

TOWN OF PARKER COUNCIL AGENDA

July 21, 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. 7:00 P.M. – Call to Order Town Council Meeting and Roll Call

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

5. CONSENT AGENDA

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

A. *APPROVAL OF MINUTES - July 7, 2025*

B. *AMENDED AND RESTATED SUBDIVISION IMPROVEMENT AGREEMENT FOR TAN TERRA FILING NO. 1*

Department: Engineering and Public Works, Alex Mestdagh

- C. *ORDINANCE NO. 5.37.2 - First Reading*
A Bill for an Ordinance to Repeal Chapter 4.05 of the Parker Municipal Code Concerning Unclaimed Property
Department: Town Attorney, Kelsey Hall
Second Reading: August 4, 2025
- D. *ORDINANCE NO. 9.388 - First Reading*
A Bill for an Ordinance to Approve the Intergovernmental Agreement By and Between the Town of Parker and the Board of County Commissioners of Douglas County Regarding Responsibilities for and Maintenance of School Zone Speed Limit Sign Beacons on Jurisdictional Boundaries
Department: Engineering and Public Works, Chris Hudson
Second Reading: August 4, 2025
- E. *HILLTOP ROAD PROJECT*
Department: Engineering and Public Works, Chris Hudson
Second Reading: August 4, 2025
1. *ORDINANCE NO. 1.651 - First Reading*
A Bill for an Ordinance Accepting the Conveyance of Real Property from CORE Electric Cooperative for a Parcel Located on Lot 9, Parker Hilltop Square 1st Amendment for the Hilltop Road Project
2. *ORDINANCE NO. 1.652 - First Reading*
A Bill for an Ordinance to Approve the Public Sidewalk Easement Agreement By and Between CORE Electric Cooperative and the Town of Parker for a Parcel Located on Lot 9, Parker Hilltop Square 1st Amendment, for the Hilltop Road Project
- F. *BALLOT QUESTIONS FOR SPECIAL ELECTION*
Department: Town Attorney, Jamie Wynn
Second Reading: August 4, 2025
1. *ORDINANCE NO. 1.653 - First Reading*
A Bill for an Ordinance Submitting a Ballot Question to the Registered Electors of the Town of Parker at the November 4, 2025, Special Election to Amend the Town of Parker Home Rule Charter Section 2.8 Titled Nomination Petition; Required Signatures
2. *ORDINANCE NO. 1.654 - First Reading*
A Bill for an Ordinance Submitting a Ballot Question to the Registered Electors of the Town of Parker at the November 4, 2025, Special Election to Amend the Town of Parker Home Rule Charter Section 2.9 Titled Vacancies
3. *ORDINANCE NO. 1.655 - First Reading*
A Bill for an Ordinance Submitting a Ballot Question to the Registered Electors of the Town of Parker at the November 4, 2025, Special Election to Amend the Town of Parker Home Rule Charter Section 3.4 Titled Conflict of Interest

4. *ORDINANCE NO. 1.656 - First Reading*
A Bill for an Ordinance Submitting a Ballot Question to the Registered Electors of the Town of Parker at the November 4, 2025, Special Election to Amend the Town of Parker Home Rule Charter Section 6.2 Titled Board of Adjustment and Appeals
5. *ORDINANCE NO. 1.657 - First Reading*
A Bill for an Ordinance Submitting a Ballot Question to the Registered Electors of the Town of Parker at the November 4, 2025, Special Election to Amend the Town of Parker Home Rule Charter Section 15.6 Titled Contracts with Other Governmental Entities
6. *ORDINANCE NO. 1.658 - First Reading*
A Bill for an Ordinance Submitting a Ballot Question to the Registered Electors of the Town of Parker at the November 4, 2025, Special Election to Amend the Town of Parker Home Rule Charter by the Addition of a New Section 3.11 Titled Multiple Offices
- G. *ORDINANCE NO. 1.659 - First Reading*
A Bill for an Ordinance to Approve the Memorandum of Understanding for Prequalified Building Departments for Public School Construction Pursuant to C.R.S. §§ 22-32-124 and 23-71-122 Between the Colorado Department of Public Safety, Division of Fire Prevention and Control and the Town of Parker
Department: Community Development, Randy Sale
Second Reading: August 4, 2025
- H. *RESOLUTION NO. 25-048*
A Resolution Accepting the Conveyance of a Drainage Easement from Main & Main Capital Group, LLC, for a Portion of Lot 8A of Douglas 234 Filing 6, Amendment 2
Department: Engineering and Public Works, Charles Kudlauskas
- I. *RESOLUTION NO. 25-049*
A Resolution Accepting the Conveyance of a Drainage Easement from VR Sliceroo, LLC, for a Portion of Lot 9A of Douglas 234 Filing 6, Amendment 2
Department: Engineering and Public Works, Charles Kudlauskas
- J. *CONTRACTS OVER \$100,000*

Dransfeldt Road Over Sulphur Gulch Bridge Rehabilitation – Preliminary and Final Design
Amount: \$144,126
Contractor: RS&H
Department: Engineering and Public Works, Tom Gill

6. **TOWN MANAGER**

- **Summer 2025 Town Manager's Report**

7. **ORDINANCES**

A. **ORDINANCE NO. 9.387 - Second Reading**

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

Department: Town Clerk, Chris Vanderpool

B. **ORDINANCE NO. 1.650 - Second 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

8. **PUBLIC COMMENTS CONTINUED IF NECESSARY**

9. **ADJOURNMENT**

**TOWN OF PARKER COUNCIL
MINUTES
JULY 7, 2025**

Mayor Pro Tem John Diak called the meeting to order at 5:30 p.m. All Councilmembers were present, except for Mayor Joshua Rivero and Laura Hefta.

Town Attorney Jamie Wynn announced that there were two topics for discussion in the Executive Session to hold a conference with the Town's attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b). The first item was regarding 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. The second item was a general discussion regarding Town Council's need to have an evaluation process for judicial appointees.

EXECUTIVE SESSION

Brandi Wilks moved and Todd Hendreks seconded to enter into Executive Session at 5:32 p.m. to hold a conference with the Town's attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b).

The motion was approved unanimously.

Brandi Wilks moved and Anne Barrington seconded to come out of Executive Session at 6:28 p.m.

The motion was approved unanimously.

COUNCIL UPDATES/WORK SESSION

The following topics were discussed during the Work Session:

- The Town Hall expansion Phase I is nearing completion with the anticipated move in September. Study session dates were discussed, and it was decided that, for 6 months, study session dates would be combined with Council meeting dates beginning in September.
- Mayor Pro Tem Diak inquired about food truck compliance with the Municipal Code and asked if this topic and possible updates to the code could be discussed at a future study session.

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

The motion was approved unanimously.

REGULAR MEETING

Mayor Pro Tem Diak reconvened the meeting at 7:00 p.m.

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

PUBLIC COMMENTS

None.

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 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

Brandi Wilks moved and Todd Hendreks seconded to approve Consent Agenda Items 4A through 4H.

A roll call vote was taken:

Todd Hendreks - yes

Anne Barrington - yes

Brandi Wilks - yes

John Diak - yes

Erik Frandsen - yes

The motion was approved unanimously.

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

Mayor Pro Tem Diak opened the Public Hearing at 7:08 p.m.

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 proposed 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.

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.

Public Comments: None.

Mayor Pro Tem Diak closed the Public Hearing at 7:16 p.m.

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

Todd Hendreks moved and Erik Frandsen seconded to approve Resolution No. 25-040.

A roll call vote was taken:

Todd Hendreks - yes

Anne Barrington - yes

Brandi Wilks - yes

John Diak - yes

Erik Frandsen - yes

The motion was approved unanimously.

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

Todd Hendreks moved and Anne Barrington seconded to approve Ordinance No. 2.286 on second reading.

A roll call vote was taken:

Todd Hendreks - yes

Anne Barrington - yes

Brandi Wilks - yes

John Diak - yes

Erik Frandsen - yes

The motion was approved unanimously.

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

Todd Hendreks moved and Erik Frandsen seconded to approve Ordinance No. 3.374 on second reading.

A roll call vote was taken:

Todd Hendreks - yes

Anne Barrington - yes

Brandi Wilks - yes

John Diak - yes

Erik Frandsen - yes

The motion was approved unanimously.

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

Mayor Pro Tem Diak opened the Public Hearing at 7:21 p.m.

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 were required for approval of the two easements.

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 required a public hearing before both the Planning Commission and Town Council. Staff has reviewed the proposed site plan and determined that it meets the requirements of the Land Development Ordinance and zoning regulations as they apply to a regional park. 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. The applicant will need to 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 recommended 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.

Public Comments: None.

Mayor Pro Tem Diak closed the Public Hearing at 7:33 p.m.

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)

Anne Barrington moved and Brandi Wilks seconded to approve Ordinance No.1.648 on second reading.

A roll call vote was taken:

Todd Hendreks - yes

Anne Barrington - yes

Brandi Wilks - yes

John Diak - yes

Erik Frandsen - yes

The motion was approved unanimously.

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)

Anne Barrington moved and Brandi Wilks seconded to approve Ordinance No.1.649 on second reading.

A roll call vote was taken:

Todd Hendreks - yes

Anne Barrington - yes

Brandi Wilks - yes

John Diak - yes

Erik Frandsen – yes

The motion was approved unanimously.

3. Site Plan

Anne Barrington moved and Brandi Wilks seconded to approve the Salisbury Regional Park Expansion Phase 1 site plan, based on staff findings, 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. The applicant will need to 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.

A roll call vote was taken:

Todd Hendreks - yes

Anne Barrington - yes

Brandi Wilks - yes

John Diak - yes

Erik Frandsen - yes

The motion was approved unanimously.

ADJOURNMENT

Mayor Pro Tem Diak adjourned the meeting at 7:36 p.m.

Chris Vanderpool, Town Clerk

John Diak, Mayor Pro Tem



Request for Town Council Action

Date: July 21, 2025
Submitted By: Alex Mestdagh, Engineering Service Manager
Reviewed By: Michelle Kivela, Town Manager
Title: **AMENDED AND RESTATED SUBDIVISION IMPROVEMENT AGREEMENT FOR TANTERRA FILING NO. 1**
Department: Engineering and Public Works, Alex Mestdagh

EXECUTIVE SUMMARY

This item proposes to amend and restate the Subdivision Agreement for the Tanterra Filing No. 1 development.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Tanterra development is a major masterplanned community located in the southwest portion of the Town, generally south of Hess Road, north of Stroh Road, and west of the existing Anthology neighborhood. The first phase of this development is currently under construction. As part of Filing No. 1 of this development, the master infrastructure that will support this first phase, including roads and sidewalks, will be constructed.

One key element of the Filing No. 1 infrastructure is a major segment of Chambers Road that stretches from Hess Road to Stroh Road. This is the last roadway gap in the Chambers Road corridor through the Town. When opened, it will allow for traffic to travel the corridor from Parker Road all the way through the northern Town boundary and beyond. This is a critical link in the Town's roadway network that staff believes will take pressure off other congested Town roadways and intersections.

In order to accept and open this segment of Chambers Road to traffic as soon as possible, an amendment is proposed to the Subdivision Improvement Agreement (SIA) for Tanterra Filing No. 1 that will allow the filing's roadways to be accepted by the Town in phases. The Town's policies generally do not allow for phasing the development of a single filing, but due to the amount of infrastructure contained in this filing and the desire to open Chambers Road, staff is in support of the developer's proposed phasing plan (exhibit attached). The proposed phasing of the improvements is as follows:

Phase 1: Chambers Road, Tammy Lane, Great Plain Way

Phase 2: Bramwell Drive, She Wolf Road

Phase 3: Standing Elk Drive, Bear Tracks Lane, sidewalks for all roadways

If this amendment to the SIA is approved, these roadways and associated improvements can be accepted and opened to traffic in these sequential phases. This would allow for Chambers Road to be opened while the Phase 2 and Phase 3 roadways are still being completed. If the amendment to the SIA is rejected, all of the roadways in all three phases would need to be completed before they could be accepted and opened to traffic.

Other minor revisions and clarifications are also proposed in this amendment. This agreement has been reviewed and approved by the Town Attorney's Office.

FINANCIAL IMPACT

None - these roadways are 100% developer funded.

STRATEGIC GOAL(S)

DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH



PROMOTE A SAFE AND
HEALTHY COMMUNITY



ENHANCE ECONOMIC
VITALITY

ATTACHMENTS

1. Amended and Restated Tanterra Filing No. 1 SIA

RECOMMENDED MOTION

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

AMENDED AND RESTATED SUBDIVISION AGREEMENT

Tanterra Filing No. 1

THIS AMENDED AND RESTATED SUBDIVISION AGREEMENT (this “**Agreement**”) is made this _____ day of _____, 2025, by and between the Town of Parker, a Colorado home rule municipality (the “**Town**”), and Tanterra Development II, LLC, a Colorado limited liability company, its successors and assigns (the “**Property Owner**”).

RECITALS

- A. The Town and North Parker Investments, LLC (the “Original Owner”) entered into that Subdivision Agreement for Tanterra Filing No. 1 on February 21, 2023, which is recorded in the Douglas County Real Property Records at Reception No. 2023011788, which was amended by that First Amendment dated June 5, 2024, and recorded in the Douglas County Real Property Records at Reception No. 2024023424 (the “Original Agreement”).
- B. The Original Agreement was assigned by the Original Owner to the Property Owner by that Assignment and Assumption Agreement dated February 21, 2023, which is recorded in the Douglas County Real Property Records at Reception No. 2023011825 (the “Assignment”).
- C. The Property Owner is the owner of certain real property located in the Town of Parker known as Tanterra Filing No. 1, which is more particularly described in **Exhibit A**, attached hereto and incorporated herein (the “Property”).
- D. The Town Council and the Planning Commission of the Town of Parker held all necessary public hearings concerning the plat for the Property. A copy of the final plat is attached hereto as **Exhibit B** and incorporated herein (the “Final Plat”).
- E. The approvals cited above are contingent upon the express condition that all duties created by this Agreement are faithfully performed by the Property Owner.
- F. The Town and the Property Owner desire to amend and restate the Original Agreement in order to permit the phased acceptance of certain Public Improvements, to adjust the completion date of certain improvements, and to further amend the Original Agreement as set forth herein.

AGREEMENT

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

1. Purpose. The purpose of this Agreement is to set forth the terms, conditions and fees to be paid by the Property Owner, upon subdivision of the Property. All conditions contained herein are in addition to any and all requirements of the Town of Parker Subdivision Ordinance and Zoning Ordinance, the Town of Parker Charter, any and all state statutes, and any other sections

of the Parker Municipal Code, and are not intended to supersede any requirements contained therein.

2. Agreements and Other Requirements. The Property Owner hereby agrees to perform any and all requirements of the Annexation Agreement entered into between the Town and the Property Owner on May 5, 2014, which was recorded at Reception No. 2015001482 of the Douglas County real estate records, as amended by that First Amendment dated November 26, 2014 and recorded at Reception No. 2015004838, by that Second Amendment dated September 21, 2015 and recorded at Reception No. 2015089147, by that Third Amendment dated November 16, 2020 and recorded at Reception No. 2020121826, by that Fourth Amendment dated November 1, 2021 and recorded at Reception No. 2021135176, that Fifth Amendment dated March 7, 2022 and recorded at Reception No. 2022019664, that Sixth Amendment dated January 3, 2023, and recorded at Reception No. 2023000336, and that Seventh Amendment dated February 21, 2023, and recorded at Reception No. 2023011826 (as amended, the “**Annexation Agreement**”). The Property Owner further agrees to perform any and all requirements of that certain Resolution No. 19-023 dated April 15, 2019, which Resolution was amended by Resolution No. 21-022 dated May 3, 2021, Resolution No. 21-022.1 dated November 1, 2021, and Resolution No. 22-014 dated March 7, 2022 (as amended, “**Partial Waiver**”). The requirements of the Annexation Agreement are in addition to the requirements of this Agreement and are not intended to supersede any requirements contained herein. In the event of a conflict between this Agreement and the Annexation Agreement, the Annexation Agreement will control. In the event of any conflict between the Annexation Agreement and the Partial Waiver, the Annexation Agreement will control, unless the Partial Waiver expressly varies or waives the provision(s) of the Annexation Agreement. In the event of a conflict between the Partial Waiver and this Agreement, the Partial Waiver will control. Therefore, the order of precedence shall be as follows: 1) the Annexation Agreement, 2) the Partial Waiver, and 3) this Agreement.
3. Fees. The following fees shall be paid to the Town by the Property Owner.
 - a. Actual Costs for Testing and Review. The Property Owner hereby agrees to pay the Town the actual cost to the Town for plan review, engineering review, hydrological and surveying review, prior to and during the development process, and for construction observation, inspection and materials testing during the construction process for public improvements, and for construction observation, inspection and materials testing and electronic deliverable review during the warranty period for public improvements, and for legal services (the “**Actual Costs**”) rendered in connection with the review of the subdivision of the Property, including related administrative fees not to exceed one hundred fifteen percent (115%) of the Actual Costs. In addition, the Property Owner shall reimburse the Town for the costs of making corrections or additions to the master copy of the official Town map and for the fee for recording the Final Plat and accompanying documents with the Douglas County Clerk and Recorder.
 - b. Impact Fees. The Property Owner shall pay the impact fees, as established by Town ordinances, in effect at the time this Agreement is executed. The Property Owner shall pay the foregoing impact fees in effect at the time specified by such ordinances.

- c. Construction Easements. The Property Owner acknowledges and agrees that the Town, pursuant to this Agreement, shall be granted construction easement(s) that are reasonably sufficient to complete the Public Improvements, as defined below.

4. Public Improvements.

- a. Public Improvements. The Property Owner shall install and complete all drainage structures, paved streets, including sidewalk, curb, gutter and slope easements, and necessary appurtenances, as shown on the Final Plat, and the associated construction documents for the Property approved by the Director of Engineering/Public Works (the “**Public Improvements**”) at its sole cost and expense, and shall dedicate and/or convey such Public Improvements to the Town. The Public Improvements and their costs are set forth in **Exhibits C-1, C-2, and C-3**. All Public Improvements covered by this Agreement shall be constructed in accordance with the Final Plat and associated construction documents drawn according to regulations and construction standards for such improvements and approved by the Director of Engineering/Public Works of the Town. Finally, the Property Owner agrees to grant the Town such construction easements that are reasonably necessary and sufficient to complete the Public Improvements.
- b. Phasing. In order to advance the opening of a regional transportation improvement, Chambers Road, the Town agrees that the Property Owner may apply for probationary acceptance of the Public Improvements referenced in this subparagraph in three (3) phases, as more particularly described in **Exhibit L**, attached hereto and incorporated herein. Each of the Phase 1, Phase 2, and Phase 3 Improvements (defined below) is considered a Public Improvement, and must include all paving, sidewalk, curb, gutter, storm drainage, and necessary appurtenances, as set forth on **Exhibit L** and as shown on the Final Plat and the associated construction documents relevant to each phase, as approved by the Director of Engineering/Public Works. The warranty period for each phase of improvements shall commence upon the Town’s issuance of probationary acceptance for those improvements pursuant to Section 8 below.
 - (1) The “Phase 1 Improvements” shall include the Chambers Roadway, all necessary improvements to Hess Road, Great Plain Way from Chambers Road to the east Property boundary, and Tammy Lane from Hess Road to Great Plain Way.
 - (2) The “Phase 2 Improvements” shall include Bramwell Drive from Chambers Road to the east Property boundary and She Wolf Road from Great Plain Way to Bramwell Drive.
 - (3) The “Phase 3 Improvements” shall include Standing Elk Drive from Planning Area 34 to She Wolf Road, Bear Tracks Trail from Standing Elk Drive to Bramwell Drive, median street lights required to be installed on Chambers Road, and sidewalks associated with all roadways for Phases 1, 2, and 3.

Probationary acceptance shall be granted by the Town in sequential order, such that the Phase 1 Improvements shall receive probationary acceptance first, the Phase 2 Improvements shall receive probationary acceptance after all of the Phase 1 Improvements

have received probationary acceptance, and the Phase 3 Improvements shall receive probationary acceptance after all of the Phase 1 Improvements and Phase 2 Improvements have received probationary acceptance from the Town. Notwithstanding anything else contained herein, building permits for homes may be available for the residential lots located in each of Tanterra Fillings Nos. 2-7 to the extent provided by the subdivision agreement for each respective filing.

5. Specific Conditions. The Property Owner hereby agrees that:

- a. Compliance with the Endangered Species Act. Any approval obtained from the Town of Parker does not obviate the Property Owner's need to comply with the requirements of Sections 7 and 9 of the Endangered Species Act of 1973, 16 U.S.C. 1531, *et seq.*, as amended, or with any other applicable federal, state or local laws and regulations.
- b. Streetscape Improvements. Prior to probationary acceptance of the Phase 3 Improvements or December 31, 2025, whichever occurs first, the Property Owner shall install all plant material and related irrigation facilities as described in the landscape plans approved by the Town for the Property (the "**Streetscape Improvements**"). If installation of Streetscape Improvements cannot be reasonably accomplished prior to probationary acceptance of the Public Improvements for the Property, the Property Owner shall furnish or cause to be furnished to the Town either: i) a letter of credit in the form and financial institution acceptable to the Town, which shall be substantially in the form and content set forth in **Exhibit D-1** or ii) cash security to be paid to the Town according to the terms and conditions of the "Financial Guarantee," which shall be substantially in the form and content set forth in **Exhibit D**, attached hereto and incorporated herein, and shall be subject to the review and approval of the Town Attorney. The letter of credit or Financial Guarantee shall amount to one hundred ten percent (110%) of the materials cost as described in **Exhibit E**, attached hereto and incorporated herein (the "**Streetscape Security**"), and the Property Owner will complete the Streetscape Improvements according to the landscape plans as provided by Section 13.07.150(c)(2) of the Town's Land Development Ordinance. The Town may reduce the Streetscape Security, in the exercise of its sole discretion, as the Streetscape Improvements are completed and accepted by the Town, subject to Section 13.07.150(c) of the Town's Land Development Ordinance for the Streetscape Improvements.
- c. Landscape Improvements. Prior to probationary acceptance of the Phase 3 Improvements or December 31, 2025, whichever occurs first, the Property Owner shall install all plant material and related irrigation facilities within all tracts as described in the landscape plans approved by the Town for the Property (the "**Landscape Improvements**"). If installation of the Landscape Improvements cannot be reasonably accomplished prior to probationary acceptance of the Public Improvements for the Property, the Property Owner shall furnish or cause to be furnished to the Town either: i) a letter of credit in the form and financial institution acceptable to the Town, or ii) cash security to be paid to the Town according to the terms and conditions of the "Financial Guarantee," which shall be substantially in the form and content set forth in **Exhibit D**, attached hereto and incorporated herein, and shall be subject to the review and approval of the Town Attorney. The letter of credit or Financial Guarantee shall amount to one hundred ten percent (110%) of the materials cost as

described in **Exhibit F**, attached and incorporated herein (the “**Landscape Security**”), and the Property Owner will complete the Landscape Improvements according to the landscape plans prior to final acceptance of the Public Improvements by the Town. The Town may reduce the Landscape Security, in the exercise of its sole discretion, as the Landscape Improvements are completed on a tract-by-tract basis and accepted by the Town.

- d. Median Landscape Improvements. Prior to probationary acceptance of the Phase 3 Improvements or December 31, 2025, whichever occurs first, the Property Owner shall install all plant material and related irrigation facilities as described in the landscape plans approved by the Town for the Property for the Chambers Road, Tammy Lane, Great Plain Way and Bramwell Drive Medians (the “**Median Landscape Improvements**”). If installation of the Median Landscape Improvements cannot be reasonably accomplished prior to probationary acceptance of the Public Improvements for the Property, the Property Owner shall furnish or cause to be furnished to the Town either: i) a letter of credit in the form and financial institution acceptable to the Town, or ii) cash security to be paid to the Town according to the terms and conditions of the “Financial Guarantee,” which shall be substantially in the form and content set forth in **Exhibit D**, attached hereto and incorporated herein, and shall be subject to the review and approval of the Town Attorney. The letter of credit or Financial Guarantee shall amount to one hundred ten percent (110%) of the materials cost as described in **Exhibit G**, attached and incorporated herein (the “**Median Landscape Security**”), and the Property Owner will complete the Median Landscape Improvements according to the landscape plans prior to final acceptance of the Public Improvements by the Town. The Town may reduce the Median Landscape Security, in the exercise of its sole discretion, as the Median Landscape Improvements are completed on a tract-by-tract basis and accepted by the Town.
- e. Community Park Improvements. On or before the date set forth in Paragraph 10.b, the Property Owner shall, at its expense, install all park improvements within the Community Park Tract as described in the landscape and construction plans approved by the Town for the Property (the “**Community Park Improvements**”), subject to the two (2) year warranty provisions of this Agreement, and shall dedicate and/or convey the same to the Town. The Community Park Improvements required by this Agreement and shown on the Final Plat, as well as associated construction documents approved by the Director of Engineering/Public Works of the Town and the costs of these Community Park Improvements are set forth on **Exhibit K**. All Community Park Improvements covered by this Agreement shall be made in accordance with the Final Plat and associated construction documents drawn according to regulations and construction standards for such improvements and approved by the Director of Engineering/Public Works for the Town. For purposes of clarity, the Community Park Tract is also known as Planning Area 43. The Property Owner shall maintain or cause to be maintained the Community Park Improvements in accordance with the provisions of **Exhibit H** until final acceptance of such improvements by the Town. Upon completion of the Community Park Improvements, the Community Park Tract shall be open to the public and the Town shall be permitted to utilize the Community Park Improvements for programming or other Town purposes during the two-year warranty period; provided, however, that this use shall be subject to the parties’ maintenance obligations set forth in **Exhibit H**. The Property Owner will not be responsible for field preparation for any Town-programmed activities or damage

occurring due to the Town-programmed activities on the Community Park Tract during the two-year warranty period.

- f. Pool & Clubhouse. Prior to the issuance of the 750th building permit for Segment 1 of Anthology North, as described in the Partial Waiver (“**Segment 1**”) or June 1, 2028, whichever occurs first, the Property Owner shall construct and receive a certificate of occupancy for the pool and clubhouse to be located within the Community Park Tract on Lot 1, Tanterra Filing No. 1 (the “**Pool Improvements**”). The Town shall not issue any building permits for Segment 1 of Anthology North, as provided in the Partial Waiver, after June 1, 2028, if a certificate of occupancy has not been issued for the Pool Improvements. No additional building permits in excess of 750 shall be issued for Segment 1 of Anthology North until after the certificate of occupancy has been issued for the Pool Improvements.
- g. District 4 Responsibilities. It shall be the responsibility of Cherry Creek Metropolitan District No. 4 (“**District 4**”) to own and maintain the Pool Improvements as set forth in that intergovernmental agreement between the Town and District 4, as amended (the “**IGA**”). For purposes of clarity, the Town shall not accept ownership of any portion of Lot 1, Tanterra Filing No. 1 on which the Pool Improvements are located. It shall also be the responsibility of the District to maintain the streetscape, including the tree lawn and median adjacent to the Community Park Tract that will be dedicated to the Town by the Final Plat, as set forth in the IGA.
- h. Conveyance of Open Space Tracts. At the time of recordation of the Final Plat, the Property Owner shall convey the open space tracts by special warranty deed free and clear of all liens and encumbrances and real estate taxes prorated to the date of conveyance, as 14 separate parcels (Tracts B, C, E, F, G, H, I, K, M, O, S, T, V, and W on the Final Plat) (the “**Open Space Tracts**”) to District 4, which shall meet the minimum size requirements as outlined within the Annexation Agreement for the Property.
- i. Use of Open Space Property. Use of the Open Space Tracts, except Tracts B and H, as “well sites” (except as otherwise provided in the Annexation Agreement), “water storage facilities” (except for a lift station) or “above ground sewer facilities” is not consistent with the intended use of the Open Space Tracts and is not an acceptable use of the Open Space Tracts.
- j. Chambers Roadway Construction. Prior to the issuance of any residential building permit on the Property, the Property Owner shall construct the full principal arterial roadway section for Chambers Road, including all necessary auxiliary, acceleration and deceleration lanes, the grade-separated trail crossing for the multi-use trail near the intersection of Chambers Road and Bramwell Drive, from Hess Road to the southern boundary of the Anthology North Property, as described in the Annexation Agreement (the “**Chambers Roadway**”). The Property Owner may defer construction of the sidewalk on the western side of Chambers Road from Hess Road to the southern boundary of the Anthology North property; provided, however, such sidewalk shall be constructed prior to probationary acceptance of the Public Improvements associated with the first final plat in Segment 3 as defined in the Annexation Agreement, which includes Planning Areas 20-33, as described in the approved Anthology North Development Plan and Guide for the Northern Property,

as amended (“**PD Guide**”); provided, further, if Planning Area 18, as described in the PD Guide, is platted prior to probationary acceptance of the Public Improvements associated with the first final plat in Segment 3, the sidewalk on the western side on Chambers Road from Hess Road to Great Plain Way shall be constructed prior to probationary acceptance of Public Improvements associated with the first final plat in Planning Area 18, as described in the PD Guide. Notwithstanding anything in this Agreement to the contrary, the parties acknowledge that pursuant to the Annexation Agreement, the developer of the Looking Glass project, which is the adjacent property to the south described as the “**Southern Property**” in the Annexation Agreement for the Property, is responsible to install all improvements for the intersection of Stroh Road and Chambers Road, and that no building permits for homes to be constructed within the Property shall be withheld as a result of any delay by such developer in completing such improvements.

- k. Chambers Road and Great Plain Way Traffic Signal. Prior to the recordation of the Final Plat, the Property Owner shall pay or cause to be paid to the Town Four Hundred Fifty Thousand Dollars (\$450,000.00), which payment is the cost to design and construct a traffic signal at the intersection of Chambers Road and Great Plain Way. The Town shall use these funds only for the purpose of installing this traffic signal when warranted, as determined by the Town. Alternatively, the Property Owner may elect to provide or cause others to provide the Town with a financial security, in the form of a letter of credit that is acceptable to the Town (the “**Chambers Signal Letter of Credit**”), in the amount of Four Hundred Fifty Thousand Dollars (\$450,000.00), which is one hundred percent (100%) of the cost to design and construct the traffic signal, as determined by the Town (the “**Chambers Signal Cost**”). The Chambers Signal Cost shall increase annually, commencing on the date that the Final Plat is recorded, as determined by the Construction Cost Index (the “**Chambers Signal Payment**”). The Chambers Signal Letter of Credit shall be replaced with the Chambers Signal Payment, which shall be paid to the Town prior to: i) the Town’s probationary acceptance of the Public Improvements, or, ii) if the Town will commence construction of the traffic signal described in this subparagraph, within thirty (30) days of the written request by the Town, whichever occurs first. Additionally, if the Town elects to commence the design of the traffic signal, the Property Owner shall pay to the Town the cost to design the traffic signal, as determined by the Town, within thirty (30) days of the written request by the Town (the “**Chambers Design Payment**”). The Chambers Signal Payment shall be reduced by the amount of the Chambers Design Payment. After the Town receives the Chambers Design Payment, the Property Owner may reduce the amount of the Chambers Signal Letter of Credit by the amount of the Chambers Design Payment and reissue the Chambers Signal Letter of Credit in the new amount at the Property Owner’s sole expense. The parties acknowledge that as of the date of this Agreement, the obligations and conditions set forth in this subparagraph (k) have been satisfied.
- l. Hess Road and Tammy Lane Traffic Signal. Prior to the recordation of the Final Plat, the Property Owner shall pay or cause to be paid to the Town Four Hundred Fifty Thousand Dollars (\$450,000.00), which payment is the cost to design and construct a traffic signal at the intersection of Hess Road and Tammy Lane. The Town shall use these funds only for the purpose of installing this traffic signal when warranted, as determined by the Town. Alternatively, the Property Owner may elect to provide or cause others to provide the Town

with a financial security, in the form of a letter of credit that is acceptable to the Town (the “**Hess Signal Letter of Credit**”), in the amount of Four Hundred Fifty Thousand Dollars (\$450,000.00), which is one hundred percent (100%) of the cost to design and construct the traffic signal, as determined by the Town (the “**Hess Signal Cost**”). The Hess Signal Cost shall increase annually, commencing on the date that the Final Plat is recorded, as determined by the Construction Cost Index (the “**Hess Signal Payment**”). The Hess Signal Letter of Credit shall be replaced with the Hess Signal Payment, which shall be paid to the Town prior to: i) the Town’s probationary acceptance of the Public Improvements, or, ii) if the Town will commence construction of the traffic signal described in this subparagraph, within thirty (30) days of the written request by the Town, whichever occurs first. Additionally, if the Town elects to commence the design of the traffic signal, the Property Owner shall pay to the Town the cost to design the traffic signal, as determined by the Town, within thirty (30) days of the written request by the Town (the “**Hess Design Payment**”). The Hess Signal Payment shall be reduced by the amount of the Hess Design Payment. After the Town receives the Hess Design Payment, the Property Owner may reduce the amount of the Hess Signal Letter of Credit by the amount of the Hess Design Payment and reissue the Hess Signal Letter of Credit in the new amount at the Property Owner’s sole expense. The parties acknowledge that as of the date of this Agreement, the obligations and conditions set forth in this subparagraph (l) have been satisfied.

- m. Chambers Road and Bramwell Traffic Signal. Prior to the recordation of the Final Plat, the Property Owner shall pay or cause to be paid to the Town Four Hundred Fifty Thousand Dollars (\$450,000.00), which payment is the cost to design and construct a traffic signal at the intersection of Chambers Road and Bramwell Drive. The Town shall use these funds only for the purpose of installing this traffic signal when warranted, as determined by the Town. Alternatively, the Property Owner may elect to provide or cause others to provide the Town with a financial security, in the form of a letter of credit that is acceptable to the Town (the “**Bramwell Signal Letter of Credit**”), in the amount of Four Hundred Fifty Thousand Dollars (\$450,000.00), which is one hundred percent (100%) of the cost to design and construct the traffic signal, as determined by the Town (the “**Bramwell Signal Cost**”). The Bramwell Signal Cost shall increase annually, commencing on the date that the Final Plat is recorded, as determined by the Construction Cost Index (the “**Bramwell Signal Payment**”). The Bramwell Signal Letter of Credit shall be replaced with the Bramwell Signal Payment, which shall be paid to the Town prior to: i) the Town’s probationary acceptance of the Public Improvements, or, ii) if the Town will commence construction of the traffic signal described in this subparagraph, within thirty (30) days of the written request by the Town, whichever occurs first. Additionally, if the Town elects to commence the design of the traffic signal, the Property Owner shall pay to the Town the cost to design the traffic signal, as determined by the Town, within thirty (30) days of the written request by the Town (the “**Bramwell Design Payment**”). The Bramwell Signal Payment shall be reduced by the amount of the Bramwell Design Payment. After the Town receives the Bramwell Design Payment, the Property Owner may reduce the amount of the Bramwell Signal Letter of Credit by the amount of the Bramwell Design Payment and reissue the Bramwell Signal Letter of Credit in the new amount at the Property Owner’s sole expense. The parties acknowledge that as of the date of this Agreement, the obligations and conditions set forth in this subparagraph (m) have been satisfied.

- n. Hess Road and Chambers Road Traffic Signal. Prior to probationary acceptance of the Phase 1 Improvements, the Property Owner shall design and construct the necessary improvements to the traffic signal at the intersection of Hess Road and Chambers Road, in accordance with the construction plans approved by the Town.
- o. Stroh Road Design Reimbursement for Shared Obligation Area. Prior to the recordation of the Final Plat, the Property Owner shall pay or cause to be paid to the Town Sixty-Six Thousand Six Hundred Eighty-Five Dollars and Eighty-Five Cents (\$66,685.85), which payment is reimbursement to the owner of the real property commonly known as the Looking Glass property for one-half (1/2) of the cost to design Stroh Road through the Shared Stroh Obligation Area, as more particularly defined in the Annexation Agreement, as amended from time to time, as well as the Partial Waiver (the “**Shared Stroh Obligation Area**”). The parties acknowledge that as of the date of this Agreement, the obligations and conditions set forth in this subparagraph (o) have been satisfied.
- p. Stroh Road Grading Reimbursement for Shared Obligation Area. Prior to the recordation of the Final Plat, the Property Owner shall pay or cause to be paid to the Town Three Hundred Seventy-Three Thousand Eight Hundred One Dollars and Forty-Three Cents (\$373,801.43), which payment is reimbursement to the Looking Glass property for one-half (1/2) of the cost to grade Stroh Road through the Shared Stroh Obligation Area. The parties acknowledge that as of the date of this Agreement, the obligations and conditions set forth in this subparagraph (p) have been satisfied.
- q. Stroh Gulch Drainageway Improvements. Prior to the recordation of the Final Plat, the Property Owner shall pay or cause to be paid to the Town One Million Four Hundred Twenty-Nine Thousand Two Hundred Sixty-Four Dollars and Fifty Cents (\$1,429,264.50), which is fifty percent (50%) of the cost to construct the major drainageway improvements to Stroh Gulch through the Property. No later than three (3) months following the recordation of this agreement, the Property Owner shall pay or cause to be paid to the Town the remaining One Million Four Hundred Twenty-Nine Thousand Two Hundred Sixty-Four Dollars and Fifty Cents (\$1,429,264.50), which payments together constitute one hundred percent (100%) of the cost to construct the major drainageway improvements to Stroh Gulch through the Property. The parties acknowledge that as of the date of this Agreement, the obligations and conditions set forth in this subparagraph (q) have been satisfied.
- r. Oak Gulch Drainageway Improvements – Chambers Road and Tammy Lane. Prior to recordation of the Final Plat, the Property Owner shall pay or caused to be paid to the Town Two Million One Hundred Thirty-Three Thousand Nine Hundred Nine Dollars and Sixty-Five Cents (\$2,133,909.65), which is fifty percent (50%) of the cost to construct the major drainageway improvements to Oak Gulch associated with this subdivision at Chambers Road and Tammy Lane (the “**Initial Oak Gulch Payment**”). No later than three (3) months following the recordation of this Agreement, the Property Owner shall pay or cause to be paid to the Town the remaining amount of Two Million One Hundred Thirty-Three Thousand Nine Hundred Nine Dollars and Sixty-Five Cents (\$2,133,909.65), which together with the Initial Oak Gulch Payment constitutes one hundred percent (100%) of the cost to construct the major drainageway improvements to Oak Gulch associated with

this subdivision at Chambers Road and Tammy Lane. The parties acknowledge that as of the date of this Agreement, the obligations and conditions set forth in this subparagraph (r) have been satisfied.

- s. Oak Gulch Drainageway Improvements – Eastern Project Limits. Within thirty (30) days following notice from the Town, as provided in Paragraph 25 of this Agreement, but in no event earlier than the date of recordation of the final plat of the first filing of Segment 1(C), as described in the Partial Waiver, the Property Owner shall pay or cause to be paid to the Town one hundred percent (100%) of the cost to design and construct major drainageway improvements to Oak Gulch between the eastern project limits and the existing drainageway improvements to the east, as described in **Exhibit I**, as determined by the Town and the Mile High Flood District.
 - t. Shared Stroh Obligation Payment. Prior to the recordation of the Final Plat, the Property Owner shall pay or cause to be paid to the Town the “**Shared Stroh Payment Obligation**” in the amount of Seven Hundred Eleven Thousand Four Hundred Seventy-Nine Dollars and Fifty-Eight Cents (\$711,479.58), as provided by Paragraph 12(b)(vi)(2)(c) of the Annexation Agreement, as amended. The Shared Stroh Payment Obligation may be financially secured with a letter of credit in a form acceptable to the Town as provided by Paragraph 12(b)(vi)(2)(c) of the Annexation Agreement, as amended. This payment obligation accounts for the 494 lots proposed within the preliminary plan for Tanterra Filings No. 2 through 7, as shown in **Exhibit J**. In the event that any of these filings ultimately are approved for lots in excess of that shown in **Exhibit J**, the filings shall be required to provide an additional Shared Stroh Obligation Payment.
6. Title Commitment. A title commitment for the Property shall be provided to the Town. The title commitment shall show that all property to be dedicated to the Town is or shall be, subsequent to the execution and recording of the Final Plat, free and clear of all liens and encumbrances (other than real estate taxes which are not yet due and payable), which would make the dedications unacceptable as the Town, in its sole discretion, determines.
7. Breach by the Property Owner; the Town’s Remedies. In the event of a breach of any of the terms and conditions of this Agreement by the Property Owner, the Town Council shall be notified immediately and the Town may take such action, as permitted and/or authorized by law, this Agreement or the ordinances and Charter of the Town, as the Town deems necessary to protect the public health, safety and welfare; to protect lot buyers and builders; and to protect the citizens of the Town from hardship and undue risk. The remedies include, but are not limited to:
- a. The refusal to issue any building permit or certificate of occupancy;
 - b. The revocation of any building permit previously issued under which construction directly related to such building permit has not commenced, except a building permit previously issued to a third party;
 - c. A demand that the security given for the completion of the public improvements be paid or honored; or

- d. Any other remedy available at law.

Unless necessary to protect the immediate health, safety and welfare of the Town, or to protect the interest of the Town with regard to security given for the completion of the public improvements, the Town shall provide the Property Owner thirty (30) days' written notice of its intent to take any action under this paragraph, during which thirty-day period the Property Owner may cure the breach described in the notice and prevent further action by the Town.

8. Warranty.

- a. Warranty Period. The Property Owner shall warrant each of the Phase 1, Phase 2 and Phase 3 Public Improvements and Community Park Improvements, which are conveyed to the Town, pursuant to this Agreement, for a period of two (2) years from the date the Town's Director of Engineering/Public Works grants probationary acceptance of such Phase of the Public Improvements and of the Community Park Improvements (as applicable), as approved by the Town. For purposes of clarity, the Town's Director of Engineering/Public Works may separately grant probationary acceptance for the Public Improvements and the Community Park Improvements, and shall separately grant probationary acceptance for the Phase 1 Improvements, the Phase 2 Improvements, and the Phase 3 Improvements. The warranty period shall extend to the date final acceptance is granted in writing by the Town's Director of Engineering/Public Works. The Property Owner shall be responsible for scheduling the necessary inspections for probationary and final acceptance. Specifically, but not by way of limitation, the Property Owner shall warrant the following:
 - i. That the title conveyed shall be marketable and its transfer rightful;
 - ii. Any and all facilities conveyed shall be free from any security interest or other lien or encumbrance; and
 - iii. Any and all facilities so conveyed shall be in conformity with the Town's specifications and shall be free of defects in materials or workmanship for a period of two (2) years, as stated above, including, but not limited to, cracks, breakage, settling, or other deterioration of the Public Improvements and Community Park Improvements, no matter the cause, for a period of two (2) years, as stated above.
- b. Maintenance. The Town will accept for maintenance all Public Improvements and Community Park Improvements after the warranty period has expired for the applicable Phase of Public Improvements, provided all warranty work has been completed and final acceptance is granted in writing by the Town's Director of Engineering/Public Works. The Town shall accept for snow removal purposes only all dedicated public streets after probationary acceptance of the applicable Public Improvements for each Phase has been granted in writing by the Director of Engineering/Public Works. The Property Owner shall make all corrections necessary to bring the Public Improvements in each Phase and Community Park Improvements into conformity with the Town's specifications, prior to final acceptance of such Public Improvements for that Phase.
- c. Private Improvements. Notwithstanding anything to the contrary contained in this Agreement, the Town will not accept for ownership, maintenance or operation any private

improvements that are described as Public Improvements in this Agreement, that include, but are not limited to, private streets, private parks, private open space, the Pool Improvements, drainage facilities, landscaping and medians that will be privately maintained, as described on the Final Plat and/or subject to a license agreement as provided by Paragraph 15 of this Agreement.

9. Observation. The Town shall have the right to make reasonable engineering observations at the Property Owner's expense, as the Town may request. Observation, acquiescence in, or approval by any engineering inspector of the construction of physical facilities at any particular time shall not constitute the approval by the Town of any portion of the construction of such Public Improvements or Community Park Improvements. Such approval shall be made by the Town only after completion of construction and in the manner hereinafter set forth.

10. Completion of Public Improvements and Community Park Improvements.

- a. Public Improvements. The obligations of the Property Owner with respect to the Public Improvements provided for in Paragraphs 4 and 8 of this Agreement, including the Phase 1, Phase 2, and Phase 3 Improvements, including the inspections hereof, shall be performed on or before December 31, 2025, and proper application for acceptance of the Public Improvements shall be made on or before such date. Upon completion of construction by the Property Owner of such Public Improvements, the Town's Director of Engineering/Public Works or his designee shall inspect the improvements and certify with specificity their conformity or lack thereof to the Town's specifications. The Property Owner shall make all corrections necessary to bring the improvements into conformity with the Town's specifications. Once approved by the Town's Director of Engineering/Public Works, the Town shall accept said improvements upon conveyance, pursuant to Paragraph 12; provided, however, the Town shall not be obligated to accept the Public Improvements until the Actual Costs described in Paragraphs 3.a. and b. of this Agreement are paid in full by the Property Owner.
- b. Community Park Improvements. The obligations of the Property Owner with respect to the Community Park Improvements provided for in Paragraph 8 of this Agreement, including the inspections hereof, shall be performed on or before May 31, 2027, and proper application for acceptance of the Community Park Improvements shall be made on or before such date. Upon completion of construction by the Property Owner of such Community Park Improvements, the Town's Director of Engineering/Public Works or his designee shall inspect the improvements and certify with specificity their conformity or lack thereof to the Town's specifications. The Property Owner shall make all corrections necessary to bring the improvements into conformity with the Town's specifications. Once approved by the Town's Director of Engineering/Public Works, the Town shall accept said improvements upon conveyance, pursuant to Paragraph 12; provided, however, the Town shall not be obligated to accept the Community Park Improvements until the Actual Costs described in paragraphs 3.a. and b. of this Agreement are paid in full by the Property Owner.

11. Related Costs – Public Improvements and Community Park Improvements. The Property Owner shall provide all necessary engineering designs, surveys, field surveys and incidental

services related to the construction of the Public Improvements and the Community Park Improvements, at its sole cost and expense, including reproducible “as built” drawings certified accurate by a professional engineer registered in the State of Colorado.

12. Improvements to be the Property of the Town. All Community Park Improvements and Public Improvements for roads, concrete curbs and gutters, storm sewers, and drainage improvements accepted by the Town shall be dedicated to the Town and warranted for a period of two (2) years following probationary acceptance by the Town, as provided above.

13. Performance Guarantee.

- a. Cash Security for the Public Improvements. In order to secure the construction and installation of the Public Improvements, the Property Owner shall, prior to recording the Final Plat in the real estate records of Douglas County, which recording shall occur no later than ninety (90) days after the execution of this Agreement, furnish the Town, at the Property Owner’s expense, with the performance guarantee described herein. The performance guarantee provided by the Property Owner shall be cash security in an amount equal to one hundred ten percent (110%) of the estimated costs of the Public Improvements to be constructed and installed, as set forth in **Exhibits C-1, C-2, and C-3**, to secure the performance and completion of the Public Improvements (the “**Public Improvements Security**”). The Property Owner agrees that approval of the Final Plat by the Town is contingent upon the Property Owner’s provision of the Public Improvements Security to the Town within ninety (90) days of the execution of this Agreement, in the amount and form provided herein. Failure of the Property Owner to provide the Public Improvements Security to the Town, in the manner provided herein, shall negate the Town’s approval of the Final Plat. The Public Improvements Security shall be paid to the Town according to the terms and conditions of the “**Financial Guarantee**,” which shall be substantially in the form and content set forth in **Exhibit D**, attached hereto and incorporated herein, and shall be subject to the review and approval of the Town Attorney. The Property Owner shall not start the construction of any public or private improvement on the Property, including, but not limited to, staking, earth work, overlot grading or the erection of any structure, temporary or otherwise, until the Town has received the Public Improvements Security described herein and approved the Financial Guarantee.
- b. Security for the Community Park Improvements. In order to secure the construction and installation of the Community Park Improvements, the Property Owner shall, on or prior to the date of probationary acceptance of all Public Improvements (“**Park Security Deadline**”), furnish the Town, at the Property Owner’s expense, with the performance guarantee described herein. The performance guarantee provided by the Property Owner shall be cash security or an irrevocable letter of credit in which the Town is designated as a beneficiary in an amount equal to one hundred ten percent (110%) of the estimated costs of the Community Park Improvements to be constructed and installed, as set forth in **Exhibit K**, to secure the performance and completion of the Community Park Improvements (the “**Community Park Security**”). Letters of credit shall be substantially in the form and content set forth in **Exhibit D-1**, attached hereto and incorporated herein, and shall be subject to the review and approval of the Town Attorney. If the Property Owner provides the Community Park Security in cash, it shall be paid to the Town

according to the terms and conditions of the Financial Guarantee, which shall be substantially in the form and content set forth in **Exhibit D**, attached hereto and incorporated herein, and shall be subject to the review and approval of the Town Attorney.

- c. Cost Estimate. The estimated costs of the Public Improvements and the Community Park Improvements shall be a figure mutually agreed upon by the Property Owner and the Town's Director of Engineering/Public Works, as set forth in **Exhibits C-1, C-2, C-3, and K**, respectively. If, however, they are unable to agree, the Director of Engineering/Public Works' estimate shall govern after giving consideration to information provided by the Property Owner, including, but not limited to, construction contracts and engineering estimates. The purpose of the cost estimate is solely to determine the amount of security. No representations are made as to the accuracy of these estimates and the Property Owner agrees to pay the actual costs of all such Public Improvements and Community Park Improvements.
- d. Adjusted Cost Estimate. The estimated costs of the Public Improvements and Community Park Improvements may increase in the future. Accordingly, the Town reserves the right to review and adjust the cost estimates on an annual basis. Adjusted cost estimates will be made according to changes in the Construction Costs Index, as published by the Engineering News Record. If the Town adjusts the cost estimate for the Public Improvements or the Community Park Improvements, the Town shall give written notice to the Property Owner. The Property Owner shall, within thirty (30) days after receipt of said written notice, provide the Town with a new or amended letter of credit in the amount of the adjusted cost estimates. If the Property Owner refuses or fails to so provide the Town with a new or amended letter of credit, the Town may exercise the remedies provided for in Paragraph 7 of this Agreement; provided, however, that prior to increasing the amount of additional security required, the Town shall give credit to the Property Owner for all required Public Improvements and Community Park Improvements which have actually been completed so that the amount of security required at any time shall relate to the cost of required Public Improvements or Community Park Improvements not yet constructed.
- e. Completion of the Public Improvements or Community Park Improvements by the Town. In the event the Public Improvements or Community Park Improvements are not constructed or completed within the period of time specified by Paragraph 10 of this Agreement or a written extension of time mutually agreed upon by the parties to this Agreement, the Town may draw on the Financial Guarantees described in Subparagraphs 13.a and 13.b to complete the Public Improvements and/or Community Park Improvements called for in this Agreement.
- f. Security for Warranty Period. Upon completion of performance of such improvements, conditions and requirements within the required time and the approval of the Town's Director of Engineering/Public Works, the Property Owner shall either issue an irrevocable letter of credit or provide cash security to the Town in the amount of twenty percent (20%) of the total cost of construction and installation of the Public Improvements and Community Park Improvements, respectively, to be held by the Town during the two-year warranty period for each set of improvements. The Town shall retain the warranty security

for each Phase of the Public Improvements, including the Phase 1, Phase 2, and Phase 3 Improvements, as described in this subparagraph, until the Town's issuance of final acceptance of such Phase of Improvements, as provided in Paragraph 8(a). If at the conclusion of the warranty period for each of either the Public Improvements or the Community Park Improvements, the Property Owner does not remedy any defects in the Public Improvements or Community Park Improvements as identified by the Town's Director of Engineering/Public Works, including items included in a punch list, the monies may be used to fix any such defects identified in the Public Improvements or Community Park Improvements.

14. Nuisance Conditions.

- a. Nuisances. The Property Owner agrees to prevent the existence of any nuisances by way of its construction activities, as nuisances are defined by Title 6 of the Parker Municipal Code, and as referenced in Title 11 of the Parker Municipal Code. In the event the authorized inspector/designated Town authority determines that a nuisance exists, the Property Owner shall be subject to the provisions set forth in Parker Municipal Code Sections 11.12.040 and 11.12.050, regarding the abatement of nuisances and the cost assessed for the abatement thereof.
- b. Use of Performance Guarantee for Abatement. In addition to the provisions above, if the nuisance is not abated or an abatement plan is not submitted to the satisfaction of the Town, the Town may, upon thirty (30) days' notice under this Agreement, exercise the right to draw upon the performance guarantee specified in Paragraph 13 of this Agreement. The Town may draw on the performance guarantee in order to pay the cost of abating the nuisance, including any expenses and penalties incurred under the Parker Municipal Code. The Town may exercise this right in addition to, or in lieu of, the withholding of permits and/or the withholding of certificates of occupancy. The right to draw on the performance guarantee shall be subject to the sole discretion of the Town, provided the Property Owner has received thirty (30) days' notice, as provided herein.
- c. Remedies. The Town Planning Department and the Department of Engineering/Public Works shall be authorized to cease processing any land use or permit applications submitted by the same developer for the property that is contained within the same Planned Unit Development, until the nuisance is abated. This shall include, but not be limited to, acceptance of applications, sending referrals, scheduling meetings or hearings, or conducting reviews of projects.

15. Association. An association shall be created by the Property Owner under the laws of the State of Colorado or the Property shall be included in an existing association, if possible. The association must be lawfully established in accordance with the requirements of the Parker Municipal Code, concerning Associations, before any properties within the development are sold to third parties. The Town Attorney shall review the association's declaration of covenants, conditions, and restrictions and articles of organization or incorporation (the "Association Documents") to ensure that they have met the Town's requirements. The Association Documents must, at a minimum, include those provisions set forth in Section 13.08.140 of the Parker Municipal Code. This includes requiring that the association maintain

the private improvements, including, but not limited to, the Pool Improvements, private streets, private parks, private open space, drainage facilities, landscaping and medians, common areas and facilities, recreation areas and facilities, stormwater management areas and facilities, walkways and other facilities, as identified on the final plat and/or subject to a license agreement(s) entered into between the Property Owner and the Town, contemporaneously with this Agreement or prior to final acceptance of the Public Improvements, and to assume all responsibilities therefor as shown on the final plat and/or described in the license agreement(s), including sufficient funding to meet these responsibilities. Additionally, the Association Documents must include provisions providing that the association will maintain all Public Improvements and private improvements located within tracts identified on the Final Plat as the association's responsibility, except for those Public Improvements conveyed to and accepted by the Town pursuant to Paragraph 12 or conveyed to a metropolitan district and maintained by such district pursuant to its service plan; that the association shall maintain all improvements required by the Landscaping Plans (except to the extent maintained by a metropolitan district); and that the association shall maintain all trails and sidewalks identified on the final plat, including snow removal, regardless of whether such trails and sidewalks are adjacent to Town-owned property, unless otherwise specified in this Agreement or the Annexation Agreement or maintained by a metropolitan district. Repairs to public sidewalks shall be made by the Town. In lieu of the association performing maintenance of the improvements on tracts owned by the association, if any, as set forth above, the Property Owner may enter into a license agreement with a metropolitan or other special district, in a form approved by the Town Attorney, pursuant to which the district shall perform the maintenance activities required by this paragraph (provided that no license shall be necessary for a metropolitan district's maintenance of improvements located on a tract owned by such district).

16. Indemnification, Taxes & Insurance.

- a. Indemnification. The Property Owner shall indemnify and hold harmless the Town, its officers, employees, agents or servants from any and all suits, actions and claims of every nature and description caused by, arising from or on account of any act or omission of the Property Owner, or of any other person or entity for whose act or omission the Property Owner is liable, with respect to construction of the Public Improvements and Community Park Improvements; and the Property Owner shall pay any and all judgments rendered against the Town as the result of any suit, action or claim, together with all reasonable expenses and attorney fees incurred by the Town in defending any such suit, action or claim.
- b. Property Taxes. The Property Owner shall pay all property taxes on the Property dedicated to the Town, and shall indemnify and hold harmless the Town for any property tax liability.
- c. Workers' Compensation Insurance. The Property Owner shall require that all contractors and other employees engaged in construction of Public Improvements and Community Park Improvements shall maintain adequate workers' compensation insurance and public liability coverage and shall faithfully comply with the provisions of the Federal Occupational Safety and Health Act.

17. Waiver of Defects. In executing this Agreement the Property Owner waives all objections it may have concerning defects, if any, in the formalities whereby it is executed, or concerning the power of the Town to impose conditions on the Property Owner, as set forth herein, and concerning the procedure, substance and form of the ordinances or resolutions adopting this Agreement.
18. Modifications. This Agreement shall not be amended, except by subsequent written agreement of the parties.
19. Release of Liability. It is expressly understood that the Town cannot be legally bound by the representations of any of its officers or agents or their designees, except in accordance with the Parker Municipal Code and the laws of the State of Colorado.
20. Captions. The captions to this Agreement are inserted only for the purpose of convenient reference and in no way define, limit or prescribe the scope or intent of this Agreement or any part thereof.
21. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns, as the case may be.
22. Invalid Provision. If any provision of this Agreement shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision hereof, and all of the other provisions shall remain in full force and effect. It is the intention of the parties hereto that if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other which would render the provision valid, then the provision shall have the meaning which renders it valid.
23. Governing Law. The laws of the State of Colorado shall govern the validity, performance and enforcement of this Agreement. Should either party institute legal suit or action for enforcement of any obligation contained herein, it is agreed that venue of such suit or action shall be in Douglas County, Colorado.
24. Attorney Fees. Should this Agreement become the subject of litigation to resolve a claim of default of performance by the Property Owner and a court of competent jurisdiction determines that the Property Owner was in default in the performance of the Agreement, the Property Owner shall pay the attorney fees, expenses and court costs of the Town.
25. Notices.
 - a. Key Notices. "Key Notices" under this Agreement are notices regarding Agreement default, contractual dispute, or termination of the Agreement. Key Notices shall be given in writing and shall be deemed received if given by: (i) electronic mail (as set forth in subsection (b) below) when transmitted, if transmitted on a business day and during normal business hours of the recipient, and otherwise on the next business day following transmission; (ii) certified mail, return receipt requested, postage prepaid, three (3) business days after being deposited in the United States mail; or (iii) overnight carrier service or personal delivery, when received. For Key Notices, the parties will follow up any electronic mail with a hard copy of the communication by the means described in

subsection (a)(ii) or (a)(iii) above. The requirement for following up a Key Notice made by electronic mail with a hard copy shall be deemed waived by the receiving party upon acknowledgement, via electronic mail, within three business day of transmission of the Key Notice, that the Key Notice has been received. All other communications or notices between the parties that are not Key Notices may be done via electronic mail. Notice shall be given to the parties at the following addresses:

Notice to the Town: Town of Parker
Attn: Director of Engineering/Public Works
20120 E. Mainstreet
Parker, Colorado 80138
publicworks@parkerco.gov

With copy to: Town of Parker
Attn: Town Attorney
20120 E. Mainstreet
Parker, Colorado 80138
contracts@parkerco.gov

Notice to
Property Owner: Tanterra Development II, LLC
7353 S. Alton Way, Suite A100
Englewood, CO 80112
Attn: Christopher P. Elliot
Email: celliot@e5xmanagement.com

With copy to: Davis & Ceriani, P.C.
1600 Stout Street, Suite 1710
Denver, CO 80202
Attn: Edward R. Gorab
Email: egorab@davisandceriani.com

All Key Notices to the Town shall include a reference to the Agreement, including the Property Owner's name and the date of the Agreement.

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

26. Approvals. Whenever approval or acceptance of the Town is necessary, pursuant to any provision of this Agreement, the Town shall act reasonably and in a timely manner in responding to such request for approval or acceptance.
27. Assignment or Assignments. There shall be no partial transfer or assignment of any of the rights or obligations of the Property Owner under this Agreement. There shall be no assignment of this Agreement without the prior written approval of the Town, which the Town may grant or withhold in its sole discretion. The Property Owner agrees to provide the Town with at least fourteen (14) days' advance written notice of the proposed transfer or assignment of this Agreement.
28. Recording of Agreement. This Agreement shall be recorded in the real estate records of Douglas County and shall be a covenant running with the Property, in order to put prospective purchasers or other interested parties on notice as to the terms and provisions hereof.
29. Title and Authority. The Property Owner expressly warrants and represents to the Town that it is the record owner of the property constituting the Property and further represents and warrants, together with the undersigned individuals, that the undersigned individuals have full power and authority to enter into this Subdivision Agreement. The Property Owner and the undersigned individuals understand that the Town is relying on such representations and warranties in entering into this Agreement.
30. Force Majeure. Whenever the Property Owner is required to complete the construction, repair, or replacement of Public Improvements by an agreed deadline, Property Owner shall be entitled to an extension of time equal to a delay in completing the foregoing, due to unforeseeable causes beyond the control and without the fault or negligence of the Property Owner, including, but not limited to, acts of God, weather, fires, and strikes.
31. Execution by Counterparts; Electronic Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The parties approve the use of electronic signatures for execution of this Agreement. All documents must be properly notarized, if applicable. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§24-71.3-101 to -121.

[Remainder of the page intentionally left blank]

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

TOWN OF PARKER, COLORADO

By: _____
Joshua Rivero, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Jamie Wynn, Town Attorney

**TANTERRA DEVELOPMENT II, LLC,
a Colorado limited liability company**

By: E5X Management, Inc., a Colorado
corporation, its Manager

By: _____
Christopher Elliott, President

EXHIBIT LIST

Exhibit A	Legal Description of the Property
Exhibit B	Copy of the Final Plat
Exhibit C-1	Estimated Cost of Phase 1 Public Improvements
Exhibit C-2	Estimated Cost of Phase 2 Public Improvements
Exhibit C-3	Estimated Cost of Phase 3 Public Improvements
Exhibit D	Form of Financial Guarantee
Exhibit D-1	Form of Letter of Credit
Exhibit E	Estimated Cost of Streetscape Improvements
Exhibit F	Estimated Cost of Landscape Improvements
Exhibit G	Estimated Cost of Median Landscape Improvements
Exhibit H	Community Park Improvements Maintenance Requirements
Exhibit I	Vicinity Map – Oak Gulch Drainageway Improvements
Exhibit J	Shared Stroh Obligation Payment – Preliminary Draft Final Plats for Tanterra Filing Numbers 2 through 7
Exhibit K	Estimated Cost of Community Park Improvements
Exhibit L	Public Improvements Phasing Plan

EXHIBIT A

TANTERRA PARCEL 1A

LEGAL DESCRIPTION

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

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 32, BEING MONUMENTED BY A FOUND 1 INCH DIAMETER STEEL PIN WITH A 3-1/4 INCH DIAMETER ALUMINUM CAP SET BY PLS 28286, FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION, BEING MONUMENTED BY A FOUND NO. 6 REBAR WITH A 3-1/4 DIAMETER ALUMINUM CAP SET BY PLS 22561, IS ASSUMED TO BEAR NORTH 89°24'39" EAST, A DISTANCE OF 2666.87 FEET WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE SOUTH 88°17'08" EAST, A DISTANCE OF 2541.00 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY OF HESS ROAD, AS RECORDED AT RECEPTION NUMBER 2004088617 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER, SAID POINT BEING THE **POINT OF BEGINNING**;

THENCE THE FOLLOWING SIX (6) COURSES TO FOLLOW SAID RIGHT OF WAY;

1. NORTH 87°45'26" EAST, A DISTANCE OF 127.03 FEET;
2. NORTH 73°52'11" EAST, A DISTANCE OF 31.67 FEET;
3. NORTH 87°45'49" EAST, A DISTANCE OF 244.10 FEET;
4. SOUTH 51°33'09" EAST, A DISTANCE OF 75.88 FEET;
5. SOUTH 10°52'07" EAST, A DISTANCE OF 323.05 FEET, TO A POINT OF CURVATURE;
6. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1285.00 FEET, A CENTRAL ANGLE OF 01°01'05", AN ARC LENGTH OF 22.83 FEET, THE CHORD OF WHICH BEARS SOUTH 11°22'38" EAST, 22.83 FEET, TO A POINT OF COMPOUND CURVATURE, SAID POINT BEING THE NORTHWESTERLY MOST CORNER OF THAT CERTAIN RIGHT OF WAY ACQUISITION RECORDED AT RECEPTIONS NUMBER 20055036076 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER;

THENCE THE FOLLOWING THREE (3) COURSES ALONG THE BOUNDARY OF SAID RIGHT OF WAY ACQUISITION;

1. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1285.00 FEET, A CENTRAL ANGLE OF 10°43'55", AN ARC LENGTH OF 240.69 FEET, THE CHORD OF WHICH BEARS SOUTH 17°10'45" EAST, 240.34 FEET, TO A POINT OF NON-TANGENCY;
2. THENCE NORTH 67°22'59" EAST, A DISTANCE OF 170.00 FEET, TO A POINT OF NON-TANGENTIAL CURVATURE;
3. THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1115.00 FEET, A CENTRAL ANGLE OF 10°43'56", AN ARC LENGTH OF 208.85 FEET, THE CHORD OF WHICH BEARS NORTH 17°10'05" WEST, 208.55 FEET, TO A POINT OF COMPOUND CURVATURE, SAID POINT BEING ON THE SOUTHERLY BOUNDARY OF SAID HESS ROAD AS RECORDED AT RECEPTION NUMBER 2004088617 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER;

THENCE THE FOLLOWING SEVEN (7) COURSES TO FOLLOW SAID SOUTHERLY RIGHT OF WAY;

1. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1115.00 FEET, A CENTRAL ANGLE OF 01°01'05", AN ARC LENGTH OF 19.81 FEET, THE CHORD OF WHICH BEARS NORTH 11°22'38" WEST, 19.81 FEET TO A POINT OF TANGENCY;

2. NORTH 10°52'07" WEST, A DISTANCE OF 296.76 FEET;
3. NORTH 38°28'36" EAST, A DISTANCE OF 65.35 FEET;
4. NORTH 87°47'34" EAST, A DISTANCE OF 712.83 FEET, TO A POINT OF NON-TANGENTIAL CURVATURE;
5. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 5661.50 FEET, A CENTRAL ANGLE OF 04°19'26", AN ARC LENGTH OF 427.24 FEET, THE CHORD OF WHICH BEARS NORTH 89°55'39" EAST, 427.14 FEET TO A POINT OF NON-TANGENCY;
6. SOUTH 87°54'37" EAST, A DISTANCE OF 829.56 FEET, TO A POINT OF NON-TANGENTIAL CURVATURE;
7. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 2360.50 FEET, A CENTRAL ANGLE OF 03°01'06", AN ARC LENGTH OF 124.35 FEET, THE CHORD OF WHICH BEARS SOUTH 89°25'11" EAST, 124.34 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 33. SAID POINT BEING A POINT OF NON-TANGENCY;

THENCE SOUTH 00°04'20" EAST, ALONG SAID WEST LINE A DISTANCE OF 15.00 FEET, TO A POINT OF NON-TANGENTIAL CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 2375.50 FEET, A CENTRAL ANGLE OF 03°00'47", AN ARC LENGTH OF 124.92 FEET, THE CHORD OF WHICH BEARS NORTH 89°25'01" WEST, 124.90 FEET;

THENCE NORTH 87°54'37" WEST, A DISTANCE OF 829.52 FEET, TO A POINT OF NON-TANGENTIAL CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 5646.50 FEET, A CENTRAL ANGLE OF 04°19'27", AN ARC LENGTH OF 426.16 FEET, THE CHORD OF WHICH BEARS SOUTH 89°55'40" WEST, 426.06 FEET TO A POINT OF NON-TANGENCY;

THENCE SOUTH 87°47'34" WEST, A DISTANCE OF 667.62 FEET;

THENCE SOUTH 45°19'49" WEST, A DISTANCE OF 92.67 FEET;

THENCE SOUTH 10°52'07" EAST, A DISTANCE OF 267.66 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1100.00 FEET, A CENTRAL ANGLE OF 11°39'56", AN ARC LENGTH OF 223.97 FEET, THE CHORD OF WHICH BEARS SOUTH 16°42'05" EAST, 223.58 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 22°32'03" EAST, A DISTANCE OF 924.29 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 2800.00 FEET, A CENTRAL ANGLE OF 03°37'28", AN ARC LENGTH OF 177.12 FEET, THE CHORD OF WHICH BEARS SOUTH 20°43'19" EAST, 177.09 FEET TO A POINT OF NON-TANGENCY;

THENCE SOUTH 63°03'20" EAST, A DISTANCE OF 41.57 FEET;

THENCE NORTH 72°48'29" EAST, A DISTANCE OF 179.64 FEET;

THENCE NORTH 81°55'39" EAST, A DISTANCE OF 122.60 FEET, TO A POINT OF NON-TANGENTIAL CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 550.00 FEET, A CENTRAL ANGLE OF 20°38'52", AN ARC LENGTH OF 198.20 FEET, THE CHORD OF WHICH BEARS SOUTH 89°35'23" EAST, 197.13 FEET, TO A POINT OF TANGENCY;

THENCE SOUTH 79°15'57" EAST, A DISTANCE OF 119.81 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 470.00 FEET, A CENTRAL ANGLE OF 21°08'07", AN ARC LENGTH OF 173.37 FEET, THE CHORD OF WHICH BEARS SOUTH 89°50'00" EAST, 172.39 FEET, TO A POINT OF TANGENCY;

THENCE NORTH 79°35'56" EAST, A DISTANCE OF 480.79 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 590.00 FEET, A CENTRAL ANGLE OF 18°44'00", AN ARC LENGTH OF 192.91 FEET, THE CHORD OF WHICH BEARS NORTH 88°57'56" EAST, 192.05 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 81°40'04" EAST, A DISTANCE OF 264.36 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 590.00 FEET, A CENTRAL ANGLE OF 21°40'17", AN ARC LENGTH OF 223.16 FEET, THE CHORD OF WHICH BEARS SOUTH 70°49'55" EAST, 221.83 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 59°59'46" EAST, A DISTANCE OF 501.70 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 560.00 FEET, A CENTRAL ANGLE OF 61°35'09", AN ARC LENGTH OF 601.93 FEET, THE CHORD OF WHICH BEARS NORTH 89°12'39" EAST, 573.37 FEET TO A POINT OF TANGENCY;

THENCE NORTH 58°25'04" EAST, A DISTANCE OF 356.83 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 550.00 FEET, A CENTRAL ANGLE OF 25°44'59", AN ARC LENGTH OF 247.18 FEET, THE CHORD OF WHICH BEARS NORTH 71°17'34" EAST, 245.11 FEET, TO A POINT OF REVERSE CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 83°24'05", AN ARC LENGTH OF 29.11 FEET, THE CHORD OF WHICH BEARS NORTH 42°28'00" EAST, 26.61 FEET;

THENCE NORTH 00°45'58" EAST, A DISTANCE OF 45.23 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 595.50 FEET, A CENTRAL ANGLE OF 32°33'56", AN ARC LENGTH OF 338.47 FEET, THE CHORD OF WHICH BEARS NORTH 17°02'56" EAST, 333.93 FEET TO A POINT OF TANGENCY;

THENCE NORTH 33°19'54" EAST, A DISTANCE OF 122.96 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 470.00 FEET, A CENTRAL ANGLE OF 61°09'18", AN ARC LENGTH OF 501.66 FEET, THE CHORD OF WHICH BEARS NORTH 02°45'15" EAST, 478.18 FEET TO A POINT OF TANGENCY;

THENCE NORTH 27°49'24" WEST, A DISTANCE OF 231.31 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 550.00 FEET, A CENTRAL ANGLE OF 27°04'47", AN ARC LENGTH OF 259.95 FEET, THE CHORD OF WHICH BEARS NORTH 14°17'00" WEST, 257.53 FEET TO A POINT OF TANGENCY;

THENCE NORTH 00°44'37" WEST, A DISTANCE OF 121.86 FEET;

THENCE NORTH 45°44'35" WEST, A DISTANCE OF 70.71 FEET;

THENCE SOUTH 89°15'27" WEST, A DISTANCE OF 218.09 FEET;

THENCE NORTH 86°30'36" WEST, A DISTANCE OF 203.24 FEET, TO A POINT ON THE SOUTH RIGHT OF WAY OF SAID HESS ROAD;

THENCE NORTH 89°15'27" EAST, ALONG SAID SOUTH RIGHT OF WAY, A DISTANCE OF 511.08 FEET TO THE NORTHWEST CORNER OF TRACT N, SUNMARKE FILING NO. 1A RECORDED AT RECEPTION NO. 2020020677 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE;

THENCE THE FOLLOWING EIGHTEEN (18) COURSES TO FOLLOW THE WESTERLY BOUNDARY OF SAID SUNMARKE FILING NO. 1A;

1. SOUTH 01°31'33" EAST, A DISTANCE OF 235.08 FEET;
2. SOUTH 77°48'21" EAST, A DISTANCE OF 445.82 FEET;
3. NORTH 83°44'15" EAST, A DISTANCE OF 845.21 FEET;
4. SOUTH 06°40'12" EAST, A DISTANCE OF 413.80 FEET;
5. SOUTH 65°33'49" WEST, A DISTANCE OF 67.52 FEET;
6. SOUTH 58°33'38" WEST, A DISTANCE OF 65.91 FEET;
7. SOUTH 57°11'36" WEST, A DISTANCE OF 61.94 FEET;
8. NORTH 86°57'34" WEST, A DISTANCE OF 107.52 FEET;
9. SOUTH 43°24'16" WEST, A DISTANCE OF 865.45 FEET, TO A POINT OF CURVATURE;
10. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 175.00 FEET, A CENTRAL ANGLE OF 67°56'30", AN ARC LENGTH OF 207.52 FEET, THE CHORD OF WHICH BEARS SOUTH 72°57'10" WEST, A DISTANCE OF 195.57 FEET, TO A POINT OF NON-TANGENCY;
11. SOUTH 34°13'40" WEST, A DISTANCE OF 242.54 FEET;
12. SOUTH 22°24'09" WEST, A DISTANCE OF 69.76 FEET;
13. SOUTH 67°27'35" EAST, A DISTANCE OF 22.58 FEET, TO A POINT OF CURVATURE;
14. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 465.00 FEET, A CENTRAL ANGLE OF 20°57'22", AN ARC LENGTH OF 170.07 FEET, THE CHORD OF WHICH BEARS SOUTH 57°02'51" EAST, A DISTANCE OF 169.13 FEET, TO A POINT OF TANGENCY;
15. SOUTH 46°37'36" EAST, A DISTANCE OF 125.80 FEET, TO A POINT OF CURVATURE;
16. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 335.00 FEET, A CENTRAL ANGLE OF 03°44'11", AN ARC LENGTH OF 21.85 FEET, THE CHORD OF WHICH BEARS SOUTH 48°26'41" EAST, A DISTANCE OF 21.84 FEET;
17. SOUTH 46°17'42" EAST, A DISTANCE OF 25.23 FEET;
18. SOUTH 27°14'29" WEST, A DISTANCE OF 203.54 FEET, TO A POINT ON THE EXTERIOR BOUNDARY OF STROH RANCH FILING NO. 18B, 7TH AMENDMENT, RECORDED AT RECEPTION NUMBER 2018074962 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER;

THENCE ALONG THE EXTERIOR BOUNDARY OF SAID STROH RANCH FILING NO. 18B, 7TH AMENDMENT, THE FOLLOWING FOUR (4) COURSES:

1. SOUTH 27°16'26" WEST, A DISTANCE OF 405.89 FEET;
2. SOUTH 42°38'10" WEST, A DISTANCE OF 600.62 FEET;
3. SOUTH 37°09'18" WEST, A DISTANCE OF 217.28 FEET;
4. SOUTH 13°57'41" WEST, A DISTANCE OF 115.84 FEET, TO A POINT ON THE EXTERIOR BOUNDARY OF STROH RANCH FILING NO. 18B, 6TH AMENDMENT, RECORDED AT RECEPTION NUMBER 2018074956 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER;

THENCE ALONG THE EXTERIOR BOUNDARY OF SAID STROH RANCH FILING NO. 18B, 6TH AMENDMENT THE FOLLOWING THREE (3) COURSES:

1. SOUTH 13°57'41" WEST, A DISTANCE OF 203.08 FEET;
2. SOUTH 41°04'26" EAST, A DISTANCE OF 298.72 FEET;
3. SOUTH 27°30'01" EAST, A DISTANCE OF 875.15 FEET, TO A POINT ON THE EXTERIOR BOUNDARY OF STROH RANCH FILING NO. 17C, 1ST AMENDMENT, RECORDED AT RECEPTION NUMBER 2016032140 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER;

THENCE ALONG THE EXTERIOR BOUNDARY OF SAID STROH RANCH FILING NO. 17C, 1ST AMENDMENT, SOUTH 27°38'24" EAST, A DISTANCE OF 154.56 FEET;

THENCE THE FOLLOWING NINETY-SIX (96) COURSES TO A POINT ON THE SOUTHERLY BOUNDARY OF THAT PARCEL OF LAND DESCRIBED AT RECEPTION NO. 2011077256 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER;

1. SOUTH 72°10'26" WEST, A DISTANCE OF 279.45 FEET;
2. NORTH 12°21'26" EAST, A DISTANCE OF 55.69 FEET;
3. NORTH 09°34'05" EAST, A DISTANCE OF 55.69 FEET;
4. NORTH 06°46'44" EAST, A DISTANCE OF 55.69 FEET;
5. NORTH 01°30'57" WEST, A DISTANCE OF 55.81 FEET;
6. NORTH 02°08'56" WEST, A DISTANCE OF 55.44 FEET;
7. NORTH 02°57'42" WEST, A DISTANCE OF 50.06 FEET;
8. NORTH 06°39'52" WEST, A DISTANCE OF 89.79 FEET;
9. NORTH 20°10'53" WEST, A DISTANCE OF 65.50 FEET;
10. NORTH 69°05'54" WEST, A DISTANCE OF 106.52 FEET;
11. NORTH 82°27'13" WEST, A DISTANCE OF 64.42 FEET;
12. NORTH 77°48'34" WEST, A DISTANCE OF 66.15 FEET;
13. NORTH 09°55'55" EAST, A DISTANCE OF 50.00 FEET;

14. NORTH 30°53'43" EAST, A DISTANCE OF 63.57 FEET;
15. NORTH 12°50'03" EAST, A DISTANCE OF 62.00 FEET;
16. NORTH 08°34'18" WEST, A DISTANCE OF 72.73 FEET;
17. NORTH 36°16'10" WEST, A DISTANCE OF 80.25 FEET;
18. NORTH 62°36'33" WEST, A DISTANCE OF 93.81 FEET;
19. SOUTH 81°05'48" WEST, A DISTANCE OF 86.67 FEET;
20. SOUTH 89°08'50" WEST, A DISTANCE OF 53.88 FEET;
21. SOUTH 05°47'03" WEST, A DISTANCE OF 115.00 FEET, TO A POINT OF CURVATURE;
22. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1732.50 FEET, A CENTRAL ANGLE OF 11°59'12", AN ARC LENGTH OF 362.45 FEET, THE CHORD OF WHICH BEARS SOUTH 89°47'27" WEST, 361.79 FEET;
23. SOUTH 83°47'51" WEST, A DISTANCE OF 12.84 FEET, TO A POINT OF CURVATURE;
24. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 40.00 FEET, A CENTRAL ANGLE OF 42°48'10", AN ARC LENGTH OF 29.88 FEET, THE CHORD OF WHICH BEARS NORTH 74°48'04" WEST, 29.19 FEET, TO A POINT OF CURVATURE;
25. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 52.00 FEET, A CENTRAL ANGLE OF 150°51'05", AN ARC LENGTH OF 136.91 FEET, THE CHORD OF WHICH BEARS SOUTH 51°10'29" WEST, 100.65 FEET;
26. NORTH 83°03'47" WEST, A DISTANCE OF 115.00 FEET;
27. SOUTH 03°48'53" WEST, A DISTANCE OF 49.95 FEET;
28. SOUTH 09°53'41" WEST, A DISTANCE OF 53.69 FEET;
29. SOUTH 05°34'56" WEST, A DISTANCE OF 214.46 FEET;
30. SOUTH 00°13'40" EAST, A DISTANCE OF 160.74 FEET;
31. SOUTH 03°29'05" EAST, A DISTANCE OF 53.59 FEET;
32. SOUTH 05°14'42" EAST, A DISTANCE OF 53.59 FEET;
33. SOUTH 07°00'20" EAST, A DISTANCE OF 53.59 FEET;
34. SOUTH 09°18'08" EAST, A DISTANCE OF 53.58 FEET;
35. SOUTH 11°35'09" EAST, A DISTANCE OF 253.93 FEET;
36. SOUTH 11°13'28" EAST, A DISTANCE OF 50.00 FEET;
37. SOUTH 13°49'20" EAST, A DISTANCE OF 63.69 FEET;
38. SOUTH 72°27'32" WEST, A DISTANCE OF 150.00 FEET;
39. SOUTH 74°58'53" WEST, A DISTANCE OF 50.48 FEET;
40. SOUTH 08°56'20" EAST, A DISTANCE OF 115.00 FEET, TO A POINT OF CURVATURE;
41. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 312.50 FEET, A CENTRAL ANGLE OF 01°46'03", AN ARC LENGTH OF 9.64 FEET, THE CHORD OF WHICH BEARS SOUTH 81°56'41" WEST, 9.64 FEET;

42. SOUTH $82^{\circ}49'42''$ WEST, A DISTANCE OF 1.01 FEET, TO A POINT OF CURVATURE;
43. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF $87^{\circ}38'35''$, AN ARC LENGTH OF 30.59 FEET, THE CHORD OF WHICH BEARS NORTH $53^{\circ}21'00''$ WEST, 27.70 FEET, TO A POINT OF CURVATURE;
44. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1135.00 FEET, A CENTRAL ANGLE OF $09^{\circ}48'57''$, AN ARC LENGTH OF 194.45 FEET, THE CHORD OF WHICH BEARS NORTH $14^{\circ}26'12''$ WEST, 194.21 FEET, TO A POINT OF CURVATURE;
45. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 545.00 FEET, A CENTRAL ANGLE OF $29^{\circ}40'29''$, AN ARC LENGTH OF 282.27 FEET, THE CHORD OF WHICH BEARS NORTH $34^{\circ}10'55''$ WEST, 279.12 FEET;
46. NORTH $49^{\circ}01'09''$ WEST, A DISTANCE OF 263.55 FEET, TO A POINT OF CURVATURE;
47. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF $89^{\circ}56'27''$, AN ARC LENGTH OF 31.40 FEET, THE CHORD OF WHICH BEARS NORTH $04^{\circ}02'56''$ WEST, 28.27 FEET;
48. NORTH $40^{\circ}55'18''$ EAST, A DISTANCE OF 10.02 FEET;
49. SOUTH $49^{\circ}01'09''$ EAST, A DISTANCE OF 115.00 FEET;
50. NORTH $40^{\circ}58'51''$ EAST, A DISTANCE OF 120.00 FEET;
51. NORTH $42^{\circ}38'40''$ EAST, A DISTANCE OF 63.11 FEET;
52. NORTH $34^{\circ}46'28''$ EAST, A DISTANCE OF 79.37 FEET;
53. NORTH $25^{\circ}22'41''$ EAST, A DISTANCE OF 79.37 FEET;
54. NORTH $17^{\circ}26'05''$ EAST, A DISTANCE OF 71.55 FEET;
55. NORTH $12^{\circ}09'12''$ EAST, A DISTANCE OF 68.50 FEET;
56. NORTH $10^{\circ}25'10''$ EAST, A DISTANCE OF 69.97 FEET;
57. NORTH $03^{\circ}53'57''$ EAST, A DISTANCE OF 50.04 FEET;
58. NORTH $04^{\circ}12'19''$ WEST, A DISTANCE OF 92.61 FEET;
59. NORTH $14^{\circ}03'36''$ WEST, A DISTANCE OF 79.37 FEET;
60. NORTH $23^{\circ}27'23''$ WEST, A DISTANCE OF 79.37 FEET;
61. NORTH $32^{\circ}51'11''$ WEST, A DISTANCE OF 79.37 FEET;
62. NORTH $42^{\circ}14'58''$ WEST, A DISTANCE OF 79.37 FEET;
63. NORTH $51^{\circ}38'45''$ WEST, A DISTANCE OF 79.37 FEET;
64. NORTH $61^{\circ}02'33''$ WEST, A DISTANCE OF 79.37 FEET;
65. NORTH $70^{\circ}26'20''$ WEST, A DISTANCE OF 79.37 FEET;
66. NORTH $79^{\circ}41'08''$ WEST, A DISTANCE OF 77.36 FEET;
67. NORTH $85^{\circ}27'28''$ WEST, A DISTANCE OF 60.03 FEET;
68. NORTH $83^{\circ}32'55''$ WEST, A DISTANCE OF 209.09 FEET;
69. NORTH $82^{\circ}46'00''$ WEST, A DISTANCE OF 67.80 FEET;

70. SOUTH $87^{\circ}32'26''$ WEST, A DISTANCE OF 86.03 FEET;
71. SOUTH $77^{\circ}21'11''$ WEST, A DISTANCE OF 86.03 FEET;
72. SOUTH $67^{\circ}09'56''$ WEST, A DISTANCE OF 86.03 FEET;
73. SOUTH $56^{\circ}58'41''$ WEST, A DISTANCE OF 86.03 FEET;
74. SOUTH $63^{\circ}09'49''$ WEST, A DISTANCE OF 66.28 FEET;
75. SOUTH $57^{\circ}50'26''$ WEST, A DISTANCE OF 65.35 FEET;
76. SOUTH $28^{\circ}32'32''$ WEST, A DISTANCE OF 150.83 FEET, TO A POINT OF CURVATURE;
77. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 750.00 FEET, A CENTRAL ANGLE OF $07^{\circ}44'33''$, AN ARC LENGTH OF 101.35 FEET, THE CHORD OF WHICH BEARS NORTH $49^{\circ}49'56''$ WEST, 101.27 FEET;
78. NORTH $53^{\circ}46'59''$ WEST, A DISTANCE OF 78.46 FEET;
79. SOUTH $26^{\circ}12'30''$ WEST, A DISTANCE OF 86.31 FEET, TO A POINT OF CURVATURE;
80. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF $90^{\circ}00'00''$, AN ARC LENGTH OF 31.42 FEET, THE CHORD OF WHICH BEARS SOUTH $81^{\circ}12'59''$ WEST, 28.28 FEET;
81. SOUTH $36^{\circ}12'59''$ WEST, A DISTANCE OF 31.04 FEET, TO A POINT OF CURVATURE;
82. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 605.00 FEET, A CENTRAL ANGLE OF $42^{\circ}31'09''$, AN ARC LENGTH OF 448.97 FEET, THE CHORD OF WHICH BEARS SOUTH $57^{\circ}28'34''$ WEST, 438.74 FEET, TO A POINT OF CURVATURE;
83. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF $85^{\circ}38'29''$, AN ARC LENGTH OF 29.89 FEET, THE CHORD OF WHICH BEARS SOUTH $35^{\circ}54'54''$ WEST, 27.19 FEET;
84. SOUTH $83^{\circ}05'39''$ WEST, A DISTANCE OF 55.00 FEET, TO A POINT OF CURVATURE;
85. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF $85^{\circ}38'29''$, AN ARC LENGTH OF 29.89 FEET, THE CHORD OF WHICH BEARS NORTH $49^{\circ}43'35''$ WEST, 27.19 FEET, TO A POINT OF CURVATURE;
86. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 605.00 FEET, A CENTRAL ANGLE OF $18^{\circ}55'33''$, AN ARC LENGTH OF 199.84 FEET, THE CHORD OF WHICH BEARS NORTH $83^{\circ}05'03''$ WEST, 198.94 FEET;
87. NORTH $73^{\circ}37'16''$ WEST, A DISTANCE OF 165.10 FEET;
88. SOUTH $61^{\circ}22'44''$ WEST, A DISTANCE OF 42.43 FEET;
89. SOUTH $16^{\circ}22'44''$ WEST, A DISTANCE OF 230.93 FEET;
90. SOUTH $21^{\circ}40'08''$ WEST, A DISTANCE OF 162.69 FEET;
91. SOUTH $16^{\circ}22'44''$ WEST, A DISTANCE OF 994.47 FEET, TO A POINT OF CURVATURE;
92. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1415.00 FEET, A CENTRAL ANGLE OF $08^{\circ}09'11''$, AN ARC LENGTH OF 201.35 FEET, THE CHORD OF WHICH BEARS SOUTH $12^{\circ}18'08''$ WEST, 201.18 FEET;
93. SOUTH $00^{\circ}14'24''$ EAST, A DISTANCE OF 174.12 FEET, TO A POINT OF CURVATURE;

94. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1400.00 FEET, A CENTRAL ANGLE OF 13°05'57", AN ARC LENGTH OF 320.08 FEET, THE CHORD OF WHICH BEARS SOUTH 05°23'25" EAST, 319.38 FEET;
95. SOUTH 11°56'24" EAST, A DISTANCE OF 171.94 FEET, TO A POINT OF CURVATURE;
96. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 87°20'36", AN ARC LENGTH OF 53.35 FEET, THE CHORD OF WHICH BEARS SOUTH 55°36'41" EAST, 48.34 FEET TO A POINT ON THE SOUTHERLY MOST BOUNDARY OF THE PARCEL HEREIN DESCRIBED.

THENCE SOUTH 80°43'00" WEST, ALONG SAID SOUTHERLY BOUNDARY, A DISTANCE OF 270.29 FEET, TO A POINT OF NON-TANGENTIAL CURVATURE;

THENCE DEPARTING SAID SOUTHERLY BOUNDARY ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 92°39'24", AN ARC LENGTH OF 56.60 FEET, THE CHORD OF WHICH BEARS NORTH 34°23'18" EAST, 50.63 FEET;

THENCE NORTH 11°56'24" WEST, A DISTANCE OF 159.41 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1600.00 FEET, A CENTRAL ANGLE OF 02°21'03", AN ARC LENGTH OF 65.65 FEET, THE CHORD OF WHICH BEARS NORTH 10°45'52" WEST, 65.65 FEET;

THENCE NORTH 01°29'48" WEST, A DISTANCE OF 170.88 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1585.00 FEET, A CENTRAL ANGLE OF 19°50'25", AN ARC LENGTH OF 548.85 FEET, THE CHORD OF WHICH BEARS NORTH 06°27'31" EAST, 546.12 FEET;

THENCE NORTH 16°22'44" EAST, A DISTANCE OF 2058.85 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 2615.00 FEET, A CENTRAL ANGLE OF 16°48'33", AN ARC LENGTH OF 767.18 FEET, THE CHORD OF WHICH BEARS NORTH 07°58'27" EAST, 764.43 FEET;

THENCE NORTH 07°13'33" WEST, A DISTANCE OF 177.08 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 2600.00 FEET, A CENTRAL ANGLE OF 18°13'33", AN ARC LENGTH OF 827.06 FEET, THE CHORD OF WHICH BEARS NORTH 13°25'16" WEST, 823.58 FEET;

THENCE NORTH 22°32'03" WEST, A DISTANCE OF 69.01 FEET;

THENCE NORTH 17°13'29" WEST, A DISTANCE OF 162.10 FEET;

THENCE NORTH 22°32'03" WEST, A DISTANCE OF 613.70 FEET;

THENCE NORTH 25°52'45" WEST, A DISTANCE OF 184.99 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1300.00 FEET, A CENTRAL ANGLE OF 07°03'19", AN ARC LENGTH OF 160.08 FEET, THE CHORD OF WHICH BEARS NORTH 14°23'46" WEST, 159.98 FEET;

THENCE NORTH 10°52'07" WEST, A DISTANCE OF 315.63 FEET;

THENCE NORTH 51°33'09" WEST, A DISTANCE OF 69.87 FEET;

THENCE SOUTH 87°45'49" WEST, A DISTANCE OF 231.06 FEET;

THENCE NORTH 89°37'32" WEST, A DISTANCE OF 162.05 FEET, TO THE **POINT OF BEGINNING**.

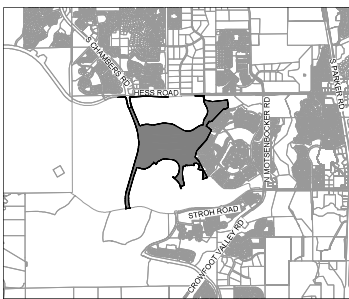
SAID PARCEL CONTAINING A CALCULATED AREA OF 9,723,212 SQUARE FEET OR 223.214 ACRES, MORE OR LESS, AND BEING SUBJECT TO ANY EXISTING EASEMENTS AND/OR RIGHTS OF WAY OF WHATSOEVER NATURE.

THE LINEAL UNIT USED IN THE PREPARATION OF THIS LEGAL DESCRIPTION IS THE U.S. SURVEY FOOT AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.

EXHIBIT B

TANTERRA FILING NO. 1

A PARCEL OF LAND BEING A PART OF SECTIONS 32 AND 33, TOWNSHIP 6 SOUTH, RANGE 66 WEST
AND A PART OF SECTION 5, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO
SHEET 1 OF 22
TOTAL ACREAGE = 223.214 ACRES, 1 LOT, 23 TRACTS



SHEET INDEX	
SHEET 1	COVER SHEET & TRACT TABLE
SHEET 2	LEGAL DESCRIPTION
SHEET 3	NOTES
SHEET 4	OVERALL SHEET
SHEET 5	SHEET LAYOUT
SHEET 6-22	PLAT SHEETS
SHEET 23	LINE & CURVE TABLES

TRACT SUMMARY TABLE					
TRACT	SQ. FT.	AREA	USE	OWNER/DEVELOPER	MAINTENANCE
A	1,279,514 S.F.	31.489 AC.	PARK / DRAINAGE	METRO DISTRICT	METRO DISTRICT
B	130,178 S.F.	3.001 AC.	WELL SITE / OPEN SPACE / DRAINAGE / SIDEWALK	METRO DISTRICT	METRO DISTRICT
C	189,098 S.F.	4.302 AC.	OPEN SPACE / DRAINAGE / UTILITIES / SIDEWALK	METRO DISTRICT	METRO DISTRICT
D	691,594 S.F.	15.829 AC.	FUTURE RESIDENTIAL DEVELOPMENT	OWNERS/DEVELOPER	OWNERS/DEVELOPER
E	62,865 S.F.	1.444 AC.	OPEN SPACE / DRAINAGE / UTILITIES	METRO DISTRICT	METRO DISTRICT
F	16,125 S.F.	0.370 AC.	OPEN SPACE / UTILITIES	METRO DISTRICT	METRO DISTRICT
G	41,564 S.F.	0.950 AC.	OPEN SPACE / DRAINAGE / UTILITIES	METRO DISTRICT	METRO DISTRICT
H	130,862 S.F.	3.001 AC.	WELL SITE / OPEN SPACE / DRAINAGE / SIDEWALK	METRO DISTRICT	METRO DISTRICT
I	344,792 S.F.	7.902 AC.	OPEN SPACE / DRAINAGE / UTILITIES / SIDEWALK	METRO DISTRICT	METRO DISTRICT
J	911,724 S.F.	20.931 AC.	FUTURE RESIDENTIAL DEVELOPMENT	OWNERS/DEVELOPER	OWNERS/DEVELOPER
K	216,340 S.F.	4.980 AC.	OPEN SPACE / DRAINAGE / UTILITIES / SIDEWALK	METRO DISTRICT	METRO DISTRICT
L	197,185 S.F.	4.507 AC.	FUTURE RESIDENTIAL DEVELOPMENT	OWNERS/DEVELOPER	OWNERS/DEVELOPER
M	258,871 S.F.	6.106 AC.	OPEN SPACE / DRAINAGE / UTILITIES / SIDEWALK	METRO DISTRICT	METRO DISTRICT
N	72,712 S.F.	1.660 AC.	PARK / DRAINAGE	METRO DISTRICT	METRO DISTRICT
O	362,871 S.F.	8.303 AC.	OPEN SPACE / DRAINAGE / UTILITIES / SIDEWALK	METRO DISTRICT	METRO DISTRICT
P	139,331 S.F.	3.159 AC.	FUTURE RESIDENTIAL DEVELOPMENT	OWNERS/DEVELOPER	OWNERS/DEVELOPER
Q	181,091 S.F.	4.156 AC.	PARK / DRAINAGE	METRO DISTRICT	METRO DISTRICT
R	873,429 S.F.	20.001 AC.	FUTURE RESIDENTIAL DEVELOPMENT	OWNERS/DEVELOPER	OWNERS/DEVELOPER
S	4,425 S.F.	0.102 AC.	OPEN SPACE / DRAINAGE / UTILITIES	METRO DISTRICT	METRO DISTRICT
T	7,307 S.F.	0.167 AC.	OPEN SPACE / UTILITIES	METRO DISTRICT	METRO DISTRICT
U	342,108 S.F.	7.894 AC.	FUTURE RESIDENTIAL DEVELOPMENT	OWNERS/DEVELOPER	OWNERS/DEVELOPER
V	16,659 S.F.	0.379 AC.	OPEN SPACE / DRAINAGE / UTILITIES / SIDEWALK	METRO DISTRICT	METRO DISTRICT
W	275,894 S.F.	6.290 AC.	OPEN SPACE / DRAINAGE / UTILITIES / SIDEWALK	METRO DISTRICT	METRO DISTRICT

LAND USE SUMMARY CHART			
TYPE	SQ. FT.	NET AREA	% OF TOTAL AREA
POOL LOT	23,897 S.F.	0.546 AC.	0.26%
FUTURE RESIDENTIAL DEVELOPMENT	2,896,219 S.F.	66.447 AC.	29.75%
OPEN SPACE AREAS	2,897,185 S.F.	66.452 AC.	29.76%
PARK LAND	1,633,277 S.F.	37.498 AC.	16.80%
ROAD RIGHTS OF WAY	2,187,183 S.F.	49.923 AC.	22.41%
TOTAL	6,703,716 S.F.	153.614 AC.	100%

PLANNING COMMISSION STATEMENT:

THE PRELIMINARY PLAN FOR THIS PLAT WAS REVIEWED BY THE PLANNING COMMISSION ON JULY 8, 2021.

PLANNING DIRECTOR, ON BEHALF OF THE PLANNING COMMISSION DATE

TITLE VERIFICATION:

THE COMMONWEALTH LAND TITLE INSURANCE COMPANY, A QUALIFIED TITLE INSURANCE COMPANY, DO HEREBY CERTIFY THAT WE HAVE EXAMINED THE TITLE OF ALL LAND PLATTED HEREON AND THAT TITLE TO SUCH LAND IS BY THE DEDICATION(S) FREE AND CLEAR OF ALL LIENS, TAXES AND ENCUMBRANCES EXCEPT FOR THOSE ITEMS SHOWN IN TITLE COMMITMENT NO. 4540480004540004, AMENDMENT NO. 2.

SIGNATURE

BY: _____

AS: _____ OF COMMONWEALTH LAND TITLE INSURANCE COMPANY.

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____ BY _____

AS: _____ OF COMMONWEALTH LAND TITLE INSURANCE COMPANY.

WITNESS MY HAND AND OFFICIAL SEAL

MY COMMISSION EXPIRES _____ NOTARY PUBLIC

APPROVAL OF TOWN COUNCIL:

THIS PLAT WAS APPROVED BY TOWN COUNCIL AND/OR, WHERE APPLICABLE, THE PLANNING DIRECTOR AND DIRECTOR OF ENGINEERING OF THE TOWN OF PARKER, COLORADO, ON THE _____ DAY OF _____, 20____ FOR FILING. THE DEDICATIONS ARE HEREBY ACCEPTED.

ALL EXPENSES INCURRED WITH RESPECT TO IMPROVEMENTS FOR ALL UTILITY SERVICES, PAVING, GRADING, CURBS, GUTTER, SIDEWALKS, ROAD LIGHTING, ROAD SIGNS, FLOOD PROTECTION SIGNS, SPILLAGE STRUCTURES, AND ALL OTHER IMPROVEMENTS THAT MAY BE REQUIRED SHALL BE THE RESPONSIBILITY OF THE SUBGRABBER, AND NOT THE TOWN OF PARKER. THE TOWN SHALL ONLY ACCEPT MAINTENANCE OF THE ROADWAY IMPROVEMENTS AFTER CONSTRUCTION HAS BEEN COMPLETED, AND AFTER THE WARRANTY PERIOD IN ACCORDANCE WITH TOWN REGULATIONS. THE RESPONSIBILITY FOR MAINTAINING THE PRIVATE ROADS, INCLUDING THE REMOVAL OF SNOW ACCUMULATIONS, SHALL BE WITH THE SUBGRABBER OR HIS OR HER ASSIGNS IN PERPETUITY.

THIS ACCEPTANCE DOES NOT GUARANTEE THAT THE SOIL CONDITIONS, SUBSURFACE GEOLOGY, GROUNDWATER CONDITIONS OR FLOODING CONDITIONS OF ANY LOT SHOWN HEREON ARE SUCH THAT A BUILDING PERMIT WILL BE ISSUED.

MAYOR, TOWN OF PARKER

ATTEST: _____ TOWN CLERK

SURVEYOR'S CERTIFICATION:

I, PATRICK M. STEENBURG, A PROFESSIONAL LAND SURVEYOR LICENSED TO PRACTICE LAND SURVEYING IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SURVEY OF TANTERRA FILING NO. 1, WAS MADE BY ME OR DIRECTLY UNDER MY SUPERVISION ON OR ABOUT _____ DAY OF _____, 20____, AND THAT THE SURVEY WAS BASED UPON MY KNOWLEDGE, INFORMATION AND BELIEF THAT ALL MONUMENTS EXIST AS SHOWN ON THE PLAT. I HEREBY ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE, THAT MATHEMATICAL CLASURE ERRORS ARE LESS THAN 1/2000 (SECOND ORDER). IF SAID PLAT HAS BEEN PREPARED IN FULL COMPLIANCE WITH ALL APPLICABLE LAWS OF THE STATE OF COLORADO, I HEREBY GUARANTEE THE SURVEYING OF SAID PLAT HAS BEEN PREPARED IN FULL COMPLIANCE WITH ALL APPLICABLE LAWS OF THE STATE OF COLORADO. THIS WARRANTY, EITHER EXPRESSED OR IMPLIED, AND THE ACCOMPANYING PLAT ACCURATELY AND PROPERLY SHOWS SAID PLAT AND THE SURVEY THEREOF.

I ATTEST THE ABOVE ON THIS _____ DAY OF _____, 20____.

PATRICK M. STEENBURG, P.E. 0004
FOR AND ON BEHALF OF ME 10 PROFESSIONAL SERVICES, INC.

CLERK AND RECORDS CERTIFICATION:

STATE OF COLORADO)
COUNTY OF DOUGLAS)
EXHIBIT B

I HEREBY CERTIFY THAT THIS WAS FILED IN MY OFFICE ON THIS _____ DAY OF _____, 20____ A.D.

AT _____ A.M./P.M. AS IS RECORDED AT RECEPTION NUMBER _____

COUNTY CLERK AND RECORDER

Westwood

Westwood.com
Westwood Professional Services, Inc.
18333 E DRY CREEK RD., SUITE 340
ENGLEWOOD, CO 80112
TEL: 720.483.3928
TANTERRA FILING NO. 1 - JAN 20/2020 - APPROVED: 04/01/2020 - RECORD: 04/01/2020 - SHEET 1 OF 22

TANTERRA FILING NO. 1

A PARCEL OF LAND BEING A PART OF SECTIONS 32 AND 33, TOWNSHIP 6 SOUTH, RANGE 66 WEST
AND A PART OF SECTION 5, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO
SHEET 3 OF 22

NOTES:

1. NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE (3) YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT, AND NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN (10) YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
2. ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR ACCESSORY COMPLETS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE (MAGN. C.A.S.).
3. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY WESTWOOD PROFESSIONAL SERVICES, INC. TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD, FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS-OF-WAY AND TITLE OF RECORD, WESTWOOD PROFESSIONAL SERVICES, INC. RELIED UPON COMMITMENT FOR TITLE INSURANCE, COMMITMENT NO. 4504000000000000000, AMENDMENT NO. 2, ISSUED BY COMMONWEALTH LAND TITLE INSURANCE COMPANY AND HAVING AN EFFECTIVE DATE OF APRIL 19, 2022.
4. BASIS OF BEARING: THE NORTH LINE OF THE NORTHWEST QUARTER OF S4D SECTION 32 BEING MONUMENTED AT THE NORTHWEST CORNER OF S4D SECTION 32 BY A FOUND 1 INCH DIAMETER STEEL PIN WITH A 3/4-INCH DIAMETER ALUMINUM CAP SET BY PLS 3208 WHENCE THE NORTH QUARTER CORNER OF S4D SECTION 32 BEING MONUMENTED BY A FOUND NO. 4 REBAR WITH A 3/4-INCH DIAMETER ALUMINUM CAP SET BY PLS 3208 IS ASSUMED TO BEAR NORTH 89°24'29" EAST - A BEARING OF 266.07 FEET.
5. BLANKET DRAINAGE EASEMENTS ARE HEREBY DEDICATED TO THE TOWN OF PARKER OVER AND ACROSS TRACTS A, B, C, E, G, H, I, K, N, O, S, V, AND W FOR THE PURPOSE OF ACCESSING, MAINTAINING, AND REPAIRING STORMWATER MANAGEMENT IMPROVEMENTS INCLUDING, BUT NOT LIMITED TO, INLETS, PIPES, CULVERTS, CHANNELS, DITCHES, HYDRAULIC STRUCTURES, RIPRAP, DETENTION BASINS, FOREBAYS, MICROPOOLS, AND WATER QUALITY FACILITIES IN THE EVENT THAT THE PROPERTY OWNER FAILS TO SATISFACTORILY MAINTAIN OR REPAIR S4D FACILITIES.
6. TRACTS D, J, L, P, R, AND U ARE HEREBY ESTABLISHED AS PARCELS TO BE RE-PLATTED IN THE FUTURE INTO BUILDABLE LOTS, AT SUCH TIME AS A RE-PLAT IS APPROVED FOR THE TRACT, PUBLIC IMPROVEMENTS ASSOCIATED WITH THE RESULTING LOTS WILL BE DETERMINED BY A SIGNED AND FINANCIALLY SECURED SUBDIVISION AGREEMENT WITH EACH RE-PLAT APPLICATION. NO PORTION OF THE TRACT SHALL BE DEVELOPED, INCLUDING BUT NOT LIMITED TO, STAKING, OVERLOT GRADING, OR THE ERECTION OF ANY STRUCTURE, TEMPORARY OR OTHERWISE, UNTIL THE PROPERTY IS RE-PLATTED AND/OR SITE PLAN APPROVAL IS OBTAINED, EXCEPT AS ALLOWED FOR IN THE TANTERRA FILING NO. 1 CONSTRUCTION PLANS.
7. TRACTS B, C, E, F, G, H, I, K, N, O, S, T, V, AND W ARE HEREBY ESTABLISHED AS OPEN SPACE TRACTS, NO PORTION OF THESE TRACTS SHALL BE DEVELOPED, WHICH INCLUDES SURFACE IMPROVEMENTS OR THE ERECTION OF ANY STRUCTURE, TEMPORARY OR OTHERWISE, WITH THE EXCEPTION OF UNDERGROUND UTILITY EASEMENTS WHICH INCLUDE THE INSTALLATION OF UNDERGROUND UTILITIES TO CORRECT PLANNING AREAS WITH UTILITIES WHICH INCLUDE, BUT ARE NOT LIMITED TO, WATER AND SEWER MAINS, STORMWATER MAINS, ELECTRICAL, NATURAL GAS, TELEPHONE AND CABLE TELEVISION AND AS IDENTIFIED WITHIN THE ASSOCIATED SUBDIVISION AGREEMENT APPROVED BY THE TOWN OF PARKER AS PART OF AN APPROVED PRELIMINARY PLAN SEGMENT 1A.
8. THOSE PORTIONS OF REAL PROPERTY LABELED AS SIDEWALK & UTILITY EASEMENTS AND AS UTILITY EASEMENTS ON THIS PLAT ARE FOR THE INSTALLATION AND MAINTENANCE OF UTILITIES, INCLUDING, BUT NOT LIMITED TO, ELECTRIC LINES, GAS LINES, TELEPHONE LINES, STREET LIGHTS, CABLE TELEVISION LINES AND FIBER OPTIC LINES TOGETHER WITH A PERPETUAL RIGHT OF BUSINESS AND EGRESS FOR INSTALLATION, MAINTENANCE AND REPLACEMENT OF SUCH LINES. S4D EASEMENTS AND RIGHT ARE TO BE UTILIZED IN A RESPONSIBLE AND PRUDENT MANNER.
9. ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) PANEL 08050C0181G, REVISED MARCH 16, 2016, THE SURVEYED LAND IS WITHIN FLOOD ZONE X-1A AREA OUTSIDE THE 1% ANNUAL CHANCE FLOODPLAIN. A PORTION OF THIS PROPERTY IS LOCATED WITHIN ZONE A, AN AREA WITHIN 1% ANNUAL FLOOD HAZARD.
10. THE LINEAL UNIT USED IN THE PREPARATION OF THIS PLAT IS THE U.S. SURVEY FOOT AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.
11. ALL 30' AND 50' PARKER WATER & SANITATION DISTRICT UTILITY EASEMENTS ARE DEDICATED TO PARKER WATER & SANITATION DISTRICT BY SEPARATE DOCUMENT.
12. MONUMENT (IRON, MASONRY FENCE COLUMNS, WINDOW WELLS, DECKS, COUNTERFORTS, RETAINING WALLS AND THEIR COMPONENTS) MAY NOT ENCRUMPH INTO UTILITY EASEMENTS.
13. TRACT W WILL BE USED FOR LANDSCAPING CREDIT FOR FILING NO. 3.
14. PERMANENT STRUCTURES, IMPROVEMENTS, OBJECTS, BUILDINGS, WELLS, WATER METERS AND OTHER OBJECTS THAT MAY INTERFERE WITH THE UTILITY FACILITIES OR USE THEREOF (INTERFERING OBJECTS) SHALL NOT BE PERMITTED WITHIN S4D UTILITY EASEMENTS AND THE UTILITY PROVIDER, AS GRANTEES, MAY REMOVE ANY INTERFERING OBJECTS AT NO COST TO SUCH GRANTEES, INCLUDING WITHOUT LIMITATION, VEGETATION, PUBLIC SERVICE COMPANY OF COLORADO (PSCo) AND ITS SUCCESSORS RESERVE THE RIGHT TO REQUIRE ADDITIONAL EASEMENTS AND TO REQUIRE THE PROPERTY OWNER TO GRANT PSCo AN EASEMENT ON ITS STANDARD FORM.
15. THERE ARE A TOTAL OF 1 LOT AND 23 TRACTS IN TANTERRA FILING NO. 1.

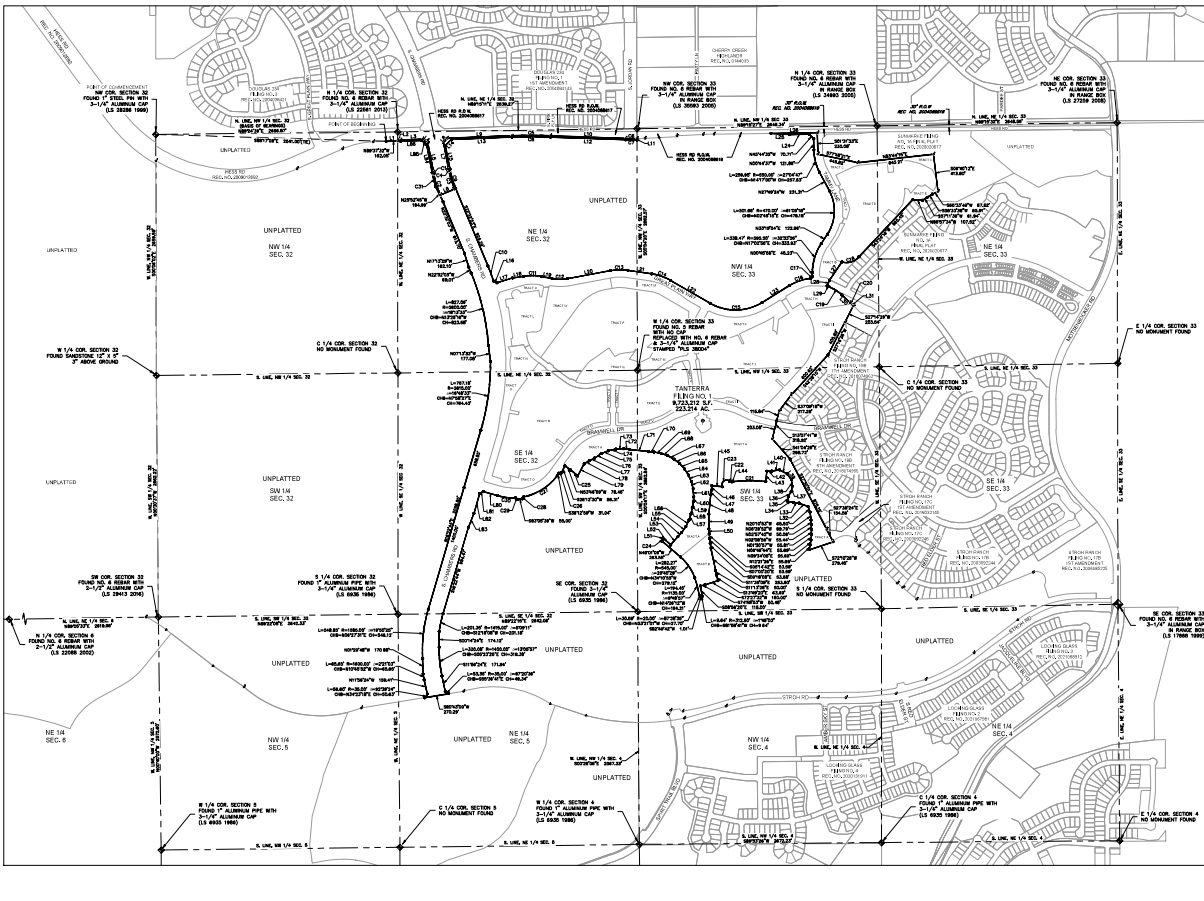
Westwood

Westwoodge.com
Westwood Professional Services, Inc.
18033 E DRY CREEK RD., SUITE 240
ENGLEWOOD, CO 80112
TEL: 720.485.9529
TANTERRA FILING NO. 1 JAN 2025/2025 PREPARED: 04/04/2025 REVISION: N/A/0/0000 SHEET 3 OF 22

TANTERRA FILING NO. 1

A PARCEL OF LAND BEING A PART OF SECTIONS 32 AND 33, TOWNSHIP 6 SOUTH, RANGE 66 WEST
AND A PART OF SECTION 5, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO
SHEET 4 OF 22

NOTE:
SEE SHEET 22 FOR SHEETS 6-21 LINE AND CURVE TABLES.



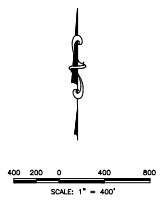
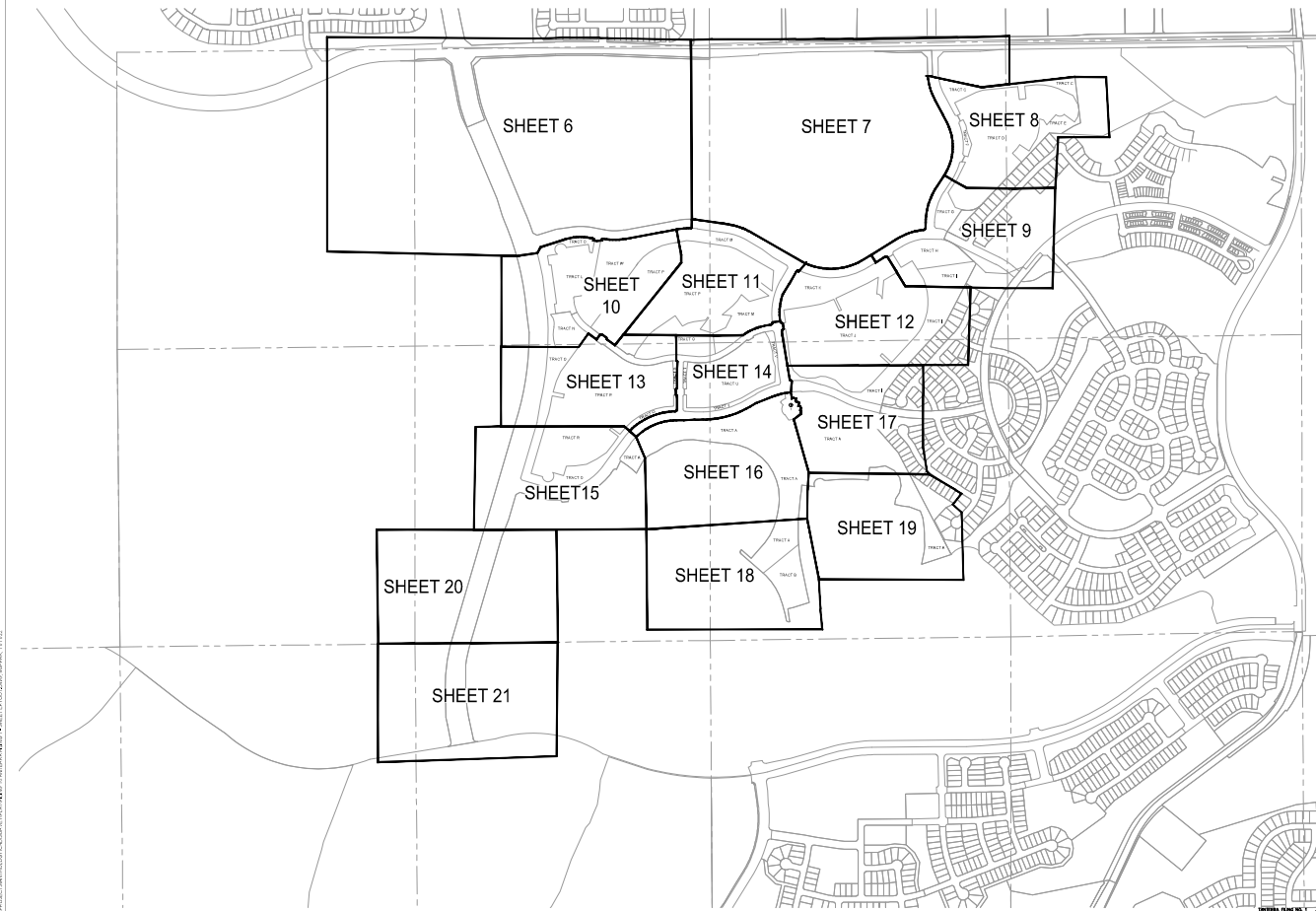
CURVE TABLE					
CURVE NO.	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	1285.00'	107°03'	22.87'	S11°52'38"W	22.87'
C2	1285.00'	107°03'	22.87'	S11°52'38"W	22.87'
C3	1116.00'	107°03'	20.86'	N11°52'38"W	20.86'
C4	1116.00'	107°03'	19.81'	N11°52'38"W	19.81'
C5	9881.00'	47°30'	427.24'	N89°52'38"E	427.24'
C6	2360.00'	301°50'	124.20'	S89°52'38"E	124.20'
C7	2375.00'	302°47'	124.52'	N89°52'38"E	124.52'
C8	8446.00'	47°32'	426.14'	S89°52'47"E	426.14'
C9	1100.00'	113°58'	23.97'	S14°42'47"E	23.97'
C10	2000.00'	237°30'	177.22'	S29°42'47"E	177.22'
C11	500.00'	203°46'	18.20'	S89°32'32"E	18.20'
C12	470.00'	210°03'	17.37'	S89°50'01"E	17.37'
C13	500.00'	184°40'	18.20'	N89°57'46"E	18.20'
C14	980.00'	214°01'	22.14'	S70°48'09"E	22.14'
C15	860.00'	81°38'00"	40.83'	N89°12'38"E	40.83'
C16	850.00'	204°40'	247.18'	N71°17'34"E	248.17'
C17	20.00'	82°54'00"	38.17'	N42°02'01"E	38.67'
C18	175.00'	87°58'30"	20.22'	S72°57'01"E	19.57'
C19	465.00'	209°72'30"	17.03'	S57°02'01"E	16.83'
C20	236.00'	241°11'	21.80'	S49°02'47"E	21.84'
C21	1735.00'	117°01'30"	365.40'	S89°47'37"E	361.79'
C22	40.00'	42°48'00"	28.88'	N74°48'01"E	28.19'
C23	83.00'	50°07'00"	136.81'	S51°07'39"E	100.68'
C24	20.00'	80°58'30"	31.42'	N40°42'03"E	28.27'
C25	750.00'	74°43'30"	101.20'	N40°48'30"E	101.27'
C26	20.00'	80°00'00"	31.42'	S81°12'59"E	28.28'
C27	605.00'	42°30'00"	448.07'	S27°52'34"E	428.74'
C28	20.00'	80°38'30"	28.88'	S89°47'37"E	27.19'
C29	20.00'	80°38'30"	28.88'	N49°47'37"E	27.19'
C30	605.00'	185°53'30"	198.84'	N83°02'03"E	198.84'
C31	1300.00'	70°11'30"	160.08'	N43°42'47"E	158.98'

LINE TABLE			LINE TABLE			LINE TABLE		
LINE NO.	DIRECTION	LENGTH	LINE NO.	DIRECTION	LENGTH	LINE NO.	DIRECTION	LENGTH
L1	N89°42'38"E	171.02'	L30	S49°37'38"E	126.80'	L59	N02°32'12"E	69.87'
L2	N70°52'12"E	31.47'	L31	S49°17'47"E	25.27'	L60	N02°01'12"E	69.84'
L3	N89°42'38"E	244.12'	L32	N89°50'54"E	106.57'	L61	N04°17'37"E	92.81'
L4	S51°32'01"E	75.88'	L33	N82°27'17"E	64.42'	L62	N41°42'38"E	79.37'
L5	S10°52'01"E	123.00'	L34	N71°48'01"E	88.91'	L63	N02°12'12"E	79.37'
L6	N89°52'38"E	170.00'	L35	N89°50'54"E	50.00'	L64	N02°01'12"E	79.37'
L7	N10°52'01"E	286.78'	L36	N10°52'34"E	63.57'	L65	N42°14'38"E	79.37'
L8	N10°52'38"E	60.37'	L37	N12°02'01"E	82.00'	L66	N01°38'38"E	79.37'
L9	N89°42'38"E	71.83'	L38	N45°51'47"E	72.37'	L67	N01°02'38"E	79.37'
L10	S89°52'38"E	80.54'	L39	N46°16'01"E	80.25'	L68	N70°52'38"E	79.37'
L11	S00°42'38"E	15.00'	L40	N82°58'37"E	83.81'	L69	N70°41'38"E	77.36'
L12	N89°42'38"E	629.02'	L41	S89°10'42"E	86.67'	L70	N89°52'38"E	60.02'
L13	N89°47'38"E	887.82'	L42	S89°50'54"E	53.88'	L71	N89°52'38"E	208.00'
L14	S45°14'38"E	82.47'	L43	S02°47'03"E	115.02'	L72	N89°48'38"E	67.80'
L15	S10°52'01"E	287.88'	L44	S89°47'38"E	12.84'	L73	S87°32'38"E	86.03'
L16	N89°52'38"E	41.87'	L45	N89°50'54"E	115.00'	L74	S77°01'12"E	86.03'
L17	N10°52'38"E	178.64'	L46	S02°47'03"E	69.80'	L75	S67°58'38"E	86.03'
L18	N89°52'38"E	122.80'	L47	S09°51'47"E	53.89'	L76	S08°58'38"E	86.03'
L19	S10°52'38"E	119.81'	L48	S02°47'03"E	21.48'	L77	S67°58'38"E	66.08'
L20	N70°52'38"E	460.79'	L49	S02°47'03"E	160.74'	L78	S02°02'38"E	65.30'
L21	S89°42'38"E	264.38'	L50	S02°02'38"E	63.59'	L79	S02°02'38"E	100.83'
L22	S02°02'38"E	501.70'	L51	N40°52'01"E	10.00'	L80	N73°37'38"E	165.10'
L23	N89°52'38"E	206.80'	L52	S49°17'47"E	115.00'	L81	S87°12'44"E	42.42'
L24	S89°52'38"E	218.00'	L53	N40°52'01"E	120.00'	L82	S02°02'38"E	230.87'
L25	N89°52'38"E	203.24'	L54	N41°38'01"E	63.11'	L83	S21°42'38"E	102.89'
L26	N89°52'38"E	611.08'	L55	N24°48'01"E	79.37'	L84	N10°52'38"E	215.63'
L27	S21°42'38"E	142.83'	L56	N10°52'38"E	79.37'	L85	N01°02'38"E	69.87'
L28	S21°42'38"E	69.79'	L57	N17°58'01"E	71.82'	L86	S87°42'38"E	231.00'
L29	S87°42'38"E	22.58'	L58	N10°52'38"E	68.00'			

LEGEND
 1. 1/4" YELLOW PLASTIC CAP STAMPED PLS 300A
 2. 1/4" YELLOW PLASTIC CAP STAMPED PLS 300B
 3. 1/4" YELLOW PLASTIC CAP STAMPED PLS 300C
 4. 1/4" YELLOW PLASTIC CAP STAMPED PLS 300D
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TANTERRA FILING NO. 1

A PARCEL OF LAND BEING A PART OF SECTIONS 32 AND 33, TOWNSHIP 6 SOUTH, RANGE 66 WEST
AND A PART OF SECTION 5, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO
SHEET 5 OF 22



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ENGLEWOOD, CO 80112
TEL: 720.485.9528
FAX: 720.485.9529
SHEET 5 OF 22

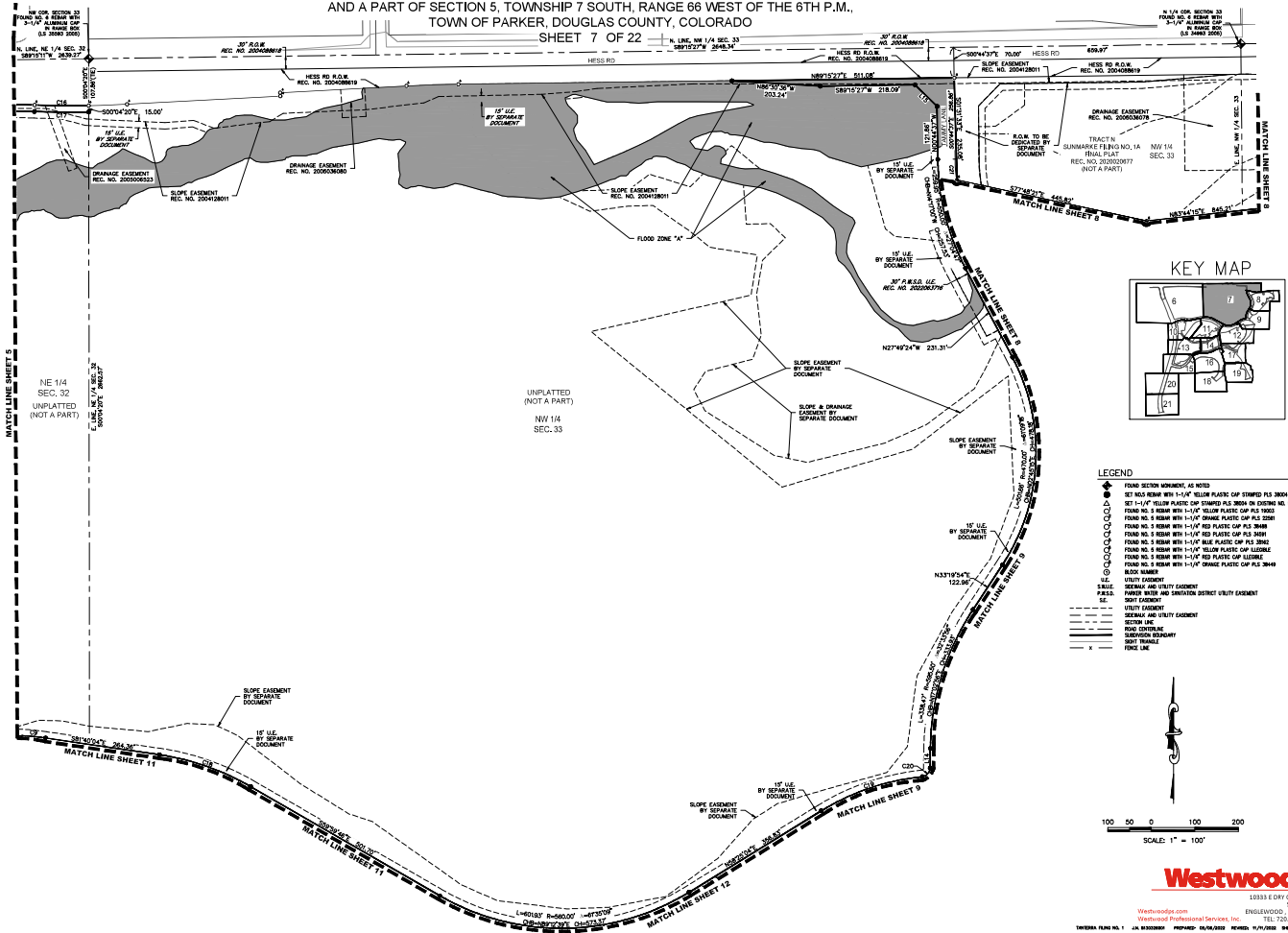
A PARCEL OF LAND BEING A PART OF SECTIONS 32 AND 33, TOWNSHIP 6 SOUTH, RANGE 66 WEST
AND A PART OF SECTION 5, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO
SHEET 6 OF 22



TANTERRA FILING NO. 1

A PARCEL OF LAND BEING A PART OF SECTIONS 32 AND 33, TOWNSHIP 6 SOUTH, RANGE 66 WEST
AND A PART OF SECTION 5, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO

SHEET 7 OF 22



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TANTERRA FILING NO. 1 JAN. 2008 PREPARED BY: J. L. BARNES, INC. REVIEWED BY: J. L. BARNES, INC. SHEET 7 OF 22

A PARCEL OF LAND BEING A PART OF SECTIONS 32 AND 33, TOWNSHIP 6 SOUTH, RANGE 66 WEST
AND A PART OF SECTION 7, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO
SHEET 8 OF 22

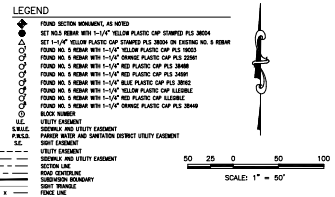
TRACT N
SUNRISE FILING NO. 1A
GAIL PLAT



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A PARCEL OF LAND BEING A PART OF SECTIONS 32 AND 33, TOWNSHIP 6 SOUTH, RANGE 66 WEST
AND A PART OF SECTION 5, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO
SHEET 9 OF 22

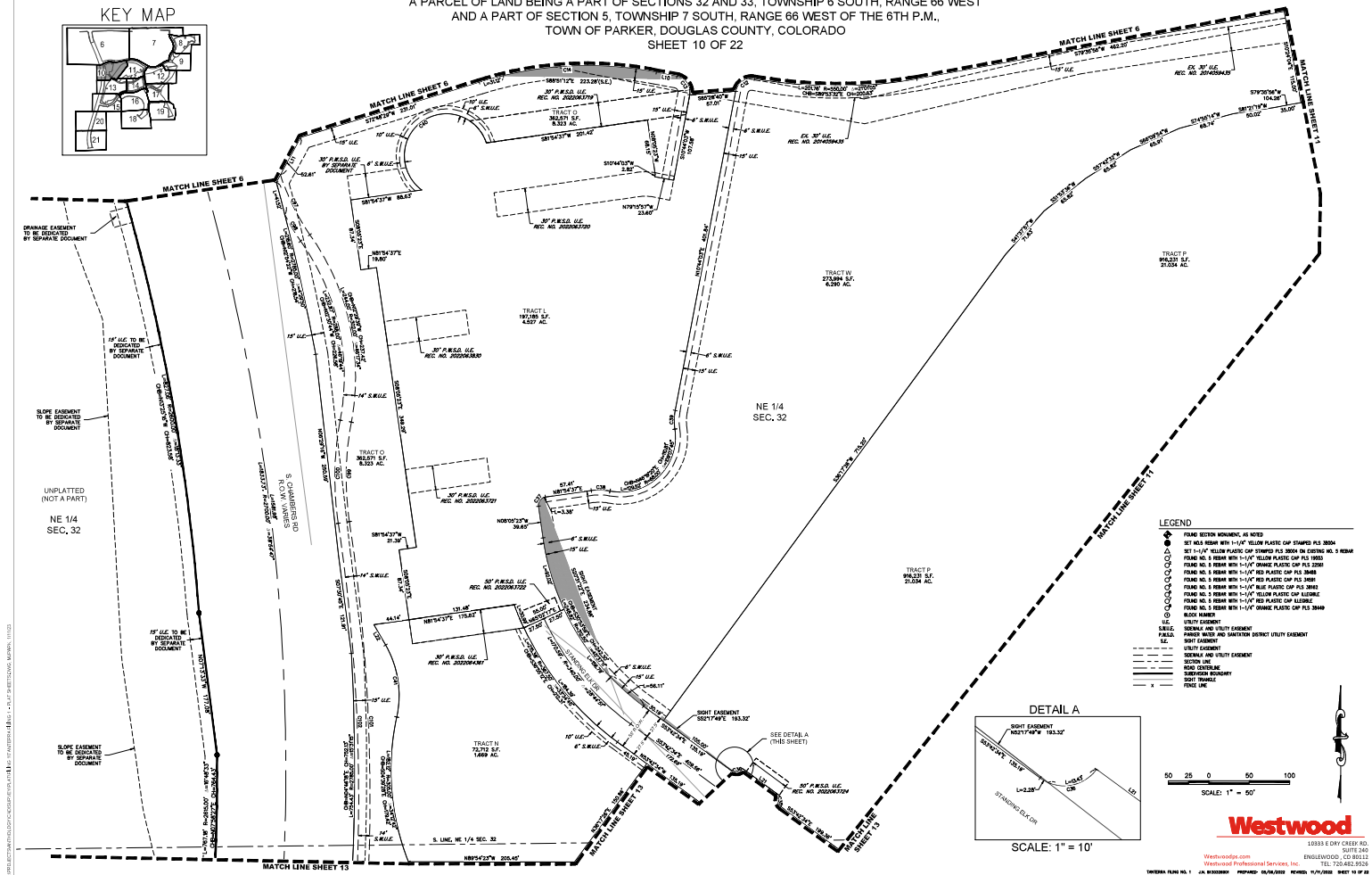
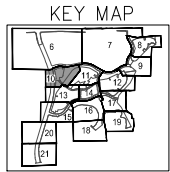
A map of the Iberian Peninsula divided into 21 numbered regions. The regions are numbered 1 through 21, with some regions having irregular shapes. Region 9 is shaded in dark grey. The map is used to illustrate the spatial distribution of the study areas.



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A PARCEL OF LAND BEING A PART OF SECTIONS 32 AND 33, TOWNSHIP 6 SOUTH, RANGE 66 WEST
AND A PART OF SECTION 5, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO
SHEET 10 OF 22

SHEET 10 OF 22

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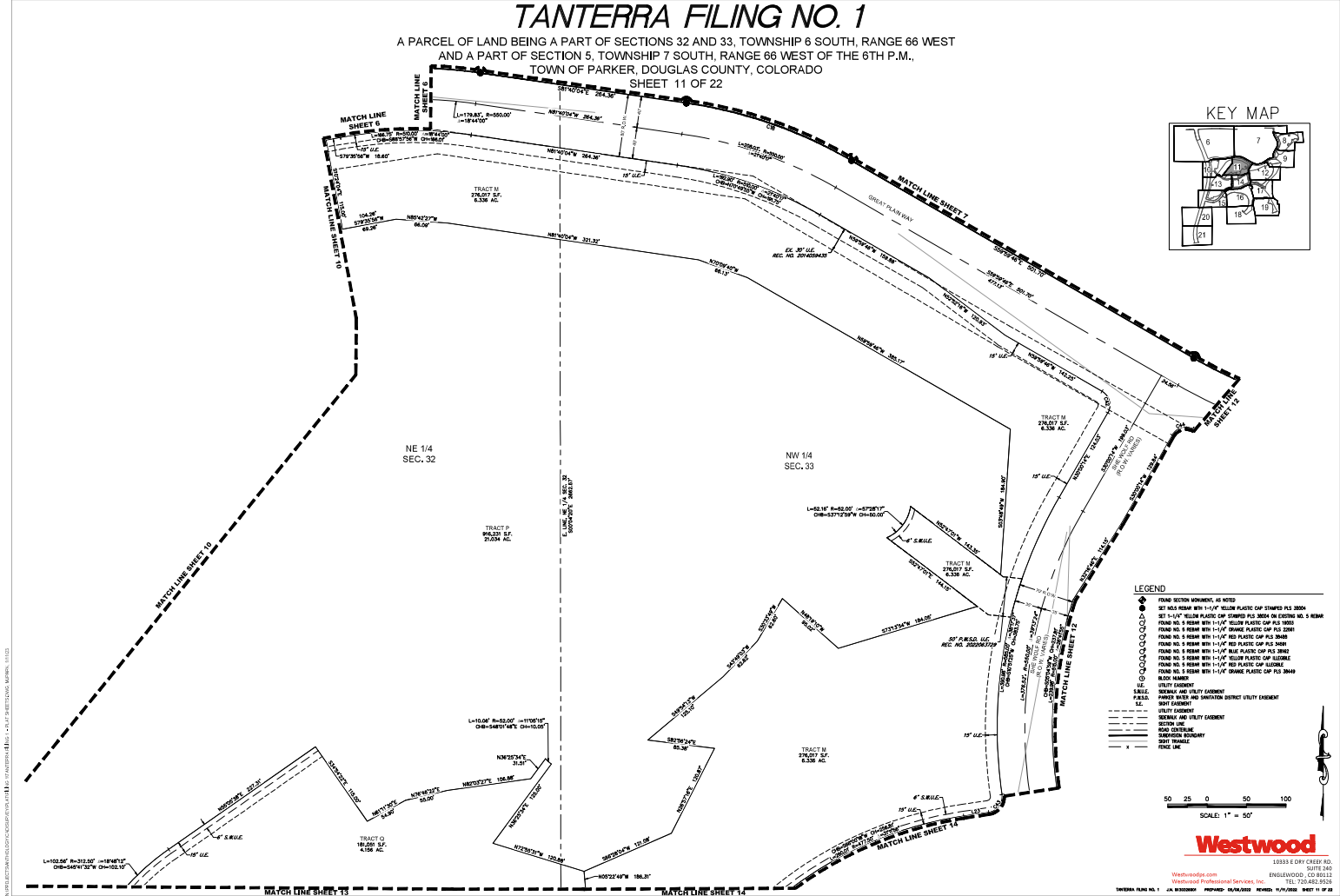
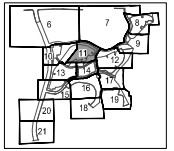
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A PARCEL OF LAND BEING A PART OF SECTIONS 32 AND 33, TOWNSHIP 6 SOUTH, RANGE 66 WEST
AND A PART OF SECTION 5, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO
SHEET 11 OF 22

KEY MAP



LEGEND

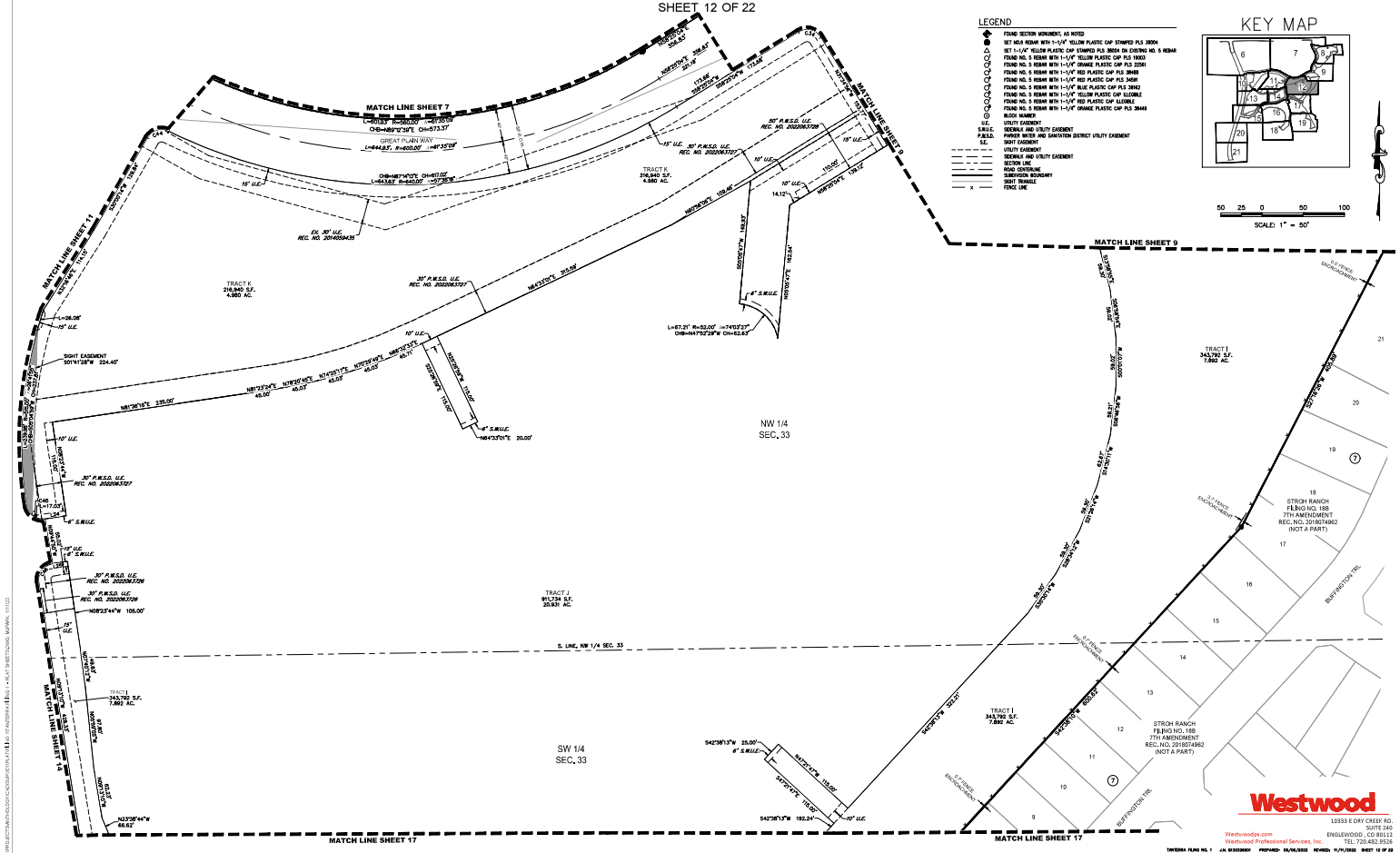
- TRACT SECTION BOUNDARY, AS NOTED
- SET 1/4\"

SCALE: 1" = 50'

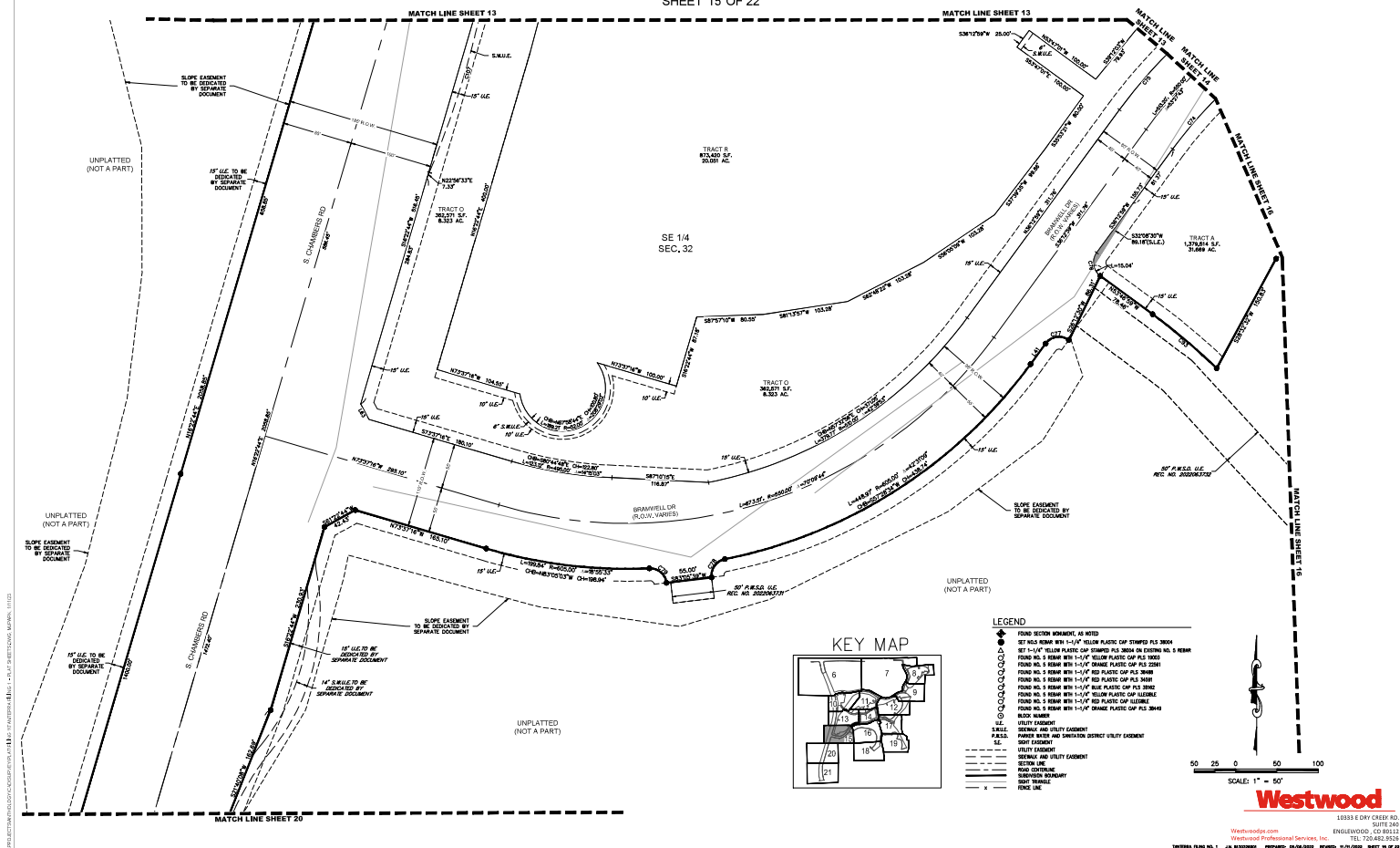
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FAX: 720.482.3929
SHEET 11 OF 22

A PARCEL OF LAND BEING A PART OF SECTIONS 32 AND 33, TOWNSHIP 6 SOUTH, RANGE 66 WEST
AND A PART OF SECTION 5, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO
SHEET 12 OF 22



A PARCEL OF LAND BEING A PART OF SECTIONS 32 AND 33, TOWNSHIP 6 SOUTH, RANGE 66 WEST
AND A PART OF SECTION 5, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO
SHEET 15 OF 22



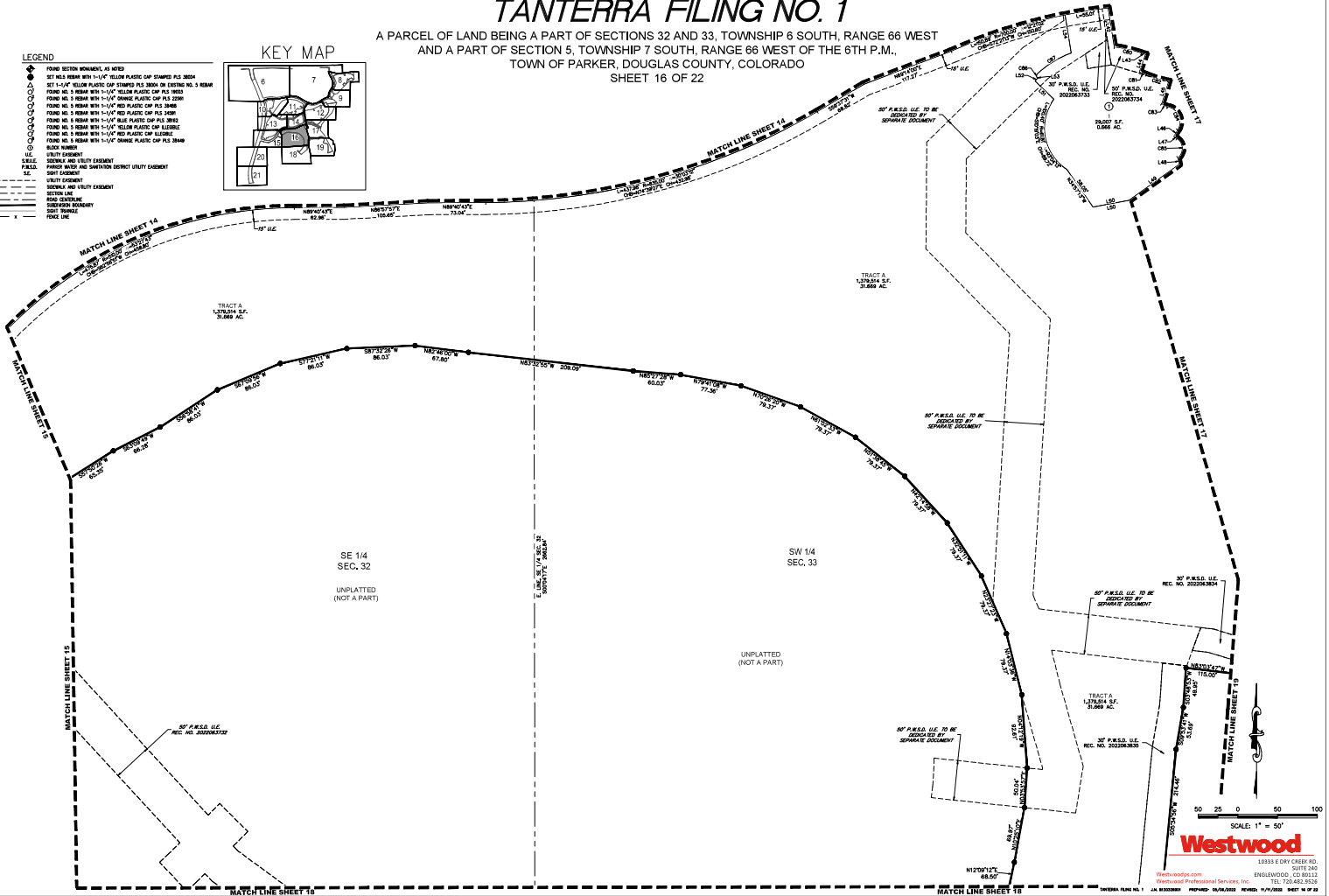
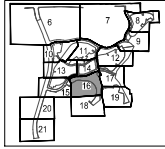
TANTERRA FILING NO. 1

A PARCEL OF LAND BEING A PART OF SECTIONS 32 AND 33, TOWNSHIP 6 SOUTH, RANGE 66 WEST
AND A PART OF SECTION 5, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO
SHEET 16 OF 22

LEGEND

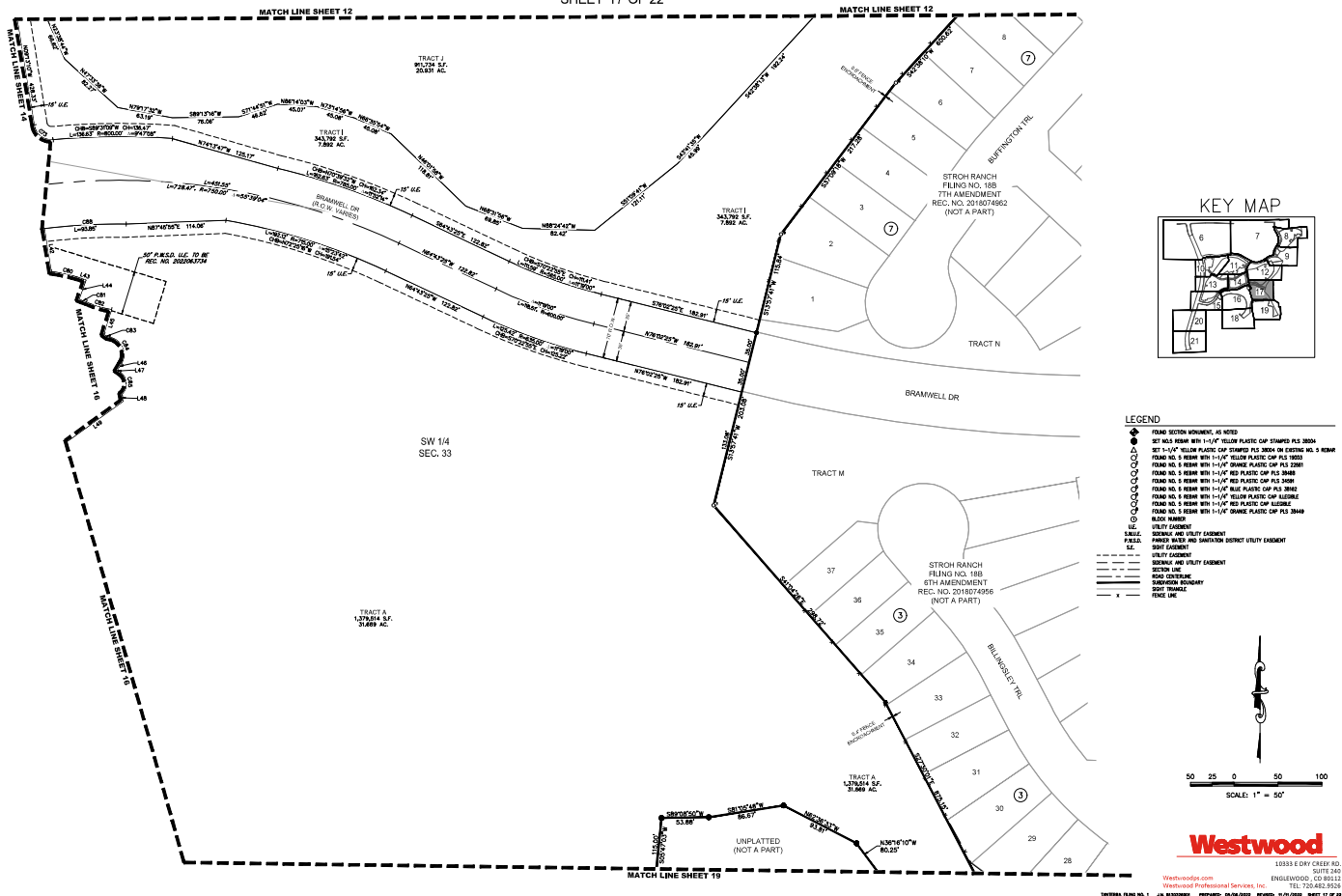
- FOUND SECTION MONUMENT, AS NOTED
- SET 1/4" YELLOW PLASTIC CAP STAMPED PLS 30004
- SET 1/4" YELLOW PLASTIC CAP STAMPED PLS 30004 OR EXISTING NO. 5 REBAR
- FOUND NO. 5 REBAR WITH 1/4" YELLOW PLASTIC CAP PLS 30003
- FOUND NO. 5 REBAR WITH 1/4" RED PLASTIC CAP PLS 30004
- FOUND NO. 5 REBAR WITH 1/4" RED PLASTIC CAP PLS 30005
- FOUND NO. 5 REBAR WITH 1/4" BLUE PLASTIC CAP PLS 30002
- FOUND NO. 5 REBAR WITH 1/4" YELLOW PLASTIC CAP ALLEGED
- FOUND NO. 5 REBAR WITH 1/4" RED PLASTIC CAP ALLEGED
- FOUND NO. 6 REBAR WITH 1/4" ORANGE PLASTIC CAP PLS 30006
- BLACK PINE
- UTILITY EXISTENT
- SEWER AND STUTY EXISTENT
- PAVED WATER AND SANITATION DISTRICT UTILITY EXISTENT
- SE
- STUTY EXISTENT
- SEWER AND STUTY EXISTENT
- SEWER LINE
- ROAD OVERLINE
- SEWERAGE DRAINAGE
- STUTY TRAIL
- PRIME ONE

KEY MAP

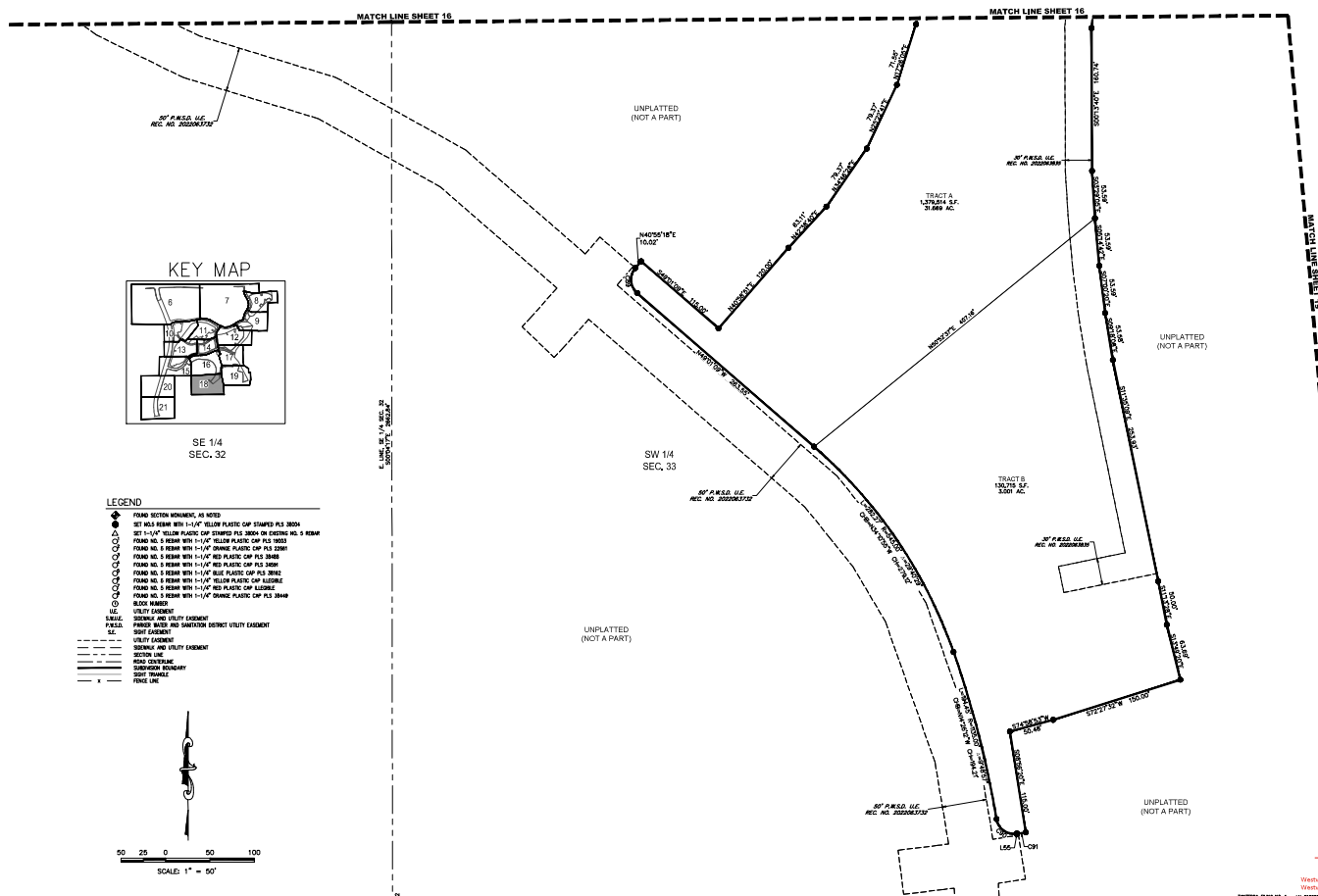


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Westwood.com
Westwood Professional Services, Inc.
1800 S. DRY CREEK RD., SUITE 240
ENGLEWOOD, CO 80112
TEL: 720.482.9526
FAX: 720.482.9526
JAN 2008
PREPARED BY: J. J. JENSEN
REVIEWED BY: J. J. JENSEN
DATE: 01-07-08

A PARCEL OF LAND BEING A PART OF SECTIONS 32 AND 33, TOWNSHIP 6 SOUTH, RANGE 66 WEST
AND A PART OF SECTION 5, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO
SHEET 17 OF 22



A PARCEL OF LAND BEING A PART OF SECTIONS 32 AND 33, TOWNSHIP 6 SOUTH, RANGE 66 WEST
AND A PART OF SECTION 5, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO
SHEET 18 OF 22



A PARCEL OF LAND BEING A PART OF SECTIONS 32 AND 33, TOWNSHIP 6 SOUTH, RANGE 66 WEST
AND A PART OF SECTION 5, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO
SHEET 19 OF 22



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A PARCEL OF LAND BEING A PART OF SECTIONS 32 AND 33, TOWNSHIP 6 SOUTH, RANGE 66 WEST
AND A PART OF SECTION 5, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO
SHEET 20 OF 22



A PARCEL OF LAND BEING A PART OF SECTIONS 32 AND 33, TOWNSHIP 6 SOUTH, RANGE 66 WEST
AND A PART OF SECTION 5, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO
SHEET 21 OF 22



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A PARCEL OF LAND BEING A PART OF SECTIONS 32 AND 33, TOWNSHIP 6 SOUTH, RANGE 66 WEST
AND A PART OF SECTION 5, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
TOWN OF PARKER, DOUGLAS COUNTY, COLORADO
SHEET 22 OF 22

CURVE TABLE				
CURVE NO.	RADIUS	DELTA	LENGTH	CHORD DIRECTION
C1	1185.00'	170°50'	23.87'	S17°27'30"E
C2	1185.00'	170°50'	23.87'	S17°27'30"E
C3	1115.00'	10°47'50"	208.85'	S17°07'00"E
C4	1115.00'	170°50'	18.87'	S17°27'30"E
C5	1115.00'	170°50'	225.97'	S19°42'30"E
C6	3800.00'	22°27'50"	177.12'	N02°54'30"W
C7	860.00'	20°39'50"	186.22'	N09°50'23"W
C8	475.00'	21°08'00"	173.27'	S09°50'23"E
C9	360.00'	19°44'00"	163.35'	S09°50'23"E
C10	510.00'	18°44'00"	166.72'	S09°50'23"E
C11	860.00'	21°08'00"	225.97'	S09°50'23"E
C12	20.00'	89°52'00"	21.37'	S09°40'30"W
C13	20.00'	89°52'00"	21.42'	S10°17'30"W
C14	455.00'	27°50'30"	221.77'	S09°40'30"W
C15	1300.00'	7°03'00"	160.58'	S14°52'40"E
C16	2360.00'	7°03'00"	124.32'	S09°27'11"E
C17	2375.00'	7°03'00"	124.82'	S09°27'11"E
C18	585.00'	21°40'11"	223.18'	N10°40'30"W
C19	860.00'	20°39'50"	247.18'	S17°17'24"W
C20	30.00'	81°54'00"	29.17'	N42°02'00"E
C21	510.00'	27°50'30"	241.50'	S14°17'00"E
C22	340.00'	27°50'30"	3.38'	N18°47'40"W
C23	455.00'	17°22'40"	153.68'	S18°58'00"E
C24	20.00'	81°52'00"	20.79'	S17°40'00"E
C25	20.00'	81°52'00"	20.79'	S17°40'00"E
C26	20.00'	81°52'00"	20.79'	S17°40'00"E
C27	20.00'	81°52'00"	20.79'	S17°40'00"E
C28	20.00'	81°52'00"	20.79'	S17°40'00"E
C29	20.00'	81°52'00"	20.79'	S17°40'00"E
C30	20.00'	81°52'00"	20.79'	S17°40'00"E
C31	20.00'	81°52'00"	20.79'	S17°40'00"E
C32	20.00'	81°52'00"	20.79'	S17°40'00"E
C33	20.00'	81°52'00"	20.79'	S17°40'00"E
C34	20.00'	81°52'00"	20.79'	S17°40'00"E
C35	20.00'	81°52'00"	20.79'	S17°40'00"E
C36	20.00'	81°52'00"	20.79'	S17°40'00"E
C37	20.00'	81°52'00"	20.79'	S17°40'00"E
C38	20.00'	81°52'00"	20.79'	S17°40'00"E
C39	20.00'	81°52'00"	20.79'	S17°40'00"E
C40	20.00'	81°52'00"	20.79'	S17°40'00"E
C41	20.00'	81°52'00"	20.79'	S17°40'00"E
C42	20.00'	81°52'00"	20.79'	S17°40'00"E
C43	20.00'	81°52'00"	20.79'	S17°40'00"E
C44	20.00'	81°52'00"	20.79'	S17°40'00"E
C45	20.00'	81°52'00"	20.79'	S17°40'00"E
C46	20.00'	81°52'00"	20.79'	S17°40'00"E
C47	20.00'	81°52'00"	20.79'	S17°40'00"E
C48	20.00'	81°52'00"	20.79'	S17°40'00"E
C49	20.00'	81°52'00"	20.79'	S17°40'00"E
C50	20.00'	81°52'00"	20.79'	S17°40'00"E
C51	20.00'	81°52'00"	20.79'	S17°40'00"E
C52	20.00'	81°52'00"	20.79'	S17°40'00"E
C53	20.00'	81°52'00"	20.79'	S17°40'00"E
C54	20.00'	81°52'00"	20.79'	S17°40'00"E
C55	20.00'	81°52'00"	20.79'	S17°40'00"E
C56	20.00'	81°52'00"	20.79'	S17°40'00"E
C57	20.00'	81°52'00"	20.79'	S17°40'00"E
C58	20.00'	81°52'00"	20.79'	S17°40'00"E
C59	20.00'	81°52'00"	20.79'	S17°40'00"E
C60	20.00'	81°52'00"	20.79'	S17°40'00"E

CURVE TABLE				
CURVE NO.	RADIUS	DELTA	LENGTH	CHORD DIRECTION
C61	10.00'	80°00'00"	10.31'	N44°04'45"E
C62	747.185'	0°00'00"	1.12'	S00°00'00"W
C63	455.00'	0°00'00"	1.30'	S00°00'00"W
C64	10.00'	80°00'00"	10.31'	N44°04'45"E
C65	20.00'	89°52'00"	20.82'	N44°04'45"E
C66	2800.00'	0°00'00"	4.07'	N02°54'30"W
C67	10.00'	80°00'00"	10.31'	S44°04'45"W
C68	312.00'	2°47'45"	15.25'	S01°04'54"W
C69	340.00'	2°47'45"	16.58'	S01°04'54"W
C70	10.00'	80°00'00"	10.31'	S44°04'45"W
C71	10.00'	80°00'00"	10.31'	S44°04'45"W
C72	20.00'	89°52'00"	20.82'	N44°04'45"E
C73	20.00'	89°52'00"	20.82'	N44°04'45"E
C74	20.00'	89°52'00"	20.82'	N44°04'45"E
C75	20.00'	89°52'00"	20.82'	N44°04'45"E
C76	20.00'	89°52'00"	20.82'	N44°04'45"E
C77	20.00'	89°52'00"	20.82'	N44°04'45"E
C78	20.00'	89°52'00"	20.82'	N44°04'45"E
C79	20.00'	89°52'00"	20.82'	N44°04'45"E
C80	180.83'	11°07'42"	30.31'	N7°34'45"E
C81	180.83'	11°07'42"	30.31'	N7°34'45"E
C82	134.79'	12°24'45"	20.05'	S12°33'27"E
C83	13.33'	33°39'50"	7.85'	N2°32'43"E
C84	18.61'	11°27'30"	38.51'	N2°39'18"W
C85	15.38'	106°50'34"	20.84'	N02°00'43"W
C86	2.00'	90°00'00"	4.86'	S00°00'00"W
C87	130.84'	33°13'23"	50.86'	S08°01'33"W
C88	700.00'	24°32'08"	296.78'	S18°29'46"W
C89	20.00'	89°52'00"	20.82'	S04°00'00"E
C90	20.00'	89°52'00"	20.82'	S04°00'00"E
C91	312.00'	1°46'20"	8.64'	N01°56'41"E
C92	50.00'	160°00'00"	136.81'	S01°00'00"W
C93	700.00'	7°40'27"	101.30'	N44°04'45"W
C94	20.00'	87°38'00"	53.30'	S09°58'41"E
C95	35.00'	82°38'24"	58.60'	N14°21'18"E
C96	1600.00'	22°10'13"	85.85'	S1°04'30"E
C97	280.00'	18°00'00"	83.00'	S10°00'00"E
C98	213.00'	7°07'40"	38.17'	S10°38'30"E
C99	370.00'	19°00'00"	123.67'	S01°04'30"W
C100	364.56'	19°00'00"	124.36'	S01°04'30"W
C101	234.400'	11°56'54"	481.80'	N02°33'00"W
C102	2300.00'	11°56'54"	478.67'	N02°33'00"W
C103	483.00'	10°17'11"	87.80'	N02°22'00"E
C104	600.00'	16°02'00"	108.80'	N12°27'42"E
C105	257.00'	12°40'14"	81.69'	N03°30'00"E
C106	1142.00'	4°38'10"	151.00'	S12°54'30"W
C107	1112.25'	12°39'12"	243.10'	N06°00'00"E

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	N00°00'00"E	127.55'
L2	N02°33'00"E	75.86'
L3	N02°33'00"E	75.86'
L4	N02°33'00"E	75.86'
L5	N02°33'00"E	75.86'
L6	N02°33'00"E	75.86'
L7	N02°33'00"E	75.86'
L8	N02°33'00"E	75.86'
L9	N02°33'00"E	75.86'
L10	N02°33'00"E	75.86'
L11	N02°33'00"E	75.86'
L12	N02°33'00"E	75.86'
L13	N02°33'00"E	75.86'
L14	N02°33'00"E	75.86'
L15	N02°33'00"E	75.86'
L16	N02°33'00"E	75.86'
L17	N02°33'00"E	75.86'
L18	N02°33'00"E	75.86'
L19	N02°33'00"E	75.86'
L20	N02°33'00"E	75.86'
L21	N02°33'00"E	75.86'
L22	N02°33'00"E	75.86'
L23	N02°33'00"E	75.86'
L24	N02°33'00"E	75.86'
L25	N02°33'00"E	75.86'
L26	N02°33'00"E	75.86'
L27	N02°33'00"E	75.86'
L28	N02°33'00"E	75.86'
L29	N02°33'00"E	75.86'
L30	N02°33'00"E	75.86'
L31	N02°33'00"E	75.86'
L32	N02°33'00"E	75.86'
L33	N02°33'00"E	75.86'

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L34	N02°33'00"E	75.86'
L35	N02°33'00"E	75.86'
L36	N02°33'00"E	75.86'
L37	N02°33'00"E	75.86'
L38	N02°33'00"E	75.86'
L39	N02°33'00"E	75.86'
L40	N02°33'00"E	75.86'
L41	N02°33'00"E	75.86'
L42	N02°33'00"E	75.86'
L43	N02°33'00"E	75.86'
L44	N02°33'00"E	75.86'
L45	N02°33'00"E	75.86'
L46	N02°33'00"E	75.86'
L47	N02°33'00"E	75.86'
L48	N02°33'00"E	75.86'
L49	N02°33'00"E	75.86'
L50	N02°33'00"E	75.86'
L51	N02°33'00"E	75.86'
L52	N02°33'00"E	75.86'
L53	N02°33'00"E	75.86'
L54	N02°33'00"E	75.86'
L55	N02°33'00"E	75.86'
L56	N02°33'00"E	75.86'
L57	N02°33'00"E	75.86'
L58	N02°33'00"E	75.86'
L59	N02°33'00"E	75.86'
L60	N02°33'00"E	75.86'
L61	N02°33'00"E	75.86'
L62	N02°33'00"E	75.86'
L63	N02°33'00"E	75.86'
L64	N02°33'00"E	75.86'
L65	N02°33'00"E	75.86'
L66	N02°33'00"E	75.86'
L67	N02°33'00"E	75.86'
L68	N02°33'00"E	75.86'
L69	N02°33'00"E	75.86'
L70	N02°33'00"E	75.86'
L71	N02°33'00"E	75.86'
L72	N02°33'00"E	75.86'
L73	N02°33'00"E	75.86'
L74	N02°33'00"E	75.86'
L75	N02°33'00"E	75.86'
L76	N02°33'00"E	75.86'
L77	N02°33'00"E	75.86'
L78	N02°33'00"E	75.86'
L79	N02°33'00"E	75.86'
L80	N02°33'00"E	75.86'
L81	N02°33'00"E	75.86'
L82	N02°33'00"E	75.86'
L83	N02°33'00"E	75.86'
L84	N02°33'00"E	75.86'
L85	N02°33'00"E	75.86'
L86	N02°33'00"E	75.86'
L87	N02°33'00"E	75.86'
L88	N02°33'00"E	75.86'
L89	N02°33'00"E	75.86'
L90	N02°33'00"E	75.86'
L91	N02°33'00"E	75.86'
L92	N02°33'00"E	75.86'
L93	N02°33'00"E	75.86'
L94	N02°33'00"E	75.86'
L95	N02°33'00"E	75.86'
L96	N02°33'00"E	75.86'
L97	N02°33'00"E	75.86'
L98	N02°33'00"E	75.86'
L99	N02°33'00"E	75.86'
L100	N02°33'00"E	75.86'

Westwood

Westwood.com
18803 E DRY CREEK RD.
SUITE 340
ENGLEWOOD, CO 80112
TEL: 720.482.8928
TANTERRA FILING NO. 1 - J.A. WESTWOOD - PREPARED: 04/14/2022 - REVISION: N/A - SHEET 22 OF 22

EXHIBIT C-1



ENGINEERS PUBLIC IMPROVEMENT COST ESTIMATE
FILING 1 - PHASE 1
7/15/2025

EARTHWORK

No.	Description	Quantity	Unit	UNIT COST	Total Cost
	OVERLOT GRADING/ CUT TO FILL (WHOLE ROADWAY GRADING)	884,640	C.Y.	\$2.25	\$1,990,440.00
	TOP SOIL STRIP AND REPLACE	1	L.S.	\$300,000.00	\$300,000.00
	EXPORT TO STOCKPILE	26,770	C.Y.	\$2.00	\$53,541.00
Total Cost					\$2,343,981.00

No.	Description	Quantity	Unit	Cost/Unit	Total Cost
	ASPHALT PAVEMENT (9" THICK)	76,630	S.Y.	\$53.30	\$4,084,379.00
	ASPHALT PAVEMENT (6" THICK)	22,579	S.Y.	\$30.80	\$695,433.20
	ASPHALT PAVEMENT (5" THICK)	0	S.Y.	\$26.05	\$0.00
	SUBGRADE PREP AND AGGREGATE BASE COURSE (8" DEEP)	83,757	S.Y.	\$14.85	\$1,243,796.40
	SUBGRADE PREP AND AGGREGATE BASE COURSE (6" DEEP)	25,667	S.Y.	\$11.80	\$302,870.60
	CONCRETE PAVEMENT (6" THICK)	0	S.Y.	\$90.00	\$0.00
	6" CONCRETE CURB & GUTTER WITH 2' PAN	29,837	L.F.	\$17.05	\$508,720.85
	6" CONCRETE CURB & GUTTER WITH 1' PAN	11,462	L.F.	\$16.50	\$189,123.00
	4" CONCRETE CURB & GUTTER WITH 2' PAN	0	L.F.	\$17.05	\$0.00
	4" TRENCH DRAIN (PVC) W/ CLEANOUTS, FILTER FABRIC, AND FILTER MATERIAL	31,066	L.F.	\$27.00	\$838,782.00
	6"X10' CONCRETE SIDEWALK W/ FIBER MESH	3,517	L.F.	\$60.00	\$211,020.00
	6"X8' CONCRETE SIDEWALK W/ FIBER MESH	0	L.F.	\$43.04	\$0.00
	6"X5' CONCRETE SIDEWALK W/ FIBER MESH	0	L.F.	\$26.60	\$0.00
	SPLASH STRIP	7,193	L.F.	\$16.41	\$118,037.13
	MEDIAN COVER	15,528	S.F.	\$10.94	\$169,876.32
	CONCRETE CROSSPAN (6" THICK)	250	S.F.	\$10.16	\$2,540.00
	CURB RAMP (DIRECTIONAL)	0	EA.	\$1,675.00	\$0.00
	CURB RAMP (DIAGONAL)	0	EA.	\$1,675.00	\$0.00
	MIDBLOCK CURB RAMP	0	EA.	\$1,675.00	\$0.00
	ADJUST MANHOLES TO FINAL GRADE	34	EA.	\$700.00	\$23,800.00
	ADJUST VALVES TO FINAL GRADE	54	EA.	\$250.00	\$13,500.00
	GUARD RAIL	549	L.F.	\$250.00	\$137,250.00
Total Cost					\$8,539,128.50

BRIDGES

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	BRIDGE AT CHAMBERS	1	EA.	\$2,992,181.00	\$2,992,181.00
	BRIDGE AT TAMMY	1	EA.	\$1,565,619.00	\$1,565,619.00
Total Cost					\$4,557,800.00



**ENGINEERS PUBLIC IMPROVEMENT COST ESTIMATE
FILING 1 - PHASE 1
7/15/2025**

SIGNAGE/STRIPING

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	STRIPING	2	L.S.	\$467,957.00	\$935,914.00
	SIGNAGE	119	EA.	\$300.00	\$35,700.00
				Total Cost	\$971,614.00

DRAINAGE AND STORMWATER IMPROVMENTS

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	18" STORM SEWER (Class III RCP)	1,010	L.F.	\$74.00	\$74,740.00
	24" STORM SEWER (Class III RCP)	799	L.F.	\$98.00	\$78,302.00
	30" STORM SEWER (Class III RCP)	2,202	L.F.	\$130.00	\$286,260.00
	36" STORM SEWER (Class III RCP)	0	L.F.	\$160.00	\$0.00
	42" STORM SEWER (Class III RCP)	198	L.F.	\$200.00	\$39,600.00
	48" STORM SEWER (Class III RCP)	168	L.F.	\$240.00	\$40,320.00
	54" STORM SEWER (Class III RCP)	325	L.F.	\$270.00	\$87,750.00
	60" STORM SEWER (Class III RCP)	0	L.F.	\$330.00	\$0.00
	4'X6' BOX CULVERT (Class III RCBC)	0	L.F.	\$1,700.00	\$0.00
	10'X10' BOX CULVERT (Class III RCBC)	414	L.F.	\$2,820.00	\$1,167,480.00
	HEADWALL (PER CDOT STANDARD) (includes handrails) WITH WINGWALLS	4	EA.	\$10,000.00	\$40,000.00
	5' DIA. MANHOLE	42	EA.	\$5,270.00	\$221,340.00
	6' DIA. MANHOLE	29	EA.	\$5,780.00	\$167,620.00
	8' BOX BASE MANHOLE	0	EA.	\$6,800.00	\$0.00
	8' BOX BASE MANHOLE WITH DROP	2	EA.	\$7,800.00	\$15,600.00
	TYPE R INLET (5')	3	EA.	\$5,910.00	\$17,730.00
	TYPE R INLET (10')	17	EA.	\$11,500.00	\$195,500.00
	TYPE R INLET (15')	12	EA.	\$26,000.00	\$312,000.00
	TYPE 13 INLET	13	EA.	\$6,420.00	\$83,460.00
	18" FES (WITH TOEWALL)	1	EA.	\$5,070.00	\$5,070.00
	24" FES (WITH TOEWALL)	0	EA.	\$5,540.00	\$0.00
	30" FES (WITH TOEWALL)	0	EA.	\$6,420.00	\$0.00
	36" FES (WITH TOEWALL)	0	EA.	\$7,830.00	\$0.00
	42" FES (WITH TOEWALL)	0	EA.	\$8,300.00	\$0.00
	48" FES (WITH TOEWALL)	0	EA.	\$9,030.00	\$0.00
	54" FES (WITH TOEWALL)	0	EA.	\$11,000.00	\$0.00
	TRICKLE CHANNEL (4' STANDARD WIDTH WITH 6" VERTICAL CURBS)	215	L.F.	\$120.00	\$25,800.00
	RIPRAP (TYPE M)	540	C.Y.	\$160.00	\$86,400.00
	FOREBAY (ADDITION TO EXISTING)	1	E.A.	\$18,710.00	\$18,710.00
	ACCESS PATH	255	L.F.	\$66.00	\$16,830.00
		0			
				Total Cost	\$2,980,512.00



**ENGINEERS PUBLIC IMPROVEMENT COST ESTIMATE
FILING 1 - PHASE 1
7/15/2025**

DRY UTILITIES

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	ON-SITE STREET GAS LINES	0	L.F.	\$0.00	\$0.00
	ON-SITE STREET ELECTRIC LINES	0	L.F.	\$0.00	\$0.00
	LOT GAS SERVICE	0	EA.	\$0.00	\$0.00
	LOT ELECTRIC SERVICE	0	EA.	\$0.00	\$0.00
	TRAFFIC SIGNAL (HESS AND CHAMBERS)	1	EA.	\$523,511.00	\$523,511.00
Total Cost					\$523,511.00

PUBLIC IMPROVMENTS (TOWN) SUBTOTAL \$19,916,546.50

CONSTRUCTION CONTINGENCY (10%) \$1,991,654.65

MOBILIZATION (5%) \$995,827.33

SURVEYING (3%) \$597,496.40

CONSTRUCTION MANAGEMENT & TESTING (12%) \$2,389,985.58

PUBLIC IMPROVEMENT TOTAL \$25,891,510.45

SECURITY AT 110% = \$28,480,724.90

FILING 1 TOTAL (PHASE 1, 2, 3) = \$35,706,339.55

1. REGIONAL SD INFRASTRUCTURE SUCH AS CHANNELS, REGIONAL PONDS, OR CROSSINGS NOT INCLUDED IN THIS ESTIMATE
2. DRY UTILITIES NOT INCLUDED IN THIS ESTIMATE
3. PARK IMPROVEMENTS AND POOLSITE NOT INCLUDED
4. ALL COSTS ARE FURNISHED AND IN-PLACE COSTS
5. REFERENCE TOWN OF PARKER AND PARKER WATER AND SANITARY STANDARDS UNLESS NOTED OTHERWISE
6. FINAL SUBGRADE TREATMENTS/ROADWAY PAVEMENT DESIGN TO BE PROVIDED BY GEOTECHNICAL ENGINEER
7. NO POWER OR GAS FEEDER COSTS HAVE BEEN INCLUDED IN THIS ESTIMATE
8. NO PROFESSIONAL OR SUBMITTAL FEES HAVE BEEN INCLUDED IN THIS ESTIMATE
9. NO EROSION CONTROL MAINTENANCE HAS BEEN INCLUDED IN THIS ESTIMATE
10. STORM PIPE COSTS INCLUDE ANY REQUIRED JET AND TV
11. TRENCH DRAIN COST INCLUDES CLEAN OUTS AND CONNECTIONS TO STORM INLETS/MANHOLES
12. FLAIRED END SECTION ARE NOT INCLUDED IN THIS ESTIMATE. THEY ARE INCLUDED WITH MULLER COSTS AND DESIGN.
- 13 PHASING OF FILING 1 BASED ON EXHIBIT SEN BY E5X TO WW ON 6/27/25
- 14 ALL SIDEWALKS INCLUDED IN PHASE 3

EXHIBIT C-2



ENGINEERS PUBLIC IMPROVEMENT COST ESTIMATE
FILING 1 - PHASE 2
7/15/2025

ROADWAY

No.	Description	Quantity	Unit	Cost/Unit	Total Cost
	ASPHALT PAVEMENT (9" THICK)	0	L.F.	\$53.30	\$0.00
	ASPHALT PAVEMENT (6" THICK)	20,535	L.F.	\$30.80	\$632,478.00
	ASPHALT PAVEMENT (5" THICK)	0	L.F.	\$26.05	\$0.00
	SUBGRADE PREP AND AGGREGATE BASE COURSE (8" DEEP)	27,863	L.F.	\$14.85	\$413,765.55
	SUBGRADE PREP AND AGGREGATE BASE COURSE (6" DEEP)			\$11.80	
	CONCRETE PAVEMENT (6" THICK)	0	S.Y.	\$90.00	\$0.00
	6" CONCRETE CURB & GUTTER WITH 2' PAN	9,904	L.F.	\$17.05	\$168,863.20
	6" CONCRETE CURB & GUTTER WITH 1' PAN	0	L.F.	\$16.50	\$0.00
	4" CONCRETE CURB & GUTTER WITH 2' PAN	0	L.F.	\$17.05	\$0.00
	4" TRENCH DRAIN (PVC) W/ CLEANOUTS, FILTER FABRIC, AND FILTER MATERIAL	9,904	L.F.	\$27.00	\$267,408.00
	6"X10' CONCRETE SIDEWALK W/ FIBER MESH	0	L.F.	\$60.00	\$0.00
	6"X8' CONCRETE SIDEWALK W/ FIBER MESH	0	L.F.	\$43.04	\$0.00
	6"X5' CONCRETE SIDEWALK W/ FIBER MESH	0	L.F.	\$26.60	\$0.00
	SPLASH STRIP	0	L.F.	\$16.41	\$0.00
	MEDIAN COVER	0	S.F.	\$10.94	\$0.00
	CONCRETE CROSSPAN (6" THICK)	650	S.F.	\$10.16	\$6,604.00
	CURB RAMP (DIRECTIONAL)	0	EA.	\$1,675.00	\$0.00
	CURB RAMP (DIAGONAL)	0	EA.	\$1,675.00	\$0.00
	MIDBLOCK CURB RAMP	0	EA.	\$1,675.00	\$0.00
	ADJUST MANHOLES TO FINAL GRADE	0	EA.	\$700.00	\$0.00
	ADJUST VALVES TO FINAL GRADE	0	EA.	\$250.00	\$0.00
	GUARD RAIL	0	L.F.	\$250.00	\$0.00
				Total Cost	\$1,489,118.75

SIGNAGE/STRIPING

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	STRIPING	1	L.S.	\$117,583.00	\$117,583.00
	SIGNAGE	28	EA.	\$300.00	\$8,400.00
				Total Cost	\$125,983.00



**ENGINEERS PUBLIC IMPROVEMENT COST ESTIMATE
FILING 1 - PHASE 2
7/15/2025**

DRAINAGE AND STORMWATER IMPROVMENTS

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	18" STORM SEWER (Class III RCP)	712	L.F.	\$74.00	\$52,688.00
	24" STORM SEWER (Class III RCP)	1,270	L.F.	\$98.00	\$124,460.00
	30" STORM SEWER (Class III RCP)	154	L.F.	\$130.00	\$20,020.00
	36" STORM SEWER (Class III RCP)	0	L.F.	\$160.00	\$0.00
	42" STORM SEWER (Class III RCP)	0	L.F.	\$200.00	\$0.00
	48" STORM SEWER (Class III RCP)	0	L.F.	\$240.00	\$0.00
	54" STORM SEWER (Class III RCP)	0	L.F.	\$270.00	\$0.00
	60" STORM SEWER (Class III RCP)	0	L.F.	\$330.00	\$0.00
	4'X6' BOX CULVERT (Class III RCBC)	0	L.F.	\$1,700.00	\$0.00
	10'X10' BOX CULVERT (Class III RCBC)	0	L.F.	\$2,820.00	\$0.00
	HEADWALL (PER CDOT STANDARD) (includes handrails) WITH WINGWALLS	0	EA.	\$10,000.00	\$0.00
	5' DIA. MANHOLE	12	EA.	\$5,270.00	\$63,240.00
	6' DIA. MANHOLE	6	EA.	\$5,780.00	\$34,680.00
	8' BOX BASE MANHOLE	2	EA.	\$6,800.00	\$13,600.00
	8' BOX BASE MANHOLE WITH DROP	0	EA.	\$7,800.00	\$0.00
	TYPE R INLET (5')	2	EA.	\$5,910.00	\$11,820.00
	TYPE R INLET (10')	8	EA.	\$11,500.00	\$92,000.00
	TYPE R INLET (15')	4	EA.	\$26,000.00	\$104,000.00
	TYPE 13 INLET	0	EA.	\$6,420.00	\$0.00
	18" FES (WITH TOEWALL)	0	EA.	\$5,070.00	\$0.00
	24" FES (WITH TOEWALL)	0	EA.	\$5,540.00	\$0.00
	30" FES (WITH TOEWALL)	0	EA.	\$6,420.00	\$0.00
	36" FES (WITH TOEWALL)	0	EA.	\$7,830.00	\$0.00
	42" FES (WITH TOEWALL)	0	EA.	\$8,300.00	\$0.00
	48" FES (WITH TOEWALL)	0	EA.	\$9,030.00	\$0.00
	54" FES (WITH TOEWALL)	0	EA.	\$11,000.00	\$0.00
	TRICKLE CHANNEL (4' STANDARD WIDTH WITH 6" VERTICAL CURBS)	0	L.F.	\$120.00	\$0.00
	RIPRAP (TYPE M)	0	C.Y.	\$160.00	\$0.00
	FOREBAY (ADDITION TO EXISTING)	0	E.A.	\$18,710.00	\$0.00
	ACCESS PATH	0	L.F.	\$66.00	\$0.00
				Total Cost	\$516,508.00



**ENGINEERS PUBLIC IMPROVEMENT COST ESTIMATE
FILING 1 - PHASE 2
7/15/2025**

<u>PUBLIC IMPROVEMENTS (TOWN) SUBTOTAL</u>	<u>\$2,131,609.75</u>
CONSTRUCTION CONTINGENCY (10%)	\$213,160.98
MOBILIZATION (5%)	\$106,580.49
SURVEYING (3%)	\$63,948.29
CONSTRUCTION MANAGEMENT & TESTING (12%)	\$255,793.17
	\$603,696.84
PUBLIC IMPROVEMENT TOTAL	<u>\$2,771,092.68</u>
SECURITY AT 110% =	<u>\$3,048,201.94</u>
FILING 1 TOTAL (PHASE 1, 2, 3) =	<u>\$35,706,339.55</u>

1. REGIONAL SD INFRASTRUCTURE SUCH AS CHANNELS, REGIONAL PONDS, OR CROSSINGS NOT INCLUDED IN THIS ESTIMATE
2. DRY UTILITIES NOT INCLUDED IN THIS ESTIMATE
3. PARK IMPROVEMENTS AND POOLSITE NOT INCLUDED
4. ALL COSTS ARE FURNISHED AND IN-PLACE COSTS
5. REFERENCE TOWN OF PARKER AND PARKER WATER AND SANITARY STANDARDS UNLESS NOTED OTHERWISE
6. NO POWER OR GAS FEEDER COSTS HAVE BEEN INCLUDED IN THIS ESTIMATE
7. NO PROFESSIONAL OR SUBMITTAL FEES HAVE BEEN INCLUDED IN THIS ESTIMATE
8. NO EROSION CONTROL MAINTENANCE HAS BEEN INCLUDED IN THIS ESTIMATE
9. STORM PIPE COSTS INCLUDE ANY REQUIRED JET AND TV
10. TRENCH DRAIN COST INCLUDES CLEAN OUTS AND CONNECTIONS TO STORM INLETS/MANHOLES
11. FLAIRED END SECTION ARE NOT INCLUDED IN THIS ESTIMATE. THEY ARE INCLUDED WITH MULLER COSTS AND DESIGN.
- 12 PHASING OF FILING 1 BASED ON EXHIBIT SEN BY E5X TO WW ON 6/27/25
- 13 ALL SIDEWALKS INCLUDED IN PHASE 3

EXHIBIT C-3



ENGINEERS PUBLIC IMPROVEMENT COST ESTIMATE
FILING 1 - PHASE 3
7/15/2025

ROADWAY

No.	Description	Quantity	Unit	Cost/Unit	Total Cost
	ASPHALT PAVEMENT (9" THICK)	0	L.F.	\$53.30	\$0.00
	ASPHALT PAVEMENT (6" THICK)	0	L.F.	\$30.80	\$0.00
	ASPHALT PAVEMENT (5" THICK)	9,069	L.F.	\$26.05	\$236,247.45
	SUBGRADE PREP AND AGGREGATE BASE COURSE (8" DEEP)	0	L.F.	\$14.85	\$0.00
	SUBGRADE PREP AND AGGREGATE BASE COURSE (6" DEEP)	11,737		\$11.80	\$138,496.60
	CONCRETE PAVEMENT (6" THICK)	0	S.Y.	\$90.00	\$0.00
	6" CONCRETE CURB & GUTTER WITH 2' PAN	0	L.F.	\$17.05	\$0.00
	6" CONCRETE CURB & GUTTER WITH 1' PAN	0	L.F.	\$16.50	\$0.00
	4" CONCRETE CURB & GUTTER WITH 2' PAN	5,303	L.F.	\$17.05	\$90,416.15
	4" TRENCH DRAIN (PVC) W/ CLEANOUTS, FILTER FABRIC, AND FILTER MATERIAL	0	L.F.	\$27.00	\$0.00
	6"X10' CONCRETE SIDEWALK W/ FIBER MESH	6,050	L.F.	\$60.00	\$363,000.00
	6"X8' CONCRETE SIDEWALK W/ FIBER MESH	2,977	L.F.	\$43.04	\$128,130.08
	6"X5' CONCRETE SIDEWALK W/ FIBER MESH	25,574	L.F.	\$26.60	\$680,268.40
	SPLASH STRIP	0	L.F.	\$16.41	\$0.00
	MEDIAN COVER	0	S.F.	\$10.94	\$0.00
	CONCRETE CROSSPAN (6" THICK)	0	S.F.	\$10.16	\$0.00
	CURB RAMP (DIRECTIONAL)	57	EA.	\$1,675.00	\$95,475.00
	CURB RAMP (DIAGONAL)	23	EA.	\$1,675.00	\$38,525.00
	MIDBLOCK CURB RAMP	15	EA.	\$1,675.00	\$25,125.00
	ADJUST MANHOLES TO FINAL GRADE	0	EA.	\$700.00	\$0.00
	ADJUST VALVES TO FINAL GRADE	0	EA.	\$250.00	\$0.00
	GUARD RAIL	0	L.F.	\$250.00	\$0.00
				Total Cost	\$1,795,683.68



ENGINEERS PUBLIC IMPROVEMENT COST ESTIMATE
FILING 1 - PHASE 3
7/15/2025

DRAINAGE AND STORMWATER IMPROVMENTS

Item	Description	Quantity	Unit	Cost/Unit	Total Cost
	18" STORM SEWER (Class III RCP)	83	L.F.	\$74.00	\$6,142.00
	24" STORM SEWER (Class III RCP)	676	L.F.	\$98.00	\$66,248.00
	30" STORM SEWER (Class III RCP)	28	L.F.	\$130.00	\$3,640.00
	36" STORM SEWER (Class III RCP)	0	L.F.	\$160.00	\$0.00
	42" STORM SEWER (Class III RCP)	0	L.F.	\$200.00	\$0.00
	48" STORM SEWER (Class III RCP)	0	L.F.	\$240.00	\$0.00
	54" STORM SEWER (Class III RCP)	0	L.F.	\$270.00	\$0.00
	60" STORM SEWER (Class III RCP)	0	L.F.	\$330.00	\$0.00
	4'X6' BOX CULVERT (Class III RCBC)	0	L.F.	\$1,700.00	\$0.00
	10'X10' BOX CULVERT (Class III RCBC)	0	L.F.	\$2,820.00	\$0.00
	HEADWALL (PER CDOT STANDARD) (includes handrails) WITH WINGWALLS	0	EA.	\$10,000.00	\$0.00
	5' DIA. MANHOLE	8	EA.	\$5,270.00	\$42,160.00
	6' DIA. MANHOLE	35	EA.	\$5,780.00	\$202,300.00
	8' BOX BASE MANHOLE	27	EA.	\$6,800.00	\$183,600.00
	8' BOX BASE MANHOLE WITH DROP	0	EA.	\$7,800.00	\$0.00
	TYPE R INLET (5')	0	EA.	\$5,910.00	\$0.00
	TYPE R INLET (10')	4	EA.	\$11,500.00	\$46,000.00
	TYPE R INLET (15')	2	EA.	\$26,000.00	\$52,000.00
	TYPE 13 INLET	0	EA.	\$6,420.00	\$0.00
	18" FES (WITH TOEWALL)	0	EA.	\$5,070.00	\$0.00
	24" FES (WITH TOEWALL)	0	EA.	\$5,540.00	\$0.00
	30" FES (WITH TOEWALL)	0	EA.	\$6,420.00	\$0.00
	36" FES (WITH TOEWALL)	0	EA.	\$7,830.00	\$0.00
	42" FES (WITH TOEWALL)	0	EA.	\$8,300.00	\$0.00
	48" FES (WITH TOEWALL)	0	EA.	\$9,030.00	\$0.00
	54" FES (WITH TOEWALL)	0	EA.	\$11,000.00	\$0.00
	TRICKLE CHANNEL (4' STANDARD WIDTH WITH 6" VERTICAL CURBS)	0	L.F.	\$120.00	\$0.00
	RIPRAP (TYPE M)	0	C.Y.	\$160.00	\$0.00
	FOREBAY (ADDITION TO EXISTING)	0	E.A.	\$18,710.00	\$0.00
	ACCESS PATH	0	L.F.	\$66.00	\$0.00
				Total Cost	\$602,090.00



ENGINEERS PUBLIC IMPROVEMENT COST ESTIMATE

FILING 1 - PHASE 3

7/15/2025

PUBLIC IMPROVMENTS (TOWN) SUBTOTAL \$2,921,284.68

CONSTRUCTION CONTINGENCY (10%) \$292,128.47

MOBILIZATION (5%) \$146,064.23

SURVEYING (3%) \$87,638.54

CONSTRUCTION MANAGEMENT & TESTING (12%) \$350,554.16

\$87,638.54

PUBLIC IMPROVEMENT TOTAL \$3,797,670.08

SECURITY AT 110% = \$4,177,412.71

FILING 1 TOTAL (PHASE 1, 2, 3) = \$35,706,339.55

1. REGIONAL SD INFRASTRUCTURE SUCH AS CHANNELS, REGIONAL PONDS, OR CROSSINGS NOT INCLUDED IN THIS ESTIMATE
2. DRY UTILITIES NOT INCLUDED IN THIS ESTIMATE
3. PARK IMPROVEMENTS AND POOLSITE NOT INCLUDED
4. ALL COSTS ARE FURNISHED AND IN-PLACE COSTS
5. REFERENCE TOWN OF PARKER AND PARKER WATER AND SANITARY STANDARDS UNLESS NOTED OTHERWISE
6. NO POWER OR GAS FEEDER COSTS HAVE BEEN INCLUDED IN THIS ESTIMATE
7. NO PROFESSIONAL OR SUBMITTAL FEES HAVE BEEN INCLUDED IN THIS ESTIMATE
8. NO EROSION CONTROL MAINTENANCE HAS BEEN INCLUDED IN THIS ESTIMATE
9. STORM PIPE COSTS INCLUDE ANY REQUIRED JET AND TV
10. TRENCH DRAIN COST INCLUDES CLEAN OUTS AND CONNECTIONS TO STORM INLETS/MANHOLES
11. FLAIRED END SECTION ARE NOT INCLUDED IN THIS ESTIMATE. THEY ARE INCLUDED WITH MULLER COSTS AND DESIGN.
- 12 PHASING OF FILING 1 BASED ON EXHIBIT SEN BY E5X TO WW ON 6/27/25
- 13 ALL SIDEWALKS INCLUDED IN PHASE 3

EXHIBIT D

FINANCIAL GUARANTEE AGREEMENT

THIS FINANCIAL GUARANTEE AGREEMENT (the "Agreement") is entered into this _____ day of _____, 20____, by and between the Town of Parker, a Colorado home rule municipality (the "Town"), and _____ (the "Developer").

RECITALS

WHEREAS, the Town and the Developer have entered into that certain Subdivision Agreement (the "Subdivision Agreement") dated _____, 20____, concerning that certain real property known as _____, which is more particularly described in **Exhibit A**, which is attached to the Subdivision Agreement (the "Property"); and

WHEREAS, pursuant to the Subdivision Agreement, the Developer has agreed to install and complete at its expense certain Public Improvements (as that term is defined in the Subdivision Agreement) on the Property and to provide the Town with a financial guarantee, in an amount equal to one hundred ten percent (110%) of the costs of the Public Improvements naming the Town as the designated beneficiary, to secure the performance and completion of the Public Improvements.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which is hereby acknowledged and confessed, the parties hereto covenant and agree as follows:

1. Purpose. The purpose of this Agreement is to provide for a financial guarantee to the Town for the performance and completion of the Public Improvements described in the Subdivision Agreement and, accordingly, to supplement the terms and conditions of the Subdivision Agreement. Defined terms within the Subdivision Agreement shall have the same meaning when used herein.

2. Financial Guarantee. In order to secure the performance and completion of the Public Improvements, the Developer agrees to deposit with the Town the sum of _____ Dollars (\$ _____), which represents one hundred ten percent (110%) of the estimated cost of the Public Improvements (the "Financial Guarantee Funds"). All Financial Guarantee Funds shall be deposited in the Town's General Fund. The Town shall not be required to pay the Developer any interest on the Financial Guarantee Funds.

The estimated costs of the Public Improvements shall be a figure mutually agreed upon by the Developer and the Town's Director of Engineering/Public Works. If, however, they are unable to agree, the Director of Engineering/Public Works' estimate shall govern after giving consideration to information provided by the Developer including, but not limited to, construction contracts and engineering estimates. The purpose of the cost estimate is solely to determine the amount of the financial guarantee. No representations are made as to the accuracy of these estimates, and the Developer agrees to pay the actual costs of all such Public Improvements.

The estimated costs of the Public Improvements may increase in the future. Accordingly, the Town reserves the right to review and adjust the cost estimate prior to the issuance of any grading permit for the Property and on an annual basis thereafter. Adjusted cost estimates will be made according to changes in the Construction Costs Index as published by the *Engineering News Record* or based upon actual construction bids, as determined by the Town in the exercise of its sole discretion. If the Town adjusts the cost estimate for the Public Improvements, the Town shall give written notice to the Developer. The Developer shall, within thirty (30) days after receipt of said written notice, provide the Town with new funds in the amount of the adjusted cost estimates. If the Developer refuses or fails to so provide the Town with additional Financial Guarantee Funds, the Town may exercise the remedies provided for in paragraph 6 of the Subdivision Agreement; provided, however, that prior to increasing the amount of additional Financial Guarantee Funds required, the Town shall give credit to the Developer for all required Public Improvements which have actually been completed so that the amount of Financial Guarantee Funds required at any time shall relate to the cost of required Public Improvements not yet constructed.

3. Release of Financial Guarantee Funds.

a. The Developer intends to enter into several different contracts with different contractors to install the Public Improvements. It is the intent of the parties hereto that Financial Guarantee Funds will be released as work is completed on each individual contract. In the event the Public Improvements are not constructed or completed within the period of time specified by paragraph 9 of the Subdivision Agreement or a written extension of time mutually agreed upon by the parties to this Agreement, the Town may draw on the Financial Guarantee Funds to complete the Public Improvements called for in this Agreement.

b. The Financial Guarantee Funds are to be used solely and exclusively for the completion of the Public Improvements. The Town will disburse up to ninety percent (90%) of the estimated cost of the Public Improvements as progress payments according to the schedule of values attached as **Exhibit 1** and incorporated by this reference (the "Schedule of Values"), upon the Developer's satisfaction of the following draw requirements:

1. The Developer delivers an application to the Town (which includes a certification signed by the Developer of the percentage of the total Public Improvements completed according to the Schedule of Values), which application will be made no more than once per month and shall be tied to progress toward the completion of the Public Improvements, as identified in the application (the "Application").

2. Upon receipt of the Application, the Town shall have thirty (30) calendar days within which to provide written acknowledgement from the Director of Engineering/Public Works or designee of the Town that the Application may be paid, partially paid or denied. The Town's affirmation and payment will not constitute approval by the Town of the completion and/or acceptance of Public Improvements, or any portion thereof. Such acknowledgement shall not be unreasonably denied or withheld by the Town and shall be given if the Public Improvements described in the Application are completed in accordance with the construction plans approved by the Town.

3. The Town shall have no obligation to provide probationary acceptance of the Public Improvements, until all of the Public Improvements are completed and all deficiencies, of any type, including, but not limited to, maintenance, materials or workmanship, that are identified by the Director of Engineering/Public Works at the final inspection are corrected (regardless of the cause of the deficiency).

4. Upon the Town's probationary acceptance of the Public Improvements, the Developer has the option of substituting a letter of credit for twenty percent (20%) of the cost of the Public Improvements that the Town is holding for the two-year warranty period, as described in the Subdivision Agreement, in a form and from a financial institution acceptable to the Town.

c. That portion of the Financial Guarantee Funds which represents twenty percent (20%) of the estimated costs of the Public Improvements shall be retained by the Town during the two-year warranty period described in the Subdivision Agreement. At the end of the warranty period and upon final acceptance by the Town, the remaining Financial Guarantee Funds shall be released to the Developer. The Town may draw on the Financial Guarantee Funds during the warranty period to correct any problems with the Public Improvements which have not been corrected by the Developer, as provided by the Subdivision Agreement.

4. Modifications. This Agreement shall not be amended, except by subsequent written agreement of the parties.

5. Release of Liability. It is expressly understood that the Town cannot be legally bound by the representations of any of its officers or agents or their designees, except in accordance with the Parker Municipal Code and the laws of the State of Colorado.

6. Captions. The captions to this Agreement are inserted only for the purpose of convenient reference and in no way define, limit, or prescribe the scope or intent of this Agreement or any part thereof.

7. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns as the case may be.

8. Invalid Provision. If any provision of this Agreement shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision hereof, all of the other provisions shall remain in full force and effect. It is the intention of the parties hereto that if any provision of this Agreement is capable of two (2) constructions, one of which would render the provision void, and the other which would render the provision valid, then the provisions shall have the meaning which renders it valid.

9. Governing law. The laws of the State of Colorado shall govern the validity, performance and enforcement of this Agreement. Should either party institute legal suit or action for enforcement of any obligation contained herein, it is agreed that venue of such suit or action shall be in Douglas County, Colorado.

10. Notice. All notice required under this Agreement shall be in writing and shall be hand delivered or sent by registered or certified mail, return receipt requested, postage prepaid,

to the addresses of the parties herein set forth. All notices so given shall be considered effective seventy-two (72) hours after deposit in the United States mail with the proper address as set forth below. Either party, by notice so given, may change the address to which future notices shall be sent.

Notice to the Town: Town of Parker
Attn: Director of Engineering/Public Works
20120 E. Mainstreet
Parker, Colorado 80138

With a copy to: Town of Parker
Attn: Town Attorney
20120 E. Mainstreet
Parker, Colorado 80138

Notice to Developer: _____

With a copy to: _____

11. Assignment or Assignments. There shall be no partial transfer or assignment of any of the rights or obligations of the Developer under this Agreement. There shall be no assignment of this Agreement without the prior written approval of the Town, which the Town may grant or withhold in its sole discretion. The Developer agrees to provide the Town with at least fourteen (14) days' advance written notice of the proposed transfer or assignment of this Agreement.

12. Title and Authority. The Developer expressly warrants and represents to the Town that it is the record owner of the property constituting the Property and further represents and warrants, together with the undersigned individual(s) that the undersigned individuals(s) has or have full power and authority to enter into this Financial Guarantee Agreement. The Developer and the undersigned individual(s) understand that the Town is relying on such representations and warranties in entering into this Agreement.

13. Conflict with Subdivision Agreements. In the event there is a conflict between the language contained within the Financial Guarantee Agreement and the language contained within the Subdivision Agreement, the language contained in the Subdivision Agreement shall control.

EXHIBIT LIST

Exhibit A Legal Description of the Property

Exhibit 1 Schedule of Values

EXHIBIT D-1

FORM – IRREVOCABLE LETTER OF CREDIT

Issuing Bank's Letterhead

Irrevocable Letter of Credit

Issuing Bank: [Type in bank name.]

Letter of Credit No.: [Type LOC number.]

Amount: [Type in aggregate amount.]

Issuance Date: [Type LOC issuance date.]

Expiry Date: [Type LOC expiration date.]

Name of Developer: [Type in name of developer.]

Town of Parker

20120 East Mainstreet

Parker, Colorado 80138

Attention: Mayor and Town Attorney

Ladies and Gentlemen:

We hereby establish this Irrevocable Letter of Credit in your favor for an amount up to the aggregate sum of \$ _____ U.S. Dollars.

Funds under this credit are available to you by your draft or drafts drawn at sight on us containing the number of this Letter of Credit, as set forth above, in the Form of Sight Draft attached hereto as **Exhibit 1** and incorporated by this reference. Partial drawings are permitted. The amount of the funds available under this Letter of Credit may not be reduced, except by payment of drafts drawn hereunder, or pursuant to written authorization given to us by the Town. The sole condition for payment of any draft under this Letter of Credit is that the draft be accompanied by a letter, on the Town's letterhead, signed by the Mayor or designee, stating that one or more of the following conditions exist:

a. The Town has determined that the Developer is in default of its obligations under that certain [type in "agreement" or "permit"], to secure the performance of the [type in the name of the agreement, such as "Subdivision Agreement between the Town and Developer" and the name of the project, or "Development Agreement between the Town and Developer" and the name of the project] or [for permit, type in the name of the project];

or

b. That the expiry date of this Irrevocable Letter of Credit is less than fourteen (14) days from the date of the Mayor or designee's letter and the Developer has not provided the Town with a replacement letter of credit in an amount and form acceptable to the Town to secure the performance of the [type in name of the agreement] or [for permit, type in the name of the project] described herein.

Drafts for payment by the Town, pursuant to this Letter of Credit, shall be deemed timely presented if, prior to the date of expiration of the Letter of Credit, the draft is deposited in the U.S. mail or otherwise delivered for transmission by any other usual means of communication

11/1/2019
G:\LEGAL\FORMS\LTR OF CREDIT-IRREV EX D 20180605.DOC

EXHIBIT 1

FORM OF SIGHT DRAFT

[*Name of Issuing Bank*]
[*Address of Issuing Bank*]

Date: _____

At sight, pay to the order of Town of Parker _____ Dollars
(\$ _____), for value received and charge to the account of [*name of Developer*].

Drawn under Letter of Credit No. _____, dated _____ [*type in
letter of credit issuance date*].

By: _____
_____, Mayor
Town of Parker

EXHIBIT E

Tanterra Filing 1-Landscape Cost Estimate - Streetscape

PCS Group

Opinion of Probable Cost

Date: 03.25.2022

Filing 1-Streetscape Landscaping

* All Streetscape estimates are taken from the edge of sidewalk to the street, regardless if it is in the R.O.W. or not.

Improvement	Quantity	Unit	Unit Cost	Total
Deciduous Trees (2.5" cal)	631	EA	\$ 660.00	\$ 416,460.00
Ornamental Trees (2" cal)	8	EA	\$ 500.00	\$ 4,000.00
Deciduous Shrubs & Large Ornamental Grasses (5 gal)	37	EA	\$ 27.00	\$ 999.00
Ornamental Grasses (1 gal)	118	EA	\$ 17.00	\$ 2,006.00
Perennials (1 gal)	93	EA	\$ 12.00	\$ 1,116.00
EnviroTurf Sod (w/prep)	308,072	SF	\$ 0.85	\$ 261,861.20
Planting Bed Prep	8,634	SF	\$ 0.35	\$ 3,021.90
2" Diam. Rock mulch (3" depth) w/ installation	120	TON	\$ 35.00	\$ 4,200.00
3"-6" Diam. River Cobble Mulch (4" depth)	9	TON	\$ 35.00	\$ 315.00
Irrigation (Spray for sod areas)	307,760	SF	\$ 0.90	\$ 276,984.00
Irrigation (Drip emitters for shrub beds)	8,634	SF	\$ 0.35	\$ 3,021.90
Steel Edger	393	LF	\$ 1.50	\$ 589.50
Sub-Total				\$ 974,574.50

TOTAL	\$ 974,574.50
15% Contingency	\$ 146,186.18
Total	\$ 1,120,760.68
110% SIA Total	\$ 1,232,836.74

NOTES:

1. The control system and POC components for irrigation are included on a separate page by irrigation designer.
2. All streetscape and median lighting is included in Engineer's cost estimate.
3. All concrete trails outside of parks are to be budgeted by engineer.

EXHIBIT F

Tanterra Filing 1-Landscape Cost Estimate - Open Space

PCS Group Date: 02.08.2023

Filing 1-Tract N Park Landscaping				
Deciduous Trees (2.5" cal)	21	EA	\$ 660.00	\$ 13,860.00
Evergreen Trees (8' ht)	17	EA	\$ 700.00	\$ 11,900.00
Ornamental Trees (2" cal)	11	EA	\$ 500.00	\$ 5,500.00
Deciduous Shrubs & Large Ornamental Grasses (5 gal)	179	EA	\$ 27.00	\$ 4,833.00
Ornamental Grasses (1 gal)	199	EA	\$ 17.00	\$ 3,383.00
Perennials (1 gal)	163	EA	\$ 12.00	\$ 1,956.00
Temporarily Irrigated Native Seed (w/prep)	32,537	SF	\$ 0.35	\$ 11,387.95
Enviro turf Sod (prep, sod)	15,037	SF	\$ 0.85	\$ 12,781.45
Planting Bed Prep	10,865	SF	\$ 0.35	\$ 3,802.75
2" Diam. Cobble Rock mulch (3" depth)	75	TON	\$ 35.00	\$ 2,625.00
2"-4" Diam. Cobble Rock River Rock (4" depth)	117	TON	\$ 35.00	\$ 4,095.00
Steel Edger	632	LF	\$ 1.50	\$ 948.00
Landscape Boulders (2'-4')	82	EA	\$ 400.00	\$ 32,800.00
Concrete Walk/Pads (4" depth)	6,719	SF	\$ 7.00	\$ 47,033.00
Concrete Playground Edger	77	LF	\$ 25.00	\$ 1,925.00
Engineered Wood Fiber (playground-12" depth)	420	SF	\$ 5.00	\$ 2,100.00
Concrete Edger (Crusher Fines)	1,110	SF	\$ 15.00	\$ 16,650.00
Crusher Fines (4" depth)	4,877	SF	\$ 5.50	\$ 26,823.50
Specialty Pavers	177	SF	\$ 18.00	\$ 3,186.00
Stone Steps w/Handrails	6	EA	\$ 600.00	\$ 3,600.00
Pet Station	1	EA	\$ 1,500.00	\$ 1,500.00
Trash Receptacle	2	EA	\$ 1,500.00	\$ 3,000.00
Boulder Climbing Structure	1	LS	\$ 20,000.00	\$ 20,000.00
Cornhole (permanent)	1	LS	\$ 5,000.00	\$ 5,000.00
ADA Playground Ramp	1	EA	\$ 1,800.00	\$ 1,800.00
Playground Drainage	1	LS	\$ 10,000.00	\$ 10,000.00
20'x20' Picnic Shelter	1	EA	\$ 50,000.00	\$ 50,000.00
Picnic Tables	2	EA	\$ 3,000.00	\$ 6,000.00
Raised Garden Beds Community Garden	10	EA	\$ 2,000.00	\$ 20,000.00
Bench	3	EA	\$ 2,500.00	\$ 7,500.00
BBQ Grill	2	EA	\$ 700.00	\$ 1,400.00
Ped Bridge	1	EA	\$ 12,000.00	\$ 12,000.00
Irrigation (Spray for turf areas)	15,037	SF	\$ 0.90	\$ 13,533.30
Irrigation (Spray for native areas)	32,537	SF	\$ 0.50	\$ 16,268.50
Irrigation (Drip emitters for shrub beds)	10,865	SF	\$ 0.35	\$ 3,802.75
			Sub-Total	\$ 382,994.20
Filing 1-Tract Q Park Landscaping				
<u>Improvement</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>
Deciduous Trees (2.5" cal)	46	EA	\$ 660.00	\$ 30,360.00
Evergreen Trees (8' ht)	26	EA	\$ 700.00	\$ 18,200.00
Ornamental Trees (2" cal)	4	EA	\$ 500.00	\$ 2,000.00
Deciduous Shrubs & Large Ornamental Grasses (5 gal)	319	EA	\$ 27.00	\$ 8,613.00
Evergreen Shrubs (5 gal)	79	EA	\$ 39.00	\$ 3,081.00
Ornamental Grasses (1 gal)	393	EA	\$ 17.00	\$ 6,681.00
Perennials (1 gal)	113	EA	\$ 12.00	\$ 1,356.00
Temporarily Irrigated Native Seed- (w/prep)	56,847	SF	\$ 0.35	\$ 19,896.45
Enviro turf Sod (prep, sod)	45,289	SF	\$ 0.85	\$ 38,495.65
Planting Bed Prep	11,026	SF	\$ 0.35	\$ 3,859.10
2" Diam. Cobble Rock mulch (3" depth)	123	TON	\$ 35.00	\$ 4,305.00
2"-4" Diam. Cobble Rock River Rock (3" depth)	40	TON	\$ 35.00	\$ 1,400.00
Steel Edger	1,229	LF	\$ 1.50	\$ 1,843.50
Landscape Boulders (2'-3')	61	EA	\$ 400.00	\$ 24,400.00
Concrete Walks/Pads (4" depth)	17,835	SF	\$ 7.00	\$ 124,845.00
Crusher Fines (4" depth)	1,068	SF	\$ 5.50	\$ 5,874.00
Stone Amphitheater	214	LF	\$ 150.00	\$ 32,100.00
Specialty Concrete (Amphitheater)	610	SF	\$ 14.00	\$ 8,540.00

Concrete Playground Edger	157	LF	\$ 25.00	\$ 3,925.00
Stone Steps w/ Handrail	12	EA	\$ 600.00	\$ 7,200.00
Concrete Steps w/ Handrail	6	EA	\$ 750.00	\$ 4,500.00
Pet Waste Station	1	EA	\$ 700.00	\$ 700.00
Trash Receptacle	3	EA	\$ 1,500.00	\$ 4,500.00
Bike Rack	2	EA	\$ 900.00	\$ 1,800.00
Workout Stations	6	EA	\$ 5,000.00	\$ 30,000.00
Log Balance Beam	1	EA	\$ 4,000.00	\$ 4,000.00
Log Crawl Tunnel	1	EA	\$ 5,000.00	\$ 5,000.00
Playground Log Steppers	6	EA	\$ 600.00	\$ 3,600.00
Log Nest Scramble (Custom)	1	EA	\$ 12,000.00	\$ 12,000.00
Engineered Wood Fiber (<i>playground-12" depth</i>)	3,469	SF	\$ 5.00	\$ 17,345.00
ADA Playground Ramp	1	EA	\$ 1,800.00	\$ 1,800.00
Playground Drainage	1	LS	\$ 10,000.00	\$ 10,000.00
20'x20' Picnic Shelter	1	EA	\$ 60,000.00	\$ 60,000.00
Picnic Tables	5	EA	\$ 3,000.00	\$ 15,000.00
Game Table	1	EA	\$ 3,500.00	\$ 3,500.00
Bench	8	EA	\$ 2,500.00	\$ 20,000.00
BBQ Grill	2	EA	\$ 700.00	\$ 1,400.00
Steppers for drainage crossing	48	EA	\$ 400.00	\$ 19,200.00
Irrigation (<i>Spray for turf areas</i>)	45,289	SF	\$ 0.90	\$ 40,760.10
Irrigation (<i>Spray for native areas</i>)	56,847	SF	\$ 0.50	\$ 28,423.50
Irrigation (<i>Drip emitters for shrub beds</i>)	11,026	SF	\$ 0.35	\$ 3,859.10
			Sub-Total	\$ 634,362.40
Filing 1-Fencing- All Tracts				
Improvement	Quantity	Unit	Unit Cost	Total
Open Rail Fence	16,766	LF	\$ 30.00	\$ 502,980.00
5' Privacy Fence	500	LF	\$ 45.00	\$ 22,500.00
			Sub-Total	\$ 525,480.00
Filing 1-Open Space Landscaping - Tract C				
Improvement	Quantity	Unit	Unit Cost	Total
Deciduous Trees (2.5" cal)	9	EA	\$ 660.00	\$ 5,940.00
Evergreen Trees (8' ht)	28	EA	\$ 700.00	\$ 19,600.00
Ornamental Trees (2" cal)	2	EA	\$ 500.00	\$ 1,000.00
Deciduous Shrubs & Large Ornamental Grasses (5 gal)	166	EA	\$ 27.00	\$ 4,482.00
Evergreen Shrubs (5 gal)	3	EA	\$ 39.00	\$ 117.00
Ornamental Grasses	9	EA	\$ 17.00	\$ 153.00
Perennials	11	EA	\$ 12.00	\$ 132.00
Temporarily Irrigated Native Seed (w/ prep)	43,188	SF	\$ 0.35	\$ 15,115.80
Enviro turf Sod (<i>prep, sod</i>)	4,596	SF	\$ 0.85	\$ 3,906.60
Planting Bed Prep	5,504	SF	\$ 0.35	\$ 1,926.40
2" Cobble Rock Mulch (3" deep)	10	TON	\$ 35.00	\$ 350.00
2"-4" Cobble River Rock (3" deep)	65	TON	\$ 35.00	\$ 2,275.00
Steel Edger	631	LF	\$ 1.50	\$ 946.50
Landscape Boulders (2'-4')	2	EA	\$ 400.00	\$ 800.00
Irrigation (<i>Spray for turf areas</i>)	4,596	SF	\$ 0.90	\$ 4,136.40
Irrigation (<i>Spray for native areas</i>)	43,188	SF	\$ 0.50	\$ 21,594.00
Irrigation (<i>Drip emitters for shrub beds</i>)	5,504	SF	\$ 0.35	\$ 1,926.40
			Sub-Total	\$ 84,401.10
Filing 1-Open Space Landscaping - Tract E				
Improvement	Quantity	Unit	Unit Cost	Total
Deciduous Trees (2.5" cal)	5	EA	\$ 660.00	\$ 3,300.00
Evergreen Trees (8' ht)	27	EA	\$ 700.00	\$ 18,900.00
Ornamental Trees (2" cal)	10	EA	\$ 500.00	\$ 5,000.00
Deciduous Shrubs & Large Ornamental Grasses (5 gal)	154	EA	\$ 27.00	\$ 4,158.00
Evergreen Shrubs (5 gal)	56	EA	\$ 39.00	\$ 2,184.00
Temporarily Irrigated Native Seed (w/ prep)	50,237	SF	\$ 0.35	\$ 17,582.95
Enviro turf Sod (<i>prep, sod</i>)	8,320	SF	\$ 0.85	\$ 7,072.00
Planting Bed Prep	5,321	SF	\$ 0.35	\$ 1,862.35

2" Cobble Rock Mulch (3" deep)	63	TON	\$ 35.00	\$ 2,205.00
2"-4" Cobble River Rock (3" deep)	17	TON	\$ 35.00	\$ 595.00
Steel Edger	323	LF	\$ 1.50	\$ 484.50
Irrigation (Spray for turf areas)	8,320	SF	\$ 0.90	\$ 7,488.00
Irrigation (Spray for native areas)	50,237	SF	\$ 0.50	\$ 25,118.50
Irrigation (Drip emitters for shrub beds)	5,321	SF	\$ 0.35	\$ 1,862.35
			Sub-Total	\$ 97,812.65

Filing 1-Open Space Landscaping - Tract F

<u>Improvement</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>
Deciduous Trees (2.5" cal)	3	EA	\$ 660.00	\$ 1,980.00
Evergreen Trees (8' ht)	7	EA	\$ 700.00	\$ 4,900.00
Ornamental Trees (2" cal)	3	EA	\$ 500.00	\$ 1,500.00
Deciduous Shrubs & Large Ornamental Grasses (5 gal)	113	EA	\$ 27.00	\$ 3,051.00
Ornamental Grasses	20	EA	\$ 17.00	\$ 340.00
Buffalo Grass Sod (prep, sod)	7,836	SF	\$ 0.85	\$ 6,660.60
Enviro turf Sod (prep, sod)	3,845	SF	\$ 0.85	\$ 3,268.25
Planting Bed Prep	8,278	SF	\$ 0.35	\$ 2,897.30
Wood Mulch -Shredded Cedar (3" deep)	5	CY	\$ 45.00	\$ 225.00
2"-4" Cobble River Rock (3" deep)	116	TON	\$ 35.00	\$ 4,060.00
Steel Edger	631	LF	\$ 1.50	\$ 946.50
Irrigation (Spray for turf areas)	11,681	SF	\$ 0.90	\$ 10,512.90
Irrigation (Drip emitters for shrub beds)	8,278	SF	\$ 0.35	\$ 2,897.30
			Sub-Total	\$ 43,238.85

Filing 1-Open Space Landscaping - Tract G

<u>Improvement</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>
Deciduous Trees (2.5" cal)	11	EA	\$ 660.00	\$ 7,260.00
Evergreen Trees (8' ht)	18	EA	\$ 700.00	\$ 12,600.00
Ornamental Trees (2" cal)	4	EA	\$ 500.00	\$ 2,000.00
Deciduous Shrubs & Large Ornamental Grasses (5 gal)	189	EA	\$ 27.00	\$ 5,103.00
Ornamental Grasses	35	EA	\$ 17.00	\$ 595.00
Perennials	38	EA	\$ 12.00	\$ 456.00
Temporarily Irrigated Native Seed (w/ prep)	6,301	SF	\$ 0.35	\$ 2,205.35
Enviro turf Sod (prep, sod)	13,250	SF	\$ 0.85	\$ 11,262.50
Planting Bed Prep	13,471	SF	\$ 0.35	\$ 4,714.85
Wood Mulch -Shredded Cedar (3" deep)	2	CY	\$ 45.00	\$ 90.00
2" Cobble Rock Mulch (3" deep)	10	TON	\$ 35.00	\$ 350.00
2"-4" Cobble River Rock (3" deep)	116	TON	\$ 35.00	\$ 4,060.00
Steel Edger	1,414	LF	\$ 1.50	\$ 2,121.00
Landscape Boulders (2'-4')	2	EA	\$ 400.00	\$ 800.00
Irrigation (Spray for turf areas)	13,250	SF	\$ 0.90	\$ 11,925.00
Irrigation (Spray for native areas)	6,301	SF	\$ 0.50	\$ 3,150.50
Irrigation (Drip emitters for shrub beds)	13,471	SF	\$ 0.35	\$ 4,714.85
			Sub-Total	\$ 73,408.05

Filing 1-Open Space Landscaping - Tract H

<u>Improvement</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>
Deciduous Trees (2.5" cal)	28	EA	\$ 660.00	\$ 18,480.00
Evergreen Trees (8' ht)	30	EA	\$ 700.00	\$ 21,000.00
Ornamental Trees (2" cal)	6	EA	\$ 500.00	\$ 3,000.00
Deciduous Shrubs & Large Ornamental Grasses (5 gal)	285	EA	\$ 27.00	\$ 7,695.00
Evergreen Shrubs (5 gal)	30	EA	\$ 39.00	\$ 1,170.00
Ornamental Grasses	11	EA	\$ 17.00	\$ 187.00
Perennials	8	EA	\$ 12.00	\$ 96.00
Temporarily Irrigated Native Seed (w/ prep)	44,579	SF	\$ 0.35	\$ 15,602.65
Buffalo Grass Sod (prep, sod)	18,526	SF	\$ 0.85	\$ 15,747.10
Enviro turf Sod (prep, sod)	11,139	SF	\$ 0.85	\$ 9,468.15
Planting Bed Prep	20,186	SF	\$ 0.35	\$ 7,065.10
2" Cobble Rock Mulch (3" deep)	60	TON	\$ 35.00	\$ 2,100.00
2"-4" Cobble River Rock (3" deep)	242	TON	\$ 35.00	\$ 8,470.00
Steel Edger	1,274	LF	\$ 1.50	\$ 1,911.00

Landscape Boulders (2'-4')	4	EA	\$ 400.00	\$ 1,600.00
Irrigation (<i>Spray for turf areas</i>)	29,665	SF	\$ 0.90	\$ 26,698.50
Irrigation (<i>Spray for native areas</i>)	44,579	SF	\$ 0.50	\$ 22,289.50
Irrigation (<i>Drip emitters for shrub beds</i>)	20,186	SF	\$ 0.35	\$ 7,065.10
			Sub-Total	\$ 169,645.10

Filing 1-Open Space Landscaping - Tract I

<u>Improvement</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>
Monument Walls	87	LF	\$ 500.00	\$ 43,500.00
Deciduous Trees (2.5" cal) (<i>Doesn't include trees in dendritic areas</i>)	9	EA	\$ 660.00	\$ 5,940.00
Evergreen Trees (8' ht) (<i>Doesn't include trees in dendritic areas</i>)	42	EA	\$ 700.00	\$ 29,400.00
Ornamental Trees (2" cal)	8	EA	\$ 500.00	\$ 4,000.00
Deciduous Shrubs & Large Ornamental Grasses (5 gal)	380	EA	\$ 27.00	\$ 10,260.00
Ornamental Grasses	63	EA	\$ 17.00	\$ 1,071.00
Perennials	25	EA	\$ 12.00	\$ 300.00
Temporarily Irrigated Native Seed (w/ prep)	67,501	SF	\$ 0.35	\$ 23,625.35
Buffalo Grass Sod (<i>prep, sod</i>)	21,913	SF	\$ 0.85	\$ 18,626.05
Planting Bed Prep	16,510	SF	\$ 0.35	\$ 5,778.50
Wood Mulch - <i>Shredded Cedar (3" deep)</i>	2	CY	\$ 45.00	\$ 10,575.00
2" Cobble Rock Mulch (<i>3" deep</i>)	76	TON	\$ 35.00	\$ 176,225.00
2"-4" Cobble River Rock (<i>3" deep</i>)	169	TON	\$ 35.00	\$ 5,915.00
Steel Edger	1,883	LF	\$ 1.50	\$ 2,824.50
Landscape Boulders (2'-4')	5	EA	\$ 400.00	\$ 2,000.00
Irrigation (<i>Spray for turf areas</i>)	21,913	SF	\$ 0.90	\$ 19,721.70
Irrigation (<i>Spray for native areas</i>)	67,501	SF	\$ 0.50	\$ 33,750.50
Irrigation (<i>Drip emitters for shrub beds</i>)	16,510	SF	\$ 0.35	\$ 5,778.50
			Sub-Total	\$ 399,291.10

Filing 1-Open Space Landscaping - Tract K

<u>Improvement</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>
Deciduous Trees (2.5" cal) (<i>Doesn't include trees in dendritic areas</i>)	26	EA	\$ 660.00	\$ 17,160.00
Evergreen Trees (8' ht)	43	EA	\$ 700.00	\$ 30,100.00
Ornamental Trees (2" cal)	9	EA	\$ 500.00	\$ 4,500.00
Deciduous Shrubs & Large Ornamental Grasses (5 gal)	363	EA	\$ 27.00	\$ 9,801.00
Evergreen Shrubs (5 gal)	21	EA	\$ 39.00	\$ 819.00
Ornamental Grasses	74	EA	\$ 17.00	\$ 1,258.00
Perennials	46	EA	\$ 12.00	\$ 552.00
Temporarily Irrigated Native Seed (w/ prep)	50,556	SF	\$ 0.35	\$ 17,694.60
Buffalo Grass Sod (<i>prep, sod</i>)	48,178	SF	\$ 0.85	\$ 40,951.30
Enviro turf Sod (<i>prep, sod</i>)	2,758	SF	\$ 0.85	\$ 2,344.30
Planting Bed Prep	18,752	SF	\$ 0.35	\$ 6,563.20
Wood Mulch - <i>Shredded Cedar (3" deep)</i>	2	CY	\$ 45.00	\$ 90.00
2" Cobble Rock Mulch (<i>3" deep</i>)	188	TON	\$ 35.00	\$ 6,580.00
2"-4" Cobble River Rock (<i>3" deep</i>)	65	TON	\$ 35.00	\$ 2,275.00
Steel Edger	2,464	LF	\$ 1.50	\$ 3,696.00
Landscape Boulders (2'-4')	6	EA	\$ 400.00	\$ 2,400.00
Crusher Fines (4" depth)	1,453	SF	\$ 5.50	\$ 7,991.50
Irrigation (<i>Spray for turf areas</i>)	50,936	SF	\$ 0.90	\$ 45,842.40
Irrigation (<i>Spray for native areas</i>)	50,556	SF	\$ 0.50	\$ 25,278.00
Irrigation (<i>Drip emitters for shrub beds</i>)	18,752	SF	\$ 0.35	\$ 6,563.20
			Sub-Total	\$ 232,459.50

Filing 1-Open Space Landscaping - Tract M

<u>Improvement</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>
Monument Walls	80	LF	\$ 500.00	\$ 40,000.00
Deciduous Trees (2.5" cal) (<i>Doesn't include trees in dendritic areas</i>)	34	EA	\$ 660.00	\$ 22,440.00
Evergreen Trees (8' ht) (<i>Doesn't include trees in dendritic areas</i>)	70	EA	\$ 700.00	\$ 49,000.00
Ornamental Trees (2" cal)	13	EA	\$ 500.00	\$ 6,500.00
Deciduous Shrubs & Large Ornamental Grasses (5 gal)	541	EA	\$ 27.00	\$ 14,607.00
Evergreen Shrubs (5 gal)	15	EA	\$ 39.00	\$ 585.00
Ornamental Grasses	163	EA	\$ 17.00	\$ 2,771.00
Perennials	152	EA	\$ 12.00	\$ 1,824.00

Temporarily Irrigated Native Seed (w/ prep)	123,391	SF	\$ 0.35	\$ 43,186.85
Buffalo Grass Sod (<i>prep, sod</i>)	36,928	SF	\$ 0.85	\$ 31,388.80
Enviro turf Sod (<i>prep, sod</i>)	5,587	SF	\$ 0.85	\$ 4,748.95
Planting Bed Prep	14,263	SF	\$ 0.35	\$ 4,992.05
Wood Mulch -Shredded Cedar (3" deep)	2	CY	\$ 45.00	\$ 90.00
2" Cobble Rock Mulch (3" deep)	78	TON	\$ 35.00	\$ 2,730.00
2"-4" Cobble River Rock (3" deep)	114	TON	\$ 35.00	\$ 3,990.00
Steel Edger	2,969	LF	\$ 1.50	\$ 4,453.50
Landscape Boulders (2'-4')	32	EA	\$ 400.00	\$ 12,800.00
Irrigation (<i>Spray for turf areas</i>)	42,515	SF	\$ 0.90	\$ 38,263.50
Irrigation (<i>Spray for native areas</i>)	123,391	SF	\$ 0.50	\$ 61,695.50
Irrigation (<i>Drip emitters for shrub beds</i>)	14,263	SF	\$ 0.35	\$ 4,992.05
			Sub-Total	\$ 351,058.20

Filing 1-Open Space Landscaping - Tract O

<u>Improvement</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>
Monument Walls	228	LF	\$ 500.00	\$ 114,000.00
Deciduous Trees (2.5" cal)	42	EA	\$ 660.00	\$ 27,720.00
* (4) Dec Trees have been accounted for in the Streetscape Cost Estimate				
Evergreen Trees (8' ht)	129	EA	\$ 700.00	\$ 90,300.00
Ornamental Trees (2" cal)	44	EA	\$ 500.00	\$ 22,000.00
Deciduous Shrubs & Large Ornamental Grasses (5 gal)	998	EA	\$ 27.00	\$ 26,946.00
Evergreen Shrubs (5 gal)	27	EA	\$ 39.00	\$ 1,053.00
Ornamental Grasses	311	EA	\$ 17.00	\$ 5,287.00
Perennials	306	EA	\$ 12.00	\$ 3,672.00
Temporarily Irrigated Native Seed (w/ prep)	199,898	SF	\$ 0.35	\$ 69,964.30
Buffalo Grass Sod (<i>prep, sod</i>)	29,304	SF	\$ 0.85	\$ 24,908.40
Enviro turf Sod (<i>prep, sod</i>)	38,581	SF	\$ 0.85	\$ 32,793.85
Planting Bed Prep	59,508	SF	\$ 0.35	\$ 20,827.80
2" Cobble Rock Mulch (3" deep)	185	TON	\$ 35.00	\$ 6,475.00
2"-4" Cobble River Rock (3" deep)	706	TON	\$ 35.00	\$ 24,710.00
Steel Edger	6,768	LF	\$ 1.50	\$ 10,152.00
Landscape Boulders (2'-4')	72	EA	\$ 400.00	\$ 28,800.00
Irrigation (<i>Spray for turf areas</i>)	67,885	SF	\$ 0.90	\$ 61,096.50
Irrigation (<i>Spray for native areas</i>)	199,898	SF	\$ 0.50	\$ 99,949.00
Irrigation (<i>Drip emitters for shrub beds</i>)	59,508	SF	\$ 0.35	\$ 20,827.80
			Sub-Total	\$ 691,482.65

Filing 1-Open Space Landscaping - Tract S

<u>Improvement</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>
Ornamental Trees (2" cal)	7	EA	\$ 500.00	\$ 3,500.00
Deciduous Shrubs & Large Ornamental Grasses (5 gal)	19	EA	\$ 27.00	\$ 513.00
Buffalo Grass Sod (<i>prep, sod</i>)	7,367	SF	\$ 0.85	\$ 6,261.95
Irrigation (<i>Spray for turf areas</i>)	7,367	SF	\$ 0.90	\$ 6,630.30
			Sub-Total	\$ 16,905.25

Filing 1-Open Space Landscaping - Tract T

<u>Improvement</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>
Ornamental Trees (2" cal)	6	EA	\$ 500.00	\$ 3,000.00
Deciduous Shrubs & Large Ornamental Grasses (5 gal)	27	EA	\$ 27.00	\$ 729.00
Buffalo Grass Sod (<i>prep, sod</i>)	6,865	SF	\$ 0.85	\$ 5,835.25
Irrigation (<i>Spray for turf areas</i>)	6,865	SF	\$ 0.90	\$ 6,178.50
			Sub-Total	\$ 15,742.75

Filing 1-Open Space Landscaping - Tract V				
Improvement	Quantity	Unit	Unit Cost	Total
Monument Walls	69	LF	\$ 500.00	\$ 34,500.00
Deciduous Trees (2.5" cal)	7	EA	\$ 660.00	\$ 4,620.00
Evergreen Trees (8' ht)	23	EA	\$ 700.00	\$ 16,100.00
Ornamental Trees (2" cal)	14	EA	\$ 500.00	\$ 7,000.00
Deciduous Shrubs & Large Ornamental Grasses (5 gal)	260	EA	\$ 27.00	\$ 7,020.00
Ornamental Grasses	115	EA	\$ 17.00	\$ 1,955.00
Perennials	113	EA	\$ 12.00	\$ 1,356.00
Temporarily Irrigated Native Seed (w/ prep)	10,713	SF	\$ 0.35	\$ 3,749.55
Buffalo Grass Sod (prep, sod)	20,871	SF	\$ 0.85	\$ 17,740.35
Enviro turf Sod (prep, sod)	1,881	SF	\$ 0.85	\$ 1,598.85
Planting Bed Prep	27,041	SF	\$ 0.35	\$ 9,464.35
Wood Mulch -Shredded Cedar (3" deep)	2	CY	\$ 45.00	\$ 90.00
2" Cobble Rock Mulch (3" deep)	112	TON	\$ 35.00	\$ 3,920.00
2"-4" Cobble River Rock (3" deep)	290	TON	\$ 35.00	\$ 10,150.00
Steel Edger	2,251	LF	\$ 1.50	\$ 3,376.50
Landscape Boulders (2'-4')	32	EA	\$ 400.00	\$ 12,800.00
Irrigation (Spray for turf areas)	22,752	SF	\$ 0.90	\$ 20,476.80
Irrigation (Spray for native areas)	10,713	SF	\$ 0.50	\$ 5,356.50
Irrigation (Drip emitters for shrub beds)	27,041	SF	\$ 0.35	\$ 9,464.35
			Sub-Total	\$ 170,738.25
Filing 1-Open Space Landscaping - Tract W				
Improvement	Quantity	Unit	Unit Cost	Total
Deciduous Trees (2.5" cal) (Doesn't include trees in dendritic areas)	26	EA	\$ 660.00	\$ 17,160.00
Evergreen Trees (8' ht)	46	EA	\$ 700.00	\$ 32,200.00
Ornamental Trees (2" cal)	6	EA	\$ 500.00	\$ 3,000.00
Deciduous Shrubs & Large Ornamental Grasses (5 gal)	334	EA	\$ 27.00	\$ 9,018.00
Evergreen Shrubs (5 gal)	48	EA	\$ 39.00	\$ 1,872.00
Perennials	31	EA	\$ 12.00	\$ 372.00
Temporarily Irrigated Native Seed (w/ prep)	77,882	SF	\$ 0.35	\$ 27,258.70
Buffalo Grass Sod (prep, sod)	13,967	SF	\$ 0.85	\$ 11,871.95
Enviro turf Sod (prep, sod)	16,945	SF	\$ 0.85	\$ 14,403.25
Planting Bed Prep	12,947	SF	\$ 0.35	\$ 4,531.45
2" Cobble Rock Mulch (3" deep)	67	TON	\$ 35.00	\$ 2,345.00
2"-4" Cobble River Rock (3" deep)	130	TON	\$ 35.00	\$ 4,550.00
Steel Edger	1,742	LF	\$ 1.50	\$ 2,613.00
Landscape Boulders (2'-4')	1	EA	\$ 400.00	\$ 400.00
Irrigation (Spray for turf areas)	30,912	SF	\$ 0.90	\$ 27,820.80
Irrigation (Spray for native areas)	77,882	SF	\$ 0.50	\$ 38,941.00
Irrigation (Drip emitters for shrub beds)	12,947	SF	\$ 0.35	\$ 4,531.45
Bench	1	EA	\$ 2,500.00	\$ 2,500.00
			Sub-Total	\$ 205,388.60
			Sub-Total	\$ 4,290,033.95
			15% Contingency	\$ 643,505.09
			Total	\$ 4,933,539.04
			110% SIA Total	\$ 5,426,892.95

NOTES:

1. All streetscape and median lighting is included in Engineer's cost estimate.
2. All concrete trails outside of parks are to be budgeted by engineer.
3. All Streetscape estimates are taken from the flowline to the edge of sidewalk, regardless if it is in the R.O.W. or not.
4. Native seed for erosion control areas to be secured in the civil engineers estimate.
5. Native seed in drainage areas to be installed by MHFD.

EXHIBIT G

Tanterra Filing 1-Landscape Cost Estimate - Streetscape

PCS Group

Opinion of Probable Cost

Date: 03.25.2022

Filing 1-Chamber Road Median Landscaping

<u>Improvement</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>
Deciduous Trees (2.5" cal)	38	EA	\$ 660.00	\$ 25,080.00
Ornamental Trees (2" cal)	48	EA	\$ 500.00	\$ 24,000.00
Evergreen Shrubs (5 gal)	140	EA	\$ 39.00	\$ 5,460.00
Deciduous Shrubs & Large Ornamental Grasses (5 gal)	1,086	EA	\$ 27.00	\$ 29,322.00
Ornamental Grasses (1 gal)	68	EA	\$ 17.00	\$ 1,156.00
Perennials (1 gal)	444	EA	\$ 12.00	\$ 5,328.00
EnviroTurf Sod (w/prep)	30,501	SF	\$ 0.85	\$ 25,925.85
Planting Bed Prep	48,134	SF	\$ 0.35	\$ 16,846.90
2" Diam. Rock mulch (3" depth) w/ installation	719	TON	\$ 35.00	\$ 25,165.00
Irrigation (Spray for sod areas)	30,501	SF	\$ 0.90	\$ 27,450.90
Irrigation (Drip emitters for shrub beds)	48,134	SF	\$ 0.35	\$ 16,846.90
Steel Edger	628	LF	\$ 1.50	\$ 942.00
Sub-Total				\$ 203,523.55

TOTAL	\$ 203,523.55
15% Contingency	\$ 30,528.53
Total	\$ 234,052.08
110% SIA Total	\$ 257,457.29

NOTES:

1. The control system and POC components for irrigation are included on a separate page by irrigation designer.
2. All streetscape and median lighting is included in Engineer's cost estimate.
3. All concrete trails outside of parks are to be budgeted by engineer.

EXHIBIT H

COMMUNITY PARK IMPROVEMENTS MAINTENANCE REQUIREMENTS

Property owner's park maintenance responsibilities:

General

- Graffiti removal for all surfaces
- Sign repairs
- Railing repairs
- Fencing repairs
- Backstop repairs
- Picnic Shelter (cleaning and repair)
- Trash enclosure/receptacle (cleaning, trash collection, trash removal and repair)
- Benches and picnic tables (cleaning and repair)
- Barbecue grill (cleaning, removal during fire bans and repair)
- Restroom (cleaning, repair and material restocking (toilet paper, soap)
- Dog bag dispenser and waste can (cleaning, repair and bag restocking)
- Drinking fountain (cleaning, repair, startup and winterization)

Trails, walks, and concrete flatwork

- Adjacent trail shoulder maintenance six feet beyond either side of the trail's edge, to include:
 - Shoulder mowing
 - Trimming (via string trimmer)
 - Washout/rutting/erosion mitigation
 - Weed mitigation and revegetation
- Snow removal, ice mitigation and sweeping
- Concrete flatwork crack mitigation and replacement
- Natural and soft-surface trail washout, rutting and erosion mitigation

Playground

- Wood chip renewal and raking smooth
- Concrete perimeter curb crack mitigation and replacement
- Poured-in-place rubber playground surfacing repair or replacement
- Equipment inspections, maintenance and repairs

Parking Lot

- Snow removal, ice mitigation and sweeping
- Restriping
- Asphalt seal-coat, crack fill, repairs
- Concrete curb and gutter crack mitigation and replacement

Landscape

- Turf mowing, fertilizing, watering, seeding and sodding
- Natural grass mowing

- Ballfield infield and warning track weed control and material additions
- Irrigation startup, repair and winterizing
- Irrigation system inspections
- Irrigation programming
- Plant material replacement, pruning and watering
- Mulch replacement
- Natural grass and shrub beds (weed control and mitigation)

Court Sports

- Sweeping
- Concrete flatwork crack mitigation and replacement
- Surfacing repair or replacement
- Net repair and replacement

Off-Leash Dog Area

- Dog waste collection and removal

Lighting/Electrical

- Parking Lot
- Pedestrian
- Shelter

Town of Parker's park maintenance responsibilities:

- Lining and dragging and base installation on ballfields for programmed games
- Lining and goals on multi-purpose fields for programmed games

EXHIBIT I

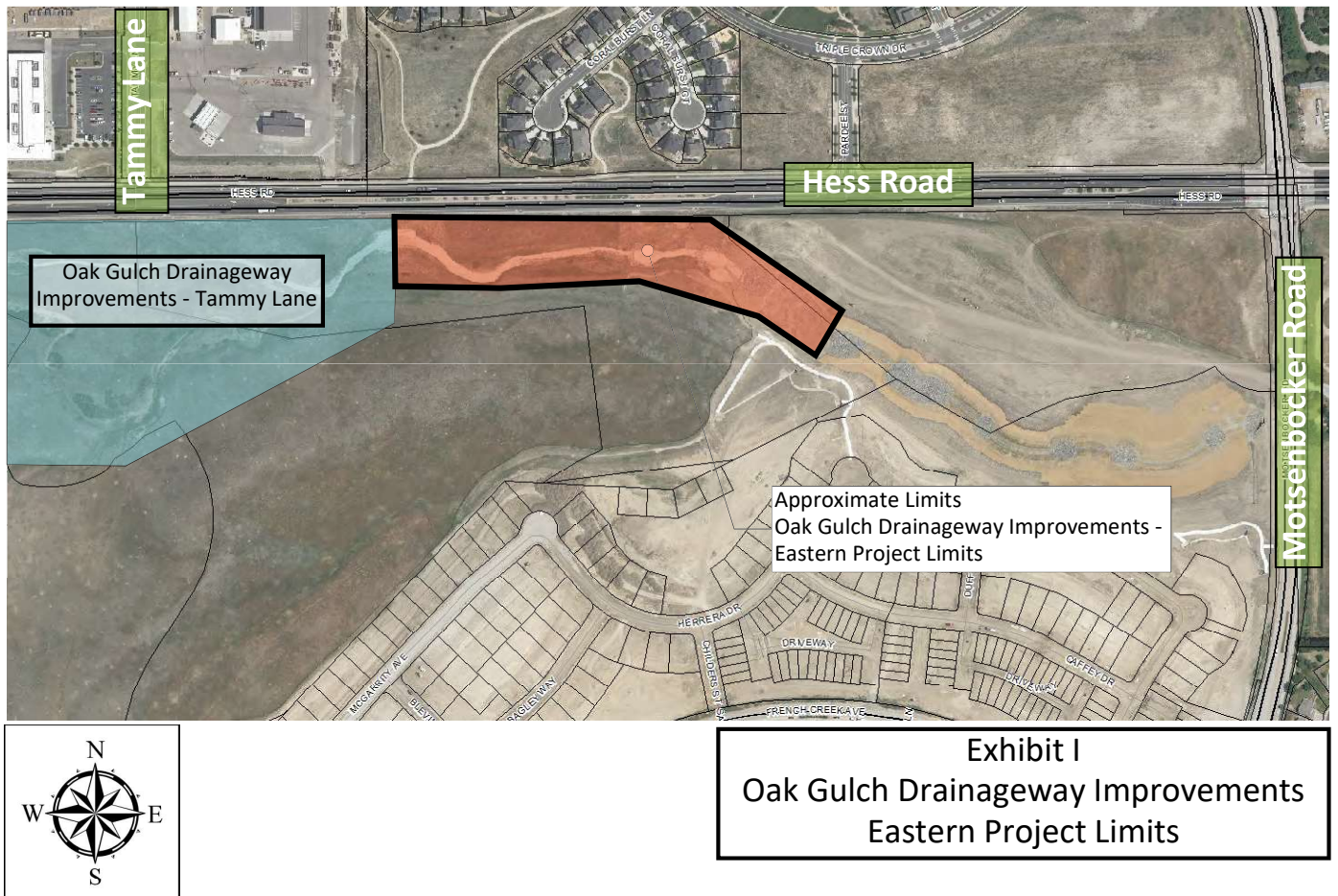


EXHIBIT J - Shared Stroh Obligation Payment

Total Approved Units in Anthology North 3305
Approved Shared Stroh Obligation Cost Estimate \$ 4,760,000.00

	Units	Shared Stroh Security
Filing No. 2	69	\$ 99,376.70
Filing No. 3	53	\$ 76,332.83
Filing No. 4	104	\$ 149,785.17
Filing No. 5	96	\$ 138,263.24
Filing No. 6	103	\$ 148,344.93
Filing No. 7	69	\$ 99,376.70
Total	494	\$ 711,479.58

EXHIBIT K

Tanterra-Community Park (Tract A & Tract B)-Landscape Cost Estimate

PCS Group

Opinion of Probable Cost

Date: 02.08.2023

Community Park (Tract A)				
Improvement	Quantity	Unit	Unit Cost	Total
Plant Material & Ground Cover				
Deciduous Trees (2.5" cal) <i>(Trees in Drainages part of separate estimate)</i>	149	EA	\$ 660.00	\$ 98,340.00
Evergreen Trees (8' ht) <i>(Trees in Drainages part of separate estimate)</i>	208	EA	\$ 700.00	\$ 145,600.00
Ornamental Trees (2" cal) <i>(Trees in Drainages part of separate estimate)</i>	73	EA	\$ 500.00	\$ 36,500.00
Deciduous Shrubs & Large Ornamental Grasses (5 gal)	1283	EA	\$ 27.00	\$ 34,641.00
Evergreen Shrubs (5 gal)	364	EA	\$ 39.00	\$ 14,196.00
Ornamental Grasses (1 gal)	652	EA	\$ 17.00	\$ 11,084.00
Perennials (1 gal)	657	EA	\$ 12.00	\$ 7,884.00
Native Seed <i>-(w/prep)</i>	412,245	SF	\$ 0.35	\$ 144,285.75
Sod-Enviro turf or equal (w/prep)	174,598	SF	\$ 0.85	\$ 148,408.35
2"-4" Rock mulch <i>(3" depth)</i>	594	TON	\$ 35.00	\$ 20,790.00
2"-12" Cobble Rock (drainage swale)	1,851	SF	\$ 3.75	\$ 6,941.25
Playground Play surfacing/w/ half spheres (PIP Rubber)	6,275	SF	\$ 19.00	\$ 119,225.00
Crusher Fines Pad	1,396	SF	\$ 6.00	\$ 8,378.04
Steel Edger	5,371	LF	\$ 1.50	\$ 8,056.50
Landscape Boulders <i>(General Size-2'Hx3'Lx4"W)</i>	200	EA	\$ 465.00	\$ 93,000.00
Irrigation				
Irrigation <i>(Spray for turf areas)</i>	174,598	SF	\$ 0.90	\$ 157,138.20
Irrigation <i>(Temp. native seed)</i>	613,588	SF	\$ 0.50	\$ 306,794.00
Irrigation <i>(Drip emitters for shrub areas)</i>	45,148	LS	\$ 3.00	\$ 135,444.00
*Controller & Components	1	LS	\$ 7,000.00	\$ 7,000.00
*POC equipment <i>(backflow, mastervlve, flow sensor, gate valve, etc.)</i>	1	LS	\$ 6,000.00	\$ 6,000.00
Hardscape Material				
10' wide Concrete Community Trail	46,855	SF	\$ 7.25	\$ 339,698.75
8' wide Concrete Local Trail	14,272	SF	\$ 7.25	\$ 103,472.00
5' wide Concrete internal Trails	4,765	SF	\$ 7.25	\$ 34,546.25
6' wide Concrete Playground Loop Trail	3,330	SF	\$ 7.25	\$ 24,142.50
Colored Concrete for playground <i>(Width Varies)</i>	1,910	SF	\$ 10.00	\$ 19,100.00
Single Track Bike/Jogging/Nature Trail	4,985	SF	\$ 2.00	\$ 9,970.00
7' wide concrete Trike Park	2,310	SF	\$ 10.00	\$ 23,100.00
Concrete Steps w/Handrails	1	LS	\$ 12,000.00	\$ 12,000.00
Stone Steps w/Handrails	1	LS	\$ 19,000.00	\$ 19,000.00
Stone Step Terraced Seating at Playground	1	LS	\$ 52,000.00	\$ 52,000.00
Asphalt Parking lot <i>(Internal)</i>	38,000	SF	\$ 7.50	\$ 285,000.00
Concrete Overlook	1	EA	\$ 12,000.00	\$ 12,000.00
Concrete Playground Edger	450	LF	\$ 15.00	\$ 6,750.00
Block Retaining wall <i>(estimated from civil engineer)</i>	1,238	FF	\$ 44.00	\$ 54,472.00
Electrical & Lighitng <i>(estimated from electrical engineer)</i>	1	LS	\$ 75,000.00	\$ 75,000.00
6" CONCRETE CURB & GUTTER WITH 2' PAN	1,503	LF	\$ 17.05	\$ 25,626.15
6" CONCRETE CURB & GUTTER WITH 1 'PAN	182	LF	\$ 16.50	\$ 3,003.00
Playground Drainage	2	LS	\$ 12,000.00	\$ 24,000.00
Site Furnishings				
Pickle Ball Courts-Post Tension <i>(Concrete, equipment, paint, fencing)</i>	2	EA	\$ 80,000.00	\$ 160,000.00
Bench w/back	8	EA	\$ 3,200.00	\$ 25,600.00
Bench , backless	4	EA	\$ 2,600.00	\$ 10,400.00
Stone Bench Areas	80	LF	\$ 241.00	\$ 19,280.00
Pet Waste Station	4	EA	\$ 700.00	\$ 2,800.00
Trash Receptacle	11	EA	\$ 2,120.00	\$ 23,320.00
Bike Rack <i>(2 bikes each)</i>	6	EA	\$ 750.00	\$ 4,500.00
Multi-Level Play Structure (Hawk Play Structure)	1	EA	\$ 500,000.00	\$ 500,000.00
Hawk Egg Climber	1	EA	\$ 21,000.00	\$ 21,000.00

Double Swing Combo	1	EA	\$ 15,000.00	\$ 15,000.00
Log nest scramble	1	EA	\$ 18,000.00	\$ 18,000.00
Carousel Spinner	1	EA	\$ 12,000.00	\$ 12,000.00
Embankment Slide	1	EA	\$ 14,000.00	\$ 14,000.00
Lily Pad Steppers	1	EA	\$ 2,000.00	\$ 2,000.00
Mountaineering Rope	1	EA	\$ 6,500.00	\$ 6,500.00
Tree Hangout-Hammock & Tent Play Structure	1	EA	\$ 38,000.00	\$ 38,000.00
Play Gas Pump for Trike Park	1	EA	\$ 2,800.00	\$ 2,800.00
Hammocks	2	EA	\$ 10,000.00	\$ 20,000.00
Small Pedestrian Bridges & abutments	1	EA	\$ 18,000.00	\$ 18,000.00
Public Restroom w/drinking fountain	1	EA	\$ 225,000.00	\$ 225,000.00
20'x20' Picnic Shelter	2	EA	\$ 200,000.00	\$ 400,000.00
30'x30' Picnic Shelter	1	EA	\$ 300,000.00	\$ 300,000.00
Picnic Tables	9	EA	\$ 5,000.00	\$ 45,000.00
Game Table	1	EA	\$ 5,000.00	\$ 5,000.00
Bike Repair Station	1	EA	\$ 2,700.00	\$ 2,700.00
Town of Parker Park Signage	1	EA	\$ 15,000.00	\$ 15,000.00
Mile markers	3	EA	\$ 800.00	\$ 2,400.00
Trail ID/Park Signage	1	EA	\$ 5,000.00	\$ 5,000.00
Drainage step crossings (Sandstone boulders)	50	EA	\$ 460.00	\$ 23,000.00
BBQ Grills	4	EA	\$ 600.00	\$ 2,400.00

Tract B				
Improvement	Quantity	Unit	Unit Cost	Total
Plant Material & Ground Cover				
Deciduous Trees (2.5" cal)	19	EA	\$ 660.00	\$ 12,540.00
Evergreen Trees (8' ht)	48	EA	\$ 700.00	\$ 33,600.00
Ornamental Trees (2" cal)	8	EA	\$ 500.00	\$ 4,000.00
Deciduous Shrubs & Large Ornamental Grasses (5 gal)	145	EA	\$ 27.00	\$ 3,915.00
Ornamental Grasses (1 gal)	40	EA	\$ 17.00	\$ 680.00
Native Seed -(w/prep)	84,829	SF	\$ 0.35	\$ 29,690.15
Sod-Enviro turf or equal (w/prep)	694	SF	\$ 0.85	\$ 589.90
2"-4" Rock mulch (3" depth)	67	TON	\$ 35.00	\$ 2,345.00
Steel Edger	762	LF	\$ 1.50	\$ 1,143.00

Irrigation				
*Irrigation (Spray for turf areas)	694	SF	\$ 0.90	\$ 624.60
*Irrigation (Temp. native seed)	84,829	SF	\$ 0.50	\$ 42,414.50
*Irrigation (Drip emitters for shrub areas)	5,104	LS	\$ 0.35	\$ 1,786.40

Hardscape Material				
10' wide Concrete Community Trail	5,190	SF	\$ 7.25	\$ 37,627.50
Concrete Overlook	1	LS	\$ 12,000.00	\$ 12,000.00
Bench , backless	1	EA	\$ 2,600.00	\$ 2,600.00
Pet Waste Station	1	EA	\$ 700.00	\$ 700.00
Town of Parker Park Signage	1	EA	\$ 15,000.00	\$ 15,000.00
Trash Receptacle	1	EA	\$ 5.50	\$ 5.50
Pedestrian Bridge Crossing (Includes abutments, wingwalls, & railings)	1	LS	\$ 130,000.00	\$ 130,000.00

Sub-Total	\$ 4,902,548.29
15% Contingency	\$ 735,382.24
Total	\$ 5,637,930.53
110% SIA Total	\$ 6,201,723.59

Notes:

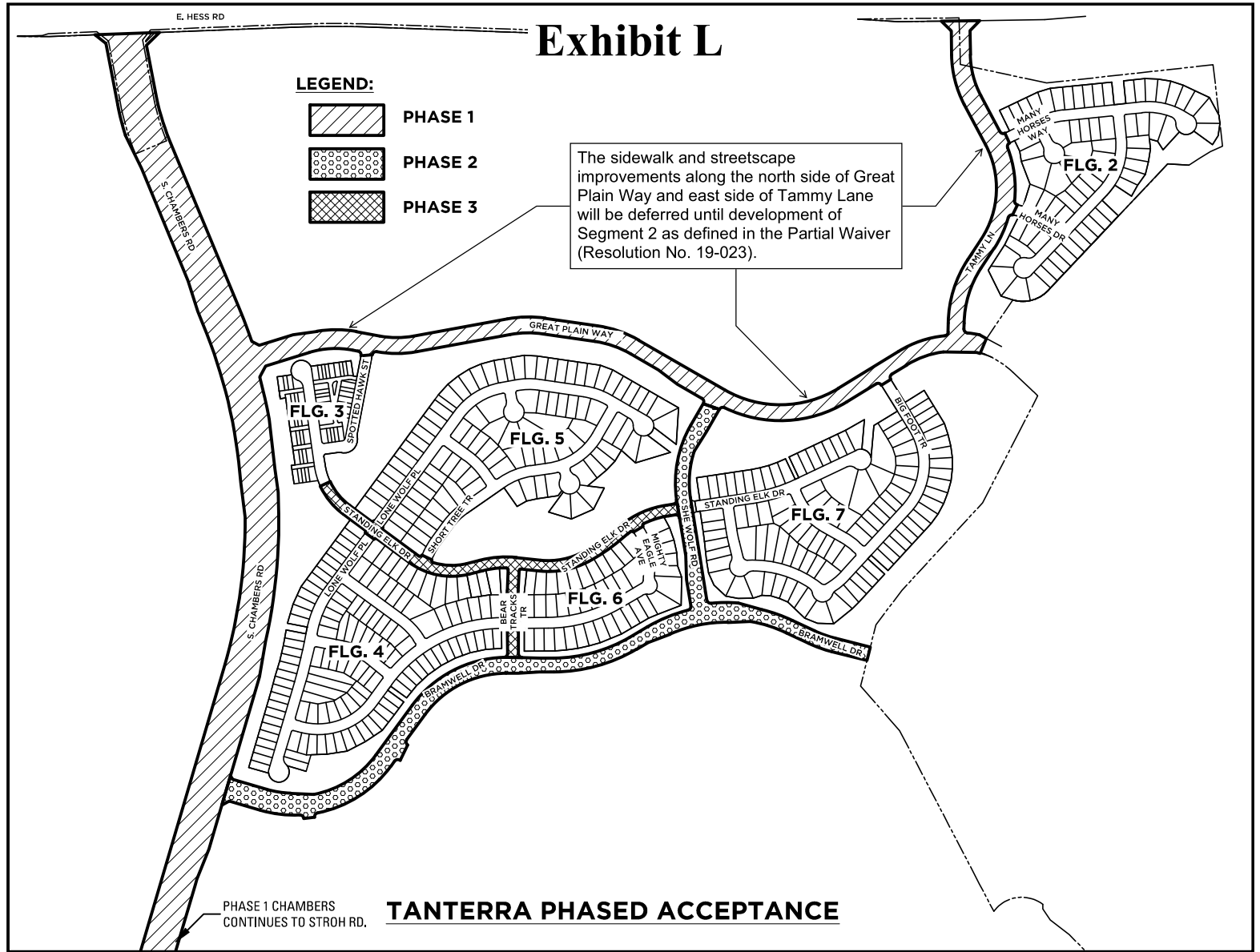
1. Native seed specific to drainages and detention ponds to be specified in drainage engineers cost estimate.
2. Water and sewer lines to the Restroom are in the Filing 1 Estimate from the civil engineer.

Exhibit L

LEGEND:

-  PHASE 1
-  PHASE 2
-  PHASE 3

The sidewalk and streetscape improvements along the north side of Great Plain Way and east side of Tammy Lane will be deferred until development of Segment 2 as defined in the Partial Waiver (Resolution No. 19-023).





Request for Town Council Action

Date: July 21, 2025

Submitted By: Kelsey Hall, Assistant Town Attorney

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 5.37.2 - First Reading**
A Bill for an Ordinance to Repeal Chapter 4.05 of the Parker Municipal Code Concerning Unclaimed Property
Department: Town Attorney, Kelsey Hall
Second Reading: August 4, 2025

EXECUTIVE SUMMARY

This item repeals Chapter 4.05 of the Parker Municipal Code due to changes in state law.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

On April 29, 2025, the Colorado Legislature passed HB25-1224, which was signed into law by the Governor on June 4, 2025 (the "Act"). The Act repeals a portion of the statute which exempted local governments from the application of the Uniform Unclaimed Property Act, so long as the local government had a local ordinance or resolution relating to the disposition of property that conflicted with the Act and otherwise met the statutory requirements for exemption. Since the exemption no longer exists, the Chapter 4.05 of the Code is no longer effective as a matter of law, and the Town will comply with the state statute going forward with respect to unclaimed property. This means that any property that the Town possesses, which is owned by a third party but is unclaimed, must be turned over to the state. Owners of the unclaimed property must apply to the state, rather than the Town, to receive their unclaimed property.

FINANCIAL IMPACT

The Town will no longer retain unclaimed property that meets the conditions for retention in the form of revenue to the Town. Unclaimed property revenue has historically been realized in the General Fund, Recreation Fund and Cultural Fund. The amount of revenue each year varies. In recent years, it's been \$30,000-40,000 across the three funds.

STRATEGIC GOAL(S)



ATTACHMENTS

1. Ordinance No. 5.37.2

RECOMMENDED MOTION

I move to approve Ordinance No. 5.37.2 on first reading and to schedule second reading for August 4, 2025, as part of the consent agenda.

ORDINANCE NO. 5.37.2, Series of 2025

TITLE: A BILL FOR AN ORDINANCE TO REPEAL CHAPTER 4.05 OF THE PARKER MUNICIPAL CODE CONCERNING UNCLAIMED PROPERTY

WHEREAS, on May 26, 1992, the Town Council of the Town of Parker passed Ordinance No. 5.37 establishing Chapter 4.05 of the Parker Municipal Code concerning unclaimed property, which ordinance was amended on June 15, 2002, by Ordinance No. 5.37.1;

WHEREAS, on April 29, 2025, the Colorado Legislature passed HB25-1224 titled Revised Uniform Unclaimed Property Act Modifications (“HB25-1224”);

WHEREAS, on June 4, 2025, the Governor signed HB25-1224 into law;

WHEREAS, HB25-1224 repeals C.R.S. §38-13-1504, which exempted local governments from the application of the Uniform Unclaimed Property Act, codified at Article 38 of Title 13 of the Colorado Revised Statutes (the “Act”), so long as the local government had a local ordinance or resolution relating to the disposition of property that conflicted with the Act and otherwise met the statutory requirements for exemption.

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

Section 1. Repeal. Chapter 4.05 of the Parker Municipal Code is hereby repealed.

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



Request for Town Council Action

Date: July 21, 2025

Submitted By: Chris Hudson, Deputy Director of Engineering

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 9.388 - First Reading**
A Bill for an Ordinance to Approve the Intergovernmental Agreement
By and Between the Town of Parker and the Board of County
Commissioners of Douglas County Regarding Responsibilities for and
Maintenance of School Zone Speed Limit Sign Beacons on
Jurisdictional Boundaries
Department: Engineering and Public Works, Chris Hudson
Second August 4, 2025
Reading:

EXECUTIVE SUMMARY

The purpose of this ordinance is to approve the Intergovernmental Agreement (IGA) with Douglas County for ownership and maintenance of school zone speed limit sign beacons in the northeast quadrant of Parker. This IGA is needed to formalize negotiations.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

In 2009, the Town of Parker annexed the Douglas County School District sites at Sierra Middle School and Pine Lane Elementary School. With these annexed school sites being on the edge of the Town's incorporated jurisdictional boundary, some of the associated school zone speed limit sign beacons on approaching roadways remained outside our incorporated boundary. The locations are on Dixon Drive, Pine Lane and Ponderosa Drive. For the operation of the school zone speed limit sign beacons, it is important that a single entity operates them for consistency. Following discussion in 2009, a verbal agreement between Douglas County and Parker staff resulted in the Town being responsible for all the beacons associated with the school sites. As Douglas County utilizes differing beacon controller equipment, the Town installed our beacon controller system in order to communicate with the locations via our central system.

In 2025, Douglas County staff were formalizing the design of the Pine Drive/Pine Lane improvements, which requires a current school zone speed limit sign beacon associated with Sierra Middle School to be relocated. Due to staff turnover at Douglas County, the current County staff were not aware that the Town was maintaining the school zone speed limit sign beacon on Pine Drive. Due to the field review, Douglas County staff reached out to Town staff, which resulted in a desire to formalize the former verbal agreement.

The proposed IGA transfers the six (6) school beacons to the Town that were originally installed by Douglas County and requires the Town to be responsible to own, operate and maintain the beacons. For the three (3) locations located outside the Town's incorporated boundary, the IGA provides a license to the County property on which the beacons are located for the sole purpose of access, maintenance, relocation and replacement. Per the IGA, a Douglas County permit is not required for routine maintenance, but a permit will be required for the relocation, addition or removal of beacons located on Douglas County's property,

FINANCIAL IMPACT

Nothing additional. The Town is currently maintaining these school zone speed limit sign beacons and this IGA formalizes that maintenance.

STRATEGIC GOAL(S)

INNOVATE WITH
COLLABORATIVE
GOVERNANCE



PROMOTE A SAFE AND
HEALTHY COMMUNITY

ATTACHMENTS

1. Ordinance No. 9.388

RECOMMENDED MOTION

I move to approve Ordinance No. 9.388 on first reading and to schedule second reading for August 4, 2025, as part of the consent agenda.

ORDINANCE NO. 9.388, Series of 2025

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE TOWN OF PARKER AND THE BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY REGARDING RESPONSIBILITIES FOR AND MAINTENANCE OF SCHOOL ZONE SPEED LIMIT SIGN BEACONS ON JURISDICTIONAL BOUNDARIES

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

Section 1. The Town Council of the Town of Parker hereby approves the Intergovernmental Agreement by and between the Town of Parker and the Board of County Commissioners of Douglas County concerning maintenance of school zone speed limit sign beacons on jurisdictional boundaries, 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. The Town Council hereby accepts the transfer of ownership of all Beacons located on County-owned right-of-way to the Town to permit the Town to perform maintenance of Beacons located on County-owned property

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 BETWEEN THE TOWN OF PARKER AND THE BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY REGARDING RESPONSIBILITIES FOR AND MAINTENANCE OF SCHOOL ZONE SPEED LIMIT SIGN BEACONS ON JURISDICTIONAL BOUNDARIES

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

WITNESSETH:

WHEREAS, the property on which Pine Lane Elementary/Intermediate School and Sierra Middle School are located (“the Property”) was annexed into the corporate boundaries of the Town in 2009, and is located on the edge of Town's incorporated boundary in its northeast quadrant; and

WHEREAS, in order to increase the safety of students at the schools, several school zone speed limit sign beacons, as more particularly depicted in **Exhibit A**, attached hereto and incorporated herein (the “Beacons”) have been installed within the right-of-way located around the Property;

WHEREAS, certain Beacons are located on Town-owned right-of-way while other Beacons are located on County-owned right-of-way, as depicted on **Exhibit B**, attached hereto and incorporated herein; and

WHEREAS, in 2009, Town controllers were installed in all the Beacons, which enables the Town to control the operation of the Beacons; and

WHEREAS, the parties desire to transfer ownership of all Beacons to the Town to enable the Town to maintain the Beacons, and to permit the Town to perform such maintenance on County-owned property; and

WHEREAS, the parties desire to further set forth the terms pursuant to which the Town may relocate, remove, or add Beacons subsequent to the execution of this Agreement.

AGREEMENT:

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which is mutually acknowledged, the Parties hereto agree as follows:

1. County Responsibilities.

- a. Transfer of the Property. By executing this Agreement, the County conveys all the Beacons depicted on **Exhibit B** to the Town, at no cost to the Town.

- b. Access. Subject to the terms and conditions set forth in this Agreement, the County hereby grants to the Town a license to the County-owned property on which the Beacons are located, as more particularly depicted on **Exhibit B**, for the sole purpose of access, maintenance, and replacement of the Beacons. If the Town should relocate any of the Beacons or add additional Beacons on County-owned property, as agreed to by the parties, the license granted by the County shall extend to the new locations of the Beacons.
- c. Permitting. The County shall not require a permit for any Routine Maintenance (as defined below) of the Beacons. The County shall not unreasonably withhold any permit required for maintenance of the Beacons that is not Routine Maintenance, or for the relocation, addition, or removal of Beacons located on County-owned property.

2. **Town Responsibilities.**

- a. Acceptance of the Beacons. The Town, by executing this Agreement, accepts ownership of the Beacons
- b. Maintenance. The Town shall be responsible to own, operate, and maintain the Beacons, which includes, but is not limited to, the following activities: Quarterly physical inspection; Replace clock, LEDs or other electronics as needed; Repair or replace poles if damaged; Replace solar components if damaged; Repair or replace sign panels if damaged or defaced; Programming of school calendars/holidays annually; On-demand programming for snow days or delayed start, and other such maintenance as is necessary to maintain the Beacons in good repair (“Routine Maintenance”).
- c. Relocation, Removal, and Addition of Beacons. The Town shall relocate, remove, or install additional Beacons as necessary, in the Town’s sole and absolute discretion. The Town shall coordinate with the County prior to relocating, removing, or installing new Beacons on any County-owned property, including requesting permits as necessary.

- 3. **Term.** This Agreement shall commence upon the Effective Date and continue in perpetuity.
- 4. **Remedies.** The Parties hereto acknowledge and agree that each Party may exercise all rights and remedies in law or in equity, by a decree in specific performance, or such other legal or equitable relief as may be available.
- 5. **Notice.** Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by: (i) electronic mail when transmitted, if transmitted on a business day and during normal business hours of the recipient, and otherwise on the next business day following transmission; or (ii) certified mail or registered mail, postage and fees prepaid, addressed to the party to whom such notice is to be given, at the address set forth below, or at such other address as has been previously furnished in writing, to the other party, when deposited in the United States mail. For notices regarding Agreement default, contractual dispute, or termination of the Agreement, any notice sent by electronic mail shall be followed up with a hard copy of the

communication by the means described in subsection (ii), above, unless the recipient acknowledges receipt of the electronic communication within three (3) business days of transmission of the notice.

Town of Parker: Town of Parker
 Attn: Director of Engineering / Public Works
 20120 E. Mainstreet
 Parker, Colorado 80138
 Email: publicworks@parkerco.gov

With electronic copy sent to: contracts@parkerco.gov

Douglas County: Douglas County
 Attn: Director of Public Works
 100 Third Street
 Castle Rock, Colorado 80104

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

6. No Waiver of Governmental Immunity Act. The Parties hereto understand and agree that the Parties, their commissioners, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the County.
7. Additional Documents. The Parties agree to execute any additional documents or take any additional action that is necessary to carry out the intent of this Agreement.
8. Colorado Law. This Agreement shall be governed by the laws of the State of Colorado. Venue for any action hereunder shall be in the District Court, County of Douglas, State of Colorado, and the Parties waive any right to remove any action to any other court, whether state or federal.
9. Separate Entities. The Parties enter into this Agreement as separate, independent governmental entities and shall maintain such status throughout.
10. No Third-Party Beneficiaries. The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person under such Agreement. Any beneficiary of the terms and conditions of this Agreement are not intended beneficiaries but are incidental beneficiaries only.
11. Severability. It is understood and agreed by the Parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be

affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

12. Recitals. The Recitals to this Agreement are incorporated herein by this reference.
13. Entirety. This Agreement merges and supersedes all prior negotiations, representations, and agreements between the Parties hereof and constitutes the entire agreement between the Parties concerning the subject matter hereof.
14. Execution by Counterparts; Electronic Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties approve the use of electronic signatures for execution of this Agreement. All documents must be properly notarized, if applicable. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§24-71.3-101 to -121.

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

IN WITNESS WHEREOF, this Agreement is executed by the Parties hereto as of the date first written above.

TOWN OF PARKER, COLORADO

Joshua Rivero, Mayor

ATTEST:

Chris Vanderpool Town Clerk

APPROVED AS TO FORM:

Jamie Wynn, Town Attorney

**BOARD OF COUNTY COMMISSIONERS OF
DOUGLAS COUNTY**

_____, Chair

ATTEST:

APPROVED AS TO CONTENT:

Clerk to the Board

Douglas J. DeBord, County Manager

APPROVED AS TO FORM:

APPROVED AS TO FISCAL CONTENT:

Chris Pratt, Managing County Attorney

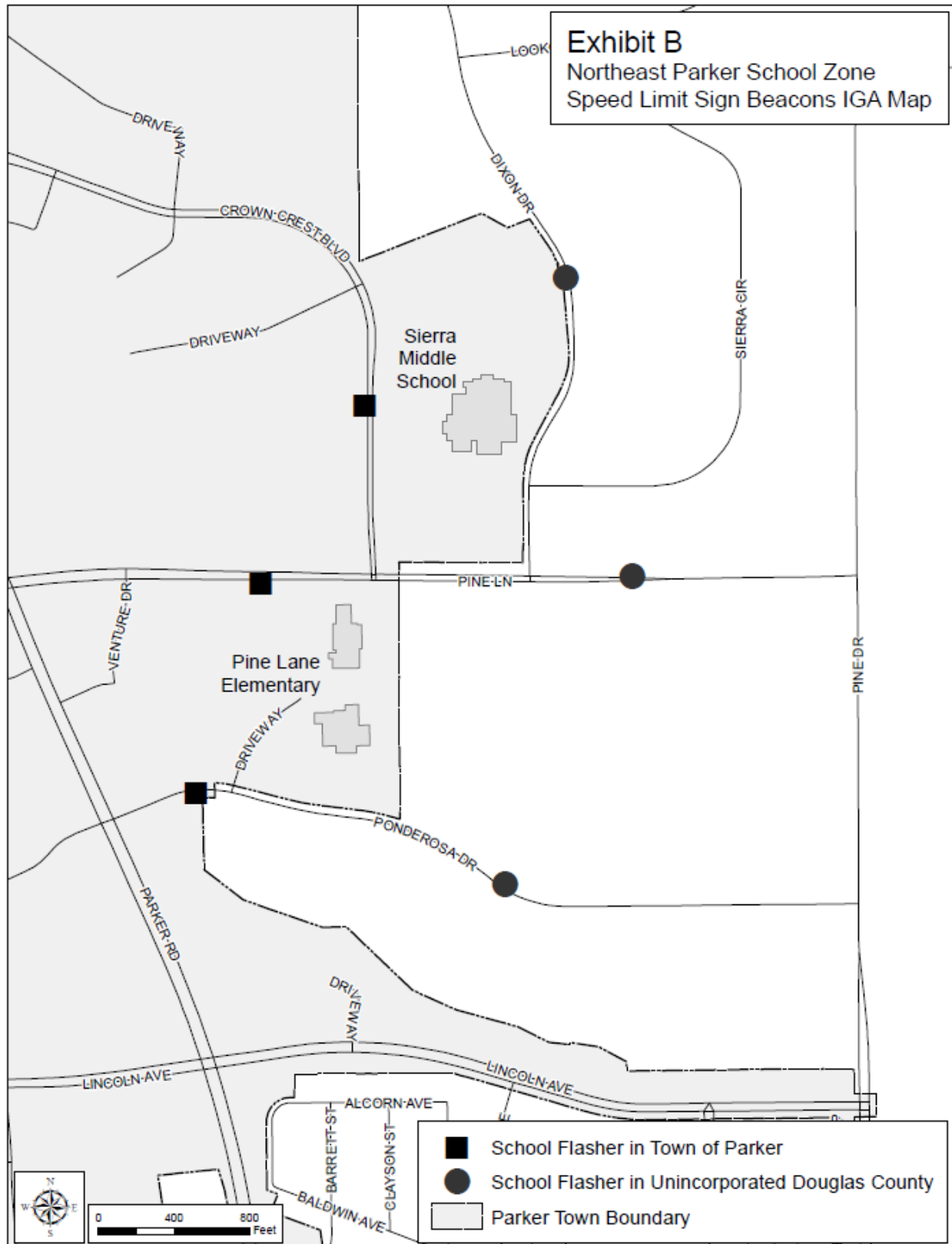
Andrew Copland, Director of Finance

EXHIBIT A



[Photograph of a school speed limit sign with flashing beacons.]

EXHIBIT B



[Map showing approximate locations of school flashing beacons.]



Request for Town Council Action

Date: July 21, 2025
Submitted By: Chris Hudson, Deputy Director of Engineering
Reviewed By: Michelle Kivela, Town Manager
Title: **HILLTOP ROAD PROJECT**
Department: Engineering and Public Works, Chris Hudson
Second Reading: August 4, 2025

EXECUTIVE SUMMARY

These two (2) ordinances are for the approval of the conveyance of real property necessary to construct the Hilltop Road and Parker Road intersection improvement project.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town is finalizing the design of the Hilltop and Parker Road Improvements Project, which will add a westbound to southbound left turn lane and a northbound to eastbound right turn lane, with roadway widening and drainage enhancements. The design requires acquisitions from three (3) properties on the north side of Hilltop Road between Parker Road and Pine Drive intersections. On November 18, 2024, the Town Council approved an intent to acquire ordinance (No. 1.635), allowing staff to negotiate with property owners for the necessary land. These acquisitions are critical for project completion, enabling roadway improvements, pedestrian access, and construction with minimal property impact.

To date, the Town has acquired the needed property from two (2) property owners. These ordinances are for the acquisition of 423 square feet of right-of-way and 147 square feet of permanent sidewalk easement needed from CORE Electric Cooperative to accommodate construction of the roadway and sidewalk improvements. This is the final acquisition required for this proposed capital improvement project.

FINANCIAL IMPACT

The purchase price for this acquisition is \$7,448. Funding has been appropriated for this acquisition in the Highway and Streets Capital Projects Fund (301-4310).

STRATEGIC GOAL(S)



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH



PROMOTE A SAFE AND
HEALTHY COMMUNITY

ATTACHMENTS

1. Ordinance No. 1.651
2. Ordinance No. 1.652

RECOMMENDED MOTION

I move to approve Ordinance No. 1.651 on first reading and schedule second reading for August 4, 2025, as part of the consent agenda.

I move to approve Ordinance No. 1.652 on first reading and schedule second reading for August 4, 2025, as part of the consent agenda.

ORDINANCE NO. 1.651, Series of 2025

TITLE: A BILL FOR AN ORDINANCE ACCEPTING THE CONVEYANCE OF REAL PROPERTY FROM CORE ELECTRIC COOPERATIVE FOR A PARCEL LOCATED ON LOT 9, PARKER HILLTOP SQUARE 1st AMENDMENT FOR THE HILLTOP ROAD PROJECT

WHEREAS, the Town Council of the Town of Parker desires to accept the conveyance of certain real property from CORE Electric Cooperative (“CORE”) and CORE desires to convey certain real property to the Town of Parker by Special Warranty Deed; and

WHEREAS, the Town Council of the Town of Parker desires to accept the conveyance of the property interests specified hereinbelow by Special Warranty Deed to the Town by this Ordinance.

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 Special Warranty Deed by CORE Electric Cooperative conveying certain property to Town of Parker for a Parcel Located on Lot 9, Parker Hilltop Square 1st Amendment, for Hilltop Road Project, which is attached hereto as **Exhibit 1** and incorporated herein by this reference.

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

SPECIAL WARRANTY DEED

CORE Electric Cooperative, a Cooperative Association, Grantors, whose street address is 5496 N US Hwy 85, Sedalia, Colorado 80135, County of Douglas, State of Colorado, for consideration of **SIX THOUSAND THREE HUNDRED FORTY-FIVE DOLLARS (\$6,345)**, the receipt and sufficiency of which are hereby acknowledged, hereby sells and conveys to the **TOWN OF PARKER**, a Colorado home rule municipality, whose street address is 20120 East Mainstreet, Parker, Colorado 80138, County of Douglas, State of Colorado, and its successors and assigns forever, the real property described in **Exhibit A**, attached hereto and made a part hereof, in the County of Douglas, State of Colorado, together with improvements, if any, and with all its appurtenances, if any, and WARRANTS THE TITLE against all persons claiming under Grantor, subject to those matters listed in **Exhibit B**, attached hereto and made a part hereof.

Signed this 19th day of June, 2025

GRANTORS:

CORE Electric Cooperative, a Cooperative Association

Pamela Feuerstein

By: Pamela Feuerstein

Its: Chief Executive Officer

STATE OF COLORADO

COUNTY OF Douglas

) ss.
)

The foregoing instrument was acknowledged before me this 19th day of June, 2025 by Pamela Feuerstein the Chief Executive Officer of **CORE Electric Cooperative, a Cooperative Association**.

My commission expires:

9/25/2026

Witness my hand and official seal.



Alycia Mendez
Notary Public

PARCEL DESIGNATION	223322420006	DATE:	October 01, 2024
OWNER:	CORE ELECTRIC COOPERATIVE		

EXHIBIT A

LEGAL DESCRIPTION

RW-02

A PARCEL LOCATED IN LOT 9, PARKER HILLTOP TOWN SQUARE 1ST AMENDMENT, RECORDED UNDER RECEPTION NO. 2008024417, IN THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, DOUGLAS COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF TANGENCY ON THE SOUTH LINE OF SAID LOT 9 (BEING MONUMENTED BY A 1.5" ALUMINUM CAP "EMK., LS 12405"), THENCE, ALONG SAID SOUTH LINE, N 77° 37' 53" W A DISTANCE OF 26.90 FEET TO THE **POINT OF BEGINNING**;

1. THENCE, CONTINUING ALONG THE SOUTH LINE, N 77° 37' 53" W A DISTANCE OF 17.98 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE;
2. THENCE, 39.76 FEET ALONG SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 46° 58' 29", HAVING A RADIUS OF 48.50 FEET, AND WHOSE LONG CHORD BEARS N 11° 12' 10" W A DISTANCE OF 38.66 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL LINE;
3. THENCE S 30° 58' 23" E A DISTANCE OF 48.72 FEET TO A POINT ON THE SOUTH LINE OF LOT 9, SAID POINT BEING THE **POINT OF BEGINNING**.

SAID PARCEL OF LAND CONTAINS 423 SQUARE FEET OR 0.010 ACRES, MORE OR LESS.

ACQUIRED FOR CONSTRUCTION AND MAINTENANCE OF ROADWAY IMPROVEMENTS.

BASIS OF BEARING: BEARINGS ARE BASED ON A PORTION OF THE SOUTH LINE OF PARKER HILLTOP TOWN SQUARE 1ST AMENDMENT BEING N 77° 37' 53" W. MONUMENTED AT THE EAST BY A 1.5" ALUMINUM CAP LS 12405 "EMK" AT THE PT OF THE CURVE ON THE SOUTH LINE OF SAID LOT 9 AND AT THE WEST BY A 1.25" RED PLASTIC CAP LS 22561 "AZTEC" AT THE PC OF A CURVE ALONG THE SOUTH LINE OF LOT 8.

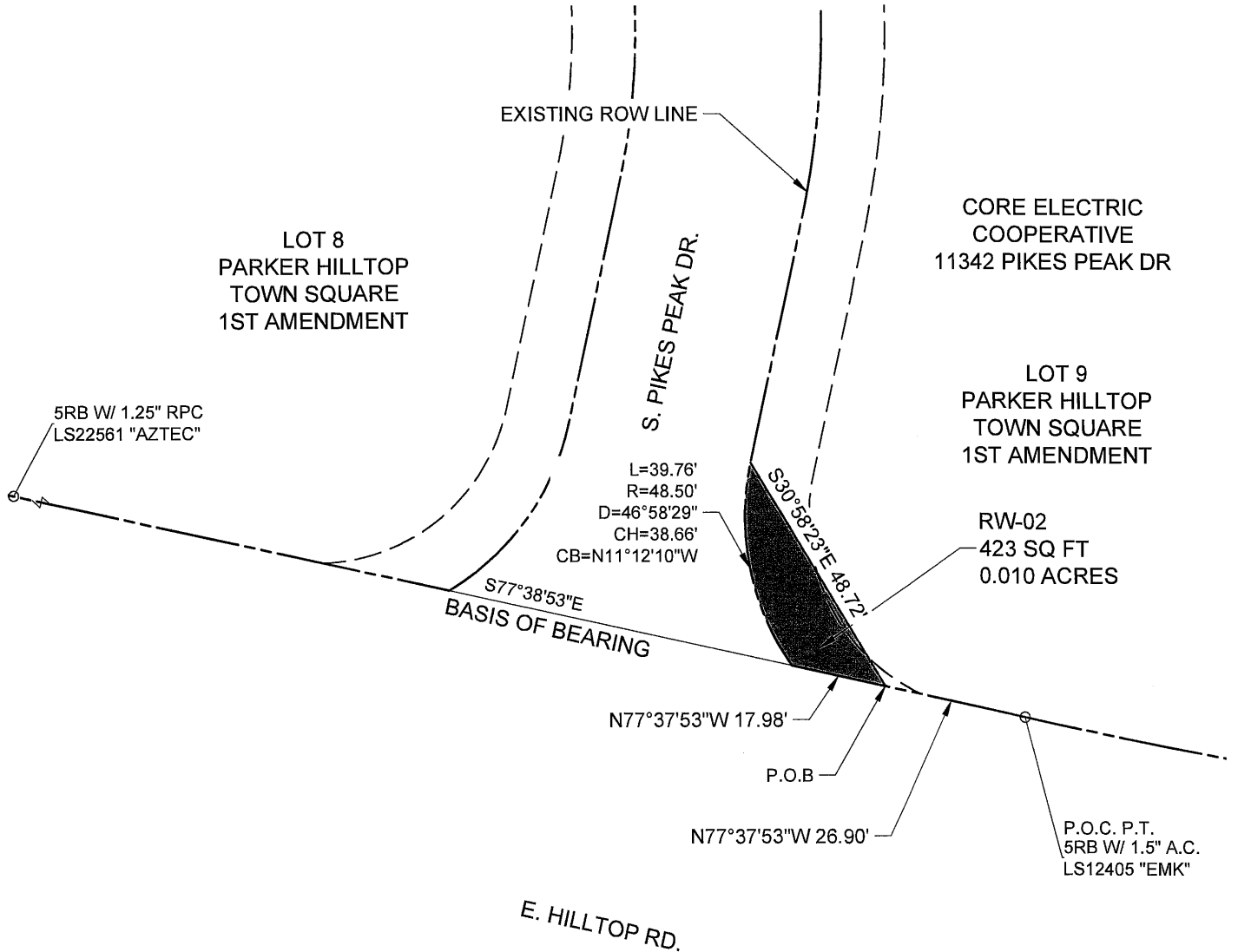
THIS DESCRIPTION WAS PREPARED BY:
MICHAEL LINDQUIST, P.L.S. 38666
ON BEHALF OF WILSON & CO.
990 S. BROADWAY, STE. 220
DENVER, CO 80209



EXHIBIT B

"RW-02"

A PARCEL LOCATED IN LOT 9, PARKER HILLTOP TOWN SQUARE 1ST AMENDMENT, IN THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, DOUGLAS COUNTY, COLORADO



NOTE:
THIS DRAWING IS MEANT TO DEPICT THE ATTACHED LEGAL DESCRIPTION AND IS FOR INFORMATIONAL PURPOSES ONLY. IT DOES NOT REPRESENT A MONUMENTED LAND SURVEY.



23-100-294

							SHT. NO: 2 OF 2	WILSON & COMPANY 990 South Broadway Suite 220 Denver, CO 80209 Phone: 303-297-2976 Fax: 303-297-2693
							SCALE: 1" = 30'	
						DWN. BY: CDW	DATE: 10-01-2024	
						CHK. BY:		
						PROJ. MGR: MJL	10-03-2024	
NO.	REVISION-DESCRIPTION	BY	DATE	CHK'D	APP'D	CLIENT APP:		EXHIBIT B RW-02 TOWN OF PARKER COUNTY OF DOUGLAS STATE OF COLORADO

ORDINANCE NO. 1.652, Series of 2025

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE PUBLIC SIDEWALK EASEMENT AGREEMENT BY AND BETWEEN CORE ELECTRIC COOPERATIVE AND THE TOWN OF PARKER FOR A PARCEL LOCATED ON LOT 9, PARKER HILLTOP SQUARE 1st AMENDMENT, FOR THE HILLTOP ROAD 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 Public Sidewalk Easement Agreement by and between CORE Electric Cooperative and the Town of Parker for a Parcel located on Lot 9, Parker Hilltop Square 1st Amendment, for the Hilltop Road 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

PUBLIC SIDEWALK EASEMENT AGREEMENT

THIS PUBLIC SIDEWALK EASEMENT AGREEMENT (the "Easement Agreement") is made this 19th day of June, 2025, between **CORE Electric Cooperative, a Cooperative Association**, whose legal address is 5496 N US Hwy 85, Sedalia, CO 80135 (hereinafter referred to as the "Grantor") and the Town of Parker, Colorado, a Colorado municipal corporation (hereinafter referred to as the "Town").

1. Grant of Easement. In consideration of **ONE THOUSAND ONE HUNDRED THREE DOLLARS (\$1,103)**, the receipt of which is hereby acknowledged, the Grantor hereby grants to the Town an easement for a public sidewalk, including the maintenance, repair, removal and replacement of such sidewalk and appurtenances thereto, in, under, through and across the property described in **Exhibit A**, which is attached hereto and incorporated by this reference, and hereinafter referred to as the "Sidewalk Easement."

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

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

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

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

6. Binding Effect. The terms and provisions of this Easement Agreement shall be binding upon and inure to the benefit of the respective heirs, personal representatives, beneficiaries, successors, grantees and assigns of the parties hereto, and the burdens or benefits of the provisions of this Easement Agreement shall be deemed covenants running with said easement.

7. Recordation. This Easement Agreement shall be recorded in the real estate records of the Douglas County Clerk and Recorder's Office.

Executed and delivered the day and year first above written.

**GRANTOR: CORE Electric Cooperative,
a Cooperative Association,**

By:

Pamela Feuerstein

Pamela Feuerstein, Chief Executive Officer

STATE OF COLORADO)
)ss.
COUNTY OF Douglas

The foregoing instrument was acknowledged before me this 19th day of June, 2025, by Pamela Feuerstein, as Chief Executive Officer of CORE Electric Cooperative, a Cooperative Association.

My commission expires: 9/25/2026



Alycia Mendez
Notary Public

TOWN OF PARKER, COLORADO

By:

Joshua Rivero, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Jamie Wynn, Town Attorney

PARCEL DESIGNATION	223322420006	DATE:	October 01, 2024
OWNER:	CORE ELECTRIC COOPERATIVE		

EXHIBIT A

LEGAL DESCRIPTION

PE-01

A PARCEL LOCATED IN LOT 9, PARKER HILLTOP TOWN SQUARE 1ST AMENDMENT, RECORDED UNDER RECEPTION NO. 2008024417, IN THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, DOUGLAS COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF TANGENCY ON THE SOUTH LINE OF SAID LOT 9 (BEING MONUMENTED BY A 1.5" ALUMINUM CAP "EMK, LS 12405");

1. THENCE, N 77° 37' 53" W A DISTANCE OF 20.31 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE;
2. THENCE, 11.88 FEET ALONG SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 18° 38' 54", HAVING A RADIUS OF 36.50 FEET, AND WHOSE LONG CHORD BEARS N 54° 53' 45" W FOR A DISTANCE OF 11.83 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL LINE;
3. THENCE, N 30° 58' 23" W A DISTANCE OF 7.92 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE;
4. THENCE, 24.18 FEET ALONG SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 40° 44' 23", HAVING A RADIUS OF 34.00 FEET, AND WHOSE LONG CHORD BEARS S 57° 11' 26" E FOR A DISTANCE OF 23.67 FEET;
5. THENCE, S 77° 33' 38" E A DISTANCE OF 58.97 FEET;
6. THENCE, S 12° 26' 22" W A DISTANCE OF 1.00 FEET TO A POINT ON THE SOUTH LINE OF LOT 9 AND THE BEGINNING OF A NON-TANGENTIAL CURVE;
7. THENCE, 44.51 FEET ALONG SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 02° 33' 01", HAVING A RADIUS OF 1000.00 FEET, AND WHOSE LONG CHORD BEARS N 78° 54' 23" W FOR A DISTANCE OF 44.51 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL OF LAND CONTAINS 147 SQUARE FEET OR 0.003 ACRES, MORE OR LESS.

ACQUIRED FOR CONSTRUCTION AND MAINTENANCE OF ROADWAY IMPROVEMENTS.

BASIS OF BEARING: BEARINGS ARE BASED ON A PORTION OF THE SOUTH LINE OF PARKER HILLTOP TOWN SQUARE 1ST AMENDMENT BEING N 77° 37' 53" W. MONUMENTED AT THE EAST BY A 1.5" ALUMINUM CAP LS 12405 "EMK" AT THE PT OF THE CURVE ON THE SOUTH LINE OF SAID LOT 9 AND AT THE WEST BY A 1.25" RED PLASTIC CAP LS 22561 "AZTEC" AT THE PC OF A CURVE ALONG THE SOUTH LINE OF LOT 8.

THIS DESCRIPTION WAS PREPARED BY:
MICHAEL LINDQUIST, P.L.S. 38666
ON BEHALF OF WILSON & CO.
990 S. BROADWAY, STE. 220
DENVER, CO 80209

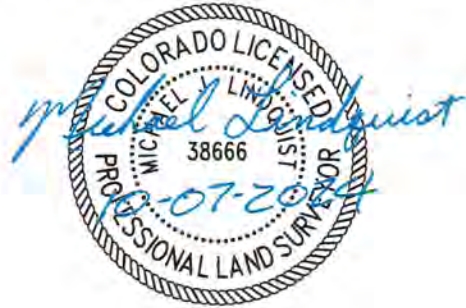
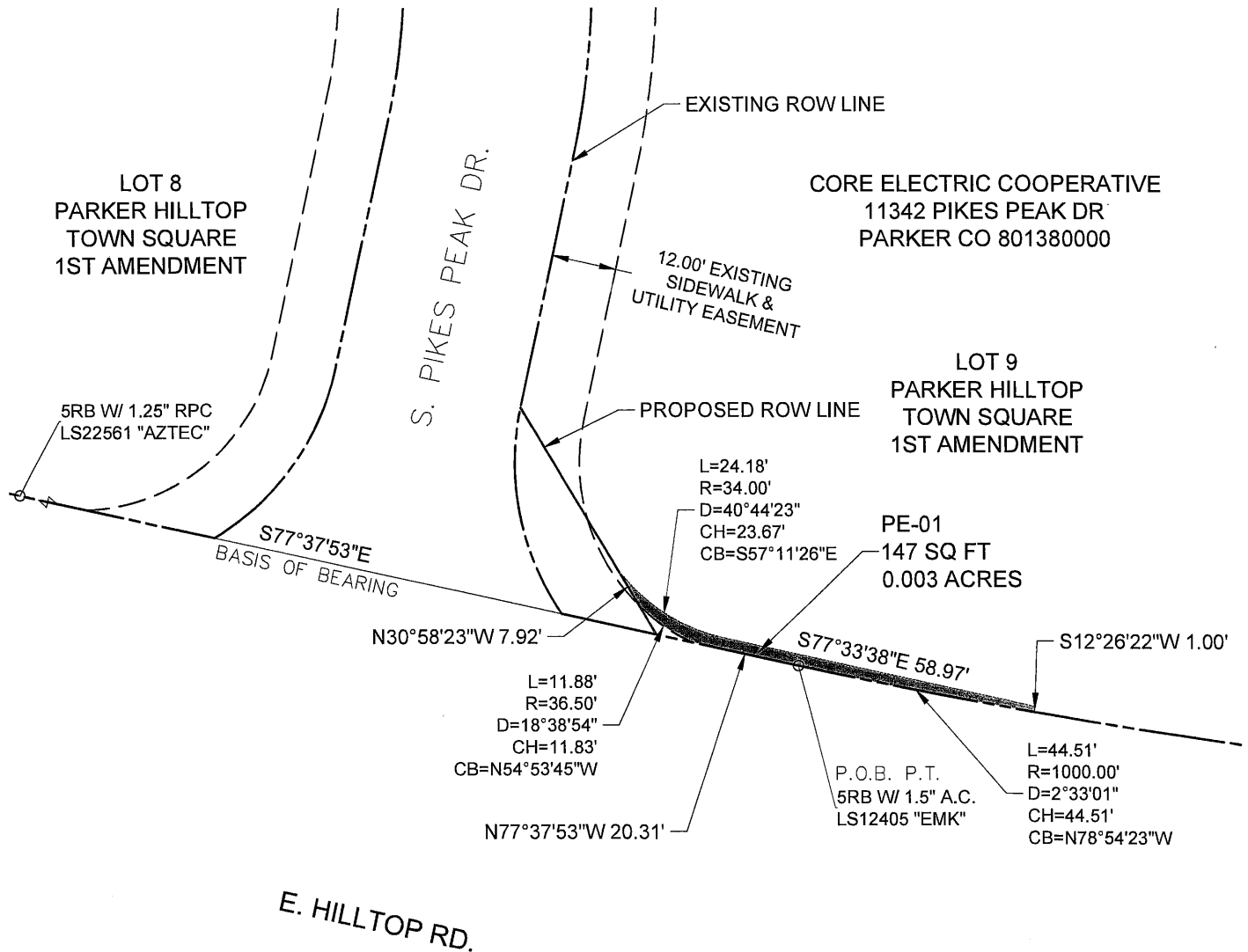


EXHIBIT B

"PE-01"

A PARCEL LOCATED IN LOT 9, PARKER HILLTOP TOWN SQUARE 1ST AMENDMENT, IN THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, DOUGLAS COUNTY, COLORADO



NOTE:
THIS DRAWING IS MEANT TO DEPICT THE ATTACHED LEGAL DESCRIPTION AND IS FOR INFORMATIONAL PURPOSES ONLY. IT DOES NOT REPRESENT A MONUMENTED LAND SURVEY.



23-100-294

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Request for Town Council Action

Date: July 21, 2025

Submitted By: Jamie Wynn, Town Attorney
Kelsey Hall, Assistant Town Attorney

Reviewed By: Michelle Kivela, Town Manager

Title: **BALLOT QUESTIONS FOR SPECIAL ELECTION**
Department: Town Attorney, Jamie Wynn
Second Reading: August 4, 2025

EXECUTIVE SUMMARY

Town Council has called a special election for November 4, 2025. With this special election, Town Council is considering potential for the voters of the Town to consider. These questions, if passed by the voters, would update the Town's Charter. These questions include potential updates to the following sections: 2.8 Nomination Petition; Signatures Required, 2.9 Vacancies, 3.4 Conflict of Interest, 6.2 Board of Adjustment and Appeals, and 15.6 Contracts with Other Governmental Entities. Town Council is also considering whether to submit a Charter addition for the voters to consider, which would add new Section 3.11 Multiple Offices.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town's Home Rule Charter was originally adopted in 1984, three years after the Town officially incorporated. At the time, the Town's population was approximately 285. Since then, the Town has grown to approximately 68,000 people, with the population set to increase even further as the Town approaches its build-out. As a result, the Town's functions have expanded, and it performs significantly more business than it did at its inception. Updating the Charter is therefore necessary from time to time to enable the Town to operate more efficiently and stay current with best practices for governance. Should potential Charter amendment questions be submitted for the voters to consider, each item will appear on the ballot as a question summarizing the change, with a full blackline of the Charter section available on the Town's website.

Section 3.11 Multiple Offices

The Town's Charter does not currently prohibit elected officials from serving in more than one office at a time. This means that, hypothetically, a Town Councilmember could serve in this position as well as another elected position, like a county commissioner. It is common to prohibit the holding of multiple offices at other levels of government, including at the federal and state level. If passed, this question would similarly prohibit Town Councilmembers and the Mayor from holding more than one elected or partisan office at a time.

Section 3.4 Conflict of Interest

Section 3.4 of the Charter prohibits Councilmembers from having conflicts of interest with the Town. This includes voting on any matters in which the Councilmember has a conflict. Conflicts most often arise when the individual has a personal or financial stake in the matter to be considered by Town Council.

When the Charter was originally drafted, the Town had a strong mayor form of government. This meant that the Mayor was considered to be a member of Town Council. Town of Parker voters later voted to change to a Council-Manager form of government, which changed the role of the Mayor to a separate position; however, this Charter Section was not updated to reflect that change. This question, if passed, would clarify that both the Mayor and Town Councilmembers are required to comply with Section 3.4 of the Charter.

Section 2.9 Vacancies

This question would make two changes to Section 2.9: 1) it would create a vacancy in the position of Councilmember or Mayor when that person is elected or appointed to another elected or partisan office; and 2) it would update the process by which Town Council fills a vacancy.

a) When a vacancy occurs

Section 2.9 of the Charter currently lists 8 circumstances when a seat is determined to become vacant. Similar to the question adding new Section 3.11 above, this question would cause a Councilmember's or the Mayor's position to immediately become vacant when that person assumes another elected or partisan office, if elected or appointed to such office while serving as the Mayor or a Councilmember. This language is intended to ensure that the Charter is consistent if Section 3.11 is approved by the voters. It will also independently ensure that the Mayor and Councilmembers are unable to hold multiple elected or partisan positions concurrently.

b) The process to fill a vacancy

This question would also update and clarify the process for filling a vacancy. Currently, when a vacancy occurs, Town Council must appoint someone to fill the seat or call a special election not less than 10 and no more than 30 days after the vacancy occurs. This can create significant timing issues, especially if a vacancy occurs as a result of a November election, as the holidays make it difficult to meet and go through a full process. This question would therefore increase the timeline to 1) enable the remaining Councilmembers and the Mayor (if applicable) to meet to discuss their desired course of action without having to rush into a decision; 2) provide more opportunity for applicants if an appointment process is to be chosen to submit their application and go through the process; and 3) provide sufficient time for all the necessary meetings to occur to fill the vacancy.

Section 6.2 Board of Adjustment and Appeals

The Town Charter created a Board of Adjustment and Appeals, which is intended to hear and determine appeals from the refusal of building permits, violation of zoning ordinances, and to make exceptions to zoning regulations. This Board has not received any appeals in the past 15 years. Additionally, the Planning Commission already has the power to consider variances from

the Town's zoning ordinance. If passed, this question would repeal this whole section. Town staff propose to then add the duties of the Board of Adjustment and Appeals to the Planning Commission's duties. The intent of this question is to create efficiencies by combining the duties of similar commissions. Moreover, this will eliminate the need to appoint commissioners to a commission that has little to no reason to convene.

Section 15.6 Contracts with Other Governmental Entities

Section 15.6 of the Charter requires Town Council to approve agreements with other governmental entities through ordinance. Ordinances are typically for enacting legislation (laws). Approval of agreements with other governmental entities is traditionally done by resolution in municipal government. Ordinances require two readings (at two separate Council meetings) to pass. This means that the approval of an agreement with another government can take up to a full month, whereas other agreements can be approved at just one meeting (i.e. contract approved by resolution). The Town enters into many contracts with other governmental entities each year, therefore, approving each one by ordinance has become cumbersome. If passed, this question would streamline operations by allowing all contracts with governmental entities to be approved at just one meeting. This can speed up projects and lead to greater efficiency.

Section 2.8 Nomination Petition; Signature Required

The Charter currently only requires that an individual desiring to run for Town Council or the Mayor receive 25 signatures on their nomination petition. When Town Charter Section 2.8 was decided by the voters on February 7, 1984, the Town had an approximate population of 285 and only 51 votes were cast in that election. Currently, the Town has an approximate population of 68,485 people and 45,705 active registered voters. As the Town has grown, its electors may want to increase the number of signatures to appear on a ballot for election for several reasons. These can include ballot manageability (limiting the number of candidates on the ballot, could make elections easier to administer and reduce voter confusion); candidate viability (could serve as a preliminary test of a candidate's ability to organize and demonstrate a base level of public support); and cost/efficiency (could lead to lower election costs and streamline logistics like printing ballots and managing debates).

FINANCIAL IMPACT

The budget for the Town to participate in the coordinated election is \$50,000. If the amount is more than \$50,000, a supplemental budget amount would need to be approved.

STRATEGIC GOAL(S)



**FOSTER COMMUNITY
CREATIVITY AND
ENGAGEMENT**



**INNOVATE WITH
COLLABORATIVE
GOVERNANCE**



**DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH**

ATTACHMENTS

1. Ordinance No. 1.653
2. Ordinance No. 1.654
3. Ordinance No. 1.655
4. Ordinance No. 1.656
5. Ordinance No. 1.657
6. Ordinance No. 1.658

RECOMMENDED MOTION

I move to approve Ordinance No. 1.653 on first reading and to schedule second reading for August 4, 2025, as part of the consent agenda.

I move to approve Ordinance No. 1.654 on first reading and to schedule second reading for August 4, 2025, as part of the consent agenda.

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I move to approve Ordinance No. 1.656 on first reading and to schedule second reading for August 4, 2025, as part of the consent agenda.

I move to approve Ordinance No. 1.657 on first reading and to schedule second reading for August 4, 2025, as part of the consent agenda.

I move to approve Ordinance No. 1.658 on first reading and to schedule second reading for August 4, 2025, as part of the consent agenda.

ORDINANCE NO. 1.653, Series of 2025

TITLE: A BILL FOR AN ORDINANCE SUBMITTING A BALLOT QUESTION TO THE REGISTERED ELECTORS OF THE TOWN OF PARKER AT THE NOVEMBER 4, 2025, SPECIAL ELECTION TO AMEND THE TOWN OF PARKER HOME RULE CHARTER SECTION 2.8 TITLED NOMINATION PETITION; REQUIRED SIGNATURES

WHEREAS, the Town of Parker shall hold a special election on November 4, 2025; and

WHEREAS, the Town Council desires to present to the electors of the Town of Parker a ballot question to amend the Home Rule Charter.

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

Section 1. The following ballot question shall be placed on the ballot of the November 4, 2025, special election of the Town of Parker for consideration by the registered electors:

Shall the Home Rule Charter of the Town of Parker be amended by amending and readopting Section 2.8 Nomination Petition; Required Signatures to increase the number of required signatures on the nomination petition for each candidate for Mayor or Town Council from twenty-five (25) to seventy-five (75) registered electors from the Town?

YES _____ NO _____

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

ORDINANCE NO. 1.654, Series of 2025

TITLE: A BILL FOR AN ORDINANCE SUBMITTING A BALLOT QUESTION TO THE REGISTERED ELECTORS OF THE TOWN OF PARKER AT THE NOVEMBER 4, 2025, SPECIAL ELECTION TO AMEND THE TOWN OF PARKER HOME RULE CHARTER SECTION 2.9 TITLED VACANCIES

WHEREAS, the Town of Parker shall hold a special election on November 4, 2025; and

WHEREAS, the Town Council desires to present to the electors of the Town of Parker a ballot question to amend the Home Rule Charter.

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

Section 1. The following ballot question shall be placed on the ballot of the November 4, 2025, special election of the Town of Parker for consideration by the registered electors:

Shall the Home Rule Charter of the Town of Parker be amended by amending and readopting Section 2.9 Vacancies include an additional circumstance for when a vacancy occurs in an elected office and to update the appointment process for a vacancy as follows?

(a) the position of Mayor or Town Councilmember becomes vacant upon the incumbent's election or appointment to another elected or partisan position, at the time that they assume such position.

(b) within thirty (30) days after a vacancy is determined to exist, Town Council shall vote to initiate an appointment process or to call a special election to fill the vacancy.

(c) the number of days to appoint an eligible person to fill the vacancy shall increase from thirty (30) days to forty-five (45) days after the vacancy is determined to exist.

(d) if no appointment is made within forty-five (45) days, Town Council shall vote to call a special election no more than seventy-five (75) days after determining that it would proceed with an appointment process.

(e) the number of days to hold a special election to fill the vacancy shall increase from ninety (90) days after the effective date of the vacancy to one hundred twenty (120) days from the date the special election is called.

YES _____ NO _____

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

ORDINANCE NO. 1.655, Series of 2025

TITLE: A BILL FOR AN ORDINANCE SUBMITTING A BALLOT QUESTION TO THE REGISTERED ELECTORS OF THE TOWN OF PARKER AT THE NOVEMBER 4, 2025, SPECIAL ELECTION TO AMEND THE TOWN OF PARKER HOME RULE CHARTER SECTION 3.4 TITLED CONFLICT OF INTEREST

WHEREAS, the Town of Parker shall hold a special election on November 4, 2025; and

WHEREAS, the Town Council desires to present to the electors of the Town of Parker a ballot question to amend the Home Rule Charter.

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

Section 1. The following ballot question shall be placed on the ballot of the November 4, 2025, special election of the Town of Parker for consideration by the registered electors:

Shall the Home Rule Charter of the Town of Parker be amended by amending and readopting Section 3.4 Conflict of Interest to specify that both the Mayor and Town Councilmembers shall comply with the Charter's conflict of interest provisions?

YES _____ NO _____

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

ORDINANCE NO. 1.656, Series of 2025

TITLE: A BILL FOR AN ORDINANCE SUBMITTING A BALLOT QUESTION TO THE REGISTERED ELECTORS OF THE TOWN OF PARKER AT THE NOVEMBER 4, 2025, SPECIAL ELECTION TO AMEND THE TOWN OF PARKER HOME RULE CHARTER SECTION 6.2 TITLED BOARD OF ADJUSTMENT AND APPEALS

WHEREAS, the Town of Parker shall hold a special election on November 4, 2025; and

WHEREAS, the Town Council desires to present to the electors of the Town of Parker a ballot question to amend the Home Rule Charter.

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

Section 1. The following ballot question shall be placed on the ballot of the November 4, 2025, special election of the Town of Parker for consideration by the registered electors:

Shall the Home Rule Charter of the Town of Parker be amended by repealing Section 6.2 Board of Adjustment and Appeals?

YES _____ NO _____

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

ORDINANCE NO. 1.657, Series of 2025

TITLE: A BILL FOR AN ORDINANCE SUBMITTING A BALLOT QUESTION TO THE REGISTERED ELECTORS OF THE TOWN OF PARKER AT THE NOVEMBER 4, 2025, SPECIAL ELECTION TO AMEND THE TOWN OF PARKER HOME RULE CHARTER SECTION 15.6 TITLED CONTRACTS WITH OTHER GOVERNMENTAL ENTITIES

WHEREAS, the Town of Parker shall hold a special election on November 4, 2025; and

WHEREAS, the Town Council desires to present to the electors of the Town of Parker a ballot question to amend the Home Rule Charter.

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

Section 1. The following ballot question shall be placed on the ballot of the November 4, 2025, special election of the Town of Parker for consideration by the registered electors:

Shall the Home Rule Charter of the Town of Parker be amended by repealing Section 15.6 Contracts with Other Governmental Entities?

YES _____ NO _____

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

ORDINANCE NO. 1.658, Series of 2025

TITLE: A BILL FOR AN ORDINANCE SUBMITTING A BALLOT QUESTION TO THE REGISTERED ELECTORS OF THE TOWN OF PARKER AT THE NOVEMBER 4, 2025, SPECIAL ELECTION TO AMEND THE TOWN OF PARKER HOME RULE CHARTER BY THE ADDITION OF A NEW SECTION 3.11 TITLED MULTIPLE OFFICES

WHEREAS, the Town of Parker shall hold a special election on November 4, 2025; and

WHEREAS, the Town Council desires to present to the electors of the Town of Parker a ballot question to amend the Home Rule Charter.

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

Section 1. The following ballot question shall be placed on the ballot of the November 4, 2025, special election of the Town of Parker for consideration by the registered electors:

Shall the Home Rule Charter of the Town of Parker be amended to add a new Section 3.11 titled Multiple Offices to prohibit the Mayor or any Town Councilmember from serving in any other elected or partisan office or position while they serve as the Mayor or Town Councilmember?

YES _____ NO _____

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



Request for Town Council Action

Date: July 21, 2025

Submitted By: Randy Sale, Assistant Director - Building
Jon Nelson, Deputy Chief Building Official
John Fussa, Community Development Director

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 1.659 - First Reading**
A Bill for an Ordinance to Approve the Memorandum of Understanding for Prequalified Building Departments for Public School Construction Pursuant to C.R.S. §§ 22-32-124 and 23-71-122 Between the Colorado Department of Public Safety, Division of Fire Prevention and Control and the Town of Parker

Department: Community Development, Randy Sale

Second Reading: August 4, 2025

EXECUTIVE SUMMARY

The Town of Parker has historically been a party to a Memorandum of Understanding (MOU) with the State of Colorado to provide construction plan review, permitting and field inspection services for local public schools. The Building Division of the Community Development Department wishes to enter into a new MOU for pre-qualified building departments for public school construction to continue to provide the aforementioned services for public schools.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

In the State of Colorado, the design, permitting and inspection of public school construction is under State jurisdiction. In August 2015, the Town of Parker and the State of Colorado entered into an MOU to perform construction plan review, permitting and field inspections for public schools located in the Town. The new MOU will enable the Town's Building Division to continue this service, which applies to new buildings, remodels, module structures, annual maintenance upgrades/repairs and exterior modifications to all public schools in the Town.

Under the MOU, the Town will continue to provide services for building, mechanical and energy permits. The State will continue to provide services for electrical and plumbing work.

The purpose of the proposed MOU is to enable the Town to provide public schools with the ability to process school construction projects through the Town's Building Division if they wish. The benefit of the MOU is that the Building Division has the expertise, local knowledge and staff capacity to process school construction proposals in an efficient, and timely manner; whereas, the State has limited capacity to do so because it must cover all of Colorado.

The MOU is consistent with and supports the partnership between the Douglas County School District and Parker, where the two (2) organizations have worked together to process their approvals/permits for construction, renovation, new development and site improvements through the Town.

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)

PROMOTE A SAFE AND
HEALTHY COMMUNITY



INNOVATE WITH
COLLABORATIVE
GOVERNANCE



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH

ATTACHMENTS

1. Ordinance No. 1.659

RECOMMENDED MOTION

I move to approve Ordinance No. 1.659 on first reading and to schedule second reading for August 4, 2025, as part of the consent agenda.

ORDINANCE NO. 1.659, Series of 2025

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE MEMORANDUM OF UNDERSTANDING FOR PREQUALIFIED BUILDING DEPARTMENTS FOR PUBLIC SCHOOL CONSTRUCTION PURSUANT TO C.R.S. §§ 22-32-124 AND 23-71-122 BETWEEN THE COLORADO DEPARTMENT OF PUBLIC SAFETY, DIVISION OF FIRE PREVENTION AND CONTROL AND THE TOWN OF PARKER

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

Section 1. The Town Council of the Town of Parker hereby approves the Memorandum of Understanding for Prequalified Building Departments for Public School Construction Pursuant to C.R.S. §§ 22-32-124 and 23-71-122 between the Colorado Department of Public Safety, Division of Fire Prevention and Control and the Town of Parker, which is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

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

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

Section 4. 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

MEMORANDUM OF UNDERSTANDING FOR PREQUALIFIED BUILDING DEPARTMENTS FOR PUBLIC SCHOOL CONSTRUCTION

Pursuant to C.R.S. §§ 22-32-124 and 23-71-122

DFPC Reference # Parker-2025

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into this ____ day of _____ 2025 between the Colorado Department of Public Safety, Division of Fire Prevention and Control (“Division”), 1697 Cole Blvd Unit 200 Lakewood, CO 80401 and the Town of Parker (“PBD”), collectively referred to as the (“Parties”).

1. RECITALS

1.1 Background

- A. Colorado Revised Statutes (“C.R.S.”) §§ 22-32-124 and 23-71-122 require that all buildings and structures be constructed in conformity with the building and fire codes adopted by the Director of the Division of Fire Prevention and Control in the Department of Public Safety (“Division”). To assure that a building or structure is constructed pursuant to the above, the Division shall conduct the necessary plan reviews and inspections, except at the request of the affected board of education, the state charter school institute, the charter school, or the affected junior college district, the Division may delegate this responsibility to the appropriate prequalified building department of a county, town, city or city and county or to the appropriate fire department, in the location of the building or structure.
- B. After the Division has reviewed the application and determined that the appropriate building department has plan reviewers and inspectors that have the necessary education, training, and experience; the Division may issue and execute a Memorandum Of Understanding (“MOU”) between the local jurisdiction and the Division to conduct the necessary plan reviews, issue building permits, conduct inspections, issue certificates of occupancy, issue temporary certificates of occupancy, and take enforcement action in relation to the building and fire codes adopted by the Division to ensure that a building or structure has been constructed in conformity with Public School Construction Regulations, 8 Code of Colorado Regulations Title (“C.C.R.”) 1507-30.

1.2 Purpose

The purpose of this MOU is:

- a) For the Division to prequalify the building department to conduct necessary plan reviews, issue building permits, conduct inspections, issue certificates of occupancy, and issue temporary certificates of occupancy to ensure that a building or structure constructed pursuant to C.R.S. §§ 22-32-124 (1) and (1.5), and 23-71-122 (1) (v) (I) through (VII) has

been constructed in conformity with the building and fire codes adopted by the director of the Division.

- b) For the prequalified building department (“PBD”) to perform code reviews on building and mechanical plans, issue building permits, perform building inspections and issue certificates of occupancy for school construction projects.
- c) To identify each Party’s responsibilities for ensuring the construction of safe schools within the State of Colorado through compliance with C.R.S. §§ 22-32-124 and 23-71-122, and promulgated rules and regulations;
- d) To formalize the cooperative working relationships between the Parties; and,
- e) To provide procedures for communications, exchange of information and resolution of problems, as necessary, to carry out this MOU and the provisions of promulgated rules and regulations.

2. DEFINITIONS

2.1 “Director” means the Director of the Division of Fire Prevention and Control within the Department of Public Safety, or the Director’s designee.

2.2 Authority Having Jurisdiction (“AHJ”) means a city, county, Colorado political subdivision, or city and county or any other local government entity having authority to regulate building construction within its jurisdictional territory.

2.3 Prequalified Building Department (“PBD”) means an AHJ or an agent thereof that has met the Division’s certification standards for prequalification as a building department to conduct the necessary plan reviews, issue building permits, conduct inspections, issue certificates of occupancy, and issue temporary certificates of occupancy, and has executed this MOU with the Division.

2.4 “Certificate of Occupancy” means an official document issued by the Division or the PBD for a Public School allowing use or occupancy of the building or structure by the school district or by the institute charter school or junior college district.

3. RESPONSIBILITIES

The responsibilities of the Parties are as follows:

3.1 Responsibilities of the Division:

The Division shall:

- a) Adopt nationally recognized codes and standards as promulgated by Rules in 8 CCR 1507-30.

- b) Ensure that the necessary plan reviews, inspections, quality control, and quality assurance checks are performed in compliance with the statutes, rules, and regulations of the Division.
- c) Prequalify the building department as having executed an MOU and has met the required certification standards in 8 CCR 1507-30.
- d) Issue and maintain a list of persons the Division has approved as authorized to conduct plan reviews, inspections, and issue certificates of occupancy for public school construction projects. This list of authorized PBD persons is included and incorporated herein by reference as Appendix A of this MOU.
- e) Ensure that copies of the PBD building plans are sent to the appropriate fire department and the Division for review of fire safety issues.
- f) Rescind this “prequalified” status and terminate the terms of the MOU if the PBD fails to comply with this MOU, C.R.S. § § 22-32-124 and 23-71-122, or the rules and regulations of the Division.
- g) Allow the PBD to take enforcement action against a board of education, state charter school institute, charter school or junior college district in relation to the nationally recognized codes and standards adopted in 8 CCR 1507-30.

3.2 Responsibilities of the PBD.

The PBD shall:

- a) Conduct the necessary plan reviews and inspections, issue building permits, perform all necessary inspections including final inspections, and issue certificates of occupancy to a building or structure that has been constructed in conformity with the nationally recognized codes and standards adopted in 8 CCR 1507-30. The affected board of education, state charter school institute, charter school or junior college district, at its own discretion may opt to use the PBD that has entered into this MOU with the Division.
- b) Take enforcement action against a board of education, state charter school institute, charter school or junior college district that has violated the nationally recognized codes and standards adopted in 8 CCR 1507-30.
- c) Verify that the construction project is inspected by a state electrical inspector, per § 12-23-116 C.R.S., notwithstanding the fact that any incorporated town or city, any county, or any city and county in which a public school is located or is to be located has its own electrical code and inspection authority, any electrical installation in any new construction or remodeling or repair of a public school.

- d) Verify that the construction project is inspected by a state plumbing inspector, per § 12-58-114.5 C.R.S., notwithstanding the fact that any incorporated town or city, any county, or any city and county in which a public school is located or is to be located has its own plumbing code and inspection authority, any plumbing or gas piping installation in any new construction or remodeling or repair of a public school.
- e) Only use persons within their building department that are listed as authorized by the Division to work on board of education, state charter school institute, charter school or junior college district construction projects. This authorized list of persons is attached as Appendix A.
- f) Cause copies of the building plans to be sent to the certified fire department and the Division for review of fire safety issues.
- g) Issue the necessary Certificate of Occupancy prior to use of the building or structure by the board of education, state charter school institute, charter school or junior college district, if the building or structure is in conformity with the building and fire codes and standards adopted in 8 CCR 1507-30, and if the affected fire department or the Division certifies that the building or structure is in compliance with the fire code adopted by the Division in 8 CCR 1507-30.
- h) Issue a Temporary Certificate of Occupancy to allow the board of education, state charter school institute, charter school or junior college district to occupy the buildings and structures, if all inspections are not completed and the building requires immediate occupancy, and if the board of education, state charter school institute, charter school or junior college district has passed the appropriate inspections that indicate there are no life safety issues.
- i) Verify that inspections are complete and all known violations are corrected before the board of education, state charter school institute, charter school or junior college district is issued a Certificate of Occupancy. Inspection records shall be retained by the PBD for two years after the Certificate of Occupancy is issued.
- j) Set reasonable fees and may collect these fees to offset actual, reasonable, and necessary costs of plan review and inspection of board of education, state charter school institute, charter school or junior college district construction projects. The board of education, state charter school institute, charter school or junior college district shall be notified of any adjustment of fees a minimum of thirty (30) days prior to the effective date of the change.
- k) In conjunction with the Division set a date for a hearing as soon as practicable before the board of appeals in accordance with section § 24-33.5-1213.7, C.R.S., and the rules adopted by the Division pursuant to § 24-4-105, C.R.S., if the PBD and the board of trustees of a board of education, state charter school institute, charter school or junior college district disagree on the interpretation of the codes and standards of the Division.

- l) Comply with the written Final Agency decision of the appeals board for the purposes of § 24-4-106, C.R.S.
- m) Have the sole discretion whether to accept a public school construction project submitted to the PBD by the school district for plan reviews, inspections, issuance of building permits and certificates of occupancy, and other duties as set forth in this MOU.

4. ACCESS TO INFORMATION

Each Party shall, to the extent allowed by law, make available to each other, at no cost, information regarding board of education, state charter school institute, charter school or junior college district construction projects within its possession. Requests for information shall not impose an unreasonable resource burden on the other Party.

5. EFFECTIVE DATE AND TERM

This MOU shall be effective upon signature by the Director of the Division and shall be valid for **three (3)** years from the effective date, unless previously modified or terminated in writing by one of the Parties pursuant to the terms of this MOU.

6. TERMINATION

Either party may terminate the MOU upon 30 days written notice; however, if the PBD accepts a public school construction project for review pursuant to this MOU, the PBD may not terminate this MOU until project completion and issuance of a Certificate of Occupancy. If the PBD fails to comply with the terms and conditions of this MOU or the rules and regulations of the Division, the Division may take enforcement action, pursuant to C.R.S. 24-33.5-1213 and terminate this MOU immediately. An amendment may be mutually agreed upon in writing by the parties prior to the termination date of this MOU to allow for project completion and issuance of a Certificate of Occupancy.

7. MODIFICATIONS AND AMENDMENTS.

This MOU is subject to such modifications as may be required by changes in applicable federal or state law, or federal or state implementing rules, regulations, or procedures of that federal or state law. Any such required modification shall be automatically incorporated into, and be made a part of, this MOU as of the effective date of such change as if that change was fully set forth herein. Except as provided above, no modification of this MOU shall be effective unless such modification is agreed to in writing by both parties in an amendment to this MOU that has been previously executed and approved in accordance with applicable law.

8. ADDITIONAL PROVISIONS

8.1 Legal Authority

The Parties warrant that each possesses actual, legal authority to enter into this MOU. The Parties further warrant that each has taken all actions required by its applicable law, procedures,

rules, or by-laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this MOU and bind that Party to its terms. The person or persons signing this MOU, or any attachments or amendments hereto, also warrant(s) that such person(s) possesses actual, legal authority to execute this MOU, and any attachments or amendments hereto, on behalf of that Party.

8.2 Notice of Pending Litigation

Unless otherwise provided for in this MOU, the PBD shall notify the Division within five (5) working days after being served with a Summons, Complaint, or other pleading in a case which involves any services provided under this MOU and which has been filed in any federal or state court or administrative agency. The PBD shall immediately deliver copies of any such documents in accordance with Notice Procedures in Section 8.5. of this MOU.

8.3 Assignment and Successors

The PBD agrees not to assign rights or delegate duties under this MOU, or subcontract any part of the performance required under the MOU without the express, written consent of the State.

8.4 Adherence to Applicable Laws

At all times during the term, performance, or execution of this MOU, the PBD shall comply with all applicable federal and state laws, regulations, rules, or procedures, as these provisions currently exist or may hereafter be amended, all of which are incorporated herein by reference and made a part of the terms and conditions of this MOU.

8.5 Notice Procedure

All notices required or permitted to be given pursuant to this MOU shall be in writing and shall be deemed given when personally served or three (3) days after deposit in the United States Mail, certified mail, return receipt requested, and addressed to the following parties or to such other addressee(s) as may be designated by a notice complying with the foregoing requirements.

APPROVED PBD:

Randy Sale Building
Official
Town of Parker
20120 E. Mainstreet
Parker, CO 80138
303-841-1970

And:

DEPARTMENT OF PUBLIC SAFETY:

Tammy Lichvar
Procurement Director
Colorado Department of Public Safety
700 Kipling St, 3rd Floor
Lakewood, CO 80215
(303) 239-5888

DFPC:
Michael Morgan
Director
Division of Fire Prevention and Control
1697 Cole Blvd Unit 200
Lakewood, CO 80400
(303) 239-4600

8.6 Entire Understanding

This MOU is the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent notation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written contract executed and approved by the Parties.

8.7 Independent Contractor

No principal, agent, or employees of one Party shall be nor shall be deemed an agent or employee of the other Party.

8.8 Governmental Immunity Act

No term or condition of this MOU shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions, of the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. 2671 et seq., as applicable, as now or hereafter amended.

8.9 Insurance

If the PBD is a "public entity" within the meaning of the Colorado Governmental Immunity Act, CRS 24-10-101, et seq., as amended ("Act"), the PBD shall at all times during the term of this MOU maintain only such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Act. Upon request by the Division, the PBD shall show proof of such insurance satisfactory to the Division.

9. APPROVALS

***Persons signing for the PBD hereby swear and affirm that they are authorized to act on the PBD's behalf and acknowledge that the Division is relying on their representations to that effect.**

Department of Public Safety
Division of Fire Prevention and Control

PBD Name
Town of Parker

Michael Morgan

Joshua Rivero

Director, Division of Fire Prevention & Control

Mayor, Town of Parker

Date: _____

Date: _____

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Jamie Wynn, Town Attorney



Request for Town Council Action

Date: July 21, 2025

Submitted By: Charles Kudlauskas, Senior Development Review Engineer

Reviewed By: Michelle Kivela, Town Manager

Title: **RESOLUTION NO. 25-048**
A Resolution Accepting the Conveyance of a Drainage Easement from Main & Main Capital Group, LLC, for a Portion of Lot 8A of Douglas 234 Filing 6, Amendment 2

Department: Engineering and Public Works, Charles Kudlauskas

EXECUTIVE SUMMARY

This resolution is to accept the conveyance of a drainage easement covering drainage improvements proposed with the site plan for a 25-foot strip of land across Lot 8A, Douglas 234 Filing No. 6, Amendment 2.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

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

The Engineering Department has reviewed and approved the construction drawings for the drainage facilities associated with an approved site plan for a portion of Lot 8A, Douglas 234 Filing No. 6, Amendment 2. Since the drainage facilities are being constructed as part of a site plan process, and not a plat, the easement needs to be dedicated by a separate instrument.

FINANCIAL IMPACT

The drainage improvements proposed with the easement will be the maintenance responsibility of the property owner. There is no financial impact to the Town.

STRATEGIC GOAL(S)



ATTACHMENTS

1. Vicinity Map-Lot 8A
2. Resolution No. 25-048

RECOMMENDED MOTION

I move to approve Resolution No. 25-048, as part of the consent agenda.



Lot 8A Douglas 234 F6 AMD2
Drainage Easement
Vicinity Map



RESOLUTION NO. 25-048, Series of 2025

TITLE: A RESOLUTION ACCEPTING THE CONVEYANCE OF A DRAINAGE EASEMENT FROM MAIN & MAIN CAPITAL GROUP, LLC, FOR A PORTION OF LOT 8A OF DOUGLAS 234 FILING 6, AMENDMENT 2

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 Main & Main Capital Group, LLC, for A Portion of Lot 8A of Douglas 234 Filing 6, Amendment 2, 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 (A Portion of Lot 8A of Douglas 234 Filing 6, Amendment 2)

THIS DRAINAGE EASEMENT AGREEMENT (the "Easement Agreement") is made this ____ day of _____, 2025, by and between MAIN & MAIN CAPITAL GROUP, LLC, a Texas limited liability company, having an address of 10601 Clarence Dr, Suite 265, Frisco, Texas 75033 ("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:

1. **Grant of Easement.** Grantor does hereby grant and convey unto Grantee, its successors, assigns, lessees, licensees and agents, an easement under and through the Easement Property, for the purpose of providing the maintenance of 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 that could have any impact on the easement granted to the Grantee by this Agreement.

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.

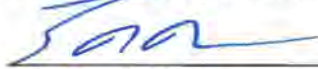
b. This easement constitutes all of the agreements, understandings and promises between the parties hereto, with respect to the subject matter hereof.

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: MAIN & MAIN CAPITAL GROUP, LLC, a Texas limited liability company



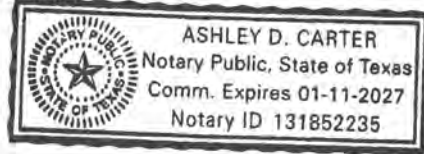
Eric Reed, Manager

STATE OF TEXAS)
) ss.
COUNTY OF COLLIN)

The foregoing instrument was acknowledged before me this 12th day of May, 2025, by Eric Reed, as Manager of Main & Main Capital Group, LLC, a Texas limited liability company.

My commission expires: 01-11-2027

SEAL


Notary Public

GRANTEE: TOWN OF PARKER

Joshua Rivero, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Town Attorney's Office

EXHIBIT A Land Description

A PARCEL OF LAND BEING A PORTION OF LOT 8A OF DOUGLAS 234 FILING 6 AMENDMENT 2, LYING WITHIN THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 29, 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:

DRAINAGE EASEMENT:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER (SE 1/4), FROM WHENCE THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER (SE 1/4) BEARS NORTH 89°15'13" EAST A DISTANCE OF 2639.29 FEET, WITH ALL BEARINGS HEREIN RELATED THERETO;
THENCE NORTH 64°20'06" EAST, 977.65 FEET TO A POINT ON THE BOUNDARY OF SAID LOT 8A, AND BEING THE POINT OF BEGINNING;
THENCE NORTH 13°41'00" EAST, 91.05 FEET TO A POINT;
THENCE SOUTH 76°19'00" EAST, 25.00 FEET TO A POINT;
THENCE SOUTH 13°41'00" WEST, 84.48 FEET TO A POINT ON THE AFORMENTIONED BOUNDARY OF SAID LOT 8A;
THENCE ALONG SAID BOUNDARY, SOUTH 88°57'06" WEST, 25.85 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,194 SQUARE FEET OR 0.050 ACRES OF LAND, MORE OR LESS.

End of Legal Description.



Frank M. Zwolinski, P.L.S.
Colorado License #38060
For and on behalf of Power Surveying Company, Inc.
303-702-1617



DRAWING BY: FMZ
PROJECT NO.

DATE: 4-11-2025
501-21-402(E)

EXHIBIT A Land Description Exhibit

Lot 10B of
Douglas 234 Filing 6
Amendment 2

Lot 9A of
Douglas 234 Filing 6
Amendment 2

Lot 8A of
Douglas 234 Filing 6
Amendment 2

SLICEROO DRIVE

Tract A of
Douglas 234 Filing 6
Amendment 1

S76°19'00"E 25.00'

N13°41'00"E 91.05'

S13°41'00"W 84.48'

S88°57'06"W 25.85'

POINT OF BEGINNING

SLICEROO DRIVE

N64°20'06"E 977.65'

S. LINE SE4 SEC 29, T. 6S., R. 66W., 6th P.M.
N89°15'13"E 2639.29'(M)
(BASIS OF BEARINGS)

POINT OF COMMENCEMENT

FOUND 3-1/4" DIAM. ALUM CAP IN RANGE BOX, PLS
22561 (S 1/4 COR SEC. 29, T. 6S., R. 66W., 6th P.M.)

FOUND 3-1/4" DIAM. ALUM CAP IN
RANGE BOX, PLS 35593 (SE COR
SEC. 29, T. 6S., R. 66W., 6th P.M.)



SCALE: 1" = 50'



50' 0 25' 50'



5911 BROADWAY
Denver, CO 80221

Established 1948
PH. 303-702-1617
FAX. 303-702-1488
www.powersurveying.com

DRAWING BY: FMZ
PROJECT NO.

DATE: 4-11-2025
501-21-402(E)



Request for Town Council Action

Date: July 21, 2025

Submitted By: Charles Kudlauskas, Senior Development Review Engineer

Reviewed By: Michelle Kivela, Town Manager

Title: **RESOLUTION NO. 25-049**
A Resolution Accepting the Conveyance of a Drainage Easement from VR Sliceroo, LLC, for a Portion of Lot 9A of Douglas 234 Filing 6, Amendment 2

Department: Engineering and Public Works, Charles Kudlauskas

EXECUTIVE SUMMARY

This resolution accepts the conveyance of a drainage easement covering drainage improvements proposed with the site plan for a 25-foot strip of land across Lot 9A, Douglas 234 Filing No. 6, Amendment 2.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

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

The Engineering Department has reviewed and approved the construction drawings for the drainage facilities associated with an approved site plan for a portion of Lot 8A where the adjacent Lot 9A, Douglas 234 Filing No. 6, Amendment 2 includes a portion of the storm improvements. Since the drainage facilities are being constructed as part of a site plan process, and not a plat, the easement needs to be dedicated by a separate instrument.

FINANCIAL IMPACT

The drainage improvements proposed with the easement will be the maintenance responsibility of the property owner. There is no financial impact to the Town.

STRATEGIC GOAL(S)



ATTACHMENTS

1. Vicinity Map-Lot 9A
2. Resolution No. 25-049

RECOMMENDED MOTION

I move to approve Resolution No. 25-049, as part of the consent agenda.



Lot 9A Douglas 234 F6 AMD2
Drainage Easement
Vicinity Map



RESOLUTION NO. 25-049, Series of 2025

TITLE: A RESOLUTION ACCEPTING THE CONVEYANCE OF A DRAINAGE EASEMENT FROM VR SLICEROO, LLC, FOR A PORTION OF LOT 9A OF DOUGLAS 234 FILING 6, AMENDMENT 2

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 VR Sliceroo, LLC, for A Portion of Lot 9A of Douglas 234 Filing 6, Amendment 2, 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 (A Portion of Lot 9A of Douglas 234 Filing 6, Amendment 2)

THIS DRAINAGE EASEMENT AGREEMENT (the "Easement Agreement") is made this ____ day of _____, 2025, by and between VR SLICEROO, LLC, a Colorado limited liability company, having an address of 9635 Maroon Circle, Suite 125, Englewood, Colorado 80112 ("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:

1. **Grant of Easement.** Grantor does hereby grant and convey unto Grantee, its successors, assigns, lessees, licensees and agents, an easement under and through the Easement Property, for the purpose of providing the maintenance of 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 that could have any impact on the easement granted to the Grantee by this Agreement.

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: VR SLICEROO LLC, a Colorado limited liability company

Grant Nelson, Manager

STATE OF Colorado)
COUNTY OF Arapahoe) ss.

The foregoing instrument was acknowledged before me this 15th day of May, 2025, by Grant Nelson, as Manager of VR Sliceroo LLC, a Colorado limited liability company.

My commission expires: DEC 05th, 2028

SEAL



Notary Public

GRANTEE: TOWN OF PARKER

Joshua Rivero, Mayor

ATTEST:

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:

Town Attorney's Office

EXHIBIT A Land Description

A PARCEL OF LAND BEING A PORTION OF LOT 9A OF DOUGLAS 234 FILING 6 AMENDMENT 2, LYING WITHIN THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 29, 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:

DRAINAGE EASEMENT:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER (SE 1/4), FROM WHENCE THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER (SE 1/4) BEARS NORTH 89°15'13" EAST A DISTANCE OF 2639.29 FEET, WITH ALL BEARINGS HEREIN RELATED THERETO;
THENCE NORTH 65°21'20" EAST, 976.73 FEET TO A POINT ON AN ANGLE POINT OF THE BOUNDARY OF AN EXISTING DRAINAGE EASEMENT GRANTED ON THE PLAT OF DOUGLAS 234 FILING 6, AND BEING THE POINT OF BEGINNING;

THENCE ALONG SAID EASEMENT BOUNDARY, NORTH 85°26'13" WEST, 10.33 FEET TO A POINT;
THENCE LEAVING SAID BOUNDARY, NORTH 13°41'00" EAST, 15.77 FEET TO A POINT ON THE BOUNDARY OF SAID LOT 9A;
THENCE ALONG SAID BOUNDARY, NORTH 88°57'06" EAST, 25.85 FEET TO A POINT;
THENCE LEAVING SAID BOUNDARY, SOUTH 13°41'00" WEST, 16.82 FEET TO A POINT ON THE AFORMENTIONED BOUNDARY OF AN EXISTING DRAINAGE EASEMENT;
THENCE ALONG SAID BOUNDARY, SOUTH 88°57'06" WEST, 15.30 FEET TO THE POINT OF BEGINNING.

CONTAINING 415 SQUARE FEET OR 0.009 ACRES OF LAND, MORE OR LESS.

End of Legal Description.



Frank M. Zwolinski, P.L.S.
Colorado License #38060
For and on behalf of Power Surveying Company, Inc.
303-702-1617



DRAWING BY: FMZ
PROJECT NO.

DATE: 4-11-2025
501-21-402(E)

EXHIBIT A Land Description Exhibit

Lot 10B of
Douglas 234 Filing 6
Amendment 2

Lot 9A of
Douglas 234 Filing 6
Amendment 2

Lot 8A of
Douglas 234 Filing 6
Amendment 2

SLICEROO DRIVE

Tract A of
Douglas 234 Filing 6
Amendment 1

EXIST. DRAINAGE EASEMENT
GRANTED PER PLAT OF
DOUGLAS 234 FILING 6

EXIST. DRAINAGE EASEMENT
GRANTED PER PLAT OF
DOUGLAS 234 FILING 6

N13°41'00"E 15.77'

N88°57'06"E 25.85'

S13°41'00"W 16.82'

N85°26'13"W 10.33'

N65°21'20"E 976.73'

S88°57'06"W 15.30'

POINT OF BEGINNING

SLICEROO DRIVE

S. LINE SE4 SEC 29, T. 6S., R. 66W., 6th P.M.

N89°15'13"E 2639.29'(M)
(BASIS OF BEARINGS)

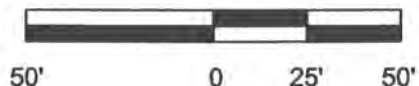
POINT OF COMMENCEMENT

FOUND 3-1/4" DIAM. ALUM CAP IN RANGE BOX, PLS
22561 (S 1/4 COR SEC. 29, T. 6S., R. 66W., 6th P.M.)

FOUND 3-1/4" DIAM. ALUM CAP IN
RANGE BOX, PLS 35593 (SE COR
SEC. 29, T. 6S., R. 66W., 6th P.M.)



SCALE: 1" = 50'



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DRAWING BY: FMZ
PROJECT NO.

DATE: 4-11-2025
501-21-402(E)



Request for Town Council Action

Date: July 21, 2025
Submitted By: Tom Gill, Associate Project Manager
Reviewed By: Michelle Kivela, Town Manager
Title: **Dransfeldt Road Over Sulphur Gulch Bridge Rehabilitation – Preliminary and Final Design**
Amount: \$144,126
Contractor: RS&H
Department: Engineering and Public Works, Tom Gill

EXECUTIVE SUMMARY

This agenda item is for the approval of a professional services agreement with RS&H, Inc., for the preliminary and final design of the Dransfeldt Road over Sulphur Gulch Bridge Rehabilitation project.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

This project includes rehabilitation of the existing bridge at Dransfeldt Road over Sulphur Gulch. Some of the issues needing attention include the sidewalk steel cover plates, which have started to fail, and the underlying concrete that has started to deteriorate. The manufactured stone veneer on the traffic face of the parapet is spalling and deteriorating due to exposure to deicing salts. The steel pedestrian railing has section loss from rust and the median cover material is spalled and missing in several areas. Therefore, the following design work is planned:

1. replace existing bridge joints with alternative joint systems in the roadway, median and sidewalk
2. remove existing overlay, apply new waterproofing membrane and asphalt
3. sound and repair deck if needed
4. replace existing stone veneer along the traffic face of railing
5. replace existing steel pedestrian railing on the bridge parapet
6. replace approach slab and sidewalk over the approach slab limits
7. seal the gap between sidewalk and wing walls
8. apply concrete sealer over the sidewalk and traffic-face stone veneer
9. apply concrete coating on the bridge parapet traffic face and top.

The contract amount for preliminary and final design services is \$144,126, which is in line with typical costs for a project of this size and scope. RS&H, Inc., is one of the Town's pre-qualified

consultants for design services of this type. The scope of work will complete the design and subsurface utility engineering (SUE) to allow for bidding of the rehabilitation in the future.

FINANCIAL IMPACT

Funding has been appropriated for the preliminary design effort in the Highway and Streets Capital Project Fund (301-4310-7576).

STRATEGIC GOAL(S)

ATTACHMENTS

None

RECOMMENDED MOTION

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

TOWN MANAGER REPORT

Summer 2025



PARKER
COLORADO

TOWN MANAGER REPORT

Town Council Meetings - Notable Actions

April 7

- **Liquor Licenses:** Town Council passed a resolution that delegates the responsibility of establishing boundary requirements as they relate to new liquor license applications and change of location applications to the Special Licensing Authority.
- **Contracts Over \$100,000:** Town Council approved contracts for several Engineering and Public Works projects, including: construction of a new traffic signal at the Pine Drive/Summerset Lane intersection; the 2025 Townwide Pavement Marking - Long Line and Crosswalks and Symbols Projects; relocation of powerlines for the Jordan Road Widening Project; preliminary engineering services for the improvements to the Lincoln Avenue/Pine Drive intersection; construction administration services for the Stroh Road Widening Project; construction management, inspection and material testing for the Stroh Road project; replacement of a roof-top HVAC unit at the Parker Fieldhouse; and replacement of traffic signal controllers throughout the Town.
- **Parks, Recreation and Open Space Advisory Commission Appointments:** Town Council passed a resolution appointing Heather Crosby to fill a vacancy on this commission and also naming Matthew Lunn as the Commission Chair.
- **Tax and Fee Assistance Program Agreement:** Town Council approved an agreement with Parker Mainstreet Exchange to participate in the Town's Tax and Fee Assistance Program to modify and expand the building to allow for mixed-use development, including retail space on the first floor and office space on the second floor.
- **Festival Permits:** Town Council approved an ordinance that aligns the Municipal Code with the State Liquor Code to provide for consistency in language regarding Festival Permits. The Code was amended to clarify the number of festivals a licensee is allowed to hold in a given period of time (nine in each calendar year).
- **Douglas County Youth Initiative:** Town Council approved an ordinance to continue providing support and funding for the Douglas County Youth Initiative.

April 21

- **2025 Special Election:** Town Council passed a resolution to call a special election on Nov. 4 to submit to the electors several ballot questions that would amend the Town of Parker Home Rule Charter.
- **Contracts Over \$100,000:** Town Council approved contracts for several projects, including: the Town's 2025 Roadway Resurfacing, Roadway Preservation and Concrete Replacement Programs; warranty work to remediate slab settlement on two Looking Glass subdivision roadway bridges; production services for Parker Arts' production of Shrek The Musical; and construction inspection assistance services related to development projects occurring within the Town.
- **Parker Road Sidewalk Project Agreement:** Town Council approved an agreement with the Colorado Department of Transportation regarding maintenance and operation responsibilities associated with the Parker Road Multiuse Path - Pine Drive to Stroh Road Project.
- **Land Development Ordinance - Carwashes:** Town Council approved an ordinance that amended the Town's Land Development Ordinance by establishing use-specific standards that more appropriately locate car washes within commercially zoned areas. This amendment applies to all zoning districts, including Planned Development (PD) zones.

May 5

- **Contracts Over \$100,000:** Town Council approved contracts for several projects, including: the 2025 Intersection Improvements Project; the 2025 Townwide Roadway Resurfacing Program; a new traffic signal at the Lincoln Avenue/Villagecreek Parkway intersection; acquisition of three new pickup trucks for the Town's fleet; two separate Parker Road sidewalk projects; and registration software for Parks and Recreation programming.
- **Mental Health Awareness Month Proclamation:** Town Council made a proclamation designating the month of May 2025 as Mental Health Awareness Month in the Town of Parker.

TOWN MANAGER REPORT

Town Council Meetings - Notable Actions (con't)

May 5 (con't)

- **Home Rule Authority Assertion:** Town Council approved two ordinances asserting the Town of Parker's Home Rule authority to both regulate accessory dwelling units within the Town and determine residential occupancy limits for single dwellings in Parker.
- **Law Enforcement Trust Participation:** Town Council approved via ordinance an agreement for the Town's participation in a trust that will administer funds for heart and other preventative health scans for law enforcement officers employed by the Town.
- **School Resource Officers Cost Sharing:** Town Council approved via ordinance an amended and restated agreement with the Douglas County School District regarding cost sharing for school resource officers in Parker schools.
- **Salisbury Park North Project:** Town Council authorized via resolution the Town's ability to hold a Request for Qualifications and competitive proposal selection process in order to identify highly qualified contractors to bid on the Salisbury Park North expansion project, including those specializing in large municipal park projects.

May 19

- **Elected Official Guidelines:** Town Council passed a resolution to remove certain policies from the Town Policy Manual that are more general administrative procedures set by Council for the role of elected officials. A second resolution was passed to add the removed policies to a new Elected Official Guidelines document.
- **Public Works Week Proclamation:** Town Council made a proclamation designating the week of May 18-25, 2025 as National Public Works Week in the Town of Parker.
- **Contracts Over \$100,000:** Town Council approved contracts for several projects, including: the purchase of furniture for the Town Hall Addition and Renovation Project; and preliminary engineering services for the Lincoln Avenue/Pine Drive Intersection Improvements Project.
- **Unauthorized Public Camping:** Town Council approved an ordinance that updated the Town's existing ordinance regarding unauthorized

camping and passed a resolution adopting a policy for campsite abatement in order to better clarify what conduct is prohibited, provide guidance to staff as to the steps that need to be taken if someone is illegally camping, and govern the disposition of property left behind at an illegal campsite. Another ordinance was passed to ensure that campsites located within the floodplain, which are unlawful in the Town, are abated the same way as other illegal campsites.

June 2

- **Contracts Over \$100,000:** Town Council approved contracts for several projects, including: the 2025 Townwide Asphalt Patching Program; downtown holiday lighting services; replacement of aging Police Department network hardware; staff computer hardware replacements; and the Longs Way storm pipe lining project.

June 16

- **Planning Commission Appointments:** Town Council passed a resolution that appointed four regular members (Jane Lane, Angela Lindstrom, Ruth Ann Nelson and Gary Poole) and three alternate members (Lisa Ruiz, Bret Tueller and Jenny Wohlrabe) to the Parker Planning Commission. Additionally, Poole was reappointed as the Chairperson.
- **Contracts Over \$100,000:** Town Council approved one contract related to the commission and purchase of public artwork for the Salisbury Park North expansion project.
- **Carrying of Firearms:** Town Council approved an ordinance declaring an exemption to recently passed State legislation that banned firearms in local government buildings, such as Town Hall.
- **Parking and Abandoned Vehicles:** Town Council approved an ordinance updating sections of the Municipal Code regarding parking, towing regulations and abandoned vehicles.
- **Liquor Licenses:** Town Council approved an ordinance that authorizes the Town Clerk to administratively establish the neighborhood for new applications and applications for a change of location. This amendment to the Municipal Code will allow staff to provide for a more efficient and customer-service-friendly process for applicants.

TOWN MANAGER REPORT

Town Manager's Office Updates

- **Carol's Creek Dedication (1):** A special ceremony was held June 30 in the Rowley Downs neighborhood to recognize former Town Clerk Carol Baumgartner. An unnamed tributary of Tallman Gulch was officially designated "Carol's Creek" to honor the impact she had on our community. One of the earliest residents of Rowley Downs, Carol and her family moved to what was then unincorporated Parker in the mid-1970s. She and her husband, Jerry, were part of a citizen movement that eventually led to Parker's official incorporation as a Town in 1981. Carol became the Town's first employee (over the years earning the nickname "Employee #1") and served as Town Clerk for more than 40 years prior to her retirement in 2021. She passed away in early 2024. New signage has been installed to mark Carol's Creek at three different trail bridge crossings located within the Rowley Downs and Hidden River neighborhoods.
- **Lessons in Local Government (2):** The most recent year of the Town's Lessons in Local Government program saw significant growth in participation rates. This program helps local high school students learn more about the roles of officials in local government and how they can be active in the process. It also helps satisfy AP US Government and Politics class requirements. In 2025, the program attracted 77% more participants and expanded to reach more Parker schools than ever before.
- **HOA Summit (3):** The Town held its 2025 HOA Summit on April 17 at the PACE Center. This annual meeting provides HOA board members and property managers with an opportunity to meet and engage with other Parker HOA representatives, Town elected officials and staff about issues and concerns pertinent to HOA groups. Among the topics addressed were: community event permits; fiber Internet installation in Parker; code enforcement; accessory dwelling units; landscaping; and the Town's 2050 Master Plan project.
- **Town Policy Manual and Elected Officials Guidelines:** On May 19, Town Council approved an update to the Town Policy Manual to remove policies related to elected officials and incorporate them into a new Elected Officials Guidelines document. Both of these documents are available for public access at ParkerCO.gov/Transparency.



Additional Resources

- [Performance Measures Dashboard](#)
- [Upcoming Town Meetings and Events](#)

TOWN MANAGER REPORT

Communications and Engagement Updates

- **Bike to Work Day (1):** The Town's 2025 Bike to Work Day breakfast station was another success. On June 23, staff handed out 250 free T-shirts and served 205 servings of pancakes, sausage and coffee to local commuters. This year's event was held at a new location for the first time in more than a decade, near the Parker Recreation Center, and it received great reviews. We received 15 responses for the Town's event survey; 14 of the 15 responses rated their experience as Excellent/Great. There were a high number of first-time participants this year.
- **Sticker Design Contest (2):** The Town's inaugural Sticker Design Contest resulted in a great new sticker that residents and visitors alike can display to celebrate our community's natural beauty and rich history. Liz Swanson's design featuring the beautiful snow-capped mountains and blue skies of Colorado behind silhouettes of a stagecoach, pine trees and the Twenty Mile House was selected in a community vote held on the Town's Let's Talk Parker community engagement platform. The stickers have been printed and are now available for free to anyone who visits one of the Town's booths at the Parker Farmers Market or future special events, such as September's Parker Proud Showcase.
- **Micromobility Education (3):** In response to an increase in the use of non-permitted micromobility devices such as motorcycles and dirt bikes on Parker's streets, sidewalks and trails, staff created an educational campaign to inform residents about laws surrounding these types of devices. A new page has been added to the Town's website detailing which devices are and are not allowed, as well as how to identify them. This information is also being regularly shared on the Town's various social media channels. Additionally, a business card was created with information for Parker Police Officers and other staff members to hand out to individuals found to be in violation of these regulations.



Additional Resources

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

TOWN MANAGER REPORT

Community Development Department Updates

Building Activity Summary

- **Single-family Housing Permits Issued:**
111 in Q2; 180 total in 2025
- **Multi-family Housing Permits Issued:**
309 units in Q2; 501 total in 2025
- **Commercial Permits Issued:**
276 in Q2; 468 total in 2025
- **Total Permits Issued:**
1,099 in Q2; 1,934 total in 2025
- **Total Value of Permits:**
\$232,601,823 in Q2; \$316,000,470 total in 2025
- **Total Inspections:**
9,382 in Q2; 17,254 total in 2025

Development Activity Summary

- **Commercial Development Interest:**
0 applications in Q2; 8 total in 2025
- **Pre-application Requests:**
14 in Q2; 30 total in 2025
- **Applications Submitted:**
68 in Q2; 123 total in 2025
- **Active Applications:**
107 applications at end of Q2
- **Approvals:**
39 approvals in Q2

Major Project Updates

- **Parker 2050 Comprehensive Plan Update:**
Community Development staff continued work on this project in Q2. Recently completed project milestones include: focus-group meetings, updates to the Planning Commission and Town Council, preliminary drafting of plan elements and additional community engagement. The project team held a community engagement pop-up event July 3 at the Discovery Park Summer Concert and a community open house July 9 at the Parker Fieldhouse. There will be additional community engagement events and public updates in Q3 2025. For more information, visit LetsTalkParker.org/Parker2050.

Additional Resources

- [Active Development Map](#)
- [Monthly Building Reports](#)



- **Streetscape Landscaping Design Guide (1):**
Community Development recently completed a Streetscape Landscaping Design Guide. The guide was developed in response to 2024 State legislation, discussions with Town Council and interactions with HOAs. The guide's purpose is to assist residents, property owners and HOAs with design guidance, plant information and illustrations of water-efficient landscaping that may be installed in a streetscape between the curb and adjacent property. The Streetscape Landscaping Design Guide can be found at ParkerCO.gov/WaterResources.
- **Code Compliance Operations:** The Town has restructured operations and created a new Code Compliance Officer position in the Community Development Department. The focus of code compliance operations in the Community Development Department is to work with residents, property owners and businesses to promote compliance with Town codes and standards for signage, property maintenance, development approvals, temporary uses, etc. The upgraded code compliance operations started on April 18. For more information, visit ParkerCO.gov/CodeCompliance.
- **DRCOG Innovative Mobility Grant:** Staff applied for and was awarded a \$150,000 Innovative Mobility Grant from the Denver Regional Council of Governments (DRCOG). The grant will fund the planned Parker Mobility on Demand and Microtransit Feasibility Study to evaluate and plan for expanded transportation options in the Town such as local transit service, first/last mile travel, bicycle/pedestrian improvements and on-demand services (like RTD FlexRide and Lone Tree Link). This project will be entirely grant funded without the need for matching funds from the Town.

TOWN MANAGER REPORT

Cultural Department Updates

- **2025/2026 Season Announcement:** On June 21, Parker Arts welcomed hundreds of members to its annual Season Announcement, where they enjoyed live music, great food and the exclusive opportunity to buy tickets ahead of the public for the 2025/2026 season. Tickets go on sale to the general public July 22. Members also enjoyed an April Meet and Greet event at Black + Haus and a happy hour at Victoria Maria Jewelers.
- **Parker Arts—Top Denver-Area Attraction:** Parker Arts is thrilled to once again be included on the Denver Business Journal's list of top Denver-area attractions! With a remarkable 160,000 visitors in 2024, Parker Arts was No. 11 on the list, giving it the highest-ranked spot in Douglas County. Thanks to the volunteers, staff, community and patrons for helping us achieve this incredible recognition once again!
- **Henry Award Nominee:** Parker's very own Mary Poppins, Madison Falkenstine, was nominated for a Henry Award for Outstanding Performer in a Musical, Tier 2, for her role in Parker Arts' production of *Mary Poppins*! The winners will be announced July 28.
- **Education (1):** For the first time, Parker Arts produced its very own Theater for Young Audiences (TYA) production for families and schools. *The Emperor's Groovy New Threads* brought in nearly 3,000 students from area schools and provided over \$1,250 in busing scholarships.
- **DU Theatre Tech Internship Program (2):** Working in collaboration with the Parker Arts tech team, the Denver University Theatre Tech Internship Program had nine paid interns and 10 students from the THEA 1200 Tech Studio that helped build the set for Parker Arts' production of *Rock of Ages*. "Parker shows are typically the largest and most complex of the season, offering interns valuable opportunities to explore new techniques and problem-solving skills," said Steven McDonald, DU Professor/Technical Director.
- **Colorado Watercolor Society Reception:** Parker Arts hosted a reception for the Colorado Watercolor Society's 34th Annual State Exhibit on June 5. The Society has 180 active members, many of whom joined us for the reception, traveling from the Western Slope, Aspen, Fort Collins and Denver.



- **Art Encounters Installations:** With help from Parker Parks and Recreation staff, a total of seven new sculptures were installed as part of Douglas County Art Encounters, a year-long outdoor sculpture exhibit that showcases art in Parker and surrounding towns. Residents and visitors are encouraged to explore the rotating and permanent art displays in downtown Parker and throughout Douglas County. Learn more and hear recorded descriptions of the installations via the free Otocast app.
- **Crowd Engage Digital Ticketing:** Parker Arts has switched to Crowd Engage, an automated, customizable digital ticketing system that lessens the burden and paper waste created by patrons printing tickets. The platform also has the ability to send pre-show reminders and accommodate concessions pre-orders.

Additional Resources

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

TOWN MANAGER REPORT

Economic Development Updates

- **New Business Spotlight Videos:** Parker Economic Development produces a variety of business spotlight videos to highlight local merchants and other notable Parker businesses.
 - * [Safran Space and Defense](#)
 - * [Convict Coffee](#)
 - * [Vibe Foods](#)
 - * [Bodega Beer Company](#)
 - * [Cozy CO Furnished Rentals](#)
- **Notable New Business Openings:** Several new businesses opened in Parker in Q2, including the following restaurants:
 - * Andy's Frozen Custard - 18900 Lincoln Ave.
 - * LaLoma - 9355 Crown Crest Blvd.
 - * Nana's Dim Sum & Dumplings - 9328 Jordan Road
 - * Venalanzo's Tacos - 8951 Mainstreet



- **The Juniper on Mainstreet (1):** Acclaimed local bakery Poulette Bakershop [announced that it will relocate to downtown Parker](#) in Fall 2025. The new shop will be on the ground floor of The Juniper (pictured above), a new mixed-use residential and commercial development located at the southwest corner of Mainstreet and S. Pine Drive. Poulette Bakershop was recently named one of the 22 best independent bakeries in the United States by *The New York Times*.

Community Development recently approved the temporary certificate of occupancy for residents to move into the apartments at The Juniper. Overall, the development will contain 14,239 s.f. of commercial space, 94 apartments and 175 parking spaces. The developer plans to complete the 3-4 commercial spaces on the ground floor as they lease the spaces to new businesses.

Additional Resources

- [Parker Business and Demographic Data](#)
- [Parker ED YouTube Channel](#)
- [P3 Parker YouTube Channel](#)

Municipal Court / Town Clerk Updates Data through Q2 2025

- Active Liquor Licenses – 133
- Special Events Permits Issued (with Liquor) – 16
- Peddlers and Solicitors Permits Issued – 15
- Open Records Requests Received – 166
- Municipal Court Tickets Issued – 2,264
- Parking Tickets Issued – 29
- Municipal Court Trials Held – 4
- Teen Court Cases – 16
- Teen Court Panels Held – 6

Additional Resources

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

TOWN MANAGER REPORT

Engineering and Public Works Department Updates

- **Dransfeldt Road Extension Project (1):** The new Dransfeldt Road extension opened to the public on June 18 and is fully operational. Residents now have an additional way to travel safely and efficiently through Town. The new bridge over Cherry Creek is the Town's longest bridge.
- **Mainstreet Concrete Replacement Project (2):** The Town is replacing concrete sections of roadway and sidewalk along Mainstreet between Parker Road and S. Pine Drive. The project has been split into six phases to reduce the impact to residents and downtown businesses and is set to be completed by the end of July.
- **PACE Center Parking Garage:** The Manitowoc crane has been demobilized after completing the installation of all precast elements for this new parking structure. Following the completion of the structure is the installation of concrete topping slabs on each floor. There is a total of 12 pours to complete the driving surface in the garage. Electrical overhead installation has started, as well as caulking of the entire structure and structural steel installation. Multiple other trades including elevators, fire sprinkler and mechanical will mobilize to complete their scopes in July.
- **Lincoln Avenue and Jordan Road Widening Project:** Construction is well underway on this project with work focusing on widening the westbound direction of Lincoln Avenue. Widening work started at Parker Road earlier this year working westward and in July is focused around the Cherry Creek bridge. Numerous utility companies are undertaking relocation work to facilitate continuing to move the project forward. Traffic disruptions have been minimized by maintaining two lanes of through traffic during peak times. Work will continue into 2026 with a planned completion in late 2026.
- **Stroh Road Widening Project:** The contractor mobilized in May and started with clearing and grubbing of the entire project site. CORE Electric has completed the undergrounding of the overhead power lines along the south side of Stroh Road. Import of soil in the settlement zones was completed the first week of July starting the clock for settlement. Caisson installation and piling installation also began in July. Once pilings and caissons are complete, the bridge structure will progress forward with abutments and piers.
- **Traffic Signals:** Construction is underway for a new traffic signal at the Lincoln Avenue/Village Creek Parkway intersection. Final parts are to be delivered in time for an operational signal at the end of July. Additionally, a contract has been executed and equipment/materials ordered for a new signal at the Pine Drive/Summerset Lane intersection. The contractor anticipates beginning construction in August.
- **Chamber Road Extension Opening Soon:** A ribbon-cutting ceremony is set for July 28 to celebrate the opening of an extension of Chambers Road that will connect Hess Road to Crowfoot Valley Road. This new connection will give residents a new route to travel throughout town and is expected to reduce traffic on Motsenbocker Road and Parker Road.
- **Hess Road Overlay Project:** Work is underway to resurface Hess Road between Motsenbocker Road and Chambers Road. The project consists of roto-milling and overlaying and is expected to be completed before school starts in August.



Additional Resources

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

TOWN MANAGER REPORT

Parks, Recreation and Open Space Department Updates

- **Spring Special Events (1):** The spring season brings popular Parks and Recreation community events, including the Kids' Zone Princess Ball, Egg Splash and Dash, and Arbor Day Celebration in April, the NEW Miles Over the Meadow Mother's Day 5K & Family Fun Trek, MURPH Memorial Day Challenge and Senior Stroll in May, as well as the NEW Dash Across the Dam Father's Day 5K, and a Kids' Zone Princess Ball in June. Find the complete list of annual events at ParkerRec.com/Events.
- **Earth Day Trail Clean Up (2):** Along with the Douglas County Library Teen Council, the Parks, Recreation and Open Space Advisory Commission coordinated an Earth Day Clean Up effort along the Sulphur Gulch Trail.
- **Music's Memories (3):** The Senior Support: Music's Memories class uses music and movement to support individuals diagnosed with Dementia, Parkinson's or other neurological disorders. Children from the Parker Fieldhouse Preschool recently joined a session bringing all ages together to improve communication and motor skills, as well as inspire emotional health and stimulate memory! View recreation programs at ParkerRec.com/Guide.
- **PSCo Soft Surface Trail:** Parker PSCo Trail, to be formally named at a later date, is a 1.5-mile, soft-surface crusher fine trail from Canterbury Parkway on the east to Latigo Lane on the west, along the Public Service Company of Colorado (PSCo) owned right-of-way. The trail is officially open and provides access to the Willow Park Trail and the Tallman Gulch Trail. Find information about Parker trails at ParkerRec.com/Trails.
- **Branching Out Parker:** Each April, the Forestry and Open Space Division facilitates the Branching Out Parker tree reimbursement program, which provides funding assistance for Parker residents to encourage the planting of trees throughout the Town. This year, 108 applications were approved.
- **2024 Annual Report:** The Parks, Recreation and Open Space (PROS) Department released the 2024 Annual Report. The easy-to-read document features agency accomplishments and highlights, a financial overview and future initiatives. View the annual report at ParkerRec.com/AnnualReport.



Additional Resources

- [Upcoming Parks and Recreation Events](#)

TOWN MANAGER REPORT

Police Department Updates

- **Volunteers in Police Services Academy Graduation (1):** The Parker Police Department is incredibly proud of our five Douglas County Community Service Volunteer Academy graduates. Mike Appleby, Aislyn Ball, Ashley Kim, Jon Liberati and Denny Moses spent two months learning how to assist officers and the community as volunteers. They are the first members of the department's new Volunteers in Police Services (VIPS) program. The VIPS program offers significant benefits to both the Police and the residents of Parker. By engaging community members in non-enforcement roles, the program enhances our capacity to deliver services without increasing costs. There will be two categories of volunteers in the VIPS program: Administrative Volunteers and Patrol Support Volunteers.
- **Prescription Drug Take Back (2):** Parker Police collected more than 140 pounds of prescription drugs at our prescription drug take-back event. Officers Britton and Warn filled five large trash bags of unused or expired prescription medications. Residents who missed the event can utilize the prescription medication drop box in the Police Department's front lobby, Monday through Friday from 8 a.m. to 6 p.m.
- **Rotary Officer of the Year (3):** Sergeant Brienzo was recognized as the CCV Rotary Club of Parker Officer of the Year. He was recognized for being a leader on his team and a force of positivity with resilience and unwavering dedication. Whether it's on the front lines during a crisis, mentoring younger officers or helping guide his department through challenging moments, Sgt. Brienzo leads from the front. Always present. Always involved. Always all in.
- **Police Drone Helps Locate Missing Child:** A Parker resident who moved to a new neighborhood recently experienced every parent's worst fear—their child didn't return from a trip to the playground. Our officers quickly responded, canvassing local parks, open spaces and the Cherry Creek Trail, speaking with parents and kids in the area. When the ground search didn't locate the boy, our team deployed a drone to expand the search. Thanks to this technology, the drone located the child in a remote area of the Cherry Creek Trail, far from any visible path. We're happy to report that the child was safely reunited with their family.



- **New Officers Sworn In:** Parker Police welcomed two new officers to serve the community. Officer LaBarge joins us after working for the Santa Barbara Police Department for 10 years. He is a Team Sergeant in the 425th Battalion of the Army Reserves and served in the Coast Guard reserves for nine years prior. Officer Taylor graduated from the Highlands Ranch Law Enforcement Training Academy in June. Both officers are currently in our Police Training Officer Program working towards solo status.

Additional Resources

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



Request for Town Council Action

Date: July 21, 2025

Submitted By: Chris Vanderpool, Town Clerk

Reviewed By: Michelle Kivela, Town Manager

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

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. If the amount is more than \$50,000, a supplemental budget amount would need to be approved.

STRATEGIC GOAL(S)



ATTACHMENTS

1. Ordinance No. 9.387

RECOMMENDED MOTION

I move to approve Ordinance No. 9.387 on second reading.

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



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*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 21, 2025

Submitted By: Nathan Klass, Engineering Service Manager

Reviewed By: Michelle Kivela, Town Manager

Title: **ORDINANCE NO. 1.650 - Second 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

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 second reading.

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.

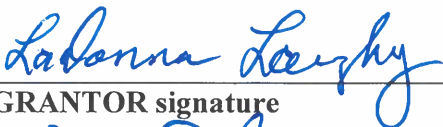
☐ GRANTOR conveys the underlying mineral estate to GRANTEE. Paragraphs 5 and 6 are hereby deleted from the Memorandum of Agreement and the conveyance document.

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;

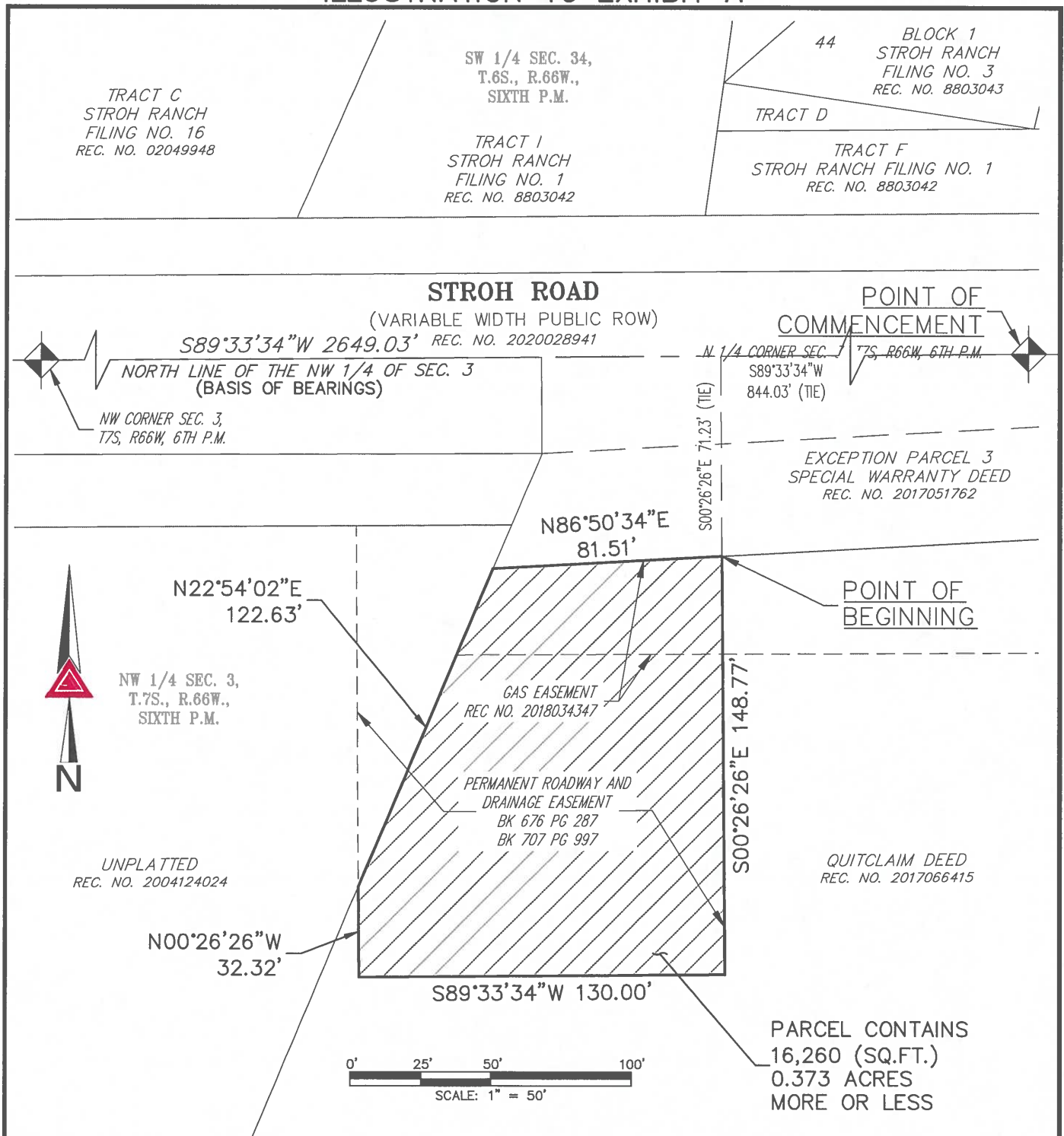
THENCE ALONG SAID SOUTHERLY BOUNDARY, NORTH 86°50'34" EAST, A DISTANCE OF 81.51 FEET TO THE **POINT OF BEGINNING**.

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



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-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;

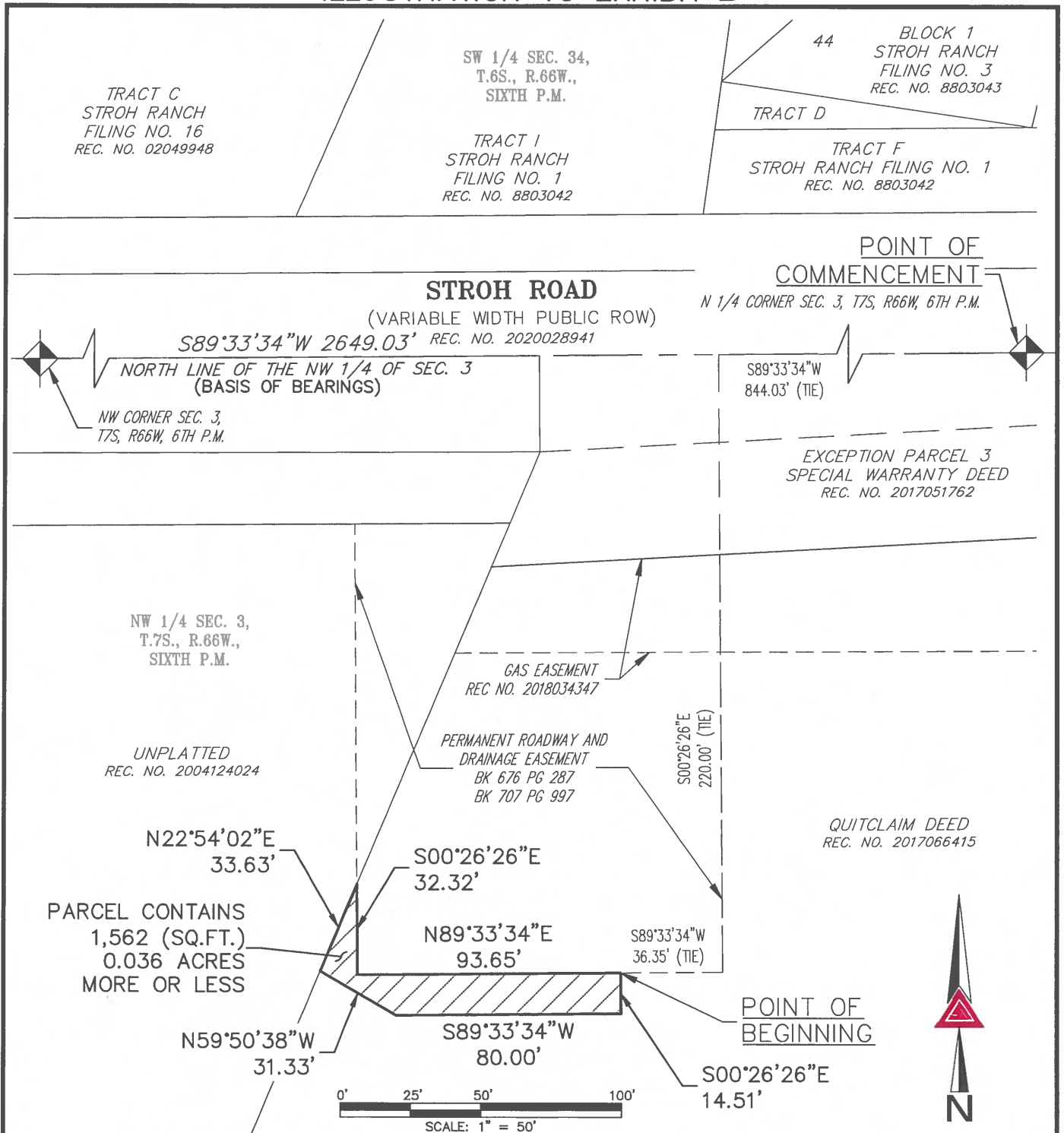
1. SOUTH 00°26'26" EAST, A DISTANCE OF 32.32 FEET;
2. NORTH 89°33'34" EAST, A DISTANCE OF 93.65 FEET TO THE **POINT OF BEGINNING**.

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.

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.