

TOWN OF PARKER COUNCIL AGENDA
October 1, 2018

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.

Start times for regular agenda items are tentative; some items may be held earlier than scheduled time.

1. **TOWN COUNCIL MEETING SCHEDULE**

A. **5:30 P.M. – Call to Order Town Council Meeting and Roll Call**

B. **Executive Session – Immediately following Call to Order/Roll Call – (See Attached)**

C. **Reconvene Town Council Meeting at 7:00 P.M. or as soon thereafter as the regular public meeting can be conducted.**

2. **SPECIAL PRESENTATIONS**

3. **PARKER CHAMBER OF COMMERCE UPDATES**

4. **DOWNTOWN BUSINESS ALLIANCE UPDATES**

5. **PUBLIC COMMENTS 3 Minute Limit (No action will be taken on these items)**

6. **REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL**

7. **CONSENT AGENDA**

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

A. *APPROVAL OF MINUTES - September 17, 2018*

B. *RESOLUTION NO. 18-064*

A Resolution Finding Substantial Compliance of the Lincoln Professional Park Property's Annexation Petition with C.R.S. § 31-12-107 and Setting a Public Hearing on November 19, 2018, for the Purpose of Considering Said Annexation

Department: Community Development, Stacey Nerger

- C. *RESOLUTION NO. 18-065*
A Resolution Accepting the Conveyance of a Drainage Easement from Veterinary Property Management, LLC, for a Portion of Lot 4A, Cottonwood Commercial Filing No. 1, Amendment No. 5

Department: Engineering and Public Works, Tyler Sandt

- D. *RESOLUTION NO. 18-066*
A Resolution Accepting the Conveyance of a Drainage Easement from Sinclair Oil Corporation for a Part of Lot 5, Robinson Ranch Filing No. 2, Second Amendment

Department: Engineering and Public Works, Tyler Sandt

8. **RESOLUTIONS**

RESOLUTION NO. 18-067

A Resolution Opposing "Amendment 74," Which is an Attempt to Amend the Colorado Constitution to Drastically Limit State and Local Government Services at a High Cost to Taxpayers

Department: Town Attorney, Jim Maloney

9. **ORDINANCES**

A. **ORDINANCE NO. 9.54.2 - Second Reading**

A Bill for an Ordinance to Approve the Third Amended and Restated Establishing Contract for the E-470 Public Highway Authority

Department: Town Attorney, Jim Maloney

B. **ORDINANCE NO. 1.515 - Second Reading (to be continued to 11/5/18)**

A Bill for an Ordinance Conveying Certain Real Property by Easement to Parker Water and Sanitation District for Tract B, Reata West Filing No. 1, 2nd Amendment

Department: Alex Mestdagh

C. **ORDINANCE NO. 1.519 - Second 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

10. **ADJOURNMENT**

Parker Town Council

Executive Session Agenda

October 1, 2018

“To consider personnel matters, pursuant to C.R.S. § 24-6-402(4)(f).”

1. Town Administrator Evaluation Process
2. Town Attorney Evaluation Process
3. Municipal Court Judge Evaluation Process

“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).”

4. Section 13.05.020 of the Parker Municipal Code (airport regulations)
5. *Vista South, LLC, et al., v. City of Centennial, et al.*, Douglas County District Court, Case No. 2018CV030354
6. *South Metro Fire Rescue Fire Protection District v. Parker Authority for Reinvestment, et al.*, Douglas County District Court Case No. 17CV30549

**TOWN OF PARKER COUNCIL
MINUTES
SEPTEMBER 17, 2018**

Mayor Waid called the meeting to order at 5:35 P.M. Councilmember Williams was absent.

Town Attorney Jim Maloney announced that the topics for discussion in Executive Session were six (6) items. Under C.R.S. § 24-6-402(4)(f) there were two items, the first was the Town Administrator Evaluation Process and the second was the Town Attorney Evaluation Process; under C.R.S. § 24-6-402(4)(b) there were four (4) items, the first was to receive legal advice on specific legal questions concerning Section 13.05.010 and Section 13.10.220 of the Parker Municipal Code concerning floodplain development; the second item was to receive legal advice on specific legal questions concerning Vista South, LLC, et al., v. City of Centennial, et al., Douglas County District Court, Case No. 2018CV030354; the third item was to receive legal advice on specific legal questions concerning Colo. Rev. Stat. Section 31-12-106(1) (enclave annexation) and the fourth item was to receive legal advice on specific legal questions concerning Colo. Const. Art. II, Section 15/Amendment 74/Initiative 108.

EXECUTIVE SESSION

Amy Holland moved and Josh Martin seconded to go into Executive Session to consider personnel matters, pursuant to C.R.S. § 24-6-402(4)(f) and 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.

Joshua Rivero moved and Josh Martin seconded to come out of Executive Session at 6:50 P.M.

The motion was approved unanimously.

REGULAR MEETING

Honorary Mayor Bailey Eldridge reconvened the meeting at 7:12 P.M.

Bailey led the Mayor, Council and audience in the Pledge of Allegiance.

SPECIAL PRESENTATIONS

Bailey Eldridge - Honorary Mayor Recognition

Mayor Waid presented Bailey Eldridge a certificate in recognition of his being an Honorary Mayor at tonight's meeting.

PARKER CHAMBER OF COMMERCE UPDATES

Dennis Houston gave an update on the Chamber of Commerce activities. He reminded everyone that the Chamber will sponsor a Candidate Forum on Wednesday, October 17 at the PACE Center from 6:00 to 8:00 P.M.

PUBLIC COMMENTS

- Corey Guildner, 9539 Huggins Ct., stated that he wanted to revisit the Parker Tap House. He stated that this item was extended many times and the closing date could be September 19 if they received a purchase sales agreement. He would like to have his team meet with Town Council.
- Rich Anders, 9539 Huggins Ct., stated that he will be working with Corey Guildner as a distiller. People who want to create their own blend of bourbon and rye will help draw people to Parker. He asked for mercy for Corey Guildner and his wife.
- Mike Petersen, 10219 Parkglenn Way, asked that parking on Parkglenn be amended to have parking on the residential side. If they park on the business side, it limits the parking available for the businesses.
- Terry Dodd, 14500 Marborough, suggested that moving the parking back from egress/ingress would be much safer.

REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL

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

CONSENT AGENDA

- A. *APPROVAL OF MINUTES - August 29 and September 4, 2018*
- B. *ORDINANCE NO. 9.54.2 - First Reading*
A Bill for an Ordinance to Approve the Third Amended and Restated Establishing Contract for the E-470 Public Highway Authority
- Department: Town Attorney, Jim Maloney*
Second Reading: October 1, 2018
- C. *ORDINANCE NO. 3.01.115 - First Reading*
A Bill for an Ordinance to Amend Section 13.04.210 of the Parker Municipal Code Concerning Temporary Structures and Uses
- Department: Town Attorney, Jim Maloney*
Second Reading: October 1, 2018

D. *ORDINANCE NO. 5.74.2 - First Reading*

A Bill for an Ordinance to Amend Section 6.06.050 and Section 6.06.100 of the Parker Municipal Code Concerning Unlawful Acts and Penalties Related to Stage 1 and Stage 2 Fire Bans

Department: Town Attorney, Jim Maloney

Second Reading: October 1, 2018

E. *ORDINANCE NO. 1.519 - 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: October 1, 2018

F. *RESOLUTION NO. 18-062*

A Resolution Accepting the Conveyance of a Traffic Signal Easement from ENT Credit Union for a Parcel of Land Being a Part of Lot 4C, Crown Point Filing No. 1, 20th Amendment

Department: Engineering and Public Works, Alex Mestdagh

G. *CONTRACTS ABOVE \$100,000*

1. *2018 Townwide Concrete Replacement Program - CIP 18-005 - Contract Modification*

Amount: \$190,000

Contractor: Norra Concrete Construction Corporation

Department: Engineering/Public Works, John Mounier

2. *Chambers Road Median Improvement Project (CIP 18-020)*

Amount: \$353,831.75

Contractor: Goodland Construction, Inc.

Department: Engineering/Public Works, Tom Gill

Joshua Rivero moved and Amy Holland seconded to approve Consent Agenda Items 6A through 6G with the exception of 6C and 6D.

The motion was approved unanimously.

Joshua Rivero moved and Josh Martin seconded to approve Consent Agenda Items 6C and 6D with the second reading changed to October 15, 2018.

The motion was approved unanimously.

PUBLIC HEARINGS

PINE BLUFFS SHOPPING CENTER ASSISTANCE PROGRAM AGREEMENT

Applicant: Pine Bluffs Investors, LLC
Location: Northeast corner of Parker Road and Hess Road
Department: Economic Development, Matt Carlson

Koelbel and Company, through its subsidiary Pine Bluffs Investors, LLC, is planning the commercial development of an 11.5-acre parcel. Koelbel has submitted a request for financial assistance in the amount of \$2.2 million to offset a portion of the development and infrastructure costs of this project. The request for assistance meets all threshold criteria of Chapter 4.10 of the Parker Municipal Code. This project will consist of six retail buildings, a free-standing medical office building and a free-standing Emergency Department building with a combined gross floor area of approximately 65,000 square feet. An additional 6.5 acres adjacent to the development is currently owned by Kaiser Permanente and is planned for an approximate 50,000 square foot medical office building at some point in the future.

The Pine Bluffs commercial project meets the following goals of the Shopping Center Assistance Program:

- Development of a high quality retail supported commercial center
- Represents retail diversity
- Represents diversity of jobs and employment opportunities
- Develops public or quasi-public improvements associated with the project
- Creates new sales tax

The inclusion of medical facilities and office space further activates the overall development as well as adding much needed office space in the Town.

Applicant

The applicant was available for questions.

Public Comment

Heather (?) asked Council to consider this to be a busy center for high school students if there is food service.

The Public Hearing was closed at 7:54 P.M.

Tom Williams, Engineering/Public Works Director, advised that any site plan for restaurants, etc., go through a final review plan and they have to meet minimum standards for access and

everyone will be safe using this area.

Joshua Rivero moved to approve the Shopping Center Assistance Program Agreement with Pine Bluffs Investors, LLC.

Amy Holland seconded the motion.

The motion was approved unanimously.

ORDINANCES

A. ORDINANCE NO. 1.516 - Second Reading

A Bill for an Ordinance to Indemnify the Mayor, Town Council, Town Employees and Town Appointed Officials Against Pending and Threatened Legal Action by Vista South, LLC, and Mountain Waste-South Metro LLC

Department: Town Attorney, Jim Maloney

Section 15.18 of the Home Rule Charter for the Town of Parker provides that the Town Council may by ordinance indemnify the Mayor, Town Council, Town employees and Town appointed officials concerning threatened or pending civil actions. The purpose of this ordinance is to indemnify the Mayor, Town Council, Town employees and Town appointed officials concerning any and all pending and threatened claims asserted in the Hearing Brief and the Douglas County District Court Case described in the ordinance, or as may be asserted in the future, to the fullest extent allowed by Section 15.18 of the Home Rule Charter for the Town of Parker.

Public Comment - None

Amy Holland moved to approve Ordinance No. 1.516 on second reading.

Debbie Lewis seconded the motion.

The motion was approved unanimously.

B. ORDINANCE NO. 1.517 - Second Reading

A Bill for an Ordinance to Approve the Memorandum of Understanding Regarding the Douglas County Subregional Transportation Forum By and Among the Following Agencies: City of Aurora, City of Castle Pines, City of Littleton, City of Lone Tree, Town of Castle Rock, Town of Larkspur, Town of Parker and Douglas County

Department: Engineering/Public Works, Chris Hudson

The purpose of this Memorandum of Understanding (MOU) between the Douglas County governments concerns the creation of the Douglas County Subregional Forum (Forum). This Forum will be used to coordinate transportation planning and funding requests as part of the

Denver Regional Council of Governments (DRCOG) Transportation Improvement Program (TIP) process.

The "Dual Model" created by DRCOG does establish certainty that TIP funding will be allocated to Douglas County which has not always been the case in the past. This certainty is a benefit to Douglas County. The creation of the Forum does not currently have financial impacts to the Town. TIP funds are typically Federal in nature and come with a long list of requirements. The long-term financial impacts depends on whether the Town receives funding for projects and the type of project, but generally the financial impacts of transportation projects can be lessened with partial Federal funding.

Public Comment - None

Josh Martin moved to approve Ordinance No. 1.517 on second reading.

John Diak seconded the motion.

The motion was approved unanimously.

C. ORDINANCE NO. 1.466.4- Second Reading

A Bill for an Ordinance to Amend Section 2.3 of the Town of Parker Personnel Manual Concerning Employment of Relatives/Nepotism

Department: Human Resources, Tamara Dixon

Upon review of the current nepotism policy, revisions are being proposed to align it with current industry best practices. The policy, as written, adversely affects applicants related to employees in the IT, Finance, and Human Resources departments applying for positions in the Town and also limits the Town's recruitment efforts by making relatives of department directors ineligible for employment with the Town.

Public Comment - None

Joshua Rivero moved to approve Ordinance No. 1.466.4 on second reading.

Debbie Lewis seconded the motion.

The motion was approved unanimously.

D. ORDINANCE NO. 9.277 - Second Reading

A Bill for an Ordinance to Approve the Intergovernmental Agreement Between the Town of Parker and Stonegate Village Metropolitan District Regarding Public Improvements Security

Department: Engineering/Public Works, Chris Hudson

The proposed ordinance approves an Intergovernmental Agreement (IGA) between the Town of Parker and the Stonegate Village Metropolitan District (SVMD) regarding the elimination of the

public improvements security requirements. This proposed change is in the best interest of both the Town of Parker and Stonegate Village Metropolitan District by reducing costs of projects.

Public Comment -- None

Debbie Lewis moved to approve Ordinance No. 9.277 on second reading

Amy Holland seconded the motion.

The motion was approved unanimously.

E. ORDINANCE NO. 5.28.23- Second Reading

A Bill for an Ordinance to Amend Various Sections of Title 5, Section 6.02.020, Section 8.08.010, Section 11.17.020, Section 13.13.010, and Section 13.13.020 of the Parker Municipal Code Concerning Alcohol Beverages and Marijuana

Department: Town Attorney, Jim Maloney

The Colorado General Assembly revised the Colorado Liquor Code, which will require modifications to the Parker Municipal Code by October 1, 2018. The Code needs to be amended to conform with the provisions of the Colorado General Assembly's passage of the "Department of Revenue Activities Regulation Act". This Act moves numerous sections of Title 12 of the Colorado Revised Statutes into a new Title 44 of the Colorado Revised Statutes. Currently, the Parker Municipal Code references Title 12 and not the new Title 44. As a result, the Parker Municipal Code needs to be amended by October 1, 2018, to reflect these changes.

Additionally, the ordinance would add a new "Art Gallery Permit" as an authorized liquor license under the Parker Municipal Code.

Public Comment - None

Debbie Lewis moved to approve Ordinance No. 5.28.23 on second reading.

Amy Holland seconded the motion.

The motion was approved unanimously.

F. ORDINANCE NO. 1.518 - Second Reading

A Bill for an Ordinance to Approve the Memorandum of Understanding Household Chemical Roundup Program Between Tri-County Health Department, the District Public Health Agency of the Counties of Adams, Arapahoe and Douglas, Colorado, and the Town of Parker

Department: Engineering/Public Works, Jacob James

Tri-County Health desires to formalize the understanding of the Town's participation in the annual household chemical roundup events in Douglas County. Through financial participation with various governmental stakeholders, the Tri-County Health Department coordinates these events with one located in Parker. This Memorandum of Understanding

(MOU) acknowledges the Intergovernmental Agreement between Tri-County Health and Douglas County. This MOU also describes the Town's responsibilities and obligations related to the Parker event and the overall program.

The 2018 budget includes \$9,000 for household chemical roundup in the Interdepartmental Fund; the Stormwater Enterprise Fund will contribute \$1,878. The proposed budget request for 2019 will include line items from both of these funds for Council to consider.

Public Comment - None

Joshua Rivero moved to approve Ordinance No. 1.518 on second reading.

Debbie Lewis seconded the motion.

The motion was approved unanimously.

G. ORDINANCE NO. 9.278 - Second Reading

A Bill for an Ordinance Approving the Intergovernmental Agreement Between the Town of Parker, Colorado, and Reata Ridge Village Metropolitan District Nos. 1-2

Department: Town Attorney, Jim Maloney

The purpose of this ordinance is for Town Council to approve the updated Intergovernmental Agreement (the "IGA") between the Town and Reata Ridge Village Metropolitan District Nos. 1 and 2 (the "Districts"), as provided by Town Council in Resolution No. 17-014, Series of 2017 (the "Resolution").

Due to a scrivener's error in preparing the metes and bounds legal descriptions, Tract N of the Plat was not included in District No. 2, but rather was included in District No. 1.

The Service Plan was subsequently modified to amend the boundaries of District No. 2, reflecting Tract N as within the legal boundaries of District No. 2. The District has approved and executed the updated IGA.

Public Comment - None

Josh Martin moved to approve Ordinance No. 9.278 on second reading.

John Diak seconded the motion.

The motion was approved unanimously.

H. ORDINANCE NO. 1.477.2 - Second Reading**A Bill for an Ordinance to Approve the Second Amendment to Easement for Vehicle Parking and Other Use of Right-of-Way (Parker & Lincoln Development, LLC)****Department: Engineering/Public Works, Alex Mestdagh**

This item proposes to amend an Easement for Vehicle Parking and Other Use of Right-of-Way between the Town and Parker & Lincoln Development, LLC, for the Parker Keystone Development. This amendment proposes to revise the easement language to reflect the guardrail that was constructed within the easement area. The amendment proposes to add guardrail to the agreement as a permitted improvement within the easement area to ensure that its maintenance is the responsibility of the developer.

Public Comment - None

Amy Holland moved to approve Ordinance No. 1.477.2 on second reading.

Debbie Lewis seconded the motion.

The motion was approved unanimously.

The meeting was adjourned at 8:22 P.M.

Carol Baumgartner, Town Clerk

Mike Waid, Mayor



Request for Town Council Action

Date: October 1, 2018

Submitted By: Stacey Nerger, Associate Planner
Bryce Matthews, Planning Manager
John Fussa, Community Development Director

Reviewed By: Michelle Kivela, Town Administrator

Title: **RESOLUTION NO. 18-064**
A Resolution Finding Substantial Compliance of the Lincoln Professional Park Property's Annexation Petition with C.R.S. § 31-12-107 and Setting a Public Hearing on November 19, 2018, for the Purpose of Considering Said Annexation

Department: Community Development, Stacey Nerger

EXECUTIVE SUMMARY

The applicant, Equity Ventures Commercial Development L.L.C., proposes to annex and zone approximately 4.5 acres of land known as the Peaslee property into the Town of Parker. The property contains several small buildings and is located at the southeast corner of Lincoln Avenue and Dransfeldt Road. The applicant proposes to develop the property for future commercial use with the adjacent property to the east.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The applicant is a local developer that has been in discussions with the Town about assembling the Peaslee property with the adjacent property to the east that they already own for a commercial development. Their working name for the project is the Lincoln Professional Park. The applicant has submitted an annexation petition and a zoning application that are being processed concurrently. The proposed zoning is Modified Commercial that will permit a range of commercial uses.

The applicant has submitted the annexation petition in accordance with the Municipal Annexation Act of 1965 (the Act), Title 31, Article 12, Part 1, C.R.S., for incorporation into the

Town of Parker. The Town Clerk has referred the annexation petition to the Town Council as a communication. The Town Council is required, without undue delay, to take appropriate steps to determine if the annexation petition as filed is in substantial compliance with the Act. Additionally, under Section 13.04.250(c) of the Parker Municipal Code, the Town Council may:

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

As part of its review, Community Development staff has confirmed that the subject property is located within the Town of Parker's Urban Growth Area as described in the 2035 Master Plan and is planned for future commercial use which is consistent with the Parker 2035 Master Plan. Staff has also confirmed that the subject property is contiguous to the Town of Parker and satisfies the contiguity requirements of the Act. The proposal satisfies the requirements of the Act and is consistent with the Master Plan so the Town may proceed with annexation subject to review and approval by the Town Council.

The Town Council may adopt Resolution No. 18-064, Series of 2018, if they determine that the annexation petition substantially complies with the Act. The Resolution would also set a public hearing for November 19, 2018, to determine the eligibility of the unincorporated area described in the annexation petition to be incorporated into the Town as provided by State law.

FINANCIAL IMPACT

Future commercial use will be revenue positive

STRATEGIC GOAL(S)



ENHANCE ECONOMIC
VITALITY



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH

ATTACHMENTS

1. VicinityMap
2. Resolution No. 18-064

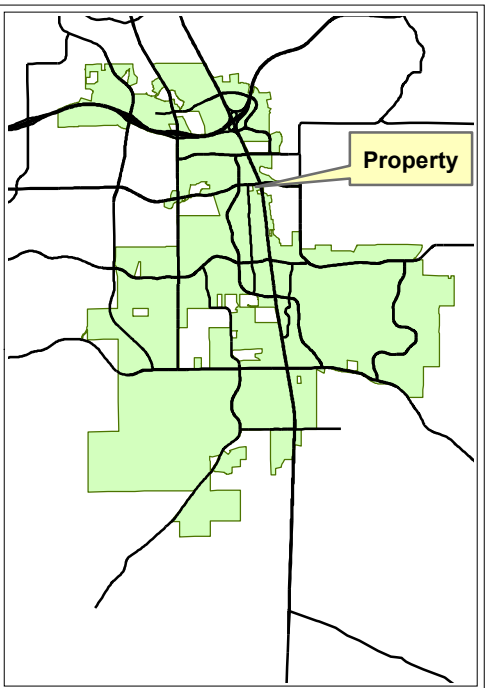
RECOMMENDED MOTION

I move to approve Resolution No. 18-064, as part of the consent agenda.

Lincoln Professional Park

Annexation

Annexation
Case No. ANX18-003



Legend
 Site
 Roads

Narrative:
Proposed annexation of approximately 4.5 acres from Dougals County into the Town of Parker.

Planner: Stacey Nerger
Hearing Schedules:

Town Council:
October 1, 2018



RESOLUTION NO. 18-064, Series of 2018

TITLE: A RESOLUTION FINDING SUBSTANTIAL COMPLIANCE OF THE LINCOLN PROFESSIONAL PARK PROPERTY'S ANNEXATION PETITION WITH C.R.S. § 31-12-107 AND SETTING A PUBLIC HEARING ON NOVEMBER 19, 2018, FOR THE PURPOSE OF CONSIDERING SAID ANNEXATION

WHEREAS, the Petitioner owns certain real property in Douglas County commonly known as the Lincoln Professional Park Property, which is described on attached **Exhibit A** (the "Real Property");

WHEREAS, the Petitioner submitted to the Town a Petition for Annexation (the "Annexation Petition") concerning the Real Property;

WHEREAS, pursuant to C.R.S. § 31-12-107, this Town Council, sitting as the governing body of the Town, shall determine whether the Annexation Petition is in substantial compliance with the requirements of C.R.S. § 31-12-107(1); and

WHEREAS, the Town Council of the Town of Parker, Colorado (the "Town"), has satisfied itself concerning the compliance for the Annexation Petition with the requirements of C.R.S. § 31-12-107(1) and must now proceed to consider the proposed annexation of the Real Property to and by the Town.

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

Section 1. The Annexation Petition for the proposed annexation of the Real Property into the Town substantially complies with the requirements of C.R.S. § 31-12-107(1).

Section 2. A public hearing on the eligibility of the Real Property to be annexed into the Town will be conducted on November 19, 2018, at the Town of Parker Town Hall, which is located at 20120 East Mainstreet, Parker, Colorado, 80138, to determine if the proposed annexation complies with C.R.S. §§ 31-12-104 and 31-12-105 or such part thereof as may be required to establish eligibility under the terms of Colorado Revised Statutes, Title 31, Article 12, Part 1, as amended, known as the Municipal Annexation Act of 1965, and the Constitution of the State of Colorado, Article II, Section 30, as amended.

Section 3. Any person may appear at such hearing and present evidence upon any matter to be determined by the Town Council.

RESOLVED AND PASSED this ____ day of _____, 2018.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

EXHIBIT A

Legal Description

Legal Description
Surveyed Parcel 1 - 11964 N. Dransfeldt Rd.

A parcel of land situated in the NW 1/4 of Section 15, T.6S., R.66W., of the 6th P.M., County of Douglas, State of Colorado, and being more particularly described as follows:

Commencing at the NW Corner of said Section 15;

Thence N89°29'00"E along the North Line of the NW 1/4 of said Section 15, a distance of 840.99 feet;

Thence S00°31'00"E a distance of 100.00 feet to a point on the Southerly R.O.W. Line of Lincoln Avenue and the **Point of Beginning**;

Thence N89°29'00"E along said Southerly R.O.W. Line, a distance of 370.91 feet;

Thence S02°18'55"E a distance of 465.52 feet to the Southwest Corner of a parcel of land described in deed recorded at Reception Number 2007093071);

Thence N84°08'31"E along the Southerly Line of said Parcel, a distance of 340.02 feet to the Northwest Corner of Lot 1B, Parker Professional Park First Amendment (Reception No. 8725509);

Thence along the Westerly Line of said Lot 1B and along a non-tangent curve to the right having a central angle of 00°07'33", a radius of 4841.00 feet, an arc length of 10.64 feet, a chord bearing of S10°46'39"E and a chord distance of 10.64 feet to the Northeast Corner of Lot 1, Block 1, E.T. Technologies Inc. Minor Development Plat (Reception No. 2002093991);

Thence S83°20'55"W along the Northerly Line of said Lot 1, Block 1, E.T. Technologies Inc. Minor Development Plat, a distance of 163.50 feet;

Thence S85°28'16"W along the Northerly Line of said Lot 1, a distance of 573.68 feet to a point on the Easterly R.O.W. Line of Dransfeldt Road;

Thence the Following seven (7) courses along the Easterly R.O.W. Line of Dransfeldt Road:

- 1) Thence N04°31'44"W a distance of 2.80 feet;
- 2) Thence along a curve to the right having a central angle of 02°16'04", a radius of 660.00 feet, an arc length of 26.12 feet, a chord bearing of N02°18'01"W and a chord distance of 26.12 feet;
- 3) Thence N01°12'11"W a distance of 165.71 feet to a point of curve;
- 4) Thence along a curve to the left having a central angle of 03°18'56", a radius of 740.00 feet, an arc length of 43.04 feet, a chord bearing of N02°52'10"W and a chord distance of 43.03 feet;
- 5) Thence N04°32'08"W a distance of 217.83 feet to a point of curve;
- 6) Thence along a curve to the right having a central angle of 93°20'02", a radius of 30.00 feet, an arc length of 48.87 feet, a chord bearing of N42°21'05"E and a chord distance of 43.64 feet;
- 7) Thence N03°34'21"W non-tangent to the last described curve, a distance of 14.86 feet to the **Point of Beginning**

Parcel Contains (196,366 Square Feet) 4.5079 Acres

Date prepared: April 30, 2010

Date of last revision: May 4, 2018

Prepared by: Charles N. Beckstrom, PLS No. 33202

for and on behalf of
Engineering Service Company
14190 East Evans Ave.
Aurora, Colorado 80014
Phone: 303-337-1393
cbeckstrom@engineeringserviceco.com





Request for Town Council Action

Date: October 1, 2018

Submitted By: Tyler Sandt, Development Review Engineer

Reviewed By: Michelle Kivela, Town Administrator

Title: **RESOLUTION NO. 18-065**
A Resolution Accepting the Conveyance of a Drainage Easement from Veterinary Property Management, LLC, for a Portion of Lot 4A, Cottonwood Commercial Filing No. 1, Amendment No. 5

Department: Engineering and Public Works, Tyler Sandt

EXECUTIVE SUMMARY

This item accompanies a resolution accepting the conveyance of a drainage easement covering drainage improvements proposed with the Site Plan for a portion of Lot 4A, Cottonwood Commercial Filing No.1, 5th amendment.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town's Stormwater criterion requires that drainage easements be dedicated over 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 4A, Cottonwood Commercial Filing No. 1, 5th Amendment. Since the drainage facilities are being constructed as part of a Site Plan process, and not a Plat, the easements need to be dedicated by a separate instrument.

FINANCIAL IMPACT

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

STRATEGIC GOAL(S)



PROMOTE A SAFE AND
HEALTHY COMMUNITY

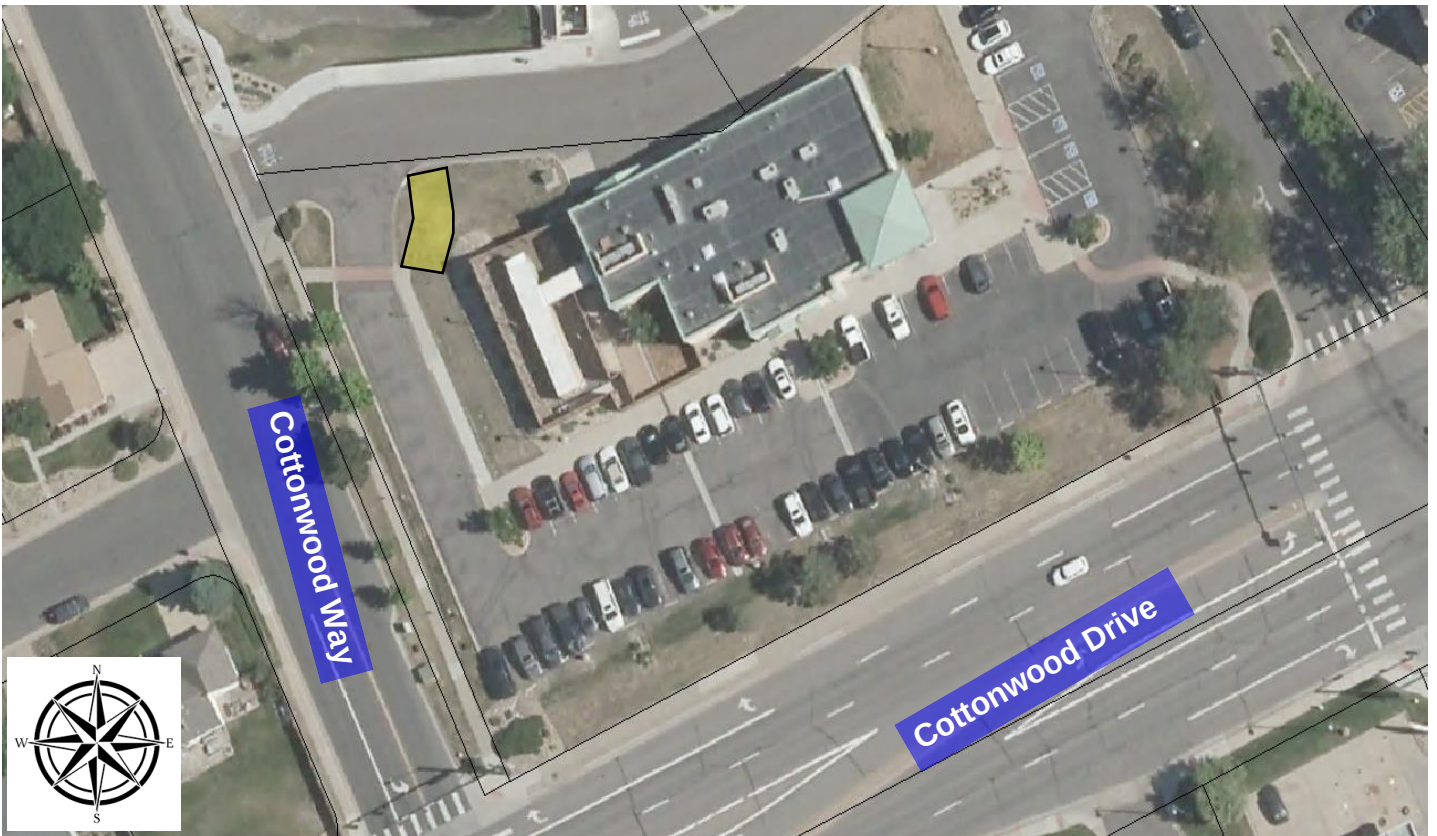
ATTACHMENTS

1. Vicinity Map
2. Resolution No. 18-065

RECOMMENDED MOTION

I move to approve Resolution No. 18-065, as part of the consent agenda.

Vicinity Map



RESOLUTION NO. 18-065, Series of 2018

TITLE: A RESOLUTION ACCEPTING THE CONVEYANCE OF A DRAINAGE EASEMENT FROM VETERINARY PROPERTY MANAGEMENT, LLC, FOR A PORTION OF LOT 4A, COTTONWOOD COMMERCIAL FILING NO. 1, AMENDMENT NO. 5

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 Veterinary Property Management, LLC, for a portion of Lot 4A, Cottonwood Commercial Filing No. 1, Amendment 5, 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 _____, 2018.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

EXHIBIT 1

DRAINAGE EASEMENT AGREEMENT

THIS DRAINAGE EASEMENT AGREEMENT (the "Easement Agreement") is dated this _____ day of _____, 2018, by Veterinary Property Management, LLC, a Colorado Limited Liability Company, having an address at 17701 Cottonwood Drive, Parker Colorado, 80134 (the "Grantor"), and the Town of Parker, a Colorado home rule municipality, having an address of 20120 East Mainstreet, Parker, Colorado 80138 (the "Grantee").

WHEREAS, the Grantee desires to acquire an easement for the purpose of the maintenance of a drainage pipe and appurtenant drainage facilities on and through the property more particularly described and depicted in **Exhibit A** (the "Easement Property"), attached hereto and incorporated herein by this reference; and

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

NOW, THEREFORE, for good and valuable consideration by the Grantee to the Grantor, the covenants of the Grantee herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant, and for and in consideration of the easement rights herein granted and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantee does hereby covenant and agree as follows:

1. Grant of Easement. The Grantor does hereby grant and convey unto the Grantee, its successors, assigns, lessees, licensees and agents, an easement under and through the Easement Property, for the purpose of providing the maintenance of a drainage pipe and appurtenant drainage facilities. The Grantee shall also have the specific rights of ingress and egress, consistent with this Easement Agreement, for the construction, reconstruction, operation and maintenance of a drainage pipe and appurtenant drainage facilities, consistent with the easement provided herein. Subject to the other terms and conditions of this Easement Agreement, the Grantee shall also have the right to remove impediments to operation and maintenance of the Easement Property such as trees, asphalt and sidewalks. Grantee further agrees all construction, reconstruction, operation, maintenance, removal and any other activities which disturb the Easement Property will be coordinated with the Grantor so as to minimize any disruption to the Grantor's property.

2. Unencumbered Title. The Grantor warrants that the Easement Property granted herein is granted free and clear of all liens and encumbrances.

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 the Grantee shall have the right to maintain the Easement Property in the event the Grantee, in its sole discretion, determines to enter the Easement Property for the operation and/or maintenance of the Easement Property 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 the Grantor fails to adequately maintain the drainage facilities located within the Easement Property, and within fourteen (14) days after the date of written notice from the Grantee, fails to correct the maintenance problem, or fails to begin to clean, cure or correct such problem within fourteen (14) days if such problem cannot be reasonably cleaned, cured or corrected within fourteen (14) days, and fails to diligently prosecute such cleaning, cure or correction to completion, then the Grantee may do so as provided herein. Notwithstanding the foregoing, the Grantee may, in the event of an emergency, as determined by the Grantee in its sole discretion, clean, cure or correct any damage caused by the 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 the Grantor fails to reimburse the Grantee for the cost of such maintenance, within thirty (30) days after receipt of an invoice from the 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 County Treasurer and collected in the same manner as other taxes are collected. The Grantor further agrees that the 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 said easements and said land. 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 the Grantee. The Grantee hereby represents, covenants and warrants in favor of the Grantor, and its successors and assigns, as follows:

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

b. The 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 the Grantor.

6. Retained Rights. The 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.

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

**GRANTOR: VETERINARY PROPERTY
MANAGEMENT, LLC**

Adam Rosenberg, DVM, Group President

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by Adam Rosenberg, DVM, as Group President of Veterinary Property Management, LLC, a Colorado Limited Liability Company.

My commission expires: _____

(S E A L)

Notary Public

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

GRANTEE: TOWN OF PARKER

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

EXHIBIT "A"

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 6 SOUTH,
RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN,
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

SHEET 1 OF 2

A PARCEL OF LAND OVER AND ACROSS A PORTION OF LOT 4A, COTTONWOOD COMMERCIAL FILING NO. 1, AMENDMENT NO. 5, AS DESCRIBED IN THE RECORDS OF DOUGLAS COUNTY, RECORDED ON MAY 16, 2003 AT REC. NO. 2003073920, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING THE WESTERLY LINE OF SAID LOT 4A TO BEAR NORTH 26°27'56" WEST, A DISTANCE OF 233.35 FEET BETWEEN THE SOUTHWEST CORNER AND THE NORTHWEST CORNER OF SAID LOT 4A AS PER THE PLAT OF COTTONWOOD COMMERCIAL FILING NO. 1, 5TH AMENDMENT, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 4A; THENCE SOUTH 61°49'50" EAST, A DISTANCE OF 73.72 FEET TO THE POINT OF BEGINNING; THENCE NORTH 18°32'05" EAST, A DISTANCE OF 16.07 FEET TO A POINT OF CURVATURE; THENCE 13.33 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 17.50 FEET, AN INCLUDED ANGLE OF 43°38'24" AND SUBTENDED BY A CHORD BEARING NORTH 03°17'07" WEST, A DISTANCE OF 13.01 FEET; THENCE NORTH 25°06'19" WEST, A DISTANCE OF 3.66 FEET TO A POINT OF NON-TANGENCY; THENCE 12.74 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET, AN INCLUDED ANGLE OF 36°30'07" AND SUBTENDED BY A CHORD BEARING NORTH 61°07'17" EAST, A DISTANCE OF 12.53 FEET; THENCE NORTH 79°22'20" EAST, A DISTANCE OF 2.58 FEET; THENCE SOUTH 25°06'19" EAST, A DISTANCE OF 3.84 FEET TO A POINT OF CURVATURE; THENCE 24.75 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 32.50 FEET, AN INCLUDED ANGLE OF 43°38'24" AND SUBTENDED BY A CHORD BEARING SOUTH 03°17'07" EAST, A DISTANCE OF 24.16 FEET; THENCE SOUTH 18°32'05" WEST, A DISTANCE OF 16.07 FEET; THENCE NORTH 71°27'55" WEST, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 596 SQ.FT., MORE OR LESS.

I, JOHN B. GUYTON, A LAND SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY STATE FOR AND ON BEHALF OF FLATIRONS, INC., THAT THIS PARCEL DESCRIPTION AND ATTACHED EXHIBIT, BEING MADE A PART THEREOF, WERE PREPARED BY ME OR UNDER MY RESPONSIBLE CHARGE AT THE REQUEST OF THE CLIENT AND IS NOT INTENDED TO REPRESENT A MONUMENTED LAND SURVEY OR SUBDIVIDE LAND IN VIOLATION OF STATE STATUTE.

JOHN B. GUYTON
COLORADO P.L.S. #16406
CHAIRMAN/CEO, FLATIRONS, INC.
FSI JOB NO. 18-71,614



JOB NUMBER: 18-71,614
DRAWN BY: J. KUBE
DATE: 07-20-2018

THIS IS NOT A "LAND SURVEY PLAT" OR "IMPROVEMENT SURVEY PLAT" AND THIS EXHIBIT IS NOT INTENDED FOR PURPOSES OF TRANSFER OF TITLE OR SUBDIVISIONS OF LAND. RECORD INFORMATION SHOWN HEREON IS BASED ON INFORMATION PROVIDED BY CLIENT.

Flatirons, Inc.
Surveying, Engineering & Geomatics



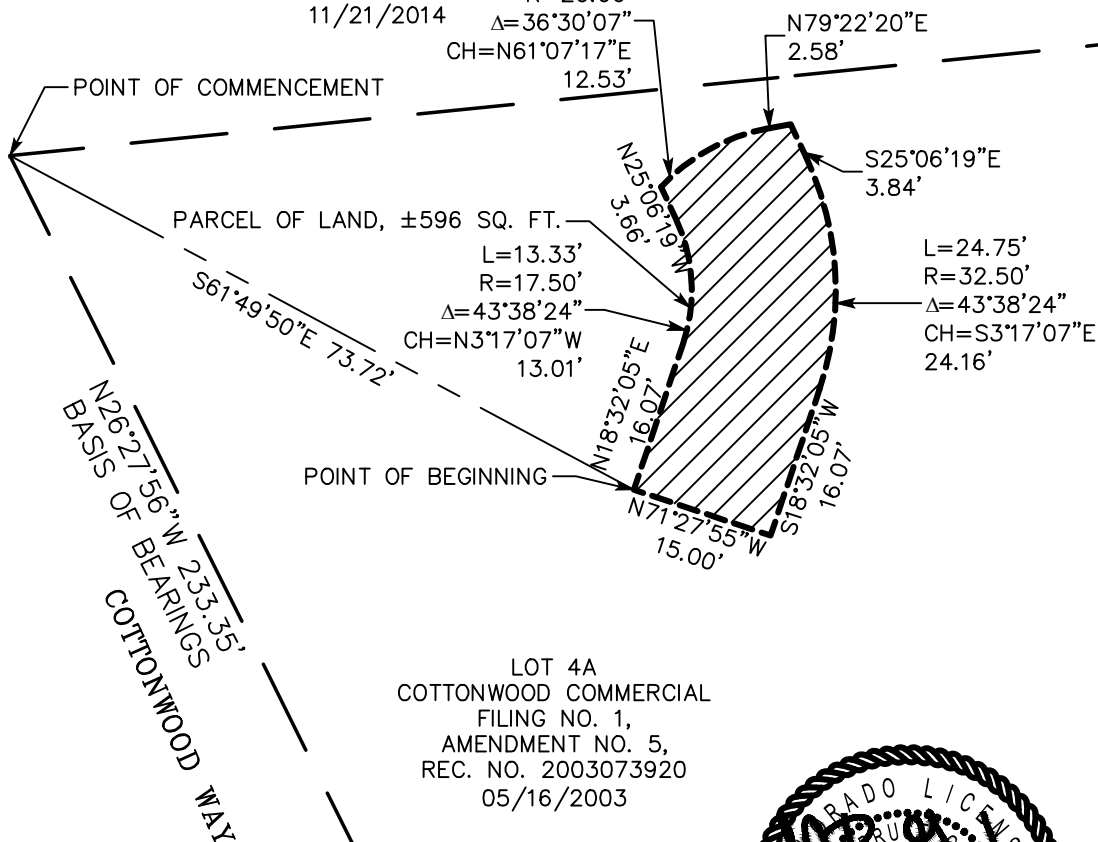
3825 IRIS AVE, STE 395
BOULDER, CO 80301
PH: (303) 443-7001
FAX: (303) 443-9830
www.FlatironsInc.com

EXHIBIT "A"

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 6 SOUTH,
RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN,
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

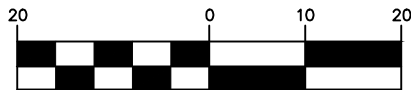
SHEET 2 OF 2

LOT 2
COTTONWOOD COMMERCIAL
FILING NO. 1,
AMENDMENT NO. 8, L=12.74'
REC. NO. 2014068104 R=20.00'
11/21/2014 $\Delta=36^{\circ}30'07''$
CH=N61°07'17"E 12.53'



LOT 4A
COTTONWOOD COMMERCIAL
FILING NO. 1,
AMENDMENT NO. 5,
REC. NO. 2003073920
05/16/2003

GRAPHIC SCALE



(IN FEET)
1 inch = 20 ft.

JOB NUMBER: 18-71,614
DRAWN BY: J. KUBE
DATE: 07-20-2018

THIS IS NOT A "LAND SURVEY PLAT" OR "IMPROVEMENT SURVEY PLAT" AND THIS EXHIBIT IS NOT INTENDED FOR PURPOSES OF TRANSFER OF TITLE OR SUBDIVISIONS OF LAND. RECORD INFORMATION SHOWN HEREON IS BASED ON INFORMATION PROVIDED BY CLIENT.



Flatirons, Inc.

Surveying, Engineering & Geomatics



3825 IRIS AVE, STE 395
BOULDER, CO 80301
PH: (303) 443-7001
FAX: (303) 443-9830

www.FlatironsInc.com



Request for Town Council Action

Date: October 1, 2018

Submitted By: Tyler Sandt, Development Review Engineer

Reviewed By: Michelle Kivela, Town Administrator

Title: **RESOLUTION NO. 18-066**
A Resolution Accepting the Conveyance of a Drainage Easement from Sinclair Oil Corporation for a Part of Lot 5, Robinson Ranch Filing No. 2, Second Amendment

Department: **Engineering and Public Works, Tyler Sandt**

EXECUTIVE SUMMARY

This item accompanies a resolution accepting the conveyance of a drainage easement covering drainage improvements proposed with the Site Plan for a portion of Lot 5, Robinson Ranch Filing No. 2, Second Amendment.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town's Stormwater criterion requires that drainage easements be dedicated over 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 5, Robinson Ranch Filing No. 2, Second Amendment. Since the drainage facilities are being constructed as part of a Site Plan process, and not a Plat, the easements need to be dedicated by a separate instrument.

FINANCIAL IMPACT

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

STRATEGIC GOAL(S)



**PROMOTE A SAFE AND
HEALTHY COMMUNITY**

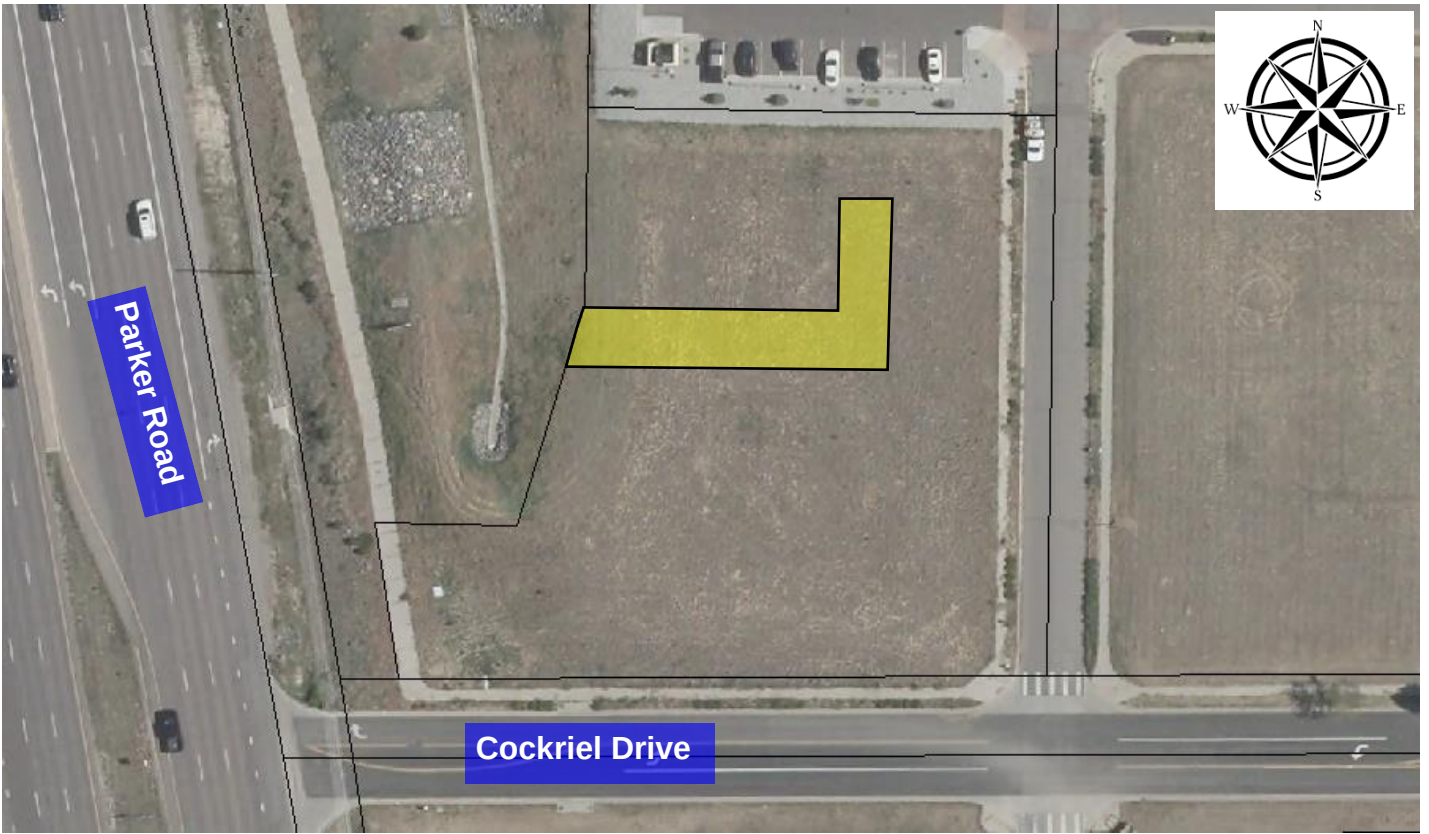
ATTACHMENTS

1. Vicinity Map
2. Resolution No. 18-066

RECOMMENDED MOTION

I move to approve Resolution No. 18-066, as part of the consent agenda.

Vicinity Map



RESOLUTION NO. 18-066, Series of 2018

TITLE: A RESOLUTION ACCEPTING THE CONVEYANCE OF A DRAINAGE EASEMENT FROM SINCLAIR OIL CORPORATION FOR A PART OF LOT 5, ROBINSON RANCH FILING NO. 2, SECOND AMENDMENT

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 Sinclair Oil Corporation for a part of Lot 5, Robinson Ranch Filing No. 2, Second Amendment, 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 _____, 2018.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

EXHIBIT 1

DRAINAGE EASEMENT AGREEMENT

THIS DRAINAGE EASEMENT AGREEMENT (the "Easement Agreement") is dated this _____ day of _____, 2018, by Sinclair Oil Corporation, a Wyoming corporation, having an address at 550 E South Temple, Salt Lake City, Utah (the "Grantor"), and the Town of Parker, a Colorado home rule municipality, having an address of 20120 East Mainstreet, Parker, Colorado 80138 (the "Grantee").

WHEREAS, the Grantee desires to acquire an easement for the purpose of the maintenance of a drainage pipe and appurtenant drainage facilities on and through the property more particularly described and depicted in **Exhibit A** (the "Easement Property"), attached hereto and incorporated herein by this reference; and

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

NOW, THEREFORE, for good and valuable consideration by the Grantee to the Grantor, the covenants of the Grantee herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant, and for and in consideration of the easement rights herein granted and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantee does hereby covenant and agree as follows:

1. Grant of Easement. The Grantor does hereby grant and convey unto the Grantee, its successors, assigns, lessees, licensees and agents, an easement under and through the Easement Property, for the purpose of providing the maintenance of a drainage pipe and appurtenant drainage facilities. The Grantee shall also have the specific rights of ingress and egress, consistent with this Easement Agreement, for the construction, reconstruction, operation and maintenance of a drainage pipe and appurtenant drainage facilities, consistent with the easement provided herein. Subject to the other terms and conditions of this Easement Agreement, the Grantee shall also have the right to remove impediments to operation and maintenance of the Easement Property such as trees, asphalt and sidewalks. The Grantee further agrees all construction, reconstruction, operation, maintenance, removal and any other activities which disturb the Easement Property will be coordinated with the Grantor so as to minimize any disruption to Grantor's property.

2. Unencumbered Title. The Grantor warrants that the Easement Property granted herein is granted free and clear of all liens and encumbrances.

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 the Grantee shall have the right to maintain the Easement Property in the event the Grantee, in its sole discretion, determines to enter the Easement Property for the operation and/or maintenance of the Easement Property 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 the Grantor fails to adequately maintain the drainage facilities located within the Easement Property, and within fourteen (14) days after the date of written notice from the Grantee, fails to correct the maintenance problem, or fails to begin to clean, cure or correct such problem within fourteen (14) days if such problem cannot be reasonably cleaned, cured or corrected within fourteen (14) days, and fails to diligently prosecute such cleaning, cure or correction to completion, then the Grantee may do so as provided herein. Notwithstanding the foregoing, the Grantee may, in the event of an emergency, as determined by the Grantee in its sole discretion, clean, cure or correct any damage caused by the 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 the 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 the Grantor fails to reimburse the Grantee for the cost of such maintenance, within thirty (30) days after receipt of an invoice from the 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 County Treasurer and collected in the same manner as other taxes are collected. The Grantor further agrees that the 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 said easements and said land. 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 the Grantee. The Grantee hereby represents, covenants and warrants in favor of the Grantor, and its successors and assigns, as follows:

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

b. The 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.

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

GRANTOR: SINCLAIR OIL CORPORATION

By: S & S Fuels Holdings, LLC, its manager

Preet S. Puri, President

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by Preet S. Puri, President of S & S Fuels Holdings, LLC, as manager of Sinclair Oil Corporation.

My commission expires: _____

(S E A L)

Notary Public

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

GRANTEE: TOWN OF PARKER

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

EXHIBIT "A"

DRAINAGE EASEMENT

LEGAL DESCRIPTION:

A PARCEL OF LAND SITUATED IN THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 34, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M., BEING A PART OF LOT 5, ROBINSON RANCH FILING NO. 2, SECOND AMENDMENT AS RECORDED IN THE OFFICE OF THE CLERK & RECORDER OF DOUGLAS COUNTY SEPTEMBER 24, 2010 AT RECEPTION NO. 2010061350, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 5 WHENCE THE NORTHEAST CORNER OF SAID LOT 5 BEARS NORTH 90° 00' 00" EAST, SAID LINE FORMING THE BASIS OF BEARINGS FOR THIS DESCRIPTION;

THENCE ALONG THE WESTERLY BOUNDARY OF SAID LOT 5 THE FOLLOWING TWO (2) COURSES:

THENCE SOUTH 00° 00' 00" EAST, A DISTANCE OF 84.08 FEET;

THENCE SOUTH 16° 38' 06" WEST, A DISTANCE OF 9.22 FEET TO THE TRUE POINT OF BEGINNING;

THENCE DEPARTING FROM SAID WESTERLY BOUNDARY AND THROUGH SAID LOT 5 THE FOLLOWING SEVEN (7) COURSES:

1. SOUTH 82° 50' 12" EAST, A DISTANCE OF 10.95 FEET;
2. NORTH 90° 00' 00" EAST, A DISTANCE OF 127.19 FEET;
3. NORTH 00° 00' 00" WEST, A DISTANCE OF 69.51 FEET;
4. NORTH 90° 00' 00" EAST, A DISTANCE OF 25.00 FEET;
5. SOUTH 00° 00' 00" EAST, A DISTANCE OF 94.51 FEET;
6. SOUTH 90° 00' 00" WEST, A DISTANCE OF 153.76 FEET;
7. NORTH 82° 50' 12" WEST, A DISTANCE OF 16.68 FEET TO A POINT ON SAID WESTERLY BOUNDARY;

THENCE ALONG SAID WESTERLY BOUNDARY NORTH 16° 38' 06" EAST, A DISTANCE OF 25.35 FEET TO THE POINT OF BEGINNING;

CONTAINING 5907.5 SQUARE FEET (0.136 ACRES) MORE OR LESS.

DATE PREPARED: 06.19.2018

PREPARED BY: RY P. RUSK, PLS NO 38226

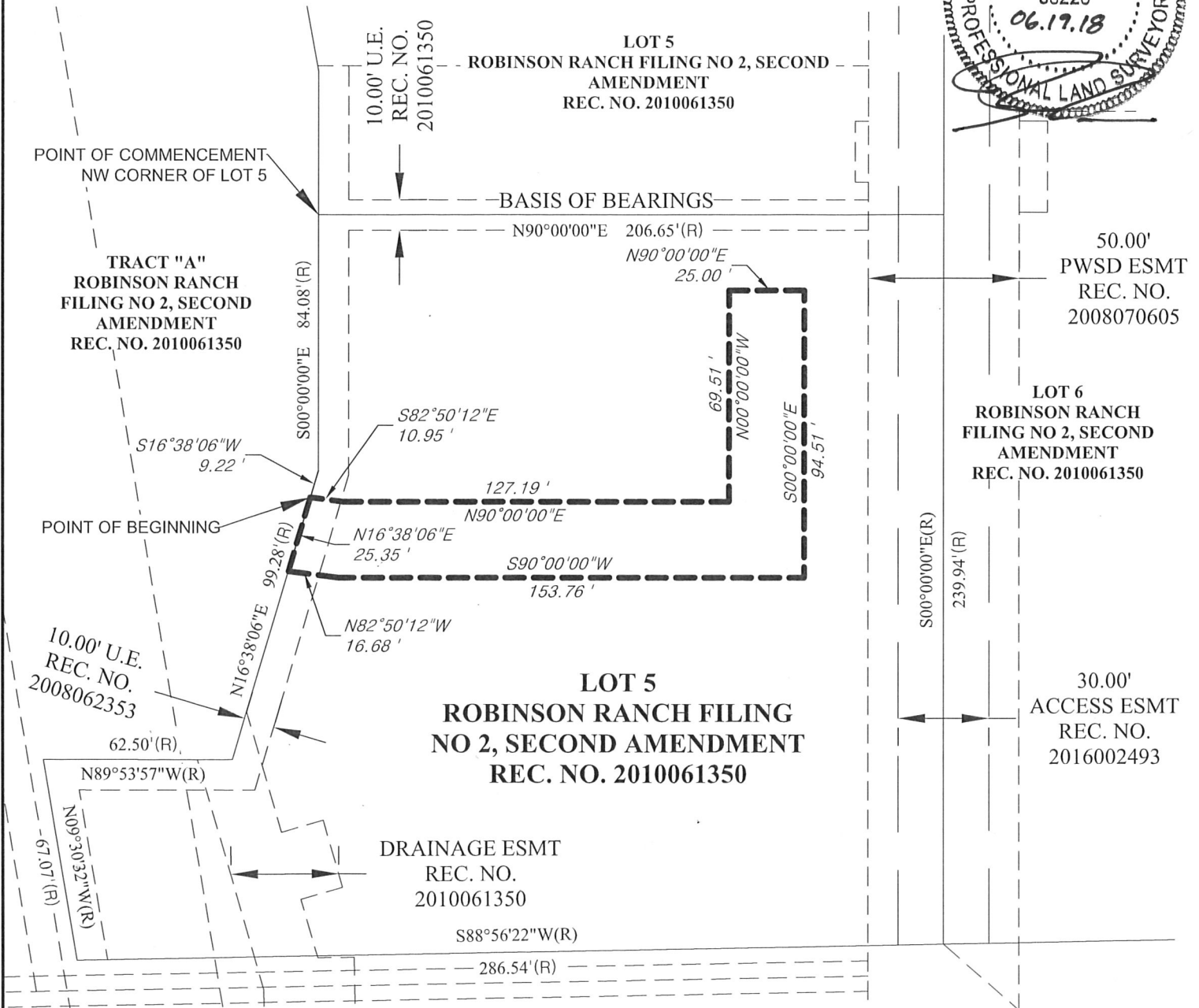
FOR AND ON BEHALF OF
FORESIGHT WEST SURVEYING, INC.

4955 IRIS STREET

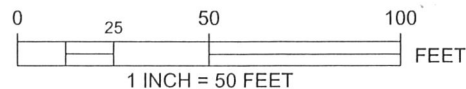
WHEAT RIDGE, CO 80033



ILLUSTRATION FOR EXHIBIT "A"



PARCEL CONTAINS 5907.5 SQ. FT. (0.136 AC) MORE OR LESS



FWS FORESIGHT WEST
SURVEYING INC.

TOWN OF PARKER

Compiled By: Rusk
Checked By: Scott
Scale: 1 Inch = 50 Feet
Job Number: 2016127
Date: 06.19.2018

Note: this exhibit does not represent a monumented survey. It is only intended to depict the attached description.

DRAINAGE EASEMENT

A PART OF LOT 5, ROBINSON RANCH FILING NO. 2,
SECOND AMENDMENT

SITUATED IN THE NE $\frac{1}{4}$ OF THE NE $\frac{1}{4}$ OF SECTION 34,
TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF
COLORADO



Request for Town Council Action

Date: October 1, 2018

Submitted By: Jim Maloney, Town Attorney

Reviewed By: Michelle Kivela, Town Administrator

Title: **RESOLUTION NO. 18-067**
A Resolution Opposing "Amendment 74," Which is an Attempt to Amend the Colorado Constitution to Drastically Limit State and Local Government Services at a High Cost to Taxpayers

Department: Town Attorney, Jim Maloney

EXECUTIVE SUMMARY

Colorado Revised Statutes §1-45-117(1)(b)(III)(A)(B) of the Fair Campaign Practices Act explicitly provides that the Town Council of the Town of Parker is not prohibited from taking a position of advocacy concerning any statewide ballot issue by passing a resolution and reporting the passage of or distributing such resolution through established customary means used by the Town for distribution information to the public. The purpose of the attached resolution is to oppose “Amendment 74,” which is a statewide ballot issue that seeks to amend the Constitution of the State of Colorado in a manner that would significantly expose state and local governments to excessive litigation and liability, and to authorize Town staff to report the passage of and distribution of this resolution through established customary means used by the Town for distribution information to the public.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Colorado was granted statehood in 1876. One year later, the people of the State of Colorado approved the state constitution, which included Article II, Section 15, which is part of the bill of rights for the State of Colorado. This section of the constitution provides that “(p)ivate property shall not be taken, or damaged, for public or private use, without just compensation.” There are reported court cases dating back to 1892 that have applied this section of the state constitution.

Recently, Initiative Petition 108 or “Just Compensation for Reduction in Fair Market Value by

Government Law or Regulation” was certified for the November ballot as Amendment 74. This ballot amendment would modify the language quoted above to provide: “(p)ivate property shall not be taken, or damaged, OR REDUCED IN FAIR MARKET VALUE BY GOVERNMENT LAW OR REGULATION for public or private use, without just compensation.” The addition of these eleven (11) words will turn Article II, Section 15, and over 100 years of case law, on its head. As recently explained by the Colorado Municipal League, “(t)he expansive language of the initiative will significantly cost local governments (as well as the state) and more importantly your taxpayers, when any number of decisions are made, like: zoning; land use; liquor, marijuana, and other forms of licensing; code enforcement; affordable housing initiatives; environmental protection (especially when mandated by state or federal regulation); urban renewal and redevelopment; prohibitions of undesirable uses such as an adult entertainment business in a neighborhood; right to farm ordinances; moratoria on certain industrial uses.” The approval of Amendment 74 will result in excessive legal costs to the Town from lawsuits and payouts to individual property owners, the cost of which will be borne by Parker taxpayers, which will have a crippling effect on the ability of the Town to provide the most basic of services to its residents.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)



ATTACHMENTS

1. Resolution No. 18-067

RECOMMENDED MOTION

I move to approve Resolution No. 18-067, as part of the consent agenda.

RESOLUTION NO. 18-067, Series of 2018

TITLE: A RESOLUTION OPPOSING “AMENDMENT 74,” WHICH IS AN ATTEMPT TO AMEND THE COLORADO CONSTITUTION TO DRASTICALLY LIMIT STATE AND LOCAL GOVERNMENT SERVICES AT A HIGH COST TO TAXPAYERS

WHEREAS, local government services are essential to the residents of the Town of Parker;

WHEREAS, Amendment 74 has been written by certain out-of-state corporate interests to change the text of the Colorado Constitution, Article II, Section 15, which dates back to 1876 and threatens basic governmental services;

WHEREAS, Amendment 74 declares that any state or local government law or regulation that “reduces” the “fair market value” of a private parcel is subject to “just compensation;”

WHEREAS, while Amendment 74 is shrouded in simple language, it has far reaching and complicated impacts;

WHEREAS, under the current Colorado Constitution, a property owner already has the right to seek compensation from state or local governments;

WHEREAS, Amendment 74 would expand this well-established concept by requiring the government, *i.e.*, the taxpayers, to compensate private property owners for virtually any decrease whatsoever in the fair market value of their property traceable to any government law or regulation;

WHEREAS, Amendment 74 would create uncertainty because it is not clear what the language actually means or how it can be applied;

WHEREAS, Amendment 74 would severely limit the ability of Colorado’s state and local governments to do anything that might indirectly, unintentionally, or minimally affect the fair market value of any private property;

WHEREAS, Amendment 74 would drastically diminish the ability of our state and local governments to adopt – let alone attempt to enforce – reasonable regulations, limitations, and restrictions upon private property;

WHEREAS, Amendment 74 would place laws, ordinances, and regulations designed to protect public health and safety, the environment, our natural resources, public infrastructure, and other public resources in jeopardy;

WHEREAS, Amendment 74 would directly impact zoning, density limitations, and planned development;

WHEREAS, Amendment 74 would make inherently dangerous or environmentally damaging activities prohibitively costly to attempt to limit or regulate, even in the interest of the public;

WHEREAS, any arguable impact upon fair market value – however reasonable or justified or minimal or incidental or temporary – resulting from state or local government action could trigger a claim for the taxpayers to pay;

WHEREAS, governments would be vulnerable to lawsuits for almost every decision to regulate or not to regulate, making regular government function prohibitively expensive for the taxpayer;

WHEREAS, similar efforts have been attempted and defeated in other states, such as the states of Washington and Oregon;

WHEREAS, the fiscal impact for similar language in Washington was estimated at \$2 billion dollars for state agencies and \$1.5 billion for local governments over the first six years;

WHEREAS, individuals filed billions of dollars in claims in Oregon before the residents repealed the takings initiative three (3) years after its passage; and

WHEREAS, local government services are essential to the Town of Parker.

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 opposes Amendment 74 and strongly urges a vote of “NO” this November.

Section 2. The Town Council directs Town staff to report the passage of this resolution and to distribute this resolution through established customary means used by the Town for the distribution of information to the public.

RESOLVED AND PASSED this ____ day of _____, 2018.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk



Request for Town Council Action

Date: October 1, 2018

Submitted By: Jim Maloney, Town Attorney

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 9.54.2 - Second Reading**
A Bill for an Ordinance to Approve the Third Amended and Restated Establishing Contract for the E-470 Public Highway Authority

Department: **Town Attorney, Jim Maloney**

EXECUTIVE SUMMARY

The E-470 Public Highway Authority (the “Authority”) has requested that members of the Authority consider amending the contract that established the Authority (the “Establishing Contract”). The purpose of the amendment is to address language changes to the Establishing Contract that are consistent with the Public Highway Authority Law and acknowledge the Authority’s ability to finance, construct, operate and/or maintain other public highways as defined under the Public Highway Authority Law within or outside of the Authority’s boundaries.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town of Parker is a member of the Authority. The Authority consists of eight (8) members, including three (3) counties and five (5) home rule municipalities. These include Adams County, Arapahoe County, Douglas County, City of Aurora, City of Thornton, City of Brighton, City of Commerce City, and the Town. The Authority was originally established on January 13, 1988, pursuant to the Public Highway Authority Law as provided in the Establishing Contract. This law provides for the establishment of a legal entity called an “authority” by municipalities/counties to construct public highway beltways around metropolitan regions and to finance the construction through the collection of tolls. The Town became a member of the Authority on July 28, 1989. The Establishing Contract was last amended on March 1, 2011, by the “Second Amended and Restated Establishing Contract.” The purpose of the proposed “Third Amended and Restated Establishing Contract” is to address language changes to the

Establishing Contract that are consistent with the Public Highway Authority Law and to acknowledge the ability of the Authority to finance, construct, operate and/or maintain other public highways as defined under the Public Highway Authority Law within and outside of the Authority boundaries. Public Highways are defined as follows:

“Public highway” means a beltway or other transportation improvement located in a metropolitan region which shall be an expressway which generally circumscribes a metropolitan region and will be primarily utilized for major traffic movement at higher traffic speeds. A public highway may, as the board determines, consist of improvements, including, but not limited to, paving, grading, landscaping, curbs, gutters, culverts, sidewalks, bikeways, lighting, bridges, overpasses, underpasses, rail crossings, frontage roads, access roads, interchanges, drainage facilities, mass transit lanes, park-and-ride facilities, toll collection facilities, service areas, administrative or maintenance facilities, gas, electric, water, sewer, and other utilities located or to be located in the right-of-way for a public highway, and other real or personal property, including easements, rights-of-way, and other interests therein, relating to the financing, construction, operation, or maintenance of a public highway.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)



ATTACHMENTS

1. Ordinance No. 9.54.2

RECOMMENDED MOTION

I move to approve Ordinance No. 9.54.2 on second reading.

ORDINANCE NO. 9.54.2, Series of 2018

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE THIRD AMENDED AND RESTATED ESTABLISHING CONTRACT FOR THE E-470 PUBLIC HIGHWAY AUTHORITY

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

Section 1. The Town Council of the Town of Parker hereby approves the Third Amended and Restated Establishing Contract for the E-470 Public Highway Authority, which is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

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

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

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

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2018.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2018.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

EXHIBIT 1

THIRD AMENDED AND RESTATED ESTABLISHING CONTRACT FOR THE E-470 PUBLIC HIGHWAY AUTHORITY

THIS THIRD AMENDED AND RESTATED ESTABLISHING CONTRACT FOR THE E-470 PUBLIC HIGHWAY AUTHORITY ("Second Amended and Restated Contract") is made and entered into as of this ____ day of _____, 2018, pursuant to Article XIV, Section 18(2) of the Colorado Constitution, part 2 of article 1, title 29, C.R.S., title 30, C.R.S., title 31, C.R.S., appropriate municipal charter provisions, and part 5 of article 4, title 43, C.R.S., by and between ADAMS COUNTY, a body politic and corporate and a political subdivision of the State of Colorado, ARAPAHOE COUNTY, a body politic and corporate and political subdivision of the State of Colorado, DOUGLAS COUNTY, a body politic and corporate and a political subdivision of the State of Colorado, the CITY OF AURORA, a municipal corporation and political subdivision of the State of Colorado, the TOWN OF PARKER, a municipal corporation and political subdivision of the State of Colorado, the CITY OF THORNTON, a municipal corporation and political subdivision of the State of Colorado, the CITY OF BRIGHTON, a municipal corporation and political subdivision of the State of Colorado, and the CITY OF COMMERCE CITY, a municipal corporation and political subdivision of the State of Colorado (singularly or collectively the "Governmental Unit(s)").

RECITALS

WHEREAS, the large population and population growth within the Denver metropolitan region, the significant and growing demand for Construction of beltways within the Denver metropolitan region to facilitate traffic movement and the inadequacy of current transportation facilities to meet that demand, the division of the Denver metropolitan region into a variety of incorporated and unincorporated areas, the need to coordinate planning and Construction of beltways or other transportation improvements to serve regional needs, and the limited availability of state and federal funds for such purposes, have caused the Colorado General Assembly to enact the Public Highway Authority Law in part 5 of article 4, title 43, C.R.S. ("the Act"); and

WHEREAS, it is the stated intention of the Colorado General Assembly that public highway authorities be formed to finance, Construct, operate, or maintain all or a portion of a beltway or other transportation improvements in, inter alia, the Denver metropolitan region which, because of the cost or the location thereof in the jurisdiction of more than one municipality or county, cannot feasibly be financed, Constructed, operated, or maintained by a municipality or county acting alone; and

WHEREAS, a public highway authority denominated the "E-470 Public Highway Authority" ("the Authority") was created by the Establishing Contract for the E-470 Public Highway Authority dated as of January 13, 1988, as amended by the First Amendment to the Establishing Contract for the E-470 Public Highway Authority dated as of March 2, 1988, as amended by the Second Amendment to the Establishing Contract for the E-470 Public Highway

Authority dated as of January 18, 1989, as amended by the Third Amendment to the Establishing Contract for the E-470 Public Highway Authority dated as of July 28, 1989 (the "Third Amendment"), as amended by the Fourth Amendment to the Establishing Contract for the E-470 Public Highway Authority (the "Fourth Amendment"), as amended by the Fifth Amendment to the Establishing Contract for the E-470 Public Highway Authority dated as of December 3, 1990 (the "Fifth Amendment"), as amended by the Sixth Amendment to the Establishing Contract for the E-470 Public Highway Authority dated as of January 10, 1995 (the "Sixth Amendment"), as amended by the Seventh Amendment to the Establishing Contract for the E-470 Public Highway Authority dated as of June 13, 1995, as amended by the Eighth Amendment to the Establishing Contract for the E-470 Public Highway Authority dated as of April 26, 2000, as amended by the 2001 Amended and Restated Establishing Contract for the E-470 Public Highway Authority, as amended by this Third Amended and Restated Contract, and as may be further amended from time to time (collectively and in its various iterations referred to herein as the "Establishing Contract"), by and between Adams County, Arapahoe County and Douglas County, and, by amendments to the Establishing Contract, the City of Aurora, the Town of Parker, the City of Thornton, the City of Brighton, and the City of Commerce City, to finance, Construct, operate or maintain E-470 and other Public Highways; and

WHEREAS, the execution of this Establishing Contract by the Governmental Units is permitted by Article XIV, Section 18(2) of the Colorado Constitution, part 2 of article 1, title 29, C.R.S., and the Act, and is essential to the continued economic growth of the Denver metropolitan region, is in the public interest, and will promote the health, safety, and welfare of the citizens of this state by securing for them more adequate transportation in the form of both E-470 Public Highway and other Public Highways in order to meet the regional need for coordinated planning and construction of beltways or other transportation improvements; and

WHEREAS, the right-of-way dedication provisions of the Third, Fourth, Fifth and Sixth Amendments ("the Right-of-Way Amendments") to the Establishing Contract are still in full force and effect as described in said Amendments and are considered to be fully incorporated by this Establishing Contract. Such Right-of-Way Amendments are attached hereto as Appendices A, B, C and D, respectively; and

NOW, THEREFORE, in consideration of the mutual promises and benefits herein expressed, and for other good and valuable consideration, the receipt and sufficiency of which is hereby freely acknowledged, the Governmental Units hereby covenant and agree as follows:

DEFINITIONS

As used in this Establishing Contract, unless the context otherwise requires:

"Affiliate" shall mean any Colorado local government, regional planning agency, or regional transportation agency seeking to have a non-voting member on the Board and accepted as such by the Governmental Units.

"Authority" means the E-470 Public Highway Authority, a body corporate and political subdivision of the State of Colorado created pursuant to the Establishing Contract and the Act.

"Board" means any board of directors of the Authority.

"Bond" means any bond, note, interim certificate, contract, or other evidence of indebtedness of the Authority authorized by the Act.

"Construct," "Constructed" or "Construction" means the planning, designing, engineering, acquisition, installation, construction, and reconstruction of E-470 or other Public Highways.

"County" means any county organized under the laws of the state, including any city and county.

"Director" means a voting member of the Board, and shall include a qualified alternate Director.

"E-470" shall mean the E-470 Public Highway which generally circumscribes the northern, eastern and southern perimeters of the Denver metropolitan region and which may comprise any and all elements of a Public Highway.

"Governmental Unit" means any political subdivision that is a party to this Third Amended and Restated Contract Establishing Contract.

"Meeting" means a regular or special meeting of the Board.

"Municipality" has the same meaning as that provided in section 31-1-101, C.R.S.

"Public Highway" shall have the meaning assigned to such term in Section 43-4-503(12), C.R.S. of the Act and the term shall be interpreted in accordance with the legislative declaration set forth in Section 43-4-502, C.R.S., the Authority's broad cooperative powers set forth in Section 43-4-510, C.R.S., and the cooperative powers of the Governmental Units set forth in Section 43-4-511, C.R.S. in order to provide beltways and other transportation improvements to serve regional needs.

"Statutory Representative" shall mean any representative designated as a non-voting member of the Board as provided in Section 43-4-504(5), C.R.S.

COVENANTS AND AGREEMENTS

1. Establishment and Denomination of Public Highway Authority. The Governmental Units hereby create and establish a public highway authority denominated the E-470 Public Highway Authority (the "Authority").

2. Purposes. The purposes of the Authority shall be to finance, Construct, operate, and/or maintain E-470 and other Public Highways as may be determined by the Board to aid in regional cooperation regarding transportation infrastructure, improvements and facilities which are presently inadequate given continued population growth and financial constraints upon state and local government in Colorado that continue to serve the overall mission of E-470 as adopted by its Board of Directors, and in this regard to carry out all or any part of those functions or activities permitted by the Act, except as specifically limited by this Establishing Contract.

3. Powers. The Authority, by and through the Board, shall possess all the powers, privileges and duties permitted by the Act, except as specifically limited by this Establishing Contract.

4. Establishment of Board of Directors. There is hereby established the Board, in which all legislative power of the Authority is vested. Each Governmental Unit shall have the right to appoint one Director to the Board, who shall be, at the time of appointment and throughout such Director's tenure on the Board, an elected officer of the legislative or governing body of such Governmental Unit. Such appointment shall be evidenced by notification, in writing, to the Authority by the appointing Governmental Unit. Each Director shall serve at the pleasure of such Governmental Unit and may only be removed or replaced by the Governmental Unit that appointed such Director. The Board may from time to time establish Affiliates the representatives of which shall be non-voting members of the Board. Statutory Representatives shall be non-voting members of the Board.

The Board shall elect executive officers of the Authority. The officers of the Authority shall consist of a Chairman, a Vice-Chairman, a Secretary, and a Treasurer (or if the Board elects to combine the offices of Secretary and Treasurer then a Secretary/Treasurer); in addition such officers, assistant officers, agents and employees that the Board may from time to time deem necessary may be elected by the Board or be appointed in a manner prescribed by the Board. The Chairman shall preside at all Meetings of the Board. The Vice-Chairman shall assist the Chairman and shall, in the absence of the Chairman, preside at all Meetings of the Board and shall perform such other duties as the Board may from time to time determine. The Secretary or Secretary/Treasurer shall maintain the records and files of the Board and of the Authority and shall perform such other duties as the Board may from time to time prescribe. The Treasurer or Secretary/Treasurer shall keep and maintain financial records of the Board and of the Authority and shall report on the financial state of the Authority as directed by the Board, and shall perform such other duties as the Board may from time to time prescribe. The Chairman, Vice-Chairman, Treasurer or Secretary/Treasurer shall be elected from among and by the Directors. In the event of a vacancy in the office of Chairman, the Vice-Chairman shall serve as Chairman for the remaining portion of the Chairman's term of office. The Board may act by resolution to prescribe the terms of office, times of elections and methods of filling vacancies in offices other than Chairman.

The Board may act by motion and/or resolution and the actual attendance of a majority of Directors at a Meeting of the Board shall constitute a quorum, the vote of a majority of Directors at a Meeting of the Board at which a quorum is present shall be required to constitute action by the Board, except for: (i) approval or amendment of an annual operating budget for the Authority, (ii) convening an executive session of the Board, or (iii) determining the location of the alignment of E-

470, in which case the affirmative vote of at least two-thirds of all Directors shall be required. For purposes of a quorum being present pursuant to this paragraph, Directors may attend, participate, debate and vote on matters before the Board by telephone or other two-way electronic means of communications provided the comments and votes of the Directors attending electronically are able to be contemporaneously communicated to the Directors and to the general public present at the Meeting.

Any Director may, from time to time, designate, in writing, an Alternate Director, who shall possess the same qualifications as a Director and who shall, in the absence of such Director, be entitled to attend Meetings of the Board and exercise the same powers of such Director. However, Alternate Directors are not eligible for election to office.

5. Meetings. Regular Meetings of the Board shall be held from time to time, on such day, and at such hour as the Board shall from time to time establish. Special Meetings of the Board may be held at any time at any place within or without the state of Colorado, upon seventy-two (72) hours' electronic or printed written notice to each Director, unless such notice be waived in writing by the Director entitled to receive notice. Notice of all Meetings of the Board shall be given by providing written notice thereof to the clerk of each Governmental Unit at least three (3) days in advance of such meeting. Notice of all Meetings of the Board shall be given to the public as required by law.

6. Distribution, Disposition, or Division of Assets. Subject to the provisions of this paragraph, the Board may make such decisions regarding the distribution, disposition or division of assets of the Authority as it deems appropriate. In all cases, the fixed assets of the Authority shall be distributed to each Governmental Unit that has territory where such assets are situated, and in this regard a Municipality's territory shall apply as opposed to that of a County. The liquid assets of the Authority shall be distributed to each Governmental Unit on an equitable basis, subject to unanimous ratification by the Governmental Units.

7. Boundaries of the Authority. The boundaries of the Authority are hereby redesignated and reestablished as one and one-half miles on either side of the proposed center-line of E-470, and as more specifically described in the legal description and sketch attached hereto as Exhibit A and incorporated herein by this reference. The Governmental Units acknowledge that the boundaries of the Authority may be changed by action of two-thirds of the Governmental Units of the Authority. Section 43-4-506(1)(f), C.R.S. authorizes the Authority to construct, finance, operate or maintain Public Highways within or without the Authority's boundaries, as may be determined from time to time by the Board.

8. Term, Withdrawal and Dissolution. This Establishing Contract shall commence on the date of its full execution by all the Governmental Units, and be perpetual until terminated or rescinded by the unanimous written agreement of all the Governmental Units or until the Authority consists of fewer than two (2) Governmental Units. Additionally, any Governmental Unit may withdraw from participation in the Authority upon thirty (30) days' written notice of its intent to withdraw to the Board. However, no such termination, rescission, dissolution or withdrawal shall be effective until and unless satisfactory provisions have been made to discharge all the obligations of the Authority, including any Bonds issued or assumed thereby, in

a manner that will protect the rights and interest of the holders of such obligations, including Bonds of the Authority, and any withdrawing Governmental Unit shall remain liable for the performance of any financial commitments made to the Authority prior to the time of such withdrawal.

9. Amendments. This Establishing Contract contains all of the terms agreed upon by and among the Governmental Units. Any amendments or modifications to this Establishing Contract must be reduced to writing and executed by all the Governmental Units to be valid and binding.

10. Local Land Use of Governmental Units for E-470. All decisions relating to local land use aspects of E-470 including, without limitation, the approval and/or provision of slip ramps, interchanges, over-passes, etc., shall remain under the exclusive control of the Governmental Unit within whose territory such facilities are located; provided, however, that no such decision(s) shall impair the overall integrity or function of E-470; and provided further that no such decision(s) shall impose any additional costs upon the Authority or the other Governmental Units.

11. Eminent Domain. The Authority may exercise the power of eminent domain as provided in section 43-4-506(1)(h), C.R.S.; provided, however, the Authority may not exercise the power of eminent domain with respect to the property of any Governmental Unit.

12. Addition of Parties. The Board may include additional parties to this Establishing Contract upon such terms and conditions as it deems appropriate; provided, however, that any decision by the Board to include additional parties shall be subject to the amendment of this Establishing Contract by the unanimous, written agreement of the Governmental Units, and shall be further subject to compliance with the provision of the Act.

13. Successor to Prior Entity. The Authority may be the successor in interest to the E-470 Authority established by contract as of February 25, 1985, pursuant to Article XIV, Section 18(2) of the Colorado Constitution and part 2 of article 1, title 29, C.R.S., and shall be entitled to all rights and privileges, and may assume all obligations and liabilities, thereof under all existing contracts to which the E-470 Authority is, as of the date of execution of this Establishing Contract, a party. It is further the intent of the Governmental Units that the Authority shall be entitled to all rights and privileges, and shall assume all obligations and liabilities, of Arapahoe County with respect to bonds previously issued by Arapahoe County for the planning, designing, engineering, acquisition, installation, Construction, and reconstruction of E-470.

14. Reliance. The Governmental Units acknowledge and agree that each is relying on the performance of the other(s) under this Establishing Contract, and that all actions or changes of positions undertaken pursuant thereto are made in such reliance. The Government Units further acknowledge and agree that each enters into this Establishing Contract in reliance upon the affirmative agreement contained in Section 43-4-516, C.R.S., that, *inter alia*, the state will not limit, alter, restrict, or impair the rights vested in the Authority or the rights or obligations of any of the Governmental Units in relation thereto.

15. Indemnification. The Authority shall indemnify and defend each Director, officer and employee of the Authority in connection with any claim or actual or threatened suit, action, or proceeding (civil, criminal, or other, including appeals), in which he or she may be involved in his or her official capacity by reason of his or her being or having been such Director, officer or employee, or by reason of any action or omission by him or her in any such capacity, and shall pay any judgment resulting therefrom, except any liability arising from criminal offenses or willful misconduct or gross negligence. The Authority shall further indemnify and defend each Governmental Unit in connection with any claim or actual or threatened suit, action or proceeding (civil, criminal, or other, including appeals), in which the Governmental Unit may be involved in its capacity as a member of the Authority, and shall pay any judgment resulting therefrom, except for liability arising from criminal offenses or willful misconduct or gross negligence. Such indemnification and duty to defend in either event shall be subject to and limited by the resources of the Authority available for such purposes, including available insurance coverage, which the Authority shall act in good faith to obtain and maintain.

16. No Obligations. No Bond or other obligation of the Authority shall be deemed to be an obligation or indebtedness of any Governmental Unit.

17. Non-Impairment. Nothing in this Establishing Contract shall be deemed to restrict, modify or otherwise impair the powers of any Governmental Unit in any manner, including any separate or discrete actions which may be taken by any Governmental Unit relating to the financing, Construction, operation or maintenance of E-470 or other Public Highways.

18. Severability. If any provision of this Establishing Contract or the application thereof to any Governmental Unit(s), person, entity or circumstances, is held invalid, such invalidity shall not affect other provisions or applications of this Establishing Contract, which can be given effect without the invalid provision or application, and to this end the provisions of this Establishing Contract, and each and every provision thereof, are declared to be severable.

19. Applicable Laws. This Establishing Contract shall be governed by and construed in accordance with the laws of the state of Colorado.

20. Assignability. No Governmental Unit may assign or transfer any of its rights or obligations hereunder without the prior written consent of the Governmental Unit(s) that is a nonassigning Party(ies) to this Establishing Contract.

21. Binding Effect. The provisions of this Establishing Contract shall bind and shall inure to the benefit of the Governmental Unit(s) and to their respective successors and permitted assigns, if any.

22. Enforcement. The Governmental Unit(s) agree and acknowledge that this Establishing Contract may be enforced in law or in equity, by decree of specific performance, and, in the event of a judgment that a breaching Governmental Unit acted arbitrarily and capriciously, or in bad faith, including an award of appropriate damages, or such other legal and

equitable relief as may be available subject to the provisions of the statutes of the state of Colorado.

23. Counterpart Execution. This Establishing Contract may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

[The remainder of this page left intentionally blank.]

ADAMS COUNTY

By: _____

Title: _____

ATTEST:

By: _____

Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by _____ as _____ and _____ as _____ of Adams County.

Witness my hand and official seal.

My commission expires: _____

Notary Public

ARAPAHOE COUNTY

By: _____
Title: _____

ATTEST:

By: _____
Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by _____ as _____ and _____ as _____ of Arapahoe County.

Witness my hand and official seal.

My commission expires: _____

Notary Public

DOUGLAS COUNTY

By: _____
Title: _____

ATTEST:

By: _____
Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by _____ as _____ and _____ as _____ of Douglas County.

Witness my hand and official seal.

My commission expires: _____

Notary Public

CITY OF AURORA

By: _____
Title: _____

ATTEST:

By: _____
Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

 The foregoing instrument was acknowledged before me this _____ day of .
_____, 2018, by _____ as _____
and _____ as _____ of the
City of Aurora.

Witness my hand and official seal.

My commission expires: _____

Notary Public

TOWN OF PARKER

By: _____
Mike Waid, Mayor

ATTEST:

By: _____
Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

By: _____
James S. Maloney, Town Attorney

CITY OF THORNTON

By: _____
Title: _____

ATTEST:

By: _____
Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by _____ as _____ and _____ as _____ of the City of Thornton.

Witness my hand and official seal.

My commission expires: _____

Notary Public

CITY OF BRIGHTON

By: _____
Title: _____

ATTEST:

By: _____
Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by _____ as _____ and _____ as _____ of the City of Brighton.

Witness my hand and official seal.

My commission expires: _____

Notary Public

CITY OF COMMERCE CITY

By: _____
Title: _____

ATTEST:

By: _____
Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by _____ as _____ and _____ as _____ of the City of Commerce City.

Witness my hand and official seal.

My commission expires: _____

Notary Public

APPENDIX A

THIRD AMENDMENT TO THE ESTABLISHING CONTRACT
FOR THE
E-470 PUBLIC HIGHWAY AUTHORITY

This THIRD AMENDMENT TO THE ESTABLISHING CONTRACT FOR THE E-470 PUBLIC HIGHWAY AUTHORITY ("this Contract") is made and entered into as of this 28th day of July, 1989, pursuant to Colo. Const. Art. XIV, Sec. 18(2), title 30, C.R.S., title 31, C.R.S., appropriate municipal charter provisions, and part 5 of article 4, title 43, C.R.S., by and between ADAMS COUNTY, a body politic and corporate and a political subdivision of the State of Colorado, ARAPAHOE COUNTY, a body politic and corporate and a political subdivision of the State of Colorado, DOUGLAS COUNTY, a body politic and corporate and a political subdivision of the State of Colorado, the CITY OF AURORA, a municipal corporation and political subdivision of the State of Colorado, and the TOWN OF PARKER, a municipal corporation and political subdivision of the State of Colorado (singularly or collectively "the Governmental Unit(s)" or "the Party(ies)").

RECITALS

WHEREAS, the large population and population growth within the Denver metropolitan region, the significant and growing demand for construction of beltways within the Denver metropolitan region to facilitate traffic movement and the

inadequacy of current transportation facilities to meet that demand, the division of the Denver metropolitan region into a variety of incorporated and unincorporated areas, the need to coordinate planning and construction of beltways or other transportation improvements to serve regional needs, and the limited availability of state and federal funds for such purposes, have caused the Colorado general assembly to enact the "Public Highway Authority Law" in part 5 of article 4, title 43, C.R.S. ("the Act"); and

WHEREAS, it is the stated intention of the Colorado general assembly that public highway authorities be formed to finance, construct, operate, or maintain all or a portion of a beltway or other transportation improvements in, inter alia, the Denver metropolitan region which, because of the cost or the location thereof in the jurisdiction of more than one municipality or county, cannot feasibly be financed, constructed, operated, or maintained by a municipality or county acting alone; and

WHEREAS, it is also the intention of the Colorado general assembly that public highway authorities not be formed to assume, directly or indirectly, the traditional role of counties or municipalities to finance, construct, operate, or maintain local arterial or collector streets; and

WHEREAS, a public highway denominated "E-470" has been proposed for construction around the northern, eastern and southern perimeters of the Denver metropolitan area; and

WHEREAS, the Governmental Units comprise territory located generally on the northern, eastern and southern perimeters of the Denver metropolitan area, and are desirous of entering into this Contract in order to establish a public highway authority, pursuant to the Act, to finance, construct, operate, or maintain E-470; and

WHEREAS, a public highway authority denominated the "E-470 Public Highway Authority" ("the Authority") was created by contract dated as of January 13, 1988, as amended ("the Establishing Contract"), by and between Adams County, Arapahoe County and Douglas County, and, by amendment to the Establishing Contract dated as of March 2, 1988, the City of Aurora, to finance, construct, operate or maintain E-470; and

WHEREAS, pursuant to paragraph 13 of the Establishing Contract, the Board of Directors of the Authority may include additional parties to the Establishing Contract upon such terms and conditions as the Board deems appropriate, subject to appropriate amendment of the Establishing Contract by all the Governmental Units; and

WHEREAS, the Town of Parker has requested to become a party to the Establishing Contract and a member of the Authority; and

WHEREAS, the Board of Directors of the Authority, at a special meeting held January 5, 1989, approved the addition of the Town of Parker as a party to the Establishing Contract and a member of the Authority, subject to the following

conditions: (1) Payment of a \$25,000 entry fee to permit equitable contribution vis-a-vis existing members of the Authority; (2) A commitment on the part of such new member to require right-of-way dedication to the Authority at no cost in the context of its zoning and/or land use regulations as provided herein; and (3) Subject to the amendment of the Establishing Contract for the Authority permitting the addition of such member by all the current members of the Authority; and

WHEREAS, the execution of this Contract by the Governmental Units would implement Colo. Const. Art. XIV, Sec. 18(2), and is essential to the continued economic growth of the Denver metropolitan region, is in the public interest, and will promote the health, safety, and welfare of the citizens of this state by securing for them more adequate transportation;

NOW, THEREFORE, in consideration of the mutual promises and benefits herein expressed, and for other good and valuable consideration, the receipt and sufficiency of which is hereby freely acknowledged, the Governmental Units hereby covenant and agree as follows:

COVENANTS AND AGREEMENTS

1. Amendment of Establishing Contract. In accordance with the provisions of paragraphs 10 and 13 thereof, the Establishing Contract is hereby amended in the following particulars: The Town of Parker is admitted as a Governmental Unit and Party to the Establishing Contract and the E-470

Public Highway Authority, with all the rights, privileges and duties associated therewith, and the initial paragraph, the recitals, the body and the signature pages of the Establishing Contract shall be deemed amended to reflect this action; provided, however, that such action is subject to and conditioned upon the satisfaction by such Governmental Unit of the conditions imposed by the Board of Directors of the Authority at its special meeting held January 5, 1989, and as specifically provided in this Contract.

2. Right-of-Way Dedication. By virtue of this Contract all Governmental Units agree to require right-of-way dedication for the E-470 highway. Land acquired by the Governmental Unit shall be dedicated to the Authority after the Governmental Unit is satisfied with the design, configuration, construction plans and construction timing of E-470 and the right-of-way acquired by the Governmental Unit. In requiring right-of-way dedication for the E-470 highway in the context of their zoning and/or land use regulations, the Governmental Units shall not be required to commit an unconstitutional taking of property without just compensation, and are not required by this Contract to compensate a property owner for E-470 right-of-way. In the context of annexations of land into their respective boundaries, the municipal Governmental Units shall require E-470 right-of-way dedication as a condition to annexation.

3. Prior Provisions Effective. Except as specifically amended hereby, all the terms and provisions of the Establishing Contract shall remain in full force and effect.

4. Counterpart Execution. This Contract may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

ADAMS COUNTY

By: [Signature]

Title: Chairman

ATTEST:



By: [Signature]

Title: Deputy Clerk

STATE OF COLORADO

COUNTY OF ADAMS

)
) ss.
)

The foregoing instrument was acknowledged before me this 21st day of June, 1988, by James M. Nelms and Lucy Trujillo as Acting Chairman and Deputy Clerk of Adams County.

Witness my hand and official seal.

My commission expires 2-17-92.

[Signature]
Notary Public

ARAPAHOE COUNTY

By: Thomas Eggert
Title: Chairman, Board of County
Commissioners

ATTEST:

By: Marjorie Page
Title: Clerk to the Board

STATE OF COLORADO)
COUNTY OF Arapahoe) ss.

The foregoing instrument was acknowledged before me this
28th day of March, 1988, by Thomas R. Eggert
and Marjorie Page as Chairman of the Board and
Clerk to the Board of Arapahoe County.

Witness my hand and official seal.

My commission expires April 12, 1991.

Catherine Smith
Notary Public

DOUGLAS COUNTY

By: [Signature]

Title: [Signature]

ATTEST:

By: Nonda W. Bailey, Deputy

Title: Deputy Clerk & Recorder

STATE OF COLORADO

COUNTY OF _____

)

) ss.

)

The foregoing instrument was acknowledged before me this
____ day of _____, 1988, by _____
and _____ as _____ and
_____ of _____.

Witness my hand and official seal.

My commission expires _____.

Notary Public

CITY OF AURORA

By: Paul E. Tauer
Title: Mayor

ATTEST:

By: Dana L. Young
Title: Deputy City Clerk

STATE OF COLORADO

COUNTY OF Arapahoe

)
) ss.
)

The foregoing instrument was acknowledged before me this
26th day of June, 1988, by Paul E. Tauer
and _____ as _____ and
_____ of _____.

Witness my hand and official seal.

My commission expires 5-3-93.

Judith D. Nelson
Notary Public

TOWN OF PARKER

By: Ann Waterman
Title: Mayor

ATTEST.

By: Carol Baumgartner
Title: Town Clerk

STATE OF COLORADO)
COUNTY OF Douglas) ss.

The foregoing instrument was acknowledged before me this
28th day of July, 1989, by Ann Waterman
and Carol Baumgartner as Mayor and
Town Clerk of the Town of Parker.

Witness my hand and official seal.

My commission expires _____ My Commission Expires
September 3, 1990

[Signature]
Notary Public

APPENDIX B

FOURTH AMENDMENT TO THE ESTABLISHING CONTRACT
FOR THE
E-470 PUBLIC HIGHWAY AUTHORITY

This FOURTH AMENDMENT TO THE ESTABLISHING CONTRACT FOR THE E-470 PUBLIC HIGHWAY AUTHORITY ("the Fourth Amendment") is made and entered into as of this ____ day of _____, 19__, pursuant to Colo. Const. Art. XIV, Sec. 18(2), title 30, C.R.S., title 31, C.R.S., appropriate municipal charter provisions, and part 5 of article 4, title 43, C.R.S., by and between ADAMS COUNTY, a body politic and corporate and a political subdivision of the State of Colorado, ARAPAHOE COUNTY, a body politic and corporate and a political subdivision of the State of Colorado, DOUGLAS COUNTY, a body politic and corporate and a political subdivision of the State of Colorado, the CITY OF AURORA, a municipal corporation and political subdivision of the State of Colorado, the TOWN OF PARKER, a municipal corporation and political subdivision of the State of Colorado, and the CITY OF THORNTON, a municipal corporation and political subdivision of the State of Colorado (singularly or collectively "the Governmental Unit(s)").

RECITALS

WHEREAS, the large population and population growth within the Denver metropolitan region, the significant and growing demand for construction of beltways within the Denver metropolitan region to facilitate traffic movement and the

inadequacy of current transportation facilities to meet that demand, the division of the Denver metropolitan region into a variety of incorporated and unincorporated areas, the need to coordinate planning and construction of beltways or other transportation improvements to serve regional needs, and the limited availability of state and federal funds for such purposes, have caused the Colorado general assembly to enact the "Public Highway Authority Law" in part 5 of article 4, title 43, C.R.S. ("the Act"); and

WHEREAS, it is the stated intention of the Colorado general assembly that public highway authorities be formed to finance, construct, operate, or maintain all or a portion of a beltway or other transportation improvements in, inter alia, the Denver metropolitan region which, because of the cost or the location thereof in the jurisdiction of more than one municipality or county, cannot feasibly be financed, constructed, operated, or maintained by a municipality or county acting alone; and

WHEREAS, it is also the intention of the Colorado general assembly that public highway authorities not be formed to assume, directly or indirectly, the traditional role of counties or municipalities to finance, construct, operate, or maintain local arterial or collector streets; and

WHEREAS, a public highway authority denominated the "E-470 Public Highway Authority" ("the Authority") was created by contract dated as of January 13, 1988, as amended ("the Establishing Contract"), by and between Adams County, Arapahoe

County and Douglas County, and, by amendments to the Establishing Contract, the City of Aurora and the Town of Parker, to finance, construct, operate or maintain E-470; and

WHEREAS, pursuant to paragraph 13 of the Establishing Contract, the Board of Directors of the Authority may include additional parties to the Establishing Contract upon such terms and conditions as the Board deems appropriate, subject to appropriate amendment of the Establishing Contract by all the Governmental Units; and

WHEREAS, the City of Thornton has requested that it become a party to the Establishing Contract and a member of the Authority; and

WHEREAS, the Board of Directors of the Authority has approved the addition of the City of Thornton as a party to the Establishing Contract and a member of the Authority, subject to the amendment of the Establishing Contract for the Authority permitting the addition of such member by all the current members of the Authority; and

WHEREAS, an amendment to the Establishing Contract is also necessary to comply with a requirement of the "Reimbursment Agreement and Credit Facility" between Union Bank of Switzerland and the E-470 Public Highway Authority (the "Reimbursement Agreement"); and

WHEREAS, the execution of this Fourth Amendment by the Governmental Units would implement Colo. Const. Art. XIV, Sec. 18(2), and is essential to the continued economic growth of the Denver metropolitan region, is in the public interest,

and will promote the health, safety, and welfare of the citizens of this state by securing for them more adequate transportation;

NOW, THEREFORE, in consideration of the mutual promises and benefits herein expressed, and for other good and valuable consideration, the receipt and sufficiency of which is hereby freely acknowledged, the Governmental Units hereby covenant and agree as follows:

COVENANTS AND AGREEMENTS

1. Addition of the City of Thornton. In accordance with the provisions of paragraphs 10 and 13 thereof, the Establishing Contract is hereby amended in the following particulars: The City of Thornton is admitted as a Governmental Unit and Party to the Establishing Contract and the E-470 Public Highway Authority, with all the rights, privileges and duties associated therewith, and the initial paragraph, the recitals, the body and the signature pages of the Establishing Contract shall be deemed amended to reflect this action.

2. Right-of-Way Dedication. The right-of-way dedication requirements contained in paragraph 2 of the Third Amendment to the Establishing Contract shall apply to the City of Thornton except as follows:

a. The City of Thornton shall not be required to exact dedication, as a condition to annexation, approval of zoning, development or otherwise, of E-470 right-of-way in the following four parcels, identified by owner and Adams County Tax I.D. number due to the location and configuration of said parcels:

<u>Owner</u>	<u>Adams County Tax I.D.</u>
R. Prather	1573-10-0-00-012
F. Ivey	1573-11-0-00-010
D. Talbert	1573-12-0-00-005
H. West	1573-12-0-02-006

b. The City of Thornton shall not be required to exact dedication, as a condition to annexation, approval of zoning, development or otherwise, of E-470 right-of-way over and above the 300 foot mainline from the following three parcels, identified by owner and Adams County Tax I.D. number due to the location and configuration of said parcels:

<u>Owner</u>	<u>Adams County Tax I.D.</u>
CAHB Associates	1573-10-0-00-010
Metro North Joint Venture	1573-07-0-00-019
M. Cuning	1571-16-0-00-005

3. Timing. The City of Thornton shall use its best efforts to obtain the dedication, as a condition to annexation, approval of zoning, development or otherwise, of E-470 right-of-way along the E-470 alignment between I-25 and Yosemite Street on or before January 1, 1991; and the Authority shall use its best efforts to construct all four segments of a 4-lane E-470 highway by the end of 1995.

4. No Adverse Effect on Obligations. In compliance with section 4.3(a)(xiii) of the Reimbursement Agreement, the Governmental Units hereby covenant not to amend the Establishing Contract in any respect which would have a material adverse effect on the Authority's ability to satisfy its obligations under the Reimbursement Agreement.

5. Prior Provisions Effective. Except as specifically amended hereby, all the terms and provisions of the Establishing Contract shall remain in full force and effect.

6. Counterpart Execution. This Fourth Amendment may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.



ADAMS COUNTY

By: *James M. Nelms*
Title: Chairman
Board of County Commissioners

ATTEST:

By: *Nelma Thatcher*
Title: Deputy Clerk

STATE OF COLORADO)
COUNTY OF Adams) ss.

The foregoing instrument was acknowledged before me this 24th day of January, 1990, by James M. Nelms ~~and~~ as Chairman ~~and~~ of Board of County Commissioners

Witness my hand and official seal.

My commission expires 11-15-92.

Nelma L. Thatcher
Notary Public

ARAPAHOE COUNTY

By: Jeannie Golly
Title: Chairman
Board of County Commissioners
Arapahoe County

ATTEST:

By: Margaret Page
Title: Link to the Board

STATE OF COLORADO)
COUNTY OF Arapahoe) ss.

The foregoing instrument was acknowledged before me this
26th day of April, 1990, by Jeannie Golly
and Margaret Page as Chairman of the Board and
Link to the Board of Arapahoe County.

Witness my hand and official seal.

My commission expires 4-12-91.

Catherine Smith
Notary Public

BOARD OF COUNTY COMMISSIONERS OF
DOUGLAS COUNTY COLORADO

By: James Sullivan
Title: Chairman 6/12/90
DATE

ATTEST:

By: Peter A. Gagliardi
Title: Clerk/Recorder

STATE OF COLORADO

COUNTY OF _____

)
) ss.

The foregoing instrument was acknowledged before me this
____ day of _____, 19____, by _____
and _____ as _____ and
_____ of _____.

Witness my hand and official seal.

My commission expires _____.

Notary Public

CITY OF AURORA

By:

Title:

Paul E. Zauer
Mayor

ATTEST:

By:

Title:

Christy K. Daly
ASSISTANT CITY ATTORNEY

STATE OF COLORADO

COUNTY OF

Arapahoe)
) ss.

The foregoing instrument was acknowledged before me this
26th day of April, 1991, by Paul E. Zauer
and _____ as Mayor and
_____ of Aurora.

Witness my hand and official seal.

My commission expires Jan. 10, 1994.

Marlene Jallegas
Notary Public

TOWN OF PARKER

By: Ann Waterman
Title: Mayor

ATTEST:

By: Carol Baumgartner
Title: Town Clerk

STATE OF COLORADO)
COUNTY OF DOUGLAS) ss.

The foregoing instrument was acknowledged before me this
13th day of February, 1990, by Ann Waterman
and Carol Baumgartner as Mayor and
Town Clerk of Parker, Colorado.

Witness my hand and official seal.

My commission expires September 3, 1990.

[Signature]
Notary Public

CITY OF THORNTON

By: Margaret W. CarpenterTitle: Mayor

ATTEST:

By: Tracy A. VincentTitle: City Clerk

STATE OF COLORADO)

COUNTY OF Adams)

SS.

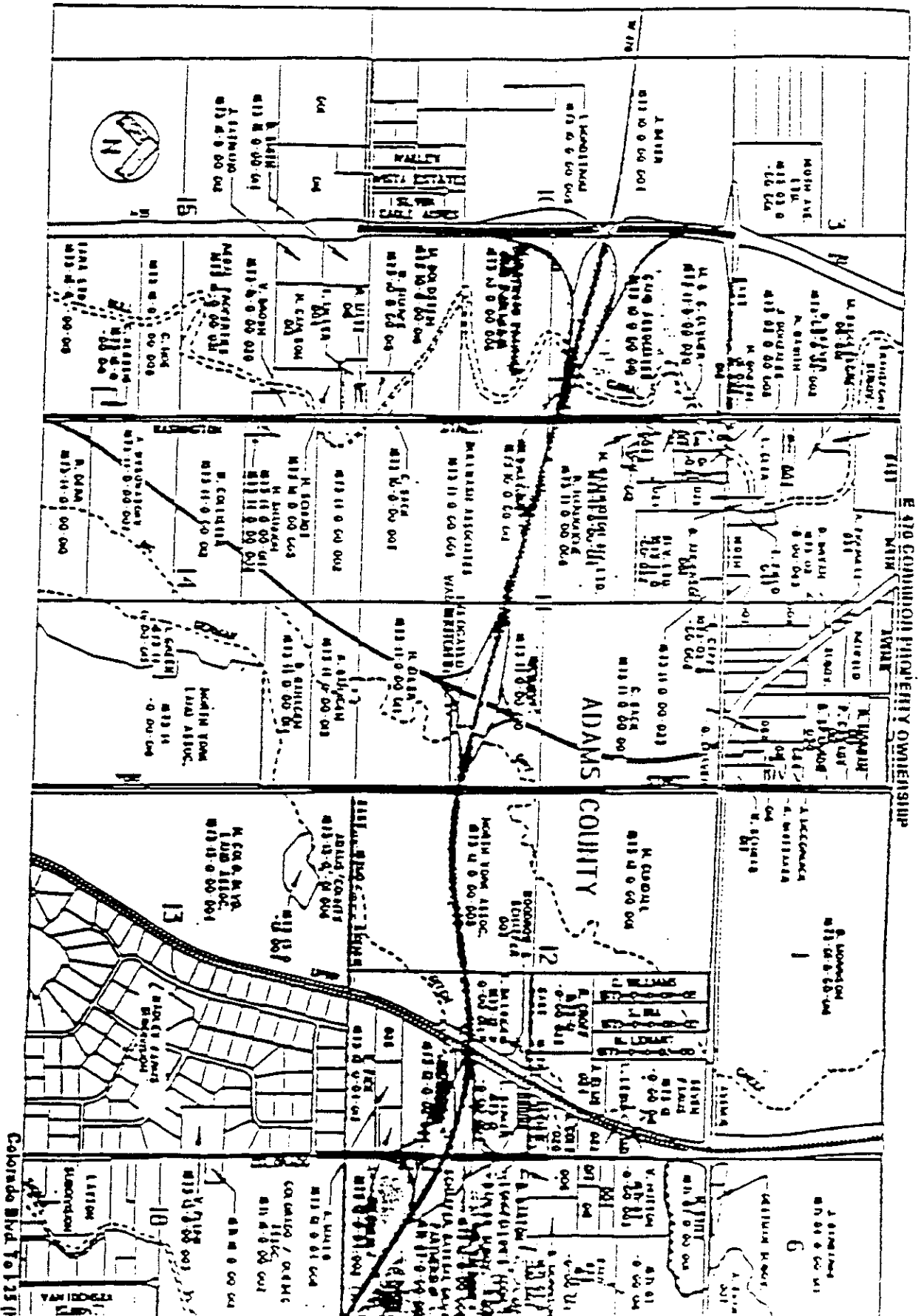
The foregoing instrument was acknowledged before me this
28th day of August, 1990, by Margaret W. Carpenter
 and Tracy A. Vincent as Mayor and
City Clerk of Thornton.

Witness my hand and official seal.

My commission expires 10/24/90.
R. W. W. W.
 Notary Public

1752A

E 410 COMMON PROPERTY OWNERSHIP



[illegible]

PLAT MAP OF ADAMS COUNTY, NEBRASKA

1. 100.00 AC. L. J. BROWN

2. 100.00 AC. L. J. BROWN

3. 100.00 AC. L. J. BROWN

4. 100.00 AC. L. J. BROWN

5. 100.00 AC. L. J. BROWN

6. 100.00 AC. L. J. BROWN

7. 100.00 AC. L. J. BROWN

8. 100.00 AC. L. J. BROWN

9. 100.00 AC. L. J. BROWN

10. 100.00 AC. L. J. BROWN

ADAMS COUNTY

NEBRASKA

STATE OF NEBRASKA

LEGEND

Shaded areas represent land owned by the State of Nebraska.

Scale: 1 inch = 1 mile

North Arrow

APPENDIX C

FIFTH AMENDMENT TO THE ESTABLISHING CONTRACT
FOR THE
E-470 PUBLIC HIGHWAY AUTHORITY

This FIFTH AMENDMENT TO THE ESTABLISHING CONTRACT FOR THE E-470 PUBLIC HIGHWAY AUTHORITY ("the Fifth Amendment") is made and entered into as of this 12th day of December, 1990, pursuant to Colo. Const. Art. XIV, Sec. 18(2), title 30, C.R.S., title 31, C.R.S., appropriate municipal charter provisions, and part 5 of article 4, title 43, C.R.S., by and between ADAMS COUNTY, a body politic and corporate and a political subdivision of the State of Colorado, ARAPAHOE COUNTY, a body politic and corporate and a political subdivision of the State of Colorado, DOUGLAS COUNTY, a body politic and corporate and a political subdivision of the State of Colorado, the CITY OF AURORA, a municipal corporation and political subdivision of the State of Colorado, the TOWN OF PARKER, a municipal corporation and political subdivision of the State of Colorado, the CITY OF THORNTON, a municipal corporation and political subdivision of the State of Colorado, and the CITY OF BRIGHTON, a municipal corporation and political subdivision of the State of Colorado (singularly or collectively "the Governmental Unit(s)").

RECITALS

WHEREAS, the large population and population growth within the Denver metropolitan region, the significant and growing demand for construction of beltways within the Denver metropolitan region to facilitate traffic movement and the inadequacy of current transportation facilities to meet that demand, the division of the Denver metropolitan region into a variety of incorporated and unincorporated areas, the need to coordinate planning and construction of beltways or other transportation improvements to serve regional needs, and the limited availability of state and federal funds for such purposes, have caused the Colorado general assembly to enact the "Public Highway Authority Law" in part 5 of article 4, title 43, C.R.S. ("the Act"); and

WHEREAS, it is the stated intention of the Colorado general assembly that public highway authorities be formed to finance, construct, operate, or maintain all or a portion of a beltway or other transportation improvements in, inter alia, the Denver metropolitan region which, because of the cost or the location thereof in the jurisdiction of more than one municipality or county, cannot feasibly be financed, constructed, operated, or maintained by a municipality or county acting alone; and

WHEREAS, it is also the intention of the Colorado

general assembly that public highway authorities not be formed to assume, directly or indirectly, the traditional role of counties or municipalities to finance, construct, operate, or maintain local arterial or collector streets; and

WHEREAS, a public highway authority denominated the "E-470 Public Highway Authority" ("the Authority") was created by contract dated as of January 13, 1988, as amended ("the Establishing Contract"), by and between Adams County, Arapahoe County and Douglas County, and, by amendments to the Establishing Contract, the City of Aurora, the Town of Parker, and the City of Thornton, to finance, construct, operate or maintain E-470; and

WHEREAS, pursuant to paragraph 13 of the Establishing Contract, the Board of Directors of the Authority may include additional parties to the Establishing Contract upon such terms and conditions as the Board deems appropriate, subject to appropriate amendment of the Establishing Contract by all the Governmental Units; and

WHEREAS, the City of Brighton has requested that it become a party to the Establishing Contract and a member of the Authority; and

WHEREAS, the Board of Directors of the Authority has approved the addition of the City of Brighton as a party to the Establishing Contract and a member of the Authority, subject to the amendment of the Establishing Contract for the Authority permitting the addition of such member by all the current members of the Authority; and

WHEREAS, the execution of this Fifth Amendment by the Governmental Units would implement Colo. Const. Art. XIV, Sec. 18(2), and is essential to the continued economic growth of the Denver metropolitan region, is in the public interest, and will promote the health, safety, and welfare of the citizens of this state by securing for them more adequate transportation;

NOW, THEREFORE, in consideration of the mutual promises and benefits herein expressed, and for other good and valuable consideration, the receipt and sufficiency of which is hereby freely acknowledged, the Governmental Units hereby covenant and agree as follows:

COVENANTS AND AGREEMENTS

1. Addition of the City of Brighton . In accordance with the provisions of paragraphs 10 and 13 thereof, the Establishing Contract is hereby amended in the following particulars: The City of Brighton is admitted as a Governmental Unit and Party to the Establishing Contract and the E-470 Public Highway Authority, with all the rights, privileges and duties associated therewith, and the initial paragraph, the recitals, the body and the signature pages of the Establishing Contract shall be deemed amended to reflect this action.

2. Right-of-Way Dedication . By virtue of this

Contract all Governmental Units agree to require right-of-way dedication for the E-470 highway. Land acquired by the Governmental Unit shall be dedicated to the Authority after the Governmental Unit is satisfied with the design, configuration, construction plans and construction timing of E-470 and the right-of-way acquired by the Governmental Unit. In requiring right-of-way dedication for the E-470 highway in the context of their zoning and/or land use regulations, the Governmental Units shall not be required to commit an unconstitutional taking of property without just compensation, and are not required by this Contract to compensate a property owner for E-470 right-of-way. In the context of annexations of land into their respective boundaries, the municipal Governmental Units shall require E-470 right-of-way dedication as a condition to annexation.

- a. Pursuant to paragraph 2 above, the City of Brighton will require the dedication of the 300 foot-wide, mainline, and interchange rights-of-way for the following parcels, identified by owner and Adams County Tax I.D. number:

REQUIRED DEDICATION

Owner	Parcel I.D.
L. Bracksieck	1569-29-0-00-009
Nibbe	1569-31-0-00-032
Nibbe	1569-31-0-00-033
Nibbe	1569-31-0-00-013
Meyers	1569-31-0-00-016
J. Appelhanz	1569-30-0-00-031
M. Tashiro	1569-30-0-11-001
R. Hallmark	1569-30-0-11-004
R. Warner	1571-25-0-00-023
H. Lewis	1571-36-0-00-009
F. Huebner	1571-25-0-00-011
J. Vaughn	1571-36-0-00-031
J. Vaughn	1571-36-0-00-003
Okada Farms Inc.	1571-25-0-00-008
Sakaguchi	1571-25-0-00-031
Wagner	1571-26-0-00-004
J. Worthing	1571-26-0-00-026
J. Worthing	1571-26-0-02-012
Henderson Aggregate	1571-26-0-02-009
Market Place-85	1571-25-0-00-001
Falcon Resources	1571-23-0-00-016
A. Littlefield	1571-23-0-00-009
A. Littlefield	1571-22-0-00-004
E. Goetz	1571-23-0-00-020
A. Wiggett	1571-22-0-00-002
F. Tsuzuki	1571-22-0-00-001

- b. The right-of-way dedication requirements contained in paragraph 2, above, shall apply to the City of Brighton except as follows: The City of Brighton

shall not be required to exact dedication, as a condition to annexation, approval of zoning, development or otherwise, of E-470 right-of-way in the following parcels, identified by owner and Adams County Tax I.D. number, due to the location and configuration of said parcels:

NO DEDICATION REQUIRED

Owner Name	Parcel I.D.
I. Mowery	1569-28-0-00-007
W. Pollard	1569-33-0-00-001
W. Pollard	1569-28-0-00-008
Third Creek Associates	1569-32-0-00-001
Off	1569-31-0-00-004
J. Lynch	1571-25-0-00-007
J. Hezlep	1571-25-0-00-021
J. Hezlep	1571-25-0-00-019
D. Kungel	1571-25-0-00-020
J. Lynch	1571-25-0-00-014
Henderson Development Co.	1571-26-0-03-006
Henderson Development Co.	1571-35-0-13-003
Henderson Development Co.	1571-35-0-13-002
Henderson Development Co.	1571-35-0-13-001
Henderson Development Co.	1571-26-0-03-005
Colorado Sand and Gravel	1571-26-0-06-013
Colorado Sand and Gravel	1571-26-0-06-009
Colorado Sand and Gravel	1571-26-0-06-010
Colorado Sand and Gravel	1571-26-0-06-011
Colorado Sand and Gravel	1571-26-0-06-012
Colorado Sand and Gravel	1571-25-0-01-002
Colorado Sand and Gravel	1571-25-0-01-001
Colorado Sand and Gravel	1571-26-0-06-008
Western Paving	1571-26-0-04-001

- c. The City of Brighton shall require dedication, as a condition to zoning, development or otherwise, of E-470 right-of-way for 300 foot-wide mainline and right-of-way for interchanges of the following parcels, identified by owner and Adams County Tax I.D. number, to the extent possible under the terms of annexation agreements which were made previous to the effective date of this agreement:

PARCELS COVERED BY PREVIOUS ANNEXATIONS

Owner	Parcel I.D.
Amend Partners	1569-31-0-00-020
Amend Partners	1569-31-0-00-003
Amend Partners	1569-31-0-00-025
Amend Partners	1569-30-0-00-023
Sable Farms, Ltd.	1569-31-0-00-001
Carlson, et.al.	1571-23-0-00-025

Carlson, et.al.
Carlson, et.al.

1571-23-0-00-015
1571-23-0-00-012

3. Membership Fee . The City of Brighton shall pay the Twenty-Five Thousand Dollar (\$25,000.00) fee for membership in the Authority with payment due on or before the date the City of Brighton is seated on the E-470 Board.

4. Prior Provisions Effective . Except as specifically amended hereby, all the terms and provisions of the Establishing Contract and amendments thereto shall remain in full force and effect.

5. Counterpart Execution . This Fifth Amendment may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

ADAMS COUNTY

By: David E. Kite
Title: Chairman

ATTEST:

By: _____
Title: _____

STATE OF COLORADO)
COUNTY OF Adams) ss.

The foregoing instrument was acknowledged before me
this 30th day of January, 1991, by David E. Kite
and _____ as Chairman
and _____ of Adams County Board of Commissioners

Witness my hand and official seal.

My commission expires May 24, 1993.

Sandra L. Otis
Notary Public

ARAPAHOE COUNTY

By: John J. Nichol
Title: Chairman
Board of County Commissioners
Arapahoe County

ATTEST:

By: Marjorie Page
Title: Clerk-Recorder

STATE OF COLORADO)
COUNTY OF Arapahoe) ss.

The foregoing instrument was acknowledged before me
this 15th day of January, 1991, by John J. Nichol
and Marjorie Page as Chairman, BOCC and
Clerk-Recorder of Arapahoe County.

Witness my hand and official seal.

My commission expires 6/6/92.

Margaret E. Krectel
Notary Public

DOUGLAS COUNTY

By: Robert A. Winter
Title: Chairman 2-26-41

ATTEST:

By: Reta A. Gair
Title: Notary Public

STATE OF COLORADO)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me
this _____ day of _____, 19____, by _____
and _____ as _____ and
_____ of _____.

Witness my hand and official seal.

My commission expires _____.

Notary Public

CITY OF AURORA

By: Paul E. Tamm
Title: Mayor

ATTEST:

By: Dorinda L. Young
Title: City Clerk

STATE OF COLORADO)
COUNTY OF GRACIA) ss.

The foregoing instrument was acknowledged before me
this 12th day of June, 1991, by Dorinda L. Young
and Paul E. Tamm as Mayor and
of _____.

Witness my hand and official seal.

My commission expires 7-21-91.

[Signature]
Notary Public

TOWN OF PARKER

By: Ann Waterman
Title: Mayor

ATTEST:

By: Carol Baumgartner
Title: Town Clerk

STATE OF COLORADO)
COUNTY OF Douglas) ss.

The foregoing instrument was acknowledged before me
this 25th day of February, 1991, by Ann Waterman
and Carol Baumgartner as Mayor and
Town Clerk of the Town of Parker, Colorado.

Witness my hand and official seal.

My commission expires November 7th, 1994.

[Signature]
Notary Public

CITY OF THORNTON

By: Margaret W. Carpenter
Title: Mayer

ATTEST:

By: Nancy A. Vincent
Title: Atty Clerk

STATE OF COLORADO)
COUNTY OF Adams) ss.

The foregoing instrument was acknowledged before me
this 11th day of February, 1941, by Margaret W. Carpenter
and Nancy A. Vincent as Mayer and
Atty. Clerk of Adams.

Witness my hand and official seal.

My commission expires September 17 1973.

Franklin D. Miller
Notary Public

CITY OF BRIGHTON

By: Donald A. Hamstra
Title: Mayor

ATTEST:

By: Marianne Thomas
Title: City Clerk

STATE OF COLORADO)
COUNTY OF Adams) ss.

The foregoing instrument was acknowledged before me this 7th
day of June, 1991, by Donald A. Hamstra
and Marianne Thomas as Mayor
and City Clerk of Brighton, Colorado.

Witness my hand and official seal.

My commission expires October 25, 1991.

Alexander L. Lickman
Notary Public

APPENDIX D

SIXTH AMENDMENT TO THE ESTABLISHING CONTRACT
FOR THE
E-470 PUBLIC HIGHWAY AUTHORITY

This SIXTH AMENDMENT TO THE ESTABLISHING CONTRACT FOR THE E-470 PUBLIC HIGHWAY AUTHORITY ("the Sixth Amendment") is made and entered into as of this 10th day of January, 1995, pursuant to Colo. Const. Art. XIV, Sec. 18(2), title 30, C.R.S., title 31, C.R.S., appropriate municipal charter provisions, and part 5 of article 4, title 43, C.R.S., by and between ADAMS COUNTY, a body politic and corporate and a political subdivision of the State of Colorado, ARAPAHOE COUNTY, a body politic and corporate and political subdivision of the State of Colorado, DOUGLAS COUNTY, a body politic and corporate and a political subdivision of the State of Colorado, the CITY OF AURORA, a municipal corporation and political subdivision of the State of Colorado, the TOWN OF PARKER, a municipal corporation and political subdivision of the State of Colorado, the CITY OF THORNTON, a municipal corporation and political subdivision of the State of Colorado, the CITY OF BRIGHTON, a municipal corporation and political subdivision of the State of Colorado, and the CITY OF COMMERCE CITY, a municipal corporation and political subdivision of the State of Colorado (singularly or collectively "the Governmental Unit(s)").

RECITALS:

WHEREAS, the large population and population growth within the Denver metropolitan region, the significant and growing demand for construction of beltways within the Denver metropolitan region to facilitate traffic movement and the inadequacy of current transportation facilities to meet that demand, the division of the Denver metropolitan region into a variety of incorporated and unincorporated areas, the need to coordinate planning and construction of beltways or other transportation improvements to serve regional needs, and the limited availability of state and federal funds for such purposes, have caused the Colorado General Assembly to enact the Public Highway Authority Law in part 5 of article 4, title 43, C.R.S. ("the Act"); and

WHEREAS, it is the stated intention of the Colorado General Assembly that public highway authorities be formed to finance, construct, operate, or maintain all or a portion of a beltway or other transportation improvements in, inter alia, the Denver metropolitan region which, because of the cost or the location thereof in the jurisdiction of more than one municipality or county, cannot feasibly be financed, constructed, operated, or maintained by a municipality or county acting alone; and

WHEREAS, it is also the intention of the Colorado General Assembly that public highway authorities not be formed to assume, directly or indirectly, the traditional role of counties or municipalities to finance, construct, operate, or maintain local arterial or collector streets; and

WHEREAS, a public highway authority denominated the "E-470 Public Highway Authority" ("the Authority") was created by contract dated as of January 13, 1988, as amended ("the Establishing Contract"), by and between Adams County, Arapahoe County and Douglas County, and, by amendments to the Establishing Contract, the City of Aurora, the Town of Parker, the City of Thornton, and the City of Brighton, to finance, construct, operate or maintain E-470; and

WHEREAS, pursuant to paragraph 13 of the Establishing Contract, the Board of Directors of the Authority may include additional parties to the Establishing Contract upon such terms and conditions as the board deems appropriate, subject to appropriate amendment of the Establishing Contract by all the Governmental Units; and

WHEREAS, the City of Commerce City has requested that it become a party to the Establishing Contract and a member of the Authority; and

WHEREAS, the Board of Directors of the Authority has approved the addition of the City of Commerce City as a party to the Establishing Contract and a member of the Authority, subject to the amendment of the Establishing Contract for the Authority permitting the addition of such member by all the current members of the Authority; and

WHEREAS, the execution of this Sixth Amendment by the Governmental Units is permitted by Colo. Const. Art. XIV, Sec. 18(2), and is essential to the continued economic growth of the Denver metropolitan region, is in the public interest, and will promote the health, safety, and welfare of the citizens of this state by securing for them more adequate transportation;

NOW, THEREFORE, in consideration of the mutual promises and benefits herein expressed, and for other good and valuable consideration, the receipt and sufficiency of which is hereby freely acknowledged, the Governmental Units hereby covenant and agree as follows:

COVENANTS AND AGREEMENTS

1. Addition of the City of Commerce City. In accordance with the provisions of paragraphs 10 and 13 thereof, the Establishing Contract is hereby amended in the following particulars: The City of Commerce City is admitted as a

Governmental Unit and Party to the Establishing Contract and the E-470 Public Highway Authority, with all the rights, privileges, and duties associated therewith, and the initial paragraph, the recitals, the body and the signature pages of the Establishing Contract shall be deemed amended to reflect this action.

2. Amendment to Dedication Requirements. Paragraph 2 of the Third Amendment to the Establishing Contract and Paragraph 2 of the Fifth Amendment to the Establishing Contract are hereby superseded and replaced as follows:

"2. Right-of-Way Dedication. By virtue of this Contract all Governmental Units agree to require right-of-way dedication for the E-470 highway. Land acquired by the Governmental Unit shall be dedicated to the Authority after the Governmental Unit is satisfied with the design, configuration, construction plans and construction timing of E-470 and the right-of-way has been acquired by the Governmental Unit. In requiring right-of-way dedication for the E-470 highway in the context of their zoning and/or land use regulations, the Governmental Units shall not be required to commit an unconstitutional taking of property without just compensation, and are not required by this Contract to compensate a property owner for E-470 right-of-way. In the context of annexations of land into their respective boundaries, the municipal Governmental Units shall require E-470 right-of-way dedication as a condition to annexation."

3. Dedication Requirements.

a. Pursuant to Paragraph 2 of the Third Amendment to the Establishing Contract, as superseded and replaced, the City of Commerce City will require the dedication of E-470 right-of-way for the 300 foot-wide mainline and right-of-way for interchanges from the following parcels, identified by owner and Adams County Tax I.D. number:

REQUIRED DEDICATION

<u>Property Owner</u>	<u>Parcel I.D. Number</u>
City and County of Denver	1723-00-0-00-258
Fulenwider/L.C., Inc., et al	1723-00-0-00-265
VanSchaack Holdings	1723-00-0-00-266
Custy, Kenneth J. & Rita R.	1723-00-0-00-246
Fulenwider/L.C. Inc., et al	1723-00-0-00-264
Fulenwider/L.C. Inc., et al	1723-00-0-00-263
Ryel, Albert L. & Stanley P.	1723-00-0-00-048

b. The right-of-way dedication requirements contained in Paragraph 2 of the Third Amendment to the Establishing Contract

as superseded and replaced, shall apply to the City of Commerce City except as follows: The City of Commerce City shall not be required to exact dedication, as a condition to annexation, approval of zoning, development or otherwise, of E-470 right-of-way in the following parcels, identified by owner and Adams County Tax I.D. number:

NO DEDICATION REQUIRED

<u>Property Owner</u>	<u>Parcel I.D. Number</u>
Public Service Co.	1723-00-0-00-60
Goalstone, Marc L. & Janet T.	1723-04-0-09-004
Ryan, Richard J. & Mary Jane	1723-00-0-09-003
Ryan, Richard J. & Mary Jane	1723-00-0-09-001
Dahlinger, James E.	1723-00-0-09-002
Farner, Joe P., Jr. & Marjorie	1569-32-0-00-011
The Wellington Reservoir Co.	1569-32-0-00-004
Beeler, Robert Y. Jr. & Amy W.	1569-32-0-00-016
Kondur, Mary Frances	1569-32-0-00-017
Kondur, Mary Frances	1569-32-0-00-018

c. The City of Commerce City shall require dedication as a condition to zoning, subdivision, development or otherwise, of E-470 right-of-way for the 300 foot-wide mainline and right-of-way for interchanges from the following parcels, identified by owner and Adams County Tax I.D. number, to the extent possible under the terms of annexation agreements which were made previous to the effective date of this agreement:

<u>Property Owner</u>	<u>Parcel I.D. Number</u>
Tower 88 Company, et al	1723-00-0-00-181
Tower 88 Company, et al	1723-00-0-00-089
Tower 88 Company, et al	1723-00-0-00-090
The 455 Company	1723-00-0-00-245
T.R. Ranch Co.	1723-00-0-00-020
Cersonsky, H. Sol, et al	1723-00-0-00-121
Cutler, Dan V.	1569-33-0-00-008
Cutler, Dan V.	1569-33-0-00-003

d. Notwithstanding the above provisions regarding right-of-way acquisition, the City of Commerce City shall obtain on behalf of the E-470 Public Highway Authority those properties required by the E-470 Public Highway Authority in accord with and subject to the provisions of the Intergovernmental Agreement to be executed dated November 19, 1992, by and between the City of Commerce City and E-470 Public Highway Authority regarding Coordination of Road Improvements and Operations ("IGA").

Notwithstanding the provisions of Paragraph 4.b. of the IGA, the City of Commerce City shall be entitled to be reimbursed only for the costs of those rights-of-way located in Segment II and identified in Paragraph 3.c. above.

4. Membership Fee. The City Commerce City shall pay the Twenty-Five Thousand Dollar (\$25,000) fee for membership in the Authority with payment due on or before the date the City of Commerce City is seated on the E-470 Board.

5. Prior Provisions Effective. Except as specifically amended hereby, all the terms and provisions of the Establishing Contract as amended shall remain in full force and effect.

6. Counterpart Execution. This Sixth Amendment may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

ADAMS COUNTY

By: *Harold E. Kite*
Title: Chairman
Board of County Commissioners

ATTEST:

By: *Vienna Thatcher*
Title: Deputy Clerk of the Board

STATE OF COLORADO)
) ss.
COUNTY OF Adams)

The foregoing instrument was acknowledged before me this 3rd
day of February, 1993 by Harold E.
Kite as Chairman
of Board of County Commissioners.

Witness my hand and official seal.

My commission expires: May 24, 1993

Sandra L. Oti
Notary Public

STATE OF COLORADO)
)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me this ____
day of _____, 199__ by _____
as _____
of _____.

Witness my hand and official seal.

My commission expires: _____

Notary Public

ARAPAHOE COUNTY

By: Thomas R. Eggert
Title: Chairman, Board of County Commissioners

ATTEST: Donetta Davidson

By: Donetta Davidson
Title: Clerk to the Board

STATE OF COLORADO)
)
COUNTY OF ARAPAHOE) ss.

The foregoing instrument was acknowledged before me this 25th
day of April, 1995 by _____
Thomas R. Eggert as Chairman
of the Board of County Commissioners of Arapahoe County, Colorado and
Donetta Davidson as Clerk to the Board

Witness my hand and official seal.

My commission expires: April 30, 1998.

Linda D. Herrick
Notary Public

DRAFT

STATE OF COLORADO)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me this ____
day of _____, 199__ by _____
of _____ as _____.

Witness my hand and official seal.

My commission expires: _____

Notary Public

DOUGLAS COUNTY

By: _____

Title: _____

ATTEST:

By: _____

Title: _____ Clerk and Recorder

STATE OF COLORADO)
COUNTY OF Douglas) ss.

The foregoing instrument was acknowledged before me this 12th
day of January, 1993 by _____
James R. Sullivan as Chairman
of The Board of County Commissioners of the County of Douglas, Colorado

Witness my hand and official seal.

My commission expires: _____
My Commission Expires 12-6-94

Notary Public

Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 19th
day of January _____, 1993 by _____
_____ as Clerk and Recorder
of Douglas County, Colorado _____.

Witness my hand and official seal.

My commission expires: My Commission Expires
12-6-94

Carol A. Weber

Notary Public

CITY OF AURORA

By: Paul E. Tauer
Title: Mayor

ATTEST:

By: Danna L. Young
Title: City Clerk

STATE OF COLORADO)
) ss.
COUNTY OF Arapahoe)

The foregoing instrument was acknowledged before me this 9th
day of January _____, 1995 by _____
Paul E. Tauer as Mayor
of Aurora, Colorado _____.

Witness my hand and official seal.

My commission expires: June 25, 1997

Joanne M. Hakester

Notary Public

STATE OF COLORADO)
COUNTY OF DOUGLAS) ss.

The foregoing instrument was acknowledged before me this 12
day of JANUARY, 1993 by GREG LOPEZ
of TOWN OF PARKER as MAYOR.

Witness my hand and official seal.

My commission expires: 4-2-95

Kathleen Morse
Notary Public

TOWN OF PARKER

By: [Signature]
Title: MAYOR

ATTEST:

By: [Signature]
Title: TOWN CLERK

STATE OF COLORADO)
COUNTY OF DOUGLAS) ss.

The foregoing instrument was acknowledged before me this 12
day of JANUARY, 1993 by CAROL BAUMGARTNER
of TOWN OF PARKER as TOWN CLERK.

Witness my hand and official seal.

My commission expires: 4-2-95

Kathleen Morse
Notary Public

STATE OF COLORADO)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me this ____
day of _____, 199__ by _____
of _____ as _____.

Witness my hand and official seal.

My commission expires: _____

Notary Public

CITY OF THORNTON

By: Margaret W. Carpenter
Title: Mayor

ATTEST:

By: Dorothy A. Wexcent
Title: City Clerk

STATE OF COLORADO)
COUNTY OF Adams) ss.

The foregoing instrument was acknowledged before me this 12th
day of January, 1993 by Margaret
W. Carpenter as Mayor
of City of Thornton.

Witness my hand and official seal.

My commission expires: 10/24/94

Karen Wurst
Notary Public

STATE OF COLORADO)
COUNTY OF Adams) ss.

The foregoing instrument was acknowledged before me this 2
day of February, 1993 by _____
Donald Handstra as Mayor
of City of Brighton.

Witness my hand and official seal.

My commission expires: 5/25/93

[Signature]
Notary Public

CITY OF BRIGHTON

By: [Signature]
Title: Mayor

ATTEST:

By: Marianne Thomas
Title: City Clerk

STATE OF COLORADO)
COUNTY OF Adams) ss.

The foregoing instrument was acknowledged before me this 2nd
day of February, 1993 by _____
Marianne Thomas as City Clerk
of City of Brighton.

Witness my hand and official seal.

My commission expires: 5/25/93

[Signature]
Notary Public

STATE OF COLORADO)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me this ____
day of _____, 199__ by _____
as _____
of _____.

Witness my hand and official seal.

My commission expires: _____

Notary Public

CITY OF COMMERCE CITY

By: Nave R. Busby
Title: Mayor

ATTEST:

By: Betty J. Martin
Title: City Clerk

STATE OF COLORADO)
COUNTY OF Adams) ss.

The foregoing instrument was acknowledged before me this 13th
day of August, 1993 by _____
as Mayor
of City of Commerce City.

Witness my hand and official seal.

My commission expires: May 3, 1995

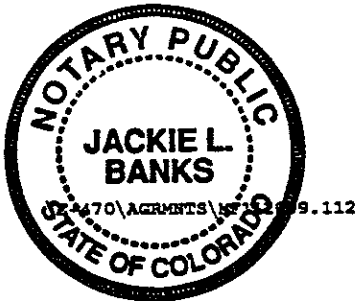
Bonnie Greene
Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF ADAMS)

The foregoing instrument was acknowledged before me this 13th
day of January, 1993 by _____
Betty J. Martin as City Clerk
of the City of Commerce City, Colorado.

Witness my hand and official seal.

My commission expires: 3/16/94



Jackie L. Banks
Notary Public

EXHIBIT A

E-470 CORRIDOR
DOUGLAS COUNTY

A parcel of land being 7920 feet each side of the following described E-470 Public Highway Centerline, said parcel covers only land East of Interstate 25 in the following Sections 5 and 6, Township 6 South, Range 65 West, Section 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 15, 16, 17, and 18, Township 6 South, Range 66 West, Sections 1, 2, 3, 10, 11, 12, 13, 14, and 15 Township 6 South, Range 67 West of the Sixth Principal Meridian, County of Douglas, State of Colorado, being more particularly described as follows:

NOTE: For the purpose of this description the bearings are based on the City of Aurora state plane coordinate points, "Jog" and "Elway" being North 78°54'09" East.

Commencing at Southeast Corner of Section 3, Township 6 South, Range 67 West;
Thence North 28°37'03" West, 1777.38 feet, to a point on the Centerline of Interstate 25, said point also being the TRUE POINT OF BEGINNING on the Centerline of E-470 Public Highway;
Thence South 86°24'52" East, 1045.16 feet;
Thence South 84°09'52" East, 100.01 feet, to a point of curvature;
Thence along the arc of a curve to the right, whose center bears South 05°50'08" West, 3819.72 feet, thru a central angle of 20°01'22", an arc length of 1334.85 feet, whose chord bears South 74°09'11" East, 1328.07 feet, to a point of tangency;
Thence South 64°08'30" East, 100.01 feet;
Thence South 61°53'30" East, 1090.99 feet;
Thence South 63°22'00" East, 100.01 feet, to a point of curvature;
Thence along the arc of a curve to the left, whose center bears North 26°38'00" East, 5826.69 feet, thru a central angle of 45°10'30", an arc length of 4594.06 feet, whose chord bears South 85°57'15" East, 4475.98 feet, to a point of tangency;
Thence North 71°27'30" East, 100.01 feet;
Thence North 69°59'00" East, 4275.06 feet;
Thence North 71°29'00" East, 100.01 feet, to a point of curvature;
Thence along the arc of a curve to the right, whose center bears South 18°31'00" East, 5729.58 feet, thru a central angle of 49°50'08", an arc length of 4983.54 feet, whose chord bears South 83°35'56" East, 4827.93 feet, to a point of tangency;
Thence South 58°40'52" East, 100.01 feet;
Thence South 57°10'52" East, 1834.03 feet;
Thence South 59°25'52" East, 100.01 feet, to a point of curvature;

Thence along the arc of a curve to the left, whose center bears North 30°34'08" East, 3819.72 feet, thru a central angle of 21°43'55", an arc length of 1448.80 feet, whose chord bears South 70°17'50" East, 1440.13 feet, to a point of tangency;

Thence South 81°09'47" East, 100.01 feet;

Thence South 83°24'47" East, 3006.94 feet;

Thence South 85°39'47" East, 100.01 feet, to a point of curvature;

Thence along the arc of a curve to the left, whose center bears North 04°20'13" East, 3819.72 feet, thru a central angle of 40°45'41", an arc length of 2717.42 feet, whose chord bears North 73°57'22" East, 2660.48 feet, to a point of tangency;

Thence North 53°34'32" East, 100.01 feet;

Thence North 51°19'32" East, 1655.01 feet;

Thence North 47°34'32" East, 100.04 feet, to a point of curvature;

Thence along the arc of a curve to the left, whose center bears North 42°25'28" West, 2291.83 feet, thru a central angle of 32°41'47", an arc length of 1307.85 feet, whose chord bears North 31°13'39" East, 1290.18 feet, to a point of tangency;

Thence North 14°52'45" East, 100.04 feet;

Thence North 11°07'45" East, 1291.75 feet;

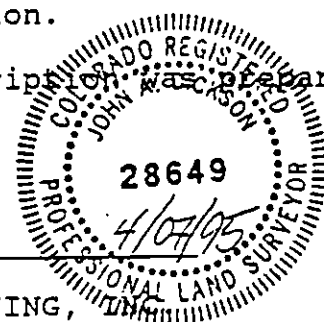
Thence North 13°22'45" East, 100.01 feet, to a point of curvature;

Thence along the arc of a curve to the right, whose center bears South 76°37'15" East, 3819.72 feet, thru a central angle of 34°16'12", an arc length of 2284.66 feet, whose chord bears North 30°30'51" East, 2250.76 feet, to a point of non-tangency, said point being on the Douglas County and Arapahoe County line from which the Southwest Corner of Section 34, Township 5 South, Range 66 West bears South 89°38'20" West, 2110.59 feet, said point also being the POINT OF TERMINUS of this description.

I hereby certify that the attached legal description was prepared under my direct supervision.



For and on Behalf of
WESTERN STATES SURVEYING,
John A. Dickson, PLS 28649



DOUGLAS.LEG

E-470 CORRIDOR
ARAPAHOE COUNTY

A parcel of land being 7920 feet each side of the following described E-470 Public Highway Centerline, said parcel covers only land East of Interstate 25 in the following Sections 5, 6, 7, 8, 17, 18, 19, 20, 29, 30, 31, and 32, Township 4 South, Range 65 West, Sections 1, 2, 11, 12, 13, 14, 15, 22, 23, 24, 25, 26, 27, 35, and 36, Township 4 South, Range 66 West, Sections 5, 6, 7, 8, 17, 18, 19, 20, 29, 30, 31, and 32, Township 5 South, Range 65 West, Sections 1, 2, 11, 12, 13, 14, 22, 23, 24, 25, 26, 27, 28, 31, 32, 33, 34, 35, and 36, Township 5 South, Range 66 West, Sections 34, 35, and 36, Township 5 South, Range 67 West of the Sixth Principal Meridian, County of Arapahoe, State of Colorado, being more particularly described as follows:

NOTE: For the purpose of this description the bearings are based on the City of Aurora state plane coordinate points, "Jog" and "Elway" being North 78°54'09" East.

Commencing at the Southwest Corner of Section 34, Township 5 South, Range 66 West;

Thence North 89°38'20" East, 2110.59 feet, along the southerly lien of said Section 34 to the TRUE POINT OF BEGINNING, said point being a point of non-tangency on the Centerline of E-470 Public Highway;

Thence along the arc of a curve to the right, whose center bears South 42°21'03" East, 3819.72 feet, thru a central angle of 24°06'04", an arc length of 1606.75 feet, whose chord bears North 59°41'59" East, 1594.93 feet, to a point of tangency;

Thence North 71°45'01" East, 100.01 feet;

Thence North 74°00'01" East, 1354.55 feet;

Thence North 70°15'01" East, 100.04 feet, to a point of curvature;

Thence along the arc of a curve to the left, whose center bears North 19°44'59" West, 2291.83 feet, thru a central angle of 21°21'08", an arc length of 854.09 feet, whose chord bears North 59°34'27" East, 849.15 feet, to a point of tangency;

Thence North 48°53'54" East, 100.04 feet;

Thence North 45°08'54" East, 2520.85 feet;

Thence North 48°53'53" East, 100.04 feet, to a point of curvature;

Thence along the arc of a curve to the right, whose center bears South 41°06'06" East, 2291.83 feet, thru a central angle of 38°12'55", an arc length of 1528.61 feet, whose chord bears North 68°00'21" East, 1500.44 feet, to a point of tangency;

Thence North 87°06'49" East, 100.04 feet;

Thence South 89°08'11" East, 3489.72 feet;

Thence North 87°51'49" East, 100.03 feet, to a point of curvature;

Thence along the arc of a curve to the left, whose center bears North 02°08'11" West, 2864.79 feet, thru a central angle of 84°51'49", an arc length of 4243.18 feet, whose chord bears North 45°25'54" East, 3865.82 feet, to a point of tangency;

Thence North 03°00'00" East, 100.03 feet;

Thence North 00°00'00" East, 2286.66 feet;

Thence North 01°30'00" East, 100.01 feet, to a point of curvature;

Thence along the arc of a curve to the right, whose center bears South 88°30'00" East, 5729.58 feet, thru a central angle of 21°08'57", an arc length of 2114.93 feet, whose chord bears North 12°04'29" East, 2102.94 feet, to a point of tangency;

Thence North 22°38'57" East, 100.01 feet;

Thence North 24°08'57" East, 1952.98 feet;

Thence North 21°08'57" East, 100.03 feet, to a point of curvature;

Thence along the arc of a curve to the left, whose center bears North 68°51'03" West, 2864.79 feet, thru a central angle of 42°13'11", an arc length of 2110.98 feet, whose chord bears North 00°02'22" East, 2063.54 feet, to a point of tangency;

Thence North 21°04'13" West, 100.03 feet;

Thence North 24°04'13" West, 3162.35 feet;

Thence North 21°49'13" West, 100.01 feet, to a point of curvature;

Thence along the arc of a curve to the right, whose center bears North 68°10'47" East, 3819.72 feet, thru a central angle of 20°44'03", an arc length of 1382.28 feet, whose chord bears North 11°27'12" West, 1374.75 feet, to a point of tangency;

Thence North 01°05'10" West, 100.01 feet;

Thence North 01°09'50" East, 1784.72 feet;

Thence North 01°09'50" East, 1379.85 feet, to a point of curvature;

Thence along the arc of a curve to the left, whose center bears North 88°50'10" West, 22918.31 feet, thru a central angle of 02°42'11", an arc length of 1081.24 feet, whose chord bears North 00°11'16" West, 1081.14 feet, to a point of tangency;

Thence North 01°32'21" West, 6222.72 feet, to a point of curvature;

Thence along the arc of a curve to the left, whose center bears South 88°27'39" West, 11459.16 feet, thru a central angle of 09°10'28", an arc length of 1834.90 feet, whose chord bears North 06°07'35" West, 1832.94 feet, to a point of tangency;

Thence North 10°42'50" West, 9706.88 feet, to a point of curvature;

Thence along the arc of a curve to the right, whose center bears North 79°17'10" East, 7639.44 feet, thru a central angle of 10°42'50", an arc length of 1428.50 feet, whose chord bears North 05°21'25" West, 1426.42 feet, to a point of tangency;

Thence North 00°00'00" East, 3989.07 feet, to a point of curvature;

Thence along the arc of a curve to the right, whose center bears North 90°00'00" East, 22918.31 feet, thru a central angle of 12°29'53", an arc length of 4999.27 feet, whose chord bears North 06°14'57" East, 4989.36 feet, to a point of tangency;

Thence North 12°29'53" East, 9957.58 feet;

Thence North 10°14'53" East, 100.01 feet, to a point of curvature;

Thence along the arc of a curve to the left, whose center bears North 79°45'07" West, 3819.72 feet, thru a central angle of 08°15'38", an arc length of 550.70 feet, whose chord bears North 06°07'04" East, 550.23 feet, to a point of tangency;

Thence North 01°59'15" East, 100.01 feet;

Thence North 00°15'45" West, 1020.55 feet, to a point on the Arapahoe County and Adams County line from which the Northwest Corner of Section 6, Township 4 South, Range 65 West bears South 89°43'23" West, 4.74 feet, said point also being the POINT OF TERMINUS of this description.

I hereby certify that the attached legal description was prepared under my direct supervision.


For and on Behalf of
WESTERN STATES SURVEYING,
John A. Dickson, PLS 28649



ARAPAHOE.LEG

E-470 CORRIDOR
ADAMS COUNTY NO. 1

A parcel of land being 7920 feet each side of the following described E-470 Public Highway Centerline, said parcel covers only land East of Interstate 25 in the following Sections 5, 6, 7, 8, 17, 18, 19, 20, 29, 30, 31, and 32, Township 3 South, Range 65 West, Sections 1, 2, 3, 10, 11, 12, 13, 14, 23, 24, 25, 26, 35 and 36, Township 3 South, Range 66 West of the Sixth Principal Meridian, County of Adams, State of Colorado, being more particularly described as follows:

NOTE: For the purpose of this description the bearings are based on the City of Aurora state plane coordinate points, "Jog" and "Elway" being North 78°54'09" East.

Commencing at the Northwest Corner of Section 6, Township 4 South, Range 65 West;

Thence North 89°43'23" East, 4.74 feet, along the northerly line of said Section 6, to the TRUE POINT OF BEGINNING, said point being on the Centerline of E-470 Public Highway;

Thence North 00°15'45" West, 1250.47 feet;

Thence North 04°18'45" West, 90.04 feet, to a point of curvature;

Thence along the arc of a curve to the left, whose center bears South 85°41'15" West, 1909.86 feet, thru a central angle of 04°57'51", an arc length of 165.47 feet, whose chord bears North 06°47'40" West, 165.42 feet, to a point of tangency;

Thence North 09°16'35" West, 90.04 feet;

Thence North 13°19'35" West, 718.30 feet;

Thence North 09°16'35" West, 90.04 feet, to a point of curvature;

Thence along the arc of a curve to the right, whose center bears North 80°43'25" East, 1909.86 feet, thru a central angle of 05°13'35", an arc length of 174.22 feet, whose chord bears North 06°39'48" West, 174.16 feet, to a point of tangency;

Thence North 04°03'00" West, 90.04 feet;

Thence North 00°00'00" East, 19985.54 feet;

Thence North 01°52'30" West, 100.01 feet, to a point of curvature;

Thence along the arc of a curve to the left, whose center bears South 88°07'30" West, 4583.66 feet, thru a central angle of 21°15'00", an arc length of 1700.00 feet, whose chord bears North 12°30'00" West, 1690.28 feet, to a point of tangency;

Thence North 23°07'30" West, 100.01 feet;

Thence North 25°00'00" West, 2530.15 feet;

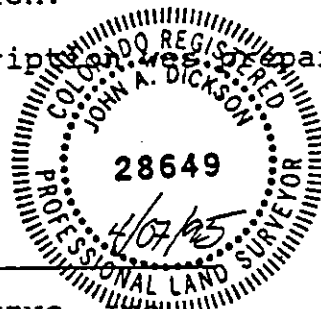
Thence North 29°07'30" West, 100.05 feet, to a point of curvature;

Thence along the arc of a curve to the left, whose center bears South 60°52'30" West, 2083.48 feet, thru a central angle of 50°44'45", an arc length of 1845.30 feet, whose chord bears North 54°29'52" West, 1785.58 feet, to a point of tangency;

Thence North 79°52'15" West, 100.05 feet;
Thence North 83°59'45" West, 2322.72 feet;
Thence North 81°44'45" West, 100.01 feet, to a point of
curvature;
Thence along the arc of a curve to the right, whose center bears
North 08°15'15" East, 3819.72 feet, thru a central angle
of 55°17'38", an arc length of 3686.25 feet, whose chord
bears North 54°05'56" West, 3544.86 feet, to a point of
non-tangency, on the Adams County and City and County of
Denver line from which the Center Quarter Corner of
Section 2, Township 3 South, Range 66 West, bears
South 25°57'05" East, 1297.32 feet, said point also being
the POINT OF TERMINUS of this description.

I hereby certify that the attached legal description was prepared
under my direct supervision.


For and on Behalf of
WESTERN STATES SURVEYING, INC.
John A. Dickson, PLS 28649



ADAMS-1.LEG

E-470 CORRIDOR
ADAMS COUNTY NO. 2

A parcel of land being 7920 feet each side of the following described E-470 Public Highway Centerline, said parcel covers only land East of Interstate 25 in the following Sections 19, 20, 28, 29, 30, 31, 32, 33, 34, and 35, Township 1 South, Range 66 West, Sections 5, 6, 7, 8, 9, 10, 11, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 34, 35, and 36, Township 1 South, Range 67 West, Sections 1, 2, 10, 11, 12, 13, 14, 15, 23, and 24, Township 1 South, Range 68 West, Sections 1, 2, 3, 4, 5, 6, 8, 9, 10, 11, 12, 13, 14, 15, 16, 21, 22, 23, 24, 25, 26, 27, and 28, Township 2 South Range 66 West, Sections 1 and 2, Township 2 South, Range 67 West, of the Sixth Principal Meridian, County of Adams, State of Colorado, being more particularly described as follows:

NOTE: For the purpose of this description the bearings are based on the City of Aurora state plane coordinate points, "Jog" and "Elway" being North 78°54'09" East.

Commencing at the South Quarter Corner of Section 26, Township 2 South, Range 66 West;

Thence North 36°00'37" West, 1549.53 feet, to the TRUE POINT OF BEGINNING, said point being on the Centerline of E-470 Public Highway;

Thence North 00°00'00" East, 2801.96 feet;

Thence North 02°15'00" West, 100.01 feet, to a point of curvature;

Thence along the arc of a curve to the left, whose center bears South 87°45'00" West, 3819.72 feet, thru a central angle of 17°38'36", an arc length of 1176.21 feet, whose chord bears North 11°04'18" West, 1171.57 feet, to a point of tangency;

Thence North 19°53'36" West, 100.01 feet;

Thence North 22°08'36" West, 3668.23 feet, to a point of curvature;

Thence along the arc of a curve to the left, whose center bears South 67°51'24" West, 7639.44 feet, thru a central angle of 08°21'24", an arc length of 1114.24 feet, whose chord bears North 26°19'18" West, 1113.25 feet, to a point of tangency;

Thence North 30°30'00" West, 2839.66 feet;

Thence North 29°00'00" West, 100.01 feet, to a point of curvature;

Thence along the arc of a curve to the right, whose center bears North 61°00'00" East, 5729.58 feet, thru a central angle of 27°30'00", an arc length of 2750.00 feet, whose chord bears North 15°15'00" West, 2723.68 feet, to a point of tangency;

Thence North 01°30'00" West, 100.01 feet;

Thence North 00°00'00" West, 5019.62 feet;

Thence North 02°37'30" West, 100.02 feet, to a point of curvature;

Thence along the arc of a curve to the left, whose center bears South 87°22'30" West, 3274.04 feet, thru a central angle of 63°24'05", an arc length of 3622.93 feet, whose chord bears North 34°19'32" West, 3440.90 feet, to a point of tangency;

Thence North 66°01'35" West, 100.02 feet;

Thence North 68°39'05" West, 1473.02 feet;

Thence North 65°39'05" West, 100.03 feet, to a point of curvature;

Thence along the arc of a curve to the right, whose center bears North 24°20'55" East, 2864.79 feet, thru a central angle of 30°54'05", an arc length of 1545.07 feet, whose chord bears North 50°12'02" West, 1526.41 feet, to a point of tangency;

Thence North 34°45'00" West, 100.03 feet;

Thence North 31°45'00" West, 2242.08 feet;

Thence North 34°45'00" West, 100.03 feet, to a point of curvature;

Thence along the arc of a curve to the left, whose center bears South 55°15'00" West, 2864.79 feet, thru a central angle of 26°30'00", an arc length of 1325.00 feet, whose chord bears North 48°00'00" West, 1313.22 feet, to a point of tangency;

Thence North 61°15'00" West, 100.03 feet;

Thence North 64°15'00" West, 7336.61 feet;

Thence North 65°45'00" West, 100.01 feet, to a point of curvature;

Thence along the arc of a curve to the left, whose center bears South 24°15'00" West, 5729.58 feet, thru a central angle of 22°45'00", an arc length of 2275.00 feet, whose chord bears North 77°07'30" West, 2260.08 feet, to a point of tangency;

Thence North 88°30'00" West, 100.01 feet;

Thence South 90°00'00" West, 3309.29 feet;

Thence North 88°30'00" West, 100.01 feet, to a point of curvature;

Thence along the arc of a curve to the right, whose center bears North 01°30'00" East, 5729.58 feet, thru a central angle of 54°00'00", an arc length of 5400.00 feet, whose chord bears North 61°30'00" West, 5202.35 feet, to a point of tangency;

Thence North 34°30'00" West, 100.01 feet;

Thence North 33°00'00" West, 3079.85 feet;

Thence North 34°30'00" West, 100.01 feet, to a point of curvature;

Thence along the arc of a curve to the left, whose center bears South 55°30'00" West, 5729.58 feet, thru a central angle of 16°00'00", an arc length of 1600.00 feet, whose chord bears North 42°30'00" West, 1594.81 feet, to a point of tangency;

Thence North 50°30'00" West, 100.01 feet;

Thence North 52°00'00" West, 2736.81 feet;

Thence North 54°37'30" West, 100.02 feet, to a point of curvature;

Thence along the arc of a curve to the left, whose center bears South $35^{\circ}22'30''$ West, 3274.04 feet, thru a central angle of $18^{\circ}14'19''$, an arc length of 1042.20 feet, whose chord bears North $63^{\circ}44'39''$ West, 1037.81 feet, to a point of tangency;

Thence North $72^{\circ}51'49''$ West, 100.02 feet;

Thence North $75^{\circ}29'19''$ West, 3120.61 feet, to a point of curvature;

Thence along the arc of a curve to the right, whose center bears North $14^{\circ}30'41''$ East, 7639.44 feet, thru a central angle of $10^{\circ}29'19''$, an arc length of 1398.48 feet, whose chord bears North $70^{\circ}14'39''$ West, 1396.52 feet, to a point of tangency;

Thence North $65^{\circ}00'00''$ West, 2287.93 feet, to a point of curvature;

Thence along the arc of a curve to the left, whose center bears South $25^{\circ}00'00''$ West, 7639.44 feet, thru a central angle of $13^{\circ}02'34''$, an arc length of 1739.03 feet, whose chord bears North $71^{\circ}31'17''$ West, 1735.28 feet, to a point of tangency;

Thence North $78^{\circ}02'34''$ West, 3140.43 feet;

Thence North $76^{\circ}32'34''$ West, 100.01 feet, to a point of curvature;

Thence along the arc of a curve to the right, whose center bears North $13^{\circ}27'26''$ East, 5729.58 feet, thru a central angle of $16^{\circ}02'34''$, an arc length of 1604.28 feet, whose chord bears North $68^{\circ}31'17''$ West, 1599.04 feet, to a point of tangency;

Thence North $60^{\circ}30'00''$ West, 100.01 feet;

Thence North $59^{\circ}00'00''$ West, 7726.48 feet;

Thence North $60^{\circ}52'30''$ West, 100.01 feet, to a point of curvature;

Thence along the arc of a curve to the left, whose center bears South $29^{\circ}07'30''$ West, 4583.66 feet, thru a central angle of $36^{\circ}08'46''$, an arc length of 2891.68 feet, whose chord bears North $78^{\circ}56'53''$ West, 2843.97 feet, to a point of tangency;

Thence South $82^{\circ}58'44''$ West, 100.01 feet;

Thence South $81^{\circ}06'14''$ West, 1361.67 feet;

Thence South $82^{\circ}36'14''$ West, 100.01 feet, to a point of curvature;

Thence along the arc of a curve to the right whose center bears North $07^{\circ}23'46''$ West, 5729.58 feet, thru a central angle of $19^{\circ}53'46''$, an arc length of 1989.60 feet, whose chord bears North $87^{\circ}26'53''$ West, 1979.62 feet, to a point of tangency;

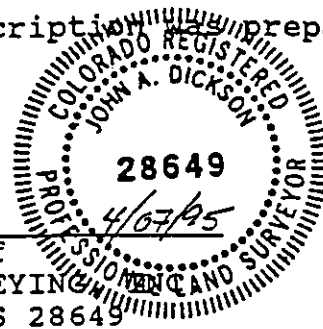
Thence North $77^{\circ}30'00''$ West, 100.01 feet;

Thence North $76^{\circ}00'00''$ West, 7779.45 feet, to a point on the Centerline of Interstate 25 from which the Northeast Corner of Section 10, Township 1 South, Range 68 West bears North $56^{\circ}29'14''$ East, 3273.43 feet, said point also being the POINT OF TERMINUS, of this description.

I hereby certify that the attached legal description was prepared under my direct supervision.



For and on Behalf of
WESTERN STATES SURVEYING
John A. Dickson, PLS 28649



ADAMS-2.LEG

E-470 CORRIDOR
DENVER COUNTY

A parcel of land being 7920 feet each side of the following described E-470 Public Highway Centerline, said parcel covers only land East of Interstate 25 in the following Section 31, Township 2 South, Range 65 West, Sections 13, 24, 25, 26, 27, 33, 34, 35, and 36, Township 2 South, Range 66 West, Section 5 and 6, Township 3 South, Range 65 West, Sections 1, 2, 3, 4, and 10, Township 3 South, Range 66 West, of the Sixth Principal Meridian, City & County of Denver, State of Colorado, being more particularly described as follows:

NOTE: For the purpose of this description the bearings are based on the City of Aurora state plane coordinate points, "Jog" and "Elway" being North 78°54'09" East.

Commencing at the Center Quarter Corner of Section 2, Township 3 South Range 66 West;

Thence North 25°57'05" West, 1297.32 feet, to the TRUE POINT OF BEGINNING, said point being a point of non-tangency on the Centerline of E-470 Public Highway;

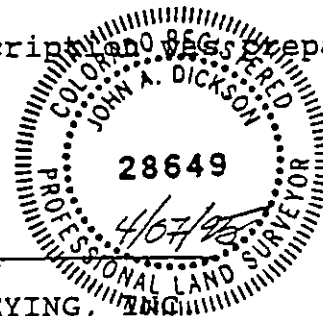
Thence along the arc of a curve to the right, whose center bears North 63°32'53" East, 3819.72 feet, thru a central angle of 24°12'07", an arc length of 1613.47 feet, whose chord bears North 14°21'04" West, 1601.50 feet, to a point of tangency;

Thence North 02°15'00" West, 100.01 feet;

Thence North 00°00'00" East, 6348.54 feet, to a point on the City and County of Denver and the Adams County line from which the South Quarter Corner of Section 26, Township 2 South, Range 66 West bears South 36°00'37" East, 1549.53 feet, said point also being the POINT OF TERMINUS of this description.

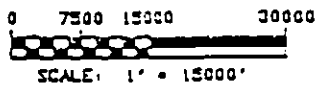
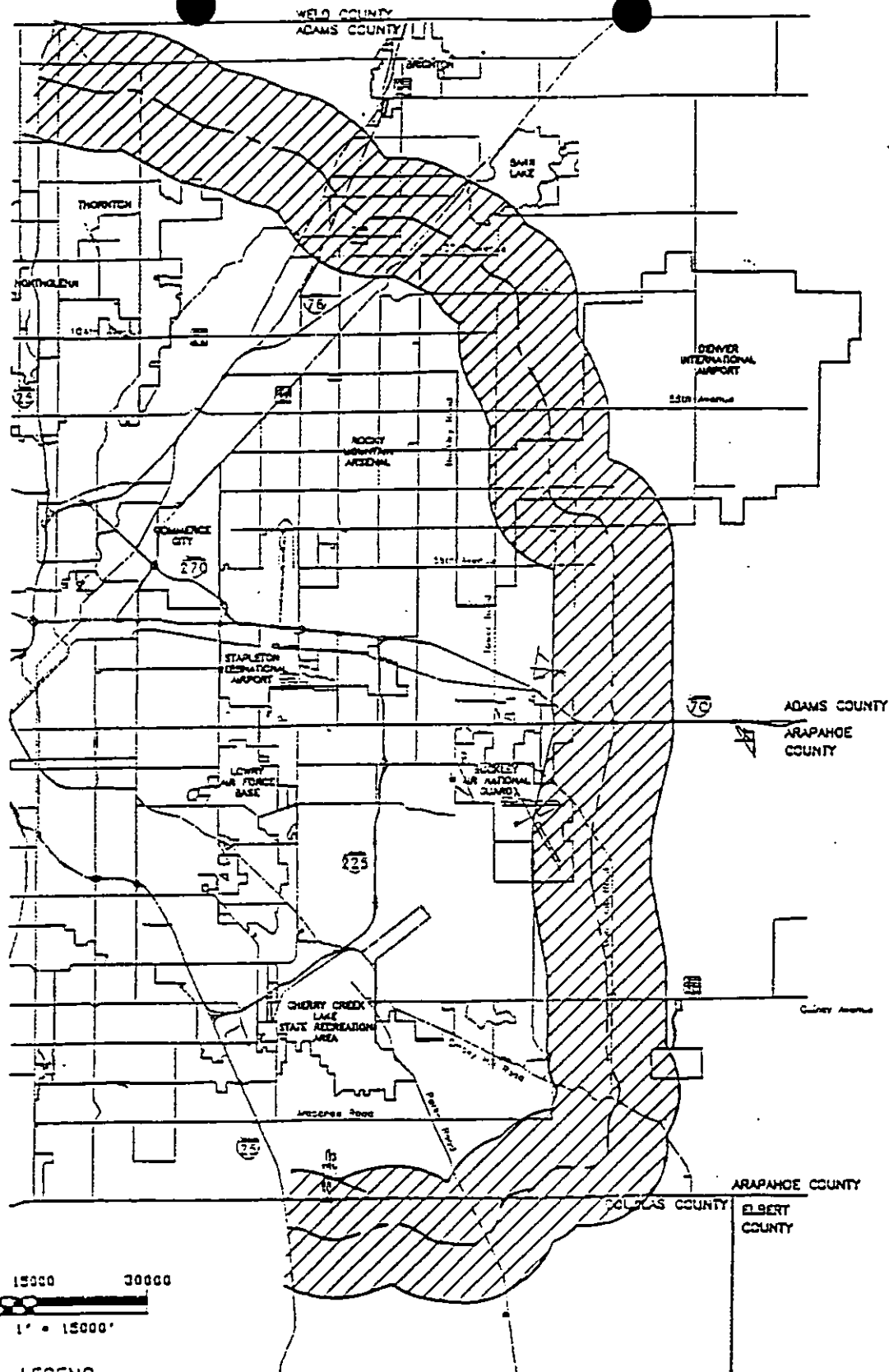
I hereby certify that the attached legal description was prepared under my direct supervision.


For and on Behalf of
WESTERN STATES SURVEYING, INC.
John A. Dickson, PLS 28649



DENVER.LEG

9560420 - 12/19/95 08:43 - RETA A CRAIN DOUGLAS CO. COLO. CLERK & RECORDER
 \$1307 - P0249 - \$75.00 - 15/ 15



LEGEND

 3 MILE CORRIDOR CURRENT ALIGNMENT

CALC: LEL 4-6-95 REV:
 CRWN: LEL 4-6-95

E-470

WESTERN STATES
SURVEYING, Inc.

10900 EAST PLAZA DRIVE
 FORT COLLINS, COLORADO 80524
 (303) 641-7400

DATE: 6 APR 1995
 JOB NO.: 9003011

SCALE:
 1"=15000'

JOB ID. EXH
 PLOT: CORRIDOR

SURVEYOR:
 COMPUTER: LEL

EXHIBIT
E470 HIGHWAY CORRIDOR
E470 PUBLIC HIGHWAY
AUTHORITY



Request for Town Council Action

Date: October 1, 2018

Submitted By: Alex Mestdagh, Engineering Service Manager

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 1.515 - Second Reading (to be continued to 11/5/18)**
A Bill for an Ordinance Conveying Certain Real Property by Easement to Parker Water and Sanitation District for Tract B, Reata West Filing No. 1, 2nd Amendment

Department: Alex Mestdagh

EXECUTIVE SUMMARY

This item proposes to grant a utility easement to Parker Water and Sanitation District over Tract B, Reata West Filing No. 1, 2nd Amendment, to accommodate sanitary sewer infrastructure for the proposed Parker Pointe development.

The ordinance was approved on first reading on September 4, 2018. The second reading for this ordinance was scheduled for October 1, 2018, but is continued to the November 5, 2018, Town Council meeting, in order to coincide with the anticipated date of a public hearing for this development.

STAFF RECOMMENDATION

Continue

BACKGROUND/DISCUSSION

The developer of the proposed Parker Pointe subdivision is currently processing a Minor Development Plat to create a commercial subdivision. This property is located at the southeast corner of Parker Road and Stroh Road.

This developer has faced several challenges in attempting to obtain sanitary sewer service for the property. The property is located within the service area of Parker Water and Sanitation District. However, the District does not have existing sewer facilities within either of the adjacent public roadways. Their nearest sewer facility is located in the adjacent Reata Ridge development north of Stroh Road, but due to the elevations of this line, it cannot serve this

property without the installation of a sanitary lift station. This would likely be cost-prohibitive for the development, and undesirable for PWSD to maintain long-term. The developer has also approached Pinery Water and Wastewater District about obtaining service from the south. Pinery's nearest facility is several miles away, which makes serving the property infeasible for that district.

It appears that the most likely location for this property to obtain sanitary sewer service is from existing PWSD facilities located west of Parker Road within the Reata West development, as shown in Exhibit 1. This would require a pipe to be bored under Parker Road, from which a connection could be made to an existing manhole. This connection will require a utility easement to be dedicated to PWSD over a corridor between Parker Road and this line, either over private property or over a Town-owned parcel south of the Reata West development.

Town staff initially directed the developer to obtain an easement from private property owners within the Reata West development. The developer has not been able to reach an easement agreement with these owners, and these owners have now approached the Town regarding an easement across Tract B of Reata West. This property is owned by the Town and designated as open space.

The proposed easement would be a 30-foot wide sanitary sewer easement that would stretch approximately 250 feet west of Parker Road into Tract B. The above-ground elements proposed with this sewer line would be limited to manholes. This property is also designated by the U.S. Department of Fish & Wildlife as Preble's Jumping Mouse habitat, and the developer would be required to obtain permission from that agency to install this line. The Town would require the developer to pay fair market value for the easement.

If approved, the easement dedication to PWSD would be conditioned on the recordation of the Minor Development Plat and associated subdivision improvement agreement. If declined, the developer would need to reopen negotiations with the private property owners or find an alternate method of obtaining sanitary sewer service.

FINANCIAL IMPACT

The Town will receive fair market value in exchange for the easement.

STRATEGIC GOAL(S)



**INNOVATE WITH
COLLABORATIVE
GOVERNANCE**



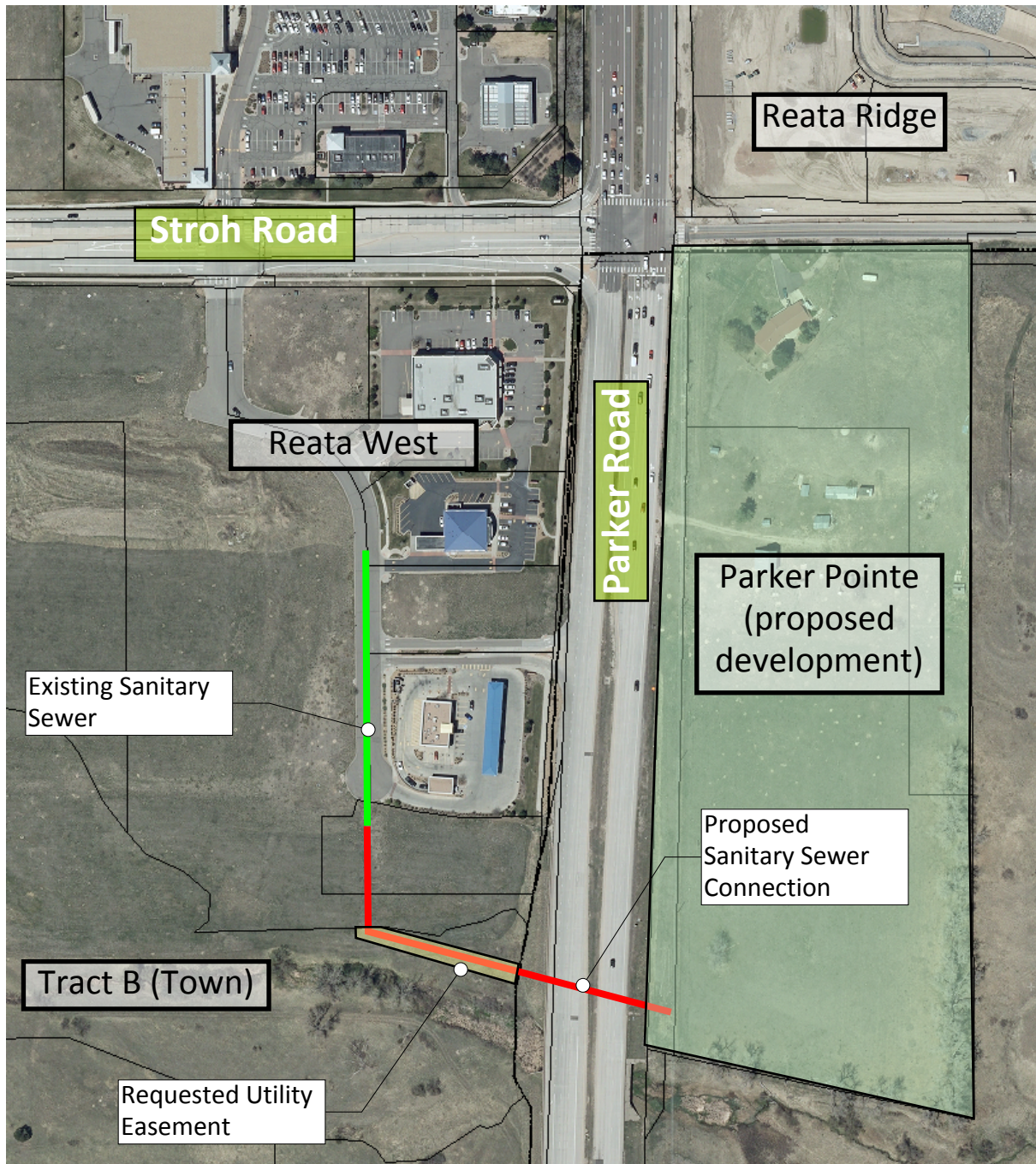
**DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH**

ATTACHMENTS

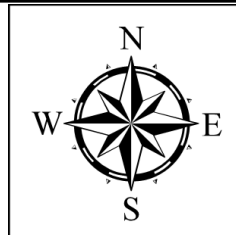
1. Vicinity Map
2. Ordinance No. 1.515

RECOMMENDED MOTION

I move to continue Ordinance 1.515 to November 5, 2018.



PWSD Easement Dedication
Vicinity Map



ORDINANCE NO. 1.515, Series of 2018

TITLE: A BILL FOR AN ORDINANCE CONVEYING CERTAIN REAL PROPERTY BY EASEMENT TO PARKER WATER AND SANITATION DISTRICT FOR TRACT B, REATA WEST FILING NO. 1, 2ND AMENDMENT

WHEREAS, the Town Council of the Town of Parker desires to convey certain real property to Parker Water and Sanitation District for Tract B, Reata West Filing No. 1, 2nd Amendment; and

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

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

Section 1. The Town Council of the Town of Parker hereby approves the Water Pipeline Easement Agreement by the Town of Parker conveying certain property to Parker Water and Sanitation District for Tract B, Reata West Filing No. 1, 2nd Amendment, which is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to execute the Easement Agreement on behalf of the Town.

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

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

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

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2018.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2018.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

SEWER EASEMENT AGREEMENT

THIS SEWER EASEMENT AGREEMENT (the "Easement Agreement") is dated this ____ day of _____, 2018, by the TOWN OF PARKER, a Colorado home rule municipality, with its principal office at 20120 E. Mainstreet, Parker, Colorado 80138 (the "Grantor"), and the PARKER WATER AND SANITATION DISTRICT, a Colorado special district and political subdivision, with its principal office at 19801 E. Mainstreet, Parker, Colorado 80138 (the "Grantee").

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

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

NOW, THEREFORE, for the consideration of Ten Dollars (\$10.00) paid to the Grantor by the Grantee, and for the additional consideration of the performance by the parties of the terms and conditions hereof, the receipt and adequacy of which is hereby acknowledged, the Grantor does hereby grant to the Grantee, and the Grantee accepts from the Grantor, the following Easement as hereinbelow set forth:

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

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

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

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

(C) The 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 Sanitary sewer Act and any amendments thereto, to be dumped, spilled, released, permanently stored, or deposited on, over or beneath the Easement Property. Any hazardous, toxic or flammable substances used by Grantee, its employees, agents, contractors, subcontractors, successors, assigns, lessees or licensees in the construction, reconstruction, operation, maintenance or removal of the sanitary sewer pipeline shall be utilized in a lawful manner and in compliance with all federal, state and local requirements relating to protection of health or the environment.

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

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

5. Miscellaneous.

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

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

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

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

GRANTOR:

TOWN OF PARKER, COLORADO

By: _____
Mike Waid, Mayor

ATTEST:

By: _____
Carol Baumgartner, Town Clerk

GRANTEE:

**PARKER WATER AND SANITATION
DISTRICT**

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

ATTEST:

By: _____
Maleia Good

STATE OF **COLORADO**)
) ss.
COUNTY OF **DOUGLAS**)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by Mike Waid, Mayor of the Town of Parker, Colorado.

My commission expires: _____

WITNESS my hand and official seal.

Notary Public

STATE OF **COLORADO**)
) ss.
COUNTY OF **DOUGLAS**)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by Ron R. Redd, P.E., District Manager of the Parker Water and Sanitation District.

My commission expires: _____

WITNESS my hand and official seal.

Notary Public

EXHIBIT A

Legal Description (Utility Easement)

A part of Tract B, Reata West Filing No. 1, 2nd Amendment, situated in the NE 1/4 of Section 3, T.7S., R.66W., of the 6th P.M., Town of Parker, County of Douglas, State of Colorado, and being more particularly described as follows:

Commencing at the Southeast Corner of Tract A, Reata West Filing No. 1, 3rd Amendment;

Thence S10°43'38"W along the West R.O.W. Line of South Parker Road, a distance of 8.19 feet to the **Point of Beginning**;

Thence S10°43'38"W along the West R.O.W. Line of South Parker Road, a distance of 32.21 feet;

Thence S79°22'41"W a distance of 34.34 feet;

Thence N89°43'06"W a distance of 224.61 feet;

Thence N00°56'49"W a distance of 41.83 feet to a point on the South Line of said Tract A;

Thence N89°00'57"E along said South Line of Tract A, a distance of 35.50 feet;

Thence S80°32'16"E along said South Line, a distance of 14.75 feet;

Thence S00°56'49"E a distance of 10.25 feet;

Thence S89°43'06"E a distance of 63.22 feet to a point on the South Line of said Tract A;

Thence S80°32'16"E along said South Line, a distance of 10.94 feet;

Thence N43°59'39"E along said South Line, a distance of 2.41 feet;

Thence S89°43'06"E a distance of 96.69 feet;

Thence N79°22'41"E a distance of 43.20 feet to the **Point of Beginning**.

Parcel Contains (8,457 Square Feet) 0.1941 Acres

Date prepared: June 28, 2018

Date of last revision:

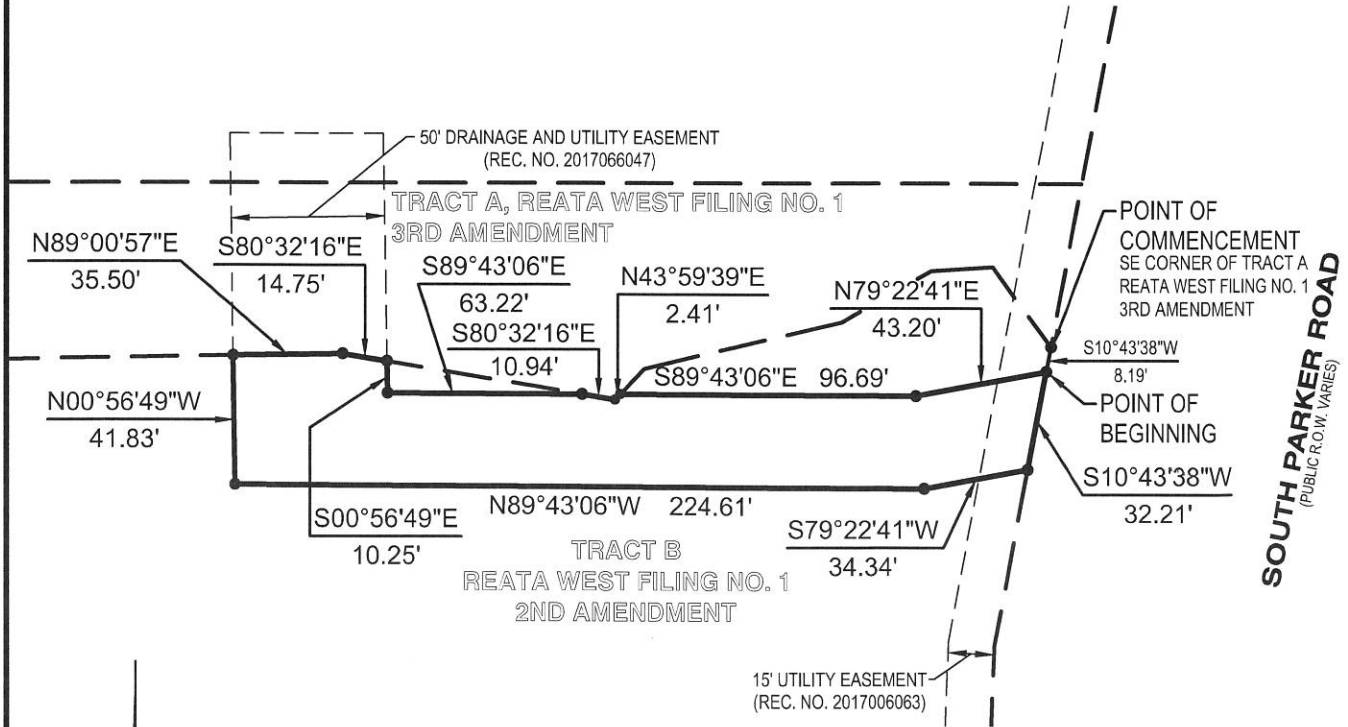
Prepared by: Charles N. Beckstrom, PLS No. 33202

for and on behalf of
Engineering Service Company
14190 East Evans Ave.
Aurora, Colorado 80014
Phone: 303-337-1393
cbeckstrom@engineeringserviceco.com



EXHIBIT A

EXHIBIT



ESC
ENGINEERING
SERVICE
COMPANY

14190 East Evans Avenue
Aurora, Colorado 80014
P 303.337.1393 | F 303.337.7481

PROPERTY OWNER:

TOWN OF PARKER
20120 EAST MAIN STREET
PARKER, COLORADO 80138

PARCEL CONTAINS
8,457 SQUARE FEET
0.1941 ACRES

TOWN OF PARKER

Drawn By: *DWW* | Checked By: *CNB* | Project No.: *0144.070* | Date: *06/29/2018*

Scale: *1" = 60'* | File Name: *N:\Projects\Perception Design Group\15 Parker Rd. & Stroh Rd\CAD\Exhibit*

Note: This exhibit does not represent a monumented survey. It is intended only to depict the attached description.

PWSD EASEMENT

A PART OF TRACT B, REATA WEST FILING NO. 1, 2ND AMENDMENT
SITUATED IN THE NE 1/4 OF SECTION 3, T.7S., R.66W., OF THE 6TH P.M.
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

EXHIBIT A

Inverse With Area

Thu Jun 28 10:14:40 2018

PntNo	Bearing	Distance	Northing	Easting	Description
PP	N 89°00'57" E 35.50		1599413.12	3210035.74	
PP	S 80°32'16" E 14.75		1599413.73	3210071.23	
PP	S 00°56'49" E 10.25		1599411.31	3210085.78	
PP	S 89°43'06" E 63.22		1599401.05	3210085.95	
PP	S 80°32'16" E 10.94		1599400.74	3210149.17	
PP	N 43°59'39" E 2.41		1599398.95	3210159.96	
PP	S 89°43'06" E 96.69		1599400.68	3210161.64	
PP	N 79°22'41" E 43.20		1599400.21	3210258.32	
PP	S 10°43'38" W 32.21		1599408.17	3210300.79	
PP	S 79°22'41" W 34.34		1599376.52	3210294.79	
PP	N 89°43'06" W 224.61		1599370.19	3210261.04	
PP	N 00°56'49" W 41.83		1599371.30	3210036.43	
PP			1599413.12	3210035.74	
Closure Error Distance> 0.0000					
Total Distance Inversed> 609.95					
Area: 8457 Sq. Feet, 0.1941 Acres					



Request for Town Council Action

Date: October 1, 2018

Submitted By: Randy Sale, Chief Building Official
John Fussa, Community Development Director

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 1.519 - Second 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

EXECUTIVE SUMMARY

The Town of Parker has a Memorandum of Understanding (MOU) with the State of Colorado to provide construction plan review, permitting and field inspection services for public schools that are in need of renewal. The Community Development Department Building Division wishes to enter into a MOU for Pre-Qualified Building Departments for Public School Construction in order to continue to provide the aforementioned services for public schools.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

In August 2015, the Town of Parker and State of Colorado entered into a MOU to perform construction plan review, permitting and field inspections for public schools located in the Town. The renewal of this MOU will enable the Building Division to continue this service which applies to: new buildings, remodels, module structures, annual maintenance upgrades/repairs and exterior modifications to public schools located in Town. The state will still perform all plumbing and electrical plan review, permitting and field inspections.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)



INNOVATE WITH
COLLABORATIVE
GOVERNANCE



PROMOTE A SAFE AND
HEALTHY COMMUNITY

ATTACHMENTS

1. Ordinance No. 1.519

RECOMMENDED MOTION

I move to approve Ordinance No. 1.519 on second reading.

ORDINANCE NO. 1.519, Series of 2018

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

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2018.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____,
2018.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, 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 #Town of Parker-2018

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into this ____ day of _____ 2018, between the Colorado Department of Public Safety, Division of Fire Prevention and Control (“Division”), 690 Kipling Street, Lakewood, Colorado 80215 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 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
690 Kipling Street, Suite 2000
Denver, CO 80215
(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

TOWN OF PARKER, COLORADO

By: _____
Mike Waid, Mayor

Michael Morgan
Director,
Division of Fire Prevention and Control
Date: _____

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

APPENDIX A LIST OF APPROVED PERSONS

Jurisdiction: Town of Parker

Date: August 30, 2018

The specific duties of persons approved by DFPC to perform plan review and inspections on public school construction projects delegated through this MOU are listed below. The PBD shall only use persons within their building department that have been authorized by DFPC to work on public school construction projects. Inspectors for plan review and construction inspections shall be certified by the International Code Council, the National Fire Protection Association, or another similar national organization or have equivalent qualifications, as determined by the director of the Division.

RANDY SALE, Chief Building Official, Inspector

Jonathan Nelson, Plans Examiner/Inspector

Brian Cook, Plans Examiner/Inspector

Cornelia Orzescu, Plans Examiner

Steve Lennon, Inspector

Randy Capra, Fire Inspector III, Fire Plans Examiner/Inspector

Jason Blanski, Fire Inspector I, Fire Maintenance Inspections Only