

TOWN OF PARKER COUNCIL AGENDA

July 7, 2025

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. 5:30 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. As any matters raised by individuals during public comment are not on the agenda and other potentially interested parties would not, therefore, be aware of the discussion of these matters, the Town Council will not engage in dialogue regarding any items raised during public comment.*

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 - June 16, 2025*

B. EAST MAIN PROJECT

Department: Town Attorney, Jim Maloney

- 1. Partial Assignment of Development and Financing Agreement by and between CD-Parker, LLC, and East Main, LLC*
- 2. Acknowledgment Agreement By and Among The Town of Parker, The Parker Authority For Reinvestment, East Main, LLC, CD-Parker, LLC, U.S. Bank National Association, PCCP CREDIT XI REIT-SUB HOLDCO, LLC, Concerning the East Main Project*
- 3. Second Amendment to Development Agreement, By and Among the Town of Parker, the Parker Authority for Reinvestment, and CD-Parker, LLC*
- 4. Acknowledgement and Termination of Covenant*

C. ORDINANCE NO. 9.387 - First Reading

A Bill for an Ordinance Approving the Intergovernmental Agreement Between the Douglas County Clerk and Recorder and the Town of Parker Regarding the Conduct and Administration of the November 4, 2025, Coordinated Election

Department: Town Clerk, Chris Vanderpool

Second Reading: July 21, 2025

D. ORDINANCE NO. 1.650 - First Reading

A Bill for an Ordinance to Approve the Memorandum of Agreement By and Between the Town of Parker and the Langley Family Trust, Mary Kuchman & Jaye Kuchman, for a Portion of the Northwest Quarter of Section 3, Township 7 South, Range 66 West, Sixth Principal Meridian, Concerning the Stroh Road Widening Project

Department: Engineering and Public Works, Nathan Klass

Second Reading: July 21, 2025

E. RESOLUTION NO. 25-045

A Resolution accepting the Conveyance of a Drainage Easement from WDG Jordan, LLC, for a Portion of Lot 4, Auburn Hills Centre Filing 1

Department: Engineering and Public Works, Alex Mestdagh

F. RESOLUTION NO. 25-035.1

A Resolution to Amend Resolution No. 25-035, Series of 2025, Concerning the Town of Parker Elected Officials Guidelines by the Adoption of a New Elected Official Policy Number 0-12, Elected Official Travel Policy Statement

Department: Town Manager, Emily Hogan

- G. *RESOLUTION NO. 25-002.1*
A Resolution to Appoint a Regular Member to Fill a Vacancy on the Parker Cultural and Scientific Commission
Department: Cultural, Suzanne Velasquez
Cultural, Carrie Glassburn
- H. *RESOLUTION NO. 25-047*
A Resolution to Accept a Donation of Artwork Titled "Love Wins" from Janene DiRico-Cable
Department: Cultural, Carrie Glassburn

5. **PUBLIC HEARINGS**

A. **PARKER PROFESSIONAL PARK - Annexation and Zoning**

Applicant: Town of Parker
Location: South of Lincoln Avenue on the west side of Parker Road
Department: Community Development, Stacey Nerger
TRAKiT No.: ANX24-006 and Z24-016

1. **RESOLUTION NO. 25-040**
A Resolution to Establish the Town Council's Findings of Fact and Conclusions Thereon Concerning the Parker Professional Park Enclave Annexation
2. **ORDINANCE NO. 2.286 - Second Reading**
A Bill for an Ordinance Approving and Accomplishing the Annexation of Contiguous Unincorporated Territory Known as the Parker Professional Park Property
3. **ORDINANCE NO. 3.374 - Second Reading**
A Bill for an Ordinance Zoning Certain Property Within the Town of Parker, Colorado, Known as the Parker Professional Park Property to Mixed-Use Community (MC) District, Pursuant to the Town of Parker Land Development Ordinance and Amending the Zoning Ordinance and Map to Conform Therewith

B. SALISBURY REGIONAL PARK – Site Plan, Parker Water and Sanitation District Agreement and Easements

Applicant: Town of Parker
Location: East of Motsenbocker Road, south of Dransfeldt Road and north of Hess Road
Department: Community Development, Stacey Nerger
Parks, Recreation and Open Space, Brett Collins
TRAKiT No.: SP24-124

1. ORDINANCE NO. 1.648 - Second Reading

A Bill for an Ordinance Conveying Certain Real Property by Easement to Parker Water and Sanitation District for Lot 1, Salisbury North Minor Development Plat, 2nd Amendment (Sanitary Sewer Main Easement Agreement)

2. ORDINANCE NO. 1.649 - Second Reading

A Bill for an Ordinance Conveying Certain Real Property by Easement to Parker Water and Sanitation District for Lot 1, Salisbury North Minor Development Plat, 2nd Amendment (Water Pipeline Easement)

3. Site Plan

6. PUBLIC COMMENTS CONTINUED IF NECESSARY

7. ADJOURNMENT

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

Parker Town Council

Executive Session Agenda

July 7, 2025

“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. C.R.S. § 31-12-106 concerning annexation of enclaves adjacent to Parker Road and Municipal Code Section 13.03.040 concerning annexation and zoning
2. General discussion regarding Town Council’s need to have an evaluation process for judicial appointees

**TOWN OF PARKER COUNCIL
MINUTES
JUNE 16, 2025**

Mayor Pro Tem John Diak called the meeting to order at 5:10 p.m. All Councilmembers were present, except for Mayor Joshua Rivero.

Town Attorney Jamie Wynn announced that there were two topics for discussion in the Executive Session to hold a conference with the Town's attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b) and to consider personnel matters, pursuant to C.R.S. § 24-6-402(4)(f). The first item was regarding follow-up on potential Town of Parker Charter amendments for the November 2025 coordinated election. The second item was regarding the Town Attorney evaluation.

EXECUTIVE SESSION

Brandi Wilks moved and Todd Hendreks seconded to enter into Executive Session at 5:11 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 consider personnel matters, pursuant to C.R.S. § 24-6-402(4)(f).

The motion was approved unanimously.

Anne Barrington moved and Todd Hendreks seconded to come out of Executive Session at 6:57 p.m.

The motion was approved unanimously.

COUNCIL UPDATES/WORK SESSION

No Work Session was held.

Erik Frandsen moved and Laura Hefta seconded to recess the regular meeting until 7:00 p.m.

REGULAR MEETING

Mayor Pro Tem Diak reconvened the meeting at 7:01 p.m.

Mayor Pro Tem Diak led the Council and audience in the Pledge of Allegiance.

SPECIAL PRESENTATIONS

The 36th Citizens' Police Academy participants were recognized.

PUBLIC COMMENTS

John Segelke, 98 West Parker LLC, Parker, Colorado, stated he previously sent a letter regarding the impact of the new land use setback restrictions and the impact on the Newlin Crossing Planned Development.

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 - June 2, 2025 and June 9, 2025

B. Parker Professional Park - Annexation and Zoning

Applicant: Town of Parker
Location: South of Lincoln Avenue on the west side of Parker Road
Department: Community Development, Stacey Nerger
TRAKiT No.: ANX24-006 and Z24-016
Second Reading: July 7, 2025

1. ORDINANCE NO. 2.286 - First Reading

A Bill for an Ordinance Approving and Accomplishing the Annexation of Contiguous Unincorporated Territory Known as the Parker Professional Park Property

2. ORDINANCE NO. 3.374 - First Reading

A Bill for an Ordinance Zoning Certain Property Within the Town of Parker, Colorado, Known as the Parker Professional Park Property to Mixed-Use Community (MC) District, Pursuant to the Town of Parker Land Development Ordinance and Amending the Zoning Ordinance and Map to Conform Therewith

C. SALISBURY REGIONAL PARK – Parker Water and Sanitation District Agreement and Easements

Applicant: Town of Parker
Location: West of Motsenbocker Road, south of Dransfeldt Road and north of Hess Road
Department: Community Development, Stacey Nerger
Parks, Recreation and Open Space, Brett Collins
TRAKiT No.: SP24-124
Second Reading: July 7, 2025

1. ORDINANCE NO. 1.648 - First Reading

A Bill for an Ordinance Conveying Certain Real Property by Easement to Parker Water and Sanitation District for Lot 1, Salisbury North Minor Development Plat, 2nd Amendment (Sanitary Sewer Main Easement Agreement)

2. ORDINANCE NO. 1.649 - First Reading

A Bill for an Ordinance Conveying Certain Real Property by Easement to Parker Water and Sanitation District for Lot 1, Salisbury North Minor Development Plat, 2nd Amendment (Water Pipeline Easement)

D. RESOLUTION NO. 25-042

A Resolution to Appoint the Chair, to Appoint Members and Alternates to, and to Fill a Vacancy on, the Town of Parker Planning Commission

Department: Community Development, Bryce Matthews

E. RESOLUTION NO. 25-044

A Resolution Accepting the Conveyance of a Traffic Signal Easement From Wash 'N Go of Colorado LLC, for a Part of Lot 1, Block 2, Parkglenn Subdivision Filing No. 3

Department: Engineering and Public Works, Nathan Klass

F. CONTRACTS OVER \$100,000**1. Salisbury Regional Park - Agreement for Commission and Purchase of Public Artwork**

Amount: \$130,000

Contractor: Tooza Design, LLC

*Department: Parks, Recreation and Open Space, Brett Collins
Cultural, Carrie Glassburn*

Brandi Wilks moved and Erik Frandsen seconded to approve Consent Agenda Items 5A through 5F.

A roll call vote was taken:

Todd Hendreks - yes

Anne Barrington - yes

Brandi Wilks - yes

John Diak - yes

Erik Frandsen - yes

Laura Hefta - yes

The motion was approved unanimously.

ORDINANCES**A. ORDINANCE NO. 5.06.47 – Second Reading**

A Bill for an Ordinance to Amend Section 8.09.020 of the Parker Municipal Code to Permit the Carrying of Firearms on Town Hall Property and Old Town Hall Property in Certain Circumstances and to Establish an Exemption from Senate Bill 24-131

**Department: Town Attorney, Lisa Gramer
Town Attorney, Lindsay Jordan**

In 2024, the Colorado Legislature passed Senate Bill 24-131, banning firearms in certain locations, including adjacent parking lots, on the property of or within specific local government buildings, unless a local government opted out of such provisions. Passage of this ordinance established exemptions from Senate Bill 24-131.

Public Comments: None.

Todd Hendreks moved and Brandi Wilks seconded to approve Ordinance No. 5.06.47 on second reading.

A roll call vote was taken:

Todd Hendreks - yes
Anne Barrington - yes
Brandi Wilks - yes
John Diak - yes
Erik Frandsen - yes
Laura Hefta - yes

The motion was approved unanimously.

B. PARKING AND ABANDONED VEHICLES

Department: Town Attorney, Kelsey Hall

Passage of these ordinances updated Chapter 7.02, Chapter 7.04, and Section 10.01.070 of the Parker Municipal Code regarding parking, towing regulations, and abandoned vehicles. Additionally, these cleaned up language related to parking of vehicles owned by individuals with disabilities to align with state statutes and regulations.

Public Comments: None.

1. ORDINANCE NO. 5.23.10 - Second Reading

**A Bill for an Ordinance to Amend Chapter 7.02 of the Parker Municipal Code
Concerning Restrictions on Parking and Abandoned Vehicles**

Brandi Wilks moved and Todd Hendreks seconded to approve Ordinance No. 5.23.10 on second reading.

A roll call vote was taken:

Todd Hendreks - yes
Anne Barrington - yes
Brandi Wilks - yes
John Diak - yes
Erik Frandsen - yes
Laura Hefta - yes

The motion was approved unanimously.

2. ORDINANCE NO. 5.06.48 - Second Reading

**A Bill for an Ordinance to Amend Chapter 7.04 of the Parker Municipal Code
Concerning Abandoned Vehicles**

Todd Hendreks moved and Anne Barrington seconded to approve Ordinance No. 5.06.48 on second reading.

A roll call vote was taken:

Todd Hendreks - yes
Anne Barrington - yes
Brandi Wilks - yes
John Diak - yes
Erik Frandsen - yes
Laura Hefta - yes

The motion was approved unanimously.

3. ORDINANCE NO. 5.55.1 - Second Reading

A Bill for an Ordinance to Amend Section 10.01.070 of the Parker Municipal Code Concerning Parking of Vehicles on Public Streets within Subdivisions

Todd Hendreks moved and Erik Frandsen seconded to approve Ordinance No. 5.55.1 on second reading.

A roll call vote was taken:

Todd Hendreks - yes
Anne Barrington - yes
Brandi Wilks - yes
John Diak - yes
Erik Frandsen - yes
Laura Hefta - yes

The motion was approved unanimously.

C. ORDINANCE NO. 5.28.37- Second Reading

A Bill for an Ordinance to Amend Chapter 5.02 of the Parker Municipal Code Authorizing the Town Clerk to Administratively Establish the Neighborhood for New Applications and Applications for a Change of Location Based on Guidelines Set Forth By the Special Licensing Authority

Department: Town Clerk, Chris Vanderpool

Passage of this ordinance updated the Municipal Code to authorize the Town Clerk to administratively establish the neighborhood for new applications and applications for a change of location based on the guidelines set forth by the Special Licensing Authority Resolution No. 2025-002, which the Authority approved on April 17, 2025. It also allowed the Town Clerk to set the public hearing date administratively.

Public Comments: None.

Erik Frandsen moved and Brandi Wilks seconded to approve Ordinance No. 5.28.37 second reading.

A roll call vote was taken:

Todd Hendreks - yes
Anne Barrington - yes
Brandi Wilks - yes
John Diak - yes
Erik Frandsen - yes
Laura Hefta - yes

The motion was approved unanimously.

ADJOURNMENT

Mayor Pro Tem Diak adjourned the meeting at 7:50 p.m.

Chris Vanderpool, Town Clerk

John Diak, Mayor Pro Tem



Request for Town Council Action

Date: July 7, 2025
Submitted By: Jim Maloney, Assistant Town Attorney
Reviewed By: Michelle Kivela, Town Manager
Title: **EAST MAIN PROJECT**
Department: **Town Attorney, Jim Maloney**

EXECUTIVE SUMMARY

The purpose of this item is to address a request by CD-Parker, LLC, that the Town Council and the Parker Authority for Reinvestment (“PAR”) approve the Partial Assignment of Development and Financing Agreement (the “Assignment Agreement”), the Acknowledgement Agreement, and the Second Amendment to Development Agreement (the “Second Amendment”), and that the Town approve the Acknowledgement and Termination of Covenant Agreement (the “Covenant Agreement”), which agreements are necessary for CD-Parker, LLC, to secure the financing necessary to construct the East Main project.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

On November 7, 2022, the Town, PAR and CD-Parker, LLC, entered into the Development and Financing Agreement (the “Development Agreement”) for the development of six (6) parcels of real property located adjacent to Mainstreet. The Town and PAR (as to one parcel) conveyed these parcels to CD-Parker, LLC, at no cost and agreed to revenue sharing and fee waivers in exchange for the development of these parcels by CD-Parker, LLC.

The Town and PAR included certain protections in the Development Agreement to address any material default or failure to perform by CD-Parker, LLC. The Development Agreement provides: (1) a schedule of performance; (2) only allows the assignment of the obligation to develop a parcel to an entity controlled by CD-Parker, LLC; (3) limits the ability of CD-Parker, LLC, to transfer ownership or finance any parcel until CD-Parker, LLC, obtains the governmental approvals necessary to develop a specific parcel; and (4) allows the Town/PAR to reacquire any parcel due to the default or nonperformance by CD-Parker, LLC.

The first parcel to be developed by CD-Parker, LLC, as provided by the schedule of performance contained in the Development Agreement, is the East Main parcel. At this point, CD-Parker, LLC, has obtained the governmental approvals necessary to construct the East Main project, which is a mixed-use, multistory development that includes ground-floor commercial retail space and approximately 300 multifamily residential dwelling units.

In order to develop the East Main project, CD-Parker, LLC, needs to secure construction financing. As a part of this financing:

1. CD-Parker, LLC needs the Town and PAR to approve an agreement allowing a new entity (**East Main SPE, LLC**) to assume the obligations of CD-Parker, LLC, under the Development Agreement, that are necessary to develop the East Main parcel (the attached Assignment Agreement). The Development Agreement does allow for the formation of a new entity to own and develop a parcel; provided that the new entity is controlled by CD-Parker, LLC.
2. CD-Parker, LLC, needs the Town and PAR to approve the attached Second Amendment, which will provide that CD-Parker, LLC, is the single point of contact and administrator for the allocation of payments made by the Town and PAR related to the financial incentives contained in the Development Agreement. The Development Agreement is clear that CD-Parker, LLC, must retain control of the new entity. Unfortunately, the Development Agreement is not clear concerning CD-Parker, LLC's, obligation to serve as the single point of contact and administrator for allocating the payments made by the Town and PAR. The financial incentives include the sales tax collected by the Town, property taxes collected by the General Improvement District, and property tax increment collected by PAR. The Town and PAR do not want to be in the position of allocating these funds among the 6 parcels as development progresses.
3. CD-Parker, LLC, needs the Town and PAR to approve an agreement warranting that certain facts related to the Development Agreement and the East Main parcel are true and correct (the attached Acknowledgment Agreement).
4. Finally, CD-Parker, LLC, needs the Town to acknowledge that because CD-Parker, LLC, obtained the governmental approvals necessary to develop the East Main parcel, the Town's right to reacquire the East Main parcel is terminated (the attached Consent Agreement).

In order to address the request by CD-Parker, LLC, the Town and PAR will need to approve agreements numbered 1-3 listed below and the Town will need to approve the agreement listed as number 4 below, which include:

1. Partial Assignment and Financing Agreement;
2. Acknowledgment Agreement;
3. Second Amendment to Development Agreement; and
4. Acknowledgment and Termination of Covenant.

FINANCIAL IMPACT

No financial impact on the Town.

STRATEGIC GOAL(S)



ENHANCE ECONOMIC
VITALITY



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH

ATTACHMENTS

1. Partial Assignment of Development and Financing Agreement
2. Acknowledgment Agreement
3. Second Amendment to Development and Financing Agreement
4. Acknowledgement and Termination of Covenant

RECOMMENDED MOTION

I move to approve the Partial Assignment of Development and Financing Agreement, Acknowledgement Agreement, Second Amendment to Development Agreement, and Acknowledgement and Termination of Covenant Agreement, provided that the Partial Assignment of Development and Financing Agreement, Acknowledgement Agreement, Second Amendment to Development Agreement and Acknowledgement and Termination of Covenant Agreement shall not go into effect until the Town Attorney determines that the conditions necessary for recordation have been satisfied, as part of the consent agenda.

PARTIAL ASSIGNMENT OF DEVELOPMENT AND FINANCING AGREEMENT

THIS PARTIAL ASSIGNMENT OF DEVELOPMENT AND FINANCING AGREEMENT (this “**Assignment**”) is made as of _____, 2025 by and between CD-PARKER, LLC, a Colorado limited liability company (“**Assignor**”), and EAST MAIN SPE, LLC, a Delaware limited liability company (“**Assignee**”).

RECITALS

A. Assignor, the Town of Parker, a Colorado municipal corporation (the “**Town**”), and the Parker Authority for Reinvestment, a body corporate duly organized and existing as an urban renewal authority under the laws of the State of Colorado (“**PAR**”), are parties to that certain Development and Financing Agreement dated as of November 7, 2022 and recorded under Reception No. 2022071737 in the real property records of Douglas County, Colorado, as amended by that certain Amendment to Development and Financing Agreement dated as of June 3, 2024 and recorded under Reception No. 2024028452 in the real property records of Douglas County, Colorado (the “**DFA**”).

B. Contemporaneously herewith, Assignor is conveying to Assignee the real property described on Exhibit A attached hereto (“**Parcel C**”), which such Parcel C constitutes a portion of the Property (as defined in the DFA), and, in connection therewith, Assignor desires to partially assign to Assignee the DFA to Assignee with respect to the Parcel C (the “**Partial Assignment**”).

ASSIGNMENT

1. Partial Assignment. Assignor hereby assigns, sells, transfers, sets over and delivers to Assignee all of Assignor’s estate, right, title, interest and obligations in, to, and under the DFA solely as it pertains to Parcel C, and Assignee hereby accepts such assignment solely as the same relates to Parcel C. Assignee hereby assumes all obligations of Assignor under the DFA solely with respect to Parcel C. Unless otherwise agreed in writing by Assignor and Assignee, Assignee shall be entitled to all Add-On PIF Revenue, Pledged Revenue, Tax Increment Payment, and Remittance Payments (as each such term is defined in the DFA) (collectively, the “**Incentives**”) payable in accordance with the terms of the DFA, solely to the extent the same are derived from Parcel C. Assignee acknowledges that Assignor will remain the payee of all Incentives from the Town and/or PAR under the DFA and Assignor agrees that to the extent it receives any Incentives allocable to Parcel C, Assignor agrees it shall remit the same to Assignee within 30 days thereafter. Assignee shall have the right, at its sole cost and expense, to review the books and records of Assignor so as to be able to substantiate and confirm all Incentives payable to Assignee and collected by Assignor have been remitted in accordance with the above, but unless otherwise permitted by the Town or PAR shall not have any right to request an accounting or other information from the Town or PAR.

2. Counterpart. This Assignment may be executed and delivered in separate counterparts.

3. Acknowledgement of City Consent. By their execution set forth below, the Town and PAR, based on the written representations of Assignor and other materials and information otherwise provided by Assignor, hereby acknowledge that this Assignment is made in conformance with Section 8.21 of the DFA.

4. Recording. Assignor and Assignee acknowledge and agree that this Assignment may be recorded in the real property records of Douglas County, Colorado.

5. Failure of Loan Closing. In the event Assignee fails to close the loan for construction financing on Parcel C within thirty (30) days after the recording of this Assignment in the real property records of Douglas County, Colorado, this Assignment shall automatically be void and of no force or effect. The

closing of such construction financing may be evidenced and established by the recording of a Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing from Assignee to the Public Trustee of Douglas County, Colorado, for the benefit of U.S. Bank National Association (the “**Deed of Trust**”). Provided the Deed of Trust is recorded within such thirty (30) day period, no separate confirmation or evidence of the closing of the loan shall be required in order to evidence satisfaction of this requirement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the day and year first written above.

ASSIGNOR:

CD-PARKER, LLC,
a Colorado limited liability company

By: Confluence Companies, LLC,
a Colorado limited liability company,
its Manager

By: _____
Name: Anthony De Simone
Its: Manager

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this __ day of _____, 2025, by Anthony De Simone, as Manager of Confluence Companies, LLC, a Colorado limited liability company, as Manager of CD-Parker, LLC, a Colorado limited liability company.

Witness my hand and official seal.

Notary Public

My commission expires: _____

ASSIGNEE:

EAST MAIN SPE, LLC,
a Delaware limited liability company

By: Confluence Companies, LLC,
a Colorado limited liability company,
its Manager

By: _____
Name: Anthony De Simone
Its: Manager

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this __ day of _____, 2025, by
Anthony De Simone, as Manager of Confluence Companies, LLC, a Colorado limited liability company,
as Manager of East Main SPE, LLC, a Delaware limited liability company.

Witness my hand and official seal.

Notary Public

My commission expires: _____

ACKNOWLEDGED AND ACCEPTED:

TOWN OF PARKER,
a Colorado municipal corporation

By: _____
Joshua Rivero, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

PARKER AUTHORITY FOR REINVESTMENT,
a body corporate duly organized and existing as
an urban renewal authority under the laws of the State of Colorado

By: _____
Joshua Rivero, Chair

ATTEST:

Chris Vanderpool, Authority Clerk

EXHIBIT A

Legal Description

Lot 4, Mainstreet & Pine Marketplace Fourth Amendment, County of Douglas, State of Colorado

ACKNOWLEDGMENT AGREEMENT

This ACKNOWLEDGMENT AGREEMENT ("Agreement") is entered into effective as of _____, 2025, (the "Effective Date") by and among The Town of Parker, a Colorado home rule municipal corporation ("Town"), The Parker Authority for Reinvestment, a body corporate duly organized and existing as an urban renewal authority under the laws of the State of Colorado ("PAR"), East Main SPE, LLC, a Delaware limited liability company, ("Borrower"), CD-Parker, LLC, a Colorado limited liability company ("Developer"), U.S. BANK NATIONAL ASSOCIATION, a national banking association, as administrative agent (together with its successors and/or assigns, "Agent") for certain lenders in connection with the Loan (as hereinafter defined) (such lenders and their respective successors and assigns, each, a "Lender" and, collectively, the "Lenders"), PCCP CREDIT XI REIT-SUB HOLDCO, LLC, a Delaware limited liability company, as a Lender (together with its successors and/or assigns, "PCCP"). Each of the foregoing are individually referred to herein as a "Party" and collectively as the "Parties".

RECITALS

A. Capitalized terms that are not defined in this Agreement shall have the meanings given in the documents to which they are referenced.

B. Reference is hereby made to the following:

- i. The Development and Financing Agreement dated November 7, 2022, made by and among the Town, PAR, and Developer, recorded on November 8, 2022, in the real estate records of the Clerk and Recorder, Douglas County, Colorado (the "Recording Office") at Ref # 2022071737, as amended by the Amendment to Development and Financing Agreement dated June 3, 2024, recorded on July 10, 2024, in the Recording Office at Ref # 2024028452 and the Second Amendment to Development and Financing Agreement dated _____, 2025, recorded on _____, 2025, in the Recording Office at Ref # _____ (collectively the "Development Agreement").
- ii. The Bargain and Sale Deed dated December 12, 2022, recorded on December 15, 2022 in the Recording Office at Ref #2022077012, pursuant to which the Town conveyed to Developer, subject to the Post-Closing Covenant attached thereto as Exhibit B-2 (the "Town Post-Closing Covenant"), the following described real estate: Lot 4, Mainstreet & Pine Marketplace, Fourth Amendment, County of Douglas, State of Colorado, which is identified as Parcel C in the Development Agreement ("Parcel C").
- iii. The Bargain and Sale Deed dated December 12, 2022, recorded on December 15, 2022, in the Recording Office at Ref #2022077056, pursuant to which PAR conveyed to Developer, subject to the Post-Closing Covenant attached thereto as Exhibit B-2 (the "PAR Post-Closing Covenant"), the following described real estate: Lot 1A-1, Parker Central Area Filing No. 1, Amendment No. 2, according to the plat thereof recorded December 16, 2021, County of Douglas, State of Colorado, which is identified as Parcel F in the Development Agreement ("Parcel F"). The PAR Post-Closing Covenant incorporates by reference the Town Post-Closing Covenant.

- iv. The Certification of Developer and Borrower to the Town and PAR dated _____, 2025, certifying that all requirements under the Development Agreement and the Town-Post Closing Covenant have been fulfilled by Developer and Borrower for: (1) the termination of the Town Post-Closing Covenant solely with respect to Parcel C, including termination of the Town's Governmental Approvals Repurchase Option and the Town's Construction Repurchase Option contained therein, (2) the conveyance of Parcel C to Borrower, and (3) the partial assignment of the Development Agreement to Borrower solely with respect to Parcel C.
- v. The Acknowledgment by the Town and PAR of Termination of the Town Post-Closing Covenant with respect to Parcel C only, including termination of the Town's Governmental Approvals Repurchase Option and the Town's Construction Repurchase Option contained therein, dated _____, 2025, recorded on _____, 2025, in the Recording Office at Ref # _____.
- vi. The Special Warranty Deed dated _____, 2025, recorded on _____, 2025, in the Recording Office as Ref # _____, pursuant to which Developer conveyed Parcel C to Borrower (the "**Borrower Deed**").
- vii. The Partial Assignment of Development Agreement dated _____, 2025, recorded on _____, 2025, pursuant to which Developer partially assigned the Development Agreement to Borrower, solely with respect to Parcel C, and Borrower accepted such assignment and assumed all of Developer's obligations under the Development Agreement, solely with respect to Parcel C (the "**Assignment**").
- viii. The Development Agreement for Public Improvements dated March 24, 2025, made between Developer and the Town, recorded March 25, 2025, in the Recording Office at Ref # 2025012177 ("**Public Improvements Agreement**").
- ix. The Assignment of the Public Improvements Agreement from Developer to Borrower dated _____, 2025, recorded _____, 2025, in the Recording Office at Ref # _____ ("**PIA Assignment**").

C. The Town and PAR have been informed that Agent and Lenders have made a loan (the "**Loan**") to Borrower for the construction of improvements on Parcel C, pursuant to a certain Construction Loan Agreement (the "**Loan Agreement**") dated _____, 2025, by and among Borrower, Agent, and the Lenders and secured by a certain Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing on Parcel C, granted by Borrower in favor of the trustee named therein for the benefit of Agent on behalf of the Lenders, dated _____, 2025, and recorded on _____, 2025, in the Recording Office at Ref # _____, 2025 (the "**Security Instrument**").

COVENANTS

NOW THEREFORE, the Parties acknowledge, represent, and agree as follows:

1. Town Acknowledgments. The Town makes the following acknowledgments and representations, which the Town warrants are true and correct.

(a) The Town has acknowledged the termination of the Town Post-Closing Covenant solely with respect to Parcel C, including termination of the Town's Governmental Approvals Repurchase Option and the Town's Construction Repurchase Option contained therein, and that no default by Developer, or any of its successors or assigns, with respect to Parcels A, B, D, E, or F will result in a default with respect to Parcel C or a termination of the Development Agreement with respect to Parcel C.

(b) The Development Agreement is in full force and effect.

(c) The Development Agreement has not been assigned, supplemented, amended, modified or superseded since its original execution, except for the termination of the Town's Post-Closing Covenant, the Borrower Deed, and the Assignment, with respect to Parcel C.

(d) The Town has not declared any default under the Development Agreement, and to the actual knowledge of the Town (which shall mean such information as is contained in the written records of the Town), there is no present default of Developer or Borrower under the Development Agreement.

(e) As of the date of this Agreement, there are no delinquent fees, charges, assessments, or other sums owed by Developer and/or Borrower to Town under the Development Agreement.

(f) As of the date of this Agreement, to the actual knowledge of the Town, neither Developer nor Borrower has failed to deliver any notice or required document which may entitle the Town to withhold or terminate any right or benefit to which Borrower and/or Developer is entitled under the Development Agreement.

(g) In accordance with and subject to Section 8.21 of the Development Agreement, the Town has consented to the Borrower's Deed, the Assignment, and the grant of the Security Instrument by Borrower for the benefit of Agent on behalf of Lenders, all with respect to Parcel C.

2. PAR Acknowledgments. PAR makes the following acknowledgments and representations, which PAR warrants are true and correct.

(a) The Development Agreement and the PAR Post-Closing Covenant are each in full force and effect.

(b) The Development Agreement and the PAR Post-Closing Covenant have not been assigned, supplemented, amended, modified or superseded since their original execution, except, insofar as the PAR Post-Closing Covenant incorporates by reference the Town Post-Closing Covenant with respect to the termination of the Town Post-Closing Covenant, the Borrower Deed, and the Assignment, all with respect to Parcel C.

(c) PAR has not declared any default under the Development Agreement or the PAR-Post Closing Covenant, and to the actual knowledge of PAR (which shall mean such information as is contained in the written records of PAR), there is no present default of Developer or Borrower under the Development Agreement or the PAR Post-Closing Covenant.

(d) As of the date of this Agreement, there are no delinquent fees, charges, assessments, or other sums owed by Developer and/or Borrower to PAR under the Development Agreement or the PAR Post-Closing Covenant.

(e) As of the date of this Agreement, to the actual knowledge of PAR, neither Developer nor Borrower has failed to deliver any notice or required document which may entitle PAR to withhold or terminate any right or benefit to which Borrower and/or Developer is entitled under the Development Agreement or the PAR Post-Closing Covenant.

(f) PAR has acknowledged the termination of the Town Post-Closing Covenant, including termination of the Town's Governmental Approvals Repurchase Option and the Town's Construction Repurchase Option contained therein, solely with respect to Parcel C, and that no default by Developer, or any of its successors or assigns, with respect to Parcels A, B, D, E, or F will result in a default with respect to Parcel C or a termination of the Development Agreement with respect to Parcel C.

3. Developer and Borrower Acknowledgments and Agreements. Developer and Borrower, jointly and severally, make the following acknowledgments and representations, which Developer and Borrower, jointly and severally, warrant are true and correct.

(a) Pursuant to the Borrower's Deed, Borrower has acquired Parcel C subject to the Development Agreement.

(b) The termination of the Town Post-Closing Covenant with respect to Parcel C, including termination of the Governmental Approvals Repurchase Option and the Construction Repurchase Option contained therein, shall not affect the separate Post-Closing Covenants for the benefit of the Town that are applicable to Parcels A, B, D, and E, as described in the Development Agreement, nor the Governmental Approvals Repurchase Options or the Construction Repurchase Options of the Town contained therein.

(c) The termination of the Town Post-Closing Covenant with respect to Parcel C, including termination of the Governmental Approvals Repurchase Option and the Construction Repurchase Option contained therein, shall not affect the PAR Post-Closing Covenant that is applicable to Parcel F, as described in the Development Agreement, nor the Governmental Approvals Repurchase Option or the Construction Repurchase Option contained therein with respect to Parcel F.

(d) The Lender Notice and Cure Rights extended to Agent pursuant to Section 5 of this Agreement are acknowledged by Developer and Borrower as being only for the benefit of Agent on behalf of Lenders, and they do not extend any period of performance by Developer or Borrower under the Development Agreement, nor do they impair any right or remedy of the Town or PAR against Developer or Borrower in the event of breach of the Development Agreement by Developer or Borrower.

4. Agent and Lenders Acknowledgments. Agent and Lenders, jointly and severally, make the following acknowledgments and representations, which Agent and Lenders jointly and severally warrant are true and correct.

(a) Developer, Borrower, and Parcel C, are subject to and shall remain subject to the Development Agreement and the Public Improvements Agreement. The interests and rights of Agent and Lenders in and to Parcel C under the Loan Agreement and the Security Instrument are and shall remain subject to the interests and rights of Town and PAR with respect to Parcel C under the Development Agreement and the Public Improvements Agreement.

(b) The Lender Notice and Cure Rights extended to Agent in Section 5 of this Agreement are solely for the benefit of Agent on behalf of Lenders. In the event of breach or alleged breach of this Agreement by the Town and/or PAR, actions for specific performance and/or injunctive relief shall be the sole remedies available to Agent on behalf of Lenders and against the Town and/or PAR. In no event may Agent or Lenders seek or recover monetary damages, costs, or attorney fees, against the Town or PAR under any claim or theory of relief in the event of such breach or alleged breach, and Agent and Lenders jointly and severally hereby relinquish and waive any right to seek or recover a monetary award of any nature against Town and/or PAR, which waiver includes without limitation any right to seek or recover actual, direct, special, consequential, or punitive damages and any right to seek or recover an award of costs or attorney fees incurred by Agent and/or Lenders in connection with any breach or asserted breach by the Town and/or PAR.

(c) While this Agreement is in force, the Town and PAR shall only be required to communicate and interact with Agent on behalf of Lenders. Neither the Town nor PAR shall be required at any time to respond to communications, notices, or directions from anyone other than Agent on behalf of Lenders.

(d) Subject to the limitation in subpart 5(c) above, Agent and any Lender may, without the Town or PAR's consent, sell, assign, participate or securitize all or any portion of its respective rights and obligations under the Loan Agreement and the Security Instrument, and any such sale, assignment, participation or securitization to one or more financial institutions or other entities, to private investors, and any such sale, assignment, participation or securitization may be to one or more financial institutions or other entities, to private investors, and/or into the public securities market, in Agent's or such Lender's sole discretion.

5. Lender Notice and Cure Rights. The Town and PAR hereby agree to extend to Agent, as administrative agent for Lenders, the notice and cure rights described in this Section 5 ("**Lender Notice and Cure Rights**"). If a notice of default under the Development Agreement with respect to Parcel C is delivered to Borrower and/or Developer by the Town and/or PAR, the following shall apply:

(a) Town and/or PAR, as applicable, agree to deliver only to Agent, as administrative agent for Lenders, a copy of any notice of default delivered to Borrower and/or Developer under the Development Agreement. Except as provided in subpart 5(c) below, the failure of the Town and/or PAR to deliver such default notice by the Town and/or PAR (as applicable), shall not affect, delay, or impair, any notice of default delivered by Town and/or PAR to Developer or Borrower or any remedy available to Town and/or PAR.

(b) Agent, who shall have the sole authority to act on behalf of Lenders, shall have the following rights provided Agent promptly notifies the Town and/or PAR, as applicable, of its intention to cure such default and Agent promptly commences (or causes the commencement) and diligently pursues such cure to completion:

- i. the right (but not the obligation) to cure such default, or cause the same to be cured, within the period allowed Borrower and/or Developer under the Development Agreement to cure such default plus an additional thirty (30) days, or
- ii. if such default cannot, with reasonable diligence, be cured within such period, such longer time as reasonably may be required to complete such cure, but not to exceed a cumulative total for all cure periods of one hundred eighty (180) days from the date of the declaration of default, or

- iii. if such default is not capable of being cured by Agent unless Agent gains possession of Parcel C pursuant to the Security Instrument, Agent shall have such additional time as may be required for Agent to gain possession of Parcel C pursuant to the terms of the Security Instrument and cure the default, but not to exceed an additional one-hundred eighty (180) days, provided, in any event, that cure must be accomplished not later than one (1) year from the date of the declaration of default.

(c) Neither the Town nor PAR shall take any action to terminate the Development Agreement with respect to Parcel C or otherwise enforce any of their default rights under the Development Agreement with respect to Parcel C without first delivering to Agent a copy of the written notice of default and affording Agent such cure periods as are set forth in subparts 5(a) and 5(b) above.

(d) If Agent shall acquire title to Parcel C by foreclosure, assignment-in-lieu of foreclosure or otherwise, the Town and PAR agree to recognize Agent as the owner of Parcel C under the Development Agreement. Agent thereafter may assign its rights with respect to Parcel C under the Development Agreement in accordance with Section 8.21 of the Development Agreement. Upon such assignment, Agent shall be released from all liability for the performance or observance of the covenants and conditions of the Development Agreement on the Borrower's part to be performed and observed from and after the date of such assignment, but only if the assignee expressly undertakes in writing such performance and observance from and after the date of such assignment.

6. Notices. All notices and other communications provided for herein shall be in writing and shall be delivered in the manner specified in the Development Agreement for the delivery of notices. Notices may be delivered by a Party's counsel on behalf of such Party as if such Party had given such notice itself.

Agent's and PCCP's Notice Address:

U.S. Bank National Association
950 17th Street, Eighth Floor
Denver, Colorado 80202
Attention: Real Estate Banking Division

With a copy to:

Riemer & Braunstein LLP
Times Square Tower
Seven Times Square, Suite 2506
New York, New York 10036
Attention: Noam D. Greenberg, Esq.

Town's Notice Address:

Town of Parker
Attn: Town Manager
20120 E. Mainstreet
Parker, Colorado 80138

With a copy to:

Town of Parker
Attn: Town Attorney
20120 E. Mainstreet
Parker, Colorado 80138

PAR Notice Address:

Parker Authority for Reinvestment
Attn: Executive Director
20120 E. Mainstreet
Parker, Colorado 80138

With a Copy to:

Corey Hoffman, Esq.
Hoffman, Parker, Wilson & Carberry, P.C.
511 16th Street, Suite 610
Denver, Colorado 80202

7. Recitals. The Recitals to this Agreement are incorporated herein by this reference.
8. Section Captions. The captions of the sections are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit, or describe the scope or intent of this Agreement.
9. Binding Effect, Entire Agreement. This Agreement will inure to the benefit of and be binding upon the Parties and their respective legal representatives, successors, and assigns. This Agreement represents the entire agreement of the Parties with respect only to the subject matter hereof.
10. Parties Not Partners. Notwithstanding any language in this Agreement or any other agreement, representation, or warranty, to the contrary, the Parties will not be deemed to be partners or joint venturers.
11. No Third-Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other person on such Agreement. It is the express intention of the Parties that any person other than a Party receiving services or benefits as a result of this Agreement shall be deemed to be an incidental beneficiary only.
12. Interpretation. The Parties specifically acknowledge and agree that the terms of this Agreement have been mutually negotiated, and the Parties hereby specifically waive the rule or principle of contract construction which provides that any ambiguity in any term or provision of a contract will be interpreted or resolved against the Party who drafted such term or provision.
13. Amendment. Any and all changes to this Agreement, in order to be mutually effective and binding upon the Parties and their successors, must be in writing.

14. Waiver. The waiver by any Party of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained, nor shall any custom or practice which may grow up among the Parties in the administration of the terms hereof be deemed a waiver of or in any way affect the rights of any Party to insist upon the performance in strict accordance with said terms.

15. Days. If the deadline for any performance or event provided for is a Saturday, a Sunday, a day on which national banks are not open for regular transaction of business, or a legal holiday pursuant to C.R.S. § 24-11-101(1), such day will be extended until the next day that is not any of the aforementioned days.

16. Consent to Extensions. Any notice of or consent to an extension of time under this Agreement may be executed by the Town Manager or designee on behalf of the Town and by the Executive Director of PAR on behalf of PAR.

17. Governing Law, Venue, Jury Waiver. This Agreement shall be governed and construed in accordance with Colorado law, excepting its conflict of law provisions, and the state courts in Douglas County, Colorado, shall be the agreed and exclusive venue for the commencement of any litigation claims with respect to this Agreement. Each Party hereby irrevocably waives, to the full extent permitted by law, any right to a trial by jury of any claim arising under this Agreement.

18. Payment of Fees and Expenses. Each Party agrees to pay for its own fees, costs and expenses incurred by such Party in connection with the execution and delivery of this Agreement and the related agreements and documents referenced herein.

19. Recordation. This Agreement and any amendments hereto shall be recorded in the Recording Office.

20. Execution. This Agreement may be executed in any number of counterparts, each of which shall be effective only upon delivery and thereafter shall be deemed an original, and all of which shall be taken to be one and the same instrument, for the same effect as if all Parties hereto had signed the same signature page. Any signature page of this Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this Agreement identical in form hereto but having attached to it one or more additional signature pages. The words "execute," "execution," "signed," "signature," and words of like import herein shall be deemed to include electronic signatures, which shall be of the same legal effect, validity or enforceability as a manually executed signature, to the extent and as provided by the Colorado Uniform Electronic Transactions Act.

[Balance of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned have duly executed this Acknowledgment Agreement to be effective as of the Effective Date.

DEVELOPER:

CD-PARKER, LLC,
a Colorado limited liability company

By: _____
Name:
Title:

BORROWER:

EAST MAIN SPE, LLC,
a Delaware limited liability company

By: _____

Name:

Title:

AGENT:

U.S. BANK NATIONAL ASSOCIATION,
a national banking association

By: _____
Name:
Title:

LENDER:

PCCP CREDIT XI REIT-SUB HOLDCO, LLC,
a Delaware limited liability company

By: _____
Name:
Title:

TOWN:

THE TOWN OF PARKER,
a Colorado home rule municipal corporation

By: _____
Joshua Rivero, Mayor

ATTEST

Chris Vanderpool, Town Clerk

PAR:

THE PARKER AUTHORITY FOR REINVESTMENT,
a body corporate duly organized and existing as an urban renewal
authority under the laws of the State of Colorado

By: _____
Joshua Rivero, Chair

ATTEST

Chris Vanderpool, Authority Clerk

35228355_v2

SECOND AMENDMENT TO DEVELOPMENT AND FINANCING AGREEMENT

THIS SECOND AMENDMENT TO DEVELOPMENT AND FINANCING AGREEMENT (this “**Second Amendment**”) is made effective as of _____, 2025 (the “**Effective Date**”), by and among the TOWN OF PARKER, a Colorado municipal corporation (the “**Town**”), the PARKER AUTHORITY FOR REINVESTMENT, a body corporate duly organized and existing as an urban renewal authority under the laws of the State of Colorado (“**PAR**”), and CD-PARKER, LLC, a Colorado limited liability company (“**Developer**”) (collectively referred to herein as the “**Parties**”).

RECITALS

WHEREAS, the Town, PAR, and the Developer are parties to that certain Development and Financing Agreement (“**DF Agreement**”), effective as of November 7, 2022, which was recorded November 8, 2022, at Reception No. 2022071737, in the real estate records of the Clerk and Recorder for Douglas County, Colorado (the “**Records**”).

WHEREAS, the Town, PAR, and the Developer are parties to the first amendment to the DF Agreement, effective June 3, 2024, which was recorded July 10, 2024, at Reception No. 2024028452, in the Records (the “**First Amendment**”), to correct certain legal description errors contained in the DF Agreement and Original Deed referenced in the First Amendment.

WHEREAS, the definition of “Developer” contained in Section 1.01(l) of the DF Agreement does not expressly state that the rights and obligations of Developer continue under the DF Agreement after the Developer assigns rights and obligations to any entity pursuant to Section 8.21 of the DF Agreement, including without limitation the default provisions of Sections 8.03, 8.04, and 8.05 of the DF Agreement.

WHEREAS, the DF Agreement contains an error in Section 2.04, which incorrectly references “Parcel C” instead of the correct reference, which is “Parcels D and E.”

WHEREAS, the Parties desire to clarify the definition of Developer in Section 1.01(l) of the DF Agreement to expressly state Developer’s continuing obligations following assignment to another entity; to correct Section 2.04 of the DF Agreement to reference the correct parcels; and to confirm in accord with Section 2.10 of the DF Agreement that notwithstanding the assignment of all or any portion of the DF Agreement, CD-Parker, LLC is to serve as a single point of contact and remittance, and as administrator of payment allocations to any assignees, with respect to funds remitted to Developer pursuant to Articles V, VI, and VII of the DF Agreement.

NOW, THEREFORE, the Parties agree to amend the DF Agreement as follows:

1. Section 1.01(l) of the DF Agreement is amended in its entirety to read as follows:

(l) **Developer** means the entity designated in the introductory paragraph above, together with any entity to which any rights and obligations under

this Agreement are assigned as provided by Section 8.21; provided such entity expressly assumes all of Developer's obligations under this Agreement that are assigned to such assignee pursuant to a written agreement recorded in the Douglas County, Colorado, Clerk and Recorder's office. Notwithstanding a full or partial assignment, CD-Parker, LLC, and any subsequent assignor, shall not be released from any of the assigned obligations and shall remain responsible together with the assignee for the performance of the assigned obligations.

2. Section 2.04 of the DF Agreement is amended in its entirety to read as follows:

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

3. Section 8.21 of the DF Agreement is amended by the addition of a new sentence at the end of the Section stating as follows:

Notwithstanding a full or partial assignment of this Agreement, CD-Parker, LLC, and any subsequent assignor, shall not be released from Developer's obligations with respect to the assigned portion of this Agreement and shall remain responsible, together with the assignee, for the performance of the assigned portion of this Agreement.

4. A new Section 8.24 is added to the DF Agreement to read as follows:

8.24 Nominee and Single Point Contact for Remittances. Notwithstanding the assignment of all or any portion of the DF Agreement or any of Developer's rights and obligations thereunder, CD-Parker, LLC, shall remain the single point of contact and remittance for any remittances made to Developer (in such capacity, "**Remittance Party**") of: (i) Pledged Revenue under Article V, (ii) Tax Increment Payments under Article VI, or (iii) Remittance Payments under Article VII, of the DF Agreement. Remittances under Articles V, VI, and VII shall be made by the Town or PAR, as applicable, only to CD-Parker, LLC, and CD-Parker, LLC, shall be responsible for administering remittances with the Town and PAR and for allocating and disbursing payments to such assignees as are entitled to any portion of such remittances. CD-Parker, LLC, shall be deemed the nominee of all assignees for the receipt and disbursement of such remittances. Neither the Town nor PAR shall have any responsibility for the allocation or payment of such remittances to assignees, and CD-Parker, LLC, hereby agrees to indemnify and hold the Town and PAR harmless from any liability, costs, or damages, including without limitation reasonable attorney fees, incurred by the Town or PAR as a result of any claim, demand, or action instituted by an assignee against the Town or PAR with respect to any remittance made or to be made to CD-Parker, LLC, pursuant to Articles V, VI, and VII of the DF Agreement. Upon written request of the Remittance Party,

the Town shall consider substitution of another entity as the Remittance Party upon such terms and conditions as the Town shall reasonably require; provided, however, that no such substitution of the Remittance Party shall (i) in and of itself, release Developer of any of its obligations under the DF Agreement, or (ii) require the Town to make any remittance or other payments to, or otherwise account to, more than a single Remittance Party irrespective of the number of owners of the Parcels at any given time.

5. The Town shall cause this Second Amendment to be recorded in the Records.

6. The Developer warrants to the Town and to PAR that Developer has not assigned the DF Agreement or any portion thereof to any other person or entity, and that the Developer has the full right and authority to enter into this Second Amendment without any requirement of approval by any person or entity.

7. The DF Agreement has not been amended, except as provided by the First Amendment and this Second Amendment.

8. This Second Amendment may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same Second Amendment. This Second Amendment may not be signed electronically nor may this Second Amendment be delivered by facsimile transmission or electronic mail. The Parties shall exchange original (wet) signature documents.

[Remainder of page intentionally left blank. Signatures on following page.]

IN WITNESS WHEREOF, the Parties have caused this Second Amendment to Development and Financing Agreement to be executed to be effective as of the Effective Date.

TOWN:

TOWN OF PARKER,
a Colorado municipal corporation

By: _____
Joshua Rivero, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

PAR:

PARKER AUTHORITY FOR REINVESTMENT,
a body corporate duly organized and existing as
an urban renewal authority under the laws of the State of Colorado

By: _____
Joshua Rivero, Chair

ATTEST:

Chris Vanderpool, Authority Clerk

DEVELOPER:

CD-PARKER, LLC,
a Colorado limited liability company

By: Confluence Companies, LLC,
a Colorado limited liability company,
its Manager

By: _____
Anthony De Simone, Manager

35228377_v2

ACKNOWLEDGEMENT AND TERMINATION OF COVENANT

Reference is made to that certain Bargain and Sale Deed recorded December 15, 2022 at Reception No. 2022077012 in the real property records of Douglas County, Colorado (the "Deed"), and the Post-Closing Covenant attached thereto as Exhibit B-2 (the "Covenant"). In accordance with the provisions of Sections 3.6 and 4.6 of the Covenant, the undersigned hereby acknowledges and confirms that the Governmental Approvals Repurchase Option and the Construction Repurchase Option (as defined in the Covenant) have terminated and is released with respect to the real property described in the Deed, which such real property is more particularly described as follows:

Lot 4, Mainstreet & Pine Marketplace Fourth Amendment, County of Douglas, State of Colorado

As a result of the termination and release of both the Governmental Approvals Repurchase Option and the Construction Repurchase Option, the undersigned hereby terminates and releases the Covenant effective as of the date set forth below. The foregoing termination and release is not intended to, and shall not, affect any other Post-Closing Covenants recorded with respect to any property other than the above described property.

Notwithstanding the foregoing, this acknowledgement and termination is conditioned upon East Main SPE, LLC ("SPE") closing the loan for construction financing on the real property described in the Deed within thirty (30) days after the recording of this instrument in the real property records of Douglas County, Colorado. Should such loan not close within such thirty (30) day period, the termination and release of the Covenant described above shall be void and the terms and conditions of the Covenant deemed reimposed upon the real property described in the Deed. The closing of such construction financing may be evidenced and established by the recording of a Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing from SPE to the Public Trustee of Douglas County, Colorado, for the benefit of U.S. Bank National Association (the "Deed of Trust"). Provided the Deed of Trust is recorded within such thirty (30) day period, no separate confirmation or evidence of the closing of the loan shall be required in order to evidence satisfaction of this requirement. Should the Deed of Trust not be recorded within such thirty (30) day period, SPE shall cause the real property described in the Deed to be conveyed back to CD-Parker, LLC within thirty (30) days thereafter or a breach of the Covenant shall be deemed to have occurred without further action or notice from the undersigned.

Executed to be effective this ____ day of _____, 2025.

TOWN OF PARKER,
a Colorado home rule municipal corporation

By: _____
Joshua Rivero, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by Joshua Rivero as Mayor and Chris Vanderpool as Town Clerk of the Town of Parker, a Colorado home rule municipal corporation.

Witness my hand and official seal.

My commission expires: _____

Notary Public



Request for Town Council Action

Date: July 7, 2025

Submitted By: Chris Vanderpool, Town Clerk

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 9.387 - First Reading**
A Bill for an Ordinance Approving the Intergovernmental Agreement
Between the Douglas County Clerk and Recorder and the Town of
Parker Regarding the Conduct and Administration of the November 4,
2025, Coordinated Election
Department: Town Clerk, Chris Vanderpool
Second July 21, 2025
Reading:

EXECUTIVE SUMMARY

The Town's special election will be conducted as a coordinated election with Douglas County. The Town and Douglas County are required to enter into an intergovernmental agreement (IGA) to govern the conduct of the election, pursuant to C.R.S. § 1-7-116(2).

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Under the "Uniform Election Code," the Town will coordinate its special election with Douglas County. On April 21, 2025, the Town Council passed Resolution No. 25-028 to participate in the November 4, 2025, Douglas County coordinated election. Under the Uniform Election Code, the Town and Douglas County are required to enter into an IGA to conduct the election.

FINANCIAL IMPACT

The budget for the Town to participate in the coordinated election is \$50,000.

STRATEGIC GOAL(S)



ATTACHMENTS

1. Ordinance No. 9.387

RECOMMENDED MOTION

I move to approve Ordinance No. 9.387 on first reading and to schedule second reading for July 21, 2025, as part of the consent agenda.

ORDINANCE NO. 9.387, Series of 2025

TITLE: A BILL FOR AN ORDINANCE APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE DOUGLAS COUNTY CLERK AND RECORDER AND THE TOWN OF PARKER REGARDING THE CONDUCT AND ADMINISTRATION OF THE NOVEMBER 4, 2025, COORDINATED ELECTION

WHEREAS, under Section 2.1 of the Town of Parker Home Rule Charter and Section 2.06.020 of the Parker Municipal Code, the Town has adopted the exclusive use of Title 1 of the Colorado Election Code for all Town elections that are conducted with Douglas County;

WHEREAS, the Town Council of the Town of Parker adopted Resolution No. 25-027, Series of 2025, stating the Town's intent to participate in the Douglas County Coordinated Election on November 4, 2025, and appointing the Town Clerk as the designated election official of the Town;

WHEREAS, the Town has sufficient funds available and appropriated in its approved budget to pay the Town's prorated election expenses for the November 4, 2025, Coordinated Election;

WHEREAS, the Town Council of the Town of Parker desires to enter into an intergovernmental agreement with the Douglas County Clerk and Recorder regarding the conduct and administration of the November 4, 2025, Coordinated Election; and

WHEREAS, the Town Council of the Town of Parker desires to authorize the Mayor to execute the Intergovernmental Agreement between the Douglas County Clerk and Recorder and the Town of Parker Regarding the Conduct and Administration of the November 4, 2025, Coordinated Election.

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

Section 1. The Town Council of the Town of Parker hereby approves the Intergovernmental Agreement between the Douglas County Clerk and Recorder and the Town of Parker Regarding the Conduct and Administration of the November 4, 2025, Coordinated Election, which agreement shall be in substantially the same form as the agreement attached hereto as **Exhibit 1**. The Town Council further authorizes the Mayor of the Town to enter into the Intergovernmental Agreement on behalf of the Town in substantially the same form as attached hereto, following final approval by the Town Attorney.

Section 2. The Recitals of this Ordinance are incorporated herein by the reference.

Section 3. **Safety Clause.** The Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Parker, that it is promulgated for the health, safety and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience

and welfare. The Town Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained. The Town Council further finds that the title to this Ordinance was posted in two public places two days before the Town Council meeting, as provided by Section 7.5e. of the Town of Parker Home Rule Charter.

Section 4. Severability. If any clause, sentence, paragraph or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

Section 5. Effective Date. This Ordinance shall become effective ten (10) days after final publication.

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2025.

Joshua Rivero, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2025.

Joshua Rivero, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Jamie Wynn, Town Attorney

EXHIBIT 1



INTERGOVERNMENTAL AGREEMENT

DOUGLAS COUNTY CLERK AND RECORDER &

(Enter Jurisdiction Name)

REGARDING THE CONDUCT AND ADMINISTRATION OF:

NOVEMBER 4, 2025 COORDINATED ELECTION

SHERI DAVIS, DOUGLAS COUNTY CLERK AND RECORDER
DOUGLAS COUNTY ELECTIONS
CASTLE ROCK, CO 80109
303-660-7444



TABLE OF CONTENTS

INTENT TO COORDINATE	1
PARTICIPATION AGREEMENT	2
SECTION I: DEFINITIONS AND JOINT RESPONSIBILITIES (Information Only)	3
SECTION II: COUNTY AND JURISDICTION RESPONSIBILITIES (Information Only)	5
SECTION III: CANCELLATION OF ELECTION (Information Only)	11
SECTION IV: MISCELLANEOUS	12
SIGNATURE PAGE*	14
APPENDIX A: ADDRESS CONFIRMATION FORM*	15
ANNEXATIONS, INCLUSIONS, EXCLUSIONS*	17
APPENDIX B: CONTACT INFORMATION FORM*	20
APPENDIX C: IMPORTANT DATES (Information Only)	21
APPENDIX D: IGA CHECKLIST	22
APPENDIX E: BALLOT MEASURES FORM	24
APPENDIX F: CANDIDATE CONTEST FORM	25
APPENDIX G: BALLOT ISSUE NOTICE AGREEMENT (TABOR BOOK) *	27
APPENDIX H: BALLOT ISSUE NOTICE TEMPLATE (TABOR BOOK)	29
APPENDIX I: BALLOT ISSUE NOTICE PROOF ACCEPTANCE (TABOR BOOK) *	30

*REQUIRES (OR MAY REQUIRE) A SIGNATURE

INTENT TO COORDINATE

JURISDICTION: _____

Designated Election Official: _____

_____ **Check here if your Jurisdiction WILL NOT participate in this election.**

Please mail or email this page to Douglas County Elections, 125 Stephanie Place, Castle Rock, CO 80109, or Elections@douglas.co.us.

_____ **Check here if your Jurisdiction WILL participate in this election.**

Please complete the remainder of this packet and mail or email it to Douglas County Elections, 125 Stephanie Place, Castle Rock, CO 80109, or Elections@douglas.co.us.

Submitting a BALLOT ISSUE(s)? **YES** **NO** **How many?** _____

A ballot issue is a matter arising under Article X Section 20 of the Colorado Constitution as defined in sections 1-41-102 (4) and 1-41-103 (4). It is a **tax/TABOR issue**.

Submitting a BALLOT QUESTION(s)? **YES** **NO** **How many?** _____

A ballot question is a matter involving a citizen petition or referred measure other than a ballot issue. It is a **non-tax question**.

Submitting a CANDIDATE CONTEST(s)? **YES** **NO** **How many?** _____

PARTICIPATION AGREEMENT

This INTERGOVERNMENTAL AGREEMENT ("Agreement") is between the Douglas County Board of County Commissioners on behalf of the Douglas County Clerk and Recorder (referred to as the "County") and the Jurisdiction (referred to as the "Jurisdiction"). The "County" and "Jurisdiction" are referred to collectively as the "Parties".

Under the Uniform Election Code of 1992 (Articles 1-13 of Title 1, C.R.S.), governmental entities are encouraged to cooperate and consolidate elections to reduce taxpayer expenses.

If more than one political subdivision holds an election on the same day in November, and the eligible electors for each election are the same or the boundaries overlap, the County Clerk and Recorder is the Coordinated Election Official (referred to as the "CEO") and conducts elections on behalf of political subdivisions utilizing the mail ballot procedures outlined in Article 7.5 of Title 1.

The Parties agree this election shall be conducted as a coordinated election following the Uniform Election Code of 1992 (Articles 1-13 of Title 1, C.R.S.), or any other Title of C.R.S. governing the participating Jurisdiction's election matters, as well as the Colorado Constitution, and the Colorado Secretary of State (SOS) Rules (referred to as the "Code").

The Parties agree that section 1-7-116, C.R.S. applies, and it is in the best interest of taxpayers and electors to enter into this Agreement to conduct the coordinated election as authorized under Article XIV, Section 18 of the Colorado Constitution, and sections 1-7-116 and 29-1-203, C.R.S.

SECTION I.
DEFINITIONS AND JOINT RESPONSIBILITIES
(Information Only)

1.01 DEFINITIONS

- A. **Coordinated Election Official** (CEO) is the Douglas County Clerk and Recorder, who acts as the Coordinated Election Official as defined within the Code.
- B. **Contact Officer** is the person identified by the County to act as the primary liaison with the Jurisdiction. Under the authority of the CEO, the Contact Officer is responsible for the coordination of the election with the Jurisdiction and the procedures to be completed by the County.
- C. **Canvass Board** is a group of representatives appointed by the major political parties before the election. The canvass is the audit function of the election and the process of reconciling the number of ballots counted to the number of voters who voted. The Canvass Board will meet no later than the 22nd day after the election to certify the abstract of votes cast.
- D. **Designated Election Official** (DEO) is the person identified by the Jurisdiction to act as the primary liaison with the Contact Officer. The DEO is responsible for the election procedures that must be handled by the Jurisdiction as specified within the Code and this Agreement.
- E. **Logic and Accuracy Test** (LAT): The county must conduct a Logic and Accuracy Test on its voting equipment at least 21 days before the election. Voting devices must be tested before they are used in an election. One registered elector from each major political party is required to serve on the Logic and Accuracy Testing Board.
- F. **Risk Limiting Audit** (RLA): This audit provides strong statistical evidence that the election outcome is correct. The number of ballots required to conduct an RLA will vary based on the smallest margin of the contest selected by the Secretary of State and the risk limit. The smaller the margin, the more ballots to audit. The smaller the risk limit, the more ballots to audit. The Audit Board is appointed by the major political parties and must complete its report no later than 5:00 p.m. one business day before the canvass deadline. At least one member of each major political party's Canvass Board will serve as an observer of the audit.
- G. **TABOR** (Taxpayer Bill of Rights) is a constitutional provision (Colo. Const. art. X, § 20) that requires voter approval for tax increases and the issuance of ballot issue notices before the election.

1.02 JOINT RESPONSIBILITIES

The Parties agree to the statutory and regulatory requirements for coordinated elections and ballot issue notices (TABOR) and will adhere to all applicable provisions of the Code that are necessary or appropriate to perform the duties required.

The Parties agree to their official responsibilities in the conduct of the election, including responsibilities under the Fair Campaign Practices Act and any local ordinances concerning fair campaign practices.

1.03 JURISDICTION

The Jurisdiction encompasses territory within Douglas County. This Agreement applies only to the portion of the Jurisdiction within Douglas County.

- If the Jurisdiction is entirely contained within Douglas County, the Contact Officer establishes the ballot number and order under 1-5-407(5), C.R.S.
- If the Jurisdiction is split among more than one county, the Contact Officer will coordinate with other counties to agree upon the ballot number and order per Colorado SOS Election Rule 4.2.

SECTION II.
COUNTY AND JURISDICTION RESPONSIBILITIES
(Information Only)

The County and the Jurisdiction will each perform their respective duties and/or functions as outlined in this Agreement:

2.01 COUNTY RESPONSIBILITIES:

- A. Assist the Jurisdiction on any matter related to the election to ensure smooth and efficient operations by designating a Contact Officer to act as the primary liaison between the County and the Jurisdiction. This does not include providing legal advice.
- B. Provide an Address Confirmation Form (Appendix A) accompanied by an Address Library Report and Jurisdiction Boundary Map that defines Jurisdictional boundaries using residential street ranges based on County Assessor records. The Address Library Report will include the address report from the Secretary of State voter registration system, which defines street addresses within the Jurisdiction.
- C. Verify any Address Library Report errors, omissions, and/or corrections identified by the Jurisdiction against County Assessor data, and where appropriate, modify street ranges to accurately define the eligible electors within the Jurisdiction.
- D. Contract for the mail ballot packets to be used in the election (ballot, voter instructions, and official return envelope) and remit payment directly to the vendor.
- E. Provide ballot layouts compliant with the Code for proofreading and signature approval by the Jurisdiction before final ballot printing.
- F. Mail the ballot packets as required by the Code.
- G. Provide a certified list of the Jurisdiction's registered voters, as requested.
- H. Conduct all associated tasks relating to election judges, including eligibility, placement, training, and oversight in the conduct of the election.
- I. Conduct all functions of the Canvass Board to certify election results and provide the Jurisdiction with a copy of all election statements required under the Code.

- J. Prepare and conduct the Logic and Accuracy Test.
- K. Publish and post the required legal notices under 1-5-205(1), C.R.S.
- L. Refer members of the public and press to the DEO regarding specific questions about the Jurisdiction's ballot measures or candidates.
- M. Provide all necessary equipment, system programming, and personnel for ballot tabulation.
- N. Conduct and oversee the process of counting ballots and reporting results.
- O. Conduct a recount of the ballots cast if required by law, requested by the Jurisdiction, or requested by an interested party as allowed by the Code.
- P. Prepare and conduct the Risk Limiting Audit before certifying election results.
- Q. Provide the Jurisdiction with an invoice for all expenses incurred under this Agreement.
- R. Archive and maintain all election records as required by the Code.

2.02 JURISDICTION RESPONSIBILITIES:

- A. Identify a DEO who is responsible for the Jurisdiction's statutory and regulatory requirements in the conduct of the election.
- B. Notify the Contact Officer if the Jurisdiction is shared by an additional county or counties.
- C. Provide a copy of the Ordinance or Resolution stating that the Jurisdiction has adopted the exclusive use of the Code for the conduct of the election and that the Jurisdiction will participate in the coordinated election following the terms and conditions of this Agreement.
- D. Confirm sufficient funds are available and appropriated in the Jurisdiction's approved budget to pay for election expenses. The Jurisdiction recognizes that the County cannot accurately predict the exact cost for the election, but agrees it will pay its calculated prorated share and has appropriated sufficient funds to do so.

- E. Return this Intergovernmental Agreement with all required information and signatures completed on or before the seventieth (70) day before the election per the Code.
- F. May appoint one representative to participate in the Canvass Board. If there is not a representative appointed, an employee of the Douglas County Clerk and Recorder will be appointed on the Jurisdiction's behalf by the Contact Officer.
- G. May appoint one representative to participate in the Logic and Accuracy Test. If there is not a representative appointed, an employee of the Douglas County Clerk and Recorder will be appointed on the Jurisdiction's behalf by the Contact Officer.
- H. May choose to appoint an observer for the Risk Limiting Audit. If there is not a representative appointed, an employee of the Douglas County Clerk and Recorder will be appointed on the Jurisdiction's behalf by the Contact Officer.
- I. Certify Jurisdictional boundaries by completing and returning the Address Confirmation Form or the Jurisdiction Boundary Map (Appendix A).
- J. Review all candidate petition information, if applicable, and verify the information against voter registration records, and where applicable, county assessor records per 1-4-908, C.R.S. After review, the DEO will notify the candidate of the number of valid signatures and whether the petition is sufficient or insufficient. Upon determining that the petition is sufficient, and after the time for protest has passed, the DEO will certify the candidate to the ballot and notify the Contact Officer.
- K. The DEO will refer correspondence and calls relating to the election outside of the DEO's expertise to the Contact Officer for response.
- L. Determine ballot measure titles and text. Certify candidates, the number of selections a voter should make (e.g., Vote for One), and whether there is a certified write-in candidate. Provide the list of ballot measures and candidate contests electronically to the Contact Officer in a plain text format, on or before the sixtieth (60) day before the election, no later than 5:00 p.m. (Appendix E and Appendix F).

The ballot content must be certified in the order in which it will appear on the ballot and must include specific instructions (e.g., Vote for One, etc.). The certified list of candidates and ballot measures will be final, and the Contact Officer is not responsible for making any changes after the certification, except those prescribed by statute. The use of all capital letters is reserved for tax (TABOR) issues only, per the Code.

Use APPENDIX E: BALLOT MEASURES FORM, APPENDIX F: CANDIDATE CONTESTS FORM, and APPENDIX H: BALLOT ISSUE NOTICE TEMPLATE to create and submit ballot content and ballot issue notices in the correct format.

- M. At the time ballot content is certified to the County, the DEO or candidates will provide the phonetic pronunciation of each candidate's name for use on the ADA-accessible audio ballot. Record a voice message at (303) 663-6279 and include the candidate's name, jurisdiction, and title of office no later than sixty (60) days before the election.
- N. Indicate whether ballot content is a referred measure or an initiative from a citizen petition. The Jurisdiction understands and agrees that any ballot content not submitted according to statutory deadlines may result in candidates, issues, or questions not being on the ballot for the coordinated election.
- O. Proofread the layout and text of the Jurisdiction's portion of the official ballot, and if applicable, of the Ballot Issue Notices booklet (TABOR Book), and provide written confirmation (in electronic format) of acceptance before printing.
 - a. **Approval or requested changes must be provided to the Contact Officer within four (4) hours of the Jurisdiction receiving ballot layout and text from the county and within two (2) hours of the Jurisdiction receiving the proof for any Ballot Issue Notices to be included in the TABOR Book.**
 - b. This may require availability outside of normal business hours. Such acceptance is final, and no changes will be made after written notice (in electronic format) is given to the Contact Officer. Failure to respond by the deadline will be considered acceptance "as is". A penalty for delay or rework of the ballot or TABOR Book will result in an additional fee to the Jurisdiction for all associated costs to fix or correct Jurisdictional errors.
- P. Perform the following tasks if Jurisdictional property owners are eligible to vote:
 - a. Notify Contact Officer of the Title under which the political subdivision is formed, and specifically which property owners are eligible to vote in the election.
 - b. Provide a certified list of eligible property owners, as determined by the Jurisdiction, who:
 - i. Own property within the Jurisdiction, appear on the State of Colorado list of registered voters, and reside at an address that is not within the boundaries of Douglas County ("Out of County" property owners); or,

- ii. Own property within the Jurisdiction, appear on the Douglas County list of registered voters, reside at an address that may not match the property address as shown on the County Assessor's list, but is within the boundaries of Douglas County ("In County" property owners).
 - c. Coordinate directly with the Douglas County Assessor's Office (303-660-7450) or visit their website to obtain the list of all recorded owners of taxable real and personal property at apps.douglas.co.us/assessor/advanced-search/.
 - d. Exclude non-person entities, property owners not living in the state of Colorado, property owners not registered to vote, and property owners who reside in the district and will already receive a mail ballot.
 - e. Submit the list as a clearly named Microsoft Excel electronic file. The spreadsheet must include only one (1) eligible elector's name per line. Each line must consist of the following separated fields: Last name, first name, middle name, mailing address, city, state, zip, parcel number, phone number (if available), and voter identification number.
- Q. Publish and post any required legal notices for the Jurisdiction's ballot content (other than the notice required by 1-5-205(1), C.R.S., which Douglas County will publish), and email a copy of the published legal notice to the Douglas County Recording Office at recording@douglas.co.us, to provide an official record.
- R. Provide phone support on Election Day from 7:00 am – 7:00 pm. A designated phone support contact person for the Jurisdiction must be provided upon execution of this Agreement. Emergency contact information must also be provided for this purpose.
- S. Notify the Contact Officer within 24 hours of the completion of the final ballot tabulation whether a recount is required or desired. The Jurisdiction will reimburse the County for the full cost of the recount. If other Jurisdictions are included in the recount, the cost will be prorated among the participating Jurisdictions per 1-10.5-101, C.R.S., and SOS Rule 10.9.5.
- T. Within thirty (30) days from the date of receipt of a recount invoice, the Jurisdiction must remit total payment to the County.
- U. Pay any additional or unique election costs resulting from Jurisdiction delays, mistakes, recounts, and/or special preparations or cancellations relating to the Jurisdiction's participation in the coordinated election. Charges are \$1.00 per registered voter (with a minimum charge of \$1,000) not including publication cost, excess ballot column inches

cost (\$2,000 for exceeding five (5) column inches), special text formatting cost for italics, underlining, bullet points, numbering, tables, strike-through text, or indentations (\$500 if applicable), the use of all capital letters for non-TABOR issues per the Code, or TABOR Notice costs with a (minimum charge of \$500).

Illustrative Pro-Rated Costs Table if costs of TABOR Notice were \$3,744.57 and other public notices were \$66.58.

Registered Voters	Eligible Property Owners	TABOR Households	Content Length Over 5 Inches	Basic Coordination Charge	TABOR Notice Charge (min. \$500)	Excess Content Length Charge	Public Notice Charge	Special Formatting Charge	Total Charges
302858	0	134985	10.75	\$302,858.00	\$14,351.52	\$21,500.00	\$4.88	\$ -	\$338,714.40
79	63	42	4.00	\$1,000.00	\$ 500.00	\$8,000.00	\$4.88	\$ -	\$9,504.88
46097	0	0	14.75	\$46,097.00	\$0	\$29,500.00	\$4.88	\$500.00	\$75,601.88
140	0	60	8.75	\$1,000.00	\$500.00	\$17,500.00	\$4.88	\$ -	\$19,004.88
253	106	120	0.50	\$1,000.00	\$500.00	\$1,000.00	\$4.88	\$ -	\$2,504.88

SECTION III.
CANCELLATION OF ELECTION
(Information Only)

3.01 CANCELLATION OF ELECTION BY THE JURISDICTION

In the event the Jurisdiction resolves to cancel the election, notice must be provided to the Contact Officer immediately. The Jurisdiction is responsible for the full cost of election activities incurred both before and after the Contact Officer receives notice of cancellation. The Jurisdiction must provide and publish the cancellation notice per the Code. If the Jurisdiction resolves to cancel the election after the deadline for the DEO to certify ballot order and content to the Contact Officer, the text provided by the Jurisdiction cannot be removed from the ballot and/or the TABOR Book.

SECTION IV.
MISCELLANEOUS

4.01 NOTICES

Notices required under this Agreement are deemed received and effective: (1) three days after they have been mailed by certified mail, return receipt requested; (2) immediately upon hand delivery; 3) or upon email receipt, to the address of the Parties as indicated here:

To County:

Sheri Davis
Douglas County Clerk and Recorder
Elections Division
125 Stephanie Place
Castle Rock, Colorado 80109

Email: Elections@Douglas.co.us

To Jurisdiction:

(Enter Contact and address information)

4.02 TERM OF AGREEMENT

The term of this Agreement shall continue until all statutory requirements concerning the conduct of the coordinated election are fulfilled.

4.03 AMENDMENT

This Agreement may be amended only in writing and following the same formality as the execution of the initial Agreement.

4.04 INTEGRATION

The Parties acknowledge that this Agreement constitutes the sole Agreement between them relating to the coordinated election and does not include any oral statements made by the Parties' employees, agents, or officers.

4.05 CONFLICT OF AGREEMENT WITH LAW, IMPAIRMENT

If any provision in this Agreement conflicts with the Code or other statute, this Agreement will be modified to conform to such law. No resolution of either party to this Agreement can impair the rights of the CEO or the Jurisdiction without the consent of the other party.

4.06 TIME OF ESSENCE

Time is of the essence for this Agreement. The time requirements for the completion of the tasks in this Agreement are determined by the Code. Failure to comply with the terms and deadlines outlined in this Agreement or the Code may result in consequences up to and including termination of this Agreement.

4.07 GOOD FAITH

The Parties implement this Agreement in good faith and will act in good faith in all matters that require joint or general action.

4.08 NO WAIVER OF GOVERNMENTAL IMMUNITY ACT

The Parties understand and agree that they, their commissioners, officials, officers, directors, agents, and employees, are relying on and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act (CGIA) Sections 24-10-101 - 120, C.R.S., or otherwise available to the County or the Jurisdiction. To the extent the CGIA imposes varying obligations or contains different waivers for cities and counties, both the Jurisdiction and the County agree that they will remain liable for their independent obligations under the CGIA, and neither party shall be the agent of the other or liable for the obligations of the other.

4.09 NO THIRD-PARTY BENEFICIARIES

The enforcement of the terms and conditions of this Agreement and all rights of action relating to its enforcement are strictly reserved for the County and the Jurisdiction. Nothing contained in this Agreement allows a claim or right of action by anyone other than the Parties.

SIGNATURE PAGE

The execution of this Agreement between the Parties is effective on the latest date noted below. **Sign and date here:**

COORDINATED ELECTION OFFICIAL:

Douglas County Clerk and Recorder

Date

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

(Board signature required if coordination cost will exceed \$25,000)

Douglas County Board of County Commissioners Chairperson

Date

Attest – Clerk to the Board

APPROVED AS TO FISCAL CONTENT:

Douglas County Director of Finance

APPROVED AS TO LEGAL FORM:

Douglas County Attorney

JURISDICTION SIGNATURES:

By: _____

Date: _____

Title: _____

By: _____

Date: _____

Title: _____

Attest (Name/Title): _____

APPENDIX A: ADDRESS CONFIRMATION FORM

JURISDICTION NAME: _____

The address ranges identified in the **Address Library Report** provided with this Agreement represent all current addresses within the Jurisdiction according to the Douglas County Elections Voter Registration System address report. Douglas County Elections only maintains residential addresses, not business or commercial addresses.

Review the **Address Library Report** to confirm the address ranges are accurate and include all residential addresses within your Jurisdiction. These addresses will be used to identify eligible electors within the Jurisdiction. It is the Jurisdiction's responsibility to know all current addresses within its boundaries.

If there is an error in the **Address Library Report**, please note it in the table below and sign this form. If there are no errors, omissions, and/or corrections, it is still essential to sign, date, and return this form to Douglas County Elections.

Section 1

Enter information in the table, if applicable. If more space is needed, please create a separate document.

Street Name	Dir.	Street Type	Low/High Range	Odd/Even	Zip Code	Notes
Example: Main	E	St.	101/603	Even	80104	

Section 2

Enter all counties the Jurisdiction includes:

County Name(s):

If the Jurisdiction does not include more than one county, write N/A here: _____

FOR PROPOSED DISTRICTS: Provide a certified legal description, map, and street listing (including street ranges).

Please indicate if any of the above information is being submitted to Douglas County Elections electronically. ELECTRONIC FILE(S) SENT ON: _____
(Enter Date Here)

PROVIDE SIGNATURE

I have reviewed the Jurisdiction's **Address Library Report** provided by Douglas County Elections and certify it to be a true and accurate description of the address ranges defining boundaries of the Jurisdiction, except for any discrepancies that are noted on this form.

Signature

Date

ANNEXATIONS, INCLUSIONS, EXCLUSIONS

This form may be used in conjunction with the provided **Jurisdiction Boundary Map** in place of reviewing and verifying the provided Address Library Report.

JURISDICTION NAME: _____

To ensure Douglas County Elections has the most current information, please complete either Section 1 or Section 2 below regarding any Annexations, Inclusions, and Exclusions for your Jurisdiction.

Section 1

Since January 1 of the current year, the Jurisdiction has approved (check all that apply):

_____ Annexations

_____ Inclusions

_____ Exclusions

All supporting documents on the applicable Annexation(s), Inclusion(s), or Exclusion(s) are attached to this form and should be used by Douglas County Elections to update address information for the Jurisdiction.

By signing below, I acknowledge and certify that the information is true and accurate.

Signature

Date

Section 2

I acknowledge and certify the Jurisdiction has not approved any Annexation(s), Inclusion(s), or Exclusion(s) since January 1 of the current year.

By signing below, I acknowledge and certify that the information is true and accurate.

Signature

Date

APPENDIX B: CONTACT INFORMATION FORM

Please enter your Jurisdiction's information.

Jurisdiction: _____

Designated Election Official: _____

Name

Mailing Address

City, State, Zip

Email

Phone

Represented by:

Attorney / Law Firm

Mailing Address

City, State, Zip

Email

Phone

Per this Agreement, please indicate the Jurisdiction representative(s) who will participate in the following activities:

REQUIRED PARTICIPATION

Election Day phone support for citizen inquiries

November 4, 2025, 7:00 a.m. – 7:00 p.m.

Name: _____

Phone: _____

Email: _____

OPTIONAL PARTICIPATION

If a representative is not designated for these optional activities, the Douglas County Elections office will designate a staff member to serve on behalf of the Jurisdiction.

Logic and Accuracy Test (LAT)

(Enter date, time, location, info)

Name: _____

Phone: _____

Email: _____

Risk Limiting Audit (RLA)

(Enter date, time, location, info) Additional days may be needed.

Name: _____

Phone: _____

Email: _____

Canvass Board and Final Certification of Election

(Enter date, time, location, info)

Name: _____

Phone: _____

Email: _____

Douglas County Contact Information
(Information Only)

- Douglas County Coordinated Election Official:
Sheri Davis, Clerk and Recorder
301 Wilcox Street, Castle Rock, CO 80104
clerk@douglas.co.us
303-663-7364

- Douglas County Contact Officer
Jack Twite Jr.
125 Stephanie Place, Castle Rock, CO 80109
jtweite@douglas.co.us
303-814-7618

- Douglas County Deputy Director of Elections
Jack Twite Jr.
125 Stephanie Place, Castle Rock, CO 80109
jtweite@douglas.co.us
303-814-7618

- Douglas County Senior Assistant Attorney
Chris Pratt
100 Third Street, Castle Rock, CO 80104
cpratt@douglas.co.us
303-660-7321

APPENDIX C: IMPORTANT DATES
(Information Only)

EVENT	DATE
Last day to provide in writing to the County Clerk & Recorder Notice of Intent to coordinate for the 2025 Coordinated Election (-100 days)	July 25
Last day to return signed IGA to the Contact Officer (-70 days)	August 26
Last day to return completed Address Confirmation Form (Appendix A) or Boundary Map to ensure accurate voter information (-70 days)	August 26
Last day to submit certified ballot order and content to the Contact Officer (-60 days)	September 5
Last day for Secretary of State to certify state ballot order and content to county clerk (-57 days)	September 8
Last day to mail ballots to Uniformed and Overseas electors (UOCAVA) (-45 days)	September 20
Last day to submit Ballot Issue Notice (TABOR) Language and summarized Pro/Con & Fiscal Impact Statements to Contact Officer (-43 days)	September 22
Logic and Accuracy Test (LAT)	September 26
Logic and Accuracy Test (LAT) – Alternate Date	September 29
Ballots mailed to voters (-22 days)	October 10
Ballot Drop Boxes open (-15 days minimum)	October 10
Last day voter can request our office mail a ballot (-8 days)	October 27
Voter Service and Polling Centers (VSPCs) open (-15 days)	October 27
ELECTION DAY	November 4, 7 AM – 7 PM
Risk Limiting Audit (RLA)	November 18 (Additional days may be needed)
Canvass Board and Final Certification of Election	November 21
Canvass Board and Final Certification of Election – Alternate date	November 24
Final Certification of Election deadline	November 26

APPENDIX D: IGA CHECKLIST

Use this checklist to track and complete all items as outlined in this Agreement. Dates reflect the Douglas County Elections timeline based on statutory requirements and deadlines.

✓	DATE	EVENT
	July 25	Provide in writing to the County Clerk and Recorder notice of intent to coordinate.
	Month of August	Receive and review the Agreement and accompanying documents from the Contact Officer, including important District addressing verification.
	August 26	• Complete and return all required documents of the Agreement via mail or email to the Contact Officer, jtweite@douglas.co.us. • Provide a copy of the Ordinance or Resolution outlining intent to participate in the coordinated election. • Provide a statement to confirm sufficient funds to pay for election expenses are available and appropriated in the Jurisdiction's approved budget. • For PROPOSED DISTRICTS: Provide a certified legal description, map, and street listing (including street ranges).
	September 5	• Provide certified ballot content and order to the Contact Officer. C.R.S 1-5-203(3). Refer to Section 2.02 (L) of the IGA for specific requirements. USE TEMPLATES PROVIDED IN APPENDIX H AND I. • As applicable, provide phonetic pronunciation of each candidate's name via voicemail. Refer to Section 2.02 (M) of the IGA for instructions. • Proofread ballot layout and text for Jurisdiction's portion of the official ballot and provide written acceptance of content or written notice of necessary changes. Refer to Section 2.02 (O) of the IGA for instructions.
	September 22	Provide Contact Officer with full text of any required ballot issue notices (TABOR) and all summarized pro/con statements. USE TEMPLATE PROVIDED IN APPENDIX G.

	October 1	For elections where property owners are eligible electors: Provide all applicable eligible property owner list(s). Refer to Section 2.02 (P) of the agreement and APPENDIX A for instructions and requirements.
	October 10	For elections where property owners are eligible electors: Provide a supplemental list of applicable eligible property owner(s) for eligible voters not submitted in the original list from October 1. Refer to Section 2.02 (P) of the agreement and APPENDIX A for instructions and requirements.
	November 4, 2025	ELECTION DAY Jurisdiction phone support is required during voting hours from 7:00 a.m.-7:00 p.m. to provide information as needed to the Douglas County Elections office, public, or media.
	Post-Election Day	• Notify Contact Officer within 24 hours of completion of final ballot tabulation if a recount is required. • Remit payment within 30 days of receipt of billing invoice.

Appendix E: BALLOT MEASURES FORM

*Please use this form to provide the required information for **each** Ballot Measure submitted.*

1. Name of coordinating entity: _____

2. Ballot measure type: ☐ Ballot Issue (Tax/TABOR) ☐ Ballot Question (Non-Tax/TABOR)

3. Subject matter summary for contest heading (optional)

4. **Ballot measure text:** Enter the ballot measure's text in the form of a question, exactly as it should be printed on the ballot. Please note:

- Ballot Issues (tax) under TABOR must be certified in ALL UPPERCASE LETTERS
- Ballot Questions not arising under TABOR must be certified in sentence case (upper and lower case letters)
- Include standard measure responses with the ballot measure text (YES/FOR NO/AGAINST)

Appendix F: CANDIDATE CONTEST FORM

*Please use this form to provide the required information for **each** of your candidate contests.*

1. **Name of coordinating entity:** _____

2. **Name of elected office or position:** _____

3. **Representation type:** Under the applicable election laws of the coordinating entity, state whether candidates for this office are elected at large by all electors of the coordinating entity, or by district.
Check one:

☐ Candidates for this office are elected at-large ☐ Candidates for this office are elected by district

4. **Contest title:** Please enter the office or position title, district (if needed), term length, and the number of elected positions to be filled for this office using the following format and example:

Format:

Office Title – District
Term Length (Vote for Number)

Example:

Councilmember – District 2
Four-Year Term (Vote for One)

Title: _____

Term Length: _____

5. **Named candidates:** State the names of all candidates for this office, exactly as they should be printed on the ballot, and in the exact order they should be printed on the ballot.

- Add additional lines if necessary
- Candidate names must be in proper case
- Candidate names may not include any title or degree designating the business or profession of the candidates
- A candidate's name may include one nickname, if the candidate regularly uses the nickname, and the nickname does not include any part of a political party name

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

6. **Write-in candidates:** State whether this race will have write-in candidates. ☐ **Yes** ☐ **No**

If your answer to Question 6 is Yes, also state:

- a. The number of separate write-in lines that should be printed on the ballot. _____
(The number of write-in lines should equal the number of elected positions to be filled.)

- b. Under the ballot access laws and rules that apply to the coordinating entity, is there any possibility that an eligible elector may file papers with the DEO to qualify as a write-in candidate **after** the DEO certifies ballot content to the County Clerk?

☐ **Yes** ☐ **No**

- c. State the names of the eligible write-in candidates for this race:

1. _____
2. _____
3. _____
4. _____

APPENDIX G: BALLOT ISSUE NOTICE AGREEMENT (TABOR BOOK)

The Ballot Issue Notices booklet (TABOR Book) is the publication required by the Colorado State Constitution, Article X, Section 20, for ballot issues that call for increases in the tax rate or government debt. The County must mail the Ballot Issue Notice booklet to electors.

THE COUNTY WILL PERFORM THE FOLLOWING TASKS FOR THE BALLOT ISSUE NOTICES BOOKLET (TABOR BOOK):

- A. Determine the most cost-effective method for mailing ballot issue notices and the portion of the cost the Jurisdiction is responsible for.
- B. Determine the ballot issue numbers.
- C. Place the ballot issue notices received from Jurisdictions participating in the election in the proper order in the Ballot Issue Notices booklet.
- D. Mail a Ballot Issue Notices booklet to each address that includes registered electors as required by law.
- E. Refer calls concerning the substance of the ballot issues or the operations of the Jurisdiction to the DEO for the Jurisdiction.

THE JURISDICTION WILL PERFORM THE FOLLOWING TASKS FOR THE BALLOT ISSUE NOTICES BOOKLET (TABOR BOOK):

- A. Complete circulation, approval, review, and all other activities as required by the Code to produce the Jurisdiction's ballot issue notice. The DEO will interact with any Jurisdiction petition representatives to ensure that the Contact Officer receives the summary of written comments for and against the ballot issue within the time required by the Code.
- B. Determine the ballot title and text within the restrictions as outlined by the County in this Agreement.
- C. Include, within its ballot issue notice, the ballot title in this format: "NOTICE OF ELECTION TO INCREASE TAXES/TO INCREASE DEBT/ON A CITIZEN PETITION/ON A REFERRED MEASURE." See template provided in APPENDIX H.
- D. **Prepare the text of the ballot issue notice using the template provided in APPENDIX H.** The ballot issue notice must include any Jurisdiction voter-approved additions, and:
 - a. The election date and hours, and the local Jurisdiction contact name, office address, and telephone number
 - b. Ballot title and text
 - c. Required fiscal information
- E. Accept and summarize the filed comments in favor of and in opposition to the ballot issue received from eligible electors of the Jurisdiction and the public, as required for use in the ballot issue notice.
- F. Provide the certified content of the Jurisdiction's completed ballot issue notice to the Contact Officer as a plain text file via email.
- G. Proofread the layout and the text that the Contact Office provides of the Jurisdiction's portion of the official Ballot Issue Notices booklet and provide written notice (electronic format) of acceptance before the printing of the ballots. **Approval or requested changes must be received**

within four (4) business hours after the Douglas County Elections Contact Officer emails the draft to the jurisdiction. This may require availability outside of normal business hours, and no changes will be made after acceptance is given to the Contact Officer. If the deadline is not met, the Contact Officer will consider the proof final “as is”.

- a. A penalty for delay or rework of the ballot or ballot issue notices booklet will result in an additional fee to the Jurisdiction for all associated correction costs. The ballot issue notice may not be changed by the Jurisdiction without written approval from the Contact Officer and can be requested no later than the 42nd day before the election.
- H. Resolve, at the Jurisdiction’s expense, any and all challenges pertaining to ballot issue notices certified to the County.

Jurisdiction Signature

By: _____ Date: _____

County Signature

By: _____ Date: _____

Appendix H: BALLOT ISSUE NOTICE TEMPLATE (TABOR BOOK)

Please use this template and replace the highlighted fields with your Ballot Issue Notice information.

TO: ALL REGISTERED VOTERS

NOTICE OF ELECTION TO INCREASE TAXES/TO INCREASE A DEBT (choose one or both options)
ON A CITIZEN PETITION/ON A REFERRED MEASURE (choose one option)

ENTER YOUR JURISDICTION NAME HERE

Election Date: November 4, 2025

Election Hours: 7:00 A.M. – 7:00 P.M.

Designated Election Official Address and Telephone Number:

Enter your DEO contact person

Enter your DEO office address

Enter your DEO office telephone number

Ballot Issue Title and Text: (see Article X, Section 20, of the Colorado Constitution for legal guidance)

Enter your ballot issue title

Enter your ballot issue text – TEXT MUST BE WRITTEN IN ALL CAPS

Fiscal Information:

Fiscal Year	Fiscal Year Spending
2024 (Actual)	\$ Enter dollar amount
2025 (Actual)	\$ Enter dollar amount
2026 (Estimated)	\$ Enter dollar amount

Overall Percentage Change in Fiscal Year Spending Enter percent change %

Overall Dollar Change in Fiscal Year Spending \$ Enter dollar amount

Estimated first full fiscal year maximum dollar amount of increase \$ Enter dollar amount

Estimated first full fiscal year spending without the increase \$ Enter dollar amount

Summary of Written Comments FOR (enter issue title):

See C.R.S. 1-7-903 for guidance

- OR -

Enter: No comments were filed by the constitution deadline

Summary of Written Comments AGAINST (enter issue title):

See C.R.S. 1-7-903 for guidance

- OR -

Enter: No comments were filed by the constitution deadline

APPENDIX I: BALLOT ISSUE NOTICE PROOF ACCEPTANCE FORM (TABOR BOOK)

The Douglas County Elections Contact Officer will send the Jurisdiction a proof for any submitted Ballot Issue Notice(s) that the Jurisdiction must review and approve for inclusion in the Ballot Issue Notices booklet (TABOR Book) as required under Colorado law.

THE JURISDICTION MUST THOROUGHLY REVIEW ALL INFORMATION ON THE PROOF AND EITHER APPROVE IT OR PROVIDE ANY NECESSARY CORRECTIONS WITHIN FOUR (4) BUSINESS HOURS AFTER THE CONTACT OFFICER EMAILS THE PROOF.

This short approval window is necessary to comply with statutory election deadlines in Colorado. Douglas County Elections cannot begin printing the official Ballot Issue Notices booklet (TABOR Book) until this completed form is received from each applicable Jurisdiction.

The Douglas County Elections Contact Officer will confirm receipt of this Approval Form when it is received.

_____ **BALLOT ISSUE NOTICE(S) APPROVED**

_____ **BALLOT ISSUE NOTICE(S) APPROVED *WITH REVISIONS NOTED***

JURISDICTION: _____

DEO NAME: _____

DEO SIGNATURE: _____

DATE: _____ TIME: _____



Request for Town Council Action

Date: July 7, 2025

Submitted By: Nathan Klass, Engineering Service Manager

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 1.650 - First Reading**
A Bill for an Ordinance to Approve the Memorandum of Agreement By and Between the Town of Parker and the Langley Family Trust, Mary Kuchman & Jaye Kuchman, for a Portion of the Northwest Quarter of Section 3, Township 7 South, Range 66 West, Sixth Principal Meridian, Concerning the Stroh Road Widening Project
Department: Engineering and Public Works, Nathan Klass
Second July 21, 2025
Reading:

EXECUTIVE SUMMARY

This ordinance accepts the conveyance of right-of-way from the Langley Family Trust, Mary Kuchman, & Jaye Kuchman for a portion of the Northwest Quarter of Section 3, Township 7 South, Range 66 West, Sixth Principal Meridian for the Stroh Widening Project.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

On March 24, 2025, Town Council awarded the Stroh Widening project construction contract to FNF Construction Inc. The scope of the Stroh Widening Project includes widening Stroh Road by two additional lanes to the south from J Morgan Boulevard to Crowfoot Valley/Motsenbocker Road. The widening includes the extension of J Morgan to the south to connect to the existing South Metro Fire Station. In addition to the widening of Stroh Road, the project scope includes reconstructing the existing road and bridge pavement, sidewalk improvements, undergrounding of overhead powerlines, and drainage improvements. Construction is currently under way and later this year FNF Construction Inc., will begin installing storm sewer infrastructure.

The project drainage scope involves installing two (2) sand filter basins to filter stormwater runoff from Stroh Road, one on each side of the new bridge. On the east side of Cherry Creek, the sand filter basin was designed to fit next to the existing spur dike inside an existing drainage easement the Town executed on October 10, 1986. A fence needs to be installed around the easement to protect animals that are kept in the existing pasture. A fence around this portion of the property would remove the ability of the property owners to use it as viable grazing pasture as it was before. Discussions with the property owners led to the mutual agreement to

compensate the property owners for the land at fair market value, and dedicate the property outlined in the existing easement to the Town as right-of-way. Once dedicated, the property will need to be annexed into the Town as it is currently located in unincorporated Douglas County. The annexation will be brought to Council at a later date.

FINANCIAL IMPACT

Funding is secured through 301-4310 Highway and Streets Capital Projects Fund.

STRATEGIC GOAL(S)

PROMOTE A SAFE AND
HEALTHY COMMUNITY

ATTACHMENTS

1. Ordinance No. 1.650

RECOMMENDED MOTION

I move to approve Ordinance No. 1.650 on first reading and to schedule second reading for July 21, 2025, as part of the consent agenda.

ORDINANCE NO. 1.650, Series of 2025

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE MEMORANDUM OF AGREEMENT BY AND BETWEEN THE TOWN OF PARKER AND THE LANGLEY FAMILY TRUST, MARY KUCHMAN & JAYE KUCHMAN, FOR A PORTION OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 7 SOUTH, RANGE 66 WEST, SIXTH PRINCIPAL MERIDIAN, CONCERNING THE STROH ROAD WIDENING PROJECT

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

Section 1. The Town Council of the Town of Parker hereby approves the Memorandum of Agreement by and between the Town of Parker and the Langley Family Trust, Mary Kuchman & Jaye Kuchman, for a Portion of the Northwest Quarter of Section 3, Township 7 South, Range 66 West, Sixth Principal Meridian, concerning the Stroh Widening Project, which is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

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

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

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

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2025.

Joshua Rivero, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2025.

Joshua Rivero, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Jamie Wynn, Town Attorney

EXHIBIT 1

TOWN OF PARKER, COLORADO MEMORANDUM OF AGREEMENT	Parcel No: RW-4, RW-4A	
	Project: Stroh Road Widening	
	Location: Part of 6484 Stroh Road, Parker, CO 80134	
	County: Douglas	

This Agreement made on (date) _____ is between the **Town of Parker, Colorado**, a Colorado municipal corporation (GRANTEE) for the purchase of the parcels listed above from the Owner(s) **Langley Family Trust, Mary Kuchman & Jaye Kuchman** (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 (attached Exhibits "A")	16,260 Sq.ft ☒ /acres ☐	\$56,910
Land (attached Exhibits "B")	1,562 Sq.ft ☒ /acres ☐	\$5,647
Improvements NONE		\$0
Damages NONE		\$0
	Gross Total	\$62,377
	Less Credit	\$0
	Net Total	\$62,377.00

Other conditions: See attached Exhibit "C"

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.

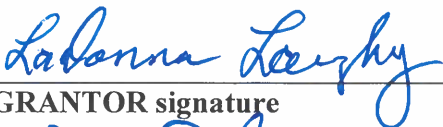
☐ GRANTOR conveys the underlying mineral estate to GRANTEE. Paragraphs 5 and 6 are hereby deleted from the Memorandum of Agreement and the conveyance document.

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 when it deposits the consideration, as set forth above, 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 | ☐ Drainage Easement |
| ☐ Full Release(s) Book/Page: | ☐ Temporary Easement |
| ☐ Partial Release(s) Book/Page: | ☐ |
| ☐ Or (specify) | |
| ☐ Title Company to prepare documents except | |

Order Check \$ 62,377.00	Payable to: Fidelity National Title FBO Langley Family Trust, Mary Kuchman & Jaye Kuchman
Order Check \$	Payable to:
Real Estate Specialist 	GRANTOR signature 
GRANTOR signature 	GRANTOR signature 
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 LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THAT CERTAIN QUITCLAIM DEED AS RECORDED OCTOBER 2ND, 2017 AT RECEPTION NO. 2017066415 IN THE OFFICIAL RECORDS OF THE DOUGLAS COUNTY, COLORADO CLERK AND RECORDER'S OFFICE, SITUATED IN THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 7 SOUTH, RANGE 66 WEST, SIXTH PRINCIPAL MERIDIAN, IN THE TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 3, WHENCE THE NORTH LINE OF SAID NORTHWEST QUARTER BEARS SOUTH 89°33'34" WEST, A DISTANCE OF 2,649.03 FEET, WITH ALL BEARINGS HEREIN BEING REFERENCED TO SAID LINE;

THENCE ALONG SAID NORTH LINE, SOUTH 89°33'34" WEST, A DISTANCE OF 844.03 FEET TO THE NORTHERLY PROLONGATION OF THE EASTERLY LINE OF THAT CERTAIN PERMANENT ROADWAY AND DRAINAGE EASEMENT RECORDED IN BOOK 676, PAGE 287 IN SAID RECORDS;

THENCE DEPARTING SAID NORTH LINE, ALONG SAID NORTHERLY PROLONGATION AND EASTERLY LINE, SOUTH 00°26'26" EAST, A DISTANCE OF 71.23 FEET TO THE SOUTHERLY BOUNDARY OF EXCEPTION PARCEL 3 AS SHOWN ON THAT CERTAIN SPECIAL WARRANTY DEED AS RECORDED JULY 31, 2017 AT RECEPTION NO. 2017051762 IN SAID RECORDS AND THE **POINT OF BEGINNING**;

THENCE ALONG THE EASTERLY, SOUTHERLY AND WESTERLY LINE OF SAID PERMANENT ROADWAY AND DRAINAGE EASEMENT THE FOLLOWING 3 COURSES;

1. SOUTH 00°26'26" EAST, A DISTANCE OF 148.77 FEET;
2. SOUTH 89°33'34" WEST, A DISTANCE OF 130.00 FEET;
3. NORTH 00°26'26" WEST, A DISTANCE OF 32.32 FEET TO THE WESTERLY BOUNDARY OF SAID QUIT CLAIM DEED;

THENCE ALONG SAID WESTERLY BOUNDARY, NORTH 22°54'02" EAST, A DISTANCE OF 122.63 FEET TO SAID SOUTHERLY BOUNDARY OF SAID SPECIAL WARRANTY DEED;

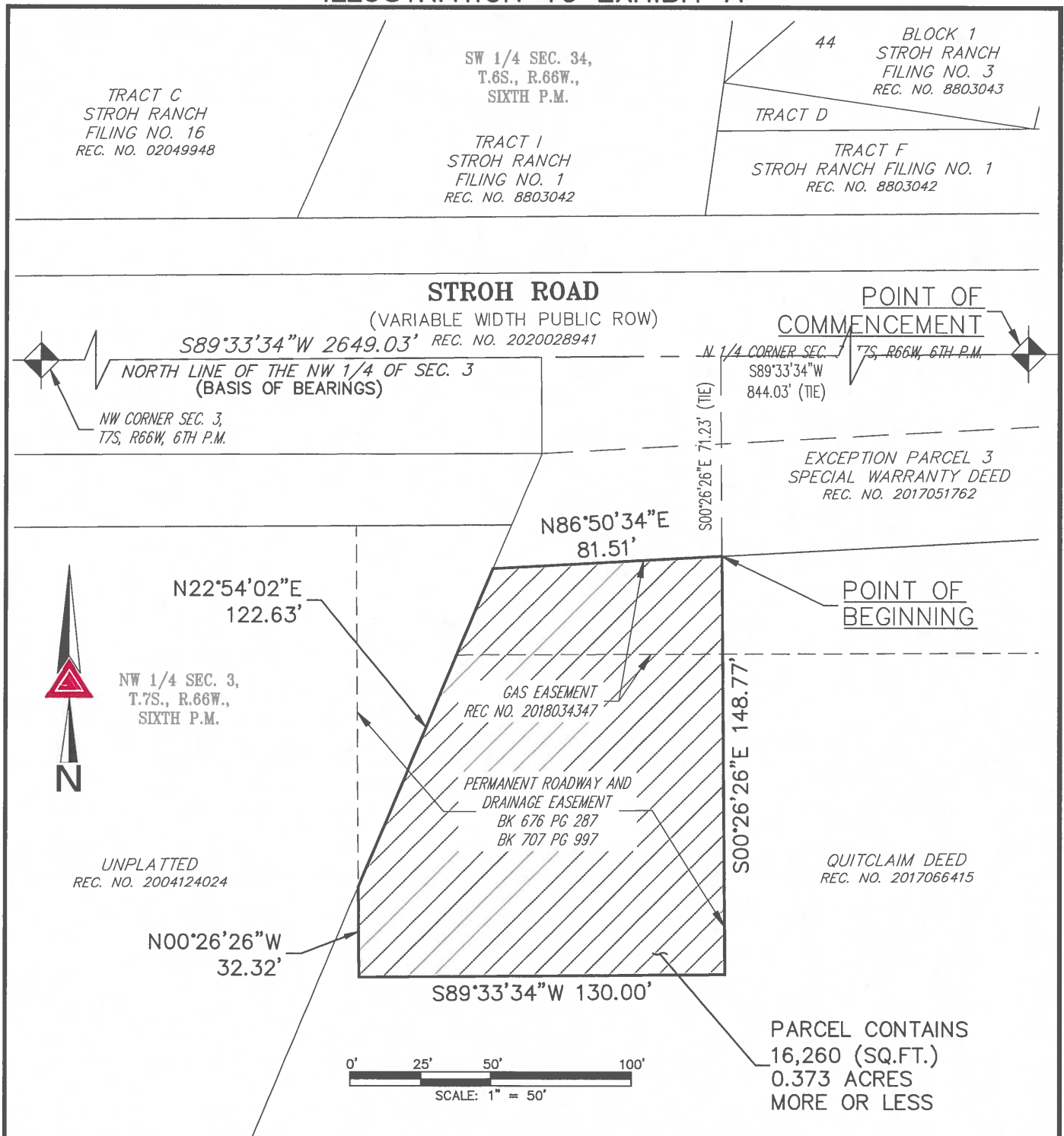
THENCE ALONG SAID SOUTHERLY BOUNDARY, NORTH 86°50'34" EAST, A DISTANCE OF 81.51 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 0.373 ACRES, (16,260 SQUARE FEET), MORE OR LESS.

PREPARED BY:
KARL D. SZYSZKOSKI, COLORADO PLS NO. 38691
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E MINERAL AVENUE, SUITE 1
LITTLETON, COLORADO 80122
303-713-1898



ILLUSTRATION TO EXHIBIT A



AZTEC
CONSULTANTS, INC.

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

RW-4 RIGHT-OF-WAY
NW 1/4 SEC. 3, T.7S, R.66W, 6TH P.M.
DOUGLAS COUNTY, COLORADO

PATH: Q:\191623-01 - STROH ROAD WIDENING\DWG\EXHIBITS\RW-4 EASEMENT.DWG

JOB NUMBER: 192623-01 DATE: 12/12/2024 DWG: RBA CHK: KDS 2 OF 2 SHEETS

EXHIBIT B LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THAT CERTAIN QUIT CLAIM DEED AS RECORDED OCTOBER 2ND, 2017 AT RECEPTION NO. 2017066415 IN THE OFFICIAL RECORDS OF THE DOUGLAS COUNTY, COLORADO CLERK AND RECORDER'S OFFICE, SITUATED IN THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 7 SOUTH, RANGE 66 WEST, SIXTH PRINCIPAL MERIDIAN, IN THE TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 3, WHENCE THE NORTH LINE OF SAID NORTHWEST QUARTER BEARS SOUTH 89°33'34" WEST, A DISTANCE OF 2,649.03 FEET, WITH ALL BEARINGS HEREIN BEING REFERENCED TO SAID LINE;

THENCE ALONG SAID NORTH LINE, SOUTH 89°33'34" WEST, A DISTANCE OF 844.03 FEET TO THE NORTHERLY PROLONGATION OF THE EASTERLY LINE OF THAT CERTAIN PERMANENT ROADWAY AND DRAINAGE EASEMENT RECORDED IN BOOK 676, PAGE 287 IN SAID RECORDS;

THENCE DEPARTING SAID NORTH LINE, ALONG SAID NORTHERLY PROLONGATION AND EASTERLY LINE, SOUTH 00°26'26" EAST, A DISTANCE OF 220.00 FEET TO THE SOUTHEASTERLY CORNER OF SAID PERMANENT ROADWAY AND DRAINAGE EASEMENT;

THENCE ALONG THE SOUTHERLY LINE OF SAID PERMANENT ROADWAY AND DRAINAGE EASEMENT, SOUTH 89°33'34" WEST, A DISTANCE OF 36.35 FEET TO THE **POINT OF BEGINNING**;

THENCE DEPARTING SAID SOUTHERLY LINE, SOUTH 00°26'26" EAST, A DISTANCE OF 14.51 FEET;

THENCE SOUTH 89°33'34" WEST, A DISTANCE OF 80.00 FEET;

THENCE NORTH 59°50'38" WEST, A DISTANCE OF 31.33 FEET TO THE WESTERLY BOUNDARY OF SAID QUIT CLAIM DEED;

THENCE ALONG SAID WESTERLY BOUNDARY, NORTH 22°54'02" EAST, A DISTANCE OF 33.63 FEET TO THE WESTERLY LINE OF SAID PERMANENT ROADWAY AND DRAINAGE EASEMENT;

THENCE ALONG SAID WESTERLY AND SOUTHERLY LINE THE FOLLOWING 2 COURSES;

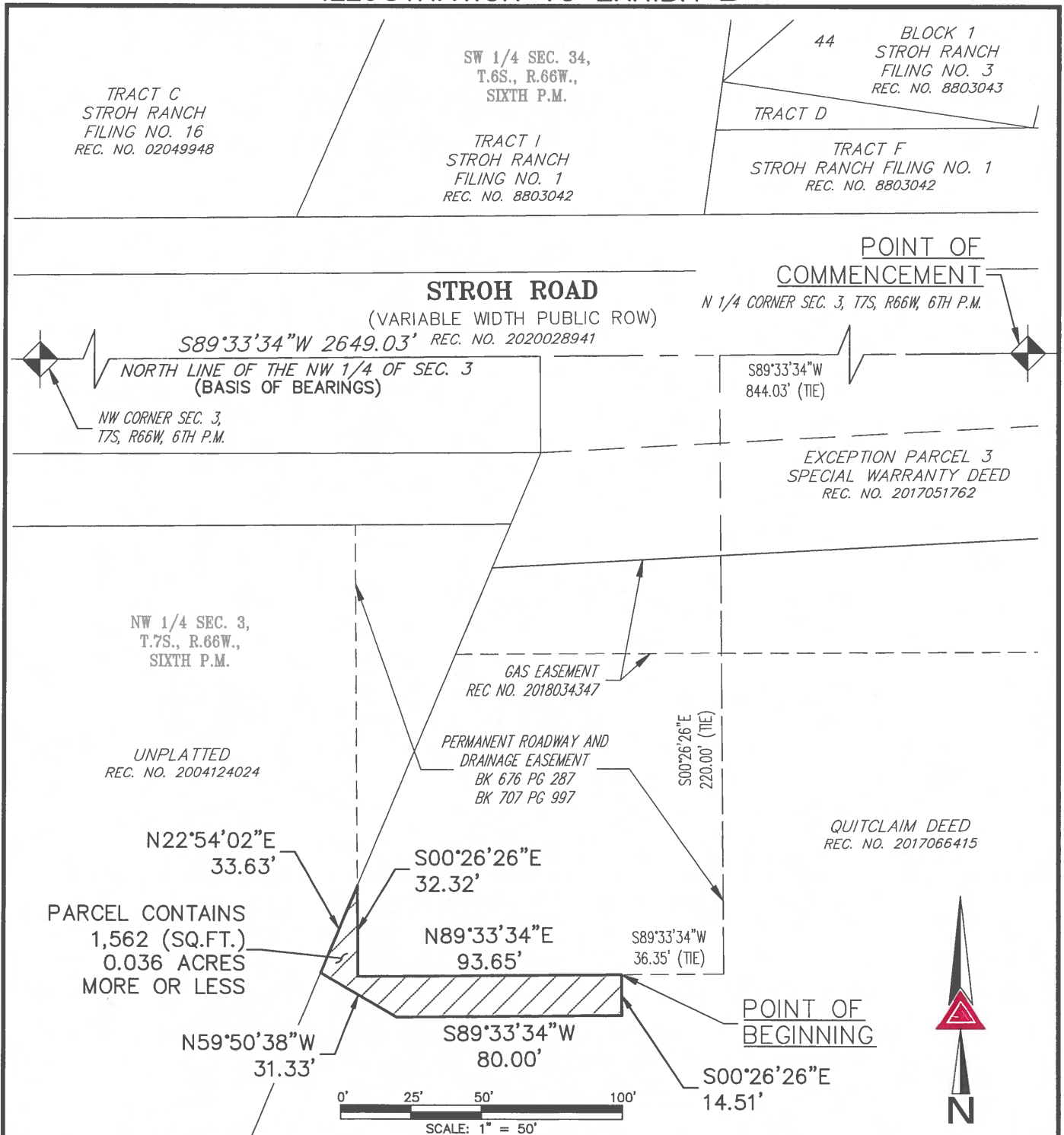
1. SOUTH 00°26'26" EAST, A DISTANCE OF 32.32 FEET;
2. NORTH 89°33'34" EAST, A DISTANCE OF 93.65 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 0.036 ACRES, (1,562 SQUARE FEET), MORE OR LESS.

PREPARED BY:
KARL D. SZYSZKOSKI, COLORADO PLS NO. 38691
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E MINERAL AVENUE, SUITE 1
LITTLETON, COLORADO 80122
303-713-1898



ILLUSTRATION TO EXHIBIT B



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



AZTEC
CONSULTANTS, INC.

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

RW-4A RIGHT-OF-WAY
NW 1/4 SEC. 3, T7S, R66W, 6TH P.M.
DOUGLAS COUNTY, COLORADO

PATH: Q:\191623-01 - STROH ROAD WIDENING\DWG\EXHIBITS\RW-4A ROW.DWG

JOB NUMBER: 192623-01

DATE: 12/12/2024

DWG: RBA

CHK: KDS

2

OF 2

SHEETS

EXHIBIT “C”

1. The PARTIES have come to an agreement on the use, acquisition and conveyance of the Temporary Construction Easements (the “Easement”), and surface improvements, if any, identified in this Memorandum of Agreement for the construction of certain public improvements known as the Stroh Road Widening Project (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 Easement.
5. Said Temporary Right of Entry shall expire and be of no further force or effect once the closing on the Easement 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 Memorandum of Agreement, the Town will be required as a matter of law to pay just compensation for the Easements in accordance with this Agreement.



Request for Town Council Action

Date: July 7, 2025
Submitted By: Alex Mestdagh, Engineering Service Manager
Reviewed By: Michelle Kivela, Town Manager
Title: **RESOLUTION NO. 25-045**
A Resolution accepting the Conveyance of a Drainage Easement from WDG Jordan, LLC, for a Portion of Lot 4, Auburn Hills Centre Filing 1
Department: Engineering and Public Works, Alex Mestdagh

EXECUTIVE SUMMARY

This resolution proposes to accept a drainage easement from WDG Jordan, LLC, over a portion of Lot 4, Auburn Hills Centre Filing 1.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

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

The Engineering Department has reviewed and approved the construction drawings for the drainage facilities associated with an approved site plan adjustment for a portion of Lot 4, Auburn Hills Centre Filing 1. Since the drainage facilities are being constructed as part of a site plan process, and not a plat, the easements need to be dedicated by a separate instrument.

FINANCIAL IMPACT

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

STRATEGIC GOAL(S)



ATTACHMENTS

1. Vicinity Map
2. Resolution No. 25-045

RECOMMENDED MOTION

I move to approve Resolution No. 25-045 as part of the consent agenda.



Drainage Easement
Vicinity Map



RESOLUTION NO. 25-045, Series of 2025

TITLE: A RESOLUTION ACCEPTING THE CONVEYANCE OF A DRAINAGE EASEMENT FROM WDG JORDAN, LLC, FOR A PORTION OF LOT 4, AUBURN HILLS CENTRE FILING 1

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

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

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

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

Section 1. The Town Council of the Town of Parker hereby accepts the conveyance of certain property interests for the purpose of the maintenance of a drainage pipe and appurtenant drainage facilities from WDG Jordan, LLC, for a portion of Lot 4, Auburn Hills Centre Filing 1, as provided in the Drainage Easement Agreement attached as **Exhibit 1** and incorporated by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

RESOLVED AND PASSED this ____ day of _____, 2025.

TOWN OF PARKER, COLORADO

Joshua Rivero, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

EXHIBIT 1

DRAINAGE EASEMENT AGREEMENT

THIS DRAINAGE EASEMENT AGREEMENT (the "Easement Agreement") is made this ____ day of _____, 20__, by and between WDG JORDAN LLC, a Colorado limited liability company, having an address of 4201 E. Yale Avenue, #140, Denver, Colorado 80222 ("Grantor"), and the TOWN OF PARKER, a Colorado home rule municipality, having an address of 20120 East Mainstreet, Parker, Colorado 80138 ("Grantee").

RECITALS

A. Grantor constructed a drainage pipe and appurtenant drainage facilities (the "Drainage Facilities") within its privately owned property.

B. Pursuant to Section 4.08.090(b) of the Parker Municipal Code, the Grantor is responsible for the maintenance of the Drainage Facilities. However, the Grantee may choose to maintain the Drainage Facilities if the Grantor fails to do so in order to protect the public health, safety, and welfare from stormwater runoff damage.

C. Grantee desires to acquire an easement for the purpose of the maintenance of the Drainage Facilities on and through the property more particularly described and depicted in **Exhibit A** ("Easement Property"), attached hereto and incorporated herein by this reference; and

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

AGREEMENT

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

I. Grant of Easement. Grantor does hereby grant and convey unto Grantee, its successors, assigns, lessees, licensees and agents, an easement under and through the Easement Property, for the purpose of providing the maintenance of the Drainage Facilities. Subject to the terms of this Easement Agreement, Grantee shall also have the specific rights of ingress and egress for the construction, reconstruction, operation and maintenance of a drainage pipe and appurtenant drainage facilities; additionally, Grantee shall have the right to remove impediments to operation and maintenance of the Easement Property such as trees, asphalt and sidewalks. Grantee further agrees to coordinate all construction, reconstruction, operation, maintenance, removal and any other activities which disturb the Easement Property with Grantor so as to minimize any disruption to Grantor's property. Grantor and Grantee agree that this Easement Agreement may be released in writing by the Town of Parker's Engineering/Public Works Director or designee, subject to the Grantor providing a suitable replacement for the drainage easement described herein, as determined in the sole discretion of the Town of Parker's Engineering/Public Works Director or designee.

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

3. Operation and Maintenance.

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

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

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

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

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

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

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

7. Miscellaneous.

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

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

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

[Remainder of page intentionally left blank. Signatures on following page.]

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

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



Mike Wall, Principal Agent

STATE OF Colorado)
COUNTY OF Denver) ss.

The foregoing instrument was acknowledged before me this 21 day of May, 2022, by Mike Wall, as Principal Agent of WDG Jordan LLC, a Colorado limited liability company.

My commission expires: July 17, 2027

SEAL



Notary Public

GRANTEE: TOWN OF PARKER

Joshua Rivero, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Town Attorney's Office

CONSENT AND SUBORDINATION OF LENDER

Equity Bank, as the beneficiary of a deed of trust that is secured against the Easement Property and recorded on June 1, 2022, at Reception No. 2022039069 of the Douglas County Clerk and Recorder's Office (the "Deed of Trust"), hereby consents to this Easement Agreement, and agrees and confirms for itself and its successors and assigns that the lien of the Deed of Trust and other

rights and interests of the Lender in the Easement Property are subject to and subordinate to this Easement Agreement. In the event of a foreclosure of the Deed of Trust and the sale of the Easement Property that is the subject of this Easement Agreement pursuant to such foreclosure, the rights of the Town of Parker acquired by virtue of this Easement Agreement shall not be affected thereby.

LENDER: EQUITY BANK

By: _____

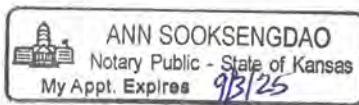
Michael Doyle, Senior Vice President –
Commercial Lending

STATE OF Kansas)
COUNTY OF Johnson)ss.

The foregoing instrument was acknowledged before me this 21st day of May,
2025, by Michael Doyle as Senior Vice President – Commercial Lending of Equity Bank.

My commission expires: 9/13/2025.

SEAL



Notary Public



MATRIX DESIGN GROUP, INC.
2435 RESEARCH PARKWAY, SUITE 300
COLORADO SPRINGS, CO 80920
O 719.575.0100
F 719.575.0208
MATRIXDESIGNGROUP.COM

**EXHIBIT A
PARCEL DESCRIPTION**

A PARCEL OF LAND BEING A PORTION OF LOT 4, AUBURN HILLS CENTRE FILING 1 RECORDED AT RECEPTION NO. 2022047609 IN THE CLERK AND RECORDER'S OFFICE OF THE COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS WITH BEARINGS REFERENCED TO THE SOUTHEASTERLY LINE OF SAID LOT 4, BEING MONUMENTED AT THE NORTHEAST END BY #4 REBAR WITH A BLUE PLASTIC CAP STAMPED WITH PLS NUMBER 38175 AND ON THE SOUTHWEST END BY A #5 REBAR WITH 1-1/4 INCH YELLOW PLASTIC CAP STAMPED WITH PLS NUMBER 35593, BEARING NORTH 48°27'30" EAST, HAVING A DISTANCE OF 55.70 FEET;

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 4;

THENCE NORTH 77°27'16" WEST, A DISTANCE OF 96.94 FEET TO A DRAINAGE EASEMENT OFFSET 25 FEET FROM THE SOUTHERLY BOUNDARY OF SAID LOT 4, BEING A CURVE TO THE LEFT HAVING A RADIUS OF 1,556.46 FEET AND BEING THE **POINT OF BEGINNING**;

THENCE WESTERLY AND COINCIDENT WITH SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°51'04", AN ARC DISTANCE OF 77.45 FEET AND HAVING A CHORD THAT BEARS SOUTH 84°27'53" WEST, A DISTANCE OF 77.44 FEET;

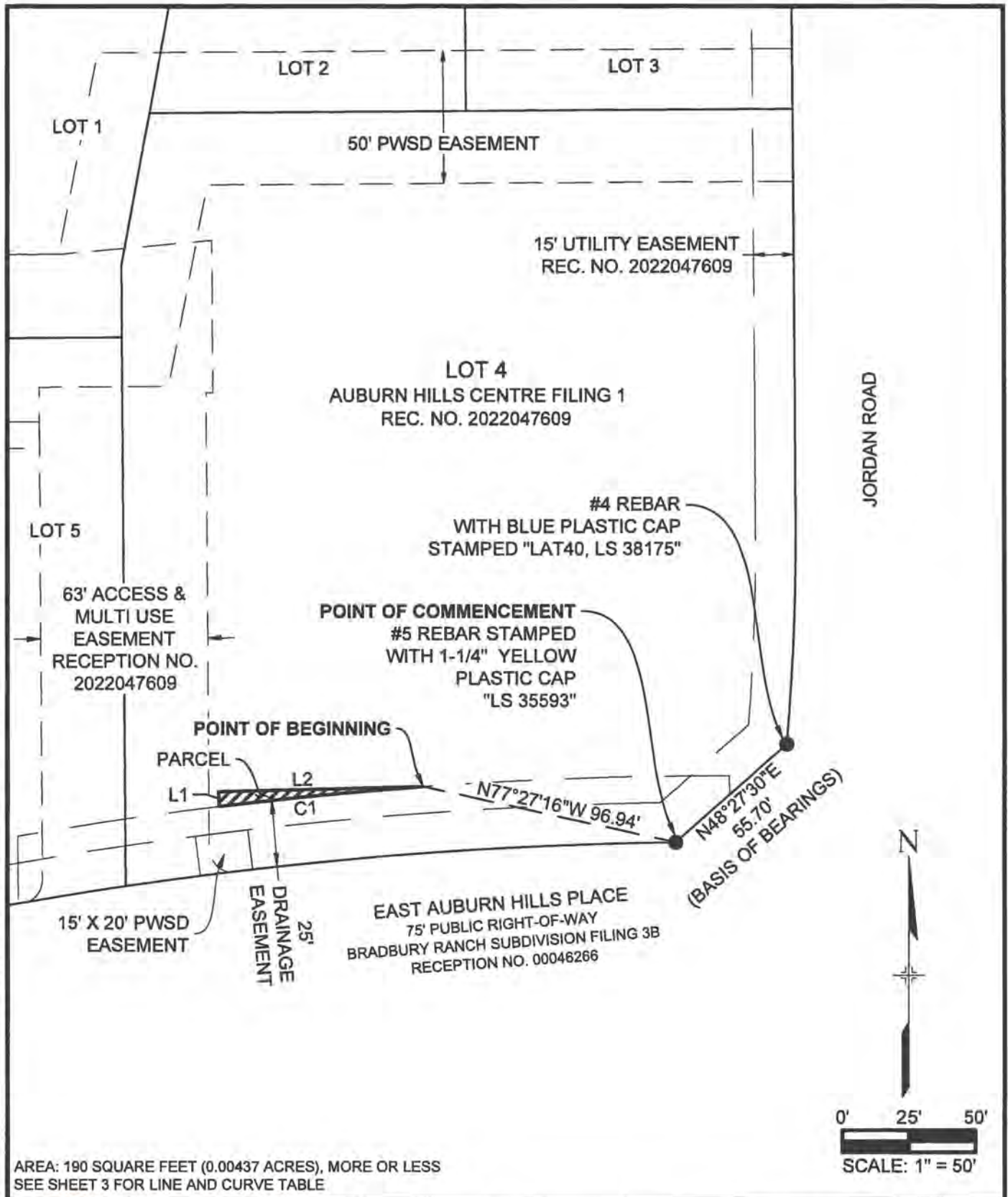
THENCE NORTH 01°24'24" WEST, A DISTANCE OF 5.58 FEET;

THENCE NORTH 88°35'36" EAST, A DISTANCE OF 77.24 FEET TO SAID DRAINAGE EASEMENT AND THE **POINT OF BEGINNING**.

THE ABOVE DESCRIPTION CONTAINS A CALCULATED AREA OF 190 SQUARE FEET OR (0.00437 ACRES), MORE OR LESS, AND IS DEPICTED ON THE ATTACHED GRAPHICAL EXHIBIT FOR REFERENCE.

JERRY R. BESSIE, PLS 38576
PREPARED FOR AND ON BEHALF OF MATRIX DESIGN GROUP
2435 RESEARCH PARKWAY, SUITE 300
COLORADO SPRINGS, CO. 80920

FILE LOCATION: S:\Circle KMain & Jordan\700 Survey\Drainage Easement\Circle K Main & Jordan - Drainage Easement Exhibit.dwg



PREPARED BY:



SCALE: 1" = 50'

EXHIBIT A

DRAWN BY: JCH

PARCEL DESCRIPTION

CHECKED BY: WDW

DATE: 04/08/2025 SHEET 2 OF 3

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N01°24'24"W	5.58
L2	N88°35'36"E	77.24

CURVE TABLE					
CURVE #	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	77.45	1556.46	2°51'04"	S84°27'53"W	77.44

PREPARED BY:



Matrix

SCALE: N/A

DRAWN BY: JCH

CHECKED BY: WDW

EXHIBIT A

PARCEL DESCRIPTION

DATE: 04/08/2025 SHEET 3 OF 3



Request for Town Council Action

Date: July 7, 2025

Submitted By: Emily Hogan, Assistant Town Manager

Reviewed By: Michelle Kivela, Town Manager

Title: **RESOLUTION NO. 25-035.1**
A Resolution to Amend Resolution No. 25-035, Series of 2025,
Concerning the Town of Parker Elected Officials Guidelines by the
Adoption of a New Elected Official Policy Number 0-12, Elected Official
Travel Policy Statement

Department: Town Manager, Emily Hogan

EXECUTIVE SUMMARY

On May 19, 2025, Council adopted the Elected Official Guidelines (Guidelines), which consist of general administrative procedures set by the Town Council for the role of elected officials. Staff is proposing the addition of the Elected Official Travel Policy Statement, which was inadvertently left out upon adoption of the Guidelines.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

On May 19, 2025, Council adopted the Guidelines, which consist of general administrative procedures set by the Town Council for the role of elected officials. The Guidelines consist of the following policies:

- Establishing the Elected Official Guidelines
- Elected Official Budget Policy
- Elected Official Media Policy
- Elected Official Social Media Policy
- Elected Official Purchasing Card Policy
- Staff Contact by Elected Officials
- Elected Official Meeting Protocol
- Elected Official Technology Policy
- Council Liaison Policy
- Appointee Evaluation Process
- Appointee Complaint Process

Staff is proposing the addition of the Elected Official Travel Policy Statement, which was inadvertently left out upon adoption of the Guidelines.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)



FOSTER COMMUNITY
CREATIVITY AND
ENGAGEMENT

ATTACHMENTS

1. Resolution No. 25-035.1

RECOMMENDED MOTION

I move to approve Resolution No. 25-035.1, as part of the consent agenda.

RESOLUTION NO. 25-035.1, Series of 2025

TITLE: A RESOLUTION TO AMEND RESOLUTION NO. 25-035, SERIES OF 2025, CONCERNING THE TOWN OF PARKER ELECTED OFFICIALS GUIDELINES BY THE ADOPTION OF A NEW ELECTED OFFICIAL POLICY NUMBER 0-12, ELECTED OFFICIAL TRAVEL POLICY STATEMENT

WHEREAS, the Town Council approved Resolution No. 25-035, Series of 2025, on May 19, 2025, to adopt the Town of Parker Elected Officials Guidelines (the “Guidelines”); and

WHEREAS, the Town Council desires to adopt a new Town Council Elected Official Policy Number 0-12 entitled Elected Official Travel Policy Statement.

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

Section 1. The Town Council of the Town of Parker hereby adopts the Elected Official Policy Number 0-12 in the Town of Parker Elected Officials Guidelines attached hereto as **Exhibit A** and incorporated herein by reference.

RESOLVED AND PASSED this _____ day of _____, 2025.

TOWN OF PARKER, COLORADO

Joshua Rivero, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

Exhibit A

Town of Parker, Colorado

ELECTED OFFICIAL POLICY STATEMENT

TITLE Elected Official Travel Policy Statement	PAGE 1 of 9	POLICY NUMBER 0-12
EFFECTIVE DATE August 20, 2018	AMENDED AND READOPTED DATE July 7, 2025	
APPROVED BY COUNCIL ACTION Resolution No. 18-054; Resolution No. 23-038; Resolution No. 25-035.1		

PURPOSE

This document provides guidance for elected officials and applies to all travel expenses for which Town funds are disbursed, including lodging, transportation, mileage, meals and other travel-related expenses.

POLICY STATEMENT

1. Travel is defined as a trip in-state or out-of-state, made for Town business that requires air transportation and/or requires or could require an overnight stay. Travel that "could require an overnight stay" means a two-day or longer conference held in a location that is close enough to the Town that the elected official could choose either to stay overnight or to drive to and from the conference each day.
2. Elected officials may contact the Town Manager's office to request assistance with travel and training plans, including registration, lodging and travel arrangements. If an elected official wishes to make his or her own travel arrangements, he or she may do so with the understanding that payment may only be for the lowest airfare rate available where travel out of state is concerned.
3. It is important to remember that the Town is accountable to the taxpaying public. Abuse or perceived abuse of travel and meal privileges does not provide the prudent and frugal management of public funds that the public has the right to expect. Therefore, good judgment and common sense should be used when incurring expenses to the Town. All such expenses must be thoroughly documented.
4. All travel and similar expenses must be reasonable, necessary and for Town business.

Travel and Training Allowances for Elected Officials

Councilmember Travel and Training Allowances

1. Each year, as part of the budget development process, the Town Manager will review the Town Council travel and training budget and make recommendations for adjustments as needed. Each Councilmember is allotted 13.33% of the total Town Council travel and

training budget each year; the Mayor is allotted 20%. annually, or such other amount as may be determined by the Town Council as the budget allows, for attendance at meetings/conferences.

2. If any individual Councilmember exceeds their allotted travel and training budget amount, a request may be made to another member of Council for use of that member's remaining funds. Any requests to use funds from another Councilmember shall be submitted in writing via email to the Town Manager's Office, which will then be scheduled for discussion by Town Council at a Study Session.

Approval for Conference Attendance

1. Councilmembers must receive approval from a consensus of the full Council before attending a conference. Councilmembers are encouraged to request approval as early as possible in advance of the conference in question.
2. It is recommended when multiple Councilmembers attend the same conference there be coordination between Councilmembers to attend as many of the sessions offered as possible rather than multiple Councilmembers attending the same session. This practice ensures the Town gets the best value for money for conference expenses.

Approval for Committee Assignments and Offices

1. Councilmembers must receive approval from a consensus of the full Council before volunteering to serve on committees or subcommittees of membership organizations. Examples include but are not limited to Colorado Municipal League or National League of Cities. Similarly, approval must be given for a Councilmember to volunteer as an officer for a committee or subcommittee of a membership organization.

Post-Travel Reporting

1. After attending a conference, seminar, or any other travel or training function for which the Town has paid, each elected official will provide a written report to the Town Manager's Office. The report must be made within 30 days of completion of the conference, seminar, or other training and travel functions. Councilmembers will use the official reporting form (Appendix A). All reports will be distributed with the quarterly travel expenditures reports detailed in the section below. The date, cost, and title of the event will also be disclosed with the quarterly report, regardless of whether a report is provided by the 30-day deadline.

Quarterly Travel Budget Reporting

1. The Finance Director will provide the Town Council with a Town Council travel expenditure report on a quarterly basis via email agenda so each Councilmember can track their travel expenses. If the cumulative annual travel and meeting budget for Town Council is exceeded, any additional travel requires Town Council approval.

Authorization for Travel

1. Documentation of expenses will require itemized receipts for all expenditures, except per diem.
2. A Travel Authorization and Advance Form must be completed and signed by the elected official and the Town Manager. The approved Travel Authorization and Advance Form must be completed and forwarded with all backup documentation to the Town Manager's Office before travel. Backup documentation includes, but is not limited to:
 - a. Conference registration
 - b. Transportation reservations (airline, bus, or other travel)
 - c. Lodging reservation
 - d. Conference/Training agenda showing meals that may or may not be included
 - e. Proof of mileage driven for reimbursement (Google maps or similar)
 - f. Any other documentation that will support travel expenses
3. Travel outside of the continental United States must be approved by the Town Council.

Unauthorized Expenses

1. The following expenses are specifically unauthorized and will not be permitted:
 - a. All expenses of family members or other persons not on business for the Town
 - b. Alcoholic beverages and tobacco products
 - c. Laundry or cleaning
 - d. In-room movies, room service or other personal services
 - e. Sporting and entertainment activities
 - f. Personal clothing
 - g. Prescriptions and over-the-counter medication
 - h. Personal telephone calls except as stated in the "Telephone Calls While Traveling" section of this policy statement
 - i. First class or business class airfare
 - j. Rental of luxury or sports vehicles
 - k. Expenses stated in this policy as unauthorized, ineligible, or prohibited
 - l. All other personal expenses not for the benefit of the Town

Authorized Expenses

Transportation

1. Air, Bus and Rail
 - a. Air travel should be purchased at the lowest coach airfare available at the time the reservation is made. First class or business class airfare is specifically prohibited.

- b. Travel by bus or rail should be purchased at the lowest coach fare available. Extended travel time costs, such as extra meals and travel time, should be considered when authorization for this type of travel is requested.
- c. Fares must be purchased using the elected official's Town purchasing card.
- d. When the elected official is accompanied by a nonemployee, the nonemployee ticket(s) must be purchased using personal funds.

2. Personal Vehicle

- a. During travel, mileage incurred by an elected official using a personal vehicle can be reimbursed at the standard Internal Revenue Service (IRS) mileage rate subject to a maximum amount as discussed below.
- b. Mileage will be calculated based on actual road distances.
- c. Mileage incurred using a personal vehicle for assigned meetings outside of the Town, are reimbursed at the standard (IRS) mileage rate.
- d. Mileage incurred for out-of-state travel, for which commercial airline would normally be used, will be reimbursed for actual road mileage up to the lowest available commercial airfare. A written airfare quote (internet printout acceptable) must be submitted with the Expense Report for reimbursement. Lodging, meals and other travel expenses are only allowed to the extent they would have been incurred had the elected official traveled by air. Extra lodging, meals and other travel expenses incurred because of traveling by personal vehicle are not authorized expenses.
- e. Gasoline purchases are NOT allowed for personal vehicles.

3. Vehicle Rental

- a. Vehicle rentals generally are not an allowed travel expense. Public ground transportation should be used instead, if available. This may include buses, subways, taxis, or ride sharing services.
- b. Only mid-sized vehicles or smaller are allowed. Large vehicles, such as mini vans, are allowed if five (5) or more elected officials are traveling together. Luxury and sports vehicles are specifically prohibited.
- c. Insurance should be purchased from the car rental company.
- d. The Town's Risk Management Division must be notified of accidents immediately.
- e. Vehicles may be rented using a Town purchasing card with prior notification to the Purchasing Card Program Administrator. The elected official may receive reimbursement provided detailed receipts are submitted.
- f. Gasoline may be purchased using a Town purchasing card with prior notification to the Purchasing Card Program Administrator. The elected official may receive reimbursement provided detailed receipts are submitted.

4. Public Ground Transportation

- a. A reasonable and economical method of public ground transportation to/from the hotel and the airport, conference facility or restaurant is allowed only when necessary and appropriate to the trip. Ground transportation may be paid using a Town purchasing card. Alternatively, the individual may receive reimbursement; provided a detailed receipt is submitted.

5. Parking

- a. Reasonable and economical parking expenses are allowed for airport parking. The closest parking to the terminal will usually not be the most reasonable or economical parking and should not be used. Elected officials should consider if it is more economical to take a taxi or ride sharing service to and from their home to the airport or to park at the airport for the duration of their trip.
- b. Hotel or other public parking expenses are allowed.
- c. Valet parking is not allowed unless required.
- d. Parking may be paid using a Town purchasing card. Alternatively, the elected official may receive reimbursement provided a detailed receipt is submitted; however, it may be difficult to obtain a receipt for parking and provision of a detailed receipt may be waived by the Finance Department.

6. Toll

- a. Toll expenses are allowed and the elected official may receive reimbursement provided detailed receipts are submitted.

Lodging

1. When lodging is necessary, moderately priced hotels and single occupancy hotel rooms are the standard.
2. When attending a conference, an elected official will be expected to stay in the conference hotel at the available specified conference room rates. When a conference offers multiple lodging choices, an elected official should select the low to moderately priced hotels.
3. Lodging is allowed only for the number of nights necessary to attend the conference or event. Extra nights must be at the elected official's expense.
4. If an elected official chooses to stay extra nights, the Town will only pay for lodging through the end time of the conference or event.
5. Extra costs in lodging due to an elected official's guests must be at the elected official's expense. These and other personal expenses (personal phone calls, room service, in-room movies and the like) must be paid separately using personal funds.
6. Lodging that is connected to a sporting or recreation type activity (such as golf), regardless of whether it is related to Town business, is not permitted and must be at the elected official's expense.

7. Lodging is purchased using a Town purchasing card.
8. Sharing of rooms by elected officials is not required.

Meals While Traveling

1. Elected officials will receive an advance of a per diem for their travel prior to departing for their trip. The advance assumes all travel authorizations are secured by the elected official with sufficient time for the per diem advance to be processed and be deposited along with their regular payroll.
2. Town purchasing cards may not be used for meals while on travel, as per diem payments are provided to cover the cost of meals while traveling.
3. Oftentimes, the conference or travel-related event will provide some or all meals. When this occurs, the elected official must not seek reimbursement for the portion of the per diem rate related to the provided meal. Per diem payments will be prorated based on the number of meals assumed provided as part of the conference. A meal purchased separately on one's own when a meal is provided by the conference or event is not an allowable expense.

Per Diem Rate Method

1. The Town will utilize the federal per diem rate method as published by the U.S. General Services Administration. For rates and additional information, view the Finance intranet page, the GSA website, www.gsa.gov/perdiem, or contact the Finance Department.
2. Detailed receipts are not required.
3. The Town allows the use of per diem for meals and incidental expenses only, not lodging.
4. Incidental expenses include fees and tips for porters, baggage handlers and other personal service employees. These expenses are part of the "meals and incidental expenses reimbursement" rates provided by the IRS.
5. Per diem payments will be reduced by the following percentages if meals are provided by the conference: breakfast – daily per diem reduced by 20%; lunch, 30%; dinner, 50%.
6. If the elected official chooses to stay extra nights, the Town will only pay per diem through the end time of the conference or event.
7. The amount of partial day per diem should be determined using departure and arrival times in Table 1 below.

Table 1 – Per Diem Allowances

Trip Departure	
Leave Town	Per Diem Allowed
Before 8:00 AM	Breakfast, lunch, and dinner
Between 8:00 AM and 1:00 PM	Lunch and dinner
Between 1:00 and 7:00 PM	Dinner
After 7:00 PM	No per diem
Trip Return	

Arrive in Town	Per Diem Allowed
Before 7:00 AM	No Per Diem
Between 7:00 and 11:00 AM	Breakfast
Between 11:00 AM and 5:00 PM	Breakfast and lunch
After 5:00 PM	Breakfast, lunch, and dinner

Telephone Calls While Traveling

1. Because hotel telephone rates may be extremely expensive, care should be taken to avoid using the hotel's long-distance carrier.
2. The Town prefers that cell phones be used when making Town business calls.

Travel Advances

Before Travel

1. An elected official may receive a travel advance for mileage, parking, meal per diem or other out-of-pocket travel-related expenses.
2. Lodging and transportation are to be paid for by the elected official's Town purchasing card or Town check.
3. Travel advances are optional and may be requested through the Town Manager's Office using the space provided for on the Travel Authorization and Advance Form.
4. To ensure that the travel advance is ready, the Town Manager's Office must receive the request at least two (2) weeks before the date of travel. Requests received later than two (2) weeks before the date of travel may result in the advance not being ready and available prior to the elected official's departure.
5. Travel advances will be sent via direct deposit to the elected official on the last business day of the week prior to the date of departure.

After Travel

1. An Expense Report must be submitted to the Town Manager's Office if the travel advance includes any unsubstantiated expenses. Advances for parking, toll, cab fare, and all related expenses, are examples of unsubstantiated expenses. A receipt for these types of expenses must be obtained and submitted with the Expense Report following the conclusion of the trip.
2. An Expense Report is not required if the travel advance was only for mileage and/or meal per diem and there was not an excess advance.
3. Any amount of the advance in excess of the actual allowed travel expenses ("excess advance") must be returned to the Town. Excess advances include when an elected official cancels or shortens the trip or when an elected official receives an advance for a full day per diem and it turns out that the lunch portion was provided by the conference (i.e., included in the registration fee).

Substantiation and Documentation

1. All expenses must have detailed and itemized documentation (receipts, invoices, brochures, etc.) that substantiates the business purpose of the expense. **RECEIPTS ARE NOT REQUIRED FOR PER DIEM.**

Appendix A

Town Council Travel and Training Report

Elected Official Name

Date and Location of Travel or Training

Description of Travel or Training

Total Amount Expended (include airfare, hotel, registration, and all reimbursements)

How did travel or training benefit the citizens of the Town of Parker?

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.



Request for Town Council Action

Date: July 7, 2025

Submitted By: Carrie Glassburn, Cultural Director

Reviewed By: Michelle Kivela, Town Manager

Title: **RESOLUTION NO. 25-002.1**
A Resolution to Appoint a Regular Member to Fill a Vacancy on the Parker Cultural and Scientific Commission

Department: Cultural, Suzanne Velasquez
Cultural, Carrie Glassburn

EXECUTIVE SUMMARY

Philip Kramer was appointed to the Parker Cultural and Scientific Commission (PCSC) in January 2022. His term was scheduled to expire on December 31, 2026. However, due to a recent move out of the area, Mr. Kramer resigned from the PCSC in May 2025, creating one vacancy. The PCSC held interviews and is recommending a replacement to fill the vacancy.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

There are currently eleven (11) appointed positions on the PCSC. Phillip Kramer, who was appointed in 2022, resigned in May after relocating out of the area, leaving one position vacant. The Town and Parker Arts advertised the vacancy and received letters of interest and resumes from three individuals. A review committee, comprised of Robert Sanchez, Allen Rosen, Diana Norton, and Christine Kennedy, reviewed the applications and recommended that all three candidates be interviewed.

On June 18, an interview panel, including Councilmembers Brandi Wilks and Todd Hendreks, Parker Arts staff members Carrie Glassburn and Suzanne Velasquez, PCSC Chair Bethany Wood, and PCSC Vice Chair Terri Tilliss, interviewed the candidates. Based on responses to prepared questions and scores compiled from the interview rubric, the panel recommends appointing Nicholas Geraci to complete the remainder of the term, which expires December 31, 2026.

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)



SUPPORT AN
ACTIVE COMMUNITY



FOSTER COMMUNITY
CREATIVITY AND
ENGAGEMENT



ENHANCE ECONOMIC
VITALITY

ATTACHMENTS

1. Resolution No. 25-002.1

RECOMMENDED MOTION

I move to approve Resolution No. 25.002.1, as part of the consent agenda.

RESOLUTION NO. 25-002.1, Series of 2025

TITLE: A RESOLUTION TO APPOINT A REGULAR MEMBER TO FILL A VACANCY ON THE PARKER CULTURAL AND SCIENTIFIC COMMISSION

WHEREAS, on May 13, 2025, Philip Kramer, whose term expires December 31, 2026, resigned as a regular member of the Commission;

WHEREAS, the Town Council of the Town of Parker desires to fill the one (1) vacancy created by the resignation, for the term ending December 31, 2026 (leaving one (1) vacancy in this term), as provided herein.

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

Section 1. The Town Council of the Town of Parker hereby appoints Nicholas Geraci to fill the vacancy created by the resignation of Philip Kramer, for the term ending December 31, 2026 (leaving one (1) vacancy in this term), as described in **Exhibit A**, which is attached hereto and incorporated by this reference.

RESOLVED AND PASSED this _____ day of _____, 2025.

TOWN OF PARKER, COLORADO

Joshua Rivero, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

EXHIBIT A

1. Six (6) Regular Parker Cultural and Scientific Commission Board Members for a term up to and including December 31, 2025.

- a. Christine Kennedy
- b. Michael Montoya
- c. Diana Norton
- d. Tom O'Malley
- e. Terri Tilliss
- f. Bethany Wood

2. Six (6) Regular Parker Cultural and Scientific Commission Board Members for a term up to and including December 31, 2026.

- a. Annie Day
- b. Nicholas Geraci
- c. Katie Reid Milazzo
- d. Allen Rosen
- e. Robert Sánchez
- f. _____



Request for Town Council Action

Date: July 7, 2025
Submitted By: Carrie Glassburn, Cultural Director
Reviewed By: Michelle Kivela, Town Manager
Title: **RESOLUTION NO. 25-047**
A Resolution to Accept a Donation of Artwork Titled "Love Wins"
from Janene DiRico-Cable
Department: Cultural, Carrie Glassburn

EXECUTIVE SUMMARY

The Parker Public Art Commission is asking Town Council to formally accept the donation of Janene DiRico-Cable's sculpture called "Love Wins."

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

For nearly two decades, the Town of Parker has proudly participated in the Douglas County Art Encounters program, an annual, rotating outdoor sculpture exhibit that showcases a variety of works in different styles and media. This program allows the Town to display multiple sculptures at a low cost while enhancing public spaces, promoting interest in the arts, fostering community pride, and attracting visitors to civic and retail areas.

Occasionally, participating artists offer to donate their work to the municipalities where it has been displayed. Such is the case with "*Love Wins*," a metal heart sculpture created by Janene DiRico-Cable. In accordance with the Donation section of the Parker Public Art Policies and Procedures, all donation requests must be reviewed by the Parker Public Art Commission (PAC). On June 17, 2025, the PAC voted unanimously to recommend that Town Council accept the donation of "*Love Wins*." If accepted, it would become a permanent part of the Town of Parker's public art collection. The PAC is now recommending that Town Council formally accept the donation of Janene DiRico-Cable's sculpture. Pursuant to Section 15.7 of the Town's Home Rule Charter, the Town Council has the sole authority to accept donations of property to the Town.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)



SUPPORT AN
ACTIVE COMMUNITY



FOSTER COMMUNITY
CREATIVITY AND
ENGAGEMENT

ATTACHMENTS

1. Resolution No. 25-047

RECOMMENDED MOTION

I move to approve Resolution No. 25-047, as part of the consent agenda.

RESOLUTION NO. 25-047, Series of 2025

**TITLE: A RESOLUTION TO ACCEPT A DONATION OF ARTWORK TITLED
“LOVE WINS” FROM JANENE DIRICO-CABLE**

WHEREAS, Section 15.7 of the Town of Parker Home Rule Charter provides that the Town Council of the Town of Parker may "receive or refuse bequests, gifts and donations;"

WHEREAS, Janene DiRico-Cable (the “Donor”), desires to donate a “Love Wins” sculpture of vertical hearts to the Town (the “Donation”), as more particularly described in the Declaration of Donation of Artwork attached hereto as **Exhibit 1** and incorporated herein;

WHEREAS, the Donor represents that the Donation is valued at One Thousand Dollars and Zero Cents (\$1,000.00); and

WHEREAS, the Town Council desires to accept the Donation.

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

Section 1. The Town Council of the Town of Parker hereby accepts the Donation, as provided by Section 15.7 of the Parker Home Rule Charter, on behalf of the Town.

RESOLVED AND PASSED this _____ day of _____, 2025.

TOWN OF PARKER, COLORADO

Joshua Rivero, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

EXHIBIT 1

DONATION OF ARTWORK

KNOW ALL MEN THESE PRESENTS that Janene DiRico-Cable hereby donates all of her right, title and interest in and to the personal property described in **Exhibit A**, which is attached hereto and incorporated by this reference, and valued at \$1,000.00, to the Town of Parker, Colorado, a Colorado home rule municipality, whose legal address is 20120 East Mainstreet, Parker, Colorado, 80138.

DATED this _____.

ARTIST: JANENE DIRICO-CABLE

Janene DiRico-Cable, Artist

Date: _____

TOWN OF PARKER, COLORADO

By: _____
Joshua Rivero, Mayor

Date: _____

ATTEST:

Chris Vanderpool, Town Clerk

EXHIBIT A

Artwork entitled: *"Love Wins"* by Janene DiRico-Cable.



[Photo of sculpture with four red hearts stacked vertically at alternating 90-degree angles on metal rod, set on concrete platform with metal weight at base.]



Request for Town Council Action

Date: July 7, 2025

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

Reviewed By: Michelle Kivela, Town Manager

Title: **PARKER PROFESSIONAL PARK - Annexation and Zoning**
Applicant: Town of Parker
Location: South of Lincoln Avenue on the west side of Parker Road
Department: Community Development, Stacey Nerger
TRAKiT ANX24-006 and Z24-016
No.:

EXECUTIVE SUMMARY

The Town of Parker is proposing to annex the 2.34-acre enclave referred to as the Parker Professional Park and zone it as a Mixed-Use Community (MC) Zone District. The site is located on the west side of Parker Road to the south of Lincoln Avenue. It is fully developed with multiple commercial properties.

The Town Council, in reviewing the zoning, shall consider the following criteria for approval pursuant to Section 13.03.040(n)3 of the Land Development Ordinance (LDO):

1. There has been a significant change in the area surrounding the property since the date of the existing zoning;
2. The application is consistent with the Master Plan;
3. There is a need for the type of development enabled by or proposed in connection with the Rezoning;
4. The ground to be rezoned is the correct size, topography, and site for the proposed development;
5. Adequate pedestrian, bicycle, and vehicular access and circulation routes exist to serve the proposed development, and any material adverse impacts on traffic circulation near the property will be mitigated to the maximum extent practicable;
6. The proposed development will not create material environmental impacts on the surrounding area or the Town as a whole, or demonstrates the mitigation of environmental impacts to the maximum extent practicable;
7. Additional municipal service costs will not be incurred which the Town is not prepared to meet;
8. There is adequate waste and sewage disposal, water, schools, parks and recreation, and other services to serve the proposed development, or the applicant has agreed to provide

- any additional required capacity; and
9. The change is necessary to correct a clerical or drafting error in the current Zoning Map.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The subject property, known as the Parker Professional Park Property, is located in unincorporated Douglas County and is surrounded by the Town of Parker. The Town proposes to annex the Property and zone it as the Mixed-Use Community (MC) Zone District.

The Parker Professional Park Property is located on the west side of Parker Road south of Lincoln Avenue, Walgreens and Napa Auto Parts. The Property is approximately 2.34 acres in size and currently consists of four (4) lots with five (5) commercial buildings that have businesses operating in them. The Parker Professional Park Property has been completely surrounded by the Town of Parker for a period of more than three (3) years and is considered an enclave under the Colorado Municipal Annexation Act of 1965. The Town has committed to a policy of actively pursuing the annexation of enclaves for rational boundaries and service delivery. The Property is located within the Town's Planning Area as described in the Parker 2035 Master Plan and the proposed annexation is consistent with the Master Plan.

The Town has reached out to the property owners and businesses located in the enclave several times to notify them about the planned annexation. Over the past three (3) years, Town staff have met with the property and business owners to advise them of the planned annexation, answer questions, listen to their concerns and provide information that they may need once the properties and businesses are located in Parker. The Town even offered incentives to the property and business owners several years ago but the property and business owners could not agree among themselves about the incentives at the time. Most recently, staff sent letters at the end of May to all property and business owners in the enclave to remind them that the annexation process was starting and to again provide information about the process. The Town has now started the annexation and zoning process consistent with the Master Plan and Town Council direction.

On May 19, 2025, the Town Council approved Resolution No. 25-033 determining that the proposed annexation complies with the requirements of C.R.S. § 31-12-107(1)(a) and set a public hearing for July 7, 2025, to consider the eligibility of the Parker Professional Park Property for annexation into the Town. The Town is concurrently processing an application to zone the Property to the Mixed-Use Community (MC) Zone District consistent with the Town Charter and State law.

The proposed MC Zone District for the Parker Professional Park Property has been reviewed for compliance with the LDO including the nine (9) criteria for zoning approval at Section 13.03.040(n)3 of the LDO. The staff review indicates that the proposed zoning meets the nine (9) criteria for approval and is consistent with the Parker 2035 Master Plan.

The Planning Commission had a public hearing for the Parker Professional Park Property zoning on June 12, 2025, and unanimously recommended approval.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)

DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH



ENHANCE ECONOMIC
VITALITY



INNOVATE WITH
COLLABORATIVE
GOVERNANCE

ATTACHMENTS

1. Vicinity Map
2. Resolution No. 25-040
3. Ordinance No. 2.286
4. Parker Professional Park Annexation Map_Final
5. Ordinance 3.374
6. Parker Professional Park Zoning Map
7. Parker Professional Park Planning Commission Staff Report

RECOMMENDED MOTION

I move to approve Resolution No. 25-040.

I move to approve Ordinance No. 2.286 on second reading.

I move to approve Ordinance No. 3.374 on second reading.

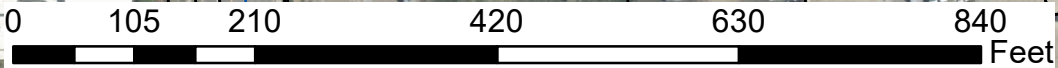
Parker Professional Park

Annexation and Zoning



Legend

- Town Boundary
- Site
- Parcels



RESOLUTION NO. 25-040, Series of 2025

TITLE: A RESOLUTION TO ESTABLISH THE TOWN COUNCIL’S FINDINGS OF FACT AND CONCLUSIONS THEREON CONCERNING THE PARKER PROFESSIONAL PARK ENCLAVE PROPERTY ANNEXATION

WHEREAS, pursuant to C.R.S. § 31-12-110, the Town Council, sitting as the governing body of the Town of Parker, Colorado, is required to set forth certain findings of fact and its conclusion based thereon with reference to the matters described below for the property described in **Exhibit A**, which is attached hereto and incorporated by this reference, for annexation to the Town of Parker (the “Property”).

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

Section 1. The Property is entirely contained within the outer boundaries of the Town of Parker, and the Property has been so surrounded for a period of not less than three (3) years, as required by Constitution of the State of Colorado, Article II, Section 30(1)(c), and C.R.S. § 31-12-106(1).

Section 2. No election is required under Constitution of the State of Colorado, Article II, Section 30(1)(a), and C.R.S. § 31-12-107(2) or any other law of the State of Colorado or the Town of Parker.

Section 3. No additional terms and conditions are to be imposed with the annexation of the Property. The proposed annexation will not have the effect of extending a municipal boundary more than three (3) miles in any direction from any point of the Town of Parker boundary in any one year.

Section 4. An ordinance annexing the Property to the Town of Parker shall be considered by this Town Council, pursuant to C.R.S. § 31-12-111.

RESOLVED AND PASSED this _____ day of _____, 2025.

TOWN OF PARKER, COLORADO

Joshua Rivero, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

EXHIBIT A

Legal Description

Those certain Portions of Lot 2, Parker Professional Park, in the County of Douglas, State of Colorado, per Plat recorded August 26, 1982, at Reception No. 290404, in the Official Records of said County, Lots 1A and 1B, Parker Professional Park First Amendment, per Plat recorded September 1, 1987, at Reception No. 8725509, in said official records, and the Parcel of Land described in the Warranty Deed recorded December 22, 1961, in Book 141, at Page 154, in said official records, located in the Northwest Quarter of Section 15, Township 6 South, Range 66 West of the 6th Principal Meridian, said County and State, being more particularly described as follows:

Beginning at the southeast corner of Walgreens Annexation, as shown on the Annexation Plat recorded November 19, 1999, at Reception No. 99097981, in said official records, being a point on the westerly line of State Highway 83 Annexation, as shown on the Annexation Plat recorded February 5, 1990, at Reception No. 9002842, in said official records;

Thence along said westerly line of State Highway 83 Annexation the following 3 courses:

- 1) South 11°48'49" East, a distance of 122.00 feet;
- 2) South 17°03'10" East, a distance of 92.42 feet;
- 3) South 09°04'19" East, a distance of 101.77 feet to the northeast corner of DiRezza Annexation, as shown on the Annexation Plat recorded January 30, 2004, at Reception No. 2004011637, in said official records;

Thence along the northerly line of said DiRezza Annexation, South 85°27'01" West, a distance of 339.78 feet to the southeast corner of E. T. Technologies, Inc. Annexation Phase II, as shown on the Annexation Plat recorded March 29, 2002, at Reception No. 02030385, in said official records;

Thence along the easterly line of said E. T. Technologies, Inc. Annexation Phase II the following 2 courses:

- 1) North 07°17'55" West, a distance of 8.81 feet to the beginning of a non- tangent curve concave westerly having a radius of 4,841.00 feet, the radius point of said curve bears South 82°42'10" West;
- 2) Northerly along said non-tangent curve and the northerly prolongation thereof, through a central angle of 03°31'17": an arc length of 297.53 feet to the southerly line of Lincoln Professional Park LP Annexation as shown on the Annexation Plat recorded September 9, 2008, at Reception No. 2008062365, in said official records;

Thence along said southerly line of Lincoln Professional Park LP Annexation, along the southerly line of Peaslee Annexation, as shown on the Annexation Plat recorded January 25, 2002, at Reception No. 02008696, in said official records, and along the southerly line of said Walgreens Annexation, North 84°08'12" East, a distance of 320.21 feet to the point of beginning.

Containing an area of 102,033 square feet, 2.342 acres, more or less.

ORDINANCE NO. 2.286, Series of 2025

TITLE: A BILL FOR AN ORDINANCE APPROVING AND ACCOMPLISHING THE ANNEXATION OF CONTIGUOUS UNINCORPORATED TERRITORY KNOWN AS THE PARKER PROFESSIONAL PARK PROPERTY

WHEREAS, the property described in attached **Exhibit 1**, being in the County of Douglas, State of Colorado (the “Property”), is entirely contained within the outer boundaries of the Town of Parker and has been so surrounded for a period of not less than three (3) years, as provided by Constitution of the State of Colorado, Article II, Section 30(1)(c), and C.R.S. § 31-12-106; and

WHEREAS, the Town Council of the Town of Parker, Colorado, has satisfied itself concerning the compliance of the proposed annexation of the Property with Constitution of the State of Colorado, Article II, Section 30(1)(c), and C.R.S. § 31-12-106(1).

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

Section 1. The annexation of the Property meets all requirements of law and the annexation policy of the Town of Parker, and therefore, the said annexation is hereby approved and made effective.

Section 2. Upon the effective date of this Annexation Ordinance, the Property shall become subject to the Charter, ordinances, resolutions, rules and regulations of the Town of Parker.

Section 3. 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, the Property is hereby annexed to the Town of Parker.

Section 4. The Town Clerk shall file for recording one certified copy of the Annexation Ordinance and one copy of the Annexation Map with the Clerk and Recorder of the County of Douglas, State of Colorado.

Section 5. 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 6. The Town Clerk shall file one certified copy of the Annexation Ordinance and one copy of the Annexation Map with the Division of Local Governments of the Department of Local Affairs.

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. This Annexation Ordinance shall become effective ten (10) days after the publication date of this Annexation Ordinance, except for the purpose of general taxation, and for such purposes it shall become effective on January 1st of the next succeeding year following passage of this Annexation Ordinance.

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2025.

Joshua Rivero, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2025.

Joshua Rivero, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Jamie Wynn, Town Attorney

EXHIBIT 1

Legal Description

Those certain Portions of Lot 2, Parker Professional Park, in the County of Douglas, State of Colorado, per Plat recorded August 26, 1982, at Reception No. 290404, in the Official Records of said County, Lots 1A and 1B, Parker Professional Park First Amendment, per Plat recorded September 1, 1987, at Reception No. 8725509, in said official records, and the Parcel of Land described in the Warranty Deed recorded December 22, 1961, in Book 141, at Page 154, in said official records, located in the Northwest Quarter of Section 15, Township 6 South, Range 66 West of the 6th Principal Meridian, said County and State, being more particularly described as follows:

Beginning at the southeast corner of Walgreens Annexation, as shown on the Annexation Plat recorded November 19, 1999, at Reception No. 99097981, in said official records, being a point on the westerly line of State Highway 83 Annexation, as shown on the Annexation Plat recorded February 5, 1990, at Reception No. 9002842, in said official records;

Thence along said westerly line of State Highway 83 Annexation the following 3 courses:

- 1) South 11°48'49" East, a distance of 122.00 feet;
- 2) South 17°03'10" East, a distance of 92.42 feet;
- 3) South 09°04'19" East, a distance of 101.77 feet to the northeast corner of DiRezza Annexation, as shown on the Annexation Plat recorded January 30, 2004, at Reception No. 2004011637, in said official records;

Thence along the northerly line of said DiRezza Annexation, South 85°27'01" West, a distance of 339.78 feet to the southeast corner of E. T. Technologies, Inc. Annexation Phase II, as shown on the Annexation Plat recorded March 29, 2002, at Reception No. 02030385, in said official records;

Thence along the easterly line of said E. T. Technologies, Inc. Annexation Phase II the following 2 courses:

- 1) North 07°17'55" West, a distance of 8.81 feet to the beginning of a non- tangent curve concave westerly having a radius of 4,841.00 feet, the radius point of said curve bears South 82°42'10" West;
- 2) Northerly along said non-tangent curve and the northerly prolongation thereof, through a central angle of 03°31'17": an arc length of 297.53 feet to the southerly line of Lincoln Professional Park LP Annexation as shown on the Annexation Plat recorded September 9, 2008, at Reception No. 2008062365, in said official records;

Thence along said southerly line of Lincoln Professional Park LP Annexation, along the southerly line of Peaslee Annexation, as shown on the Annexation Plat recorded January 25, 2002, at Reception No. 02008696, in said official records, and along the southerly line of said Walgreens Annexation, North 84°08'12" East, a distance of 320.21 feet to the point of beginning.

Containing an area of 102,033 square feet, 2.342 acres, more or less.

PARKER PROFESSIONAL PARK
ANNEXATION TO THE TOWN OF PARKER

LOCATED IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 6 SOUTH, RANGE 66 WEST, 6TH PRINCIPAL MERIDIAN
COUNTY OF DOUGLAS, STATE OF COLORADO



CONTIGUITY
TOTAL PERIMETER = 1282.52'
1/6 TOTAL PERIMETER = 213.75'
CONTIGUOUS PERIMETER = 1282.52'
CONTIGUOUS PERIMETER PERCENTAGE = 100.00%
TOTAL ANNEXED AREA = 102,033 SQ. FT. OR 2.342 ACRES, MORE OR LESS

STATE HIGHWAY 83
ANNEXATION
REC. NO. 9002842
ORDINANCE NO. 2.77
REC. NO. 9002840

POINT OF BEGINNING
SE CORNER WALGREENS
ANNEXATION

LEGAL DESCRIPTION

THOSE CERTAIN PORTIONS OF LOT 2, PARKER PROFESSIONAL PARK, IN THE COUNTY OF DOUGLAS, STATE OF COLORADO, PER PLAT RECORDED AUGUST 26, 1982 AT RECEPTION NO. 290404, IN THE OFFICIAL RECORDS OF SAID COUNTY, LOTS 1A AND 1B, PARKER PROFESSIONAL PARK FIRST AMENDMENT, PER PLAT RECORDED SEPTEMBER 1, 1987 AT RECEPTION NO. 8725509, IN SAID OFFICIAL RECORDS, AND THE PARCEL OF LAND DESCRIBED IN THE WARRANTY DEED RECORDED DECEMBER 22, 1961 IN BOOK 141 AT PAGE 154, IN SAID OFFICIAL RECORDS, LOCATED IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, SAID COUNTY AND STATE, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF WALGREENS ANNEXATION, AS SHOWN ON THE ANNEXATION PLAT RECORDED NOVEMBER 19, 1999 AT RECEPTION NO. 99097981, IN SAID OFFICIAL RECORDS, BEING A POINT ON THE WESTERLY LINE OF STATE HIGHWAY 83 ANNEXATION, AS SHOWN ON THE ANNEXATION PLAT RECORDED FEBRUARY 5, 1990 AT RECEPTION NO. 9002842, IN SAID OFFICIAL RECORDS;

THENCE ALONG SAID WESTERLY LINE OF STATE HIGHWAY 83 ANNEXATION THE FOLLOWING 3 COURSES:

- 1) SOUTH 11°48'49" EAST, A DISTANCE OF 122.00 FEET;
- 2) SOUTH 17°03'10" EAST, A DISTANCE OF 92.42 FEET;
- 3) SOUTH 09°04'19" EAST, A DISTANCE OF 101.77 FEET TO THE NORTHEAST CORNER OF DIREZZA ANNEXATION, AS SHOWN ON THE ANNEXATION PLAT RECORDED JANUARY 30, 2004 AT RECEPTION NO. 2004011637, IN SAID OFFICIAL RECORDS;

THENCE ALONG THE NORTHERLY LINE OF SAID DIREZZA ANNEXATION, SOUTH 85°27'01" WEST, A DISTANCE OF 339.78 FEET TO THE SOUTHEAST CORNER OF E. T. TECHNOLOGIES, INC. ANNEXATION PHASE II, AS SHOWN ON THE ANNEXATION PLAT RECORDED MARCH 29, 2002 AT RECEPTION NO. 02030385, IN SAID OFFICIAL RECORDS;

THENCE ALONG THE EASTERLY LINE OF SAID E. T. TECHNOLOGIES, INC. ANNEXATION PHASE II THE FOLLOWING 2 COURSES:

- 1) NORTH 07°17'55" WEST, A DISTANCE OF 8.81 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 4,841.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 82°42'10" WEST;
- 2) NORTHERLY ALONG SAID NON-TANGENT CURVE AND THE NORTHERLY PROLONGATION THEREOF, THROUGH A CENTRAL ANGLE OF 03°31'17", AN ARC LENGTH OF 297.53 FEET TO THE SOUTHERLY LINE OF LINCOLN PROFESSIONAL PARK LP ANNEXATION AS SHOWN ON THE ANNEXATION PLAT RECORDED SEPTEMBER 9, 2008 AT RECEPTION NO. 2008082365, IN SAID OFFICIAL RECORDS;

THENCE ALONG SAID SOUTHERLY LINE OF LINCOLN PROFESSIONAL PARK LP ANNEXATION, ALONG THE SOUTHERLY LINE OF PEASLEE ANNEXATION, AS SHOWN ON THE ANNEXATION PLAT RECORDED JANUARY 25, 2002 AT RECEPTION NO. 02008696, IN SAID OFFICIAL RECORDS, AND ALONG THE SOUTHERLY LINE OF SAID WALGREENS ANNEXATION, NORTH 84°08'12" EAST, A DISTANCE OF 320.21 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 102,033 SQUARE FEET 2.342 ACRES, MORE OR LESS.

GENERAL NOTES

1. BEARINGS SHOWN HEREON ARE ASSUMED AND ARE BASED ON THE WESTERLY LINE OF STATE HIGHWAY 83 ANNEXATION, WHICH BEARS SOUTH 11°48'49" EAST, 122.00 FEET.
2. UNITS SHOWN HEREON ARE IN U.S. SURVEY FEET.
3. THIS ANNEXATION MAP HAS BEEN PREPARED FROM RECORD INFORMATION AND DOES NOT REPRESENT A MONUMENTED LAND SURVEY.

SURVEYOR'S CERTIFICATE

I, DANIEL E. DAVIS, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS ANNEXATION MAP WAS PREPARED UNDER MY DIRECT SUPERVISION; AND THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THIS MAP ACCURATELY DELINEATES THE PARCEL OF LAND TO BE ANNEXED TO THE TOWN OF PARKER, COLORADO; AND THAT AT LEAST ONE SIXTH (1/6) OF THE BOUNDARY OF SAID PARCEL IS CONTIGUOUS TO THE PRESENT BOUNDARY OF THE TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO.

DANIEL E. DAVIS
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR No. 38256
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.

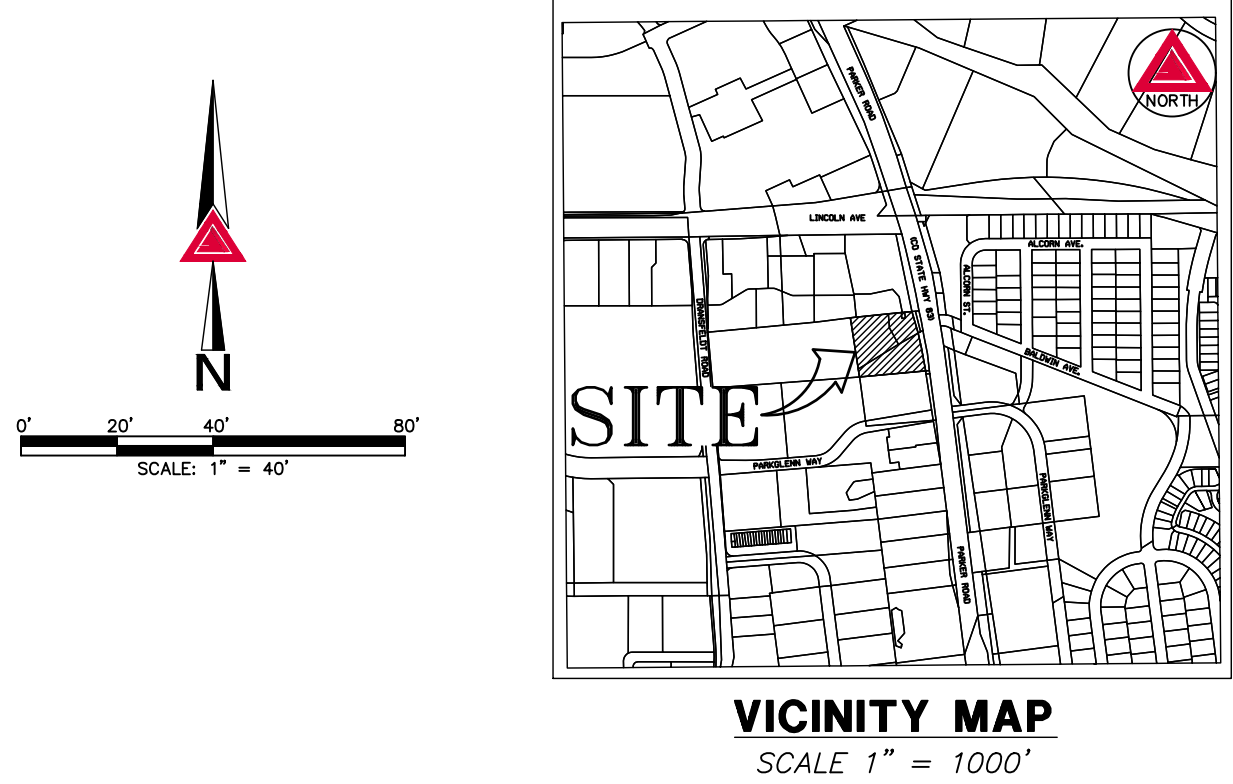
NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

TOWN COUNCIL ACCEPTANCE

ACCEPTED BY THE PARKER TOWN COUNCIL THIS _____ DAY OF _____, 2025.

MAYOR, TOWN OF PARKER

ATTEST: TOWN CLERK



LEGEND

- EXISTING TOWN OF PARKER ANNEXATION BOUNDARIES
- PROPOSED ANNEXATION BOUNDARY
- EXISTING ANNEXATION BOUNDARIES
- RIGHT-OF-WAY PARCEL BOUNDARIES

SCALE
1"=40'

OWN
DED
DATE

08/05/2024

REVISION DESCRIPTION

BY

DATE

04/15/25

TOWN OF PARKER REVIEW COMMENTS

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

AZTEC
consultants, inc.

PARKER PROFESSIONAL PARK
NW 1/4 SEC. 15, T6S, R66W, 6TH PM
DOUGLAS COUNTY, COLORADO

PREPARED FOR
TOWN OF PARKER
20120 E. MAIN STREET, PARKER, CO 80138

SHEET
1

OF 1 SHEET

24924-11

JOB NO.

ORDINANCE NO. 3.374, Series of 2025

TITLE: A BILL FOR AN ORDINANCE ZONING CERTAIN PROPERTY WITHIN THE TOWN OF PARKER, COLORADO, KNOWN AS THE PARKER PROFESSIONAL PARK PROPERTY TO MIXED-USE COMMUNITY (MC) DISTRICT, PURSUANT TO THE TOWN OF PARKER LAND DEVELOPMENT ORDINANCE AND AMENDING THE ZONING ORDINANCE AND MAP TO CONFORM THEREWITH

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

Section 1. Finding of Fact.

a. Application has been made for zoning certain property described in attached **Exhibit 1**, within the Town of Parker, Colorado, as Mixed-Use Community (MC) District, pursuant to the Town of Parker Land Development Ordinance (the “Property”).

b. Public notice has been given 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 are satisfied for zoning the Property to Mixed-Use Community (MC) District, as described in the Parker Land Development Ordinance.

Section 2. The Property is hereby zoned Mixed-Use Community (MC) District, as described in the Parker Land Development Ordinance.

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

Section 4. Approval of this Ordinance does not create a vested property right. Vested property rights may arise and accrue, pursuant to the provisions of Ordinance No. 3.65.1, 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. This Ordinance shall become effective upon the later to occur of: (i) the date that is ten (10) days after final publication; or (ii) the date the Annexation Ordinance for the Property goes into effect, whichever occurs last.

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2025.

Joshua Rivero, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2025.

Joshua Rivero, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Jamie Wynn, Town Attorney

EXHIBIT 1

Legal Description

Those certain Portions of Lot 2, Parker Professional Park, in the County of Douglas, State of Colorado, per Plat recorded August 26, 1982, at Reception No. 290404, in the Official Records of said County, Lots 1A and 1B, Parker Professional Park First Amendment, per Plat recorded September 1, 1987, at Reception No. 8725509, in said official records, and the Parcel of Land described in the Warranty Deed recorded December 22, 1961, in Book 141, at Page 154, in said official records, located in the Northwest Quarter of Section 15, Township 6 South, Range 66 West of the 6th Principal Meridian, said County and State, being more particularly described as follows:

Beginning at the southeast corner of Walgreens Annexation, as shown on the Annexation Plat recorded November 19, 1999, at Reception No. 99097981, in said official records, being a point on the westerly line of State Highway 83 Annexation, as shown on the Annexation Plat recorded February 5, 1990, at Reception No. 9002842, in said official records;

Thence along said westerly line of State Highway 83 Annexation the following 3 courses:

- 1) South 11°48'49" East, a distance of 122.00 feet;
- 2) South 17°03'10" East, a distance of 92.42 feet;
- 3) South 09°04'19" East, a distance of 101.77 feet to the northeast corner of DiRezza Annexation, as shown on the Annexation Plat recorded January 30, 2004, at Reception No. 2004011637, in said official records;

Thence along the northerly line of said DiRezza Annexation, South 85°27'01" West, a distance of 339.78 feet to the southeast corner of E. T. Technologies, Inc. Annexation Phase II, as shown on the Annexation Plat recorded March 29, 2002, at Reception No. 02030385, in said official records;

Thence along the easterly line of said E. T. Technologies, Inc. Annexation Phase II the following 2 courses:

- 1) North 07°17'55" West, a distance of 8.81 feet to the beginning of a non- tangent curve concave westerly having a radius of 4,841.00 feet, the radius point of said curve bears South 82°42'10" West;
- 2) Northerly along said non-tangent curve and the northerly prolongation thereof, through a central angle of 03°31'17": an arc length of 297.53 feet to the southerly line of Lincoln Professional Park LP Annexation as shown on the Annexation Plat recorded September 9, 2008, at Reception No. 2008062365, in said official records;

Thence along said southerly line of Lincoln Professional Park LP Annexation, along the southerly line of Peaslee Annexation, as shown on the Annexation Plat recorded January 25, 2002, at Reception No. 02008696, in said official records, and along the southerly line of said Walgreens Annexation, North 84°08'12" East, a distance of 320.21 feet to the point of beginning.

Containing an area of 102,033 square feet, 2.342 acres, more or less.

PARKER PROFESSIONAL PARK ZONING MAP

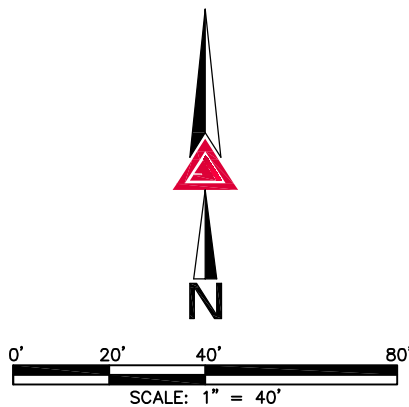
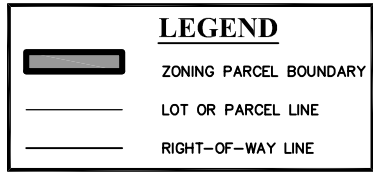
LOCATED IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 6 SOUTH, RANGE 66 WEST, 6TH PRINCIPAL MERIDIAN
COUNTY OF DOUGLAS, STATE OF COLORADO

EXISTING ZONING

C - COMMERCIAL DISTRICT
(DOUGLAS COUNTY)

PROPOSED ZONING

MC - MIXED-USE COMMUNITY
(TOWN OF PARKER)



VICINITY MAP

SCALE 1" = 1000'

LEGAL DESCRIPTION

THOSE CERTAIN PORTIONS OF LOT 2, PARKER PROFESSIONAL PARK, IN THE COUNTY OF DOUGLAS, STATE OF COLORADO, PER PLAT RECORDED AUGUST 26, 1982 AT RECEPTION NO. 290404, IN THE OFFICIAL RECORDS OF SAID COUNTY, LOTS 1A AND 1B, PARKER PROFESSIONAL PARK FIRST AMENDMENT, PER PLAT RECORDED SEPTEMBER 1, 1987 AT RECEPTION NO. 8725509, IN SAID OFFICIAL RECORDS, AND THE PARCEL OF LAND DESCRIBED IN THE WARRANTY DEED RECORDED DECEMBER 22, 1961 IN BOOK 141 AT PAGE 154, IN SAID OFFICIAL RECORDS, LOCATED IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, SAID COUNTY AND STATE, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1A, BEING A POINT ON THE WESTERLY RIGHT-OF-WAY OF SOUTH PARKER ROAD ALSO KNOWN AS COLORADO STATE HIGHWAY 83, AS DESCRIBED IN DEED RECORDED MAY 9, 1989 IN BOOK 853, PAGE 413, SAID OFFICIAL RECORDS;

THENCE ALONG SAID WESTERLY LINE RIGHT-OF-WAY AND THE EASTERLY BOUNDARY OF SAID LOT 1A, SOUTH 11°48'49" EAST, A DISTANCE OF 122.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 2;

THENCE ALONG THE WESTERLY RIGHT-OF-WAY OF SOUTH PARKER ROAD ALSO KNOWN AS COLORADO STATE HIGHWAY 83, AS DESCRIBED IN DEED RECORDED APRIL 3, 1989 IN BOOK 847, PAGE 909, SAID OFFICIAL RECORDS AND THE EASTERLY BOUNDARY OF SAID LOT 2 THE FOLLOWING 2 COURSES:

- 1) SOUTH 17°03'10" EAST, A DISTANCE OF 92.42 FEET;
 - 2) SOUTH 09°04'19" EAST, A DISTANCE OF 101.77 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2;
- THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY ALONG THE SOUTHERLY AND WESTERLY BOUNDARY OF SAID LOT 2 THE FOLLOWING 2 COURSES:
- 1) SOUTH 85°27'01" WEST, A DISTANCE OF 339.78 FEET;
 - 2) NORTH 07°17'55" WEST, A DISTANCE OF 8.81 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 4,841.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 82°42'10" WEST;

THENCE CONTINUING ALONG SAID WESTERLY BOUNDARY AND THE WESTERLY BOUNDARY OF SAID LOT 1B NORTHERLY ALONG SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 03°31'17", AN ARC LENGTH OF 297.53 FEET TO THE NORTHWEST CORNER OF SAID LOT 1B;

THENCE ALONG THE NORTHERLY BOUNDARY OF SAID LOT 1B AND SAID LOT 1A, NORTH 84°08'12" EAST, A DISTANCE OF 320.21 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 102,033 SQUARE FEET 2.342 ACRES, MORE OR LESS.

GENERAL NOTES

1. BEARINGS SHOWN HEREON ARE ASSUMED AND ARE BASED ON THE EASTERLY LINE OF LOT 1A, PARKER PROFESSIONAL PARK FIRST AMENDMENT, WHICH BEARS SOUTH 11°48'49" EAST, 122.00 FEET.
2. DISTANCES SHOWN HEREON ARE GROUND DISTANCES IN U.S. SURVEY FEET UNITS.
3. THIS ZONING MAP WAS PREPARED IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE IN DOUGLAS COUNTY, COLORADO, TO THE BEST OF MY INFORMATION, KNOWLEDGE, AND BELIEF.
4. THIS ZONING MAP HAS BEEN PREPARED FROM RECORD INFORMATION AND DOES NOT REPRESENT A MONUMENTED LAND SURVEY.

SURVEYOR'S CERTIFICATE

I, DANIEL E. DAVIS, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS ZONING MAP WAS PREPARED UNDER MY DIRECT SUPERVISION; AND THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THIS MAP ACCURATELY DELINEATES THE PARCEL OF LAND TO BE ANNEXED TO THE TOWN OF PARKER, COLORADO; AND THAT AT LEAST ONE SIXTH (1/6) OF THE BOUNDARY OF SAID PARCEL IS CONTIGUOUS TO THE PRESENT BOUNDARY OF THE TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO.

DANIEL E. DAVIS
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR No. 38256
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.

NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

PLANNING COMMISSION CERTIFICATE

THIS REZONING APPLICATION WAS REVIEWED AND RECOMMENDED FOR APPROVAL BY THE TOWN OF PARKER PLANNING COMMISSION FOLLOWING A PUBLIC HEARING HELD ON THE ____ DAY OF _____, 20__.

COMMUNITY DEVELOPMENT DIRECTOR ON BEHALF OF THE PLANNING COMMISSION

TOWN COUNCIL ACCEPTANCE

THIS REZONING MAP WAS APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PARKER ON THE ____ DAY OF _____, 20__ FOR THE PROPERTY DESCRIBED AS THE PARKER PROFESSIONAL PARK. THE ZONING INFORMATION SHOWN HEREON WAS CONFIRMED WITH THE ADOPTION OF ORDINANCE NO. _____

MAYOR, TOWN OF PARKER

ATTEST: TOWN CLERK

FOR REVIEW

PARKER PROFESSIONAL PARK ZONING MAP NW 1/4 SEC. 15, T6S, R66W, 6TH PM DOUGLAS COUNTY, COLORADO		AZTEC CONSULTANTS, INC.  300 East Mineral Ave., Suite 1 Littleton, Colorado 80122 Phone: (303) 713-1898 Fax: (303) 713-1897 www.aztecconsultants.com			
PREPARED FOR TOWN OF PARKER 20120 E. MAIN STREET, PARKER, CO 80138					
SHEET 1					
OF 1 SHEETS					
24924-11					
JOB NO.					

SCALE 1"=40'		OWN		DED		RDS		DATE	



Planning Commission Staff Report

Planning Commission Date: 6/12/2025

Town Council Date: 7/7/2025

Hearing Type: Public Hearing
Parker Professional Park – Zoning
TRAKiT No.: Z24-016

Location: Generally located west of Parker Road, south of Lincoln Avenue

Project Planner: Stacey Nerger, Planner

Applicant(s): Town of Parker Community Development Department

Executive Summary: The Town of Parker is proposing to Annex the 2.34-acre enclave referred to as the Parker Professional Park and zone it Mixed-Use Community (MC) Zone District. The site is located on the west side of Parker Road south of Lincoln Avenue.

Staff Recommendation: Approval

RECOMMENDED MOTION

“I move the Planning Commission recommend Town Council approve the Parker Professional Park Property zoning request.”

ALTERNATIVE MOTIONS

“I move the Planning Commission recommend Town Council approve the Parker Professional Park Property zoning request, subject to the following conditions:”

-List proposed conditions

“I move the Planning Commission recommend Town Council deny the Parker Professional Park Property zoning as the request does not meet the following approval criteria:”

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

“I move the Planning Commission vote to continue the Parker Professional Park Property zoning to a future date.”

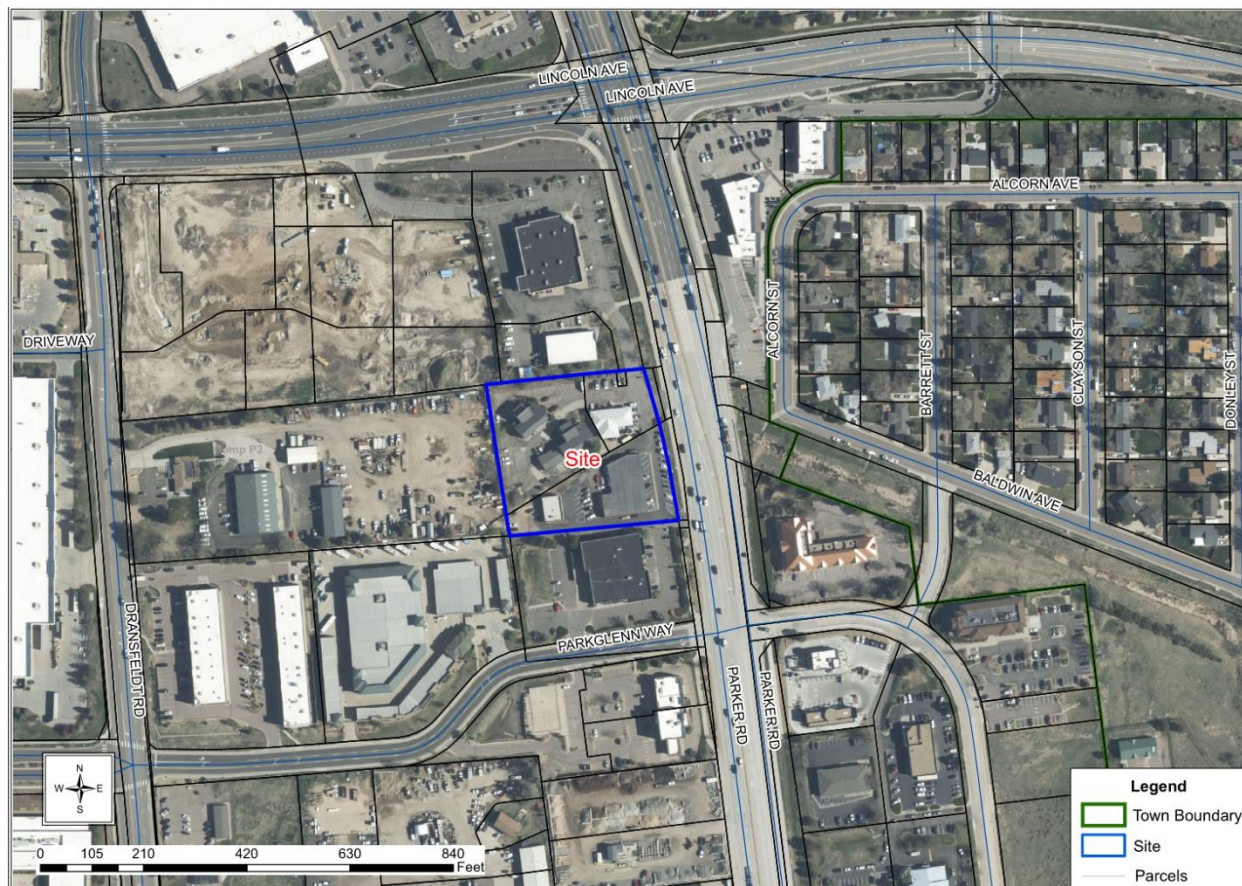
I. BACKGROUND/DISCUSSION

The subject property, known as the Parker Professional Park Property, is located in unincorporated Douglas County and is surrounded by the Town of Parker. The Town is processing an annexation of the Parker Professional Park Property and is proposing to zone the property Mixed-Use Community (MC).

The Parker Professional Park Property is located on the west side of Parker Road south of Lincoln Avenue, south of the Walgreens and Napa Auto Parts. The subject property is approximately 2.34 acres in size and currently consists of four separate parcels with five commercial buildings with existing businesses operating in them. The Parker Professional Park Property has been completely surrounded by the Town of Parker for a period of more than three (3) years and is considered an enclave under the Municipal Annexation Act of 1965. The Town has committed to a policy of actively pursuing the annexation of enclaves. The subject property is located within the Town's Planning Area described in the Parker 2035 Master Plan and the proposed annexation is consistent with the Master Plan.

The Town has reached out to both the property owners and business owners several times notifying them of the pending annexation. Approximately three (3) years ago the Town met with property and business owners to encourage annexation into the Town. When this did not happen, the Town started the annexation process. The Community Development Department has sent emails, letters and responded to calls to owners regarding the process.

Vicinity Map



II. PRIOR ACTIONS

Date	Action
N/A	The annexation and zoning requests are the first actions by the Town related to the subject properties.

III. CURRENT SITE DATA

Existing Zoning	Commercial (Douglas County)		
Overlay District	N/A		
PD & Plan Area	Mixed-Use Community (MC) (proposed)		
Master Plan Area	Central Commercial		
Site Acreage	2.34 acres		
Subdivision	Parker Professional Park		
Existing Use	Commercial		
Surrounding Uses			
	Master Plan Land Use	Zoning	Existing Use
North	Central Commercial	Mixed-Use Community (MC)	Commercial – Napa Auto Parts and Walgreens
South	Central Commercial	Mixed-Use Community (MC)	Commercial – Sherwin Willaims and Auto Zone
East	Central Commercial	PD - Planned Development	ET Technologies
West	Central Commercial	Public Facilities District and Mixed-Use Community (MC)	Parker Road, Open Space and Multitenant Commercial including Tokyo Joe’s

IV. PARKER 2035 MASTER PLAN

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

MASTER PLAN CONSISTENCY	
Master Plan Designation	Central Commercial ☒ Consistent ☐ Inconsistent
Master Plan Character Discussion	Central Commercial District: This is the commercial core of the Town. Growth should focus on core retail, services, offices, lodging, restaurants, entertainment, and to a lesser extent, higher density residential uses. Vertical mixed use is highly encouraged where appropriate.
Consistent Goals/Strategies	Land Use 1.A Land Use 1.C Land Use 1.E Jobs and Economic Vitality 2 Jobs and Economic Vitality 6

Staff Analysis	The subject properties are located along Parker Road within the Central Commercial Character Area area as designated by the Parker 2035 Master Plan. The subject properties are also located in the Parker Road Corridor Plan area. This area is intended to provide commercial uses which focus on retail, services, lodging, restaurants and entertainment. The landowners of unincorporated enclave properties identify with the Town of Parker and the public views them as a part of the community fabric. In addition, annexation of this enclave will benefit the landowners, the Town and the County by consolidating the service areas of the Town and County. The proposed zoning is consistent with the specific Goals/ Strategies of the Master Plan for the following reasons: it will help ensure adequate opportunities for expansion of the Town's economic base, it will continue the commercial corridor along Parker Road and it will support new and existing businesses and that the zoning allows for continuation of commercial uses on the property. Based on this analysis, staff has determined that the request is consistent with the Parker 2035 Master Plan.
------------------------------	--

V. LAND DEVELOPMENT ORDINANCE

DEVELOPMENT POTENTIAL (Rezoning)			
Provisions	As recommended by the Master Plan	Proposed	Analysis
Units Per Acre	N/A	N/A. The proposed zone district does not allow for residential uses along the Parker Road corridor.	☒ Consistent ☐ Inconsistent ☐ No Change ☐ N/A
Allowed Uses	Primary uses include retail, office, lodging and services	Commercial uses focusing on retail, service, lodging and restaurant.	☒ Consistent ☐ Inconsistent ☐ No Change
Height/Stories	None	45 feet	☒ Consistent ☐ Inconsistent ☐ No Change
Staff Analysis	As detailed in the analysis above, the requested zoning is consistent with the Town's Master Plan allowing for the ongoing commercial		

	use of the property and existing conditions do not exceed the height maximum set forth in the proposed zoning for buildings. Existing commercial uses on the properties generally align with the proposed MC zoning. The MC zoning was proposed because of its alignment with the Parker 2035 Master Plan. Any uses that are not permitted in the MC zoning will be determined non-conforming uses as described in 13.01.070 of the Land Development Ordinance. These uses will be able to continue, but not expanded, until the use ceases for a period greater than 6 months or if a nonconforming building is damaged or destroyed. Based on this analysis, staff has determined that the zoning request allows for commercial development that is consistent with the Parker 2035 Master Plan.
--	---

VI. ACCESS, CIRCULATION & TRAFFIC ANALYSIS

The subject properties currently have a right-in/right-out access to Parker Road that serves as access to the businesses. This access is sufficient for the current use of the properties. Parker Road is a public highway that was constructed to accommodate the current development of the area.

VII. APPROVAL CRITERIA

Title 13.04.240.f. Approval Considerations for Rezoning Requests:

1. There has been a significant change in the area surrounding the property since the date of the existing zoning.

The subject properties are currently zoned Commercial in unincorporated Douglas County. The subject properties are currently developed for commercial uses with buildings constructed in the 1970's and 1980's, with the newest building being built in 1990. There have been significant changes in development along the Parker Road corridor and roadway improvements that include widening and access limits since the development of these sites. The proposed Mixed-Use Community (MC) zone district will continue to allow for commercial uses and align with the existing zoning and uses of the properties to the north and south. In addition, the property is surrounded by properties annexed into the Town and have been surrounded for more than three years.

Based on this analysis, staff has determined that this criterion has been met.

2. The application is consistent with the Master Plan.

As detailed in Section IV of this staff report, the Mixed-Use Community (MC) zoning is consistent with the Parker 2035 Master Plan.

Based on this analysis, staff has determined that this criterion has been met.

3. There is a need for the type of development enabled by or proposed in connection with the Rezoning.

A need exists for the annexation and zoning of the subject property, for the reasons that it will (1) allow the Town to consolidate services and recognize efficiencies of scale and delivery of services; (2) continue the commercial corridor along Parker Road; (3) support new and existing businesses by allowing for the existing uses to continue, while providing assurances that similar commercial uses will be drawn to the subject property; (4) protect the investment and property values of exiting uses located on the subject property and surrounding areas in the Town and the Town Planning Area; and (5) promote orderly growth, continuity of development and certainty of development within the subject property and surrounding areas within the Town and the Town Planning Area.

Based on this analysis, staff has determined that this criterion has been met.

4. The ground to be rezoned is the correct size, topography, and site for the proposed development.

These properties are considered enclaves, located within unincorporated Douglas County but surrounded by the Town of Parker. The Town has been working for several years to clean up the Town's boundaries and annex these enclave areas. The subject property is contiguous with the Town and is described in the Parker 2035 General Land Use Plan as being located within the Town's "Planning Area Boundary." Specifically, the subject properties are located within the Central Commercial as designated by the Parker 2035 General Land Use Plan, which is planned to provide commercial uses.

For the reason that the subject property has been identified as property to be annexed, zoned and developed in the Town for commercial uses, the subject property is indeed the correct site for the development.

Based on this analysis, staff has determined that this criterion has been met.

5. Adequate pedestrian, bicycle, and vehicular access and circulation routes exist to serve the proposed development, and any material adverse impacts on traffic circulation near the property will be mitigated to the maximum extent practicable.

Parker Road provides transportation access to the properties including vehicular and sidewalk (pedestrians and bicyclists). In addition, as the property to the northeast develops, the Town and the developer have proposed an east/west access point through that development to provide additional access for these properties. This east/west access point was a recommendation of the Parker Road Corridor Plan.

Adequate circulation and traffic movement currently exist with the current uses of the subject property and will exist for the future uses permitted in the Mixed-Use Community (MC) zone district.

Based on this analysis, staff has determined that this criterion has been met.

- 6. The proposed development will not create material environmental impacts on the surrounding area or the Town as a whole, or demonstrates the mitigation of environmental impacts to the maximum extent practicable.**

The subject properties are fully developed. Therefore, no additional environmental impacts are anticipated at this time. Any future development will be required to meet all environmental criteria set forth in the Land Development Ordinance.

Based on this analysis, staff has determined that this criterion has been met.

- 7. Additional municipal service costs will not be incurred which the Town is not prepared to meet**

The public improvements necessary to support the subject properties are currently in place. As evidenced by the inclusion of the subject property in the Town's Planning Area, the Town is prepared to meet the additional municipal service costs associated with the subject property.

Based on this analysis, staff has determined that this criterion has been met.

- 8. There is adequate waste and sewage disposal, water, schools, parks and recreation, and other services to serve the proposed development, or the applicant has agreed to provide any additional required capacity.**

The subject properties are fully developed and currently have adequate services.

Based on this analysis, staff has determined that this criterion has been met.

- 9. The change is necessary to correct a clerical or drafting error in the current Zoning Map.**

N/A

VIII. SUMMARY REFERRAL AGENCY COMMENTS AND CONDITIONS

Agency	Comments
Parker Engineering	No Comment
Parker Building	No Comment
Fire Life Safety	No Comment
Douglas Country Planning	The county is processing a replat (project SB2023-059) for Lot 2 to create an additional lot. The replat has not been recorded as the applicant is addressing outstanding comments. The County is supportive of the annexation of small enclave parcels. Addresses for the property will change to the Parker grid upon recordation of the Annexation.
Douglas County Public Works	No Comment
Douglas County Assessor's Office	No Comment
Douglas County School District	No Comment
Parker Police	No Comment
Xcel	Public Service Company has no objection to the proposed annexation and zoning, contingent upon their ability to maintain all existing rights.
CORE	Approved
CenturyLink	Approval
Cherry Creek Basin Water Quality Authority	Advisory Comments – The Authority understands that the project will be reviewed in compliance with Regulation 72.
Comcast	No Comment
Parker Water and Sanitation District	Approved

IX. CONCLUSION

This zoning request is being processed concurrently with the annexation application as provided by the Town of Parker Home Rule Charter and Section 13.03. of the Parker Municipal Code and has been determined to meet the zoning approval criteria of the Parker Land Development Ordinance. Based on the analysis contained in this staff report, staff recommends that the Planning Commission recommend Town Council approve the request.

X. RECOMMENDED CONDITIONS

None

XI. ATTACHMENTS

Zoning Map

Report Approved By: Bryce Matthews, Assistant Director- Planning



Request for Town Council Action

Date: July 7, 2025

Submitted By: Brett Collins, Projects Administrator
Stacey Nerger, Senior Planner

Reviewed By: Michelle Kivela, Town Manager

Title: **SALISBURY REGIONAL PARK – Site Plan, Parker Water and Sanitation District Agreement and Easements**

Applicant: Town of Parker

Location: East of Motsenbocker Road, south of Dransfeldt Road and north of Hess Road

Department: Community Development, Stacey Nerger
Parks, Recreation and Open Space, Brett Collins

TRAKiT No.: SP24-124

EXECUTIVE SUMMARY

The Town of Parker is proposing a site plan application for Phase 1 of an expansion to Salisbury Regional Park to include baseball fields, multipurpose fields, restrooms, landscaping, park amenities and parking. The site is located on the east side of Motsenbocker Road, north of Hess Road.

The new 91-acre portion of the Salisbury Regional Park will need water and sanitary sewer service. A Water and/or Sewer Main Improvement Agreement (processed administratively), a Water Pipeline Easement Agreement, and a Sanitary Sewer Main Easement Agreement with Parker Water and Sanitation District (PWSD) are required to secure the service. Ordinances are required for the two easements' approvals.

STAFF RECOMMENDATION

Approve with Conditions

BACKGROUND/DISCUSSION

Salisbury Regional Park is centrally located within the community. In 2009, the Town acquired 91 acres of additional land north of the existing Salisbury Sports Complex and Equestrian Center. The land is zoned Public Facilities, which allows for a wide variety of uses, including parks, recreation, and open space.

The Town is proposing a site plan for the first phase of development of the park which will add an additional 44.84 acres of developed park land. The proposed development of Salisbury Regional Park has been contemplated by the Town since the adoption of the Salisbury Park Master Plan in 2014. The full development of the property, called Salisbury Park North, will be constructed in phases and will take several years to complete. The full construction of the park

will include baseball/softball fields, multi-use fields, tennis courts, pickleball courts, a playground, bike park, decorative garden and several buildings with restrooms, storage and concessions.

The site plan proposes the first phase of development, which will construct:

- Four (4) lighted natural grass baseball/softball fields with a pedestrian promenade, restrooms and food truck parking
- Two (2) lighted synthetic turf multi-use fields
- Required parking
- Landscaping and site amenities

Site plan applications are typically reviewed and processed administratively. However, pursuant to Section 13.03.040 (p) of the Parker Municipal Code, site plan applications for public facilities owned by the Town are required to be scheduled for public hearings. Therefore, the Salisbury North Park Expansion requires a public hearing before both the Planning Commission and Town Council.

Staff has reviewed the proposed site plan and has determined that the site plan meets the requirements of the Land Development Ordinance and zoning regulations as they apply to a regional park.

The site plan for the new 44.84-acre park addition was submitted to the Planning Department for review. The project will need water and sanitary sewer service from PWSD for the irrigation system and restrooms. To get service lines to the irrigation system and restrooms, PWSD requires a Water and/or Sewer Main Improvement Agreement for the mainline water and sanitary sewer pipes that serve the park, which is processed administratively. Within the agreement, the Town of Parker (landowner) is required to grant easements for the water and sanitary sewer main lines.

The site plan application was presented to the Planning Commission at a public hearing on June 26, 2025. The Planning Commission unanimously recommended the Town Council approve the site plan with the following conditions:

1. **Approved Site Plan** - The Site Plan exhibit, building elevations exhibit and landscape plan exhibit **stamped 'Final Document' on June 17, 2025** shall be the approved plans.
2. **Approved Construction Plan Documents** - The construction plan documents signed by Engineering, the Water and Sanitation District and Fire Life Safety, shall be the approved construction plans.
3. **Approval Expiration** - This approval has been based upon the review of information submitted to our office as part of your request for an administrative site plan approval and **shall remain in effect for fifteen (15) months from the date of this approval letter**. If a Grading Permit or Building Permit is not obtained within fifteen months, this approval becomes null and void. The Community Development Director, upon written

request, may grant a one-hundred-eighty (180) day extension.

4. **Prairie Dog Certification Required** - A Certification of Compliance with Municipal Code Section 13.08.040(e) Prairie Dog Management is required prior to issuance of a Grading Permit and the start of any work on the site.
5. **Permits Required** - It is the applicant's responsibility to acquire all required permits prior to starting work on the site, including Grading Permits, Building Permits and Electrical Permits.
6. **Screening of Mechanical Equipment and Utility Boxes Required** - All **mechanical equipment shall be fully screened** with permanent material and painted to match the building color. All rooftop vents and other appurtenances shall be painted to match the roof or building color to minimize their visual impact. All rooftop mechanical, vents or appurtenances, which are not shown on the approved plans may require additional conditions for screening as determined by the Town.
 - Above ground on-site utilities for the provision of service to nonresidential use(s) may not be located in the front-yard between the building and the public or private street and can only be located in a rear-yard or side-yard. Any above ground **utility equipment shall be screened** with landscaping or a screening wall in coordination with the utility company. Where utility meters and connections are attached to the building they shall be located away from the public realm to the greatest extent possible and be painted to match the building. Location of all utility equipment shall be reviewed and approved by the Community Development Department prior to installation. Any deviation from this standard may result in the relocation of the equipment.
7. **Final Grading Certificate Required** - The Town requires the submittal of a Final Grading Certificate as a *prerequisite to obtaining a Certificate of Occupancy or Temporary Certificate of Occupancy*.
 - An as-built drawing of the individual lot which indicates the finished floor elevation(s), and finished grade site elevation points sufficient to show positive drainage away from all buildings.
 - A certification statement by a licensed professional engineer **and** surveyor, accompanied by their stamp and signature. Please contact the Planning Division to obtain the specific language that is required.
8. **Signage Not Included** - Approval of this site plan **does not include signage**. All signage for this site and building will be required to meet the Town of Parker Sign Code Chapter 13.09 and will require a separate sign permit application submittal.

Staff recommends that the Town Council approve the Salisbury North Park Phase 1 Site Plan and the associated Water Pipeline Easement Agreement, and the Sanitary Sewer Main Easement Agreement with PWSD.

FINANCIAL IMPACT

The Town will construct the water and sanitary sewer lines, and PWSD will provide ongoing maintenance of the lines. Funding to construct the water and sewer mains and Site Plan improvements is appropriated in the 2025 Parks, Recreation, and Open Space Fund.

STRATEGIC GOAL(S)



**SUPPORT AN
ACTIVE COMMUNITY**



**INNOVATE WITH
COLLABORATIVE
GOVERNANCE**



**DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH**

ATTACHMENTS

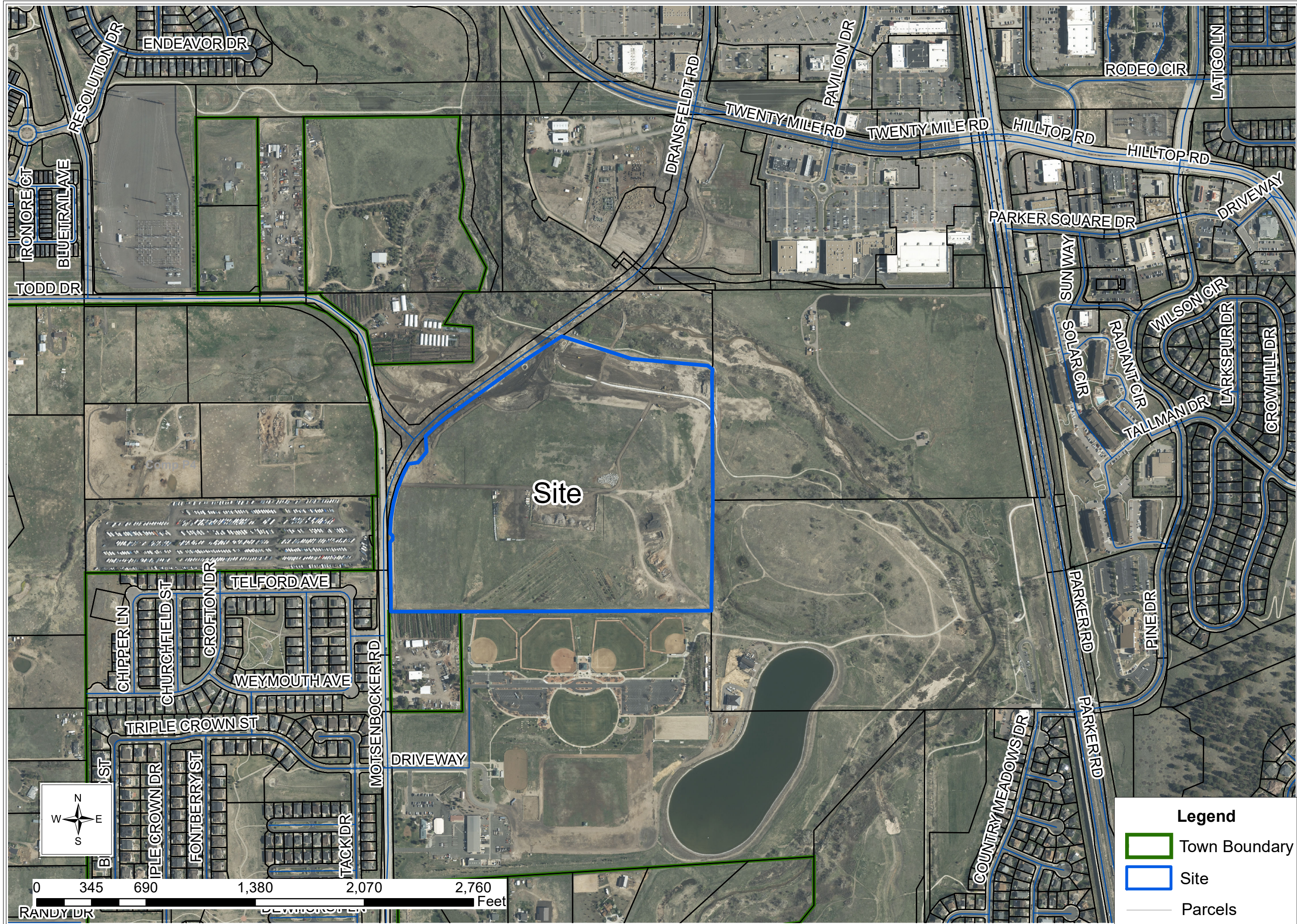
1. Vicinity Map
2. Ordinance No. 1.648
3. Ordinance No. 1.649
4. Salisbury Regional Park Site Plan
5. Site Plan Planning Commission Staff Report

RECOMMENDED MOTION

1. I move to approve Ordinance No. 1.648 on second reading.
2. I move to approve Ordinance No. 1.649 on second reading.
3. I move to approve the Salisbury Regional Park Expansion Phase 1 site plan, based on staff findings, with the conditions as contained in the staff report.

Salisbury Equestrian Park North

Site Plan



ORDINANCE NO. 1.648, Series of 2025

TITLE: A BILL FOR AN ORDINANCE CONVEYING CERTAIN REAL PROPERTY BY EASEMENT TO PARKER WATER AND SANITATION DISTRICT FOR LOT 1, SALISBURY NORTH MINOR DEVELOPMENT PLAT, 2nd AMENDMENT (SANITARY SEWER MAIN EASEMENT AGREEMENT)

WHEREAS, the Town Council of the Town of Parker desires to convey certain real property to Parker Water and Sanitation District for Lot 1, Salisbury North Minor Development Plat, 2nd Amendment; and

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

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

Section 1. The Town Council of the Town of Parker hereby approves the Sanitary Sewer Main Easement Agreement by the Town of Parker conveying certain property to Parker Water and Sanitation District for Lot 1, Salisbury North Minor Development Plat, 2nd Amendment, which is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to execute the Easement Agreement on behalf of the Town.

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

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

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

INTRODUCED AND PASSED ON FIRST READING this _____ day of _____, 2025.

Joshua Rivero, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this _____ day of _____, 2025.

Joshua Rivero, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Jamie Wynn, Town Attorney

EXHIBIT 1

SANITARY SEWER MAIN EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is dated this ____ day of _____, 2025, by THE TOWN OF PARKER, COLORADO (hereafter referred to as “Grantor”), having an address at 20120 E. Mainstreet, Parker, Colorado 80138, and THE PARKER WATER AND SANITATION DISTRICT (hereafter referred to as “Grantee”), a Colorado special district and political subdivision, having an address at 13939 Ancestry Drive, Parker, Colorado 80134(each a “Party” and collectively the “Parties”).

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

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

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

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

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

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

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

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

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

4. Grantor's Covenants. Grantor covenants and agrees that during the term of this Easement Agreement it shall not plant within or allow to grow into the Easement Property any trees, bushes or other planted material that would interfere with the Grantee's use of the Easement Property, and that it shall not construct any buildings or other improvements within, over or upon the Easement Property without the prior written permission of the Grantee.

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

6. Miscellaneous.

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

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

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

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

GRANTOR:

Town of Parker, Colorado

By: _____
Joshua Rivero, Mayor

ATTEST:

By: _____
Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Town Attorney's Office

GRANTEE:

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

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

ATTEST:

By: _____
Lisa Sindall, Engineering Coordinator

**EXHIBIT A
LEGAL DESCRIPTION**

THAT CERTAIN PORTION OF LOT 1, SALISBURY NORTH MINOR DEVELOPMENT PLAT, 2ND AMENDMENT, IN THE TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO, PER PLAT RECORDED JULY 9, 2024 AT RECEPTION NO. 2024028356, IN THE OFFICIAL RECORDS OF SAID COUNTY, LYING WITHIN THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 6 SOUTH, RANGE 66 WEST, 6TH PRINCIPAL MERIDIAN, SAID TOWN, COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 27, WHENCE THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 27 BEARS SOUTH 00°21'46" WEST, A DISTANCE OF 2648.99 FEET WITH ALL BEARINGS HEREIN BEING REFERENCED TO SAID WEST LINE;

THENCE SOUTH 35°20'52" EAST, A DISTANCE OF 800.60 FEET TO A POINT ON THE SOUTHERLY LINE OF THE 30.00 FOOT WIDE NON-EXCLUSIVE EASEMENT AS DESCRIBED IN THE DOCUMENT RECORDED MAY 16, 2023 AT RECEPTION NO. 2023020635 IN SAID OFFICIAL RECORDS AND THE **POINT OF BEGINNING**;

THENCE ALONG SAID SOUTHERLY LINE, SOUTH 84°14'36" EAST, A DISTANCE OF 30.00 FEET;

THENCE DEPARTING SAID SOUTHERLY LINE, SOUTH 05°42'38" WEST, A DISTANCE OF 304.27 FEET;

THENCE SOUTH 20°55'07" EAST, A DISTANCE OF 191.59 FEET;

THENCE SOUTH 00°55'00" WEST, A DISTANCE OF 320.01 FEET;

THENCE SOUTH 00°00'40" WEST, A DISTANCE OF 179.94 FEET;

THENCE NORTH 89°47'08" WEST, A DISTANCE OF 30.00 FEET;

THENCE NORTH 00°00'40" EAST, A DISTANCE OF 180.08 FEET;

THENCE NORTH 00°55'00" EAST, A DISTANCE OF 309.27 FEET;

THENCE SOUTH 88°09'32" WEST, A DISTANCE OF 139.69 FEET;

THENCE NORTH 01°50'28" WEST, A DISTANCE OF 30.00 FEET;

THENCE NORTH 88°09'32" EAST, A DISTANCE OF 131.36 FEET;

THENCE NORTH 20°55'07" WEST, A DISTANCE OF 166.65 FEET;

THENCE NORTH 05°42'38" EAST, A DISTANCE OF 311.40 FEET TO THE **POINT OF BEGINNING**.

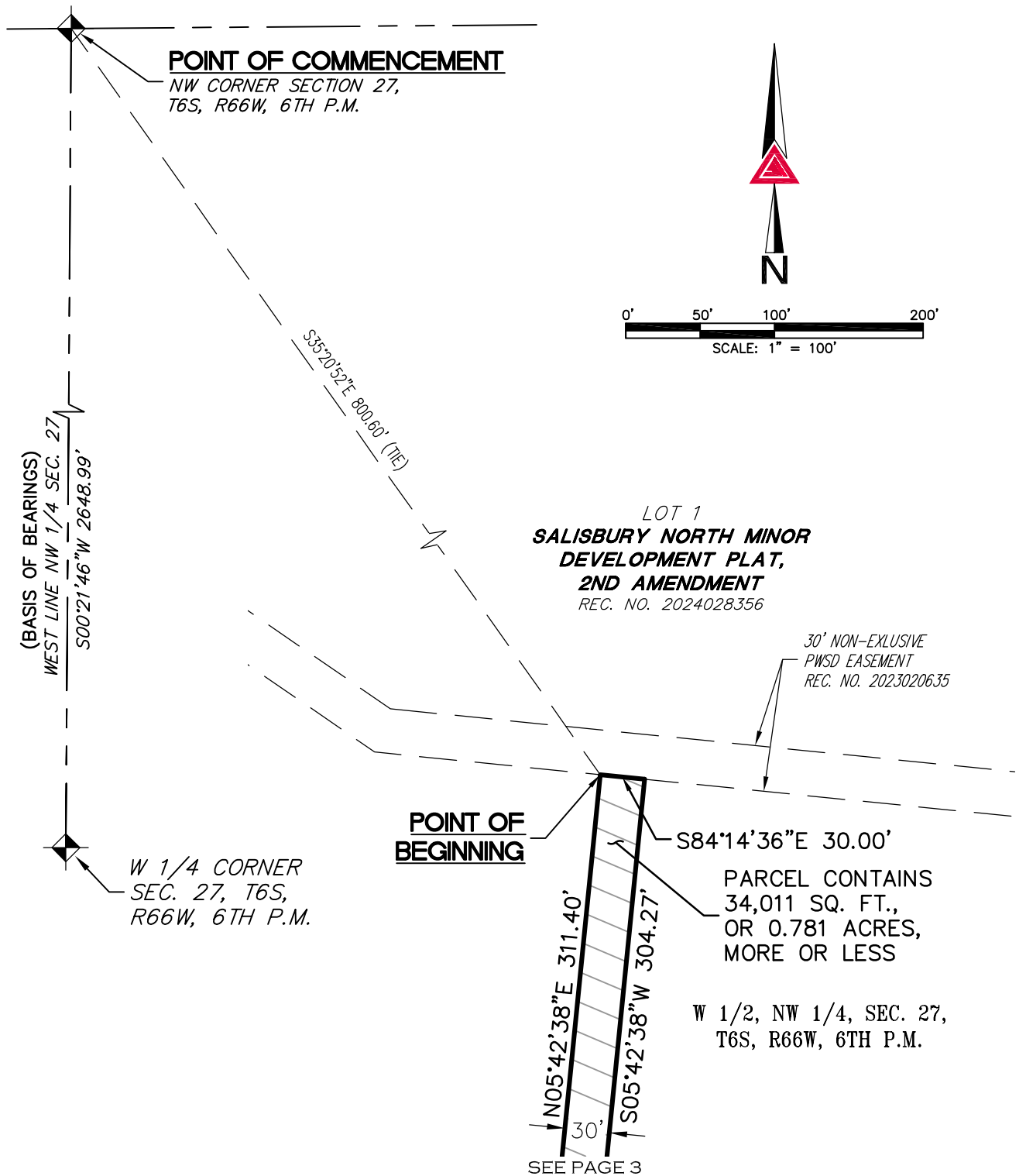
CONTAINING AN AREA OF 34,011 SQUARE FEET OR 0.781 ACRES, MORE OR LESS.

ILLUSTRATION ATTACHED AND MADE A PART HEREOF.

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



ILLUSTRATION TO EXHIBIT A



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



AZTEC
CONSULTANTS, INC.

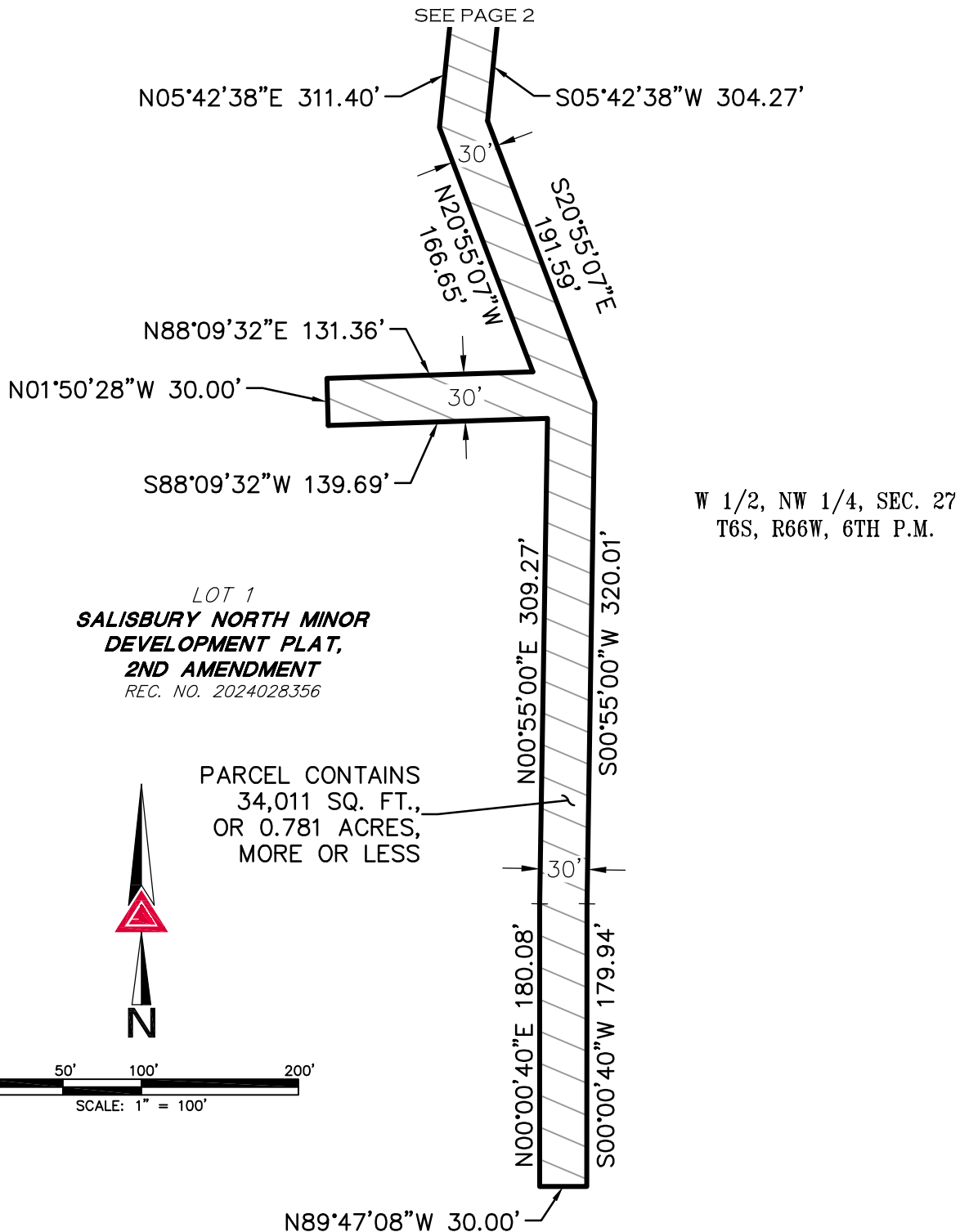
300 East Mineral Ave. Suite 1
Littleton, Colorado 80122
Phone: (303)713-1898
Fax: (303)713-1897
www.aztecconsultants.com

SANITARY SEWER EASEMENT

SALISBURY NORTH
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO

PATH: Q:\24925-03 - SALISBURY NORTH EASEMENTS\DWG\EXHIBITS\PWSO SANITARY SEWER ESMT.DWG
JOB NUMBER: 24925-03 DATE: 04/25/2025 DWG: RDS CHK: KDS 2 OF 3 PAGES

ILLUSTRATION TO EXHIBIT A



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



AZTEC
CONSULTANTS, INC.

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

SANITARY SEWER EASEMENT

SALISBURY NORTH
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO

PATH: Q:\24925-03 - SALISBURY NORTH EASEMENTS\DWG\EXHIBITS\PWSD SANITARY SEWER ESMT.DWG
JOB NUMBER: 24925-03 DATE: 04/25/2025 DWG: RDS CHK: KDS 3 OF 3 PAGES

ORDINANCE NO. 1.649, Series of 2025

TITLE: A BILL FOR AN ORDINANCE CONVEYING CERTAIN REAL PROPERTY BY EASEMENT TO PARKER WATER AND SANITATION DISTRICT FOR LOT 1, SALISBURY NORTH MINOR DEVELOPMENT PLAT, 2nd AMENDMENT (WATER PIPELINE EASEMENT)

WHEREAS, the Town Council of the Town of Parker desires to convey certain real property to Parker Water and Sanitation District for Lot 1, Salisbury North Minor Development Plat, 2nd Amendment; and

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

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

Section 1. The Town Council of the Town of Parker hereby approves the Water Pipeline Easement Agreement by the Town of Parker conveying certain property to Parker Water and Sanitation District for Lot 1, Salisbury North Minor Development Plat, 2nd Amendment, which is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to execute the Easement Agreement on behalf of the Town.

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

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

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

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2025.

Joshua Rivero, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2025.

Joshua Rivero, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Jamie Wynn, Town Attorney

EXHIBIT 1

WATER PIPELINE EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is dated this _____ day of _____, 2025, by THE TOWN OF PARKER, COLORADO (hereafter referred to as "Grantor"), having an address at 20120 E. Mainstreet, Parker, Colorado 80138, and THE PARKER WATER AND SANITATION DISTRICT (hereafter referred to as "Grantee"), a Colorado special district and political subdivision, having an address at 13939 Ancestry Drive, Parker, Colorado 80134.

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

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

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

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

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

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

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

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

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

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

5. Miscellaneous.

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

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

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

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

GRANTOR:

Town of Parker, Colorado

By: _____
Joshua Rivero, Mayor

ATTEST:

By: _____
Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Town Attorney's Office

GRANTEE:

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

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

ATTEST:

By: _____
Lisa Sindall, Engineering Coordinator

EXHIBIT A
LEGAL DESCRIPTION

THAT CERTAIN PORTION OF LOT 1, SALISBURY NORTH MINOR DEVELOPMENT PLAT, 2ND AMENDMENT, IN THE TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO, PER PLAT RECORDED JULY 9, 2024 AT RECEPTION NO. 2024028356, IN THE OFFICIAL RECORDS OF SAID COUNTY, LYING WITHIN THE NORTHWEST QUARTER OF SECTION 27 AND THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 6 SOUTH, RANGE 66 WEST, 6TH PRINCIPAL MERIDIAN, SAID TOWN, COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 27, WHENCE THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 28 BEARS SOUTH 00°21'46" WEST, A DISTANCE OF 2648.99 FEET WITH ALL BEARINGS HEREIN BEING REFERENCED TO SAID EAST LINE;

THENCE SOUTH 24°53'24" WEST, A DISTANCE OF 1095.29 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY OF MOTSENBOCKER ROAD, AS DEDICATED ON SAID PLAT AND THE **POINT OF BEGINNING**;

THENCE ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY, SOUTH 38°39'06" WEST, A DISTANCE OF 30.00 FEET;

THENCE DEPARTING SAID SOUTHEASTERLY RIGHT-OF-WAY, SOUTH 51°10'28" EAST, A DISTANCE OF 118.73 FEET;

THENCE SOUTH 38°39'04" WEST, A DISTANCE OF 37.78 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 249.50 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18°49'21", AN ARC LENGTH OF 81.96 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 238.50 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 57°28'24", AN ARC LENGTH OF 239.24 FEET;

THENCE TANGENT TO SAID CURVE, SOUTH 00°00'01" WEST, A DISTANCE OF 120.48 FEET;

THENCE NORTH 90°00'00" WEST, A DISTANCE OF 14.30 FEET;

THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 20.00 FEET;

THENCE NORTH 90°00'00" EAST, A DISTANCE OF 14.30 FEET;

THENCE SOUTH 00°00'01" WEST, A DISTANCE OF 30.32 FEET;

THENCE SOUTH 00°00'26" WEST, A DISTANCE OF 66.80 FEET;

THENCE SOUTH 11°37'10" WEST, A DISTANCE OF 172.99 FEET;

THENCE SOUTH 26°56'17" EAST, A DISTANCE OF 89.92 FEET;

THENCE SOUTH 55°42'38" EAST, A DISTANCE OF 79.96 FEET;

THENCE NORTH 90°00'00" EAST, A DISTANCE OF 593.36 FEET;

THENCE NORTH 00°00'00" EAST, A DISTANCE OF 297.62 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 10.00 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89°59'35", AN ARC LENGTH OF 15.71 FEET;

THENCE TANGENT TO SAID CURVE, NORTH 89°59'35" EAST, A DISTANCE OF 696.01 FEET;

THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 10.00 FEET;

THENCE NORTH 90°00'00" EAST, A DISTANCE OF 20.00 FEET;

THENCE NORTH 00°00'00" EAST, A DISTANCE OF 10.00 FEET;

THENCE NORTH 89°59'35" EAST, A DISTANCE OF 467.19 FEET;

THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 366.13 FEET;

THENCE SOUTH 19°34'06" EAST, A DISTANCE OF 129.16 FEET;

THENCE SOUTH 02°25'17" WEST, A DISTANCE OF 31.71 FEET;

THENCE SOUTH 87°34'43" EAST, A DISTANCE OF 30.00 FEET;

THENCE NORTH 02°25'17" EAST, A DISTANCE OF 37.54 FEET;

THENCE NORTH 19°34'06" WEST, A DISTANCE OF 129.82 FEET;

THENCE NORTH 00°00'00" EAST, A DISTANCE OF 389.80 FEET;

THENCE NORTH 45°00'00" WEST, A DISTANCE OF 7.15 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 723.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 82°15'27" WEST;

THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16°25'00", AN ARC LENGTH OF 207.16 FEET;

THENCE NON-TANGENT TO SAID CURVE, SOUTH 67°30'31" WEST, A DISTANCE OF 39.78 FEET;

THENCE SOUTH 22°30'00" EAST, A DISTANCE OF 20.00 FEET;

THENCE NORTH 67°30'31" EAST, A DISTANCE OF 10.09 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 693.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 67°25'21" WEST;

THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14°49'25", AN ARC LENGTH OF 179.29 FEET;

THENCE TANGENT TO SAID CURVE, SOUTH 89°59'35" WEST, A DISTANCE OF 1,178.39 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 10.00 FEET;

THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'25", AN ARC LENGTH OF 15.71 FEET;

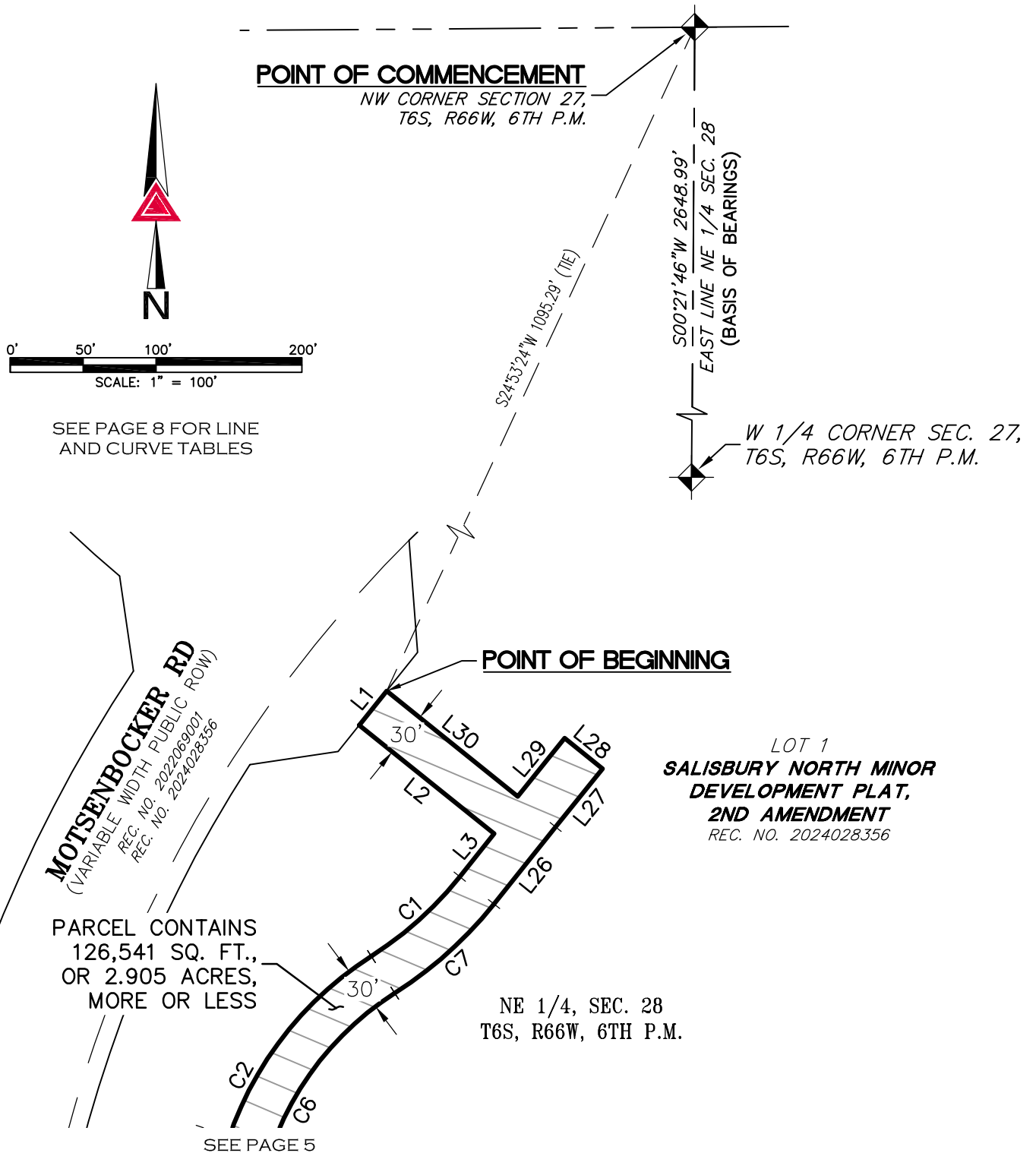
THENCE TANGENT TO SAID CURVE, NORTH 00°00'00" EAST, A DISTANCE OF 213.16 FEET;

THENCE NORTH 90°00'00" WEST, A DISTANCE OF 30.00 FEET;
THENCE SOUTH 00°00'00" WEST, A DISTANCE OF 530.78 FEET;
THENCE NORTH 90°00'00" WEST, A DISTANCE OF 507.00 FEET;
THENCE NORTH 00°00'00" EAST, A DISTANCE OF 5.00 FEET;
THENCE NORTH 90°00'00" WEST, A DISTANCE OF 20.00 FEET;
THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 5.00 FEET;
THENCE NORTH 90°00'00" WEST, A DISTANCE OF 27.10 FEET;
THENCE NORTH 55°42'38" WEST, A DISTANCE OF 64.04 FEET;
THENCE NORTH 26°35'30" WEST, A DISTANCE OF 70.75 FEET;
THENCE NORTH 11°37'10" EAST, A DISTANCE OF 165.65 FEET;
THENCE NORTH 00°00'26" EAST, A DISTANCE OF 69.85 FEET;
THENCE NORTH 00°00'01" EAST, A DISTANCE OF 170.80 FEET TO THE BEGINNING OF A
TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 208.50 FEET;
THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 57°28'24", AN
ARC LENGTH OF 209.15 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE
NORTHWESTERLY HAVING A RADIUS OF 279.50 FEET;
THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18°49'21", AN
ARC LENGTH OF 91.82 FEET;
THENCE TANGENT TO SAID CURVE, NORTH 38°39'04" EAST, A DISTANCE OF 67.69 FEET;
THENCE NORTH 38°49'32" EAST, A DISTANCE OF 51.31 FEET;
THENCE NORTH 51°10'28" WEST, A DISTANCE OF 33.37 FEET;
THENCE SOUTH 38°49'32" WEST, A DISTANCE OF 51.31 FEET;
THENCE NORTH 51°10'28" WEST, A DISTANCE OF 115.35 FEET TO THE **POINT OF BEGINNING**.
CONTAINING AN AREA OF 126,541 SQUARE FEET OR 2.905 ACRES, MORE OR LESS.
ILLUSTRATION ATTACHED AND MADE A PART HEREOF.

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



ILLUSTRATION TO EXHIBIT A



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



AZTEC
CONSULTANTS, INC.

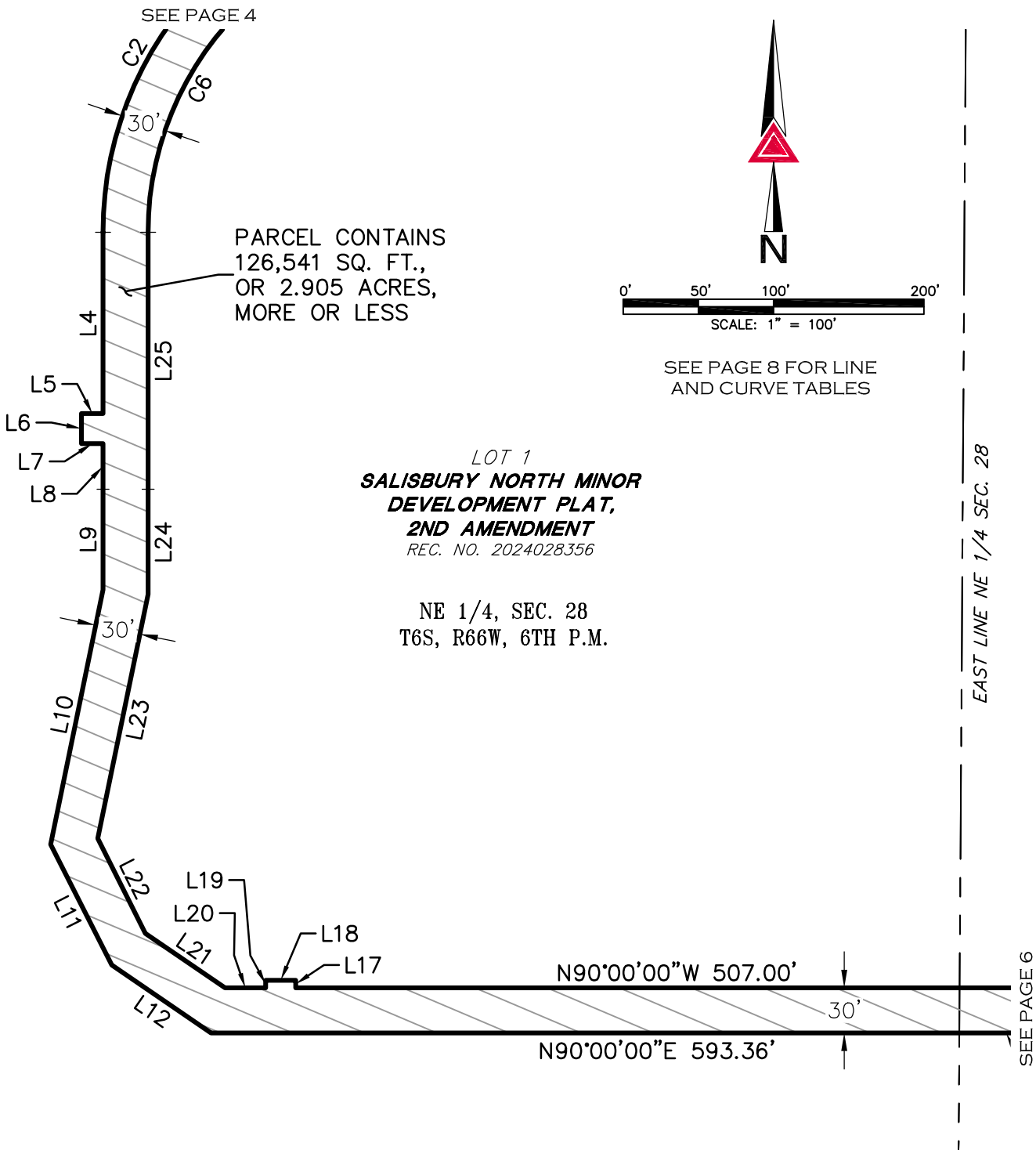
300 East Mineral Ave. Suite 1
Littleton, Colorado 80122
Phone: (303)713-1898
Fax: (303)713-1897
www.aztecconsultants.com

WATER EASEMENT

SALISBURY NORTH
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO

PATH: Q:\24925-03 - SALISBURY NORTH EASEMENTS\DWG\EXHIBITS\PWSD WATER ESMT.DWG
JOB NUMBER: 24925-03 DATE: 04/25/2025 DWG: RDS CHK: KDS 4 OF 8 PAGES

ILLUSTRATION TO EXHIBIT A



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



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

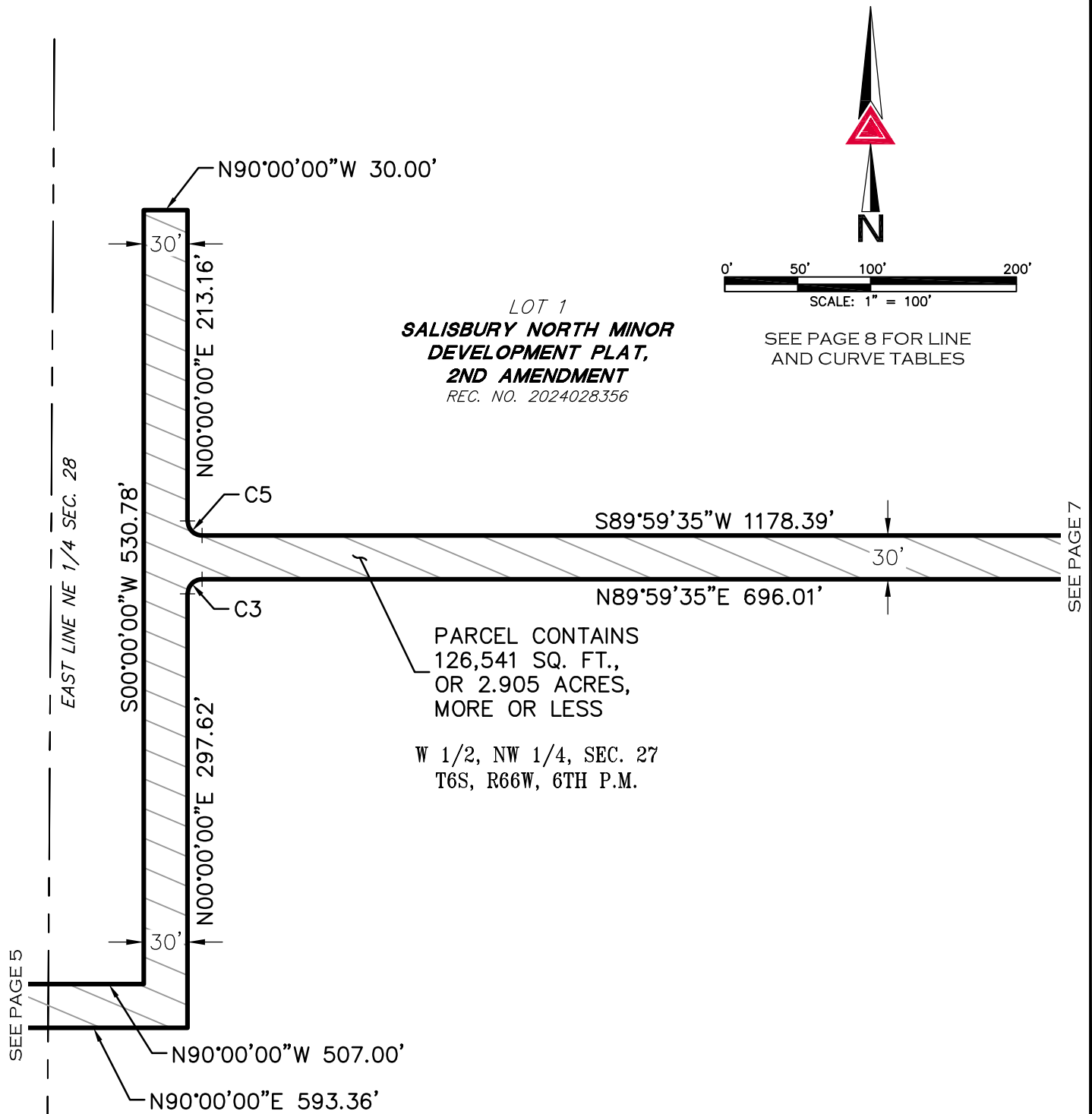
WATER EASEMENT

SALISBURY NORTH
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO

PATH: Q:\24925-03 - SALISBURY NORTH EASEMENTS\DWG\EXHIBITS\PWSD WATER ESMT.DWG

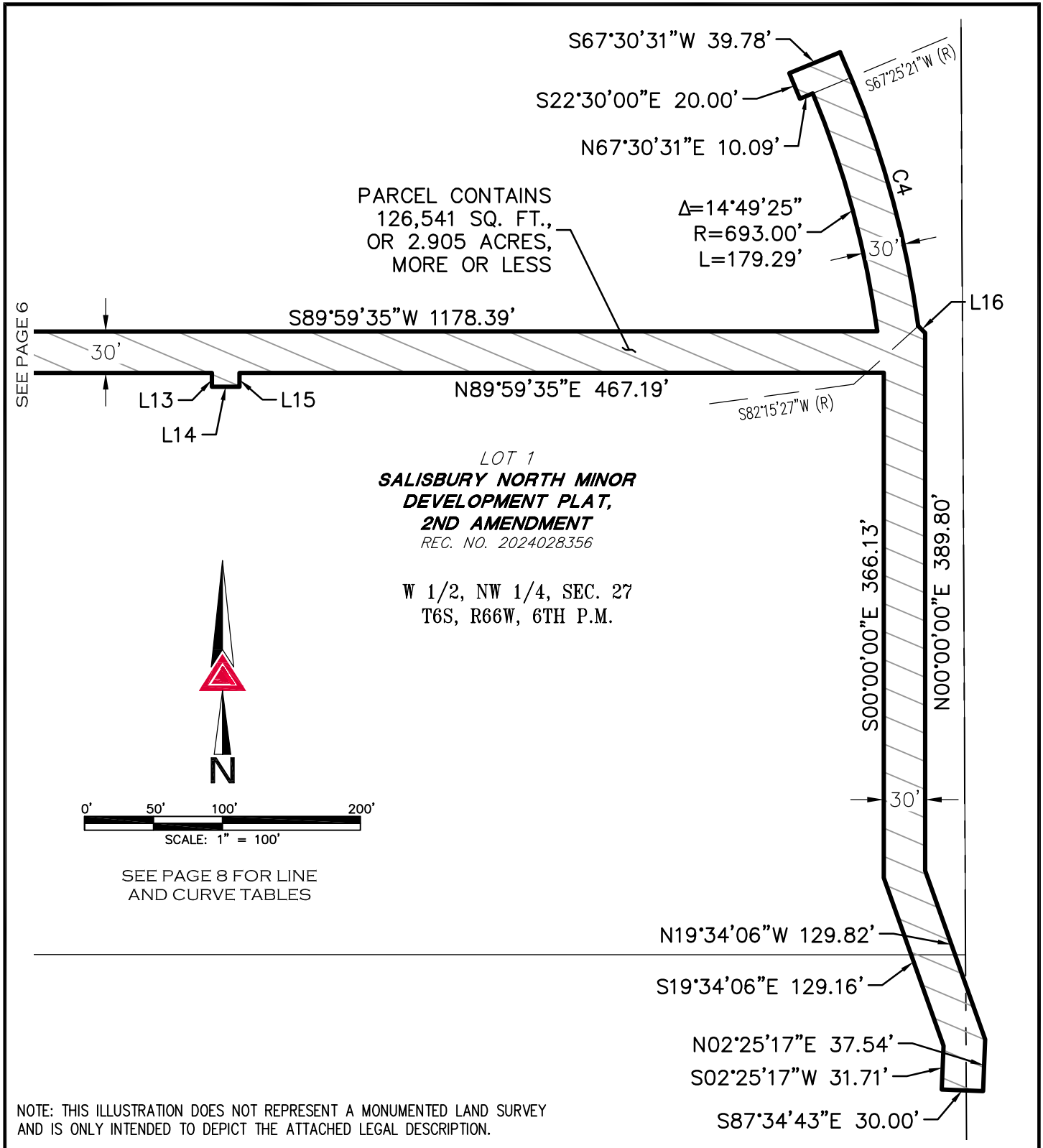
JOB NUMBER: 24925-03 DATE: 04/25/2025 DWG: RDS CHK: KDS 5 OF 8 PAGES

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



WATER EASEMENT

SALISBURY NORTH

TOWN OF PARKER, DOUGLAS COUNTY, COLORADO

ILLUSTRATION TO EXHIBIT A

LINE TABLE			LINE TABLE		
LINE	BEARING	LENGTH	LINE	BEARING	LENGTH
L1	S38°39'06"W	30.00'	L16	N45°00'00"W	7.15'
L2	S51°10'28"E	118.73'	L17	N00°00'00"E	5.00'
L3	S38°39'04"W	37.78'	L18	N90°00'00"W	20.00'
L4	S00°00'01"W	120.48'	L19	S00°00'00"E	5.00'
L5	N90°00'00"W	14.30'	L20	N90°00'00"W	27.10'
L6	S00°00'00"E	20.00'	L21	N55°42'38"W	64.04'
L7	N90°00'00"E	14.30'	L22	N26°35'30"W	70.75'
L8	S00°00'01"W	30.32'	L23	N11°37'10"E	165.65'
L9	S00°00'26"W	66.80'	L24	N00°00'26"E	69.85'
L10	S11°37'10"W	172.99'	L25	N00°00'01"E	170.80'
L11	S26°56'17"E	89.92'	L26	N38°39'04"E	67.69'
L12	S55°42'38"E	79.96'	L27	N38°49'32"E	51.31'
L13	S00°00'00"E	10.00'	L28	N51°10'28"W	33.37'
L14	N90°00'00"E	20.00'	L29	S38°49'32"W	51.31'
L15	N00°00'00"E	10.00'	L30	N51°10'28"W	115.35'

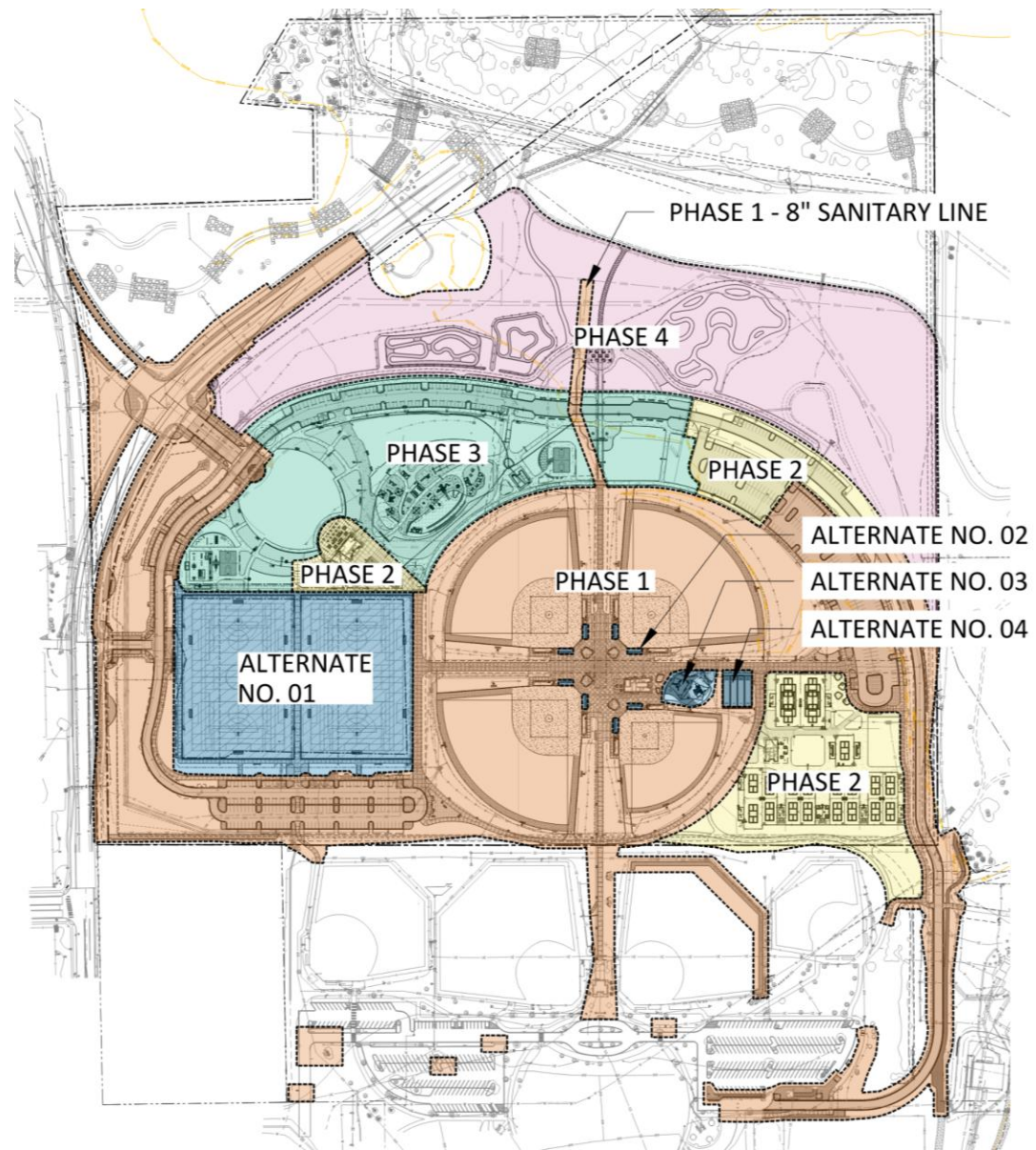
CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	18°49'21"	249.50'	81.96'
C2	57°28'24"	238.50'	239.24'
C3	89°59'35"	10.00'	15.71'
C4	16°25'00"	723.00'	207.16'
C5	90°00'25"	10.00'	15.71'
C6	57°28'24"	208.50'	209.15'
C7	18°49'21"	279.50'	91.82'

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

Site Plan



Phasing Plan





PARKS, RECREATION AND OPEN SPACE



PARKS, RECREATION AND OPEN SPACE





Planning Commission Staff Report

Planning Commission Date: 6/26/2025

Town Council Date: 7/7/2025

Hearing Type: Public Hearing
Salisbury North MDP F1 AMD2 L1 Park Expansion
Phase 1 – Site Plan
TRAKiT No(s): SP24-0124

Location: The site is located on the west side of Motsenbocker Road, north of Hess Road.

Project Planner: Stacey Nerger, Planner

Applicant: Town of Parker – Brett Collins, Parks, Recreation and Open Space Department

Executive Summary: The applicant, the Town of Parker, is proposing Phase 1 of an expansion to Salisbury Regional Park to include baseball fields, multipurpose fields, restrooms, landscaping, park amenities and parking. The site is located on the west side of Motsenbocker Road north of Hess Road.

Staff Recommendation: Approval with Conditions

RECOMMENDED MOTION

“I move the Planning Commission recommend Town Council approve the Salisbury North MDP Filing No. 1 Amendment 2, Lot 1 Park Expansion Phase 1, subject to the following conditions:”

1. **Approved Site Plan** - The Site Plan exhibit, building elevations exhibit and landscape plan exhibit **stamped ‘Final Document’ on June 17, 2025** shall be the approved plans.
2. **Approved Construction Plan Documents** - The construction plan documents signed by Engineering, the water and sanitation district and Fire Life Safety, shall be the approved construction plans.
3. **Approval Expiration** - This approval has been based upon the review of information submitted to our office as part of your request for an administrative site plan approval and **SHALL REMAIN IN EFFECT FOR FIFTEEN (15) MONTHS FROM THE DATE OF THIS APPROVAL LETTER**. If a Grading Permit or Building Permit is not obtained within fifteen months, this approval becomes null and void. The Community Development Director, upon written request, may grant a one hundred eighty

(180) day extension.

4. **Prairie Dog Certification Required** - A Certification of Compliance with Municipal Code Section 13.08.040(e) Prairie Dog Management is required prior to issuance of a Grading Permit and the start of any work on the site.
5. **Permits Required** - It is the applicant's responsibility to acquire all required permits prior to starting work on the site including Grading Permits, Building Permits and Electrical Permits.
6. **Screening of Mechanical Equipment and Utility Boxes Required** - All **MECHANICAL EQUIPMENT SHALL BE FULLY SCREENED** with permanent material and painted to match the building color. All rooftop vents and other appurtenances shall be painted to match the roof or building color to minimize their visual impact. All rooftop mechanical, vents or appurtenances, which are not shown on the approved plans may require additional conditions for screening as determined by the Town.
 - Above ground on-site utilities for the provision of service to nonresidential use(s) may not be located in the front-yard between the building and the public or private street and can only be located in a rear-yard or side-yard. Any above ground **UTILITY EQUIPMENT SHALL BE SCREENED** with landscaping or a screening wall in coordination with the utility company. Where utility meters and connections are attached to the building they shall be located away from the public realm to the greatest extent possible and be painted to match the building. Location of all utility equipment shall be reviewed and approved by the Community Development Department prior to installation. Any deviation from this standard may result in the relocation of the equipment.
7. **Final Grading Certificate Required** - The Town requires the submittal of a Final Grading Certificate as a *prerequisite to obtaining a Certificate of Occupancy or Temporary Certificate of Occupancy*;
 - An as-built drawing of the individual lot which indicates the finished floor elevation(s), and finished grade site elevation points sufficient to show positive drainage away from all buildings.
 - A certification statement by a licensed professional engineer **and** surveyor, accompanied by their stamp and signature. Please contact the Planning Division to obtain the specific language that is required.
8. **Signage Not Included** - Approval of this site plan **DOES NOT INCLUDE SIGNAGE**. All signage for this site and building will be required to meet the Town of Parker Sign Code Chapter 13.09 and will require a separate sign permit application submittal.

ALTERNATIVE MOTIONS

"I move the Planning Commission recommend Town Council approve the Salisbury North MDP Filing No. 1 Amendment 2, Lot 1 Park Expansion Phase 1."

"I move the Planning Commission recommend Town Council deny the Salisbury North MDP Filing No. 1 Amendment 2, Lot 1 Park Expansion Phase 1 as the request does not meet the following approval criteria:"

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

“I move the Planning Commission vote to continue the Salisbury North MDP Filing No. 1 Amendment 2, Lot 1 Park Expansion Phase 1 to a future date.”

I. BACKGROUND/DISCUSSION

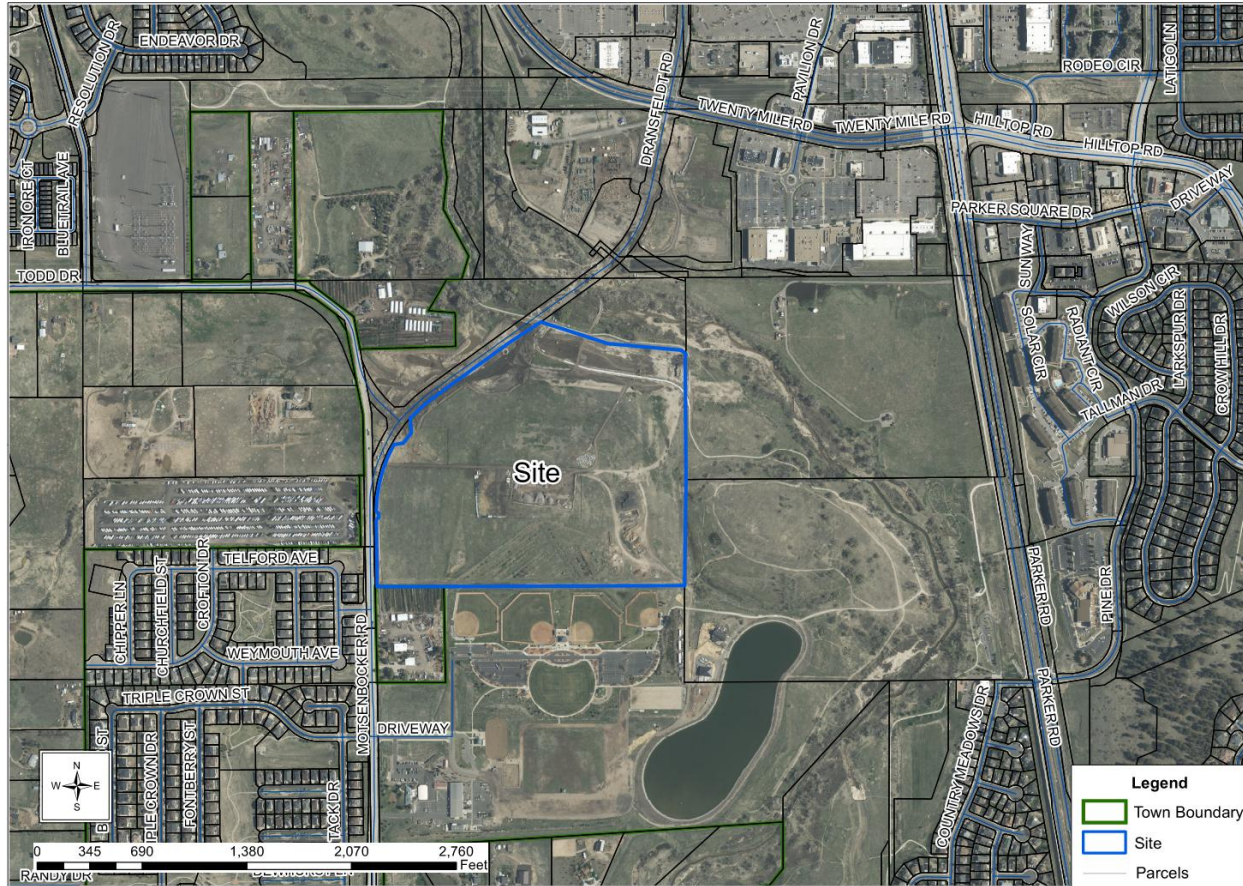
The Town is proposing a Site Plan to add an additional 44.84 acres of developed park land to the north of the existing Salisbury Regional Park. The proposed development of Salisbury Regional Park has been contemplated by the Town since the adoption of the Salisbury Park Master Plan in 2014. The full development of the property, called Salisbury Park North, will be constructed in phases and will take several years to complete. The full construction of the park will include baseball/softball fields, multi-use fields, tennis courts, pickleball courts, a playground, bike park, decorative garden and several buildings with restrooms, storage and concessions.

The Site Plan proposes the first phase of development which will construct:

- four (4) lighted baseball/softball fields with a pedestrian promenade, restrooms and food truck parking,
- two (2) lighted multi-use fields,
- required parking,
- landscaping,
- decorative garden,
- community hub pavilion with restrooms,.

Site plan applications are typically reviewed and processed administratively. However, pursuant to Section 13.03.040 (p) of the Parker Municipal Code, site plan applications for public facilities owned by the Town are required to be scheduled for public hearings. Therefore, the Salisbury North Park Expansion requires a public hearing before both the Planning Commission and Town Council.

Vicinity Map



II. PRIOR ACTIONS

Date	Action
December 7, 2009	The property was Annexed into the Town of Parker and zoned PF- Public Facilities.
December 7, 2009	The Salisbury North Minor Development Plat was approved.
October 14, 2022	The Salisbury North Minor Development Plat First Amendment was approved.
June 26, 2024	The Salisbury North Minor Development Plat Second Amendment was approved.

III. CURRENT SITE DATA

Existing Zoning	Public Facilities District
Overlay District	N/A
PD & Plan Area	PF- Public Facilities District
Master Plan Area	Medium Density Residential

Site Acreage		44.84 acres	
Subdivision		Salisbury North Minor Development Plat	
Existing Use		Vacant	
Surrounding Uses			
	Master Plan Land Use	Zoning	Existing Use
North	Medium Density Residential and Central Commercial	Douglas County Zoning, Open Space and Regional Commercial	Nursery in the County, future Dransfedlt Road and Flatacres Marketplace Commercial Area.
South	Medium Density Residential	Public Facilities District	Existing Salisbury Equestrian Park.
East	Medium Density Residential	Public Facilities District and Agriculture	Cherry Creek Floodplain, open space and KOA Tower.
West	Medium Density Residential	PD - Planned Development and Douglas County Zoning	Outdoor Storage and agricultural land within the County and Salisbury Heights Residential Development in Town.

IV. PARKER 2035 MASTER PLAN

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

MASTER PLAN CONSISTENCY	
Master Plan Designation	Medium Density Residential ☒ Consistent ☐ Inconsistent
Master Plan Character Discussion	Medium Density Residential: Consists of an overall gross density of 3.5 dwelling units per acre. Higher densities for housing for older adults may be considered as long as impacts are comparable to other uses permitted within this Character Area. Other community assets such as places of worship, schools and parks are appropriate in residential areas.
Consistent Goals/Strategies	Land Use 1.A Land Use 1.B Land Use 1.D Land Use 1.E Land Use 1.H Land Use 1.I Open Space and Recreation 1
Inconsistent Goals/Strategies	None
Staff Analysis	The subject property is located within the Medium Density Residential Character Area as designated by the Parker 2035 Master Plan.

	The Medium Density Residential Character Areas of the Town are the building blocks of a community. Although they focus primarily on residential uses, other community assets such as parks are a needed component. The proposed Site Plan to expand the existing Salisbury Regional Park with an additional approximately 44 acres of regional park space is consistent with the specific Goals/ Strategies of the Master Plan for the following reasons: it will encourage of balance of land uses that support a high quality of life and it will help provide adequate parks and recreational facilities to serve the needs of the community. In addition, this plan implements strategic actions regarding Salisbury Regional Park within the Town's Parks Recreation and Open Space Plan. Based on this analysis, staff has determined that the request is consistent with the Parker 2035 Master Plan.
--	--

LAND DEVELOPMENT ORDINANCE

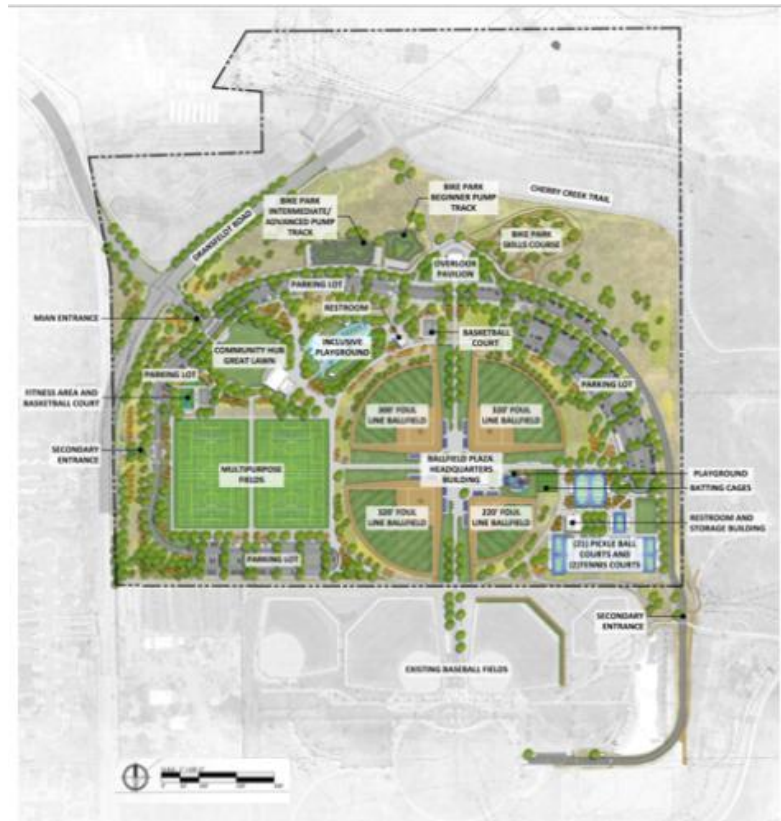
ZONING CONSISTENCY (Site Plan)			
Provisions	Existing/Required	Proposed	Analysis
Setbacks	Front – 10 feet Side – 10 feet Rear – 10 feet	Front – 1060 feet Side – 358 feet Rear – 383 feet	☒ Consistent ☐ Inconsistent ☐ N/A
Density	N/A	N/A	☐ Consistent ☐ Inconsistent ☒ N/A
Height/Stories	45 feet		☒ Consistent ☐ Inconsistent ☐ N/A
Lot Size	None	44.84 acres	☒ Consistent ☐ Inconsistent ☐ N/A
Lot Coverage	None	N/A	☐ Consistent ☐ Inconsistent ☒ N/A
Landscaping	Title 13.06.070	1,064,722 square feet or 54.5%	☒ Consistent ☐ Inconsistent

			☐ N/A
Off-Street Parking	Title 13.06.050	334 parking spaces	☒ Consistent ☐ Inconsistent ☐ N/A
Staff Analysis	This site plan meets or exceeds the zoning and Land Development Ordinance requirements.		

V. DESIGN REVIEW

The application is subject to the Land Development Ordinance and the Development Design Standards. The layout of the park, parking, park amenities, landscaping, and architecture were all analyzed based on these guidelines.

The full build out of the park will add additional park amenities meeting and exceeding the Town's requirements for park development. Phase one will include several fields, parking, landscaping and one building. The proposed building is architecturally compatible with the existing buildings at Salisbury Regional Park and meet the design standards as outlined by the Town code.





After review and analysis, Staff has determined that all elements of the Land Development Ordinance and the Development Design Standards have been satisfied for the proposed development.

VI. ACCESS, CIRCULATION & TRAFFIC ANALYSIS

Vehicular Access

Vehicular access to the property will be provided along Motsenbocker Road. The existing Salisbury Regional Park access will remain with additional access to the expanded park on the north side through new access on Motsenbocker Road. The existing Salisbury Park and the expansion will be interconnected. The newly constructed Dransfeldt Road extension will allow additional access from the north to the proposed park expansion.

Pedestrian & Bicycle Access

Pedestrian and bicycle access will be provided along Motsenbocker Road and through trail connections along the Cherry Creek Trail.

VII. SUMMARY REFERRAL AGENCY COMMENTS AND CONDITIONS

Agency	Comments
Parker Engineering	Approved
Fire Life Safety	Approved
Douglas County Planning and Engineering	No Comment
Douglas County School District	No Comment
Parker Water & Sanitation District	PWSD has no further comments on the plans for phase 1.
Cherry Creek Basin Water Quality Authority	The Authority confirms receipt of the referral and will assume compliance with post construction requirements
Urban Drainage	No Comment
Xcel	The applicant shall reach out to Xcel for any new services needed.

IREA	The applicant will be required to meet CORE's clearance and metering requirements, see attached CORE documents.
CenturyLink	No Comment
Parker Building Division	Building permits will be required. Please reach out to the Building Division for permits.
Comcast	No Comment
Parker Police	No Comment

VIII. CONCLUSION

The proposal to construct phase one of the Salisbury North Park will add additional amenities to the Salisbury Regional Park that has been contemplated by the Town since the adoption of the Salisbury Park Master Plan in 2014. Per the Town of Parker Land Development Ordinance, any non-residential development must receive Site Plan or Site Plan Amendment approval to ensure that certain Town criteria are met. This Site Plan approval is required prior to construction. Review criteria include satisfaction of setbacks, heights, parking, landscaping, density, layout, architecture, all Public Work/Engineering requirements, and sufficient responses to all other referral agencies. Site Plans are generally administratively reviewed, however, since Salisbury Regional Park is on Town owned property, public hearings before Planning Commission and Town Council are required. After careful review and analysis, the staff has determined that the proposed application has satisfied all requirements for a Site Plan within the Town of Parker. Staff recommends that the Planning Commission approve the proposed Site Plan.

IX. RECOMMENDED CONDITIONS

1. **Approved Site Plan** - The Site Plan exhibit, building elevations exhibit and landscape plan exhibit **stamped 'Final Document' on June 17, 2025** shall be the approved plans.
2. **Approved Construction Plan Documents** - The construction plan documents signed by Engineering, the water and sanitation district and Fire Life Safety, shall be the approved construction plans.
3. **Approval Expiration** - This approval has been based upon the review of information submitted to our office as part of your request for an administrative site plan approval and **SHALL REMAIN IN EFFECT FOR FIFTEEN (15) MONTHS FROM THE DATE OF THIS APPROVAL LETTER**. If a Grading Permit or Building Permit is not obtained within fifteen months, this approval becomes null and void. The Community Development Director, upon written request, may grant a one hundred eighty (180) day extension.
4. **Prairie Dog Certification Required** - A Certification of Compliance with Municipal Code Section 13.08.040(e) Prairie Dog Management is required prior to issuance of a Grading Permit and the start of any work on the site.
5. **Permits Required** - It is the applicant's responsibility to acquire all required permits prior to starting work on the site including Grading Permits, Building Permits and Electrical Permits.
6. **Screening of Mechanical Equipment and Utility Boxes Required** - All **MECHANICAL EQUIPMENT SHALL BE FULLY SCREENED** with permanent material and painted to match the

building color. All rooftop vents and other appurtenances shall be painted to match the roof or building color to minimize their visual impact. All rooftop mechanical, vents or appurtenances, which are not shown on the approved plans may require additional conditions for screening as determined by the Town.

- Above ground on-site utilities for the provision of service to nonresidential use(s) may not be located in the front-yard between the building and the public or private street and can only be located in a rear-yard or side-yard. Any above ground **UTILITY EQUIPMENT SHALL BE SCREENED** with landscaping or a screening wall in coordination with the utility company. Where utility meters and connections are attached to the building they shall be located away from the public realm to the greatest extent possible and be painted to match the building. Location of all utility equipment shall be reviewed and approved by the Community Development Department prior to installation. Any deviation from this standard may result in the relocation of the equipment.
7. **Final Grading Certificate Required** - The Town requires the submittal of a Final Grading Certificate as a *prerequisite to obtaining a Certificate of Occupancy or Temporary Certificate of Occupancy*;
- An as-built drawing of the individual lot which indicates the finished floor elevation(s), and finished grade site elevation points sufficient to show positive drainage away from all buildings.
 - A certification statement by a licensed professional engineer **and** surveyor, accompanied by their stamp and signature. Please contact the Planning Division to obtain the specific language that is required.
8. **Signage Not Included** - Approval of this site plan **DOES NOT INCLUDE SIGNAGE**. All signage for this site and building will be required to meet the Town of Parker Sign Code Chapter 13.09 and will require a separate sign permit application submittal.

X. ATTACHMENTS

Salisbury North Equestrian Park Site Plan Phase 1

Report Approved By: Bryce Matthews, Assistant Director - Planning