

**TOWN OF PARKER COUNCIL AGENDA
APRIL 4, 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**

3. **PARKER CHAMBER OF COMMERCE UPDATES**

4. **DOWNTOWN BUSINESS ALLIANCE UPDATES**

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

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

7. **CONSENT AGENDA**

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

A. **APPROVAL OF MINUTES**

March 21, 2016

B. **ORDINANCE NO. 9.253 – First Reading**

A Bill for an Ordinance to Approve the Intergovernmental Agreement By and Between the Town of Parker and the Colorado Department of Transportation (CDOT) Concerning Traffic Signals (2016-2021)

Department: Engineering, Chris Hudson

Second Reading: April 18, 2016

C. **ORDINANCE NO. 1.478 – First Reading**

A Bill for an Ordinance Stating the Intent of the Town of Parker to Acquire Real Property for the Purpose of Constructing, Widening and Improving Chambers Road, 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

Second Reading: April 18, 2016

- D. **RESOLUTION NO. 16-025**
A Resolution to Determine, Upon Recommendation of the Town Administrator, that the Public Interest will be Served by a Single Source Contract Concerning the Mainstreet Overhead Decorative Lighting Project
 Department: Economic Development, Weldy Feazell
 Engineering, Chris Hudson
- E. **RESOLUTION NO. 16-026**
A Resolution Accepting the Donation of Real Property from Miramont Parker, LLC
 Department: Town Attorney, Jim Maloney
- F. **INTENTIONALLY LEFT BLANK**
- G. **RESOLUTION NO. 16-028**
A Resolution Accepting the Conveyance of Real Property from the Board of County Commissioners of the County of Douglas for Tract T, Meridian International Business Center, Filing No. 7
 Department: Parks, Recreation and Open Space, Dennis Trapp
- H. **CONTRACTS ABOVE \$100,000**
- *Plaza on Main Artwork – Jacks and Red Ball*
 Amount: \$150,000
 Contractor: Christopher Weed Sculpture, Inc.
 Department: Cultural, Elaine Mariner
 - *Parker Road Corridor Plan*
 Amount: \$245,134.00
 Contractor: Logan Simpson
 Department: Community Development, Mary Munekata

8. **TOWN ADMINISTRATOR**

- **Reports**

9. **PUBLIC HEARINGS**

- A. **RESOLUTION NO. 16-023**
A Resolution to Approve the Consolidated Service Plan for Reata Ridge Village Metropolitan District No. 1 and Reata Ridge Village Metropolitan District No. 2
 Department: Town Attorney, Jim Maloney
- B. **RESOLUTION NO. 16-024**
A Resolution to Approve the Amended and Restated Service Plan for the Cherry Creek South Metropolitan District Nos. 2 and 3 and Consolidated Service Plan for Cherry Creek South Metropolitan District Nos. 2 and 3 and Anthology West Metropolitan District Nos. 4-6
 Department: Town Attorney, Jim Maloney
- C. **ORDINANCE NO. 3.309.1** – Second 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

10. **ORDINANCE NO. 9.250** – Second 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

11. **ORDINANCE NO. 9.251** – Second 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

12. **ORDINANCE NO. 9.201.3** – Second 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. 00414)
Department: Engineering, Jacob James

13. **ORDINANCE NO. 1.476** – Second Reading (To be continued to April 18, 2016)
A Bill for an Ordinance to Approve an Easement for Access and Other Use of Right-of-Way
Department: Engineering, Tom Williams

14. **ORDINANCE NO. 1.477** – Second Reading (To be continued to April 18, 2016)
A Bill for an Ordinance to Approve an Easement for Vehicle Parking and Other Use of Right-of-Way
Department: Engineering, Tom Williams

15. **ORDINANCE NO. 9.252** – Second 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

16. **RESOLUTION NO. 16-027**
A Resolution to Allow a Partial Waiver and Deferral of the Requirements of Section 13.06.030(b)(6), (7) and (12) of the Parker Municipal Code for the Use by Special Review and Site Plan Application Submitted by Public Service Company of Colorado/Xcel Energy for the Pawnee-Daniels Park 345 kV Transmission Line Project
Department: Town Attorney, Jim Maloney

17. **ADJOURNMENT**

Parker Town Council

Executive Session Agenda

April 4, 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. Use and Possession Agreement Horse Creek HOA
2. Olde Town Annexation Agreement

"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)."

3. Affirmatively Furthering Fair Housing 24 C.F.R. Parts 5, 91, 270 and 903
4. Section 13.04.205 of the Parker Municipal Code

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

Mayor Mike Waid called the meeting to order at 6:02 P.M. All Councilmembers were present.

Town Attorney Jim Maloney announced that the topics for discussion in Executive Session were four (4) items. Under C.R.S. § 24-6-402(4)(e) there was one item for Noncash Charitable Contribution/Miramont Family Medical; under C.R.S. § 24-6-402(4)(b) there were three (3) 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 and the third was a specific legal question concerning Section 13.04.240(b) of the Parker Municipal Code.

EXECUTIVE SESSION

Joshua Rivero moved and Josh Martin seconded to go into Executive Session to determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e) and 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.

Amy Holland moved and Joshua Rivero seconded to come out of the Executive Session at 6:45 P.M.

The motion was approved unanimously.

REGULAR MEETING

Mayor Waid reconvened the meeting at 7:06 P.M.

Chris Michlewicz of The Chronicle led the Council and audience in the Pledge of Allegiance.

SPECIAL PRESENTATIONS

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

Chief Bob Baker introduced Board of Directors, Danny Gaddy, Bill Shriver and Rhonda Scholting. Chief Baker advised that the mill levy has been reduced to 9-1/4 mills for residential and commercial. Ms. Scholting advised that the District has been re-accredited and pointed out that there are a total of 14 in Colorado.

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.

PUBLIC COMMENTS

1. Chris Michlewicz advised that he is leaving The Chronicle and said goodbye to everyone. He will be working for the City of Centennial.

2. Diane Roth spoke on the lecture series at the PACE Center and thanked Greg Reed for his participation on the Cultural and Scientific Commission.

REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL

John Diak

1. John attended the Lone Tree Transportation and Mobility Summit at which they discussed the RTD south extension.
2. John was elected to another DRCOG Committee.

Debbie Lewis

1. Debbie attended the Partnership of Douglas County Governments. There was a presentation on Rueter Hess recreation activities.
2. Attended the business retention at Amore Jewelry.
3. While at the Parker Adventist Hospital, a volunteer came up to her and expressed her appreciation regarding the playground.

Renee Williams

Renee and the Mayor judged the Chili Cook-off organized by the Employee Appreciation Committee.

Joshua Rivero

1. Coffee with a Cop was held at Fika 2 and it was well attended.
2. Attended the new officer swear-in.
3. Attended the Cherry Creek Basin Authority meeting last week.
4. Josh also attended the Metro Denver EDC Luncheon Award Banquet.

Amy Holland

Amy and John Diak attended the Parker Cultural Commission meeting. She also advised that there will be a vacancy on this commission.

Josh Martin

Josh advised that we are a partner with E-470. E-470 manages all the toll roads in the area and pointed out that the extension of 36 to Boulder has opened.

Mike Waid

1. Attended the Coffee with a Cop at Fika 2.
2. Attended the new police officer swear-in.
3. Also attended the Employee Chili Cook-off.
4. Met with the Lutheran High School fund raising chair.
5. Mentioned his fund raising event – Shave the Mayor, which is scheduled for April 23. The color of his hair this year will be orange and blue.

CONSENT AGENDA

- A. *APPROVAL OF MINUTES*
March 7, 2016

- B. *ORDINANCE NO. 9.250 – First Reading*
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

Joshua Rivero asked to remove Consent Agenda Item 6C.

Amy Holland moved and Debbie Lewis seconded to approve Consent Agenda Items 6A through 6M, with the exception of Item 6C.

The motion was approved unanimously.

Item 6C

It was noted that the \$250,000 was a misprint and asked that the sentence be struck.

Joshua Rivero moved and Amy Holland seconded to strike the sentence referring to \$250,000.

The motion was approved unanimously.

TOWN ADMINISTRATOR

- **Reports**

The Town Administrator advised that his report, with updates, is on the website.

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

7:44 P.M.

Don Warn summarized the revision by fund and a detailed list of the carry-over and supplemental appropriation requests were given to Council.

The total carry-over from 2015 is \$5,912,695. The total supplemental appropriation for 2016 is \$1,474,788. A detailed list of items are in Exhibit A which is attached to the ordinance.

Public Comment – None

The Public Hearing was closed at 7:45 P.M.

Joshua Rivero moved to approve Ordinance No. 1.465.1 on second reading.

Renee Williams seconded the motion.

The motion was approved unanimously.

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

7:46 P.M.

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.

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. (A detailed report is available in the Community Development Department.)

Applicant

Greg Armstrong, Armstrong Development, 15530 E. Broncos Parkway, Centennial, discussed the history of the company. They have projects in Colorado Springs, Lafayette, Denver, Lakewood, Centennial and Castle Rock and up and down the front range. They do not build and leave the area; they own their real estate assets and become committed in the communities they develop. This development is called Parker Keystone. Mr. Armstrong advised that they have heard from residents about their concerns regarding traffic, lighting, etc. If they are successful, they will finish the development by the end of this year.

Public Comment

The following individuals spoke at the public hearing:

- Pat Williams, 5485 E. Alcorn Ave.
- Michael Barnell, 11939 Barrett St.,

The Public Hearing was closed at 8:07 P.M.

The questions and concerns the public had were answered by the applicant and Council.

- (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

Renee Williams moved to approve Resolution No. 16-019.

Josh Martin seconded the motion.

The motion was approved unanimously.

- (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

Renee Williams moved to approve Resolution No. 16-020.

Debbie Lewis seconded the motion.

The motion was approved unanimously.

- (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

Debbie Lewis moved to approve Resolution No. 16-021.

Renee Williams seconded the motion.

The motion was approved unanimously.

- (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

Joshua Rivero moved to approve Ordinance No. 2.242 on second reading.

Amy Holland seconded the motion.

The motion was approved unanimously.

- (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

Joshua Rivero moved to approve Ordinance No. 2.243 on second reading.

Debbie Lewis seconded the motion.

The motion was approved unanimously.

- (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

Joshua Rivero moved to approve Ordinance No. 2.244 on second reading.

Josh Martin seconded the motion.

The motion was approved unanimously.

- (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

Debbie Lewis moved to approve Ordinance No. 3.318 on second reading.

Amy Holland seconded the motion.

The motion was approved unanimously.

- (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

John Diak moved to approve Ordinance No. 3.319 on second reading.

Renee Williams seconded the motion.

The motion was approved unanimously.

**(9) ORDINANCE NO. 3.320 – Second 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**

John Diak moved to approve Ordinance No. 3.320 on second reading.

Debbie Lewis seconded the motion.

The motion was approved unanimously.

(10) ANNEXATION AGREEMENT

Joshua Rivero moved to approve the Annexation Agreement for the Alcorn Street Property.

Josh Martin seconded the motion.

The motion was approved unanimously.

**C. RESOLUTION NO. 16-022
 A Resolution to Approve the Service Plan for the Belford South Metropolitan District**

Department: Town Attorney, Jim Maloney

8:24 P.M.

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.

The owner 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.

Public Hearing

The following individuals spoke regarding concerns with water, landscaping, drainage line and trail:

- Jerri Hill, 12460 N. Third St., Parker
- Charles Buckman, 12460 No. Third St.
- Charles Hemenway, owns Lot 6, Block 4 in Grandview Estates (not a resident)
- Steve Crout, 12984 N. Third St.
- Debra Sherwood, 12061 N. Sixth St.

Applicant Michael Vickers answered these individuals' concerns.

Mary Ann McGeady with the law firm that represents the applicant, spoke on fees.

The Public Hearing was closed at 9:15 P.M.

Josh Martin moved to approve Resolution No. 16-022.

Debbie Lewis seconded the motion.

The motion was approved 5-1. (Williams voted no.)

**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

Joshua Rivero moved to continue Resolution No. 16-023 and No. 16-024 to April 4, 2016.

The motion was approved unanimously.

**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

See above motion.

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**

Approval of this Intergovernmental Agreement will 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.

Funding for this project has been appropriated by the Douglas County Emergency Telephone Service Authority.

Public Comment – None

Josh Martin moved to approve Ordinance No. 9.248 on second reading.

Renee Williams seconded the motion.

The motion was approved unanimously.

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

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.

Public Comment – None

Josh Martin moved to approve Ordinance No. 9.249 on second reading.

Amy Holland seconded the motion.

The motion was approved unanimously.

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

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. (Detailed information is available in the Community Development Department.)

It was pointed out that we would suspend this for up to 90 days to give staff time for further analysis.

Public Comment – None

Josh Rivero moved to approve Emergency Ordinance No. 3.01.108 on first and final reading.

Debbie Lewis seconded the motion.

The motion was approved unanimously.

The meeting was adjourned at 9:29 P.M.

Carol Baumgartner, Town Clerk

Mike Waid, Mayor

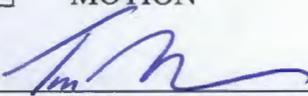


ITEM NO: 7B
DATE: 04/04/2016

REQUEST FOR TOWN COUNCIL ACTION

TITLE: ORDINANCE NO. 9.253 – A Bill for an Ordinance To Approve the Intergovernmental Agreement By and Between the Town of Parker and the Colorado Department of Transportation (CDOT) Concerning Traffic Signals (2016-2021)

- | | | |
|---|---|--------------|
| <input type="checkbox"/> PUBLIC HEARING | <input checked="" type="checkbox"/> ORDINANCE FOR 1 ST READING | (04/04/2016) |
| <input type="checkbox"/> CONTRACT | <input type="checkbox"/> ORDINANCE FOR 2 ND READING | (04/18/2016) |
| <input type="checkbox"/> MOTION | <input type="checkbox"/> RESOLUTION | |



Tom Williams, Engineering Director



G. Randolph Young, Town Administrator

ISSUE:

Approval of a contract with the Colorado Department of Transportation (CDOT) to allow for Town maintenance of the Parker Road (State Highway 83) traffic signals.

PRIOR ACTION:

The Town originally approved a five-year contract with CDOT for the maintenance of the Parker Road traffic signals in 2006. Another five-year contract with CDOT for this same maintenance was approved in 2011 and is set to expire at the end of June 2016.

FUNDING/BUDGET IMPACT:

Funding for the maintenance of the Parker Road traffic signals is included in the approved 2016 budget with CDOT reimbursing the maintenance costs.

BACKGROUND:

In 2006, Town Council approved an intergovernmental agreement (IGA) with the Colorado Department of Transportation (CDOT) regarding traffic signal maintenance on Parker Road (State Highway 83). This contract was for a five-year period and the Town renewed this arrangement in 2011 with another five-year agreement. The 2011 agreement expires on June 30, 2016. Based on annual appropriations by CDOT, the initial contract is for one-year with the potential for four additional one-year extensions. In the Denver metro area, there are several other municipalities that maintain CDOT traffic signals through IGAs with CDOT paying for the maintenance.

There are currently thirteen traffic signals on Parker Road within the Town’s incorporated boundaries. The northernmost traffic signal is Cottonwood Drive and the southernmost location is Stroh Road. Based on the past agreement and costs encountered, CDOT is proposing a rate of

\$300 per month per traffic signal for maintenance. This rate is consistent with the rates from other municipal agencies in the Denver metro area and remains the same as the past contract. This equates to \$46,800 per year.

Town staff would like to continue the existing maintenance arrangement with CDOT as the Town can more quickly respond to issues and is more in touch with local traffic patterns. As part of the maintenance scope, the Town will perform quarterly preventative maintenance actions similar to what is done with Town owned traffic signals. Since CDOT will still be ultimately responsible for the traffic signals, CDOT will reimburse the Town for maintenance exceeding \$2,000 per occurrence. The Town must first approve the (IGA) by ordinance prior to CDOT approval.

RECOMMENDATION:

Approve the ordinance.

PREPARED/REVIEWED BY:

- 1) Chris Hudson, CIP & Construction Manager
- 2) Dave Aden, Traffic Engineer
- 3) Jim Maloney, Town Attorney

ATTACHMENTS:

- 1) Ordinance (2 pages)
- 2) Exhibit 1 (to the ordinance) (CDOT Contract with Exhibits) (16 pages)

RECOMMENDED MOTION:

"I move to approve Ordinance No. 9.253 on first reading and schedule second reading for April 18, 2016, as a part of the consent agenda."

ORDINANCE NO. 9.253, Series of 2016

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE TOWN OF PARKER AND THE COLORADO DEPARTMENT OF TRANSPORTATION (CDOT) CONCERNING TRAFFIC SIGNALS (2016-2021)

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 Colorado Department of Transportation (CDOT) concerning traffic signals (2016-2021), 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

CONTRACT

THIS AGREEMENT is entered into by and between Town of Parker (hereinafter called the "Local Agency"), and the State of Colorado acting by and through the Department of Transportation (hereinafter called the "State" or "CDOT").

RECITALS:

1. Authority exists in the law and funds have been budgeted, appropriated and otherwise made available and a sufficient uncommitted balance thereof remains available for payment of project and Local Agency costs in Fund Number 400, Function: <<>>, GL Account: <<>>, WBS Element: <<>> or Cost Center: <<>>, (Contract Encumbrance Amount: \$0.00).
2. Required approval, clearance and coordination have been accomplished from and with appropriate agencies.
3. Section 43-2-102 and 103, C.R.S., require the State to maintain state highways (including where such highways extend through a city or an incorporated town), and Section 43-2-135(1)(i), C.R.S., as amended, requires the State to install, operate, maintain and control, at State expense, all traffic control devices on the state highway system within cities and incorporated towns.
4. The parties desire to enter this Contract for the Contractor to provide some or all of the certain Highway maintenance services on state highways that are the responsibility of the State under applicable law, and for the State to pay the Contractor a reasonable negotiated fixed rate for such services.
5. The parties also intend that the Contractor shall remain responsible to perform any services and duties on state highways that are the responsibility of the Contractor under applicable law, at its own cost.
6. The State and the Contractor have the authority, as provided in Sections 29-1-203, 43-1-106, 43-2-103, 43-2-104, and 43-2-144, C.R.S., as amended, and in applicable ordinance or resolution duly passed and adopted by the Contractor, to enter into contract with the Contractor for the purpose of maintenance of traffic control devices on the state highway system as hereinafter set forth.
7. The Contractor has adequate facilities to perform the desired maintenance services on State highways within its jurisdiction.

THE PARTIES NOW AGREE THAT:

Section 1. Scope of Work

The Local Agency shall perform all Maintenance Services for the specified locations located within the Local Agency's jurisdiction and described in **Exhibit A**. Such services and highways are further detailed in Section 5.

Section 2. Order of Precedence

In the event of conflicts or inconsistencies between this Contract and its exhibits, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

1. Special Provisions contained in section 22 of this Contract
2. This Contract
3. **Exhibit A** (Scope of Work)
4. **Exhibit D** (Option Letter)
5. **Exhibit E** (Encumbrance Letter).

Section 3. Term

This contract shall be effective upon the date signed/approved by the State Controller, or designee, or on July 1, 2016, whichever is later. The term of this contract shall be for a **term of FIVE (5) years**. Provided, however, that the State's financial obligation for each subsequent, consecutive fiscal year of that term after the first fiscal year shall be subject to and contingent upon funds for each subsequent year being appropriated, budgeted, and otherwise made available therefor.

Section 4. Project Funding and Payment Provisions

- A. The Local Agency has estimated the total cost of the work and is prepared to accept the state funding for the work, as evidenced by an appropriate ordinance or resolution duly passed and adopted by the authorized representatives of the Local Agency, which expressly authorizes the Local Agency to enter into this contract and to complete the

work under the project. A copy of this ordinance or resolution is attached hereto and incorporated herein as **Exhibit B**.

- B. Subject to the terms of this Contract, for the satisfactory performance of the Maintenance Services on the Highways, as described in Section 5, the State shall pay the Local Agency on a lump sum basis, payable in monthly installments, upon receipt of the Local Agency's statements, as provided herein.
- C. The State shall pay the Local Agency for the satisfactory operation and maintenance of traffic control devices under this agreement at the rates described in **Exhibit A**.
- D. The Local Agency will provide Maintenance Services as described in **Exhibit A**, for a total maximum amount of **\$46,800.00 per State fiscal year, and a maximum contract total shall not exceed the cumulative five-year total of \$234,000.00**. The negotiated rate per location shall remain fixed for the full five-year term of the contract, unless this rate is renegotiated in accord with the procedure set forth herein in Section 17. The total payments to the Local Agency during the term of this contract shall not exceed that maximum amount, unless this contract is amended. The Local Agency will bill the State monthly and the State will pay such bills within 60 days.
- E. The statements submitted by the Local Agency for which payment is requested shall contain an adequate description of the type(s) and the quantity(ies) of the Maintenance Services performed, the date(s) of that performance, and on which specific sections of the Highways such services were performed, in accord with standard Local Agency billing standards.
- F. If the Local Agency fails to satisfactorily perform the Maintenance Services or if the statement submitted by the Local Agency does not adequately document the payment requested, after notice thereof from the State, the State may deduct and retain a proportionate amount from the monthly payment, based on the above rate, for that segment or portion.

Section 5: State & Local Agency Commitments:

- A. The Local Agency shall perform the Maintenance Services for the certain State Highway System locations described herein. Such services and locations are detailed in **Exhibit A**.
- B. The Local Agency shall operate and maintain the specific traffic control devices, and at the particular locations, all as listed on **Exhibit A**, in a manner that is consistent with current public safety standards on state highways within its jurisdictional limits, and in conformance with applicable portions of the "Manual on Uniform Traffic Control Devices" and the "Colorado Supplement" thereto, which are referred to collectively as the "Manual" and which are incorporated herein by reference as terms and conditions of this Agreement. The Local Agency shall provide all personnel, equipment, and other services necessary to satisfactorily perform such operation and maintenance.
- C. The Parties shall have the option to add or delete, at any time during the term of this Agreement and subject to §17 of this agreement, one or more specific traffic control devices to the list shown in **Exhibit A** and therefore amend the Maintenance Services to be performed by the Local Agency under this Agreement. The State may amend **Exhibit A** by written notice to the Local Agency using an Option Letter substantially equivalent to **Exhibit D**.
- D. The Local Agency may propose, in writing, other potential specific traffic control devices to be operated and maintained by the Local Agency during the term of this agreement, based on the same rates that had been initially agreed to by the Local Agency in **Exhibit A**. If the State determines in writing that operation and maintenance of those other devices by the Local Agency is appropriate, and is desirable to the State, and if the State agrees to add such devices to this agreement, then the State shall, by written Option Letter issued to the Local Agency in a form substantially equivalent to **Exhibit D**, add such devices to this contract.
- E. The Local Agency shall perform all maintenance services on an annual basis. The Local Agency's performance of such services shall comply with the same standards that are currently used by the State for the State's performance of such services, for similar type highways with similar use, in that year, as determined by the State. The State's Regional Transportation Director, or his representative, shall determine the then current applicable maintenance standards for the maintenance services. Any standards/directions provided by the State's representative to the Local Agency concerning the maintenance services shall be in writing. The Local Agency shall contact the State Region office and obtain those standards before the Local Agency performs such services.

Section 6. Record Keeping

The Local Agency shall maintain a complete file of all records, documents, communications, and other written materials which pertain to the costs incurred under this contract. The Local Agency shall maintain such records for a period of three (3) years after the date of termination of this contract or final payment hereunder, whichever is later, or for such further period as may be necessary to resolve any matters which may be pending. The Local Agency shall make such materials available for inspection at all reasonable times and shall permit duly authorized agents and employees of the State and FHWA to inspect the project and to inspect, review and audit the project records.

Section 7. Termination Provisions

This contract may be terminated as follows:

- A. This Contract may be terminated by either party, but only at the end of the State fiscal year (June 30), and only upon written notice thereof sent by registered, prepaid mail and received by the non-terminating party, not later than 30 calendar days before the end of that fiscal year. In that event, the State shall be responsible to pay the Local Agency only for that portion of the highway Maintenance Services actually and satisfactorily performed up to the effective date of that termination, and the Local Agency shall be responsible to provide such services up to that date, and the parties shall have no other obligations or liabilities resulting from that termination.

Notwithstanding subparagraph A above, this contract may also be terminated as follows:

- B. Termination for Convenience. The State may terminate this contract at any time the State determines that the purposes of the distribution of moneys under the contract would no longer be served by completion of the project. The State shall effect such termination by giving written notice of termination to the Local Agency and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination.

- C. Termination for Cause. If, through any cause, the Local Agency shall fail to fulfill, in a timely and proper manner, its obligations under this contract, or if the Local Agency shall violate any of the covenants, agreements, or stipulations of this contract, the State shall thereupon have the right to terminate this contract for cause by giving written notice to the Local Agency of its intent to terminate and at least ten (10) days opportunity to cure the default or show cause why termination is otherwise not appropriate. In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports or other material prepared by the Local Agency under this contract shall, at the option of the State, become its property, and the Local Agency shall be entitled to receive just and equitable compensation for any services and supplies delivered and accepted. The Local Agency shall be obligated to return any payments advanced under the provisions of this contract.

Notwithstanding the above, the Local Agency shall not be relieved of liability to the State for any damages sustained by the State by virtue of any breach of the contract by the Local Agency, and the State may withhold payment to the Local Agency for the purposes of mitigating its damages until such time as the exact amount of damages due to the State from the Local Agency is determined.

If after such termination it is determined, for any reason, that the Local Agency was not in default or that the Local Agency's action/inaction was excusable, such termination shall be treated as a termination for convenience, and the rights and obligations of the parties shall be the same as if the contract had been terminated for convenience, as described herein.

- D. Termination Due to Loss of Funding. The parties hereto expressly recognize that the Local Agency is to be paid, reimbursed, or otherwise compensated with federal and/or State funds which are available to the State for the purposes of contracting for the Project provided for herein, and therefore, the Local Agency expressly understands and agrees that all its rights, demands and claims to compensation arising under this contract are contingent upon availability of such funds to the State. In the event that such funds or any part thereof are not available to the State, the State may immediately terminate or amend this contract.

Section 8. Legal Authority

The Local Agency warrants that it possesses the legal authority to enter into this contract and that it has taken all actions required by its procedures, by-laws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this contract and to bind the Local Agency to its terms. The person(s) executing this contract on behalf of the Local Agency warrants that such person(s) has full authorization to execute this contract.

Section 9. Representatives and Notice

The State will provide liaison with the Local Agency through the State's Region Director, Region HQ, 4201 E. Arkansas Avenue, Denver, CO 80222. Said Region Director will also be responsible for coordinating the State's activities under this contract and will also issue a "Notice to Proceed" to the Local Agency for commencement of the Work. All communications relating to the day-to-day activities for the work shall be exchanged between representatives of the State's Transportation Region HQ and the Local Agency. All communication, notices, and correspondence shall be addressed to the individuals identified below. Either party may from time to time designate in writing new or substitute representatives.

If to State

CDOT Region: HQ
Trung Vo
Project Manager
425C Corporate Circle
Golden, CO 80401
303-512-5808

If to the Local Agency

Town of Parker
David Aden
Traffic Engineer
20120 East Main Street
Parker, CO 80134
303-805-3227

Section 10. Successors

Except as herein otherwise provided, this contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Section 11. Third Party Beneficiaries

It is expressly understood and agreed that the enforcement of the terms and conditions of this contract and all rights of action relating to such enforcement, shall be strictly reserved to the State and the Local Agency. Nothing contained in this contract shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the State and the Local Agency that any such person or entity, other than the State or the Local Agency receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

Section 12. Governmental Immunity

Notwithstanding any other provision of this contract to the contrary, no term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, § 24-10-101, et seq., C.R.S., as now or hereafter amended. The parties understand and agree that liability for claims for injuries to persons or property arising out of negligence of the State of Colorado, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of § 24-10-101, et seq., C.R.S., as now or hereafter amended and the risk management statutes, §§ 24-30-1501, et seq., C.R.S., as now or hereafter amended.

Section 13. Severability

To the extent that this contract may be executed and performance of the obligations of the parties may be accomplished within the intent of the contract, the terms of this contract are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof.

Section 14. Waiver

The waiver of any breach of a term, provision, or requirement of this contract shall not be construed or deemed as a waiver of any subsequent breach of such term, provision, or requirement, or of any other term, provision or requirement.

Section 15. Entire Understanding

This contract is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein by writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a writing executed and approved pursuant to the State Fiscal Rules.

Section 16. Survival of Contract Terms

Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this contract and the exhibits and attachments hereto which may require continued performance, compliance or effect beyond the termination date of the contract shall survive such termination date and shall be enforceable by the State as provided herein in the event of such failure to perform or comply by the Local Agency.

Section 17. Modification and Amendment

This contract is subject to such modifications as may be required by changes in federal or State law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this contract on the effective date of such change as if fully set forth herein. Except as provided above, no modification of this contract shall be effective unless agreed to in writing by both parties in an amendment to this contract that is properly executed and approved in accordance with applicable law.

A. Amendment

Either party may suggest renegotiation of the terms of this contract, provided that the contract shall not be subject to renegotiation more often than annually, and that neither party shall be required to renegotiate. If the parties agree to change the provisions of this contract, the renegotiated terms shall not be effective until this Contract is amended/modified accordingly in writing. Provided, however, that the rates will be modified in accordance with applicable cost accounting principles and standards (including sections 24-107-101, et seq., C.R.S. and implementing regulations), and be based on an increase/decrease in the "allowable costs" of performing the Work. Any such proposed renegotiation shall not be effective unless agreed to in writing by both parties in an amendment to this contract that is properly executed and approved by the State Controller or delegee. Any such rate change will go into effect on the first day of the first month following the amendment execution date.

B. Option Letter

- a. The State may increase/decrease the quantity of goods/services described in **Exhibit A** at the same unit prices (rates) originally established in the contract. The State may exercise the option by written notice to the Local Agency in a form substantially equivalent to **Exhibit D**.
 - b. As a result of increasing/decreasing the locations, the State may also unilaterally increase/decrease the maximum amount payable under this contract based upon the unit prices (rates) originally established in the contract and the schedule of services required, as set by the terms of this contract. The State may exercise the option by providing a fully executed option to the Local Agency, in a form substantially equivalent to **Exhibit D**, immediately upon signature of the State Controller or an authorized delegate. The Option Letter shall not be deemed valid until signed by the State Controller or an authorized delegate. Any such rate change will go into effect on the first day of the first month following the option letter execution date.
- C. **State Encumbrance Letter**
The State may encumber the funds up to the maximum amount allowed during a given fiscal year by unilateral execution of an encumbrance letter in a form substantially equivalent to **Exhibit E**. The State shall provide a fully executed encumbrance letter to the Local Agency after execution. Delivery/performance of the goods/services shall continue at the same rate and under the same terms as established in the contract.

Section 18. Disputes

Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract, which is not disposed of by agreement, will be decided by the Chief Engineer of the Department of Transportation. The decision of the Chief Engineer will be final and conclusive unless, within 30 calendar days after the date of receipt of a copy of such written decision, the Local Agency mails or otherwise furnishes to the State a written appeal addressed to the Executive Director of the Department of Transportation. In connection with any appeal proceeding under this clause, the Local Agency shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Local Agency shall proceed diligently with the performance of the contract in accordance with the Chief Engineer's decision. The decision of the Executive Director or his duly authorized representative for the determination of such appeals will be final and conclusive and serve as final agency action. This dispute clause does not preclude consideration of questions of law in connection with decisions provided for herein. Nothing in this contract, however, shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

Section 19. Does not supersede other agreements

This contract is not intended to supersede or affect in any way any other agreement (if any) that is currently in effect between the State and the Local Agency for other "maintenance services" on State Highway rights-of-way within the jurisdiction of the Local Agency. Also, the Local Agency shall also continue to perform, at its own expense, all such activities/duties (if any) on such State Highway rights-of-ways that the Local Agency is required by applicable law to perform.

Section 20. Subcontractors

The Local Agency may subcontract for any part of the performance required under this contract, subject to the Local Agency first obtaining approval from the State for any particular subcontractor. The State understands that the Local Agency may intend to perform some or all of the services required under this contract through a subcontractor. The Local Agency agrees not to assign rights or delegate duties under this contract [or subcontract any part of the performance required under the contract] without the express, written consent of the State; which shall not be unreasonably withheld. Except as herein otherwise provided, this agreement shall inure to the benefit of and be binding only upon the parties hereto and their respective successors and assigns.

Section 21. Statewide Contract Management System

If the maximum amount payable to Local Agency under this contract is \$100,000 or greater, either on the Effective Date or at any time thereafter, this **Statewide Contract Management System** applies.

Local Agency agrees to be governed, and to abide, by the provisions of CRS §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 concerning the monitoring of Local Agency performance on state contracts and inclusion of contract performance information in a statewide contract management system.

Local Agency's performance shall be subject to Evaluation and Review in accordance with the terms and conditions of this contract, State law, including CRS §24-103.5-101, and State Fiscal Rules, Policies and Guidance. Evaluation and Review of Local Agency's performance shall be part of the normal contract administration process and Local Agency's performance will be systematically recorded in the statewide contract Management System. Areas of Evaluation and Review shall include, but shall not be limited to, quality, cost and timeliness. Collection of information relevant to the performance of Local Agency's obligations under this contract shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of Local Agency's obligations. Such performance information shall be entered into the statewide Contract Management System at

intervals established herein and a final Evaluation, Review and Rating shall be rendered within 30 days of the end of the contract term. Local Agency shall be notified following each performance Evaluation and Review, and shall address or correct any identified problem in a timely manner and maintain work progress.

Should the final performance Evaluation and Review determine that Local Agency demonstrated a gross failure to meet the performance measures established hereunder, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by the Department of Transportation, and showing of good cause, may debar Local Agency and prohibit Local Agency from bidding on future contracts. Local Agency may contest the final Evaluation, Review and Rating by: (a) filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or (b) under CRS §24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §§24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of Local Agency, by the Executive Director, upon showing of good cause.

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Section 22. Special Provisions

These Special Provisions apply to all contracts except where noted in *italics*.

- A. **CONTROLLER'S APPROVAL.** CRS §24-30-202(1). This Contract shall not be valid until it has been approved by the Colorado State Controller or designee.
- B. **FUND AVAILABILITY.** CRS §24-30-202(5.5). Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.
- C. **GOVERNMENTAL IMMUNITY.** No term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.
- D. **INDEPENDENT CONTRACTOR.** Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Unemployment insurance benefits will be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this contract. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Contractor shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.
- E. **COMPLIANCE WITH LAW.** Contractor shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.
- F. **CHOICE OF LAW.** Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this contract, to the extent capable of execution.
- G. **BINDING ARBITRATION PROHIBITED.** The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this contract or incorporated herein by reference shall be null and void.
- H. **SOFTWARE PIRACY PROHIBITION.** Governor's Executive Order D 002 00. State or other public funds payable under this contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this contract, including, without limitation, immediate termination of this contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.
- I. **EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST.** CRS §§24-18-201 and 24-50-507. The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.
- J. **VENDOR OFFSET.** CRS §§24-30-202 (1) and 24-30-202.4. *[Not Applicable to intergovernmental agreements]* Subject to CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et seq.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required

to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.

- K. PUBLIC CONTRACTS FOR SERVICES. CRS §8-17.5-101.** *[Not Applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services]* Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this contract, through participation in the E-Verify Program or the Department program established pursuant to CRS §8-17.5-102(5)(c), Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor (a) shall not use E-Verify Program or Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed, (b) shall notify the subcontractor and the contracting State agency within three days if Contractor has actual knowledge that a subcontractor is employing or contracting with an illegal alien for work under this contract, (c) shall terminate the subcontract if a subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Contractor participates in the Department program, Contractor shall deliver to the contracting State agency, Institution of Higher Education or political subdivision a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Contractor fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the contracting State agency, institution of higher education or political subdivision may terminate this contract for breach and, if so terminated, Contractor shall be liable for damages.
- L. PUBLIC CONTRACTS WITH NATURAL PERSONS. CRS §24-76.5-101.** Contractor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 et seq., and (c) has produced one form of identification required by CRS §24-76.5-103 prior to the effective date of this contract.

Revised 1-1-09

Section 23. SIGNATURE PAGE

Agreement Routing Number: 16-HAA-XC-00022

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

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

<p style="text-align: center;">THE LOCAL AGENCY Town of Parker</p> <p>Name: _____ (print name)</p> <p>Title: _____ (print title)</p> <p>_____ *Signature</p> <p>Date: _____</p>	<p style="text-align: center;">STATE OF COLORADO John W. Hickenlooper, GOVERNOR Colorado Department of Transportation Shailen P. Bhatt, Executive Director</p> <p>By: <u>Joshua Laipply, P.E., Chief Engineer</u></p> <p>Date: _____</p>
<p style="text-align: center;">2nd Local Agency Signature if needed</p> <p>Name: _____ (print name)</p> <p>Title: _____ (print title)</p> <p>_____ *Signature</p> <p>Date: _____</p>	<p style="text-align: center;">LEGAL REVIEW Cynthia H. Coffman, Attorney General</p> <p>By: _____ Signature - Assistant Attorney General</p> <p>Date: _____</p>

ALL AGREEMENTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Agreements. This Agreement is not valid until signed and dated below by the State Controller or delegate. The Local Agency is not authorized to begin performance until such time. If The Local Agency begins performing prior thereto, the State of Colorado is not obligated to pay The Local Agency for such performance or for any goods and/or services provided hereunder.

<p style="text-align: center;">STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p>By: _____</p> <p style="text-align: center;">Colorado Department of Transportation</p> <p>Date: _____</p>

28. EXHIBIT A-SCOPE OF WORK

SCOPE OF WORK

TRAFFIC SIGNAL OPERATIONS AND MAINTENANCE SERVICES

A. CDOT SIGNALS TO BE OPERATED AND MAINTAINED BY TOWN OF PARKER

1. Parker Road @ Cottonwood Drive
2. Parker Road @ E-470 North Ramp
3. Parker Road @ E-470 South Ramp/Crown Crest Boulevard
4. Parker Road @ Pine Lane
5. Parker Road @ Ponderosa Avenue
6. Parker Road @ Lincoln Avenue
7. Parker Road @ Plaza Drive
8. Parker Road @ Main Street
9. Parker Road @ Hilltop Road/Twenty Mile Road
10. Parker Road @ Pine Drive/Indian Pipe Lane
11. Parker Road @ Hess Road
12. Parker Road @ J. Morgan Boulevard
13. Parker Road @ Stroh Road

B. TOWN OF PARKER RESPONSIBILITIES

1. All programming and operation of equipment associated with each traffic signal installation including but not limited to:
 - Intersection controller
 - Detection equipment
 - Conflict monitor
 - Communications equipment
 - UPS/Battery backup equipment
 - Opticom pre-emption equipment
 - Luminaries
2. Ongoing signal timing and coordination updates. A minimum of 3 time of day weekday plans and a weekend plan will be in use. At a minimum, the Town will perform an annual review of current operations.
3. Quarterly preventative maintenance actions. The following tasks shall be performed four times per calendar year.
 - Check for proper operation of controller/coordination by observing call/active display and front panel
 - Check proper operation of conflict monitor by removal of single load switch and ensure flashing operation begins
 - Check for proper detector operation on all actuated phases including pedestrian push buttons
 - Check operation of UPS system by turning off power at service feed

- disconnect
 - Check operation of Opticom pre-emption system with the switches on each card
 - Check all vehicle and pedestrian heads for proper alignment and secure mounting
 - Check all regulatory, illuminated street name, and ped push button signs for proper alignment and secure mounting
 - Check cabinet fan, air filter, fluorescent lights, door hinges, and base caulking
 - Check condition and accessibility of each pull box
 - Check condition of each signal pole including the presence of all hand hole covers and pole top and end caps
- 4. Annual preventative maintenance actions. The following tasks are to be performed once per year. These annual preventative maintenance tasks may be performed simultaneously with one of the quarterly inspections
 - Voltage and current readings (24V dc, input line AC)
 - Vacuum cabinet internals
 - Change door air filter
 - Perform full diagnostic test of conflict monitor with automated test equipment (Athens Technical Specialists, Inc. Model PCMT 2600 or equivalent)
 - Load test each individual battery in UPS system
 - Clean each Video detection camera lens
 - Check pole and mast arm for visible damage/cracking
- 5. Automated signal monitoring from a master traffic signal computer. This master computer will monitor the signal for operation errors, synchronize the controller time to WWV time, and will automatically page appropriate personnel if a failure of normal operation occurs.
- 6. Monthly payment of IREA electric supply to each traffic signal.
- 7. Routine signal repairs. Repairs of minor malfunctions will be started within two working days notice of any deficiency. Routine malfunctions typically would include but not be limited to:
 - Failed LED signal faces
 - Detection equipment in a failed "on" state
 - Damaged or missing signal lens visors
 - Burned out luminaries bulbs/failed photo cells
- 8. Emergency response and repairs. Repairs to major malfunctions shall be started within two hours notice of any deficiency. Major malfunctions typically would include but not be limited to:
 - Signal in flashing operation
 - Signal dark with no signal faces illuminated, but line power is available
 - Detection equipment in a failed "off" state
 - Equipment on signal pole or mast arm in immediate danger of falling
 - Signal poles or cabinets that have been damaged beyond use
- 9. Construction management of any new signals or signal rebuilds if said signal is identified in Section A of this exhibit.
- 10. Routine equipment upgrades such as new versions of controller or detector firmware, or equipment.
- 11. Perform locates of underground equipment including traffic signal conduits, power feeds, or communications infrastructure.

C. CDOT RESPONSIBILITIES

1. Payment to the Town of Parker a sum of \$300.00 per signal per month. Annual payments shall total \$46,800.00 based on 13 intersections identified in Section A. To reduce invoice paperwork, and to coincide with the Town's and CDOT's fiscal years, the Town shall invoice CDOT twice annually - \$23,400.00 shall be invoiced in January of each year, and \$23,400.00 shall be invoiced each July.
2. Payment for major rebuilds (in excess of \$2,000) of traffic signals where deficiencies have been identified. Major rebuilds would typically be required in but not limited to circumstances where the signal is at risk of structural failure, or the cabinet can no longer reliably protect the intersection equipment from moisture, vandals, or pests.

- 3 Provide the Town of Parker with raw turning movement counts for each intersection once per year to be used with signal timing plan development. Count hours shall cover the time periods 7:00-8:00, 12:00-13:00, 17:00-18:00.
- 4 Provide the Town of Parker with warranty and vendor information on all equipment including LED signal faces.
- 5 Maintain owners' insurance policy for each traffic signal.
- 6 Notify Town of Parker at 303-840-9546 when requests for locates are received.
- 7 Ongoing traffic operation responsibilities not associated with traffic signals such as maintenance of pavement markings and ground signs, pavement rehabilitation, pothole patching, snowplowing etc.
- 8 Provide the Town of Parker with any as-built or construction information on existing facilities for maintenance and utility locate purposes.

Local Agency
Ordinance
or
Resolution

30. EXHIBIT C – FUNDING PROVISIONS

Traffic Signal Maintenance Rate Schedule

13 Signals at \$300 per signal per month = \$3,900 per month

\$3,900 per month for 12 months = \$46,800 per year

The Town of Parker shall bill CDOT every January and July in the amount of \$23,400.00

SAMPLE IGA OPTION LETTER

Highway or Traffic Maintenance

(This option has been created by the Office of the State Controller for CDOT use only)

Date: _____	State Fiscal Year: _____	Option Letter No. _____	Routing # _____
-------------	--------------------------	-------------------------	-----------------

Vendor name: _____

1) SUBJECT:

Change in the amount of goods within current term.

2) REQUIRED PROVISIONS:

In accordance with Section 17 of contract routing number insert FY, agency code & routing #, between the State of Colorado, Department of Transportation, and insert Local Agency name the state hereby exercises the option to an increase/decrease in the amount of goods/services at the same rate(s) specified in Exhibit A.

The amount of the current Fiscal Year contract value (encumbrance) is increased/decreased by \$ amount of change to satisfy services/goods ordered under the contract for the current fiscal year insert fiscal year. The Contract Encumbrance Amount in Recital 1 is hereby modified to \$ amount of new annual encumbrance, and Section 4, B, 1 shall also be modified to show the annual not to exceed amount to \$ amount of new annual encumbrance and the Contract (five-year term) not to exceed amount shall be modified to \$ amount of the new five-year maximum.

The total contract value to include all previous amendments, option letters, etc. is \$ insert accumulated/total encumbrance amount.

3) EFFECTIVE DATE:

The effective date of this Option Letter is upon approval of the State Controller or delegate, whichever is later.

APPROVALS:

State of Colorado:

JOHN W. HICKENLOOPER, GOVERNOR

By: _____ Date: _____
Joshua Laipply, P.E., Chief Engineer, Colorado Department of Transportation

ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Local Agency is not authorized to begin performance until such time. If Local Agency begins performing prior thereto, the State of Colorado is not obligated to pay Local Agency for such performance or for any goods and/or services provided hereunder.

State Controller
Robert Jaros, CPA, MBA, JD

By: _____

Date: _____

Form date: August 16, 2013

ENCUMBRANCE LETTER

Date: <input type="text"/>	State Fiscal Year: <input type="text"/>	Encumbrance Letter No. <input type="text"/>	Routing #: <input type="text"/>
		Orig. IGA: <input type="text"/>	PO: <input type="text"/>

- 1) **Encumber fiscal year funding in the contract.**
- 2) **PROVISIONS:** In accordance with Section 4 and Exhibit C of the original Contract routing number Orig Routing # between the State of Colorado, Department of Transportation, and Contractor's Name, covering the term July 1, Year through June 30, Year, the State hereby encumbers funds for the goods/services specified in the contract for fiscal year Year.

The amount to be encumbered by this Encumbrance Letter is \$amount of change. The Total contract (encumbrance) amount, including all previous amendments, option letters, etc. is \$Insert New \$ Amt.

- 3) **EFFECTIVE DATE.** The effective date of this Encumbrance Letter is upon approval of the State Controller.

STATE OF COLORADO
John W. Hickenlooper, GOVERNOR
 Department of Transportation

By: _____
Joshua Laipply, P.E., Chief Engineer
 (For) **Shailen P. Bhatt, Executive Director**

Date: _____

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____
 Department of Transportation

Date: _____

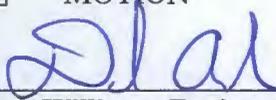


ITEM NO: 7C
DATE: 04/04/2016

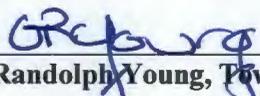
REQUEST FOR TOWN COUNCIL ACTION

TITLE: ORDINANCE NO. 1.478 – A Bill for an Ordinance Stating the Intent of the Town of Parker to Acquire Real Property for the Purpose of Constructing, Widening and Improving Chambers Road, 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

- PUBLIC HEARING ORDINANCE FOR 1ST READING (04/04/2016)
- CONTRACT ORDINANCE FOR 2ND READING (04/18/2016)
- MOTION RESOLUTION

sn 

Tom Williams, Engineering Director



G. Randolph Young, Town Administrator

ISSUE:
Acquisition of rights-of-way and easements needed to construct a pedestrian bridge on Chambers Road.

PRIOR ACTION:
None.

FUNDING/BUDGET IMPACT:
Funding for the widening of Chambers Road between Hess Road and Mainstreet which includes the pedestrian bridge is included in the approved 2016 budget.

BACKGROUND:
In 2015, Town Council approved an intergovernmental agreement (IGA) with the Douglas County School District (DCSD) related to the construction of a pedestrian bridge near Gold Rush Elementary School over Chambers Road. The design for Chambers Road was completed in late-2015 and areas were identified that are needed for the construction of this pedestrian bridge. The abutments for the bridge are outside of the existing Chambers Road right-of-way. In addition, the existing sidewalk on both sides of the roadway will require reconstruction to allow for them to meet ADA (Americans with Disabilities Act) requirements. These areas are on Horse Creek HOA open space property. The Town would like to complete the construction of the pedestrian bridge concurrently with the roadway widening construction from Mainstreet to Hess Road. The summary of parcels and temporary construction easements is as follows:

- 1) Parcels – Two (2) legal descriptions
- 2) Temporary Construction Easements – Two (2) legal descriptions

The Town has discussed the pedestrian bridge project with the HOA leadership, the HOA's management representative and the HOA's attorney.

RECOMMENDATION:

Approve the ordinance.

PREPARED/REVIEWED BY:

- 1) Chris Hudson, CIP & Construction Manager
- 2) Jim Maloney, Town Attorney

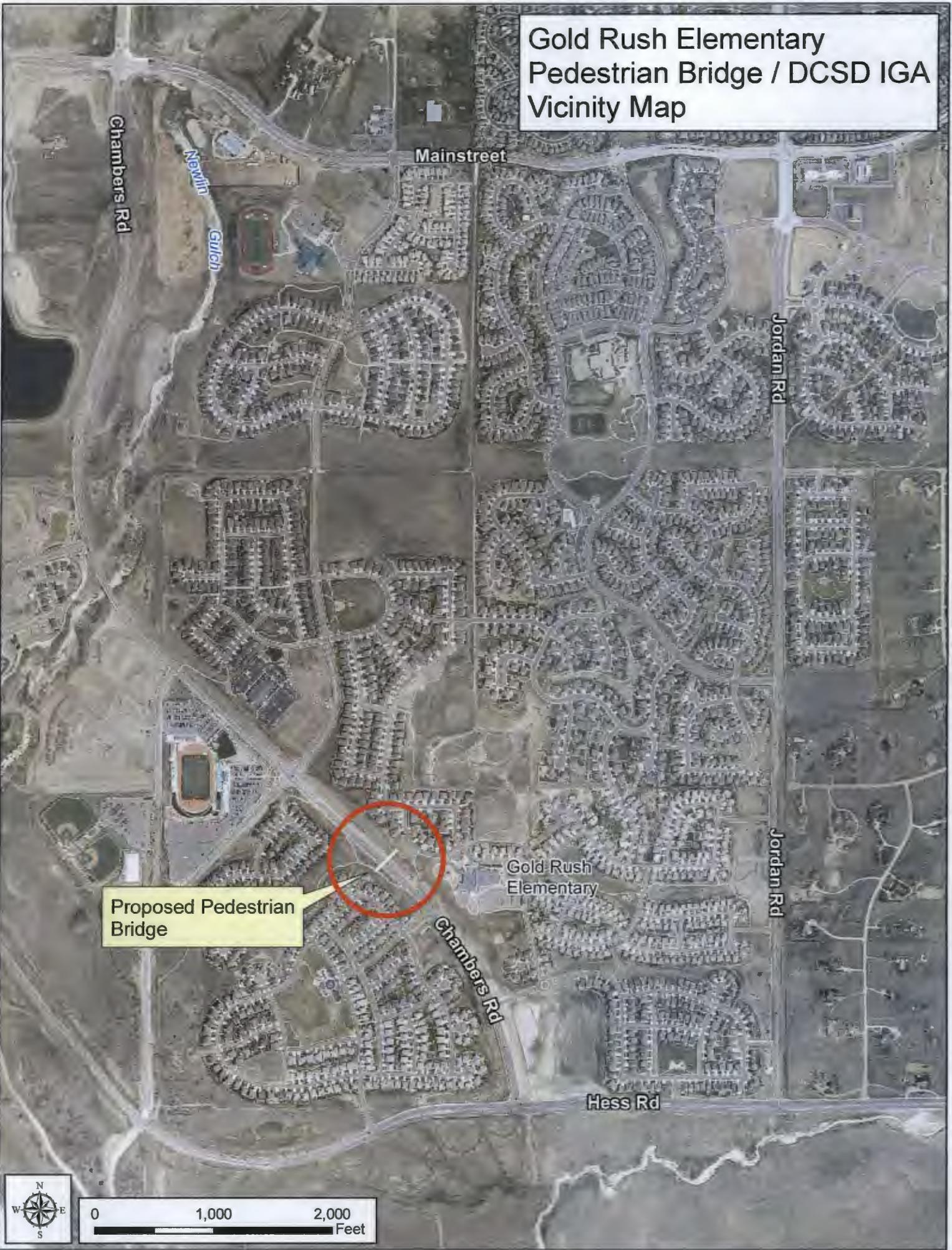
ATTACHMENTS:

- 1) Vicinity Map (1 page)
- 2) Ordinance (2 pages)
- 3) Exhibit A (to the Ordinance – 4 pages)
- 4) Exhibit B (to the Ordinance – 4 pages)
- 5) Exhibit C (to the Ordinance – 1 page)

RECOMMENDED MOTION:

"I move to approve Ordinance No. 1.478 on first reading and schedule second reading for April 18, 2016, as a part of the consent agenda."

Gold Rush Elementary
Pedestrian Bridge / DCSD IGA
Vicinity Map



Proposed Pedestrian Bridge



0 1,000 2,000 Feet

ORDINANCE NO. 1.478, Series of 2016

TITLE: A BILL FOR AN ORDINANCE STATING THE INTENT OF THE TOWN OF PARKER TO ACQUIRE REAL PROPERTY FOR THE PURPOSE OF CONSTRUCTING, WIDENING AND IMPROVING CHAMBERS ROAD, 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

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

WHEREAS, the Town of Parker wishes to acquire the parcels of property more particularly described in **Exhibit A** (rights-of-way) and **Exhibit B** (temporary construction easement acquisitions) attached hereto and incorporated herein by this reference (collectively, the "Subject Properties"), for the purpose of constructing and improving Chambers Road, a Town roadway, as generally depicted on **Exhibit C**, which is attached hereto and incorporated by this reference ; and

WHEREAS, the Town Council of the Town of Parker wishes to comply with all applicable provisions of C.R.S. § 38-1-101, *et seq.*, including, but not limited to, the notice and negotiation requirements and provisions thereof.

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

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

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

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

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

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

Section 6. Safety Clause. The Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Parker, that it is promulgated for the health, safety and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Town Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be attained. 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 7. Severability. If any clause, sentence, paragraph or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

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

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

A PARCEL OF LAND BEING A PORTION OF TRACT A, DOUGLAS 234 FILING NO. 5 RECORDED AT RECEPTION NO. 2004038425 IN THE RECORDS OF THE DOUGLAS COUNTY, COLORADO CLERK AND RECORDER'S OFFICE, SITUATED IN THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, SAID COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 7 SAID DOUGLAS 234 FILING NO. 5, AND CONSIDERING THE SOUTHERLY LINE OF SAID LOT 7 TO BEAR SOUTH 71°52'39" WEST, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE SOUTH 18°16'33" WEST, A DISTANCE OF 142.64 FEET TO THE **POINT OF BEGINNING**;

THENCE SOUTH 46°55'10" EAST, A DISTANCE OF 89.90 FEET;

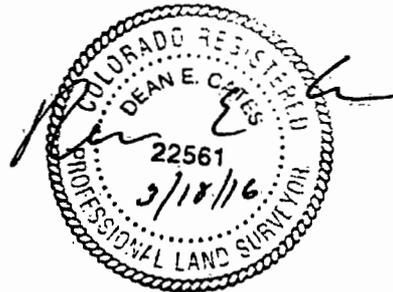
THENCE SOUTH 43°04'50" WEST, A DISTANCE OF 41.63 FEET TO THE SOUTHWESTERLY BOUNDARY OF SAID TRACT A;

THENCE ALONG SAID SOUTHWESTERLY BOUNDARY NORTH 46°55'10" WEST, A DISTANCE OF 89.90 FEET;

THENCE DEPARTING SAID SOUTHWESTERLY BOUNDARY NORTH 43°04'50" EAST, A DISTANCE OF 41.63 FEET TO THE **POINT OF BEGINNING**.

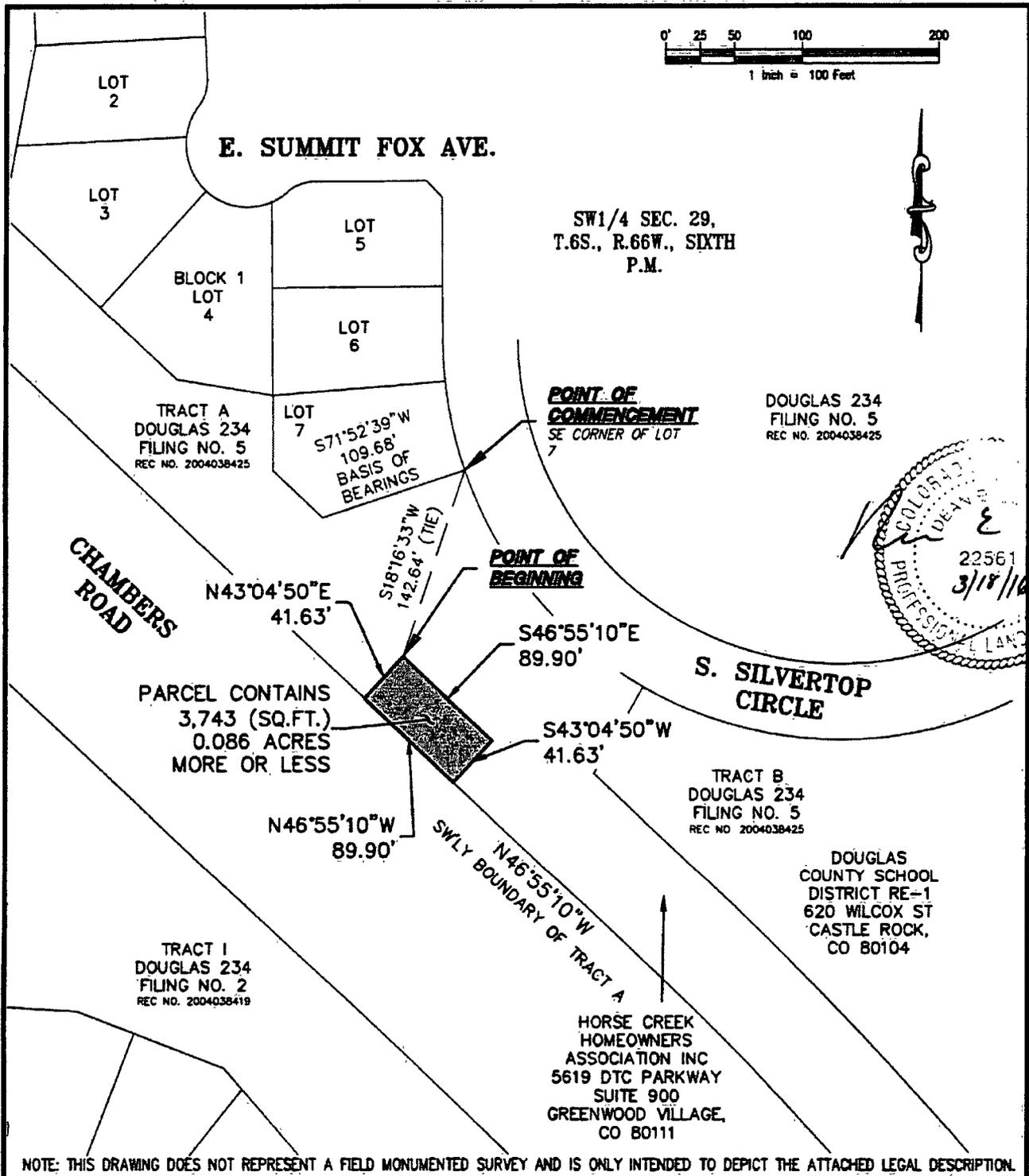
CONTAINING AN AREA OF 0.086 ACRES, (3,743 SQUARE FEET), MORE OR LESS.

EXHIBIT ATTACHED AND MADE A PART HEREOF.



DEAN E. CATES PLS 22561
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVE., SUITE 1, LITTLETON, CO 80122,
303-713-1898

ILLUSTRATION TO EXHIBIT A



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

PATH: V:\24915-20\DWG
 DWG NAME: TRACT A PARCEL
 DWG: BJM CHK: DEC
 DATE: 3/18/2016
 SCALE: 1" = 100'


AZTEC
 CONSULTANTS, INC.

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

EXHIBIT A
 SW 1/4 SEC. 29, T6S, R66W, 6TH P.M.
 DOUGLAS COUNTY, COLORADO
 JOB NUMBER 24915-20 2 OF 2 SHEETS

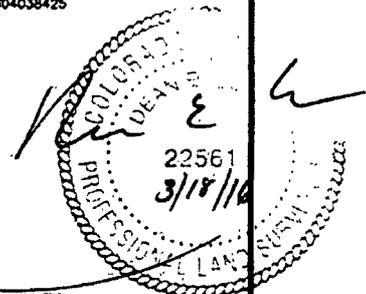


EXHIBIT A

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF TRACT I, DOUGLAS 234 FILING NO. 2 RECORDED AT RECEPTION NO. 2004038419 IN THE RECORDS OF THE DOUGLAS COUNTY, COLORADO CLERK AND RECORDER'S OFFICE, SITUATED IN THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, SAID COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF SAID TRACT I AND CONSIDERING THE NORTHEASTERLY BOUNDARY OF SAID TRACT I TO BEAR SOUTH 46°55'10" EAST, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE ALONG SAID NORTHEASTERLY BOUNDARY SOUTH 46°55'10" EAST, A DISTANCE OF 320.62 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID NORTHEASTERLY BOUNDARY SOUTH 46°55'10" EAST, A DISTANCE OF 122.75 FEET;

THENCE DEPARTING SAID NORTHEASTERLY BOUNDARY SOUTH 43°04'50" WEST, A DISTANCE OF 37.71 FEET;

THENCE NORTH 46°55'10" WEST, A DISTANCE OF 122.75 FEET;

THENCE NORTH 43°04'50" EAST, A DISTANCE OF 37.71 FEET TO THE **POINT OF BEGINNING**.

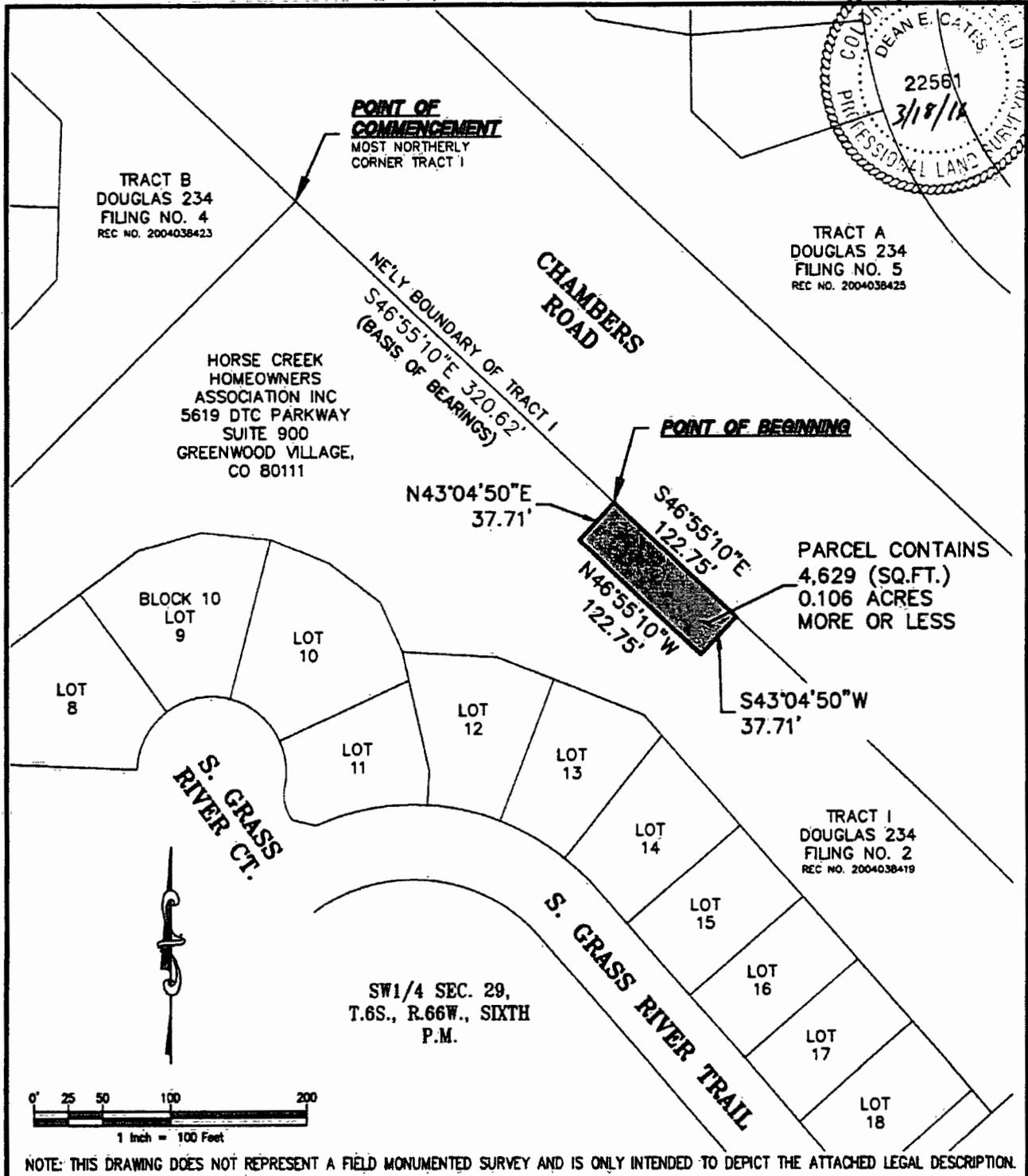
CONTAINING AN AREA OF 0.106 ACRES, (4,629 SQUARE FEET), MORE OR LESS.

EXHIBIT ATTACHED AND MADE A PART HEREOF.



DEAN E. CATES PLS 22561
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVE., SUITE 1, LITTLETON, CO 80122,
303-713-1898

ILLUSTRATION TO EXHIBIT A



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

PATH: V:\24915-20\DWG
 DWG NAME: TRACT I PARCEL
 DWG: BJM CHK: DEC
 DATE: 3/18/2016
 SCALE: 1" = 100'

AZTEC
 CONSULTANTS, INC.

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

EXHIBIT A
 SW 1/4 SEC. 29, T6S, R66W, 6TH P.M.
 DOUGLAS COUNTY, COLORADO
 JOB NUMBER 24915-20 2 OF 2 SHEETS

EXHIBIT B

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF TRACT A, DOUGLAS 234 FILING NO. 5 RECORDED AT RECEPTION NO. 2004038425 IN THE RECORDS OF THE DOUGLAS COUNTY, COLORADO CLERK AND RECORDER'S OFFICE, SITUATED IN THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, SAID COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF TRACT B, SAID DOUGLAS 234 FILING NO. 5, WHENCE THE NORTHWESTERLY LINE OF SAID TRACT B BEARS SOUTH 29°43'23" WEST, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE ALONG THE NORTHWESTERLY AND SOUTHWESTERLY LINES OF SAID TRACT B THE FOLLOWING (3) COURSES:

- 1) SOUTH 29°43'23" WEST, A DISTANCE OF 72.53 FEET;
- 2) SOUTH 46°55'10" EAST, A DISTANCE OF 89.22 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 3,160.00 FEET;
- 3) SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°08'08", AN ARC LENGTH OF 7.48 FEET;

THENCE DEPARTING SAID SOUTHWESTERLY LINE NON-TANGENT TO SAID CURVE SOUTH 11°03'32" WEST, A DISTANCE OF 22.58 FEET;

THENCE SOUTH 43°31'45" WEST, A DISTANCE OF 55.91 FEET TO THE SOUTHWESTERLY LINE OF SAID TRACT A AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 3,085.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 43°26'01" WEST;

THENCE ALONG THE SOUTHWESTERLY LINES OF SAID TRACT A THE FOLLOWING TWO (2) COURSES:

- 1) NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°21'11", AN ARC LENGTH OF 19.01 FEET;
- 2) TANGENT TO SAID CURVE NORTH 46°55'10" WEST, A DISTANCE OF 358.38 FEET;

THENCE DEPARTING SAID SOUTHWESTERLY LINE SOUTH 73°46'09" EAST, A DISTANCE OF 250.12 FEET;

THENCE NORTH 59°26'23" EAST, A DISTANCE OF 29.63 FEET TO THE NORTHEASTERLY LINE OF SAID TRACT A AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 292.50 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 33°53'53" EAST;

THENCE ALONG SAID NORTHEASTERLY LINE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°10'34", AN ARC LENGTH OF 21.32 FEET TO THE POINT OF BEGINNING.

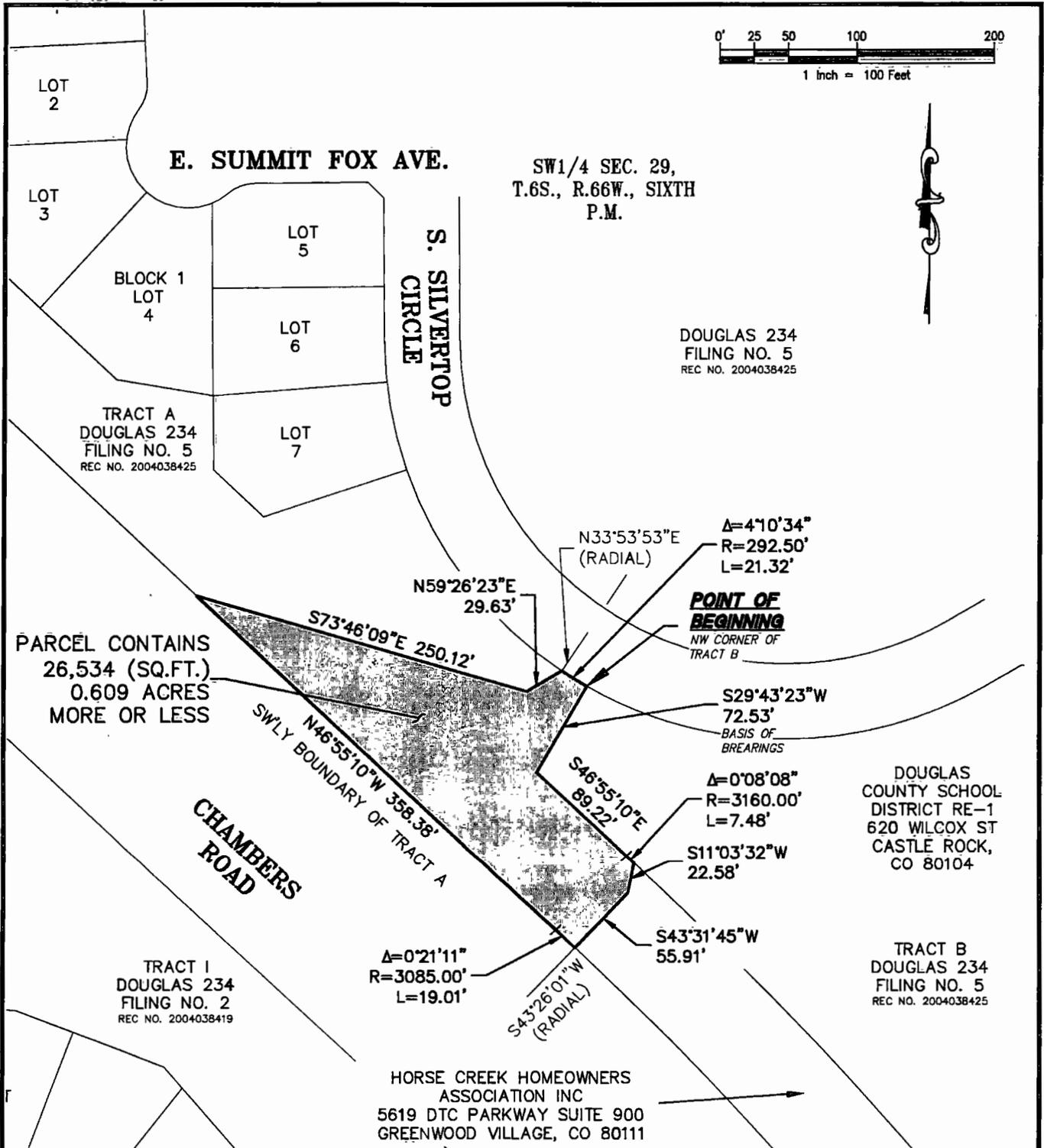
CONTAINING AN AREA OF 0.609 ACRES, (26,534 SQUARE FEET), MORE OR LESS.

EXHIBIT ATTACHED AND MADE A PART HEREOF.



DEAN E. CATES PLS 22561
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVE., SUITE 1, LITTLETON, CO 80122,
303-713-1898

ILLUSTRATION TO EXHIBIT B



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

PATH: V:\24915-20\DWG
 DWG NAME: TEMPORARY ESMT - TRACT A
 DWG: BJM CHK: DEC
 DATE: 8/18/2015
 SCALE: 1" = 100'



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

TEMPORARY EASEMENT EXHIBIT
 SW 1/4 SEC. 29, T6S, R66W, 6TH P.M.
 DOUGLAS COUNTY, COLORADO

JOB NUMBER 24915-20

3 OF 3 SHEETS

EXHIBIT B

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF TRACT I, DOUGLAS 234 FILING NO. 2 RECORDED AT RECEPTION NO. 2004038419 IN THE RECORDS OF THE DOUGLAS COUNTY, COLORADO CLERK AND RECORDER'S OFFICE, SITUATED IN THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, SAID COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF SAID TRACT I AND CONSIDERING THE NORTHEASTERLY BOUNDARY OF SAID TRACT I TO BEAR SOUTH 46°55'10" EAST, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE ALONG SAID NORTHEASTERLY BOUNDARY THE FOLLOWING (3) COURSES:

1. SOUTH 46°55'10" EAST, A DISTANCE OF 315.62 FEET TO THE **POINT OF BEGINNING**;
2. SOUTH 46°55'10" EAST, A DISTANCE OF 265.59 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 2,915.00 FEET;
3. SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°42'12", AN ARC LENGTH OF 239.29 FEET;

THENCE DEPARTING SAID NORTHEASTERLY BOUNDARY NON-TANGENT TO SAID CURVE NORTH 60°32'52" WEST, A DISTANCE OF 300.95 FEET;

THENCE NORTH 52°18'12" WEST, A DISTANCE OF 382.93 FEET;

THENCE NORTH 37°34'35" EAST, A DISTANCE OF 45.86 FEET;

THENCE SOUTH 63°56'38" EAST, A DISTANCE OF 181.46 FEET;

THENCE NORTH 43°04'50" EAST, A DISTANCE OF 17.88 FEET TO THE **POINT OF BEGINNING**.

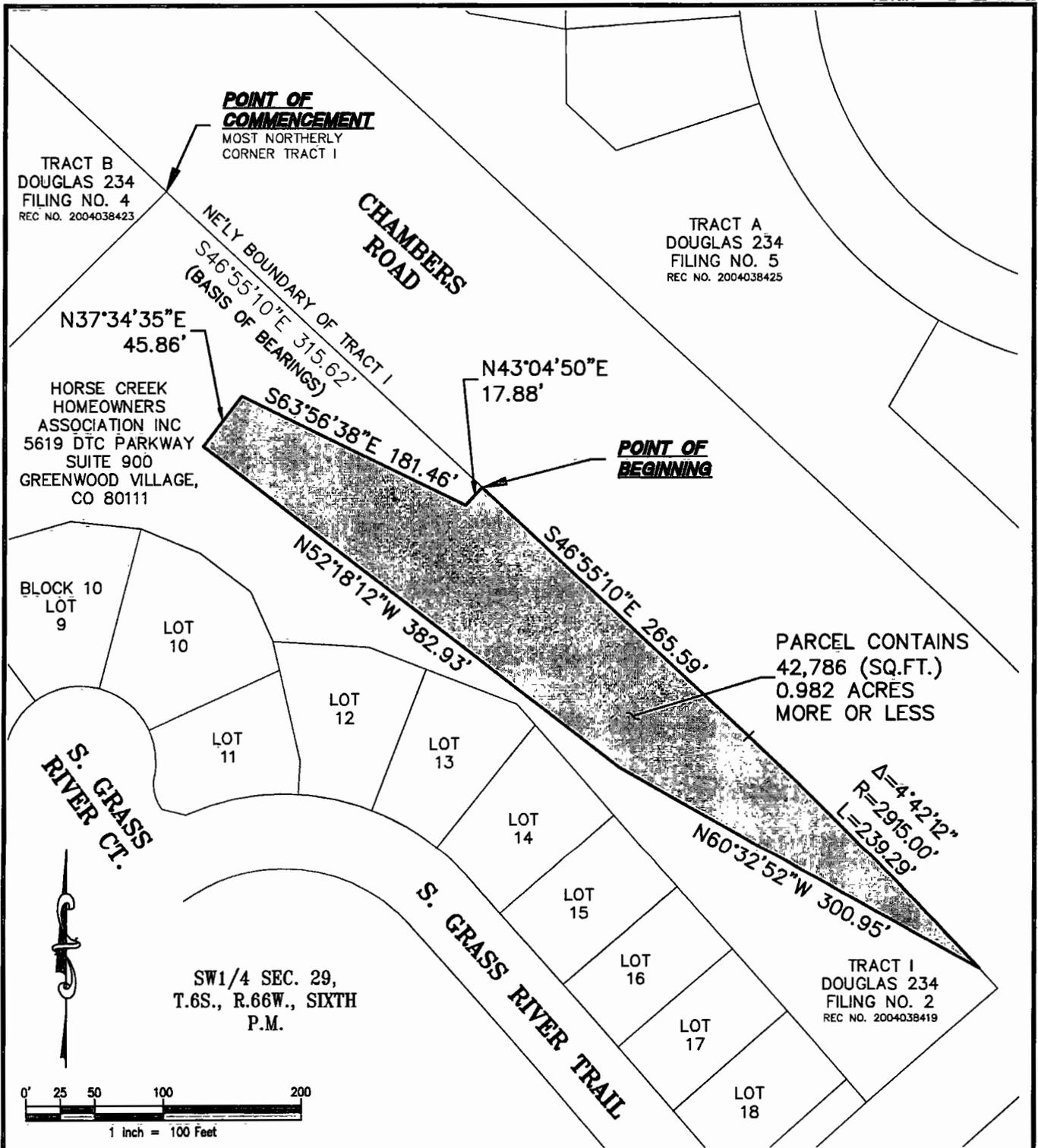
CONTAINING AN AREA OF 0.982 ACRES, (42,786 SQUARE FEET), MORE OR LESS.

EXHIBIT ATTACHED AND MADE A PART HEREOF.



DEAN E. CATES PLS 22561
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVE., SUITE 1, LITTLETON, CO 80122,
303-713-1898

ILLUSTRATION TO EXHIBIT B



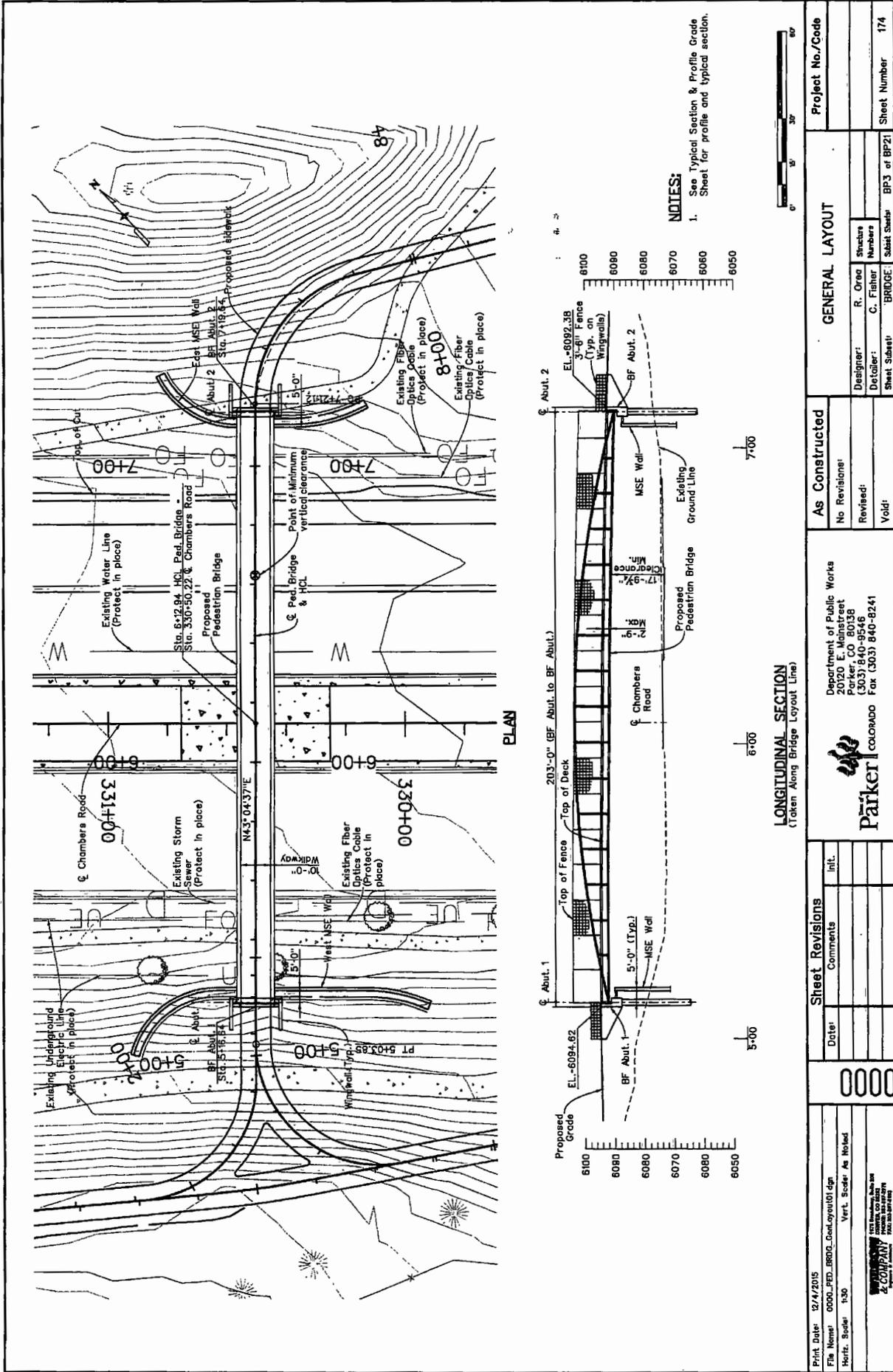
NOTE: THIS DRAWING DOES NOT REPRESENT A FIELD MONUMENTED SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

PATH: V:\24915-20\DWG
 DWG NAME: TEMPORARY ESMT - TRACT I
 DWG: BJM - CHK: DEC
 DATE: 8/18/2015
 SCALE: 1" = 100'

AZTEC
CONSULTANTS, INC.

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

TEMPORARY EASEMENT EXHIBIT
 SW 1/4 SEC. 29, T6S, R66W, 6TH P.M.
 DOUGLAS COUNTY, COLORADO
 JOB NUMBER 24915-20 2 OF 2 SHEETS



NOTES:
 1. See Typical Section & Profile Grade Sheet for profile and typical section.



Print Date: 12/1/2015 File Name: 0000_FED_BR02_ConvLayout01.dgn Horiz. Scale: 1"=30' Vert. Scale: As Noted		Department of Public Works 2020 E. Mainstreet Parker, CO 80138 (303) 840-9546 (303) 840-8241		AS Constructed No Revisions! Revised: Void:		GENERAL LAYOUT Designer: R. Area Checker: C. Fisher Sheet No./Code: BRIDGE Subst Station BP3 of BR21 Sheet Number: 174	
Sheet Revisions Date: Comments:		0000		No Revisions! Revised: Void:		Project No./Code	

EXHIBIT C - SHEET 1 of 1

Design	DATE	DESCRIPTION



ITEM NO: 7D
DATE: 04/04/2016

REQUEST FOR TOWN COUNCIL ACTION

TITLE: RESOLUTION NO. 16-025 - A Resolution to Determine, Upon Recommendation of the Town Administrator, That the Public Interest Will be Served by a Single Source Contract Regarding the Mainstreet Overhead Decorative Lighting Project.

- | | |
|---|--|
| <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 |



Tom Williams, Engineering Director



G. Randolph Young, Town Administrator

ISSUE:

Contracting method approval for the Mainstreet overhead decorative lighting project.

PRIOR ACTION:

None

FUNDING/BUDGET IMPACT:

The Town has budgeted for the Mainstreet overhead decorative lighting project.

BACKGROUND:

On April 5, 2005, the voters of the Town of Parker approved an amendment to Section 15.8 of the Town of Parker Charter. This amendment allows the Town Council to award contracts for the construction of public works project in the manner established by ordinance. On April 18, 2005, Town Council approved an ordinance that resulted in a change to Section 11.13.030(a) of the Parker Municipal Code as follows:

“(a) Every contract for a public works project in an amount that exceeds one hundred thousand dollars (\$100,000.00) shall be by bid, unless the Town Council determines, upon recommendation of the Town Administrator, that the public interest will be best served by competitive proposal or by negotiating a contract with a single contractor.”

Town staff would like to negotiate a contract for the Mainstreet overhead decorative lighting project with YESCO. YESCO was the only identified vendor that could provide the expertise associated with the necessary engineering services, lighting bracket fabrication and the installation services for the entire project. Attached to this request for Town Council action is a memorandum from Engineering Director, Tom Williams to Town Administrator, Randy Young that provides the reasons for this proposed sole source negotiations. It is the recommendation of

the Town Administrator, for the reasons specified in the attached memorandum from the Engineering Department Director, that the public interest will be best served by negotiating a contract with a single contractor for the Mainstreet overhead decorative lighting project. Town staff will utilize a standard Town of Parker trade contractor agreement with a not-to-exceed price. The actual contract will be added to a future Town Council meeting agenda for review/approval. A resolution is needed to approve this project's contracting method.

RECOMMENDATION:

Approve the resolution.

PREPARED/REVIEWED BY:

- 1) Weldy Feazell, Business Retention and Marketing Manager
- 2) Chris Hudson, CIP and Construction Manager
- 3) Tom Williams, Engineering Director
- 4) Jim Maloney, Town Attorney
- 5) Randy Young, Town Administrator

ATTACHMENTS:

- 1) Engineering Memorandum dated March 16, 2016 (2 pages)
- 2) Resolution (2 pages)

RECOMMENDED MOTION:

"I move to approve Resolution No. 16-025, as a part of the consent agenda."



PARKER
C O L O R A D O

Engineering Department Memorandum

To: Randy Young, Town Administrator

From: Tom Williams, Director of Engineering 

Date: March 16, 2016

RE: Mainstreet Overhead Decorative Lighting

The purpose of this memo is to provide a recommendation for contracting methods concerning the Mainstreet overhead decorative lighting project.

Consistent with Section 11.13.030 of the "Town of Parker Municipal Code", the Engineering Department is asking the Town Administrator to make a recommendation to Mayor and Town Council that the public interest will be best served by delivering and procuring general construction services utilizing the single source contract proposal method. Specifically, the Engineering Department is proposing to utilize a standard Town of Parker trade contractor agreement with a not to exceed price. It should be noted this memo is primarily administrative and is intended to memorialize previous discussions/directions between Council and Staff concerning this subject in April of 2016. The final trade contractor agreement will be brought to Council at a later date for approval.

The Engineering Department recommends using this contracting method due to the complexity and risks associated with this type of project. The project will benefit by having the expertise of a vendor that can not only install the lights, and provide the necessary engineering associated with the lighting solution. The design of the Mainstreet overhead decorative lighting is critical to this project as the lights themselves will need to withstand wind gusts of 100 miles per hour to ensure that high winds will not cause the lights to fall or damage the surrounding buildings or improvements. Additionally, the Town's financial risks will be kept in check by including a not to exceed price as part of the contract.

The use of a single source contracting method is due to the unique nature of this project. YESCO Sign and Lighting Service is the selected vendor for the Mainstreet overhead decorative lighting project. The Economic Development Department reached out to several lighting companies and it was determined that YESCO was the only company that could provide the engineering services, lighting bracket fabrication, and the installation services needed for the entire project. The other lighting companies that were contacted could only provide the installation services. Therefore, the Engineering Department recommends the use of a single source contract with YESCO for this contract.

The Engineering Department Director recommends that the Town Administrator advise Mayor and Town Council of our request and proceed by submitting a resolution in accordance with Section 11.13.030 of the Town of Parker Municipal Code.

RESOLUTION NO. 16-025, Series of 2016

TITLE: A RESOLUTION TO DETERMINE, UPON RECOMMENDATION OF THE TOWN ADMINISTRATOR, THAT THE PUBLIC INTEREST WILL BE SERVED BY A SINGLE SOURCE CONTRACT CONCERNING THE MAINSTREET OVERHEAD DECORATIVE LIGHTING PROJECT

WHEREAS, on April 5, 2005, the voters of the Town of Parker approved an amendment to Section 15.8 of the Town of Parker Home Rule Charter (the "Amendment");

WHEREAS, the Amendment allows the Town Council to award contracts for the construction of public works in the manner established by ordinance;

WHEREAS, on April 18, 2005, the Town Council, pursuant to the Amendment, established by ordinance the procedure for awarding contracts for the construction of public works (the "Public Works Ordinance");

WHEREAS the Public Works Ordinance provides that public works projects in excess of \$100,000 shall be by bid "unless the Town Council determines, upon recommendation of the Town Administrator, that the public interest will be best served by competitive proposal or by negotiating a contract with a single contractor;"

WHEREAS, the Town Administrator recommends that the public interest will be best served by negotiating a contract with a single contractor for the construction of the Mainstreet Overhead Decorative Lighting project; and

WHEREAS, the Town Council of the Town of Parker believes that the public interest will be best served by negotiating a contract with a single contractor for the construction of the Mainstreet Overhead Decorative Lighting project.

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

Section 1. The Town Council determines, upon recommendation of the Town Administrator, that the public interest will be best served by negotiating a contract with a single contractor to complete the work, as provided by Chapter 11.13 of the Parker Municipal Code, as amended, for the construction of the Mainstreet Overhead Decorative Lighting project.

RESOLVED AND PASSED this ____ day of _____, 2016.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

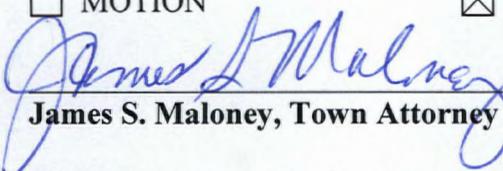


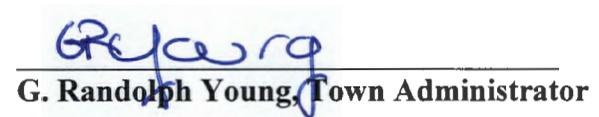
ITEM NO: 7E
DATE: 04/04/2016

REQUEST FOR TOWN COUNCIL ACTION

TITLE: RESOLUTION NO. 16-026 – A Resolution Accepting the Donation of Real Property from Miramont Parker, LLC

- | | |
|---|--|
| <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 |


James S. Maloney, Town Attorney


G. Randolph Young, Town Administrator

ISSUE: Miramont Parker, LLC (“Miramont”), is requesting that the Town sign IRS Form 8283 to acknowledge a donation of open space to the Town along Cherry Creek, that was previously a part of real property commonly known as the “Kmieciak property.”

PRIOR ACTION: The Kmieciak property was platted on November 18, 2013, at which time the Cherry Creek open space that is the subject of this request was dedicated to the Town at no cost to the Town.

FUNDING/BUDGET IMPACT: None

BACKGROUND: Miramont developed the Kmieciak property that is described in the attached vicinity map for a family medical office. According to the annexation agreement for the annexation of the Kmieciak property, there was no requirement that the Cherry Creek open space that is also described in the vicinity map be dedicated to the Town. Additionally, under the Town’s subdivision regulations, there is no requirement that open space be dedicated as part of a nonresidential development.

The Kmieciak property was platted on November 18, 2013, at which time the Cherry Creek open space was dedicated to the Town at no cost to the Town. On March 11, 2016, Miramont provided the IRS form attached to the resolution for consideration by the Town. For the reason that the Town did not (and could not) require the dedication of the Cherry Creek open space and for the reason that the Cherry Creek open space was conveyed at no cost to the Town, the dedication of this open space does constitute a donation.

RECOMMENDATION: Approve.

PREPARED/REVIEWED BY: Patrick Mulready, Senior Planner; James S. Maloney, Town Attorney

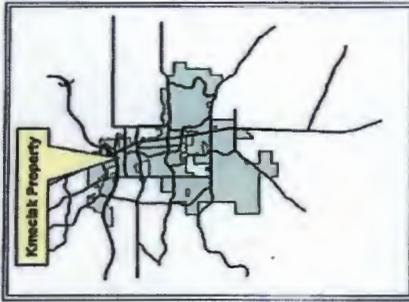
ATTACHMENT(S): 1. Vicinity Map; 2. Resolution No. 16-026, with attached IRS Form

RECOMMENDED MOTION: "I move to approve Resolution No. 16-026, as a part of the consent agenda."



Kmeciak Property

Miramont Family Medical Open Space Dedication



Legend

- Town Boundary
- Site
- Roads

Narrative:
 Miramont Family Medical Office dedicated the open space within the Cherry Creek 100 year floodplain as part of a Minor Development Plat in 2015.

Town Council:
 April 4, 2016



RESOLUTION NO. 16-026, Series of 2016

TITLE: A RESOLUTION ACCEPTING THE DONATION OF REAL PROPERTY FROM MIRAMONT PARKER, LLC

WHEREAS, the Town Council of the Town of Parker desires to accept the donation of certain real property from Miramont Parker, LLC;

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

WHEREAS, the Town Council of the Town of Parker desires to accept the donation of the property interests specified hereinbelow to the Town by this Resolution.

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

Section 1. The Town Council of the Town of Parker hereby accepts the donation of real property from Miramont Parker, LLC, as provided by plat dedication.

Section 2. The Town Council of the Town of Parker hereby authorizes the Mayor to execute IRS Form 8283, which is attached as **Exhibit 1** and incorporated by this reference.

RESOLVED AND PASSED this _____ day of _____, 2016.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

Form **8283**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Noncash Charitable Contributions

▶ Attach to your tax return if you claimed a total deduction of over \$500 for all contributed property.

▶ Information about Form 8283 and its separate instructions is at www.irs.gov/form8283.

OMB No. 1545-0008

Attachment Sequence No. **155**

Identifying number

XX-XXX4085

Name(s) shown on your income tax return

MIRAMONT PARKER LLC

Note. Figure the amount of your contribution deduction before completing this form. See your tax return instructions.

Section A. Donated Property of \$5,000 or Less and Publicly Traded Securities—List in this section only items (or groups of similar items) for which you claimed a deduction of \$5,000 or less. Also list publicly traded securities even if the deduction is more than \$5,000 (see instructions).

Part I Information on Donated Property—If you need more space, attach a statement.

i	(a) Name and address of the donee organization	(b) If donated property is a vehicle (see instructions), check the box. Also enter the vehicle identification number (unless Form 1098-C is attached).	(c) Description of donated property (For a vehicle, enter the year, make, model, and mileage. For securities, enter the company name and the number of shares.)
A		<input type="checkbox"/>	
B		<input type="checkbox"/>	
C		<input type="checkbox"/>	
D		<input type="checkbox"/>	
E		<input type="checkbox"/>	

Note. If the amount you claimed as a deduction for an item is \$500 or less, you do not have to complete columns (e), (f), and (g).

	(d) Date of the contribution	(e) Date acquired by donor (mo., yr.)	(f) How acquired by donor	(g) Donor's cost or adjusted basis	(h) Fair market value (see instructions)	(i) Method used to determine the fair market value
A						
B						
C						
D						
E						

Part II Partial Interests and Restricted Use Property—Complete lines 2a through 2e if you gave less than an entire interest in a property listed in Part I. Complete lines 3a through 3c if conditions were placed on a contribution listed in Part I; also attach the required statement (see instructions).

- 2a Enter the letter from Part I that identifies the property for which you gave less than an entire interest ▶ _____
If Part II applies to more than one property, attach a separate statement.
- b Total amount claimed as a deduction for the property listed in Part I: (1) For this tax year ▶ _____
(2) For any prior tax years ▶ _____
- c Name and address of each organization to which any such contribution was made in a prior year (complete only if different from the donee organization above):
Name of charitable organization (donee) _____
Address (number, street, and room or suite no.) _____
City or town, state, and ZIP code _____
- d For tangible property, enter the place where the property is located or kept ▶ _____
- e Name of any person, other than the donee organization, having actual possession of the property ▶ _____

- 3a Is there a restriction, either temporary or permanent, on the donee's right to use or dispose of the donated property?
- b Did you give to anyone (other than the donee organization or another organization participating with the donee organization in cooperative fundraising) the right to the income from the donated property or to the possession of the property, including the right to vote donated securities, to acquire the property by purchase or otherwise, or to designate the person having such income, possession, or right to acquire?
- c Is there a restriction limiting the donated property for a particular use?

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>

Name(s) shown on your income tax return

Miramont Parker LLC

Identifying number

XX-XX4085

Section B. Donated Property Over \$5,000 (Except Publicly Traded Securities)—Complete this section for one item (or one group of similar items) for which you claimed a deduction of more than \$5,000 per item or group (except contributions of publicly traded securities reported in Section A). Provide a separate form for each property donated unless it is part of a group of similar items. An appraisal is generally required for property listed in Section B. See instructions.

Part II Information on Donated Property—To be completed by the taxpayer and/or the appraiser.

4 Check the box that describes the type of property donated:

- a Art* (contribution of \$20,000 or more)
- b Qualified Conservation Contribution
- c Equipment
- d Art* (contribution of less than \$20,000)
- e Other Real Estate
- f Securities
- g Collectibles**
- h Intellectual Property
- i Vehicles
- j Other

*Art includes paintings, sculptures, watercolors, prints, drawings, ceramics, antiques, decorative arts, textiles, carpets, silver, rare manuscripts, historical memorabilia, and other similar objects.

**Collectibles include coins, stamps, books, gems, jewelry, sports memorabilia, dolls, etc., but not art as defined above.

Note. In certain cases, you must attach a qualified appraisal of the property. See instructions.

5	(a) Description of donated property (if you need more space, attach a separate statement)	(b) If tangible property was donated, give a brief summary of the overall physical condition of the property at the time of the gift	(c) Appraised fair market value
A	LAND AND IMPROVEMENTS		464,739
B			
C			
D			

	(d) Date acquired by donor (mo., yr.)	(e) How acquired by donor	(f) Donor's cost or adjusted basis	(g) For bargain sales, enter amount received	See instructions	
					(h) Amount claimed as a deduction	(i) Date of contribution
A	12/28/2012	PURCHASE	464,739		464,739	7/27/2015
B						
C						
D						

Part I Taxpayer (Donor) Statement—List each item included in Part I above that the appraisal identifies as having a value of \$500 or less. See instructions.

I declare that the following item(s) included in Part I above has to the best of my knowledge and belief an appraised value of not more than \$500 (per item). Enter identifying letter from Part I and describe the specific item. See instructions. ▶

Signature of taxpayer (donor) ▶

Date ▶

Part III Declaration of Appraiser

I declare that I am not the donor, the donee, a party to the transaction in which the donor acquired the property, employed by, or related to any of the foregoing persons, or married to any person who is related to any of the foregoing persons. And, if regularly used by the donor, donee, or party to the transaction, I performed the majority of my appraisals during my tax year for other persons.

Also, I declare that I perform appraisals on a regular basis; and that because of my qualifications as described in the appraisal, I am qualified to make appraisals of the type of property being valued. I certify that the appraisal fees were not based on a percentage of the appraised property value. Furthermore, I understand that a false or fraudulent overstatement of the property value as described in the qualified appraisal or this Form 8283 may subject me to the penalty under section 6701(a) (aiding and abetting the understatement of tax liability). In addition, I understand that I may be subject to a penalty under section 6695A if I know, or reasonably should know, that my appraisal is to be used in connection with a return or claim for refund and a substantial or gross valuation misstatement results from my appraisal. I affirm that I have not been barred from presenting evidence or testimony by the Office of Professional Responsibility.

Sign

Here

Signature ▶

Title ▶

Date ▶

Business address (including room or suite no.)

Identifying number

City or town, state, and ZIP code

Part IV Donee Acknowledgment—To be completed by the charitable organization.

This charitable organization acknowledges that it is a qualified organization under section 170(c) and that it received the donated property as described in Section B, Part I, above on the following date ▶ 11-6-2013

Furthermore, this organization affirms that in the event it sells, exchanges, or otherwise disposes of the property described in Section B, Part I (or any portion thereof) within 3 years after the date of receipt, it will file Form 8282, Donee Information Return, with the IRS and give the donor a copy of that form. This acknowledgment does not represent agreement with the claimed fair market value.

Does the organization intend to use the property for an unrelated use? ▶ Yes No

Name of charitable organization (donee)

Town of Parker

Employer identification number

Address (number, street, and room or suite no.)

20120 E. Main Street

City or town, state, and ZIP code

Parker CO 80138

Authorized signature

Title

Date

ITEM NO. 7F

THIS ITEM WAS INTENTIONALLY LEFT BLANK.

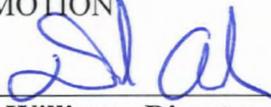


ITEM NO: 7G
DATE: 04/04/2016

REQUEST FOR TOWN COUNCIL ACTION

TITLE: RESOLUTION NO. 16-028 – A Resolution Accepting the Conveyance of Real Property from the Board of County Commissioners of the County of Douglas for Tract T, Meridian International Business Center, Filing No. 7.

- | | |
|---|--|
| <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 |

Soe


Tom Williams, Director of Engineering



G. Randolph Young, Town Administrator

ISSUE: Conveyance of Douglas County Tract T, Meridian International Business Center, Filing No. 7, to the Town of Parker allowing construction of the East/West Regional Trail.

PRIOR ACTION: On March 7, 2016, the Board of County Commissioners of Douglas County approved the Quit Claim Deed conveying to the Town of Parker, Tract T, Meridian International Business Center, Filing No. 7.

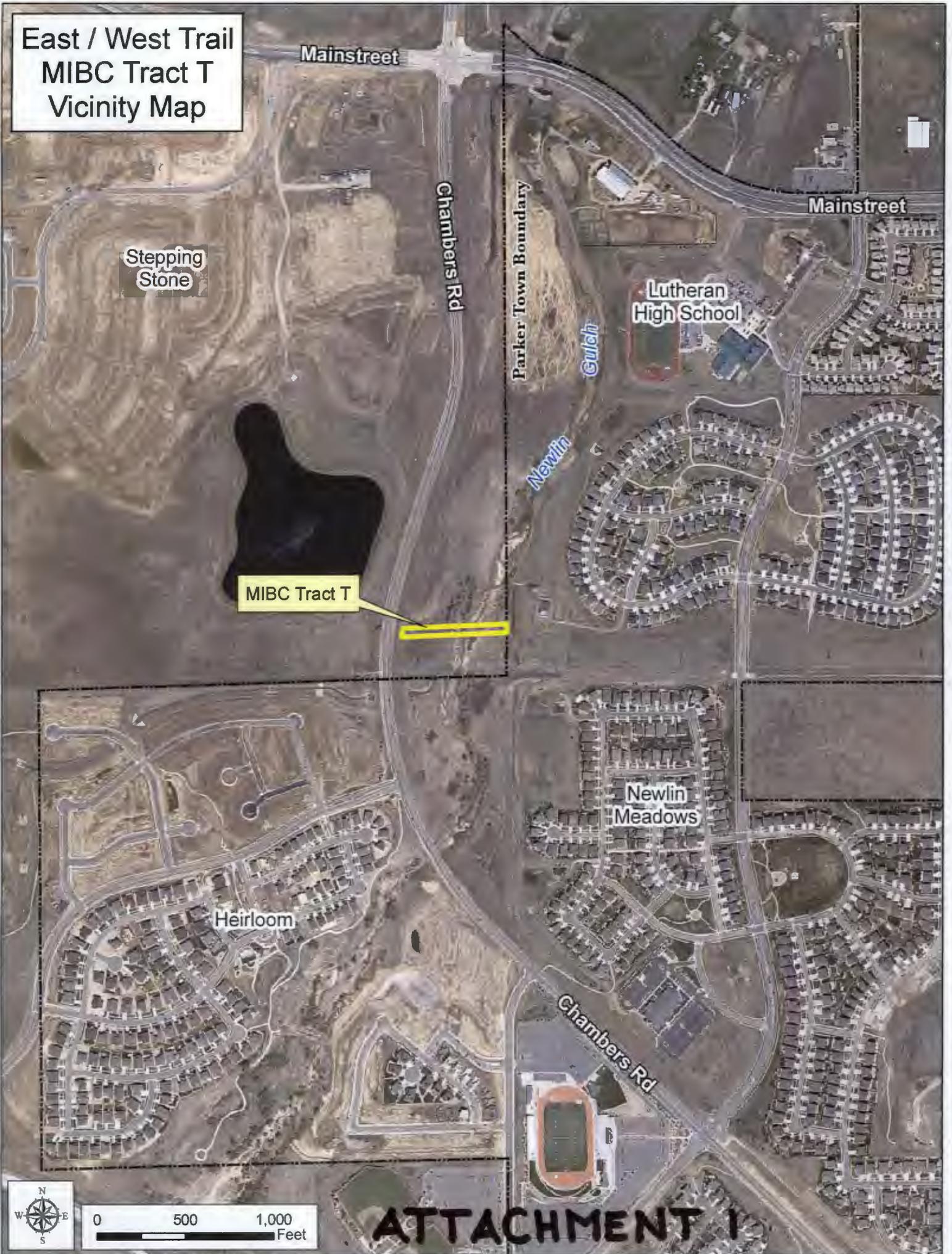
FUNDING/BUDGET IMPACT: Conveyance of Tract T (*approximately 1.85 acres*) to the Town will allow the construction of this segment of the East/West Regional Trail in 2016. This project has been previously funded as part of the Town's approved 2016 budget. Upon completion of this trail segment the Town will assume all future maintenance and repair responsibility. The trail, which is 10' wide concrete, will also require ongoing preventative maintenance similar to other Town owned trails. In addition the Town will also assume the maintenance of Tract T. Funding for these efforts is subject to Council's annual appropriations.

BACKGROUND: As noted above, conveyance of Tract T to the Town will allow the construction of this segment of the East/West Regional Trail in 2016. The County is in concurrence with this and has therefore approved the conveyance of Tract T to the Town via a Quitclaim Deed dated March 7, 2016. Once approved by the Town, all appropriate documentation will be recorded as necessary.

RECOMMENDATIONS: Approve the resolution.

PREPARED/REVIEWED BY: Dennis Trapp, Project Administrator, Parks and Recreation Department; Jim Maloney, Town Attorney.

East / West Trail
MIBC Tract T
Vicinity Map



ATTACHMENT I

RESOLUTION NO. 16 -028, Series of 2016

TITLE: A RESOLUTION ACCEPTING THE CONVEYANCE OF REAL PROPERTY FROM THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS FOR TRACT T, MERIDIAN INTERNATIONAL BUSINESS CENTER, FILING NO. 7

WHEREAS, the Town Council of the Town of Parker desires to accept the conveyance of certain real property from the Board of County Commissioners of the County of Douglas for Tract T, Meridian International Business Center, Filing No. 7;

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

WHEREAS, the Town Council of the Town of Parker desires to accept the conveyance of the property interests specified hereinbelow to the Town by this Resolution.

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

Section 1. The Town Council of the Town of Parker hereby accepts the conveyance of real property the Board of County Commissioners of the County of Douglas for Tract T, Meridian International Business Center, Filing No. 7, as provided in the Quit Claim Deed attached as **Exhibit 1**, and incorporated by this reference.

RESOLVED AND PASSED this ____ day of _____, 2016.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

ATTACHMENT 3



ITEM NO: 7H(1)
DATE: 04/04/2016

REQUEST FOR TOWN COUNCIL ACTION

TITLE: CONTRACTS ABOVE \$100,000 – Plaza on Main Artwork – Jacks and Red Ball

- | | |
|--|--|
| <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 |

Elaine Mariner

Elaine Mariner, Cultural Director

G. Randolph Young

G. Randolph Young, Town Administrator

ISSUE:

This consent agenda item is to approve a contract with Christopher Weed Sculpture, Inc. to design, fabricate and install the sculpture “Jacks and Red Ball” for the new Plaza on Main.

PRIOR ACTION:

At the Council Dinner Session on December 7, 2015, Town Council directed staff to move forward with the public art plan for the new Plaza on Main, including the iconic piece “Jacks and Red Ball”.

FUNDING/BUDGET IMPACT:

Contract amount is \$150,000, but \$55,000 has been pledged by Parker Authority for Reinvestment and \$50,000 has been pledged by the mixed-use developer.

BACKGROUND:

Artist Christopher Weed was selected to prepare a plan for public art in the new Plaza on Main. The plan includes a larger-than-life piece created by Weed titled “Jacks and Red Ball” to be placed at the corner of Mainstreet and PACE Center Drive. The \$150,000 cost exceeds the original budget of \$100,000, but rather than downsize the artwork, Council approved moving forward with a contract for the full \$150,000 while Town staff members work to identify additional funding sources.

RECOMMENDATION:

Approve the contract in the amount of \$150,000.

PREPARED/REVIEWED BY:

Elaine Mariner, Cultural Director
Jim Maloney, Town Attorney

ATTACHMENTS:

1. Artist Agreement

RECOMMENDED MOTION:

“I move to approve the contract with Christopher Weed Sculpture, Inc. in the amount of \$150,000 as part of the consent agenda.”

ARTIST AGREEMENT

THIS AGREEMENT is entered into between Christopher Weed Sculpture, Inc. (the "Artist") and the Town of Parker (the "Town") this ____ day of _____, 2016.

WHEREAS, the Town is promoting culture and the arts in the Town of Parker and the community;

WHEREAS, the Town wishes to have a public art display (described herein as the "Artwork" or the "Project") constructed and installed at the Plaza on Main (the "Site");

WHEREAS, the Artist has presented examples of his work and design concepts; and

WHEREAS, the Town wishes to have the Artist design, construct and install the Artwork at the Site.

NOW, THEREFORE, the Town and the Artist, in consideration of the mutual understandings and agreements set forth, agree as follows:

ARTICLE 1. SCOPE OF SERVICES

1.1 The Project. The Artwork shall consist of "Jacks and Red Ball," as described in **Exhibit A**, which is attached hereto and incorporated by this reference. The Jacks shall be made of stainless steel and the Red Ball shall be made of fiberglass, which will be painted. The anticipated life of the Artwork will be approximately one hundred (100) years or more, with proper maintenance as provided by the Artist in the maintenance schedule.

1.2 Services.

a. The Artist shall perform all services and furnish all supplies, materials and equipment as necessary for the design, execution, fabrication, transportation and installation of the Project.

b. The Artist shall determine the artistic expression, scope, design, color, size, material and texture of the Project, subject to review and written approval by the Town, as set forth in this Agreement.

1.3 Execution of the Work.

a. The Artist shall furnish to the Town a tentative schedule for completion of fabrication and installation of the Artwork, including a schedule for the submission of progress reports, if any, according to the final design. After written approval of the schedule by the Town, the Artist shall fabricate, transport and install the Artwork in accordance with such schedule. Such schedule may be amended by written agreement between the Town and the Artist.

b. The Town shall have the right to review the Artwork at reasonable times during the fabrication thereof.

c. The Artist shall complete the fabrication and installation of the Artwork in substantial conformity with the final design.

d. The Artist shall present to the Town in writing for further review and approval any significant changes in the scope, design, color, size, material or texture of the Project not permitted by or not in substantial conformity with the design. A significant change is any change in the scope, design, color, size, material, texture or location on the Site of the Project which affects installation, scheduling, site preparation or maintenance for the Project or the concept of the Project as represented in the final design. Any change, as outlined above, requires written approval by the Town before the Artist can proceed.

1.4 Delivery and Installation.

a. The Artist shall notify the Town in writing when fabrication of the Project is complete and ready for delivery and installation at the Site.

b. The Artist shall deliver and install the completed Artwork at the Site in compliance with this Agreement.

1.5 Post-Installation.

a. The Artist shall be available at such time or times as may be agreed between the Town and the Artist to attend any inauguration or presentation ceremonies relating to the transfer of the Artwork to the Town, or related educational activities.

b. Upon installation of the Artwork, the Artist shall provide to the Town written instructions for appropriate maintenance and preservation of the Artwork.

1.6 Final Acceptance.

a. The Artist shall advise the Town in writing when all services required have been completed in substantial conformity with the design, and certify that all underlying claims, liens, and encumbrances against the Artwork have been satisfied.

b. The Town shall notify the Artist of its final acceptance of the Artwork.

c. Final acceptance of the Project shall be on the date of the Town's written notification of final acceptance of the Project.

1.7 Risk of Loss.

The risk of loss or damage to the Artwork shall be borne by the Artist until final acceptance, and the Artist shall take such measures as are necessary to protect the Artwork from loss or damage until final acceptance.

1.8 Title.

Title to the Artwork shall pass to the Town upon final acceptance. Title shall be free and clear of any restrictions as to use or future disposition. The Artist shall provide to the Town a

bill of sale in the form of **Exhibit B**, which is attached hereto and incorporated by this reference, transferring title to the Town, as provided herein.

1.9 Ownership of Documents, Models.

Upon final acceptance, all studies, drawings, designs, maquettes, and models prepared and submitted under this Agreement shall be returned to the Artist and shall belong to the Artist. The Artist shall provide to the Town a set of photographs of the maquette, as well as a series of digital photographs of the creation (development) of this sculpture.

ARTICLE 2. COMPENSATION AND PAYMENT SCHEDULE

2.1 Funding.

Funds for this Project shall come solely from the Town of Parker.

2.2 Fixed Fee.

The Artist shall be paid a fixed fee of One Hundred Fifty Thousand Dollars (\$150,000.00), which shall constitute full compensation for all services and materials related to the Artwork itself (design, fabrication and installation), the costs of transporting the Artwork to the Site, and all other expenses of the Artist, including, but not limited to, insurance costs, reproduction, mailing and shipping costs, and the costs of all travel and subsistence by the Artist and the Artist's agents and employees necessary for the proper performance of the services required under this Agreement.

2.3 Limitation of Funds.

The parties recognize that funding for the Project is limited. If the design, fabrication or installation expenses are expected to exceed the funding available for the Project, the Artist shall provide compensation for any costs exceeding the Project budget.

2.4 Payment Schedule.

The Artist shall be paid as follows:

- a. Twenty-five percent (25%) upon execution of this Agreement, recognizing that the Artist has already invested time and expense in preliminary design and consultation with the Town;
- b. Twenty-five percent (25%) upon acceptance by the Town of the final design, including foundation and engineering drawings.
- c. Twenty-five percent (25%) upon verification of mid-point fabrication.
- d. Twenty percent (20%) upon installation.
- e. Five percent (5%) upon the Town's final acceptance.

ARTICLE 3. TIME OF PERFORMANCE

3.1 Duration.

The services to be required of the Artist, as described in this Agreement, shall be completed no later than November 30, 2016, in accordance with the schedule for completion of the Artwork as proposed by the Artist and approved by the Town, pursuant to Section 1.3; provided that such time limits may be extended or otherwise modified by written agreement between the Artist and the Town.

3.2 Time Extensions.

The Town may grant a reasonable extension of time to the Artist in the event that Acts of God render timely performance of the Artist's services impossible. Failure to fulfill contractual obligations due to conditions beyond either party's reasonable control will not be considered a breach of contract; provided that such obligations shall be suspended only for the duration of such conditions.

ARTICLE 4. WARRANTIES

4.1 Warranties of Title.

The Artist represents and warrants that: (a) the Artwork is solely the result of the artistic effort of the Artist; (b) except as otherwise disclosed in writing to the Town, the Artwork is unique and original and does not infringe upon any copyright; (c) the Artwork, or a duplicate thereof, has not been accepted for sale elsewhere; and (d) the Artwork is free and clear of any liens from any source whatsoever.

4.2 Warranties of Quality and Condition.

a. The Artist represents and warrants, except as otherwise disclosed to the Town in writing in connection with submission of the proposal, that: (a) the execution and fabrication of the Artwork will be performed in a workmanlike manner; (b) the Artwork, as fabricated and installed, will be free of defects in material and workmanship, including any defects or qualities which cause or accelerate deterioration of the Artwork; and (c) reasonable maintenance of the Artwork will not require procedures substantially in excess of those described in the maintenance recommendations to be submitted by the Artist to the Town hereunder.

b. Inspections for defects as described above shall be made by the Town or an advocate for the arts chosen by the mutual consent of the Town and the Artist.

c. The Town shall use its best efforts to give notice to the Artist of any observed breach with reasonable promptness. The Artist shall, at the request of the Town, and at no cost to the Town, cure reasonably and promptly the breach of any such warranty which is curable by the Artist and which cure is consistent with professional conservation standards (including, for example, cure by means of repair or refabrication of the Artwork).

ARTICLE 5. INSURANCE AND INDEMNIFICATION

The Artist shall acquire and maintain insurance and provide indemnification as follows:

5.1 Indemnification. The Artist 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 Agreement, including workers' compensation claims, in any way resulting from or arising from the services rendered by the Artist, its employees, agents or subcontractors, or others for whom the Artist is legally liable, under this Agreement; provided, however, that the Artist need not indemnify or save harmless the Town, its mayor and town council, its officers, agents and employees, from damages resulting from the negligence of the Town's mayor and town council, officials, officers, directors, agents, and their insurers, and employees. The Town cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the Artist or any other person or entity whatsoever, for any purpose whatsoever.

The Artist 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 the Artist 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. The Artist shall, to the fullest extent permitted by law, defend and bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims or demands alleged are groundless, false or fraudulent. If it is determined by the final judgment of a court of any competent jurisdiction that such injury, loss or damage was caused in whole or in part by the act, omission or other fault of the Town, its mayor and town council, officials, officers, directors, agents and employees, the Town shall reimburse the Artist for the portion of the judgment attributable to such act, omission or other fault of the Town, its mayor and town council, officials, officers, directors, agents and employees.

This indemnification provision is intended to comply with C.R.S. § 13-21-111.5(6), as amended, and shall be read as broadly as permitted to satisfy that intent.

5.2 Insurance. The Artist shall not begin any work on the Project until the Artist proves to the Town that he has obtained, at his own expense, all required insurance. The insurance must have the approval of the Town as to coverage limits and form. All policies must be of the occurrence form, unless approved by the Risk Manager. Deviation from this requirement obligates the Artist to submit complete copies of proposed claims-made policy and endorsements with the certificate of insurance.

a. Workers' Compensation Insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of services under this Agreement, and Employer's 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. If any work on the Project

is sublet, the Artist shall require each of its subcontractors to provide similar coverage for all of the subcontractor's employees to be engaged in such work, except as otherwise determined by the Risk Manager. 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 policy shall contain a severability of interests provision.

c. The policy required by subparagraph 2. above shall be endorsed to include the Town, its officers, employees and consultants as additional insureds. Every policy required above shall be primary insurance, with the exception of Workers' Compensation, and any insurance carried by the Town, its officers, its employees or its consultants shall be excess and not contributory insurance to that provided by the Artist. No additional insured endorsement to the policy required by subparagraph 2. above shall contain any exclusion for bodily injury or property damage arising from completed operations. The Artist shall be solely responsible for any deductible losses under any policy required above.

d. The certificate of insurance provided by the Artist shall be completed by the Artist'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 commencement of the Agreement**. No other form of certificate shall be used. The certificate shall identify this Agreement and the coverages afforded under the policies. **The certificate of insurance must be on file with the Town thirty (30) days prior to commencement of the Agreement**. The completed certificate of insurance shall be sent to:

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

e. It is the affirmative obligation of the Artist to notify the Town's Risk Manager, as provided in this Agreement, including faxing (303-841-8414) or e-mailing (sbedard@parkeronline.org) a copy of the notice to the Risk Manager within two (2) business days of the cancellation or substantive change to any insurance policy required under this Agreement, and failure to do so shall constitute a breach of this Agreement.

f. Failure on the part of the Artist 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 Agreement 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 the Artist to the Town upon demand, or the Town may offset the cost of the premiums against any monies due to the Artist from the Town.

g. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

h. 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 Agreement 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.

ARTICLE 6. REPRODUCTION RIGHTS

6.1 General.

The Artwork created under this Agreement shall be the property of the Town. Any rights of copyright shall be in the Town after completion and transfer of the Artwork to the Town. The Artist shall deliver the bill of sale as described herein, which provides for transfer to the Town of all rights, including copyright, upon final payment of Artist's fee. The Artist shall not make any type of reproductions of the finished work except by written permission of the Town. However, the Artist shall have the right to make miniature reproductions for sale to the public and retain all proceeds from these sales. The Artist shall also have the right to include photographs or other representation of the Artwork in the Artist's portfolio, catalogues, or other similar publications, provided the Artist includes a credit reading substantially "an original work of art commissioned by the Town of Parker."

6.2 Artist's Credit.

All reproductions by the Town shall contain a credit to the Artist substantially in the following form: Artist, title of Artwork, and date of completion.

ARTICLE 7. ARTIST'S RIGHTS

7.1 Identification.

The Town shall, at its expense, prepare and install at the Site, pursuant to the written instructions and subsequent approval of the Artist, a plaque identifying the Artist, the title of the

Artwork and the year of completion, and shall use good faith efforts to reasonably maintain such notice in good repair against the ravages of time, vandalism and the elements.

7.2 Maintenance.

The parties recognize that maintenance of the Artwork on a regular basis is essential to the integrity of the Artwork. The Town shall use good faith efforts subject to annual budget and appropriation to reasonably assure that the Artwork is properly maintained and protected, taking into account the instructions of the Artist provided in accordance with Section 1.5(b), and shall use good faith efforts to reasonably protect and maintain the Artwork against the ravages of time, vandalism and the elements.

7.3 Repairs and Restoration.

a. The Town shall have the right to determine, after consultation with a professional conservator, when and if repairs and restorations to the Artwork will be made.

b. All repairs and restorations shall be made in accordance with recognized principles of conservation.

7.4 Alteration of the Artwork.

a. The Town agrees that it will use best efforts to not intentionally and materially damage, alter, modify or change the Artwork, without the prior written approval of the Artist.

b. The Town shall notify the Artist of any proposed alteration of the Site that would affect the intended character and appearance of the Artwork and shall consult with the Artist in the planning and execution of any such alteration and shall make a reasonable effort to maintain the integrity of the Artwork.

c. Nothing in this Section 7.4 shall preclude any right of the Town to (1) remove the Artwork from the public display; (2) relocate the Artwork; or (3) destroy the Artwork should the Site be required for other purposes and the Artwork cannot be removed without significant alteration. If the Town shall at any time decide to destroy the Artwork, it shall use its best efforts to give notice to the Artist and offer the Artist a reasonable opportunity to recover the Artwork at no cost to the Artist, except for an obligation of the Artist to indemnify and reimburse the Town for the amount by which the cost to the Town of such recovery exceeds the cost to the Town of the proposed destruction.

7.5 Artist's Address.

The Artist shall notify the Town of changes in his address. The failure to do so, if such failure prevents the Town from locating the Artist, or the failure of the Artist to respond within thirty (30) days of any notification sent to the Artist's address, shall be deemed a waiver by the Artist of the right subsequently to enforce those provisions of this Article 7 that require the notification or express approval of the Artist.

7.6 Additional Rights and Remedies.

Nothing contained in this Article 7 shall be construed as a limitation on such other rights and remedies available to the Artist or the Town under the law which may now or in the future be applicable.

ARTICLE 8. ARTIST AS INDEPENDENT CONTRACTOR

The Artist shall perform all work under this Agreement as an independent contractor and not as an agent or an employee of the Town. The Artist shall not be supervised by any employee or official of the Town nor shall the Artist exercise supervision over any employee or official of the Town.

ARTICLE 9. ASSIGNMENT, TRANSFER, SUBCONTRACTING

9.1 Assignment or Transfer of Interest.

Neither the Town nor the Artist shall assign or transfer any interest in this Agreement without the prior written consent of the other.

9.2 Subcontracting by Artist.

The Artist may subcontract portions of the services to be provided hereunder at the Artist's expense; provided that said subcontracting shall not affect the design, appearance or visual quality of the Artwork and shall be carried out under the personal supervision of the Artist.

ARTICLE 10. TERMINATION

If either party to this Agreement shall willfully or negligently fail to fulfill in a timely and proper manner, or otherwise violate, any of the covenants, agreements or stipulations material to this Agreement, prior to final acceptance of the work, the other party shall thereupon have the right to terminate this Agreement by giving written notice to the defaulting party of its intent to terminate specifying the grounds for termination. The defaulting party shall have thirty (30) days after receipt of the notice to cure the default. If it is not cured, then this Agreement shall terminate. In the event of default by the Town, the Town shall promptly compensate the Artist for all services performed by the Artist prior to termination. In the event of default by the Artist, all finished and unfinished drawings, sketches, photographs, and other work products prepared and submitted or prepared for submission by the Artist under this Agreement shall, at the Town's option, become its property, and the Town, in the exercise of its sole discretion, may cause the Artwork to be completed, and all sums advanced to the Artist shall be returned immediately to the Town. The Artist shall not be relieved of liability to the Town for damages sustained by them by virtue of any breach of this Agreement by the Artist, and the Town may reasonably withhold payments to the Artist until such time as the exact amount of such damages due the Town from the Artist is determined.

ARTICLE 11. CONTRACT ADMINISTRATOR

The contract administrator for this Agreement shall be Elaine Mariner. Wherever this Agreement requires any notice to be given to or by the Town, or any determination or action to be made by the Town, Elaine Mariner shall represent and act for them.

ARTICLE 12. NONDISCRIMINATION

In carrying out the performance of the services designated, the Artist shall not discriminate as to race, creed, religion, sex, age, national origin or handicap, and the Artist shall comply with the federal requirements for equal employment opportunity.

ARTICLE 13. COMPLIANCE

The Artist shall be required to comply with federal, state and Town statutes, ordinances, and regulations applicable to the performance of the Artist's services under this Agreement.

ARTICLE 14. ENTIRE AGREEMENT

This writing embodies the entire agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are merged herein and superseded hereby.

ARTICLE 15. MODIFICATION

No alteration, change or modification of the terms of the Agreement shall be valid, unless made in writing and signed by the parties hereto.

ARTICLE 16. WAIVER

No waiver of performance by either party shall be construed as, or operate as, a waiver of any subsequent default of any terms, covenants and conditions of this Agreement. The payment or acceptance of fees for any period after a default shall not be deemed a waiver of any right or acceptance of defective performance.

ARTICLE 17. GOVERNING LAW AND AUTHORITY

This Agreement, regardless of where executed or performed, shall be governed by and construed in accordance with the laws of the State of Colorado.

ARTICLE 18. HEIRS AND ASSIGNS

This Agreement shall be binding upon and shall inure to the benefit of the Town, and the Artist and his respective heirs, personal representatives, successors and permitted assigns.

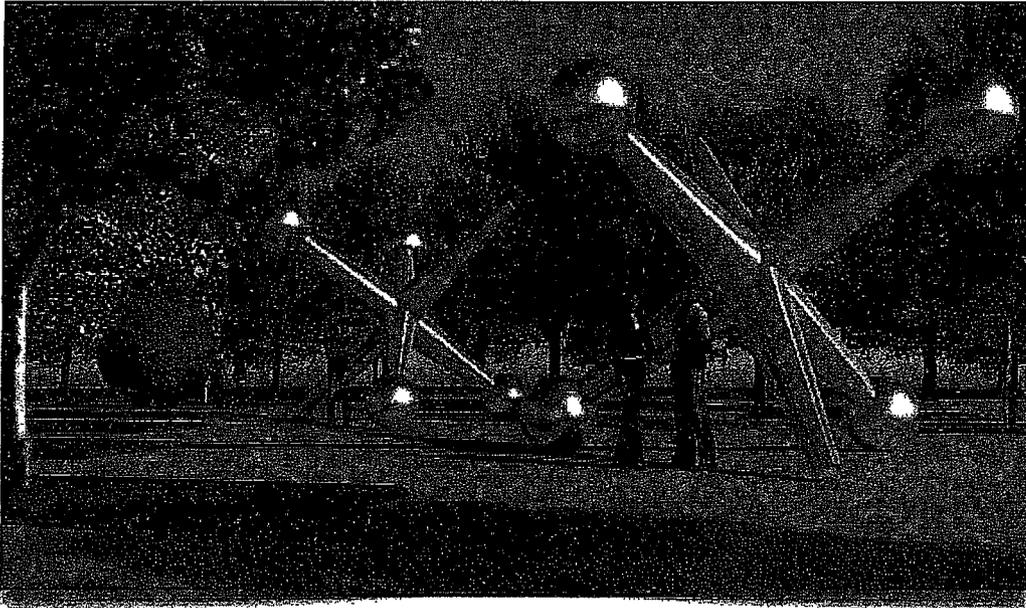
ARTICLE 19. NOTICE

All notices, requests, demands, and other communications which are required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given upon the delivery or receipt thereof, as the case may be, if delivered personally or

EXHIBIT A

The Artwork – “Jacks and Red Ball”

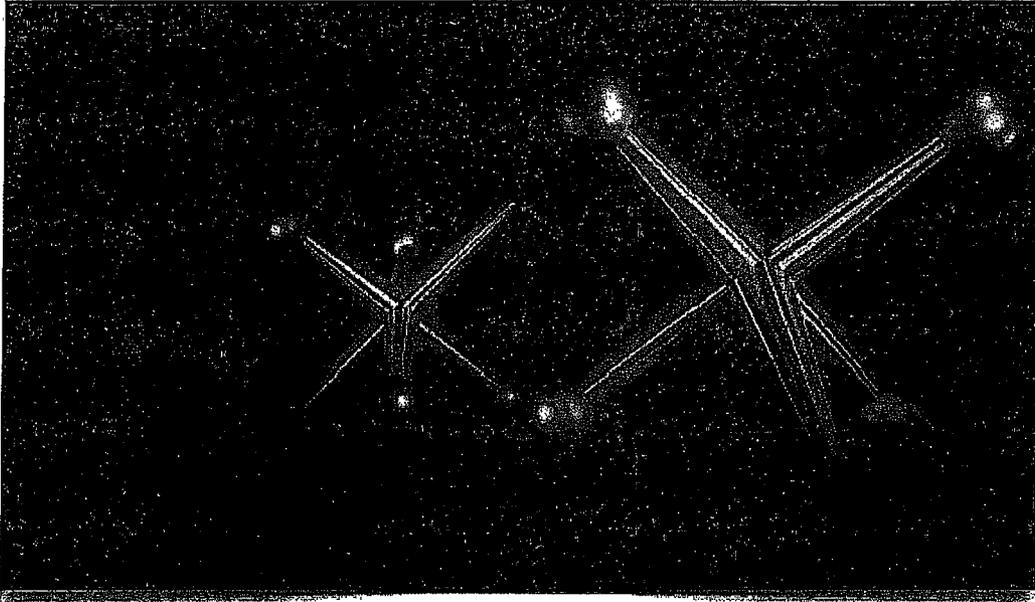
ICONIC ELEMENT - ARTIST'S PROPOSAL



I've created two larger than life, iconic, stainless steel "Jacks" and an accompanying eight foot diameter red ball, anchoring the MainStreet entrance to the Plaza. These bright and colorful sculptures adorning the EastMain Park/Plaza, speak to the renaissance of this area, acting as a beacon, an iconic gateway to EastMain/Park Plaza and the New Library.

These sculptures scattered with the plaza, speak to a simpler time of connections to friends, family and community, elements which will accompany the nurturing environment at EastMain Park/Plaza.





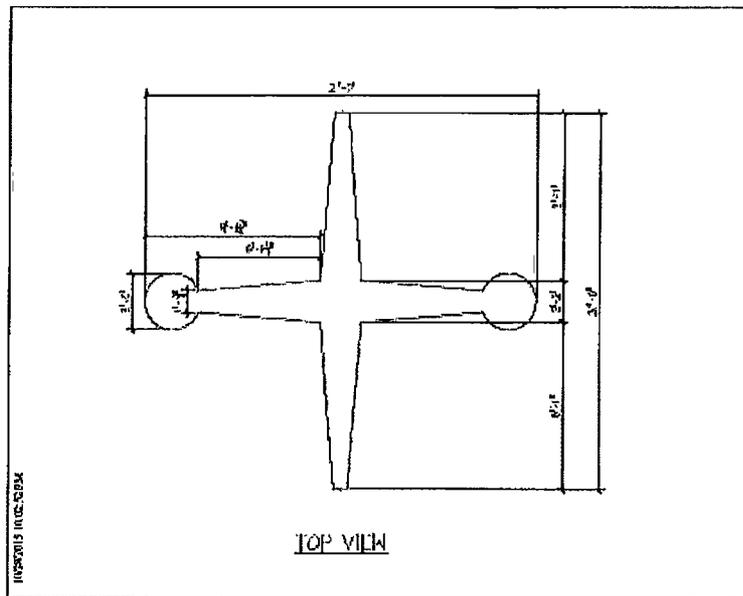
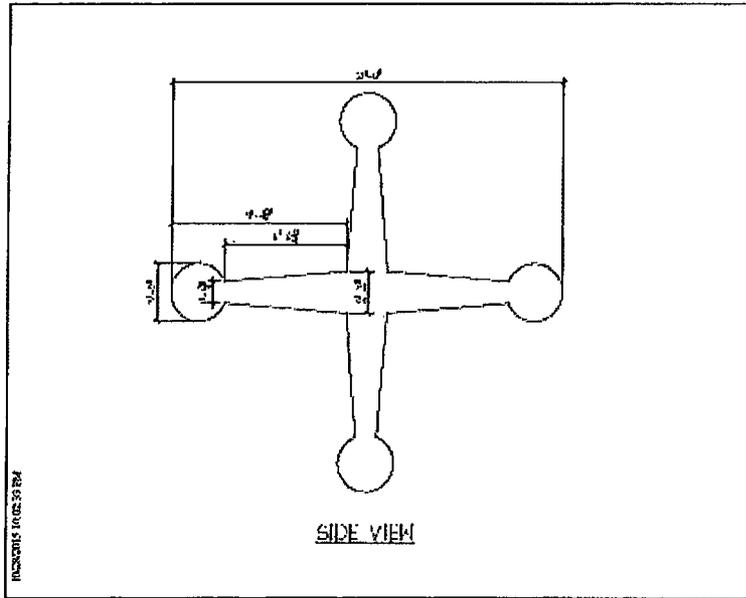
Sculptures are fabricated of stainless steel with no rough edges and are smooth to the touch, ideal for such outdoor locations.

These iconic sculptures will have an engaging daytime and nighttime presence. Elements are illuminated in the evening, slowly glowing through the color spectrum in a brilliant fashion by way of RGB/LED's.

This installation represents the ever-changing transition-taking place in Parker, where old meets new without forgetting the past. These iconic sculptural elements are destined to become an instant landmark at EastMain Park Plaza, one that the residents of this community can reflect upon and enjoy for generations to come. The final result is playful, creative, and thought provoking sculptures that will immerse viewers in a sense of escape and wonder, transcending time.



DIMENSIONS/DRAWINGS



MATERIALS/REQUIREMENTS

Post-Installation Requirements

There are no post-installation requirements. Sculptures may be cleaned using a mild detergent and warm water.

Materials

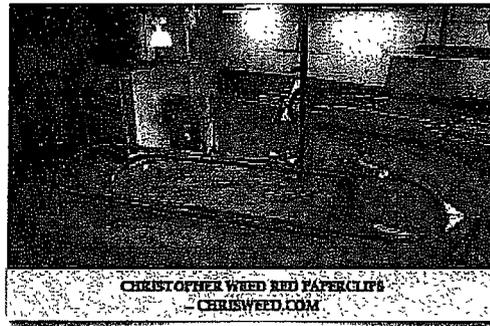
Exterior is fabricated of 7-10 gauge 304-2B stainless steel sheet.

Internal Structural steel elements are constructed of stainless steel.

Stainless-steel base consists of .5" thick, stainless steel plate.

.5" thick, cast acrylic sphere with UV protection throughout.

Sculpture will be fastened to concrete foundations via .875" diameter stainless steel L-bolts, with stainless steel hardware.



Lighting

Phillips ColorBurst Powercore is a high-output, exterior rated RGB Light Emitting Diodes fixture designed for accent and site lighting. Fixtures deliver full-color light output of up to 1450 lumens per fixture to support a range of dynamic up lighting, floodlighting, and decorative lighting applications. Three sculptures will be fitted with 5 upright fixtures.

iPlayer 3 color controller, a compact yet powerful show storage and playback device capable of delivering light shows to installations with up to 340 unique light addresses. iPlayer 3 is designed to add new levels of flexibility to lighting installations.

Foundations and any structural supports shall be engineered by a licensed professional engineer. The Artist is responsible for securing any permits associated with his work, including, but not limited to, a Town Building Permit. The Artist understands the foundation work must be coordinated and installed in sequence with the surrounding Site construction work and agrees to install his work in accordance with the Site general contractor's construction schedule. The Town will install four uplights at the Ball, and conduit and power out to the Jacks per specifications supplied by the Artist. The Artist agrees to coordinate any specifications and design details as may be required of the Town in a timely manner so as to not delay the Town's efforts concerning the Site project. Artist is responsible for the engineering, installation and performance of all foundations, lighting and controls work, unless otherwise indicated.

Timeline for Completion

Summer 2016 will discuss timeline further with Selection Committee.

PROPOSED BUDGET

Artists Fee (Design) (Commonly 10-20%)	\$22,500.00
Consultation Fees	\$3,450.00
Materials and Supplies	\$49,100.00
Fabrication (Subcontractors, fabrication by artist)	\$43,675.00
Insurance	\$1,625.00
Travel	\$1,800.00
Transportation of Artwork	\$4,300.00
Installation (Foundations, Labor, equipment rental, permits)	\$6,450.00
Administrative Expenses	\$1,575.00
(High Resolution Digital Images/ video)	\$525.00
Pricing Contingency (10%)	\$15,000.00
<hr/> Total Budget	<hr/> \$150,000.00

EXHIBIT B

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS that Christopher Weed Sculpture, Inc. hereby sells all of his rights, title and interest, including copyright, in and to the Artwork constructed at the Plaza on Main, described in **Exhibit 1**, which is attached hereto and incorporated by this reference, to the Town of Parker, Colorado, a Colorado home rule municipality, whose legal address is 20120 East Mainstreet, Parker, Colorado, 80138, in consideration of that certain AGREEMENT, dated _____, 2016, between Christopher Weed Sculpture, Inc. and the Town of Parker, and other good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged.

DATED this _____ day of _____, 2016.

CHRISTOPHER WEED SCULPTURE, INC.

By: _____
Christopher Weed, Owner

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by Christopher Weed, as Owner of Christopher Weed Sculpture, Inc.

My commission expires: _____.

SEAL

Notary Public



ITEM NO: 7.H (2)
DATE: 04/04/2016

REQUEST FOR TOWN COUNCIL ACTION

TITLE: Contracts Above \$100,000 – Parker Road Corridor Plan

- | | |
|--|--|
| <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 |

John Fussa, Community Development Director

G. Randolph Young, Town Administrator

ISSUE:

This is a request to award an Agreement for Professional Services to Logan Simpson for the development of the Parker Road Corridor Plan, a major planning initiative this year for the Community Development Department.

PRIOR ACTION:

None

FUNDING/BUDGET IMPACT:

None

BACKGROUND:

The 2016 Community Development Department budget includes the development of the Parker Road Corridor Plan. Community Development released a formal Request for Proposals (RFP) on November 20, 2015 and received five submittals in January 2016. Staff reviewed the submittals, interviewed three firms and selected consultant Logan Simpson to develop the Parker Road Corridor Plan. The final scope has been negotiated with Logan Simpson to use a comprehensive approach to re-imagining the corridor and planning for future redevelopment, land use, transportation and urban design improvements to Parker Road.

The Plan will seek to achieve the Parker 2035 Master Plan and the Transportation Master Plan's community vision for Parker Road to serve as more than a regional roadway and provide a balanced approach to changing land uses, economic development, multimodal transportation needs and sustainability within the Corridor. As a policy document, the Plan will provide an updated community vision and provide guidance to future zoning, infrastructure investment and growth in the Corridor.

RECOMMENDATION:

Award the contract to Logan Simpson in the amount of \$245,134 to develop the Parker Road Corridor Plan

PREPARED/REVIEWED BY:

Mary Munekata, Associate Planner, Bryce Matthews, Comprehensive Planning Manager, Steve Greer, Deputy Community Development Director, John Fussa, Community Development Director

ATTACHMENTS:

None

RECOMMENDED MOTION:

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

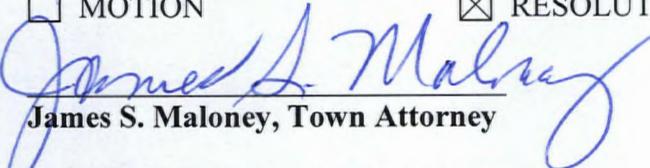


ITEM NO: 9A
DATE: 4/04/2016

REQUEST FOR TOWN COUNCIL ACTION

TITLE: RESOLUTION NO. 16-023 – A Resolution to Approve the Consolidated Service Plan for the Reata Ridge Village Metropolitan District No. 1 and Reata Ridge Village Metropolitan District No. 2

- | | |
|--|--|
| <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 Reata Ridge 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 Reata Ridge 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 Reata Ridge 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.

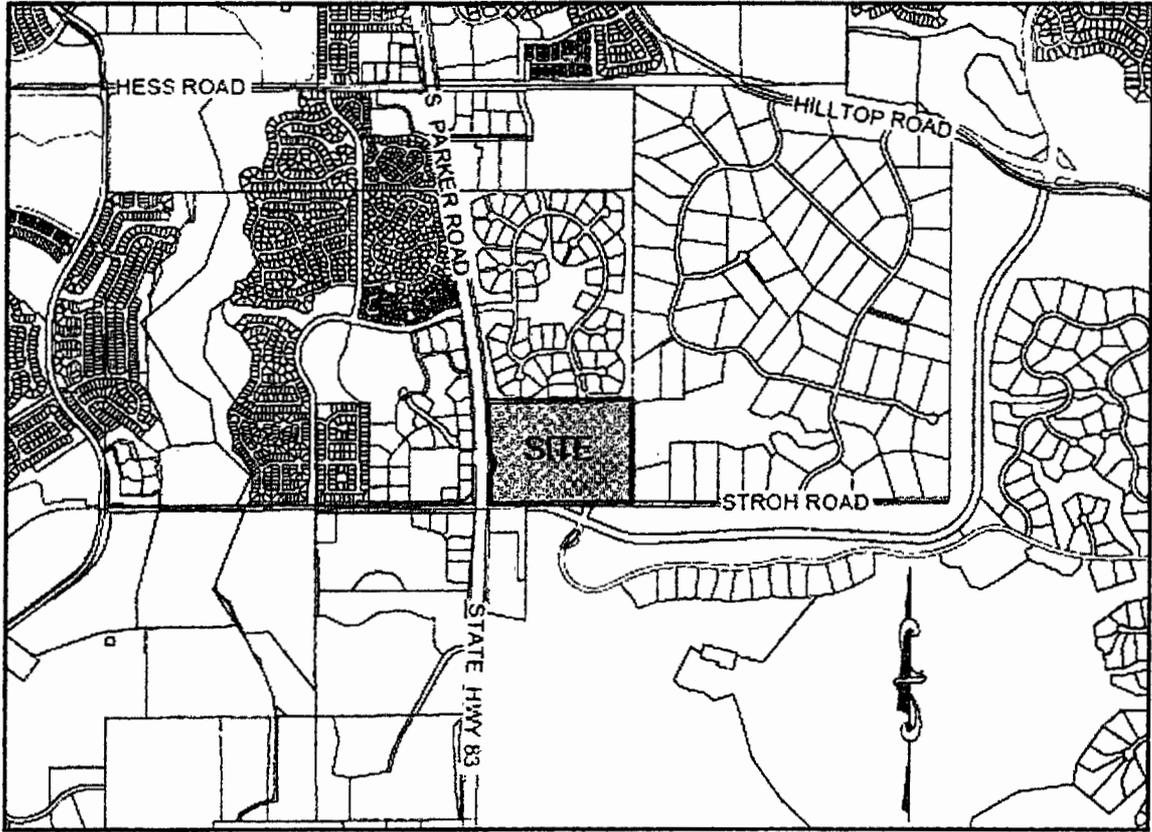
PREPARED/REVIEWED BY: Tom Williams, Director of Engineering; Patrick Mulready, Senior Planner; Don Warn, Finance Director; Sam Light, Esq., Special Counsel; James S. Maloney, Town Attorney

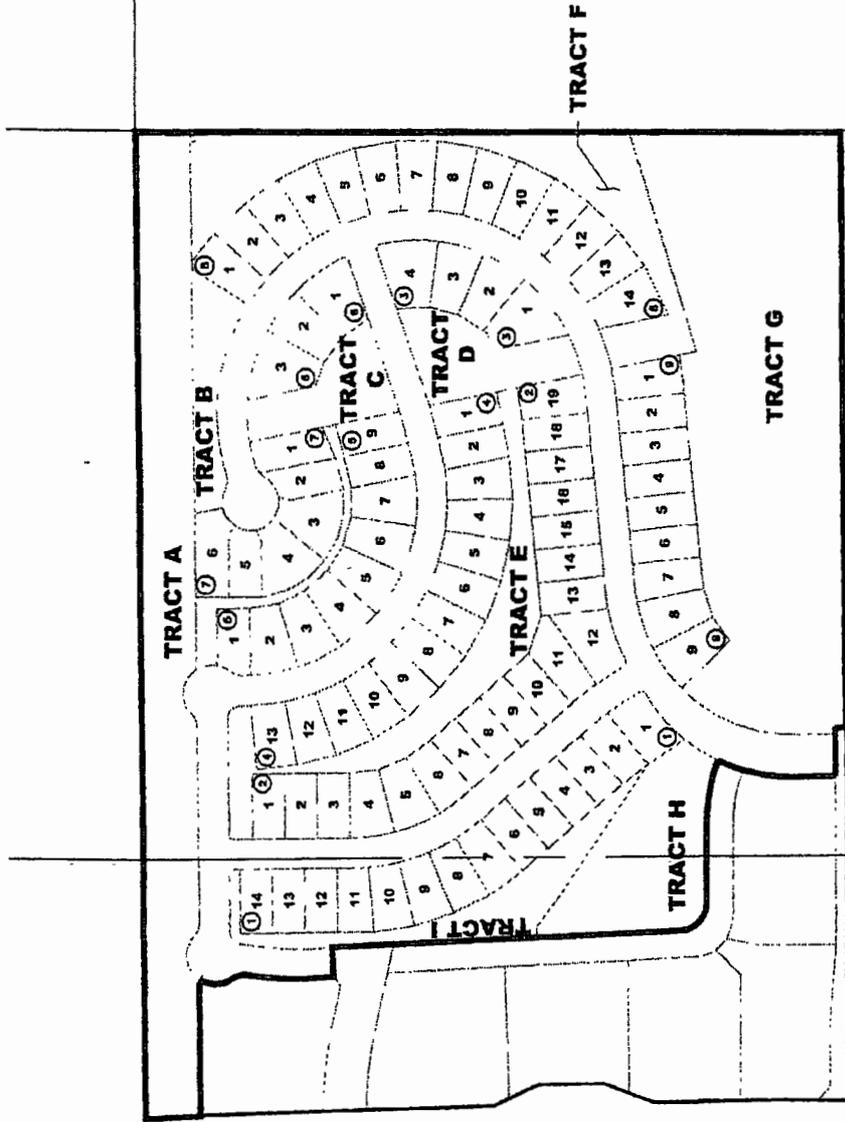
ATTACHMENTS:

1. Maps
2. Resolution No. 16-023
3. Written report
4. Service Plan (provided as a separate attachment by the Town Clerk)

RECOMMENDED MOTION: "I move to approve Resolution No. 16-023."

Parker Vicinity Map





SHEET
3 OF 8
 SCALE: 1" = 300'
 DATE: MARCH 14, 2016

REATA RIDGE VILLAGE
BOUNDARY MAP
IMPROVEMENTS EXHIBIT

Calibre
 Calibre Engineering, Inc.
 8090 South Ridgeline Boulevard, Suite 105
 Highlands Ranch, CO 80129
 (303) 730-0434
 www.calibre-engineering.com
 Construction Management Civil Engineering Surveying

MUNICIPALITY OF REATA RIDGE VILLAGE, COLORADO

RESOLUTION NO. 16-023, Series of 2016

TITLE: A RESOLUTION TO APPROVE THE CONSOLIDATED SERVICE PLAN FOR REATA RIDGE VILLAGE METROPOLITAN DISTRICT NO. 1 AND REATA RIDGE VILLAGE METROPOLITAN DISTRICT NO. 2

WHEREAS, THE TOWN COUNCIL OF PARKER FINDS:

A. That a Consolidated Service Plan (“Service Plan”) for the organization of the Reata Ridge Village Metropolitan District No. 1 and Reata Ridge Village Metropolitan District No. 2 (collectively, “the Districts” or “proposed Districts”) 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 Districts.

Upon consideration of the Service Plan for the proposed Districts, 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 Districts;

B. That the existing service in the area to be served by the proposed Districts is inadequate for present and projected needs;

C. That the proposed Districts are capable of providing economical and sufficient service to the area within their proposed boundaries;

D. That the area to be included in the proposed Districts 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 Districts 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 Districts will be in the best interests of the area proposed to be served;

J. That the creation of the Districts 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 Districts 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 Districts.

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 Consolidated Service Plan, and all evidence disclosed at the public hearing on the Consolidated Service Plan, the Consolidated Service Plan (“Service Plan”) for Reata Ridge Village Metropolitan District No. 1 and Reata Ridge Village Metropolitan District No. 2 (collectively, “the Districts”) 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 Districts: 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. The Developer’s indemnification letter shall be executed by all owners of the property within the Initial District Boundaries of the Districts, which owners constitute the Developer and proponents of the Districts.

b. At their first meeting after their organizational election, the Districts shall execute their Districts’ 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

**Light
Kelly**

ATTORNEYS AT LAW

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 *SJL*

DATE: March 24, 2016

SUBJECT: Proposed Reata Ridge Village Metropolitan District Nos. 1 & 2

The following sets forth our report on the proposed Consolidated Service Plan for Reata Ridge Village Metropolitan District No. 1 and Reata Ridge Village Metropolitan District No. 2 (collectively, "the Districts") which is set for a service plan public hearing before the Town Council on April 4, 2016 (continued from March 21). This report summarizes key information about the proposed Districts and their Consolidated Service Plan.

Reata Ridge Village Metropolitan Districts

Developer: Reata Ridge Realty Partners LLC.

Attorney: White Bear Ankele Tanaka & Waldron

Finance: D.A. Davidson & Co.

Accounting: Not indicated in Service Plan.

Engineer: Calibre Engineering, Inc.

Bond Counsel: Not indicated in Service Plan.

Location: Northeast corner of the intersection of S. Parker Road and Stroh Road.

Area/Land Use: Overall Service Area of approximately 53 acres. This includes approximately 43.2 acres within the Residential District (District No. 1) and 9.3 acres within the Commercial District (District No. 2). The

residential portion of the Project is anticipated to include 91 residential units, all of which are single family homes. The commercial portion of the Project is anticipated to include approximately 59,000 square feet of commercial development, of which 28,000 is allocated towards the retail lots and 31,000 towards the bank/office lots.

- Projected Population:** Approximately 210 persons (residential).
- Build Out Schedule:** Build out anticipated to be completed by end of 2019 (per Financial Plan).
- Projected Assessed:** \$3,234,396 projected total assessed valuation for both Districts 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). For these Districts, no operation or maintenance functions and no separate mill levy therefor are authorized by this Service Plan.
- Improvement Costs:** \$7,293,604.74 consisting of improvements listed in Exhibit D, including \$272,899.33 for the commercial portion of the Project; \$2,539,561.79 for the residential portion, and \$2,397,256.54 for costs to be shared between the Districts (for Parker and Stroh Road improvements and East Stroh Gulch Improvements), and Town standard percentages for design planning, contingency and other soft costs. The public improvements include constructing and improving internal and adjacent streets; water, sanitary sewer and storm improvements; median and other landscaping, and others improvements detailed in Exhibit D. The projected costs exceed the estimated the debt capacity of the Districts.
- Debt Limit:** \$6,600,000; 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 Levies:** For the Residential District (District No. 1):
- 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 for such portion of debt is limited to 35 mills less the number of mills needed to pay unlimited mill levy Debt.

- c. The 35 mill levy limit is “Gallagherized” using a 2000 base year, resulting in a current levy of 42.827 mills.

For the Commercial District (District No. 2):

- 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 for such portion of debt is limited to 50 mills less the number of mills needed to pay unlimited mill levy Debt.
- c. The 50 mill levy limit is “Gallagherized” using a 2000 base year.

Fees: No Development Fees are authorized for the Districts.

Dissolution: Per Model Service Plan, dissolution is to be initiated upon an independent determination of the Town 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 is a consolidated service plan for two districts, consisting of a Residential District (District No. 1, 43.2 acres with 91 single-family detached home) and a Commercial District (District No. 2, 9.3 acres consisting of 6 commercial lots). All residential property must be within only the Residential District, which has a lower debt mill levy limit, and all commercial property must be within only the Commercial District.

2. The Service Area for these Districts includes areas within the boundaries of the Residential District and Commercial District. Any inclusion or exclusions proposed for areas outside the Service Area require Town approval.

3. The proposed Service Plan generally conforms to the Town’s Model Service Plan for a multiple district structure, with the exception noted in comment 4 below regarding revenue bonding authority.

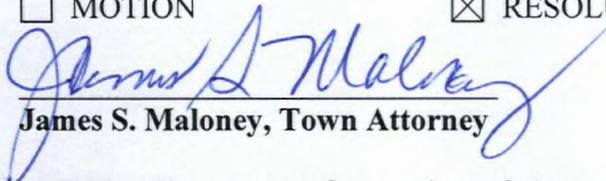
4. The Financial Plan (Exhibit F) anticipates a single bond issue in 2019 of \$5,190,000. The model consolidated service plan allows for a coordinated issuance under an operating district/taxing district structure, under which a district with minimal area and no resident electors (the operating district) issues debt backed by a pledge of property tax revenues from the other districts. Recent IRS determinations have raised some questions regarding the treatment of such arrangements. To address these considerations, this Service Plan does not use the operating/taxing district structure—which would typically involve a third district—but

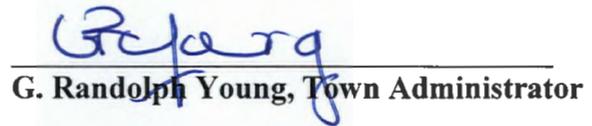
instead revises Sections V.A.13 and VI.A of the Service Plan (last paragraph) to provide consent for the residential district to issue debt with a pledge of property tax revenue from the commercial district. These provisions continue to require that the residential and commercial mill levy limits, and residential debt term limit, must not be exceeded as applicable to residential and commercial properties. The revisions essentially allow coordinated debt without the use of an operating district or an additional Town Council step for review of proposed revenue debt, as the model would otherwise require. Given that the debt mill levy and debt term limits remain in place, and that no new revenues sources are authorized beyond what is allowed under the model plan, we find these changes eliminating a separate operating district acceptable.

REQUEST FOR TOWN COUNCIL ACTION

TITLE: RESOLUTION NO. 16-024 – A Resolution to Approve Amended and Restated Service Plan for the Cherry Creek South Metropolitan District Nos. 2 and 3 and Consolidated Service Plan for Cherry Creek South Metropolitan District Nos. 2 and 3 and Anthology West Metropolitan District Nos. 4-6

- | | |
|--|--|
| <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 a portion of the real property contained within Cherry Creek South Metropolitan District Nos. 2 and 3 desires to amend the service plan for Cherry Creek South Metropolitan District Nos. 2 and 3 and form three new metropolitan districts called Anthology West Metropolitan District Nos. 4-6 (collectively, the “Districts”) to finance the construction of public improvements. The property owner cannot proceed with the Districts until the Town Council, following notice and hearing, approves the service plan for the Districts.

PRIOR ACTION: None.

FUNDING/BUDGET IMPACT: None.

BACKGROUND: The owner of a portion of the real property contained within the Districts submitted an application and draft service plan to the Town concerning the Districts to finance the construction of public improvements. 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.

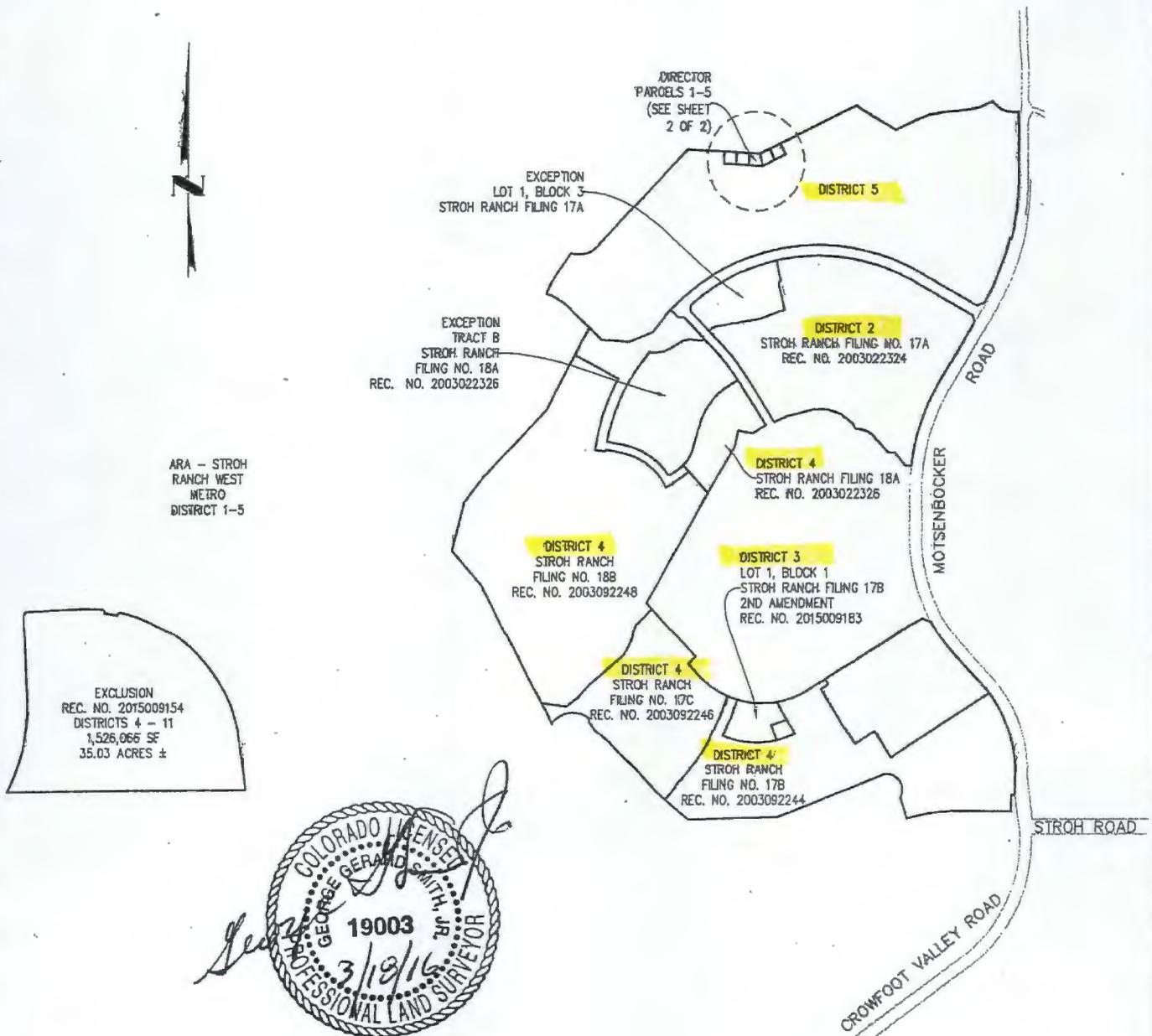
PREPARED/REVIEWED BY: Tom Williams, Director of Engineering; Patrick Mulready, Senior Planner; Don Warn, Finance Director; Sam Light, Esq., Special Counsel; James S. Maloney, Town Attorney

ATTACHMENTS:

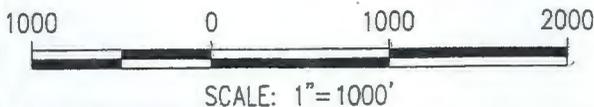
1. Map
2. Resolution No. 16-024
3. Written report
4. Service Plan (provided as a separate attachment by the Town Clerk)

RECOMMENDED MOTION: "I move to approve Resolution No. 16-024."

EXHIBIT
 SITUATED IN THE SECTION 33, TOWNSHIP 6 SOUTH,
 RANGE 66 WEST OF THE 6TH P.M., TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO.



ARA - STROH RANCH WEST METRO DISTRICT 1-5



FILED IN PL 15000 SURVEY DISTRICT BOUNDARIES LAYOUT LAYOUT NO. 2016 FILED IN PL 15000 SURVEY DISTRICT BOUNDARIES LAYOUT LAYOUT

NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF HARRIS KOCHER SMITH.

ISSUE DATE: 3/7/2016	PROJECT #: 150802
DATE	REVISION COMMENTS
03-18-2016	REMOVE DISTRICT 4 FILING 12 LABEL

ANTHOLOGY RECOVERY
ACQUISITION, LLC

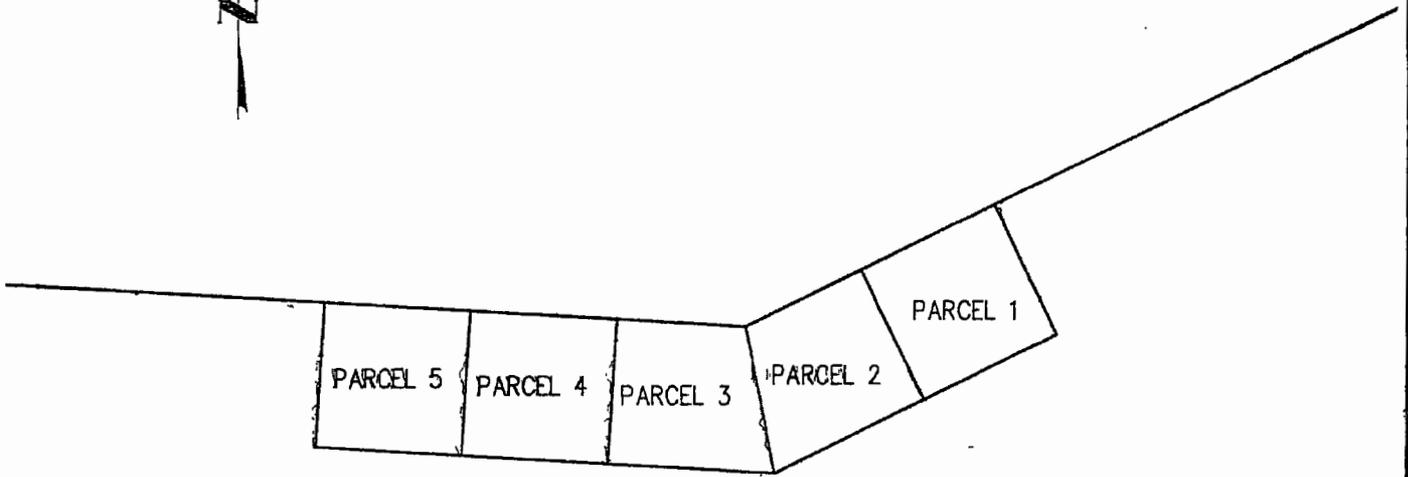
OVERALL METRO DISTRICTS
BOUNDARY EXHIBIT

HKS HARRIS KOCHER SMITH
 1120 Lincoln Street, Suite 1000
 Denver, Colorado 80203
 P: 303.623.6300 F: 303.623.6311
 HarrisKocherSmith.com

CHKD BY: GGS DRAWN BY: KDW
SHEET NO. 1
1 OF 2

EXHIBIT

SITUATED IN THE SECTION 33, TOWNSHIP 6 SOUTH,
RANGE 66 WEST OF THE 6TH P.M., TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO.



DISTRICT 5



SCALE: 1" = 100'

FILED IN: P:\150602\DIRECTORS PARCELS\HARRIS_KOCHER_LAYOUTS (2)
2016.03.07
PLOTTER: HP 03/04/16 9:40:24 AM BY: KIM HOLZNER

NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF HARRIS KOCHER SMITH

ISSUE DATE: 3/7/2016	PROJECT #: 150602
DATE	REVISION COMMENTS
03-18-2016	REMOVE DISTRICT 4 FILING 12 LABEL

ANTHOLOGY RECOVERY
ACQUISITION, LLC

DIRECTORS PARCELS
EXHIBIT

HKS HARRIS
KOCHER
SMITH
1120 Lincoln Street, Suite 1000
Denver, Colorado 80203
P: 303.623.6300 F: 303.623.6311
HarrisKocherSmith.com

CHKD BY: CGS DRAWN BY: KDW
SHEET NO. 2 2 of 2

RESOLUTION NO. 16-024, Series of 2016

TITLE: A RESOLUTION TO APPROVE THE AMENDED AND RESTATED SERVICE PLAN FOR CHERRY CREEK SOUTH METROPOLITAN DISTRICT NOS. 2 AND 3 AND CONSOLIDATED SERVICE PLAN FOR CHERRY CREEK SOUTH METROPOLITAN DISTRICT NOS. 2 AND 3 AND ANTHOLOGY WEST METROPOLITAN DISTRICT NOS. 4-6

WHEREAS, THE TOWN COUNCIL OF PARKER FINDS:

A. That Cherry Creek South Metropolitan District Nos. 2 and 3 were organized in November 2004, pursuant to a Consolidated Service Plan (with Cherry Creek South Metropolitan District Nos. 4 through 11), as approved by the Town in September 2004 (“Original Service Plan”); and

B. That an Amended and Restated Service Plan for Cherry Creek South Metropolitan District Nos. 2 and 3 and Consolidated Service Plan (“Service Plan”) for Cherry Creek South Metropolitan District Nos. 2 and 3 and Anthology West Metropolitan District Nos. 4-6 (collectively, “the Districts” or “proposed Districts”) was filed in the office of the Town Clerk of the Town of Parker; and

C. That it is the intent and purpose of the Service Plan to fully amend and restate the Original Service Plan, as the same specifically applies to Cherry Creek South Metropolitan District Nos. 2 and 3, such that each of such District Nos. 2 and 3 are authorized under, and shall have as their service plan solely the Service Plan, which Service Plan further provides for the organization of and applies to Anthology West Metropolitan District Nos. 4-6; and

D. 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

E. 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 Districts.

Upon consideration of the Service Plan, 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 Districts;

B. That the existing service in the area to be served by the proposed Districts is inadequate for present and projected needs;

C. That the proposed Districts are capable of providing economical and sufficient service to the area within their proposed boundaries;

D. That the area to be included in the proposed Districts 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 Districts 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 and approval for the Districts under the Service Plan will be in the best interests of the area proposed to be served;

J. That the creation of and approval for the Districts under the Service Plan 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 creation of and approval for the Districts under the Service Plan 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 Districts.

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 upon consideration thereof and all evidence disclosed at the public hearing thereon, that the Amended and Restated Service Plan for Cherry Creek South Metropolitan District Nos. 2 and 3 and Consolidated Service Plan ("Service Plan") for Cherry Creek South Metropolitan District No. 2, Cherry Creek South Metropolitan District No 3, Anthology West Metropolitan District No. 4, Anthology West Metropolitan District No. 5, and Anthology West Metropolitan District No. 6 (collectively, "the Districts" or "proposed Districts") shall be and the same Service Plan 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 Districts: 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. The Developer's indemnification letter shall be executed by all owners of the property within the District Boundaries of the Districts, which owners constitute the Developer and proponents of the Districts.

b. At their first meeting after either their organizational election or approval by the Town of the Service Plan, the Districts shall execute their District indemnification letters 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

**Light
Kelly**

Attorneys at Law

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 *SL*

DATE: March 22, 2016

SUBJECT: Proposed Amended and Restated Service Plan for Cherry Creek South Metropolitan District Nos. 2 and 3 and Consolidated Service Plan ("Service Plan") for Cherry Creek South Metropolitan District Nos. 2 and 3 and Anthology West Metropolitan District Nos. 4-6 (collectively, "the Districts")

The following sets forth our report on the proposed Amended and Restated Service Plan for Cherry Creek South Metropolitan District Nos. 2 and 3 and Consolidated Service Plan ("Service Plan") for the Cherry Creek South Metropolitan District Nos. 2 and 3 and Anthology West Metropolitan District Nos. 4-6 (collectively, "the Districts") which are set for a service plan public hearing before the Town Council on April 4, 2016 (continued from March 21). This report summarizes key information about the proposed Districts and the Service Plan.

Cherry Creek South Metropolitan Districts Nos. 2 and 3 and Anthology West Metropolitan Districts Nos. 4-6

Developer: Anthology Recovery Acquisition LLC
RainTree Investment Corporation

Attorney: White Bear Ankele Tanaka & Waldron

Finance: D.A. Davidson & Co.

Accounting: Not indicated in Service Plan.

Engineer: Harris Kocher Smith (Michael S. Moore, P.E.)

Bond Counsel: Not indicated in Service Plan.

Location: Southwest corner of the intersection of Hess Road and Motsenbocker Road.

Area/Land Use: Overall Service Area of approximately 191 acres.

Projected Population: Approximately 1,600 persons (residential).

Build Out Schedule: Portions of proposed District No. 2 are completed. District No. 3 (recreation center parcel) is built. Build out anticipated to be completed by end of 2021 (per Financial Plan).

Projected Assessed: \$13,437,522 projected total assessed valuation (District Nos. 2, 4 and 5 combined) in 2020, year of anticipated bond issues (per Financial Plan).

Powers: Per Model Service Plan (streets, water, sanitary sewer, storm sewer, park and recreation). District No. 3 holds title to Lot 1, Block 1, Stroh Ranch Filing No. 17B, 2nd Amendment, and operates and maintains the recreation center on that Lot. The Town-Districts IGA gives District No. 3 the authority to continue to own, operate and maintain the recreation center. No additional mill levy is authorized for these operation and maintenance purposes. Otherwise, for these Districts, no operation or maintenance functions and no separate mill levy therefor are authorized by this Service Plan.

Improvement Costs: \$5,842,104.80, consisting of improvements listed in Service Plan Exhibit D. The public improvements include without limitation street improvements, Oak Gulch drainage improvements and park and recreation improvements.

Debt Limit: \$10,000,000; 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 Levies: For the Districts:

- 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 for such portion of debt is limited to 35 mills less the number of mills needed to pay unlimited mill levy Debt.

- c. The 35 mill levy limit is “Gallagherized” using a 2000 base year, resulting in a current levy of 42.827 mills.

Fees: \$2000 per single-family detached residential unit; \$1,500 for each single-family attached or multi-family residential unit.

Dissolution: Per Model Service Plan, dissolution is to be initiated upon an independent determination of the Town that the purposes of District have been accomplished; no dissolution can occur until debts are paid or payment is provided for under applicable law. District No. 3 is authorized to operate and maintain the existing recreation center in its boundaries and therefore, those functions would need to be provided for at any dissolution.

Comments:

1. Cherry Creek South Metropolitan District Nos. 2 and 3 were originally organized in 2004 under a consolidated service plan with Cherry Creek South Metropolitan District Nos. 4 through 11, approved by the Town in September 2004. The areas within District Nos. 2 and 3 and within Districts Nos. 4-11 are essentially independent with the distinction of the Northern and Southern portions of the Stroh Ranch/Hess Ranch annexation lands. Further, District Nos. 2 and 3, within which portions of development were completed, did not achieve projected development revenue assumptions as were set forth in the original 2004 service plan. Consequently, under the Town Code, Section 10.11.060, District Nos. 2 and 3 require a service plan amendment for a material modification. This new Service Plan fully amends and restates the original service plan, *as the same specifically applies to District Nos. 2 and 3*, such that each of these two districts are now authorized under, and shall have as their service plan solely this new Service Plan. This Service Plan also provide for the organization of Anthology West Metropolitan District Nos. 4-6.

2. The Service Plan covers areas owned and to be developed by Anthology Recovery Acquisition LLC, its affiliate RainTree Investment Corporation, or other affiliates or successors. To order to align boundaries for the additional districts being created, the area within the new District No. 4 will be excluded from the existing boundaries of District No. 2. This is required to be done before organization of District No. 4, so as to avoid overlapping boundaries; however, as District No. 2 currently has general obligation debt outstanding, the area within its boundaries will after exclusion remain encumbered by the outstanding debt, per state statute. As noted in the overall map exhibit, District No. 3 encompasses the recreation center parcel; District No. 5 will encompass lands north of French Creek Area. District No. 2 as reconfigured will encompass Stroh Ranch Filing 17A, which is partially developed, and District No. 4 will encompass remaining areas owned by Anthology Recovery Acquisition. Anthology West Metropolitan District No. 6 is organized as a district with minimal area (0.15 acres) and may

serve as an operating district; any IGA for it to do so would be subject to Town review and approval.

4. The Financial Plan (Exhibit F) anticipates three bond issues: one of \$1.9 million for refinancing of existing District No. 2 debt, to be issued by District Nos. 2 and 4; one of \$6.645 million to be issued in 2020 by District Nos. 4 and 5; and one of \$900,000 to be issued in 2020 by District No. 2. The total public improvements costs anticipated for the Districts per the Capital Plan is approximately \$5.842 million. The higher debt limit is requested to accommodate the refinancing of existing District No. 2 debt and the proposal that District No. 2 also will issue \$900,000 in new debt to finance additional eligible public improvements expenses.

5. As noted above, this Service Plan serves to amend and restate the service plan for District Nos. 2 and 3 in their entirety and places these two districts under a new consolidated plan that also includes the three new Anthology West Districts. The 2004 service plan, as it applies to Cherry Creek South Metropolitan District Nos. 4-11 is not altered by virtue of approval of this service plan. It is anticipated that District Nos. 4-11 will file in the future a request for an amended and restated service plan.

6. With the unique features noted above, the proposed Service Plan generally conforms to the Town's Model Service Plan for a multiple district structure.

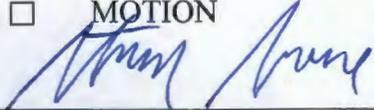


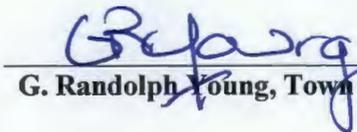
ITEM NO: 9C
DATE: 04/04/2016

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 type="checkbox"/> ORDINANCE FOR 1 ST READING | (03/21/2016) |
| <input type="checkbox"/> CONTRACT | <input checked="" 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 proposes to amend the EastMain Planned Development Guide addressing uses, setbacks and parking. The primary purpose of the amendment is to accommodate the Town Park Plaza as designed and the private development concept.

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. On March 21, 2016 Town Council approved the first reading of the Ordinance number 3.309.1 to amend the EastMain Planned Development Guide. The Planning Commission will make a recommendation to Town Council on March 24, 2016.

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 in the Guide.

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 private, mixed-use 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:

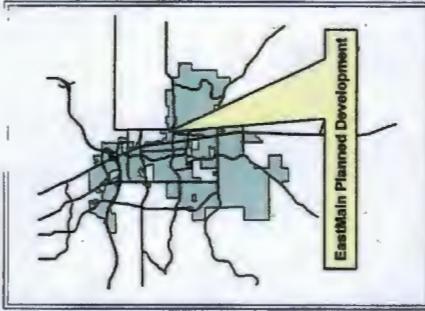
Carolyn Parkinson, Planner I; Steve Greer, Deputy Community Development Director; John Fussa, Community Development Director; James S. Maloney, Town Attorney

ATTACHMENTS:

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

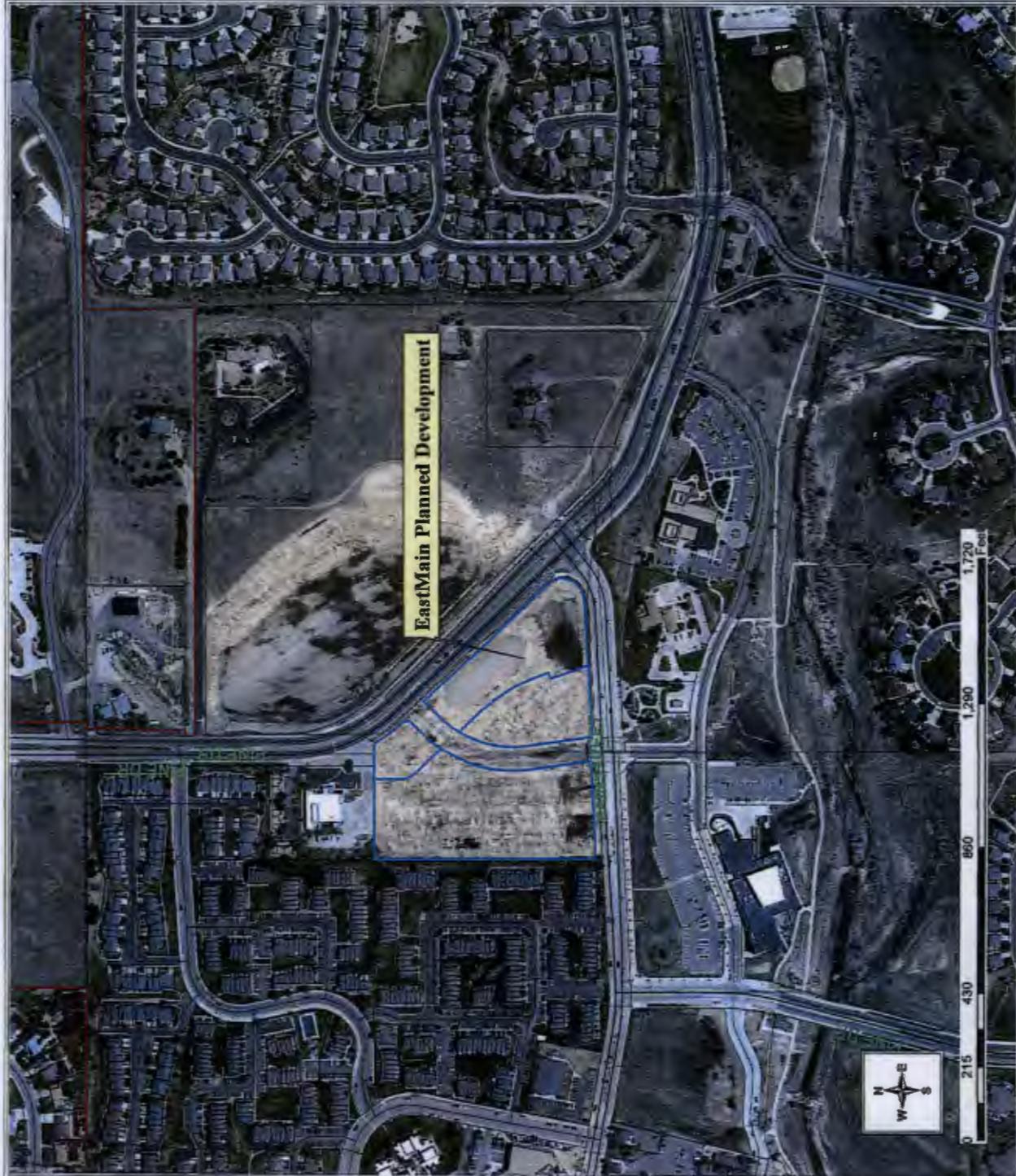
RECOMMENDED MOTION:

"I move to approve Ordinance No. 3.309.1 on second reading."



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

2016

Town
of
Parker

EXHIBIT B

**[EASTMAIN PLANNED
DEVELOPMENT – 1ST AMENDMENT]**

DEVELOPMENT GUIDE – Amended April 4th, 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.

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 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.

- 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.
- E. Cross lot shared parking easements will be required for all privately owned parking areas.
- F. On street parking is currently located along Mainstreet and is required on the internal streets within the development of the site.
- 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.

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 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
- 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

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. 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

- 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-family residential use where located less than 150-feet from Mainstreet as measured from right-of-way line
- B. Reserve

**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
- 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):	12'
Front (Internal Roads):	12'
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 incorporated 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.



**Community Development Department Memorandum
Development Review Division**

To: Town of Parker Planning Commission

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

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."

REVIEWS

Tom Williams	PLANNED DEVELOPMENT / ZONING PLAN - PW
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.	
2/5/2016 10:07:03 AM	

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 facade 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-family Residential 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 incorporated 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.

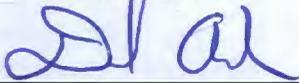


ITEM NO: 10
DATE: 04/04/2016

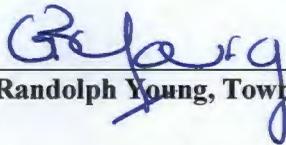
REQUEST FOR TOWN COUNCIL ACTION

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



Tom Williams, Engineering Director



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. Agreements

RECOMMENDED MOTION:

"I move to approve Ordinance No. 9.250 on second reading."

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



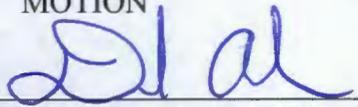


ITEM NO: 11
DATE: 04/04/2016

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



Tom Williams, Engineering Director



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:

N/A

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. Agreements

RECOMMENDED MOTION:

"I move to approve Ordinance No. 9.251 on second reading."

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.

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.

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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	
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Allocation of Emergency Activities

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



ITEM NO: 12
DATE: 04/04/2016

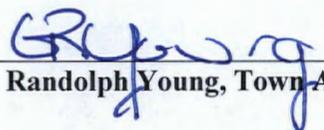
REQUEST FOR TOWN COUNCIL ACTION

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)

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

RECOMMENDED MOTION:

"I move to approve Ordinance No. 9.201.3 on second reading."

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:

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

ORDINANCE NO. 1.476

TO BE CONTINUED TO APRIL 18, 2016

ORDINANCE NO. 1.477

TO BE CONTINUED TO APRIL 18, 2016



ITEM NO: 15
DATE: 04/04/2016

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 type="checkbox"/> ORDINANCE FOR 1 ST READING | (03/21/2016) |
| <input type="checkbox"/> CONTRACT | <input checked="" 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

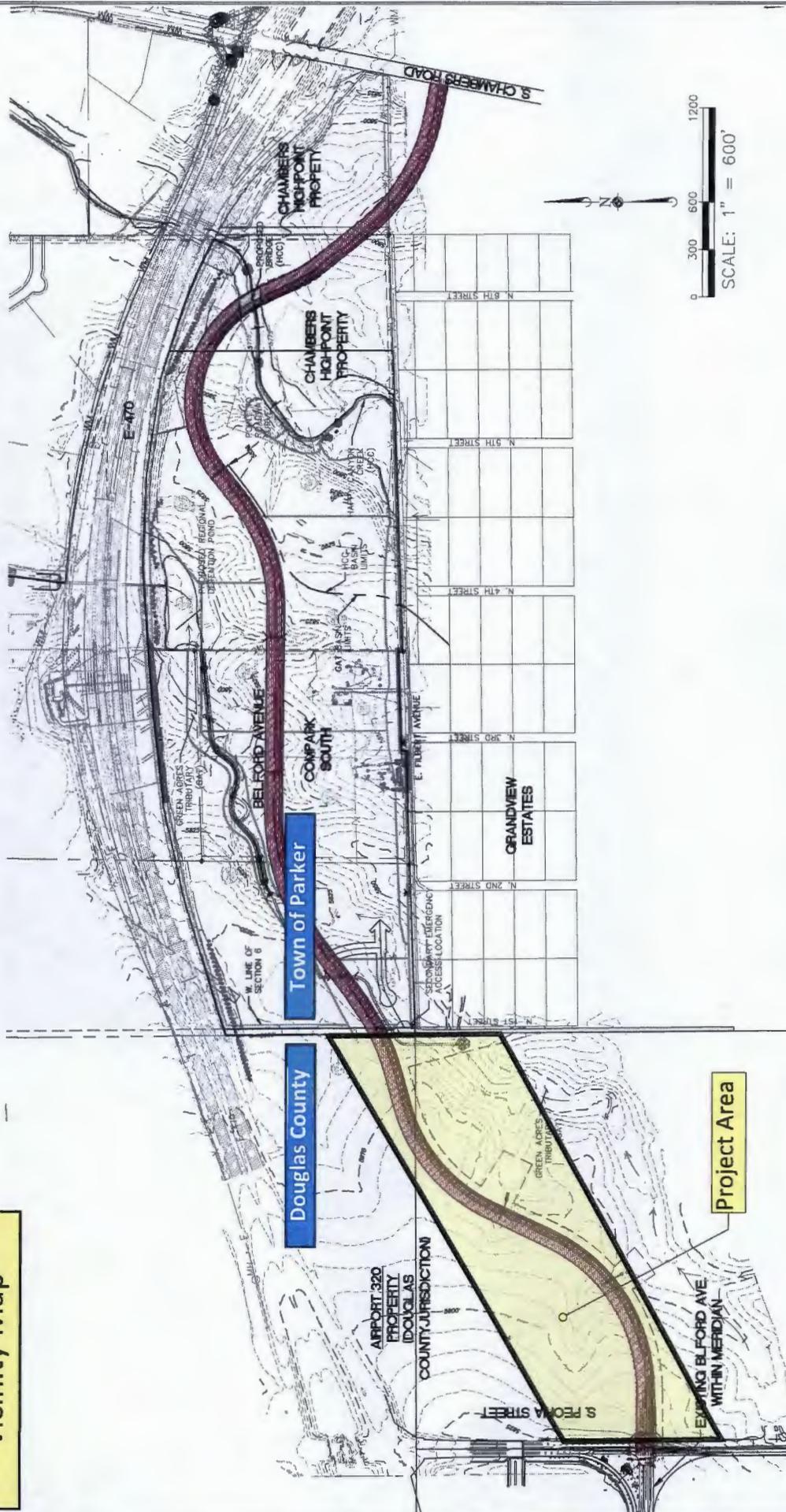
ATTACHMENTS:

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 second reading."

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:

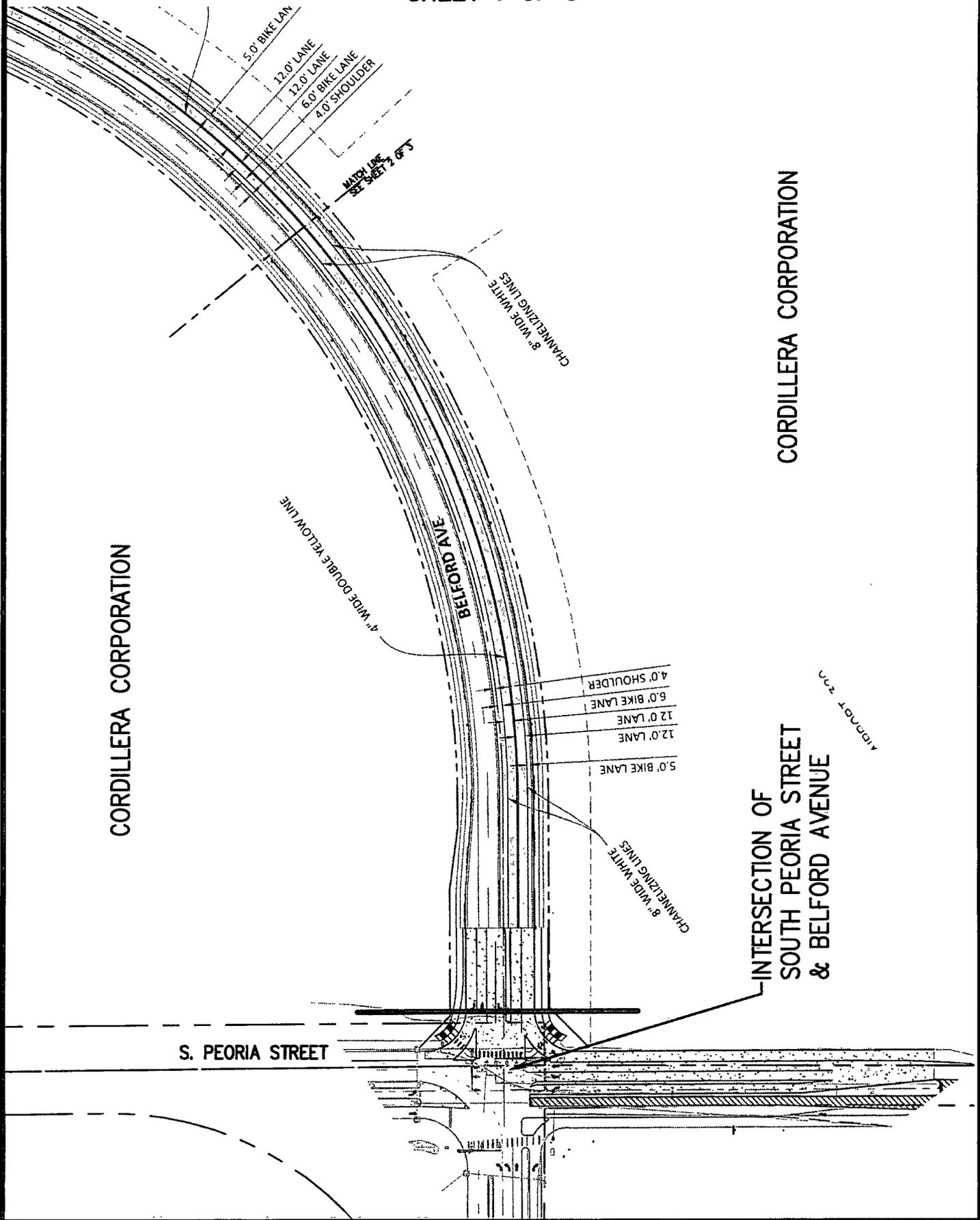
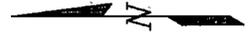
Kristin Decker, Sr. Assistant County Attorney

Andrew Copland, Director of Finance

EXHIBIT A

DESCRIPTION OF BELFORD AVENUE IMPROVEMENT PROJECT

EXHIBIT A
SHEET 1 OF 3



CORDILLERA CORPORATION

CORDILLERA CORPORATION

INTERSECTION OF
SOUTH PEORIA STREET
& BELFORD AVENUE

S. PEORIA STREET

BELFORD AVE

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

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

MATCH LINE
SEE SHEET 2 OF 3

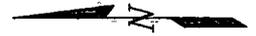
8' WIDE WHITE
CHANNELIZING LINES

8' WIDE WHITE
CHANNELIZING LINES

4' WIDE DOUBLE YELLOW LINE

NO. 100001

EXHIBIT A
SHEET 2 OF 3



CORDILLERA CORPORATION

CORDILLERA CORPORATION

BELFORD AVE

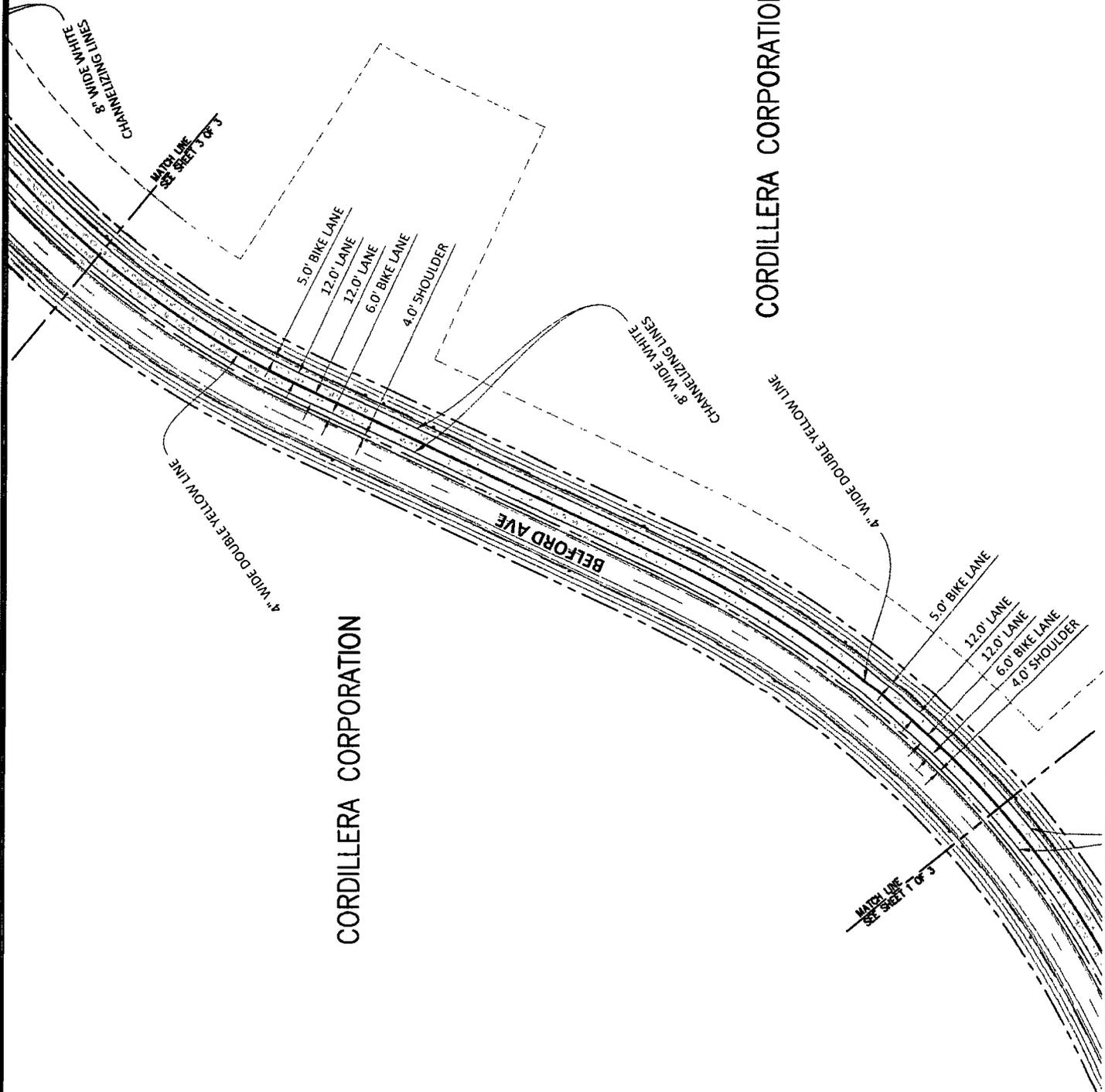
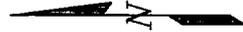


EXHIBIT A
SHEET 3 OF 3



COMPARK
VILLAGE
SOUTH

GREEN ACRES TRAIL

N. 1ST STREET

TOWN OF PARKER
MUNICIPAL BOUNDARY

CORDILLERA CORPORATION

BELFORD AVE

CORDILLERA CORPORATION

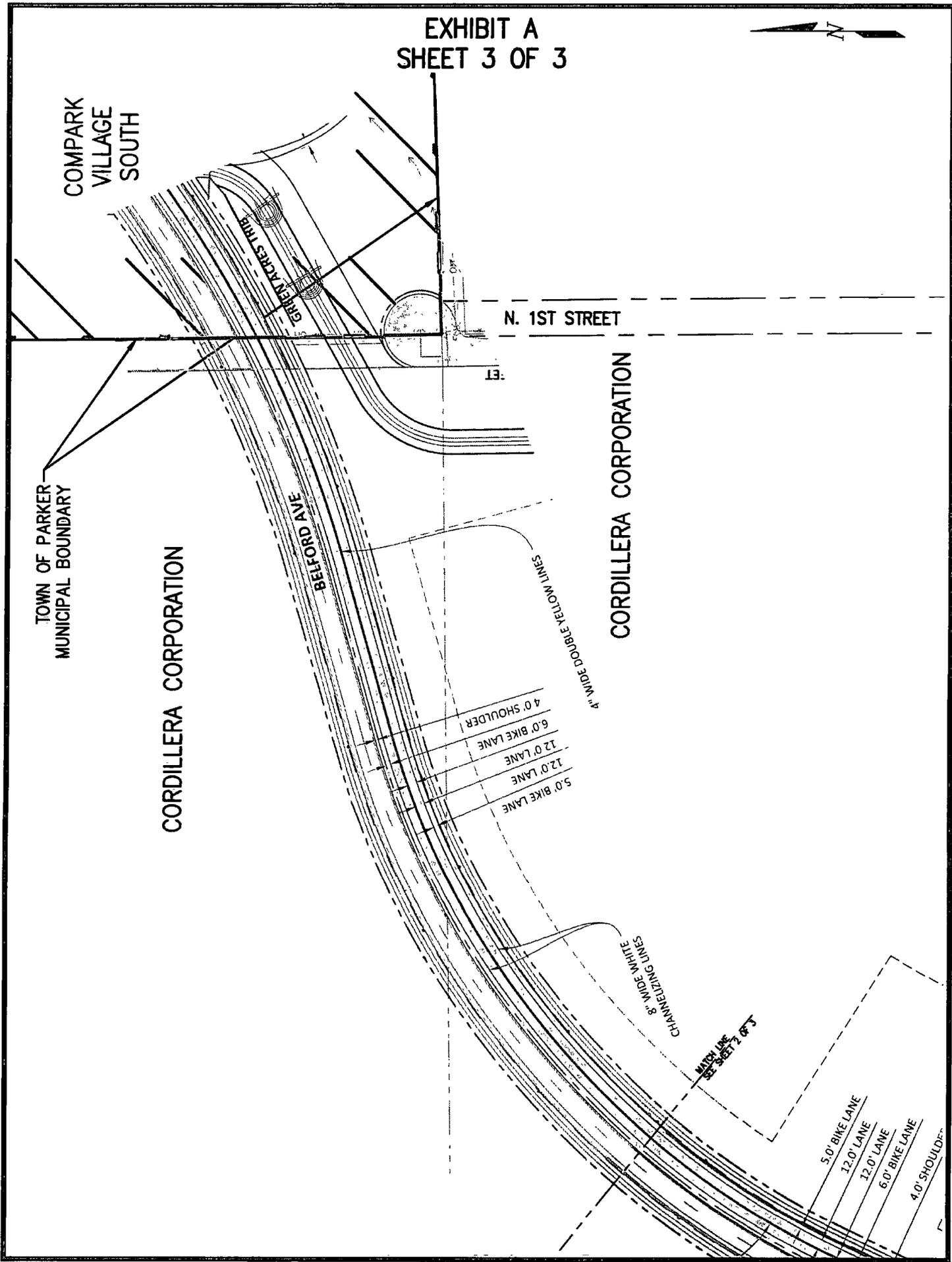
4.0' SHOULDER
6.0' BIKE LANE
12.0' LANE
12.0' LANE
5.0' BIKE LANE

4" WIDE DOUBLE YELLOW LINES

8" WIDE WHITE
CHANGELINE LINES

MATCH LINE
SEE SHEET 2 OF 3

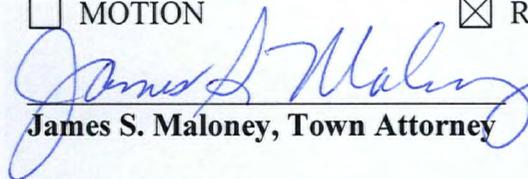
5.0' BIKE LANE
12.0' LANE
12.0' LANE
6.0' BIKE LANE
4.0' SHOULDER

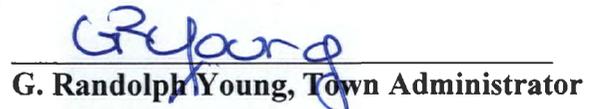


REQUEST FOR TOWN COUNCIL ACTION

TITLE: RESOLUTION NO. 16-027 – A Resolution to Allow a Partial Waiver of Section 13.006.030(b)(6), (7) and (12) of the Parker Municipal Code for the Use by Special Review and Site Plan Application Submitted by Public Service Company of Colorado / Xcel Energy for the Pawnee-Daniels Park 345 kV Transmission Line Project

- | | |
|---|--|
| <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 |


James S. Maloney, Town Attorney


G. Randolph Young, Town Administrator

ISSUE: The Applicant is requesting a partial waiver of the Town Code to defer the submittal of certain plans, until such time as the Applicant can start construction of the Project, which will allow for such plans to be reviewed according to local, state and federal standards that are in place in May of 2020 when the Applicant is allowed to construct the Project.

PRIOR ACTION: The Applicant has submitted an incomplete Application for the Project.

FUNDING/BUDGET IMPACT: None

BACKGROUND: Public Service Company of Colorado/Xcel Energy (the “Applicant”), submitted an application for a use by special review and site plan (the “Application”) for the Pawnee-Daniels Park 345 kV Transmission Line Project (the “Project”). The Application does not contain the drainage plan, landscape plan or civil construction drawings required by the Town Code, for the reason that the Applicant cannot start construction of the Project until May of 2020. The Applicant is requesting a partial waiver to defer the submittal and the Town’s review of these plans until the Applicant can construct the Project, which plans will be reviewed according to the local, state and federal standards that are in place at the time the Project is constructed.

RECOMMENDATION: Approve.

PREPARED/REVIEWED BY: Patrick Mulready, Senior Planner; James S. Maloney, Town Attorney

ATTACHMENT: Resolution No. 16-027

RECOMMENDED MOTION: "I move to approve Resolution No. 16-027, as a part of the consent agenda."

RESOLUTION NO. 16-027, Series of 2016

TITLE: A RESOLUTION TO ALLOW A PARTIAL WAIVER AND DEFERRAL OF THE REQUIREMENTS OF SECTION 13.06.030(b)(6), (7) AND (12) OF THE PARKER MUNICIPAL CODE FOR THE USE BY SPECIAL REVIEW AND SITE PLAN APPLICATION SUBMITTED BY PUBLIC SERVICE COMPANY OF COLORADO / XCEL ENERGY FOR THE PAWNEE-DANIELS PARK 345 kV TRANSMISSION LINE PROJECT

WHEREAS, a land use application was filed by Public Service Company of Colorado/Xcel Energy (the "Application") for a use by special review and site plan for the Pawnee-Daniels Park 345 kV Transmission Line project (the "Project");

WHEREAS, Section 13.06.030(b) of the Parker Municipal Code contains the submittal requirements for a land use application, which includes a drainage plan, a landscape plan, and civil construction drawings;

WHEREAS, the Application did not contain the drainage plan, landscape plan, or civil construction drawings required by Section 13.06.030(b)(6), (7) and (12) of the Parker Municipal Code;

WHEREAS, the project requires both approval of the Colorado Public Utilities Commission (the "CPUC") and the Town. The CPUC approved the Project on March 11, 2015, conditioned on the Project not beginning until May 1, 2020, and recognizing the role of the Town to address matters in accordance with its local land use regulations;

WHEREAS, Section 2.2.1 of the Town of Parker Roadway and Construction Criteria Manual provides that construction plans, drainage reports and other technical documents are approved initially for one (1) year and the approvals will expire if construction has not commenced during this one-year time period;

WHEREAS, the policy reason for limiting approvals to one (1) year is to address changes in construction, as well as environmental regulatory standards, which changes are frequently made at the local, state and federal levels of government;

WHEREAS, it would be more appropriate for the Applicant to comply with Section 13.06.030(b)(6), (7) and (12) of the Parker Municipal Code at such time as the Applicant is prepared to build the Project, which is some time after May 1, 2020;

WHEREAS, the Applicant's compliance with Section 13.06.030(b)(6), (7) and (12) of the Parker Municipal Code are not being waived outright, but rather deferred until such time as the Applicant is prepared to build the Project, to ensure that if the Application for the Project is ultimately approved by the Town, the Applicant complies with all local, state and federal construction and environmental regulatory standards that are in effect at the time the Project is constructed;

WHEREAS, Section 13.01.100 of the Parker Municipal Code authorizes waivers from the Parker Land Development Ordinance “if it is deemed by Town Council to be in the public interest and does not impair the intent and purposes of this Title. The conditions of any waiver authorized shall be stated in writing by the Town Council with the justifications set forth;” and

WHEREAS, deferring the Applicant’s compliance with Section 13.06.030(b)(6), (7) and (12) of the Parker Municipal Code is in the public interest and the intent and purposes of this Title will not be impaired for the reason that the Applicant will be required to comply with Section 13.06.030(b)(6), (7) and (12) of the Parker Municipal Code prior to the construction of the Project.

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 the partial waiver described herein does not waive compliance, but rather defers compliance with Section 13.06.030(b)(6), (7) and (12) of the Parker Municipal Code until such time as the Applicant is ready to construct the Project.

Section 2. The Town Council further determines that the partial waiver described herein is in the public interest and does not impair the intent and purpose of the Parker Land Development Ordinance.

Section 3. The Town Council hereby defers Section 13.06.030(b)(6), (7) and (12) of the Parker Municipal Code until such time as the Applicant is prepared to construct the Project.

Section 4. In the event that the Application is approved, the Town Council directs that a condition of approval be included that requires the Applicant to comply with Section 13.06.030(b)(6), (7) and (12) of the Parker Municipal Code, and obtain the Town’s approval of the drainage plan, the landscaping plan and the civil construction drawings, prior to starting construction of the project.

Section 5. The Recitals of this Resolution are incorporated herein by this reference.

RESOLVED AND PASSED this ____ day of _____, 2016.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk