

**TOWN OF PARKER COUNCIL AGENDA
APRIL 18, 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**

- **Lutheran High School 3A Girls Basketball Team Champions**
- **Dr. Mark Thorsen – 2016 Secondary Educator of the Year**

3. **PARKER CHAMBER OF COMMERCE UPDATES**

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

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

6. **CONSENT AGENDA**

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

A. **APPROVAL OF MINUTES**
April 4, 2016

B. **SECOND AMENDMENT TO TRANSIT SHELTER AGREEMENT**
Department: Community Development, Mary Munekata

C. **ORDINANCE NO. 9.254 – First Reading**
A Bill for an Ordinance Approving the Intergovernmental Agreement with the Douglas County Clerk and Recorder Regarding the Conduct and Administration of the November 8, 2016 Coordinated Election
Department: Town Attorney, Jim Maloney
Town Clerk, Carol Baumgartner
Second Reading: May 2, 2016

- D. *ORDINANCE NO. 9.255 – First Reading*
A Bill for an Ordinance Approving the Intergovernmental Agreement Between the Town of Parker and the Douglas County School District RE-1 Regarding Cost Sharing for Access Drive Improvements to Legend High School
Department: Engineering, Chris Hudson
Second Reading: May 2, 2016
- E. *ORDINANCE NO. 3.01.109 – First Reading*
A Bill for an Ordinance to Amend Sections 13.04.100 and 13.04.120 of the Parker Municipal Code Concerning Assembly Uses
Department: Community Development, Ryan McGee
Second Reading: May 2, 2016
- F. *RESOLUTION NO. 16-029*
A Resolution to Reduce the Number of Members of the Board of Directors of the Greater Parker Foundation from Eight Members to Two Members and to Appoint the Directors of the Greater Parker Foundation
Department: Town Attorney, Jim Maloney
- G. *RESOLUTION NO. 16-030*
A Resolution to Appoint the Officers to the Greater Parker Foundation
Department: Town Attorney, Jim Maloney
- H. *RESOLUTION NO. 16-031*
A Resolution Accepting the Conveyance of a Drainage Easement from Dransfeldt Business Park, L.L.C., along the Eastern Boundary of Lot 1, Block 1, Parkglenn West Filing No. 3
Department: Engineering, Alex Mestdagh
- I. *RESOLUTION NO. 16-032*
A Resolution Accepting the Conveyance of a Sight Distance Easement from Dransfeldt Business Park, L.L.C., at the Western Access of Lot 1, Block 1, Parkglenn West Filing No. 3
Department: Engineering, Alex Mestdagh
- J. *RESOLUTION NO. 16-033*
A Resolution Accepting the Conveyance of a Sight Distance Easement from Dransfeldt Business Park L.L.C., at the Southern Access of Lot 1, Block 1, Parkglenn West Filing No. 3
Department: Engineering, Alex Mestdagh
- K. *RESOLUTION NO. 16-034*
A Resolution Accepting the Conveyance of Real Property from 2010-Cottonwood LLC for Cottonwood Drive at Jordan Road
Department: Engineering, Tom Gill
- L. *RESOLUTION NO. 16-035*
A Resolution to Determine that the Chambers Highpoint Property Annexation Petition Substantially Complies with the Requirements of the Annexation Act of 1965 and to Set a Public Hearing Date for June 20, 2016
Department: Community Development, Patrick Mulready

M. **CONTRACTS ABOVE \$100,000**

- *2016 Townwide Pavement Markings – Long Line Project (CIP 16-008)*
Amount: \$112,125.00
Contractor: Kolbe Striping, Inc.
Department: Engineering, Chris Hudson

- *Stroh Soccer Park – Parking Lot Expansion (CIP 16-010)*
Amount: \$494,494.00
Contractor: Noraa Concrete Construction Corporation
Department: Engineering, Tom Gill

- *Equipment Upfitting for Vehicles*
Amount: \$187,017.60
Department: Finance, Traci Gorman

- *East Mainstreet Site Development – Phase 2 (CIP15-0014) – North Mainstreet Streetscape*
Amount: \$339,511.66
Contractor: Fransen Pittman
Department: Engineering, Alex Mestdagh

- *Construction Manager/General Contractor (CM/GC) Contract with Fransen Pittman General Contractors for The Plaza on Main Project*
Amount: \$7,400,000.00
Contractor: Fransen Pittman General Contractors
Department: Engineering, Bob Exstrom

- *Professional Services Agreement with Stanley Consultants for The Plaza on Main Project*
Amount: \$135,914.00
Contractor: Stanley Consultants
Department: Engineering, Bob Exstrom

7. **TOWN ADMINISTRATOR**

- **Reports**

8. **PUBLIC HEARINGS**

A. **TAX AND FEE ASSISTANCE PROGRAM AGREEMENT FOR THE PARKER KEYSTONE**

Department: Economic Development, Matt Carlson

B. **MAINSTREET AND PINE MARKETPLACE LOT 3, 4TH AMENDMENT – Site Plan**

Applicant: Town of Parker
Location: Northwest corner of Mainstreet and Pine Drive
Department: Community Development, Ryan McGee

C. **DRANSFELDT PLACE SUBDIVISION LOTS 8 AND 10 – Use by Special Review**

Applicant: Todd Wright
Location: Generally located on the east side of Dransfeldt Road south of Lincoln Meadows Parkway
Department: Community Development, Ryan McGee

9. **ORDINANCE NO. 9.253** – Second Reading
A Bill for an Ordinance Approving 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**
10. **ORDINANCE NO. 1.478** – Second 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**
11. **ORDINANCE NO. 1.476** – Second Reading
A Bill for an Ordinance to Approve an Easement for Access and Other Use of Right-of-Way
Department: **Engineering, Tom Williams**
12. **ORDINANCE NO. 1.477** – Second Reading
A Bill for an Ordinance to Approve an Easement for Vehicle Parking and Other Use of Right-of-Way
Department: **Engineering, Tom Williams**
13. **ADJOURNMENT**

Parker Town Council

Executive Session Agenda

April 18, 2016

“To consider the purchase, acquisition, lease, transfer or sale of real, personal or other property, pursuant to C.R.S. § 24-6-402(4)(a).”

1. The potential purchase and sale of Town owned property on Mainstreet

“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).”

2. Proposed amendments to the subdivision agreement associated with the Vantage Point Property

"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. CRS Section 24-6-402

**TOWN OF PARKER COUNCIL
MINUTES
APRIL 4, 2016**

Mayor Mike Waid called the meeting to order at 5:46 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 were two items, the first was a Use and Possession Agreement Horse Creek HOA and the second was Olde Town Annexation Agreement; under C.R.S. § 24-6-402(4)(b) there were two (2) items, the first was a specific legal question concerning Affirmatively Furthering Fair Housing 24 C.F.R. Parts 5, 91, 270 and 903 and the second was a specific legal question concerning Section 13.04.205 of the Parker Municipal Code.

EXECUTIVE SESSION

Josh Martin moved and Josh Rivero 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 Executive Session at 7:11 P.M.

The motion was approved unanimously.

REGULAR MEETING

Mayor Waid reconvened the meeting at 7:21 P.M.

Grace and Cameron (students in the audience) led the Town Council and audience in the Pledge of Allegiance.

SPECIAL PRESENTATIONS – None

PARKER CHAMBER OF COMMERCE UPDATES

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

DOWNTOWN BUSINESS ALLIANCE UPDATES

Shelly Mango gave an update of the Downtown Business Alliance's events and activities.

PUBLIC COMMENTS – None

REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL

John Diak

Attended the 25th Bruce Springsteen concert last Thursday.

Renee Williams

Attended the Douglas County Transit Solutions

Joshua Rivero

Attended the Douglas County Youth Initiative at which they chose the Outstanding Youth Awards. They had 30 applications and narrowed it down to 10. They will present awards and nomination letters on Monday, April 25. The awards are given at the Douglas County Commissioners' meeting.

Josh Martin

He gave kudos to the E470 staff during the snow storm.

Mike Waid

1. Flipped pancakes at Ponderosa High School last week.
2. Attended the Hatch Chiropractic ribbon cutting.
3. Advised that his orange and blue hair is for the St. Baldrick's Foundation for children's pediatric cancer research.

The Mayor requested a motion to move Item 16 before Item 9.

Renee Williams moved to move Item 16 before Item 9.

Amy Holland seconded the motion.

The motion was approved unanimously.

CONSENT AGENDA

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

Mayor Waid requested that Item 7A be removed for discussion.

Josh Rivero moved and Debbie Lewis seconded to remove Item 7A for discussion.

The motion was approved unanimously.

Amy Holland moved and Renee Williams seconded to approve Consent Items 7B through 7H.

The motion was approved unanimously.

Item 7A

Town Attorney Jim Maloney advised that in regard to the Alcorn Property Annexation, the Mayor made a comment that it would come back in front of Council and Jim Maloney advised that it would not come back to Council because site plans are administratively approved. The Chronicle's article stated that it would come back to Council. It was asked that this statement be clarified and that it be put in the March 21, 2016 minutes.

Joshua Rivero moved and Debbie Lewis seconded that during the Public Hearing the Town Attorney advised the Town Council that the site plan is reviewed administratively by staff and is not reviewed and approved by the Town Council.

The motion was approved unanimously.

TOWN ADMINISTRATOR

- **Reports**

Randy Young advised that he tried to get out of town on the snow day, however, the airport closed.

He met with Dennis Houston regarding Parker Days and attended the Town Administrator's luncheon last week. The luncheon is to take a group of employees out and it gives them the opportunity to get to know each other.

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

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.

It was pointed out that the Applicant has submitted an incomplete application for the Project. It 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.

Town Attorney Jim Maloney provided additional details on the subject. It was pointed out that staff supports this request and it is in the public interest of the residents and the Town.

Public Comment

Mr. David Prok, 20590 Regency Way, spoke against this project.

Stefanie Lungren, Edinborough Place, stated that their position is that none of the lines are acceptable.

Josh Rivero moved to approve Resolution No. 16-027.

Renee Williams seconded the motion.

The motion was approved unanimously.

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**

8:30 P.M.

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. The application was administratively reviewed by Town staff as required by Section 10.11.160 of the Parker Municipal Code. A comprehensive analysis was contained in the written report given to Council.

Kristen Bear of White Bear Ankele Tanaka & Waldron, represented the applicant and discussed the fees. She also pointed out that the notice of the hearing was published on February 25, 2016 in the News Press and she believed it was in compliance with the Town’s code.

Public Comment – None

The Public Hearing was closed at 8:39 P.M.

Joshua Rivero moved to approve Resolution No. 16-023.

Josh Martin seconded the motion.

The motion was approved unanimously.

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**

8:39 P.M.

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.

The application was administratively reviewed by Town staff as required by Section 10.11.160 of the Parker Municipal Code and a comprehensive analysis was provided to Town Council.

Kristen Bear of White Bear Ankele Tanaka & Waldron, stated that this is in compliance with Town code and Title 32. She advised that they are in material modification and are required to give a service plan amendment that coincides with the new service plans. She then described the different districts and stated that the debt being issued is split in three parts.

Public Comment

Richard Stout, 18316 French Creek Ave., asked if he was going to incur another 35 mills and the answer was that he would not.

The Public Hearing was closed at 8:50 P.M.

John Diak moved to approve Resolution No. 16-024.

Amy Holland seconded the motion.

The motion was approved unanimously.

- 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

8:50 P.M.

The Town proposed 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.

Primary changes to the approved EastMain Development Guide were to the Site Development, Planning Area 2 – Park/Plaza and Planning Area 3. (Detailed information is available in the Community Development Department.)

Public Comment – None

The Public Hearing was closed at 8:55 P.M.

Josh Martin moved to approve Ordinance No. 3.309.1 on second reading.

Renee Williams seconded the motion.

The motion was approved unanimously.

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

The Town 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.

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.

Public Comment – None

Joshua Rivero moved to approve Ordinance No. 9.250 on second reading.

Debbie Lewis seconded the motion.

The motion was approved unanimously.

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

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.

Public Comment – None

Amy Holland moved to approve Ordinance No. 9.251 on second reading.

Joshua Rivero seconded the motion.

The motion was approved unanimously.

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

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. This project is funded by the Town of Parker, the Cherry Creek Basin Water Quality Authority and the Urban Drainage and Flood Control District. 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

Public Comment – None

John Diak moved to approve Ordinance No. 9.201.3 on second reading.

Josh Martin seconded the motion.

The motion was approved unanimously.

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

Debbie Lewis moved to continue this item to April 18, 2016.

Josh Martin seconded the motion.

The motion was approved unanimously.

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

Joshua Rivero moved to continue this item to April 18, 2016.

Renee Williams seconded the motion.

The motion was approved unanimously.

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

This item is 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.

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 two-lane roadway section is approximately 2,000 feet in length and has been coordinated with the Town's Public Works Department.

The IGA 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.

Public Comment – None

Joshua Rivero moved to approve Ordinance No. 9.252 on second reading.

Josh Martin seconded the motion.

The motion was approved unanimously.

The meeting was adjourned at 9:14 P.M.

Carol Baumgartner, Town Clerk

Mike Waid, Mayor



ITEM NO: 6B
DATE: 04/18/2016

REQUEST FOR TOWN COUNCIL ACTION

TITLE: SECOND AMENDMENT TO TRANSIT SHELTER AGREEMENT

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

Rosemary Sietsema for

John Fussa, Community Development Director

G. Randolph Young

G. Randolph Young, Town Administrator

ISSUE:

The Town desires to amend the agreement with Outdoor Promotions, LLC to prohibit the advertising of marijuana on transit shelters and to align with current Town ordinances regarding marijuana.

PRIOR ACTION:

On March 1, 2000, Town Council approved the original agreement.

FUNDING/BUDGET IMPACT:

None

BACKGROUND:

The Town entered into an agreement with Outdoor Promotions West, LLC to permit the company to build and maintain transit shelters at certain bus stops located within the Town limits. The Town continues to work with Outdoor Promotions, LLC (name change in 2004) as the Town's transit bus shelter provider. There are currently 21 bus shelters throughout Town. The shelters include two advertising display panels as described in the agreement.

Paragraph 4 of Article II of the agreement prohibits certain advertising, including advertising related to alcohol and tobacco products. This amendment adds additional language that would prohibit advertising related to the medical use of marijuana or the personal use of marijuana.

RECOMMENDATION:

Staff recommends Town Council approve the second amendment to the transit shelter agreement.

PREPARED/REVIEWED BY:

Mary Munekata, Associate Planner, Bryce Matthews, Comprehensive Planning Manager, Steve Greer, Deputy Community Development Director, John Fussa, Community Development Director, James S. Maloney, Town Attorney

ATTACHMENTS:

Transit Shelter Agreement Second Amendment

RECOMMENDED MOTION:

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

SECOND AMENDMENT TO TRANSIT SHELTER AGREEMENT

This Second Amendment to the Transit Shelter Agreement (the "Second Amendment") is made and entered into this _____ day of _____, 2016, by and between the TOWN OF PARKER, a Colorado municipal corporation (the "Town"), and OUTDOOR PROMOTIONS, LLC, a Delaware limited liability company ("Outdoor Promotions").

RECITALS:

1. The Town and Outdoor Promotions West, LLC, entered into the Transit Shelter Agreement on March 1, 2000 (the "Agreement"), pursuant to which illuminated transit shelters are installed and maintained in compliance with the Agreement at certain bus stop sites identified from time to time by the Town.
2. On April 23, 2004, the Town, Outdoor Promotions West, LLC, and Outdoor Promotions, Inc., entered into the Assignment and Assumption Agreement (Transit Shelter Agreement), in which all rights, title, obligations, and liabilities were assigned to and assumed by Outdoor Promotions, Inc.
3. On July 23, 2004, the Town and Outdoor Promotions, Inc., entered into the First Amendment of the Agreement.
4. On February 21, 2008, Outdoor Promotions, LLC, requested the Town's consent to assign the Agreement from Outdoor Promotions, Inc. to Outdoor Promotions, LLC, to which the Town gave its consent on February 29, 2008.
5. The medical use of marijuana (Colorado Constitution Article XVIII, Section 14) and the personal use of marijuana (Colorado Constitution Article XVIII, Section 16), were initiated amendments to the Colorado Constitution after the effective date of the Agreement.
6. Paragraph 4 of Article II of the Agreement prohibits certain advertising, including advertising related to alcohol and tobacco products.
7. The Town and Outdoor Promotions desire to amend Paragraph 4 of Article II of the Agreement to prohibit advertising related to the medical use of marijuana and the personal use of marijuana.
8. The Town and Outdoor Promotions desire to amend Article XIV, Notice, of the Agreement.

NOW, THEREFORE, for and in consideration of the above premises and the terms, covenants and conditions set forth herein, the Town and Outdoor Promotions hereby agree to this Second Amendment as follows:

Section 1. Paragraph 4 of Article II of the Agreement is hereby amended to provide as follows:

4. Advertising. Each transit shelter installed by Outdoor Promotions shall contain three panels, two of which shall contain space for advertising displays measuring no more than 48" wide and 72" high, either placed back-to-back or positioned to form a triangular display. In certain limited locations where visibility of an advertising panel from an adjacent public right-of-way may be an issue, Outdoor Promotions may request approval of a variation of design on a site-specific basis, which approval is subject to the sole discretion of the Town. The varied transit shelter design shall contain three (3) panes, two (2) of which shall contain space for advertising displays measuring no more than forty-eight inches (48") wide and seventy-two inches (72") high. These two (2) panels shall be located on opposite ends of the transit shelter structure, each facing oncoming traffic at a thirty degree (30°) or greater angle from the adjacent public right-of-way. Such displays shall be used solely for advertising materials and public service announcements. Outdoor Promotions shall use its best reasonable efforts to obtain revenue generating advertisements for the two (2) advertising display panels on each transit shelter, except where the Town has the right to utilize a panel for public service announcements. Except with respect to the monthly fee payable to the Town pursuant to Article IV hereof, Outdoor Promotions shall have the right to retain all revenues generated from the advertising displays on all transit shelters. Under no circumstances shall any advertising display contain indecent or vulgar pictures, graphics or language, or include advertising for any medical use of marijuana, personal use of marijuana, alcohol or tobacco products. Outdoor Promotions further agrees not to display advertising relating to contraception, pornography, politics or religion. Outdoor Promotions agrees to remove within forty-eight (48) hours after its receipt of the Town's written notification requesting such removal, any advertisements which the Town in its reasonable discretion deems to be offensive, or in conflict with the Town's health, safety and welfare concerns. In the event that Outdoor Promotions fails to remove such advertisements within such 48-hour period, the Town may remove the materials at Outdoor Promotions' sole cost and expense.

Section 2. Article XIV, Notice, of the Agreement is amended to read as follows:

To the Town:

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

To Outdoor Promotions:

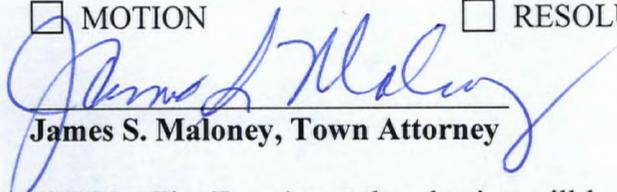
Outdoor Promotions, LLC ²⁰³
Attn: General Manager Melissa Ferris
5747 Nicklaus Drive 5100 S. College Ave, Ste A
Ft. Collins, Colorado ~~80528~~ 80525

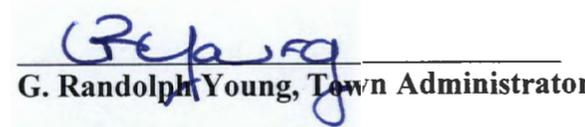
Section 3. The Town and Outdoor Promotions acknowledge and agree that the Agreement has not been amended, except as provided in the Assignment and Assumption Agreement (Transit Shelter Agreement), the First Amendment, the Consent, and this Second Amendment.

REQUEST FOR TOWN COUNCIL ACTION

TITLE: ORDINANCE NO. 9.254 – A Bill for an Ordinance Approving the Intergovernmental Agreement with the Douglas County Clerk and Recorder Regarding the Conduct and Administration of the November 8, 2016, Coordinated Election

- | | |
|---|--|
| <input type="checkbox"/> PUBLIC HEARING | <input checked="" type="checkbox"/> ORDINANCE FOR 1 st READING (04/18/2016) |
| <input type="checkbox"/> CONTRACT | <input type="checkbox"/> ORDINANCE FOR 2 nd READING (05/02/2016) |
| <input type="checkbox"/> MOTION | <input type="checkbox"/> RESOLUTION |


James S. Maloney, Town Attorney


G. Randolph Young, Town Administrator

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

PRIOR ACTION: On February 1, 2016, the Town Council passed Resolution No. 16-010, stating the Town Council's intent to coordinate the Town's regular election with Douglas County's coordinated election.

FUNDING/BUDGET IMPACT: The cost to the Town to participate in the coordinated election is estimated by Douglas County to be \$26,110.76.

BACKGROUND: Under the "Uniform Election Code," the Town will coordinate its election with Douglas County. On February 1, 2016, the Town Council passed Resolution No. 16-010 in order to participate in the November 8, 2016, Douglas County coordinated election. Under the Uniform Election Code, the Town and Douglas County are required to enter into an intergovernmental agreement to conduct the election. Attached is the form of the 2016 intergovernmental agreement to be entered into between the Town and Douglas County.

RECOMMENDATION: Approve.

PREPARED/REVIEWED BY: Carol Baumgartner, Town Clerk; James S. Maloney, Town Attorney.

ATTACHMENT: Ordinance No. 9.254, along with the Intergovernmental Agreement.

RECOMMENDED MOTION: "I move to approve Ordinance No. 9.254 on first reading and schedule second reading for May 2, 2016, as a part of the consent agenda."

ORDINANCE NO. 9.254, Series of 2016

TITLE: A BILL FOR AN ORDINANCE APPROVING THE INTERGOVERNMENTAL AGREEMENT WITH THE DOUGLAS COUNTY CLERK AND RECORDER REGARDING THE CONDUCT AND ADMINISTRATION OF THE NOVEMBER 8, 2016, COORDINATED ELECTION

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

WHEREAS, the Town Council of the Town of Parker adopted Resolution No. 16-010, Series of 2016, stating the Town's intent to participate in the Douglas County Coordinated Election on November 8, 2016, and appointing the Town Clerk as the designated election official of the Town;

WHEREAS, the Town has sufficient funds available and appropriated in its approved budget to pay the Town's prorated election expenses for the coordinated election;

WHEREAS, the Town Council of the Town of Parker desires to enter into an Intergovernmental Agreement with the Douglas County Clerk and Recorder Regarding the Conduct and Administration of the November 8, 2016, Coordinated Election; and

WHEREAS, the Town Council of the Town of Parker desires to authorize the Mayor to execute the Intergovernmental Agreement with the Douglas County Clerk and Recorder Regarding the Conduct and Administration of the November 8, 2016, Coordinated Election.

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

Section 1. The Town Council of the Town of Parker hereby approves the Intergovernmental Agreement by and between the Douglas County Clerk and Recorder and the Town of Parker Regarding the Conduct and Administration of the November 8, 2016, Coordinated Election, which agreement shall be in substantially the same form as the agreement attached hereto as **Exhibit 1**. The Town Council further authorizes the Mayor of the Town to enter into the Intergovernmental Agreement on behalf of the Town in substantially the same form as attached hereto, following final approval by the Town Attorney.

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

Section 3. **Safety Clause.** The Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Parker, that it is promulgated for the health, safety and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Town Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained. The Town Council further finds that the title

to this Ordinance was posted in two public places two days before the Town Council meeting, as provided by Section 7.5e. of the Town of Parker Home Rule Charter.

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

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

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2015.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2015.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

EXHIBIT 1

INTERGOVERNMENTAL AGREEMENT

BETWEEN

DOUGLAS COUNTY CLERK AND RECORDER

AND

Town of Parker

Regarding the Conduct and Administration of the

**NOVEMBER 8, 2016
GENERAL ELECTION**

**Prepared by:
Merlin Klotz
Douglas County Clerk and Recorder
125 Stephanie Place
Castle Rock, Colorado 80109
303-660-7444**



THIS AGREEMENT is made by and between the Board of County Commissioners of the County of Douglas, State of Colorado, on behalf of the Douglas County Clerk and Recorder (hereinafter referred to as the "County") and Town of Parker (hereinafter referred to as the "Jurisdiction") collectively as the "Parties"; and

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

WHEREAS, pursuant to section 1-7-116, C.R.S. if more than one political subdivision holds an election on the same day in November and the eligible electors for each such election are the same or the boundaries overlap, the County Clerk and recorder is the coordinated election official and, pursuant to section 1-5- 401, C.R.S. shall conduct the elections on behalf of all political subdivisions utilizing the mail ballot procedures set forth in article 7.5 of title 1; and

WHEREAS, the County and Jurisdiction have determined that section 1-7-116, C.R.S. applies and it is in the best interest of the taxpayers and the electors to enter into this Agreement to conduct the coordinated Election on November 8, 2016; and

WHEREAS, such agreements are authorized pursuant to Article XIV, Section 18 of the Colorado Constitution, and sections 1-7-116 and 29-1-203, C.R.S. ,

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

1. This election shall be conducted as a coordinated Election in accordance with the Uniform Election Code of 1992 (Articles 1-13 of Title 1, C.R.S.). The election participants will execute agreements with Douglas County for this purpose and may include municipalities, school districts, and special districts within the Douglas County limits and the State of Colorado.
2. The Douglas County Clerk and Recorder shall be designated as the Chief Election Official (hereinafter "CEO").
3. **FURTHER**, the Parties agree as follows:

SECTION I. PURPOSE AND GENERAL MATTERS

1.01 DEFINITIONS:

- A. **"Address Library Report"** means the address report from the Secretary of State (hereinafter "SOS") voter registration system which defines street addresses within the jurisdiction.
- B. **"Chief Election Official"**, (hereinafter "CEO") shall mean the County Clerk and Recorder shall act as the "coordinated election official," as defined within the Code and Rules and, as such, shall conduct the election for the Jurisdiction for all matters in the Code and the Rules which require action by the CEO.

- C. **"Colorado Election Code"** or **"Code"** means any part of the Uniform Election Code of 1992, (Articles 1-13 of Title 1, C.R.S.) or any other Title of C.R.S governing participating Jurisdiction's election matters, as well as the Colorado Constitution, and the State of Colorado Secretary of State (SOS) Rules.
- D. **"Coordinated Election"** means an election where more than one jurisdiction with overlapping boundaries or the same electors holds an election on the same day and the eligible electors are all registered electors, and the County Clerk is the Chief Election Official for the jurisdictions.
- E. **"Computation of Time"** (pursuant to section 1-1-106 C.R.S.) means calendar days shall be used in all computations of time made under the provisions of this IGA. In computing any period of days prescribed by this IGA, the day of the act or event from which the designated period of days begins to run shall not be included and the last day shall be included. Saturdays, Sundays, and legal holidays shall be included. If the last day for any act to be done or the last day of any period is a Saturday, Sunday, or legal holiday and completion of such act involves a filing or other action during business hours, the period is extended to include the next day which is not a Saturday, Sunday, or legal holiday. If the state constitution or state statute requires doing an act in "not less than" or "no later than" or "at least" a certain number of days or "prior to" a certain number of days or a certain number of months "before" the date of an election, or any phrase that suggest a similar meaning, the period is shortened to and ends on the prior business day that is not a Saturday, Sunday, or legal holiday, except as provided in section 1-2-201(3).
- F. **"Contact Officer"** who shall act as the primary liaison or contact between the Jurisdiction and the County Clerk. The Contact Officer shall be that person under the authority of the County Clerk who will have primary responsibility for the coordination of the election for the Jurisdiction and the procedures to be completed by the County Clerk hereunder.
- G. **"Designated Election Official"** (hereinafter "DEO"), who shall be identified by the Jurisdiction to act as the primary liaison between the Jurisdiction and the Contact Officer and who will have primary responsibility for the conduct of election procedures to be handled by the Jurisdiction hereunder. To the extent that the Code requires that an Election Official of the Jurisdiction conduct a task, the DEO shall conduct same.
- H. **"General Election"** means the election held on the Tuesday succeeding the first Monday of November in each even-numbered year.
- I. **"IGA"** means Intergovernmental Agreement between the County and the Jurisdiction for election coordination.
- J. **"Jurisdiction"** means those Jurisdictions or local governments participating in the Coordinated Election under the terms of this Agreement.
- K. **"Mail Ballot Packet"** means the packet of information provided by the chief election official to eligible electors in the mail ballot election. The packet includes

the ballot, instructions for completing the ballot, a secrecy envelope, and a return envelope. § 1-7.5-103(5), C.R.S.

- L. "Post Election Audit" means such audit as set forth in SOS Rule 11.3.3.
- M. "Proposed Jurisdiction" means a jurisdiction which may be formed pursuant to this election which is not yet identified by a tax authority code in the County Assessor database. When the context of this Agreement so requires, a Proposed Jurisdiction will simply be referred to as a Jurisdiction.
- N. "SOS" means State of Colorado Secretary of State.
- O. "SOS Election Calendar" means the most recent election calendar as published on the SOS website located at www.sos.state.co.us and attached hereto as Attachment C and incorporated herein by this reference.

1.02 JOINT RESPONSIBILITIES

- A. All parties shall familiarize themselves with all statutory and regulatory requirements impacting coordinated elections and TABOR notices if required - See Attachment E.
- B. Nothing herein shall be deemed or construed to relieve the CEO or the jurisdiction from their official responsibilities for the conduct of the election, including any of their respective responsibilities under the Fair Campaign Practices Act or any local ordinances concerning fair campaign practices.
- C. All parties shall adhere to all applicable provisions of the Colorado Election Code which are necessary or appropriate to the performance of the above duties.

1.03 JURISDICTIONAL LIMITATION

- A. The Jurisdiction encompasses territory within Douglas County. This Agreement shall be construed to apply only to that portion of the Jurisdiction within Douglas County.
- B. Where the Jurisdiction is entirely contained within Douglas County, the CEO has jurisdiction in setting ballot order and number. When the Jurisdiction is split among more than one county, the Jurisdiction agrees to coordinate with the CEO prior to agreeing upon ballot order or numbering.

SECTION II. COUNTY/JURISDICTION RESPONSIBILITIES

The County and the Jurisdiction shall each perform their respective duties and/or functions within the context of this Agreement:

2.01 THE COUNTY SHALL PERFORM THE FOLLOWING TASKS IN RELATION TO SAID ELECTION:

- A. Give assistance and information to the DEO of the Jurisdiction on any matter related to elections to ensure the smooth and efficient operation of the election (such information shall not include legal advice).
- B. Designate a Contact Officer with the specific duty of assisting with the election of the Jurisdiction (such oversight shall not preclude such Contact Officer from assisting with the elections of other jurisdictions or from performance of other tasks as delegated by the CEO).
- C. The Contact Officer shall provide to the Jurisdiction's Designated Election Official such advice (not including legal advice) and oversight as may help in the conduct of the Jurisdiction's election.
- D. Use the Address Library Report and any documents provided regarding annexation, inclusion and or exclusion, to identify eligible electors within the Jurisdiction.
 - a. Provide the Jurisdiction with an Address Library Report which defines Jurisdictional boundaries in terms of residential street ranges based on County Assessor data.
 - b. County will verify errors, omissions, and/or corrections identified by the Jurisdiction against County Assessor data, and where appropriate, modify street ranges to accurately define the eligible electors within the Jurisdiction.
 - c. Receive from Proposed Jurisdictions a certified legal description, map, and street list, identifying all street ranges for street addresses within the proposed Jurisdiction on or before eighty (80) days prior to the election. In the event residential addresses are not available, the Proposed Jurisdiction will be required to provide a list of the land parcel numbers which are within the boundaries of the Proposed Jurisdiction.
 - d. Receive from the Jurisdiction a certification of the accuracy of the Address Library Report, along with any changes, additions, or deletions that need to be made, to the CEO eighty (80) days prior to the election. If the street list information and/or certification are not provided by the date specified herein, the Jurisdiction may not participate in this Coordinated Election.
 - e. Receive from the Jurisdiction a certification of any annexations, inclusions, and or exclusions, adopted since January 1 of the current year, including all necessary supporting documentation, to the CEO eighty (80) days prior to the election. If the certification and/ or supporting documents are not provided by the date specified herein, the Jurisdiction may not be allowed to participate in the Coordinated Election.
- E. Contract for Mail Ballot Packets with a vendor acceptable to the CEO and remit payment directly to the vendor.
- F. Lay out the text of the official ballots in a format that complies with the Code. (See also Section 1.03 (B) herein).

- G. Provide ballot printing layouts and text for proofreading and signature approval by the Jurisdiction prior to final ballot printing.
- H. The CEO will contact the land owners via U.S. Postal Service mail, requiring the voter request a ballot be delivered to their address of record.
- I. Mail the ballot packets as required by the Code.
- J. Make available a certified list of registered voters on or before the deadline as set forth within the Attachment C.
- K. Appoint, instruct, oversee, and administer the payment of the judges of the election.
- L. Coordinate, instruct, and oversee the Canvass Board.
- M. Prepare and run the required Logic and Accuracy test deck, along with a test deck provided by the Jurisdiction, on date as set forth within the Douglas County Important Dates - Attachment D, attached hereto and incorporated herein by this reference.
- N. If applicable, provide daily business day pick-up of the sealed ballot container(s) containing voted ballots from all assigned locations. Provide replacement sealed empty ballot container(s).
- O. Publish and post the required legal notices pursuant to § 1-5-205(1), C.R.S. Notice shall be published for the Jurisdiction's ballot issues, ballot questions, and/or candidates on or before the deadline as set forth within Attachment C.
- P. CEO will refer members of the public and press to the DEO regarding specific questions about candidates or ballot questions.
- Q. Provide the necessary electronic voting tabulation equipment, personnel properly trained in electronic tabulating equipment, programming of the vote tabulating equipment, and the facility to conduct the ballot tabulation.
- R. Conduct and oversee the process of counting the ballots and reporting the results by Jurisdiction.
- S. Provide a secure area for no more than two persons appointed by the Jurisdiction to observe the ballot counting procedures. The Jurisdiction's Board of Canvass representative may observe each of the steps of the processing of the ballots.
- T. Conduct a re-count of the ballots where the final ballot tabulation results are close enough to require a recount by law, or if not required by statute, upon the request of the Jurisdiction, for any reason. In either scenario, the cost of the recount will be charged to the Jurisdiction. If more than one Jurisdiction is involved in the recount, the cost will be pro-rated among the participating Jurisdictions based on numbers of eligible electors.
- U. In conjunction with the Jurisdiction, prepare and run the required Post Election Audit before certifying election results.

- V. Conduct a canvass of the votes and certify the results of the Jurisdiction's election within the time required by law and forthwith provide the Jurisdiction with a copy of all election statements and certificates which are to be created under the Code
- W. Submit to the Jurisdiction an itemized invoice for all expenses incurred under this Agreement. Within thirty (30) days from the date of receipt of such invoice, the Jurisdiction shall remit to the County the total payment. See Attachments A through B for pro-ration formulas of said charges.
- X. Store all election records as required by the Code.

2.02 THE JURISDICTION SHALL PERFORM THE FOLLOWING TASKS IN RELATION TO SAID ELECTION AND TABOR NOTICE:

- A. DEO shall familiarize themselves with all statutory and regulatory requirements impacting the Jurisdiction.
- B. Identify a DEO to act as liaison between the Jurisdiction and the CEO.
- C. Identify immediately to CEO if Jurisdiction is shared by any additional county. Procedures will be followed as per SOS Rule 4.2 to determine controlling county for purpose of setting up shared races, issues, and questions in coordinated elections. (See Section 1.03 (B) herein).
- D. The Jurisdiction shall provide the CEO with a copy of the ordinance or resolution stating that the Jurisdiction has adopted the exclusive use of Title 1 of the Colorado Election Code and that the Jurisdiction will participate in the Coordinated Election in accordance with the terms and conditions of this Agreement. The ordinance or resolution shall further authorize the presiding officer of the Jurisdiction or other designated person to execute this Agreement.
- E. The Jurisdiction confirms that it has sufficient funds available and appropriated in its approved budget to pay its prorated election expenses for this Coordinated Election.
- F. The IGA must be returned to the CEO with both signature pages on or before the deadline as set forth within Attachment C in order to enter into an intergovernmental agreement, per the Code.
- G. It is recommended and encouraged for the jurisdiction to participate in the events listed on Attachment D. Provide at least one member, and no more than two members, from the Jurisdiction to participate in each of the steps of the election process. If the jurisdiction provides at least one member to participate in all activities outlined in Attachment D, a work credit of \$15/day for one person only, will be credited to the final billing statement. If at least one of the appointed members is not present, an employee of the Douglas County Clerk and Recorder will be appointed on the Jurisdiction's behalf by the CEO and the Jurisdiction will be charged for the service according to the fee structure (Attachment F).
- H. Use the Address Library Report provided by the County to identify eligible electors within the Jurisdiction. In order for the CEO to provide correct ballots to electors, the information contained in the Address Library Report must be accurate. If the street

list information and/or certification are not provided by the date specified herein, the Jurisdiction may not participate in this Coordinated Election.

- I. Identify any errors, omissions, and/or corrections to the street ranges used to define Jurisdictional boundaries, in writing eighty (80) days prior to Election Day.
- J. Provide CEO certification of the accuracy of the Address Library Report including any changes, additions, or deletions to be made to the street ranges and return with signed IGA on or before the deadline as set forth within Attachment C.
- K. A Proposed Jurisdiction, not already identified by a tax authority code in the County Assessor's records, will provide the CEO's office with a certified legal description, map, and a street list, identifying the street ranges for all streets within the Proposed Jurisdiction on or before eighty (80) days prior to Election Day. In the event residential addresses are not available, the Proposed Jurisdiction agrees to provide a list of the land parcel numbers that are within the boundaries of the Proposed Jurisdiction.
- L. Provide CEO certification of any annexations, inclusions, and or exclusions, to the Jurisdiction, including all supporting documents, on or before eighty (80) days prior to Election Day.
- M. Review all petition information and verify the information against the registration records, and, where applicable, the county assessor's records as per § 1-4-908, C.R.S. After review, the DEO shall notify the candidate of the number of valid signatures and whether the petition appears to be sufficient or insufficient. Upon determining that the petition is sufficient and after the time for protest has passed, the DEO shall certify the candidate to the ballot, and, if the election is a Coordinated Election, so notify the CEO.
- N. Jurisdiction is strongly encouraged to write initiatives in plain, non-technical language, worded with simplicity and clarity in compliance with all statutory requirements as per § 1-40-105(1), C.R.S.
- O. Jurisdiction shall attempt to limit content to four linear ballot column inches. Content exceeding this limit will be subject to additional fees not to exceed \$3,000 for each additional linear ballot column inch charged in full one linear ballot column inch increments. Content limits shall not apply to candidate races.
- P. Charges shall not exceed \$0.80 per registered voter, with a minimum charge of \$500, not including publication cost, excess linear ballot column inches cost, and TABOR Notice costs (if applicable).
- Q. Respond to inquiries as follows: The CEO shall respond to all correspondence and calls within its expertise relating to election procedures. The CEO and Contact Officer shall refer correspondence and calls concerning the substance of the ballot issues or the operations of the Jurisdiction to a person designated by the Jurisdiction to the CEO at least forty-five (45) days prior to this election. The DEO shall have staffing by Jurisdiction and be available to the CEO; and also shall reply to the originator of such substance and operations questions within a reasonable time after being notified of

the same by the CEO. The DEO shall refer correspondence and calls relating to election procedures, and which are outside of the DEO's expertise, to the Contact Officer for response.

- R. Determine the ballot title and text. Certify, if applicable, the candidate, the list of ballot issues and/or ballot questions electronically (with receipt confirmed by the County Election Department) in a plain text format on or before the deadline as set forth within Attachment C. The ballot content must be certified in the order in which it will appear on the ballot. The certified list of candidates (order determined by lot drawing, or if applicable, city/town charter), ballot issues, and/or ballot questions shall be final and the CEO will not be responsible for making any changes after the certification, except those prescribed by statute. Due to limitations in the voting software, the CEO will not accept text that includes, but is not limited to, bold, italic, underline, bullets, tables, strikethrough or indentations. All caps are reserved for TABOR issues only per the Code.
- S. Jurisdiction is to provide the phonetic pronunciation of each candidate's name to assist with the preparation of the audio ballot at the time ballot content is certified to the County. This information shall be left in a voice message recording at (303) 663-6279 and shall include the candidate name; jurisdiction and title of office.
- T. **Jurisdiction must indicate whether question(s) are a referred measure or an initiative from a citizen petition. The Jurisdiction understands and agrees that any ballot content submitted to the CEO after the above noted date may result in its candidates, issues, or questions not being on the ballot for the Coordinated Election.**
- U. Proofread the layout and the text of the Jurisdiction's portion of the official ballots and TABOR notice (if applicable) and provide written notice (electronic format) of acceptance before the printing of the ballots. Such acknowledgement must be received within two (2) hours after submission to the jurisdiction or 4:30 pm on day of receiving the layout and text from County, whichever comes first. Such acceptance is final and no changes will be made after written notice (electronic format) is given to the CEO. Failure to meet the deadline shall be observed by the CEO as acceptance. **A penalty for delay or rework of the ballot or TABOR notice, will result in an additional fee to the jurisdiction for ALL associated costs with fixing or correcting jurisdictional errors. (See Attachment F)**
- V. Prepare, hand-count, and deliver to the CEO, the required test deck of ballots for testing the electronic vote counting equipment, see Attachment D for due date.
- W. For elections where owning property in the Jurisdiction is a requirement for voting in the election, utilize the online inquiry terminal to access the State of Colorado and Douglas County voter registration records to confirm voter registration and verify "property ownership" information.
- X. Provide the CEO with an initial and supplemental certified list of "property owners" (if applicable) eligible to vote in the election, as determined by the Jurisdiction, who:

- a. Own property within the Jurisdiction, appear on the State of Colorado list of registered voters, reside at an address as shown, that is not within the boundaries of Douglas County (“Out of County” property owners); or,
 - b. Own property within the Jurisdiction, appear on the Douglas County list of registered voters, reside at an address that may not match the property address as shown on the County Assessor’s list, but is within the boundaries of Douglas County (“In County” property owners).
 - c. The lists shall be submitted as an electronic copy. The electronic copy shall be submitted to the CEO using Microsoft Excel format. The spreadsheet shall contain no more than one (1) eligible elector’s name per line. Each line shall consist of the following separated fields: eligible elector’s county identification number (if applicable), last name, first name, middle name, mailing address, city, state, zip, parcel number, phone number, if available, and Douglas County precinct number, if applicable.
- Y. Publish and post any required legal notices for the Jurisdiction’s candidates, ballot issues and/or ballot questions, other than the notice required by § 1-5-205, C.R.S. A copy of such published legal notice shall be submitted to the County for its records.
- Z. Provide support on the day of the election via telephone and in person, should the need arise, from 7:00 am until counting of the ballots is completed. Designated contact person for Jurisdiction must be provided upon execution of this Agreement. Emergency contact information must also be provided for this purpose.
- AA. Notify the CEO within twenty-four hours of the completion of the final ballot tabulation whether a recount is required or desired. The Jurisdiction shall reimburse the County for the full cost of the recount. If other Jurisdictions are included in the recount the cost of the recount will be pro-rated among the participating Jurisdictions as per § 1-10.5-101, C.R.S.
- BB. Within thirty (30) days from the date of receipt of such invoice, the Jurisdiction shall remit to the County the total payment. See Attachments A and B.
- CC. Pay any additional or unique election costs resulting from Jurisdiction delays and/or special preparations or cancellations relating to the Jurisdiction’s participation in the Coordinated Election.

**SECTION III.
CANCELLATION OF ELECTIONS**

3.01 CANCELLATION OF ELECTION BY THE JURISDICTION.

- A. In the event that the Jurisdiction resolves not to hold the election, then notice of such resolution shall be provided to the CEO immediately. The Jurisdiction shall be liable for the full actual costs of the activities of the CEO relating to the election incurred both before and after the CEO’s receipt of such notice. The Jurisdiction shall provide and post notice by publication as defined in the Code. In the event that the Jurisdiction resolves not to hold the election after the last day for the DEO to certify the ballot order and content to the CEO (see Attachment C),

the text provided by the Jurisdiction cannot be removed from the ballot and/or the Ballot Issue notice (TABOR Notice).

either party to this Agreement shall impair the rights of the CEO or the Jurisdiction hereunder without the consent of the other party to this Agreement.

4.06 TIME OF ESSENCE.

- A. Time is of the essence for this Agreement. The time requirements of the Code shall apply to completion of the tasks required by this Agreement. Failure to comply with the terms of this Agreement and/or the deadlines in Attachment C or the Code may result in consequences up to and including termination of this Agreement.

4.07 GOOD FAITH.

- A. The parties shall implement this Agreement in good faith, including acting in good faith in all matters that require joint or general action.

4.08 NO WAIVER OF GOVERNMENTAL IMMUNITY ACT.

- A. The Parties hereto understand and agree that they, thier 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 (the "CGIA"), §§ 24-10-101 to 120, C.R.S., or otherwise available to the County or the Jurisdiction. To the extent the CGIA imposes varying obligations or contains different waivers for cities and counties, both the Jurisdiction and the County agree that they will remain liable for their independent obligations under the CGIA, and neither party shall be the agent of the other or liable for the obligations of the other.

4.09 NO THIRD PARTY BENEFICIARIES.

- A. 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 County and the Jurisdiction, 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.

4.10 ATTACHMENTS.

- A. The following attachments are incorporated herein by this reference.

Attachment A Douglas County Coordinated Election Cost Pro-Ration Example
Attachment B 2016 Cost Estimates
Attachment C SOS Election Calendar (subject to updates)
Attachment D Douglas County Important Election Dates
Attachment E TABOR Notice
Attachment F Fee Schedule

END OF PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective on the latest date noted below.

THE BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF DOUGLAS, COLORADO
(Board signature required only if
coordination cost will exceed \$25,000)

CHIEF ELECTION OFFICIAL:

By _____
David A. Weaver, Chair

By _____
Merlin Klotz, Clerk and Recorder

Date _____

Date _____

Attest _____
Codie Brenner, Deputy Clerk to the Board

APPROVED AS TO FISCAL CONTENT:

APPROVED AS TO LEGAL FORM:

ANDREW COPLAND
Director of Finance

County Attorney

By _____

By _____

Date _____

Date _____

Attest _____

APPROVED AS TO FISCAL CONTENT:

APPROVED AS TO LEGAL FORM:

Finance Department

Attorney

INFORMATION LIST
GENERAL ELECTION – NOVEMBER 8, 2016

Designated Election Official:

_____ (Jurisdiction Name)
_____ (DEO Name)
_____ (Mailing Address)
_____ (City, State, Zip)
_____ (Email Address)

Phone: _____ Fax: _____

Represented by:

_____ (Attorney/Law Firm)
_____ (Mailing Address)
_____ (City, State, Zip)
_____ (Email Address)

Phone: _____ Fax: _____

Per the Intergovernmental Agreement please indicate the Jurisdiction representative(s) that will participate in the following:

1. Election Day Telephone Support for Inquiries (7:00 am - ballot counting completed)

Name: _____ Phone: _____

Email Address: _____

2. Logic and Accuracy (test deck preparation and observation)

Name: _____ Phone: _____

Email Address: _____

Alternate Date Logic and Accuracy (test deck preparation and observation)

Name: _____ Phone: _____

Email Address: _____

3. Post Election Audit

Name: _____ Phone: _____

Email Address: _____

Alternate Date Post Election Audit

Name: _____ Phone: _____

Email Address: _____

4. Board of Canvass

Name: _____ Phone: _____

Email Address: _____

Alternate Date Board of Canvass

Name: _____ Phone: _____

Email Address: _____

5. Ballot Counting Observation (Maximum of two observers per Jurisdiction)

Name: _____ Phone: _____

Email Address: _____

Name: _____ Phone: _____

Email Address: _____

Douglas County Clerk & Recorder Contact Information
INFORMATION LIST
COORDINATED ELECTION – NOVEMBER 8, 2016

Chief Election Official:

Merlin Klotz, Clerk and Recorder
(Name)

301 Wilcox Street, PO Box 1360
(Mailing Address)

Castle Rock, CO 80104
(City, State, Zip)

mklotz@douglas.co.us
(Email Address)

Phone: 303-663-7364 Fax: 720-733-6977

Contact Officer:

Sheri Davis, Elections Deputy
(Attorney/Law Firm)

125 Stephanie Place
(Mailing Address)

Castle Rock, CO 80109
(City, State, Zip)

sdavis1@douglas.co.us
(Email Address)

Phone: (303) 663-7643 Fax: (720) 733-6977

Merlin Klotz, C&R
 Sheri Davis, Election Deputy
 Elaine Meyer, Operations Manager
 George Laumeyer, Elections
 Coordinator/Contact Officer
 Christopher Pratt, Assistant County
 Attorney

Office Phone	Cell Phone	Email
(303) 660-7364	(303) 521-5177	mklotz@douglas.co.us
(303) 663-7643	(303) 548-0455	sdavis1@douglas.co.us
(303) 663-7663	(303) 519-1797	emeyer@douglas.co.us
(303) 663-7695		glaumeve@douglas.co.us
(303) 660-7338		cpratt@douglas.co.us

Intergovernmental Agreement (IGA) & Special District Election Checklist

- 100 days prior to election**
 - Notice of Election to Clerk and Recorder (Chief Election Official-CEO) of intent to coordinate C.R.S. § 1-7-116(1), (2) & (5)
 - Copy of resolution or ordinance authorizing the election be conducted with the exclusive use of Title 1 of the Colorado Election Code

- 90 days prior to election**
 - Receive and Review IGA & Address Library Report and District Boundary Map- Initial each page in designated area(s)
 - Have appropriate board member(s) sign and date IGA and Address Library Report Form

- 80th day before the election**
 - Submit to CEO the Address Library Report notating any changes, deletions, omissions, or errors OR certify accuracy of Report by signing and dating and returning to the CEO
 - Submit to CEO the signed acknowledgement and certification of annexations, inclusions, and or exclusions to the Jurisdiction with all supporting documents, OR acknowledge and certify that they are no such annexations, inclusions, and or exclusions to the Jurisdiction
 - For PROPOSED DISTRICTS:
 - Provide certified legal description, map, and street listing (including street ranges) prior to the **80th day before the election**.

- Review all statutory and regulatory requirements impacting the jurisdiction

- Identify to CEO if jurisdiction is shared by other counties (Refer to Secretary of State (SOS) Rule 6.2)

- 70th day before the election**
 - Return ALL pages of IGA initialed by DEO, completed and signed:
 - ORIGINAL via USPS mail, copies via FAX (303-733-6977) or EMAIL (Elections@douglas.co.us)
 - Return completed Contact & Participant Information List, with at least one and no more than two participants for each event if possible, Section 2.02(G) of IGA
 - Submit to CEO a copy of the Ordinance and/or Resolution to participate in Coordinated Election
 - Return pages of Attachment E (if applicable) initialed by DEO, completed and signed
 - ORIGINAL via USPS mail, copies via FAX (303-733-6977) or EMAIL (Elections@douglas.co.us)

- 60th day before election**
 - Certify candidates, ballot issues or ballot questions to CEO by C.R.S 1-5-203(3), in electronic formats
 - Acceptable electronic formats include:
 - Plain text (or word) files: (.txt, .doc, .docx) with no formatting
 - NO bold or italic text, underlines, strikethrough, bullets, indentations, hyphens, numbering, checkboxes, etc.

Intergovernmental Agreement (IGA) & Special District Election Checklist

- Instructional text accepted include: Vote for no more than two, Vote for one, Vote Yes or No. Please Note: You may include term length (ex: Four year term)
 - Provide phonetic pronunciation of candidate's names:
 - Call 303-663-6279 and leave a message with the candidate name, jurisdiction and title of office
- 60th Day Before Election**
 - Request land owner list from Assessor's office (if applicable- see page 3 for more information) and verify valid and qualified voters
 - Request a supplemental list no later than 40 days prior to Election Day, and provide the CEO with any additional valid and qualified voters
- Proofread ballot layout and text for jurisdiction's portion of the official ballot
 - Forward to the CEO a written and signed letter of acknowledgement via email within two hours and no later than **4:30 pm on the date the ballot proof was emailed to the jurisdiction**
- Logic and Accuracy Test (LAT)-
 - Refer to ***Important Election Dates*** for date/time/location
 - Pick up test deck of ballots (day before LAT)
 - Mark ballots according to instructions provided
 - Bring marked test deck and hand count of ballots to LAT
- 45th Day Before Election**
 - Last day for DEO to receive Pro/Con Statements for TABOR issues; **Note: Refer to Attachment E of proper formatting for TABOR Notice Certification**
- 42nd Day Before Election**
 - All Pro/Con Statements received, must be compiled and forwarded to the DEO for inclusion in TABOR Notice; **Note Refer to Attachment E for proper formatting TABOR Notice Certification**
- 40th Day Before Election**
 - Submit the valid and qualified land owner list to the CEO (see page 3 for information on eligible electors)
 - Excel format only
 - One name per line
 - Only REGISTERED voters in State of Colorado, residing outside of jurisdiction
 - Refer to Section 2.02(X) of IGA
 - The CEO will contact the land owners via U.S. Postal Service mail, requiring the voter request a ballot be delivered to their address of record
- 30th Day Before Election**
 - Deadline for Assessor to provide supplemental land owner list to jurisdiction
 - Forward to CEO any eligible electors not previously submitted
- Election Day**
 - Provide telephone support for jurisdiction 7:00 a.m.-7:00 p.m.
 - Must be available throughout the day if needed by CEO

Intergovernmental Agreement (IGA) & Special District Election Checklist

- Notify CEO within 24 hrs of completion of final ballot tabulation if a recount is required
- Attend Post Election Audit
 - o Refer to **Important Election Dates** for date/time/location
- Attend Board of Canvass
 - o Refer to **Important Election Dates** for date/time/location
- Remit payment within 30 days of receipt of billing invoice

Who is eligible to vote in a special district election?

An eligible elector is a person who, at the designated time or event, is registered to vote in Colorado, and who is:

- A resident of the special district or the area to be included in the special district for not less than thirty days; or
- Who, or whose spouse, owns taxable real or personal property situated within the boundaries of the special district or the area to be included in the special district, whether said person resides within the district or not.
- A person who is obligated to pay taxes under a contract to purchase taxable property situated within the boundaries of the special district or the area to be included within the special district shall be considered an owner.
- For all elections and petitions that require ownership of real property or land, a mobile home or a manufactured home shall be deemed sufficient to qualify as ownership of real property or land for the purposes of voting rights and petitions.

Note: a partnership, corporation or trust is not a “person” and therefore a person owning property through such a legal entity is not eligible to vote.

C.R.S. § 32-1-103(5)

**DOUGLAS COUNTY COORDINATED ELECTION
COST PRO-RATION EXAMPLE**

Douglas County cost pro-ration for each participating Jurisdiction in the November 8, 2016 General Election will be based, in part, on the Jurisdiction’s percentage of registered voters within the county, calculated in the following manner:

PARTICIPATING JURISDICTION’S	NUMBER OF REGISTERED VOTERS
State Issues	A
County Issues	B
School District	C
Jurisdiction 1	D
Jurisdiction 2	E
Jurisdiction 3	F
TOTAL	Z

Therefore, the percentage of total registration would be calculated as follows:

State Issues	=	CRS 1-5-505.5 (3) (b) (\$0.80 per voter)
County Issues	=	B/Z (% of Total Registration)
School District	=	C/Z (% of Total Registration)
Jurisdiction 1	=	D/Z (% of Total Registration)
Jurisdiction 2	=	E/Z (% of Total Registration)
Jurisdiction 3	=	F/Z (% of Total Registration)

COST PRO-RATION CALCULATIONS

GENERAL COST CALCULATION:

Jurisdiction’s Total Registration x \$0.80 up to 4* linear ballot column inches (*candidate races excluded)

And

Not to exceed \$ 3,000.00 each additional linear ballot column inch over 4 inches

Or

\$500 minimum cost (whichever is greater)

PUBLICATION OF ELECTION NOTICES CALCULATION:

(Cost of Election Notice /# Jurisdiction participating)

TABOR NOTICE COST CALCULATION:

[(Printing + Postage + Labeling) x (% Total Registration)]

Or

\$250 minimum cost (whichever is greater)

The actual cost of the election will not be determined until after the election. The billing percentages will be determined approximately 20 days prior to the election. Payment by participating Jurisdictions will be directed to the County Clerk and Recorder, in whole within 30 days of receipt of billing. The County Clerk will coordinate payments to vendors.

2016 Election Calendar

January 2016		
4-January (Monday)	Last day to affiliate with a major or minor party in order to run as a party candidate in the primary (by assembly designation or petition).	1-4-601(4)(a) 1-4-801(3) 1-4-802(1)(g)(II) 1-4-1304(2)(b)
	Last day to register as unaffiliated, in order to be placed in nomination (by petition) as an unaffiliated candidate.	
	Last day to affiliate with the Republican Party or Democratic Party in order to vote in the March 1st Party precinct caucuses . (2 months before the precinct caucuses)	1-3-101(1) 1-1-106(4)
13-January (Wednesday)	General Assembly convenes 2016 regular session.	Art. V, Sec. 7
8-January (Friday)	Last day to submit a petition to qualify as a minor political party. (Must be signed by at least 10,000 registered electors and submitted to the Secretary of State)	1-4-1302(1)
29-January (Friday)	Last day for the Secretary of State to issue a notice of sufficiency/insufficiency of a petition to qualify as a minor political party. (21 days after receipt of the petition).	1-4-1302(4)(b)
February 2016		
1-February (Monday)	Last day to update your voter registration address to participate in the March 1st party precinct caucuses . (Must be a resident of the precinct for 30 days and registered to vote no later than 29 days before the precinct caucus)	1-3-101(1)
	Last day to change precinct boundaries or create new precincts before the March 1st party precinct caucuses. (No later than 29 days before caucus)	1-5-103(1)
	First day to circulate major/minor party candidate petitions. (First Monday in February)	1-4-801(5) 1-4-802(1)(d)(II)
	Last day for state central committees to file or amend party bylaws or rules with the Secretary of State. (No bylaw or rule may be filed or amended after the 1st Monday in February)	1-3-103(9)(a)
2-February (Tuesday)	Last day for county clerks to furnish the Republican and Democratic Parties with a list of registered electors in the county who are affiliated with the Party. (No later than 28 days before the March 1st party precinct caucuses)	1-3-101(3)(a)
18-February (Thursday)	Last day to post signs for the March 1st party precinct caucuses. (No later than 12 days before the precinct caucuses)	1-4-602(4)
March 2016		
1-March (Tuesday)	Republican Party and Democratic Party Precinct Caucus Day (In each even-numbered year, political parties hold their precinct caucus on the 1st Tuesday in March)	1-3-102(1)(a)(I)
18-March (Friday)	Last day for the Secretary of State to prepare an election notice to be used in conjunction with a federal write-in absentee ballot. (At least 100 days before a regularly scheduled election)	1-8-3-116 1-1-106(5)
26-March (Saturday)	Last day to hold Republican Party and Democratic Party county assemblies . (No later than 25 days after precinct caucuses)	1-4-602(1)(a)(I)
	County candidates' designations and acceptances must be filed no later than 4 days after the adjournment of the county assembly. If faxed, the original must also be filed and postmarked no later than 10 days after the adjournment of the assembly.	1-4-601(3)(a) 1-4-604(3)
30-March (Wednesday)	Last day for county clerk to designate drop-off locations and Voter Service and Polling Centers for the June 28th Primary Election . Before designation, clerks must also complete an accessibility survey for all locations. (No later than 90 days before the Primary Election)	Rule 7.9
	Last day for county clerk to submit a mail ballot plan to the Secretary of State for the June 28th Primary Election. (No later than 90 days before the Primary Election)	1-7.5-105(1) Rule 7.1.1
April 2016		
4-April (Monday)	Last day to file major/minor party candidate petitions. (No later than 85th day before the Primary Election)	1-4-801(5) 1-4-802(1)(f)(II)
8-April (Friday)	Last day to submit draft ballot issues to the Title Board, if the issue is to appear on the 2016 General Election ballot. (No later than 3 p.m., 12 days before the last Title Board Hearing held on April 20th)	1-40-106(1)
16-April (Saturday)	Last day to hold major/minor party assemblies. (No later than 73 days before the Primary Election)	1-4-601(1) 1-4-1304(b)(I)
*	For major parties, designation and acceptance forms must be filed no later than 4 days after adjournment of the party assembly. If faxed, the originals must also be filed and postmarked no later than 10 days after the adjournment of the assembly.	1-4-601(3)(a) 1-4-604(6)(a)

Use this as a reference guide only. Always refer to the Colorado Constitution, Revised Statutes, and Election Rules.

2016 Election Calendar

*	For minor parties, designation forms must be filed no later than 4 days after the assembly. Acceptance forms must be postmarked or received by the DEO no later than 4 business days after the filing of the certificate of designation. If faxed, the originals must also be filed and postmarked no later than 10 days after the adjournment of the assembly.	1-4-1304(3), (4)
*	Objections to nominations, designations, or petitions must be filed with the district court within 5 days after the election official's sufficiency statement was issued or after the certificate of designation was filed with the designated election official.	1-4-909(1)
20-April (Wednesday)	Last day to hold a Title Board hearing for ballot issues that will appear on the 2016 General Election ballot. (3rd Wednesday in April)	1-40-106(1)
22-April (Friday)	Last day a write-in candidate may file an Affidavit of Intent for the Primary Election. (By the close of business on the 67th day before the Primary Election)	1-4-1102(1)
26-April (Tuesday)	Last day for the county chairperson to certify names and addresses of recommended election judges to the county clerk. (Last Tuesday of April)	1-6-103(1)(a)
	Last day an unaffiliated voter may give notice in writing to the county clerk that he or she wishes to serve as an election judge. (Last Tuesday of April)	1-6-103.7
*	Designated election official must confirm appointments by mailing a certification of appointment and acceptance form to election judges. Each person appointed as an election judge must file an acceptance form with the designated election official within 7 days after the certification and acceptance form are mailed.	1-6-104(1) 1-6-106(1) 1-6-106(3)
29-April (Friday)	Last day for designated election officials to submit security and contingency plans to the Secretary of State. (No later than 60 days before the first election in which the procedures will be used. Secretary of State will notify DEO of approval/disapproval of plan no later than 15 days after receiving the submission).	1-5-616(5)(b) Rule 20.1
	Last day for the Secretary of State to deliver the Primary Election ballot order and content to county clerks. (No later than 60 days before the Primary Election)	1-5-203(1)(a)
	The designated election official may cancel the Primary Election if there are no contested races by the close of business on the 60th day before the Primary Election.	1-4-104.5(1)
	Last day for the county clerk to send correspondence to each UOCAVA elector whose record is marked "Inactive." This correspondence must include information regarding the upcoming election. (No later than 60 days before the Primary Election).	Rule 16.1.6
	Last day for counties to begin video surveillance recordings of areas specified in Rule 20.7.3. (Beginning at least 60 days before the election and continuing through at least 30 days after the election).	Rule 20.7.2
May 2016		
9-May (Monday)	First day for judicial candidates to file a declaration of intent to run for another term. (Not more than 6 months, but not less than 3 months before the General Election)	Art. VI, Sec. 25 1-1-106(4)
14-May (Saturday)	First day for the county clerk to mail a notice by forwardable mail to each unaffiliated active registered eligible elector. The notice must inform the elector that he or she must affiliate with a political party in order to vote in the Primary Election. (Between 45 and 30 days before the Primary Election)	1-7.5-107(2.3)
	Deadline for county clerk to transmit a primary election ballot to military and overseas voters. (No later than 45 days before the Primary Election)	1-8.3-110
	The county clerk must report to the Secretary of State the number of ballots transmitted to military and overseas electors by the 45-day deadline. (No later than 45 days before the election)	Rule 16.1.7
	First day that a county clerk or designated election official may hold election judge training for the Primary Election. (Not more than 45 days before the Primary Election)	1-6-101(5)
19-May (Thursday)	First day an unaffiliated candidate may circulate or obtain signatures on a petition for nomination for the General Election. (An unaffiliated candidate may not circulate a petition or gather signatures earlier than 173 days before the General Election)	1-4-802(1)(d)(l)
27-May (Friday)	Last day for the county clerk to mail a notice by forwardable mail to each unaffiliated active registered eligible elector stating that he or she must affiliate with a political party in order to vote in the Primary Election. (Not less than 30 days, nor more than 45 days before the Primary Election)	1-7.5-107(2.3) 1-1-106(5)
	Ballots for Primary Election must be printed and in possession of the county clerk. (No later than 32 days before the Primary Election)	1-5-402(1)

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2016 Election Calendar

27-May (Friday)	Last day for voters who are affiliated with a political party to change or withdraw their affiliation if they wish to vote in a different party's primary election. (Up to and including the 29th day before the Primary Election) Note: In order to participate in the primary election, unaffiliated voters may affiliate at any time before and through the day of the primary election.	1-2-219(1) 1-1-106(5)
June 2016		
6-June (Monday)	First day that mail ballots may be mailed to voters, except for UOCAVA voters. (Not sooner than 22 days before the Primary Election) Last day to submit an application to register to vote through a voter registration drive. (No later than 22 days before the election)	1-7.5-107(3)(a)(I) Rule 7.2.3 1-2-201(3)(b)(I)
8-June (Wednesday)	Last day to post polling place signs for the Primary Election. (At least 20 days before the election) Last day for the county clerk to publish notice that the Primary Election will be conducted by mail ballot. (No later than 20 days before the Primary Election)	1-5-106(1) 1-5-205(1)(a)-(c) 1-7.5-107(2.5)(a)
10-June (Friday)	Last day to send out initial mail ballots for the Primary Election. (No later than 18 days before the Primary Election)	1-7.5-107(3)(a)(I) Rule 7.2.4
13-June (Monday)	Last day for major political parties to appoint members to the county canvass board for the Primary Election. (At least 15 days before the Primary Election) First day to begin counting mail ballots received for the Primary Election. No results may be disclosed until after 7:00 p.m. on election day. (15 days before the election)	1-10-101(1)(a) 1-7.5-107.5
14-June (Tuesday)	Last day for counties to submit zero result files (data entry counties) or a document listing all ballot content (manual entry counties) to the Secretary of State for Election Night Reporting. (No later than 14 days before the election)	Rule 11.10.2
18-June (Saturday)	Deadline for county clerk to post a copy of the published notice of Primary Election in a conspicuous place in the offices of the designated election official or the county clerk. (At least 10 days before the election and until 2 days after the election) Last day for the county clerk to file the voting system inventory with the Secretary of State. (No later than 10 days before the election)	1-5-205(1.3) Rule 11.2.3
20-June (Monday)	Last day for an individual to submit a voter registration application and still receive a ballot in the mail. (Through the 8th day before an election) If the county clerk receives a voter registration application within the 8 days before the election, the clerk must process the application and inform the applicant that he or she will not receive a mail ballot. To receive a ballot, the applicant must visit a Voter Service and Polling Center.	1-2-201(3)(b)(III) 1-2-201(4) 1-2-217.7(3.5) 1-2-508(3)
20-June to 28-June	The minimum number of required voter service and polling centers must be open for the Primary Election. (Beginning at least 8 days before and on election day, except Sundays)	1-7.5-107(4.5)(c) Rule 7.9
21-June (Tuesday)	Last day for the county clerk to submit election setup records to the Secretary of State by regular mail. (No later than 5:00 PM on the 7th day before election day)	Rule 11.4
24-June to 28-June	The minimum number of required drop-off locations must be open. (Beginning at least 4 days before and on election day, except Sundays)	1-7.5-107(4.3)(b) Rule 7.5
28-June (Tuesday)	Primary Election (Polls open 7:00 a.m. to 7:00 p.m.)	1-4-101(1) 1-7-101(1) Rule 7.8.1(b)
28-June (Tuesday)	All ballots must be received by the county clerk by 7:00 p.m. Ballots cast by military and overseas voters must be sent no later than 7:00 p.m. MT and received by the close of business on the 8th day after the election.	1-7.5-107(4)(b)(II) 1-8.3-111 1-8.3-113 Rule 16
30-June (Thursday)	Deadline for the county clerk to send missing signature, signature verification, and missing ID letters. (Within 3 days after receipt of ballot missing ID/confirmation of signature deficiency, but no later than 2 days after election day) Deadline for the Secretary of State to notify the designated election official which voting devices and which race or races on the ballot will be audited (No later than 48 hours after the close of the polls).	1-7.5-107(3.5)(d) 1-7.5-107.3(2)(a) 1-8.5-105(3)(a) Rules 7.6.1, 7.7.4 Rule 11.3.3(a)

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2016 Election Calendar

July 2016		
1-July (Friday)	The Secretary of State must notify county clerks and the minor political party if any minor political party ceases to qualify as such a party. (No later than July 1)	1-4-1305(2)
1-July to 15-July	Date range to send notification of the time and place of party lot drawing. The drawing determines ballot positions of candidates to appear on the 2016 General Election ballot.	1-5-404(2)
6-July (Wednesday)	Last day for ballots cast by military and overseas electors to be received by the county clerk in order to be counted. (No later than the close of business on the 8th day after election day)	1-8.3-111 1-8.3-113 Rule 16.1.6
	Last day for an elector to cure a signature discrepancy or missing signature, or to provide missing ID for mail or provisional ballot to be counted. No later than 8 days after election day)	1-7.5-107(3.5)(d) 1-7.5-107.3(2)(a) 1-8.5-105(3)(a) Rule 7.6.2
8-July (Friday)	Last day for the county clerk to complete verification and counting of provisional ballots. (Within 10 days after the Primary Election)	1-8.5-105(5) 1-1-106(4)
11-July (Monday)	Last day to complete the canvass and submit official abstract of votes cast for the Primary Election to the Secretary of State. (No later than the 13th day after the election)	1-10-102(1)
	Last day for the designated election official to report the results of the post-election audit to the Secretary of State. (By 5:00 pm on the last day to canvass).	Rule 11.3.3(m)
12-July (Tuesday)	Deadline to upload the final canvass results to the ENR system. (by close of business on the first business day after the statutory deadline for completing the canvass)	Rule 11.10.4
14-July (Thursday)	Last day to file an unaffiliated candidate nomination petition. (No later than 3:00 p.m. on the 117th day before the General Election)	1-4-802(1)(f)(l)
18-July (Monday)	Last day for the Secretary of State to compile the returns and order appropriate recounts of the Primary Election. (No later than the 20th day after the Primary Election)	1-10-103(2) Rule 10
19-July (Tuesday)	Last day for interested parties to request a recount of the Primary Election at their own expense. (Within 21 days after the Primary Election)	1-10.5-106(2) Rule 10
21-July (Thursday)	Last day for a write-in candidate to file an Affidavit of Intent for the General Election. (By the close of business on the 110th day before the General Election)	1-4-1102(1)
28-July (Thursday)	Last day to complete a statutory or requested recount of the Primary Election. (No later than the 30th day after the Primary Election)	1-10.5-102(2) 1-10.5-106(2)
29-July (Friday)	Last day for the Secretary of State to prepare an election notice to be used in conjunction with a federal write-in absentee ballot. (At least 100 days before a regularly schedule election)	1-8.3-116 1-1-106(5)
	Last day for a political subdivision to notify the county clerk in writing that it has taken formal action to participate in the General Election. (100 days before the General Election)	1-7-116(5) 1-1-106(5)
August 2016		
4-August (Thursday)	Last day for the designated election official to provide a notice of sufficiency/insufficiency regarding unaffiliated candidate nomination petitions. (No later than 96 days before the General Election)	1-4-908(3)
8-August (Monday)	Last day to file an initiative petition with the Secretary of State for the 2016 General Election, no later than 3:00 p.m. (At least 3 months before the election)	Art V, Sec 1(2)
8-August (Monday)	Last day for judicial candidates to file a Declaration of Intent to run for another term. (Not less than 3 months before the General Election)	Art. VI, Sec. 25
10-August (Wednesday)	Last day for the county clerk to submit a mail ballot plan to the Secretary of State. (No later than 90 days before every election)	1-7.5-105(1) Rule 7.1.1
10-August (Wednesday)	Last day for county clerk to designate drop-off locations and Voter Service and Polling Centers. Clerks must also complete an accessibility survey for all locations annually before designation. (No later than 90 days before the election)	Rule 7.9 Rule 7.10
15-August (Monday)	Last day to amend an unaffiliated candidate nomination petition. (No later than 3:00 p.m. on the 85th day before the General Election)	1-4-912
25-August (Thursday)	Last day for the designated election official to notify an unaffiliated candidate of whether the amended nominating petition is sufficient/insufficient. (No later than the 75th day before the General Election)	1-4-912
30-August (Tuesday)	Last day for intergovernmental agreements to be signed by county clerks and political subdivisions. (No later than 70 days before the General Election)	1-7-116(2)

Use this as a reference guide only. Always refer to the Colorado Constitution, Revised Statutes, and Election Rules.

2016 Election Calendar

September 2016		
7-September (Wednesday)	Last day for the Secretary of State to examine submitted initiative petitions and issue a statement of sufficiency or insufficiency. (No more than 30 calendar days after the petition is filed)	1-40-116(2)
9-September (Friday)	Last day for the designated election official of each political subdivision to certify the ballot order and content. Each DEO must also deliver the certification to the county clerk for the coordinated election. (No later than 60 days before the General Election)	1-5-203(3)(a)
	Last day for designated election officials to submit security and contingency plans to the Secretary of State. (No later than 60 days before the first election in which the procedures will be used)	1-5-616(5)(b) Rule 20.1
	Last day for counties to begin video surveillance recordings of areas specified in Rule 20.7.3. (Beginning at least 60 days before the election and continuing through at least 30 days after the election).	Rule 20.7.2
12-September (Monday)	Last day for the Secretary of State to deliver the certification of ballot order and content to each county. (No later than 57 days before the General Election)	1-5-203(1)
23-September (Friday)	Last day to file written comments concerning local ballot issues with the designated election official in order to be included in the ballot issue notice. (Friday before the 45th day before the election)	Art. X, Sec. 20(3)(b)(v) 1-7-901(4)
24-September (Saturday)	Last day to transmit ballots and ballot materials to overseas military voters. (No later than 45 days before the election)	1-8.3-110(1) Rule 16
	Last day the county clerk must report to the Secretary of State the number of ballots transmitted to military and overseas electors by the 45-day deadline.	Rule 16.1.9
	First day the county clerk or designated election official may hold election judge training. (Not more than 45 days before the election)	1-6-101(5)
26-September (Monday)	Last day for a petition's representatives to submit favorable comments for the ballot issue notice. Comments must be submitted to the designated election official. (No later than 43 days before the election).	1-7-903(3)
27-September (Tuesday)	Last day for the designated election official to deliver the full text of any required ballot issue notices to the county clerk. (No later than 42 days before the election)	1-7-904
October 2016		
7-October (Friday)	Last day for official ballots to be in the possession of the county clerk. (No later than 32 days before the General Election)	Rule 7.2.7 1-7.5-107(2.7)
	Last day to mail notice of a ballot issue election. (At least 30 days before a ballot issue election)	Art. X, Sec. 20(3)(b) 1-1-106(5)
17-October (Monday)	First day that mail ballots may be mailed to voters, except for UOCAVA voters. (Not sooner than 22 days before the General Election)	1-7.5-107(3)(a)(i) Rule 7.2.3
	Last day to submit an application to register to vote through a voter registration drive. (No later than 22 days before the election)	1-2-201(3)(b)(i)
19-October (Wednesday)	Last day to post polling location signs for the General Election. (At least 20 days before the election)	1-5-106(1)
19-October (Wednesday)	Last day for the county clerk or designated election official to provide notice by publication that the General Election will be conducted by mail ballot. (No later than 20 days before the General Election)	1-7.5-107(2.5)(a)(i)
21-October (Friday)	Last day to send initial mail ballots to voters for the General Election, except for UOCAVA voters. (No later than 18 days before the General Election)	1-7.5-107(3)(a)(i) Rule 7.2.4
	Last day for the county clerk to conduct the public Logic and Accuracy Test. (No later than the 18th day before election day)	Rule 11.3.2(a)
24-October to 8-November	The minimum number of required voter service and polling centers must be open for the General Election. (Beginning at least 15 days before and on election day, except Sundays)	1-5-102.9(2) Rule 7.9
24-October (Monday)	Last day for major political parties to appoint members to the Canvass Board for the General Election. (At least 15 days before the General Election)	1-10-101(1)(a) Rule 10
	First day to begin counting General Election ballots. No results may be disclosed until after 7:00 p.m. on election day. (15 days before the election)	1-7.5-107.5
25-October (Tuesday)	Last day for counties to submit zero result files (data entry counties) or a document listing all ballot content (manual entry counties) to the Secretary of State for Election Night Reporting. (No later than 14 days before the election)	Rule 11.10.2

Use this as a reference guide only. Always refer to the Colorado Constitution, Revised Statutes, and Election Rules.

2016 Election Calendar

28-October (Friday)	Last day for the county clerk to file the voting system inventory with the Secretary of State. (No later than 10 days before the election)	Rule 11.2.3 1-1-106(5)
31-October (Monday)	Last day for an individual to submit a voter registration application and still receive a ballot in the mail. (Through the 8th day before an election)	1-2-201(3)(b)(iii) 1-2-201(4) 1-2-508(3)(l)
	If the county clerk receives a voter registration application within the 8 days before the election, the clerk must process the application and inform the applicant that he or she will not receive a mail ballot. To receive a ballot, the applicant must visit a Voter Service and Polling Center.	1-2-201(4) 1-2-217.7(3.5) 1-2-508(3)
November 2016		
1-November (Tuesday)	Last day for the county clerk to submit election setup records to the Secretary of State by regular mail. (No later than 5:00 PM on the 7th day before election day).	1-7-510(2) Rule 11.4
5-November (Saturday)	First day counties with more than 25,000 active electors are required to provide stand alone drop-off locations.	1-5-102.9(4)(b)(l)(B)
8-November (Tuesday)	General Election (Polls open 7:00 a.m. to 7:00 p.m.)	1-1-104(17) 1-4-201 Rule 7.9.1(b)
	All ballots must be received by the county clerk by 7:00 p.m. Ballots cast by military and overseas voters must be sent no later than 7:00 p.m. MT and received by the close of business on the 8th day after the election.	1-7.5-107(4)(b)(ll) 1-8.3-111 1-8.3-113 Rule 16
10-November (Thursday)	Deadline for the county clerk to send missing signature, signature verification, missing ID, and wrong envelope letters. (Within 3 days after receipt of ballot missing ID/confirmation of signature deficiency, but no later than 2 days after election day)	1-7.5-107(3.5)(d) 1-7.5-107.3(2)(a) 1-8.5-105(3)(a) Rule 7
	Deadline for the Secretary of State to notify the designated election official which voting devices and which race or races on the ballot will be audited. (No later than 48 hours after the close of the polls)	Rule 11.3.3(a)
16-November (Wednesday)	Last day for ballots cast by military and overseas electors to be received by the county clerk in order to be counted. (No later than the 8th day after election day)	1-8.3-111 1-8.3-113 Rule 16.1.5
	Last day for elector to cure signature discrepancy, wrong return envelope, missing signature, or to provide missing ID for mail and provisional ballot to be counted. (Within 8 days after election day)	1-7.5-107(3.5)(d) 1-7.5-107.3(2)(a) 1-8.5-105(3)(a) Rule 7
22-November (Tuesday)	Last day for verification and counting of provisional ballots. (Within 14 days after the General Election)	1-8.5-105(5) Rule 17
25-November (Friday)	Last day to complete the canvass for the General Election. (No later than the 17th day after the election)	1-10-102(1) Rule 10
	Last day for the designated election official to report the results of the post-election audit to the Secretary of State. (By 5:00 PM on the last day to canvass)	Rule 11.3.3(m)
28-November (Monday)	Last day to submit the official Abstract of Votes cast for the General Election to the Secretary of State. (No later than the 18th day after the election)	1-10-103(1) 1-1-106(4)
	Deadline to upload the final canvass results to the ENR system. (by close of business on the first business day after the statutory deadline for completing the canvass)	Rule 11.10.4
December 2016		
8-December (Thursday)	Last day for the Secretary of State to compile and total returns from all counties and order appropriate recounts, if any. (No later than the 30th day after the General Election)	1-10-103(2) 1-10.5-102(2)
9-December (Friday)	Last day for an interested party to request a recount of the results of the General Election at their own expense. (Within 31 days after the General Election)	1-10.5-106(2)
15-December (Thursday)	Last day to complete a recount requested by an interested party. (No later than the 37th day after the General Election)	1-10.5-106(2)
Computation of Time Note		
	If the last day for any act to be done or the last day of any period is a Saturday, Sunday, or legal holiday . . . the period is extended to include the next day which is not a Saturday, Sunday, or legal holiday.	1-1-106(4)

Use this as a reference guide only. Always refer to the Colorado Constitution, Revised Statutes, and Election Rules.

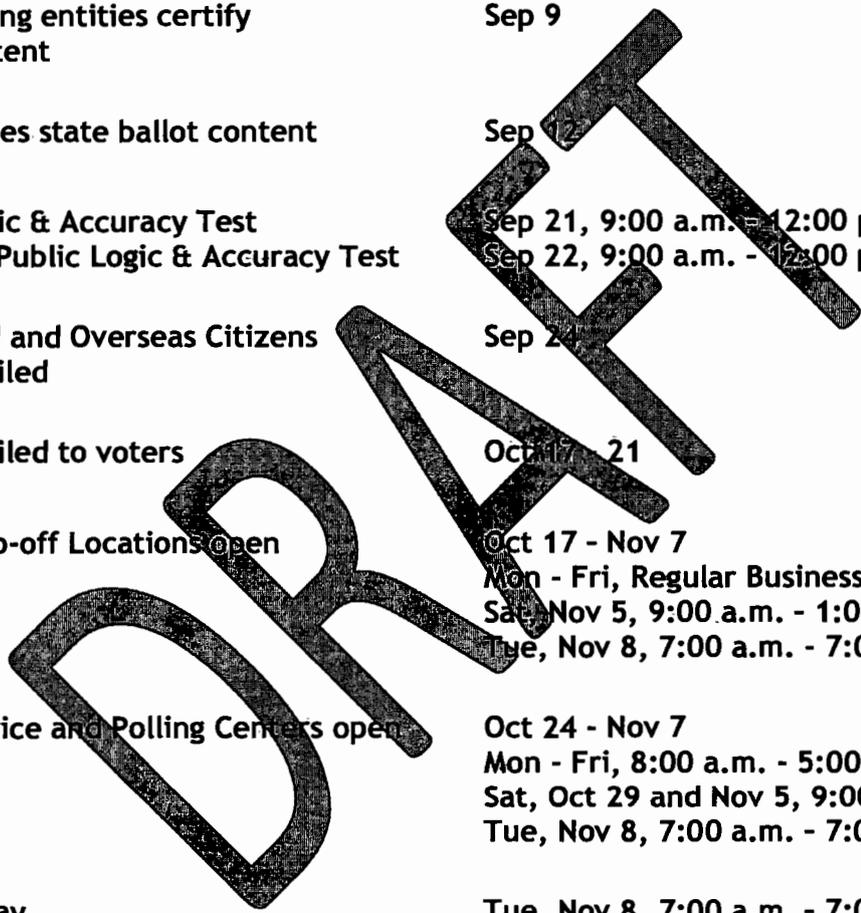
2016 Election Calendar

If a state statute requires doing an act in "not less than," "no later than," "at least" a certain number of days, "prior to" a certain number of days, or a certain number of months "before" the date of an election (or any phrase that suggests a similar meaning), the period is shortened to and ends on the prior business day that is not a Saturday, Sunday, or legal holiday.	1-1-106(5)
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Douglas County Important 2016 Election Dates

General Election

Event	Date
Lot Drawing	Jul 11, 9:00 a.m.
Coordinating entities certify ballot content	Sep 9
SOS certifies state ballot content	Sep 12
Public Logic & Accuracy Test	Sep 21, 9:00 a.m. - 12:00 p.m.
Alternate Public Logic & Accuracy Test	Sep 22, 9:00 a.m. - 12:00 p.m.
Uniformed and Overseas Citizens ballots mailed	Sep 24
Ballots mailed to voters	Oct 17 - 21
Ballot Drop-off Locations open	Oct 17 - Nov 7 Mon - Fri, Regular Business Hours of location Sat, Nov 5, 9:00 a.m. - 1:00 p.m. Tue, Nov 8, 7:00 a.m. - 7:00 p.m.
Voter Service and Polling Centers open	Oct 24 - Nov 7 Mon - Fri, 8:00 a.m. - 5:00 p.m. Sat, Oct 29 and Nov 5, 9:00 a.m. - 1:00 p.m. Tue, Nov 8, 7:00 a.m. - 7:00 p.m.
Election Day	Tue, Nov 8, 7:00 a.m. - 7:00 p.m.
Post Election Audit	Nov 16, 9:00 a.m. - Until completed
Alternate date	Nov 17, 9:00 a.m. - Until completed
Board of Canvass	Nov 23, 9:00 a.m. - 11:00 a.m.



DOUGLAS COUNTY TABOR NOTICE

The Ballot Issue Notice, also known as the TABOR Notice is the publication required in the Colorado State Constitution for ballot issues that call for increases in the tax rate or government debt. Colorado Constitution Article X, Section 20, requires the production of a mailed notice ("TABOR" Notice) concerning certain ballot issues and/or ballot questions that will be submitted to the electors of the County and the Jurisdiction.

THE COUNTY SHALL PERFORM THE FOLLOWING TASKS IN RELATION TO THE TABOR NOTICE:

- A. Determine the "least cost" method for mailing the TABOR Notice packet, and determine the portion of such cost to be applied to the Jurisdiction.
- B. Mail a TABOR Notice to each household, to "All Registered Voters" addressed as required by law, on or before the deadline as set forth within the SOS Election Calendar - Attachment C
- C. Placing the ballot issue notices received from the various Jurisdictions participating in the election in the proper order in the TABOR Notice packet.
- D. Refer calls concerning the substance of the ballot issues and ballot questions or the operations of the Jurisdiction to such person as is designated by the Jurisdiction.
- E. Prepare, print, and incorporate any notice to be included in the TABOR Notice packet that may inform the elector or that may provide other information as may be required by law.
- F. Provide a local election office contact name, address and telephone number for incorporation into the TABOR Notice and notify the Jurisdiction of such address and telephone number.

THE JURISDICTION SHALL PERFORM THE FOLLOWING TASKS IN RELATION TO THE TABOR NOTICE:

- A. Perform such acts as may be required by law, including circulation, approval, review, and all other activities, relating to any petition that may concern the Jurisdiction. The DEO shall interact with any Jurisdiction petition representatives, including but not limited to, working to ensure that the DEO receives the summary of written comments for their petition within the time required by law.
- B. Determine the ballot title and text.
- C. Include, within its TABOR Notice, ballot titles in this order of preference: "NOTICE OF ELECTION TO INCREASE TAXES/TO INCREASE DEBT/ON A CITIZEN PETITION/ON A REFERRED MEASURE."

Jurisdiction DEO Initials _____

Jurisdiction Responsibilities Continued

- D. Prepare the text of the TABOR Notice for the Jurisdiction. Such TABOR Notice shall include any Jurisdiction voter approved additions, and:
 - a. The election date, hours and local election contact name, office address and telephone number.
 - b. Ballot Question number, Ballot Title, Ballot text and written comments.
 - c. Fiscal information to be included in the TABOR Notice
- E. Accept written comments concerning ballot issues in accordance with § 1-7-901, C.R.S.
- F. Summarize the filed comments in favor of and in opposition to the ballot issue for the ballot issue notice following receipt of such comments received from the eligible electors of the Jurisdiction and the public as necessary for use in the TABOR Notice. § 1-7-903, C.R.S. The process of receiving written comments relating to ballot issues/ballot questions and summarizing such comments, as required by Section 20 of Article X of the Colorado Constitution, is the sole responsibility of the Jurisdiction.
- G. Provide the certified content of the Jurisdiction's completed TABOR Notice to the CEO as a plain text file via email or on CD or other media
- H. This submission may not be changed by the Jurisdiction following submission to the CEO without written approval from the CEO (such approval may be withheld for any or no reason), and shall be provided to the CEO no later than the 42nd day preceding the election (see SOS Election Calendar - Attachment C).
- I. Proofread the layout and the text of the Jurisdiction's portion of the official ballots and TABOR notice (if applicable) and provide written notice (electronic format) of acceptance before the printing of the ballots. Such acknowledgement must be received within two (2) hours after submission to the jurisdiction or 4:30 pm on day of receiving the layout and text from County, whichever comes first. Such acceptance is final and no changes will be made after written (electronic format) is given to the CEO. Failure to meet the deadline shall be observed by the CEO as acceptance. A penalty for delay or rework of the ballot or TABOR notice, will result in an additional fee to the jurisdiction for ALL associated costs with fixing or correcting jurisdictional errors. (See Attachment F)

Jurisdiction DEO Initials _____

ATTACHMENT-E

- J. For elections where owning property in the Jurisdiction is a requirement for voting in the election, the DEO for each Jurisdiction will be responsible for mailing the TABOR Notice to those electors who own property within the Jurisdiction (or otherwise eligible to vote) but live elsewhere outside the County.
- K. The Jurisdiction shall defend and resolve at its sole expense all challenges relative to the TABOR Notices certified to the County for inclusion in the TABOR Notice package or this General Election.
- L. Observe all tasks as specified in the State Constitution and the Code in all communication to electors related to information contained in the TABOR notice.

Town of Parker

By _____ By _____
Date _____ Date _____

Jurisdiction DEO Initials _____

ATTACHMENT - SAMPLE TABOR NOTICE FOR COORDINATING JURISDICTIONS
(May be used as a template by Jurisdiction)

SAMPLE TABOR NOTICE FOR A POLITICAL SUBDIVISION

“ALL REGISTERED VOTERS”

NOTICE OF ELECTION TO INCREASE TAXES/TO INCREASE DEBT/ON A CITIZEN
PETITION/ON A REFERRED MEASURE

Election Date: November 8, 2016

Election Hours: 7:00 A.M. to 7:00 P.M.

Local Election (DEO) Office Address and Telephone Number
(Do NOT include Douglas County Clerk & Recorder Office Information):

(Insert) Local Election (DEO) Office Address:

(Insert) Local Election (DEO) Contact person:

(Insert) Local Election (DEO) Office Telephone
Number

Ballot Title and Text: (insert) Ballot Question Number

See Article 10, Sec.20. - Colorado State Constitution

Preparation of Written Comments:

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

Or

“No comments were filed by the constitutional deadline”

Jurisdiction DEO Initials _____

Douglas County Fees for Election Coordination

<p>*Per Voter in Jurisdiction</p> <p style="text-align: center;"><i>PLUS</i></p> <p>*Additional Ballot Question/TABOR Language Text (> 4 Column inches in length)</p> <p style="padding-left: 40px;">Coordinated odd year</p> <p style="padding-left: 40px;">Gubernatorial even year</p> <p style="padding-left: 40px;">Presidential even Year</p> <p>*Minimum Charge</p>	<p>\$ 0.80</p> <p>\$1,000</p> <p>\$2,000</p> <p>\$3,000</p> <p>\$ 500</p>
<p>TABOR Notice (Jurisdictions Voter registration %/ # of TABOR participants)</p> <p>Public Notice (Cost/# of coordinating entities)</p> <p>Cancelation of Jurisdiction Election (All cost incurred before and after cancellation - IGA 3.01)</p> <p>Failure to Comply with Terms of IGA</p> <p>Delays/rework of ballot (Due to jurisdiction error - IGA 2.02U)</p> <p>Staff appointment on behalf of jurisdiction/hr.</p>	<p>Minimum \$ 250</p> <p>Varies</p> <p>Full Actual Costs</p> <p>Full Actual Costs</p> <p>All associated Costs</p> <p>\$ 100</p>

Douglas County Clerk and Recorder Contact Information

	Office Phone	Cell Phone	Email
Merlin Klotz, C&R	(303) 660-7364	(303) 521-5177	mklotz@douglas.co.us
Sheri Davis, Election Deputy	(303) 663-7643	(303) 548-0455	sdavis1@douglas.co.us
Elaine Meyer, Operations Manager	(303) 663-7663	(303) 519-1797	emeyer@douglas.co.us
George Laumeyer, Elections Coord.	(303) 663-7695		glaumeve@douglas.co.us
Christopher Partt, Assistant County Attorney	(303) 660-7338		cpratt@douglas.co.us

Merlin Klotz, C&R

Sheri Davis, Election Deputy

Elaine Meyer, Operations Manager

George Laumeyer, Elections Coord.

Christopher Partt, Assistant County Attorney



ITEM NO: 6D
DATE: 04/18/2016

REQUEST FOR TOWN COUNCIL ACTION

TITLE: ORDINANCE NO. 9.255 – A Bill for an Ordinance Approving the Intergovernmental Agreement Between the Town of Parker and the Douglas County School District RE-1 Regarding Cost Sharing for Access Drive Improvements at Legend High School

- | | | |
|---|---|--------------|
| <input type="checkbox"/> PUBLIC HEARING | <input checked="" type="checkbox"/> ORDINANCE FOR 1 ST READING | (04/18/2016) |
| <input type="checkbox"/> CONTRACT | <input type="checkbox"/> ORDINANCE FOR 2 ND READING | (05/02/2016) |
| <input type="checkbox"/> MOTION | <input type="checkbox"/> RESOLUTION | |



Tom Williams, Engineering Director



G. Randolph Young, Town Administrator

ISSUE:

Approval of an intergovernmental agreement (IGA) with the Douglas County School District related to cost sharing for access drive improvements at Legend High School.

PRIOR ACTION:

None.

FUNDING/BUDGET IMPACT:

Funding for the proposed improvements will come from the Roadway Safety Enhancements line item in the Highway & Streets Capital Projects account that is part of the approved 2016 budget.

BACKGROUND:

In late-2015, Town staff had a series of meetings and phone calls with Douglas County School District (DCSD) staff related to traffic complaints associated with Legend High School. These discussions resulted in brainstorming of some ideas to improve the traffic flow on Canterbury Parkway. The group is proposing improvements on the north access road at Legend High School to improve the efficiency of traffic getting into and out of the Legend High School north parking lots. This will result in a reduction of traffic being backed up onto Canterbury Parkway. The proposed improvements are as follows:

- 1) Restriping the north access road to allow two-lanes in and two-lanes out from the current configuration of one-lane in and one-lane out.
- 2) In order to complete the restriping listed above, an existing median island with guardrail needs to be removed and asphalt patched back.
- 3) A new ingress only access point in the northwest parking lot to improve the flow into the parking lot from the access road.

While other ideas came up from the brainstorming session, this was an agreed to "first phase" that can be implemented in the summer of 2016 so that traffic improvements can be realized in the fall when school commences again.

Town staff proposed splitting the cost of these improvements 50/50 with DCSD staff and this is reflected in the proposed IGA. While the proposed improvements are located on DCSD property, they will result in improved traffic flow on Canterbury Parkway which is a Town roadway. When the improvements are completed, DCSD will be responsible for maintenance of the improvements. The IGA proposes completion of these improvements during the summer break at the high school to minimize the impacts of the construction. DCSD management has already approved the proposed IGA and an ordinance is required to approve this proposed IGA.

In order to meet this proposed construction timeline, the Town has already commenced discussions/negotiations with a roadway contractor under contract with the Town for the 2016 resurfacing work. It is anticipated that a contract modification for this work will be brought forward to Town Council at the May 02, 2016 Town Council meeting.

RECOMMENDATION:

Approve the ordinance.

PREPARED/REVIEWED BY:

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

ATTACHMENTS:

- 1) Ordinance (2 pages)
- 2) Intergovernmental Agreement (3-pages)
- 3) Exhibit A (to the IGA – 1 page)

RECOMMENDED MOTION:

"I move to approve Ordinance No. 9.255 on first reading and schedule second reading for May 2, 2016, as a part of the consent agenda."

ORDINANCE NO. 9.255, Series of 2016

TITLE: A BILL FOR AN ORDINANCE APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF PARKER AND THE DOUGLAS COUNTY SCHOOL DISTRICT RE-1 REGARDING COST SHARING FOR ACCESS DRIVE IMPROVEMENTS TO LEGEND HIGH SCHOOL

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 Parker and the Douglas County School District RE-1 Regarding Cost Sharing for Access Drive Improvements to Legend High School, 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 DOUGLAS COUNTY SCHOOL
DISTRICT RE-1 REGARDING COST SHARING FOR ACCESS DRIVE
IMPROVEMENTS TO LEGEND HIGH SCHOOL**

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into this _____ day of _____, 2016, by and between the Town of Parker, a Colorado home rule municipality (the "Town"), and the Douglas County School District RE-1 (the "District"), hereinafter collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, the Parties have jointly determined to participate in the construction of access drive improvements to Legend High School as described in **Exhibit A**, which is attached hereto and incorporated by this reference (the "Project"); and

WHEREAS, the Parties further desire to memorialize their understanding regarding the cost sharing for the Project.

NOW, THEREFORE, IT IS MUTUALLY UNDERSTOOD by and between each of the Parties that the cost sharing arrangement for completion of the Project shall be as follows:

1. Design, Construction and Maintenance of the Project. The Town shall design and construct the Project.

2. Allocation of Cost. The Town shall pay the entire cost for design and construction of the Project, subject to the allocation of costs from the Douglas County School District RE-1 (the "District"), as described in Paragraph 3 of this Agreement. The District agrees to allocate a lump sum amount equal to fifty percent (50%) of the Project (the "District Contribution") for the purpose of allowing the Town to design and construct the entire Project.

The Parties agree that the District Contribution will be paid into a fund maintained by the Town, within fifteen (15) days of the date that the Town notifies the District in writing that the Town has selected a bidder for the Project. The Town agrees to invoice the District for the District Contribution at the time the Town has selected a bidder.

3. Bidding the Project. The Town agrees to bid the construction of the Project according to Town bid procedures on or before May 31, 2016 ("Bid Deadline"). In the event that the requirements of this Paragraph are not satisfied by the Bid Deadline, then this Agreement shall automatically terminate. Once final bids are received, the Town shall diligently pursue completion of the Project; however, if the Town terminates the Project because of lack of funding after opening the bids or for any other reason, the District shall be reimbursed its full District Contribution within sixty (60) days.

4. Maintenance Responsibilities for the Project. The District shall be responsible for the maintenance of the Project after construction of the Project by the Town.

5. Time for Performance. The Parties acknowledge and agree that the Project shall be completed on or before September 1, 2016.

6. 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: Douglas County School District RE-1
Director of Planning and Construction
620 Wilcox Street
Castle Rock, Colorado 80104

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

8. No Waiver of Governmental Immunity Act. The Parties hereto understand and agree that the Town and the District, their 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 District.

9. 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.

10. 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.

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

12. 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.

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

14. 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

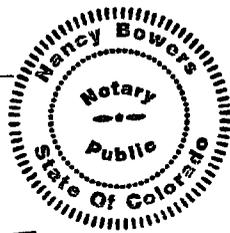
**DOUGLAS COUNTY SCHOOL DISTRICT
RE-1**



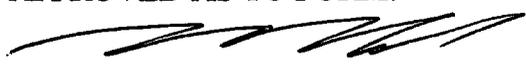
Thomas Tsai, Chief Operating Officer

ATTEST:


Nancy Bowers My Commission Expires 11/13/2018



APPROVED AS TO FORM:



Robert S. Ross, Jr.
DCSD Legal Counsel

Exhibit A
Legend High School
Traffic Flow Improvements

Draft Date: April 8, 2016

Restripe Access Road for 4 Lanes
(2 in and 2 out)

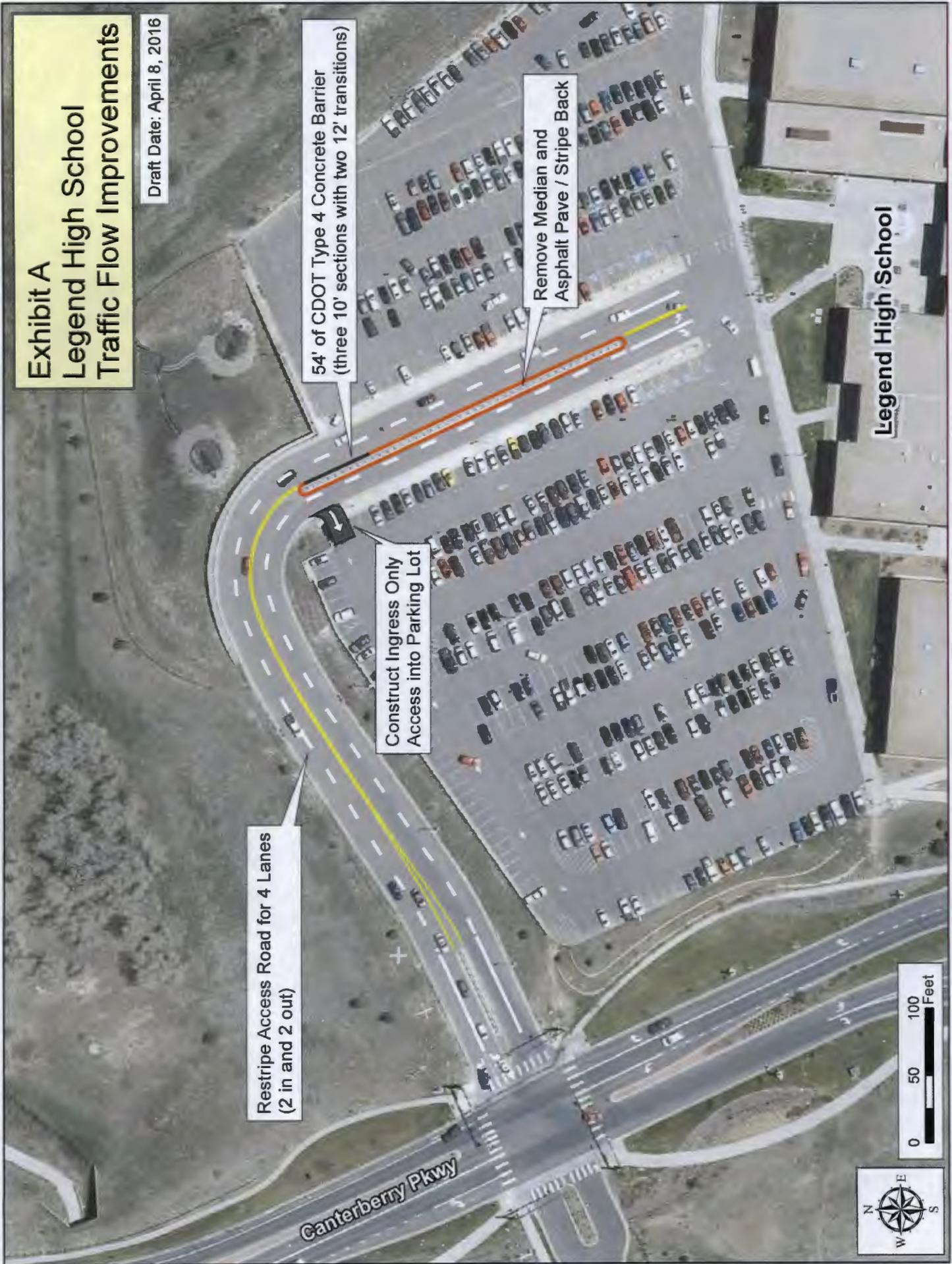
Construct Ingress Only
Access into Parking Lot

54' of CDOT Type 4 Concrete Barrier
(three 10' sections with two 12' transitions)

Remove Median and
Asphalt Pave / Stripe Back

Legend High School

Canterbury Pkwy





ITEM NO: 6E
DATE: 04/18/2016

REQUEST FOR TOWN COUNCIL ACTION

TITLE: ORDINANCE NO. 3.01.109 – A Bill for an Ordinance to Amend Sections 13.04.100 and 13.04.120 of the Parker Municipal Code Concerning Assembly Uses

- | | | |
|---|---|--------------|
| <input type="checkbox"/> PUBLIC HEARING | <input checked="" type="checkbox"/> ORDINANCE FOR 1 ST READING | (04/18/2016) |
| <input type="checkbox"/> CONTRACT | <input type="checkbox"/> ORDINANCE FOR 2 ND READING | (05/02/2016) |
| <input type="checkbox"/> MOTION | <input type="checkbox"/> RESOLUTION | |

Rosemary Sietsema for

John Fussa, Community Development Director

G. Randolph Young, Town Administrator

ISSUE:

The Town has experienced substantial growth during the past few years as a consequence of the strong regional economy and residential in-migration. This growth, while largely beneficial, has resulted in a decreasing supply of land that is available for future commercial, light industrial and mixed-use development. This is an issue of Town-wide concern but is most acute in those areas zoned B – Business District and C – Commercial District where land for development is scarce and under increasing development pressure. The Parker 2035 Master Plan identifies these areas as part of the Central Commercial District where “...growth in this Character Area should focus on core retail, services, offices, lodging, restaurants, etc....” In order to preserve the B – Business and C – Commercial Districts for uses having economic development benefits, it is necessary to evaluate and amend the Land Development Ordinance to eliminate uses that fail to generate retail sales tax, primary employment and beneficial economic activity.

PRIOR ACTION:

On March 21, 2016, Town Council approved Emergency Ordinance No. 3.01.108 to amend Sections 13.04.100 and 13.04.120 of the Parker Municipal Code concerning assembly uses. This emergency ordinance is in effect for 90 days.

FUNDING/BUDGET IMPACT:

None

BACKGROUND:

The B – Business District and C – Commercial District permit a number of assembly uses on a by-right basis that are of concern given the discussion above. Assembly uses typically involve the occupancy/use of a building, structure or a portion thereof for the gathering of people for civic, educational, entertainment, social or religious activities.

These uses may be important within a community but they do not generate substantial economic development benefits such as retail sales tax, primary employment or increased economic activity.

The B – Business and C – Commercial Districts are primarily located in the important Parker Road corridor so the preservation of remaining vacant land for commercial, light industrial and mixed-use development is central to the future economic and financial health of the Town. As a planning and zoning issue, this is an urgent matter given the increasing development pressure in these areas and the potential for development proposals of assembly uses that would further reduce the inventory of available land for uses generating economic development benefits to the Town.

RECOMMENDATION:

Staff recommends that the Town Council approve Ordinance No. concerning assembly uses in the B – Business District and C – Commercial District.

PREPARED/REVIEWED BY:

Ryan McGee, Associate Planner; James S. Maloney, Town Attorney; Steve Greer, Deputy Community Development Director; John Fussa, Community Development Director

ATTACHMENTS:

1. Ordinance No. 3.01.109
2. Emergency Ordinance No. 3.01.108

RECOMMENDED MOTION:

"I move to approve Ordinance No. 3.01.109 on first reading and schedule second reading for May 2, 2016, as a part of the consent agenda."

ORDINANCE NO. 3.01.109, Series of 2016

TITLE: A BILL FOR AN ORDINANCE TO AMEND SECTIONS 13.04.100 AND 13.04.120 OF THE PARKER MUNICIPAL CODE CONCERNING ASSEMBLY USES

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

Section 1. Subsection 13.04.100(c) of the Parker Municipal Code is amended to read as follows:

13.04.100 B—Business District.

* * *

(c) Uses permitted by right.

(1) Motels, hotels, including restaurants, gift shops and other incidental accessory uses located within the principal building.

(2) Hospitals, nursing and convalescent homes and other extended care facilities.

(3) Offices: general, medical, dental, professional and governmental.

(4) Public and quasi-public facilities.

(5) Greenhouses.

(6) Places for conducting restricted business activities, including, but not limited to, the following uses:

Antique shops

Artist supplies

Banks

Barbershops and beauty parlors

Bars and lounges

Book stores

Clothing stores

Convenience stores; sale of gasoline shall be prohibited

Crafts and hobby shops

Drug stores

Dry cleaning and dyeing

Dry goods and variety stores

Electrical and household appliances

Fast food establishments, drive-in and/or carry-out

Florists

Furniture stores, no warehousing—limited storage within the principal structure

Gift shops

Grocery stores

Hardware stores

Jewelry stores

Laundries—hand and coin-operated

Music shops

Newsstands

Office supplies

Package liquor stores

Paint stores

Pet shops

Photographic studios, equipment and supplies

Public utility offices

Restaurants and other eating establishments

Shoe stores

Sporting good and athletic equipment

Stationery stores

Toy and game stores

Travel agencies

All the above uses, except for public or private parking lots, and those interpreted for inclusion by the Planning Commission shall be conducted entirely within an enclosed building.

(7) Public parks, playgrounds, open space and outdoor recreation areas.

(8) Electric transmission and distribution lines, telegraph and telephone lines, telephone exchanges, electric substations and gas regulator stations.

(9) Accessory uses and buildings.

Section 2. Subsections 13.04.120(c) and (d) of the Parker Municipal Code are amended to read as follows:

13.04.120 C-Commercial District.

* * *

(c) Uses Permitted by right.

* * *

(2) Places for conducting any commercial, wholesale or service activities, not of an industrial nature, inclusive of, but not limited to the following uses:

Auto parts stores

Bakeries—wholesale and retail

Car wash, automatic or coin-operated

Contractor's offices only, no storage of equipment or trailers

Drive-in eating and drinking establishments

Indoor dog training and dog grooming

Nurseries (plant), wholesale and retail

Printing and publishing

Radio and television offices and studios

Shopping centers

Tire repair shops

Upholstery shops

* * *

(d) Uses permitted by special review.

(1) All uses permitted by special review in the B—Business District.

(2) Automobile service stations.

(3) Auto and truck repairs.

(4) Car sales, new and used.

(5) Motor vehicles and motorized equipment: sales, leasing, rental servicing and repair as an accessory activity.

(6) Veterinary clinics and hospitals.

(7) Caretaker residences.

(8) Outdoor flea markets.

(9) Observation kennels and pet day care.

(10) Outdoor dog training.

(11) Outdoor commercial display shall meet all of the minimum requirements contained in Subparagraphs a. through j. below:

a. Outdoor commercial display is defined as any items, goods or seasonal merchandise directly related to the commercial use conducted inside the principal building, which items, goods or merchandise are permanently displayed outside of the principal building for the purposes of sale to the general public at retail.

b. This Section shall not be in conflict with or used to circumvent the requirements of Section 13.04.210 of this Chapter.

c. Outdoor commercial display shall only be considered as part of an approved site plan, to be reviewed in accordance with Chapter 13.06 of this Title.

d. Outdoor commercial display shall occur within fifteen (15) feet of the exterior walls of the principal building and shall not comprise more than three percent (3%) of the building footprint of the principal building, as shown on the approved site plan.

e. Outdoor commercial display areas shall be identified by a permanent marking material, identifying the entire outdoor display area, as shown on the approved site plan for the property. Colored and/or stamped concrete paving, brick pavers or concrete pavers are acceptable. Painted stripes will not be acceptable. No outdoor commercial display will be permitted outside of the delineated display area.

f. Outdoor commercial display activities shall be conducted so as to assure that the sidewalk or entrance into the principal building is not obstructed and that a minimum width of eight (8) feet shall be continuously maintained on the sidewalk or entrance into the principal building to allow for pedestrian access.

g. The use of semi-trailers or temporary buildings shall not be permitted.

h. All signage shall comply with Chapter 13.09 of this Title.

i. Outdoor commercial display shall not be located within the parking area for the principal building as shown on an approved site plan.

j. This Section shall not be in conflict with federal, state or local governmental requirements, including, but not limited to, the International Building Code, Department of Health or Fire District standards.

(12) Nurseries (plant), wholesale and retail, which provide outdoor display areas that comprise more than three percent (3%) of the building footprint of the principal building, as shown on the approved site plan.

Section 5. **Safety Clause.** The Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Parker, that it is promulgated for the health, safety and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Town Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained. The Town Council further finds that the title to this Ordinance was posted in two public places two days before the Town Council meeting, as provided by Section 7.5e. of the Town of Parker Home Rule Charter.

Section 6. **Severability.** If any clause, sentence, paragraph or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

Section 7. This Ordinance shall become effective 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

ORDINANCE NO. 3.01.108, Series of 2016

TITLE: A BILL FOR AN EMERGENCY ORDINANCE TO AMEND SECTIONS 13.04.100 AND 13.04.120 OF THE PARKER MUNICIPAL CODE CONCERNING ASSEMBLY USES

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

Section 1. Subsection 13.04.100(c) of the Parker Municipal Code is amended to read as follows:

13.04.100 B—Business District.

* * *

(c) Uses permitted by right.

(1) Motels, hotels, including restaurants, gift shops and other incidental accessory uses located within the principal building.

(2) Hospitals, nursing and convalescent homes and other extended care facilities.

(3) Offices: general, medical, dental, professional and governmental.

(4) Public and quasi-public facilities.

(5) Greenhouses.

(6) Places for conducting restricted business activities, including, but not limited to, the following uses:

Antique shops

Artist supplies

Banks

Barbershops and beauty parlors

Bars and lounges

Book stores

Clothing stores

Convenience stores; sale of gasoline shall be prohibited

Crafts and hobby shops
Drug stores
Dry cleaning and dyeing
Dry goods and variety stores
Electrical and household appliances
Fast food establishments, drive-in and/or carry-out
Florists
Furniture stores, no warehousing—limited storage within the principal structure
Gift shops
Grocery stores
Hardware stores
Jewelry stores
Laundries—hand and coin-operated
Music shops
Newsstands
Office supplies
Package liquor stores
Paint stores
Pet shops
Photographic studios, equipment and supplies
Public utility offices
Restaurants and other eating establishments
Shoe stores
Sporting good and athletic equipment
Stationery stores

Toy and game stores

Travel agencies

All the above uses, except for public or private parking lots, and those interpreted for inclusion by the Planning Commission shall be conducted entirely within an enclosed building.

(7) Public parks, playgrounds, open space and outdoor recreation areas.

(8) Electric transmission and distribution lines, telegraph and telephone lines, telephone exchanges, electric substations and gas regulator stations.

(9) Accessory uses and buildings.

Section 2. Subsections 13.04.120(c) and (d) of the Parker Municipal Code are amended to read as follows:

13.04.120 C-Commercial District.

* * *

(c) Uses Permitted by right.

* * *

(2) Places for conducting any commercial, wholesale or service activities, not of an industrial nature, inclusive of, but not limited to the following uses:

Auto parts stores

Bakeries—wholesale and retail

Car wash, automatic or coin-operated

Contractor's offices only, no storage of equipment or trailers

Drive-in eating and drinking establishments

Indoor dog training and dog grooming

Nurseries (plant), wholesale and retail

Printing and publishing

Radio and television offices and studios

Shopping centers

Tire repair shops

Upholstery shops

* * *

(d) Uses permitted by special review.

(1) All uses permitted by special review in the B—Business District.

(2) Automobile service stations.

(3) Auto and truck repairs.

(4) Car sales, new and used.

(5) Motor vehicles and motorized equipment: sales, leasing, rental servicing and repair as an accessory activity.

(6) Veterinary clinics and hospitals.

(7) Caretaker residences.

(8) Outdoor flea markets.

(9) Observation kennels and pet day care.

(10) Outdoor dog training.

(11) Outdoor commercial display shall meet all of the minimum requirements contained in Subparagraphs a. through j. below:

a. Outdoor commercial display is defined as any items, goods or seasonal merchandise directly related to the commercial use conducted inside the principal building, which items, goods or merchandise are permanently displayed outside of the principal building for the purposes of sale to the general public at retail.

b. This Section shall not be in conflict with or used to circumvent the requirements of Section 13.04.210 of this Chapter.

c. Outdoor commercial display shall only be considered as part of an approved site plan, to be reviewed in accordance with Chapter 13.06 of this Title.

d. Outdoor commercial display shall occur within fifteen (15) feet of the exterior walls of the principal building and shall not comprise more than three percent (3%) of the building footprint of the principal building, as shown on the approved site plan.

e. Outdoor commercial display areas shall be identified by a permanent marking material, identifying the entire outdoor display area, as shown on the approved site plan for the property. Colored and/or stamped concrete paving, brick pavers or concrete pavers are acceptable. Painted stripes will not be acceptable. No outdoor commercial display will be permitted outside of the delineated display area.

f. Outdoor commercial display activities shall be conducted so as to assure that the sidewalk or entrance into the principal building is not obstructed and that a minimum width of eight (8) feet shall be continuously maintained on the sidewalk or entrance into the principal building to allow for pedestrian access.

g. The use of semi-trailers or temporary buildings shall not be permitted.

h. All signage shall comply with Chapter 13.09 of this Title.

i. Outdoor commercial display shall not be located within the parking area for the principal building as shown on an approved site plan.

j. This Section shall not be in conflict with federal, state or local governmental requirements, including, but not limited to, the International Building Code, Department of Health or Fire District standards.

(12) Nurseries (plant), wholesale and retail, which provide outdoor display areas that comprise more than three percent (3%) of the building footprint of the principal building, as shown on the approved site plan.

Section 3. **Police Power Finding.** The Town Council hereby finds, determines and declares that this Ordinance is necessary and proper to provide for the safety, preserve the health, promote the prosperity, and improve the order, comfort and convenience of the Town and the inhabitants thereof.

Section 4. **Emergency Declared.** Pursuant to Section 7.6 of the Charter, the Town Council hereby finds, determines and declares that this Ordinance is necessary for the immediate preservation of the public peace, health, safety and welfare of the Town of Parker, in order to immediately address the negative impact of assembly uses on the remaining inventory of real property contained within the B-Business District and the C-Commercial District that is available to accommodate existing and future demand for commercial uses that provide direct economic benefit and employment to the Town of Parker.

Section 5. **Safety Clause.** The Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Parker, that it is promulgated for the health, safety and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Town Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained. The Town Council further finds that the title

to this Ordinance was posted in two public places two days before the Town Council meeting, as provided by Section 7.5e. of the Town of Parker Home Rule Charter.

Section 6. Severability. If any clause, sentence, paragraph or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

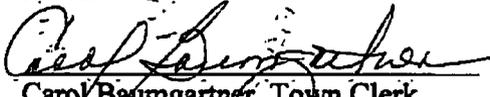
Section 7. This Ordinance shall become effective immediately upon adoption.

INTRODUCED, ADOPTED AND PASSED ON FIRST READING, this 21st day of March, 2016.



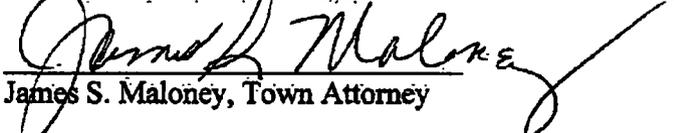
Mike Waid, Mayor

ATTEST:



Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

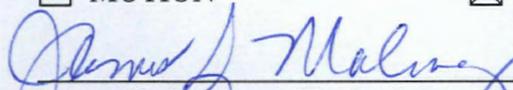


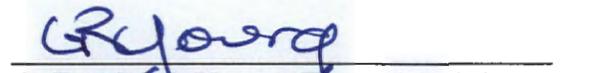
James S. Maloney, Town Attorney

REQUEST FOR TOWN COUNCIL ACTION

TITLE: RESOLUTION NO. 16-029 – A Resolution to Reduce the Number of Members of the Board of Directors of the Greater Parker Foundation from Eight Members to Two Members and to Appoint the Directors of the Greater Parker Foundation

- | | |
|---|--|
| <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 Town Council desires to reduce the number of members of the Board of Directors from eight (8) members to two (2) members.

PRIOR ACTION: The Town Council set, by Resolution No. 13-050, Series of 2013, the number of members of the Board of Directors at eight (8) members.

FUNDING/BUDGET IMPACT: None.

BACKGROUND: On November 3, 2008, the Town Council of the Town of Parker approved Resolution No. 08-089, Series of 2008, to organize the Greater Parker Foundation, as a Colorado nonprofit corporation. The Town Council set, by Resolution No. 13-011, Series of 2013, the number of members of the Board of Directors at seven (7). The Town Council set, by Resolution No. 13-050, Series of 2013, the number of members of the Board of Directors from seven (7) members to eight (8) members. The Town Council desires to reduce the number of members of the Board of Directors from eight (8) members to two (2) members.

RECOMMENDATION: Approve.

PREPARED/REVIEWED BY: James S. Maloney, Town Attorney.

ATTACHMENT: Resolution No. 16-029.

RECOMMENDED MOTION: "I move to approve Resolution No. 16-029, as a part of the consent agenda."

RESOLUTION NO. 16-029, Series of 2016

TITLE: A RESOLUTION TO REDUCE THE NUMBER OF MEMBERS OF THE BOARD OF DIRECTORS OF THE GREATER PARKER FOUNDATION FROM EIGHT MEMBERS TO TWO MEMBERS AND TO APPOINT THE DIRECTORS OF THE GREATER PARKER FOUNDATION

WHEREAS, on November 3, 2008, the Town Council of the Town of Parker approved Resolution No. 08-089, Series of 2008, to organize the Greater Parker Foundation, as a Colorado nonprofit corporation;

WHEREAS, the Town Council set, by Resolution No. 13-011, Series of 2013, the number of members of the Board of Directors at seven (7);

WHEREAS, the Town Council set, by Resolution No. 13-050, Series of 2013, the number of members of the Board of Directors from seven (7) members to eight (8) members; and

WHEREAS, the Town Council desires to reduce the number of members of the Board of Directors from eight (8) members to two (2) members, as provided herein.

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

Section 1. The Board of Directors of the Greater Parker Foundation shall be set at two (2) members.

Section 2. The Town Council of the Town of Parker hereby appoints Amy M. Holland and Debbie Lewis as Directors of the Greater Parker Foundation.

RESOLVED AND PASSED this _____ day of _____, 2016.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

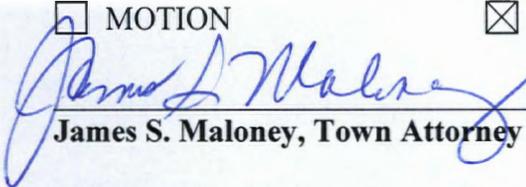


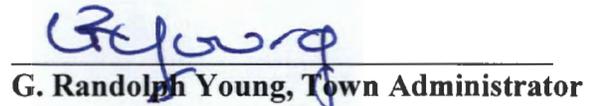
ITEM NO: 6G
DATE: 4/18/2016

REQUEST FOR TOWN COUNCIL ACTION

TITLE: RESOLUTION NO. 16-030 – A Resolution to Appoint the Officers to the Greater Parker Foundation

- | | |
|---|--|
| <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 Town Council of the Town of Parker desires to appoint officers to the Greater Parker Foundation.

PRIOR ACTION: The Town Council previously appointed officers to the Greater Parker Foundation, before the number of members of the Board of Directors was reduced from eight (8) members to two (2) members.

FUNDING/BUDGET IMPACT: None.

BACKGROUND: The Town Council approved the resolution reducing the size of the Board of Directors from eight (8) members to two (2) members. As a result, the Town Council needs to appoint new officers to the Greater Parker Foundation. The attached resolution provides that Amy M. Holland would be appointed President and Secretary of the Greater Parker Foundation and Debbie Lewis would be appointed Vice President and Treasurer of the Greater Parker Foundation.

RECOMMENDATION: Approve.

PREPARED/REVIEWED BY: James S. Maloney, Town Attorney.

ATTACHMENT: Resolution No. 16-030.

RECOMMENDED MOTION: "I move to approve Resolution No. 16-030, as a part of the consent agenda."

RESOLUTION NO. 16-030, Series of 2016

TITLE: A RESOLUTION TO APPOINT THE OFFICERS TO THE GREATER PARKER FOUNDATION

WHEREAS, the Town Council of the Town of Parker desires to appoint Amy M. Holland as the President of the Greater Parker Foundation;

WHEREAS, the Town Council desires to appoint Debbie Lewis as the Vice President of the Greater Parker Foundation;

WHEREAS, the Town Council desires to appoint Amy M. Holland as the Secretary of the Greater Parker Foundation; and

WHEREAS, the Town Council desires to appoint Debbie Lewis as the Treasurer of the Greater Parker Foundation.

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

Section 1. The Town Council of the Town of Parker hereby appoints Amy M. Holland as the President of the Greater Parker Foundation, as described in **Exhibit A**, which is attached hereto and incorporated by this reference.

Section 2. The Town Council of the Town of Parker hereby appoints Debbie Lewis as the Vice President of the Greater Parker Foundation, as described in Exhibit A.

Section 3. The Town Council of the Town of Parker hereby appoints Amy M. Holland as the Secretary of the Greater Parker Foundation, as described in Exhibit A.

Section 4. The Town Council of the Town of Parker hereby appoints Debbie Lewis as the Treasurer of the Greater Parker Foundation, as described in Exhibit A.

RESOLVED AND PASSED this _____ day of _____, 2016.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

EXHIBIT A

Officers of the Greater Parker Foundation

Amy M. Holland, President
Debbie Lewis, Vice President
Amy M. Holland, Secretary
Debbie Lewis, Treasurer

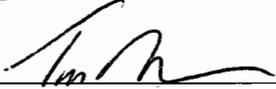


ITEM NO: 6H
DATE: 04/18/2016

REQUEST FOR TOWN COUNCIL ACTION

TITLE: RESOLUTION NO. 16-031 – A Resolution Accepting the Conveyance of a Drainage Easement from Dransfeldt Business Park, L.L.C., along the Eastern Boundary of Lot 1, Block 1, Parkglenn West Filing No. 3.

- | | |
|---|--|
| <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, Director of Engineering



G. Randolph Young, Town Administrator

ISSUE:

This item accompanies a resolution accepting conveyance of a drainage easement from Dransfeldt Business Park, L.L.C. covering drainage improvements proposed with the approved Site Plan for Lot 1, Block 1, Parkglenn West Filing No. 3.

PRIOR ACTION:

N/A

FUNDING/BUDGET IMPACT:

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

BACKGROUND:

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

The Public Works Department has reviewed and approved the construction drawings for the drainage facilities associated with an approved Site Plan for Lot 1, Block 1, Parkglenn West Filing No. 3. Since the drainage facilities are being constructed as part of a Site Plan process, and not a Plat, the easements need to be dedicated via separate instrument.

RECOMMENDATION:

Staff recommends that Town Council approve the resolution accepting the conveyance of a drainage easement from Dransfeldt Business Park, L.L.C. to the Town of Parker.



Dransfeldt Business Park, L.L.C.
Drainage Easement Acceptance
Vicinity Map

RESOLUTION NO. 16-031, Series of 2016

TITLE: A RESOLUTION ACCEPTING THE CONVEYANCE OF A DRAINAGE EASEMENT FROM DRANSFELDT BUSINESS PARK, LLC, ALONG THE EASTERN BOUNDARY OF LOT 1, BLOCK 1, PARKGLENN WEST FILING NO. 3

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

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

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

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

Section 1. The Town Council of the Town of Parker hereby accepts the conveyance of certain property interests for the purpose of the maintenance of a drainage pipe and appurtenant drainage facilities from Dransfeldt Business Park, LLC, along the eastern boundary of Lot 1, Block 1, Parkglenn West Filing No. 3, as provided in the Drainage Easement Agreement attached as **Exhibit 1** and incorporated by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

RESOLVED AND PASSED this ____ day of _____, 2016.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

PREPARED/REVIEWED BY:

Alex Mestdagh, Senior Development Review Engineer; Jim Maloney, Town Attorney

ATTACHMENTS:

1. Vicinity Map
2. Resolution
3. Drainage Easement Agreement (7 pages)(Exhibit to the resolution)

RECOMMENDED MOTION:

"I move to approve Resolution 16-031, as a part of the consent agenda."

EXHIBIT 1

DRAINAGE EASEMENT AGREEMENT

THIS DRAINAGE EASEMENT AGREEMENT (the "Easement Agreement") is dated this _____ day of _____, 20____, by DRANSFELDT BUSINESS PARK, LLC whose legal address is 367 SANDY HOLLOW TRAIL, PARKER, CO 80116 ("Grantor"), and the Town of Parker, a Colorado home rule municipality, having an address of 20120 East Mainstreet, Parker, Colorado 80138 ("Grantee").

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

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

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

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

2. **Unencumbered Title.** Grantor warrants that the Easement Property granted herein is granted free and clear of all liens and encumbrances, attached hereto and made a part hereof, and the property taxes for the current year not yet due, as well as property taxes for subsequent years not yet due.

3. **Operation and Maintenance.**

a. The operation and maintenance of the drainage facilities described herein and located within the Easement Property shall be the responsibility of the Grantor; provided, however, that Grantee shall have the right to maintain the Easement Property in the event Grantee, in its sole

discretion, determines to enter the Easement Property for the operation and/or maintenance of the Easement Property as set forth in subsection b. hereinbelow. The Grantor acknowledges and agrees that the Grantee has the right to enter the Easement Property to maintain and operate the drainage facilities covered by Chapter 4.08 of the Parker Municipal Code or to maintain and operate the drainage facilities in the manner described herein.

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

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

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

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

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

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

7. Miscellaneous.

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

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

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

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

GRANTOR:

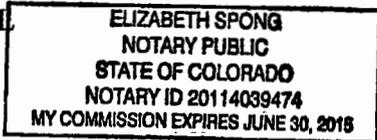
By: [Signature]
DENISE BLODIG, MANAGER

STATE OF COLORADO)
COUNTY OF Douglas)ss.

The foregoing instrument was acknowledged before me this 22nd day of January, 20 15, by Denise Blodig, as manager.

My commission expires: 6/30/2015.

SEAL



Elizabeth Spang
Notary Public

STATE OF COLORADO)
COUNTY OF _____)ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 20 _____, by _____, as _____.

My commission expires: _____.

SEAL

Notary Public

GRANTEE: TOWN OF PARKER

Mike Waid, Mayor

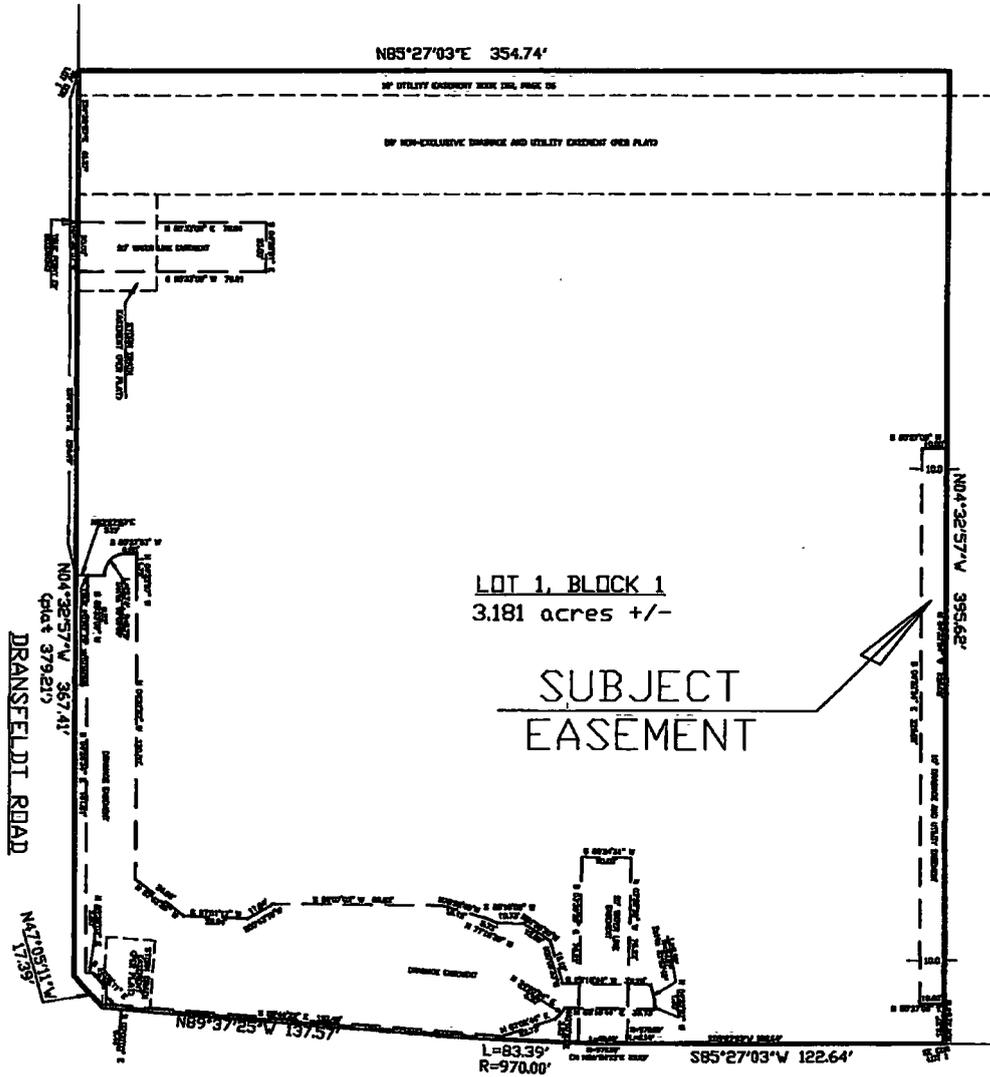
ATTEST:

Carol Baumgartner, Town Clerk



4901 E. DRY CREEK ROAD
 UNIT 208
 CENTENNIAL, COLORADO 80122

EXHIBIT A
 SHEET 1 of 2



PARKGLEN WAY

LEGAL
 LOT 1, BLOCK 1, PARKVIEW WEST SUBDIVISION,
 FILING NO.1, MINOR DEVELOPMENT PLAT, TOWN OF
 PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO.



SCALE: 1" = 60'



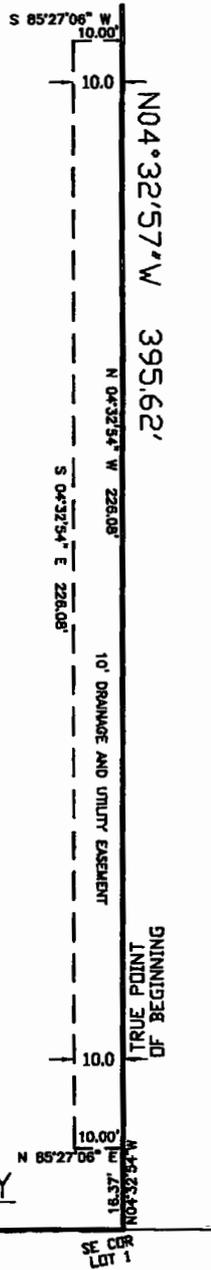
4901 E. DRY CREEK ROAD
 UNIT 208
 CENTENNIAL, COLORADO 80122

EXHIBIT A

SHEET 2 of 2

A 10' DRAINAGE AND UTILITY EASEMENT

LOT 1, BLOCK 1



PARKGLENN WAY

S85°27'03\"W 122.64'

SE COR
 LOT 1



4901 E. DRY CREEK ROAD
UNIT 208
CENTENNIAL, COLORADO 80122

CLIENT:	DRANSFIELD LLC
SURVEY:	313014
DATE:	01/06/2015
ADDRESS:	10140 PARKGLENN WAY

A 10' DRAINAGE AND UTILITY EASEMENT

LEGAL DESCRIPTION:

A 10' FOOT DRAINAGE AND UTILITY EASEMENT, LOCATED IN LOT 1, BLOCK 1, PARKGLENN WEST SUBDIVISION, FILING NO.1, MINOR DEVELOPMENT PLAT. LOCATED IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 6 SOUTH, OF THE 6th PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH EAST CORNER OF SAID LOT 1;
THENCE N04°32'54"W, ALONG THE EAST LINE OF SAID LOT 1,
A DISTANCE OF 16.37' FEET, TO A POINT SAID POINT BEING THE
TRUE POINT OF BEGINNING; THENCE CONTINUING N04°32'54"W,
ALONG SAID EAST LINE, A DISTANCE OF 226.08' FEET; THENCE
S85°27'06"W, A DISTANCE OF 10.00' FEET; THENCE S04°32'
54"E, ALONG A LINE PARALLEL WITH THE EAST LINE OF SAID
LOT 1, A DISTANCE OF 226.08' FEET; THENCE N85°27'08"E,
A DISTANCE OF 10.00' FEET, TO THE TRUE POINT OF BEGINNING.

Daniel J. Kalnes



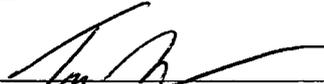


ITEM NO: 6I
DATE: 04/18/2016

REQUEST FOR TOWN COUNCIL ACTION

TITLE: RESOLUTION NO. 16-032 – A Resolution Accepting the Conveyance of a Sight Distance Easement from Dransfeldt Business Park, L.L.C., at the Western Access of Lot 1, Block 1, Parkglenn West Filing No. 3.

- | | |
|---|--|
| <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, Director of Engineering



G. Randolph Young, Town Administrator

ISSUE:

This item accompanies a resolution accepting conveyance of a sight distance easement from Dransfeldt Business Park, L.L.C. for a sight triangle associated with an entrance for Lot 1, Block 1, Parkglenn West Filing No. 3.

PRIOR ACTION:

N/A

FUNDING/BUDGET IMPACT:

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

BACKGROUND:

Sight triangles are delineations that help ensure motorist safety by providing drivers with obstruction-free sight lines to evaluate oncoming traffic prior to entering a roadway. The Town's Roadway criterion, in accordance with Federal guidance, requires that these areas are kept free from obstructions that could compromise this sight distance. The Town requires that sight distance easements be dedicated over sight triangles that are located on private property to preserve the Town's ability to keep the area free of obstructions should the property owner fail to do so.

The Public Works Department has reviewed and approved the construction drawings associated with an approved Site Plan for Lot 1, Block 1, Parkglenn West Filing No. 3. The sight triangle for the west entrance to the site – looking north down Dransfeldt Road - encroaches upon the site, requiring an easement to be dedicated. Since the improvements are being constructed as

part of a Site Plan process, and not a Plat, the easements need to be dedicated via separate instrument.

RECOMMENDATION:

Staff recommends that Town Council approve the resolution accepting the conveyance of a sight distance easement from Dransfeldt Business Park, L.L.C. to the Town of Parker.

PREPARED/REVIEWED BY:

Alex Mestdagh, Senior Development Review Engineer; Jim Maloney, Town Attorney

ATTACHMENTS:

1. Vicinity Map
2. Resolution
3. Sight Distance Easement Agreement (5 pages)(Exhibit to the resolution)

RECOMMENDED MOTION:

"I move to approve Resolution 16-032, as a part of the consent agenda."



Dransfeldt Business Park, L.L.C.
Sight Distance Easement Acceptance
Vicinity Map

RESOLUTION NO. 16-032, Series of 2016

TITLE: A RESOLUTION ACCEPTING THE CONVEYANCE OF A SIGHT DISTANCE EASEMENT FROM DRANSFELDT BUSINESS PARK, LLC, AT THE WESTERN ACCESS OF LOT 1, BLOCK 1, PARKGLENN WEST FILING NO. 3

WHEREAS, the Town Council of the Town of Parker desires to accept the grant of an easement for the purpose of maintaining intersection sight distance across the easement property from Dransfeldt Business Park, LLC, at the western access of Lot 1, Block 1, Parkglenn West Filing No. 3;

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

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

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

Section 1. The Town Council of the Town of Parker hereby accepts the conveyance of certain property interests for the purpose of maintaining intersection sight distance across the easement property from Dransfeldt Business Park, LLC, at the western access of Lot 1, Block 1, Parkglenn West Filing No. 3, as provided in the Sight Distance Easement Agreement attached as **Exhibit 1** and incorporated by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

RESOLVED AND PASSED this _____ day of _____, 2016.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

EXHIBIT 1

SIGHT DISTANCE EASEMENT AGREEMENT

THIS SIGHT DISTANCE EASEMENT AGREEMENT (the "Easement Agreement") is dated this _____ day of _____, 20____, by DRANSFELDT BUSINESS PARK, LLC having an address at 367 SANDY HOLLOW TRAIL, PARKER, CO 80116, ("Grantor") and the Town of Parker, Colorado ("Grantee") having an address of 20120 East Mainstreet, Parker, Colorado 80138.

1. **Grant of Easement.** In consideration of good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor hereby grants to the Town an easement on and through the property described in Exhibit A, which is attached hereto and incorporated by this reference (the "Easement Property"), for the purpose of maintaining intersection sight distance across the Easement Property from the adjacent roadway intersection as provided by the Town of Parker Roadway Design and Construction Criteria Manual, as amended, which adjacent roadway intersection is described in Exhibit B, which is attached hereto and incorporated by this reference (the "Sight Distance Area").

2. **Infringement and Correction.** The Grantee is hereby given and granted possession of the Easement Property, and the Grantor covenants and agrees that no solid structures, including but not limited to solid fences, utility boxes, or tree trunks, or landscaping, will be installed or permitted on the Easement Property which will in anyway interfere with or obstruct the Sight Distance Area. The Grantor further covenants and agrees that, in the event the terms of this paragraph are violated by the Grantor, or any person acting by, through or on behalf of the Grantor, such violation will be corrected and eliminated within ten (10) days of notice of such violation from the Grantee, after which the Grantee shall have the right to correct or eliminate such violation by removal of any obstruction to the Site Distance Area, provided, however, that in the event the Grantee, determines in the exercise of its sole discretion that an emergency exists, then in that event the Grantee may take immediate action to correct or eliminate the violation without notice, and in either event the Grantor shall promptly pay the actual costs thereof to the Grantor.

3. **Obligations of the Grantor.** The Grantor shall maintain the above-described easement in good condition and as described above at all times. Any corrective work performed by the Grantee on the property of the Grantor to the extent said corrective work is performed in accordance with this Agreement, shall be promptly paid by Grantor.

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

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

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

7. Miscellaneous.

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

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

Executed and delivered the day and year first above written.

GRANTOR:



DENISE BLODIG, MANAGER
DRANSFELDT BUSINESS PARK, LLC

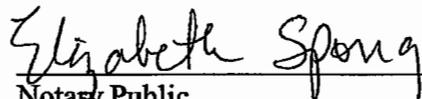
STATE OF COLORADO)
) ss.
COUNTY OF Douglas)

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 4th day of February, 2015, by Denise Blodig.

My commission expires: 6/30/2015

(S E A L)





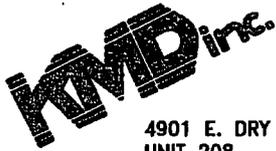
Notary Public

GRANTEE: TOWN OF PARKER

Mike Waid, Mayor

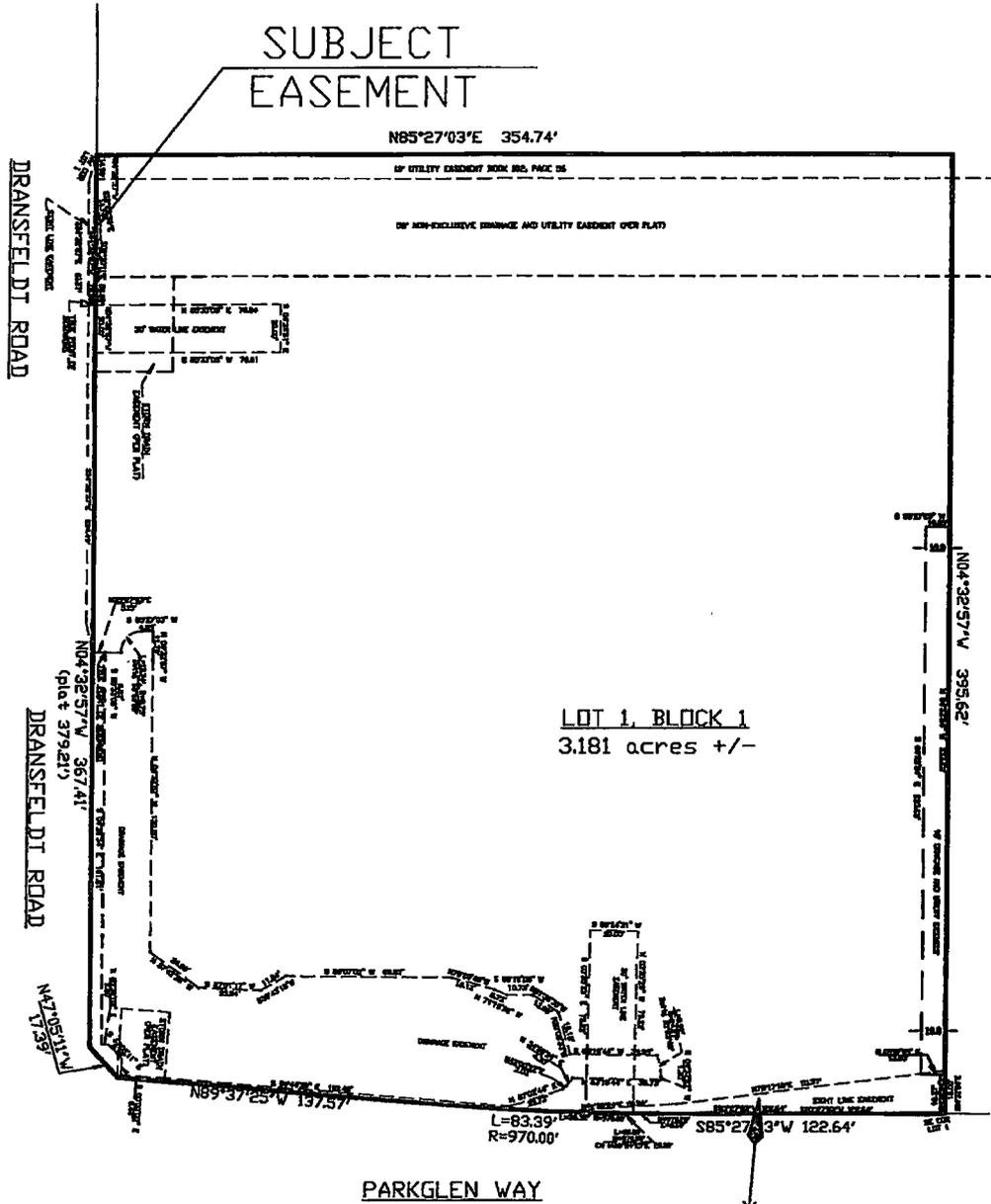
ATTEST:

Carol Baumgartner, Town Clerk



4901 E. DRY CREEK ROAD
 UNIT 208
 CENTENNIAL, COLORADO 80122

EXHIBIT A
 SHEET 1 of 2



LEGAL
 LOT 1, BLOCK 1, PARKVIEW WEST SUBDIVISION,
 FILING NO.1, MINOR DEVELOPMENT PLAT, TOWN OF
 PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO.

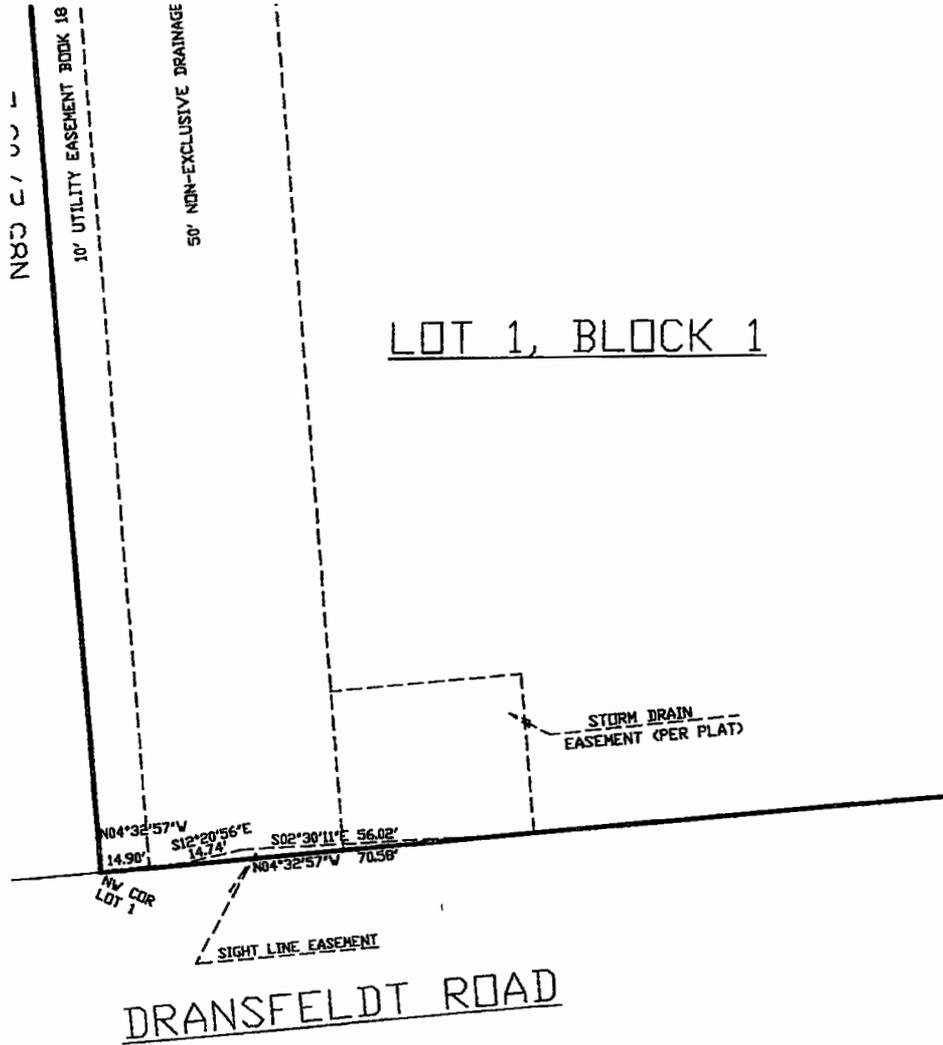


SCALE: 1" = 60'



4901 E. DRY CREEK ROAD
UNIT 208
CENTENNIAL, COLORADO 80122

EXHIBIT A
SHEET 2 of 2



SCALE: 1" = 30'



4901 E. DRY CREEK ROAD
UNIT 208
CENTENNIAL, COLORADO 80122

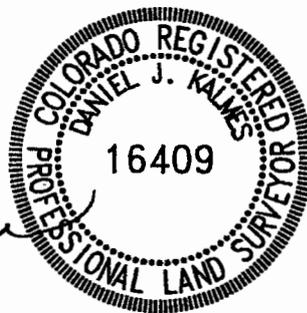
A SIGHT LINE EASEMENT

LEGAL DESCRIPTION:

A SIGHT LINE EASEMENT, LOCATED IN LOT 1, BLOCK 1, PARKGLENN WEST SUBDIVISION, FILING NO. 1, MINOR DEVELOPMENT PLAT, LOCATED IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 6 SOUTH, OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE $S04^{\circ}32'57''E$, ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 14.90' FEET, TO A POINT SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE $S12^{\circ}20'56''E$, A DISTANCE OF 14.74' FEET; THENCE $S02^{\circ}30'11''E$, A DISTANCE OF 56.02' FEET, TO A POINT ON THE WEST LINE OF SAID LOT 1; THENCE $04^{\circ}32'57''W$, ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 70.58' FEET, TO THE TRUE POINT OF BEGINNING.

Daniel J. Kalmes



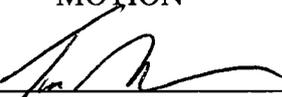


ITEM NO: 6J
DATE: 04/18/2016

REQUEST FOR TOWN COUNCIL ACTION

TITLE: RESOLUTION NO. 16-033 – A Resolution Accepting the Conveyance of a Sight Distance Easement from Dransfeldt Business Park, L.L.C., at the Southern Access of Lot 1, Block 1, Parkglenn West Filing No. 3.

- | | |
|---|--|
| <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, Director of Engineering



G. Randolph Young, Town Administrator

ISSUE:

This item accompanies a resolution accepting conveyance of a sight distance easement from Dransfeldt Business Park, L.L.C. for a sight triangle associated with an entrance for Lot 1, Block 1, Parkglenn West Filing No. 3.

PRIOR ACTION:

N/A

FUNDING/BUDGET IMPACT:

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

BACKGROUND:

Sight triangles are delineations that help ensure motorist safety by providing drivers with obstruction-free sight lines to evaluate oncoming traffic prior to entering a roadway. The Town's Roadway criterion, in accordance with Federal guidance, requires that these areas are kept free from obstructions that could compromise this sight distance. The Town requires that sight distance easements be dedicated over sight triangles that are located on private property to preserve the Town's ability to keep the area free of obstructions should the property owner fail to do so.

The Public Works Department has reviewed and approved the construction drawings associated with an approved Site Plan for Lot 1, Block 1, Parkglenn West Filing No. 3. The sight triangle for the south entrance to the site – looking east down Parkglenn Way - encroaches upon the site, requiring an easement to be dedicated. Since the improvements are being constructed as part of a Site Plan process, and not a Plat, the easements need to be dedicated via separate instrument.

RECOMMENDATION:

Staff recommends that Town Council approve the resolution accepting the conveyance of a sight distance easement from Dransfeldt Business Park, L.L.C. to the Town of Parker.

PREPARED/REVIEWED BY:

Alex Mestdagh, Senior Development Review Engineer; Jim Maloney, Town Attorney

ATTACHMENTS:

1. Vicinity Map
2. Resolution
3. Sight Distance Easement Agreement (5 pages)(Exhibit to the resolution)

RECOMMENDED MOTION:

"I move to approve Resolution 16-033, as a part of the consent agenda."



Dransfeldt Business Park, L.L.C.
Sight Distance Easement Acceptance
Vicinity Map

RESOLUTION NO. 16-033, Series of 2016

TITLE: A RESOLUTION ACCEPTING THE CONVEYANCE OF A SIGHT DISTANCE EASEMENT FROM DRANSFELDT BUSINESS PARK, LLC, AT THE SOUTHERN ACCESS OF LOT 1, BLOCK 1, PARKGLENN WEST FILING NO. 3

WHEREAS, the Town Council of the Town of Parker desires to accept the grant of an easement for the purpose of maintaining intersection sight distance across the easement property from Dransfeldt Business Park, LLC, at the southern access of Lot 1, Block 1, Parkglenn West Filing No. 3;

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

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

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

Section 1. The Town Council of the Town of Parker hereby accepts the conveyance of certain property interests for the purpose of maintaining intersection sight distance across the easement property from Dransfeldt Business Park, LLC, at the southern access of Lot 1, Block 1, Parkglenn West Filing No. 3, as provided in the Sight Distance Easement Agreement attached as **Exhibit 1** and incorporated by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

RESOLVED AND PASSED this ____ day of _____, 2016.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

EXHIBIT 1

SIGHT DISTANCE EASEMENT AGREEMENT

THIS SIGHT DISTANCE EASEMENT AGREEMENT (the "Easement Agreement") is dated this _____ day of _____, 20____, by DRANSFELDT BUSINESS PARK, LLC having an address at 367 SANDY HOLLOW TRAIL, PARKER, CO 80116, ("Grantor") and the Town of Parker, Colorado ("Grantee") having an address of 20120 East Mainstreet, Parker, Colorado 80138.

1. **Grant of Easement.** In consideration of good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor hereby grants to the Town an easement on and through the property described in Exhibit A, which is attached hereto and incorporated by this reference (the "Easement Property"), for the purpose of maintaining intersection sight distance across the Easement Property from the adjacent roadway intersection as provided by the Town of Parker Roadway Design and Construction Criteria Manual, as amended, which adjacent roadway intersection is described in Exhibit B, which is attached hereto and incorporated by this reference (the "Sight Distance Area").

2. **Infringement and Correction.** The Grantee is hereby given and granted possession of the Easement Property, and the Grantor covenants and agrees that no solid structures, including but not limited to solid fences, utility boxes, or tree trunks, or landscaping, will be installed or permitted on the Easement Property which will in anyway interfere with or obstruct the Sight Distance Area. The Grantor further covenants and agrees that, in the event the terms of this paragraph are violated by the Grantor, or any person acting by, through or on behalf of the Grantor, such violation will be corrected and eliminated within ten (10) days of notice of such violation from the Grantee, after which the Grantee shall have the right to correct or eliminate such violation by removal of any obstruction to the Site Distance Area, provided, however, that in the event the Grantee, determines in the exercise of its sole discretion that an emergency exists, then in that event the Grantee may take immediate action to correct or eliminate the violation without notice, and in either event the Grantor shall promptly pay the actual costs thereof to the Grantor.

3. **Obligations of the Grantor.** The Grantor shall maintain the above-described easement in good condition and as described above at all times. Any corrective work performed by the Grantee on the property of the Grantor to the extent said corrective work is performed in accordance with this Agreement, shall be promptly paid by Grantor.

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

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

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

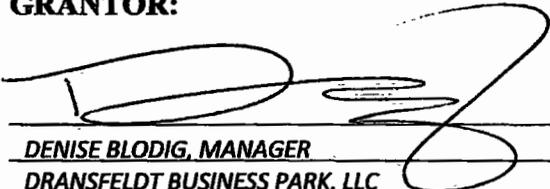
7. Miscellaneous.

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

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

Executed and delivered the day and year first above written.

GRANTOR:


DENISE BLODIG, MANAGER
DRANSFELDT BUSINESS PARK, LLC

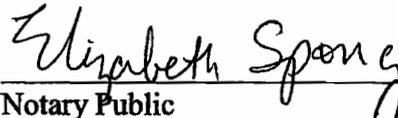
STATE OF COLORADO)
COUNTY OF Douglas) ss.

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 4th day of February, 2015, by Denise Blodig.

My commission expires: 6/30/2015

(S E A L)

ELIZABETH SPONG
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20114039474
MY COMMISSION EXPIRES JUNE 30, 2015


Notary Public

GRANTEE: TOWN OF PARKER

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk



4901 E. DRY CREEK ROAD
UNIT 208
CENTENNIAL, COLORADO 80122

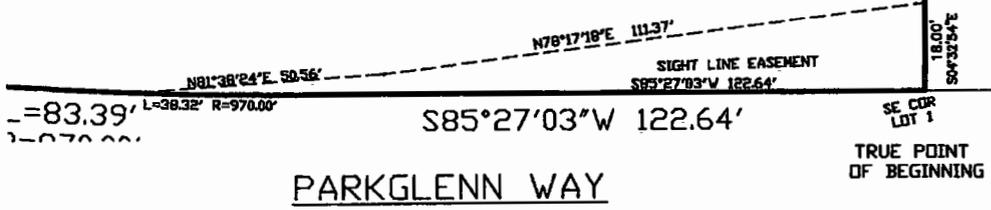
EXHIBIT A

SHEET 2 of 2

A SIGHT LINE EASEMENT

LOT 1, BLOCK 1
3.181 acres +/-

2/57°W 395.62'



PARKGLENN WAY



SCALE: 1" = 30'





4901 E. DRY CREEK ROAD
UNIT 208
CENTENNIAL, COLORADO 80122

CLIENT:	DRANSFIELD LLC
SURVEY:	313014
DATE:	01/06/2015
ADDRESS:	10140 PARKGLENN WAY

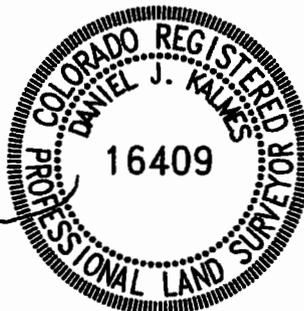
A SIGHT LINE EASEMENT

LEGAL DESCRIPTION:

A SIGHT LINE EASEMENT, LOCATED IN LOT 1, BLOCK 1, PARKGLENN WEST SUBDIVISION, FILING NO. 1, MINOR DEVELOPMENT PLAT, LOCATED IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 6 SOUTH, OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 1; SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE S85°27'03"W, ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 122.64' FEET; THENCE CONTINUING ALONG SAID SOUTH LINE, ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 970.00' AND AN INTERNAL ANGLE OF 2°15'48", AN ARC DISTANCE OF 38.32' FEET; THENCE N81°38'24"E, A DISTANCE OF 50.56' FEET; THENCE N78°17'18"E, A DISTANCE OF 111.37' FEET, TO A POINT ON THE EAST LINE OF SAID LOT 1; THENCE S04°32'54"E, ALONG SAID EAST LINE, A DISTANCE OF 18.00' FEET, TO THE TRUE POINT OF BEGINNING.

Daniel J. Kalmes





ITEM NO: 6K
DATE: 04/18/2016

REQUEST FOR TOWN COUNCIL ACTION

TITLE: RESOLUTION NO. 16-034 - A Resolution Accepting the Conveyance of Real Property from 2010-Cottonwood LLC for Cottonwood Drive at Jordan Road

- | | |
|---|--|
| <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, Director of Engineering

G. Randolph Young, Town Administrator

ISSUE:

Conveyance of right-of-way from 2010-Cottonwood LLC for Cottonwood Drive at Jordan Road.

PRIOR ACTION:

None.

FUNDING/BUDGET IMPACT:

None at this time. This is needed right-of-way for the future roadway widening of Cottonwood Drive.

BACKGROUND:

The Town Council approved the Cottonwood Highlands annexation agreement several years ago. This agreement required the dedication of a parcel of property at the southeast corner of Cottonwood Drive and Jordan Road following the first plat on the Cottonwood Highlands property. This parcel is for the right-of-way needed for the proposed widening of Cottonwood Drive east of Jordan Road. The "trigger" plat for this dedication occurred in 2015 and therefore the property owner has executed a special warranty deed for this conveyance. A resolution is needed to accept this conveyance.

RECOMMENDATION:

Approve the resolution.

PREPARED/REVIEWED BY:

Thomas Gill, Associate Project Manager
Chris Hudson, CIP & Construction Manager

ATTACHMENTS:

- 1) Vicinity Map (1 page)
- 2) Resolution (1 page)
- 3) Special Warranty Deed (Exhibit to the Resolution – 4 pages)

RECOMMENDED MOTION:

"I move to approve Resolution No. 16-034, as a part of the consent agenda."

Cottonwood Filing 8,
Tract I Vicinity Map



Cottonwood

Jordan Rd

Cottonwood Dr

Tract I

Prairie Meadows

Parkerhouse Rd

E-470



0 250 500 Feet

RESOLUTION NO. 16-034, Series of 2016

TITLE: A RESOLUTION ACCEPTING THE CONVEYANCE OF REAL PROPERTY FROM 2010-COTTONWOOD, LLC, FOR COTTONWOOD DRIVE AT JORDAN ROAD

WHEREAS, the Town Council of the Town of Parker desires to accept the conveyance of certain real property from 2010-Cottonwood, LLC, for Cottonwood Drive at Jordan Road;

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 from 2010-Cottonwood, LLC, for Cottonwood Drive at Jordan Road, as provided in the Special Warranty 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

EXHIBIT 1

SPECIAL WARRANTY DEED

2010-COTTONWOOD LLC, a Colorado limited liability company, Grantor, whose street address is 12460 1st Street, PO Box 247, Eastlake, Colorado 80614-0247, County of Adams, State of Colorado, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby sells and conveys to the TOWN OF PARKER, a Colorado home rule municipality, whose street address is 20120 East Mainstreet, Parker, Colorado 80138, County of Douglas, State of Colorado, and its successors and assigns forever, the real property described in Exhibit A, attached hereto and made a part hereof, in the County of Douglas, State of Colorado, together with improvements, if any, and with all its appurtenances, if any, and WARRANTS THE TITLE against all persons claiming under Grantor, subject to those matters listed in Exhibit B, attached hereto and made a part hereof.

Signed this 31st day of March, 2016.

GRANTOR: 2010-COTTONWOOD LLC

By: [Signature]
Title: Scott L Carlson Manager

STATE OF COLORADO)
)ss.
COUNTY OF Adams)

The foregoing instrument was acknowledged before me this 31st day of March, 2016, by Scott L Carlson, as Manager of 2010-Cottonwood, LLC.

My commission expires: 02/09/2020

[Signature]
Notary Public

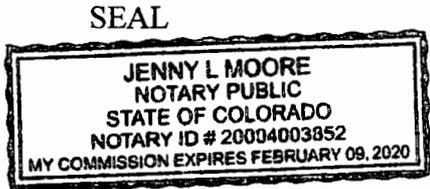


EXHIBIT A

Legal Description

Tract I, Cottonwood Filing No. 8, County of Douglas, State of Colorado

EXHIBIT B

Permitted Exceptions

1. Covenants, conditions, notes, easements and/or restrictions, which do not include a forfeiture or reverter clause, set forth on the recorded plat of Cottonwood Subdivision Filing No. 8.
2. Covenants, conditions and restrictions, which do not include a forfeiture or reverter clause, set forth in the instrument recorded January 4, 1984, in Book 503 at Page 611, and September 2, 1994, in Book 1216 at Page 1109, and all amendments or supplements thereto. Provisions regarding race, color, creed, and national origin, if any, are deleted.
3. The right of proprietor of a vein or lode to extract or remove his ore should the same be found to penetrate or intersect the premises thereby granted as reserved in United States patent recorded October 17, 1887, in Book P at Page 48; and any and all assignments thereof or interest therein.
4. Terms, agreements, provisions, conditions and obligations as contained in Cottonwood Planned Community Development Guide recorded November 14, 1980, in Book 398 at Page 380, and as amended by instrument recorded August 31, 1981, in Book 420 at Page 771, and October 10, 1982, in Book 454 at Page 94.
5. Inclusion of subject property in the Cottonwood Water and Sanitation District, as evidenced by instrument recorded September 5, 1980, in Book 393 at Page 404, and amended by instrument recorded January 28, 1994, in Book 1177 at Page 899.
6. An Avigation and Hazard Easement granted to Arapahoe County Airport by the instrument recorded August 14, 1981, in Book 418 at Page 436, upon the terms and conditions set forth in the instrument, over said subdivision.
7. Inclusion of subject property in the Cottonwood Metropolitan District as evidenced by instrument recorded November 12, 1981, in Book 426 at Page 998, and instrument recorded April 28, 1987, in Book 716 at Page 992.
8. The effect of rezoning (PD-Planning Development) Master Plan Amendment No. 2 recorded July 19, 1982, at Reception No. 288717.
9. Terms, conditions, provisions, agreements and obligations specified under the Subdividers Agreement by and between Douglas County and Cottonwood I Joint Venture recorded December 6, 1983, in Book 500 at Page 269.
10. The effect of a resolution of the Board of Douglas County Commissioners regarding the Arapahoe County Public Airport Authority's Land Use Development Guidelines as evidenced by instrument recorded April 28, 1982, in Book 440 at Page 204, and re-recorded February 8, 1983, in Book 465 at Page 324.

11. Terms, conditions, provisions, agreements and obligations specified under the Subdivision Agreement by and between Town of Parker and Cottonwood Water and Sanitation District and Jordan/Potomac LLC recorded August 31, 1994, in Book 1215 at Page 2365.
12. Ordinance No. 2.228, Series 2012, Regarding Annexation as Recorded December 3, 2012, at Reception No. 2012092056.
13. Easement as Granted to the Cottonwood Water and Sanitation District for a 30-foot Exclusive Water and Sewer Easement, as granted in instrument recorded October 4, 1993, at Reception No. 9346844.
14. Oil and Gas Lease as granted to Cenote' Resources as recorded March 17, 2011, at Reception No. 2011018445, Assignment of Oil and Gas Lease to Chesapeake Exploration LLC as recorded January 18, 2011, at Reception No. 2011004060, and any and all assignments or interests therein.
15. Any and all unpaid taxes, assessments and unredeemed tax sales.



PARKER
C O L O R A D O

ITEM NO: 6L
DATE: 04/18/2016

REQUEST FOR TOWN COUNCIL ACTION

TITLE: RESOLUTION NO. 16-035: A Resolution to Determine that the Chambers Highpoint Property Annexation Petition Substantially Complies with the Requirements of the Annexation Act of 1965 and to Set a Public Hearing for June 20, 2016

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

Rosemary Jitsema for

John Fussa, Community Development Director

G. Randolph Young

G. Randolph Young, Town Administrator

ISSUE:

The applicant, Compark 190 LLC, is proposing to annex and zone 44 acres currently located within Douglas County into the Town of Parker. The property is located at the southwest corner of Chambers Road and E-470. The property is currently vacant and undeveloped, but is within the Town's Urban Growth Area Boundary.

PRIOR ACTION:

None

FUNDING/BUDGET IMPACT:

None

BACKGROUND:

The property has sufficient contiguity with the Town's incorporated boundary to meet statutory annexation requirements. The 2035 Master Plan describes this area as E-470 Corridor which allows for a mixture of commercial, office, light industrial and multi-family residential uses.

Approval of the resolution will set a public hearing date for June 20, 2016 and initiate the state regulated public notice procedures. These procedures include publishing a public notice in the newspaper for five consecutive weeks and mailing registered public notices to the special districts 25 days prior to the public hearing.

On June 6, 2016, the ordinances for annexation and zoning will be on the Town Council consent agenda for first reading.

RECOMMENDATION:

Staff recommends that Town Council approve Resolution No. 16-035. The Planning Commission will make a recommendation to Town Council on June 9, 2016.

PREPARED/REVIEWED BY:

Patrick Mulready, Senior Planner; Steve Greer, Deputy Community Development Director; John Fussa, Community Development Director; James S. Maloney, Town Attorney

ATTACHMENTS:

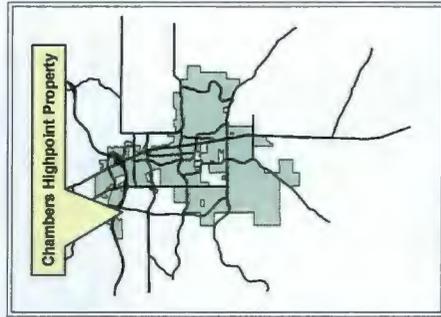
1. Vicinity Map
2. Resolution No. 16-035

RECOMMENDED MOTION:

"I move to approve Resolution No. 16-035, as a part of the consent agenda."

Annexation:

Resolution Setting Public Hearing Date before Town Council



Legend

-  Town Boundary
-  Site
-  Roads

Narrative:
Applicant seeks approval to annex 44.4 acres of land located at the SW corner of E-470 and Chambers Road, and zone this property PD -Planned Development.

Planner: Patrick Mulready
Hearing Schedules:
Town Council:
April 18, 2016



RESOLUTION NO. 16-035, Series of 2016

TITLE: A RESOLUTION TO DETERMINE THAT THE CHAMBERS HIGHPOINT PROPERTY ANNEXATION PETITION SUBSTANTIALLY COMPLIES WITH THE REQUIREMENTS OF THE ANNEXATION ACT OF 1965 AND TO SET A PUBLIC HEARING DATE FOR JUNE 20, 2016

WHEREAS, the Petitioner owns certain real property in Douglas County commonly known as the Chambers Highpoint property, which is described on attached **Exhibit A**.

WHEREAS, pursuant to C.R.S. § 31-12-107, this Town Council, sitting as the governing body of the Town of Parker, Colorado, hereby determines that the proposed annexation of the real property described in Exhibit A is in substantial compliance with C.R.S. § 31-12-107(1); and

WHEREAS, the Town Council of the Town of Parker, Colorado, has satisfied itself concerning the substantial compliance for the proposed annexation to and by the Town of Parker, Colorado.

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

Section 1. The proposed annexation of the real property described in Exhibit A substantially complies with C.R.S. § 31-12-107(1).

Section 2. A public hearing on said annexation will be conducted on June 20, 2016, at the Town of Parker Town Hall, which is located at 20120 East Mainstreet, Parker, Colorado, 80138, to determine if the proposed annexation complies with C.R.S. §§ 31-12-104 and 31-12-105 or such part thereof as may be required to establish eligibility under the terms of Title 31, Article 12, Part 1, as amended, known as the Municipal Annexation Act of 1965, and the Constitution of the State of Colorado, Article II, Section 30, as amended.

Section 3. Any person living within the area proposed to be annexed, any landowner of lands thereof, any resident of the municipality to which the area is proposed to be annexed, any municipality located within one mile of the proposed annexation, or the Board of County Commissioners of Douglas County, may appear at such hearing and present evidence upon any matter to be determined by the Town Council.

RESOLVED AND PASSED this ____ day of _____, 2016.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

EXHIBIT A

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 5, IN THE SOUTHEAST QUARTER OF SECTION 6, AND IN THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER OF SECTION 6, AND CONSIDERING THE SOUTH LINE OF SAID SOUTHEAST QUARTER TO BEAR SOUTH 87°49'36" WEST, WITH ALL BEARINGS CONTAINED HEREIN, RELATIVE THERETO; THENCE ALONG SAID SOUTH LINE, SOUTH 87°49'36" WEST, 733.88 FEET; THENCE CONTINUING ALONG SAID SOUTH LINE, SOUTH 87°49'36" WEST, 353.36 FEET, MORE OR LESS, TO THE CENTERLINE OF HAPPY CANYON CREEK; THENCE ALONG SAID CENTERLINE, THE FOLLOWING TWENTY ONE (21) COURSES:

- 1) NORTH 46°44'52"EAST, 59.45 FEET;
- 2) ALONG A CURVE TO THE LEFT HAVING A DELTA OF 47°17'03", A RADIUS OF 100.00 FEET AND AN ARC OF 82.53 FEET;
- 3) NORTH 00°32'10"WEST, 40.51 FEET;
- 4) ALONG A CURVE TO THE LEFT HAVING A DELTA OF 20°09'28", A RADIUS OF 100.00 FEET AND AN ARC OF 35.18 FEET;
- 5) NORTH 20°41'38"WEST, 39.38 FEET;
- 6) ALONG A CURVE TO THE LEFT HAVING A DELTA OF 43°29'20", A RADIUS OF 50.00 FEET AND AN ARC OF 37.95 FEET;
- 7) NORTH 64°10'58"WEST, 23.43 FEET;
- 8) ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 23°16'42", A RADIUS OF 50.00 FEET AND AN ARC OF 20.31 FEET;
- 9) NORTH 40°54'16"WEST, 251.99 FEET;
- 10) ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 94°27'12", A RADIUS OF 125.00 FEET AND AN ARC OF 206.07 FEET;
- 11) NORTH 53°32'56"EAST, 294.75 FEET;
- 12) ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 33°25'14", A RADIUS OF 200.00 FEET AND AN ARC OF 116.66 FEET;
- 13) NORTH 86°58'10"EAST, 308.08 FEET;
- 14) ALONG A CURVE TO THE LEFT HAVING A DELTA OF 09°27'04", A RADIUS OF 500.00 FEET AND AN ARC OF 82.48 FEET;
- 15) NORTH 77°31'06"EAST, 135.79 FEET;
- 16) ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 12°56'47", A RADIUS OF 200.00 FEET AND AN ARC OF 45.19 FEET;
- 17) SOUTH 89°32'06"EAST, 9.07 FEET;
- 18) ALONG A CURVE TO THE LEFT HAVING A DELTA OF 24°33'38", A RADIUS OF 200.00 FEET AND AN ARC OF 85.73 FEET;

- 19) NORTH 65°54'16"EAST, 75.57 FEET;
- 20) ALONG A CURVE TO THE LEFT HAVING A DELTA OF 43°58'01", A RADIUS OF 200.00 FEET AND AN ARC OF 153.47 FEET;
- 21) NORTH 21°56'15"EAST , 91.82 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF HIGHWAY E-470;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING NINE (9) COURSES:

- 1) ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A DELTA OF 01°35'22", A RADIUS OF 3005.03 FEET, AN ARC OF 83.36 FEET, AND A CHORD WHICH BEARS SOUTH 60°45'18" EAST, 83.36 FEET;
- 2) ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 02°12'42", A RADIUS OF 2918.21 FEET, AND AN ARC OF 112.65 FEET;
- 3) ALONG A CURVE TO THE RIGHT HAVING A DELTA OF 15°07'33", A RADIUS OF 1851.86 FEET, AND AN ARC OF 488.88 FEET;
- 4) SOUTH 42°41'51"EAST, 301.32 FEET;
- 5) ALONG A CURVE TO THE LEFT HAVING A DELTA OF 22°05'50", A RADIUS OF 677.41 FEET, AND AN ARC OF 261.26 FEET;
- 6) SOUTH 64°47'39"EAST, 41.05 FEET;
- 7) SOUTH 26°12'04"EAST, 155.34 FEET;
- 8) SOUTH 10°56'39"WEST, 70.79 FEET;
- 9) ALONG A CURVE TO THE LEFT HAVING A DELTA OF 02°52'51", A RADIUS OF 1969.86 FEET, AND AN ARC OF 99.04 FEET TO THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 5;

THENCE ALONG SAID SOUTH LINE, SOUTH 89°09'25" WEST, 2.72 FEET, MORE OR LESS, TO THE WEST RIGHT-OF-WAY LINE OF CHAMBERS ROAD, AS PLATTED IN STONEGATE FILING NO. 16; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE, SOUTH 10°56'08"WEST, 383.96 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, AND ALONG THE PROPOSED SOUTHERLY RIGHT-OF-WAY LINE OF A FUTURE FRONTAGE ROAD, THE FOLLOWING TWO (2) COURSES:

- 1) NORTH 79°03'15"WEST, 191.23 FEET;
- 2) ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A DELTA OF 32°59'23", A RADIUS OF 1251.04 FEET, AN ARC OF 720.32 FEET, AND A CHORD WHICH BEARS NORTH 62°32'28"WEST, 710.41 FEET TO THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 5;

THENCE ALONG SAID SOUTH LINE, SOUTH 89°09'25" WEST, 112.21 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, CONTAINING 44.35 ACRES, MORE OR LESS.

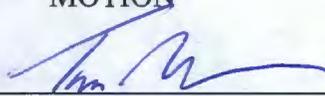


ITEM NO: 6M(1)
DATE: 04/18/2016

REQUEST FOR TOWN COUNCIL ACTION

TITLE: CONTRACTS ABOVE \$100,000 – 2016 Townwide Pavement Markings – Long Line Project (CIP 16-008)

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



Tom Williams, Engineering Director



G. Randolph Young, Town Administrator

ISSUE:

Award of a trade contractor agreement with Kolbe Striping for the 2016 Townwide Pavement Markings – Long Line Project (CIP 16-008)

PRIOR ACTION:

None.

FUNDING/BUDGET IMPACT:

Funding for this annual pavement marking contract has been appropriated in the Traffic Services general fund (101-4312). The Town needs to maintain our pavement markings through annual maintenance.

BACKGROUND:

The Town publically opened competitive bids on March 31, 2016 for the 2016 Townwide Pavement Markings – Long Line Project (CIP 16-008). This project will complete a spring and a fall run of “long line” epoxy paint pavement markings. The Town’s long line pavement markings inventory includes but not limited to several different configurations including double yellow center lines, white channelization lines, white lane lanes and white edge lines. These pavement markings take annual maintenance to maintain their quality and retro-reflectivity due to tire damage plus environmental damage (sun and weather). The Town anticipates that approximately 1,700 gallons of epoxy paint will be needed in 2016 for this preventative maintenance. The Town chooses to use epoxy paint versus standard alkyd paint due to the increased durability of the epoxy paint.

The Town received bids from four (4) contractors with Kolbe Striping, Inc. being the lowest responsible bidder. Kolbe has completed several annual pavement marking contracts for the Town of Parker with good results including the 2015 long line pavement marking contract.

Therefore Town staff recommends moving forward with the award of this contract. The bids that were received were as follows:

- | | |
|-----------------------|--------------|
| 1) Kolbe Striping | \$112,125.00 |
| 2) Colorado Barricade | \$117,957.50 |
| 3) Roadsafe | \$130,786.00 |
| 4) Innovative Marking | \$177,649.00 |
| Engineer's Estimate | \$120,000.00 |

RECOMMENDATION:

Award the contract with Kolbe Striping, Inc. for the 2016 Townwide Pavement Markings – Long Line Project (CIP 16-008) in the amount of \$112,125.

PREPARED/REVIEWED BY:

Chris Hudson, CIP & Construction Manager
David Aden, Traffic Engineer

ATTACHMENTS:

None.

RECOMMENDED MOTION:

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

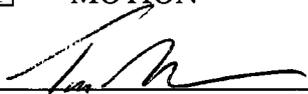


ITEM NO: 6M(2)
DATE: 04/18/2016

REQUEST FOR TOWN COUNCIL ACTION

TITLE: CONTRACTS ABOVE \$100,000 – Stroh Soccer Park – Parking Lot Expansion (CIP 16-010)

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



Tom Williams, Director of Engineering



G. Randolph Young, Town Administrator

ISSUE:

Award of a trade contractor agreement with Noraa Concrete Construction Corporation for the Stroh Soccer Park – Parking Lot Expansion (CIP 16-010) project.

PRIOR ACTION:

None.

FUNDING/BUDGET IMPACT:

Funding for this project's construction has been appropriated in the Parks, Recreation & Open Space fund (203-4520) and more precisely in the Stroh Ranch Parking Lot Improvement Account (203-4520-7779). The lowest responsible bid was higher than the available budget in the account and therefore, the overage is planned to be encumbered from the 2016 Parks, Recreation, and Open Space Contingency Account (203-4520-7800). This overage/coverage will be addressed in a mid-year supplemental request to Town Council in June.

BACKGROUND:

The Town publically opened competitive bids on March 30, 2016, for the Stroh Soccer Park – Parking Lot Expansion (CIP 16-010) project. This project was originated and deemed necessary to address the shortage of parking space at the Stroh Soccer Park. By completing this work, forty four (44) additional parking spaces will be added to the west side of the soccer fields.

Town received bids from three (3) contractors, with Noraa Concrete Construction Corporation being the lowest responsible bidder. Even though the lowest responsible bidder was higher than the available budget, Town staff recommends moving forward with the contract award because if it is not awarded, it will be impossible to hit a tight summer construction window allowed at Stroh Soccer Park due to planned activities and events. This time constraint most likely contributed to the unanticipated higher bids. If Town Council does not approve the supplemental

budget, the construction contract will be terminated. The Town has worked with Noraa in the past with good results.

The bids were as follows:

1) Noraa Concrete Construction Corporation	\$494,494.00
2) Rocky Mountain Excavating	\$503,205.57
3) KECI Colorado	\$512,824.00
Engineer's Estimate	\$390,987.10

RECOMMENDATION:

Award the contract with Noraa Concrete Construction Corporation for the Stroh Soccer Park – Parking Lot Expansion (CIP 16-010) project in the amount of \$494,494.

PREPARED/REVIEWED BY:

Thomas Gill, Associate Project Manager
Chris Hudson, CIP & Construction Manager

ATTACHMENTS:

None

RECOMMENDED MOTION:

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

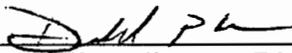


ITEM NO: 6M(3)
DATE: 04/18/2016

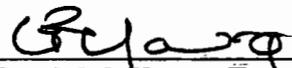
REQUEST FOR TOWN COUNCIL ACTION

TITLE: Equipment Upfitting for Vehicles

- | | |
|--|--|
| <input type="checkbox"/> PUBLIC HEARING | <input type="checkbox"/> ORDINANCE FOR 1 st READING |
| <input checked="" type="checkbox"/> CONTRACT | <input type="checkbox"/> ORDINANCE FOR 2 nd READING |
| <input type="checkbox"/> MOTION | <input type="checkbox"/> RESOLUTION |



Don Warn, Finance Director



G. Randolph Young, Town Administrator

ISSUE: The Fleet Division has requested that they be permitted to purchase equipment upfitting for new vehicles within the Town of Parker Fleet. A number of vehicles are being purchased for the use of the Town's Police Department and will be outfitted with appropriate equipment for Public Safety. Other vehicles will be upfitted with light bars, etc. for use by Public Works, Streets, Parks, and Building.

PRIOR ACTION: None.

FUNDING/BUDGET IMPACT: Funding for this item was approved as part of the 2016 budget.

BACKGROUND: Parker's Financial and Budget Policy includes provisions for the Town to acquire goods and services without competition using contracts based on competitive solicitations received by other government agencies. On March 27, 2014, Arapahoe County issued a Request for Proposal (RFP-14-18) for Emergency Equipment and Lighting for Arapahoe County Vehicles. They subsequently awarded to Lighting, Accessory & Warning Systems (LAWS) based on evaluation criteria, defined specifications and timelines, and required minimum service requirements. LAWS was awarded a one year contract with the option to renew for three additional one-year terms. This contract will expire on June 30, 2018.

RECOMMENDATIONS: Approve the purchase of equipment upfitting for Town of Parker vehicles from LAWS at a cost of \$187,017.60.

PREPARED/REVIEWED BY: Traci Gorman, Purchasing Agent.

ATTACHMENTS: None.

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



ITEM NO: 6M (4)
DATE: 04/18/2016

REQUEST FOR TOWN COUNCIL ACTION

TITLE: CONTRACTS ABOVE \$100,000 - East Mainstreet Site Development – Phase 2 (CIP 15-0014) – North Mainstreet Streetscape

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



Tom Williams, Director of Engineering



G. Randolph Young, Town Administrator

ISSUE:

Streetscaping improvements previously contemplated with the Park/Plaza project on the East Mainstreet property are proposed to be added to the infrastructure work to better accommodate the overall project schedule.

PRIOR ACTION:

On July 20, 2015, Town Council approved the construction contract with Fransen Pittman for the East Mainstreet Development Project, Phase 2 (CIP 15-0014).

FUNDING/BUDGET IMPACT:

The funding for these improvements was included in the approved project budget.

BACKGROUND:

Town Council awarded the construction contract for the East Mainstreet Site Development - Phase 2 on July 20, 2015. The scope of this contract includes the roadway, utility, and streetscape infrastructure surrounding the East Mainstreet Development site. The streetscaping improvements on the north side of Mainstreet were removed from this scope during the design phase, as the anticipated project schedules dictated that these improvements be constructed with the Park/Plaza project. This was due to potential conflicts with the adjacent Douglas County Library's site and building construction.

As the schedules of these projects have advanced, it has been determined that this streetscaping work can be completed with the Phase 2 construction without conflicting with the Library project. Matching streetscape improvements on the south side of Mainstreet are included in the Phase 2 scope, so it is appropriate to complete this work concurrently if possible.

This work was originally contemplated to be completed with this project and was budgeted accordingly, so this addition can be accommodated within the current project appropriations. The addition of this work will not prevent the Phase 2 project from being completed prior to the Library's scheduled opening.

RECOMMENDATION:

Staff recommends that Town Council approve the contract modification to the East Mainstreet Site Development – Phase 2 (CIP 15-0014) for the North Mainstreet Streetscape with Fransen Pittman for \$339,511.66

PREPARED/REVIEWED BY:

Alex Mestdagh, Senior Development Review Engineer

ATTACHMENTS:

None

RECOMMENDED MOTION:

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



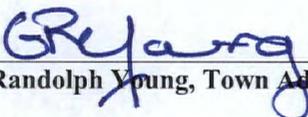
ITEM NO: 6M (5)
DATE: 04/18/2016

REQUEST FOR TOWN COUNCIL ACTION

TITLE: CONTRACTS ABOVE \$100,000 – Construction Manager/General Contractor (CM/GC) Contract with Fransen Pittman General Contractors for The Plaza on Main Project

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


Tom Williams, PE, Director of Engineering


G. Randolph Young, Town Administrator

ISSUE:

This agenda item is for approval of a contract with Fransen Pittman for construction management/general contractor services for The Plaza on Main Project.

PRIOR ACTION:

Town Council previously authorized staff to contract with Fransen Pittman using the single source selection method and Construction Management/General Contractor (CM/GC) project delivery method per Resolution No. 15-032 on July 6, 2015 (see attached).

FUNDING/BUDGET IMPACT:

Funding for this agreement has been appropriated.

BACKGROUND:

On July 6, 2015, Town Council authorized staff to contract with Fransen Pittman (FP) for preconstruction and construction management services regarding The Plaza on Main project formerly called the East Mainstreet Park/Plaza project. Shortly after, the Town entered into separate agreements with FP for preconstruction services. During design, FP provided construction budgets and constructability advice, and recently they submitted a final Guaranteed Maximum Price (GMP) proposal as is required of the contract. The results of the final GMP proposal are as follows:

- | | |
|--|-------------------|
| 1) Guaranteed Maximum Price (if no scope changes) | \$7,200,000 |
| 2) Owner’s Contingency (hold outside the contract) | \$200,000 |
| 3) Total Authorization Amount | \$7,400,000 |
| 4) Construction Start Date | April 19, 2016 |
| 5) Final Completion Date (if no scope changes or weather delays) | November 30, 2016 |

The project generally consists of a 1.4 acre public park and plaza next to the new Douglas County Library and across the street from the PACE Center at the corner of East Mainstreet and North Pine Drive. The project more specifically consists of a landscaped public plaza and park area, a 350 foot-long ice skating ribbon, a water fountain/spray garden, an outdoor band shell and three support buildings including mechanical, rental/concessions and public restrooms.

The owner's contingency itemized above is held outside the contract and is utilized as necessary via change order for unforeseen conditions and scope changes/additions outside the contract. This is a Cost + Fee type procurement and 100% of all project savings (unspent funds) revert back to the Town at project completion.

RECOMMENDATION:

Award the contract with Fransen Pittman in the amount of \$7,200,000 plus an owner's contingency of \$200,000 for a total authorization amount of \$7,400,000.

PREPARED/REVIEWED BY:

- 1) Chris Hudson, CIP and Construction Manager
- 2) Bob Exstrom, Project Manager
- 3) Jim Maloney, Town Attorney

ATTACHMENTS:

Resolution No. 15-032 date July 6, 2015

RECOMMENDED MOTION:

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

RESOLUTION NO. 15-032, Series of 2015

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 EAST MAINSTREET PARK/PLAZA 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 and using the procurement method known as the "Construction Management/General Contractor with a Cost of Work plus Fee with a Guaranteed Maximum Price" for the construction of the East Mainstreet Park/Plaza project; and

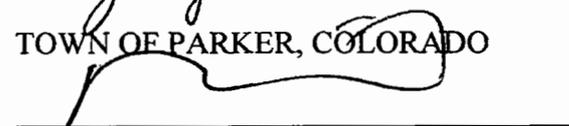
WHEREAS, the Town Council of the Town of Parker believes that the public interest will be best served by negotiating a contract with a single contractor and using the procurement method known as the "Construction Management/General Contractor with a Cost of Work plus Fee with a Guaranteed Maximum Price" for the construction of the East Mainstreet Park/Plaza 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, and using the procurement method known as the "Construction Management/General Contractor with a Cost of Work plus Fee with a Guaranteed Maximum Price" for the construction of the East Mainstreet Park/Plaza project.

RESOLVED AND PASSED this 10th day of July, 2015.

TOWN OF PARKER, COLORADO


Mike Waid, Mayor

ATTEST:


Carol Baumgartner, Town Clerk

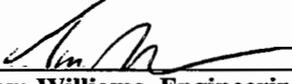


ITEM NO: 6M (6)
DATE: 04/18/2016

REQUEST FOR TOWN COUNCIL ACTION

TITLE: CONTRACTS ABOVE \$100,000 – Professional Services Agreement with Stanley Consultants for The Plaza on Main Project

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



Tom Williams, Engineering Director



G. Randolph Young, Town Administrator

ISSUE:

This agenda item is for approval of a professional services agreement with Stanley Consultants for construction management, inspection and material testing services for The Plaza on Main Project.

PRIOR ACTION:

None.

FUNDING/BUDGET IMPACT:

Funding for this agreement has been appropriated.

BACKGROUND:

The Town is anticipating construction of a new 1.4 acre public park and plaza next to the new Douglas County Library and across the street from the PACE Center at the corner of East Mainstreet and North Pine Drive beginning May 2016. The project consists of a landscaped public plaza and park area, a 350 foot-long ice skating ribbon, a water fountain/spray garden, an outdoor band shell and three support buildings including mechanical, rental/concessions and public restrooms. The Town requires professional services related to the project for construction management, inspection and material testing. Stanley Consultants (formerly Hartwig & Associates) provided similar services on the Public Works Operations Center and Recreation Center Expansion projects.

RECOMMENDATION:

Award the contract with Stanley Consultants in the amount of \$135,914 (includes a 10% contingency held by the Town for potential scope changes).

PREPARED/REVIEWED BY:

- 1) Chris Hudson, CIP and Construction Manager

2) Bob Exstrom, Project Manager

ATTACHMENTS:

None

RECOMMENDED MOTION:

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



TOWN ADMINISTRATOR'S REPORT

April 2016



Town of Parker
20120 E. Mainstreet
Parker, CO 80138

Tel: 303.841.0353
Fax: 303.805.3153
townadministrator@parkeronline.org



COMMUNICATIONS

Project Updates

Individual Projects

- The development of a Visitor’s Campaign designed to attract out-of-town visitors to key Town events and activities throughout all seasons is underway. A media plan is also under development and will be implemented in conjunction with the Visitor’s Campaign.
- The Communications Department is working on marketing plans to expand our social media presence and also to increase staff use of the Employee Intranet.
- The Parks and Recreation marketing staff did a Facebook boost post for the upcoming Arbor Day 5 Mile Run/Walk. The post reached 12,887 people; got 50 post likes; 9 comments; and 16

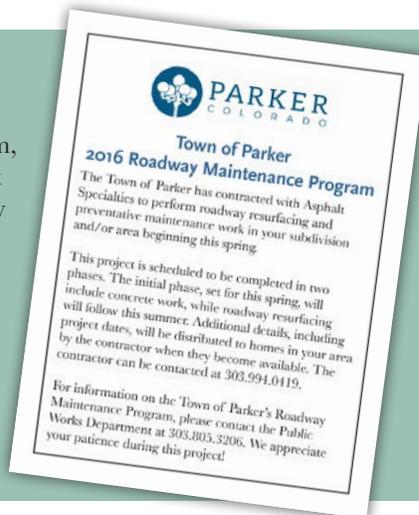
post shares. Forty-three people followed the link to the Parks and Recreation website and the Parks and Recreation Facebook page got 17 new likes as a result.

- 2016 Town event planning is in full swing. Sponsorship for the events has been very successful with \$17,500 secured in written commitments and another \$14,500 in verbal commitments; we are well on target of achieving our \$35,000 sponsorship revenue goal.
- Staff has been working to update the look and feel of the Mayor’s Holiday Lighting and will be presenting the new event concept at the May 9 Council Study Session.

Roadway Maintenance Outreach

Communication Department staff, with the assistance of the Town’s Customer Service team, has mailed out a number of postcards in recent weeks to area residents who will be impacted by upcoming roadway projects.

In all, nearly 2,400 households were notified of roadway resurfacing and maintenance work that will be performed throughout Town this spring and summer.



Town Website Statistics

56,381
March Page Views

50,275
Total Visits

Top Pages

- Employment: 5,930 hits
- TRAKiT: 3,113 hits
- Departments: 1,432 hits
- Current Development: 1,274 hits
- Building Division: 886 hits

Parks & Recreation Website Statistics

141,711
February Page Views

27,663
Total Visits

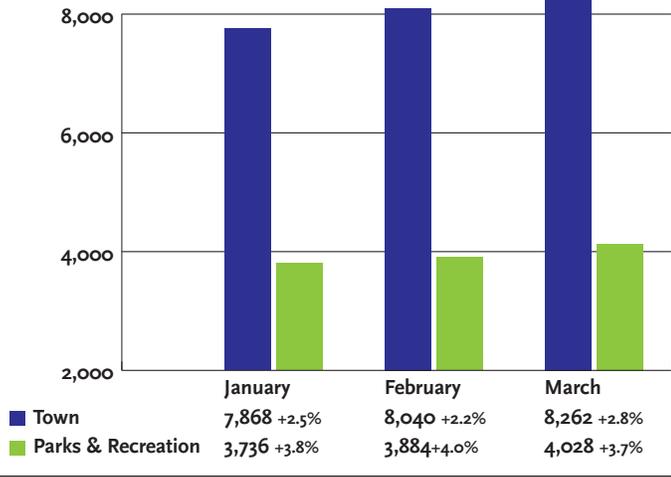
Top Pages

- Recreation Center: 12,412 hits
- Sports: 9,691 hits
- Group Fitness Classes: 5,972 hits
- Aquatics: 5,736 hits
- Parker Fieldhouse: 5,280 hits

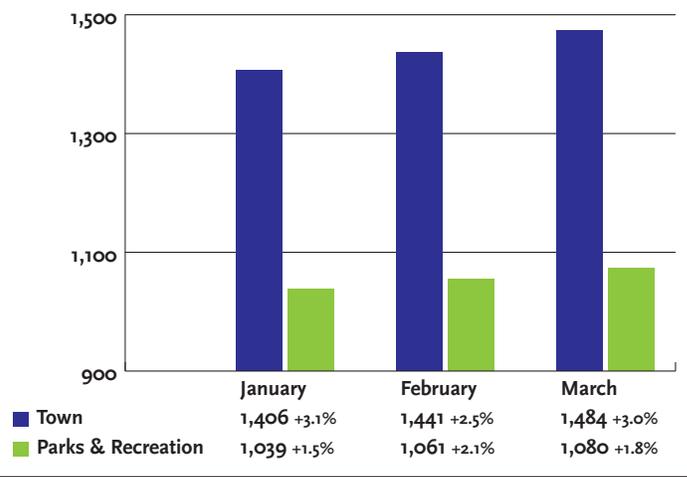
COMMUNICATIONS - CONT'D

Social Media Corner

Facebook Followers - Monthly Comparison



Twitter Followers - Monthly Comparison



Parker Parks and Recreation
Published by Jaime Stevens Vollersten [?] · March 25 at 11:48am ·

Have you hugged a tree lately? You better be-leaf that the Arbor Day 5 Mile Run/Walk with Sports Authority on Saturday, April 30 at Salisbury Park in Parker will be tree-mendous! It's a professionally timed event and all registrants receive a finisher's medal, giveaways and a delicious post-race all-you-care-to-eat pancake breakfast. For more info or to register, visit www.ParkerRec.com/ArborDay5Mile.

Use the code "SPRINGBREAK" by March 28 to get \$5 off your registration!

13,857 people reached

Town of Parker, Colorado shared Parker Police Department's photo
Published by Andy Anderson [?] · Yesterday at 10:16am ·

Parker has once again been rated as one of the safest cities in Colorado!

Parker Police Department
Yesterday at 9:55am ·

Parker is one of the Ten Safest cities in Colorado

Town of Parker, Colorado has been rated as the ninth safest city in Colorado according to Backgroundchecks.or...

See More

7,055 people reached

253 likes

Town of Parker, Colorado
Published by Andy Anderson [?] · March 22 at 2:52pm ·

The Regional Transportation District (RTD) is bringing all-day bus service to the Town of Parker with the new Route 483 beginning April 25! Route 483 will replace the Routes 410 and 153 through the Town and provide expanded weekday service connecting Parker to the Lincoln Light Rail Station and the Nine Mile Light Rail Station. The new route will connect to the AT SkyRide route at Nine Mile, providing improved transit access to Denver International Airport.

RTD Bus Service Changes Coming to Parker

6,297 people reached

Town of Parker, Colorado
Published by Andy Anderson [?] · March 21 at 11:04am ·

With the Chambers Road widening project set to begin in the coming days, we have some updated information to share. Normal construction hours will be 7 a.m. to 7 p.m., Monday through Friday, and 8 a.m. to 5 p.m. on Saturdays (if necessary). No construction will take place on Sundays. During the project, two-way traffic will be maintained, with temporary closures of a short duration taking place for specific tasks. Construction is anticipated to be completed in late fall 2016, with median landscaping to follow in 2017 (pending funding allocation). More information and project updates can be found online at www.ParkerOnline.org/ChambersWideningProject.

4,025 people reached

Town of Parker, Colorado
Published by Andy Anderson [?] · March 16 at 3:36pm ·

We know our residents are very health-conscious, and here's some proof to back it up! A recent study, the County Health Rankings report published annually by the Robert Wood Johnson Foundation, ranked Douglas County as the healthiest county in Colorado. The report looks at such factors as obesity, childhood poverty and rates of premature death, among many others. Douglas County has been rated tops in the state three of the past six years.

County Health Rankings - Colorado 2016

6,278 people reached

Town of Parker
[@townofparkerco](https://twitter.com/townofparkerco)

Parker Teen Court to host Mock Trial & Open House on March 16 from 5:30 to 7 p.m.: parkeronline.org/CivicAlerts.as...

RETWEETS 2 LIKE 1

1,056 impressions



COMMUNITY DEVELOPMENT

Major Administrative Approvals - March 2016

Jack in the Box	11179 Pikes Peak Drive
Proposal: Site Plan amendment to modify the existing light fixtures to LED at the existing location on Pikes Peak Drive and Clubhouse Drive.	
TRAKiT ID: SP15-0043	Approval Date: March 18
Stroh Ranch Soccer Park	18775 Stroh Road
Proposal: Site Plan amendment to add additional parking to the existing soccer park on Stroh Road east of Motsenbocker Road.	
TRAKiT ID: SP16-005	Approval Date: March 7
Verizon CMRS	11400 Canterbury Parkway
Proposal: Use by Special Review to upgrade the existing co-located cellular facility located on the Xcel powerlines adjacent to Canterbury Parkway near the Mesa Grand Golf Course.	
TRAKiT ID: SP16-006	Approval Date: March 21

Building Division Statistics - March 2016

Single-Family Permits: 6
(46 total in 2016)
\$2,314,971 valuation
(\$17,480,252 total in 2016)

Other Permits: 155
(407 total in 2016)
\$868,130 valuation (\$2,071,048 total in 2016)

Multi-Family Permits: 0
(0 total for 0 units in 2016)
\$0 valuation (\$0 total in 2016)

Total Permits: 212
(634 total in 2016)
\$5,623,201 valuation
(\$34,582,313 total in 2016)

Commercial Permits (New): 0
(15 total in 2016)
\$0 valuation (\$9,532,257 total in 2016)

Inspections: 2,308
(6,302 total in 2016)

2016 Total Valuation: \$34,582,313

Commercial Permits (Remodel): 51
(166 total in 2016)
\$2,440,100 valuation (\$5,498,757 total in 2016)

Comprehensive Planning

Downtown Parking Study and Plan

Even though the town has a relatively large quantity of parking downtown, one of the consistent concerns that residents shared during the Mainstreet Master Plan outreach in 2014 was a lack of parking downtown. The Town released a Request for Proposals (RFP) to hire a professional parking consultant to assist in analyzing and fully understanding the dynamics of parking in the downtown and develop a clear and concise vision and plan with implementation recommendations based on the parking analysis. The study will include short term parking management recommendations to maximize the existing parking supply, event parking management recommendations and long term parking recommendations. Building public parking is an investment; this study will help inform the Town regarding when additional public parking is necessary, where it should be located and how many parking spaces are needed. This study will be completed by early fall 2016.

Parker Road Corridor Plan

The Town has hired Logan Simpson as the consultant on the Parker Road Corridor Plan which is the next major comprehensive planning project. Logan Simpson is a planning and design firm with significant experience in developing plans for similar highway corridors throughout Colorado. The consultant has partnered with the following firms to create a well-rounded project team: Felsburg Holt & Ullevig for transportation engineering, Arland Land Use Economics and Urban Interactive Studios specializing in public outreach. The Town looks forward to working with the consultant team, CDOT, the public and businesses to establish a long-term corridor vision for the central areas of the Town that are served by Parker Road. The resulting Plan will provide a comprehensive and integrated approach to land use, transportation, multi-modal access, redevelopment and urban design for the entire length of the Parker Road corridor. Public outreach will begin this summer.

Pine Curve Rezoning

The next public open house regarding the Pine Curve rezoning is scheduled for April 19 at the PACE Center. Public Hearings for this project are currently planned before Planning Commission on May 26 and Town Council on June 6. Public notice setting the Public Hearings for this project will be this month, including signs being posted on the site. More information on this project is on our website at www.ParkerOnline.org/PineCurve.

COMMUNITY DEVELOPMENT - CONT'D

Development Review - Project Updates

Major Active Development Projects

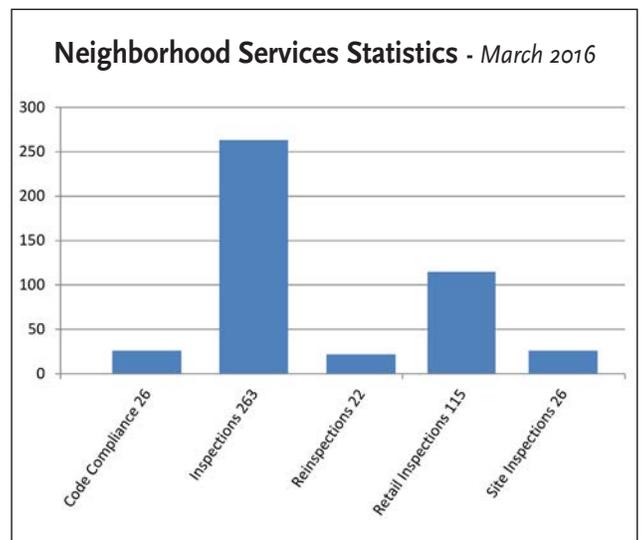
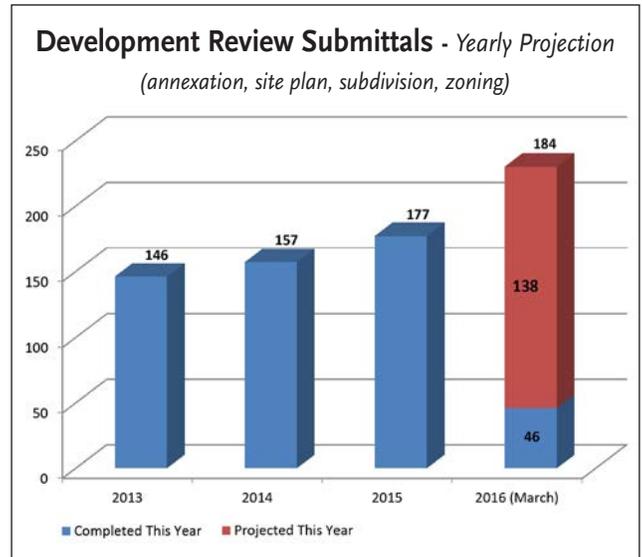
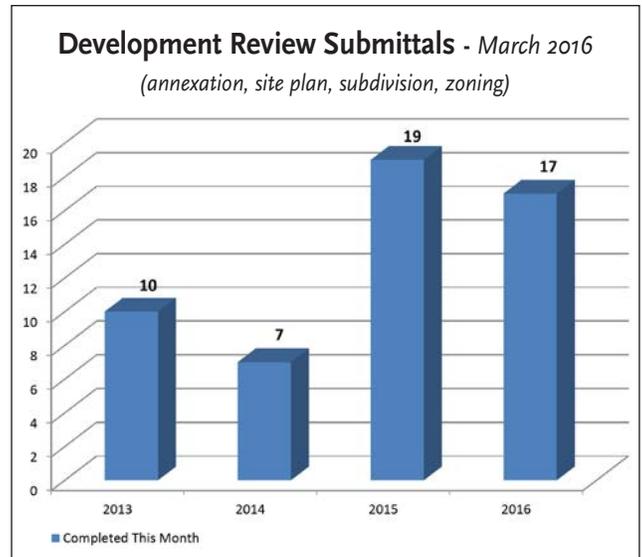
- Automotive Service and Sales Facility Phase II – Parker Auto Plaza
- Compark Village South – New Residential
- Dransfeldt Place Ministorage – Use by Special Review
- Hilltop Mixed Use – Use by Special Review (**New Project**)
- Meadowlark Annexation – New Residential
- Newlin Crossing Annexation – New Residential/Commercial
- Park 64 – New Multi Family
- Parker Keystone Commercial – Site Plan/Replat (**New Project**)
- Pawnee-Daniels Park 345kV Transmission Line
- Performing Arts Charter School – Compark
- Pine Curve Property - Rezoning
- Reata North Filing 12 – New Residential
- Stroh Crossing – New Residential
- Watermark Multi Family – Site Plan (**New Project**)

Major Projects Under Construction

- Assisted Living Facility – Crown Point
- Automotive Service and Sales Phase I – Parker Auto Plaza
- Boondock's Food & Fun Center – Crown Point
- CVS Pharmacy – Stonegate
- Douglas County Library - Mainstreet
- Enclave at Cherry Creek Multi-Family
- Express Wash – Crown Point
- Gander Mountain – Crown Point
- Mini U Storage - Dransfeldt
- Parker Flats Multi-Family
- Rehab Center - Compark
- Your Storage Center – Polo Business Park

Project Focus: Watermark at Twenty Mile

Currently under review east of Twenty Mile Road and south of Sulphur Gulch is a 294 multi-family residential development in sixteen buildings, a pool house building, garage and surface parking. The proposed structures will mainly consist of 3-story buildings designed to have internal garage access and limited commercial adjacent to Twenty Mile Road. Final approval should occur this summer with construction beginning in the spring of 2017.





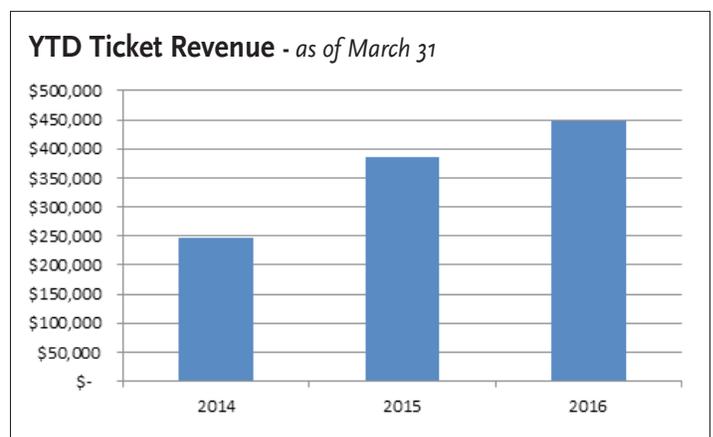
CULTURAL DEPARTMENT

March Box Office Highlights

- In March, both our Comedy & Cocktails show with Headliner Sam Tallent and Super Diamond, The Neil Diamond Tribute were sell-out performances.
- Tickets for Lee Ann Womack (May 26) and this summer's musical production, Grease (opening July 15), both went on sale to the general public in March and grossed nearly \$10,000 combined in new ticket sales within the first 48 hours!

Operations Update

- The Cultural Department welcomed Laura Nell Borden as the new Food and Beverage Assistant Coordinator! Laura Nell has been with Parker Arts since November as a member of the Box Office staff. She has jumped right in and is getting familiar with current systems and looking for ways to streamline and improve processes!



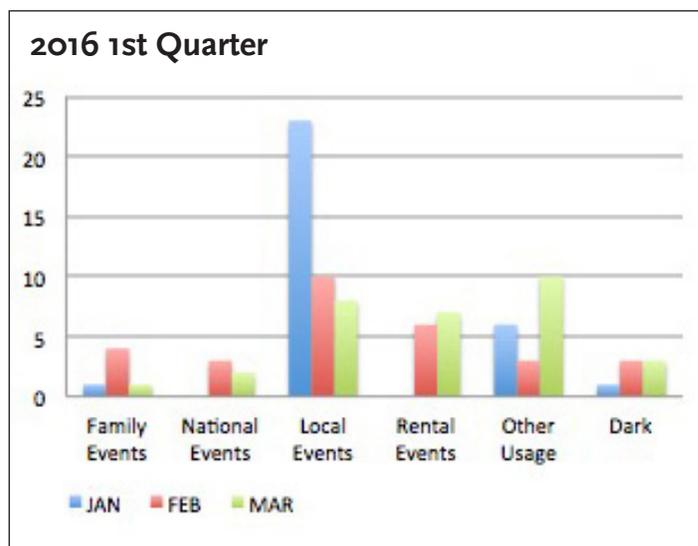
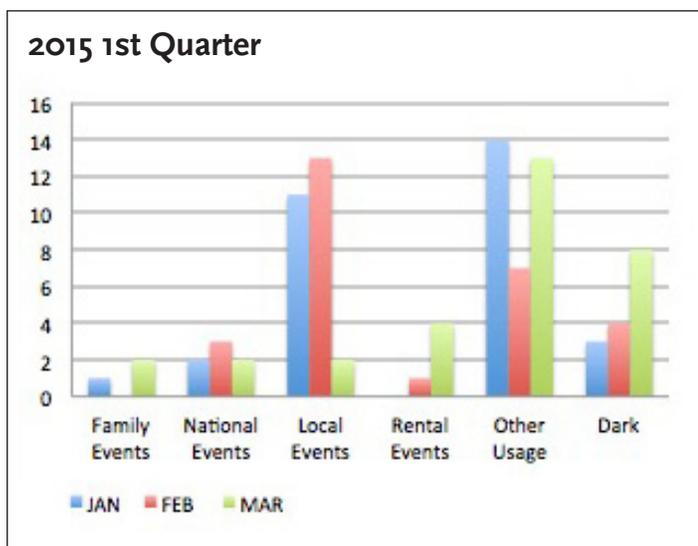
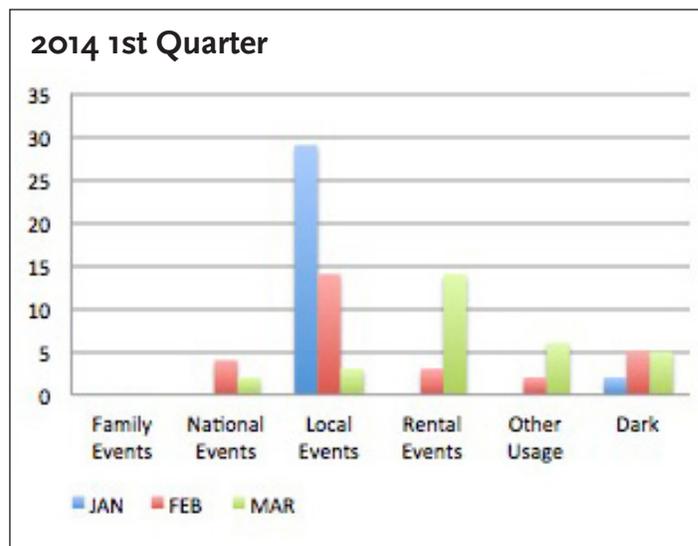
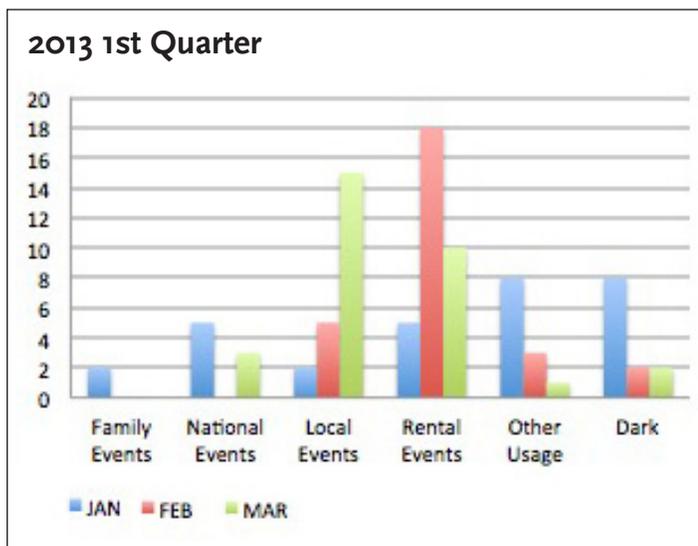
Education Update

Eighty-six students attended Parker Arts Spring Break Camps at the PACE Center! Camps included Harry Potter theater camp, two cooking camps, two space science camps, and two engineering Lego camps for kids ages 6 to 12.



CULTURAL DEPARTMENT - CONT'D

Theater Usage Comparison – 2013 to 2016



Community Funding

- Membership revenue for March came in at \$4,100. Most of these new and renewing members are the result of Lee Ann Womack and Grease going on sale, where patrons became members in order to take advantage of early ticket sales.
- For grants, the Cultural Department received \$4,000 from New England Foundation for the Arts for their support of Out of Bounds.





ECONOMIC DEVELOPMENT

Economic Indicators - 4th Quarter 2015

The Town of Parker's economy continued to improve from 4th quarter 2014 to 4th quarter 2015. The commercial vacancy rates continued to decline. The average direct vacancy saw a decline at the end of 3rd quarter 2015 to 4.16 percent, which represented a decline of 2.0 percent from 4th quarter 2014.

	Commercial					
	Parker		Southeast Metro		Metro Denver	
	2015 - Q4	2014 - Q4	2015 - Q4	2014 - Q4	2015 - Q4	2014 - Q4
Total Existing Office Square Footage	1,116,075	1,116,075	23,933,336	23,923,165	161,929,690	160,270,159
Office Vacancy Rate	9.20%	8.50%	10.60%	9.70%	10.60%	11.40%
Office Rental Rate - median gross rent	\$28.65	\$24.01	\$23.85	\$22.60	\$24.69	\$23.53
Total Existing Retail Square Footage	4,187,175	4,080,682	14,216,459	14,091,860	147,115,101	146,694,587
Retail Vacancy Rate	3.20%	5.90%	2.80%	4.10%	5.40%	5.60%
Retail Rental Rate - median NNN rent	\$18.42	\$17.41	\$18.17	\$17.44	\$15.38	\$15.07
Total Existing Industrial/ Flex Square Footage	906,609	906,609	14,747,297	14,645,097	222,651,743	221,379,105
Industrial/ Flex Vacancy Rate	0.08%	4.00%	6.10%	7.30%	3.80%	3.80%
Industrial/Flex Rental Rate- median NNN rent	\$10.58	\$9.95	\$10.14	\$9.50	\$7.50	\$6.93



	Residential			
	Parker		Metro Denver	
	2015 - Q4	2014 - Q4	2015 - Q4	2014 - Q4
Residential Building Permits:	348	356	17,857	13,239
- Single Family	312	347	9,288	7,709
- Multi Family	36	9	8,569	5,530
Median Home Price	\$399,900	\$369,000	\$310,000	\$274,500
Labor Force	27,674	27,813	1,488,871	1,497,400
Unemployment Rate	2.70%	3.50%	3.10%	4.00%

Source - Costar Realty, U.S. Bureau of Labor and Statistics, Douglas Elbert Realtor Association

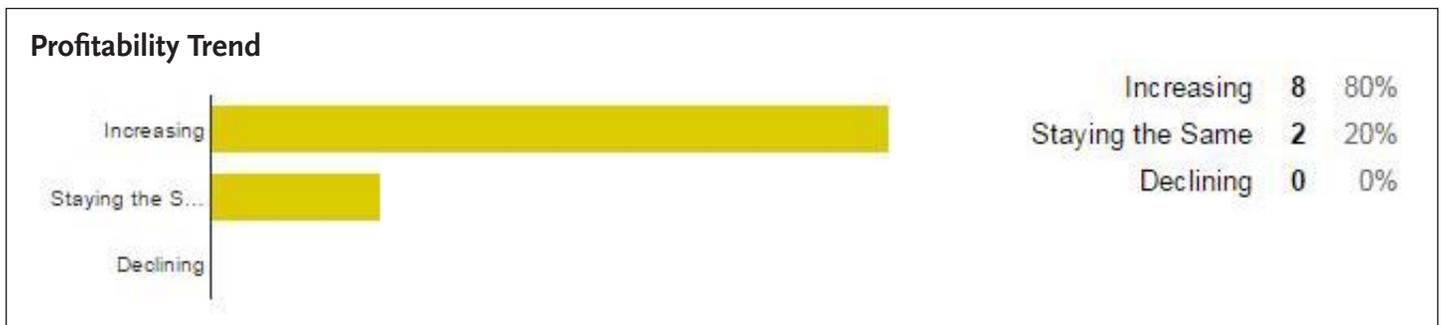
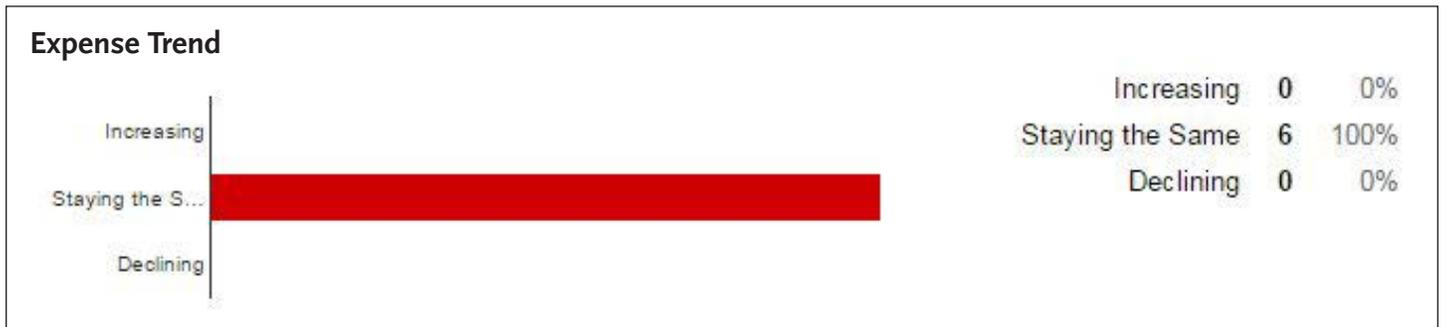
Metro Denver Economic Development Awards Luncheon

On March 17, Mayor Pro Tem Josh Rivero and Matt Carlson hosted a delegation of healthcare professionals from south Denver for the annual Metro Denver Economic Development Corporation Awards Luncheon. More than 500 people and 35 communities were represented at the luncheon, of which Parker served as a sponsor. Governor John Hickenlooper was the keynote speaker. Major healthcare organizations in attendance included Rocky Vista University, Mainstreet Health, Cigna Mountain States and Parker Adventist Hospital.

ECONOMIC DEVELOPMENT - CONT'D

Business Retention Visits

- Seventeen formal visits have been completed so far this year
- Councilmembers have attended 35%





Look Twice Before Crossing the Street!

A member of the Engineering Department made a rare sighting recently just east of downtown. This wild turkey was preparing to brave the mid-day traffic by crossing Mainstreet. No word on whether or not it was a successful journey!



ENGINEERING

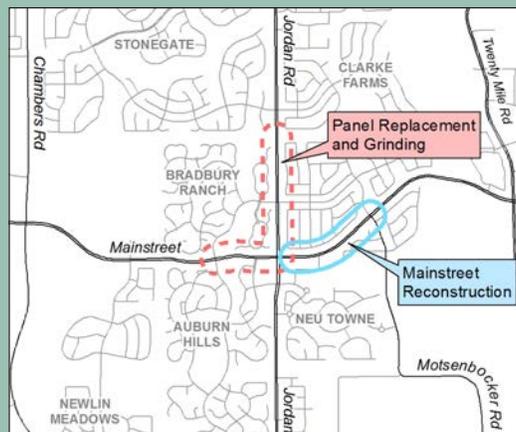
Stormwater Update

The Stormwater Division has been a busy group since the start of spring. Among the tasks keeping the division active was a drainage improvement project at Glenmore Pond (right), as well as assisting the Parks Department with mulch replacement at O'Brien Park (below).



Project Focus: Mainstreet Reconstruction

This year's Town of Parker Townwide Roadway Reconstruct Program will include panel replacement and grinding on Mainstreet, east and westbound lanes, from Bradbury Ranch Drive to Jordan Road and on Jordan Road, southbound lanes, from Mainstreet north for approximately 0.5 miles. In addition, reconstruction of the eastbound lanes of Mainstreet from Jordan Road to Motsenbocker Road will also be included with this vital project. Panel replacement is slated to begin late April with grinding to follow. Mainstreet reconstruction is planned to commence following area school dismissals for summer.



Work will consist of removing the existing eastbound concrete pavement and replacing it with asphalt pavement. As a result of this project, the eastbound lanes of Mainstreet will be closed and the existing westbound lanes (north lanes) will be converted to two-way traffic (one lane each direction). This temporary four-lane to two-lane conversion will last about two months. Once the contractor has completed construction through this section, the eastbound asphalt lanes will be reopened to their current

configuration. Total costs for this project will be approximately \$1.7 million.



MUNICIPAL COURT

Court Update

Office Remodel

The Municipal Court has undergone an office remodel. This included new carpet, paint and an expansion for the Teen Court office. The office also received new cubicals and a new filing system. The office now functions much better with easy access to Court files and lots of room for all Teen Court volunteers. Come by and see the changes!

CAMCA Training

The Parker Court hosted a training class for CAMCA in February. Sue Ratcliff and Castle Rock Court Administrator Karla McCrimmon taught a Court basics class for new clerks. Members from across the state attended the one-day training.

Collaboration with Centennial

In March, the Court shared best practices with a representative from the City of Centennial. Jon Whiting spent the afternoon in a Court session to see how the Parker Court does business. It was a great opportunity to share ideas and processes.

2016 Court Charges Processed

Month	Parker	Foxfield
January	223	4
February	349	6
March	226	5
Total	798	15

Teen Court Highlights

Open House

Teen Court held its annual Open House event on March 16. Members of the program conducted a mock trial and answered many questions from the audience. This event brought in numerous potential volunteers and members of the community. It is always an ideal opportunity to showcase the many benefits of Teen Court. Teen Court Coordinator Sarah Vandiver will conduct General Legal Training for new members in April.

CTCA Conference

The first annual Colorado Teen Court Association conference was held on March 4 and led by Parker's own Sarah Vandiver. Sarah organized the conference for the many participants from across the state. It was held at Parker Town Hall. Teen Court professionals attended the conference, which included guest speakers on teen drug use and youth empowerment. It was a great success!





PARKS AND RECREATION

Parks and Forestry/Open Space Highlights

Mainstreet Medians

In March, the Parks horticulture crew planted spring pansies in several locations throughout Town, including the Mainstreet medians. Pansies provide good early spring color and thrive in cool temperatures. After summer heats up, the pansies will be replaced with more colorful and heat-tolerate annual flowers.



Amended Topsoil

The Parks division makes much of its own amended topsoil by screening dirt from other projects and then adding compost. This amended topsoil is then used in landscape beds throughout Town.



Ballfield Preparations

March 1st always marks the beginning of the ballfield season! Parks crews started prepping fields for adult and youth baseball and softball programs this month. Staff takes a great deal of pride in providing the best ballfields in the metro area.



Supplemental Irrigation

Despite the March blizzard, much of the month was dry and crews spent time hand watering new plantings on the medians to make sure they survive to next season. It takes a full season of year-round watering before plants are established enough to make it through winter without supplemental irrigation.

Sports Update

Basketball

- Bob Bullock volunteered at the state Nuggets Basketball Skills Challenge on April 1 at Lakewood High School. Lillian Duitsman (7/8 girls division) and Grayson Hardy (11/12 boys division) of Parker qualified for this tournament from the sectional competition hosted by Parker Parks and Recreation but neither placed in the top three. There were five other participants at this state tournament that also participated in the Parker sectionals from other jurisdictions, with two of them receiving third-place awards.

Youth Volleyball

- While Volleyball enrollment is slightly lower from last spring, staff was able to expand the High School age group by a few kids. This is a very difficult age group to recruit and maintain, so any growth is a positive sign. There are a total of 243 kids participating across all spring youth volleyball leagues.

Youth Inline Hockey

- For a sport that has been steadily declining, this spring saw a surge in Inline Hockey Registration. Registrations have increased by 20 participants and at least four teams from the previous season. As a result, teams were added to accommodate this growing demand. Sports staff has met with numerous inline hockey advocates and have a marketing plan created to capitalize on this demand for the Fall season. There are a total of 103 participants this season, and staff hopes to attract younger kids to continue growing the base of the program in the fall.

PARKS AND RECREATION - CONT'D

Fieldhouse

- Registration for Fieldhouse summer day camp program filled in about 7 minutes on April 4 after we opened registration to new families to continue with the ongoing success of this program. Approximately \$344,000 in revenue generated.
- Parents' Night Out on March 12 had a record 162 individuals pre-registered and a record 174 participants overall.
- Fieldhouse facility rentals continue to be popular generating approximately \$29,000 in revenue. Revenues are \$30,000 ahead this year compared to 2015.
- NBN (Nothing But Net) basketball spring break camp Session 1 had 66 participants and session 2 had 68 participants, both great numbers for these camps. NBN Sport Instruction total March revenue was approximately \$22,500, a very strong number and popular program.
- Fieldhouse Birthday Parties – approximately \$11,000 in revenue generated with a total of 29 parties for March. We had a record for number of parties in one day with nine parties on Saturday, March 12.

Recreation Center

- Spring break saw a great two weeks of attendance at the Recreation Center. Admissions averaged around \$5,000 per week. During the week of March 20 through 26, revenue for drop-in users was \$9,432, which is about an 87 percent increase from the normal average. For March 27 through April 2, total revenue for drop-in use was \$8,741, 73 percent higher than the average.



Kids' Zone

- Kids' Zone hosted a Master Chef Jr. cooking camp over spring break. The kids learned different techniques and tips to preparing nutritious and delicious foods every day. They also learned about fueling their body with healthy food and important safety steps in the kitchen. Kids' Zone has more of these educational cooking camps on the schedule for summer break.



Aquatics Update

- H2O'Brien Locker rooms were painted to bring a nice fresh look (pictured at right).
- RFP was awarded to Mid-America Pool Renovation to start the resurfacing of the H2O'Brien Pool bottom. Work is anticipated to start in mid-April.
- The Interior of the Red Slide at H2O'Brien Pool will be repaired and gel coated in the next couple of weeks to make it a smooth ride!

Awards Keep Rolling In!



Macaroni Kid's of Douglas County GOLD Daisy Awards

Recognizing the most beloved local businesses for kids and families! Macaroni Kids gathered over 25,000 nominations for the Gold Daisy Award and Parker Parks and Recreation won in four categories!

- Exhaust and Enrich your Kids: Youth Sports Program
- Gymnastics/Movement (Little Kids): Parker Recreation Center
- Place for Outdoor Water Play: H2O'Brien Pool
- Park or Playground: O'Brien Park

We received certificates for each winner, and that program/location also received a free listing in the business directory on their website.

Fitness Update

Once again, the Commit to Fit challenge was a huge success and many of our own staff participated.

- Participants – 54
- Total pounds lost – 436
- Average pounds loss – 8.7
- Total inches lost – 501.5
- Average inches lost – 10
- About 90 percent of our participants enrolled in the four-week add on!!





POLICE DEPARTMENT

Department Highlights

Another Accreditation

The Parker Police Department was awarded their second successful Law Enforcement CALEA accreditation at the National CALEA conference in St. Louis. Every three years, the commission conducts a full audit of policies and practices to include a full week on-site visit. The committee highlighted Parker PD's excellence in evidence management, strategic planning and its work with the ACLU in the development of its Body Worn Camera Policy.

Body Worn Camera Presentation

Lieutenant Chris Peters was one of the main presenters in a Power DMS webinar about Parker Body Worn Camera Policy. Lt. Peters was presenting with Chad Marlowe from the ACLU. More than 125 agencies tuned in to learn about the crafting of the policy and to obtain a copy of the policy for their organization.

New Officers Sworn In

Four new officers were sworn-in in March: Jeremy Wolff, Rachel Obermeyer, Andreas Hofstetter and David Rosselot. The swearing-in ceremony occurred after completion of the four-week mini-skills program. The next step is their 16-week PTO program. During that time, they work with Police Training Officers to make sure they are ready to serve.

Social Media Success

A Facebook post featuring photos of two individuals stealing a FedEx package from the porch of a residence was seen by more than 22,000 people. The outreach resulted in the identification of the suspects and return of the stolen items.

TIPS

A Training for Intervention Procedures (TIPS) class for 19 people was conducted at the Parker Police Department. TIPS is a skills-based, responsible alcohol training and certification program designed to prevent intoxication, underage drinking and drunk driving by enhancing the fundamental people skills of servers, sellers and consumers of alcohol.

Special Needs Academy Presentation

At the Colorado Emergency Management Conference, Officer Dawn Cashman gave a presentation on the five-week Special Needs Academy that she teaches. This year's course will be held in the fall. Officer Greg Epp was also in attendance at the conference.

March Blizzard Recap

The March 23 snow storm kept Parker officers on the street very busy. Once the snow started falling, the calls came in non-stop. Officers responded to 44 Motorist Assist calls and 10 accident calls. The figures were a 1,110 percent increase over the day before's single Motorist Assist and four accident calls.



Police Citizen Academy

The Police Citizen Academy has completed the first five weeks of the 10-week course. Students have learned about many of the functions at the Police Department: Accreditation, Crime Analysis, Victim's Advocates, Criminal Law, 9-1-1 and Dispatch, Crime Prevention, Emergency Management, Traffic Laws and DUI Enforcement. In addition, they went through the TI use-of force simulator. Participants also had the opportunity to fire the same weapons Parker officers carry at a law enforcement shooting range. After gun demonstrations and safety instructions, students shot Glock handguns and an AR-15.



Scouts Visit

More than 100 Parker Girl Scouts, Boy Scouts and their troop leaders visited the Parker Police Department. The scouts were on hand to earn their merit badges in three different areas: Crime Prevention, Emergency Preparedness and Crime Scene Investigation & Evidence. The fourth station allowed the scouts to meet officers, Officer Lucas Powell and Officer Brad Bankston, and climb inside a squad car.

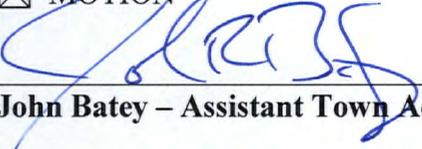


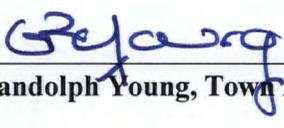
ITEM NO: 8A
DATE: 4/18/2016

REQUEST FOR TOWN COUNCIL ACTION

TITLE: TAX AND FEE ASSISTANCE PROGRAM AGREEMENT – PARKER KEYSTONE

- | | |
|--|--|
| <input checked="" 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 checked="" type="checkbox"/> MOTION | <input type="checkbox"/> RESOLUTION |


John Batey – Assistant Town Administrator


G. Randolph Young, Town Administrator

ISSUE: Armstrong Capital Development, LLC, through its subsidiary Parker & Lincoln Development LLC, has filed an application with the Town to participate in the Town of Parker Tax and Fee Assistance Program (the "TAP Program"). Reference Parker Municipal Code 4.02.

PRIOR ACTION: None

FUNDING/BUDGET IMPACT: The proposed TAP agreement with Parker & Lincoln Development LLC will include:

- 1) a rebate of 100% of building permit fees and construction use taxes and;
- 2) a rebate of 85% of sales tax for a period not to exceed 10 years and;
- 3) a combined maximum rebate of all fees and taxes that shall not exceed \$1,400,000.00.

BACKGROUND: Armstrong Capital Development, LLC is a Colorado-based real estate investment and private equity firm located in Centennial, Colorado. Armstrong builds single-tenant and multi-tenant products in the retail and office sectors including ground-up construction and redevelopment of existing properties throughout the Colorado Front Range. Typical transaction size ranges from \$2.0 million to \$15.0 million.

The proposed Parker Keystone project is a new Class A retail center located at the southeast corner of Parker Road and Lincoln Avenue in Parker, Colorado. The Property currently consists of four parcels totaling 1.8 acres that were annexed into the Town and simultaneously rezoned from residential to Modified C Commercial by Town Council action on March 21, 2016.

The initial development phase for Parker Keystone will consist of two new Class A retail buildings with a shared architectural vision and common parking. The total new retail square footage will approximate 13,000 square feet. The Property will be designed with four-sided architecture. Access for the project is accomplished with right in/right out access from Parker Road and ingress/egress at Lincoln Avenue at an existing signalized intersection. Light and sound mitigation measures, building façade design and building placement are also included for the benefit of the residential neighborhood to the east and south of the project.

Initial tenants for the property will include two quick serve restaurant concepts (one national operator and one regional operator) as well as a third yet to be defined small-format restaurant and several support retailers.

The assistance amount of \$1.4 million is primarily to offset extraordinary costs of project infrastructure that will not only serve this project but also future development on this corner.

Sales from the project are estimated to be \$6-8 million annually and tenant operations can reasonably be anticipated to employ 30-40 individuals when fully operational. Construction is anticipated to begin in 2016.

The Parker Keystone project meets the following goals of the Town's Tax and Fee Assistance Program (TAP):

- Attracts new jobs (employment)
- Attracts new sales tax
- Contributes to the diversity of jobs and employment opportunities
- Represents retail diversity

RECOMMENDATIONS: Staff recommends approval of the Parker Keystone TAP agreement as attached.

PREPARED/REVIEWED BY:

J. Matt Carlson / Business Recruitment Manager
John Batey / Assistant Town Administrator - Development Services

ATTACHMENTS:

TAP Agreement

RECOMMENDED MOTION: "I move to approve the Tax and Fee Program Assistance Agreement for Parker Keystone."

**TAX AND FEE ASSISTANCE PROGRAM AGREEMENT
FOR PARKER KEYSTONE**

THIS AGREEMENT, made and entered into this _____ day of _____, 2016, by and between Parker & Lincoln Development LLC, a Colorado limited liability company (the "Owner"), and the Town of Parker, Colorado (the "Town").

RECITALS:

A. The Town adopted Chapter 4.02 of the Parker Municipal Code, entitled TAX AND FEE ASSISTANCE PROGRAM (collectively referred to as the "Ordinance" or the "TAP Program"), to encourage recruitment, retention, establishment and/or expansion of retail sales tax-generating businesses within the Town, thereby stimulating the economy of and providing employment for residents of the Town and others, further expanding the goods and services available for purchase and consumption by businesses and residents of the Town, thus further increasing the sales taxes and fees collected by the Town.

B. The Owner desires to participate in the TAP Program and to share in the enhanced sales tax derived from the new businesses described in Exhibit A (the "New Businesses"), which is attached hereto and incorporated by this reference, generally located at the southeast corner of Lincoln Avenue and Parker Road and are more particularly described in Exhibit B, which is attached hereto and incorporated by this reference (the "Property"), for the installation of the public or public-related improvements described in Exhibit C, which is attached hereto and incorporated by this referenced (the "Improvements"), to the extent allowed in this Agreement.

C. The Owner also desires to participate in the TAP Program to share in the building permit fees and construction use taxes collected by the Town during the construction permitting process for the initial construction of the core and shell and for finish build out of the New Businesses on the Property, to the extent allowed in this Agreement.

D. The Owner shall be deemed the record owner of the real property upon which the New Businesses are located and is solely entitled to reimbursement provided for herein for purposes of this Agreement, whether or not the Owner owns all or any portion of the real property upon which the New Businesses are operated at the relevant time, since the Owner is responsible for the installation of the Improvements.

NOW, THEREFORE, in consideration of the foregoing premises and the covenants, promises, and agreements of each of the parties hereto, to be kept and performed by each of them, the parties agree as follows:

1. Term and Condition Precedent.

a. The Town and the Owner acknowledge and agree that this Agreement describes a certain condition precedent, which is contained in Paragraph 5 of this Agreement (the "Condition Precedent"), that must be performed on or before December 31, 2017 (the "Condition Deadline"). In the event that the Condition Precedent described in Paragraph 5 of this Agreement is fully satisfied on or before the Condition Deadline, Town and the Owner each agree to promptly execute the Certificate of Compliance attached as Exhibit D and incorporated

by this reference, which establishes that the terms and conditions contained in Paragraph 5 of this Agreement have been satisfied. In the event the Condition Precedent is not satisfied by the Condition Deadline, then this Agreement will automatically terminate, and any action or approval made or undertaken by either party to this Agreement shall be null and void and of no force or effect.

b. Subject to the terms and conditions of this Agreement, the term of this Agreement shall commence on the issuance of the first certificate of occupancy (temporary or otherwise) for one or more of the New Businesses and the completion of construction of the Improvements in accordance with the plans approved by the Town, which results in the execution of the Certificate of Compliance by the Town and the Owner, and shall terminate one (1) year from the date in which the Certificate of Compliance has been executed by the Town and the Owner; provided, however, that, subject to the terms of the next succeeding sentence, this Agreement shall automatically renew for additional one-year terms. The term of this Agreement may be renewed by up to nine (9) additional one-year terms. This Agreement shall automatically renew for each additional one-year term, provided, however, amounts shall not be paid to the Owner in any year for which the Town has not appropriated sufficient funds for payment in such year, or the Town has disbursed the maximum amount, as provided in Paragraph 2.d. of this Agreement.

2. Qualification of Property for the TAP Program. The Town agrees that the New Businesses qualify for the TAP Program and the Improvements are improvements for public and/or public-related purposes that will enhance the competitive position of the Town within the Denver metropolitan area market place. The following provisions shall apply for each year in which this Agreement is in effect for the New Businesses located on the Property:

a. Eighty-five percent (85%) of the "Enhanced Sales Taxes," as defined in the Ordinance, collected by the Town and derived from the New Businesses located on the Property, excluding the half percent (0.5%) Town sales tax described in Section 4.02.080(b) of the Parker Municipal Code ("Parks and Recreation Sales Tax"), shall be segregated by the Town Finance Director to be utilized for this Agreement.

b. In determining the amount of "Enhanced Sales Taxes," the "base amount" as defined in the Ordinance and agreed to by the Town and the Owner shall be Seven Thousand Five Hundred Dollars (\$7,500.00) in the first one-year term, Fifteen Thousand Dollars (\$15,000.00) a year in the second through fifth one-year terms and Seventeen Thousand Five Hundred (\$17,500.00) a year for the sixth through tenth one-year terms (excluding the Parks and Recreation Sales Tax), which amount represents the good faith determination by the Owner and the Town of the amount of sales tax that would be generated without assistance from the Town.

c. The Owner shall share in the Enhanced Sales Taxes derived from the New Businesses located on the Property in the amount of Eighty-Five percent (85%) of the Enhanced Sales Taxes, excluding the Parks and Recreation Sales Tax, for the ten (10) one-year terms of the Agreement. The Owner shall also share in building permit fees, which include plan check fees, and construction use taxes collected by the Town (the "Fee Repayment") during the construction permitting process for the initial core and shell and the final build out of tenant spaces for the New Businesses on the Property. The amount of the Fee Repayment shall be one hundred percent (100%) of the building permit fees, which include plan check fees, and construction use taxes collected by the Town, excluding the Douglas County use tax and the half percent (0.5%)

Town use tax described in Section 4.02.080(b) of the Parker Municipal Code. The Fee Repayment shall be used for reimbursement of the Improvements, as described herein. The Fee Repayment shall, together with the Enhanced Sales Tax, be used for reimbursement of the Improvements, as described in Paragraph 2.d. of this Agreement.

d. The Enhanced Sales Taxes from the New Businesses located on the Property shall be shared and the Owner's share thereof shall be disbursed on a quarterly basis commencing on the date specified in Paragraph 1.b. of this Agreement for reimbursement of the cost of Improvements described in Exhibit C. The Fee Repayment will be paid to the Owner upon the execution of the Certificate of Compliance by the Town and the Owner, and proof of payment and lien waivers for the Improvements. The maximum period of time that this Agreement shall be in effect is ten (10) years (commencing on the date of execution of the Certificate of Compliance by the Town and the Owner as described in Paragraph 1.b.) or until the maximum sum of One Million Four Hundred Thousand Dollars (\$1,400,000.00) derived from (i) Enhanced Sales Taxes defined herein and (ii) the Fee Repayment defined herein have been paid to Owner for reimbursement for the Improvements, whichever occurs first, at which time this Agreement shall terminate. It is expressly understood by the parties that this Agreement will terminate as provided in Paragraph 1.b. of this Agreement or upon the occurrence of the earlier to be reached of the maximum time as provided in the preceding sentence (whether or not the maximum amount to be shared has been reached) or disbursement of the maximum amount to be shared as provided in the preceding sentence (whether or not the maximum time set forth has expired).

e. The base amount for Enhanced Sales Taxes is divided into twelve (12) monthly increments by agreement of the Owner and the Town as shown on Exhibit E, which is attached hereto and incorporated by this reference. In the event the sales taxes received from the Property do not at least equal the monthly base amount for any month, there shall be no sharing of funds for that month and no increment shall be shared until the cumulative sales taxes received from the Property for the applicable twelve-month cycle exceed the cumulative base amount for such period.

f. This Agreement is a personal agreement between the Town and the Owner which does not run with the land and shall not be recorded against the Property. Further, this Agreement shall never constitute a debt or obligation of the Town within any constitutional or statutory provision.

g. Any Enhanced Sales Taxes and Fee Repayment subject to this Agreement shall be escrowed in the event there is a legal challenge to the TAP Program or the approval of this Agreement.

h. The obligations, benefits and/or the provisions of this Agreement may not be assigned in whole or in part without the express written consent and authorization of the Parker Town Council, not to be unreasonably withheld, conditioned or delayed, and no third party shall be entitled to rely upon or enforce any provisions hereon; provided, however, without the Parker Town Council's prior written consent or authorization, but with contemporaneous written notice to the Town, the Owner may fully assign (or, if applicable, pledge, collaterally assign or otherwise encumber) the Owner's right to receive the repayment of fees and taxes as follows:

(i) to an affiliate of the Owner (being any entity that controls, is controlled by or is under common control with the Owner, or any entity resulting from a merger or consolidation with the Owner) or any person or entity which acquires all the assets of the Owner's business as a going concern; or

(ii) to a lender that provides acquisition, construction, working capital, tenant improvement or other financing to the Owner in connection with construction of the Improvements and/or development of the New Businesses; and

(iii) whether pursuant clause (i) or clause (ii) above, the required notice shall set forth the name and address of the assignee; the Town shall be entitled to rely on such notice for purposes of remitting the repayment of fees and taxes to the designated assignee at the designated address; no partial assignment shall be authorized; not more than one affiliate (pursuant to clause (i) above) and not more than one lender (pursuant to clause (ii) above) shall at any time have the right to receive the repayment of fees and taxes; and any such assignment shall not discharge any of the Owner's duties or obligations under this Agreement, which duties and obligations shall remain those of the Owner notwithstanding any assignment of the right to receive the repayment of fees and taxes.

i. At the end of the term of this Agreement as provided for herein, any monies segregated by the Town Finance Director which have not been expended as hereunder provided may be transferred to another account of the Town or used in any manner determined by the Town in its sole discretion, excluding any amounts escrowed pursuant to Paragraph 2.g. of this Agreement.

j. From the Enhanced Sales Taxes and Fee Repayment proceeds segregated by the Town Finance Director, the Town shall pay the Owner upon satisfaction of the obligations related to the Improvements, as described in Exhibit C of this Agreement. The Owner shall provide documentation acceptable to the Town to establish that the obligations described in Exhibit C have been satisfied.

k. Force Majeure. In the event that Owner is not able to complete the Improvements in accordance with the plans approved by the Town by the Condition Deadline due to acts of God; unusually adverse weather or wet soil conditions; riots; civil disorder; war; strike; lockout; shortages of labor; shortage or delay in delivery of materials or fuel; governmental laws, regulations or restrictions; non issuance of permits, approvals and/or legal authorization by the governmental entity (including but not limited to the Town) necessary to complete the Improvements; damage or destruction by fire or casualty; the commencement of litigation challenging the validity of, or the entry of any preliminary or final court order or judgment suspending or invalidating this Agreement or Town approval of any land use entitlement or application; and the commencement of any eminent domain action that would, if the affected property is acquired by the condemning authority, have the effect of materially impairing or rendering impossible the completion of the Improvements ("Force Majeure Conditions"). The period during which such force majeure conditions exist used to extend the Conditions Deadline by one day for each day such force majeure condition exists.

3. Nonappropriations/Multi-Fiscal Year Obligations. Notwithstanding anything in this Agreement to the contrary, this Agreement is specifically subject to annual appropriation of sufficient funds to pay Enhanced Sales Taxes as provided by this Agreement. In the event that appropriation of sufficient funds is not made in any year, resulting in the inability of the Town to pay Enhanced Sales Taxes hereunder, the Town shall not be obligated to make payment of the nonappropriated amounts in such year. Each year, the Town Finance Director shall include in the budget presented to the Town Council pursuant to the Parker Home Rule Charter and the Parker Municipal Code, the appropriation of the Enhanced Sales Tax Shareback for payment to the Owner as provided in this Agreement. Nothing in this Agreement shall be construed as obligating the Town Council to appropriate the Enhanced Sales Tax Shareback in any fiscal year.

4. Subordination. Notwithstanding anything in this Agreement to the contrary, the Owner shall have no right, claim, lien, or priority in or to the Town's sales tax or use tax revenue superior to or on parity with the rights, claims, or liens of the holders of any sales tax or use tax revenue bonds, notes, certificates, or debentures payable from or secured by any sales taxes or use taxes, existing or hereafter issued by the Town, and that all rights of the Owner are, and at all times shall be, subordinate and inferior to the rights, claims, and liens of the holders of any and all such sales tax or use tax revenue bonds, certificates of participation, notes, certificates, or debentures, issued by the Town and payable from or secured by any sales taxes.

5. Condition Precedent to be Satisfied. The Condition Precedent to be satisfied on or before the Condition Deadline is the issuance of the first certificate of occupancy (temporary or otherwise) for one or more of the New Businesses and the probationary acceptance of the Improvements by the Town, as provided by the Parker Municipal Code, on or before December 31, 2017. In the event that the Condition Precedent has not been satisfied and the Certificate of Compliance has not been executed by the parties on or before the Condition Deadline, then this Agreement shall automatically terminate and any action or approval undertaken by either party to this Agreement to satisfy any Condition Precedent shall be null and void and of no force or effect. Upon the execution of the Certificate of Compliance by the parties hereto, the Town and Owner shall satisfy the terms and conditions contained in this Agreement.

6. Remedies. The Owner waives any constitutional claims against the Town arising out of a breach of this Agreement. The Owner's remedies against the Town under this Agreement are limited to breach of contract claims.

7. Severability. It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid, and the parties shall cooperate to cure any legal defects in this Agreement or the TAP Program.

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

10. Notice. Any notice required under this Agreement shall be in writing and shall be hand delivered or sent by certified mail, return receipt requested, postage prepaid, to the addresses of the parties herein set forth. All notices so given shall be considered effective upon the earlier of actual receipt or seventy-two (72) hours after deposit in the United States mail with the proper address as set forth below. Either party by notice so given may change the address to which future notices shall be sent.

Notice to the Town: Town Administrator
 Town of Parker
 20140 East Mainstreet
 Parker, Colorado 80138

Notice to the Owner: Parker & Lincoln Development, LLC
 c/o Armstrong Capital Development, LLC
 Attention: Gregory L. Armstrong
 15530 E. Broncos Parkway, Suite 300
 Centennial, Colorado 80112

11. Entire Agreement - Amendments. This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties hereto. This Agreement may be amended by written agreement between the Owner and the Town acting pursuant to Town Council authorization, as provided by the Ordinance.

12. Effective Date. This Agreement shall be effective and binding upon the parties immediately upon the day and year first above written.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

EXHIBIT LIST

- Exhibit A New Businesses Defined
- Exhibit B Legal Description of the Property
- Exhibit C Improvements
- Exhibit D Certificate of Compliance
- Exhibit E Base Amount

EXHIBIT A

NEW BUSINESSES DEFINED

As to be more specifically set forth in the approved site plan, subdivision plat and related land use entitlements for the Property, and subject to the terms and conditions thereof and issuance of the requisite permits, the parties anticipate that the New Businesses generally will: (i) consist of first class, branded sales tax generating businesses, including but not limited to quick-serve and sit-down restaurant concepts, small-format restaurant(s) and support retailers; (ii) be located in two new Class A retail buildings containing a combined total of approximately 13,000 square feet, with a shared architectural vision and common parking; (iii) be designed with four-sided architecture that presents an attractive, highly visible and accessible environment for retailers and their customers; (iv) to ensure safe and convenient access from Parker Road mandated by the top-tier retail tenants, have ingress at Parker Road and Lincoln Avenue, and egress at Lincoln Avenue at the existing signalized intersection; and (v) incorporate careful consideration of light and sound mitigation measures, building façade design and building placement for the benefit of the residential neighborhood to the east and south along the Lincoln Avenue access drive.

EXHIBIT B

LEGAL DESCRIPTION OF THE PROPERTY

LEGAL DESCRIPTION OF THE PFEIFER PROPERTY

PARCEL A:

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

PARCEL B:

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

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

EXCEPT THE FOLLOWING PARCELS:

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

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

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

LEGAL DESCRIPTION OF THE ARMSTRONG PROPERTY

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

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

LEGAL DESCRIPTION OF THE HEITHOFF PROPERTY

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

COMMENCING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF BALDWIN AVENUE AND THE EAST RIGHT OF LINE OF COLORADO STATE HIGHWAY NO. 83; THENCE NORTHERLY ALONG THE EAST RIGHT OF WAY LINE OF SAID HIGHWAY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 5.780 FEET AND A CENTRAL ANGLE OF 01°10'01" AN ARC DISTANCE OF 117.72 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID RIGHT OF WAY LINE ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 5780 FEET AND A CENTRAL ANGLE OF 01°04'37", AN ARC DISTANCE OF 108.64 FEET TO A POINT OF DEPARTURE FROM SAID CURVE; THENCE ON AN ANGLE TO THE RIGHT OF 100°31'31", 149.17 FEET TO THE WEST LINE OF SOUTH ALCORN STREET; THENCE ON AN ANGLE TO THE RIGHT OF 90°00'00" AND ALONG SAID WEST LINE 107.00 FEET; THENCE ON AN ANGLE TO THE RIGHT OF 90°00'00", 130.33 FEET TO THE TRUE POINT OF BEGINNING,

COUNTY OF DOUGLAS, STATE OF COLORADO

HEREFORWARD TO BE KNOWN AS:

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

QUARTER CORNER OF SAID SECTION 15 BEING MONUMENTED WITH A FOUND 3.25" ALUMINUM CAP FLUSH WITH GROUND STAMPED PLS 30109, WHENCE THE NORTHWEST CORNER OF SAID SECTION 15 BEING MONUMENTED WITH A FOUND 3.25" ALUMINUM CAP IN RANGE BOX STAMPED PLS 19003, BEARS S 89°29'01" W, A DISTANCE OF 2643.42 FEET; THENCE S 50 °27'23"W, A DISTANCE OF 644.82 FEET TO A POINT OF BEING THE SOUTHEAST CORNER OF A PARCEL OF LAND AS DESCRIBED UNDER RECEPTION NO. 2011013028, SAID POINT ALSO BEING THE NORTHEAST CORNER OF A PARCEL OF LAND AS DESCRIBED UNDER RECEPTION NO. 2011037128, SAID POINT ALSO BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH ALCORN STREET AS PLATTED UNDER RECEPTION NO. 113057 ALL IN DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE, SAID POINT ALSO BEING THE POINT OF BEGINNING. THENCE ALONG THE SOUTHERLY LINE OF SAID RECEPTION NO. 2011013028, SAID POINT ALSO BEING ON THE NORTHERLY LINE OF SAID RECEPTION NO. 2011037128, S 89°30'44"W, A DISTANCE OF 90.73 FEET TO THE SOUTHEAST CORNER OF COLORADO DEPARTMENT OF TRANSPORTATION PARCEL NO. 65 AS RECORDED UNDER BOOK 768 AT PAGE 736 OF SAID CLERK'S OFFICE. THENCE ALONG THE EASTERLY LINE OF SAID PARCEL 65, N 09°51'10"W, A DISTANCE OF 108.59 FEET TO A POINT BEING THE NORTHEAST CORNER OF SAID PARCEL 65, SAID POINT ALSO BEING ON THE SOUTHERLY LINE OF RECEPTION NO. 2007022588 OF SAID CLERK'S OFFICE; THENCE ALONG SAID NORTHERLY AND SOUTHERLY LINES N 89°30'44"E, A DISTANCE OF 108.40 FEET TO A POINT BEING THE NORTHEAST CORNER OF SAID RECEPTION NO. 2011013028, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF RECEPTION NO. 2007022588, SAID POINT ALSO BEING ON SAID WESTERLY RIGHT-OF-WAY LINE OF SOUTH ALCORN STREET; THENCE ALSO SAID WESTERLY LINE S 00°29'16" E, A DISTANCE OF 107.14 FEET TO THE POINT OF BEGINNING.

EXHIBIT C

IMPROVEMENTS

The Improvements, which are public or public-related and eligible under the "Tax and Fee Assistance Program Agreement," include the annexation and redevelopment of property that is today undeveloped and/or residential in nature into a commercial retail center. Infrastructure improvements associated with this development will serve to pioneer redevelopment of a larger commercial project and will delay or eliminate the need for the Town to make such capital improvements as might otherwise be required in order to facilitate this level of commercial development.

The specific Improvements to be made to the Property and their estimated associated costs, which categories of costs (may increase or decrease between categories) are summarized as follows:

Lincoln Interchange Improvements	\$686,320
Parker Road Improvements Including Decel Lane	\$413,478
• 10ft wide Sidewalk on Parker Road adjacent to the Property	
Extraordinary Site Infrastructure Costs	\$136,197
Design Costs	\$50,000
Permit Fees, Use Tax & Other Soft Costs	\$25,000
Sub-Total	\$1,310,995
Project Contingency 7.5% of Costs	<u>\$98,325</u>
Total Improvements	\$1,409,320

EXHIBIT D

CERTIFICATE OF COMPLIANCE

IT IS HEREBY CERTIFIED by the undersigned authorized representatives of the Town of Parker and Armstrong Capital Development, LLC, in connection with that certain Tax and Fee Assistance Program Agreement for Parker Keystone, dated _____, 2016 (the "Agreement"), that:

The Conditions Precedent described in Paragraph 5. of the Agreement were fully satisfied on or before December 31, 2017.

IN WITNESS WHEREOF, the parties sign this Certificate of Compliance this ____ day of _____, 201_.

TOWN OF PARKER, COLORADO

By: _____,
_____, Mayor

ATTEST:

_____, Town Clerk

OWNER

_____, Owner

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 201_, by _____, as Owner of _____.

My commission expires: _____.

SEAL

Notary Public

EXHIBIT E

BASE AMOUNT

YEAR 1

Month #1	\$ 625.00
Month #2	\$ 625.00
Month #3	\$ 625.00
Month #4	\$ 625.00
Month #5	\$ 625.00
Month #6	\$ 625.00
Month #7	\$ 625.00
Month #8	\$ 625.00
Month #9	\$ 625.00
Month #10	\$ 625.00
Month #11	\$ 625.00
Month #12	<u>\$ 625.00</u>
Total Annual Base	\$ 7,500.00

YEARS 2 - 5

Month #1	\$ 1,250.00
Month #2	\$ 1,250.00
Month #3	\$ 1,250.00
Month #4	\$ 1,250.00
Month #5	\$ 1,250.00
Month #6	\$ 1,250.00
Month #7	\$ 1,250.00
Month #8	\$ 1,250.00
Month #9	\$ 1,250.00
Month #10	\$ 1,250.00
Month #11	\$ 1,250.00
Month #12	<u>\$ 1,250.00</u>
Total Annual Base	\$ 15,000.00

YEARS 6 - 10

Month #1	\$ 1,458.00
Month #2	\$ 1,458.00
Month #3	\$ 1,458.00
Month #4	\$ 1,458.00
Month #5	\$ 1,458.00
Month #6	\$ 1,458.00
Month #7	\$ 1,458.00
Month #8	\$ 1,458.00
Month #9	\$ 1,458.00
Month #10	\$ 1,458.00
Month #11	\$ 1,458.00
Month #12	<u>\$ 1,462.00</u>
Total Annual Base	\$ 17,500.00



ITEM NO: 8B
DATE: 04/18/2016

REQUEST FOR TOWN COUNCIL ACTION

TITLE: MAINSTREET AND PINE MARKETPLACE LOT 3 AMENDMENT 3 – Site Plan

- | | |
|--|--|
| <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 checked="" type="checkbox"/> MOTION | <input type="checkbox"/> RESOLUTION |

Rosemary Sietsema for

John Fussa, Community Development Director

G. Randolph Young

G. Randolph Young, Town Administrator

ISSUE:

This project consists of a site plan to construct the Plaza on Main park. The 1.4 acre Town owned park will consist of a band shell, an ice skating ribbon and a splash pad water feature. The park also features communal gathering areas, public art and a concessions building with restrooms. A pump building on the easterly portion of the park will house mechanical equipment associated with the splash pad water feature and a garage space to store a Zamboni machine for resurfacing the ice skating ribbon.

The Land Development Ordinance requires Planning Commission and Town Council Public Hearings to consider site plans for public facilities owned by the Town.

PRIOR ACTION:

None

FUNDING/BUDGET IMPACT:

None

BACKGROUND:

In 2014, the Town of Parker approved the EastMain Planned Development Guide for a 9.4 acre undeveloped parcel on the northwest corner of Mainstreet and Pine Drive. The Town of Parker and Douglas County Libraries have collaborated on the construction of a new library building and public park\plaza on the site.

The project also includes a private vertically mixed-use development on the westerly portion of the site which will interact with the library and park/plaza creating a unique and vibrant Parker destination.

RECOMMENDATION:

Staff recommends that Town Council approve the site plan for Mainstreet and Pine Marketplace Lot 3, Amendment 3 subject to the four conditions contained in the staff report.

On April 14, 2016, Planning Commission will review the Mainstreet and Pine Marketplace Lot 3, Amendment 3 Site Plan and make a recommendation to Town Council.

PREPARED/REVIEWED BY:

Ryan McGee, Associate Planner; Steve Greer, Deputy Community Development Director; John Fussa, Community Development Director; James S. Maloney, Town Attorney

ATTACHMENTS:

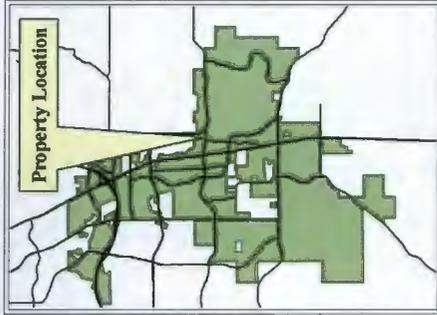
1. Vicinity Map
2. Planning Commission staff report

RECOMMENDED MOTION:

"I move to approve, based upon staff findings, with the four conditions contained in the staff report:"

1. The site plans and landscape plans submitted to the Community Development Department on March 11, 2016, and reviewed by the Town Council on April 18, 2016 shall be the approved plans. **ANY ALTERATION, MODIFICATION, SUBSTITUTION, OR REVISION INCLUDING (BUT NOT LIMITED TO) COLORS, MATERIALS, BUILDING PLACEMENT, MASSING OR SITE ACCESS SHALL BE AT THE DISCRETION OF THE COMMUNITY DEVELOPMENT DIRECTOR, WHO RESERVES THE RIGHT TO REQUIRE SAID PROPOSED CHANGES TO BE REVIEWED AND APPROVED BY THE PLANNING COMMISSION.**
2. All items/issues identified in the Parker Water and Sanitation District's letter dated March 14, 2016 must be satisfied prior to the issuance of the site's grading permit.
3. **THIS APPROVAL SHALL EXPIRE SIX (6) MONTHS AFTER THE DATE OF APPROVAL UNLESS BUILDING PERMITS HAVE BEEN ISSUED AND CONSTRUCTION HAS COMMENCED.** The Community Development Director, upon written request, may grant a ninety-(90) day extension.
4. This approval **DOES NOT** include signage. A separate sign permit is required from the Community Development Department. The applicant shall also contact the Community Development Department regarding sign permit requirements.

Mainstreet and Pine Marketplace Plaza on Main Park Site Plan



Legend

- Site (Blue outline)
- Town Boundary (Red outline)
- Parcels (Black outline)

Mainstreet and Pine
Marketplace Lot 3
Amendment 3 -
Site Plan - Planning Case
No. SP15-0026

Planner: Ryan McGee
PC Date: April 14, 2016
TC Date: April 18, 2016





**Community Development Department Memorandum
Development Review Division**

To: Town of Parker Planning Commission

From: Ryan McGee, Associate Planner *RM*
Steve Greer, Deputy Community Development Director *SG*

Through: John Fussa, Community Development Director

Date: April 14, 2016

Regarding: Public Hearing:
Mainstreet and Pine Marketplace Lot 3 Amendment 3 - Site Plan
[Case No. SP15-0026]

**Section I.
Subject & Proposal:**

Location: Northwest corner of Mainstreet and Pine Drive

Applicant: Town of Parker

Proposal: This project consists of a site plan to construct the Plaza on Main park. The 1.4 acre Town owned park will consist of a band shell building, an ice skating ribbon and a splash pad water feature. The park also features communal gathering areas, public art and a concessions building with restrooms. A pump building on the easterly portion of the park will house mechanical equipment associated with the splash pad interactive water feature and a garage space to store a Zamboni machine for resurfacing the ice skating ribbon.

**Section II.
Background:**

History: In 2014, the Town of Parker approved the EastMain Planned Development Guide for a four acre undeveloped parcel on the northwest corner of Mainstreet and Pine Drive. The Town of Parker and Douglas County Libraries have collaborated on the construction of a new library building and public park\plaza on the site.

The Town desires a private vertically mixed-use development on the westerly portion of the site which will interact with the library and park/plaza creating a unique and vibrant Parker destination.

Land Use Summary Data:

Total Area: 1.429 acres

Zoning: EastMain Planned Development (PD) First Amendment – Planning Area 2 – Park/Plaza Area

Existing Use: Douglas County Library is under construction on Lot 2 to the east. Lots 1 and 4 to the west and north are undeveloped.

Surrounding Zoning North: Pine Drive and a South Metro Fire and Rescue Authority
& Land Use:

East: Undeveloped property/Pine Curve (24 acre vacant parcel owned by the Town)

South: Mainstreet, Parker Town Hall Campus and the Parker Arts, Culture and Events (PACE) Center

West: Future Pace Center Drive and Town and Country Townhomes (Existing multi-family residential 501 units)

**Section III.
Analysis:**

EastMain Planned Development Guide:

Planning Area 2 of the EastMain Planned Development (PD) Guide sets forth development standards for land uses, setbacks, maximum building height and architectural design.

Planning Area 2 of the EastMain PD allows a maximum building height of 40 feet. The concession and pump buildings will be 10 feet in height. The pump building will be 14 feet in height with garage space to store a Zamboni machine for resurfacing the ice ribbon. The band shell building stage roof is 24 feet in height at its apex. None of the buildings in Planning Area 2 will exceed the maximum building height as set forth in Planning Area 2 of the EastMain PD.

On April 4, 2016, Town Council amended the EastMain PD to allow for administrative determination of minimum building setback requirements. The pump and band shell buildings are being buffered by landscaping, sidewalk/plaza area and the library parking lot. On the west and north the dual purpose refrigeration/band shell and concession buildings are being buffered by landscaping, sidewalk, curb bump-outs, parking spaces and Pace Center Drive. The south boundary of the site is comprised of a landscaped plaza, public art and interactive water feature.

Staff has determined that the setbacks for the pump, concession and band shell buildings are appropriate given the centralized location of the park and adjacent buffers.

The EastMain PD requires architectural design within the Planning Area 2 Park/Plaza Area to be complementary to existing and proposed facilities surrounding the park.

Dark Iron Spot Smooth Brick Veneer is proposed as the principal material/color for the band shell, pump house and concession buildings. The band shell and pump house buildings are accented with Champagne Bronze Perforated Metal Wall panels to screen roof-top and ground utilities and to accommodate Zamboni unloading operations. All three buildings within the park incorporate Romantic Walnut soffit planks on the underside of exterior cantilevered roofs.

The materials and colors proposed for the three park buildings are consistent with the materials and color palette of the PACE Center. The wood plank soffits proposed for the park buildings are similar to the wood plank soffits used at Parker Town Hall. The champagne color metal panel systems proposed as accents on the band shell and pump buildings are comparable to the champagne color metal panel system proposed as a primary exterior material on the library building.

Staff has determined that the site design requirements and architectural standards of the EastMain PD Guide have been satisfied.

Parking:

The Land Development Ordinance requires an administrative determination of parking requirements for outdoor recreational activity land uses such as the Plaza on Main Park. The park will most likely experience peak parking demand during special events such as festivals and/or concerts.

There are 42 parking spaces provided along Pace Center Drive to the immediate west of the park and 163 parking spaces in the library parking lot to the immediate east of the park. Additional public parking is planned for Lots 1 and 4 of the EastMain PD. To the west of the park along the north side of Mainstreet to Pine Drive are 17 parallel parking spaces. Along the south side of Mainstreet from Pine Drive to the east of Pace Center Drive are 29 parallel parking spaces. The Pace Center parking lot to the southwest of the park is within reasonable walking distance to the park and consists of 257 parking spaces.

There are nine bicycle racks proposed within the park that can accommodate two bicycles each.

Staff finds that the 508 parking spaces adjacent to and within reasonable walking distance of the park are adequate to meet the parking needs of the park.

Access and Circulation:

The EastMain PD prescribes standards for vehicular, pedestrian and bicycle circulation with an emphasis on safety and efficiency.

The intersection of Pace Center Drive and East Mainstreet will be a fully-signalized intersection. The intersection of Pace Center Drive and Pine Drive will be a right-in right-out vehicular intersection. Pace Center Drive will bisect the lots of the EastMain PD from north to south and connect East Mainstreet and Pine Drive. Pace Center Drive will be a two-way street with angled vehicular parking spaces on the east and west sides of the street. A raised pedestrian table crossing is proposed at the midblock of Pace Center Drive to connect the park to the mixed-use development planned for Lot 4. Pedestrians will be able to enter and exit the park from several points along the sidewalk and plaza spaces framing the park.

Landscaping:

The EastMain PD sets forth landscape design principles that create public spaces that are attractive, interesting and comfortable for pedestrians.

The streetscape landscaping along Mainstreet will transition from street trees and shrubs to seat walled landscape beds as it intersects with Pace Center Drive. The streetscape landscaping at the Pace Center Drive intersection with Mainstreet delineates the street from the pedestrian area with a uniform landscape character of planter beds, seat walls, trees and shrubs. Trees and shrubs line the entirety of Pace Center Drive and the park creating an attractive internal streetscape landscaping. The park buildings, pedestrian gathering areas and amenities are adequately buffered with trees, shrubs and landscape planter beds.

A total of 50 trees and 911 shrubs are proposed for the park which exceeds the Land Development Ordinance minimum landscape requirements. The park features a centralized lawn in front of the band shell stage where patrons can gather to enjoy entertainment. In the winter the concrete ribbon around the lawn will convert to an ice skating ribbon. The band shell stage will be flanked on both sides by vertically landscaped bar-grate walls.

The park plan proposes variations in planted and hardscape materials to create visual interest and a comfortable pedestrian environment. An oversized ball and jacks public art display is proposed on the southwest portion of the Plaza on Main Park and is intermixed with landscaped planter areas and benches. A splash pad is proposed on the southeast portion of the site with several seating areas surrounding the splash pad. Fireplaces with seating areas are positioned around the ice ribbon and plaza.

The EastMain PD landscape design principles and minimum landscape requirements of the Land Development Ordinance are met with the Plaza on Main park plan.

Lighting:

The street pedestrian pole lights proposed along Pace Center Drive match the town standard pedestrian poles and light heads that are currently in Parker's downtown area. At grade LED up-lighting is proposed for the ball and jacks sculpture. Step lighting is proposed in the permanent seat walls in the southerly plaza and in the seat walls around the ice ribbon. Recessed down lighting is proposed in the roof soffits of the concessions and pump buildings. Theatrical luminaries will be used during band shell performances. The lighting proposed in the park meets the lighting standards of the Land Development Ordinance.

Drainage, Grading & Erosion Control:

Stormwater runoff from the developed site will flow west and south to infrastructure that will direct water to the regional detention pond located between Town Hall and the Pace Center. The stormwater outfalls from the regional detention pond flow into Sulphur Gulch. The Plaza on Main Park development complies with the Town of Parker Storm Drainage and Environmental Criteria Manual and the standards of the Urban Drainage and Flood Control District.

The construction plan set includes notes and details associated with all 29 of Parker's Construction Management Best Practice measures and comply with the Town's Storm Drainage and Environmental Criteria Manual standards.

Signage:

No signage is being approved with the site plan. A separate sign permit submittal is required for signs.

Section IV.

Referral Agency Comments:

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

Town of Parker Engineering Department:
Please provide signed and sealed conformance letter that includes drainage system flows.

Town of Parker Comprehensive Planning:
No comment

Town of Parker Economic Development:
No comment

Town of Parker IT:
No comment

Town of Parker Building Department:
Approved

Town of Parker Recreation Department:
No comment

Town of Parker Fire and Life Safety:
Approved

Town of Parker Police Department:
No comment

IREA:
No comment

Douglas County Planning:
No comment

Public Service Company of Colorado:

No comment

Centennial Airport:

No comment

Tri-County Health Department:

No comment

CDOT:

No comment

Urban Drainage and Flood Control:

No comment

RTD:

No comment

Cherry Creek Basin Water Quality Authority:

No comment

Town and County HOA:

No comment

Parker Water and Sanitation District:

Please address comments in March 14, 2016 letter as conditioned for approval.

Parker Vista HOA:

No comment

US Post Office:

No comment

Douglas County School District:

No comment

Comcast:

No comment

Douglas County Libraries:

No comment

CenturyLink:

No comment

Douglas County Assessor:

No comment

Town of Parker Parks and Recreation:

Approved

Section V.

Recommendation:

Staff recommends that the Planning Commission recommend that the Town Council approve the Mainstreet and Pine Marketplace Lot 3 Amendment 3 – Plaza on Main Park site plan subject to the four (4) conditions outlined in staff's report:

1. The site plans and landscape plans submitted to the Community Development Department on March 11, 2016, and reviewed by the Planning Commission on April 14, 2016 shall be the approved plans. **ANY ALTERATION, MODIFICATION, SUBSTITUTION, OR REVISION INCLUDING (BUT NOT LIMITED TO) COLORS, MATERIALS, BUILDING PLACEMENT, MASSING OR SITE ACCESS SHALL BE AT THE DISCRETION OF THE COMMUNITY DEVELOPMENT DIRECTOR, WHO RESERVES THE RIGHT TO REQUIRE SAID PROPOSED CHANGES TO BE REVIEWED AND APPROVED BY THE PLANNING COMMISSION.**

2. All items/issues identified in the Parker Water and Sanitation District's letter dated March 14, 2016 must be satisfied prior to the issuance of the site's grading permit.
3. **THIS APPROVAL SHALL EXPIRE SIX (6) MONTHS AFTER THE DATE OF APPROVAL UNLESS BUILDING PERMITS HAVE BEEN ISSUED AND CONSTRUCTION HAS COMMENCED.** The Community Development Director, upon written request, may grant a ninety-(90) day extension.
4. This approval **DOES NOT** include signage. A separate sign permit is required from the Community Development Department. The applicant shall also contact the Community Development Department regarding sign permit requirements.

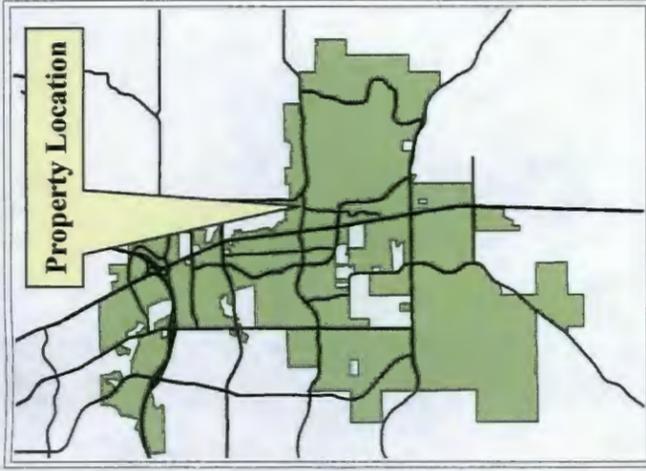
Section VI.
Attachments:

1. Vicinity Map
2. Plaza on Main Park Site Plan Set
3. Referral Agency Comments

Section VII.
Proposed Motion(s):

"I move the Planning Commission recommend that the Town Council approve the Mainstreet and Pine Marketplace Lot 3 Amendment 3 Plaza on Main park site plan subject to the four (4) conditions outlined in staff's report."

Mainstreet and Pine Marketplace Plaza on Main Park Site Plan



Legend

- Site
- Town Boundary
- Parcels

Mainstreet and Pine Marketplace Lot 3
 Amendment 3 -
 Site Plan - Planning Case
 No. SP15-0026

Planner: Ryan McGee
 PC Date: April 14, 2016
 TC Date: April 18, 2016



**AndersonMasonDale
Architects**

THE PLAZA ON MAIN

NARRATIVE

The Town of Parker is building a new 1.4 acre public park and plaza next to the new Douglas County Library and across the street from the PACE Center at the corner of Mainstreet and North Pine Drive. The principal concept of "The Plaza on Main" is to be a four-season destination and complement to this burgeoning cultural district. The park gracefully intertwines a large water feature and splash pad fountain, a 350 foot-long ice skating ribbon, an outdoor band shell intended for all-season performances, and a multitude of trees, plantings, seat walls and benches. Three new stock contemporary yet timeless pavilions will support these programs. The material palette will be rich and durable, employing dark transport brick veneer, high density plank soffit, decorative concrete, and glass. The park will also be home to a newly commissioned public art project. Total project costs are approximately \$9 million. Construction will begin in Spring 2016. The park will be open for visitors by fall of 2016.

SHEET INDEX

- 1 SITE PLAN
- 2 PLANTING PLAN
- 3 CONCESSION BUILDING ELEVATIONS
- 4 PUMP BUILDING ELEVATIONS
- 5 BAND SHELL ELEVATIONS
- 6 BAND SHELL ELEVATIONS
- 7 SITE LIGHTING PLAN
- 8 SITE PHOTOMETRIC PLAN

SITE PLAN SUBMITTAL

SITE PLAN SUBMITTAL APRIL 1, 2016

Client
 The Board of Park
 Commissioners
 1700 Broadway
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Architect
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Technology and Security
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 1700 Broadway, Suite 400
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 Telephone: 303.733.1111
 Fax: 303.733.1112

Site
 SITE PLAN SUBMITTAL

Date
 APRIL 1, 2018

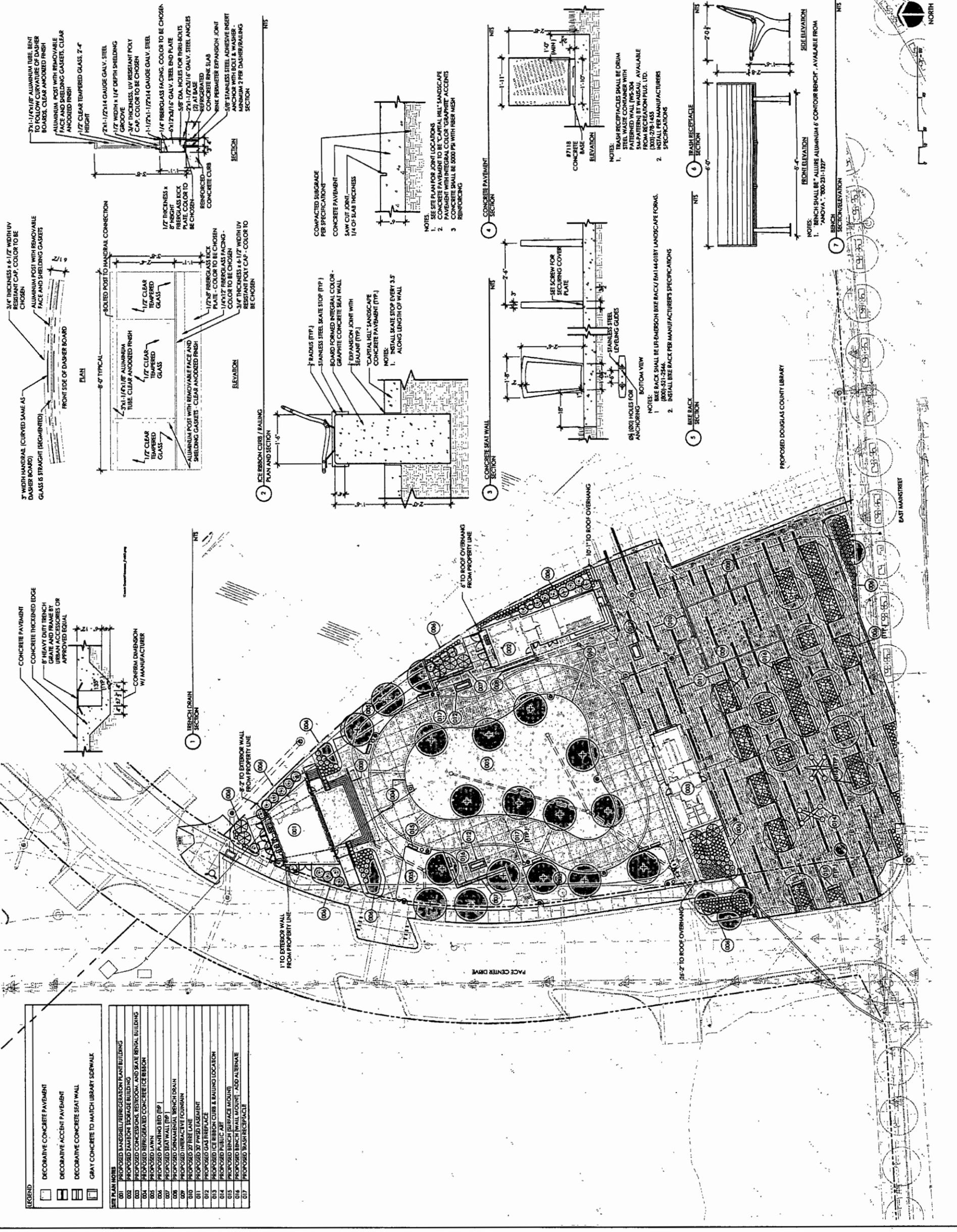
Project Number
 18-020

Drawn By
 TAO

Reviewed By
 DP

Approved By
 [Signature]

SITE PLAN

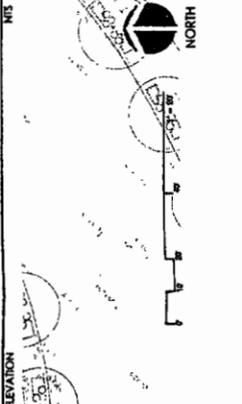
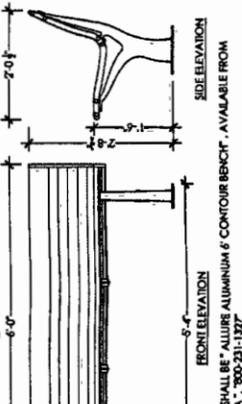
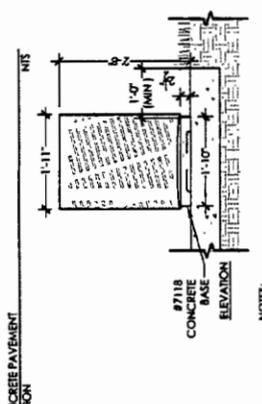
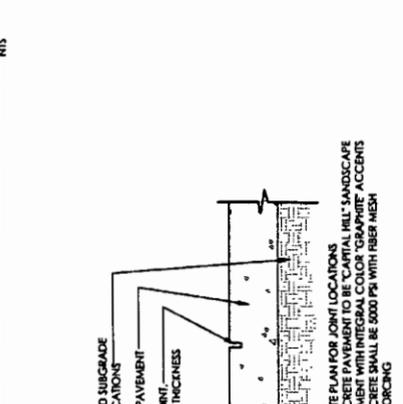
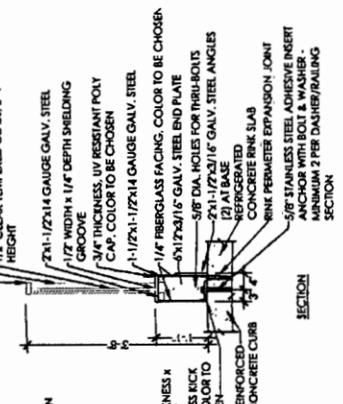
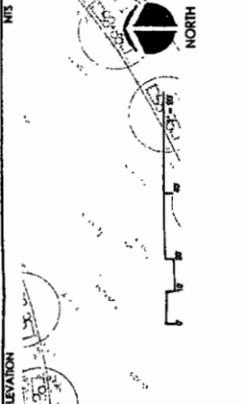
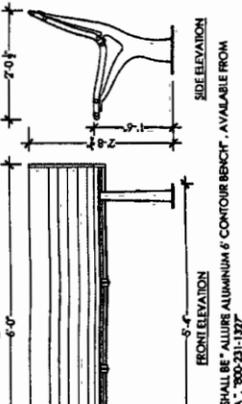
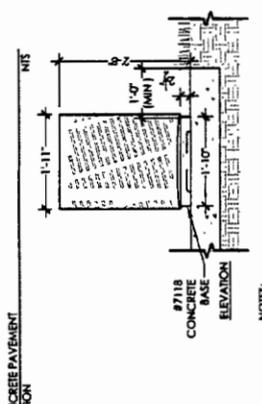
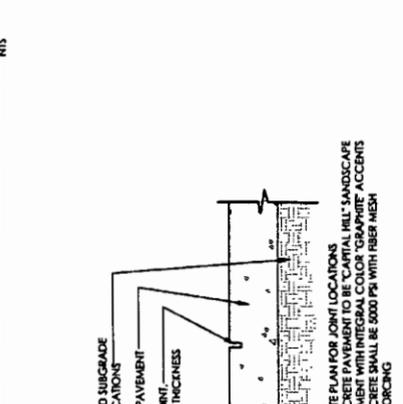
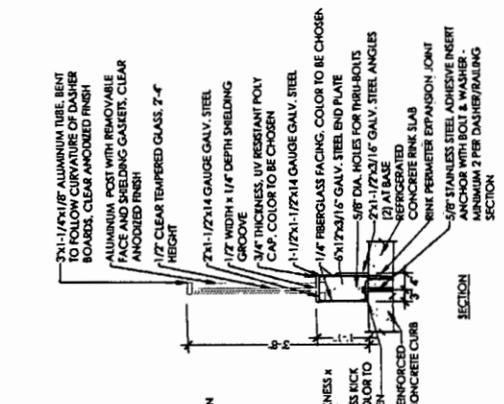
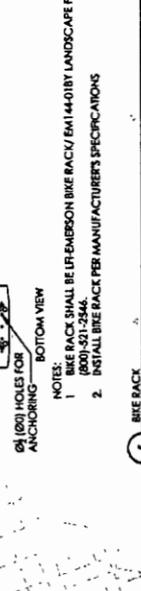
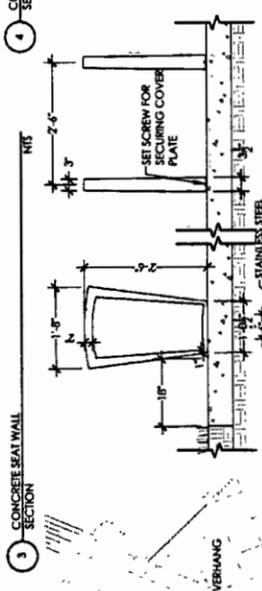
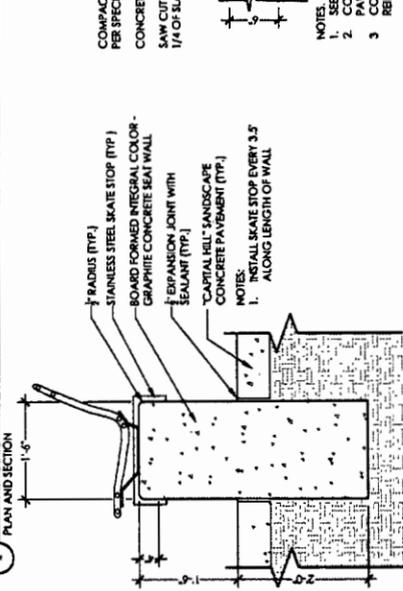
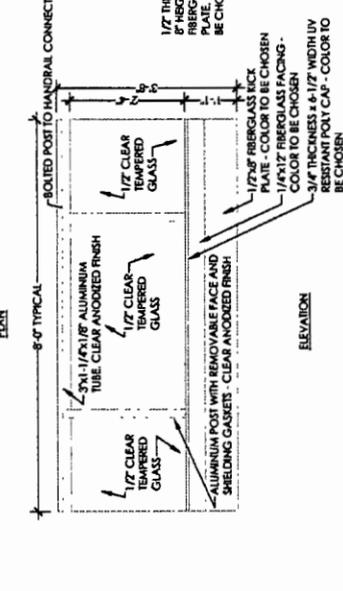
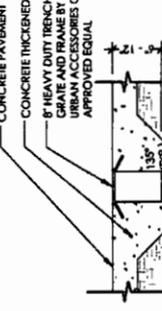


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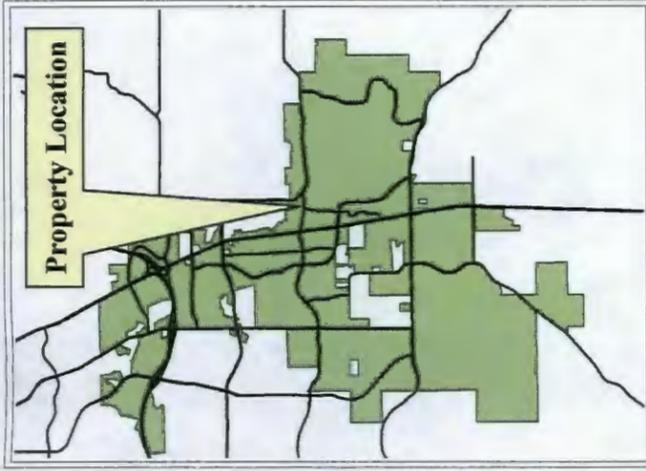
- DECORATIVE CONCRETE PAVEMENT
- DECORATIVE ACCENT PAVEMENT
- DECORATIVE CONCRETE SEAT WALL
- GRAY CONCRETE TO MATCH LIBRARY SIDEWALK

SITE PLAN NOTES

- 001 PROPOSED HANDSHELL/RECREATION PLANT BUILDING
- 002 PROPOSED TAMBORN TORRAGE BUILDING
- 003 PROPOSED CONCESSIONS, RESTROOM, AND SEAT BENCH BUILDING
- 004 PROPOSED REINFORCED CONCRETE ICE RIBBON
- 005 PROPOSED LAWN
- 006 PROPOSED PAVING BED (TP)
- 007 PROPOSED BENCH WITH BENCH DRAIN
- 008 PROPOSED URBAN FOUNTAIN
- 009 PROPOSED TREE LAKE
- 010 PROPOSED STAIRCASE
- 011 PROPOSED GAS REPLACEMENT
- 012 PROPOSED ICE RIBBON CURB & BAILING LOCATION
- 013 PROPOSED BENCH (SURFACE MOUNT)
- 014 PROPOSED BENCH (WALL MOUNT) ADD ALTERNATE
- 015 PROPOSED BENCH (WALL MOUNT) ADD ALTERNATE
- 016 PROPOSED BENCH (WALL MOUNT) ADD ALTERNATE
- 017 PROPOSED BENCH RECEPTACLE



Mainstreet and Pine Marketplace Plaza on Main Park Site Plan



Legend

- Site
- Town Boundary
- Parcels

Mainstreet and Pine Marketplace Lot 3
 Amendment 3 -
 Site Plan - Planning Case
 No. SP15-0026

Planner: Ryan McGee
 PC Date: April 14, 2016
 TC Date: April 18, 2016



AndersonMasonDale
Architects

THE PLAZA ON MAIN

NARRATIVE

The Town of Parker is building a new 1.4 acre public park and plaza next to the new Douglas County Library and across the street from the PACE Center at the corner of Mainstreet and North Pine Drive. The principal concept of "The Plaza on Main" is to be a four-season destination and complement to this burgeoning cultural district. The park gracefully intertwines a large water feature and splash pad fountain, a 350 foot-long ice skating ribbon, an outdoor band shell intended for all-season performances, and a multitude of trees, plantings, seat walls and benches. Three new stock contemporary yet timeless pavilions will support these programs. The material palette will be rich and durable, employing dark transport brick veneer, high density plank soffit, decorative concrete, and glass. The park will also be home to a newly commissioned public art project. Total project costs are approximately \$9 million. Construction will begin in Spring 2016. The park will be open for visitors by fall of 2016.

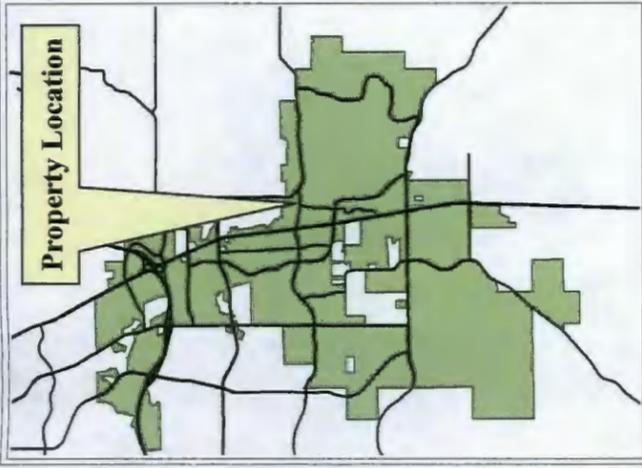
SHEET INDEX

- 1 SITE PLAN
- 2 PLANTING PLAN
- 3 CONCESSION BUILDING ELEVATIONS
- 4 PUMP BUILDING ELEVATIONS
- 5 BAND SHELL ELEVATIONS
- 6 BAND SHELL ELEVATIONS
- 7 SITE LIGHTING PLAN
- 8 SITE PHOTOMETRIC PLAN

SITE PLAN SUBMITTAL

SITE PLAN SUBMITTAL APRIL 1, 2016

Mainstreet and Pine Marketplace Plaza on Main Park Site Plan

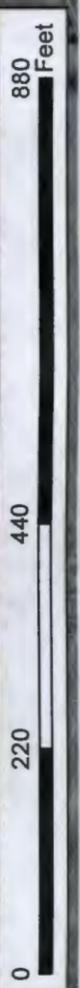


Legend

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Architects**

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- 8 SITE PHOTOMETRIC PLAN

SITE PLAN SUBMITTAL

SITE PLAN SUBMITTAL

APRIL 1, 2016

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 The Board of Park
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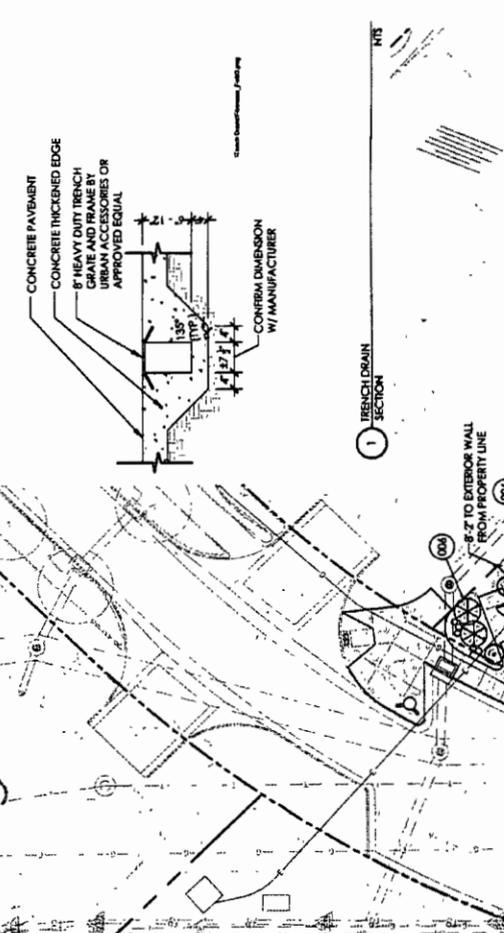
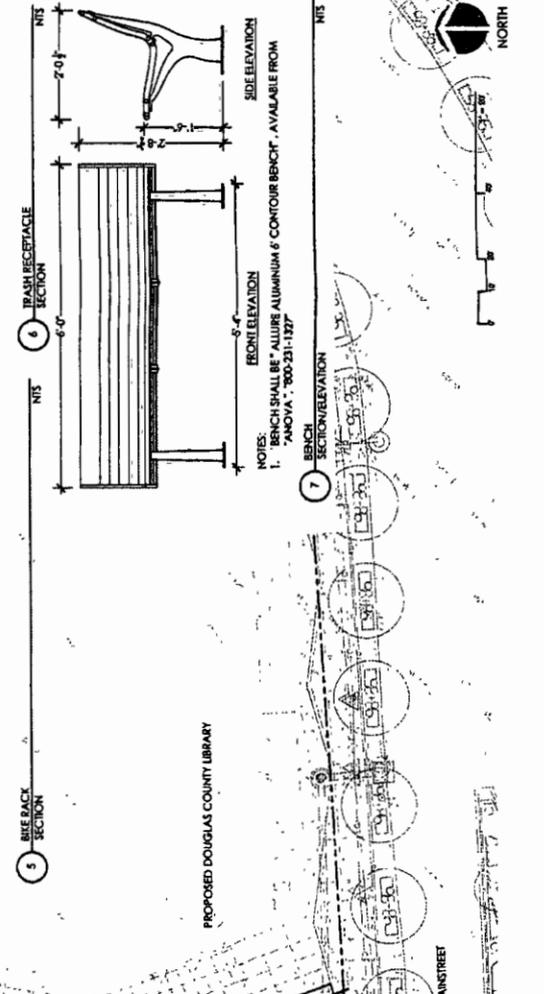
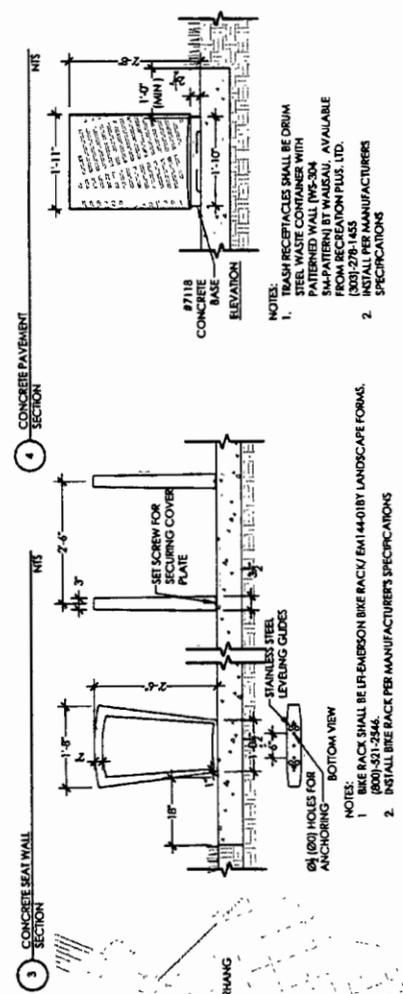
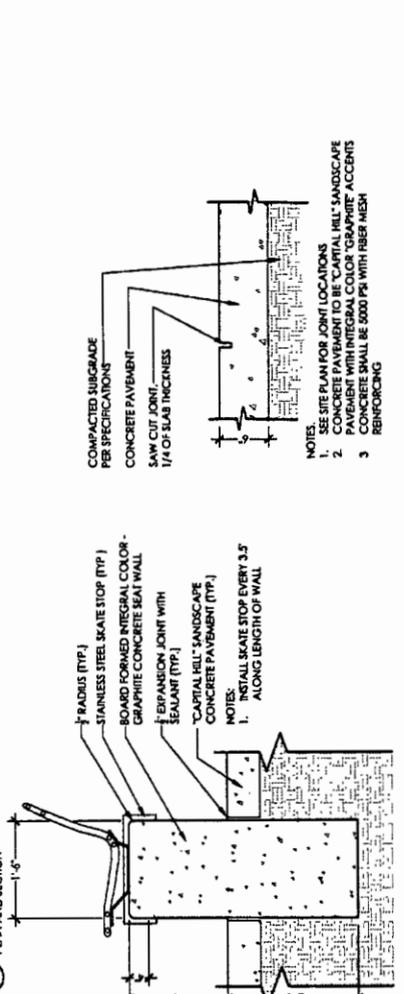
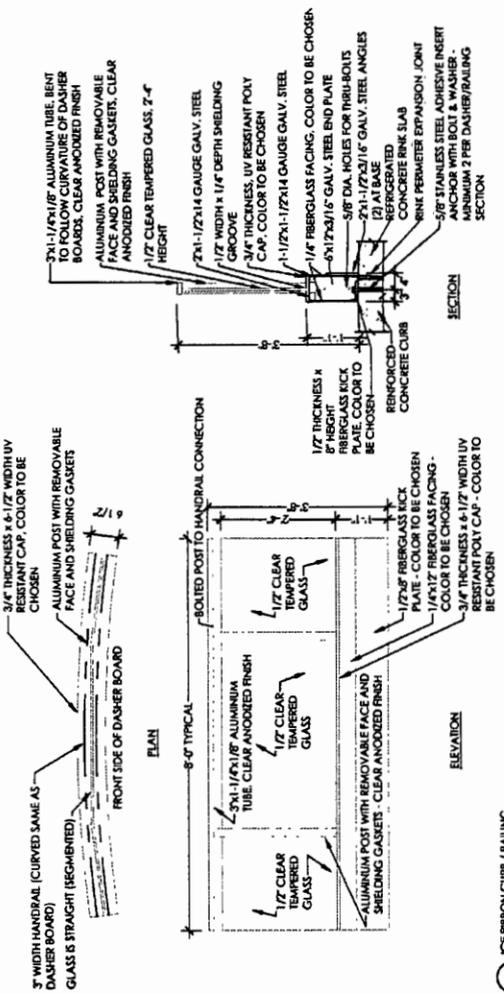
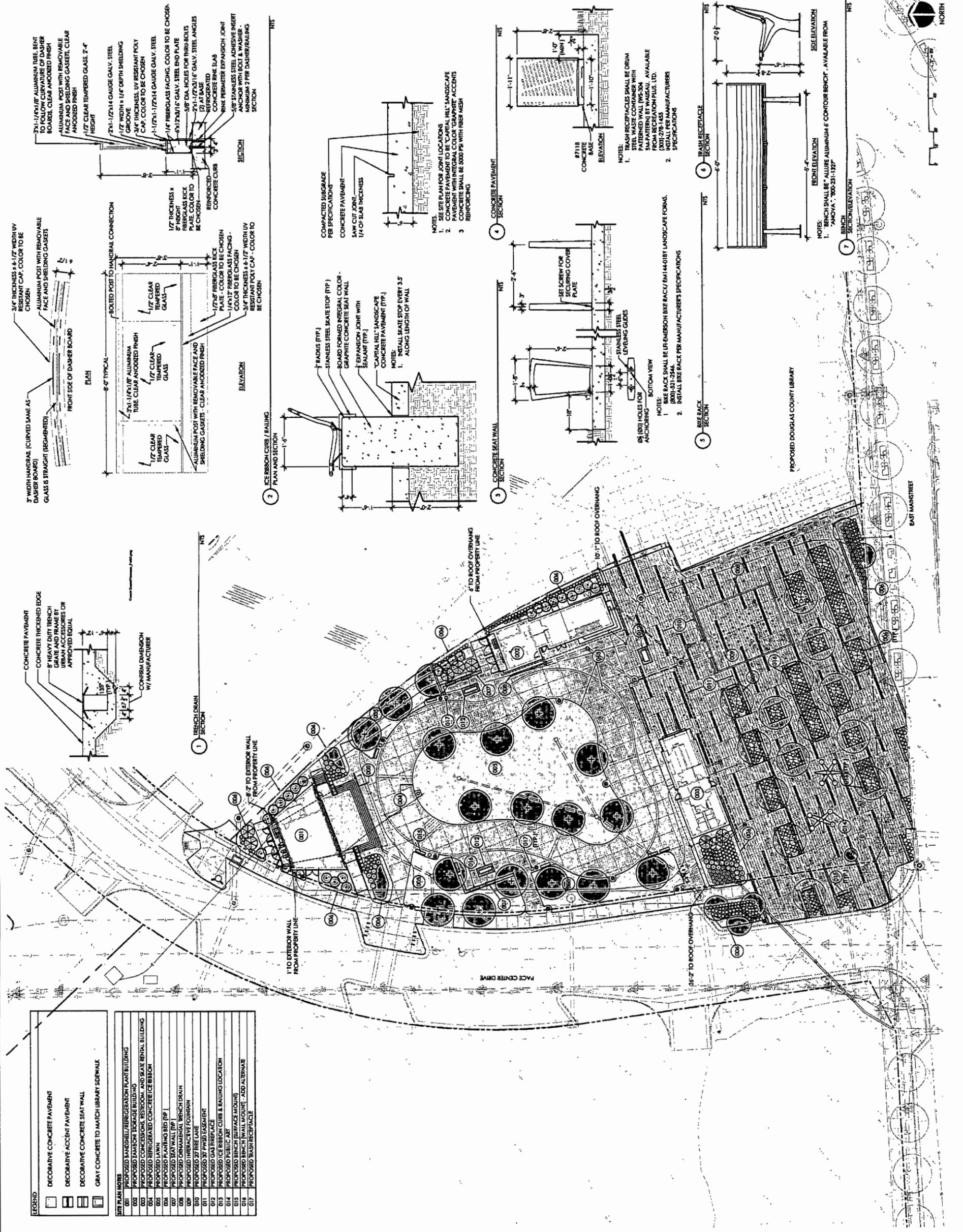
MEP:
 SOCE Group
 5400 West 9th
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Site: SITE PLAN SUBMITTAL
Date: APRIL 1, 2018

Project Number: 18-020
Drawn By: TD
Checked By: DP
Approved By: [Signature]



LEGEND	DESCRIPTION
[Symbol]	DECORATIVE CONCRETE PAVEMENT
[Symbol]	DECORATIVE ACCENT PAVEMENT
[Symbol]	DECORATIVE CONCRETE SEAT WALL
[Symbol]	GRAY CONCRETE TO MATCH LIBRARY SIDEWALK

SITE PLAN NOTES
001 PROPOSED SANDSHELL/RECREATION PLANT BUILDING
002 PROPOSED TAMBORN TORRAGE BUILDING
003 PROPOSED CONCESSIONS, RESTROOM, AND SEAT RENTAL BUILDING
004 PROPOSED REINFORCED CONCRETE ICE RIBBON
005 PROPOSED LAWN
006 PROPOSED PARKING BED (RYP)
007 PROPOSED BENCH WITH BENCH DRAIN
008 PROPOSED URBAN ART FOUNTAIN
009 PROPOSED TREE LAKE
010 PROPOSED SEATED BENCH
011 PROPOSED GAS REFILLAGE
012 PROPOSED ICE RIBBON CURB & RAILING LOCATION
013 PROPOSED BENCH (SURFACE MOUNT)
014 PROPOSED BENCH (WALL MOUNT) - ADD ALTERNATE
015 PROPOSED BENCH (WALL MOUNT) - ADD ALTERNATE
016 PROPOSED BENCH (WALL MOUNT) - ADD ALTERNATE
017 PROPOSED TRASH RECEPTACLE

The Plaza on Main
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Owner
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Adaptive Engineering Inc.
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Pueblo, Colorado 81018
Telephone: 303-572-7597
Fax: 303-572-7597

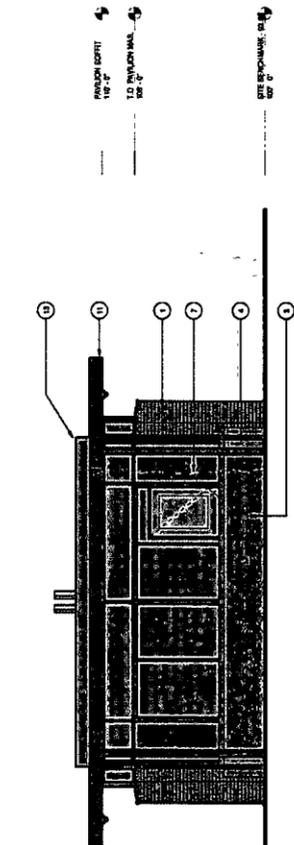
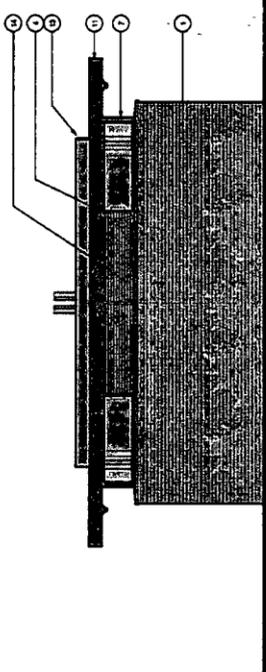
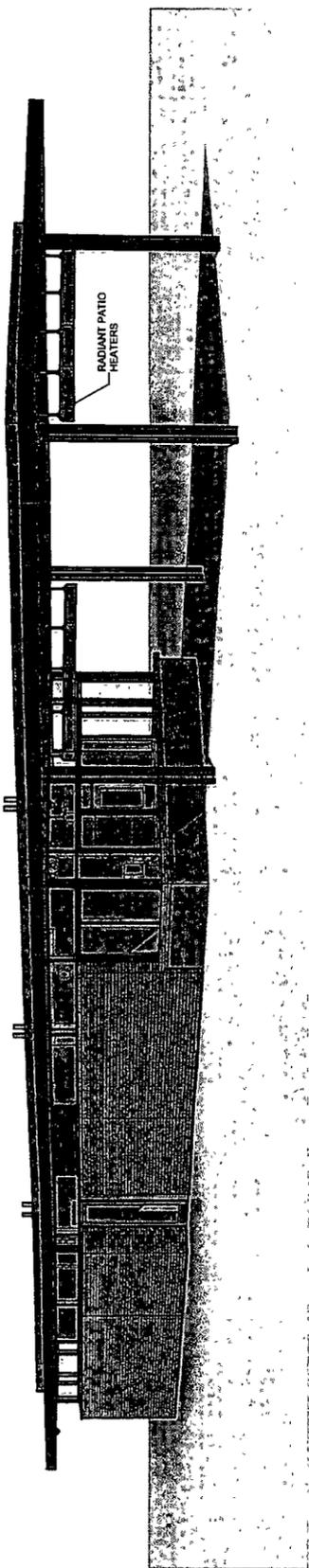
Technology and Security
Remick Group
1000 West Alameda, Suite 400
Pueblo, Colorado 81018
Telephone: 303-535-1112
Fax: 303-535-1112

Issue: APRIL 1, 2018
Date: SITE PLAN SUBMITTAL

Project Number: 15-075
Drawn By: AMO
Reviewed By: JT
Approved By: DP

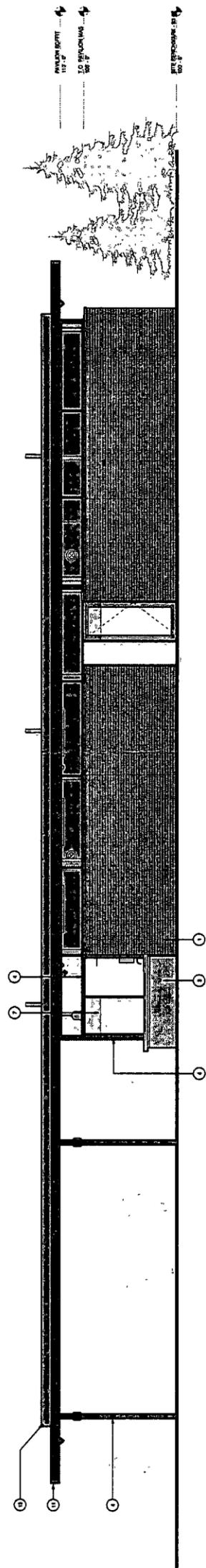
FINISH LEGEND

- 1 Brick Veneer - Masonry - Norman Matched 1/8 Running Bond - Dark Iron Spot Smooth with Dark Grey Grout
- 2 Clear Glass - 1/2" x 1/8" Clear
- 3 Solid Formed Concrete
- 4 Dark Bronze Aluminum Sash/Frame and Trim with Bronze High Performance Coating at Columns, Casings and Frames
- 5 Champagne Gold High Performance Coating at Hollow Metal Doors
- 6 Solid Phenolic Panel (Tropia Mission) - Natural Stone
- 7 Clear Glazing - 1" Insulated Unit
- 8 Aluminum Bar Grate (Plating) Trills
- 9 Perforated Pre-Formed Metal Wall Panel - Champagne Gold
- 10 Solid Phenolic Panel Finishes (Tropia Mission) - Black
- 11 Solid Phenolic Panel Soffit - (Tropia Pure) - Phenolic Walnut
- 12 Grey TPO Roofing with Color Match Awn. Flashing
- 13 Mechanical Louvers - Dark Bronze Matches Sash/Frame
- 14 Illuminated Signage with Owner Provided Graphics

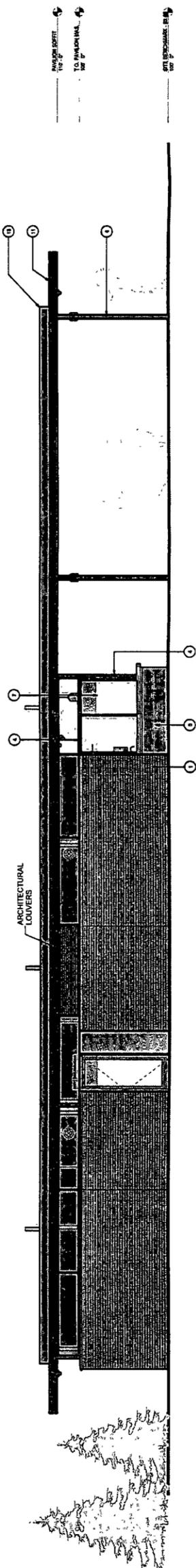


CONCESSION - WEST ELEVATION
1/8\"/>

CONCESSION - EAST ELEVATION
1/8\"/>



CONCESSION - NORTH ELEVATION
1/8\"/>



CONCESSION - SOUTH ELEVATION
1/8\"/>

The Plaza on Main
20115 East Montview
Parkville, CO 80138

FINISH LEGEND

- 1 Brick Veneer Masonry - Normal Modified L/S Running Bond. Dark Iron Spool Smooth with Dark Gray Grout
- 2 Solid Phenolic Panel (Trapezoidal Masonry) - Titanium Silver
- 3 Clear Glazing - 1" Insulated Unit
- 4 American Bar Glass (Prestige Trade)
- 5 Personalized Pre-finished Metal Wall Panel (Champagne Gold)
- 6 Dry TPO Roofing with Color Match Alum. Flashing
- 7 Mechanical Louver, Dark Bronze Machine Stainless
- 8 Illuminated Signage with Owner Provided Graphics
- 9 Solid Phenolic Panel (Trapezoidal Masonry) - Black
- 10 Solid Phenolic Panel (Trapezoidal Masonry) - Titanium Silver
- 11 Clear Glazing - 1" Insulated Unit
- 12 American Bar Glass (Prestige Trade)
- 13 Personalized Pre-finished Metal Wall Panel (Champagne Gold)
- 14 Dry TPO Roofing with Color Match Alum. Flashing
- 15 Mechanical Louver, Dark Bronze Machine Stainless
- 16 Illuminated Signage with Owner Provided Graphics

Owner
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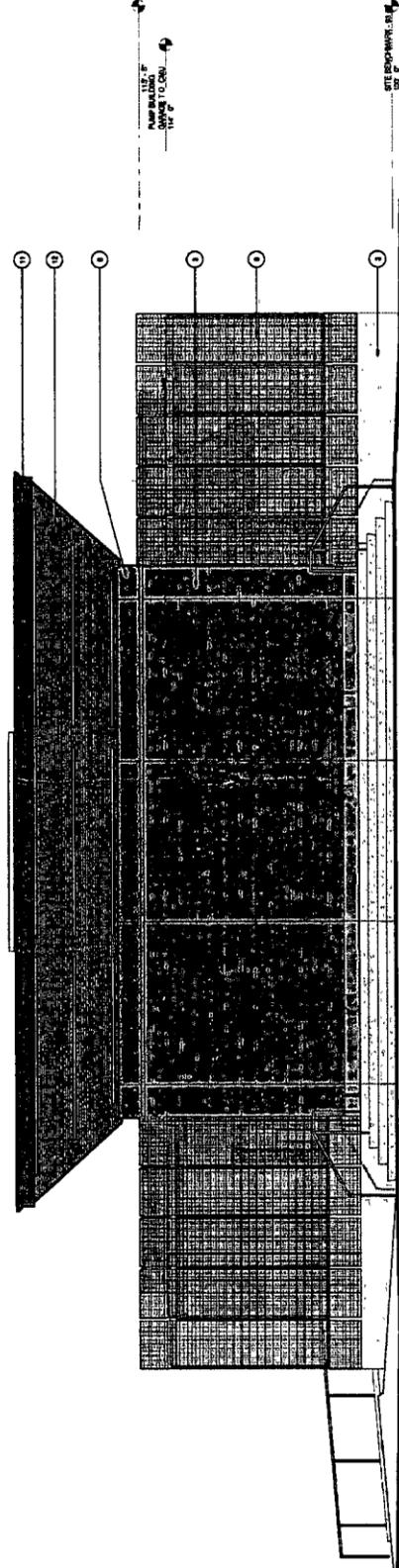
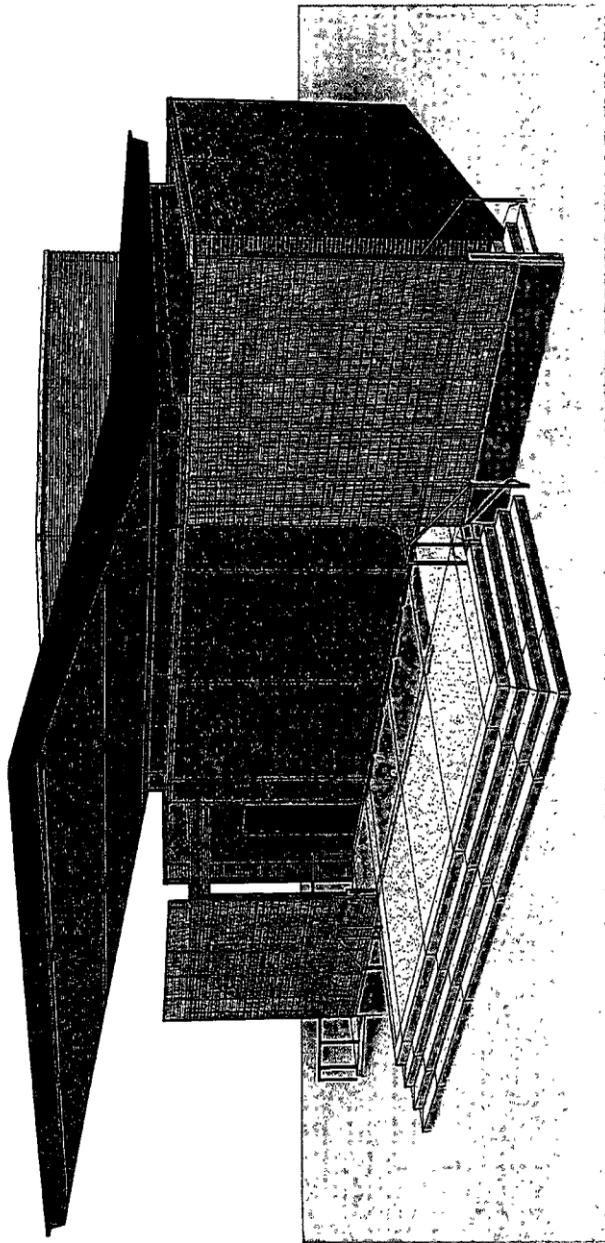
MEP
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FAX: 303-425-1700

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FAX: 303-294-7297

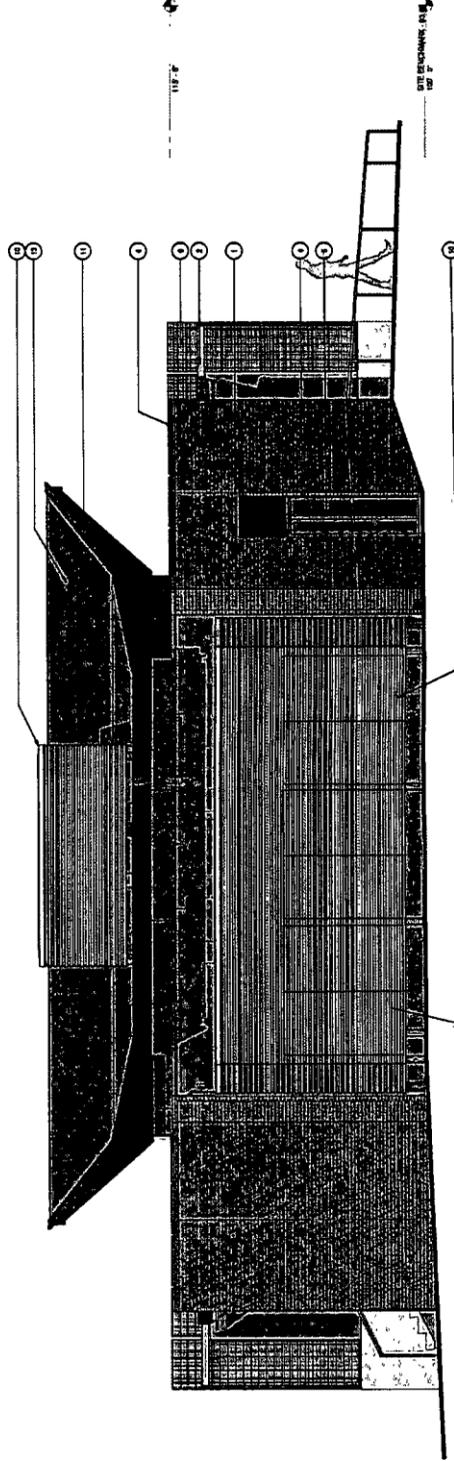
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Telephone: 303-294-1112
FAX: 303-294-1112

Project Number: 15-075
Drawn By: AMO
Reviewed By: JT
Approved By: DP

Issue: SITE PLAN SUBMITTAL
Date: APRIL 1, 2018



BAND SHELL - SOUTH ELEVATION

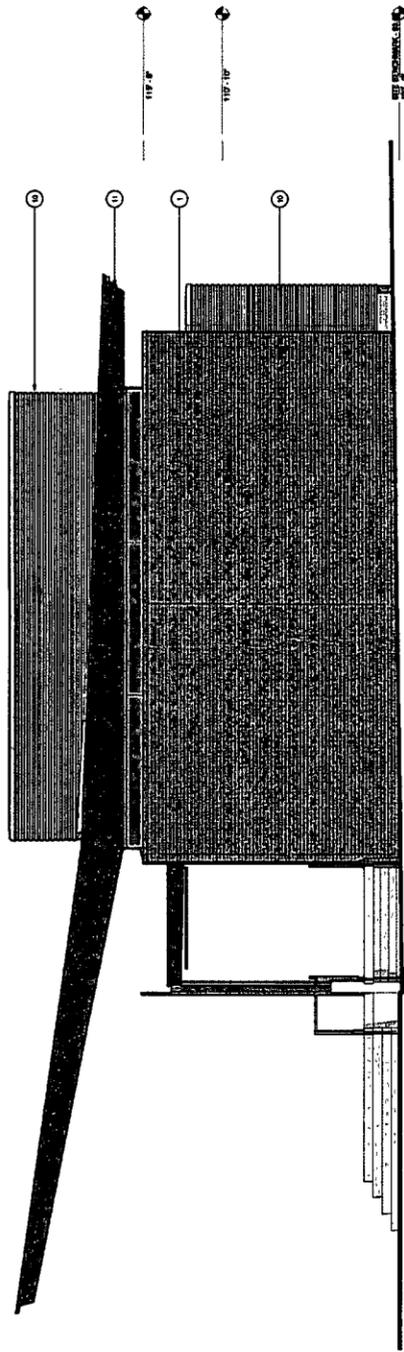
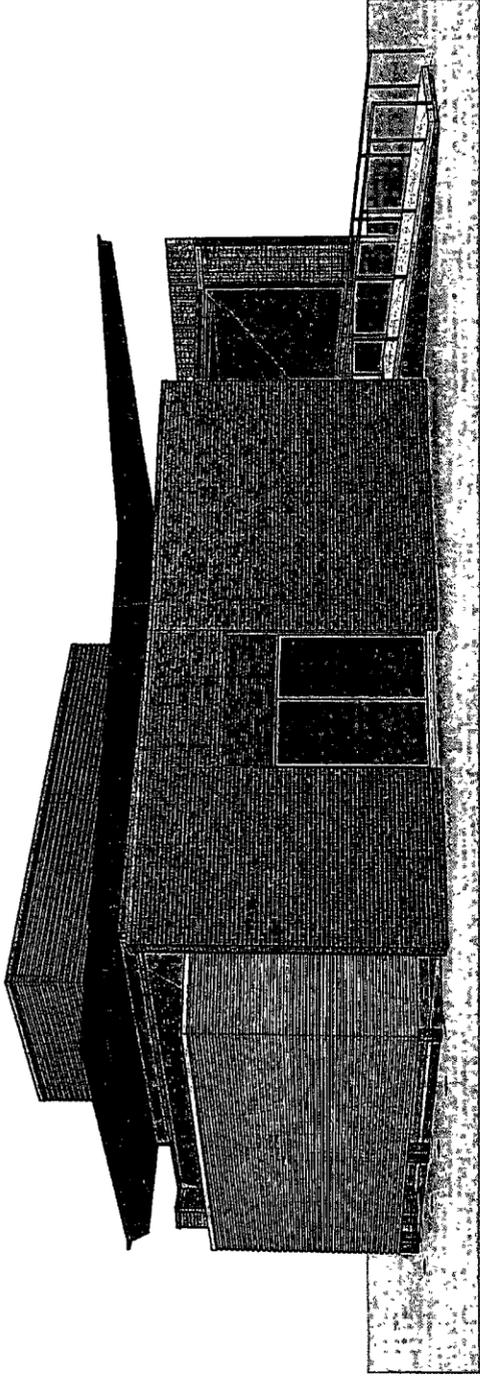


BAND SHELL - NORTH ELEVATION

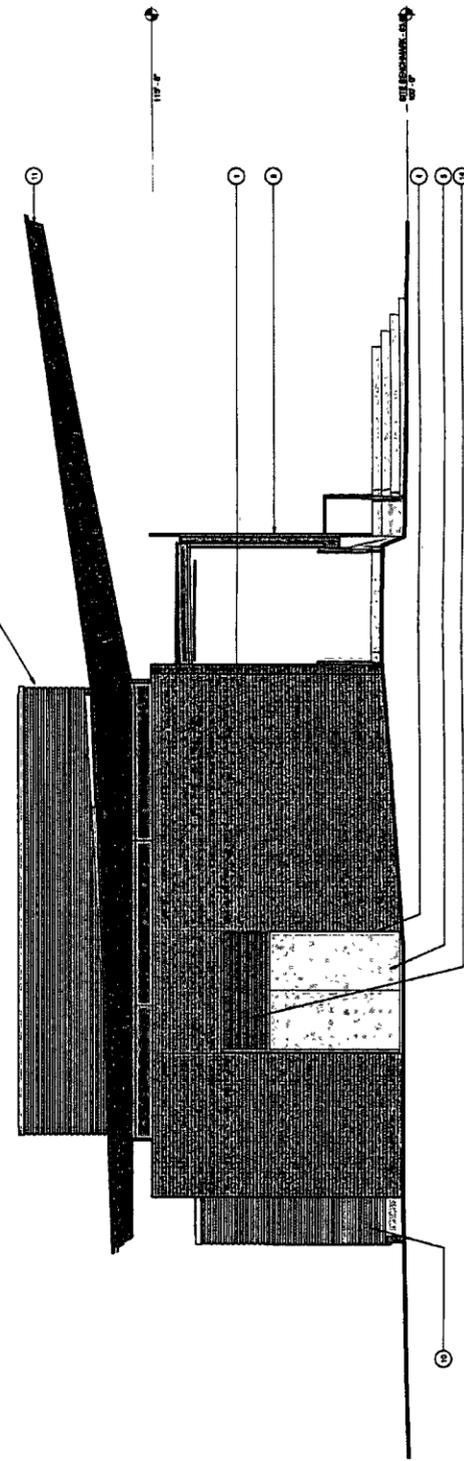
THIS GATE MAY NEED TO BE APPROVED BY THE CITY OF DENVER FOR METER ACCESS

FINISH LEGEND

- 1 Black Veneer Masonry - Norman Modified 1/2 Running Bond. Dark Iron Spot Smooth with Dark Gray Grout Mortar
- 2 Solid Face CMU - 8" x 16" back
- 3 Cast-in-place concrete
- 4 Solid Formed Concrete
- 5 Dark Bronze Aluminum Sashboard and Trim
- 6 Dark Bronze High Performance Coating @ Columns, Coping and Frames
- 7 Champagne Gold High Performance Coating @ Hollow Metal Doors
- 8 Solid Phenolic Panel (Tregas Memory) - Titanium Gray
- 9 Clear Coating - 1" Insulated Unit
- 10 Aluminum Bar Grate (Rearing Trade)
- 11 Perforated Pre-Formed Metal Wall Panel
- 12 Champagne Gold
- 13 Solid Phenolic Panel Facade (Tregas Memory) - Black
- 14 Solid Phenolic Panel Soffit (Tregas Pure) - Titanium Water
- 15 Gray TPO Roofing with Color Match Alum. Flashing
- 16 Mechanical Lower, Dark Bronze Matches Sashboard
- 17 Illuminated Signage with Owner Provided Graphics



BAND SHELL - EAST ELEVATION



BAND SHELL - WEST ELEVATION

The Plaza on Main

30115 East Montview
Parker, CO 80138

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FAX: 719.535.1122

Revision: **SITE PLAN SUBMITTAL** Date: **APRIL 1, 2018**

Project Number: 15-075
Drawn By: AMO
Reviewed By: JT
Approved By: LP

March 14, 2016

Mr. Ryan McGee
Town of Parker
20120 E Mainstreet
Parker CO 80138

Re: Mainstreet & Pine Marketplace AMD2 L3 #SP15-0026 .
Park/Plaza
Site Plan 3rd Referral
PWSD Project #2015-038

Dear Mr. McGee:

Thank you for forwarding the referral request for the above mentioned project. After a review of the documents submitted, the Parker Water & Sanitation District has the following comments:

- The 12" storm line, the Northern part of the Spray Garden and the proposed trees encroaching into PWSD's 30' easement will need to have a licenses agreement (LIC agreement is attached in Etrakit).
- As requested in the previous comment letter curb stop valves must be called out at the edge of the easement line for each proposed water service line in the Overall Utility Plan and the Plan and Profile sheets. Fitting bends as called out in the plans on sheet 4 Construction Notes are not necessary for the 1 ½" and 1" service lines, the copper can deflect without fittings.
- Please callout in the Overall Utility Plan and Plan and Profile sheets 4' concrete knockouts for all water service curb stop valves placed in concrete.
- On sheet 5 and 6 PWSD does not allow sanitary sewer service lines to be called out above potable water lines like the proposed spray garden piping. Please revise plans to show the sanitary sewer service lines running under the spray garden lines encasement may be necessary.
- Please callout double cleanouts on each sanitary sewer service line before it enters each structure.
- On sheets 3, 5 and 6 please callout SMH 01 as, "private sanitary sewer". Please add a note to plans that states the SMH 01 cover shall be marked, Private Sanitary Sewer.
- Please note, all sanitary sewer service lines are private. The owner is responsible for all maintenance and repairs on sanitary sewer service lines.
- Please add water details sheets, **43, 51 and 67**
- Tap fees, engineering fees (\$2,000.00 minimum), and irrigation inspection fees will be required to be paid before PWSD plan approval. Invoice will be generated once we receive the building addresses.

- Submit the plumbing plans for the building(s) and water feature for verification and calculation of tap size (include engineer's fixture count worksheet). The District uses the 2009 IPC for sizing water taps.
- Mylars for signature shall be submitted to PWSO for final signature once above comments have been addressed.
- On the next referral please submit a formal response letter addressing the above comments.

Please let us know if you have any question on the above comments. We look forward to the final submittal on this project.

Sincerely,
Parker Water & Sanitation District


Drayton Sanderson
Engineering Technician

PWSO



CENTENNIAL AIRPORT
ARAPAHOE COUNTY PUBLIC AIRPORT AUTHORITY

7800 South Peoria Street, Unit G1
Englewood, Colorado 80112
main: 303.790.0598
fax: 303.790.2129
www.centennialairport.com

March 14, 2016

Mr. Ryan McGee
Town of Parker, Colorado Community Development Department
20120 East Mainstreet
Parker, CO 80138

Re: MAINSTREET AND PINE MARKETPLACE; SP15-0026.

Dear Mr. McGee,

Thank you for the opportunity to review the Site Plan. We have the following comments to make on the project:

- The proposed development lies approximately 5.3 miles from the nearest runway at Centennial Airport and near the Airport Influence Area (AIA). This location will be subjected to numerous aircraft overflights and their associated effects. These effects include, but are not limited to: noise, smoke, dust, fumes and vibrations. An aviation easement is recommended for development within the AIA.
- Any objects on the site (including cranes used during construction) that penetrate a 100:1 slope from the nearest point of the nearest runway will require filing and approval of FAA Form 7460-1. This form may take 90 days or more for approval. <https://oeaaa.faa.gov> for more information and to file FAA Form 7460-1. **Please note that this is a State and Federal regulatory requirement.** Runway endpoint data is available from the Airport for engineering calculations.

Please feel free to call me if you have any questions.

Sincerely,

Aaron Repp
Noise & Environmental Specialist



Right of Way & Permits

1123 West 3rd Avenue
Denver, Colorado 80223
Telephone: 303.571.3306
Facsimile: 303. 571.3524
donna.l.george@xcelenergy.com

February 9, 2016

Town of Parker Community Development Department
20120 E. Mainstreet
Parker, CO 80138

Attn: Ryan McGee

Re: Mainstreet and Pine Marketplace AMD2 L3 - 2nd referral, Case # SP15-0026

Public Service Company of Colorado's (PSCo) Right of Way & Permits Referral Desk has reviewed the second referral plans for **Mainstreet and Pine Marketplace AMD2 L3**. The property owner/developer/contractor must contact the **Builder's Call Line at 1-800-628-2121** and complete the application process for any new gas service or modification to existing facilities. This includes the existing gas main located within the Mainstreet right-of-way, which PSCo requests be shown on the plans. It is then the responsibility of the developer to contact the Designer assigned to the project for approval of design details. Additional easements may need to be acquired by separate document for new facilities.

As a safety precaution, PSCo would like to remind the developer to call the **Utility Notification Center, at 1-800-922-1987** to have all utilities located prior to any construction.

If you have any questions about this referral response, please contact me at (303) 571-3306.

Donna George
Contract Right of Way Referral Processor
Public Service Company of Colorado



February 3, 2016

Ryan McGee
Town of Parker
Community Development Department
20120 East Mainstreet
Parker, CO 80138

RE: Mainstreet and Pine Marketplace AMD2 L3
Case No. SP15-0026
TCHD Case No. 3776

Dear Mr. McGee:

Thank you for the opportunity to review and comment on the Site Plan for Mainstreet and Pine Marketplace located west of a proposed Douglas County Library site and east of the proposed Pace Center Drive. Tri-County Health Department (TCHD) staff has reviewed the application for compliance with applicable public and environmental health regulations and principles of healthy community design. After reviewing the application, TCHD has the following comments.

Community Design for Physical Activity

Because chronic diseases related to physical inactivity and obesity now rank among the country's greatest public health risks, TCHD encourages community designs that make it easy for people to include regular physical activity, such as walking and bicycling, in their daily routines. At the project site level, TCHD encourages applicants to incorporate pedestrian and bicycle amenities that support the use of a broader pedestrian and bicycle network.

TCHD commends the applicant for proposing an ice rink as it will provide opportunities for physical activity.

Sun Safety

Skin cancer is the most common cancer in the United States. Colorado has the 5th highest death rate from melanoma, the most deadly form of skin cancer. A leading risk factor for skin cancer is exposure to ultraviolet rays (UV) from the sun. Seeking shade when outside is one of the best ways to prevent overexposure to UV rays. Early incorporation of sun safety concepts into the design optimizes the opportunity for patrons and employees to shield themselves from the sun and reduce their risk of skin cancer.

TCHD commends the applicant for including shade structures in their plan.

Mainstreet and Pine Marketplace AMD2 L3, SP15-0026
February 3, 2016
Page 2 of 2

Food Service

The applicant indicates that there will be a concession stand on the site. Plans for all new and remodeled retail food establishments must be reviewed by Tri-County Health Department (TCHD) for compliance with Colorado Retail Food Establishment Rules and Regulations and approved by the Department before start of construction. We recommend that the Town of Parker require the plan review and approval be completed before issuing a building permit. The applicant shall call TCHD's Plan Review Hotline, at our Administrative Office at (303) 846-6230, regarding requirements for and scheduling a plan review. Instructions for opening a retail food establishment can be found on line at TCHD's web site at http://www.tchd.org/pdfs/how_to_open_food_est.pdf.

Please feel free to contact me at (720) 200-1585 or lbroten@tchd.org if you have any questions regarding TCHD's comments.

Sincerely,



Laurel Broten, MPH
Land Use and Built Environment Specialist
Tri-County Health Department

CC: Sheila Lynch, Keith Homersham, TCHD



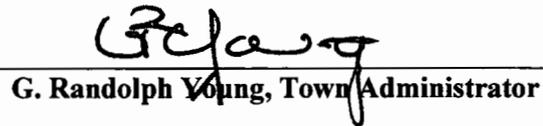
ITEM NO: 8C
DATE: 04/18/2016

REQUEST FOR TOWN COUNCIL ACTION

TITLE: DRANSFELDT PLACE SUBDIVISION LOTS 8 and 10 – Use by Special Review

- | | |
|--|--|
| <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 checked="" type="checkbox"/> MOTION | <input type="checkbox"/> RESOLUTION |


John Fussa, Community Development Director


G. Randolph Young, Town Administrator

ISSUE:

The applicant, Todd Wright, has applied for a Use by Special Review to allow a mini- storage warehouse on Lot 8 and an indoor recreational vehicle storage facility on Lot 10 of the Dransfeldt Place Subdivison. The Dransfeldt Place Planned Development Guide designates mini-storage warehouses including recreational vehicle storage land uses as a Use by Special Review.

PRIOR ACTION:

On April 6, 2015, Town Council approved Ordinance No. 3.312 suspending applications for the development and construction of mini-warehouses, outdoor storage and storage related uses. The ordinance stated any applicant that held a pre-application meeting with the Town on a specific property in advance of the April 6, 2015 suspension would be allowed to continue through the process and is required to submit all necessary applications by a date certain to maintain this exemption. The Use by Special Review qualifies for the exemption. On December 14, 2015, Town Council approved an ordinance extending the referenced suspension and exemption to April 6, 2016. On March 7, 2016, Town Council approved Ordinance No. 3.321 amending the Land Development Ordinance to not permit mini-warehouses and outdoor storage. The ordinance also extended the application deadline for exempted projects to September 7, 2016.

FUNDING/BUDGET IMPACT:

None

BACKGROUND:

The applicant has submitted a Minor Development Plat (MDP) application to subdivide the 17.177 acre parcel into 10 lots with private roads and two vehicular access points from Dransfeldt Road. The MDP is currently under review for compliance with the Land Development Ordinance. Lot 8 is the northeasterly lot and fronts Dransfeldt Road. Lot 10 is the northwesterly lot of the Dransfeldt Place Subdivision.

The proposed mini-storage warehouse on Lot 8 and indoor recreational vehicle storage facility on Lot 10 will be compatible with surrounding land uses when evaluated against the nine Use by Special Review criteria as specified in the Town's Land Development Ordinance. The proposal conforms to the Town's Master Plan and will not result in an over-intensive use of the properties.

The complete Use by Special Review analysis is in the attached Planning Commission staff report.

RECOMMENDATION:

Staff recommends that Town Council approve the Use by Special Review request to allow a mini-storage warehouse on Lot 8 and an indoor recreational vehicle storage facility on Lot 10 of the Dransfeldt Place Subdivision.

On April 14, 2016, Planning Commission will make a recommendation to Town Council.

PREPARED/REVIEWED BY:

Ryan McGee, Associate Planner; Steve Greer, Deputy Community Development Director; John Fussa, Community Development Director; James S. Maloney, Town Attorney

ATTACHMENTS:

1. Vicinity Map
2. Planning Commission staff report

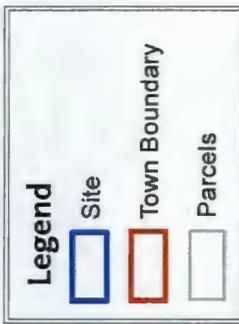
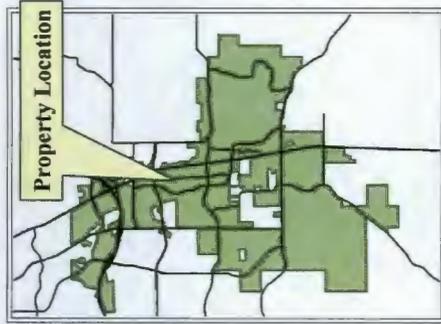
RECOMMENDED MOTION:

"I move to approve, based upon staff findings, with the three conditions contained in the staff report:"

1. The applicant must submit a complete site plan application(s) for the proposed mini-storage warehouse on Lot 8 of Dransfeldt Place Subdivision and indoor recreational vehicle storage facility on Lot 10 of Dransfeldt Place Subdivision by September 7, 2016.
2. That the indoor recreational vehicle storage buildings proposed on Lot 10 of Dransfeldt Place Subdivision be fully enclosed buildings with walls on all sides and roofs.
3. This approval shall expire six (6) months after the date of approval unless building permits have been issued and construction has commenced. The Community Development Director, upon written request, may grant a ninety-(90) day extension.

Dransfeldt Place Use By Special Review

Attachment 1



**Dransfeldt Place
Use by Special Review
Planning Case
File No. Z16-004**

**Planner: Ryan McGee
PC Date: April 14, 2016
TC Date: April 18, 2016**





**Community Development Department Memorandum
Development Review Division**

To: Town of Parker Planning Commission

From: Ryan McGee, Associate Planner *RM*
Steve Greer, Deputy Community Development Director *SG*

Through: John Fussa, Community Development Director

Date: April 14, 2016

Regarding: Public Hearing: Dransfeldt Place Subdivision Lots 8 and 10 Use by Special Review [Planning Case File No. Z16-004]

**Section I.
Subject & Proposal:**

Location: Generally located on the east side of Dransfeldt Road south of Lincoln Meadows Parkway

Applicant: Todd Wright

Proposal: A Use by Special Review (UbSR) request to allow a mini-storage warehouse on Lot 8 and an indoor recreational vehicle storage facility on Lot 10 of the Dransfeldt Place Subdivision.

**Section II.
Background:**

History: This vacant and undeveloped parcel of land was annexed and zoned into the Town of Parker in 2008. A one-story ranch home with an attached garage was recently removed from the property.

Land Use Summary Data:

Total Area: 17.177 acres (748,203 sq. ft.)

Zoning: Dransfeldt Place Planned Development (PD)

Existing Use: Vacant and undeveloped

**Surrounding Zoning
& Land Use:**

- North: Lincoln Meadows Planned Development (PD), Town of Parker Police Station, Lowes
- East: Light Industrial (LI), Arrowhead Auto-Sport pre-owned vehicle sales, Enterprise Car Rental, Auto Repair
- South: Clarke Farms Planned Development (PD), Oralabs, Alpine Lumber
- West: Clarke Farms PD and Lincoln Meadows PD, Pine Lane Nursery, Vacant and undeveloped land

**Section III.
Analysis:**

Conformance with Land Development Ordinance:

The applicant has submitted a Minor Development Plat application to subdivide the 17.177 acre parcel into ten lots with private roads and two vehicular access points off Dransfeldt Road. The Dransfeldt Place Minor Development Plat is under review for compliance with the Land Development Ordinance. Lot 8 is the northeasterly lot and fronts Dransfeldt Road. Lot 10 is the northwesterly lot of the Dransfeldt Place Minor Development Plat.

On April 6, 2015, Town Council approved Ordinance No. 3.312 suspending applications for the development and construction of mini-warehouses, outdoor storage and related uses. The ordinance stated that any applicant that held a pre-application meeting with the Town on a specific property in advance of the April 6, 2015 suspension would be allowed to continue through the process and is required to submit all necessary applications by a date certain to maintain this exemption. The applicant qualifies under the exemption with this submittal as one of the required applications necessary for the use. On December 14, 2015, Town Council approved an ordinance extending the suspension and exemption to April 6, 2016. On March 7, 2016, Town Council approved Ordinance No. 3.321 extending the suspension and exemption again to September 7, 2016.

The applicant will be required to submit separate site plan applications for the mini-storage warehouse on Lot 8 and the indoor recreational vehicle storage facility on Lot 10. Site plan submittals will be reviewed for compliance with the Land Development Ordinance by September 7, 2016.

The Dransfeldt Place PD and Development Guide allow mini-storage warehouses, including recreational vehicle storage as a Use by Special Review.

Characteristics of Use:

Mini-storage warehouse and indoor recreational vehicle storage land uses can be characterized as inactive and low intensity in character. Patrons renting mini-storage warehouse space typically visit the units on an occasional basis. The indoor recreational vehicle storage facility will be a kiosk based storage facility with secured gate access. The applicant's narrative proposes off-site concierge services to customers renting indoor storage spaces for recreational vehicles. Storage land uses do not generate over-intense vehicular traffic, noise, dust, fumes or odors.

Parking:

The Land Development Ordinance requires one parking space per 10,000-square-feet of gross floor area of mini-storage.

The 103,450 square foot mini-storage warehouse proposed for Lot 8 will require a minimum of 10 parking spaces.

The recreational vehicle storage facility will have a parking area near the south entrance of the facility which will accommodate 16 full-length truck and camper parking spaces for recreational vehicles awaiting concierge services and eight parking spaces for standard sized vehicles. Recreational vehicles that are not scheduled for concierge services will be kept in their leased storage garage(s).

Parking will be reviewed for compliance with the Land Development Ordinance with the site plan submittals for the developments.

Utilities:

Parker Water and Sanitation District, Xcel Energy and IREA will provide utility service to the development.

Major Roads, Access and Circulation:

The applicant has submitted a Minor Development Plat application to subdivide the 17.177 acre parcel into 10 lots with internally looped private roads and two vehicular access points off Dransfeldt Road.

Pedestrian and vehicular access and circulation will be reviewed for compliance with the Land Development Ordinance with the Site Plan submittals for the developments.

Section IV.
Additional Staff Findings:

The Town of Parker Land Development Code, §13.04.200(b) specifies nine criteria to be used in evaluating Use By Special Review requests. If the proposed use meets these criteria or can meet them subject to reasonable mitigation conditions the use may be approved.

1. Will be in harmony and compatible with the character of the surrounding areas and neighborhood;

Applicant analysis and findings:

Lot 8

The surrounding area is light industrial mixed-use property. The properties directly to the west are a vacant lot and a lot with construction equipment and maintenance buildings. The nearest neighbor to the south is a large steel building. The proposed indoor climate controlled storage will be along Dransfeldt Road so the building design is similar in nature to the Parker Police building. The design is a multi-level building with significant curb appeal, staying with a theme that the adjoining Parker Police building started.

The site is planned with parking that exceeds the required spaces per square footage of building area. The site will be developed to accommodate access for entry and exiting the site by both customers and delivery vehicles. The business entrance will be off the main private roadway within the business park development itself so as not to cause congestion on Dransfeldt Road. There will be large oversized driveways to allow for delivery by larger trucks and tow trailers.

Lot 10

The surrounding area is light industrial mixed-use property. The properties directly to the west are a vacant lot and a lot with construction equipment and maintenance buildings. The nearest neighbor to the south is a large steel building. The proposed Lot 10 use will improve the look and feel of the surrounding properties. There will be a decorative façade on the exterior of the buildings bringing an upscale look to the surrounding properties. Lot 10 provides local owners of high-end RVs a well-built location to protect their investments. Customers will store their RV's and other items inside of fully-enclosed garages or under canopy storage units. RV storage is a very low traffic impact. We anticipate less than 30 entrance and 30 exits from our facility on any given day. The entrance to the facility will be off the private roadways within the business park itself. The entrance to the facility will be well away from the main entrance to the business park off Dransfeldt Road and therefore traffic on Dransfeldt Road will be minimally impacted and will not pose any issues or congestion to the Town's current infrastructure. The storage of RV's will not create undo noise, dust or odors to surrounding properties. The function of RV storage is quiet and environmentally friendly since all storage will be indoors or under the roof. The business will employ two to four full-time employees.

Employees will rent storage spaces to customers and assist customers in storing their RV's and other items in rented units. They will also sell concierge services and when needed they will retrieve stored RV's from garages and park them in our concierge services holding area pending pickup by outside contractors who will perform services at off-site locations.

Staff analysis and findings:

The proposed mini-storage warehouse and indoor recreational vehicle storage facility uses are in harmony with the surrounding light industrial area and land uses. Land uses within the immediate vicinity of this parcel consist of the Town of Parker Police Station, light-industrial office and warehouse space, an outdoor plant and tree nursery and auto service/repair.

The mini-storage warehouse and indoor recreational vehicle storage facility can be characterized as passive land uses that will have minimal impacts to surrounding areas. The mini-storage warehouse and indoor recreational vehicle storage facility will be compatible with the surrounding neighborhood land use character.

2. Will be consistent with the Town Master Plan;

Applicant analysis and findings:

Lot 8

This use aligns with multiple goals of the 2035 Master Plan as it is currently written. This project brings the opportunities for jobs, revenue and better utilization of the property. Within the Town's master plan this is light industrial zone and these uses are compatible.

Lot 10

This use aligns with multiple goals of the 2035 Master Plan as it is currently written. This project brings the opportunities for jobs, revenue and better utilization of the property. We are providing a destination for luxury RV owners to provision and service their vehicles locally before leaving on trips. Within the Town's master plan this is light industrial zone and these uses are compatible.

Staff analysis and findings:

This parcel is located within the Light Industrial District as identified in the Town's 2035 Master Plan. The Light Industrial District is intended to provide a location for a variety of work processes and identifies storage land uses as uses that can be located within the District. The proposed mini-storage warehouse and indoor recreational vehicle storage use is consistent with the Town's 2035 Master Plan.

3. Will not result in an over-intensive use of land;

Applicant analysis and findings:

Lot 8

The proposed climate controlled multi-level total building footprint will be approximately 33,105 square-feet. The total floor space of all three floors will be approximately 103,450 square-feet yielding a Floor Area Ratio (FAR) of approximately 1.3 for Lot 8.

Lot 10

The intended use will not result in an over intensive use of the land. Storage of RV's in garages and under covered canopies is a very low-density use of the property. RV owners need ample space to maneuver inside the facility. The site provides wide drive aisles and turning radius that will meet and exceed our local fire department recommendations, standards and codes. The use of the land is significantly lighter than alternative uses for this type of property. The garage/indoor large storage use will be approx. 154,000 square-feet yielding a FAR ratio of .49 for lot 10. Employee and visitor parking will be accommodated by using a portion of the designed concierge parking area. The facility will feature amenities such as a black water dump station/air and vacuum equipment for customer use. These amenities will be located in the convenience station area of the site.

Staff analysis and findings:

Mini-storage warehouse and indoor recreational vehicle storage facilities can be characterized as passive and low-intensity in character with patrons visiting their units on an occasional basis. Adequate parking is being provided on both sites and the storage land uses will not be over-intensive in character.

4. Will not have a material adverse effect on community capital improvement programs;

Applicant analysis and findings:

Lot 8

Lot 8 will have limited infrastructure. The indoor climate-controlled business is a light footprint on the community and will not adversely impact capital improvement programs.

Lot 10

Lot 10 will also have limited use of utilities, police and fire. We are contributing a significant amount of funds to widen Dransfeldt Road helping to remove the current southbound bottleneck. Long term the Dransfeldt Road widening project will help the Town with traffic flow.

Staff analysis and findings:

The proposed mini-storage warehouse and indoor recreational vehicle storage facility will not have an adverse impact on capital improvement programs because the uses will be located on privately owned property. Development associated with the property will be required to construct roadway and drainage improvements in accordance with Town standards to support the proposed land uses.

5. Will not require a level of community facilities and services greater than that which is available;

Applicant analysis and findings:

Lot 8

Self-storage is not a high-traffic business. Customers infrequently visit the property. This facility is a low crime, non-hazardous location for owners to store their valuables. The appeal of this location is enhanced by its location next to the Parker Police Station. Customers will not actively work on site, so there is a very low risk of user-induced hazards, such as medical or fire emergencies. Therefore, there will be very little additional demand placed on existing community facilities and services.

Lot 10

Lot 10 garage storage will be a well-lit and secure facility. It has extremely low crime and very little demands from the local community. Customers are not allowed to work on their vehicles in the garages, minimizing the impact of emergency services.

Staff analysis and findings:

The passive land use character of the mini-storage warehouse and the indoor recreational vehicle storage facility will not trigger a need for additional community facilities or services greater than that which is available.

6. Will not result in undue traffic congestion or traffic hazards;

Applicant analysis and findings:

Lot 8

Mini-storage use is a light traffic use compared to most light industrial/commercial uses. The site is planned with parking that exceeds the required spaces and provides convenient traffic flows within the site. The entrance is from a private road, not Dransfeldt as to prevent congestion impacting the major arteries. Storage centers of this type and size typically generate on average 116 trips per day (58 in and 58 out) and on average 136 trips (68 in and out) on weekends. The active period of use is typically between the hours of 11-4 Mon-Fri as well as 10-3 on weekends. This low volume of traffic can easily be accommodated by the roadways within the business park development.

Lot 10

The traffic studies have been completed and do not show significant traffic impact. The typical RV user will take one to two trips per month over the summer months and less than one trip per month over the winter. The average trips per day for a boat and RV site of this size will be less than 64 (32 in and 32 out) daily trips including employee visits. The site does not have full-time employees on premises, thus the traffic impacts are extremely light. The design will have a staging area inside the front of the facility for customer vehicles that are preparing for trips, or cleaning up after returning. Traffic visits in the summer to the facility peak on Friday early afternoon and again Sunday evening. During the winter there are rarely visitors to the site.

Staff analysis and findings:

The proposed mini-storage warehouse and indoor recreational vehicle storage will not impose undue traffic congestion or hazards on Parker roads as the uses are passive and inactive in character with patrons only occasionally visiting the storage units.

7. Will not cause significant air, water or noise pollution;

Applicant analysis and findings:

Lot 8

Mini-storage does not generate significant air, water or noise pollution. The use is a non-manufacturing use. The majority of the traffic will be day-time traffic and the impact to the environment is extremely light.

Lot 10

This is a low impact use on the land. The infrequent RV pickup and drop-offs generally occur in daylight hours and are not a significant noise concern. No manufacturing or use detrimental to the environmental will be allowed. The site will have an underground septic tank, brown water rinse, and a vacuum station for customer use. This station will be entirely self-contained and pumped regularly.

Staff analysis and findings:

The mini-storage warehouse units will be used to store personal property and will likely only occasionally be visited by customers. The storage units will not contain equipment that generates air, water or noise pollution into the surrounding area.

The indoor recreational vehicle storage facility will have a recreational vehicle sewage dump and underground septic tank system and vacuum station for customer use. The proposed septic system will have to be consistently emptied and maintained in order to avoid ground water pollution.

8. Will be adequately landscaped, buffered and screened; and

Applicant analysis and findings:

Lot 8

The self-storage buildings are designed to include appealing exteriors with large windows and facades to enhance their aesthetic appeal. The building will have a very open airy look and feel. The site will include an adequate amount of exterior landscaping including plants, shrubs and trees. The future site plan will meet or exceed the Town's guidelines for landscape buffering.

Lot 10

Lot 10 will have significant landscaping with xeriscape, trees and a low-density build-out. The product will provide covered canopy storage to future customers. Adjacent lots will provide flex-space buildings with façade and decorative elements. The buildings are designed to provide breaks and enhanced architecture to improve aesthetic appearance.

Potential elevations of the site from the east, north and west views are designed to fortress the property. The layout of the buildings will screen the entire interior of the property. In addition to the fortress layout we will have a mixture of trees and shrubs along roadways and around the property to meet the Towns landscaping requirements.

The south entrance to the property will be screened with high-end decorative concrete opaque fencing as well as a monument including signage and trees.

Staff analysis and findings:

The proposed mini-storage warehouse is not an outdoor storage facility. The mini-storage warehouse units are fully contained within a building that will be screened and buffered with landscaping per the requirements of the Land Development Ordinance.

The proposed indoor recreational vehicle storage facility will have a canopy covered staging area dedicated to temporary parking of vehicles that are scheduled for concierge services. This canopy covered area is screened on three sides by the indoor recreational vehicle storage buildings.

The proposed mini-storage warehouse and indoor recreational vehicle storage facility will be adequately screened and buffered with landscaping.

9. Will not otherwise be detrimental to the health, safety or welfare of the present or future inhabitants of the Town.

Applicant analysis and findings:

Lot 8

The indoor climate controlled storage will be a safe and protected facility. It will have 24x7 monitored security, locked keypad-gate and staff to monitor the facility. The site is well planned for traffic flows with wide truck lanes including truck turning radius that meet or exceed local fire department codes standards and recommendations. There will not be any hazardous material storage on site and the clean open appearance will drive a safe comfortable customer experience. The property will be maintained and designed in such a way as to enhance the safety and aesthetics of the property. The uses will be low-impact from a resource perspective as well as from a community service perspective.

Lot 10

The Lot 10 RV storage product will be well lit, locked with electronic steel gates and surrounded with a high-end building product. This type of RV storage facility is a high-end product with amenities to secure and monitor the site. This site will enhance the local community. In addition the ability for residents to safely store RVs away from their homes will increase the value and safety of the resident's local neighborhood. Every reasonable attempt has been made to be a significant benefit to the local economy and Town of Parker. This design provides opportunities for citizen to work, play, eat and stay right in our local economy. The property will be maintained and designed in such a way to enhance the safety and aesthetics of the property.

The uses will be low-impact from a resource perspective as well as from a community service perspective. The uses will provide an extremely needed service to the Parker economic region. The garage use will allow owners to remove campers and larger vehicles from their driveways and local roadways. This will provide a much safer neighborhood for kids and reduce residential crime. The storage uses will enhance the welfare and safety of the Town as well as bring new business to surrounding businesses.

Staff analysis and findings:

The proposed mini-storage warehouse and indoor recreational vehicle storage facility are passive land uses and therefore will not be detrimental to the health, safety or welfare of the present or future inhabitants of the Town.

Section V.

Referral Agency Comments:

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

Town of Parker Economic Development:

No comment

Town of Parker Fire and Life Safety:

Approved

Town of Parker IT:

Approved

Urban Drainage and Flood Control:

UDFCD advises the applicant to prepare a drainage report to analyze potential flood hazards and ensure public safety.

Town of Parker Comprehensive Planning:

On March 7, 2016, the Town Council approved an amendment to the Master Plan and the Land Development Ordinance not permitting development of self-storage and outdoor self-storage. Included in the Land Development Ordinance was 13.04.300(a)(4) which allows applicants that qualified under Emergency Ordinance 3.312 to proceed with storage and/or outdoor self-storage applications assuming they submit applications by September 7, 2016.

Town of Parker Police Department:

No comment

IREA:

No comment

Douglas County Planning:

No comment

Public Service Company of Colorado:

No comment

Cherry Creek Basin Water Quality Authority:

No exceptions taken as submitted

Town of Parker Engineering Department:

Development associated with the property is required to construct roadway and drainage improvements in accordance with Town standards to support the proposed land use.

Parker Water and Sanitation District:

Approved

Section VI.

Recommendation:

Staff recommends that the Planning Commission recommend that Town Council approve the Use by Special Review request(s) to allow a mini-storage warehouse and indoor recreational vehicle storage uses on Dransfeldt Place Lots 8 and 10 (respectively) subject to the following conditions:

1. The applicant must submit site plan application(s) for the proposed mini-storage warehouse on Dransfeldt Place Lot 8 and indoor recreational vehicle storage facility on Dransfeldt Place Lot 10 by September 7, 2016.
2. That the indoor recreational vehicle storage buildings proposed on Lot 10 of Dransfeldt Place be fully enclosed buildings with walls on all sides and roofs.
3. **THIS APPROVAL SHALL EXPIRE SIX (6) MONTHS AFTER THE DATE OF APPROVAL UNLESS BUILDING PERMITS HAVE BEEN ISSUED AND CONSTRUCTION HAS COMMENCED.** The Community Development Director, upon written request, may grant a ninety-(90) day extension.

Section VI.

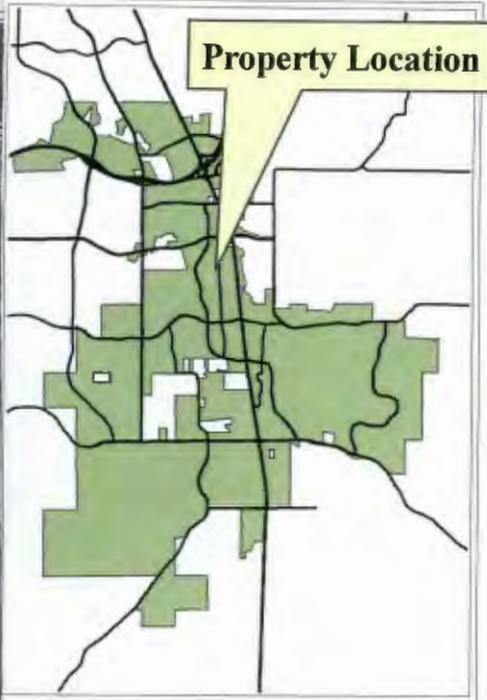
Attachments:

1. Vicinity Map
2. Project Narrative
3. Referral Agency Comments

Section VII.

Proposed Motion(s):

"I move that the Planning Commission recommend that the Town Council approve the Use by Special Review to allow a mini-storage warehouse and indoor recreational vehicle storage on Dransfeldt Place Subdivision Lots 8 and 10 (respectively) subject to the three conditions outlined in staff's report."



Legend

-  Site
-  Town Boundary
-  Parcels

**Dransfeldt Place
Use by Special Review
Planning Case
File No. Z16-004**

**Planner: Ryan McGee
PC Date: April 14, 2016
TC Date: April 18, 2016**

**Dransfeldt Place
Use By Special Review**

PROJECT NARRATIVE

Dransfeldt Business Park

Use by Special Review

3/17/2016

THE PROJECT:

The Applicant is currently processing a Minor Development Plat application with the Town of Parker for the creation of a Light Industrial business park to be known as the Dransfeldt Business Park, consisting of ten individual lots. The Property lies in an area zoned for Light Industrial use per the Town of Parker's Master Plan and under the existing Dransfeldt Place Planned Development. Upon completion of the Minor Development Plat for the creation of the lots in the project, the Applicant intends to process two Site Plans for the construction of two separate self-storage facilities on two of the lots. Prior to the submittal of the applications for the Site Plans for the planned self-storage facilities, the Applicant is seeking the approval for those uses under the required "Use by Special Review" process.

THE APPLICANT:

Dransfeldt Development, LLC is also the owner of the Property. The company is owned by Dan Wright, Scott Wright and Todd Wright, who are successful business executives in the computer software business today. The owners have been long-time Douglas County residents, living in and around Parker for over 40 years. The owners live, work, shop, and play in Parker and have a vested interest in seeing Parker thrive economically. They established Dransfeldt Development, LLC and acquired the property for the purpose of developing the Dransfeldt Business Park.

GENERAL PROPOSAL DESCRIPTION:

Lot 8 and Lot 10 per the attached subdivision plat exhibit are planned to host a fully enclosed climate-controlled self-storage facility on Lot 8 and premier indoor boat and RV storage / concierge service facility on Lot 10. Each of these proposed uses will be developed with an architectural design consistent with an overall theme to be implemented within the project and in harmony with surrounding Light Industrial uses in the immediate area.

Lot 8: Climate Controlled Self-storage:

A 3-story indoor climate controlled storage facility is proposed for this location. This project is designed to provide a high quality self-storage opportunity unlike any other product currently available in Parker. The structure will feature a contemporary design with extensive glass and an office park look and feel,

providing multiple individual covered loading/unloading bays for both small vehicle and truck access. Unlike traditional self-storage facilities, the project will not include any exposed “roll-up” doors for individual drive-up access to storage units all around the building. All access to the facility will be monitored and controlled through a central office providing security and order to the business operation. The proposed project is targeted towards the discriminating self-storage consumer seeking a high-quality storage opportunity in a clean, well-managed facility offering a high level of security.



Lot 10: Enclosed RV / Boat Storage:

A self-storage garage “campus” project is proposed for this site. The project will feature multiple buildings in a secure compound offering individual enclosed garages sized to accommodate the storage of RVs and boats. The operator intends to provide a “concierge service” to prep and clean vehicles for owners, utilizing a maintenance staff and the necessary equipment to perform a wide variety of services and repairs to all sizes of boats, campers and RVs.

“Concierge service” allows customer RV units to be taken off site to a variety of businesses to perform the contracted services. All services will be provided by other companies at their facilities which will be off site. We will bill the customer for these services and accommodate their delivery and return to the facility by up to two (2) dedicated staff members employed by us. We intend to retrieve customers units from their assigned storage location in our facility and park the unit in our “concierge parking area” to await pickup by outside contractors who will perform the services requested (services are performed at their own off site locations) and then return the unit to our facility. Once returned, we will re-locate the services units to their assigned storage space. By offering a high quality level of service through the employment of regular staff, the project is targeting the discriminating RV and boat storage user seeking a clean, well-managed and secure alternative to the traditional outdoor storage product currently on the market. The anticipated range of services are planned to include, but may not be limited to:

- Pre-Travel Check
- Plumbing and Electrical Repair
- Welding and Fabrication Work
- All Phases of Hitch Work and Repair
- All Phases of Brake and Brake Controller Repair

- RV Appliance Repair
- Wheel Bearing Repack
- Winterize and De-winterize
- Body Work

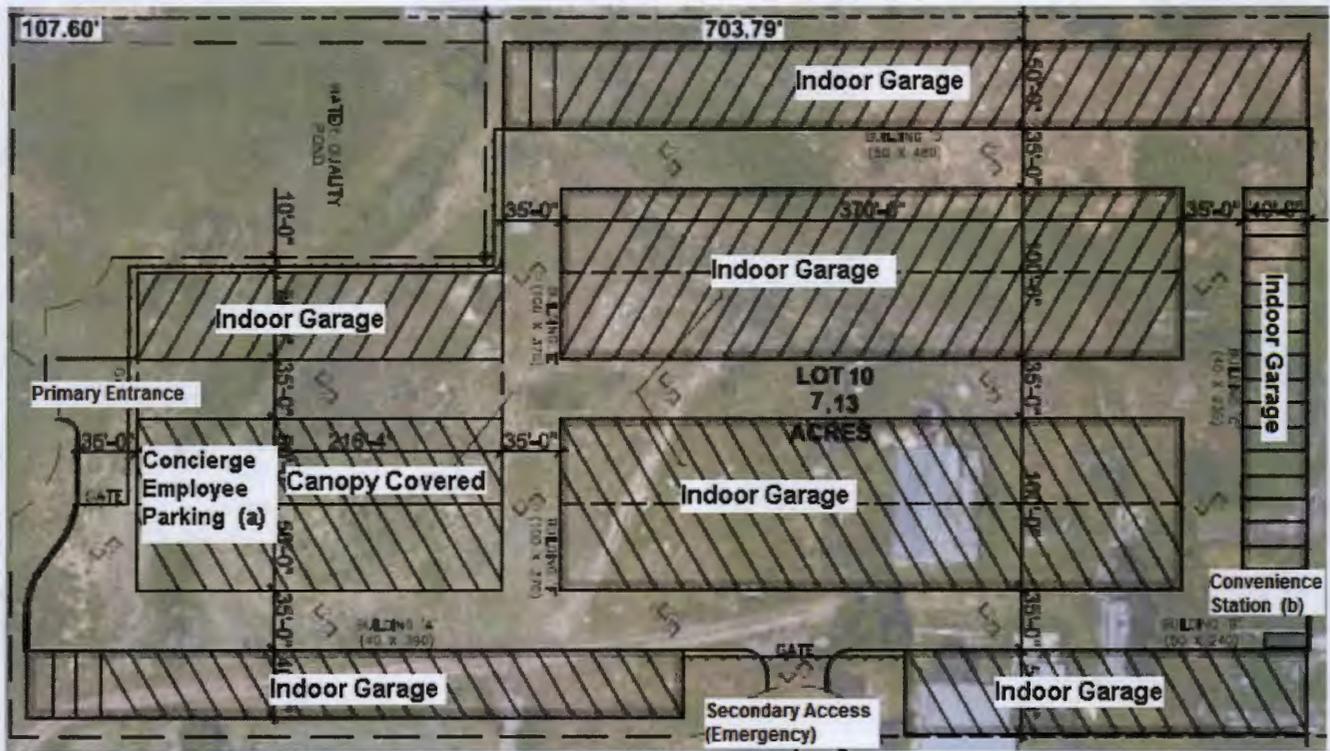
The garage storage product will be unique to the area in that there are many customers needing a larger space to store their recreational units and associated accessories. The storage units are planned to range in size from 40 feet to 60 feet in length and approximately be 14 feet high. These units would also be large enough for tenants to store a greater quantity of home-goods, secondary vehicles, small business surplus inventory, etc. However, the facility will not allow for the operation of any business from any of the units and will be restricted to storage only.

The facility is planned to be a “kiosk based” storage facility, providing 24x7 secured gate access, security cameras and appropriate lighting. A Kiosk site will not have a dedicated office, but rather just parking for employees that visit to manage customer vehicles. We have designated a customer staging and employee parking area near the entrance which will accommodate 16 full-length (truck and camper etc.) customer RV vehicles and 8 spaces for employee or other cars. Vehicles not waiting for service will be kept in their leased storage garage.





Surrounding building Elevation



The layout of lot 10 will feature a "fortress" approach. This approach will surround the site with our garage product. The interior of the lot will not be visible from outside the facility. A full dump station/brown water rinse, vacuum and trash dumpster convenience station will be provided in the north east corner of the site (label b). This site will have a significant amount of indoor fully enclosed garage storage for Boats and RVs. The primary entrance will be on the south side, with a secondary emergency entrance on the east side. Customer concierge service and employee parking is shown (label a) immediately inside the entrance gate.

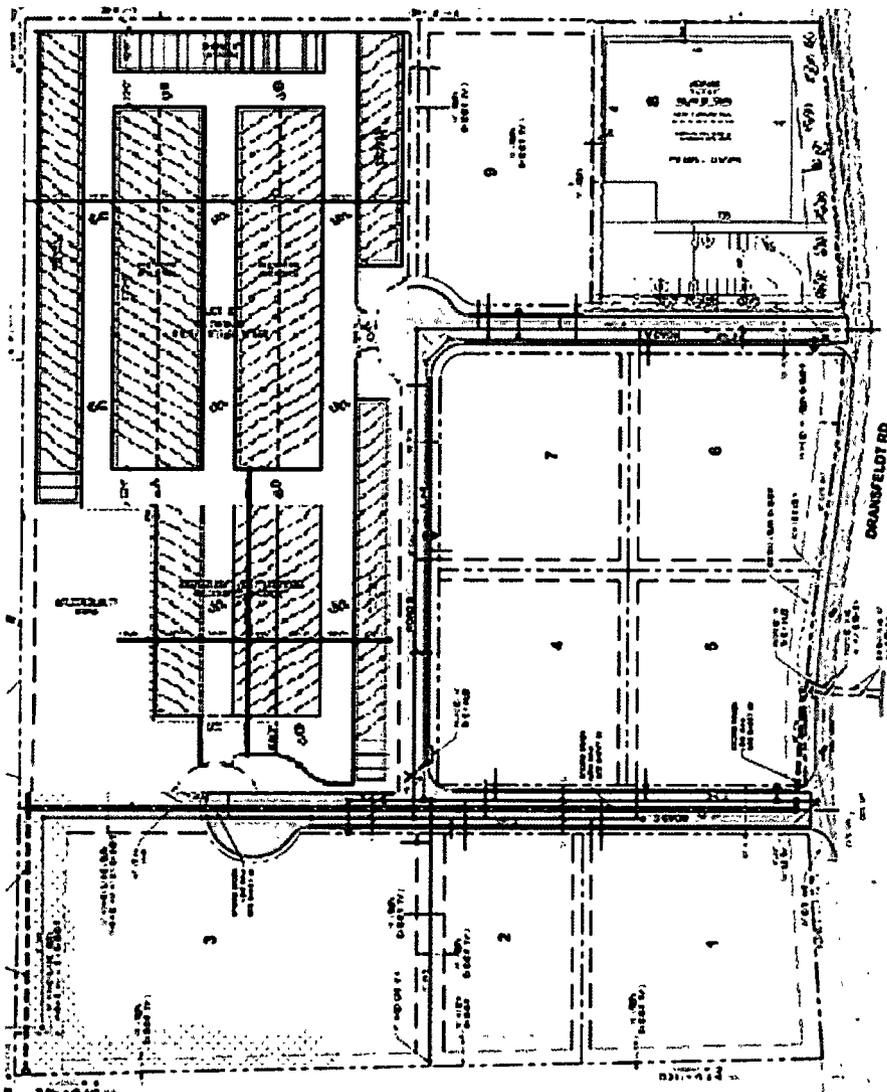
SUMMARY:

The proposed uses for Lot 8 and Lot 10 of the Dransfeldt Business Park will bring the highest quality storage facilities to Parker the town has ever known.

The climate-controlled facility proposed for Lot 8 will be designed to high architectural standards and offer a tasteful and pleasing addition to the Dransfeldt Road corridor, delivering a high quality product and service in demand by the Parker community.

The enclosed RV / Boat Storage facility proposed for Lot 10 will also be designed to high architectural standards and bring to the community a product and service the first of its kind in this market. The project will provide employment and fulfill the existing and growing demand for quality storage and service currently unavailable in Parker.

**Subdivision Plat Exhibit
(with Conceptual Plan for Lot 8 and Lot 10)**





Right of Way & Permits

1123 West 3rd Avenue
Denver, Colorado 80223
Telephone: 303.571.3306
Facsimile: 303. 571.3284
donna.l.george@xcelenergy.com

March 9, 2016

Town of Parker Community Development Department
20120 E. Mainstreet
Parker, CO 80138

Attn: Ryan McGee

Re: Dransfeldt Place Mini Storage UBSR Rezone, Case # Z16-004

Public Service Company of Colorado's (PSCo) Right of Way & Permits Referral Desk has reviewed the request for the **Dransfeldt Place Mini Storage UBSR Rezone**. Public Service Company has no objection to this proposed rezone, contingent upon PSCo's ability to maintain all existing rights and this amendment should not hinder our ability for future expansion, including all present and any future accommodations for natural gas transmission and electric transmission related facilities.

If you have any questions about this referral response, please contact me at (303) 571-3306.

Donna George
Contract Right of Way Referral Processor
Public Service Company of Colorado

Project Name: Dransfeldt Place MiniStorage UbSR

Project Number: Z16-004

Jurisdiction: Town of Parker

Date Received: 2016-02-17 00:00:00

Due Date: 2016-03-14 00:00:00

Addressing Comments:

No Comments

Engineering Comments:

No Comments

Planner Comments:

No Comments

UDFCD Maintenance Eligibility Program Referral Review Comments

Project: Dransfeldt Place MiniStorage UbSR Project #Z16-004

Stream: **Unnamed tributaries to Cherry Creek**

MEPID: N/A

This letter is in response to your request for our comments concerning the referenced project. We appreciate the opportunity to review this proposal. We have reviewed this proposal only as it relates to major drainage features, in this case the unnamed tributaries to Cherry Creek.

1. The project site does not appear to lie within any identified floodplains, however, the site is bordered by major drainage channels along the north and west boundaries. In addition, there is a storm sewer outfall and channel that appears to bisect the site. We do not have any information regarding these channels or outfalls, however, we advise that the developer seek guidance from a licensed design engineer to prepare a drainage report which may better inform the Town and developer of potential flood hazards and ensure public safety.

Please feel free to contact me with any questions or concerns.

Thank you,

Mike S.

Mike Sarmento, SET, CFM
Senior Construction Manager
Floodplain Management Program
Urban Drainage and Flood Control District

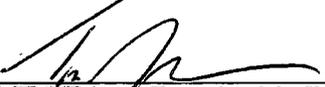


ITEM NO: 9
DATE: 04/18/2016

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 type="checkbox"/> ORDINANCE FOR 1 ST READING (04/04/2016) |
| <input type="checkbox"/> CONTRACT | <input checked="" 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 second reading."

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

(State \$Traffic Mtce)
 Town of Parker
 Region: HQ (vjm)

Rev 10/03
 Routing #: 16-HAA-XC-00022
 SAP ID #: 331001429

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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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: Joshua Laipply, P.E., Chief Engineer</p> <p>Date: _____</p>
<p>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: _____ Colorado Department of Transportation</p> <p>Date: _____</p>
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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 @ Mainstreet
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 # _____
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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: _____	State Fiscal Year: _____	Encumbrance Letter No. _____	Routing #: _____
		Orig. IGA: _____	PO: _____

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 _____.

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.

<p>STATE OF COLORADO John W. Hickenlooper, GOVERNOR Department of Transportation</p> <p>By: _____ Joshua Laipply, P.E., Chief Engineer (For) Shailen P. Bhatt, Executive Director</p> <p>Date: _____</p>
--

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.

<p>STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p>By: _____ Department of Transportation</p> <p>Date: _____</p>



ITEM NO: 10
DATE: 04/18/2016

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

- | | | |
|---|---|--------------|
| <input type="checkbox"/> PUBLIC HEARING | <input type="checkbox"/> ORDINANCE FOR 1 ST READING | (04/04/2016) |
| <input type="checkbox"/> CONTRACT | <input checked="" 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:

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 part of 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

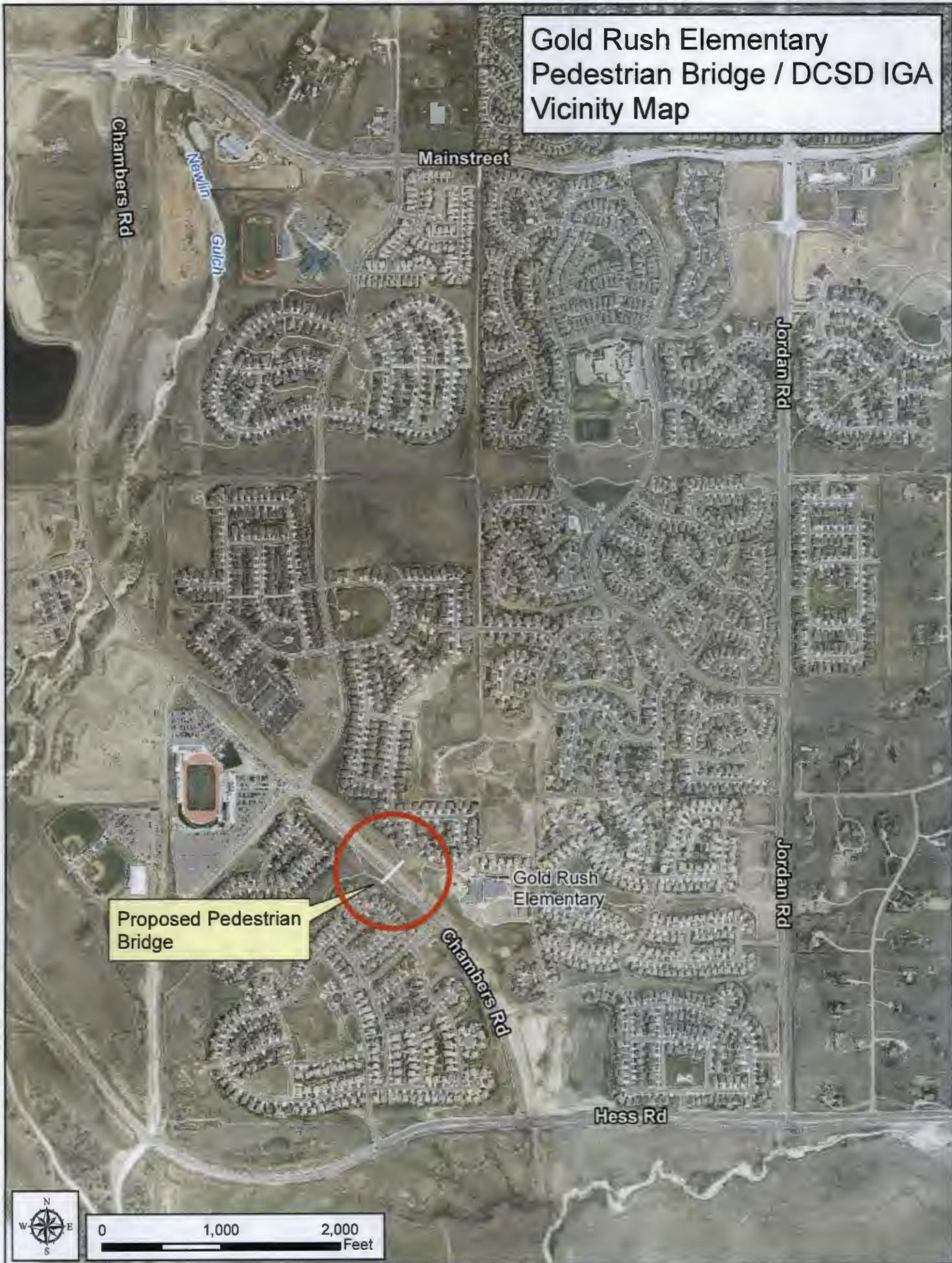
ATTACHMENTS:

- 1) Vicinity Map (1 page)
- 2) Ordinance (12 pages)

RECOMMENDED MOTION:

"I move to approve Ordinance No. 1.478 on second reading."

Gold Rush Elementary Pedestrian Bridge / DCSD IGA Vicinity Map



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**; 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

Rights-of-Way Acquisition

Two (2) Legal Descriptions (4 pages)

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;

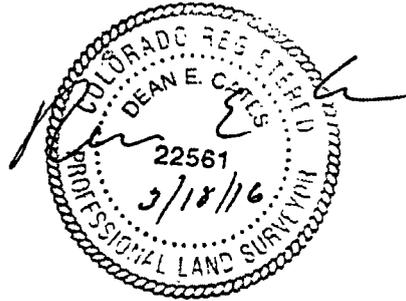
THENCE SOUTH 43°04'50" WEST, A DISTANCE OF 41.63 FEET TO THE SOUTHWESTERLY BOUNDARY OF SAID TRACT A;

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**.

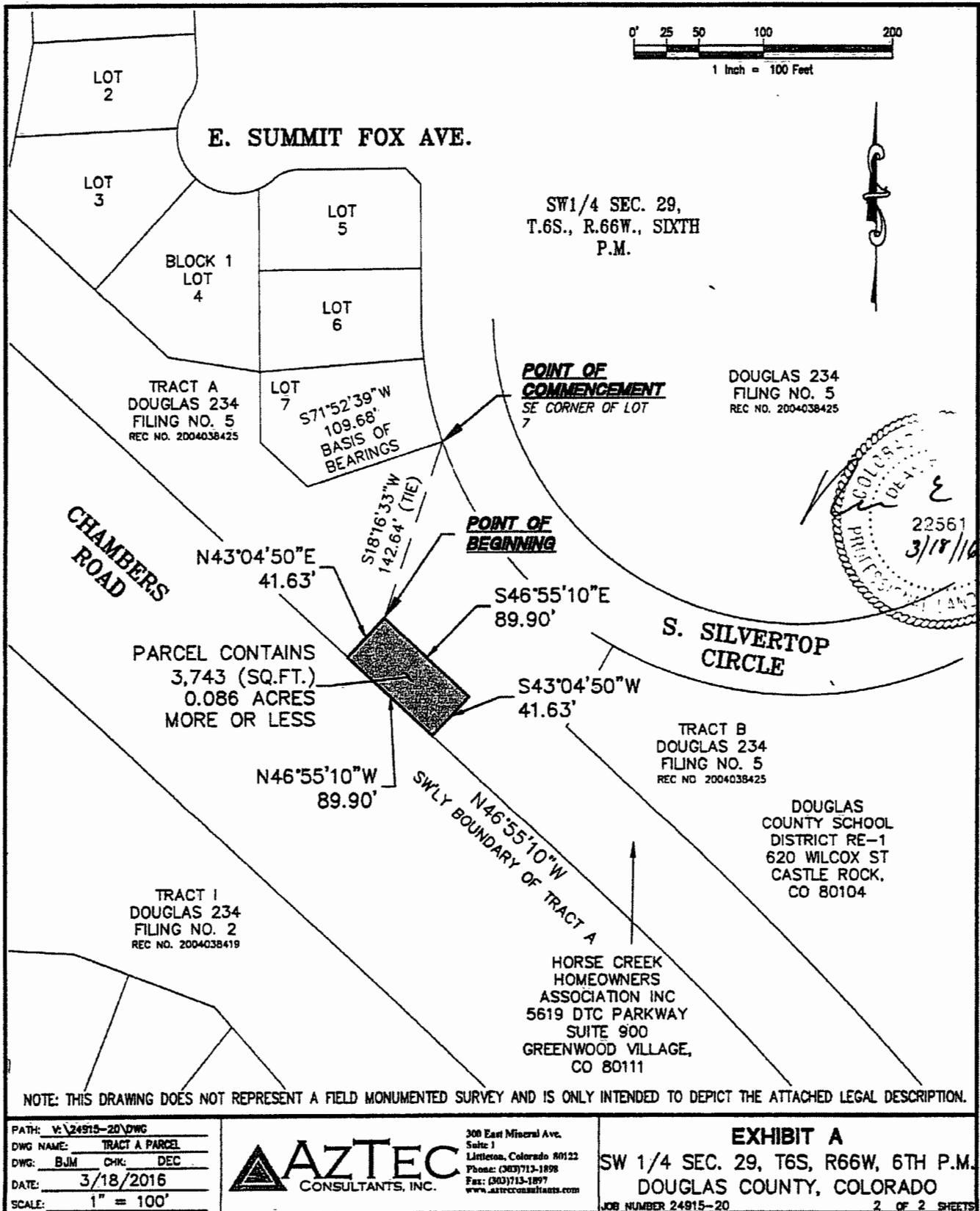
CONTAINING AN AREA OF 0.086 ACRES, (3,743 SQUARE FEET), MORE OR LESS.

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



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



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**.

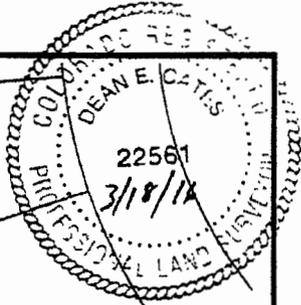
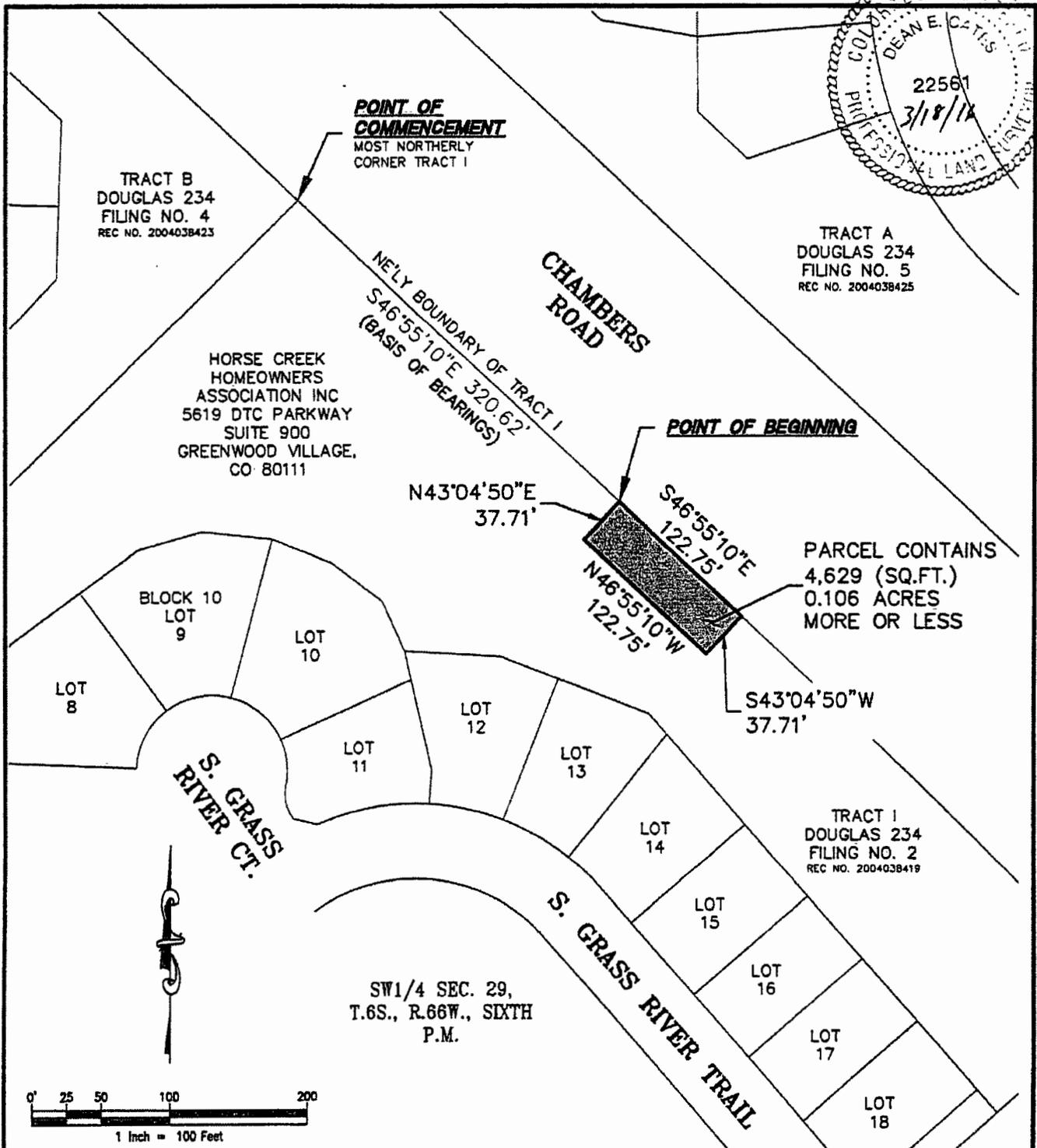
CONTAINING AN AREA OF 0.106 ACRES, (4,629 SQUARE FEET), MORE OR LESS.

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'



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

Temporary Construction Easements Acquisition

Two (2) Legal Descriptions (5 pages)

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;

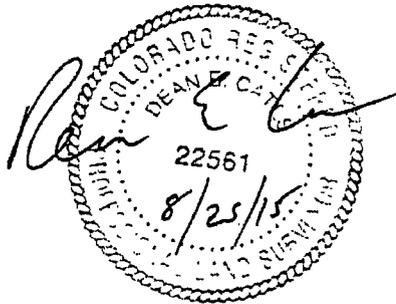
THENCE DEPARTING SAID SOUTHWESTERLY LINE SOUTH 73°46'09" EAST, A DISTANCE OF 250.12 FEET;

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

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**.

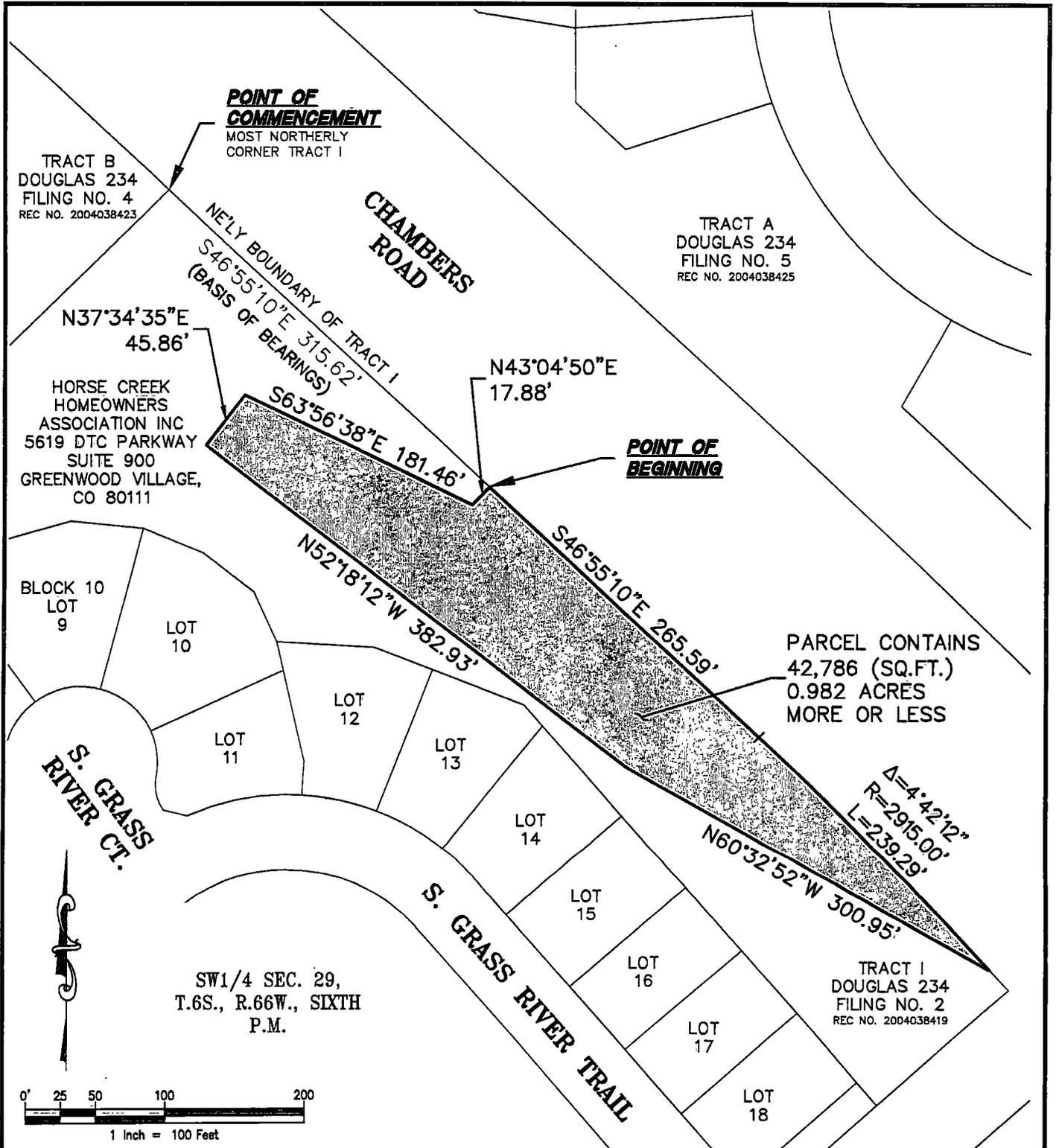
CONTAINING AN AREA OF 0.982 ACRES, (42,786 SQUARE FEET), MORE OR LESS.

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



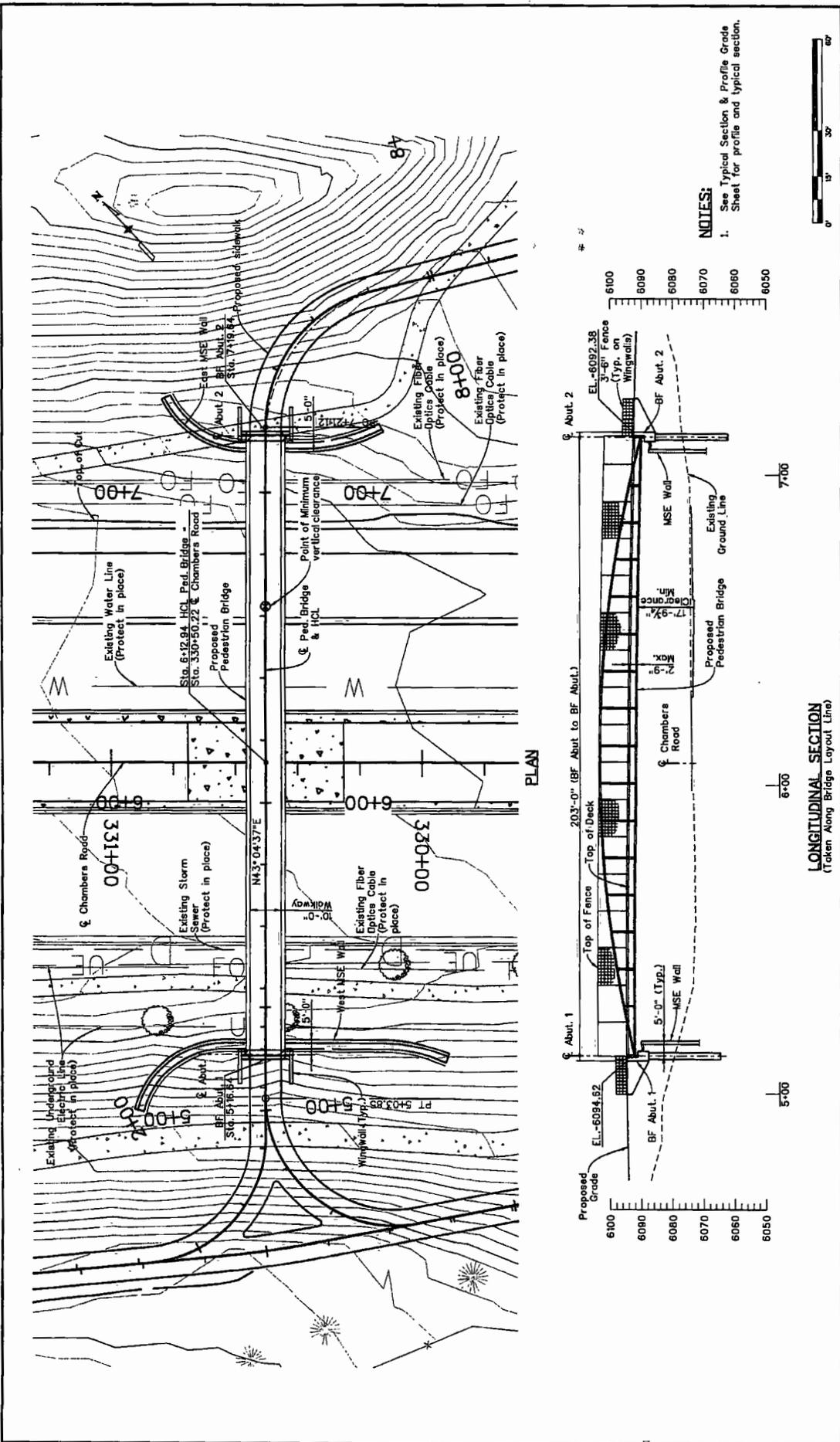
NOTE: THIS DRAWING DOES NOT REPRESENT A FIELD MONUMENTED SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

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



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.



LONGITUDINAL SECTION
(Taken Along Bridge Layout Line)

Print Date: 12/14/2015 File Name: 0000_PFD_BROD_0000.dwg Plot Scale: 1/30 Plot Date: 12/14/2015 Plot Scale: As Noted		Department of Public Works 2020 E. Mansfield CO 80501 303.733.8400 303.733.8400-9548 Fax: 303.733.8400-8241		As Constructed No Revisions: Revised: Void:		GENERAL LAYOUT Designer: Detailer: Sheet Subsets:		Project No./Code Sheet Number: 174 Sheet Subsets: BPS of BPS21	
0000		Date:		Comments:		Init.:		R. Area C. Fiber Structures Numbers	
0000		Date:		Comments:		Init.:		Sheet Subsets: BPS of BPS21	

EXHIBIT C - SHEET 1 OF 1

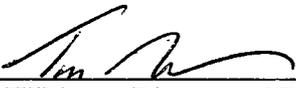
Checked By: RSO	Checked By: MCH	Checked By: CCF	Checked By: RSO
Date: 12/14/2015	Date: 12/14/2015	Date: 12/14/2015	Date: 12/14/2015



REQUEST FOR TOWN COUNCIL ACTION

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

- | | | |
|---|---|--------------|
| <input type="checkbox"/> PUBLIC HEARING | <input type="checkbox"/> ORDINANCE FOR 1 ST READING | (03/21/2016) |
| <input type="checkbox"/> CONTRACT | <input checked="" type="checkbox"/> ORDINANCE FOR 2 ND READING | (04/18/2016) |
| <input type="checkbox"/> MOTION | <input type="checkbox"/> RESOLUTION | |



Tom Williams, Director of Engineering

G. Randolph Young, Town Administrator

ISSUE:

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

PRIOR ACTION:

N/A

FUNDING/BUDGET IMPACT:

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

BACKGROUND:

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

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

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

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

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

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

RECOMMENDATION:

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

PREPARED/REVIEWED BY:

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

ATTACHMENTS:

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

RECOMMENDED MOTION:

"I move to approve Ordinance No. 1.476 on second reading."

Lincoln Avenue & Parker Road Right-of-Way Easements



Legend

-  Right-of-Way Easements
-  Proposed Development Site

0 200 400 Feet



ORDINANCE NO. 1.476, Series of 2016

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

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

Section 1. The Town Council of the Town of Parker hereby approves the Easement for Access and Other Use of Right-of-Way, which is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to execute the Easement Agreement on behalf of the Town.

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

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

Section 4. This Ordinance shall not be deemed approved until Ordinance Nos. 2.242, 2.243 and 2.244, Series of 2016, are in effect (the "Annexation Ordinances") and the first final plat and site plan for the property described in the Annexation Ordinances are approved. In the event that the Annexation Ordinances go into effect and the first final plat and site plan for the property described in the Annexation Ordinances are approved, then upon the occurrence of these events this Ordinance shall become effective ten (10) days after final publication.

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

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

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

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

EASEMENT FOR ACCESS AND USE OF RIGHT-OF-WAY

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

RECITALS

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

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

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

AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. **Miscellaneous.**

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

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

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

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

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

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

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

EXHIBIT A

DEVELOPMENT PARCEL

LEGAL DESCRIPTION OF THE PFEIFER PROPERTY

PARCEL A:

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

PARCEL B:

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

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

EXCEPT THE FOLLOWING PARCELS:

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

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

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

LEGAL DESCRIPTION OF THE ARMSTRONG PROPERTY

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

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

LEGAL DESCRIPTION OF THE HEITHOFF PROPERTY

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

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

EXCEPT THAT PORTION DESCRIBED IN RULE AND ORDER RECORDED OCTOBER 11, 1988 IN BOOK 819 AT PAGE 46.

HERE FORWARD TO BE DESCRIBED AS:

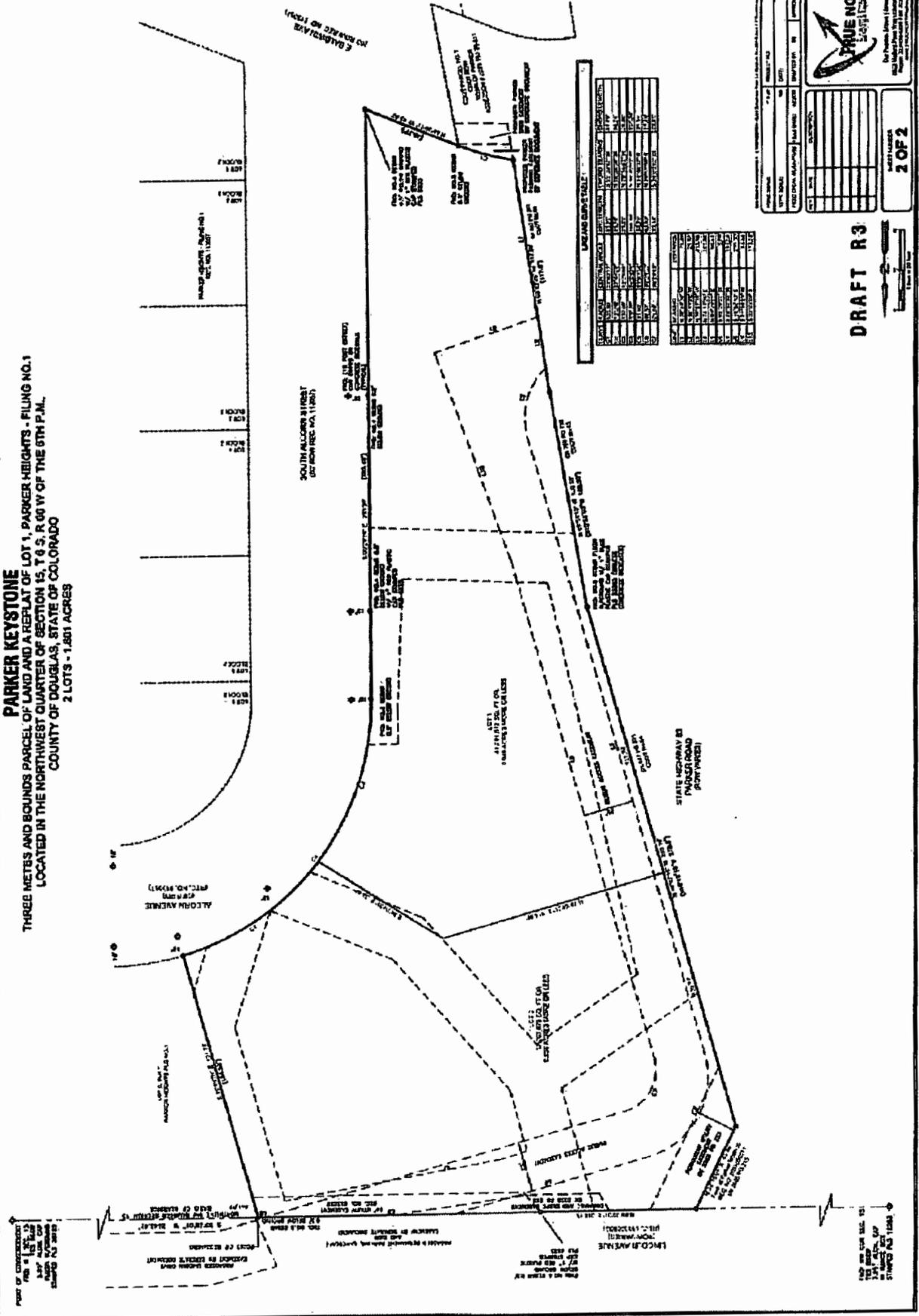
A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M., COUNTY OF DOUGLAS, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

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

THENCE ALONG THE SOUTHERLY LINE OF SAID RECEPTION NO. 2011013028, SAID POINT ALSO BEING ON THE NORTHERLY LINE OF SAID RECEPTION NO. 2011037128, S 89°30'44" W, A DISTANCE OF 90.73 FEET TO THE SOUTHEAST CORNER

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

PARKER KEYSTONE
 THREE METERS AND BOUNDS PARCEL OF LAND AND A REELAT OF LOT 1, PARKER HEIGHTS - FILING NO. 1
 LOCATED IN THE NORTHWEST QUARTER OF SECTION 15, T 6 S, R 60 W OF THE 6TH P.M.
 COUNTY OF DOUGLAS, STATE OF COLORADO
 2 LOTS - 1.861 ACRES



LANDING DEPARTMENT

LOT NO.	ACRES	FRONT	REAR	LEFT	RIGHT	AREA
1	0.15	100.00	100.00	100.00	100.00	15000.00
2	0.15	100.00	100.00	100.00	100.00	15000.00
3	0.15	100.00	100.00	100.00	100.00	15000.00
4	0.15	100.00	100.00	100.00	100.00	15000.00
5	0.15	100.00	100.00	100.00	100.00	15000.00
6	0.15	100.00	100.00	100.00	100.00	15000.00
7	0.15	100.00	100.00	100.00	100.00	15000.00
8	0.15	100.00	100.00	100.00	100.00	15000.00
9	0.15	100.00	100.00	100.00	100.00	15000.00
10	0.15	100.00	100.00	100.00	100.00	15000.00

NO.	DESCRIPTION	DATE	BY
1
2
3
4
5
6
7
8
9
10

DAVE NORTH
 Surveyor
 1000 W. 10th St., Suite 100
 Denver, CO 80202
 Phone: (303) 733-1111
 Fax: (303) 733-1112

STATE OF COLORADO
 COUNTY OF DOUGLAS
 DISTRICT 10
 FILING NO. 1
 SECTION 15
 T 6 S, R 60 W

2 OF 2

DRAFT R3

EXHIBIT B

Easement Area

[attach legal description and depiction of Easement Area]



**EXHIBIT B
LEGAL DESCRIPTION**

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

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

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

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

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

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

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

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



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

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



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

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

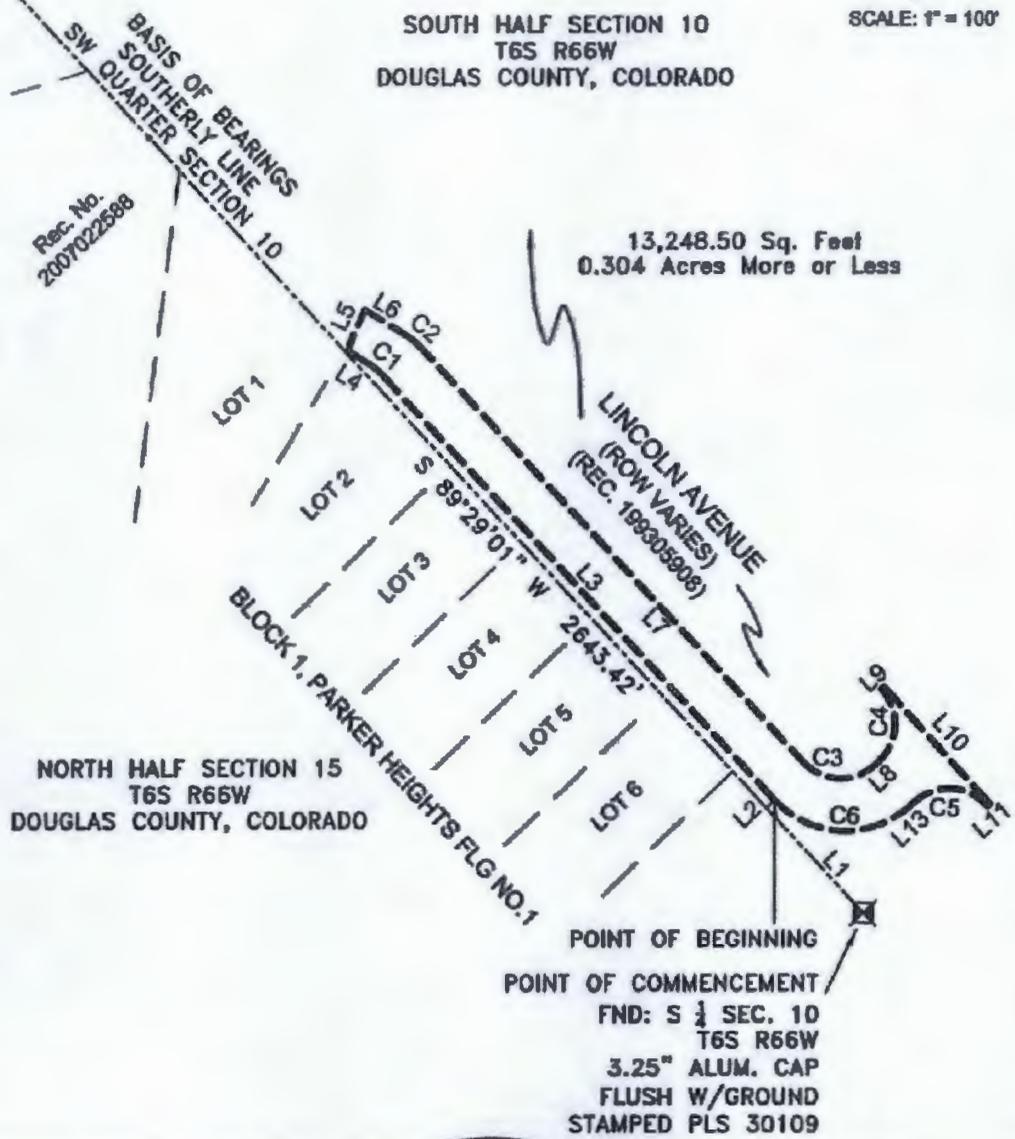
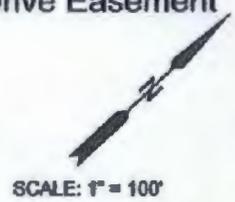
FND: SW COR SEC. 10
T6S R66W
3.25" ALUM. CAP
IN RANGE BOX
STAMPED PLS 19003

EXHIBIT B

Page 3 of 4

Lincoln Drive Easement

SOUTH HALF SECTION 10
T6S R66W
DOUGLAS COUNTY, COLORADO



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



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

EXHIBIT B

Lincoln Drive Easement

Page 4 of 4

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

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

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

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



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



ITEM NO: 12
DATE: 04/18/2016

REQUEST FOR TOWN COUNCIL ACTION

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

- | | | |
|---|---|--------------|
| <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 | (04/18/2016) |
| <input type="checkbox"/> MOTION | <input type="checkbox"/> RESOLUTION | |



Tom Williams, Director of Engineering



G. Randolph Young, Town Administrator

ISSUE:

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

PRIOR ACTION:

N/A

FUNDING/BUDGET IMPACT:

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

BACKGROUND:

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

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

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

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

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

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

RECOMMENDATION:

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

PREPARED/REVIEWED BY:

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

ATTACHMENTS:

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

RECOMMENDED MOTION:

"I move to approve Ordinance No. 1.477 on second reading."

Lincoln Avenue & Parker Road Right-of-Way Easements



ORDINANCE NO. 1.477, Series of 2016

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

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

Section 1. The Town Council of the Town of Parker hereby approves the Easement for Vehicle Parking and Other Use of Right-of-Way, which is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to execute the Easement Agreement on behalf of the Town.

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

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

Section 4. This Ordinance shall not be deemed approved until Ordinance Nos. 2.242, 2.243 and 2.244, Series of 2016, are in effect (the "Annexation Ordinances") and the first final plat and site plan for the property described in the Annexation Ordinances are approved. In the event that the Annexation Ordinances go into effect and the first final plat and site plan for the property described in the Annexation Ordinances are approved, then upon the occurrence of these events this Ordinance shall become effective ten (10) days after final publication.

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

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

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

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

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

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

RECITALS

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

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

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

AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. **Miscellaneous.**

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

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

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

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

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

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

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

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

GRANTEE:

PARKER & LINCOLN DEVELOPMENT, LLC, a Colorado limited liability company

By: ACD 2013 Fund LP, a Colorado limited partnership, Sole Member

By: ACD Fund Manager LLC, a Colorado limited liability company, General Partner

By: Armstrong Capital Development, LLC, a Colorado limited liability company, Sole Member

By: Gregory L. Armstrong, Manager

STATE OF COLORADO)
) ss.
COUNTY OF AYERHIDE)

The foregoing instrument was acknowledged before me this 9th day of MARCH, 2016, by Gregory L. Armstrong, Manager of Armstrong Capital Development, LLC, a Colorado limited liability company, Sole Member of ACD Fund Manager LLC, a Colorado limited liability company, General Partner of ACD 2013 Fund LP, a Colorado limited partnership, Sole Member of Parker & Lincoln Development, LLC, a Colorado limited liability company.

My commission expires: April 24, 2017

(SEAL)

Kathryn F. Sorensen
Notary Public

KATHRYN F. SORENSEN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20134025240
MY COMMISSION EXPIRES APRIL 24, 2017

EXHIBIT A

DEVELOPMENT PARCEL

LEGAL DESCRIPTION OF THE PFEIFER PROPERTY

PARCEL A:

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

PARCEL B:

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

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

EXCEPT THE FOLLOWING PARCELS:

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

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

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

LEGAL DESCRIPTION OF THE ARMSTRONG PROPERTY

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

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

LEGAL DESCRIPTION OF THE HEITHOFF PROPERTY

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

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

EXCEPT THAT PORTION DESCRIBED IN RULE AND ORDER RECORDED OCTOBER 11, 1988 IN BOOK 819 AT PAGE 46.

HERE FORWARD TO BE DESCRIBED AS:

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

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

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

EXHIBIT B

Easement Area B

[attach legal description and depiction of Easement Area B]



**EXHIBIT B
LEGAL DESCRIPTION**

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

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

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

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



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

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

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

EXHIBIT B

Page 2 of 2

Lincoln
Permanent Easement

SCALE: 1" = 100'

SOUTH HALF SECTION 10
T6S R66W
DOUGLAS COUNTY, COLORADO

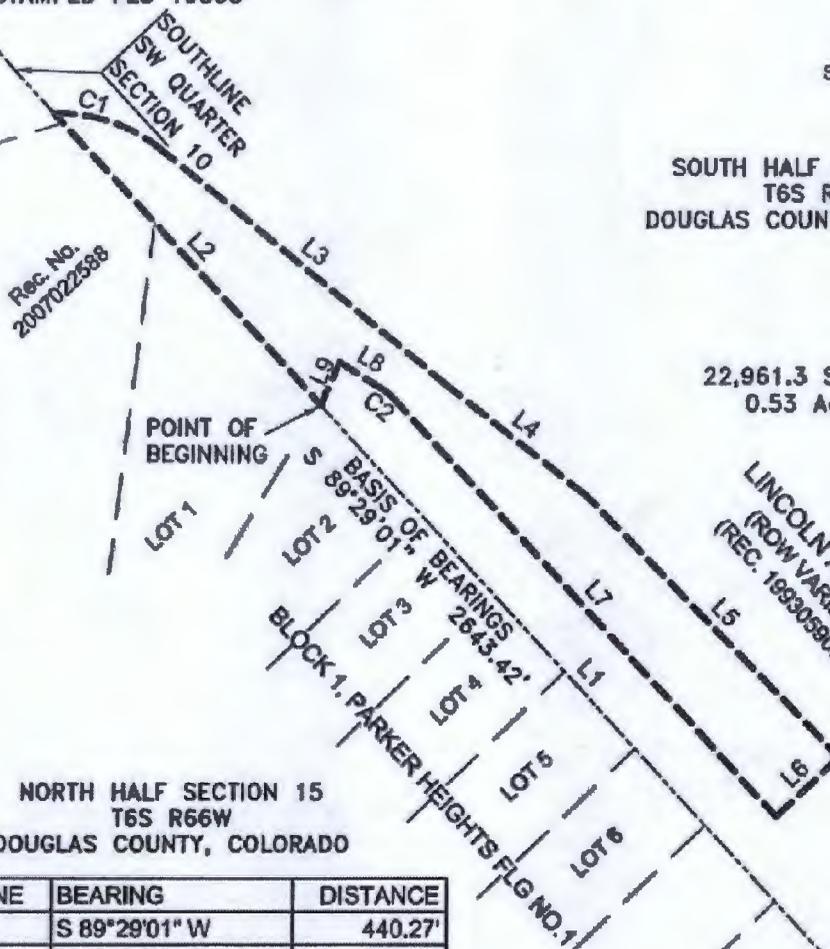
22,961.3 Sq. Feet
0.53 Acres

LINCOLN AVENUE
(ROW VARIES)
(REC. 189305908)

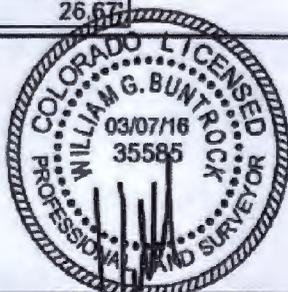
NORTH HALF SECTION 15
T6S R66W
DOUGLAS COUNTY, COLORADO

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

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



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



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

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

EXHIBIT C

Easement Area C

[attach legal description and depiction of Easement Area C]



EXHIBIT C
LEGAL DESCRIPTION

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

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

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

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



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

EXHIBIT C

Page 2 of 2

**Parker Parking
Easement R1**

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

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

POINT OF COMMENCEMENT
FND: N ¼ SEC. 15
T6S R66W
3.25" ALUM. CAP
FLUSH W/GROUND
STAMPED PLS 30109

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

NORTHWEST QUARTER SECTION 15
T6S R66W
DOUGLAS COUNTY, COLORADO

STATE HIGHWAY 83
PARKER ROAD
(ROW VARIES)

BK 847 PG 361
CDOT No. 88

126.1 Sq. Feet More or Less



SOUTHEAST CORNER
BK 847 PG 361

POINT OF BEGINNING

Rec. No. 2011037128

LINE	BEARING	DISTANCE
L1	S 00°30'59" E	522.56'
L2	S 10°58'38" E	0.80'
L3	N 89°21'38" W	26.32'
L4	N 08°49'26" W	7.80'
L6	S 89°29'01" W	574.63'

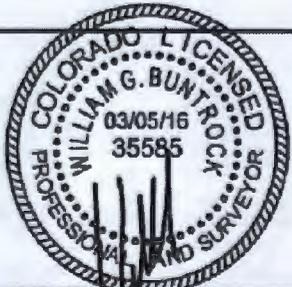
CDOT PARCEL NO. ?
CDOT ROW
TOWN OF PARKER
ASSESSOR # 2233-152-99-011

NORTHWEST CORNER
E. BALDWIN AVE

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

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

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



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

EXHIBIT D

Easement Area D

[attach legal description and depiction of Easement Area D]



**EXHIBIT D
LEGAL DESCRIPTION**

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

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

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

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



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

EXHIBIT D

Parker Sign Easement R1

Page 2 of 2

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

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

L1 POINT OF COMMENCEMENT
FND: N ¼ SEC. 15
T6S R66W
3.25" ALUM. CAP
FLUSH W/GROUND
STAMPED PLS 30109

NORTHWEST QUARTER SECTION 15
T6S R66W
DOUGLAS COUNTY, COLORADO

265.1 Sq. Feet More or Less



STATE HIGHWAY 83
PARKER ROAD
(ROW VARIES)

SOUTHEAST CORNER
BK 847 PG 361

POINT OF BEGINNING

Rec. No. 2011037128

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

CDOT PARCEL NO.?
CDOT ROW
TOWN OF PARKER
ASSESSOR # 2239-152-99-011

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

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

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



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

