

**TOWN OF PARKER COUNCIL AGENDA
MARCH 21, 2016**

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**

- **South Metro Fire; Director District and Department Update**

3. **PARKER CHAMBER OF COMMERCE UPDATES**

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

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

6. **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**
March 7, 2016

B. **ORDINANCE NO. 9.250 – First Reading**
A Bill for an Ordinance Approving the Agreement Regarding Final Design and Construction of Drainage and Flood Control Improvements for Newlin Gulch at Newlin Gulch Road Town of Parker By and Between Urban Drainage and Flood Control District and the Town of Parker (Agreement No. 16.01.16, Project No. 106032)

*Department: Engineering, Jacob James
Second Reading: April 4, 2016*

- C. *ORDINANCE NO. 9.251 – First Reading*
A Bill for an Ordinance to Approve the Intergovernmental Agreement Between the Town of Castle Rock, the Town of Parker and the Board of County Commissioners of the County of Douglas Regarding the Implementation of the Douglas County Habitat Conservation Plan for the Conservation of the Preble’s Meadow Jumping Mouse
Department: Engineering, Jacob James
Second Reading: April 4, 2016
- D. *ORDINANCE NO. 9.201.3 – First Reading*
A Bill for an Ordinance to Approve the Amendment to Agreement Regarding Final Design, Right-of-Way Acquisition and Construction of Drainage and Flood Control Improvements for Cherry Creek at Norton Farms in Town of Parker (Agreement No. 13-01.40C, Project No. 100414)
Department: Engineering, Jacob James
Second Reading: April 4, 2016
- E. *ORDINANCE NO. 1.476 – First Reading*
A Bill for an Ordinance to Approve an Easement for Access and Other Use of Right-of-Way
Department: Engineering, Tom Williams
Second Reading: April 4, 2016
- F. *ORDINANCE NO. 1.477– First Reading*
A Bill for an Ordinance to Approve an Easement for Vehicle Parking and Other Use of Right-of-Way
Department: Engineering, Tom Williams
Second Reading: April 4, 2016
- G. *ORDINANCE NO. 9.252 – First Reading*
A Bill for an Ordinance to Approve the Intergovernmental Agreement Between the Town of Parker and the Board of County Commissioners of the County of Douglas Regarding the Design, Construction and Maintenance of Belford Avenue (Peoria Street to Compark Village South) Improvements Project
Department: Engineering, Tom Williams
Second Reading: April 4, 2016
- H. *ORDINANCE NO. 3.309.1 – First Reading*
A Bill for an Ordinance to Amend the EastMain Planned Development Guide and Amending the Zoning Ordinance to Conform Therewith
Department: Community Development, Carolyn Parkinson
Second Reading: April 4, 2016
- I. *RESOLUTION NO. 16-016*
A Resolution to Allow a Partial Waiver of Section 13.09.060 (Schedule 13.09.060C) of the Parker Municipal Code for Certain Businesses for Parker Days, Trick or Treat on Mainstreet, and the Parker Christmas Carriage Parade
Department: Communications, Elise Penington

- J. *RESOLUTION NO. 16-017*
A Resolution to Determine that the Newlin Crossing Property Annexation Petition Substantially Complies with the Requirements of the Annexation Act of 1965 and to Set a Public Hearing for May 16, 2016
Department: Community Development, Patrick Mulready
- K. *RESOLUTION NO. 16-018*
A Resolution to Appoint Members to the Investment Advisory Committee
Department: Finance, Don Warn
- L. *MEADOWLARK ANNEXATION PETITION CONSIDERATION*
Applicant: Richard Cross, Meritage Homes of Colorado, Inc.
Location: Generally located on the Northeast Corner of Crowfoot Valley Road and Richlawn Parkway
Department: Community Development, Ryan McGee
- M. *CONTRACTS ABOVE \$100,000*
- *Bradbury Trail (Phase 1) (CIP 15-0015)*
Amount: \$160,444.00
Contractor: T2 Construction, Inc.
Department: Engineering, Tom Gill
 - *2016 Townwide Slurry/Chip Seal Project (CIP 16-005)*
Amount: \$1,533,003.84
Contractor: A-1 Chipseal Company
Department: Public Works, Steve Eubanks
 - *Dump Body and Snow and Ice Removal Equipment*
Amount: \$247,846.00
Vendor: Kois Brothers Equipment
Department: Finance, Traci Gorman
 - *New and Replacement F250/F350/F550 Trucks and Ford Expedition Vehicles*
Amount: \$380,653.00
Vendor: Korf Continental
Department: Finance, Traci Gorman
 - *Replacement F150 Trucks*
Amount: \$112,640.00
Vendor: Spradley Barr Ford Lincoln
Department: Finance, Traci Gorman
 - *Replacement Vehicles for Police Department*
Amount: \$262,104.00
Vendor: Autonation Ford Littleton
Department: Finance, Traci Gorman

- *Cab and Chassis*
Amount: \$268,364.00
Vendor: McCandless Truck Center
Department: Finance, Traci Gorman

7. **TOWN ADMINISTRATOR**

- **Reports**

8. **PUBLIC HEARINGS**

A. **ORDINANCE NO. 1.465.1** – Second Reading

A Bill for an Ordinance to Adopt the 2016 Revised Budget for the Town of Parker and to Make Appropriations for the Same

Department: Finance, Don Warn

B. **ALCORN PROPERTY ANNEXATION** (Continued from January 19, 2016)

Applicant: Greg Armstrong, Armstrong Development Co.

Location: Southeast corner of Lincoln Ave. and Parker Road

Department: Community Development, Patrick Mulready

(1) **RESOLUTION NO. 16-019**

A Resolution to Set Forth Town Council’s Findings of Fact and Conclusions as to the Eligibility of 6429 Alcorn Street Property for Annexation into the Town of Parker

(2) **RESOLUTION NO. 16-020**

A Resolution to Set Forth Town Council’s Findings of Fact and Conclusions as to the Eligibility of 11895 S. Alcorn Street and 11897 S. Alcorn Street Property for Annexation into the Town of Parker

(3) **RESOLUTION NO. 16-021**

A Resolution to Set Forth Town Council’s Findings of Fact and Conclusions as to the Eligibility of 11905 S. Alcorn Street Property for Annexation into the Town of Parker

(4) **ORDINANCE NO. 2.242** – Second Reading

A Bill for an Ordinance Approving and Accomplishing the Annexation of Contiguous Unincorporated Territory Known as 6429 Alcorn Street Property in Douglas County

(5) **ORDINANCE NO. 2.243** – Second Reading

A Bill for an Ordinance Approving and Accomplishing the Annexation of Contiguous Unincorporated Territory Known as 11895 S. Alcorn Street and 11897 S. Alcorn Street Property in Douglas County

(6) **ORDINANCE NO. 2.244** – Second Reading

A Bill for an Ordinance Approving and Accomplishing the Annexation of Contiguous Unincorporated Territory Known as 11915 S. Alcorn Street Property in Douglas County

- (7) **ORDINANCE NO. 3.318** – Second Reading
A Bill for an Ordinance Rezoning Certain Property Within the Town of Parker, Colorado, Known as 6429 Alcorn Street Property to Modified Commercial District Pursuant to the Parker Land Development Ordinance and Amending the Zoning Ordinance and Map to Conform Therewith
- (8) **ORDINANCE NO. 3.319** – First Reading
A Bill for an Ordinance Rezoning Certain Property Within the Town of Parker, Colorado, Known as 11895 S. Alcorn Street and 11897 S. Alcorn Street Property to Modified Commercial District Pursuant to the Parker Land Development Ordinance and Amending the Zoning Ordinance and Map to Conform Therewith
- (9) **ORDINANCE NO. 3.320** – First Reading
A Bill for an ordinance Rezoning Certain Property Within the Town of Parker, Colorado, Known as 11905 S. Alcorn Street Property to Modified Commercial District Pursuant to the Parker Land Development Ordinance and Amending the Zoning Ordinance and Map to Conform Therewith

(10) **ANNEXATION AGREEMENT**

- C. **RESOLUTION NO. 16-022**
A Resolution to Approve the Service Plan for the Belford South Metropolitan District
 Department: Town Attorney, Jim Maloney
- D. **RESOLUTION NO. 16-023** (To be continued to April 4, 2016)
A Resolution to Approve the Service Plan for the Reata Ridge Metropolitan District
 Department: Town Attorney, Jim Maloney
- E. **RESOLUTION NO. 16-024** (To be continued to April 4, 2016)
A Resolution to Approve the Service Plan for the Cherry Creek South Metropolitan District
 Department: Town Attorney, Jim Maloney

- 9. **ORDINANCE NO. 9.248** – Second Reading
A Bill for an Ordinance to Approve the Intergovernmental Agreement By and Between the Town of Parker and the Douglas County Board of County Commissioners Regarding a Public Safety Communications Tower at the Parker Public Works Operations Center and Microwave Dishes at the Parker Police Station
 Department: Police, Ron Combs
 Public Works, Mike Sutherland

10. **ORDINANCE NO. 9.249** – Second Reading
A Bill for an Ordinance to Approve the Intergovernmental Agreement for Electrical Plan Review and Inspection By and Between the City of Greenwood Village and the Town of Parker
Department: Building, Gil Rossmiller
11. **ORDINANCE NO. 3.01.108**
A Bill for an Emergency Ordinance to Amend Sections 13.04.100 and 13.04.120 of the Parker Municipal Code Concerning Assembly Uses
Department: Community Development, Steve Greer
12. **ADJOURNMENT**

Parker Town Council

Executive Session Agenda

March 21, 2016

“To determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e).”

1. Noncash Charitable Contribution/Miramont Family Medical

"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)."

2. Section 10.11.150 of the Parker Municipal Code
3. Section 13.04.120 of the Parker Municipal Code
4. Section 13.04.240(b) of the Parker Municipal Code

**TOWN OF PARKER COUNCIL
MINUTES
MARCH 7, 2016**

Mayor Mike Ward called the meeting to order at 5:51 P.M. Councilmembers Debbie Lewis and Amy Holland were absent.

Attorney Jim Maloney announced that the topics for discussion in Executive Session were five (5) items. Under C.R.S. § 24-6-402(4)(a) there was one item for a proposed intergovernmental agreement between the Town and Douglas County concerning the construction of Belford Avenue; under C.R.S. § 24-6-402(4)(b) there were four (4) items, the first was a specific legal question concerning Section 10.11.150 of the Parker Municipal Code, the second was a specific legal question concerning Section 13.04.120 of the Parker Municipal Code, the third was a specific legal question concerning Section 13.04.200 of the Parker Municipal Code and the fourth was a specific legal question concerning CRS Section 29-20-108.

EXECUTIVE SESSION

Josh Martin moved and Joshua Rivero seconded to go into Executive Session to consider the purchase, acquisition, lease, transfer or sale of real, personal or other property, pursuant to C.R.S. § 24-6-402(4)(a) 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.

Josh Martin moved and Renee Williams seconded to come out of Executive Session at 6:59 P.M.

The motion was approved unanimously.

REGULAR MEETING

Mayor Waid reconvened the meeting at 7:04 P.M.

A Boy Scout in the audience led the Council and audience in the Pledge of Allegiance.

SPECIAL PRESENTATIONS – None

PARKER CHAMBER OF COMMERCE UPDATES

Dennis Houston, President and CEO of the Parker Chamber of Commerce, gave an update of the Chamber's events and activities.

DOWNTOWN BUSINESS ALLIANCE UPDATES

Shelly Mango and Suzanne Cortright of Seven Seas Salon asked the Town to be part of the solution to come up with receptacles for trash and recycling and to provide and maintain them. They were advised that Weldy Feazell is their contact and the Mayor asked Michelle Kivela to obtain the costs.

PUBLIC COMMENTS

Charles Gangham, 8083 William Clark Road, Parker, appeared on behalf of the Parker Commission of Cultural and Science. He highlighted their objectives for 2016 and will share comments at a later date. He advised Council to contact Diane Roth if they needed more information.

REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL

John Diak

1. John attended DRCOG meetings last week; a subcommittee meeting on Wednesday and also a study session at which they discussed the document called Metro Vision.
2. On Friday he passed out baskets to various departments for Employee Appreciation Day. He stated that everyone does a tremendous job.

Renee Williams

1. Attended the State of the Town and the Mayor's Gala.
2. Attended the Douglas County Transit Solutions meeting.
3. Business retention visit at Orange Leaf Yogurt.
4. Attended the All State Ribbon Cutting.

Joshua Rivero

1. Attended the Library Trustee Selection Committee; they have found a representative from Highlands Ranch.
2. Brought baskets to the Police Department and Public Works on Employee Appreciation Day.
3. He attended the Eagle Scouts Court of Honor on Saturday for Troop 868. The individual was the 52nd Eagle Scout from this Troop.

Josh Martin

1. Attended the My House Fitness ribbon cutting.
2. Sat in on a meeting with Parker staff and E-470 regarding trail accompanying road widening.

Mike Waid

1. Brought baskets to Town Hall for Employee Appreciation Day.
2. Attended the Cub Scout Blue and Gold Ceremony.
3. Spoke to the entire 4th Grade class at Pioneer Elementary about citizenship.
4. Spoke to Parker Core Knowledge regarding what it takes to be a good Mayor.
5. Attended the ribbon cuttings for Salisbury Heights and All State.
6. Attended the State of the Town and the Mayor's Gala.
7. Shave the Mayor -- Whoever makes the largest donation by March 15 gets to choose the color(s) the Mayor will dye his hair for at least a month before the fundraiser. The leading donation to date is \$100.

CONSENT AGENDA

- A. *APPROVAL OF MINUTES*
February 16, 2016

B. ALCORN PROPERTY ANNEXATION

Applicant: Greg Armstrong, Armstrong Development Co.
Location: Southeast corner of Lincoln Ave. and Parker Road
Department: Community Development, Patrick Mulready
Second Reading: March 21, 2016

- (1) *ORDINANCE NO. 2.242 – First Reading*
A Bill for an Ordinance Approving and Accomplishing the Annexation of Contiguous Unincorporated Territory Known as 6429 Alcorn Street Property in Douglas County
- (2) *ORDINANCE NO. 2.243 – First Reading*
A Bill for an Ordinance Approving and Accomplishing the Annexation of Contiguous Unincorporated Territory Known as 11895 W. Alcorn Street and 11897 S. Alcorn Street Property in Douglas County
- (3) *ORDINANCE NO. 2.244 – First Reading*
A Bill for an Ordinance Approving and Accomplishing the Annexation of Contiguous Unincorporated Territory Known as 11905 S. Alcorn Street Property in Douglas County

C. ORDINANCE NO. 9.248 – First Reading

A Bill for an Ordinance to Approve the Intergovernmental Agreement By and Between the Town of Parker and the Douglas County Board of County Commissioners Regarding a Public Safety Communications Tower at the Parker Public Works Operations Center and Microwave Dishes at the Parker Police Station

Department: Public Works, Mike Sutherland
 Police, Ron Combs
Second Reading: March 21, 2016

D. ORDINANCE NO. 9.249 – First Reading

A Bill for an Ordinance to Approve the Intergovernmental Agreement for Electrical Plan Review and Inspection By and Between the City of Greenwood Village and the Town of Parker

Department: Building, Gil Rossmiller
Second Reading: March 21, 2016

E. RESOLUTION NO. 16-014

A Resolution Accepting the Conveyance of a Drainage Easement from Dransfeldt Business Park, LLC, for Lot 1, Block 1, Parkglenn West Filing No. 3

Department: Engineering, Alex Mestdagh

F. ORDINANCE NO. 1.465.1 – First Reading

A Bill for an Ordinance to Adopt the 2016 Revised Budget for the Town of Parker and to Make Appropriations for the Same

Department: Finance, Don Warn
Second Reading: March 21, 2016

G. *CONTRACTS ABOVE \$100,000*

- *Parker Consolidated School Restoration Project – Phase IIB*
Amount: \$516,068.00
Contractor: Wattle & Daub Contractors
Department: Engineering, Tom Gill

Joshua Rivero moved and Josh Martin seconded to approve Consent Agenda Items 7A through 7G.

The motion was approved unanimously.

TOWN ADMINISTRATOR

- **Reports**

There were none.

PUBLIC HEARINGS

A. **ROBINSON RANCH FILING 2 AMENDMENT 3 LOT 1B – Use by Special Review**

Applicant: Cadence Capital Investments LLC – Kay Stallworthy
Location: 12340 Parker Road
Department: Carolyn Parkinson

7:33 P.M.

Brakes Plus requested approval of a Use by Special Review ((UbSR) to allow a car care facility in the Robinson Ranch Planned Development (PD) located on the southeast corner of Parker Road and Hess Road.

Staff has determined that the proposed use meets or can meet the UbSR criteria established by Town of Parker Ordinance 3.01.107. Staff recommended approval of the Use by Special Review with the six conditions contained in the staff report subject to the Planning Commission action.

During the Planning meeting Item #5 was addressed which required the garage doors be closed. The applicant had a noise study done and it was given to Council.

Kay Stallworthy, 3360 S. Cherry St., Denver, gave a brief presentation and reviewed each of the 9 criteria.

Dean Pisciotta, President of Brakes Plus, gave a brief history of his family-owned business.

Public Comment – None

The Public Hearing was closed at 7:51 P.M.

Joshua Rivero read the noise decibels from the noise study (attached).

Josh Martin moved, based on staff findings, and since #5 has been met, with conditions 1-4.

Renee Williams seconded the motion.

The motion was approved unanimously.

**B. RESOLUTION NO. 16-015
A Resolution to Adopt an Update of the Parker 2035 Master Plan
Department: Community Development, Bryce Matthews**

7:54 P.M.

This was an update of the Parker 2035 Master Plan to amend *Chapter 6: Land Use* and *Figure 6B: Parker General Land Use Plan*. The text amendments change the Light Industrial Character Area and add a new strategy regarding storage. The amendment to *Figure 6B: Parker General Land Use Plan* changes four parcels on the southeast corner of Parker Road and Lincoln Avenue from the Medium Density Residential character area to Central Commercial character area.

The Parker 2035 Master Plan was last updated on November 2, 2015.

Town Council is concerned that the level of interest for storage uses will negatively impact the inventory of available real property to accommodate existing and future demand for commercial and light industrial uses. Reduced availability of these properties has the potential to reduce economic and employment benefits that other commercial and light industrial uses provide to the Town. (A detailed report is available in the Community Development Department.)

Public Comment

The following individuals voiced their concern:

- Kevin Behrends, 11326 Random Valley Circle, Parker
- Karl Ellis, No. Pine Dr., Parker
- Scott Wright, 12025 So. Majestic Pine Way, Parker

The Public Hearing was closed at 8:10 P.M.

The questions asked by the three gentlemen were answered by staff.

Council pointed out that this is a document to guide Parker's growth.

Josh Rivero moved to approve Resolution No. 16-015.

Josh Martin seconded the motion.

The motion was approved unanimously.

ORDINANCE NO. 3.321 – Second Reading

A Bill for an Ordinance to Amend Sections 13.02.010, 13.04.100(c), 13.04.130(a), 13.04.130(c), 13.04.160(c), and 13.04.170 of the Parker Municipal Code, and Chapter 13.04 of the Parker Municipal Code is Hereby Amended by the Addition Thereto of a New Section 13.04.300, and to Repeal Paragraphs 13.04.120(d)(7), 13.04.130(c)(21), 13.04.130(e)(5), Section 13.04.140, Paragraphs 13.04.160(d)(3), 13.04.160(d)(5) and Section 13.10.050 of the Parker Municipal Code, Concerning Storage Uses in the Town of Parker
Department: Community Development, Bryce Matthews

In 2015, the Town identified the trend of increasing development proposals for storage uses as an issue of concern with Community Development and Economic Development impacts. The Town desires to preserve the inventory of available real property to accommodate existing and future demand for commercial and light industrial uses having direct economic benefits to the Town.

On April 6, 2015, the Town Council approved Emergency Ordinance No. 3.312 to temporarily suspend all applications for any land use approval or building permit for the development or construction of mini-warehouses, outdoor storage and related storage uses from March 24, 2015 through April 6, 2016. The emergency ordinance was affirmed through Ordinance No. 3.312.1 on May 4, 2015 and amended the suspension to end on January 6, 2016. On December 14, 2015, Town Council approved Ordinance No. 3.12.2 to extend the suspension to April 6, 2016. On February 16, 2016, the Town Council approved Ordinance No. 3.321 on first reading.

Public Comment

The following individuals spoke regarding their concerns with the ordinance:

- Kevin Behrends, 11326 Random Valley Circle, Parker
- Karl Ellis, No. Pine Dr., Parker
- Scott Wright, 12025 So. Majestic Pine Way, Parker
- Shelly Mango

Joshua Rivero moved to approve Ordinance No. 3.321 on second reading.

John Diak seconded the motion.

The motion was approved unanimously.

ORDINANCE NO. 3.171.3 – Second Reading

A Bill for an Ordinance to Amend Sections 13.05.010 and 13.10.220 of the Parker Municipal Code Concerning Adoption of the Revised Flood Insurance Study for Douglas County, Colorado, and Incorporated Areas, and the Revised Flood Insurance Rate Maps (FIRMs)

Department: Engineering, Jacob James

The Federal Emergency Management Agency (FEMA) has updated the Flood Insurance Study (FIS) for Parker and a portion of the Flood Insurance Rate Maps (FIRMs) that show the

floodplains throughout Town. In order to remain compliant with the National Flood Insurance Program and the Community Rating System, the Town is required to adopt the new study and maps and use them when enforcing Town Code.

Public Comment – None

Joshua Rivero moved to approve Ordinance No. 3.171.3 on second reading.

Renee Williams seconded the motion.

The motion was approved unanimously.

ORDINANCE NO. 1,475 – Second Reading

A Bill for an Ordinance Stating the Intent of the Town of Parker to Acquire Real Property for the Purpose of Constructing and Improving Summerset Lane, a Town Roadway, Through the Utilization of the Town’s Power of Eminent Domain, and Directing the Town’s Staff and Town Attorney to Notify All Persons Affected Thereby of the Above-stated Intent of the Town, and Thereafter to Comply with All Pertinent Provisions of C.R.S. § 38-1-101, et seq., Relating to Good Faith Negotiations

Department: Engineering, Chris Hudson

This is to acquire rights-of-way and easements which are needed to construct Summerset Lane east of Pine Drive.

The proposed new Town roadway project consists of the extension of Summerset Lane east of Pine Drive for approximately 600 feet. As part of the 2016 budget process, the Town Council approved the construction budget for the project. In 2015, Town Council approved a mid-year supplemental budget request for the design of Summerset Lane east of Pine Drive. That design effort is still moving forward and it has progressed far enough that the rights-of-way and easements needed for the project have been determined.

The Town has discussed the proposed roadway improvements with both affected property owners. The property owner on the north side of Summerset Lane is located outside the Town’s incorporated boundary but has discussed potential annexation and zoning as part of this acquisition. The property owner on the south side is located in the Town’s incorporated boundary. The Villa Parker annexation (south side property) from 2008 addresses the proposed Summerset Lane extension east of Parker Road.

Public Comment – None

Josh Martin moved to approve Ordinance No. 1.475 on second reading.

Joshua Rivero seconded the motion.

The motion was approved unanimously.

ORDINANCE NO. 4.113 – Second Reading

A Bill for an Ordinance Establishing the Vertical and Horizontal Alignment and the Grade of Summerset Lane from the Pine Drive Intersection to Approximately 600 Feet East of the Pine Drive Intersection

Department: Engineering, Chris Hudson

The Town would like to commence the construction of Summerset Lane east of Pine Drive. Since this is a new Town roadway, the Town must establish the vertical alignment, the horizontal alignment and the grade for this roadway.

Funding for this roadway capital improvement project has been appropriated in the Streets Capital Improvement Projects (301-4310) fund.

Public Comment – None

Joshua Rivero moved to approve Ordinance No. 4.113 on second reading.

John Diak seconded the motion.

The motion was approved unanimously.

The meeting was adjourned at 9:13 P.M.

Carol Baumgartner, Town Clerk

Mike Waid, Mayor

ASSOCIATES IN ACOUSTICS, INC.

Corporate Office:

Associates in Acoustics, Inc.
31385 Bum Lane
Evergreen, CO 80439
(303) 670-9270
FAX: (303) 670-9937

Website: www.esion.com

Contact information:

Dennis P. Driscoll, P.E.
Principal Consultant
31385 Bum Lane
Evergreen, CO 80439
Direct: (303) 670-9270
FAX: (303) 670-9937

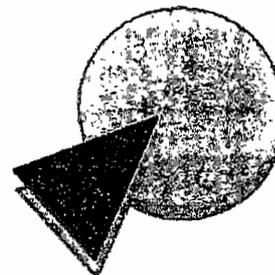
Thomas M. Lloyd
Senior Consultant
20275 Plymouth Rd
Wilson, KS 67490
Direct: (785) 658-2331
Mobile: (303) 362-3733

Joshua Leasure, P.E.
Manager of Acoustics
4144 Sumter Sq.
Fort Collins, CO 80525
Direct: (512) 715-4383
Mobile: (512) 704-4383

Patrick Murphy
Senior Consultant
9848 Tabor St. #217
Los Angeles, CA 90034
Direct: (323) 813-8848
Mobile: (310) 694-7848

March 4, 2016

Brakes Plus, Inc.
Dean Pisciotta, President
6911 S. Yosemite Street
Centennial, CO 80112
deanp@brakesplus.com



RE: *Repair Shop Noise Level Predictions (updated)*

Dear Mr. Pisciotta:

This a revision to the letter we issued March 2. In this version we've included measurements made at the receiver location on March 3rd, which allow a more accurate prediction for audibility, and updated our disucssion on simultaneous tool use based on a better understanding of planned operations at the shop.

To predict the potential for noise impact due to operations at a proposed new Brakes Plus location in Parker, Colorado, we calculated the expected noise levels at a location of concern based on sound pressure data for the type of tools that will be in use and the distance between the source and receiver. The location of the proposed store (the "source") is just to the southeast of the intersection of Parker Road and Hess Road. The location of concern (the "receiver") is the property line of the residences directly south of the store.

Summary

We calculated sound levels that we expect to be generated by common tools at the Brakes Plus shop and projected them to the closest residences to the south. This projection predicts what noise levels from the shop would be, as experienced at the receiver location.

Ambient noise levels at the receiver location were determined through direct measurement in the back yard of the closest residence to the south of the shop. By comparing projected levels from the shop to ambient levels at the receiver, we can predict the audibility of noise from the shop from the perspective of an individual outdoors at the receiver location.

Based on this comparison, we expect sound generated by normal activity at the Brakes Plus location to be substantially below ambient noise levels at the residences in all audible frequencies. Therefore, we expect activity at the shop to be inaudible to listeners located in the back yards of residences to the south.

Measurements

To quantify existing ambient sound levels at the receiver location, an ambient measurement was taken in the back yard at 20049 E. Hatchet Ranch Place. This property is elevated and has an unobstructed view of the project site. This property is also the closest residence to the south of the shop, with a distance of about 1100 feet from the south side of the shop building to the residential property line. These characteristics make this property the most likely to experience an impact by noise generated at the shop. The measurement location is shown in the following image:



The ambient measurement was taken at 2:20 p.m. on Thursday, March 3rd. During the measurement, traffic on Parker Rd was light, which is expected in the early afternoon. This should represent the quietest condition at this location during the shop's operational hours, as traffic will be greater at all other times between 8 a.m. and 6 p.m. other than late morning.

For our source spectrum, we used measurements of commercial impact wrenches in use at a repair shop that is similar to a Brakes Plus location. The impact wrenches we measured were a Chicago Pneumatics model 7748-2 and an Ingersoll-Rand model 2130. Both of these tools are typical for commercial auto repair environments and presented similar noise spectra. For our calculations, we used the highest levels we captured for these tools, which came from the IR 2130 being used to reattach a wheel. After discussion with representatives from Brakes Plus, we expect this to be a good representation of the most significant noise source at the shop.

Calculation

To predict the resulting level at the receiver, we considered *distance attenuation* and *atmospheric attenuation*.

Distance attenuation, also known as “geometric spreading”, is the result of sound energy from a source being “diluted” as it propagates outwards, occupying a larger volume of space with increased distance from the source. The attenuation of sound due to geometric spreading between two points at distances d_1 and d_2 is described by the following relationship:

$$A_{Distance} = 20 \log_{10} \left(\frac{d_1}{d_2} \right)$$

This produces the familiar “6 dB per doubling of distance” rule. For our calculation, d_1 is 1.5 feet, which is the distance from the tool to the microphone, and d_2 is 1100 feet, which is the distance from the shop to the nearest residential property south to the south.

Atmospheric attenuation is a combination of two separate but similar mechanisms, *air absorption* and *anomalous excess attenuation*.

Air absorption (also called “molecular absorption”) is the result of molecular-level interaction of air particles carrying a sound wave. It is temperature, humidity, and frequency dependent and ranges from 0.1 dB per 1000 feet at 63 Hz to 13.7 dB per 1000 feet at 8000 Hz at the standard temperature of 15°C and the standard humidity of 70%.

Anomalous excess attenuation results from small-scale diffractions of a sound wave as it travels across subtle changes of temperature and pressure in the air. It is also temperature, humidity, and frequency dependent. Excess attenuation ranges from 0.4 dB per 1000 feet at 63 Hz to 4.0 dB per 1000 feet at 8000 Hz at standard temperature and humidity.

The below table shows the application of distance and atmospheric attenuation to the impact wrench’s measured spectrum. All values are *equivalent continuous sound levels* (Leq), which is effectively the average sound level.

	dBA	Octave Band (Hz)							
		63	125	250	500	1k	2k	4k	8k
IR 2130 impact wrench, attaching wheel at 18 inches	102	72	77	80	82	84	91	95	100
Distance attenuation, 1.5 feet to 1100 feet	-	57.3	57.3	57.3	57.3	57.3	57.3	57.3	57.3
Air absorption, 1100 feet	-	0.1	0.2	0.4	0.8	1.7	3.3	8.4	15.1
Anomalous excess attenuation, 1100 feet	-	0.4	0.7	0.9	1.2	1.7	2.4	3.3	4.4
Level at 1100 feet	33	14	19	21	23	23	28	26	23
Ambient at receiver	57	58	51	43	52	56	46	36	39
Shop noise vs ambient	-	-44	-32	-22	-29	-33	-18	-10	-16

Discussion

A method for determining audibility of a noise source at a location is to compare the expected octave-band or 1/3-octave-band levels of the source to the background levels at the receiver. Roughly speaking, if source levels are 5 dB lower than ambient levels in every band, then it is expected that the noise source will not be audible at this location.

Some sounds with differentiating characteristics such as a pure-tone frequency spectrum or a repetitive nature can be perceived by individuals with sensitive hearing even if the sound is as much as 10 dB below ambient. In this condition, the source would be just faintly audible and would usually require a conscious effort by the listener to perceive it.

The bottom line of the table above compares the expected noise from the shop compared to ambient levels at the receiver. Other than at 4 kHz, noise from the shop is expected to be far below ambient noise levels in all octave bands. At 4 kHz the expected difference is -10 dB, which would be the most extreme threshold for audibility. We do not expect the noise of a commercial impact wrench in use at the shop to be audible at the receiver. If the sound is audible due to a south-blowing wind or a long lull in traffic, it will be momentary, very faint, and would not be considered a nuisance.

Note that the above calculations and discussion consider only *exterior* noise levels. Noise levels from the shop will be reduced substantially as they transfer to the interior of a house. Sound traveling through an open window can experience 10 dB or more of attenuation. Sound traveling through a closed window will usually see 25 dB or more attenuation.

Other Considerations

There are multiple considerations not included in the above calculation. These include enclosure of the source, ground attenuation, diffraction around interceding objects, and the simultaneous use of multiple tools.

The calculation does not consider a building or other enclosure around the source; it is equivalent to the source being located in an open field. Partial enclosure (bay doors open) or complete enclosure (bay doors closed) would result in additional attenuation, the magnitude of which depends on the construction of the building and the geometric relationship between the source and the doorway.

Ground attenuation is additional attenuation over distance caused by the interaction between the sound wave and the ground surface. It is highly dependent on the type of ground the sound wave is passing over. For a reflective surface, like smooth concrete or water, ground attenuation is effectively zero. For a soft surface, like loose soil, vegetation, or snow, ground attenuation can be as much as 3 dB per 1000 feet in the higher frequencies. As most of the ground between the proposed shop location and the residences to the south is soil or vegetation, we expect that ground attenuation would reduce sound levels at the receiver by as much as 3 dBA overall, with most reduction concentrated in the higher frequencies (about 3 dB per band).

A significant source of sound attenuation that is ignored in our calculations is diffraction around objects that intercede in the path between the source and the receiver. Objects such as buildings or vehicles, will cause a sound wave to diffract and lose energy. The specific amount of attenuation due to this effect requires knowledge of the size and location of all interceding objects and is therefore difficult to predict in a general analysis such as this. It is certainly possible that diffraction around objects would result in additional attenuation of 5 to 15 dB per octave band, especially at higher frequencies.

The above calculation does not consider the possible simultaneous use of multiple tools. When multiple sound sources are active simultaneously, they have an additive effect. The rule of thumb is that operating two sources with the same level simultaneously will result in an increase of 3 dB. This relationship follows for every doubling of the number of sources.

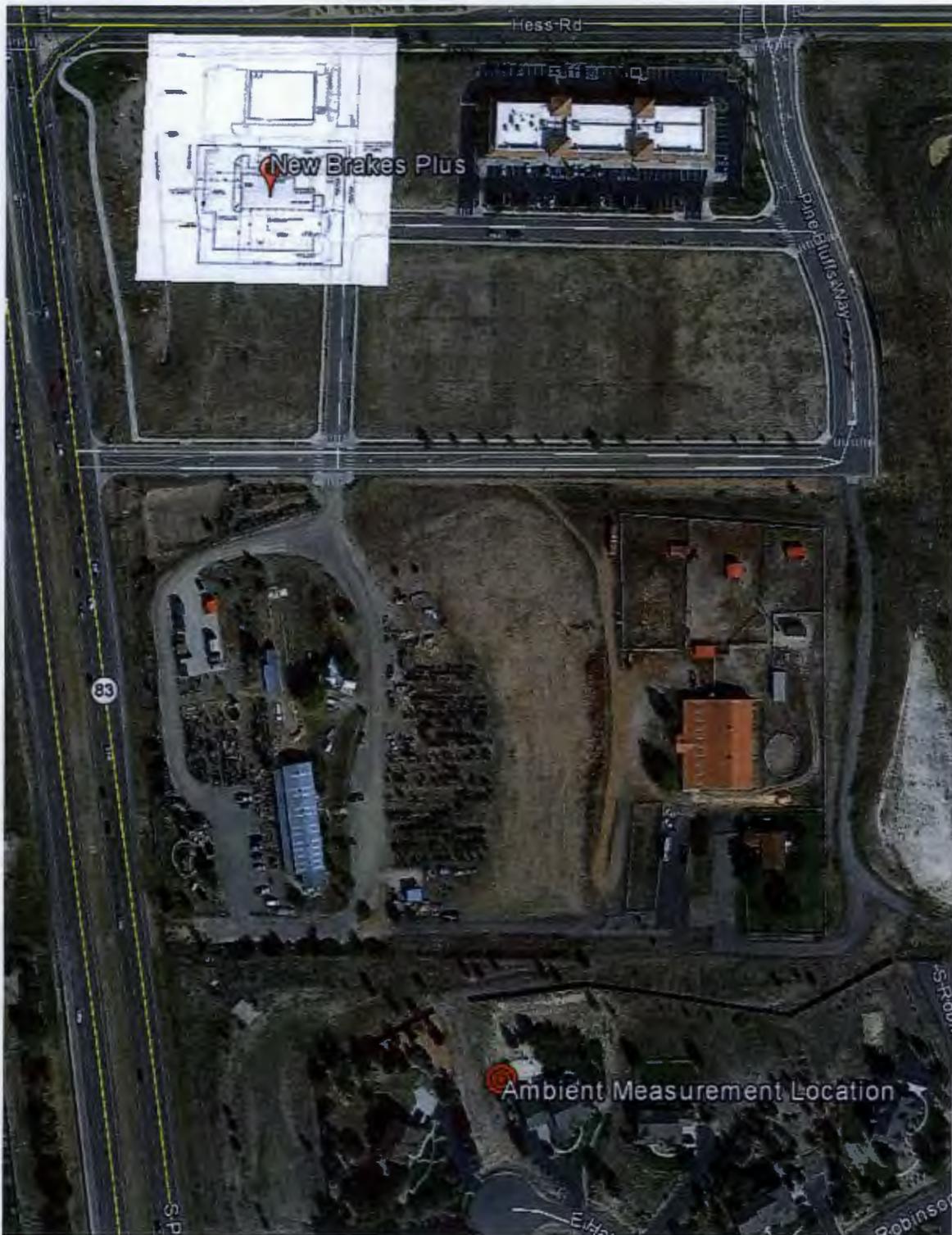
The air tools found in a commercial automotive repair shop are not in constant use, but operated occasionally for short periods lasting a few seconds. Although the proposed shop will have 8 automotive bays, there will only be about half that many technicians at work on a busy day. The nature of the work in this shop will make it very rare for multiple tools to be operated simultaneously. Even with 4 impact wrenches being operated simultaneously, which has a low likelihood of ever happening, the cumulative effect would be a 6 dB increase in sources levels in that instant, which should be more than offset by the other attenuation factors discussed above.

We hope you find this information useful. Please don't hesitate to contact me with any questions or comments.

Sincerely,

A handwritten signature in black ink, appearing to read 'J. Leasure', written in a cursive style.

Joshua Leasure, P.E.
Associates In Acoustics





ITEM NO: 6B
DATE: 03/21/2016

REQUEST FOR TOWN COUNCIL ACTION

TITLE: Ordinance No. 9.250 – A Bill for an Ordinance Approving the Agreement Regarding Final Design and Construction of Drainage and Flood Control Improvements for Newlin Gulch at Newlin Gulch Road Town of Parker By and Between Urban Drainage and Flood Control District and the Town of Parker (Agreement No. 16-01.16, Project No. 106032)

- | | | |
|---|---|--------------|
| <input type="checkbox"/> PUBLIC HEARING | <input checked="" type="checkbox"/> ORDINANCE FOR 1 ST READING | (03/21/2016) |
| <input type="checkbox"/> CONTRACT | <input type="checkbox"/> ORDINANCE FOR 2 ND READING | (04/04/2016) |
| <input type="checkbox"/> MOTION | <input type="checkbox"/> RESOLUTION | |



Tom Williams, Director of Engineering



G. Randolph Young, Town Administrator

ISSUE:

The Town of Parker has requested funding from The Urban Drainage and Flood Control District for participation in a stormwater capital improvement project on Newlin Gulch that is necessary as a part of the East/West Trail Construction Project.

PRIOR ACTION:

N/A

FUNDING/BUDGET IMPACT:

The Town has \$200,000 identified in the approved 2016 Stormwater Capital Improvement Budget for this project. An additional \$200,000 will be added to the budget through a supplemental budget request in order to accept the contribution from Urban Drainage and provide the entire \$400,000 anticipated for construction. The supplemental budget request is on Council's agenda for second reading on March 21, 2016.

BACKGROUND:

The Town of Parker has completed final design of the second phase of the East/West Trail. This phase requires a trail crossing over Newlin Gulch. Channel stabilization improvements are required on Newlin Gulch to protect the structural integrity of the proposed trail crossing. The Town and Urban Drainage have completed a master plan that identifies the channel stabilization improvements. Design and construction of these improvements are eligible for a funding match from Urban Drainage and the Town has made that request. The District approved the request and is prepared to send the funds to the Town for construction of the project. The funding breakdown with this agreement is as follows:

Town of Parker: \$200,000

Urban Drainage and Flood Control District: \$200,000

RECOMMENDATION:

Staff recommends approval of this Ordinance.

PREPARED/REVIEWED BY:

Jacob James, Senior Stormwater Engineer; Tom Williams, Director of Engineering

ATTACHMENTS:

1. Ordinance No. 9.250
2. Agreement

RECOMMENDED MOTION:

"I move to approve Ordinance No. 9.250 on first reading and schedule second reading for April 4, 2016, as a part of the consent agenda."

ORDINANCE NO. 9.250, Series of 2016

TITLE: A BILL FOR AN ORDINANCE APPROVING THE AGREEMENT REGARDING FINAL DESIGN AND CONSTRUCTION OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR NEWLIN GULCH AT NEWLIN GULCH ROAD TOWN OF PARKER BY AND BETWEEN URBAN DRAINAGE AND FLOOD CONTROL DISTRICT AND THE TOWN OF PARKER (AGREEMENT NO. 16-01.16, PROJECT NO. 106032)

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

Section 1. The Town Council of the Town of Parker hereby approves the Agreement Regarding Final Design and Construction of Drainage and Flood Control Improvements for Newlin Gulch at Newlin Gulch Road Town of Parker by and between Urban Drainage and Flood Control District and the Town of Parker (Agreement No. 16-01.16, Project No. 106032), 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 _____, 2016.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____,
2016.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

EXHIBIT 1

AGREEMENT REGARDING
FINAL DESIGN AND CONSTRUCTION
OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR
NEWLIN GULCH AT NEWLIN GULCH ROAD
TOWN OF PARKER

Agreement No. 16-01.16
Project No. 106032

THIS AGREEMENT, made this _____ day of _____, 2016, by and between URBAN DRAINAGE AND FLOOD CONTROL DISTRICT (hereinafter called "DISTRICT") and TOWN OF PARKER (hereinafter called "TOWN") and collectively known as "PARTIES";

WITNESSETH:

WHEREAS, DISTRICT, in a policy statement previously adopted (Resolution No. 14, Series of 1970 and Resolution No. 11, Series of 1973) expressed an intent to assist public bodies which have heretofore enacted floodplain regulation measures; and

WHEREAS, PARTIES participated in a joint planning study titled "Newlin Gulch Major Drainageway Plan" by Muller Engineering Company, dated October 2015 (hereinafter called "PLAN"); and

WHEREAS, PARTIES now desire to proceed with the design, right-of-way acquisition and construction of drainage and flood control improvements for Newlin Gulch at Newlin Gulch Road (hereinafter called "PROJECT"); and

WHEREAS, DISTRICT has adopted at a public hearing a Five-Year Capital Improvement Program (Resolution No. 57, Series of 2015) for drainage and flood control facilities in which PROJECT was included in the 2016 calendar year; and

WHEREAS, DISTRICT has heretofore adopted a Special Revenue Fund Budget for calendar year 2015 subsequent to public hearing (Resolution No. 47, Series of 2015) which includes funds for PROJECT; and

WHEREAS, DISTRICT's Board of Directors has authorized DISTRICT financial participation for PROJECT (Resolution No. _____, Series of 2016); and

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

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

1. SCOPE OF THIS AGREEMENT

This Agreement defines the responsibilities and financial commitments of PARTIES with respect to PROJECT.

2. SCOPE OF PROJECT

A. Final Design. PROJECT shall include the final design of improvements in accordance with the recommendations defined in PLAN. Specifically, the final design of facilities shall

reflect improvements to Newlin Gulch at Newlin Gulch Road Extended, as shown on Exhibit A.

- B. Construction. PROJECT shall include construction by TOWN of the drainage and flood control improvements as set forth in the final design and vegetation establishment.

3. PUBLIC NECESSITY

PARTIES agree that the work performed pursuant to this Agreement is necessary for the health, safety, comfort, convenience, and welfare of all the people of the State, and is of particular benefit to the inhabitants of PARTIES and to their property therein.

4. PROJECT COSTS AND ALLOCATION OF COSTS

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

- 1. Final design services;
- 2. Delineation, description and acquisition of required rights-of-way/easements;
- 3. Construction of improvements;
- 4. Contingencies mutually agreeable to PARTIES.

- B. It is understood that PROJECT costs as defined above are not to exceed \$402,937.45 without amendment to this Agreement.

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

<u>ITEM</u>	<u>AMOUNT</u>
1. Final Design	\$ 30,000
2. Construction	372,937.45
3. Contingency	-0-
Grand Total	\$402,937.45

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

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

	<u>Percentage Share</u>	<u>Maximum Contribution</u>
DISTRICT	49.6%	\$200,000.00
TOWN	50.4%	202,937.45
TOTAL	100.00%	\$402,937.45

5. MANAGEMENT OF FINANCES

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

DISTRICT, upon presentation of a billing by TOWN for work accomplished, shall remit within 30 days of this billing to TOWN up to a maximum amount of \$200,000 plus interest accumulated on DISTRICT's share of funds.

6. FINAL DESIGN

The contracting officers for PARTIES, as defined under Paragraph 13 of this Agreement, shall select an engineer mutually agreeable to both PARTIES. TOWN shall contract with selected engineer and shall supervise and coordinate the final design including right-of-way delineation subject to approval of the contracting officer for DISTRICT. Payment for final design services shall be made by TOWN as the work progresses from the PROJECT fund established as set forth above.

Final design services shall consist of, but not be limited to, the following:

- A. Preparation of a work plan schedule identifying the timing of major elements in the design;
- B. Delineation of required right-of-way/easements;
- C. Preparation of detailed construction plans and specifications;
- D. Preparation of an estimate of probable construction costs of the work covered by the plans and specifications;
- E. Preparation of an appropriate construction schedule.

TOWN shall provide any written work product by the engineer to DISTRICT.

7. MANAGEMENT OF CONSTRUCTION

A. Costs. Construction costs shall consist of those costs as incurred by the most qualified contractor(s) including detour costs, licenses and permits, utility relocations, and construction related engineering services as defined in Paragraph 4 of this Agreement.

B. Construction Management and Payment

- 1. TOWN, with the assistance of DISTRICT, shall administer and coordinate the construction-related work as provided herein.
- 2. TOWN, with assistance and approval of DISTRICT, shall select and award construction contract(s).
- 3. TOWN shall require the contractor to provide adequate liability insurance that includes DISTRICT. The contractor shall be required to indemnify DISTRICT. Copies of the insurance coverage shall be provided to DISTRICT.
- 4. TOWN, with assistance of DISTRICT, shall coordinate field surveying; staking; inspection; testing; acquisition of right-of-way; and engineering as required to construct PROJECT. TOWN, with assistance of DISTRICT, shall assure that

construction is performed in accordance with the construction contract documents including approved plans and specifications and shall accurately record the quantities and costs relative thereto. Copies of all inspection reports shall be furnished to DISTRICT on a weekly basis. TOWN shall retain an engineer to perform all or a part of these duties.

5. TOWN, with approval of DISTRICT, shall contract with and provide the services of the design engineer for basic engineering construction services to include addendum preparation; survey control points; explanatory sketches; revisions of contract plans; shop drawing review; as-built plans; weekly inspection of work; and final inspection.
 6. PARTIES shall have access to the site during construction at all times to observe the progress of work and conformance to construction contract documents including plans and specifications.
 7. TOWN shall review and approve contractor billings and send them to DISTRICT for approval. TOWN shall remit payment to contractor based on billings approved by PARTIES.
 8. TOWN, with assistance and written concurrence by DISTRICT shall prepare and issue all written change or work orders to the contract documents.
 9. PARTIES shall jointly conduct a final inspection and accept or reject the completed PROJECT in accordance with the contract documents.
 10. TOWN shall provide DISTRICT a set of reproducible "as-built" plans.
- C. Construction Change Orders. In the event that it becomes necessary and advisable to change the scope or detail of the work to be performed under the contract(s), such changes shall be rejected or approved in writing by the contracting officers. No change orders shall be approved that increase the costs beyond the funds available in the PROJECT fund, including interest earned on those funds, unless and until the additional funds needed to pay for the added costs are committed by all PARTIES.

9. MAINTENANCE

PARTIES agree that TOWN shall own and be responsible for maintenance of the completed and accepted PROJECT. PARTIES further agree that DISTRICT, at TOWN's request, shall assist TOWN with the maintenance of all facilities constructed or modified by virtue of this Agreement to the extent possible depending on availability of DISTRICT funds. Such maintenance assistance shall be limited to drainage and flood control features of PROJECT. Maintenance assistance may include activities such as keeping flow areas free and clear of debris and silt, keeping culverts free of debris and sediment, repairing drainage and flood control structures such as drop structures and energy dissipaters, and clean-up measures after periods of heavy runoff. The specific nature of the maintenance assistance shall be set forth in a memorandum of understanding from DISTRICT to TOWN, upon acceptance of DISTRICT's annual Maintenance Work Program.

DISTRICT shall have right-of-access to right-of-way and storm drainage improvements at all times for observation of flood control facility conditions and for maintenance when funds are available.

10. FLOODPLAIN REGULATION

TOWN agrees to regulate and control the floodplain of Newlin Gulch within TOWN in the manner prescribed by the National Flood Insurance Program and prescribed regulations thereto as a minimum.

PARTIES understand and agree, however, that TOWN cannot obligate itself by contract to exercise its police powers. If TOWN fails to regulate the floodplain of Newlin Gulch within TOWN in the manner prescribed by the National Flood Insurance Program and prescribed regulations thereto as a minimum, DISTRICT may exercise its power to do so and TOWN shall cooperate fully.

11. TERM OF AGREEMENT

The term of this Agreement shall commence upon final execution by all PARTIES and shall terminate three (3) years after the final payment is made to the construction contractor and the final accounting of funds on deposit at DISTRICT is provided to all PARTIES pursuant to Paragraph 5 herein, except for Paragraph 10. FLOODPLAIN REGULATION, Paragraph 7.C. Ownership of Property and Limitation of Use, and Paragraph 9. MAINTENANCE, which shall run in perpetuity.

12. LIABILITY

Each party hereto shall be responsible for any suits, demands, costs or actions at law resulting from its own acts or omissions and may insure against such possibilities as appropriate.

13. CONTRACTING OFFICERS

A. The contracting officer for TOWN shall be the Director of Engineering, 20120 East Mainstreet, Parker, Colorado 80138.

B. The contracting officer for DISTRICT shall be the Executive Director, 2480 West 26th Avenue, Suite 156B, Denver, Colorado 80211.

C. The contracting officers for PARTIES each agree to designate and assign a PROJECT representative to act on the behalf of said PARTIES in all matters related to PROJECT undertaken pursuant to this Agreement. Each representative shall coordinate all PROJECT-related issues between PARTIES, shall attend all progress meetings, and shall be responsible for providing all available PROJECT-related file information to the engineer upon request by DISTRICT or TOWN. Said representatives shall have the authority for all approvals, authorizations, notices or concurrences required under this Agreement. However, in regard to any amendments or addenda to this Agreement, said representative shall be responsible to promptly obtain the approval of the proper authority.

14. RESPONSIBILITIES OF PARTIES

DISTRICT shall be responsible for coordinating with TOWN the information developed by the various consultants hired by DISTRICT and for obtaining all concurrences from TOWN needed to complete PROJECT in a timely manner. TOWN agree to review all concept plans, preliminary

design plans, and final plans and specifications; and to provide comments within 21 calendar days after the drafts have been provided by DISTRICT to TOWN.

15. AMENDMENTS

This Agreement contains all of the terms agreed upon by and among PARTIES. Any amendments to this Agreement shall be in writing and executed by PARTIES hereto to be valid and binding.

16. SEVERABILITY

If any clause or provision herein contained shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, such invalid or unenforceable clause or provision shall not affect the validity of the Agreement as a whole and all other clauses or provisions shall be given full force and effect.

17. APPLICABLE LAWS

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Jurisdiction for any and all legal actions regarding this Agreement shall be in the State of Colorado and venue for the same shall lie in the TOWN where PROJECT is located.

18. ASSIGNABILITY

No party to this Agreement shall assign or transfer any of its rights or obligations hereunder without the prior written consent of the nonassigning party or parties to this Agreement.

19. BINDING EFFECT

The provisions of this Agreement shall bind and shall inure to the benefit of PARTIES hereto and to their respective successors and permitted assigns.

20. ENFORCEABILITY

PARTIES hereto agree and acknowledge that this Agreement may be enforced in law or in equity, by decree of specific performance or damages, or such other legal or equitable relief as may be available subject to the provisions of the laws of the State of Colorado.

21. TERMINATION OF AGREEMENT

This Agreement may be terminated upon thirty (30) days' written notice by any party to this Agreement, but only if there are no contingent, outstanding contracts. If there are contingent, outstanding contracts, this Agreement may only be terminated upon the cancellation of all contingent, outstanding contracts. All costs associated with the cancellation of the contingent contracts shall be shared between PARTIES in the same ratio(s) as were their contributions.

22. PUBLIC RELATIONS

It shall be at TOWN's sole discretion to initiate and to carry out any public relations program to inform the residents in PROJECT area as to the purpose of PROJECT and what impact it may have on them. Technical information shall be presented to the public by the selected engineer. In any event DISTRICT shall have no responsibility for a public relations program, but shall assist TOWN as needed and appropriate.

23. NO DISCRIMINATION IN EMPLOYMENT

In connection with the performance of work under this Agreement, PARTIES agree not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified because of race, color, ancestry, creed, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability and further agree to insert the foregoing provision in all subcontracts hereunder.

24. APPROPRIATIONS

Notwithstanding any other term, condition, or provision herein, each and every obligation of TOWN and/or DISTRICT stated in this Agreement is subject to the requirement of a prior appropriation of funds therefore by the appropriate governing body of TOWN and/or DISTRICT.

25. NO THIRD PARTY BENEFICIARIES

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to PARTIES, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement. It is the express intention of PARTIES that any person or party other than any one of PARTIES receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

26. ILLEGAL ALIENS

PARTIES agree that any public contract for services executed as a result of this intergovernmental agreement shall prohibit the employment of illegal aliens in compliance with §8-17.5-101 *et seq* C.R.S. The following language shall be included in any contract for public services: "The Consultant or Contractor shall not and by signing this Agreement certifies that it does not knowingly employ or contract with an illegal alien to perform work under this Agreement. Consultant or Contractor shall not enter into a subcontract with a subcontractor that fails to certify to the Consultant or Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services. Consultant or Contractor affirms that they have verified or attempted to verify through participation in the Employment Eligibility Verification Program (E-Verify) previously known as the Basic Pilot Program (created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, As Amended, that is administered by the United States Department of Homeland Security that Consultant or Contractor does not employ illegal aliens.

Consultant or Contractor shall not use the E-Verify procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed.

In the event that the Consultant or Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, the Consultant or Contractor shall be required to:

- A. Notify the subcontractor and PARTIES within three days that the Consultant or Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
- B. Terminate the subcontract with the subcontractor if within three days of receiving the notice required if the Subcontractor does not stop employing or contracting with the illegal alien; except that the Consultant or Contractor shall not terminate the contract with the Subcontractor if during such three days the Subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

Consultant or Contractor is required under this Agreement to comply with any reasonable request by the Colorado Department of Labor and Employment (CDL) made in the course of an investigation the CDL is undertaking pursuant to §8-17.5-102(5) C.R.S.

DISTRICT may terminate this agreement for a breach of contract if Consultant or Contractor does not fully and completely comply with these conditions. If this Agreement is so terminated, the Consultant or Contractor shall be liable for actual and consequential damages to PARTIES.

27. GOVERNMENTAL IMMUNITIES

PARTIES hereto intend that nothing herein shall be deemed or construed as a waiver by any party of any rights, limitations, or protections afforded to them under the Colorado Governmental Immunity Act (§ 24-10-101, *et seq.*, C.R.S.) as now or hereafter amended or otherwise available at law or equity.

28. INTENT OF AGREEMENT

Except as otherwise stated herein, this Agreement is intended to describe the rights and responsibilities of and between PARTIES and is not intended to and shall not be deemed to confer rights upon any person or entities not named as PARTIES, nor to limit in any way the powers and responsibilities of the TOWN, the DISTRICT or any other entity not a party hereto.

29. EXECUTION IN COUNTERPARTS – ELECTRONIC SIGNATURES

This Agreement, and all subsequent documents requiring the signatures of PARTIES to this Agreement, may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. PARTIES approve the use of electronic signatures for execution of this Agreement, and all subsequent documents requiring the signatures of PARTIES to this Agreement. Only the following two forms of electronic signatures shall be permitted to bind PARTIES to this Agreement, and all subsequent documents requiring the signatures of PARTIES to this Agreement.

- A. Electronic or facsimile delivery of a fully executed copy of a signature page; or
- B. The image of the signature of an authorized signer inserted onto PDF format documents.

Documents requiring notarization may also be notarized by electronic signature, as provided above. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, CRS §§ 24-71.3-101 to -121.

WHEREFORE, PARTIES hereto have caused this instrument to be executed by properly authorized signatories as of the date and year first above written.

URBAN DRAINAGE AND
FLOOD CONTROL DISTRICT

(SEAL)

By _____

ATTEST:

Name Paul A. Hindman

Title Executive Director

TOWN OF PARKER

(SEAL)

By _____

ATTEST:

Name _____

Title _____

APPROVED AS TO FORM:

TOWN Attorney

AGREEMENT REGARDING
FINAL DESIGN, RIGHT-OF-WAY ACQUISITION AND CONSTRUCTION
OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR
NEWLIN GULCH AT NEWLIN GULCH ROAD
TOWN OF PARKER

Agreement No. 16-01.16

Exhibit A



AGREEMENT REGARDING
FINAL DESIGN AND CONSTRUCTION
OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR
NEWLIN GULCH AT NEWLIN GULCH ROAD
TOWN OF PARKER

Agreement No. 16-01.16
Project No. 106032

THIS AGREEMENT, made this _____ day of _____, 2016, by and between URBAN DRAINAGE AND FLOOD CONTROL DISTRICT (hereinafter called "DISTRICT") and TOWN OF PARKER (hereinafter called "TOWN") and collectively known as "PARTIES";

WITNESSETH:

WHEREAS, DISTRICT, in a policy statement previously adopted (Resolution No. 14, Series of 1970 and Resolution No. 11, Series of 1973) expressed an intent to assist public bodies which have heretofore enacted floodplain regulation measures; and

WHEREAS, PARTIES participated in a joint planning study titled "Newlin Gulch Major Drainageway Plan" by Muller Engineering Company, dated October 2015 (hereinafter called "PLAN"); and

WHEREAS, PARTIES now desire to proceed with the design, right-of-way acquisition and construction of drainage and flood control improvements for Newlin Gulch at Newlin Gulch Road (hereinafter called "PROJECT"); and

WHEREAS, DISTRICT has adopted at a public hearing a Five-Year Capital Improvement Program (Resolution No. 57, Series of 2015) for drainage and flood control facilities in which PROJECT was included in the 2016 calendar year; and

WHEREAS, DISTRICT has heretofore adopted a Special Revenue Fund Budget for calendar year 2015 subsequent to public hearing (Resolution No. 47, Series of 2015) which includes funds for PROJECT; and

WHEREAS, DISTRICT's Board of Directors has authorized DISTRICT financial participation for PROJECT (Resolution No. _____, Series of 2016); and

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

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

1. SCOPE OF THIS AGREEMENT

This Agreement defines the responsibilities and financial commitments of PARTIES with respect to PROJECT.

2. SCOPE OF PROJECT

A. Final Design. PROJECT shall include the final design of improvements in accordance with the recommendations defined in PLAN. Specifically, the final design of facilities shall

reflect improvements to Newlin Gulch at Newlin Gulch Road Extended, as shown on Exhibit A.

- B. Construction. PROJECT shall include construction by TOWN of the drainage and flood control improvements as set forth in the final design and vegetation establishment.

3. PUBLIC NECESSITY

PARTIES agree that the work performed pursuant to this Agreement is necessary for the health, safety, comfort, convenience, and welfare of all the people of the State, and is of particular benefit to the inhabitants of PARTIES and to their property therein.

4. PROJECT COSTS AND ALLOCATION OF COSTS

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

- 1. Final design services;
- 2. Delineation, description and acquisition of required rights-of-way/easements;
- 3. Construction of improvements;
- 4. Contingencies mutually agreeable to PARTIES.

- B. It is understood that PROJECT costs as defined above are not to exceed \$402,937.45 without amendment to this Agreement.

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

<u>ITEM</u>	<u>AMOUNT</u>
1. Final Design	\$ 30,000
2. Construction	372,937.45
3. Contingency	-0-
Grand Total	\$402,937.45

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

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

	<u>Percentage Share</u>	<u>Maximum Contribution</u>
DISTRICT	49.6%	\$200,000.00
TOWN	50.4%	202,937.45
TOTAL	100.00%	\$402,937.45

5. MANAGEMENT OF FINANCES

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

DISTRICT, upon presentation of a billing by TOWN for work accomplished, shall remit within 30 days of this billing to TOWN up to a maximum amount of \$200,000 plus interest accumulated on DISTRICT's share of funds.

6. FINAL DESIGN

The contracting officers for PARTIES, as defined under Paragraph 13 of this Agreement, shall select an engineer mutually agreeable to both PARTIES. TOWN shall contract with selected engineer and shall supervise and coordinate the final design including right-of-way delineation subject to approval of the contracting officer for DISTRICT. Payment for final design services shall be made by TOWN as the work progresses from the PROJECT fund established as set forth above.

Final design services shall consist of, but not be limited to, the following:

- A. Preparation of a work plan schedule identifying the timing of major elements in the design;
- B. Delineation of required right-of-way/easements;
- C. Preparation of detailed construction plans and specifications;
- D. Preparation of an estimate of probable construction costs of the work covered by the plans and specifications;
- E. Preparation of an appropriate construction schedule.

TOWN shall provide any written work product by the engineer to DISTRICT.

7. MANAGEMENT OF CONSTRUCTION

A. Costs. Construction costs shall consist of those costs as incurred by the most qualified contractor(s) including detour costs, licenses and permits, utility relocations, and construction related engineering services as defined in Paragraph 4 of this Agreement.

B. Construction Management and Payment

- 1. TOWN, with the assistance of DISTRICT, shall administer and coordinate the construction-related work as provided herein.
- 2. TOWN, with assistance and approval of DISTRICT, shall select and award construction contract(s).
- 3. TOWN shall require the contractor to provide adequate liability insurance that includes DISTRICT. The contractor shall be required to indemnify DISTRICT. Copies of the insurance coverage shall be provided to DISTRICT.
- 4. TOWN, with assistance of DISTRICT, shall coordinate field surveying; staking; inspection; testing; acquisition of right-of-way; and engineering as required to construct PROJECT. TOWN, with assistance of DISTRICT, shall assure that

construction is performed in accordance with the construction contract documents including approved plans and specifications and shall accurately record the quantities and costs relative thereto. Copies of all inspection reports shall be furnished to DISTRICT on a weekly basis. TOWN shall retain an engineer to perform all or a part of these duties.

5. TOWN, with approval of DISTRICT, shall contract with and provide the services of the design engineer for basic engineering construction services to include addendum preparation; survey control points; explanatory sketches; revisions of contract plans; shop drawing review; as-built plans; weekly inspection of work; and final inspection.
 6. PARTIES shall have access to the site during construction at all times to observe the progress of work and conformance to construction contract documents including plans and specifications.
 7. TOWN shall review and approve contractor billings and send them to DISTRICT for approval. TOWN shall remit payment to contractor based on billings approved by PARTIES.
 8. TOWN, with assistance and written concurrence by DISTRICT shall prepare and issue all written change or work orders to the contract documents.
 9. PARTIES shall jointly conduct a final inspection and accept or reject the completed PROJECT in accordance with the contract documents.
 10. TOWN shall provide DISTRICT a set of reproducible "as-built" plans.
- C. Construction Change Orders. In the event that it becomes necessary and advisable to change the scope or detail of the work to be performed under the contract(s), such changes shall be rejected or approved in writing by the contracting officers. No change orders shall be approved that increase the costs beyond the funds available in the PROJECT fund, including interest earned on those funds, unless and until the additional funds needed to pay for the added costs are committed by all PARTIES.

9. MAINTENANCE

PARTIES agree that TOWN shall own and be responsible for maintenance of the completed and accepted PROJECT. PARTIES further agree that DISTRICT, at TOWN's request, shall assist TOWN with the maintenance of all facilities constructed or modified by virtue of this Agreement to the extent possible depending on availability of DISTRICT funds. Such maintenance assistance shall be limited to drainage and flood control features of PROJECT. Maintenance assistance may include activities such as keeping flow areas free and clear of debris and silt, keeping culverts free of debris and sediment, repairing drainage and flood control structures such as drop structures and energy dissipaters, and clean-up measures after periods of heavy runoff. The specific nature of the maintenance assistance shall be set forth in a memorandum of understanding from DISTRICT to TOWN, upon acceptance of DISTRICT's annual Maintenance Work Program.

DISTRICT shall have right-of-access to right-of-way and storm drainage improvements at all times for observation of flood control facility conditions and for maintenance when funds are available.

10. FLOODPLAIN REGULATION

TOWN agrees to regulate and control the floodplain of Newlin Gulch within TOWN in the manner prescribed by the National Flood Insurance Program and prescribed regulations thereto as a minimum.

PARTIES understand and agree, however, that TOWN cannot obligate itself by contract to exercise its police powers. If TOWN fails to regulate the floodplain of Newlin Gulch within TOWN in the manner prescribed by the National Flood Insurance Program and prescribed regulations thereto as a minimum, DISTRICT may exercise its power to do so and TOWN shall cooperate fully.

11. TERM OF AGREEMENT

The term of this Agreement shall commence upon final execution by all PARTIES and shall terminate three (3) years after the final payment is made to the construction contractor and the final accounting of funds on deposit at DISTRICT is provided to all PARTIES pursuant to Paragraph 5 herein, except for Paragraph 10. FLOODPLAIN REGULATION, Paragraph 7.C. Ownership of Property and Limitation of Use, and Paragraph 9. MAINTENANCE, which shall run in perpetuity.

12. LIABILITY

Each party hereto shall be responsible for any suits, demands, costs or actions at law resulting from its own acts or omissions and may insure against such possibilities as appropriate.

13. CONTRACTING OFFICERS

A. The contracting officer for TOWN shall be the Director of Engineering, 20120 East Mainstreet, Parker, Colorado 80138.

B. The contracting officer for DISTRICT shall be the Executive Director, 2480 West 26th Avenue, Suite 156B, Denver, Colorado 80211.

C. The contracting officers for PARTIES each agree to designate and assign a PROJECT representative to act on the behalf of said PARTIES in all matters related to PROJECT undertaken pursuant to this Agreement. Each representative shall coordinate all PROJECT-related issues between PARTIES, shall attend all progress meetings, and shall be responsible for providing all available PROJECT-related file information to the engineer upon request by DISTRICT or TOWN. Said representatives shall have the authority for all approvals, authorizations, notices or concurrences required under this Agreement. However, in regard to any amendments or addenda to this Agreement, said representative shall be responsible to promptly obtain the approval of the proper authority.

14. RESPONSIBILITIES OF PARTIES

DISTRICT shall be responsible for coordinating with TOWN the information developed by the various consultants hired by DISTRICT and for obtaining all concurrences from TOWN needed to complete PROJECT in a timely manner. TOWN agree to review all concept plans, preliminary

design plans, and final plans and specifications; and to provide comments within 21 calendar days after the drafts have been provided by DISTRICT to TOWN.

15. AMENDMENTS

This Agreement contains all of the terms agreed upon by and among PARTIES. Any amendments to this Agreement shall be in writing and executed by PARTIES hereto to be valid and binding.

16. SEVERABILITY

If any clause or provision herein contained shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, such invalid or unenforceable clause or provision shall not affect the validity of the Agreement as a whole and all other clauses or provisions shall be given full force and effect.

17. APPLICABLE LAWS

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Jurisdiction for any and all legal actions regarding this Agreement shall be in the State of Colorado and venue for the same shall lie in the TOWN where PROJECT is located.

18. ASSIGNABILITY

No party to this Agreement shall assign or transfer any of its rights or obligations hereunder without the prior written consent of the nonassigning party or parties to this Agreement.

19. BINDING EFFECT

The provisions of this Agreement shall bind and shall inure to the benefit of PARTIES hereto and to their respective successors and permitted assigns.

20. ENFORCEABILITY

PARTIES hereto agree and acknowledge that this Agreement may be enforced in law or in equity, by decree of specific performance or damages, or such other legal or equitable relief as may be available subject to the provisions of the laws of the State of Colorado.

21. TERMINATION OF AGREEMENT

This Agreement may be terminated upon thirty (30) days' written notice by any party to this Agreement, but only if there are no contingent, outstanding contracts. If there are contingent, outstanding contracts, this Agreement may only be terminated upon the cancellation of all contingent, outstanding contracts. All costs associated with the cancellation of the contingent contracts shall be shared between PARTIES in the same ratio(s) as were their contributions.

22. PUBLIC RELATIONS

It shall be at TOWN's sole discretion to initiate and to carry out any public relations program to inform the residents in PROJECT area as to the purpose of PROJECT and what impact it may have on them. Technical information shall be presented to the public by the selected engineer. In any event DISTRICT shall have no responsibility for a public relations program, but shall assist TOWN as needed and appropriate.

23. NO DISCRIMINATION IN EMPLOYMENT

In connection with the performance of work under this Agreement, PARTIES agree not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified because of race, color, ancestry, creed, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability and further agree to insert the foregoing provision in all subcontracts hereunder.

24. APPROPRIATIONS

Notwithstanding any other term, condition, or provision herein, each and every obligation of TOWN and/or DISTRICT stated in this Agreement is subject to the requirement of a prior appropriation of funds therefore by the appropriate governing body of TOWN and/or DISTRICT.

25. NO THIRD PARTY BENEFICIARIES

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to PARTIES, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement. It is the express intention of PARTIES that any person or party other than any one of PARTIES receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

26. ILLEGAL ALIENS

PARTIES agree that any public contract for services executed as a result of this intergovernmental agreement shall prohibit the employment of illegal aliens in compliance with §8-17.5-101 *et seq* C.R.S. The following language shall be included in any contract for public services: "The Consultant or Contractor shall not and by signing this Agreement certifies that it does not knowingly employ or contract with an illegal alien to perform work under this Agreement.

Consultant or Contractor shall not enter into a subcontract with a subcontractor that fails to certify to the Consultant or Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services. Consultant or Contractor affirms that they have verified or attempted to verify through participation in the Employment Eligibility Verification Program (E-Verify) previously known as the Basic Pilot Program (created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, As Amended, that is administered by the United States Department of Homeland Security that Consultant or Contractor does not employ illegal aliens.

Consultant or Contractor shall not use the E-Verify procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed.

In the event that the Consultant or Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, the Consultant or Contractor shall be required to:

- A. Notify the subcontractor and PARTIES within three days that the Consultant or Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
- B. Terminate the subcontract with the subcontractor if within three days of receiving the notice required if the Subcontractor does not stop employing or contracting with the illegal alien; except that the Consultant or Contractor shall not terminate the contract with the Subcontractor if during such three days the Subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

Consultant or Contractor is required under this Agreement to comply with any reasonable request by the Colorado Department of Labor and Employment (CDL) made in the course of an investigation the CDL is undertaking pursuant to §8-17.5-102(5) C.R.S.

DISTRICT may terminate this agreement for a breach of contract if Consultant or Contractor does not fully and completely comply with these conditions. If this Agreement is so terminated, the Consultant or Contractor shall be liable for actual and consequential damages to PARTIES.

27. GOVERNMENTAL IMMUNITIES

PARTIES hereto intend that nothing herein shall be deemed or construed as a waiver by any party of any rights, limitations, or protections afforded to them under the Colorado Governmental Immunity Act (§ 24-10-101, *et seq.*, C.R.S.) as now or hereafter amended or otherwise available at law or equity.

28. INTENT OF AGREEMENT

Except as otherwise stated herein, this Agreement is intended to describe the rights and responsibilities of and between PARTIES and is not intended to and shall not be deemed to confer rights upon any person or entities not named as PARTIES, nor to limit in any way the powers and responsibilities of the TOWN, the DISTRICT or any other entity not a party hereto.

29. EXECUTION IN COUNTERPARTS – ELECTRONIC SIGNATURES

This Agreement, and all subsequent documents requiring the signatures of PARTIES to this Agreement, may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. PARTIES approve the use of electronic signatures for execution of this Agreement, and all subsequent documents requiring the signatures of PARTIES to this Agreement. Only the following two forms of electronic signatures shall be permitted to bind PARTIES to this Agreement, and all subsequent documents requiring the signatures of PARTIES to this Agreement.

- A. Electronic or facsimile delivery of a fully executed copy of a signature page; or
- B. The image of the signature of an authorized signer inserted onto PDF format documents.

Documents requiring notarization may also be notarized by electronic signature, as provided above. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, CRS §§ 24-71.3-101 to -121.

WHEREFORE, PARTIES hereto have caused this instrument to be executed by properly authorized signatories as of the date and year first above written.

URBAN DRAINAGE AND
FLOOD CONTROL DISTRICT

(SEAL)

By _____

ATTEST:

Name Paul A. Hindman

Title Executive Director

TOWN OF PARKER

(SEAL)

By _____

ATTEST:

Name _____

Title _____

APPROVED AS TO FORM:

TOWN Attorney

AGREEMENT REGARDING
FINAL DESIGN, RIGHT-OF-WAY ACQUISITION AND CONSTRUCTION
OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR
NEWLIN GULCH AT NEWLIN GULCH ROAD
TOWN OF PARKER

Agreement No. 16-01.16

Exhibit A





ITEM NO: 6C
DATE: 03/21/2016

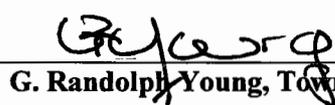
REQUEST FOR TOWN COUNCIL ACTION

TITLE: Ordinance No. 9.251 – A Bill for an Ordinance to Approve the Intergovernmental Agreement Between the Town of Castle Rock, the Town of Parker and the Board of County Commissioners of the County of Douglas Regarding the Implementation of the Douglas County Habitat Conservation Plan for the Conservation of the Preble’s Meadow Jumping Mouse.

- | | | |
|---|---|--------------|
| <input type="checkbox"/> PUBLIC HEARING | <input checked="" type="checkbox"/> ORDINANCE FOR 1 ST READING | (03/21/2016) |
| <input type="checkbox"/> CONTRACT | <input type="checkbox"/> ORDINANCE FOR 2 ND READING | (04/04/2016) |
| <input type="checkbox"/> MOTION | <input type="checkbox"/> RESOLUTION | |



Tom Williams, Director of Engineering



G. Randolph Young, Town Administrator

ISSUE:

The Town of Parker, Town of Castle Rock and Douglas County have a Habitat Conservation Plan through the United States Fish and Wildlife Service to protect sensitive wildlife habitat along Cherry Creek. The Habitat Conservation Plan is set to expire on May 11, 2016. This intergovernmental agreement extends the Town’s and County’s commitment to adhering to a 10-year renewal of this plan with the Service.

PRIOR ACTION:

N/A

FUNDING/BUDGET IMPACT:

The Town has \$250,000 identified in the approved 2016 Stormwater capital improvement budget for this project.

BACKGROUND:

The current Habitat Conservation Plan has been approved for a 10 year period expiring on May 11, 2016. The Plan has been adhered to by the Towns and County by protecting critical habitat and constructing permanent improvements within habitat that is identified in the plan with activities specifically called out in the plan. In most cases, the activities have resulted in less area disturbed than identified in the plan. The Towns and County have numerous projects identified in the plan that have not been completed and have determined that no additional projects need to be added to the Plan. The terms of the plan are still acceptable to the Towns and the County and with no need to add more projects, the entities are comfortable with extending the existing plan for another term. The Town of Parker along with the Town of Castle Rock and

Douglas County have applied for an extension of this Habitat Conservation Plan for a period of 10 years.

RECOMMENDATION:

Staff recommends approval of this Ordinance.

PREPARED/REVIEWED BY:

Jacob James, Senior Stormwater Engineer; Tom Williams, Director of Engineering

ATTACHMENTS:

1. Ordinance No. 9.251
2. Agreement

RECOMMENDED MOTION:

"I move to approve Ordinance No. 9.251 on first reading and schedule second reading for April 4, 2016, as a part of the consent agenda."

ORDINANCE NO. 9.251, Series of 2016

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF CASTLE ROCK, THE TOWN OF PARKER AND THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS REGARDING THE IMPLEMENTATION OF THE DOUGLAS COUNTY HABITAT CONSERVATION PLAN FOR THE CONSERVATION OF THE PREBLE'S MEADOW JUMPING MOUSE

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

Section 1. The Town Council of the Town of Parker hereby approves the Intergovernmental Agreement between the Town of Castle Rock, the Town of Parker and the Board of County Commissioners of the County of Douglas Regarding the Implementation of the Douglas County Habitat Conservation Plan for the Conservation of the Preble's Meadow Jumping Mouse, 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 _____, 2016.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this _____ day of _____,
2016.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

EXHIBIT 1

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE TOWN OF CASTLE ROCK, THE TOWN OF PARKER AND
THE BOARD OF COUNTY COMMISSIONERS OF THE
COUNTY OF DOUGLAS REGARDING THE IMPLEMENTATION OF THE
DOUGLAS COUNTY HABITAT CONSERVATION PLAN FOR THE CONSERVATION
OF THE PREBLE'S MEADOW JUMPING MOUSE**

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is entered into on this ___ day of _____, 2016, by and between the **Town of Castle Rock**, 100 North Wilcox Street, Castle Rock, Colorado 80104, **Town of Parker** (collectively "the Towns"), 20120 E. Mainstreet, Parker, Colorado 80138 and the **Board of County Commissioners of Douglas County, Colorado**, 100 Third Street, Castle Rock, Colorado 80104 (the "County") collectively referred to herein as the "Participants" and individually as "Participant".

RECITALS

WHEREAS, the United States Fish and Wildlife Service (the "Service") designated the Preble's meadow jumping mouse ("Preble's") as a threatened species protected under the Endangered Species Act ("ESA") in 1998 (63 Fed. Reg. 26517, May 13, 1998);

WHEREAS, the ESA requires that non-federal activities that may incidentally take a listed species or its habitat receive an incidental take permit from ("ITP") the Service;

WHEREAS, the Towns and the County developed the Douglas County Habitat Conservation Plan ("DCHCP") to identify potential Preble's habitat (referred to in the DCHCP as the riparian conservation zone ("RCZ")) throughout Douglas County, to identify activities to be conducted by the County and the Towns within a 10-year period that may impact the RCZ (referred to in the DCHCP as covered activities), and to identify measures to adequately mitigate and monitor impacts to the RCZ;

WHEREAS, the Service issued 10-year Incidental Take Permits (ITP) in 2006 to the County and each of the Towns authorizing the take of Preble's and its potential habitat from certain public improvements outlined in the HCP;

WHEREAS, the Service issued renewed incidental take permits ("ITPs") in 2016 to the County and each of the Towns authorizing the take of Preble's and its potential habitat in accordance with the provisions of the DCHCP and the ITPs;

WHEREAS, in addition to the DCHCP and the ITPs, the County and Towns individually entered into an Implementing Agreement ("IA") with the Service to identify the process of implementing the DCHCP;

WHEREAS, the County and the Towns made the following commitments in the DCHCP, ITPs and IAs in order to conduct defined activities in the RCZ:

- a. Assure that covered activities do not exceed the designated total impact threshold absent amendment of the DCHCP and ITPs;
- b. Minimize and mitigate the impacts of covered activities to the maximum extent practicable;
- c. Implement management plans for all Participant-owned mitigation lands;
- d. Implement the monitoring programs, including monitoring of the restoration and re-vegetation of temporary impacts to the RCZ associated with covered activities, and implement adaptive management responses as needed;
- e. Meet funding obligations set forth in Chapter 7 of the DCHCP; and
- f. Provide an annual report to the Service that demonstrates compliance with the above commitments;

WHEREAS, the County and Towns desire to work cooperatively to coordinate efforts to comply with the DCHCP, ITP and IA commitments;

WHEREAS, the Participants were parties to an Intergovernmental Agreement Regarding the Implementation of the Douglas County Habitat Conservation Plan for the Conservation of the Preble's Meadow Jumping Mouse dated January 16, 2007, as approved by the Parker Town Council by Ordinance No. 9.142, Series of 2007, and Castle Rock Town Council by Resolution No. 2007-46, ("Prior IGA"); and

WHEREAS, the Participants desire to renew the Prior IGA under the same terms and conditions as set forth herein; and

WHEREAS, governmental entities are authorized to enter into intergovernmental agreements pursuant to the provisions of Article XIV, Section 18(2)(a) of the Colorado Constitution and § 29-1-203, C.R.S.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Participants agree to the following terms and conditions:

Section 1. Total Impact Threshold. Collectively, the Participants shall not exceed the designated total impact threshold of 430 acres. If such threshold is exceeded, the Participants must amend their respective ITPs. Individually, the Participants shall not exceed the designated impact thresholds identified in Chapter 4 of the DCHCP and **Exhibit A**, attached hereto and incorporated herein. However, the Participants may, but are not obligated to, trade allocated impacts upon mutual written agreement and in accordance with the DCHCP at a cost to be determined at the time of trade.

The total impact threshold associated with emergency activities identified in the DCHCP (28 acres of impact to the RCZ) shall be used by the Participants based on need. However, the maximum total acreage for emergency activities allotted to each Participant shall not exceed the

acres identified in **Exhibit A**. Upon mutual written agreement, a Participant may, but is not obligated to, trade a portion of its emergency impacts to another Participant at a cost to be determined at the time of trade.

Section 2. Mitigation. Impacts to the RCZ authorized as part of the DCHCP are mitigated through the preservation of 1132 acres of permanently protected RCZ. As of the issuance date of the ITPs, impacts to the RCZ resulting from activities conducted by the County and the Town of Parker are mitigated entirely by land preservation efforts conducted individually by the County and the Town of Parker respectively. The Town of Castle Rock's activities are mitigated in part by its own land preservation efforts and in part by the other Participants' land preservation. The Participants may, but are not obligated to, trade allocated mitigation acreage upon mutual written agreement and in accordance with the DCHCP at a cost to be determined at the time of trade. The process for substituting mitigation land is outlined in DCHCP Section 7.6.1.4 – Additions, Transfers of Ownership or Substitutions of Mitigation Lands.

In addition to the provisions provided above, the Participants were required to complete management plans for the permanently protected properties used as impact mitigation for purposes of the DCHCP within two years of implementation of the DCHCP. Each Participant is responsible for implementing its own management plans, according to the DCHCP.

Section 3. Monitoring and Reporting. The DCHCP requires monitoring and reporting to ensure that the Participants are complying with the commitments made in the DCHCP. Each Participant shall be responsible for its own monitoring and reporting. The County agrees to consolidate the annual reports submitted by the Participants in a form acceptable to the County and prepare one annual report to be sent to the Service by March 1 of the year following the year impacts occur. The monitoring and annual reporting requirements include, but are not limited to, the following:

- Impact accounting – Project-by-project accounting of permanent, temporary and emergency impacts compiled into a single annual report to be sent to the Service.
- Mitigation accounting – Annual accounting of mitigation used (how many acres deducted from mitigation pool and which property acreage was deducted) to offset impacts of covered activities.
- Biological goals and objectives – Project-by-project monitoring to determine if restoration and revegetation (DCHCP Appendix 4), BMPs (DCHCP Appendix 3), and minimization (DCHCP Appendix 5) requirements are being met.
- Cultural resources – Project-by-project monitoring to ensure compliance with Cultural Resource Survey requirements (see Sections 3.5 and 4.2.4 of DCHCP).

Section 4. Participant Responsibilities.

Each Participant shall appoint a primary coordinator who will be responsible for fielding internal and external questions; serving as a subject matter expert; providing training to internal

departments; and ensuring that proper monitoring and reporting is performed. The Towns shall provide the required annual reports, in a form provided by and acceptable to the County, to the County coordinator by no later than February 1 of each year. The County coordinator agrees to consolidate such annual reports with the annual report of the County.

Section 5. Funding. Each Participant shall be responsible for paying its own costs with regard to complying with the DCHCP, the ITP, the IA and this Agreement.

Section 6. Withdrawal/Termination. If a Participant withdraws from participation in the DCHCP pursuant to Section 7.7.4 of the DCHCP, such Participant may withdraw from this Agreement upon 30 days prior written notice to the other Participants. Termination or withdrawal from this Agreement by any Participant for any other reason requires 30 days prior written notice to the other Participants. Upon withdrawal or termination, all monitoring data collected by the withdrawing Participant shall immediately be given to the other Participants to ensure that the County obtains all information necessary to submit the consolidated annual report to the Service.

Section 7. Amendment. This Agreement may be amended only by written agreement of all Participants.

Section 8. Governmental Immunity. The County and the Towns are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently \$350,000 per person and \$990,000 per occurrence) or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S., as from time to time amended, or otherwise available to the Participants, their officers or their employees.

Section 9. Notices. Any notices, demands or other communications regarding this Agreement, shall be given in writing, delivered personally or sent by U.S. Mail, addressed to the Participants at the addresses set forth below or at such other address as the Participants may hereafter or from time to time designate by written notice to the other Participant. All notices, demands or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with Federal Express or other nationally recognized overnight air courier service or three (3) business days after deposit in the United States mail.

The Town of Castle Rock's mailing address is:

Town of Castle Rock
Miller Activity Complex
1375 W. Plum Creek Parkway
Castle Rock, Colorado 80109
Telephone: 303-814-7444
Facsimile: 303-660-2022
Attention: Natural Resource Specialist

With copies to:

Town of Castle Rock
100 Wilcox Street
Castle Rock, Colorado 80104
Telephone: 303-660-1388
Facsimile: 303-660-1028
Attention: Town Manager
Town Attorney

The Town of Parker's mailing address is:

Town of Parker
20120 E. Mainstreet
Parker, Colorado 80138
Telephone: 303-840-9546
Facsimile: 303-840-8241
Attention: Town Attorney
Stormwater Utility Manager

The County's mailing address is:

Douglas County Division of Open Space and Natural Resources
100 Third Street
Castle Rock, Colorado 80104
Telephone: 303-660-7495
Facsimile: 303-663-2064
Attention: Director of Open Space and Natural Resources

With a copy to:

Douglas County Attorney's Office
100 Third Street
Castle Rock, Colorado 80104
Telephone: 303-660-7414
Facsimile: 303-688-6596
Attention: County Attorney

Section 10. Recitals. All recitals are incorporated by reference herein and shall be deemed to be a part of the substantive terms of this Agreement.

Section 11. Entire Understanding. This Agreement represents the entire agreement between the Participants and there are no oral or collateral agreements or understandings.

Section 12. Jurisdiction and Venue. This Agreement shall be governed by the laws of the State of Colorado. Venue shall be in the courts of Douglas County, State of Colorado.

Section 13. Compliance with Laws. The Participants agree that in performing any obligations under this Agreement, each shall comply with all laws, rules, regulations, ordinances and orders of any governmental authority having jurisdiction.

Section 14. No Third Party Beneficiaries. None of the terms, conditions or covenants contained in this Agreement shall be deemed to be for the benefit of any person not a party hereto.

Section 15. Severability. If any clause or provision herein contained shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, such invalid or unenforceable clause or provision shall not affect the validity of the Agreement as a whole and all other clauses or provisions shall be given full force and effect.

Section 16. Assignability. No Participant shall assign or transfer any of its rights or obligations hereunder without the prior written consent of the non-assigning Participant to this Agreement.

Section 17. Binding Effect. The provisions of this Agreement shall bind and shall inure to the benefit of the Participants and to their respective successors and permitted assigns.

Section 18. Enforceability. The Participants hereto agree and acknowledge that this Agreement may be enforced in law or in equity, by decree of specific performance or damages or such other legal or equitable relief as may be available subject to the provisions of the laws of the State of Colorado.

Section 19. Appropriations. Notwithstanding any other term, condition or provision herein, each and every obligation of the Participants is subject to the requirement of a prior appropriation of funds therefor by the Participants.

This Agreement is entered into as of the day and year set forth above.

TOWN OF CASTLE ROCK

ATTEST:

Paul Donahue, Mayor

**Sally A. Misare
Town Clerk**

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

**Robert J. Slentz
Town Attorney**

**Dave Corliss
Town Manager**

TOWN OF PARKER

Mike Waid, Mayor

ATTEST:

APPROVED AS TO FORM:

**Carol Baumgartner
Town Clerk**

**Jim Maloney
Town Attorney**

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

BY: _____
David A. Weaver, Chair

ATTEST:

Codie Brenner
Deputy Clerk

APPROVED AS TO CONTENT:

APPROVED AS TO LEGAL FORM:

Douglas J. DeBord, County Manager

Kristin Decker, Sr. Asst. County Attorney

APPROVED AS TO FISCAL CONTENT:

Andrew Copland, Director of Finance

EXHIBIT A

**Impact Thresholds to the RCZ
for the
County and Towns' Covered Activities**

**Permanent and Temporary Impacts to the RCZ
in Acres for Covered Activities.**

(See also Table 4-1, Chapter 4)

Applicant	Roads and Bridges		Trails		Stormwater, Utilities, Other [†]		Total	
	Temp.	Perm.	Temp.	Perm.	Temp.	Perm.	Temp.	Perm.
Douglas County	31.3	194.6	1.2	20.8	0	0	32.5	215.4
Castle Rock	18.6	29.6	3.6	10.3	34.3	6.1	56.5	46.0
Parker	16.3	12.5	1.0	3.7	15.7	2.8	33.0	19.0
Total	66.2	236.7	5.8	34.8	50.0	8.9	122.0	280.4

[†]Impacts associated with emergency activities are estimated to be 10 percent of the total permanent impacts, or 28 acres, and are shown in Table 5-3 of the DCHCP. The total impact threshold to the RCZ is 430 acres.

Allocation of Emergency Activities

Applicant	Total Allocated Acres for Emergency Purposes
Douglas County	17.0 acres
Castle Rock	5.5 acres
Parker	5.5 acres
Total	28 acres

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE TOWN OF CASTLE ROCK, THE TOWN OF PARKER AND
THE BOARD OF COUNTY COMMISSIONERS OF THE
COUNTY OF DOUGLAS REGARDING THE IMPLEMENTATION OF THE
DOUGLAS COUNTY HABITAT CONSERVATION PLAN FOR THE CONSERVATION
OF THE PREBLE'S MEADOW JUMPING MOUSE**

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is entered into on this ___ day of _____, 2016, by and between the **Town of Castle Rock**, 100 North Wilcox Street, Castle Rock, Colorado 80104, **Town of Parker** (collectively "the Towns"), 20120 E. Mainstreet, Parker, Colorado 80138 and the **Board of County Commissioners of Douglas County, Colorado**, 100 Third Street, Castle Rock, Colorado 80104 (the "County") collectively referred to herein as the "Participants" and individually as "Participant".

RECITALS

WHEREAS, the United States Fish and Wildlife Service (the "Service") designated the Preble's meadow jumping mouse ("Preble's") as a threatened species protected under the Endangered Species Act ("ESA") in 1998 (63 Fed. Reg. 26517, May 13, 1998);

WHEREAS, the ESA requires that non-federal activities that may incidentally take a listed species or its habitat receive an incidental take permit from ("ITP") the Service;

WHEREAS, the Towns and the County developed the Douglas County Habitat Conservation Plan ("DCHCP") to identify potential Preble's habitat (referred to in the DCHCP as the riparian conservation zone ("RCZ")) throughout Douglas County, to identify activities to be conducted by the County and the Towns within a 10-year period that may impact the RCZ (referred to in the DCHCP as covered activities), and to identify measures to adequately mitigate and monitor impacts to the RCZ;

WHEREAS, the Service issued 10-year Incidental Take Permits (ITP) in 2006 to the County and each of the Towns authorizing the take of Preble's and its potential habitat from certain public improvements outlined in the HCP;

WHEREAS, the Service issued renewed incidental take permits ("ITPs") in 2016 to the County and each of the Towns authorizing the take of Preble's and its potential habitat in accordance with the provisions of the DCHCP and the ITPs;

WHEREAS, in addition to the DCHCP and the ITPs, the County and Towns individually entered into an Implementing Agreement ("IA") with the Service to identify the process of implementing the DCHCP;

WHEREAS, the County and the Towns made the following commitments in the DCHCP, ITPs and IAs in order to conduct defined activities in the RCZ:

- a. Assure that covered activities do not exceed the designated total impact threshold absent amendment of the DCHCP and ITPs;
- b. Minimize and mitigate the impacts of covered activities to the maximum extent practicable;
- c. Implement management plans for all Participant-owned mitigation lands;
- d. Implement the monitoring programs, including monitoring of the restoration and re-vegetation of temporary impacts to the RCZ associated with covered activities, and implement adaptive management responses as needed;
- e. Meet funding obligations set forth in Chapter 7 of the DCHCP; and
- f. Provide an annual report to the Service that demonstrates compliance with the above commitments;

WHEREAS, the County and Towns desire to work cooperatively to coordinate efforts to comply with the DCHCP, ITP and IA commitments;

WHEREAS, the Participants were parties to an Intergovernmental Agreement Regarding the Implementation of the Douglas County Habitat Conservation Plan for the Conservation of the Preble's Meadow Jumping Mouse dated January 16, 2007, as approved by the Parker Town Council by Ordinance No. 9.142, Series of 2007, and Castle Rock Town Council by Resolution No. 2007-46, ("Prior IGA"); and

WHEREAS, the Participants desire to renew the Prior IGA under the same terms and conditions as set forth herein; and

WHEREAS, governmental entities are authorized to enter into intergovernmental agreements pursuant to the provisions of Article XIV, Section 18(2)(a) of the Colorado Constitution and § 29-1-203, C.R.S.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Participants agree to the following terms and conditions:

Section 1. Total Impact Threshold. Collectively, the Participants shall not exceed the designated total impact threshold of 430 acres. If such threshold is exceeded, the Participants must amend their respective ITPs. Individually, the Participants shall not exceed the designated impact thresholds identified in Chapter 4 of the DCHCP and **Exhibit A**, attached hereto and incorporated herein. However, the Participants may, but are not obligated to, trade allocated impacts upon mutual written agreement and in accordance with the DCHCP at a cost to be determined at the time of trade.

The total impact threshold associated with emergency activities identified in the DCHCP (28 acres of impact to the RCZ) shall be used by the Participants based on need. However, the maximum total acreage for emergency activities allotted to each Participant shall not exceed the

acres identified in **Exhibit A**. Upon mutual written agreement, a Participant may, but is not obligated to, trade a portion of its emergency impacts to another Participant at a cost to be determined at the time of trade.

Section 2. Mitigation. Impacts to the RCZ authorized as part of the DCHCP are mitigated through the preservation of 1132 acres of permanently protected RCZ. As of the issuance date of the ITPs, impacts to the RCZ resulting from activities conducted by the County and the Town of Parker are mitigated entirely by land preservation efforts conducted individually by the County and the Town of Parker respectively. The Town of Castle Rock's activities are mitigated in part by its own land preservation efforts and in part by the other Participants' land preservation. The Participants may, but are not obligated to, trade allocated mitigation acreage upon mutual written agreement and in accordance with the DCHCP at a cost to be determined at the time of trade. The process for substituting mitigation land is outlined in DCHCP Section 7.6.1.4 – Additions, Transfers of Ownership or Substitutions of Mitigation Lands.

In addition to the provisions provided above, the Participants were required to complete management plans for the permanently protected properties used as impact mitigation for purposes of the DCHCP within two years of implementation of the DCHCP. Each Participant is responsible for implementing its own management plans, according to the DCHCP.

Section 3. Monitoring and Reporting. The DCHCP requires monitoring and reporting to ensure that the Participants are complying with the commitments made in the DCHCP. Each Participant shall be responsible for its own monitoring and reporting. The County agrees to consolidate the annual reports submitted by the Participants in a form acceptable to the County and prepare one annual report to be sent to the Service by March 1 of the year following the year impacts occur. The monitoring and annual reporting requirements include, but are not limited to, the following:

- Impact accounting – Project-by-project accounting of permanent, temporary and emergency impacts compiled into a single annual report to be sent to the Service.
- Mitigation accounting – Annual accounting of mitigation used (how many acres deducted from mitigation pool and which property acreage was deducted) to offset impacts of covered activities.
- Biological goals and objectives – Project-by-project monitoring to determine if restoration and revegetation (DCHCP Appendix 4), BMPs (DCHCP Appendix 3), and minimization (DCHCP Appendix 5) requirements are being met.
- Cultural resources – Project-by-project monitoring to ensure compliance with Cultural Resource Survey requirements (see Sections 3.5 and 4.2.4 of DCHCP).

Section 4. Participant Responsibilities.

Each Participant shall appoint a primary coordinator who will be responsible for fielding internal and external questions; serving as a subject matter expert; providing training to internal

departments; and ensuring that proper monitoring and reporting is performed. The Towns shall provide the required annual reports, in a form provided by and acceptable to the County, to the County coordinator by no later than February 1 of each year. The County coordinator agrees to consolidate such annual reports with the annual report of the County.

Section 5. Funding. Each Participant shall be responsible for paying its own costs with regard to complying with the DCHCP, the ITP, the IA and this Agreement.

Section 6. Withdrawal/Termination. If a Participant withdraws from participation in the DCHCP pursuant to Section 7.7.4 of the DCHCP, such Participant may withdraw from this Agreement upon 30 days prior written notice to the other Participants. Termination or withdrawal from this Agreement by any Participant for any other reason requires 30 days prior written notice to the other Participants. Upon withdrawal or termination, all monitoring data collected by the withdrawing Participant shall immediately be given to the other Participants to ensure that the County obtains all information necessary to submit the consolidated annual report to the Service.

Section 7. Amendment. This Agreement may be amended only by written agreement of all Participants.

Section 8. Governmental Immunity. The County and the Towns are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently \$350,000 per person and \$990,000 per occurrence) or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S., as from time to time amended, or otherwise available to the Participants, their officers or their employees.

Section 9. Notices. Any notices, demands or other communications regarding this Agreement, shall be given in writing, delivered personally or sent by U.S. Mail, addressed to the Participants at the addresses set forth below or at such other address as the Participants may hereafter or from time to time designate by written notice to the other Participant. All notices, demands or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with Federal Express or other nationally recognized overnight air courier service or three (3) business days after deposit in the United States mail.

The Town of Castle Rock's mailing address is:

Town of Castle Rock
Miller Activity Complex
1375 W. Plum Creek Parkway
Castle Rock, Colorado 80109
Telephone: 303-814-7444
Facsimile: 303-660-2022
Attention: Natural Resource Specialist

With copies to:

Town of Castle Rock
100 Wilcox Street
Castle Rock, Colorado 80104
Telephone: 303-660-1388
Facsimile: 303-660-1028
Attention: Town Manager
Town Attorney

The Town of Parker's mailing address is:

Town of Parker
20120 E. Mainstreet
Parker, Colorado 80138
Telephone: 303-840-9546
Facsimile: 303-840-8241
Attention: Town Attorney
Stormwater Utility Manager

The County's mailing address is:

Douglas County Division of Open Space and Natural Resources
100 Third Street
Castle Rock, Colorado 80104
Telephone: 303-660-7495
Facsimile: 303-663-2064
Attention: Director of Open Space and Natural Resources

With a copy to:

Douglas County Attorney's Office
100 Third Street
Castle Rock, Colorado 80104
Telephone: 303-660-7414
Facsimile: 303-688-6596
Attention: County Attorney

Section 10. Recitals. All recitals are incorporated by reference herein and shall be deemed to be a part of the substantive terms of this Agreement.

Section 11. Entire Understanding. This Agreement represents the entire agreement between the Participants and there are no oral or collateral agreements or understandings.

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This Agreement is entered into as of the day and year set forth above.

TOWN OF CASTLE ROCK

ATTEST:

Paul Donahue, Mayor

**Sally A. Misare
Town Clerk**

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

**Robert J. Slentz
Town Attorney**

**Dave Corliss
Town Manager**

TOWN OF PARKER

Mike Waid, Mayor

ATTEST:

**Carol Baumgartner
Town Clerk**

APPROVED AS TO FORM:

**Jim Maloney
Town Attorney**

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

BY: _____
David A. Weaver, Chair

ATTEST:

Codie Brenner
Deputy Clerk

APPROVED AS TO CONTENT:

APPROVED AS TO LEGAL FORM:

Douglas J. DeBord, County Manager

Kristin Decker, Sr. Asst. County Attorney

APPROVED AS TO FISCAL CONTENT:

Andrew Copland, Director of Finance

EXHIBIT A

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for the
County and Towns' Covered Activities**

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(See also Table 4-1, Chapter 4)

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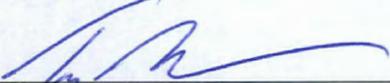


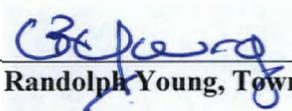
ITEM NO: 6D
DATE: 03/21/2016

REQUEST FOR TOWN COUNCIL ACTION

TITLE: Ordinance No. 9.201.3 – A Bill for an Ordinance to Approve the Amendment to Agreement Regarding Final Design, Right-of-Way Acquisition and Construction of Drainage and Flood Control Improvements for Cherry Creek at Norton Farms in Town of Parker (Agreement No. 13-01.40C, Project No. 100414)

- PUBLIC HEARING
- CONTRACT
- MOTION
- ORDINANCE FOR 1ST READING (03/21/2016)
- ORDINANCE FOR 2ND READING (04/04/2016)
- RESOLUTION


Tom Williams, Engineering Director


G. Randolph Young, Town Administrator

ISSUE:

The Urban Drainage and Flood Control District has identified additional funds to contribute to construction and re-vegetation of the Stormwater capital improvement project currently under construction on Cherry Creek adjacent to the Norton Open Space.

PRIOR ACTION:

Ordinance No. 9.201.2 was an amendment resulting in additional funding from Urban Drainage and Flood Control District.

FUNDING/BUDGET IMPACT:

No additional funds are required from the Town.

BACKGROUND:

The Cherry Creek at Norton Stormwater Capital Improvement Project is funded by the Town of Parker, the Cherry Creek Basin Water Quality Authority, and the Urban Drainage and Flood Control District. Capital improvement projects that have Urban Drainage as a funding partner require a 50% match from other participating agencies. The Town and Basin Authority have over matched the District to date on this project. This amendment accepts additional funding from the District in the amount of \$155,000 to provide an exact 50% match on the District's part. The funding breakdown with this amendment is as follows:

- Town of Parker: \$315,000
- Cherry Creek Basin Water Quality Authority: \$255,000
- Urban Drainage and Flood Control District: \$570,000

RECOMMENDATION:

Staff recommends approval of this Ordinance.

PREPARED/REVIEWED BY:

Jacob James, Senior Stormwater Engineer; Tom Williams, Director of Engineering

ATTACHMENTS:

1. Ordinance No. 9.201.3
2. Agreement

RECOMMENDED MOTION:

"I move to approve Ordinance No. 9.201.3 on first reading and schedule second reading for April 4, 2016, as a part of the consent agenda."

ORDINANCE NO. 9.201.3, Series of 2016

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE AMENDMENT TO AGREEMENT REGARDING FINAL DESIGN, RIGHT-OF-WAY ACQUISITION AND CONSTRUCTION OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR CHERRY CREEK AT NORTON FARMS IN TOWN OF PARKER (AGREEMENT NO. 13-01.40C, PROJECT NO. 100414)

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 Amendment to Agreement Regarding Final Design, Right-of-Way Acquisition and Construction of Drainage and Flood Control Improvements for Cherry Creek at Norton Farms in Town of Parker (Agreement No. 13-01.40C, Project No. 100414), 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 _____, 2016.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____,
2016.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

EXHIBIT 1

AMENDMENT TO
AGREEMENT REGARDING
FINAL DESIGN, RIGHT-OF-WAY ACQUISITION AND CONSTRUCTION
OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR
CHERRY CREEK AT NORTON FARMS IN TOWN OF PARKER

Agreement No. 13-01.40C
Project No. 100414

THIS AGREEMENT, made this _____ day of _____, 2016, by and between URBAN DRAINAGE AND FLOOD CONTROL DISTRICT (hereinafter called "DISTRICT"), TOWN OF PARKER (hereinafter called "TOWN") and CHERRY CREEK BASIN WATER QUALITY AUTHORITY (hereinafter called "AUTHORITY") and collectively known as "PARTIES";

WITNESSETH:

WHEREAS, PARTIES have entered into "Agreement Regarding Final Design, Right-of-Way Acquisition and Construction of Drainage and Flood Control Improvements for Cherry Creek at Norton Farms in Town of Parker" (Agreement No. 13-01.40) as amended, dated May 16, 2013; and

WHEREAS, PARTIES now desire to proceed with construction of drainage and flood control improvements for Cherry Creek at Norton Farms; and

WHEREAS, PARTIES desire to increase the level of funding by \$155,000; and

WHEREAS, DISTRICT's Board of Directors has authorized additional DISTRICT financial participation for PROJECT (Resolution No. _____, Series of 2016); and

WHEREAS, the Town Council of TOWN and the Boards of Directors for AUTHORITY and DISTRICT have authorized, by appropriation or resolution, all of PROJECT costs of the respective PARTIES.

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

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

4. PROJECT COSTS AND ALLOCATION OF COSTS

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

1. Final design services;
2. Delineation, description and acquisition of required rights-of-way/ easements;
3. Construction of improvements;
4. Contingencies mutually agreeable to PARTIES.

B. It is understood that PROJECT costs as defined above are not to exceed 1,140,000 without amendment to this Agreement.

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

<u>ITEM</u>	<u>AS AMENDED</u>	<u>ORIGINAL</u>
1. Final Design	\$ 140,000	\$140,000
2. Right-of-way	-0-	-0-
3. Construction	1,000,000	845,000
4. Contingency	-0-	-0-
Grand Total	\$1,140,000	\$985,000

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

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

	<u>Percentage Share</u>	<u>Previously Contributed</u>	<u>Additional Contribution</u>	<u>Maximum Contribution</u>
DISTRICT	50.00%	\$415,000	\$155,000	\$ 570,000
TOWN	27.60%	\$315,000	-0-	\$ 315,000
AUTHORITY	22.40%	\$255,000	-0-	\$ 255,000
TOTAL	100.00%	\$985,000	\$155,000	\$1,140,000

- D. The following DISTRICT funds are transferred to PROJECT from a separate special fund held by DISTRICT:

Transfer from: Cottonwood Creek Crown Point Detention
Account No. 53-02 Amount: \$90,000

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

5. MANAGEMENT OF FINANCES

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

Payment of each party's full share (TOWN - \$315,000; AUTHORITY - \$255,000; DISTRICT - \$570,000) shall be made to DISTRICT subsequent to execution of this Agreement and within 30 days of request for payment by DISTRICT. The payments by PARTIES shall be held by DISTRICT in a special fund to pay for increments of PROJECT as authorized by PARTIES, and as defined herein. DISTRICT shall provide a periodic accounting of PROJECT funds as well as a periodic notification to TOWN and AUTHORITY of any unpaid obligations. Any interest earned by the monies contributed by PARTIES shall be accrued to the special fund established by DISTRICT for PROJECT and

such interest shall be used only for PROJECT upon approval by the contracting officers (Paragraph 13).

Within one year of completion of PROJECT if there are monies including interest earned remaining which are not committed, obligated, or disbursed, each party shall receive a share of such monies, which shares shall be computed as were the original shares.

3. All other terms and conditions of Agreement No. 13-01.40 shall remain in full force and effect.

WHEREFORE, PARTIES hereto have caused this instrument to be executed by properly authorized signatories as of the date and year first above written.

URBAN DRAINAGE AND
FLOOD CONTROL DISTRICT

(SEAL)

By _____

ATTEST:

Name Paul A. Hindman

Title Executive Director

TOWN OF PARKER

(SEAL)

By _____

Mike Waid

ATTEST:

Title Mayor

Carol Baumgartner, Town Clerk

Date _____

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

CHERRY CREEK BASIN
WATER QUALITY AUTHORITY

(SEAL)

By _____

Name Stephanie Piko

Title Board Chair

Date _____

APPROVED AS TO FORM:

Timothy J. Flynn, Authority's Legal Counsel

AMENDMENT TO
AGREEMENT REGARDING
FINAL DESIGN, RIGHT-OF-WAY ACQUISITION AND CONSTRUCTION
OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR
CHERRY CREEK AT NORTON FARMS IN TOWN OF PARKER

Agreement No. 13-01.40C
Project No. 100414

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WITNESSETH:

WHEREAS, PARTIES have entered into "Agreement Regarding Final Design, Right-of-Way Acquisition and Construction of Drainage and Flood Control Improvements for Cherry Creek at Norton Farms in Town of Parker" (Agreement No. 13-01.40) as amended, dated May 16, 2013; and

WHEREAS, PARTIES now desire to proceed with construction of drainage and flood control improvements for Cherry Creek at Norton Farms; and

WHEREAS, PARTIES desire to increase the level of funding by \$155,000; and

WHEREAS, DISTRICT's Board of Directors has authorized additional DISTRICT financial participation for PROJECT (Resolution No. _____, Series of 2016); and

WHEREAS, the Town Council of TOWN and the Boards of Directors for AUTHORITY and DISTRICT have authorized, by appropriation or resolution, all of PROJECT costs of the respective PARTIES.

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

1. Paragraph 4. PROJECT COSTS AND ALLOCATION OF COSTS is deleted and replaced as follows:
 4. PROJECT COSTS AND ALLOCATION OF COSTS
 - A. PARTIES agree that for the purposes of this Agreement PROJECT costs shall consist of and be limited to the following:
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 4. Contingencies mutually agreeable to PARTIES.
 - B. It is understood that PROJECT costs as defined above are not to exceed 1,140,000 without amendment to this Agreement.
PROJECT costs for the various elements of the effort are estimated as follows:

<u>ITEM</u>	<u>AS AMENDED</u>	<u>ORIGINAL</u>
1. Final Design	\$ 140,000	\$140,000
2. Right-of-way	-0-	-0-
3. Construction	1,000,000	845,000
4. Contingency	-0-	-0-
Grand Total	\$1,140,000	\$985,000

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

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

	<u>Percentage Share</u>	<u>Previously Contributed</u>	<u>Additional Contribution</u>	<u>Maximum Contribution</u>
DISTRICT	50.00%	\$415,000	\$155,000	\$ 570,000
TOWN	27.60%	\$315,000	-0-	\$ 315,000
AUTHORITY	22.40%	\$255,000	-0-	\$ 255,000
TOTAL	100.00%	\$985,000	\$155,000	\$1,140,000

- D. The following DISTRICT funds are transferred to PROJECT from a separate special fund held by DISTRICT:

Transfer from: Cottonwood Creek Crown Point Detention
Account No. 53-02 Amount: \$90,000

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

5. MANAGEMENT OF FINANCES

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

Payment of each party's full share (TOWN - \$315,000; AUTHORITY - \$255,000; DISTRICT - \$570,000) shall be made to DISTRICT subsequent to execution of this Agreement and within 30 days of request for payment by DISTRICT. The payments by PARTIES shall be held by DISTRICT in a special fund to pay for increments of PROJECT as authorized by PARTIES, and as defined herein. DISTRICT shall provide a periodic accounting of PROJECT funds as well as a periodic notification to TOWN and AUTHORITY of any unpaid obligations. Any interest earned by the monies contributed by PARTIES shall be accrued to the special fund established by DISTRICT for PROJECT and

such interest shall be used only for PROJECT upon approval by the contracting officers (Paragraph 13).

Within one year of completion of PROJECT if there are monies including interest earned remaining which are not committed, obligated, or disbursed, each party shall receive a share of such monies, which shares shall be computed as were the original shares.

3. All other terms and conditions of Agreement No. 13-01.40 shall remain in full force and effect.

WHEREFORE, PARTIES hereto have caused this instrument to be executed by properly authorized signatories as of the date and year first above written.

URBAN DRAINAGE AND
FLOOD CONTROL DISTRICT

(SEAL)

By _____

ATTEST:

Name Paul A. Hindman

Title Executive Director

TOWN OF PARKER

(SEAL)

By _____

Mike Waid

ATTEST:

Title Mayor

Carol Baumgartner, Town Clerk

Date _____

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

CHERRY CREEK BASIN
WATER QUALITY AUTHORITY

(SEAL)

By _____

Name Stephanie Piko

Title Board Chair

Date _____

APPROVED AS TO FORM:

Timothy J. Flynn, Authority's Legal Counsel



REQUEST FOR TOWN COUNCIL ACTION

TITLE: ORDINANCE NO. 1.476 – A Bill for an Ordinance to Approve an Easement for Access and Other Use of Right-of-Way

- | | | |
|---|---|--------------|
| <input type="checkbox"/> PUBLIC HEARING | <input checked="" type="checkbox"/> ORDINANCE FOR 1 ST READING | (03/21/2016) |
| <input type="checkbox"/> CONTRACT | <input type="checkbox"/> ORDINANCE FOR 2 ND READING | (04/04/2016) |
| <input type="checkbox"/> MOTION | <input type="checkbox"/> RESOLUTION | |

Tom Williams, Director of Engineering

G. Randolph Young, Town Administrator

ISSUE:

This item accompanies an ordinance conveying an access easement to Parker & Lincoln Development, LLC for proposed access improvements within existing Town right-of-way. This access is necessary to accommodate a proposed development project located at the southeast corner of Parker Road (State Highway 83) and Lincoln Avenue.

PRIOR ACTION:

N/A

FUNDING/BUDGET IMPACT:

Since the maintenance associated with the proposed access improvements will be the responsibility of the Grantee (Developer), there is no financial impact to the Town.

BACKGROUND:

Parker & Lincoln Development, LLC (Developer) has requested Town annexation of property located at the southeast corner of Parker Road and Lincoln Avenue. The Developer will be processing a Site Plan and Minor Development Plat for a proposed commercial development project on this property following the approval of the annexation application. The annexation application is scheduled for Town Council approval on March 21, 2016.

The Department of Engineering has coordinated the required access for the proposed development with the Colorado Department of Transportation (CDOT) and Douglas County Engineering since the two adjacent roadways are within their jurisdictions. CDOT has informed the Town and the Developer that a right-in (ingress) access for the proposed development can only be accommodated on Parker Road. Douglas County has indicated that access for commercial development will not be permitted on their adjacent residential road (Alcorn Street).

Since ingress can only be provided on Parker Road and the proposed development will require two points of access to meet Fire Code, the only alternative for secondary access is the existing signalized intersection on Lincoln Avenue, adjacent to the TSG Auto dealership.

To accommodate the access to Lincoln Avenue, the Developer will need to construct an access road and modify the existing traffic signal and intersection. The access road, and the associated improvements, will need to be constructed within Lincoln Avenue right-of-way.

A portion of the existing Lincoln Avenue right-of-way east of Parker Road was dedicated to the Town well in advance of its construction in 2001. Due to the alignment of Lincoln Avenue west of Parker Road, the extension to the east created excessive right-of-way adjacent to the Parker Heights Subdivision. The aforementioned access road would be constructed in a portion of this excess right-of-way.

Since this section of Lincoln Avenue to the east of Parker Road is already constructed to its ultimate width (4-lane), the excess right-of-way will not be required for any future roadway improvements. The Engineering Department has reviewed a concept design for this proposed access road and we believe it can be accommodated within the existing excess right-of-way subject to this easement agreement. The final design of this access will be subject to Town review and approval as part of the future Site Plan application.

RECOMMENDATION:

Staff recommends that Town Council approve the ordinance dedicating an easement for access and other use to Parker & Lincoln Development, LLC.

PREPARED/REVIEWED BY:

Tom Williams, Director of Engineering; Jim Maloney, Town Attorney

ATTACHMENTS:

1. Vicinity Map
2. Ordinance
3. Easement Agreement (Exhibit 1 to the ordinance) (17 pages)

RECOMMENDED MOTION:

"I move to approve Ordinance No. 1.476 on first reading and schedule second reading for April 4, 2016, as a part of the consent agenda."

Lincoln Avenue & Parker Road Right-of-Way Easements



ORDINANCE NO. 1.476, Series of 2016

TITLE: A BILL FOR AN ORDINANCE TO APPROVE AN EASEMENT FOR ACCESS AND OTHER USE OF RIGHT-OF-WAY

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 Easement for Access and Other Use of Right-of-Way, 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 not be deemed approved until Ordinance Nos. 2.242, 2.243 and 2.244, Series of 2016, are in effect (the "Annexation Ordinances") and the first final plat and site plan for the property described in the Annexation Ordinances are approved. In the event that the Annexation Ordinances go into effect and the first final plat and site plan for the property described in the Annexation Ordinances are approved, then upon the occurrence of these events this Ordinance shall become effective ten (10) days after final publication.

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2016.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this _____ day of _____,
2016.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

EASEMENT FOR ACCESS AND USE OF RIGHT-OF-WAY

THIS EASEMENT FOR ACCESS AND USE OF RIGHT-OF-WAY (this "Easement") is made this ___ day of _____, 2016, by and between the Town of Parker, a Colorado home rule municipal corporation (the "Town"), and Parker & Lincoln Development, LLC, a Colorado limited liability company ("Grantee").

RECITALS

A. Grantee desires to develop certain property at the corner of Lincoln Avenue and Parker Road in unincorporated Douglas County, Colorado the ("Development Parcel") legally described on Exhibit A attached hereto and incorporated herein.

B. Upon annexation of the Development Parcel into the Town and the satisfaction of all entitlement, zoning and other approvals, Grantee desires to develop the Development Parcel into a commercial retail development. The vehicular ingress and egress to and from the Development Parcel is anticipated to be constructed in the public right-of-way as further described herein.

C. The Town is willing to grant an easement in the public right-of-way in order to permit such improvements in and use of the right-of-way on the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, for and in consideration of the aforesaid and the mutual covenants and agreements contained in this agreement, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Town and Grantee hereby agree as follows:

1. **Grant of Easement.** Subject to the laws of the State of Colorado, the Home Rule Charter of the Town of Parker, Colorado, and the terms and conditions set forth in this Easement, the Town does hereby grant and convey to Grantee, its successors and assigns, for the benefit of the Development Parcel and its use for commercial retail purposes, a revocable easement for the purposes of vehicular access to and from the Development Parcel from Lincoln Avenue, including a paved access road, related curb and gutters and roadway signage (collectively, the "Improvements") approved pursuant to the Site Plan (defined below) over and across the portion of the public right-of-way described herein and delineated on the attached Exhibit B (the "Easement Area").

2. **Terms of Easement.** This conveyance shall be subject to the following conditions:

(a) Grantee shall construct only such Improvements in the Easement Area as are approved in advance by the Town in accordance with all applicable development approvals and requirements and ordinances, and in accordance with the final site design and site plan approval by the Town for the Development Parcel (the "Site Plan"). All Improvements shall be

paid for by and be the property of and owned by Grantee. Once approved by the Town, Grantee shall construct the Improvements in a good and workmanlike manner, lien free and in compliance with the terms and conditions of this Easement. The parties agree that in connection with final approvals for development on the Development Parcel, the parties will cooperate to make any necessary adjustments to the width or location of the Easement Area in a manner that will fulfill the purposes of the Town and Grantee in conformance with Site Plan approval. If this Easement has been previously recorded, any such adjustments to the Easement Area will be specifically confirmed in a recorded amendment to this Easement with a revised **Exhibit B** attached thereto.

(b) Grantee shall maintain and repair, at its sole cost and expense, all improvements in the Easement Area constructed or installed by Grantee in a good and safe condition and in compliance with all applicable laws, rules and regulations and in a manner and custom in keeping with the Town's maintenance and repair of similar improvements in the Town. Maintenance shall include but is not limited to: snow, ice and debris removal; maintaining repairing and replacing the roadway surface; and sealing and striping as needed. If Grantee fails to maintain, or to commence and thereafter diligently pursue completion of the repair of, any such items within fourteen (14) days after notice thereof from the Town, then in addition to any other remedy the Town may have, the Town may do so and charge Grantee the reasonable costs of such acts.

(c) Grantee shall not grant, permit or suffer the creation of any mechanic's lien upon any of the Easement Area by reason of the construction or maintenance of the Improvements. In the event any such lien is filed, Grantee will obtain a discharge of such lien within a period of thirty (30) days from the filing of such lien, either through payment or through the posting of a bond or the deposit of funds in the manner and amount required pursuant to Colorado statute to effect a discharge of such lien.

(d) The easement in the Easement Area is granted by the Town to Grantee in its current AS-IS, where-is condition, with all faults, and without representation or warranty of any kind except as expressly provided herein. The Town represents and warrants to Grantee that the Town has the right and authority to grant this Easement in accordance with the terms and conditions set forth herein. Except as expressly provided herein, the Town makes no warranty regarding the condition of the Easement Area or its fitness for any purpose, including without limitation the purpose stated in this Easement. Grantee has been provided an adequate opportunity to inspect the physical and environmental condition of the property containing the Easement Area prior to entering into this Easement and has satisfied itself with the same and is not relying on any representation or warranty of the Town other than as provided in this Easement.

3. **Indemnification.** Grantee shall, to the fullest extent permitted by law, defend, indemnify and hold harmless the Town, its mayor and town council, officials, officers, directors, agents, and their insurers, and employees, from and against all liability, claims, demands, suits, actions or proceedings of any kind, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any loss of any kind whatsoever, which arise out of or are in any manner connected with this Easement, including workers' compensation claims, in any way resulting from or arising from the services rendered

by Grantee, its employees, agents or subcontractors, or others for whom Grantee is legally liable, under this Easement; provided, however, that Grantee shall not indemnify or save harmless the Town, its mayor and town council, its officers, agents and employees, from damages or other liability or expense resulting from the negligence or willful misconduct of the Town's mayor and town council, officials, officers, directors, agents, contractors, and their insurers, and employees. The Town cannot and by this Easement does not agree to indemnify, hold harmless, exonerate or assume the defense of Grantee or any other person or entity whatsoever, for any purpose whatsoever. Subject to the proviso contained in the final clause of the first sentence of this Section 3, Grantee shall, to the fullest extent permitted by law, defend, investigate, handle, respond to, and provide defense for and defend against, any such liability, claims or demands, at the sole expense of Grantee, or, at the option of the Town, agrees to pay the Town or reimburse the Town for the defense costs incurred by the Town in connection with any such liability, claims or demands. Grantee shall, to the fullest extent permitted by law, defend and bear all other costs and expenses related thereto, including court costs and reasonable attorney fees, whether or not any such liability, claims or demands alleged are groundless, false or fraudulent.

4. **Insurance.** Grantee agrees to procure and maintain, during the term of this Easement, a policy or policies of insurance against all liability, claims, demands and other obligations assumed by Grantee, pursuant to Section 3 above. Such insurance shall be in addition to any other insurance requirements imposed by this Easement or by law. Grantee shall not be relieved of any liability, claims, demands or other obligations assumed, pursuant to Section 3 above, by reason of its failure to procure and maintain, during the term of this Easement, insurance in sufficient amounts, durations or types. Grantee shall procure and maintain, during the term of this Easement, for itself and any subcontractor, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the Town. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by Grantee pursuant to Section 3 above. In the case of a claims made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage:

(a) Workers' Compensation Insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of the work under this Easement, and Employers Liability Insurance with minimum limits of Five Hundred Thousand Dollars (\$500,000) each accident, Five Hundred Thousand Dollars (\$500,000) disease policy limit, and Five Hundred Thousand Dollars (\$500,000) disease each employee. Evidence of qualified self-insured status may be substituted for the workers' compensation requirements of this paragraph;

(b) Commercial General Liability Insurance to be written with a limit of liability of not less than One Million Dollars (\$1,000,000) for all damages arising out of bodily injury, personal injury (including coverage for employee and contractual acts), including death, at any time resulting therefrom, arising out of any one occurrence, and not less than Two Million Dollars (\$2,000,000) general aggregate for all damages arising out of bodily injury, including death, at any time resulting therefrom, during the policy period. This policy shall also include coverage for blanket contractual and independent contractor risks. The limits of Commercial General Liability Insurance for broad-form property damage (including products and completed operations) shall be not less than One Million Dollars (\$1,000,000) for all damages arising out of injury to or destruction of property in any one occurrence, and not less than Two Million Dollars

(\$2,000,000) for all damages arising out of injury to or destruction of property, including the Town's property during the policy period. The Commercial General Liability Insurance policy shall include coverage for explosion, collapse and underground hazards. The policy shall contain a severability of interests provision; and

(c) Comprehensive Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than One Million Dollars (\$1,000,000) each occurrence, and One Million Dollars (\$1,000,000) aggregate with respect to each of Grantee's owned, hired and nonowned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision.

All insurance policies and certificates of insurance issued for this project shall name as additional insured(s) the Town, whether private or governmental, its officers and employees, and its agents and employees, and any other person(s), company(ies) or entity(ies) deemed necessary by the Town. Grantee shall be solely responsible for any deductible losses under any policy required herein. The insurance provided by Grantee shall be primary to insurance carried by the Town, and all other additional insureds, and the principal defense of any claims resulting from the Grantee's obligations under the Easement shall rest with Grantee's insurer. The certificate of insurance provided by Grantee shall be completed by Grantee's insurance agent as evidence that policies providing the required coverages, conditions and minimum limits are in full force and effect, and shall be reviewed and approved by the Town prior to any work being performed by Grantee in the Easement Area. No other form of certificate shall be used. The certificate shall identify this Easement and the coverages afforded under the policies. The completed certificate of insurance shall be sent to:

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

It is the affirmative obligation of Grantee to notify the Town's Risk Manager, as provided in this Easement, including faxing or e-mailing (sbedard@parkeronline.org) a copy of the notice to the Risk Manager at fax no. 303-841-4814, within two (2) business days of the cancellation or substantive change to any insurance policy required under this Easement, and failure to do so shall constitute a breach of this Easement. Failure on the part of Grantee to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a material breach of contract upon which the Town may immediately terminate this Easement if Grantee has not obtained the insurance in question within three (3) business days following the Town's written notice to Grantee of its failure to obtain such insurance and the Town's intention to terminate this Easement, or, at its discretion, the Town may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the Town shall be repaid by Grantee to the Town upon demand, or the Town may offset the cost of the premiums against any monies due to Grantee from the Town. However, at such time as Grantee obtains the insurance in question and provides evidence thereof to the Town, the Town will cancel the insurance policy(ies) it has obtained, and any portion of the premium refunded by the insurance carrier will be paid to Grantee if Grantee

has previously reimbursed the Town for such premium. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

5. **Additional Remedy.** In the event the material terms of this Easement are not being complied with, in addition to other remedies available, the Town is hereby authorized to withhold any further permits and to refuse to make any inspections or grant any approvals until such time as there is full compliance with this Easement.

6. **Reserved Right.** The Town reserves the right, upon not less than one hundred eighty (180) days prior written notice to Grantee; to require Grantee to vacate that portion of the constructed Improvements in the Easement Area consisting of the paved access road and related signage and curb and gutters from the Development Parcel from Lincoln Avenue; provided that any such vacation shall become effective upon (a) approval of a new site plan in advance by the Town in accordance with all applicable laws and regulations; and (b) completion and availability of a reasonably comparable alternative access road and related curb and gutters and signage, at no cost to Grantee and without interruption of access to and from the Development Parcel. Any changes or adjustments to the Easement Area will be specifically confirmed in a recorded amendment to or termination of this Easement with a revised Exhibit B attached thereto, as applicable. Grantee or the applicant whose new site plan has been approved, as applicable, shall pay the cost of the removal of the Improvements and land restoration of the Easement Area as directed by the Town. Such right shall be exercised by the Town, if at all, not more than once during the term of this Easement.

7. **Termination of Easement.** The Easement shall automatically terminate, except to the extent otherwise specifically provided in clause (i) below, without the need for the parties to execute or record any further documentation evidencing the termination of the Easement, if: (i) Grantee fails to commence construction of the Improvements within one hundred eighty (180) days after the date hereof, as such period may be extended by causes beyond Grantee's reasonable control, including, but not limited to, labor disputes, civil commotion, war, fire or other casualty, shortage of supplies and materials, government regulations, or an act of God (the "Construction Commencement Deadline"), provided, however, that this Easement shall not terminate until the Town has provided Grantee with written notice following the Construction Commencement Deadline of the Town's intention to terminate this Easement and Grantee fails to commence construction of the Improvements within thirty (30) days following such notice from the Town; (ii) Grantee removes substantially all the Improvements from the Easement Area at any time without constructing or installing, or providing for construction or installation of, replacement Improvements of a similar nature within 24 months of such removal; or (iii) a new site plan is approved by the Town that does not require use of the Easement Area for the benefit of the Development Parcel.

8. **Miscellaneous.**

(a) This Easement shall not be effective unless and until: (i) the Development Parcel has been annexed into the Town; (ii) the Site Plan has been approved; and (iii) this Easement has been approved by Town ordinance.

(b) This grant of the Easement shall run with the Easement Area for the benefit of the Development Parcel and shall be binding upon and inure to the benefit of the parties hereto, their successors, assigns, and all parties in interest, provided nothing contained herein shall be construed to be an abandonment or dedication of such Easement Area to any public entity. Upon transfer of ownership of the Development Parcel, and provided the transferor is not in default under this Easement at the time of transfer, the transferor shall be automatically released from all liability with respect to the performance of any and all covenants and obligations of the part of Grantee under this Easement as of and subsequent to the date of such transfer of the Development Parcel. Due to the nature of this Easement as running with the land, the transferee of the Development Parcel shall automatically assume and agree to perform any and all covenants and obligations of Grantee hereunder as of and subsequent to the date of transfer of the Development Parcel.

(c) Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Easement Area to the general public, or for any public use, or purpose whatsoever; except that Grantee may permit the general public to use the Easement Area for the purposes set forth on the Site Plan. Except as herein specifically provided, no rights, privileges or immunities of any party hereto shall inure to the benefit of any third party, nor shall any third party be deemed to be a beneficiary of any of the provisions contained in this Easement.

(d) The parties hereto understand and agree that the Town, its officers and employees, are relying on and do not waive or intend to waive by any provision of this Easement the monetary limitations (presently Three Hundred Fifty Thousand Dollars (\$350,000) per person, and Nine Hundred Ninety Thousand Dollars (\$990,000) per occurrence), which amounts shall be adjusted by an amount reflecting the percentage change over a four-year period in the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index for Denver-Boulder-Greeley, All Items, All Urban Consumers, or its successor index, or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as from time to time amended, or otherwise available to the Town, its officers or employees.

(e) This Easement and all of the terms and provisions hereof shall be governed by and construed in accordance with the laws of the State of Colorado, with venue in Douglas County, Colorado.

(f) This Easement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

[THE REMAINDER OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK.
THE SIGNATURE PAGE(S) FOLLOW(S).]

EXHIBIT A

DEVELOPMENT PARCEL

LEGAL DESCRIPTION OF THE PFEIFER PROPERTY

PARCEL A:

LOT 1, BLOCK 1, PARKER HEIGHTS - FILING NO. 1, COUNTY OF DOUGLAS, STATE OF COLORADO.

PARCEL B:

A TRACT OF LAND IN SECTION 15, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF BALDWIN AVENUE IN PARKER HEIGHTS FILING NO. 1 AT INTERSECTIONS WITH THE EAST LINE OF HIGHWAY 83; THENCE NORTH ALONG THE EAST LINE OF SAID HIGHWAY, 226.36 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG THE EAST RIGHT OF WAY LINE OF SAID HIGHWAY, 309.09 FEET TO THE NORTH LINE OF SECTION 15; THENCE EAST ALONG SAID NORTH LINE, 148.81 FEET TO THE NORTHWEST CORNER OF LOT 1, BLOCK 1, PARKER HEIGHTS FILING NO. 1; THENCE ALONG THE SOUTHWEST LINE OF LOT 1, 201.27 FEET TO THE SOUTHWEST CORNER OF LOT 1; THENCE SOUTHWEST ALONG THE WEST LINE OF SOUTH ALCORN STREET AND ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 130.00 FEET AND A CENTRAL ANGLE OF 50 DEGREES 22 MINUTES 02 SECONDS, AN ARC DISTANCE OF 114.00 FEET TO A POINT OF TANGENT; THENCE SOUTH ALONG THE TANGENT AND WEST LINE OF SOUTH ALCORN STREET, 45.49 FEET TO THE NORTHEAST CORNER OF THE PARCEL OF LAND DESCRIBED IN DEED RECORDED MARCH 20, 1963 IN BOOK 149 AT PAGE 64; THENCE ON AN ANGLE TO THE RIGHT OF 90 DEGREES AND ALONG THE NORTH LINE OF SAID PARCEL, 158.06 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THE FOLLOWING PARCELS:

1) BEGINNING AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF HIGHWAY 83 AND THE NORTH LINE OF SECTION 15; THENCE EAST ALONG THE NORTH LINE OF SECTION 15, 51.96 FEET; THENCE ON AN ANGLE TO THE RIGHT OF 90 DEGREES 00 MINUTES 00 SECONDS, 32.26 FEET; THENCE ON AN ANGLE TO THE RIGHT OF 90 DEGREES 00 MINUTES 00 SECONDS, 43.39 FEET TO THE EAST RIGHT OF WAY LINE OF HIGHWAY 83; THENCE NORTH ALONG THE EAST RIGHT OF WAY LINE OF HIGHWAY 83, 33.37 FEET TO THE POINT OF BEGINNING, COUNTY OF DOUGLAS, STATE OF COLORADO;

2) THAT PORTION DESCRIBED IN RULE AND ORDER RECORDED MARCH 31, 1989 IN BOOK 847 AT PAGE 361;

3) THAT PORTION DESCRIBED IN WARRANTY DEED RECORDED JUNE 6, 2001 IN BOOK 2055 AT PAGE 215.

LEGAL DESCRIPTION OF THE ARMSTRONG PROPERTY

A PART OF SECTION 15, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M., COUNTY OF DOUGLAS, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF BALDWIN AVENUE AND THE EAST LINE OF STATE HIGHWAY NO. 83; THENCE NORTHERLY ALONG THE EAST LINE OF STATE HIGHWAY NO. 83 ON A CURVE TO THE LEFT HAVING A RADIUS OF 5,780 FEET AND A CENTRAL ANGLE OF 01°10'01" AN ARC DISTANCE OF 117.72 FEET TO A POINT ON THE CURVE; THENCE ON AN ANGLE TO THE RIGHT OF 99°26'56" A DISTANCE OF 130.33 FEET TO THE WEST LINE OF SOUTH ALCORN STREET; THENCE ON AN ANGLE TO THE RIGHT OF 90°00' 00" AND ALONG SAID WEST LINE A DISTANCE OF 142.50 FEET TO THE NORTH LINE OF BALDWIN AVENUE; THENCE ON AN ANGLE TO THE RIGHT OF 111°35' 56" AND ALONG SAID NORTH LINE A DISTANCE OF 49.77 FEET TO A POINT OF CURVE; THENCE ALONG SAID NORTH LINE ON A CURVE TO THE LEFT HAVING A RADIUS OF 130.00 FEET AND A CENTRAL ANGLE OF 29°03'05" AN ARC DISTANCE OF 65.92 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM, ANY PORTION CONTAINED IN THAT RULE AND ORDER RECORDED MARCH 31, 1989 IN BOOK 847 AT PAGE 361.

LEGAL DESCRIPTION OF THE HEITHOFF PROPERTY

A PART OF SECTION 15, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF BALDWIN AVENUE AND THE EAST RIGHT OF LINE OF COLORADO STATE HIGHWAY NO. 83; THENCE NORTHERLY ALONG THE EAST RIGHT OF WAY LINE OF SAID HIGHWAY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 5,780 FEET AND A CENTRAL ANGLE OF 01°10'01" AN ARC DISTANCE OF 117.72 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID RIGHT OF WAY LINE ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 5,780 FEET AND A CENTRAL ANGLE OF 01°04'37", AN ARC DISTANCE OF 108.64 FEET TO A POINT OF DEPARTURE FROM SAID CURVE; THENCE ON AN ANGLE TO THE RIGHT OF 100°31'31", 149.17 FEET TO THE WEST LINE OF SOUTH ALCORN STREET; THENCE ON AN ANGLE TO THE RIGHT OF 90°00'00" AND ALONG SAID WEST LINE 107.00 FEET; THENCE ON AN ANGLE TO THE RIGHT OF 90°00'00", 130.33 FEET TO THE TRUE POINT OF BEGINNING, COUNTY OF DOUGLAS, STATE OF COLORADO, EXCEPT THAT PORTION DESCRIBED IN RULE AND ORDER RECORDED OCTOBER 11, 1988 IN BOOK 819 AT PAGE 46.

HERE FORWARD TO BE DESCRIBED AS:

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M., COUNTY OF DOUGLAS, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 15 BEING MONUMENTED WITH A FOUND 3.25" ALUMINUM CAP FLUSH WITH GROUND STAMPED PLS 30109, WHENCE THE NORTHWEST CORNER OF SAID SECTION 15 BEING MONUMENTED WITH A FOUND 3.25" ALUMINUM CAP IN RANGE BOX STAMPED PLS 19003, BEARS S 89°29'01" W, A DISTANCE OF 2643.42 FEET; THENCE S 50°27'23" W, A DISTANCE OF 644.82 FEET TO A POINT OF BEING THE SOUTHEAST CORNER OF A PARCEL OF LAND AS DESCRIBED UNDER RECEPTION NO. 2011013028, SAID POINT ALSO BEING THE NORTHEAST CORNER OF A PARCEL OF LAND AS DESCRIBED UNDER RECEPTION NO. 2011037128, SAID POINT ALSO BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH ALCORN STREET AS PLATTED UNDER RECEPTION NO. 113057 ALL IN DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE, SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE ALONG THE SOUTHERLY LINE OF SAID RECEPTION NO. 2011013028, SAID POINT ALSO BEING ON THE NORTHERLY LINE OF SAID RECEPTION NO. 2011037128, S 89°30'44" W, A DISTANCE OF 90.73 FEET TO THE SOUTHEAST CORNER OF COLORADO DEPARTMENT OF TRANSPORTATION PARCEL NO. 65 AS RECORDED UNDER BOOK 768 AT PAGE 736 OF SAID CLERK'S OFFICE; THENCE ALONG THE EASTERLY LINE OF SAID PARCEL 65, N 09°51'10" W, A DISTANCE OF 108.59 FEET TO A POINT BEING THE NORTHEAST CORNER OF SAID PARCEL 65, SAID POINT ALSO BEING ON THE SOUTHERLY LINE OF RECEPTION NO. 2007022588 OF SAID CLERK'S OFFICE; THENCE ALONG SAID NORTHERLY AND SOUTHERLY LINES N 89°30'44" E, A DISTANCE OF 108.40 FEET TO A POINT BEING THE NORTHEAST CORNER OF SAID RECEPTION NO. 2011013028, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF RECEPTION NO. 2007022588, SAID POINT ALSO BEING ON SAID WESTERLY RIGHT-OF-WAY LINE OF SOUTH ALCORN STREET; THENCE ALSO SAID WESTERLY LINE S 00°29'16" E, A DISTANCE OF 107.14 FEET TO THE POINT OF BEGINNING.

EXHIBIT B

Easement Area

[attach legal description and depiction of Easement Area]

B



EXHIBIT B LEGAL DESCRIPTION

A parcel of land being a part of the Lincoln Avenue Right-of-Way as recorded under Reception No. 199305908 of the Douglas County Clerk and Recorders Office, located in the South Half of Section 10, Township 6 South, Range 66 West of the 6th P.M., County of Douglas, State of Colorado more particularly described as follows:

COMMENCING at the South Quarter Corner of said Section 10 being monumented with a 3.25" aluminum cap stamped PLS 30109, whence the Southwest Corner of said Section 10, being monumented with a 3.25" aluminum cap stamped PLS 19003 bears S 89°29'01" W, a distance of 2643.42 feet; Thence along the Southerly line of the Southwest Quarter of said Section 10, also being the Southerly line of said Lincoln Avenue Right-of-Way, S 89°29'01" W, a distance of 82.52 feet; Thence departing said Southerly line, N 00°30'59" W, a distance of 6.65 feet to the **POINT OF BEGINNING**;

Thence S 89°28'34" W, a distance of 335.01 feet; Thence along a curve to the left with a radius of 29.50 feet, a central angle of 15°17'19", an arc length of 7.87 feet, whose chord bears S 81°49'55" W, a distance of 7.85 feet; Thence S 74°11'15" W, a distance of 16.10 feet; Thence N 23°37'53" W, a distance of 25.25 feet;

Thence N 74°09'47" E, a distance of 30.22 feet; Thence along a curve to the right with a radius of 30.50 feet, a central angle of 15°18'43", an arc length of 8.15 feet, whose chord bears N 81°49'08" E, a distance of 8.13 feet;

Thence N 89°28'30" E, a distance of 327.02 feet; Thence along a curve to the left with a radius of 29.50 feet, a central angle of 89°30'18", an arc length of 46.08 feet, whose chord bears N 44°43'21" E, a distance of 41.54 feet;

Thence N 00°01'48" W, a distance of 2.48 feet; Thence along a curve to the left with a radius of 29.50 feet, a central angle of 90°24'28", an arc length of 46.55 feet, whose chord bears N 45°14'02" W, a distance of 41.87 feet;

Thence N 00°26'16" W, a distance of 2.00 feet; Thence S 89°40'38" E, a distance of 91.10 feet; Thence S 01°33'28" W, a distance of 2.00 feet;

Thence along a non-tangent curve to the left with a radius of 29.50 feet, a central angle of 91°35'15", an arc length of 47.16 feet, whose chord bears S 45°45'50" W, a distance of 42.29 feet; Thence S 00°01'48" E, a distance of 1.90 feet;



Thence along a curve to the right with a radius of 56.50 feet, a central angle of 89°30'22", an arc length of 88.26 feet, whose chord bears S 44°43'23" W, a distance of 79.56 feet to the **POINT OF BEGINNING**.

The above description contains 13,248.50 Sq. Ft or 0.304 Acres more or less.



William G. Buntrock, PLS
Colorado Licensed Land Surveyor No. 35585
TRUE NORTH Surveying & Mapping, LLC
TN 15088 Parker Keystone Lincoln Drive Easement LDD

NOTICE - According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

FND: SW COR SEC. 10
T6S R66W
3.25" ALUM. CAP
IN RANGE BOX
STAMPED PLS 19003

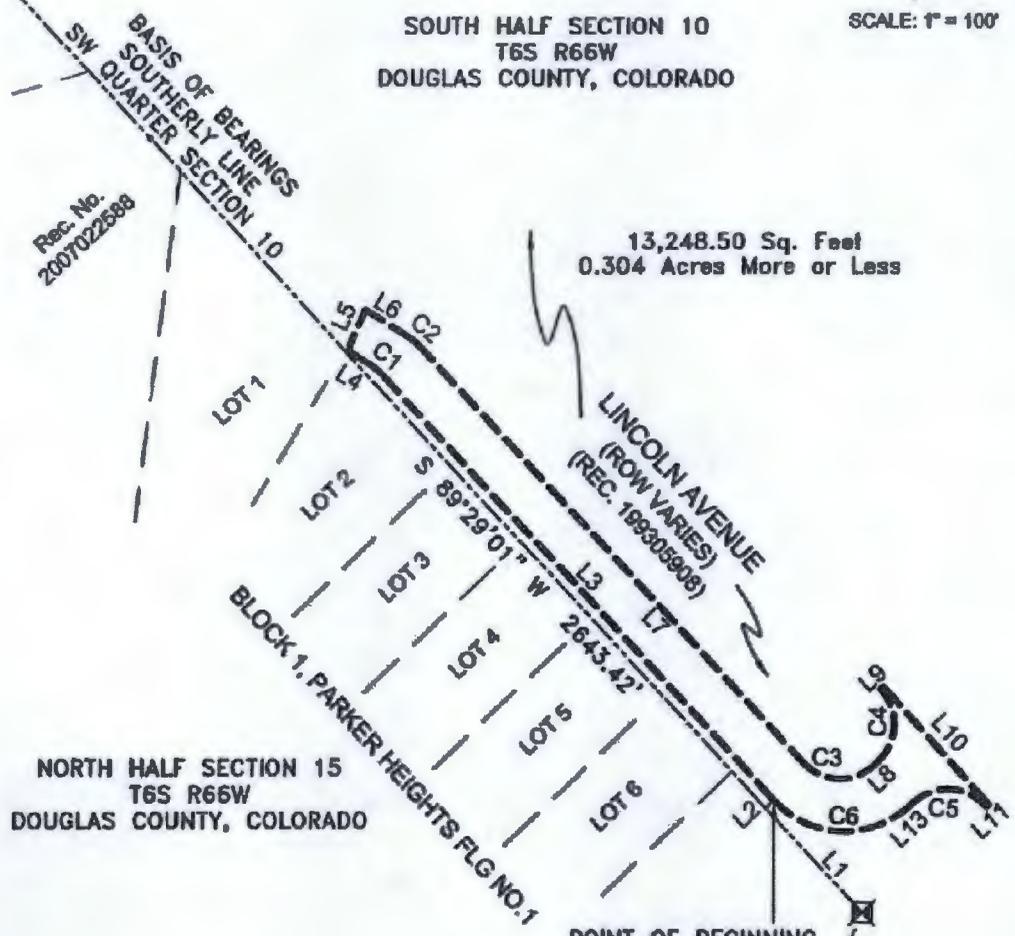
EXHIBIT B

Page 3 of 4

Lincoln Drive Easement

SOUTH HALF SECTION 10
T6S R66W
DOUGLAS COUNTY, COLORADO

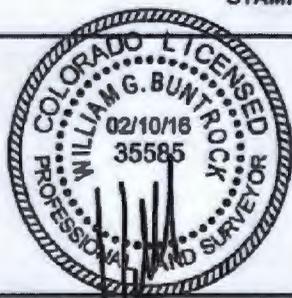
SCALE: 1" = 100'



NORTH HALF SECTION 15
T6S R66W
DOUGLAS COUNTY, COLORADO

POINT OF BEGINNING
POINT OF COMMENCEMENT
FND: S 1/4 SEC. 10
T6S R66W
3.25" ALUM. CAP
FLUSH W/GROUND
STAMPED PLS 30109

NOTE: THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.



DATE	02/10/18
DRAWN	BB
CHECKED	BB
APPROVED	BB
PROJECT NO.	TN 15008
HORZ. SCALE	1" = 100'

EXHIBIT B

Lincoln Drive Easement

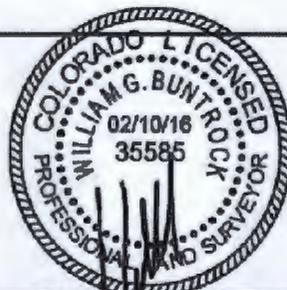
Page 4 of 4

NOTICE - According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

NOTE: THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.

LINE	BEARING	DISTANCE
L1	S 89°29'01" W	82.52'
L2	N 00°30'59" W	6.65'
L3	S 89°28'34" W	335.01'
L4	S 74°11'15" W	16.10'
L5	N 23°37'53" W	25.25'
L6	N 74°09'47" E	30.22'
L7	N 89°28'30" E	327.02'
L8	N 00°01'48" W	2.48'
L9	N 00°26'16" W	2.00'
L10	S 89°40'38" E	91.10'
L11	S 01°33'28" W	2.00'
L13	S 00°01'48" E	1.90'

CURVE	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	29.50'	15°17'19"	7.87'	S 81°49'55" W	7.85'
C2	30.50'	15°18'43"	8.15'	N 81°49'08" E	8.13'
C3	29.50'	89°30'18"	46.08'	N 44°43'21" E	41.54'
C4	29.50'	90°24'28"	46.55'	N 45°14'02" W	41.87'
C5	29.50'	91°35'15"	47.16'	S 45°45'50" W	42.29'
C6	56.50'	89°30'22"	88.26'	S 44°43'23" W	79.56'



DATE	02/10/16
DRAWN	BB
CHECKED	BB
APPROVED	BB
PROJECT NO.	TN 15008
HORZ SCALE	1" = 100'

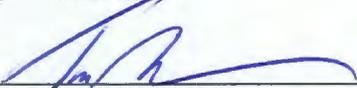


ITEM NO: 6F
DATE: 03/21/2016

REQUEST FOR TOWN COUNCIL ACTION

TITLE: ORDINANCE NO. 1.477 – A Bill for an Ordinance to Approve an Easement for Vehicle Parking and Other Use of Right-of-Way

- PUBLIC HEARING ORDINANCE FOR 1ST READING (03/21/2016)
- CONTRACT ORDINANCE FOR 2ND READING (04/04/2016)
- MOTION RESOLUTION



Tom Williams, Director of Engineering



G. Randolph Young, Town Administrator

ISSUE:

This item accompanies an ordinance conveying a parking, landscaping and sign easement to Parker & Lincoln Development, LLC for proposed improvements within existing Town right-of-way. These improvements are necessary to accommodate a proposed development project located at the southeast corner of Parker Road (State Highway 83) and Lincoln Avenue.

PRIOR ACTION:

N/A

FUNDING/BUDGET IMPACT:

Since the maintenance associated with the proposed improvements will be the responsibility of the Grantee (Developer), there is no financial impact to the Town.

BACKGROUND:

Parker & Lincoln Development, LLC (Developer) has requested Town annexation of property located at the southeast corner of Parker Road and Lincoln Avenue. The Developer will be processing a Site Plan and Minor Development Plat for a proposed commercial development project on this property following the approval of the annexation application. The annexation application is scheduled for Town Council approval on March 21, 2016.

The Community Development Department and the Department of Engineering have been reviewing a concept site plan for the proposed development. In order to accommodate the parking, landscaping, signage and lighting associated with the proposed development, the Developer is requesting that a portion of the existing Town right-of-way be used for these improvements.

A portion of the existing Lincoln Avenue right-of-way east of Parker Road was dedicated to the Town well in advance of its construction in 2001. Due to the alignment of Lincoln Avenue west

of Parker Road, the extension to the east created excessive right-of-way adjacent to the Parker Heights Subdivision. The aforementioned improvements would be constructed in a portion of this excess right-of-way. Since this section of Lincoln Avenue to the east of Parker Road is already constructed to its ultimate width (4-lane), the excess right-of-way will not be required for any future roadway improvements.

A portion of the Parker Road right-of-way south of Lincoln Avenue, and the proposed development site, was dedicated to the Town over 20 years ago. This dedication was made to the Town when a proposed access to Parker Road was vacated. This right-of-way will not be required since the CDOT access plan restricts additional access points at this location. Also, since Parker Road is already constructed to its ultimate section, and the Developer will be extending the existing auxiliary lane as part of their project, this excess right-of-way will not be required as part of any future roadway improvements.

The Engineering Department has reviewed a concept design for the proposed improvements and we believe it can be accommodated within the existing excess right-of-way subject to this easement agreement. The final design and location of these improvements will be subject to Town review and approval as part of the future Site Plan application.

RECOMMENDATION:

Staff recommends that Town Council approve the ordinance dedicating an easement for parking and other use to Parker & Lincoln Development, LLC.

PREPARED/REVIEWED BY:

Tom Williams, Director of Engineering; Jim Maloney, Town Attorney

ATTACHMENTS:

1. Vicinity Map
2. Ordinance
3. Easement Agreement (Exhibit 1 to ordinance)(21 pages)

RECOMMENDED MOTION:

"I move to approve Ordinance No. 1.477 on first reading and schedule second reading for April 4, 2016, as a part of the consent agenda."

Lincoln Avenue & Parker Road Right-of-Way Easements



ORDINANCE NO. 1.477, Series of 2016

TITLE: A BILL FOR AN ORDINANCE TO APPROVE AN EASEMENT FOR VEHICLE PARKING AND OTHER USE OF RIGHT-OF-WAY

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 Easement for Vehicle Parking and Other Use of Right-of-Way, 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 not be deemed approved until Ordinance Nos. 2.242, 2.243 and 2.244, Series of 2016, are in effect (the "Annexation Ordinances") and the first final plat and site plan for the property described in the Annexation Ordinances are approved. In the event that the Annexation Ordinances go into effect and the first final plat and site plan for the property described in the Annexation Ordinances are approved, then upon the occurrence of these events this Ordinance shall become effective ten (10) days after final publication.

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2016.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this _____ day of _____,
2016.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

EASEMENT FOR VEHICLE PARKING AND OTHER USE OF RIGHT-OF-WAY

THIS EASEMENT FOR VEHICLE PARKING AND OTHER USE OF RIGHT OF WAY (this "Easement") is made this ___ day of _____, 2016, by and between the Town of Parker, a Colorado home rule municipal corporation (the "Town"), and Parker & Lincoln Development, LLC, a Colorado limited liability company ("Grantee").

RECITALS

- A. Grantee desires to develop certain property at the corner of Lincoln Avenue and Parker Road in unincorporated Douglas County, Colorado the ("Development Parcel") legally described on Exhibit A attached hereto and incorporated herein.
- B. Upon annexation of the Development Parcel into the Town and the satisfaction of all entitlement, zoning and other approvals, Grantee desires to develop the Development Parcel into a commercial retail development. A portion of the improvements to be constructed on the Development Parcel is anticipated to be constructed in the public right-of-way as further described herein.
- C. The Town is willing to grant an easement in the public right of way in order to permit such improvements in and use of the right-of-way on the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, for and in consideration of the aforesaid and the mutual covenants and agreements contained in this agreement, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Town and Grantee hereby agree as follows:

1. **Grant of Easement.** Subject to the laws of the State of Colorado, the Home Rule Charter of the Town of Parker, Colorado, and the terms and conditions set forth in this Easement, the Town does hereby grant and convey to Grantee, its successors and assigns, for the benefit of the Development Parcel, a permanent easement for the purposes of (a) vehicle parking, sidewalks, landscaping (and any automatic sprinkler systems and water lines part of the landscaping), directional signage or markers, monument signs, retaining and screening walls, lighting facilities and other improvements described herein and to be constructed within the attached Exhibit B (the "Easement Area B"); (b) vehicle parking, landscaping, directional signage and other improvements described herein and to be constructed within the attached Exhibit C (the "Easement Area C"); and, (c) monument Signage, landscaping, directional signage or markers, lighting facilities and other improvements described herein and to be constructed within the attached Exhibit D (the "Easement Area D"); all such improvements (collectively, the "Improvements") within Easement Areas B, C, and D (collectively, the "Easement Areas") shall be as approved pursuant to the Site Plan (defined below) over and across the portion of the public right-of-way described herein.
2. **Terms of Easement.** This conveyance shall be subject to the following conditions:

(a) Grantee shall construct only such Improvements in the Easement Areas as are approved in advance by the Town in accordance with all applicable development approvals and requirements and ordinances, and in accordance with the final site design and site plan approval by the Town for the Development Parcel (the "Site Plan"). All Improvements shall be paid for by and be the property of and owned by Grantee. Once approved by the Town, Grantee shall construct the Improvements in a good and workmanlike manner, lien free and in compliance with the terms and conditions of this Easement. The parties agree that in connection with final approvals for development on the Development Parcel, the parties will cooperate to make any necessary adjustments to the width or location of the Easement Areas in a manner that will fulfill the purposes of the Town and Grantee in conformance with Site Plan approval. If this Easement has been previously recorded, any such adjustments to the Easement Areas will be specifically confirmed in a recorded amendment to this Easement with a revised exhibit, as appropriate, attached thereto.

(b) Grantee shall maintain and repair, at its sole cost and expense all Improvements in the Easement Areas constructed or installed by Grantee in a good and safe condition and in compliance with all applicable laws, rules and regulations and in a manner and custom in keeping with the Town's maintenance and repair of similar improvements in the Town. Maintenance shall include but is not limited to: snow, ice and debris removal; placing, keeping in repair and replacing any necessary or appropriate directional signs or markers; monument signs, operating, keeping in repair and replacing, when necessary, any lighting facilities as reasonably required; maintaining all landscaped areas and repairing any automatic sprinkler systems and water lines and making replacements of shrubs and other landscaping as is necessary; and maintaining repairing and replacing any and all sidewalks, storm drains, and other improvements; sealing and striping as needed; and maintenance of retaining or screening walls and other improvements adjacent to the public right-of-way. If Grantee fails to maintain or repair, or to commence and thereafter diligently pursue completion of the repair of, any such items within fourteen (14) days after notice thereof from the Town, then in addition to any other remedy the Town may have, the Town may do so and charge Grantee the reasonable costs of such acts.

(c) Grantee shall not grant, permit or suffer the creation of any mechanic's lien upon any of the Easement Areas by reason of the construction or maintenance of the Improvements. In the event any such lien is filed, Grantee will obtain a discharge of such lien within a period of thirty (30) days from the filing of such lien, either through payment or through the posting of a bond or the deposit of funds in the manner and amount required pursuant to Colorado statute to effect a discharge of such lien.

(d) The easement in the Easement Areas is granted by the Town to Grantee in its current AS-IS, where-is condition, with all faults, and without representation or warranty of any kind except as expressly provided herein. The Town represents and warrants to Grantee that the Town has the right and authority to grant this Easement in accordance with the terms and conditions set forth herein. Except as expressly provided herein, the Town makes no warranty regarding the condition of the Easement Areas or its fitness for any purpose, including without limitation the purpose stated in this Easement. Grantee has been provided an adequate opportunity to inspect the physical and environmental condition of the property containing the Easement Areas prior to entering into this Easement and has satisfied itself with the same and is

not relying on any representation or warranty of the Town other than as provided in this Easement.

3. **Indemnification.** Grantee shall, to the fullest extent permitted by law, defend, indemnify and hold harmless the Town, its mayor and town council, officials, officers, directors, agents, and their insurers, and employees, from and against all liability, claims, demands, suits, actions or proceedings of any kind, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any loss of any kind whatsoever, which arise out of or are in any manner connected with this Easement, including workers' compensation claims, in any way resulting from or arising from the services rendered by Grantee, its employees, agents or subcontractors, or others for whom Grantee is legally liable, under this Easement; provided, however, that Grantee shall not indemnify or save harmless the Town, its mayor and town council, its officers, agents and employees, from damages or other liability or expense resulting from the negligence or willful misconduct of the Town's mayor and town council, officials, officers, directors, agents, contractors, and their insurers, and employees. The Town cannot and by this Easement does not agree to indemnify, hold harmless, exonerate or assume the defense of Grantee or any other person or entity whatsoever, for any purpose whatsoever. Subject to the proviso contained in the final clause of the first sentence of this Section 3, Grantee shall, to the fullest extent permitted by law, defend, investigate, handle, respond to, and provide defense for and defend against, any such liability, claims or demands, at the sole expense of Grantee, or, at the option of the Town, agrees to pay the Town or reimburse the Town for the defense costs incurred by the Town in connection with any such liability, claims or demands. Grantee shall, to the fullest extent permitted by law, defend and bear all other costs and expenses related thereto, including court costs and reasonable attorney fees, whether or not any such liability, claims or demands alleged are groundless, false or fraudulent.

4. **Insurance.** Grantee agrees to procure and maintain, during the term of this Easement, a policy or policies of insurance against all liability, claims, demands and other obligations assumed by Grantee, pursuant to Section 3 above. Such insurance shall be in addition to any other insurance requirements imposed by this Easement or by law. Grantee shall not be relieved of any liability, claims, demands or other obligations assumed, pursuant to Section 3 above, by reason of its failure to procure and maintain, during the term of this Easement, insurance in sufficient amounts, durations or types. Grantee shall procure and maintain, during the term of this Easement, for itself and any subcontractor, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the Town. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by Grantee pursuant to Section 3 above. In the case of a claims made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage:

(a) Workers' Compensation Insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of the work under this Easement, and Employers Liability Insurance with minimum limits of Five Hundred Thousand Dollars (\$500,000) each accident, Five Hundred Thousand Dollars (\$500,000) disease policy limit, and Five Hundred Thousand Dollars (\$500,000) disease each employee. Evidence of qualified self-insured status may be substituted for the workers' compensation requirements of this paragraph;

(b) Commercial General Liability Insurance to be written with a limit of liability of not less than One Million Dollars (\$1,000,000) for all damages arising out of bodily injury, personal injury (including coverage for employee and contractual acts), including death, at any time resulting therefrom, arising out of any one occurrence, and not less than Two Million Dollars (\$2,000,000) general aggregate for all damages arising out of bodily injury, including death, at any time resulting therefrom, during the policy period. This policy shall also include coverage for blanket contractual and independent contractor risks. The limits of Commercial General Liability Insurance for broad-form property damage (including products and completed operations) shall be not less than One Million Dollars (\$1,000,000) for all damages arising out of injury to or destruction of property in any one occurrence, and not less than Two Million Dollars (\$2,000,000) for all damages arising out of injury to or destruction of property, including the Town's property during the policy period. The Commercial General Liability Insurance policy shall include coverage for explosion, collapse and underground hazards. The policy shall contain a severability of interests provision; and

(c) Comprehensive Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than One Million Dollars (\$1,000,000) each occurrence, and One Million Dollars (\$1,000,000) aggregate with respect to each of Grantee's owned, hired and nonowned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision.

All insurance policies and certificates of insurance issued for this project shall name as additional insured(s) the Town, whether private or governmental, its officers and employees, and its agents and employees, and any other person(s), company(ies) or entity(ies) deemed necessary by the Town. Grantee shall be solely responsible for any deductible losses under any policy required herein. The insurance provided by Grantee shall be primary to insurance carried by the Town, and all other additional insureds, and the principal defense of any claims resulting from the Grantee's obligations under the Easement shall rest with Grantee's insurer. The certificate of insurance provided by Grantee shall be completed by Grantee's insurance agent as evidence that policies providing the required coverages, conditions and minimum limits are in full force and effect, and shall be reviewed and approved by the Town prior to any work being performed by Grantee in the Easement Areas. No other form of certificate shall be used. The certificate shall identify this Easement and the coverages afforded under the policies. The completed certificate of insurance shall be sent to:

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

It is the affirmative obligation of Grantee to notify the Town's Risk Manager, as provided in this Easement, including faxing or e-mailing (sbedard@parkeronline.org) a copy of the notice to the Risk Manager at fax no. 303-841-4814, within two (2) business days of the cancellation or substantive change to any insurance policy required under this Easement, and failure to do so shall constitute a breach of this Easement. Failure on the part of Grantee to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a material breach of contract upon which the Town may immediately terminate this Easement if

Grantee has not obtained the insurance in question within three (3) business days following the Town's written notice to Grantee of its failure to obtain such insurance and the Town's intention to terminate this Easement, or, at its discretion, the Town may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the Town shall be repaid by Grantee to the Town upon demand, or the Town may offset the cost of the premiums against any monies due to Grantee from the Town. However, at such time as Grantee obtains the insurance in question and provides evidence thereof to the Town, the Town will cancel the insurance policy(ies) it has obtained, and any portion of the premium refunded by the insurance carrier will be paid to Grantee if Grantee has previously reimbursed the Town for such premium. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

5. **Additional Remedy.** In the event the material terms of this Easement are not being complied with, in addition to other remedies available, the Town is hereby authorized to withhold any further permits and to refuse to make any inspections or grant any approvals until such time as there is full compliance with this Easement.

6. **Termination of Easement.** The Easement shall automatically terminate, except to the extent otherwise specifically provided in clause (i), below, without the need for the parties to execute or record any further documentation evidencing the termination of the Easement, if: (i) Grantee fails to commence construction of the Improvements within one hundred eighty (180) days after the date hereof, as such period may be extended by causes beyond Grantee's reasonable control, including, but not limited to, labor disputes, civil commotion, war, fire or other casualty, shortage of supplies and materials, government regulations, or an act of God (the "Construction Commencement Deadline"), provided, however, that this Easement shall not terminate until the Town has provided Grantee with written notice following the Construction Commencement Deadline of the Town's intention to terminate this Easement and Grantee fails to commence construction of the Improvements within thirty (30) days following such notice from the Town; (ii) Grantee removes substantially all the Improvements from the Easement Areas at any time without constructing or installing, or providing for construction or installation of, replacement Improvements of a similar nature within 24 months of such removal; or (iii) a new site plan is approved by the Town that does not require use of the Easement Areas for the benefit of the Development Parcel.

7. **Miscellaneous.**

(a) This Easement shall not be effective unless and until: (i) the Development Parcel has been annexed into the Town; (ii) the Site Plan has been approved; and (iii) this Easement has been approved by Town ordinance.

(b) This grant of the Easement shall run with the Easement Areas for the benefit of the Development Parcel and shall be binding upon and inure to the benefit of the parties hereto, their successors, assigns, and all parties in interest, provided nothing contained herein shall be construed to be an abandonment or dedication of such Easement Areas to any public entity. Upon transfer of ownership of the Development Parcel, and provided the transferor is not in default under this Easement at the time of transfer, the transferor shall be automatically released from all liability with respect to the performance of any and all covenants

and obligations of the part of Grantee under this Easement as of and subsequent to the date of such transfer of the Development Parcel. Due to the nature of this Easement as running with the land, the transferee of the Development Parcel shall automatically assume and agree to perform any and all covenants and obligations of Grantee hereunder as of and subsequent to the date of transfer of the Development Parcel.

(c) Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Easement Areas to the general public, or for any public use, or purpose whatsoever; except that Grantee may permit the general public to use the Easement Areas for the purposes set forth on the Site Plan. Except as herein specifically provided, no rights, privileges or immunities of any party hereto shall inure to the benefit of any third party, nor shall any third party be deemed to be a beneficiary of any of the provisions contained in this Easement.

(d) The parties hereto understand and agree that the Town, its officers and employees, are relying on and do not waive or intend to waive by any provision of this Easement the monetary limitations (presently Three Hundred Fifty Thousand Dollars (\$350,000) per person, and Nine Hundred Ninety Thousand Dollars (\$990,000) per occurrence), which amounts shall be adjusted by an amount reflecting the percentage change over a four-year period in the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index for Denver-Boulder-Greeley, All Items, All Urban Consumers, or its successor index, or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as from time to time amended, or otherwise available to the Town, its officers or employees.

(e) This Easement and all of the terms and provisions hereof shall be governed by and construed in accordance with the laws of the State of Colorado, with venue in Douglas County, Colorado.

(f) This Easement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

**[THE REMAINDER OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK.
THE SIGNATURE PAGE(S) FOLLOW(S).]**

EXHIBIT A

DEVELOPMENT PARCEL

LEGAL DESCRIPTION OF THE PFEIFER PROPERTY

PARCEL A:

LOT 1, BLOCK 1, PARKER HEIGHTS - FILING NO. 1, COUNTY OF DOUGLAS, STATE OF COLORADO.

PARCEL B:

A TRACT OF LAND IN SECTION 15, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF BALDWIN AVENUE IN PARKER HEIGHTS FILING NO. 1 AT INTERSECTIONS WITH THE EAST LINE OF HIGHWAY 83; THENCE NORTH ALONG THE EAST LINE OF SAID HIGHWAY, 226.36 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG THE EAST RIGHT OF WAY LINE OF SAID HIGHWAY, 309.09 FEET TO THE NORTH LINE OF SECTION 15; THENCE EAST ALONG SAID NORTH LINE, 148.81 FEET TO THE NORTHWEST CORNER OF LOT 1, BLOCK 1, PARKER HEIGHTS FILING NO. 1; THENCE ALONG THE SOUTHWEST LINE OF LOT 1, 201.27 FEET TO THE SOUTHWEST CORNER OF LOT 1; THENCE SOUTHWEST ALONG THE WEST LINE OF SOUTH ALCORN STREET AND ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 130.00 FEET AND A CENTRAL ANGLE OF 50 DEGREES 22 MINUTES 02 SECONDS, AN ARC DISTANCE OF 114.00 FEET TO A POINT OF TANGENT; THENCE SOUTH ALONG THE TANGENT AND WEST LINE OF SOUTH ALCORN STREET, 45.49 FEET TO THE NORTHEAST CORNER OF THE PARCEL OF LAND DESCRIBED IN DEED RECORDED MARCH 20, 1963 IN BOOK 149 AT PAGE 64; THENCE ON AN ANGLE TO THE RIGHT OF 90 DEGREES AND ALONG THE NORTH LINE OF SAID PARCEL, 158.06 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THE FOLLOWING PARCELS:

1) BEGINNING AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF HIGHWAY 83 AND THE NORTH LINE OF SECTION 15; THENCE EAST ALONG THE NORTH LINE OF SECTION 15, 51.96 FEET; THENCE ON AN ANGLE TO THE RIGHT OF 90 DEGREES 00 MINUTES 00 SECONDS, 32.26 FEET; THENCE ON AN ANGLE TO THE RIGHT OF 90 DEGREES 00 MINUTES 00 SECONDS, 43.39 FEET TO THE EAST RIGHT OF WAY LINE OF HIGHWAY 83; THENCE NORTH ALONG THE EAST RIGHT OF WAY LINE OF HIGHWAY 83, 33.37 FEET TO THE POINT OF BEGINNING, COUNTY OF DOUGLAS, STATE OF COLORADO;

2) THAT PORTION DESCRIBED IN RULE AND ORDER RECORDED MARCH 31, 1989 IN BOOK 847 AT PAGE 361;

3) THAT PORTION DESCRIBED IN WARRANTY DEED RECORDED JUNE 6, 2001 IN BOOK 2055 AT PAGE 215.

LEGAL DESCRIPTION OF THE ARMSTRONG PROPERTY

A PART OF SECTION 15, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M., COUNTY OF DOUGLAS, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF BALDWIN AVENUE AND THE EAST LINE OF STATE HIGHWAY NO. 83; THENCE NORTHERLY ALONG THE EAST LINE OF STATE HIGHWAY NO. 83 ON A CURVE TO THE LEFT HAVING A RADIUS OF 5,780 FEET AND A CENTRAL ANGLE OF $01^{\circ}10'01''$ AN ARC DISTANCE OF 117.72 FEET TO A POINT ON THE CURVE; THENCE ON AN ANGLE TO THE RIGHT OF $99^{\circ}26'56''$ A DISTANCE OF 130.33 FEET TO THE WEST LINE OF SOUTH ALCORN STREET; THENCE ON AN ANGLE TO THE RIGHT OF $90^{\circ}00'00''$ AND ALONG SAID WEST LINE A DISTANCE OF 142.50 FEET TO THE NORTH LINE OF BALDWIN AVENUE; THENCE ON AN ANGLE TO THE RIGHT OF $111^{\circ}35'56''$ AND ALONG SAID NORTH LINE A DISTANCE OF 49.77 FEET TO A POINT OF CURVE; THENCE ALONG SAID NORTH LINE ON A CURVE TO THE LEFT HAVING A RADIUS OF 130.00 FEET AND A CENTRAL ANGLE OF $29^{\circ}03'05''$ AN ARC DISTANCE OF 65.92 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM, ANY PORTION CONTAINED IN THAT RULE AND ORDER RECORDED MARCH 31, 1989 IN BOOK 847 AT PAGE 361.

LEGAL DESCRIPTION OF THE HEITHOFF PROPERTY

A PART OF SECTION 15, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF BALDWIN AVENUE AND THE EAST RIGHT OF LINE OF COLORADO STATE HIGHWAY NO. 83; THENCE NORTHERLY ALONG THE EAST RIGHT OF WAY LINE OF SAID HIGHWAY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 5,780 FEET AND A CENTRAL ANGLE OF $01^{\circ}10'01''$ AN ARC DISTANCE OF 117.72 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID RIGHT OF WAY LINE ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 5,780 FEET AND A CENTRAL ANGLE OF $01^{\circ}04'37''$, AN ARC DISTANCE OF 108.64 FEET TO A POINT OF DEPARTURE FROM SAID CURVE; THENCE ON AN ANGLE TO THE RIGHT OF $100^{\circ}31'31''$, 149.17 FEET TO THE WEST LINE OF SOUTH ALCORN STREET; THENCE ON AN ANGLE TO THE RIGHT OF $90^{\circ}00'00''$ AND ALONG SAID WEST LINE 107.00 FEET; THENCE ON AN ANGLE TO THE RIGHT OF $90^{\circ}00'00''$, 130.33 FEET TO THE TRUE POINT OF BEGINNING, COUNTY OF DOUGLAS, STATE OF COLORADO, EXCEPT THAT PORTION DESCRIBED IN RULE AND ORDER RECORDED OCTOBER 11, 1988 IN BOOK 819 AT PAGE 46.

HERE FORWARD TO BE DESCRIBED AS:

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M., COUNTY OF DOUGLAS, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 15 BEING MONUMENTED WITH A FOUND 3.25" ALUMINUM CAP FLUSH WITH GROUND STAMPED PLS 30109, WHENCE THE NORTHWEST CORNER OF SAID SECTION 15 BEING MONUMENTED WITH A FOUND 3.25" ALUMINUM CAP IN RANGE BOX STAMPED PLS 19003, BEARS S 89°29'01" W, A DISTANCE OF 2643.42 FEET; THENCE S 50°27'23" W, A DISTANCE OF 644.82 FEET TO A POINT OF BEING THE SOUTHEAST CORNER OF A PARCEL OF LAND AS DESCRIBED UNDER RECEPTION NO. 2011013028, SAID POINT ALSO BEING THE NORTHEAST CORNER OF A PARCEL OF LAND AS DESCRIBED UNDER RECEPTION NO. 2011037128, SAID POINT ALSO BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH ALCORN STREET AS PLATTED UNDER RECEPTION NO. 113057 ALL IN DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE, SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE ALONG THE SOUTHERLY LINE OF SAID RECEPTION NO. 2011013028, SAID POINT ALSO BEING ON THE NORTHERLY LINE OF SAID RECEPTION NO. 2011037128, S 89°30'44" W, A DISTANCE OF 90.73 FEET TO THE SOUTHEAST CORNER OF COLORADO DEPARTMENT OF TRANSPORTATION PARCEL NO. 65 AS RECORDED UNDER BOOK 768 AT PAGE 736 OF SAID CLERK'S OFFICE; THENCE ALONG THE EASTERLY LINE OF SAID PARCEL 65, N 09°51'10" W, A DISTANCE OF 108.59 FEET TO A POINT BEING THE NORTHEAST CORNER OF SAID PARCEL 65, SAID POINT ALSO BEING ON THE SOUTHERLY LINE OF RECEPTION NO. 2007022588 OF SAID CLERK'S OFFICE; THENCE ALONG SAID NORTHERLY AND SOUTHERLY LINES N 89°30'44" E, A DISTANCE OF 108.40 FEET TO A POINT BEING THE NORTHEAST CORNER OF SAID RECEPTION NO. 2011013028, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF RECEPTION NO. 2007022588, SAID POINT ALSO BEING ON SAID WESTERLY RIGHT-OF-WAY LINE OF SOUTH ALCORN STREET; THENCE ALSO SAID WESTERLY LINE S 00°29'16" E, A DISTANCE OF 107.14 FEET TO THE POINT OF BEGINNING.

PARKER KEYSTONE
 THREE METES AND BOUNDS PARCEL OF LAND AND A REPLAT OF LOT 1, PARKER HEIGHTS - FILING NO. 1
 LOCATED IN THE NORTHWEST QUARTER OF SECTION 15, T 8 S, R 88 W OF THE 6TH P.M.,
 COUNTY OF BOULDER, STATE OF COLORADO
 2 LOTS - 1.801 ACRES

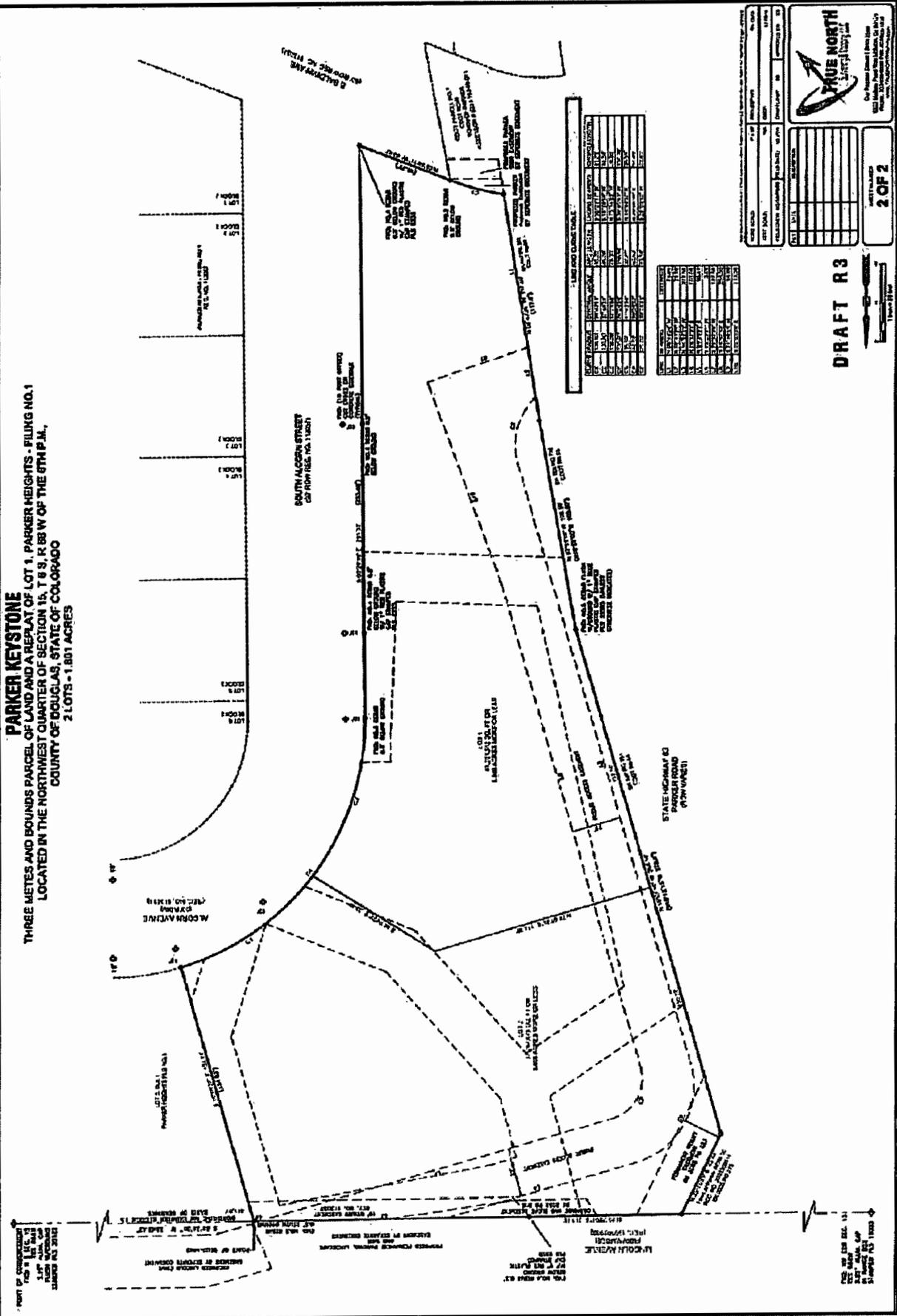


EXHIBIT A

EXHIBIT B

Easement Area B

[attach legal description and depiction of Easement Area B]



**EXHIBIT B
LEGAL DESCRIPTION**

A parcel of land being a part of the Lincoln Avenue Right-of-Way as recorded under Reception No. 199305908 of the Douglas County Clerk and Recorders Office, located in the South Half of Section 10, Township 6 South, Range 66 West of the 6th P.M., County of Douglas, State of Colorado more particularly described as follows:

COMMENCING at the South Quarter Corner of said Section 10 being monumented with a 3.25" aluminum cap stamped PLS 30109, whence the Southwest Corner of said Section 10, being monumented with a 3.25" aluminum cap stamped PLS 19003 bears S 89°29'01" W, a distance of 2643.42 feet; Thence along the Southline of the Southwest Quarter of said Section 10, also being the Southerly line of said Lincoln Avenue Right-of-Way, S 89°29'01" W, a distance of 440.27 feet to the **POINT OF BEGINNING**;

Thence continuing along said Southline of the Southwest Quarter of said Section 10, S 89°29'01" W, a distance of 228.19 feet; Thence departing said Southline of the Southwest Quarter, along a non-tangent curve to the right with a radius of 95.13 feet, a central angle of 40°31'35", an arc length of 67.29 feet, whose chord bears N 61°10'43" E, a distance of 65.89 feet; Thence N 81°26'30" E, a distance of 212.86 feet; Thence N 80°19'15" E, a distance of 103.67 feet; Thence N 87°55'41" E, a distance of 210.89 feet; Thence S 00°31'03" E, a distance of 49.61 feet; Thence S 89°28'30" W, a distance of 327.02 feet; Thence along a curve to the left with a radius of 30.50 feet, a central angle of 15°18'43", an arc length of 8.15 feet, whose chord bears S 81°49'08" W, a distance of 8.13 feet; Thence S 74°09'47" W, a distance of 30.22 feet; Thence S 23°37'53" E, a distance of 26.67 feet to the **POINT OF BEGINNING**.

The above description contains 22,961.3 Sq. Ft or 0.53 Acres more or less.



William G Buntrock, PLS
Colorado Licensed Land Surveyor No. 35585
TRUE NORTH Surveying & Mapping, LLC
TN 15088 Lincoln Permanent Easement LDD

NOTICE - According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

CURVE	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	95.13'	40°31'35"	67.29'	N 61°10'43" E	65.89'
C2	30.50'	15°18'43"	8.15'	S 81°49'08" W	8.13'

LINE	BEARING	DISTANCE
L1	S 89°28'01" W	440.27'
L2	S 89°29'01" W	228.19'
L3	N 81°26'30" E	212.86'
L4	N 80°19'15" E	103.67'
L5	N 87°55'41" E	210.89'
L6	S 00°31'03" E	49.61'
L7	S 89°28'30" W	327.02'
L8	S 74°09'47" W	30.22'
L9	S 23°37'53" E	26.67'

FND: SW COR SEC. 10
T6S R66W
3.25" ALUM. CAP
IN RANGE BOX
STAMPED PLS 19003

EXHIBIT B

Page 2 of 2

Lincoln
Permanent Easement



SCALE: 1" = 100'

SOUTH HALF SECTION 10
T6S R66W
DOUGLAS COUNTY, COLORADO

22,961.3 Sq. Feet
0.53 Acres

LINCOLN AVENUE
(ROW VARIES)
(REC. 189305908)

NORTH HALF SECTION 15
T6S R66W
DOUGLAS COUNTY, COLORADO

POINT OF COMMENCEMENT
FND: S 1/4 SEC. 10
T6S R66W
3.25" ALUM. CAP
FLUSH W/GROUND
STAMPED PLS 30109

NOTE: THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.



DATE	03/07/16
DRAWN	BB
CHECKED	BB
APPROVED	BB
PROJECT NO.	TN 15008
HORZ SCALE	1" = 100'

EXHIBIT C

Easement Area C

[attach legal description and depiction of Easement Area C]



EXHIBIT C
LEGAL DESCRIPTION

A Parking Easement being a part of a Town of Parker parcel of land adjacent to State Highway 83 (Parker Road), East Baldwin Ave as recorded under Reception No. 113057 and a Parcel of Land recorded under Reception No. 2011037128 all in the Douglas County Clerk and Recorders Office, located in the Northwest Quarter of Section 15, Township 6 South, Range 66 West of the 6th P.M., County of Douglas, State of Colorado more particularly described as follows:

COMMENCING at the North Quarter Corner of said Section 15 being monumented with a 3.25" aluminum cap stamped PLS 30109, whence the Northwest Corner of said Section 15, being monumented with a 3.25" aluminum cap stamped PLS 19003 bears S 89°29'01" W, a distance of 2643.42 feet; Thence along the Northline of the Northwest Quarter of said Section 15, S 89°29'01" W, a distance of 574.63 feet; Thence departing said Northline of the Northwest Quarter, S 00°30'59" E, a distance of 522.56 feet to the Southeast Corner of Colorado Department of Transportation Parcel No. 66 as recorded under Book 847 at Page 361 of said Clerk's Office, said corner being the **POINT OF BEGINNING**;

Thence along the Northerly line of said Town of Parker parcel, also being the Southerly line of said Reception No. 2011037128, on a non-tangent curve to the right with a radius of 130.00 feet, a central angle of 12°29'44", an arc length of 28.35 feet, whose chord bears S 75°14'03" E, a distance of 28.30 feet to the Northeast Corner of said Town of Parker parcel, also being the Northwest Corner of said East Baldwin Ave; Thence along the Easterly line of said Town of Parker parcel also being the Westerly line of said East Baldwin Ave, S 10°56'38" E, a distance of 0.80 feet; Thence departing said Easterly and Westerly lines, S 89°21'38" W, a distance of 26.32 feet; Thence N 08°49'26" W, a distance of 7.80 feet to the **POINT OF BEGINNING**.

The above description contains 126.1 Sq. Ft more or less.



William G Buntrock, PLS
Colorado Licensed Land Surveyor No. 35585 TRUE NORTH Surveying & Mapping, LLC
TN 15088 Parker Keystone Parker Parking Easement LDD R1

EXHIBIT C

Page 2 of 2

Parker Parking Easement R1

FND: NW COR SEC. 15
T6S R66W
3.25" ALUM. CAP
IN RANGE BOX
STAMPED PLS 19003

BASIS OF BEARINGS
S 89°29'01" W 2643.42'
NORTHLINE NW QUARTER SECTION 15

L6 POINT OF COMMENCEMENT
FND: N 1/4 SEC. 15
T6S R66W
3.25" ALUM. CAP
FLUSH W/GROUND
STAMPED PLS 30109

NORTHWEST QUARTER SECTION 15
T6S R66W
DOUGLAS COUNTY, COLORADO

STATE HIGHWAY 83
PARKER ROAD
(ROW VARIES)

126.1 Sq. Feet More or Less

SOUTHEAST CORNER
BK 847 PG 361

POINT OF BEGINNING

Rec. No. 2011037128

NORTHWEST CORNER
E. BALDWIN AVE

E BALDWIN AVE
(60' ROW REC. NO. 113057)

CDOT PARCEL NO.?
CDOT ROW
TOWN OF PARKER
ASSESSOR # 2233-152-99-011

NOTICE - According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

CURVE	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	130.00'	12°29'44"	28.35'	S 75°14'03" E	28.30'

LINE	BEARING	DISTANCE
L1	S 00°30'59" E	522.56'
L2	S 10°56'38" E	0.80'
L3	N 89°21'38" W	26.32'
L4	N 08°49'26" W	7.80'
L6	S 89°29'01" W	574.63'



SCALE: 1" = 20'

NOTE: THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.



DATE	03/05/16
DRAWN	BB
CHECKED	BB
APPROVED	BB
PROJECT NO.	TN 15008
HORZ. SCALE	1" = 20'

EXHIBIT D

Easement Area D

[attach legal description and depiction of Easement Area D]



**EXHIBIT D
LEGAL DESCRIPTION**

A Sign Easement being a part of a Town of Parker parcel of land adjacent to State Highway 83 (Parker Road), East Baldwin Ave as recorded under Reception No. 113057 and a Parcel of Land recorded under Reception No. 2011037128 all in the Douglas County Clerk and Recorders Office, located in the Northwest Quarter of Section 15, Township 6 South, Range 66 West of the 6th P.M., County of Douglas, State of Colorado more particularly described as follows:

COMMENCING at the North Quarter Corner of said Section 15 being monumented with a 3.25" aluminum cap stamped PLS 30109, whence the Northwest Corner of said Section 15, being monumented with a 3.25" aluminum cap stamped PLS 19003 bears S 89°29'01" W, a distance of 2643.42 feet; Thence along the Northline of the Northwest Quarter of said Section 15, S 89°29'01" W, a distance of 574.63 feet; Thence departing said Northline of the Northwest Quarter, S 00°30'59" E, a distance of 522.56 feet to the Southeast Corner of Colorado Department of Transportation Parcel No. 66 as recorded under Book 847 at Page 361 of said Clerk's Office; Thence S 08°49'26" E, a distance of 7.80 feet to the **POINT OF BEGINNING**;

Thence S 89°21'38" E, a distance of 26.32 feet to a point on the Westerly Right-of-Way line of East Baldwin Ave as recorded under Reception No. 113057 of said Clerk's Office; Thence along said Westerly line, S 10°56'38" E, a distance of 10.21 feet; Thence departing said Westerly line, N 89°21'38" W, a distance of 26.70 feet; Thence N 08°49'26" W, a distance of 10.14 feet to the **POINT OF BEGINNING**.

The above description contains 265.1 Sq. Ft more or less.



William G Buntrock, PLS
Colorado Licensed Land Surveyor No. 35585
TRUE NORTH Surveying & Mapping, LLC
TN 15088 Parker Keystone Parker Sign Easement LDD R1

EXHIBIT D

Parker Sign Easement R1

Page 2 of 2

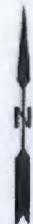
FND: NW COR SEC. 15
T6S R66W
3.25" ALUM. CAP
IN RANGE BOX
STAMPED PLS 19003

BASIS OF BEARINGS
S 89°29'01" W 2643.42'
NORTHLINE NW QUARTER SECTION 15

L1 POINT OF COMMENCEMENT
FND: N 1/4 SEC. 15
T6S R66W
3.25" ALUM. CAP
FLUSH W/GROUND
STAMPED PLS 30109

NORTHWEST QUARTER SECTION 15
T6S R66W
DOUGLAS COUNTY, COLORADO

265.1 Sq. Feet More or Less



SCALE: 1" = 20'

STATE HIGHWAY 83
PARKER ROAD
(ROW VARIES)

BK 847 PG 361
CDOT No. 86

SOUTHEAST CORNER
BK 847 PG 361

POINT OF BEGINNING

Rec. No. 2011037128

LINE	BEARING	DISTANCE
L1	S 89°29'01" W	574.63'
L2	S 00°30'59" E	522.56'
L3	S 08°49'28" E	7.80'
L4	S 89°21'38" E	26.32'
L5	S 10°56'38" E	10.21'
L6	N 89°21'38" W	26.70'
L7	N 08°49'26" W	10.14'

CDOT PARCEL NO.?
TOWN OF PARKER
ASSESSOR # 2233-152-99-011

E BALDWIN AVE
(60' ROW REC. NO. 113057)

NOTICE - According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

NOTE: THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.



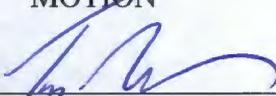
DATE	03/05/16
DRAWN	BB
CHECKED	BB
APPROVED	BB
PROJECT NO.	TN 15008
HORZ. SCALE	1" = 20'



REQUEST FOR TOWN COUNCIL ACTION

TITLE: ORDINANCE NO. 9.252 – A Bill for an Ordinance to Approve the Intergovernmental Agreement Between the Town of Parker and the Board of County Commissioners of the County of Douglas Regarding the Design, Construction and Maintenance of Belford Avenue (Peoria Street to Compark Village South) Improvements Project

- | | | |
|---|---|--------------|
| <input type="checkbox"/> PUBLIC HEARING | <input checked="" type="checkbox"/> ORDINANCE FOR 1 ST READING | (03/21/2016) |
| <input type="checkbox"/> CONTRACT | <input type="checkbox"/> ORDINANCE FOR 2 ND READING | (04/04/2016) |
| <input type="checkbox"/> MOTION | <input type="checkbox"/> RESOLUTION | |



Tom Williams, Director of Engineering



G. Randolph Young, Town Administrator

ISSUE:

This item accompanies an ordinance approving an intergovernmental agreement (IGA) between the Town and Douglas County related to a section of Belford Avenue that will be constructed as part of the Compark Village South Development. This section of Belford Avenue (Project Area) is in the County’s jurisdiction. These improvements are necessary to provide access and to accommodate a proposed residential development project in Compark Village South.

PRIOR ACTION:

N/A

FUNDING/BUDGET IMPACT:

As part of the IGA, the Town will be providing routine maintenance, which includes street sweeping and snow plowing, for the section of Belford Avenue that is located in the County. However, this maintenance will only be provided by the Town until such time as development occurs adjacent to Belford Avenue in the County. This 2-lane roadway section is approximately 2,000 feet in length and has been coordinated with the Town’s Public Works Department.

BACKGROUND:

The Developer of Compark Village South has submitted a Minor Development Plat to the Town that includes the design and construction of a segment of Belford Avenue. This segment of Belford Avenue, between Peoria Street and Happy Canyon Creek, is required as part of the first phase of development within the Compark Village South property. This segment will be the primary access for the proposed first phase of development, until such time as Belford Avenue is extended to Chambers Road.

A portion of Belford Avenue is located on property owned by Cordillera Corporation in unincorporated Douglas County. This portion of the roadway is identified as the "Project Area" on the Vicinity Map attached to this memo. The right-of-way for this portion of Belford Avenue will be dedicated to Douglas County by Cordillera Corporation, as a condition of the Town's approval of the associated Compark Village South Minor Development Plat.

In an effort to provide efficient development services associated with the design, construction, permitting, inspection, and warranty of Belford Avenue, staff is recommending that Town administer these services for the entire roadway segment, including the portion located in unincorporated Douglas County. This will eliminate redundancy and reduce costs for the Developer, Town and County.

County and Town staff have prepared an IGA that identifies the standards for the roadway design and construction. The agreement also assigns responsibilities associated with the inspection, permitting, and acceptance of the roadway improvements, including the warranty and financial security requirements.

The maintenance responsibilities associated with the roadway have been included in the agreement. Since this segment of Belford Avenue will be primarily serving Town Development, the Town would be providing snow removal and street sweeping for the portion in Douglas County until such time as development occurs adjacent to the road. The Town would also provide the necessary maintenance associated with the proposed stormwater quality facilities that serve the roadway, until such time as they are modified with adjacent development. The County will provide all other roadway and drainage maintenance for the portion in their jurisdiction.

RECOMMENDATION:

Staff recommends that Town Council approve the ordinance approving the IGA between the Town and Douglas County.

PREPARED/REVIEWED BY:

Tom Williams, Director of Engineering; Jim Maloney, Town Attorney

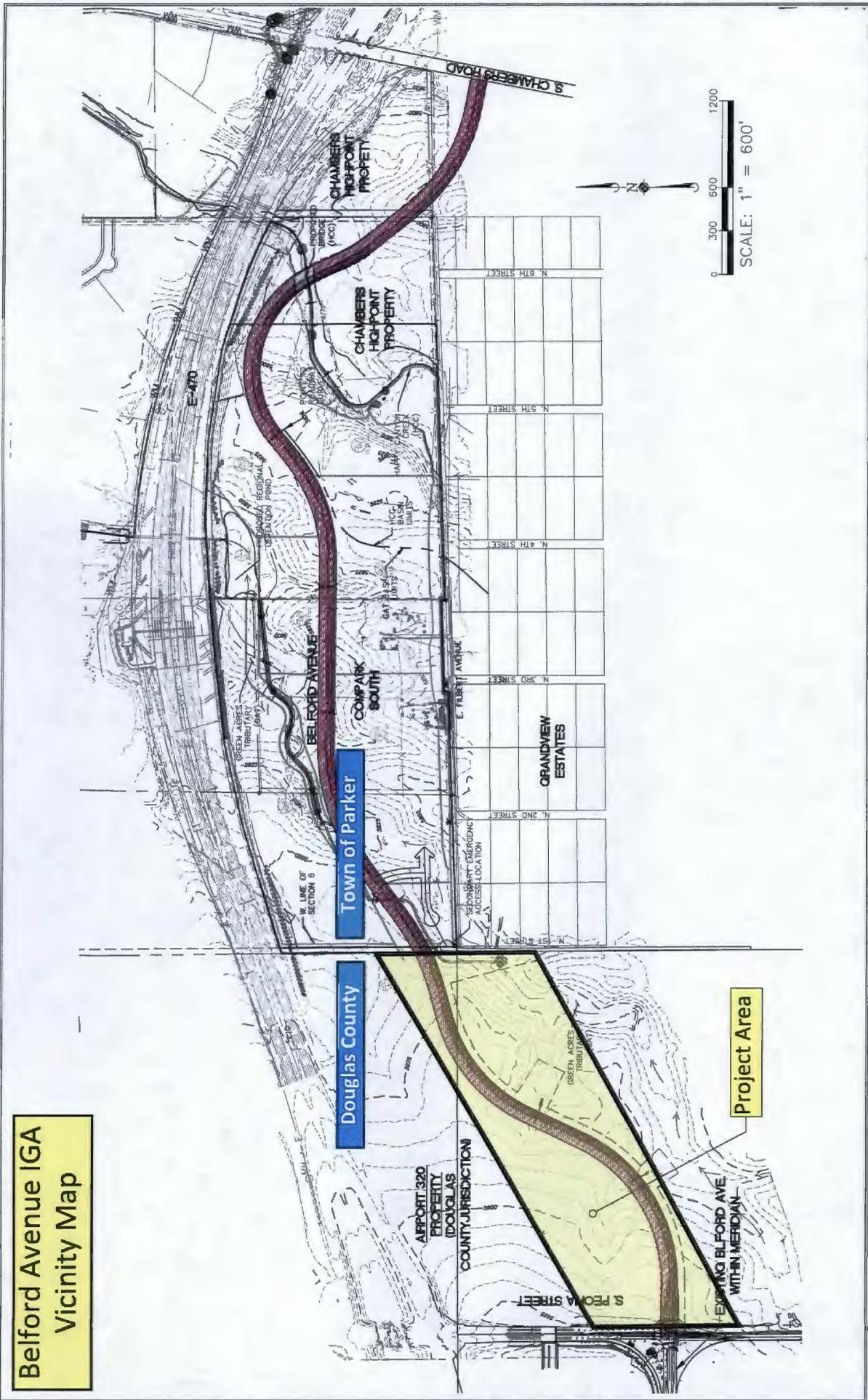
ATTACHMENTS:

1. Vicinity Map
2. Ordinance
3. Intergovernmental Agreement (Exhibit 1 to ordinance)(9 pages)

RECOMMENDED MOTION:

"I move to approve Ordinance No. 9.525 on first reading and schedule second reading for April 4, 2016, as a part of the consent agenda."

Belford Avenue IGA
Vicinity Map



ORDINANCE NO. 9.252, Series of 2016

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF PARKER AND THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS REGARDING THE DESIGN, CONSTRUCTION AND MAINTENANCE OF BELFORD AVENUE (PEORIA STREET TO COMPARK VILLAGE SOUTH) IMPROVEMENTS PROJECT

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

Section 1. The Town Council of the Town of Parker hereby approves the Intergovernmental Agreement by and between the Town of Parker and the Board of County Commissioners of the County of Douglas Regarding the Design, Construction and Maintenance of Belford Avenue (Peoria Street to Compark Village South) Improvements Project, which is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

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

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

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

INTRODUCED AND PASSED ON FIRST READING this _____ day of _____, 2016.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____,
2016.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF PARKER AND
THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS
REGARDING THE DESIGN, CONSTRUCTION AND MAINTENANCE
OF BELFORD AVENUE (PEORIA STREET TO COMPARK VILLAGE SOUTH)
IMPROVEMENT PROJECT**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2016, by and between the Town of Parker, Colorado, a Colorado home rule municipality (the "Town"), and the Board of County Commissioners of Douglas County, Colorado (the "County"), hereinafter collectively referred to as the "Parties."

RECITALS

WHEREAS, pursuant to Colorado Constitution Article XIV, Section 18(2)(a), and C.R.S. § 29-1-203, the Town and the County may cooperate or contract with each other to provide any function, service or facility lawfully authorized to each; and

WHEREAS, this Agreement shall apply to the improvements for Belford Avenue between South Peoria Street and the western boundary of Compark Village South located in the Town, including the intersection of South Peoria Street and Belford Avenue, as shown on **Exhibit A**, attached hereto and incorporated herein (the "Project"); and

WHEREAS, the construction of Belford Avenue is necessary to provide access to Compark Village South, and the owner of Compark Village South (the "Compark Developer") desires to design and construct the Project in order to develop the real property located within the Town; and

WHEREAS, the Town shall require the Compark Developer to cause the conveyance of the right-of-way for the Project by special warranty deed, free and clear of all liens and encumbrances, to the County, at no cost to the County; and

WHEREAS, the Parties hereto intend to set forth the terms of design, construction and maintenance of the Project.

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

1. Project Standards.

a. The Project shall be designed as a major collector in accordance with Town standards. The intersection improvements at South Peoria Street and Belford Avenue shall be designed in accordance with County standards.

b. All storm drainage improvements for the Project, including water quality and detention, shall be designed and constructed in accordance with Town standards.

2. Right-of-Way for the Project. The Town shall require the Compark Developer to cause the conveyance of the right-of-way for the Project by special warranty deed, free and clear of all liens and encumbrances, to the County, at no cost to the County.

3. Review and Approval of the Project. Each party shall have the right to review, approve and collect review fees for the construction plans and reports related to work for the Project, prior to construction. The Town shall have the authority to decide disputes concerning design issues or standards, except where specifically addressed to the contrary in this Agreement.

4. Project Construction.

a. The Compark Developer shall not be allowed to proceed with the Project until: (i) the Compark Developer has entered into a subdivision improvement agreement with the Town for the Project; (ii) the Compark Developer has provided a financial guarantee to the Town for the Project in a form and amount that conforms with the Parker Municipal Code; and (iii) the right-of-way for the Project has been conveyed to the County by special warranty deed, free and clear of all liens and encumbrances, at no cost, and accepted by the County.

b. The Town shall require the Compark Developer to construct the Project in accordance with the approved construction plans and reports for the Project.

5. Conveyance of County Portion of the Project to the Town. If the Town annexes the property adjacent to the Project, the Town agrees to annex the right-of-way for the Project. The County shall convey the right-of-way for the Project to the Town by quit claim deed within sixty (60) days of the date that the Town annexes the right-of-way for the Project, with the exception of the right-of-way associated with the intersection of South Peoria Street and Belford Avenue.

6. Permitting and Inspection of the Project. The Town shall be responsible for issuing all permits for grading and construction of roadway and stormwater facilities and providing the inspections related to said permits for the Project. The Town shall provide written notice to County Engineering Services of all change orders requested for the design and construction. The County shall notify the Town in writing within five (5) business days, if the County has an objection to the approval of a change order. In the event of such objection, the Parties hereto agree to work cooperatively to resolve the objection prior to the approval of the change order. The County shall be responsible for issuing all permits for grading and construction of roadway and stormwater facilities and providing the inspections related to said permits, for the intersection of South Peoria Street and Belford Avenue within the Project.

7. Probationary and Final Acceptance of the Project. Prior to the issuance of probationary acceptance, the Town shall provide the County testing information, reports and as-builts as required by the Town's standards, for the County's review. The Town shall not release security for the Project, required per the subdivision improvement agreement, until the County provides written approval for probationary acceptance to the Town. Prior to the issuance of final acceptance, the Town and County shall provide a joint inspection of the Project. If the Town and County find, upon inspection, that the Project is substantially free of defects in materials and

workmanship and has been repaired and maintained as and to the extent required in this Agreement, the Town and County shall issue a letter evidencing final acceptance of the Project.

8. Access Points. Access points onto Belford Avenue within the Project shall be approved by the County with input from the Town.

9. Maintenance Responsibilities for the Project.

a. The Town shall cause the maintenance of the water quality facilities for the Project until such time as development occurs adjacent to the water quality facilities or such development results in the modification or removal of the water quality facilities. If the Town annexes the property adjacent to and/or including the water quality facilities for the Project, the Town shall cause the maintenance of the water quality facilities for the Project in perpetuity.

b. The Town shall be responsible for snow removal and street sweeping for the Project until such time as development occurs adjacent to Belford Avenue within the Project. At such time that development occurs adjacent to Belford Avenue within the Project, the Parties shall agree in writing who has the jurisdictional responsibility for snow removal and street sweeping. If the Town annexes the property adjacent to and/or including Belford Avenue, the Town shall be responsible for the snow removal and street sweeping for the Project in perpetuity.

c. The County shall be responsible for all other roadway and drainage maintenance for the Project until such time as development occurs adjacent to Belford Avenue within the Project. If the Town annexes the property adjacent to and/or including Belford Avenue, the Town shall be responsible for all roadway and drainage maintenance for the Project in perpetuity.

10. Termination of the Project. The Parties agree that if the Compark Developer is not allowed to proceed with the Project on or before December 31, 2016, then this Agreement shall automatically terminate.

11. Time for Performance. The Parties acknowledge and agree that the Project shall be substantially completed and open for use by the traveling public within twenty-four (24) months after the Compark Developer is allowed to proceed with the Project.

12. Remedies. The Parties hereto acknowledge and agree that each party may exercise all rights and remedies in law or in equity, by a decree in specific performance, or such other legal or equitable relief as may be available.

13. Notice. Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the party to whom such notice is to be given, at the address set forth below, or at such other address as has been previously furnished in writing, to the other party. Such notice shall be deemed to have been given when deposited in the United States mail.

Town of Parker: Director of Engineering
20120 E. Mainstreet
Parker, Colorado 80138

Douglas County: Department of Public Works - Engineering
Engineering Services Director
100 Third Street
Castle Rock, Colorado 80104

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

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

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

17. Colorado Law. This Agreement shall be governed by the laws of the State of Colorado. Venue for any action hereunder shall be in the District Court, County of Douglas, State of Colorado, and the Parties waive any right to remove any action to any other court, whether state or federal.

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

19. No Third-Party Beneficiaries. The enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person under such Agreement. Any beneficiary of the terms and conditions of this Agreement are not intended beneficiaries, but are incidental beneficiaries only.

20. Recitals. The recitals to this Agreement are incorporated herein by this reference.

21. Entirety. This Agreement merges and supersedes all prior negotiations, representations and agreements between the Parties hereof and constitutes the entire agreement between the Parties concerning the subject matter hereof.

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

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

**BOARD OF COUNTY COMMISSIONERS
OF DOUGLAS COUNTY COLORADO**

David A. Weaver, Chair

APPROVED AS TO CONTENT:

ATTEST:

Douglas J. DeBord, County Manager

Codie Brenner, Deputy Clerk

APPROVED AS TO FORM:

APPROVED AS TO FISCAL CONTENT:

Kristin Decker, Sr. Assistant County Attorney

Andrew Copland, Director of Finance

EXHIBIT A

DESCRIPTION OF BELFORD AVENUE IMPROVEMENT PROJECT

EXHIBIT A
SHEET 1 OF 3

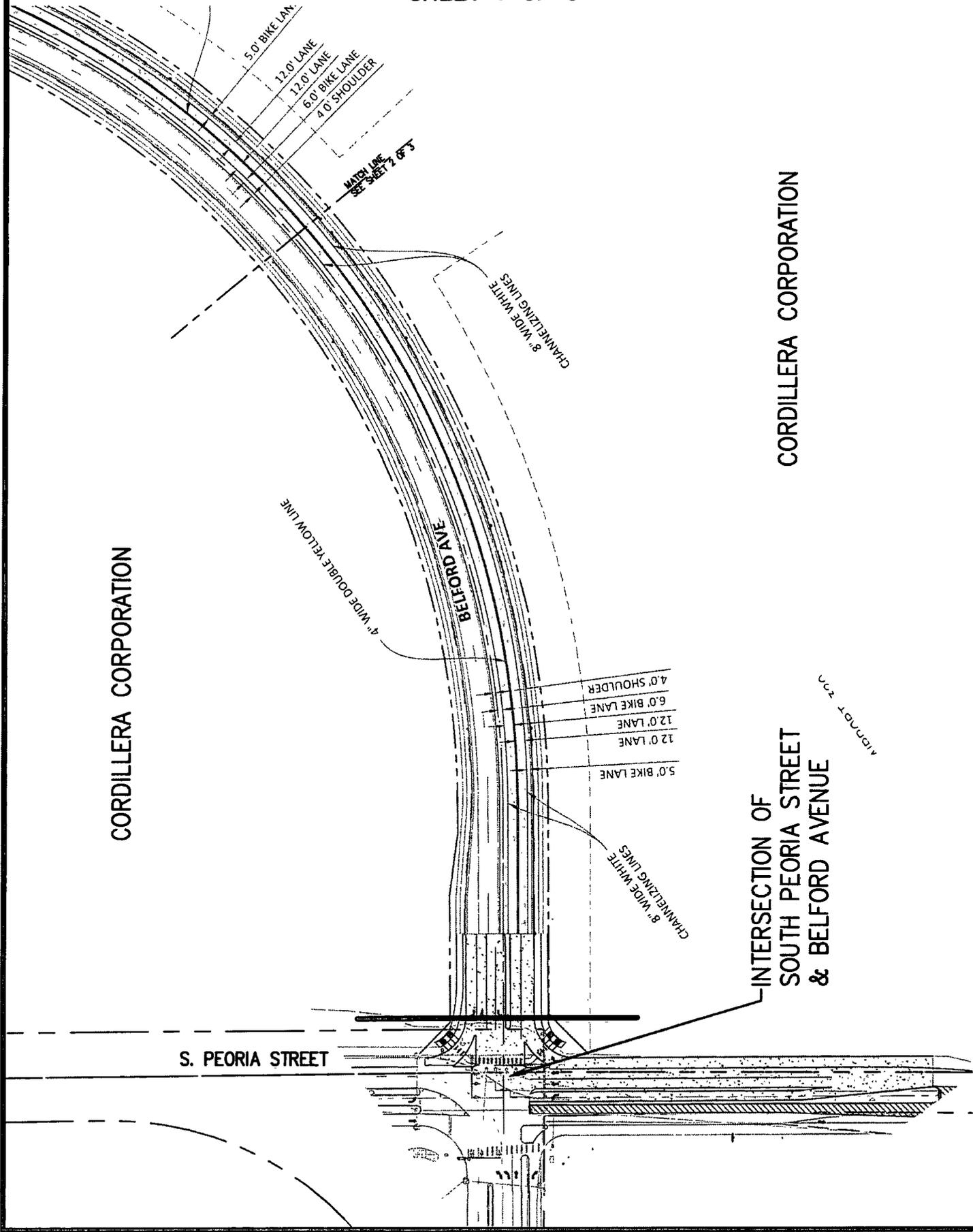
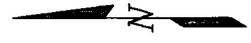
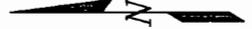


EXHIBIT A
SHEET 2 OF 3



CORDILLERA CORPORATION

CORDILLERA CORPORATION

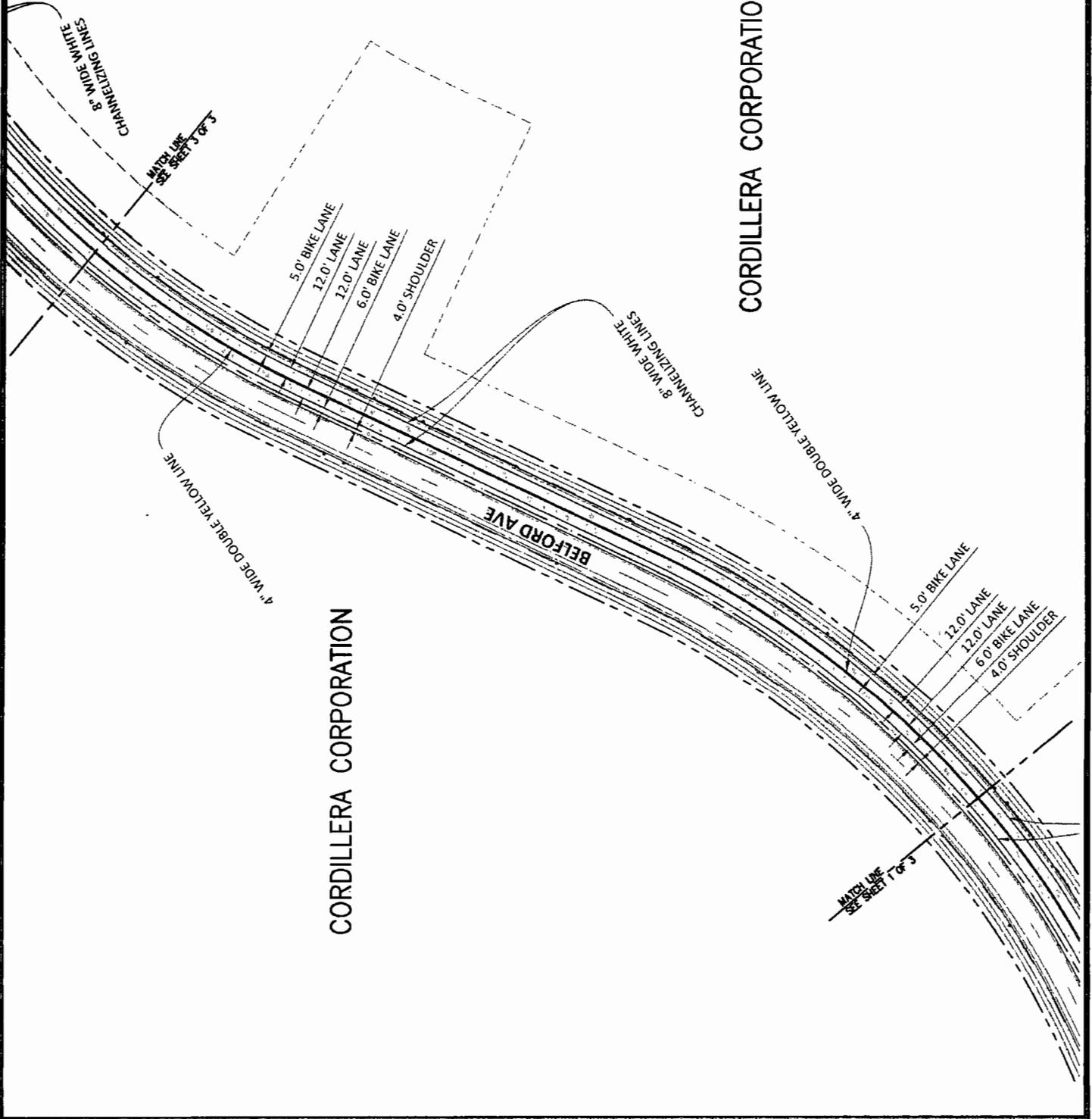


EXHIBIT A
SHEET 3 OF 3



COMPARK
VILLAGE
SOUTH

GREENCREST TRAIL

N. 1ST STREET

TOWN OF PARKER
MUNICIPAL BOUNDARY

CORDILLERA CORPORATION

BELFORD AVE

CORDILLERA CORPORATION

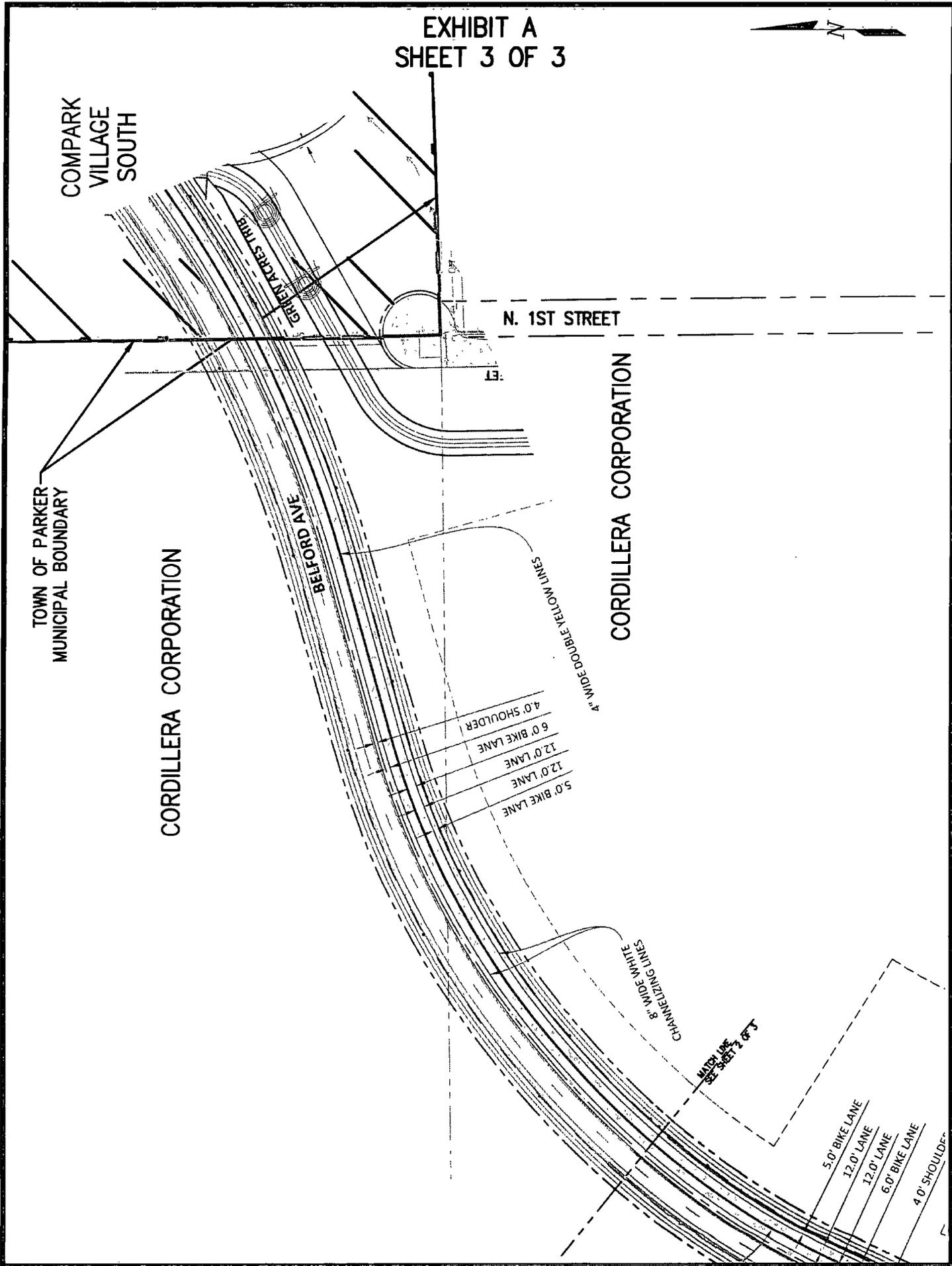
4.0' SHOULDER
6.0' BIKE LANE
12.0' LANE
12.0' LANE
5.0' BIKE LANE

4" WIDE DOUBLE YELLOW LINES

8" WIDE WHITE
CHANGELING LINES

MATCH LINE
SEE SHEET 2 OF 3

5.0' BIKE LANE
12.0' LANE
12.0' LANE
6.0' BIKE LANE
4.0' SHOULDER





REQUEST FOR TOWN COUNCIL ACTION

TITLE: ORDINANCE NO. 3.309.1 – A Bill for an Ordinance to Amend the EastMain Planned Development Guide and Amending the Zoning Ordinance to Conform Therewith

- | | | |
|---|---|--------------|
| <input type="checkbox"/> PUBLIC HEARING | <input checked="" type="checkbox"/> ORDINANCE FOR 1 ST READING | (03/21/2016) |
| <input type="checkbox"/> CONTRACT | <input type="checkbox"/> ORDINANCE FOR 2 ND READING | (04/04/2016) |
| <input type="checkbox"/> MOTION | <input type="checkbox"/> RESOLUTION | |


John Fussa, Community Development Director


G. Randolph Young, Town Administrator

ISSUE:

The Town desires to amend the EastMain Planned Development Guide addressing uses, setbacks and parking.

PRIOR ACTION:

On September 15, 2014, the Town of Parker approved the EastMain Planned Development Guide for the northwest corner of Mainstreet and Pine Drive.

FUNDING/BUDGET IMPACT:

None

BACKGROUND:

The Development Guide sets forth development standards for the planning areas identified on the Development Plan. Specific standards relate to uses, setbacks, minimum lot sizes, building heights, landscaping and parking.

The primary changes to the approved EastMain Development Guide are summarized as follows:

General

- Add language emphasizing activation of Mainstreet and Pace Center Drive

Site Development

- Revise parking standards to accommodate future development and support the creation of public parking

Planning Area 2 – Park/Plaza

- Allow temporary uses and events
- Setback requirements revised to permit review and approval by administrative determination

Planning Area 3

- Section III is amended to allow multi-family residential development on the ground-floor as a use by right provided they are at least 150 feet from Mainstreet. This modification would permit multi-family residential development on the ground-floor along the west side of Pace Center Drive facing the Park/Plaza without a commercial element
- Auto oriented uses are not permitted in Planning Area 3
- Required front yard setbacks are revised from 10 feet to 12 feet

A redline copy is attached to provide a complete review of the proposed changes.

RECOMMENDATION:

The Planning Commission will make a recommendation to Town Council on March 24, 2016. Staff recommends that the Town Council approve the EastMain Planned Development Guide Amendment.

PREPARED/REVIEWED BY:

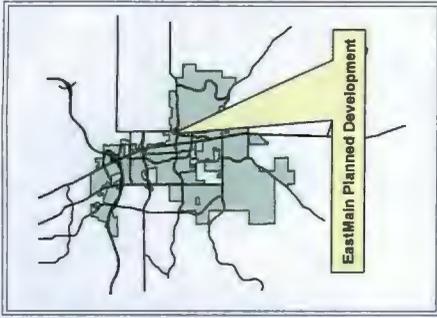
Carolyn Parkinson, Planner I; Steve Greer, Deputy Community Development Director; John Fussa, Community Development Director; James S. Maloney, Town Attorney

ATTACHMENTS:

1. Vicinity Map
2. Planning Commission staff report which includes Ordinance 3.309.1 and a redline copy of the amended EastMain Planned Development Guide.

RECOMMENDED MOTION:

"I move to approve Ordinance No. 3.309.1 on first reading and schedule second reading for April 4, 2016, as a part of the consent agenda."



Legend

□ Town Boundary

— Roads

Narrative:
The Town desires to amend the EastMain Development Guide addressing uses, setbacks, and parking.

Planner: Carolyn Parkinson
Hearing Schedules:
Planning Commission:
March 24, 2016
Town Council:
April 4, 2016





PARKER

CO L O R A D O

Community Development Department Memorandum Development Review Division

To: Town of Parker Planning Commission

From: Carolyn Parkinson, Planner *CP*
Steve Greer, Deputy Community Development Director *SG*

Through: John Fussa, Community Development Director

Date: June 25, 2015

Regarding: Public Hearing:
EastMain Rezoning-EastMain Planned Development Guide Amendment
[Case No. Z16-002]

Section I. Subject & Proposal:

Location: Northwest corner of Mainstreet and Pine Drive

Applicant: Town of Parker

Proposal: The Town desires to amend the EastMain Planned Development Guide addressing uses, setbacks and parking.

Section II. Background:

History: In 2014, the Town of Parker approved the EastMain Planned Development Guide for a four acre vacant parcel located on the northwest corner of Mainstreet and Pine Drive at the eastern most gateway into the Old Town/Downtown Area of Parker. The Town and the Douglas County Libraries have collaborated on a new library and public park/plaza on the site. In addition, the Town desires to include private vertically mixed use-development on the site which will interact with the library and plaza creating a unique and vibrant destination in the community.

Land Use Summary Data:

Total Area: 9.395 acres

Zoning: PD – Planned Development, EastMain

Existing Use: Douglas County Library is under construction on Lot 2. Lot 3 is under site plan review for the park/plaza project. Lots 1 and 4 are currently vacant with no pending development applications.

Surrounding Zoning & Land Use:

North:	Existing South Metro Fire and Rescue Authority Station
East:	Vacant property/Pine Curve (24 acre vacant parcel owned by the Town)
South:	Mainstreet, Town Hall Campus and the Parker Arts, Culture and Events (PACE) Center
West:	town and Country Townhomes (Existing multi-family residential 501 units)

Section III. Analysis:

Development Plan:

The Development Plan contains three (3) planning areas. Planning Area 1 is approximately 2.97 acres and will consist primarily of the construction of a new Douglas County Library. Planning Area 2 is approximately 1.8 acres and consists of a proposed four season park/plaza which will be owned and maintained by the Town. Planning Area 3 is approximately 4.48 acres and will consist of a private vertical mixed-use development.

Development Guide:

The Development Guide sets forth development standards for the planning areas identified on the Development Plan. Specific standards relate to uses, setbacks, minimum lot sizes, building heights, landscaping and parking.

The primary changes to the approved EastMain Development Guide are summarized as follows:

General

- Add language emphasizing activation of Mainstreet and Pace Center Drive

Site Development

- Revise parking standards to accommodate future development and support the creation of public parking

Planning Area 2 – Park/Plaza

- Allow temporary uses and events
- Setback requirements revised to permit review and approval by administrative determination

Planning Area 3

- Section III is amended to allow multi-family residential development on the ground-floor as a use by right provided they are at least 150 feet from Mainstreet. This modification would permit multi-family residential development on the ground-floor along the west side of Pace Center Drive facing the Park/Plaza without a commercial element
- Auto oriented uses are not permitted in Planning Area 3
- Required front yard setbacks are revised from 10 feet to 12 feet

A redline copy is attached to provide a complete review of the proposed changes.

Section IV. Additional Staff Findings:

The Town of Parker Land Development Ordinance §13.04.240(f), specifies nine criteria to be used in evaluating rezoning requests. If the proposed use meets these criteria, or can meet them subject to reasonable mitigation conditions, the use may be approved.

1. A need exists for the proposal.

The EastMain development concept includes a new library, a park/plaza and a private vertical mixed-use development in the downtown core. As the library and park/plaza projects have gotten underway, changes and modifications as summarized above, have become necessary to realize the vision for all three planning areas.

2. The particular parcel of ground is indeed the correct site for the proposed development.

The site is located within the downtown core adjacent to existing residential and commercial development. The site's prominent location creates a highly visible growth opportunity for a mixed-use development featuring retail, office and/or housing uses.

3. There has been an error in the original zoning, or;

4. There have been significant changes in the area to warrant a zone change.

Progress on Planning Areas 1 and 2 are well underway. This proposed amendment includes changes to all three planning areas but focuses in particular on Planning Area 3 to enable a quality vertical mixed-use development. The proposed zoning changes will align the uses allowed with the Town's vision and development priorities for the area.

5. Adequate circulation exists and traffic movement would not be impeded by the development.

Analysis of traffic impacts will be a requirement of any site plan submittal for Planning Area 3 and will include an assessment of impacts to the overall site. Impacts related to the addition of Temporary Uses and Events as allowable uses for the site will be assessed and mitigated at the time a temporary permit is approved by the Town. A Temporary Use Permit or Community Events Permit is required for all temporary uses and events within Town.

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

Analysis of municipal service impacts will be a requirement of any site plan submittal for Planning Area 3 and will include an assessment of those impacts to the overall site.

7. There are minimal environmental impacts, or impacts can be mitigated.

This site has minimal environmental concerns in its display of landforms and vegetation. There is no significant wildlife or open space resource areas identified for potential preservation in the Town's *Open Space, Trails and Greenways Master Plan*. Existing drainage facilities have been or will be relocated during construction. All requirements set forth by the Town of Parker Land Development Ordinance will be satisfied.

8. The proposal is consistent with the Town of Parker Master Plan maps, goals and policies;

The Parker 2035 Master Plan indicates that this site is located within the Downtown Core Character Area and is identified as lying within the Urban Growth Area Boundary. Under this designation the Town should encourage development in this area to maintain and enhance the historical character of Parker while providing a unique and creative local context. The Downtown Core acts as a mixed-use neighborhood that includes uses such as higher density residential, office, government, arts and cultural venues, restaurants, retail, personal services as well as parks and other gathering places for community events. The proposed amendments to the Planned Development Guide are not in conflict with any of the uses identified within the Downtown Core. The proposed amendments are consistent with the Town of Parker 2035 Master Plan maps, goals and policies.

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

Water and sewer services will be provided by the Parker Water and Sanitation District. The cost to extend these facilities to the project area will be borne by the developers. School facilities will be determined with the future mixed-use development. Park and recreational amenities are proposed to be incorporated into the development.

Section V.

Referral Agency Comments:

Below are the condensed versions of referral responses received from affected agencies:

Town of Parker Engineering Department:

A review was performed and one comment was submitted regarding the development guide amendment.

That comment has been addressed within the development guide.

Town of Parker Comprehensive Planning:

No comment

Town of Parker Economic Development:

No comment

Town of Parker Building Department:

Approved

Town of Parker Recreation Department:

No comment

Town of Parker Police Department:

No comment

Town and County HOA:

No comment

Douglas County Libraries:

No comment

Section VI.

Recommendation:

Staff recommends that the Planning Commission recommend that Town Council approve the EastMain Planned Development Guide Amendment.

Section VI.

Attachments:

1. Vicinity Map
2. Referral Agency Comments
3. Ordinance No. 3.309.1
4. Redline copy of Development Guide Amendment

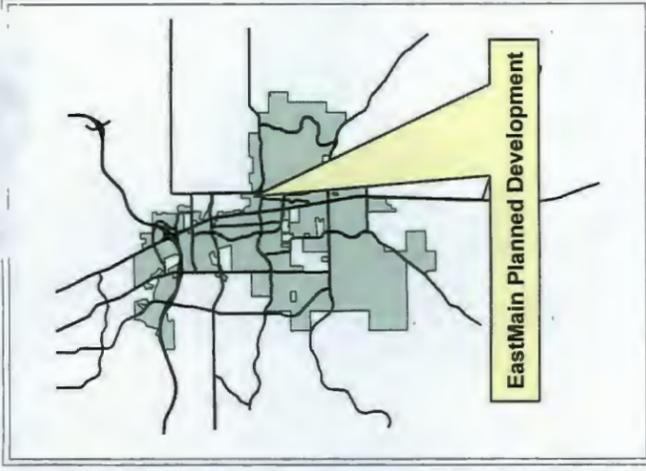
Section VII.

Proposed Motion(s):

"I move the Planning Commission recommend Town Council approve the EastMain Planned Development Guide Amendment."

EastMain Planned Development

Re-Zone
Planned Development Guide Amendment



Legend

- Town Boundary
- Roads

Narrative:
The Town desires to amend the EastMain Development Guide addressing uses, setbacks, and parking.

Planner: Carolyn Parkinson
Hearing Schedules:
Planning Commission:
March 24, 2016
Town Council:
April 4, 2016



ORDINANCE NO. 3.309.1, Series of 2016

TITLE: A BILL FOR AN ORDINANCE TO AMEND THE EASTMAIN PLANNED DEVELOPMENT GUIDE AND AMENDING THE ZONING ORDINANCE TO CONFORM THEREWITH

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

Section 1. Finding of Fact.

a. Application has been made for amending the EastMain Planned Development Guide approved by the Town Council on September 15, 2014, and recorded in the Office of the Douglas County Clerk and Recorders Office on September 26, 2014, at Reception No. 2014055641, for the property described in attached **Exhibit A**, which is attached hereto and incorporated by this reference, pursuant to the Parker Land Development Ordinance (the "2014 EastMain Development Guide").

a. Public notice has been given for the amendment to the 2014 EastMain Development Guide by publication on the Town's website at least fifteen (15) days prior to the public hearing of such zoning.

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

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

e. The requirements contained in Section 13.04.240 of the Parker Municipal Code for approving the amendment to the 2014 EastMain Development Guide have been satisfied.

Section 2. The 2014 EastMain Development Guide approved by the Town Council on September 15, 2014, for the property identified in Exhibit A, is hereby amended by the EastMain Planned Development-1st Amendment as set forth in **Exhibit B**, which is attached hereto and incorporated by this reference.

Section 3. Approval of this Ordinance does not create a vested property right. Vested property rights may arise and accrue, pursuant to the provisions of Ordinance No. 3.65.1, as amended, of the Town of Parker.

Section 4. 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 5. 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 6. This Ordinance shall become effective ten (10) days after final publication.

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2016.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2016.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

Exhibit A

Legal Description

Lots 1 through 4, Mainstreet & Pine Marketplace, 3rd Amendment, County of Douglas, State of Colorado

REVIEWS

Tom Williams	PLANNED DEVELOPMENT / ZONING PLAN - PW
<p>Under "Site Development Principals - III Circulation - E. 2." the PD guide has been updated to include parking on Mainstreet "east" of Pace Center Drive. This is not feasible and not included as part of the East Mainstreet Site Development project improvements. Although parking will be provided on Mainstreet east of the intersection, it is on the south side of the street which is not subject to this PD.</p>	
<p>2/5/2016 10:07:03 AM</p>	

2016

**Town
of
Parker**

**[EASTMAIN PLANNED
DEVELOPMENT -1st AMENDMENT]**

DEVELOPMENT GUIDE – AMENDED APRIL 4, 2016
~~DEVELOPMENT GUIDE – Amended through January, 2016~~

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GENERAL PROVISIONS:

I. PURPOSE:

The purpose of the EastMain Planned Development Guide (hereinafter referred to as “Development Guide”) is to implement the EastMain Vision Plan through establishing standards for the orderly development and improvement of the property. The Development Guide will provide opportunities for innovative design, support implementation by the private and public sectors and incorporate a blend of amenities and activities that will increase vitality and energy to the area.

II. INTENT:

It is the intent of this Development Guide to reflect the following Vision and Development Principles of the EastMain Vision Plan:

Vision: *By 2020 the EastMain site will be an integrated component of our Old Town serving as a desirable destination for a wide range of year round activities. The residents of the Denver Region will recognize EastMain as a defining place and part of the Old Town District through conversation, images, social media and the internet.*

Development Principles:

Sense of Place

- Recognized as a distinctive and recognizable destination within the Denver area
- Includes innovative design features and place making techniques that reflect a unique and local culture
 - Public Art
 - Architecture
 - Landscaping
- Creates an element of identity and a gateway into the Old Town through art, architecture and landscape design
- Continuous activity throughout the day and year round
- Expands the vitality of Parker’s Old Town
- Capitalizes on the sites location within the Old Town and the Creative District and enhances the experience of visitors to the District

High Quality Mixed Use Development

- Includes higher (comparatively) residential and employment density to create the needed critical mass to ensure a successful place
- Has vertically mixed uses including retail and restaurants on the first floor
- Activates Mainstreet and the interior roadway (PACE Center Drive extension)
- Has a balanced parking solution

Connected

- Encourages walkability and bikeability

- Enhanced and interconnected bike and pedestrian ways through the site and to external destinations;
- Activated sidewalks through streetscape, architecture, land uses and patio areas.
- Promote the public's health, happiness and wellbeing.
- Strengthens links to surrounding uses including the PACE Center, Town Hall site and developed Old Town area
- Leverages public investment (existing and planned) including the PACE Center, park/plaza and the library

III. APPLICATION:

This Development Guide shall apply to all land known as the EastMain Planned Development and as illustrated on the Development Plan. All Section references, unless otherwise stated, shall apply to Sections in this Development Guide.

IV. CONTROL:

After the adoption of this Development Guide by the Town Council of the Town of Parker subject to the provisions of Section 13.04.230 (Non-Conforming Situations), these Development Standards in conjunction with the Town of Parker Land Development Ordinance shall control development, land use, the location and bulk of all buildings and other structures, existing and future, shall be in conformity with:

- A. Any new building or other structure, and any parcel of land, or land use; and
- B. The use of any existing building, other structure or parcel of land may be changed or extended; and
- C. Any existing building or other structure may be enlarged, reconstructed, structurally altered, converted or relocated provided changes are in accordance with this Development Guide and the Development Plan
- D. All standards and requirements set forth or referred to in the standards and requirements for the area in which such buildings and other structures are located; and
- E. Any other applicable standards and requirements of this Development Guide.

V. INCORPORATION OF DEVELOPMENT PLAN:

The EastMain development, including the type, location and boundaries of land use areas are shown upon the "EastMain Development Plan" (hereinafter referred to as "Development Plan"), which Development Plan is hereby incorporated by reference into this Development Guide together with everything shown thereon and all amendments thereto.

VI. RELATIONSHIP TO THE TOWN OF PARKER LAND DEVELOPMENT ORDINANCE:

The provisions of this Development Guide shall prevail and govern the development of the EastMain Planned Development provided; however, where the provisions of the

Development Guide do not address a specific subject, the provisions of the Town of Parker Land Development Ordinance, as amended, or other applicable ordinances, resolutions or regulations of the Town of Parker shall prevail.

VII. DEFINITIONS:

The definitions of the Parker Land Development Ordinance, Section 13.02.010, shall apply unless otherwise addressed herein.

Active Personal Services means establishments primarily engaged in providing services involved in the care of a person, their property or apparel. For the purposes of this definition, such services shall be active in nature, consistent with the Mainstreet Master Plan and small-scale in size. Examples include but are not limited to barbershops, beauty salons, spas and fitness centers.

VII.VIII. CONFLICTS:

Where there is more than one provision within the Development Guide that covers the same subject matter, the provision which is most restrictive or imposes higher standards or requirements shall govern unless determined otherwise by the Community Development Director.

AUTHORITY

I. AUTHORITY

The authority for this PD Development Guide is Section 13.04.150 (PD-Planned Development) of the Town of Parker Land Development Ordinance.

II. ADOPTION:

The adoption of this Development Guide by ordinance shall evidence the findings and decisions of the Town of Parker Town Council that this Development Guide for the EastMain Planned Development is authorized by the provisions of Section 13.04.150 of the Town of Parker Land Development Ordinance.

III. ENFORCEMENT:

The provisions of the Development Guide relating to the use of land shall run in favor of the Town of Parker and shall be enforceable, at law or in equity, by the Town of Parker without any limitation on any power or authority otherwise granted by law. All provisions of this Development Guide shall run in favor of the residents, occupants and owners of the land within the EastMain Planned Development to the extent expressly provided in this Development Guide and in accordance with its terms and conditions.

SITE DEVELOPMENT PRINCIPALS

I. LANDSCAPING:

A. PURPOSE

Any development within the EastMain PD shall provide landscape improvements to achieve the following goals:

1. To create attractive, visually interesting and shaded environments.
2. To create continuity along streets, internal vehicular access drives and pedestrian routes.
3. To create public spaces that serves the community as alternative pedestrian circulation and pedestrian friendly destinations.

B. APPLICABILITY

All developments shall submit a landscaping plan evidencing compliance with this section. Where the provisions of this Development Guide do not address a specific subject, the provisions of the Town of Parker Land Development Ordinance, as amended, or other applicable ordinances, resolutions or regulations of the Town of Parker shall prevail.

C. LANDSCAPING REQUIRED

The following landscape requirements are required site wide. Additional landscape requirements may apply to each Planning Area.

There shall be no minimum landscape requirement for any development within the EastMain PD, except for the following requirements:

1. Streetscape landscaping;
2. Buffer landscaping; and
3. Parking lot internal landscaping.
4. Other Areas

1. STREETScape LANDSCAPING

Streetscape landscaping is intended to create a uniform landscape character from the street or right-of-way into the site and reinforce the pedestrian environment established along streets and internal vehicle access drives through the provision of shade buffering from automobile traffic and visual interest. All streetscape landscaping shall meet the following requirements.

- a. Streetscape landscaping shall be applied to all areas of the site which are adjacent to Pine Drive, Mainstreet, and the internal roadway.
- b. The amenity zone between Mainstreet and the clear walkway east of Pace Center Drive shall include:

- (1) No trees or groups of trees shall be farther apart than thirty (30) feet.
- (2) Raised planters or hedges to create a linear landscaped street wall between Mainstreet and the pedestrian zone.
- (3) Variations in planted materials and hardscape materials to create visual interest.
- (4) Street trees shall be planted as close to the edge of the street as possible.
- c. The amenity zone between Mainstreet and the clear walkway west of Pace Center Drive shall include:
 - (1) No trees or groups of trees shall be farther apart than thirty (30) feet and shall be located in tree grates unless otherwise approved by the Town.
 - (2) Street trees shall be planted as close to the edge of the street as possible.
 - (3) A combination of bike parking, benches and planters.
 - (4) Variations in planted materials and hardscape materials to create visual interest.
- d. The amenity zone between Pine Drive and the detached sidewalk shall include:
 - (1) No trees or groups of trees shall be farther apart than forty (40) feet
 - (2) Street trees shall be planted as close to the edge of the street as possible.
 - (3) Use hedges, bushes and other low plantings to enhance the landscape buffer between Pine Drive and the sidewalk.
 - (4) Variations in planted materials to create visual interest.
- e. The amenity zone adjacent to the internal road shall include:
 - (1) No trees or groups of trees shall be farther apart than thirty (30) feet.
 - (2) A combination of bike parking, benches and planters.
 - (3) Variations in planted materials and hardscape materials to create visual interest.
 - (4) Street trees shall be planted as close to the edge of the street as possible.
- f. All portions of the property between the edge of the street/road and the structure or parking lot shall be landscaped.
- g. Street trees do not count toward the minimum trees required per 1,500 square feet of landscape area.
- h. All street trees shall be deciduous shade trees and shall be between two-and-one-half-inch caliper and three-inch caliper.
- i. Trees shall be planted in straight alignment with the right-of-way.

2. BUFFER LANDSCAPING

Buffer landscaping shall be provided to buffer parking lots and structured parking from any public street.

- a. One (1) tree and five (5) shrubs shall be provided for each 30 lineal feet of edge.

- b. Of the amount of trees required, a minimum of forty percent (40%) and a maximum of sixty percent (60%) of the trees shall be evergreen to be consistent with the local ecology and provide year-round color.

3. PARKING LOT INTERNAL LANDSCAPING

Parking lot internal landscaping shall be provided within any parking lot provided within the EastMain PD. A minimum of five percent (5%) of the provided parking area (excluding structured parking) is required to be landscaped.

- a. Each landscape island shall be of sufficient size ~~to order~~ to break up the monotony of the parking area.
- b. A minimum of one (1) tree and five (5) shrubs shall be provided for each one hundred sixty-two (162) square feet of parking lot area.
- c. Shrubs and ground cover shall be planted at sufficient density to completely cover the landscaped area within five (5) years of initial planting.

4. OTHER AREAS LANDSCAPING

- a. A minimum of one (1) tree and five (5) shrubs shall be provided per 1,500 square feet of landscaped area. Street trees shall not be counted to satisfy the minimum requirements.
- b. All portions of the property that are not buildings, parking, sidewalks or other hardscape shall be landscaped in accordance with Town standards.

II. PARKING:

Off-street parking areas shall be well designed with regard to safety, efficiency and convenience for vehicles, bicycles and pedestrians. Parking should be considered and designed as accessory to the principal uses within the buildings served. The buildings and pedestrian environment shall be the focal point and the parking should be viewed as a necessary function in support of those activities. Parking within the EastMain PD shall meet the following requirements:

A. No parking lot shall be located along Mainstreet.

B. Minimum setbacks of parking lots:

- Pine Drive: 10'
- Internal roadways: 10'
- Adjacent to the west
- Property line adjacent to 10'
- Town & Country:

C. Maximum parking standards:

- Residential: 1.5 spaces per residential unit
- Non- Residential: 3 spaces per 1,000 square feet of floor area

Bonus: The Director of Community Development may approve a parking bonus based on the projects provision of public parking as follows:

Maximum parking may be increased by up to 8 percent if 25 or more public parking spaces are provided, 14 percent if 50 or more public spaces are provided or 20 percent if 75 public parking spaces are provided.

~~Maximum parking may be increased by 5 percent if 25 or more public parking spaces are provided, 10 percent if 50 or more public parking spaces are provided or 15 percent if 75 public parking spaces are provided~~

D. Public parking shall be the subject of a public access easement, public usage agreement or other instrument acceptable to the Town to ensure the right and continuity of public usage.

~~D.E.~~ Cross lot shared parking easements will be required for all privately owned parking areas.

~~E.F.~~ On street parking is currently located along Mainstreet and is required on the internal streets within the development of the site.

~~F.G.~~ Structured parking is encouraged in order to minimize the visual impact of parking as well as to maximize the development potential of the property.

~~G. A Use by Special Review may be considered for any use which proposes to construct parking in excess of the maximum parking requirement. In such case, the development shall prepare and submit a parking study which demonstrates the correlation between the supply of parking spaces for the proposed use with the historical calculated demand for parking spaces. The parking study may consider off site public parking as approved by the Town.~~

A. PARKING STRUCTURE DESIGN GUIDELINES:

1. Entrances shall be clearly identified and easily accessible.
2. Pedestrian entrances shall be located directly on a sidewalk.
3. Facades shall conceal or effectively minimize the impact of parked cars and light sources from the exterior view for the full height of the structure.
4. Openings shall be vertically and horizontally aligned.
5. Each building façade oriented to the street or public space shall include architectural variety and scale through the use of such elements as: expressions of building structure; patterns of windows, doors or other openings that provide surface variation through change in plane; change in color; change in texture; change in material module or pattern; art, signs or ornament integral with the building.
6. Parking structures shall incorporate architectural materials and details similar to adjacent buildings.
7. The incorporation of other uses at the ground (first) floor of the parking structure or wrapped around the parking structure is required where the structure fronts a public

street or right-of-way. Any use incorporated into the ground (first) floor of a parking structure shall be consistent with those uses permitted by right within the Planning Area.

III. CIRCULATION

- A. Circulation and adjacent rights of way will be designed in such a manner to reflect the Parker Transportation Master Plan recommendations, goals and strategies including a focus on the following 6 policies that the Plan establishes, as amended:
 1. *Integration* - Coordinate land use planning, transportation planning and management, economic initiatives and capital investments to result in a transportation system and land uses that support and enhance each other
 2. *Multi-Modal* - Provide a multi-modal transportation system that maximizes mode choice and mobility for all users
 3. *Interconnected* - Create an interconnected local and regional roadway network that provides efficient and convenient mobility and access
 4. *Design & Maintenance* - Plan, design, build and maintain a high-quality, cost-effective transportation system
 5. *Health* - Provide a transportation system that offers opportunities for physical activity and healthy lifestyles
 6. *Safety* - Plan, design and implement transportation infrastructure that affords safe travel for all users
- B. This site and adjoining rights of way will be designed using a Complete Streets philosophy that accommodates all modes and users.
- C. To the greatest extent possible, this site will include through local streets that allow for current and future connections with the goal of enhancing connectivity within the Downtown area.
- D. Vehicular, pedestrian and bicycle circulation will be designed in coordination to minimize conflicts between users.
- E. Vehicular circulation shall establish a logical pattern that facilitates simple, direct and fully interconnected access to public streets.
 1. Local streets shall have travel and parking lanes sufficiently narrow to slow traffic and allow trees to form a canopy over the street, while providing for access of automobiles and emergency and service vehicles.
 2. Mainstreet shall have on street parking west of the intersection with PACE Center Drive
 3. Traffic calming tools on Mainstreet adjacent to this site and at the intersection of PACE Center Drive and Mainstreet will be designed to ensure safe and comfortable pedestrian and bicycle movement and street crossings. Examples of traffic calming tools that may be appropriate, but should not be limited to, raised speed tables, colored and patterned crosswalks, lighting across the street and raised tree lawns.

- F. Pedestrian circulation shall establish a logical pattern that facilitates simple, direct and fully interconnected access to existing and planned public roads, trails, parks and on-site destinations.
 - 1. Where possible, the primary pedestrian path system shall coincide with the street system. Diagonal short cuts through parks, plazas and greens are an exception and encouraged.
 - 2. Where possible, pedestrian connections will be made to the adjoining Town and Country development to the west.
- G. Bicycle movement shall be facilitated on Mainstreet and Pine Drive through on street facilities for more confident riders and parallel wide sidewalks for families and other riders that do not feel comfortable riding on the road. The local interior road will be designed to consider bicycle use, though it will not be marked.
- H. Bicycle access shall provide a logical and direct connection from the Sulphur Gulch Regional Trail and adjacent public roads to the on-site bicycle parking areas.
- I. Bicycle access to on-site parking shall minimize conflicts with pedestrians and Park/Plaza users.

IV. INCENTIVES:

The use of LEED Silver and sustainable design measures are encouraged within all development at the site. If a construction of any structure within the EastMain Planned Development utilizes LEED Silver or another sustainable design measure, the following incentives will be considered:

- A. Increase in the maximum height by one floor or 15'
- B. Waiver of material and fenestration requirements where waivers relate to achieving LEED certification.
- C. Expedited land use review for proposals that conform to the adopted PD Guide.
- D. A density bonus of no greater than 15 percent beyond that which is permitted in conformance with the adopted PD Guide.

PLANNING AREA 1- LIBRARY

I. PURPOSE:

The purpose of the Library Planning Area is to provide for a new 21st Century Douglas County Library and accessory uses. This section establishes the standards for the development which will result in sound planning, design and development.

II. GATEWAY FEATURE:

The corner of Mainstreet and Pine Drive shall include a gateway feature that creates a sense of arrival to the EastMain site, Mainstreet Central Business District and the Old Town Creative District. The gateway feature shall be visually prominent and may incorporate public art, landscaping/lighting, signage and street furniture. The design shall be reviewed and approved by the Town of Parker.

III. USES PERMITTED BY RIGHT:

The following uses shall be permitted in the Library Planning Area as a matter of right:

- A. Public library
- B. Parking

IV. ACCESSORY USES:

Accessory uses shall be allowed which are approved by the Town of Parker Community Development Director. Such as, but not limited to:

- A. Accessory uses customarily incidental and subordinate to a public library
- B. Office
- C. Retail sales
- D. Restaurant (fast or sit down)
- E. Service window for drive-through, pick-up and drop-off.
- F. Outside public art including but not limited to statues and murals

V. SITE DESIGN:

A. SITE DEVELOPMENT:

Developments shall utilize creative, place-making, street sensitive site organization which activates the site increasing the vitality and energy of this area of Parker.

1. **Maximum Lot Size:** 3.5 acres
2. **Minimum Height:** 2 stories or 30'
3. **Maximum Height:** 5 stories or 70'
4. **Building Setbacks:**
 - a. Buildings shall be located within the building envelope depicted on the Development Plan.

- b. Buildings shall line a street at or near the right-of-way to the greatest extent possible.
- c. Maximum Setbacks:

Front (Mainstreet):	10'
Front (Pine Drive):	20'
Front (Internal Drives):	10'
Corner Mainstreet/Pine Drive:	25'
Rear:	None
Side:	None
- d. Cornices, canopies, eaves, fireplaces, wing walls or similar architectural features may extend into a required setback not more than five (5) feet.

B. BUILDING ORIENTATION:

1. A minimum of sixty-five percent (65%) of the entire exterior building facade shall front on Mainstreet.
2. Buildings should anchor the principal corner in which they are located.
3. Principal customer entrances shall be provided and directly accessible from Mainstreet.
4. Ground floor retail shall have direct pedestrian entries onto public streets, parks, or plazas. Primary building entries must be easily and directly accessible from Mainstreet and shall be either oriented to or easily visible from the street. The majority of the building's front façade should be oriented parallel to the street on which it fronts.
5. Building frontages and storefronts should be as continuous as possible along the Mainstreet.
6. Where a front setback landscape perimeter area occurs between a building frontage and a street right-of-way, it shall be designed to extend the pedestrian amenities of the street, such as increased walkway widths, areas for outdoor seating or temporary display of goods.
7. Buildings should be designed and sited to create active outdoor spaces.
8. Active interior areas shall face onto streets and sidewalks to enliven the street with activities and make safe, pleasing walking environments.
9. The configuration of building entrances and overall building form must establish a pedestrian oriented environment.
10. Buildings and landscape features should be oriented to frame views of buildings, parks and open space, PACE Center and the Mainstreet corridor.

C. PEDESTRIAN AND BICYCLE ACCESS:

1. Continuous pedestrian sidewalks, no less than 8 feet in width, shall be provided to all customer entrances, outdoor elements and adjacent developments.
2. All parking lots shall have pedestrian crosswalks that are distinguished from driving surfaces by differentiation in materials, texture and/or color.
3. Entrances shall be visible and accessible from pedestrian sidewalks.
4. Sidewalks along Mainstreet shall provide for a minimum width of eighteen (18) feet that include at least two (2) activity zones: an amenity or buffer zone where street trees, street and pedestrian lights, and other street furniture are located; and a walking zone with a minimum width of eight (8) feet, clear of obstructions.
5. Sidewalks along Pine Drive shall be detached with a minimum width of eight (8) feet, clear of obstructions. The tree lawn shall be a minimum of 8' wide with no trees or groups of trees spaced farther apart than 40 feet.
6. Where the development is adjacent to a park/plaza the design shall make seamless pedestrian connections to ensure the coherent movement of pedestrians and bikes between the development and the public space.
7. All crosswalks shall be clearly marked, establish pedestrian links and incorporate traffic calming elements such as, but not limited to, raised tables, in street yield to pedestrian signage and enhanced striping.
8. Development shall incorporate amenities for pedestrians and bicyclists including, but not limited to, furniture, seating, and bicycle parking.

D. SCREENING:

1. Loading docks, drive through service windows, drop off facilities, trash enclosures, utility meters and utility equipment shall be screened and fully integrated into the overall design of the building and landscaping.
2. All elements which are required to be screened shall not be located within the front or side yard when the building fronts onto Mainstreet.
3. All rooftop mechanical equipment and vents greater than eight (8) inches in diameter shall be screened. Screening may be done either with an extended parapet wall or a free-standing screen wall of a material and color matching the existing building. Screens shall be at least as tall as the equipment they hide.

VI. ARCHITECTURAL STANDARDS

A. ARCHITECTURAL ELEMENTS:

1. Buildings should incorporated enhanced architecture consistent with the importance and high visibility of the buildings location, establishing a gateway presence at the corner of Mainstreet and Pine Drive.

2. Buildings shall incorporate contemporary/modern design using the PACE Center as a reference.
3. Ground floor uses and architecture should activate the site as well as Mainstreet
4. Buildings shall be designed to relate directly to and reinforce the pedestrian scale and quality of street, civic, and open spaces.
5. No less than 50% of the first floor shall consist of transparent glass material on facades facing Mainstreet, internal public streets and the park/plaza area to create a sense of permeability and human scale between the internal activity and the pedestrian activity along Mainstreet and other public spaces within and abutting the site.
6. Architecture should be reflective of the libraries role as a public centerpiece to the site and community. Architectural design should balance current architectural styles with the long term role of this building. Designs should be rich in detail, material, texture, workmanship and color.
7. Architectural details and materials shall be applied to all sides of a structure to create a 360 degree building. The use of reverse frontage design along Mainstreet and Pine Drive shall be prohibited.
8. Building facades in excess of 50 feet shall be articulated every 25 to 40 feet. Articulation may be achieved by changes in the wall plane greater than 3', building columns (structural and/or ornamental), window walls and other architectural elements.
9. The primary entrance shall be clearly identified through the use of architectural design, lighting, materials, urban design and signage.

B. BUILDING MATERIALS:

1. Exterior materials shall present an image of civic engagement, high quality and permanence including but not limited to brick, stone, architectural metal and glass.
2. Reflective glass whose percentage of outdoor, visible light reflectivity is greater than 19% or having a transmittance factor of less than 60% shall not be used. Reflective glazing shall be permissible for limited detail and aesthetic effects. Glazing within a facade, which adjoins a public street, pedestrian walk, or bikeway, should be generally transparent as viewed from the exterior during daylight hours.
3. Exterior building materials shall not include the following: split shakes, block, painted concrete block, tilt-up concrete panels, corrugated metal siding, smooth-faced gray concrete block, EIFS, quick brick or CMU.
4. Plastic and back-lit awnings are prohibited.

C. COLORS:

1. Intense, bright, black or fluorescent colors shall not be used as the predominant color on any wall or roof of any primary or accessory structure.

D. ROOFING:

1. Buildings shall have distinctive roof profiles, colors and provide a variation in roof lines and forms.
2. Roof forms shall be designed to correspond and denote building elements and functions such as entrances and arcades.
3. Visible roof surfaces shall be made of durable materials such as clay or concrete tile, tern metal, copper, slate or other prefinished architectural metal.
4. Flat roofs shall include a substantial number of ornamental elements. Such elements shall include, but not be limited to: peaked or sloped façade elements, cornices, and/or vertical parapets when facing all street sides, parking lots, internal vehicular and pedestrian access routes and pedestrian corridors.

A. SITE SPECIFIC LANDSCAPING

Landscaping within the Library Planning Area shall include the following elements in addition to the landscaping requirements outlined within the Site Development Principals section of this development guide:

1. Landscape Transition Areas:

Landscaped transition areas are those areas which are located between the Library Planning Area and Park/Plaza Planning Area. Within the landscape transition area, any landscaping or hardscape shall provide a fluid transition between properties/uses.

PLANNING AREA 2- PARK/PLAZA AREA

I. PURPOSE:

The purpose of the Park/Plaza Planning Area is to provide for a new four (4) season destination park containing a plaza, lawn and amenities for active and passive recreational use. This section establishes the standards for the development which will create a park/plaza that has the fundamental features for livable and enjoyable neighborhoods.

II. USES PERMITTED BY RIGHT:

The following uses shall be permitted in the Park/Plaza Planning Area as a matter of right:

- A. Public park, plaza, commons and related amenities
- B. Public art including but not limited to statues and murals

III. ACCESSORY USES:

Accessory uses shall be allowed which are approved by the Town of Parker Community Development Director. These may include Such as, but are not limited to:

- A. Accessory uses customarily incidental and subordinate to a public park/plaza
- B. Retail sales- not to exceed 1,000 square feet in size
- C. Food trucks, vendor stands and commercial kiosks
- ~~C.~~ D. Temporary and seasonal events, festivals and performances

IV. SITE DESIGN:

A. SITE DEVELOPMENT:

The park/plaza will be a recreational centerpiece and gathering place in the community and should be designed to be adaptable to many users/groups and accommodate such uses as ice skating, fairs/markets, public art, music performances as well as casual activities, people watching, children's play and special programs.

1. **Minimum Lot Size:** 1.5 acres or as determined through the Site Plan process
2. **Maximum Height:** 40'
3. **Minimum Building Setbacks:** Administrative determination ~~510'~~ to all property lines and/or street rights-of-way

V. ARCHITECTURAL STANDARDS

- A. Architecture should be complementary to the existing and proposed facilities surrounding the site.
- B. Buildings shall incorporate high quality architectural and urban design commensurate with the park/plaza status as an anchor for eastern Mainstreet and destination facility. Buildings shall be of a caliber equal to the library and complement the design intent of the PACE Center.

PLANNING AREA 3- MIXED USE

I. PURPOSE:

The Mixed Use Planning Area provides the opportunity for vertical mixed uses adjacent to Mainstreet. The development of the site will include a blend of amenities and activities that will increase vitality and energy to the area. Development should include vertically mixed use with retail and restaurant uses on the ground floor to activate the pedestrian environment and other uses such as multi-family residential, office, hotel and other appropriate commercial uses on the upper floors. Though vertically mixed use is preferred throughout the site, other uses not located adjacent to Mainstreet or across from the park may be appropriate for single use (i.e. office, hotel, etc.) buildings.

II. GROUND (FIRST) FLOOR ADJACENT TO MAINSTREET USES PERMITTED BY RIGHT:

The following uses shall be permitted in the Mixed Use Planning Area as a matter of right on the ground (first) floor adjacent to Mainstreet:

- A. Retail
- B. Restaurant (quick serve or full service)
- C. Bar/lounge
- ~~D. Personal Service Establishments~~
- E.D. Brewery, distillery and/or winery with a restaurant or tasting room
- E. Studio/gallery
- F. Active commercial uses consistent with the Mainstreet Master Plan as determined by the Community Development Director

III. GROUND (FIRST) FLOOR NOT ADJACENT TO MAINSTREET USES PERMITTED BY RIGHT:

The following uses shall be permitted in the Mixed Use Planning Area as a matter of right on the ground (first) floor not adjacent to Mainstreet:

- A. Retail
- B. Office
- C. Restaurant (quick serve or full service)
- D. Bar/lounge
- E. Night Club
- F. Active Personal Service Establishments
- G. Banks, credit unions and other chartered/licensed financial institutions
- H. Brewery, distillery and/or winery with a restaurant or tasting room
- I. Studio/gallery
- J. Hotel
- K. Multi-family residential use when located at least 150 feet from Mainstreet as measured from right-of-way line ~~subject to Section IV herein~~

J.L. Active commercial uses consistent with the Mainstreet Master Plan as determined by the Community Development Director

**IV. GROUND (FIRST) FLOOR NOT ADJACENT TO MAINSTREET
USE BY SPECIAL REVIEW**

The following uses shall require a Use by Special Review in the Mixed Use Planning Area on the ground (first) floor not adjacent to Mainstreet:

A. Multi-fFamily rResidential use where located less than 150-feet from Mainstreet as measured from right-of-way line

A.B. Reserve

~~A Use by Special Review for Multi-Family Residential may considered as a ground floor use when the structure is not adjacent to Mainstreet or at least a minimum of 300 feet north of the Mainstreet right-of-way.~~

**V. UPPER FLOORS
USES PERMITTED BY RIGHT:**

The following uses shall be permitted in the Mixed Use Planning Area as a matter of right on floors above the ground (first) floor:

- A. Retail
- B. Office
- C. Restaurant (quick serve or full service)
- D. Bar/lounge
- E. Night Club
- F. Personal Service Establishments
- G. Banks, credit unions and other chartered/licensed financial institutions
- H. Brewery, distillery and/or winery with a restaurant or tasting room
- I. Studio/gallery
- J. Hotel
- K. Multi-family residential

VI. PROHIBITED USES:

The following uses are prohibited within the Mixed Use Planning Area:

A. Drive through establishments or facilities including restaurants

A.B. Auto-oriented uses of all kinds

VII. SITE DESIGN:

A. SITE DEVELOPMENT:

Developments shall utilize creative, place-making, street sensitive site organization which includes a blend of amenities and activities that will increase vitality and energy to the area.

1. **Minimum Lot Size:** 1 acre
2. **Minimum Height:** 2 stories or 30'
3. **Maximum Height:** 5 stories or 75'
4. **Building Setbacks:**
 - a. Buildings shall front a street at or near the public right-of-way to the greatest extent possible.
 - b. Maximum Setbacks:

Front (Mainstreet):	120'
Front (Internal Roads):	120'
Front (Pine Drive):	20'
Rear:	None
Side:	None
 - c. Minimum Setback from West property line: 10'
 - d. Buffer to West Property Line: 10'
 - e. Cornices, canopies, eaves, fireplaces, wing walls or similar architectural features may extend into a required setback not more than five (5) feet.
5. **Minimum Residential Density:** 20 d.u./acre

B. BUILDING ORIENTATION:

1. Buildings shall orient front facades and main entries towards Mainstreet, internal public streets and the park/plaza.
2. The minimum of sixty-five percent (65%) of the entire exterior building façade shall be oriented parallel to the street on which it fronts.
3. Where a front setback landscape perimeter area occurs between a building frontage and a street right-of-way, it shall be designed to extend the pedestrian amenities of the street, such as increased walkway widths, areas for outdoor seating or temporary display of goods.

4. Buildings should be sited to create active outdoor spaces such as plazas, outdoor cafes, space for sidewalk retail sales and rooftop terraces.
5. Active interior areas shall face onto streets and sidewalks to enliven the street with activities and enhance the walking environment.
6. The configuration of building entrances and overall building form shall establish a pedestrian oriented environment through window fenestration, pedestrian scale materials, architectural character and relationship to the sidewalk/street.
7. Buildings and landscape features should be oriented to frame views of buildings, parks and open space, the PACE Center and the Mainstreet corridor.

C. PEDESTRIAN ACCESS:

1. Continuous pedestrian sidewalks, no less than 8 feet in width, shall be provided to all customer entrances, outdoor elements and adjacent developments.
2. All parking lots shall have pedestrian crosswalks that are distinguished from driving surfaces.
3. Entrances shall be visible and accessible from pedestrian sidewalks.
4. Sidewalks along Mainstreet and along any interior roadway shall provide for a minimum width of eighteen (18) feet that include at least two (2) activity zones: an amenity or buffer zone where street trees, street and pedestrian lights, and other street furniture are located; and a walking zone with a minimum width of eight (8) feet, clear of obstructions.
5. Where the development is adjacent to a park/plaza the design shall make seamless pedestrian connections to ensure the coherent movement of pedestrians and bikes between the development and the public space.
6. All crosswalks shall be clearly marked, establish pedestrian links and incorporate traffic calming elements such as, but not limited to, raised tables, in street yield to pedestrian signage and enhanced striping.
7. Development shall incorporate amenities for pedestrians and bicyclists including, but not limited to, furniture, seating, and bicycle parking.

D. SCREENING:

1. Loading docks, drop off facilities, trash enclosures, utility meters and utility equipment shall be screened and fully integrated into the overall design of the building and landscaping.
2. All elements which are required to be screened shall not be located within the front or side yard when the building fronts onto Mainstreet.
3. All rooftop mechanical equipment and vents greater than eight (8) inches in diameter shall be screened. Screening may be done either with an extended parapet wall or a

free-standing screen wall of a material and color matching the existing building. Screens shall be at least as tall as the equipment they hide.

VIII. ARCHITECTURAL STANDARDS

B. ARCHITECTURAL ELEMENTS:

1. All facades fronting on Mainstreet or the park/plaza shall include a minimum of 70% window to wall ratio (void to solid) for the first floor exterior facing wall to create a sense of permeability and human scale between the internal activity and exterior activity.
2. Buildings should incorporate enhanced architecture consistent with the importance and high visibility of the buildings location, establishing a gateway presence. Designs should be rich in detail, material, texture, craft and color.
3. Buildings shall incorporate contemporary/modern design using the PACE Center as a reference.
4. Ground floor uses and architecture should activate the site as well as Mainstreet.
5. Buildings shall be designed to relate directly to and reinforce the pedestrian scale and quality of street, civic, and open spaces.
6. All facades fronting on a street, the park/plaza or public parking area shall include architectural details applied to all sides of a structure to create a 360 degree building.
7. Building facades in excess of 50 feet shall be articulated every 25 to 40 feet. Articulation may be achieved by changes in the wall plane greater than 3', building columns (structural and/or ornamental), window walls and other architectural elements.
8. The primary entrance shall be clearly identified through the use of awnings, change in roofline or other architectural element.

C. BUILDING MATERIALS:

1. Exterior materials shall present an image of civic engagement, high quality and permanence including but not limited to brick, stone, architectural metal and glass.
2. Reflective glass whose percentage of outdoor, visible light reflectivity is greater than 19% or having a transmittance factor of less than 60% shall not be used. Reflective glazing shall be permissible for limited detail and aesthetic effects. Glazing within a facade, which adjoins a public street, pedestrian walk, or bikeway, should be generally transparent as viewed from the exterior during daylight hours.
3. Exterior building materials shall not include the following: split shakes, corrugated metal, smooth-faced gray concrete block, quick brick or CMU.
4. EIFS shall not be used on the ground (first) floor of any building or on principal elevations that front a street or park/plaza.

5. EIFS may be used on secondary elevations up to a maximum of 20% of the façade.
6. Plastic and back-lit awnings are prohibited.

D. COLORS:

1. Intense, bright, black or fluorescent colors shall not be used as the predominant color on any wall or roof of any primary or accessory structure.

E. ROOFING:

1. The use of a flat roof design and its architectural variants is encouraged while hip, gambrel and mansard roof designs shall be prohibited.
2. Buildings shall have distinctive roof profiles, colors and provide a variation in roof lines and forms.
3. Roof forms shall be designed to correspond and denote building elements and functions such as entrances and arcades.
4. Visible roof surfaces shall be made of durable materials such as clay or concrete tile, tern metal, copper, slate or other prefinished architectural metal.

F. SITE SPECIFIC LANDSCAPING

Landscaping within the Mixed Use Planning Area shall include the following elements in addition to the landscaping requirements outlined within the Site Development Principals section of this development guide:

1. Landscaped Pedestrian Corridors:

Landscaped pedestrian corridors shall be provided across lots to connect buildings and parking lots. The landscape pedestrian corridors shall incorporate both landscape materials and a pedestrian walkway.

- a. All buildings and parking lots within the Mixed Use Planning Area shall be connected by a landscaped pedestrian corridor.
- b. Ground cover can include both living and non-living landscaping.
- c. A minimum of one (1) tree and five (5) shrubs shall be required per 1,500 square feet of landscape area.
- d. A minimum of an eight (8) foot wide pedestrian path shall be included within all pedestrian corridors.

2. Buffer Landscaping:

Buffer landscaping shall be provided to buffer parking lots and structured parking from the existing residential (Town and Country).

- a. One (1) tree and five (5) shrubs shall be provided for each 30 lineal feet of edge.

- b. Of the amount of trees required, a minimum of forty percent (40%) and a maximum of sixty percent (60%) of the trees shall be evergreen to be consistent with the local ecology and provide year-round color.
- c. The buffer shall include either plant material or a screening wall a minimum of four (4) feet in height intended to buffer the view of parked cars and reduce the impact of headlights. The screening shall run the entire length of the parking lot.



ITEM NO: 61
DATE: 03/21/2016

REQUEST FOR TOWN COUNCIL ACTION

TITLE: RESOLUTION NO. 16-016 – A Resolution to Allow a Partial Waiver of Section 13.09.060 (Schedule 13.09.060C) of the Parker Municipal Code for Certain Businesses for Parker Days, Trick or Treat on Mainstreet, and the Parker Christmas Carriage Parade

- | | |
|---|--|
| <input type="checkbox"/> PUBLIC HEARING | <input type="checkbox"/> ORDINANCE FOR 1 ST READING |
| <input type="checkbox"/> CONTRACT | <input type="checkbox"/> ORDINANCE FOR 2 ND READING |
| <input type="checkbox"/> MOTION | <input checked="" type="checkbox"/> RESOLUTION |



Elise Penington, Communications Director



G. Randolph Young, Town Administrator

ISSUE:

During the annual Parker Days Festival, Trick or Treat on Mainstreet, and the Parker Christmas Carriage Parade, downtown Parker street closures result in limited access to businesses located in this area. To accommodate for this inconvenience, the Town relaxes the sign code each year during these events to encourage patronage of these businesses during the street closures.

PRIOR ACTION:

None

FUNDING/BUDGET IMPACT:

None

BACKGROUND:

The Parker Chamber of Commerce, Cherry Creek Valley Rotary Club and Town staff request that the Town Council allow certain businesses located adjacent to streets that will be closed or have limited access due to downtown events to display additional signage during those events. The sign code waiver would be in place from 5 p.m. on June 8, 2016 through midnight on June 13, 2016 for Parker Days; from 5 p.m. on October 14, 2016 through midnight on November 1, 2016 for Trick or Treat on Mainstreet; and from 5 p.m. on December 9, 2016 through midnight on December 11, 2016 for the Parker Christmas Carriage Parade. In order to allow the additional display of signage, the Town Council needs to approve a partial waiver of the sign code. The attached resolution would allow unlimited on-site window signs and one banner sign not to exceed twenty (20) square feet for eligible businesses during the dates above.

RECOMMENDATION:

Approve

PREPARED/REVIEWED BY:

James S. Maloney, Town Attorney; Elise Penington, Communications Director; Steve Greer, Deputy Community Development Director

ATTACHMENTS:

Resolution No. 16-016

RECOMMENDED MOTION:

"I move to approve Resolution No. 16-016, as a part of the consent agenda."

RESOLUTION NO. 16-016, Series of 2016

TITLE: A RESOLUTION TO ALLOW A PARTIAL WAIVER OF SECTION 13.09.060 (SCHEDULE 13.09.060C) OF THE PARKER MUNICIPAL CODE FOR CERTAIN BUSINESSES FOR PARKER DAYS, TRICK OR TREAT ON MAINSTREET, AND THE PARKER CHRISTMAS CARRIAGE PARADE

WHEREAS, Parker Days is scheduled for June 9, 10, 11 and 12, 2016;

WHEREAS, Trick or Treat on Mainstreet is scheduled for October 31, 2016;

WHEREAS, the Parker Christmas Carriage Parade is scheduled for December 10, 2016;

WHEREAS, certain streets will be closed or access will be limited during Parker Days, Trick or Treat on Mainstreet, and the Parker Christmas Carriage Parade;

WHEREAS, certain businesses located adjacent to the streets that will be closed or subject to limited access desire to display additional signage beyond what is permitted during Parker Days, Trick or Treat on Mainstreet, and the Parker Christmas Carriage Parade;

WHEREAS, Section 13.01.100 of the Parker Municipal Code provides that the Town may authorize waivers to the Parker Land Development Ordinance "if it is deemed by the Town Council to be in the public interest and does not impair the intent and purposes of this Title;"

WHEREAS, a partial waiver of Section 13.09.060(7) and (8) (Schedule 13.09.060C) of the Parker Municipal Code will allow certain businesses to display additional signage to the extent provided in this Resolution to increase their visibility to the public while certain streets are closed or access is limited during Parker Days, Trick or Treat on Mainstreet, and the Parker Christmas Carriage Parade; and

WHEREAS, the Town Council desires to grant a partial waiver, to the extent provided below.

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

Section 1. The Town Council authorizes a partial waiver to Section 13.09.060(7) and (8) (Schedule 13.09.060C) of the Parker Municipal Code, subject to the following conditions:

(a) This partial waiver is limited to those businesses located within the area described in **Exhibit A**, which is attached hereto and incorporated by this reference (the "Affected Businesses");

(b) This partial waiver is limited to the display of additional temporary signage on the same site as the Affected Businesses displaying the additional temporary signage;

(c) Each Affected Business is allowed unlimited window signs, as that term is defined in the Parker Municipal Code;

(d) Each Affected Business is allowed a banner, not to exceed twenty (20) square feet;

(e) This partial waiver does not authorize pedestrian signs or sandwich board signs of any type or material;

(f) For Parker Days, the duration of this partial waiver is from 5:00 p.m. on Wednesday, June 8, 2016, through 12:00 midnight on Monday, June 13, 2016.

(g) For Trick or Treat on Mainstreet, the duration of this partial waiver is from 5:00 p.m. on Friday, October 14, 2016, through 12:00 midnight on Tuesday, November 1, 2016.

(h) For the Parker Christmas Carriage Parade, the duration of this partial waiver is from 5:00 p.m. on Friday, December 9, 2016, through 12:00 midnight on Sunday, December 11, 2016.

RESOLVED AND PASSED this _____ day of _____, 2016.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

EXHIBIT A





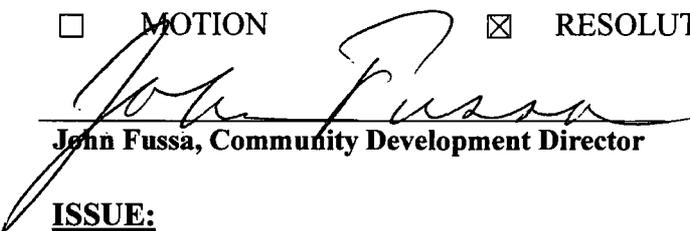
PARKER
C O L O R A D O

ITEM NO: 6J
DATE: 03/21/2016

REQUEST FOR TOWN COUNCIL ACTION

TITLE: RESOLUTION NO. 16-017: A Resolution to Determine that the Newlin Crossing Property Annexation Petition Substantially Complies with the Requirements of the Annexation Act of 1965 and to Set a Public Hearing for May 16, 2016

- | | |
|---|--|
| <input type="checkbox"/> PUBLIC HEARING | <input type="checkbox"/> ORDINANCE FOR 1 ST READING |
| <input type="checkbox"/> CONTRACT | <input type="checkbox"/> ORDINANCE FOR 2 ND READING |
| <input type="checkbox"/> MOTION | <input checked="" type="checkbox"/> RESOLUTION |


John Fussa, Community Development Director


G. Randolph Young, Town Administrator

ISSUE:

The applicant, 98 West Parker Ltd, is proposing to annex and zone 94 acres currently located within Douglas County into the Town of Parker. The property is located at the northeast corner of Chambers Road and Mainstreet. The property is currently vacant and undeveloped, but is within the Town's Urban Growth Boundary.

PRIOR ACTION:

None

FUNDING/BUDGET IMPACT:

None

BACKGROUND:

The property has sufficient contiguity with the Town's incorporated boundary to meet statutory annexation requirements. The Master Plan describes this area as Medium Density Residential with a Neighborhood Center overlay for the intersection of Chambers Road and Mainstreet which allows for commercial uses.

Approval of the resolution will set a public hearing date for May 16, 2016 and initiate the State regulated public notice procedures. These procedures include publishing a public notice in the newspaper for five consecutive weeks and mailing registered public notices to the special districts 25 days prior to the public hearing.

On May 2, 2016, the ordinances for annexation and zoning will be on the Town Council consent agenda for first reading.

RECOMMENDATION:

Staff recommends that Town Council approve Resolution No. 16-017. The Planning Commission will make a recommendation to Town Council on May 12, 2016.

PREPARED/REVIEWED BY:

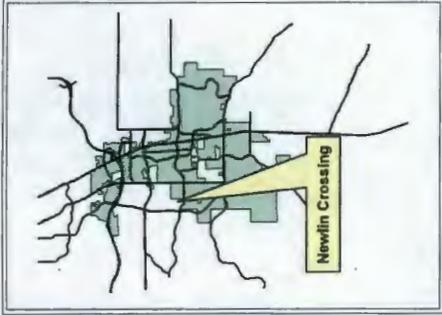
Patrick Mulready, Senior Planner; Steve Greer, Deputy Community Development Director; John Fussa, Community Development Director; James S. Maloney, Town Attorney

ATTACHMENTS:

1. Vicinity Map
2. Resolution No. 16-017

RECOMMENDED MOTION:

"I move to approve Resolution No. 16-017 as a part of the consent agenda."



Legend

- Town Boundary
- Site
- Roads

Narrative:
Applicant seeks to annex a 94 acre parcel located at the northeast corner of Mainstreet and Chambers Road, and zone this it PD - Planned Development.

Planner: Patrick Mulready
Hearing Schedules:
Planning Commission: May 12, 2016
Town Council: May 16, 2016



RESOLUTION NO. 16-017, Series of 2016

TITLE: A RESOLUTION TO DETERMINE THAT THE NEWLIN CROSSING PROPERTY ANNEXATION PETITION SUBSTANTIALLY COMPLIES WITH THE REQUIREMENTS OF THE ANNEXATION ACT OF 1965 AND TO SET A PUBLIC HEARING DATE FOR MAY 16, 2016

WHEREAS, the Petitioner owns certain real property in Douglas County commonly known as the Newlin Crossing property, which is described on attached **Exhibit A**.

WHEREAS, pursuant to C.R.S. § 31-12-107, this Town Council, sitting as the governing body of the Town of Parker, Colorado, hereby determines that the proposed annexation of the real property described in Exhibit A is in substantial compliance with C.R.S. § 31-12-107(1); and

WHEREAS, the Town Council of the Town of Parker, Colorado, has satisfied itself concerning the substantial compliance for the proposed annexation to and by the Town of Parker, Colorado.

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

Section 1. The proposed annexation of the real property described in Exhibit A substantially complies with C.R.S. § 31-12-107(1).

Section 2. A public hearing on said annexation will be conducted on May 16, 2016, 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 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 living within the area proposed to be annexed, any landowner of lands thereof, any resident of the municipality to which the area is proposed to be annexed, any municipality located within one mile of the proposed annexation, or the Board of County Commissioners of Douglas County, may appear at such hearing and present evidence upon any matter to be determined by the Town Council.

RESOLVED AND PASSED this _____ day of _____, 2016.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

EXHIBIT A

LEGAL DESCRIPTION – 98 PARKER PROPERTY TRACT

A TRACT OF LAND SITUATED IN THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID NORTHWEST 1/4 OF SECTION 20, SAID POINT BEING THE POINT OF BEGINNING, AND CONSIDERING THE WEST LINE OF THE NORTHWEST 1/4 TO BEAR NORTH $00^{\circ}30'38''$ WEST WITH ALL BEARINGS HEREIN REFERENCED THERETO; THENCE NORTH $89^{\circ}38'14''$ EAST ALONG THE NORTH LINE OF SAID NORTHWEST 1/4 A DISTANCE OF 2005.47 FEET TO THE NORTHWEST CORNER OF THAT TRACT OF LAND DESCRIBED IN BOOK 274, PAGE 743 OF THE DOUGLAS COUNTY RECORDS;

THENCE SOUTH $00^{\circ}17'05''$ EAST PARALLEL WITH THE EAST LINE OF SAID NORTHWEST 1/4 A DISTANCE OF 1292.00 FEET TO THE SOUTHWEST CORNER OF THAT TRACT OF LAND DESCRIBED IN BOOK 274, PAGE 743 AND TO THE NORTHEAST CORNER OF THAT TRACT OF LAND DESCRIBED IN BOOK 145, PAGE 480 OF THE DOUGLAS COUNTY RECORDS;

THENCE SOUTH $89^{\circ}38'14''$ WEST A DISTANCE OF 130.00 FEET TO THE NORTHWEST CORNER OF THAT TRACT OF LAND DESCRIBED IN BOOK 145, PAGE 480;

THENCE SOUTH $16^{\circ}27'41''$ WEST A DISTANCE OF 1355.59 FEET TO A NON-TANGENT CURVE ON THE NORTH RIGHT-OF-WAY LINE OF WEST MAIN STREET (FORMERLY WEST PARKER ROAD) BEING THE SOUTHERLY CORNER OF THAT TRACT OF LAND DESCRIBED AT RECEPTION NUMBER 2006048258 OF THE DOUGLAS COUNTY RECORDS;

THENCE ALONG THE FOLLOWING FOUR (4) COURSES ALONG THE NORTHERLY LINE OF WEST MAIN STREET;

1. THENCE NORTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1140.00 FEET, THE CHORD OF WHICH BEARS NORTH $62^{\circ}40'26''$ WEST 593.70 FEET, A CENTRAL ANGLE OF $30^{\circ}11'13''$, AN DISTANCE OF 600.62 FEET TO A POINT OF TANGENCY;
2. THENCE NORTH $47^{\circ}34'49''$ WEST A DISTANCE OF 258.90 FEET TO A POINT OF TANGENT CURVE;
3. THENCE ALONG A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1260.00 FEET, A CENTRAL ANGLE OF $28^{\circ}54'39''$, AN ARC DISTANCE OF 635.78 FEET TO A POINT OF NON-TANGENCY;
4. THENCE NORTH $48^{\circ}29'16''$ WEST A DISTANCE OF 278.85 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 20;

THENCE NORTH $00^{\circ}30'38''$ WEST ALONG THE WEST LINE OF SAID NORTHWEST 1/4, A DISTANCE OF 1653.22 FEET TO THE POINT OF BEGINNING.

TRACT OF LAND CONTAINS 4,108,439 SQUARE FEET OR 94.317 ACRES MORE OR LESS.

JOHN A. MALLEY, JR.
COLORADO PROFESSIONAL LAND SURVEYOR P.L.S. 27935
FOR AND ON BEHALF OF LINEAR SIGHT, INC.

LEGAL DESCRIPTION – CHAMBERS TRACT

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 19, WHENCE THE EAST QUARTER CORNER OF SAID SECTION 19 BEARS SOUTH $00^{\circ}30'38''$ EAST, A DISTANCE OF 2696.41 FEET WITH ALL BEARINGS HEREON REFERENCED THERETO;

THENCE ALONG THE EASTERLY LINE OF SAID NORTHEAST QUARTER SOUTH $00^{\circ}30'38''$ EAST, A DISTANCE OF 1652.17 FEET TO THE NORTHERLY LINE OF WEST MAIN STREET;

THENCE NORTH $50^{\circ}51'11''$ WEST ALONG THE NORTH LINE OF WEST MAIN STREET A DISTANCE OF 247.35 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SOUTH CHAMBERS STREET RECORDED AT RECEPTION NO. 2005052742 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE;

THENCE ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SOUTH CHAMBERS STREET THE FOLLOWING (3) COURSES.

1. NORTH $03^{\circ}05'39''$ EAST, A DISTANCE OF 675.51 FEET THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 10080.00 FEET;
2. NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $03^{\circ}46'49''$, AN ARC LENGTH OF 665.06 FEET;
3. TANGENT TO SAID CURVE NORTH $00^{\circ}41'10''$ WEST, A DISTANCE OF 152.92 FEET TO THE NORTH LINE OF SAID NORTHEAST QUARTER;

THENCE ALONG SAID NORTH LINE NORTH $88^{\circ}20'35''$ EAST, A DISTANCE OF 128.56 FEET TO THE POINT OF BEGINNING.

TRACT OF LAND CONTAINS 238,176 SQUARE FEET OR 5.468 ACRES MORE OR LESS.

LEGAL DESCRIPTION – TRACT A

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 19 AND NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 19, AND CONSIDERING THE EAST LINE OF NORTHEAST QUARTER OF SAID SECTION 19 TO BEAR SOUTH 00°30'38" EAST WITH ALL BEARINGS HEREIN REFERENCED THERETO, THENCE SOUTH 00°30'38" EAST A DISTANCE OF 1653.22 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 48°29'16" EAST, A DISTANCE OF 278.85 FEET;

THENCE SOUTH 13°30'32" WEST, A DISTANCE OF 5.24 FEET;

THENCE NORTH 78°45'29" WEST, A DISTANCE OF 97.71 FEET TO A POINT OF TANGENT CURVATURE;

THENCE ALONG A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 78.00 FEET, A CENTRAL ANGLE OF 10°30'25", AN ARC DISTANCE OF 14.30' TO A POINT OF TANGENCY;

THENCE NORTH 68°15'05" WEST, A DISTANCE OF 28.28 FEET TO A POINT OF TANGENT CURVATURE;

THENCE ALONG A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 121.42 FEET, A CENTRAL ANGLE OF 14°17'36", AN ARC DISTANCE OF 30.29 FEET TO A POINT OF TANGENCY;

THENCE NORTH 82°56'46" WEST, A DISTANCE OF 41.08 FEET;

THENCE NORTH 85°56'36" WEST, A DISTANCE OF 49.52 FEET;

THENCE NORTH 85°31'26" WEST, A DISTANCE OF 51.50 FEET;

THENCE SOUTH 87°22'52" WEST, A DISTANCE OF 20.43 FEET TO A POINT ON THE EAST LINE OF MERIDIAN INTERNATIONAL BUSINESS CENTER, FILING NO. 7 RECORDED IN THE DOUGLAS COUNTY CLERK AND RECORDERS RECORDS AT RECEPTION NO. 2005057700;

THENCE NORTHERLY AND NORTHWESTERLY ALONG THE EASTERLY AND NORTHEASTERLY LINES OF SAID MERIDIAN INTERNATIONAL BUSINESS CENTER, FILING NO. 7, THE FOLLOWING TWO (2) COURSES;

1. THENCE NORTH 01°14'43" WEST, A DISTANCE OF 151.86 FEET;

2. THENCE NORTH 51°09'43" WEST, A DISTANCE OF 91.14 FEET;

THENCE NORTH 03°05'39" EAST, A DISTANCE OF 55.19 FEET TO A POINT ON THE SOUTHERLY LINE OF THAT TRACT OF LAND RECORDED IN THE DOUGLAS COUNTY CLERK AND RECORDERS RECORDS AT RECEPTION NO. 2005052742;

THENCE SOUTH 50°51'11" WEST, A DISTANCE OF 247.35 FEET TO A POINT ON THE EAST LINE OF SAID NORTHEAST QUARTER OF SECTION 19;

THENCE SOUTH 00°30'38" EAST ALONG SAID EAST LINE A DISTANCE OF 1.05 FEET TO THE POINT OF BEGINNING.

TRACT OF LAND CONTAINS 42,641 SQUARE FEET OR 0.979 ACRES MORE OR LESS.



ITEM NO: 6K
DATE: 03/21/2016

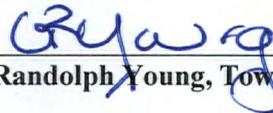
REQUEST FOR TOWN COUNCIL ACTION

TITLE: RESOLUTION NO. 16-018 - A Resolution to appoint members to the Investment Advisory Committee

- | | |
|---|--|
| <input type="checkbox"/> PUBLIC HEARING | <input type="checkbox"/> ORDINANCE FOR 1 st READING |
| <input type="checkbox"/> CONTRACT | <input type="checkbox"/> ORDINANCE FOR 2 nd READING |
| <input type="checkbox"/> MOTION | <input checked="" type="checkbox"/> RESOLUTION |



Donald Warn, Finance Director



G. Randolph Young, Town Administrator

ISSUE: Appointment of members to the Investment Advisory Committee.

PRIOR ACTION: Adoption of Investment Policy.

FUNDING/BUDGET IMPACT: None.

BACKGROUND: The Investment Policy adopted by Town Council effective July 7, 2015, included the creation of an Investment Advisory Committee (IAC) to provide an additional level of transparency and oversight to the Town's investments. Councilmembers John Diak and Josh Martin interviewed the candidates that submitted resumes for the IAC on February 18, 2016, and have recommended Sivani Rasanayakam and Rufat Garalov be appointed to the Committee as detailed in the attached resolution.

RECOMMENDATIONS: Approve

PREPARED/REVIEWED BY: Donald Warn, Finance Director

ATTACHMENTS: Resolution No. 16-018

RECOMMENDED MOTION: "I move to approve Resolution No. 16-018 as a part of the consent agenda."

RESOLUTION NO. 16-018, Series of 2016

TITLE: A RESOLUTION TO APPOINT MEMBERS TO THE INVESTMENT ADVISORY COMMITTEE

WHEREAS, on July 7, 2015, the Town Council of the Town of Parker passed Resolution NO. 15-031, Series of 2015, which adopted the Town of Parker Investment Policy (the "Investment Policy");

WHEREAS, pursuant to the Investment Policy, the Town maintains an Investment Advisory Committee (the "Committee") "that consists of the Mayor or a Councilmember appointed by the Mayor and ratified by Town Council, the Town Finance Director, the Town Administrator, and two financial professionals;"

WHEREAS, pursuant to the Investment Policy, the "Finance Director shall provide recommendations of appointees to the Town Council for final selection;"

WHEREAS, the Town Council desires to appoint one (1) regular member for a 2-year term and one (1) regular member for a 4-year term to the Committee to establish staggered terms;

WHEREAS, Councilmembers John Diak and Josh Martin, and Don Warn, Finance Director, interviewed candidates and recommend appointing the regular members to the Committee, as described in **Exhibit A**, which is attached hereto and incorporated by this reference; and

WHEREAS, the Town Council desires to appoint two (2) regular members to the Committee, as described in Exhibit A, and ratify the Councilmember appointment.

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

Section 1. The Town Council of the Town of Parker hereby appoints one (1) regular member to the Committee for the term ending December 31, 2017, and appoints one (1) regular member to the Committee for the term ending December 31, 2019, as described in Exhibit A.

Section 2. The Town Council of the Town of Parker hereby ratifies the Councilmember appointment, for the term ending December 31, 2017, as described in Exhibit A.

RESOLVED AND PASSED this ____ day of _____, 2016.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

EXHIBIT A

1. One (1) Regular Investment Advisory Commission Member for a term up to and including December 31, 2017.

Rufat Garalov

2. One (1) Regular Investment Advisory Commission Member for a term up to and including December 31, 2019.

Sivani Rasanayakam

3. Town Councilmember for a term up to and including December 31, 2017.

John Diak



REQUEST FOR TOWN COUNCIL ACTION

TITLE: MEADOWLARK - ANNEXATION PETITION CONSIDERATION

- | | |
|--|--|
| <input type="checkbox"/> PUBLIC HEARING | <input type="checkbox"/> ORDINANCE FOR 1 ST READING |
| <input type="checkbox"/> CONTRACT | <input type="checkbox"/> ORDINANCE FOR 2 ND READING |
| <input checked="" type="checkbox"/> MOTION | <input type="checkbox"/> RESOLUTION |



John Fussa, Community Development Director



G. Randolph Young, Town Administrator

ISSUE:

Meritage Homes and the Town are proposing to annex an undeveloped 91 acre parcel generally located south of Stroh Road and east of Crowfoot Valley Road. The applicant is proposing to zone the property Planned Development (PD) to allow for residential development on the property.

PRIOR ACTION:

None

FUNDING/BUDGET IMPACT:

None

BACKGROUND:

The subject property has adequate contiguity with the Town of Parker's incorporated boundary to meet statutory annexation requirements. The parcel is within the Town of Parker's Urban Growth Area Boundary as established by the Intergovernmental Agreement (IGA) with Douglas County. The annexation of such parcels is encouraged to provide for efficient delivery of services and orderly growth.

The Town of Parker 2035 Master Plan designates the property as being with the Medium Density Residential Character Area. The overall gross density permitted in the Medium Density Residential Character Area is 3.5 dwelling units per acre. The proposed density for the residential development is approximately three (3) dwelling units per acre and is therefore consistent with the 2035 Master Plan Medium Density Residential Character Area. The proposed residential use and PD zoning is also consistent with the 2035 Master Plan Medium Density Residential Character Area.

Town Council has three options for consideration in reviewing annexation proposals:

1. Determine that the annexation does not meet the requirements of State Statute and deny the petition.
2. Table the annexation petition for up to 180 days.
3. Set an ordinance reading for 30 to 60 days from the date of resolution approval.

RECOMMENDATION:

Staff recommends that Town Council accept the annexation petition and table consideration of a hearing date for up to 180 days to allow the zoning request to be considered.

PREPARED/REVIEWED BY:

Ryan McGee, Associate Planner; Steve Greer, Deputy Community Development Director; John Fussa, Community Development Director; James S. Maloney, Town Attorney

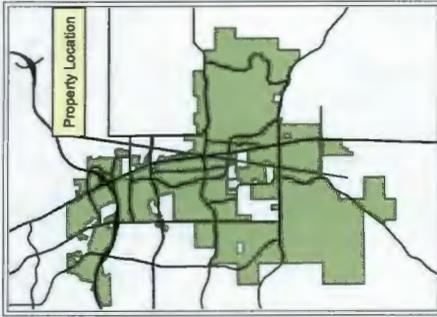
ATTACHMENTS:

1. Vicinity Map
2. Annexation Petition
3. Annexation Map

RECOMMENDED MOTION:

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

MeadowLark (aka Lemon Gulch) Annexation Petition Consideration



Legend

- Site
- Town Boundary
- Parcels

Unplatted Tract of land in the northwest quarter of Section 4 Township 7 South, Range 66 West of the 5th Principle Meridian Douglas County, Colorado

Planner: Ryan McGee
TC Date: March 21, 2016



Petition for Annexation

**TO: THE TOWN COUNCIL OF THE
TOWN OF PARKER, COLORADO**
20120 East Mainstreet
Parker, CO 80138

RE: PROPERTY KNOWN AS:

MEADOW LARK

The undersigned landowners, in accordance with the provisions of Title 31, Article 12, Part 1, C.R.S., and known as the Municipal Annexation Act of 1965, as amended, hereby petition the Town Council for annexation to the Town of Parker the following described unincorporated area situate and being in the County of Douglas, State of Colorado, to-wit:

(See Exhibit A attached hereto and incorporated herein by this reference.)

Your Petitioners further state as follows:

1. That it is desirable and necessary that such area be annexed to the Town of Parker, Colorado.
2. That the area sought to be annexed meets the requirements of Sections 31-12-104 and 105, as amended, of the Municipal Annexation Act of 1965, in that:
 - a. Not less than one-sixth (1/6th) of the perimeter of the area proposed to be annexed will be contiguous with the existing boundaries of the Town of Parker, Colorado.
 - b. A community of interest exists between the area proposed to be annexed and the Town of Parker, Colorado.
 - c. The area proposed to be annexed is urban or will be urbanized in the near future and said area is integrated or is capable of being integrated with the Town of Parker, Colorado.
 - d. No land held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate:
 - i. Is divided into separate parts or parcels without the written consent of the landowner or landowners thereof, unless such tracts or parcels are separated by a dedicated street, road, or other public way.
 - ii. Comprising twenty (20) acres or more and which, together with the buildings and improvements situated thereon, has a valuation for assessment in excess of two hundred thousand dollars (\$200,000) for ad valorem tax purposes for the year next preceding the annexation is included within the area proposed to be annexed without the written consent of the landowner or landowners.
 - e. No annexation proceedings have been commenced for the annexation to another municipality of part or all of the territory proposed to be annexed.
 - f. The annexation of the area proposed to be annexed will not result in the detachment of area from any school district and the attachment of same to another school district.
 - g. The annexation of the area proposed to be annexed will not have the effect of extending the boundary of the Town of Parker more than three (3) miles in any direction from any point of the Town's boundary in any one (1) year.
 - h. If a portion of a platted street or alley is to be annexed, the entire width of said street or alley is included within the area to be annexed.
 - i. Reasonable access shall not be denied to landowners, owners of easements, or the owners of franchises adjoining any platted street or alley to be annexed that will not be bordered on both sides by the Town of Parker.

Petition for Annexation

3. That attached hereto and incorporated herein by reference are four (4) prints of the annexation map, containing the following information:
 - a. A written legal description of the boundaries of the area proposed to be annexed.
 - b. A map showing the boundary of the area proposed to be annexed.
 - c. Within the annexation boundary map, a showing of the location of each ownership tract of unplatted land and, with respect to any area which is platted, the boundaries and the plat numbers of plots or lots and blocks.
 - d. Next to the boundary of the area proposed to be annexed, a drawing of the contiguous boundary of the Town of Parker and the contiguous boundary of any other municipality abutting the area proposed to be annexed.
4. That the Petitioners are the landowners of more than fifty percent (50%) of the area sought to be annexed, exclusive of streets and alleys.
5. That all of the Petitioners signed this Petition for Annexation no more than one hundred eighty (180) days prior to the date of the filing of this Petition for Annexation.
6. That this Petition for Annexation satisfies the requirements of Article II, Section 30 of the Constitution of Colorado in that it is signed by persons comprising more than fifty percent (50%) of the landowners in the area proposed to be annexed who own more than fifty percent (50%) of said area, excluding public streets and alleys and any land owned by the Town of Parker.
7. That upon the annexation ordinance becoming effective, all lands within the area sought to be annexed shall become subject to the ordinances, resolutions, rules and regulations of the Town of Parker, except for general property taxes which shall become effective on January 1 of the next succeeding year following passage of the annexation ordinance.
8. Petitioners understand that the Town of Parker does not provide municipal water and sewer service, and connection to water and sewer requires inclusion into the Parker or Cottonwood Water and Sanitation District.
9. No vested rights to use or to develop the property in any particular way, as defined in Section 24-68-101 et seq., C.R.S., have been acquired by Petitioners from any governmental entity. Petitioners waive any vested land use rights attached to any or all of the property.
10. The Petitioners acknowledge that upon annexation of the property to the Town, the property, the owners thereof, and uses thereon will be subject to all taxes and fees imposed by the Town. The property, the owners thereof, and the uses thereon are also bound by any voter authorization under Art. X, §20 of the Colorado Constitution adopted prior to annexation of the property. The Petitioners waive any claims they may have under Art. X, §20 of the Colorado Constitution related to such taxes and fees.

Therefore, your Petitioners respectfully request that the Town Council of the Town of Parker, Colorado, approve the annexation of the area proposed to be annexed.

Whenever from the context it appears appropriate, each term stated in either the singular or plural will include the other, and pronouns stated in either the masculine, feminine or the neuter gender will include each of the other genders.

Petition for Annexation

AFFIDAVIT OF CIRCULATOR

The undersigned, being of lawful age, who being first duly sworn upon oath, deposes and says:

That RICHARD CROSS, MERITAGE HOMES OF COLORADO, INC was the circulator of the foregoing Petition for Annexation of lands to the Town of Parker, Colorado, consisting of _____ pages, including this page, and that each signature thereon was witnessed by your affiant and is the true signature of the person whose name it purports to be.


Circulator

STATE OF COLORADO)
COUNTY OF Arapahoe) ss.

The foregoing Affidavit of Circulator was subscribed, sworn to, and acknowledged before me this 31st day of December, 2015, by RICHARD CROSS.

My commission expires: 12/10/2017.

(SEAL)

MICHAEL BIRD
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20014027300
MY COMMISSION EXPIRES DECEMBER 10, 2017


Notary Public

Petition for Annexation

PETITION: MEADOWLARK
(Annexation Name)

[Note: Add lines for all land owning petitioners who are requesting annexation]

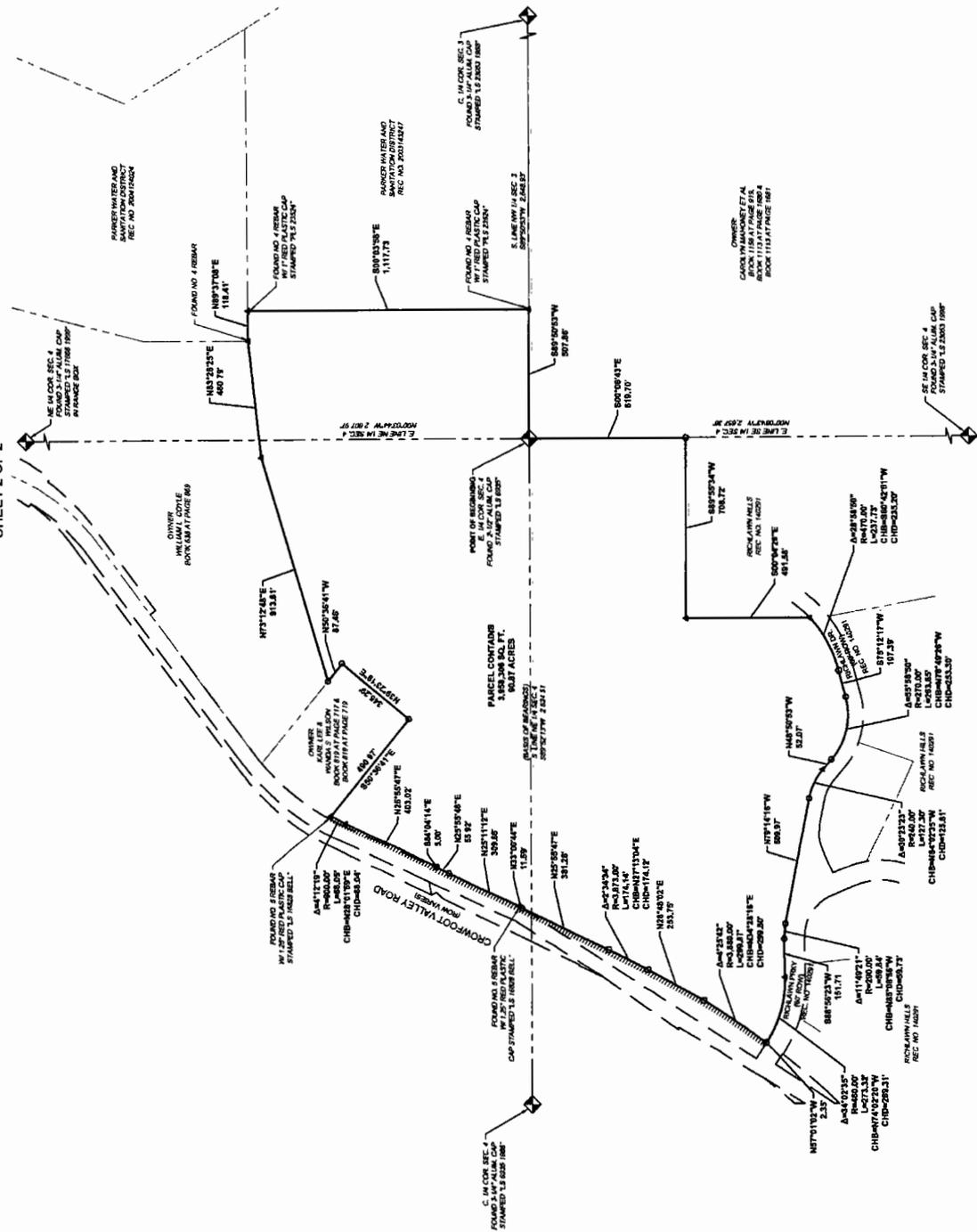
Signature of Landowner	Date of Signature	Mailing Address of Landowner	Legal Description of Land Owned
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<u>Charles J. K</u> Manager RCPWA	<u>1/28/16</u>	<u>Cherry Creek Project Water Authority</u> <u>c/o Mother MBE</u> <u>2 Inverness Dr. E</u> <u># 200</u> <u>Englewood, CO 80122</u>	<u>[Legal Description attached]</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

LEMON GULCH ANNEXATION PLAT

LOCATED IN PORTIONS OF SECTION 3 & 4,
TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO
SHEET 2 OF 2

- LEGEND**
- PROPERTY BOUNDARY
 - LOT LINE
 - RIGHT-OF-WAY LINE
 - SECTION LINE
 - SECTION CORNER AS NOTED
 - FOUND NO. 4 REBAR W/ 1" YELLOW PLASTIC CAP PLS 20660
 - FOUND NO. 5 REBAR W/ 1.25" RED PLASTIC CAP PLS 802
 - FOUND NO. 5 REBAR W/ 1.25" YELLOW PLASTIC CAP PLS 1786
 - FOUND NO. 5 REBAR UNLESS OTHERWISE NOTED



SCALE: 1" = 20'
 LEMON GULCH
 ANNEXATION PLAT
 DATE: JUNE 24, 2015
 JOB NO.: 15030

ENGINEER / SURVEYOR

JANSEN STRAWN
 CONSULTING ENGINEERS
 18 WEST 2ND AVENUE
 DENVER, CO 80202
 P: 303.733.3333
 F: 303.733.3338

No.	Revision	Date	By
1			
2			

Checked By: JS



ITEM NO: 6M(1)
DATE: 03/21/2016

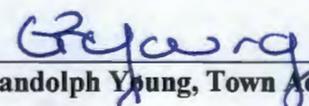
REQUEST FOR TOWN COUNCIL ACTION

TITLE: CONTRACTS ABOVE \$100,000 – Bradbury Trail (Phase 1) (CIP 15-0015)

- | | |
|--|--|
| <input type="checkbox"/> PUBLIC HEARING | <input type="checkbox"/> ORDINANCE FOR 1 ST READING |
| <input checked="" type="checkbox"/> CONTRACT | <input type="checkbox"/> ORDINANCE FOR 2 ND READING |
| <input type="checkbox"/> MOTION | <input type="checkbox"/> RESOLUTION |



Tom Williams, Director of Engineering



G. Randolph Young, Town Administrator

ISSUE:

Award of a trade contractor agreement with T2 Construction, Inc., for the Bradbury Trail (Phase 1) (CIP 15-0015) project.

PRIOR ACTION:

None.

FUNDING/BUDGET IMPACT:

Funding for this project's construction has been appropriated in the Parks, Recreation & Open Space fund (203-4520). The Bradbury Trail is a HOA trail and the Town will not be providing maintenance following construction.

BACKGROUND:

The Town publically opened competitive bids on March 2, 2016, for the Bradbury Trail (Phase 1) (CIP 15-0015) project. This project will fill in a trail gap that was created because the Bradbury Hills development occurred prior to the Horse Creek development to the south and the construction of the Gold Rush Elementary School. Gold Rush Elementary students have made a social path in the gap area. Finishing this trail will provide a paved alternate route for the students and other users. Trail maintenance will be the Bradbury Hills HOA responsibility.

Town received bids from six (6) contractors, with T2 Construction, Inc., being the lowest responsible bidder. T2 Construction, Inc., has bid on past Town capital improvement projects but was never low bidder. The Contractor provided references from three (3) municipalities and all shared similar positive opinions. Attributes listed by all three references included T2 Construction is very responsive, does quality work, and completes work on time with no or few change orders. Therefore, Town staff recommends moving forward with the contract award.

The bids were as follows:

- | | |
|------------------------------|---|
| 1) T2 Construction, Inc. | \$160,444.00 |
| 2) Double R Excavating, Inc. | \$183,053.00 |
| 3) Chavez Services, LLC | \$189,925.00 |
| 4) Concrete Express, Inc. | \$198,793.45 |
| 5) Noraa Concrete | \$225,225.50 |
| 6) PLM Asphalt & Concrete | \$2,018,508.95 (Error was found in bid) |
| Engineer's Estimate | \$155,452.62 |

RECOMMENDATION:

Award the contract with T2 Construction, Inc., for the Bradbury Trail (Phase 1) (CIP 15-0015) project in the amount of \$160,444.

PREPARED/REVIEWED BY:

Thomas Gill, Associate Project Manager
Chris Hudson, CIP & Construction Manager

ATTACHMENTS:

None

RECOMMENDED MOTION:

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

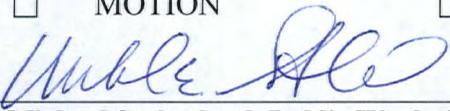


ITEM NO: 6M(2)
DATE: 03/21/2016

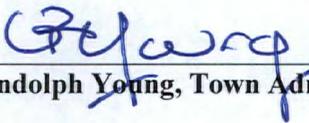
REQUEST FOR TOWN COUNCIL ACTION

TITLE: CONTRACTS ABOVE \$100,000 – 2016 Townwide Slurry/Chipseal Project (CIP 16-0005)

- | | |
|--|--|
| <input type="checkbox"/> PUBLIC HEARING | <input type="checkbox"/> ORDINANCE FOR 1 ST READING |
| <input checked="" type="checkbox"/> CONTRACT | <input type="checkbox"/> ORDINANCE FOR 2 ND READING |
| <input type="checkbox"/> MOTION | <input type="checkbox"/> RESOLUTION |



Michael Sutherland, Public Works Director



G. Randolph Young, Town Administrator

ISSUE:

Authorization to award a trade contractor agreement with A-1 Chipseal Company for the 2016 Townwide Slurry/Chipseal Project (CIP 16-0005)

PRIOR ACTION:

None

FUNDING/BUDGET IMPACT:

Funding for annual roadway maintenance projects has been appropriate in the General Fund – Public Works – Streets (101-4310). Provision of these services helps to protect and maintain the Towns extensive roadway network.

BACKGROUND:

The Town solicited and publicly opened competitive sealed bids for this project (CIP 16-0005) on February 24, 2016. Two bids were received and A-1 Chipseal was selected as the lowest responsible bidder. The Town has entered into similar arrangements with this contractor in years previous and has experienced very positive results. Background bids and estimates for this project are as follows:

1) A-1 Chipseal Company	\$1,296,273.91
2) Foothills Paving & Maintenance	\$1,317,945.70
Staff estimate	\$1,431,447.25

Since bids were opened, staff has identified additional work that would be advantageous to receive slurry and chipseal treatments at this time. Staff has requested, and A-1 Chipseal

Company has agreed to extend bid-established unit prices for this additional work, which is well within the 2016 budget allocation.

This project will install slurry seal or chipseals in/on: Bradbury Parkway; Bradbury Ranch Filings 10-11-12A-12B; Buffaloberry Drive; Canterbury Lane; Cottrell Farms; Douglas 234, Filing 1; Jordan Crossing; Lincoln Meadows Parkway; Motsenbocker Facility Lot; New Horizon Estates; Newlin Gulch Boulevard; Parker Vista Filings 1-2; Salisbury Park; Stroh Ranch Filings 6A-6B; Stroh Road; Tallman Drive; and, Villages of Parker Filings 19-24A-24B-24C-25. Additionally, chipseal treatments will be installed on Jordan Road, and additional slurry seals will be applied in/on: NeuTowne and Pine Bluffs Filing 1.

Please note that Public Works-Streets will give a Study Session presentation on April 11, 2016 regarding all roadway maintenance projects for this year.

RECOMMENDATION:

Award a contract with A-1 Chipseal Company in the amount of \$1,533,003.84 for the 2016 Townwide Slurry/Chipseal Project (CIP 16-0005).

PREPARED/REVIEWED BY:

Stephen Eubanks, Streets Manager; Michael Sutherland, Public Works Director

ATTACHMENTS:

2016 Townwide Slurry/Chipseal Project Contract

RECOMMENDED MOTION:

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



ITEM NO: 6M (3)
DATE: 03/21/2016

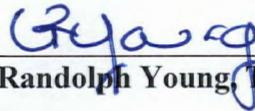
REQUEST FOR TOWN COUNCIL ACTION

TITLE: Dump Body and Snow and Ice Removal Equipment

- | | |
|--|--|
| <input type="checkbox"/> PUBLIC HEARING | <input type="checkbox"/> ORDINANCE FOR 1 st READING |
| <input checked="" type="checkbox"/> CONTRACT | <input type="checkbox"/> ORDINANCE FOR 2 nd READING |
| <input type="checkbox"/> MOTION | <input type="checkbox"/> RESOLUTION |



Don Warn, Finance Director



G. Randolph Young, Town Administrator

ISSUE: The Fleet Division has requested that they be permitted to purchase two dump bodies and snow and ice removal equipment for installation on two Class 8 cab and chassis, based on a Waiver of Select Source to maintain continuity of equipment based on Quote #16-1-1333 dated January 6, 2016.

PRIOR ACTION: None.

FUNDING/BUDGET IMPACT: Funding for this item was approved as part of the 2016 budget.

BACKGROUND: The Town of Parker Fleet Division has acquired the snow and ice removal equipment from Layton (Auto Truck Group) in the past based on Colorado Department of Transportation (CDOT) awards with subpar results; months' long delays in delivery, incorrect invoicing, etc., which created a negative impact on our internal and external customers. Based on these issues, the Fleet Division began working with Kois Brothers Equipment Co. with excellent results. Parker Fleet Division has purchased from Kois Brothers for the past few years and would like to continue to maintain continuity of equipment, maintenance, and service. Kois Brothers Equipment Co. is not currently under a cooperative contract nor have they been awarded a contract the Town of Parker would be able to piggyback off of to enter into a contract.

RECOMMENDATIONS: Approve the purchase of two new dump bodies and snow and ice removal equipment from Kois Brothers Equipment Company, Inc., at a cost of \$247,846.00.

PREPARED/REVIEWED BY: Traci Gorman, Purchasing Agent.

ATTACHMENTS: None.

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



ITEM NO: 6M (4)
DATE: 03/21/2016

REQUEST FOR TOWN COUNCIL ACTION

TITLE: New and Replacement F250/F350/F550 Trucks and Ford Expedition Vehicles

- | | |
|--|--|
| <input type="checkbox"/> PUBLIC HEARING | <input type="checkbox"/> ORDINANCE FOR 1 st READING |
| <input checked="" type="checkbox"/> CONTRACT | <input type="checkbox"/> ORDINANCE FOR 2 nd READING |
| <input type="checkbox"/> MOTION | <input type="checkbox"/> RESOLUTION |



Don Warn, Finance Director



G. Randolph Young, Town Administrator

ISSUE: The Fleet Division has requested that they be permitted to purchase five new 2016 Ford F250 trucks, two new 2016 Ford F350 trucks, one new 2016 Ford F550 truck, and two new 2016 Ford Expedition SUV's as replacements for units within the Town of Parker Fleet, which have been evaluated based on the criteria defined in the Town's Fleet Replacement Policy and which clearly meet the conditions required for replacement, including age and mileage and as new units for new employees. These vehicles are being purchased for the use by various departments and divisions within the Town.

PRIOR ACTION: None.

FUNDING/BUDGET IMPACT: Funding for this item was approved as part of the 2016 budget.

BACKGROUND: Parker's Financial and Budget Policy includes provisions for the Town to acquire goods and services without competition using contracts based on competitive solicitations received by other government agencies. The State of Colorado issued an Invitation for Bid for 2016 Model Year Vehicles. They subsequently awarded various vehicle makes and models to 14 vendors based on low bid, defined options, and required minimum service requirements. Korf Continental was awarded various vehicles including the Ford F250, F350, F550 trucks and the Ford Expedition vehicle for model year 2016 with no option to renew for additional terms.

RECOMMENDATIONS: Approve the purchase of ten new vehicles from Korf Continental at a cost of \$380,653.00.

PREPARED/REVIEWED BY: Traci Gorman, Purchasing Agent.

ATTACHMENTS: None.

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



ITEM NO: 6M (5)

DATE: 03/21/2016

REQUEST FOR TOWN COUNCIL ACTION

TITLE: Replacement F150 Trucks

- | | |
|--|--|
| <input type="checkbox"/> PUBLIC HEARING | <input type="checkbox"/> ORDINANCE FOR 1 st READING |
| <input checked="" type="checkbox"/> CONTRACT | <input type="checkbox"/> ORDINANCE FOR 2 nd READING |
| <input type="checkbox"/> MOTION | <input type="checkbox"/> RESOLUTION |

Don Warn, Finance Director

G. Randolph Young, Town Administrator

ISSUE: The Fleet Division has requested that they be permitted to purchase four new 2016 Ford F150 trucks as replacements for units within the Town of Parker Fleet, which have been evaluated based on the criteria defined in the Town's Fleet Replacement Policy and which clearly meet the conditions required for replacement, including age and mileage and as new units for new employees. These vehicles are being purchased for the use by various departments and divisions within the Town.

PRIOR ACTION: None.

FUNDING/BUDGET IMPACT: Funding for this item was approved as part of the 2016 budget.

BACKGROUND: Parker's Financial and Budget Policy includes provisions for the Town to acquire goods and services without competition using contracts based on competitive solicitations received by other government agencies. The State of Colorado issued an Invitation for Bid for 2016 Model Year Vehicles. They subsequently awarded various vehicle makes and models to 14 vendors based on low bid, defined options, and required minimum service requirements. Spradley Barr Ford Lincoln of Greeley was awarded various vehicles including the Ford F150 trucks for model year 2016 with no option to renew for additional terms.

RECOMMENDATIONS: Approve the purchase of four new vehicles from Spradley Barr Ford Lincoln of Greeley at a cost of \$112,640.00.

PREPARED/REVIEWED BY: Traci Gorman, Purchasing Agent.

ATTACHMENTS: None.

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



ITEM NO: 6M (6)
DATE: 03/21/2016

REQUEST FOR TOWN COUNCIL ACTION

TITLE: Replacement Vehicles for Police Department

- | | |
|--|--|
| <input type="checkbox"/> PUBLIC HEARING | <input type="checkbox"/> ORDINANCE FOR 1 st READING |
| <input checked="" type="checkbox"/> CONTRACT | <input type="checkbox"/> ORDINANCE FOR 2 nd READING |
| <input type="checkbox"/> MOTION | <input type="checkbox"/> RESOLUTION |



Don Warn, Finance Director



G. Randolph Young, Town Administrator

ISSUE: The Fleet Division has requested that they be permitted to purchase four new 2016 Ford Police Interceptor Utility vehicles and four new 2016 Ford Explorer XLT vehicles as replacements for eight units within the Town of Parker Fleet, which have been evaluated based on the criteria defined in the Town's Fleet Replacement Policy and which clearly meet the conditions required for replacement, including age and mileage. These vehicles are being purchased for the use of the Town's Police Department and will be outfitted with appropriate equipment for Public Safety.

PRIOR ACTION: None.

FUNDING/BUDGET IMPACT: Funding for this item was approved as part of the 2016 budget.

BACKGROUND: Parker's Financial and Budget Policy includes provisions for the Town to acquire goods and services without competition using contracts based on competitive solicitations received by other government agencies. On September 24, 2015, Arapahoe County issued an Invitation for Bid (IFB-15-60) for 2016 Model Year Vehicles. They subsequently awarded various vehicle makes and models to 7 vendors based on low bid, defined options, and required minimum service requirements. Autonation Ford Littleton was awarded various vehicles including the Ford Police Interceptor Utility vehicle and the Ford Explorer XLT vehicle for model year 2016 with the option to renew for three additional one-year terms.

RECOMMENDATIONS: Approve the purchase of eight new vehicles from Autonation Ford Littleton at a cost of \$262,104.00.

PREPARED/REVIEWED BY: Traci Gorman, Purchasing Agent.

ATTACHMENTS: None.

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



ITEM NO: 6M (7)

DATE: 03/21/2016

REQUEST FOR TOWN COUNCIL ACTION

TITLE: Cab and Chassis

- | | |
|--|--|
| <input type="checkbox"/> PUBLIC HEARING | <input type="checkbox"/> ORDINANCE FOR 1 st READING |
| <input checked="" type="checkbox"/> CONTRACT | <input type="checkbox"/> ORDINANCE FOR 2 nd READING |
| <input type="checkbox"/> MOTION | <input type="checkbox"/> RESOLUTION |

Don Warn, Finance Director

G. Randolph Young, Town Administrator

ISSUE: The Fleet Division has requested that they be permitted to purchase two 2017 International cab and chassis' as replacements for two units within the Town of Parker Fleet, which have been evaluated based on the criteria defined in the Town's Fleet Replacement Policy and which clearly meet the conditions required for replacement, including age and mileage. These trucks are being purchased for the use of the Town's Streets Division and will be outfitted with dump bodies and snow and ice removal equipment.

PRIOR ACTION: None.

FUNDING/BUDGET IMPACT: Funding for this item was approved as part of the 2016 budget.

BACKGROUND: Parker's Financial and Budget Policy includes provisions for the Town to acquire goods and services without competition using contracts based on competitive solicitations received by other government agencies. These cab and chassis' will be purchased using the Colorado Department of Transportation's (CDOT) Award #311000478 with McCandless Truck Center LLC (based on CDOT Invitation to Bid HAA-IFB-13248MM for Class 8 Cab and Chassis Tandems to be acquired as needed over a three-year period).

RECOMMENDATIONS: Approve the purchase of two new International cab and chassis' from McCandless Truck Center LLC at a cost of \$268,364.00.

PREPARED/REVIEWED BY: Traci Gorman, Purchasing Agent.

ATTACHMENTS: None.

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



TOWN ADMINISTRATOR'S REPORT

March 2016



PARKER
C O L O R A D O

Town of Parker
20120 E. Mainstreet
Parker, CO 80138

Tel: 303.841.0353

Fax: 303.805.3153

townadministrator@parkeronline.org



COMMUNICATIONS

Project Updates

Individual Projects

- The new Town logo was rolled out to all staff in mid-February. The Communications Department is in the process of updating the Town logo on all digital Town platforms (website, social media, mobile app, etc.), as well as on printed materials. New letterhead, envelopes and business cards have been designed and are in the process of being printed.
- Barnhart has completed a branding tool-kit/style guide to ensure consistent use of the new Town branding elements among all stakeholder groups. The tool-kit/guide includes the updated Town logo, Town logo lock-up (with slogan), color palette, business materials, signage and (upon completion) visitor advertising. This is available on the Employee Intranet.
- The development of a Visitor's Campaign designed to attract out-of-town visitors to key Town events and activities throughout all seasons is underway. The campaign is scheduled to launch in May 2016 and will include social media and visitor participation components, as well as print and digital formats. Media likely will be online, transit and/or print advertising.
- The State of the Town video debuted at the State of the Town event in February. The updated video is now available on the Town website, as well as the Town's YouTube channel. The video was also shared on social media.
- The Employee Appreciation Committee recently implemented a monthly e-newsletter. The goal of the newsletter is to provide a snapshot of basic employee recognition and event information and then drive employees to the Town Intranet for more information. February was the first month it was sent out and we saw an increase in Intranet use on the webpages highlighted in the newsletter. We also received immediate activation of event signups and nominations for employee recognition awards.
- The Communications Department is working on marketing plans to expand our social media presence and also to increase staff use of the Employee Intranet.



Town Website Statistics

48,695

February Page Views

41,700

Total Visits

Top Pages

Employment: 5,123 hits

TRAKiT: 2,840 hits

Current Development: 1,322 hits

Departments: 1,086 hits

Building Division: 754 hits

Parks & Recreation Website Statistics

132,273

February Page Views

24,744

Total Visits

Top Pages

Recreation Center: 10,568 hits

Sports: 8,913 hits

Group Fitness Classes: 5,994 hits

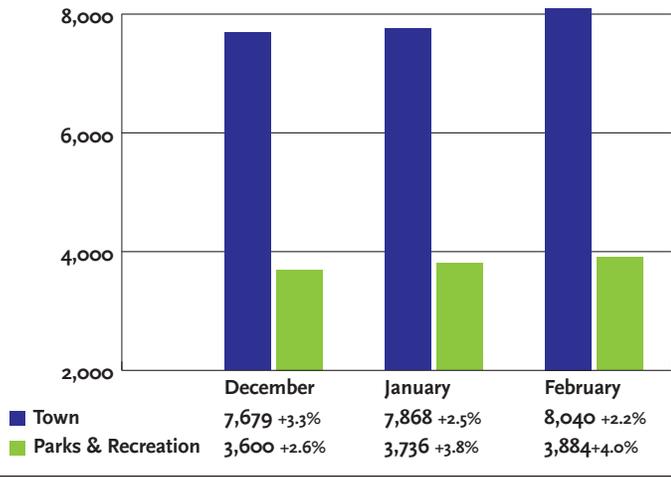
Fitness and Wellness: 5,359 hits

Parker Fieldhouse: 4,635 hits

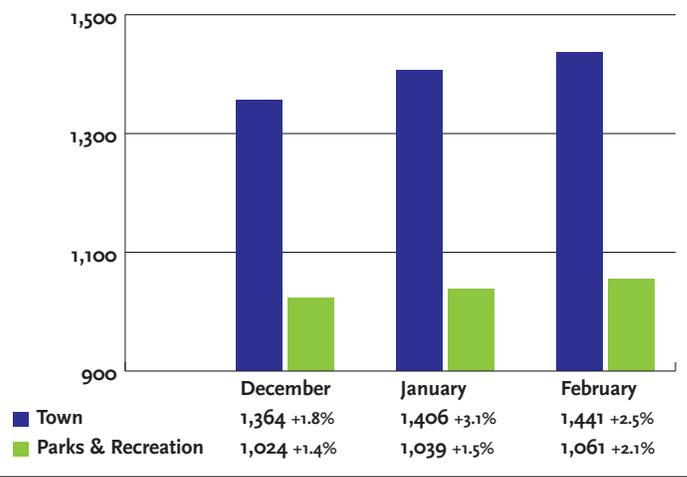
COMMUNICATIONS - CONT'D

Social Media Corner

Facebook Followers - Monthly Comparison



Twitter Followers - Monthly Comparison



Parker Parks and Recreation
Published by Jaime Stevens Vollersten · February 18 at 10:20am

Parker will host the MuckFest MS - Denver 2016 on July 16 at Salisbury Park North! Get ready to get muddy! More info: www.MuckFest.com

MuckFest MS
Join me at MuckFest MS, the fun mud run with the best obstacles. No special training required. If you can laugh, you can do it. Register at MuckFestMS.com. 100% of the fundraising dollars go to the National MS Society.

66 people shared

Town of Parker, Colorado
Published by Andy Anderson · February 25 at 11:48am

Some really exciting things are happening right now in the Town of Parker. To learn more about how the Town is putting your tax dollars to work in our community, view our 2016 State of the Town video!

6,588 people reached **Boost Post**

2.1K Views

2,100 video views

Town of Parker, Colorado added 4 new photos to the album: Fan Photo of the Week Contest - Feb. 10, 2016.
Published by Andy Anderson · February 10 at 3:15pm

Spring may not be officially here yet, but it sure does seem like it in the Town of Parker! Celebrate this week of wonderful weather with these beautiful outdoor images in our Fan Photo of the Week Contest. Help us pick a winner by liking your favorite before noon on Friday... and we hope you consider sending us your own candidate for next week's voting!

6,640 people reached

Town of Parker, Colorado
Published by Andy Anderson · February 26 at 4:25pm

We have an exciting update for those individuals who enjoy the Town's expansive trails system! Phase 2 of the East-West Trail Project has been completed and will be bid this spring. Construction is slated to begin this summer.

The Phase 2 project limits are from Chambers Road to Newlin Gulch Boulevard and consists of constructing a multi-use recreational concrete trail within and adjacent to the PSCo/Xcel power line corridor. This phase will include crossing Newlin Gulch and will end at a concrete box culvert undercrossing of Chambers Road, which was constructed in 2009. The continuation of the trail to the west is a future Douglas County project.

Phase 3, which will continue within this corridor from the Molsenbocker/Todd Drive intersection east to the Cherry Creek Trail, is being designed with construction planned for 2017.

5,579 people reached

Town of Parker, Colorado added 7 new photos to the album: Fan Photo of the Week Contest - March 2, 2016.
Published by Andy Anderson · March 2 at 11:55am

We took a week off, but our Fan Photo Contest is back with some more great images of our lovely community! It feels like spring's in the air, and it's time to get outside and enjoy everything Parker has to offer. Take a look at these great outdoor photos and help us choose the top one by liking your favorite before noon on Friday!

5,889 people reached

Town of Parker @townofparkerco

Planning for Chambers Road widening is complete. Construction set to begin this spring: parkeronline.org/CivicAlerts.as...

RETWEET 1 LIKE 1

5:20 PM · 1 Feb 2016

534 impressions



COMMUNITY DEVELOPMENT

Major Administrative Approvals - February 2016

CVS Pharmacy	16920 Lincoln Avenue
Proposal: Site Plan Amendment to demolish the existing Conoco gas station/convenience store at the southeast corner of Lincoln Avenue and Jordan Road and construct a 12,900 square foot CVS Pharmacy including pharmacy window drive-thru.	
TRAKiT ID: SP15-0054	Approval Date: Feb. 10
Parkerhouse Road	10706 Flagler Drive
Proposal: Site Plan to allow the construction of the southern half of Parkerhouse Road from where it currently ends west to Lanceleaf Street.	
TRAKiT ID: SP15-0059	Approval Date: Feb. 25

Building Division Statistics - February 2016

Single-Family Permits: 30 (40 total in 2016)

\$11,350,906 valuation (\$15,165,281 total in 2016)

Multi-Family Permits: 0 (0 total for 0 units in 2016)

\$0 valuation (\$0 total in 2016)

Commercial Permits (New): 10 (15 total in 2016)

\$1,117,383 valuation (\$9,532,257 total in 2016)

Commercial Permits (Remodel): 61 (115 total in 2016)

\$1,010,325 valuation (\$3,058,657 total in 2016)

Other Permits: 148 (252 total in 2016)

\$718,650 valuation (\$1,202,918 total in 2016)

Total Permits: 249 (422 total in 2016)

\$14,197,264 valuation (\$28,959,112 total in 2016)

Inspections: 1,995 (3,994 total in 2016)

Total Valuation: \$28,959,112 in 2016

Comprehensive Planning

Pine Curve Rezoning

The Community Development Department will submit the rezoning application and send referrals of the draft zoning for the Pine Curve property this month. Referrals will go to internal Town departments, external agencies and nearby homeowners associations. Town staff has met with the Town and Country Homeowners Association regarding the proposed rezoning and is scheduled to meet with the Parker Vista Homeowners Association and the Rowley Downs Homeowners Association this month to provide information and receive additional feedback. The next public open house regarding this project will be scheduled in April. Notice of the open house will be posted on the Town website at www.ParkerOnline.org/PineCurve, as well as on Town informational signs.

Bus Shelters

Bus shelters in the Town of Parker are provided and maintained through an agreement with Outdoor Promotions Inc. With the proposed new Route 483, Town staff will be working with RTD and Outdoor Promotions to relocate some of the bus stops to reflect the new Route 483 and to better tie to current development patterns.

Parker Park-n-Ride Student Project

Kevin Carder is a student working on his Masters in Urban and Regional Planning (MURP) at the University of Colorado Denver. As a part of the MURP program, all students are required to complete a Capstone Project. The Mainstreet Master Plan recommends future redevelopment of the RTD Parker Park-n-Ride area as a transit oriented development to take advantage of existing and future transit service to the area. As his Capstone Project, Kevin will be developing a plan for the area that will recommend the land uses, urban design and transportation enhancements necessary to create the elements needed for a successful transit oriented neighborhood. This plan will help guide the Town's investment in the area and will provide property owners and developers direction as they redevelop their properties.

COMMUNITY DEVELOPMENT - CONT'D

Development Review - Project Updates

Major Active Development Projects

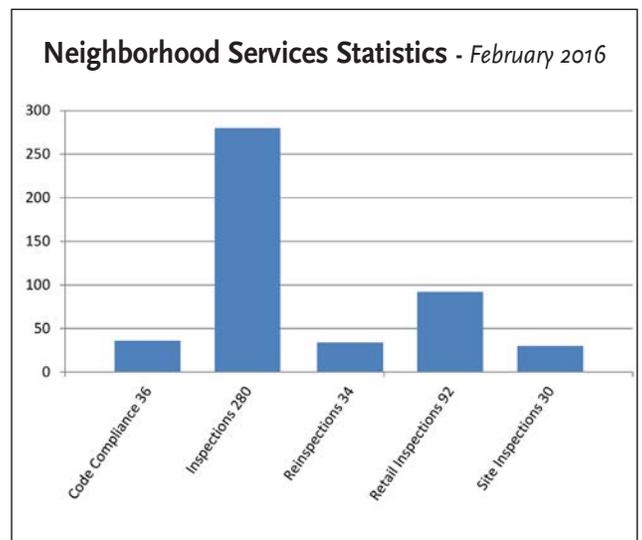
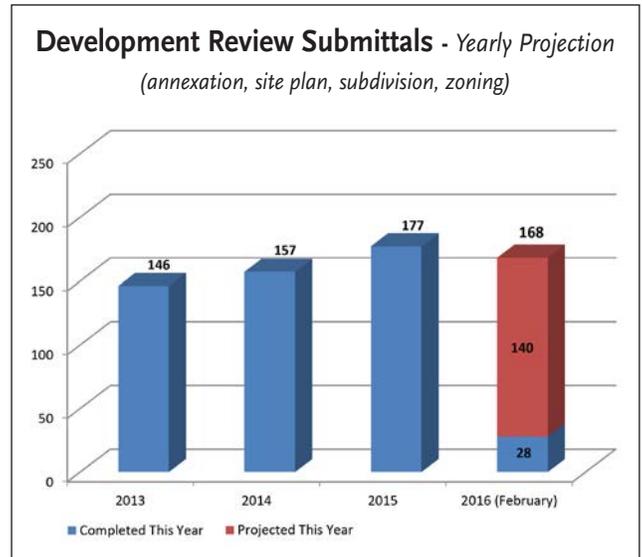
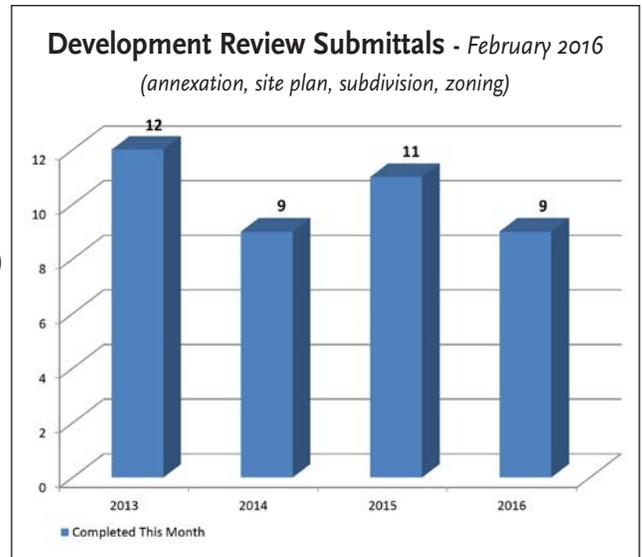
- Advance Auto Parts – Robinson Ranch
- Automotive Service and Sales Facility Phase II – Parker Auto Plaza
- Brakes Plus – Robinson Ranch
- Compark Village South – New Residential
- Dransfeldt Place Mini-storage – Use by Special Review (**New Project**)
- Meadowlark Annexation – New Residential (**New Project**)
- Newlin Crossing Annexation – New Residential/Commercial
- Parker/Lincoln – Commercial Annexation
- Park 64 – New Multi-Family
- Pawnee-Daniels Park 345kV Transmission Line (**New Project**)
- Parker Performing Arts Charter School – Compark
- Reata North Filing 12 – New Residential
- Stroh Crossing – New Residential

Major Projects Under Construction

- Crown Point Assisted Living Facility – Crown Point
- Automotive Service and Sales Phase I – Parker Auto Plaza
- Boondock's Food & Fun Center – Crown Point
- CVS Pharmacy – Corner of Lincoln Avenue/Jordan Road
- Douglas County Library – Mainstreet
- Enclave at Cherry Creek Multi-Family – Pine Lane
- Express Wash – Crown Point
- Gander Mountain – Crown Point
- Mini U Storage – Dransfeldt Road
- Parker Flats Multi-Family – Pikes Peak Avenue
- Your Storage Center – Polo Business Park/Twenty Mile Road

Project Focus: Park Sixty Four

Klingbeil Capital has proposed a project that is currently under review on Victorian Drive across from O'Brien Park. The project will consist of three apartment buildings totaling 64 units. The proposed development will incorporate three-story buildings designed to appear like turn-of-the-century mill structures. Final approval should occur this summer with construction beginning in the spring of 2017.





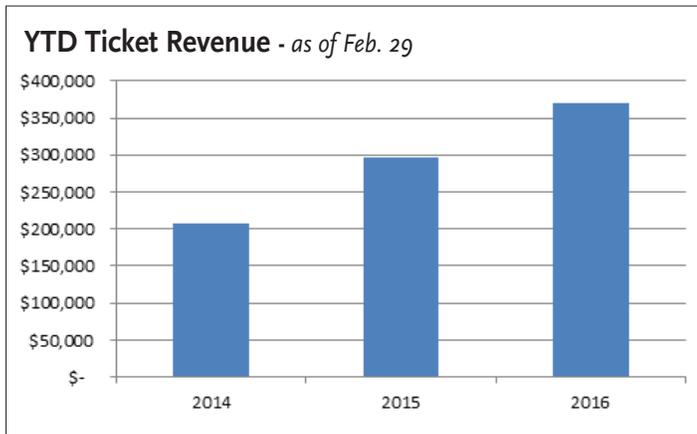
Community Funding

Funding from the community plays a major role in supporting Parker Arts-presented shows. February featured “Out of Bounds” with grant funding provided by Western States Arts Federation (WESTAF) and New England Foundation for the Arts (NEFA). Additionally, UMB Bank returned as a sponsor to support Celtic Nights.

CULTURAL DEPARTMENT

Concessions Update

The first concessions effort at The Schoolhouse (for the February Comedy & Cocktails show), resulted in \$800 in concessions sales!



February Box Office Highlights

- The inaugural Comedy & Cocktails presentation at the Schoolhouse Theater featuring Jordan Doll on Feb. 13 was a complete sellout, as is the second installment featuring Sam Tallent scheduled for March 5.
- Wonderbound’s “Rock Ballets” featuring the music of David Bowie and Queen reached 96 percent of attendance capacity across their two shows. Fifty-five percent of people who came to see these shows had never seen a Wonderbound performance before, which illustrates the broad appeal of the music to attract new patrons to ballet.
- Hooking Up with The Second City and the Parker Symphony Orchestra’s presentation of “PSO Goes To The Movies” reached 92 and 94 percent of attendance capacity, respectively.

The Schoolhouse Rehabilitation

As part of the historic preservation of The Schoolhouse, the current 642-square-foot dance studio will be replaced with a nearly 1,000-square-foot dance studio set to be operational in January 2017. The new garden-level dance studio will preserve its 100-year-old hardwood floor, while offering a modern professional space with bars, mirrors, integrated sound system and eight street-front windows. The new area will mimic the PACE Center dance studio and offer additional space for dance programming, including rehearsals, rentals and events, complete with an adjacent parent lounge and bridal suite.

Wattle and Daub Contractors has uncovered various artifacts during the demolition. Items include: A catchers

baseball mitt with buckle web dated back 1930s and two string wound baseballs; a 50-cent children’s book by Van Camps (a canned pork and bean distributor); a handwritten letter; a tin cup, various shoes, petrified wood, coal and parts of a coal stove; pieces of what look to be a music stand and a paddle; and various candy wrappers: Chicago candy maker Curtiss Clove Mints and 1-cent Bubble Chum Gum dated back pre-1950; 5-cent Hershey’s chocolate bar; Bazooka gum dated 1947; Brach’s Chocolate Mint; and Uneeda Bakers, which ultimately became the Nabisco company.





ECONOMIC DEVELOPMENT

Metro Area's Success Earning International Attention

A principal function of the Economic Development department is to work cooperatively with our partners throughout the region to position the Metro Denver region as a superior place to do business in the highly competitive environment of companies looking to relocate. With the knowledge that “all boats rise in the tide,” this allows us to highlight Parker’s role in the region to key executive and site selectors.

The excerpts below from a recent BBC article on Denver tell us the effort is paying off:

“Have a Beer, Smile, and Don’t Be Afraid to Chat”

The laid-back metropolis on the prairie’s edge is home to a Super Bowl contender. But is it also a super city for business?

Born of a gold rush and originally prosperous as a cow town on the American frontier, Denver has emerged anew over the last decade as a cosmopolitan city best known for its entrepreneurialism and its Super Bowl-bound football team.

This multi-cultural boomtown at the heart of the US boasts a growing collection of glistening skyscrapers that herald its arrival as an urban hub. The metro area is also home to — or the birthplace of — major brands like Chipotle, Coors and Gray Line.

Dubbed the “Mile High City” thanks to its position a mile (1,609 meters) above sea level, Denver is not only one of the fastest-growing metropolitan areas in the United States, but also leads the nation with the most sustainable economic development and job growth, according to the 2015 Leading Locations report. The metropolitan area created 46,200 jobs in 2014 luring new financial services firms (like WorldRemit and Charles Schwab) and invested heavily in the development of clean energy at the Solar Technology Acceleration Center in Aurora.

It comes as a surprise to many visitors that Denver, a city of less than 700,000 people, boasts the United States’ fifth-busiest airport, according to data from Airports Council International. But Denver International (DIA) is a vital hub for three large US carriers: United, Southwest and Frontier. As the only major commercial airfield within 500 miles (805 kilometers), it welcomes more than 53 million passengers each year and generates more than \$26 billion for the region’s economy.

The Colorado capital also claims 300 days of sunshine per annum and has 200 city parks from which to enjoy it. Add to the mix an emerging food scene and a dizzying array of microbreweries that specialize in hopped-up ales, and it becomes clear why businesses are rushing to set up shop in this laid back metropolis on the prairie’s edge.

A Whole New Way to Engage Investors

Economic Development staff participated in CO Impact Days, the first-of-its-kind effort to create a statewide marketplace for impact investing—identifying, connecting, and celebrating the top social ventures and impact investors from the Western Slope to the Front Range. CO Impact Days brought together Colorado’s top 60 social ventures, 200 impact investors, and more than 500 community members to Learn, Connect and Invest.

CO Impact Initiative is a three-year strategy to elevate and accelerate impact investing in Colorado, catalyzing the flow of \$100 million in investment capital into state social ventures that deliver positive impact on our communities, economy and natural environment. It seeks to encourage a new breed of impact investors in the state. With more than 200 accredited impact investors in attendance, the chosen social ventures had the opportunity to showcase their ability to provide return on investment.

This is the first time in the U.S. that 200 accredited impact investors have come together for a statewide marketplace where they could connect with each other, learn and have intimate access to social ventures representing projects for profits, nonprofits and funds at any stage of growth.

Perhaps these are some of the reasons U.S. News & World Report recently named Denver and the No. 1 place to live in its recent “2016 Best Places to Live in the United States.” The list ranks the country’s 100 largest metropolitan areas based on affordability, job prospects and quality of life.



ENGINEERING

Roadway Capital Improvement Projects

Hilltop Road Powerline Conversion

- Work consists of underground conversion of the existing overhead powerline adjacent to Hilltop Road between the Hess/Hilltop intersection and the Legend High School site

The contract for this work was approved by Town Council in December and work began in March.

Chambers Road Widening

- Work consists of widening of Chambers Road between Hess Road and Mainstreet

The project has been competitively bid and the contract was awarded by Town Council on Feb. 1. A preconstruction conference with the contractor was held in mid-February and roadway construction is anticipated to commence in mid-to-late March depending on weather. The roadway construction is scheduled to conclude late in 2016 with median landscaping taking place in 2017 (pending funding). Funding for this project is a joint effort with Douglas County and the Douglas County School District.

Chambers Road/Compark Boulevard Traffic Signal

- Work consists of construction of a traffic signal at the Chambers Road/Compark Boulevard intersection

The traffic signal is operational. Due to a lead time issue with the illuminated street name signs for the project, the project is anticipated to be completed in April.

Cottonwood Drive Widening

- Work consists of widening Cottonwood Drive between Jordan Road and Cottonwood Way intersections

The funding for the design for this project was appropriated as part of the 2016 budget. Town staff has commenced the selection process for the design consultant. It is anticipated that the design will be completed by late 2016 with construction anticipated for 2017 pending approval of the 2017 budget.

EastMain Development Phase 2

- Work consists of construction of a new roadway through the EastMain Park Plaza site and improvements to the adjacent roadways

Utility work continues on the East Mainstreet site as the contractor prepares for paving operations this spring. Crews will soon be installing sanitary sewer service to the site and completing the storm sewer installation. We anticipate resuming subgrade prep and paving in mid-to-late March, contingent upon weather, to be followed by streetscaping, irrigation and lighting improvements. The project is tracking for completion in early June.

Annual Roadway Maintenance Projects

Townwide Concrete Repair

- Work consists of miscellaneous sidewalk, concrete pavement and curb and gutter repairs throughout Town

The 2016 scope of work is currently being determined with competitive bidding anticipated to begin in late March.

Roadway Reconstruction

- Work consists of street repairs to various locations in Town

The 2016 reconstruction project limits will be the eastbound direction of Mainstreet between the commercial access at the southwest corner of Jordan Road to the Motsenbocker Road intersection. This roadway will be reconstructed as asphalt pavement in a similar manner as was done in 2015 for the westbound direction. Competitive bidding for the project was completed in February and Town Council awarded the project on Feb. 16. Pending a preconstruction conference with the contractor, construction is currently anticipated to occur in the spring/summer of 2016.

Roadway Resurfacing

- Work consists of street repairs to various locations in Town

The asphalt overlay portion of the project was awarded by Town Council in January. Bidding of the slurry/chip seal contract concluded in late February with an anticipated Town Council award on March 21. Construction is anticipated to commence as temperatures/weather allow this spring.

Recreation Improvements

East-West Trail - Phase II

- Project consists of constructing a multi-use recreational concrete trail between Newlin Gulch Boulevard and Chambers Road within and adjacent to the PSCo/Xcel powerline corridor

Design for the project is substantially complete. The Town has received approval from PSCo (Public Service Company of Colorado) for construction of this segment of trail. Pending approval by FEMA for the Newlin Gulch floodplain crossing and execution of the easements required, construction is anticipated for this summer.

East-West Trail - Phase III

- Project consists of constructing a multi-use recreational concrete trail between the Motsenbocker/Todd intersection to the Cherry Creek Trail within and adjacent to the PSCo/Xcel powerline corridor

Design on the project has commenced and preliminary discussions with PSCo/Xcel related to a required license agreement have commenced.

The Plaza on Main

- Project includes the design and construction of a public park and plaza located at the NE corner of E. Mainstreet and PACE Center Drive

The project is currently under design with construction anticipated to start this spring. ▼

Stormwater Capital Improvement Projects

Cherry Creek Restoration at Norton Open Space

- Work will include channel stabilization improvements approximately 2,000 feet downstream of Cottonwood Drive to the County line

The Cherry Creek at Norton Open Space Stormwater Capital Improvement Project has started. The contractor (53 Corporation) has mobilized in and started initial earthwork operations. This will be followed by channel and bank grading and installation of two boulder grade control structures in the creek. The project is

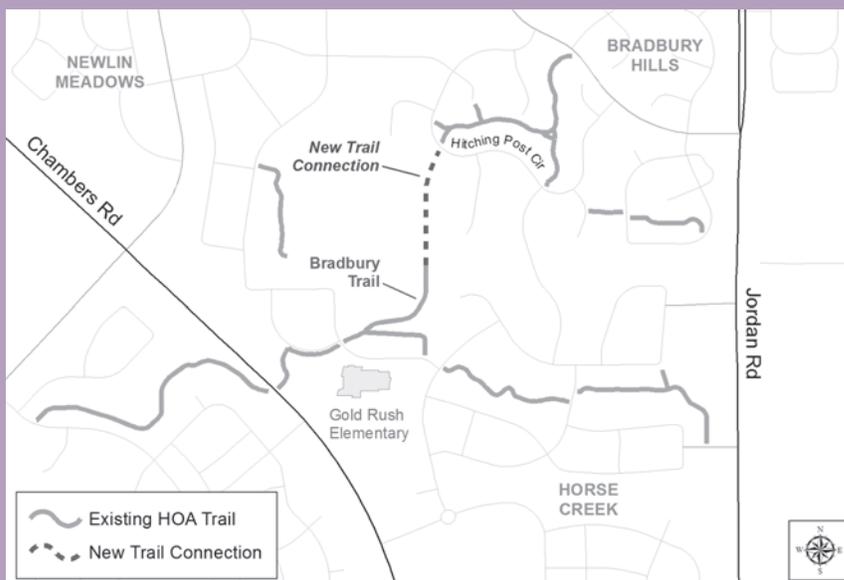
expected to take up to four months to complete and will result in a stabilized section of Cherry Creek. There will be minimal disruption to the Cherry Creek Regional Trail throughout the day, but the trail will remain open through the duration of the project. This project is also partially funded by the Urban Drainage and Flood Control District and the Cherry Creek Basin Water Quality Authority.



Project Focus: Bradbury Trail

A bid opening for the Bradbury Trail Project was held recently with the low bidder being T2 Construction from Arvada for approximately \$160,000. This project was needed to fill in a nearly 750-foot HOA trail gap located just northeast of Gold Rush Elementary School to Hitching Post Circle. This trail work will provide an alternate route for students.

The scope of this work includes 438 cubic yards of unclassified excavation, 334 cubic yards of topsoil, 19 tons of hot mix asphalt, 717 square yards of six-inch concrete bike trail and 131 lineal feet of curb and gutter. The contractor plans to work on this project following the end of the school year with a completion date of no later than July 29.





Facts & Statistics

February 2016

Accounts Payable

Total AP spend:

\$2,462,974.09

Invoices processed:

542

Checks processed:

327

Total check runs:

4

Average invoices per check run:

136

Average amount per invoice:

\$4,544.23

Average amount of check:

\$7,532.03

Purchasing Cards

Total P-Card spend:

\$339,690.76

Total P-Card transactions:

852

Total statement cycles:

1

Average statements per cycle:

852

Average transaction amount:

\$18,418.69

Payroll

Direct Deposits:

1,172

Employees Paid:

617

PANs Paid:

90

Sales Tax

New accounts opened:

29

Accounts closed:

4

Active audits:

29

Subscribers for sales tax notifications:

1,373 in 4 countries and 34 states

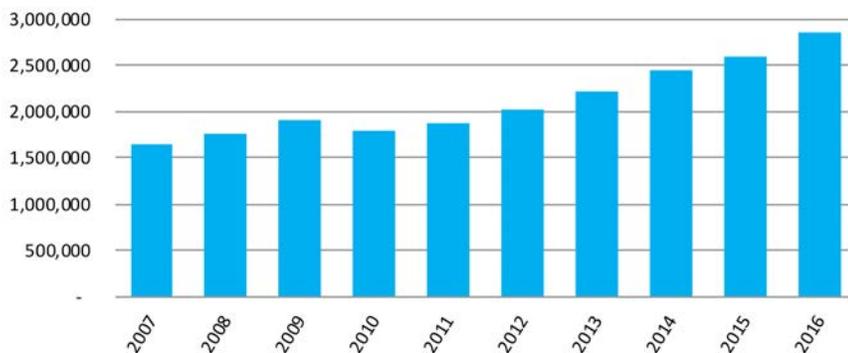
FINANCE

Investment Policy Certificate of Excellence Award

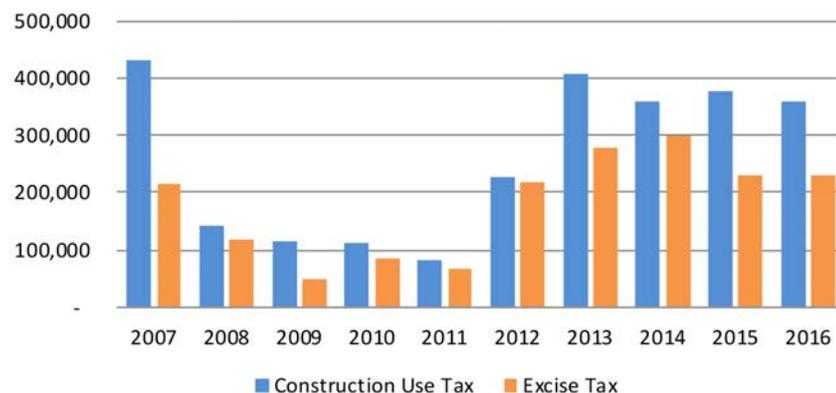
The Finance Department recently received the Investment Policy Certificate of Excellence from the Association of Public Treasurers of the United States and Canada.

This award recognizes the department for its success in developing an excellent comprehensive written investment policy. Congratulations to Director Don Warn and his staff on this honor!

Sales Tax Comparison - as of Feb. 29



Use & Excise Tax Comparison - as of Feb. 29





PARKS AND RECREATION

Parks and Forestry/Open Space Highlights

Athletic Field Aeration

The Parks turf crew aerated all of the Town's athletic fields in February. Aeration promotes turf health by increasing water penetration and allowing more oxygen to get to the root system. This is a key process to providing a safe playing surface.



Flowers Are on the Way!

The Parks horticulture crew transplanted nearly 1,000 flower plugs in its greenhouse. These annuals will be planted Town-wide in the annual flower bed displays this summer. By purchasing small plugs from local nurseries and growing them in our own greenhouse, the cost of the flower bed program is reduced, the Town has access to a wider range of varieties and it can better control plant quality.



Open Space Weed Control

The Forestry/Open Space Division overseeded nearly 15 acres of open space. With most major weed patches under control in Town open space, staff is working to speed up the process of grass reestablishment in these areas to prevent weeds from moving back in.



Love 'em or Leave 'em 5K/10K Another Success

The Love 'Em or Leave 'Em Valentine's 5K/10K race was relocated to Bar CCC Park this year due to wet and sloppy weather. Approximately 535 participants enjoyed the beautiful race day weather and pancakes. Charlie Rhode did a terrific job of coordinating the event.



PARKS AND RECREATION - CONT'D

Therapeutic Recreation

In February, the Therapeutic Recreation division updated and improved the check-in process for TR groups in order to better track facility usage. These groups generally use the gym, pool or walk the track. Since Jan. 22, membership cards have been issued for each group and are kept at the front desk. Because many visits are grant funded, tracking visits and usage is important.

The TR Division is currently serving 22 participants from Special Olympics, 70 participants from HighPointe, 42

participants from Care and Community, 10 participants from Thrive Community Inc., 22 participants from Parker Bridge, 14 participants from CHP DCSD Bridge and 17 participants from Aurora Residential Alternative. Staff has already been contacted by other local individuals with disabilities population groups that are asking for assistance.

With these growing numbers and increased demand, we are continuing to evaluate future funding sources to assist these additional groups.

Recreation Center Memberships

A total of 825 passes (10/20 visit, 3-month, 6-month, Annual, Annual plus H2O'Brien and Silver Sneakers) were sold in February as strong sales continue into the new year.

Below is a comparison of passes sold in January only for the past three years. Most pass sales continue to increase along with daily admission.

Memberships Sold - January	2014	2015	2016
3-Month Passes	38	43	50
6-Month Passes	53	53	65
6-Month Fitness Passes	17	18	11
Annual Passes	107	108	169
Annual Fitness Passes	17	12	12
Annual Plus H2O Passes	18	16	50
10-Visit Passes	81	66	138
20-Visit Passes	180	179	175
SilverSneakers	94	117	149
Total	2,619	2,627	2,835
Daily Admission	3,702	3,409	6,909

Sports Update

- On March 6, the Sports Division, in conjunction with the 303 Volleyball Club, hosted a Basic Skills Clinic at the Fieldhouse. Thirty-five kids ages 8-18 participated in the one-day clinic, many of them in preparation for the spring Volleyball season. Seven kids ages 4-8 participated in the VolleyTots portion of the clinic, which was conducted at the same time. This was the best turnout thus far for this activity.

- Forty participants from Parker, Aurora, Littleton, Castle Rock and Woodland Park participated in the Denver Nuggets Basketball Skills Challenge competition hosted by Parker Parks and Recreation on Feb. 28 at the Parker Fieldhouse. Eight youths captured honors in the Denver Nuggets Basketball Skills Challenge Sectional round and will advance to State.

Fieldhouse Update

There was a great turnout for Parent's Night Out (PNO) in February with a new record of 162 kids. The next PNO will be held on Saturday, March 12.

Senior Programs

Parker Parks and Recreation is collaborating with the Parker Senior Center to create a Senior Fitness Week where members from both facilities learn about recreational/social opportunities at the respective locations. This includes a social event and activities at both facilities.

Tours of the Parker Recreation Center are scheduled for April 11 through 15 from 10 to 11 a.m. Senior Fitness Week programs were also scheduled for May 23 where the Senior Center will host a SilverSneaker demo class instructed by Parker Recreation Center staff.

On May 25, Parker Parks and Recreation will host the annual Senior Stroll at 10 a.m. at O'Brien Park, and the Senior Center will host a Zumba Gold demo class instructed by Recreation Center staff on May 27.

Parker Parks and Recreation staff hopes to work with the Senior Center to expose aging adults to more fitness and wellness opportunities in the community.





POLICE DEPARTMENT

Department Highlights

- The 2016 Citizens' Police Academy kicked off on March 10. Thirty five Parker residents were on hand for week one of the 10-week class. The introductory class had presentations by Town Administrator Randy Young, Chief David King and Lieutenant Chris Peters.
- Town of Parker and Lone Tree Communications had a booth at the New Pediatric ER Open House at Sky Ridge Medical Center. Communications Technician Kristy Souser passed out information and explained to parents and children when and how to use 9-1-1.
- A DUI saturation event was held on Super Bowl Sunday. The saturation lasted five hours and resulted in one DUI arrest.
- Coffee with a Cop was held at Fika Coffee House 2 in Idyllewilde. The latest installment of this event was held near Legend High School in an effort to build relationships with younger members of our community.
- On Feb. 18, Sergeant Nate Schivinski instructed the Citizen Awareness Program at the Counterterrorism Education Learning Lab in Denver. The class focused on terrorism detection and prevention.
- The Parker Police teamed with Lone Tree Police to raise more than \$2,300 for Special Olympics. Communications Technician Debra Dailey, Police Officer Sponsored Cadet Crystal Kanaber, Victim's Advocate Nancy Prokop, Victim's Advocate Jennifer Rogers-Flynn and Victim's Advocate Volunteer Justine Johnson braved the 36-degree water. Three Victim's Advocate Volunteers also sat in the Chicken Coop to help raise money for a great cause.
- There was a rolling road closure for the funeral procession of Jacquie and Brian Lehner on March 4. This information was posted twice on the Police social media pages along with a map. These posts reached more than 5,000 people. Several individuals commented on how much they appreciated how proactive the Parker Police is with notifications.
- In February, a public service announcement about what to do if you accidentally dial 9-1-1 was released. The video has been seen by more than 2,600 residents on Facebook.
- Community Resource Officer Greg Epp met with teachers at Pioneer Elementary School in February. He began to work with them on a conflict resolution program that will be presented to 4th graders.



Kind Company of the Month Award

The Parker Police Department was honored with the first Kind Company of the Month award, from the Kindness Revolution, Parker CO. The Kindness Revolution is an organization that promotes kindness and highlights those who do kind acts. More than 50 people left positive comments on their website about the Parker Police Department.



Alice 105.9 Cares for Kids Telethon

The Parker Police Department had volunteers answering phones at the Alice 105.9 Cares for Kids telethon benefiting Children's Hospital Colorado. Lieutenant Doreen Jokerst, Detective Shannon Brukbacher, Detective Christine Garrabrants, Detective Tyler Herman and Communications Technician Danielle Huskey spent the afternoon answering phones helping Alice 105.9 raise money for this world-class facility that has helped the children of many Parker residents.



ITEM NO: 8A
 DATE: 03/21/2016

REQUEST FOR TOWN COUNCIL ACTION

TITLE: ORDINANCE NO. 1.465.1 - A Bill for an Ordinance to Adopt the 2016 Revised Budget for the Town of Parker and to Make Appropriations for the Same

- | | |
|--|--|
| <input checked="" type="checkbox"/> PUBLIC HEARING | <input type="checkbox"/> ORDINANCE FOR 1 st READING (03/07/2016) |
| <input type="checkbox"/> CONTRACT | <input checked="" type="checkbox"/> ORDINANCE FOR 2 nd READING (03/21/2016) |
| <input type="checkbox"/> MOTION | <input type="checkbox"/> RESOLUTION |



 Donald Warn, Finance Director



 G. Randolph Young, Town Administrator

ISSUE: Budget revision for the 2016 budget.

PRIOR ACTION: None.

FUNDING/BUDGET IMPACT: The table below summarizes the revision by fund and a detailed list of the carryover and supplemental appropriation requests is attached.

	Supplemental	Carryover	Total Expenditures	Revenue	Net Revision
General Fund	\$ 926,000	\$ 721,746	\$ 1,647,746	\$ 730,000	\$ 917,746
Parks and Recreation Fund	60,000	1,365,541	1,425,541	-	1,425,541
Law Enforcement Assistance Fund	-	6,499	6,499	-	6,499
Cultural Fund	180,000	18,000	198,000	-	198,000
Recreation Fund	-	120,682	120,682	-	120,682
Capital Improvement Fund	81,000	3,389,081	3,470,081	-	3,470,081
Stormwater Fund	207,788	64,704	272,492	-	272,492
Fleet Services Fund	20,000	-	20,000	-	20,000
Information Technology Fund	-	252,935	252,935	-	252,935
Facility Services Fund	-	3,190	3,190	-	3,190
Total all funds	\$ 1,474,788	\$ 5,942,377	\$ 7,417,165	\$ 730,000	\$ 6,687,165

BACKGROUND: The purpose of this budget revision is to appropriate funds to carryover unspent 2015 appropriations and to appropriate additional funds for 2016. The total carry-over

from 2015 is \$5,912,695 which includes \$721,746 in the General Fund, \$1,365,541 in the Parks and Recreation Fund, \$6,499 in the Law Enforcement Assistance Fund, \$18,000 in the Cultural Fund, \$120,682 in the Recreation Fund, \$3,389,081 in the Public Improvement Fund, \$64,704 in the Stormwater Fund, \$252,935 in the IT Fund and \$3,190 in the Facilities Services Fund.

The total supplemental appropriation for 2016 is \$1,474,788 which includes \$926,000 in the General Fund, \$60,000 in the Parks and Recreation Fund, \$180,000 in the Cultural Fund, \$81,000 in the Capital Improvement Fund, \$207,788 in the Stormwater Fund, and \$20,000 in the Fleet Services Fund. The detail list of items can be found in Exhibit A attached to the budget Ordinance.

RECOMMENDATIONS: Approve

PREPARED/REVIEWED BY: Donald Warn, Finance Director

ATTACHMENTS: Ordinance 1.465.1

RECOMMENDED MOTION: "I move to approve Ordinance No. 1.465.1 on second reading."

ORDINANCE NO. 1.465.1, Series of 2016**TITLE: A BILL FOR AN ORDINANCE TO ADOPT THE 2016 REVISED BUDGET FOR THE TOWN OF PARKER AND TO MAKE APPROPRIATIONS FOR THE SAME**

WHEREAS, the Home Rule Charter of the Town of Parker specifies that Town Council may make additional appropriations by ordinance during the fiscal year for unanticipated expenditures; and

WHEREAS, upon due and proper notice published and posted in accordance with the Town of Parker Home Rule Charter, said proposed budget revisions are open for inspection by the public at the Town Hall.

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

Section 1. The 2016 Revised Budget for the Town of Parker, Colorado, which is attached hereto as **Exhibit A** and incorporated by this reference, is hereby adopted and the monies are appropriated to the various funds as the same are budgeted.

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 _____, 2016.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this _____ day of _____,
2016.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

	<u>Revision</u>	<u>2016 Revised Budget</u>
<u>General Fund</u>		
Beginning fund balance		\$ 20,648,221
Revenue		45,415,983
Revenue revision	<u>730,000</u>	<u>730,000</u>
Total revised revenue		46,145,983
Total available		<u>66,794,204</u>
Expenditures		52,943,701
2015 Carry-over	721,746	
Supplemental appropriation	<u>926,000</u>	
Total expenditure revision		<u>1,647,746</u>
Total revised expenditures	<u>-</u>	<u>54,591,447</u>
Ending fund balance		<u><u>\$ 12,202,757</u></u>
<u>Parks and Recreation Fund</u>		
Beginning fund balance		\$ 12,322,752
Revenue		8,373,300
Revenue revision	<u>-</u>	<u>-</u>
Total revised revenue		8,373,300
Total available		<u>20,696,052</u>
Expenditures		17,457,119
2015 Carry-over	1,365,541	
Supplemental appropriation	<u>60,000</u>	
Total expenditure revision		<u>1,425,541</u>
Total revised expenditures		<u>18,882,660</u>
Ending fund balance		<u><u>\$ 1,813,392</u></u>

	<u>Revision</u>	<u>2016 Revised Budget</u>
<u>Law Enforcement Assistance Fund</u>		
Beginning fund balance		\$ 82,736
Revenue		140,700
Revenue revision		-
Total revised revenue		140,700
Total available		223,436
Expenditures		130,504
2015 Carry-over	6,499	
Total expenditure revisions		6,499
Total revised expenditures		137,003
Ending fund balance		\$ 86,433
 <u>Cultural Fund</u>		
Beginning fund balance		\$ 1,284,613
Revenue		5,134,810
Revenue revision		-
Total revised revenue		5,134,810
Total available		6,419,423
Expenditures		5,457,199
2015 Carry-over	18,000	
Supplemental appropriation	180,000	
Total expenditure revisions		198,000
Total revised expenditures		5,655,199
Ending fund balance		\$ 764,224

	<u>Revision</u>	<u>2016 Revised Budget</u>
<u>Recreation Fund</u>		
Beginning fund balance		\$ 1,611,022
Revenue		5,675,650
Revenue revision		-
Total revised revenue		5,675,650
Total available		7,286,672
Expenditures		6,954,210
2015 Carry-over	120,682	
Total expenditure revisions		120,682
Total revised expenditures		7,074,892
Ending fund balance		<u>\$ 211,780</u>
<u>Public Improvements Fund</u>		
Beginning fund balance		\$ 14,424,983
Revenue		10,479,467
Revenue revision		-
Total revised revenue		10,479,467
Total available		24,904,450
Expenditures		18,093,661
2015 Carry-over	3,389,081	
Supplemental appropriation	81,000	
Total expenditure revisions		3,470,081
Total revised expenditures		21,563,742
Ending fund balance		<u>\$ 3,340,708</u>

	<u>Revision</u>	<u>2016 Revised Budget</u>
<u>Stormwater Utility Fund</u>		
Beginning fund balance		\$ 5,119,123
Revenue		2,082,100
Revenue revision	-	-
Total revised revenue		<u>2,082,100</u>
Total available		<u>7,201,223</u>
Expenditures		1,974,875
2015 Carry-over	64,704	
Supplemental appropriation	207,788	
Total expenditure revisions		<u>272,492</u>
Total revised expenditures		<u>2,247,367</u>
Ending fund balance		<u><u>\$ 4,953,856</u></u>
 <u>Fleet Services Fund</u>		
Beginning fund balance		\$ 1,970,346
Revenue		1,588,100
Revenue revision	-	-
Total revised revenue		<u>1,588,100</u>
Total available		<u>3,558,446</u>
Expenditures		2,217,613
Supplemental appropriation	20,000	
2015 Carry-over		
Total expenditure revisions		<u>20,000</u>
Total revised expenditures		<u>2,237,613</u>
Ending fund balance		<u><u>\$ 1,320,833</u></u>

	<u>Revision</u>	<u>2016 Revised Budget</u>
<u>Information Technology Fund</u>		
Beginning fund balance		\$ 561,954
Revenue		<u>3,635,996</u>
Revenue revision	<u>-</u>	<u>-</u>
Total revised revenue		<u>3,635,996</u>
Total available		<u>4,197,950</u>
Expenditures		3,751,469
Supplemental appropriation	-	
2015 Carry-over	<u>252,935</u>	
Total expenditure revisions		<u>252,935</u>
Total revised expenditures		<u>4,004,404</u>
Ending fund balance		<u><u>\$ 193,546</u></u>
<u>Facility Services Fund</u>		
Beginning fund balance		\$ 85,429
Revenue		<u>862,700</u>
Revenue revision	<u>-</u>	<u>-</u>
Total revised revenue		<u>862,700</u>
Total available		<u>948,129</u>
Expenditures		862,860
Supplemental appropriation	-	
2015 Carry-over	<u>3,190</u>	
Total expenditure revisions		<u>3,190</u>
Total revised expenditures		<u>866,050</u>
Ending fund balance		<u><u>\$ 82,079</u></u>

Town of Parker

Detail of Carryover Revisions to 2016 Budget

General Fund

HR Furniture	1,500	101-4155-2125
Employee Recognition Program	11,000	101-4155-3954
Sign Code Amendment	4,000	101-4191-3310
Parker Road Corridor Plan	119,000	101-4191-3326
Michael Baker International	29,000	101-4191-3391
PSC Group Task Orders	26,500	101-4191-3391
Town Branding Initiative	15,000	101-4193-3390
Radio Upgrade in Dispatch	19,569	101-4215-7415
Third Party Roofing Inspection	13,000	101-4242-3390
Truck for Life Safety Inspector	25,480	101-4242-7420
R&M Bridges - Chambers & Happy Canyon Bridge	65,000	101-4310-3435
R&M Town Parking Lot - Rec Center	5,500	101-4310-3436
R&M Concrete - Dclay Duc to Frost	4,900	101-4310-3445
R&M Resurfacing - Delay Due to Snow	30,000	101-4310-3446
Pine Curve Development	6,500	101-4311-3320
Bike Lane Striping	28,959	101-4312-3440
Terminal Server Cards	33,254	101-4312-3443
LED Roadway Fixture	34,584	101-4312-3455
Traffic Signal System	220,000	101-4312-7420
Motsenbocker FF&E	7,500	101-4520-2125
Ball field Light Repair	12,500	101-4520-3445
Trail Repair	9,000	101-4520-3448

Total General Fund carryover revision

721,746

Parks and Recreation Fund

Rec Center Expansion Construction	789	203-4520-7210
Rec Center Expansion IT	16,886	203-4520-7211
Rec Center Expansion FF&E	6,403	203-4520-7212
Rec Center Expansion Art & Signage	58,848	203-4520-7213
Norton Improvements	14,131	203-4520-7717
Bradbury Hills Trail	322,661	203-4520-7726
Site Signage	15,030	203-4520-7759
Dog Park/Disc Golf	525,000	203-4520-7766
The Plaza on Main Construction	189,472	203-4520-7776
O'Brien Park/Mainstreet Ped Improvements	30,000	203-4520-7778
Stroh Ranch Parking Lot	36,321	203-4520-7779
The Plaza on Main FFE, IT & Art	150,000	203-4520-7780

Total Parks and Recreation Fund carryover revision

1,365,541

Law Enforcement Assistance Fund

E-Citation Project	6,499	204-4216-7415
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Total Law Enforcement Assistance Fund carryover revision

6,499

Town of Parker

Detail of Carryover Revisions to 2016 Budget

Cultural Fund

Printing for Meeting Rental & Booth Display 18,000 205-4539-3550

Total Cultural Fund carryover revision

18,000

Recreation Fund

Fieldhouse Power Conditioner 13,000 206-4526-7200
Complete Active Implementation 20,000 206-4510-7415
Basketball Hoops Rec Center 45,000 206-4523-7410
Security Cameras (reallocated from Active implementation) 29,682 206-4523-7410
Floor Burnisher Fieldhouse 9,080 206-4526-7200
Sigh Repair Fieldhouse 3,920 206-4526-7200

Total Recreation Fund carryover revision

120,682

Public Improvement Fund

Signal Chambers/Compark 9,000 301-4293-7540
Signal Cottonwood Dr/Cottonwood Way 12,000 301-4293-7541
Redundant Fiber Optics Upgrade 185,000 301-4293-7542
Town-wide Sign Program 31,000 301-4310-7557
Chambers Road - Mainstreet to Hess 50,000 301-4310-7566
Hess Widening - Motts-Leesburg 10,000 301-4310-7610
Todd Drive - Jordan to Motsenbocker 10,000 301-4310-7612
Dransfeldt/Motsenbocker/Todd Roadway Alignment 200,000 301-4310-7614
Summerset Lane Extension 67,019 301-4310-7620
Power Line Undergrounding 49,150 301-4310-7700
The Plaza on Main Site Development 2,199,170 301-4310-7776
Public Works Fac Construction 288,841 301-4317-7210
Public Works Fac FF&E 200,900 301-4317-7212
Public Works Fac Artwork/Signage 77,000 301-4317-7213

Total Public Improvement Fund carryover revision

3,389,081

Stormwater Fund

Newlin Gulch Trail Crossing 4,697 501-4315-7839
Muller-Newlin Gulch Low Water Crossing Design 7,862 501-4315-3320
Muller-Floodplain Analysis 2,145 501-4315-3320
Hilltop Water Quality Improvement 50,000 501-4315-7838

Total Stormwater Fund carryover revision

64,704

Town of Parker

Detail of Carryover Revisions to 2016 Budget

Information Technology Fund

Equipment for network redesign	193,350	602-4192-7415
Professional Services Fiber Network to OSFP Standards	19,950	602-4192-7415
Complete Multi-Factor Authentication Project	17,000	602-4192-7415
Professional Services PCI Compliance	4,635	602-4192-3390
SAN maintenance	18,000	602-4192-7415

Total Information Technology Fund carryover revision

252,935

Facility Services Fund

Facilities - Training	3,190	603-4196-3570
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Total Facility Services Fund carryover revision

3,190

Total carryover revision

\$ 5,942,377

Town of Parker

Detail of Supplemental Revisions to 2016 Budget

General Fund

TRAKiT System Upgrades	5,000
Town Branding Project	30,000
Storage for Historic Fire Truck	11,000
Replace 911 Telephone System	500,000
Purchase Two Dispatch Consoles	230,000
Part-time Wages for Payment Tech	8,000
Third Party Roofing Inspections	27,000
Permanent LED lighting across Mainstreet	115,000

Total General Fund supplemental revision

926,000

Parks & Recreation Fund

Analysis of Long-term Senior Needs	15,000
Innovation Pavilion Interactive Playground	35,000
Rueter Hess Recreation Authority	10,000

Total Parks & Recreation Fund supplemental revision

60,000

Cultural Fund

Schoolhouse Gymnasium Demolition	180,000
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Total Cultural Fund supplemental revision

180,000

Recreation Fund

Total Recreation Fund supplemental revision

-

Public Improvement Fund

Traffic Signal Parker Road and Parkglenn	(269,000)
Parker Rd Sidewalk (Sulphur Gulch to Plaza Dr)	50,000
Powerline Undergrounding (Jordan Rd from E470 to Acer Dr)	300,000

Total Public Improvement Fund supplemental revision

81,000

Stormwater Utility Fund

Newlin Gulch Trail Crossing at Parker Homestead	7,788
Newlin Gulch Trail Crossing at East/West Trail	200,000

Total Stormwater Utility Fund supplemental revision

207,788

Fleet Service Fund

Rack for Alignment System	20,000
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Total Fleet Services Fund supplemental revision

20,000

Total supplemental revision

\$ 1,474,788



REQUEST FOR TOWN COUNCIL ACTION

TITLE: ALCORN PROPERTY ANNEXATION (Continued from January 19, 2016)

- (1) **RESOLUTION NO. 16-019**
A Resolution to set Forth Town Council's Findings of Fact and Conclusions as to the Eligibility of 6429 Alcorn Street Property for Annexation into the Town of Parker
- (2) **RESOLUTION NO. 16-020**
A Resolution to Set Forth Town Council's Findings of Fact and Conclusions as to the Eligibility of 11895 S. Alcorn Street and 11897 S. Alcorn Street Property for Annexation into the Town of Parker
- (3) **RESOLUTION NO. 16-021**
A Resolution to Set Forth Town Council's Findings of Fact and Conclusions as to the Eligibility of 11905 S. Alcorn Street Property for Annexation into the Town of Parker
- (4) **ORDINANCE NO. 2.242 – Second Reading**
A Bill for an Ordinance Approving and Accomplishing the Annexation of Contiguous Unincorporated Territory Known as 6429 Alcorn Street Property in Douglas County
- (5) **ORDINANCE NO. 2.243 – Second Reading**
A Bill for an Ordinance Approving and Accomplishing the Annexation of Contiguous Unincorporated Territory Known as 11895 S. Alcorn Street and 11897 S. Alcorn Street Property in Douglas County
- (6) **ORDINANCE NO. 2.244 – Second Reading**
A Bill for an Ordinance Approving and Accomplishing the Annexation of Contiguous Unincorporated Territory Known as 11905 S. Alcorn Street Property in Douglas County

- (7) **ORDINANCE NO. 3.318** – Second Reading
A Bill for an Ordinance Rezoning Certain Property Within the Town of Parker, Colorado, Known as 6429 Alcorn Street Property to Modified Commercial District Pursuant to the Parker Land Development Ordinance and Amending the Zoning Ordinance and Map to Conform Therewith

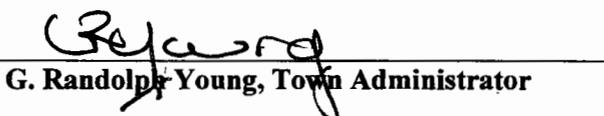
- (8) **ORDINANCE NO. 3.319** – Second Reading
A Bill for an Ordinance Rezoning Certain Property Within the Town of Parker, Colorado, Known as 11895 S. Alcorn Street and 11897 S. Alcorn Street Property to Modified Commercial District Pursuant to the Parker Land Development Ordinance and Amending the Zoning Ordinance and Map to Conform Therewith

- (9) **ORDINANCE NO. 3.320** – Second Reading
A Bill for an Ordinance Rezoning Certain Property Within the Town of Parker, Colorado, Known as 11095 S. Alcorn Street Property to Modified Commercial District Pursuant to the Parker Land Development Ordinance and Amending the Zoning Ordinance and Map to Conform Therewith

- (10) **ALCORN PROPERTY ANNEXATION AGREEMENT**

- | | | |
|--|---|--------------|
| <input checked="" type="checkbox"/> PUBLIC HEARING | <input type="checkbox"/> ORDINANCE FOR 1 ST READING | (03/07/2016) |
| <input type="checkbox"/> CONTRACT | <input checked="" type="checkbox"/> ORDINANCE FOR 2 ND READING | (03/21/2016) |
| <input checked="" type="checkbox"/> MOTION | <input checked="" type="checkbox"/> RESOLUTION | |


 John Fussa, Community Development Director


 G. Randolph Young, Town Administrator

ISSUE:
 Armstrong Development Group seeks to annex three parcels comprising 1.8 acres located at the southeast corner of Parker Road and Lincoln Avenue. The applicant is also requesting a Modified Commercial zoning for the site. If approved they intend to develop the site for commercial use.

PRIOR ACTION:
 This past November, Council adopted three resolutions setting the public hearing date for the Alcorn Property annexation requests to January 19, 2016. Noticing of these resolutions had to be redone when it was discovered that an incorrect legal description was attached to one of the resolutions. The resolutions were re-introduced to Town Council on January 19, 2016 setting the public hearing date for March 21, 2016.

The three ordinances establishing the zoning on each of the three parcels were approved at first reading on January 4, 2016. On January 19, 2016, the three zoning ordinances were continued to March 21, 2016 for second reading and the public hearing.

On March 7, 2016, the three annexation ordinances were approved on first reading with second reading and public hearing scheduled for March 21, 2016.

FUNDING/BUDGET IMPACT:

None

BACKGROUND:

The three parcels under consideration for this annexation and zoning request are within the Town's Urban Growth Area Boundary. They exist as three residential lots within the Parker Heights subdivision in unincorporated Douglas County. A related amendment to the Town of Parker Master Plan was approved by Town Council on March 7, 2016 in order to ensure this request is consistent with the Master Plan's land use recommendations.

RECOMMENDATION:

Staff recommends Town Council approve the three resolutions establishing findings of fact concerning the eligibility of the Alcorn Street parcels for annexation. Additionally, staff recommends Town Council approve the three ordinances annexing the parcels and the three ordinances zoning the parcels Modified Commercial. Finally, staff recommends Town Council approve the Annexation Agreement for the Alcorn Street parcels. Planning Commission recommended approval of the zoning request following a public hearing conducted January 14, 2016.

PREPARED/REVIEWED BY:

Patrick Mulready, Senior Planner; Steve Greer, Deputy Community Development Director; John Fussa, Community Development Director; James S. Maloney, Town Attorney

ATTACHMENTS:

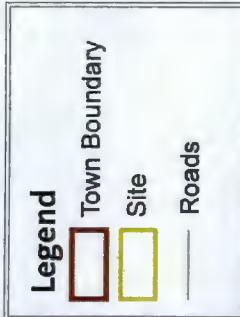
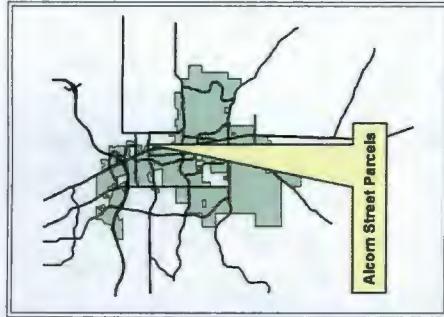
1. Vicinity Map
2. Resolution No. 16-019
3. Resolution No. 16-020
4. Resolution No. 16-021
5. Ordinance 2.242
6. Ordinance 2.243
7. Ordinance 2.244
8. Ordinance 3.318
9. Ordinance 3.319
10. Ordinance 3.320
11. Annexation Agreement (hold for title)
12. Staff Report and Referral Agency Comments

RECOMMENDED MOTION:

- (1) "I move to approve Resolution No. 16-019."
- (2) "I move to approve Resolution No. 16-020."
- (3) "I move to approve Resolution No. 16-021."
- (4) "I move to approve Ordinance No. 2.242 on second reading."
- (5) "I move to approve Ordinance No. 2.243 on second reading."
- (6) "I move to approve Ordinance No. 2.244 on second reading."
- (7) "I move to approve Ordinance No. 3.318 on second reading."
- (8) "I move to approve Ordinance No. 3.319 on second reading."
- (9) "I move to approve Ordinance No. 3.320 on second reading."
- (10) "I move to approve the Annexation Agreement for the Alcorn Street Property."

Annexation:

Ordinances 2.242, 2.243, 2.244



Narrative:
Applicant seeks approval of an annexation of 1.8 acres of land over three parcels for Modified Commercial.

Planner: Patrick Mulready
Hearing Schedules:
Planning Commission: January 14, 2016
Town Council: March 7 and 21, 2016



RESOLUTION NO. 16-019, Series of 2016

TITLE: A RESOLUTION TO SET FORTH TOWN COUNCIL'S FINDINGS OF FACT AND CONCLUSIONS AS TO THE ELIGIBILITY OF 6429 ALCORN STREET PROPERTY FOR ANNEXATION INTO THE TOWN OF PARKER

WHEREAS, an annexation petition was filed with the Town Clerk requesting the annexation of certain unincorporated territory located in the County of Douglas and State of Colorado, otherwise known as 6429 Alcorn Street property, and hereafter described in **Exhibit A**, which is attached hereto and made a part hereof;

WHEREAS, the Town Council of the Town of Parker, Colorado, found substantial compliance of said petition with Colo. Rev. Stat. § 31-12-107;

WHEREAS, the Town Council of the Town of Parker, Colorado, conducted a public hearing as required by law to determine the eligibility for annexation of that property described in attached Exhibit A;

WHEREAS, public notice of such public hearing was given as required by law;

WHEREAS, the public hearing on the said annexation petition was conducted in accordance with the requirements of the law; and

WHEREAS, pursuant to Colo. Rev. Stat. § 31-12-110, the Town Council, sitting as the governing body of the Town of Parker, Colorado, is required to set forth its findings of fact and its conclusion as to the eligibility of that property described in attached Exhibit A for annexation to the Town of Parker.

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

Section 1. A service plan for that area encompassing the property described in attached Exhibit A has been adopted by the Town Council pursuant to Colo. Rev. Stat. § 31-12-105(1)(e).

Section 2. Not less than one-sixth (1/6th) of the perimeter of the area proposed to be annexed as described in attached Exhibit A is contiguous with the existing boundaries of the Town of Parker as required by law.

Section 3. A community of interest exists between the area proposed to be annexed as described in attached Exhibit A and the Town of Parker, and the area will be urbanized in the near future.

Section 4. The area proposed to be annexed is described in attached Exhibit A and is integrated or is capable of being integrated within the Town of Parker.

Section 5. The limitations of the Municipal Annexation Act and the Constitution of the State of Colorado do not prevent the annexation of the subject property or any part thereof since:

a. No land in the territory to be annexed which is held in identical ownership and consists of either a single tract or parcel, or two or more contiguous tracts or parcels, has been divided or a portion thereof excluded for the area to be annexed without the written consent of the owners thereof;

b. No land in the territory to be annexed which is held in identical ownership and comprises twenty (20) or more acres, having an assessed valuation for ad valorem tax purposes in excess of \$200,000.00 in the year next preceding the annexation, has been included in the area to be annexed without the written consent of the landowners;

c. No proceedings have been commenced by another municipality for the annexation of all or part of the territory to be annexed by the Town of Parker; and

d. The annexation will not result in the detachment of the area from the school district in which it is currently located.

Section 6. The petition(s) for the annexation of that real estate described in attached Exhibit A meet the requirements of law and are in proper order for annexation for the property proposed to be annexed as described in attached Exhibit A.

Section 7. No election is required pursuant to Colo. Rev. Stat. § 31-12-107(2) or any other law of the State of Colorado or the Town of Parker.

Section 8. The proposed annexation will not have the effect of extending a municipal boundary more than three (3) miles in any direction from any point of the Town boundary in any one year.

Section 9. The entire width of any street or alley to be annexed is included within the annexation.

Section 10. The property described in the attached Exhibit A is eligible for annexation to the Town of Parker and all requirements of law have been met for such annexation, including the requirements of Colo. Rev. Stat. §§ 31-12-104 and 31-12-105, as amended.

Section 11. An ordinance annexing that property described in attached Exhibit A to the Town of Parker shall be considered by this Town Council pursuant to Colo. Rev. Stat. § 31-12-111.

RESOLVED AND PASSED this _____ day of _____, 2016.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

Exhibit A

SURVEYORS LEGAL DESCRIPTION

Lot 1, Block 1, Parker Heights -Filing No.1 as recorded under Reception No. 113057 of the Douglas County Clerk and Recorders Office, and a Parcel of land located in the Northwest Quarter of Section 15, Township 6 South, Range 66 West of the 6th P.M., County of Douglas, State of Colorado, described as follows:

Commencing at the North Quarter Comer of said Section 15 being monumented with a found 3.25" aluminum cap flush with ground stamped PLS 30109, whence the Northwest Comer of said Section 15 being monumented with a found 3.25" aluminum cap in range box stamped PLS 19003, bears S 89°29'01" W, a distance of 2643.42 feet; Thence along the Northerly line of said Northwest Quarter, S 89°29'01" W, a distance of 441.75 feet to a point being the Northeast Comer of a parcel of land as described under Reception No. 2007022588 of said Clerk's Office, said point also being the Northwest Comer of said Lot 1, Block 1, said point also being the POINT OF BEGINNING:

Thence along the common line of said Reception No. 2007022588 and Lot 1, Block 1, S 40°11'57" E, a distance of 201.62 feet to the most Easterly Comer of said Reception No. 2007022588, said point also being the Southwest Comer of said Lot 1, Block 1, said point also being on the Northerly Right-of-Way line of Alcorn Avenue as platted under Reception No. 113057 of said Clerk's Office; Thence along said Northerly Right-of-Way line and the Westerly Right-of-Way line of South Alcorn Street as platted under Reception No. 113057 the following two courses: 1) On a non-tangent curve to the left with a radius of 130.00 feet, a central angle of 50°11'02", an arc length of 113.86 feet, whose chord bears S 24°36'15" W, a distance of 110.26 feet; 2) S 00°29'16" E, a distance of 43.90 feet to a point being the Southeast Comer of said Reception No. 2007022588, said point also being the Northeast Comer of a parcel of land recorded under Reception No. 2011013028 of said Clerk's Office; Thence along the Southerly line of said Reception No. 2007022588, said line also being the Northerly line of said Reception No. 2011013028, S 89°30'44" W, a distance of 108.40 feet to a point being the Southeast Comer of Colorado Department of Transportation Parcel No. 64 as recorded under Book 847 at Page 361 of said Clerk's Office, said point also being the Northeast Comer of Colorado Department of Transportation Parcel No. 65 recorded under Book 768 at Page 736 of said Clerk's Office; Thence along the Easterly line of said Parcel No. 64, N 16°07'16" W, a distance of 268.16 feet to a point on the Southeasterly line of a Town of Parker ROW Parcel No. 36 as recorded under Reception No. 2001050511 of said Clerk's Office; Thence along said Southeasterly line, N 26°15'01" E, a distance of 45.44 feet to a point being the Northeasterly Comer of said Parcel No. 36, said point also being on the Northerly line of the Northwest Quarter of Section 15; Thence along said Northerly line, also being the Northerly line of said Reception No. 2007022588, N 89°29'01" E, a distance of 78.16 feet to the POINT OF BEGINNING.

The above described combined parcel contains 57,365 Square Feet or 1.32 Acres more or less.

RESOLUTION NO. 16-020, Series of 2016

TITLE: A RESOLUTION TO SET FORTH TOWN COUNCIL'S FINDINGS OF FACT AND CONCLUSIONS AS TO THE ELIGIBILITY OF 11895 S. ALCORN STREET AND 11897 S. ALCORN STREET PROPERTY FOR ANNEXATION INTO THE TOWN OF PARKER

WHEREAS, an annexation petition was filed with the Town Clerk requesting the annexation of certain unincorporated territory located in the County of Douglas and State of Colorado, otherwise known as 11895 S. Alcorn Street and 11897 S. Alcorn Street property, and hereafter described in **Exhibit A**, which is attached hereto and made a part hereof;

WHEREAS, the Town Council of the Town of Parker, Colorado, found substantial compliance of said petition with Colo. Rev. Stat. § 31-12-107;

WHEREAS, the Town Council of the Town of Parker, Colorado, conducted a public hearing as required by law to determine the eligibility for annexation of that property described in attached Exhibit A;

WHEREAS, public notice of such public hearing was given as required by law;

WHEREAS, the public hearing on the said annexation petition was conducted in accordance with the requirements of the law; and

WHEREAS, pursuant to Colo. Rev. Stat. § 31-12-110, the Town Council, sitting as the governing body of the Town of Parker, Colorado, is required to set forth its findings of fact and its conclusion as to the eligibility of that property described in attached Exhibit A for annexation to the Town of Parker.

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

Section 1. A service plan for that area encompassing the property described in attached Exhibit A has been adopted by the Town Council pursuant to Colo. Rev. Stat. § 31-12-105(1)(e).

Section 2. Not less than one-sixth (1/6th) of the perimeter of the area proposed to be annexed as described in attached Exhibit A is contiguous with the existing boundaries of the Town of Parker as required by law.

Section 3. A community of interest exists between the area proposed to be annexed as described in attached Exhibit A and the Town of Parker, and the area will be urbanized in the near future.

Section 4. The area proposed to be annexed is described in attached Exhibit A and is integrated or is capable of being integrated within the Town of Parker.

Section 5. The limitations of the Municipal Annexation Act and the Constitution of the State of Colorado do not prevent the annexation of the subject property or any part thereof since:

a. No land in the territory to be annexed which is held in identical ownership and consists of either a single tract or parcel, or two or more contiguous tracts or parcels, has been divided or a portion thereof excluded for the area to be annexed without the written consent of the owners thereof;

b. No land in the territory to be annexed which is held in identical ownership and comprises twenty (20) or more acres, having an assessed valuation for ad valorem tax purposes in excess of \$200,000.00 in the year next preceding the annexation, has been included in the area to be annexed without the written consent of the landowners;

c. No proceedings have been commenced by another municipality for the annexation of all or part of the territory to be annexed by the Town of Parker; and

d. The annexation will not result in the detachment of the area from the school district in which it is currently located.

Section 6. The petition(s) for the annexation of that real estate described in attached Exhibit A meet the requirements of law and are in proper order for annexation for the property proposed to be annexed as described in attached Exhibit A.

Section 7. No election is required pursuant to Colo. Rev. Stat. § 31-12-107(2) or any other law of the State of Colorado or the Town of Parker.

Section 8. The proposed annexation will not have the effect of extending a municipal boundary more than three (3) miles in any direction from any point of the Town boundary in any one year.

Section 9. The entire width of any street or alley to be annexed is included within the annexation.

Section 10. The property described in the attached Exhibit A is eligible for annexation to the Town of Parker and all requirements of law have been met for such annexation, including the requirements of Colo. Rev. Stat. §§ 31-12-104 and 31-12-105, as amended.

Section 11. An ordinance annexing that property described in attached Exhibit A to the Town of Parker shall be considered by this Town Council pursuant to Colo. Rev. Stat. § 31-12-111.

RESOLVED AND PASSED this _____ day of _____, 2016.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

Exhibit A

Surveyors Legal Description

A Parcel of located in the Northwest Quarter of Section 15, Township 6 South, Range 66 West of the 6th P.M., County of Douglas, State of Colorado, described as follows:

Commencing at the North Quarter Corner of said Section 15 being monumented with a found 3.25" aluminum cap flush with ground stamped PLS 30109, whence the Northwest Corner of said Section 15 being monumented with a found 3.25" aluminum cap in range box stamped PLS 19003, bears S 89°29'01" W, a distance of 2643.42 feet; Thence S 50°27'23" W, a distance of 644.82 feet to a point being the Southeast Comer of a parcel of land as described under Reception No. 2011013028, said point also being the Northeast Comer of a parcel of land as described under Reception No. 2011037128, said point also being on the Westerly Right-of-Way line of South Alcorn Street as platted under Reception No. 113057 all in the Douglas County Clerk and Records Office, said point also being the POINT OF BEGINNING:

Thence along the Southerly line of said Reception No. 2011013028, said point also being on the Northerly line of said Reception No. 2011037128, S 89°30'44" W, a distance of 90.73 feet to the Southeast corner of Colorado Department of Transportation Parcel No. 65 as recorded under Book 768 at Page 736 of said Clerk's Office;

Thence along the Easterly line of said Parcel 65, N 09°51'10" W, a distance of 108.59 feet to a point being the Northeast comer of said Parcel 65, said point also being on the Northerly line of said Reception No. 2011013028, said point also being on the Southerly line of Reception No. 2007022588 of said Clerk's Office; Thence along said Northerly and Southerly lines N 89°30'44" E, a distance of 108.40 feet to a point being the Northeast Corner of said Reception No. 2011013028, said point also being the Southeast Comer of said Reception No. 2007022588, said point also being on said Westerly Right-of-Way line of South Alcorn Street; Thence also said Westerly line S 00°29'16" E, a distance of 107.14 feet to the POINT OF BEGINNING.

The above described parcel contains 10667.5 Square Feet or 0.25 Acres more or less.

RESOLUTION NO. 16-021, Series of 2016

TITLE: A RESOLUTION TO SET FORTH TOWN COUNCIL'S FINDINGS OF FACT AND CONCLUSIONS AS TO THE ELIGIBILITY OF 11905 S. ALCORN STREET PROPERTY FOR ANNEXATION INTO THE TOWN OF PARKER

WHEREAS, an annexation petition was filed with the Town Clerk requesting the annexation of certain unincorporated territory located in the County of Douglas and State of Colorado, otherwise known as 11905 S. Alcorn Street property, and hereafter described in **Exhibit A**, which is attached hereto and made a part hereof;

WHEREAS, the Town Council of the Town of Parker, Colorado, found substantial compliance of said petition with Colo. Rev. Stat. § 31-12-107;

WHEREAS, the Town Council of the Town of Parker, Colorado, conducted a public hearing as required by law to determine the eligibility for annexation of that property described in attached Exhibit A;

WHEREAS, public notice of such public hearing was given as required by law;

WHEREAS, the public hearing on the said annexation petition was conducted in accordance with the requirements of the law; and

WHEREAS, pursuant to Colo. Rev. Stat. § 31-12-110, the Town Council, sitting as the governing body of the Town of Parker, Colorado, is required to set forth its findings of fact and its conclusion as to the eligibility of that property described in attached Exhibit A for annexation to the Town of Parker.

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

Section 1. A service plan for that area encompassing the property described in attached Exhibit A has been adopted by the Town Council pursuant to Colo. Rev. Stat. § 31-12-105(1)(e).

Section 2. Not less than one-sixth (1/6th) of the perimeter of the area proposed to be annexed as described in attached Exhibit A is contiguous with the existing boundaries of the Town of Parker as required by law.

Section 3. A community of interest exists between the area proposed to be annexed as described in attached Exhibit A and the Town of Parker, and the area will be urbanized in the near future.

Section 4. The area proposed to be annexed is described in attached Exhibit A and is integrated or is capable of being integrated within the Town of Parker.

Section 5. The limitations of the Municipal Annexation Act and the Constitution of the State of Colorado do not prevent the annexation of the subject property or any part thereof since:

a. No land in the territory to be annexed which is held in identical ownership and consists of either a single tract or parcel, or two or more contiguous tracts or parcels, has been divided or a portion thereof excluded for the area to be annexed without the written consent of the owners thereof;

b. No land in the territory to be annexed which is held in identical ownership and comprises twenty (20) or more acres, having an assessed valuation for ad valorem tax purposes in excess of \$200,000.00 in the year next preceding the annexation, has been included in the area to be annexed without the written consent of the landowners;

c. No proceedings have been commenced by another municipality for the annexation of all or part of the territory to be annexed by the Town of Parker; and

d. The annexation will not result in the detachment of the area from the school district in which it is currently located.

Section 6. The petition(s) for the annexation of that real estate described in attached Exhibit A meet the requirements of law and are in proper order for annexation for the property proposed to be annexed as described in attached Exhibit A.

Section 7. No election is required pursuant to Colo. Rev. Stat. § 31-12-107(2) or any other law of the State of Colorado or the Town of Parker.

Section 8. The proposed annexation will not have the effect of extending a municipal boundary more than three (3) miles in any direction from any point of the Town boundary in any one year.

Section 9. The entire width of any street or alley to be annexed is included within the annexation.

Section 10. The property described in the attached Exhibit A is eligible for annexation to the Town of Parker and all requirements of law have been met for such annexation, including the requirements of Colo. Rev. Stat. §§ 31-12-104 and 31-12-105, as amended.

Section 11. An ordinance annexing that property described in attached Exhibit A to the Town of Parker shall be considered by this Town Council pursuant to Colo. Rev. Stat. § 31-12-111.

RESOLVED AND PASSED this _____ day of _____, 2016.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

Exhibit A

SURVEYORS LEGAL DESCRIPTION

A Parcel of located in the Northwest Quarter of Section 15, Township 6 South, Range 66 West of the 6th P.M., County of Douglas, State of Colorado, described as follows:

Commencing at the North Quarter Comer of said Section 15 being monumented with a found 3.25" aluminum cap flush with ground stamped PLS 30109, whence the Northwest Corner of said Section 15 being monumented with a found 3.25" aluminum cap in range box stamped PLS 19003, bears S 89°29'01" W, a distance of 2643.42 feet; Thence S 50°27'23" W, a distance of 644.82 feet to a point being the Northeast Corner of a parcel of land as described under Reception No. 2011037128, said point also being the Southeast Corner of a parcel of land as described under Reception No. 2011013028, said point also being on the Westerly Right-of-Way line of South Alcorn Street as platted under Reception No. 113057 all in the Douglas County Clerk and Records Office, said point also being the POINT OF BEGINNING:

Thence along the said Westerly Right-of-Way line, also being the Easterly line of said Reception No. 2011037128, S 00°29'16" E, a distance of 142.26 feet to the Southeast Corner of said Reception No. 2011037128, said point also being on the Northerly Right-of-Way line of East Baldwin Ave as platted under said Reception No. 113057; Thence along said southerly line of said Reception No. 2011037128 the following two courses:

1) N 68°59'11" W, a distance of 49.82 feet; 2) Along a curve to the left with a radius of 130.00 feet, a central angle of 12°29'44", an arc length of 28.35 feet, whose chord bears N 75°14'03" W, a distance of 28.30 feet to a point on the Easterly line of Colorado Department of Transportation Parcel No. 66 as recorded under Book 847 at Page 361 of said Clerk's Office;

Thence along said Easterly line N 08°49'26" W, a distance of 117.80 feet to a point on the Northerly line of said Reception No. 2011037128, said point also being on the Southerly line of said Reception No. 2011013028, said point also being the Northeast Corner of said Parcel 66; Thence along said Northerly and Southerly lines N 89°30'44" E, a distance of 90.73 feet to the POINT OF BEGINNING.

The above described parcel contains 10435 Square Feet or 0.24 Acres more or less.

ORDINANCE NO. 2.242, Series of 2016

TITLE: A BILL FOR AN ORDINANCE APPROVING AND ACCOMPLISHING THE ANNEXATION OF CONTIGUOUS UNINCORPORATED TERRITORY KNOWN AS 6429 ALCORN STREET PROPERTY IN DOUGLAS COUNTY

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

WHEREAS, the Town Council of the Town of Parker, Colorado has conducted a public hearing, as required by law, to determine the eligibility for annexation of that property described in attached Exhibit A; and

WHEREAS, the Town Council of the Town of Parker, Colorado, has satisfied itself concerning the eligibility for annexation of that property described in attached Exhibit A, and concerning the conformance of the proposed annexation to the applicable law and the annexation policy of the Town of Parker, Colorado.

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

Section 1. The annexation by and to the Town of Parker, State of Colorado, of that property described in attached Exhibit A, situated, lying, and being in the County of Douglas, State of Colorado, meets all requirements of law and the annexation policy of the Town of Parker, and therefore, the said annexation is hereby approved and made effective.

Section 2. The owner(s) of more than fifty percent (50%) of the property described in attached Exhibit A has petitioned for annexation.

Section 3. Rezoning of the above-described property shall be completed simultaneously with the annexation of the property described in attached Exhibit A, pursuant to Section 15.9 of the Home Rule Charter for the Town of Parker.

Section 4. Upon the effective date of this Annexation Ordinance, all lands within the area to be annexed shall become subject to the Municipal Laws of the State of Colorado pertaining to towns and to all ordinances, resolutions, rules and regulations of the Town of Parker.

Section 5. The Town Council hereby approves the annexation agreement that is attached hereto as **Exhibit B**, and incorporated by this reference.

Section 6. Annexation of the Property to the Town shall not become effective until the requirements specified in § 31-12-113(2)(a)II A, C.R.S. (2015), are satisfied, as provided in § 31-12-113(2)(b), C.R.S. (2015), and neither the Property Owner nor the Town shall record or cause to be

recorded the items described in § 31-12-113(2)(a)(II)(A), C.R.S. (2015), until each of the following conditions have been satisfied:

a. The Property Owner and the Town have mutually executed and delivered the Annexation Agreement.

b. The Property Owner certifies in writing to the Town, in a form acceptable to the Town, that the conditions precedent described in subparagraph 1.a. of the Annexation Agreement have been fully satisfied and consolidation of ownership described in subparagraph 1.c. of the Annexation Agreement has been completed.

c. The Property Owner has delivered to the Town a legally sufficient instrument which provides that Parker & Lincoln Development, LLC, a Colorado limited liability company, is the sole owner of the Property described in Exhibit A to the Annexation Agreement.

d. The Property Owner provides the Town a copy of the access permit as described in subparagraph 1.d of this Annexation Agreement.

Section 7. The Town Clerk shall file for recording one certified copy of the Annexation Ordinance and one copy of the Annexation Map with the Clerk and Recorder of the County of Douglas, State of Colorado.

Section 8. The Annexation Map showing the boundaries of the newly annexed territory, as above described, shall be kept on file in the office of the Douglas County Clerk and Recorder.

Section 9. The Town Clerk shall file one certified copy of the Annexation Ordinance and one copy of the Annexation Map with the Division of Local Governments of the Department of Local Affairs.

Section 10. 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 11. This Annexation shall not be deemed approved until the conditions described in Section 6 of this Ordinance are satisfied as determined by the Town Council, in the exercise of their sole discretion. In the event the conditions described in Section 6 of this Ordinance are not satisfied within one hundred eighty (180) days of March 21, 2016, this Ordinance shall expire and shall be of no force or effect. In the event the conditions described in Section 6 of this Ordinance are satisfied in the manner provided herein, then in that event this Ordinance shall be published by the Town Clerk and shall become effective within ten (10) days of the publication date of this Ordinance, except for the purpose of general taxation, and for such purposes it shall become effective on January 1st of the next succeeding year following passage of this Annexation Ordinance.

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2016.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2016.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

Exhibit A

Surveyors Legal Description

A Parcel of located in the Northwest Quarter of Section 15, Township 6 South, Range 66 West of the 6th P.M., County of Douglas, State of Colorado, described as follows:

Commencing at the North Quarter Corner of said Section 15 being monumented with a found 3.25" aluminum cap flush with ground stamped PLS 30109, whence the Northwest Corner of said Section 15 being monumented with a found 3.25" aluminum cap in range box stamped PLS 19003, bears S 89°29'01" W, a distance of 2643.42 feet; Thence S 50°27'23" W, a distance of 644.82 feet to a point being the Southeast Corner of a parcel of land as described under Reception No. 2011013028, said point also being the Northeast Corner of a parcel of land as described under Reception No. 2011037128, said point also being on the Westerly Right-of-Way line of South Alcorn Street as platted under Reception No. 113057 all in the Douglas County Clerk and Records Office, said point also being the POINT OF BEGINNING:

Thence along the Southerly line of said Reception No. 2011013028, said point also being on the Northerly line of said Reception No. 2011037128, S 89°30'44" W, a distance of 90.73 feet to the Southeast corner of Colorado Department of Transportation Parcel No. 65 as recorded under Book 768 at Page 736 of said Clerk's Office;

Thence along the Easterly line of said Parcel 65, N 09°51'10" W, a distance of 108.59 feet to a point being the Northeast corner of said Parcel 65, said point also being on the Northerly line of said Reception No. 2011013028, said point also being on the Southerly line of Reception No. 2007022588 of said Clerk's Office; Thence along said Northerly and Southerly lines N 89°30'44" E, a distance of 108.40 feet to a point being the Northeast Corner of said Reception No. 2011013028, said point also being the Southeast Corner of said Reception No. 2007022588, said point also being on said Westerly Right-of-Way line of South Alcorn Street; Thence also said Westerly line S 00°29'16" E, a distance of 107.14 feet to the POINT OF BEGINNING.

The above described parcel contains 10667.5 Square Feet or 0.25 Acres more or less.

ALCORN PROPERTY ANNEXATION AGREEMENT

THIS AGREEMENT is voluntarily made and entered into this _____ day of _____, 2016, by and between the Town of Parker, a Colorado home rule municipality (hereinafter referred to as the "Town"), the Parker Water and Sanitation District (hereinafter referred to as the "District") (only as to Paragraph 3), and Parker & Lincoln Development, LLC, a Colorado limited liability company (the "Armstrong Entity"), and their successors and assigns (hereinafter collectively referred to as the "Property Owner").

RECITALS:

A. The Property Owner is the owner or contract purchaser of certain real property (the "Property") situated in the County of Douglas, State of Colorado, which Property is collectively described in **Exhibits A-1—A-3**, attached hereto and made a part hereof. The Property consists of: (1) the Pfeifer Property, which is currently owned by Ronald D. Pfeifer ("Pfeifer") and is under contract with the Armstrong Entity; (2) the Armstrong Property, which is currently owned by the Armstrong Entity; and (3) the Heithoff Property, which is currently owned by Alcorn, LLC, a Colorado limited liability company (the "Heithoff Entity"), and is under contract with the Armstrong Entity, as more specifically identified on attached **Exhibits A-1—A-3**.

B. The Property Owner desires to have the Property annexed to the Town.

C. The Town wishes to annex the Property into the Town and shall consider the zoning application for the Property upon the condition that this Agreement is approved by the Town and is executed by the Town and the Property Owner.

NOW, THEREFORE, in consideration of the foregoing recitals, mutual covenants, and promises set forth below, the receipt and sufficiency of which are mutually acknowledged, the Town, the District (only as to Paragraph 3) and the Property Owner hereby agree as follows:

1. Annexation. The annexation of the Property shall be in accordance with the Colorado Municipal Annexation Act of 1965, as amended.

a. Conditions Precedent. Annexation of the Property shall not become effective, and neither the Property Owner nor the Town shall record or cause to be recorded the items described in § 31-12-113(2)(a)(II)(A), C.R.S. (2015) or this Agreement, until each of the following conditions have been satisfied (it being acknowledged that the Town shall cause recordation of the requisite documents to effect annexation of the Property upon satisfaction of the conditions precedent):

i. The Property Owner and the Town have mutually executed and delivered this Agreement;

ii. The District signs this Agreement.

i. Consolidation of Ownership (as described in subparagraph 1.c. of this Agreement) has occurred.

iv. The Property Owner provides the Town a copy of the access permit as described in subparagraph 1.d of this Agreement.

v. The Property Owner certifies in writing to the Town, in a form reasonably acceptable to the Town, that the conditions precedent described in subparagraph 1.a. of this Agreement have been fully satisfied.

b. Failure of Conditions. Until the conditions precedent set forth in subparagraph 1.a. have been satisfied, this document shall constitute an offer by the Property Owner and the Town to enter into this Agreement (notwithstanding the parties' mutual execution and delivery of this document), and the annexation of the Property to the Town shall not become effective. In such case, neither the Property Owner nor the Town shall record or cause to be recorded the items described in § 31-12-113(2)(a)(II)(A), C.R.S. (2015) or this Agreement.

c. Consolidation of Ownership/Authorized Representative. The Armstrong Entity is currently the fee owner of the Armstrong Property. As applicable, Pfeifer and the Heithoff Entity each shall execute and cause to be recorded a conveyance deed in a form acceptable to the Town, which deeds shall convey fee simple title in and to the Pfeifer Property and the Heithoff Property, respectively, to the Armstrong Entity, which deeds shall be recorded in the Douglas County Clerk and Recorder's Office, contemporaneously with the recordation of the items described in § 31-12-113(2)(a)(II)(A), C.R.S. (2015), as provided in subparagraph 1.a.

d. Issuance of Access Permit by Colorado Department of Transportation ("CDOT"). CDOT issues an access permit to the Armstrong Entity, or its assigns, that permits vehicular access to the Property from State Highway 83.

2. Purpose. The purpose of this Agreement is to set forth the terms, conditions, and fees to be paid by the Property Owner upon annexation of the Property. Unless otherwise expressly provided to the contrary herein, all conditions contained herein are in addition to any and all requirements of the Town of Parker Land Development Code, as amended, any and all state statutes, and other sections of the ordinances of the Town of Parker.

3. Water and Sewer Services. The parties to this Agreement acknowledge that the Town has no obligation under this Agreement to provide water and sewer service to the Property. The District will provide water and sewer services to the Property if the Property Owner satisfies all requirements of the District including, but not limited to, the dedication of water resources and/or the payment of fees in lieu thereof, and the construction of water, sewer and wastewater treatment lines and facilities necessary to service the land use proposed for the Property.

4. Zoning and Development.

a. The Property Owner hereby consents to zoning the Property Modified Commercial as adopted by Ordinance No.'s 3.318. 3.319 and 3.20 contemporaneously with this Agreement (the "Development Plan").

b. Town Fees. The Property Owner agrees to pay all building fees, use taxes, impact fees and excise taxes as established by Town ordinance at the time this Agreement is executed and such additional fees and taxes as may be in effect at the time of development of the Property (as evidenced by plat approval) except as specifically provided by this Agreement. The Town may withhold any plat approval or withhold the issuance of any permits for construction or occupancy for failure to pay Town fees and taxes as provided herein. All fees recited in this Agreement shall be subject to amendment by the Town Council by ordinance so long as any amendment is Townwide. Any amendment to the fees shall be incorporated into this Agreement as if originally set forth herein. Notwithstanding anything in this Agreement to the contrary, the parties acknowledge and agree that the Property has already been developed in unincorporated Douglas County and because of this fact the Property and the Property Owner shall not be responsible for the payment of any Town fees related to the annexation of the Property into the Town and the zoning of the Property pursuant to this Agreement.

5. Construction of Roads. The Property Owner will design and construct the improvements described herein according to the Town-approved Traffic Study, the Town of Parker Roadway Design and Construction Criteria Manual, the Town of Parker Construction Specifications and Design Considerations for Parks, Trails and Streetscapes, the CDOT Standard Specifications for Road and Bridge Construction, and the CDOT State Highway Access Code, as amended and applicable.

a. State Highway 83 Deceleration Lane Improvements. A continuous deceleration lane on northbound State Highway 83 to accommodate the proposed access, as determined by the Town, prior to any certificates of occupancy, temporary or otherwise, for the Property have been issued.

b. Lincoln Avenue Intersection Improvements. Improvements to the existing signalized intersection on Lincoln Avenue to accommodate the proposed site access to the Property, including a new westbound to southbound left turn lane, and any associated modifications to the existing roadway infrastructure to accommodate the turn lane, prior to any certificates of occupancy, temporary or otherwise, for the Property have been issued.

6. Lincoln Avenue Site Access Signal. The Property Owner shall be responsible for the cost to design and construct all traffic signal upgrades to the existing signal on Lincoln Avenue, as determined by the Town, prior to the issuance of any certificates of occupancy, temporary or otherwise, for the Property. The traffic signal upgrades described herein shall be designed and constructed in accordance with the Town of Parker Roadway Design and Construction Criteria Manual, and the Town-approved traffic study for the Property.

7. Sidewalks and Sidewalk Connections. The Property Owner will design and construct the improvements described below according to the Town of Parker Roadway Design and Construction Criteria Manual, the Town of Parker Construction Specifications and Design Considerations for Parks, Trails and Streetscapes, and the CDOT Standard Specifications for Road and Bridge Construction, as amended and applicable.

a. State Highway 83 Sidewalk Improvements. The Property Owner shall design and construct a 10-foot-wide concrete sidewalk on the east side of State Highway 83 adjacent to the Property, prior to any certificate of occupancy, temporary or otherwise, for the Property.

b. Lincoln Avenue Sidewalk. The Property Owner shall design and construct a concrete sidewalk on the south side of Lincoln Avenue, with dimensions appropriate for the subject access and acceptable to the Town, from the proposed site access intersection on Lincoln Avenue to the intersection of State Highway 83, prior to any certificate of occupancy, temporary or otherwise, for the Property.

8. Land Dedication. The Property Owner shall either dedicate by plat (including replat) or convey to the Town and/or CDOT, as may be applicable, by separate instrument approved by the Town and/or CDOT, as may be applicable, any access, slope, drainage and construction easements, as determined by the Town and/or CDOT, as may be applicable, for State Highway 83, Lincoln Avenue, and the sidewalk improvements.

a. State Highway 83. The Property Owner shall dedicate to the Town and/or CDOT any land necessary to accommodate the deceleration lane and sidewalk improvements, as determined by the Town and/or CDOT, including all necessary auxiliary lanes as described in the Town-approved traffic study, as part of the first final plat of the Property.

b. Lincoln Avenue. The Property Owner shall dedicate to the Town and/or CDOT any land necessary to accommodate the intersection and sidewalk improvements, as determined by the Town and/or CDOT, including all necessary auxiliary lanes as described in the Town-approved traffic study, as part of the first final plat of the Property.

9. Permitted Development. The Property Owner shall develop the Property in accordance with this Agreement, Town ordinances and regulations, and applicable state and federal law and regulations. The Town shall allow and permit the development of the Property upon submission of proper application and payment of fees imposed by the Town ordinances and regulations. The Property Owner shall cause those areas described in this Agreement to be maintained in accordance with a Reciprocal Easement Agreement acceptable to the Town to be prepared and recorded by the Property Owner against the Property contemporaneously with the recording of the first final plat for the Property.

10. Property Owner. The Property Owner is entering into this Agreement and is undertaking the obligations imposed upon the Property Owner herein in reliance upon the Town's concurrent adoption of an ordinance annexing the Property into the Town and adoption of an ordinance zoning the Property Modified Commercial as provided in paragraph 4.a. of the

Agreement. Performance of the Property Owner's obligations hereunder is expressly conditioned upon the Town's adoption of the ordinance described in paragraph 4.a. If the Town fails to adopt the ordinance described in paragraph 4.a., then the petition for annexation will be deemed withdrawn and the annexation process will be terminated at such time as the Town fails to adopt the subject ordinance.

11. Waiver of Prior Vested Rights. The Property Owner waives any prior vested property rights acquired in Douglas County so long as the Property remains annexed into the Town, except for any permits issued by Douglas County to the Property Owner or its tenants prior to the effective date of Ordinance No. 2.241 (the "Annexation Ordinance"). Any permits issued by Douglas County to the Property Owner or its tenants prior to the effective date of the Annexation Ordinance will be handled by Douglas County, including inspections of work, as well as the approval of work inspected though the issuance of certificates of occupancy or certificates of compliance as may be applicable, the issuance of which will be accepted by the Town.

12. Remedies. The Property Owner's remedies against the Town for the Town's breach of this Agreement are limited to breach of contract claims. The Town's remedies under this Agreement include, but are not limited to, the following:

- a. The refusal to issue any building permit or certificate of occupancy.
- b. The revocation of any building permit previously issued under which construction directly related to such building permit has not commenced, except a building permit previously issued to a third party.
- c. A demand that the security given for the completion of the public improvements be paid or honored.
- d. Any other remedy available at law.

13. Authority of the Town. Nothing contained in this Agreement shall constitute or be interpreted as a repeal of existing codes or ordinances or as a waiver or abrogation of the Town's legislative, governmental, or police powers to promote and protect the health, safety and general welfare of the Town or its inhabitants; nor shall this Agreement prohibit the enactment by the Town of any fee that is of uniform or general application.

14. Termination. If the zoning as set forth in Paragraph 4.a. above is not approved by ordinance, or if the annexation of the Property is for any reason not completed, or this Agreement is not approved by the Town Council, then this Agreement shall be null and void and of no force and effect whatsoever, and any monies paid will be reimbursed to the Property Owner.

15. Binding Effect. This Agreement, when executed, shall inure to the benefit of and be binding on the successors or assigns in interest or the legal representatives of the parties hereto, including all the purchasers and subsequent owners of any lots or parcels within the Property. This Agreement constitutes the entire agreement of the parties and may be amended

only in writing, approved in substantially the same manner as the Agreement itself. This Agreement is binding upon and shall run with the land.

16. Recordation of Agreement. When the conditions precedent described in Paragraph 1.a. of this Agreement have been satisfied as provided herein, this Agreement shall be recorded with the Clerk and Recorder of Douglas County, Colorado, and shall run with the land, and shall be binding upon and shall inure to the benefit of the heirs, successors, and permitted assigns of the parties hereto.

17. Effective Date. This Agreement shall be effective and binding upon the parties immediately upon the effective date of an ordinance annexing and zoning the Property, and the satisfaction of any other conditions precedent specifically set forth herein, regardless of whether this Agreement is executed prior to the effective date of said ordinance annexing and zoning the Property and satisfaction of any other conditions precedent specifically set forth herein.

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

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

20. Notice. All notice required under this Agreement shall be in writing and shall be hand delivered, sent by reputable overnight delivery service (UPS or FedEx), or sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the parties herein set forth. All notices so given shall be considered effective on the earlier of actual receipt or seventy-two (72) hours after deposit in the United States mail with the proper address, as set forth below. Either party, by notice so given, may change the address to which future notices shall be sent.

To the Town: Town Administrator
Town of Parker
20120 East Mainstreet
Parker, Colorado 80138

To the Property Owner: Parker & Lincoln Development, LLC
c/o Armstrong Capital Development, LLC
Attention: Gregory L. Armstrong
15530 E. Broncos Parkway, Suite 300
Centennial, Colorado 80112

21. Entire Agreement - Amendments. This Agreement embodies the whole agreement of the parties with respect to the subject matter hereof. There are no promises, terms,

conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties hereto. This Agreement may be amended by written agreement between the Property Owner and the Town acting pursuant to Town Council authorization.

IN WITNESS WHEREOF the parties have signed this Agreement as of the date set forth above.

TOWN OF PARKER, COLORADO

By: _____
Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM AND SUFFICIENCY:

James S. Maloney, Town Attorney

**PROPERTY OWNER: PARKER &
LINCOLN DEVELOPMENT, LLC, a
Colorado limited liability company**

By: ACD 2013 Fund, LP, Sole Member

By: ACD Fund Manager, LLC, General Partner

By: Armstrong Capital Development, LLC, Sole Member

By: _____
Gregory L. Armstrong, Manager

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by Gregory L. Armstrong, Manager of Armstrong Capital Development, LLC, a Colorado limited liability company, Sole Member of ACD Fund Manager, LLC, a Colorado limited liability company, General Partner of ACD 2013 Fund, LP, a Colorado limited partnership, Sole Member of Parker & Lincoln Development, LLC, a Colorado limited liability company

My commission expires: _____

(S E A L)

Notary Public

**PARKER WATER AND SANITATION
DISTRICT
(AS TO PARAGRAPH 3)**

By:

Ron Redd, District Manager

ATTEST:

Maliea Good, Engineering Secretary

EXHIBIT A-1

LEGAL DESCRIPTION OF THE PFEIFER PROPERTY

PARCEL A:

LOT 1, BLOCK 1, PARKER HEIGHTS - FILING NO. 1, COUNTY OF DOUGLAS, STATE OF COLORADO.

PARCEL B:

A TRACT OF LAND IN SECTION 15, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF BALDWIN AVENUE IN PARKER HEIGHTS FILING NO. 1 AT INTERSECTIONS WITH THE EAST LINE OF HIGHWAY 83; THENCE NORTH ALONG THE EAST LINE OF SAID HIGHWAY, 226.36 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG THE EAST RIGHT OF WAY LINE OF SAID HIGHWAY, 309.09 FEET TO THE NORTH LINE OF SECTION 15; THENCE EAST ALONG SAID NORTH LINE, 148.81 FEET TO THE NORTHWEST CORNER OF LOT 1, BLOCK 1, PARKER HEIGHTS FILING NO. 1; THENCE ALONG THE SOUTHWEST LINE OF LOT 1, 201.27 FEET TO THE SOUTHWEST CORNER OF LOT 1; THENCE SOUTHWEST ALONG THE WEST LINE OF SOUTH ALCORN STREET AND ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 130.00 FEET AND A CENTRAL ANGLE OF 50 DEGREES 22 MINUTES 02 SECONDS, AN ARC DISTANCE OF 114.00 FEET TO A POINT OF TANGENT; THENCE SOUTH ALONG THE TANGENT AND WEST LINE OF SOUTH ALCORN STREET, 45.49 FEET TO THE NORTHEAST CORNER OF THE PARCEL OF LAND DESCRIBED IN DEED RECORDED MARCH 20, 1963 IN BOOK 149 AT PAGE 64; THENCE ON AN ANGLE TO THE RIGHT OF 90 DEGREES AND ALONG THE NORTH LINE OF SAID PARCEL, 158.06 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THE FOLLOWING PARCELS:

1) BEGINNING AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF HIGHWAY 83 AND THE NORTH LINE OF SECTION 15; THENCE EAST ALONG THE NORTH LINE OF SECTION 15, 51.96 FEET; THENCE ON AN ANGLE TO THE RIGHT OF 90 DEGREES 00 MINUTES 00 SECONDS, 32.26 FEET; THENCE ON AN ANGLE TO THE RIGHT OF 90 DEGREES 00 MINUTES 00 SECONDS, 43.39 FEET TO THE EAST RIGHT OF WAY LINE OF HIGHWAY 83; THENCE NORTH ALONG THE EAST RIGHT OF WAY LINE OF HIGHWAY 83, 33.37 FEET TO THE POINT OF BEGINNING, COUNTY OF DOUGLAS, STATE OF COLORADO;

2) THAT PORTION DESCRIBED IN RULE AND ORDER RECORDED MARCH 31, 1989 IN BOOK 847 AT PAGE 361;

3) THAT PORTION DESCRIBED IN WARRANTY DEED RECORDED JUNE 6, 2001 IN BOOK 2055 AT PAGE 215.

EXHIBIT A-2

LEGAL DESCRIPTION OF THE ARMSTRONG PROPERTY

A PART OF SECTION 15, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M., COUNTY OF DOUGLAS, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF BALDWIN AVENUE AND THE EAST LINE OF STATE HIGHWAY NO. 83; THENCE NORTHERLY ALONG THE EAST LINE OF STATE HIGHWAY NO. 83 ON A CURVE TO THE LEFT HAVING A RADIUS OF 5,780 FEET AND A CENTRAL ANGLE OF 01°10'01" AN ARC DISTANCE OF 117.72 FEET TO A POINT ON THE CURVE; THENCE ON AN ANGLE TO THE RIGHT OF 99°26'56" A DISTANCE OF 130.33 FEET TO THE WEST LINE OF SOUTH ALCORN STREET; THENCE ON AN ANGLE TO THE RIGHT OF 90°00' 00" AND ALONG SAID WEST LINE A DISTANCE OF 142.50 FEET TO THE NORTH LINE OF BALDWIN AVENUE; THENCE ON AN ANGLE TO THE RIGHT OF 111°35' 56" AND ALONG SAID NORTH LINE A DISTANCE OF 49.77 FEET TO A POINT OF CURVE; THENCE ALONG SAID NORTH LINE ON A CURVE TO THE LEFT HAVING A RADIUS OF 130.00 FEET AND A CENTRAL ANGLE OF 29°03'05" AN ARC DISTANCE OF 65.92 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM, ANY PORTION CONTAINED IN THAT RULE AND ORDER RECORDED MARCH 31, 1989 IN BOOK 847 AT PAGE 361.

EXHIBIT A-3

LEGAL DESCRIPTION OF THE HEITHOFF PROPERTY

A PART OF SECTION 15, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF BALDWIN AVENUE AND THE EAST RIGHT OF LINE OF COLORADO STATE HIGHWAY NO. 83; THENCE NORTHERLY ALONG THE EAST RIGHT OF WAY LINE OF SAID HIGHWAY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 5.780 FEET AND A CENTRAL ANGLE OF 01°10'01" AN ARC DISTANCE OF 117.72 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID RIGHT OF WAY LINE ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 5780 FEET AND A CENTRAL ANGLE OF 01°04'37", AN ARC DISTANCE OF 108.64 FEET TO A POINT OF DEPARTURE FROM SAID CURVE; THENCE ON AN ANGLE TO THE RIGHT OF 100°31'31", 149.17 FEET TO THE WEST LINE OF SOUTH ALCORN STREET; THENCE ON AN ANGLE TO THE RIGHT OF 90°00'00" AND ALONG SAID WEST LINE 107.00 FEET; THENCE ON AN ANGLE TO THE RIGHT OF 90°00'00", 130.33 FEET TO THE TRUE POINT OF BEGINNING,

COUNTY OF DOUGLAS, STATE OF COLORADO

HEREFORWARD TO BE KNOWN AS:

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M., COUNTY OF DOUGLAS, STATE OF COLORADO, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 15 BEING MONUMENTED WITH A FOUND 3.25" ALUMINUM CAP FLUSH WITH GROUND STAMPED PLS 30109, WHENCE THE NORTHWEST CORNER OF SAID SECTION 15 BEING MONUMENTED WITH A FOUND 3.25" ALUMINUM CAP IN RANGE BOX STAMPED PLS 19003, BEARS S 89°29'01" W, A DISTANCE OF 2643.42 FEET; THENCE S 50 °27'23"W, A DISTANCE OF 644.82 FEET TO A POINT OF BEING THE SOUTHEAST CORNER OF A PARCEL OF LAND AS DESCRIBED UNDER RECEPTION NO. 2011013028, SAID POINT ALSO BEING THE NORTHEAST CORNER OF A PARCEL OF LAND AS DESCRIBED UNDER RECEPTION NO. 2011037128, SAID POINT ALSO BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH ALCORN STREET AS PLATTED UNDER RECEPTION NO. 113057 ALL IN DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE, SAID POINT ALSO BEING THE POINT OF BEGINNING. THENCE ALONG THE SOUTHERLY LINE OF SAID RECEPTION NO. 2011013028, SAID POINT ALSO BEING ON THE NORTHERLY LINE OF SAID RECEPTION NO. 2011037128, S 89°30'44"W, A DISTANCE OF 90.73 FEET TO THE SOUTHEAST CORNER OF COLORADO DEPARTMENT OF TRANSPORTATION PARCEL NO. 65 AS RECORDED UNDER BOOK 768 AT PAGE 736 OF SAID CLERK'S OFFICE. THENCE ALONG THE EASTERLY LINE OF SAID PARCEL 65, N 09°51'10"W, A DISTANCE OF 108.59 FEET TO A POINT BEING THE NORTHEAST CORNER OF SAID PARCEL 65, SAID POINT ALSO BEING ON THE SOUTHERLY LINE OF RECEPTION NO. 2007022588 OF SAID CLERK'S OFFICE; THENCE ALONG SAID NORTHERLY AND

SOUTHERLY LINES N 89°30'44"E, A DISTANCE OF 108.40 FEET TO A POINT BEING THE NORTHEAST CORNER OF SAID RECEPTION NO. 2011013028, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF RECEPTION NO. 2007022588, SAID POINT ALSO BEING ON SAID WESTERLY RIGHT-OF-WAY LINE OF SOUTH ALCORN STREET; THENCE ALSO SAID WESTERLY LINE S 00°29'16" E, A DISTANCE OF 107.14 FEET TO THE POINT OF BEGINNING.

ORDINANCE NO. 2.243, Series of 2016

TITLE: A BILL FOR AN ORDINANCE APPROVING AND ACCOMPLISHING THE ANNEXATION OF CONTIGUOUS UNINCORPORATED TERRITORY KNOWN AS 11895 S. ALCORN STREET AND 11897 S. ALCORN STREET PROPERTY IN DOUGLAS COUNTY

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

WHEREAS, the Town Council of the Town of Parker, Colorado has conducted a public hearing, as required by law, to determine the eligibility for annexation of that property described in attached Exhibit A; and

WHEREAS, the Town Council of the Town of Parker, Colorado, has satisfied itself concerning the eligibility for annexation of that property described in attached Exhibit A, and concerning the conformance of the proposed annexation to the applicable law and the annexation policy of the Town of Parker, Colorado.

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

Section 1. The annexation by and to the Town of Parker, State of Colorado, of that property described in attached Exhibit A, situated, lying, and being in the County of Douglas, State of Colorado, meets all requirements of law and the annexation policy of the Town of Parker, and therefore, the said annexation is hereby approved and made effective.

Section 2. The owner(s) of more than fifty percent (50%) of the property described in attached Exhibit A has petitioned for annexation.

Section 3. Rezoning of the above-described property shall be completed simultaneously with the annexation of the property described in attached Exhibit A, pursuant to Section 15.9 of the Home Rule Charter for the Town of Parker.

Section 4. Upon the effective date of this Annexation Ordinance, all lands within the area to be annexed shall become subject to the Municipal Laws of the State of Colorado pertaining to towns and to all ordinances, resolutions, rules and regulations of the Town of Parker.

Section 5. The Town Council hereby approves the annexation agreement that is attached hereto as **Exhibit B**, and incorporated by this reference.

Section 6. Annexation of the Property to the Town shall not become effective until the requirements specified in § 31-12-113(2)(a)II A, C.R.S. (2015), are satisfied, as provided in § 31-12-

113(2)(b), C.R.S. (2015), and neither the Property Owner nor the Town shall record or cause to be recorded the items described in § 31-12-113(2)(a)(II)(A), C.R.S. (2015), until each of the following conditions have been satisfied:

a. The Property Owner and the Town have mutually executed and delivered the Annexation Agreement.

b. The Property Owner certifies in writing to the Town, in a form acceptable to the Town, that the conditions precedent described in subparagraph 1.a. of the Annexation Agreement have been fully satisfied and consolidation of ownership described in subparagraph 1.c. of the Annexation Agreement has been completed.

c. The Property Owner has delivered to the Town a legally sufficient instrument which provides that Parker & Lincoln Development, LLC, a Colorado limited liability company, is the sole owner of the Property described in Exhibit A to the Annexation Agreement.

d. The Property Owner provides the Town a copy of the access permit as described in subparagraph 1.d of this Annexation Agreement.

Section 7. The Town Clerk shall file for recording one certified copy of the Annexation Ordinance and one copy of the Annexation Map with the Clerk and Recorder of the County of Douglas, State of Colorado.

Section 8. The Annexation Map showing the boundaries of the newly annexed territory, as above described, shall be kept on file in the office of the Douglas County Clerk and Recorder.

Section 9. The Town Clerk shall file one certified copy of the Annexation Ordinance and one copy of the Annexation Map with the Division of Local Governments of the Department of Local Affairs.

Section 10. 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 11. This Annexation shall not be deemed approved until the conditions described in Section 6 of this Ordinance are satisfied as determined by the Town Council, in the exercise of their sole discretion. In the event the conditions described in Section 6 of this Ordinance are not satisfied within one hundred eighty (180) days of March 21, 2016, this Ordinance shall expire and shall be of no force or effect. In the event the conditions described in Section 6 of this Ordinance are satisfied in the manner provided herein, then in that event this Ordinance shall be published by the Town Clerk and shall become effective within ten (10) days of the publication date of this Ordinance,

except for the purpose of general taxation, and for such purposes it shall become effective on January 1st of the next succeeding year following passage of this Annexation Ordinance.

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2016.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2016.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

Exhibit A

SURVEYORS LEGAL DESCRIPTION

A Parcel of located in the Northwest Quarter of Section 15, Township 6 South, Range 66 West of the 6th P.M., County of Douglas, State of Colorado, described as follows:

Commencing at the North Quarter Comer of said Section 15 being monumented with a found 3.25" aluminum cap flush with ground stamped PLS 30109, whence the Northwest Corner of said Section 15 being monumented with a found 3.25" aluminum cap in range box stamped PLS 19003, bears S 89°29'01" W, a distance of 2643.42 feet; Thence S 50°27'23" W, a distance of 644.82 feet to a point being the Northeast Corner of a parcel of land as described under Reception No. 2011037128, said point also being the Southeast Corner of a parcel of land as described under Reception No. 2011013028, said point also being on the Westerly Right-of-Way line of South Alcorn Street as platted under Reception No. 113057 all in the Douglas County Clerk and Recorders Office, said point also being the POINT OF BEGINNING:

Thence along the said Westerly Right-of-Way line, also being the Easterly line of said Reception No. 2011037128, S 00°29'16" E, a distance of 142.26 feet to the Southeast Corner of said Reception No. 2011037128, said point also being on the Northerly Right-of-Way line of East Baldwin Ave as platted under said Reception No. 113057; Thence along said southerly line of said Reception No. 2011037128 the following two courses:

1) N 68°59'11" W, a distance of 49.82 feet; 2) Along a curve to the left with a radius of 130.00 feet, a central angle of 12°29'44", an arc length of 28.35 feet, whose chord bears N 75°14'03" W, a distance of 28.30 feet to a point on the Easterly line of Colorado Department of Transportation Parcel No. 66 as recorded under Book 847 at Page 361 of said Clerk's Office;

Thence along said Easterly line N 08°49'26" W, a distance of 117.80 feet to a point on the Northerly line of said Reception No. 2011037128, said point also being on the Southerly line of said Reception No. 2011013028, said point also being the Northeast Corner of said Parcel 66; Thence along said Northerly and Southerly lines N 89°30'44" E, a distance of 90.73 feet to the POINT OF BEGINNING.

The above described parcel contains 10435 Square Feet or 0.24 Acres more or less.

EXHIBIT B

ALCORN PROPERTY ANNEXATION AGREEMENT

THIS AGREEMENT is voluntarily made and entered into this _____ day of _____, 2016, by and between the Town of Parker, a Colorado home rule municipality (hereinafter referred to as the "Town"), the Parker Water and Sanitation District (hereinafter referred to as the "District") (only as to Paragraph 3), and Parker & Lincoln Development, LLC, a Colorado limited liability company (the "Armstrong Entity"), and their successors and assigns (hereinafter collectively referred to as the "Property Owner").

RECITALS:

A. The Property Owner is the owner or contract purchaser of certain real property (the "Property") situated in the County of Douglas, State of Colorado, which Property is collectively described in **Exhibits A-1—A-3**, attached hereto and made a part hereof. The Property consists of: (1) the Pfeifer Property, which is currently owned by Ronald D. Pfeifer ("Pfeifer") and is under contract with the Armstrong Entity; (2) the Armstrong Property, which is currently owned by the Armstrong Entity; and (3) the Heithoff Property, which is currently owned by Alcorn, LLC, a Colorado limited liability company (the "Heithoff Entity"), and is under contract with the Armstrong Entity, as more specifically identified on attached **Exhibits A-1—A-3**.

B. The Property Owner desires to have the Property annexed to the Town.

C. The Town wishes to annex the Property into the Town and shall consider the zoning application for the Property upon the condition that this Agreement is approved by the Town and is executed by the Town and the Property Owner.

NOW, THEREFORE, in consideration of the foregoing recitals, mutual covenants, and promises set forth below, the receipt and sufficiency of which are mutually acknowledged, the Town, the District (only as to Paragraph 3) and the Property Owner hereby agree as follows:

1. Annexation. The annexation of the Property shall be in accordance with the Colorado Municipal Annexation Act of 1965, as amended.

a. Conditions Precedent. Annexation of the Property shall not become effective, and neither the Property Owner nor the Town shall record or cause to be recorded the items described in § 31-12-113(2)(a)(II)(A), C.R.S. (2015) or this Agreement, until each of the following conditions have been satisfied (it being acknowledged that the Town shall cause recordation of the requisite documents to effect annexation of the Property upon satisfaction of the conditions precedent):

i. The Property Owner and the Town have mutually executed and delivered this Agreement;

ii. The District signs this Agreement.

i. Consolidation of Ownership (as described in subparagraph 1.c. of this Agreement) has occurred.

iv. The Property Owner provides the Town a copy of the access permit as described in subparagraph 1.d of this Agreement.

v. The Property Owner certifies in writing to the Town, in a form reasonably acceptable to the Town, that the conditions precedent described in subparagraph 1.a. of this Agreement have been fully satisfied.

b. Failure of Conditions. Until the conditions precedent set forth in subparagraph 1.a. have been satisfied, this document shall constitute an offer by the Property Owner and the Town to enter into this Agreement (notwithstanding the parties' mutual execution and delivery of this document), and the annexation of the Property to the Town shall not become effective. In such case, neither the Property Owner nor the Town shall record or cause to be recorded the items described in § 31-12-113(2)(a)(II)(A), C.R.S. (2015) or this Agreement.

c. Consolidation of Ownership/Authorized Representative. The Armstrong Entity is currently the fee owner of the Armstrong Property. As applicable, Pfeifer and the Heithoff Entity each shall execute and cause to be recorded a conveyance deed in a form acceptable to the Town, which deeds shall convey fee simple title in and to the Pfeifer Property and the Heithoff Property, respectively, to the Armstrong Entity, which deeds shall be recorded in the Douglas County Clerk and Recorder's Office, contemporaneously with the recordation of the items described in § 31-12-113(2)(a)(II)(A), C.R.S. (2015), as provided in subparagraph 1.a.

d. Issuance of Access Permit by Colorado Department of Transportation ("CDOT"). CDOT issues an access permit to the Armstrong Entity, or its assigns, that permits vehicular access to the Property from State Highway 83.

2. Purpose. The purpose of this Agreement is to set forth the terms, conditions, and fees to be paid by the Property Owner upon annexation of the Property. Unless otherwise expressly provided to the contrary herein, all conditions contained herein are in addition to any and all requirements of the Town of Parker Land Development Code, as amended, any and all state statutes, and other sections of the ordinances of the Town of Parker.

3. Water and Sewer Services. The parties to this Agreement acknowledge that the Town has no obligation under this Agreement to provide water and sewer service to the Property. The District will provide water and sewer services to the Property if the Property Owner satisfies all requirements of the District including, but not limited to, the dedication of water resources and/or the payment of fees in lieu thereof, and the construction of water, sewer and wastewater treatment lines and facilities necessary to service the land use proposed for the Property.

4. Zoning and Development.

a. The Property Owner hereby consents to zoning the Property Modified Commercial as adopted by Ordinance No.'s 3.318, 3.319 and 3.20 contemporaneously with this Agreement (the "Development Plan").

b. Town Fees. The Property Owner agrees to pay all building fees, use taxes, impact fees and excise taxes as established by Town ordinance at the time this Agreement is executed and such additional fees and taxes as may be in effect at the time of development of the Property (as evidenced by plat approval) except as specifically provided by this Agreement. The Town may withhold any plat approval or withhold the issuance of any permits for construction or occupancy for failure to pay Town fees and taxes as provided herein. All fees recited in this Agreement shall be subject to amendment by the Town Council by ordinance so long as any amendment is Townwide. Any amendment to the fees shall be incorporated into this Agreement as if originally set forth herein. Notwithstanding anything in this Agreement to the contrary, the parties acknowledge and agree that the Property has already been developed in unincorporated Douglas County and because of this fact the Property and the Property Owner shall not be responsible for the payment of any Town fees related to the annexation of the Property into the Town and the zoning of the Property pursuant to this Agreement.

5. Construction of Roads. The Property Owner will design and construct the improvements described herein according to the Town-approved Traffic Study, the Town of Parker Roadway Design and Construction Criteria Manual, the Town of Parker Construction Specifications and Design Considerations for Parks, Trails and Streetscapes, the CDOT Standard Specifications for Road and Bridge Construction, and the CDOT State Highway Access Code, as amended and applicable.

a. State Highway 83 Deceleration Lane Improvements. A continuous deceleration lane on northbound State Highway 83 to accommodate the proposed access, as determined by the Town, prior to any certificates of occupancy, temporary or otherwise, for the Property have been issued.

b. Lincoln Avenue Intersection Improvements. Improvements to the existing signalized intersection on Lincoln Avenue to accommodate the proposed site access to the Property, including a new westbound to southbound left turn lane, and any associated modifications to the existing roadway infrastructure to accommodate the turn lane, prior to any certificates of occupancy, temporary or otherwise, for the Property have been issued.

6. Lincoln Avenue Site Access Signal. The Property Owner shall be responsible for the cost to design and construct all traffic signal upgrades to the existing signal on Lincoln Avenue, as determined by the Town, prior to the issuance of any certificates of occupancy, temporary or otherwise, for the Property. The traffic signal upgrades described herein shall be designed and constructed in accordance with the Town of Parker Roadway Design and Construction Criteria Manual, and the Town-approved traffic study for the Property.

7. Sidewalks and Sidewalk Connections. The Property Owner will design and construct the improvements described below according to the Town of Parker Roadway Design and Construction Criteria Manual, the Town of Parker Construction Specifications and Design Considerations for Parks, Trails and Streetscapes, and the CDOT Standard Specifications for Road and Bridge Construction, as amended and applicable.

a. State Highway 83 Sidewalk Improvements. The Property Owner shall design and construct a 10-foot-wide concrete sidewalk on the east side of State Highway 83 adjacent to the Property, prior to any certificate of occupancy, temporary or otherwise, for the Property.

b. Lincoln Avenue Sidewalk. The Property Owner shall design and construct a concrete sidewalk on the south side of Lincoln Avenue, with dimensions appropriate for the subject access and acceptable to the Town, from the proposed site access intersection on Lincoln Avenue to the intersection of State Highway 83, prior to any certificate of occupancy, temporary or otherwise, for the Property.

8. Land Dedication. The Property Owner shall either dedicate by plat (including replat) or convey to the Town and/or CDOT, as may be applicable, by separate instrument approved by the Town and/or CDOT, as may be applicable, any access, slope, drainage and construction easements, as determined by the Town and/or CDOT, as may be applicable, for State Highway 83, Lincoln Avenue, and the sidewalk improvements.

a. State Highway 83. The Property Owner shall dedicate to the Town and/or CDOT any land necessary to accommodate the deceleration lane and sidewalk improvements, as determined by the Town and/or CDOT, including all necessary auxiliary lanes as described in the Town-approved traffic study, as part of the first final plat of the Property.

b. Lincoln Avenue. The Property Owner shall dedicate to the Town and/or CDOT any land necessary to accommodate the intersection and sidewalk improvements, as determined by the Town and/or CDOT, including all necessary auxiliary lanes as described in the Town-approved traffic study, as part of the first final plat of the Property.

9. Permitted Development. The Property Owner shall develop the Property in accordance with this Agreement, Town ordinances and regulations, and applicable state and federal law and regulations. The Town shall allow and permit the development of the Property upon submission of proper application and payment of fees imposed by the Town ordinances and regulations. The Property Owner shall cause those areas described in this Agreement to be maintained in accordance with a Reciprocal Easement Agreement acceptable to the Town to be prepared and recorded by the Property Owner against the Property contemporaneously with the recording of the first final plat for the Property.

10. Property Owner. The Property Owner is entering into this Agreement and is undertaking the obligations imposed upon the Property Owner herein in reliance upon the Town's concurrent adoption of an ordinance annexing the Property into the Town and adoption of an ordinance zoning the Property Modified Commercial as provided in paragraph 4.a. of the

Agreement. Performance of the Property Owner's obligations hereunder is expressly conditioned upon the Town's adoption of the ordinance described in paragraph 4.a. If the Town fails to adopt the ordinance described in paragraph 4.a., then the petition for annexation will be deemed withdrawn and the annexation process will be terminated at such time as the Town fails to adopt the subject ordinance.

11. Waiver of Prior Vested Rights. The Property Owner waives any prior vested property rights acquired in Douglas County so long as the Property remains annexed into the Town, except for any permits issued by Douglas County to the Property Owner or its tenants prior to the effective date of Ordinance No. 2.241 (the "Annexation Ordinance"). Any permits issued by Douglas County to the Property Owner or its tenants prior to the effective date of the Annexation Ordinance will be handled by Douglas County, including inspections of work, as well as the approval of work inspected through the issuance of certificates of occupancy or certificates of compliance as may be applicable, the issuance of which will be accepted by the Town.

12. Remedies. The Property Owner's remedies against the Town for the Town's breach of this Agreement are limited to breach of contract claims. The Town's remedies under this Agreement include, but are not limited to, the following:

- a. The refusal to issue any building permit or certificate of occupancy.
- b. The revocation of any building permit previously issued under which construction directly related to such building permit has not commenced, except a building permit previously issued to a third party.
- c. A demand that the security given for the completion of the public improvements be paid or honored.
- d. Any other remedy available at law.

13. Authority of the Town. Nothing contained in this Agreement shall constitute or be interpreted as a repeal of existing codes or ordinances or as a waiver or abrogation of the Town's legislative, governmental, or police powers to promote and protect the health, safety and general welfare of the Town or its inhabitants; nor shall this Agreement prohibit the enactment by the Town of any fee that is of uniform or general application.

14. Termination. If the zoning as set forth in Paragraph 4.a. above is not approved by ordinance, or if the annexation of the Property is for any reason not completed, or this Agreement is not approved by the Town Council, then this Agreement shall be null and void and of no force and effect whatsoever, and any monies paid will be reimbursed to the Property Owner.

15. Binding Effect. This Agreement, when executed, shall inure to the benefit of and be binding on the successors or assigns in interest or the legal representatives of the parties hereto, including all the purchasers and subsequent owners of any lots or parcels within the Property. This Agreement constitutes the entire agreement of the parties and may be amended

only in writing, approved in substantially the same manner as the Agreement itself. This Agreement is binding upon and shall run with the land.

16. Recordation of Agreement. When the conditions precedent described in Paragraph 1.a. of this Agreement have been satisfied as provided herein, this Agreement shall be recorded with the Clerk and Recorder of Douglas County, Colorado, and shall run with the land, and shall be binding upon and shall inure to the benefit of the heirs, successors, and permitted assigns of the parties hereto.

17. Effective Date. This Agreement shall be effective and binding upon the parties immediately upon the effective date of an ordinance annexing and zoning the Property, and the satisfaction of any other conditions precedent specifically set forth herein, regardless of whether this Agreement is executed prior to the effective date of said ordinance annexing and zoning the Property and satisfaction of any other conditions precedent specifically set forth herein.

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

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

20. Notice. All notice required under this Agreement shall be in writing and shall be hand delivered, sent by reputable overnight delivery service (UPS or FedEx), or sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the parties herein set forth. All notices so given shall be considered effective on the earlier of actual receipt or seventy-two (72) hours after deposit in the United States mail with the proper address, as set forth below. Either party, by notice so given, may change the address to which future notices shall be sent.

To the Town: Town Administrator
 Town of Parker
 20120 East Mainstreet
 Parker, Colorado 80138

To the Property Owner: Parker & Lincoln Development, LLC
 c/o Armstrong Capital Development, LLC
 Attention: Gregory L. Armstrong
 15530 E. Broncos Parkway, Suite 300
 Centennial, Colorado 80112

21. Entire Agreement - Amendments. This Agreement embodies the whole agreement of the parties with respect to the subject matter hereof. There are no promises, terms,

conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties hereto. This Agreement may be amended by written agreement between the Property Owner and the Town acting pursuant to Town Council authorization.

IN WITNESS WHEREOF the parties have signed this Agreement as of the date set forth above.

TOWN OF PARKER, COLORADO

By: _____
Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM AND SUFFICIENCY:

James S. Maloney, Town Attorney

**PROPERTY OWNER: PARKER &
LINCOLN DEVELOPMENT, LLC, a
Colorado limited liability company**

By: ACD 2013 Fund, LP, Sole Member

By: ACD Fund Manager, LLC, General Partner

By: Armstrong Capital Development, LLC, Sole Member

By: _____
Gregory L. Armstrong, Manager

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by Gregory L. Armstrong, Manager of Armstrong Capital Development, LLC, a Colorado limited liability company, Sole Member of ACD Fund Manager, LLC, a Colorado limited liability company, General Partner of ACD 2013 Fund, LP, a Colorado limited partnership, Sole Member of Parker & Lincoln Development, LLC, a Colorado limited liability company

My commission expires: _____

(S E A L)

Notary Public

**PARKER WATER AND SANITATION
DISTRICT
(AS TO PARAGRAPH 3)**

By: _____
Ron Redd, District Manager

ATTEST:

Maliea Good, Engineering Secretary

EXHIBIT A-1

LEGAL DESCRIPTION OF THE PFEIFER PROPERTY

PARCEL A:

LOT 1, BLOCK 1, PARKER HEIGHTS - FILING NO. 1, COUNTY OF DOUGLAS, STATE OF COLORADO.

PARCEL B:

A TRACT OF LAND IN SECTION 15, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF BALDWIN AVENUE IN PARKER HEIGHTS FILING NO. 1 AT INTERSECTIONS WITH THE EAST LINE OF HIGHWAY 83; THENCE NORTH ALONG THE EAST LINE OF SAID HIGHWAY, 226.36 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG THE EAST RIGHT OF WAY LINE OF SAID HIGHWAY, 309.09 FEET TO THE NORTH LINE OF SECTION 15; THENCE EAST ALONG SAID NORTH LINE, 148.81 FEET TO THE NORTHWEST CORNER OF LOT 1, BLOCK 1, PARKER HEIGHTS FILING NO. 1; THENCE ALONG THE SOUTHWEST LINE OF LOT 1, 201.27 FEET TO THE SOUTHWEST CORNER OF LOT 1; THENCE SOUTHWEST ALONG THE WEST LINE OF SOUTH ALCORN STREET AND ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 130.00 FEET AND A CENTRAL ANGLE OF 50 DEGREES 22 MINUTES 02 SECONDS, AN ARC DISTANCE OF 114.00 FEET TO A POINT OF TANGENT; THENCE SOUTH ALONG THE TANGENT AND WEST LINE OF SOUTH ALCORN STREET, 45.49 FEET TO THE NORTHEAST CORNER OF THE PARCEL OF LAND DESCRIBED IN DEED RECORDED MARCH 20, 1963 IN BOOK 149 AT PAGE 64; THENCE ON AN ANGLE TO THE RIGHT OF 90 DEGREES AND ALONG THE NORTH LINE OF SAID PARCEL, 158.06 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THE FOLLOWING PARCELS:

- 1) BEGINNING AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF HIGHWAY 83 AND THE NORTH LINE OF SECTION 15; THENCE EAST ALONG THE NORTH LINE OF SECTION 15, 51.96 FEET; THENCE ON AN ANGLE TO THE RIGHT OF 90 DEGREES 00 MINUTES 00 SECONDS, 32.26 FEET; THENCE ON AN ANGLE TO THE RIGHT OF 90 DEGREES 00 MINUTES 00 SECONDS, 43.39 FEET TO THE EAST RIGHT OF WAY LINE OF HIGHWAY 83; THENCE NORTH ALONG THE EAST RIGHT OF WAY LINE OF HIGHWAY 83, 33.37 FEET TO THE POINT OF BEGINNING, COUNTY OF DOUGLAS, STATE OF COLORADO;
- 2) THAT PORTION DESCRIBED IN RULE AND ORDER RECORDED MARCH 31, 1989 IN BOOK 847 AT PAGE 361;
- 3) THAT PORTION DESCRIBED IN WARRANTY DEED RECORDED JUNE 6, 2001 IN BOOK 2055 AT PAGE 215.

EXHIBIT A-2

LEGAL DESCRIPTION OF THE ARMSTRONG PROPERTY

A PART OF SECTION 15, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M., COUNTY OF DOUGLAS, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF BALDWIN AVENUE AND THE EAST LINE OF STATE HIGHWAY NO. 83; THENCE NORTHERLY ALONG THE EAST LINE OF STATE HIGHWAY NO. 83 ON A CURVE TO THE LEFT HAVING A RADIUS OF 5,780 FEET AND A CENTRAL ANGLE OF 01°10'01" AN ARC DISTANCE OF 117.72 FEET TO A POINT ON THE CURVE; THENCE ON AN ANGLE TO THE RIGHT OF 99°26'56" A DISTANCE OF 130.33 FEET TO THE WEST LINE OF SOUTH ALCORN STREET; THENCE ON AN ANGLE TO THE RIGHT OF 90°00' 00" AND ALONG SAID WEST LINE A DISTANCE OF 142.50 FEET TO THE NORTH LINE OF BALDWIN AVENUE; THENCE ON AN ANGLE TO THE RIGHT OF 111°35' 56" AND ALONG SAID NORTH LINE A DISTANCE OF 49.77 FEET TO A POINT OF CURVE; THENCE ALONG SAID NORTH LINE ON A CURVE TO THE LEFT HAVING A RADIUS OF 130.00 FEET AND A CENTRAL ANGLE OF 29°03'05" AN ARC DISTANCE OF 65.92 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM, ANY PORTION CONTAINED IN THAT RULE AND ORDER RECORDED MARCH 31, 1989 IN BOOK 847 AT PAGE 361.

EXHIBIT A-3

LEGAL DESCRIPTION OF THE HEITHOFF PROPERTY

A PART OF SECTION 15, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF BALDWIN AVENUE AND THE EAST RIGHT OF LINE OF COLORADO STATE HIGHWAY NO. 83; THENCE NORTHERLY ALONG THE EAST RIGHT OF WAY LINE OF SAID HIGHWAY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 5.780 FEET AND A CENTRAL ANGLE OF 01°10'01" AN ARC DISTANCE OF 117.72 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID RIGHT OF WAY LINE ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 5780 FEET AND A CENTRAL ANGLE OF 01°04'37", AN ARC DISTANCE OF 108.64 FEET TO A POINT OF DEPARTURE FROM SAID CURVE; THENCE ON AN ANGLE TO THE RIGHT OF 100°31'31", 149.17 FEET TO THE WEST LINE OF SOUTH ALCORN STREET; THENCE ON AN ANGLE TO THE RIGHT OF 90°00'00" AND ALONG SAID WEST LINE 107.00 FEET; THENCE ON AN ANGLE TO THE RIGHT OF 90°00'00", 130.33 FEET TO THE TRUE POINT OF BEGINNING,

COUNTY OF DOUGLAS, STATE OF COLORADO

HEREFORWARD TO BE KNOWN AS:

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M., COUNTY OF DOUGLAS, STATE OF COLORADO, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 15 BEING MONUMENTED WITH A FOUND 3.25" ALUMINUM CAP FLUSH WITH GROUND STAMPED PLS 30109, WHENCE THE NORTHWEST CORNER OF SAID SECTION 15 BEING MONUMENTED WITH A FOUND 3.25" ALUMINUM CAP IN RANGE BOX STAMPED PLS 19003, BEARS S 89°29'01" W, A DISTANCE OF 2643.42 FEET; THENCE S 50 °27'23"W, A DISTANCE OF 644.82 FEET TO A POINT OF BEING THE SOUTHEAST CORNER OF A PARCEL OF LAND AS DESCRIBED UNDER RECEPTION NO. 2011013028, SAID POINT ALSO BEING THE NORTHEAST CORNER OF A PARCEL OF LAND AS DESCRIBED UNDER RECEPTION NO. 2011037128, SAID POINT ALSO BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH ALCORN STREET AS PLATTED UNDER RECEPTION NO. 113057 ALL IN DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE, SAID POINT ALSO BEING THE POINT OF BEGINNING. THENCE ALONG THE SOUTHERLY LINE OF SAID RECEPTION NO. 2011013028, SAID POINT ALSO BEING ON THE NORTHERLY LINE OF SAID RECEPTION NO. 2011037128, S 89°30'44"W, A DISTANCE OF 90.73 FEET TO THE SOUTHEAST CORNER OF COLORADO DEPARTMENT OF TRANSPORTATION PARCEL NO. 65 AS RECORDED UNDER BOOK 768 AT PAGE 736 OF SAID CLERK'S OFFICE. THENCE ALONG THE EASTERLY LINE OF SAID PARCEL 65, N 09°51'10"W, A DISTANCE OF 108.59 FEET TO A POINT BEING THE NORTHEAST CORNER OF SAID PARCEL 65, SAID POINT ALSO BEING ON THE SOUTHERLY LINE OF RECEPTION NO. 2007022588 OF SAID CLERK'S OFFICE; THENCE ALONG SAID NORTHERLY AND

SOUTHERLY LINES N 89°30'44"E, A DISTANCE OF 108.40 FEET TO A POINT BEING THE NORTHEAST CORNER OF SAID RECEPTION NO. 2011013028, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF RECEPTION NO. 2007022588, SAID POINT ALSO BEING ON SAID WESTERLY RIGHT-OF-WAY LINE OF SOUTH ALCORN STREET; THENCE ALSO SAID WESTERLY LINE S 00°29'16" E, A DISTANCE OF 107.14 FEET TO THE POINT OF BEGINNING.

ORDINANCE NO. 2.244, Series of 2016

TITLE: A BILL FOR AN ORDINANCE APPROVING AND ACCOMPLISHING THE ANNEXATION OF CONTIGUOUS UNINCORPORATED TERRITORY KNOWN AS 11905 S. ALCORN STREET PROPERTY IN DOUGLAS COUNTY

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

WHEREAS, the Town Council of the Town of Parker, Colorado has conducted a public hearing, as required by law, to determine the eligibility for annexation of that property described in attached **Exhibit A**; and

WHEREAS, the Town Council of the Town of Parker, Colorado, has satisfied itself concerning the eligibility for annexation of that property described in attached **Exhibit A**, and concerning the conformance of the proposed annexation to the applicable law and the annexation policy of the Town of Parker, Colorado.

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

Section 1. The annexation by and to the Town of Parker, State of Colorado, of that property described in attached **Exhibit A**, situated, lying, and being in the County of Douglas, State of Colorado, meets all requirements of law and the annexation policy of the Town of Parker, and therefore, the said annexation is hereby approved and made effective.

Section 2. The owner(s) of more than fifty percent (50%) of the property described in attached **Exhibit A** has petitioned for annexation.

Section 3. Rezoning of the above-described property shall be completed simultaneously with the annexation of the property described in attached **Exhibit A**, pursuant to Section 15.9 of the Home Rule Charter for the Town of Parker.

Section 4. Upon the effective date of this Annexation Ordinance, all lands within the area to be annexed shall become subject to the Municipal Laws of the State of Colorado pertaining to towns and to all ordinances, resolutions, rules and regulations of the Town of Parker.

Section 5. The Town Council hereby approves the annexation agreement that is attached hereto as **Exhibit B**, and incorporated by this reference (the "Annexation Agreement").

Section 6. Annexation of the Property to the Town shall not become effective until the requirements specified in § 31-12-113(2)(a)II A, C.R.S. (2015), are satisfied, as provided in § 31-12-113(2)(b), C.R.S. (2015), and neither the Property Owner nor the Town shall record or cause to be recorded the items described in § 31-12-113(2)(a)(II)(A), C.R.S. (2015), until each of the following conditions have been satisfied:

a. The Property Owner and the Town have mutually executed and delivered the Annexation Agreement.

b. The Property Owner certifies in writing to the Town, in a form acceptable to the Town, that the conditions precedent described in subparagraph 1.a. of the Annexation Agreement have been fully satisfied and consolidation of ownership described in subparagraph 1.c. of the Annexation Agreement has been completed.

c. The Property Owner has delivered to the Town a legally sufficient instrument which provides that Parker & Lincoln Development, LLC, a Colorado limited liability company, is the sole owner of the Property described in Exhibit A to the Annexation Agreement.

d. The Property Owner provides the Town a copy of the access permit as described in subparagraph 1.d of this Annexation Agreement.

Section 7. The Town Clerk shall file for recording one certified copy of the Annexation Ordinance and one copy of the Annexation Map with the Clerk and Recorder of the County of Douglas, State of Colorado.

Section 8. The Annexation Map showing the boundaries of the newly annexed territory, as above described, shall be kept on file in the office of the Douglas County Clerk and Recorder.

Section 9. The Town Clerk shall file one certified copy of the Annexation Ordinance and one copy of the Annexation Map with the Division of Local Governments of the Department of Local Affairs.

Section 10. 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 11. This Annexation shall not be deemed approved until the conditions described in Section 6 of this Ordinance are satisfied as determined by the Town Council, in the exercise of their sole discretion. In the event the conditions described in Section 6 of this Ordinance are not satisfied within one hundred eighty (180) days of March 21, 2016, this Ordinance shall expire and shall be of no force or effect. In the event the conditions described in Section 6 of this Ordinance are satisfied in the manner provided herein, then in that event this Ordinance shall be published by the Town

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

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2016.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2016.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

Exhibit A

SURVEYORS LEGAL DESCRIPTION

Lot 1, Block 1, Parker Heights -Filing No.1 as recorded under Reception No. 113057 of the Douglas County Clerk and Recorders Office, and a Parcel of land located in the Northwest Quarter of Section 15, Township 6 South, Range 66 West of the 6th P.M., County of Douglas, State of Colorado, described as follows:

Commencing at the North Quarter Comer of said Section 15 being monumented with a found 3.25" aluminum cap flush with ground stamped PLS 30109, whence the Northwest Comer of said Section 15 being monumented with a found 3.25" aluminum cap in range box stamped PLS 19003, bears S 89°29'01" W, a distance of 2643.42 feet; Thence along the Northerly line of said Northwest Quarter, S 89°29'01" W, a distance of 441.75 feet to a point being the Northeast Comer of a parcel of land as described under Reception No. 2007022588 of said Clerk's Office, said point also being the Northwest Comer of said Lot 1, Block 1, said point also being the POINT OF BEGINNING:

Thence along the common line of said Reception No. 2007022588 and Lot 1, Block 1, S 40°11'57" E, a distance of 201.62 feet to the most Easterly Corner of said Reception No. 2007022588, said point also being the Southwest Comer of said Lot 1, Block 1, said point also being on the Northerly Right-of-Way line of Alcorn Avenue as platted under Reception No. 113057 of said Clerk's Office; Thence along said Northerly Right-of-Way line and the Westerly Right-of-Way line of South Alcorn Street as platted under Reception No. 113057 the following two courses: 1) On a non-tangent curve to the left with a radius of 130.00 feet, a central angle of 50°11'02", an arc length of 113.86 feet, whose chord bears S 24°36'15" W, a distance of 110.26 feet; 2) S 00°29'16" E, a distance of 43.90 feet to a point being the Southeast Comer of said Reception No. 2007022588, said point also being the Northeast Comer of a parcel of land recorded under Reception No. 2011013028 of said Clerk's Office; Thence along the Southerly line of said Reception No. 2007022588, said line also being the Northerly line of said Reception No. 2011013028, S 89°30'44" W, a distance of 108.40 feet to a point being the Southeast Comer of Colorado Department of Transportation Parcel No. 64 as recorded under Book 847 at Page 361 of said Clerk's Office, said point also being the Northeast Comer of Colorado Department of Transportation Parcel No. 65 recorded under Book 768 at Page 736 of said Clerk's Office; Thence along the Easterly line of said Parcel No. 64, N 16°07'16" W, a distance of 268.16 feet to a point on the Southeasterly line of a Town of Parker ROW Parcel No. 36 as recorded under Reception No. 2001050511 of said Clerk's Office; Thence along said Southeasterly line, N 26°15'01" E, a distance of 45.44 feet to a point being the Northeasterly Comer of said Parcel No. 36, said point also being on the Northerly line of the Northwest Quarter of Section 15; Thence along said Northerly line, also being the Northerly line of said Reception No. 2007022588, N 89°29'01" E, a distance of 78.16 feet to the POINT OF BEGINNING.

The above described combined parcel contains 57,365 Square Feet or 1.32 Acres more or less.

EXHIBIT B

ALCORN PROPERTY ANNEXATION AGREEMENT

THIS AGREEMENT is voluntarily made and entered into this _____ day of _____, 2016, by and between the Town of Parker, a Colorado home rule municipality (hereinafter referred to as the "Town"), the Parker Water and Sanitation District (hereinafter referred to as the "District") (only as to Paragraph 3), and Parker & Lincoln Development, LLC, a Colorado limited liability company (the "Armstrong Entity"), and their successors and assigns (hereinafter collectively referred to as the "Property Owner").

RECITALS:

A. The Property Owner is the owner or contract purchaser of certain real property (the "Property") situated in the County of Douglas, State of Colorado, which Property is collectively described in **Exhibits A-1—A-3**, attached hereto and made a part hereof. The Property consists of: (1) the Pfeifer Property, which is currently owned by Ronald D. Pfeifer ("Pfeifer") and is under contract with the Armstrong Entity; (2) the Armstrong Property, which is currently owned by the Armstrong Entity; and (3) the Heithoff Property, which is currently owned by Alcorn, LLC, a Colorado limited liability company (the "Heithoff Entity"), and is under contract with the Armstrong Entity, as more specifically identified on attached **Exhibits A-1—A-3**.

B. The Property Owner desires to have the Property annexed to the Town.

C. The Town wishes to annex the Property into the Town and shall consider the zoning application for the Property upon the condition that this Agreement is approved by the Town and is executed by the Town and the Property Owner.

NOW, THEREFORE, in consideration of the foregoing recitals, mutual covenants, and promises set forth below, the receipt and sufficiency of which are mutually acknowledged, the Town, the District (only as to Paragraph 3) and the Property Owner hereby agree as follows:

1. Annexation. The annexation of the Property shall be in accordance with the Colorado Municipal Annexation Act of 1965, as amended.

a. Conditions Precedent. Annexation of the Property shall not become effective, and neither the Property Owner nor the Town shall record or cause to be recorded the items described in § 31-12-113(2)(a)(II)(A), C.R.S. (2015) or this Agreement, until each of the following conditions have been satisfied (it being acknowledged that the Town shall cause recordation of the requisite documents to effect annexation of the Property upon satisfaction of the conditions precedent):

i. The Property Owner and the Town have mutually executed and delivered this Agreement;

ii. The District signs this Agreement.

i. Consolidation of Ownership (as described in subparagraph 1.c. of this Agreement) has occurred.

iv. The Property Owner provides the Town a copy of the access permit as described in subparagraph 1.d of this Agreement.

v. The Property Owner certifies in writing to the Town, in a form reasonably acceptable to the Town, that the conditions precedent described in subparagraph 1.a. of this Agreement have been fully satisfied.

b. Failure of Conditions. Until the conditions precedent set forth in subparagraph 1.a. have been satisfied, this document shall constitute an offer by the Property Owner and the Town to enter into this Agreement (notwithstanding the parties' mutual execution and delivery of this document), and the annexation of the Property to the Town shall not become effective. In such case, neither the Property Owner nor the Town shall record or cause to be recorded the items described in § 31-12-113(2)(a)(II)(A), C.R.S. (2015) or this Agreement.

c. Consolidation of Ownership/Authorized Representative. The Armstrong Entity is currently the fee owner of the Armstrong Property. As applicable, Pfeifer and the Heithoff Entity each shall execute and cause to be recorded a conveyance deed in a form acceptable to the Town, which deeds shall convey fee simple title in and to the Pfeifer Property and the Heithoff Property, respectively, to the Armstrong Entity, which deeds shall be recorded in the Douglas County Clerk and Recorder's Office, contemporaneously with the recordation of the items described in § 31-12-113(2)(a)(II)(A), C.R.S. (2015), as provided in subparagraph 1.a.

d. Issuance of Access Permit by Colorado Department of Transportation ("CDOT"). CDOT issues an access permit to the Armstrong Entity, or its assigns, that permits vehicular access to the Property from State Highway 83.

2. Purpose. The purpose of this Agreement is to set forth the terms, conditions, and fees to be paid by the Property Owner upon annexation of the Property. Unless otherwise expressly provided to the contrary herein, all conditions contained herein are in addition to any and all requirements of the Town of Parker Land Development Code, as amended, any and all state statutes, and other sections of the ordinances of the Town of Parker.

3. Water and Sewer Services. The parties to this Agreement acknowledge that the Town has no obligation under this Agreement to provide water and sewer service to the Property. The District will provide water and sewer services to the Property if the Property Owner satisfies all requirements of the District including, but not limited to, the dedication of water resources and/or the payment of fees in lieu thereof, and the construction of water, sewer and wastewater treatment lines and facilities necessary to service the land use proposed for the Property.

4. Zoning and Development.

a. The Property Owner hereby consents to zoning the Property Modified Commercial as adopted by Ordinance No.'s 3.318, 3.319 and 3.20 contemporaneously with this Agreement (the "Development Plan").

b. Town Fees. The Property Owner agrees to pay all building fees, use taxes, impact fees and excise taxes as established by Town ordinance at the time this Agreement is executed and such additional fees and taxes as may be in effect at the time of development of the Property (as evidenced by plat approval) except as specifically provided by this Agreement. The Town may withhold any plat approval or withhold the issuance of any permits for construction or occupancy for failure to pay Town fees and taxes as provided herein. All fees recited in this Agreement shall be subject to amendment by the Town Council by ordinance so long as any amendment is Townwide. Any amendment to the fees shall be incorporated into this Agreement as if originally set forth herein. Notwithstanding anything in this Agreement to the contrary, the parties acknowledge and agree that the Property has already been developed in unincorporated Douglas County and because of this fact the Property and the Property Owner shall not be responsible for the payment of any Town fees related to the annexation of the Property into the Town and the zoning of the Property pursuant to this Agreement.

5. Construction of Roads. The Property Owner will design and construct the improvements described herein according to the Town-approved Traffic Study, the Town of Parker Roadway Design and Construction Criteria Manual, the Town of Parker Construction Specifications and Design Considerations for Parks, Trails and Streetscapes, the CDOT Standard Specifications for Road and Bridge Construction, and the CDOT State Highway Access Code, as amended and applicable.

a. State Highway 83 Deceleration Lane Improvements. A continuous deceleration lane on northbound State Highway 83 to accommodate the proposed access, as determined by the Town, prior to any certificates of occupancy, temporary or otherwise, for the Property have been issued.

b. Lincoln Avenue Intersection Improvements. Improvements to the existing signalized intersection on Lincoln Avenue to accommodate the proposed site access to the Property, including a new westbound to southbound left turn lane, and any associated modifications to the existing roadway infrastructure to accommodate the turn lane, prior to any certificates of occupancy, temporary or otherwise, for the Property have been issued.

6. Lincoln Avenue Site Access Signal. The Property Owner shall be responsible for the cost to design and construct all traffic signal upgrades to the existing signal on Lincoln Avenue, as determined by the Town, prior to the issuance of any certificates of occupancy, temporary or otherwise, for the Property. The traffic signal upgrades described herein shall be designed and constructed in accordance with the Town of Parker Roadway Design and Construction Criteria Manual, and the Town-approved traffic study for the Property.

7. Sidewalks and Sidewalk Connections. The Property Owner will design and construct the improvements described below according to the Town of Parker Roadway Design and Construction Criteria Manual, the Town of Parker Construction Specifications and Design Considerations for Parks, Trails and Streetscapes, and the CDOT Standard Specifications for Road and Bridge Construction, as amended and applicable.

a. State Highway 83 Sidewalk Improvements. The Property Owner shall design and construct a 10-foot-wide concrete sidewalk on the east side of State Highway 83 adjacent to the Property, prior to any certificate of occupancy, temporary or otherwise, for the Property.

b. Lincoln Avenue Sidewalk. The Property Owner shall design and construct a concrete sidewalk on the south side of Lincoln Avenue, with dimensions appropriate for the subject access and acceptable to the Town, from the proposed site access intersection on Lincoln Avenue to the intersection of State Highway 83, prior to any certificate of occupancy, temporary or otherwise, for the Property.

8. Land Dedication. The Property Owner shall either dedicate by plat (including replat) or convey to the Town and/or CDOT, as may be applicable, by separate instrument approved by the Town and/or CDOT, as may be applicable, any access, slope, drainage and construction easements, as determined by the Town and/or CDOT, as may be applicable, for State Highway 83, Lincoln Avenue, and the sidewalk improvements.

a. State Highway 83. The Property Owner shall dedicate to the Town and/or CDOT any land necessary to accommodate the deceleration lane and sidewalk improvements, as determined by the Town and/or CDOT, including all necessary auxiliary lanes as described in the Town-approved traffic study, as part of the first final plat of the Property.

b. Lincoln Avenue. The Property Owner shall dedicate to the Town and/or CDOT any land necessary to accommodate the intersection and sidewalk improvements, as determined by the Town and/or CDOT, including all necessary auxiliary lanes as described in the Town-approved traffic study, as part of the first final plat of the Property.

9. Permitted Development. The Property Owner shall develop the Property in accordance with this Agreement, Town ordinances and regulations, and applicable state and federal law and regulations. The Town shall allow and permit the development of the Property upon submission of proper application and payment of fees imposed by the Town ordinances and regulations. The Property Owner shall cause those areas described in this Agreement to be maintained in accordance with a Reciprocal Easement Agreement acceptable to the Town to be prepared and recorded by the Property Owner against the Property contemporaneously with the recording of the first final plat for the Property.

10. Property Owner. The Property Owner is entering into this Agreement and is undertaking the obligations imposed upon the Property Owner herein in reliance upon the Town's concurrent adoption of an ordinance annexing the Property into the Town and adoption of an ordinance zoning the Property Modified Commercial as provided in paragraph 4.a. of the

Agreement. Performance of the Property Owner's obligations hereunder is expressly conditioned upon the Town's adoption of the ordinance described in paragraph 4.a. If the Town fails to adopt the ordinance described in paragraph 4.a., then the petition for annexation will be deemed withdrawn and the annexation process will be terminated at such time as the Town fails to adopt the subject ordinance.

11. Waiver of Prior Vested Rights. The Property Owner waives any prior vested property rights acquired in Douglas County so long as the Property remains annexed into the Town, except for any permits issued by Douglas County to the Property Owner or its tenants prior to the effective date of Ordinance No. 2.241 (the "Annexation Ordinance"). Any permits issued by Douglas County to the Property Owner or its tenants prior to the effective date of the Annexation Ordinance will be handled by Douglas County, including inspections of work, as well as the approval of work inspected though the issuance of certificates of occupancy or certificates of compliance as may be applicable, the issuance of which will be accepted by the Town.

12. Remedies. The Property Owner's remedies against the Town for the Town's breach of this Agreement are limited to breach of contract claims. The Town's remedies under this Agreement include, but are not limited to, the following:

- a. The refusal to issue any building permit or certificate of occupancy.
- b. The revocation of any building permit previously issued under which construction directly related to such building permit has not commenced, except a building permit previously issued to a third party.
- c. A demand that the security given for the completion of the public improvements be paid or honored.
- d. Any other remedy available at law.

13. Authority of the Town. Nothing contained in this Agreement shall constitute or be interpreted as a repeal of existing codes or ordinances or as a waiver or abrogation of the Town's legislative, governmental, or police powers to promote and protect the health, safety and general welfare of the Town or its inhabitants; nor shall this Agreement prohibit the enactment by the Town of any fee that is of uniform or general application.

14. Termination. If the zoning as set forth in Paragraph 4.a. above is not approved by ordinance, or if the annexation of the Property is for any reason not completed, or this Agreement is not approved by the Town Council, then this Agreement shall be null and void and of no force and effect whatsoever, and any monies paid will be reimbursed to the Property Owner.

15. Binding Effect. This Agreement, when executed, shall inure to the benefit of and be binding on the successors or assigns in interest or the legal representatives of the parties hereto, including all the purchasers and subsequent owners of any lots or parcels within the Property. This Agreement constitutes the entire agreement of the parties and may be amended

only in writing, approved in substantially the same manner as the Agreement itself. This Agreement is binding upon and shall run with the land.

16. Recordation of Agreement. When the conditions precedent described in Paragraph 1.a. of this Agreement have been satisfied as provided herein, this Agreement shall be recorded with the Clerk and Recorder of Douglas County, Colorado, and shall run with the land, and shall be binding upon and shall inure to the benefit of the heirs, successors, and permitted assigns of the parties hereto.

17. Effective Date. This Agreement shall be effective and binding upon the parties immediately upon the effective date of an ordinance annexing and zoning the Property, and the satisfaction of any other conditions precedent specifically set forth herein, regardless of whether this Agreement is executed prior to the effective date of said ordinance annexing and zoning the Property and satisfaction of any other conditions precedent specifically set forth herein.

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

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

20. Notice. All notice required under this Agreement shall be in writing and shall be hand delivered, sent by reputable overnight delivery service (UPS or FedEx), or sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the parties herein set forth. All notices so given shall be considered effective on the earlier of actual receipt or seventy-two (72) hours after deposit in the United States mail with the proper address, as set forth below. Either party, by notice so given, may change the address to which future notices shall be sent.

To the Town: Town Administrator
Town of Parker
20120 East Mainstreet
Parker, Colorado 80138

To the Property Owner: Parker & Lincoln Development, LLC
c/o Armstrong Capital Development, LLC
Attention: Gregory L. Armstrong
15530 E. Broncos Parkway, Suite 300
Centennial, Colorado 80112

21. Entire Agreement - Amendments. This Agreement embodies the whole agreement of the parties with respect to the subject matter hereof. There are no promises, terms,

conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties hereto. This Agreement may be amended by written agreement between the Property Owner and the Town acting pursuant to Town Council authorization.

IN WITNESS WHEREOF the parties have signed this Agreement as of the date set forth above.

TOWN OF PARKER, COLORADO

By: _____
Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM AND SUFFICIENCY:

James S. Maloney, Town Attorney

**PROPERTY OWNER: PARKER &
LINCOLN DEVELOPMENT, LLC, a
Colorado limited liability company**

By: ACD 2013 Fund, LP, Sole Member

By: ACD Fund Manager, LLC, General Partner

By: Armstrong Capital Development, LLC, Sole Member

By: _____
Gregory L. Armstrong, Manager

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by Gregory L. Armstrong, Manager of Armstrong Capital Development, LLC, a Colorado limited liability company, Sole Member of ACD Fund Manager, LLC, a Colorado limited liability company, General Partner of ACD 2013 Fund, LP, a Colorado limited partnership, Sole Member of Parker & Lincoln Development, LLC, a Colorado limited liability company

My commission expires: _____

(S E A L)

Notary Public

**PARKER WATER AND SANITATION
DISTRICT
(AS TO PARAGRAPH 3)**

By: _____
Ron Redd, District Manager

ATTEST:

Maliea Good, Engineering Secretary

EXHIBIT A-1

LEGAL DESCRIPTION OF THE PFEIFER PROPERTY

PARCEL A:

LOT 1, BLOCK 1, PARKER HEIGHTS - FILING NO. 1, COUNTY OF DOUGLAS, STATE OF COLORADO.

PARCEL B:

A TRACT OF LAND IN SECTION 15, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF BALDWIN AVENUE IN PARKER HEIGHTS FILING NO. 1 AT INTERSECTIONS WITH THE EAST LINE OF HIGHWAY 83; THENCE NORTH ALONG THE EAST LINE OF SAID HIGHWAY, 226.36 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG THE EAST RIGHT OF WAY LINE OF SAID HIGHWAY, 309.09 FEET TO THE NORTH LINE OF SECTION 15; THENCE EAST ALONG SAID NORTH LINE, 148.81 FEET TO THE NORTHWEST CORNER OF LOT 1, BLOCK 1, PARKER HEIGHTS FILING NO. 1; THENCE ALONG THE SOUTHWEST LINE OF LOT 1, 201.27 FEET TO THE SOUTHWEST CORNER OF LOT 1; THENCE SOUTHWEST ALONG THE WEST LINE OF SOUTH ALCORN STREET AND ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 130.00 FEET AND A CENTRAL ANGLE OF 50 DEGREES 22 MINUTES 02 SECONDS, AN ARC DISTANCE OF 114.00 FEET TO A POINT OF TANGENT; THENCE SOUTH ALONG THE TANGENT AND WEST LINE OF SOUTH ALCORN STREET, 45.49 FEET TO THE NORTHEAST CORNER OF THE PARCEL OF LAND DESCRIBED IN DEED RECORDED MARCH 20, 1963 IN BOOK 149 AT PAGE 64; THENCE ON AN ANGLE TO THE RIGHT OF 90 DEGREES AND ALONG THE NORTH LINE OF SAID PARCEL, 158.06 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THE FOLLOWING PARCELS:

1) BEGINNING AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF HIGHWAY 83 AND THE NORTH LINE OF SECTION 15; THENCE EAST ALONG THE NORTH LINE OF SECTION 15, 51.96 FEET; THENCE ON AN ANGLE TO THE RIGHT OF 90 DEGREES 00 MINUTES 00 SECONDS, 32.26 FEET; THENCE ON AN ANGLE TO THE RIGHT OF 90 DEGREES 00 MINUTES 00 SECONDS, 43.39 FEET TO THE EAST RIGHT OF WAY LINE OF HIGHWAY 83; THENCE NORTH ALONG THE EAST RIGHT OF WAY LINE OF HIGHWAY 83, 33.37 FEET TO THE POINT OF BEGINNING, COUNTY OF DOUGLAS, STATE OF COLORADO;

2) THAT PORTION DESCRIBED IN RULE AND ORDER RECORDED MARCH 31, 1989 IN BOOK 847 AT PAGE 361;

3) THAT PORTION DESCRIBED IN WARRANTY DEED RECORDED JUNE 6, 2001 IN BOOK 2055 AT PAGE 215.

EXHIBIT A-2

LEGAL DESCRIPTION OF THE ARMSTRONG PROPERTY

A PART OF SECTION 15, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M., COUNTY OF DOUGLAS, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF BALDWIN AVENUE AND THE EAST LINE OF STATE HIGHWAY NO. 83; THENCE NORTHERLY ALONG THE EAST LINE OF STATE HIGHWAY NO. 83 ON A CURVE TO THE LEFT HAVING A RADIUS OF 5,780 FEET AND A CENTRAL ANGLE OF 01°10'01" AN ARC DISTANCE OF 117.72 FEET TO A POINT ON THE CURVE; THENCE ON AN ANGLE TO THE RIGHT OF 99°26'56" A DISTANCE OF 130.33 FEET TO THE WEST LINE OF SOUTH ALCORN STREET; THENCE ON AN ANGLE TO THE RIGHT OF 90°00' 00" AND ALONG SAID WEST LINE A DISTANCE OF 142.50 FEET TO THE NORTH LINE OF BALDWIN AVENUE; THENCE ON AN ANGLE TO THE RIGHT OF 111°35' 56" AND ALONG SAID NORTH LINE A DISTANCE OF 49.77 FEET TO A POINT OF CURVE; THENCE ALONG SAID NORTH LINE ON A CURVE TO THE LEFT HAVING A RADIUS OF 130.00 FEET AND A CENTRAL ANGLE OF 29°03'05" AN ARC DISTANCE OF 65.92 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM, ANY PORTION CONTAINED IN THAT RULE AND ORDER RECORDED MARCH 31, 1989 IN BOOK 847 AT PAGE 361.

EXHIBIT A-3

LEGAL DESCRIPTION OF THE HEITHOFF PROPERTY

A PART OF SECTION 15, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF BALDWIN AVENUE AND THE EAST RIGHT OF LINE OF COLORADO STATE HIGHWAY NO. 83; THENCE NORTHERLY ALONG THE EAST RIGHT OF WAY LINE OF SAID HIGHWAY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 5.780 FEET AND A CENTRAL ANGLE OF 01°10'01" AN ARC DISTANCE OF 117.72 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID RIGHT OF WAY LINE ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 5780 FEET AND A CENTRAL ANGLE OF 01°04'37", AN ARC DISTANCE OF 108.64 FEET TO A POINT OF DEPARTURE FROM SAID CURVE; THENCE ON AN ANGLE TO THE RIGHT OF 100°31'31", 149.17 FEET TO THE WEST LINE OF SOUTH ALCORN STREET; THENCE ON AN ANGLE TO THE RIGHT OF 90°00'00" AND ALONG SAID WEST LINE 107.00 FEET; THENCE ON AN ANGLE TO THE RIGHT OF 90°00'00", 130.33 FEET TO THE TRUE POINT OF BEGINNING,

COUNTY OF DOUGLAS, STATE OF COLORADO

HEREFORWARD TO BE KNOWN AS:

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M., COUNTY OF DOUGLAS, STATE OF COLORADO, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 15 BEING MONUMENTED WITH A FOUND 3.25" ALUMINUM CAP FLUSH WITH GROUND STAMPED PLS 30109, WHENCE THE NORTHWEST CORNER OF SAID SECTION 15 BEING MONUMENTED WITH A FOUND 3.25" ALUMINUM CAP IN RANGE BOX STAMPED PLS 19003, BEARS S 89°29'01" W, A DISTANCE OF 2643.42 FEET; THENCE S 50 °27'23"W, A DISTANCE OF 644.82 FEET TO A POINT OF BEING THE SOUTHEAST CORNER OF A PARCEL OF LAND AS DESCRIBED UNDER RECEPTION NO. 2011013028, SAID POINT ALSO BEING THE NORTHEAST CORNER OF A PARCEL OF LAND AS DESCRIBED UNDER RECEPTION NO. 2011037128, SAID POINT ALSO BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH ALCORN STREET AS PLATTED UNDER RECEPTION NO. 113057 ALL IN DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE, SAID POINT ALSO BEING THE POINT OF BEGINNING. THENCE ALONG THE SOUTHERLY LINE OF SAID RECEPTION NO. 2011013028, SAID POINT ALSO BEING ON THE NORTHERLY LINE OF SAID RECEPTION NO. 2011037128, S 89°30'44"W, A DISTANCE OF 90.73 FEET TO THE SOUTHEAST CORNER OF COLORADO DEPARTMENT OF TRANSPORTATION PARCEL NO. 65 AS RECORDED UNDER BOOK 768 AT PAGE 736 OF SAID CLERK'S OFFICE. THENCE ALONG THE EASTERLY LINE OF SAID PARCEL 65, N 09°51'10"W, A DISTANCE OF 108.59 FEET TO A POINT BEING THE NORTHEAST CORNER OF SAID PARCEL 65, SAID POINT ALSO BEING ON THE SOUTHERLY LINE OF RECEPTION NO. 2007022588 OF SAID CLERK'S OFFICE; THENCE ALONG SAID NORTHERLY AND

SOUTHERLY LINES N 89°30'44"E, A DISTANCE OF 108.40 FEET TO A POINT BEING THE NORTHEAST CORNER OF SAID RECEPTION NO. 2011013028, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF RECEPTION NO. 2007022588, SAID POINT ALSO BEING ON SAID WESTERLY RIGHT-OF-WAY LINE OF SOUTH ALCORN STREET; THENCE ALSO SAID WESTERLY LINE S 00°29'16" E, A DISTANCE OF 107.14 FEET TO THE POINT OF BEGINNING.

ORDINANCE NO. 3.318, Series of 2016

TITLE: A BILL FOR AN ORDINANCE REZONING CERTAIN PROPERTY WITHIN THE TOWN OF PARKER, COLORADO, KNOWN AS 6429 ALCORN STREET PROPERTY TO MODIFIED COMMERCIAL DISTRICT PURSUANT TO THE PARKER LAND DEVELOPMENT ORDINANCE AND AMENDING THE ZONING ORDINANCE AND MAP TO CONFORM THEREWITH

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

Section 1. Finding of Fact.

a. Application has been made for rezoning certain property described in attached **Exhibit A**, within the Town of Parker, Colorado, to Modified Commercial, pursuant to the Parker Land Development Ordinance.

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

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

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

e. The requirements of Section 13.04.240 of the Parker Land Development Ordinance for rezoning of the Property have been satisfied.

Section 2. The Property is hereby zoned Modified Commercial, as provided in the **Exhibit B**, which is attached hereto and incorporated by this reference. The uses permitted by right and the uses permitted by special review are specifically described in **Exhibit B**.

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

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

Section 5. Safety Clause. The Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Parker, that it is promulgated for the health, safety and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Town Council further determines that the Ordinance bears a rational relation to

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

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

Section 7. This Ordinance shall not be deemed approved until Ordinance Nos. 2.242, 2.243 and 2.244, Series of 2016 (the "Annexation Ordinances"), go into effect. In the event the Annexation Ordinances for the Property go into effect, then in that event this Ordinance shall become effective ten (10) days after final publication.

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2016.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2016.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

Exhibit A

SURVEYORS LEGAL DESCRIPTION

Lot 1, Block 1, Parker Heights -Filing No.1 as recorded under Reception No. 113057 of the Douglas County Clerk and Recorders Office, and a Parcel of land located in the Northwest Quarter of Section 15, Township 6 South, Range 66 West of the 6th P.M., County of Douglas, State of Colorado, described as follows:

Commencing at the North Quarter Comer of said Section 15 being monumented with a found 3.25" aluminum cap flush with ground stamped PLS 30109, whence the Northwest Comer of said Section 15 being monumented with a found 3.25" aluminum cap in range box stamped PLS 19003, bears S 89°29'01" W, a distance of 2643.42 feet; Thence along the Northerly line of said Northwest Quarter, S 89°29'01" W, a distance of 441.75 feet to a point being the Northeast Comer of a parcel of land as described under Reception No. 2007022588 of said Clerk's Office, said point also being the Northwest Comer of said Lot 1, Block 1, said point also being the POINT OF BEGINNING:

Thence along the common line of said Reception No. 2007022588 and Lot 1, Block 1, S 40°11'57" E, a distance of 201.62 feet to the most Easterly Comer of said Reception No. 2007022588, said point also being the Southwest Comer of said Lot 1, Block 1, said point also being on the Northerly Right-of-Way line of Alcorn Avenue as platted under Reception No. 113057 of said Clerk's Office; Thence along said Northerly Right-of-Way line and the Westerly Right-of-Way line of South Alcorn Street as platted under Reception No. 113057 the following two courses: 1) On a non-tangent curve to the left with a radius of 130.00 feet, a central angle of 50°11'02", an arc length of 113.86 feet, whose chord bears S 24°36'15" W, a distance of 110.26 feet; 2) S 00°29'16" E, a distance of 43.90 feet to a point being the Southeast Comer of said Reception No. 2007022588, said point also being the Northeast Comer of a parcel of land recorded under Reception No. 2011013028 of said Clerk's Office; Thence along the Southerly line of said Reception No. 2007022588, said line also being the Northerly line of said Reception No. 2011013028, S 89°30'44" W, a distance of 108.40 feet to a point being the Southeast Comer of Colorado Department of Transportation Parcel No. 64 as recorded under Book 847 at Page 361 of said Clerk's Office, said point also being the Northeast Comer of Colorado Department of Transportation Parcel No. 65 recorded under Book 768 at Page 736 of said Clerk's Office; Thence along the Easterly line of said Parcel No. 64, N 16°07'16" W, a distance of 268.16 feet to a point on the Southeasterly line of a Town of Parker ROW Parcel No. 36 as recorded under Reception No. 2001050511 of said Clerk's Office; Thence along said Southeasterly line, N 26°15'01" E, a distance of 45.44 feet to a point being the Northeasterly Comer of said Parcel No. 36, said point also being on the Northerly line of the Northwest Quarter of Section 15; Thence along said Northerly line, also being the Northerly line of said Reception No. 2007022588, N 89°29'01" E, a distance of 78.16 feet to the POINT OF BEGINNING.

The above described combined parcel contains 57,365 Square Feet or 1.32 Acres more or less.

EXHIBIT B

MODIFIED COMMERCIAL ALCORN PROPERTY

A. Intent

Areas for wholesale and service commercial uses with minimal assembly or manufacturing.

B. Compliance

All developments within this Modified Commercial zoning district must comply with the requirements specified in Section 13.06 of the Town's Land Development Ordinance, as amended by the following standards. Where the following standards vary from the Town's Land Development Ordinance, the following standards shall take precedence. Mortuaries/Crematoria, Automobile related uses including service, sales or rental, commercial storage areas, day care centers and pet related kenneling, training or veterinarian uses are prohibited.

C. Uses Permitted by Right

1. Any nonresidential uses by right permitted in B-Business District as defined in Section 13.04.100 of the Town of Parker Land Development Ordinance, as amended. Hotels, motels, churches, church schools, hospitals, nursing homes, convalescent care facilities, extended stay facilities, public or private membership clubs, day care facilities, or caretaker residences and any use within the C-Commercial District as defined in Section 13.04.120 of the Town of Parker Land Development Ordinance, as amended, that is not specifically described in this exhibit shall be prohibited in this district.
2. Bakeries, wholesale & retail
3. Brewery/distillery
4. Eating and drinking establishments, with or without Drive-Thru Lanes
5. Entertainment or amusement facilities
6. Packaging and Shipping Store
7. Photocopy reproduction
8. Bank with drive-through.
9. Detached ATM
10. Cellular facilities, as long as they are integrated into the project design.

D. Uses Permitted by Special Review

1. Any use by special review permitted in the B-Business zoning district as defined in Section 13.04.100 of the Town of Parker Land Development Ordinance, as amended, which are not specifically prohibited as listed under Section B of this Exhibit B, are allowed as a use by special review.
2. Any use by special review permitted in the C-Commercial zoning district as defined in Section 13.04.120 of the Town of Parker Land Development Ordinance, as amended, which are not specifically prohibited as listed under Section B of this Exhibit B, are allowed as a use by special review

E. Development Standards

1. Minimum Lot Width: 40 feet.
2. Minimum Front Yard Setback:
 - Building - 35 feet (Parker Rd. and Lincoln Ave.).
 - Parking/drive-through – 0 feet, except when adjoining a residentially zoned area, in which case it shall be screened by a 6' screen fence.
3. Minimum Side Yard Setback: Building - 0 feet, except when adjoining a residentially zoned area, in which case, the setback is 15 feet.
 - Parking/drive-through – 0 feet, except when adjoining a residentially zoned area, in which case it shall be screened by a 6' screen fence.
4. Minimum Rear Yard Setback: Building - 0 feet, except when adjoining a residentially zoned area, in which case the setback is 15 feet.
 - Parking/drive-through – 0 feet, except when adjoining a residentially zoned area, in which case it shall be screened by a 6' screen fence.
5. Drive through lanes and parking shall be screened from adjacent Alcorn Avenue, Alcorn Street, Baldwin Avenue, and adjacent residential with a screen fence 6' in height. Landscaping shall be provided on the east side of the screen fence.
6. Sign Requirements: A Unified Sign Plan will be processed with the Site Plan approval process.

ORDINANCE NO. 3.319, Series of 2016

TITLE: A BILL FOR AN ORDINANCE REZONING CERTAIN PROPERTY WITHIN THE TOWN OF PARKER, COLORADO, KNOWN AS 11895 S. ALCORN STREET AND 11897 S. ALCORN STREET PROPERTY TO MODIFIED COMMERCIAL DISTRICT PURSUANT TO THE PARKER LAND DEVELOPMENT ORDINANCE AND AMENDING THE ZONING ORDINANCE AND MAP TO CONFORM THEREWITH

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

Section 1. Finding of Fact.

a. Application has been made for rezoning certain property described in attached **Exhibit A**, within the Town of Parker, Colorado, to Modified Commercial, pursuant to the Parker Land Development Ordinance.

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

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

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

e. The requirements of Section 13.04.240 of the Parker Land Development Ordinance for rezoning of the Property have been satisfied.

Section 2. The Property is hereby zoned Modified Commercial, as provided in the **Exhibit B**, which is attached hereto and incorporated by this reference. The uses permitted by right and the uses permitted by special review are specifically described in **Exhibit B**.

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

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

Section 5. Safety Clause. The Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Parker, that it is promulgated for the health, safety and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Town Council further determines that the Ordinance bears a rational relation to

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

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

Section 7. This Ordinance shall not be deemed approved until Ordinance Nos. 2.242, 2.243 and 2.244, Series of 2016 (the "Annexation Ordinances"), go into effect. In the event the Annexation Ordinances for the Property go into effect, then in that event this Ordinance shall become effective ten (10) days after final publication.

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2016.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2016.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

Exhibit A

Surveyors Legal Description

A Parcel of located in the Northwest Quarter of Section 15, Township 6 South, Range 66 West of the 6th P.M., County of Douglas, State of Colorado, described as follows:

Commencing at the North Quarter Corner of said Section 15 being monumented with a found 3.25" aluminum cap flush with ground stamped PLS 30109, whence the Northwest Corner of said Section 15 being monumented with a found 3.25" aluminum cap in range box stamped PLS 19003, bears S 89°29'01" W, a distance of 2643.42 feet; Thence S 50°27'23" W, a distance of 644.82 feet to a point being the Southeast Corner of a parcel of land as described under Reception No. 2011013028, said point also being the Northeast Corner of a parcel of land as described under Reception No. 2011037128, said point also being on the Westerly Right-of-Way line of South Alcorn Street as platted under Reception No. 113057 all in the Douglas County Clerk and Records Office, said point also being the POINT OF BEGINNING:

Thence along the Southerly line of said Reception No. 2011013028, said point also being on the Northerly line of said Reception No. 2011037128, S 89°30'44" W, a distance of 90.73 feet to the Southeast corner of Colorado Department of Transportation Parcel No. 65 as recorded under Book 768 at Page 736 of said Clerk's Office;

Thence along the Easterly line of said Parcel 65, N 09°51'10" W, a distance of 108.59 feet to a point being the Northeast corner of said Parcel 65, said point also being on the Northerly line of said Reception No. 2011013028, said point also being on the Southerly line of Reception No. 2007022588 of said Clerk's Office; Thence along said Northerly and Southerly lines N 89°30'44" E, a distance of 108.40 feet to a point being the Northeast Corner of said Reception No. 2011013028, said point also being the Southeast Corner of said Reception No. 2007022588, said point also being on said Westerly Right-of-Way line of South Alcorn Street; Thence also said Westerly line S 00°29'16" E, a distance of 107.14 feet to the POINT OF BEGINNING.

The above described parcel contains 10667.5 Square Feet or 0.25 Acres more or less.

EXHIBIT B

MODIFIED COMMERCIAL ALCORN PROPERTY

A. Intent

Areas for wholesale and service commercial uses with minimal assembly or manufacturing.

B. Compliance

All developments within this Modified Commercial zoning district must comply with the requirements specified in Section 13.06 of the Town's Land Development Ordinance, as amended by the following standards. Where the following standards vary from the Town's Land Development Ordinance, the following standards shall take precedence. Mortuaries/Crematoria, Automobile related uses including service, sales or rental, commercial storage areas, day care centers and pet related kenneling, training or veterinarian uses are prohibited.

C. Uses Permitted by Right

1. Any nonresidential uses by right permitted in B-Business District as defined in Section 13.04.100 of the Town of Parker Land Development Ordinance, as amended. Hotels, motels, churches, church schools, hospitals, nursing homes, convalescent care facilities, extended stay facilities, public or private membership clubs, day care facilities, or caretaker residences and any use within the C-Commercial District as defined in Section 13.04.120 of the Town of Parker Land Development Ordinance, as amended, that is not specifically described in this exhibit shall be prohibited in this district.
2. Bakeries, wholesale & retail
3. Brewery/distillery
4. Eating and drinking establishments, with or without Drive-Thru Lanes
5. Entertainment or amusement facilities
6. Packaging and Shipping Store
7. Photocopy reproduction
8. Bank with drive-through.
9. Detached ATM
10. Cellular facilities, as long as they are integrated into the project design.

D. Uses Permitted by Special Review

1. Any use by special review permitted in the B-Business zoning district as defined in Section 13.04.100 of the Town of Parker Land Development Ordinance, as amended, which are not specifically prohibited as listed under Section B of this Exhibit B, are allowed as a use by special review.
2. Any use by special review permitted in the C-Commercial zoning district as defined in Section 13.04.120 of the Town of Parker Land Development Ordinance, as amended, which are not specifically prohibited as listed under Section B of this Exhibit B, are allowed as a use by special review

E. Development Standards

1. **Minimum Lot Width: 40 feet.**
2. **Minimum Front Yard Setback:**
 - Building - 35 feet (Parker Rd. and Lincoln Ave.).
 - Parking/drive-through – 0 feet, except when adjoining a residentially zoned area, in which case it shall be screened by a 6' screen fence.
3. **Minimum Side Yard Setback: Building - 0 feet, except when adjoining a residentially zoned area, in which case, the setback is 15 feet.**
 - Parking/drive-through – 0 feet, except when adjoining a residentially zoned area, in which case it shall be screened by a 6' screen fence.
4. **Minimum Rear Yard Setback: Building - 0 feet, except when adjoining a residentially zoned area, in which case the setback is 15 feet.**
 - Parking/drive-through – 0 feet, except when adjoining a residentially zoned area, in which case it shall be screened by a 6' screen fence.
5. **Drive through lanes and parking shall be screened from adjacent Alcorn Avenue, Alcorn Street, Baldwin Avenue, and adjacent residential with a screen fence 6' in height. Landscaping shall be provided on the east side of the screen fence.**
6. **Sign Requirements: A Unified Sign Plan will be processed with the Site Plan approval process.**

ORDINANCE NO. 3.320, Series of 2016

TITLE: A BILL FOR AN ORDINANCE REZONING CERTAIN PROPERTY WITHIN THE TOWN OF PARKER, COLORADO, KNOWN AS 11905 S. ALCORN STREET PROPERTY TO MODIFIED COMMERCIAL DISTRICT PURSUANT TO THE PARKER LAND DEVELOPMENT ORDINANCE AND AMENDING THE ZONING ORDINANCE AND MAP TO CONFORM THEREWITH

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

Section 1. Finding of Fact.

a. Application has been made for rezoning certain property described in attached **Exhibit A**, within the Town of Parker, Colorado, to Modified Commercial, pursuant to the Parker Land Development Ordinance.

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

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

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

e. The requirements of Section 13.04.240 of the Parker Land Development Ordinance for rezoning of the Property have been satisfied.

Section 2. The Property is hereby zoned Modified Commercial, as provided in the **Exhibit B**, which is attached hereto and incorporated by this reference. The uses permitted by right and the uses permitted by special review are specifically described in Exhibit B.

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

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

Section 5. Safety Clause. The Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Parker, that it is promulgated for the health, safety and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Town Council further determines that the Ordinance bears a rational relation to

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

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

Section 7. This Ordinance shall not be deemed approved until Ordinance Nos. 2.242, 2.243 and 2.244, Series of 2016 (the "Annexation Ordinances"), go into effect. In the event the Annexation Ordinances for the Property go into effect, then in that event this Ordinance shall become effective ten (10) days after final publication.

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____,
2016.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____,
2016.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

Exhibit A

SURVEYORS LEGAL DESCRIPTION

A Parcel of located in the Northwest Quarter of Section 15, Township 6 South, Range 66 West of the 6th P.M., County of Douglas, State of Colorado, described as follows:

Commencing at the North Quarter Comer of said Section 15 being monumented with a found 3.25" aluminum cap flush with ground stamped PLS 30109, whence the Northwest Corner of said Section 15 being monumented with a found 3.25" aluminum cap in range box stamped PLS 19003, bears S 89°29'01" W, a distance of 2643.42 feet; Thence S 50°27'23" W, a distance of 644.82 feet to a point being the Northeast Corner of a parcel of land as described under Reception No. 2011037128, said point also being the Southeast Corner of a parcel of land as described under Reception No. 2011013028, said point also being on the Westerly Right-of-Way line of South Alcorn Street as platted under Reception No. 113057 all in the Douglas County Clerk and Records Office, said point also being the POINT OF BEGINNING:

Thence along the said Westerly Right-of-Way line, also being the Easterly line of said Reception No. 2011037128, S 00°29'16" E, a distance of 142.26 feet to the Southeast Corner of said Reception No. 2011037128, said point also being on the Northerly Right-of-Way line of East Baldwin Ave as platted under said Reception No. 113057; Thence along said southerly line of said Reception No. 2011037128 the following two courses:

1) N 68°59'11" W, a distance of 49.82 feet; 2) Along a curve to the left with a radius of 130.00 feet, a central angle of 12°29'44", an arc length of 28.35 feet, whose chord bears N 75°14'03" W, a distance of 28.30 feet to a point on the Easterly line of Colorado Department of Transportation Parcel No. 66 as recorded under Book 847 at Page 361 of said Clerk's Office;

Thence along said Easterly line N 08°49'26" W, a distance of 117.80 feet to a point on the Northerly line of said Reception No. 2011037128, said point also being on the Southerly line of said Reception No. 2011013028, said point also being the Northeast Corner of said Parcel 66; Thence along said Northerly and Southerly lines N 89°30'44" E, a distance of 90.73 feet to the POINT OF BEGINNING.

The above described parcel contains 10435 Square Feet or 0.24 Acres more or less.

EXHIBIT B

MODIFIED COMMERCIAL ALCORN PROPERTY

A. Intent

Areas for wholesale and service commercial uses with minimal assembly or manufacturing.

B. Compliance

All developments within this Modified Commercial zoning district must comply with the requirements specified in Section 13.06 of the Town's Land Development Ordinance, as amended by the following standards. Where the following standards vary from the Town's Land Development Ordinance, the following standards shall take precedence. Mortuaries/Crematoria, Automobile related uses including service, sales or rental, commercial storage areas, day care centers and pet related kenneling, training or veterinarian uses are prohibited.

C. Uses Permitted by Right

1. Any nonresidential uses by right permitted in B-Business District as defined in Section 13.04.100 of the Town of Parker Land Development Ordinance, as amended. Hotels, motels, churches, church schools, hospitals, nursing homes, convalescent care facilities, extended stay facilities, public or private membership clubs, day care facilities, or caretaker residences and any use within the C-Commercial District as defined in Section 13.04.120 of the Town of Parker Land Development Ordinance, as amended, that is not specifically described in this exhibit shall be prohibited in this district.
2. Bakeries, wholesale & retail
3. Brewery/distillery
4. Eating and drinking establishments, with or without Drive-Thru Lanes
5. Entertainment or amusement facilities
6. Packaging and Shipping Store
7. Photocopy reproduction
8. Bank with drive-through.
9. Detached ATM
10. Cellular facilities, as long as they are integrated into the project design.

D. Uses Permitted by Special Review

1. Any use by special review permitted in the B-Business zoning district as defined in Section 13.04.100 of the Town of Parker Land Development Ordinance, as amended, which are not specifically prohibited as listed under Section B of this Exhibit B, are allowed as a use by special review.
2. Any use by special review permitted in the C-Commercial zoning district as defined in Section 13.04.120 of the Town of Parker Land Development Ordinance, as amended, which are not specifically prohibited as listed under Section B of this Exhibit B, are allowed as a use by special review

E. Development Standards

1. **Minimum Lot Width: 40 feet.**
2. **Minimum Front Yard Setback:**
 - Building - 35 feet (Parker Rd. and Lincoln Ave.).
 - Parking/drive-through – 0 feet, except when adjoining a residentially zoned area, in which case it shall be screened by a 6' screen fence.
3. **Minimum Side Yard Setback: Building - 0 feet, except when adjoining a residentially zoned area, in which case, the setback is 15 feet.**
 - Parking/drive-through – 0 feet, except when adjoining a residentially zoned area, in which case it shall be screened by a 6' screen fence.
4. **Minimum Rear Yard Setback: Building - 0 feet, except when adjoining a residentially zoned area, in which case the setback is 15 feet.**
 - Parking/drive-through – 0 feet, except when adjoining a residentially zoned area, in which case it shall be screened by a 6' screen fence.
5. **Drive through lanes and parking shall be screened from adjacent Alcorn Avenue, Alcorn Street, Baldwin Avenue, and adjacent residential with a screen fence 6' in height. Landscaping shall be provided on the east side of the screen fence.**
6. **Sign Requirements: A Unified Sign Plan will be processed with the Site Plan approval process.**

ALCORN PROPERTY ANNEXATION AGREEMENT

THIS AGREEMENT is voluntarily made and entered into this _____ day of _____, 2016, by and between the Town of Parker, a Colorado home rule municipality (hereinafter referred to as the "Town"), the Parker Water and Sanitation District (hereinafter referred to as the "District") (only as to Paragraph 3), and Parker & Lincoln Development, LLC, a Colorado limited liability company (the "Armstrong Entity"), and their successors and assigns (hereinafter collectively referred to as the "Property Owner").

RECITALS:

A. The Property Owner is the owner or contract purchaser of certain real property (the "Property") situated in the County of Douglas, State of Colorado, which Property is collectively described in **Exhibits A-1—A-3**, attached hereto and made a part hereof. The Property consists of: (1) the Pfeifer Property, which is currently owned by Ronald D. Pfeifer ("Pfeifer") and is under contract with the Armstrong Entity; (2) the Armstrong Property, which is currently owned by the Armstrong Entity; and (3) the Heithoff Property, which is currently owned by Alcorn, LLC, a Colorado limited liability company (the "Heithoff Entity"), and is under contract with the Armstrong Entity, as more specifically identified on attached **Exhibits A-1—A-3**.

B. The Property Owner desires to have the Property annexed to the Town.

C. The Town wishes to annex the Property into the Town and shall consider the zoning application for the Property upon the condition that this Agreement is approved by the Town and is executed by the Town and the Property Owner.

NOW, THEREFORE, in consideration of the foregoing recitals, mutual covenants, and promises set forth below, the receipt and sufficiency of which are mutually acknowledged, the Town, the District (only as to Paragraph 3) and the Property Owner hereby agree as follows:

1. **Annexation.** The annexation of the Property shall be in accordance with the Colorado Municipal Annexation Act of 1965, as amended.

a. **Conditions Precedent.** Annexation of the Property shall not become effective, and neither the Property Owner nor the Town shall record or cause to be recorded the items described in § 31-12-113(2)(a)(II)(A), C.R.S. (2015) or this Agreement, until each of the following conditions have been satisfied (it being acknowledged that the Town shall cause recordation of the requisite documents to effect annexation of the Property upon satisfaction of the conditions precedent):

i. The Property Owner and the Town have mutually executed and delivered this Agreement;

ii. The District signs this Agreement.

i. Consolidation of Ownership (as described in subparagraph 1.c. of this Agreement) has occurred.

iv. The Property Owner provides the Town a copy of the access permit as described in subparagraph 1.d of this Agreement.

v. The Property Owner certifies in writing to the Town, in a form reasonably acceptable to the Town, that the conditions precedent described in subparagraph 1.a. of this Agreement have been fully satisfied.

b. Failure of Conditions. Until the conditions precedent set forth in subparagraph 1.a. have been satisfied, this document shall constitute an offer by the Property Owner and the Town to enter into this Agreement (notwithstanding the parties' mutual execution and delivery of this document), and the annexation of the Property to the Town shall not become effective. In such case, neither the Property Owner nor the Town shall record or cause to be recorded the items described in § 31-12-113(2)(a)(II)(A), C.R.S. (2015) or this Agreement.

c. Consolidation of Ownership/Authorized Representative. The Armstrong Entity is currently the fee owner of the Armstrong Property. As applicable, Pfeifer and the Heithoff Entity each shall execute and cause to be recorded a conveyance deed in a form acceptable to the Town, which deeds shall convey fee simple title in and to the Pfeifer Property and the Heithoff Property, respectively, to the Armstrong Entity, which deeds shall be recorded in the Douglas County Clerk and Recorder's Office, contemporaneously with the recordation of the items described in § 31-12-113(2)(a)(II)(A), C.R.S. (2015), as provided in subparagraph 1.a.

d. Issuance of Access Permit by Colorado Department of Transportation ("CDOT"). CDOT issues an access permit to the Armstrong Entity, or its assigns, that permits vehicular access to the Property from State Highway 83.

2. Purpose. The purpose of this Agreement is to set forth the terms, conditions, and fees to be paid by the Property Owner upon annexation of the Property. Unless otherwise expressly provided to the contrary herein, all conditions contained herein are in addition to any and all requirements of the Town of Parker Land Development Code, as amended, any and all state statutes, and other sections of the ordinances of the Town of Parker.

3. Water and Sewer Services. The parties to this Agreement acknowledge that the Town has no obligation under this Agreement to provide water and sewer service to the Property. The District will provide water and sewer services to the Property if the Property Owner satisfies all requirements of the District including, but not limited to, the dedication of water resources and/or the payment of fees in lieu thereof, and the construction of water, sewer and wastewater treatment lines and facilities necessary to service the land use proposed for the Property.

4. Zoning and Development.

a. The Property Owner hereby consents to zoning the Property Modified Commercial as adopted by Ordinance No.'s 3.318, 3.319 and 3.20 contemporaneously with this Agreement (the "Development Plan").

b. Town Fees. The Property Owner agrees to pay all building fees, use taxes, impact fees and excise taxes as established by Town ordinance at the time this Agreement is executed and such additional fees and taxes as may be in effect at the time of development of the Property (as evidenced by plat approval) except as specifically provided by this Agreement. The Town may withhold any plat approval or withhold the issuance of any permits for construction or occupancy for failure to pay Town fees and taxes as provided herein. All fees recited in this Agreement shall be subject to amendment by the Town Council by ordinance so long as any amendment is Townwide. Any amendment to the fees shall be incorporated into this Agreement as if originally set forth herein. Notwithstanding anything in this Agreement to the contrary, the parties acknowledge and agree that the Property has already been developed in unincorporated Douglas County and because of this fact the Property and the Property Owner shall not be responsible for the payment of any Town fees related to the annexation of the Property into the Town and the zoning of the Property pursuant to this Agreement.

5. Construction of Roads. The Property Owner will design and construct the improvements described herein according to the Town-approved Traffic Study, the Town of Parker Roadway Design and Construction Criteria Manual, the Town of Parker Construction Specifications and Design Considerations for Parks, Trails and Streetscapes, the CDOT Standard Specifications for Road and Bridge Construction, and the CDOT State Highway Access Code, as amended and applicable.

a. State Highway 83 Deceleration Lane Improvements. A continuous deceleration lane on northbound State Highway 83 to accommodate the proposed access, as determined by the Town, prior to any certificates of occupancy, temporary or otherwise, for the Property have been issued.

b. Lincoln Avenue Intersection Improvements. Improvements to the existing signalized intersection on Lincoln Avenue to accommodate the proposed site access to the Property, including a new westbound to southbound left turn lane, and any associated modifications to the existing roadway infrastructure to accommodate the turn lane, prior to any certificates of occupancy, temporary or otherwise, for the Property have been issued.

6. Lincoln Avenue Site Access Signal. The Property Owner shall be responsible for the cost to design and construct all traffic signal upgrades to the existing signal on Lincoln Avenue, as determined by the Town, prior to the issuance of any certificates of occupancy, temporary or otherwise, for the Property. The traffic signal upgrades described herein shall be designed and constructed in accordance with the Town of Parker Roadway Design and Construction Criteria Manual, and the Town-approved traffic study for the Property.

7. Sidewalks and Sidewalk Connections. The Property Owner will design and construct the improvements described below according to the Town of Parker Roadway Design and Construction Criteria Manual, the Town of Parker Construction Specifications and Design Considerations for Parks, Trails and Streetscapes, and the CDOT Standard Specifications for Road and Bridge Construction, as amended and applicable.

a. State Highway 83 Sidewalk Improvements. The Property Owner shall design and construct a 10-foot-wide concrete sidewalk on the east side of State Highway 83 adjacent to the Property, prior to any certificate of occupancy, temporary or otherwise, for the Property.

b. Lincoln Avenue Sidewalk. The Property Owner shall design and construct a concrete sidewalk on the south side of Lincoln Avenue, with dimensions appropriate for the subject access and acceptable to the Town, from the proposed site access intersection on Lincoln Avenue to the intersection of State Highway 83, prior to any certificate of occupancy, temporary or otherwise, for the Property.

8. Land Dedication. The Property Owner shall either dedicate by plat (including replat) or convey to the Town and/or CDOT, as may be applicable, by separate instrument approved by the Town and/or CDOT, as may be applicable, any access, slope, drainage and construction easements, as determined by the Town and/or CDOT, as may be applicable, for State Highway 83, Lincoln Avenue, and the sidewalk improvements.

a. State Highway 83. The Property Owner shall dedicate to the Town and/or CDOT any land necessary to accommodate the deceleration lane and sidewalk improvements, as determined by the Town and/or CDOT, including all necessary auxiliary lanes as described in the Town-approved traffic study, as part of the first final plat of the Property.

b. Lincoln Avenue. The Property Owner shall dedicate to the Town and/or CDOT any land necessary to accommodate the intersection and sidewalk improvements, as determined by the Town and/or CDOT, including all necessary auxiliary lanes as described in the Town-approved traffic study, as part of the first final plat of the Property.

9. Permitted Development. The Property Owner shall develop the Property in accordance with this Agreement, Town ordinances and regulations, and applicable state and federal law and regulations. The Town shall allow and permit the development of the Property upon submission of proper application and payment of fees imposed by the Town ordinances and regulations. The Property Owner shall cause those areas described in this Agreement to be maintained in accordance with a Reciprocal Easement Agreement acceptable to the Town to be prepared and recorded by the Property Owner against the Property contemporaneously with the recording of the first final plat for the Property.

10. Property Owner. The Property Owner is entering into this Agreement and is undertaking the obligations imposed upon the Property Owner herein in reliance upon the Town's concurrent adoption of an ordinance annexing the Property into the Town and adoption of an ordinance zoning the Property Modified Commercial as provided in paragraph 4.a. of the

Agreement. Performance of the Property Owner's obligations hereunder is expressly conditioned upon the Town's adoption of the ordinance described in paragraph 4.a. If the Town fails to adopt the ordinance described in paragraph 4.a., then the petition for annexation will be deemed withdrawn and the annexation process will be terminated at such time as the Town fails to adopt the subject ordinance.

11. Waiver of Prior Vested Rights. The Property Owner waives any prior vested property rights acquired in Douglas County so long as the Property remains annexed into the Town, except for any permits issued by Douglas County to the Property Owner or its tenants prior to the effective date of Ordinance No. 2.241 (the "Annexation Ordinance"). Any permits issued by Douglas County to the Property Owner or its tenants prior to the effective date of the Annexation Ordinance will be handled by Douglas County, including inspections of work, as well as the approval of work inspected though the issuance of certificates of occupancy or certificates of compliance as may be applicable, the issuance of which will be accepted by the Town.

12. Remedies. The Property Owner's remedies against the Town for the Town's breach of this Agreement are limited to breach of contract claims. The Town's remedies under this Agreement include, but are not limited to, the following:

- a. The refusal to issue any building permit or certificate of occupancy.
- b. The revocation of any building permit previously issued under which construction directly related to such building permit has not commenced, except a building permit previously issued to a third party.
- c. A demand that the security given for the completion of the public improvements be paid or honored.
- d. Any other remedy available at law.

13. Authority of the Town. Nothing contained in this Agreement shall constitute or be interpreted as a repeal of existing codes or ordinances or as a waiver or abrogation of the Town's legislative, governmental, or police powers to promote and protect the health, safety and general welfare of the Town or its inhabitants; nor shall this Agreement prohibit the enactment by the Town of any fee that is of uniform or general application.

14. Termination. If the zoning as set forth in Paragraph 4.a. above is not approved by ordinance, or if the annexation of the Property is for any reason not completed, or this Agreement is not approved by the Town Council, then this Agreement shall be null and void and of no force and effect whatsoever, and any monies paid will be reimbursed to the Property Owner.

15. Binding Effect. This Agreement, when executed, shall inure to the benefit of and be binding on the successors or assigns in interest or the legal representatives of the parties hereto, including all the purchasers and subsequent owners of any lots or parcels within the Property. This Agreement constitutes the entire agreement of the parties and may be amended

conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties hereto. This Agreement may be amended by written agreement between the Property Owner and the Town acting pursuant to Town Council authorization.

IN WITNESS WHEREOF the parties have signed this Agreement as of the date set forth above.

TOWN OF PARKER, COLORADO

By: _____
Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM AND SUFFICIENCY:

James S. Maloney, Town Attorney

**PROPERTY OWNER: PARKER &
LINCOLN DEVELOPMENT, LLC, a
Colorado limited liability company**

By: ACD 2013 Fund, LP, Sole Member

By: ACD Fund Manager, LLC, General Partner

By: Armstrong Capital Development, LLC, Sole Member

By: _____
Gregory L. Armstrong, Manager

EXHIBIT A-1

LEGAL DESCRIPTION OF THE PFEIFER PROPERTY

PARCEL A:

LOT 1, BLOCK 1, PARKER HEIGHTS - FILING NO. 1, COUNTY OF DOUGLAS, STATE OF COLORADO.

PARCEL B:

A TRACT OF LAND IN SECTION 15, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF BALDWIN AVENUE IN PARKER HEIGHTS FILING NO. 1 AT INTERSECTIONS WITH THE EAST LINE OF HIGHWAY 83; THENCE NORTH ALONG THE EAST LINE OF SAID HIGHWAY, 226.36 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG THE EAST RIGHT OF WAY LINE OF SAID HIGHWAY, 309.09 FEET TO THE NORTH LINE OF SECTION 15; THENCE EAST ALONG SAID NORTH LINE, 148.81 FEET TO THE NORTHWEST CORNER OF LOT 1, BLOCK 1, PARKER HEIGHTS FILING NO. 1; THENCE ALONG THE SOUTHWEST LINE OF LOT 1, 201.27 FEET TO THE SOUTHWEST CORNER OF LOT 1; THENCE SOUTHWEST ALONG THE WEST LINE OF SOUTH ALCORN STREET AND ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 130.00 FEET AND A CENTRAL ANGLE OF 50 DEGREES 22 MINUTES 02 SECONDS, AN ARC DISTANCE OF 114.00 FEET TO A POINT OF TANGENT; THENCE SOUTH ALONG THE TANGENT AND WEST LINE OF SOUTH ALCORN STREET, 45.49 FEET TO THE NORTHEAST CORNER OF THE PARCEL OF LAND DESCRIBED IN DEED RECORDED MARCH 20, 1963 IN BOOK 149 AT PAGE 64; THENCE ON AN ANGLE TO THE RIGHT OF 90 DEGREES AND ALONG THE NORTH LINE OF SAID PARCEL, 158.06 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THE FOLLOWING PARCELS:

- 1) BEGINNING AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF HIGHWAY 83 AND THE NORTH LINE OF SECTION 15; THENCE EAST ALONG THE NORTH LINE OF SECTION 15, 51.96 FEET; THENCE ON AN ANGLE TO THE RIGHT OF 90 DEGREES 00 MINUTES 00 SECONDS, 32.26 FEET; THENCE ON AN ANGLE TO THE RIGHT OF 90 DEGREES 00 MINUTES 00 SECONDS, 43.39 FEET TO THE EAST RIGHT OF WAY LINE OF HIGHWAY 83; THENCE NORTH ALONG THE EAST RIGHT OF WAY LINE OF HIGHWAY 83, 33.37 FEET TO THE POINT OF BEGINNING, COUNTY OF DOUGLAS, STATE OF COLORADO;
- 2) THAT PORTION DESCRIBED IN RULE AND ORDER RECORDED MARCH 31, 1989 IN BOOK 847 AT PAGE 361;
- 3) THAT PORTION DESCRIBED IN WARRANTY DEED RECORDED JUNE 6, 2001 IN BOOK 2055 AT PAGE 215.

EXHIBIT A-2

LEGAL DESCRIPTION OF THE ARMSTRONG PROPERTY

A PART OF SECTION 15, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M., COUNTY OF DOUGLAS, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF BALDWIN AVENUE AND THE EAST LINE OF STATE HIGHWAY NO. 83; THENCE NORTHERLY ALONG THE EAST LINE OF STATE HIGHWAY NO. 83 ON A CURVE TO THE LEFT HAVING A RADIUS OF 5,780 FEET AND A CENTRAL ANGLE OF 01°10'01" AN ARC DISTANCE OF 117.72 FEET TO A POINT ON THE CURVE; THENCE ON AN ANGLE TO THE RIGHT OF 99°26'56" A DISTANCE OF 130.33 FEET TO THE WEST LINE OF SOUTH ALCORN STREET; THENCE ON AN ANGLE TO THE RIGHT OF 90°00' 00" AND ALONG SAID WEST LINE A DISTANCE OF 142.50 FEET TO THE NORTH LINE OF BALDWIN AVENUE; THENCE ON AN ANGLE TO THE RIGHT OF 111°35' 56" AND ALONG SAID NORTH LINE A DISTANCE OF 49.77 FEET TO A POINT OF CURVE; THENCE ALONG SAID NORTH LINE ON A CURVE TO THE LEFT HAVING A RADIUS OF 130.00 FEET AND A CENTRAL ANGLE OF 29°03'05" AN ARC DISTANCE OF 65.92 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM, ANY PORTION CONTAINED IN THAT RULE AND ORDER RECORDED MARCH 31, 1989 IN BOOK 847 AT PAGE 361.

EXHIBIT A-3

LEGAL DESCRIPTION OF THE HEITHOFF PROPERTY

A PART OF SECTION 15, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF BALDWIN AVENUE AND THE EAST RIGHT OF LINE OF COLORADO STATE HIGHWAY NO. 83; THENCE NORTHERLY ALONG THE EAST RIGHT OF WAY LINE OF SAID HIGHWAY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 5.780 FEET AND A CENTRAL ANGLE OF 01°10'01" AN ARC DISTANCE OF 117.72 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID RIGHT OF WAY LINE ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 5780 FEET AND A CENTRAL ANGLE OF 01°04'37", AN ARC DISTANCE OF 108.64 FEET TO A POINT OF DEPARTURE FROM SAID CURVE; THENCE ON AN ANGLE TO THE RIGHT OF 100°31'31", 149.17 FEET TO THE WEST LINE OF SOUTH ALCORN STREET; THENCE ON AN ANGLE TO THE RIGHT OF 90°00'00" AND ALONG SAID WEST LINE 107.00 FEET; THENCE ON AN ANGLE TO THE RIGHT OF 90°00'00", 130.33 FEET TO THE TRUE POINT OF BEGINNING,

COUNTY OF DOUGLAS, STATE OF COLORADO

HEREFORWARD TO BE KNOWN AS:

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M., COUNTY OF DOUGLAS, STATE OF COLORADO, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 15 BEING MONUMENTED WITH A FOUND 3.25" ALUMINUM CAP FLUSH WITH GROUND STAMPED PLS 30109, WHENCE THE NORTHWEST CORNER OF SAID SECTION 15 BEING MONUMENTED WITH A FOUND 3.25" ALUMINUM CAP IN RANGE BOX STAMPED PLS 19003, BEARS S 89°29'01" W, A DISTANCE OF 2643.42 FEET; THENCE S 50 °27'23"W, A DISTANCE OF 644.82 FEET TO A POINT OF BEING THE SOUTHEAST CORNER OF A PARCEL OF LAND AS DESCRIBED UNDER RECEPTION NO. 2011013028, SAID POINT ALSO BEING THE NORTHEAST CORNER OF A PARCEL OF LAND AS DESCRIBED UNDER RECEPTION NO. 2011037128, SAID POINT ALSO BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH ALCORN STREET AS PLATTED UNDER RECEPTION NO. 113057 ALL IN DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE, SAID POINT ALSO BEING THE POINT OF BEGINNING. THENCE ALONG THE SOUTHERLY LINE OF SAID RECEPTION NO. 2011013028, SAID POINT ALSO BEING ON THE NORTHERLY LINE OF SAID RECEPTION NO. 2011037128, S 89°30'44"W, A DISTANCE OF 90.73 FEET TO THE SOUTHEAST CORNER OF COLORADO DEPARTMENT OF TRANSPORTATION PARCEL NO. 65 AS RECORDED UNDER BOOK 768 AT PAGE 736 OF SAID CLERK'S OFFICE. THENCE ALONG THE EASTERLY LINE OF SAID PARCEL 65, N 09°51'10"W, A DISTANCE OF 108.59 FEET TO A POINT BEING THE NORTHEAST CORNER OF SAID PARCEL 65, SAID POINT ALSO BEING ON THE SOUTHERLY LINE OF RECEPTION NO. 2007022588 OF SAID CLERK'S OFFICE; THENCE ALONG SAID NORTHERLY AND

SOUTHERLY LINES N 89°30'44"E, A DISTANCE OF 108.40 FEET TO A POINT BEING THE NORTHEAST CORNER OF SAID RECEPTION NO. 2011013028, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF RECEPTION NO. 2007022588, SAID POINT ALSO BEING ON SAID WESTERLY RIGHT-OF-WAY LINE OF SOUTH ALCORN STREET; THENCE ALSO SAID WESTERLY LINE S 00°29'16" E, A DISTANCE OF 107.14 FEET TO THE POINT OF BEGINNING.



**Community Development Department Memorandum
Development Review Division**

To: Town of Parker Planning Commission

From: Patrick Mulready, Senior Planner *PM*
Steve Greer, Deputy Community Development Director *SG*

Through: John Fussa, Community Development Director

Date: January 14, 2016

Regarding: Public Hearing: Alcorn Property - Rezoning
[Case No. Z15-0023]

**Section I.
Subject & Proposal:**

Location: Southeast corner of Parker Road and Lincoln Avenue

Applicant: Greg Armstrong, Armstrong Development Company

Project Rep: Rick Weller, Armstrong Development Company

Proposal: The applicant proposes to rezone three parcels at the southeast corner of Lincoln Avenue and Parker Road as part of a related annexation request. The three parcels total 1.8 acres. The requested zoning is a Modified C-Commercial as specified in section 13.04.120 of the Town's Land Development Ordinance.

**Section II.
Background:**

History: The three parcels were platted as lots within the Parker Heights subdivision in the 1960s. Two parcels currently have residential structures upon them: a duplex building on one and a single-family residential structure on the other. The third parcel is vacant. There have been no previous attempts to annex these parcels.

Land Use Summary Data:

Total Area: 1.8 acres (78,408 square feet)

Zoning: SR – Suburban Residential in Unincorporated Douglas County

Existing Use: Platted as three parcels within Parker Heights Subdivision. One parcel is currently vacant. The other two have residential structures upon them.

Surrounding Zoning & Land Use:

North: Parker Gateway Center Planned Development (PD) – existing commercial uses

East: SR – Suburban Residential in Unincorporated Douglas County – existing single-family residential in Parker Heights Subdivision

South: SR – Suburban Residential in Unincorporated Douglas County – County-owned drainage infrastructure

West: C – Commercial Zoning – existing commercial in Peaslee Subdivision

**Section III.
Analysis:**

All three parcels are within the Town's Urban Growth Boundary (UGB). The Intergovernmental Agreement between the Town and Douglas County specifies that parcels within the Town's UGB can be considered for annexation and zoning.

The applicant seeks to annex the three parcels with a Modified C – Commercial zoning. It should be noted that the other three corners of the intersection at Lincoln Avenue and Parker Road contain existing commercial uses. A request for additional commercial area at this intersection is therefore consistent with the established pattern of uses the Town has permitted. An additional benefit can be realized in the form of buffering and screening from the existing traffic along Parker Road by the residents of Parker Heights through the introduction of screening fences, landscaping and building mass closer to Parker Road.

Utilities:

All three parcels are within the Parker Water & Sanitation District. The applicant will need to provide a Will Serve letter to reflect the intended change of use on the parcels from residential to commercial. Xcel Energy and IREA also serve the site.

Major Roads, Access and Circulation:

The applicant proposes to access Parker Road via a right-in only access. The short frontage these parcels have along Parker Road prevents the Colorado Department of Transportation (CDOT) from considering any other form of access. The applicant also proposes a driveway extension to connect to the existing signal on Lincoln Avenue as a second point of access and site egress.

Section IV.
Additional Staff Findings:

The Town of Parker Land Development Code, §13.04.240(f), specifies nine criteria to be used in evaluating zoning requests. If the proposed use meets these criteria, or can meet them subject to reasonable mitigation conditions, the use may be approved.

1. A need exists for the proposal.

The Town's Charter requires that properties be zoned contemporaneously with annexations. Therefore a need exists to establish Town of Parker jurisdictional zoning should Council decide to accept the annexation request. The proposed zoning of Modified C-Commercial is consistent with the existing pattern of development on the other three corners of the Parker Road/Lincoln Avenue intersection. Changing the use from the existing Douglas County residential to Modified Commercial is not without precedent in this area. In 1993, three lots which had been part of the Pine Lane Subdivision at the northeast corner of Lincoln and Parker Road were annexed to the Town and zoned C-Commercial. These lots became the Parker Gateway Center in 2002.

2. The particular parcel of ground is indeed the correct site for the proposed development.

Both Lincoln Avenue and Parker Road are major regional arterial roadways within Parker. The traffic volumes and existing pattern of uses on the other three corners of this intersection indicate the desirability for commercial uses at this location.

3. There has been an error in the original zoning, or;
Not applicable

4. There have been significant changes in the area to warrant a zone change.

There has not been an error in the original zoning nor have there been significant changes in the area. The zoning of these parcels is being established as part of the annexation into the Town of Parker jurisdiction. The Modified C-Commercial zoning would allow for limited scale non-residential uses at this location.

5. Adequate circulation exists and traffic movement would not be impeded by the development.

The applicant proposes a right-in only access to Parker Road and the extension of a driveway to connect to the existing signal on Lincoln Avenue. CDOT and the Town's Engineering Department have evaluated the proposed site access and found this to be acceptable.

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

No significant additional municipal service costs will be incurred by the Town due to the establishment of zoning for these properties. The proposed annexation for commercial uses means this property will not be subject to a deficit reduction fee.

- 7. There are minimal environmental impacts, or impacts can be mitigated.**
There are no additional environmental impacts created by zoning these properties. All three parcels have already been platted in anticipation of being developed. Two of the parcels already contain structures. No known habitat areas or sensitive landforms exist on site.

- 8. The proposal is consistent with the Town of Parker Master Plan maps, goals and policies.**
The Parker 2035 Master Plan identifies these properties as being located within the Medium Density Land Use Area. This designation recommends residential uses with a density of 3.5 dwelling units per acre. In conjunction with a development application contemplating commercial uses, the Master Plan will be amended to provide consistency with the zoning.

- 9. There is adequate water and sewage disposal, water, schools, parks and recreation, and other services to the proportional degree necessary due to the impacts created by the proposed land use(s).**
Parker Water & Sanitation District will continue to provide water and sanitary sewer service to the property. A revised Will Serve letter acknowledging the change in use will be required as part of the annexation. The anticipated commercial use of these parcels is not anticipated to generate a disproportionate impact to schools or parks and recreation. The Parker Police Department did not comment on this proposal.

Section IV.

Referral Agency Comments:

Below are the condensed versions of referral responses received from affected agencies:

Town of Parker Engineering Dept.:
Approved, but notes certain existing drainage conditions on-site will need to be addressed during review of a site plan.

Parker Water & Sanitation District:
No comment

South Metro Fire:
Approved

Town of Parker Comprehensive Planning:
Notes that the proposed commercial use is not currently consistent with the Town's Master Plan and would require a Master Plan Amendment.

Douglas County Assessor's Office:
No comment

CDOT:
No Comment

Douglas County Planning Department:
No comment

Town of Parker Police Department:
No Comment

Town of Parker Economic Development:
Approved

IREA:
Approved

Xcel Energy:
No comment

Cherry Creek Basin Water Quality Authority:
No comment

Urban Drainage & Flood Control District:
No comment

**Section V.
Recommendation:**

Staff recommends that the Planning Commission recommend that the Town Council approve the request for a Modified C-Commercial Zoning for the Alcorn Property parcels.

**Section VI.
Attachments:**

1. Vicinity Map
2. Modified Commercial Alcorn Property Zoning Text
3. Referral Agency Comments

**Section VII.
Proposed Motion(s):**

"I move that the Planning Commission recommend the Town Council approve the Modified C-Commercial zoning request for the Alcorn Property parcels."

EXHIBIT B

MODIFIED C-COMMERCIAL ALCORN PROPERTY

A. Intent

Areas for wholesale and service commercial uses with minimal assembly or manufacturing.

B. Compliance

All developments within this Modified Commercial zoning district must comply with the requirements specified in Section 13.06 of the Town's Land Development Ordinance, as amended by the following standards. Where the following standards vary from the Town's Land Development Ordinance, the following standards shall take precedence. Mortuaries/Crematoria, Automobile related uses including service, sales or rental, commercial storage areas, day care centers and pet related kenneling, training or veterinarian uses are prohibited.

C. Uses Permitted by Right

1. Any nonresidential uses by right permitted in B-Business District as defined in Section 13.04.100 of the Town of Parker Land Development Ordinance, as amended. Hotels, motels, churches, church schools, hospitals, nursing homes, convalescent care facilities, extended stay facilities, public or private membership clubs, day care facilities, or caretaker residences and any use within the C-Commercial District as defined in Section 13.04.120 of the Town of Parker Land Development Ordinance, as amended, that is not specifically described in this exhibit shall be prohibited in this district.
2. Bakeries, wholesale & retail
3. Brewery/distillery
4. Eating and drinking establishments, with or without Drive-Thru Lanes
5. Entertainment or amusement facilities
6. Packaging and Shipping Store
7. Photocopy reproduction
8. Bank with drive-through.
9. Detached ATM
10. Cellular facilities, as long as they are integrated into the project design.

D. Uses Permitted by Special Review

1. Any use by special review permitted in the B-Business zoning district as defined in Section 13.04.100 of the Town of Parker Land Development Ordinance, as amended, which are not specifically prohibited as listed under Section B of this Exhibit B, are allowed as a use by special review.
2. Any use by special review permitted in the C-Commercial zoning district as defined in Section 13.04.120 of the Town of Parker Land Development Ordinance, as amended, which are not specifically prohibited as listed under Section B of this Exhibit B, are allowed as a use by special review

E. Development Standards

1. **Minimum Lot Width: 40 feet.**
2. **Minimum Front Yard Setback:**
 - Building - 35 feet (Parker Rd. and Lincoln Ave.).
 - Parking/drive-through – 0 feet, except when adjoining a residentially zoned area, in which case it shall be screened by a 6' screen fence.
3. **Minimum Side Yard Setback: Building - 0 feet, except when adjoining a residentially zoned area, in which case, the setback is 15 feet.**
 - Parking/drive-through – 0 feet, except when adjoining a residentially zoned area, in which case it shall be screened by a 6' screen fence.
4. **Minimum Rear Yard Setback: Building - 0 feet, except when adjoining a residentially zoned area, in which case the setback is 15 feet.**
 - Parking/drive-through – 0 feet, except when adjoining a residentially zoned area, in which case it shall be screened by a 6' screen fence.
5. **Drive through lanes and parking shall be screened from adjacent Alcorn Avenue, Alcorn Street, Baldwin Avenue, and adjacent residential with a screen fence 6' in height. Landscaping shall be provided on the east side of the screen fence.**
6. **Sign Requirements: A Unified Sign Plan will be processed with the Site Plan approval process.**



Memorandum

To: Patrick Mulready, Senior Planner

Date: September 25, 2015

From: Tom Williams, P.E., Engineering and Stormwater Manager
Dave Aden, P.E., Traffic Engineer

Cc: Matt Carlson, Economic Development
Janet Hermann, P.E., Douglas County Engineering
File

Subject: Alcorn Street Annexation and Rezone - 1st Public Works Review

The Public Works Department has reviewed the documents submitted for the Alcorn Street Annexation and Rezoning. The submittal consisted of the following documents:

<u>Document</u>	<u>Date</u>
Annexation Plan	February 24, 2015
Concept Site Plan	March 12, 2015
Traffic Impact Analysis	June 29, 2015

The site is primarily located at the southeast corner of the Parker Rd. (SH83) and Lincoln Avenue intersection. Based on our review of the aforementioned documents, we have the following comments:

Traffic and Roadway Review Comments

The following comments concern traffic, access, roadway design, and construction standards for the subject property. They are based upon our review of the submittal documents in accordance with the criteria presented in the Town of Parker's Roadway Design and Construction Criteria (RDCCM), as revised, July 2015. Additional regulatory and planning documents may have been utilized in the review, and are referenced in the comments where appropriate.

General Comments

1. The proposed Commercial Zoning of this Property will require vehicular access to Parker Road and/or Lincoln Avenue. Access (other than emergency vehicle access) will not be allowed to the adjacent residential local streets unless permitted by Douglas County. A

condition of Annexation and Rezoning will include access permit(s) from either CDOT or the Town.

2. The applicant will be required to design and construct all adjacent roadway and associated drainage improvements to accommodate access to Parker Road and/or Lincoln Avenue. Depending on the aforementioned access permits, these improvements may include auxiliary lane improvements and traffic signal modifications. All public improvement obligations will be included in the associated annexation agreement for the project/property.

Concept Site Plan

3. A cursory review of the concept Site Plan was performed as part of this submittal. The subsequent Site Plan application will need to include all of the required information as described in the RDCCM including 100% civil construction drawings, final drainage report and a traffic impact study.
4. A replat will be required to consolidate the 3 separate lots shown on the annexation plan prior to Site Plan approval. All required easements and right-of-way (ROW) dedications shall be dedicated as part of this replat application.
5. Vehicle stacking/queuing for all drive-thru lanes must be accommodated on site and not impact adjacent street ROW's.

Annexation Plan

6. The annexation plan includes a portion of E Baldwin Avenue ROW which is under the ownership of Douglas County. The Douglas County BOCC would have to convey ownership to the Town or be signature to the application/associated documents for this property to be included in this annexation.

Traffic Impact Analysis

7. The traffic study as submitted is not in the Town standard TIS format. Please revise and include all relevant information in the next submittal.
8. The new proposed Parker Road access shows LOS of F at opening which is not allowed by Town Criteria. Please review and provide mitigation measures.

9. Operational analysis needs to be reviewed with Town staff. Current Town calculations show existing AM Peak LOS at D rather than the F reported in the study. Reasons for the difference need to be found so correct analysis can be performed.

10. The study presents a cursory review of the need for axillary lanes at the proposed right in /right out access. The study however does not show what the appropriate distances should be to support an access of this type. This should be included in the next submittal. Additionally the review of adjacent intersections does not happen to mention all access points along Parker Road north of Lincoln which do have aux lanes.

11. Traffic study identifies a pass-by rate of 35%. Please provide justification for this value as compared to Town criteria and ITE standards.

Stormwater Review Comments

The following comments concern drainage, erosion and sediment control, and non-point source pollution control issues for the subject property. They are based upon our review of the submittal documents against the criteria presented in the Town of Parker's, *Storm Drainage and Environmental Criteria Manual (SDECM)*, as revised, February, 2014. Additional regulatory and planning documents were utilized in the review, and are referenced in the comments where appropriate.

1. The Outfall Systems Planning Study (OSP) for Newlin and Baldwin Gulch Basins identifies a major drainageway (Hot Springs Tributary) that is adjacent to this property (south). The OSP identifies a diversion across this property due to the inadequate size of the existing culvert under Parker Road. The Town installed a culvert under Lincoln Avenue adjacent to this property to accommodate this diversion. Development has occurred in the Hot Springs Tributary over the past decade that appears to have altered the drainage patterns which may have reduced flows enough to not require this diversion. The applicant will be required to perform an analysis on this drainageway to determine the need for this diversion as part of the future platting/site plan application. Accommodations for this diversion may be necessary on the Property, depending on the results of the analysis.

2. Development of this property will be subject to onsite stormwater detention and water quality requirements as required by the Town's Storm Drainage and Environmental

3. A final drainage reports and drainage construction drawings will be required as part of all future Platting/Site Plans for the Property

The submittal is not in general conformance with the Town of Parker's *Storm Drainage and Environmental Criteria Manual* and/or the *Roadway Design and Construction Criteria Manual*. The submittal must be revised and re-submitted for review. All submittals should be through the Town Community Development Department, accompanied by a letter that responds to each comment herein. Direct submittals to the Public Works Department will not be accepted.

An attempt has been made to identify all of the items that do not meet the Town of Parker's design criteria; however, it remains the developer's responsibility that all criteria are met.

If you have any questions regarding the comments please do not hesitate to call Tom Williams at (303) 840-9546.



Community Development Department Memorandum

To: Patrick Mulready, Planner

From: Bryce Matthews, AICP, Comprehensive Planning Manager

Date: December 23, 2015

Regarding: Alcorn Street Parcels Rezoning

The Comprehensive Planning Division has had the opportunity to review the Alcorn Street Parcels proposed rezoning to C-Commercial again and offers the following comments as noted in the previous memorandum dated September 28, 2015 which were addressed with the revised submittal:

Town Urban Growth Boundary

The properties are located within the Urban Growth Boundary agreed upon in an intergovernmental agreement (IGA) and Comprehensive Development Plan (CDP) between Douglas County and the Town of Parker and therefore may be considered for annexation

Compliance with the Master Plan

The Alcorn Street Parcels area contains Medium Density Residential Neighborhood Character Area (3.5 dwelling units per acre) described in the Parker 2035 Master Plan. Neighborhood Character Areas are generally described as follows:

Neighborhoods serve as the primary building blocks of our community and focus on a range of mostly residential classifications, with an emphasis on single-family detached homes. Other community assets such as places of worship, schools and parks, are allowed within our neighborhoods. Pedestrian oriented small (less than 10,000 s.f. of building area per neighborhood) commercial uses may be appropriate where uses are focused on serving the immediate area. Such uses should not include gas, storage or drive through uses or repurposing of a residential home. Typical uses within neighborhoods include small retail, restaurants and personal service businesses. Uses and architecture should focus on compatibility with the surrounding residential area. These small commercial uses will be contemplated during the development review process as a part of a master-planned community.

Land uses in C-Commercial zoning do not meet the intent of the Master Plan. Staff recommends either a Planned Development (PD) zoning for this site or modified B-Business with the following modifications:

- Limit land uses to those compatible with the Master Plan
- Limit amount of commercial area to 10,000 s.f.

- Remove gas station and drive through uses

The Master Plan recommends that zoning be contemplated as a part of a master-planned community. This site is not a part of a master planned community, the applicant will need to address how the future project and design concepts will respond to and interact with nearby and adjacent land uses in order to meet the intent of this recommendation.

Though the applicant did supply a conceptual site plan with this project, the Comprehensive Planning Division has not reviewed it as part of this application. Because of the Master Plan recommendation, lot size, lot shape and adjacent uses, the applicant will have to be thoughtful and creative in the design process to ensure there are adequate transitions, buffering and pedestrian and bicycle connections.

Transportation Master Plan (2014)

Through the subdivision and site planning process the Town will continue to seek consistency with the Parker 2035 Master Plan and the Transportation Master Plan including a multi modal approach contemplating the movement of pedestrians, bicyclists and vehicles.



and Rights

Right of Way & Permits

1123 West 3rd Avenue
Denver, Colorado 80223
Telephone: 303.571.3306
Facsimile: 303. 571.3284
donna.l.george@xcelenergy.com

September 25, 2015

Town of Parker Community Development Department
20120 E. Mainstreet
Parker, CO 80138

Re: Alcorn Street Parcels Rezone, Case # Z15-0023

Public Service Company of Colorado's (PSCo) Right of Way & Permits Department has reviewed the request for the **Alcorn Street Parcels Rezone**. Public Service Company has no objection to this proposed rezone, contingent upon Public Service Company of Colorado's ability to maintain all existing rights and this amendment should not hinder our ability for future expansion, including all present and any future accommodations for natural gas transmission and electric transmission related facilities.

If you have any questions about this referral response, please contact me at (303) 571-3306.

Donna George
Contract Right of Way Referral Processor
Public Service Company of Colorado

Correspondence received to date from Parker Heights residents:

January 8, 2016

Dear Mr. Mulready,

My husband and I are writing in reference to the Alcorn Property Annexation and Zoning in which a strip mall and restaurant are planned for the corner of Parker and Lincoln Rds., as well as roads leading into and out of the complex.

We live on Alcorn Avenue in which our backyard faces Lincoln Ave., and we believe there are quite a negative impacts that this new development would have on us as well as the surrounding community. Having many friends in the neighborhood who also are deeply concerned, we would like you to consider the following issues:

1) There are already 2 vacant restaurants with-in 1/8 mile of this planned center, they were formerly known as Black-eyed Pea and Applebees restaurants. Wouldn't it be better to re-develop either of those 2 abandoned buildings rather than build a third?

2) The Park Glenn Way and Parker Road intersection is already a huge problem for traffic. A convening road into the strip mall would add further stress into an already tightly compacted corner. There have been accidents, and near-miss accidents at this intersection. With the Kaiser Permanente at the corner of Baldwin Ave. and Park Glenn Way, there is a great amount of traffic that traverses in and out of Park Glenn Way and Parker Rd. We believe putting the strip mall in this vicinity will cause a nightmare for the traffic at the Park Glenn Way and Parker Road intersection. We do not believe this was properly addressed at the meeting we had Dec. 7, 2015 with Armstrong Capital Development.

3) For those of us who live on Alcorn Avenue in which our back yards face Lincoln Ave., we would be facing a proposed side road encroaching on our properties. The incoming noise, light and pollution would invariably cause unpleasant living conditions, as well as a huge decline in our property values. When the proposal for bringing Lincoln Avenue through to Pine Lane was made, we were told there would be an 8' wall to block out the noise and traffic. Instead they raised the road and built a 3' wall.

Noticing that there would be lights from the cars shining in our houses from the road coming out of the Burt Dealership, we went to the Parker Planning Commission and asked for trees to be planted to prevent constant car lights coming into our homes at night. Burt Dealership and The Town of Parker each paid half to plant the trees with water lines to each to alleviate this problem. This has finally paid off, as the trees are now big enough to block the lights. We were very unsettled to learn that a road has been planned in this area, totally eliminating all benefits we received. The wall also would come down for 50' taking out the sound barrier in order to make the turn lane. So, there now will be more lights, more noise and more pollution, and seemingly a waste of time and money for the beautiful trees planted.

4) As one former Parker Town Council member has told us, a strip mall is a blight upon the area. Why not beautify this corner, since it is a lead-in to the Town of Parker. Let those who

travel into our town have a welcoming sight, as well as those who frequently traverse these roads. What a wonderful idea. Trees, flowers and landscaping would give a nice effect.

5) Many in our area are worried about the property values declining as well as having to look at the back of buildings on Alcorn St. Also, parking could likely be a problem, causing patrons to park in the neighborhood. This happened when the Armadillo restaurant was on the corner of Park Glenn Way and Parker Road.

We hope you will take our concerns into consideration, as I believe many of them warrant a reconsideration of this plan in this Parker community.

Thank you for your time and understanding.

Sincerely,

Patricia and Ron Williams

6485 East Alcorn Ave.
Parker, CO 80138
720-299-6550 (Patricia)
720-299-6551 (Ron)

December 23, 2015

We were recently made aware of plans to build on the lots directly in front of our home by Armstrong Capital. These plans include building a wall and buildings that will in my opinion have a negative effect on my property value and quality of life. We have lived in our home on Alcorn Street since 1999 and enjoy spending time on our front porch watching the sunset over the mountains in the evenings. This project will almost certainly eliminate my ability to enjoy one of the main reasons I bought this home. Not only will the view be blocked but adding a restaurant and other businesses to this property will also bring with it the unpleasant smells from the garbage and dumpsters that will surely come with it. If this plan moves forward I also anticipate that these businesses will receive deliveries during the night and or early morning which will be disruptive to our family and home. I ask that you consider the impact that this project will have on not only my family and home value but also all of the people in my neighborhood that are against this project as it has been explained to us. The wheels of progress will certainly continue to roll forward and we understand this but building these businesses in what amounts to my front yard is not a fair or acceptable plan.

Thanks for taking the time to read this and if your have any questions or concerns feel free to call me at 303-868-6965.

Thank You,
Jeff Brown –Warehouse Manager
Core-Mark Int. Denver Division
303-373-2300 ext 112
Jeff.brown@core-mark.com

December 22, 2015

Mr. Patrick Mulready
Senior Planner Town of Parker Colorado

Regarding: ANX15-0011, Parker Keystone

Dear Mr. Mulready,

My wife and I live on Barrett St. in Parker Heights. My parents moved into the home back in the 70's so I will say I have some history with our wonderful little neighborhood.

On December 10th we attended the Armstrong Capital Development neighborhood meeting and listened intently to the presentation and attendees questions. Mr. Greg Armstrong and Mr. Don Casper were the principal speakers.

There were highly emotional conversations during the two hours. Frankly, few questions were answered. It is my understanding Mr. Armstrong was under no requirement to host this meeting so I thank him for going out of his way to gather information.

We were informed that the presentation drawings and artist's renditions were not to scale and more work had to be done to accurately represent what they were proposing. This, they assured us, would be available at a hearing during January however neither Mr. Armstrong nor Mr. Casper knew when the hearing was scheduled.

Traffic and parking has been the predominant issues within our one block wide and four block deep development. Of course safe access and egress from and onto Parker Road has always been a concern.

During the meeting the Parker Heights homeowners were informed there would be walking access to and from Parker Keystone via South Alcorn St. This was met with intense and unanimous opposition. Everyone, except Mr. Armstrong and Mr. Casper knew, the openings onto Alcorn would invite additional parking problems as well as heavy traffic congestion as visitors attempted to park within Parker Heights rather than associated parking provided by Parker Keystone.

A vote was taken of those in attendance and Mr. Armstrong, although stating he thought the walking access would be beneficial to the neighborhood, told everyone they (Parker Keystone)

would not have the planned openings. I suppose his statement remains to be seen as there was nothing binding about the vote.

There was additional harsh discussions with Mr. Armstrong and Mr. Casper defending their proposal while homeowners were strongly against most of the non-provable information and were told there are ongoing studies for traffic and entry issues.

There were noise issues brought up when Mr. Armstrong suggested a restaurant containing a bar is being entertained, one of which "may" even have drive-through or pick-up service. This would add to traffic congestion as patrons explore ways to enter a somewhat closed commercial development.

My take-a-way from the meeting was it was the homeowners being informed about their plans rather than asking for their input.

My belief is this development will have a negative impact on our small neighborhood.

Would you have a date and time set for an annexing meeting you could share?

Thank you for your time and consideration.

Sincerely,

Michael H. Barnell
11939 Barrett St.
Parker, CO 80138
303-888-2221

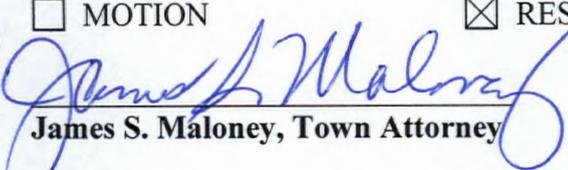


ITEM NO: 8C
DATE: 3/21/2016

REQUEST FOR TOWN COUNCIL ACTION

TITLE: RESOLUTION NO. 16-022 – A Resolution to Approve the Service Plan for the Belford South Metropolitan District

- | | |
|--|--|
| <input checked="" type="checkbox"/> PUBLIC HEARING | <input type="checkbox"/> ORDINANCE FOR 1 st READING |
| <input type="checkbox"/> CONTRACT | <input type="checkbox"/> ORDINANCE FOR 2 nd READING |
| <input type="checkbox"/> MOTION | <input checked="" type="checkbox"/> RESOLUTION |


James S. Maloney, Town Attorney

G. Randolph Young, Town Administrator

ISSUE: The owner of the real property commonly known as Compark South desires to form a metropolitan district to finance the construction of public improvements. The property owner cannot proceed to form a metropolitan district until the Town Council, following notice and hearing, approves the service plan for the metropolitan district.

PRIOR ACTION: None.

FUNDING/BUDGET IMPACT: None.

BACKGROUND: The owner of the real property commonly known as the Compark South submitted an application and draft service plan to the Town for the purpose of forming a metropolitan district to finance the construction of public improvements associated with the development of the Compark South project. The application was administratively reviewed by Town staff as required by Section 10.11.160 of the Parker Municipal Code and a comprehensive analysis is contained in the written report, which is attached hereto.

RECOMMENDATION: Approve.

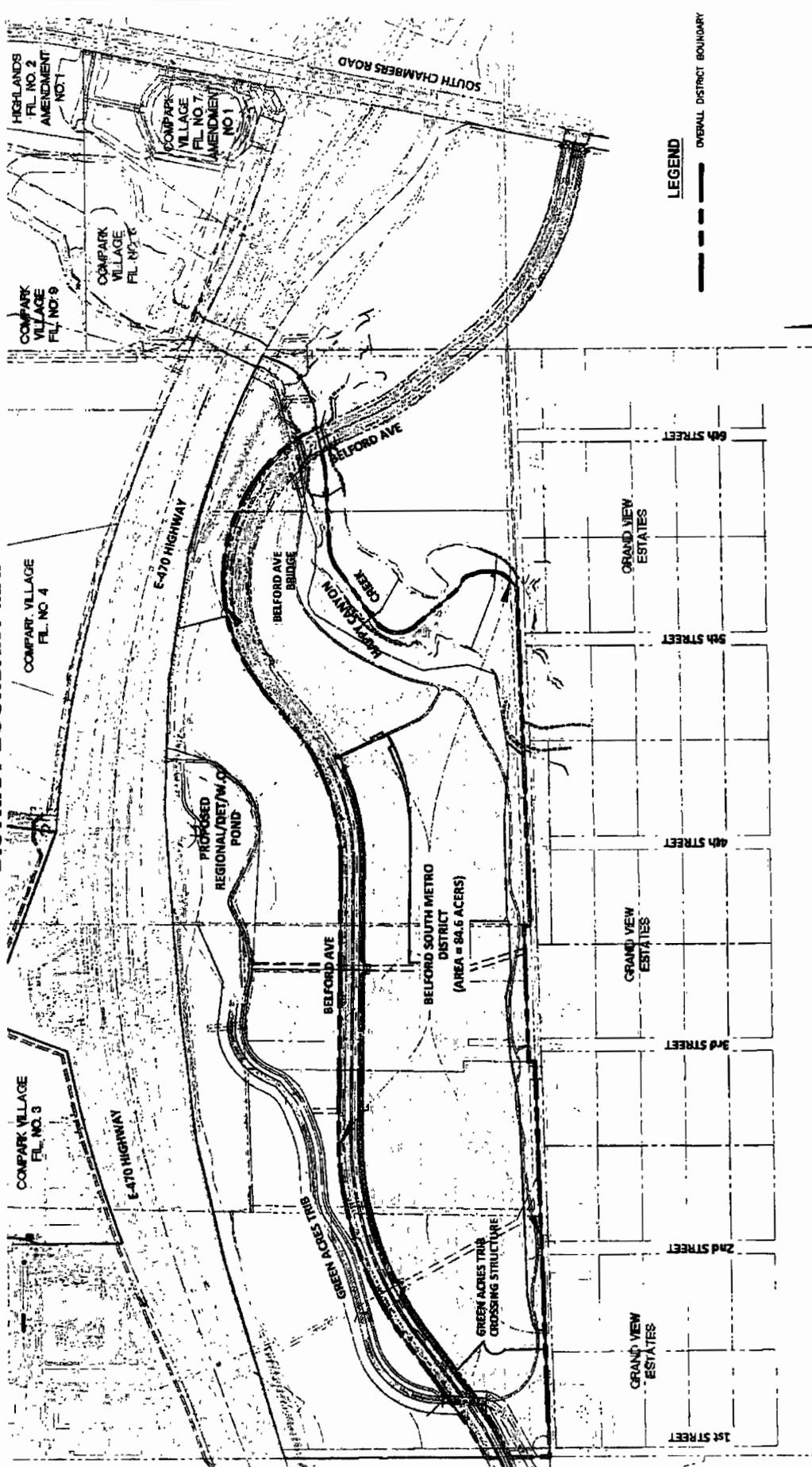
PREPARED/REVIEWED BY: Tom Williams, Director of Engineering; Patrick Mulready, Senior Planner; Don Warn, Finance Director; Sam Light, Esq., Special Counsel; James S. Maloney, Town Attorney

ATTACHMENTS:

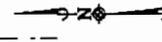
1. Map
2. Resolution No. 16-022
3. Written report
4. Service Plan (provided as a separate attachment by the Town Clerk)

RECOMMENDED MOTION: "I move to approve Resolution No. 16-022."

EXHIBIT C-1 BELFORD SOUTH METROPOLITAN DISTRICT DISTRICT BOUNDARY MAP



LEGEND
 - - - - - OVERALL DISTRICT BOUNDARY



Scale: 1" = 1000'
SHT 1 OF 1



RESOLUTION NO. 16-022, Series of 2016

TITLE: A RESOLUTION TO APPROVE THE SERVICE PLAN FOR BELFORD SOUTH METROPOLITAN DISTRICT

WHEREAS, THE TOWN COUNCIL OF PARKER FINDS:

A. That a Service Plan (“Service Plan”) for the organization of the Belford South Metropolitan District (“the District”) was filed in the office of the Town Clerk of the Town of Parker; and

B. That pursuant to statute and the Town of Parker Municipal Code, the Town Council has authority to review the Service Plan with reference to need, service and economic feasibility; and

C. That the Town Council has reviewed the Service Plan, the evidence and related exhibits, and has determined that the same meets the municipal approval criteria under the Special District Act and Town of Parker Municipal Code, and therefore, has determined to adopt a resolution of conditional approval of the Service Plan for the proposed District.

Upon consideration of the Service Plan for the proposed District, and evidence at the public hearing on the Service Plan, the Town Council does find, determine and declare, as required by Section 32-1-203(2), C.R.S., and the Town of Parker Municipal Code, as follows:

A. That there is sufficient existing and projected need for organized service in the area to be serviced by the proposed District;

B. That the existing service in the area to be served by the proposed District is inadequate for present and projected needs;

C. That the proposed District is capable of providing economical and sufficient service to the area within their proposed boundaries;

D. That the area to be included in the proposed District has, or will have, the financial ability to discharge the proposed indebtedness on a reasonable basis;

E. That adequate service is not or will not be available to the area through the Town or other existing quasi-municipal corporations, including existing districts, within a reasonable time and on a comparable basis;

F. That the facility and service standards of the proposed District are compatible with the facility and service standards of the Town;

G. That the proposal is in substantial compliance with the Town's master plan;

H. That the proposal is in substantial compliance with the county, regional or state long-range water quality management plan for the area;

I. That the creation of the District will be in the best interests of the area proposed to be served;

J. That the creation of the District will be in the best interests of the residents or future residents of the area proposed to be served;

K. That the proposed Service Plan is in substantial compliance with Sections 10.11.010, *et seq.*, of the Parker Municipal Code; and

L. That the creation of the District will not foster urban development that is remote from or incapable of being integrated with existing urban areas, or place a burden on the Town or adjacent jurisdictions to provide urban services to residents of the proposed District.

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 determines that upon consideration of the Service Plan (“Service Plan”), and all evidence disclosed at the public hearing on the Service Plan, including, without limitation, the representations by and on behalf of the representatives of the District proponents, the Service Plan for the Belford South Metropolitan District (“the District”) shall be and the same is hereby approved, subject to the conditions set forth in Section 2, below.

Section 2. The Town Council of the Town of Parker, pursuant to Section 32-1-204.5(1)(c), C.R.S., and the Parker Municipal Code, hereby imposes the following conditions upon its approval of the Service Plan:

a. Prior to the hearing date set by the District Court of Douglas County, pursuant to Section 32-1-304, C.R.S., the complete, fully and properly executed originals of the following documents shall be filed with the Town Clerk for the proposed District: the property owners’ consent(s); the engineer’s stamped opinion of probable costs; the final Financial Plan and certification; and the Project Developer’s indemnification letter that are required under the Service Plan and set forth, respectively, in Exhibits C-2, D, F and G to the Service Plan.

b. At its first meeting after its organizational election, the District shall execute the District’s indemnification letter and the Intergovernmental Agreement with the Town (“IGA”) that are required under the Service Plan and set forth in Exhibits G and H to the Service Plan and promptly deliver executed originals thereof to the Town.

RESOLVED AND PASSED this _____ day of _____, 2016.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

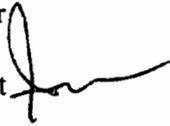
Carol Baumgartner, Town Clerk



Samuel J. Light
(303) 298-1601 tel.
(303) 298-1627 fax
slight@lightkelly.com

MEMORANDUM

TO: James S. Maloney, Town Attorney
Town of Parker

FROM: Samuel J. Light 

DATE: March 9, 2016

SUBJECT: Proposed Belford South Metropolitan District

The following sets forth our report on the proposed Belford South Metropolitan District ("District") which is set for a service plan public hearing before the Town Council on March 21, 2016. This report summarizes key information about the proposed District and its Service Plan.

Belford South Metropolitan District

Developer: 470 Compark LLC, a Colorado limited liability company.

Attorney: McGeady Becher, P.C. (MaryAnn McGeady & Cassia R. Furman).

Finance: George K. Baum & Company.

Accounting: Not indicated in Service Plan.

Engineer: Manhard Consulting, Ltd.

Bond Counsel: Not indicated in Service Plan.

Location: Generally located approximately one-eight mile west of southwest corner of the intersection of E-470 Highway and South Chambers Road.

Area/Land Use: 84.6 acres/525 residential units and related development tracts. Per the Financial Plan, the Project is assumed to include within the 525 residential units the following product types: 172 single family detached, 120 duplex, and 233 multi-family units, as permitted by zoning.

Projected Population: 1,312 persons based on 2.5 persons per household.

Build Out Schedule: Build out anticipated to occur 2019 per Financial Plan.

Projected Assessed: \$16,452,244 projected total assessed valuation for all residential development at completion of project build out, anticipated for 2019 completion year (per Financial Plan).

Powers: Per Model Service Plan (streets, water, sanitary sewer, storm sewer, park and recreation). The District is not authorized to provide ongoing operations or maintenance services except as follows: Under the Town-District IGA (Exhibit H to Service Plan), the District is authorized to own, operate and maintain, and contract with a homeowners' association for the operations and maintenance of the Green Acres Tributary Channel/Detention Pond Improvements and the Happy Canyon Creek Tributary Channel Improvements. These storm drainage improvements, as specifically designated during platting, will be operated and maintained by the HOA or District. The District is further authorized to impose and operations and maintenance (o & m) mill levy of not more than ten mills for this purpose. Revenues from the drainage o & m levy may only be used for District operations and maintenance of these storm drainage improvements.

Improvement Costs: \$14,152,554 total estimated improvements costs as listed in Exhibit D of the Service Plan, of which amount \$5,311,424 is anticipated for Street Improvement Costs and \$6,233,313 is anticipated for Storm Drainage Improvement Costs. Costs are further detailed in Exhibit D.

Debt Limit: \$16,200,000; 12% maximum interest rate and 4% maximum underwriting discount per Model Service Plan. Also per Model Service Plan, privately placed bonds must be accompanied by certification that interest rate reflects market rates and debt structure is reasonable.

Mill Levy:

- a. For bonds issued that are less than or equal to 50% of the assessed value of the District, the levy can be unlimited.
- b. For bonds issued that are over 50% of the assessed value of the District, the levy is limited to 35 mills less the number of mills necessary to pay District administrative operating expenses, and less the number of mills necessary to pay unlimited mill levy debt, as described above, for bonds issued less than or equal to 50% of the assessed value of the District.

- c. The 35 mill levy limit is “Gallagherized” using a 2000 base year, resulting in a current levy of 42.827 mills.
- d. As noted above, the Town-District IGA authorizes an additional levy not to exceed ten mills for maintenance and operation of specified Storm Drainage Improvements.

Fees: The Service Plan proposes a District Development Fee of \$25,000 for single-family detached or attached units and \$20,000 for multi-family units. The District’s counsel has provided a letter (attached to this memo) addressing its request for an increase in the authorized Development Fee above the standard amounts (\$2,500/\$1,500) provided for in the Model Service Plan. Per the letter, the District will pledge the Development Fee to finance the regional water, regional wastewater, regional drainage, park and open space and Belford Avenue regional roadway improvements necessary to serve the 84.6 acres within the District as well as neighboring properties, which improvements are as set forth in the Capital Plan attached as Exhibit D. The letter also includes District counsel’s explanation of its position that the District can impose the Development Fee without imposing an unreasonable fee burden on property owners within the District.

Dissolution: Per Model Service Plan, dissolution is to be initiated upon an independent determination of the Town Council that the purposes of District have been accomplished; no dissolution can occur until debts are paid or payment is provided for under applicable law.

Comments:

1. The proposed Service Plan generally conforms to the Town’s Model Service Plan, with the exception of the request for authority to assess and collect a Development Fee of \$25,000/\$20,000 rather than in the amounts of \$2,500/\$1,500 as stated in the Model Service Plan. In the attached letter regarding the Development Fee, the District’s counsel states the total capital fees anticipated to be assessed within the Project (i.e., the \$25,000 Development Fee and approx. \$3,500 System Access Fee, totaling \$28,500) will be less than or comparable to properties receiving service from other Districts. The System Access Fee is stated to be an amount paid to Stonegate Village Metropolitan District (SVMD) for water and wastewater service from SVMD. The IGA provisions of the Service Plan state the District anticipates entering into an amendment to an existing Regional Facilities Agreement (RFA) between SVMD and Compark Business Campus Metropolitan District (CBCMD), which will provide for the \$3,500 System Access Fee. The Development Fee letter states the total capital fee stack for the District is anticipated to be \$28,500. While the RFA amendment must be submitted to the Town

prior to execution as a requirement of the Service Plan, the Town is not a party to that amendment and fees of SVMD and CBCMD are set by those districts.

2. The mill levy provisions are per the Town's Model Service Plan, including the provisions allows for imposition of an o & m levy for operation and maintenance of specified Storm Drainage Improvements. The Town's policies allow an additional o & m levy not to exceed ten mills for a district that has more than 400 residential units and has been determined by the Town to be responsible for ownership, operation and/or maintenance of a regional improvement. Staff anticipates that this District will be responsible for operation and maintenance of the Green Acres Tributary Channel/Detention Pond Improvements and the Happy Canyon Creek Tributary Channel Improvements. Therefore, the Town-District IGA authorizes this additional levy for that limited o & m purpose.

3. Except as noted in 2, above, the District is not authorized to provide any ongoing operations or maintenance.

4. Any inclusion of additional territory requires the prior written consent of the Town Council.

5. The Total Debt Issuance Limitation (Section V.A.9, \$16,200,000) is approximately 108% of the anticipated debt amount as stated in the Financial Plan (\$15,000,000), which is generally consistent with the difference between maximum/anticipated debt within other recently approved service plans. Developer contributions will be required for improvement costs that cannot be financed.

7. The Financial Plan (Exhibit F) provided by George K. Baum anticipates a single bond issue in 2018. The spreadsheets prepared by George K. Baum show an accumulated surplus that, according to Note 8 of the Financial Plan letter, would result if the bond mill levy were certified at a constant 37 mills though the debt retirement period. That note further states that as the District certifies its mill levy on an annual basis, it is anticipated that the District would reduce its bond mill levy so that the surpluses shown on the presentation will not be accumulated.



March 7, 2016

VIA EMAIL

Mr. Sam Light, Esq.
Town of Parker
20120 E. Mainstreet
Parker, CO 80138-7334

Re: Belford South Metropolitan District Development Fee

Dear Mr. Light:

At your request, this letter provides additional background concerning the Belford South Metropolitan District (the "District") Service Plan application and the proposed Development Fee to be imposed by the District.

Question: What is the request?

Answer: Section VI.E of the Service Plan would permit the District to impose a Development Fee not to exceed \$25,000 per single-family detached or attached residential unit and \$20,000 per multi-family residential unit, subject to inflation adjustment. The Development Fee is inclusive of both tap fee and capital fee components necessary to finance critical regional infrastructure.

Question: What will the Development Fee pay for?

Answer: The Development Fee will be pledged to the repayment of District debt incurred to finance the regional water, regional wastewater, regional drainage, park and open space and Belford Avenue regional roadway improvements necessary to serve the approximately 84.6 acres that will be included within the boundaries of the District (the "Project") as well as neighboring properties, which improvements are as set forth in the Capital Plan attached as Exhibit D to the Service Plan. Specifically, the Capital Plan shows the following categories of improvements and costs to be financed by the District:

Street Improvements (Belford Road)	\$5,311,424
Segment A – Offsite – West Peoria Street to western property boundary	
Segment B – Onsite – western property boundary to Happy Canyon Bridge	
Storm Drainage Improvements	\$6,233,313
Sanitary Sewer Improvements	\$676,130
Water Main Improvements	\$1,025,564
Park, Open Space, Streetscape Improvements	\$906,123
Total Improvements	\$14,152,564

March 7, 2016

Page 2

As shown on the alternate Financial Plan model showing Development Fees at \$2,000 per single family residential unit and \$1,500 per multi-family residential unit, the Capital Plan costs cannot be supported without the Development Fee in an amount not to exceed \$25,000 per single-family detached or attached residential unit and \$20,000 per multi-family residential unit, subject to inflation adjustment.

Question: Why is the Development Fee reasonable?

Answer: Per negotiations with SVMD that will be formalized in an amendment to the existing Regional Facilities Agreement (“RFA”) by and between SVMD and Compark Business Campus Metropolitan District (“CBCMD”), which RFA will be amended to include the District as a party, property owners within the District will pay a System Access Fee of approximately \$3,500 per residential unit. The System Access Fee is so low because the developer of the area within CBCMD (the “Developer”), an affiliated entity to the organizer of the District, has already advanced funding toward the completion of the SVMD infrastructure. The financing and construction of this infrastructure allowed SVMD to issue an unconditional can and will serve letter to the Project. Because significant SVMD water and wastewater infrastructure serving the Project has already been financed by the Developer, the District can impose the Development Fee to finance the improvements shown on the Capital Plan, including regional road infrastructure and regional storm drainage improvements, without imposing an unreasonable fee burden on property owners within the District.

Attached hereto as Exhibit A is a memorandum and table showing comparative capital fees imposed within nearby Parker developments. The table shows that the total fees anticipated to be imposed within the Project will be comparable to, and in fact on the lower end of, the range of fees imposed within other Parker developments. As an illustrative example, CBCMD, the district serving the commercial property north of the Project across E-470, is required by the RFA to finance the water and wastewater infrastructure serving its community. To finance this infrastructure, CBCMD currently imposes a fee of \$28,500. The total capital fees anticipated to be imposed by the District within the Project, which will support Capital Plan costs including Belford Road construction, will be very comparable to the CBCMD fees. In addition to the Development Fee imposed by the District, Project owners will also pay the approximately \$3,500 System Access Fee to SVMD. The total capital fee stack is thus anticipated to be \$28,500.

To provide a second comparison, Parker Water and Sanitation District (“PWSD”) currently imposes a combined water and sewer connection fee of \$30,380 per 3/4” tap. The total capital fees anticipated to be assessed within the Project (i.e., the \$25,000 Development Fee and approx. \$3,500 System Access Fee, totaling \$28,500) will thus be less than the fees imposed on properties receiving service from PWSD and include financing for Belford Road, a regional roadway to be dedicated to the Town upon completion.

Conclusion: The Development Fee is critical to realize adequate bonding capacity to finance the regional water, regional wastewater, regional drainage, park and open space, and Belford

March 7, 2016

Page 3

Avenue regional roadway improvements shown on the Capital Plan in the early years of the Project. Moreover, Project residents will not be disproportionately impacted by the Development Fee, which is market rate and consistent with the capital fees collected for nearly every new development in Parker. The Project's needs are unique due to the RFA relationship with CBCMD and SVMD and the necessity to provide access to the Project and neighboring properties by the construction of Belford Road. We thus respectfully request that the Town consider this request to include the Development Fee as a District revenue source for the financing of the public improvements shown on the Capital Plan.

Very truly yours,

MCGEADY BECHER P.C.

S/CRF

Cassia R. Furman

c: Michael Vickers, 470 Compark LLC

March 7, 2016
Page 4

Exhibit A
THK Comparable Fee Memorandum and Table

MEMORANDUM

To: Michael Vickers
From: Peter Elzi- THK Associates, Inc.
RE: Compark South Comparable Single Family Equivalent (SFE) Metro District Fees
Date: February 10, 2016

Mr. Vickers, per your request, please see the attached SFE metro district water and sewer fees as of January 1, 2016. Included are the ¾" water connection tap fees that include related additional costs, as well as the ¾" sewer connection fees that include any related additional costs. These aforementioned costs are included for Compark Business Campus Metro District (CBCMB), Cottonwood Water and Sanitation District (CWSD), Parker Water and Sanitation District (PWSD), Stonegate Village Metropolitan District (SVMD), Pinery Water and Wastewater District (PWWD), Arapahoe County and Wastewater Authority (ACWWA), and East Cherry Creek Valley Water and Sanitation District (ECCV).

Water Fees: The ¾" water connection tap fees for the seven aforementioned water districts range from a minimum of \$12,558 at Cottonwood Water and Sanitation District (CWSD) to a maximum of \$30,735 at Pinery Water and Wastewater District (PWWD). It should be noted that some sewer connection fees are included in the water connection tap fees which may create artificially high water connection tap fees.

Sewer Fees: The ¾" sewer connection fees for the seven aforementioned districts range from a minimum of \$2,771 at East Cheery Creek Valley Water and Sanitation District (ECCV) to a maximum of \$8,589 at Cottonwood Water and Sanitation District (CWSD).

Total Fees: The total ¾" water connection tap fee and ¾" sewer connection fee totals for the seven aforementioned districts range from a minimum of \$21,147 at Cottonwood Water and Sanitation District (CWSD) to a maximum of \$37,495 at Pinery Water and Wastewater District (PWWD). The ¾" water connection tap fees average \$25,458 and the sewer connection fees average \$4,713 for a total average of \$30,170. The water and sewer district fee for the Compark Business Campus Metro District (CBCMD) is \$28,500 which is in-line with the other district fees. In summary the future residents of the Compark South community will pay a fair and equitable district fee and it would be the second lowest of the seven districts surveyed.

SFE Water and Sewer Metro District Fees as of January 1, 2016

	Campark Business Campus Metro District (CBCMD)	Cottonwood Water & Sanitation District (CWSD)	Parker Water & Sanitation District (PWSD)	Stonegate Village Metropolitan District (SVMD)	Pinery Water & Wastewater District (PWWD)	Arapahoe County and E. Cherry Creek Valley Water and Sanitation District (ECCV) (ACWVA)	Total Average
3/4" Water Connection Fee:							
Tap Fee:	\$14,913	\$12,558	\$9,830	\$12,266	\$30,735	\$25,690	\$19,927
Additional:	\$13,587	\$0	\$17,040	\$15,085	\$0	\$0	\$6,530
Total:	\$28,500	\$12,558	\$26,870	\$27,350	\$30,735	\$25,690	\$25,458
3/4" Sewer Connection Fee:							
Connection Fee:	\$0	\$8,589	\$3,510	\$4,000	\$6,760	\$7,360	\$4,713
Additional:	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total:	\$0	\$8,589	\$3,510	\$4,000	\$6,760	\$7,360	\$4,713
Total Connection/Tap Fees:	\$14,913	\$21,147	\$13,340	\$16,266	\$37,495	\$33,050	\$29,271
Total Additional:	\$13,587	\$0	\$17,040	\$15,085	\$0	\$0	\$6,530
Total:	\$28,500	\$21,147	\$30,380	\$31,350	\$37,495	\$33,050	\$30,170

Sources: CBCMD, CWSD, PWSD, SVMD, PWWD, ACWA, ECCV and Sewer Districts, and THK Associates, Inc.



Item No. **8D**

RESOLUTION NO. 16-023

TO BE CONTINUED TO APRIL 4, 2016

Item No. 8E

RESOLUTION NO. 16-024

TO BE CONTINUED TO APRIL 4, 2016

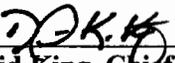


ITEM NO: 9
DATE: 03/21/2016

REQUEST FOR TOWN COUNCIL ACTION

TITLE: ORDINANCE NO. 9.248 – A Bill for an Ordinance to Approve the Intergovernmental Agreement By and Between the Town of Parker and the Douglas County Board of County Commissioners Regarding a Public Safety Communications Tower at the Parker Public Works Operations Center and Microwave Dishes at the Parker Police Station

- | | | |
|---|---|--------------|
| <input type="checkbox"/> PUBLIC HEARING | <input type="checkbox"/> ORDINANCE FOR 1 ST READING | (03/07/2016) |
| <input type="checkbox"/> CONTRACT | <input checked="" type="checkbox"/> ORDINANCE FOR 2 ND READING | (03/21/2016) |
| <input type="checkbox"/> MOTION | <input type="checkbox"/> RESOLUTION | |



David King, Chief of Police

G. Randolph Young, Town Administrator

ISSUE:

Approval of an Intergovernmental Agreement between the Town of Parker and Douglas County to facilitate the construction of a public safety communications tower at the Parker Public Works Operations Center and installation of microwave dishes at the Parker Police Station.

PRIOR ACTION:

The Town Council approved Ordinance NO. 9.248, on first reading, March 7, 2016 as part of the Consent Agenda.

FUNDING/BUDGET IMPACT:

Funding for this project has been appropriated by the Douglas County Emergency Telephone Service Authority.

BACKGROUND:

The public safety radio system throughout Douglas County is being upgraded to provide increased capacity and system reliability that benefits all public safety agencies within Douglas County. This system is the primary radio communication source for the Parker Police and Public Works Departments. This IGA covers one portion of an overall radio system upgrade effort which includes microwave connections between the new Lost Lake radio tower near Franktown and a tower proposed for construction at the Parker Public Works Operations Center (PWOC). Additionally, this IGA covers microwave connections from the proposed tower at PWOC to the Parker Police Station (PPD) and another connection from PPD to the Hess radio tower. These microwave links provide important connectivity to other components in the radio system.

RECOMMENDATION:

Approve.

PREPARED/REVIEWED BY:

Ron Combs, Police Captain

ATTACHMENTS:

1. Ordinance No.9.248
2. Intergovernmental Agreement

RECOMMENDED MOTION:

"I move to approve Ordinance No. 9.248 on second reading."

ORDINANCE NO. 9.248, Series of 2016

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE TOWN OF PARKER AND THE DOUGLAS COUNTY BOARD OF COUNTY COMMISSIONERS REGARDING A PUBLIC SAFETY COMMUNICATIONS TOWER AT THE PARKER PUBLIC WORKS OPERATIONS CENTER AND MICROWAVE DISHES AT THE PARKER POLICE STATION

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

Section 1. The Town Council of the Town of Parker hereby approves the Intergovernmental Agreement by and between the Town of Parker and the Douglas County Board of County Commissioners Regarding a Public Safety Communications Tower at the Parker Public Works Operations Center and Microwave Dishes at the Parker Police Station, 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 _____, 2016.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____,
2016.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

EXHIBIT 1

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF PARKER
AND THE DOUGLAS COUNTY BOARD OF COUNTY COMMISSIONERS
REGARDING A PUBLIC SAFETY COMMUNICATIONS TOWER
AT THE PARKER PUBLIC WORKS OPERATIONS CENTER AND MICROWAVE
DISHES AT THE PARKER POLICE STATION**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2016, by and between the Town of Parker, Colorado, a Colorado home rule municipality (the "Town"), and the Board of County Commissioners of Douglas County, Colorado (the "County"), hereinafter collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, the County and the Town are members of the Douglas County Emergency Telephone Service Authority (the "Authority");

WHEREAS, the Authority plans to fund the installation of a sixty-foot tower, including, but not limited to, microwave dishes and related cabinet and electronic equipment (the "Tower"), as part of a wireless radio network that will create a high-capacity, reliable and cost-effective internet protocol platform to connect the members of the Authority (the "Network");

WHEREAS, the Authority plans to fund the installation of two additional microwave dishes and related radio equipment and cabling (the "Additional Dishes"), as part of the Network.

WHEREAS, the Tower will be installed on real property owned by the Town and located at 9045 Tammy Lane, Parker, Colorado 80134, and more specifically described herein (the "Parker Public Works Operations Center");

WHEREAS, the Additional Dishes will be installed on real property owned by the Town and located at 18600 Lincoln Meadows Parkway, Parker, Colorado 80134, and more specifically described herein (the "Parker Police Station");

WHEREAS, the Tower will be owned by the Town and will be maintained by the County as a part of the Network;

WHEREAS, the Additional Dishes will be owned and maintained by the County as part of the Network;

WHEREAS, the Authority will provide the funds to maintain the Tower and Additional Dishes as part of the Network, subject to annual budget and appropriation;

WHEREAS, the Parties will have equal access to the Tower and Additional Dishes, as provided herein;

WHEREAS, the Parties desire to share in the use and operation of the Tower and Additional Dishes as part of the Network, as such joint use is in the best interest of the taxpayers of both jurisdictions; and

WHEREAS, the Parties are in agreement as to the use, ownership, operation and maintenance of the Tower and Additional Dishes, as provided herein.

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

1. Acknowledgement and Incorporation of Recitals. The foregoing recitals are hereby acknowledged by the Parties to be true and correct and are incorporated into this Agreement.

2. Term. This Agreement shall commence upon execution by both Parties (the "Effective Date") and shall continue through and until otherwise modified or terminated, as provided herein.

3. Ownership. The Town will own the Tower following the installation of the Tower at the Parker Public Works Operations Center. In the event that the Town or the County install additional equipment on the Tower or the portion of the Parker Public Works Operations Center dedicated for the occupancy of the Tower that is not part of the Network ("Additional Equipment"), such equipment shall be owned and maintained by the entity that installs such equipment. The Parties agree that the installation of Additional Equipment, on the Tower, shall not interfere with the Network. Furthermore, the County will own and maintain the Additional Dishes installed at the Parker Police Station. Any Additional Equipment installed at the Parker Police Department, beyond the Additional Dishes, will require separate agreement.

4. Maintenance of Tower. The Tower shall be maintained by the County or qualified contractor approved in writing by the Town and the County. The Parties will notify each other prior to commencing any work on the Tower or the Additional Equipment. The County shall be allowed access to the Tower by either the Town of Parker Public Works operational staff located at 9045 Tammy Lane, Parker, Colorado 80134, 303-840-9546, or the Douglas County staff located at 9040 Tammy Lane, 303-660-7480. If access to the Tower is required after normal working hours, contact should be made through the Parker Police Dispatch at 303-841-9800.

5. Maintenance of Additional Dishes. The Additional Dishes shall be maintained by the County or qualified contractor approve in writing by the Town and County. The Parties will notify each other prior to commencing any work on the Additional Dishes. The County shall be allowed access to the Additional Dishes by Town of Parker Police Department staff located at 18600 Lincoln Meadows Parkway, Parker, Colorado 80134, 303-841-9800. Parker Police Department staff are available 24 hours a day.

6. Construction and Installation of Tower. The County will construct the Tower and related site improvements, which includes a security fence that fully encloses the Tower and limits access to the Tower to the Parties as provided herein, using fencing that is similar to the

fencing used at the Parker Public Works Operations Center. The design and construction plans for the Tower and related improvements, including the security fence are described in **Exhibit A**, which is attached hereto and incorporated by this reference. Upon completion of the construction of the improvements described in Exhibit A, the Parties will be responsible for the installation of their own Additional Equipment. No Additional Equipment shall be installed until both the Town and the County have agreed in writing to allow the Additional Equipment and have mutually determined that the installation of the Additional Equipment will not interfere with existing or planned equipment that is or will be part of the Network, and will not overload the Tower.

7. Construction and Installation of Additional Dishes. The County will construct and install the Additional Dishes and related radio equipment.

8. Third-Party Use. No third party shall be allowed to use the Tower without the prior written approval of both the Town and the County allowing the use, including any payment for such use, following the mutual determination of the Town and the County that such use will not interfere with the Tower or the Network. In the event that third-party use is allowed, payments for such use shall be shared as provided by written agreement between the Town and the County.

9. Termination of the Agreement. Either the County or the Town shall have the right to terminate the Agreement upon ninety (90) days' advance written notice to the other party. If the Town gives notice to terminate, the County shall remove its Additional Equipment at the end of the 90-day notice period. If the County gives notice to terminate, the County shall remove its Additional Equipment at the end of the 90-day notice period. Upon the termination of the Agreement, the County will have no further responsibilities related to the maintenance and operation of the Tower or Additional Dishes.

10. Insurance. Each party shall maintain in full force and effect statutory-required workers' compensation insurance and general liability insurance affording coverage for all claims for bodily injury, including death, and all claims for destruction or damage to property arising out of or in connection with the use of the Tower. Said insurance shall provide limits of liability of not less than One Million Dollars (\$1,000,000). The Tower itself shall be insured under the Town's property insurance. The equipment used for the Network shall be insured by the County so long as the County still is operating and maintaining the network installations and/or its Additional Equipment on the Tower.

11. Default Notice. In the event either party alleges the other party has breached an obligation or covenant of this Agreement, the nondefaulting party shall first notify the defaulting party in writing of such default, and specify the exact nature of the default in such notice. The defaulting party shall have thirty (30) days from receipt of such notice within which to cure such default before the nondefaulting party may exercise any of its remedies hereunder; provided that, (i) such default is capable of being cured; (ii) the defaulting party has commenced such cure within said 30-day period; and (iii) the defaulting party diligently prosecutes such cure to completion. If such default is not of a nature that can be cured in such 30-day period, corrective action must be commenced within such period by the defaulting party and thereafter diligently pursued to completion. Any issue that substantially interferes with public safety

communications equipment on the Tower may be immediately resolved by the effected party pending a long-term resolution of the issue regardless of the notice periods indicated above.

12. Remedies. Upon the defaulting party's failure to timely cure a default as provided in Section 9, the nondefaulting party shall have the right to take whatever action at law or in equity appears necessary or desirable to enforce performance and observation of any obligation, agreement or covenant of the defaulting party under the Agreement, or to collect any monies then due or thereafter becoming due.

13. Amendment. Any and all changes to this Agreement, in order to be mutually effective and binding upon the parties and their successors, must be in writing and duly executed by the signatories or their respective representatives, successors, or assigns.

14. Notice. The addresses of the Parties to this Agreement are as listed below. Any and all notices allowed or required to be given in accordance with this Agreement are deemed to have been given when delivered to the other Parties or five (5) days following the date the same is deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested, addressed to the other party at the address noted, or such address as is subsequently endorsed in writing.

Town: Town of Parker
 Attn: Public Works Director
 20120 E. Mainstreet
 Parker, Colorado 80138

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

County: Douglas County Facilities, Fleet, and Emergency Support Services
 Attn: Vicky Starkey, Director
 3026 N. Industrial Way, P.O. Box 1390
 Castle Rock, Colorado 80109

With a copy to: Douglas County Attorney's Office
 100 Third Street
 Castle Rock, Colorado 80104

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

16. Entire Agreement and Amendment. This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications,

representations, or agreements, either verbal or written. Any alteration of this Agreement shall only be effective if in a writing signed by the Parties.

17. No Third-Party Beneficiaries. The enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person under such Agreement.

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

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

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

IN WITNESS WHEREOF, this Intergovernmental Agreement is executed by the Town of Parker and the Board of County Commissioners of Douglas County, as of the date first above written.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

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

David A. Weaver, Chair

ATTEST:

Codie Brenner, Deputy Clerk to the Board

APPROVED AS TO FORM:

Lance Ingalls, County Attorney



ITEM NO: 10
DATE: 03/21/2016

REQUEST FOR TOWN COUNCIL ACTION

TITLE: ORDINANCE 9.249 - A Bill for an Ordinance to Approve the Intergovernmental Agreement for Electrical Plan Review and Inspection By and Between the City of Greenwood Village and the Town of Parker

- | | | |
|---|---|--------------|
| <input type="checkbox"/> PUBLIC HEARING | <input type="checkbox"/> ORDINANCE FOR 1 ST READING | (03/07/2016) |
| <input type="checkbox"/> CONTRACT | <input checked="" type="checkbox"/> ORDINANCE FOR 2 ND READING | (03/21/2016) |
| <input type="checkbox"/> MOTION | <input type="checkbox"/> RESOLUTION | |


John Fussa, Community Development Director

G. Randolph Young, Town Administrator

ISSUE:

The Town desires to receive back-up coverage for electrical plan review and inspection services, as needed, based on availability from the City of Greenwood Village. The City of Greenwood Village would receive back-up coverage for electrical plan review and inspection services, as needed, based on availability from the Town. The intent of this Intergovernmental Agreement (IGA) is that there would be an equal amount of time spent at each other's jurisdiction.

PRIOR ACTION:

Town Council approved Ordinance 9.249 at first reading on March 7, 2016.

FUNDING/BUDGET IMPACT:

None

BACKGROUND:

Currently, the City of Greenwood Village has one qualified electrical plans examiner/inspector and will need help when this person is on vacation. Parker currently has three qualified electrical plans examiner/inspectors. However, much of their time is spent completing building, mechanical and plumbing inspections. This IGA would provide Parker and Greenwood Village the ability to call on each other for electrical plan review and inspection help when needed.

RECOMMENDATION:

Staff recommends the Town Council approve Ordinance 9.249.

PREPARED/REVIEWED BY:

Gil Rossmiller, Chief Building Official; Steve Greer, Deputy Community Development Director; John Fussa, Community Development Director; James S. Maloney, Town Attorney

ATTACHMENTS:
Ordinance 9.249

RECOMMENDED MOTION:
"I move to approve Ordinance No. 9.249 on second reading."

ORDINANCE NO. 9.249, Series of 2016

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE INTERGOVERNMENTAL AGREEMENT FOR ELECTRICAL PLAN REVIEW AND INSPECTION BY AND BETWEEN THE CITY OF GREENWOOD VILLAGE 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 Intergovernmental Agreement for Electrical Plan Review and Inspection by and between the City of Greenwood Village 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 _____, 2016.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____,
2016.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

Exhibit 1

INTERGOVERNMENTAL AGREEMENT FOR ELECTRICAL PLAN REVIEW AND INSPECTION

THIS AGREEMENT ("Agreement") is entered into this _____ day of _____, 2016 (the "Effective Date"), by and between the CITY OF GREENWOOD VILLAGE, Colorado, a home rule municipality ("Greenwood Village"), and the TOWN OF PARKER, a Colorado home rule municipality ("Parker"), (each individually the "Party" and collectively the "Parties").

WHEREAS, each Party operates a building department and employs at least one electrical inspector certified by the International Code Council as an Electrical Inspector and possessing a current Colorado Master Electricians License; and

WHEREAS, Article XIV, § 18(2)(a) of the Colorado Constitution and Article 1, Title 29, C.R.S., encourage and authorize governments to cooperate and contract with one another to provide any function, service or facility authorized to each;

WHEREAS, each Party maintains common training programs, protocols and procedures for its electrical inspectors; and

WHEREAS, the Parties desire to share their electrical inspectors with each other to improve safety and services to both communities and maximize use of the positions.

NOW, THEREFORE, Greenwood Village and Parker agree as follows:

1. Inspection Services. Each Party agrees to provide to other the services outlined in **Exhibit A**, attached hereto and incorporated herein by this reference, when available to do so without compromising the workload of the other Party.
2. Tools and Equipment. Each Party will provide a motor vehicle, personal computer systems, software, telephone, and other equipment and materials necessary for their electrical inspector to do his or her job; provided that when Parker's electrical inspector is doing inspections for the Greenwood Village or Greenwood Village's inspector doing inspections for Parker that each will provide appropriate identification to the other in order to avoid confusion at inspection sites and provide the authority needed to perform such inspections.
3. Supervision. Each electrical inspector will receive direction from the Chief Building Official of the jurisdiction for which it is performing inspections or plan review. All code interpretations and appeals will be processed by the jurisdiction where the project is located.
4. Employment Status and Compensation. At all times each electrical inspector shall remain the employee of his or her employing jurisdiction and shall, likewise, remain subject to that jurisdiction's personnel policies and procedures, inclusive of policies and procedures governing overtime, employment compensation and benefits, worker's compensation, vacation and sick time, grievances and discipline, job performance review, duty assignments, and termination. Each Party shall be solely responsible for the salary and other compensation paid its

electrical inspectors. Any overtime accrued by any inspector will be the responsibility of the Party employing the electrical inspector and overtime accrual will be managed by each Party's Chief Building Official or designee.

5. Term and Termination. The initial term of this Agreement shall be for one year from the Effective Date. Thereafter, this Agreement shall automatically renew for five (5) subsequent one-year terms, unless earlier terminated by either Party for any reason, by providing ninety (90) days' written notice to the other Party.

6. Appropriation. Pursuant to Article X, § 20 of the Colorado Constitution, the Parties' financial obligations under this Agreement and the renewal of this Agreement are specifically contingent upon annual appropriation of funds sufficient to perform such obligation. Should adequate appropriations not be made by either Party, this Agreement shall automatically terminate. This Agreement shall never constitute a debt of either Party within any statutory or constitutional provision.

7. Miscellaneous.

a. Notices. Any notice required by this Agreement shall be in writing and mailed by first class mail, postage prepaid, to the respective parties as follows:

Greenwood Village: City Manager
City of Greenwood Village
6060 S. Quebec Street
Greenwood Village, CO 80111

Parker: Town Administrator
Town of Parker
20120 E. Mainstreet
Parker, CO 80138

b. Insurance. Each Party will provide adequate insurance to cover the property and equipment utilized by its electrical inspectors throughout the term of this Agreement, and General Liability Insurance with a minimum combined single limit of One Million Dollars (\$1,000,000), each occurrence, and Two Million Dollars (\$2,000,000), aggregate, as well as errors and omissions coverage, and Workers' Compensation Insurance.

c. Hold Harmless. To the extent permitted by law, each Party shall defend, indemnify and hold harmless the other Party and its officers, agents, employees and insurers from and against any and all claims, damages, liability, causes of action or expense of whatever nature (including costs, expenses and attorney fees), which may result from any loss, injury or damage allegedly sustained by any person or entity arising out of or caused by any Party's negligence or failure to fulfill the terms and conditions of this Agreement.

d. Governmental Immunity. Nothing herein shall be construed as a waiver of any protections or immunities either Party may have under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended.

e. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado and venue for any legal action arising out of this Agreement shall be in the 18th Judicial District.

f. Integration. The foregoing constitutes the entire agreement between the Parties and no additional or different representation, promise or agreement shall be binding on any Party with respect to the subject matter of this Agreement.

g. Modification. This Agreement may only be modified upon written agreement of both Parties.

h. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and each of their respective successors, assigns or heirs.

i. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

j. No Third-Party Beneficiaries. There are no intended third-party beneficiaries to this Agreement.

k. Duplicate Originals. This Agreement may be executed in several counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

**CITY OF GREENWOOD VILLAGE,
COLORADO**

Mayor Ronald J. Rakowsky

ATTEST:

Susan M. Ortiz, MMC, City Clerk

APPROVED AS TO FORM:

Tonya Haas Davidson, City Attorney

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM AND SUFFICIENCY:

James S. Maloney, Town Attorney

EXHIBIT A

SCOPE OF SERVICES

A. Electrical Inspections

1. Inspects electrical installations of all new or existing, commercial, residential, and tenant finish construction and equipment for compliance; ensures compliance with electrical codes, and approved plans and specifications with other codes as may be adopted by the applicable Party.
2. Detects and locates defective electrical wiring in new and existing electrical installations.
3. Coordinates inspections with other code enforcement personnel to ensure that all required approvals are obtained.
4. Checks electrical installation permits, plans and specifications for compliance with required codes.
5. Reviews special inspector reports on complex new commercial construction and residential construction to verify compliance with applicable codes.
6. Inspects buildings for hazardous situations in electrical applications; provides expertise in determining hazards that may deem a structure or installation as dangerous; inputs inspection results in computer.

B. Plan Reviews

1. Performs electrical plan reviews during the review process to ensure conformance with the National Electrical Code; reviews plans and engineered drawings; prepares correction list identifying plan deficiencies.
2. Participates in preliminary review meetings; reviews deficiencies and code requirements with contractors, architects, and/or engineers; resolves problems with plans and/or installation/construction; provides recommendations to meet code requirements.

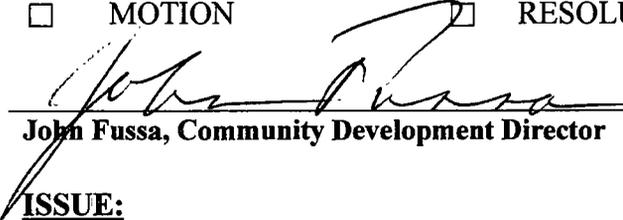


ITEM NO: 11
DATE: 03/21/2016

REQUEST FOR TOWN COUNCIL ACTION

TITLE: ORDINANCE NO. 3.01.108 – A Bill for an Emergency Ordinance to Amend Sections 13.04.100 and 13.04.120 of the Parker Municipal Code Concerning Assembly

- | | | |
|---|--|--------------|
| <input type="checkbox"/> PUBLIC HEARING | <input checked="" type="checkbox"/> ORDINANCE FINAL READING | (03/21/2016) |
| <input type="checkbox"/> CONTRACT | <input type="checkbox"/> ORDINANCE FOR 2 ND READING | |
| <input type="checkbox"/> MOTION | <input type="checkbox"/> RESOLUTION | |


John Fussa, Community Development Director

G. Randolph Young, Town Administrator

ISSUE:

The Town has experienced substantial growth during the past few years as a consequence of the strong regional economy and residential in-migration. This growth, while largely beneficial, has resulted in a decreasing supply of land that is available for future commercial, light industrial and mixed-use development. This is an issue of Town-wide concern but is most acute in those areas zoned B – Business District and C – Commercial District where land for development is scarce and under increasing development pressure. The Parker 2035 Master Plan identifies these areas as part of the Central Commercial District where “...growth in this Character Area should focus on core retail, services, offices, lodging, restaurants, etc.....” In order to preserve the B – Business and C – Commercial Districts for uses having economic development benefits, it is necessary to evaluate and amend the Land Development Ordinance to eliminate uses that fail to generate retail sales tax, primary employment and beneficial economic activity.

PRIOR ACTION:

None

FUNDING/BUDGET IMPACT:

None

BACKGROUND:

The B – Business District and C – Commercial District permit a number of assembly uses on a by-right basis that are of concern given the discussion above. Assembly uses typically involve the occupancy/use of a building, structure or a portion thereof for the gathering of people for civic, educational, entertainment, social or religious activities. These uses may be important within a community but they do not generate substantial economic development benefits such as retail sales tax, primary employment or increased economic activity.

The B – Business and C – Commercial Districts are primarily located in the important Parker Road corridor so the preservation of remaining vacant land for commercial, light industrial and mixed-use development is central to the future economic and financial health of the Town. As a planning and zoning issue, this is an urgent matter given the increasing development pressure in these areas and the potential for development proposals of assembly uses that would further reduce the inventory of available land for uses generating economic development benefits to the Town.

RECOMMENDATION:

Staff recommends that the Town Council approve Emergency Ordinance No. 3.01.108 concerning assembly uses in the B - Business District and C – Commercial District.

PREPARED/REVIEWED BY:

James S. Maloney, Town Attorney; Steve Greer, Deputy Community Development Director; John Fussa, Community Development Director

ATTACHMENTS:

Emergency Ordinance No. 3.01.108

RECOMMENDED MOTION:

“I move to approve Emergency Ordinance No. 3.01.108 on first and final reading.”

ORDINANCE NO. 3.01.108, Series of 2016

TITLE: A BILL FOR AN EMERGENCY ORDINANCE TO AMEND SECTIONS 13.04.100 AND 13.04.120 OF THE PARKER MUNICIPAL CODE CONCERNING ASSEMBLY USES

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

Section 1. Subsection 13.04.100(c) of the Parker Municipal Code is amended to read as follows:

13.04.100 B—Business District.

* * *

(c) Uses permitted by right.

(1) Motels, hotels, including restaurants, gift shops and other incidental accessory uses located within the principal building.

~~(2) Churches and church schools.~~

~~(3) Public and private schools and other accredited institutions of higher education.~~

(42) Hospitals, nursing and convalescent homes and other extended care facilities.

~~(5) Public or private membership clubs.~~

(63) Offices: general, medical, dental, professional and governmental.

(74) Public and quasi-public facilities.

(85) Greenhouses.

(96) Places for conducting restricted business activities, including, but not limited to, the following uses:

Antique shops

Artist supplies

Banks

Barbershops and beauty parlors

Bars and lounges

Book stores

Bowling alleys

Clothing stores

Convenience stores; sale of gasoline shall be prohibited

Crafts and hobby shops

Drug stores

Dry cleaning and dyeing

Dry goods and variety stores

Electrical and household appliances

Fast food establishments, drive-in and/or carry-out

Florists

Furniture stores, no warehousing—limited storage within the principal structure

Gift shops

Grocery stores

Hardware stores

Jewelry stores

Laundries—hand and coin-operated

Music shops

Newsstands

Nursery schools and day care centers

Office supplies

Package liquor stores

Paint stores

Pet shops

Photographic studios, equipment and supplies

~~Public or private membership clubs~~

~~Public or private parking lots~~

Public utility offices

Restaurants and other eating establishments

Shoe stores

Sporting good and athletic equipment

Stationery stores

~~Theaters—indoor~~

Toy and game stores

Travel agencies

All the above uses, except for public or private parking lots, and those interpreted for inclusion by the Planning Commission shall be conducted entirely within an enclosed building.

(107) Public parks, playgrounds, open space and outdoor recreation areas.

(118) Electric transmission and distribution lines, telegraph and telephone lines, telephone exchanges, electric substations and gas regulator stations.

(129) Accessory uses and buildings.

Section 2. Subsections 13.04.120(c) and (d) of the Parker Municipal Code are amended to read as follows:

13.04.120 C-Commercial District.

* * *

(c) Uses Permitted by right.

* * *

(2) Places for conducting any commercial, wholesale or service activities, not of an industrial nature, inclusive of, but not limited to the following uses:

~~Amusement and recreation facilities~~

Auto parts stores

Bakeries—wholesale and retail
Car wash, automatic or coin-operated
Contractor's offices only, no storage of equipment or trailers
Drive-in eating and drinking establishments
Indoor dog training and dog grooming
Nurseries (plant), wholesale and retail
Printing and publishing
Radio and television offices and studios
Shopping centers
~~Theaters, outdoor~~
Tire repair shops
Upholstery shops

* * *

(d) Uses permitted by special review.

- (1) All uses permitted by special review in the B—Business District.
- (2) Automobile service stations.
- (3) Auto and truck repairs.
- (4) Car sales, new and used.
- (5) Motor vehicles and motorized equipment: sales, leasing, rental servicing and repair as an accessory activity.
- (6) Veterinary clinics and hospitals.
- ~~(7) Commercial storage areas; screened by solid fence or wall at least six (6) feet in height.~~
- ~~(8) Caretaker residences.~~
- ~~(9) Raceways.~~
- ~~(10) Outdoor flea markets.~~

(~~119~~) Observation kennels and pet day care.

(~~1210~~) Outdoor dog training.

(~~1311~~) Outdoor commercial display shall meet all of the minimum requirements contained in Subparagraphs a. through j. below:

a. Outdoor commercial display is defined as any items, goods or seasonal merchandise directly related to the commercial use conducted inside the principal building, which items, goods or merchandise are permanently displayed outside of the principal building for the purposes of sale to the general public at retail.

b. This Section shall not be in conflict with or used to circumvent the requirements of Section 13.04.210 of this Chapter.

c. Outdoor commercial display shall only be considered as part of an approved site plan, to be reviewed in accordance with Chapter 13.06 of this Title.

d. Outdoor commercial display shall occur within fifteen (15) feet of the exterior walls of the principal building and shall not comprise more than three percent (3%) of the building footprint of the principal building, as shown on the approved site plan.

e. Outdoor commercial display areas shall be identified by a permanent marking material, identifying the entire outdoor display area, as shown on the approved site plan for the property. Colored and/or stamped concrete paving, brick pavers or concrete pavers are acceptable. Painted stripes will not be acceptable. No outdoor commercial display will be permitted outside of the delineated display area.

f. Outdoor commercial display activities shall be conducted so as to assure that the sidewalk or entrance into the principal building is not obstructed and that a minimum width of eight (8) feet shall be continuously maintained on the sidewalk or entrance into the principal building to allow for pedestrian access.

g. The use of semi-trailers or temporary buildings shall not be permitted.

h. All signage shall comply with Chapter 13.09 of this Title.

i. Outdoor commercial display shall not be located within the parking area for the principal building as shown on an approved site plan.

j. This Section shall not be in conflict with federal, state or local governmental requirements, including, but not limited to, the International Building Code, Department of Health or Fire District standards.

(1412) Nurseries (plant), wholesale and retail, which provide outdoor display areas that comprise more than three percent (3%) of the building footprint of the principal building, as shown on the approved site plan.

Section 3. Police Power Finding. The Town Council hereby finds, determines and declares that this Ordinance is necessary and proper to provide for the safety, preserve the health, promote the prosperity, and improve the order, comfort and convenience of the Town and the inhabitants thereof.

Section 4. Emergency Declared. Pursuant to Section 7.6 of the Charter, the Town Council hereby finds, determines and declares that this Ordinance is necessary for the immediate preservation of the public peace, health, safety and welfare of the Town of Parker, in order to immediately address the negative impact of assembly uses on the remaining inventory of real property contained within the B-Business District and the C-Commercial District that is available to accommodate existing and future demand for commercial uses that provide direct economic benefit and employment to the Town of Parker.

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

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

Section 7. This Ordinance shall become effective immediately upon adoption.

INTRODUCED, ADOPTED AND PASSED ON FIRST READING this 21st day of March, 2016.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

