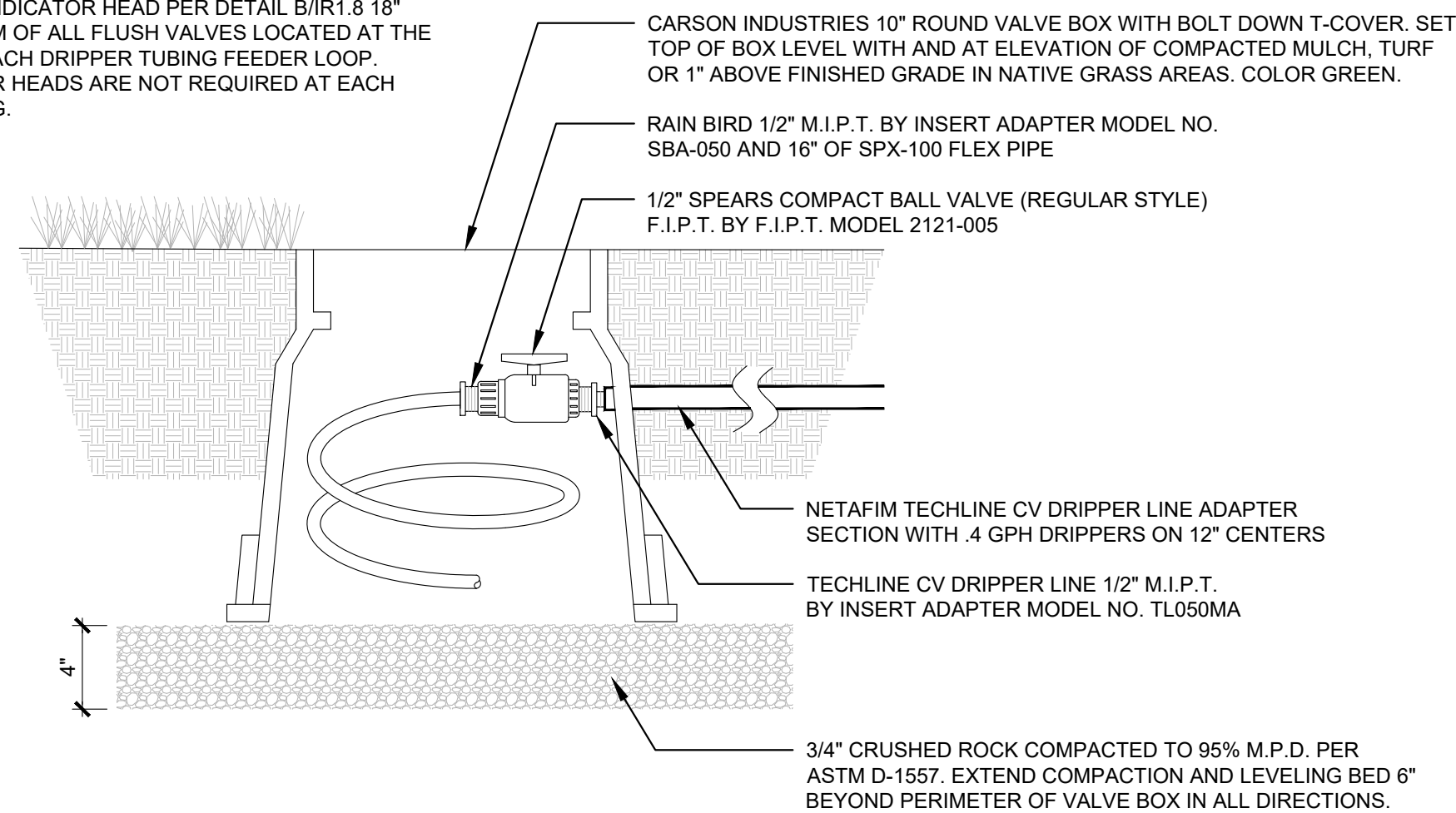
NO SCALE



INDICATOR HEAD FOR NETAFIM CV DRIPPER LINE PIPE LOOPS

NO SCALE

- NOTES:
1. SET FLUSH VALVES AND INDICATOR HEADS 18" FROM BACK OF CURB IN PARKING LOT APPLICATIONS
 2. BRAND (FV) INTO VALVE BOX LID WITH 1" HIGH LETTERS MIN.
 3. INSTALL INDICATOR HEAD PER DETAIL B/IR1.8 18" UPSTREAM OF ALL FLUSH VALVES LOCATED AT THE END OF EACH DRIPPER TUBING FEEDER LOOP. INDICATOR HEADS ARE NOT REQUIRED AT EACH TREE RING.

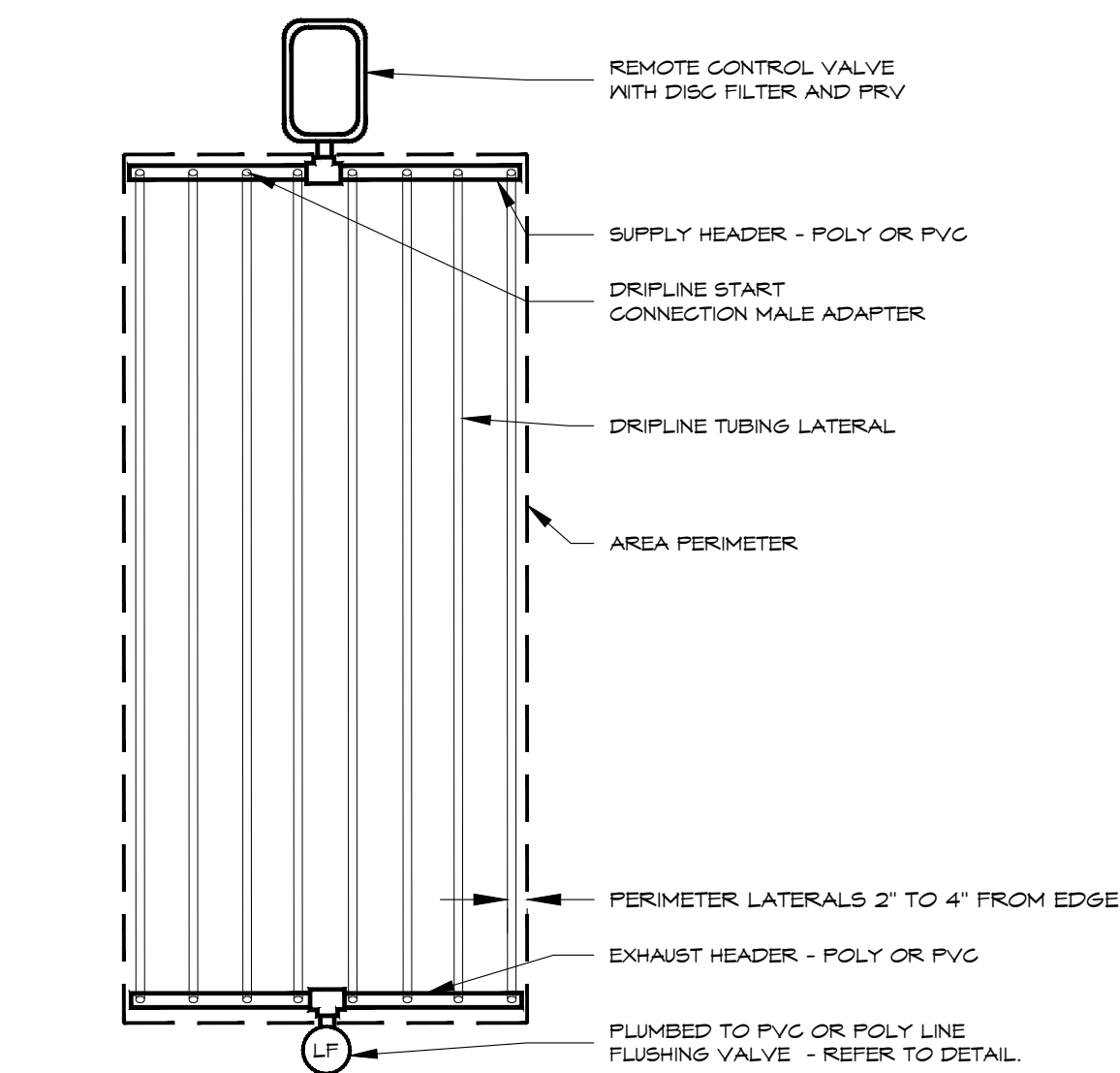


CV DRIPPER LINE FLUSH VALVE INSTALLATION AT END OF EACH DRIPPER PIPE LOOP

NO SCALE

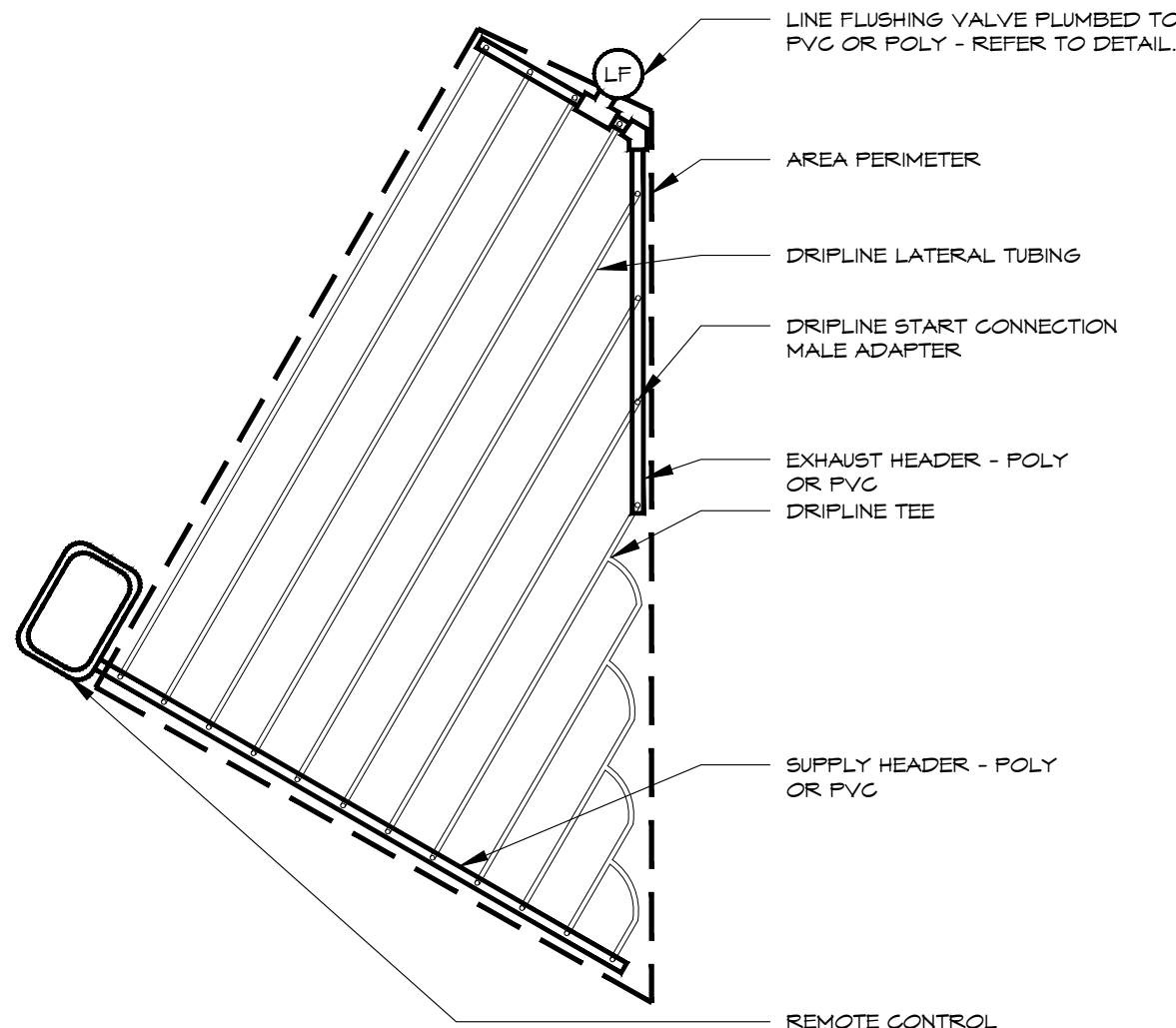
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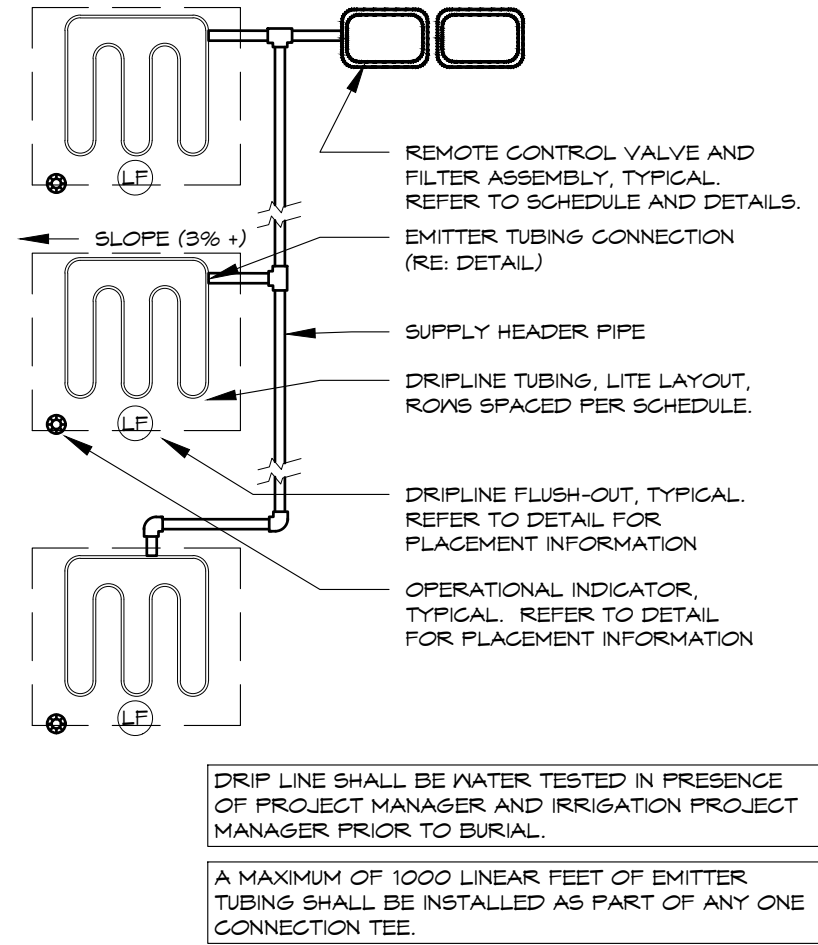
SUBSURFACE DRIP - TOP VIEW
END FEED LAYOUT - TYPICAL

1



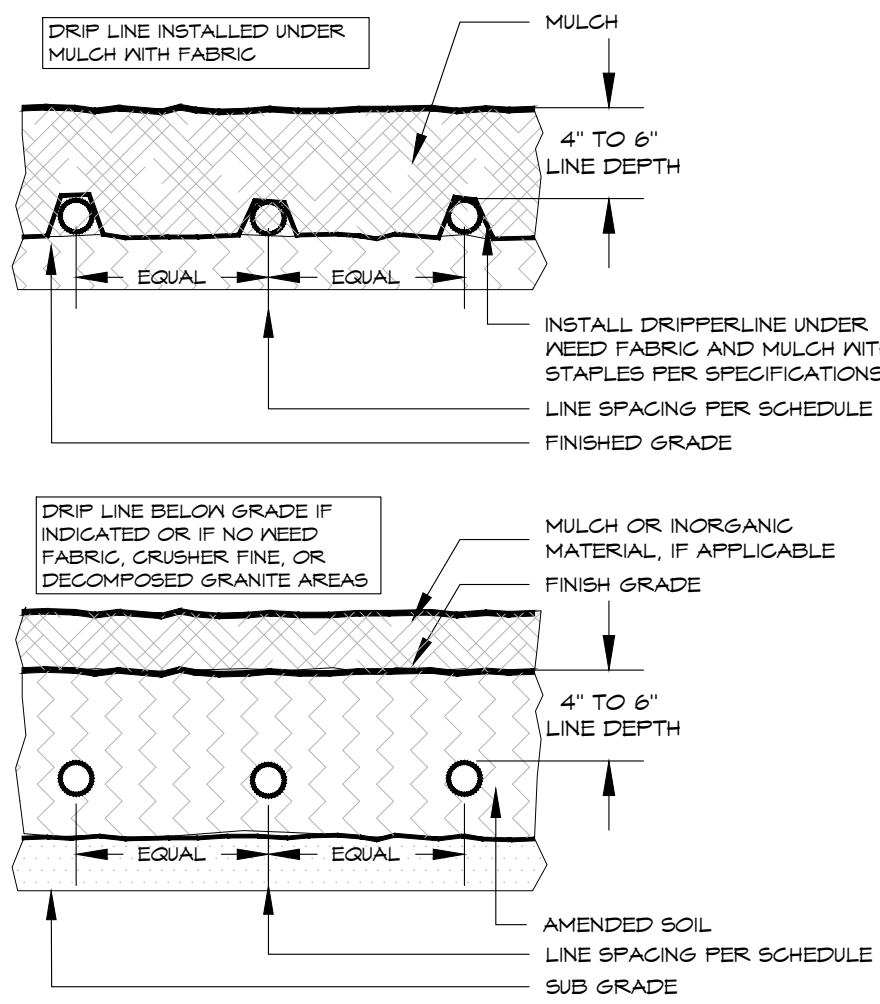
SUBSURFACE DRIP - TOP VIEW
IRREGULAR AREAS - TYPICAL

2



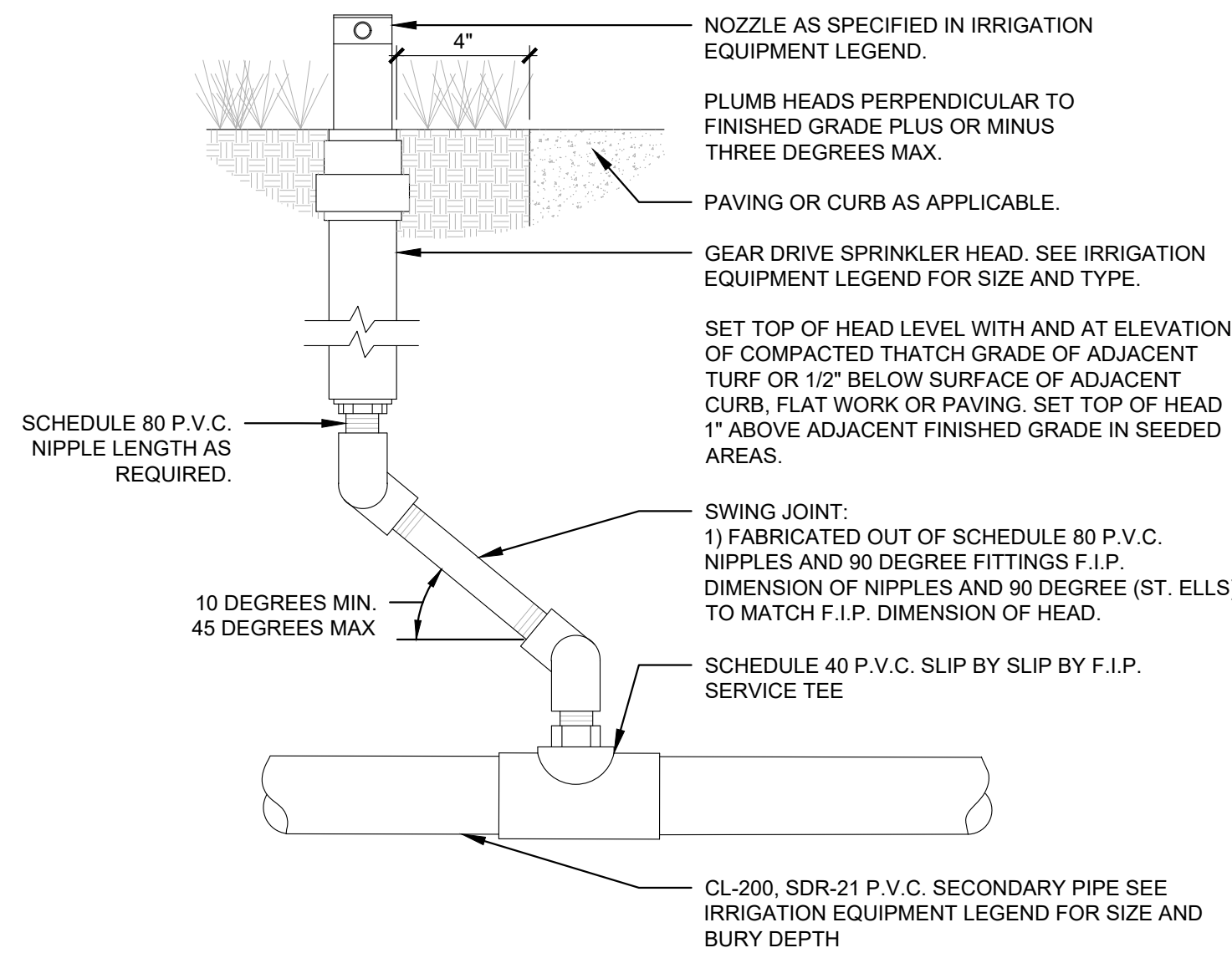
EMITTER TUBING LAYOUT
LITE LAYOUT

3



SUBSURFACE DRIP
HORIZONTAL VIEW - Bed

4



IR15 GEAR DRIVE SPRINKLER HEAD
DT NO SCALE

SFE - Tap 1							
		Parker Water & Sanitation District (PWSD) Landscape/Irrigation Worksheet					
Project Name: Parker Arts, Culture & Event Center (PACE) Garage						Prepared 2/15/2024	
Landscape/Irrigation Tap address (physical location of tap): <Location> On the East side of Pine Dr. approximately 150' south of the south R.O.W. along Mainstreet							
SFE Requirement							
Low Water Native		Grass and Spray		Non-Irrigated area		PWSDF	
Tap Description	High Water TURF (6,000sf = 1 SFE)	Shrubs & Perennials (10,000sf = 1 SFE)	Drip Irrigated area (20,000sf = 1 SFE)	Sub-Total of (calculated) Areas		one SFE per 6000	(Sub-Total Calculation divided by 6000 = requirement)
Tap 1 - 0.75"	5743sf x 1 = 5743	0sf x .6 = 0	23340sf x .3 = 7,002	0sf x 0 = 0		12,745	6,000
							2.12
Worksheet Completed by: Existing		Owner/Developer: Parker Arts, Culture & Event Center (PACE)					
Company: Hydrosystems-KDI		Attn: N/A					
Address: 860 Tabor St. Suite 200		Billing Address: 20000 Pikes Paek Avenue, Parker, CO. 80138					
Lakewood, CO 80401							
Phone #: 303-980-5327		Phone #: 303-805-6800					
ET Controller (with Rain Sensor) (EXISTING)							
Manufacturer: TORO							
Model Number: Sentinel 36 station							
Tap Size Requirements: 0 - 1 SFE's requires a 3/4-inch tap 1.1 - 2.0 SFE's requires a 1-inch tap 2.1 - 4.0 SFE's requires a 1 1/2-inch tap 4.1 - 7.0 SFE's requires a 2-inch tap 7.1 - 16.0 SFE's requires a 3-inch tap							

Parker Water & Sanitation District (PWSD) SFE Chart
Existing Irrigated Landscape (As-Is)

C1

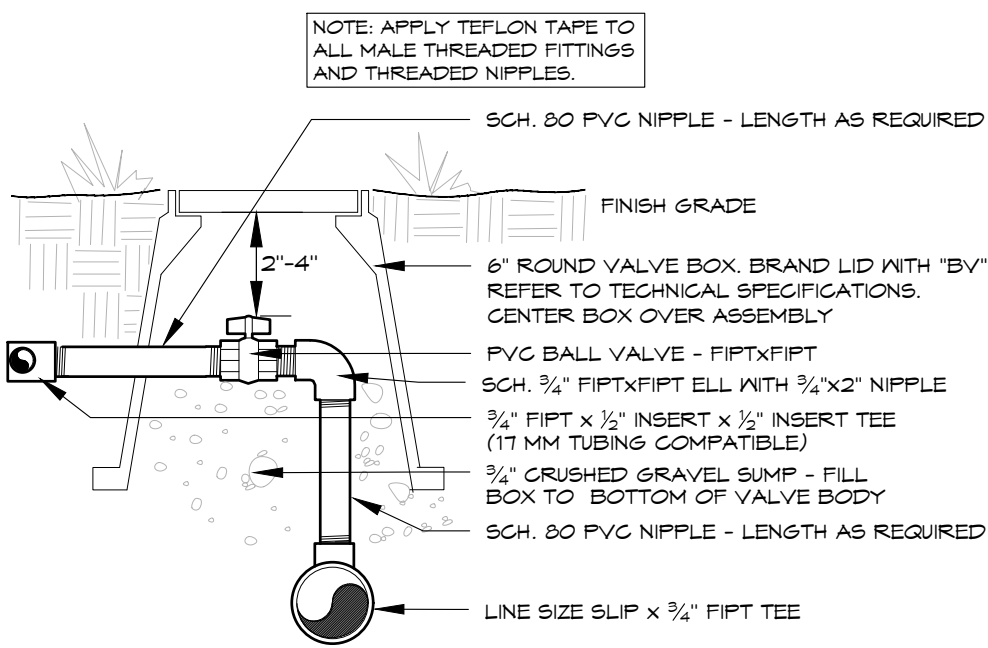
SFE - Tap 1							
Parker Water & Sanitation District (PWSD) Landscape/Irrigation Worksheet							
Project Name: Parker Arts, Culture & Event Center (PACE) Garage						Prepared 2/15/2024	
Landscape/Irrigation Tap address (physical location of tap): <Location> On the East side of Pine Dr. approximately 150' south of the south R.O.W. along Mainstreet							
						SFE Requirement	
						(Sub-Total	
						Calculation divided	
						by 6000 =	
						requirement)	
Tap Description	High Water TURF (6,000sf = 1 SFE)	Shrubs & Perennials (10,000sf = 1 SFE)	Drip Irrigated area (20,000sf = 1 SFE)	Non- Irrigated area	Sub-Total of (calculated) Areas	PWSD one SFE per 6000	
Tap 1 - 0.75"	5743sf x 1 = 5743	6761sf x .6 = 4,057	25840sf x .3 = 7,752	0sf x 0 = 0	17,552	6,000	2.93
Worksheet Completed by: Existing Owner/Developer: Parker Arts, Culture & Event Center (PACE)							
Company: Hydrosystems-KDI		Attn: N/A					
Address: 860 Tabor St. Suite 200		Billing Address: 20000 Pikes Paek Avenue, Parker, CO. 80138					
Lakewood, CO 80401							
Phone #: 303-980-5327		Phone #: 303-805-6800					
ET Controller (with Rain Sensor) (EXISTING)							
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Parker Water & Sanitation District (PWSD) SFE Chart
Updated Irrigated Landscape (Existing + New)

C2

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EMITTER TUBING CONNECTION
with with PVC and ValveBox

6

CIVIC CENTER F1 EXEMPTION PLAT L1 - PARKING GARAGE

SITE PLAN

PARKER, COLORADO

SITUATED IN THE NORTHEAST 1/4 OF SECTION 22 AND THE NORTHWEST 1/4 OF SECTION 23,
TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO.

Civic Center F1 Exemption Plat L1 - Parking Garage Code Summary

Project Description.

The Project consists of a 4-story structure with 296 parking spaces. The garage will replace the existing 255 surface parking on PACE Lot 2A and 2B, and Lot 1. Pedestrian and vehicular entrances are located at different locations creating safe circulation zones for each use. Stairs at the northeast and southwest corners provide secondary circulation as well as for emergency access. The parking area of the garage is naturally ventilated.

PACE Parking Garage includes the following:

- 296 Parking Spaces including 9 Accessible Parking Spaces, 2 Van Accessible Parking Spaces, 1 Van Accessible EVSE Installed Parking Space, 9 EVSE Installed Parking Spaces and 9 EV Ready Parking Spaces
- (2) Egress Stairs, (2) Elevators, Elevator Lobbies, and Fire Pump Room on Level 1

Applicable Codes and Standards

2021 Parker Administrative Code
2021 IBC w/ IFC, IMC, IPC, IFGC, IECC
2020 National Electrical Code
2017 ICC A117.1, Accessibility requirements
ANSI/ASME A17.1, Safety Code for Elevators 2017

NFPA Standards: Title of Publication – Date (refer to Chapter 35 of 2021 IBC and Chapter 80 of 2021 IFC).

NFPA 10	Standard for Portable Fire Extinguishers – 2021
NFPA 13	Standard for Installation of Sprinkler Systems – 2019
NFPA 14	Standard for Installation of Standpipe and Hose System - 2019
NFPA 20	Standard for the Installation of Stationary Pumps – 2019
NFPA 24	Standard for Installation of Private Fire Service Mains and Their Appurtenances - 2019
NFPA 72	National Fire Alarm Signaling Code – 2019
NFPA 101	Section 42.8 Special Provisions for Parking Structures - 2021
NFPA 110	Standard for Emergency and Standby Power System – 2019

Other requirements:

Install Knox boxes in the required quantity and location as determined in the field by the fire department.
Fire Sprinkler cutsheets

Deferred Submittals		
Automatic Sprinklers and Standpipes	PT calculations/design	Elevators
Shoring	Prefabricated Steel Stairs	Two-Way Communication Systems at Stairway Landings

Code Summary:

- Construction Type of Building: Type I-B, Section 510
- Occupancy Classification: S-2
- Standpipe Systems: Automatic standpipe system

PACE Parking Garage - 4 Story Building		
Floor Level (Construction)	Occupancy Group (Use)	Area in GSF (per floor)
1 (I-B)	S-2 (Elevator Lobby, Fire Control, Stairs)	411 GSF
	S-2 (Parking)	22,597 GSF
2 (I-B)	S-2 (Elevator Lobby, Stairs)	411 GSF
	S-2 (Parking)	27,370 GSF
3 (I-B)	S-2 (Elevator Lobby, Stairs)	411 GSF
	S-2 (Parking)	27,370 GSF
4 (I-B)	S-2 (Elevator Lobby, Stairs)	411 GSF
	S-2 (Parking)	27,394 GSF
Building Total		106,333 GSF

Exit widths	IBC 1005 Means of Egress Sizing	
	Stairways exit capacity	0.3"/person
	Exit capacity of 44" stairway	146 people (see life safety plans)
	Non-stairways exit capacity	0.2"/person
	36" wide doors with 33" clear width = egress capacity of 146 people.	
Stairway Landings	IBC 1011.2	Stairway width shall not be less than 44 inches.
	IBC 1011.6.	Width: no less than the width of the stairway served. Depth: equal to the width or 48" whichever is less.
Travel Distance	IBC Table 1017.2. Travel distance to an exit is limited to 400 ft for S-2 with automatic sprinkler system throughout.	
Common Path of Travel	IBC Table 1006.2.1 For S-2 Occupancy, the maximum common path of egress travel for S occupancy is 100 feet with automatic sprinkler system throughout.	
Occupant Load Factors	IBC Table 1004.5 (re to IBC 1004 for gross & net definitions)	
	Garage	1:200 SF gross (S-2)
	Storage/MEP	1:300 SF gross (S-2)
Number of Exits	Number of exits per story, IBC 1006.3, and number of exits per each room, IBC Table 1006.3.3.	
	For Occupant Load less than 500, minimum number of exits from story is 2. Refer to Sheets 13 and 14 - Life Safety Plans.	
Exit Separation	IBC Section 1007.1.1. Two exits or exit access doorways. Where two exits or exit access doorways are provided, they shall have a separation distance of not less than 1/3 of the length of the overall diagonal distance of the area served, where a building is equipped throughout with an automatic sprinkler system.	

Stair Enclosures	2-hour fire-resistance rated enclosures with 90-minute protected openings, IBC 1023.2 & Table 716.1(2). Stairway enclosures are self-supporting concrete with 2-hour fire resistance rated assemblies.	
Stairway Penetration	IBC 1023.5 Penetrations. Penetrations into or through interior exit stairways and ramps are prohibited except for equipment and ductwork necessary for independent ventilation or pressurization, sprinkler piping, standpipes, electrical raceway for fire department communication systems and electrical raceway serving the interior exit stairway and ramp and terminating at a steel box not exceeding 16 square inches. Such penetrations shall be protected in accordance with Section 714. There shall not be penetrations or communication openings, whether protected or not, between adjacent interior exit stairways and ramps. Exception: Membrane penetrations shall be permitted on the outside of the interior exit stairway and ramp. Such penetrations shall be protected in accordance with Section 714.4.2.	
Parapet	IBC Section 705.11. All fire separation distances exceed 5 ft., parapets are not required, re: exception #1	
Shafts	IBC 713.4, Table 716.1(2). Two-hour fire resistance rated elevator hoist way enclosures, shaft enclosures with 90-minute protected openings. Fire and smoke dampers to comply with IBC 717.5.3.	
Clear Height	IBC 406.2.2. The clear height of each floor level in vehicle and pedestrian traffic areas shall not be less than 7 feet.	
Electric Vehicle Charging Stations	IBC 406.2.7. Where provided, electric vehicle charging systems shall be installed in accordance with NFPA 70. Electric vehicle charging system equipment shall be listed and labeled in accordance with UL 2022. Electric vehicle supply equipment shall be listed and labeled in accordance with UL 2594. Accessibility to electric vehicle charging stations shall be provided in accordance with Section 1108.	
Vehicle Barriers	IBC 406.4.2. Vehicle barriers not less than 2 feet 9 inches in height shall be placed where the vertical distance from the floor of a drive lane or parking space to the ground or surface directly below is greater than 1 foot. Vehicle barriers shall comply with the loading requirements of Section 1607.10.	
Ramps	IBC 406.4.3 Vehicle ramps shall not be considered as required exits unless pedestrian facilities are provided. Vehicle ramps that are utilized for vertical circulation as well as for parking shall not exceed 1 unit in vertical 15 units horizontal (6.67 percent slope)	
Openings	IBC 406.5.2 For natural ventilation purposes, the exterior side of the structure shall have uniformly distributed openings on two or more sides. The area of such opening in exterior walls on a tier shall be not less than 20 percent of the total perimeter wall area of each tier. The aggregate length of the openings considered to be providing natural ventilation shall not be less than 40 percent of the perimeter of the tier. Interior wall shall not be less than 20 percent open with uniformly distributed openings.	
Area and height	IBC Table 406.5.4. Open Parking Garages Area and Height I-B Construction, Height per Tier – Unlimited, Ramp Access – 12 Tiers max., Automatic Sprinkler System 18 Tiers max.	
Construction	IBC 406.5.1 Open parking garages shall be of Type I, II or IV construction. Open parking garages shall me the design requirements of Chapter 16.	
Means of Egress	IBC 406.5.7. Where persons other than parking attendants are permitted, open parking garages shall meet the means of egress requirements of Chapter 10. Each exit stairway shall not be less than 36 inches in width.	
Standpipe System	IBC 406.5.8. An open parking garage shall be equipped with a standpipe system as required by Section 905.3.	
Roof Access	The Northeast and Southwest Stairs extend to the roof to serve the level 4 parking roof. A standpipe roof manifold is provided within 20 ft of each stairway door to the roof.	
Automatic Sprinkler System	IBC 903.2.10 Group S-2 Parking Garages An automatic sprinkler system shall be provided throughout buildings classified as parking garages where the fire areas of the open parking garage in accordance with Section 406.5 exceeds 48,000 sf. NFPA 13 automatic sprinkler system shall be used.	
Fire Alarm and Detection Systems		
	NFPA 101 - 42.8.3.4.1.1 Parking structures not exceeding an aggregate of 100,000 sf shall not be required to have a fire alarm system.	
	NFPA 101 - 42.8.3.4.1.3 Parking structures protected throughout by an approved sprinkler system in accordance with Section 9.7 shall not be required to have a fire alarm system.	
	IBC 907.2.10 Group S A manual fire alarm system is required in accordance with Section 907.5 shall be installed in Group S public three stories or greater.	
	Exception: Manual fire alarm boxes are not required where the building is equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1 and the occupant notification appliances will activate throughout the notification zones upon sprinkler water flow.	

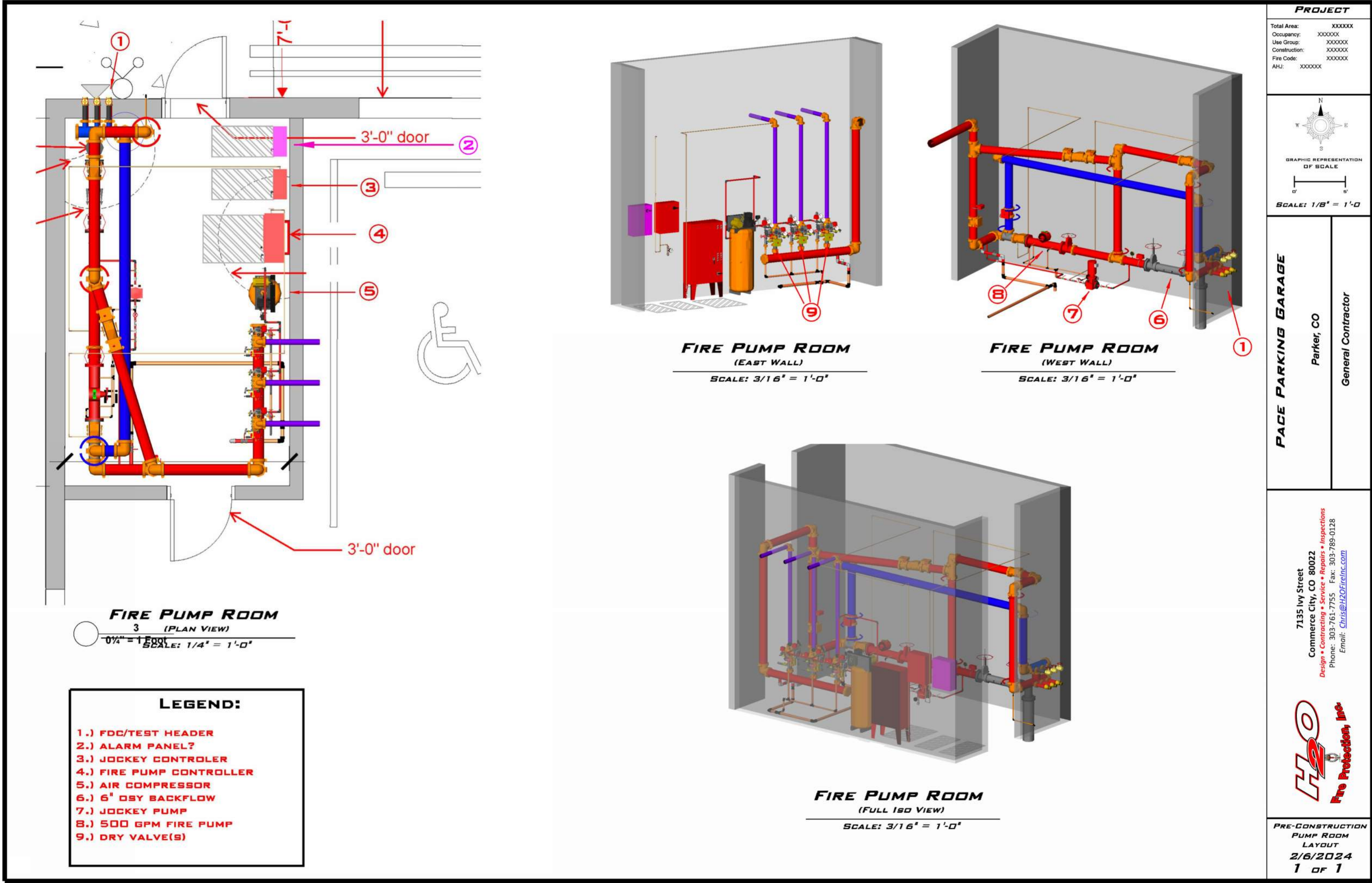
Elevator Size	Stretcher elevators, IBC 3002.4. Where elevators are provided in buildings of four or more stories above grade plane, not fewer than one elevator shall be provided for the fire department emergency access to all floors. The stretcher size elevators shall be of a size and arrangement to accommodate an ambulance stretcher 24 inches by 84 inches with not less than 5-inch radius corners, in the horizontal, open position and shall be identified by the international symbol for emergency medical services (Star of Life).	
Elevator control rooms	IBC 3005.4. 2-HR FRR with 90-minute protection opening. Elevators are machine-roomless. Controllers are located in the elevator door jamb on Level 04.	
Combustibles	IBC 603. Use of combustible materials is limited as outlined in section 603.	
Standpipes:	Provided per NFPA 14, one standpipe riser is provided in each stairway enclosure. Distance from the most remote portion of a sprinkler-protected floor does not exceed 200 ft per IFC Section 905.4 Location of Class 1 Standpipe hose Connections. Item #6. Standpipe roof manifolds are provided at stairways.	
Fire Pump	IFC 913.1 and NFPA 20. Fire pump room is on the first floor. Fire pump room has 2-HR FRR enclosure as required by NFPA 20. Fire pump is supplied by two sources of water. Floor drain and mechanical ventilation shall be provided serving the pump room per NFPA 20.	
Fire Extinguishers	IFC 906.1. Fire extinguishers shall be located such that all portions of the building are within 75 ft of travel distance. Size of extinguishers to be established (not less than 2A10BC) based on area covered by the extinguisher per NFPA 10.	
2-Way Communication	IFC 1009.8. A monitored two-way communication system (accessibility requirement) is provided in the elevator lobbies on all levels except level of exit discharge. Signage to comply with IBC Section 1009.8.2. Shop drawings will be submitted for review and approval.	
Lighting	IBC 1204.2 Minimum net glazed area shall not be less than 8% of the floor area of the room served, Natural Light or artificial lights to be provided, IBC 1204.1 General.	
Glazing	IBC 2406.4 Safety glazing shall be provided in hazardous locations.	
Roof Classification	IBC 1505.2 Class A Roof, Exception 1. When roof coverings are of brick, masonry, or an exposed concrete roof.	
FDCs	NFPA 13 Location of FDC (within 100 ft. of a fire hydrant) is shown on Sheet 3 – Site Plan and Sheet 14 – Fire Life Safety Diagram plan and will be field coordinated with Fire Code Official.	

CIVIC CENTER F1 EXEMPTION PLAT L1 - PARKING GARAGE

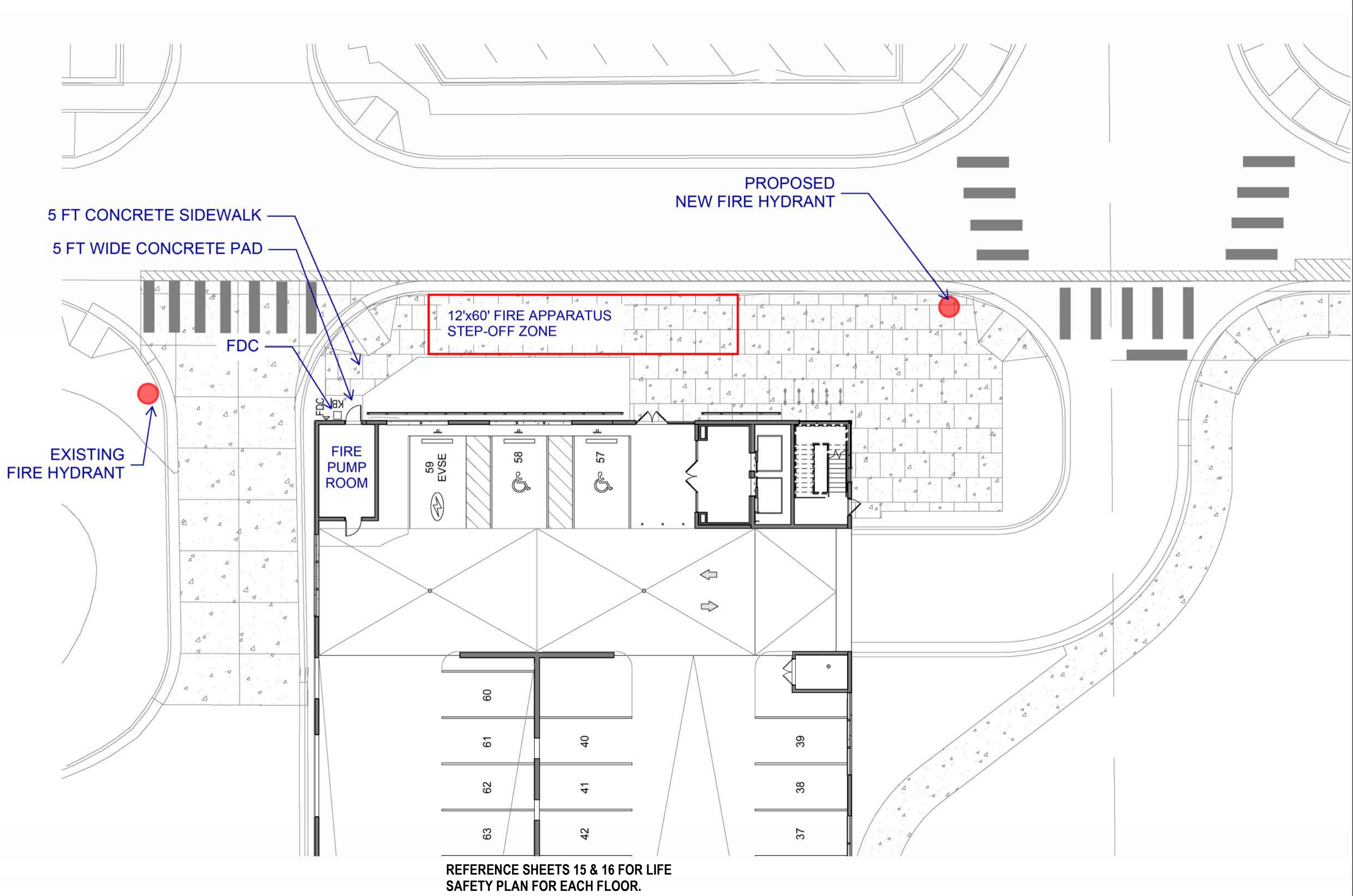
SITE PLAN

PARKER, COLORADO

SITUATED IN THE NORTHEAST 1/4 OF SECTION 22 AND THE NORTHWEST 1/4 OF SECTION 23,
TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO.



2 FIRE PUMP ROOM EQUIPMENT LAYOUT DIAGRAM
NTS



1 FIRE ACCESS DIAGRAM
NTS

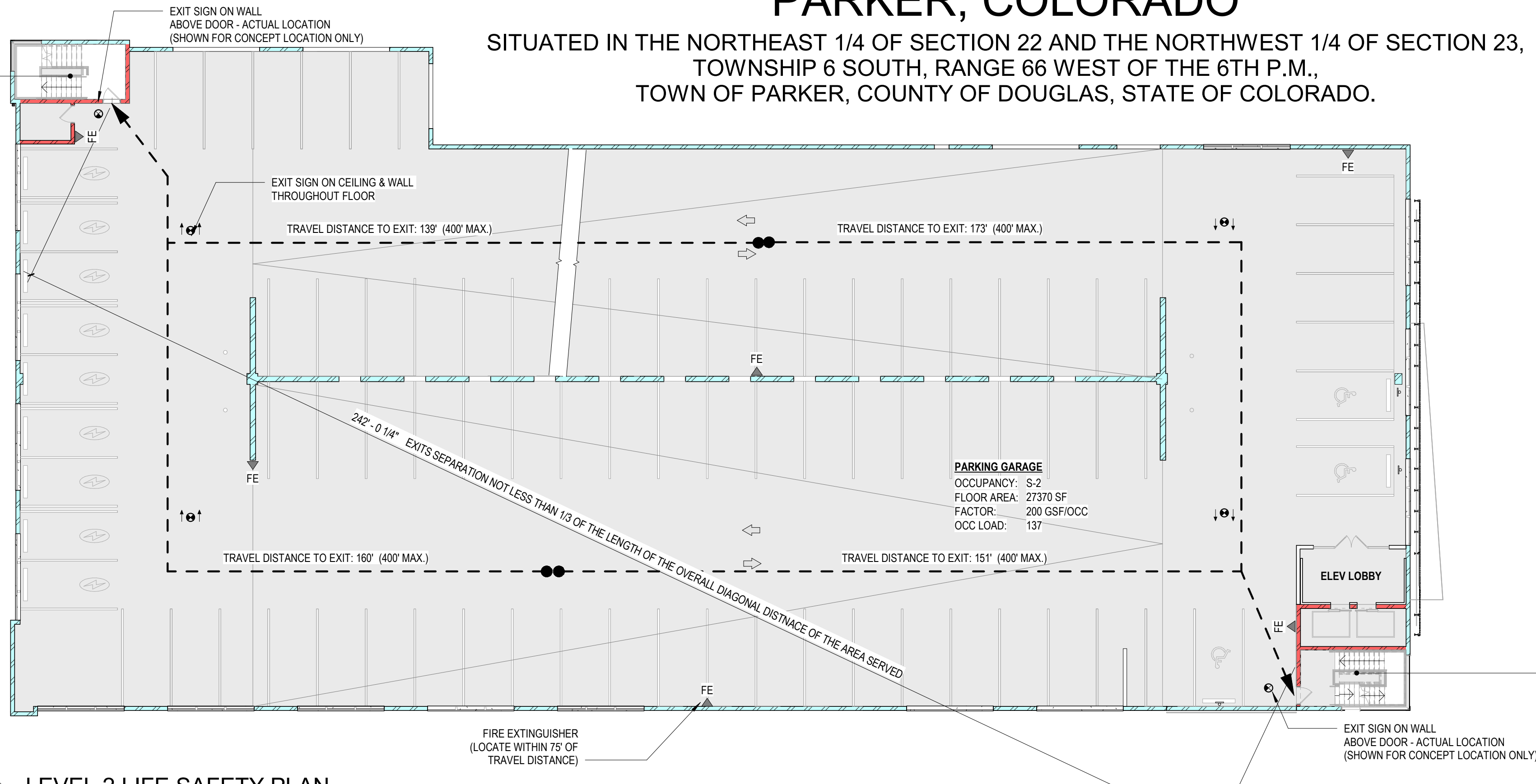
CIVIC CENTER F1 EXEMPTION PLAT L1 - PARKING GARAGE

SITE PLAN

PARKER, COLORADO

SITUATED IN THE NORTHEAST 1/4 OF SECTION 22 AND THE NORTHWEST 1/4 OF SECTION 23,
TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO.

STAIR #2	
EXIT STAIR	
REQ'D MINIMUM WIDTH:	44"
ACTUAL WIDTH PROVIDED:	44"
OCC LOAD FACTOR:	0.3" / OCC
AVAILABLE STAIR CAPACITY:	146 OCC
EGRESS DOOR	
REQ'D MINIMUM WIDTH:	32"
ACTUAL WIDTH PROVIDED:	34.75"
OCC LOAD FACTOR:	0.2" / OCC
AVAILABLE DOOR CAPACITY:	173 OCC
ACTUAL OCCUPANT LOAD:	58 OCC



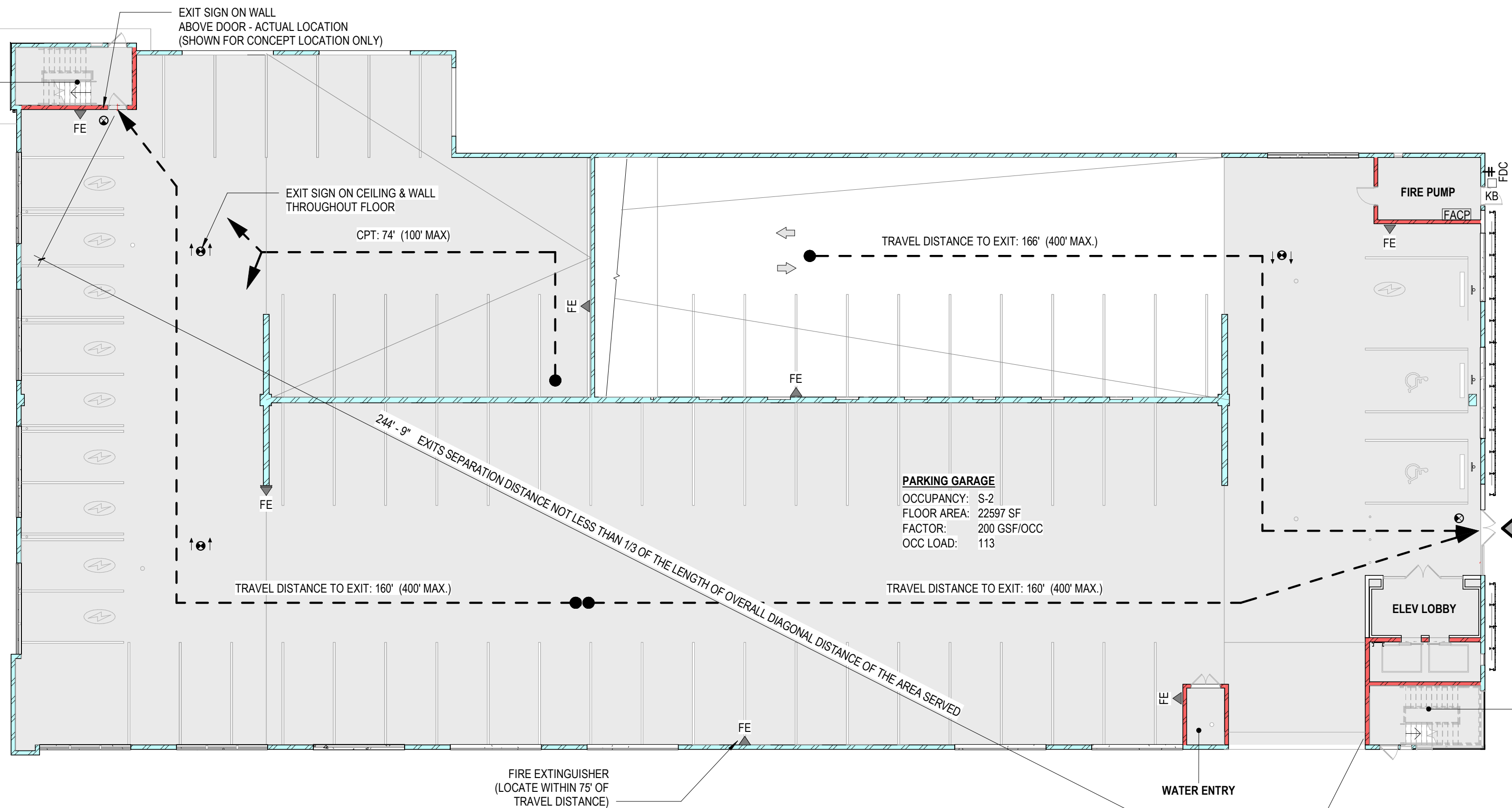
LIFE SAFETY LEGEND	
---	TRAVEL DISTANCE (S-2-400' MAX)
FEC	FIRE EXTINGUISHER CABINET (COORDINATE FINAL LOCATION WITH LOCAL FIRE DEPARTMENT)
FE	FIRE EXTINGUISHER AND MOUNTING BRACKET (COORDINATE FINAL LOCATION WITH LOCAL FIRE DEPARTMENT)
FACP	FIRE ALARM CONTROL PANEL
△	ACCESSIBLE ENTRY/EXIT
⊙	EXIT
⊕	FIRE DEPARTMENT CONNECTION (PROPOSED LOCATION)
KB	KNOX BOX

NOTE:
CONTRACTOR TO OBTAIN FIELD APPROVAL FOR THE MOUNTING LOCATION FROM THE FPD TESTING GROUP

STAIR #1	
EXIT STAIR	
REQ'D MINIMUM WIDTH:	44"
ACTUAL WIDTH PROVIDED:	44"
OCC LOAD FACTOR:	0.3" / OCC
AVAILABLE STAIR CAPACITY:	146 OCC
EGRESS DOOR	
REQ'D MINIMUM WIDTH:	32"
ACTUAL WIDTH PROVIDED:	34.75"
OCC LOAD FACTOR:	0.2" / OCC
AVAILABLE DOOR CAPACITY:	173 OCC
ACTUAL OCCUPANT LOAD:	58 OCC

2 LEVEL 2 LIFE SAFETY PLAN
1/16" = 1'-0"

STAIR #2	
EXIT STAIR	
REQ'D MINIMUM WIDTH:	44"
ACTUAL WIDTH PROVIDED:	44"
OCC LOAD FACTOR:	0.3" / OCC
AVAILABLE STAIR CAPACITY:	146 OCC
EGRESS DOOR	
REQ'D MINIMUM WIDTH:	32"
ACTUAL WIDTH PROVIDED:	34.75"
OCC LOAD FACTOR:	0.2" / OCC
AVAILABLE DOOR CAPACITY:	173 OCC
ACTUAL OCCUPANT LOAD:	56 OCC



STAIR #1	
EXIT STAIR	
REQ'D MINIMUM WIDTH:	44"
ACTUAL WIDTH PROVIDED:	44"
OCC LOAD FACTOR:	0.3" / OCC
AVAILABLE STAIR CAPACITY:	146 OCC
EGRESS DOOR	
REQ'D MINIMUM WIDTH:	32"
ACTUAL WIDTH PROVIDED:	34.75"
OCC LOAD FACTOR:	0.2" / OCC
AVAILABLE DOOR CAPACITY:	173 OCC
ACTUAL OCCUPANT LOAD:	56 OCC

1 LEVEL 1 LIFE SAFETY PLAN
1/16" = 1'-0"

CODE SUMMARY		
BUILDING SUMMARY		
BUILDING HEIGHT:	4 STORIES	
BUILDING FLOOR AREA:	80,111 GSF	
BUILDING CONSTRUCTION TYPE:	TYPE I-B	
OCCUPANCY CLASSIFICATION:	S-2	
STANDPIPE SYSTEM:	AUTOMATIC STANDPIPE SYSTEM	
AUTOMATIC SPRINKLER SYSTEM:	NFPA 13	
EGRESS DOOR WIDTH:	36" PROVIDED	
FIRE PUMP ROOM:	LOCATED AT GROUND FLOOR	
PER BUILDING CODE 2021 IBC (RE: SHEET 11 FOR FULL CODE ANALYSIS)		BUILDING PROVIDES
1. NUMBER OF EXITS:	IBC 1006.3, NUMBER OF EXITS PER STORY: PER TABLE 1006.3.3 OCCUPANT LOAD 1 - 500 PER STORY REQUIRES MINIMUM OF 2 EXITS PER STORY	AVERAGE OCC LOAD PER STORY: 141 2 EXITS
2. COMMON PATH OF TRAVEL:	IBC TABLE 1006.2.1 - MAXIMUM COMMON PATH OF EGRESS TRAVEL: 100 FEET (WITH SPRINKLER SYSTEM)	100 FEET
3. TRAVEL DISTANCE:	IBC TABLE 1017.2 - MAXIMUM TRAVEL DISTANCE TO AN EXIT: (WITH SPRINKLER SYSTEM)	400 FEET AVERAGE MAX. DISTANCE: 180 FEET
4. EXIT SEPARATION:	IBC TABLE 1017.1.1 - WHERE TWO EXITS ARE PROVIDED, THEY SHALL HAVE A SEPARATION DISTANCE OF NOT LESS THAN 1/3 OF THE LENGTH OF THE OVERALL DIAGONAL DISTANCE OF THE AREA SERVED.	TWO EXITS ARE SPACED NOT LESS THAN 1/3 APART OF THE OVERALL DIAGONAL DISTANCE

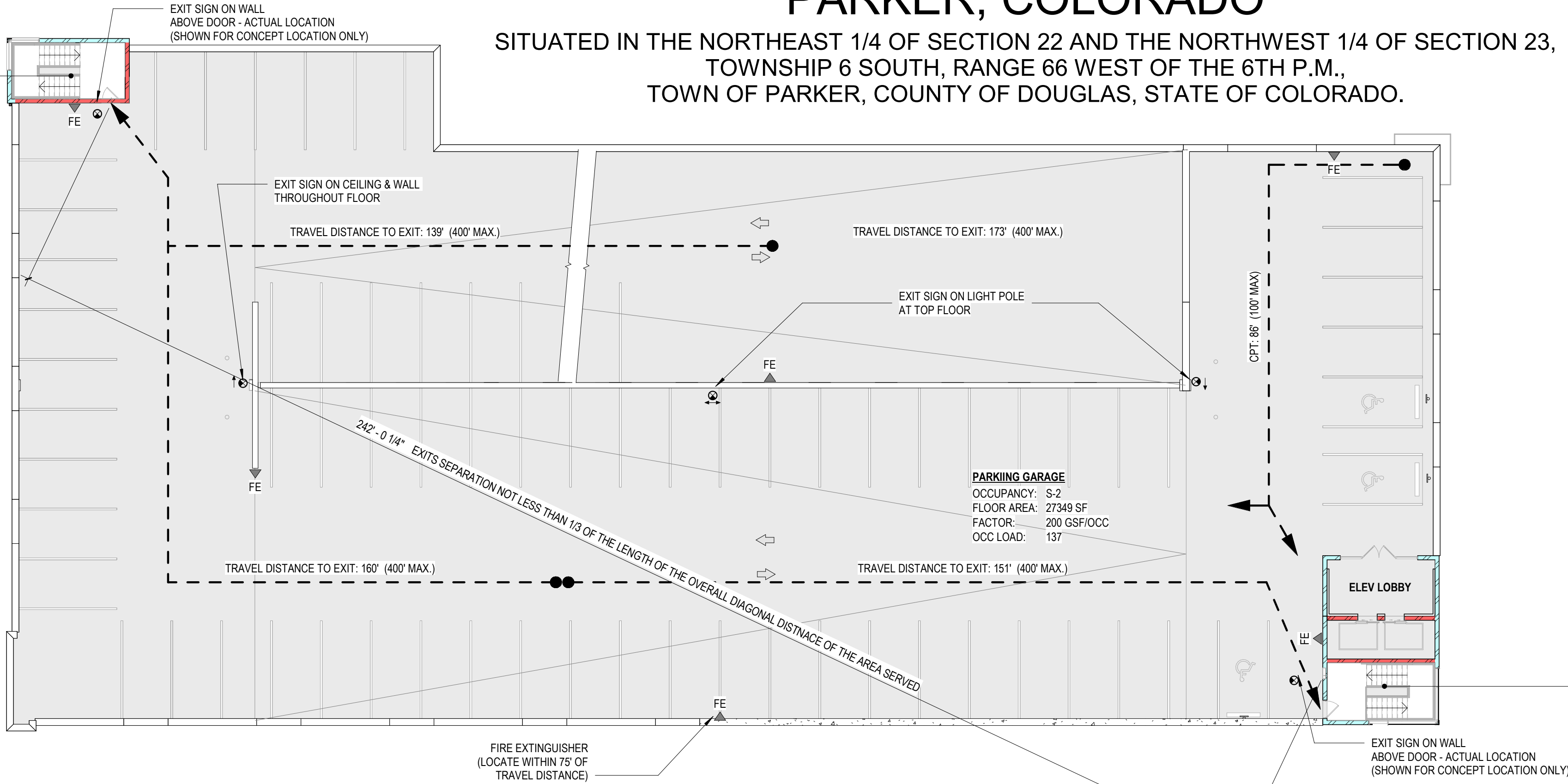
CIVIC CENTER F1 EXEMPTION PLAT L1 - PARKING GARAGE

SITE PLAN

PARKER, COLORADO

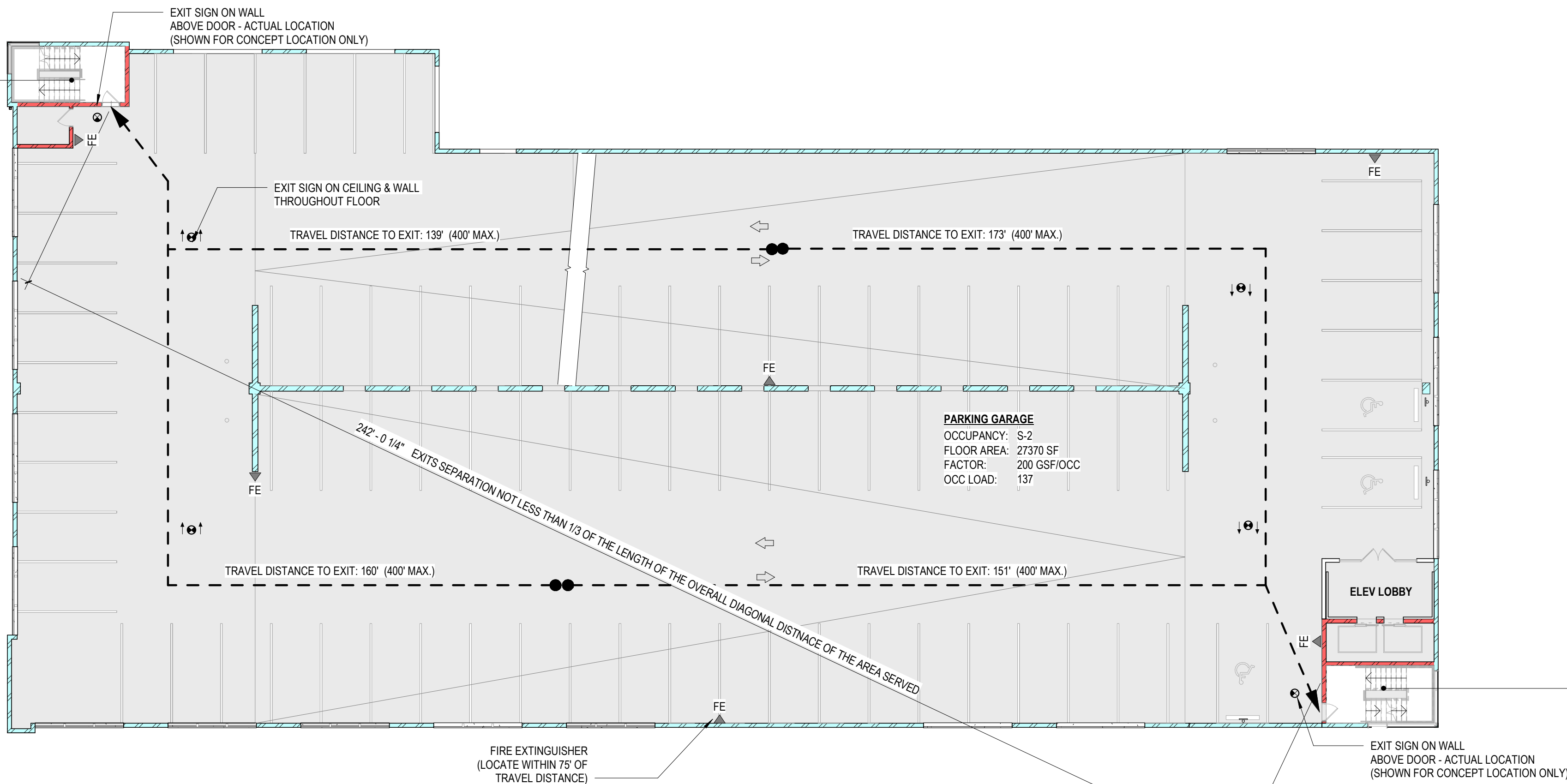
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TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO.

STAIR #2	
EXIT STAIR	
REQ'D MINIMUM WIDTH:	44"
ACTUAL WIDTH PROVIDED:	44"
OCC LOAD FACTOR:	0.3" / OCC
AVAILABLE STAIR CAPACITY:	146 OCC
EGRESS DOOR	
REQ'D MINIMUM WIDTH:	32"
ACTUAL WIDTH PROVIDED:	34.75"
OCC LOAD FACTOR:	0.2" / OCC
AVAILABLE DOOR CAPACITY:	173 OCC
ACTUAL OCCUPANT LOAD:	36 OCC



2 LEVEL 4 LIFE SAFETY PLAN
1/16" = 1'-0"

STAIR #2	
EXIT STAIR	
REQ'D MINIMUM WIDTH:	44"
ACTUAL WIDTH PROVIDED:	44"
OCC LOAD FACTOR:	0.3" / OCC
AVAILABLE STAIR CAPACITY:	146 OCC
EGRESS DOOR	
REQ'D MINIMUM WIDTH:	32"
ACTUAL WIDTH PROVIDED:	34.75"
OCC LOAD FACTOR:	0.2" / OCC
AVAILABLE DOOR CAPACITY:	173 OCC
ACTUAL OCCUPANT LOAD:	43 OCC



1 LEVEL 3 LIFE SAFETY PLAN
1/16" = 1'-0"

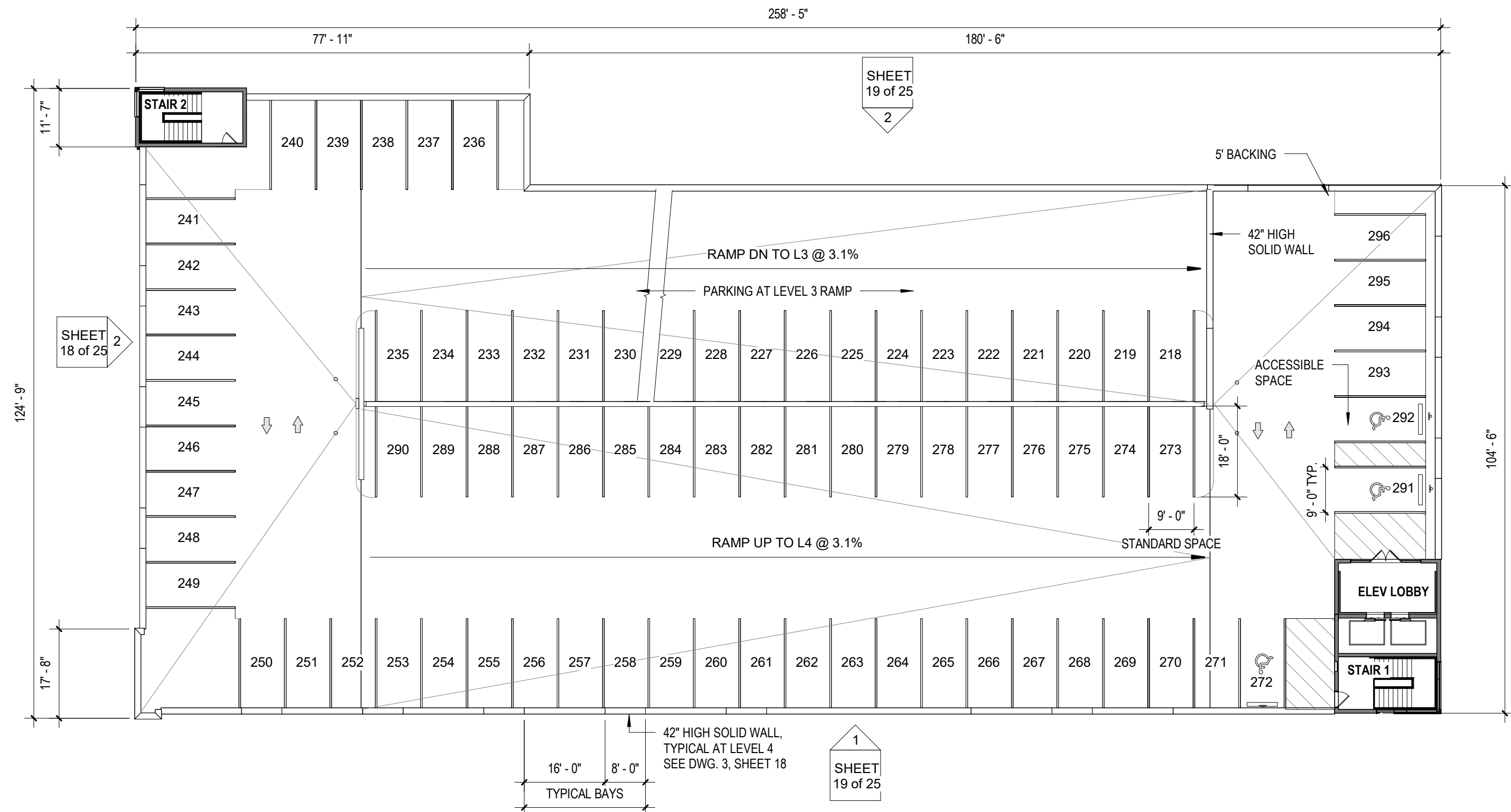
LIFE SAFETY LEGEND	
---	TRAVEL DISTANCE (S-2-400' MAX)
FEC	FIRE EXTINGUISHER CABINET (COORDINATE FINAL LOCATION WITH LOCAL FIRE DEPARTMENT)
FE	FIRE EXTINGUISHER AND MOUNTING BRACKET (COORDINATE FINAL LOCATION WITH LOCAL FIRE DEPARTMENT)
FACP	FIRE ALARM CONTROL PANEL
△	ACCESSIBLE ENTRY/EXIT
⬇	EXIT
FDC	FIRE DEPARTMENT CONNECTION (PROPOSED LOCATION)
NOTE: CONTRACTOR TO OBTAIN FIELD APPROVAL FOR THE MOUNTING LOCATION FROM THE FPD TESTING GROUP	
KB	KNOX BOX

CIVIC CENTER F1 EXEMPTION PLAT L1 - PARKING GARAGE

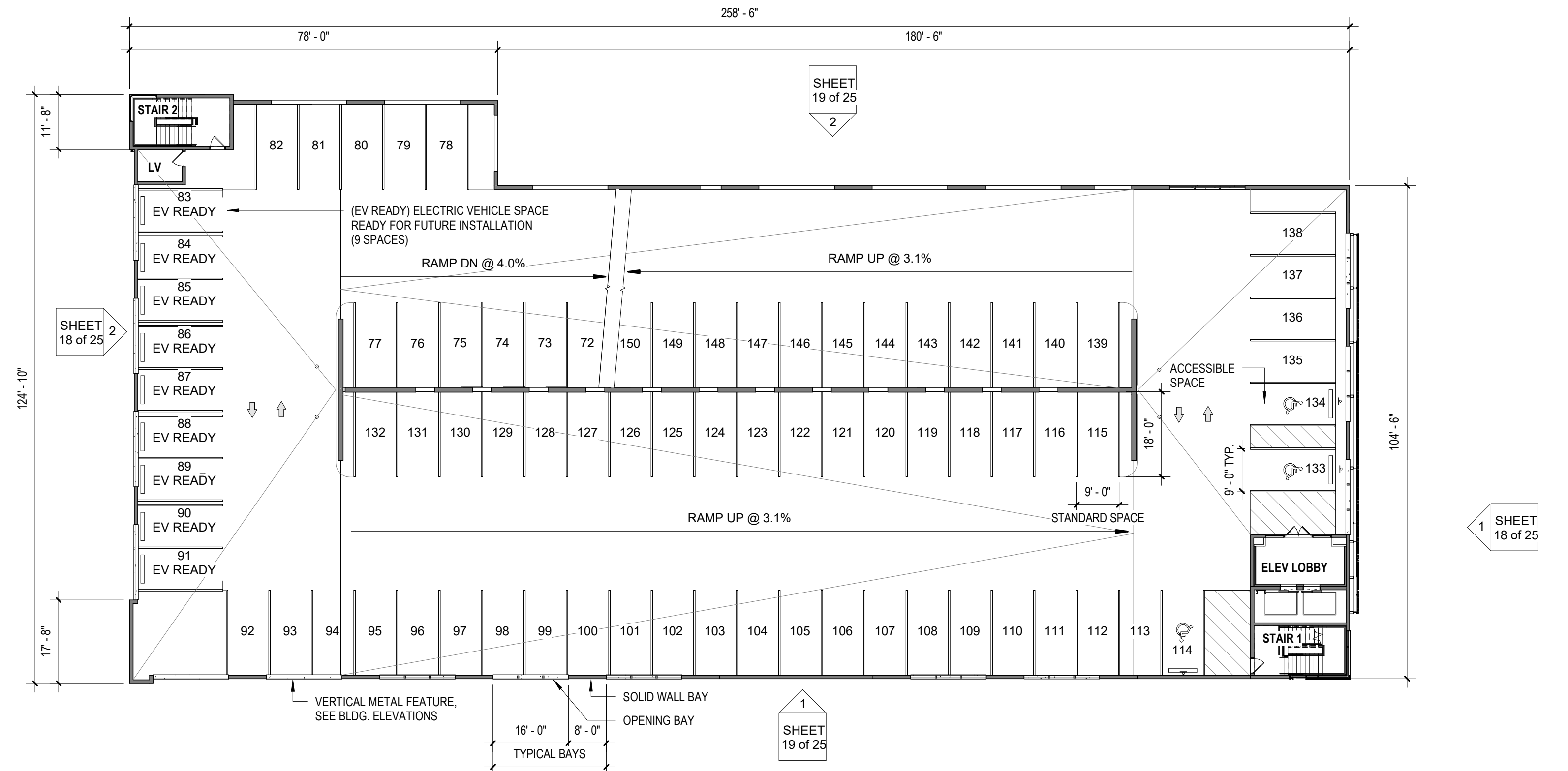
SITE PLAN

PARKER, COLORADO

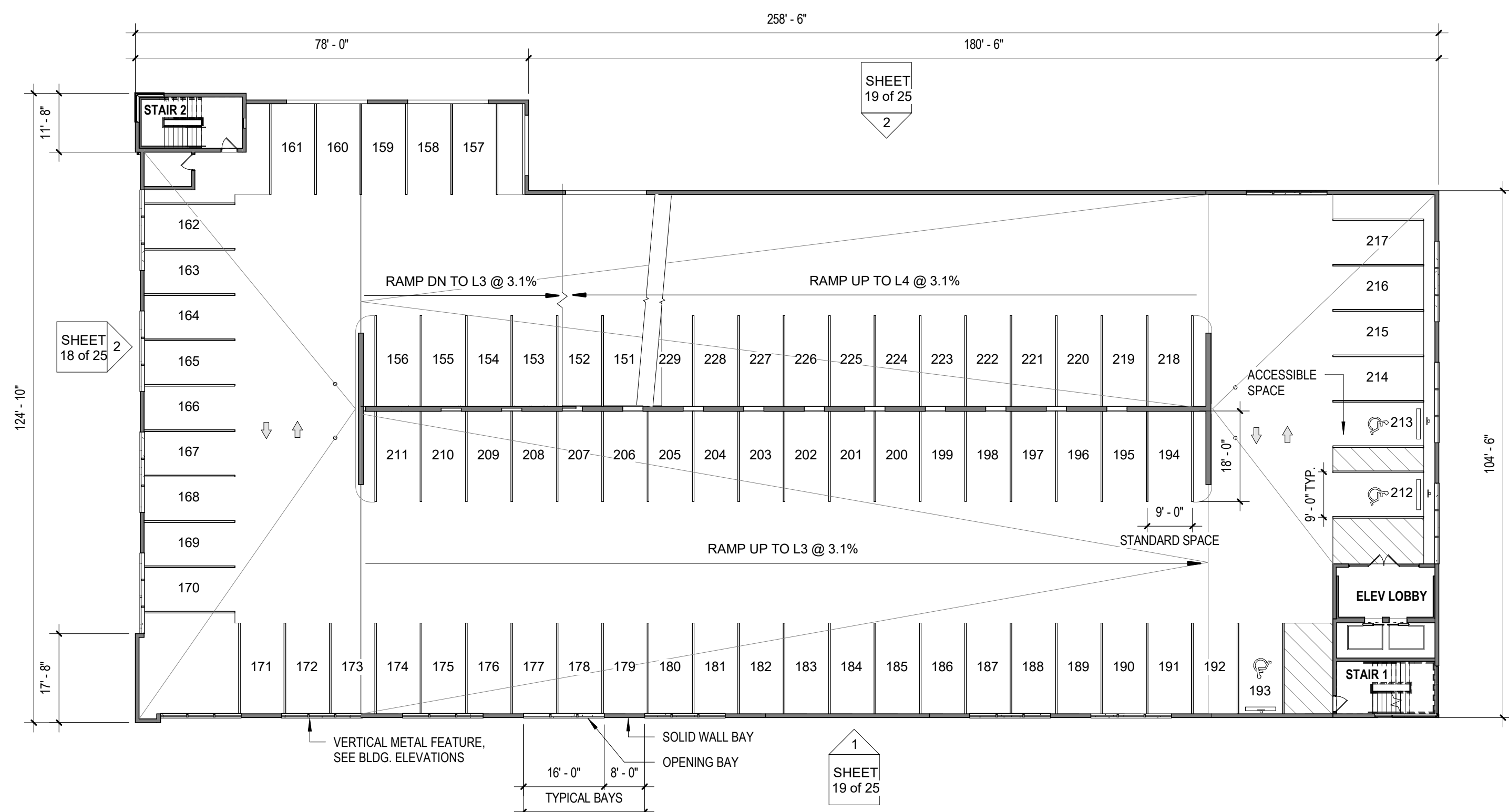
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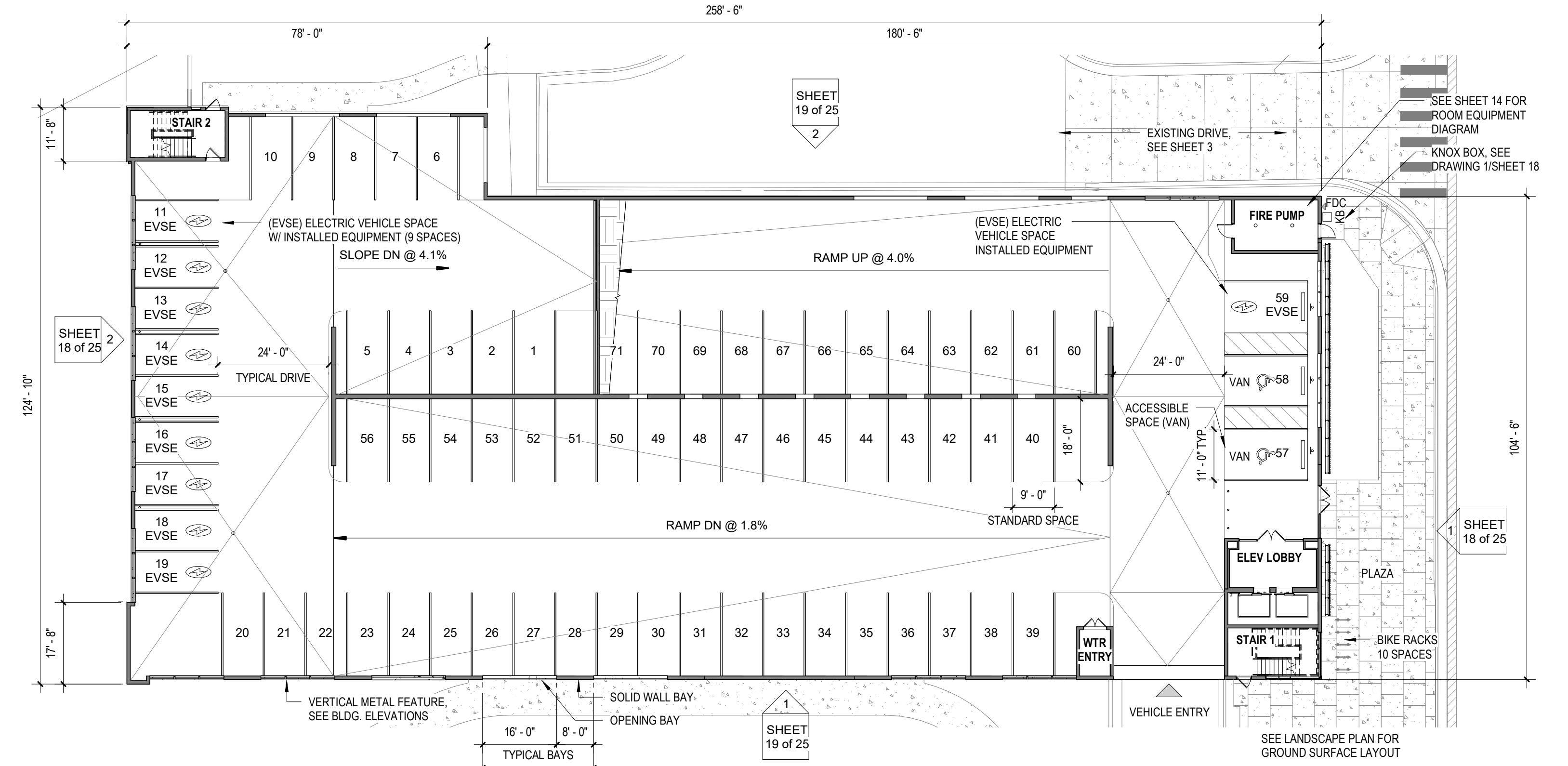
4 LEVEL 4 FLOOR PLAN
1" = 20'-0"



2 LEVEL 2 FLOOR PLAN
1" = 20'-0"



3 LEVEL 3 FLOOR PLAN
1" = 20'-0"



1 LEVEL 1 FLOOR PLAN
1" = 20'-0"

CIVIC CENTER F1 EXEMPTION PLAT L1 - PARKING GARAGE

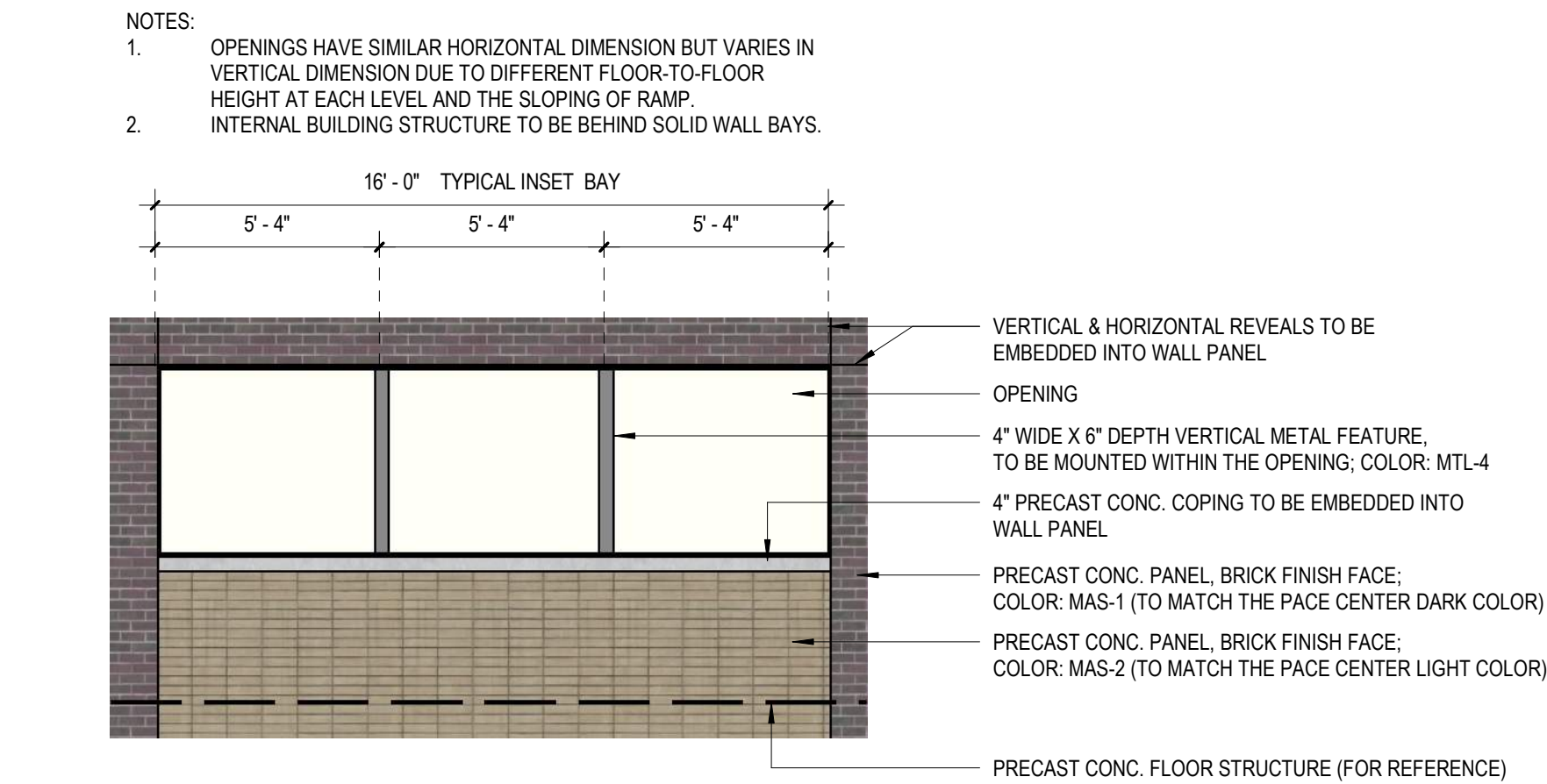
EXTERIOR MATERIAL LEGEND	
MAS-1	PRECAST CONCRETE PANEL, BRICK FACE FINISH; COLOR: CHARCOAL OR EQUAL (MATCH PACE CENTER DARK COLOR BRICK)
MAS-2	PRECAST CONCRETE PANEL, BRICK FACE FINISH; COLOR: BLONDE OR EQUAL (MATCH PACE CENTER LIGHT COLOR BRICK)
MAS-3	PRECAST CONCRETE PANEL, STANDARD FACE FINISH COLOR: GRAY
MTL-1	COMPOSITE METAL PANEL SYSTEM COLOR: CLASSIC BRONZE
MTL-2	PERFORATED WEATHERING STEEL PANEL (MATCH PACE CENTER METAL FEATURE)
MTL-3	STOREFRONT WINDOW / DOOR SYSTEM COLOR: BUCKSKIN
MTL-4	STOREFRONT WINDOW / DOOR SYSTEM & ACCENT METAL COLOR: CLASSIC BRONZE

NOTE: MATERIAL APPEARANCE AND COLOR ON DRAWINGS ARE GRAPHIC REPRESENTATION ONLY. REFER TO PHYSICAL MATERIAL SAMPLES.

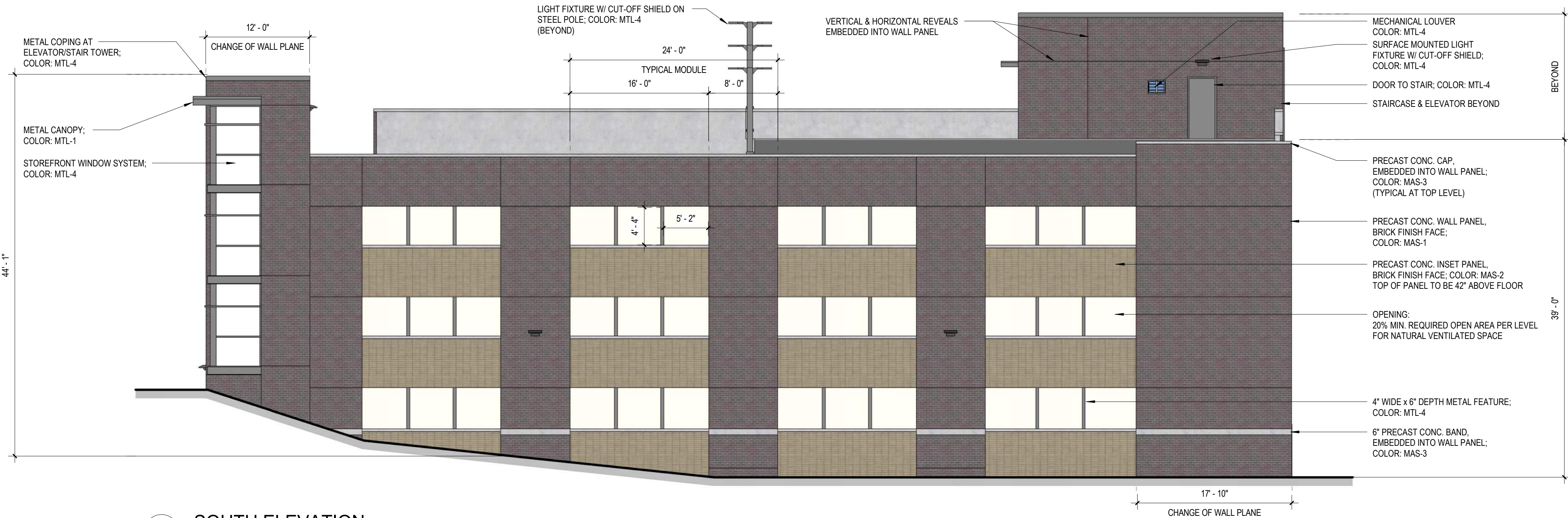
SITE PLAN PARKER, COLORADO

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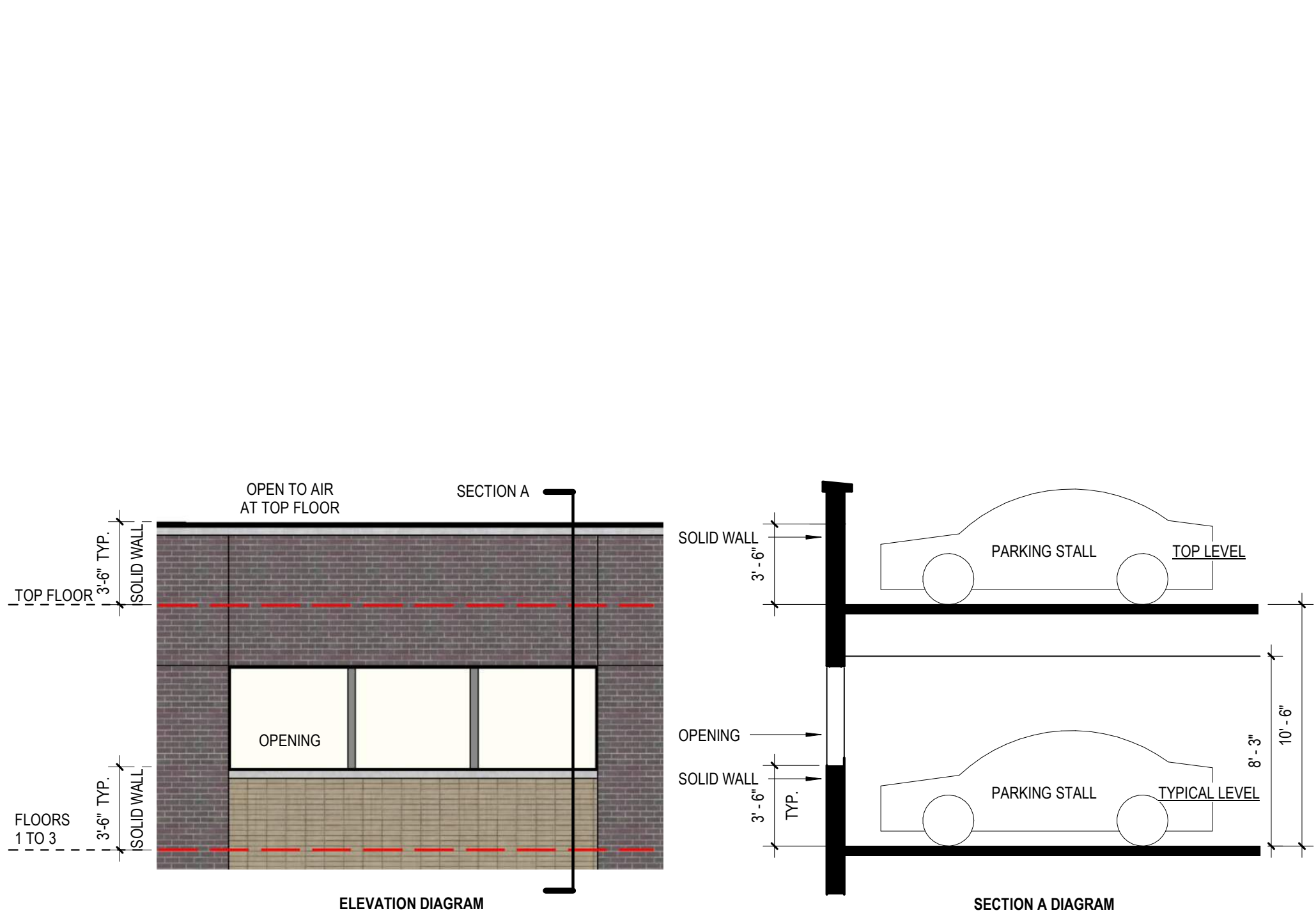
DESIGN STANDARDS		
OPENING REQUIREMENTS		
PER IBC SECT. 406.5.2 OPENINGS - FOR NATURAL VENTILATION PURPOSES, THE EXTERIOR SIDE OF THE STRUCTURE SHALL HAVE UNIFORMLY DISTRIBUTED OPENINGS ON TWO OR MORE SIDES.	REQUIRED 20%	PROVIDED 20% MIN.
PER GREATER DOWNTOWN DISTRICT DESIGN STANDARDS		
5.7 PARKING STRUCTURE: STANDARDS		STANDARD MET
1 ENTRANCES SHALL BE CLEARLY IDENTIFIED AND EASILY ACCESSIBLE.		X
2 PARKING GARAGES SHALL HAVE ALL PEDESTRIAN ENTRANCES DIRECTLY ONTO A SIDEWALK.		X
3 FACADES SHALL CONCEAL OR EFFECTIVELY MINIMIZE THE IMPACT OF PARKED CARS AND LIGHT SOURCE FROM THE EXTERIOR VIEW FOR THE FULL HEIGHT OF THE STRUCTURE.		X
4 PARKING STRUCTURES SHALL INCORPORATE ARCHITECTURAL MATERIALS AND DETAILS SIMILAR TO THOSE BUILDINGS ADJACENT TO AND TYPICALLY FOUND IN THE HISTORIC CENTER.		X
5 PARKING STRUCTURES SHALL SCREEN ALL HEAD-IN PARKING WITH A CONTINUOUS WALL NO LESS THAN 42 INCHES HIGH IN FRONT OF THE VEHICLES.		X
5.7 PARKING STRUCTURE: GUIDELINES		
1 SLOPING RAMPS SHOULD NOT BE VISIBLE WITHIN THE STREET FACADE OF ANY PARKING STRUCTURE.		X



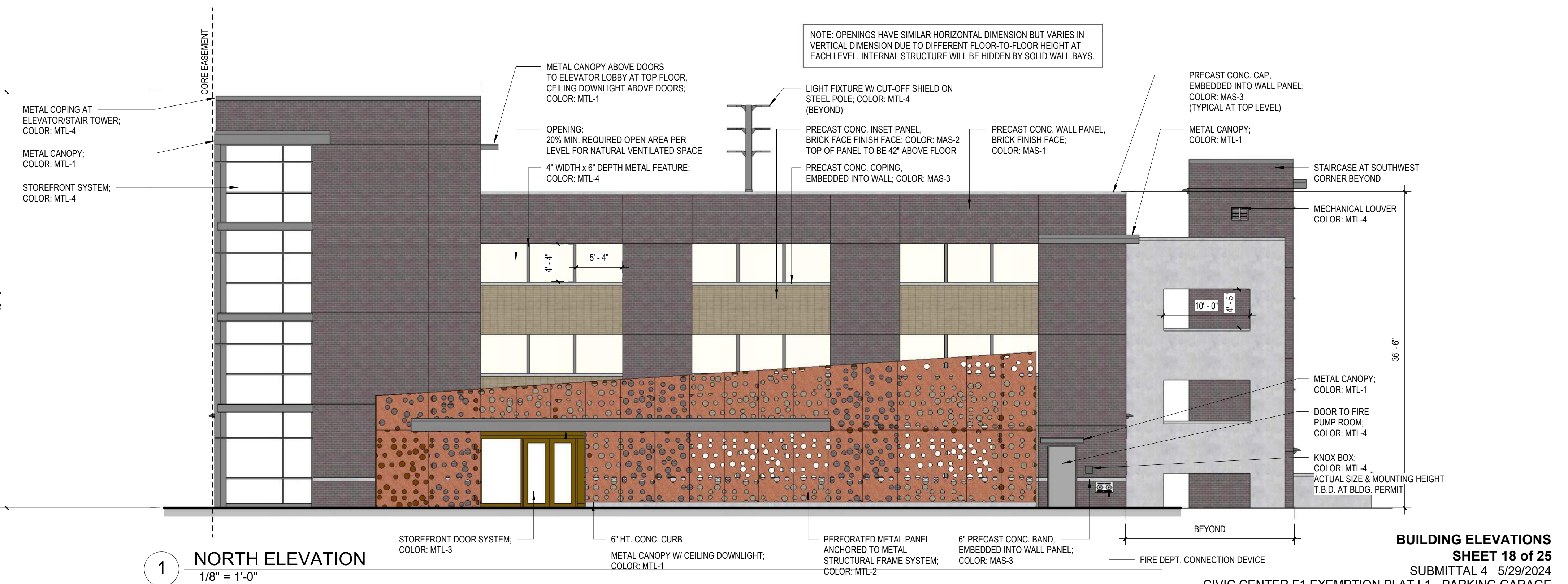
4 ENLARGED ELEVATION DIAGRAM
1/4" = 1'-0"



2 SOUTH ELEVATION
1/8" = 1'-0"



3 VEHICLE HEADLIGHT SOURCE OBSTRUCTION DIAGRAMS
NTS



1 NORTH ELEVATION
1/8" = 1'-0"

CIVIC CENTER F1 EXEMPTION PLAT L1 - PARKING GARAGE

SITE PLAN PARKER, COLORADO

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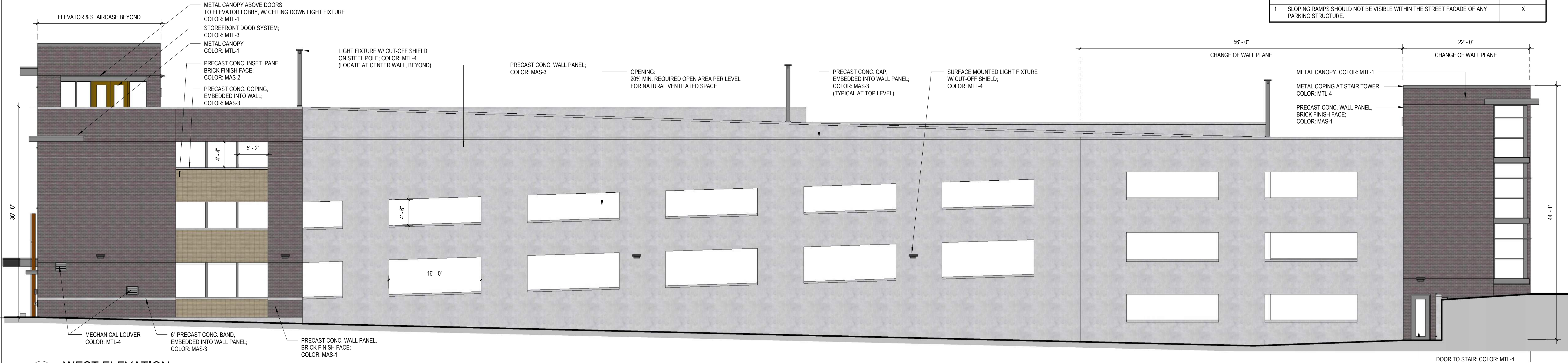
EXTERIOR MATERIAL LEGEND

MAS-1	PRECAST CONCRETE PANEL, BRICK FACE FINISH; COLOR: CHARCOAL OR EQUAL (MATCH PACE CENTER DARK COLOR BRICK)
MAS-2	PRECAST CONCRETE PANEL, BRICK FACE FINISH; COLOR: BLONDE OR EQUAL (MATCH PACE CENTER LIGHT COLOR BRICK)
MAS-3	PRECAST CONCRETE PANEL, STANDARD FACE FINISH COLOR: GRAY
MTL-1	COMPOSITE METAL PANEL SYSTEM COLOR: CLASSIC BRONZE
MTL-2	PERFORATED WEATHERING STEEL PANEL (MATCH PACE CENTER METAL FEATURE)
MTL-3	STOREFRONT WINDOW / DOOR SYSTEM COLOR: BUCKSKIN
MTL-4	STOREFRONT WINDOW / DOOR SYSTEM & ACCENT METAL COLOR: CLASSIC BRONZE

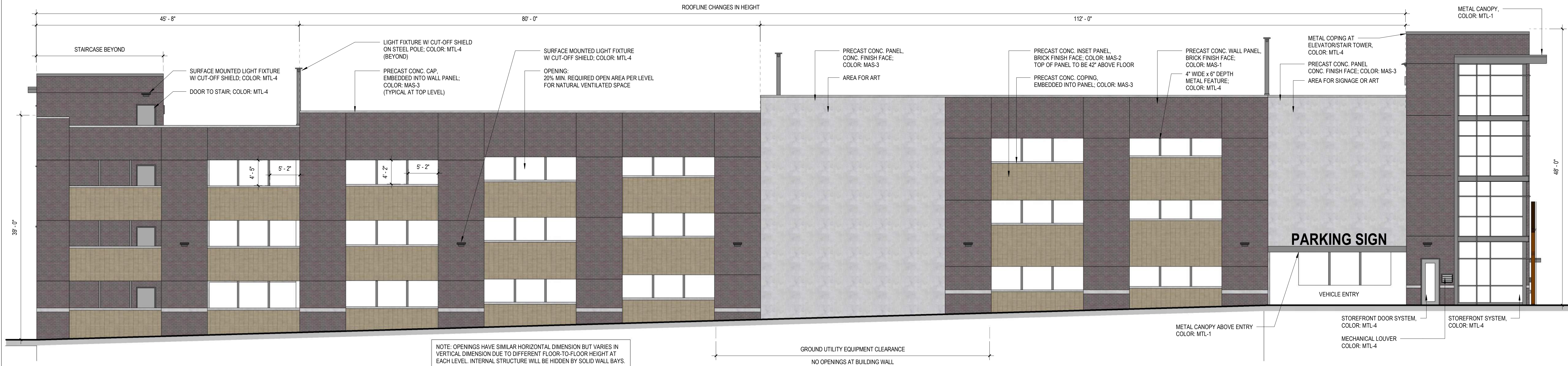
NOTE: MATERIAL APPEARANCE AND COLOR ON DRAWINGS ARE GRAPHIC REPRESENTATION ONLY. REFER TO PHYSICAL MATERIAL SAMPLES.

DESIGN STANDARDS

OPENING REQUIREMENTS		
PER IBC SECT. 406.5.2 OPENINGS - FOR NATURAL VENTILATION PURPOSES, THE EXTERIOR SIDE OF THE STRUCTURE SHALL HAVE UNIFORMLY DISTRIBUTED OPENINGS ON TWO OR MORE SIDES.	REQUIRED 20%	PROVIDED 20% MIN.
PER GREATER DOWNTOWN DISTRICT DESIGN STANDARDS		
5.7 PARKING STRUCTURE: STANDARDS		STANDARD MET
1 ENTRANCES SHALL BE CLEARLY IDENTIFIED AND EASILY ACCESSIBLE.		X
2 PARKING GARAGES SHALL HAVE ALL PEDESTRIAN ENTRANCES DIRECTLY ONTO A SIDEWALK.		X
3 FACADES SHALL CONCEAL OR EFFECTIVELY MINIMIZE THE IMPACT OF PARKED CARS AND LIGHT SOURCE FROM THE EXTERIOR VIEW FOR THE FULL HEIGHT OF THE STRUCTURE.		X
4 PARKING STRUCTURES SHALL INCORPORATE ARCHITECTURAL MATERIALS AND DETAILS SIMILAR TO THOSE BUILDINGS ADJACENT TO AND TYPICALLY FOUND IN THE HISTORIC CENTER.		X
5 PARKING STRUCTURES SHALL SCREEN ALL HEAD-IN PARKING WITH A CONTINUOUS WALL NO LESS THAN 42 INCHES HIGH IN FRONT OF THE VEHICLES.		X
5.7 PARKING STRUCTURE: GUIDELINES		
1 SLOPING RAMPS SHOULD NOT BE VISIBLE WITHIN THE STREET FACADE OF ANY PARKING STRUCTURE.		X



2 WEST ELEVATION
1/8" = 1'-0"



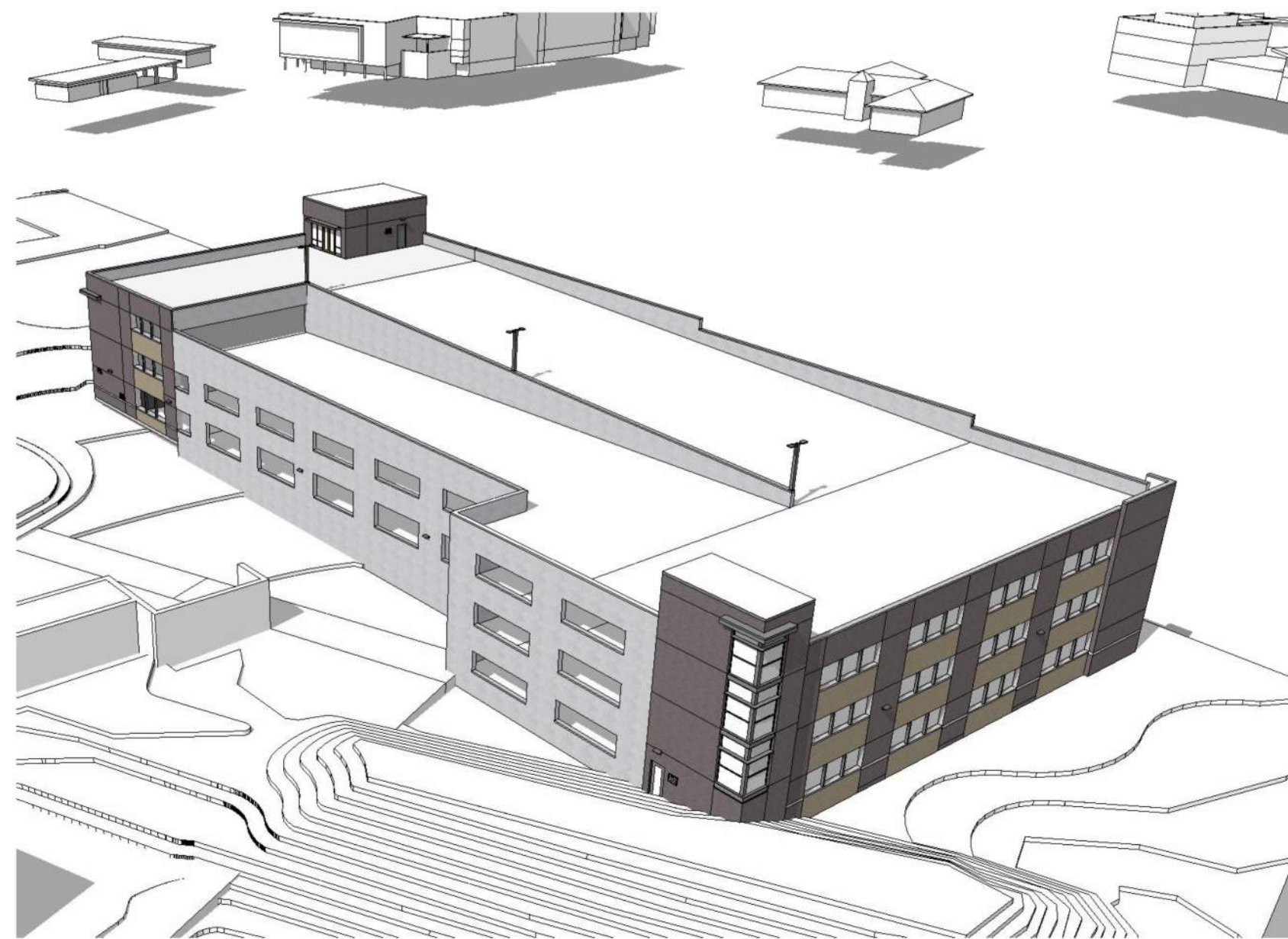
1 EAST ELEVATION
1/8" = 1'-0"

CIVIC CENTER F1 EXEMPTION PLAT L1 - PARKING GARAGE

SITE PLAN

PARKER, COLORADO

SITUATED IN THE NORTHEAST 1/4 OF SECTION 22 AND THE NORTHWEST 1/4 OF SECTION 23,
TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO.



SOUTHWEST VIEW



SOUTHEAST VIEW



NORTHEAST VIEW



NORTHWEST VIEW



SOUTHWEST CORNER GROUND VIEW



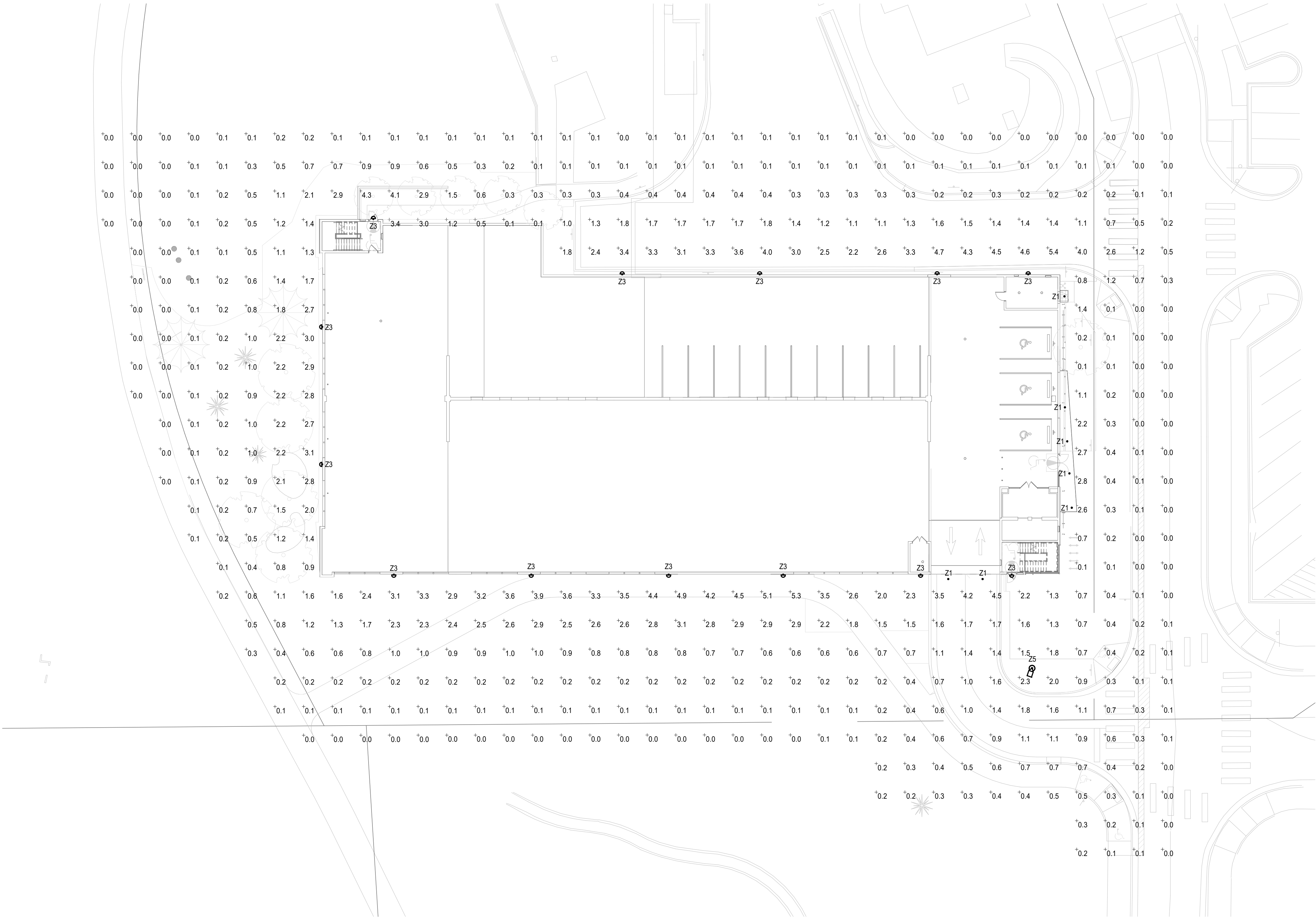
NORTHEAST CORNER STREET VIEW

PACE PARKING GARAGE

SITE DEVELOPMENT PLAN

PARKER, COLORADO

SITUATED IN THE NORTHEAST 1/4 OF SECTION 22 AND THE NORTHWEST 1/4 OF SECTION 23,
TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO.



GENERAL NOTES:

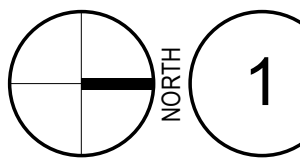
- COORDINATE INSTALLATION REQUIREMENTS FOR EXTERIOR BUILDING FACADE LIGHTING WITH OWNER AND PROVIDE ALL FINAL CONNECTIONS AND ACCESSORIES AS REQUIRED.
- ALL EXTERIOR LIGHTING AND SIGNS SHALL BE CONTROLLED VIA PHOTOCELL ON, TIME SWITCH OFF. OPERATION SHALL BE REASONABLY SIMULTANEOUS FOR ALL LOCATIONS AND TIES TO COMMON CONTROL.
- PROVIDE PHOTOCELL FOR 'ON' CONTROL, MOUNT HIGH ON THE BUILDING OF ROOF, PER THE OWNER'S DIRECTION, WITH AN UNOBSTRUCTED VIEW OF THE NORTHERN SKY. ACUTY CAT#PCELL-ZWO-BB, OR EQUAL.
- COORDINATE EXACT LOCATION OF UTILITY EQUIPMENT WITH UTILITY.
- PRIOR TO ISSUANCE OF A CERTIFICATE OF OCCUPANCY OR CONDUCTING FINAL INSPECTIONS, DOUGLAS COUNTY SHALL CONDUCT AN EVENING SITE VISIT TO ENSURE ILLUMINATION LEVELS GENERATED BY THE LIGHTING MEET ALL COUNTY PLAN. DO NOT CREATE DISABILITY GLARE ON ADJACENT PROPERTIES, AND THAT ALL FIXTURES ARE FULL CUT-OFF AS DEFINED BY THE ILLUMINATING ENGINEERING SOCIETY OF NORTH AMERICA. IN THE EVENT LIGHTING LEVELS DO NOT MEET THESE CRITERIA, REMEDIAL ACTION MAY INCLUDE RE-LAMPING WITH LOWER WATTAGE BULBS, RELOCATION FIXTURES, SHIELDING FIXTURES, REMOVING FIXTURES, OR REPLACING FIXTURES. IT SHALL BE THE RESPONSIBILITY OF THE APPLICANT TO ENSURE ALL SITE LIGHTING COMPLIES WITH LIGHTING STANDARDS SECTION OF THE DOUGLAS COUNTY ZONING RESOLUTION PRIOR TO REQUESTING ISSUANCE OF A CERTIFICATE OF OCCUPANCY AND/OR FINAL INSPECTIONS.

DRAWING NOTES:

- VALUES SHOWN ARE MAINTAINED HORIZONTAL ILLUMINANCE VALUES MEASURED AT GRADE.
- SITE LIGHTING DESIGN HAS BEEN COMPLETED TO INTRODUCE EVEN ILLUMINATION OF PARKING AND PAVED AREAS WITH MINIMAL GLARE ONTO ADJACENT PROPERTIES.
- ALL LIGHT FIXTURES SHALL BE FULLY SHIELDED AND DIRECT LIGHT DOWNWARDS.
- THERE WILL BE NO OFF-SITE GLARE ALLOWED.
- PROVIDE HOUSE SIDE SHIELDS FOR ALL FULL CUT-OFF LIGHT FIXTURES THAT ARE INSTALLED WITHIN A DISTANCE OF 2.5 TIMES MOUNTING HEIGHT OF THE PROPERTY LINE.
- NO SUBSTITUTIONS, ADDITIONS, OR CHANGES MAY BE MADE WITHOUT PRIOR APPROVAL BY THE CITY.
- PRIOR TO ISSUING A CERTIFICATE OF OCCUPANCY THE CITY MAY REQUIRE CERTIFICATION THAT THE PROPERTY IS COMPLIANT WITH THE APPROVED PLANS AND THE REGULATIONS OF THE CITY.

PHOTOMETRIC CALCULATIONS

ZONE	MAXIMUM	MINIMUM	AVERAGE
SITE	5.4 FC	0.0 FC	0.9 FC
TYP LEVEL	14.7 FC	0.2 FC	7.6 FC
UPPER LEVEL	2.4 FC	0.1 FC	0.7 FC



PHOTOMETRICS - SITE

1" = 20'-0"

GIVEN
& ASSOCIATES INC
MECHANICAL & ELECTRICAL ENGINEERS
735 S. Xenon Ct. #201
Lakewood, Colorado 80228
Ph: 303.716.1270
Fax: 303.716.1272
www.givenandassociates.com
Given Project # 23088

PHOTOMETRIC PLAN

21 of 25

SUBMITTAL 4 5/29/2024

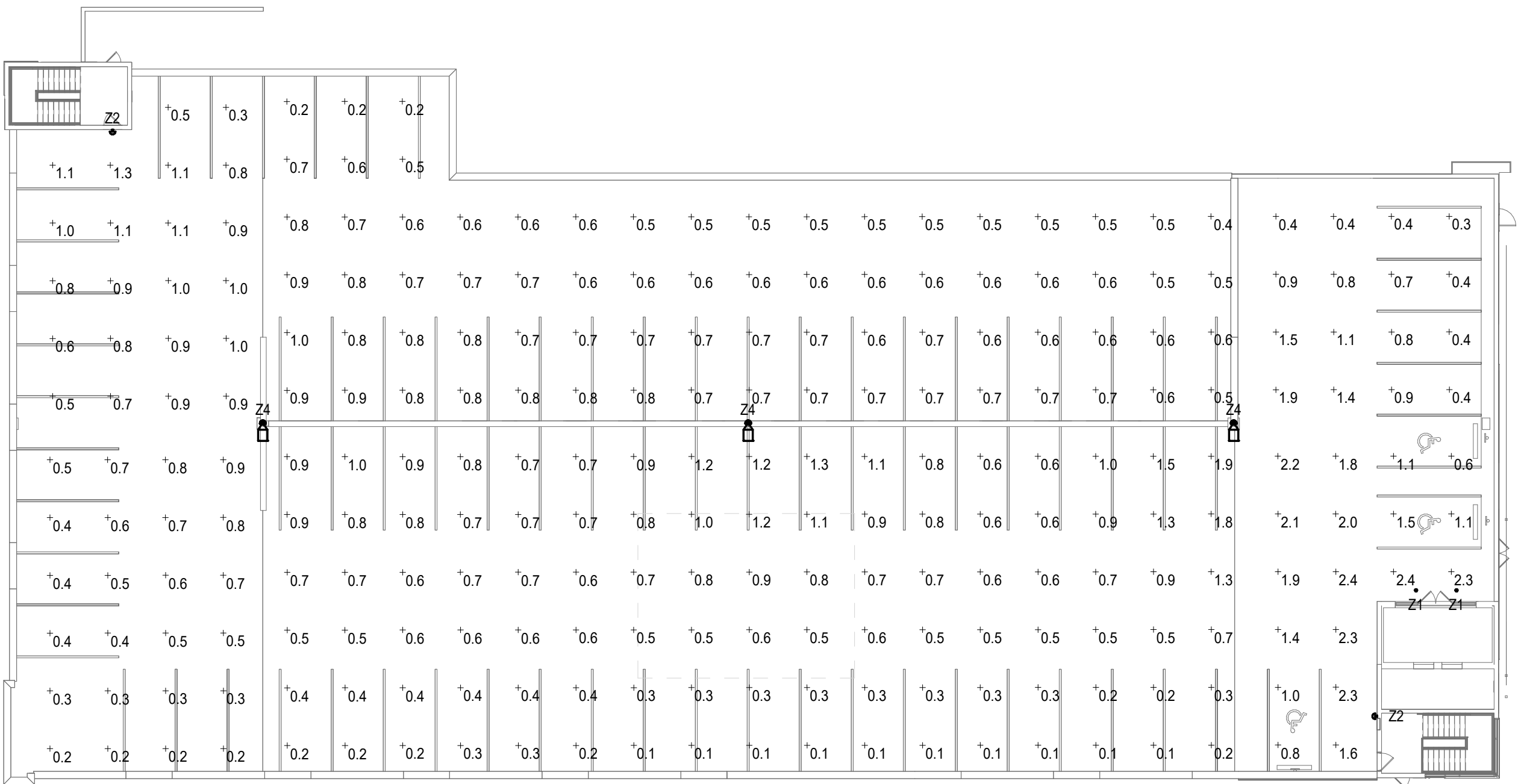
CIVIC CENTER F1 EXEMPTION PLAT L1 - PARKING GARAGE
TOWN OF PARKER PROJECT NO: SDP23-073

PACE PARKING GARAGE

SITE DEVELOPMENT PLAN

PARKER, COLORADO

SITUATED IN THE NORTHEAST 1/4 OF SECTION 22 AND THE NORTHWEST 1/4 OF SECTION 23,
TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO.

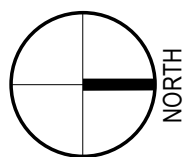


GENERAL NOTES:

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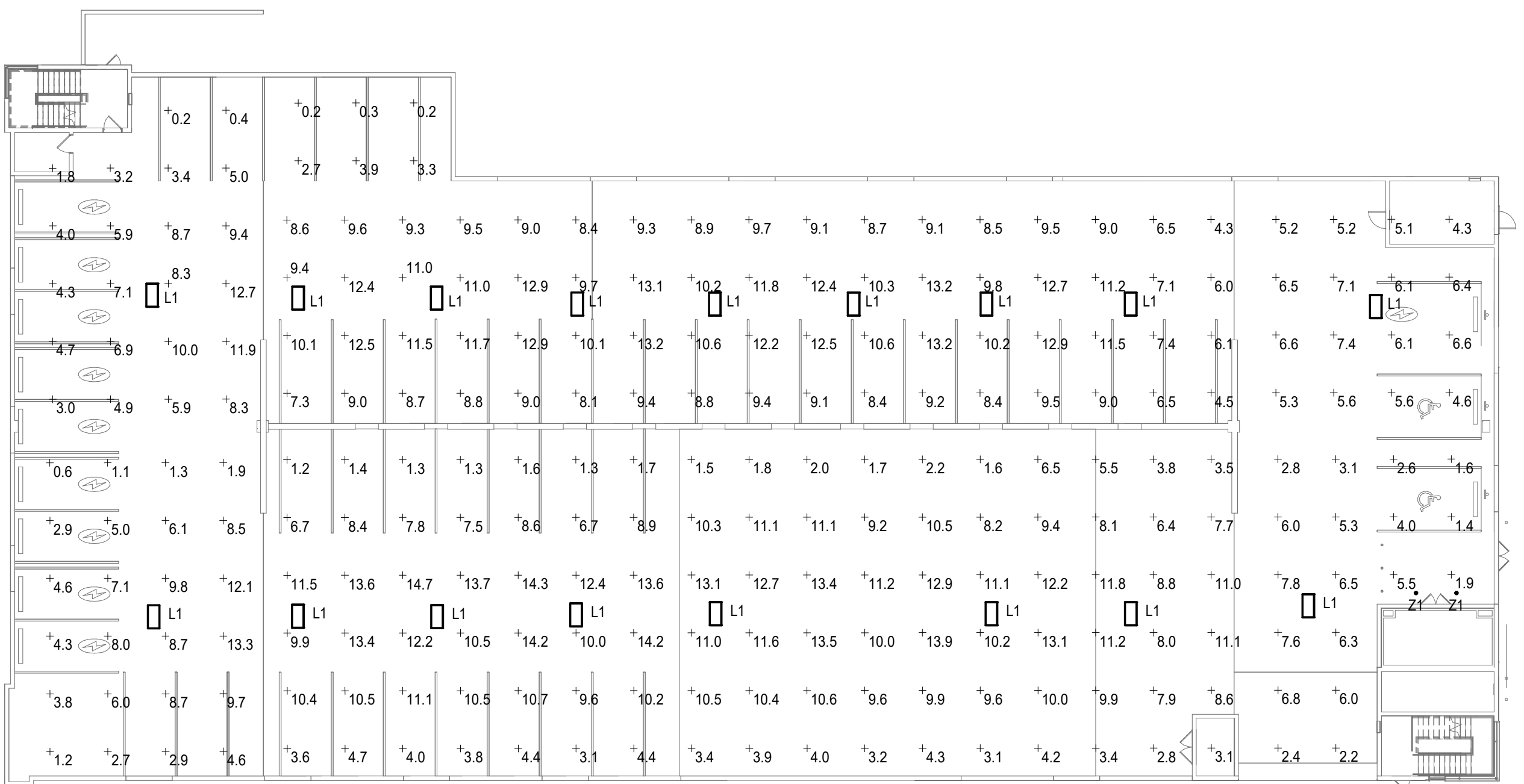
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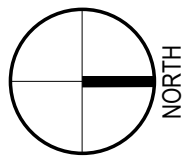
2 PHOTOMETRICS - UPPER LEVEL

1" = 20'-0"



PHOTOMETRIC CALCULATIONS

ZONE	MAXIMUM	MINIMUM	AVERAGE
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TYP LEVEL	14.7 FC	0.2 FC	7.6 FC
UPPER LEVEL	2.4 FC	0.1 FC	0.7 FC



1 PHOTOMETRICS - TYPICAL LEVEL

1" = 20'-0"

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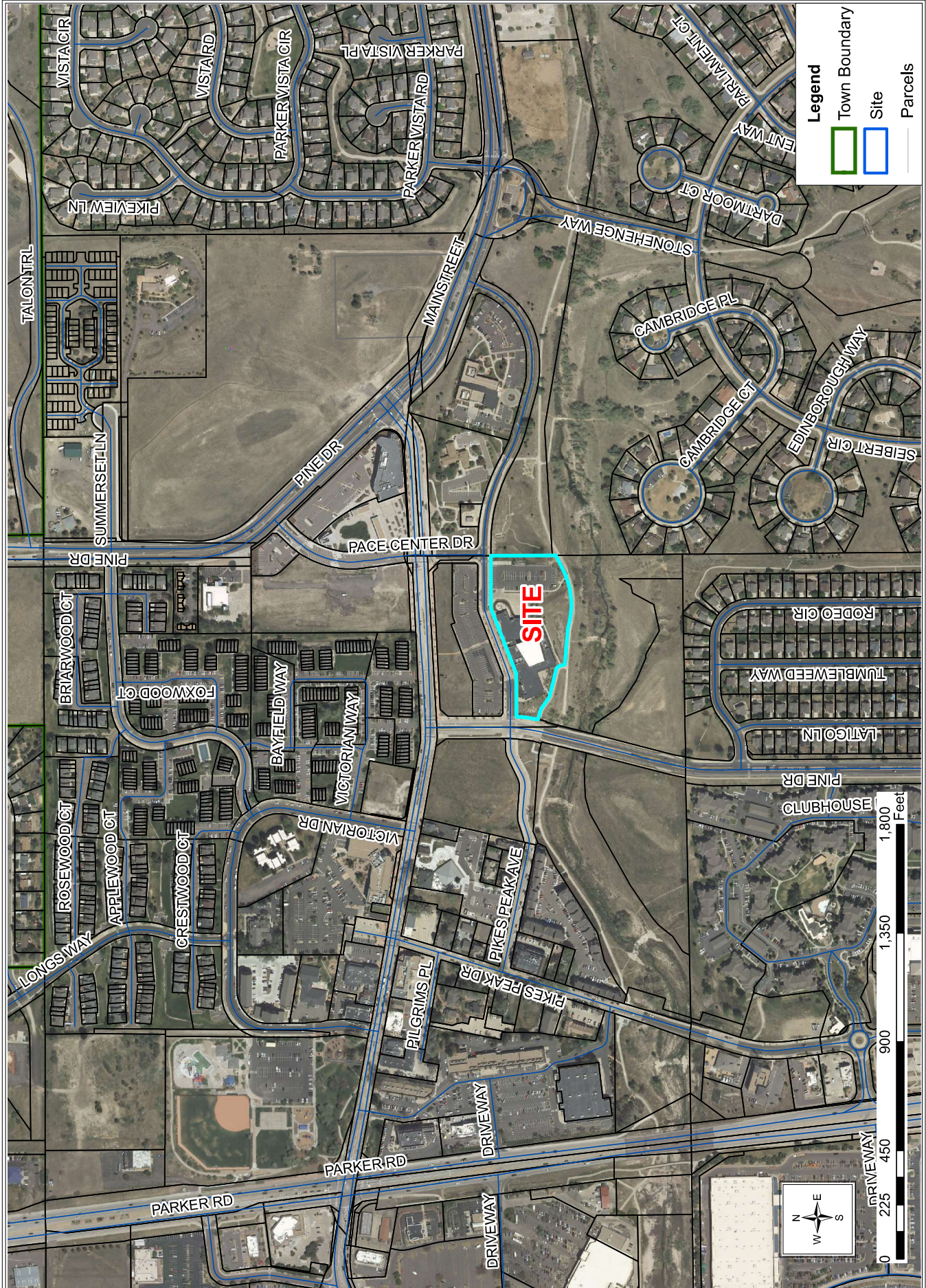
PHOTOMETRIC PLAN

22 of 25

SUBMITTAL 4 5/29/2024
CIVIC CENTER F1 EXEMPTION PLAT L1 - PARKING GARAGE
TOWN OF PARKER PROJECT NO: SDP23-073

PACE Parking Garage Vicinity Map

Site Plan





Request for Town Council Action

Date: July 15, 2024

Submitted By: Patrick Burke, Project Engineer

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 1.623 - Second Reading**
A Bill for an Ordinance to Approve the Right-of-Way Purchase and Sale Agreement By and Between CPSJ Parker, L.L.C., and the Town of Parker for a Portion of Lot 2, Maclachlan Subdivision Filing No. 1, for the Lincoln Avenue Widening Project
Department: Engineering and Public Works, Patrick Burke

EXECUTIVE SUMMARY

This ordinance is to approve a Purchase and Sale Agreement for the conveyance of real property necessary to construct the Lincoln Avenue/Jordan Road Widening Capital Improvement Project.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town is currently working on final construction drawings for an upcoming capital improvement project known as the Lincoln Avenue/Jordan Road Widening Project (the "Project"). The Project proposes to make roadway and sidewalk improvements to Lincoln Avenue between Keystone Boulevard and Parker Road. The Project also includes improvements to Jordan Road between Stonegate Parkway and Lincoln Avenue. Lincoln Avenue will be widened from a four (4) lane section to a six (6) lane section. Additionally, sidewalks and curb ramps will be reconstructed along the widened section to increase pedestrian mobility and ADA compliance.

In July 2023, Town Council approved Ordinance No. 1.589, which authorized staff to proceed with good faith negotiations regarding procurement of right-of-way, permanent easements, and temporary construction easements along Lincoln Ave necessary to construct the Project. In October 2023, Town Council approved Ordinance No. 1.592, which authorized staff to proceed with good faith negotiations regarding procurement of right-of-way, permanent easements, and temporary construction easements along Jordan Road necessary to construct the Project. There are thirty-six (36) impacted parcels inside the project limits, and this ordinance addresses the acquisition of the required permanent and temporary construction easement on one (1) of the impacted parcels.

This acquisition includes approximately 1,757 square feet (SF) of permanent easement and 5,410 SF of temporary construction easement that is needed to accommodate construction of sidewalk.

FINANCIAL IMPACT

The purchase price for the acquisition of these necessary permanent and temporary easements is \$59,550.00. Funding has been appropriated for these acquisitions in the Highway and Streets Capital Projects Fund (301-4310).

STRATEGIC GOAL(S)

SUPPORT AN
ACTIVE COMMUNITY



ENHANCE ECONOMIC
VITALITY



PROMOTE A SAFE AND
HEALTHY COMMUNITY

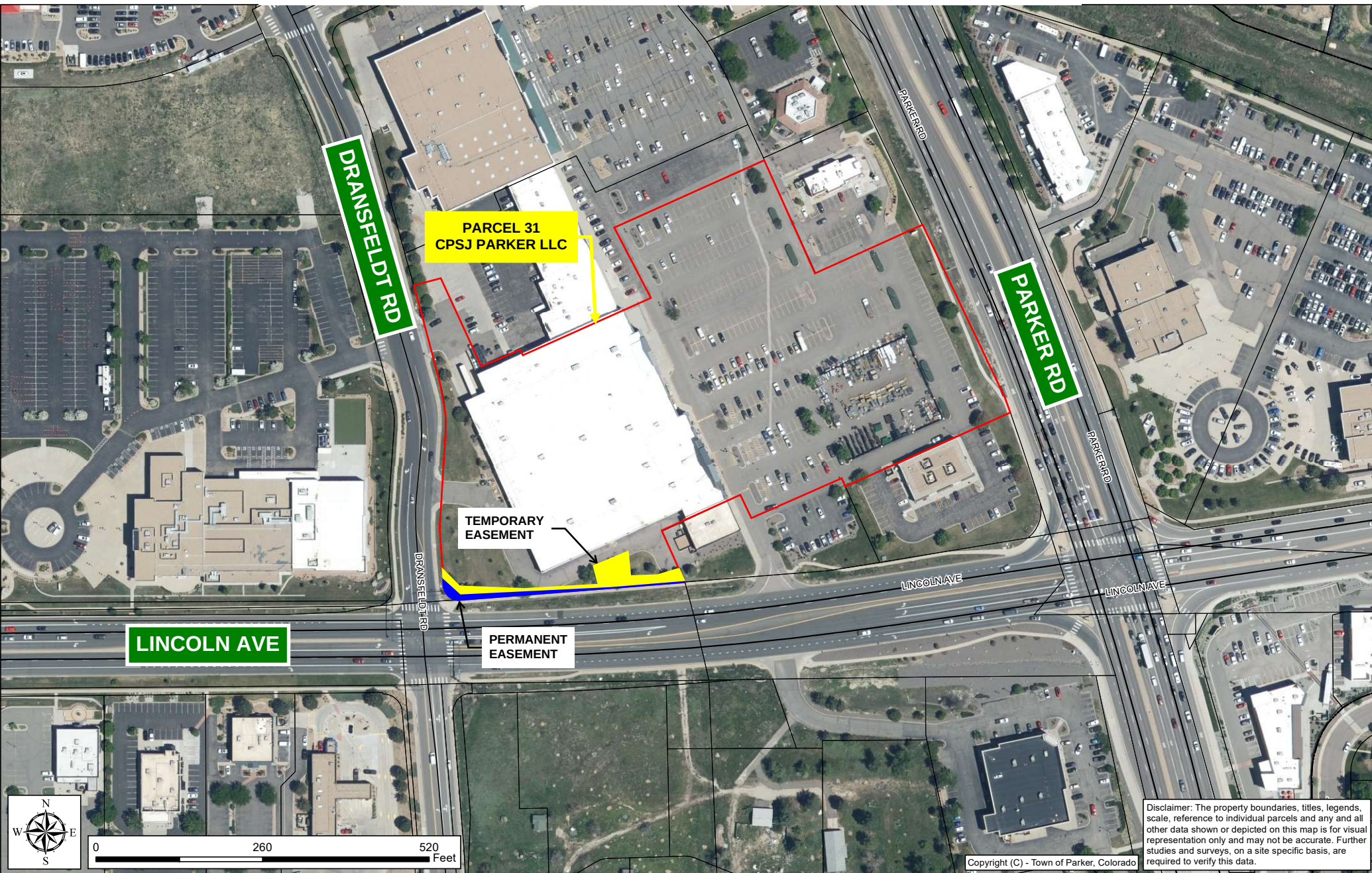
ATTACHMENTS

1. Vicinity Map
2. Ordinance No. 1.623

RECOMMENDED MOTION

I move to approve Ordinance No. 1.623 on second reading.

LINCOLN AVENUE WIDENING PROJECT (KEYSTONE BLVD TO PARKER RD)



Disclaimer: The property boundaries, titles, legends, scale, reference to individual parcels and any and all other data shown or depicted on this map is for visual representation only and may not be accurate. Further studies and surveys, on a site specific basis, are required to verify this data.

Copyright (C) - Town of Parker, Colorado

ORDINANCE NO. 1.623, Series of 2024

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE RIGHT-OF-WAY PURCHASE AND SALE AGREEMENT BY AND BETWEEN CPSJ PARKER L.L.C. AND THE TOWN OF PARKER FOR A PORTION OF LOT 2, MACLACHLAN SUBDIVISION FILING NO. 1, FOR THE LINCOLN AVENUE WIDENING 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 Right-of-Way Purchase and Sale Agreement by and between CPSJ Parker L.L.C. and the Town of Parker for a Portion of Lot 2, MacLachlan Subdivision Filing No. 3, for the Lincoln Avenue Widening Project, 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. Effective Date. This Ordinance shall become effective ten (10) days after final publication.

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2024.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2024.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Jamie Wynn, 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 _____, 2024, by and between CPSJ Parker LLC., a Utah limited liability company, whose address is 2733 E. Parleys Way, Suite 300, Salt Lake City, Utah 84109 ("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 permanent easement located in Douglas County, Colorado, and more specifically described in **Exhibit A**, attached hereto and incorporated herein by this reference; 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 **\$59,550.00** (the "Purchase Price"), payable in cash or certified funds, delivered to Seller at closing and upon delivery of the executed document(s) at closing, less any amounts to be withheld in accordance with 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 permanent easement rights described in **Exhibit A**, and temporary easement rights described in **Exhibit B**, subject only to any burdens, easements, rights-of-way, agreements, reservations, restrictions and encumbrances appearing of record (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.

(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 permanent easement, prepared by legal counsel for the Town of Parker, conveying permanent easement rights within the property as described in Exhibit A to Purchaser.
- (b) A temporary construction easement, prepared by legal counsel for the Town of Parker, conveying temporary easement rights within the property described in Exhibit B to Purchaser.

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 **December 31, 2024**, 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) 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

(b) No special assessments. Except those matters appearing of record, 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

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

(d) 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.

(e) 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

(f) No pollution. Seller has not caused and will not cause, the release of any hazardous substance on 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.)

(g) 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 actual knowledge, without duty inquiry, 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. Purchaser may, but is not required, to assist the Seller in obtaining releases or satisfaction of the exceptions. Seller is under no obligation to obtain release or satisfaction of any exception to title, but shall take commercially reasonable efforts to request and cooperate with partial release and/or satisfaction of the exceptions shown in the title commitment for the property. Nothing in this Section 12(b) shall oblige Seller to expend any money or incur any expense in obtaining such partial release and/or satisfaction. In the event Seller is unable to obtain such partial releases or satisfaction of the exceptions as set forth in the title commitment, Seller consents to the Town initiating an eminent domain proceeding to acquire the necessary property interests, and agrees that just compensation for such acquisition is and shall be the Purchase Price set forth in this Agreement.

(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.

(e) Purchaser agrees that closing this agreement is expressly contingent on Seller's lender's approval of this Agreement and consent to recovery collateral.

13. Remedies.

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

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.

19. Whenever used herein, the singular number shall include the plural, the plural the

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

**CPSJ Parker LLC.,
a Utah limited liability company**

BY: (See Attached Signature Page)

NAME: _____

TITLE: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____ 2024,
by _____, as _____ of CPSJ
Parker LLC., a Utah limited liability company.

SEAL

Notary Public

**PURCHASER:
TOWN OF PARKER**

By: _____
Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

Approved as to legal form:

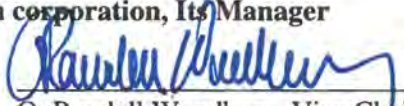
Jamie Wynn, Interim Town Attorney

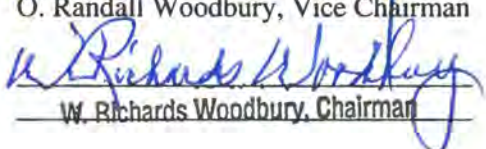



SIGNATURE PAGE TO RIGHT-OF-WAY PURCHASE AND SALE AGREEMENT

SELLER: CPSJ PARKER L.L.C., a Utah limited liability company,

By: **WOODBURY CORPORATION,**
a Utah corporation, Its Manager

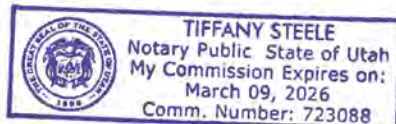
By: 
O. Randall Woodbury, Vice Chairman

By: 
W. Richards Woodbury, Chairman

ACKNOWLEDGMENT

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On the 7th day of June, 2024, before me personally appeared O. Randall Woodbury to me personally known, who being by me duly sworn did say that he is the Vice Chairman of WOODBURY CORPORATION, a Utah corporation, known to be the Manager of CPSJ PARKER L.L.C., a Utah limited liability company, the company that executed the within instrument, known to me to be the person who executed the within instrument on behalf of said company therein named, and acknowledged to me that such company executed the within instrument pursuant to its Operating Agreement.




Notary Public

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On the 7 day of June, 2024, before me personally appeared W. Richards Woodbury to me personally known, who being by me duly sworn did say that he is the Chairman of WOODBURY CORPORATION, a Utah corporation, known to be the Manager of CPSJ PARKER L.L.C., a Utah limited liability company, the company that executed the within instrument, known to me to be the person who executed the within instrument on behalf of said company therein named, and acknowledged to me that such company executed the within instrument pursuant to its Operating Agreement.



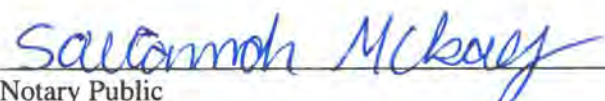

Notary Public

EXHIBIT "A"

PARCEL NUMBER: PE-31
May 8, 2023
DESCRIPTION

A PERMANENT EASEMENT NO. PE-31, BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, DOUGLAS COUNTY, COLORADO, BEING A PORTION OF LOT 2, MACLACHLAN SUBDIVISION FILING NO. 1, RECORDED MARCH 15, 1994 AT RECEPTION NO. 9415118, IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER'S OFFICE, COUNTY OF DOUGLAS, STATE OF COLORADO, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN WHENCE THE NORTH LINE OF SAID SECTION 16 BEARS NORTH 89°14'39" EAST, A DISTANCE OF 5,312.69 FEET, ALL BEARINGS HEREON ARE REFERENCED TO SAID LINE;

THENCE NORTH 88°41'33" EAST, A DISTANCE OF 6,107.45 FEET TO THE WESTERLY BOUNDARY OF SAID LOT 2 AND THE EASTERLY RIGHT-OF-WAY OF DRANSFELDT ROAD RECORDED AT RECEPTION NO. 9415118 IN SAID RECORDS AND THE **POINT OF BEGINNING**;

THENCE ALONG SAID WESTERLY BOUNDARY AND EASTERLY RIGHT-OF-WAY, THE FOLLOWING TWO (2) COURSES:

1. SOUTH 04°31'10" EAST, A DISTANCE OF 8.77 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 25.00 FEET;
2. SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89°59'59", AN ARC LENGTH OF 39.27 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2 AND THE NORTHERLY RIGHT-OF-WAY OF LINCOLN AVENUE RECORDED AT RECEPTION NO. 9415116 IN SAID RECORDS;

THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID LOT 2 AND SAID NORTHERLY RIGHT-OF-WAY, NORTH 85°28'50" EAST, A DISTANCE OF 347.86 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2;

THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY, AND ALONG THE EASTERLY BOUNDARY OF SAID LOT 2, NORTH 24°25'32" WEST, A DISTANCE OF 2.03 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 4,496.51 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 05°24'18" WEST;

THENCE DEPARTING SAID EASTERLY BOUNDARY, WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°21'24", AN ARC LENGTH OF 341.91 FEET;

THENCE NON-TANGENT TO SAID CURVE, NORTH 56°04'59" WEST, A DISTANCE OF 38.84 FEET TO THE **POINT OF BEGINNING**;

THE ABOVE DESCRIBED PERMANENT EASEMENT CONTAINS AN AREA OF 0.040 ACRES, (1,757 SQUARE FEET), MORE OR LESS.

DANIEL E. DAVIS PLS 38256
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVENUE, SUITE 1
LITTLETON, CO 80122



EXHIBIT "B"

PARCEL NUMBER: TCE-31

May 8, 2023

DESCRIPTION

A TEMPORARY CONSTRUCTION EASEMENT NO. TCE-31, BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, DOUGLAS COUNTY, COLORADO, BEING A PORTION OF LOT 2, MACLACHLAN SUBDIVISION FILING NO. 1, RECORDED MARCH 15, 1994 AT RECEPTION NO. 9415118, IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER'S OFFICE, COUNTY OF DOUGLAS, STATE OF COLORADO, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN WHENCE THE NORTH LINE OF SAID SECTION 16 BEARS NORTH 89°14'39" EAST, A DISTANCE OF 5,312.69 FEET, ALL BEARINGS HEREON ARE REFERENCED TO SAID LINE;

THENCE NORTH 88°41'33" EAST, A DISTANCE OF 6,107.45 FEET TO THE WESTERLY BOUNDARY OF SAID LOT 2 AND THE EASTERLY RIGHT-OF-WAY OF DRANSFELDT ROAD RECORDED AT RECEPTION NO. 9415118 IN SAID RECORDS AND THE **POINT OF BEGINNING**;

THENCE ALONG SAID WESTERLY BOUNDARY AND EASTERLY RIGHT-OF-WAY, NORTH 04°31'10" WEST, A DISTANCE OF 5.08 FEET;

THENCE DEPARTING SAID WESTERLY BOUNDARY AND EASTERLY RIGHT-OF-WAY, SOUTH 56°30'30" EAST, A DISTANCE OF 34.85 FEET;

THENCE SOUTH 89°52'22" EAST, A DISTANCE OF 92.74 FEET;

THENCE NORTH 83°20'19" EAST, A DISTANCE OF 106.91 FEET;

THENCE NORTH 03°38'07" WEST, A DISTANCE OF 18.38 FEET;

THENCE NORTH 68°03'34" EAST, A DISTANCE OF 63.20 FEET;

THENCE SOUTH 03°38'07" EAST, A DISTANCE OF 35.05 FEET;

THENCE NORTH 83°20'19" EAST, A DISTANCE OF 46.70 FEET;

THENCE NORTH 79°11'13" EAST, A DISTANCE OF 31.88 FEET TO THE EASTERLY BOUNDARY OF SAID LOT 2;

THENCE ALONG SAID EASTERLY BOUNDARY, SOUTH 24°25'32" EAST, A DISTANCE OF 20.68 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 4,496.51 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 05°24'18" WEST;

THENCE DEPARTING SAID EASTERLY BOUNDARY, WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°21'24", AN ARC LENGTH OF 341.91 FEET;

THENCE NON-TANGENT TO SAID CURVE, NORTH 56°04'59" WEST, A DISTANCE OF 38.84 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED TEMPORARY CONSTRUCTION EASEMENT CONTAINS AN AREA OF 0.124 ACRES, (5,410 SQUARE FEET), MORE OR LESS.

DANIEL E. DAVIS PLS 38256
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVENUE, SUITE 1
LITTLETON, CO 80122



DL



Request for Town Council Action

Date: July 15, 2024

Submitted By: Michael Lawson, Assistant Town Manager

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 1.627 - Second Reading**
A Bill for an Ordinance to Approve the Office Space Lease By and
Between Blair Family Properties III, LLC, and the Town of Parker for
12900 Stroh Ranch Place, Parker, Colorado 80134
Department: Town Manager, Michael Lawson

EXECUTIVE SUMMARY

The Town requires additional temporary office space for the Finance and Economic Development Departments during Phase 1 of the Town Hall addition and renovation project. The Town selected the SunMarke building, located in Stroh Ranch, to fill the need for the space for approximately 15 months. The space will accommodate approximately 18 employees starting July 27, 2024, through October 31, 2025.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town requires additional temporary office space for the Finance and Economic Development Departments (approximately 18 employees) during Phase 1 of the Town Hall addition and renovation project (the "Project"). The Town selected the SunMarke building, located in Stroh Ranch, to fill the need for the space for approximately 15 months, beginning on July 27, 2024, and ending on October 31, 2025. However, the lease provides the option to continue month-to-month at the same rental rate for six months after the end of the lease if Phase 1 of the Project is not complete by the end date. After evaluating other rental options within the Town, staff determined that the SunMarke building best met the Town's needs at a fair price.

The Town will pay \$9,438.63 per month in rent, which equates to a cost of \$24.50 per square foot. With the exception of minor adjustments for the Town's share of building operating expenses such as utilities, the monthly rental rate will not change for the duration of the lease.

FINANCIAL IMPACT

2024 expenditures

July 2024 prorated rent (5 days)	\$1,522.36
August 1 - December 31, 2024 rent	\$47,193.15
Security deposit (refundable in 2025)	\$9,438.63
Total 2024 expenditures	\$58,154.14

2025 expenditures

January 1- October 31, 2025 rent	\$94,386.30
Refund of security deposit (estimate)	(9,438.63)
Total 2025 expenditures	\$84,947.67

STRATEGIC GOAL(S)



INNOVATE WITH
COLLABORATIVE
GOVERNANCE

ATTACHMENTS

1. Ordinance No. 1.627

RECOMMENDED MOTION

I move to approve Ordinance No. 1.627 on second reading.

ORDINANCE NO. 1.627, Series of 2024

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE OFFICE SPACE LEASE BY AND BETWEEN BLAIR FAMILY PROPERTIES III, LLC, AND THE TOWN OF PARKER FOR 12900 STROH RANCH PLACE, PARKER, COLORADO 80134

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 Office Space Lease by and between Blair Family Properties III, LLC, and the Town of Parker for 12900 Stroh Ranch Place, Parker, Colorado 80134, 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. Effective Date. This Ordinance shall become effective ten (10) days after final publication.

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2024.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2024.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Jamie Wynn, Town Attorney

EXHIBIT 1

OFFICE SPACE LEASE

THIS LEASE, dated July 10, 2024 for reference purposes only, is made by and between BLAIR FAMILY PROPERTIES III, LLC, a Colorado Limited Liability Company ("Landlord"), and Town of Parker, a Colorado home rule municipality ("Tenant"), to be effective and binding upon the parties as of the date the last of the designated signatories to this Lease shall have executed this Lease (the "Effective Date of the Lease").

ARTICLE 1 REFERENCES

1.1 REFERENCES: All references in this Lease (subject to any further clarifications contained in this Lease) to the following terms shall have the following meaning or refer to the respective address, person, date, time period, amount, percentage, calendar year or fiscal year as below set forth:

A. Tenant's Address for Notices: 12900 Stroh Ranch Place
Suite 200
Parker, CO 80134

B. Tenant's Representative:
Phone Number: _____ **Email:** contracts@parkerco.gov

C. Landlord's Address for Notices: 12900 Stroh Ranch Place, Ste. 200-K
Parker, CO 80134

D. Landlord's Representative: Susan Griffin; Property Manager
Phone Number: (720) 292-2130 **E-Mail:** Susan@parkerpmlc.com

E. Intended Commencement Date: July 27, 2024

F. Intended Term: Fifteen (15) months and Five (5) days

G. Lease Expiration Date: October 7, 2025

H. Tenant's Punchlist Period: 5 Days

I. First Month's Prepaid Rent: \$9,438.63+1,522.36 July prorated=10,960.99

J. Last Month's Prepaid Rent: \$0.00

K. Tenant's Security Deposit: \$9,438.63

L. Late Charge Amount: 10% of the amount due

M. Building Expense Base Year: 2024

N. Building Expense Base Amount: N/A

O. Tenant's Required Liability Coverage: \$2,000,000

P. Tenant's Number of Parking Spaces: Approximately (18) unassigned

Q. Brokers: Landlord: David Marulli
E-Mail Address:
Tenant: None

R. Project: The certain real property situated in the Town of Parker, County of Douglas, State of Colorado as presently improved with 1 building, commonly known as or otherwise described as follows:

12900 Stroh Ranch Place
Parker, CO 80134

S. Building: That certain Building within the Project in which the Leased Premises are located, which Building is shown highlighted on Exhibit "A" hereto.

T. Common Areas: The "Common Areas" shall mean those areas and facilities within the Building that are provided and designated by Landlord from time to time for the general use and convenience of the tenants of the Building including but not limited to the entryway, lobbies, elevators, corridors and restrooms, together with those areas located outside the Building but within the Project outside areas which are provided and designated by Landlord from time to time for general use by tenants of the Project including but not limited to the driveways, pedestrian walkways, parking spaces, landscaped areas and enclosed trash disposal areas.

U. Leased Premises: That certain interior space within the Building, which space is shown highlighted on the Floor Plan attached hereto as Exhibit "B" consisting of approximately 4,623 rentable square feet or 28.31% which is Tenant's Proportionate Share as defined in and subject to Article 13.13E for purposes of this Lease, agreed by the parties to contain said number of square feet. The computation of the rentable area of the Leased Premises includes an agreed upon common area a factor ("CAF") representing Tenant's allocable share of common areas. The rentable area of the Lease Premises may be different,

but has been stipulated and agreed to by the parties and the Base Monthly Rent shall not be changed, even if it is determined that the Leased Premises contains either a larger or smaller area than indicated. The Leased Premises are commonly known as or otherwise described as follows:

12900 Stroh Ranch Place
Suite 200
Parker, CO 80134

V. Base Monthly Rent: The term "Base Monthly Rent" shall mean the following:

Months 1-18 \$24.50 SF/YR x 4,623 SF ÷ 12 = \$9,438.63/Month

W. Permitted Use: The term "Permitted Use" shall mean the following:

Office use for Town of Parker Administrative offices

X. Exhibits:: The term "Exhibits" shall mean the Exhibits to this Lease which are described as follows:

Exhibit "A" - Site Plan showing the Project and delineating the Building in which the Leased Premises are located.

Exhibit "B" - Floor Plan outlining the Leased Premises.

Exhibit "C" - Rules and Regulations.

Y. Addenda: The term "Addenda" shall mean the Addendum (or Addenda) to this Lease, which is (or are) described as follows:

None

ARTICLE 2 LEASED PREMISES, TERM AND POSSESSION

2.1 DEMISE OF LEASED PREMISES: Landlord hereby leases to Tenant and Tenant hereby leases from Landlord for Tenant's own use in the conduct of Tenant's business and not for the purposes of speculating in real estate, for the Lease Term and upon the terms and subject to the conditions of this Lease, that certain interior space described in Article 1 as the Leased Premises, reserving and excepting to Landlord the exclusive use of the exterior of the exterior walls, the roof and the area beneath the floor and above the ceiling of the Leased Premises and the exclusive right to all profits to be derived from any assignments or sublettings by Tenant during the Lease Term by reason of the appreciation in the fair market rental value of the Leased Premises or for any other reason. Landlord further reserves the right to install, maintain, use and replace ducts, wires, conduits and pipes leading through the Leased Premises in locations which will not materially interfere with Tenant's use of the Leased Premises. Tenant's lease of the Leased Premises, together with the appurtenant right to use the Common Areas as described in Paragraph 2.2 below, shall be conditioned upon and be subject to the continuing compliance by Tenant with (i) all the terms and conditions of this Lease, (ii) all Laws governing the use of the Leased Premises and the Project, (iii) all Private Restrictions, easements and other matters now of public record restricting the use of the Leased Premises and the Project, and (iv) all reasonable rules and regulations from time to time established by Landlord.

2.2 RIGHT TO USE COMMON AREAS: As an appurtenant right to the lease of the Leased Premises, Tenant shall have the non-exclusive right to use the Common Areas in conjunction with other tenants of the Project and their invitees, subject to the limitations on such use as set forth in Article 4, and solely for the purpose for which they were designed and intended. Tenant's right to use the Common Areas shall terminate concurrently with any termination of this Lease.

2.3 LEASE COMMENCEMENT DATE AND LEASE TERM: The term of this Lease shall begin, and the Lease Commencement Date shall be deemed to have occurred, on the Intended Commencement Date (as set forth in Article 1) unless either (i) Landlord is unable to deliver possession of the Leased Premises to Tenant on the Intended Commencement Date, in which case the Lease Commencement Date shall be as determined pursuant to Paragraph 2.4 below, or (ii) Tenant enters into possession or use of the Leased Premises prior to the Intended Commencement Date, in which case the Lease Commencement Date shall be as determined pursuant to Paragraph 2.7 below (the "Lease Commencement Date"). The term of this Lease shall end on the Lease Expiration Date (as set forth in Article 1), irrespective of whatever date the Lease Commencement Date is determined to be pursuant to the foregoing sentence. The Lease Term shall be that period in time commencing on the Lease Commencement Date and ending on the Lease Expiration Date (the "Lease Term").

2.4 DELIVERY OF POSSESSION: Landlord shall deliver to Tenant possession of the Leased Premises on or before the Intended Commencement Date (as set forth in Article 1) in their presently existing condition, broom clean, unless Landlord shall have agreed, as a condition to Tenant's obligation to accept possession of the Leased Premises, pursuant to Exhibit "B" attached to and made a part of this Lease to modify existing interior improvements or to make, construct and/or install additional specified improvements within the Leased Premises, in which case Landlord shall deliver to Tenant possession of the Leased Premises on or before the Intended Commencement Date substantially completed pursuant to Exhibit "B" as so modified and/or improved. If Landlord is unable to so deliver possession of the Leased Premises to Tenant on or before the Intended Commencement Date, for whatever reason, Landlord shall not be in default under this Lease nor shall this Lease be void, voidable or cancelable by Tenant until the lapse of one hundred twenty (120) days after the Intended Commencement Date (the "delivery grace period"); however, the Lease Commencement Date shall not be deemed to have occurred until such date as Landlord notifies Tenant that the Leased Premises are Ready for Occupancy. Additionally, the delivery grace period above set forth shall be extended for such number of days as Landlord may be delayed in delivering possession of the Leased Premises to Tenant by reason of Force Majeure or the actions of Tenant, its agents, invitees or contractors. If Landlord is unable to deliver possession of the Leased Premises to Tenant within the described delivery grace period (including any extensions thereof by reason of Force Majeure or the actions of Tenant), then Tenant's sole remedy shall be to cancel and terminate this

Lease, and in no event shall Landlord be liable to Tenant for such delay. In the event that the date Landlord notifies Tenant that the Leased Premises are Ready for Occupancy (i) is after the delivery grace period and (ii) if Tenant has not previously canceled and terminated this Lease as provided for in this Paragraph, then Tenant shall no longer have the right to cancel and terminate this Lease. If the Landlord delivers possession of the Leased Premises to Tenant after the Intended Commencement Date, the Rent shall be prorated for the month in which the Tenant takes possession of the Leased Premises to account for the delay.

2.5 ACCEPTANCE OF POSSESSION: Tenant acknowledges that it has inspected the Leased Premises and is willing to accept them in their existing condition, broom clean, unless Landlord shall have agreed, as a condition to Tenant's obligation to accept possession of the Leased Premises, pursuant to Exhibit "B" attached to and made a part of this Lease to modify existing interior improvements or to make, construct and/or install additional specified improvements within the Leased Premises, in which case Tenant agrees to accept possession of the Leased Premises when Landlord has substantially completed such modifications or improvements and the Leased Premises are Ready for Occupancy. If Landlord shall have so modified existing improvements or constructed additional improvements within the Leased Premises for Tenant, Tenant shall, within Tenant's Punchlist Period (as set forth in Article 1) which shall commence on the date that Landlord notifies Tenant that the Leased Premises are Ready for Occupancy, submit to Landlord a Punchlist of all incomplete and/or improper work performed by Landlord. Upon the expiration of Tenant's Punchlist Period, Tenant shall be conclusively deemed to have accepted the Leased Premises in their then existing condition as so delivered by Landlord to Tenant, except as to those items reasonably set forth in the punchlist submitted to Landlord prior to the expiration of said period. Landlord agrees to correct all items reasonably set forth in Tenant's punchlist, provided that such punchlist was submitted to Landlord within Tenant's Punchlist Period.

2.6 SURRENDER OF POSSESSION: Immediately prior to the expiration or upon the sooner termination of this Lease, Tenant shall remove all of Tenant's signs from the exterior of the Leased Premises and/or the Building and shall remove all of Tenant's equipment, trade fixtures, furniture, supplies, wall decorations and other personal property from the Leased Premises, and shall vacate and surrender the Leased Premises to Landlord in the same condition, broom clean, as existed at the Lease Commencement Date, reasonable wear and tear excepted. Tenant shall repair all damage to the Leased Premises caused by Tenant's removal of Tenant's property and all damage to the exterior of the Leased Premises and/or the Building caused by Tenant's removal of Tenant's signs. Tenant shall patch and refinish, to Landlord's satisfaction, all penetrations made by Tenant or its employees to the floor, walls or ceiling of the Leased Premises, whether such penetrations were made with Landlord's approval or not. Tenant shall repair (or replace when the damage cannot be repaired to the satisfaction of Landlord), all stained or damaged ceiling tiles, movable wall partition panels, counter tops, wall coverings and floor coverings to the satisfaction of Landlord (for example, damage to movable wall partition panels caused by molly bolts or wall fasteners cannot be repaired, and therefore Tenant will be required to replace any such panels so damaged). Tenant shall repair all damage caused by Tenant to the exterior surface of the Building and the paved surfaces of the outside areas adjoining the Leased Premises and, where necessary, replace or resurface same. Additionally, Tenant shall, prior to the expiration or sooner termination of this Lease, remove any improvements constructed or installed by Tenant which Landlord requests be so removed by Tenant and repair all damage caused by such removal. If the Leased Premises are not surrendered to Landlord in the condition required by this Paragraph at the expiration or sooner termination of this Lease, Landlord may, at Tenant's expense, so remove Tenant's signs, property and/or improvements not so removed and make such repairs and replacements not so made or hire, at Tenant's expense, independent contractors to perform such work. Tenant shall be liable to Landlord for all costs incurred by Landlord in returning the Leased Premises to the required condition, plus interest as defined in Paragraph 3.4, on all costs incurred from the date paid by Landlord at an annual interest rate of five percent (5%) until paid, payable by Tenant to Landlord within thirty (30) days after receipt of a statement therefore from Landlord. If any personal property remains, or is left, at the Leased Premises after the expiration or sooner termination of this Lease, then Landlord may, in its sole discretion, sell such personal property upon such terms and conditions as Landlord shall in its sole discretion decide. Landlord shall have all right, title and interest in and to all proceeds from said sale. Landlord may also discard, throw away or otherwise dispose of such personal property and Landlord shall have no liability to Tenant or any other third party regarding such personal property. Tenant shall reimburse Landlord for any costs incurred in discarding such personal property.

2.7 EARLY OCCUPANCY: If Tenant enters into possession of the Leased Premises prior to the Intended Commencement Date (or permits its contractors to enter the Leased Premises prior to the Intended Commencement Date), unless otherwise agreed in writing by Landlord, the Lease Commencement Date shall be deemed to have occurred on such sooner date, and Tenant shall be obligated to perform all its obligations under this Lease, including the obligation to pay rent, from that sooner date.

2.8 ACCEPTANCE OF SURRENDER OF PREMISES: No act or thing done by Landlord or its agents during the term shall be deemed an acceptance of a surrender of the Leased Premises, and no agreement to accept a surrender of the Leased Premises shall be valid unless the same is made in writing and signed by Landlord.

ARTICLE 3 RENT, LATE CHARGES AND SECURITY DEPOSITS

3.1 BASE MONTHLY RENT: Commencing on the Lease Commencement Date (as determined pursuant to Paragraph 2.3 above) and continuing throughout the Lease Term, Tenant shall pay to Landlord, without prior demand therefore, in advance on the first day of each calendar month, as base monthly rent, the amount set forth as "Base Monthly Rent" in Article 1 (the "Base Monthly Rent").

3.2 ADDITIONAL RENT: Commencing on the Lease Commencement Date (as determined pursuant to Paragraph 2.3 above) and continuing throughout the Lease Term, in addition to the Base Monthly Rent, Tenant shall pay to Landlord as additional rent (the "Additional Rent") the following amounts:

A. Tenant's Proportionate Share of all increases in "Building Operating Expenses" (as defined in Article 13) over (i) those paid during the calendar year set forth in Article 1 as the "Building Expense Base Year" or (ii) the amount set forth in Article 1 as the "Building Expense Base Amount", whichever is the case. Payment shall be made by whichever of the following methods is from time to time designated by Landlord:

1) Landlord may bill to Tenant, on a periodic basis not more frequently than monthly, Tenant's Proportionate Share of the increase in Building Operating Expenses paid or incurred by Landlord during the current period over either (i) those paid or incurred in the same period during the Building Expense Base Year or (ii) the Building Expense Base Amount as adjusted for a similar period of time, as the case may be, and Tenant shall pay such share of such increases in the Building Operating Expenses within thirty (30) days after receipt of a written bill therefore from Landlord.

2) Landlord may deliver to Tenant Landlord's reasonable estimate of the increase in the Building Operating Expenses it anticipates will be paid or incurred for the ensuing calendar year over (i) those paid or incurred during the Building Expense Base Year or (ii) the Building Expense Base Amount, as the case may be, and Tenant shall pay its Proportionate Share of the estimated increase in Building Operating Expenses for such year in equal monthly installments during such year with the installments of Base Monthly Rent. Landlord reserves the right to change from time to time the method of billing Tenant its Proportionate Share of such increases in Building Operating Expenses or the periodic basis on which such increases are billed. B. Landlord's share of the consideration

received by Tenant upon certain assignments and sublettings as required by Article 7;
C. Any legal fees and costs that Tenant is obligated to pay or reimburse to Landlord pursuant to Article 13; and
D. Any other charges or reimbursements due Landlord from Tenant pursuant to the terms of this Lease.

3.3 YEAR-END ADJUSTMENTS: On or before April 1st of each calendar year, or as soon as is reasonably possible thereafter, Landlord shall furnish to Tenant a statement setting forth the Building Operating Expenses paid or incurred during the previous calendar year and the Building Operating Expenses paid or incurred during the Building Expense Base Year, if applicable, and to the extent Tenant shall have paid more than its Proportionate Share of any increases in the Building Operating Expenses for the previous year over those paid or incurred in the Building Expense Base Year or the Building Expense Base Amount, as the case requires, Landlord shall, at its election, either (i) credit the amount of such over-payment toward the next ensuing payment or payments of Additional Rent that would otherwise be due or (ii) refund in cash to Tenant the amount of such over-payment. If such year-end statement shall show that Tenant did not pay its Proportionate Share of any such increases in full, then Tenant shall pay to Landlord the amount of such underpayment within thirty (30) days from Landlord's billing of same to Tenant. The provisions of this Paragraph shall survive the expiration or sooner termination of this Lease.

3.4 LATE CHARGE AND INTEREST ON RENT IN DEFAULT: Tenant acknowledges that the late payment by Tenant of any monthly installment of Base Monthly Rent or any Additional Rent will cause Landlord to incur certain costs and expenses not contemplated under this Lease, the exact amounts of which are extremely difficult or impractical to fix. Such costs and expenses will include, without limitation, administration and collection costs and processing and accounting expenses. Therefore, if any installment of Base Monthly Rent is not received by Landlord from Tenant within thirty (30) calendar days after the same becomes due, Tenant shall immediately pay to Landlord a late charge in an amount equal to the amount set forth in Article 1 as the "Late Charge Amount", and if any Additional Rent is not received by Landlord within thirty (30) ten calendar days after same becomes due, Tenant shall immediately pay to Landlord a late charge in an amount equal to ten (10%) percent of the Additional Rent not so paid. Landlord and Tenant agree that this late charge represents a reasonable estimate of such costs and expenses and is fair compensation to Landlord for its loss suffered by reason of Tenant's failure to make timely payment. In no event shall this provision for a late charge be deemed to grant to Tenant a grace period or extension of time within which to pay any rental installment or prevent Landlord from exercising any right or remedy available to Landlord upon Tenant's failure to pay each rental installment due under this Lease when due, including the right to terminate this Lease. If any rent remains delinquent for a period in excess of ten (10) calendar days, then, in addition to such late charge, Tenant shall pay to Landlord interest on any rent that is not so paid from said tenth (10th) day at the interest rate of five percent (5%) per annum until paid.

3.5 PAYMENT OF RENT: All rent shall be paid in lawful money of the United States, without any abatement, deduction or offset for any reason whatsoever, to Landlord at such address as Landlord may designate from time to time. Should Tenant make a payment for Rent, Additional Rent, or any other payment in which the Bank notifies Landlord that there are insufficient funds, or that the account is closed, or should Tenant not make any payment in a timely manner as set forth in Paragraph 3.4. Tenant shall, after written notice from Landlord, pay all future payments of Rent and any Additional Rent with a money order, cashier's check, or certified funds. In the event that the commencement and/or expiration dates occur on any date other than the first or last day of the month respectively, Tenant's obligation to pay Base Monthly Rent and all Additional Rent shall be prorated to the actual occurrence dates for the month(s) in which the commencement and/or expiration dates of the Lease so occur. The failure of Tenant to pay any of the Additional Rent as required pursuant to this Lease when due shall be treated the same as a failure by Tenant to pay Base Monthly Rent when due, and Landlord shall have the same rights and remedies against Tenant as Landlord would have if Tenant failed to pay the Base Monthly Rent when due.

3.6 PREPAID RENT: Tenant has paid to Landlord the amount set forth in Article 1 as "First Month's Prepaid Rent" as prepayment of rent for credit against the first installment(s) of Base Monthly Rent due hereunder. Additionally, Tenant has paid to Landlord the amount set forth in Article 1 as "Last Month's Prepaid Rent" as prepayment of rent for credit against the last installment(s) of Base Monthly Rent due hereunder, subject, however, to the provisions of Paragraph 3.7 below.

3.7 SECURITY DEPOSIT: Tenant has deposited with Landlord the amount set forth in Article 1 "Security Deposit" as security for the performance by Tenant of the terms of this Lease to be performed by Tenant, and not as prepayment of rent. Landlord may apply such portion or portions of the Security Deposit as are reasonably necessary for the following purposes: (i) to remedy any default by Tenant in the payment of any amount due; (ii) to repair damage to the Premises caused by Tenant including but not limited to damages to Alterations; (iii) to clean and repair the Premises following surrender to Landlord if not surrendered in the condition required pursuant to the provisions of Article 2; and (iv) to remedy any other default of Tenant. In the event the Security Deposit or any portion thereof is so used, Tenant shall pay to Landlord, upon demand, an amount in cash sufficient to restore the Security Deposit to the full original sum. Landlord shall not be deemed to be a trustee of the Security Deposit. Landlord may use the Security Deposit in Landlord's ordinary business and shall not be required to segregate it from its general accounts. Tenant shall not be entitled to any interest on the Security Deposit. If Landlord transfers the Building, Landlord may pay the Security Deposit to any subsequent owner, in which event the transferring Landlord shall be released from all liability for the return of the Security Deposit. Tenant specifically grants to Landlord a period of sixty (60) days following the surrender of the Premises by Tenant to Landlord within which to restore the Security Deposit (less permitted deductions) to Tenant.

ARTICLE 4

USE OF LEASED PREMISES AND COMMON AREAS

4.1 PERMITTED USE: Tenant shall be entitled to use the Leased Premises solely for the "Permitted Use" as set forth in Article 1 and for no other purpose whatsoever. Tenant shall continuously and without interruption use the Leased Premises for such purpose for the entire Lease Term. Any discontinuance of such use for a period of thirty (30) consecutive calendar days shall be, at Landlord's election, a default by Tenant under the terms of this Lease. Subject to the limitations contained in this Article 4, Tenant shall have the right to use the Common Areas, in conjunction with other tenants and during normal business hours, solely for the purposes for which they were intended and for no other purposes whatsoever. Tenant shall not have the right to use the exterior surfaces of exterior walls, the area beneath the floor or the area above the ceiling of the Leased Premises.

4.2 GENERAL LIMITATIONS ON USE: Tenant shall not do or permit anything to be done in or about the Leased Premises, the Building, the Common Areas or the Project which does or could (i) interfere with the rights of, or annoy, other tenants, their invitees, or occupants of the Building or the Project, (ii) jeopardize the structural integrity of the Building or any Building or structure in the Project, or (iii) cause damage to any part of the Building or the Project. Tenant shall not operate any equipment within the Leased Premises which does or could (i) injure, vibrate or shake the Leased Premises or the Building, (ii) damage, overload or impair the efficient operation of any electrical, plumbing, heating, ventilating or air conditioning systems within or servicing the Leased Premises or the Building, or (iii) damage or impair the efficient operation of the sprinkler system (if any) within or servicing the Leased Premises or the Building. Tenant shall not install any equipment or antennas on or make any penetrations of the exterior walls or roof of the Building. Tenant shall not have

any access to and shall not be allowed on the roof of Building. Tenant shall not affix any equipment to or make any penetrations or cuts in the floor, ceiling or walls of the Leased Premises. Tenant shall not place any loads upon the floors, walls, ceiling or roof systems which could endanger the structural integrity of the Building or damage its floors, foundations or supporting structural components. Tenant shall not place any explosive, flammable or harmful fluids or other waste materials in the drainage systems of the Building or the Project. Tenant shall not drain or discharge any fluids in the landscaped areas or across the paved areas of the Project. Tenant shall not use any area located outside the Leased Premises for the storage or display (including but not limited to, any temporary storage, or display at any time) or sale of its materials, supplies, inventory or equipment, and all such materials, supplies, inventory and equipment shall at all times be stored within the Leased Premises. All noise generated by Tenant's use of the Leased Premises, including, without limitation, music systems and intercom systems, shall be confined or muffled so that it does not interfere with the businesses of or annoy other tenants or their invitees of the Building or the Project. Tenant shall not allow any waste materials to remain within the Leased Premises or in the Common Areas except in (not near or adjacent to) trash containers provided within the Project for that purpose. Tenant shall keep the Leased Premises in a neat, clean, attractive and orderly condition, free of any objectionable noises, odors, dust or nuisances which may disturb the quiet enjoyment of other tenants or occupants of the Building or the Project. Tenant shall not commit nor permit to be committed any waste or any nuisance in or about the Leased Premises, the Common Areas or the Project. Notwithstanding anything to the contrary, if Tenant uses the Leased Premises or Project for storage in violation of this Section 4.2, the Landlord shall, after giving Tenant ten (10) days written notice, have the power to remove and discard such stored materials, supplies, inventory and equipment at Tenant's cost and Landlord shall have no liability to Tenant for such removal or discarding.

4.3 PARKING: Tenant is allocated, and Tenant and its employees and invitees shall have the non-exclusive right to use, not more than the number of parking spaces set forth in Article 1 as "Tenant's Number of Parking Spaces." Tenant shall not, at any time, use or permit its employees or invitees to use more parking spaces than the number so allocated to Tenant. Tenant shall not have the exclusive right to use any specific parking space, and Landlord reserves the right to designate from time to time the location of the parking spaces allocated for Tenant's use. In the event Landlord elects or is required by any Law to limit or control parking within the Project, whether by validation of parking tickets or any other method, Tenant agrees to participate in such validation or other program as reasonably established by Landlord and to cause employees and invitees to so participate. Tenant shall not, at any time, park or permit to be parked, any trucks or vehicles adjacent to entryways or loading areas within the Project so as to interfere in any way with the use of such areas, nor shall Tenant, at any time, park or permit the parking of Tenant's trucks or other vehicles, or the trucks or other vehicles of Tenant's suppliers or others, in any portion of the Common Areas not designated by Landlord for such use by Tenant. Tenant shall not, at any time, park or permit to be parked, any recreational vehicles, inoperative vehicles or equipment on any portion of the common parking area or other Common Areas of the Project. Tenant agrees to assume responsibility for compliance by its employees and invitees with the parking provisions contained herein. If Tenant or its employees park any vehicle within the Project in violation of these provisions, then Landlord may charge Tenant, as Additional Rent, and Tenant agrees to pay as Additional Rent, Ten Dollars (\$10.00) per day for each day or partial day that each such vehicle is parked in any area other than that designated. Tenant hereby authorizes Landlord, at Tenant's sole expense, to tow away from the Project and store until redeemed by its owner any vehicle belonging to Tenant or Tenant's employees parked in violation of these provisions.

4.4 SIGNS: Tenant shall not place or install on or within any portion of the Leased Premises, the Building, the Common Areas or the Project any sign (other than a business identification sign first approved by Landlord in accordance with this Paragraph), advertisements, banners, placards or pictures which are visible from the exterior of the Leased Premises. Tenant shall not place or install on or within any portion of the Leased Premises, the Building or the Common Areas or the Project any business identification sign which is visible from the exterior of the Leased Premises without Landlord's prior written approval, and then not until Landlord shall have first approved in writing the location, size, content, design, method of attachment and material to be used in the making of such sign. Any signs, once approved by Landlord, shall be installed only in strict compliance with Landlord's approval, at Tenant's expense, using a person or company first approved in writing by Landlord to install same. Landlord may, without any liability for trespass or otherwise, remove any signs (not first approved in writing by Landlord), advertisements, banners, placards or pictures so placed by Tenant on or within the Leased Premises, the Building, the Common Areas or the Project and charge to Tenant the cost of such removal, together with any costs incurred by Landlord to repair any damage caused thereby, including any cost incurred to restore the surface upon which such sign was so affixed to its original condition. Tenant shall remove any such signs, repair any damage caused thereby, and restore the surface upon which the sign was affixed to its original condition, all to Landlord's reasonable satisfaction, upon the termination of this Lease. Notwithstanding the above, Tenant shall have the right to install and maintain at Tenant's sole cost and expense one lit sign on the exterior of the building in the location as shown on Exhibit "A," setting forth Tenant's name and logo which provides the maximum visibility per Parker sign code.

4.5 COMPLIANCE WITH LAWS AND PRIVATE RESTRICTIONS: Tenant shall not use or permit any person to use the Leased Premises in any manner which violates any Laws or Private Restrictions. Tenant shall abide by and shall promptly observe and comply with, at its sole cost and expense, all Laws and Private Restrictions respecting the use and occupancy of the Leased Premises, the Building, the Common Areas or the Project.

4.6 COMPLIANCE WITH INSURANCE REQUIREMENTS: With respect to any insurance policies carried by Landlord in accordance with the provisions of this Lease, Tenant shall not conduct (nor permit any other person to conduct) any activities within the Leased Premises, or store, keep or use anything within the Leased Premises which (i) is prohibited under the terms of any of such policies, (ii) could result in the termination of the coverage afforded under any of such policies, (iii) could give to the insurance carrier the right to cancel any of such policies, or (iv) could cause an increase in the rates (over standard rates) charged for the coverage afforded under any of such policies. Tenant shall comply with all requirements of any insurance company, insurance underwriter, or Board of Fire Underwriters which are necessary to maintain, at standard rates, the insurance coverages carried by either Landlord or Tenant pursuant to this Lease.

4.7 LANDLORD'S RIGHT TO ENTER: Landlord and its agents shall have the right to enter the Leased Premises (a) at all reasonable times for purposes of supplying janitorial services or any other services to be provided by Landlord to Tenant; (b) for performing obligations of Tenant after having given Tenant reasonable notice to perform such obligations; (c) upon reasonable notice and accompanied by a representative of Tenant for the purpose of (i) inspecting the same, (ii) showing the Leased Premises to prospective tenants, (iii) showing the Leased Premises to prospective purchasers or lenders, (iv) making necessary alterations, additions or repairs, or (v) posting notices of non-responsibility; or (d) without notice if the giving of notice would be impractical at times of emergency. For each of the purposes described above, Landlord may enter the Leased Premises by means of a master key. Landlord shall have the right to use any means Landlord may deem necessary and proper to enter the Leased Premises in case of an emergency. Any entry to the Leased Premises or portions thereof obtained by Landlord in accordance with this Paragraph shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the Leased Premises, or an eviction, actual or constructive, of Tenant from the Leased Premises or any portion thereof, or a trespass and Landlord shall not be liable for any such entry.

4.8 CONTROL OF COMMON AREAS: Landlord shall at all times have exclusive control of the Common Areas. Landlord shall have the right, without

the same constituting an actual or constructive eviction and without entitling Tenant to any reduction in or abatement of rent, to: (i) temporarily close any part of the Common Areas to whatever extent required in the opinion of Landlord's counsel to prevent a dedication thereof or the accrual of any prescriptive rights therein; (ii) temporarily close all or any parts of the Common Areas to perform maintenance or for any other reason deemed sufficient by Landlord; (iii) change the shape, size, location, number and extent of improvements within the Common Areas including, without limitation, changing the size, location or number of entryways, lobbies, corridors, doors and doorways, stairs and stairways, elevators or restrooms within the Building and/or the driveways, entrances, exits, parking spaces, parking areas, sidewalks, directional or locator signs, or the direction of the flow of traffic within the outside areas of the Project; and (iv) to make additions to the Common Areas including, without limitation, the construction of parking structures. Landlord shall have the right to change the name or address of the Building. Tenant, in its use of the Common Areas, shall keep the Common Areas free and clear of all obstructions created or permitted by Tenant. If, in the opinion of Landlord, unauthorized persons are using any of the Common Areas by reason of, or under claim of, the express or implied authority or consent of Tenant, upon demand of Landlord, Tenant shall restrain, to the fullest extent then allowed by Law, such unauthorized use, and shall initiate such appropriate proceedings as may be required to so restrain such use. Nothing contained herein shall affect the right of Landlord at any time to remove any unauthorized person from the Common Areas or to prohibit the use of the Common Areas by unauthorized persons, including, without limitation, the right to prohibit mobile food and beverage vendors, in exercising any such right regarding the Common Areas. Landlord shall make a reasonable effort to reduce any disruption to Tenant's business based on this section 4.8 and shall ensure that Tenant continues to have access to the Leased Premises while engaging in any actions contemplated by this section.

4.9 RULES AND REGULATIONS: Landlord shall have the right from time to time to establish reasonable rules and regulations and/or amendments or additions thereto respecting the use of space within the Project, the use of the Common Areas, and use of the Leased Premises for any reason including, but not limited to, the care and orderly management of the Project, and the safety of its tenants, occupants and invitees. Upon delivery to Tenant of a copy of such rules and regulations or any amendments or additions thereto, Tenant shall comply with such rules and regulations. A violation by Tenant of any of such rules and regulations shall constitute a default by Tenant under this Lease. If there is a conflict between the rules and regulations and any of the provisions of this Lease, the provisions of this Lease shall prevail. Landlord shall not be responsible or liable to Tenant for the violation of such rules and regulations by any other tenant, their invitees or occupants of the Project.

4.10 ENVIRONMENTAL PROTECTION: Landlord may voluntarily cooperate in a reasonable manner with the efforts of all governmental agencies in reducing actual or potential environmental damage. Tenant shall not be entitled to terminate this Lease or to any reduction in or abatement of rent by reason of such compliance or cooperation. Tenant agrees at all times to cooperate fully with Landlord and to abide by all rules and regulations and requirements which Landlord may reasonably prescribe in order to comply with the requirements and recommendations of governmental agencies regulating, or otherwise involved in, the protection of the environment.

4.11 HAZARDOUS SUBSTANCES: Tenant shall not store highly flammable materials or goods, explosives, perishable foodstuffs, contraband, live animals (with the exception of service animals), materials or goods which emit odors in or upon the Leased Premises. The Tenant covenants that it shall not store, use or possess nor permit the storage of any Hazardous Substance (hereinafter defined) upon the Leased Premises. Hazardous Substance for purposes of this Lease shall mean, without limitation, any flammable explosives, radon, radioactive materials, asbestos, urea-formaldehyde foam insulation, polychlorinated biphenyls, petroleum and petroleum based products methane, hazardous materials, hazardous wastes, hazardous or toxic substances or related materials, as defined in the comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601 et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Section 1801, et seq., Sections 6901, et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. Sections 2601 et seq.), or any other similar Law, Rule, Regulation or Statute concerning the protection of the environment (collectively "Environmental Laws").

4.12 PROVIDER OF SERVICES: There may be a provider of telecommunications, satellite, wireless technology, or other similar service in the Building which offers services to Tenants of the Building. Landlord makes no warranty, representation, endorsement, or claim regarding said provider, or regarding said services provided by said provider. Tenant's use of said provider is at the sole discretion of Tenant and is not based upon any guarantee, assurance, endorsement, warranty, or representation of Landlord. Tenant hereby agrees to waive and release Landlord against any expense, claim, damage, loss, or liability, including but not limited to attorney fees and costs in defense of any action which shall or may be caused by or arise out of anything done or omitted to be done by such provider of services, and/or regarding said services provided by said provider.

ARTICLE 5 REPAIRS, MAINTENANCE, SERVICES AND UTILITIES

5.1 REPAIR AND MAINTENANCE: Except in the case of damage to or destruction of the Leased Premises, the Building or the Project caused by an Act of God or other peril, in which case the provisions of Article 10 shall control, the parties shall have the following obligations and responsibilities with respect to the repair and maintenance of the Leased Premises, the Building and the Common Areas.

A. Landlord: Landlord shall, at all times during the Lease Term, continuously maintain in good order, condition and repair (i) the exterior and structural parts of the Building (including foundation, load-bearing and exterior walls, sub-flooring and roof); (ii) the Common Areas (including all walkways, driveways, parking areas and landscaped areas within the Project and the common entryways, lobbies, corridors and restrooms within the Building); and (iii) the electrical, mechanical, utility, plumbing, sewage and heating, ventilating and air conditioning systems installed or furnished by Landlord to service the Building.

B. Tenant: Tenant shall, at all times during the Lease Term, continuously maintain in good order, condition and repair the Leased Premises and every part thereof and all appurtenances thereto.

5.2 SERVICES AND UTILITIES: The parties shall have the following responsibilities and obligations with respect to obtaining and paying the cost of providing the following utilities and other services to the Leased Premises.

A. Landlord: Provided Tenant is not then in default hereunder, Landlord agrees to furnish at the following times the following services:

1) At all times, so long as it is available from the appropriate utility company, water in the Common Area restrooms within the Building sufficient for lavatory purposes and at designated locations within the Common Areas to be determined by Landlord sufficient for drinking purposes;

2) At all times, so long as it is available from the appropriate utility company, electric current to the Leased Premises sufficient to provide standard office lighting and to operate the usual types of fractional horsepower office business machines; provided, however, Tenant shall pay for any electric current used during periods other than the normal business hours of generally recognized business days;

3) From 8:00 a.m. to 6:00 p.m. Monday through Friday (excepting generally recognized holidays), so long as electricity sufficient to operate such system(s) is available from the appropriate utility company, heating, ventilating and air conditioning ("HVAC service") sufficient to heat, ventilate and/or air condition the

Leased Premises as required in Landlord's judgment for the comfortable use and occupancy of the Leased Premises during said periods of time for general office use;

4) Daily janitorial service (except on Saturdays, Sundays and generally recognized holidays); and

5) Exterior window washing at such times and in such manner as Landlord reasonably determines.

6) Tenant acknowledges that Landlord is not responsible for the security of the Leased Premises, Building, or Project, or the protection of Tenant's property, employees, invitees or contractors.

B. Tenant: Tenant shall arrange for, obtain, provide and pay for all other utilities or services (i.e. utilities and services other than those which Landlord has expressly agreed to provide) which may be required by Tenant in its use of the Lease Premises, such as telephone, security protection for the Leased Premises and/or waste disposal services in excess of normal janitorial services to be provided by Landlord. If Tenant shall require water, electric current and/or HVAC service in excess of that agreed to be furnished or supplied by Landlord, Tenant shall first procure the written consent of Landlord and shall make satisfactory arrangements with Landlord for the supply of same and for the payment by Tenant of all costs for such excess usage (as said costs are defined in Subparagraph C below).

C. Excess Usage: If Landlord determines that Tenant is using water, electric or HVAC service in excess of the amount agreed to be provided by Landlord pursuant to Subparagraph A above, then Landlord at its election may (i) periodically charge Tenant, as Additional Rent, a sum equal to Landlord's estimate of the cost of Tenant's excess usage of such utility service, or (ii) install (or require Tenant to install) at Tenant's sole cost, a separate meter to measure the utility service supplied to the Leased Premises and, based upon periodic readings of such meters, periodically charge Tenant, as Additional Rent, a sum equal to Landlord's estimate of the cost of such excess usage. In the event Landlord shall install such a separate meter, Tenant shall pay to Landlord upon demand, (said demand may be prior to and a condition of the performance of such work); the costs incurred by Landlord in purchasing, installing and subsequently maintaining such meters. The cost of Tenant's excess usage shall include any costs to Landlord in keeping account of such usage and all governmental fees, public charges or the like attributable to or based upon such usage (e.g. sewer use fees which are based upon water usage) to the extent of such excess usage. Tenant agrees to pay to Landlord, within thirty (30) days of billing therefore, the costs for all such excess water, electric current and/or HVAC service used, as so estimated by Landlord.

5.3 ENERGY AND RESOURCE CONSUMPTION: Landlord may voluntarily cooperate in a reasonable manner with the efforts of all governmental agencies or utility suppliers in reducing energy or other resource consumption within the Project. Tenant shall not be entitled to terminate this Lease or to any reduction in or abatement of rent by reason of such compliance or cooperation. Tenant agrees at all times to cooperate fully with Landlord and to abide by all reasonable rules established by Landlord (i) in order to maximize the efficient operation of the electrical, heating, ventilating and air conditioning systems and all other energy or other resource consumption systems within the Project and/or (ii) in order to comply with the requirements and recommendations of utility suppliers and governmental agencies regulating the consumption of energy and/or other resources.

5.4 RENT REDUCTION OR ABATEMENT: Tenant shall not be entitled to terminate this Lease nor be entitled to any reduction in or abatement of rent by reason of (i) Landlord's failure to perform any maintenance or repairs to the Project, or (ii) any failure, interruption, rationing or other curtailment in the supply of water, electric current, gas or other utility service to the Leased Premises, the Building or the Project from whatever cause, or (iii) the unauthorized intrusion or entry into the Leased Premises by third parties (other than Landlord). Tenant's remedies shall be limited to those stated in Paragraph 12.3.

ARTICLE 6 ALTERATIONS AND IMPROVEMENTS

6.1 BY TENANT: Tenant shall not make any alterations to or modifications of the Leased Premises or construct any improvements to or within the Leased Premises without Landlord's prior written approval, and then not until Landlord shall have first approved in writing the plans and specifications thereof. All such modifications, alterations or improvements, once so approved, shall be made, constructed or installed by Tenant at Tenant's expense, using a licensed contractor first approved by Landlord in writing in strict compliance with the Landlord-approved plans and specifications thereof. All work undertaken by Tenant shall be done in accordance with all Laws and in a good and workmanlike manner using new materials of good quality. Tenant shall not commence the making of any such modifications or alterations or the construction of any such improvements until (i) all required governmental approvals and permits shall have been obtained, (ii) all requirements regarding insurance imposed by this Lease have been satisfied, (iii) Tenant shall have given Landlord at least five (5) business days prior written notice of its intention to commence such work so that Landlord may post and file Notices of Non-Responsibility, and (iv) if requested by Landlord, Tenant shall have obtained contingent liability and broad form builder's risk insurance in an amount satisfactory to Landlord to cover any perils relating to the proposed work not covered by insurance carried by Tenant pursuant to Article 9. In no event shall Tenant make any modifications, alterations or improvements to the Common Areas or any areas outside of the Leased Premises. As used in this Article, the term "modifications, alterations or improvements" shall include, without limitation, the installation of additional electrical outlets, overhead lighting fixtures, drains, sinks, partitions, doorways, or the like.

In the event that Tenant receives Landlord's prior written approval to commence any alterations, additions, improvements or construction of whatever kind or nature to be done by Tenant in or about the Leased Premises (the Alterations), which approval or disapproval shall be in Landlord's sole and subjective discretion, then, as a condition precedent to Tenant's commencing such Alterations, Tenant shall submit to Landlord the following items: (i) all architectural, engineering, construction and/or design drawings, plans specifications, studies, reports, bids and other material of every kind relating to the Alterations (the Plans and Specifications); (ii) an original signed copy of the contract between Tenant and any and all contractors, subcontractors, materialmen or suppliers together with copies of any and all subcontracts and supply contracts relating to the Alterations; (iii) originally signed lien waivers from all subcontractors and materialmen or suppliers for all work done and/or material supplied in connection with the Alterations and (iv) an originally signed general release of liens from Tenant's general contractor in a form acceptable to Landlord. Upon completion of the Alterations, Tenant shall submit to Landlord: (i) a certification from Tenant's general contractor and, if requested by Landlord, from Tenant's architect, certifying that each has inspected the Leased Premises not more than five (5) days prior to the date of the certification and that the Alterations have been constructed in good and workmanlike manner and in substantial accordance with the Plans and Specifications and with the requirements of the governmental authorities having jurisdiction or control over same, and that all materials for which payment has been made by Tenant have been delivered to and have been incorporated into the Leased Premises; and (ii) final unconditional certificate(s) of occupancy, or the equivalent issued by the applicable governmental authority.

6.2 OWNERSHIP OF IMPROVEMENTS: All modifications, alterations and improvements made or added to the Leased Premises by Tenant (other than Tenant's inventory, equipment, movable furniture, wall decorations and trade fixtures) shall be deemed real property and a part of the Leased Premises, but shall remain the property of Tenant during the Lease Term. Any such modifications, alterations or improvements, once completed, shall not be altered or removed from the Leased Premises during the Lease Term without Landlord's written approval first obtained in accordance with the provisions of paragraph 6.1 above. At the expiration or sooner termination of this Lease, all such modifications, alterations and improvements (other than Tenant's inventory,

equipment, movable furniture, wall decorations and trade fixtures) shall automatically become the property of Landlord and shall be surrendered to Landlord as a part of the Leased Premises as required pursuant to Article 2, unless Landlord shall require Tenant to remove any of such modifications, alterations or improvements in accordance with the provisions of Article 2, in which case Tenant shall so remove same. If Tenant does not so remove any of such modifications, alterations or improvements, then Landlord may, at Tenant's sole cost and expense, remove and/or discard such modifications, alterations or improvements. Landlord shall further have the right to sell such modifications, alterations or improvements upon such terms and conditions as Landlord desires and Landlord shall have all right, title and interest to all proceeds from said sale. Landlord shall have no liability to Tenant or any other third party based upon its discarding or selling such personal property. Tenant shall reimburse Landlord for any costs incurred in discarding such property. Landlord shall have no obligation to reimburse to Tenant all or any portion of the cost or value of any such modifications, alterations or improvements so surrendered to Landlord. All modifications, alterations or improvements which are installed or constructed on or attached to the Leased Premises by Landlord at Landlord's expense shall be deemed real property and a part of the Leased Premises and shall be the property of Landlord. All lighting, plumbing, electrical, heating, ventilating and air conditioning fixtures, partitioning, window coverings, wall coverings and floor coverings installed by Tenant shall be deemed improvements to the Leased Premises and not trade fixtures of Tenant.

6.3 ALTERATIONS REQUIRED BY LAW: Subject to sections 6.1 and 6.2, Tenant shall make all modifications, alterations and improvements to the Leased Premises, at its sole cost, that are required by any Law because of (i) Tenant's use or occupancy of the Leased Premises, (ii) Tenant's application for any permit or governmental approval, or (iii) Tenant's making of any modifications, alterations or improvements to or within the Leased Premises. If Landlord shall, at any time during the Lease Term, be required by any governmental authority to make any modifications, alterations or improvements to the Building or the Project, the cost incurred by Landlord in making such modifications, alterations or improvements, including a five percent (5%) per annum cost of money factor, shall be amortized by Landlord over the useful life of such modifications, alterations or improvements, as determined in accordance with generally accepted accounting standards, and the monthly amortized cost of such modifications, alterations and improvements as so amortized shall be considered a Project Maintenance Cost.

6.4 LIENS: Tenant will not suffer or permit any mechanic's, laborer's or materialman's lien to be filed against the Land, Building, or Premises, or any part thereof, by reason of work, labor services or materials supplied or claimed to have been supplied to Tenant; and if any such lien shall at any time be filed, Tenant, within thirty (30) days after notice of the filing thereof, shall cause it to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or as otherwise provided by Law. This obligation shall survive any termination of the Lease. If Tenant shall fail to cause such lien to be discharged within the period aforesaid, then in addition to any other right or remedy, Owner may, but shall not be obligated to, discharge it either by paying the amount claimed to be due or by procuring the discharge of such lien by deposit or by bonding or other proceedings. Owner may at its option and without waiving any of its rights set forth in the immediately preceding sentence, permit Tenant to contest validity of any such lien or claim, provided that in such circumstances the Tenant shall at its expense defend itself and Owner against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof against the Owner, the Premises or the Building, provided further that Owner may at any time require the Tenant to post a bond with an entity satisfactory to Owner in an amount one and one-half (1.5) times the amount of the lien or to deposit with the Court exercising jurisdiction over such claim such amount as either the Court or Statute may determine to be sufficient as a release and discharge of the lien. If Tenant shall not immediately make such payment upon the request of Owner, Owner may make said payment in the amount so paid together with interest thereon from the date of payment and all legal costs and charges, including attorney fees incurred by Owner in connection with said payment shall be deemed Additional Rent and shall be payable on the next date on which a Base Rental installment is due. Any amount so paid by Owner, plus all of Owner's costs and expenses associated therewith, shall be paid by Tenant to Owner on demand, with interest thereon at the Reimbursement Interest Rate from the due date until paid.

ARTICLE 7 ASSIGNMENT AND SUBLETTING BY TENANT

7.1 TENANT: Tenant shall not sublet the Leased Premises (or any portion thereof) or assign or encumber its interest in this Lease, whether voluntarily or by operation of Law, without Landlord's prior written consent first obtained in accordance with the provisions of this Article 7. Any attempted subletting, assignment or encumbrance without Landlord's prior written consent, at Landlord's election, shall constitute a default by Tenant under the terms of this Lease. The acceptance of rent by Landlord from any person or entity other than Tenant, or the acceptance of rent by Landlord from Tenant with knowledge of a violation of the provisions of this Paragraph, shall not be deemed to be a waiver by Landlord of any provision of this Article or this Lease or to be a consent to any subletting by Tenant or any assignment or encumbrance of Tenant's interest in this Lease.

7.2 MERGER OR REORGANIZATION: If Tenant is a corporation, any dissolution, merger, consolidation or other reorganization of Tenant, or the sale or other transfer in the aggregate over the Lease Term of a controlling percentage of the capital stock of Tenant, shall be deemed a voluntary assignment of Tenant's interest in this Lease. The phrase "controlling percentage" means the ownership of and the right to vote stock possessing more than fifty percent (50%) of the total combined voting power of all classes of Tenant's capital stock issued, outstanding and entitled to vote for the election of directors. If Tenant is a partnership, a withdrawal or change, voluntary, involuntary or by operation of Law, of any general partner, or the dissolution of the partnership, shall be deemed a voluntary assignment of Tenant's interest in this Lease. If Tenant is a limited liability company, a withdrawal or change, voluntarily, involuntary, or by operation of law, of any manager or the dissolution of the limited liability company, or a change in more than twenty-five percent (25%) over the Lease Term of the members of the limited liability company shall be deemed a voluntary assignment of Tenant's interest in this Lease. If Tenant is a partnership and a general partner is a corporation, partnership or a limited liability company, then any dissolution, merger, consolidation, or other reorganization of the general partner or the sale or other transfer in the aggregate over the Lease Term of more than twenty-five percent (25%) of the capital stock or interest of the general partner shall be deemed to be a voluntary assignment of Tenant's interest in this Lease.

7.3 LANDLORD'S ELECTION: If Tenant shall desire to assign its interest under this Lease or to sublet all or any portion of the Leased Premises, Tenant must first notify Landlord, in writing, of its intent to so assign or sublet, at least (90) ninety days in advance of the date it intends to so assign its interest in this Lease or sublet the Leased Premises but not sooner than one hundred eighty (180) days in advance of such date, specifying in detail the terms of such proposed assignment or subletting, including the name of the proposed assignee or sublessee, the proposed assignee's or sublessee's intended use of the Leased Premises, a current Financial Statement of such proposed assignee or sublessee and the proposed form of documents to be used in effectuating such assignment or subletting. Landlord shall have a period of thirty (30) days following receipt of such notice within which to do one of the following: (a) cancel and terminate this Lease effective as of the intended subletting or assignment date set forth in Tenant's notice, or (b) if Landlord shall not have elected to cancel and terminate this Lease, to either (i) consent to such requested assignment or subletting subject to Tenant's compliance with the conditions set forth in Paragraph 7.4 below, or (ii) refuse, in Landlord's sole and absolute discretion, to so consent to such requested assignment or subletting. Within ten (10) days of Tenant's notification to Landlord as stated in first sentence of this Paragraph 7.3, Tenant covenants and agrees to supply to Landlord, (i) two years income

tax returns; (ii) balance sheets and profit and loss statements prepared by CPAs; (iii) banking references of the proposed transferee; (iv) resume of the business background experience of proposed transferee; (v) business and personal references for the proposed transferee; and (vi) resume of all principals, and any other relevant information which Landlord may reasonably request respecting such proposed assignment or subletting and/or the proposed assignee or sublessee.

7.4 CONDITIONS TO LANDLORD'S CONSENT: If Landlord elects to consent, or shall have been ordered to so consent by a court of competent jurisdiction, to such requested assignment, subletting or encumbrance, such consent shall be expressly conditioned upon the occurrence of each of the conditions below set forth, and any purported assignment, subletting or encumbrance made or ordered prior to the full and complete satisfaction of each of the following conditions shall be void and, at the election of Landlord, which election may be exercised at any time following such a purported assignment, subletting or encumbrance but prior to the satisfaction of each of the stated conditions, shall constitute a material default by Tenant under this Lease giving Landlord the absolute right to terminate this Lease unless such default is promptly cured by satisfying in full each such condition by the assignee, sublessee or encumbrancee. The conditions are as follows:

A. Landlord having approved in form and substance the assignment or sublease agreement (or the encumbrance agreement). Such sublease agreement shall contain a clause stating that if Tenant is in default under this Lease, then upon notice from Landlord to the sub-tenant, sub-tenant shall and is authorized by Tenant, to pay to Landlord, any amounts subtenant owes to Tenant. Such payment of monies from subtenant to Landlord shall not be deemed to create a Landlord and Tenant relationship between sub-tenant and Landlord.

B. Each such sublessee or assignee having agreed, in writing satisfactory to Landlord and its counsel and for the benefit of Landlord, to assume, to be bound by, and to perform the obligations of this Lease to be performed by Tenant (or, in the case of an encumbrance, each such encumbrancer having similarly agreed to assume, be bound by and to perform Tenant's obligations upon a foreclosure or transfer in lieu thereof).

C. Tenant having fully and completely performed all of its obligations under the terms of this Lease through and including the date of such assignment of subletting.

D. Tenant having reimbursed to Landlord all reasonable costs and attorney's fees incurred by Landlord in conjunction with the processing and documentation of any such requested subletting, assignment or encumbrance.

E. Tenant having delivered to Landlord a complete and fully-executed duplicate original of such sublease agreement, assignment agreement or encumbrance (as applicable) and all related agreements.

F. Tenant having paid, or having agreed in writing to pay as to future payments, to Landlord one-hundred percent (100%) of all assignment consideration or excess rentals to be paid to Tenant or to any others on Tenant's behalf or for Tenant's benefit for such assignment or subletting as follows:

1) If Tenant assigns its interest under this Lease and if all or a portion of the consideration for such assignment is to be paid by the assignee at the time of the assignment, that Tenant shall have paid to Landlord and Landlord shall have received an amount equal to one-hundred percent (100%) of the assignment consideration so paid or to be paid (whichever is the greater) at the time of the assignment by the assignee; or

2) If Tenant assigns its interest under this Lease and if Tenant is to receive all or a portion of the consideration for such assignment in future installments, that Tenant and Tenant's assignee shall have entered into a written agreement with and for the benefit of Landlord satisfactory to Landlord and its counsel whereby Tenant and Tenant's assignee jointly agree to pay to Landlord an amount equal to one-hundred percent (100%) of all such future assignment consideration installments to be paid by such assignee as and when such assignment consideration is so paid.

3) If Tenant subleases the Leased Premises, that Tenant and Tenant's sublessee shall have entered into a written agreement with and for the benefit of Landlord satisfactory to Landlord and its counsel whereby Tenant and Tenant's sublessee jointly agree to pay to Landlord one-hundred percent (100%) of all excess rentals to be paid by such sublessee as and when such excess rentals are so paid.

G. Base Monthly Rent under the assignment or sublease to be at the current prevailing market rate.

H. If Landlord does not consent to such requested assignment or subletting and Tenant believes that such refusal to consent is a default under this Lease, then Tenant shall be entitled to petition a court of competent jurisdiction to determine that such refusal is a default under this Lease. If Tenant prevails, Landlord shall be required to consent to said sublease or assignment. This shall be Tenant's sole remedy. Tenant shall not be entitled to any damages based upon such default.

7.5 ASSIGNMENT CONSIDERATION AND EXCESS RENTAL DEFINED: For purposes of this Article, the term "assignment consideration" shall mean all consideration to be paid by the assignee to Tenant or to any other on Tenant's behalf or for Tenant's benefit as consideration for such assignment, less any commissions paid by Tenant to a licensed real estate broker for arranging such assignment (not to exceed the prevailing rates), and the term "excess rentals" shall mean all consideration to be paid by the sublessee to Tenant or to any other on Tenant's behalf or for Tenant's benefit for the sublease of the Leased Premises in excess of the rent due Landlord under the terms of this Lease for the same period, less any commissions paid by Tenant to a licensed real estate broker for arranging such sublease (not to exceed the prevailing rates). Tenant agrees that the portion of any assignment consideration and/or excess rentals arising from any assignment or subletting by Tenant which is to be paid to Landlord pursuant to this Article now is and shall then be the property of Landlord and not the property of Tenant.

7.6 PAYMENTS: All payments required by this Article to be made to Landlord shall be made in cash in full as and when they become due. At the time Tenant, Tenant's assignee or sublessee makes each such payment to Landlord, Tenant, Tenant's assignee or sublessee, as the case may be, shall deliver to Landlord an itemized statement in reasonable detail showing the method by which the amount due Landlord was calculated and certified by the party making such payment as true and correct.

7.7 GOOD FAITH: The rights granted to Tenant by this Article are granted in consideration of Tenant's express covenant that all pertinent allocations which are made by Tenant between the rental value of the Leased Premises, this Lease and the value of any of Tenant's personal property which may be conveyed or leased generally concurrently with and which may reasonably be considered a part of the same transaction as the permitted assignment or subletting shall be made fairly, honestly and in good faith. If Tenant shall breach this Covenant of Good Faith, Landlord may immediately declare Tenant to be in default under the terms of this Lease and terminate this Lease and/or exercise any other rights and remedies Landlord would have under the terms of this Lease in the case of a material default by Tenant under this Lease.

7.8 EFFECT OF LANDLORD'S CONSENT: No subletting, assignment or encumbrance, even with the consent of Landlord, shall relieve Tenant of its personal and primary obligation to pay rent and to perform all of the other obligations to be performed by Tenant hereunder. Consent by Landlord to one or more assignments or encumbrances of Tenant's interest in this Lease or to one or more sublettings of the Leased Premises shall not be deemed to be a consent to any subsequent assignment, encumbrance or subletting. If Landlord shall have been ordered by a court of competent jurisdiction to consent to a requested assignment or subletting, or such an assignment or subletting shall have been ordered over the objection of Landlord, such assignment or subletting shall not be binding between the assignee (or sublessee) and Landlord until such time as all conditions set forth in Paragraph 7.4 above have been fully satisfied (to the extent not then satisfied) by the assignee or sublessee, including, without limitation, the payment to Landlord of all agreed assignment considerations and/or

excess rentals then due Landlord.

ARTICLE 8 LIMITATION ON LANDLORD'S LIABILITY; LIABILITY

8.1 LIMITATION ON LANDLORD'S LIABILITY AND RELEASE: Landlord shall not be liable to Tenant for, and Tenant hereby releases Landlord, its partners, agents, successors and officers from, any and all liability, whether in contract, tort, or on any other basis, for any injury to or damage sustained by Tenant, its agents, employees, contractors or invitees; or any damage to Tenant's or such person's or entity's property; resulting from or attributable to the condition of, the management of, the maintenance of, or the protection of the Leased Premises, the Building, the Project or the Common Areas, or any act or omission of the Landlord, its partners, agents, successors, or officers, including but not limited to, without limitation, any such injury, damage or loss resulting from: (i) the failure, interruption, rationing or other curtailment or cessation in the supply of electricity, electrical current, water, gas or other utility service to the Project, the Building or the Leased Premises from whatever cause; (ii) the vandalism or forcible entry into the Building or the Leased Premises by Landlord or third parties; (iii) the penetration of water into or onto any portion of the Leased Premises through roof leaks, frozen, cut or burst pipes, or otherwise; (iv) the failure to provide security and/or adequate lighting in or about the Project, the Building or the Leased Premises; (v) the existence of any design or construction defects within the Project, the Building or the Leased Premises; (vi) the failure of any mechanical systems to function properly (such as the HVAC systems); or (vii) the blockage of access to any portion of the Project, the Building or the Leased Premises not caused by the Landlord; or (viii) Landlord's failure to perform an obligation expressly undertaken pursuant to this Lease unless the requirements of section 12.3 LANDLORD'S DEFAULT AND TENANT'S REMEDIES have been complied with by Tenant. Tenant warrants, for the benefit of Landlord, that Tenant has the power to release fully all claims and to discharge all liabilities of Landlord as and to the extent set forth in this Paragraph. Landlord shall not be liable for any damages arising from, nor shall Landlord be deemed to have constructively evicted Tenant based on any act, neglect or default of any other tenant, if any, within the Project or within the Building.

8.2 LIABILITY: Each party will be responsible for its own negligent or intentional acts or omissions and for those of its employees, officers, agents, and volunteers. The parties agree that in the event any claim or suit is brought against both parties by any third party as a result of the operation of this Agreement, both parties will cooperate with each other, and with the insuring entities of both parties, in defending such claim or suit. The parties intend that nothing herein shall be deemed or construed as a waiver by the Tenant of any rights, immunities, limitations, or protections afforded to it to the extent its actions are performed in the course of its duties pursuant to this Agreement, under the Colorado Governmental Immunity Act, C.R.S. §24-10-101, et seq., as now or hereafter amended or otherwise available at law or equity.

ARTICLE 9 INSURANCE

9.1 TENANT'S INSURANCE: Tenant shall maintain insurance complying with all of the following:

A. Tenant shall procure, pay for and keep in full force and effect, at all times during the Lease Term, the following:

(1) Commercial General Liability Insurance insuring Tenant against liability for bodily injury, death, property damage and personal injury occurring at the Leased Premises, or resulting from Tenant's use or occupancy of the Leased Premises, Project, Building, Property, or Common Areas or resulting from Tenant's activities in or about the Leased Premises. Such insurance shall be on an occurrence basis with a combined single limit of liability of not less than the amount of Tenant's Required Liability Coverage (as set forth in Article 1).

The policy or policies shall be endorsed to name Landlord and such others as are designated by Landlord as additional insureds in the form equivalent to CO20111185 or successors and shall contain the following additional endorsement: "The insurance afforded to the additional insureds is primary insurance. If the additional insureds have other insurance which is applicable to the loss on a contributing, excess or contingent basis, the amount of this insurance company's liability under this policy shall not be reduced by the existence of such other insurance. Any insurance carried by the additional insureds shall be excess and non contributing with the insurance provided by the Tenant." The policy shall not be canceled or reduced without at least thirty (30) days written notice to additional insureds. Tenant's policy shall also contain the severability of interest and cross-liability endorsement or clauses.

(2) Fire and Property Damage Insurance in so-called Special Form plus flood coverage insuring Tenant against loss from physical damage to Tenant's personal property, inventory, stock, trade fixtures and improvements within the Leased Premises with coverage for the full actual replacement cost thereof;

(3) Workers' Compensation Insurance and any other employee benefit insurance sufficient to comply with all Laws Tenant will endeavor to provide thirty (30) days written notice of cancellation to Landlord;

(4) Comprehensive Auto Liability Insurance with a combined single limit coverage of not less than the amount of Tenant's Required Liability Coverage (as set forth in Article 1) for bodily injury and/or property damage liability for; a) Owned autos b) Hired or borrowed autos c) Non-owned autos d) Auto blanket contractual form CA0029. The Tenant will endeavor to provide thirty (30) days written notice of cancellation to Landlord.

B. Each policy of liability insurance required to be carried by Tenant pursuant to this Article or actually carried by Tenant with respect to the Leased Premises, Project, Building, Property, or Common Areas, (i) shall be in a form satisfactory to Landlord, (ii) shall be provided by carriers admitted to do business in the state of Colorado with a Best rating of "A/VI" or better and/or acceptable to Landlord. Each policy of liability insurance required to be carried by Tenant pursuant to this paragraph shall have no deductible in excess of \$25,000.00.

C. Prior to the time Tenant or any of its contractors enter the Leased Premises, Tenant shall deliver to the Landlord with respect to each policy of insurance required to be carried by Tenant pursuant to this Article, a certificate of the insurer certifying, in a form satisfactory to the Landlord, that the policy has been issued and premium paid providing the coverage required by this Article and containing the provisions herein. Attached to such a certificate shall be endorsements naming Landlord as additional insured, and including the wording for primary insurance above. With respect to each renewal or replacement of any such insurance, the requirements of this Article must be complied with not less than thirty (30) days prior to the expiration or cancellation of the policy being renewed or replaced. Landlord may at any time and from time-to-time inspect and/or copy any and all insurance policies required to be carried by Tenant pursuant to this Article. If Landlord's lender, insurance broker or advisor or counsel reasonably determines at any time that the form or amount of coverage set forth in Article 9.1.(A) for any policy of insurance Tenant is required to carry pursuant to this Article is not adequate, then Tenant shall increase the amount of coverage for such insurance to such greater amount or change the form as Landlord's lender, insurance broker or advisor or counsel reasonably deems adequate (provided however such increase level of coverage may not exceed the level of coverage for such insurance commonly carried by comparable businesses similarly situated and operating under similar circumstances).

9.2 LANDLORD'S INSURANCE: With respect to insurance maintained by Landlord:

A. Landlord shall maintain, as the minimum coverage required of it by this Lease, Property Insurance in so-called Special Form insuring Landlord (and such

others as Landlord may designate) against loss from physical damage to the Building with coverage of not less than one hundred percent (100%) of the full actual replacement cost thereof and against loss of rents for a period of not less than twelve (12) months. Such Property Damage Insurance, at Landlord's election but without any requirement on Landlord's behalf to do so, (i) may be written in so-called Special Form, excluding only those perils commonly excluded from such coverage by Landlord's then property damage insurer; (ii) may provide coverage for physical damage to the improvements so insured for up to the entire full actual replacement cost thereof; (iii) may be endorsed to include or separate policies may be carried to cover loss or damage caused by any additional perils against which Landlord may elect to insure, including flood and/or earthquake; (iv) may provide coverage for loss of rents for a period of up to twelve (12) months; and/or (v) may contain "deductibles" per occurrence in an amount reasonably acceptable to Landlord. Landlord shall not be required to cause such insurance to cover any of Tenant's personal property, inventory and trade fixtures, or any modifications, alterations or improvements made or constructed by Tenant to or within the Leased Premises.

B. Landlord shall maintain Commercial General Liability Insurance insuring Landlord (and such others as are designated by Landlord) against liability for personal injury, bodily injury, death, and damage to property occurring in, on or about, or resulting from the use or occupancy of the Property, or any portion thereof, with combined single limit coverage of at least Two Million Dollars (\$2,000,000.00). Landlord may carry such greater coverage as Landlord or Landlord's Lender, insurance broker or advisor or counsel may from time to time determine is reasonably necessary for the adequate protection of Landlord and the Property.

C. Landlord shall maintain Workers' Compensation Insurance insuring Landlord (and such others as are designated by Landlord) against liability for workers' compensation claims brought by any of Landlord's employees while performing work for the Employer on the Property.

D. Landlord may maintain any other insurance which in the opinion of its insurance broker or advisor or legal counsel is prudent to carry under the given circumstances. The Landlord shall provide certificate(s) of insurance to the Tenant within three (3) business days of a request by Tenant.

9.3 MUTUAL WAIVER OF SUBROGATION: Landlord hereby releases Tenant, and Tenant hereby releases Landlord and its respective principals, officers, agents, employees and servants, from any and all liability for loss, damage or injury to the property of the other in or about the Leased Premises or the Property which is caused by or results from a peril or event or happening which would be covered by insurance required to be carried by the party sustaining such loss under the terms of this Lease, or is covered by insurance actually carried and in force at the time of the loss, by the party sustaining such loss; provided, however, that such waiver shall be effective only to the extent permitted by the insurance covering such loss, and to the extent such insurance is not prejudiced thereby.

ARTICLE 10 DAMAGE TO LEASED PREMISES

10.1 LANDLORD'S DUTY TO RESTORE: If the Leased Premises are damaged by any peril after the Effective Date of this Lease, Landlord shall restore the Leased Premises, as and when required by this Paragraph, unless this Lease is terminated by Landlord pursuant to Paragraph 10.2 or by Tenant pursuant to Paragraph 10.3. All insurance proceeds available from the fire and property damage insurance carried by Landlord shall be paid to and become the property of Landlord. Whether or not this Lease is terminated pursuant to either Paragraph 10.2 or 10.3, all insurance proceeds available from insurance carried by Tenant which covers loss to property that is Landlord's property or would become Landlord's property on termination of this Lease shall be paid to and become the property of Landlord, and the remainder of such proceeds shall be paid to and become the property of the Tenant. However, such payment to Tenant shall be deemed to be paid in trust in order to replace with similar property of no less value. If this Lease is not terminated pursuant to either Paragraph 10.2 or 10.3, all insurance proceeds available from insurance carried by Tenant which cover loss to property that is Landlord's property shall be paid to and become the property of Landlord, and all proceeds available which cover loss to property which would become the property of Landlord upon the termination of this Lease shall be paid to and remain the property of Tenant. If this Lease is not so terminated, then upon receipt of the insurance proceeds (if the loss is covered by insurance) and the issuance of all necessary governmental permits, Landlord shall commence and prosecute to completion the restoration of the Leased Premises, to the extent then allowed by Law, to substantially the same condition in which the Leased Premises existed as of the Lease Commencement Date. Landlord's obligation to restore shall be limited to the Leased Premises and interior improvements constructed by Landlord. Landlord shall have no obligation to restore any other improvements to the Leased Premises or any of Tenant's personal property, inventory or trade fixtures. Upon completion of the restoration by Landlord, Tenant shall forthwith replace or fully repair all of Tenant's personal property, inventory, trade fixtures and other improvements constructed by Tenant to like or similar condition as existed at the time of such damage or destruction.

10.2 LANDLORD'S RIGHT TO TERMINATE: Landlord shall have the option to terminate this Lease in the event any of the following occurs, which option may be exercised only by delivery to Tenant of a written notice of election to terminate within thirty (30) days after the date of such damage or destruction:

A. The Building is damaged by any peril covered by valid and collectible insurance actually carried by Landlord and in force at the time of such damage or destruction (an "insured peril") to such an extent that the estimated cost to restore the Building exceeds the lesser of (i) the insurance proceeds available from insurance actually carried by Landlord, or (ii) seventy-five percent (75%) of the then actual replacement cost thereof;

B. The Building is damaged by an uninsured peril, which peril Landlord was required to insure against pursuant to the provision of Article 9 of this Lease, to such an extent that the estimated cost to restore the Building exceeds the lesser of (i) the insurance proceeds which would have been available had Landlord carried such required insurance, or (ii) seventy-five percent (75%) of the then actual replacement cost;

C. The Building is damaged by an uninsured peril, which peril Landlord was not required to insure against pursuant to the provisions of Article 9 of this Lease, to any extent; or,

D. The Building is damaged by any peril and, because of the Laws then in force, the Building (i) cannot be restored at reasonable cost as required by Paragraph 10.1 above, or (ii) if restored, cannot be used for the same use being made thereof before such damage, whether or not restored as required by this Article.

10.3 TENANT'S RIGHT TO TERMINATE: If the Leased Premises are damaged by any peril and Landlord does not elect to terminate this Lease or is not entitled to terminate this Lease pursuant to this Article, then as soon as reasonably practicable, Landlord shall furnish Tenant with the written opinion of Landlord's architect or construction consultant as to when the restoration work required of Landlord is expected to be completed. Tenant shall have the option to terminate this Lease in the event any of the following occurs, which option may be exercised in the case of A or B below only by delivery to Landlord of a written notice of election to terminate within seven (7) days after Tenant receives from Landlord the estimate of the time needed to complete such restoration:

A. The Leased Premises are damaged by any peril and, in the reasonable opinion of Landlord's architect or construction consultant, the restoration of the Leased Premises cannot be substantially completed within nine (9) months after the date of such damage; or

B. The Leased Premises are damaged by any peril within nine (9) months of the last day of the Lease Term and, in the reasonable opinion of Landlord's architect or construction consultant, the restoration of the Leased Premises cannot be substantially completed within ninety (90) days after the date such restoration is commenced. The Lease Term shall not include any option or renewal period unless Tenant has validly exercised, prior to the date of any such

damage, its option or renewal period; or

C. Landlord does not complete the restoration of the Leased Premises within nine (9) months from the date of the damage, provided that such nine (9) month period of time shall be extended for such number of days as Landlord may be delayed by reason of Force Majeure.

10.4 ABATEMENT OF RENT: In the event of damage due to peril to the Leased Premises which does not result in the termination of this Lease, the Base Monthly Rent (and any Additional Rent) shall be temporarily abated during the period of restoration in proportion to the degree to which Tenant's use of the Leased Premises is impaired by such damage. This shall be the sole reason for which Tenant shall be entitled to an abatement of rent, except as otherwise set forth in this Agreement. The parties shall each give written notice to the other party stating the amount that such party believes should be the amount of the temporary abatement. If the parties do not immediately agree to the amount of the temporary abatement, then Tenant shall continue to pay the Base Monthly Rent and any Additional Rent in the same amounts that were due immediately prior to such damage due to peril. Either party may then petition a court of competent jurisdiction to make a determination as to the proper temporary abatement. If the amount of abatement as determined by a court of competent jurisdiction is in excess of fifteen percent (15%) of Landlord's determination, then Landlord shall immediately refund the amount of the excess Rent paid plus interest at twelve percent (12%) per annum plus Tenant's reasonable attorney fees in prosecuting said action. No other attorney fees will be paid by one party to the other based on this determination of abatement.

ARTICLE 11 CONDEMNATION

11.1 LANDLORD'S RIGHT TO TERMINATE: Subject to Paragraph 11.3, Landlord shall have the option to terminate this Lease if, as a result of a taking by means of the exercise of the power of eminent domain (including inverse condemnation and/or a voluntary sale or transfer by Landlord to an entity having the power of eminent domain under threat of condemnation), (i) all or any part of the Leased Premises is so taken, (ii) more than thirty-three and one-third percent (33 1/3%) of the Building's leasable area is so taken, (iii) more than thirty-three and one-third percent (33 1/3%) of the Common Area is so taken, or (iv) because of the Laws then in force, the Leased Premises may not be used for the same use being made thereof before such taking, whether or not restored as required by Paragraph 11.4 below. Any such option to terminate by Landlord must be exercisable within a reasonable period of time, to be effective as of the date possession is taken by the condemner.

11.2 TENANT'S RIGHT TO TERMINATE: Subject to Paragraph 11.3, Tenant shall have the option to terminate this Lease if, as a result of any taking by means of the exercise of the power of eminent domain (including inverse condemnation and/or any voluntary sale or transfer by Landlord to an entity having the power of eminent domain under threat of condemnation), (i) all of the Leased Premises is so taken, (ii) thirty-three and one-third percent (33 1/3%) or more of the Leased Premises is so taken and the part of the Leased Premises that remains cannot, within a reasonable period of time, be made reasonably suitable for the continued operation of the Tenant's business, or (iii) there is a taking of a portion of the Common Area and, as a result of such taking, Landlord cannot provide parking spaces within the Project (or within a reasonable distance therefrom) equal in number to at least sixty-six and two-thirds percent (66 2/3%) of Tenant's Number of Parking Spaces (as set forth in Article 1), whether by rearrangement of the remaining parking areas in the Common Area (including, if Landlord elects, construction of multi-deck parking structures or re-striping for compact cars where permitted by Law), or by providing alternative parking facilities on other land within reasonable walking distance of the Leased Premises. Tenant must exercise such option within a reasonable period of time, to be effective on the later to occur of (i) the date that possession of that portion of the Common Area or the Leased Premises that is condemned is taken by the condemner or (ii) the date Tenant vacates the Leased Premises.

11.3 TEMPORARY TAKING: If any portion of the Leased Premises is temporarily taken for one (1) year or less, this Lease shall remain in effect. If any portion of the Leased Premises is temporarily taken for a period which either exceeds one (1) year or which extends beyond the natural expiration of the Lease Term, then Landlord and Tenant shall each independently have the option to terminate this Lease, effective on the date possession is taken by the condemner.

11.4 RESTORATION AND ABATEMENT OF RENT: If any part of the Leased Premises is taken by condemnation and this Lease is not terminated, then Landlord shall repair any damage occasioned thereby to the remainder of the Leased Premises to a condition reasonably suitable for Tenant's continued operations and otherwise, to the extent practicable, in the manner and to the extent provided in Paragraph 10.1. As of the date possession is taken by the condemning authority, (i) the Base Monthly Rent shall be reduced in the same proportion that the area of that part of the Leased Premises so taken (less any addition to the area of the Leased Premises by reason of any reconstruction) bears to the areas of the Leased Premises immediately prior to such taking, and (ii) Tenant's Proportionate Share shall be appropriately adjusted.

11.5 DIVISION OF CONDEMNATION AWARD: Any award made for any condemnation of the Project, the Building, the Common Areas or the Leased Premises, or any portion thereof, shall belong to and be paid to Landlord, and Tenant hereby assigns to Landlord all of its right, title and interest in any such award; provided, however, that Tenant shall be entitled to receive any condemnation award that is made directly to Tenant (i) for the taking of personal property, inventory or trade fixtures belonging to Tenant, (ii) for the interruption of Tenant's business or its moving costs, (iii) for loss of Tenant's goodwill, or (iv) for any temporary taking where this Lease is not terminated as a result of such taking. Landlord may, without obligation or liability to Tenant, stipulate with any condemning authority for a judgment or settlement of condemnation without the necessity of a formal suit or judgment of condemnation, and the date of taking under this Clause shall be deemed to be the date agreed to under the terms of said agreement for stipulation or settlement.

ARTICLE 12 DEFAULT AND REMEDIES

12.1 EVENTS OF TENANT'S DEFAULT: Tenant shall be in default of its obligations under this Lease if any of the following events occur:

A. Tenant shall have failed to pay Base Monthly Rent or any Additional Rent when due; or

B. Tenant shall have failed to perform any term, covenant or condition of this Lease, except those requiring the payment of Base Monthly Rent or Additional Rent within thirty (30) days after written notice from Landlord to Tenant specifying the nature of such failure and requesting Tenant to perform same. Notwithstanding the above, if Tenant has so conformed to the terms and the conditions of this Lease after said thirty (30) days notice, then Tenant shall not be entitled to an additional cure period for the same type of failure to perform and Tenant shall be deemed to be in default of its obligations under this Lease with no further notice from Landlord, based upon such same type of failure to perform. Notwithstanding the above, (a) if any failure to perform any term, covenant, or condition of this Lease potentially causes harm to persons or property, or (b) if Landlord has given Tenant notice of such default previously during the term of the Lease, then Landlord shall not be required to give any notice pursuant to this paragraph B; or

C. Tenant shall have sublet the Leased Premises or assigned or encumbered its interest in this Lease in violation of the provisions contained in Article 7, whether voluntarily or by operation of Law; or

D. Tenant shall have abandoned or vacated the Leased Premises; or

E. Tenant or any Guarantor of this Lease shall have permitted or suffered the sequestration or attachment of, or execution on, or the appointment of a custodian or receiver with respect to, all or any substantial part of the property or assets of Tenant (or such Guarantor) or any property or asset essential to the conduct of Tenant's (or such Guarantor's) business, and Tenant (or such Guarantor) shall have failed to obtain a return or release of the same within thirty (30) days thereafter, or prior to sale pursuant to such sequestration, attachment or levy, whichever is earlier; or

F. Tenant or any Guarantor of this Lease shall have made a general assignment of all or a substantial part of its assets for the benefit of its creditors; or

G. Tenant or any Guarantor of this Lease shall have allowed (or sought) to have entered against it a decree or order which: (i) grants or constitutes an order for relief, appointment of a trustee, or confirmation of a reorganization plan under the bankruptcy Laws of the United States; (ii) approves as properly filed a petition seeking liquidation or reorganization under said Bankruptcy Laws or any other debtor's relief Law or similar Statute of the United States or any state thereof; or (iii) otherwise directs the winding up or liquidation of Tenant; provided, however, if any decree or order was entered without Tenant's consent or over Tenant's objection, Landlord may not terminate this Lease pursuant to this Subparagraph if such decree or order is rescinded or reversed within thirty days after its original entry; or

H. Tenant or any Guarantor of this Lease shall have availed itself of the protection of any debtor's relief Law, moratorium Law or other similar Law, which does not require the prior entry of a decree or order.

12.2 LANDLORD'S REMEDIES: In the event of any default by Tenant, Landlord shall have the following remedies, in addition to all other rights and remedies provided by Law or otherwise provided in this Lease, to which Landlord may resort cumulatively, or in the alternative:

A. Landlord may, at Landlord's election, keep this Lease in effect and enforce, by an action at Law or in equity, all of its rights and remedies under this Lease including, without limitation, (i) the right to recover the rent and other sums as they become due by appropriate legal action, (ii) the right to make payments required of Tenant, or perform Tenant's obligations and be reimbursed by Tenant for the cost thereof with interest at an annual rate of five percent (5%) interest from the date the sum is paid by Landlord until Landlord is reimbursed by Tenant, and (iii) the remedies of injunctive relief and specific performance to prevent Tenant from violating the terms of this Lease and/or to compel Tenant to perform its obligations under this Lease, as the case may be.

B. Landlord may, at Landlord's election, terminate this Lease by giving Tenant written notice of termination, in which event this Lease shall terminate on the date set forth for termination in such notice. Any termination under this Subparagraph shall not relieve Tenant from its obligation to pay to Landlord all Base Monthly Rent or Additional Rent then or thereafter due, or any other sums due or thereafter accruing to Landlord, or from any claim against Tenant for damages previously accrued or then or thereafter accruing. In no event shall any one or more of the following actions by Landlord, in the absence of a written election by Landlord to terminate this Lease, constitute a termination of this Lease:

1) Appointment of a receiver or keeper in order to protect Landlord's interest hereunder;

2) Consent to any subletting of the Leased Premises or assignment of this Lease by Tenant, whether pursuant to the provisions hereof or otherwise; or

3) Any other action by Landlord or Landlord's agents intended to mitigate the adverse effects of any breach of this Lease by Tenant, including, without limitation, any action taken to maintain and preserve the Leased Premises or any action taken to relet the Leased Premises, or any portion thereof, for the account of Tenant and in the name of Tenant. However, if Landlord relets the Leased Premises and during the term of such new lease the new tenant defaults under such lease, Tenant shall remain liable under the terms of this Lease for any and all rents and monetary obligations that accrue under this Lease for the original term of this Lease.

C. In the event Tenant breaches this Lease and abandons the Leased Premises, Landlord may terminate this Lease, but this Lease shall not terminate unless Landlord gives Tenant written notice of termination. No act by or on behalf of Landlord intended to mitigate the adverse effect of such breach, including those described by Subparagraphs B(1), (2) and (3) immediately preceding, shall constitute a termination of Tenant's right to possession unless Landlord gives Tenant written notice of termination. If Landlord does not terminate this Lease by giving written notice of termination, Landlord may enforce all its rights and remedies under this Lease, including the right to recover rent as it becomes due under this Lease.

D. In the event Landlord terminates this Lease, Landlord shall be entitled, at Landlord's election, to any and all damages sustained by Landlord. Such damages shall include, without limitation:

1) The worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided, computed by discounting such amount at the discount rate of the Federal Reserve Bank of Denver at the time of award plus one (1%) percent; and

2) Any other amount necessary to compensate Landlord for all detriment proximately caused by Tenant's failure to perform Tenant's obligations under this Lease, or which in the ordinary course of things would be likely to result therefrom, including, without limitation, the following: (i) expenses for cleaning, repairing or restoring the Leased Premises; (ii) expenses for altering, remodeling or otherwise improving the Leased Premises for the purpose of reletting, including removal of existing leasehold improvements and/or installation of additional leasehold improvements (regardless of how the same is funded, including reduction of rent, a direct payment or allowance to a new tenant, or otherwise); (iii) broker's fees, advertising costs and other expenses of reletting the Leased Premises; (iv) costs of carrying the Leased Premises, such as taxes, insurance premiums, utility charges and security precautions; (v) expenses incurred in removing, disposing of and/or storing any of Tenant's personal property, inventory or trade fixtures remaining therein; and (vi) any other expenses, costs or damages otherwise incurred or suffered directly or indirectly as a result of Tenant's default.

E. Landlord may, with or without notice, have the right to enter upon and take possession of the Leased Premises and expel or remove Tenant and any other person who may be occupying the Leased Premises or any part thereof, by force if necessary, without being liable for prosecution or any claim for damages thereof. No reentry or taking possession of the Leased Premises by Landlord shall be construed as an election on its part to terminate this Lease, unless a written notice of termination is given to Tenant.

F. **Bankruptcy Assurances:** Landlord and Tenant understand that, notwithstanding certain provisions to the contrary contained herein, a trustee or debtor in possession under the Bankruptcy Code of the United States (or other Bankruptcy Laws) may have certain rights to assume or assign this Lease. Landlord and Tenant further understand that in any event Landlord is entitled under the Bankruptcy Code (or other Bankruptcy Laws) to adequate assurances of future performance of the terms and provisions of this Lease. For purposes of any such assumption or assignment, the parties here to agree that the term "adequate assurance" shall include at least the following: (i) In order to assure Landlord that the proposed assignee will have the resources with which to pay the Rent, any proposed assignee must have demonstrated to Landlord's satisfaction a net worth (as defined in accordance with generally accepted accounting principles consistently applied) at least as great as the net worth of Tenant on the Commencement Date, increased by ten percent (10%) for each year from the Commencement Date through the date of the proposed assignment. The financial condition and resources of Tenant were a material inducement to Landlord in entering into this Lease. (ii) Any proposed assignee must have been engaged in the business conducted by Tenant in the Premises, allowable pursuant to the Permitted Use, for at least five (5) years prior to any such proposed assignment. (iii) Any proposed assignee must agree to use the Premises only for the Permitted Use. In entering into this Lease, Landlord considered extensively the Permitted Use and determined that such Permitted Use would add substantially to Landlord's tenant balance and that were it not for Tenant's agreement to use the Premises only for the Permitted Use, Landlord would not have entered into this Lease. Landlord's overall operation will be substantially impaired if the trustee in bankruptcy or any assignee of this Lease makes any use of the Premises other than the Permitted Use.

G. Notwithstanding the foregoing, the Landlord shall provide the Tenant notice and a reasonable opportunity to cure any default identified under this

Agreement prior to pursuing the remedies set forth herein.

12.3 LANDLORD'S DEFAULT AND TENANT'S REMEDIES: In the event Landlord fails to perform any of its obligations under this Lease, Landlord shall nevertheless not be in default under the terms of this Lease until such time as Tenant shall have first given Landlord written notice specifying the nature of such failure to perform its obligations, and then only after Landlord and the first mortgagee (if applicable) shall have had a reasonable period of time following its receipt of such notice within which to perform such obligations. In the event of Landlord's default as above set forth, then, and only then, Tenant shall have the following remedy only: Tenant may then proceed in equity or at Law to compel Landlord to perform its obligations and/or to recover damages proximately caused by such failure to perform (except as and to the extent Tenant has waived its right to damages as provided in this Lease).

12.4 LIMITATION ON TENANT'S RECOURSE AND DAMAGES: If Landlord is a corporation, trust, partnership, joint venture, limited liability company, unincorporated association, or other form of business entity, Tenant agrees that (i) the obligations of Landlord under this Lease shall not constitute personal obligations of the officers, directors, trustees, partners, joint venturers, members, owners, stockholders, or other principals of such business entity and (ii) Tenant shall have recourse only to the assets of such business entity for the satisfaction of such obligations and not against the assets of such officers, directors, trustees, partners, joint venturers, members, owners, stockholders or principals (other than to the extent of their interest in the assets owned by such business entity). Additionally, if Landlord is a partnership, then Tenant covenants and agrees:

A. No partner of Landlord shall be sued or named as a party in any suit or action brought by Tenant with respect to any alleged breach of this Lease (except to the extent necessary to secure jurisdiction over the partnership and then only for that sole purpose);

B. No service of process shall be made against any partner of Landlord except for the sole purpose of securing jurisdiction over the partnership; and

C. No writ of execution shall be levied against the assets of any partner of Landlord other than to the extent of his interest in the assets of the partnership. Tenant further agrees that each of the foregoing covenants and agreements shall be enforceable by Landlord and by any partner of Landlord and shall be applicable to any actual or alleged misrepresentation or nondisclosure made respecting this Lease or the Leased Premises or any actual or alleged failure, default or breach of any covenant or agreement either expressly or implicitly contained in this Lease or imposed by Statute or at Common Law. Notwithstanding the above, the liability of Landlord to Tenant for fulfillment of any obligation of Landlord or for any default by Landlord under the terms of this Lease shall be limited to the interest of Landlord in the Building and the Project. Tenant shall look solely to such interest for satisfaction thereof. The Landlord shall not be personally liable for any deficiency. In no event (even if Landlord is liable to Tenant) shall Landlord be liable to Tenant or any third party for any consequential damages, including but not limited to any loss of Tenant's business or profits.

12.5 TENANT'S WAIVER OF RIGHT OF OFFSET: Tenant hereby waives any right of offset which it has or may acquire by reason of Tenant's claim that Landlord has breached any provision of this Lease.

ARTICLE 13 GENERAL PROVISIONS

13.1 TAXES ON TENANT'S PROPERTY: The parties acknowledge that the Tenant is a tax-exempt governmental entity and therefore no taxes shall be imposed against the Tenant with respect to the Tenant's use of the Leased Premises. The Tenant will provide the Landlord its tax-exempt certificate upon request. The Tenant agrees to provide reasonable assistance to the Landlord to secure such waivers or other authorizations from the applicable taxing entities as necessary to secure the tax-exempt status of the Leased Premises for the term of the lease.

13.2 HOLDING OVER: This Lease shall terminate without further notice at the expiration of the Lease Term. Any holding over by Tenant after expiration of the Lease Term shall neither constitute a renewal nor extension of this Lease nor give Tenant any rights in or to the Leased Premises except as expressly provided in this Paragraph. Any such holding over shall be deemed an unlawful detainer of the Leased Premises unless Landlord has consented to same. Any such holding over to which Landlord has consented shall be construed to be a tenancy from month to month, on the same terms and conditions herein specified insofar as applicable, except that the Base Monthly Rent shall be increased to an amount equal to two hundred percent (200%) of the Base Monthly Rent payable during the last full month immediately preceding such holding over, except as otherwise provided in Section 15.2.

13.3 SUBORDINATION TO MORTGAGES: This Lease and all rights of Tenant hereunder are subject and subordinate to any existing or future first deed of trust, first mortgage, or other first instrument of security and at Landlord's option, this Lease and all rights of Tenant hereunder subject and subordinate to any existing or future junior deed of trust, junior mortgage or other junior instrument of security, as well as to any ground lease or primary lease that now or hereafter covers all or any part of the Building or project, and to all renewals, modifications, consolidations, replacements and extensions thereof. This provision is self-operative and no further instrument shall be required to effect such subordination of this Lease. Tenant shall, however, upon demand at any time or times execute, acknowledge and deliver to Landlord or to the holder of any mortgage or lessor in any underlying Lease any and all instruments and certificates that in the judgment of owner, holder or lessor may be necessary or desirable to confirm or evidence such subordination. Tenant further covenants and agrees upon demand by holder or lessor at any time, before or after the institution of any proceedings for foreclosure or sale pursuant to any mortgage, or termination of any underlying lease, to attorn to the purchaser upon such foreclosure or sale or to lessor upon such termination, and to recognize such purchaser or lessor as owner under this Lease. The agreement of Tenant to attornment contained in the immediately preceding sentence shall survive any such foreclosure, sale or termination. Tenant, upon demand at any time or times, before or after any such foreclosure, sale or termination, shall execute, acknowledge and deliver to holder or lessor any and all instruments that in the judgment of holder or lessor may be necessary or desirable to confirm or evidence such attornment and Tenant hereby irrevocably authorizes holder or lessor to execute, acknowledge and deliver any such instruments on Tenant's behalf.

13.4 TENANT'S ATTORNMENT UPON FORECLOSURE: Tenant shall, upon request, attorn (i) to any purchaser of the Building at any foreclosure sale or private sale conducted pursuant to any security instrument encumbering the Building, or (ii) to any grantee or transferee designated in any deed given in lieu of foreclosure of any security interest encumbering the Building, or (iii) to the lessor under any underlying ground lease of the land underlying the Building, should such ground lease be terminated; provided that such purchaser, grantee or lessor recognizes Tenant's rights under this Lease.

13.5 MORTGAGEE PROTECTION: In the event of any default on the part of Landlord, Tenant will give notice by registered mail to any Lender or lessor under any underlying ground lease who shall have requested in writing to Tenant that it be provided with such notice, and Tenant shall offer such Lender or lessor a reasonable opportunity to cure the default, including time to obtain possession of the Leased Premises by power of sale or judicial foreclosure or other appropriate legal proceedings if reasonably necessary to effect a cure.

13.6 ESTOPPEL CERTIFICATES: Tenant will, following any request by Landlord, promptly execute and deliver to Landlord an estoppel certificate and

the form of the Estoppel Certificate that Tenant shall execute, acknowledge and deliver to Landlord (i) certifying that this Lease is unmodified and in full force and effect, or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect, (ii) stating the date to which the rent and other charges are paid in advance, if any, (iii) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder, or specifying such defaults if any are claimed, and (iv) certifying such other information about this Lease as may be reasonably requested by Landlord. Landlord and Tenant intend that any statement delivered pursuant to this Paragraph may be relied upon by any Lender or purchaser or prospective Lender or purchaser of the Building, the Project, or any interest therein. If Tenant fails to execute and deliver such estoppel certificate within thirty (30) days after Landlord's request, all facts stated in such estoppel certificate given to Tenant to execute shall be deemed to be true and Tenant hereby grants Landlord an irrevocable power of attorney coupled with an interest to execute such estoppel certificate on behalf of Tenant. Landlord's determination of any facts, in the absence of such execution of estoppel certificate, shall be deemed binding on Tenant. Tenant shall have no cause of action for damages or otherwise for Landlord's execution of said estoppel certificate.

13.7 TENANT'S FINANCIAL INFORMATION: Tenant shall, within ten (10) business days after Landlord's request therefore, deliver to Landlord a copy of a current financial statement and any such other information reasonably requested by Landlord regarding Tenant's financial condition. Landlord shall be entitled to disclose such financial statements or other information to its Lender, to any present or prospective principal of or investor in Landlord, or to any prospective lender or purchaser of the Building, the Project or any portion thereof or interest therein. Any such financial statement or other information which is marked "confidential" or "company secrets" (or is otherwise similarly marked by Tenant) shall be confidential and shall not be disclosed by Landlord to any third party except as specifically provided in this Paragraph, unless the same becomes a part of the public domain without the fault of Landlord.

13.8 TRANSFER BY LANDLORD: Landlord and its successors in interest shall have the right to transfer their interest in the Building, the Project, or any portion thereof at any time and to any person or entity. In the event of any such transfer, the Landlord originally named herein (and in the case of any subsequent transfer, the transferor), from the date of such transfer, (i) shall be automatically relieved, without any further act by any person or entity, of all liability for the performance of the obligations of the Landlord hereunder which may accrue after the date of such transfer, and (ii) shall be relieved of all liability for the performance of the obligations of the Landlord hereunder which have accrued before the date of transfer if its transferee agrees to assume and perform all such prior obligations of the Landlord hereunder. Tenant shall attorn to any such transferee. After the date of any such transfer, the term "Landlord" as used herein shall mean the transferee of such interest in the Building, Project, or any portion thereof.

13.9 FORCE MAJEURE: The obligations of each of the parties under this Lease shall be temporarily excused if such party is prevented or delayed in performing such obligation by reason of any strikes, lockouts or labor disputes; inability to obtain labor, materials, fuels or reasonable substitutes therefore; governmental restrictions, regulations, controls, action or inaction; civil commotion; inclement weather, fire or other acts of God; or other causes (except financial inability) beyond the reasonable control of the party obligated to perform (including acts or omissions of the other party) for a period equal to the period of any such prevention, delay or stoppage.

13.10 NOTICES: Any notice required or desired to be given by a party regarding this Lease shall be in writing and shall be personally served, or in lieu of personal service may be given by depositing such notice in the United States mail, registered or certified, postage prepaid, addressed to the other party as follows:

A. If addressed to Landlord, to Landlord at its Address for Notices (as set forth in Article 1).

B. If addressed to Tenant, to Tenant at its Address for Notices (as set forth in Article 1).

Any notice given by registered mail shall be deemed to have been given on the third business day after its deposit in the United States Mail. Any notice given by certified mail shall be deemed given on the date receipt was acknowledged to the postal authorities. Any notice given by mail other than registered or certified mail shall be deemed given only if received by the other party, and then on the date of receipt. Each party may, by written notice to the other in the manner aforesaid, change the address to which notices addressed to it shall thereafter be mailed.

13.11 DEFINITIONS: Any term that is given a special meaning by any provision in this Lease shall, unless otherwise specifically stated, have such meaning whenever used in this Lease or in any Addenda or Amendment hereto. In addition to the terms defined in Article 1, the following terms shall have the following meanings:

A. **REAL PROPERTY TAXES:** The terms "Real Property Tax" or "Real Property Taxes" shall each mean (i) all taxes, assessments, levies and other charges of any kind or nature whatsoever, general and special, foreseen and unforeseen (including all installments of principal and interest required to pay any general or special assessments for public improvements and any increases resulting from reassessments caused by any change in ownership or new construction), now or hereafter imposed by any governmental or quasi-governmental authority or special district having the direct or indirect power to tax or levy assessments, which are levied or assessed for whatever reason against the Project or any portion thereof, or Landlord's interest therein, or the fixtures, equipment and other property of Landlord that is an integral part of the Project and located thereon, or Landlord's business of owning, leasing or managing the Project or the gross receipts, income or rentals from the Project; (ii) all charges, levies or fees imposed by any governmental authority against Landlord by reason of or based upon the use of or number of parking spaces within the Project, the amount of public services or public utilities used or consumed (e.g. water, gas, electricity, sewage or surface water disposal) at the Project, the number of persons employed by tenants of the Project, the size (whether measured in area volume, number of tenants or whatever) or the value of the Project, or the type of use or uses conducted within the Project; and (iii) all costs and fees (including attorney's fees) incurred by Landlord in contesting any Real Property Tax and in negotiating with public authorities as to any Real Property Tax. If, at any time during the Lease Term, the taxation or assessment of the Project prevailing as of the Effective Date of this Lease shall be altered so that in lieu of or in addition to any Real Property Tax described above there shall be levied, assessed or imposed (whether by reason of a change in the method of taxation or assessment, creation of a new tax or charge, or any other cause) an alternate, substitute, or additional tax or charge (i) on the value, size, use or occupancy of the Project or Landlord's interest therein, or (ii) on or measured by the gross receipts, income or rentals from the Project, or on Landlord's business of owning, leasing or managing the Project, or (iii) computed in any manner with respect to the operation of the Project, then any such tax or charge, however designated, shall be included within the meaning of the terms "Real Property Tax" or "Real Property Taxes" for purposes of this Lease. If any Real Property Tax is partly based upon property or rents unrelated to the Project, then only that part of such Real Property Tax that is fairly allocable to the Project shall be included within the meaning of the terms "Real Property Tax" or "Real Property Taxes". Notwithstanding the foregoing, the terms "Real Property Tax" or "Real Property Taxes" shall not include estate, inheritance, transfer, gift or franchise taxes of Landlord or the federal or state income tax imposed on Landlord's income from all sources.

B. **LANDLORD'S INSURANCE COSTS:** The term "Landlord's Insurance Costs" shall mean the costs to Landlord to carry and maintain the policies of fire and property damage insurance for the Project and general liability insurance required, or permitted, to be carried by Landlord pursuant to Article 9, together with any deductible amounts paid by Landlord upon the occurrence of any insured casualty or loss.

C. **PROJECT MAINTENANCE COSTS:** The term "Project Maintenance Costs" shall mean all costs and expenses (except Landlord's Insurance Costs and Real Property Taxes) paid or incurred by Landlord, in any manner whatsoever, in protecting, operating, maintaining, repairing and preserving the Project,

Building and all parts thereof, including without limitation, (i) the amortizing portion of any costs incurred by Landlord in the making of any modifications, alterations or improvements required by any governmental authority, except those that are required to be paid and are paid by a Tenant pursuant to Article 6, which are so amortized during the Lease Term, and the depreciation or amortization of any capital improvements made or installed for the purpose of saving labor or otherwise reducing applicable operating costs, and (ii) such other costs as may be paid or incurred with respect to operating, managing, constructing, maintaining, repairing, replacing, and preserving the Project, such as repairing, resurfacing, or replacing the exterior surfaces of the Buildings (including roofs), repairing, resurfacing, or replacing paved areas, repairing structural parts of the Buildings, and repairing or replacing, when necessary, electrical, plumbing, heating, ventilating and air conditioning and other systems serving the Buildings. The total amounts paid or payable, whether by Landlord or otherwise on behalf of Landlord, in connection with the ownership, management, maintenance, repair and operating of the Building, including by way of illustration and not a limitation, and without limiting the generality of the foregoing, the aggregate of the amounts paid or payable for: (a) all electricity furnished to the Building except those amounts paid directly by Tenant or tenants; (b) the amount paid or payable for all water furnished to the Building other than those amounts paid directly by Tenant or tenants; (c) labor and or wages and other payments made by Landlord in the operation, maintenance and repair of the Building, including, without limitation, the cost to Landlord of workman's compensation and disability insurance, payroll taxes, and contributions to any social security, unemployment insurance, welfare, pension or similar fund and payments for other fringe benefits made to or on behalf of all employees of Landlord performing services rendered in connection with the operation and maintenance of the Building, including, without limitation, porters, janitors, handymen, watchmen, persons engaged in patrolling and protection of the Building, carpenters, engineers, mechanics, electricians, plumbers, building manager, clerical and administrative personnel, contractors, subcontractors (it is understood that Landlord is under no obligation to have employed any or all of such above-referred to employees); (d) the total charges of any independent contractors employed in the repair, care, operation, maintenance and cleaning of the Building and total charge of property management fees; (e) the cost of replacements for tools and equipment used in the operation and maintenance of the Building, including without limitation electric light bulbs, tubes and ballasts used in connection with the Project and parking lots; (f) the cost of telephone service, postage, office supplies, maintenance and repair of office equipment and similar costs related to operation of the Building and manager's office (whether in the Building or not); (g) the cost of licenses, permits and similar fees and charges related to the operation, repair and maintenance of the Building, (h) the cost of maintenance of parking areas and driveways, including, but not limited to cleaning, snow removal, repaving, relining and repainting; (i) cleaning cost for the Building, including the windows, sidewalks, all snow removal (including separate contracts therefore) and the cost of all labor, supplies, equipment and materials incidental thereto; (j) the cost of decorating, (including but not limited to artwork) repainting, or otherwise maintaining, repairing or replacing the interior common area, and exterior of the Building; (k) the cost of auditing fees necessarily incurred in connection with the maintenance and operation of the Building and accounting fees incurred in connection with the preparation and certification of the Building operating expenses; (l) fees for legal, inspection, accounting and consulting services; (m) all costs incurred by Landlord to retrofit any portion or all of the Building to comply with change in existing legislation or introduction of new legislation, whether federal, state or municipal, state, county or municipal (including any agency or arm of said governmental unit); (n) the cost of repairs, replacements and improvements which are appropriate for the continued operation of the Building; (o) all expenses associated with the installation of any energy, cost or labor saving devices; (p) costs of all landscaping, including but not limited to maintenance of irrigation systems; (q) costs of any security guards or security; (r) any and all other expenditures of Landlord in connection with the operation, repair or maintenance of a Building which are properly expensed in accordance with generally accepted accounting principles consistently applied with respect to the operation and repair and maintenance of comparable buildings in the Metro Denver Area. The above enumeration of any Project Maintenance Cost shall not create any obligation (expressed or implied) on the part of Landlord to furnish such service. Landlord may amortize any of the above costs in a reasonable manner. Landlord has the exclusive right to delay commencement of the amortized costs of any individual item to a later year. Landlord's determination of the amortization and determination of such delay shall be final and binding upon Tenant unless made in bad faith.

D. READY FOR OCCUPANCY: The term "Ready For Occupancy" shall mean the date upon which (i) the Leased Premises are available for Tenant's occupancy in a broom clean condition and (ii) the improvements, if any, to be made to the Leased Premises by Landlord prior to Tenant's occupancy have been substantially completed and the appropriate governmental building department (i.e. the City building department, if the Project is located within a City, or otherwise the County building department) shall have approved the construction of the improvements as complete or is willing to so approve the construction of the improvements as complete subject only to compliance with specified conditions which are the responsibility of Tenant to satisfy.

E. TENANT'S PROPORTIONATE SHARE: The term "Tenant's Proportionate Share" or "Tenant's Share," as used with respect to an item pertaining to the Building, shall each mean that percentage obtained by dividing the rentable square footage contained within the Leased Premises (as set forth in Article 1) by the total rentable square footage contained within the Building as the same from time to time exists or, as used with respect to an item pertaining to the Project, shall each mean that percentage obtained by dividing the rentable square footage contained within the Premises (as set forth in Article 1) by the total rentable square footage contained within the Project as the same from time to time exists, unless, as to any given item, such a percentage allocation unfairly burdens or benefits a given tenant(s), in which case Landlord shall have the exclusive right to equitably allocate such item so as to not unfairly burden or benefit any given tenant(s). Landlord's determination of any such special allocation shall be final and binding upon Tenant unless made in bad faith.

F. BUILDING'S PROPORTIONATE SHARE: The term "Building's Proportionate Share" or "Building's Share" shall each mean that percentage which is obtained by dividing the gross square footage contained within the Building by the gross square footage contained within all Buildings located within the Project, unless, as to any given item, such a percentage allocation unfairly burdens or benefits a given Building(s), in which case Landlord shall have the exclusive right to equitably allocate such item so as to not unfairly burden or benefit any given Building(s). Landlord's determination of any such special allocation shall be final and binding upon Tenant unless made in bad faith.

G. BUILDING OPERATING EXPENSES: The term "Building Operating Expenses" shall mean and include the Building's Share of all Real Property Taxes, plus the Building's Share of all Landlord's Insurance Costs, plus the Building's Share of all Project Maintenance Costs.

H. LAW: The term "Law" shall mean any judicial decision and any statute including but not limited to the American Disabilities Act, constitution, ordinance, resolution, regulation, rule, administrative order, or other requirement of any municipal, county, state, federal, or other governmental agency or authority having jurisdiction over the parties to this Lease, the Leased Premises, the Building or the Project, or any of them in effect either at the Effective Date of this Lease or at any time during the Lease Term, including, without limitation, any regulation, order, or policy of any quasi-official entity or body (e.g. a board of fire examiners or a public utility or special district).

I. LENDER: The term "Lender" shall mean any beneficiary, mortgagee, secured party, or other holder of any deed of trust, mortgage or other written security device or agreement affecting the Project, and the note or other obligations secured by it.

J. PRIVATE RESTRICTIONS: The term "Private Restrictions" shall mean all recorded covenants, conditions and restrictions, private agreements, easements, and any other recorded instruments affecting the use of the Project, as they may exist from time to time.

K. RENT: The term "Rent" shall mean collectively Base Monthly Rent and all Additional Rent.

13.14 SUBSTITUTION OF PREMISES: Landlord shall have the right upon thirty (30) days written notice to Tenant to substitute other premises within the Building for the Leased Premises subject to the same terms and conditions as though originally leased to Tenant at the time of execution and delivery of this Lease; provided, however, that the substituted premises shall contain at least as much square footage as the original Leased Premises without any increase in the then rental rate. Landlord agrees to pay all reasonable moving expenses of Tenant, including the reasonable removal and replacement of Tenant improvements incidental to such substitution of premises.

13.15 ACCORD AND SATISFACTION: No payment by Tenant or receipt by Landlord of a lesser amount than the Rent herein stipulated shall be deemed to be other than on account of the Rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or pursue any other remedy provided in this Lease.

13.16 GENERAL WAIVERS: One party's consent to or approval of any act by the other party requiring the first party's consent or approval shall not be deemed to waive or render unnecessary the first party's consent to or approval of any subsequent similar act by the other party. No waiver of any provision hereof or any breach of any provision hereof shall be effective unless in writing and signed by the waiving party. The receipt by Landlord of any rent or payment with or without knowledge of the breach of any other provision hereof shall not be deemed a waiver of any such breach. No waiver of any provision of this Lease shall be deemed a continuing waiver unless such waiver specifically states so in writing and is signed by both Landlord and Tenant. No delay or omission in the exercise of any right or remedy accruing to either party upon any breach by the other party under this Lease shall impair such right or remedy or be construed as a waiver of any such breach theretofore or thereafter occurring. The waiver by either party of any breach of any provision of this Lease shall not be deemed to be a waiver of any subsequent breach of the same or any other provisions herein contained.

13.17 CONFIDENTIALITY ACKNOWLEDGMENT: To the extent permitted by law, Tenant agrees to not disclose, directly or indirectly, the Base Monthly Rent, Additional Rent, term of lease, parking spaces or security deposit specified in this Lease to any non-essential parties. For purposes of illustration only, "non-essential parties" include other tenants in the Building or Project, management companies, media, friends, family, acquaintances and business associates. Notwithstanding the foregoing, Tenant may disclose such lease terms to its attorney, accountant and commercial real estate broker, but only if Tenant requires such parties not to disclose such terms to any other third party. The parties acknowledge that the Tenant is a governmental entity subject to the Colorado Open Records Act, C.R.S. 24-72-201 et seq., and that this Agreement and the details therein may be subject to public inspection unless a statutory exception to disclosure exists.

13.18 REVIEW OF RECORDS: Tenant shall have a period of ninety (90) days after Landlord has furnished Tenant a statement setting forth the Building Operating Expenses paid or incurred during the previous calendar year or during the Building Expense Base Year, as applicable, to examine and audit Landlord's records, and an additional thirty (30) days to dispute Landlord's determination of Building Operating Expenses by giving written notice of specific disputes within such thirty (30) day period. Tenant shall have no other right to audit Landlord's books and records. If Tenant does not so dispute the Building Operating Expenses for such year within such thirty (30) day period, the Tenant waives and releases Landlord from any claim regarding Building Operating Expenses for said year. The results of the audit shall be kept confidential by the parties and Tenant may not share the results of the audit with any person or entity.

13.19 MISCELLANEOUS: Should any provision of this Lease prove to be invalid or illegal, such invalidity or illegality shall in no way affect, impair or invalidate any other provisions hereof, and such remaining provisions shall remain in full force and effect. Time is of the essence with respect to the performance of every provision of this Lease in which time of performance is a factor. Any copy of this Lease which is executed by the parties shall be deemed an original for all purposes. This Lease shall, subject to the provisions regarding assignment, apply to and bind the respective heirs, successors, executors, administrators and assigns of Landlord and Tenant. The term "party" shall mean Landlord or Tenant as the context implies. If Tenant consists of more than one person or entity, then all members of Tenant shall be jointly and severally liable hereunder. This Lease shall be construed and enforced in accordance with the Laws of the State in which the Leased Premises are located. The language in all parts of this Lease shall in all cases be construed as a whole according to its fair meaning, and not strictly for or against either Landlord or Tenant. The captions used in this Lease are for convenience only and shall not be considered in the construction or interpretation of any provision hereof. When the context of this Lease requires, the neuter gender includes the masculine, the feminine, a partnership or corporation or joint venture, and the singular includes the plural. The terms "must," "shall," "will," and "agree" are mandatory. The term "may" is permissive. When a party is required to do something by this Lease, it shall do so at its sole cost and expense without right of reimbursement from the other party unless specific provision is made therefore. Where Tenant is obligated not to perform any act or is not permitted to perform any act, Tenant is also obligated to restrain any others reasonably within its control, including agents, invitees, contractors, subcontractors and employees, from performing said act. Landlord shall not become or be deemed a partner or a joint venturer with Tenant by reason of any of the provisions of this Lease. In the event Tenant is in default of the payment of any Rent pursuant to this Lease, then at any time thereafter (regardless of whether such default is cured), Tenant shall provide to Landlord, upon Landlord's written request, a certified statement of financial condition.

ARTICLE 14 CORPORATE AUTHORITY BROKERS AND ENTIRE AGREEMENT

14.1 CORPORATE AUTHORITY: If Tenant is a corporation, each individual executing this Lease on behalf of said corporation represents and warrants that Tenant is validly formed and duly authorized and existing, that Tenant is qualified to do business in the State in which the Leased Premises are located, that Tenant has the full right and legal authority to enter into this Lease, that he is duly authorized to execute and deliver this Lease on behalf of Tenant in accordance with the bylaws and/or a board of directors' resolution of Tenant, and that this Lease is binding upon Tenant in accordance with its terms. Tenant shall, within thirty (30) days after execution of this Lease, deliver to Landlord a certified copy of the resolution of its board of directors authorizing or ratifying the execution of this Lease, and if Tenant fails to do so, Landlord at its sole election may, but shall be under no obligation to, elect to (i) extend the Intended Commencement Date by such number of days that Tenant shall have delayed in so delivering such corporate resolution to Landlord or (ii) terminate this Lease.

14.2 BROKERAGE COMMISSIONS: Tenant warrants that it has not had any dealings with any real estate broker(s), leasing agent(s), finder(s) or salesmen, other than those persons or entities named in Article 1 as the "Brokers" with respect to the lease by it of the Leased Premises pursuant to this Lease.

14.3 ENTIRE AGREEMENT: This Lease, the Exhibits (as described in Article 1) and the Addenda (as described in Article 1), which Exhibits and Addenda are by this reference incorporated herein, constitute the entire agreement between the parties, and there are no other agreements, understandings or representations between the parties relating to the Lease by Landlord of the Leased Premises to Tenant, except as expressed herein. No subsequent changes, modifications or additions to this Lease shall be binding upon the parties unless in writing and signed by both Landlord and Tenant.

14.4 LANDLORD'S REPRESENTATIONS: Tenant acknowledges that neither Landlord nor any of its agents made any representations or warranties respecting the Project, the Building or the Leased Premises, upon which Tenant relied in entering into this Lease, which are not expressly set forth in this

Lease. Tenant further acknowledges that neither Landlord nor any of its agents made any representations as to (i) whether the Leased Premises may be used for Tenant's intended use under existing Law, or (ii) the suitability of the Leased Premises for the conduct of Tenant's business, or (iii) the exact square footage of the Leased Premises, and that Tenant relied solely upon its own investigations respecting said matters. Tenant expressly waives any and all claims for damage by reason of any statement, representation, warranty, promise or other agreement of Landlord or Landlord's agent(s), if any, not contained in this Lease or in any Addenda hereto.

14.5 LEASE FORMAT NOTE: Any changes to the Lease as noted by computer generated strike-outs (deletions), or shaded areas (additions), are valid and enforceable and do not require any initializing by either party.

ARTICLE 15 ADDITIONAL PROVISIONS

15.1 Tenant to lease the space "as is" including individual office fixtures and furniture, per exhibit A

15.2 Landlord grants to tenant the option to extend the lease on a month to month basis at the same monthly rental rate for 6 consecutive months following the expiration of the original lease term.

15.3 Landlord grants access to the balcony shared with Suite 240 to tenant.

15.4 Pursuant to C.R.S. §29-1-110, as amended, the financial obligations of the Tenant as set forth herein after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise available. This Agreement is automatically terminated on January 1st of the first fiscal year for which funds are not appropriated. The Tenant's fiscal year is currently the calendar year. The Tenant shall give the Landlord written notice of such non-appropriation.

15.5 The parties approve the use of electronic signatures for the execution of this Agreement. All documents must be properly notarized, if applicable. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §24-71.3-101 to -121.

[Remainder of the page intentionally left blank]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the respective dates below set forth with the intent to be legally bound thereby as of the Effective Date of this Lease first above set forth.

Dated: _____

AS LANDLORD:

BLAIR FAMILY PROPERTIES III, LLC
A Colorado Limited Liability Company

By: _____
Ron Blair, Managing Member

APPROVED AS TO FORM:

By: _____
Jamie Wynn, Town Attorney

Dated: _____

AS TENANT:

Town of Parker

By: _____
Jeff Toborg, Mayor

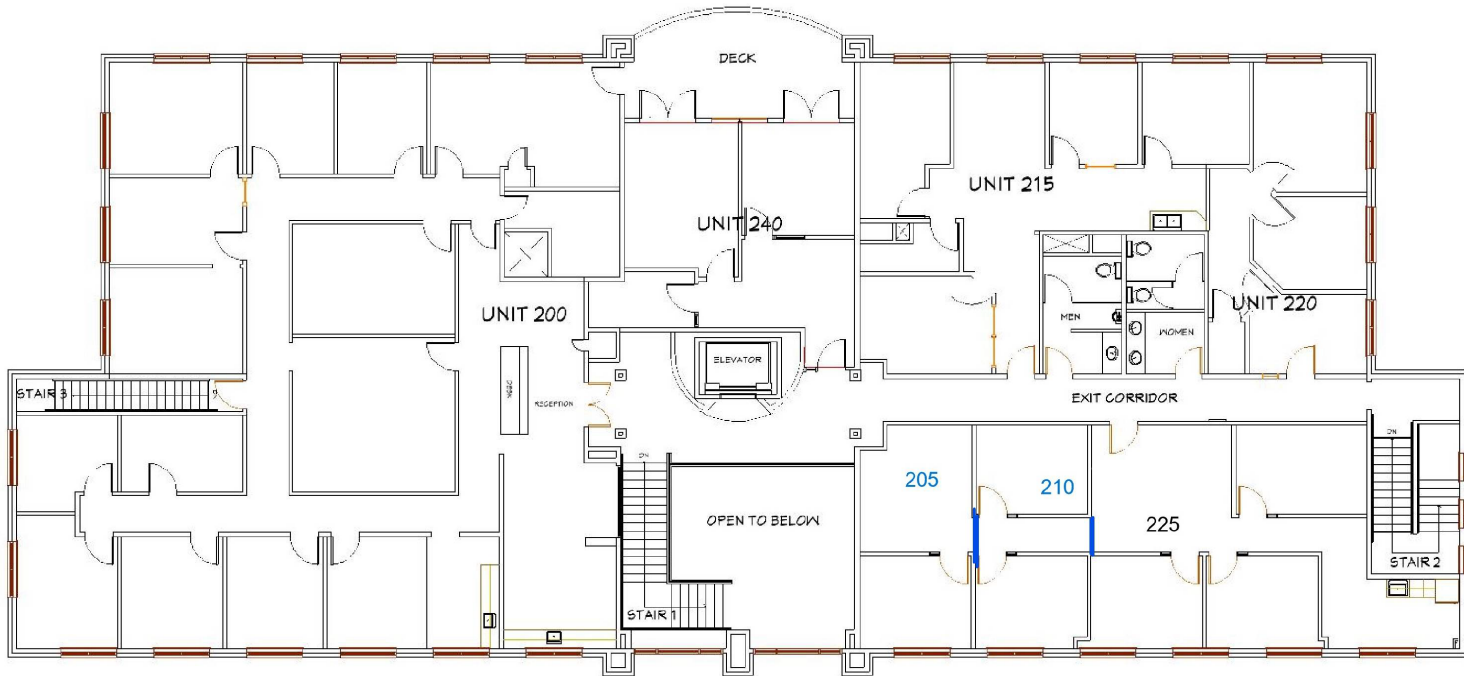
ATTEST:

By: _____
Chris Vanderpool, Town Clerk

If Tenant is a **CORPORATION**, the authorized officers must sign on behalf of the corporation and indicate the capacity in which they are signing. This Lease must be executed by the chairman of the board, president or vice-president, and the secretary, assistant secretary, the chief financial officer or assistant treasurer, unless the bylaws or a resolution of the board of directors shall otherwise provide, in which event a certified copy of the bylaws or a certified copy of the resolution, as the case may be, must be attached to this Lease.

EXHIBIT "A"

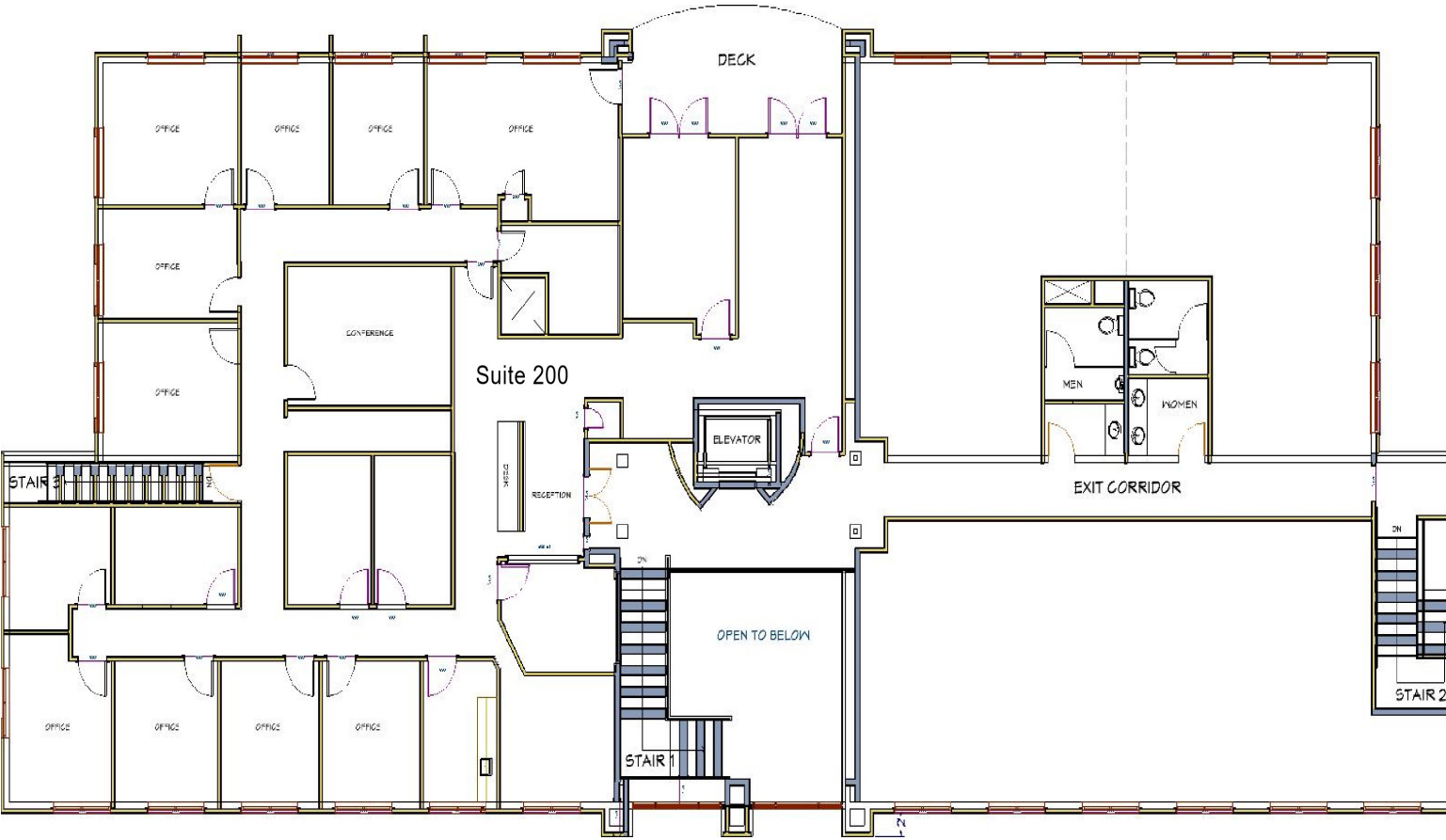
SITE PLAN



**SUNMARKE PROFESSIONAL BUILDING
SECOND FLOOR**

EXHIBIT “B”
FLOOR PLAN

Tenant to lease space as is.



SUITE 200
4,623 SF

EXHIBIT "C"

RULES AND REGULATIONS

1. At all times during the Lease Term, the Landlord shall have the right by itself, its agents and employees, to enter into and upon the Demised Premises during Ordinary Business Hours upon a 24 hour notice to Tenant, for the purpose of examining and inspecting the same and determining whether the Tenant shall have complied with his obligations under the Lease and the Rules and Regulations contained herein, in respect to the care and maintenance of the Demised Premises and the repair or rebuilding of the improvements thereon, when necessary, (except that in an emergency, Landlord may make such entry without such prior notice).
 2. Tenant shall not use the name of the Building for any purpose other than Tenant's business address and shall never use a picture or likeness of the Building or Demised Premises in any advertisement, notice or correspondence without the advance written consent of Landlord thereto.
 3. Tenant shall not disturb, solicit or canvass any occupant of the Building and shall not do any act tending to injure the reputation of the Building or the Demised Premises.
 4. Tenant shall not place or permit any radio antenna, loud speakers, sound amplifiers, or similar devices on the roof or outside of the Building.
 5. The sidewalks, entrances, passages, vestibules, stairways, corridors and halls must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the Demised Premises.
 6. Supplies, goods, materials, packages, furniture and all such items of every kind are to be delivered in such manner as the Landlord designates from time to time. All such items moved in or out of the Building shall be done at such time during normal business hours or as otherwise designated by Landlord.
 7. The Landlord may retain a pass key to the Demised Premises. No Tenant shall alter any lock or install a new lock or a knocker on any door of the Demised Premises without the written consent of the Landlord or the Landlord's agent, provided, in case such consent is given, the Tenant shall provide the Landlord with an additional key and shall be responsible to see that all locks are also operable by the Building master key for the use of the Landlord pursuant to the Landlord's right of access to the Demised Premises.
 8. Tenant shall see that the windows and doors of the Demised Premises are closed and securely locked before leaving the Building. Tenant must observe strict care and caution that all water faucets or other apparatus are entirely shut off before Tenant or Tenant's employees leave the Building and that all electricity, gas or air shall likewise be carefully shut off, so as to prevent waste or damage, and for any default or carelessness of Tenant with respect thereto, Tenant shall make good all injuries sustained by other Tenants or occupants of the Building and/or Landlord.
 9. Tenant shall not install any concession or vending machines in the Demised Premises, and shall not sell from the Demised Premises the following items: cigars, cigarettes, tobaccos, pipes, candies, newspapers, magazines or greeting cards. Tenant may however install a coffee maker, microwave oven, and refrigerator for its use only.
 10. Landlord reserves the right to designate all sources furnishing sign painting and lettering and to establish a limitation on sign styles and forming.
 11. Removal of any furniture and large equipment, packing crates, packing materials and boxes shall be the responsibility of the Tenant and may not be disposed of in the Building trash receptacles nor will they be removed by the Building's janitorial service except at the Tenant's expense. Neither furniture, appliances, equipment or flammable products of any type may be disposed of in the Building trash receptacles.
 12. Tenant shall, upon termination of the Lease or of Tenant's possession, surrender all keys of the Demised Premises to Landlord at the place then fixed for the payment of rent and shall make known to Landlord the combination for all locks and safes, cabinets and vaults in the Demised Premises.
 13. All persons entering or leaving the Building between the hours of 6:00 p.m. and 7:00 a.m., Monday through Friday, or at any time on Saturdays, Sundays or holidays, may be required to do so under such regulations as Landlord may impose. Landlord reserves the right to restrict or limit Building access during the above stated time periods as may be reasonably required from time to time.
 14. Any vehicles left in the Building parking lots in excess of 72 hours shall be considered abandoned and will be removed by the Landlord with no liability to Landlord or its agent.
 15. The Landlord at all times shall have the right to amend, modify or waive any of the foregoing Rules and Regulations and to make such other and future rules and regulations as the Landlord may adopt. Any such modifications shall be effective two days following notice to Tenant of same.
- No act or thing done or omitted to be done by Landlord or Landlord's agent during the Lease Term which is necessary to enforce these Rules and Regulations shall constitute an eviction by Landlord nor shall it be deemed an acceptance or surrender of the Demised Premises, and no agreement to accept such surrender shall be valid unless in writing signed by Landlord. No employee of Landlord or Landlord's agent shall have any power to accept the keys of the Demised Premises prior to the termination of the Lease. The delivery of keys to any employee of Landlord or Landlord's agent shall not operate as a termination of the Lease or a surrender of the Premises.



Request for Town Council Action

Date: July 15, 2024

Submitted By: Michael Grabczyk, Project Engineer

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 9.373 - Second Reading**
A Bill for an Ordinance Approving the Agreement Regarding Funding of Major Drainageway Planning for Sulphur Gulch and Tallman Gulch Watersheds By and Between Urban Drainage and Flood Control District d/b/a Mile High Flood District, Douglas County, Town of Parker and Cherry Creek Basin Water Quality Authority (Agreement No. 24-05.19 Project No. 110135)
Department: Engineering and Public Works, Michael Grabczyk

EXECUTIVE SUMMARY

The Town of Parker, the Mile High Flood District (MHFD), Douglas County, and the Cherry Creek Basin Water Quality Authority (CCBWQA) (collectively, the Sponsors) wish to prepare a master drainageway plan for the Sulphur Gulch and Tallman Gulch major drainageways. This intergovernmental agreement (IGA) will allow these sponsors to engage an engineer to compile technical information, evaluate data, identify concerns, and provide preliminary design solutions to drainage, flooding, and stream stability problems within the drainageways which are in the best interest of the local communities.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Sponsors have partnered previously to prepare master drainageway plans. Sulphur Gulch, Tallman Gulch, and their tributaries were some of the earliest drainageways in the Town of Parker to experience adjacent development. A master plan to evaluate the drainageways' current state and future needs has not been performed or updated since 2001. A new master drainageway plan would allow for the sponsors to identify any areas of flooding, erosion, or stability problems within these corridors and offer potential solutions to the identified problems.

This IGA will allow the Sponsors to engage an engineer to compile technical information, evaluate data, identify concerns, and provide preliminary design solutions to drainage, flooding, and stream stability problems within the drainageways, which is in the best interest of the local communities.

FINANCIAL IMPACT

This IGA commits the Town, MHFD, Douglas County and CCBWQA to the below contribution amounts to fund the master drainageway plan. The Town's contribution has been accounted for within the architectural and engineering services line of the 2024 budget approved by Town Council.

IGA Contributions:

Entity Name	Amount
MHFD	\$150,000
Town of Parker	\$90,000
Douglas County	\$60,000
CCBWQA	\$60,000
TOTAL	\$360,000

STRATEGIC GOAL(S)



**INNOVATE WITH
COLLABORATIVE
GOVERNANCE**



**PROMOTE A SAFE AND
HEALTHY COMMUNITY**



**DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH**

ATTACHMENTS

1. MDP Study Area
2. Ordinance No. 9.373

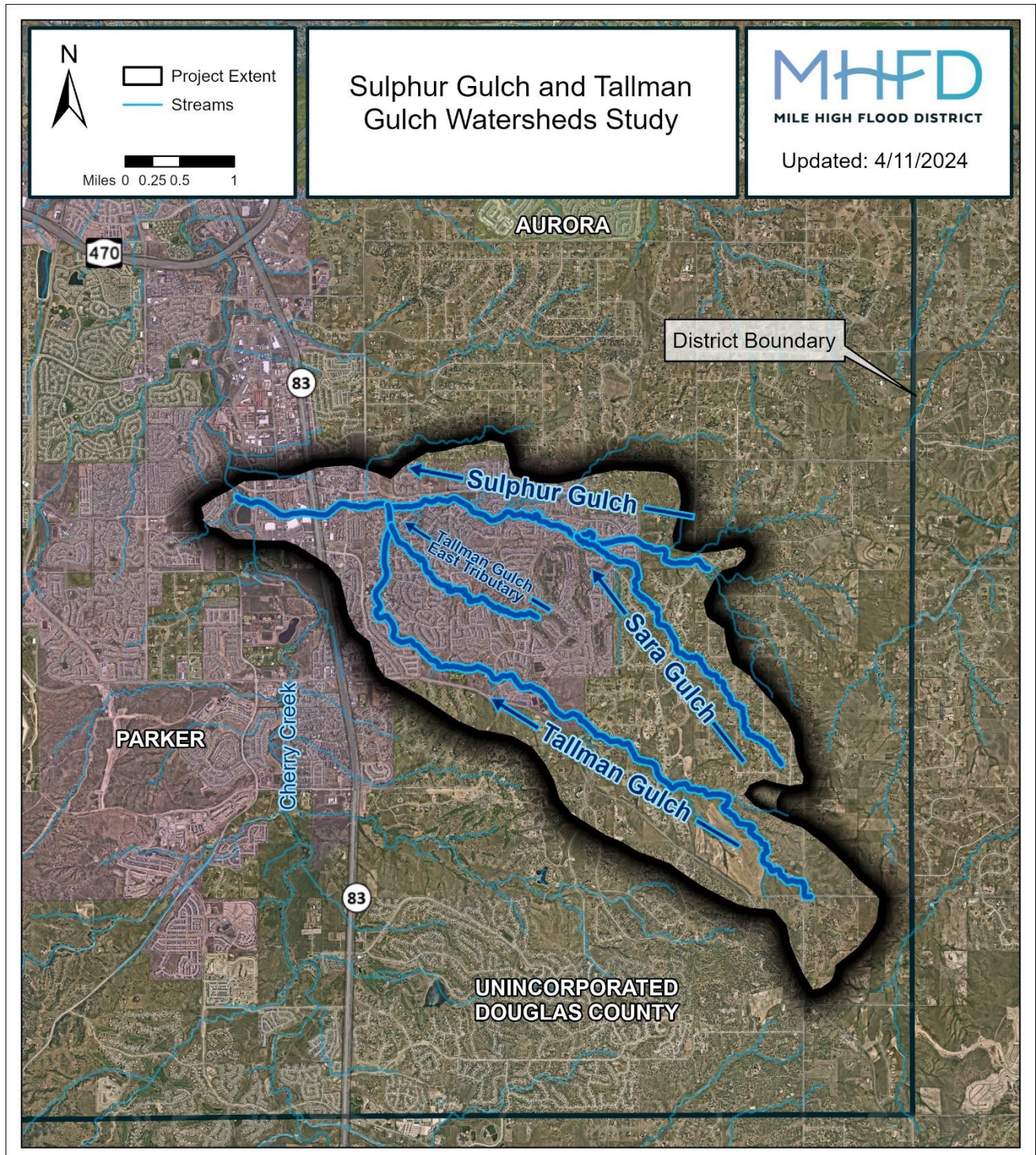
RECOMMENDED MOTION

I move to approve Ordinance No. 9.373 on second reading.

URBAN DRAINAGE AND FLOOD CONTROL DISTRICT
d/b/a
MILE HIGH FLOOD DISTRICT

RESOLUTION NO. 34, SERIES OF 2024
(Authorization to Participate in a Planning Study of Sulphur Gulch and Tallman Gulch Watersheds)

Exhibit A



ORDINANCE NO. 9.373, Series of 2024

TITLE: A BILL FOR AN ORDINANCE APPROVING THE AGREEMENT REGARDING FUNDING OF MAJOR DRAINAGEWAY PLANNING FOR SULPHUR GULCH AND TALLMAN GULCH WATERSHEDS BY AND BETWEEN URBAN DRAINAGE AND FLOOD CONTROL DISTRICT D/B/A MILE HIGH FLOOD DISTRICT, DOUGLAS COUNTY, TOWN OF PARKER AND CHERRY CREEK BASIN WATER QUALITY AUTHORITY (AGREEMENT NO. 24-05.19 PROJECT NO. 110135)

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 Regarding Funding of Major Drainageway Planning for Sulphur Gulch and Tallman Gulch Watersheds by and between Urban Drainage and Flood Control District d/b/a Mile High Flood District, Douglas County, Town of Parker and Cherry Creek Basin Water Quality Authority (Agreement No. 24-05.19 Project No. 110135), 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. Effective Date. This Ordinance shall become effective ten (10) days after final publication.

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2024.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2024.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Jamie Wynn, Town Attorney

EXHIBIT 1

AGREEMENT REGARDING FUNDING OF MAJOR DRAINAGEWAY PLANNING FOR SULPHUR GULCH AND TALLMAN GULCH WATERSHEDS

Agreement No. 24-05.19
Project No. 110135
Agreement Amount \$360,000

THIS AGREEMENT, by and between URBAN DRAINAGE AND FLOOD CONTROL DISTRICT D/B/A MILE HIGH FLOOD DISTRICT (hereinafter called "DISTRICT"), DOUGLAS COUNTY (hereinafter called "COUNTY"), TOWN OF PARKER (hereinafter called "PARKER") and CHERRY CREEK BASIN WATER QUALITY AUTHORITY (hereinafter called "CCBWQA"); (hereinafter COUNTY, PARKER and CCBWQA shall be known as "PROJECT SPONSOR(S)") and DISTRICT and PROJECT SPONSOR(S) shall be collectively known as "PARTIES");

WITNESSETH THAT:

WHEREAS, DISTRICT in a policy statement previously adopted (Resolution No. 14, Series of 1970), expressed an intent to assist public bodies which have heretofore enacted floodplain zoning measures; and

WHEREAS, DISTRICT has previously established a Work Program for 2024 (Resolution No. 89, Series of 2023) which includes master planning; and

WHEREAS, PARTIES now desire to proceed with development of a drainageway master plan for Sulphur Gulch and Tallman Gulch Watersheds (hereinafter called "PROJECT"); and

WHEREAS, DISTRICT's Board of Directors has authorized DISTRICT financial participation for PROJECT (Resolution No. 34, Series of 2024); and

WHEREAS, the governing board (officials) of PROJECT SPONSOR(S) has budgeted, by appropriation or resolution, all of its share of PROJECT costs; and

WHEREAS, PARTIES desire to acquire mapping needed to conduct the engineering studies for PROJECT; and

WHEREAS, PARTIES desire to engage an engineer to render certain technical and professional advice and to compile information, evaluate, study, and recommend design solutions to such drainage and water quality problems for PROJECT which are in the best interest of PARTIES.

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

Part 1

1.01. SCOPE OF AGREEMENT

This Agreement defines the responsibilities and financial commitments of PARTIES with respect to PROJECT.

1.02. PROJECT AREA

DISTRICT shall engage an engineer and obtain mapping as needed to perform or supply necessary services in connection with and respecting the planning of PROJECT of the area and watershed shown on the attached Exhibit A dated April 11, 2024, (hereinafter called "AREA").

1.03. SCOPE OF PROJECT

The purpose of PROJECT is to develop a drainageway master plan, including hydrologic information and the locations, alignments, and sizing of storm sewers, channels, detention/retention basins, and other facilities and appurtenances needed to provide efficient stormwater drainage within AREA. The proposed work shall include, but not be limited to, mapping; compilation of existing data; necessary field work; and development and consistent evaluation of all reasonable alternatives so that the most feasible drainage and flood control

master plan can be determined and justified for AREA. Consideration shall be given to costs, existing and proposed land use, existing and proposed drainage systems, known drainage or flooding problems, known or anticipated erosion problems, stormwater quality, right-of-way needs, existing wetlands and riparian zones, open space and wildlife habitat benefits, and legal requirements. Schematic alternative plans shall be developed such that comparison with other alternatives can be made.

1.04 PUBLIC NECESSITY

PARTIES agree that the work performed pursuant to this Agreement is necessary for the health, safety, comfort, convenience, and welfare of all the people of the State, and is of particular benefit to the inhabitants of PARTIES and to their property therein.

1.05 PROJECT COSTS

PARTIES agree that for the purposes of this Agreement PROJECT costs shall consist of, and be limited to, mapping, master planning, and related services and contingencies mutually agreeable to PARTIES. Project costs are not to exceed \$360,000 without amendment to this Agreement.

1.06 FINANCIAL COMMITMENTS OF PARTIES

PARTIES shall each contribute the following percentages and maximum amounts for PROJECT costs as defined in Section 1.05:

	Percentage <u>Share</u>	Master Plan <u>Contribution</u>	Maximum <u>Contribution</u>
COUNTY	16.6%	\$60,000	\$60,000
PARKER	25.2%	\$90,000	\$90,000
CCBWQA	16.6%	\$60,000	\$60,000
DISTRICT	41.6%	\$150,000	\$150,000
TOTAL	100%	\$360,000	\$360,000

Each PARTY'S payment obligation, whether direct or contingent, extends only to funds budgeted by appropriation or resolution annually by each PARTY'S governing body (officials), paid into the treasury of that PARTY, and encumbered for the purpose of this AGREEMENT. Each PARTY does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. This Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of each PARTY.

1.07 MANAGEMENT OF FINANCES

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

Payment of each party's full share COUNTY - \$60,000; PARKER - \$90,000; CCBWQA - \$60,000; DISTRICT - \$150,000) shall be made to DISTRICT subsequent to execution of this Agreement and within 30 days of request for payment by DISTRICT. The payments by PARTIES shall be held by DISTRICT in a special fund to pay for increments of PROJECT as authorized by PARTIES, and as defined herein. DISTRICT shall provide an accounting of PROJECT funds as well as notification to PROJECT SPONSOR(S) of any unpaid obligations upon request. Any interest earned by the monies contributed by PARTIES shall be accrued to the special fund established by DISTRICT for PROJECT

and such interest shall be used only for PROJECT upon approval by the contracting officers (Section 2.03).

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

1.08 PROJECT MAPPING

DISTRICT shall provide a Digital Elevation Model (DEM) and elevation contour mapping of AREA with a contour interval of one-foot. Upon execution of this Agreement DISTRICT shall engage a land surveyor judged by DISTRICT to be responsible and qualified to perform the work to supplement the DEM data at hydraulic structures.

1.09 MASTER PLANNING

Upon execution of this Agreement, PARTIES shall select an engineer mutually agreeable to PARTIES. DISTRICT shall contract with the selected engineer, shall administer the contract, and shall supervise and coordinate the planning for the development of alternatives and of conceptual design subject to approval of PROJECT SPONSOR(S).

1.10 PUBLISHED REPORTS AND PROJECT DATA

DISTRICT will provide to PROJECT SPONSOR(S) access to all draft and final electronic report files. Upon completion of PROJECT, electronic files of all mapping, drawings, and hydrologic and hydraulic calculations developed by the engineer contracted for PROJECT shall be provided to PROJECT SPONSOR(S) upon request. This Paragraph shall survive termination of this Agreement.

1.11. RESPONSIBILITIES OF PARTIES

DISTRICT shall be responsible for coordinating with PROJECT SPONSOR(S) the information developed by the various consultants hired by DISTRICT and for obtaining all concurrences from PROJECT SPONSOR(S) needed to complete PROJECT in a timely manner. PROJECT SPONSOR(S) agrees to review all draft reports and to provide comments within 21 calendar days after the draft reports have been provided by DISTRICT to PROJECT SPONSOR(S). PROJECT SPONSOR(S) also agree(s) to evaluate the alternatives presented in the alternatives analysis sections of the report, to select an alternative, and to notify DISTRICT of their decision(s) within 30 calendar days after the alternatives analysis report is provided to PROJECT SPONSOR(S) by DISTRICT.

1.12 PUBLIC RELATIONS

It shall be at the sole discretion of the PROJECT SPONSOR(S) to initiate and to carry out any public relations program to inform the residents in PROJECT area as to the purpose of PROJECT and what impact it may have on them. Technical information shall be presented to the public by the selected engineer, if requested by PROJECT SPONSOR(S). In any event DISTRICT shall have no responsibility for a public relations program, but shall assist PROJECT SPONSOR(S) as needed and appropriate.

1.13 EXECUTION IN COUNTERPARTS – ELECTRONIC SIGNATURES

Electronic signatures shall be permitted to bind PARTIES to this Agreement, and all subsequent documents requiring the signatures of the PARTIES to this Agreement. Documents requiring notarization may also be notarized by electronic signature. All use of electronic signatures shall be governed by the Colorado Uniform Electronic Transactions Act, §§ 24-71.3-101-121, C.R.S. However, the PARTIES agree that only electronic signatures created by electronic software including but not limited to DocuSign shall be permitted.

Part 2

2.01 TERM OF THE AGREEMENT

The term of this Agreement shall commence upon the execution by all PARTIES and shall terminate two years after the final master planning report is delivered to DISTRICT and the final accounting of funds on deposit at DISTRICT is provided to all PARTIES pursuant to Section 1.07 herein.

2.02 LIABILITY

Each party hereto shall be responsible for any suits, demands, costs or actions at law resulting from its own negligent or wrongful acts or omissions and may insure against such liabilities as appropriate.

2.03 CONTRACTING OFFICERS

- A. The contracting officer for COUNTY shall be the County Engineer, 100 Third Street, Castle Rock, Colorado 80104.
- B. The contracting officer for PARKER shall be the Public Works of Engineering Director, 20120 East Main Street, Parker, Colorado 80138.
- C. The contracting officer for CCBWQA shall be the Authority Manager, P.O. Box 3166, Centennial, Colorado 80161.
- D. The contracting officer for DISTRICT shall be the Executive Director, 12575 W. Bayaud Ave. Lakewood, Colorado 80228.
- E. The contracting officers for PARTIES each agree to designate and assign a PROJECT representative to act on the behalf of said PARTIES in all matters related to PROJECT undertaken pursuant to this Agreement. Each representative shall coordinate all PROJECT related issues between PARTIES, shall attend all progress meetings, and shall be responsible for providing all available PROJECT related file information to the engineer upon request by DISTRICT or PROJECT SPONSOR(S). Said representatives shall have the authority for all approvals, authorizations, notices, or concurrences required under this Agreement. However, in regard to any amendments or addenda to this Agreement, said representative shall be responsible to promptly obtain the approval of the proper authority.

2.04 AMENDMENTS

This Agreement contains all of the terms agreed upon by and among PARTIES. Any amendments to this Agreement shall be in writing and executed by PARTIES hereto to be valid and binding.

2.05 SEVERABILITY

If any clause or provision herein contained shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, such invalid or unenforceable clause or provision shall not affect the validity of the Agreement as a whole and all other clauses or provisions shall be given full force and effect.

2.06 APPLICABLE LAWS

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Jurisdiction for any and all legal actions regarding this Agreement shall be in the State of Colorado and venue for the same shall lie in the County where the Project is located.

2.07 ASSIGNABILITY

No party to this Agreement shall assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party or parties to this Agreement.

2.08 BINDING EFFECT

The provisions of this Agreement shall bind and shall inure to the benefit of PARTIES hereto and to their respective successors and permitted assigns.

2.09 ENFORCEABILITY

PARTIES hereto agree and acknowledge that this Agreement may be enforced in law or in equity, by decree of specific performance or damages, or such other legal or equitable relief as may be available subject to the provisions of the laws of the State of Colorado.

2.10. TERMINATION OF AGREEMENT

This Agreement may be terminated upon thirty (30) days' written notice by any party to this Agreement, but only if there are no contingent, outstanding contracts. If there are contingent, outstanding contracts, this Agreement may only be terminated upon the cancellation of all contingent, outstanding contracts. All costs associated with the cancellation of the contingent contracts shall be shared between PARTIES in the same ratio(s) as were their contributions.

2.11. NO DISCRIMINATION IN EMPLOYMENT

In connection with the performance of work under this Agreement, PARTIES agree not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified on the basis of race, color, ancestry, creed, religion, national origin, gender, age, military status, sexual orientation, gender identity, marital status, or physical or mental disability and further agrees to insert the foregoing provision in all contracts stemming from this Agreement.

2.12. APPROPRIATIONS

Notwithstanding any other term, condition, or provision herein, each and every obligation of the PARTIES stated in this Agreement is subject to the requirement of a prior appropriation or resolution of funds therefore by the appropriate governing body (officials) of the respective PARTIES.

2.13. NO THIRD PARTY BENEFICIARIES

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to PARTIES, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement. It is the express intention of PARTIES that any person or party other than PROJECT SPONSOR(S) or DISTRICT receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

2.14. GOVERNMENTAL IMMUNITIES

The PARTIES hereto intend that nothing herein shall be deemed or construed as a waiver by any PARTY of any rights, limitations, or protections afforded to them under the Colorado Governmental Immunity Act (§ 24-10-101, *et seq.*, C.R.S.) as now or hereafter amended or otherwise available at law or equity.

2.15. INTENT OF AGREEMENT

Except as otherwise stated herein, this Agreement is intended to describe the rights and responsibilities of and between PARTIES and is not intended to and shall not be deemed to confer rights upon any person or entities not named as PARTIES, nor to limit in any way the powers and responsibilities of PROJECT SPONSOR(S), DISTRICT or any other entity not a party hereto.

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

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

By_____

Name Laura A. Kroeger

Title Executive Director

Date_____

Checked By

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF DOUGLAS

ATTEST:

By: _____
Chair

Date _____

Deputy Clerk to the Board

APPROVED AS TO CONTENT:

County Manager

APPROVED AS TO LEGAL FORM:

APPROVED AS TO FISCAL CONTENT:

Director of Finance

TOWN OF PARKER

By: _____

Date _____

ATTEST:

Town Clerk's Office

APPROVED AS TO FORM AND SUFFIECIENCY:

Town Attorney's Office

CHERRY CREEK BASIN
WATER QUALITY AUTHORITY

CCBWQA Checked by

By_____

Name_____

Attest:

Title_____

Date_____

APPROVED AS TO FORM:



Request for Town Council Action

Date: July 15, 2024
Submitted By: Tom Gill, Associate Project Manager
Reviewed By: Michelle Kivela, Town Manager
Title: **PARKER ROAD SIDEWALK/TRAIL IMPROVEMENTS**
Department: Engineering and Public Works, Tom Gill

EXECUTIVE SUMMARY

This item is to approve two (2) ordinances for the memorandum of agreement for the conveyance of real property necessary to construct the Parker Road Sidewalk - East Side (Sulphur Gulch to South of Parker Square Drive) project. These agreements are needed for planned sidewalk/trail improvements to the east side of Parker Road between the Sulphur Gulch trail to south of Parker Square Drive.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

As part of the proposed Parker Road Sidewalk East Side Multi-Use Trail Connection project that commenced earlier this year, a sidewalk/trail along the east side of Parker Road between Sulphur Gulch and Parker Square Drive will be constructed. This stretch of Parker Road is shown on the attached vicinity map for reference. The project will link to existing sidewalk/trails at the north project limit and the south project limit. In addition, the project will also fill an existing sidewalk gap in the middle of the project limits.

The project's construction is being partially funded by a Colorado Department of Transportation "Safer Main Streets" grant that the Town successfully applied for in 2021. On July 17, 2023, Town Council approved Ordinance 1.587, which authorized staff to proceed with good faith negotiations regarding acquiring permanent easements, and temporary construction easements along the east side of Parker Road necessary to construct the project.

Jean Miao, as the Trustee of the Cheong/Miao Family Trust B, is the owner of the property under Ord. No. 1.624, which consists of one (1) parcel and is located at the northeast corner of the Parker Road/Clubhouse Drive intersection along the east side of Parker Road (Jack in the Box). The acquisition includes 690 square feet (SF) of permanent sidewalk easement needed to accommodate the proposed sidewalk.

The PHTS Commercial Owners Association, Inc., property related to Ord. No. 1.625, consists of one (1) parcel and is located 200 feet south of Sulphur Gulch along the east side of Parker Road. The acquisition includes 835 SF of permanent sidewalk easement and 2,449 SF of temporary construction easement needed to accommodate the proposed sidewalk.

FINANCIAL IMPACT

The purchase prices for these acquisitions are \$33,530.50 (Ord. No. 1.624) and \$10,000 (Ord. No. 1.625). Funding for these acquisitions has been appropriated in the Highway and Street Capital Projects Fund (301-4310).

STRATEGIC GOAL(S)

SUPPORT AN
ACTIVE COMMUNITY



INNOVATE WITH
COLLABORATIVE
GOVERNANCE



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH

ATTACHMENTS

1. Jean Miao Property Trail Easement Vicinity Map
2. PHTS Comm Owners Assoc Inc Trail Easements Vicinity Map
3. Parker Road Sidewalk-East Side (Village Inn to Sulphur Gulch) (4)
4. Ordinance No. 1.624
5. Ordinance No. 1.625

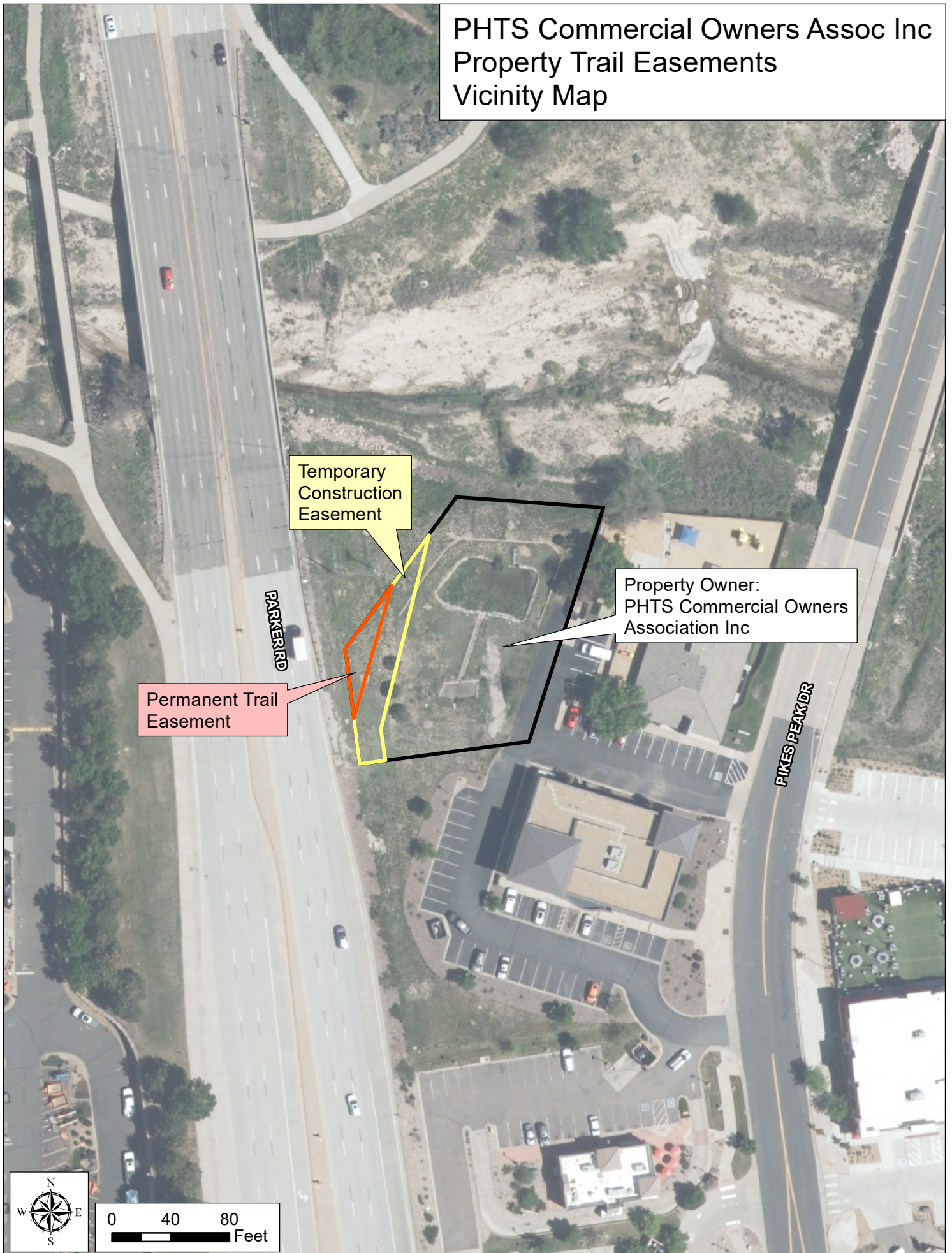
RECOMMENDED MOTION

1. I move to approve Ordinance No. 1.624 on second reading.
2. I move to approve Ordinance No. 1.625 on second reading.

Jean Miao
Property Trail Easement
Vicinity Map



PHTS Commercial Owners Assoc Inc Property Trail Easements Vicinity Map



Parker Road Sidewalk-East Side (Village Inn to Sulphur Gulch)



ORDINANCE NO. 1.624, Series of 2024

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE MEMORANDUM OF AGREEMENT BY AND BETWEEN THE TOWN OF PARKER AND JEAN MIAO, AS TRUSTEE OF THE CHEONG/MIAO FAMILY TRUST B, DATED MARCH 08, 2010, CONCERNING THE PARKER ROAD SIDEWALK/TRAIL IMPROVEMENTS SOUTH OF PARKER SQUARE DRIVE

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 Memorandum of Agreement by and between the Town of Parker and Jean Miao, as Trust of the Cheong/Miao Family Trust B, dated March 08, 2010, concerning the Parker Road Sidewalk/Trail Improvements South of Parker Square Drive, 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. Effective Date. This Ordinance shall become effective ten (10) days after final publication.

INTRODUCED AND PASSED ON FIRST READING this _____ day of _____, 2024.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2024.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Jamie Wynn, Town Attorney

EXHIBIT 1

TOWN OF PARKER, COLORADO MEMORANDUM OF AGREEMENT (Local Public Agency)	Project Code: 24457 Parcel No: PE-9	
	Project No: C M039-008	
	Location: Parker Road Sidewalk Improvements (Sulphur Gulch)	
	County: Douglas	State Highway No: 86

This Agreement made on _____ (date) is between the **Town of Parker, Colorado**, a Colorado municipal corporation (GRANTEE) for the purchase of the parcel listed above from the Owner(s) **Jean Miao, as Trustee of the Cheong/Miao Family Trust B, dated March 08, 2010** (GRANTOR).

GRANTOR and GRANTEE may be referred to hereafter, collectively, as the PARTIES.

Just compensation was determined by an appropriate valuation procedure prepared in accordance with Colorado state laws and regulations. The amount of money and/or compensation listed below is full consideration for the following land, easements, improvements, and damages of any kind.

Land (described in attached exhibits)	Sq.ft ☐ / acres ☐	\$
Permanent and Slope Easements (described and illustrated in attached Exhibits "A" and "B", respectively)	690 Sq.ft ☒ / acres ☐	\$10,350
Temporary Easements (described and illustrated in attached Exhibits "C" and "D", respectively)	Sq.ft ☐ / acres ☐	\$
Improvements : 690 sqft - 4" landscape rock 16 ea - Small shrubs		\$3,418
Damages: none		\$
Administrative Settlement		\$19,762.50
	Gross Total	\$33,530.50
	Less Credit	\$
	Net Total (rounded)	\$33,530.50

Other conditions: See attached Exhibit "E"

The GRANTOR:

- 1) Will, at the closing, pay all taxes (including prorated taxes for the current year) and special assessments for the current year;
- 2) Has entered into this agreement only because the GRANTEE has the power of eminent domain and requires the property for public purposes;
- 3) Be responsible for securing releases from all liens, judgments and encumbrances to deliver clear, unencumbered title to GRANTEE. Any encumbrance required to be paid by GRANTOR shall be paid at or before closing from the proceeds of the transaction hereby contemplated or from any other source;
- 4) Will execute and deliver to GRANTEE those documents indicated below;
- 5) Excepts from the subject property described herein in the attached Exhibits, the mineral estate and including all coal, oil, gas and other hydrocarbons, and all clay and other valuable mineral in and under said subject property. The GRANTOR hereby covenants and agrees that the GRANTEE shall forever have the right to take and use, without payment of further compensation to the GRANTOR, any and all sand, gravel, earth, rock, and other road building materials found in or upon said subject property and belonging to the GRANTOR; and
- 6) The GRANTOR further covenants and agrees that no exploration for, or development of any of the products, as described above, and owned by the GRANTOR heretofore or hereafter the date set forth above and hereby excepted will ever be conducted on or from the surface of the premises described in the attached Exhibits, and that in the event any of such operations may hereafter be carried on beneath the surface of said premises, the GRANTOR shall

perform no act which may impair the subsurface or lateral support of said premises. These covenants and agreements hereunder, shall inure to and be binding upon the GRANTOR and its heirs, personal and legal representatives, successors and assigns forever.

NOTE: At GRANTOR'S sole discretion, the GRANTOR may convey the underlying mineral estate owned by GRANTOR to the GRANTEE. GRANTEE makes no representations about the nature, title or value of the mineral estate. In transactions where GRANTOR conveys the underlying mineral estate to GRANTEE, Paragraphs 5 and 6, as set forth above, will be deleted from this Memorandum of Agreement and the conveyance document.

☐ GRANTOR conveys the underlying mineral estate to GRANTEE. Paragraphs 5 and 6 are hereby deleted from the Memorandum of Agreement and the conveyance document.

The GRANTEE:

- 1) Will be entitled to specific performance of this agreement upon tender of the agreed consideration;
- 2) Will be held harmless from any claims against the property or to any interest in the property, except for any benefits due under relocation law;
- 3) Will make payment after receiving acceptable conveyance instruments from the GRANTOR;
- 4) Will take possession and use of the parcel(s) when it deposits the consideration, as set forth above, into an escrow account for the benefit of the GRANTOR, or when GRANTEE disburses funds to GRANTOR. Transfer of title to the parcel(s) shall occur upon performance of any and all terms under this agreement, and release of the payment from escrow to the GRANTOR, unless other arrangements are made that follow Title III of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended; and
- 5) Will prepare the following documents:

- | | |
|--|---|
| ☐ General Warranty Deed | ☐ Utility Easement |
| ☐ Access Deed | ☒ Public Sidewalk Easement Slope Easement |
| ☐ Full Release(s) Book/Page: | ☐ Temporary Easement |
| ☐ Partial Release(s) Book/Page: | ☐ |
| ☐ Or (specify) | |
| ☐ Title Company to prepare documents except | |

x Order Check \$33,530.50

Payable to: Fidelity National Title

Real Estate Specialist



GRANTOR signature

Attach form W-9



GRANTOR (if applicable)

6/8/2024

The Town of Parker, Colorado,
a Colorado Home Rule Municipality

By: _____

Title: _____

cc: Town of Parker (original)
Property Owner
CDOT Region ROW Office

EXHIBIT A
PROPERTY DESCRIPTION
PERMANENT EASEMENT PARCEL NUMBER: PE-9
TOWN OF PARKER – PARKER ROAD SIDEWALK IMPROVEMENTS
PROJECT NUMBER: C M039-008 PROJECT CODE: 24457

A permanent easement (PE-9) of Project No. C M039-008 over and across that parcel of land described as Lot 4B, Parker Hilltop Town Square – 1st Amendment recorded at Reception No. 2008024417 in the records of Douglas County, located in the Southeast Quarter of Section 22, Township 6 South, Range 66 West, of the Sixth Principal Meridian, Town of Parker, County of Douglas, State of Colorado, said tract or parcel being more particularly described as follows:

For the purpose of this description the bearings are referenced to the north line of the Northwest Quarter of the Southeast Quarter of Section 22, Township 6 South, Range 66 West, of the Sixth Principal Meridian, bearing North 89°11'03" East, a distance of 1332.04 feet. Monumented by a 3 1/4" aluminum cap illegible on a 2 3/8" pipe at the Center Quarter Corner of said Section 22 and by a 3 1/4" aluminum cap marked PLS 24667 1998 on a #6 rebar at the Center-East Sixteenth Corner of said Section 22.

Commencing at the Center Quarter Corner of Section 22, Township 6 South, Range 66 West of the 6th Principal Meridian;

THENCE South 31°22'57" East, a distance of 778.98 feet to a point on the westerly line of Lot 4B, Parker Hilltop Town Square – 1st Amendment recorded at Reception No. 2008024417 in the records of Douglas County, the existing easterly right of way line of S. Parker Road (January 2023) and the Point of Beginning;

THENCE along said westerly line and said existing easterly right of way line (January 2023) the following two (2) courses:

1. along a curve to the right, an arc length of 25.93 feet, said curve having a radius of 50.00 feet, a delta angle of 29°42'42", a chord bearing of North 23°08'11" West, and a chord length of 25.64 feet;
2. North 08°16'50" West, a distance of 88.25 feet to the northwest corner of said Lot 4B;

THENCE North 82°28'44" East, along the northerly line of said Lot 4B, a distance of 6.57 feet;

THENCE South 08°17'01" East, a distance of 112.94 feet to the Point of Beginning.

Containing 690 Square Feet, or 0.016 Acres, more or less.



FOR AND ON BEHALF OF
DALEY LAND SURVEYING INC.,
Robert Daley, PLS 35597

OWNER
JEAN MIAO

**PERMANENT EASEMENT
PARCEL NO. PE-9**

THIS DOES NOT REPRESENT
A MONUMENTED SURVEY.

APN: 2233-224-04-009
CALC: AVV DATE: 3/10/2023
DRWN: AVV JOB No. 1701-053
SHEET 1 OF 2

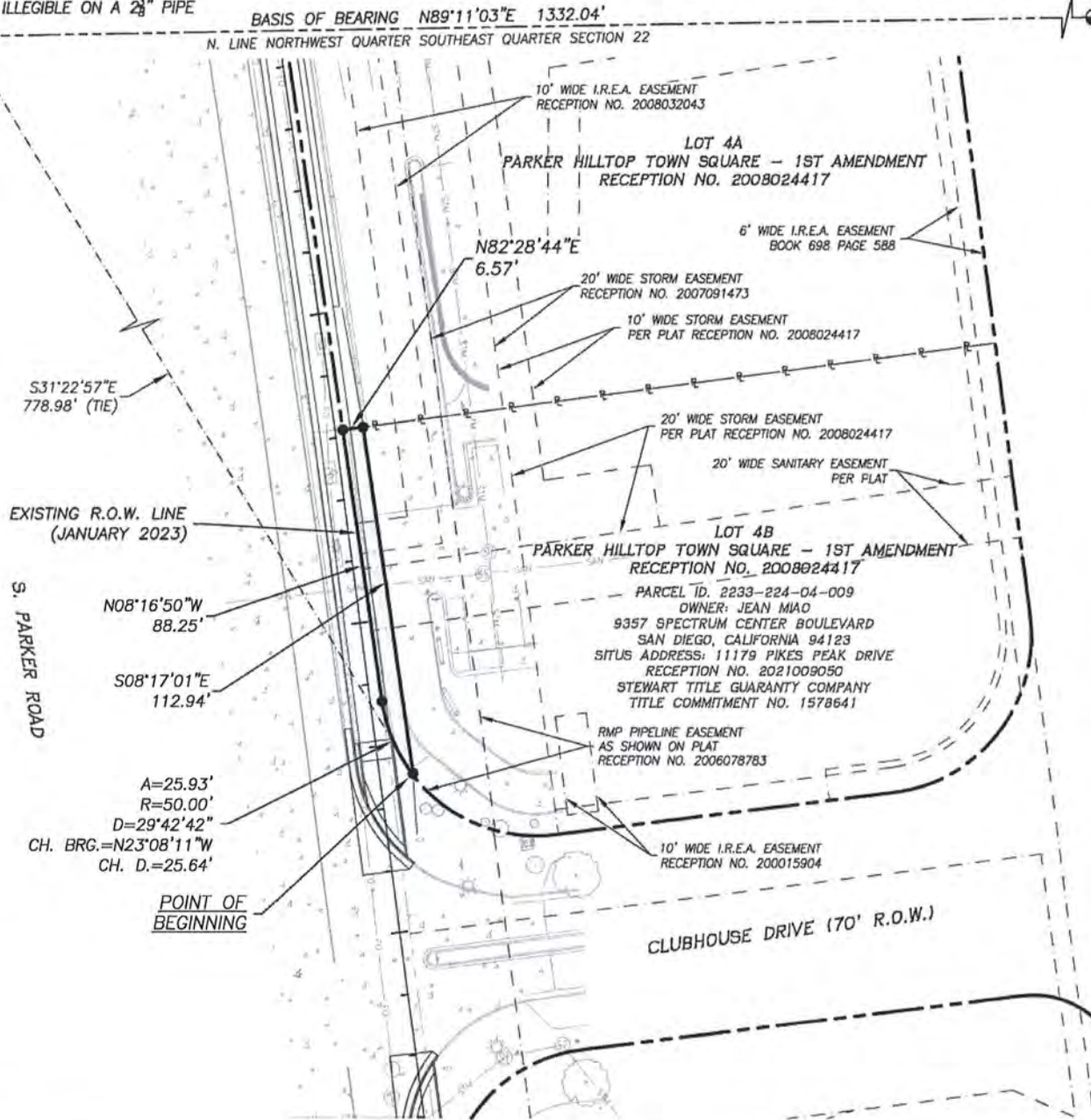
SE 1/4 SEC. 22, T.6S., R.66W.
DOUGLAS COUNTY, COLORADO

**DALEY LAND
SURVEYING, INC.**
17011 LINCOLN AVE #381
PARKER, CO 80134

ILLUSTRATION - EXHIBIT B

CENTER QUARTER CORNER
SECTION 22, T.6S., R.66W.
FND 3/4" ALUM CAP
LS ILLEGIBLE ON A 2 1/8" PIPE

CENTER EAST SIXTEENTH CORNER
SECTION 22, T.6S., R.66W.
FND 3/4" ALUM CAP
PLS 24667 1998 ON A #6 REBAR



OWNER
JEAN MIAO

**PERMANENT EASEMENT
PARCEL NO. PE-9**

SE 1/4 SEC. 22, T.6S., R.66W.
DOUGLAS COUNTY, COLORADO



0 50
SCALE: 1" = 50'

THIS DOES NOT REPRESENT
A MONUMENTED SURVEY.

**DALEY LAND
SURVEYING, INC.**
17011 LINCOLN AVE #301
PARKER, CO 80134

APN: 2233-224-04-009
CALC: AVV DATE: 3/10/2023
DRWN: AVV JOB No. 1701-053
SHEET 2 OF 2

EXHIBIT “E”

1. The PARTIES have come to an agreement on the use, acquisition and conveyance a Public Sidewalk Easement and a Temporary Construction Easement (collectively, the “Easements”), and surface improvements, if any, identified in this Memorandum of Agreement for the construction of certain public improvements known as the Parker Road Sidewalk Improvements (the “Project”);
2. GRANTEE through its right-of-way negotiators and GRANTOR have negotiated the terms of this Agreement through negotiations in good faith which have resulted in an agreement as to just compensation for the Easements, but such Agreement is subject to formal approval by the Town Council of the Town; and
3. GRANTEE desires to begin construction within the Easements in advance of the formal approval of this Agreement and thus before the closing date of this Agreement, and thus the PARTIES agree that GRANTOR shall be granted a temporary right of entry to the Easements (“Temporary Right of Entry”) to expedite construction.
4. GRANTOR does hereby grant this Temporary Right of Entry for use during construction of the Project, together with all rights and privileges as are necessary or incidental to the reasonable and proper use in and to, over, under and across the Easements.
5. Said Temporary Right of Entry shall expire and be of no further force or effect once the closing on the Easements has occurred. To the extent permitted by law, and subject to No. 6 below, the PARTIES will adhere to all the terms negotiated in this Agreement.
6. In the event the Town Council does not approve the Purchase and Sale Agreement, the Town will be required as a matter of law to pay just compensation for the Easements in accordance with this Agreement.

ORDINANCE NO. 1.625, Series of 2024

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE MEMORANDUM OF AGREEMENT BY AND BETWEEN THE TOWN OF PARKER AND PHTS COMMERCIAL OWNERS ASSOCIATION, INC., CONCERNING THE PARKER ROAD SIDEWALK/TRAIL IMPROVEMENTS SOUTH OF PARKER SQUARE DRIVE

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 Memorandum of Agreement by and between the Town of Parker and PHTS Commercial Owners Association, Inc., concerning the Parker Road Sidewalk/Trail Improvements South of Parker Square Drive, 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. Effective Date. This Ordinance shall become effective ten (10) days after final publication.

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2024.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2024.

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Jamie Wynn, Town Attorney

EXHIBIT 1

TOWN OF PARKER, COLORADO MEMORANDUM OF AGREEMENT (Local Public Agency)	Project Code: 24457	Parcel No: PE-12, TE-12
	Project No: C M039-008	
	Location: Parker Road Sidewalk Improvements (Sulphur Gulch)	
	County: Douglas	State Highway No: 86

This Agreement made on _____ (date) is between the **Town of Parker**, Colorado, a Colorado municipal corporation (GRANTEE) for the purchase of the parcel(s) listed above from the Owner(s) **PHTS Commercial Owners Association Inc.** (GRANTOR).

GRANTOR and GRANTEE may be referred to hereafter, collectively, as the PARTIES.

Just compensation was determined by an appropriate valuation procedure prepared in accordance with Colorado state laws and regulations. The amount of money and/or compensation listed below is full consideration for the following land, easements, improvements, and damages of any kind.

Land (described in attached exhibits)	na Sq.ft ☐ /acres ☐	\$0
Permanent and Slope Easements (described and illustrated in attached Exhibits "A" and "B", respectively)	835 Sq.ft ☒ /acres ☐	\$4,175
Temporary Easements (described and illustrated in attached Exhibits "C" and "D", respectively)	2,449 Sq.ft ☒ /acres ☐	\$2,449
Improvements: none		\$0
Damages: none		\$0
Administrative Settlement:		\$3,370
	Gross Total	\$10,000.00
	Less Credit	\$0
	Net Total (rounded)	\$10,000.00

Other conditions: See attached Exhibit "E"

The GRANTOR:

- 1) Will, at the closing, pay all taxes (including prorated taxes for the current year) and special assessments for the current year;
- 2) Has entered into this agreement only because the GRANTEE has the power of eminent domain and requires the property for public purposes;
- 3) Be responsible for securing releases from all liens, judgments and encumbrances to deliver clear, unencumbered title to GRANTEE. Any encumbrance required to be paid by GRANTOR shall be paid at or before closing from the proceeds of the transaction hereby contemplated or from any other source;
- 4) Will execute and deliver to GRANTEE those documents indicated below;
- 5) Excepts from the subject property described herein in the attached Exhibits, the mineral estate and including all coal, oil, gas and other hydrocarbons, and all clay and other valuable mineral in and under said subject property. The GRANTOR hereby covenants and agrees that the GRANTEE shall forever have the right to take and use, without payment of further compensation to the GRANTOR, any and all sand, gravel, earth, rock, and other road building materials found in or upon said subject property and belonging to the GRANTOR; and
- 6) The GRANTOR further covenants and agrees that no exploration for, or development of any of the products, as described above, and owned by the GRANTOR heretofore or hereafter the date set forth above and hereby excepted will ever be conducted on or from the surface of the premises described in the attached Exhibits, and that in the event any of such operations may hereafter be carried on beneath the surface of said premises, the GRANTOR shall perform no act which may impair the subsurface or lateral support of said premises. These covenants and

agreements hereunder, shall inure to and be binding upon the GRANTOR and its heirs, personal and legal representatives, successors and assigns forever.

NOTE: At GRANTOR'S sole discretion, the GRANTOR may convey the underlying mineral estate owned by GRANTOR to the GRANTEE. GRANTEE makes no representations about the nature, title or value of the mineral estate. In transactions where GRANTOR conveys the underlying mineral estate to GRANTEE, Paragraphs 5 and 6, as set forth above, will be deleted from this Memorandum of Agreement and the conveyance document.

☐ GRANTOR conveys the underlying mineral estate to GRANTEE. Paragraphs 5 and 6 are hereby deleted from the Memorandum of Agreement and the conveyance document.

The GRANTEE:

- 1) Will be entitled to specific performance of this agreement upon tender of the agreed consideration;
- 2) Will be held harmless from any claims against the property or to any interest in the property, except for any benefits due under relocation law;
- 3) Will make payment after receiving acceptable conveyance instruments from the GRANTOR;
- 4) Will take possession and use of the parcel(s) when it deposits the consideration, as set forth above, into an escrow account for the benefit of the GRANTOR, or when GRANTEE disburses funds to GRANTOR. Transfer of title to the parcel(s) shall occur upon performance of any and all terms under this agreement, and release of the payment from escrow to the GRANTOR, unless other arrangements are made that follow Title III of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended; and
- 5) Will prepare the following documents:

☐ General Warranty Deed

☐ Utility Easement

☐ Access Deed

☒ Public Sidewalk Easement Slope Easement

☐ Full Release(s) Book/Page:

☒ Temporary Easement

☐ Partial Release(s) Book/Page:

☐

☐ Or (specify)

☐ Title Company to prepare documents except

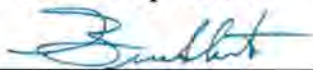
x Order Check \$10,000.00

Payable to: Fidelity National Title

Order Check \$

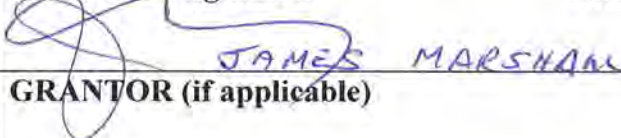
Payable to:

Real Estate Specialist



GRANTOR signature

Attach form W-9



JAMES MARSHALL

GRANTOR (if applicable)

**The Town of Parker, Colorado,
a Colorado Home Rule Municipality**

By: _____

Title: _____

EXHIBIT A
PROPERTY DESCRIPTION
PERMANENT EASEMENT PARCEL NUMBER: PE-12
TOWN OF PARKER – PARKER ROAD SIDEWALK IMPROVEMENTS

A tract or parcel of land over and across that parcel of land described as Tract B, Parker Hilltop Town Square – 1st Amendment recorded at Reception No. 2008024417 in the records of Douglas County, located in the Southeast Quarter of Section 22, Township 6 South, Range 66 West, of the Sixth Principal Meridian, Town of Parker, County of Douglas, State of Colorado, said tract or parcel being more particularly described as follows:

For the purpose of this description the bearings are referenced to the north line of the Northwest Quarter of the Southeast Quarter of Section 22, Township 6 South, Range 66 West, of the Sixth Principal Meridian, bearing North 89°11'03" East, a distance of 1332.04 feet. Monumented by a 3 1/4" aluminum cap illegible on a 2 3/8" pipe at the Center Quarter Corner of said Section 22 and by a 3 1/4" aluminum cap marked PLS 24667 1998 on a #6 rebar at the Center-East Sixteenth Corner of said Section 22.

Commencing at the Center Quarter Corner of Section 22, Township 6 South, Range 66 West of the 6th Principal Meridian;

THENCE South 60°34'06" East, a distance of 379.29 feet to the westerly line of Tract B, Parker Hilltop Town Square – 1st Amendment recorded at Reception No. 2008024417 in the records of Douglas County, the existing easterly right of way line of S. Parker Road (January 2023) and the Point of Beginning;

THENCE along the westerly line of said Tract B and said existing easterly right of way line of S. Parker Road (January 2023) the following two courses:

1. North 07°21'56" West, a distance of 45.68 feet;
2. North 35°50'14" East, a distance of 53.41 feet;

THENCE South 16°00'22" West, a distance of 92.18 feet to the Point of Beginning.

Containing 835 Square Feet, or 0.019 Acres, more or less.



FOR AND ON BEHALF OF
DALEY LAND SURVEYING INC.,
Robert Daley, PLS 35597

OWNER
**PHTS COMMERCIAL
OWNERS ASSOCIATION INC**

**PERMANENT EASEMENT
PARCEL NO. PE-12**

THIS DOES NOT REPRESENT
A MONUMENTED SURVEY.

APN. 2233-224-04-005
CALC: AVV DATE: 2/27/2023
DRWN: AVV JOB No. 1701-053
SHEET 1 OF 2

SE 1/4 SEC. 22, T.6S., R.66W.
DOUGLAS COUNTY, COLORADO

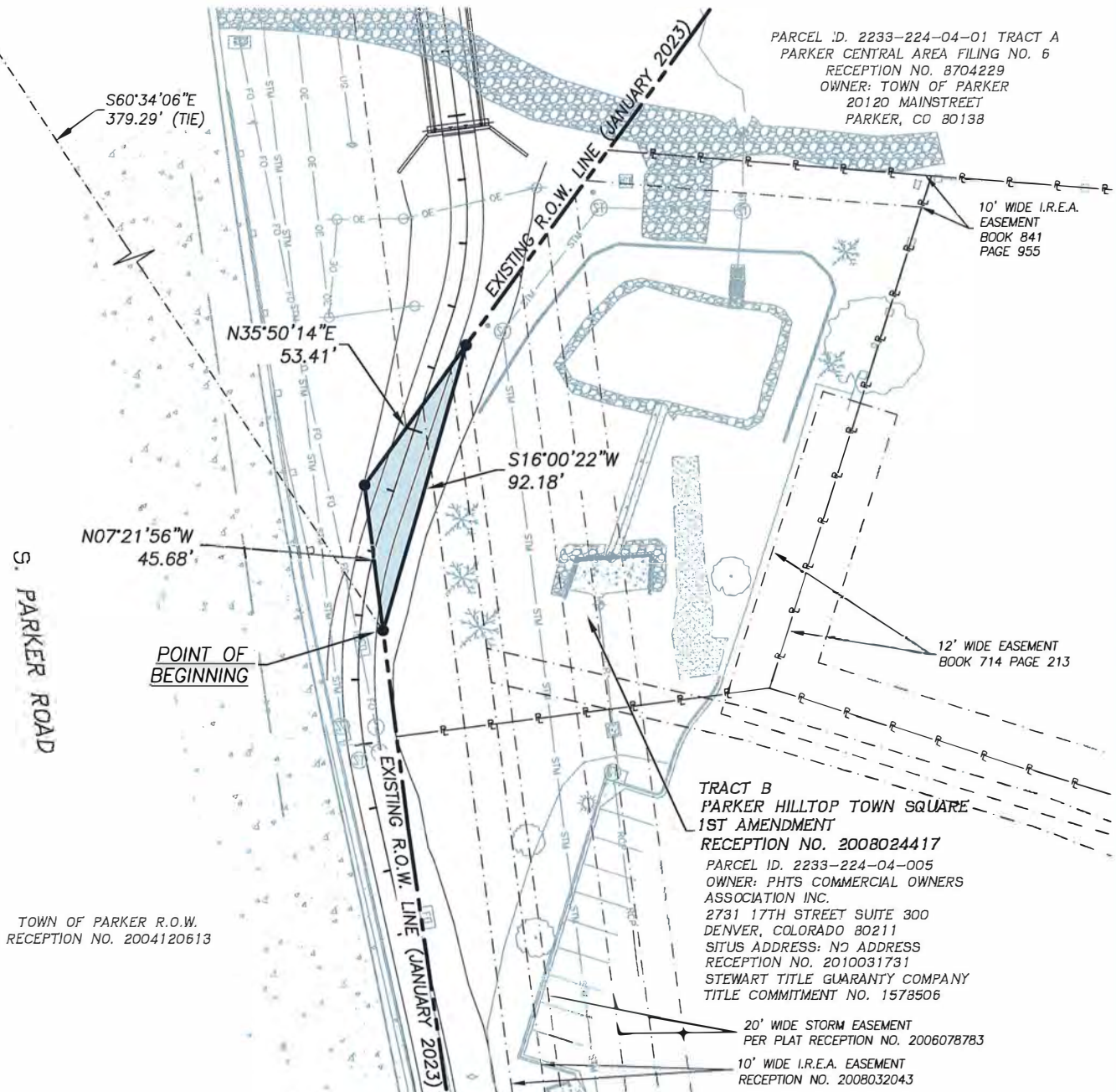
**DALEY LAND
SURVEYING, INC.**
17011 LINCOLN AVE #307
PARKER, CO 80134

ILLUSTRATION TO EXHIBIT A

CENTER QUARTER CORNER
SECTION 22, T.6S., R.66W.
FND 3/4" ALUM CAP
LS ILLEGIBLE ON A 28" PIPE

CENTER EAST SIXTEENTH CORNER
SECTION 22, T.6S., R.66W.
FND 3/4" ALUM CAP
PLS 24667 1998 ON A #6 REBAR

BASIS OF BEARING N89°11'03"E 1332.04'
N. LINE NORTHWEST QUARTER SOUTHEAST QUARTER SECTION 22



OWNER
**PHTS COMMERCIAL
OWNERS ASSOCIATION INC**

**PERMANENT EASEMENT
PARCEL NO. PE-12**

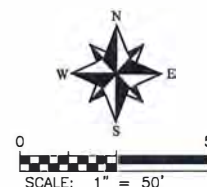
APN. 2233-224-04-005

CALC: AVV DATE: 2/27/2023

DRWN: AVV JOB No. 1701-053

SHEET 2 OF 2

SE 1/4 SEC. 22, T.6S., R.66W.
DOUGLAS COUNTY, COLORADO



THIS DOES NOT REPRESENT
A MONUMENTED SURVEY.

**DALEY LAND
SURVEYING, INC.**
17011 LINCOLN AVE #361
PARKER, CO 80134

EXHIBIT C
PROPERTY DESCRIPTION
TEMPORARY CONSTRUCTION EASEMENT PARCEL NUMBER: TE-12
TOWN OF PARKER – PARKER ROAD SIDEWALK IMPROVEMENTS
PROJECT NUMBER: C M039-008 PROJECT CODE: 24457

A temporary easement (TE-12) of Project No. C M039-008 over and across that parcel of land described as Tract B, Parker Hilltop Town Square – 1st Amendment recorded at Reception No. 2008024417 in the records of Douglas County, located in the Southeast Quarter of Section 22, Township 6 South, Range 66 West, of the Sixth Principal Meridian, Town of Parker, County of Douglas, State of Colorado, said tract or parcel being more particularly described as follows:

For the purpose of this description the bearings are referenced to the north line of the Northwest Quarter of the Southeast Quarter of Section 22, Township 6 South, Range 66 West, of the Sixth Principal Meridian, bearing North 89°11'03" East, a distance of 1332.04 feet. Monumented by a 3 1/4" aluminum cap illegible on a 2 3/8" pipe at the Center Quarter Corner of said Section 22 and by a 3 1/4" aluminum cap marked PLS 24667 1998 on a #6 rebar at the Center-East Sixteenth Corner of said Section 22.

Commencing at the Center Quarter Corner of Section 22, Township 6 South, Range 66 West of the 6th Principal Meridian;

THENCE South 56°46'08" East, a distance of 400.00 feet to the southwest corner of Tract B, Parker Hilltop Town Square – 1st Amendment recorded at Reception No. 2008024417 in the records of Douglas County, the existing easterly right of way line of S. Parker Road (January 2023) and the Point of Beginning;

THENCE North 07°21'56" West, along the westerly line of said Tract B and said the existing easterly right of way line of S. Parker Road (January 2023), a distance of 33.10 feet;

THENCE North 16°00'22" East, a distance of 92.18 feet to said westerly line and said existing easterly right of way line of S. Parker Road (January 2023);

THENCE North 35°50'14" East, along said westerly line and said existing easterly right of way line of S. Parker Road (January 2023), a distance of 42.79 feet;

THENCE South 13°52'15" West, a distance of 136.25 feet;

THENCE South 07°48'30" East, a distance of 21.91 feet to the southerly line of said Tract B;

THENCE South 82°37'47" West, a distance of 16.68 feet to the Point of Beginning.

Containing 2449 Square Feet, or 0.056 Acres, more or less.



FOR AND ON BEHALF OF
DALEY LAND SURVEYING INC.,
Robert Daley, PLS 35597

THIS DOES NOT REPRESENT
A MONUMENTED SURVEY.



OWN B
**PHTS COMMERCIAL
OWNERS ASSOCIATION INC**

**TEMPORARY EASEMENT
PARCEL NO. TE-12**

APR. 2233-224-04-005
CALC: AV DATE: 3/10/2023
DRWN: AV JOB No. 1701-053
SHEET 1 OF 2

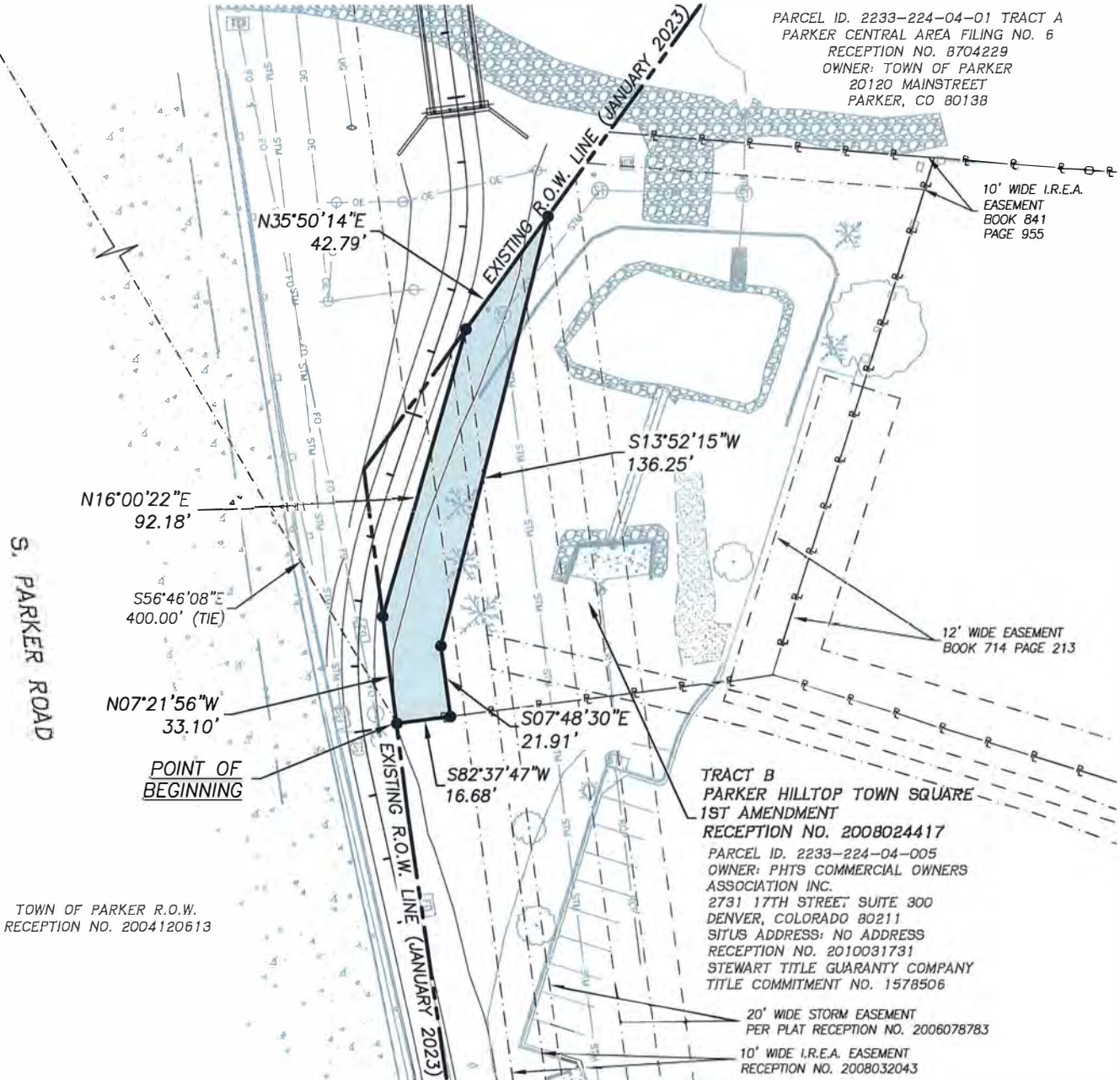
SE 1/4 SEC. 22, T.6S., R.66W.
DOUGLAS COUNTY, COLORADO

ILLUSTRATION TO EXHIBIT C

CENTER QUARTER CORNER
SECTION 22, T.6S., R.66W.
FND 3/4" ALUM CAP
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CENTER EAST SIXTEENTH CORNER
SECTION 22, T.6S., R.66W.
FND 3/4" ALUM CAP
PLS 24667 1998 ON A #6 REBAR

BASIS OF BEARING N89°11'03"E 1332.04'
N. LINE NORTHWEST QUARTER SOUTHEAST QUARTER SECTION 22



OWNER

**PHTS COMMERCIAL
OWNERS ASSOCIATION INC**

**TEMPORARY EASEMENT
PARCEL NO. TE-12**

APN. 2233-224-04-005

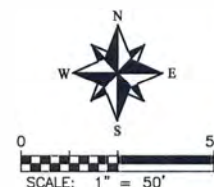
CALC: AVV DATE: 3/10/2023

DRWN: AVV JOB No. 1701-053

SHEET 2 OF 2

SE 1/4 SEC. 22, T.6S., R.66W.

DOUGLAS COUNTY, COLORADO



THIS DOES NOT REPRESENT
A MONUMENTED SURVEY.

**DALEY LAND
SURVEYING, INC.**
17011 LINCOLN AVE #301
PARKER, CO 80134

EXHIBIT “E”

1. The PARTIES have come to an agreement on the use, acquisition and conveyance a Public Sidewalk Easement and a Temporary Construction Easement (collectively, the “Easements”), and surface improvements, if any, identified in this Memorandum of Agreement for the construction of certain public improvements known as the Parker Road Sidewalk Improvements (the “Project”);
2. GRANTEE through its right-of-way negotiators and GRANTOR have negotiated the terms of this Agreement through negotiations in good faith which have resulted in an agreement as to just compensation for the Easements, but such Agreement is subject to formal approval by the Town Council of the Town; and
3. GRANTEE desires to begin construction within the Easements in advance of the formal approval of this Agreement and thus before the closing date of this Agreement, and thus the PARTIES agree that GRANTOR shall be granted a temporary right of entry to the Easements (“Temporary Right of Entry”) to expedite construction.
4. GRANTOR does hereby grant this Temporary Right of Entry for use during construction of the Project, together with all rights and privileges as are necessary or incidental to the reasonable and proper use in and to, over, under and across the Easements.
5. Said Temporary Right of Entry shall expire and be of no further force or effect once the closing on the Easements has occurred. To the extent permitted by law, and subject to No. 6 below, the PARTIES will adhere to all the terms negotiated in this Agreement.
6. In the event the Town Council does not approve the Purchase and Sale Agreement, the Town will be required as a matter of law to pay just compensation for the Easements in accordance with this Agreement.



Request for Town Council Action

Date: July 15, 2024
Submitted By: Chris Hudson, Deputy Director of Engineering
Reviewed By: Michelle Kivela, Town Manager
Title: **Parker Road/Parkglenn Signal (CIP23-023)**
Amount: **\$752,388**
Contractor: **Lighthouse Transportation Group**
Department: **Engineering and Public Works, Chris Hudson**

EXECUTIVE SUMMARY

This item is to award a trade contractor agreement with Lighthouse Transportation Group for the Parker Road/Parkglenn Way traffic signal (CIP 23-023).

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town opened competitive bids on June 25, 2024, for the Parker Road/Parkglenn Way traffic signal project (CIP 23-023). Work includes, but is not limited to, mast arm signal poles, caissons, ADA curb ramp improvements, pavement markings, traffic control, and storm drainage improvements on the northeast corner.

The Town received bids from six (6) contractors with Lighthouse Transportation Group being the lowest responsible bidder. Lighthouse Transportation Group is in progress or has completed several Town of Parker traffic signal improvements as a subcontractor with good results and, in addition, they are the Town of Parker's current emergency on-call traffic signal contractor. Town staff recommend moving forward with the contract award. The bids were as follows:

Lighthouse Transportation Group	\$752,388
Morton Electric	\$798,046
Sturgeon Electric Company	\$826,724
Lumin8 Transportation Technologies	\$864,643
Goodland Construction	\$878,427
Dynaelectric Company of Colorado	\$960,978

FINANCIAL IMPACT

Funding for this project's construction has been appropriated within the Traffic Control Capital Improvement Fund (301-4392).

STRATEGIC GOAL(S)



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH



PROMOTE A SAFE AND
HEALTHY COMMUNITY

ATTACHMENTS

None

RECOMMENDED MOTION

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



Request for Town Council Action

Date: July 15, 2024
Submitted By: Nathan Klass, Engineering Service Manager
Reviewed By: Michelle Kivela, Town Manager
Title: **PACE Parking Garage Construction Management Services (CIP23-040)**
Amount: **\$282,385**
Contractor: **Alfred Benesch & Company**
Department: **Engineering and Public Works, Nathan Klass**

EXECUTIVE SUMMARY

This agenda item is for the approval of a professional services agreement with Alfred Benesch & Company for the construction management, inspection and material testing services for the PACE Parking Garage project.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

In 2021 the Town issued RFQ 21-016 for On-Call Construction Management services where four (4) companies were selected. An informal solicitation was made on May 3, 2024 for all the On-Call firms to provide a scope and fee for the PACE Parking Garage project. The project consists of a 4-story precast concrete parking structure that will be located directly east of the Parker Arts, Culture & Events (PACE) Center Lot replacing the existing surface parking lot. The structure will contain 296 parking spaces with ten (10) electric vehicle (EV) chargers and an additional nine (9) EV charger ready spaces.

The Town received two (2) responses for the PACE Parking Garage project related to construction management, inspection and material testing professional services. Upon careful review, it was determined that Alfred Benesch & Company is the most qualified firm for this project. A final scope of work was negotiated based on the construction documents provided to the Town for this project.

FINANCIAL IMPACT

The funding for this project has been secured through a combination of Parker Authority for Reinvestment funding and Town Funding.

STRATEGIC GOAL(S)



SUPPORT AN
ACTIVE COMMUNITY



ENHANCE ECONOMIC
VITALITY



PROMOTE A SAFE AND
HEALTHY COMMUNITY

ATTACHMENTS

None

RECOMMENDED MOTION

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