

TOWN OF PARKER COUNCIL AGENDA

September 16, 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. 5:00 P.M. – Call to Order Town Council Meeting and Roll Call
- B. Executive Session – Immediately following Call to Order/Roll Call – (See Attached)
- C. Council Updates/Work Session - Immediately following Executive Session, if time allows.
- D. Reconvene Town Council Meeting at 7:00 P.M. or as soon thereafter as the regular public meeting can be conducted.

2. **PUBLIC COMMENTS** (No action will be taken on these items.) *Public Comment is an opportunity for Town residents and other interested individuals to speak about items that are NOT on the agenda. This comment period is limited to 30 minutes total time, with each individual allowed a maximum of 3 minutes to speak. You must sign up ahead of time in order to comment, and that sign up begins 30 minutes before the start of the meeting. The Council will accommodate as many speakers as possible during this time—with preference to Town residents—but if public comment extends beyond the allotted 30 minutes, Town Council will continue the comment period at the end of the meeting, prior to adjourning for those who signed up before the meeting.*

3. REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL

4. CONSENT AGENDA

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

- A. *APPROVAL OF MINUTES - September 3, 2024*

- B. *ORDINANCE NO. 2.284 - First Reading*
A Bill for an Ordinance Approving and Accomplishing the Annexation of Contiguous Unincorporated Territory Known as the Town Tract H, Meridian International Business Center Filing No. 7C, 5th Amendment Right-of-Way Property in Douglas County
Department: Community Development, Julia Duncan
TRAKiT No.: ANX24-004
Second Reading: October 7, 2024
- C. *ORDINANCE NO. 3.308.4 - First Reading*
A Bill for an Ordinance to Amend the Anthology North Development Plan Amendment No. 5 Pursuant to the Town of Parker Land Development Ordinance, and Amending the Zoning Ordinance and Map to Conform Therewith
Department: Community Development, Stacey Nerger
Trakit No.: Z23-016
Second Reading: October 7, 2024
- D. *ORDINANCE NO. 1.627 - First Reading*
A Bill for an Ordinance to Approve the Memorandum of Agreement By and Between the Town of Parker and Radiant Circle Apartments Investors LLC, Concerning the Parker Road Sidewalk/Trail Improvements south of Parker Square Drive
Department: Engineering and Public Works, Tom Gill
Second Reading: October 7, 2024
- E. *ORDINANCE NO. 1.628 - First Reading*
A Bill for an Ordinance Stating the Intent of the Town of Parker to Acquire Certain Property Interests for the Purpose of Constructing and Improving Becket Drive and Brompton Way Through the Utilization of the Town's Power of Eminent Domain and Directing the Town's Staff and Town Attorney to Notify All Persons Affected Thereby of the Above-Stated Intent of the Town, and Thereafter to Comply with All Pertinent Provisions of C.R.S. § 38-1-101, et seq., Relating to Good Faith Negotiations
Department: Town Attorney, Jim Maloney
Second Reading: October 7, 2024
- F. *ORDINANCE NO. 9.339.1 - First Reading*
A Bill for an Ordinance Approving the First Amendment to Agreement Regarding Design and Construction of Drainage and Flood Control Improvements for Newlin Gulch at Recreation Drive (Agreement No. 21-05.23A, Project No. 108504) By and Between Urban Drainage and Flood Control District d/b/a Mile High Flood District, the Town of Parker, and Douglas County
Department: Engineering and Public Works, Michael Grabczyk
Second Reading: October 7, 2024

- G. **ORDINANCE NO. 9.334.3 - First Reading**
A Bill for an Ordinance Approving the Third Amendment to Agreement Regarding Design and Construction of Drainage and Flood Control Improvements for Cherry Creek at Dransfeldt Road (Agreement No. 21-05.04C Project No. 108515) By and Between Urban Drainage and Flood Control District d/b/a Mile High Flood District, the Town of Parker, and Cherry Creek Basin Water Quality Authority
Department: Engineering and Public Works, Michael Grabczyk
Second Reading: October 7, 2024
- H. **RESOLUTION NO. 24-047**
A Resolution Approving the Release of the Slope Easement By and Between KPS Retail, LLC, and the Town of Parker Concerning a Part of Lot 2, Vantage Point Subdivision Filing No. 1, 1st Amendment
Department: Engineering and Public Works, Alex Mestdagh
- I. **CONTRACTS OVER \$100,000**
1. **Townwide Traffic Signal Cabinet Purchase (Bid No. 24-006)**
Amount: \$266,950
Contractor: Econolite Control Products, Inc.
Department: Engineering and Public Works, David Aden

5. **ORDINANCES**

- A. **ORDINANCE NO. 9.378 - Second Reading**
A Bill for an Ordinance to Approve the Statement of Responsibilities Regarding Preparation of an Environmental Assessment for the Douglas County Regional Habitat Conservation Plan Between the Board of County Commissioners of the County of Douglas, the Town of Castle Rock, the Town of Parker, the United States Fish and Wildlife Service, and ERO Resources Corporation
Department: Engineering and Public Works, Michael Grabczyk
- B. **ORDINANCE NO. 9.379 - Second Reading**
A Bill for an Ordinance to Approve the Intergovernmental Agreement by and between the Town of Parker and the Board of County Commissioners of Douglas County Regarding Cost Sharing for a Drone Show
Department: Communications, Brooke Spain
- C. **ORDINANCE NO. 9.380 - Second Reading**
A Bill for an Ordinance to Approve the Intergovernmental Agreement Regarding Joint Management of Proposition 123 Funding and Credits, by and between the Douglas County Housing Partnership, Douglas County, the City of Castle Pines, the City of Lone Tree, the Town of Parker, and the Town of Castle Rock
Department: Community Development, Bryce Matthews

6. **PUBLIC COMMENTS CONTINUED IF NECESSARY**

7. **ADJOURNMENT**

Parker Town Council

Executive Session Agenda

September 16, 2024

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

1. Update regarding American Academy litigation and Municipal Court proceeding
2. Discussion regarding Douglas County and local municipalities review of potential litigation related to City and County of Denver’s Migrant Policies

**TOWN OF PARKER COUNCIL
MINUTES
SEPTEMBER 3, 2024**

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

Town Attorney Jamie Wynn announced that there were seven topics for discussion in the Executive Session. The first two were to hold a conference with the Town's attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b) and included: PNC Bank acquisition of Parker Road sidewalk near the intersection of Clubhouse Drive and Robinson Ranch easements – notice of intent.

The third topic was to hold a conference with the Town's attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b) and to determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e) and was regarding the Lincoln Avenue widening project acquisition discussion.

The next topics were to determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e). These included: a proposed construction contract between CD-Parker, LLC, and Confluence Builders, LLC, for the construction of the PACE parking garage; follow-up on contract negotiations related to a proposed redevelopment agreement between the Town, Parker Authority for Reinvestment, and the Parker Meadows Condominium Association concerning improvements to Becket Drive, Woodman Drive and the extension of Brompton Way; and discussion related to Lutheran High School athletic fields proposal for use of Town-owned land.

The seventh topic was to hold a conference with the Town's attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b) and was for a discussion regarding an economic development matter.

EXECUTIVE SESSION

Joshua Rivero moved and Anne Barrington seconded to enter into Executive Session at 5:04 p.m. to hold a conference with the Town's Attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b) and to and to determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e).

The motion was approved unanimously.

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

The motion was approved unanimously.

COUNCIL UPDATES/WORK SESSION

Joshua Rivero asked that there be a discussion added to a study session agenda regarding the role of the Mayor and Town Council and the relationship between the two. He also requested that the Town Manager Ordinance be included in this discussion. Laura agreed that these items need to be discussed at a study session. Town Manager Kivela stated the several of the study session agendas are full and suggested that the topics be discussed at the October 4 Retreat. The Council agreed to discuss the items at the Retreat.

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 7:02 p.m.

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

PUBLIC COMMENTS

The following spoke about Pridefest held on August 4, 2024: Kelly Perkins, Parker; Tina De Los Santos, Parker; Meredith Rudolph, Parker; and Amy Windju, Castle Rock.

REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL

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

CONSENT AGENDA

- A. *APPROVAL OF MINUTES - August 19, 2024*

- B. *ORDINANCE NO. 9.378 - First Reading*
A Bill for an Ordinance to Approve the Statement of Responsibilities Regarding Preparation of an Environmental Assessment for the Douglas County Regional Habitat Conservation Plan Between the Board of County Commissioners of the County of Douglas, the Town of Castle Rock, the Town of Parker, the United States Fish and Wildlife Service, and ERO Resources Corporation
Department: Engineering and Public Works, Michael Grabczyk
Second Reading: September 16, 2024

- C. *ORDINANCE NO. 9.379 - First Reading*
A Bill for an Ordinance to Approve the Intergovernmental Agreement by and between the Town of Parker and the Board of County Commissioners of Douglas County Regarding Cost Sharing for a Drone Show
Department: Communications, Brooke Spain
Second Reading: September 16, 2024

- D. *ORDINANCE NO. 9.380 - First Reading*
A Bill for an Ordinance to Approve the Intergovernmental Agreement Regarding Joint Management of Proposition 123 Funding and Credits, by and between the Douglas County Housing Partnership, Douglas County, the City of Castle Pines, the City of Lone Tree, the Town of Parker, and the Town of Castle Rock
Department: Community Development, Bryce Matthews
Second Reading: September 16, 2024

E. *ASSIGNMENT AND ASSUMPTION AGREEMENT (Roth Lang Engineering Group Agreement)*

Department: PAR & Economic Development, Weldy Feazell

F. *RESOLUTION NO. 24-043*

A Resolution Approving the Form of Revenue Pledge Agreement Between Anthology West Metropolitan District No. 4 and Anthology West Metropolitan District No. 2.

Department: Town Attorney, Jamie Wynn

G. *CONTRACTS OVER \$100,000*

I. *Procurement of Traffic Signal Poles for the Hess Road/Tammy Lane and Dransfeldt Road/Parkglenn Way Signals*

Amount: \$167,704

Manufacturer: Millerbernd MFG

Department: Engineering and Public Work, Nathan Klass

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

A roll call vote was taken:

Joshua Rivero - yes

Anne Barrington - yes

Todd Hendreks - yes

John Diak - yes

Brandi Wilks - yes

Laura Hefta - yes

The motion was approved unanimously.

ORDINANCES

A. ORDINANCE NO. 1.289.8 – Second Reading

A Bill for an Ordinance to Approve the First Amendment to the Second Amended and Restated Cooperation Agreement Between the Town of Parker, Colorado, and the Parker Authority for Reinvestment

Department: PAR and Economic Development, Weldy Feazell

Passage of this Ordinance approved the First Amendment to the Second Amended and Restated Cooperation Agreement between the Town and Parker Authority for Reinvestment (PAR). The agreement is a comprehensive document that outlines the administrative items allowing PAR to implement the Town's Urban Renewal Plans.

Several beneficial changes included in the agreement are:

- Use of Town Employees/Administrative Services: PAR reimburses the Town for the cost of salaries and benefits for staff. The amendment aims to update the current staff titles without altering the percentage reimbursed to the Town.

- PAR Executive Director - 25% of the Town Manager's salary and benefits
- PAR/Economic Development Director – 50% of the PAR and Economic Development Director's salary and benefits
- Business Development Liaison – 100% of salary and benefits
- Capital Project Within and Urban Renewal Project Area: Simplifies the Capital Projects section by allowing changes to the list of projects without having to amend the agreement. Budget allocations will still be required for all capital projects funded by PAR.

Public Comments: None.

Laura Hefta moved and Todd Hendreks seconded to approve Ordinance No. 1.289.8 on second reading.

A roll call vote was taken:

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

The motion was approved unanimously.

B. ORDINANCE NO. 9.377 - Second Reading

A Bill for an Ordinance to Approve the Memorandum of Agreement Between the Regional Transportation District and the Town of Parker Regarding the Lincoln Avenue Widening Project

Department: Engineering and Public Works, Patrick Burke

Approval of this ordinance authorized a Memorandum of Agreement between the Regional Transportation District and the Town of Parker for the conveyance of real property necessary to construct the Lincoln Avenue/Jordan Road Widening Capital Improvement Project.

Public Comments: None.

Joshua Rivero moved and Brandi Wilks seconded to approve Ordinance No. 9.377 on second reading.

A roll call vote was taken:

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

The motion was approved unanimously.

- C. ORDINANCE NO. 9.359.1 - Second Reading (*Continued from August 19, 2024*)**
A Bill for an Ordinance Approving the First Amendment to Agreement Regarding Construction of Development Improvement Project Drainage and Flood Control Improvements for Brandy Gulch Upstream of Spirit Trail Boulevard (Agreement No. 23-04.15A Project No. 109776) By and Between Urban Drainage and Flood Control District d/b/a Mile High Flood District and the Town of Parker
Department: Engineering and Public Works, Alex Mestdagh

Passage of this ordinance approved the amendment to the Intergovernmental Agreement (IGA) with the Mile High Flood District (MHFD) to codify the funding and construction of stabilization improvements to Brandy Gulch within the Looking Glass development. The developer is obligated to provide the construction funding to the Town in the Subdivision Improvement Agreement for Looking Glass Filing No. 15. The proposed amendment to the IGA passes this funding through to MHFD, and in turn obligates MHFD to construct the improvements.

Public Comments: None.

Todd Hendreks moved and Laura Hefta seconded to approve Ordinance No. 9.359.1 on second reading.

A roll call vote was taken:

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

The motion was approved unanimously.

CONTRACTS OVER \$500,000

Dransfeldt Road & Parkglenn Way Traffic Signal (CIP 23-007) & Hess & Tammy Traffic Signal (CIP 24-012)

Amount: \$936,914.50
Contractor: Dynalectric Company of Colorado
Department: Engineering and Public Works, Nathan Klass

This item was to award a trade contractor agreement in the amount of \$936,914.50 with Dynalectric Company of Colorado for the Parkglenn/Dransfeldt and Hess/Tammy traffic signals (CIP 23-007 and CIP 24-012).

Public Comments: None.

Anne Barrington moved and Joshua Rivero seconded to approve the staff recommendation, as a part of the regular agenda.

A roll call vote was taken:

Joshua Rivero - yes

Anne Barrington - yes

Todd Hendreks - yes

John Diak - yes

Brandi Wilks - yes

Laura Hefta - yes

The motion was approved unanimously.

ADJOURNMENT

Mayor Toborg adjourned the meeting at 7:48 p.m.

Susan L. Irvine, Deputy Town Clerk

Jeff Toborg, Mayor



Request for Town Council Action

Date: September 16, 2024

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

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 2.284 - First Reading**
A Bill for an Ordinance Approving and Accomplishing the Annexation of Contiguous Unincorporated Territory Known as the Town Tract H, Meridian International Business Center Filing No. 7C, 5th Amendment Right-of-Way Property in Douglas County
Department: Community Development, Julia Duncan
TRAKiT ANX24-004
No.:
Second October 7, 2024
Reading:

EXECUTIVE SUMMARY

The Town of Parker is proposing to annex a tract of land for Chambers Road Right-of-Way (ROW). The subject property is located on the west side of Chambers Road, south of Mainstreet. On August 19, 2024, the Town Council approved Resolution No. 24-040 determining that the property is in substantial compliance with the State law governing annexation and set a public hearing for October 7, 2024.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Project Description

The Town of Parker and Douglas County entered into an Intergovernmental Agreement (IGA) in August 2015 regarding cost sharing for the Chambers Road improvement project from Mainstreet to Hess Road. The improvements addressed by the IGA were completed in 2018. As part of the IGA, the Town committed to maintaining and annexing the unincorporated section of Chambers Road from the intersection at Mainstreet extending in a southerly direction. The annexation was completed in 2019 to comply with the terms of the IGA and clarify jurisdictional boundaries.

In 2021, the developer of the Stepping Stone residential development located at the southwest corner of the intersection of Mainstreet and Chambers Road constructed a southbound acceleration/deceleration lane for improved access to their project. The developer dedicated the

ROW for this improvement to Douglas County because the Stepping Stone residential development is located in unincorporated Douglas County. At the end of the improvement warranty period, Douglas County executed a deed to convey the ROW to the Town. The Town Council approved the acceptance of the ROW by Resolution No. 24-022 at the March 11, 2024, meeting. The ROW that the Town accepted has a total area of 1.33 acres and includes the recently constructed improvements along the west side of Chambers Road south of the Mainstreet intersection. The proposed annexation is being undertaken to incorporate the additional ROW into the Town boundaries, reflect property ownership and clarify responsibility for operations and maintenance.

Annexation Process

The subject property is eligible for annexation because it is contiguous to the Town, located within the municipal Planning Area (urban growth boundary) and identified as a candidate for future annexation by the adopted Three-Mile Plan and Parker 2035 Master Plan. The Town has submitted an Annexation Petition as required by the Municipal Code and Town Charter. A concurrent zoning is not necessary because the property is a Town-owned ROW.

The Town has submitted the Annexation Petition in accordance with the provisions of the Municipal Annexation Act of 1965 ("the Act"), Title 31, Article 12, Part 1, C.R.S., for annexation of the subject property into the Town. The Town Clerk, as provided by C.R.S. § 31-12-107(1)(f), has referred the Annexation to the Town Council as a communication. The Town Council, as provided by C.R.S. § 31-12-107(1)(f), is required without undue delay to take appropriate steps to determine if the Annexation is in substantial compliance with C.R.S. § 31-12-107(1). Additionally, under Section 13.04.250(c) of the Municipal Code, the Town Council may:

1. Determine that the Annexation substantially complies with the requirements of C.R.S. § 31-12-107(1)(a), which will require that the Town Council establish by resolution the date, time and place that the Town Council will hold the public hearing not less than thirty (30) days nor more than sixty (60) days after the resolution setting the public hearing, unless otherwise required by state law; or
2. Determine that the Annexation does not substantially comply with the requirements of C.R.S. § 31-12-107(1)(a), which will require no further action; or
3. Table any action on the Annexation Petition for a period of time not to exceed one hundred eighty (180) days.

On August 19, 2024, the Town Council approved Resolution No. 24-040 and determined that the Annexation Petition substantially complies with the requirements of the Act, C.R.S. § 31-12-107(1)(a). The October 7, 2024 public hearing is to consider the eligibility of the subject property described in the Annexation Petition to be annexed into the Town as provided by State law. The Town Council will also consider the standards for review in support of an annexation determination found in the Municipal Code and the Town Charter.

The Town has identified the Meridian International Business Center F7C 5th AMD Tract H property as eligible for annexation through the annual Three-Mile Plan and the Parker 2035 Master Plan. Therefore, the proposed annexation is consistent with the Town's land use policy

as expressed in both plans. Further, the subject property is eligible for annexation because it is located within the Town's Planning Area (urban growth boundary) and satisfies the contiguity requirements of the Act, C.R.S. § 31-12-104(a). The Town is required to process the Annexation Petition subject to the Act and the standards of review contained in the Municipal Code and Town Charter. The Town Council has the final decision-making authority for the submitted Annexation Petition because annexation is a legislative act.

Colorado State law requires the following minimum standards to be met:

1. At least one-sixth of the property perimeter must be touching a current boundary of a municipality.
2. The property cannot be a “flag pole” (an annexation of a long roadway intended to run the boundaries out to serve just a single parcel.)
3. A “community of interests” between the particular parcel or property and the municipality can be found to exist (there are a number of ways this can be established, such as the fact that it was contemplated by the IGA between the County and Town or was part of a master plan by the municipality anticipating the property annexation.)
4. The municipality is able to extend municipal services to the property being annexed, and thereby integrate the property into the municipality.
5. There are no other municipalities which can annex the property, or, if there are other municipalities which would annex the property, no proceeding for annexation has been commenced in any other jurisdiction.
6. The annexation will not have the effect of extending the municipal boundaries more than three (3) miles.
7. An Annexation Petition(s) has been properly filed with the municipality by the legal owners of the property requesting annexation into the municipality.

These minimum standards have all been satisfied and staff recommends that the Town Council approve Ordinance No. 2.284.

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH



INNOVATE WITH
COLLABORATIVE
GOVERNANCE

ATTACHMENTS

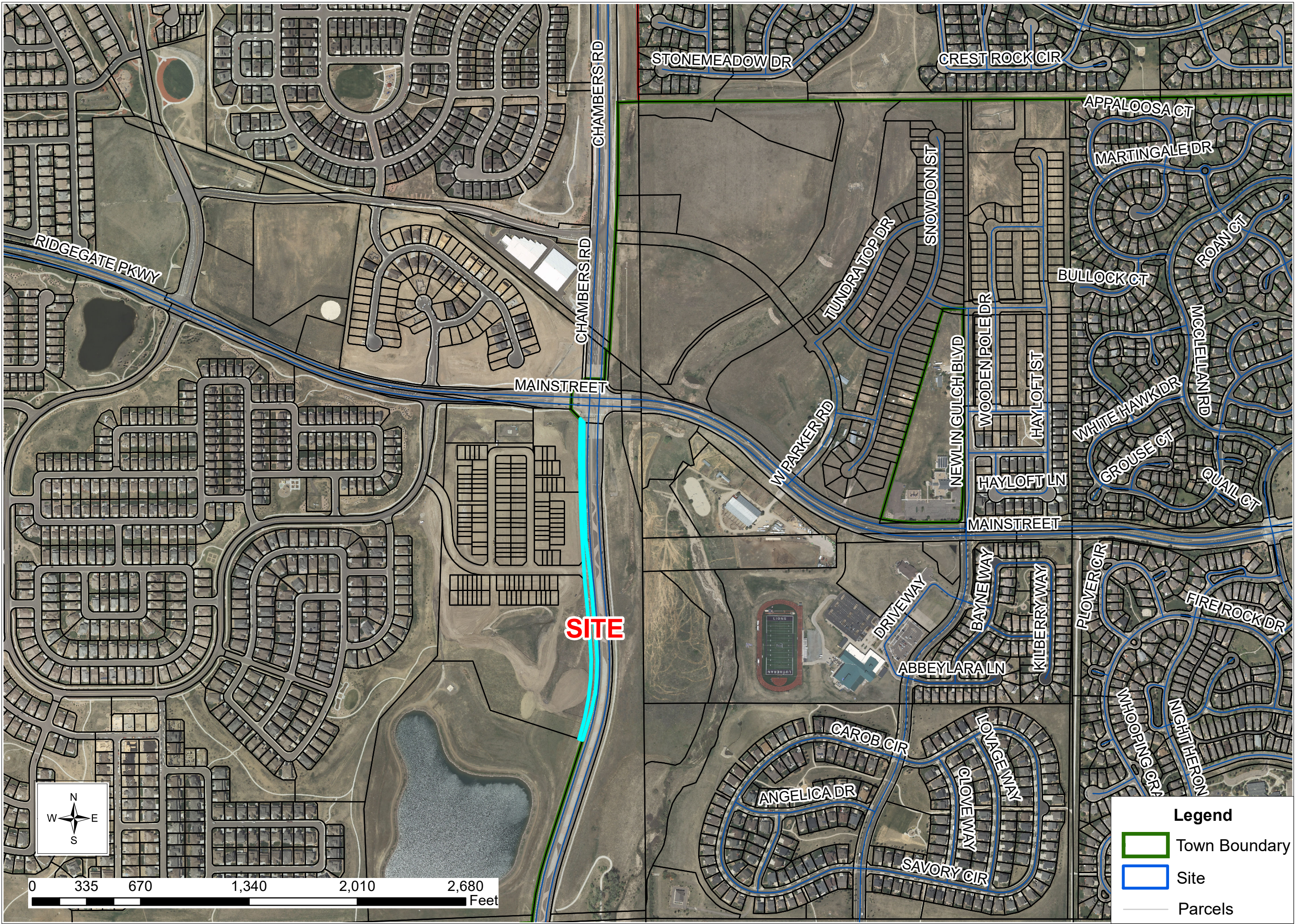
1. Vicinity Map
2. Tract H, Meridian International Business Center Filing No. 7C, 5th Amendment Annexation Map
3. Ordinance No. 2.284

RECOMMENDED MOTION

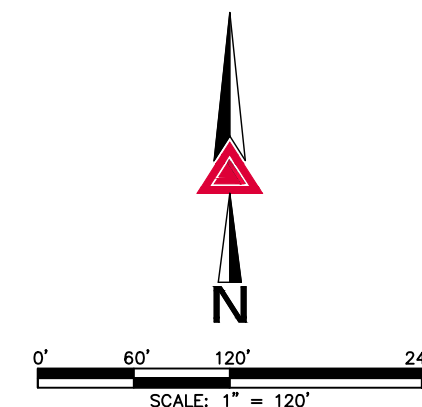
I move to approve Ordinance No. 2.284, on first reading and to schedule second reading for October 7, 2024, as part of the consent agenda.

Meridian International Business Center F7C 5th AMD Tract H

Annexation



A PARCEL LOCATED IN THE EAST HALF OF SECTION 19
TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN
COUNTY OF DOUGLAS, STATE OF COLORADO



FOR REVIEW

SHEET
1
OF 1 SHEETS
24924-07
JOB NO.

ORDINANCE NO. 2.284, Series of 2024

TITLE: A BILL FOR AN ORDINANCE APPROVING AND ACCOMPLISHING THE ANNEXATION OF CONTIGUOUS UNINCORPORATED TERRITORY KNOWN AS THE TOWN TRACT H, MERIDIAN INTERNATIONAL BUSINESS CENTER FILING NO. 7C, 5th AMENDMENT, RIGHT-OF-WAY PROPERTY IN DOUGLAS COUNTY

WHEREAS, pursuant to the laws of the State of Colorado, there was presented to and filed with the Town Council of the Town of Parker, Colorado, a written petition for annexation to and by the Town of Parker, Colorado, of that property described in the attached **Exhibit 1** (the “Property”), being contiguous unincorporated territory situated, lying, and being in the County of Douglas, State of Colorado;

WHEREAS, the Town Council of the Town of Parker, Colorado has conducted a public hearing, as required by law, to determine the eligibility for annexation of the Property; and

WHEREAS, the Town Council of the Town of Parker, Colorado, has satisfied itself concerning the eligibility for annexation of the Property, and concerning the conformance of the proposed annexation to the applicable law and the annexation policy of the Town of Parker, Colorado.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF PARKER, COLORADO, THAT:

Section 1. The annexation by and to the Town of Parker, State of Colorado, of the Property, situated, lying, and being in the County of Douglas, State of Colorado, meets all requirements of law and the annexation policy of the Town of Parker, and therefore, the said annexation is hereby approved.

Section 2. More than fifty percent (50%) of the owner(s) of more than fifty percent (50%) of the Property have petitioned for annexation.

Section 3. Upon the effective date of this Annexation Ordinance, the Property shall become subject to the Municipal Laws of the State of Colorado pertaining to towns and to the Charter, ordinances, resolutions, rules and regulations of the Town of Parker, except general taxation, which shall be effective on and after January 1 of the next succeeding year following the passage of this Annexation Ordinance.

Section 4. Considering all of the foregoing, and based on the conviction that annexation of the Property to the Town of Parker will serve the best interests of the Town of Parker and the owner(s) of the Property, the Property is hereby annexed to the Town of Parker, Colorado.

Section 5. The Town Clerk shall file for recording three (3) certified copies of the Annexation Ordinance and three (3) certified copies of the Annexation Map for the Property with the Clerk and Recorder of the County of Douglas, State of Colorado.

Section 6. The Annexation Map showing the boundaries of the newly annexed territory, as above described, shall be kept on file in the office of the Douglas County Clerk and Recorder.

Section 7. 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 8. 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 9. 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

Legal Description

Tract H, Meridian International Business Center Filing No. 7C, 5th Amendment, County of Douglas, State of Colorado



Request for Town Council Action

Date: September 16, 2024

Submitted By: Stacey Nerger, Senior Planner
Bryce Matthews, Assistant Director - Planning
John Fussa, Community Development Director

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 3.308.4 - First Reading**
A Bill for an Ordinance to Amend the Anthology North Development Plan Amendment No. 5 Pursuant to the Town of Parker Land Development Ordinance, and Amending the Zoning Ordinance and Map to Conform Therewith

Department: Community Development, Stacey Nerger
Trakit No.: Z23-016
Second Reading: October 7, 2024

EXECUTIVE SUMMARY

Segment 1 of the large Anthology North Planned Development (PD) is being developed and marketed as Tanterra. The applicant, E5X Management, submitted a rezoning application to amend the PD by reallocating approved residential units between Planning Areas 44 and 46 as permitted by the zoning. The applicant also proposes to revise Planning Area 39, which is a planned elementary school site.

The Town Council, in reviewing this request, shall consider the following criteria for approval as required by the Land Development Ordinance (LDO):

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

9. There is adequate waste and sewage disposal, water, schools, parks and recreation, and other services to the proportional degree necessary due to the impacts created by the proposed land uses.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The subject property consists of Planning Areas 44 and 46 in Segment 1 of the Anthology North PD with a total area of approximately 61 acres. The property is located near the southern boundary of the PD to the east of the future Chambers Road extension and north of the future Stroh Road extension as shown on the submitted Development Plan. It is currently undeveloped while the applicant grades the site and installs infrastructure.

The applicant is requesting the approval of a PD Amendment to reallocate 26 residential units from Planning Area 46 to Planning Area 44. This proposal will transfer approved residential units from one (1) Planning Area to another but will not increase the total number of residential units (residential yield). The applicant also proposes to reduce the size of Planning Area 39, which is an elementary school site, from 12.96 acres to 12.10 acres. The Douglas County School District (DCSD) has indicated that it supports the proposed PD Amendment subject to its referral review comments.

The existing Anthology North PD permits a total of 234 residential units in Planning Area 44 and a total of 139 residential units in Planning Area 46. The proposed PD Amendment will reallocate 26 permitted residential units as follows:

- **Planning Area 44:** The total permitted residential units will increase from 234 units to 260 units (+26 units).
- **Planning Area 46:** The total permitted residential units will decrease from 139 units to 113 units (-26 units).
- **Net Change:** The net change in total residential yield is 0 residential units.

The existing PD zoning permits the reallocation of residential units from one (1) Planning Area to another Planning Area and allows this type of revision to be processed administratively, if the total number of units transferred is less than 10 percent in any Planning Area. The proposed PD Amendment will exceed the 10 percent threshold for administrative action and must be approved by the Town Council at a public hearing. The proposed PD Amendment does not change the total number of permitted residential units as shown above.

The applicant also proposes to reduce the size of Planning Area 39, which is an elementary school site, from 12.96 acres to 12.10 acres. The 12.10 acre school site would still satisfy the DCSD requirements for land dedication in the Annexation Agreement. They have indicated their support for this revision subject to their request for additional site preparation from the applicant.

Community Development staff have reviewed the proposed PD Amendment for consistency with the Parker 2035 Master Plan, LDO and approved Annexation Agreement. Staff finds that the proposal is consistent with these guiding documents.

The Planning Commission has scheduled a public hearing for the proposed PD Amendment on September 12, 2024. The Commission will make a recommendation to the Town Council at that time.

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)

DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH

ATTACHMENTS

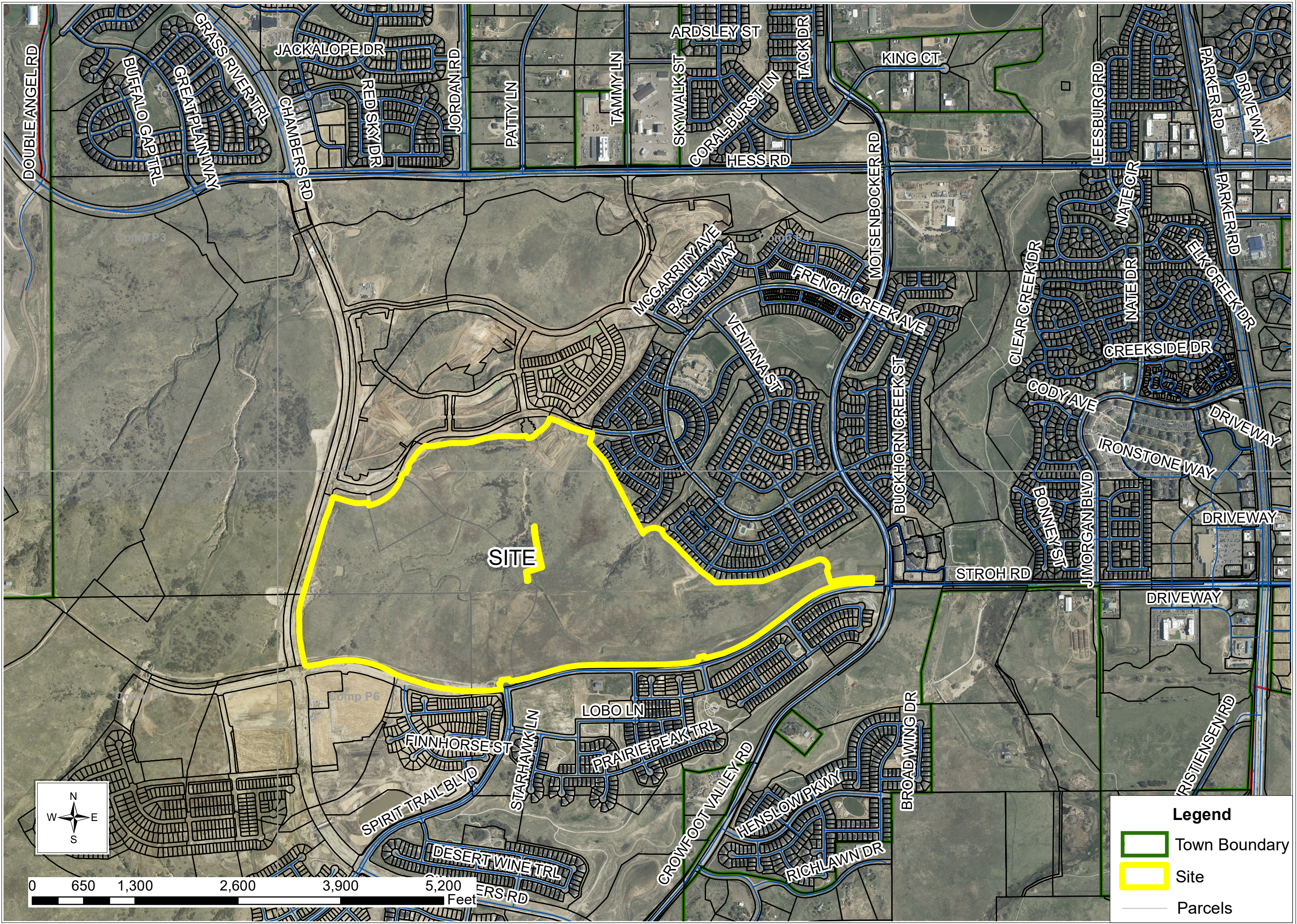
1. Vicinity Map
2. Anthology North PD Amd 6
3. Ordinance No. 3.308.4

RECOMMENDED MOTION

I move to approve Ordinance No. 3.308.4 on first reading and to schedule second reading for October 7, 2024, as part of the consent agenda.

Anthology North PD Amendment No. 6

Rezoning



ANTHOLOGY NORTH DEVELOPMENT PLAN

AMENDMENT NO. 6

COUNTY OF DOUGLAS, STATE OF COLORADO

1207.9 ACRES - 3,305 UNITS

- NOTES:
- THE 3,305 TOTAL DWELLING UNIT COUNT INCLUDES PA 11 AND PA 12.
 - "NET ACRES" FOR DU PARCELS EQUALS GROSS ACRES MINUS ROADS, 100' BUFFER ALONG CHAMBERS ROAD AND UTILITY EASEMENTS, AS SHOWN ON THE PLAN.
 - "NET ACRES" FOR PARKS AND OPEN SPACE EQUALS GROSS ACRES MINUS ROADS, AS SHOWN ON THE PLAN.
 - ALL TRAILS TO BE OPEN AND ACCESSIBLE TO THE PUBLIC.
 - ALL PROPOSED COLLECTOR STREETS ARE CONCEPTUAL ONLY. FINAL ALIGNMENTS ARE SUBJECT TO FINAL PARCEL PLANNING AND TRAFFIC ANALYSIS.
 - ADDITIONAL TRAIL CONNECTIONS SHALL BE EVALUATED AT THE TIME OF SUBDIVISION PLAT.
 - GREAT PLAIN WAY FROM HESS ROAD TO CHAMBERS ROAD WILL BE A 3-LANE COLLECTOR.
 - THE ANNEXATION REQUIREMENT FOR PROVIDING A MINIMUM OF 47.32 ACRES OF DEVELOPED PARK SITES IS SATISFIED WITH 49.95 ACRES PROVIDED BY PA-21, PA-32 AND PA-44.
 - 28.53 ACRES OF OPEN SPACE FROM THE ANTHOLOGY NORTH PD HAS ALREADY BEEN DEDICATED TO THE CHERRY CREEK SOUTH METRO DISTRICT 4.
 - THE ANNEXATION REQUIREMENT FOR 240.90 GROSS ACRES OF OPEN SPACE IS PROPOSED TO BE SATISFIED WITH 285.27 ACRES PLUS 28.53 ACRES OF OPEN SPACE THAT HAS ALREADY BEEN DEDICATED.
 - AMENDMENT NO. 5 IS LIMITED TO THE REMOVAL OF THE NORTH-SOUTH TRAIL CONNECTION WITHIN THE OPEN SPACE ADJACENT TO PLANNING AREAS 11 AND 13.
 - AMENDMENT NO. 6 IS LIMITED TO THE TRANSFER OF 26 RESIDENTIAL UNITS FROM PA-46 TO PA-44.

LAND PLANNING:



pcsgroup inc. www.pcsgroupco.com
#3, 3180 Independence Plaza
1007 16th Street, Denver, CO 80202
1.303.531.4905 | 1.303.531.4908

ENGINEERING:

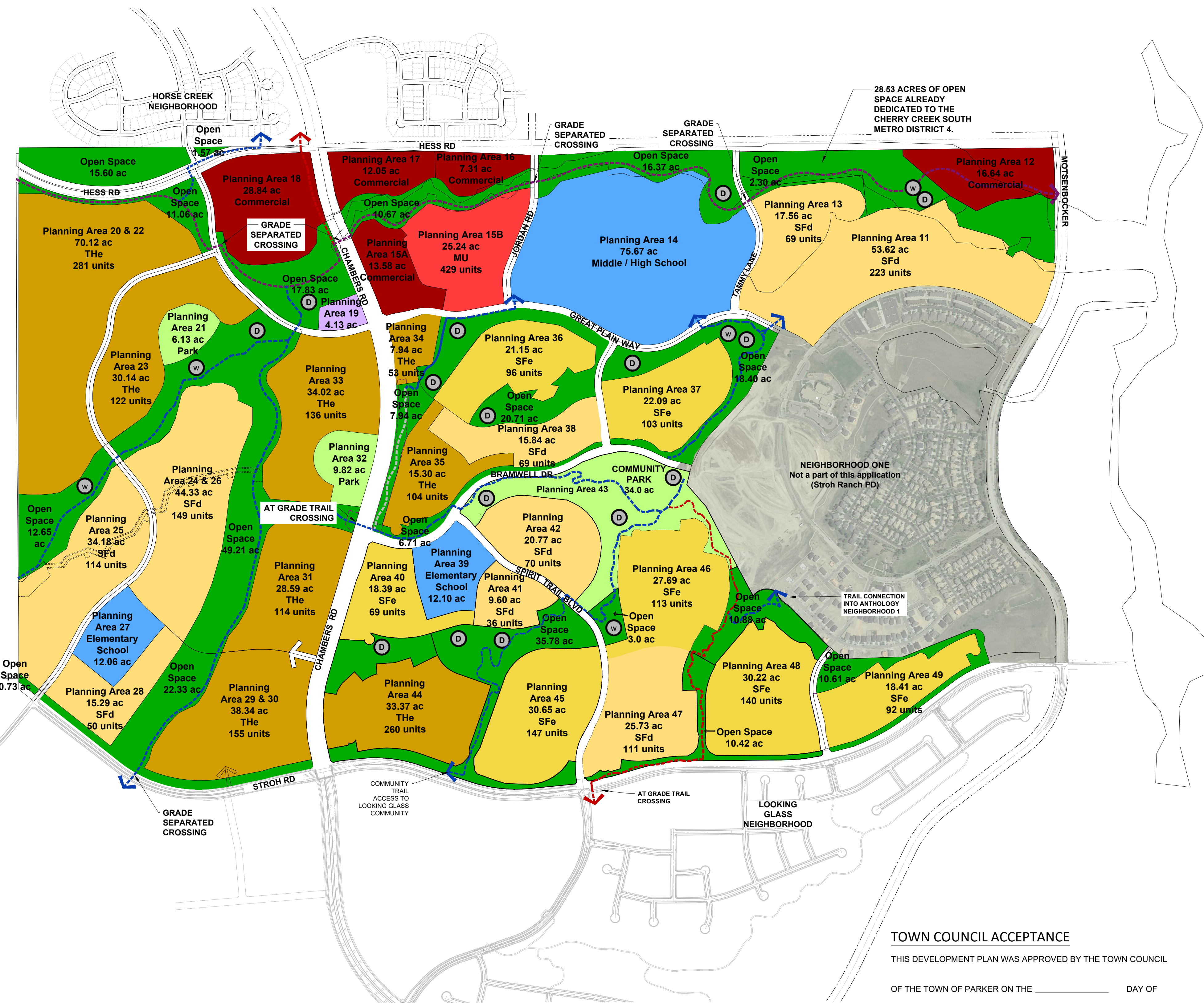


10333 E. DRY CREEK RD.
#240
ENGLEWOOD, CO 80112
720-482-9526

PREPARED FOR:

OEO, LLC
7353 SOUTH ALTON WAY
CENTENNIAL, CO 80112
303.770.9111

ANTHOLOGY
PARKER, COLORADO



ANTHOLOGY DEVELOPMENT CHART						
	Parcel #	Land Use	Gross Acres	Max. Density (per Dev. Guide)	Net Area	DU (Shown on Plan)
	Pa - 11	SfD	53.62	4.5	52.81	223
	Pa - 12	Commercial	16.64	22.00	15.91	-
	Pa - 13	SfE	17.56	6.00	16.91	69
	Pa - 14	School	75.67	-	71.44	-
	Pa - 15A	Commercial	11.02	22.00	8.89	-
	Pa - 15B	MU	27.81	22.00	25.96	429
	Pa - 16	Commercial	7.31	22.00	7.19	-
	Pa - 17	Commercial	12.05	22.00	10.27	-
	Pa - 18	Commercial	28.84	22.00	25.27	-
	Pa - 19	Fire Station	4.13	-	3.00	-
	Pa - 20 & 22	THe	70.12	14.00	68.04	281
	Pa - 21	Park	6.13	-	6.13	-
	Pa - 23	THe	30.14	14.00	27.44	122
	Pa - 24 & 26	SfD	44.33	4.50	42.58	149
	Pa - 25	SfD	34.18	4.50	31.88	114
	Pa - 27	School	12.06	-	10.9	-
	Pa - 28	SfD	15.29	4.50	14.69	50
	Pa - 29 & 30	THe	38.34	14.00	35.55	155
	Pa - 31	THe	28.59	14.00	25.23	114
	Pa - 32	Park	9.82	-	8.34	-
	Pa - 33	THe	34.02	14.00	31.24	136
	Pa - 34	THe	7.94	14.00	5.95	53
	Pa - 35	THe	15.30	14.00	15.3	104
	Pa - 36	SfE	21.17	6.00	21.17	96
	Pa - 37	SfE	22.09	6.00	21.62	103
	Pa - 38	SfD	15.84	4.50	15.44	69
	Pa - 39	School	12.10	-	10.93	-
	Pa - 40	SfE	18.39	6.00	15.65	69
	Pa - 41	SfD	9.60	4.50	8.99	36
	Pa - 42	SfD	20.77	4.50	19.73	70
	Pa - 43	Park	34.00	-	31.55	-
	Pa - 44	THe	33.37	14.00	32.02	260
	Pa - 45	SfE	30.65	6.00	29.70	147
	Pa - 46	SfE	27.83	6.00	27.72	113
	Pa - 47	SfD	25.73	4.50	24.64	111
	Pa - 48	SfE	30.22	6.00	29.44	140
	Pa - 49	SfE	18.41	6.00	17.85	92
	Subtotal		921.08	-	867.37	3,305

LAND USE	Gross Acres	Max. Density (per Dev. Guide)	Net Acres	DU (Shown on Plan)
MU	27.81	-	25.96	429
Residential	663.50	-	631.59	2,876
Open Space	285.96	-	243.80	
Parks	49.95	-	46.02	
Schools	99.83	-	93.27	
Fire Station	4.13	-	3.00	
Commercial	75.86	-	67.53	
TOTALS	1207.04		1,111.17	3,305
SfE Total	186.32	6.00	180.06	829
SfD Total	219.36	4.50	210.76	822
THe Total	257.82	14.00	240.77	1,225
MU Total	27.81	22.00	25.96	429
TOTALS	691.31		657.55	3,305

LEGEND

- FLOODPLAIN
- COMMUNITY TRAIL WITHIN THE 100' CHAMBERS ROAD SETBACK
- PROPOSED COMMUNITY TRAIL (10' WIDE CONCRETE SURFACE)
- PROPOSED REGIONAL TRAIL (10' WIDE CONCRETE SURFACE)
- ARAPAHOE CANAL TRAIL
- WELL SITE (ACTUAL LOCATIONS TO BE DETERMINED, WELL SITES ARE SUBJECT TO USE BY SPECIAL REVIEW.)
- DETENTION (ACTUAL LOCATIONS TO BE DETERMINED)

PROPERTY OWNER SIGNATURE:

North Parker Investments, LLC.
By: Anthology Management, L.L.C., Manager
By: Scott Seldin, Sole Member

Signature:

Date:

Title:

TOWN COUNCIL ACCEPTANCE

THIS DEVELOPMENT PLAN WAS APPROVED BY THE TOWN COUNCIL

OF THE TOWN OF PARKER ON THE _____ DAY OF _____

_____ 20 ____ FOR THE PROPERTY DESCRIBED AS

ANTHOLOGY NORTH PLANNED DEVELOPMENT SIXTH AMENDMENT.

THE ZONING INFORMATION SHOWN HERON WAS CONFIRMED WITH THE

ADOPTION OF ORDINANCE NO. _____

MAYOR, TOWN OF PARKER
ATTEST:

TOWN CLERK

PLANNING COMMISSION ACCEPTANCE

THIS DEVELOPMENT PLAN WAS REVIEWED AND RECOMMENDED FOR

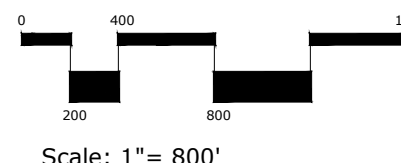
APPROVAL BY THE TOWN OF PARKER PLANNING COMMISSION

FOLLOWING A PUBLIC HEARING HELD ON _____

COMMUNITY DEVELOPMENT DIRECTOR, ON BEHALF OF THE

TOWN OF PARKER PLANNING COMMISSION

north



DRAWN BY:

JP

SCALE:

AS SHOWN

SUBMITTED ON:

1/22/2024

1 of 1

ORDINANCE NO. 3.308.4, Series of 2024

TITLE: A BILL FOR AN ORDINANCE TO AMEND THE ANTHOLOGY NORTH DEVELOPMENT PLAN AMENDMENT NO. 5 PURSUANT TO THE TOWN OF PARKER LAND DEVELOPMENT ORDINANCE, AND AMENDING THE ZONING ORDINANCE AND MAP TO CONFORM THEREWITH

WHEREAS, on May 5, 2014, Town Council passed Ordinance No. 3.308, Series of 2014, approving the Anthology North Development Plan and which was recorded in the Office of the Douglas County Clerk and Recorder on January 6, 2015, at Reception No. 2015001479 (the “Development Plan”);

WHEREAS, on September 21, 2015, Town Council passed Ordinance No. 3.308.1, Series of 2015, approving Anthology North Plan Amendment No. 1, which amended the original Development Plan, and which was recorded in the Office of the Douglas County Clerk and Recorder on December 15, 2015, at Reception No. 2015089144;

WHEREAS, on November 16, 2020, Town Council passed Ordinance No. 3.308.2, Series of 2020, approving Anthology North Plan Amendment No. 2, which amended Anthology North Plan Amendment No. 1, and which was recorded in the Office of the Douglas County Clerk and Recorder on December 10, 2020, at Reception No. 2020121823;

WHEREAS, on September 7, 2021, Town Council passed Ordinance No. 3.308.3, Series of 2021, approving Anthology North Plan Amendment No. 3, which amended Anthology North Plan Amendment No. 2, and which was recorded in the Office of the Douglas County Clerk and Recorder on September 9, 2021, at Reception No. 2021103995;

WHEREAS, on March 16, 2022, the Town administratively approved Anthology North Plan Amendment No. 4, which amended Anthology North Plan Amendment No. 3, and which was recorded in the Office of the Douglas County Clerk and Recorder, on March 21, 2022, at Reception No. 2022020233, pursuant to the Town of Parker Land Development Ordinance, in order to adjust a firehouse location; and

WHEREAS, on October 6, 2022, the Town administratively approved Anthology North Plan Amendment No. 5, which amended Anthology North Plan Amendment No. 4, and which was recorded in the Office of the Douglas County Clerk and Recorder on October 14, 2022, at Reception No. 2022067138, pursuant to the Town of Parker Land Development Ordinance, for a trail adjustment.

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

Section 1. Finding of Fact.

a. Application has been made for amending the PD-Planned Development zoning for the “Anthology North Development Plan Amendment No. 5,” administratively approved by

the Town on October 6, 2022, and recorded in the Office of the Douglas County Clerk and Recorder on October 14, 2022, at Reception No. 2022067138, pursuant to the Town of Parker Land Development Ordinance.

b. Public notice has been given of such zoning by publication on the Town's website at least fifteen (15) days prior to the public hearing of such zoning.

c. Written notice was sent by first class mail to all owners of property that abut the Property, at least fifteen (15) days prior to the public hearing.

d. Notice of such proposed hearing was posted on the Property for fifteen (15) consecutive days prior to said hearing.

e. The requirements contained in Section 13.03.040(n) of the Parker Land Development Ordinance for amending the PD-Planned Development zoning the property described in **Exhibit A**, which is attached hereto and incorporated by this reference (the "Property"), have been satisfied.

Section 2. Amendment of Development Plan. The Anthology North Development Plan Amendment No. 5 for the Property is hereby amended as provided in the "Anthology North Development Plan Amendment No. 6," which is attached hereto as **Exhibit B** and incorporated by this reference.

Section 3. Amendment of Zoning Ordinance and Map. The Zoning Ordinance and Zoning Map are hereby amended to conform with the zoning change to the property.

Section 4. No Vested Property Rights. Approval of this Ordinance does not create a vested property right. Vested property rights may arise and accrue pursuant to the provisions of Ordinance No. 3.65.1, as amended, of the Town of Parker.

Section 5. Safety Clause. The Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Parker, that it is promulgated for the health, safety and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Town Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained. The Town Council further finds that the title to this Ordinance was posted in two public places two days before the Town Council meeting, as provided by Section 7.5e. of the Town of Parker Home Rule Charter.

Section 6. Severability. If any clause, sentence, paragraph or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

Section 7. 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 A

LTG Policy No. PIB70378536*2

Our Order No. ABC70378536*2

LEGAL DESCRIPTION**PARCEL C:**

A PARCEL OF LAND BEING A PART OF SECTIONS 32 AND 33, TOWNSHIP 6 SOUTH, RANGE 66 WEST AND A PART OF SECTIONS 4, 5 AND 6, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 4,
THENCE SOUTH 89 DEGREES 14 MINUTES 11 SECONDS WEST, A DISTANCE OF 72.69 FEET TO
A POINT ON THE WESTERLY RIGHT OF WAY OF CROWFOOT VALLEY ROAD, AS RECORDED IN
THE DOUGLAS COUNTY SURVEYOR'S LAND SURVEY PLATS/RIGHT OF WAY SURVEYS, SURVEY
NO. LSP-2474;

THENCE NORTH 00 DEGREES 12 MINUTES 58 SECONDS EAST, ALONG THE WESTERLY RIGHT OF
WAY OF SAID CROWFOOT VALLEY ROAD, A DISTANCE OF 21.60 FEET TO THE POINT OF
BEGINNING;

THENCE NORTH 89 DEGREES 30 MINUTES 54 SECONDS WEST, A DISTANCE OF 314.70 FEET TO
A POINT OF CURVATURE;

THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 32
DEGREES 01 MINUTES 27 SECONDS, A RADIUS OF 1,070.97 FT, AND AN ARC LENGTH OF
598.59 FEET, (CHORD BEARS SOUTH 74 DEGREES 28 MINUTES 22 SECONDS WEST, A
DISTANCE OF 590.83 FEET);

THENCE SOUTH 54 DEGREES 06 MINUTES 08 SECONDS WEST, A DISTANCE OF 556.22
FEET;

THENCE SOUTH 52 DEGREES 19 MINUTES 22 SECONDS WEST, A DISTANCE OF 242.53 FEET TO
A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL
ANGLE OF 24 DEGREES 24 MINUTES 53 SECONDS, A RADIUS OF 2,197.49 FEET, AND AN
ARC LENGTH OF 936.39 FEET, (CHORD BEARS SOUTH 66 DEGREES 58 MINUTES 35 SECONDS
WEST, A DISTANCE OF 929.33 FEET) TO A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL
ANGLE OF 02 DEGREES 43 MINUTES 59 SECONDS, A RADIUS OF 11,639.30 FEET, AND AN
ARC LENGTH OF 555.20 FEET, (CHORD BEARS SOUTH 85 DEGREES 41 MINUTES 11 SECONDS
WEST, A DISTANCE OF 555.17 FEET);

THENCE NORTH 89 DEGREES 40 MINUTES 01 SECONDS WEST, A DISTANCE OF 307.11
FEET;

THENCE SOUTH 89 DEGREES 32 MINUTES 44 SECONDS WEST, A DISTANCE OF 543.29 FEET TO
A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL
ANGLE OF 20 DEGREES 01 MINUTES 18 SECONDS, A RADIUS OF 1,374.23 FEET, AND AN
ARC LENGTH OF 480.22 FT, (CHORD BEARS SOUTH 79 DEGREES 53 MINUTES 13 SECONDS
WEST, A DISTANCE OF 477.78 FEET);

THENCE SOUTH 74 DEGREES 13 MINUTES 58 SECONDS WEST, A DISTANCE OF 480.67 FEET TO
A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL
ANGLE OF 25 DEGREES 57 MINUTES 29 SECONDS, A RADIUS OF 2408.42 FEET, AND AN ARC
LENGTH OF 1,091.14 FEET, (CHORD BEARS NORTH 88 DEGREES 01 MINUTES 55 SECONDS
WEST, A DISTANCE OF 1,081.84 FEET);

THENCE NORTH 71 DEGREES 26 MINUTES 34 SECONDS WEST, A DISTANCE OF 415.03 FEET TO
A POINT OF NON-TANGENT CURVATURE;

LTG Policy No. PIB70378536*2

Our Order No. ABC70378536*2

LEGAL DESCRIPTION

THENCE ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 50 DEGREES 07 MINUTES 52 SECONDS, A RADIUS OF 1142.75 FEET, AND AN ARC LENGTH OF 999.85 FEET, (CHORD BEARS NORTH 81 DEGREES 36 MINUTES 30 SECONDS WEST, A DISTANCE OF 968.27 FEET);

THENCE SOUTH 81 DEGREES 02 MINUTES 05 SECONDS WEST, A DISTANCE OF 1,141.54 FEET TO A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 62 DEGREES 35 MINUTES 02 SECONDS, A RADIUS OF 1,265.85 FEET, AND AN ARC LENGTH OF 1382.68 FEET, (CHORD BEARS NORTH 79 DEGREES 28 MINUTES 34 SECONDS WEST, A DISTANCE OF 1,314.97 FEET);

THENCE NORTH 55 DEGREES 15 MINUTES 32 SECONDS WEST, A DISTANCE OF 412.26 FEET;

THENCE NORTH 52 DEGREES 02 MINUTES 09 SECONDS WEST, A DISTANCE OF 651.65 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 11 DEGREES 18 MINUTES 24 SECONDS, A RADIUS OF 1335.23 FEET, AND AN ARC LENGTH OF 263.49 FEET, (CHORD BEARS NORTH 57 DEGREES 41 MINUTES 21 SECONDS WEST, A DISTANCE OF 263.06 FEET) TO A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 6;

THENCE NORTH 89 DEGREES 24 MINUTES 48 SECONDS EAST, ALONG SAID NORTH LINE, A DISTANCE OF 135.95 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 32 MONUMENTED BY A 2 1/2" ALUMINUM CAP STAMPED: LS 22088;

THENCE NORTH 00 DEGREES 11 MINUTES 12 SECONDS WEST, ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 32, A DISTANCE OF 2,662.24 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 32 MONUMENTED BY A STONE MATCHING MONUMENT RECORDS;

THENCE NORTH 00 DEGREES 12 MINUTES 52 SECONDS EAST, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 32, A DISTANCE OF 2,659.46 FEET TO THE NORTHWEST CORNER OF SAID SECTION 32 MONUMENTED BY A 3 1/2" ALUMINUM CAP STAMPED: LS 28286;

THENCE NORTH 89 DEGREES 43 MINUTES 54 SECONDS EAST, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 32, A DISTANCE OF 1,693.37 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY OF HESS ROAD;

THENCE ALONG SAID SOUTHERLY RIGHT OF WAY THE FOLLOWING TWENTY (20) COURSES:

1. ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 15 DEGREES 55 MINUTES 25 SECONDS, A RADIUS OF 335.00 FEET, AND AN ARC LENGTH OF 93.11 FEET, (CHORD BEARS SOUTH 28 DEGREES 57 MINUTES 53 SECONDS EAST, A DISTANCE OF 92.80 FEET);
2. SOUTH 36 DEGREES 55 MINUTES 38 SECONDS EAST, A DISTANCE OF 115.29 FEET TO A POINT OF NON-TANGENT CURVATURE;
3. ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 01 DEGREES 41 MINUTES 07 SECONDS, A RADIUS OF 789.50 FEET, AND AN ARC LENGTH OF 93.22 FEET, (CHORD BEARS SOUTH 49 DEGREES 41 MINUTES 21 SECONDS WEST, A DISTANCE OF 23.22 FEET);
4. SOUTH 41 DEGREES 09 MINUTES 12 SECONDS EAST, A DISTANCE OF 89.50 FEET TO A POINT OF NON-TANGENT CURVATURE;
5. ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 40 DEGREES 31 MINUTES 44 SECONDS, A RADIUS OF 700.00 FEET, AND AN ARC LENGTH

LTG Policy No. PIB70378536*2

Our Order No. ABC70378536*2

LEGAL DESCRIPTION

OF 495.15 FEET, (CHORD BEARS NORTH 69 DEGREES 06 MINUTES 40 SECONDS EAST, A DISTANCE OF 484.89 FEET);

6. NORTH 89 DEGREES 22 MINUTES 32 SECONDS EAST, A DISTANCE OF 137.07 FEET;

7. NORTH 88 DEGREES 06 MINUTES 09 SECONDS EAST, A DISTANCE OF 145.43 FEET;

8. NORTH 85 DEGREES 33 MINUTES 26 SECONDS EAST, A DISTANCE OF 113.19 FEET;

9. NORTH 88 DEGREES 06 MINUTES 09 SECONDS EAST, A DISTANCE OF 243.94 FEET;

10. SOUTH 51 DEGREES 12 MINUTES 49 SECONDS EAST, A DISTANCE OF 75.83 FEET;

11. SOUTH 10 DEGREES 31 MINUTES 47 SECONDS EAST, A DISTANCE OF 322.84 FEET TO A POINT OF CURVATURE;

12. ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 01 DEGREES 01 MINUTES 03 SECONDS, A RADIUS OF 1,285.00 FEET, AND AN ARC LENGTH OF 22.82 FEET, (CHORD BEARS SOUTH 11 DEGREES 02 MINUTES 19 SECONDS EAST, A DISTANCE OF 22.82 FEET);

13. NORTH 78 DEGREES 27 MINUTES 10 SECONDS EAST, A DISTANCE OF 170.00 FEET TO A POINT OF NON-TANGENT CURVATURE;

14. ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 01 DEGREES 01 MINUTES 03 SECONDS, A RADIUS OF 1,115.00 FEET, AND AN ARC LENGTH OF 19.80 FEET, (CHORD BEARS NORTH 11 DEGREES 02 MINUTES 19 SECONDS WEST, A DISTANCE OF 19.80 FEET);

15. NORTH 10 DEGREES 31 MINUTES 47 SECONDS WEST, A DISTANCE OF 297.03 FEET;

16. NORTH 38 DEGREES 47 MINUTES 11 SECONDS EAST, A DISTANCE OF 65.19 FEET;

17. NORTH 88 DEGREES 06 MINUTES 09 SECONDS EAST, A DISTANCE OF 712.96 FEET TO A POINT OF CURVATURE;

18. ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 04 DEGREES 19 MINUTES 28 SECONDS, A RADIUS OF 5,661.50 FEET, AND AN ARC LENGTH OF 427.31 FEET, (CHORD BEARS SOUTH 89 DEGREES 44 MINUTES 07 SECONDS EAST, A DISTANCE OF 427.20 FEET);

19. SOUTH 87 DEGREES 34 MINUTES 23 SECONDS EAST, A DISTANCE OF 829.68 FEET TO A POINT OF CURVATURE;

20. ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 03 DEGREES 01 MINUTES 07 SECONDS, A RADIUS OF 2,360.50 FEET, AND AN ARC LENGTH OF 124.36 FEET, (CHORD BEARS SOUTH 89 DEGREES 04 MINUTES 57 SECONDS EAST, A DISTANCE OF 124.35 FEET);

THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT OF WAY THE FOLLOWING SEVEN (7) COURSES:

1. ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 02 DEGREES 08 MINUTES 58 SECONDS, A RADIUS OF 2,360.50 FEET, AND AN ARC LENGTH OF 88.55 FEET, (CHORD BEARS NORTH 88 DEGREES 19 MINUTES 58 SECONDS EAST, A DISTANCE OF 88.55 FEET);

2. NORTH 87 DEGREES 15 MINUTES 29 SECONDS EAST, A DISTANCE OF 352.50 FEET;

3. NORTH 02 DEGREES 44 MINUTES 31 SECONDS WEST, A DISTANCE OF 7.50 FEET;

4. NORTH 87 DEGREES 15 MINUTES 29 SECONDS EAST, A DISTANCE OF 290.82 FEET TO A POINT OF CURVATURE;

5. ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 02 DEGREES 19 MINUTES 07 SECONDS, A RADIUS OF 2,945.00 FEET, AND AN ARC LENGTH OF 119.18 FEET, (CHORD BEARS NORTH 88 DEGREES 25 MINUTES 02 SECONDS EAST, A DISTANCE OF 119.17 FEET) TO A POINT ON A LINE BEING 70 FEET SOUTHERLY OF THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 23;

LTC Policy No. PIB70378536*2

Our Order No. ABC70378536*2

LEGAL DESCRIPTION

6. NORTH 89 DEGREES 34 MINUTES 38 SECONDS EAST, PARALLEL WITH AND 70 FEET SOUTHERLY OF SAID NORTH LINE, A DISTANCE OF 1,799.34 FEET TO THE EAST LINE OF SAID NORTHWEST QUARTER;

7. NORTH 89 DEGREES 34 MINUTES 39 SECONDS EAST, PARALLEL WITH AND 70 FEET SOUTHERLY OF THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 2,579.25 FEET TO THE WESTERLY LINE OF STROH RANCH FILING NO. 11 AS RECORDED AT RECEPTION NO. 99012788 OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE, SAID POINT ALSO BEING THE WESTERLY RIGHT OF WAY LINE OF MOTSENBOCKER ROAD;

THENCE ALONG THE WESTERLY RIGHT OF WAY OF SAID MOTSENBOCKER ROAD THE FOLLOWING THREE (3) COURSES:

1. THENCE SOUTH 03 DEGREES 33 MINUTES 30 SECONDS EAST, A DISTANCE OF 256.18 FEET TO A POINT OF CURVATURE;
2. ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 03 DEGREES 46 MINUTES 16 SECONDS, A RADIUS OF 760.00 FEET, AND AN ARC LENGTH OF 50.02 FEET, (CHORD BEARS SOUTH 01 DEGREES 40 MINUTES 22 SECONDS EAST, A DISTANCE OF 50.01 FEET);
3. SOUTH 00 DEGREES 12 MINUTES 46 SECONDS WEST, A DISTANCE OF 218.19 FEET;

THENCE NORTH 89 DEGREES 47 MINUTES 14 SECONDS WEST, A DISTANCE OF 35.00 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 53 DEGREES 08 MINUTES 20 SECONDS, A RADIUS OF 175.00 FEET, AND AN ARC LENGTH OF 162.30 FEET, (CHORD BEARS NORTH 63 DEGREES 13 MINUTES 04 SECONDS WEST, A DISTANCE OF 156.55 FEET);

THENCE SOUTH 65 DEGREES 32 MINUTES 00 SECONDS WEST, A DISTANCE OF 90.91 FEET;

THENCE SOUTH 77 DEGREES 51 MINUTES 49 SECONDS WEST, A DISTANCE OF 101.33 FEET;

THENCE SOUTH 86 DEGREES 15 MINUTES 55 SECONDS WEST, A DISTANCE OF 130.98 FEET;

THENCE SOUTH 79 DEGREES 36 MINUTES 20 SECONDS WEST, A DISTANCE OF 114.37 FEET;

THENCE SOUTH 67 DEGREES 16 MINUTES 44 SECONDS WEST, A DISTANCE OF 92.37 FEET;

THENCE SOUTH 65 DEGREES 03 MINUTES 57 SECONDS WEST, A DISTANCE OF 146.84 FEET;

THENCE NORTH 59 DEGREES 52 MINUTES 53 SECONDS WEST, A DISTANCE OF 311.08 FEET;

THENCE SOUTH 63 DEGREES 53 MINUTES 55 SECONDS WEST, A DISTANCE OF 712.05 FEET;

THENCE NORTH 86 DEGREES 38 MINUTES 38 SECONDS WEST, A DISTANCE OF 480.66 FEET;

THENCE SOUTH 43 DEGREES 43 MINUTES 39 SECONDS WEST, A DISTANCE OF 865.32 FEET TO A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 67 DEGREES 55 MINUTES 20 SECONDS, A RADIUS OF 175.00 FEET, AND AN ARC

LTG Policy No. PIB70378536*2

Our Order No. ABC70378536*2

LEGAL DESCRIPTION

LENGTH OF 207.46 FEET, (CHORD BEARS SOUTH 73 DEGREES 16 MINUTES 15 SECONDS WEST, A DISTANCE OF 195.52 FEET);
 THENCE SOUTH 34 DEGREES 33 MINUTES 03 SECONDS WEST, A DISTANCE OF 242.55 FEET;
 THENCE SOUTH 22 DEGREES 45 MINUTES 33 SECONDS WEST, A DISTANCE OF 70.00 FEET;
 THENCE SOUTH 67 DEGREES 14 MINUTES 27 SECONDS EAST, A DISTANCE OF 22.61 FEET TO A POINT OF CURVATURE;
 THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 20 DEGREES 57 MINUTES 39 SECONDS, A RADIUS OF 465.00 FEET, AND AN ARC LENGTH OF 170.11 FEET, (CHORD BEARS SOUTH 56 DEGREES 45 MINUTES 38 SECONDS EAST, A DISTANCE OF 169.17 FEET);
 THENCE SOUTH 46 DEGREES 16 MINUTES 48 SECONDS EAST, A DISTANCE OF 125.78 FEET TO A POINT OF CURVATURE;
 THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 03 DEGREES 45 MINUTES 35 SECONDS, A RADIUS OF 335.00 FEET, AND AN ARC LENGTH OF 21.98 FEET, (CHORD BEARS SOUTH 48 DEGREES 09 MINUTES 36 SECONDS EAST, A DISTANCE OF 21.98 FEET);
 THENCE SOUTH 46 DEGREES 01 MINUTES 59 SECONDS EAST, A DISTANCE OF 25.04 FEET TO A POINT ON THE NORTHERLY LINE OF STROH RANCH FILING NO. 18A AS RECORDED AT RECEPTION NO. 2003022326 OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE;
 THENCE SOUTH 27 DEGREES 34 MINUTES 49 SECONDS WEST, ALONG THE NORTHERLY LINE OF SAID STROH RANCH FILING NO. 18A, A DISTANCE OF 203.52 FEET TO A POINT ON THE WESTERLY LINE OF STROH RANCH FILING NO. 18A AS RECORDED AT RECEPTION NO. 2003092248 OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE;
 THENCE ALONG THE WESTERLY LINE OF SAID STROH RANCH FILING NO. 18B, THE FOLLOWING SIX (6) COURSES:

1. SOUTH 27 DEGREES 34 MINUTES 49 SECONDS WEST, A DISTANCE OF 405.99 FEET;
2. SOUTH 42 DEGREES 57 MINUTES 30 SECONDS WEST, A DISTANCE OF 600.52 FEET;
3. SOUTH 37 DEGREES 28 MINUTES 51 SECONDS WEST, A DISTANCE OF 217.29 FEET;
4. SOUTH 14 DEGREES 16 MINUTES 53 SECONDS WEST, A DISTANCE OF 318.98 FEET;
5. SOUTH 40 DEGREES 44 MINUTES 41 SECONDS EAST, A DISTANCE OF 298.72 FEET;
6. SOUTH 27 DEGREES 11 MINUTES 54 SECONDS EAST, A DISTANCE OF 875.11 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF STROH RANCH FILING NO. 17C AS RECORDED AT RECEPTION NO. 2003092246 OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE;

THENCE ALONG THE SOUTHWESTERLY LINE OF SAID STROH RANCH FILING NO. 17C, THE FOLLOWING SEVEN (7) COURSES:

1. SOUTH 27 DEGREES 11 MINUTES 54 SECONDS EAST, A DISTANCE OF 154.51 FEET TO A POINT OF NON-TANGENT CURVATURE;
2. ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 91 DEGREES 10 MINUTES 03 SECONDS, A RADIUS OF 175.00 FEET, AND AN ARC LENGTH OF 278.46 FEET, (CHORD BEARS NORTH 82 DEGREES 07 MINUTES 28 SECONDS EAST, A DISTANCE OF 250.00 FEET);
3. SOUTH 00 DEGREES 53 MINUTES 54 SECONDS WEST, A DISTANCE OF 23.45 FEET;
4. SOUTH 34 DEGREES 07 MINUTES 59 SECONDS EAST, A DISTANCE OF 67.94 FEET;

LTG Policy No. PIB70378536*2

Our Order No. ABC70378536*2

LEGAL DESCRIPTION

5. SOUTH 52 DEGREES 25 MINUTES 22 SECONDS EAST, A DISTANCE OF 120.48 FEET;
 6. SOUTH 43 DEGREES 41 MINUTES 47 SECONDS EAST, A DISTANCE OF 468.56 FEET;
 7. SOUTH 50 DEGREES 01 MINUTES 36 SECONDS EAST, A DISTANCE OF 74.07 FEET TO THE
 SOUTHWESTERLY CORNER OF STROH RANCH FILING NO. 17B AS RECORDED AT RECEPTION NO.
 2003092244 OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE;

THENCE ALONG THE SOUTHWESTERLY LINE OF SAID STROH RANCH FILING NO. 17B, THE
 FOLLOWING SEVEN (7) COURSES:

1. SOUTH 50 DEGREES 01 MINUTES 36 SECONDS EAST, A DISTANCE OF 202.61 FEET;
 2. NORTH 88 DEGREES 12 MINUTES 52 SECONDS EAST, A DISTANCE OF 600.55 FEET;
 3. NORTH 68 DEGREES 31 MINUTES 42 SECONDS EAST, A DISTANCE OF 738.42 FEET TO A
 POINT OF CURVATURE;
 4. ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 140
 DEGREES 27 MINUTES 40 SECONDS, A RADIUS OF 100.00 FEET, AND AN ARC LENGTH OF
 245.15 FEET, (CHORD BEARS SOUTH 41 DEGREES 14 MINUTES 28 SECONDS EAST, A
 DISTANCE OF 188.21 FEET);
 5. SOUTH 17 DEGREES 29 MINUTES 20 SECONDS EAST, A DISTANCE OF 149.94 FEET TO A
 POINT OF NON-TANGENT CURVATURE;
 6. ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE
 OF 17 DEGREES 22 MINUTES 04 SECONDS, A RADIUS OF 1,100.00 FEET, AND AN ARC
 LENGTH OF 333.44 FEET, (CHORD BEARS NORTH 81 DEGREES 11 MINUTES 42 SECONDS
 EAST, A DISTANCE OF 332.16 FEET);
 7. NORTH 89 DEGREES 52 MINUTES 44 SECONDS EAST, A DISTANCE OF 363.34 FEET TO A
 POINT ON THE WESTERLY RIGHT OF WAY LINE OF MOTSENBOCKER ROAD;

THENCE SOUTH 00 DEGREES 12 MINUTES 58 SECONDS WEST, ALONG SAID WESTERLY RIGHT OF
 WAY LINE, A DISTANCE OF 103.80 FEET TO THE POINT OF BEGINNING.

EXCEPT THOSE PORTIONS CONVEYED TO THE TOWN OF PARKER BY DEEDS RECORDED APRIL 26,
 2005 UNDER RECEPTION NO. 2005036076 AND FEBRUARY 25, 2009 UNDER RECEPTION NO.
 2009012692 AND FEBRUARY 15, 2012 UNDER RECEPTION NO. 2012010974.

ALSO EXCEPT THAT PORTION LYING WITHIN TRACT A-1 OF STROH RANCH FILING NO. 17B,
 1ST AMENDMENT ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 3, 2006 UNDER
 RECEPTION NO. 2006085225.

OUT PARCEL C:

A PARCEL OF LAND BEING A PART OF NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 6
 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE
 OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 32;
 THENCE SOUTH 89 DEGREES 43 MINUTES 54 SECONDS WEST, ALONG THE NORTH LINE OF THE
 NORTHWEST QUARTER OF SAID SECTION 32, A DISTANCE OF 519.56 FEET TO A POINT OF
 NON-TANGENT CURVATURE BEING THE POINT OF BEGINNING;

THENCE ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL
 ANGLE OF 22 DEGREES 45 MINUTES 46 SECONDS, A RADIUS OF 801.50 FEET, AND AN ARC

LTG Policy No. PIB70378536*2

Our Order No. ABC70378536*2

LEGAL DESCRIPTION

LENGTH OF 318.42 FEET, (CHORD BEARS SOUTH 66 DEGREES 57 MINUTES 25 SECONDS WEST, A DISTANCE OF 316.33 FEET);
THENCE NORTH 36 DEGREES 55 MINUTES 38 SECONDS WEST, A DISTANCE OF 103.28 FEET TO A POINT OF CURVATURE;
THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 10 DEGREES 04 MINUTES 15 SECONDS, A RADIUS OF 265.00 FEET, AND AN ARC LENGTH OF 46.58 FEET, (CHORD BEARS NORTH 31 DEGREES 53 MINUTES 34 SECONDS WEST, A DISTANCE OF 46.51 FEET) TO A POINT ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 32;
THENCE NORTH 89 DEGREES 43 MINUTES 54 SECONDS EAST, ALONG SAID NORTH LINE, A DISTANCE OF 377.72 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE TOWN OF PARKER BY DEED RECORDED FEBRUARY 25, 2009 UNDER RECEPTION NO. 2009012692.

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN AS BEARING NORTH 89 DEGREES 52 MINUTES 44 SECONDS EAST. THE SOUTHWEST CORNER OF SAID SECTION 34 IS MONUMENTED BY A 3" ALUMINUM CAP IN RANGE BOX STAMPED: LS 17666 AND THE SOUTH QUARTER CORNER OF SAID SECTION 34 IS MONUMENTED BY A 3" ALUMINUM CAP IN RANGE BOX STAMPED: LS 22098.

EXHIBIT B

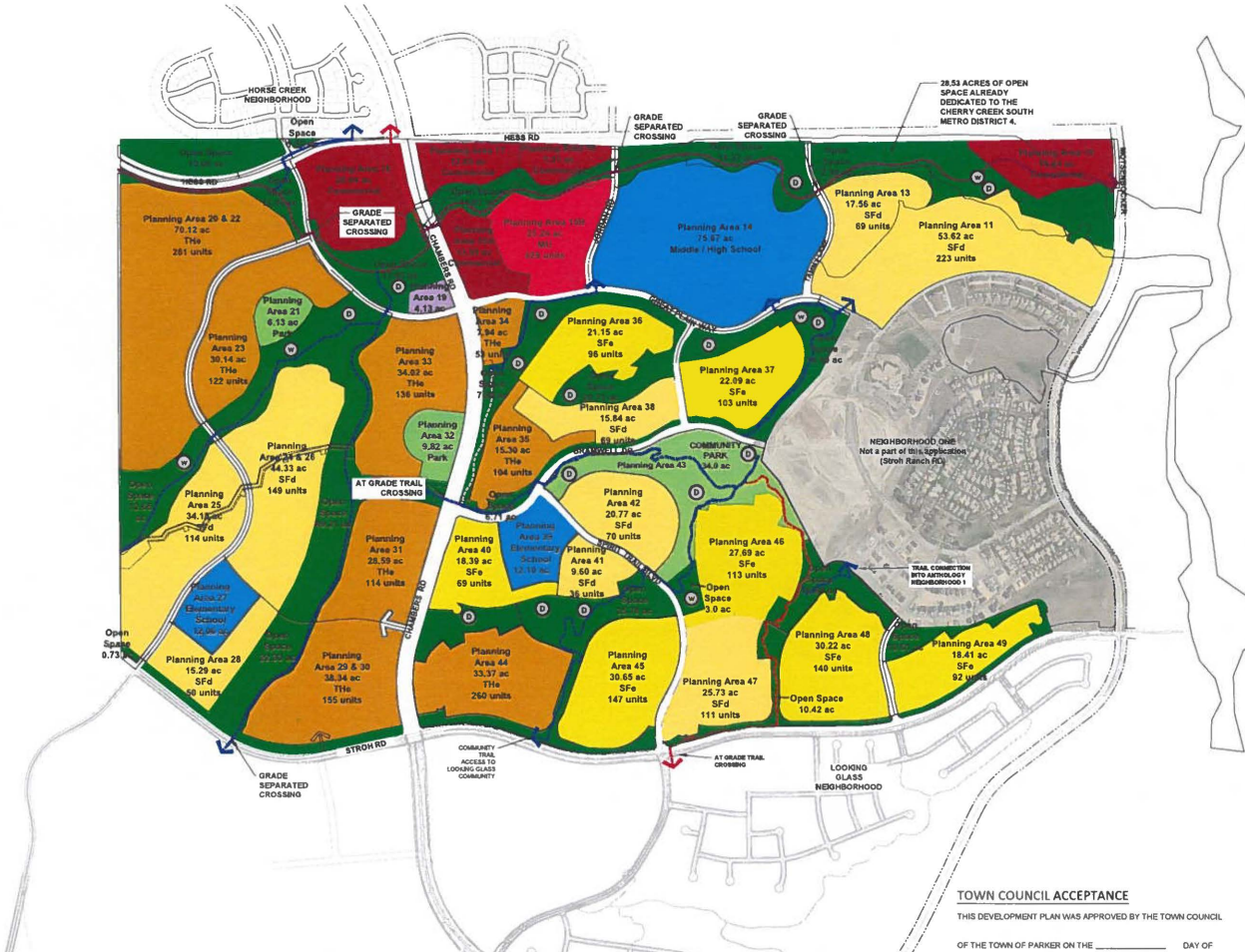
ANTHOLOGY NORTH DEVELOPMENT PLAN AMENDMENT NO. 6 COUNTY OF DOUGLAS, STATE OF COLORADO 1207.9 ACRES - 3,305 UNITS

- NOTES
- THE 3,305 TOTAL DWELLING UNIT COUNT INCLUDES PA 11 AND PA 12
- "NET ACRES" FOR DU PARCELS EQUALS GROSS ACRES MINUS ROADS, 100' BUFFER ALONG CHAMBERS ROAD AND UTILITY EASEMENTS, AS SHOWN ON THE PLAN.
- "NET ACRES" FOR PARKS AND OPEN SPACE EQUALS GROSS ACRES MINUS ROADS, AS SHOWN ON THE PLAN.
- ALL TRAILS TO BE OPEN AND ACCESSIBLE TO THE PUBLIC.
- ALL PROPOSED COLLECTOR STREETS ARE CONCEPTUAL ONLY. FINAL ALIGNMENTS ARE SUBJECT TO FINAL PARCEL PLANNING AND TRAFFIC ANALYSIS.
- ADDITIONAL TRAIL CONNECTIONS SHALL BE EVALUATED AT THE TIME OF SUBDIVISION PLAT.
- GREAT PLAIN WAY FROM HESS ROAD TO CHAMBERS ROAD WILL BE A 3-LANE COLLECTOR.
- THE ANNEXATION REQUIREMENT FOR PROVIDING A MINIMUM OF 47.32 ACRES OF DEVELOPED PARK SITES IS SATISFIED WITH 49.95 ACRES PROVIDED BY PA-21, PA-32 AND PA-44.
- 28.53 ACRES OF OPEN SPACE FROM THE ANTHOLOGY NORTH PD HAS ALREADY BEEN DEDICATED TO THE CHERRY CREEK SOUTH METRO DISTRICT 4.
- THE ANNEXATION REQUIREMENT FOR 240.90 GROSS ACRES OF OPEN SPACE IS PROPOSED TO BE SATISFIED WITH 285.27 ACRES PLUS 28.53 ACRES OF OPEN SPACE THAT HAS ALREADY BEEN DEDICATED.
- AMENDMENT NO. 5 IS LIMITED TO THE REMOVAL OF THE NORTH-SOUTH TRAIL CONNECTION WITHIN THE OPEN SPACE ADJACENT TO PLANNING AREAS 11 AND 13.
- AMENDMENT NO. 6 IS LIMITED TO THE TRANSFER OF 26 RESIDENTIAL UNITS FROM PA-46 TO PA-44.

LAND PLANNING
people planning spaces
4140 W. 10TH AVE. SUITE 100
DENVER, CO 80202
TEL: 303.733.1100 FAX: 303.733.1101
WWW.PPP-LLP.COM

CVL
COUNTY OF VENTURA
10333 E. DRY CREEK RD.
SUITE 240
ENGLEWOOD, CO 80112
720-482-9526

PREPARED FOR
OEO, LLC
7355 SOUTH ALTON WAY
CENTENNIAL, CO 80112
303.707.8111



Parcel #	Land Use	Gross Acres	Max. Density (per Dev. Guide)	Net Acres	DU (Shown on Plan)
Pa - 11	Sfd	53.62	4.5	52.81	223
Pa - 12	Commercial	16.64	22.00	15.91	-
Pa - 13	Sfe	17.56	6.00	16.91	69
Pa - 14	School	75.67	-	71.44	-
Pa - 15A	Commercial	11.02	22.00	8.89	-
Pa - 15B	MU	27.81	22.00	25.96	429
Pa - 16	Commercial	7.31	22.00	7.13	-
Pa - 17	Commercial	12.05	22.00	10.27	-
Pa - 18	Commercial	28.84	22.00	25.27	-
Pa - 19	Fire Station	4.13	-	3.00	-
Pa - 20 & 22	Tha	70.12	14.00	68.04	281
Pa - 21	Park	6.13	-	6.13	-
Pa - 23	Tha	30.14	14.00	27.44	122
Pa - 24 & 26	Sfd	44.33	4.50	42.58	149
Pa - 25	Sfd	34.18	4.50	31.88	114
Pa - 27	School	12.06	-	10.93	-
Pa - 28	Sfd	15.29	4.50	14.69	50
Pa - 29 & 30	Tha	38.34	14.00	35.55	155
Pa - 31	Tha	28.59	14.00	25.23	114
Pa - 32	Park	9.82	-	8.34	-
Pa - 33	Tha	34.02	14.00	31.24	136
Pa - 34	Tha	27.94	14.00	25.95	111
Pa - 35	Tha	15.30	14.00	15.3	104
Pa - 36	Sfe	21.17	6.00	21.17	96
Pa - 37	Sfe	22.09	6.00	21.62	103
Pa - 38	Sfd	15.84	4.50	15.44	69
Pa - 39	School	12.10	-	10.93	-
Pa - 40	Sfe	18.39	6.00	15.65	69
Pa - 41	Sfd	9.60	4.50	8.99	36
Pa - 42	Sfd	20.77	4.50	19.79	70
Pa - 43	Park	34.00	-	31.55	-
Pa - 44	Tha	33.37	14.00	32.02	260
Pa - 45	Sfe	30.65	6.00	29.70	147
Pa - 46	Sfe	27.83	6.00	27.72	113
Pa - 47	Sfd	25.73	4.50	24.64	111
Pa - 48	Sfe	30.22	6.00	29.44	140
Pa - 49	Sfe	18.41	6.00	17.85	92
Subtotal		921.06	-	867.37	3,305

LAND USE	Gross Acres	Max. Density (per Dev. Guide)	Net Acres	DU (Shown on Plan)
MU	27.81	-	25.96	429
Residential	663.90	-	631.59	2,876
Open Space	285.96	-	243.80	-
Parks	49.95	-	46.02	-
Schools	99.83	-	93.27	-
Fire Station	4.13	-	3.00	-
Commercial	75.86	-	67.53	-
TOTALS	1,007.04	-	1,112.17	3,305
Sfe Total	186.32	6.00	180.06	829
Sfd Total	219.36	4.50	216.75	822
Tha Total	257.82	14.00	240.77	1,225
MU Total	27.81	22.00	25.96	429
TOTALS	691.31	-	657.55	3,305

LEGEND

□ FLOODPLAIN

--- COMMUNITY TRAIL WITHIN THE 100' CHAMBERS ROAD SETBACK

--- PROPOSED COMMUNITY TRAIL (10' WIDE CONCRETE SURFACE)

--- PROPOSED REGIONAL TRAIL (10' WIDE CONCRETE SURFACE)

--- ARAPAHOE CANAL TRAIL

W WELL SITE (ACTUAL LOCATIONS TO BE DETERMINED. WELL SITES ARE SUBJECT TO USE BY SPECIAL REVIEW)

D DETENTION (ACTUAL LOCATIONS TO BE DETERMINED)

PROPERTY OWNER SIGNATURE:
North Parker Investments, LLC,
By: Anthology Management, L.L.C., Manager
By: Scott Seldin, Sole Member

Signature: _____

Date: _____

Title: _____

TOWN COUNCIL ACCEPTANCE

THIS DEVELOPMENT PLAN WAS APPROVED BY THE TOWN COUNCIL

OF THE TOWN OF PARKER ON THE _____ DAY OF _____ 20 ____ FOR THE PROPERTY DESCRIBED AS

ANTHOLOGY NORTH PLANNED DEVELOPMENT SIXTH AMENDMENT.

THE ZONING INFORMATION SHOWN HEREON WAS CONFIRMED WITH THE

ADOPTION OF ORDINANCE NO. _____

MAYOR: TOWN OF PARKER

ATTTEST

TOWN CLERK

PLANNING COMMISSION ACCEPTANCE

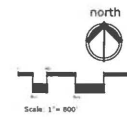
THIS DEVELOPMENT PLAN WAS REVIEWED AND RECOMMENDED FOR

APPROVAL BY THE TOWN OF PARKER PLANNING COMMISSION

FOLLOWING A PUBLIC HEARING HELD ON _____

COMMUNITY DEVELOPMENT DIRECTOR, ON BEHALF OF THE

TOWN OF PARKER PLANNING COMMISSION



ANTHOLOGY
PARKER, COLORADO

DRAWN BY
DESIGNED BY
JP
SCALE
AS SHOWN
REVISION ON
1/22/2024

1 of 1



Request for Town Council Action

Date: September 16, 2024

Submitted By: Tom Gill, Associate Project Manager

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 1.627 - First Reading**
A Bill for an Ordinance to Approve the Memorandum of Agreement By and Between the Town of Parker and Radiant Circle Apartments Investors LLC, Concerning the Parker Road Sidewalk/Trail Improvements south of Parker Square Drive
Department: Engineering and Public Works, Tom Gill
Second Reading: October 7, 2024

EXECUTIVE SUMMARY

This item is to approve an ordinance 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). This agreement is needed for planned sidewalk/trail improvements to the east side of Parker Road, south of Parker Square Drive.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

As part of the Parker Road Sidewalk East Side Multi-Use Trail Connection Project that commenced earlier this year, a sidewalk/trail will be constructed along the east side of Parker Road between Sulphur Gulch and to the south of the Parker Square Drive intersection. 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.

The Radiant Circle Apartments Investors LLC, a Delaware limited company, owns the subject property. It consists of one (1) parcel and is located approximately 400 feet south of the Parker Road/Parker Square Drive intersection along the east side of Parker Road (see vicinity map). The acquisition includes 6,700 square feet (SF) of permanent sidewalk easement and 7,291 SF of temporary construction easement needed to accommodate the proposed sidewalk.

FINANCIAL IMPACT

The purchase price for this acquisition is \$53,166.10. Funding for this acquisition 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. Parker Road Sidewalk-East Side (Village Inn to Sulphur Gulch) Vicinity Map
2. Radiant Circle Apartments Investors LLC Trail Easements Vicinity Map
3. Ordinance No. 1.627

RECOMMENDED MOTION

I move to approve Ordinance No. 1.627 on first reading and to schedule the second reading for October 7, 2024, as part of the consent agenda.

Parker Road Sidewalk-East Side (Village Inn to Sulphur Gulch)



Radiant Circle Apartments Investors LLC Trail Easements - Vicinity Map

Future Multi-Use
Trail

Temporary
Construction
Easement

Permanent Trail
Easement

PARKER SQUARE DR

SUNWAY

PARKER RD

SOLAR CIR

Radiant Circle Apartments
Investors LLC Property

RADIANT CIR

PINE DR

RADIANT CIR



0 100 200 Feet

ORDINANCE NO. 1.627, Series of 2024

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE MEMORANDUM OF AGREEMENT BY AND BETWEEN THE TOWN OF PARKER AND RADIANT CIRCLE APARTMENTS INVESTORS LLC, 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 Radiant Circle Apartments Investors LLC 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-1, TE-1
	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) **Radiant Circle Apartments Investors LLC, a Delaware limited liability company** (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)	naSq.ft ☐ /acres ☐	\$
Permanent and Slope Easements (described and illustrated in attached Exhibits "A" and "B", respectively)	6,700 Sq.ft ☒ /acres ☐	\$33,500
Temporary Easements (described and illustrated in attached Exhibits "C" and "D", respectively)	7,291 Sq.ft ☒ /acres ☐	\$7,291
Improvements 7 medium sized shrubs		\$ 926
Administrative Settlement		\$11,446.10
	Gross Total	\$53,166.10
	Less Credit	\$0
	Net Total (rounded)	\$53,166.10

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 | |

Order Check \$41,720	Payable to: Fidelity National Title
Order Check \$	Payable to:
Real Estate Specialist 	GRANTOR signature W-9  Attach form
	GRANTOR (if applicable)
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-1
TOWN OF PARKER – PARKER ROAD SIDEWALK IMPROVEMENTS
PROJECT NUMBER: C M039-008 PROJECT CODE: 24457

A permanent easement (PE-1) of Project No. C M039-008 over and across that parcel of land described as Lot 1, Block 1, Pine Bluffs Filing No. 2 recorded at Reception No. 2017047079 in the records of Douglas County, located in the Northeast Quarter of Section 27 and 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 Northeast Quarter of Section 27, Township 6 South, Range 66 West, of the Sixth Principal Meridian, bearing North 89°29'37" East, a distance of 2652.24 feet. Monumented by a 3 1/4" alum cap marked PLS 9133 1990 on a 2 3/8" pipe at the North Quarter Corner of said Section 27 and by a 3 1/4" aluminum cap marked PLS 23516 2002 on a #6 rebar at the Northeast Corner of said Section 27.

Commencing at the North Quarter Corner of Section 27, Township 6 South, Range 66 West of the 6th Principal Meridian;

THENCE North 89°29'37" East, along the north line of said Northeast Quarter, a distance of 627.29 feet to a point on the westerly line of Lot 1, Block 1, Pine Bluffs Filing No. 2 recorded at Reception No. 2017047079 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 easterly right of way line the following two (2) courses:

1. North 27°19'52" West, a distance of 35.12 feet;
2. North 05°43'54" West, a distance of 44.55 feet to the northerly line of said Lot 1, Block 1;

THENCE North 82°41'22" East, along said northerly line, a distance of 2.27 feet;

THENCE South 07°15'29" East, a distance of 3.71 feet;

THENCE South 23°14'13" East, a distance of 78.38 feet to said north line of the Northeast Quarter;

THENCE continuing South 23°14'13" East, a distance of 7.92 feet;

THENCE South 43°01'23" East, a distance of 81.84 feet;

THENCE South 12°51'01" East, a distance of 74.07 feet;

THENCE South 10°38'12" East, a distance of 35.49 feet;

THENCE South 77°09'45" West, a distance of 36.34 feet to said existing easterly right of way line;

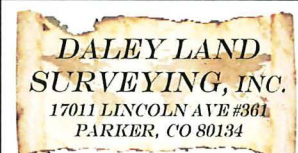
THENCE along said easterly right of way line the following two (2) courses:

1. North 12°55'52" West, a distance of 123.33 feet;
2. North 27°19'52" West, a distance of 69.75 feet to the Point of Beginning.

Containing 6700 Square Feet, or 0.154 Acres, more or less.



THIS DOES NOT REPRESENT
A MONUMENTED SURVEY.



OWNER

**RADIANT CIRCLE APTS.
INVESTORS LLC**

APN. 2233-271-20-001

CALC: AVV

DATE: 3/10/2023

DRWN: AVV

JOB No. 1701-053

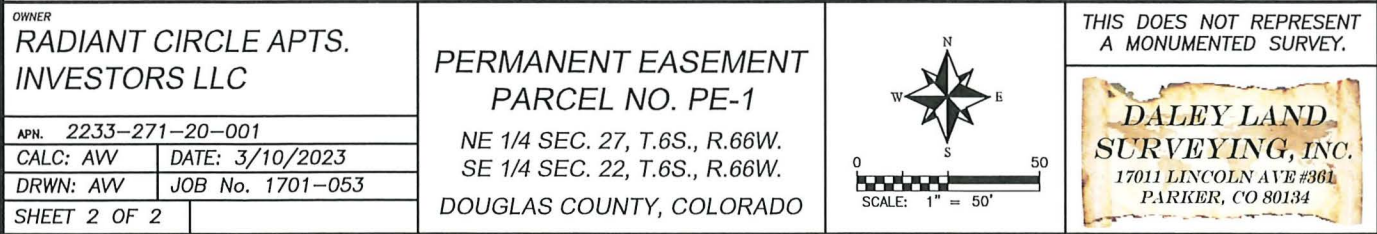
SHEET 1 OF 2

**PERMANENT EASEMENT
PARCEL NO. PE-1**

NE 1/4 SEC. 27, T.6S., R.66W.
SE 1/4 SEC. 22, T.6S., R.66W.

DOUGLAS COUNTY, COLORADO

A B



THIS DOES NOT REPRESENT
A MONUMENTED SURVEY.



**DALEY LAND
SURVEYING, INC.**
17011 LINCOLN AVE #361
PARKER, CO 80134

EXHIBIT B C
PROPERTY DESCRIPTION
TEMPORARY CONSTRUCTION EASEMENT PARCEL NUMBER: TE-1
TOWN OF PARKER – PARKER ROAD SIDEWALK IMPROVEMENTS
PROJECT NUMBER: C M039-008 PROJECT CODE: 24457

A temporary easement (TE-1) of Project No. C M039-008 over and across that parcel of land described as Lot 1, Block 1, Pine Bluffs Filing No. 2 recorded at Reception No. 2017047079 in the records of Douglas County, located in the Northeast Quarter of Section 27 and 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 Northeast Quarter of Section 27, Township 6 South, Range 66 West, of the Sixth Principal Meridian, bearing North 89°29'37" East, a distance of 2652.24 feet. Monumented by a 3 1/4" alum cap marked PLS 9133 1990 on a 2 3/8" pipe at the North Quarter Corner of said Section 27 and by a 3 1/4" aluminum cap marked PLS 23516 2002 on a #6 rebar at the Northeast Corner of said Section 27.

Commencing at the North Quarter Corner of Section 27, Township 6 South, Range 66 West of the 6th Principal Meridian;

THENCE North 89°29'37" East, along the north line of said Northeast Quarter, a distance of 640.36 feet to the Point of Beginning;

THENCE North 23°14'13" West, a distance of 78.38 feet;

THENCE North 07°15'29" West, a distance of 3.71 feet to the northerly line of Lot 1, Block 1, Pine Bluffs Filing No. 2 recorded at Reception No. 2017047079 in the records of Douglas County;

THENCE North 82°41'22" East, along said northerly line, a distance of 62.54 feet;

THENCE South 12°55'52" East, a distance of 262.83 feet;

THENCE South 77°09'45" West, a distance of 7.66 feet;

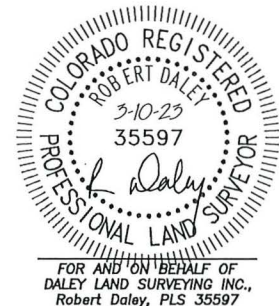
THENCE North 10°38'12" West, a distance of 35.49 feet;

THENCE North 12°51'01" West, a distance of 74.07 feet;

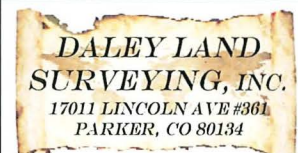
THENCE North 43°01'23" West, a distance of 81.84 feet;

THENCE North 23°14'13" West, a distance of 7.92 feet to the Point of Beginning.

Containing 7291 Square Feet, or 0.167 Acres, more or less.



THIS DOES NOT REPRESENT
A MONUMENTED SURVEY.



OWNER

**RADIANT CIRCLE APTS.
INVESTORS LLC**

APN. 2233-271-20-001

CALC: AVV DATE: 3/10/2023

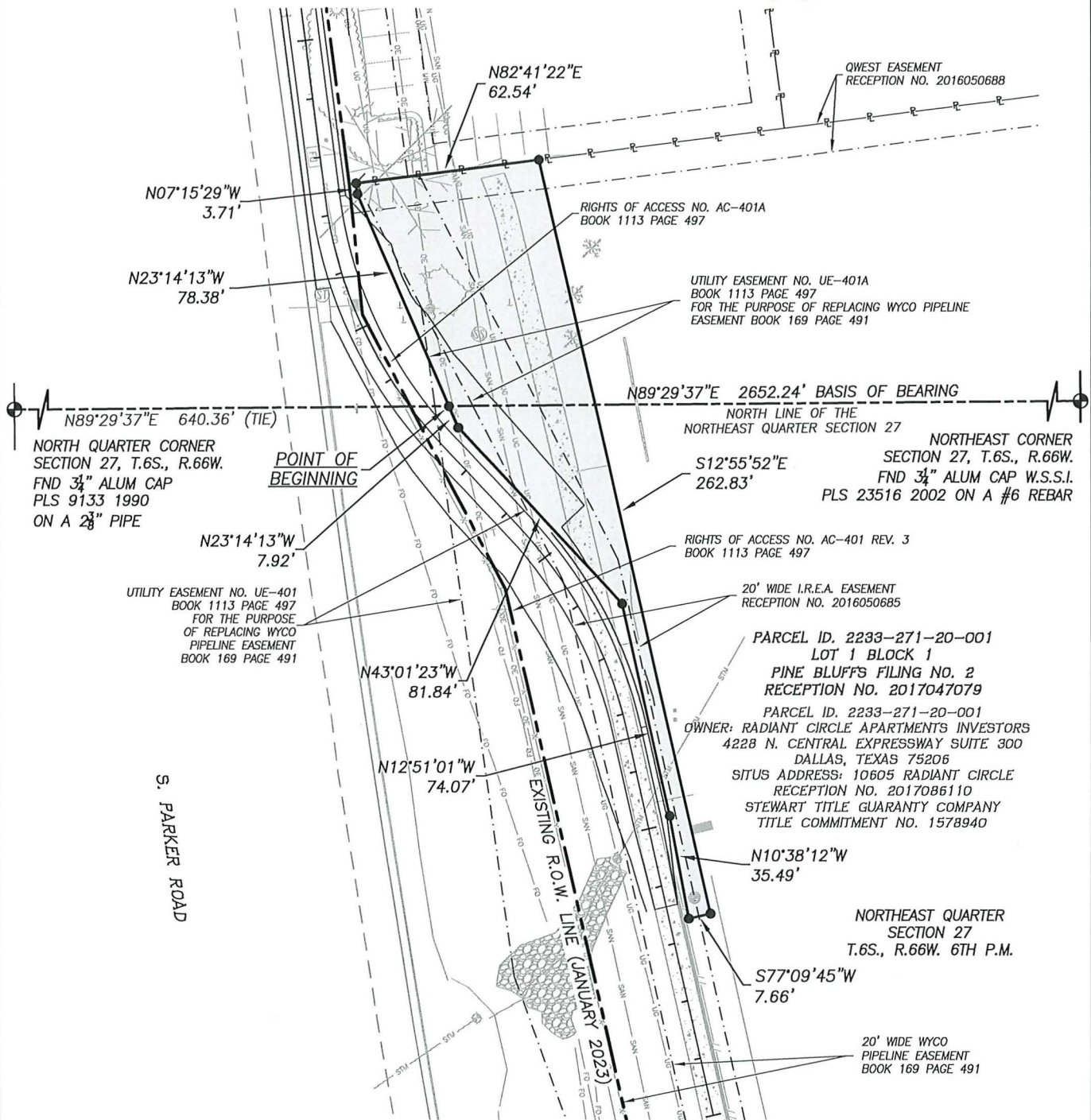
DRWN: AVV JOB No. 1701-053

SHEET 1 OF 2

**TEMPORARY EASEMENT
PARCEL NO. TE-1**

NE 1/4 SEC. 27, T.6S., R.66W.
SE 1/4 SEC. 22, T.6S., R.66W.
DOUGLAS COUNTY, COLORADO

ILLUSTRATION TO EXHIBIT B D



OWNER

RADIANT CIRCLE APTS.
INVESTORS LLC

APN. 2233-271-20-001

CALC: AVV

DATE: 3/10/2023

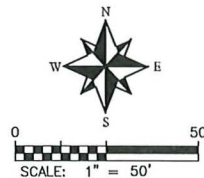
DRWN: AVV

JOB No. 1701-053

SHEET 2 OF 2

TEMPORARY EASEMENT PARCEL NO. TE-1

NE 1/4 SEC. 27, T.6S., R.66W.
SE 1/4 SEC. 22, T.6S., R.66W.
DOUGLAS COUNTY, COLORADO



THIS DOES NOT REPRESENT
A MONUMENTED SURVEY.

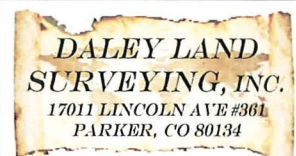


EXHIBIT "E"

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: September 16, 2024

Submitted By: Jim Maloney, Assistant Town Attorney
Nathan Klass, Engineering Service Manager

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 1.628 - First Reading**
A Bill for an Ordinance Stating the Intent of the Town of Parker to Acquire Certain Property Interests for the Purpose of Constructing and Improving Becket Drive and Brompton Way Through the Utilization of the Town's Power of Eminent Domain and Directing the Town's Staff and Town Attorney to Notify All Persons Affected Thereby of the Above-Stated Intent of the Town, and Thereafter to Comply with All Pertinent Provisions of C.R.S. § 38-1-101, et seq., Relating to Good Faith Negotiations

Department: Town Attorney, Jim Maloney

Second Reading: October 7, 2024

EXECUTIVE SUMMARY

This item is for an ordinance to provide notice of the Town's intent to acquire right-of-way for proposed improvements to Becket Drive and Brompton Way that are part of the Becket and Woodman Drive connectivity project (the "Project").

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Vehicular access to the one hundred seventy-one (171) residential units (the "Residential Units") that are part of the Parker Meadows Condominium Association, Inc. (the "Association"), is limited to one (1) point of access through Becket Drive, which is a private street managed and controlled by the Association. Under the Town's public safety standards, the Residential Units should be served by two (2) points of access when there are thirty (30) or more dwelling units. In order to establish two (2) points of access for the Residential Units, Becket Drive and a parking lot owned by the Association will need to be acquired by the Town and improved as public streets to be named Becket Drive and Brompton Way, which will connect to Woodman Drive as described in the attach vicinity map. The Project includes, but is not limited to, milling of existing asphalt pavement, asphalt overlay and patching, curb, gutter, and sidewalk replacement, in areas with poor drainage, removal and trimming of trees and other improvements to establish a connection to Woodman Drive, which will result in two (2) points of access for the Residential Units.

The ordinance is needed to acquire the real property from the Association to complete the Project.

FINANCIAL IMPACT

Funding for these acquisitions is accounted for in the 301-4310 Highway and Streets Capital Projects Fund.

STRATEGIC GOAL(S)

PROMOTE A SAFE AND
HEALTHY COMMUNITY

ATTACHMENTS

1. Ordinance No. 1.628

RECOMMENDED MOTION

I move to approve Ordinance No. 1.628 on first reading and to schedule second reading for October 7, 2024, as part of the consent agenda.

ORDINANCE NO. 1.628, Series of 2024

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

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

WHEREAS, the Town of Parker wishes to acquire the parcels of property more particularly described in **Exhibit A** (right-of-way acquisitions), attached hereto and incorporated herein by this reference (collectively, the "Subject Properties"), for the purpose of constructing and improving Becket Drive and Brompton Way to be Town roadways; and

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

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

Section 1. Notice is hereby given pursuant to C.R.S. § 38-1-121(1) that the Town of Parker, Colorado, intends to acquire the parcels of property more particularly described in **Exhibit A**.

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

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

Section 4. The staff of the Town, together with the Town Attorney, and any and all persons retained or employed by the Town of Parker in the prosecution of this matter, are directed to comply with all notice and good faith negotiation requirements set forth in C.R.S. § 38-1-101, *et seq.*, in the conduct of the within authorized eminent domain actions.

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

Section 6. Safety Clause. The Town Council hereby finds, determines, and declares that this Ordinance is promulgated under the general police power of the Town of Parker, that it is promulgated for the health, safety, and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Town Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained. The Town Council further finds that the title to this Ordinance was posted in two (2) public places, two (2) days before the Town Council meeting, as provided by Section 7.5e. of the Town of Parker Home Rule Charter.

Section 7. Severability. If any clause, sentence, paragraph, or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

Section 8. This Ordinance shall become effective ten (10) days after final publication.

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

LEGAL DESCRIPTION ACCESS PARCEL

A PARCEL OF LAND BEING A PORTION OF LOT 1, BLOCK 1, PARKER MEADOWS SUBDIVISION FILING NO. 1 AMENDED, IN THE TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO, PER PLAT RECORDED MAY 13, 1986 AT RECEPTION NO. 8607160, IN THE OFFICIAL RECORDS OF SAID COUNTY, A PORTION OF PARKER MEADOWS CONDOMINIUMS PHASE II PER PLAT RECORDED DECEMBER 17, 1985 AT RECEPTION NO. 370486, IN SAID OFFICIAL RECORDS, A PORTION OF PARKER MEADOWS CONDOMINIUMS PHASE III PER PLAT RECORDED MAY 29, 1986 AT RECEPTION NO. 8608525, IN SAID OFFICIAL RECORDS, A PORTION OF LOTS 1, 2, AND 3, BLOCK 1, THE RANCH AT COTTONWOOD, PER PLAT RECORDED OCTOBER 20, 1998, AT RECEPTION NO. 9883442 IN SAID OFFICIAL RECORDS, AND A PORTION OF BECKET DRIVE (A VARIABLE WIDTH PRIVATE DRIVE), AS SHOWN ON SAID PLAT OF PARKER MEADOWS SUBDIVISION FILING NO. 1 AMENDED, SITUATED IN THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 6 SOUTH, RANGE 66 WEST, 6TH PRINCIPAL MERIDIAN, SAID TOWN, COUNTY AND STATE, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1, BLOCK1, PARKER MEADOWS SUBDIVISION FILING NO. 1 AMENDED;

THENCE ALONG THE SOUTH LINE OF SAID PARKER MEADOWS SUBDIVISION FILING NO. 1 AMENDED, NORTH 89°02'47" EAST, A DISTANCE OF 636.51 FEET;

THENCE DEPARTING SAID SOUTH LINE, NORTH 01°01'10" WEST, A DISTANCE OF 130.85 FEET TO THE **POINT OF BEGINNING**;

THENCE SOUTH 88°36'59" WEST, A DISTANCE OF 247.13 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 137.31 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 00°57'13" EAST;

THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13°41'16", AN ARC LENGTH OF 32.80 FEET;

THENCE TANGENT TO SAID CURVE, SOUTH 75°21'31" WEST, A DISTANCE OF 131.04 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 179.31 FEET;

THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13°41'16", AN ARC LENGTH OF 42.84 FEET;

THENCE TANGENT TO SAID CURVE, SOUTH 89°02'47" WEST, A DISTANCE OF 187.00 FEET TO THE WEST LINE OF SAID LOT 1, BLOCK 1, PARKER MEADOWS SUBDIVISION FILING NO. 1 AMENDED;

THENCE ALONG SAID WEST LINE, NORTH 00°57'13" WEST, A DISTANCE OF 36.00 FEET TO THE NORTH LINE OF SAID BECKET DRIVE;

THENCE DEPARTING SAID WEST LINE AND ALONG THE NORTH LINE OF SAID BECKET DRIVE THE FOLLOWING 5 COURSES:

- 1) NORTH 89°02'47" EAST, A DISTANCE OF 187.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 143.31 FEET;
- 2) EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13°41'16", AN ARC LENGTH OF 34.24 FEET;

- 3) THENCE TANGENT TO SAID CURVE, NORTH 75°21'31" EAST, A DISTANCE OF 131.04 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 173.31 FEET;
- 4) EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13°41'16", AN ARC LENGTH OF 41.40 FEET;
- 5) NON-TANGENT TO SAID CURVE, NORTH 88°17'29" EAST, A DISTANCE OF 246.73 FEET;

THENCE DEPARTING SAID NORTH LINE, SOUTH 01°34'52" EAST, A DISTANCE OF 37.40 FEET TO THE **POINT OF BEGINNING**.

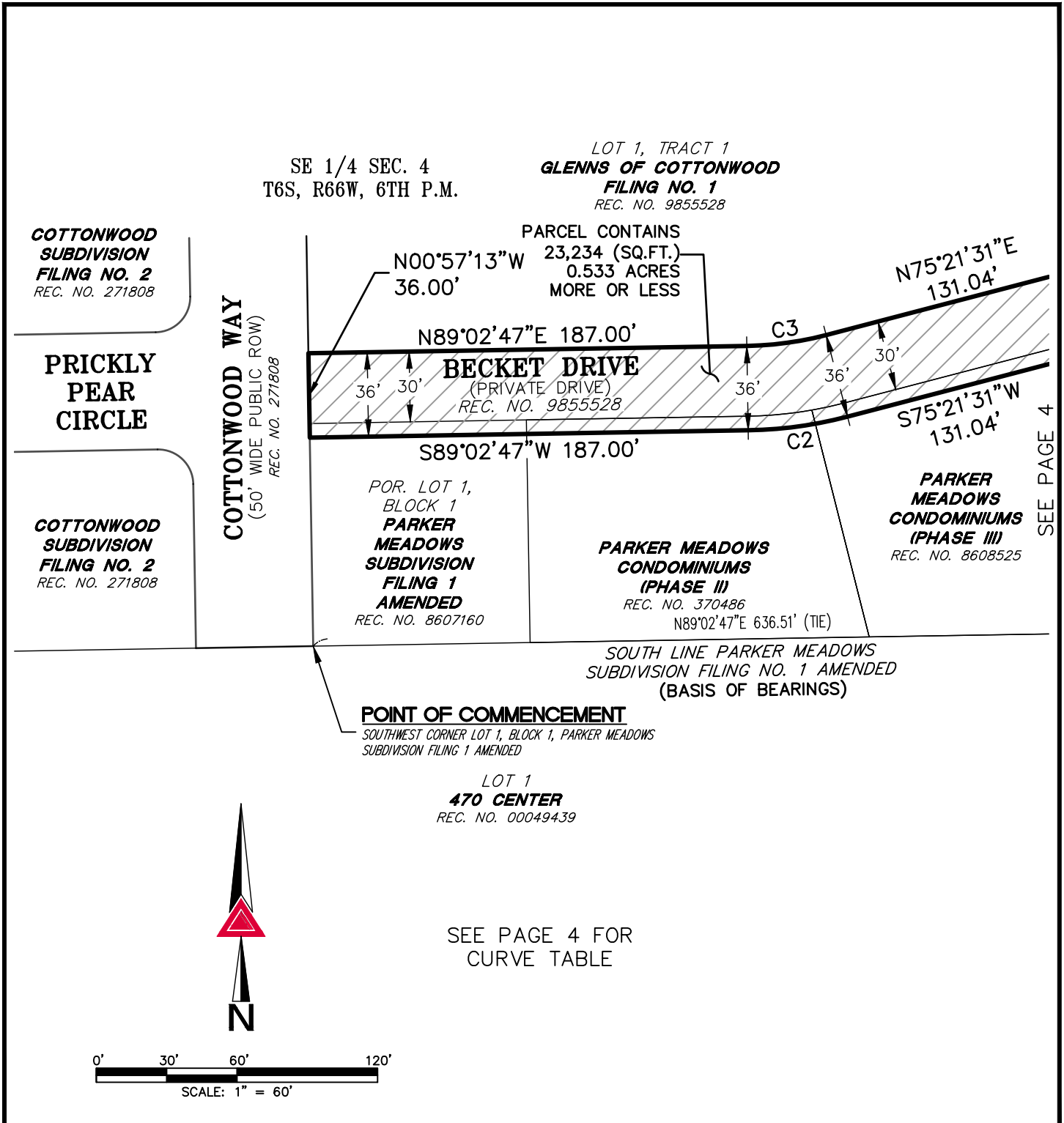
CONTAINING AN AREA OF 23,234 SQUARE FEET OR 0.533 ACRES, MORE OR LESS.

ILLUSTRATION ATTACHED AND MADE A PART HEREOF.



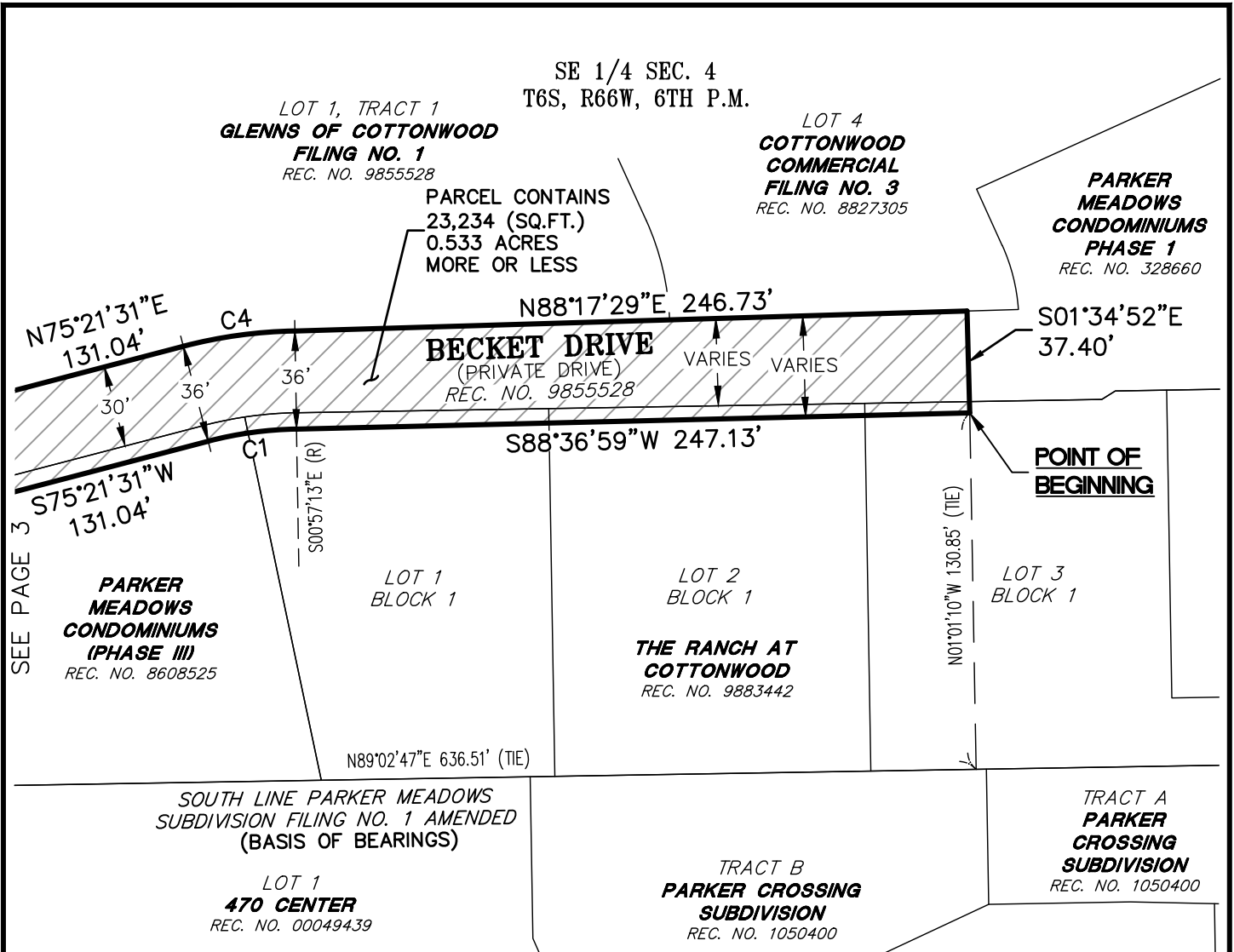
DANIEL E. DAVIS, PLS 38256
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVENUE, SUITE 1, LITTLETON, CO 80122

ILLUSTRATION TO EXHIBIT A



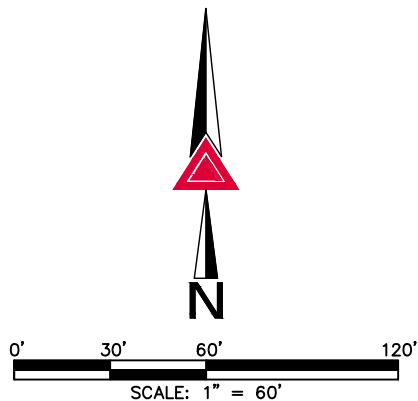
NOTE: THIS ILLUSTRATION DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

ILLUSTRATION TO EXHIBIT A



CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH
C1	13°41'16"	137.31'	32.80'
C2	13°41'16"	179.31'	42.84'
C3	13°41'16"	143.31'	34.24'
C4	13°41'16"	173.31'	41.40'



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

EXHIBIT A

LEGAL DESCRIPTION ACCESS PARCEL

A PARCEL OF LAND BEING A PORTION OF LOTS 2, AND 3, BLOCK 1, THE RANCH AT COTTONWOOD, IN THE TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO, PER PLAT RECORDED OCTOBER 20, 1998, AT RECEPTION NO. 9883442, IN THE OFFICIAL RECORDS OF SAID COUNTY, SITUATED IN THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 6 SOUTH, RANGE 66 WEST, 6TH PRINCIPAL MERIDIAN, SAID TOWN, COUNTY AND STATE, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 1, BLOCK1, PARKER MEADOWS SUBDIVISION FILING NO. 1 AMENDED, PER PLAT RECORDED MAY 13, 1986, AT RECEPTION NO. 8607160, IN SAID OFFICIAL RECORDS;

THENCE ALONG THE SOUTH LINE OF SAID PARKER MEADOWS SUBDIVISION FILING NO. 1 AMENDED, NORTH 89°02'47" EAST, A DISTANCE OF 636.51 FEET TO THE **POINT OF BEGINNING**;

THENCE DEPARTING SAID SOUTH LINE, NORTH 01°01'10" WEST, A DISTANCE OF 130.85 FEET;

THENCE SOUTH 88°36'59" WEST, A DISTANCE OF 51.36 FEET;

THENCE SOUTH 00°55'13" EAST, A DISTANCE OF 130.47 FEET TO SAID SOUTH LINE;

THENCE ALONG SAID SOUTH LINE, NORTH 89°02'47" EAST, A DISTANCE OF 51.58 FEET TO THE **POINT OF BEGINNING**.

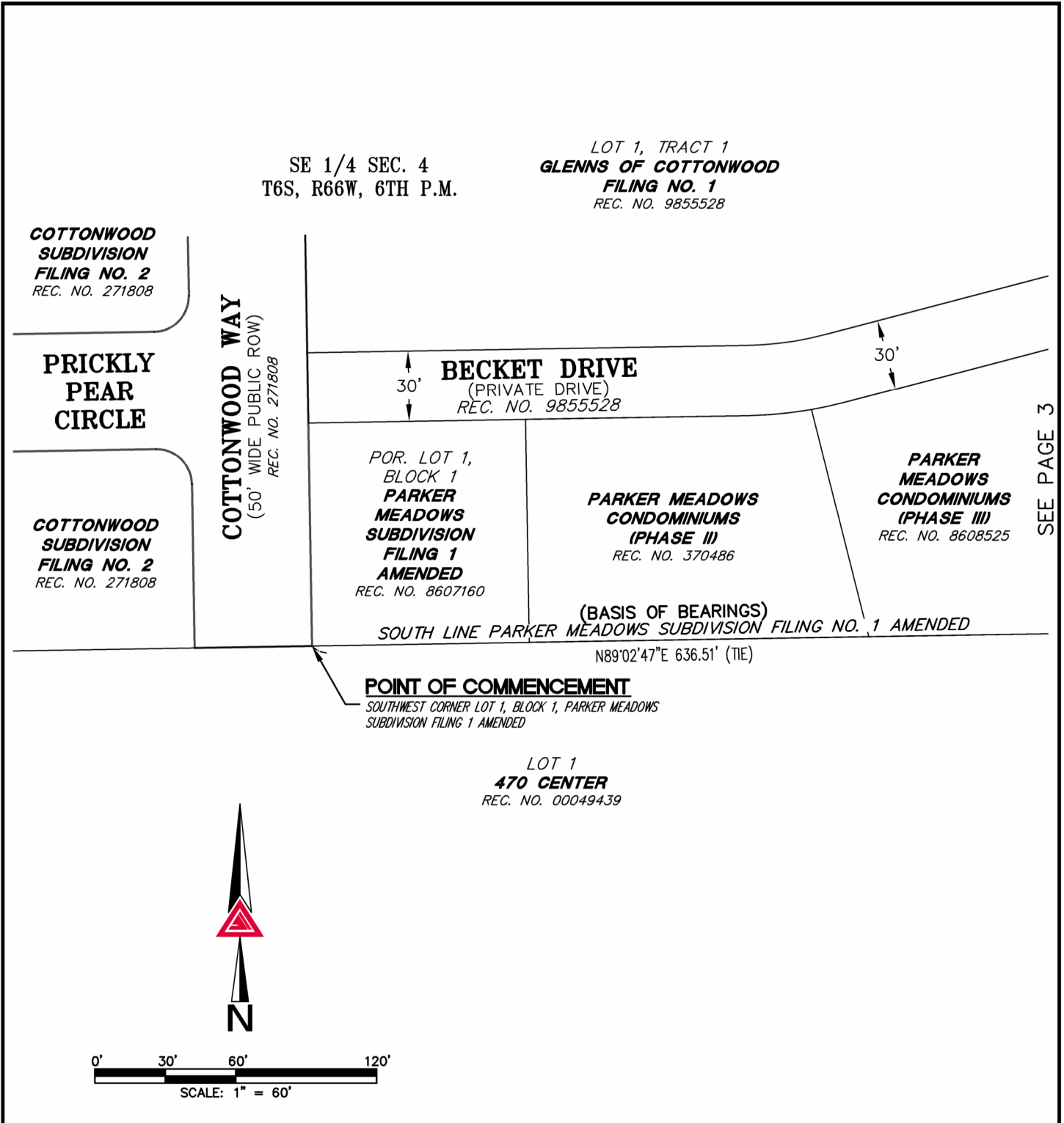
CONTAINING AN AREA OF 6,725 SQUARE FEET OR 0.154 ACRES, MORE OR LESS.

ILLUSTRATION ATTACHED AND MADE A PART HEREOF.



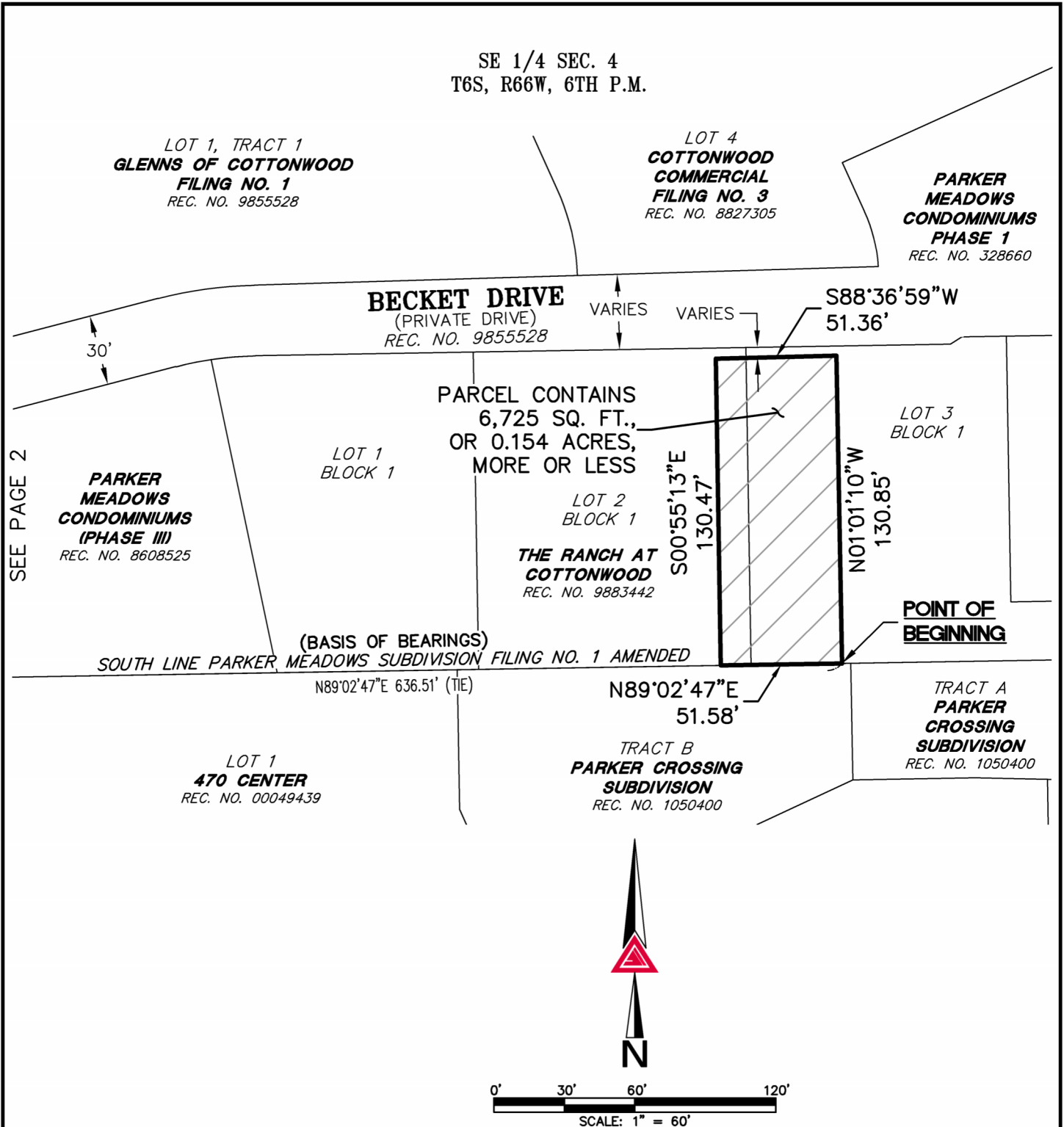
DANIEL E. DAVIS, PLS 38256
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVENUE, SUITE 1, LITTLETON, CO 80122

ILLUSTRATION TO EXHIBIT A



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

ILLUSTRATION TO EXHIBIT A



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



Request for Town Council Action

Date: September 16, 2024

Submitted By: Michael Grabczyk, Project Engineer

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 9.339.1 - First Reading**
A Bill for an Ordinance Approving the First Amendment to Agreement Regarding Design and Construction of Drainage and Flood Control Improvements for Newlin Gulch at Recreation Drive (Agreement No. 21-05.23A, Project No. 108504) By and Between Urban Drainage and Flood Control District d/b/a Mile High Flood District, the Town of Parker, and Douglas County

Department: Engineering and Public Works, Michael Grabczyk

Second Reading: October 7, 2024

EXECUTIVE SUMMARY

The Town of Parker, the Mile High Flood District (MHFD - formerly the Urban Drainage and Flood Control District), and Douglas County previously executed an intergovernmental agreement (IGA) to design and permit improvements to Newlin Gulch at Recreation Drive. This amendment will allow the MHFD and Douglas County to bring in additional funds to the project to complete the design phase of the project.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town of Parker and the MHFD have partnered previously to design and construct several major drainageway projects within the Town. This reach is adjacent to both the Parker Recreation Center and Challenger Park and includes the existing stream crossing at Recreation Drive. The reach is prone to flooding the surrounding parks, drive aisles, and parking lots during minor storm events due to a bottleneck downstream of the roadway crossing. This bottleneck has been exacerbated as the system has aggraded over time, reducing the already limited capacity. A conceptual design was completed in 2022 in order to better inform budgeting for the project. This amendment will allow the MHFD and Douglas County to bring in additional funds to complete the final design phase of the project.

FINANCIAL IMPACT

None. Additional funding is being provided by the MHFD and Douglas County.

STRATEGIC GOAL(S)



**INNOVATE WITH
COLLABORATIVE
GOVERNANCE**



**PROMOTE A SAFE AND
HEALTHY COMMUNITY**

ATTACHMENTS

1. Location Map
2. Ordinance No. 9.339.1

RECOMMENDED MOTION

I move to approve Ordinance No. 9.339.1 on first reading and to schedule second reading for October 7, 2024, as part of the consent agenda.

NEWLIN GULCH AT RECREATION DR.

CENTENNIAL

AURORA

MERIDIAN

LONE TREE

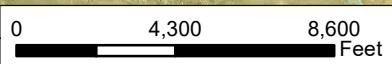
PROJECT
LOCATION

CHERRY CREEK

PARKER ROAD
(SH-83)

TOWN OF
PARKER

CHERRY CREEK



Stormwater

-  Inlet
-  Inlet - by Others
-  Outfall
-  Outfall - by Others
-  Manhole
-  Manhole - by Others
-  Storm Pipe
-  Storm Pipe - by Others
-  Culvert
-  Culvert - by Others
-  Channel or Swale
-  Channel or Swale - by Others

-  Drop or Check
-  Drop or Check - by Others
-  Streams
-  Pond
-  Pond - by Others
-  Retention Pond
-  Retention Pond - by Others

Other Features

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

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

ORDINANCE NO. 9.339.1, Series of 2024

TITLE: A BILL FOR AN ORDINANCE APPROVING THE FIRST AMENDMENT TO AGREEMENT REGARDING DESIGN AND CONSTRUCTION OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR NEWLIN GULCH AT RECREATION DRIVE (AGREEMENT NO. 21-05.23A, PROJECT NO. 108504) BY AND BETWEEN URBAN DRAINAGE AND FLOOD CONTROL DISTRICT d/b/a MILE HIGH FLOOD DISTRICT, THE TOWN OF PARKER, AND DOUGLAS COUNTY

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

Section 1. The Town Council of the Town of Parker hereby approves the First Amendment to Agreement Regarding Design and Construction of Drainage and Flood Control Improvements for Newlin Gulch at Recreation Drive (Agreement No. 21-05.23A, Project No. 108504) by and between Urban Drainage and Flood Control District d/b/a Mile High Flood District, the Town of Parker, and Douglas County, which is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

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

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

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

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

FIRST AMENDMENT TO AGREEMENT REGARDING DESIGN AND CONSTRUCTION OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR NEWLIN GULCH AT RECREATION DRIVE

Agreement No. 21-05.23A
Project No. 108504

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

WITNESSETH:

WHEREAS, PARTIES have entered into "Agreement Regarding Design and Construction of Drainage and Flood Control Improvements for Newlin Gulch at Recreation Drive" (Agreement No. 21-05.23) dated October 4, 2021, (hereinafter called "AGREEMENT"); and

WHEREAS, PARTIES now desire to proceed with design and construction of drainage and flood control improvements for Newlin Gulch at Recreation Drive (hereinafter called "PROJECT"); and

WHEREAS, PARTIES desire to increase the level of funding by \$300,000; and

WHEREAS, DISTRICT's Board of Directors has authorized additional DISTRICT financial participation for PROJECT (Resolution No. 65, Series of 2024); and

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

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

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

4. PROJECT COSTS AND ALLOCATION OF COSTS

A. PARTIES agree that for the purposes of this AGREEMENT, PROJECT costs shall consist of and be limited to the following:

1. Final design services;
2. Construction of improvements;
3. Contingencies mutually agreeable to PARTIES.

B. It is understood that PROJECT costs as defined above are not to exceed \$500,000.00 without amendment to this AGREEMENT.

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

	<u>ITEM</u>	<u>AS AMENDED</u>	<u>ORIGINAL</u>
1.	Final Design	\$ 400,000.00	\$ 200,000.00
2.	Construction*	\$ 100,000.00	\$ -0-
3.	Contingency	\$	\$ -0-
	Grand Total	\$ 500,000.00	\$ 200,000.00

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

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

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

	<u>Percentage Share</u>	<u>Previously Contributed</u>	<u>Additional Contribution</u>	<u>Maximum Contribution</u>
DISTRICT	50%	\$100,000.00	\$150,000.00	\$250,000.00
TOWN	20%	\$100,000.00	-0-	\$100,000.00
COUNTY	30%	-0-	\$150,000.00	\$150,000.00
TOTAL	100.00%	\$200,000.00	\$300,000.00	\$500,000.00

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

5. MANAGEMENT OF FINANCES

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

Payment of each PARTY's full share (TOWN - \$100,000.00; COUNTY - \$150,000; DISTRICT - \$250,000.00) shall be made to DISTRICT subsequent to execution of this AGREEMENT and within 30 days of request for payment by DISTRICT. The payments by PARTIES shall be held by DISTRICT in a special fund to pay for increments of PROJECT as authorized by PARTIES, and as defined herein. DISTRICT shall provide a periodic accounting of PROJECT funds as well as a periodic notification to TOWN and COUNTY of any unpaid obligations. Any interest earned by the monies contributed by PARTIES shall be accrued to the special fund established by DISTRICT for PROJECT and such interest shall be used only for PROJECT upon approval by the contracting officers (Paragraph 13).

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

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

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

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

By _____

Name Laura A. Kroeger

Title Executive Director

Date _____

Checked By

TOWN OF PARKER

ATTEST:

By: _____

Date _____

Town Clerk's Office

APPROVED AS TO FORM AND SUFFIECIENCY:

Town Attorney's Office

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



Request for Town Council Action

Date: September 16, 2024

Submitted By: Michael Grabczyk, Project Engineer

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 9.334.3 - First Reading**
A Bill for an Ordinance Approving the Third Amendment to Agreement Regarding Design and Construction of Drainage and Flood Control Improvements for Cherry Creek at Dransfeldt Road (Agreement No. 21-05.04C Project No. 108515) By and Between Urban Drainage and Flood Control District d/b/a Mile High Flood District, the Town of Parker, and Cherry Creek Basin Water Quality Authority
Department: Engineering and Public Works, Michael Grabczyk
Second Reading: October 7, 2024

EXECUTIVE SUMMARY

The Town of Parker, the Mile High Flood District (MHFD - formerly the Urban Drainage and Flood Control District), and the Cherry Creek Basin Water Quality Authority (CCBWQA) previously executed an intergovernmental agreement (IGA) to design and permit improvements to Cherry Creek at Dransfeldt Road adjacent to Flat Acres Farms. This project is currently under construction with substantial completion anticipated this winter. Plantings and an establishment period will follow through the next several springs until federal permits are closed out. This amendment will allow the MHFD to contribute additional construction funds to ensure an adequate budget for additional plantings if necessary.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town of Parker, the MHFD, and the CCBWQA have partnered previously to design and construct several major drainage projects within the Cherry Creek Corridor. This reach of Cherry Creek adjacent to Dransfeldt Road and Flat Acres Farms has been identified as unstable with various locations of bank and bed erosion, in addition to requiring a realignment of the stream and some utilities to accommodate a future roadway crossing of Dransfeldt Road. A preliminary design for several reaches of Cherry Creek, including this project, was completed in 2017. Final design and permitting efforts for this project were initiated in 2021 and construction began in 2024. This amendment to the IGA is intended to provide project contingency and fund the establishment period for permit-required plantings. It is anticipated that construction will be complete this winter with plantings beginning in the following spring.

FINANCIAL IMPACT

None. MHFD is providing all of the funding associated with this agreement.

STRATEGIC GOAL(S)



**FOSTER COMMUNITY
CREATIVITY AND
ENGAGEMENT**



**PROMOTE A SAFE AND
HEALTHY COMMUNITY**

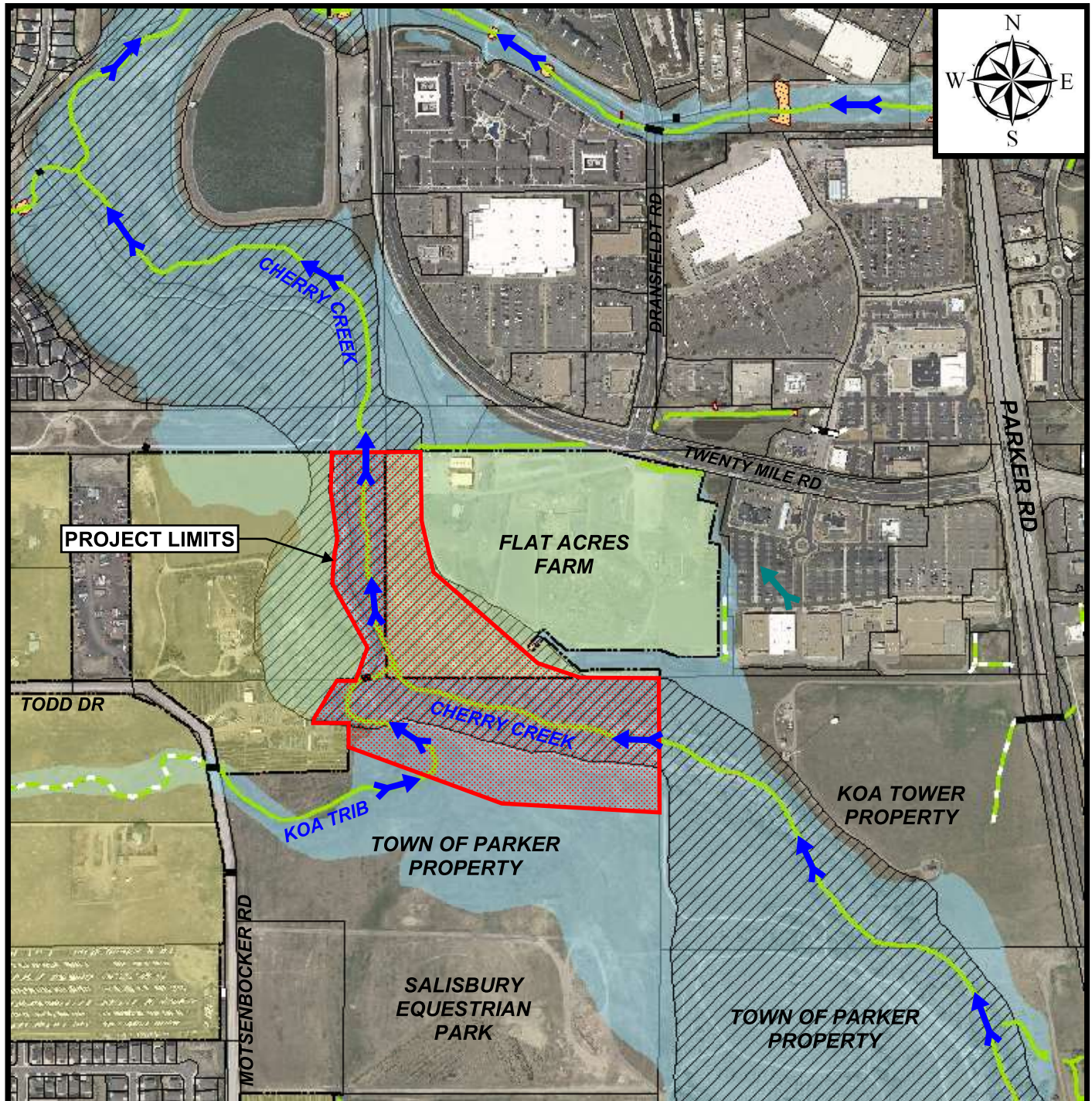
ATTACHMENTS

1. Location Map
2. Ordinance No. 9.334.3

RECOMMENDED MOTION

I move to approve Ordinance No. 9.334.3 on first reading and to schedule second reading for October 7, 2024, as part of the consent agenda.

VICINITY MAP
CHERRY CREEK AT KOA



ORDINANCE NO. 9.334.3, Series of 2024

TITLE: A BILL FOR AN ORDINANCE APPROVING THE THIRD AMENDMENT TO AGREEMENT REGARDING DESIGN AND CONSTRUCTION OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR CHERRY CREEK AT DRANSFELDT ROAD (AGREEMENT NO. 21-05.04C PROJECT NO. 108515) BY AND BETWEEN URBAN DRAINAGE AND FLOOD CONTROL DISTRICT d/b/a MILE HIGH FLOOD DISTRICT, THE TOWN OF PARKER, AND CHERRY CREEK BASIN WATER QUALITY AUTHORITY

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 Third Amendment to Agreement Regarding Design and Construction of Drainage and Flood Control Improvements for Cherry Creek at Dransfeldt Road (Agreement No. 21-05.04C Project No. 108515) by and between Urban Drainage and Flood Control District d/b/a Mile High Flood District, the Town of Parker, and Cherry Creek Basin Water Quality Authority, which is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

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

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

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

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

THIRD AMENDMENT TO AGREEMENT REGARDING DESIGN AND CONSTRUCTION OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR CHERRY CREEK AT DRANSFELDT ROAD TOWN OF PARKER

Agreement No. 21-05.04C
Project No. 108515

THIS THIRD AMENDMENT TO AGREEMENT (hereinafter called "THIRD AMENDMENT"), by and between URBAN DRAINAGE AND FLOOD CONTROL DISTRICT D/B/A MILE HIGH FLOOD DISTRICT (hereinafter called "DISTRICT") and TOWN OF PARKER (hereinafter called "TOWN"), and CHERRY CREEK BASIN WATER QUALITY AUTHORITY (hereinafter called "CCBWQA") and collectively known as "PARTIES";

WITNESSETH:

WHEREAS, PARTIES have entered into "Agreement Regarding Design and Construction of Drainage and Flood Control Improvements for Cherry Creek at Dransfeldt Road" (Agreement No. 21- 05.04) dated June 23, 2021, as amended by First Amendment and Second Amendment (hereinafter collectively called "AGREEMENT"); and

WHEREAS, PARTIES now desire to proceed with design and construction of drainage and flood control improvements for Cherry Creek at Dransfeldt Road (hereinafter called "PROJECT"); and

WHEREAS, PARTIES desire to increase the level of funding by \$775,000.00 which amount shall be provided by DISTRICT; and

WHEREAS, the Town Council of TOWN, Board of Directors of CCBWQA, and Board of Directors of DISTRICT have authorized, by appropriation or resolution their respective shares of the PROJECT costs as defined in paragraph 4 below.

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

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

4. PROJECT COSTS AND ALLOCATION OF COSTS

- A. PARTIES agree that for the purposes of this AGREEMENT, PROJECT costs shall consist of and be limited to the following:

1. Final design services;
 2. Construction of improvements;
 3. Contingencies mutually agreeable to PARTIES.

- B. It is understood that PROJECT costs as defined above are not to exceed \$8,049,031.06 without amendment to this AGREEMENT. PROJECT costs for the various elements of the effort are estimated as follows:

<u>ITEM</u>	<u>AS AMENDED</u>	<u>PREVIOUSLY AMENDED</u>
1. Final Design	\$ 800,000.00	\$ 800,000.00
2. Construction	\$ 6,724,031.06	\$ 6,224,031.06
3. Contingency	\$ 525,000.00	\$ 250,000.00
Grand Total	\$ 8,049,031.06	\$ 7,274,031.06

- C. At the request of TOWN and CCBWQA, the following MHFD, TOWN and CCBWQA funds, pursuant to the Second Amendment, were transferred to PROJECT from separate special funds held by DISTRICT (“Special Fund Transfer”):

Project Name	Twenty Mile Detention	Crown Pont Detention	Cherry Creek at Norton Farms	Cherry Creek at Hess Road	Totals
Account No	4104	5302	5614	5608	
Agreement No	99-04.01 A	15-02.04	13-01.40 C	10-10.05 C	
Total Amount	\$10,361.40	\$3,286.39	\$49,179.47	\$104,215.63	
Agreement DISTRICT %	50.00%	50.00%	50.00%	48.55%	
DISTRICT \$	\$5,180.70	\$1,643.19	\$24,589.74	\$50,596.69	\$82,010.32
Agreement TOWN %	50.00%	50.00%	27.60%	23.56%	
TOWN \$	\$5,180.70	\$1,643.20	\$13,573.53	\$24,553.20	\$44,950.63
Agreement CCBWQA %	0.00%	0.00%	22.40%	25.00%	
CCBWQA \$	\$-	\$-	\$11,016.20	\$26,053.91	\$37,070.11
Agreement Douglas County %	0%	0%	0%	2.89%	
Douglas County \$	-	-	-	\$ 3,011.83**	**
Total Special Funds Transfer					\$ 164,031.06

** Douglas County share of Cherry Creek at Hess Road Agreement 10-10.05 as amended was not part of the Special Fund Transfer and is reflected for transparency only. Douglas County share of funds will be refunded by DISTRICT.

- D. Based on total PROJECT costs, the maximum percent and dollar contribution by each PARTY shall be as set forth below, which includes DISTRICT’S additional \$775,000.00:

	<u>Percentage Share</u>	<u>Previously Contributed ***</u>	<u>Additional Contribution</u>	<u>Maximum Contribution</u>
DISTRICT	23.8%	\$1,142,010.32	\$775,000.00	\$1,917,010.32
TOWN	65.8%	\$5,294,950.63	\$0.00	\$5,294,950.63
CCBWQA	10.4%	\$837,070.11	\$0.00	\$837,070.11
TOTAL	100.00%	\$7,274,031.06	\$775,000.00	\$8,049,031.06

*** The amounts shown are as of the Second Amendment.

E. DISTRICT Acknowledges that (i) CCBWQA does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and (ii) It is understood and agreed that notwithstanding any other provision contained herein to the contrary, any additional contribution obligation of CCBWQA hereunder, whether direct or contingent, shall extend only to funds duly and lawfully appropriated and encumbered by the Board of Directors of CCBWQA for the purposes of the Agreement, and paid into the Treasury of CCBWQA, and shall under no circumstances exceed \$837,070.11 without CCBWQA's prior express written consent.

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

5. MANAGEMENT OF FINANCES

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

Payment of the balance of each PARTY's full share (TOWN - \$5,294,950.63; CCBWQA - \$837,070.11; DISTRICT - \$1,917,010.32) shall, to the extent not already paid, be made to DISTRICT subsequent to execution of this AGREEMENT and within 30 days of request for payment by DISTRICT. The payments by PARTIES shall be held by DISTRICT in a special fund to pay for increments of PROJECT as authorized by PARTIES, and as defined herein. DISTRICT shall provide a periodic accounting of PROJECT funds as well as a periodic notification to TOWN and CCBWQA of any unpaid obligations. Any interest earned by the monies contributed by PARTIES shall be accrued to the special fund established by DISTRICT for PROJECT and such interest shall be used only for PROJECT upon approval by the contracting officers (Paragraph 13).

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

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

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

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

By_____

Name Laura A. Kroeger

Title Executive Director

Date_____

Checked By

TOWN OF PARKER

Jeff Toborg, Mayor

ATTEST:

Date _____

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM AND SUFFICIENCY:

Jamie Wynn, Town Attorney

CHERRY CREEK BASIN
WATER QUALITY AUTHORITY

CCBWQA Checked by

By_____

Name_ Joshua Rivero _____

Title_ CCBWQA Chairman _____

Date_____

Attest: John McCarty, CCBWQA Secretary

APPROVED AS TO FORM:

Timothy J. Flynn, General Counsel for CCBWQA



Request for Town Council Action

Date: September 16, 2024

Submitted By: Alex Mestdagh, Engineering Service Manager

Reviewed By: Michelle Kivela, Town Manager

Title: **RESOLUTION NO. 24-047**
A Resolution Approving the Release of the Slope Easement By and Between KPS Retail, LLC, and the Town of Parker Concerning a Part of Lot 2, Vantage Point Subdivision Filing No. 1, 1st Amendment

Department: Engineering and Public Works, Alex Mestdagh

EXECUTIVE SUMMARY

This resolution proposes to release a slope easement along the west side of Kings Point Way on property owned by KPS Retail LLC.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

In 2019, the Town acquired a slope easement from KPS Retail, LLC, over a portion of Lot 2, Vantage Point Subdivision 1st Amendment. The easement was acquired to accommodate the construction of Kings Point Way (specifically, this easement allowed for the backslope of the roadway to be graded onto Lot 2). The slope easement agreement states that the easement may be released by the Town should Lot 2 be developed in a manner that provides adequate grading to support the roadway.

Lot 2 is currently being developed, and the approved grading plans for the property provide adequate support for the Kings Point Way backslope. This grading has been completed, and with the slope easement no longer being necessary to ensure the stability of the roadway, the property owner has requested that the easement be released.

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)



ATTACHMENTS

1. Vicinity Map
2. Resolution No. 24-047

RECOMMENDED MOTION

I move to approve Resolution No. 24-047 as a part of the consent agenda.



Cottonwood Drive

Kings Point Way

Slope Easement
(To Be Released)



Slope Easement Release
Vicinity Map

RESOLUTION NO. 24-047, Series of 2024

TITLE: A RESOLUTION APPROVING THE RELEASE OF THE SLOPE EASEMENT BY AND BETWEEN KPS RETAIL, LLC, AND THE TOWN OF PARKER CONCERNING A PART OF LOT 2, VANTAGE POINT SUBDIVISION FILING NO. 1, 1st AMENDMENT

WHEREAS, the Town and KPS Retail, LLC, (the “Grantor”), entered into a slope easement on June 7, 2019, which was recorded at Reception No. 2019034597 of the Douglas County Clerk and Recorder’s Office (the “Slope Easement”);

WHEREAS, Grantor requested the release of the Slope Easement, subject to site plan approval and the issuing of a grading permit; and

WHEREAS, the Town desires to release the Slope Easement, subject to the conditions described below.

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 release of the Slope Easement, which is attached hereto as **Exhibit 1** and incorporated by this reference.

Section 2. This Resolution shall go into effect upon the Grantor obtaining Site Plan approval and a grading permit for the project.

Section 3. The Town Council directs the Town Clerk to record this Resolution with the Douglas County Clerk and Recorder.

RESOLVED AND PASSED this ____ day of _____, 2024.

TOWN OF PARKER, COLORADO

Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

SLOPE EASEMENT

THIS SLOPE EASEMENT, made this 7 day of JUNE, 2019, between KPS RETAIL, LLC, a Colorado limited liability company, whose legal address is 50 Glenmoor Circle, Englewood, Colorado 80113 (the "Grantor"), and the TOWN OF PARKER, a Colorado home rule municipality, whose legal address is 20120 E. Mainstreet, Parker, Colorado 80138 (the "Grantee").

THE GRANTOR, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell and convey unto the Grantee, its successors and assigns forever, a perpetual easement over, across and on, the following described real property located in the County of Douglas, State of Colorado, and described as follows:

(See attached Exhibit "A")

Said easement is for the purpose of providing and maintaining (1) a proper sight distance and line of sight, (2) lateral support, and (3) proper drainage grade, as determined by the Parker Public Works Department, for a public roadway, road shoulder and attendant road improvements and construction. Grantee, its successors, contractors or assigns, and their agents and employees shall have full right to enter at all times upon said premises to survey, construct, repair, remove, replace, reconstruct, inspect, improve and maintain a suitable slope or grade which will provide the above mentioned proper sight distance and line of sight, lateral support, and proper drainage grade.

Grantor retains the right to use said property for any and all purposes which will not interfere with the Grantee's full use and enjoyment of the rights acquired herein. Provided, however, Grantor or his successors, assigns and subsequent Grantees, will not use or improve said property or grant any easements upon, over, across or under said property without first obtaining the written consent of the Grantee. Such consent will not be unreasonably withheld provided that the sight distance and line of sight, lateral support and proper drainage grade necessary for the roadway and its attendant facilities, as determined by the Grantee, is maintained.

Grantor for himself, his successors and assigns, does covenant, grant, bargain and agree with the Grantee, its successors and assigns, that at the time of the signing and delivery of this easement, he is well seized of the property on which the easement above conveyed is located, and has good, sure, perfect, absolute and indefeasible estate, in law, in fee simple and has good right, full power and lawful authority to grant, bargain, sell and convey the above easement in the manner and form set forth above, and that the property is free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature whatsoever.

Grantor and Grantee agree that this Easement may be released by Grantee upon the construction of an approved development on the Easement Property which provides the necessary adjacent support and protection of Kings Point Way that is created by this Easement.

The Grantor shall and will warrant and forever defend the above bargained easement in the quiet and peaceable possession of the Grantee, its successors and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof.

IN WITNESS WHEREOF, the Grantor has caused his name to be subscribed hereto, the day and year first written above.

**GRANTOR: KPS RETAIL, LLC, a Colorado
limited liability company**

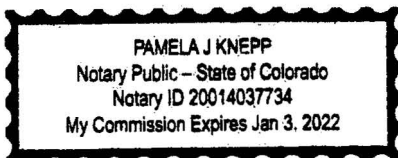
By: 
Printed Name: Peter NIEDERMAYR

STATE OF COLORADO)
) ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 7th day of JUNE, 2019, by Peter Niedermayr as Manager of KPS Retail, LLC.

My commission expires: 1/3/22

WITNESS my hand and official seal.




Notary Public

TOWN OF PARKER, COLORADO


Mike Waid, Mayor

ATTEST:


Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:


James S. Maloney, Town Attorney

EXHIBIT A
LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PART OF LOT 2, VANTAGE POINT SUBDIVISION FILING NO. 1, 1ST AMENDMENT, RECORDED AT RECEPTION NO. 2016034965, IN THE RECORDS OF THE DOUGLAS COUNTY, COLORADO, CLERK AND RECORDERS, LOCATED IN THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, SAID COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 4, WHENCE THE NORTHEAST CORNER OF SAID SECTION 4 BEARS NORTH 00°07'08" WEST, A DISTANCE OF 2,594.46 FEET;

THENCE NORTH 26°13'33" WEST, A DISTANCE OF 110.22 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 2,888.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 08°29'45" WEST AND THE **POINT OF BEGINNING**;

THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°20'27", AN ARC LENGTH OF 17.19 FEET;

THENCE NORTH 00°07'08" WEST, A DISTANCE OF 41.33 FEET;

THENCE NORTH 08°43'21" EAST, A DISTANCE OF 126.42 FEET;

THENCE NORTH 08°30'58" EAST, A DISTANCE OF 36.53 FEET;

THENCE NORTH 11°49'57" EAST, A DISTANCE OF 2.83 FEET TO THE EASTERLY BOUNDARY OF SAID LOT 2;

THENCE ALONG SAID EASTERLY BOUNDARY, SOUTH 00°07'08" EAST, A DISTANCE OF 65.64 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 822.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 81°52'20" EAST;

THENCE DEPARTING SAID EASTERLY BOUNDARY, SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08°14'49", AN ARC LENGTH OF 118.31 FEET;

THENCE SOUTH 00°07'08" EAST, A DISTANCE OF 24.10 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 0.053 ACRES, (2,316 SQUARE FEET), MORE OR LESS.

EXHIBIT ATTACHED AND MADE A PART HEREOF.



GERALD E. BOYSEN JR., PLS 32428
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVE., SUITE 1, LITTLETON, CO 80122
303-713-1898

ILLUSTRATION TO EXHIBIT A

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	0°20'27"	2888.00'	17.19'
C2	8°14'49"	822.00'	118.31'

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

LINE TABLE		
LINE	BEARING	LENGTH
L1	N00°07'08"W	41.33'
L2	N08°43'21"E	126.42'
L3	N08°30'58"E	36.53'
L4	N11°49'57"E	2.83'
L5	S00°07'08"E	65.64'
L6	S00°07'08"E	24.10'

LOT 2
VANTAGE
POINT
SUBDIVISION
FILING NO.
1, 1ST
AMENDMENT
REC. NO.
2016034965

TRACT C - VANTAGE POINT SUBDIVISION
REC. NO. 2015009596
N00°07'08"W 2594.46'
EAST LINE NE 1/4 SECTION 4
(BASIS OF BEARINGS)

OWNER:
TOWN
OF
PARKER
REC.
NO.
2016072202

UNPLATTED

NW 1/4 SEC. 3,
T.6S., R.66W.,
SIXTH P.M.

OWNER:
DOUGLAS COUNTY ASSOCIATES
LP C/O BILL MOORE
1900 16TH ST STE 300
DENVER, CO 80202

OWNER:
KPS RETAIL LLC
50 GLENMOOR CIR
ENGLEWOOD, CO
80113

PARCEL CONTAINS
2,316 (SQ.FT.)
0.053 ACRES
MORE OR LESS

POINT OF
BEGINNING

OWNER:
TOWN OF PARKER
PER PLAT REC. NO.
2015009596

N26°13'33"W
110.22' (TIE)

0' 50' 100' 200'
SCALE: 1" = 100'

COTTONWOOD
DRIVE

POINT OF
COMMENCEMENT

E1/4 CORNER OF SECTION 4,
T6S, R66W, SIXTH PM

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

PATH:
DWG NAME: SLOPE EASEMENT
DWG: RDR CHK: GEB
DATE: 05-28-2019
SCALE: 1" = 100'



AZTEC
CONSULTANTS, INC.

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

Q:\24919-10 - Prop Kings Point Way - L2 VPS F1, 1st And L&E\DWG\EXHIBITS

JOB NUMBER 24919-10

EXHIBIT A

NE1/4 S4, T6S, R66W, SIXTH PM.
PARKER, COLORADO

2 OF 2 SHEETS



Request for Town Council Action

Date: September 16, 2024

Submitted By: David Aden, Traffic Division Manager

Reviewed By: Michelle Kivela, Town Manager

Title: **Townwide Traffic Signal Cabinet Purchase (Bid No. 24-006)**

Amount: **\$266,950**

Contractor: **Econolite Control Products, Inc.**

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

EXECUTIVE SUMMARY

Each year the Town purchases new traffic signal cabinets. These cabinets are used both for new intersection builds and routine replacement for cabinets at end of service life. To ensure the best price, competitive bids were solicited. This contract accepts the lowest qualified bid and authorizes purchase of up to 20 cabinets with a not to exceed total of \$266,950.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Each year the Town purchases new traffic signal cabinets. Each year's purchase is typically a mix of needs between new intersection builds and routine replacement for cabinets at end of service life.

Cabinets pushed beyond normal service life can pose a greater risk of malfunction, and should be replaced to promote public safety. The Town regularly replaces 4 or 5 cabinets per year.

Town purchases of cabinets for new intersection construction reduce lead time and any associated delays when trying to finish new traffic signals that are needed as part of normal Town growth.

To ensure the best price, bids were solicited with the assistance of procurement staff. Qualified bids ranged from \$13,145 per cabinet to \$18,295 per cabinet. This contract accepts the lowest qualified bid and an allowance for shipping. Purchases will be made within the normal limits of annual budget and appropriations. It is anticipated that 20 cabinets will be needed in the next 12 months.

FINANCIAL IMPACT

The lowest bid was received as part of a competitive process to minimize costs to the Town. Replacement cabinets are funded for 2024 in the Traffic Services Account. Purchases for new traffic signal construction projects are funded in each respective Capital Account.

STRATEGIC GOAL(S)



PROMOTE A SAFE AND
HEALTHY COMMUNITY



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH

ATTACHMENTS

None

RECOMMENDED MOTION

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



Request for Town Council Action

Date: September 16, 2024

Submitted By: Michael Grabczyk, Project Engineer

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 9.378 - Second Reading**
A Bill for an Ordinance to Approve the Statement of Responsibilities Regarding Preparation of an Environmental Assessment for the Douglas County Regional Habitat Conservation Plan Between the Board of County Commissioners of the County of Douglas, the Town of Castle Rock, the Town of Parker, the United States Fish and Wildlife Service, and ERO Resources Corporation
Department: Engineering and Public Works, Michael Grabczyk

EXECUTIVE SUMMARY

This ordinance is to approve an agreement between the US Fish & Wildlife Service (USFWS), the Town of Parker, the Town of Castle Rock, and Douglas County (Permittees) regarding the renewal of a Habitat Conservation Plan (HCP) and Environmental Assessment (EA) for the Preble's Meadow Jumping Mouse. This agreement is to formalize the creation of a new EA by ERO Resources Corporation under the direction of USFWS, which will cover a proposed HCP amendment.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

In response to the proposed 1996 listing of the Preble's Meadow Jumping Mouse under the Endangered Species Act, the Permittees entered into a HCP and EA with the USFWS. This plan outlines protection measures for the Preble's Meadow Jumping Mouse while also allowing certain activities to occur within potential habitat through the use of an Incidental Take Permit (ITP). The plan became effective in 2006 and outlined 10 years of probable impacts to Preble's habitat from infrastructure and trail projects along the South Platte River, Cherry Creek, and Plum Creek. These impacts are then offset by the Permittees each protecting habitat areas in excess of the estimated impacts. Due to the Permittees' actual impacts being significantly less than estimated, the HCP, EA, and ITPs were administratively extended in 2016 by the USFWS until a renewal or amendment was applied for by the Permittees.

The HCP is critical to the approval of Town roadway, trail, and stormwater capital improvement projects within mapped Preble's habitat. As offset habitat is already provided for at the original HCP approval, each capital project must simply log, monitor, and report yearly on impacts. Over the years USFWS has started to allow the Permittees to regain protected habitat "bank"

from the re-establishment of habitat in areas temporarily disturbed by construction. Other minor practices in administrating the HCP have also evolved in the nearly 20 years it became effective.

In 2021, the Permittees engaged USFWS to amend the HCP in order to formalize administrative practices that have evolved over the years. During this time, the USFWS and Permittees have been coordinating the details of an amended HCP and EA, including the extension of the ITPs for an additional 30 years. This agreement outlines the timeline and responsibilities for the USFWS to issue an EA document for the proposed HCP amendment. This EA document is created by a consultant (ERO Resources Corporation) who is directed by the USFWS but paid by the Permittees. This agreement does not approve the execution of a contract with the consultant but only outlines the responsibilities for the creation of the EA document. The consultant will be contracted through the standard Town contracting process and paid for under an approved budget line item.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)



INNOVATE WITH
COLLABORATIVE
GOVERNANCE



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH

ATTACHMENTS

1. Ordinance No. 9.378

RECOMMENDED MOTION

I move to approve Ordinance No. 9.378 on second reading.

ORDINANCE NO. 9.378, Series of 2024

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE STATEMENT OF RESPONSIBILITIES REGARDING PREPARATION OF AN ENVIRONMENTAL ASSESSMENT FOR THE DOUGLAS COUNTY REGIONAL HABITAT CONSERVATION PLAN BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, THE TOWN OF CASTLE ROCK, THE TOWN OF PARKER, THE UNITED STATES FISH AND WILDLIFE SERVICE, AND ERO RESOURCES CORPORATION

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 Statement of Responsibilities Regarding Preparation of an Environmental Assessment for the Douglas County Regional Habitat Conservation Plan between the Board of County Commissioners of the County of Douglas, the Town of Castle Rock, the Town of Parker, the United States Fish and Wildlife Service, and ERO Resources Corporation, 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

STATEMENT OF RESPONSIBILITIES REGARDING PREPARATION OF AN ENVIRONMENTAL ASSESSMENT FOR THE DOUGLAS COUNTY REGIONAL HABITAT CONSERVATION PLAN

A. Purpose

1. THIS STATEMENT OF RESPONSIBILITIES (“Agreement”) is between the Board of County Commissioners of the County of Douglas, State of Colorado (“Douglas County”); the Town of Castle Rock, a Colorado municipal corporation (“Castle Rock”); the Town of Parker, a Colorado municipal corporation (“Parker”); the United States Fish and Wildlife Service (“USFWS”); and ERO Resources Corporation, a Colorado corporation (“Contractor”). The County, Castle Rock, Parker, USFWS and Contractor may be collectively referred to herein as “Parties”.

2. Douglas County and the towns of Castle Rock and Parker (collectively referred to herein as “Applicants”) are developing a Habitat Conservation Plan (HCP) in Douglas County, Colorado and intends to apply to the USFWS for a permit under Section 10(a)(1)(B) of the Endangered Species Act of 1973, as amended (16 U.S.C. 1531, et seq.) (ESA).

3. The USFWS has determined that an Environment Assessment (EA) must be prepared pursuant to the National Environmental Policy Act of 1969 (42 U.S.C. 4321, et seq.) (NEPA) and the Council on Environmental Quality Regulations for Implementing the Procedural Requirements of NEPA, 40 C.F.R. 1500-1508, and the Department of Interior regulations implementing NEPA, 43 C.F.R. Part 46, and related guidance. This process is necessary prior to making a decision on the Section 10 permit action for the Douglas County Regional HCP, in accordance with 50 C.F.R. parts 13, 17.22, and 17.32. The EA must comply with all provisions of NEPA and all implementing regulations for the federal agency.

4. An EA can be prepared by the USFWS or a contractor acting under the direction of the USFWS in accordance with 40 C.F.R. 1506.5(b)-(c) and 43 C.F.R. Part 46 (subpart D). When a contractor prepares an EA, the contractor shall prepare a disclosure statement for inclusion in the draft and final EA to ensure the avoidance of any conflict of interest.

5. The Contractor reports directly to the Colorado Field Office Supervisor of USFWS in the Colorado Field Office. The requirements of 40 C.F.R. 1506.5(c) relating to conflicts of interest must be followed.

6. The USFWS requires services for the preparation of the Douglas County Regional HCP EA; and the Contractor is willing to perform these services pursuant to the terms and conditions set out in this Agreement.

7. It is the purpose of this Agreement to establish an understanding between the Parties regarding the procedures to be followed and the responsibilities of the Parties in the preparation of the EA.

B. Requirements for Preparation of the EA

1. *General Requirements.* A number of requirements are set forth in 40 C.F.R. 1500-1508, CEQ Regulations for Implementing the Procedural Provisions of NEPA, and the Department of Interior's Regulations Implementing NEPA in 43 C.F.R. Part 46, and various Secretarial Orders, all relating to USFWS compliance with NEPA. Additional requirements are set forth in 516 DM 1-4, 8, Fish and Wildlife Service Manual, and 550 FW 1-5, relating to USFWS compliance with NEPA for its own actions, including the preparation of a joint permit EA by a contractor chosen by the USFWS where applicable. The Parties agree to satisfy each of these requirements as set forth below.

2. *Control of Contractor.* Contractor agrees to report directly to the USFWS. Although the Contractor will be paid by the Applicants, Contractor is obligated to follow the directions of the USFWS in regards to NEPA. The USFWS shall make the final determination on the inclusion or deletion of any material in the EA for purposes of satisfying NEPA requirements. The USFWS is ultimately responsible for assuring compliance with the requirements of NEPA. The Applicants agree to enter into an Agreement for Professional Services ("Contractor Agreement") with the Contractor that is consistent with the terms of this Agreement. The Contractor's scope of work, incorporated into this Agreement as Attachment 1, specifies work tasks and deliverables to complete the EA. All communications between the Applicants and the Contractor relative to NEPA shall be made through the USFWS in order to preserve the independent nature and integrity of the NEPA process. For example, if the Contractor needs information from the Applicants, the Contractor will ask USFWS to obtain that information on the Contractor's behalf, and USFWS will in turn provide that information to the Contractor.

3. *Disclosure Statement.* Contractor cannot have a financial or economic interest in the outcome of the Project. Contractor agrees to execute the Disclosure Statement attached hereto as Attachment 2.

4. *Payment of Contractor.* The Applicants agree to pay Contractor for all services rendered in the preparation of the EA. Contractor agrees that the USFWS is not obligated in any manner to pay for the services rendered by Contractor in relation to the Project. USFWS will authorize changes in the scope of work. The Applicants will pay any additional costs for changes in the scope of work. When requested to do so by USFWS, the Contractor will provide USFWS monthly statements of work anticipated to be performed under this Agreement, copies of Contractor's detailed requests to Applicants for payment to ensure Applicants' payment to Contractor aligns with the tasks performed for USFWS and Contractor's progress on the EA, and to maximize transparency.

5. *Scope of EA.* The general scope of the EA may be determined through an informal scoping process. Although formal scoping is not required for an EA, the CEQ recognizes that scoping may be a useful process. The scope of an EA may be amended from time to time in order to better comply with the intent of NEPA and its implementing regulations. Contractor will be responsible for organizing any public meetings, compiling scoping comments and providing scoping updates to USFWS.

6. *Schedule of EA Preparation.* Execution of this Statement does not initiate the NEPA process start date. The USFWS will initiate the NEPA document [*via publication in the Federal Register of the/NOA*] only after the USFWS determines that it is in receipt of a completed ITP application, and initiation of the NEPA process accords with applicable law and government policies. At its option, the Contractor may proceed with gathering data, undertaking preliminary effects analysis, collaborating with USFWS staff, etc., in anticipation of the Applicants' submission of a completed application. Any such work would be considered part of NEPA pre-scoping phase of the Project and would not initiate the formal NEPA process start date. The anticipated schedule for the preparation of the NEPA document will be determined by the USFWS, in coordination with the Applicants, the Contractor, and any NEPA cooperating agencies, after the USFWS is in receipt of a completed application. The schedule will conform to all applicable laws and government policies. The Parties agree to use reasonable effort to meet the NEPA schedule. In consultation with the Applicant, the Contractor, and any NEPA cooperating agencies, and in accordance with applicable law, the NEPA schedule may be revised by the USFWS from time-to-time to, without limitation, reflect new information or interpretations, changed circumstances, staffing limitations, or to meet legal requirements.

For purposes of 42 USC 4336(g)(2), which establishes deadlines for the completion of the NEPA process, if the USFWS reasonably determines that a delay in completing the NEPA process was caused in whole or in part by the acts or omission of the Contractor or the Applicant, or was otherwise caused by circumstances outside the USFWS's control (including, without limitation, new information obtained during a comment period that necessitates investigation or substantive revision to the NEPA document), the Parties agree that the USFWS will, after consultation with the Contractor (if the Contractor is still providing services to USFWS) and Applicant and any cooperating agency and participating agencies, establish a new NEPA schedule that provides only so much additional time as is necessary to complete the NEPA document, and the Applicant will support and abide by the USFWS's revised NEPA schedule.

7. *Draft EA.* Contractor will have the primary responsibility for writing and revising the EA at the direction of USFWS. The USFWS will be given the opportunity to comment on and make changes to the EA at agreed upon stages of its development and completion as set forth in the Schedule of EA Preparation described in section (B)6 above. The requirements for production of the Administrative Drafts, Draft, and Final EA and deliverables are specified in the Contractor Agreement at Attachment 2. The Contractor will be responsible for providing sufficient copies of the documents on a timely basis to meet the USFWS's circulation requirements. The USFWS will be responsible for filing the draft EA for publication of its Notice of Availability in the Federal Register, if such notice is required.

8. *Public Meetings and Comments.* The Contractor will be responsible for compiling all public comments. Upon completion of the Draft EA, the Contractor will be responsible for organizing any necessary public meetings and/or hearings. The USFWS will receive all comments on the draft EA resulting from public review and comment period(s), and will refer them to the Contractor for development of responses. The Contractor will be responsible for drafting initial responses to public comments and provide the same to USFWS.

9. *Final EA.* After the close of the draft EA review and comment period, the USFWS will identify the issues and comments that will require response in the final EA. The

USFWS will refer to Contractor these comments for analysis and reply. The USFWS will determine the necessary modifications to the draft EA. The Contractor will incorporate the comments, responses and modifications into the final EA. The USFWS will review the completed document and file the final EA.

C. Termination and Modifications

1. This Agreement remains in effect until a decision is made on the Section 10(a)(1)(B) permit or until the permit request(s) is/are withdrawn.

2. Any party may terminate this Agreement at any time by giving written notice to the other Parties.

3. This Agreement may be modified or amended only by written instrument signed by all of the Parties hereto.

D. Notice

Any notice or communication that any party desires or is required to give to the others shall be in writing and be served personally or sent by first class mail, postage prepaid, addressed as follows:

APPLICANTS: Douglas County
Attention:
100 3rd Street
Castle Rock, Colorado 80103

Town of Castle Rock
Attention:
100 N. Wilcox Street
Castle Rock, Colorado 80104

Town of Parker
Attention:
20120 E. Mainstreet
Parker, Colorado 80138

USFWS: U.S. Fish and Wildlife Service
Attention: Liisa M. Hernández Niva
P.O. Box 25486, DFC (MS 65412)
Denver, CO 80225-0486

CONTRACTOR: ERO Resources Corporation
Attention: Ron Beane
1626 Cole Boulevard, Suite 100
Lakewood, Colorado 80401

The Parties have executed this Agreement on _____, 202_ (Effective Date). If the Contractor is a corporation, documentation must be provided that the person signing below for the Contractor has the authority to do so.

**SIGNATURE PAGE
TO THE
STATEMENT OF RESPONSIBILITIES**

The parties hereto have caused this Agreement to be executed as of the Effective Date.

APPLICANT:

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

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

**SIGNATURE PAGE
TO THE
STATEMENT OF RESPONSIBILITIES**

The parties hereto have caused this Agreement to be executed as of the Effective Date.

APPLICANT:

TOWN OF CASTLE ROCK, A COLORADO MUNICIPAL CORPORATION

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

**SIGNATURE PAGE
TO THE
STATEMENT OF RESPONSIBILITIES**

The parties hereto have caused this Agreement to be executed as of the Effective Date.

APPLICANT:

TOWN OF PARKER, A COLORADO MUNICIPAL CORPORATION

By: _____

Name: Jeff Toborg

Title: Mayor

ATTEST:

By: _____

Name: Chris Vanderpool

Title: Town Clerk

APPROVED AS TO FORM:

By: _____

Name: Jamie Wynn

Title: Town Attorney

**SIGNATURE PAGE
TO THE
STATEMENT OF RESPONSIBILITIES**

The parties hereto have caused this Agreement to be executed as of the Effective Date.

CONTRACTOR:

ERO RESOURCES CORPORATION, A COLORADO CORPORATION

By: _____

Name: _____

Title: _____

**SIGNATURE PAGE
TO THE
STATEMENT OF RESPONSIBILITIES**

The parties hereto have caused this Agreement to be executed as of the Effective Date.

UNITED STATES FISH AND WILDLIFE SERVICE

By: _____

Name: _____

Title: _____

ATTACHMENT 1 – CONTRACTOR’S SCOPE OF WORK

(See attached)

ERO Resources Corporation 2024 Scope of Work Environmental Assessment for the Douglas County Habitat Conservation Amendment

February 6, 2024

Background

Douglas County (County) and the Towns of Castle Rock and Parker (Towns) are in the process of amending and renewing the terms of the 2006 Douglas County Habitat Conservation Plan (DCHCP) and associated incidental take permits (ITPs). ITPs are federal permits issued by the U.S. Fish and Wildlife Service (Service) and constitute a federal action requiring review under the National Environmental Policy Act (NEPA). Based on discussions with the Service, processing the requested DCHCP amendment and its associated ITPs will require submitting a new Habitat Conservation Plan (HCP) and a separate Environmental Assessment (EA). The County and the Towns have the responsibility of producing the HCP, with the Service reviewing and approving the documents. The EA will be prepared by ERO Resources Corporation (ERO) as a third-party contractor under the direct supervision of the Service but paid for by the County and Towns. The County and Towns will have the opportunity to review and comment on the Draft EA prior to any release to the public. The Service is also responsible for ensuring proper review and notification of the EA (e.g., Federal Register notice). The 2006 DCHCP integrated the HCP and EA to reduce duplication and to facilitate review; however, as part of the renewal and major amendment process, the Service requires the HCP and EA be separated into two documents to comply with new Service guidance.

The Service has requested that the preparation of the EA, including ERO personnel and invoicing, be kept separate from the HCP process to maintain a clear and legal distinction between the two documents. Therefore, ERO has created two independent invoicing groups to separate the accounts of the EA from the HCP. A Scope of work and cost estimate for the HCP will be submitted to the County and Towns separately.

Task 1. Prepare EA

Preparing the EA will include updating the purpose and need and alternative actions considered and addressing the proposed 30-year permit term extension. It will be made clear in the draft EA which sections/text is from the 2006 DCHCP/EA and which sections/text has been updated or is new. Taking this approach for the EA will result in documents that reflect the entire HCP process to date. ERO will compile a draft EA document that includes all necessary information to support a thorough analysis of the environmental impacts of the Service issuing ITPs for the DCHCP amendment per Service guidelines and NEPA regulations.

Estimated Cost: \$17,000

Task 2. NEPA Coordination and Meetings

Preparing the EA will require ERO to coordinate with the Service frequently through virtual and in person meetings, phone calls, and email correspondences. This task includes time and estimated costs for this coordination. ERO will also ensure that all documents and figures are reviewed for technical and editorial accuracy. This task also includes items associated with the project coordination such as additional internal team communication, project management, and quality assurance.

Estimated Cost: \$14,000

Assumptions

This Scope of Work and associated estimated costs assume the following:

- Revision of the EA will not require fieldwork or site visits.
- ERO assumes two rounds of review and comment incorporation on the EA.
- ERO will provide electronic copies of the drafts and final documents; no hard copies will be provided.
- The extent and detail of public comments are hard to predict and costs for responding to these comments are not included. Should the Service request assistance on responding to public comments ERO will submit a new Scope of Work for review and approval.

Estimated Costs

EA Invoice Group

All tasks will be completed on a time-and-materials basis for a cost not to exceed \$31,000, including expenses billed at cost plus 8%, based on the following cost sharing ratios:

Town of Parker will contract 50% of the total with ERO = \$15,500

Douglas County will contract 25% of the total with ERO = \$7,750

Town of Castle Rock will contract 25% of the total with ERO = \$7,750

ERO will invoice each entity separately and on a monthly basis at the sharing ratios identified above for the services and expenses incurred during the previous 30 days. ERO will invoice the HCP and EA under separate invoice groups. This will maintain a clear separation of personnel and expenses attributed to each permitting process. ERO will also include a budget tracking spreadsheet each month with the invoices.

ATTACHMENT 2 – DISCLOSURE STATEMENT

(See attached)

**UNITED STATES FISH AND WILDLIFE SERVICE
NATIONAL ENVIRONMENTAL POLICY ACT
CONTRACTOR DISCLOSURE STATEMENT**

The Board of County Commissioners of the County of Douglas, State of Colorado; the Town of Castle Rock; and the Town of Parker (“Applicants”) are developing a Habitat Conservation Plan (HCP) Amendment in Douglas County, Colorado (“Project”). The Applicants intend to apply to the United States Fish and Wildlife Service (“USFWS”) for a permit allowing the incidental take of certain species under section 10(a) of the Endangered Species Act of 1973 (“ESA”; 16 U.S.C. 1539(a)).

ERO Resources Corporation (“Contractor”) proposes to assist the USFWS in expediting USFWS’s National Environmental Policy Act (“NEPA; 42 U.S.C. 4321-4347) compliance for the Project by preparing an Environmental Assessment (EA) (“NEPA document”) under the USFWS’s guidance and control. The NEPA document will conform to the requirements of the NEPA and its implementing regulations (40 CFR 1500-1508); the Department of the Interior NEPA regulations (43 CFR Part 46), the DOI Departmental Manual chapters 1-4 and chapter 8; and other applicable laws and federal government policies.

Pursuant to 40 CFR 1506.5 (c)(4) “The lead agency, or, where appropriate, a cooperating agency shall prepare a disclosure statement for the contractor’s execution specifying that the contractor has no financial or other interest in the outcome of the action.” The phrase “financial or other interest in the outcome of the action” is interpreted broadly to cover any known benefits other than general enhancement of professional reputation (*Forty Most Asked Questions Concerning CEQ’s National Environmental Policy Act Regulations*, Question 17a, 46 Fed. Reg. 18026). The disclosure statement “need not include privileged or confidential trade secrets or other confidential business information” (40 CFR 1506.5 (c)(4)).

The Contractor understands that this disclosure statement will be used by the USFWS in determining whether the Contractor’s participation raises any actual or potential conflict(s) of interest that preclude its preparation of the NEPA document. As used here, the term “conflict of interest” means a financial or other interest in the outcome of the project (other than general enhancement of professional reputation) that may prevent or impair the Contractor’s ability to provide, without limitation, impartial and objective analysis, information collection, assistance, or advice to the Government. Indicators of a potential conflict of interest include, without limitation, the following:

1. Any direct financial or other interest of the Contractor in the outcome of the proposed Project. This includes, without limitation, a promise of future construction or design work if the project is approved.
2. Any potential direct or indirect benefit of the Contractor in the outcome of the project, other than the enhancement of the Contractor’s professional reputation. For example, a conflict of interest could exist if project approval could aid third parties

that the Contractor has a special relationship with, such as a client, a partner, a parent, or a subsidiary corporation.

3. Whether the Contractor is receiving payment for any Project-related work from a party other than the Applicants.
4. Whether the Contractor is or was involved in developing initial data, plans, conducting initial analysis, etc., for the Project and, if so, the scope and extent of that work.
5. Whether the Contractor has or proposes to enter a contract or agreement with Applicants (other than a payment contract for the NEPA document) or another party related to the Project including, without limitation, contracts or agreements related to Project planning or development and HCP or CBA development.

The Contractor understands that if any potential conflict of interest is identified, the USFWS may, in its sole discretion, work with the Contractor to develop measures to avoid the conflict and may include those measures as conditions on the Contractor's participation in the Statement of Responsibilities.

In view of the above and after conducting due diligence, I, Nicole Den Herder, NEPA Specialist/Principal and authorized representative of the Contractor, have determined that the Contractor has a potential conflict(s) of interest as described below:

ERO is the contractor that developed the 2006 Douglas County HCP and is working with the Applicants on developing the HCP Amendment. ERO has been fully transparent with the USFWS and has worked closely with the Colorado Ecological Services Field Office and regional USFWS HCP personnel to implement the following safeguards to ensure no conflict of interest exists: 1) ERO personnel working on the HCP Amendment (HCP Team) are completely separate from the personnel working on the NEPA document (NEPA Team); 2) the HCP Team and the NEPA Team will have no direct communication regarding the HCP Amendment, and questions or requests for information between the two teams will flow through the USFWS; 3) contracting and administration of the HCP Amendment and NEPA document will be kept completely separate; and 4) there will be no direct communication between the NEPA Team and the HCP Applicants.

The Contractor recognizes that the USFWS is relying on the Contractor's promise to fully disclose any actual and potential conflicts of interest. The Contractor recognizes that the USFWS will rely on that promise when making personnel and other resource allocations necessary to appropriately, timely, and cost effectively process the Applicants' permit application. The Contractor acknowledges that inadequate or inaccurate disclosures discovered after initiation of NEPA document preparation by the Contractor may, without limitation, cause the USFWS to reinstate, in whole or part, the NEPA document and prohibit further Contractor participation. This could cause the Government to incur significant and unnecessary costs and may cause delay in processing the Applicants' permit request.

Signature: 

Name: Nicole Den Herder

Title: NEPA Specialist/Principal

Date: August 1, 2024



Request for Town Council Action

Date: September 16, 2024

Submitted By: Brooke Spain, Events Manager

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 9.379 - Second Reading**
A Bill for an Ordinance to Approve the Intergovernmental Agreement
by and between the Town of Parker and the Board of County
Commissioners of Douglas County Regarding Cost Sharing for a Drone
Show

Department: Communications, Brooke Spain

EXECUTIVE SUMMARY

Douglas County has offered to partner with the Town and share the cost for the Town's Fall Fest Drone Show Finale on September 28, 2024. An intergovernmental agreement between the Town and the Board of County Commissioners of Douglas County is necessary for this partnership and cost sharing.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town frequently works with other governmental entities and organizations on projects, programs, and events, and continuously seeks to build on those relationships. Working together with other governmental entities and organizations benefits the broader community and also helps to offset the cost of projects, programs, and events. Douglas County has reached out to the Town and requested to enter into a partnership and cost sharing for the Town's Fall Fest Drone Show Finale on September 28, 2024.

FINANCIAL IMPACT

The County will contribute \$17,500 to the total \$35,000 cost.

STRATEGIC GOAL(S)



ATTACHMENTS

1. Ordinance No. 9.379

RECOMMENDED MOTION

I move to approve Ordinance No. 9.379 on second reading.

ORDINANCE NO. 9.379, Series of 2024

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE TOWN OF PARKER AND THE BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY REGARDING COST SHARING FOR A DRONE SHOW

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

Section 1. The Town Council of the Town of Parker hereby approves the Intergovernmental Agreement by and between the Town of Parker and the Board of County Commissioners of the County of Douglas Regarding Cost Sharing for a Drone Show, 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

INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF PARKER AND THE BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY REGARDING COST SHARING FOR A DRONE SHOW

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into this _____, by and between the Town of Parker, a Colorado home rule municipality (the “Town”), and the Board of County Commissioners of Douglas County, State of Colorado (the “County”), hereinafter collectively referred to as the “Parties.”

RECITALS

WHEREAS, the Town desires to forge relationships with organizations and other governmental entities that are seeking to partner with the Town for programs and events (collectively, “Events”) and thereby provide added benefit to the broader community and help the Town defray the costs of such Events.

WHEREAS, the County desires to make a payment to the Town, which is intended to share in the cost of holding the Fall Fest Drone Show Finale (the “Drone Show”) for the benefit of residents of the Town and extended community (“County Contribution”).

WHEREAS, the County agrees that it is providing the County Contribution to the Town in exchange for the benefits described in this Agreement, including the acknowledgment of the County as a partner of the Drone Show. The County further agrees that none of the benefits provided by this Agreement, either alone or in the aggregate, are intended to constitute a substantial return benefit to County under Section 513(i) of the Internal Revenue Code or Treasury Regulation Section 1.513-4 (codified at 26 C.F.R. § 1.513-4).

AGREEMENT

NOW, THEREFORE, for and in consideration of the covenants and conditions set forth herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Town and the County agree as follows:

1. TERM OF AGREEMENT

A. Subject to the terms and conditions of this Agreement, the term of this Agreement shall commence September 27, 2024, and shall terminate upon completion of the Drone Show, unless earlier terminated as set forth herein.

2. COUNTY CONTRIBUTION

A. The County Contribution shall be Seventeen Thousand Five Hundred and 00/100 (\$17,500.00) payable to the Town. The County Contribution shall be paid on or before September 27, 2024, and is non-refundable, except as otherwise provided in this Agreement.

B. The Town shall provide the County with a record of payment upon request.

3. COUNTY BENEFITS AND RESTRICTIONS

A. Benefits. The County will be provided with the benefits defined in **Exhibit A** of this Agreement as well as the additional benefits described in this paragraph.

B. Use of the County Logo and Name. The County logo provided in **Exhibit B** and name shall also be used as follows:

(i) County Acknowledgment. The Town shall acknowledge the County in Town materials as selected by the Town and in accordance with Exhibit A.

(ii) Marketing Materials. The County's name may be identified on the Town of Parker social media pages, newsletters, special events and other marketing materials as space and design restrictions allow.

C. Use of Town Marketing Materials. The Town shall provide the County with copies of its marketing materials to share on the County website to publicize the Drone Show. The County is asked to share the Town's social media posts on its own channels rather than creating its own posts unless the County first obtain prior written approval by the Town.

D. County Giveaways. Should the County wish to provide giveaways of prizes to attendees at the Drone Show, the County must provide the Town with a detailed description requesting approval prior to the Drone Show.

4. TERMINATION

A. The Town may terminate the Agreement for any of the following reasons:

- (i) County fails to make the payment specified in Paragraph 2;
- (ii) The Town cancels the Drone Show; or
- (iii) A force majeure event that necessitates the cancellation of the Drone Show.

B. If the Town cancels the Drone Show for its convenience and not due to a force majeure event, breach of contract by the Drone Show contractor, or other circumstance out of the Town's control, the Town shall refund the County Contribution to the County within thirty (30) calendar days after it cancels the Drone Show.

C. If the Drone Show is cancelled or postponed to a later date for any other reason, the County shall not be entitled to a refund of the County Contribution.

5. MISCELLANEOUS

A. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Douglas County, Colorado.

B. No Waiver. This Agreement or any of its provisions may not be waived except in writing by a party's authorized signatory. The failure of a party to enforce any right arising under this Agreement on one or more occasions will not operate as a waiver of that or any other right on

that or any other occasion. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligations of this Agreement.

C. Integration. This Agreement and any attached exhibits constitute the entire Agreement between the parties, superseding all prior oral or written communications.

D. Third Parties. The enforcement of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the Town and the County. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third person, nor shall anything contained in this Agreement be construed as a waiver of any provision of the Colorado Governmental Immunity Act, C.R.S. §24-10-101, et seq., as amended. It is the express intention of the Town and the County that any such person or entity, other than the Town or the County, receiving benefits under this Agreement shall be deemed an incidental beneficiary only.

E. Notice.

(i) Key Notices. “Key Notices” under this Agreement are notices regarding Agreement default, contractual dispute, or termination of the Agreement. Key Notices shall be given in writing and shall be deemed received if given by: (1) electronic mail (as set forth in subsection (ii) below) when transmitted, if transmitted on a business day and during normal business hours of the recipient, and otherwise on the next business day following transmission; (2) certified mail, return receipt requested, postage prepaid three (3) days after being deposited in the United States mail; or (3) overnight carrier service or personal delivery, when received. For Key Notices, the parties will follow up any electronic mail with a hard copy of the communication by the means described in (i)(2) or (i)(3) above. The requirement for following up a Key Notice made by electronic mail with a hard copy shall be deemed waived by the receiving party upon acknowledgement, via electronic mail, within three business days of transmission of a Key Notice, that the Key Notice has been received. All other communications or notices between the parties that are not Key Notices may be done via electronic mail. Notice shall be given to the parties at the following addresses:

Town of Parker
20120 E. Mainstreet
Parker, CO 80138
Attn.: Brooke Spain, Community Events Manager
Email: bspain@parkerco.gov

with a copy to:
Town of Parker
Attn: Legal/Town Attorney
20120 E. Mainstreet
Parker, CO 80138
legal@parkerco.gov

Douglas County
Attn.: Nick Giaque, Parks Program Manager
9651 S. Quebec St. Littleton, CO 80130
ngiaque@douglas.co.us

With electronic copy sent to: attorney@douglas.co.us

(ii) Electronic Mail. The Parties agree that: (1) any notice or communication transmitted by electronic mail shall be treated in all manner and respects as an original written document; (2) any such notice or communication shall be considered to have the same binding and legal effect as an original document; and (3) at the request of either party, any such notice or communication shall be re-delivered or re-executed, as appropriate, by the party in its original form. The parties further agree that they shall not raise the transmission of a notice or communication, except for Key Notices, by electronic mail as a defense in any proceeding or action in which the validity of such notice or communication is at issue and hereby forever waives such defense. For purposes of this Agreement, the term “electronic mail” means email.

F. Appropriation. Pursuant to C.R.S. § 29-1-110, the financial obligations of the Town and the County contained herein which are payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available.

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

H. Additional Documents. The Parties agree to execute any additional documents or take any additional action that is necessary to carry out the intent of this Agreement.

I. Separate Entities. The Parties enter into this Agreement as separate, independent governmental entities and shall maintain such status throughout.

J. Severability. It is understood and agreed by the Parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

K. Recitals. The Recitals to this Agreement are incorporated herein by this reference.

L. Modification. This Agreement may only be modified upon written agreement of the parties.

M. Assignment. Neither this Agreement nor any of the rights or obligations of the parties hereto, shall be assigned by either party without the written consent of the other.

N. Damages. Neither party shall be entitled to consequential, special, or punitive damages for any breach of this Agreement.

O. Execution by Counterparts; Electronic Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. 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.

[Signatures on following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first set forth above.

TOWN OF PARKER, COLORADO

By: _____
Jeff Toborg, Mayor

Date: _____

ATTEST:

Chris Vanderpool Town Clerk

APPROVED AS TO FORM:

Jamie Wynn, Town Attorney

BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY

By: _____

Date: _____

ATTEST:

APPROVED AS TO CONTENT:

Douglas J. DeBord, County Manager

_____,
Clerk to the Board

APPROVED AS TO FORM: APPROVED AS TO FISCAL CONTENT:

Chris Pratt, Senior County Attorney

Andrew Copland, Director of Finance

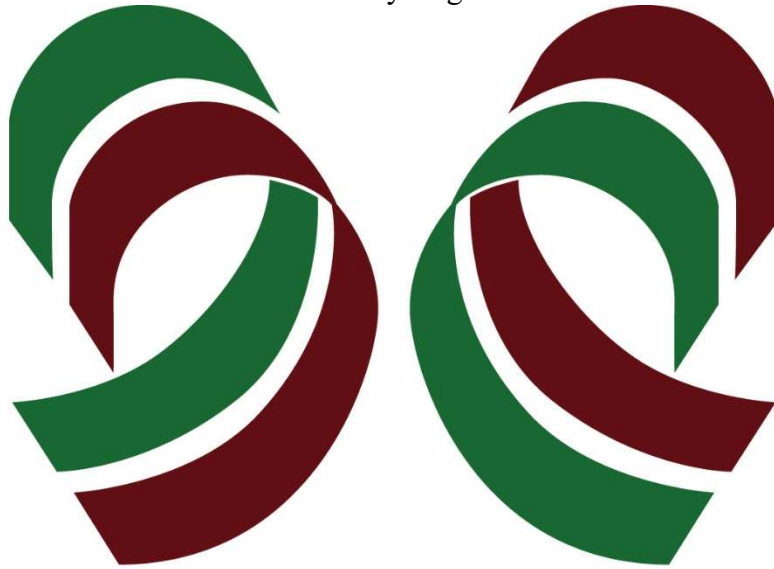
EXHIBIT A

County Benefits

In return for the County's contribution to the Fall Fest Drone Show, the Town will acknowledge the County as a partner in hosting the Drone Show finale. Messaging will be "The Town of Parker and Douglas County have teamed up to host the 2024 Fall Fest Drone Show finale". Co-partner recognition will be consistent in all messaging on social media, website and print marketing.

EXHIBIT B

County Logo



DOUGLAS
COUNTY
COLORADO





Request for Town Council Action

Date: September 16, 2024

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

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 9.380 - Second Reading**
A Bill for an Ordinance to Approve the Intergovernmental Agreement Regarding Joint Management of Proposition 123 Funding and Credits, by and between the Douglas County Housing Partnership, Douglas County, the City of Castle Pines, the City of Lone Tree, the Town of Parker, and the Town of Castle Rock
Department: Community Development, Bryce Matthews

EXECUTIVE SUMMARY

On October 2, 2023, the Town Council directed staff to prepare and file a Proposition 123 Commitment for affordable housing with the State of Colorado. In addition, the Council directed staff to work with Douglas County Housing Partnership (DCHP) and Douglas County jurisdictions to prepare an Intergovernmental Agreement (IGA) to memorialize their commitment to a regional approach that supports affordable housing opportunities, increases affordable housing units and establishes a method of distributing Proposition 123 affordable housing credits in excess of each jurisdiction's baseline goal. The IGA is a coordinated effort between DCHP and Douglas County jurisdictions to address Proposition 123, support affordable housing activities and provide for the distribution of affordable housing credits in excess of each jurisdiction's baseline goal to those communities that may need the credits.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Colorado voters approved Proposition 123 as part of the Statewide election in November 2022. Proposition 123 is intended to increase the supply of affordable housing and support the creation of homelessness assistance programs throughout the state. The initiative directs 0.1 percent of Colorado's income tax revenue to programs that include helping essential workers, such as teachers and nurses, buy homes while providing financial support to local governments for the creation of new affordable housing units. It establishes the goal of increasing affordable housing by three (3) percent each year and nine (9) percent over a three (3) year period for participating jurisdictions. The projects and activities that are eligible for funding under Proposition 123 include: land banking, affordable housing development, concessionary debt, down payment assistance, homelessness support and local capacity building.

Proposition 123 Funding Available

Staff prepared and filed a Proposition 123 commitment on October 2, 2023 for the Town as directed by the Town Council to meet the November 1, 2023 deadline. The filing of the Proposition 123 commitment to increase affordable housing has created the opportunity for increased funding from the State to support affordable housing activities by the DCHP for programs and projects in the Town, Douglas County and other municipalities that are members of the DCHP. The State has estimated that Proposition 123 generated \$135 million in additional funding to support affordable housing activities in 2023, which was the first year the initiative was in operation. Proposition 123 has generated greater than \$9 million in additional funding to support affordable housing activities throughout Douglas County since the filing of commitments by the Town, Douglas County and other municipalities that are members of the DCHP.

Proposition 123 Commitment

The initial step for a local government to qualify for Proposition 123 funding was to establish a baseline number of affordable housing units and commit to increasing the number of units by 9 percent over the next three (3) years. The U.S. Census Bureau's American Community Survey from 2017 to 2021 was utilized by the State Division of Local Government Affairs (DOLA) to estimate the number of affordable housing units in Douglas County. DOLA provided the following data to assist local governments with determining their baseline and three (3) year commitment.

Jurisdiction Baseline 3 Year Commitment

Jurisdiction	Baseline	3-Year Goal
Castle Pines	206	19
Castle Rock	3,067	277
Larkspur	32	3
Lone Tree	728	66
Parker	2,481	224
Douglas County (unincorporated)	4,820	434
TOTAL	11,334	1,023

Intergovernmental Agreement Summary

The State and DOLA allow jurisdictions to partner to achieve their three (3) year affordable housing goals. Consistent with Town Council direction, staff has worked with the DCHP, Douglas County and other municipalities that are members of the DCHP to draft an IGA that establishes parameters focusing on a collaborative approach to Proposition 123, the regional management of Proposition 123 commitments and the allocation of development credits to the County and each participating municipality. The IGA authorizes the DCHP to seek funding

from the State Affordable Housing Fund for local programs and projects, subject to approval by the DCHP Board and the governing body of each DCHP member where a project may be located.

The IGA stipulates that a policy will be developed by the DCHP Board to distribute surplus credits related to the development of affordable housing. The goal of the policy will be to ensure that as many jurisdictions as possible meet their respective goals, so they may be eligible for future funding. The recommendations for the distribution of surplus credits will be presented to the DCHP Board and the governing body of each member jurisdiction for input and direction before a decision is made. The decision-making regarding credit distribution will require a majority vote by the DCHP Board. The IGA makes the DCHP responsible for tracking affordable housing programs, projects and required reporting for compliance purposes. This aspect of the partnership will require the cooperation and participation of the Town, Douglas County and other municipalities that are members of the DCHP.

The IGA will automatically renew annually unless terminated by mutual consent or unilaterally by the DCHP Board. Upon termination or withdrawal of any party, DCHP will oversee the redistribution of affordable housing development credits.

Intergovernmental Agreement Status

The Douglas County Board of County Commissioners approved the IGA on August 13, 2024. At the time of this staff report, the IGA is scheduled to be considered by the governing bodies of Castle Rock, Castle Pines and Lone Tree but has not yet been approved by these jurisdictions.

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)



INNOVATE WITH
COLLABORATIVE
GOVERNANCE



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH



ENHANCE ECONOMIC
VITALITY

ATTACHMENTS

1. Ordinance No. 9.380

RECOMMENDED MOTION

I move to approve Ordinance No. 9.380 on second reading.

ORDINANCE NO. 9.380, Series of 2024

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE INTERGOVERNMENTAL AGREEMENT REGARDING JOINT MANAGEMENT OF PROPOSITION 123 FUNDING AND CREDITS, BY AND BETWEEN THE DOUGLAS COUNTY HOUSING PARTNERSHIP, DOUGLAS COUNTY, THE CITY OF CASTLE PINES, THE CITY OF LONE TREE, THE TOWN OF PARKER, AND THE TOWN OF CASTLE ROCK

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

Section 1. The Town Council of the Town of Parker hereby approves the Intergovernmental Agreement Regarding Joint Management of Proposition 123 Funding and Credits, by and between the Douglas County Housing Partnership, Douglas County, the City of Castle Pines, the City of Lone Tree, Town of Parker and the Town of Castle Rock, 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

INTERGOVERNMENTAL AGREEMENT REGARDING JOINT MANAGEMENT OF PROPOSITION 123 FUNDING AND CREDITS

This INTERGOVERNMENTAL AGREEMENT REGARDING JOINT MANAGEMENT OF PROPOSITION 123 FUNDING AND CREDITS (“Agreement”) is made, entered into as of the ____ day of _____ 2024, by and between: The DOUGLAS COUNTY HOUSING PARTNERSHIP (“DCHP”), a multi-jurisdictional housing authority, DOUGLAS COUNTY, a Colorado county and political subdivision (“County”), and the following municipalities: CITY OF CASTLE PINES, a Colorado home rule municipality (“Castle Pines”), CITY OF LONE TREE, a Colorado home rule municipality (“Lone Tree”), TOWN OF PARKER, a Colorado home rule municipality (“Parker”), and TOWN OF CASTLE ROCK (“Castle Rock”), a Colorado home rule municipality, collectively referred to as the “Municipal Members.” The DCHP, the County, and Municipal Members are collectively referred to herein as “Parties”.

RECITALS

WHEREAS, in 2022, Colorado voters approved Proposition 123 which has been codified in §29-32-101 et seq. C.R.S. to make additional state funding available to participating local jurisdictions for affordable housing purposes; and

WHEREAS, the County and Municipal Members have a growing need for affordable housing for residents with earned income that is insufficient to secure quality housing in reasonable proximity to their workplace to include workforce housing; and

WHEREAS, the Denver metro area, which includes portions of Douglas County, is experiencing a growing homelessness crisis that will require increasing resources of affordable housing financing and support to help alleviate; and

WHEREAS, vulnerable populations within all of Douglas County including veterans, older adults, children, individuals with disabilities, among others, need a safe and affordable place to call their home; and

WHEREAS, housing needs vary widely between different families and individuals requiring a wide array of housing options from detached single family homes, to condominiums and other multifamily options; and

WHEREAS, the County and the Municipal Members have established the DCHP, a multi-jurisdictional housing authority, through that certain Amended and Restated Establishing Intergovernmental Agreement for the Douglas County Housing Authority, A Multijurisdictional Housing Authority dated December 20, 2020; and

WHEREAS, the purpose of the DCHP is to effect the planning, financing, acquisition, construction, reconstruction or repair, maintenance, management, and operation of housing projects or programs pursuant to a multijurisdictional plan in order to provide dwelling accommodations at rental prices or purchase prices within the means of families of low or moderate income, to provide affordable housing projects or programs for employees of employers located within the jurisdiction of the Authority, and for any other purpose permitted by law; and

WHEREAS, in accordance with the requirements of §29-32-105, C.R.S., the Parties have formally committed to participate in the program for use of a state affordable housing fund (“Fund”) within the boundaries of Douglas County; and

WHEREAS, under §29-32-105, C.R.S., local governments are encouraged to enter into written agreements with each other that allow each jurisdiction to receive partial credit towards the local government's affordable housing unit growth requirement; and

WHEREAS, it would be in the best interest of all of the Parties to participate collectively in the planning, development, and financing of affordable housing projects and programs to ensure that affordable housing is available to their citizens.

NOW THEREFORE, in consideration of the terms and conditions of this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the DCHP, the County, and Municipal Members agree as follows:

1. Each Municipal Member and the County has filed their respective affordable housing commitment with the Division of Housing (“Division”) in the Department of Local Affairs (“Commitment”) pursuant to C.R.S. §29-32-105 for the three year cycle 2024-2026. Each Commitment establishes a baseline number of affordable housing units within each Municipal Member’s and the County’s respective jurisdictions and specifies how the combined number of newly constructed affordable housing units and existing units converted to affordable housing, will be increased by three percent each year for a three year period over the baseline number of affordable housing units.

2. The County and Municipal Members agree that DCHP may assist third parties or apply directly to the Fund for financial support of affordable housing projects located within Douglas County, subject to prior approval of such participation by majority vote of the DCHP Board and, specifically, by those Board representatives of the Party in whose jurisdiction the affordable housing project will be located.

3. The DCHP will develop a policy for approval by the DCHP Board to specify how excess affordable housing development credits, beyond the nine percent (9%) over three (3) years, generated by projects or programs in any one Party’s jurisdiction will be applied to another Party that has not met its three (3) year affordable housing Commitment. The goal of such policy will be to ensure that as many jurisdictions as possible meet their respective Commitments so as to become eligible for money from the Fund.

4. Any action to be taken by the DCHP regarding the allocation of excess affordable housing development credits shall be by majority vote of the DCHP Board and shall be in accordance with this paragraph. The DCHP Board shall make a recommendation on a proposed action at a regular or special meeting. Each Party shall report the recommendation to their respective governing body to obtain direction from such body. At a subsequent meeting of the DCHP Board, the Parties shall take a vote on the recommendation.

5. The DCHP is responsible for tracking affordable housing projects and programs in each Party’s jurisdiction and preparing the triennial Commitment report for each Municipal Member and the County to file with the Division as necessary to meet all state requirements. The County and Municipal Members shall fully cooperate and provide any necessary documents and information that will assist the DCHP in tracking or preparing such reports. Additionally, the County and the Municipal Members agree that they shall provide all necessary data to the DCHP to enable it to submit required compliance documentation to the Division and to carry out the purposes of this Agreement. DCHP shall communicate

to the Parties what data it needs to fulfill its reporting or other requirements and shall make reasonable efforts to provide the Parties with sufficient notice to provide such requested information in a timely manner.

6. Notwithstanding anything herein to the contrary, nothing in this Agreement shall be construed so as to limit the authority vested in any of the Parties with respect to planning for or regulating land use within their respective jurisdictions.

7. Though no Party financial contribution is contemplated by this Agreement, any contribution of funds by the County or any Municipal Member would be subject to the annual appropriations of such jurisdiction for such purpose. No debt or fiscal year financial obligation is created by this Agreement.

8. This Agreement shall become effective upon its full execution by the Parties and shall renew automatically on January 1st of each year thereafter for additional, consecutive one-year terms until terminated by mutual agreement of all Parties or by the unilateral termination by the DCHP Board. Any Municipal Member or the County may individually terminate their participation of this Agreement without terminating the entire Agreement so long as the remaining Parties consent to continue to participate.

9. Any Party may propose an amendment to this Agreement in writing and on reasonable notice to all other Parties. No proposed amendment shall be effective unless approved in writing by all Parties.

10. Upon termination of this Agreement in its entirety or the withdrawal of any individual Party, the DCHP Board will determine if any affordable housing development credits are due to the withdrawing Party or should be redistributed to the remaining Parties.

11. The Parties understand and agree that all Parties, their commissioners, directors, mayors, city councils, agents, and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations and other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101 to 120, or otherwise available to that jurisdiction.

12. This Agreement contains the entire agreement between and among the County, the DCHP and the Municipal Members. The Parties agree there have been no representations made other than those contained herein; that this Agreement constitutes their entire Agreement; and further agree that the various promises and covenants contained herein are mutually agreed upon and are in consideration for one another.

13. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. Digital signatures to this Agreement shall be acceptable and binding.

14. The Parties agree that they will act in a fair and reasonable manner with a view to carrying out the intents and goals of this Agreement; provided, however, that nothing herein shall be construed as imposing on the DCHP, the County, or any Municipal Member any greater duty or obligation to any other jurisdiction than that which already exists as a matter of Colorado law.

15. There are no express or implied third-party beneficiaries of this Agreement. No third party has the right to enforce this Agreement.

16. This Agreement shall be interpreted pursuant to the laws of the State of Colorado and venue for any disputes shall be in Douglas County, Colorado.

17. Should any one or more provisions of this Agreement be determined to be illegal or unenforceable, all other provisions nevertheless shall remain effective.

18. The Recitals to this Agreement are incorporated by reference herein.

19. This Agreement is not intended to, and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind between the Parties, and the rights and obligations of the Parties shall be only those expressly set forth in this Agreement.

THEREFORE, IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year above written.

[Remainder of page intentionally left blank — signatures on following page]

**CITY OF CASTLE PINES,
A COLORADO MUNICIPAL CORPORATION**

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

**CITY OF LONE TREE,
A COLORADO MUNICIPAL CORPORATION**

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

**TOWN OF PARKER,
A COLORADO MUNICIPAL CORPORATION**

By: _____
Jeff Toborg, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Jamie Wynn, Town Attorney

**TOWN OF CASTLE ROCK,
A COLORADO MUNICIPAL CORPORATION**

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____